

## EXPLANATION

### **Crossing By-law amending By-law regarding 2016 fee increases**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Crossing By-law to increase certain fees for 2016.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend Crossing By-law No. 4644  
regarding 2016 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 "\$391.72", and substitutes "\$399.55"; and
  - (b) strikes out "\$47.92", and substitutes "\$48.88".
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, 2016.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Encroachment By-law amending By-law  
regarding 2016 fee increases**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Encroachment By-law to increase certain fees for 2016.

Director of Legal Services  
December 15, 2014



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

**A By-law to amend Encroachment By-law No. 4243  
regarding 2016 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 "\$51.19", and substitutes "\$52.21".
2. From Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$57.50", "\$5.22", and "\$403.70", and substitutes "\$58.65", "\$5.32", and "\$411.77" respectively.
3. From Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$178.67" and "\$4.77", and substitutes "\$182.24" and "\$4.87" 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, 2016.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Street Distribution of Publications By-law amending By-law  
regarding 2016 fee increases**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Street Distribution of Publications By-law to increase certain fees for 2016.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2016 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

\$31.52 annually for each of 1 to 100 news boxes held by one person

\$94.53 annually for each of 101 or more news boxes held by one person

\$20.00 annually for each top row compartment in each multiple publications news box

\$10.00 annually for each bottom row compartment in each multiple publications news box

\$31.52 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, 2016.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Street and Traffic By-law amending By-law  
regarding 2016 fee increases**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Street and Traffic By-law to increase certain fees for 2016.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2016 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 "\$10.72" and substitutes "\$10.93".
3. In section 23.4, Council:
  - (a) from subsection (a), strikes out "\$71.30", and substitutes "\$72.73";
  - (b) from subsection (b), strikes out "\$52.64", and substitutes "\$53.69"; and
  - (c) from subsection (c), strikes out "\$35.65", and substitutes "\$36.36".
4. From section 30(7) (c), Council strikes out "\$1,545.30", and substitutes "\$1,576.21".
5. In section 67A(6), Council:
  - (a) from subsection (a), strikes out "\$113.80", and substitutes "\$116.08"; and
  - (b) from subsection (b), strikes out "\$38.34", and substitutes "\$39.11".
6. In section 80(2), Council strikes out "\$174.91", "\$247.97", "\$757.10", "\$1,421.95", "\$2,829.54", "\$3,385.39", "\$348.60", and "\$624.14", and substitutes "\$178.41", "\$252.93", "\$772.24", "\$1,450.39", "\$2,886.13", "\$3,453.10", "\$355.57", and "\$636.62" respectively.
7. In section 88A, Council:
  - (a) from subsection (2)(b), strikes out "\$525.40" and "\$68.30", and substitutes "\$535.91" and "\$69.67" respectively; and
  - (b) from subsection (4), strikes out "\$68.98", and substitutes "\$70.36".
8. In section 96, Council strikes out "\$31.15" and "\$297.08", and substitutes "\$31.77" and "\$303.02" 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, 2016.

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to Amend the Street Utilities By-law  
regarding 2016 fees and housekeeping**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Street Utilities By-law to increase certain fees for 2016 and added two new concrete repair types.

Director of Legal Services  
December 15, 2015



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

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

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

1. This By-law amends the indicated provisions of By-law No. 10361.
2. Council repeals Schedule "A" and substitutes the document attached as Schedule "A" to this By-law, as the new Schedule "A".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2016.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
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 \$642.40;
- (b) longer, a plan review and administration fee of \$1,927.19;

together with a fee of \$12.85 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, \$83.51 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>	\$225.08
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$166.13
Concrete Pavement	50 m <sup>2</sup> or more	\$128.62
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$ 91.11
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$ 75.03
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$196.15
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$ 98.60

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$ 64.31
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 56.80
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$ 49.31
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$267.95
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$158.63
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$107.18
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 76.10
Heavy Asphalt	More than 300 m <sup>2</sup>	\$ 69.67
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$192.92
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$171.49
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$150.05
Concrete Sidewalk	50 m <sup>2</sup> or more	\$102.90
Exposed Agg Sidewalk	All	\$287.25
Concrete Crossing	All	\$214.36
Curb & Gutter	Less than 10 lm	\$289.39
Curb & Gutter	10 lm or more	\$225.08
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$ 38.59
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$ 21.44
Brick or Paver Sidewalks	All	\$375.14
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab -12" Thick with Integral		\$294.75

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Curb & Slab		
Concrete Thickened Sidewalk - 6"	All	\$214.36
Concrete Thickened Sidewalk - 10"	All	\$267.95
Integral Concrete Road & Curb 8"	Per m <sup>2</sup>	\$265.20
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$209.10
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$188.70
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$168.30
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$265.81
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$259.38
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$214.36
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$178.99
Brick / Paver / Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Speciality Treatment Road Marking Repair		Quotes by street utilities committee only

#### Part 4 - Pavement degradation cost

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

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 - 5 years	\$53.53
6 - 10 years	\$42.82
11 - 15 years	\$32.12
16 - 20 years	\$21.41
21 years or greater	\$10.71

”

**EXPLANATION****Street Vending By-law amending By-law  
regarding 2016 fees**

The attached By-law will implement Council's resolution of December 15, 2015, to amend the Street Vending By-law to increase certain fees for 2016.

Director of Legal Services  
December 15, 2015





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

**A By-law to amend  
Street Vending By-law No. 10868  
regarding 2016 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, 2016.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
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 ..... \$51.00
- (b) display unit (including application by new owner). ..... \$51.00
- (c) small patio (including application by new owner)..... \$51.00
- (d) large patio.....\$204.00

#### 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.....\$1,127.81 per year
  - (ii) non-food vending (stationary) unit.....\$845.55 per year
  - (iii) mobile special event unit ..... \$36.65 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$304.26 per year
  - (ii) without motorized unit ..... \$152.72 per year
- (c) display unit
  - for each square meter of display area.....\$49.28 per year
  - subject to a minimum fee of..... \$128.31 per year
- (d) small patio
  - for one table and two chairs.....\$117.71 per year
  - subject to a minimum fee of.....\$353.14 per year
- (e) large patio Downtown (see Schedule B)

Summer Term (April 1 - October 31)= \$81.53 m<sup>2</sup>  
Winter Term (November 1 - March 31) = \$58.02/m<sup>2</sup>

Outside of Downtown

Summer Term (April 1 - October 31) = \$57.78/m<sup>2</sup>

Winter Term (November 1 - March 31) = \$41.21/m<sup>2</sup>

- (f) farmers' market permit ..... \$556.28 per year
- (g) special event market permit ..... \$114.86 per block per day to a maximum fee of \$453.34 per day
- (h) daily mobile vendor (outside special event permit zone) ..... \$ 36.65 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.....\$1,127.81 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.....\$ 845.55 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****Solid Waste By-law No. 8417  
amending By-law regarding 2016 rates and definitions**

On December 15, 2015, Council approved proposed amendments to the Solid Waste By-law and to adjust rates and fees for 2016. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

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



A By-law to amend  
Solid Waste By-law No. 8417  
regarding fees and definitions

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 inserts a new definition in section 2 in correct alphabetical order as follows:

“ “municipal garbage” means solid waste collected from single family residences by local government, their contractors or by entities contracting directly with individual households where such collection occurs on a scheduled basis and solid waste collected by local government staff from local government owned premises, such as parks, streets and public buildings,”.

3. Council replaces the table in Schedule A Part I, Drop-off rates, with the following:

“Solid waste, yard waste, clean wood waste and 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, other than municipal garbage	\$133/tonne for 0 to 0.99 tonnes to a maximum of \$112 per load \$112/tonne for 1.00 to 8.99 tonnes to a maximum of \$720 per load \$80/tonne for 9.00 or more tonnes	\$20	\$10
Municipal garbage	\$100 /tonne	\$20	\$10
Yard waste and clean wood waste	\$67/tonne	\$6	\$6
Wood waste, but only at Vancouver Landfill	\$67/tonne	\$6	\$6

- ENACTED by Council this      day of      , 2015

City Clerk

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 2095 West 43rd Avenue**

After the public hearing on February 24 and 26, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 2095 West 43rd 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 15, 2015

2095 West 43rd 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-685 (d) 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 (622).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Office Uses, limited to Financial Institution, General Office, and Health Care Office;



- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel; and
- (g) Accessory uses customarily ancillary to the uses listed in this section 2.2.

### **Conditions of use**

3.1 No portion of the first storey of a building, to a depth of 10.7 m from the front wall of the building along East Boulevard and extending across its full width, shall be used for residential purposes except for entrances to the residential portion of the building.

3.2 All commercial uses permitted by this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmer's Market; and
- (b) Public Bike Share.

3.3 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 Computation of floor space ratio must assume that the site consists of 1,207.0 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.30.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the permitted floor area;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity area and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

#### **Building height**

5. Building height, measured from base surface, must not exceed 14.6 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 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, 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.

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 (622).

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 persons 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 levels 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**

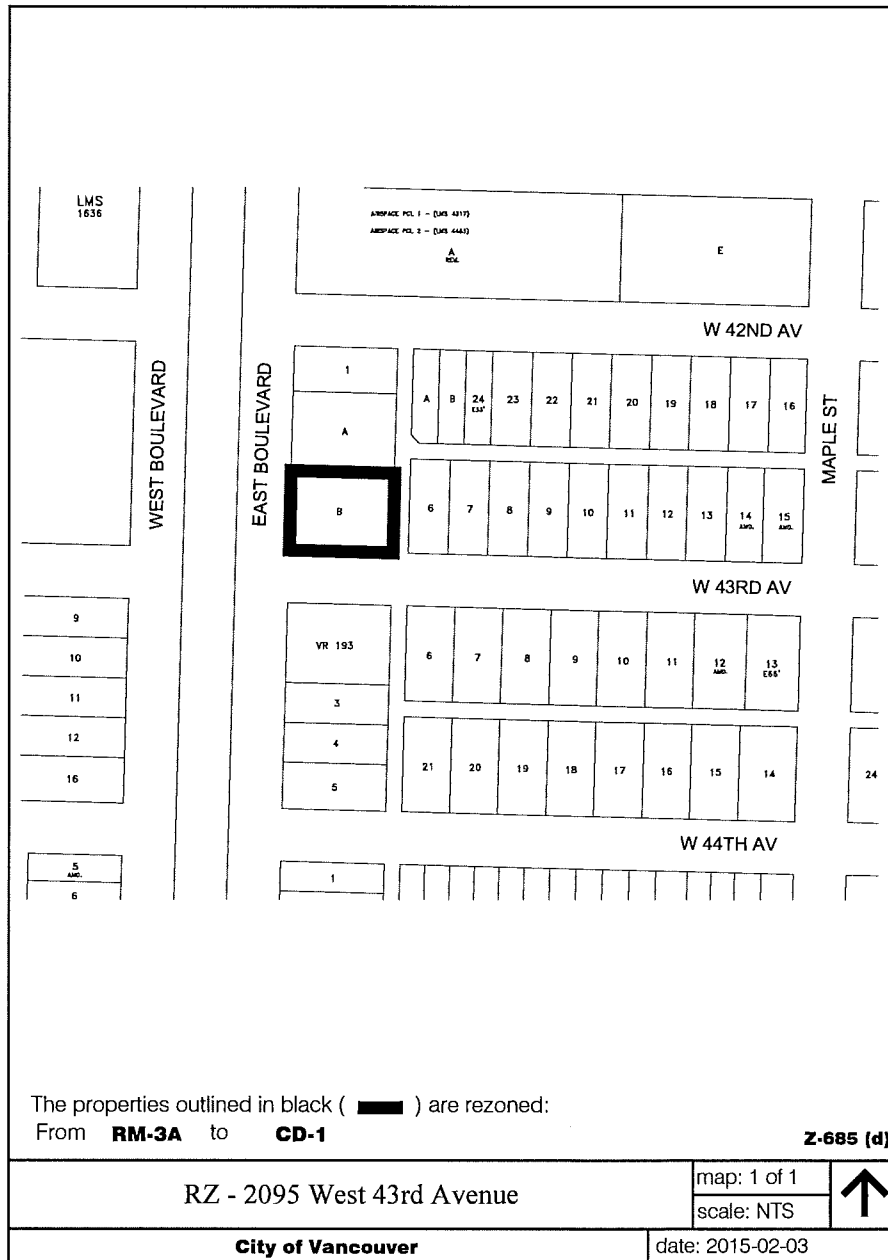
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

**Schedule A**



**EXPLANATION PAGE**

**A By-law to amend Water Works By-law No. 4848  
Re: 2016 fee increases and miscellaneous amendments**

Enactment of the attached By-law will implement Council's resolution of December 15, 2015 respecting new water rates and fees that are to be effective from January 1, 2016, housekeeping amendments to correct internal numbering references and new regulations related to cross-contamination.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend Water Works By-law No. 4848  
regarding 2016 fee increases and miscellaneous amendments  
including cross connections access to fire hydrants**

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. In Section 1.1, Council:
  - (a) in the definition of “SERVICE PIPE”, strikes out the words: “ “Property line” as herein used will also be the outside face of an “area” within the meaning of the “Area” By-law;
  - (b) in alphabetical order, Council adds the following definitions:

“BACKFLOW” means a flow of water or other liquid, gas or solid from any source in a backward or reverse direction into the water system, caused either by back pressure or back siphonage;

“BACKFLOW PREVENTER” means an assembly, device or method used to prevent backflow from entering the water system and includes a backflow prevention assembly;

“BACKFLOW PREVENTION ASSEMBLY” means a backflow preventer assembled as a unit that includes shutoff valves and test cock(s);

“CERTIFIED BACKFLOW ASSEMBLY TESTER” means a person who holds current certification by the BC Water and Waste Association (BCWWA) as a Certified Backflow Assembly Tester;

“CROSS CONNECTION” means any actual or potential connection between a water system and any drain, piping, device, fixture, fitting, container, or appliance which may allow non-potable water, used water, wastewater or any solids, chemical, liquid, gas or other substance to enter the water system;

“FIXTURE ISOLATION” means a method of preventing backflow from a customer's fixture or appliance into the water system by installing a backflow preventer in compliance with this By-law;”

“HIGH HEALTH HAZARD” means that the potential backflow from a particular fixture or premises is capable of causing contamination to the water system that could result in illness or death;

“LOW HEALTH HAZARD” means that the potential backflow from a particular fixture or premises is capable of causing pollution in the water system that could result in discoloration or an unusual smell or taste, but is unlikely to cause illness or death;

“PREMISES ISOLATION” means a method of preventing backflow from a customer’s premises into the water system by installing a backflow preventer in compliance with this By-law;

“WATER SYSTEM” means a piping system which contains drinking water and includes the City’s water system and a private water system;”

3. In the By-law, wherever the word “Section” is used, Council substitutes “section”.

4. Council:

(a) strikes out section 1.3 and substitutes:

**“1.3 Power of Entry and Inspection**

The Collector and the Engineer are authorized to:

(a) enter any premises at any reasonable time for the purpose of administering or enforcing this By-law; and

(b) inspect any part of any premises, expose piping and do tests on any piping or fixtures on the premises, to determine compliance with this By-law.”; and

(b) amends the Table of Contents to reflect the new section title.

5. Council:

(a) strikes out section 3.4 and substitutes:

**“3.4 Access to City Valve or City Meter**

A customer must provide unobstructed access to the city valve or city meter that controls or measures the water supply to the customer’s property.”; and

(b) amends the Table of Contents to reflect the new section title.



6. Council strikes out section 3.6 and substitutes:

**“3.6 Uses Prohibited without Permit**

A customer must not:

- (a) sell, convey or transport or permit, suffer or allow the sale, conveyance or transport of water beyond the property line of the property to which water service is provided;
- (b) use or permit, suffer or allow the use of water to power machinery; or
- (c) use water from a fire hydrant;

without first having obtained a permit to do so from the Engineer.”

7. Council strikes out section 3.9 and substitutes:

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

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

- (a) excessive noise;
- (b) pressure surges;
- (c) damage to a private water system; or
- (d) damage to the city’s water works system.”

8. In Part III, at the end, Council:

- (a) adds:

**“3.12 Frozen Service Pipes**

In the event of frozen pipes on private property, the customer must pay the cost of any investigation by the Engineer on an “at cost basis” in accordance with Section 5.4.”; and

- (b) amends the Table of Contents to add the new section number and title.

9. Council strikes out PART IV CROSS CONTAMINATION and substitutes:

**“PART IV  
CROSS CONNECTION CONTROL**

**4.1 Prohibition Against Cross Connection**

No person shall create, permit, suffer or allow a cross connection, unless the cross connection is protected in compliance with the provisions of this By-law and the Building Bylaw.

**4.2 Cross Connection Control - Authority of the Engineer**

If, in the opinion of the Engineer, there is evidence of an actual or potential cross connection, the Engineer may:

- (a) conduct a cross connection control inspection of the customer’s premises pursuant to Section 1.3 and this By-law;
- (b) order that any existing backflow prevention assembly that is overdue for testing, be tested by a certified backflow assembly tester in accordance with this By-law;
- (c) order:
  - (i) the installation of a backflow preventer on the water system on all actual or potential sources of contamination, or
  - (ii) the removal of actual or potential sources of contamination,within the time period specified in the order; and
- (d) shut off the water service until any order has been complied with to the satisfaction of the Engineer.

**4.3 Responsibilities of customer**

A customer must:

- (a) notify the Engineer promptly upon discovery of a cross connection that is contaminating the water system;
- (b) notify the Engineer promptly upon discovery of a cross connection that has the potential to contaminate the water system;
- (c) install a backflow preventer that complies with this By-law, in all

circumstances in which there may be a cross connection;

- (d) install backflow preventers if ordered to do so by the Engineer;
- (e) test backflow preventers if ordered to do so by the Engineer;
- (f) comply with the requirements in this By-law regarding installation of backflow preventers; and
- (g) comply with the requirements in this By-law regarding testing of backflow prevention assemblies.

#### **4.4 Responsibilities of Certified Backflow Assembly Tester**

A certified backflow assembly tester must:

- (a) notify the Engineer promptly upon discovery of a cross connection that is contaminating or has the potential to contaminate the water supply; and
- (b) comply with the requirements in this By-law regarding testing of backflow prevention assemblies.

#### **4.5 Backflow Preventer Installation - General Requirements**

A person who installs a backflow preventer must comply with the following:

- (a) where two or more backflow preventers are installed in parallel, a backflow preventer of the same size and type must be installed on the bypass;
- (b) a backflow preventer must be installed in accordance with its CSA approved orientation;
- (c) test cocks on a backflow prevention assembly must:
  - (i) be easily accessible,
  - (ii) face upwards or to one side,
  - (iii) not face a wall, and
  - (iv) have a waterproof cover or cap;
- (d) a backflow preventer installed outdoors or in an unheated space within a building, structure, chamber, or enclosure must be protected from freezing, flooding, vandalism and theft;
- (e) a backflow preventer with a relief vent or port must be provided with

drainage capable of handling the full discharge rate in accordance with manufacturer specifications;

- (f) a backflow preventer equipped with a relief vent or port must have a minimum clearance of 300 mm between the outlet for the relief vent or port and the floor, drain, or grade;
- (g) a control valve must not be installed downstream of an Atmospheric Vacuum Breaker (AVB);
- (h) an AVB must not be pressurized for more than 12 hours in any 24 hour period;
- (i) a backflow preventer that is installed to provide premises isolation must be installed immediately downstream of the City water meter, water meter bypass and spool piece, or in any other location with the prior approval of the Engineer;
- (j) protection against thermal expansion must be provided where:
  - (i) a backflow preventer is installed to provide premises isolation, or
  - (ii) a backflow preventer is installed on an inlet that acts to create a closed system to any type of pressure vessel;
- (k) an approved plumbing fixture must not be modified; and
- (l) installation of a backflow preventer to a premises or fixture water connection must allow for pressure loss, calculated in accordance with manufacturer specifications.

#### **4.6 Backflow Preventer - Premises Isolation**

Backflow preventers for premises isolation must comply with the premises isolation requirements in Schedule "I".

#### **4.7 Backflow Preventer - Fixture Isolation**

Backflow preventers for fixture isolation must comply with the fixture isolation requirements in Schedule "J".

#### **4.8 Removal of Backflow Preventer**

A person who removes a backflow preventer must:

- (a) obtain the prior written consent of the Engineer; and

- (b) ensure that a test report is prepared and signed by a certified backflow assembly tester and submitted to the Engineer within 15 days of the removal.

#### **4.9 Modifications or Alterations to Backflow Preventer**

A person must not modify or alter an approved backflow preventer except in accordance with the provisions of section 4.10.

#### **4.10 Repair of Backflow Preventer**

A defective backflow preventer must only be repaired:

- (a) with manufacturer-approved parts; and
- (b) by a journeyman plumber or an indentured apprentice plumber.

#### **4.11 Testing Backflow Prevention Assemblies**

A customer must ensure that:

- (a) every backflow prevention assembly on the premises is tested by a certified backflow assembly tester;
- (b) every backflow prevention assembly on the premises is tested:
  - (i) upon installation,
  - (ii) annually,
  - (iii) after any cleaning or repair, and
  - (iv) upon request by the Engineer;
- (c) the results of all backflow prevention assembly tests are recorded by a certified backflow assembly tester on a test report form that is approved by the Engineer, signed by the tester, and submitted to the City within 15 days of the test;
- (d) a completed City of Vancouver test verification tag approved by the Engineer is attached to each backflow prevention assembly; and
- (e) in the event that a backflow prevention assembly test indicates a need for repair or replacement, the assembly is repaired or replaced and retested within of the time specified by the Engineer.

#### **4.12 Certified Backflow Assembly Testers and Testing Equipment**

A Certified Backflow Assembly Tester must:

- (a) ensure that backflow assembly testing equipment is calibrated and certified annually by a laboratory that is accredited by Measurement Canada; and
- (b) provide a current calibration certification report to the Engineer upon request.

#### **4.13 Incorrect or False Test Report**

A Certified Backflow Assembly Tester:

- (a) must not provide incorrect, false or misleading information on a backflow assembly test report; and
- (b) must only sign a backflow assembly test report if the certified backflow assembly tester is the person who conducted the backflow assembly test to which the report refers.

#### **4.14 Annual Administration Fees**

All customers whose premises are metered and contain one or more backflow prevention assemblies, must pay an annual administration fee as specified in Schedule “H”.

10. Council strikes out section 5.8 and substitutes:

##### **“5.8 Power of Entry and Inspection**

The Collector and the Engineer are authorized to enter premises, conduct inspections, expose piping and carry out tests in accordance with section 1.3 of this By-law.”

11. Council strikes out section 5.11 and substitutes:

##### **“5.11 Shutdown or Service Request**

The fee for a shutdown or service request shall be in accordance with SCHEDULE H.”

12. Council strikes out sections 5.13 and 5.14 and substitutes:

### **“5.13 Frozen Service Pipes**

If, in the opinion of the Engineer, service pipes may be frozen, the Engineer may:

- (a) carry out an investigation to determine the location and condition of the service pipes; and
- (b) if the service pipes are frozen and on private lands, order the customer to pay the costs of the investigation in accordance with section 5.4.”

13. In section 6.15, Council strikes out “I” and substitutes “H”.

14. In section 6.16, Council:

- (a) in subsection (b) strikes out the words “section 31(2) of”; and
- (b) in subsection (c) strikes out the words “sections 32.1 and 32.3” and substitutes “this By-law”.

15. Council strikes out section 6.18 and re-numbers the subsequent sections in the appropriate consecutive order.

16. In re-numbered section 6.20 (“Charges for Shut Off Service Pipes”), Council:

- (a) strikes out “90” wherever it appears and substitutes “120”; and
- (b) in subsection (b)(iii) at the end, strikes out “for unmetered services.”, and substitutes “.”.

17. In re-numbered section 6.21 (“Meter Tests”), Council:

- (a) in subsection (c) (i) strikes out the words “section 43 of”; and
- (b) in subsection (c) (ii) strikes out the words “section 42 of”.

18. In re-numbered section 6.24 (“Adjustment for Underground Leak”), Council strikes out “6.23” and substitutes “6.22”.

19. In re-numbered section 6.26 (“Back Billing”), Council strikes out “6.24” and substitutes “6.23”.

20. In re-numbered section 6.27 (“Adjustment of Charges for Partial Period”), Council strikes out the word “as”.

21. Council repeals Schedules A to H and substitutes:

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

***Flat Rate Connection Fees***

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

20 mm (3/4")	\$4,693.00
25 mm (1")	4,859.00
40 mm (1 ½")	5,843.00
50 mm (2")	6,478.00

***Service Pipe Size                      Other Connections***

20 mm (3/4")	\$ 8,820.00
25 mm (1")	9,176.00
40 mm (1 ½")	10,589.00
50 mm (2")	10,589.00
100 mm (4")	15,310.00
150 mm (6")	18,936.00
200 mm (8")	20,678.00
300 mm (12")	29,101.00

***Service Pipe Removal Fees***

***Service Pipe Size***

20 mm (3/4") to 50 mm (2") inclusive	\$1,108.00
100 mm (4") to 300 mm (12") inclusive	3,323.00

**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	\$592.00
Single-Family with suite or laneway house	803.00
Single-Family with suite and laneway house	1,014.00
For each strata title duplex	401.00



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

*Fire Service Pipe Size*

50 mm (2") or smaller	\$218.00
75 mm (3")	326.00
100 mm (4")	451.00
150 mm (6")	520.00
200 mm (8")	610.00
250 mm (10")	648.00
300 mm (12")	694.00

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

*Four Month Period*

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

Rate for all metered uses

October 1 - May 31	Per unit	\$2.584
June 1 - September 30	Per unit	\$3.239

**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")	\$ 30.00
25 mm (1")	30.00
40 mm (1 1/2")	67.00
50 mm (2")	92.00
75 mm (3")	207.00
100 mm (4")	252.00
150 mm (6")	327.00
200 mm (8")	508.00
250 mm (10")	622.00
300 mm (12")	737.00

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

100 mm (4")	\$291.00
150 mm (6")	425.00
200 mm (8")	571.00
250 mm (10")	712.00
300 mm (12")	850.00

**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	\$ 262.00
Over 500 but not exceeding	2,000	512.00
Over 2,000 but not exceeding	9,000	769.00
Over 9,000 but not exceeding	24,000	1,293.00
Over 24,000 but not exceeding	45,000	1,935.00
Over 45,000		2,567.00

**SCHEDULE G**

**Fees for Installation of Water Meters**

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

*Size of Standard Meter*

20 mm (3/4") meter assembly and box	\$1,100
25 mm (1") meter assembly and box	\$1,200

***Fees for Installation of Water Meters on Other Connections***

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 3,195.00	\$ 505.00
25 mm (1")	3,340.00	582.00
40 mm (1 1/2")	3,640.00	777.00
50 mm (2")	3,763.00	1,073.00
75 mm (3")	13,132.00	2,369.00

100 mm (4")	14,361.00	3,599.00
150 mm (6")	46,902.00	7,630.00
200 mm (8")	48,239.00	9,127.00
250 mm (10")	65,173.00	18,396.00
300 mm (12")	72,062.00	25,286.00

#### **SCHEDULE H** **Miscellaneous Fees and Charges**

Cross Connection Control Administration Fees	
First Assembly	\$ 28.00
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 incident)	75.00
Annual flat rate fee for air conditioning units drawing more than 28.4 litres per minute	306.00
Special Meter Reading (per occurrence)	104.00
Customer Requested Meter Test (deposit)	200.00
Charges for Returned Cheques	\$ 35.00
Residual Water Pressure Estimate Fee	
Original calculation	36.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	43.00
Shutdown or Service request fee (normal working hours) (per occurrence)	100.00
Shutdown or Service request fee (outside normal working hours) (per occurrence)	204.00
Frozen pipe thawing	At cost (Section 5.4)

**SCHEDULE I**  
**Backflow Preventer**  
**- Premises Isolation**

Type of Facility or Premises	Health Hazard Classification	Type of Backflow Preventer <sup>1</sup>
Abattoir/Slaughter House	High	RPBA
Animal Hospital	High	RPBA
Auto Body Shop	High	RPBA
Auto Dealership	Low	DCVA
Auto Dealership w/Repair and/or Car Wash Facility	High	RPBA
Auto Detailing Facility (Not Automatic Car Wash)	Low	DCVA
Automotive/Motorcycle Repair Facility	High	RPBA
Battery Manufacturing/Repair Facility	High	RPBA
Beverage Processing Plant Including Distillery and/or Brewery	High	RPBA
Building Higher than 10 Meters Above Water Connection	Low	DCVA
Building with Auxiliary Water Supply	High	RPBA
Building with Chemical Treatment System on Domestic Supply (Whole or Part)	High	RPBA
Building with Rainwater Harvesting or Greywater Reuse System	High	RPBA
Car Wash, Automatic	High	RPBA
Chemical Manufacturing, Processing, Bulk Storage and/or Distribution	High	RPBA
Cold Storage Facility	High	RPBA
Concrete Processing or Distribution Facility	High	RPBA
Docks - Commercial	High	RPBA
Dye Plant	High	RPBA
Extended Care Facility, Retirement or Nursing Home	Low	DCVA
Extended Care Facility, Retirement or Nursing Home - With Hazard Diagnostic or Treatment Equipment	High	RPBA
Fire Hall	Low	DCVA
Fish Processing Plant	High	RPBA
Food Processing Plant	High	RPBA
Funeral Home	High	RPBA
Garbage Transfer Facility	High	RPBA
Hospital	High	RPBA
Ice Manufacturing Plant	High	RPBA
Machine Shop	High	RPBA
Manufacturing Facility	High	RPBA
Marina	High	RPBA
Meat Packing Plant	High	RPBA

Type of Facility or Premises	Health Hazard Classification	Type of Backflow Preventer <sup>1</sup>
Metal Plating Facility	High	RPBA
Paint Manufacturing Plant	High	RPBA
Pharmaceutical Manufacturing Facility	High	RPBA
Plastic Manufacturing/Mold Injection Facility	High	RPBA
Plating Shop	High	RPBA
Radiator Manufacturing and/or Repair Facility	High	RPBA
Rail Yard and Tracksides Facilities for Trains	High	RPBA
Recycling Facility	High	RPBA
Rendering Facility	High	RPBA
Research Facility	High	RPBA
Restricted Access	High	RPBA
School	Low	DCVA
Sewage Dump Station	High	RPBA
Sewage Pumping Station	High	AG/RPBA
Steam Plant	High	RPBA
Veterinary Clinic With Lab or Operation Facility	High	RPBA
Veterinary Clinic w/o Lab or Operation Facility	Low	DCVA
Waste Disposal Facility	High	RPBA
Wastewater Facility	High	RPBA

**SCHEDULE J**  
**Backflow Preventer -**  
**Fixture Isolation**

Fixture Type	Health Hazard Classification	Type of Backflow Preventer
Acid Wash or Hot Tank	High	RPBA
Air Compressor - Commercial or Industrial	High	RPBA
Air Conditioning Systems	High	RPBA
Animal Cage Washer	High	RPBA
Animal Wash	High	RPBA
Animal Watering	High	RPBA
Aquarium Make up	High	RPBA
Aspirator	High	RPBA
Autoclave	High	RPBA
Autopsy/Mortuary Equipment	High	RPBA
Auxiliary Water	High	RPBA/AG
Baptismal Fountain	High	RPBA
Beverage Dispenser - Carbonated	High	DCAPc
Beverage Dispenser - Non Carbonated	Low	DuC
Bidet	High	AVB

Boiler - Residential w/o Chemical Addition and less than 400,000 btu	Low	DCAP
Boiler with Chemical Addition	High	RPBA
Bottle Washer	High	RPBA
Bread Making Equipment	Low	DCVA
Brewery Equipment	High	RPBA
Brine Tank	Low	DCVA
CO <sup>2</sup> Injection	High	DCAPc
Chemical Cleaning Tank	High	RPBA
Chemical Feed/Mixing Station	High	RPBA
Chemical Holding/Storage Tank	High	RPBA
Chemical System, Separate or Integral to Equipment/Appliance	High	RPBA
Chilled Water System	High	RPBA
Chlorinator	High	RPBA
Clothes Washer or Laundry Machine - Commercial with Chemical Feed	High	RPBA
Commercial Kitchen Equipment - Coffee Urn	Low	DuC
Commercial Kitchen Equipment - Commercial Dishwasher	High	RPBA
Commercial Kitchen Equipment - Espresso Machine	Low	DCVA
Commercial Kitchen Equipment - Dipper Well	Low	AG
Commercial Kitchen Equipment - Food Steamer	Low	DCVA
Commercial Kitchen Equipment - Glass washer (Hot and Cold Feed)	High	RPBA
Commercial Kitchen Equipment - Hood Wash Down	High	RPBA
Commercial Kitchen Equipment - Hot Chocolate or Hot Water Dispenser	Low	DuC
Commercial Kitchen Equipment - Ice Cream Machine	High	RPBA
Commercial Kitchen Equipment - Ice Machine - Condenser Cooling	High	RPBA
Commercial Kitchen Equipment - Ice Machine - Water Feed	High	RPBA
Commercial Kitchen Equipment - Juice Machine	Low	DuC
Commercial Kitchen Equipment - Rotisserie Oven	Low	DCVA
Commercial Kitchen Equipment - Pot Washer	High	RPBA
Commercial Kitchen Equipment - Potato Peeler	Low	DCVA
Commercial Kitchen Equipment - Steam Cooker	Low	DCVA
Commercial Kitchen Equipment - Steam Table	Low	DCVA
Commercial Kitchen Equipment - Steamer Oven	Low	DCVA
Commercial Kitchen Equipment - Waste Food Tray Line/Trough	High	RPBA
Commercial Kitchen Equipment - Waste Pulper	High	RPBA
Condensate Cooling/Receiver/Tank	High	RPBA

Cooling Condenser - AC unit	High	RPBA
Cooling Tower	High	RPBA
Dental Equipment - Cuspidor	High	RPBA
Dental Equipment - Film Processor	High	RPBA
Dental Equipment - Model Trimmer	High	RPBA
Dental Equipment - Sterilizer and Instrument Washer	High	RPBA
Dental Equipment - Vacuum Pump	High	RPBA
Dental Equipment - Water Supply to Dental Chair - For Multiple Chairs on one Dedicated Water Connection See Note #2	High	RPBA
Dental Equipment - X-ray Machine	High	RPBA
Descaling Equipment	High	RPBA
Detergent/Soap Dispenser	High	RPBA
Dishwasher (Commercial)	High	RPBA
Distiller	High	RPBA
Dockside Water Connection - For Multiple Connections to a Dedicated Water Connection See Note #2	High	RPBA
Dry Cleaning Equipment	High	RPBA
Dye Equipment	High	RPBA
Engine/Genset Cooling System	High	RPBA
Film Processor	High	RPBA
Fire Hose Cabinet (Connected to Domestic Piping)	Low	DCVA
Fire Service Connection w/o Chemical Addition	Low	DCVA
Fire Service Connection with Chemical Addition	High	RPBA
Floor Drain with Flushing Rim	High	RPBA
Fountain/Ornamental Water Feature	High	RPBA
Frozen Carbonated Beverage (FCB) Maker	High	RPBA
Fume Hood	High	RPBA
Garbage Chute Washdown	High	RPBA
Garbage Disposal Unit (Garburator)	High	RPBA
Geothermal	High	RPBA
Glass Rinser	Low	DuC
Heating System - Residential w/o Chemical Addition and less than 400,000 btu	Low	DCAP
Hot Tub/Spa - Direct Feed	High	RPBA
Humidifier w/o Chemical Addition	Low	DCVA
Humidifier with Chemical Addition	High	RPBA
Hydronic Heating System - Commercial	High	RPBA
Hydronic Heating System - Residential w/o Chemical Addition and less than 400,000 btu	Low	DCAP
Ice Machine - Condenser Cooling	High	RPBA
Ice Machine - Residential Refrigerator-type w/o Built-in Filter	Low	DuC

Ice Machine - Water Feed	High	RPBA
Ice Making/Resurfacing Equipment	Low	DCVA
Irrigation System with Chemical Addition	High	RPBA
Irrigation System w/o Chemical Addition	Low	DCVA
Janitor Sink with Hose Connection	Low	AVB
Jug Rinser	Low	DuC
Laboratory Equipment - Air compressor	High	RPBA
Laboratory Equipment - Animal Cage Washer	High	RPBA
Laboratory Equipment - Animal Water Bottle Filler	High	RPBA
Laboratory Equipment - Animal Watering System	High	RPBA
Laboratory Equipment - Aspirator	High	RPBA
Laboratory Equipment - Autoclave	High	RPBA
Laboratory Equipment - Electron Microscope	High	RPBA
Laboratory Equipment - Equipment Cooling	High	RPBA
Laboratory Equipment - Fume Hood	High	RPBA
Laboratory Equipment - Pipette Washer	High	RPBA
Laboratory Equipment - Serrated Faucet	High	RPBA
Laboratory Equipment - Specimen Tank	High	RPBA
Laboratory Equipment - Spray Hose	High	RPBA
Laboratory Equipment - Vacuum Pump	High	RPBA
Laundry Tub with Hose Bibb Connection	Low	HBVB
Lens Cutting/Grinding Equipment	High	RPBA
Medical Equipment - Air Compressor	High	RPBA
Medical Equipment - Angio/MRI Cooling	High	RPBA
Medical Equipment - Aspirator	High	RPBA
Medical Equipment - Autoclave/Sterilizer	High	RPBA
Medical Equipment - Bedpan Macerator	High	RPBA
Medical Equipment - Bedpan Washer/Sterilizer	High	RPBA
Medical Equipment - Blood Analysis Equipment	High	RPBA
Medical Equipment - Burn Shower	High	RPBA
Medical Equipment - CT Scan	High	RPBA
Medical Equipment - Cart Washer	High	RPBA
Medical Equipment - Dialysis Equipment	High	RPBA
Medical Equipment - Dye Slide Table	High	RPBA
Medical Equipment - Endoscope	High	RPBA
Medical Equipment - Film Processor	High	RPBA
Medical Equipment - Hydrotherapy Bath	High	RPBA
Medical Equipment - Laser Cooling	High	RPBA
Medical Equipment - MRI Cooling	High	RPBA
Medical Equipment - Patient Tub with Flexible Hose	High	RPBA
Medical Equipment - Renal Processor	High	RPBA
Medical Equipment - Steris Washer	High	RPBA
Medical Equipment - Ultrasonic Washer	High	RPBA



Medical Equipment - Vacuum Pump	High	RPBA
Medical Equipment - Washdown Station	High	RPBA
Medical Equipment - X-ray Equipment	High	RPBA
Paint Booth	High	RPBA
Pedicure Spa/Bowl - For Multiple Pedicure Spa/Bowls on one dedicated water connection See Note #2	High	RPBA
Photo Developing Equipment	High	RPBA
Photo Lab Sink/Tank	High	RPBA
Plating Tank	High	RPBA
Pressure Washer w/o Aspirator	Low	DCVA
Pressure Washer with Aspirator	High	RPBA
Produce Misting System	High	RPBA
Proofer Oven	Low	DCVA
Pump Primer Line - Non-toxic	Low	DCVA
Pump Primer Line - Toxic	High	RPBA
Pump Primer Line for Auxiliary Water Source Pump	High	AG
Radiator Flushing Equipment	High	RPBA
Refrigeration Unit - Industrial	High	RPBA
Restricted Area	High	RPBA
Reverse Osmosis Equipment - Inlet 25mm or Larger	High	RPBA
Reverse Osmosis Equipment - Inlet Less than 25mm w/o Chemical	Low	DCVA
Reverse Osmosis Equipment - Inlet Less than 25mm with Chemical	High	RPBA
Rock Polisher	High	RPBA
Sanitary Equipment	High	RPBA
Sewage Ejector	High	RPBA
Sewage Lift Station Standpipe	High	RPBA
Sewage Pump	High	RPBA
Sewer Connected Equipment	High	RPBA
Shampoo Sink	Low	AVB/DuC
Steam Generator (Small Unit Contained Within Appliance/Equipment) - w/o Chemical Addition	Low	DCVA
Storm Sewer	High	RPBA
Sump	High	RPBA
Swimming Pool - Direct Feed	High	RPBA
Tanning Booth	High	RPBA
Trap Primer	High	RPBA
Vacuum Pump	High	RPBA
Vehicle Washing Equipment	High	RPBA
Vending Machine (No Carbonator)	Low	DCVA
Wash Rack	High	RPBA
Washdown Equipment	High	RPBA

Wastewater Treatment Process	High	RPBA
Water Filter - Inlet Less than 25mm	Low	DCVA
Water Filter - Inlet 25mm and Larger	High	RPBA
Water Softener	High	RPBA
X-ray Equipment	High	RPBA
Yard Hydrant	Low	HBVB

NOTES:

<sup>1</sup> Backflow Preventer Type - Abbreviations

AG	Air Gap
AVB	Atmospheric Vacuum Breaker - Non-testable Backflow Prevention Device
DCAP	Dual Check with Atmospheric Port - Non-testable Backflow Prevention Device
DCAPc	Dual Check with Atmospheric Port (carbonator) - Non-testable Backflow Prevention Device
DCVA	Double Check Valve Assembly - Testable Backflow Prevention Assembly
DuC	Dual Check Valve - Non-testable Backflow Prevention Device
DuCV	Dual Check with Intermediate Vent - Non-testable Backflow Prevention Device
HBVB	Hose Bibb Vacuum Breaker - Non-testable Backflow Prevention Device
LFVB	Laboratory Faucet Vacuum Breaker - Non-testable Backflow Prevention Device
PVBA	Pressure Vacuum Breaker Assembly - Testable Backflow Prevention Assembly
RPBA	Reduced Pressure Backflow Assembly - Testable Backflow Prevention Assembly
SRVBA	Spill Resistant Vacuum Breaker Assembly - Testable Backflow Prevention Assembly

<sup>2</sup> Check with Plumbing Inspections for zone isolation requirements for multiple (identical) fixtures serviced by one dedicated water connection.”

22. In the Table of Contents, Council:

- (a) strikes out the parts of the index entitled PART IV CROSS-CONTAMINATION and PART V OPERATION AND INSPECTION and substitutes:

“PART IV  
CROSS CONNECTION CONTROL

- 4.1 Prohibition Against Cross Connection
- 4.2 Cross Connection Control - Authority of the Engineer
- 4.3 Responsibilities of customer
- 4.4 Responsibilities of Certified Backflow Assembly Tester
- 4.5 Backflow Preventer Installation - General Requirements
- 4.6 Backflow Preventer - Premises Isolation
- 4.7 Backflow Preventer - Fixture Isolation
- 4.8 Removal of Backflow Preventer
- 4.9 Modifications or Alterations to Backflow Preventer
- 4.10 Repair of Backflow Preventer

- 4.11 Testing Backflow Prevention Assemblies
- 4.12 Certified Backflow Assembly Testers and Testing Equipment
- 4.13 Incorrect or False Test Report
- 4.14 Annual Administration Fees

## 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 Power of Entry and Inspection
- 5.9 Basement Under Street
- 5.10 Overloaded Meters
- 5.11 Shut Down or Service Request
- 5.12 Interconnected Service Pipes
- 5.13 Frozen Service Pipes";

- (b) strikes out the part of the index entitled PART VI BILLING AND COLLECTION and substitutes:

## "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 Insertion of Outstanding Water Rates, Fees and Charges on Tax Roll
- 6.19 Application for Turn-on or Shut-off
- 6.20 Charges for Shut off Service Pipes
- 6.21 Meter Tests
- 6.22 Adjustment for Inaccurate Meter Record
- 6.23 Adjustment for Meter Removal or Tampering
- 6.24 Adjustment for Underground Leak
- 6.25 Adjustment for Overpayment
- 6.26 Back Billing
- 6.27 Adjustment of Charges for Partial Period
- 6.28 Service Pipes Shut Off for Five Years Deemed to be Discontinued
- 6.29 Metered Water Used to Fight Fires”; and

(c) at the end of the Index, Council strikes out the list of Schedules and substitutes:

“SCHEDULE A:	Flat Rate Connection Fees and Service Pipe Removal Fees
SCHEDULE B:	Annual Flat Rate Service Charges for Residential Properties
SCHEDULE C:	Annual Flat Service Charges for Unmetered Fire Service 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
SCHEDULE I:	Backflow Preventer - Premises Isolation
SCHEDULE J:	Backflow Preventer - Fixture Isolation”

23. 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.

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

ENACTED by Council this                      day of                      , 2015

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Mayor

---

City Clerk

- 6.17 Shut-off for non-payment
- 6.18 Insertion of Outstanding Water Rates, Fees and Charges on Tax Roll
- 6.19 Application for Turn-on or Shut-off
- 6.20 Charges for Shut off Service Pipes
- 6.21 Meter Tests
- 6.22 Adjustment for Inaccurate Meter Record
- 6.23 Adjustment for Meter Removal or Tampering
- 6.24 Adjustment for Underground Leak
- 6.25 Adjustment for Overpayment
- 6.26 Back Billing
- 6.27 Adjustment of Charges for Partial Period
- 6.28 Service Pipes Shut Off for Five Years Deemed to be Discontinued
- 6.29 Metered Water Used to Fight Fires”; and

(c) at the end of the Index, Council strikes out the list of Schedules and substitutes:

“SCHEDULE A:	Flat Rate Connection Fees and Service Pipe Removal Fees
SCHEDULE B:	Annual Flat Rate Service Charges for Residential Properties
SCHEDULE C:	Annual Flat Service Charges for Unmetered Fire Service 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
SCHEDULE I:	Backflow Preventer - Premises Isolation
SCHEDULE J:	Backflow Preventer - Fixture Isolation”

23. 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.

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

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Sewer and Watercourse By-law  
Amending by-law regarding 2016 fees**

Enactment of the attached By-law will implement Council's resolution of December 15, 2015, respecting new sewer and watercourse rates, and fees to be effective from January 1, 2016.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2016 fee increases**

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

1. This By-law amends the indicated provisions of By-law No. 8093.
2. Council strikes out section 2.7 (2) and substitutes
  - "2.7 (2) Despite the provisions of Section 2.7(1) of this By-Law, if, in the opinion of the Engineer, the installation cost of a public sewer connection to a building sewer is or will be greater than 1.5 times the applicable flat rate connection fee set out in Schedule A, Part I, Section 2:
    - (a) the installation must be billed to the customer on an "at cost" basis;
    - (b) the cost of the "at cost" installation must include the amount expended by the City for gross wages and salaries, employee fringe benefits, materials, equipment rentals at rates paid by the City or set by the City for its own equipment, and any other expenditures incurred in doing the work, plus administration charges;
    - (c) the Engineer may supply an estimate of the installation cost;
    - (d) the Engineer may require advance payment prior to commencement of the work;
    - (e) In the event that the Engineer requires advance payment, such advance payment must be based on an estimate of installation cost made by the Engineer;
    - (f) in the event that the actual installation cost is different than the estimated cost, the Engineer must bill any additional cost to the customer, and must credit any surplus to the customer's account; and
    - (g) in the event that the actual installation cost is 1.5 times the applicable flat rate connection fee or less, the Engineer must apply the applicable flat rate connection fee and must credit any surplus to the customers' account."
3. In subsection 7.2(3)(b)(iii), Council strikes out "III" and substitutes "IV".
4. 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	\$ 8,958.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings with or without a Laneway House:	
	a) 4 inch/100 mm diameter	\$12,459.00
	b) 6 inch/150 mm diameter	\$15,039.00
	c) 8 inch/200 mm diameter	\$17,013.00
	d) 10 inch/250 mm diameter	\$19,626.00
	e) 12 inch/300 mm diameter	\$22,301.00
	f) 15 inch/375 mm diameter or greater	\$24,938.00
	g) connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h) manhole installation in conjunction with a public sewer connection, pursuant to Sentence 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)
3.	Where a public sewer connection will be placed more than 5 feet below the ground elevation, taken to the nearest foot and measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10%, for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.	New fitting on a twin sewer pursuant to Sentence 2.7(4)	\$4,648.00
5.	New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,049.00
6.	Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$293.00



**PART III**

**FLAT RATES**  
**FOR UNMETERED PROPERTY**

Single Family Dwelling	\$345.00
Single Family Dwelling with Suite	\$466.00
Single Family Dwelling with Laneway House	\$466.00
Single Family Dwelling with Suite and Laneway House	\$588.00
Strata Duplex (per dwelling unit)	\$234.00
2 Services, 1 Lot	\$690.00
3 Services, 1 Lot	\$1,034.00
4 Services, 1 Lot	\$1,380.00
Parking Lot/Garden	\$197.00

**PART IV**

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

Other Property	\$197.00
Turned Off, 1 Service	\$197.00
Turned Off, 2 Services	\$197.00
Turned Off, 3 Services	\$197.00

**PART V**

**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$2.221
Waste Discharge Permit User Rate	\$0.7235

**PART VI**

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.01
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.01
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$266.00

”

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

6. This By-law is to come into force and take effect on January 1, 2016.

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

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

On December 15, 2015, Council resolved to amend the Energy Utility System By-law to establish updated Levies and Charges effective January 1, 2016. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015



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	\$0.526 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC	\$7.905 per KW of peak heat energy demand
Class 3 - Non-residential building	\$7.905 per KW of peak heat energy demand

**PART 3 - Monthly charge**

Monthly charge	\$45.398 per MW per hour
----------------	--------------------------

## PART 4 - Credit

Credit for heat energy returned to energy transfer station	\$45.398 per each MW per hour multiplied by 50%
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"

3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2016.

ENACTED by Council this                      day of                      , 2015

Mayor

City Clerk

**EXPLANATION****A By-law to amend By-law No. 6312  
Re: Kamloops Street and 24th Avenue**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6312 regarding Kamloops Street and 24th Avenue. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

Kamloops Street and 24th Avenue



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

**A By-law to amend CD-1 By-law No. 6312**

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. 6312.
2. Council strikes out section 8 and re-numbers sections 9 and 10 as 8 and 9 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend By-law No. 6313  
Re: Nanaimo Street and 26th Avenue**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6313 regarding Nanaimo Street and 26th Avenue. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015



Nanaimo Street and 26th Avenue



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

**A By-law to amend CD-1 By-law No. 6313**

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. 6313.
- 2. Council strikes out section 8 and re-numbers sections 9, 10 and 11 as 8, 9 and 10 respectively.
- 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend By-law No. 6315  
Re: 2709-2791 East 28th Avenue**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6315 regarding 2709-2791 East 28th Avenue. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

2709-2791 East 28th Avenue



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

**A By-law to amend CD-1 By-law No. 6315**

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. 6315.
2. Council strikes out section 8 and re-numbers sections 9, 10 and 11 as 8, 9 and 10 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend By-law No. 6316  
Re: Slocan Street and 29th Avenue**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6316 regarding Slocan Street and 29th Avenue. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

Slocan Street and 29th Avenue



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

**A By-law to amend CD-1 By-law No. 6316**

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. 6316.
2. Council strikes out section 8 and re-numbers section 9 as 8.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend By-law No. 6318  
Re: Earles Street and 29th Avenue**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6318 regarding Earles Street and 29th Avenue. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

Earles Street and 29th Avenue



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

**A By-law to amend CD-1 By-law No. 6318**

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. 6318.
2. Council strikes out section 8 and re-numbers sections 9 and 10 as 8 and 9 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend By-law No. 6320  
Re: Kings Avenue and Rupert Street**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6320 regarding Kings Avenue and Rupert Street. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015



Kings Avenue and Rupert Street



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

**A By-law to amend CD-1 By-law No. 6320**

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. 6320.
2. Council strikes out section 8 and re-numbers sections 9 and 10 as 8 and 9 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to amend By-law No. 6361  
Re: 2750-2798 East 28th Avenue and  
4400-4402 Kaslo Street**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 6361 regarding 2750-2798 East 28th Avenue and 4400-4402 Kaslo Street. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

2750-2798 East 28th Avenue and  
4400-4402 Kaslo Street



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

**A By-law to amend CD-1 By-law No. 6361**

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. 6361.
2. Council strikes out section 8 and re-numbers sections 9, 10 and 11 as 8, 9 and 10 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

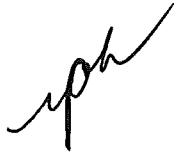
\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to amend By-law No. 7189  
Re: 3550 Walker Street**

After the public hearing on November 24, 2015, Council resolved to amend By-law No. 7189 regarding 3550 Walker Street. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 15, 2015

3550 Walker Street



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

**A By-law to amend CD-1 By-law No. 7189**

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. 7189.
2. Council strikes out section 5 and re-numbers sections 6, 7 and 8 as 5, 6 and 7 respectively.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Encroachment By-law amending By-law  
regarding amendments to Part D  
of the Fee Schedule**

The attached By-law will implement Council's resolution of December 1, 2015, to amend the Encroachment By-law regarding amendments to Part D of the Fee Schedule.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend Encroachment By-law No. 4243  
regarding amendments to Part D  
of the Fee Schedule to add lighting works and public art**

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. 4243.
2. In Part D of the Fee Schedule, Council adds, in alphabetical order, “lighting works” and “public art”.
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Heritage Designation By-law  
Re: 523 Union Street**

At a public hearing on October 20, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 523 Union Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
December 15, 2015



523 Union Street  
Paddon House



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

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

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

1. Council considers that the real property described as:

Structure and exterior  
envelope of the  
improvements and exterior  
building materials of  
heritage building

523 Union Street  
Vancouver, B.C.

PID: 015-564-975  
LOT 28  
BLOCK 90  
DISTRICT LOT 196  
PLAN 196

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

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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


**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1600, 1600A and 1620 West 6<sup>th</sup> Avenue**

The owner of these lands has applied to rezone them to enable it to increase the allowable floor space ratio and height applicable so that it can build a twelve-storey residential building containing 99 dwelling units, all of which will be secured as rental housing for rental on not less than a month-to-month basis, other than one quest suite, for the longer of 60 years or the life of the building, and following public hearing on February 24 and 25, 2015, Council approved this rezoning in principle subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development on the terms and conditions set forth in the minutes of the public hearing:

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 resolution regarding a Housing Agreement.

Director of Legal Services  
December 15, 2015

1600, 1600A and 1620 West 6<sup>th</sup> Avenue

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

**A By-law to enact a Housing Agreement  
for 1600, 1600A and 1620 West 6<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 with the owner of certain lands described as:

- |                  |  |
|------------------|--|
| PID: 012-521-299 | Lot 8 Block 289 District Lot 526 Plan 590;     |
| PID: 012-521-302 | Lot 9 Block 289 District Lot 526 Plan 590; and |
| PID: 012-521-311 | Lot 10 Block 289 District Lot 526 Plan 590,    |

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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

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

PAGE 1 OF 15 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)  
 Edwards, Kenny & Bray LLP, Barristers and Solicitors  
 1900-1040 West Georgia Street

Vancouver

BC V6E 4H3

DAVID S. ALLMAN  
 Phone No.: 604-661-1071  
 File Ref: 6473.221

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

Deduct LTSA Fees? Yes ☒**SEE SCHEDULE**STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**Covenant** **Section 219**

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):  
**AUSTEVILLE PROPERTIES LTD. (INC. NO. BC0812310)**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE  
 VANCOUVER

BRITISH COLUMBIA  
 CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:  
 N/A

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

Officer Signature(s)

**DAVID S. ALLMAN**  
 Barrister & Solicitor  
 1900 - 1040 W. GEORGIA ST.  
 VANCOUVER, B.C.  
 V6E 4H3

Execution Date

Y	M	D
15	12	03

Transferor(s) Signature(s)

**AUSTEVILLE PROPERTIES LTD.**  
 by its Authorized Signatory:

Print Name: **ANDREW ABANDONOWICH****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.

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

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 15 PAGES

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**

STC for each PID listed below? YES ☐

[PID]

[LEGAL DESCRIPTION – must fit in a single text line]

**INSERT POST-CONSOLIDATION LEGAL DESCRIPTION**

## TERMS OF INSTRUMENT - PART 2

### RENTAL HOUSING COVENANT 1600 - 1620 WEST 6<sup>th</sup> AVENUE

#### WHEREAS:

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

- (i) the Transferor, Austeville Properties Ltd., 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 made an application to rezone the Lands from C-3A (Commercial) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law ("Rezoning By-law"), the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement on terms and conditions set forth in the minutes of the February 24 and February 26, 2015 public hearing; and

D. The Owner and the City are now entering into this Agreement to satisfy the said 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 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 rental housing covenant, including the foregoing Recitals;
- (b) "Building" means the buildings and structures on the Lands as of the Commencement Date, and as thereafter redeveloped or built 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 or redevelopment contemplated by the Development Permit;

- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees and permittees;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Permit"** means the development permit issued by the City authorizing the development contemplated by the Rezoning By-law;
- (h) **"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;
- (i) **"Guest Suite"** means the single studio Housing Unit to be included in the Building;
- (j) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet and bathing and cooking facilities;
- (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, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (m) **"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;
- (n) **"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;
- (o) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands;
- (p) **"Owner"** means the Transferor, Austeville Properties Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;



- (q) "Owner's Personnel" means the Owner's directors, officers and employees; contractors, subcontractors, agents, licensees, invitees and permittees;
- (r) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57), then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (s) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (t) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c), and "Rental Housing Unit" means any one of such Units;
- (u) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(k), and "Replacement Rental Housing Units" means more than one or all of such Units, as the context requires;
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (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 attached hereto is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building 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) if it carries out any redevelopment on the Lands after the date of this Agreement, at its sole cost and expense it will construct and complete, and thereafter throughout the Term will maintain, only Housing Units on the Lands, of which not less than 25% will have no less than two bedrooms, all in accordance with the Development Permit, the Building Permit, the City's High Density Housing for Families with Children Guidelines (in effect at the date of this Agreement) and this Agreement, unless the Managing Director of Social Development otherwise first agrees;
- (c) after completion of the Building and thereafter throughout the Term, all Housing Units on the Lands, other than the Guest Suite, will be used only for the purpose of providing Rental Housing (collectively but excluding the Guest Suite, the "Rental Housing Units", and each a "Rental Housing Unit");
- (d) after completion of the Building and thereafter throughout the Term, the Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis;
- (e) after completion of the Building and thereafter throughout the Term, no charge will be levied by the Owner or any other person for use of the Guest Suite, other than a guest fee payable by an occupant of a Rental Housing Unit;
- (f) after completion of the Building and thereafter throughout the Term, the Guest Suite shall be occupied and used only on a short-term basis by visiting friends or family members of an occupant of a Rental Housing Unit;
- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) 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 as contemplated by Section 8.9;
- (h) 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 may be arbitrarily withheld;
- (i) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(g), and any subdivision in contravention of Section 2.1(h), 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;
- (j) throughout the Term, it will insure the Building and all parts thereof to the full replacement cost (or the maximum amount of replacement cost insurance reasonably commercially available from time to time during the Term) against

perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and

- (k) after completion of the Building and thereafter throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is damaged or destroyed before the end of the Term, the Owner will promptly restore and repair the same (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit") whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Lands or the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Lands or the Building; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Lands or the Building, notwithstanding completion of construction of the Building,

until such time as the Owner provides the City with:

  - (iii) proof that insurance consistent with the requirements of Section 2.1(j) is in force and effect as of Occupancy Permit issuance, in form and substance satisfactory to the City; and
  - (iv) confirmation that the Rental Housing Units will be used as Rental Housing as of Occupancy Permit issuance, in form and substance satisfactory to the City; and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4  
RECORD KEEPING**

- 4.1 The Owner will, throughout the Term, keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units (or Replacement Rental Housing Units, as applicable), 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. The Owner will also, throughout the Term, forthwith upon request by the City, provide the City with proof of the insurance required to be taken out pursuant to Section 2.1(j), in form and substance satisfactory to the City.

**ARTICLE 5  
ENFORCEMENT**

- 5.1 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 6  
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, 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 Building or any part thereof to the extent that such reviewing, accepting or approving is connected to matters covered under this Agreement;
      - 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 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 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 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(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 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(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.

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 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 7 NOTICES

- 7.1 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:

Austeville Properties Ltd.  
300 - 1645 West 7th Avenue  
Vancouver, British Columbia  
V6J 1S4

Attention: President

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 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.
- 8.2 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.
- 8.3 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.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 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.
- 8.6 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 charge against title to the Lands.
- 8.7 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;
- (c) Easement BB1303646 appurtenant to Parcel J Block 289 Plan BCP23168 Except Part in Plan BCP39423; and
- (d) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

8.8 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.

8.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof (subject to Sections 2.1(e) and 2.1(f)), to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement.

8.10 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.

END OF DOCUMENT

**EXPLANATION****Vehicles for Hire By-law amending By-law  
Re: Licences for taxicabs and dual taxicabs**

The attached By-law will implement Council's resolution of October 29, 2015, to amend the By-law regarding assisting passengers, dual taxicabs, replacement vehicle plate fees, pro-rating of licences and increasing certain minimum fines.

Director of Legal Services  
December 15, 2015



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

**A By-law to amend Vehicles for Hire By-law No. 6066  
regarding licences for taxicabs and dual taxicabs**

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

1. This By-law amends the indicated provisions and schedules of the Vehicles for Hire By-law No. 6066.
2. In section 6(3), Council:
  - (a) re-names subsections (d) through (f) as (e) through (g); and
  - (b) after subsection (c), adds:

“(d) has successfully completed the Ask-Listen-Act training program or a similar driver training program that teaches skills for transporting disabled passengers, and that has been approved by the Inspector;”
3. In section 23(13), Council:
  - (a) strikes out “person in charge” and substitutes “driver”; and
  - (b) strikes out subsection (d) and substitutes:

“(d) assist passengers to enter and leave the vehicle and to load and unload their belongings on request.”
4. Council strikes out section 24(2) and (3) and substitutes:

“(2) Every owner of a dual taxicab must:

  - (a) advertise to the public that the vehicle is equipped to serve handicapped and wheelchair bound passengers and that requests for service from such persons will receive priority over other requests for service;
  - (b) ensure that each driver of a dual taxicab, in addition to complying with section 23(17) of this By-law, records on a daily record every trip that involved the transporting of a handicapped person, stating in each case whether such person was confined to a wheelchair;
  - (c) ensure that each driver of a dual taxicab is physically capable of assisting in the loading and unloading of persons confined to wheelchairs; and
  - (d) ensure that the dual taxicab contains facilities for securing a passenger in a wheelchair and the wheelchair to the vehicle.

- (3) Every driver of a dual taxicab must:
- (a) be physically capable of assisting in the loading and unloading of persons confined to wheelchairs;
  - (b) ensure that the dual taxicab contains facilities for securing a passenger in a wheelchair and the wheelchair to the vehicle;
  - (c) wait at least five minutes for the passenger to arrive at the pick-up point;
  - (d) provide reasonable assistance to the passenger, on request:
    - (i) to or from the pick-up point or destination,
    - (ii) to enter and leave the vehicle,
    - (iii) to load and unload their belongings, and
    - (iv) to transport their belongings to or from the pick-up point or destination; and
  - (e) in the event of a medical emergency involving a passenger, call for emergency assistance and wait for its arrival."

5. In section 32(1), Council:

- (a) before "23(14)", adds "7(1)"; and
- (b) after "23(15)(b)" adds "or (c)".

6. In Schedule A, Council:

- (a) increases the fee for a Replacement Plate from \$23.00 to \$34.00; and
- (b) at the end, adds:

"Pro-rated licence fees

If a person commences owning or operating a vehicle for hire after January 1 in any calendar year, the license fee is to be pro-rated by dividing the applicable annual license fee by 12 and multiplying the resulting number by the number of whole or partial months remaining in that calendar year."

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

Mayor

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