

He.

**EXPLANATION****2019 Boundary Road Maintenance Agreement By-law**

The attached By-law will implement Council's resolution of July 9, 2019 to enter into an agreement with the City of Burnaby concerning the continuing maintenance of Boundary Road, to take effect upon the adoption of a By-law by each of Vancouver and Burnaby.

Director of Legal Services  
October 1, 2019

HC.

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

**A By-law to authorize the Boundary Road maintenance agreement  
between City of Vancouver and City of Burnaby**

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

1. Council approves the agreement between the City of Vancouver and City of Burnaby relating to the maintenance of Boundary Road, a copy of which agreement is attached to and forms part of this By-law.
2. Council repeals By-law No. 11104.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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

**BOUNDARY ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT made to be effective as of \_\_\_\_\_, 2019.

**BETWEEN:**

**CITY OF VANCOUVER**, a municipal corporation,  
having offices at 453 West 12th Avenue,  
in the City of Vancouver,  
in the Province of British Columbia,  
V5Y 1V4

(hereinafter called "Vancouver")

OF THE FIRST PART

**AND:**

**CITY OF BURNABY**,  
4949 Canada Way, in the Municipality of  
Burnaby, Province of British Columbia.  
V5G 1M2

(hereinafter called "Burnaby")

OF THE SECOND PART

**WHEREAS:**

- A. Boundary Road (as hereinafter defined) straddles the legal boundary between Vancouver and Burnaby;
- B. The legal boundary line between Vancouver and Burnaby is variable and is not consistently at the Agreed Boundary (as hereinafter defined) of Boundary Road;
- C. Vancouver and Burnaby wish to continue sharing responsibility for the maintenance of Boundary Road and have agreed to enter into this Agreement to better define each party's responsibilities regarding the maintenance of Boundary Road; and
- D. This Agreement will serve to continue the parties previous agreements to share the costs and maintenance responsibilities for Boundary Road, pursuant to an agreement dated January 1, 1998 and which was extended to June 30, 2003 and then further extended by an extension agreement from July 1, 2003 to June 30, 2008 and by an agreement dated July 1, 2008 to June 30, 2013, which was further extended to October 28, 2014 and then extended by a further agreement to October 27, 2019.

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements contained herein, the sum of Five (\$5.00) Dollars (the receipt and sufficiency whereof is hereby acknowledged by the parties) the parties hereto covenant and agree as follows:

1. The following terms shall have the meaning hereinafter specified and the definitions given herein shall be applicable to the singular, plural and possessive for the terms defined:
- (a) "Agreed Boundary" means the following:
- (i) the north/south centre line connecting the midpoints between the curbs or edges of the median for the divided roadway portion of Boundary Road;
  - (ii) the north/south yellow painted traffic line for the portion of Boundary Road which is not divided by a raised median;
  - (iii) the north/south line connecting the midpoints between the edges of the roadway surface for the undivided and unmarked portion of Boundary Road; and
  - (iv) the north/south lines across each of the intersections of Boundary Road connecting the end points of the centre lines and the yellow painted traffic lines defined above; except for the six (6) areas listed below where the Agreed Boundary shall be located as indicated in Schedules "A", "B", "C", "D" and "E" attached hereto which schedules and corresponding Agreed Boundary shall be subject to change from time to time hereafter to reflect changes made to the geometry of the intersections:
 

Adanac Street, Price Street, Regent Street, Canada Way, Schou Street, Boundary Road south of Kent Avenue South;
- (b) "Boundary Road" means that portion of the street known as Boundary Road between Fellowes Street on the north and the Fraser River on the south;
- (c) "Maintenance" means the maintaining of the various facilities to a standard equivalent to the standard that existed at the date of this Agreement including but not limited to all surface repairs, inspections necessary, snow removal and street cleaning, landscaping, grass cutting and litter cleanup, but does not include the complete or substantial replacement of any of the facilities covered by this Agreement;
- (d) "Shared Facilities" means:
- (i) surfaces of the medians and traffic islands which straddle the Agreed Boundary, including but not limited to: grass, sidewalks, hard surfaces and trees;
  - (ii) yellow painted traffic line of the portion of Boundary Road which is not divided by a raised median;
  - (iii) pedestrian and vehicle overpasses;
  - (iv) traffic and pedestrian signals, controllers and wiring;

- (v) street lighting that connects from Vancouver to Burnaby;
- (e) “Non Shared Facilities” means the following:
- (i) pavement structures, curb and gutter and related drain tile, catch basins and catch basin leads; and
  - (ii) other facilities including signs, painted pavement markings, boulevard landscaping, fences, guard rails, retaining walls and sidewalks with the exception of sidewalks and hard surfaces on the medians and traffic islands straddling the Agreed Boundary; and
- (f) “Street Lighting” means street lighting poles, luminaries, conduits, service panels and all wiring.
2. The term of the Agreement shall commence on October 28, 2019 and shall continue in full force and effect until October 27, 2024 (the “Term”) unless extended by further agreement of the parties.
  3. Vancouver and Burnaby agree that either party may terminate this Agreement upon giving the other party six (6) months written notice of such termination at any time during the Term or any renewal thereof and no compensation shall be payable by either party on account of such termination. Notwithstanding the above, any amounts payable by either party to the other as a result of or incidental to any Maintenance work done prior to the effective date of the termination shall continue to be due and owing and shall survive the early termination of this Agreement
  4. Vancouver and Burnaby agree that the Agreed Boundary will be the dividing line between Vancouver and Burnaby for maintenance purposes. The Maintenance of the Non Shared Facilities east of the Agreed Boundary shall be the responsibility of Burnaby and the maintenance of the Non Shared Facilities west of the Agreed Boundary shall be the responsibility of Vancouver. Provided however, if the Maintenance of the Non Shared Facilities can be more expediently carried out by the adjoining municipality then the parties hereto may agree to permit the other to carry out such Maintenance and shall invoice the other party at a cost to be agreed upon.
  5. Vancouver and Burnaby agree that the responsibility for the Maintenance of the following Shared Facilities shall be as follows:
    - (a) surfaces of medians and traffic islands which straddle the Agreed Boundary including grass, sidewalks, hard surfaces and trees within these medians and traffic islands: Burnaby shall be responsible for the Maintenance south of the centre line of the Lougheed Highway and Vancouver shall be responsible for the Maintenance north of the centre line of the Lougheed Highway;
    - (b) the yellow painted traffic line of the portion of Boundary Road which is not divided by raised medians shall be the responsibility of Vancouver;
    - (c) the pedestrian and vehicle overpasses on Boundary Road shall be the responsibility of Vancouver;

- (d) traffic and pedestrian signal plant on Boundary Road shall be the responsibility of Vancouver; and
  - (e) the Street Lighting on Boundary Road:
    - (i) Vancouver shall be responsible for Maintenance of the Street Lighting from 29th Avenue to Price Street and from Kingsway to Kent Avenue South on both sides of the Agreed Boundary; and
    - (ii) the remainder of the Street Lighting shall be the sole responsibility of the municipality on which side of the Agreed Boundary that the Street Lighting is located on.
6. Vancouver and Burnaby agree to share equally the Maintenance costs of the Shared Facilities as set out in paragraphs 5, (b), (c), (d) and (e)(i). The party responsible for any particular Maintenance, in accordance with paragraph 5 (defined herein as the "Billing Party"), shall have the right to demand payment and to invoice the other party for fifty (50%) percent of such Maintenance costs incurred, itemized by the type of work performed, as outlined in paragraph 1(d) of this Agreement, and calculated by including the following charges:
- (a) labour based on wage rates plus fringe benefits for time spent upon the Maintenance;
  - (b) material and equipment used in the Maintenance;
  - (c) energy costs for the traffic signals and shared Street Lighting;
  - (d) normal overhead charges which shall be calculated at fifteen (15%) percent of the total of paragraph 6 (a), (b) and (c); and
  - (e) all applicable taxes including any Goods and Services Taxes payable.

Notwithstanding the foregoing, Vancouver or Burnaby, in the sole discretion of the respective Billing Party, may, in the alternative to calculating the Maintenance costs on the basis of paragraphs 6(a) to 6(e), inclusive, in respect of the Street Lighting located only on Boundary Road, invoice the other party for work done, Maintenance costs incurred and any other expenses related to Street Lighting on Boundary Road on the basis of a "Standard Maintenance Unit Cost" plus all applicable taxes, including GST. For purposes of this Agreement the Standard Maintenance Unit Cost shall be calculated by the Billing Party using a cost averaging formula whereby the Standard Maintenance Unit Cost is equal to the total Maintenance costs incurred by either Vancouver or Burnaby, respectively, with respect to all Street Lighting in their respective city divided by the number of Street Lights in the respective city. This Standard Maintenance Unit Cost will then be multiplied by the number of street lights on Boundary Road being maintained by the respective Billing Party. Vancouver and Burnaby agree that in billing or invoicing the other party on the basis of the Standard Maintenance Unit Cost such invoices shall be subject to the party being invoiced having the right to verify or to have the Billing Party verify the actual costs incurred by the Billing Party in carrying out similar work related to their Street Lighting located other than on Boundary Road.

7. The completion and cost of the Maintenance of any of the Non Shared Facilities that straddle the Agreed Boundary will be negotiated between Vancouver and Burnaby on a case by case basis.
8. Vancouver and Burnaby agree that the responsibility and liability for the design of Boundary Road shall be shared equally between Vancouver and Burnaby.
9. Vancouver and Burnaby hereby grant each to the other, its respective contractors, subcontractors, employees, agents and officials the right to enter, labour, pass, repass, work and be in, on, under and over the other's property on Boundary Road with or without vehicles, tools, supplies, materials and equipment and supplies for any purpose connected with the performance by each of them of Maintenance services referred to in this Agreement.
10. Vancouver covenants and agrees with Burnaby that in the event that Vancouver's contractors or subcontractors, employees or agents shall cause damage to Burnaby's property during the carrying out of any Maintenance pursuant to this Agreement and does not forthwith repair, Burnaby may complete such repairs as necessary and Vancouver shall make payment for all such repair and cost of Burnaby forthwith upon receipt of an invoice.
11. Burnaby covenants and agrees with Vancouver that in the event that Burnaby's contractors or subcontractors, employees or agents shall cause damage to Vancouver's property during the carrying out of any Maintenance pursuant to this Agreement and does not forthwith repair, Vancouver may complete such repairs as necessary and Burnaby shall make payment for all such repair and cost of Vancouver forthwith upon receipt of an invoice.
12. Burnaby shall indemnify and hold harmless Vancouver and its officers, officials, employees, contractors, subcontractors, licensees and agents (the "Vancouver Personnel") from and against all losses, damages, debts, costs, expenses, actions, causes of action, claims, demands and judgments (collectively referred to in this paragraph 12 as "Losses") suffered or incurred by Vancouver or any Vancouver Personnel, or made or instituted by any person against Vancouver or any Vancouver Personnel, in any way connected with this Agreement for the failure of Burnaby to carry out the Maintenance obligation set out herein or any Losses caused by the negligent performance by Burnaby of its Maintenance obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.
13. Vancouver shall indemnify and hold harmless Burnaby and its officers, officials, employees, contractors, subcontractors, licensees and agents (the "Burnaby Personnel") from and against all losses, damages, debts, costs, expenses, actions, causes of action, claims, demands and judgments (collectively referred to in this paragraph 13 as "Losses") suffered or incurred by Burnaby or any Burnaby Personnel, or made or instituted by any person against Burnaby or any Burnaby Personnel, in any way connected with this Agreement for the failure of Vancouver to carry out the Maintenance obligation set out herein or any Losses caused by the negligent performance by Vancouver of its Maintenance obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.

14. Any notice, approval or request given under this Agreement may be well and adequately given if served personally upon any officer of the party for whom it is intended or mailed by prepaid registered mail from any post office in British Columbia and in the case of Vancouver addressed to it at:

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

with a copy to:

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

and in the case of Burnaby addressed to it at:

City Clerk  
 City of Burnaby  
 4949 Canada Way  
 Burnaby, British Columbia  
 V5G 1M2

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

15. If any portion of any section of this Agreement or if any section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable then that portion of that section or that section shall be severed from the balance of this Agreement and the balance of this Agreement shall survive and be enforceable.
16. The parties hereto shall do such things and execute such documents and in such form necessary in order to perfect the intention of this Agreement.
17. Neither party to this Agreement may assign this Agreement nor any of its rights hereunder without the prior written consent of the other, which consent may be arbitrarily withheld.
18. The failure of either of the parties hereto to insist upon performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or



implied by anything done or admitted to be done by either of the parties hereto save an expressed waiver in writing.

- 19. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

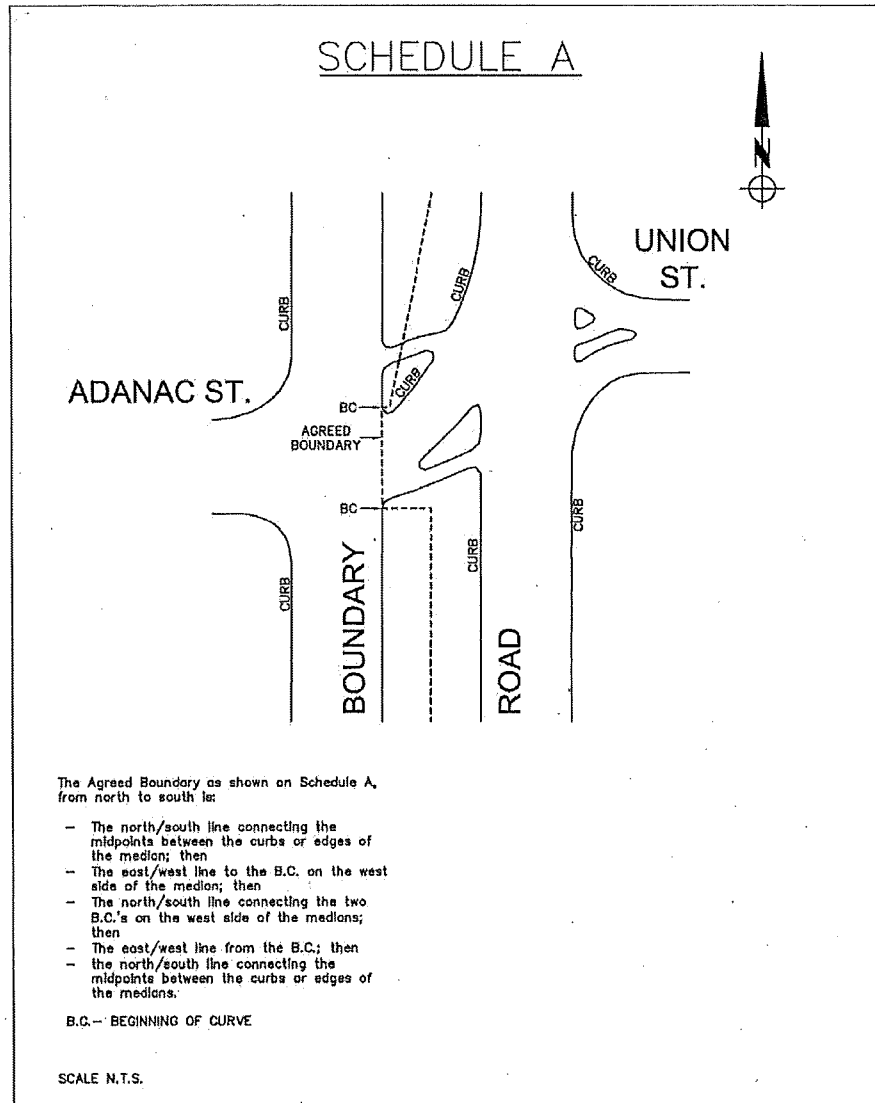
**CITY OF VANCOUVER** by its  
authorized signatory(ies):

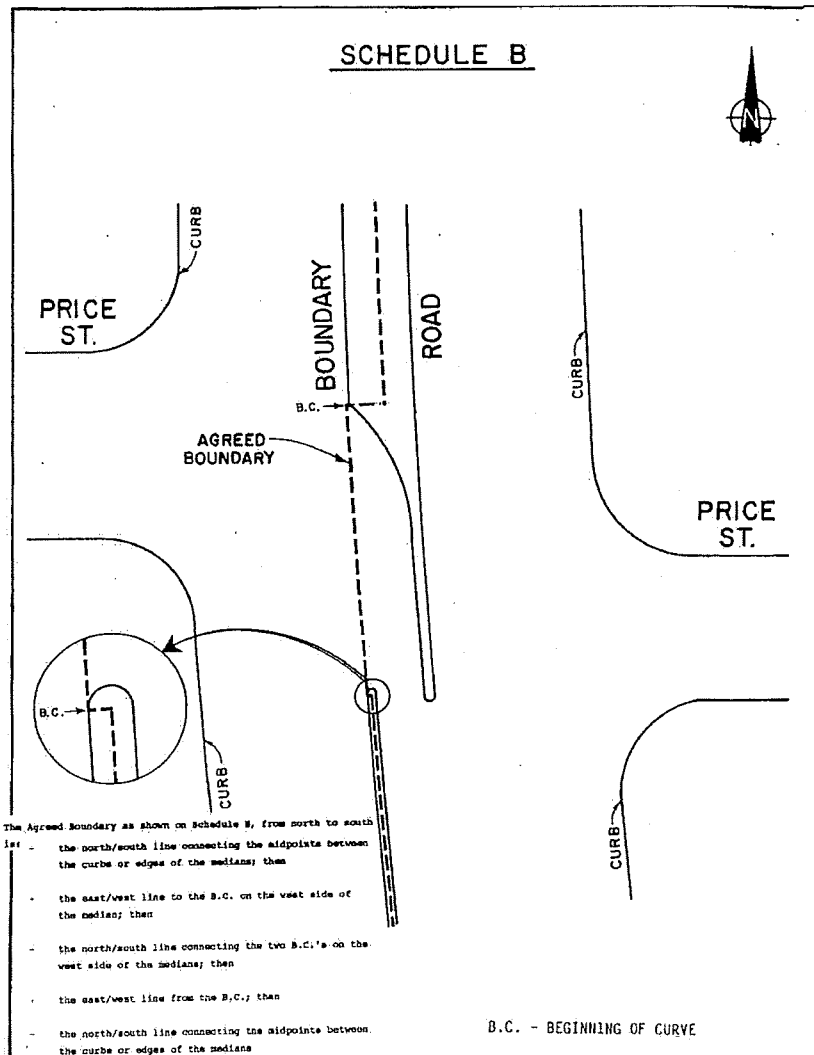
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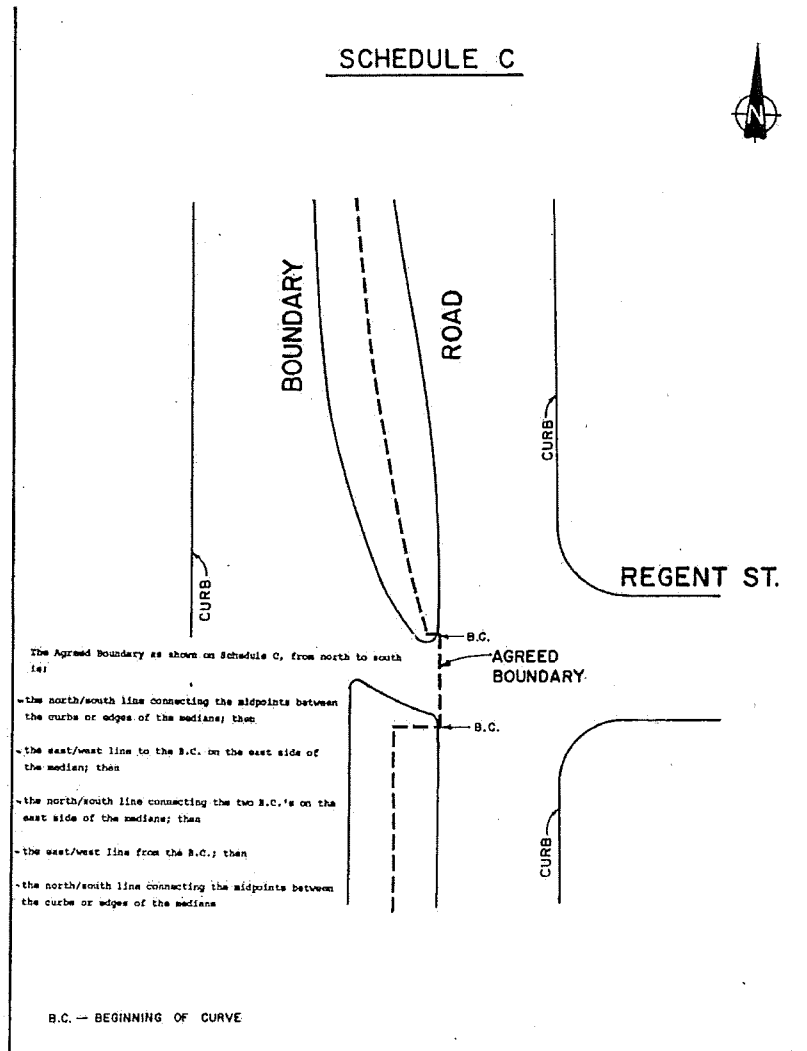
**CITY OF BURNABY** by its  
authorized signatory(ies):

\_\_\_\_\_

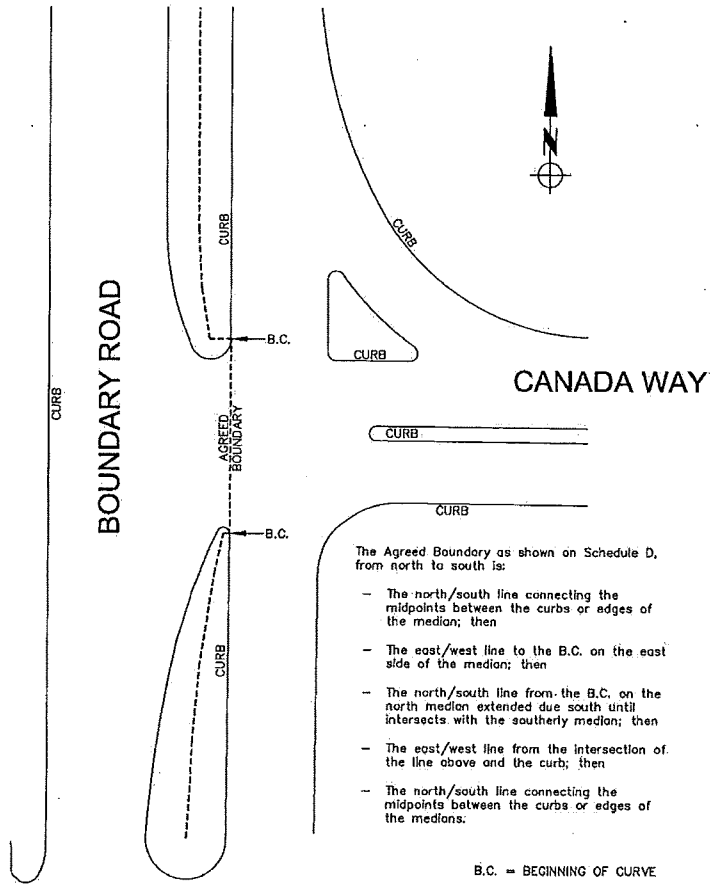
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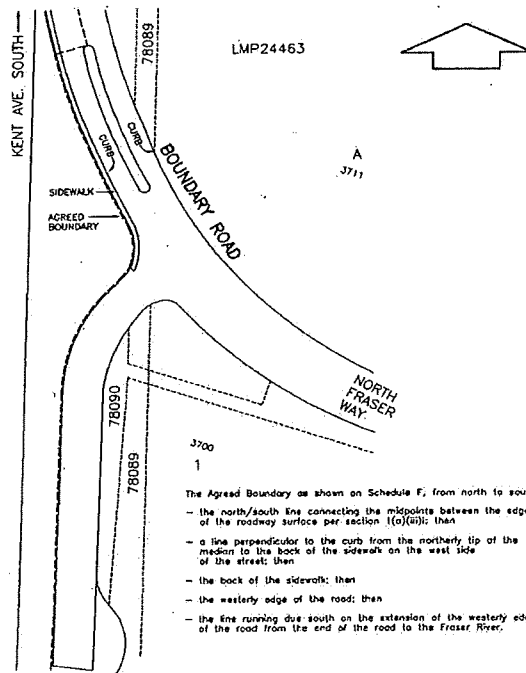


SCHEDULE D



SCALE: N.T.S.

SCHEDULE E



- The Agreed Boundary as shown on Schedule F, from north to south is:
- the north/south line connecting the midpoints between the edges of the roadway surface per section 1(a)(2)(ii); then
  - a line perpendicular to the curb from the northerly tip of the median to the back of the sidewalk on the west side of the street; then
  - the back of the sidewalk; then
  - the westerly edge of the road; then
  - the line running due south on the extension of the westerly edge of the road from the end of the road to the Fraser River.

## EXPLANATION

### **Heritage Designation By-law Re: 2441 Trinity Street**

At a public hearing on September 10, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 2441 Trinity Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
October 1, 2019

He.

2441 Trinity Street  
(David Crawford House)

**BY-LAW NO.**

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

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

1. Council considers that the real property described as:

Structure and exterior envelope and exterior building materials of the heritage building (David Crawford House)	2441 Trinity Street	PID: 008-691-975 The East 1/2 of Lot 255 Town of Hastings Plan 100
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has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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



**EXPLANATION****Heritage Designation By-law  
Re: 1517 Comox Street**

At a Public Hearing on September 10, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 1517 Comox Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
October 1, 2019

HC

1517 Comox Street  
(George Residence)

**BY-LAW NO.**

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

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

1. Council considers that the real property described as:

Structure and exterior  
envelope and exterior  
building materials of  
the heritage building  
(George Residence)

1517 Comox Street,  
Vancouver, B.C.

PID: 015-761-185  
The East 1/2 of Lot 14,  
Block 47, District Lot 185  
Plan 92

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

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

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

ENACTED by Council this            day of            , 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend  
CD-1 (255) By-law No. 6713**

Following the Public Hearing on September 10, 2019, Council resolved to amend CD-1 (255) to add Child Day Care Facility as an Institutional Use. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
October 1, 2019

He.

321 Princess Avenue

**BY-LAW NO.**

**A By-law to amend CD-1 (255) By-law No. 6713**

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. 6713.
2. In Section 2, Council:
  - (a) renumbers subsection (c) as subsection (d); and
  - (b) inserts a new subsection (c) as follows:
 

“(c) Institutional Uses, limited to Child Day Care Facility; and”.
3. In section 3, Council:
  - (a) in subsection 3.1, strikes out “The floor space ratio shall not exceed 2.5.” and substitutes “The floor space ratio shall not exceed 2.63.”;
  - (b) renumbers subsections 3.2 and 3.3 as subsections 3.3 and 3.4, respectively;
  - (c) inserts a new subsection 3.2 as follows:
 

“3.2 The floor space area for Child Day Care Facility use must not exceed 277.9 m<sup>2</sup>.”; and
  - (d) in subsection 3.3(e), strikes out “day care facilities,” .
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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to amend CD-1 (60)  
By-law No. 4491**

Following the Public Hearing on September 10, 2019, Council resolved to amend CD-1 (60) to correct an error in map numbering. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
October 1, 2019

HC

3595 Kingsway

**BY-LAW NO.**

**A By-law to amend CD-1 (60) By-law No. 4491**

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. 4491.
- 2. Council strikes out section 1 and substitutes:

**“1 Zoning District Plan Amendment**

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-710 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.”

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

ENACTED by Council this        day of        , 2019

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend Parking By-law No. 6059**

Following the Standing Committee on Policy and Strategic Priorities meeting on September 11, 2019, Council resolved to amend Schedule C of the Parking By-law to remove the provisions for 5806 Wales Street. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
October 1, 2019

HC

5805 Wales Street

**BY-LAW NO.**

**A By-law to amend Parking By-law No. 6059**

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

1. This By-law amends the indicated provisions of the Parking By-law No. 6059.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by striking out the following:

“

5805 Wales Street	11342	(619)	<p>Parking, loading and bicycle spaces are to be provided in accordance with by-law requirements on September 15, 2015 except that:</p> <p>(a) Class A loading spaces are required at a rate of 0.01 spaces per dwelling unit up to and including 300 units, and at a rate of 0.008 spaces per dwelling unit for any number of units over 300; and</p> <p>(b) a minimum of 1 Class B loading space is required.</p>
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”

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend  
CD-1 (562) By-law No. 10870**

Following the Public Hearing on September 10, 2019, Council resolved to amend CD-1 (562) to correct an error in map numbering and to remove Adult Retail Store use. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
October 1, 2019

HC.

508 Helmcken Street

**BY-LAW NO.**

**A By-law to amend CD-1 (562) By-law No. 10870**

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. 10870.
2. In section 1, Council strikes out "Z-663 (a)" and substitutes "Z-741 (a)".
3. In section 2.2 (c), Council strikes out "Adult Retail Store,".
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        , 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the License By-law No. 4450  
Regarding Donation Bin Regulations**

On May 28, 2019, Council resolved to amend the License By-law No. 4450 regarding donation bin regulations. The resolution included a recommendation that the safety of donation bins could be certified by a licensed engineer practising anywhere in Canada. That recommendation has not been followed due to enforcement and other reasons. Other minor changes are included, but enactment of the attached by-law will otherwise accomplish Council's resolution.

Director of Legal Services  
October 1, 2019

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

**A By-law to amend the License By-law No. 4450  
Regarding Donation Bin Regulations**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council adds to section 2 the following definitions in correct alphabetical order:

““Bin Owner” means the person, charity, trust, partnership or organization that owns or operates a donation bin.”;

““City” means City of Vancouver.”;

““City land” means land for which the City is the registered owner in fee simple or leasehold, but does not include any street.”; and

““Donation Bin” means any receptacle designed and used for the purpose of collecting clothing, shoes or linens from the public for resale or distribution.”

3. Council inserts as a new section 13.4, the following:

**“DONATION BIN**

- 13.4 (1) No person carrying on a business shall place, install or maintain a donation bin on any City land or private land, except in accordance with this by-law and the license issued for the donation bin.
- (2) No person shall place, install or maintain a donation bin on any street.
- (3) Every license holder must comply with all terms and conditions of this by-law and any license.
- (4) Every applicant for a donation bin license must:
- (a) provide to the Chief Licence Inspector a completed application containing such information as required by the Chief Licence Inspector from time to time, including but not limited to:
    - (i) the applicant’s name and contact information;
    - (ii) a photograph or pictorial depiction and written description of the donation bin;
    - (iii) a detailed plan showing the proposed location of the donation bin;
    - (iv) whether the applicant is a registered charity, a not-for-profit corporation, or a for-profit corporation, and

- proof of such status;
  - (v) whether the applicant is party to any agreements with a registered charity, society or other organization that relate to revenue sharing or the operation of the donation bin;
  - (vi) contact information of any registered charity, society or other organization identified under (4)(a)(v);
  - (vii) certificate of insurance, in a form and on terms acceptable to the Director of Legal Services, to provide \$2,000,000 general liability insurance and naming the City as an additional insured;
  - (viii) a release and indemnity by the applicant in favour of the City, in a form and on terms acceptable to the Director of Legal Services;
  - (ix) a certification from a professional engineer registered or licensed to practice in BC, that the construction, design and operation of the donation bin is safe.
- (5) The Chief Licence Inspector may issue a clothing donation bin operator license to an applicant, if the applicant has:
- (a) complied with the requirements set-out in subsection (4);
  - (b) is not in breach of any term or condition of this by-law or any current or previous license issued to the applicant by the City; and
  - (c) has paid the license fee.
- (6) A license gives the license holder authority to place, or cause to be placed, a donation bin only at the donation bin location or locations specified in the license, in accordance with the provisions of this by-law and the license.
- (7) A license holder must ensure that every donation bin it owns or operates:
- (a) is located within the boundaries of the applicable donation bin location(s) specified in their application;
  - (b) is not chained or fastened to any utility apparatus, including any traffic signal, traffic control device, street light, hydro or telephone pole or signpost, fire hydrant, parking meter, bus shelter, telephone booth, post box, benches or trees;
  - (c) displays clear identification information with the license holder's name and contact information in lettering no smaller than 100 millimetres x 75 millimetres and of a contrasting colour to the colour of the donation bin;

- (d) does not display the name or logo of a registered charity, society or other organization unless the registered charity, society or other organization has been identified in the application submitted under (4) and is in good standing;
- (e) displays a legible sign stating "All clothes, shoes and linens may be donated, provided they are clean and dry";
- (f) displays a clear written or pictorial notice that all donation articles must fit into the donation bin, prohibiting any items to be left outside or around the donation bin on or near the donation bin location, and prohibiting the donation of items that may create a safety hazard, including but not limited to paint, garbage, soiled rags, propane or any other like items;
- (g) displays a donation pick up schedule for the donation bin;
- (h) displays "No Dumping" signage;
- (i) does not display any third party advertising;
- (j) is not placed so to obstruct clear sight triangles, circulation, setbacks, parking and driveways;
- (k) is not placed so as to create safety hazards or to restrict accessibility for pedestrians, motorists and the public accessing the donation bin;
- (l) is professional in appearance and construction;
- (m) is maintained in a good state of repair, in good working order and free of graffiti;
- (n) is in a clean and tidy condition, free of the overflow of items and litter from the donation bins, and free of items and litter left outside the donation bins within a five (5) metre radius of the donation bins, with all items and litter disposed of using the license holder's own resources and at the license holder's cost and expense;
- (o) will be subject to a regular scheduled pick-up of donated items and emptying of the donation bin, using the license holder's own resources and at the license holder's cost and expense, and in accordance with the schedule displayed on the donation bin. Upon the request of the City, the license holder will conduct additional pick ups of donated items and emptying of the donation bins, using the license holder's own resources

and at the license holder's cost and expense;

- (p) if located on City land, is subject to commercial general liability insurance coverage, naming the City as an additional insured entitled to full coverage, in the amount of Two Million Dollars (\$2,000,000) per occurrence, protecting the City against all claims for personal injury, death, bodily injury or property damage arising out of the occupying, servicing or operation or the actions of the license holder or any agent of the license holder. The license holder will be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments. Such insurance shall include on an occurrence basis with respect to third party liability claims for bodily injury, property damage, and personal injury; and
  - (q) is named in an up-to-date list, submitted to the Chief Licence Inspector, of the specific locations of all donation bin(s) owned or operated by the license holder.
- (8) The Chief Licence Inspector may impose such other license conditions on a donation bin license including, but not limited to, conditions regarding:
- (a) notifications and notices,
  - (b) safety,
  - (c) health,
  - (d) design requirements,
  - (e) construction requirements,
  - (f) reviews and inspections,
  - (g) maintenance,
  - (h) cleanliness,
  - (i) location, and
  - (j) hours of operation.

### **Donation Bin Removal or Relocation**

- (9) The Chief Licence Inspector may order, at any time and without notice, the temporary or permanent removal or relocation of any donation bin on City land or private land:
- (a) if the Chief Licence Inspector considers the donation bin creates a safety hazard;
  - (b) due to a special event;
  - (c) due to City work on utilities, streets, sidewalks, bus or transit stops or shelters, or any other structures or improvements, or any other construction; or

- (d) if the donation bin does not comply with any provisions of this by-law, or the license.
- (10) The license holder will permanently remove, or cause to be removed, the donation bin, the donation bin contents, and any related installations from a donation bin location and restore, where applicable, the portion of City land used by the license holder to its former condition within twenty-four (24) hours of the expiry of a license applicable to the donation bin location if a new license is not issued by the City to the license holder for the same donation bin location.
- (11) If a license holder refuses or fails to remove or relocate a donation bin pursuant to this by-law, the Chief Licence Inspector is authorized, without further notice, to remove the donation bin.
- (12) Donation bins removed by the City under this by-law will be stored by the City for thirty (30) days and may be picked up by the Bin Owner, upon payment of the removal fee and the storage fee.
- (13) Any donation bin, including its contents, removed by the City under this by-law and left unclaimed by the license holder for a period in excess of thirty (30) days become the property of the City and may be disposed by the City, in its discretion, without compensation to the license holder.
- (14) Notwithstanding this by-law the City reserves right to temporarily remove and relocate donation bins on City land if the City needs to do work in, on, under, over, or adjacent to the applicable donation bin location, without compensation to the license holder."

4. Council inserts the following into Schedule "A" immediately before "Dry Cleaner":

"Donation Bin	Per annum	\$151.00".
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**Severability**

5. If any section of this by-law is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this by-law.



**Force and effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**Street Name By-law No. 4054  
Re: Choy Yuen Crescent**

Enactment of the attached By-law will implement Council's resolution of October 1, 2019 to name the street as set out in the attached By-law.

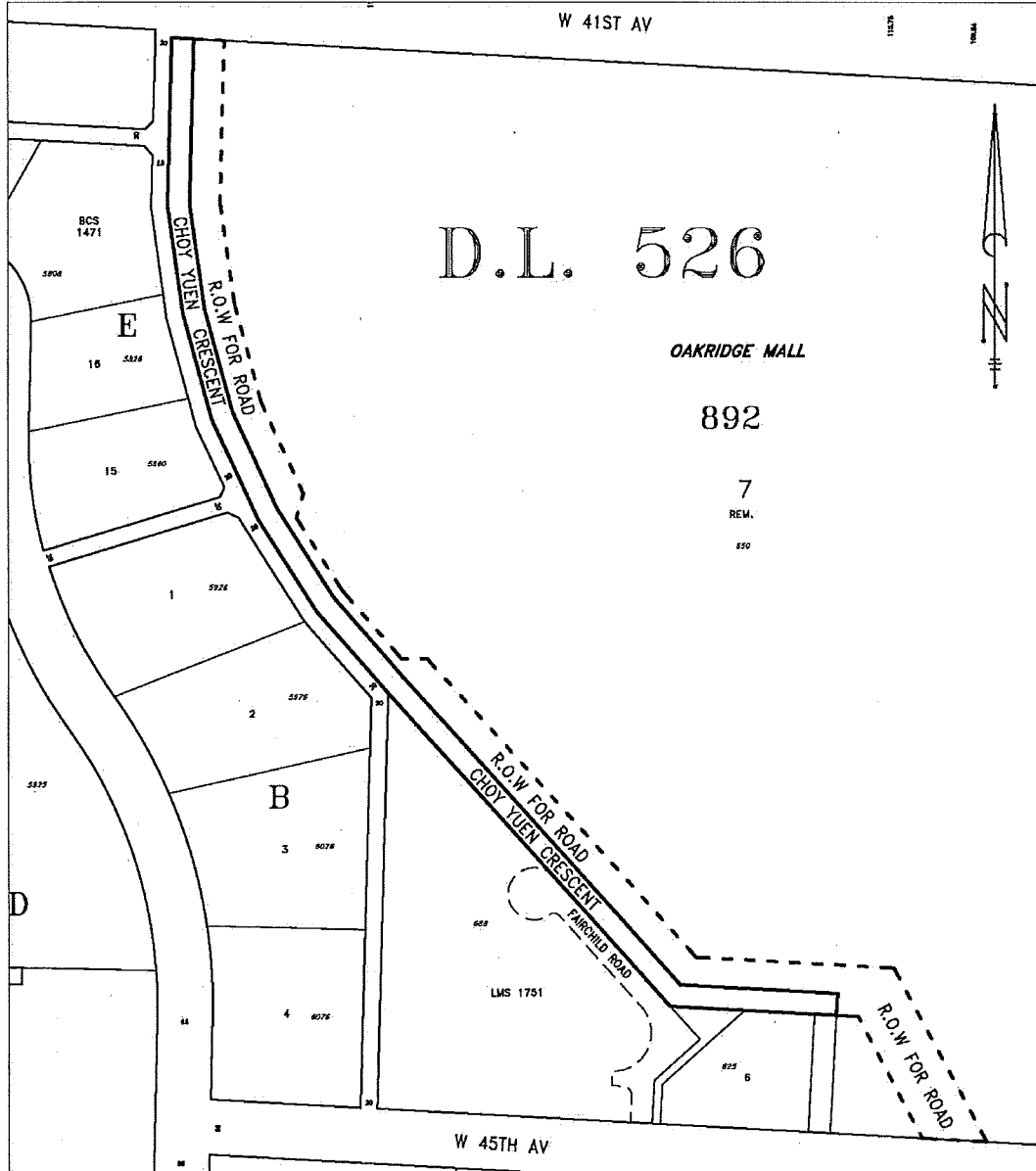
Director of Legal Services  
October 1, 2019



LF12111

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

DRAWING NOT TO SCALE



JAS MAP: 0-19, 0-20

ENGINEERING SERVICES  
August 29, 2019

Y:\LAND\_SURVEY\JAS\Street Name\LF12111-Choy Yuen Crescent.dwg

LF12111