

## EXPLANATION

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

The attached By-law will implement Council's resolution of July 19, 2022 to amend the Parking By-law to advance City standards and requirements for accessible parking in new developments.

Director of Legal Services  
December 6, 2022

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

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

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

1. This By-law amends the indicated provisions of Parking By-law No. 6059.
2. Council amends section 2 by adding the following new definition in the correct alphabetical order:

**“Van Accessible Space** means an accessible parking space that provides additional width to accommodate vehicles equipped with ramps or lifts;”.

3. In subsection 4.8.1(c), Council:
  - (a) in clause (ii), adds “, except that van accessible parking spaces must be at least 5.0 metres wide” after “be at least 4.0 metres wide”;
  - (b) renumbers clauses (iii) and (iv) as clauses (iv) and (v), respectively; and
  - (c) adds a new clause (iii) as follows:
    - “(iii) have a level surface with no more than 2% grade, except that the Director of Planning, in consultation with the City Engineer, may permit a steeper grade, up to a maximum of 5%,”.

4. In section 4.8.4, Council adds a new paragraph before “The Director of Planning, in consultation with the City Engineer, is to determine the location of all accessible parking spaces.”, as follows:

“The first accessible parking space provided, plus every tenth accessible parking space provided, must be a van accessible parking space.”.

5. Council adds a new section 4.16 as follows:

**“4.16 Common Ownership of Accessible Parking Spaces**

4.16.1 In a strata titled development, accessible parking spaces:

- (a) must be held in common ownership; and
- (b) must not be assigned to any strata lot.”.

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 the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **By-law to amend Mountain View Cemetery By-law No. 8719 Regarding 2023 Mountain View Cemetery Fees and Charges**

Enactment of the attached By-law will implement Council's resolution of October 25, 2022 to amend Mountain View Cemetery By-law to increase fees and charges, effective January 1, 2023.

Director of Legal Services  
December 6, 2022

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

**A By-law to amend Mountain View Cemetery By-law No. 8719  
Regarding 2023 Mountain View Cemetery Fees and Charges**

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

1. The By-law amends the provisions of the Mountain View Cemetery By-law No. 8719.
2. Council strikes out Schedule B of the By-law and substitutes for it Schedule B 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, 2023.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

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

**SCHEDULE B  
MOUNTAIN VIEW CEMETERY  
2023 FEES AND CHARGES**

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>CASKET SPACE</u></b>			
Adult Grave – Single Depth Flat Marker Area	\$15,000.00	\$ 5,000.00	\$20,000.00
Adult Grave – Single Depth Upright Monument area	\$17,857.14	\$ 5,952.38	\$23,809.52
Adult Grave – Flat Marker Area	\$19,285.71	\$ 6,428.57	\$25,714.29
Adult Grave – Upright Monument area	\$25,714.29	\$ 8,571.43	\$34,285.71
Adult Grave – Single interment in shared lot	\$ 7,142.86	\$ 2,380.95	\$9,523.81
Adult Grave – Single interment in sustainable lot	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Outdoor Tandem Crypt Mausoleum	\$120,000.00	\$13,333.33	\$133,333.33
Family Estate Plot for Custom Installation: Estate Fee			\$ 380.95
<i>(per square foot of allocated area)</i>			
Interment Right License <i>(per casket space)</i>	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Interment Right License <i>(per cremation space)</i>	\$ 357.14	\$ 119.05	\$ 476.19
Infant Grave – (<24” casket) Shared commemoration	\$ 0.00	\$ 0.00	\$ 0.00
Infant Grave – (<24” casket) Private marker	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Infant Grave – (<48” casket) Private marker	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
<b><u>ABOVE-GROUND CREMATED REMAINS SITE</u></b>			
Columbaria – Upper Rows	\$ 5,142.86	\$ 571.43	\$ 5,714.29
Columbaria – Second Row from bottom	\$ 4,285.71	\$ 476.19	\$ 4,761.90
Columbaria – Bottom Row	\$ 3,600.00	\$ 400.00	\$ 4,000.00

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
Family Columbaria – 1 to 4 urns	\$17,142.86	\$ 1,904.76	\$19,047.62
Family Columbaria – up to 6 urns	\$25,714.29	\$ 2,857.14	\$28,571.43
Family Columbaria – up to 8 urns	\$34,285.71	\$ 3,809.52	\$38,095.24
Family Columbaria – 8 or more urns	\$51,428.57	\$ 5,714.29	\$57,142.86

**IN-GROUND CREMATED REMAINS SITE**

Individual Cremation Site (1 interment) - Inscription on Communal Marker	\$ 642.86	\$ 214.29	\$ 857.14
Individual Cremation Site (1 interment) - Inscription on Shared Marker	\$ 1,071.43	\$ 357.14	\$ 1,428.57
Individual Cremation Site (1 interment) - Inscription on Individual Marker	\$ 2,857.14	\$ 952.38	\$ 3,809.52
Standard - Allowing 2 interments	\$ 4,071.43	\$ 1,357.14	\$ 5,428.57
Standard - Allowing 4 interments	\$ 6,714.29	\$ 2,238.10	\$ 8,952.38
Premium Area - Allowing 2 interments	\$ 5,142.86	\$ 1,714.29	\$ 6,857.14
Premium Area - Allowing 4 interments	\$ 8,751.43	\$ 2,857.14	\$ 11,428.57
Feature Area - Allowing 2 interments	\$ 7,321.43	\$ 2,440.48	\$ 9,761.90
Feature Area - Allowing 4 interments	\$11,607.14	\$ 3,869.05	\$15,476.19
Feature Area – MVC Provided Monument - Allowing 2 interments	\$11,428.57	\$ 3,809.52	\$15,238.10
Feature Area – MVC Provided Monument - Allowing 4 interments	\$14,285.71	\$ 4,761.90	\$19,047.62
Feature Area – MVC Provided Monument - Allowing 6 interments	\$18,571.43	\$ 6,190.48	\$24,761.90
Feature Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 7,857.14	\$ 2,619.05	\$10,476.19
Premium Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 6,428.57	\$ 2,142.86	\$ 8,571.43
Amend Infant Lot Licence to allow 2 interments of cremated remains	\$ 2,142.86	\$ 714.29	\$ 2,857.14

	<u>Total</u>
<b><u>LICENCE DISPOSITION and TRANSFER</u></b>	
Licence Disposition Fee (Transfer Current Site to New Rights Holder)	\$ 95.24
Site Transfer Fee (Change to equivalent site)	License Disposition Fee
Site Transfer Fee – Upgrade (to higher value site)	Current fee for NEW site
	PLUS: License Disposition Fee LESS: Current Fee for returned site
Site Transfer Fee – Downgrade (to lower value site)	Current fee for NEW site
	PLUS:License Disposition Fee LESS:Amount paid for returned site

**INTERMENT OF REMAINS**

Casket - Single Depth	\$ 1,452.38
Casket – Deep	\$ 2,523.81
Infant/Child (container up to 48" long)	\$ 195.24
Cremated Remains	\$ 609.52
No one present at interment (credit)	-\$ 238.10
Concurrent Interment of Cremated Remains (credit)	-\$ 238.10
Extra Niche interment (beyond original capacity)	\$ 2,047.62
Re-open Grave for burial (in addition to Casket fee)	\$ 2,095.24
PLUS Contribution to Care Fund	\$ 4,000.00

**DISINTERMENT AND EXHUMATION**

Exhumation - Adult Casket – Inter. Fee plus	\$ 1,066.67
Exhumation - Infant Casket – Inter. Fee plus	\$ 390.48
Exhumation - Cremated Remains	\$ 390.48
Exhumation and Re-inter Cremated Remains (Concurrent – credit applied to combined fee)	-\$ 238.10

**OVERTIME INTERMENTS (in addition to INTERMENT fee)**

Cremated Remains	\$ 361.90
Casket	\$ 1,214.29



	<u>Installation</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>FLAT MARKER INSTALLATION</u></b>			
Flat Marker (up to 12" x 20")	\$ 202.38	\$ 250.00	\$ 452.38
Flat Marker (16" x 28" and larger)	\$ 297.62	\$ 250.00	\$ 547.62

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>FOUNDATIONS</u></b>			
Concrete footing	\$ 180.95	\$ 200.00	\$ 380.95
PLUS: (fee per 6" of linear base)	\$ 35.71		
Granite foundation (on 1 lot only)	\$ 228.57	\$ 200.00	\$ 428.57
PLUS: (fee per 6" of linear base)	\$ 53.37		
Granite foundation (spanning 2 lots)	\$ 485.71	\$ 300.00	\$ 785.71
PLUS: (fee per 6" of linear base)	\$ 89.29		
Custom footing/foundation – MVC Staff per hour			\$ 57.14
PLUS external costs (for services hired by MVC)			pre-tax cost plus 20%

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<b><u>MARKERS and MONUMENTS</u></b>			
Infant Commemorative Stone	\$ 113.10	\$ 125.00	\$ 238.10
Temporary Marker – nylon (annual fee)	\$ 190.48	-	\$ 190.48
Granite Marker (Type 1)	\$ 111.61	-	\$ 111.61
Granite Marker (Type 2)	\$ 156.25	-	\$ 156.25
Granite Marker (Type 3)	\$ 200.89	-	\$ 200.89
Granite Marker (Type 4)	\$ 245.54	-	\$ 245.54
Granite Marker (Type 5)	\$ 290.18	-	\$ 290.18
Granite Marker (Type 6)	\$ 334.82	-	\$ 334.82
Granite Marker (Type 7)	\$ 379.46	-	\$ 379.46
Granite Marker (Type 8)	\$ 424.11	-	\$ 424.11

	<u>Total</u>
<b><u>MEMORIAL REINSTALLATION</u></b>	
Flat Marker (9" x 12" or 10" x 18" or 12" x 20")	\$ 190.48
Flat Marker (16" x 28" or 18" x 30")	\$ 285.71
<b><u>OTHER MEMORIAL PRODUCTS</u></b>	
Inscription – Niche or Memorial panel	\$ 361.90
Single Niche Panel	\$ 267.86
Double Niche Panel	\$ 401.79
Triple Niche Panel	\$ 535.71
Scheduled/Witnessed Marker Installation (Storage Fee)	\$ 238.10
Supply 9" x 12" granite base and mount (bronze) plaque	\$ 200.00
Supply 12" x 20" granite base and mount (bronze) plaque	\$ 275.00
Supply 16" x 28" granite base and mount (bronze) plaque	\$ 325.00
<b><u>CELEBRATION HALL RENTAL</u></b>	
2-hour service - Regular Hours - NO FOOD	\$ 547.62
2-hour service - Regular Hours - with FOOD	\$ 738.10
2-hour service – Evening/Weekend - NO FOOD	\$ 880.95
2-hour service – Evening/Weekend - with FOOD	\$ 1,071.43
Each Additional Hour	\$ 142.86
Per Service Person (up to 4 hours)	\$ 190.48

	<u>Total</u>
<b><u>OTHER PRODUCTS AND SERVICES</u></b>	
Installation only of Casket Vault or Liner (>500 lbs	\$ 1,428.57
Installation only of Casket Vault or Liner (<500 lbs	\$ 476.19
Installation only of Cremated Remains Vault or Liner (>10 lbs)	\$ 190.48
Casket Vault or Liner - concrete	\$ 1,339.29
Casket Vault or Liner - steel	\$ 1,339.29
Casket Vault or Liner – polymer/HDPE	\$ 892.86
Cremated Remains Vault/Liner	\$ 156.25
Flower Container – with plastic insert (supply and/or install)	\$ 47.62
Flower Container – with metal insert (supply and/or install)	\$ 95.24
NSF Cheque	\$ 35.00
Administration Fee	\$ 71.43
Marker/Monument Steam Cleaning	\$ 238.10
Pall-bearing	\$ 95.24
Watched Grave Closed/Covered	\$ 238.10
<b><u>KEEPSAKE URNS</u></b>	
Keepsake Urn - Type 1	\$ 44.64
Keepsake Urn - Type 2	\$ 66.96
Keepsake Urn - Type 3	\$ 89.29
<b><u>CREMATED REMAINS URNS</u></b>	
Cremation Urn - Type 1	\$ 125.00
Cremation Urn - Type 2	\$ 151.79
Cremation Urn - Type 3	\$ 178.57
Cremation Urn - Type 4	\$ 200.89
Cremation Urn - Type 5	\$ 223.21

	<u>Total</u>
Cremation Urn - Type 6	\$ 267.86
Cremation Urn - Type 7	\$ 312.50
Cremation Urn - Type 8	\$ 334.82
Cremation Urn - Type 9	\$ 379.46
Cremation Urn - Type 10	\$ 446.43
Cremation Urn - Type 11	\$ 468.75
Cremation Urn - Type 12	\$ 491.07
Cremation Urn - Type 13	\$ 558.04
Cremation Urn - Type 14	\$ 781.25
Cremation Urn - Type 15	\$ 982.14

**EXPLANATION**

**A By-law to amend Energy Utility System By-law No. 9552  
regarding 2023 Fees and Miscellaneous Amendments**

The attached By-law will implement Council's resolution of December 6, 2022, to amend the Energy Utility System By-law regarding 2023 fees and miscellaneous amendments.

Director of Legal Services  
December 6, 2022

**BY-LAW NO.**

**A By-law to amend Energy Utility System By-law No. 9552  
regarding 2023 Fees and Miscellaneous Amendments**

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

1. This By-law amends the indicated provisions of the Energy Utility System By-law.
2. Council strikes section 7.8 and replaces it with the following:

“7.8 Upon application by the owner, the City Engineer must test a meter at the energy transfer station provided:

- (a) the City Engineer first provides the owner with an estimate of the cost;
- (b) the owner pays the city the amount of the estimate before commencement of the work.

7.8A After completion of a test under section 7.8:

- (a) the City Engineer must notify the owner of the actual cost;
- (b) if the actual cost is more than the estimated cost, the owner must pay the city the difference within 30 days of the City demanding the money in writing; and
- (c) if the actual cost is less than the estimated cost, the city must pay the owner the excess unless the owner owes the city money under this By-law, then the city may apply the excess against such debt.

3. Council strikes the word “fee” from section 7.10 (a) and replaces it with “costs”.
4. Council strikes “Schedule C”, and replaces it with the “Schedule C” attached to this By-law.
5. In Schedule D, Council:
  - (a) strikes the heading “APPLICATION AND MISCELLANEOUS FEES” and replaces it with “METER TEST COSTS AND MISCELLANEOUS FEES”;
  - (b) strikes the following row:

“

7.8	Application for meter test	\$200.00
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”

and replaces it with the following:



**“SCHEDULE C  
LEVIES AND CHARGES**

**PART 1 – Connection levy**

Fixed Portion per Energy Transfer Station	\$97,499
Variable Portion per Energy Transfer Station	\$115 per KW of the peak heat energy demand as approved under section 4.3

**PART 2 – Monthly capacity levy**

Class 1 - SEFC residential or mixed use residential building	\$0.633 per m <sup>2</sup>
Class 2 - Residential or mixed use residential building located outside SEFC	\$9.522 per KW of peak heat energy demand
Class 3 - Non-residential building	\$9.522 per KW of peak heat energy demand

**PART 3 – Monthly energy charge**

Monthly energy charge	\$59.296 per MW hour
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**PART 4 – Monthly energy credit**

Credit for heat energy returned to energy transfer station	\$59.296 per each MW hour multiplied by 50%
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Bills are to be issued monthly and should be sent out within 60 days of the end of the billing period.”



**EXPLANATION**

**A By-law to amend Solid Waste By-law No. 8417  
regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022, to amend the Solid Waste By-law regarding 2023 fee increases.

Director of Legal Services  
December 6, 2022



## SCHEDULE A

### RATES FOR LANDFILL AND TRANSFER STATION

#### I. Drop-off Rates

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

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday, excluding Statutory Holidays)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste, other than municipal garbage	\$161/tonne for 0 to 0.99 tonnes to a maximum of \$139 per load \$139/tonne for 1.00 to 7.99 tonnes to a maximum of \$904 per load \$113/tonne for 8.00 or more tonnes	\$20	\$10
Municipal garbage	\$127/tonne	\$20	\$10
Construction and demolition processing residual waste	\$150/tonne	\$20	\$10
Yard waste and/or wood waste	\$95/tonne	\$10	\$10
Food waste	\$107/tonne	\$10	\$10
Yard and/or wood waste mixed with food waste	\$107/tonne	\$10	\$10
New gypsum (drywall), at the Transfer Station	\$5 for up to ½ a sheet (4'x4')	\$5	\$5
New gypsum (drywall), at the Landfill	\$150/tonne for up to 0.5 tonne	\$10	\$10

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

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

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

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

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

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

Residential used gypsum (drywall) .....\$200 per tonne  
(\$10 minimum)

Solid waste from Delta Farms that contains less than 5% by weight or by volume of materials listed in Schedule F, and does not contain any materials listed in Schedules E and G ..... \$21 per load for up to 3 tonnes, for up to 5 loads per year

Special handle waste (nuisance waste) requiring burial, as determined by the City Engineer.....\$268 per tonne  
(\$50 minimum)

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

Demolition materials meeting the City Engineer's specifications for road and infrastructure construction arriving in loads that are greater than 50 cubic metres in volume .....\$150 per tonne

Demolition hog materials meeting the City Engineer's specifications for coarse demolition hog for surfacing tipping pads and temporary access roads .....\$70 per tonne

Demolition hog materials meeting the City Engineer's specifications for regular (fine) demolition hog for surfacing tipping pads and temporary access roads .....\$40 per tonne

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

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

All other asbestos waste.....\$268 per tonne  
(\$50 minimum)

## II. Surcharge Rates

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains:

- (a) more than 5% by weight or by volume of recyclable materials listed in Schedule F other than food waste and expanded polystyrene packaging, a 50% surcharge will be applied to the load;
- (b) more than 25% by weight or by volume of food waste, a 50% surcharge will be applied to the load; and
- (c) more than 20% by weight or by volume of expanded polystyrene packaging, a 100% surcharge will be applied to the load.

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

Where any solid waste load disposed of at the Vancouver Landfill or the Vancouver South Transfer Station contains one or more materials listed in Schedules E and G, a \$69.00 surcharge will be applied to the load plus removal and remediation costs where applicable.

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

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

## III. Compost Rates

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

Compost rate.....	\$8 per cubic meter (\$5 minimum)
Compost rate, for Delta Farmers .....	\$1 per cubic meter

## IV. Transaction fee

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

## SCHEDULE B

### RATES FOR COLLECTION SERVICES

#### I. Garbage Cart Collection Service

##### A. Residential Property

The following allocation applies to residential properties:

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

##### B. Garbage Cart Rates

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

Garbage Cart Size	Biweekly Collection Rate	Weekly Collection Rate
75 litres	\$106	\$162
120 litres	\$121	\$184
180 litres	\$142	\$212
240 litres	\$163	\$240
360 litres	\$204	\$296

**II. Garbage Can Collection Service**

**A. Residential Property**

The following allocation applies to residential properties:

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

**B. Garbage Can Rates**

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

biweekly collection .....	\$80.00
weekly collection .....	\$127.00

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

biweekly collection .....	\$80.00
weekly collection .....	\$127.00

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

biweekly collection .....	\$35.00
weekly collection .....	\$47.00

**III. Miscellaneous Service**

**A. City Sticker Service**

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

**B. Purchase of Additional Garbage Service**

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

**IV. Recycling Collection Service**

**A. Basic Recycling Rates**

For those properties which receive recycling collection service under Part V - Recycling Service, except for seniors licensed care and group homes, per calendar year, the following rates are payable concurrently with each year's real property taxes.....\$213.00 per recycling cart

For seniors licensed care and group homes which receive recycling collection service under Part V - Recycling Service, per calendar year, the following rates are payable concurrently with each year's real property taxes .....\$67.00 per recycling cart

**B. Additional Storage Charges**

For those properties which store recycling carts or PPP carts on streets or lanes .....\$213.00 per cart

**V. Green Cart Collection Service**

**A. Green Cart Rates**

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

Size of green cart	Rate
120 litres	\$158
180 litres	\$186
240 litres	\$213
360 litres	\$268



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

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

**VI. Street Cleaning Services Levy**

For each dwelling unit .....\$22.00

## EXPLANATION

### **A By-law to amend Sewer and Watercourse By-law No. 8093 regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022, to amend the Sewer and Watercourse By-law No. 8093 regarding 2023 fee increases.

Director of Legal Services  
December 6, 2022

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

**A By-law to amend Sewer and Watercourse By-law No. 8093  
regarding 2023 fee increases**

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

1. This By-law amends the indicated provisions of By-law No. 8093.
2. Council repeals Parts I, III, IV, V, and VI of Schedule A to the Sewer and Watercourse By-law, and substitutes:

**“PART I**

**SEWER CONNECTION RATES**

Every applicant for a public sewer connection must pay to the City the applicable sewer connection rates set out below, payable as follows:

- (a) an application fee of 10% of the applicable rates set out below in sections 1, 2(a) through (f), and 6, at the time of application, and
- (b) the remaining amount when invoiced by the City, prior to permit issuance.

1.	Public sewer connection, for One-Family or Two-Family Dwellings with or without a Laneway House (including 3 inch/75mm and greater pressure connections)	\$13,891.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings	
	a) 4 inch/100 mm diameter	\$20,340.00
	b) 6 inch/150 mm diameter	\$24,550.00
	c) 8 inch/200 mm diameter	\$27,773.00
	d) 10 inch/250 mm diameter	\$32,038.00
	e) 12 inch/300 mm diameter	\$36,403.00
	f) 15 inch/375 mm diameter or greater	\$40,710.00
	g) connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h) maintenance hole installation in conjunction with a public sewer connection pursuant to Sentence 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)

3.		Where a public sewer connection will be placed more than 5 feet below the ground elevation, taken to the nearest foot and measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10% for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.		New fitting on a twin sewer pursuant to Sentence 2.7(4)	\$6,215.00
5.		New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,740.00
6.		Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$376.00

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

Single Family Dwelling	\$751.00
Single Family Dwelling with Suite	\$1,014.00
Single Family Dwelling with Laneway House	\$1,014.00
Single Family Dwelling with Suite and Laneway House	\$1,277.00
Strata Duplex (per dwelling unit)	\$508.00
2 Services, 1 Lot	\$1,501.00
3 Services, 1 Lot	\$2,249.00
4 Services, 1 Lot	\$3,002.00
Parking Lot/Garden	\$429.00

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

Other Property	\$339.00
Turned Off, 1 Service	\$339.00
Turned Off, 2 Services	\$339.00
Turned Off, 3 Services	\$339.00

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

Metered Property Rate	\$4.831
Waste Discharge Permit User Rate	\$1.591



## EXPLANATION

### **A By-law to amend Water Works By-law No. 4848 regarding disconnection of once through cooling equipment and 2023 water rates and fees**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Water Works By-law regarding disconnection of once through cooling equipment and 2023 water rates and fees.

Director of Legal Services  
December 6, 2022

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

**A By-law to amend Water Works By-law No. 4848  
regarding disconnection of once through cooling equipment and  
2023 water rates and fees**

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

1. This By-law amends the indicated provisions of By-law No. 4848.

2. In section 3.10, Council:

- (a) in subsection (a), strikes out “; and” and substitutes “;”
- (b) in subsection (b), strikes out “.” and substitutes “;” and
- (c) adds a new subsection (c) as follows:

“(c) once through cooling equipment may be operated with a permit from the Engineer if, in the opinion of the Engineer, the cost of disconnecting the once through cooling equipment and replacing it with other cooling equipment is unreasonable, taking into account any relevant factors, which may include the following:

- (i) the current water flow rate compared to the expected reduction in water consumption if the equipment is disconnected,
- (ii) where the equipment is in its life cycle,
- (iii) the potential impact the disconnection and replacement of the equipment, including any required renovations, will have on business operations,
- (iv) the cost to replace the equipment relative to the expected reduction in water and sewer costs, and
- (v) where applicable, the cost to replace the equipment relative to the operational size,

and if the Engineer determines that issuing such permit is appropriate, the applicant must pay the permit fee as specified in Schedule H prior to issuance of the permit.”.

3. Council strikes out Schedules A, B, C, D, E, F, G and H and substitutes the following:

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

***Flat Rate Connection Fees***

<i>Service Pipe Size</i>	<i>Single Detached House with or without a Laneway House and Duplex</i>
20 mm (3/4”)	\$ 7,137.00
25 mm (1”)	7,389.00
40 mm (1 1/2”)	8,885.00
50 mm (2”)	9,852.00



<i>Service Pipe Size</i>	<i>Other Connections</i>
20 mm (3/4")	\$11,252.00
25 mm (1")	11,707.00
40 mm (1 1/2")	13,510.00
50 mm (2")	13,510.00
100 mm (4")	19,531.00
150 mm (6")	24,158.00
200 mm (8")	26,380.00
300 mm (12")	37,126.00

### ***Service Pipe Removal Fees***

#### *Service Pipe Size*

20 mm (3/4") to 50 mm (2") inclusive	\$ 1,308.00
100 mm (4") to 300 mm (12") inclusive	3,925.00

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

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

Single Dwelling Unit	\$ 834.00
Single Detached House with secondary suite or laneway house	1,131.00
Single Detached House with secondary suite and laneway house	1,429.00
For each strata title duplex	564.00
Parking Lot/Community Garden	\$ 255.00
Water Service - Turned Off	190.00
Other Property	190.00

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

#### *Fire Service Pipe Size*

50 mm (2") or smaller	\$ 257.00
75 mm (3")	384.00
100 mm (4")	532.00
150 mm (6")	614.00
200 mm (8")	719.00
250 mm (10")	765.00
300 mm (12")	819.00

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

*Four Month Period*

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

Rate for all metered uses

October 16 - April 30	Per unit	\$3.638
May 1 – October 15	Per unit	\$4.560

**SCHEDULE E**  
**Meter Service Charge**

The following schedule shows the meter charge based on the size and type of meter, payable on each service, in addition to water consumption charges:

Per Four Month Period

*Services with Standard Type Meters*

17 mm (1/2") and 20 mm (3/4")	\$ 37.00
25 mm (1")	37.00
40 mm (1 1/2")	79.00
50 mm (2")	108.00
75 mm (3")	245.00
100 mm (4")	298.00
150 mm (6")	386.00
200 mm (8")	599.00
250 mm (10")	734.00
300 mm (12")	871.00

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

100 mm (4")	\$ 344.00
150 mm (6")	503.00
200 mm (8")	675.00
250 mm (10")	841.00
300 mm (12")	1,003.00

**SCHEDULE F**  
**Charges for Temporary Water Service During Construction**

*Building Size in Square  
Meters of Gross Floor Area*

*Rate in Dollars of  
Gross Floor Area  
Per Building*

Up to and including 500	\$ 369.00
Over 500 but not exceeding 2,000	723.00
Over 2,000 but not exceeding 9,000	1,086.00

Over 9,000 but not exceeding 24,000	1,826.00
Over 24,000 but not exceeding 45,000	2,733.00
Over 45,000	3,626.00

**SCHEDULE G**  
**Fees for Installation of Water Meters**

***Fees for Installation of Water Meters for Single Detached House with or without a Laneway House and Duplex***

*Size of Standard Meter*

20 mm (3/4") meter assembly and box	\$1,204.00
25 mm (1") meter assembly and box	\$1,313.00
40 mm meter assembly and box	\$1,788.00

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

<i>Size of Standard Meter</i>	<i>Meter on City Property</i>	<i>Meter on Private Property</i>
20 mm (3/4")	\$ 3,775.00	\$ 597.00
25 mm (1")	3,947.00	733.00
40 mm (1 1/2")	4,301.00	1,053.00
50 mm (2")	4,447.00	1,452.00
75 mm (3")	15,519.00	3,204.00
100 mm (4")	16,969.00	4,869.00
150 mm (6")	55,423.00	9,016.00
200 mm (8")	57,002.00	10,786.00
250 mm (10")	77,012.00	21,737.00
300 mm (12")	85,151.00	29,881.00

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

Extra charge for inaccessible meter (per incident)	\$ 86.00
Special Meter Reading (per occurrence)	113.00
Customer Requested Meter Test (deposit)	226.00
Charges for Returned Cheques	40.00
Residual Water Pressure Estimate Fee	
Original calculation	41.00
Additional copies for same location	10.00
Miscellaneous water information requests (per hour)	51.00



**EXPLANATION****Street and Traffic By-law amending By-law  
regarding 2023 fee increases and other miscellaneous fee amendments**

The attached By-law will implement Council's resolution of December 6, 2022, to amend the Street and Traffic By-law to increase fees for 2023, and to make miscellaneous amendments.

Director of Legal Services  
December 6, 2022

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

**By-law to amend Street and Traffic By-law No. 2849  
regarding 2023 fee increases and other miscellaneous fee amendments**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. In section 21.6, Council strikes out "\$208.69", "\$26.09", "\$31.30", "\$36.52", "\$41.74", "\$12.35" and "\$6.53", and substitutes "\$215.48", "\$27.00", "\$32.25", "\$37.75", "\$43.00", "\$12.86", and "\$6.75", respectively.
3. In section 21.6A, Council strikes out "\$26.09", "\$31.30", "\$36.52", "\$41.74", and "\$6.53", and substitutes "\$27.00", "\$32.25", "\$37.75", "\$43.00", and "\$6.75", respectively.
4. In section 23.4, Council:
  - (a) in subsection (a), strikes out "95.26", and substitutes "\$104.79";
  - (b) in subsection (b), strikes out "\$390.82 annually or \$30.00 per month", and substitutes "\$403.72";
  - (c) in subsections (c) and (f), strikes out "\$95.26", and substitutes "\$104.79";
  - (d) in subsection (d), strikes out "\$70.31", and substitutes "\$77.34";
  - (e) in subsection (e), strikes out "\$47.62", and substitutes "\$52.38"; and
5. In section 23.5, Council strikes out "\$82.15", and substitutes "\$84.86".
6. In section 23.6, Council:
  - (a) in subsection (a), strikes out "\$1,461.67", and substitutes "\$1,509.91";
  - (b) in subsection (b), strikes out "\$730.84", and substitutes "\$754.96"; and
  - (c) in subsection (c), strikes out "\$332.20", and substitutes "\$343.16".
7. In section 23.8, Council:
  - (a) in subsection (a), strikes out "\$11.07", and substitutes "\$11.44"; and
  - (b) in subsection (b), strikes out "\$5.54", and substitutes "\$5.72".
8. In section 23.9, Council strikes out "\$5.12", and substitutes "\$5.29".
9. In section 67A(6), Council:
  - (a) in subsection (a), strikes out "\$131.11", and substitutes "\$135.44"; and

(b) in subsection (b), strikes out "\$44.18", and substitutes "\$45.64".

10. In section 71G(b), Council strikes out "\$128.74", "\$11.69", and "\$903.86", and substitutes "\$132.99", "\$12.08", and "\$933.69", respectively.

11. In section 80(2), Council adds the following item above the entry for "Single Detached House and Duplex" in the table entitled "Type of construction requiring crossing permission":

"

"Addition or renovation only – Single Detached House, Duplex, or Commercial building	\$350.00".
--	------------

"

12. In section 80(2), Council strikes out "\$581.62", "\$824.55", "\$2,517.50", "\$4,728.29", "\$9,408.81", "\$11,257.13", "\$1,159.16", and "\$2,075.39", and substitutes "\$600.81", "\$851.76", "\$2,600.58", "\$4,884.32", "\$9,719.30", "\$11,628.62", "\$1,197.41", and "\$2,143.88", respectively.

13. In section 88A, Council:

(a) in subsection (2)(b), strikes out "\$611.23" and "\$79.47", and substitutes "\$631.40" and "\$82.09", respectively; and

(b) in subsection (4), strikes out "\$80.24", and substitutes "\$82.89".

14. In section 96, Council strikes out "\$36.23" and "\$345.61" and substitutes, "\$37.43" and "\$357.02", respectively.

15. In Schedule I, Council:

(a) in section 1(a), adds "with a minimum fee of \$122" under "or portion thereof, per day";

(b) in section 1(g), strikes out "\$122", and substitutes "\$126.03";

(c) renumbers sections 1(h) and 1(i) as sections 1(i) and 1(j), respectively;

(d) adds a new section 1(h) as follows:

"(h) despite any of the foregoing fees, the only fee payable for the placement of covered walkways used solely for the protection of the public on a sidewalk is:

\$122"; and

(e) in section 1(j), strikes out "\$69.40", "\$694.00" and "\$1,950", and substitutes "72.90"; "\$729.00", and "\$2,050", respectively.





**EXPLANATION****A By-law to amend Granville Mall By-law No. 9978  
regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Granville Mall By-law to increase certain fees for 2023.

Director of Legal Services  
December 6, 2022

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

**A By-law to amend Granville Mall By-law No. 9978  
regarding 2023 fee increases**

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

1. This By-law amends the indicated provisions of the Granville Mall By-law.
2. In section 14(a) Council strikes out "\$278.42" and substitutes "\$287.61".
3. In section 14(b) Council strikes out "\$35.86" and substitutes "\$37.04".
4. In section 14(c) Council strikes out "\$10.54" and substitutes "\$10.89".
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on January 1, 2023.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Encroachment By-law No. 4243  
regarding 2023 fee increases and miscellaneous amendments**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Encroachment By-law to increase certain fees for 2023.

Director of Legal Services  
December 6, 2022

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

**A By-law to amend Encroachment By-law No. 4243  
regarding 2023 fee increases and miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the Encroachment By-law.
2. In section 3.(2)(i), Council strikes out “by the permit fee set out in the Schedule attached hereto and”.
3. In section 3.(2)(vi), Council strikes out “In addition to the required permit fee, the” and substituting “The”.
4. In section 3A.(3)(a), Council strikes out “\$1,118.19” and substitutes “\$1,178.18”.
5. In section 3A.(4), Council:
  - (a) strikes out “the fees payable under section A of the schedule hereto” and substitutes “any fees payable under the Schedule hereto”.
  - (b) strikes out “\$59.55” and substitutes “\$61.52”.
6. In section 6, Council strikes out “and shall pay the inspection and permit fees set out in the Schedule attached hereto” and substitutes “and shall pay any applicable fees and charges for such permits”.
7. In section 10.(1), Council strikes out “Part C” wherever it appears and substitutes “Part B”.
8. In section 18(c), Council strikes out “Parts C or D” and substitutes “Parts B or C”.
9. In the Schedule, Council:
  - (a) strikes out Part A;
  - (b) renumbers Parts B through E as Parts A through D, respectively;
  - (c) in Part A:
    - (i) strikes out item (2);
    - (ii) renumbers items (3) through (6) as items (2) through (5), respectively;
  - (d) in Part D, strikes out “Paragraph C or D” and substitutes “Part B or C”.
10. In Part A of the Schedule attached to the Encroachment By-law, Council strikes out “\$1,140.54”, “\$342.16”, “\$5,082.28”, and “\$2,828.55”, and substitutes “\$1,178.18”, “\$353.45”, “\$5,250.00”, and “\$2,921.89”, respectively.



## EXPLANATION

### **Crossing By-law amending By-law regarding 2023 fee increases and miscellaneous amendments**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Crossing By-law regarding 2023 fee increases and miscellaneous amendments.

Director of Legal Services  
December 6, 2022

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

**By-law to amend Crossing By-law No. 4644  
regarding 2023 fee increases and miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the Crossing By-law.
2. In section 3, Council strikes out “No person” and substitutes “Except for crossings from a lane to land abutting thereon, no person”.
3. Council strikes out section 4 and substitutes the following:

“4. Except for crossings from a lane to land abutting thereon, any person desiring to excavate for, construct, or use any crossing shall submit to the Engineer a written application therefor, together with such plans and specifications showing the detail thereof as may be required by the said Engineer, and upon being satisfied as to the safety and advisability of such crossing the Engineer may issue a permit authorizing the construction of the crossing upon payment of the fee hereinafter set out, but subject to any conditions the Engineer considers appropriate, including conditions regarding:

  - (a) the construction, maintenance, relocation, or removal of any public works or utilities, other than conduits, that are affected by the construction of the crossing or the removal of an existing crossing, all of which must be performed to a standard satisfactory to the Engineer;
  - (b) in the case of commercial crossings, the replacement, improvement or installation of any conduits that are affected by the construction of the crossing or the removal of an existing crossing, which work will be carried out by the City;
  - (c) the removal of an existing crossing that is no longer being used or will no longer be used to afford vehicular access from a roadway to the land; and
  - (d) the deposit with the City of a sum of money in a form satisfactory to the City in an amount adequate to cover the City’s costs to bring any work required under section 4(a) and section 4(c) above to a standard satisfactory to the Engineer if the owner fails to do so, and to cover the City’s costs to carry out any work required under section 4(b) above, which deposit may be used by the City to carry out such work.”
4. Council renumbers section 4A as section 4B, and adds a new section 4A as follows:

“4A. The holder of a permit issued pursuant to section 4 shall bear all costs for and associated with the construction of the new crossing and the removal of an existing crossing, including:

  - (a) the costs of any required construction, maintenance, relocation, or removal of any public works or utilities, except conduits, that are affected





Schedule A

Schedule A  
Fees

1. Inspection fee, per crossing (including any crossings that are being removed):  
\$128.74 for crossings of up to and including 20 square metres, plus  
\$11.69 for each additional square metre or part thereof,  
  
to a maximum fee of \$903.86
  
2. In the case of new commercial crossings, an additional fee of:  
\$739.19 per crossing, plus  
\$90.43 per foot for each foot of width of the proposed crossing over 36 feet  
measured at the curb

## EXPLANATION

### **A By-law to amend Street Vending By-law No. 10868 regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022, to amend the Street Vending By-law regarding 2023 fee increases.

Director of Legal Services  
December 6, 2022



**SCHEDULE A**  
**“SCHEDULE A**  
**FEES**

Application Fees

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

- (a) street vendor ..... \$59.49
- (b) display unit (including application by new owner)..... \$59.49
- (c) small patio (including application by new owner)..... \$59.49
- (d) large patio ..... \$238.02

Permit Fees

The following fees must be paid prior to issuance of a permit, exclusive of sales tax:

- (a) street vendor
  - (i) food vending (stationary) unit ..... \$1,315.87 per year
  - (ii) non-food vending (stationary) unit ..... \$986.55 per year
  - (iii) mobile special event unit ..... \$42.76 per day
- (b) food vending (roaming) unit
  - (i) with motorized unit ..... \$355.01 per year
  - (ii) without motorized unit ..... \$178.18 per year
- (c) display unit
  - for each square meter of display area ..... \$57.51 per year
  - subject to a minimum fee of..... \$149.71 per year
- (d) small patio
  - for one table and two chairs ..... \$137.35 per year
  - subject to a minimum fee of..... \$412.05 per year

- (e) large patio and curbside patio  
 Downtown (see Schedule B)
  - Summer Term (April 1 – October 31) = \$95.13/m<sup>2</sup>
  - Annual Term (April 1 to March 31) = \$162.83/m<sup>2</sup>
 Outside of Downtown
  - Summer Term (April 1 – October 31) = \$67.41/m<sup>2</sup>
  - Annual Term (April 1 to March 31) = \$115.49/m<sup>2</sup>
- (f) farmers' market permit ..... \$0.00 per year
- (g) special event market permit ..... \$0.00 per day
- (h) daily mobile vendor  
 (outside special event permit zone) ..... \$42.76 per day

Permit Renewal Fees

Renewal fees will be the same as the annual permit fees in this schedule and must be paid prior to issuance of a renewal permit, except for the following renewal fees which must be paid in accordance with the following payment schedule:

- (a) street vendor
  - (i) food vending (stationary) unit.....\$1,315.87 per year, of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued.
  - (ii) non-food vending (stationary) unit..... \$986.55 per year of which 25% must be paid by a non-refundable deposit on or before the last business day of January and the remaining 75% must be paid on or before the last business day of April of the year in which the renewal permit is issued .

## EXPLANATION

### **Street Distribution of Publications By-law amending By-law regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Street Distribution of Publications By-law to increase fees for 2023.

Director of Legal Services  
December 6, 2022



## EXPLANATION

### **By-law to amend the Street Utilities By-law No. 10361 regarding 2023 fee increases**

The attached By-law will implement Council's resolution of December 6, 2022 to amend the Street Utilities By-law regarding 2023 fee increases.

Director of Legal Services  
December 6, 2022





## SCHEDULE A

### “SCHEDULE A

#### SCHEDULE OF FEES AND COSTS

##### Part 1 – Plan review and administration fee

The applicant must pay to the city, in respect of a proposed alignment that is 20 meters or:

- (a) shorter, a plan review and administration fee of \$752.17;
- (b) longer, a plan review and administration fee of \$2,256.50;

together with a fee of \$15.05 per metre of the total length of the proposed alignment.

##### Part 2 – Inspection fee

The permit holder must pay to the city, to cover the cost of inspection of the proposed work, \$97.78 per street block of the total length of the proposed alignment for each day from commencement to completion of the work and for one day of any pre-construction organizing meeting.

##### Part 3 – Permanent restoration cost

The permit holder must pay to the city the cost to the city of permanent restoration after completion of the work, based upon the quantities of restoration necessary, the unit costs of such work, as follows, and the applicable city standards:

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Pavement	Less than 10 m <sup>2</sup>	\$337.06
Concrete Pavement	10 m <sup>2</sup> to less than 50 m <sup>2</sup>	\$240.64
Concrete Pavement	50 m <sup>2</sup> or more	\$171.33
Pavement Membrane Overlay Concrete Road	Less than 100 m <sup>2</sup>	\$121.35
Pavement Membrane Overlay Concrete Road	More than 100 m <sup>2</sup>	\$99.94
Light Asphalt Pavement	Less than 3 m <sup>2</sup>	\$248.45
Light Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$135.79
Light Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$91.95
Light Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$82.47
Light Asphalt Pavement	More than 300 m <sup>2</sup>	\$80.09

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Heavy Asphalt Pavement	Less than 3 m <sup>2</sup>	\$311.02
Heavy Asphalt Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$227.36
Heavy Asphalt Pavement	10 m <sup>2</sup> to less than 100 m <sup>2</sup>	\$150.24
Heavy Asphalt Pavement	100 m <sup>2</sup> to 300 m <sup>2</sup>	\$130.38
Heavy Asphalt Pavement	More than 300 m <sup>2</sup>	\$115.55
Grading and Asphalt Aprons		Quotes by street utilities committee only
Concrete Sidewalk	Less than 10 m <sup>2</sup>	\$300.80
Concrete Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$236.94
Concrete Sidewalk	25 m <sup>2</sup> to 50 m <sup>2</sup>	\$217.87
Concrete Sidewalk	50 m <sup>2</sup> or more	\$170.30
Exposed Agg Sidewalk	All	\$398.07
Concrete Crossing	All	\$327.62
Curb & Gutter	Less than 10 lm	\$439.34
Curb & Gutter	10 lm or more	\$319.03
Boulevards Top Soil & Seed	Less than 50 m <sup>2</sup>	\$53.14
Boulevards Top Soil & Seed	50 m <sup>2</sup> or more	\$29.53
Brick or Paver Sidewalks	All	\$413.80
Stamped Concrete		Quotes by street utilities committee only
Unusual Damages/ At-Cost Repairs		Quotes / Actual Cost + Overhead
Concrete Bus Slab – 12” Thick with Integral Curb & Slab	All	\$406.08
Concrete Thickened Sidewalk – 6”	All	\$295.20
	All	\$368.22

Repair Type	Description	Fee Per Square Metre or Per Lineal Metre as applicable
Concrete Thickened Sidewalk – 10"		
Integral Concrete Road & Curb - 8"	All	\$349.80
Concrete Treaded Sidewalk	Less than 10 m <sup>2</sup>	\$275.81
Concrete Treaded Sidewalk	10 m <sup>2</sup> to 25 m <sup>2</sup>	\$248.91
Concrete Treaded Sidewalk	More than 25 m <sup>2</sup>	\$222.00
Asphalt/Concrete Pavement	0 m <sup>2</sup> to less than 3 m <sup>2</sup>	\$405.06
Asphalt/Concrete Pavement	3 m <sup>2</sup> to less than 10 m <sup>2</sup>	\$357.06
Asphalt/Concrete Pavement	10 m <sup>2</sup> to 50 m <sup>2</sup>	\$317.27
Asphalt/Concrete Pavement	50 m <sup>2</sup> or more	\$260.71
Asphalt/Concrete Pavement – follow behind	Install of 5" Asphalt when concrete cutback is done by Utility Group	\$76.23
Brick/Paver/Stone Pavements		Quotes by street utilities committee only
Safety-sensitive Road Marking Repair		Quotes by street utilities committee only
Specialty Treatment Road Marking Repair		Quotes by street utilities committee only

#### Part 4 – Pavement degradation cost

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

Age of street in years since last re-surfaced as determined by the street utilities committee	Fee per square metre of excavation
0 – 5 years	\$62.67
6 – 10 years	\$50.13
11 – 15 years	\$37.62
16 - 20 years	\$25.09
21 years or greater	\$12.53

”.

## EXPLANATION

### **A By-law to amend Zoning and Development By-law No. 3575 to rezone an area to CD-1**

Following the Public Hearings on January 23 and 30, 2020, Council gave conditional approval to the rezoning of the site at 878-898 West Broadway. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
December 6, 2022

878-898 West Broadway

**BY-LAW NO.**

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area to CD-1**

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

**Zoning District Plan Amendment**

1. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-764 (e) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (843).

**Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (843), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (b) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (c) Office Uses;
- (d) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (e) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Hotel, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Photofinishing or Photography Laboratory, Print Shop, Production or

Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

- (f) Accessory Uses customarily ancillary to the uses listed in this section 3.

### **Conditions of Use**

4. All commercial uses and accessory uses listed in this by-law shall be carried on wholly within a completely enclosed building except for the following:

- (a) farmers' market;
- (b) neighbourhood public house;
- (c) public bike share;
- (d) restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

### **Floor Area and Density**

5.1 Computation of floor space ratio must assume that the site consists of 3,777.4 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 8.96.

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

5.4 Computation of floor area must exclude:

- (a) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls; and
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.

5.5 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.





**Schedule A**



The properties outlined in black (            ) are rezoned:  
 From **C-3A** to **CD-1**

**Z-764 (e)**

RZ - 878-898 West Broadway

scale: NTS



**City of Vancouver**

date: 2020-01-07

## EXPLANATION

### **A By-law to amend Zoning and Development By-law No. 3575 to rezone an area to CD-1**

Following the Public Hearing on May 14, 2019, Council gave conditional approval to the rezoning of the site at 2202-2218 Main Street and 206 East 6th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
December 6, 2022

2202-2218 Main Street and  
206 East 6th Avenue

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area to CD-1**

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

**Zoning District Plan Amendment**

1. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-752 (c) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (844).

**Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (844), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this by-law;
- (b) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Brewing or Distilling, Dairy Products Manufacturing, Jewellery Manufacturing, and Printing and Publishing;
- (e) Office Uses;

- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (i) Accessory Uses customarily ancillary to the uses listed in this section 3.

### **Conditions of Use**

4.1 No portion of the first storey of a building, within a depth of 10.7 m of the Main Street face of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

4.2 All commercial uses permitted in this by-law shall be carried on wholly within a completely enclosed building except for the following:

- (a) farmers' market;
- (b) neighbourhood public house;
- (c) public bike share;
- (d) restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

4.3 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, of which:
  - (i) at least 25% of the total dwelling units must be two-bedroom units, and
  - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

## Floor Area and Density

5.1 Computation of floor space ratio must assume that the site area is 1,620.9 m<sup>2</sup> being the site area at the time of the application for the rezoning evidenced by this by-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 4.31, except that:

- (a) dwelling uses must not exceed 3.35; and
- (b) non-residential uses, above grade, must not exceed 0.58.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the permitted residential floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreation facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted residential floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

## **Building Height**

6. Building height, measured from base surface, must not exceed 22.6 m to the top of roof parapet, except that additional height up to 24.7 m may be considered for access to roof decks.

## **Horizontal Angle of Daylight**

7.1 Each habitable room must have at least one window on an exterior wall of a building.

7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (844).

7.6 A habitable room referred to in section 7.1 does not include:

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

## **Acoustics**

8. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.







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

**Z-752 (c)**

RZ - 2202-2018 Main Street & 206 East 6th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2019-04-15

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 8703 Cartier Street**

On April 27, 2022, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
December 6, 2022





1. Application

**CGM Lawyers**  
Suite 200 - 6325 Fraser Street  
Vancouver BC V5W 3A3  
604-738-8816

2. Description of Land

PID/Plan Number	Legal Description
008-240-884	LOT 6 BLOCK 11 DISTRICT LOT 318 PLAN 1749

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		<b>Entire Instrument</b> granting the above Covenant priority over Mortgage CA5051830 and Assignment of Rents CA5051831

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**DHZ DEVELOPMENT INC., NO. BC0965822**  
**GULF AND FRASER FISHERMEN'S CREDIT UNION, NO. FI95**

6. Transferee(s)


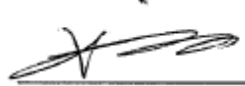
**CITY OF VANCOUVER**  
453 WEST 12TH AVENUE  
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



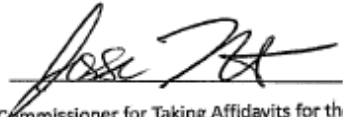

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature   <b>DEEPAK CHODHA</b> BARRISTER AND SOLICITOR CGM LAWYERS 200 - 6325 FRASER STREET VANCOUVER BC V5W 3A3 TEL: 604 738 8816 FAX: 604 738 8774	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD             2022-10-21         </div>	Transferor / Transferee / Party Signature(s)  <b>DHZ DEVELOPMENT INC.</b> By their Authorized Signatory   <hr style="width: 100%;"/> <b>Ni Xing</b>
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**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.

Witnessing Officer Signature   A Commissioner for Taking Affidavits for the Province of British Columbia  Jesse Tosh Nakatsuru Suite 401 - 7300 Edmonds Street Burnaby, BC V3N 0G8 Expiry Date: February 28, 2023 <b>Officer Certification</b>	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD             2022-10-20         </div>	Transferor / Transferee / Party Signature(s)  <b>GULF AND FRASER FISHERMEN'S          CREDIT UNION</b> By their Authorized Signatory   <hr style="width: 100%;"/> <b>PETER UNADKAT</b> VP, Commercial
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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.

Witnessing Officer Signature  <hr style="width: 100%;"/>	Execution Date  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>CITY OF VANCOUVER</b> By their Authorized Signatory  <hr style="width: 100%;"/>
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**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.



**Electronic Signature**

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.

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
RENTAL HOUSING  
8703 CARTIER STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, DHZ DEVELOPMENT INC., 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 No. DP-2018-00043 (the "Development Application") to permit the development of a three-storey, stacked townhouse multiple dwelling building, containing a total of ten dwelling units, including six secured market rental units, all over one level of underground parking 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:
- "2.1 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing 6 residential units, as secured market rental housing for the longer of 60 years or the life of the building, subject to the following additional conditions:*
- i. a no separate-sales covenant;*
  - ii. a no stratification covenant;*
  - iii. that none of such units will be rented for less than one month at a time; and*
  - iv. such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability 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”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability 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, as may be amended or replaced from time to time;
- (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, DHZ Development Inc., 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 at least six new 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, as may be amended or replaced from time to time;
- (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; and
  - (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, as may be amended or replaced from time to time.

**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 six 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 of the 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 damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than six 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 and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (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 (or Replacement Rental Housing Unit, as applicable) 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 (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;
- (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 (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) 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; and
- (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.

### 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 Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, 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 5, 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 ENFORCEMENT

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

#### ARTICLE 5 RELEASE AND INDEMNITY

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

(a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

(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) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- (C) withholding any permit pursuant to this Agreement; or
- (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or

(ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

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

(b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

- (i) this Agreement;
- (ii) 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;
  - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
  - (D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) 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
  - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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

#### 5.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably

withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

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

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

## **ARTICLE 6 NOTICES**

**6.1 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 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

- (b) If to the Owner, addressed to:

**DHZ Development Inc.**  
1265 East 26<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5V 2J9

Attention: Ni Xing

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

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

(d) if personally delivered, on the date when delivered,

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

## ARTICLE 7 MISCELLANEOUS

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

**7.2 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.

**7.3 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.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

**7.8 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.

**7.9 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.

**7.10 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 CA5051830 and the Assignment of Rents registered under number CA5051831;
- (b) "Existing Chargeholder" means Gulf and Fraser Fishermen's Credit Union;
- (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:

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

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

END OF DOCUMENT

## EXPLANATION

# 17

### **Authorization to enter into a Housing Agreement Re: 2886 Commercial Drive**

On May 13, 2022, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
December 6, 2022





1. Application

**Andrea Shaw, TERRA LAW CORPORATION**  
**2800 - 650 West Georgia Street**  
**Vancouver BC V6B 4N7**  
**604-628-8975**

File no. 504624

2. Description of Land

PID/Plan Number	Legal Description
<b>EPP117657</b>	<b>LOT A BLOCK 169 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP117657</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b>
<b>PRIORITY AGREEMENT</b>		<b>granting the section 219 covenant registered under the number that is one less than this priority agreement priority over mortgage CA8540654 and assignment of rents CA8540655 in favour of Bank of Montreal</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**2886 COMMERCIAL DRIVE LTD., NO.BC1271514**  
**BANK OF MONTREAL**

6. Transferee(s)

**CITY OF VANCOUVER**  
**453 WEST 12TH AVENUE**  
**VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



8. Execution(s)

This Instrument creates, assigns, modifies, enlarges 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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
See Affidavit of Execution.

YYYY-MM-DD  
2022-10-25

**2886 COMMERCIAL DRIVE LTD.**  
By their Authorized Signatory

Name: ERIN G. SAUCY

**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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF VANCOUVER**  
By their Authorized Signatory

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.

**AFFIDAVIT**

**CANADA**  
**PROVINCE OF BRITISH COLUMBIA**  
**TO WIT:**

) IN THE MATTER OF a Form C – Housing  
) Agreement and Building Use Covenant (the  
) "Form C") to be registered against title to the  
) lands and premises located at 2886 Commercial  
) Drive, Vancouver, B.C. and legally described as  
) Lot A Block 169 District Lot 264A Group 1 New  
) Westminster District Plan EPP117657 (the  
) "Property")

I, **GREG FABBRO**, Barrister and Solicitor, of 2800 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4N7, MAKE OATH AND SAY AS FOLLOWS:

1. I am 16 years of age or older and have personal knowledge of the matters set out herein.
2. I am acquainted with Erin Gibault ("**Mr. Gibault**"), the individual named in the Form C as an authorized signatory of 2886 Commercial Drive Ltd. (the "**Transferor**"), and he was authorized by the Transferor to execute the Form C.
3. The Transferor existed at the time the Form C was executed and is legally entitled to hold and dispose of land in British Columbia.
4. I am acquainted with Mr. Gibault's signature and believe that the signature subscribed to the Form C is Mr. Gibault's signature.
5. Mr. Gibault's signature was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because the Form C was executed by Mr. Gibault without an officer present, as a safety precaution and in a fashion to maintain physical distancing due to the COVID-19 pandemic.
6. Mr. Gibault was not physically present before me, but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

I swear this Affidavit in support of an application to register the Form C against title to the Property.

**SWORN BEFORE ME** at the City of  
Vancouver, in the Province of British  
Columbia, this 25<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
A Commissioner for Taking Affidavits  
for British Columbia

**Jonathan Carter**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7

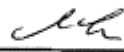
(252196-504624-02240763; 604-628-8994)

  
\_\_\_\_\_  
**GREG FABBRO**



Land Title Act  
**Charge**  
 General Instrument – Part 1

Witnessing Officer Signature

  
 \_\_\_\_\_

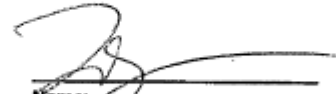
**CECILIA GWO YANN CHIN**  
 A Commissioner for Taking  
 Affidavits for British Columbia  
 My Commission expires August 31, 2025  
 6th Floor - 595 Burrard Street  
 Vancouver, BC, V7X 1L5

Execution Date

YYY-MM-DD  
 2022-11-09

Transferor / Transferee / Party Signature(s)

**BANK OF MONTREAL**  
 By their Authorized Signatory



Name:  
 Mark Tower  
 Account Manager

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.

**Electronic Signature**

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, R.S.B.C. 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.



TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
SECURED MARKET RENTAL HOUSING

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferor, 2886 COMMERCIAL DRIVE LTD., as more particularly defined in Section 1.1(s); and
  - (II) the Transferee, CITY OF VANCOUVER, is herein called the "City", as more particularly defined in Section 1.1(c);
- B. The Owner is the registered owner of the Lands;
- C. The Owner applied, under the Development Permit Application, to develop on the Lands one mixed-use building containing commercial uses at grade and 44 secured market rental housing all over one level of underground parking with vehicular access from the lane (the "Development");
- D. The Development Permit Application was approved in principle by the City's Director of Planning subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a housing agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing 44 residential units, as secured market rental housing, excluding seniors supportive or assisted housing, for a term equal to the longer of 60 years or the life of the building, subject to the following conditions and requirements:
- (I) a no separate-sales covenant;
  - (II) a no stratification covenant;
  - (III) none of the units are to be rented for less than one month at a time; and
  - (IV) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may, in their sole discretion, require; and
- E. 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"** means the City of Vancouver as a corporate entity;
  - (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 of Vancouver"** means, save only for its use in Section 1.1(c), the City of Vancouver as a geographical location;
  - (f) **"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;
  - (g) **"Development"** means the development on the Lands described in Recital C and approved by a Development Permit;
  - (h) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Development Permit Application;
  - (i) **"Development Permit Application"** means Development Permit Application Number DP-2021-00470;
  - (j) **"Director of Legal Services"** means the chief administrator, from time to time, of the City's Legal Services Department and her or his successors in function and their respective nominees;
  - (k) **"Dwelling Unit"** has the meaning ascribed to such term in the City's *Zoning and Development By-law No. 3575*, as amended or replaced from time to time;
  - (l) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
  - (m) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and her or his successors in function and their respective nominees;
  - (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

- (o) **"Lands"** means the parcel of land situate in the City of Vancouver and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (p) **"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;
- (q) **"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 any 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 any Development Permit;
- (r) **"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;
- (s) **"Owner"** means the Transferor, 2886 COMMERCIAL DRIVE LTD., and any successors in title to the Lands or any portion thereof;
- (t) **"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 Section 1.1(t)(i)(A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"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;

- (v) "Rental Housing Units" means the new 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;
- (w) "Rental Housing Units Air Space Parcel" has the meaning ascribed to such term in Section 3.1(a)(i);
- (x) "Rental Housing Units Strata Lot" has the meaning ascribed to such term in Section 3.1(a)(ii);
- (y) "Replacement Rental Housing Unit" has the meaning ascribed to such term in Section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (z) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (aa) "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; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (bb) "Vancouver" has the meaning ascribed to such term in Recital A(ii); and
- (cc) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

**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 bylaw includes and is a reference to such statute or bylaw and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, bylaw and regulations that may be passed which have the effect of supplementing or superseding such statutes, bylaws 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 44 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City bylaws 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 of the 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 damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 44 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 bylaws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

- (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 (or Replacement Rental Housing Unit, as applicable) 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 (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7(a);
- (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, subject to ARTICLE 3;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) 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) excluding reasonable wear and tear, 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 in Vancouver;
- (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; and
- (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 the City of Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3**  
**SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

**3.1 Subdivision.** Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by:
  - (i) the deposit of an air space subdivision plan, to enable all of the Rental Housing Units to be contained within one air space parcel (the "Rental Housing Units Air Space Parcel"); or
  - (ii) the deposit of a strata plan to enable the creation of a strata lot containing all of the Rental Housing Units (the "Rental Housing Units Strata Lot"); and
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Rental Housing Units Air Space Parcel or the Rental Housing Units Strata Lot, as applicable, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Rental Housing Units Air Space Parcel or the Rental Housing Units Strata Lot and associated common property, as applicable, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, the Rental Housing Units Air Space Parcel or the Rental Housing Units Strata Lot, as applicable, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

**3.2 Air Space Parcel.** If the Lands are subdivided by way of an air space plan whereby the Rental Housing Units are contained with the Rental Housing Units Air Space Parcel and the remainder of the Lands is contained with the remainder or is subdivided by way of strata plan, the Owner shall, as condition of the subdivision of the Lands by way of air space plan (and prior to any subdivision of the remainder by way of strata plan), be required to register a reciprocal air space parcel easement agreement in form satisfactory to the City setting out the respective obligations of the owner the Rental Housing Units Air Space Parcel and the owner of the remainder of the Lands whereby, without limitation:

- (a) the owner of the Rental Housing Units Air Space Parcel shall be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units Air Space Parcel;
- (b) the owner of the remainder will be responsible for performing the covenants and obligations of the Owner as they pertain to the remainder; and
- (c) primary responsibility for the maintenance and repair of and insurance for common areas and facilities (including, without limitation, the building envelope and roof) will be assigned to one of the owners;
- (d) the owner of the Rental Housing Units Air Space Parcel and the owner of the remainder will pay equitable shares of the costs of maintenance and repair of and insurance for common areas and facilities; and
- (e) the obligation to replace the Rental Housing Units under Section 2.1(c) will apply where the owner of the Rental Housing Units Air Space Parcel and the owner of the remainder have reached a decision to rebuild the Building or if a new development is to be constructed on the Lands, subject always to the City's development permit process and requirements.

**3.3 Strata Corporation.** If the Lands are subdivided by way of strata plan whereby the Rental Housing Units are contained with the Rental Housing Units Strata Lot:

- (a) the owner of the Rental Housing Units Strata Lot will be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units Strata Lot in accordance with the *Strata Property Act*;
- (b) the strata corporation will be responsible for performing the covenants and obligations of the Owner herein insofar as they pertain to the Building as a whole or the common property of any such strata plan in accordance with the *Strata Property Act*;
- (c) the obligation to insure in Section 2.1(j) will be satisfied if the owner of the Rental Housing Units Strata Lot obtains typical insurance obtained by a prudent owner of a strata lot in Vancouver; and
- (d) the obligation to replace the Rental Housing Units under Section 2.1(c) will be satisfied if the owner of the Rental Housing Units Strata Lot votes its interest in the strata corporation to restore and replace the Building.



**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 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 Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, 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 4.1(a)(i); and
  - (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5  
ENFORCEMENT**

- 5.1 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 shall be entitled to court costs on a solicitor and own client basis.

**ARTICLE 6  
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity.** Subject to Section 6.3, the Owner covenants and agrees as follows:
- (a) it will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
    - (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) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
  - (C) withholding any permit pursuant to this Agreement; or
  - (D) exercising any of its rights hereunder; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel; and

- (b) 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 or which could not have been sustained "but for" any of the following:
- (i) this Agreement;
  - (ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
  - (iii) 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;
    - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
    - (D) exercising any of its rights hereunder under; or
  - (iv) 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
  - (v) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel.

**6.2 Nature of Indemnities.** The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenant granted in this Agreement.

**6.3 Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.3(b).

- (c) Regardless of whether the claim is being defended under Section 6.3(a) or Section 6.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

**6.4 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 7  
NOTICES**

**7.1 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, BC V5Y 1V4  
Attention: General Manager of Planning, Urban Design and  
Sustainability

with a concurrent copy to the Director of Legal Services

(b) if to the Owner, addressed to:

2886 Commercial Drive Limited Partnership  
Suite 3350 - 1021 West Hastings Street  
Vancouver, BC V6E 0C3  
Attention: McGregor Wark

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

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

(d) if personally delivered, on the date when delivered,

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

**ARTICLE 8  
MISCELLANEOUS**

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

**8.2 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.

**8.3 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.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 Sale of Lands or New Building.**

- (a) 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 8.7(a) will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

- (b) Subject to Section 8.7(a), neither the Owner nor any successor in title to the Lands shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion of the Lands, but the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance and non-performance of covenants herein as the same relate to such portion of the Lands that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner of such portion of the Lands

- 8.8 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.
- 8.9 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, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.10 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 General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA8540654 and Assignment of Rents CA8540655;
- (b) "Existing Chargeholder" means BANK OF MONTREAL;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 1477 West Broadway**

Following the Public Hearings held on April 14, 19 and 21, 2022, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 6, 2022





## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 1477 West Broadway**

After the Public Hearings on April 14, 19 and 21, 2022, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
December 6, 2022



## EXPLANATION

**By-law to authorize the borrowing of certain sums of money  
from January 8, 2023 to January 7, 2024,  
pending the collection of real property taxes**

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

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

Enactment of the attached By-law, to take effect January 8, 2023, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not, during the period from January 8, 2023 to January 7, 2024, exceed \$60,000,000.

Director of Legal Services  
December 6, 2022

## **BY-LAW NO.**

### **A By-law to authorize the borrowing of certain sums of money from January 8, 2023 to January 7, 2024, pending the collection of real property taxes**

#### **PREAMBLE**

In exercise of the power provided by Section 263 of the Vancouver Charter, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2023 up to and including January 7, 2024, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

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

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

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

2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2023 to and including January 7, 2024, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:

- (a) the monies so borrowed as herein provided, together with interest thereon, will be a liability payable out of the revenues of the City of Vancouver, and must be payable and repaid to the lenders on or before January 7, 2024; and
- (b) the City of Vancouver hereby hypothecates as security for the repaying of:
  - (i) the monies so borrowed up to and including December 31, 2023, the real property taxes for general purposes remaining unpaid as of January 8, 2023, together with the real property taxes for general purposes to be levied in the year 2023, in an amount equal to not more than \$718,837,092, which amount is equal to 75% of the real property taxes for general purposes levied in 2022, and
  - (ii) the monies so borrowed subsequent to December 31, 2023, the real property taxes for general purposes then remaining unpaid, and any amounts receivable by the City of Vancouver from other governments as of December 31, 2023,

and the said taxes will be a security for the monies so borrowed under this By-law, and such taxes and monies receivable from other governments must be applied, inter alia, in the repayment of such monies so borrowed by way of overdraft and the interest thereon, provided always that the granting of such security will in no way limit or affect the general liability of the City of Vancouver.

- 3. Council repeals By-law No. 13180.
- 4. This By-law is to come into force and take effect on January 8, 2023.

ENACTED by Council this                      day of                      , 2022

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Mayor

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Acting City Clerk