

EXPLANATION

A By-law to amend License By-law No. 4450 Regarding Donation Bin 2020 Fee

On May 28, 2019, Council resolved to amend the License By-law No. 4450 to regulate donation bins. Enactment of the attached By-law, which includes a correction to Schedule A of the License By-law, will implement Council's resolution.

Director of Legal Services
December 10, 2019

HC.

BY-LAW NO.

**A By-law to amend License By-law No. 4450
Regarding Donation Bin 2020 Fee**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council inserts the following into Schedule "A" immediately before "Dry Cleaner":

"Donation Bin	Per annum	\$155.00".
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3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 2, 2020.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION

A By-law to amend the Procedure By-law to correct minor errors

Enactment of the attached By-law will correct minor numbering errors in the Procedure By-law. Notice of this amendment was given in accordance with the Vancouver Charter.

Director of Legal Services
December 10, 2019

He

BY-LAW NO.

**A By-law to amend the Procedure By-law
to correct minor errors**

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

- 1. This By-law amends the provisions of the Procedure By-law No. 12577.
- 2. In section 8.7 (c), Council strikes "8.14" and replaces it with "8.13 or 8.14".
- 3. In section 8.7 (d), Council strikes "8.15" and replaces it with "8.13 or 8.14".
- 4. In section 13.14 (b), Council strikes "13.25 and 13.26" and replaces it with "13.24 and 13.25".
- 5. In section 13.14 (c), Council strikes "13.23 and 13.24" and replaces it with "13.22 and 13.23".
- 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 enactment.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION

Ticket Offences By-law amending By-law Re: Mountain View cemetery By-law

On October 22, 2019, Council approved amendments to the Mountain View Cemetery By-law, and the supporting report referenced consequential amendments to the Ticket Offences By-law.. Enactment of the attached By-law is supported by Council.

Director of Legal Services
December 10, 2019

EXPLANATION

By-law to amend License By-law No. 4450 regarding charitable food services

Enactment of the attached By-law will implement Council's resolution of November 27, 2019.

Director of Legal Services
December 10, 2019

HC .

BY-LAW NO.

**A By-law to amend License By-law No. 4450
regarding charitable food services**

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

- 1. This By-law amends the indicated provisions of the License By-law.
- 2. Council strikes the definition of "Food Vendor" from section 2 of the By-law and replaces it with:

"Food Vendor" means a holder of a licence issued under this By-law who sells prepared food or provides charitable food services.";

- 3. Council adds the following definitions to section 2 of the By-law in correct alphabetical order:

"Charitable Food Services" means the provision of food or prepared food for free or at low cost by an organization incorporated and in good standing under the Society Act, or registered as a charitable organization under the federal Income Tax Act."

- 4. Council strikes subsection 15.5 (2)(b) and replaces it with:

"(b) food service ware that contains polystyrene foam used in the course of providing charitable food services: or".

Severability

- 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.

Force and effect

- 6. This By-law is to come into force and take effect on January 2, 2020.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION

A By-law to amend Ticket Offences By-law No. 9360 regarding polystyrene foam

Enactment of the attached By-law will implement Council's resolution of November 27, 2019.

Director of Legal Services
December 10, 2019

HC.

BY-LAW NO. _____

**A By-law to amend Ticket Offences By-law No. 9360
regarding polystyrene foam**

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

1. This By-law amends the indicated provisions and schedules of Ticket Offences By-law No. 9360.
2. Council adds the rows listed in Schedule 1 to Table 3.
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 2, 2020.

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

Schedule 1

**Table 3
License By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Chief Licence Inspector or City Engineer	Food in polystyrene foam	Section 15.5(1)	\$500.00

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1025 West 13th Avenue**

On June 4, 2019 the Director of Planning approved in principle a development on the above noted property, subject to, among other things, 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 Arts, Culture and Community Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
December 10, 2019

HC.

1025 West 13th Avenue

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1025 West 13th 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:

014-674-793

Lot 13 Block 415 District Lot 526 Plan 1276

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 168.41(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)
[Applicant's lawyer to insert]

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
014-674-793 LOT 13 BLOCK 415 DISTRICT LOT 526 PLAN 1276

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):
1185475 B.C. LTD. (INC. NO. BC1185475)
COMPUTERSHARE TRUST COMPANY OF CANADA (INC. NO. A0052313) (AS TO PRIORITY)

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

453 WEST 12TH AVENUE
VANCOUVER BRITISH COLUMBIA
V5Y 1V4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

ANDREW PENG
Barrister & Solicitor
#211 - 1015 Austin Avenue
Coquitlam, B.C. V3K 3N9
Telephone: 604-839-8321

Execution Date		
Y	M	D
19	11	29

Transferor(s) Signature(s)
1185475 B.C. LTD., by its
authorized signatory(les):

Print Name: Austin Tran, Director

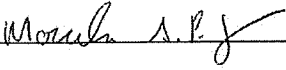
Print Name:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Marcella Souki Porto Cruz
Notary Public in and for
The Province of Ontario
100 University Avenue, 11th Floor
Toronto, ON M5J 2Y1
647-790-3154


Execution Date

Y	M	D
2019	12	02

Transferor / Borrower / Party Signature(s)

COMPUTERSHARE TRUST
COMPANY OF CANADA, by its
authorized signatory(ies):

P.U.
Print Name: **Pooja Ghatkar**
Administrator, MBS


Print Name: **Aaron Cao**
Professional, MBS

CITY OF VANCOUVER, by its
authorized signatory:

Print Name: _____

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire instrument

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u 13

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the above Covenant priority over
Mortgage CA7191827 and Assignment of Rents
CA7191828

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING

1025 W. 13th Avenue

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 1185475 B.C. LTD., is called the "Owner", as more particularly defined in Section 1.1(r); and
 - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2019-00260 (the "Development Application") to permit the interior and exterior alterations to an existing multiple dwelling on the Lands containing 9 units and an addition of 1 rental unit in the basement for a total of 10 dwelling units providing 4 surface parking spaces having vehicular access from the lane (the "Development"), which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units in the New Building as market rental housing units for the longer of 60 years and life of the New Building and the following additional conditions in respect of those units:
- a) that such units may not be subdivided by deposit of a strata plan;
 - b) that none of such units may be separately sold;
 - c) that none of such units will be rented for less than one month at a time; and
 - d) such other terms and conditions as the General Manager of Arts, Culture and community Services and the Director of Legal Services may in their sole discretion require; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by 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 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) **"Development"** has the meaning ascribed to it in Recital C;
- (g) **"Development Application"** has the meaning ascribed to it in Recital C;
- (h) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"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;
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (n) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (o) "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, judgements, builders liens, 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;
- (p) "New Building" means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) "Owner" means the registered owner of the Lands as of the Effective Date, namely 1185475 B.C. LTD., and its successors and permitted assigns;
- (s) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) "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 on a month-to-month basis or longer 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;
- (u) "Rental Housing Units" means the ten (10) residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and "Rental Housing Unit" means any one of them;
- (v) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Rental Housing Units" means all of such units;

- (w) "Residential Tenancy Act" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (x) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (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 Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation*. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time*. Time will 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 will be local Vancouver, British Columbia time.

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

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than ten (10) Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all such ten (10) Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than ten (10) Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every one of the Rental Housing Units is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 6.7;
- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (g) throughout the Term, that any sale of any Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New

Building or any part thereof, in contravention of the covenant in Section 2.1(f), 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;

- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred;
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the remaining duration of the Term.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

3.1 **No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 4, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RELEASE AND INDEMNITY**

4.1 **Release and Indemnity.** Subject to Section 4.2, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, 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 New Building or any part thereof;
 - (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; and

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; and

The indemnities in this ARTICLE 4 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

4.2 **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 4.2(b),

the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(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 4.2(b); and

- (c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(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.

4.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 4 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 5 NOTICES

5.1 Notices. 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, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

- (a) If to the City, addressed to:

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, addressed to:

1185475 B.C. Ltd.
203 - 4676 Main Street
Vancouver, British Columbia
V5V 3R7

Attention: President

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

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

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

ARTICLE 6 MISCELLANEOUS

6.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

6.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, 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 any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

6.3 Enforcement. 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 will be entitled to court costs on a solicitor and own client basis.

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

6.5 Further Assurances. The Owner will 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 including all acts necessary to ensure that this Agreement is noted on title to the Lands.

6.6 Owner's Representations. 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.

6.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 6.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

6.8 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.

6.9 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.

6.10 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.

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7191827 and the Assignment of Rents registered under number CA7191828;
- (b) "Existing Chargeholder" means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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

Zoning and Development Fee By-law amending By-law regarding 2020 fee increases

Enactment of the attached By-law will implement Council's resolution of September 11, 2019 to increase fees for 2020.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.
2. Council strikes Schedule 1 and Schedule 2 attached to the Zoning and Development Fee By-law, and replaces them with the Schedule 1 and Schedule 2 attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A

Schedule 1

Development Permits

Current Fees

One-Family Dwelling, One-Family Dwelling with Secondary Suite, Two-Family Dwelling, Two-Family Dwelling with Secondary Suite and Laneway House

- | | | |
|-----|--|------------|
| 1 | For a new one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, and its accessory building or accessory use to an existing one or two family dwelling or one or two-family dwelling with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m ² in gross floor area: | |
| | (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law | \$2,320.00 |
| | (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C | \$3,370.00 |
| | (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel | \$5,410.00 |
| 1A. | Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one or two-family dwelling or one or two-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m ² in gross floor area: | |
| | (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law | \$589.00 |
| | (b) in all other cases | \$1,160.00 |
| 1B. | For conversion of a one-family dwelling to a one-family dwelling with secondary suite | \$808.00 |

1C.	Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule	\$3,860.00
1D.	Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule	\$3,860.00
1E.	For a permit for a laneway house:	
	(a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required	\$1,290.00
	(b) in all other cases	\$1,980.00

Multiple Dwellings & Freehold Rowhouses

2	For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,290.00
	For each additional 100 m ² of gross floor area or part	\$642.00
	Maximum fee	\$52,000.00
	(b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,790.00
	For each additional 100 m ² of gross floor area or part	\$1,190.00
	Maximum fee	\$230,700.00

Other Uses (Other Than One- or Two-family or Multiple Dwellings)

3	For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	

Each 100 m ² of gross floor area or part up to 500 m ²	\$882.00
For each additional 100 m ² of gross floor area or part	\$423.00
Maximum fee	\$43,300.00

- (b) where the permit would be issued as a conditional approval except as provided in Section 3 (a):

Each 100 m ² of gross floor area or part up to 500 m ²	\$1,590.00
For each additional 100 m ² of gross floor area or part	\$988.00
Maximum fee	\$230,700.00

Alterations, Changes of Use (Other Than One- or Two-family Dwellings)

- 4 For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part thereof	\$759.00
Maximum fee	\$6,080.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 4 (a):

Each 100 m ² of gross floor area or part thereof	\$1,100.00
Maximum fee	\$7,860.00

- (c) where the change of use does not require a comprehensive development review or minor amendment
- \$385.00

Outdoor Uses

- 5 For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 200 m ² of site area or part up to 1 000 m ²	\$589.00
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	Each additional 200 m ² of site area or part	\$201.00
(b)	where the permit would be issued as a conditional approval, except as provided in Section 5(a):	
	Each 200 m ² of site area or part up to 1 000 m ²	\$808.00
	Each additional 200 m ² of site area or part	\$385.00
5A	For a Farmers' Market	\$713.00

Developments Requiring Development Permit Board Approval

6	For an application which proceeds to the Development Permit Board:	
(a)	instead of the fees referred to in Sections 1 to 4:	
	Each 100 m ² of gross floor area or part up to 15 000 m ²	\$1,410.00
	Each additional 100 m ² of gross floor area or part over 15 000 m ²	\$269.00
(b)	instead of the fees referred to in Section 5:	
	Each 200 m ² of site area or part up to 1 000 m ²	\$890.00
	Each additional 200 m ² of site or part	\$431.00

Child Day Care Facility, Cultural Facility or Social Service Centre

7	For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society	\$749.00
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Demolitions

8	For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District	\$411.00
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Preliminary Applications

9	For an application in preliminary form only	25% of the fee that would, except for this provision, apply (with a minimum fee of \$856.00)
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NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

Revisions

- 10 For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- | | |
|---|--|
| (a) sections 1 and 7 of this schedule | \$385.00 |
| (b) all other sections of this schedule | 10% of the fee that would, except for this provision, apply (with a minimum fee of \$706.00) |

Minor Amendments

- 11 For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:

- | | |
|---|--|
| (a) where the original permit was issued under Sections 1 and 7 of this schedule | \$385.00 |
| (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey | 25% of the fee that would, except for this provision, apply (with a minimum fee of \$385.00) |

Extensions And Renewals

- 12 For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void

\$808.00

- 13 For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:

- | | |
|---|----------|
| (a) for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$358.00 |
|---|----------|

- (b) For all other uses \$757.00

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

- 14 For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board No Charge

Application Following Refusal

- 15 Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. 50% of original application fee

Changes to Form of Development in CD-1 District

- 16 For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law \$5,970.00 plus the development application fees that would, except for this provision, apply

Maintenance of Heritage Buildings

- 17 For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District \$73.90

Awnings

- 18 For an awning where the permit will be issued combined with a building permit or a sign permit \$256.00

Higher Building Application Fee

- 19 Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m, unless fee was collected under Schedule 2 during Rezoning \$60,000.00

Schedule 2

Zoning By-law Amendments

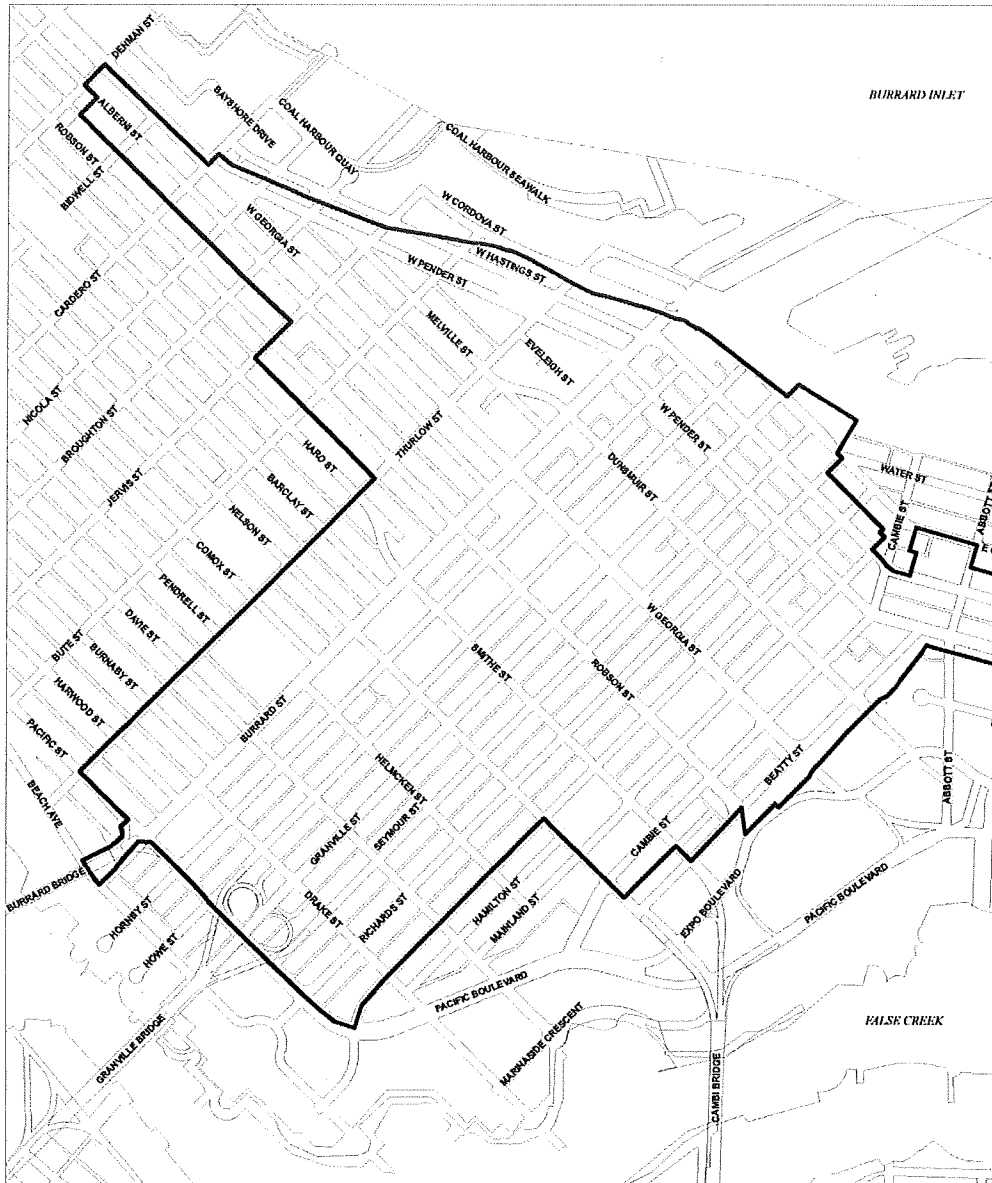
Change Zoning District (Except to CD-1)

1	For an amendment to the Zoning District Plan to re-designate from one zoning district to any other zoning district except a new Comprehensive Development District:	
	Up to 2,000 m ² site area	\$40,394.00
	For each additional 100 m ² of site area or part thereof	\$363.00
	Maximum fee	\$161,700.00

Text Amendments (Except CD-1)

2	For an amendment to the text of the Zoning and Development By-law	\$32,420.00
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Map 1 - Downtown Area



New CD-1 or Amendment to Existing CD-1

- 3 For an amendment to the Zoning District Plan to re-designate from a zoning district to a new Comprehensive Development District,
- or -
for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:

- (a) Within the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:

Up to 2 000 m² site area

\$142,500.00

	For each additional 100 m ² of site area or part thereof	\$1,010.00
	Maximum fee	\$216,300.00
(b)	Within the downtown area shown on Map 1, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$181,100.00
	For each additional 100 m ² of site area or part thereof	\$1,290.00
	Maximum fee	\$1,545,000.00
(c)	Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m ² :	
	For the first 2 000 m ² of site area	\$59,400.00
	For each additional 100 m ² of site area or part thereof	\$1,010.00
	Maximum fee	\$216,300.00
(d)	Outside the downtown area shown on Map 1, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$181,100.00
	For each additional 100 m ² of site area or part thereof	\$1,290.00
	Maximum fee	\$1,545,000.00
(e)	Where the site area is 40 000 m ² or greater:	
	For the first 40 000 m ²	\$1,545,000.00
	For each additional 100 m ² of site area or part thereof	\$1,960.00
	Maximum fee	\$5,150,000.00

Reduced Fees for Large Sites with Limited Changes

- 4 Despite sections 3 (e) and 5 of this Schedule 2, for a site area of 40 000 m² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council is to be:

For the first 40 000 m ² of site area	\$515,000.00
For each additional 100 m ² of site area or part thereof	\$515.00

Reduced Fees for Large Sites with Limited Minor Changes

5 Notwithstanding 3 (e) and 4 of this Schedule 2, for a site area of 40 000 m² or more, provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.

For the first 40 000 m ² of site area	\$103,000.00
For each additional 100 m ² of site area or part thereof	\$258.00

Amend CD-1 (One Section Only)

6 Notwithstanding sections 3, 4 and 5 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment	\$23,560.00
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Higher Building Application Fee

7 Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018	\$60,000.00
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Application requiring Rezoning Advice

8 Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing drawings and providing comments prior to an application made under Sections 1, 3, 4, 5 or 6.

- (a) Within the downtown area shown on Map 1:

Up to 2 000 m ² site area	\$5,780.00
For each additional 100 m ² of site area or part thereof	\$103.00
Maximum fee	\$10,300.00

(b)	Outside the downtown area shown on Map 1:	
	Up to 2 000 m ² site area	\$4,420.00
	For each additional 100 m ² of site area or part thereof	\$103.00
	Maximum fee	\$7,730.00
(c)	Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under Section 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services	10% of the regular fee

Application requiring policy, planning and consultation work

9	Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation prior to an application being made under Section 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation prior to determining a preferred option for rezoning, the additional fee is as follows:	
(a)	Where the site area is less than 8 000 m ²	
	For the first 2 000 m ² of site area	\$51,500.00
	For each additional 100 m ² of site area or part thereof	\$515.00
	Maximum fee	\$123,600.00
(b)	Where the site area is 8 000 m ² or greater but smaller than 40 000 m ²	
	For the first 8 000 m ² of site area	\$123,600.00
	For each additional 100 m ² of site area or part thereof	\$1,030.00
	Maximum fee	\$721,000.00
(c)	Where the site area is greater than 40 000 m ²	
	For the first 40 000 m ² of site area	\$721,000.00
	For each additional 100 m ² of site area or part thereof	\$1,030.00
	Maximum fee	\$6,180,000.00

Application requiring an Issues Report

- 10 Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under Section 1, 3, 4, 5 or 6, the additional fee is: \$10,300.00

EXPLANATION

A By-law to amend the Subdivision By-law Re: 2020 fee increases

Enactment of the attached By-law will implement Council's resolution of September 11, 2019, to increase fees for 2020.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Subdivision By-law No. 5208 Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council strikes Schedule F (Fees) of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law \$130,800.00

2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$65,400.00

3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$11,260.00

4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$552.00

 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

- | | | |
|----|---|-------------|
| 5. | CLASS V (Air Space) - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act | |
| | (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 | \$93,900.00 |
| | (b) for developments having a Floor Space Ratio (FSR) of less than 3.0 or less, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as libraries, theatres and other cultural amenities, for-profit affordable rental housing, social housing or day care | \$47,700.00 |
| 6. | CLASS VI (Freehold Rowhouses) – For an application to subdivide pursuant to Section 223.2 of the Land Title Act | \$11,260.00 |
| | Plus, per freehold lot | \$1,470.00 |
| 7. | RECLASSIFICATION - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District | \$5,730.00 |
| 8. | STRATA APPLICATIONS - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act | \$5,730.00 |

Note: *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

EXPLANATION

Building By-law amending By-law Re: 2020 Fee Increases

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Building By-law to increase fees for 2020.

Director of Legal Services
December 10, 2019

HC.

BY-LAW NO.

**A By-law to amend
Building By-law No. 12511 to increase fees for 2020**

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

1. This By-law amends the indicated provisions of Building By-law No. 12511.
2. Council strikes Schedule of Fees in Schedule 1 (Book I – General) and Schedule 2 (Book II – Plumbing Systems), respectively and replaces them with the Schedule of Fees attached to this By-law.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2020.

ENACTED by Council this day of , 2019

Mayor

City Clerk

SCHEDULE OF FEES

PART A - BUILDING

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:
- (a) Except as provided for in Clauses (b) for the CONSTRUCTION of any BUILDING, or part thereof:
 - When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$163.00
 - For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$10.40
 - For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$5.25
 - (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:
 - (i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500
 - (ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$103.00
 - (c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1.9. of Book I, Division C and Book II, Division C of this By-law, the daily fee shall be for each 10 m² or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied \$3.30
 - Subject to a minimum fee of \$113.00
 - Flat rate for each portable toilet \$113.00
 - (d) For an OCCUPANCY PERMIT not required by this By-law but requested \$235.00

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|-----|--|------------|
| (e) | For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3: | |
| | For each DWELLING UNIT | \$1,180.00 |
| | For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household | \$1,180.00 |
| (f) | For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 | \$1,180.00 |
| (g) | For the repair of building walls pursuant to requirements of Book I, Division B, Part 5 for any residential building | Nil |

2. The fees hereinafter specified shall be paid to the City as follows:

- | | | |
|-----|--|----------|
| (a) | For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time: | |
| | For each hour or part thereof | \$320.00 |
| (b) | For a plan review where an applicant requests in writing that the review be carried out during overtime: | |
| | For each hour or part thereof | \$320.00 |
| (c) | For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection: | |
| | For each hour or part thereof | \$212.00 |
| (d) | For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected | \$212.00 |
| (e) | For each inspection of a drainage tile system: | |

For a one- or two-family residence	\$218.00
For all other drain tile inspections:	
When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000	\$426.00
When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000	\$852.00
When the estimated cost of the work exceeds \$1,000,000	\$1,070.00
(f) For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:	
For a residential building containing not more than 2 principal dwelling units	\$273.00
For all other BUILDINGS	\$548.00
(g) To access plans (electronic or on microfilm) or documents for viewing or copying	\$46.50
(h) For each microfilm image or electronic file copied	\$12.80
(i) For a request to renumber a BUILDING	\$1,014.00
(j) For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C	50% of the original BUILDING PERMIT fee to a maximum of \$391.00
(k) For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$2,560.00
(l) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Subsection 1.6.6. of Book I, Division C and Book II, Division C	

where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE	\$212.00
plus for each hour, or part thereof, exceeding one hour	\$212.00
where the PERMIT relates to any other BUILDING	\$642.00
plus for each hour, or part thereof, exceeding one hour	\$320.00
(m) For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$390.00
(n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book I, Division C	
for each application	\$897.00
(o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions	
for each application	\$513.00
(p) For review by the alternative solution review panel	\$2,870.00
(q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2	\$320.00

3. Upon written application of the payor and on the advice of the Acting General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:

- (a)** for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
- (b)** for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES	\$212.00
Each additional FIXTURE	\$66.60

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 m of piping or part thereof	\$311.00
For each 30 m of piping or part thereof, exceeding the first 30 m	\$86.50
Connection of the City water supply to any hydraulic equipment	\$117.00

2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof	\$311.00
Each additional inspection for each 30 m of water supply pipe or part thereof	\$128.00

Sprinklers:

First head, one- or two-family dwelling	\$354.00
First head, all other buildings	\$753.00

First head, renovations to existing sprinkler systems	\$219.00
Each additional head, all buildings (no limit on number)	\$3.90

Firelines:

Hose Cabinets	\$41.00
Hose Outlets	\$41.00
Wet & Dry Standpipes	\$41.00
Standpipes	\$41.00
Dual Check Valve In-flow Through Devices	\$41.00
Backflow Preventer	\$212.00

Wet & Dry Line Outlets:

Each connection	\$41.00
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$331.00
Each Fire Hydrant	\$102.00

3. REINSPECTIONS

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$212.00
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4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof	\$212.00
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An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$320.00
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5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof	\$311.00
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Each additional inspection for each 30 m of BUILDING SEWER or
part thereof \$128.00

PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application, pay to the City the
fee set out hereunder:

For each OPERATING PERMIT Nil

EXPLANATION

27

**Gas Fitting By-law amending By-law
Re: 2020 Fee increases**

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Gas Fitting By-law to increase fees.

Director of Legal Services
December 10, 2019

HC.

BY-LAW NO.

**A By-law to amend
Gas Fitting By-law No. 3507 Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. Council strikes the Fee Schedule of the Gas Fitting By-law, and substitutes for it the Fee Schedule attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A
FEE SCHEDULE

Domestic Installations:

This fee is for one family dwellings only. Any other occupancy shall be charged under "Commercial and Industrial Installation" rates.

One, two or three appliances	\$212.00
Each additional appliance	\$67.00
Each replacement water heater or gas range	\$117.00

Where piping only is being installed, see "Piping Permits" below.

Commercial and Industrial Installations

Fee for each appliance, based on BTU/hour input rating:

65,000 or less	\$270.00
65,001 to 200,000	\$289.00
200,001 to 409,000	\$330.00
Over 409,000	\$402.00

in addition to all costs incurred by the inspector.

Vent or Gas Value or Furnace Plenum (no appliances)

One, two or three units	\$212.00
Each additional unit	\$67.00

Piping Permits (no appliances)

For first 60 m of house piping or part thereof	\$212.00
Every 30 m or part thereof exceeding the first 60 m	\$81.90

Reinspections

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$212.00
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Special Inspections

To establish the fitness of any existing installations, for each hour or part thereof	\$212.00
If conducted with a Plumbing Inspection, for each hour of part thereof	\$212.00
If outside normal working hours, and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$320.00

EXPLANATION

**Secondary Suite Inspection Fee By-law
amending By-law
Re: 2020 Fee increases**

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Secondary Suite Inspection Fee By-law to increase fees.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Secondary Suite Inspection Fee By-law No. 6553
Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Secondary Suite Inspection Fee By-law No. 6553.
2. Council strikes section 3, and substitutes:
 - “3. Where an application for a special inspection of a suite is made:
 - (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$212.00; or
 - (b) more than 60 days after the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$637.00.”
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

EXPLANATION

29

**Protection of Trees By-law amending By-law
Re: 2020 Fee increases**

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Protection of Trees By-law to increase fees for 2020.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Protection of Trees By-law No. 9958
Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Protection of Trees By-law No. 9958.
2. Council strikes "\$82.00" from section 4.4 (c) (i), and substitutes "\$84.50".
3. Council strikes "\$236.00" from section 4.4 (c) (ii), and substitutes "\$243.00".
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

Sign Fee By-law amending By-law Re: 2020 Fee increases

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Sign Fee By-law to increase fees for 2020.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Sign Fee By-law No. 11880 to increase fees**

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

1. This By-law amends the indicated provisions of the Sign Fee By-law No. 11880.
2. Council strikes Schedule 1 of the Sign Fee By-law, and substitutes for it Schedule 1 attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A

SCHEDULE 1

Fees and Charges

	Current Fees
1.1 Permit Application Fee	
(a) For each sign requiring a permit, other than a billboard, including one building field inspection	\$339.00
(b) For each sign subject to Part 15 Director of Planning Review, including one building field inspection	\$800.00
(c) For each billboard sign, including one building field inspection	\$800.00
(d) For each sign requiring electrical connection, including one electrical field inspection	\$172.00
(e) For a change of scope to require Part 15 Director on Planning Review, the additional fee is the difference between the fees set out in subsections (a) and (b) above	
1.2 Re-Inspection Fee	
Where a re-inspection is required to finalize approval of the installation of a sign after any field inspection, fee for each additional inspection or re-inspection	\$195.00
1.3 Fee for Sign Erected without Permit	
If a sign has been erected for which a sign permit is required, before a sign permit has been issued the fee is double the applicable fee or fees under section 1.1	
1.4 Fee for Revisions to Sign Permit	
Where a sign permit has been issued and must be revised, the fee for review by City staff	\$51.90/hour
1.5 Sign By-Law Amendment Application Fees	
Amendment to Schedule A	
For an application to initiate an amendment to Schedule A only to assign a new Comprehensive Development District to a Sign District Schedule at the time of re-zoning	\$692.00

Minor Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a minor amendment \$3,460.00

For every additional sign requiring a minor amendment under the same application \$692.00

Major Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a major amendment \$7,850.00

For every additional sign requiring a major amendment under the same application \$1,570.00

By-Law Amendment for new Sign District

For an application to initiate amendments to the Sign By-Law to create a new Sign District \$23,070.00

1.6 Fees for Removal and Storage of Unsafe Signs

(a) Fee for removal and transportation of signs that are certified by the City Building Inspector to be structurally unsafe at cost

(b) Daily storage fee \$ 28.80

EXPLANATION

Miscellaneous Fees By-law amending By-law Re: 2020 Fee increases

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Miscellaneous Fees By-law to increase fees for 2020.

Director of Legal Services
December 10, 2019

He.

BY-LAW NO.

**A By-law to amend
Miscellaneous Fees By-law No. 5664
Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. Council strikes Schedule 1 of the Miscellaneous Fees By-law, and substitutes it for Schedule 1 attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A

Schedule 1

1.	Adopt or Amend an Area Development Plan (ADP)	
	For adoption or amendment of an Area Development Plan:	
	Up to 0.4 ha (43,128 sq. ft.) site area	\$34,700.00
	For each additional 100 m ² (1,080 sq. ft.) of site area, or part thereof	\$337.00
	Maximum fee	\$138,400.00
2.	Amend an Official Development Plan (ODP) and Area Development Plan (ADP)	
	For an amendment to the text of an Official Development Plan and any associated Area Development Plan	\$52,100.00
3.	Amend a Regional or Provincial Land Use Designation	
	For an amendment of a regional or provincial land use designation	\$3,500.00
4.	Research Requests	
	For research requests:	
	(a) Research requests requiring up to a maximum of 2 hours of staff time	\$281.00
	(b) Extensive research requests (as time and staffing levels permit):	
	For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above	\$141.00
5.	Site Profile Review	
	For each review of a site profile	\$100.00
6.	Appeal to Board of Variance/Parking Variance Board	
	For the filing of an appeal	\$2,300.00

7. **Approved Use Research Requests**

Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws

(a) Residential	\$64.20
(b) Commercial (one unit only)	\$64.20
(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time	\$281.00
For each additional hour or part thereof beyond the 2 hours referred in clause (c) above	\$141.00

8. **Producing Permit/Document Copies**

Provide paper copies of permits or specific documents from either microfiche or our images database.

(a) 1 to 3 paper copies	\$62.30
(b) Each additional copy	\$12.30

9. **File Research Environmental**

Provide written information as to whether the City records indicate that a property has any contamination or environmental issues	\$281.00
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10. **Building Grades**

The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:

- (a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:

Length of property abutting street or lane, or both, is	
Up to 31 m	\$1,660.00
Over 31 m and up to 90 m	\$1,990.00
Over 90 m and up to 150 m	\$2,790.00
Over 150 m and up to 300 m	\$4,120.00
Over 300 m	\$6,100.00

- (b) Where the applicant provides approved building grade survey

information to the City for the purpose of calculating the design elevations of the required streets and lanes:

	Length of property abutting street or lane, or both, is	
	Up to 31 m	\$496.00
	Over 31 m and up to 90 m	\$657.00
	Over 90 m and up to 150 m	\$819.00
	Over 150 m and up to 300 m	\$1,150.00
	Over 300 m	\$1,820.00
11.	Traffic Management Plan Review	
	(a) Where the review is less than 1 hour of staff time	\$64.20
	(b) Where the review is 1 to 15 hours of staff time	\$642.00
	(c) Where the review is over 15 hours of staff time	\$1,802.00
12.	Discharge of a Registered Encumbrance	
	(a) Where the review requires up to 2 hours of staff time	\$256.00
	(b) Where the review requires more than 2 hours of staff time	\$642.00
13.	Road Closure Fee	\$10,773.00

EXPLANATION

Electrical By-law amending By-law Re: 2020 Fee increases

The attached By-law will implement Council's resolution of September 11, 2019 to amend the Electrical By-law to increase fees for 2020.

Director of Legal Services
December 10, 2019

HC.

BY-LAW NO.

**A By-law to amend
Electrical By-law No. 5563 Regarding Fees for 2020**

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

1. This By-law amends the indicated provisions of Electrical By-law No. 5563.
2. Council strikes Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law as Appendix 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

Mayor

City Clerk

APPENDIX A

SCHEDULE A

1. **The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

When the estimated cost does not exceed \$250	\$79.30
When the estimated cost exceeds \$250 but does not exceed \$500	\$107.00
When the estimated cost exceeds \$500 but does not exceed \$700	\$140.00
When the estimated cost exceeds \$700 but does not exceed \$1,000	\$182.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000	\$182.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$59.90
When the estimated cost exceeds \$10,000 but does not exceed \$50,000	\$833.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$10,000	\$32.30
When the estimated cost exceeds \$50,000 but does not exceed \$100,000	\$2,350.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000	\$19.60
When the estimated cost exceeds \$100,000 but does not exceed \$500,000	\$3,480.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$13.80
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000	\$9,790.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$10.40

	When the estimated cost exceeds \$1,000,000	\$16,110.00
	plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000	\$4.60
2.	The temporary power permit shall be valid for one year and the fee shall be:	
	(a) for single and two-family dwellings	\$432.00
	(b) for all other uses where the temporary power is supplied from a power source not exceeding 750V	\$457.00
	(c) for all other uses where the temporary power is supplied from a voltage power exceeding 750V	\$1,260.00
3.	The City Electrician may issue an annual permit where one person, firm or corporation has more than one site, the fee for an annual permit for any one building or site shall be as follows:	
	Total service supply or power supply rating up to and including the first 500 kVA	\$439.00
	For 10 kVA or part thereof exceeding the first 500 kVA	\$9.30
	Subject to a maximum fee of	\$5,550.00
4.	The Fees for an Electrical Permit for the Entertainment and Film Industry	
	(a) For an annual permit for filming in a single location	\$654.00
	(b) For an annual permit for filming in multiple locations	\$1,260.00
	(c) For a Temporary permit for filming in a single or multiple locations	
	for up to 14 days	\$212.00
	for 15 to 30 days	\$426.00
	for 31 to 60 days	\$639.00
	for 61 to 90 days	\$1,070.00
5.	The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates	\$212.00

from approved plans, for each hour or part thereof

- | | | |
|------------|--|-------------------|
| 6. | The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be | \$212.00 |
| 7. | The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof | \$306.00 |
| 8. | Fees for an Electrical Permit for installations related to tents and similar structures | |
| | (a) Where each installation that is supplied from a portable single-phase generator rated at not more than 5kW | \$107.00 |
| | (b) Where each installation that is supplied from a portable generator rated at more than 5kW or from any other temporary or permanent power source not exceeding 750V | |
| | for up to 14 days | \$212.00 |
| | for 15 to 30 days | \$424.00 |
| | for 31 to 60 days | \$638.00 |
| | for 61 to 90 days | \$1,060.00 |
| | (c) Where each installation is supplied from a High Voltage power source | \$1,280.00 |
| 9. | The fee for an application for special permission pursuant to Section 4.9 shall be | \$195.00 |
| 10. | For electrical equipment in trade shows that has not been approved in accordance with the provisions of the Electrical By-law, the fee for an application for permission to display or energize for up to 14 days | \$195.00 |

EXPLANATION

33

**A By-law to amend the Noise Control By-law
regarding 2020 Fee Increase**

Enactment of the attached By-law will implement Council's resolution of September 11, 2019, to increase fees for 2020.

Director of Legal Services
December 10, 2019

APPENDIX A

Schedule E

Application under section 17 of the Noise Control By-law

The application noted in section 17(1) shall be in writing and submitted to the Director of Licences and Inspections at least five working days prior to the date of the proposed activity, and shall contain:

- (a) the name, address, and telephone number of the applicant;
- (b) the address of the construction site;
- (c) the building permit number, if applicable;
- (d) the reason(s) the exception is sought;
- (e) a description of the source(s) of noise in respect of which the exception is sought;
- (f) the exact period of time for which the exception is desired;
- (g) the reason(s) why the exception should be given;
- (h) a statement of the measures planned or presently being taken to minimize the sound or noise; and
- (i) a non-refundable application fee of:
 - (i) for an application submitted at least five working days prior to the date of the proposed activity \$191.00
 - (ii) for an application submitted less than five working days prior to the date of the proposed activity \$379.00

EXPLANATION

A By-law to amend Energy Utility System By-law No. 9552 regarding fees for 2020

Enactment of the attached By-law will implement Council's resolution of December 10, 2019 respecting new levies and charges, to be effective from January 1, 2020.

Director of Legal Services
December 10, 2019

SCHEDULE C

LEVIES AND CHARGES

PART 1 – Connection levy

Fixed Portion	\$86,700
Variable Portion	\$102 per KW of the peak heat energy demand as approved under section 4.32

PART 2 – Monthly capacity levy

Class 1 - SEFC residential or mixed use residential building	\$0.583 per m ²
Class 2 - Residential or mixed use residential building located outside SEFC	\$8.764 per KW of peak heat energy demand
Class 3 - Non-residential building	\$8.764 per KW of peak heat energy demand

PART 3 – Monthly charge

Monthly charge	\$53.111 per MW per hour
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PART 4 – Credit

Credit for heat energy returned to energy transfer station	\$53.111 per each MW per hour multiplied by 50%
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