

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

Enactment of the attached By-law will implement Council's resolution of December 13, 2016, respecting establishing updated Levies and Charges, to be effective January 1, 2017.

Director of Legal Services  
December 13, 2016

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

**A By-law to amend Energy Utility System By-law No. 9552  
regarding Updates to Levies and Charges**

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

1. This By-law amends the indicated provisions and schedule of the Energy Utility System By-law.
2. Council repeals Schedule C, and substitutes:

**“SCHEDULE C**

**LEVIES AND CHARGES**

**PART 1 - Excess demand fee**

Excess demand fee for each 1 W per m <sup>2</sup> of the aggregate of the estimated peak heat energy demand referred to in section 4.1(b) (i), (ii), and (iii) that exceeds 65 W per m <sup>2</sup>	\$1.50
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**PART 2 - Monthly levy**

Class 1 - SEFC residential or mixed use residential building	\$0.540 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC	\$8.115 per KW of peak heat energy demand
Class 3 - Non-residential building	\$8.115 per KW of peak heat energy demand

**PART 3 - Monthly charge**

Monthly charge	\$47.214 per MW per hour
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**EXPLANATION****Solid Waste By-law No. 8417  
Amending By-law regarding miscellaneous amendments,  
street cleaning, billing and fees**

Enactment of the attached By-law will implement Council's resolution of December 13, 2016, respecting miscellaneous amendments, street cleaning, billing and fees, to be effective January 1, 2017.

Director of Legal Services  
December 13, 2016

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

ABF

**A By-law to amend  
Solid Waste By-law No. 8417  
Regarding miscellaneous amendments, street cleaning, billing and fees**

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

1. This By-law amends the indicated provisions of Solid Waste By-law No. 8417.
2. In section 2, Council:
  - (a) strikes out the definitions of “Director of Finance”, “collection point”, “recyclable paper”, “residential recyclable materials diversion program” and “surcharge”;
  - (b) adds the following definitions in the correct alphabetical order:

“collection point” means a location where one or more garbage cans are placed for collection by the City of Vancouver,

“Collector” means the Director of Finance or an authorized representative of the Director of Finance,

“PPP cart” means a wheeled recycling container used for the purposes of the Packaging and Printed Paper Product Stewardship Program approved pursuant to the Environmental Management Act,

“personal hygiene products” means personal care products, including but not limited to diapers, feminine hygiene products and incontinence products,

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

“residential recyclable materials diversion program” means a program to divert residential recyclable material from disposal at a landfill or incinerator site, and includes:

    - (a) producing no residential recyclable materials,
    - (b) use of a licensed hauler who lawfully brings the material to a Material Recovery Facility or otherwise disposes of the residential recyclables in accordance with this By-law, and

- (c) disposing of the residential recyclable materials directly at an approved private or public recycling facility in accordance with this By-law, or
- (d) any combination of the above,

"surcharge" means the amount charged in addition to the applicable disposal rates for having a load that is not secured as per the requirements of the *Motor Vehicle Act*, or for disposing of banned material as set out in Part II of Schedule A of this By-law,".

3. Council strikes out "Director of Finance" wherever it appears and substitutes "Collector".

4. In Part V, Council:

- (a) strikes out section 5.1 and substitutes:

**"5.1 Recycling Service**

- (1) The owner or occupier of a non-residential property may request that the City Engineer provide recycling collection service at the rates provided for in this By-law, and the City Engineer may provide such services if, in the opinion of the City Engineer, such services are compatible with the operation of the City's existing recycling services.
- (2) The owner or occupier of non-residential premises which receive recycling collection service from the City must pay the applicable rates for service set out in Part IV of Schedule B to this By-law.";

- (b) strikes out section 5.4 and substitutes:

**"5.4 Deleted";** and

- (c) strikes out section 5.6(1) and substitutes:

"

- (1) Subject to subsection 2, the City will service recycling carts that are located within 50 metres of the nearest point that the collection vehicle can safely access."

5. In Part VII, Council adds, in numerical order:

**"7.6 General street cleaning service levy**

- (1) The city provides general street cleaning service to remove leaves, litter, solid waste and other discarded items in streets and lanes in residential areas.

- (2) The owner or occupier of a house, strata duplex, rowhouse, apartment or rental apartment must pay the applicable levy for service set out in Part VI of Schedule B to this By-law.”

6. In Part VIII, Council strikes out sections 8.3 and 8.4 and substitutes:

**“8.3 Transfer Station and Landfill**

- (1) Any person who wishes to drop off solid waste acceptable to the city at the Vancouver Landfill on 72<sup>nd</sup> Street, Delta, British Columbia or at the Vancouver South Transfer Station at 377 West Kent Avenue North in the city must pay the rates set out in Schedule A.
- (2) Despite section 8.3(1), the City Engineer may, at the discretion of the City Engineer, waive the rates set out in Schedule A, in writing, in advance, in the case of solid waste that the City Engineer determines:
  - (a) has been collected:
    - (i) by a non-profit or community group,
    - (ii) during a community clean-up project,
    - (iii) from a from a publicly owned area such as a park, street or beach; and
  - (b) is not recyclable or hazardous materials.
- (3) No person shall scavenge or salvage any solid waste from the Transfer Station or Landfill.

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

No person shall dispose of

- (a) anything described in Schedule E and Schedule G to this By-law;
- (b) a solid waste load that contains more than 5% by weight or by volume of materials listed in Schedule F of this by-law other than clean wood waste and food waste;
- (c) a solid waste load that contains more than
  - (i) 25% by weight or by volume of food waste until June 30, 2017, and
  - (ii) 5% by weight or by volume of food waste after July 1, 2017; or
- (d) a solid waste load that contains more than

(i) 10% by weight or by volume of clean wood waste until June 30, 2017, and

(ii) 5% by weight or by volume of clean wood waste after July 1, 2017

at either the Vancouver Landfill or the Vancouver South Transfer Station.”

7. In Part IX, Council:

(a) strikes out section 9.1(2)(c) and substitutes:

“(c) keep each private container that is visible from a street or lane and is greater than one cubic yard in size locked, except for the purposes of putting solid waste into the container, and”;  
; and

(b) in section 9.2A(1)(g) strikes out “meter” and substitutes “yard”.

8. In Part X, Council:

(a) strikes out section 10.3(4) and substitutes:

“(4) *Limits on refund or credit of overpayments for reduced rates due to change in use*

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

(a) the Collector must calculate the credit or refund from the later of the date of receipt of notice or the actual change, as determined by the Collector;

(b) the Collector must refund or credit any overpayment for the current year and may refund overpayments for a maximum of two years prior to the current year; and

(c) no interest shall be paid on refunds or credits.

(5) *Limits on back billing for increased rates due to change in use*

Where an increase in rates results from a change in use of the premises or any other matter the Collector must issue an invoice to a customer, subject to the following provisions:

(a) the Collector must calculate the increase from the date on which the change actually occurs; and



(b) despite (a), the Collector must not back bill for a period greater than the current year, plus one year prior to the current year.”; and

(b) in section 10.5, strikes out “Part I of Schedule B” and substitutes “Schedule B”.

9. Council strikes out Schedules A, B, E, F and G and substitutes the Schedules attached to this by-law.

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

11. This By-law is to come into force and take effect on January 1, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

## SCHEDULE A

### RATES FOR LANDFILL AND TRANSFER STATION

#### I. Drop-off Rates

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

Solid waste, yard waste, clean wood waste, wood waste and new gypsum (drywall)

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday, excluding Statutory Holidays)	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
New gypsum (drywall), at the Transfer Station	\$5 for up to ½ a sheet (4'x4')	\$5	\$5
New gypsum (drywall), at the Landfill	\$150/tonne for up to 0.5 tonne	\$10	\$10

All charge rates based on weight are determined by rounding the weight of a load up to the nearest 0.01 tonnes

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

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

Where any portion of a load consists of recyclable materials which are deposited separately for recycling, and for which there is no drop off rate, for that portion ..... No Charge

A load that contains any combination of materials subject to different disposal rates and the customer chooses not to weigh-out after dropping off each material, the entire load will be subject to the highest rate payable for any part of the load.

The following rates apply to solid waste dropped off at the Vancouver Landfill (5400 72nd Street, Corporation of Delta).

Used residential Gypsum (drywall) ..... \$150 per tonne  
(\$10 minimum)

Solid waste from Delta Farms that contains less than 5% by weight or by volume of materials listed in Schedule F, and does not contain any materials listed in Schedules E and G ..... \$15 per load for up to 3 tonnes, for up to 5 loads per year

Special handle waste (nuisance waste) requiring burial, as determined by the City Engineer ...  
..... \$200 per tonne  
(\$50 minimum)

Demolition materials meeting the City Engineer's specifications for road and infrastructure construction arriving in loads that are greater than 50 cubic metres in volume ..... \$75 per tonne

Demolition hog materials meeting the City Engineer's specifications for surfacing tipping pads and temporary access roads ..... \$30 per tonne

Crushed asphalt and concrete meeting the City Engineer's specifications ..... No Charge

Foundry slag and sand meeting the City Engineer's specifications for road construction ..... \$8 per tonne

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

All other asbestos waste ..... \$250 per tonne  
(\$50 minimum)

## II. Surcharge Rates

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South

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

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

Effective January 1, 2017 to June 30, 2017, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 25% or more by weight or by volume of food waste, a 50% surcharge will be applied to the load.

Effective January 1, 2017 to June 30, 2017, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 10% or more by weight or by volume of food waste, a 50% surcharge will be applied to the load.

Effective as of July 1, 2017, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 5% or more by weight or by volume of food waste, a 50% surcharge will be applied to the load.

Effective as of July 1, 2017, where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains 5% or more by weight or by volume of clean wood waste, a 50% surcharge will be applied to the load.

The surcharge rates above will be waived for loads of special handle waste received at the Vancouver Landfill.

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$65.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

Where any load of solid waste, yard waste, clean wood waste, wood waste and/or recyclable materials is not secured as per the requirements of the *Motor Vehicle Act*, a 50% surcharge shall be applied to the load to a maximum surcharge value of \$50.

Where a single load is subject to multiple surcharges, the surcharge with the highest value will apply for the weight of the entire load.

### III. Compost Rates

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

Compost rate.....	\$16 per tonne (\$5 minimum)
Compost rate, for Delta Farmers	\$1 per cubic meter

#### IV. Transaction fee

In addition to all other charges, a \$5 fee is imposed on all Solid Waste transactions, including mixed loads, nuisance waste loads, asbestos waste loads, and new and used gypsum (drywall).

## SCHEDULE B

### RATES FOR COLLECTION SERVICES

#### I. Garbage Cart Collection Service

##### A. Residential Property

The following allocation applies to residential properties:

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

##### B. Garbage Cart Rates

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

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$75	\$96
120 litres	\$86	\$109
180 litres	\$102	\$126
240 litres	\$117	\$144
360 litres	\$148	\$179

**II. Garbage Can Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

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

**B. Garbage Can Rates**

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

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

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

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

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

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

**III. Miscellaneous Service**

**A. City Sticker Service**

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

**B. Purchase of Additional Garbage Service**

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

**IV. Recycling Collection Service**

**A. Basic Recycling Rates**

For those properties which receive recycling collection service under Part V - Recycling Service, per calendar year, the following rates are payable concurrently with each year's real property taxes.....\$189.00 per recycling cart

**B. Additional Storage Charges**

For those properties which store recycling carts or PPP carts on streets or lanes.....\$91.58 per cart

**V. Green Cart Collection Service**

**A. Green Cart Rates**

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

Size of green cart	Rate
120 litres	\$111
180 litres	\$130
240 litres	\$150
360 litres	\$189

**B. Purchase of Additional Green Cart Service**

Each property owner will be allowed one change per calendar year in the level of service under this By-law, without charge. A fee of \$25.00 will be charged for any additional change in that calendar year.

**VI. Street Cleaning Services Levy**

For each dwelling unit ..... \$19.00



## SCHEDULE E

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

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

1. Automobile bodies.
2. Refuse that is on fire, smoldering, flammable or explosive.
3. Hazardous Waste as defined in the Hazardous Waste Regulation (B.C. Reg. 63/88), with the exception of asbestos waste delivered to the Vancouver Landfill in accordance with the Asbestos Policy.
4. Propane tanks.
5. Liquids or sludge.
6. Coated or uncoated wire and cable that exceeds either 1% of the total weight of the load or 1% of the total volume of the load.
7. Dead animals from personal or business activities.
8. Inert fill material including soil, sod, gravel, concrete and asphalt exceeding 0.5 cubic metres per load.
9. Excrement, other than amounts of pet excrement that are double bagged and discarded with Municipal Solid Waste and that do not exceed either 5% of the total weight of the load or 5% of the total volume of the load.
10. Barrels, drums, pails or other large (205 litre or greater) liquid containers, whether full or empty.
11. Any single object that:
  - i) weighs more than 100 kilograms, or
  - ii) exceeds 0.35 square metres in cross section at any point, or
  - iii) exceeds 1.2 metres in width and/or 2.5 metres in length, or
  - iv) exceeds 3 cubic metres in volume.
12. Gypsum (drywall) or gypsum containing asbestos.
13. Mattresses.
14. Personal hygiene products where the personal hygiene products make up more than 10% of the total weight of the load unless the personal hygiene products are double bagged in sealed plastic bags that are sufficiently durable to resist leaking or breaking during collection and disposal.
15. Any material that would cause undue risk of injury or occupational disease to any person at the Vancouver Landfill and Transfer Station or that would otherwise contravene the Occupational Health and Safety Regulation (B.C. Reg. 296/97) enacted pursuant to the Workers Compensation Act, as amended or replaced from time to time.
16. Any other material deemed by the City Engineer as unacceptable for disposal at the Vancouver Landfill or Vancouver South Transfer Station.

## SCHEDULE F

### RECYCLABLE MATERIALS

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

**SCHEDULE G**  
**PRODUCT STEWARDSHIP MATERIALS**

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

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

**EXPLANATION**

**Sewer and Watercourse By-law  
Amending by-law regarding 2017 fees**

Enactment of the attached By-law will implement Council's resolution of December 13, 2016, respecting new sewer and watercourse rates, and fees to be effective from January 1, 2017.

Director of Legal Services  
December 13, 2016

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

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2017 Fee Increases  
and contaminated water discharges**

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. In section 1.2, Council:
  - (a) strikes out the definition of “contaminated water” and substitutes  
““contaminated water” means water containing any substance in a concentration that:
    - (a) injures or is capable of impairing the health or safety of a person or the environment;
    - (b) injures or is capable of injuring property or any life form;
    - (c) interferes with or is capable of interfering with the proper operation of a sewer, a sewage facility or storm drainage facility;
    - (d) causes or is capable of causing material discomfort to a person;
    - (e) damages or is capable of damaging the environment;
    - (f) exceeds the numerical aquatic use standards in the Contaminated Sites Regulation of the Environmental Management Act;
    - (g) exceeds aquatic life or aquatic life water quality standards contained in applicable protocols, policies or guidance issued by the British Columbia Ministry of the Environment; or
    - (h) exceeds the Wastewater and Storm Water Discharge and Quality Standards in Section 3”; and
  - (b) adds the following definitions in alphabetical order:  
““contaminated site” means an area of land in which the soil or underlying groundwater or sediment contains a hazardous waste or prescribed substance in any quantities or concentrations exceeding provincial risk based or numerical criteria, standards, or conditions.

““hazardous waste” means hazardous waste as defined in the Hazardous Waste Regulation of the Environmental Management Act.

““prescribed substance” means a substance with a remediation standard prescribed in the Contaminated Sites Regulation of the Environmental Management Act.”

3. In Section 3.2.(2), Council strikes out subsection (m) and substitutes:

“(m) contaminated water or wastewater unless otherwise permitted by the inspector in writing.”

4. In Section 3.3, Council strikes out subsection (g) and substitutes:

“(g) any hazardous waste.”

5. In Section 3.4, Council strikes out subsection (1) and substitutes:

“(1) A person who accidentally discharges any prohibited substances listed in Section 3.3, into a public or private sewerage system, storm drainage system or watercourse must immediately report the incident to the Inspector or City Engineer.”

6. In Section 5.1, Council:

- (a) strikes out subsection (6) and (7) and substitutes:

“(6) The Inspector or the Fire Chief may require one or more groundwater monitoring wells to be installed in the vicinity of all underground tanks.”; and

- (b) re-number subsection (8) as (7).

7. Council strikes out Section 7.11 and substitutes:

**“7.11 CONTAMINATED GROUNDWATER DISCHARGE RATES**

Where contaminated groundwater is required to be discharged into a sanitary system or a combined sewer, the site owner must first obtain a Waste Discharge Permit and pay to the City the applicable rate set out in Part VI of Schedule A to this By-law for the volume discharged.”

8. 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 (including 3 inch/75mm and greater pressure connections)	\$ 10,597.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings	
	a) 4 inch/100 mm diameter	\$14,530.00
	b) 6 inch/150 mm diameter	\$17,538.00
	c) 8 inch/200 mm diameter	\$19,840.00
	d) 10 inch/250 mm diameter	\$22,887.00
	e) 12 inch/300 mm diameter	\$26,006.00
	f) 15 inch/375 mm diameter or greater	\$29,082.00
	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)	\$4,741.00
5.	New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,090.00
6.	Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$299.00

**PART III**  
**FLAT RATES**  
**FOR UNMETERED PROPERTY**

Single Family Dwelling	\$384.00
Single Family Dwelling with Suite	\$519.00
Single Family Dwelling with Laneway House	\$519.00
Single Family Dwelling with Suite and Laneway House	\$654.00
Strata Duplex (per dwelling unit)	\$260.00
2 Services, 1 Lot	\$768.00
3 Services, 1 Lot	\$1,151.00
4 Services, 1 Lot	\$1,536.00
Parking Lot/Garden	\$219.00

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

Other Property	\$219.00
Turned Off, 1 Service	\$219.00
Turned Off, 2 Services	\$219.00
Turned Off, 3 Services	\$219.00



**PART V**  
**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$2.472
Waste Discharge Permit User Rate	\$0.8053

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.12
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.12
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$296.00

”

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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Mayor

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

**EXPLANATION****Crossing By-law amending By-law  
regarding 2017 fee increases**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Crossing By-law to increase certain fees for 2017, to be effective January 1<sup>st</sup>, 2017.

Director of Legal Services  
December 13, 2016

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

**A By-law to amend Crossing By-law No. 4644  
regarding 2017 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 4644.
2. In section 9 of the Crossing By-law, Council:
  - (a) strikes out "\$605.33" and substitutes "\$617.44"; and
  - (b) strikes out "\$74.05" and substitutes "\$75.53".
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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**Encroachment By-law amending By-law  
regarding 2017 fee increases**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Encroachment By-law to increase certain fees for 2017.

Director of Legal Services  
December 13, 2016

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

**A By-law to amend Encroachment By-law No. 4243  
regarding 2017 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 "\$52.21", and substitutes "\$53.25".
2. From Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$108.91", "\$9.89", and "\$764.61", and substitutes "\$111.09", "\$10.09", and "\$779.90" respectively.
3. From Part B of the Schedule attached to the Encroachment By-law, Council strikes out "\$1000.00", "\$25.00", "\$300.00", "\$4,456.00" and "\$2,480" and substitutes "\$1,020.00", "\$25.50", "\$306.00", "\$4,545.12", and "\$2,529.60" respectively.
4. From Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$182.24" and "\$4.87", and substitutes "\$185.88" and "\$4.96" respectively.
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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Street Distribution of Publications By-law amending By-law  
regarding 2017 fee increases**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Street Distribution of Publications By-law to increase certain fees for 2017.

Director of Legal Services  
December 13, 2016

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

ABF

A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2017 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

\$32.15 annually for each of 1 to 100 news boxes held by one person

\$96.42 annually for each of 101 or more news boxes held by one person

\$20.40 annually for each top row compartment in each multiple publications news box

\$10.20 annually for each bottom row compartment in each multiple publications news box

\$32.15 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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Street and Traffic By-law amending By-law  
regarding 2017 fee increases**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Street and Traffic By-law to increase certain fees for 2017.

Director of Legal Services  
December 13, 2016



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

ABF

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2017 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 "\$10.93" and substitutes "\$11.14".
3. In section 23.4, Council:
  - (a) from subsection (a), strikes out "\$72.73", and substitutes "\$74.19";
  - (b) from subsection (b), strikes out "\$53.69", and substitutes "\$54.76"; and
  - (c) from subsection (c), strikes out "\$36.36", and substitutes "\$37.08".
4. In section 23.5, Council strikes out "\$72.73" and substitutes "\$74.19".
5. In section 30(7) Council:
  - (a) from subsection (a), Council strikes out "\$97.00", "\$77.00", and "\$19.00 and substitutes "\$98.94", "\$78.54" and "\$19.38";
  - (b) from subsection (b), Council strikes out "\$135.00", "\$103.00", "\$26.00", and substitutes "\$137.70", "\$105.06", and "\$26.52"; and
  - (c) from subsection (c), Council strikes out "\$2,506.17", and substitutes "\$2,556.29".
6. In section 67A(6), Council:
  - (a) from subsection (a), strikes out "\$116.08", and substitutes "\$118.41"; and
  - (b) from subsection (b), strikes out "\$39.11", and substitutes "\$39.90".
7. In section 80(2), Council:
  - (a) Single and Two Family Dwellings strikes out "\$492.01", and substitutes "\$501.85";
  - (b) Single and Two Family Dwellings requiring demolition strikes out "\$697.52", and substitutes "\$711.47";
  - (c) Multi-Residential or commercial requiring no excavation strikes out "\$2,129.64", and substitutes "\$2,172.23";

- (d) Multi-Residential or commercial requiring excavation, less than 3 stories in height strikes out “\$3,999.81”, and substitutes “\$4,079.81”;
- (e) Multi-Residential requiring excavation, 3 stories or more in height strikes out “\$7,959.22”, and substitutes “\$8,118.40”;
- (f) Major development site, ½ block or larger strikes out “\$9,522.78”, and substitutes “\$9,713.24”;
- (g) Demolition Only- multi residential or commercial site less than ½ block strikes out “\$980.57”, and substitutes “\$1,000.18”; and
- (h) Demolition only - multi-residential or commercial site ½ block or larger strikes out “\$1,755.64”, and substitutes “\$1,790.75”.

8. In section 88A, Council:

- (a) from subsection (2)(b), strikes out “\$535.91” and “\$69.67”, and substitutes “\$546.63” and “\$71.07” respectively; and
- (b) from subsection (4), strikes out “\$70.36”, and substitutes “\$71.77”.

9. In section 96, Council strikes out “\$31.77” and “\$303.02”, and substitutes “\$32.40” and “\$309.08” respectively.

10. 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.

11. This By-law is to come into force and take effect on January 1, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to Amend the Street Utilities By-law  
regarding 2017 fees**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Street Utilities By-law to increase certain fees for 2017.

Director of Legal Services  
December 13, 2016

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

**A By-law to amend the Street Utilities By-law No. 10361**

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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
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 \$656.53;
- (b) longer, a plan review and administration fee of \$1,969.59;

together with a fee of \$13.14 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, \$85.35 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>	\$260.65
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$186.09
Concrete Pavement	50 m <sup>2</sup> or more	\$132.48
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$ 93.84
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$ 77.28
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$192.12
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$105.00

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>	\$ 71.10
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$ 63.76
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$ 61.93
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$240.51
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$175.82
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$116.17
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$100.82
Heavy Asphalt	More than 300 m <sup>2</sup>	\$ 89.35
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$232.60
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$183.22
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$168.48
Concrete Sidewalk	50 m <sup>2</sup> or more	\$131.69
Exposed Agg Sidewalk	All	\$307.83
Concrete Crossing	All	\$253.35
Curb & Gutter	Less than 10 lm	\$339.74
Curb & Gutter	10 lm or more	\$246.71
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$ 41.09
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$ 22.84
Brick or Paver Sidewalks	All	\$319.98
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab		\$314.02

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Curb & Slab		
Concrete Thickened Sidewalk - 6"	All	\$228.28
Concrete Thickened Sidewalk - 10"	All	\$284.75
Integral Concrete Road & Curb 8"	Sq m <sup>2</sup>	\$270.50
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$213.28
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$192.47
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$171.67
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$313.23
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$276.11
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$245.34
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$201.61
Asphalt/Concrete Pavement - follow behind (Install of 5" Asphalt when concrete cutback is done by Utility Group)		\$58.94
Grading and Asphalt Aprons	By quote	Street Utilities By-law, Schedule A, Part 3
Stamped Concrete	By quote	Street Utilities By-law, Schedule A, Part 3
Unusual Damages/At cost repairs	By quote	Street Utilities By-law, Schedule A, Part 3
Brick/Paver/Stone Pavements	By quote	Street Utilities By-law, Schedule A, Part 3
Safety-sensitive Road Marking Repair	By quote	Street Utilities By-law, Schedule A, Part 3
Specialty Treatment Road Marking Repair	By quote	Street Utilities By-law, Schedule A, Part 3

**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	\$54.71
6 - 10 years	\$43.76
11 - 15 years	\$32.83
16 - 20 years	\$21.89
21 years or greater	\$10.94

Other Authorities			
Dissemination of Traffic Information	\$118.20	\$115.88	Administrative policy

”



**EXPLANATION**

**Street Vending By-law amending By-law  
regarding 2017 fees**

The attached By-law will implement Council's resolution of December 13, 2016, to amend the Street Vending By-law to increase certain fees for 2017.

Director of Legal Services  
December 13, 2016

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

ABF

A By-law to amend  
Street Vending By-law No. 10868  
regarding 2017 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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
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 ..... \$52.02
- (b) display unit (including application by new owner). ..... \$52.02
- (c) small patio (including application by new owner) ..... \$52.02
- (d) large patio ..... \$208.08

#### 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.....\$1,150.36 per year
  - (ii) non-food vending (stationary) unit.....\$862.46 per year
  - (iii) mobile special event unit ..... \$37.38 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$310.35 per year
  - (ii) without motorized unit ..... \$155.77 per year
- (c) display unit
  - for each square meter of display area.....\$50.27 per year
  - subject to a minimum fee of..... \$130.88 per year
- (d) small patio
  - for one table and two chairs.....\$120.07 per year
  - subject to a minimum fee of.....\$360.20 per year
- (e) large patio Downtown (see Schedule B)

Summer Term (April 1 - October 31)= \$83.16 m<sup>2</sup>  
Winter Term (November 1 - March 31) = \$59.18 m<sup>2</sup>

Outside of Downtown

Summer Term (April 1 - October 31) = \$58.93/m<sup>2</sup>  
Winter Term (November 1 - March 31) = \$42.04/m<sup>2</sup>

- (f) farmers' market permit ..... \$567.41 per year
- (g) special event market permit ..... \$117.15 per block per day to a maximum fee of \$462.41 per day
- (h) daily mobile vendor (outside special event permit zone) ..... \$ 37.38 per day

Permit Renewal Fees

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.....\$1,150.36 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.....\$ 862.46 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

### **Impounding By-law No. 3519 to change tow and storage rates**

The attached By-law will implement Council's resolution of November 16, 2016, to amend the provisions of the Impounding By-law regarding rates, and to be effective on January 1, 2017.

Director of Legal Services  
December 13, 2016



Schedule A

Fees and Charges for impounded vehicles  
( towing fees will have GST added)

1. Towing Fee

a) Vehicle with a gross vehicle weight of 2,999 kg or less

- (i) regular tow ..... \$77.46
- (ii) tow with dolly ..... \$102.46

Plus fuel surcharge of 12%

Plus, for a towing distance greater than 6.0 km .....\$2.64 per km

Plus fuel surcharge of 12%

b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg

- (i) regular tow ..... \$81.80
- (ii) tow with dolly ..... \$106.80

Plus fuel surcharge of 12%

Plus, for a towing distance greater than 6.0 km .....\$3.05 per km

Plus fuel surcharge of 12%

c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg

- (i) regular tow ..... \$129.67

Plus fuel surcharge of 12%

Plus, for a towing distance greater than 6.0 km .....\$3.72 per km

Plus fuel surcharge of 12%

d) Vehicle with a gross vehicle weight of 9,073 kg and over

- (i) regular tow ..... \$172.47

Plus fuel surcharge of 12%

Plus, for a towing distance greater than 6.0 km .....\$7.83 per km

Plus fuel surcharge of 12%

2. Unhooking Fee

Where towing service has commenced hook-up and the owner or person in charge requests delivery of the vehicle before it is towed.

- a) Vehicle with a gross vehicle weight of 2,999 kg or less
  - (i) regular tow ..... \$38.73
  - (ii) tow with dolly ..... \$51.23Plus fuel surcharge of 12%
  
- b) Vehicle with a gross vehicle weight of 3,000 kg to 6,300 kg
  - (i) regular tow ..... \$40.90
  - (ii) tow with dolly ..... \$53.40Plus fuel surcharge of 12%
  
- c) Vehicle with a gross vehicle weight of 6,301 kg to 9,072 kg
  - (i) regular tow ..... \$64.84Plus fuel surcharge of 12%
  
- d) Vehicle with a gross vehicle weight of 9,073 kg and over
  - (i) regular tow ..... \$86.24Plus fuel surcharge of 12%

3. Storage Fee

- a) for the first day or portion thereof, that vehicle is impounded and stored..... \$23.28
  
- b) for each day after the seventh day, or portion thereof, that the vehicle is in storage..... \$10.00

4. Removal fee

For the removal of a chattel unlawfully placed, left or kept on a City street, the charge shall be

Where removal necessitates only the use of one person ..... \$100.00  
plus, a fuel surcharge to a maximum of 8.5% .....\$8.50



- a) Where removal necessitates the use of two people but no extra equipment..... \$200.00  
 plus, a fuel surcharge to a maximum of 8.5%..... \$17.00
- b) Where removal necessitates the use of more than two people or extra equipment or both ..... \$300.00  
 plus, a fuel surcharge to a maximum of 8.5%..... \$25.50

**5. Containers**

For the storage of an impounded solid waste container, the charge for:

- a) the first day, or portion thereof, that the solid waste container is impounded shall be .....\$8.00
- b) each day after the first day, or portion thereof, that the solid waste container remains impounded shall be.....\$8.00

**EXPLANATION****By-law Notice Enforcement By-law  
regarding reduction discounts**

The attached By-law will implement Council's resolution of November 16, 2016, to amend the provisions of the By-law Notice Enforcement By-law regarding reduction discounts, and to be effective January 1, 2017.

Director of Legal Services  
December 13, 2016

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

ABF

A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
to reduce discounts

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

1. This By-law amends the indicated provisions of By-law Notice Enforcement By-law No. 10201.
2. Council strikes Schedule A of the By-law and replaces it with the Schedule A attached to this By-law.
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, 2017.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

**SCHEDULE "A"**

**DESIGNATED BY-LAWS,  
BY-LAW CONTRAVENTIONS AND PENALTIES**

<b>By-law and By-law Section</b>	<b>Description</b>	<b>A1 Penalty</b>	<b>A2 Discount</b>	<b>A3 Surcharge</b>
<b>Street and Traffic By-law No. 2849</b>				
17.1	Stop where prohibited	100	40	50
17.2(a)	Stop close to stop sign	100	40	50
17.2(b)	Stop near firehall	100	40	50
17.2(c)	Stop near hydrant	100	40	50
17.2(d)	Stop near crossing	100	40	50
17.2(e)	Stop near garbage	100	40	50
17.2(f)	Stop near excavation	100	40	50
17.2(g)	Stop on bridge	100	40	50
17.2(h)	Stop alongside median	100	40	50
17.2(i)	Stop on narrow road	100	40	50
17.2(j)	Stop in reserved portion	100	40	50
17.3	Stop at bus stop	100	40	50
17.4(a)	Stop on crosswalk	100	40	50
17.4(b)	Stop near crosswalk	100	40	50
17.4(c)	Stop on sidewalk	100	40	50
17.4(d)	Stop on sidewalk crossing	100	40	50
17.4(e)	Stop on boulevard	100	40	50
17.4(f)	Stop within intersection	100	40	50

17.5(a)	Stop near intersecting lane	100	40	50
17.5(b)	Stop near intersecting sidewalk	100	40	50
17.5(c)	Stop near intersecting street	100	40	50
17.6(a)	Park where prohibited	100	40	50
17.6(b)	Park where restricted	100	40	50
17.6(c)	Park on narrow curbless street	100	40	50
17.6(d)	Park opposite vehicle	100	40	50
17.6(e)	Park longer than permitted	70	28	35
17.6(f)	Park longer than 3 hours	70	28	35
17.6(g)	Park near entrance	100	40	50
17.7	Move to avoid time limit	100	40	50
18.1 (a)	Park not parallel	100	40	50
18.1 (b)	Park wrong direction	100	40	50
18.1 (c)	Park too far from curb	100	40	50
18.2	Park contrary to markings	100	40	50
18.3	Improper parking on grade	100	40	50
19.1 (a)	Stop near lane intersection	100	40	50
19.1 (b)	Stop near intersecting sidewalk	100	40	50
19.1 (c)	Stop near lane intersection	100	40	50
19.1 (d)	Stop leaving too little lane	100	40	50
19.1 (e)	Stop and obstruct vehicles	100	40	50
19.1 (f)	Stop near fire door	100	40	50
19.1 (g)	Stop near driveway	100	40	50
19.1 (h)	Stop abutting commercial property	100	40	50
19.1 (i)	Stop on lane in prohibited			

	area	100	40	50
19.1 (j)	Stop in West End or Robson North	100	40	50
20.1 (a)	Stop too long abutting area	100	40	50
20.1 (b)	Stop overnight	100	40	50
20.2	Stop near park, school or church	100	40	50
20.3	Park trailer on street	250	100	125
21.1	Stop in passenger zone	100	40	50
21.3	Stop in loading zone	100	40	50
21.5	Stop in commercial loading zone	100	40	50
21.7	Stop in tour bus zone	100	40	50
72A (1)	Derelict vehicle on street	250	100	125

By-law and By-law Section	Description	A1 Penalty	A2 Discount	A3 Surcharge
<b>Parking Meter By-law No. 2952</b>				
4(1)	Park outside metered space	70	28	35
4(2)	Park at improper angle	70	28	35
4(3)	Park against traffic flow	70	28	35
5(3)(a)	Park longer than limit	70	28	35
5(4)(a)(ii)	Expired meter with zeros	70	28	35
5(4)(a)(iii)	Meter out of order	70	28	35
5(4)(b)	Expired meter time	70	28	35

<b>By-law and By-law Section</b>	<b>Description</b>	<b>A1 Penalty</b>	<b>A2 Discount</b>	<b>A3 Surcharge</b>
<b>Motor Vehicle Noise and Emission Abatement By-law No. 9344</b>				
2.7 (i)	Idle more than 3 minutes	100	40	50
2.7 (ii)	Idle unattended and unlocked	100	40	50
2.7.A (i)	Idle truck or bus more than 3 minutes	250	100	125
2.7.A (ii)	Idle truck or bus unattended and unlocked	250	100	125
<b>Granville Mall By-law No. 9978</b>				
10	Load or unload vehicle	250	100	125
11(a)	Stop taxi more than 3 minutes	250	100	125
11(b)	Stop vehicle more than 30 minutes	250	100	125
11(c)	Stop vehicle more than 120 minutes	250	100	125
15	Fail to display permit	250	100	125
17.1	Drive on transitway	250	100	125
17.2	Stop on transitway	250	100	125
18	Stop obstructing transitway	250	100	125

## EXPLANATION

### **Parking Meter By-law No. 2952 regarding parking rates and regulations**

The attached By-law will implement Council's resolution of November 16, 2016, to amend the provisions of the Parking Meter By-law and to be effective upon date of enactment.

Director of Legal Services  
December 13, 2016



**BY-LAW NO.**

**A By-law to amend <sup>ABF</sup>  
Parking Meter By-law No. 2952  
regarding parking rates and regulations**

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

1. This by-law amends the indicated provisions of the Parking Meter By-law No. 2952.

2. In section 2, Council strikes the definition of "Corner Clearance Parking Area".

3. In section 2, Council strikes the definition of "Metered Zone" and replaces it with the following definition in correct alphabetical order:

"Existing Metered Zone" means any street or portion of a street in any area contained within bold black lines in any of the maps attached as Schedule A to this By-law."

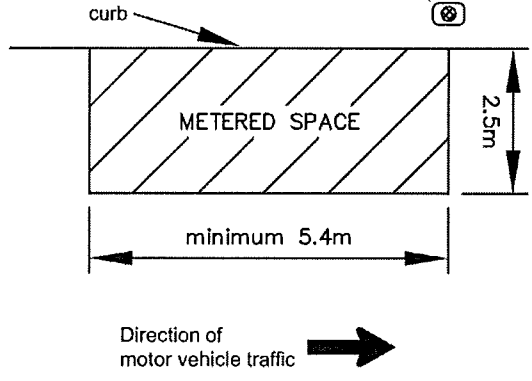
4. In Section 2, Council strikes the definition of "Parking Meter Head" and replaces it with:

"Parking Meter Head" means a mechanical or electronic appliance designed for the purpose of gauging and indicating a time within which a vehicle is, or may be, parked in a metered space or a sign mounted as a facsimile for such mechanical or electronic device that displays information regarding the pay by phone system."

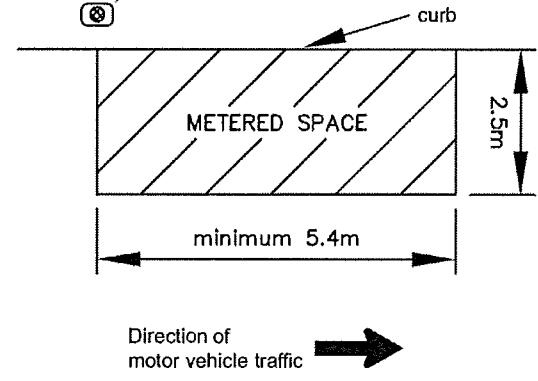
5. In Section 2, Council strikes subsection (1) from the definition of "Metered Space", and substitutes:

(1) in the case of a parking meter stand with a single parking meter head, that rectangular portion of the adjacent curb lane measuring not less than 5.4 metres from the centre of the base of the parking meter stand in the direction indicated by the arrow on the parking meter head and measuring not more than 2.5 metres from the curb in the direction of the roadway, as illustrated in the following diagrams:

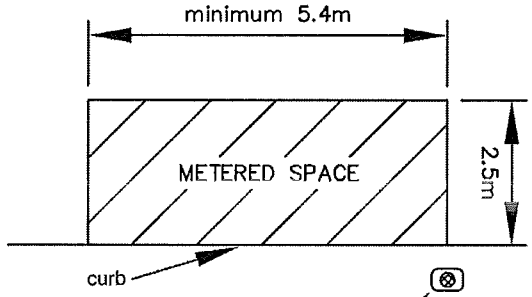
PARKING METER STAND with a single parking meter head with an arrow on meter head pointing counter to motor vehicle traffic



PARKING METER STAND with a single parking meter head with an arrow on meter head pointing in the direction of motor vehicle traffic

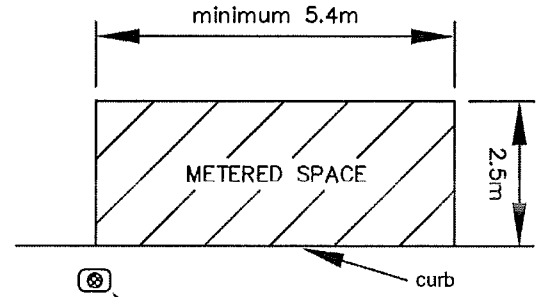


Direction of motor vehicle traffic →



PARKING METER STAND with a single parking meter head with an arrow on meter head pointing counter to motor vehicle traffic

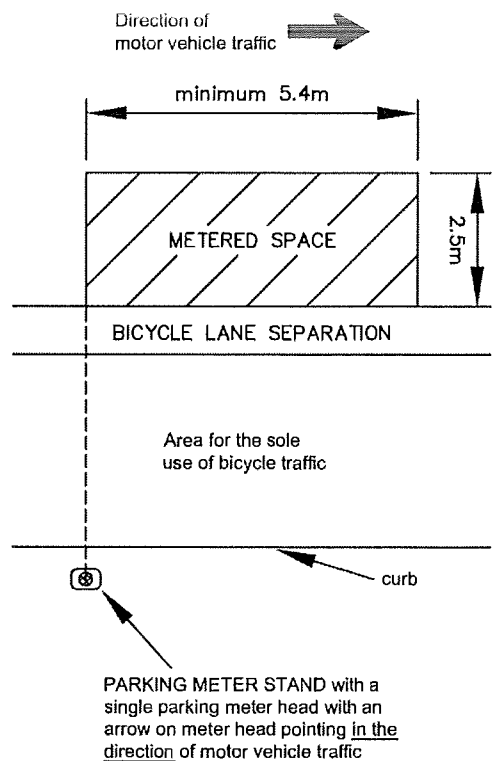
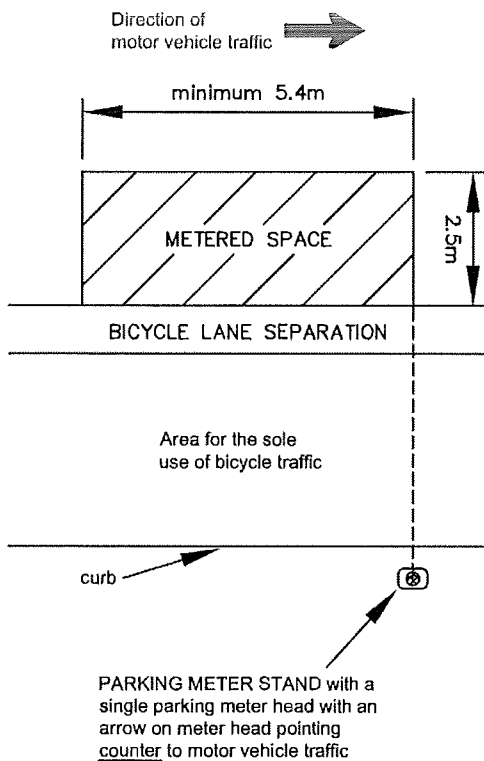
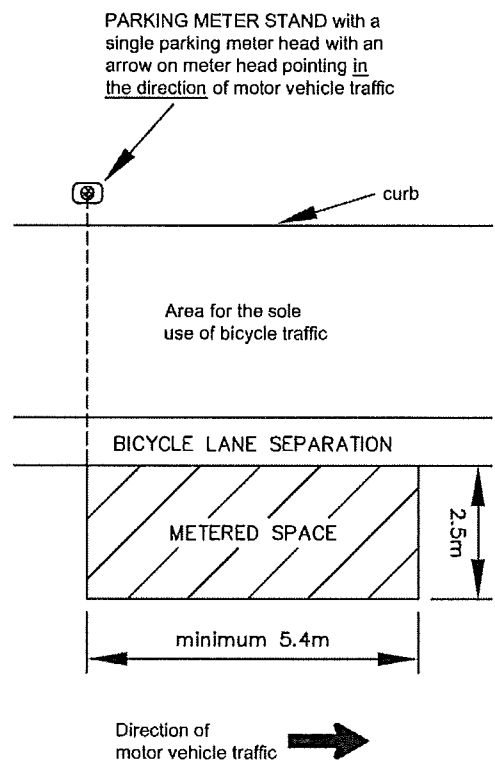
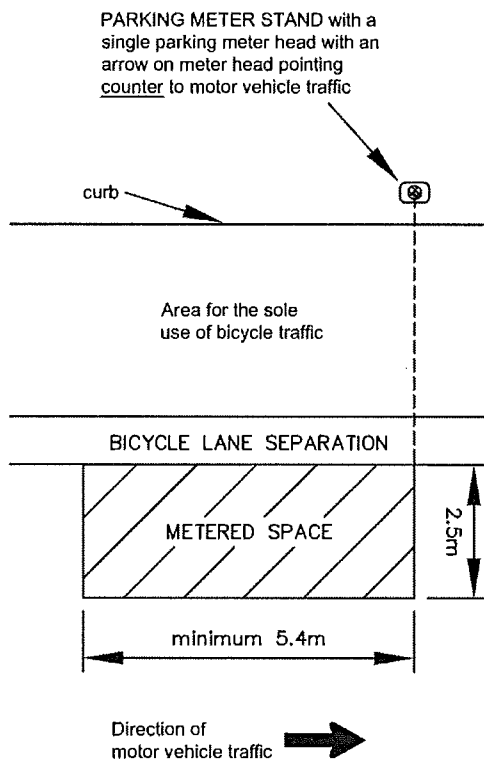
Direction of motor vehicle traffic →



PARKING METER STAND with a single parking meter head with an arrow on meter head pointing in the direction of motor vehicle traffic

except that:

- (a) in the case of a parking space signed for motorcycles only, the measurement of 5.4 metres changes to 2.7 metres; and
- (b) in the case of a parking meter stand separated from the adjacent curb lane by a portion of street designated by the City Engineer for the exclusive use of bicycle traffic, the measurement of 2.5 metres must be from the adjacent curb lane edge of the bicycle lane separation, as illustrated in the following diagrams:



6. In Section 2, Council strikes subsection (5) from the definition of “Metered Space”, and substitutes:

- “(5) in the case of a pay station, notwithstanding any street markings delineating the boundaries of a rectangle, any lawful parking space on a street between the curb adjacent to the roadway and an imaginary line on the roadway parallel to and 2.5 metres from the curb, where the street sign that regulates parking in such space indicates that the parking fee may be paid at a pay station, except that:
  - a. in the case where the signage is separated from the adjacent curb lane by a portion of street designated by the City Engineer for the exclusive use of bicycle traffic, the measurement of 2.5 metres must be from the adjacent curb lane edge of the bicycle lane separation; and
  - b. in the case where the signage is installed adjacent to a curb lane which is marked with parallel angular lines, the metered space means that portion of the adjacent curb lane designated for the accommodation of vehicles by such markings;”

7. In section 2, Council strikes the word “corner” from subsection (6) of the definition of “Metered Space”.

8. In section 2, Council adds a new subsection (7) to the definition of a “Metered Space” as follows:

- “(7) in the case of a location where there is signage installed that indicates that pay parking is in effect only through the pay by phone system, notwithstanding any street markings delineating the boundaries of a rectangle, any lawful parking space on a street between the curb adjacent to the roadway and an imaginary line on the roadway parallel to and 2.5 metres from the curb, except that:
  - a. in the case where the signage is separated from the adjacent curb lane by a portion of street designated by the City Engineer for the exclusive use of bicycle traffic, the measurement of 2.5 metres must be from the adjacent curb lane edge of the bicycle lane separation; and
  - b. in the case where the signage is installed adjacent to a curb lane which is marked with parallel angular lines, the metered space means that portion of the adjacent curb lane designated for the accommodation of vehicles by such markings;”

9. In section 2, Council inserts the following definitions in correct alphabetical order:

““Block” means the portion of street between two intersections, which do not involve a lane.””;

““Clearance Parking Area” means an area on a street adjacent to the curb located between a crosswalk and the nearest area available for vehicle parking that is not specifically signed for motorcycle and motor assisted cycle parking, and that the City Engineer has marked and signed for motorcycle parking and motor assisted cycle parking or has installed bicycle racks for bicycle parking.””;

““Interim Peak Daytime Curbside Occupancy Rate” is the ratio of the number of occupied spaces on a block during the hours of 9:00 am to 6:00 pm to the total number of spaces on a block, expressed as a percentage that is calculated based on all data collected by the City within a 30 day period.”;

““Interim Peak Evening Curbside Occupancy Rate” is the ratio of the number of occupied spaces on a block during the hours of 6:00 pm to 10:00 pm to the total number of spaces on a block, expressed as a percentage that is calculated based on data collected by the City within a 30 day period.”;

““Metered Block” means any city block containing one or more metered spaces.”;

““New Metered Zone” means any street or portion of a street that is not in an Existing Metered Zone.”;

““Parking Meter Rate” means the rate calculated in accordance with section 5A of this By-law.”;

““Peak Daytime Curbside Occupancy Rate” is the ratio of the number of occupied spaces on a block during the hours of 9:00 am to 6:00 pm to the total number of spaces on a block, expressed as a percentage that is calculated based on all data collected by the City throughout the calendar year.”; and

““Peak Evening Curbside Occupancy Rate” is the ratio of the number of occupied spaces on a block during the hours of 6:00 pm to 10:00 pm to the total number of spaces on a block, expressed as a percentage that is calculated based on all data collected by the City throughout the calendar year.”

10. Council strikes section 3(1) and replaces it with:

“(1) The City Engineer may:

(a) establish and mark out metered spaces;

- (b) install a parking meter at each metered space by firmly fastening the parking meters to the curb, sidewalk, or concrete pad adjoining, or close to the metered space;
- (c) install a pay station by firmly fastening the pay station to the curb, sidewalk, or concrete pad adjoining the roadway of the street; and
- (d) install signage that indicates that the metered spaces must be paid using the pay by phone system.”

11. Council strikes section 3(2)(b) and replaces it with:

“(b) display information that indicates how an operator may pay by phone.”

12. In section 3(1)(3), Council strikes “within the metered zone”.

13. Council strikes “A person who parks a vehicle in a metered space must:” from section 5(1) and replaces it with “A person who parks a vehicle in a metered space must immediately:”

14. Council strikes section 5(1)(d) and replaces it with:

“(d) pay using the pay by phone system by calling the telephone number provided at the meter space or using an internet-connected software application to enter the person’s account, metered space location, licence plate, and amount of parking time required;”

15. Council strikes section 5(3) and replaces it with:

“(3) A person who parks a vehicle in a metered space must comply with the following time limits and parking meter rates:

- (a) despite subsection (2), a person must not leave a vehicle continuously in a metered space for longer than the indicated time limit for that metered space that is indicated;
- (b) unless another rate is indicated on the meter head or at the pay station, a person who parks a vehicle other than a motorcycle in a metered space must pay the parking meter rate, except that in an area where an event rate is also listed in Schedule A, the City Engineer may determine the events and hours during which that event rate applies; and
- (c) a person who parks a motorcycle in a metered space must pay the parking meter rate, except that the rate:
  - (i) for gas powered motorcycles, under the pay by phone system, is 50% of the parking meter rate for the block,

- (ii) for zero emission motorcycles, under the pay by phone system, in all metered spaces except metered clearance spaces, is 25% of the parking meter rate for the block, and
- (iii) for zero emission motorcycles and motor assisted cycles in metered clearance parking areas, is 0% of the parking meter rate for the block.

16. Council adds the following as a new section 5A:

**“5A Meter rates**

- (1) The initial metered rates for all parking spaces in an existing metered zone shall, prior to adjustment in accordance with this section 5A, be the rate shown for that zone in Schedule A, increased in all cases to the nearest dollar.
- (2) Every new meter installed in a new metered zone pursuant to this By-law shall, when first installed, be subject to same rate at the time of installment as the present rate imposed under this By-law for the closest metered spaces already operating when installment began, unless the closest metered spaces are more than 2 full city blocks away from the new meters, in which case the new meters shall have a rate at the time of installment of \$1.00 per hour.
- (3) Every new meter installed in an existing metered zone pursuant to this By-law shall, when first installed, be subject to the same rate at the time of installment as the present rate imposed under this By-law for the closest metered spaces in that zone already operating when installment began.
- (4) If the Peak Daytime Curbside Occupancy Rate on a metered block exceeds 85% in a calendar year, then the fee between 9 AM and 6 PM for the subsequent calendar year shall be increased by \$1.00 per hour no later than March 1 of that year.
- (5) If the Peak Daytime Curbside Occupancy Rate in a metered block is less than 60% in a calendar year, then the fee between 9 AM and 6 PM for the subsequent calendar year shall be decreased by \$1.00 per hour no later than March 1 of that year, but no meter shall be subject to a fee less than \$1.00 per hour.
- (6) If the Peak Evening Curbside Occupancy Rate in a metered block exceeds 85% in a calendar year, then the fee between 6 PM and 10 PM for the subsequent calendar year shall be increased by \$1.00 per hour no later than March 1 of that year.





## EXPLANATION

### **Street and Traffic By-law No. 2849 regarding parking regulations**

The attached By-law will implement Council's resolution of November 16, 2016, to amend the provisions of the Street and Traffic By-law and to be effective upon date of enactment.

Director of Legal Services  
December 13, 2016

BY-LAW NO.

A By-law to amend  
Street and Traffic By-law No. 2849  
regarding parking regulations

ABF

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, No. 2849.
2. In Section 3, Council strikes the definition of "Corner Clearance Parking Area".
3. In Section 3, Council inserts a new definition "Clearance Parking Area" in correct alphabetical order as follows:

““Clearance Parking Area" means an area on a street adjacent to the curb located between a crosswalk and the nearest area available for vehicle parking that is not specifically signed for motorcycle and motor assisted cycle parking, and that the City Engineer has marked and signed for motorcycle parking and motor assisted cycle parking or has installed bicycle racks for bicycle parking.””
4. Council strikes section 17.2 (j) and replaces it with:

“(j) on any portion of street indicated by a sign or other marker as reserved for one or more class of vehicle, except for recognized vehicles of that class.”
5. Council strikes section 17.4 (b) and replaces it with:

“(b) within 6 metres of either side of a crosswalk, except for the driver of a motorcycle or motor assisted cycle who is parking in a clearance parking area or a bicycle rider parking at a bicycle rack;”
6. Council strikes section 17.6 (e) and replaces it with:

“(e) on any portion of a street for a longer period of time than indicated on any traffic sign governing that portion of a street;”
7. Council strikes "or" from the end of sections 17.6(f)(i), (ii) and (iii).
8. Council strikes section 17.6 (f) (iv), and replaces it with:

“(iv) the driver of a motorcycle or motor assisted cycle, or a rider of a bicycle parks in a clearance parking area, in which case a 24 hour time limit is to apply; or”
9. Council adds a new section 17.6 (f) (v) as follows:

“(v) the driver of a shared vehicle displaying a valid permit issued under section 23.2, in which case no time limit is to apply;”



**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 4976-5010 Cambie Street**

Enactment of the attached By-law will delete 4976-5010 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of June 14, 2016 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
December 13, 2016

4976-5010 Cambie Street

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

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 5 to 7, all of Block 840, District Lot 526, Plan 8324; PIDs 002-974-258, 010-152-199, and 010-152-211, respectively, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

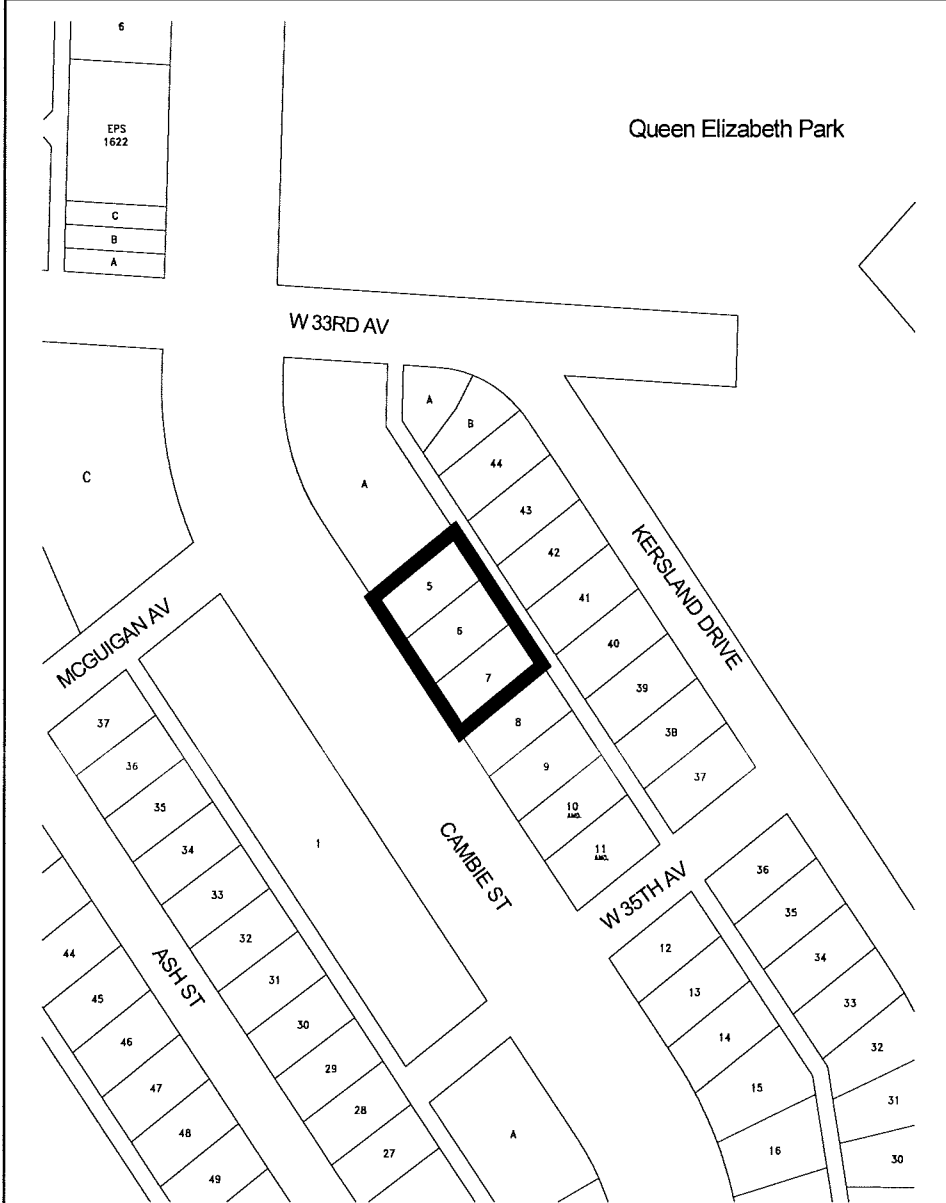
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**Schedule A**

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



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

4976-5010 Cambie Street

map: 1 of 1

scale: NTS



**City of Vancouver**

## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 2805 East Hastings Street**

After the public hearing on July 12, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 13, 2016



2805 East Hastings Street

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

*ABF*

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (647) By-law No. 11690 2805 East Hastings Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 2805 East Hastings Street**

After the public hearing on July 12, 2016, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 13, 2016

2805 East Hastings Street

BY-LAW NO. \_\_\_\_\_ <sup>ABF</sup>

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

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:  
"2805 East Hastings Street CD-1 (647) By-law No. 11690 B (C-2C1)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**By-law to authorize the borrowing of certain sums of money  
from January 8, 2017 to January 7, 2018,  
pending the collection of real property taxes**

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

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

Enactment of the attached By-law, to take effect January 8, 2017, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not, during the period from January 8, 2017 to January 7, 2018, exceed \$60,000,000.

Director of Legal Services  
December 13, 2016

**BY-LAW NO. 11603**

ABF

**A By-law to authorize the borrowing of certain sums of money  
from January 8, 2017 to January 7, 2018,  
pending the collection of real property taxes**

**PREAMBLE**

In exercise of the power provided by Section 263 of the Vancouver Charter, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2017 up to and including January 7, 2018, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

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

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

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

2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2017 to and including January 7, 2018, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 5 West Hastings Street**

On December 1, 2014, Council approved an SRA Conversion Permit to renovate 31 SRA-designated rooms on the referenced lands, subject to a number of conditions, including a condition that the owner of the lands first make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement: (i) securing five rooms for rent at a monthly rate no greater than the shelter component of Income Assistance; and (ii) making a further thirteen dwelling units available to tenants who are on Income Assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program, both for a period of 30 years. The Housing Agreement includes covenants requiring that all of the foregoing 18 units be owned by a single legal entity and be used only to provide rental housing for terms of not less than one month at a time. As well, a covenant in the Housing Agreement prevents the separate sale or transfer of ownership of any of the units by requiring that all the units be contained within a single air space parcel or strata lot for the term of the agreement.

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 the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services  
December 13, 2016

5 West Hastings Street

ABF

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

**A By-law to enact a Housing Agreement  
for 5 West Hastings Street**

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

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

PID: 014-235-234

THE EAST 26 FEET OF LOT 16 BLOCK 3 OLD GRANVILLE  
TOWNSITE PLAN 168

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 \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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



**SCHEDULE A**

FORM C\_V21 (Charge)

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

PAGE 1 OF 17 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)

**Kami Boparai, Legal Assistant**

**Hungerford Tomy Lawrenson and Nichols**

**1100 - 925 West Georgia Street**

**Vancouver**

**BC V6C 3L2**

File No: 051940-0001 (Doc #1736675)

604.408.5622

Kami Boparai, Applicant's Agent

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**014-235-234**

**THE EAST 26 FEET OF LOT 16 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN  
168**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

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):

**FIVE WEST HASTINGS HOLDINGS LTD. (INCORPORATION NO. 0937789)**

**HSBC BANK CANADA, AS TO PRIORITY**

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

**CITY OF VANCOUVER**

**A MUNICIPAL CORPORATION**

**453 WEST 12TH AVENUE**

**VANCOUVER**

**BRITISH COLUMBIA**

**V5Y 1V4**

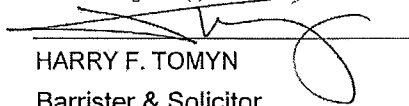
**CANADA**

7. ADDITIONAL OR MODIFIED TERMS:

**N/A**

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

Officer Signature(s)

  
**HARRY F. TOMYN**

**Barrister & Solicitor**

**Hungerford Tomy Lawrenson and Nichols**

**1100-925 West Georgia Street**

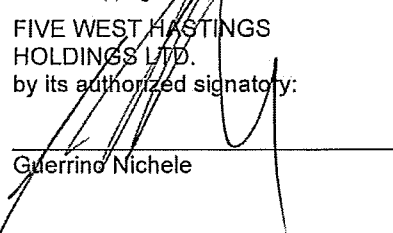
**Vancouver, B.C. Canada V6C 3L2**

Execution Date

Y	M	D
16	11	29

Transferor(s) Signature(s)

**FIVE WEST HASTINGS  
HOLDINGS LTD.**  
by its authorized signatory:

  
**Guerrino Nichele**

OFFICER CERTIFICATION:

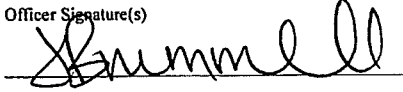
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

FORM D1\_V21

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



**JESSICA MARY BRUMMELL**  
A Commissioner for Taking Affidavits  
for British Columbia  
885 West Georgia Street  
Vancouver, BC V6C 3G1  
Commission Expires: February 28, 2018

(as to both signatures)

Execution Date

Y	M	D
16	11	29
16		

Transferor / Borrower / Party Signature(s)

Priority Consent:  
HSBC BANK CANADA  
by its authorized signatory(ies):



**Bill de Haan**  
Director  
Commercial Real Estate

Name:

Name:

Ivan Lee  
credit officer  
Commercial Real Estate

CITY OF VANCOUVER  
by its authorized signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

FORM E\_V21

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA2608459 and Assignment of Rents CA2608460  Page 17

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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5833583

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
(5 West Hastings Street)

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement, dated for reference November 16, 2016, shall be read as follows:
- (i) the Transferor, FIVE WEST HASTINGS HOLDINGS 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 has applied for an SRA Conversion Permit to upgrade 31 existing rooms at the Canadian North Star located on the Lands (the "SRA Conversion Application") with bathrooms and cooking facilities, including creating three double rooms (includes an adjoining bedroom) by incorporating redundant amenity spaces along the east wall into an existing room on each of the three residential floors with the total number of units remaining as 31, which SRA Conversion Application was approved by Council resolution dated December 1, 2014, subject to the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a housing agreement for a term of 30 years pursuant to Section 565.2 of the *Vancouver Charter* requiring that:
- (i) five rooms (room numbers 209, 309, 403, 404 and 405) be rented at a monthly rent no greater than the shelter component of income assistance; and
  - (ii) 50% (13 rooms) of the remaining 26 rooms will be made available to tenants who are on income assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program;
- (the "SRA Conversion Condition");
- D. The room numbers of the five rooms to be rented at a monthly rent no greater than the shelter component of income assistance were subsequently changed to comply with the Vancouver Building Bylaw to room numbers 209, 309, 404, 405 and 406; and
- E. The Owner and the City are now entering into this Agreement to satisfy the SRA Conversion Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the

Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS**

- 1.1 **Definitions.** In this Agreement the following terms have the definitions now given:
- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
  - (b) **“Building”** means 31 room Canadian North Star building located on the Lands, and includes any portion of any such building, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the SRA Conversion Permit;
  - (c) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
  - (d) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
  - (e) **“City Tenanting Delegate”** means such person as the City may designate in writing to the Owner from time to time as the point of contact for the Owner for tenant referral purposes, or if no such designation has been made, the coordinator of the City’s Single Room Accommodation By-Law;
  - (f) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
  - (g) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
  - (h) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
  - (i) **“Lands”** means the lands described in Item 2 in the Form C attached hereto;
  - (j) **“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;
  - (k) **“General Manager of Community Services”** means the chief administrator from time to time of the City’s Community Services Department and his/her successors in function and their respective nominees;
  - (l) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;

- (m) "Owner" means Five West Holdings Ltd. and all of its assigns, successors and successors in title to the Lands;
- (n) "Owner's Personnel" means any and all of the directors, officers, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (o) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (p) "Rent Subsidy Housing" means Rental Housing available to tenants who are on income assistance and eligible for rent supplements subject to funding for the Provincial rent subsidy program;
- (q) "Rent Subsidy Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Rent Subsidy Housing Unit" means any one of such Units;
- (r) "SRA Conversion Condition" has the meaning ascribed to that term in Recital C;
- (s) "SRA Conversion Permit" means the SRA conversion permit issued in respect of the Building as contemplated by the Council resolution dated December 1, 2014;
- (t) "Social Housing Units ASP" has the meaning ascribed to that term in Section 3.1(a);
- (u) "Shelter Rate Housing" means Rental Housing:
  - (i) available only to tenants who are on either income assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement; and
  - (ii) where rents are no more than the shelter component of income assistance (as of January, 2015, \$375 per month for a single individual);
- (v) "Shelter Rate Housing Units" means the units in the Building with room numbers 209, 309, 404, 405 and 406, and "Shelter Rate Housing Unit" means any one of such Units;
- (w) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end 30 years from the date when the final Occupancy Permit is issued for the Building; and
- (x) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

**ARTICLE 2  
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will renovate, as contemplated in the SRA Conversion Permit, and throughout the Term will maintain:

- (i) the Shelter Rate Housing Units; and
- (ii) not less than 13 units for available use as Rent Subsidy Housing (the "Rent Subsidy Housing Units"),

in each case in accordance with the SRA Conversion Condition, any building permit issued pursuant thereto and the requirements and permissions of this Agreement;

- (c) throughout the Term, Shelter Rate Housing Units will only be used for the purpose of providing Shelter Rate Housing in accordance with the requirements of this Agreement;
- (d) throughout the Term, the Rent Subsidy Housing Units will be available for the purpose of providing Rent Subsidy Housing in accordance with the requirements of this Agreement. For greater clarity, the Owner may charge market rents for Rent Subsidy Housing Units;
- (e) throughout the Term, the Owner will select tenants for the Shelter Rate Housing Units and the Rent Subsidy Housing Units on the following basis:
  - (i) if at any time during the Term and after the Owner receives an Occupancy Permit in respect of the Building either: (A) the number of units being rented as Rent Subsidy Housing Units is or will become less than 13; or (B) any of the five Shelter Rate Housing Units is or will become vacant, the Owner will notify the City Tenanting Delegate setting out how many Rent Subsidy Housing Units and/or Shelter Rate Housing Units are vacant or are expected to become vacant;
  - (ii) the City Tenanting Delegate will have two weeks from the date of notice to refer potential eligible tenants to the Owner;
  - (iii) upon expiry of the two week notice period, the Owner shall, as soon as practicable, either select eligible tenants from the City's referral list in accordance with the Owner's reasonable criteria as landlord of the Building or provide written notice to the City Tenanting Delegate setting out its reasons for rejecting any referred potential tenant. For greater clarity, the Owner's criteria for selecting potential tenants referred by the City Tenanting Delegate shall:
    - (A) be applied consistently to all potential tenants;
    - (B) be objective, documented and defensible; and
    - (C) meet the legal requirements of the *Canadian Human Rights Act*, the BC Human Rights Code and the *Residential Tenancy Act*;

The Owner may evaluate potential tenants referred by the City Tenanting Delegate to ensure they will not pose a nuisance or threat to the quiet enjoyment, health and sanitation of the Building or its occupants.



- (iv) if after the tenant evaluation process set out in Section 2.1(e)(iii) the Owner has not selected tenants for the:
  - (A) Shelter Rate Housing Units, then it shall either select a tenant who meets the eligibility requirement for Shelter Rate Housing from its own list of potential tenants, or notify the City Tenanting Delegate and the process set out in Section 2.1(e)(i) and (ii) shall apply again; and
  - (B) Rent Subsidy Housing Units, then it shall make commercially reasonable efforts to locate a tenant who meets the eligibility criteria for Rent Subsidy Housing from its own list of potential tenants, and if the Owner does not within two weeks locate a tenant who meets the eligibility criteria for Rent Subsidy Housing the Owner may rent that unit to any person, provided the Owner undertakes good faith, commercially reasonable efforts to find a tenant who meets the eligibility criteria for Rent Subsidy Housing during such two week period;
- (f) during the Term, it will submit to the City not less than once each year a report setting out the rent rolls and tenant eligibility information for all of the Shelter Rate Housing Units and Rent Subsidy Housing Units;
- (g) throughout the Term, except by way of a tenancy agreement that is permitted by this Agreement, it will not suffer, cause or permit, beneficial or registered title to any Rent Subsidy Housing Unit or Shelter Rate Housing Unit to be sold or otherwise transferred except, following a subdivision of the Lands and Building as is contemplated by Section 3.1(a), if:
  - (i) title to every Rent Subsidy Housing Unit and Shelter Rate Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner; and
  - (ii) if the transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Rent Subsidy Housing Units and the Shelter Rate Housing Units;
- (h) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (i) throughout the Term, any sale of a Rent Subsidy Housing Unit or a Shelter Rate Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands 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, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) throughout the Term, it will keep and maintain the Lands and the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the Building or any part thereof is damaged, the Owner will, within a reasonable period of time, restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred. For greater clarity, if the Building is substantially or wholly destroyed at any time following completion of the work described in the SRA Conversion Application, the Landlord will not be obliged to repair or replace the Building.

**ARTICLE 3  
SUBDIVISION OF THE BUILDING**

**3.1 Notwithstanding Section 2.1(h):**

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, provided that following any such subdivision all the Rent Subsidy Housing Units and Shelter Rate Housing Units will be contained within a single air space parcel (the "Social Housing Units ASP"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Social Housing Units ASP, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the Social Housing Units ASP, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rent Subsidy Housing Units and the Shelter Rate Housing Units, or in respect of the Social Housing Units ASP, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) 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 Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and
  - (b) without limiting the general scope of Article 7, 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 4.

**ARTICLE 5  
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of the Rent Subsidy Housing Units and the Shelter Rate Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 6  
ENFORCEMENT**

- 6.1 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 7  
RELEASE AND INDEMNITY**

- 7.1 **Release and Indemnity.** Subject to Section 7.2, 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. withholding any permit pursuant to this Agreement; or
  - B. 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 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

## 7.2 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 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(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 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(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.

- 7.3 **Survival of Release and Indemnities.** The release and indemnities in this Article 7 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 8  
NOTICES**

- 8.1 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 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

**Attention: City Clerk**

*with concurrent copies to the General Manager of Community Services and the Director of Legal Services*

(b) if to the Owner:

Five West Hastings Holdings Ltd.  
460 Fraser View Place  
Delta, British Columbia  
V3M 6H4

*Attention: Mike Bosa*

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 9  
MISCELLANEOUS**

- 9.1 **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, subject to Article 3.
- 9.2 **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.
- 9.3 **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.
- 9.4 **Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 9.5 **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.
- 9.6 **Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 9.7 **Priority of Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.8 **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.
- 9.9 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 9.10 **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.



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2608459 and the Assignment of Rents registered under number CA2608460;
- (b) "Existing Chargeholder" means HSBC BANK CANADA;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

**EXPLANATION****Ticket Offences By-law amending By-law No. 9360  
Re: Increased fine for carrying on business  
without a Business License**

On November 30, 2016, Council approved amendments to the Ticket Offences By-law to increase fines for certain breaches of the License By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services  
December 13, 2016



**EXPLANATION**

**Ticket Offences By-law amending By-law No. 9360  
Re: Housekeeping and the Fire By-law**

Enactment of the attached By-law will remedy an error in numbering of an offence under the Fire By-law that is contained in the Ticket Offences By-law.

Director of Legal Services  
December 13, 2016



**Schedule 1**

**Table 8.1  
Fire By-Law**

Column 1	Column 2	Column 3	Column 4
Fire Chief	Activity creating life safety concerns	2.1.2.2.(1) Division B	\$500.00
	No smoke alarm in dwelling unit	2.1.3.3.(1) Division B	\$500.00
	Fail to provide portable fire extinguisher	2.1.5.1.(1) Division B	\$500.00
	Fire doors held open	2.2.2.4.(4) Division B	\$500.00
	Accumulate combustible materials	2.4.1.1.(1) Division B	\$750.00
	Accumulate combustible materials in service area or means of egress	2.4.1.1.(2) Division B	\$750.00
	Fail to use/inspect/maintain approved Commercial Cooking Equipment exhaust or fire protection system	2.6.1.9.(2) Division B	\$500.00
	Exceed Occupant Load	2.7.1.3.(4) Division B	\$750.00
	Fail to maintain egress	2.7.1.6.(1) Division B	\$750.00
	Fail to illuminate exit lighting/signs	2.7.3.1.(2) Division B	\$500.00
	Fail to inspect/test/maintain/recharge portable fire extinguisher	6.2.1.1.(1) Division B	\$500.00
	Fail to maintain fire alarm/voice communication system	6.3.1.1.(1) Division B	\$750.00
	Fail to inspect/test/maintain water-based fire protection system	6.4.1.1.(1) Division B	\$750.00

Column 1	Column 2	Column 3	Column 4
	Fail to install/inspect/test/maintain a smoke alarm	6.7.1.1.(1) Division B	\$500.00

**Table 8.2  
Fire By-Law**

Column 1	Column 2	Column 3	Column 4
Fire Chief	Light or maintain outdoor fire without permit	2.4.5.1. Division B	\$500.00
Police Officer	Smoking or open flame in tent/air-supported structure	2.9.3.3.(1) Division B	\$500.00
	Sell fireworks without a permit	5.7.1.1.(1) Division B	\$500.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(2) Division B	\$500.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(3) Division B	\$500.00
	Possess or discharge fireworks by a person under 19 years of age	5.7.1.3.(4) Division B	\$500.00
	Sell firecrackers, bottle rockets or roman candles	5.7.1.3.(1) Division B	\$500.00
	Sell fireworks to any person not holding a valid consumer fireworks permit	5.7.1.5.(1) Division B	\$500.00
	Possess fireworks without a consumer fireworks permit	5.7.1.5.(4) Division B	\$500.00
	Fail to comply with the conditions on the consumer fireworks permit	5.7.1.5.(5) Division B	\$500.00

## EXPLANATION

### **A By-law to amend the Zoning and Development By-law Re: 6318-6340 Cambie Street**

Following the public hearing on December 15, 2015, Council gave conditional approval to the rezoning of the site at 6318-6340 Cambie Street. 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 13, 2016



6318-6340 Cambie Street

ABF

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-697 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (648).

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

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, 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 except no portion of the first storey of a building to a depth of 10.7 m from the west wall of the building and extending across its full width shall be used for residential purposes, except for entrances to the residential portion;
- (c) Institutional Uses, limited to Child Day Care;
- (d) Office Uses;
- (e) Retail Uses, limited to Grocery or Drug Store, Liquor Store, Neighbourhood Grocery Store, Public Bike Share, Retail Store, and Secondhand Store;
- (f) Service Uses, limited to Animal Clinic, Barbershop or Beauty Salon, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B,

Restaurant - Class 1, School - Arts or Self-Improvement, School - Business, and School - Vocational or Trade;

- (g) Cultural and Recreational Uses, limited to Fitness Centre - Class 1; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

### Conditions of use

- 3.1 The total floor area of each commercial retail unit must not exceed 185 m<sup>2</sup>.
- 3.2 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 1,865 m<sup>2</sup>, being the site size at the time of the application for rezoning evidenced by this By-law, and before any dedications.
- 4.2 The floor space ratio for all uses must not exceed 3.22, except that dwelling uses are limited to 5,678 m<sup>2</sup>.
- 4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.
- 4.4 Computation of floor area must exclude:
  - (a) open residential balconies or sun decks and any other appurtenances that, in the opinion of the Director of Planning, are similar to the foregoing, except that:
    - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
    - (ii) the balconies must not be enclosed for the life of the building;
  - (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, that, in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, located at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and

- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

#### **Building height**

5. Building height, measured from base surface, must not exceed 28.9 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 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 (648).

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

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

**Acoustics**

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

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

**Severability**

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

**Force and effect**

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


ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

Schedule A



The properties outlined in black (  ) are rezoned:  
From **RT-2** to **CD-1**

**Z-697 (b)**

**RZ - 6318-6340 Cambie Street**

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2015-11-17

**EXPLANATION**

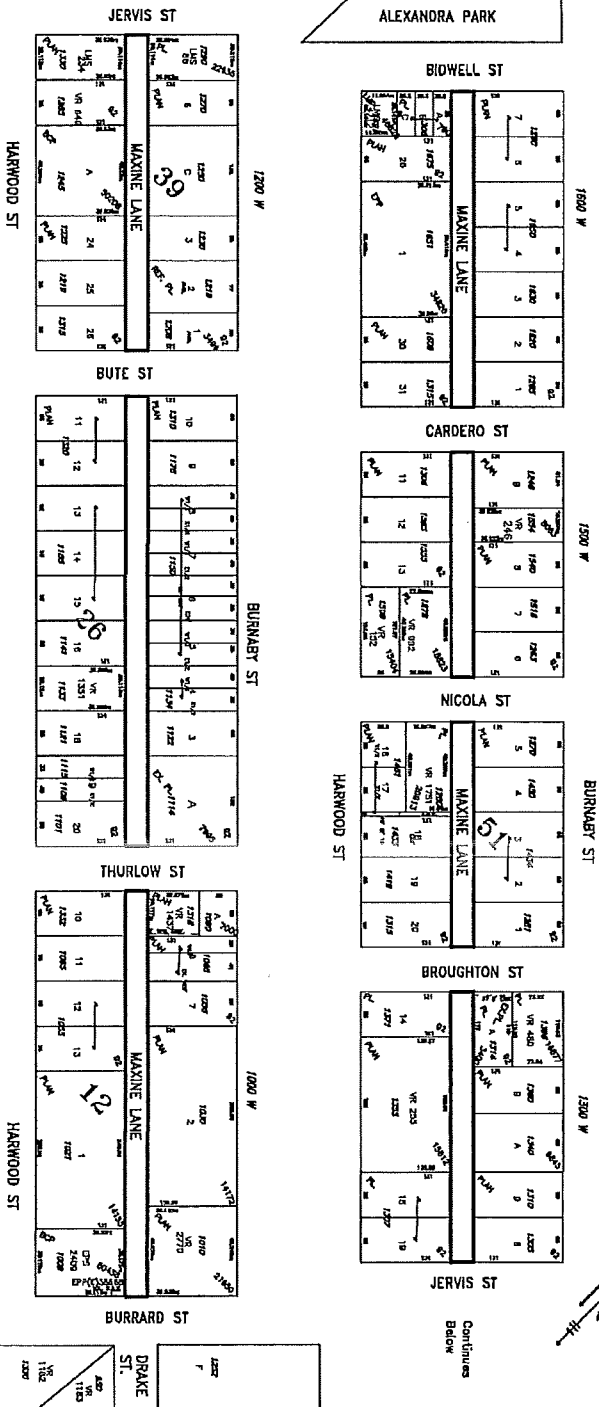
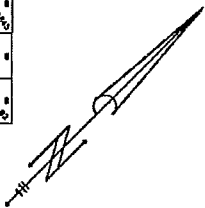
**Street Name By-law No. 4054  
Re: Maxine Lane**

Enactment of the attached By-law will implement Council's resolution of December 13, 2016 to name the street as set out in the attached By-law.

Director of Legal Services  
December 13th, 2016



PLAN TO ACCOMPANY A BY-LAW TO  
AMEND STREET NAME BY-LAW No. 4054.  
DRAWING NOT TO SCALE



JAS MAP-N-7, M-8  
N-6, M-9, N-9  
Y:\LAND\_SURVEY\JAS\Street Name.dwg\140204-Maxine Lane.dwg

ENGINEERING SERVICES  
December 6, 2016  
140204



EXPLANATION PAGE

**A By-law to amend Water Works By-law No. 4848  
Re: Fire lines, service pipes, housekeeping and rates**

Enactment of the attached By-law will implement Council's resolution adopted on December 13, 2016.

Director of Legal Services  
December 13, 2016

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

ABF

**A By-law to amend  
Water works By-law No. 4848  
Regarding fire lines, service pipes, housekeeping and rates**

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

1. This By-law amends the indicated provisions of the Water works By-law No. 4848.
2. In section 2, Council:
  - (a) strikes out the definition of "FIRE LINE" and substitutes:

" "FIRE LINE" means a pipe that is intended for the purpose of providing a stand-by supply of water for fire protection purposes;"
  - (b) adds in alphabetical order, the following definition:

" "INTERCONNECTED SERVICE PIPE" means two City water services connected on private property, one of which is deemed to be a fire line;"
3. Council strikes out section 2.1 and substitutes:

**"2.1 Required Meter Service**

A meter is required for:

  - (a) new or existing commercial premises;
  - (b) a building site;
  - (c) new or existing premises that are .5 acres or more in area; or
  - (d) any premises where, in the opinion of the Collector or the City Engineer, the volume of water being used is at least 50% greater than the average volume of water typically used by similar premises, as calculated by the City Engineer in setting the flat rate service charges in Schedule B."
4. Council strikes out the last paragraph of section 2.12 and substitutes:

"For the purpose of levying the respective rates and charges in Schedules "C" and "E", each connection or branch for separate service, twin service, dual service or interconnected service shall be deemed to be a separate service connection."
5. Council strikes out section 3.10 and substitutes:

### **“3.10 Tampering with the City’s Facilities**

No person shall tamper with the City’s waterworks system, including but not limited to any pipe, by-pass, meter, meter register, meter transmitter, hydrant or any other part of the City’s waterworks system, except as authorized by the Engineer or the Collector.”

6. In Part VI, Council:

- (a) strikes out sections 6.4 through 6.7;
- (b) re-numbers sections 6.8 through 6.29 as 6.4 through 6.25 respectively;
- (c) in re -numbered section 6.20, strikes out “6.22” and substitutes “6.18”; and
- (d) in re-numbered section 6.22, strikes out “6.23” and substitutes “6.19”.

7. Council strikes out re-numbered section 6.4 and substitutes:

#### **“6.4 Installation of Meter on Unmetered Service Pipe**

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

8. Council strikes out re-numbered sections 6.12 and 6.14 and substitutes:

#### **“6.12 Penalty for Non-Payment**

Fees, rates, meter charges and other water rates which are due and owing under this by-law and remain unpaid on the due date are subject to a loss of discount or a penalty of 5%, calculated on the balance outstanding on the close of day on the day the payment is due.

#### **6.14 Insertion of Outstanding Water Rates on Tax Roll**

Fees, rates, meter charges and other water rates that remain unpaid on the due date:

- (a) may be inserted by the Collector in the property tax roll as charges imposed with respect to the parcel upon which the water was used or to which it was made available for use; and
- (b) once entered on the property tax roll in accordance with this by-law, are subject to any applicable property tax penalty and interest by-laws as if such charges were general taxes within the meaning of such penalty and interest by-laws.”

9. Council strikes out subsection 6.18(b) (ii) and substitutes:

“(ii) if the actual date of damage cannot be determined, for a period up to the current year plus the previous year.”

10. Council strikes out section 6.19 and substitutes:

**“6.19 Adjustment for Tampering**

If, in the opinion of the Collector, the water consumption rate is inaccurate due to tampering, the Collector must:

- (a) estimate water consumption based on:
  - (i) an average of the water consumption for the current year and up to two previous years, or
  - (ii) if there is no water consumption history, the median water consumption rate for similar properties; and
- (b) issue a bill for:
  - (i) estimated water consumption for the entire period of the tampering, as determined by the Collector, and
  - (ii) all costs incurred in estimating water consumption and repairing the City’s waterworks system.”

11. In section 6.20, Council:

- (a) after subsection (a), strikes out “and”; and
- (b) after subsection (b), strikes out “.”, substitutes “; and” and adds:

“(c) has, in the opinion of the Engineer, been repaired by the customer in such a manner as to effectively prevent future leaks of a similar nature;

the water consumption rate may be adjusted by the Collector, except that the adjustment must only be made for the period between two weeks after the first meter billing date on which the meter bill indicates an unusual increase in water consumption, as determined by the Collector, and the meter reading date for the meter bill immediately preceding the meter bill containing the unusual increase, to a maximum adjustment period of six months.”



**“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")	\$5,551.00
25 mm (1")	5,748.00
40 mm (1 1/2")	6,911.00
50 mm (2")	7,663.00

*Service Pipe Size*                      *Other Connections*

20 mm (3/4")	\$9,713.00
25 mm (1")	10,105.00
40 mm (1 1/2")	11,661.00
50 mm (2")	11,661.00
100 mm (4")	16,860.00
150 mm (6")	20,853.00
200 mm (8")	22,772.00
300 mm (12")	32,047.00

***Service Pipe Removal Fees***

*Service Pipe Size*

20 mm (3/4") to 50 mm (2") inclusive	\$1,130.00
100 mm (4") to 300 mm (12") inclusive	3,389.00

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

Single Dwelling Unit	\$616.00
Single-Family with suite or laneway house	835.00
Single-Family with suite and laneway house	1,055.00
For each strata title duplex	417.00
Parking Lot/Community Garden	190.00
Water Service - Turned Off	140.00
Other Property	140.00

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

*Fire Service Pipe Size*

50 mm (2") or smaller	\$222.00
75 mm (3")	333.00
100 mm (4")	460.00
150 mm (6")	530.00
200 mm (8")	622.00
250 mm (10")	661.00
300 mm (12")	708.00

**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	\$2.688
June 1 - September 30	Per unit	\$3.369

**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")	\$ 31.00
25 mm (1")	31.00
40 mm (1 1/2")	68.00
50 mm (2")	94.00
75 mm (3")	211.00
100 mm (4")	257.00
150 mm (6")	334.00
200 mm (8")	518.00
250 mm (10")	634.00
300 mm (12")	752.00

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

100 mm (4")	\$297.00
150 mm (6")	434.00
200 mm (8")	582.00
250 mm (10")	726.00
300 mm (12")	867.00

**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	\$ 272.00
Over 500 but not exceeding	2,000	532.00
Over 2,000 but not exceeding	9,000	800.00
Over 9,000 but not exceeding	24,000	1,345.00
Over 24,000 but not exceeding	45,000	2,012.00
Over 45,000		2,670.00

**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	\$1,122
25 mm (1") meter assembly and box	\$1,224

***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")	\$ 3,259.00	\$ 515.00
25 mm (1")	3,407.00	594.00
40 mm (1 1/2")	3,713.00	793.00
50 mm (2")	3,838.00	1,094.00
75 mm (3")	13,395.00	2,416.00
100 mm (4")	14,648.00	3,671.00
150 mm (6")	47,840.00	7,783.00
200 mm (8")	49,204.00	9,310.00
250 mm (10")	66,476.00	18,764.00
300 mm (12")	73,503.00	25,792.00



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

Cross Connection Control Administration Fees	
First Assembly	\$ 29.00
Additional Assembly	13.00
Extra charge for inaccessible meter (per incident)	75.00
Special Meter Reading (per occurrence)	100.00
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)	44.00
Shutdown or Service request fee (normal working hours) (per occurrence)	100.00
Shutdown or Service request fee (outside normal working hours) (per occurrence)	200.00
Frozen pipe thawing	At cost (Section 5.4)''

## EXPLANATION

### **A By-law to amend the Zoning and Development By-law Re: 5021-5079 Quebec Street**

Following the public hearing on April 5, 2016, Council gave conditional approval to the rezoning of the site at 5021-5079 Quebec Street. 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 13, 2016

5021-5079 Quebec Street

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

**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-701 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (649).

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

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

**Conditions of use**

3. The design and layout of at least 35% 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 1701 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before 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 floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of the floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (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 maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) 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> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
- (e) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area; and
- (f) a staircase in a top floor unit that leads to a roof deck.

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

## **Building height**

5. Building height, measured from base surface, must not exceed 19.8 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 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 (649).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) 10% or less of the total floor area of the dwelling unit, or
    - (ii) 9.3 m<sup>2</sup>.

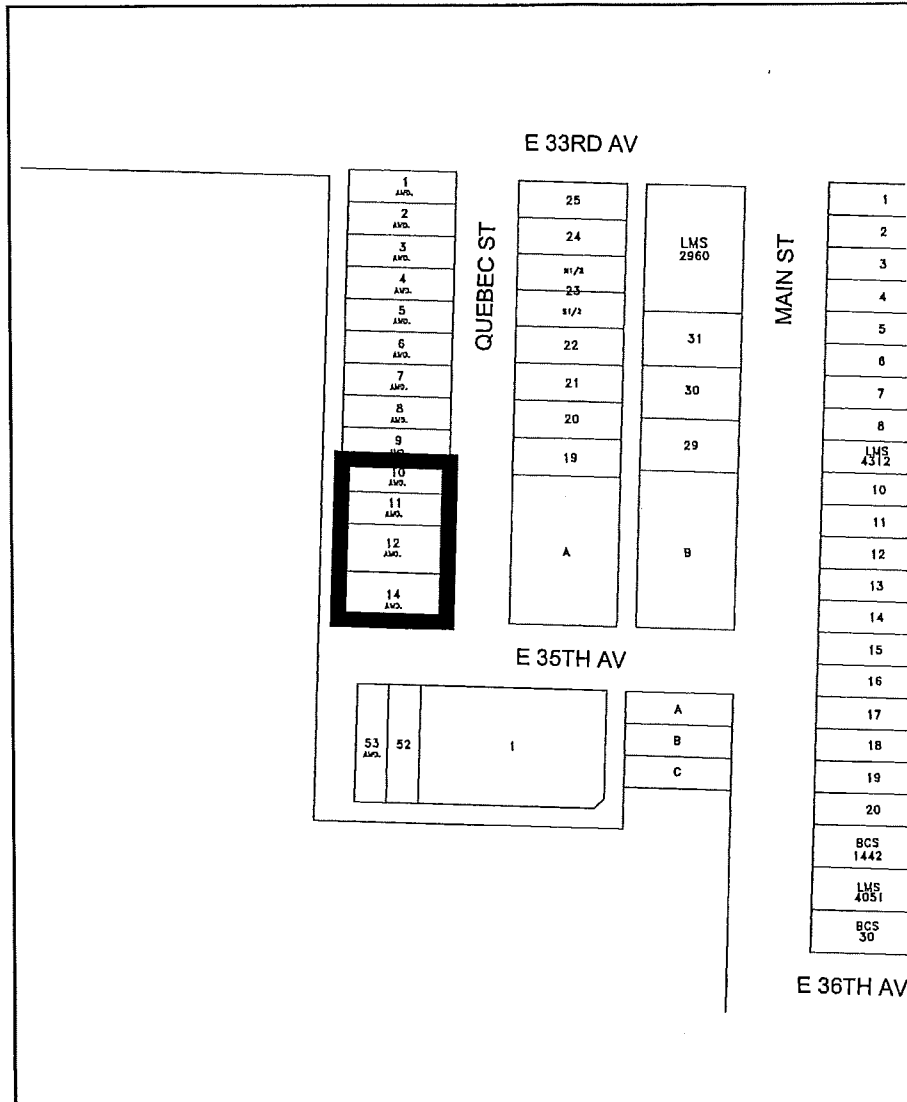
## Acoustics

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

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



Schedule A



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

**Z-701 (a)**

RZ- 5021-5079 Quebec Street

map: 1 of 1  
 scale: NTS



City of Vancouver

date: 2016-03-07

## BY-LAW NO. 11673

**A By-law to Contract a Debt by the Issue and Sale of 2.70%  
Sinking Fund Debentures in the Aggregate Principal Amount  
of \$90,000,000 for the Objects Set Out in Schedule "B"**

## WHEREAS:

- A. Pursuant to sections 236 and 242 of the Vancouver Charter, S.B.C. 1953, c.55, as amended (the "Vancouver Charter"), the Council of the City of Vancouver (the "Council") has power, without the assent of the electors, to borrow money for:
- (a) the construction, installation, maintenance, replacement, repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor, and
  - (b) the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor, and
  - (c) the design, construction, installation, maintenance and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefor;

2012 - 2014 Capital Plan

- B. Pursuant to section 245 of the Vancouver Charter, the Council on the 19th day of November, 2011 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.1" hereto;
- C. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.1" hereto amounted to a majority of all of the votes cast thereon;
- D. As a result of the votes cast on the 19th day of November, 2011, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2012 to 2014 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.1" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2015 to 2021 inclusive;
- E. All or some of the proposed projects set out in Schedule "C.1" hereto have been delayed;



- F. The proposed projects set out in Schedule "C.1" hereto have not been varied by the Council;
- G. The Council has not heretofore borrowed any money by the issue and sale of debentures for the projects set out in Schedule "C.1" hereto, save and except by the sale of debentures in the principal amount of \$56,454,356 by By-law No. 10797 of October 22, 2013, and in the principal amount of \$52,970,000 by By-Law No. 11080 of October 14, 2014, and the principal amount of \$43,000,000 by By-Law No. 11362 of November 17, 2015, and the amount authorized for any specific project will not as a result of the borrowing authorized hereby, be exceeded;

#### 2015 - 2018 Capital Plan

- H. Pursuant to section 245 of the Vancouver Charter, the Council on the 15th day of November, 2014 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.2" hereto;
- I. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.2" hereto amounted to a majority of all of the votes cast thereon;
- J. As a result of the votes cast on the 15th day of November, 2014, the Council obtained the power, without the assent of the electors to pass by-laws in any of the years 2015 to 2018 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.2" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof was delayed for any reason, to pass by-laws to borrow such money at any time within the years 2019 to 2025 inclusive;
- K. The proposed projects set out in Schedule "C.2" hereto have not been delayed;
- L. The proposed projects set out in Schedule "C.2" hereto have not been varied by the Council;
- M. The Council has not heretofore borrowed any money by the issue and sale of debentures for the projects set out in Schedule "C.2" hereto;
- N. It is now deemed expedient under the authority of the Vancouver Charter and pursuant to the provisions of sections 236, 242 and 245 of the Vancouver Charter to borrow the sum of money and to contract a debt by the issue and sale of debentures of the City of Vancouver in the principal amount of \$90,000,000 in lawful money of Canada bearing interest at the rate of 2.70% per annum for the objects more particularly set forth in Schedule "B" hereto;
- O. The value according to the last revised assessment roll of all the real property within the boundaries of the City of Vancouver liable to taxation is \$228,354,802,443; and
- P. The total amount of the existing debenture debt of the City of Vancouver at the date of the first reading of this by-law is \$940,000,000 (exclusive of debts incurred for local

improvements secured by special rates or assessments) of which none of the principal or interest is in arrears as at that date.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled enacts as follows:

1. THAT for the objects and in the principal amounts more particularly set forth in Part I and Part II of Schedule "B" hereto, the borrowing of which has received the assent of the electors pursuant to section 245 of the Vancouver Charter, and for the objects and in the principal amounts more particularly set forth in Part III of Schedule "B" hereto, the borrowing of which is authorized by sections 236 and 242(2) of the Vancouver Charter, a debt shall be contracted by the issue and sale of sinking fund debentures in the principal amount of \$90,000,000 in lawful money of Canada (the "Debentures"). The Debentures will bear interest at the rate of two point seven zero per centum (2.70%) per annum payable in lawful money of Canada half-yearly on the 15th day of June and the 15th day of December during the years 2017 to 2026, inclusive; the first of such payments of interest being for the period from December 15, 2016 to June 15, 2017. The Debentures will be issued in the form of a fully registered global certificate (the "Global Debenture") registered in the name of CDS & Co. as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. The Global Debenture shall be in the form or substantially in the form attached hereto as Schedule "A". Interest shall be paid in the manner provided in the form of the Global Debenture.
2. THAT the Global Debenture (and any replacement global debenture that may be issued pursuant to the Book Entry Only Securities Services Agreement (defined below) if the Global Debenture is defaced, lost, stolen or destroyed) shall be sealed with the common seal of the City of Vancouver, shall bear the signature or facsimile signature of the Mayor of the City of Vancouver and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced.
3. THAT the Global Debenture shall be dated the 15th day of December, 2016 and shall be payable on the 15th day of December 2026.
4. THAT the Global Debenture will be payable as to principal in lawful money of Canada in accordance with the provisions of the Book Entry Only Securities Services Agreement and the Issuer Procedures (collectively the "Book Entry Only Securities Services Agreement") dated March 22, 2010 in respect of the issue of Debentures authorized by this By-law.
5. THAT the actions of the Director of Finance and the Deputy Director of Finance in negotiating, executing and delivering the Book Entry Only Securities Services Agreement (including the form of indemnity contained therein) and the actions of the Director of Finance in negotiating, executing and delivering the purchase agreement dated November 30, 2016 with RBC Dominion Securities Inc., as lead manager, on behalf of the City of Vancouver are hereby ratified, approved and confirmed and that the Director of Finance, a Deputy Director of Finance and the Director of Legal Services or an Assistant Director of Legal Services, or any one or more of them are hereby authorized to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures (defined below) and to

enter into and execute, with or without the common seal of the City of Vancouver and deliver on behalf of the City of Vancouver such other certificates, assurances, documents or instruments and to do all such things as may be necessary or desirable to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures and to otherwise give effect to the intent of this by-law.

6. THAT if definitive sinking fund debentures (the "Definitive Debentures") are issued in exchange for the Global Debenture in accordance with the terms and conditions of the Global Debenture, they shall be in the form or substantially in the form and contain substantially the conditions as set out in Schedule "D" hereto and the following provisions, *inter alia*, shall apply to the Definitive Debentures:

- (a) the Definitive Debentures shall be issued in fully registered form as to principal and interest and interest shall be paid by cheque as provided in the form of debenture attached hereto as Schedule "D";
- (b) the Definitive Debentures shall be in the denominations of \$1,000 of lawful money of Canada and multiples thereof, shall be sealed with the common seal of the City of Vancouver, shall bear the facsimile signature of the Mayor of the City, and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or a Deputy Director of Finance. The common seal of the City of Vancouver and the signatures of the authorized signing officers of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced;
- (c) the Definitive Debentures will be dated and be payable on the respective dates and in the respective amounts appropriate to the date of the issuance of the Definitive Debentures in exchange for and upon the surrender of the Global Debenture which amounts will not exceed in aggregate the outstanding balance of the Global Debenture at the date of exchange and in accordance with the maturity date and the Definitive Debentures shall bear the same interest rate (together with unmatured interest obligations) all as set out in the Global Debenture; and
- (d) the Definitive Debentures shall be payable as to principal in lawful money of Canada at any branch in Canada of the bank set out in the Definitive Debentures at the holder's option.

7. THAT if Definitive Debentures are issued in exchange for the Global Debenture, the Council may appoint a transfer agent, registrar and interest disbursing agent for the City of Vancouver for the purposes of performing, *inter alia*, the services of transfer agent, registrar and interest disbursing agent and to perform such other services in accordance with the Vancouver Charter and do such other things in relation to the Debentures as may be authorized by the Council.

8. THAT in each of the years 2017 to 2026, inclusive, a sum shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes sufficient to pay the interest falling due in such years on the Debentures.

9. THAT in each of the years 2017 to 2026, inclusive, there shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver or by way of special levies, charges, rates or taxes, such sums which, with interest on the investment of all such sums, calculated at the rate of five per centum (5%) per annum and capitalized yearly will be sufficient to pay the principal amounts on the Debentures when they become due.

10. THAT the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures, shall rank pari passu with all other general obligations of the City of Vancouver, except as to sinking funds.

11. THAT the City of Vancouver is hereby authorized to carry out the objects for which the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures are issued.

12. THAT subject to due authorization by the City by borrowing resolution and subject to receipt of such other approvals as may be necessary, the Council may, without the consent of the holders of the Debentures, issue from time to time further debentures in addition to the \$90,000,000 principal amount of Debentures authorized by this by-law having the same terms and conditions as the Debentures in all respects (except where applicable for the first payments of interest thereon). Such further issues shall be consolidated and form a single series with the outstanding Debentures (and, where applicable, other debentures of the same series as may have been issued) and shall mature on the same date or dates and may be interchangeable with the Debentures authorized by this by-law (and, where applicable, other debentures of the same series as may have been issued).

13. THAT Schedules "A" to "D" inclusive shall at all times be deemed an integral part of this by-law.

14. THAT this by-law shall come into force and take effect on the 13th day of December, 2016.

DONE AND PASSED in open Council this 13th day of December, 2016.

[SEAL]

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. 11673 OF THE CITY OF VANCOUVER**

CV2016-1

CANADA

ISIN: CA921577RK09

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

GLOBAL DEBENTURE

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Issue of \$90,000,000, 2.70% Sinking Fund Debentures due December 15, 2026 under the provisions of the Vancouver Charter, as amended, and By-Law No. 11673.

The City of Vancouver (the "City") is indebted to and for value received promises to pay to CDS & Co., as nominee of CDS Clearing and Depository Services Inc. or registered assigns, on December 15, 2026, the principal sum of \$90,000,000 in lawful money of Canada and to pay interest on such principal sum in like money from December 15, 2016, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is the later, at the rate of two point seven zero per centum (2.70%) per annum, payable half yearly not in advance on the 15th day of June and the 15th day of December in each of the years 2017 to 2026 inclusive. The first payment of interest shall be for the period from December 15, 2016 to June 15, 2017. Interest shall be payable in the manner and in accordance with the Book Entry Only Securities Services Agreement (including the Issuer Procedures) dated March 22, 2010 addressed to CDS Clearing and Depository Services Inc. and the Acknowledgement dated December 1, 2016 which was signed on behalf of the City by the City Treasurer and the Director of Finance of the City.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Global Debenture.

This Global Debenture represents an authorized issue of \$90,000,000, 2.70% sinking fund debentures of the City due December 15, 2026 (the "Debentures").

This Global Debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and By-Law No. 11673 duly and legally passed by the Council of the City.

The Debentures rank pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Global Debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia and the total indebtedness of the City, including this Global Debenture, does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Global Debenture when due.

This Global Debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this Global Debenture to be sealed with the common seal of the City, to bear the signature of its Mayor, to be signed by its authorized signing officer and to be dated December 15, 2016.

[SEAL]

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer

COPY

CONDITIONS

This Global Debenture is registered in the name of CDS & Co., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. Beneficial interests in this Global Debenture are represented through book-entry accounts to be established and maintained by CDS of financial institutions acting on behalf of beneficial owners as direct and indirect participants of CDS.

Except in limited circumstances, owners of beneficial interests in this Global Debenture will not be entitled to have debentures registered in their names and will not receive nor be entitled to receive certificated debentures in definitive form. The City will have no responsibility or liability for maintaining, supervising or reviewing any records of CDS relating to beneficial interests in this Global Debenture or for any aspect of the records of CDS relating to payments made by CDS on account of such beneficial interests.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to the City or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

SCHEDULE "B"**PART I: 2012 - 2014 CAPITAL PROGRAM PLEBISCITE****AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER**

## 1. Street and Bridge Infrastructure

To provide for major maintenance and reconstruction of the street and lane networks, and to undertake major maintenance of bridges and other structures. \$ 3,887,398

## 2. Public Safety Facilities

To provide for major maintenance, upgrading, or replacement of existing public safety facilities such as fire halls and police buildings that are beyond economical repair or no longer meet operational requirements. \$ 1,390,202

## 3. Civic Facilities

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirement. \$ 3,807,885

## 4. Parks

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields, that are beyond economical repair or no longer meet operational requirements \$ 4,882,406

**PART II 2015 - 2018 CAPITAL PROGRAM PLEBISCITE****AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER**

## 1. Parks

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields that are beyond economical repair or no longer meet operational requirements. \$ 4,690,153



## 2. Recreational and Exhibition Facilities

To provide for major maintenance, upgrading or replacement of existing recreational, entertainment and exhibition facilities that are beyond economical repair or no longer meet operational requirements, and provision of new recreational facilities to serve Vancouver's growing population. \$ 3,820,441

## 3. Public Safety Facilities

To provide for major maintenance, upgrading or replacement of existing public safety facilities, such as fire halls and police buildings, that are beyond economical repair or no longer meet operational requirements. \$ 1,609,798

## 4. Street and Bridge Infrastructure

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, greenways and cycle routes and to undertake major maintenance of bridges and other structures. \$ 11,112,602

## 5. Street Lighting, Traffic Signals and Communications Systems

To provide for major maintenance, replacement and expansion of street lighting, traffic signal and communication systems that are beyond economical repair or no longer meet operational requirements. \$ 4,500,000

## 6. Community Facilities

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational requirements, and provision of new community facilities to serve Vancouver's growing population. \$ 3,500,000

## 7. Civic Facilities and Infrastructure

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements. \$ 2,192,115

**PART III: AUTHORIZED BY SECTIONS 236 AND 242(2) OF THE VANCOUVER CHARTER**

1. Sewer

To provide funds for the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor. \$ 36,000,000

2. Water

To provide funds for the construction, installation, maintenance, replacement repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor. \$ 5,000,000

3. Neighbourhood Energy Utility

To provide funds for the design, construction, installation, maintenance, and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefor. \$ 3,607,000

Total \$ 90,000,000

SCHEDULE "C.1"

**CITY OF VANCOUVER  
2012 - 2014 CAPITAL PLAN BORROWING QUESTIONS  
COMMUNITY FACILITIES AND PARKS  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Community Facilities and Parks.

**1. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2012 AND DECEMBER 31, 2014 TO BORROW AN AGGREGATE \$65,800,000 FOR THE FOLLOWING PURPOSES?**

**A. Community Facilities**

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, recreation facilities, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational requirements, and provision of new community facilities to serve Vancouver's growing population. \$ 58,600,000

**B. Parks**

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields, that are beyond economical repair or no longer meet operational requirements. \$ 7,200,000

**Total** \$ 65,800,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$65,800,000.

**CITY OF VANCOUVER  
2012 - 2014 CAPITAL PLAN BORROWING QUESTIONS  
TRANSPORTATION  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Transportation.

**2. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2012 AND DECEMBER 31, 2014 TO BORROW AN AGGREGATE \$66,300,000 FOR THE FOLLOWING PURPOSES?**

**A. Street and Bridge Infrastructure**

To provide for major maintenance and reconstruction of the street and lane networks, and to undertake major maintenance of bridges and other structures.

\$ 41,150,000

**B. Transit and Safety Improvements**

To provide for modifications to the arterial and neighbourhood transportation networks, and to expand and make safety improvements to the system of greenways and cycle routes.

\$ 8,500,000

**C. Street Lighting, Traffic Signals and Communications Systems**

To provide for major maintenance, replacement and expansion of the street lighting, traffic signal and communication systems that are beyond economical repair or no longer meet operational requirements.

\$ 16,650,000

**Total**

\$ 66,300,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$66,300,000.

**CITY OF VANCOUVER  
2012 - 2014 CAPITAL PLAN BORROWING QUESTIONS  
PUBLIC SAFETY AND CIVIC FACILITIES  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Safety and Civic Facilities.

**3. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2012 AND DECEMBER 31, 2014 TO BORROW AN AGGREGATE \$47,700,000 FOR THE FOLLOWING PURPOSES?**

**A. Public Safety**

To provide for major maintenance, upgrading, or replacement of existing public safety facilities such as fire halls and police buildings that are beyond economical repair or no longer meet operational requirements. \$ 13,200,000

**B. Civic Facilities**

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements. \$ 34,500,000

**Total** \$ 47,700,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$47,700,000.

SCHEDULE "C.2"

**CITY OF VANCOUVER  
2015 - 2018 CAPITAL PLAN BORROWING QUESTIONS  
PARKS AND RECREATION**

**SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Parks and Recreation.

- 1. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$58,200,000 FOR THE FOLLOWING PURPOSES?**

**B. Parks**

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields that are beyond economical repair or no longer meet operational requirements.	\$ 17,950,000
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**C. Recreational and Exhibition Facilities**

To provide for major maintenance, upgrading or replacement of existing recreational, entertainment and exhibition facilities that are beyond economical repair or no longer meet operational requirements, and provision of new recreational facilities to serve Vancouver's growing population.	\$ <u>40,250,000</u>
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<b>Total</b>	<b>\$ <u>58,200,000</u></b>
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If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$58,200,000.

**CITY OF VANCOUVER  
2015 - 2018 CAPITAL PLAN BORROWING QUESTIONS  
PUBLIC SAFETY AND PUBLIC WORKS  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Safety and Public Works.

**2. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BY-LAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$95,700,000 FOR THE FOLLOWING PURPOSES?**

**A. Public Safety Facilities**

To provide for major maintenance, upgrading or replacement of existing public safety facilities, such as fire halls and police buildings, that are beyond economical repair or no longer meet operational requirements. \$ 22,250,000

**B. Street and Bridge Infrastructure**

To provide for major maintenance, reconstruction and enhancement of the arterial and neighbourhood transportation networks, greenways and cycle routes and to undertake major maintenance of bridges and other structures. \$ 56,450,000

**C. Street Lighting, Traffic Signals and Communications Systems**

To provide for major maintenance, replacement and expansion of street lighting, traffic signal and communication systems that are beyond economical repair or no longer meet operational requirements. \$ 17,000,000

**Total** \$ 95,700,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$95,700,000.

**CITY OF VANCOUVER  
2015 - 2018 CAPITAL PLAN BORROWING QUESTIONS  
COMMUNITY AND CIVIC FACILITIES  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Community and Civic Facilities.

**3. ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER ASSENT OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2018 TO BORROW AN AGGREGATE \$81,100,000 FOR THE FOLLOWING PURPOSES?**

**A. Community Facilities**

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational requirements, and provision of new community facilities to serve Vancouver's growing population. \$ 59,750,000

**B. Civic Facilities and Infrastructure**

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements. \$ 21,350,000

**Total** \$ 81,100,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$81,100,000.



**THIS IS SCHEDULE "D" REFERRED TO IN  
BY-LAW NO. 11673 OF THE CITY OF VANCOUVER**

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

2.70% SINKING FUND DEBENTURE

NO. □

Issued under the provisions of the Vancouver Charter, as amended, and By-law No. 11673 (the "Borrowing By-law").

The City of Vancouver (the "City") is indebted to and for value received promises to pay to

or registered assigns on the 15th day of December, 2026 the principal sum of

in lawful money of Canada at any branch of the Bank of Montreal in Canada at the registered holder's option upon presentation and surrender of this debenture and to pay interest thereon in like money from the □ day of □, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is later, at the rate of two point seven zero per centum (2.70%) per annum, payable half yearly not in advance on the 15th day of June and the 15th day of December in each of the years 20 □ to 2026. Interest shall be payable in the manner provided in the conditions endorsed hereon.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this debenture.

This debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and the Borrowing By-law duly and legally passed by the Council of the City.

This debenture ranks pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia. The total indebtedness of the City including the debentures of this issue does not exceed any statutory limitations, and provision has been made to levy real property taxes or to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this debenture when due.

This debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this debenture to be sealed with the facsimile common seal of the City, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated (here insert the appropriate date)

[SEAL]

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Mayor

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Authorized Signing Officer

CONDITIONS

1. The debentures of this issue are issuable as fully registered debentures in denominations of \$1,000 or any multiple thereof.
2. This debenture is exchangeable or transferable at the office of the City Treasurer, City Hall, Vancouver, British Columbia, or at the offices of [here insert details of any transfer agent appointed] or any successor or replacement transfer agent upon presentation for such purpose accompanied by a written instrument in form approved by the City, executed by the registered holder hereof or by the holder's duly authorized attorney, whereupon this debenture will be cancelled and one or more debentures of this issue of an equal aggregate principal amount and of like maturity will be delivered to the transferee.
3. Exchanges and transfers of debentures as aforesaid will be made at the City Hall or at the offices of the transfer agent referred to above upon compliance by the debenture holders with such reasonable regulations as may be prescribed by the City and without any charge by the City or any transfer agent.
4. Neither the City nor any transfer agent shall be required to make any registrations or transfers of debentures within 15 business days prior to an interest payment date.
5. Neither the City nor any transfer agent shall be bound to see to the execution of any trust affecting the ownership of any debenture or be affected by notice of any equity that may be subsisting in respect thereof.
6. The interest on this debenture will be paid by cheque drawn on the Bank of Montreal. Cheques for interest will be sent through the post to the registered address of the registered holder or in the case of joint holders to the registered address of that one of the registered joint holders who is first named on the register or to such person and to such address as the registered holder or registered joint holders may in writing direct. Every such cheque will be payable to the person to whom it is sent. The registered holder hereof or the legal personal representatives of the holder will be regarded as exclusively entitled to the principal moneys hereby secured and, in the case of joint registered holders of this debenture, the said principal moneys shall be deemed to be owing to them on joint account.

NO. □

CANADA

CITY OF VANCOUVER  
BRITISH COLUMBIA

2.70%

SINKING FUND DEBENTURE

BY-LAW NO. 11673

DATED: •  
DUE: DECEMBER 15, 2026

Interest Payable  
June 15th and December 15th

Principal  
payable at any branch of the  
Bank of Montreal in Canada

## EXPLANATION

### **A By-law to amend the Zoning & Development By-law regarding CD-1 (464)**

After the public hearing on October 20, 2015, Council resolved to amend CD-1 (464) regarding 26 East 1st Avenue (2-88 West 1<sup>st</sup> Avenue, 2-26 East 1<sup>st</sup> Avenue, 27-99 West 2<sup>nd</sup> Avenue and 1700 Manitoba Street). 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 13, 2016

26 East 1st Avenue  
(2-88 West 1<sup>st</sup> Avenue, 2-26 East 1<sup>st</sup> Avenue,  
27-99 West 2<sup>nd</sup> Avenue and 1700 Manitoba Street)

ABF

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

**A By-law to amend CD-1 By-law No. 9600**

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. 9600.
2. In Section "6 Density", Council:
  - (a) strikes out sub-section 6.3 and substitutes:  
"6.3 The floor area for all uses in sub-area 3, must not exceed 11,601 m<sup>2</sup>.";
  - (b) strikes-out sub-section 6.4;
  - (c) re-numbers sub-sections 6.5, 6.6, 6.7 and 6.8 as 6.4, 6.5, 6.6 and 6.7 respectively; and
  - (d) in re-numbered sub-section 6.7, strikes out "6.6 or 6.7" and substitutes "6.5 or 6.6".
3. In Section "7 Building height" Council strikes out sub-section 7.3 and substitutes:  
"7.3 In sub-area 3, the building height, measured above base surface, must not exceed 53.25 m."
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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