

**EXPLANATION**

**A By-law to amend Fire By-law No. 12472  
regarding 2020 fee increases**

Following the Council Meeting on November 26, 2019, Council resolved to amend the Fire By-law No. 12472 regarding 2020 fee increases. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 10, 2019



**SCHEDULE D**  
**FEE SCHEDULE**

**PERMIT FEES**

<b>Item</b>	<b>Activity</b>	<b>Fee</b>	<b>GST applicable</b>
1	Open-air burning (each occurrence)	\$240.00	-
2	Open-air burning by registered non-profit group (each occurrence)	\$24.00	-
3	Selling fireworks (wholesale) - annual permit	\$240.00	-
4	Fireworks vendor - annual permit	\$500.00	-
5	Firing of display fireworks or explosives (each event)	\$300.00	-
6	Firing of display fireworks by registered non-profit group (each event)	\$24.00	-
7	Firing of explosives for blasting operations (per day per project)	\$240.00	-
8	Installation, removal or abandonment of storage tank (other than single family dwelling)	\$300.00	-
9	Removal or abandonment of storage tank (single family dwelling)	\$300.00	-
10	Installation of fuel dispensing station	\$300.00	-
11	All other permits	\$300.00	-
12	Extension of permit (each extension)	\$120.00	-

## INSPECTION AND RECORD FEES

Item	Activity	Fee	GST applicable
13	Record search of property (reporting letter), for each civic address on a property (maximum charge \$780.00)	\$130.00	-
14	Record search regarding incident responded to by Fire Department (for each hour or part thereof)	\$130.00	-
15	Each inspection additional to the first inspection for a permit application	\$120.00	YES
16	Special event plan check or site inspection (for each hour or part thereof)	\$150.00	YES
17	Re-inspection (for each hour or part thereof)	\$200.00 first hour or part thereof, plus \$100.00 per hour for each subsequent hour or part thereof	YES
18	For installation, modification, or relocation of a lock box	\$130.00	-
19	Special inspection or plan check (per site) to determine compliance with By-law, in respect of which no specific fee is otherwise prescribed in this Schedule (for each hour or part thereof)	\$150.00	YES

**SERVICE FEES**

<b>Item</b>	<b>Activity</b>	<b>Fee</b>	<b>GST applicable</b>
20	Fire watch at special event or filming (for each hour or part thereof, 4 hour minimum)	\$150.00	YES
21	Occupancy load certificate (for occupancy by 150 persons or less)	\$360.00	-
22	Occupancy load certificate (for occupancy by more than 150 persons)	\$600.00	-
23	Review of fire safety plan for high building (for each hour or part thereof, 3 hour minimum)	\$120.00	YES
24	Review of fire safety plan for all buildings other than high buildings (for each hour or part thereof, 2 hour minimum)	\$120.00	YES
25	Review of construction fire safety plan	\$130.00	YES
26	Responding to the third and each subsequent false alarm for the same address in a calendar year (for each occurrence)	\$216.00	YES

## EXPLANATION

**A By-law to amend the  
Ticket Offences By-law No. 9360  
Regarding offences pursuant to the Fire By-law**

Following the Council Meeting on November 26, 2019, Council resolved to amend the Ticket Offences By-law No. 9360 regarding 2020 fee increases. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 10, 2019

HC

**BY-LAW NO.**

**A By-law to amend the  
Ticket Offences By-law No. 9360  
Regarding offences pursuant to the Fire By-law**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council strikes out Table 8.2 and substitutes the following Table 8.2:

Column 1	Column 2	Column 3	Column 4
Fire Chief	Discard smoking or burning materials	2.4.2.3.(1) Division B	\$500.00
Police Officer	Light or maintain outdoor fire without permit	2.4.5.1.(1) Division B	\$500.00
	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 firecrackers, bottle rockets or roman candles	5.7.1.3.(2) Division B	\$500.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(3) Division B	\$500.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(4) Division B	\$500.00
	Possess or discharge fireworks by a person under 19 years of age	5.7.1.3.(5) 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
	Fail to comply with Fire Chief order	1.2.1.1.(1) Division C	\$500.00

Column 1	Column 2	Column 3	Column 4
	Interfere with fire truck or equipment	1.2.1.11.(1) Division C	\$750.00
	Park vehicle on fire hose	1.2.1.11.(2) Division C	\$750.00
	Activation of fire alarm system when no fire	1.2.1.11.(3) Division C	\$500.00
	False report of fire	1.2.1.11.(4) Division C	\$500.00

”

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 March 1, 2020.

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

\_\_\_\_\_  
Mayor

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



## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 431-455 W King Edward Avenue**

After the Public Hearing on February 20, 2018, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Community Services, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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

Director of Legal Services  
December 10, 2019

110.

431-455 W King Edward Avenue

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 431-455 W King Edward Avenue**

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

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

030-583-098

Lot A District Lot 526 Block 661 Group 1 New  
Westminster District Plan EPP85353

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                      , 2019

\_\_\_\_\_  
Mayor

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

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

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.4(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.



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

**Synergy Business Lawyers LLP**  
Suite 2300-925 West Georgia Street  
  
Vancouver BC V6C 3L2

Tel no.: 604-685-8186  
File no.: 12126-00

Deduct LTSA Fees? Yes

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

**030-583-098 LOT A DISTRICT LOT 526 BLOCK 661 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP85353**

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):

**SEE SCHEDULE**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE  
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA  
CANADA

Incorporation No \_\_\_\_\_

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)

**Mina Kim**  
*Barrister & Solicitor*  
2300 - 925 West Georgia St.  
Vancouver, B.C. V6C 3L2  
Tel: 604.685.8186

Execution Date

Y	M	D
2017	12	02

Transferor(s) Signature(s)

1022003 B.C. Ltd. by its authorized signatory:

Name: Toby Chu

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Execution Date**

Y	M	D

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

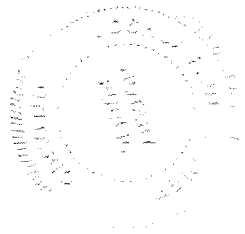
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

**More Signatures**

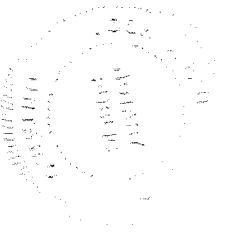
LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

  
\_\_\_\_\_  
Josh Lerner



  
\_\_\_\_\_  
Josh Lerner




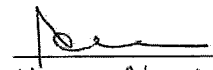
Execution Date

Y	M	D
2011	11	27
2011	11	27

Transferor / Borrower / Party Signature(s)

HMT HOLDINGS INC. by its authorized signatory:

  
\_\_\_\_\_  
Name: Bruce Shepherd

  
\_\_\_\_\_  
Name: Alan Winer

OFFICER CERTIFICATION:

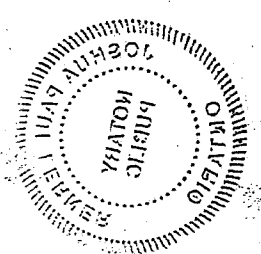
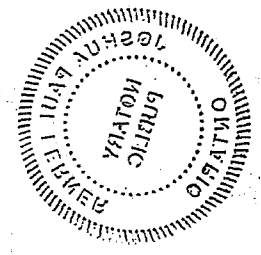
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

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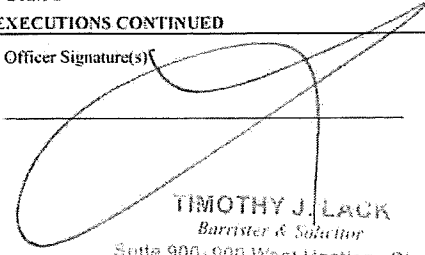
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LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)




TIMOTHY J. LACK  
Barrister & Solicitor  
Suite 900, 900 West Hastings Street  
Vancouver, British Columbia  
V6C 1E5

Execution Date

Y	M	D
19	11	24

Transferor / Borrower / Party Signature(s)

BARRY CHARLES HOLDINGS LTD. by  
its authorized signatory:

  
Name: **ALAN LONG**

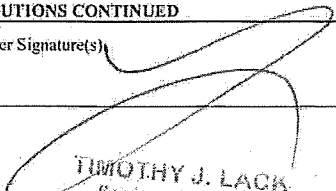
OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



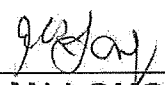
TIMOTHY J. LACK  
Barrister & Solicitor  
Suite 900-900 West Hastings Street  
Vancouver, British Columbia  
V6C 1E5

Execution Date

Y	M	D
19	11	26

Transferor / Borrower / Party Signature(s)

G.I.H. PROPERTIES LTD. by its  
authorized signatory:



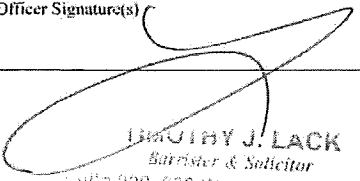
Name: **ALAN LONG**

OFFICER CERTIFICATION:


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LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)  
  
**DMITRY J. LACK**  
*Barrister & Solicitor*  
Suite 900-900 West Hastings Street  
Vancouver, British Columbia  
V6C 1E5

Execution Date		
Y	M	D
19	11	28

Transferor / Borrower / Party Signature(s)  
BECISON HOLDING CORPORATION  
by its authorized signatory:  
  
Name: **ALAN LONG**

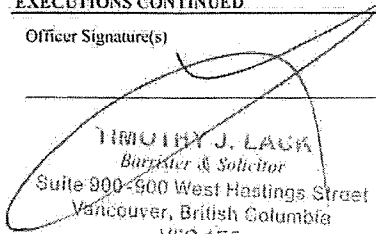
**OFFICER CERTIFICATION:**

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LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

  
 \_\_\_\_\_  
**TIMOTHY J. LACK**  
*Barriater & Solicitor*  
 Suite 900-900 West Hastings Street  
 Vancouver, British Columbia  
 V6C 1E5

\_\_\_\_\_

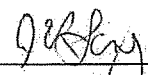
\_\_\_\_\_

Execution Date

Y	M	D
19	11	26

Transferor/ Borrower / Party Signature(s)

NORTH WHALLEY DEVELOPMENTS LTD, by its authorized signatory:

  
 \_\_\_\_\_  
 Name: **ALAN LONG**

\_\_\_\_\_

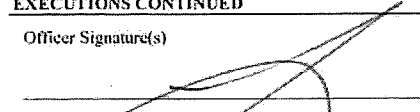
\_\_\_\_\_

OFFICER CERTIFICATION:

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LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)




TIMOTHY J. LACK  
Barrister & Solicitor  
Suite 900-900 West Hastings Street  
Vancouver, British Columbia  
V6C 1E5

Execution Date

Y	M	D
19	11	20

Transferor / Borrower / Party Signature(s)

PARSUM FINANCIAL CORP. by its  
authorized signatory:



Name: **ALAN LONG**

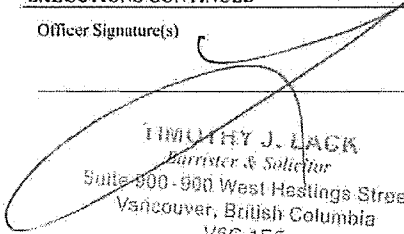
OFFICER CERTIFICATION:

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LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

  
 \_\_\_\_\_  
 TIMOTHY J. LACK  
 Barrister & Solicitor  
 Suite 800-600 West Hastings Street  
 Vancouver, British Columbia  
 V6C 1E5

Execution Date

Y	M	D
19	11	26

Transferor / Borrower / Party Signature(s)

SHENELLE MANAGEMENT LTD. by its  
authorized signatory:

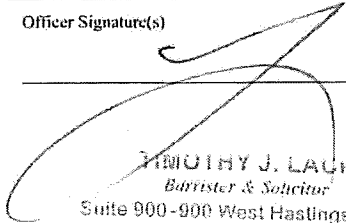
  
 \_\_\_\_\_  
 Name: ALAN LONG

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

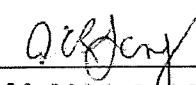
  
 \_\_\_\_\_  
 TIMOTHY J. LARK  
*Barrister & Solicitor*  
 Suite 900-900 West Hastings Street  
 Vancouver, British Columbia  
 V6C 1E5

Execution Date

Y	M	D
19	11	26

Transferor / Borrower / Party Signature(s)

CANDJO INVESTMENTS LTD. by its  
authorized signatory:

  
 \_\_\_\_\_  
 Name: **ALAN LONG**

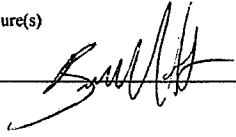
**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



**Brian Howarth**  
Barrister & Solicitor  
510 Burrard Street,  
Vancouver, B.C. V6C 3B9

Execution Date

Y	M	D
2019	11	26

Transferor / Borrower / Party Signature(s)

COMPUTERSHARE TRUST  
COMPANY OF CANADA, in Trust, see  
CA6714973, by its authorized signatory:



**Amanda Yu**  
Associate Relationship Manager

Name:



**Avin Kooner**  
Relationship Manager

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

\_\_\_\_\_  
*THOMAS J. JACK*  
 Barrister & Solicitor  
 Suite 900-900 West Hastings Street  
 Vancouver, British Columbia  
 V5C 1E5

Execution Date

Y	M	D

Transferor / Borrower / Party Signature(s)

DERASH HOLDINGS LTD. by its  
authorized signatory:

Name:

  
 \_\_\_\_\_  
**ALAN LONG**

**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

*[Handwritten Signature]*

Execution Date

Y	M	D
11	11	29

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN TRUST  
COMPANY, in Trust, see CA6215323,  
by its authorized signatory:

*[Handwritten Signature]*

**DAVID LIAW**  
INVESTOR MORTGAGE ADMIN.

Name:

DOMENICA MACERA  
CANADIAN WESTERN TRUST COMPANY  
300 - 750 CAMBIE ST. VANCOUVER, B.C. V6B 0A2  
SOLICITOR FOR TAKING AFFIDAVITS  
FOR THE PROVINCE OF BRITISH COLUMBIA  
COMMISSION EXPIRES MAY 31, 2021

DOMENICA MACERA  
CANADIAN WESTERN TRUST COMPANY  
300 - 750 CAMBIE ST. VANCOUVER, B.C. V6B 0A2  
COMMISSIONER FOR TAKING AFFIDAVITS  
FOR THE PROVINCE OF BRITISH COLUMBIA  
COMMISSION EXPIRES MAY 31, 2021

**ETELKA DESPOT**  
Investor Mortgage Administrator  
Business Operations

*[Handwritten Signature]*

**OFFICER CERTIFICATION:**

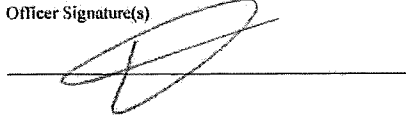
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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



LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



**Des Friedland**  
BARRISTER & SOLICITOR

700 West 15th Ave.  
Vancouver, BC  
V6Z 1S7

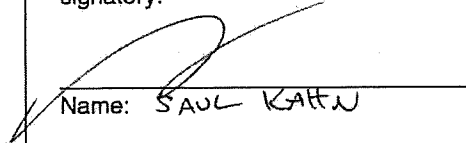
Tel: (604) 689-8228  
Fax: (604) 689-8331  
e-mail: nld@thw.ca

Execution Date

Y	M	D
19	11	25

Transferor / Borrower / Party Signature(s)

KAHN FOUNDATION by its authorized signatory:

  
Name: SAUL KOHN

OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Entire Agreement

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Section 219 Covenant herein priority over Mortgage CA7569206 and Assignment of Rents CA7569207  page 28

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Section 219 Covenant herein priority over Mortgage CA7677247 and Assignment of Rents CA7677248  pages 29-39

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**LAND TITLE ACT  
FORM E**

**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**Item 5: Transferor(s):**

1022003 B.C. Ltd. (Inc. No. BC1022003)

HMT Holdings Inc. (Inc. No. A0074963), as to priority  
Barry Charles Holdings Ltd. (Inc. No. BC0390899), as to priority  
G.I.H. Properties Ltd. (Inc. No. BC0966051), as to priority  
Becison Holding Corporation (Inc. No. BC0486758), as to priority  
North Whalley Developments Ltd. (Inc. No. BC0130143), as to priority  
Parsum Financial Corp. (Inc. No. BC1200868), as to priority  
Shenelle Management Ltd. (Inc. No. BC0422397), as to priority  
Candjo Investments Ltd. (Inc. No. BC1178333), as to priority  
Computershare Trust Company of Canada (Inc. No. A52313), in Trust, see CA6714973, as to priority  
Derash Holdings Ltd. (Inc. No. BC1196139), as to priority  
Canadian Western Trust Company (Inc. No. A0046845), in Trust, see CA6215323, as to priority  
Kahn Foundation (Inc. No. S0024743), as to priority

More Pages

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**(SECURED MARKET RENTAL)**

**431 - 455 WEST KING EDWARD AVENUE**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, 1022003 B.C. Ltd., is herein 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 owner of the Lands;
- C. The Owner made an application to to rezone the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District to increase the floor space ratio from 0.70 to 2.01 to permit the development of a four-storey residential building containing a total of approximately 44 secured market rental housing units and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into an agreement securing all residential units as market rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- (i) A no separate-sales covenant;
  - (ii) A no-stratification covenant;
  - (iii) That none of such units will be rented for less than one month at a time; and
  - (iv) Such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require
- the ("**Market Rental Housing Condition**"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

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

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"Building"** means each new building or structure to be built on the Lands as contemplated by the Rezoning or the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **"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;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Permit"** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"General Manager of Arts, Culture and Community Services"** means the chief administrator, from time to time, of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;
- (j) **"High-Density Housing for Families With Children Guidelines"** means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;

- (k) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **"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;
- (o) **"Market Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital C;
- (q) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (r) **"Occupancy Permit"** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **"Owner"** means the Transferor, 1022003 B.C. Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **"Related Person"** means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(k) and **"Replacement Rental Housing Units"** means all of such units;
- (v) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) **"Rezoning"** means the rezoning of the Lands described in Recital C of this Agreement;
- (x) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel;
- (y) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (z) **"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) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain all residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "**Market Rental Housing Units**"), all to the satisfaction of the City;
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable;
- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licensed to use or sublet, any Market Rental Housing Units (or

Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;

- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement 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 Market Rental Housing Units subject further to Section 7.8;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), 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;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) 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;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60<sup>th</sup> anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

**ARTICLE 3  
RECORD KEEPING**

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof 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.

**ENFORCEMENT**

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

**RELEASE AND INDEMNITY**

5.1 **Release and Indemnity.** Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
    - (B) withholding any permit pursuant to this Agreement; or
    - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
  - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

## 5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

**5.3 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 6  
NOTICES**

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

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

Attention: General Manager of Arts, Culture and Community Services,  
with a concurrent copy to the Director of Legal Services

(b) If to the Owner:

**1022003 B.C. Ltd.**  
12<sup>th</sup> Floor - 777 West Broadway  
Vancouver, British Columbia  
V5Z 4J7

Attention: Director

and

**Synergy Business Lawyers LLP**  
2300 - 925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

Attention: Howard Wong

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

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

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or

any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

**7.2 Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

**7.3 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

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

**7.5 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

**7.6 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 Rezoning or the Development Permit; and

- (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

**7.7 Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

**7.8 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, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

**7.9 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:

**"Existing Charges"** means the Mortgage registered under number CA7569206 and the Assignment of Rents registered under number CA7569207;

**"Existing Chargeholder"** means HMT HOLDINGS INC.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means BARRY CHARLES HOLDINGS LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means G.I.H. PROPERTIES LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means BECISON HOLDING CORPORATION;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means NORTH WHALLEY DEVELOPMENTS LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means PARSUM FINANCIAL CORP.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means SHENELLE MANAGEMENT LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means CANDJO INVESTMENTS LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means COMPUTERSHARE TRUST COMPANY OF CANADA, in Trust, see CA6714973;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means DERASH HOLDINGS LTD.;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

**"Existing Charges"** means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

**"Existing Chargeholder"** means CANADIAN WESTERN TRUST COMPANY, in Trust, see CA6215323;

**"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

"**Existing Charges**" means the Mortgage registered under number CA7677247 and the Assignment of Rents registered under number CA7677248;

"**Existing Chargeholder**" means KAHN FOUNDATION;

"**New Charges**" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and

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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**

EXPLANATION

**Street and Traffic By-law amending By-law  
regarding 2020 fee increases, sidewalk construction permit fees,  
and safety related parking regulations**

The attached By-law will implement Council's resolution of December 10, 2019, to amend the Street and Traffic By-law to increase certain fees for 2020 and to include sidewalk construction permit fees and safety related parking regulations.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend Street and Traffic By-law No. 2849  
regarding 2020 fee increases, sidewalk construction permit fees,  
and safety related parking regulations**

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. Council strikes out section 17.1 and substitutes the following:

"17.1 An owner, registered owner, lessee or operator of a vehicle must not cause, allow or permit that vehicle to stop at any place where a traffic sign prohibits stopping:

  - (a) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held; or
  - (b) at any other time."
3. In section 17.2, Council:
  - (a) strikes out subsection (a), and substitutes:

"(a) within 6 metres of the approach side of a stop sign:

    - (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
    - (ii) at any other time;"
  - (b) strikes out subsection (d), and substitutes:

"(d) in front of or within 1.5 metres of the nearest side of a private road, boulevard crossing or sidewalk crossing:

    - (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
    - (ii) at any other time;"
  - (c) in subsection (k), strikes out "." and substitutes ";;";
  - (d) adds a new subsection (l) as follows:

"(l) on any portion of a street that is designated for use by persons on bicycles, non-motorized skates, skateboards, or push scooters;" and

(e) adds a new subsection (m) as follows:

“(m) on any portion of a street that is designated for parking use by vehicles displaying a disabled person’s parking placard authorized by the city.”.

4. In section 17.4, Council:

(a) strikes out subsection (e) and substitutes:

“(e) on a boulevard, traffic island or traffic circle except where specifically designated for the parking of motor vehicles:

- (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
- (ii) at any other time;”;

(b) strikes out subsection (f) and substitutes:

“(f) within an intersection:

- (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
- (ii) at any other time.”.

5. In section 17.5, Council:

(a) strikes out subsection (a) and substitutes:

“(a) within 1.5 metres of that portion of an intersecting lane that is useable for travel:

- (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
- (ii) at any other time;”;

(b) renumbers subsections (b) and (c) as subsections (c) and (d), respectively;

(c) inserts a new subsection (b) as follows:

“(b) within 2 metres of the approach side of the nearest edge of the closest sidewalk on an intersecting street;”;

(d) strikes out subsection (c) and substitutes:

“(c) within 6 metres of the nearest edge of the closest sidewalk on an intersecting street:

- (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
      - (ii) at any other time;"; and
    - (e) strikes out subsection (d) and substitutes:
      - "(d) within 9 metres of the nearest edge of the pavement on an intersecting street where no sidewalk exists:
        - (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
        - (ii) at any other time."
6. In section 18.1, Council:
- (a) strikes out subsection (b) and substitutes:
    - "(b) headed in the direction of traffic:
      - (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
      - (ii) at any other time; and"; and
    - (b) strikes out subsection (c) and substitutes:
      - "(c) with the curbside wheels of the vehicle within 30 cm of the curb or edge of the roadway, except that, where a portion of a street designated by the City Engineer for the exclusive use of bicycle traffic is adjacent to the roadway, the curbside wheels of the vehicle are to be within 30 cm of the edge of the bicycle lane buffer that is furthest away from the nearest curb:
        - (i) wherever signs are displayed indicating that the zone, place or area is in the vicinity of a school, between the hours of 8:00 a.m. and 5:00 p.m. of any day on which school is regularly held, or
        - (ii) at any other time."
7. In section 21.6, Council strikes out "\$11.59" and substitutes "\$11.83".
8. In section 23.4, Council:
- (a) in subsections (a), (c), and (f), strikes out "\$77.19", and substitutes "\$78.73";
  - (b) in subsection (b), strikes out "\$367.20", and substitutes "\$374.54";
  - (c) in subsection (d), strikes out "\$56.97", and substitutes "\$58.11"; and

- (d) in subsection (e), strikes out "\$38.58", and substitutes "\$39.35".
9. In section 23.5, Council strikes out "\$77.19" and substitutes "\$78.73".
10. In section 23.6, Council:
- (a) in subsection (a), strikes out "\$1,373.33", and substitutes "\$1,400.79";
  - (b) in subsection (b), strikes out "\$686.66", and substitutes "\$700.40"; and
  - (c) in subsection (c), strikes out "\$312.12", and substitutes "\$318.36".
11. In section 23.8, Council:
- (a) in subsection (a), strikes out "\$10.40", and substitutes "\$10.61"; and
  - (b) in subsection (b), strikes out "\$5.20", and substitutes "\$5.31".
12. In section 30(7) Council:
- (a) in subsection (a), strikes out "\$102.94", "\$81.71" and "\$20.16" and substitutes "\$105.00", "\$83.35" and "\$20.57", respectively;
  - (b) in subsection (b), strikes out "\$143.26", "\$109.30", and "\$27.59", and substitutes "\$146.13", "\$111.49", and "\$28.14", respectively; and
  - (c) in subsection (c), strikes out "\$2,659.57" and substitutes "\$2,712.76".
13. In section 67A(6), Council:
- (a) in subsection (a), strikes out "\$123.19", and substitutes "\$125.65"; and
  - (b) in subsection (b), strikes out "\$41.51", and substitutes "\$42.34".
14. Council strikes out section 71G and substitutes the following:
- "71G. A person must not lay, construct, or reconstruct any sidewalk on any street, without having first:
- (a) obtained a permit issued by the City Engineer, which may include conditions such as a requirement to repair any damage to public property that occurs as a result of the work, including damage to curbs and pavement, to the satisfaction of the City Engineer; and
  - (b) paid to the City the following permit fee, exclusive of a goods and services tax imposed under the Excise Tax Act (Canada), in accordance with the fee schedule set out in section 71G (2):



For a sidewalk of up to and including 20 square metres.....\$119.04

For each additional square metre or part thereof.....\$10.81

To a maximum fee of.....\$835.75”.

15. In section 80(2), Council strikes out “\$522.12”, “\$740.21”, “\$2,259.99”, “\$4,244.63”, “\$8,446.39”, “\$10,105.65”, “\$1,040.59”, and “\$1,863.10”, and substitutes “\$537.79”, “\$762.42”, “\$2,327.79”, “\$4,371.97”, “\$8,699.78”, “\$10,408.82”, “\$1,071.81”, and “\$1,918.99”, respectively.

16. In section 88A, Council:

(a) from subsection (2)(b), strikes out “\$568.71” and “\$73.94”, and substitutes “\$580.09” and “\$75.42”, respectively; and

(b) from subsection (4), strikes out “\$74.67”, and substitutes “\$76.16”.

17. In section 96, Council strikes out “\$33.71” and “\$321.57”, and substitutes “\$34.39” and “\$328.00”, respectively.

18. In section 103(2), Council:

(a) strikes out the first list of provisions, and substitutes:

“17.6(e).....\$77.00

17.6(f) and 65.....\$70.00”;

(b) strikes out the fourth list of provisions, and substitutes:

“17.1(b), 17.2(a)(ii), 17.2(b), 17.2(c), 17.2(d)(ii), 17.2(e) through (j) inclusive, 17.4(e)(ii), 17.4(f)(ii), 17.5(a)(ii), 17.5(c)(ii), 17.5(d)(ii), 17.6(a) through (d) inclusive, 17.6(g), 17.6A, 17.7, 18.1(a), 18.1(b)(ii), 18.1(c)(ii), 18.2, 18.3, 19.1, 21.1 to 21.7 inclusive, 22.1, 22.4, 23.1, 23.1A, 23.3 and 30(2).....\$100.00”;

and

(c) strikes out the sixth list of provisions, and substitutes:

“17.1(a), 17.2(a)(i), 17.2(d)(i), 17.2(k) through (m) inclusive, 17.3, 17.4(a) through (d) inclusive, 17.4(e)(i), 17.4(f)(i), 17.5(a)(i), 17.5(b), 17.5(c)(i), 17.5(d)(i), 18.1(b)(i), 18.1(c)(i), and 48.....\$200.00”.

19. 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.

20. This By-law is to come into force and take effect on January 1, 2020.

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

\_\_\_\_\_  
Mayor

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

EXPLANATION

**By-law to amend the Street Utilities By-law No. 10361  
regarding 2020 fee increases and a plan review permit**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Street Utilities By-law No. 10361 regarding 2020 fee increases and a plan review permit.

Director of Legal Services  
December 10, 2019

**BY-LAW NO.**

**A By-law to amend the Street Utilities By-law No. 10361  
regarding 2020 fee increases and a plan review permit**

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

1. This By-law amends the indicated provisions of the Street Utilities By-law No. 10361.
2. In section 1.2, Council adds the following definitions in correct alphabetical order:

“plan review permit” means a permit required for City staff to review and approve plans for the proposed installation in the street of equipment owned by an electrical utility or natural gas utility, or for the proposed installation in the street of City-owned electrical, water, sewage, or drainage equipment;”.

“plan review permit applicant” means a person applying for a plan review permit under section 3.A.1”

3. Council inserts a new section 3.A as follows:

**“SECTION 3.A  
PLAN REVIEW PERMIT**

3.A.1 The owner of real property adjacent to part of a street where equipment owned by an electrical utility or natural gas utility, or where City-owned electrical, water, sewage or drainage equipment will be installed to directly benefit the real property as a result of the proposed development of the real property must apply for a plan review permit for the proposed installation of that equipment.

3.A.2 Any plan review permit applicant under section 3.A.1 must submit:

- (a) a completed application form in accordance with Schedule “D”, authorizing City staff to review the proposed installation in the street of equipment to be installed by an electrical utility or natural gas utility; or the proposed installation in the street of City-owned electrical, water, sewage, or drainage equipment; and
- (b) a fee for the plan review permit as calculated on the basis of Schedule A.

3.A.3 The City Engineer must issue a plan review permit to any owner of real property who complies with sections 3.A.1 and 3.A.2, after determining that the proposed work will not interfere with any other works, encroachments or other equipment.”

4. Council strikes out Schedule A and substitutes the document attached as Schedule A to this By-law, as the new Schedule A.
5. Council inserts a new Schedule D in correct alphabetical order by inserting the document attached as Schedule D to this By-law as the new Schedule D.

6. 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.

7. This By-law is to come into force and take effect on January 1, 2020, except sections 2, 3 and 5 which come into force and take effect on April 1, 2020.

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

\_\_\_\_\_  
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 \$703.75;
- (b) longer, a plan review and administration fee of \$2,111.24;

together with a fee of \$14.08 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, \$91.49 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>	\$285.61
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$203.91
Concrete Pavement	50 m <sup>2</sup> or more	\$145.17
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$102.83
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$84.68
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$210.52
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$115.06
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$77.91
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$69.87

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$67.86
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$263.55
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$192.66
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$127.30
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$110.48
Heavy Asphalt Pavement	More than 300 m <sup>2</sup>	\$97.91
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$254.88
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$200.77
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$184.62
Concrete Sidewalk	50 m <sup>2</sup> or more	\$144.30
Exposed Agg Sidewalk	All	\$337.31
Concrete Crossing	All	\$277.61
Curb & Gutter	Less than 10 lm	\$372.28
Curb & Gutter	10 lm or more	\$270.34
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$45.03
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$25.03
Brick or Paver Sidewalks	All	\$350.63
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab – 12" Thick with Integral Curb & Slab	All	\$344.10

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Thickened Sidewalk – 6"	All	\$250.14
Concrete Thickened Sidewalk – 10"	All	\$312.02
Integral Concrete Road & Curb - 8"	All	\$296.41
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$233.71
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$210.91
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$188.11
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$343.23
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$302.55
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$268.84
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$220.92
Asphalt/Concrete Pavement – follow behind	Install of 5" Asphalt when concrete cutback is done by Utility Group	\$64.59
Brick/Paver/Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Specialty Treatment Road Marking Repair		Quotes by street utilities committee only

#### Part 4 – Pavement degradation cost

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



Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 – 5 years	\$58.64
6 – 10 years	\$46.91
11 – 15 years	\$35.20
16 - 20 years	\$23.47
21 years or greater	\$11.73

# SCHEDULE D

## “SCHEDULE D



Suite 320 - 507 W. Broadway  
Vancouver, B.C., V5Z 0B4  
Tel: 604-873-7522  
Fax: 604-873-7255

FOR OFFICE USE ONLY  
Date Received

PLAN REVIEW PERMIT APPLICATION				
Complete this application form including payment for plan review and administration fee, and submit it to the City of Vancouver Utilities Management Branch. In this application, "applicant" means "plan review permit applicant" as defined in section 1.2 of the Street Utilities By-law No. 10361.				
SECTION 1 - PROPERTY OWNER INFORMATION				
Property Owner:	_____			
Address:	_____			
Tel No:	_____ Email: _____			
Development Address:	_____			
SECTION 2 - PLAN PREVIEW PERMIT INFORMATION				
Utility Plan Type:				
<input type="checkbox"/> BC Hydro	<input type="checkbox"/> FortisBC	<input type="checkbox"/> City Sewer	<input type="checkbox"/> City Water	<input type="checkbox"/> City Electrical
Drawing Number:	_____			
Alignment Length: *	_____			
Total Length of Catch Basin Leads:	_____			
Total Length of Connections:	_____			
*For storm and sanitary alignments that are in a joint trench the alignment length is the length of the trench.				
SECTION 3 - SIGNATURE				
Applicant Name (Print):	_____			
Applicant Signature:	_____			

**EXPLANATION**

**Crossing By-law amending By-law  
regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Crossing By-law to increase certain fees for 2020.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend Crossing By-law No. 4644  
regarding 2020 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 Crossing By-law.
- 2. In section 9 of the Crossing By-law, Council:
  - (a) strikes out "\$642.38" and substitutes "\$661.65"; and
  - (b) strikes out "\$78.58" and substitutes "\$80.94".
- 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, 2020.

ENACTED by Council this                      day of    , 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Encroachment By-law No. 4243  
regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Encroachment By-law to increase certain fees for 2020.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend Encroachment By-law No. 4243  
regarding 2020 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 Encroachment By-law.
2. In section 3A (3)(a), Council strikes out "\$1,040.40" and substitutes "\$1,061.21".
3. In section 3A (4), Council strikes out "\$55.40" and substitutes "\$56.51".
4. In Part A of the Schedule attached to the Encroachment By-law, Council strikes out "\$115.58", "\$10.50", and "\$811.41", and substitutes "\$119.04", "\$10.81", and "\$835.75", respectively.
5. In Part B of the Schedule attached to the Encroachment By-law, Council strikes out "\$1,061.21", "\$26.53", "\$318.36", "\$4,728.74" and "\$2,631.80", and substitutes "\$1,082.43", "\$27.06", "\$324.73", "\$4,823.32" and "\$2,684.43", respectively.
6. In Part C of the Schedule attached to the Encroachment By-law, Council strikes out "\$193.39" and "\$5.16", and substitutes "\$197.26" and "\$5.27", respectively.
7. 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.
8. This By-law is to come into force and take effect on January 1, 2020.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION**

**A By-law to amend Granville Mall By-law No. 9978  
regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Granville Mall By-law to increase certain fees for 2020.

Director of Legal Services  
December 10, 2019

C.

**BY-LAW NO.**

**A By-law to amend Granville Mall By-law No. 9978  
regarding 2020 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 Granville Mall By-law.
2. In section 14(a) Council strikes out "\$261.59" and substitutes "\$266.82".
3. In section 14(b) Council strikes out "\$33.69" and substitutes "\$34.36".
4. In section 14(c) Council strikes out "\$9.90" and substitutes "\$10.10".
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, 2020.

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

\_\_\_\_\_  
Mayor

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



**EXPLANATION**

**A By-law to amend  
Street Vending By-law No. 10868  
regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019, to amend Street Vending By-law No. 10868 regarding 2020 fee increases.

Director of Legal Services  
December 10, 2019

HG.

**BY-LAW NO.**

**A By-law to amend  
Street Vending By-law No. 10868  
regarding 2020 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 Vending By-law.
2. Council strikes out Schedule A of the Street Vending By-law, 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, 2020.

ENACTED by Council this                      day of                      , 2019

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Mayor

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City Clerk

**SCHEDULE A**

**“SCHEDULE A**

**FEES**

Application Fees

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

- (a) street vendor ..... \$55.20
- (b) display unit (including application by new owner)..... \$55.20
- (c) small patio (including application by new owner)..... \$55.20
- (d) large patio ..... \$220.82

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 ..... \$1,220.77 per year
  - (ii) non-food vending (stationary) unit ..... \$915.25 per year
  - (iii) mobile special event unit ..... \$39.67 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$ 329.35 per year
  - (ii) without motorized unit ..... \$165.30 per year
- (c) display unit
  - for each square meter of display area ..... \$53.35 per year
  - subject to a minimum fee of ..... \$138.89 per year
- (d) small patio
  - for one table and two chairs ..... \$127.42 per year
  - subject to a minimum fee of ..... \$382.26 per year
- (e) large patio  
Downtown (see Schedule B)

Summer Term (April 1 – October 31) = \$88.25 /m<sup>2</sup>

Winter Term (November 1 – March 31) = \$62.81 /m<sup>2</sup>

Outside of Downtown

Summer Term (April 1 – October 31) = \$62.54 /m<sup>2</sup>

Winter Term (November 1 – March 31) = \$44.61 /m<sup>2</sup>

- (f) farmers' market permit ..... \$602.14 per year
- (g) special event market permit ..... \$124.33 per block per day to a maximum fee of \$490.71 per day
- (h) daily mobile vendor (outside special event permit zone) ..... \$39.67 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..... \$1,220.77 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..... \$915.25 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

### **Street Distribution of Publications By-law amending By-law regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Street Distribution of Publications By-law to increase certain fees for 2020.

Director of Legal Services  
December 10, 2019

HG.

**BY-LAW NO.**

**A By-law to amend  
Street Distribution of Publications By-law No. 9350  
regarding 2020 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 Distribution of Publications By-law.

2. Council strikes out Part 1 of Schedule A to the Street Distribution of Publications By-law, and substitutes the following:

“Part 1 – Application fee

\$51.00 for a permit for a new location

\$20.40 for participation in a lottery for a new location”.

3. Council strikes out Part 2 of Schedule A to the Street Distribution of Publications By-law, and substitutes the following:

“Part 2 - Location fee

\$34.12 annually for each of 1 to 100 news boxes held by one person

\$102.32 annually for each of 101 or more news boxes held by one person

\$21.65 annually for each top row compartment in each multiple publications news box

\$10.82 annually for each bottom row compartment in each multiple publications news box

\$34.12 annually for each drop box”.

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

5. This By-law is to come into force and take effect on January 1, 2020.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
regarding new regulations and fee increases for 2020**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the By-law Notice Enforcement By-law No. 10201 regarding new regulations and fee increases for 2020.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
regarding new regulations and fee increases for 2020**

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. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.1, and substitutes the following:

"17.1(a)	Stop where prohibited during school hours	200	80	100
17.1(b)	Stop where prohibited	100	40	50".

3. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.2(a), and substitutes the following:

"17.2(a)(i)	Stop close to stop sign during school hours	200	80	100
17.2(a)(ii)	Stop close to stop sign	100	40	50".

4. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.2(d), and substitutes the following:

"17.2(d)(i)	Stop near crossing during school hours	200	80	100
17.2(d)(ii)	Stop near crossing	100	40	50".

5. Under the Street and Traffic By-law section of Schedule A, Council adds the following in the correct numerical and alphabetical order:

"17.2(l)	Stop in bicycle lane portion	200	80	100
17.2(m)	Stop in accessible-only parking portion	200	80	100".

6. Under the Street and Traffic By-law section of Schedule A, Council strikes out the lines for sections 17.4(a) through (d), and substitutes the following:

"17.4(a)	Stop on crosswalk	200	80	100
17.4(b)	Stop near crosswalk	200	80	100
17.4(c)	Stop on sidewalk	200	80	100
17.4(d)	Stop on sidewalk crossing	200	80	100".



7. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.4(e), and substitutes the following:

"17.4(e)(i)	Stop on boulevard during school hours	200	80	100
17.4(e)(ii)	Stop on boulevard	100	40	50".

8. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.4(f), and substitutes the following:

"17.4(f)(i)	Stop within intersection during school hours	200	80	100
17.4(f)(ii)	Stop within intersection	100	40	50".

9. Under the Street and Traffic By-law section of Schedule A, Council strikes out the lines for sections 17.5(a), (b) and (c), and substitutes the following:

"17.5(a)(i)	Stop near intersecting lane during school hours	200	80	100
17.5(a)(ii)	Stop near intersecting lane	100	40	50
17.5(b)	Stop within 2 m of intersecting sidewalk on approach side	200	80	100
17.5(c)(i)	Stop within 6 m of intersecting sidewalk during school hours	200	80	100
17.5(c)(ii)	Stop within 6 m of intersecting sidewalk	100	40	50
17.5(d)(i)	Stop near intersecting street during school hours	200	80	100
17.5(d)(ii)	Stop near intersecting street	100	40	50".

10. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 17.6(e), and substitutes the following:

"17.6(e)	Park longer than permitted	77	31	40".
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11. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 18.1(b), and substitutes the following:

"18.1(b)(i)	Park wrong direction during school hours	200	80	100
18.1(b)(ii)	Park wrong direction	100	40	50".

12. Under the Street and Traffic By-law section of Schedule A, Council strikes out the line for section 18.1(c), and substitutes the following:

"18.1(c)(i)	Park too far from curb during school hours	200	80	100
18.1(c)(ii)	Park too far from curb	100	40	50".

13. Council strikes out the Parking Meter By-law section of Schedule A, and substitutes the following:

**“Parking  
Meter By-law  
No. 2952**

4(1)	Park outside metered space	77	31	40
4(2)	Park at improper angle	77	31	40
4(3)	Park against traffic flow	77	31	40
5(3)(a)	Park longer than limit	77	31	40
5(4)(a)(i)	Meter with a fail display	77	31	40
5(4)(a)(ii)	Expired meter with zeros	77	31	40
5(4)(a)(iii)	Meter out of order	77	31	40
5(4)(b)	Expired meter time	77	31	40”.

14. 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.

15. This By-law is to come into force and take effect on January 1, 2020.

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**By-law to amend Parking Meter By-law No. 2952  
Regarding fees for 2020 and an update to the meter head display section**

The attached By-law will implement Council's resolution of December 10, 2019, to amend the Parking Meter By-law No. 2952 regarding fees for 2020 and an update to the meter head display section.

Director of Legal Services  
December 10, 2019



## EXPLANATION

### **A By-law to amend Water Works By-law No. 4848 regarding 2020 water rates and fees**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Water Works By-law No. 4848 regarding 2020 water rates and fees.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend Water Works By-law No. 4848  
regarding 2020 water rates and fees**

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

1. This by-law amends the indicated provisions of By-law 4848.
2. Council strikes out Schedules A, B, C, D, E, F, G and H and substitutes the following:

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

***Flat Rate Connection Fees***

<i>Service Pipe Size</i>	<i>Single-Family and Two-Family Dwelling with or without a Laneway House</i>
--------------------------	--

20 mm (3/4")	\$ 6,212.00
25 mm (1")	6,431.00
40 mm (1 1/2")	7,733.00
50 mm (2")	8,575.00

<i>Service Pipe Size</i>	<i>Other Connections</i>
--------------------------	--------------------------

20 mm (3/4")	\$10,429.00
25 mm (1")	10,850.00
40 mm (1 1/2")	12,521.00
50 mm (2")	12,521.00
100 mm (4")	18,102.00
150 mm (6")	22,390.00
200 mm (8")	24,450.00
300 mm (12")	34,409.00

***Service Pipe Removal Fees***

*Service Pipe Size*

20 mm (3/4") to 50 mm (2") inclusive	\$ 1,213.00
100 mm (4") to 300 mm (12") inclusive	3,639.00

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

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

Single Dwelling Unit	\$ 785.00
----------------------	-----------

Single-Family with suite or laneway house	1,065.00
Single-Family with suite and laneway house	1,345.00
For each strata title duplex	532.00
Parking Lot/Community Garden	\$ 241.00
Water Service - Turned Off	178.00
Other Property	178.00

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

*Fire Service Pipe Size*

50 mm (2") or smaller	\$ 238.00
75 mm (3")	357.00
100 mm (4")	493.00
150 mm (6")	570.00
200 mm (8")	667.00
250 mm (10")	710.00
300 mm (12")	760.00

**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 16 - April 30	Per unit	\$3.428
May 1 – October 15	Per unit	\$4.297

**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")	\$ 34.00
25 mm (1")	34.00
40 mm (1 1/2")	73.00
50 mm (2")	101.00
75 mm (3")	227.00
100 mm (4")	276.00

150 mm (6")	359.00
200 mm (8")	556.00
250 mm (10")	681.00
300 mm (12")	808.00

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

100 mm (4")	\$ 319.00
150 mm (6")	467.00
200 mm (8")	625.00
250 mm (10")	780.00
300 mm (12")	930.00

**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	\$ 347.00
Over 500 but not exceeding 2,000	679.00
Over 2,000 but not exceeding 9,000	1,020.00
Over 9,000 but not exceeding 24,000	1,716.00
Over 24,000 but not exceeding 45,000	2,567.00
Over 45,000	3,406.00

**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	\$1,204
25 mm (1") meter assembly and box	\$1,313

***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")	\$ 3,499.00	\$ 553.00
25 mm (1")	3,658.00	638.00
40 mm (1 1/2")	3,986.00	852.00
50 mm (2")	4,121.00	1,175.00
75 mm (3")	14,383.00	2,594.00
100 mm (4")	15,728.00	3,941.00
150 mm (6")	51,367.00	8,357.00
200 mm (8")	52,831.00	9,996.00
250 mm (10")	71,377.00	20,147.00



300 mm (12") 78,921.00 27,694.00

**SCHEDULE H  
Miscellaneous Fees and Charges**

Cross Connection Control Administration Fees	
First Assembly	\$ 32.00
Additional Assembly	13.00
Extra charge for inaccessible meter (per incident)	79.00
Special Meter Reading (per occurrence)	105.00
Customer Requested Meter Test (deposit)	210.00
Charges for Returned Cheques	37.00
Residual Water Pressure Estimate Fee	
Original calculation	38.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	47.00
City Crew call out fee (normal working hours) (per hour or portion thereof)	105.00
City Crew call out fee (outside normal working hours) (per hour or portion thereof)	210.00
Frozen pipe thawing	At cost (Section 5.4)".

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, 2020.

ENACTED by Council this      day of      , 2019

\_\_\_\_\_  
Mayor

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

EXPLANATION

14

**A By-law to amend Solid Waste By-law No. 8417  
regarding 2020 fee increases and miscellaneous amendments**

The attached By-law will implement Council's resolution of December 10, 2019, to amend the Solid Waste By-law No. 8417 regarding 2020 fee increases and miscellaneous amendments.

Director of Legal Services  
December 10, 2019



## SCHEDULE A

### RATES FOR LANDFILL AND TRANSFER STATION

#### I. Drop-off Rates

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

Solid waste, yard waste, food 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	\$147/tonne for 0 to 0.99 tonnes to a maximum of \$120 per load \$125/tonne for 1.00 to 8.99 tonnes to a maximum of \$810 per load \$99/tonne for 9.00 or more tonnes	\$20	\$10
Municipal garbage	\$113/tonne	\$20	\$10
Yard waste, food waste and wood waste	\$80/tonne	\$10	\$10
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 per 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, City of Delta).

Residential used gypsum (drywall) ..... \$200 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 .....\$19 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 ..... \$250 per tonne  
(\$50 minimum)

Burial fee for non-recyclable residuals from regional wastewater treatment plants, in addition to the Burns Bog Rate as defined by the Burns Bog Landfill Agreement between Greater Vancouver Sewerage and Drainage District, City of Vancouver and The City of Delta ..... \$280 per load

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 ..... \$90 per tonne

Demolition hog materials meeting the City Engineer's specifications for course demolition hog for surfacing tipping pads and temporary access roads ..... \$45 per tonne

Demolition hog materials meeting the City Engineer's specifications for regular (fine) demolition hog for surfacing tipping pads and temporary access roads..... \$10 per tonne

Crushed asphalt and concrete meeting the City Engineer's specifications ..... \$3 per tonne

Residential asbestos waste..... \$200 per tonne  
(\$10 minimum)

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, 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 City of Delta.

Compost rate .....\$8 per cubic meter  
(\$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 residential 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	\$87	\$110
120 litres	\$101	\$125
180 litres	\$118	\$145
240 litres	\$136	\$165
360 litres	\$171	\$204

**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 .....	\$65.00
weekly collection .....	\$86.00

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 .....	\$65.00
weekly collection .....	\$86.00

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 .....	\$29.00
weekly collection .....	\$33.00



**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, except for seniors licensed care and group homes, per calendar year, the following rates are payable concurrently with each year's real property taxes..... \$206.00 per recycling cart

For seniors licensed care and group homes 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 .....\$67.00 per recycling cart

**B. Additional Storage Charges**

For those properties which store recycling carts or PPP carts on streets or lanes .....\$205.00 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	\$152
180 litres	\$179
240 litres	\$206
360 litres	\$259

**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 ..... \$23.00

## EXPLANATION

### **A By-law to amend the Ticket Offences By-law No. 9360 Regarding Solid Waste By-law Offences**

The attached By-law will implement Council's resolution of December 10, 2019, to amend the the Ticket Offences By-law No. 9360 regarding Solid Waste By-law offences.

Director of Legal Services  
December 10, 2019

HC

**BY-LAW NO.**

**A By-law to amend the  
Ticket Offences By-law No. 9360  
Regarding Solid Waste By-law Offences**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council strikes out Table 5.2 and substitutes the following Table 5.2:

"Table 5.2  
Street and Traffic By-law

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer or Police Officer	Place or allow container to be placed on street	s. 71J(1)	\$250.00
	Failure to remove snow or ice from sidewalk	s. 76	\$250.00
	Deposit refuse on street	s. 84(1)	\$250.00
	Vehicle used to deposit refuse on street	s. 84(2)	\$250.00
	Fail to clean spilled load	s. 99(1)(b)	\$500.00
	Load not secured	s. 99(2)(a)	\$500.00

3. Council strikes out Table 9 and substitutes the following Table 9:

"Table 9  
Solid Waste By-Law

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer or Chief License Inspector	Garbage cart cannot close	s. 4.2(5)(e)	\$250.00
	Garbage cart overflow	s. 4.2(5)(g)	\$250.00
	Dispose of garbage in unauthorized cart	s. 4.2(5)(i)	\$250.00
	Non-recyclables in public receptacle	s. 5.9	\$250.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	No recycling program (non-residence)	s. 5.12(1)	\$250.00
	Dispose contrary to recycling program (non-residence)	s. 5.12(2)	\$250.00
	No recycling program (residence)	s. 5.13(1)	\$250.00
	Dispose contrary to recycling program (residence)	s. 5.13(2)	\$250.00
	Fail to provide recycling plan	s. 5.14(1)	\$250.00
	Non-compliant recycling plan	s. 5.14(2)	\$250.00
	Non organics in green cart	s. 6.6(b)	\$250.00
	Green cart cannot close	s. 6.6(f)	\$250.00
	No organic plan (non-residence)	s. 6.7A.1(1)	\$250.00
	Dispose contrary to organic plan (non-residence)	s. 6.7A.1(2)	\$250.00
	No organic plan (residence)	s. 6.7A.2(1)	\$250.00
	Dispose contrary to plan (residence)	s. 6.7A.2(2)	\$250.00
	Fail to provide organics plan	s. 6.7A.3(1)	\$250.00
	Non-compliant organics plan	s. 6.7A.3(2)	\$250.00
	Prohibited material in garbage	s. 7.4	\$250.00
	Garbage in public receptacle	s. 8.8	\$250.00
	Waste in public receptacle	s. 8.9	\$250.00
	Unlawful waste in private container	s. 9.1(1)	\$250.00
	Container unclean	s. 9.1(2)(a)	\$250.00
	Container overflow	s. 9.1(2)(b)	\$250.00
	Container unlocked	s. 9.1(2)(c)	\$250.00
	Fail to display address	s. 9.1(2)(d)	\$250.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	Container leak	s. 9.2A (1)(a)	\$250.00
	Rain or pests in container	s. 9.2A (1)(b)	\$250.00
	Container not in good condition	s. 9.2A (1)(c)	\$250.00
	Fail to keep container clean	s. 9.2A (1)(d)	\$250.00
	Fail to display name	s. 9.2A (1)(e)	\$250.00
	Fail to display address	s. 9.2A (1)(f)	\$250.00
	Fail to provide secure lock	s. 9.2A(1)(g)	\$250.00
	Collection vehicle leaking	s. 9.2A(2)	\$250.00
	Unlicensed container on street	s. 9.2A(5)	\$250.00
	Fail to obey order	s. 11.2	\$500.00

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

5. This by-law is to come into force and take effect on January 1, 2020.

ENACTED by Council this      day of      , 2019

\_\_\_\_\_  
 Mayor

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

## EXPLANATION

### **A By-law to amend Street and Traffic By-law No. 2849 regarding a 2020 fine increase**

The attached By-law will implement Council's resolution of December 10, 2019 to amend the Street and Traffic By-law No. 2849 regarding a 2020 fine increase.

Director of Legal Services  
December 10, 2019

HC.

**BY-LAW NO.**

**A By-law to amend Street and Traffic By-law No. 2849  
Regarding a 2020 fine increase**

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 103(9), Council strikes out "a minimum fine of \$100.00 and".
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, 2020.

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

\_\_\_\_\_  
Mayor

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



## EXPLANATION

### **A By-law to amend Sewer and Watercourse By-law No. 8093 regarding 2020 fee increases**

The attached By-law will implement Council's resolution of December 10, 2019, to amend the Sewer and Watercourse By-law No. 8093 regarding 2020 fee increases.

Director of Legal Services  
December 10, 2019

HL

**BY-LAW NO.**

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2020 fee increases**

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

1. This By-law amends the indicated provisions of By-law No. 8093.
2. Council 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)	\$11,858.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings	
	a) 4 inch/100 mm diameter	\$17,364.00
	b) 6 inch/150 mm diameter	\$20,958.00
	c) 8 inch/200 mm diameter	\$23,709.00
	d) 10 inch/250 mm diameter	\$27,350.00
	e) 12 inch/300 mm diameter	\$31,077.00
	f) 15 inch/375 mm diameter or greater	\$34,753.00
	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)	\$5,306.00
5.		New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,339.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$321.00

**PART III**

**FLAT RATES  
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$523.00
Single Family Dwelling with Suite	\$706.00
Single Family Dwelling with Laneway House	\$706.00
Single Family Dwelling with Suite and Laneway House	\$889.00
Strata Duplex (per dwelling unit)	\$354.00
2 Services, 1 Lot	\$1,045.00
3 Services, 1 Lot	\$1,566.00
4 Services, 1 Lot	\$2,090.00
Parking Lot/Garden	\$299.00

**PART IV**

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

Other Property	\$277.00
Turned Off, 1 Service	\$277.00
Turned Off, 2 Services	\$277.00
Turned Off, 3 Services	\$277.00

**PART V**

**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$3.362
Waste Discharge Permit User Rate	\$1.0955

**PART VI**

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

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.42
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.42
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$374.00

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, 2020.

ENACTED by Council this                      day of                      , 2019

\_\_\_\_\_  
Mayor

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