


**EXPLANATION****Noise Control By-law amending By-law  
Re: 228 - 246 East Broadway and 180 Kingsway**

This amendment, approved by Council on April 17, 2012, adds 228 - 246 East Broadway and 180 Kingsway to the Noise Control By-law.

Director of Legal Services  
December 16, 2014

228 - 246 East Broadway and  
180 Kingsway

 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 B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

"CD-1 (591)	By-law No. 11124	228 - 246 East Broadway and 180 Kingsway"
-------------	------------------	--

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**A By-law to amend the Parking By-law  
Re: 228-246 East Broadway and 180 Kingsway**

On April 17, 2012, at a regular meeting of Council, following public hearing on February 27, 28, March 1, 27, and April 4 & 5, 2012, Council resolved to add 228-246 East Broadway and 180 Kingsway to Schedule C of the Parking By-law. 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 16, 2014

CD-1 Districts Parking Requirements  
228-246 East Broadway and 180 Kingsway



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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking Requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“228-246 East Broadway  
and 180 Kingsway

By-law No. 11124 CD-1 (591) Parking, loading and bicycle spaces in accordance with by-law requirements on January 31, 2012, except that:

- (a) the minimum required parking for commercial and non-eligible residential uses shall be 10% lower than the minimum parking requirements; and
- (b) Class A loading spaces shall be provided at a rate of 0.01 spaces per dwelling unit, up to and including 300 dwelling units, and at a rate of 0.0008 spaces per dwelling unit for any number of dwelling units over 300.”

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 the date of its enactment.

ENACTED by Council this                    day of                    , 2014

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**A By-law to amend the Sign By-law  
Re: 228 - 246 East Broadway and 180 Kingsway**

On April 17, 2012, at a regular meeting of Council, following public hearing on February 27, 28, March 1, 27, and April 4 & 5, 2012, 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.

Director of Legal Services  
December 16, 2014

228 - 246 East Broadway  
and 180 Kingsway



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 (Comprehensive Development Areas) of the Sign By-law, Council adds:

“228 - 246 East Broadway  
and 180 Kingsway                      CD-1(591)      By-law No. 11124                      B (C-3A)”

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

ENACTED by Council this                      day of                      , 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 5129-5169 Cambie Street**

After the public hearing on July 8, 2014, Council resolved to add 5129-5169 Cambie Street to Schedule C of the Parking By-law. 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 16, 2014



CD-1 District Parking requirements  
5129-5169 Cambie Street

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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

- 1. This By-law amends the indicated provisions of the Parking By-law.
- 2. To Schedule C, Council adds:  

“5129-5169 Cambie Street By-law No. 11123 CD-1 (592) Parking, loading and bicycle spaces must be provided and maintained in accordance with the requirements of the by-law on November 25, 2014, except that:

  - a) Class A loading spaces are required at a rate of 0.01 spaces per dwelling unit up to and including 300 units.”
- 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 the date of its enactment.

ENACTED by Council this      day of      , 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 5129-5169 Cambie Street**

Enactment of the attached By-law will delete 5129-5169 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 8, 2014 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
December 16, 2014

5129-5169 Cambie 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:

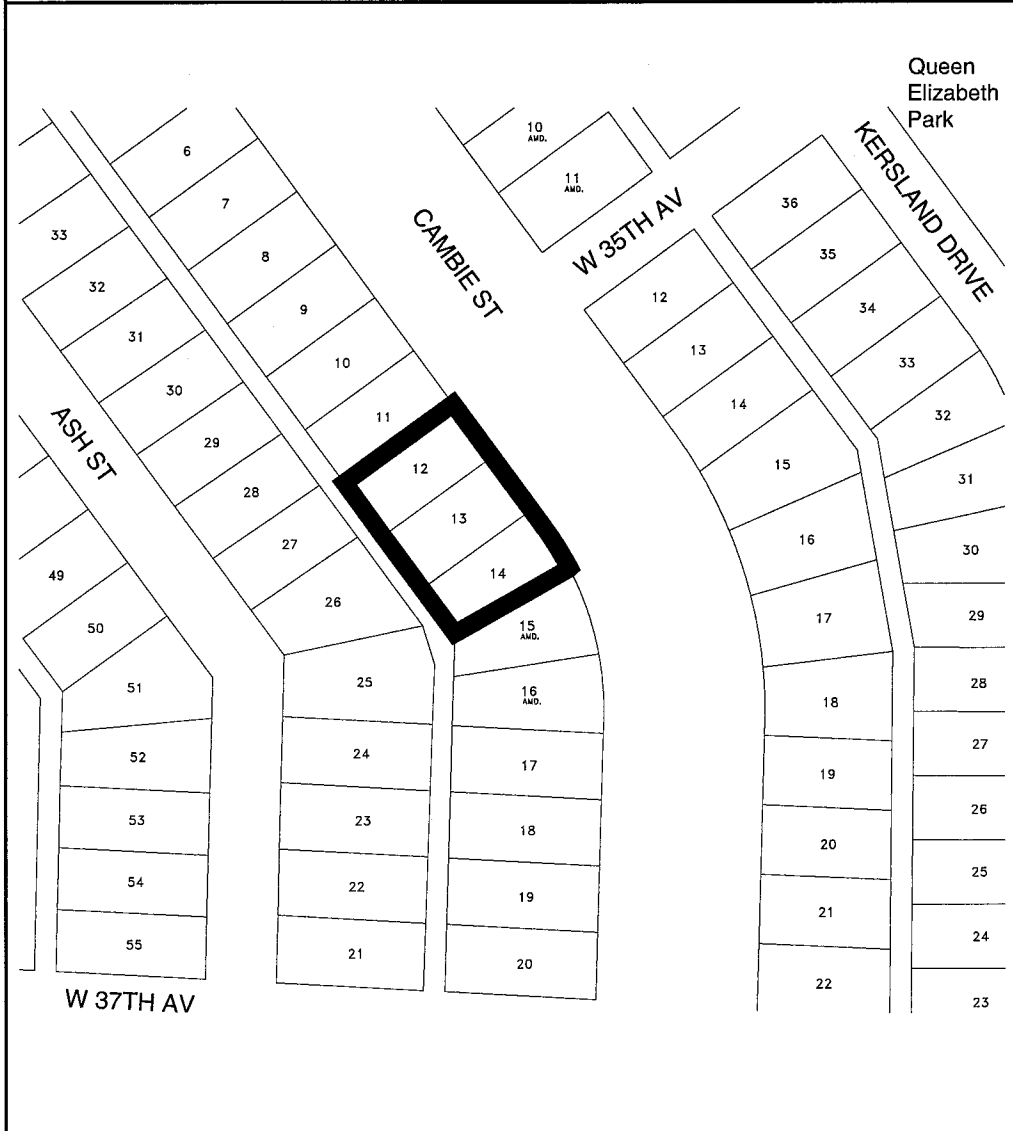
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 12 to 14, Block 839, District Lot 526, Plan 8513; PIDs: 010-086-773, 010-886-781, and 010-086-790 respectively from the RS-1 maps forming part of Schedule A of the Subdivision 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 the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

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



The properties outlined in black ( ■■■■ ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

5129-5169 Cambie Street

map: 1 of 1  
scale: NTS



City of Vancouver

date: 2014-11-25

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 998 Expo Boulevard  
(Concord Area 5B West)**

After the public hearing on June 10 and 11, 2014, Council resolved to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 16, 2014



**EXPLANATION****A By-law to amend the Parking By-law  
Re: 998 Expo Boulevard (Concord Area 5B West)**

After the public hearing on June 10 and 11, 2014, Council resolved to add 998 Expo Boulevard (Concord Area 5B West) to Schedule C of the Parking By-law. 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 16, 2014

CD-1 District Parking requirements  
998 Expo Boulevard  
(Concord Area 5B West)



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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“998 Expo Boulevard  
(Concord Area 5B West)

By-law No. 11125 CD-1 (593)

Parking, loading and  
bicycle spaces in  
accordance with by-law  
requirements on  
November 25, 2014  
except that:

- a) Class A loading spaces  
must be provided at  
a rate of 0.01 spaces  
per dwelling unit up  
to and including 300  
units, and at a rate  
of 0.008 spaces per  
dwelling unit for any  
number of units over  
300.”

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 the date of its enactment.

ENACTED by Council this      day of      , 2014

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 998 Expo Boulevard**

After the public hearing on June 10 and 11, 2014, 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.

Director of Legal Services  
December 16, 2014

998 Expo Boulevard  
(Concord Area 5B West)



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 (Comprehensive Development Areas) of the Sign By-law, Council adds:

“998 Expo Boulevard  
(Concord Area 5B West)                      CD-1 (593)                      By-law No. 11125                      B (DD)”

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

ENACTED by Council this                      day of                      , 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****BORROWING - \$60,000,000**

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

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

Enactment of the attached By-law to take effect January 8, 2015, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not, during the period from January 8, 2015 to January 7, 2016, exceed \$60,000,000.

Director of Legal Services  
December 16, 2014



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

**A By-law to authorize the borrowing of certain sums of money  
from January 8, 2015 to January 7, 2016,  
pending the collection of real property taxes**

**PREAMBLE**

In exercise of the power provided by Section 263 of the *Vancouver Charter*, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2015 up to and including January 7, 2016, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

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

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

1. In this By-law, the words “real property taxes for general purposes” means that portion of the real property taxes levied or to be levied, pursuant to an annual general rating by-law, to meet expenses of the City other than the payment of interest on outstanding debentures, payments of principal on serial debentures, and payments to sinking funds in respect of debenture debt.

2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2015 to and including January 7, 2016, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:

- (a) the monies so borrowed as herein provided, together with interest thereon, will be a liability payable out of the revenues of the City of Vancouver, and must be payable and repaid to the lenders on or before January 7, 2016; and
- (b) the City of Vancouver hereby hypothecates as security for the repaying of:
  - (i) the monies so borrowed up to and including December 31, 2015, the real property taxes for general purposes remaining unpaid as of January 8, 2015, together with the real property taxes for general purposes to be levied in the year 2015, in an amount equal to not more than \$472,619,175, which amount is equal to 75% of the real property taxes for general purposes levied in 2014, and
  - (ii) the monies so borrowed subsequent to December 31, 2015, the real property taxes for general purposes then remaining unpaid, and any amounts receivable by the City of Vancouver from other governments as of December 31, 2015,

and the said taxes will be a security for the monies so borrowed under this By-law, and such taxes and monies receivable from other governments must be applied, inter alia, in the repayment of such monies so borrowed by way of overdraft and the interest thereon, provided always that the granting of such security will in no way limit or affect the general liability of the City of Vancouver.

- 3. Council repeals By-law No. 10825.
- 4. This By-law is to come into force and take effect on January 8, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **Crossing By-law amending By-law regarding 2015 fee increases**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Crossing By-law to increase certain fees for 2015.

Director of Legal Services  
December 16, 2014



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

**A By-law to amend Crossing By-law No. 4644  
regarding 2015 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 “\$384.04”, and substitutes “\$391.72”; and
  - (b) strikes out “\$46.98”, and substitutes “\$47.92”.
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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Encroachment By-law amending By-law  
regarding 2015 fee increases**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Encroachment By-law to increase certain fees for 2015.

Director of Legal Services  
December 16, 2014





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

**A By-law to amend Encroachment By-law No. 4243  
regarding 2015 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 “\$50.19”, and substitutes “\$51.19”.
2. From Part A of the Schedule attached to the Encroachment By-law, Council strikes out “\$56.38”, “\$5.12”, and “\$395.79”, and substitutes “\$57.50”, “\$5.22”, and “\$403.70” respectively.
3. From Part C of the Schedule attached to the Encroachment By-law, Council strikes out “\$175.17” and “\$4.68”, and substitutes “\$178.67” and “\$4.77” 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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

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

On December 16, 2014, Council resolved to amend the Energy Utility System By-law to establish updated Levies and Charges effective January 1, 2015. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 16, 2014



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
---	--------

**PART 2 - Monthly levy**

Class 1 - SEFC residential or mixed use residential building	\$0.513 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC	\$7.705 per KW of peak heat energy demand
Class 3 - Non-residential building	\$7.705 per KW of peak heat energy demand

**PART 3 - Monthly charge**

Monthly charge	\$43.652 per MW per hour
----------------	--------------------------

**PART 4 - Credit**

Credit for heat energy returned to energy transfer station	\$43.652 per each MW per hour multiplied by 50%
--	---

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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor


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

## EXPLANATION

### **Street Distribution of Publications By-law amending By-law regarding 2015 fee increases**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Street Distribution of Publications By-law to increase certain fees for 2015.

Director of Legal Services  
December 16, 2014

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

**A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2015 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

\$30.90 annually for each of 1 to 100 news boxes held by one person

\$92.68 annually for each of 101 or more news boxes held by one person

\$123.59 annually for each compartment in each multiple publications news box

\$30.90 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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**Street Name By-law No. 4054  
Re: Henshaw Lane**

Enactment of the attached By-law will implement Council's resolution of December 16, 2014 to name the street as set out in the attached By-law.

Director of Legal Services  
December 16, 2014



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

**A By-law to amend Street Name By-law No. 4054  
regarding Henshaw Lane**

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

1. Council amends By-law No. 4054 by:
  - (a) assigning the name "Henshaw Lane" to that portion of public street outlined in bold black on the plan marginally numbered LF 11995, attached to and forming part of this By-law; and
  - (b) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, that portion of public street named "Henshaw Lane" located as shown on the plan marginally numbered LF 11995.
  
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this        day of                                , 2014

---

Mayor

---

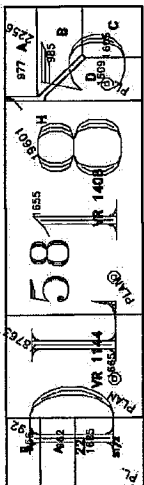
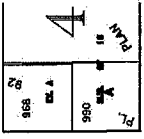
City Clerk



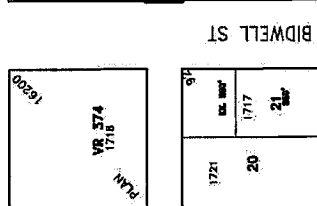
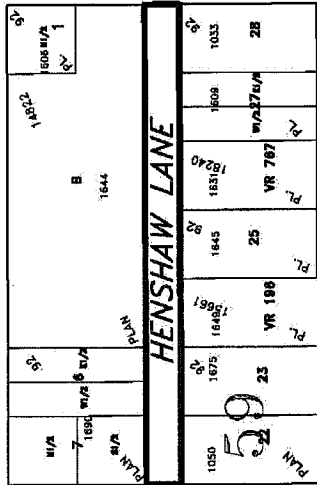
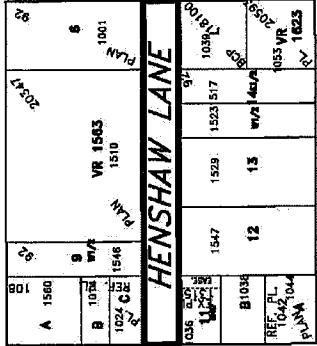
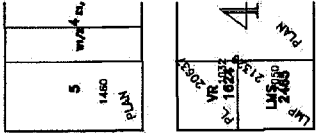
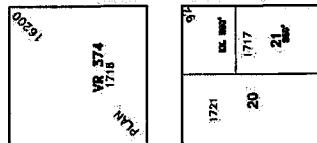
LF 11995

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

DRAWING NOT TO SCALE



NELSON ST



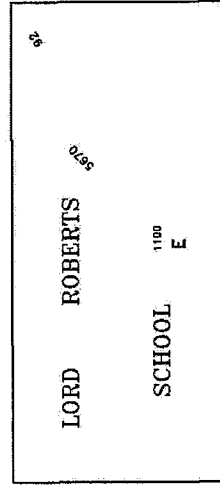
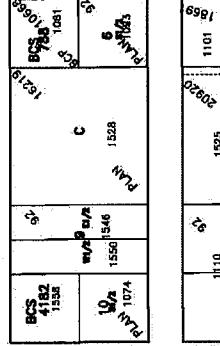
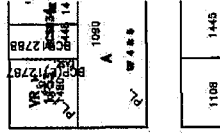
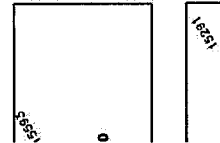
**HENSHAW LANE**

**HENSHAW LANE**

COMOX ST 1600 W

1500 W

1400 W



JAS. MAPS M-7, N-7

ENGINEERING SERVICES  
Oct 23, 2014

LF 11995

**EXPLANATION****Street and Traffic By-law amending By-law  
regarding 2015 fee increases**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Street and Traffic By-law to increase certain fees for 2015.

Director of Legal Services  
December 16, 2014



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

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2015 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 "\$10.51" and substitutes "\$10.72.
3. In section 23.4, Council:
  - (a) from subsection (a), strikes out "\$69.60", and substitutes "\$71.30";
  - (b) from subsection (b), strikes out "\$51.60, and substitutes "\$52.64"; and
  - (c) from subsection (c), strikes out "\$34.95", and substitutes "\$35.65".
4. From section 30(7) (c), Council strikes out "\$1,515.00", and substitutes "\$1,545.30".
5. In section 67A(6), Council:
  - (a) from subsection (a), strikes out "\$111.56", and substitutes "\$113.80"; and
  - (b) from subsection (b), strikes out "\$37.59", and substitutes "\$38.34".
6. In section 80(2), Council strikes out "\$171.48", "\$243.10", "\$742.26", "\$1,394.07", "\$2,774.06", "\$3,319.01", "\$341.76", and "\$611.90", and substitutes "\$174.91", "\$247.97", "\$757.10", "\$1,421.95", "\$2,829.54", "\$3,385.39", "\$348.60", and "\$624.14" respectively.
7. In section 88A, Council:
  - (a) from subsection (2)(b), strikes out "\$515.10" and "\$66.96", and substitutes "\$525.40" and "\$68.30" respectively; and
  - (b) from subsection (4), strikes out "\$67.63", and substitutes "\$68.98".
8. In section 96, Council strikes out "\$30.54" and "\$291.25", and substitutes "\$31.15" and "\$297.08 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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to Amend the Street Utilities By-law regarding 2015 fees and housekeeping**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Street Utilities By-law to increase certain fees for 2015 and to expand the definition of the "street utilities committee" to encompass all Engineering Department staff who carry out administrative responsibilities under this by-law.

Director of Legal Services  
December 16, 2014



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 strikes out the definition of “streets utilities committee” and substitutes:  
  
“ “street utilities committee” means a committee comprised of the city’s General Manager of Engineering Services and an Assistant City Engineer and includes all other persons authorized to act on behalf of the committee;”
3. Council repeals Schedule “A” and substitutes the document attached as Schedule “A” to this By-law, as the new Schedule “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 January 1, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
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 \$635.41;
- (b) longer, a plan review and administration fee of \$1,906.22;

together with a fee of \$12.71 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, \$82.60 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>	\$220.67
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$162.87
Concrete Pavement	50 m <sup>2</sup> or more	\$126.10
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$ 89.32
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$ 73.56
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$192.30

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$ 96.67
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$ 63.05
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 55.69
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$ 48.34
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$262.70
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$155.52
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$105.08
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 74.61
Heavy Asphalt	More than 300 m <sup>2</sup>	\$ 68.30
Grading and Asphalt Aprons	Quotes by street utilities committee only	
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$189.14
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$168.13
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$147.11
Concrete Sidewalk	50 m <sup>2</sup> or more	\$100.88
Exposed Agg Sidewalk	All	\$281.62
Concrete Crossing	All	\$210.16
Curb & Gutter	Less than 10 lm	\$283.72
Curb & Gutter	10 lm or more	\$220.67
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$ 37.83
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$ 21.02
Brick or Paver Sidewalks	All	\$367.78
Stamped Concrete	Quotes by street utilities committee only	
Unusual Damages/ At-Cost Repairs	Quotes / Actual Cost + Overhead	
Concrete Bus Slab -12" Thick with Integral		\$288.97



Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Curb & Slab		
Concrete Thickened Sidewalk - 6"	All	\$210.16
Concrete Thickened Sidewalk - 10"	All	\$262.70
Integral Concrete Road & Curb 8"	Per m <sup>2</sup>	\$260.00
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$205.00
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$185.00
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$165.00
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$260.60
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$254.29
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$210.16
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$175.48
Asphalt/Concrete Pavement - follow behind (Install of 5" Asphalt when concrete + cutback is done by Utility Group)		\$ 56.66
Brick / Paver / Stone Pavements	Quotes by street utilities committee only	

#### Part 4 - Pavement degradation cost

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

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 - 5 years	\$52.95
6 - 10 years	\$42.36
11 - 15 years	\$31.77
16 - 20 years	\$21.18
21 years or greater	\$10.59

”

**EXPLANATION****Street Vending By-law amending By-law  
regarding 2015 fees**

The attached By-law will implement Council's resolution of December 16, 2014, to amend the Street Vending By-law to increase certain fees for 2015.

Director of Legal Services  
December 16, 2014



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

**A By-law to amend  
Street Vending By-law No. 10868  
regarding 2015 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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

Schedule A

FEES

Application Fees

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

- (a) street vendor .....\$50.00
- (b) display unit (including application by new owner). .....\$50.00
- (c) small patio (including application by new owner) .....\$50.00
- (d) large patio ..... \$200.00

Permit Fees

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

- (a) street vendor
  - (i) food vending (stationary) unit.....\$1,105.70 per year
  - (ii) non-food vending (stationary) unit.....\$828.97 per year
  - (iii) mobile special event unit ..... \$35.93 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$298.29 per year
  - (ii) without motorized unit ..... \$149.73 per year
- (c) display unit
  - for each square meter of display area.....\$48.31 per year
  - subject to a minimum fee of..... \$125.79 per year
- (d) small patio
  - for one table and two chairs.....\$115.40 per year
  - subject to a minimum fee of.....\$346.22 per year
- (e) large patio Downtown (see Schedule B)

Summer Term (April 1 - October 31)= \$79.93 m<sup>2</sup>  
Winter Term (November 1 - March 31) = \$56.88/m<sup>2</sup>

Outside of Downtown

Summer Term (April 1 - October 31) = \$56.65/ m<sup>2</sup>  
Winter Term (November 1 - March 31) = \$40.40/ m<sup>2</sup>

- (f) farmers' market permit ..... \$545.37 per year
- (g) special event market permit ..... \$112.61 per block per day to a maximum fee of \$444.45 per day
- (h) daily mobile vendor (outside special event permit zone) ..... \$ 35.93 per day

Permit Renewal Fee

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

- (a) street vendor
  - (i) food vending (stationary) unit.....\$1,105.70 per year, of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.
  - (ii) non-food vending (stationary) unit.....\$ 828.97 per year of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.

## EXPLANATION

**Authorization to enter into a Housing Agreement Amendment Agreement  
Re: 2075 Cassiar Street and 3355 East 5<sup>th</sup> Avenue**

Following a public hearing on March 13, 2014, Council approved the rezoning of lands located at 3323 - 3367 East 4<sup>th</sup> Avenue, which lands are adjacent (the “Rezoning Lands”) to the referenced lands, and were registered in the name of the same owner as the referenced lands, to allow for the construction on the Rezoning Lands of a four-storey building with a total of 54 residential units as to be secured as life lease seniors housing, subject to a number of conditions, including a condition that the owner first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to amend Housing Agreement By-law No. 8885 which relates to the referenced lands, to secure an additional seven rental units at 2075 Cassiar Street for low-income seniors, as a mitigation measure for the loss of seven existing rental units on the Rezoning Lands.

A Housing Agreement Amendment Agreement has been accepted and signed by the owner applicant. 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 amendment of Housing Agreement By-law No. 8885.

Director of Legal Services  
December 16, 2014

2075 Cassiar Street and 3355 East 5<sup>th</sup> Avenue



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

**A By-law to enact a Housing Agreement Amendment Agreement  
for 2075 Cassiar Street and 3355 East 5<sup>th</sup> Avenue**

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

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

PID: 026-666-499            Lot A  
   Section 29  
   Group 1  
   Town of Hastings Suburban Lands  
   New Westminster District  
   Plan BCP23618

PID: 026-666-502            Lot B  
   Section 29  
   Group 1  
   Town of Hastings Suburban Lands  
   New Westminster District  
   Plan BCP23618

in substantially the form and substance of the Housing Agreement Amendment 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            , 2014

\_\_\_\_\_  
Mayor

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



## Schedule A

### HOUSING AGREEMENT AMENDMENT AGREEMENT

THIS Housing Agreement Amendment Agreement (this "Amendment Agreement"), dated for reference the 25<sup>th</sup> day of November, 2014, is entered into by and

BETWEEN:

**BEULAH GARDEN HOMES SOCIETY,**  
3350 East 5th Avenue  
Vancouver, British Columbia, V5M 1P4  
(the "Owner")

OF THE FIRST PART

AND:

**CITY OF VANCOUVER,**  
453 West 12th Avenue,  
Vancouver, British Columbia, V5Y 1V4  
(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner, a society incorporated under the laws of British Columbia and registered under the laws of Canada as a charity, is the registered and beneficial owner of all and singular those certain parcels or tracts of land situate, lying and being in the City of Vancouver, Province of British Columbia, legally known and described as:

Parcel Identifier: 026-666-499  
Lot A Section 29 Group 1 Town of Hastings Suburban Lands  
New Westminster District Plan BCP23618  
("Lot A")

Parcel Identifier: 026-666-502  
Lot B Section 29 Group 1 Town of Hastings Suburban Lands  
New Westminster District Plan BCP23618  
("Lot B")

B. Lot A, the civic address of which is 2075 Cassiar Street, and Lot B, the civic address of which is 3355 East 5<sup>th</sup> Avenue, were created upon the subdivision of a parcel or tract of land situate, lying and being in the City of Vancouver, Province of British Columbia, then legally known and described as:

Parcel Identifier: 013-168-240  
Block 92 Section 29  
Town of Hastings Suburban Lands Plan 3104  
(the "Parent Parcel"),

the civic address of which was 2001 Cassiar Street;

C. Prior to subdivision of the Parent Parcel to create Lot A and Lot B, a housing agreement (the "Housing Agreement") enacted and approved by Housing Agreement By-law No. 8885 (the "Housing Agreement By-law"), notice of which was registered in the Lower Mainland Land Title Office under No. BX462599, was entered into by the Owner and the City in order to secure 150 units as rental accommodation for seniors on low incomes;

D. The Owner is also the registered and beneficial owner of parcels or tracts of land situate, lying and being in the City of Vancouver, Province of British Columbia, with civic addresses of the 3323-3367 East 4th Avenue, and legally known and described as:

Parcel Identifier: 011-086-745  
 Lot 33 Block 91, Section 29  
 Town of Hastings Suburban Lands Plan 3672

Parcel Identifier: 004-583-345  
 Lot 34 Block 91, Section 29  
 Town of Hastings Suburban Lands Plan 3672

Parcel Identifier: 012-336-858  
 Lot A Block 91, Section 29  
 Town of Hastings Suburban Lands Plan 3672

(collectively, the "Rezoning Lands");

E. The Owner made an application to rezone the Rezoning Lands from RT-2 (Two Family Dwelling) District to CD-1 (Comprehensive Development) District and after a public hearing on March 13, 2014 to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other matters, fulfilment of the condition that, prior to enactment of the rezoning by-law for the Rezoning Lands, the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure an additional seven rental units at 2075 Cassiar Street (Lot A) for low-income seniors, as a mitigation measure for the loss of seven existing rental units on the Rezoning Lands; and

F. The Owner and the City are entering into this Amendment Agreement to amend the Housing Agreement and the Housing Agreement By-law in order to satisfy the foregoing rezoning condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 565.2 of the *Vancouver Charter* as follows:

1. Amendment of Housing Agreement

The Housing Agreement is hereby amended as follows:

- a. By deleting the definition of "Core Need Income Threshold" or "CNIT", and replacing it with the following:

"Housing Income Limit" or "HIL" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, set each year by the Canada Mortgage and Housing Corporation and/or the British Columbia Housing Management Commission or their successors in function;"

- b. By deleting all references to "CNIT" and replacing them with "HIL";

- c. By deleting paragraph 2 and replacing it with the following:

"At all times not less than 150 of the dwelling units in the Buildings, and not less than an additional seven of the dwelling units in the Beechwood Building at 2075 Cassiar Street, shall be occupied only by Core Need Households or ILBC Residents provided that at no time shall the number of dwelling units occupied by ILBC Residents exceed 89."

- d. By deleting paragraph 5 and replacing it with the following:

"Not later than June 30th of each year, the Owner shall demand and receive from each adult occupying a Core Need Household dwelling unit an Income Statement for the preceding calendar year. If such statements disclose that the household income of those occupying any of the required Core Need Household dwelling units have Annual Gross Incomes in excess of the Annual Gross Income required to qualify to occupy a Core Need Household dwelling unit, then forthwith such residents shall not be treated as Qualified Residents and in their place as soon as vacancies permit the Owner shall establish replacement Core Need Households so as to fulfill the requirement of 150 of the dwelling units in the Buildings, and not less than an additional seven of the dwelling units in the Beechwood Building at 2075 Cassiar Street, occupied by Core Need Households at all times. If residents become disqualified as Qualified Residents then forthwith the Owner is free to charge such residents whatever rent as to the Owner seems appropriate." and

- e. By changing the City staff to the attention of whom notices must be directed in paragraph 20(a) from "General Manager of Community Services and Director, Housing Centre" to "Managing Director of Social Development and Director of Legal Services".

## 2. Housing Agreement Ratified and Confirmed

Except as hereby expressly amended pursuant to Section 1 of this Amendment Agreement, the Housing Agreement is hereby ratified and confirmed by the Owner and the City to the effect and with the intent that the Housing Agreement and this Amendment Agreement will be read and construed as one document.

3. Amendment

No alteration or amendment of the Housing Agreement or this Amendment Agreement will have effect unless the same is in writing and duly executed by the parties to be charged.

4. Binding Effect

This Amendment Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. Time

Time will be of the essence of this Amendment Agreement.

6. Interpretation

All terms used in this Amendment Agreement which are defined in the Housing Agreement will have the meaning ascribed to such terms in the Housing Agreement unless defined in this Amendment Agreement or the context otherwise requires.

7. Conflict

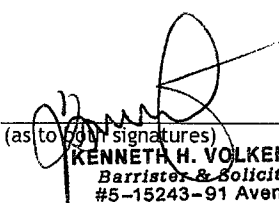
In the event of any conflict between the terms and conditions of the Housing Agreement and the terms and conditions of this Amendment Agreement, the terms and conditions of this Amendment Agreement will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Modification Agreement by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

IN WITNESS WHEREOF the Owner, by its authorized signatories, and the City, by its authorized signatory, have signed this Amendment Agreement as set out hereunder:

Execution Date

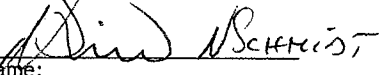
Officer:

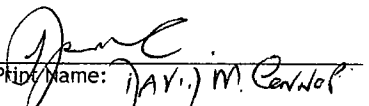
(as to both signatures)  
  
**KENNETH H. VOLKENANT**  
 Barrister & Solicitor  
 #5-15243-91 Avenue  
 Surrey, BC, V3R 8P8  
 Tel: 604-953-1500

Y	M	D
2014	11	27

Parties:

BEULAH GARDEN HOMES SOCIETY  
by its authorized signatories:

  
 Print Name: David Schmitt

  
 Print Name: J. M. Condo

\_\_\_\_\_  
Stephen F. Hayward, Solicitor  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4  
  
(604)873-7714

2014

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_  
Frances J. Connell/Yvonne Liljefors

Authorized by By-law No. \_\_\_\_\_

END OF DOCUMENT

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 3323-3367 East 4<sup>th</sup> Avenue**

Following a public hearing on March 13, 2014, Council approved the rezoning of the referenced lands to allow for the construction of a four-storey building with a total of 54 residential units, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all 54 residential units as life lease seniors housing for 60 years or life of the building, whichever is greater, and subject to a number of other specified conditions.

A Housing Agreement has been accepted and signed by the owner applicant. 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 16, 2014

3323-3367 East 4th Avenue



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

**A By-law to enact a Housing Agreement  
for 3323-3367 East 4th Avenue**

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:

PID: 029-389-861

Lot 1  
Block 91  
Section 29  
Town of Hastings Suburban Lands  
Group 1  
New Westminster District  
Plan EPP41463

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.

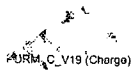
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

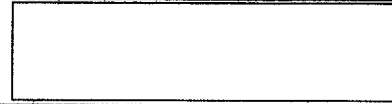
Schedule A



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

PAGE 1 OF 43 PAGES

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



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
**De Jager Volkenant & Company**  
Barristers & Solicitors  
#5 - 15243 - 91 Avenue  
Surrey BC V3R 8P8  
Tel: 604-953-1500  
File: #2280002 - Beulah Gardens  
LTO Client No. 11692  
(13-1735-002 (Housing & Building Use))  
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]  
**029-389-861 LOT 1 BLOCK 91 SECTION 29 TOWN OF HASTINGS SUBURBAN LANDS  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP41463**  
STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**Covenant** Entire Instrument

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a)  Filed Standard Charge Terms D.F. No. (b)  Express Charge Terms Annexed as Part 2  
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):  
**BG ASPEN GREEN SOCIETY (INCORPORATION NO. S-0059639)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
  
453 WEST 12TH AVENUE  
VANCOUVER BRITISH COLUMBIA  
V5Y 1V4 CANADA

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)  
  
**KENNETH H. VOLKENANT**  
Barrister & Solicitor  
#5-15243-91 Avenue  
Surrey, BC, V3R 8P8  
Tel: 604-953-1500

Execution Date		
Y	M	D
14	11	25

Transferor(s) Signature(s)  
BG ASPEN GREEN SOCIETY by  
its authorized signatory(ies):  
  
Print Name  
  
Print Name: **Janet M. Connor**

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

Y	M	D
14		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
3323 - 3367 East 4<sup>th</sup> Avenue

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference November 25, 2014, shall be read as follows:

- (i) the Transferor, BG Aspen Green Society, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner has applied to rezone the Lands (the "Rezoning Application"), from RT-2 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District to allow for the construction on the Lands of a four-storey building with a total of 54 residential units, which application was considered by the City's elected council after public hearing on March 13, 2014 (the "Public Hearing"), and approved in principle, subject to, among other things, fulfillment of the condition that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all 54 residential units as life lease housing on the terms and conditions more particularly set forth in the minutes of the Public Hearing (the "Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Housing Condition.

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "**Building**" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (d) **"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;
- (e) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (f) **"Development Permit"** means the development permit issued in respect of the Development and the Building contemplated by the Rezoning By-law;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) **"Fair Market Value of an equivalent residential strata unit in the area"** means the price payable for a strata titled unit that is equivalent in terms of size, quality, condition and location to the applicable Life Lease Unit, which:
  - (i) as of the date when the final Occupancy Permit for the Building is issued by the City, and before the Life Lease Capital payment for any Life Lease Unit is determined, will be agreed upon by the Owner and the City, in respect of each Life Lease Unit; and
  - (ii) thereafter will be adjusted annually as of May 1 in each year thereafter, by agreement of the Owner and the City, in respect of each Life Lease Unit;
- (i) **"First Life Lease Capital Payment"** has the meaning ascribed to that term in Section 2.1(e);
- (j) **"Housing Condition"** has the meaning ascribed to that term in Recital C;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) **"Lands"** means the lands described in Item 2 in the Form C attached hereto;
- (m) **"Life Lease"** means an agreement in substantially the form and contents attached hereto as Appendix A;
- (n) **"Life Lease Capital Payment"** has the meaning ascribed to that term in the Life Lease;
- (o) **"Life Lease Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Life Lease Unit"** means any one of them, and those terms include each and all life lease units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;

- (p) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) "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;
- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (s) "Owner" means BG Aspen Green Society and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then "Owner" includes, without limitation, any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;
- (t) "Qualified Occupant" means a person 60 years of age or older that is capable of independent living or their spouse or dependent child and "Qualified Occupants" means all persons who qualify as a Qualified Occupant;
- (u) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (v) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (w) "Rezoning By-law" means the CD-1 By-law enacted as a result of the Rezoning Application;
- (x) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (y) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

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

**ARTICLE 2**  
**RESTRICTIONS ON USE AND SUBDIVISION**

- 2.1 The Owner covenants and agrees that:
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) it will construct 54 new residential units in the Building, and throughout the Term will maintain them, which units will comply with the Rezoning By-law, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the “**Life Lease Units**”);

- (c) subject to Section 2.1(d) below, throughout the Term, all Life Lease Units will only be used for the purpose of providing leasehold housing to Qualified Occupants who have entered into a Life Lease with the Owner;
- (d) notwithstanding Section 2.1(c) above, if at any time during the Term any Life Lease Unit is not occupied by a lessee pursuant to a Life Lease, then such Life Lease Unit will only be used as rental housing for Qualified Occupants for a term of not less than one month at a time;
- (e) the average of all Life Lease Capital Payments for all Life Lease Units, pursuant to the first Life Lease entered into for all such Units, will be no more than 85% of the Fair Market Value of an equivalent residential strata unit in the area, as determined in accordance with Section 1.1(h)(i) above (for each such Unit, the "First Life Lease Capital Payment");
- (f) the Life Lease Capital Payment for all Life Lease Units, pursuant to the second and any subsequent Life Lease entered into for all such Units, will continue to be the same as the First Life Lease Capital Payment unless and until that results in the applicable Life Lease Capital Payment being less than or equal to 80% of the then applicable Fair Market Value of an equivalent residential strata unit in the area, as determined in accordance with Section 1.1(h)(ii) above, and thereafter throughout the Term:
  - (i) the average of all such subsequent Life Lease Capital Payments will remain less than or equal to 80% of the then applicable Fair Market Value of an equivalent residential strata unit in the area, as determined in accordance with Section 1.1(h)(ii) above; and
  - (ii) the Owner, to the extent reasonably possible, will make efforts to further enhance the ongoing affordability of the Life Lease Units;
- (g) it will provide to potential lessees/Qualified Occupants under a Life Lease detailed information about the practical application and affect of the Life Lease and this Agreement, including a requirement that he/she obtain independent financial and a recommendation that he/she obtain independent legal advice before entering into a Life Lease;
- (h) throughout the Term, except by way of individual Life Leases (or individual tenancy agreements to which the *Residential Tenancy Act* applies in the event that Section 2.1(d) applies), it will not suffer, cause or permit, beneficial or registered title to any Life Lease Unit to be sold or otherwise transferred unless title to every Life Lease Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner transferor;
- (i) throughout the Term, it will not suffer, cause or permit the Lands or 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 withhold if the City is

not satisfied, in its sole discretion, that the Lands or the Building will not continue to meet the objectives of the City as set out in this Agreement if such subdivision is consented to;

- (j) throughout the Term, any sale of a Life Lease Unit in contravention of the covenant in Section 2.1(h), and any subdivision in contravention of Section 2.1(i), 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;
- (k) it will insure, or cause to be insured, the Building, the Life Lease Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain, or cause to be kept and maintained, the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 RECORD KEEPING AND REPORTING

- 3.1 The Owner will keep accurate records pertaining to the leasing, use and occupancy of the Life Lease Units to confirm compliance with the terms of this Agreement, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

### ARTICLE 4 ENFORCEMENT

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

### ARTICLE 5 RELEASE AND INDEMNITY

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:
  - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the

City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
  - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
  - B. withholding any permit pursuant to this Agreement; or
  - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;



- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 6 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk

With concurrent copies to the Managing Director of Social Development  
and the Director of Legal Services

(b) If to the Owner:

**BG Aspen Green Society**  
3550 East 5<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5M 1P4

Attention: Chief Executive Officer

With a copy to:

**De Jager Volkenant & Company**  
Barristers & Solicitors  
#5 - 15243 - 91 Avenue  
Surrey, British Columbia  
V3R 8P8

Attention: Ken Volkenant, Barrister & Solicitor

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

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

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

#### ARTICLE 7 MISCELLANEOUS

- 7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided (subject to Section 2.1(i)) or consolidated.
- 7.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

- 7.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 7.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 7.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 7.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an

assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

7.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

**APPENDIX A**

**BG ASPEN GREEN SOCIETY  
LIFE LEASE AGREEMENT  
(Draft #2 – August 13, 2014)**

THIS AGREEMENT (the "Agreement") made as of the \* day of \*, 20\*\*.

**BETWEEN:**

**BG ASPEN GREEN SOCIETY**, a British Columbia society  
having its Official Address at 5 – 15243 - 91 Avenue, Surrey  
British Columbia, V3R 8P8

(hereinafter referred to as the "Society")

OF THE FIRST PART

**AND:**

\*

(hereinafter referred to as the "Life Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Society is the owner in fee simple of the Development (as defined in this agreement);
- B. The Society, together with affiliated societies Beulah Garden Homes Society and BG Cedars Society together operate a Campus of Care for the benefit of seniors consisting of independent housing provided by the Society and supportive and residential care housing provided by Beulah Garden Homes Society and BG Cedars Society on properties in close proximity to the Development.
- C. The Society and the affiliated societies are committed to providing an experience of the best quality of life in a safe, comfortable, caring, healthy and relaxed community, within a Christian framework of love and compassion. As a partner ministry of The Canadian Baptists of Western Canada, the Society is committed to establishing a community for a diverse population of older adults. The Society is affiliated with the Convention of Baptist Churches of British Columbia (the "Convention"). The Society helps fulfill and partakes in the mission of the Convention by extending the ministry of the local church through acts of service and mercy related to its charitable purposes and is founded upon expressed Christian faith principles and core values.

- D. The Life Tenant wishes to enter into this lease agreement for the lease of a Dwelling Unit (as defined in this agreement) within the Development and the Society has agreed to lease a Dwelling Unit to the Life Tenant, all upon the terms and conditions hereafter set out.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

**1.00 DEFINED TERMS**

1.01 In this Agreement the following terms shall have the following meanings:

- (a) "affiliated societies" means the societies referred to in Recital B of this Agreement and any other societies affiliated with the Society that provide housing and/or care for the benefit of residents of the Campus of Care of which the Development forms a part;
- (b) "Agreement" means this life lease agreement;
- (c) "Appliances" means the appliances situate within the Dwelling Unit but excludes those appliances installed and owned by the Life Tenant;
- (d) "Campus of Care" means the Development together with properties in close proximity to the Development from which the Society and the affiliated societies provide or will provide independent affordable housing and supportive and residential care housing;
- (e) "capable of independent living" means, with respect to a Life Tenant, that the Life Tenant is capable, both physically and mentally, of managing himself or herself and his or her affairs. A Life Tenant shall be deemed not to be capable of independent living upon the occurrence of any of the following:
  - (i) a declaration being made under the *Patients Property Act* (British Columbia), as from time to time amended, or any successor legislation dealing with the guardianship of adults in the Province of British Columbia, that the Life Tenant is incapable of managing his affairs or incapable of managing himself or incapable of managing himself or his affairs, as the case may be;
  - (ii) the Life Tenant becoming, or being determined to be, a mentally disordered person as determined and defined under the *Mental Health Act* (British Columbia), as from time to time amended; or
  - (iii) the Society determining, in consultation with a Director of Care of Beulah Garden Homes Society, that the Life Tenant's physical and/or mental health would likely cause him or her to be a hazard to himself or herself and/or to other life tenants of the Development;

- (f) "Commencement Date" means the \* day of \*, 20\*\*;
- (g) "Common Areas and Facilities" means the common areas, entrance ways and guest parking facilities of the Development;
- (h) "Deductions" means all deductions that the Society is entitled to make from the Life Lease Capital Payment upon the expiration or termination of this Agreement pursuant to paragraph 7.01(a) to (f);
- (i) "Development" means those certain lands and premises civically described and situate at 3365 East 4<sup>th</sup> Avenue, in the City of Vancouver, British Columbia, legally described as follows:
  - Parcel Identifier: (pending)
  - Lot 1, Block 91, Section 29
  - Town of Hastings Suburban Lands
  - Group 1 New Westminster District Plan 3672
- (j) "Dwelling Unit" means that particular dwelling unit in the Development designated civically as Suite #\*, 3365 East 4<sup>th</sup> Street, Vancouver, BC, and designated as Unit #\* on the leasehold explanatory plan filed under #\* and attached as Schedule "A";
- (k) "Expiry Date" means the earliest of the following dates:
  - (i) the date upon which vacant possession of the Premises is delivered to the Society by the Life Tenant on a voluntary basis provided that the Society has first received not less than 90 days prior written notice from the Life Tenant of the Life Tenant's desire to terminate this Agreement, and provided further that the Society may in its sole discretion elect to waive the notice requirement or to reduce the notice period;
  - (ii) the date which is 90 days after the date of death of the last surviving Life Tenant and, if applicable, Spouse of a Qualified Occupant;
  - (iii) the date which is thirty (30) days, or such longer time as the Society in its sole discretion determines to be reasonable, from the date the Society delivers written notice to the last remaining Life Tenant or Spouse of a Qualified Occupant residing in the Premises, or his or her personal representative, that the last remaining Life Tenant or Spouse of a Qualified Occupant has been deemed to be no longer capable of independent living under paragraph 3.06 of this Agreement;

- (iv) the date that this Agreement is terminated as a result of default of the Life Tenant under the provisions of this Agreement including Section 19.00 hereof; and
- (v) The date that is 29 years less one day from Commencement Date;
- (l) "Housing Agreement" means the housing agreement registered against title to the Development, a copy of which is attached to this Agreement as Schedule "C";
- (m) "Life Lease Capital Payment" means the sum of \$\* payable in the manner and upon the dates set out in the schedule attached to this Agreement as Schedule "E";
- (n) "Maintenance Charges" means all costs, charges and expenses of operating and maintaining the Development and maintaining adequate contingency and reserve funds including, without limiting the generality of the foregoing, the following:
  - (i) all costs of municipal property and school taxes assessed against the Common Areas and Facilities;
  - (ii) all costs of electricity, water, gas, garbage collection and other services or utilities (including cable television and telephone services to the extent that they are not billed directly to the Life Tenant and other residents of the Development) supplied to the Development;
  - (iii) all costs of repairs, maintenance and replacements to the Development and to any furnishings and appliances supplied by the Society to or for the benefit of the Development;
  - (iv) all costs of premiums for any and all insurance respecting the Development which the Society is required to maintain;
  - (v) contributions fixed by the directors of the Society on an annual basis to a reserve fund and/or a contingency fund established by the Society for capital repairs or replacements for the Development and to assist in providing the following:
    - (A) financial assistance for residents of the Development that helps to ensure that the levels of care offered at the affiliated societies are, and will remain, affordable to all residents of the Development regardless of their financial circumstances and to assist in funding transition costs;
    - (B) equipment, furnishings and other resources required to ensure optimum quality of life for the residents of the Development; and



- (C) to in general ensure the long term sustainability of the Development;
- (vi) all administration, management, waste and snow removal, landscaping and cleaning costs incurred by the Society with respect to the Development; and
- (vii) all federal, provincial or municipal taxes or levies as may be applicable from time to time;
- (o) "Marketing and Occupancy Fee" means the fee payable to the Society on the Expiry Date calculated as a percentage of the Life Lease Capital Payment based upon the number of years in which the Life Tenant had occupancy of the Premises as follows:
  - (i) Where the Term is five years or less - 5%
  - (ii) Where the Term is more than five years but less than six years - 6%
  - (iii) Where the Term is more than six years but less than seven years - 7%
  - (iv) Where the Term is more than seven years - 8%
- (p) "Monthly Maintenance Payment" means the portion of the Maintenance Charges allocated to the Dwelling Unit by the Society under paragraphs 6.03 and 6.04 of this Agreement;
- (q) "Parking Space" means the parking space that is from time to time allocated to the Life Tenant by the Society if the Life Tenant owns and operates a motor vehicle;
- (r) "Premises" means collectively the Dwelling Unit, Parking Space and Appliances;
- (s) "Qualified Occupant" means any person sixty (60) years of age or older who is capable of independent living and "Qualified Occupants" means more than one Qualified Occupant;
- (t) "Rules and Regulations" means the rules and regulations established by the directors of the Society as set out in the schedule attached to this Agreement as Schedule "B" which may be amended by the directors of the Society from time to time;
- (u) "Spouse of a Qualified Occupant" means a person living in a spousal relationship with a Qualified Occupant and includes a person who was the spouse of a Qualified Occupant who resided in a Dwelling Unit at the time of the Qualified Occupant's death;

- (v) "Taxes" means all municipal property and school taxes assessed against the Premises or, in the event the Premises are not individually assessed, the Life Tenant's Share of all such taxes assessed against the Development as determined by the Society;
- (w) "Term" means the period commencing on the Commencement Date and ending on the Expiry Date;
- (x) "Utilities" means utility services such as cable television and telephone services supplied to the Dwelling Unit to the extent that such services do not form part of Maintenance Charges.

## 2.0 LIFE LEASE

- 2.01 The Society hereby grants occupancy of the Dwelling Unit to the Life Tenant for the term hereinafter set forth, together with:
- (a) the exclusive use of the Parking Space;
  - (b) the exclusive use of the Appliances; and
  - (c) the non-exclusive right to use in common with others entitled thereto and for the purposes intended by the Society, the Common Areas and Facilities.

## 3.0 TERMS OF OCCUPANCY

- 3.01 The use of the Premises and the Common Areas and Facilities shall be governed in accordance with the Housing Agreement and this Agreement and the Rules and Regulations and the Life Tenant agrees to be bound by and to comply with the terms and conditions contained within the Housing Agreement, this Agreement and the Rules and Regulations.
- 3.02 The Dwelling Unit shall be used only as a residential dwelling unit and for no other purpose.
- 3.03 Neither the Life Tenant nor any other person authorized under this Agreement to occupy the Dwelling Unit as a residence is eligible to be or to become a member or a director of the Society while in occupancy of the Dwelling Unit. For greater certainty, the Life Tenant, if a member or director of the Society, shall resign as a member and/or director of the Society prior to occupancy and as a condition of continued occupancy of the Dwelling Unit.
- 3.04 The parties hereto acknowledge and agree that neither the Premises nor the Development is intended, nor have they been represented, as an extended, residential or nursing care health facility. Accordingly, a Life Tenant must be capable of independent living.

- 3.05 The Society recognizes that a Life Tenant may from time to time require the assistance of another person and/or the services of a homemaker or health care giver in order to manage himself and his affairs. In such circumstances, the Life Tenant's requirement for such assistance and/or services shall not in and of itself cause the Life Tenant to be deemed to be no longer capable of independent living. As a condition precedent to occupancy or continued occupancy of the Premises, a Life Tenant may at the sole discretion of the Society be required to provide to the Society a medical certificate from the Life Tenant's physician in a form prescribed from time to time by the Society, the current version of which is attached to this Agreement as Schedule "D".
- 3.06 The Society may deliver written notice to vacate the Premises to a Life Tenant or his or her personal representative where the Life Tenant has been deemed by the Society to be no longer capable of independent living. Such notice shall specify the date by which the Premises must be vacated by the Life Tenant deemed by the Society to be no longer capable of independent living, which date shall not be less than 30 days from the date of giving notice.
- 3.07 If the Society provides the notice referred to in paragraph 3.06 and there is another Life Tenant or Spouse of a Qualified Occupant residing in the Premises, and provided that the Life Tenant who has been deemed to be no longer capable of independent living vacates the Premises within the time specified in the notice, the remaining Life Tenant or Spouse of a Qualified occupant may at his or her option either vacate the Premises at the same time or continue to occupy the Premises subject to the terms of this Agreement.

**4.0 TERM OF AGREEMENT**

- 4.01 The Term shall commence on the Commencement Date and shall terminate on the Expiry Date.
- 4.02 The Life Tenant (or in the event of death of the Life Tenant, his or her personal representative) shall, subject always to the terms and conditions of this Agreement and the Housing Agreement, have the right of occupation of the Premises from the Commencement Date until the Expiry Date.
- 4.03 The Society may take such steps as it deems reasonably necessary to re-lease the Premises immediately upon:
- (a) receipt of written notice from a Life Tenant that the Life Tenant intends to vacate the Premises;
  - (b) the death of the last surviving Life Tenant or Spouse of a Qualified Occupant;
  - (c) the date upon which a notice described in paragraph 3.06 above is delivered by the Society and there is no remaining Life Tenant or Spouse of a Qualified Occupant who will remain in occupancy of the Premises; or

- (d) the date of termination of this Agreement by the Society as described under Section 19.00 of this Agreement.

and the Life Tenant, or his or her personal representative, shall provide the Society with access to the Premises within 72 hours of receiving a written request from the Society for access to the Premises for any of the circumstances set out above. In the event that the Life Tenant, or his or her personal representative, refuses to provide the Society with access to the Premises within 72 hours from delivery of the request for access, the Society may enter the Premises as reasonably required for the purpose of preparing the Premises for re-lease and for the purposes of marketing the Premises, and may continue thereafter to enter the Premises as reasonably required for these purposes.

#### **5.00 PAYMENT**

- 5.01 In consideration of the Society granting to the Life Tenant the life lease referred to in this Agreement, the Life Tenant agrees to pay to the Society the Life Lease Capital Payment payable in the manner and upon the dates set out in the schedule attached to this Agreement as Schedule "E". Prior to the completion of the Dwelling Unit, all monies received by the Society will be held in trust by the Society's solicitors with interest accruing to the benefit of the Life Tenant until the Dwelling Unit is completed and the Life Tenant is entitled to occupy his or her Dwelling Unit.

#### **6.0 TAXES, UTILITIES AND MONTHLY MAINTENANCE**

- 6.01 The Life Tenant shall pay, when due, all Taxes.
- 6.02 The Life Tenant shall pay, when due, the Utilities.
- 6.03 The Life Tenant shall pay to the Society the Life Tenant's proportionate share of the Maintenance Charges, as determined by the Society acting reasonably, by way of equal monthly installments (the "Monthly Maintenance Payment"), in advance, on the first day of each month during the Term.
- 6.04 The amount of the Maintenance Charges shall be established annually by the Society. The Society shall give the Life Tenant thirty (30) days advance written notice of any increase in the amount of the Monthly Maintenance Payment.
- 6.05 If the Life Tenant fails to pay the Taxes, the Utilities, the Monthly Maintenance Payment or any other amount payable under this Agreement, the Society shall be entitled to pay such amount on behalf of the Life Tenant and the Life Tenant shall, upon demand, promptly repay any such amounts to the Society together with interest thereon at the rate of two (2%) per cent per month until paid in full.

#### **7.0 REDEMPTION**

- 7.01 Subject to paragraphs 7.04, 7.05 and 7.06 following, the Society shall within forty-five (45) days of the Expiry Date pay to the Life Tenant, or his or her personal representative

in the event of the Life Tenant's death or incapacity, an amount equal to the Life Lease Capital Payment less the following amounts:

- (a) the Marketing and Occupancy Fee;
- (b) the actual costs incurred by the Society, plus an administration fee equal to 15% of such actual costs, to repair damage to the Dwelling Unit that is over and above reasonable and normal wear and tear as determined by the Society;
- (c) all Taxes, Utilities, Monthly Maintenance Payments and any other payments due and unpaid under this Agreement;
- (d) such amount or amounts as shall be required to release and discharge any security interest attaching to the Premises;
- (e) the amount of any unpaid loans made by the Society to the Life Tenant and any interest due and payable thereon; and
- (f) the amount of any deferred fees or financial obligations due and owing by the Life Tenant to the Society whether in respect of this Agreement and the Premises or otherwise.

7.02 At the expiration or sooner termination of the Term, the Life Tenant or his or her personal representative, as the case might be, shall peaceably surrender and yield up vacant possession of the Premises to the Society in as good condition and repair as the Life Tenant is required to maintain the Premises throughout the Term. The Life Tenant or his or her personal representative, as the case might be, shall surrender all keys to the Premises to the Society at the place then fixed for the payment of the Monthly Maintenance Payment. In addition, the Life Tenant or his or her personal representative, as the case may be, shall, if requested by the Society, remove at the Life Tenant's sole cost and expense, all improvements, erections, alterations, fixtures or other appurtenances made, placed or erected by the Life Tenant at any time or times prior to or during the Term in or on the Premises and shall repair, at the Life Tenant's sole cost and expense, all damage to the Premises caused by their installation and/or removal. The Life Tenant shall also pay any such amounts as may be necessary and shall cause any security interest attaching to the Premises or Development to be released and discharged as applicable. The obligations under this paragraph shall survive the Term of this Agreement. For greater certainty, the Life Tenant agrees with the Society as follows:

- (a) any upgrades made to the Premises by agreement with the Life Tenant during the construction of the Dwelling Unit shall remain the property of the Society and the Life Tenant shall not be entitled to any compensation in respect thereof; and
- (b) all fixtures including window covering and drapery hardware shall remain the property of the Society.

- 7.03 In the event there is more than one Life Tenant or a Spouse of a Qualified Occupant then this Section 7.00 shall not apply until the Expiry Date has been determined in relation to the surviving or remaining Life Tenant or Spouse of a Qualified Occupant, as the case may be.
- 7.04 Notwithstanding any other provisions of this agreement, the directors of the Society in their sole discretion may limit the number of redemptions within any twelve (12) month period to a maximum of fifteen (15%) per cent of the Dwelling Units within the Development.
- 7.05 The Society shall be under no obligation to pay the Life Lease Capital Payment less the Deductions until such time as the Life Tenant or the Life Tenant's personal representative have delivered to the Society a release of the Life Tenant's leasehold interest in the Premises in registrable form.
- 7.06 Where the representative of a Life Tenant is delayed in providing the Society with a release of the Life Tenant's leasehold interest in the Premises in registrable form as a result of the death or incapacity of the Life Tenant, the Society and the representative of a Life Tenant may agree to a voluntary surrender of occupancy and reletting of the Premises by the Society. Such agreement shall be upon terms and conditions which reasonably assure future payment of the Life Lease Capital Payment less the Deductions to the representative of a Life Tenant and which provide the Society with the authority to grant temporary occupancy of the Premises to a new tenant until such time as the leasehold interest of the Life Tenant is released and a new lease is entered into with the new tenant and a notice thereof is registered.

#### **8.0 LIFE TENANT COVENANTS**

- 8.01 The Life Tenant shall maintain the Premises in a good state of repair and fit for habitation, only damages result from structural defects, fire and other casualties against which the Society is insured being excepted. The Life Tenant shall be responsible for ordinary cleanliness of the Premises and shall repair any damage caused to the Premises and the Common Areas and Facilities by the wilful or negligent conduct or omissions of the Life Tenant and those for whom the Life Tenant is at law responsible. The Society shall have the right to enter and inspect the Premises upon reasonable notice and to notify the Life Tenant of any repairs to fulfil his obligations hereunder, and the Life Tenant shall forthwith repair or maintain the Premises in accordance with such notice. The Society may, at its option, make such repairs at the expense of the Life Tenant and the Life Tenant covenants to pay all costs which the Society incurs in making such repairs together with an administration charge of fifteen percent (15%) of such cost.
- 8.02 The Life Tenant shall not make any alterations, structural or otherwise, to the Premises without the prior written consent of the Society, which consent may be arbitrarily refused.

- 8.03 The Life Tenant shall throughout the Term effect and maintain comprehensive general liability insurance, including Life Tenant's legal liability and water damage coverage, for an amount not less than \$2,000,000.00 per occurrence.

The comprehensive general liability policy shall name the Society as an additional insured and shall contain provisions for cross-liability and severability of interest. The Life Tenant shall provide the Society with a certificate evidencing such insurance together with evidence of renewal thereof from time to time. All such policies shall be non-contributing with, and shall apply only as primary and not as excess to, any other insurance available to the Society. The Life Tenant hereby releases the Society and its agents, contractors, employees, directors, officers and anyone for whom it is legally responsible from any and all liability for damage or destruction to the property referred to in this paragraph.

- 8.04 The Life Tenant shall not do or omit to do anything, or permit any activity to be carried on within the Premises or in the Common Areas and Facilities, that would have the effect of increasing the premiums for any of the Society's policies of insurance upon the Development or which would cause the cancellation or threatened cancellation of any such insurance.
- 8.05 The Life Tenant shall not do or permit to be done any act or thing which may constitute a violation of any federal, provincial or municipal law, regulation or ordinance nor do or permit anything to be done which is a nuisance or which is offensive or an annoyance to the Society or to the other tenants occupying the Development, nor do or permit to be done any waste, damage, disfiguration or injury to the Premises including, without limitation, any overloading of the floors thereof.
- 8.06 The Life Tenant is aware of and acknowledges the Christian heritage of the Society and the affiliated societies and that the Society and its directors manage and operate the Society and its affiliated entities on Christian faith principles and core values as described in Recitals B and C of this Agreement and expressed by The Canadian Baptists of Western Canada and the Convention of Baptist Churches of British Columbia. The Life Tenant, while under no obligation to endorse, accept or agree personally with the specific beliefs, principles and core values of the Society and its directors and affiliated entities, agrees to be respectful of and not to actively oppose the Society's Christian perspective, beliefs, principles and core values.
- 8.07 The Life Tenant shall comply with the Rules and Regulations.
- 8.08 The Life Tenant shall not at any time register or cause or permit this Agreement to be registered against the title of the Society to the Development, and in the event of this Agreement at any time being so registered, the Life Tenant will forthwith, on the request of the Society, withdraw, discharge and release such registration at his own expense. The Life Tenant releases the Society from the obligation to provide a registrable instrument under the *Land Title Act* (British Columbia) and amendments thereto as may be required pursuant to the provisions of the *Property Law Act* (British Columbia) and amendments thereto.

8.09 The Life Tenant shall not pledge, hypothecate, mortgage or otherwise encumber in any way this Agreement or the Life Tenant's rights and interests thereunder.

8.10 The Life Tenant shall not assign this Agreement or sublet, grant a licence to or otherwise part with possession of the Premises or any part thereof.

**9.0 SOCIETY'S COVENANTS**

9.01 the Society covenants with the Life Tenant for quiet enjoyment for as long as the Life Tenant remains in compliance with the terms of this Agreement.

9.02 The Society further covenants to reasonably manage and administer the Development for the benefit, comfort and enjoyment of all of the tenants in the Development.

**10.00 UNAVOIDABLE DELAY**

10.01 If the Society shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility, and such obligation cannot be fulfilled due to reasons beyond the control of the Society and which reasons are not avoidable by the exercise of reasonable effort on the part of the Society, then the Society shall be deemed not to be in default of the performance of such obligation and the period for the performance of such obligation shall be extended accordingly, and neither the Life Tenant nor any other occupant of the Premises shall be entitled to compensation for any inconvenience, nuisance or discomfort attributable thereto.

**11.00 NON-WAIVER**

11.01 If the Society overlooks, excuses, condones or suffers any default, breach or nonobservance by the Life Tenant of any obligation under this Agreement this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or nonobservance and no waiver shall be effective unless expressed in writing.

**12.00 INDEMNITY**

12.01 The Life Tenant shall indemnify and save the Society and its agents, contractors, employees, directors, officers and anyone for whom it is legally responsible, harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Life Tenant or any other occupant of the Premises or occasioned wholly or in part by any act or omission of the Life Tenant, its invitees, licensees or anyone permitted or authorized by the Life Tenant to be on the Premises or any other part of the Development or arising out of any breach or non-performance by the Life Tenant of any provisions of this Agreement.



**13.00 DAMAGE TO PROPERTY**

- 13.01 The Society shall not be liable or responsible in any way for loss of or damage or injury to any property belonging to the Life Tenant or to any other person while such property is on or about the Premises and the Development, save and except for such property as is insured by the Society, and without limiting the generality of the foregoing, the Society shall not be responsible for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Development or Premises or from the water, steam or drainage pipes or plumbing or any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for damage caused by anything done or omitted by any other Life Tenant, unless caused by the gross negligence or willful misconduct of the Society or other persons for whom it is legally responsible, nor shall it be responsible for any such loss of or damage or injury to such property attributable to any act or omission (including misconduct or negligence) on the part of any agent, contractor or person from time to time employed by the Society or for loss or damage caused to money, securities, negotiable instruments, papers or other valuables of the Life Tenant.

**14.00 LOCKS**

- 14.01 Neither the Society nor the Life Tenant shall change the locks to the Premises without the prior written consent of the other. Each of the Life Tenant and the Society shall at all times possess a key to the Premises. If the Life Tenant loses the key to the Premises furnished by the Society, the Society shall replace such key at the Life Tenant's expense.

**15.00 DAMAGE OR DESTRUCTION**

- 15.01 If the Premises are destroyed or damaged so as to be unfit for habitation, and in the Society's reasonable opinion such damage or destruction cannot be repaired within thirty (30) days after the occurrence of such damage or destruction, then the Society shall have the option to terminate this Agreement at any time within sixty (60) days thereafter by giving written notice to the Life Tenant, and the Life Tenant shall execute any document necessary to give effect to this intention to terminate the Agreement. Upon such termination the Life Tenant shall immediately surrender the Premises and release to the Society all of the Life Tenant's interest in this Agreement and the Society shall within ninety (90) days of the date of such damage or destruction, or upon receipt of the insurance proceeds in respect of such damage or destruction (provided that the Society proceeds diligently to recover such insurance proceeds), whichever is later, pay to the Life Tenant the Life Lease Capital Payment less the Deductions. If the Society does not elect to terminate this Agreement it shall proceed diligently to repair the Premises. In no event shall the Society be required to repair or restore any improvements or fixtures which were made or installed in the Premises by or on behalf of the Life Tenant.

**16.00 APPLIANCES**

16.01 The Life Tenant may use the existing appliances located in the Premises, and shall maintain them in a good state of repair. The Society shall be responsible for the costs of any repair or replacement of the Appliances caused by normal wear and tear. Upon the expiry or earlier termination of this Agreement the Life Tenant shall return the Appliances to the Society in the same condition as at the commencement of the Term, reasonable wear and tear only excepted.

**17.00 ABANDONMENT OF PERSONAL PROPERTY**

17.01 If the Society re-enters the Premises as a result of the abandonment of the Premises or the lawful termination of the Agreement and there is any property of the Life Tenant on the Premises, the Society shall be entitled to deal with such property in its absolute discretion including, without limitation, effecting the sale thereof and retaining the proceeds. The Life Tenant hereby releases any interest it might have in any property left in or about the Premises after such abandonment or termination of the Agreement. In addition to the rights set out herein, the Society shall have the right to reduce the amount due to the Life Tenant as set forth in Section 6.00 by an amount equal to the Society's costs in effecting the disposition of any such property.

**18.00 REMOVAL OF LIENS**

18.01 The Life Tenant shall do all things necessary to minimize the possibility of a lien under the *Builders Lien Act* (British Columbia), and amendments thereto, attaching to the Premises or the Development, and should a claim for any such lien be made or registered against the Premises, or the Development as a result of work performed in connection with the Premises, the Life Tenant shall discharge the same from title, at its expense, within ten (10) days of receiving notice of such registration.

**19.0 DEFAULT OF LIFE TENANT**

19.01 Notwithstanding anything contained in any present or future laws, statutory or otherwise, if and whenever during the Term of this Agreement the Life Tenant in the opinion of the Directors of the Society:

- (a) fails to pay the Taxes, Utilities, Monthly Maintenance Payments or any other payment under this Agreement or any other indebtedness to the Society when due and payable; or
- (b) fails to observe or perform any of the terms, covenants or conditions of this Agreement including the Rules and Regulations or the Housing Agreement to be observed or performed by the Life Tenant; or
- (c) allows the Premises or any part thereof to be used by any person other than those who are entitled to use the Premises or any part thereof under this Agreement or the Housing Agreement; or

- (d) abandons the Premises; or
- (e) fails to discharge a lien as required pursuant to paragraph 17.01 of this agreement; or
- (f) is no longer capable of independent living; or
- (g) materially misstates or fails to state material facts in the application for occupancy of a Dwelling Unit; or
- (h) has engaged in actions which constitute a threat to the health safety or enjoyment of residents of other Dwelling Units

then, in addition to any other remedies available to the Society pursuant to this Agreement or any applicable law, the Society may deliver to the Life Tenant a notice (the "Default Notice") specifying the event of default and requiring the Life Tenant to remedy the default not later than thirty (30) days from the date of receipt of the Default Notice. If the Life Tenant fails to remedy the default within the prescribed time limit then the Society may without further notice terminate this agreement and relet the Premises.

No re-entry by the Society will be construed as an election on its part to terminate this Agreement unless a written notice of that intention is given to the Life Tenant. The Life Tenant shall be conclusively deemed for all purposes to have abandoned the Premises if he or she removes therefrom substantially all of his or her personal property located on the Premises and if the Premises remain vacant for thirty (30) continuous days.

#### **20.00 SUBORDINATION AND ATTORNMEN**

- 20.01 At the option of the Society, this Agreement and all rights of the Life Tenant hereunder shall be subject and subordinate to any and all mortgages now or at any time hereafter existing which may now or at any time hereafter affect the Premises or the Development in whole or in part and to all renewals, modifications, replacements, and extensions thereof; provided further that the Life Tenant shall, when requested by the Society or by any mortgagee, attorn to and become the Life Tenant of such mortgagee for the remainder of the Term, or postpone and subordinate this Agreement to such mortgage.
- 20.02 The Life Tenant's obligation to execute an agreement subordinating this Agreement is subject to the mortgagee executing a non-disturbance agreement which permits the Life Tenant to continue his or her occupation of the Premises without additional obligation, provided that the Life Tenant is not in default under this Agreement and continues to perform all of the Life Tenant's obligations, covenants, conditions and agreements herein set forth.

**21.00 MEDIATION & ARBITRATION**

21.01 If any dispute shall arise between the parties hereto with reference to this Agreement or any matter arising hereunder the parties agree to attempt to resolve the dispute by participating in a structured negotiation conference with a mediator under the Commercial Mediation Rules of the British Columbia International Commerce Arbitration Centre ("BCICAC"). The appointing authority will be the BCICAC. If such dispute remains unresolved after mediation, the dispute shall be referred to arbitration by a single arbitrator agreed upon by the parties. If the parties cannot agree upon a single arbitrator, the arbitration shall be conducted by a single arbitrator appointed by a judge of the Supreme Court of British Columbia upon application of any of the parties. The arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia) and any amendments thereto. The decision of the arbitrator shall be binding and no appeal shall lie therefrom. The cost of the arbitration shall be borne equally by the parties.

**22.00 NOTICE**

22.01 Any notice, statement, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently and effectually given to the Life Tenant if it is delivered to the Premises or delivered personally to the Life Tenant or to any other person upon the Premises who appears to be at least nineteen (19) years of age and to the Society if it is delivered to the Society by hand or by registered mail to:

**BG ASPEN GREEN SOCIETY  
3350 East 5th Avenue  
Vancouver, BC V5M 1P4  
Attention: Chief Executive Officer**

or to such other address as the Society may from time to time advise the Life Tenant by notice in writing. If either party consists of more than one person any notice may be given to any one of them and shall have the same force and effect as if given to all of them.

**23.00 GOVERNING LAW**

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

**24.00 INTERPRETATION**

24.01 This Agreement shall be read with all changes in gender and number as required by the context. The term "Life Tenant" shall be deemed to include, where the context so requires, the term "Spouse of a Qualified Occupant". The article numbers, article headings, section numbers and section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

**25.00 SUCCESSORS AND ASSIGNS**

25.01 Save and except as otherwise provided in this Agreement, this Agreement shall enture to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

**26.00 APPOINTMENT OF AGENT**

26.01 The Society may, at its sole discretion, appoint an agent to administer this Agreement with all authority to conduct all inspections and repairs of the Premises, to show the Premises or the Development to prospective life tenants and to exercise all other rights of the Society hereunder.

**27.00 AMENDMENT, WAIVER, ETC.**

27.01 No amendment, waiver or renewal of any part of this Agreement shall be effective unless it is in writing and signed by the Life Tenant and the Society.

27.02 All the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article and paragraph hereof. Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered to be separate and severable from the remaining portion of the Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

**BG ASPEN GREEN SOCIETY**

Per: \_\_\_\_\_

**SIGNED SEALED & DELIVERED**

in the presence of:

Name:	)	
	)	
Address:	)	_____
	)	*
Occupation:	)	
	)	_____
(as to all signatures)	)	*

**SCHEDULE A to the Life Lease Agreement  
LEASEHOLD EXPLANATORY PLAN**

**(to be inserted)**

**SCHEDULE B to the Life Lease Agreement  
RULES & REGULATIONS**

Rules and Regulations  
For Beulah Garden Homes (BGH)  
Last updated: May 26, 2014

**1.0 Moving In and Out**

- 1.1 Residents will arrange a date and time with Beulah Garden Homes ("BGH") for moving in or out. Residents may only move furniture on Monday through Friday between 8:00 a.m. and 6:00 p.m., and on weekends by appointment only.
- 1.2 Residents will use only the designated elevator for moving furniture, which elevator must be protected with pads provided by BGH.
- 1.3 Residents will not keep or install furniture or fixtures that, by reason of their weight or size or both, may damage the premises. For example, waterbeds are not allowed.
- 1.4 If a resident causes damage while moving, BGH may repair such damage at that resident's expense.
- 1.5 If BGH provides notice of termination to a resident, BGH may show that resident's unit to prospective tenants.

**2.0 Residents, Guests and Children**

- 2.1 No person other than those to whom a unit has been leased is allowed to reside on the premises without the consent of BGH.
- 2.2 Residents agree that if their health deteriorates to such a degree that it is unsafe for them or their neighbours to remain in their unit, they will relocate. BGH may request a resident to have a physician complete and sign a medical certificate affirming the resident's ability to safely live independently.
- 2.3 Residents will notify BGH if they will have guests staying with them for longer than two consecutive weeks.
- 2.4 Residents will not permit guests to stay overnight habitually so as to appear to be or to constitute a form of occupancy or sub-tenancy.
- 2.5 Residents will be responsible for the behaviour of their guests. Residents will ensure that children are adequately supervised.

DRAFT: BGH LL R & R

**3.0 Use of Property**

- 3.1 Residents are reminded that they are part of a community and must respect the rights, privileges and feelings of their neighbours.
- 3.2 Residents will not use their property in any way that will cause a nuisance, including noise, or a hazard to any other resident, or in any way that contravenes any municipal, provincial or federal law or regulation.
- 3.3 Residents may post or display signs, advertisements, or notices on designated billboards provided that such signs, advertisements, or notices are first approved by BGH.
- 3.4 Residents will not display trade, business, or professional signs. Residents will not carry on any trade or business activity which brings clients or customers to the premises.
- 3.5 Residents may consume alcohol only in their residences or on their balconies or patios.
- 3.6 Residents may smoke only in outdoor designated areas. Residents will not smoke in their units.
- 3.7 Residents will not hold garage or yard sales. If residents wish to hold a communal garage or yard sale, resident may request approval from BGH.
- 3.8 Residents and their guests will not cycle, rollerblade, or skateboard on the sidewalks or anywhere in the building. Residents and their guests will not rollerblade or skateboard on the roadways.
- 3.9 Residents will place non-recyclable garbage in plastic bags and deposit such garbage in the containers in the garbage room. Residents will place all recyclables in the appropriate containers.
- 3.10 Residents will comply with the City of Vancouver garbage and recycling rules.

**4.0 Safety and Security**

- 4.1 Residents will not disconnect detectors and sprinklers.
- 4.2 Residents will notify BGH immediately if they lose their keys. BGH may charge a fee for replacement keys and entrance access for residents who are locked out.
- 4.3 BGH will provide each unit with a maximum of one building fob per lessee at no cost, plus one additional fob at a fee. Residents will report the loss of any fob immediately to BGH. Residents will be required to present their fobs for review and submit an "Emergency Contact Form" annually to BGH.
- 4.4 Residents will have a telephone in their units as the building uses a telephone controlled entry system for guests.

DRAFT: BGH LL R & R



- 4.5 Residents will disable and store securely all firearms.
  - 4.6 Residents will not store in their units, lockers, or in the underground parking any flammable or toxic materials, including propane tanks, other than normal household cleaning supplies.
  - 4.7 Residents will not have barbecues on their balconies or patios.
  - 4.8 Residents will not leave water running unattended.
  - 4.9 Residents will register their unit alarm codes with BGH.
  - 4.10 Residents will not open doors to allow strangers into the building. Residents will report any suspicious persons in the buildings to the police.
  - 4.11 Residents will not prop or otherwise leave open fire doors, including unit doors.
- 5.0 Repairs and Maintenance**
- 5.1 Residents will notify BGH of any maintenance or repairs required in their units before any work is undertaken.
  - 5.2 BGH may repair any damage to any part of the building or premises caused through the neglect or carelessness of a resident or a resident's guest at the resident's expense.
- 6.0 Pest Control**
- 6.1 Residents will report any signs of pests to BGH and comply with maintenance protocol in responding.
- 7.0 Renovations, Alterations and Mechanical Systems**
- 7.1 Residents will not alter or renovate their units unless such alteration or renovation is first approved by BGH. BGH will undertake all such alteration or renovation, unless BGH directs otherwise.
  - 7.2 Residents will not change any locks on the premises unless the resident obtains the prior written consent of BGH. BGH will not change any locks of the resident unless BGH obtains the prior consent of the resident. BGH will set a fee to cover equipment and labour for the changing of locks.
  - 7.3 Residents will not attempt to repair any of the mechanical systems, including but not limited to plumbing, heating, and electrical, in their units or in the building. Residents may contact BGH if they are having problems with such systems.
  - 7.4 Residents will not overload electrical circuits or alter electrical circuit breakers. Residents will not use electrical, gas, or plumbing equipment for purposes other than those intended by the manufacturer.

DRAFT: BGH LL R & R

- 7.5 Residents may have free-standing air-conditioning units inside their units. Residents will not vent air-conditioning units to the outside of the building unless the resident obtains the prior written consent of BGH.
- 7.6 Residents may use additional heating units provided that such units are CSA-approved and that residents follow all manufacturer guidelines.
- 8.0 Hallways, Balconies, Windows, and Common Property**
- 8.1 Residents' private property includes the inside of their units only. Balconies, patios, and the exterior of doors are common property, but limited to the respective resident's use. All other property is common property.
- 8.2 Residents may place patio furniture and up to five potted plants in maximum five-gallon pots on any one balcony or patio. All potted plants must be movable by the resident for the purposes of cleaning to prevent staining and to protect balcony or patio surfaces from rotting. Residents will not place plants in common areas.
- 8.3 Residents will not keep boxes, cleaning supplies, or storage containers of any type on their balconies or patios.
- 8.4 Residents will not shake rugs, mops, or dusters from windows, balconies or doorways. Residents will not sweep anything over the edge of their balconies or patios.
- 8.5 Residents will not hang laundry or air linens outside
- 8.6 Residents will not hang anything from outside the windows or from balcony rails. Residents may install exterior awnings or shades provided that the Resident first obtains the prior written consent of BGH.
- 8.7 Residents will not obstruct hallways, stairwells, entrances, elevators, or sidewalks in any way. Residents will not use hallways for temporary or permanent storage of walkers, shopping carts, floor decorations, motorized scooters, wheelchairs, or any other items of personal use. Residents will consult BGH before putting up any exterior wall or entrance door decoration. Residents will keep hallway doors closed.
- 8.8 Residents will not erect antennas, aerials, towers, or satellite dishes, of any kind, outside of their unit or on their balconies or patios.
- 8.9 Residents will ensure that inside window coverings are consistent with the overall quality and appearance of the building.
- 8.10 Residents may put up and light Christmas decorations from the earlier of the first weekend of Advent or December 1 to January 12. Residents may have lights on balcony railings and around windows provided they are CSA-approved and the resident does not place any holes in the building exterior.

DRAFT: BGH LL R & R

**9.0 Landscaping**

- 9.1 BGH will be responsible for landscaping. BGH may use and direct contracted service providers and volunteers for landscaping. Residents who wish to assist with landscaping may contact BGH.
- 9.2 Residents may lease gardening boxes annually from BGH, subject to availability.
- 9.3 Residents may bring any concerns about the landscaping to BGH.
- 9.4 Residents will not remove plants and trees from the premises.

**10.0 Vehicles and Parking**

- 10.1 Residents will park in their assigned parking spaces. Residents may rent additional parking spaces from BGH on a monthly basis, subject to availability.
- 10.2 Residents will not park in visitor parking.
- 10.3 BGH may tow vehicles parked in no-parking areas without notice and at the vehicle owner's expense.
- 10.4 Residents and their guests will not park vehicles exceeding 4,000 kg GVW anywhere on the premises unless for the purposes of moving or delivery.
- 10.5 Residents and their guests will not exceed the maximum length of vehicles permitted in the underground parking.
- 10.6 Residents and their guests will not park recreational vehicles, boats and trailers anywhere on the premises unless for the purposes loading or unloading.
- 10.7 Residents and their guests will not bring vehicles with auxiliary propane tanks into the underground parking.
- 10.8 Residents and their guests will ensure that no objects or attachments protrude over the front, back, or sides of their vehicles when in the underground parking.
- 10.9 BGH may charge residents for damage caused by their vehicles, fluids leaking from the vehicles, their guests' vehicles or fluids leaking from their guests' vehicles.
- 10.10 Residents and their guests will not repair or maintenance their vehicles in underground or surface parking.
- 10.11 Residents may wash their vehicles only in the designated area.

DRAFT: BGH LL R & R

- 10.12 Uninsured or unlicensed vehicles are not permitted in the underground or surface parking. Residents and their guests must ensure that their vehicles are insured and licensed. Residents and their guests must register their license plates with BGH.
- 10.13 Guests will park in designated parking spaces or on the street.
- 10.14 Residents may store bicycles in the designated area at the owner's risk. Residents will not store bicycles on their balconies or patios.
- 10.15 Residents may store scooters in the designated area at the owner's risk or in the resident's unit. Residents will not store scooters in the hallways.
- 10.16 Motorcycles must be parked in a parking spot, a designated area or on the street.
- 10.17 Vehicles are to enter the underground parking one at a time. Residents and guests are required to wait on the inside or outside of the gate without room for an additional vehicle, until such time as the gate is closed.
- 10.18 No storage is permitted in the underground parking.
- 11.0 Speed Limits**
- 11.1 The speed limit in the underground parking is 10 km/hour. BGH may change the speed limit based on changing conditions.
- 11.2 Residents will not use the roads and parking areas on the premises for recreational activities.
- 12.0 Pets**
- 12.1 Residents may not keep a pet or any other animal, except for fish in up to two aquariums totaling no more than 15 gallons.
- 12.2 Notwithstanding rule 12.1, BGH will allow a Resident and guests to keep living assistance dogs.
- 13.0 Fines and Payments**
- 13.1 BGH may fine residents for breaching these rules. BGH may terminate a resident's life lease if the resident does not abide by these rules.
- 13.2 Residents will pay maintenance fees on the first day of each month. Late payments will be subject to interest and a late payment charge of \$50. BGH encourages residents to pay such maintenance fees by pre-authorized payment. Residents may pay their monthly maintenance fees by cheque subject to a monthly administrative fee of \$25.
- 13.3 BGH may add, remove, or adjust the fines or fees as required at its sole discretion. BGH will provide notice to residents of all revisions to the fines and fees.

DRAFT: BGH LL R & R

**14.0 Workshops, Recreation Facilities, and Amenity Rooms (the "Facilities")**

- 14.1 The Facilities are for the use of residents only.
- 14.2 Residents will obey all rules posted for the use of the Facilities.
- 14.3 Residents will keep the Facilities clean and tidy.

**15.0 Enforcement**

- 15.1 Failure on the part of BGH to enforce a rule will not constitute a waiver of the rule and will not prevent BGH from enforcing such rule at its discretion.
- 15.2 If a problem arises that is not covered by these rules, BGH will resolve such problem in its best judgment and at its sole discretion.

**16.0 Insurance**

- 16.1 Residents will carry personal tenant insurance on their property and will provide a copy of the current insurance to BGH. BGH may fine residents who not provide such copy.

**17.0 Resident Files**

- 17.1 Residents will annually submit a contact form to BGH, which form will be used in the event of a personal or building emergency. BGH will not sell resident files or use such files for marketing.

**18.0 Changes and Addendums**

- 18.1 BGH reserves the right to update these Rules at any time.

I/We agree to abide by the above Rules.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

DRAFT: BGH LL R & R

**SCHEDULE C to the Life Lease Agreement  
COPY OF HOUSING AGREEMENT**

(to be inserted)

## Schedule D to the Life Lease Agreement

**Physician's Statement****Name and address of Applicant**

Surname \_\_\_\_\_ Full Given Names \_\_\_\_\_

Date of Birth: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Street \_\_\_\_\_ City/Town \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone ( ) \_\_\_\_\_

To Physician: BG Aspen Green Society offers independent living accommodations for senior citizens. It is important that the applicant be able to live independently. By answering the questions below, you will assist us in assessing the prospective resident and his or her ability to live independently in our facility.

You have attended the patient for \_\_\_\_\_ years In what capacity? \_\_\_\_ Family \_\_\_\_ Specialist

Chronic Health Conditions (please indicate the date of diagnosis)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

**Functional Assessment****Mental Status**

Alert/Lucid	Yes	No	Occasional Lapses
Depressed	Yes	No	Occasional Lapses
Forgetful	Yes	No	Occasional Lapses

Other (Please comment):

---



---



---



---

**Previous Mental Health History:**

---



---



---



---

Senses	Normal	Impaired	Deficit
Hearing			
Vision			
Speech			

**Additional comments:**

---



---



---

**Ambulation**

Status	Never	Occasionally	Often	Always
Requires assistance				
Able to manage stairs				
Able to get in/out bed/chair without assistance				
Assistive device (cane, crutches, wheel chair, prosthesis, orthopedic appliance)				

**Daily Living Activities**

Activity	Independent	Requires Assistance	Comments
Eating			
Bathing			
Dressing			



Elimination	Normal	Incontinent	Comments
Bowel			
Bladder			

Current Home Situation	Yes	No
House		
Townhouse		
Apartment		
Retirement Centre		

Assistance in Home	Never	Occasionally	Daily	Comments
Meal Preparation				
House Cleaning				
Shopping				
Money Management				

Transportation	Yes	No	Comments
Drives own vehicle			
Uses public transportation			
Relies on others to provide transportation			

Doctor: \_\_\_\_\_

Street/Number/Suite \_\_\_\_\_

City/Town \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

Physician's signature \_\_\_\_\_ Date \_\_\_\_\_

Schedule E to the Life Lease Agreement  
Life Lease Capital Payment

Life Lease Capital Payment	\$ _____
Initial Deposit	\$ _____
Payable on Completion Date	\$ _____

Payment Terms (if applicable)

---

---

---

---

---

---

---

---

---

---

---

---


END OF DOCUMENT

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 587 West King Edward Avenue**

Following public hearing on June 3, 2014, Council approved with conditions an amendment to the Zoning and Development By-law to create a CD-1 By-law for 587 West King Edward 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 16, 2014

587 West King Edward Avenue  
(James Residence)

 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-678 (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 (594).

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 (594), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) One-family dwelling;
- (b) Two-family dwelling;
- (c) Multiple dwelling; and
- (d) Accessory uses customarily ancillary to the uses permitted in this section.

**Conditions of use**

3. The design and layout 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 and density**

- 4.1 The floor area for all uses must not exceed 569 m<sup>2</sup>.
- 4.2 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.
- 4.3 Computation of floor area may 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:
    - (i) the total area of all such exclusions must not exceed 12 % of the residential floor area; and
    - (ii) the balconies must not be enclosed for the life of the building.
  - (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs, walls, or similar features;
  - (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 at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
  - (d) 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.
- 4.4 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.
- 4.5 The use of floor area excluded under sections 4.3 and 4.4 must not include any purpose other than that which justified the exclusion.

## **Building height**

5. The building height, measured above base surface, must not exceed 11.6 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 (594).

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. 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

**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.

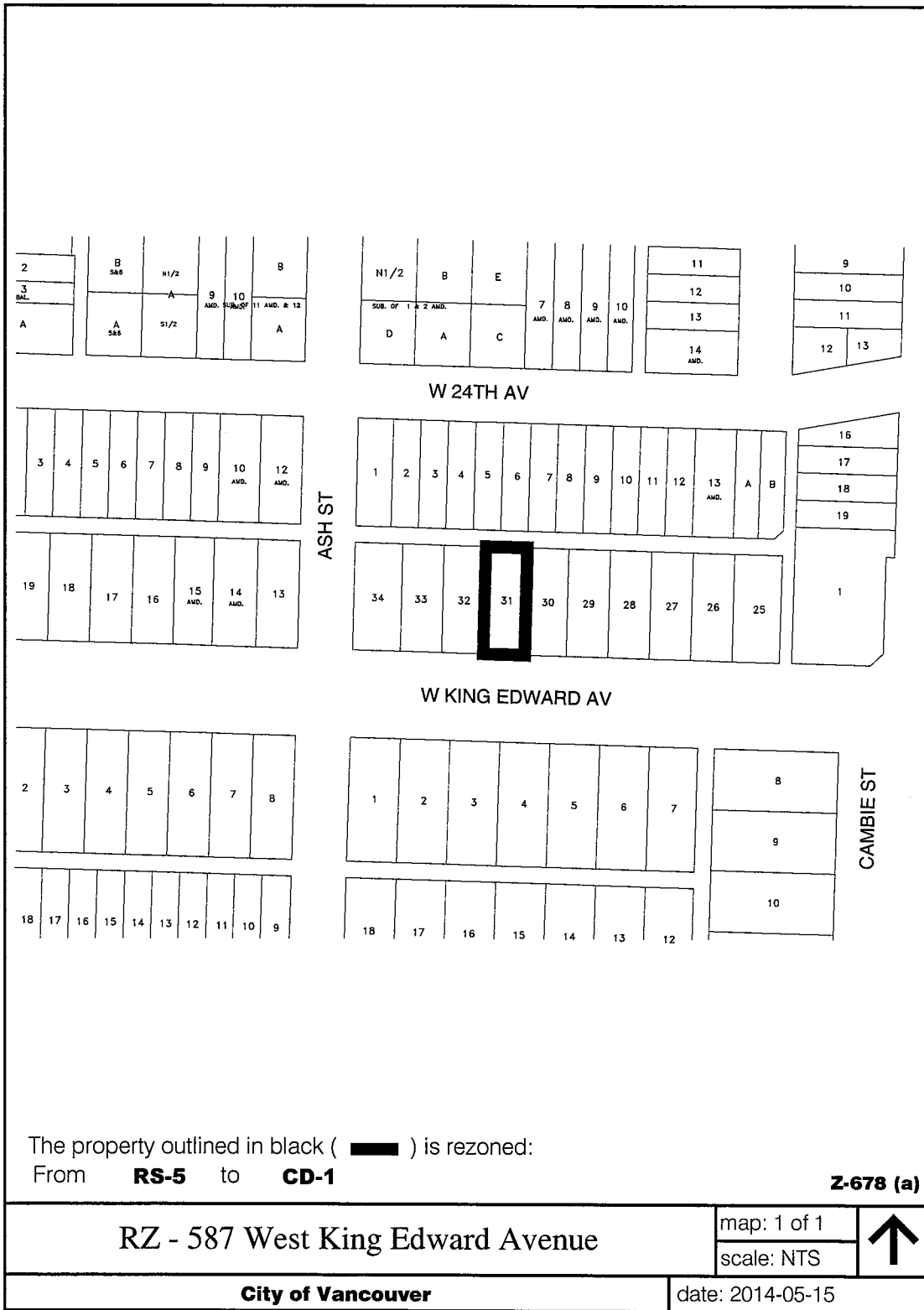
**Force and effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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





## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 591-599 West King Edward Avenue**

Following public hearing on June 3, 2014, Council approved with conditions an amendment to the Zoning and Development By-law to create a CD-1 By-law for 591-599 West King Edward 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 16, 2014

591-599 West King Edward 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-678 (b) 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 (595).

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 (595), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple dwelling;
- (b) Lock-off unit; and
- (c) Accessory uses customarily ancillary to the uses permitted in this section.

**Conditions of use**

3. The design and layout 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 and density**

4.1 The floor area for all uses must not exceed 2 903 m<sup>2</sup>.

4.2 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.3 Computation of floor area may 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:
  - (i) the total area of all such exclusions must not exceed 12 % of the residential floor area; and
  - (ii) the balconies must not be enclosed for the life of the building.
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs, walls, or similar features;
- (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 at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) 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.

4.4 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.5 The use of floor area excluded under sections 4.3 and 4.4 must not include any purpose other than that which justified the exclusion.

## **Building height**

5. The building height, measured above base surface, must not exceed 11.6 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 (595).

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. 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

**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.

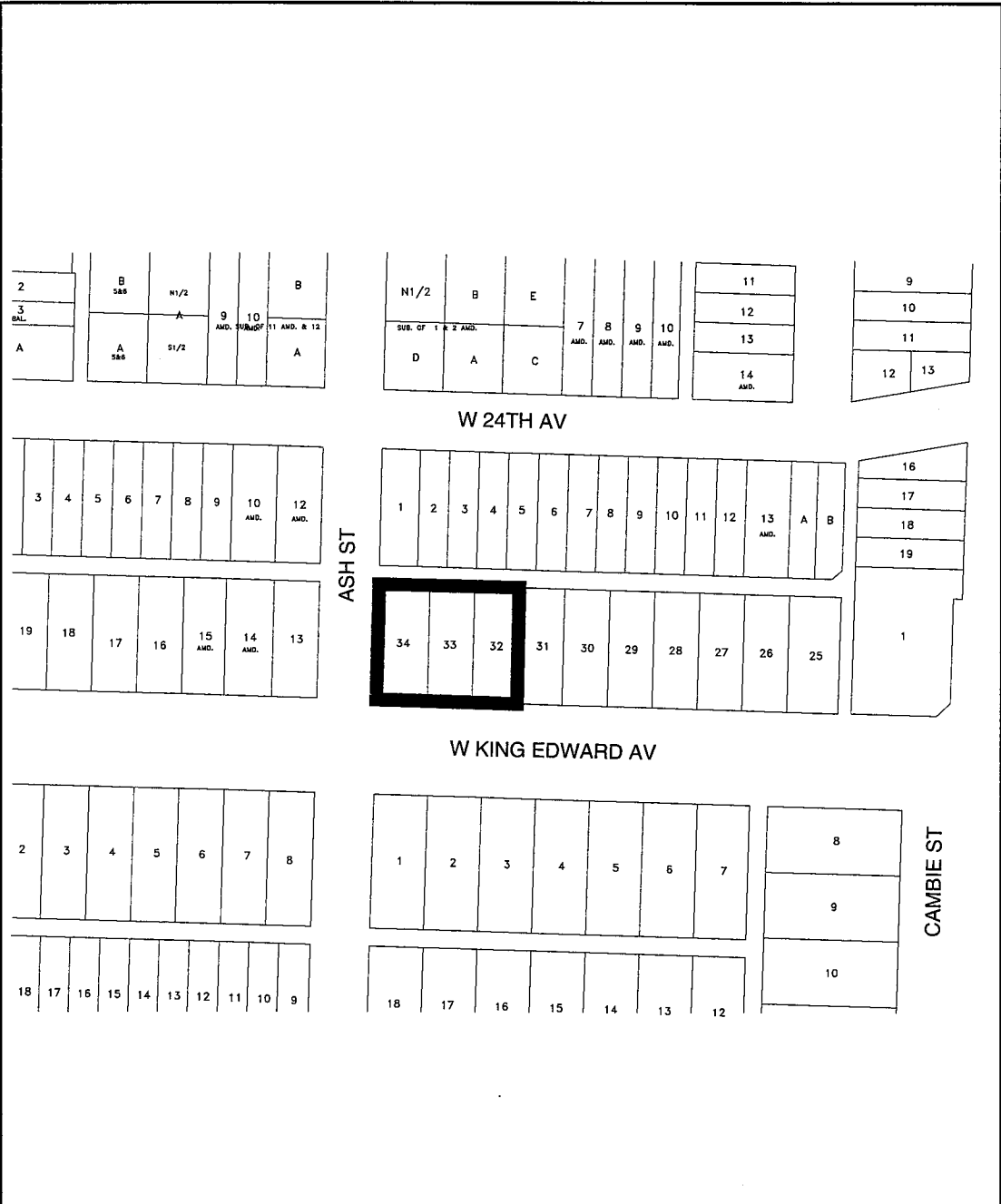
**Force and effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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



The properties outlined in black (  ) are rezoned:  
 From **RS-5** to **CD-1**



**Z-678 (b)**

<b>RZ - 591-599 West King Edward Avenue</b>	map: 1 of 1	
	scale: NTS	
<b>City of Vancouver</b>	date: 2014-05-15	

**EXPLANATION****Sewer and Watercourse By-law  
Amending by-law regarding 2015 fees**

Enactment of the attached By-law will implement Council's resolution of December 16, 2014, respecting new sewer and watercourse rates, and fees to be effective from January 1, 2015.

Director of Legal Services  
December 16, 2014

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

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2015 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	\$ 8,782.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings with or without a Laneway House:	
	a) 4 inch/100 mm diameter	\$12,215.00
	b) 6 inch/150 mm diameter	\$14,744.00
	c) 8 inch/200 mm diameter	\$16,679.00
	d) 10 inch/250 mm diameter	\$19,241.00
	e) 12 inch/300 mm diameter	\$21,864.00
	f) 15 inch/375 mm diameter	\$24,449.00
	g) greater than 15 inch/375 mm diameter pursuant to Sentence 2.7(2)	\$24,449.00
	h) manhole installation in conjunction with a public sewer connection, pursuant to Sentence 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to 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)	\$4,557.00
5.		New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,009.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$287.00

**PART III**

**FLAT RATES  
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$314.00
Single Family Dwelling with Suite	\$424.00
Single Family Dwelling with Laneway House	\$424.00
Single Family Dwelling with Suite and Laneway House	\$535.00
Strata Duplex (per dwelling unit)	\$213.00
2 Services, 1 Lot	\$628.00
3 Services, 1 Lot	\$941.00
4 Services, 1 Lot	\$1,256.00
Parking Lot/Garden	\$179.00

**PART IV**

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

Other Property	\$179.00
Turned Off, 1 Service	\$179.00
Turned Off, 2 Services	\$179.00
Turned Off, 3 Services	\$179.00

**PART V**

**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$2.021
Waste Discharge Permit User Rate	\$0.6583

**PART VI**

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$0.92
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$0.92
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$242.00

”

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, 2015.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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


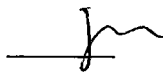
## EXPLANATION

**Solid Waste By-law No. 8417  
amending By-law regarding,  
2015 rates and miscellaneous amendments**

On December 16, 2014, Council approved amendment of the By-law to change rates for 2015, and to implement new rules regarding disposal of wood waste, food waste and other waste. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 16, 2014



 BY-LAW NO. 

**A By-law to amend  
Solid Waste By-law No. 8417  
regarding fees and waste disposal**

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

1. This By-law amends the indicated provisions of the Solid Waste By-law, No. 8417.
2. Council adds to section 2, the following definitions in alphabetical order:

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

““banned materials” means the Hazardous and Operational Impact Materials set out in Schedule D and Schedule E, recyclable materials set out in Schedule F, and the Product Stewardship Program Materials set out in Schedule G,”;

““recyclable paper” includes newspapers and inserts, flyers, magazines, catalogues, telephone directories, paper gift wrap and greeting cards, writing paper, computer paper, mail, envelopes, paper bags, boxboard and corrugated cardboard, but excludes photographic paper, tissue paper, paper napkins and towels, carbon paper, paper that is adhered to plastic or metal, composite paper products such as tetrapak containers, gable-top paper containers such as milk cartons, or paper that is covered or infused with wax,”;

““source separated organic waste” means food waste, yard waste, clean wood waste not pierced with nails or other metal fasteners, tissue paper, paper napkins and towels, carbon paper, paper that is covered or infused with wax, food soiled recyclable paper, or any combination thereof,”; and

““surcharge” means the cost charged in addition to the applicable disposal rates for having a load that is not secured as per the requirements of the *Motor Vehicle Act*, or for disposing of banned material,”;

3. Council deletes the definitions of “clean wood waste” and “food waste” in section 2 and replaces those definitions with the following:

““clean wood waste” means solid wood, plywood, particle board or oriented Strand Board that is not painted, stained or treated with chemicals, and may or may not be pierced with nails or other fasteners,”; and

““food waste” means coffee grounds, coffee filters, tea bags, tea leaves, eggs, eggshells, dairy products, bread, baked goods, pasta, batter, dough, meat, poultry, fish, shellfish, bones, fat, shells, fruit, vegetables, grains, nuts, seeds, peelings, shells, oils, butter, sauces combined with foods, whether raw, cooked or processed, but excludes grease, diapers, animal carcasses and liquid oils not combined with food,”

- 4. Council deletes subsection 4.2(5)(b).
- 5. Council deletes the current section 5.1 and replaces it with the following:

**“5.1 Recycling Service**

- (1) The owner or occupier of a house or strata duplex must use the recycling collection service provided by the City.
- (2) The owner or occupier of a rowhouse, apartment or rental apartment may request that the City Engineer provide recycling collection service at the 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 the City’s existing recycling services.
- (3) The owner or occupier of residential premises which receive recycling collection service from the City must pay the applicable rates for service set out in Part IV of Schedule B to this By-law.”

- 6. Council deletes subsection 6.6(d).
- 7. Council deletes the current section 7.4 and replaces it with the following:

**“7.4 Materials Banned from Garbage Containers**

Every owner or occupier of premises to which the City provides garbage collection service shall not cause, permit, or allow to be placed in a garbage cart or garbage can:

- (a) anything described in Schedule D and Schedule G of this By-law;
- (b) materials listed in Schedule F of this By-law, other than clean wood waste and food waste, comprising more than 5% by weight or by volume of total container capacity;
- (c) food waste comprising more than 25% by weight or by volume of the total container capacity; or
- (d) clean wood waste comprising more than 10% by weight or by volume of the total container capacity.”

- 8. Council deletes section 7.5 and renumbers section 7.6 as 7.5.

9. Council deletes the current section 8.4 and replaces it with the following:

**“8.4 Materials Banned from the Vancouver Landfill and Transfer Station**

No person shall dispose of

- (a) anything described in Schedule E and Schedule G to this By-law;
- (b) a solid waste load that contains more than 5% by weight or by volume of materials listed in Schedule F of this by-law other than clean wood waste and food waste;
- (c) a solid waste load that contains more than 25% by weight or by volume of food waste; or
- (d) a solid waste load that contains more than 10% by weight or by volume clean wood waste;

at either the Vancouver Landfill or the Vancouver South Transfer Station, as referred to in section 8.3.”

10. Council hereby repeals Schedules A, B, C, D, E, F, and G and replaces them with the Schedules attached to this By-law as Schedules A, B, C, D, E, F, and G.

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

12. This By-law is to come into force and take effect on January 1, 2015.

ENACTED by Council this     day of     , 2014

---

Mayor

---

City Clerk

**“SCHEDULE A**

**RATES FOR LANDFILL AND TRANSFER STATION**

**I. Drop-off Rates**

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

Solid waste, yard waste and clean wood waste

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste	\$109/tonne	\$20	\$10
Yard waste and clean wood waste	\$66/tonne	\$6	\$6

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

Where any portion of a load consists of recyclable materials which can be deposited separately for recycling, for that portion ..... No Charge

Special disposal fee, in addition to the applicable disposal charge set out above, applied to nuisance waste as determined by the City Engineer ..... \$200 per load

Gypsum waste deposited separately for recycling..... \$150 per tonne (\$10 minimum)

Demolition materials meeting the City Engineer’s specifications for road and infrastructure construction arriving in loads that are greater than 50 cubic metres in volume.....\$60 per tonne

Mattresses deposited for recycling ..... \$15/piece

Residential asbestos waste, 10 bags or less per load ..... Solid waste Rate

All other asbestos waste ..... Solid waste Rate + \$50/tonne + Special disposal fee

**II. Surcharge Rates**

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



Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 5% or more by weight or by volume of recyclable paper that has been contaminated with grease, oil, food residue or other material, a 50% surcharge will be applied to the load.

Effective as of July 1, 2015, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 25% or more by weight or by volume of food waste, a 50% surcharge will be applied to the load.

Effective as of July 1, 2015, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 10% or more by weight or by volume of clean wood waste, a 50% surcharge will be applied to the load.

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$50.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

Where any load of solid waste, yard waste or clean wood waste is not secured as per the requirements of the *Motor Vehicle Act*, a 100% surcharge shall be applied to the load.

### III. Compost Rates

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

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

**“SCHEDULE B**

**RATES FOR COLLECTION SERVICES**

**I. Garbage Cart Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

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

**B. Garbage Cart Rates**

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

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$75	\$97
120 litres	\$87	\$110
180 litres	\$103	\$128
240 litres	\$119	\$146
360 litres	\$151	\$182

**II. Garbage Can Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

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

**B. Garbage Can Rates**

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

biweekly collection.....	\$55.00
weekly collection.....	\$74.00

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

biweekly collection.....	\$52.00
weekly collection.....	\$74.00

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

biweekly collection.....	\$27.00
weekly collection .....	\$30.00

**III. Miscellaneous Service**

**A. City Sticker Service**

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

**B. Purchase of Additional Garbage Service**

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

**IV. Recycling Collection Service**

**A. Basic Recycling Rates**

For each dwelling unit (recycling cart located within 50 m pursuant to section 5.6 (1) of this By-law ..... \$18.00  
except where one or more common collection points, at locations agreed to by the City Engineer are serviced the rate shall be, for each dwelling unit..... \$13.00  
plus for each collection point where service is provided ..... \$5.00

**B. Additional Carryout Charges**

For buildings which receive recycling cart service the following additional charges apply:

for distances greater than 50 m but less than 100 m..... \$ 80.00 per cart  
for distances of 100 m or greater but less than 150 m ..... \$180.00 per cart  
for distances of 150 m or greater..... \$320.00 per cart

**C. Additional Storage Charges**

For those properties which store recycling carts on streets or lanes.....\$74.29 per cart

**V. Green Cart Collection Service**

**A. Green Cart Rates**

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

Size of green cart	Rate
120 litres	\$104
180 litres	\$122
240 litres	\$140
360 litres	\$176

**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.”

## “SCHEDULE C

### MATERIALS ACCEPTED IN BLUE BOX RECYCLING CONTAINERS AND RECYCLING CARTS

1. Printed Papers, including:
  - i) Newspapers, inserts and flyers,
  - ii) Magazines and catalogues,
  - iii) Telephone directories,
  - iv) Paper gift wrap and greeting cards, and
  - v) Household paper (including junk mail, envelopes, writing paper and computer paper).
2. Corrugated Cardboard.
3. Paper Packaging (containing dry items when sold), including:
  - i) Boxboard,
  - ii) Moulded pulp, and
  - iii) Paper bags.
4. Paper Packaging (containing liquids when sold), including:
  - i) Paper cups and lids,
  - ii) Polycoated cartons and aseptic containers for milk, milk substitutes, cream and soup, and
  - iii) Multi-laminated paper packaging (including frozen dessert boxes and microwaveable bowls and cups).
5. Plastic Packaging, including:

Rigid plastic bottles (non-beverage), jugs, jars, clamshells, trays, pails, tubs, cold drink cups and planter pots, identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #3 (Polyvinyl Chloride or PVC) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP) or SPI Code #6 (Polystyrene or PS) or SPI Code #7 (Other) or without a SPI resin code.
6. Metal Packaging:
  - i) Ferrous and non-ferrous metal cans (non-beverage),
  - ii) Spiral wound paper cans and lids (metal ends),
  - iii) Aluminum foil and foil containers, and
  - iv) Aluminum aerosol cans (including food spray cans, air fresheners, deodorant and hairspray).
7. Glass Packaging, including:
  - i) Glass bottles and jars (non-deposit).”

## “SCHEDULE D

### HAZARDOUS AND OPERATIONAL IMPACT MATERIALS BANNED FROM GARBAGE CONTAINERS

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

## “SCHEDULE E

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

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

1. Automobile bodies.
2. Refuse that is on fire, smoldering, flammable or explosive.
3. Hazardous Waste as defined in the Hazardous Waste Regulation (B.C. Reg. 63/88), with the exception of asbestos waste delivered to the Vancouver Landfill in accordance with the Asbestos Policy.
4. Propane tanks.
5. Liquids or sludge.
6. Coated or uncoated wire and cable that exceeds either 1% of the total weight of the load or 1% of the total volume of the load.
7. Dead animals.
8. Excrement, other than amounts of pet excrement that are double bagged and discarded with Municipal Solid Waste and that do not exceed either 5% of the total weight of the load or 5% of the total volume of the load.
9. Barrels, drums, pails or other large (205 litre or greater) liquid containers, whether full or empty.
10. Any single object that:
  - i) weighs more than 100 kilograms, or
  - ii) exceeds 0.35 square metres in cross section at any point, or
  - iii) exceeds 1.2 metres in width and/or 2.5 metres in length, or
  - iv) exceeds 3 cubic metres in volume.
11. Gypsum (drywall) or gypsum containing asbestos.
12. Mattresses.
13. Any material that would cause undue risk of injury or occupational disease to any person at the Vancouver Landfill and Transfer Station or that would otherwise contravene the Occupational Health and Safety Regulation (B.C. Reg. 296/97) enacted pursuant to the Workers Compensation Act, as amended or replaced from time to time.
14. Any other material deemed by the City Engineer as unacceptable for disposal at the Vancouver Landfill or Vancouver South Transfer Station.”



## **“SCHEDULE F**

### **BANNED RECYCLABLE MATERIALS**

1. Printed Papers including:
  - i) Newspapers, inserts and flyers,
  - ii) Magazines and catalogues,
  - iii) Telephone directories,
  - iv) Paper gift wrap and greeting cards, and
  - v) Household paper (including junk mail, envelopes, writing paper and computer paper).
2. Corrugated Cardboard.
3. Paper Packaging (containing dry items when sold) including:
  - i) Boxboard,
  - ii) Moulded pulp, and
  - iii) Paper bags.
4. Plastic Packaging including:

Rigid plastic bottles (non-beverage), jugs, jars, clamshells, trays, pails, tubs, cold drink cups and planter pots, identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP).
5. Metal Packaging including:
  - i) Ferrous and non-ferrous metal cans (non-beverage), and
  - ii) Aluminum foil and foil containers.
6. Glass Packaging including:
  - i) Glass bottles and jars (non-deposit).
7. Yard Waste.
8. Beverage containers identified in “Schedule 1 – Beverage Container Product Category” to the Recycling Regulation (B.C. Reg. 449/2004) of the Environmental Management Act.
9. Clean Wood Waste.
10. Food Waste.”

**“SCHEDULE G  
BANNED PRODUCT STEWARDSHIP MATERIALS**

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



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

## EXPLANATION

**Water Works By-law  
regarding 2015 fee increases and  
miscellaneous amendments regarding meter billing and new numbering system**

Enactment of the attached By-law will implement Council's resolution of December 16, 2014 respecting miscellaneous amendments related to billing, as well as new water rates and fees that are to be effective from January 1, 2015 and the reorganization and re-numbering of By-law provisions for ease of reference and clarity.

Director of Legal Services  
December 16, 2014

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

**A By-law to amend Water Works By-law No. 4848  
regarding 2015 fee increases**

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

1. This By-law amends the indicated provisions of Water Works By-law No. 4848.
2. Council renames Part I as **“INTERPRETATION AND ADMINISTRATION”**.
3. In Part I, Council:

- a) re-numbers section 2 as **“1.1”** and entitles it **“Interpretation”**;
- b) in re-numbered section 1.1, strikes out the definitions of **“TO DISCONTINUE WATER SERVICE”**, **“TO ESTABLISH WATER SERVICE”**, **“TO SHUT OFF”**, and **“TO TURN ON”**; and
- c) adds the following after section 1.1:

**“1.2 Authority of the Collector and the Engineer**

The Collector and the Engineer are authorized to administer the provisions of this By-law.

**1.3 Power of Entry**

The Collector, the Engineer and any person authorized to act on behalf of the Collector or the Engineer are authorized to enter any building or premises at any reasonable time for the purpose of administering or enforcing this By-law.

**1.4 Notice of Contravention**

If, in the opinion of the Collector or the Engineer, a person is contravening the provisions of this By-law, the Collector or the Engineer may issue a notice requiring that the contravention cease by the date specified in the notice.

**1.5 Service of Notice**

A notice issued in accordance with By-law is deemed to have been received:

- (a) four days after mailing, if sent by ordinary prepaid mail to the address of the premises which are the subject of the notice;
- (b) 24 hours after sending, if sent by electronic mail to the electronic mail address of the customer; and
- (c) upon delivery, if delivered by hand to the customer.

#### **1.6 Remedies for Non-compliance**

If a person fails to comply with a notice issued pursuant to this By-law, the Collector or Engineer may:

- (a) shut off the service pipe supplying water to the property;
- (b) reduce the supply of water to the property to a maximum volume and flow of one litre per minute, until the necessary repairs have been completed;
- (c) in the case of an un-metered service, install a meter;
- (d) in the case of a metered service, install an additional meter on city property; or
- (e) carry out such repairs, either on or off the property as, in the opinion of the Engineer, are necessary to repair any defective apparatus, fitting or fixture, or to prevent or eliminate excessive noise, pressure surges, or damage to a private water system or the City's water system.

#### **1.7 Insertion of Costs on Tax Roll**

If the Collector or Engineer takes steps to reduce or shut off water service, install a meter, or carry out repairs pursuant to this By-law, the costs so incurred may be recovered by insertion on the real property tax roll."

4. Council renames Part II as "**ESTABLISHMENT AND DISCONTINUANCE OF METERED SERVICE**".

5. In Part II, Council:

- a) strikes out sections 3 and 3A and substitutes:

##### **"2.1 Metered Service to Building Sites**

Every building site must be connected to a metered water service.

##### **2.2 Connection to Metered Service**

A metered water service must be installed by means of a new connection

to the City's water system, or a connection to an existing service pipe.

### **2.3 Application for Metered Service**

A customer who wishes to establish a metered water service must submit an application in a form satisfactory to the Engineer, together with the applicable fees in accordance with Schedules A and G of this By-law.

### **2.4 Extraordinary Work Outside of Fee Schedules**

Despite the provisions of Schedules A and G of this By-law, the installation of a metered service to a building site must be billed to the customer on an "at cost" basis in accordance with section 5.4 if, in the opinion of the Engineer:

- (a) the installation cost will be greater than 1.5 times the combined total of the flat rate connection fee in Schedule A plus the water meter installation fee in Schedule G; or
- (b) the City water main must be replaced due to the size of the requested service pipe.

### **2.5 Application for Connection to Existing Service Pipe**

A customer who wishes to reconnect to an existing service must submit an application in a form satisfactory to the Engineer and must submit the applicable fees in accordance with the provisions in section 2.8.

### **2.6 Reconnection for Building Sites**

The Engineer may approve reconnection to an existing service pipe to provide water service to a premise that is a building site, if the existing service pipe:

- (a) measures no more than 50 mm in diameter and is no more than 24 years old; or
- (b) measures more than 50 mm in diameter, is no more than 50 years old, and is made of cement-lined ductile iron.

### **2.7 Reconnection for Premises other than Building Sites**

The Engineer may approve reconnection to an existing service pipe to provide water service to a premise that is not a building site, if, in the opinion of the Engineer, such a reconnection would be effective and sound given the size and condition of the existing service pipe.

## 2.8 Reconnection Fees

A person applying for reconnection to an existing service must pay the following fees:

- (a) for an existing water service for which a connection fee has never been paid to the city, the service pipe connection fee set out in Schedule A;
  - (b) for an existing water service for which a connection fee has been paid to the city, a fee which is 20% of the service pipe connection fee set out in Schedule A; and
  - (c) for an existing service described in section (a) or (b) above, which is not metered, the additional meter installation fee set out in Schedule G.;
- b) re-numbers sections 4, 5, 6, 7 and 8, as 2.9, 2.12, 2.13, 2.14 and 2.15, respectively;
  - c) in re-numbered section 2.9 strikes out “not the second or subsequent service referred to in section 3.” and substitutes “ the only service to the premises.”;
  - d) after re-numbered section 2.9, adds:

### “2.10. Permitted Connection Device

The connection between a private service pipe and a service pipe must be secured by a flexible rubber joint connector.

### 2.11 Prohibited Connection Devices

A person must not use a wedge action restraint, tie rods, restrained coupling or similar device capable of transferring pressure or force, to connect a private service pipe to a service pipe.”;

- e) in re-numbered section 2.13:
  - (i) in paragraph (a)
    - A. strikes out “dwelling referred to in section 29” and substitutes “dwelling with an existing unmetered water service”, and
    - B. strikes out “Collector” wherever it appears and substitutes “Engineer”, and
  - (ii) in paragraph (b) strikes out “19” and substitutes “5.4”;
- f) in re-numbered section 2.14, strikes out “, subject to a written notice of intent to the customer being mailed or delivered by the Collector allowing the customer 96

hours to make the meter or accessories accessible.” and substitutes “.”; and

- g) strikes out re-numbered section 2.15, and substitutes:

**“2.15 Discontinuing Water Service**

A customer who wishes to discontinue water service must apply to the Engineer in a form satisfactory to the Engineer.”

6. In Part III, Council:

- a) strikes out sections 9, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 10, 11, 12, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8 and 13, and substitutes:

**“3.1 Obligation to Maintain Plumbing**

A customer must maintain pipes, fittings, meter chambers, meter supports and fixtures in proper repair and free from leakage.

**3.2 Prohibition against Damage to Meter**

A customer must not remove, damage or tamper with a meter, or suffer, permit or allow removal of, damage to or tampering with a meter.

**3.3 Protection of Meter from Frost**

A customer must protect any meter on the customer’s property from damage caused by freezing.

**3.4 Access to Meter**

A customer must ensure that there is unobstructed access to the city valve that controls the water supply to the customer’s property.

**3.5 Access for Inspection**

A customer must allow the Collector, the Engineer, or any person authorized to act on behalf of the Collector or the Engineer, to enter any building or premises at any reasonable time for the purpose of administering or enforcing this By-law.



### **3.6 Uses Prohibited without Permit**

A customer must not:

- (a) sell or convey or permit, suffer or allow the sale or conveyance of water beyond the property lines of the property to which water service is provided; or
- (b) use or suffer permit or allow the use of water to power machinery, without having first obtained a permit to do so from the Engineer.

### **3.7 Prohibition against Wasting Water**

A customer must not waste water, or suffer permit or allow waste of water.

### **3.8 Prohibited Air Conditioning Units**

A customer must not use or permit, suffer or allow the use of an air-conditioning unit that:

- (a) is designed to discharge water without recirculation; and
- (b) draws 28.4 litres of water per minute or more,

unless the unit was installed before February 1, 1970, and is subject to an annual flat rate charge pursuant to Schedule H, payable on January 1 of each calendar year, in addition to the metered consumption rate.

### **3.9 Defective Apparatus, Fitting or Fixture**

A customer must not connect, or permit suffer or allow the connection, or maintain a connection to the city's waterworks system of any apparatus, fitting or fixture that, in the opinion of the Engineer, causes or is likely to cause:

- (a) excessive noise or pressure surges; or
  - (b) damage to a private water system or the City's water system.”;
- b) re-numbers section 16 as 3.10;
  - c) re-numbers section 41 as 3.11; and
  - d) strikes out section 14 and substitutes:

**“PART IV  
CROSS-CONTAMINATION**

**4.1 Prohibition against Cross-contamination**

A person must not permit, suffer or allow any back flow or substance to enter the City’s water system from any piping, drain, fixture, fitting, container or appliance.

**4.2 Authority of the Engineer regarding cross-contamination**

If, in the opinion of the Engineer, there is a risk of back flow, or of substances entering the City’s water system from any piping, drain, fixture, fitting container or appliance, the Engineer may:

- (a) shut off the service;
- (b) order correction of the fault within the time period specified in the order, and, should the customer fail to comply with the order, shut off the service;
- (c) require the installation of cross-connection control devices to be installed on the customer’s water piping at all potential sources of contamination and on the water service pipes;
- (d) install cross-connection control devices on City property;
- (e) in the case of a severe potential hazard, order, as a precondition to providing water service, the installation of a cross connection control device on the customer’s private pipe service as well as cross connection control devices at all potential sources of contamination, to the satisfaction of the Engineer;
- (f) require that cross control connection devices be inspected upon installation, annually, and from time to time as required by the Engineer; and
- (g) require that inspection reports be provided to the Engineer.

**4.3 Water Service for Premises with Cross-connection Devices**

A person must not turn on the water service pipe at the curb stop for premises with cross-connection control devices unless the private plumbing system has been:

- (a) approved by the City Plumbing Inspector; or

(b) inspected for cross connections by the Engineer.

#### **4.4 Limited Water Service for Construction**

Despite the provisions of section 4.3, the Engineer may permit the use of a water service for construction purposes for a limited time on premises with cross-connection control devices, if, in the opinion of the Engineer, there are adequate measures in place to prevent backflow into the City water system.

#### **4.5 Fees for Cross-connection Control Devices**

All customers whose premises contain one or more cross connection control devices must pay a yearly administration fee as specified in Schedule "H", except for un-metered customers.

#### **4.6 Charges for Installation of Device on City Property**

If, in the opinion of the Engineer, it is necessary to install a cross connection device on City property, the device will be installed at a cost that is double the "at cost" rate provided for in Section 5.4.

7. Council renames **Part IV** as **Part V**, and re-numbers 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 as 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11 and 5.12.

8. In re-numbered section 5.3, Council strikes out "19" and substitutes "5.4".

9. In re-numbered section 5.4, Council:

- (a) strikes out the words "will require an advance payment" and substitutes "may require an advance payment"; and
- (b) strikes out the words "must be refunded" wherever they occur and substitutes "will be credited to the customer's account".

10. In re-numbered section 5.10, Council strikes out "Section 3 herein with 30 days, except that all costs shall be in accordance with Section 18 herein." and substitutes "this Bylaw."

11. In re-numbered section 5.11, Council strikes out "Schedule I" wherever it appears and substitutes "Schedule H".

12. Council strikes out section 28 and substitutes:

#### **"5.13 Investigation of Frozen Service Pipes**

If, in the opinion of the Engineer, service pipes may be frozen, the Engineer may carry out an investigation to determine the location of the frozen pipes.

#### **5.14 Customer Obligations regarding Frozen Service Pipes**

If, the Engineer determines that the frozen service pipe is located on private property, the customer must:

- (a) pay the costs of the investigation on at “at cost” basis as provided in Section 5.4 of this By-law; and
- (b) arrange to thaw the affected service pipes forthwith.”

13. Council strikes out sections 29 and 30 and substitutes:

“

##### **6.1 Un-metered Water Rate**

An un-metered property will be assessed an annual flat rate service charge in accordance with the provisions of Schedule B.

##### **6.2 Metered Water Rate**

A property with a metered water service will be assessed a meter service consumption charge in accordance with Schedule D and a meter service charge in accordance with Schedule E.

##### **6.3 Water Service to Un-metered Fire Service Pipes**

The Collector or Engineer may provide water service for un-metered fire service pipes at the applicable annual flat rate service charge set out in Schedule C.

##### **6.4 Sealing valves to Un-metered Water Service**

The Engineer may seal the valves or outlets leading from the water service to an un-metered fire service pipe.

##### **6.5 Prohibition against Breaking Seal**

A person must not break a seal on a valve or outlet leading from the water service to an un-metered fire service pipe, except in the case of fire on the premises.

##### **6.6 Obligation to Notify of Broken Seal**

A person must notify the Engineer immediately of any break in a seal on a valve or outlet leading from the water service to an un-metered fire service pipe.

## **6.7 Charges for Un-metered Water Service with Broken Seal**

If the Collector or Engineer determines that there has been a break in a seal on a valve or outlet leading from the water service to an un-metered fire service pipe and the customer or occupant of premises has failed to notify the Engineer as required by this By-law, the Collector must:

- (a) estimate the water consumption based on median consumption rates for similar properties or previous average consumption; and
- (b) issue an invoice for both the applicable annual flat rate service charge set out in Schedule C and the estimated water consumption at the applicable rate or rates set out in Schedule D.

## **6.8 Installation of Meter on Fire Service Pipe**

The Collector or the Engineer may install a meter on a fire service pipe and levy metered water service rates in accordance with this By-law.”

14. Council strikes out sections 31, 32.1, 32.2 and 32.3 and substitutes:

“

### **6.9 New Application Fees and Charges**

Fees and charges for a new water service will commence on the earliest of the date that the water service is activated, or 14 days after the installation of a meter.

### **6.10 Annual Flat Rate Service Billing**

The annual flat rate service charges in Schedules “B” and “C” of this By-law are due and payable on the 1<sup>st</sup> of January in each year and must be entered by the Collector on the tax roll for that year against the parcel of land to which water service is supplied, except that:

- (a) for a parcel of land that is exempt from taxation, the charges must be due and payable by the occupier of the land, in advance, on the 1<sup>st</sup> of January in each year;
- (b) for new premises, the charges listed in Schedule B must commence on the expiration of the temporary construction period provide for in section 6 of this By-law; and
- (c) for new premises, the charges listed in Schedule C for un-metered fire service pipes must commence on the date of installation of the service pipe.

### **6.11 Meter Rate Service Billing**

The Collector must issue bills for the meter rate service charges at the intervals listed in Schedules “D” and “E” of this By-law and the meter rate service charges are due and payable on the due date specified on the bill issued by the Collector.

### **6.12 Single-Metered Multiple Dwelling Billing**

In the case of a building or premises that contains three or more dwelling units serviced by a single meter, the Collector must issue a single bill for the meter rate service charges for the entire building or premises.

### **6.13 Single-Metered Duplex Billing**

In the case of a duplex that contains two separate legal parcels serviced by a single meter, the Collector must calculate the total meter rate service charges for the building and issue a bill to each customer for one half of the total, except that the Collector may alter the apportionment of the bill with the consent of the owners of both parcels.”

15. Council:

- (a) strikes out the words “34. Non-Payment”;
- (b) strikes out the words “35. Collection of Water Rates, Fees and Charges”; and
- (c) re-numbers sections 32.4, 33, 34.1, 34.2, 35.1 and 35.2 as 6.14, 6.15, 6.16, 6.17, 6.18 and 6.19 respectively.

16. In re-numbered section 6.17, Council strikes out the words “after the date on which a penalty was added to those charges in accordance with section 34.1:” and substitutes “30 days after the due date:”.

17. In re-numbered Section 6.18, Council strikes out the words “within 30 days of the date of mailing of the invoice.” and substitutes “on the due date.”

18. Council re-numbers sections 36, 37 and 38 as 6.20, 6.21 and 6.22 respectively.

19. In section 39, Council:

- (a) strikes out sections 39.1, 39.2 and 39.3;
- (b) re-numbers section 39 as 6.23; and
- (c) substitutes:

### **“6.23 Adjustment for Inaccurate Meter Record**

If, in the opinion of the Collector, the water consumption rate is inaccurate as the result of a malfunctioning, damaged or broken meter, the Collector must:

- (a) estimate actual water consumption based on:
  - (i) an average of the water consumption for the current year and up to two previous years, or
  - (ii) if there is no consumption history, median consumption rates for similar properties; and
- (b) issue a bill for the estimated water consumption:
  - (i) from the actual date of the damage, or
  - (ii) for up to a twelve month period if the actual date of damage cannot be determined.

### **6.24 Adjustment for Meter Removal or Tampering**

If, in the opinion of the Collector, the water consumption rate is inaccurate as the result of removal of or tampering with the meter, the Collector must:

- (a) estimate actual water consumption based on:
  - (i) an average of the water consumption for the current year and up to two previous years, or
  - (ii) if there is no consumption history, median consumption rates for similar properties; and
- (b) issue a bill for:
  - (i) the estimated water consumption for the entire period during which the meter was removed or tampered with, as determined by the Collector; and
  - (ii) all costs incurred in estimating consumption and repairing or replacing the meter.

20. Council strikes out Section 40 and substitutes:

### **“6.25 Adjustment for Underground Leak**

If, in the opinion of the Engineer, an underground leak on a metered service:

- (a) has resulted in an inaccurate water consumption record; and
  - (b) could not reasonably have been detected by the customer,
- the water consumption rate may be adjusted as provided in section 6.23.

21. Council re-numbers sections 42, 43, 44, 45 and 46 as 6.26, 6.27, 6.28, 6.29 and 6.30 respectively.

22. Council strikes out re-numbered sections 6.26 and 6.27 and substitutes:  
“

**6.26 Adjustment for Overpayment**

If a recalculation or a change results in a reduction in fees or charges, the Collector may refund or credit an overpayment, except that:

- (a) the Collector must calculate the refund or credit from the later of the date of the change or the date of notice of the change;
- (b) the Collector must refund or credit any overpayment for the current year and may refund or credit overpayments for up to two years from the later of the date of the change or the date of notice of the change;
- (c) the Collector must not pay interest on any overpayment, refund or credit; and
- (d) the Collector must not issue a refund or credit for any overpayment that was made more than two years before the later of the date of the change or the date of notice of the change;

**6.27 Back Billing**

If a change or recalculation results in an increase in fees, rates, meter charges or other charges, the Collector must issue an invoice to a customer, except that:

- (a) the Collector must calculate the increase from the date of the change, as determined by the Collector; and
- (b) the Collector must not back bill for a period greater than twelve months, except as provided in section 6.24 of this By-law.”

23. Council re-names “Part VI GENERAL” as “Part V OFFENCES AND PENALTIES”.

24. Council re-numbers sections 47, 48 and 49 as 7.1, 7.2 and 7.3 respectively.

25. Council repeals Schedules A to I 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")	\$4,601.00
25 mm (1")	4,764.00
40 mm (1 1/2")	5,673.00
50 mm (2")	6,351.00
<i>Service Pipe Size</i>	<i>Other Connections</i>
20 mm (3/4")	\$ 8,647.00
25 mm (1")	8,996.00
40 mm (1 1/2")	10,381.00
50 mm (2")	10,381.00
100 mm (4")	15,010.00
150 mm (6")	18,565.00
200 mm (8")	20, 273.00
300 mm (12")	28,530.00

**SCHEDULE A.1  
Service Pipe Removal Fees**

<i>Service Pipe Size</i>	
20 mm (3/4") to 50 mm (2") inclusive	\$1,087.00
100 mm (4") to 300 mm (12") inclusive	3,258.00

**SCHEDULE B  
Annual Flat Rate Service Charges for Residential Properties**

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

Single Dwelling Unit	\$568.00
Single-Family with suite or laneway house	771.00
Single-Family with suite and laneway house	973.00
For each strata title duplex	385.00

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

*Fire Service Pipe Size*

50 mm (2") or smaller	\$214.00
75 mm (3")	320.00
100 mm (4")	442.00
150 mm (6")	510.00
200 mm (8")	598.00
250 mm (10")	635.00
300 mm (12")	680.00

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

<i>Four Month Period</i>	<i>Rate In Dollars per Unit (2,831.6 Litres)</i>
--------------------------	--

Rate for all metered uses

October 1 - May 31	Per unit	\$2.480
June 1 - September 30	Per unit	\$3.108

**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	\$ 251.00
Over 500 but not exceeding	2,000	491.00
Over 2,000 but not exceeding	9,000	738.00
Over 9,000 but not exceeding	24,000	1,241.00
Over 24,000 but not exceeding	45,000	1,857.00
Over 45,000		2,464.00

**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")	\$ 3,133.00	\$ 495.00
25 mm (1")	3,274.00	571.00
40 mm (1 1/2")	3,569.00	762.00
50 mm (2")	3,689.00	1,052.00
75 mm (3")	12,875.00	2,323.00
100 mm (4")	14,080.00	3,528.00
150 mm (6")	45,983.00	7,480.00
200 mm (8")	47,293.00	8,948.00
250 mm (10")	63,895.00	18,035.00
300 mm (12")	70,649.00	24,790.00

**SCHEDULE H  
Miscellaneous Fees and Charges**

Cross Connection Control Administration Fees	
First Assembly	\$ 27.00
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 (per month)	46.00
Annual flat rate fee for air conditioning units drawing more than 28.4 litres per minute	312.00
Special Meter Reading (per occurrence)	102.00
Customer Requested Meter Test (deposit)	112.00
Charges for Returned Cheques	\$ 35.00
Residual Water Pressure Estimate Fee	
Original calculation	36.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	42.00
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	At cost (Section 5.4)"



Schedule A

**WATER WORKS BY-LAW  
TABLE OF CONTENTS**

**SECTION**

---

1. Short Title

**PART I  
INTERPRETATION AND ADMINISTRATION**

- 1.1 Interpretation
- 1.2 Authority of the Collector and the Engineer
- 1.3 Power of Entry
- 1.4 Notice of Contravention
- 1.5 Service of Notice
- 1.6 Remedies for Non-compliance
- 1.7 Insertion of Costs on Tax Roll

**PART II  
ESTABLISHMENT AND DISCONTINUANCE  
OF METERED SERVICE**

- 2.1 Metered Service to Building Sites
- 2.2 Connection to Metered Service
- 2.3 Application for Metered Service
- 2.4 Extraordinary Work Outside of Fee Schedules
- 2.5 Application for Connection to Existing Service Pipe
- 2.6 Reconnection for Building Sites
- 2.7 Reconnection for Premises other than Building Sites
- 2.8 Reconnection Fees
- 2.9 Location of Service Pipe
- 2.10 Permitted Connection Device
- 2.11 Prohibited Connection Devices
- 2.12 Type and Arrangement of Meters and Service Pipes
- 2.13 Temporary Water Service During Construction
- 2.14 Location of Meters
- 2.15 Discontinuing Water Service

**PART III  
RESPONSIBILITIES OF THE CUSTOMER**

- 3.1 Obligation to Maintain Plumbing
- 3.2 Prohibition against Damage to Meter
- 3.3 Protection of Meter from Frost
- 3.4 Access to Meter
- 3.5 Access for Inspection
- 3.6 Uses Prohibited without Permit
- 3.7 Prohibition against Wasting Water
- 3.8 Prohibited Air Conditioning Units
- 3.9 Defective Apparatus, Fitting or Fixture
- 3.10 Tampering with the City's Facilities
- 3.11 Change of Use, Occupancy or Property Served

**PART IV  
CROSS-CONTAMINATION**

- 4.1 Prohibition against Cross-contamination
- 4.2 Authority of the Engineer regarding Cross-contamination
- 4.3 Water Service for Premises with Cross-connection Devices
- 4.4 Limited Water Service for Construction
- 4.5 Fees for Cross-connection Control Devices
- 4.6 Charges for Installation of Devices on City Property

**PART V  
OPERATION AND INSPECTION**

- 5.1 Sprinkling Restrictions
- 5.2 Pressure, Supply and Quality
- 5.3 Removal, Relocation or Alteration of City owned Water Facilities
- 5.4 Work Done "At Cost"
- 5.5 Replacement of Old Service Pipes
- 5.6 Ownership of Service Pipes
- 5.7 Ownership of Private Service Pipes
- 5.8 Inspection
- 5.9 Basement Under Street
- 5.10 Overloaded Meters
- 5.11 Shut Down Calls or Service Calls
- 5.12 Interconnected Service Pipes
- 5.13 Investigation of Frozen Service Pipes
- 5.14 Customer Obligations regarding Frozen Service Pipes

**PART VI  
BILLING AND COLLECTION**

- 6.1 Un-metered Water Rate
- 6.2 Metered Water Rate
- 6.3 Water Service to Un-metered Fire Service Pipes
- 6.4 Sealing Valves to Un-metered Fire Service
- 6.5 Prohibition against Breaking Seal
- 6.6 Obligation to Notify of Broken Seal
- 6.7 Charges for Un-metered Water Service with Broken Seal
- 6.8 Installation of Meter on Fire Service Pipe
- 6.9 New Application Fees and Charges
- 6.10 Annual Flat Rate Service Billing
- 6.11 Meter Rate Service Billing
- 6.12 Single-Metered Multiple Dwelling Billing
- 6.13 Single-Metered Duplex Billing
- 6.14 Special Readings
- 6.15 Miscellaneous Charges
- 6.16 Penalty for non-payment
- 6.17 Shut-off for non-payment
- 6.18 Invoices for Water Rates, Fees and Charges
- 6.19 Insertion of Outstanding Water Rates, Fees and Charges on Tax Roll
- 6.20 Application for Turn-on or Shut-off
- 6.21 Charges for Shut off Service Pipes
- 6.22 Meter Tests
- 6.23 Adjustment for Inaccurate Meter Record
- 6.24 Adjustment for Meter Removal or Tampering
- 6.25 Adjustment for Underground Leak
- 6.26 Adjustment for Overpayment
- 6.27 Back Billing
- 6.28 Adjustment of Charges for Partial Period
- 6.29 Service Pipes Shut Off for Five Years Deemed to be Discontinued
- 6.30 Metered Water Used to Fight Fires

**PART VII  
OFFENCES AND PENALTIES**

- 7.1 Violation of By-law
- 7.2 Repealed
- 7.3 Effect Clause

- SCHEDULE A: Flat Rate Connection Fees
- SCHEDULE A.1: Removal Fees
- SCHEDULE B: Annual Flat Rate Service Charges for Residential Properties
- SCHEDULE C: Annual Flat Service Charges for Un-metered Fire Services Pipes



SCHEDULE D:	Charges for Metered Water Service
SCHEDULE E:	Meter Service Charge
SCHEDULE F:	Charges for Temporary Water Service During Construction
SCHEDULE G:	Fees for Installation of Water Meters
SCHEDULE H:	Miscellaneous Fees and Charges