

File No.: 04-1000-20-2018-607

December 21, 2018

s.22(1)

Dear s.22(1)

**Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of November 20, 2018 for:

**All historical records pertaining to underground or aboveground storage tanks, fill depositions, hazardous and contaminated waste, environmental incidents and any other environmentally related issues that have occurred at 2525 Renfrew Street (formerly 2894 East Broadway).**

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-607); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over the printed name of Barbara J. Van Fraassen.

**Barbara J. Van Fraassen, BA**  
**Director, Access to Information & Privacy**

[Barbara.vanfraassen@vancouver.ca](mailto:Barbara.vanfraassen@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4

\*If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ma



Regional File: 26250-20/5009

February 16, 2016

SITE 5009

**VIA EMAIL ONLY:** [jwilkinson@amblesideconsulting.com](mailto:jwilkinson@amblesideconsulting.com) and [james.smith@vancouver.ca](mailto:james.smith@vancouver.ca)

Ambleside Environmental Ltd.  
427 – 1489 Marine Drive  
West Vancouver, BC V7T 1B8  
**Attention: Liisa Wilkinson**

City of Vancouver  
515 W 10<sup>th</sup> Avenue  
Vancouver, BC  
**Attention: James Smith**

Dear Liisa Wilkinson and James Smith:

**Re: Site Profile Submission – Subdivision Application**  
**2894 East Broadway, Vancouver**  
**PID: 002-907-763**

This letter is to acknowledge receipt of a satisfactorily completed site profile pertaining to the above-referenced site. In accordance with section 7(1) of the Contaminated Sites Regulation, the Director does require a preliminary site investigation for the site referenced above. Investigation of all environmental media must be conducted until the full extent of contamination is determined at the site and which has migrated from the site. Section 58 and 59 of the Contaminated Sites Regulation describe the requirements for the conduct of preliminary and detailed site investigation and the content of reports based on those investigations. Pursuant to the *Land Title Act* (section 85.1), this decision will suspend approval of the subject application or future applications for the site as identified in section 40 of the *Environmental Management Act* (Act), until<sup>1</sup>:

- the proponent has applied for, and obtained one of the following instruments, as applicable: a determination that the site is not a contaminated site, a Voluntary Remediation Agreement, an Approval in Principle of a remediation plan or a Certificate of Compliance confirming the satisfactory remediation of the site. A copy of the legal instrument must be provided to the approving authority; or
- the approving authority has received notice from the ministry that it may approve a specific application because a) in the opinion of the Director, the site would not present a significant

<sup>1</sup> Except where the municipality or approving officer has opted out of the site profile process as per section 4(4) of the Contaminated Sites Regulation.

threat or risk if the specified application were approved; b) the Director has received and accepted a Notification of Independent Remediation with respect to the site; or c) the Director has indicated that a site investigation is not required prior to the approval of the specified application.

For more information regarding the freeze and release provisions of the site profile process, refer to Fact Sheet 37, "Site Profile Freeze and Release Provisions" and Administrative Guidance 6, "Site Profile Decisions and Requesting Release Where Local Government Approvals are Required" available on the Land Remediation Section Website at <http://www.env.gov.bc.ca/epd/remediation/>.

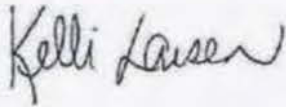
Please also be advised of the following:

- The ministry recommends that the proponent review all aspects of the government's contaminated sites legislation and supporting guideline documents and protocols to ensure that all required information is collected and documented during investigation and where necessary, remediation of the site;
- Those persons undertaking site investigations and remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the Act and its regulations. The ministry considers these persons responsible for identifying and addressing any human health or environmental impacts associated with the contamination.
- In cases of site demolition, we recommend that a survey of building materials and equipment be undertaken to identify any materials that require special management;
- Fees are applicable for the ministry's contaminated sites services, pursuant to section 9 of the Contaminated Sites Regulation. Information on the government's contaminated sites legislation and supporting guideline documents and protocols as well as a Contaminated Sites Services Application Form can be obtained from the ministry's Land Remediation web page located at: <http://www.env.gov.bc.ca/epd/remediation/>;
- Under the authority of the Act, all applications eligible under Protocol 6 must be submitted by an Approved Professional via the Contaminated Sites Approved Professional Society. For further clarification of application eligibility please see Protocol 6, "Eligibility of Applications for Review by Approved Professionals"; and
- Penalties for noncompliance with the contaminated sites requirements of the Act and Regulation are provided in section 120(17) of the Act.

Decisions of a Director may be appealed under part 8 of the Act.

Please contact the undersigned at 604 582-5246 if you have any questions about this letter.

Sincerely,

A handwritten signature in black ink that reads "Kelli Larsen". The signature is written in a cursive style with a large initial 'K' and a long, sweeping underline.

Kelli Larsen  
for Director, *Environmental Management Act*

kll/

## Petro-Canada

P.O. Box 2844  
Calgary, Alberta T2P 3E3  
Telephone (403) 296-8000  
Telex 03-821524  
Facsimile (403) 296-3030

## Petro-Canada

C.P. 2844  
Calgary (Alberta) T2P 3E3  
Téléphone (403) 296-8000  
Télex 03-821524  
Télécopieur (403) 296-3030



July 22, 1997

Our File: 130-04.056

Your File:

Ms. Florence Low  
c/o Mr. Russell Tong  
2185 West 37th Avenue  
VANCOUVER, BC V6M 1N9

Dear Ms. Low:

**Re: 2894 East Broadway, Vancouver, BC**

We are writing to confirm Petro-Canada's undertakings regarding the remediation of 2894 East Broadway, Vancouver, BC (the "Site"). Petro-Canada hereby confirms that Petro-Canada will, at Petro-Canada's expense:

1. As part of any redevelopment of the Site by you (or any successor in interest), excavate, dispose of, and replace soils on the property which are above the residential (RL) criteria, in compliance with the *Waste Management Act* and the *Contaminated Sites Regulation*;
2. Cooperate with you and supply such information as may be necessary to enable you to obtain a certificate of compliance in respect of the Site and will reimburse you for all reasonable costs incurred in obtaining such a certificate; and
3. If the property is sold by you to your present tenant, Mr. Chen, and as part of the anticipated installation of new underground petroleum storage tanks by Husky Oil, ensure that in conjunction with the excavation to be carried out therefor, the area in and around Borehole 5 meets the residential (RL) criteria of the *Contaminated Sites Regulation* (BC Reg. 375/96) under the *Waste Management Act*, and will handle all soils as set out in Item 1 above.

.. 2

2

We trust you will find the above to be satisfactory. If you have any questions or concerns, please contact the undersigned at (403) 296 7695.

Yours truly,

**PETRO-CANADA**



Scott Willard

Manager, Asset Management  
Western Region

gja

## SCHEDULE 1 Site Profile

(Version 1.0)

### Preamble

Under section 20.11 of the *Waste Management Act*, a person who knows or reasonably should know that a site has been used or is used for industrial or commercial purposes or activities must in certain circumstances provide a site profile.

Schedule 2 of the Contaminated Sites Regulation sets out the types of industrial or commercial purposes or activities to which site profile requirements apply.

*If section 20.11 of the Waste Management Act applies to you and you know or reasonably should know that site has been used or is used for one of the purposes or activities found in Schedule 2 of the Contaminated Sites Regulation, you may be required to complete the attached site profile.*

### Notes/Instructions:

Persons preparing a site profile *must* complete Section I, II and III, answer all questions in sections IV through IX, and sign section XI. If the site profile is not satisfactorily completed, it will not be processed under the *Waste Management Act* and the Contaminated Sites Regulation. Failure to complete the site profile satisfactorily may result in delays in approval of relevant applications and in the postponement of decisions respecting the property.

The person completing this site profile is responsible for the accuracy of the answers. Questions must be answered to the best of your knowledge.

One (1) site profile may be completed for a site comprised of more than one titled or untitled parcel, but individual parcels must be identified.

If the property is legally surveyed, titled and registered, then all PID numbers (Parcel Identifiers - Land Title Registry system) must be provided for *each* parcel as well as the appropriate legal description.

If the property is untitled Crown land (no PID number), then the appropriate PIN numbers (Parcel Identification Numbers - Crown Land registry system) for each parcel with the appropriate land description should be supplied.

If a PID or PIN number is *not* available for the site, a latitude and longitude (accurate to 0.5 of a second using North American Datum established in 1983) of the centre of the site is required. Also, please attach an accurate map, containing latitude, longitude and datum references, which shows the boundaries of the site in question. Please use the largest scale map available.

If available, the Crown Land File Number for the site should also be supplied.

Anything submitted in relation to this site profile will become part of the public record and may be made available to the public through the Site Registry as established under the *Waste Management Act*.

Under sections 20.21 of the *Waste Management Act*, corporate and personal information contained in the site profile may be made available to the public through the Site Registry. Should you have questions concerning the collection of this information, contact your local BC Environment office or the Site Registrar, 3rd floor, 777 Broughton St., Victoria, BC V8V 1X5. Telephone: 1-250-387-4441.

SCHEDULE 1  
Site Profile

(Version 1.0)

I CONTACT IDENTIFICATION

A. Name of Site Owner:

Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial(s) \_\_\_\_\_ (and/or, if applicable)

Company MUNA INVESTMENT LTD

Owner's Civic Address 2894 EAST Broadway

City VANCOUVER Province/State B.C.

Country CANADA Postal Code/ZIP V5M 1Z1

B. Person Completing Site Profile (Leave blank if same as above):

Last Bryden First John Middle Initial(s) D (and/or, if applicable)

Company CPG ENGINEERING INC.

C. Person to Contact Regarding the Site Profile:

Last Bryden First John Middle Initial(s) D (and/or, if applicable)

Company CPG ENGINEERING INC.

Mailing Address 1100 - 1200 WEST 73rd

City VANCOUVER Province/State B.C.

Country CANADA Postal Code/ZIP V6P 6G5

Telephone (604) 267-7063 Fax (604) 267-7064

II SITE IDENTIFICATION

IF Legally Titled, Registered Property

Site Street Address (if applicable) 2894 EAST Broadway

City VANCOUVER Postal Code V5M 1Z1

PID numbers and associated legal descriptions. Attach an additional sheet if necessary.

PID

Legal Description

Topographic Survey Plan of LOTE  
Block 2, South 1/2 of Section 35,  
Town of Hastings Suburban Lands,  
New Westminster District, Plan 20664

Total number of titled parcels represented by this site profile is: 1

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

**IF Untitled Crown Land**

1) PIN numbers and associated Land Description. *Attach an additional sheet if necessary.*

<u>PIN</u>	<u>Land Description</u>
_____	_____
_____	_____
_____	_____
_____	_____

Total number of untitled crown land parcels represented by this site profile is: \_\_\_\_\_

OR

2) Coordinates (using the North American Datum 1983 convention) for the centre of the site:

Latitude: Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_  
Longitude: Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_

Please attach a map of appropriate scale showing the boundaries of the site.  
(and, if available)

Crown land file numbers. *Attach an additional sheet if necessary.*

\_\_\_\_\_

(All the Following Questions Must Be Answered.)

**III COMMERCIAL AND INDUSTRIAL PURPOSES OR ACTIVITIES**

Please indicate below, in the format of the example provided, which of the industrial and commercial purposes and activities from Schedule 2 have occurred or are occurring on this site.

<u>Schedule 2</u>	<u>EXAMPLE</u>
<u>Reference</u>	<u>Description</u>
E1	appliance, equipment or engine repair, reconditioning, cleaning or salvage
F10	solvent manufacturing or wholesale bulk storage

Please print legibly. *Attach an additional sheet if necessary*

<u>Schedule 2</u>	<u>Description</u>
<u>Reference</u>	
<u>F5</u>	<u>PETROLEUM PRODUCT DISPENSING SERVICE STATION</u>
_____	_____
_____	_____
_____	_____

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

IV AREAS OF POTENTIAL CONCERN			
	Is there currently or to the best of your knowledge has there previously been on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres?		X
B.	Residue left after removal of piled materials such as chemicals, coal, ore, smelter slag, air quality control system baghouse dust?		X
C.	Discarded barrels, drums or tanks?		X
V FILL MATERIALS			
	Is there currently or to the best of your knowledge has there previously been on the site any deposit of (please mark the appropriate column opposite the question):	YES	NO
A.	Fill dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 2?		X
B.	Discarded or waste granular materials such as sand blasting grit, asphalt paving or roofing material, spent foundry casting sands, mine ore, waste rock or float?		X
C.	Dredged sediments, or sediments and debris materials originating from locations adjacent to foreshore industrial activities, or municipal sanitary or stormwater discharges?		X
VI WASTE DISPOSAL			
	Is there currently or to the best of your knowledge has there previously been on the site any landfilling, deposit or dumping in pits, ponds, lagoons or natural depressions of (please mark the appropriate column opposite the question):	YES	NO
A.	Materials such as household garbage, mixed municipal refuse, or demolition debris?		X
B.	Waste or byproducts such as tank bottoms, residues, sludge, or flocculation precipitates from industrial processes or wastewater treatment?		X
C.	Waste products from smelting or mining activities, such as smelter slag, mine tailings, or cull materials from coal processing?		X
D.	Waste products from natural gas and oil well drilling activities, such as drilling fluids and muds?		X
E.	Waste products from photographic developing or finishing laboratories; asphalt tar roofing manufacturing; boilers, incinerators or other thermal facilities (e.g. ash); appliance, small equipment or engine repair or salvage; dry cleaning operations (e.g. solvents); or automobile and truck parts cleaning or repair?		X

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

VII TANKS OR CONTAINERS USED OR STORED			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Underground fuel or chemical storage tanks?	X	
B.	Above ground fuel or chemical storage tanks?		X
VIII SPECIAL (HAZARDOUS) WASTES OR SUBSTANCES			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored?		X
B.	Waste asbestos or asbestos containing materials such as pipe wrapping, blown-in insulation or panelling buried?		X
C.	Paints, solvents, mineral spirits or waste pest control products or pest control product containers stored in volumes greater than 205 litres?		X
IX LEGAL OR REGULATORY ACTIONS OR CONSTRAINTS			
	To the best of your knowledge are there currently any of the following pertaining to the site (please mark the appropriate column opposite the question):	YES	NO
A.	Government orders or other notifications pertaining to environmental conditions or quality of soil, water, groundwater or other environmental media?		X
B.	Liens to recover costs, restrictive covenants on land use, or other charges or encumbrances, stemming from contaminants or wastes remaining onsite or from other environmental conditions?		X
C.	Government notifications relating to past or recurring environmental violations at the site or any facility located on the site?		X
X ADDITIONAL COMMENTS AND EXPLANATIONS			
<p>(Note 1: Please list any past or present government orders, permits, approvals, certificates and notifications pertaining to the environmental condition, use or quality of soil, surface water, groundwater or biota at the site.</p> <p>Note 2: If completed by a consultant, receiver or trustee, please indicate the type and degree of access to information used to complete this site profile. Attach extra pages, if necessary):</p> <p><i>Consultant Reports on Decommissioning of Former Service Station and copies of ESA Reports.</i></p> <p><i>Love's Letters Attached.</i></p>			

**SCHEDULE 1  
Site Profile**

(Version 1.0)

**XI SIGNATURES**

The person completing the site profile states that the above information is true, based on the person's current knowledge as of the date completed.

  
Signature of person completing site profile

98-03-20  
Date completed: (YY-MM-DD)

**XII OFFICIAL USE**

**Local Authority**

Reason For Submission (Please check one or more of the following)

Soil Removal ☐

Subdivision Application ☐ Zoning Application ☐ Development Permit ☒ Variance Permit ☐ Demolition Permit ☐

Date received:

Assessed by/local contact:

Date Submitted to  
Site Registrar:

Date forwarded to  
BC Environment  
Manager:

980327

Name S.A. ROBINSON

Agency CITY OF VANCOUVER

Address 453 W 12th Ave

Vancouver B.C. V7C 5P5

Telephone 873.7732 Fax 873.7100

980403

**BC Environment Manager**

Reason For Submission (Please check one or more of the following)

Under Order ☐

Site Decommissioning ☐

Foreclosure ☐

Date received:

Assessed by:

Investigation  
Required?

Decision date:

Name \_\_\_\_\_

Region \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

If site profile entered, SITE ID # \_\_\_\_\_

YES NO

**Site Registrar**

Date received:

Entered onto site registry by:

SITE ID #:

Entry date:



# O'CONNOR ASSOCIATES ENVIRONMENTAL INC.

19770 - 94A AVENUE, UNIT 101C, LANGLEY, BRITISH COLUMBIA V1M 3B7 TELEPHONE (604) 838-6900 FAX: (604) 838-6911

March 14, 1996

10-3982

**PRIVILEGED AND CONFIDENTIAL**

City of Vancouver  
453 West the Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Mr. D.H. Roberts, A.Sc.T.  
Deputy Sewage Control Manager

Dear Sir:

Re: Permission to Discharge Treated Groundwater  
to the Municipal Sanitary Sewer System from  
Petro-Canada Service Station  
2894 East Broadway  
Vancouver, British Columbia  
Location No. 04215

PERMITS & LICENSES DEPARTMENT  
Reg. No.:                       
MAR 18 1996  
ORIGINAL:                       
COPY TO:                     

On behalf of our client, Petro-Canada, we are seeking permission to discharge treated groundwater to the municipal sanitary sewer system at the above referenced site. The treated groundwater would be discharged during facility decommissioning activities which are tentatively scheduled to commence on 96/05/01. A site plan is included for your reference as Drawing No. 1.1. A cheque for the \$ 280.00 permit fee is also included.

The results of hydrochemical analyses of groundwater samples recovered during a recent site assessment are summarized in Tables 1.1, 1.2, and 1.3. As indicated, dissolved hydrocarbon constituents were detected in a number of the samples, however, liquid hydrocarbons have not been detected at the site. We propose to treat the recovered groundwater using a separator/holding tank and either activated carbon filters or an air stripper equipped with activated carbon offgas treatment. Access to the municipal sanitary sewer system would be via an on-site sanitary clean-out. We anticipate that discharge of treated groundwater may be required for a period of up to 1 month at flowrates not exceeding 300 L/min.

We propose to treat the recovered groundwater so that the discharge characteristics comply with Greater Vancouver Sewerage and Drainage District (GVS&DD) Sewer Use By-Law No. 164. In addition, we propose that total benzene, toluene, ethyl benzene and xylenes (BTEX), total extractable hydrocarbons (TEH) and total polycyclic aromatic hydrocarbons (PAH) concentrations in the discharge meet the criteria summarized in Table 1.4

.../2

City of Vancouver  
March 14, 1996  
Page 2

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which have been acceptable on projects of this nature in the past. Treated effluent samples would be recovered within the first 4 hours of system operation and analyzed to confirm compliance with the established discharge criteria. Additional samples would be recovered as per the conditions of the City of Vancouver Waste Discharge Permit. Records of discharge rates and cumulative volumes treated would be maintained and provided to the City of Vancouver as required.

We trust that the foregoing information is satisfactory for your present requirements. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

O'CONNOR ASSOCIATES ENVIRONMENTAL INC.



R.B. MacEachern, P.Eng.



J. Naus, P.Eng.

RBM/zf

Distribution: Addressee (1)  
Mr. A.P. Stolz, Petro-Canada (1)



TABLE 1.1  
HYDROCHEMICAL RESULTS AND GUIDELINES  
(mg/L)

95/12/01

CONSTITUENT	NH <sub>2</sub>	NH <sub>4</sub>	NH <sub>4</sub> <sup>a</sup>	BMS	DETECTION LIMIT	DRINKING WATER		GUIDELINES FOR THE PROTECTION OF FRESH WATER AQUATIC LIFE	BRITISH COLUMBIA SPECIAL WASTE REGULATION <sup>e</sup>
						HEALTH BASED	AESTHETIC OBJECTIVES		
Benzene	ND	<u>0.567</u> <sup>DR</sup>	<u>0.0680</u> <sup>DR</sup>	ND	0.0005	0.005 <sup>a, b</sup>	NC	0.1 <sup>g</sup>	0.5
Toluene	ND	<u>0.196</u> <sup>AO</sup>	<u>0.191</u> <sup>AO</sup>	0.0104	0.0005	NC	<0.024 <sup>a, g</sup>	0.1 <sup>g</sup>	2.4
Ethyl Benzene	ND	<u>0.457</u> <sup>AO, SW</sup>	<u>0.410</u> <sup>AO, SW</sup>	0.0008	0.0005	NC	<0.0024 <sup>a, c</sup>	0.1 <sup>g</sup>	0.24
Xylenes	ND	<u>4.211</u> <sup>AT</sup>	<u>3.801</u> <sup>AO, AT</sup>	0.0541	0.0005	NC	<0.1 <sup>a, d</sup>	2.0 <sup>h</sup>	10.0
Light Hydrocarbons	ND	<u>8.74</u> <sup>AO</sup>	<u>7.66</u> <sup>AO</sup>	0.14	0.10		1.0 <sup>d</sup>		
Total Extractable Hydrocarbons		<u>0.3</u> <sup>AT</sup>	<u>3.5</u> <sup>AT</sup>	<u>4.9</u> <sup>AO</sup>	<u>0.1</u> <sup>AO</sup>		0.2 <sup>f</sup>		

a - drinking water criterion as established by the BC Environment,  
Criteria for Managing Contaminated Sites in British Columbia, 1995

b - maximum acceptable concentration as established by the  
Guidelines for Canadian Drinking Water Quality (1993)

c - aesthetic objective established by the Guidelines  
for Canadian Drinking Water Quality (1993)

d - British Columbia Ministry of Environment; Contaminated  
Sites Unit, Measuring Petroleum Hydrocarbon  
Concentrations in Soil and Water,  
October 1991, (Memorandum)

e - British Columbia Special Waste Regulation: Amended April 3, 1992

f - Water Quality Sourcebook, Environment Canada (1979)

g - Canadian Water Quality Guidelines (1993)

h - Environment Canada (1984), ENVIROTIPS manual for xylenes

NA - not analyzed

NC - no criterion

ND - not detected

BOLD<sup>DR</sup> - value exceeds referenced drinking water health criterion

BOLD<sup>AO</sup> - value exceeds referenced aesthetic objective

BOLD<sup>AT</sup> - value exceeds referenced aquatic toxicity guideline

BOLD<sup>SW</sup> - value exceeds referenced Special Waste extraction  
procedure leachate criterion

TABLE 1.2  
HYDROCHEMICAL RESULTS AND GUIDELINES  
(mg/L)  
96/01/19

CONSTITUENT	BH1	BH3	DETECTION LIMIT	DRINKING WATER		GUIDELINES FOR THE PROTECTION OF FRESH WATER AQUATIC LIFE	BRITISH COLUMBIA SPECIAL WASTE REGULATION <sup>e</sup>
				HEALTH BASED	AESTHETIC OBJECTIVES		
Benzene	ND	ND	0.0005	0.005 <sup>a,b</sup>	NC	0.3 <sup>g</sup>	0.5
Toluene	ND	ND	0.0005	NC	≤0.024 <sup>a,c</sup>	0.3 <sup>g</sup>	2.4
Ethyl Benzene	ND	ND	0.0005	NC	≤0.0024 <sup>a,c</sup>	0.7 <sup>g</sup>	0.24
Xylenes	ND	ND	0.0005	NC	≤0.3 <sup>a,c</sup>	2.0 <sup>h</sup>	30.0
Light Hydrocarbons	ND	ND	0.10		1.0 <sup>d</sup>		

a - drinking water criterion as established by the BC Environment, Criteria for Managing Contaminated Sites in British Columbia, 1995

b - maximum acceptable concentration as established by the Guidelines for Canadian Drinking Water Quality (1993)

c - aesthetic objective established by the Guidelines for Canadian Drinking Water Quality (1993)

d - British Columbia Ministry of Environment; Contaminated Sites Unit, Measuring Petroleum Hydrocarbon Concentrations in Soil and Water, October 1991, (Memorandum)

e - British Columbia Special Waste Regulation; Amended April 9, 1992

f - Water Quality Sourcebook, Environment Canada (1979)

g - Canadian Water Quality Guidelines (1993)

h - Environment Canada (1984), ENVIROTIPS manual for xylenes

NC - no criterion

ND - not detected

TABLE 1.3  
HYDROCHEMICAL RESULTS AND GUIDELINES  
(mg/L)  
95/02/16

CONSTITUENT	BH6	BH7	BH8	DETECTION LIMIT	DRINKING WATER		GUIDELINES FOR THE PROTECTION OF FRESH WATER AQUATIC LIFE	BRITISH COLUMBIA SPECIAL WASTE REGULATION <sup>e</sup>
					HEALTH BASED	AESTHETIC OBJECTIVES		
Benzene	ND	0.0236 <sup>DW</sup>	0.0834 <sup>DW</sup>	0.0005	0.005 <sup>a,b</sup>	NC	0.3 <sup>g</sup>	0.5
Toluene	ND	0.0012	0.0057	0.0005	NC	≤0.024 <sup>a,c</sup>	0.3 <sup>g</sup>	2.4
Ethyl Benzene	ND	0.0250 <sup>AO</sup>	0.536 <sup>AO, SW</sup>	0.0005	NC	≤0.0024 <sup>a,c</sup>	0.7 <sup>g</sup>	0.24
Xylenes	ND	0.1234	1.4622 <sup>AO</sup>	0.0005	NC	≤0.3 <sup>a,c</sup>	2.0 <sup>h</sup>	30.0
Light Hydrocarbons	ND	0.44	7.69 <sup>AO</sup>	0.10		1.0 <sup>d</sup>		

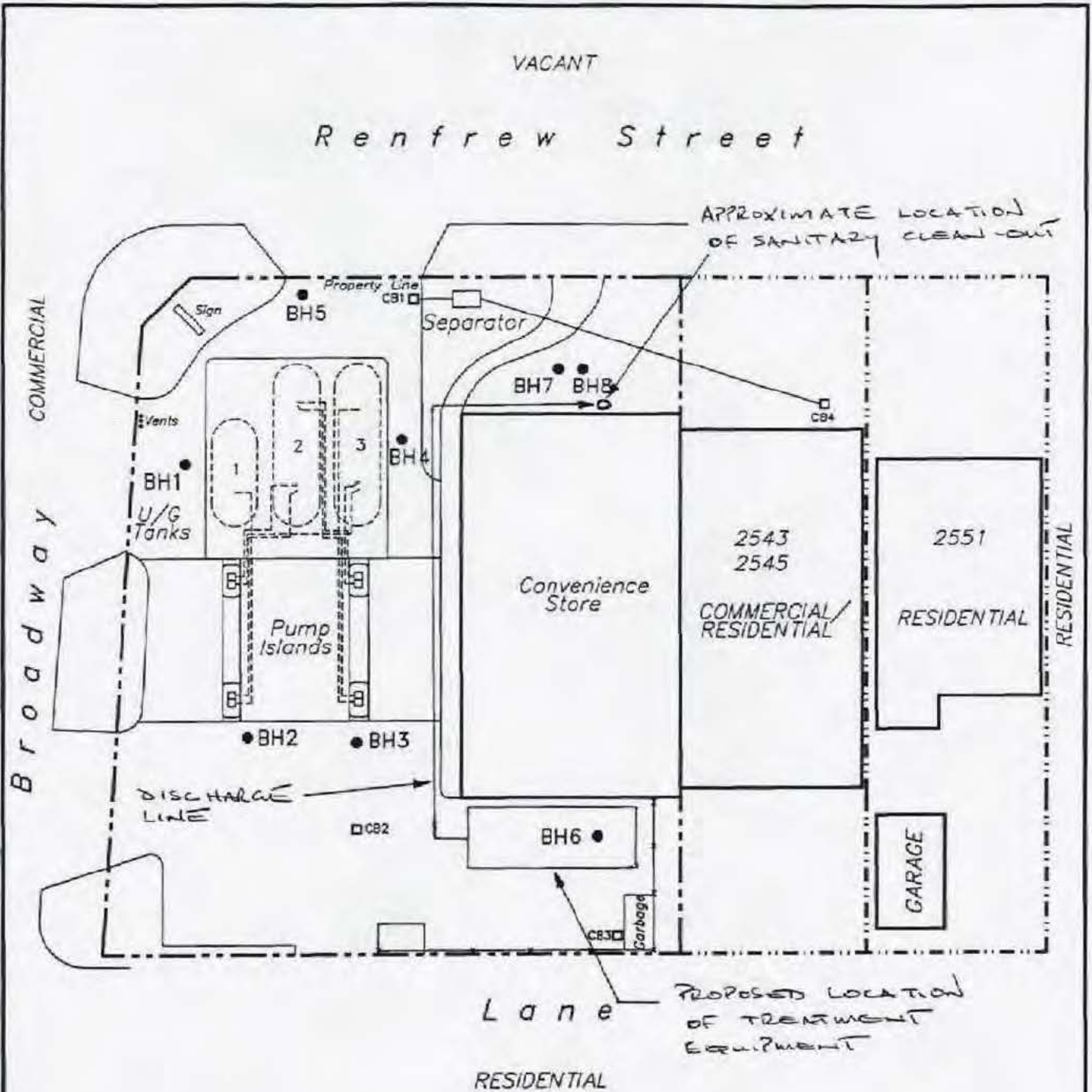
- a - drinking water criterion as established by the BC Environment, Criteria for Managing Contaminated Sites in British Columbia, 1995  
b - maximum acceptable concentration as established by the Guidelines for Canadian Drinking Water Quality (1993)  
c - aesthetic objective established by the Guidelines for Canadian Drinking Water Quality (1993)  
d - British Columbia Ministry of Environment; Contaminated Sites Unit, Measuring Petroleum Hydrocarbon Concentrations in Soil and Water, October 1991, (Memorandum)  
e - British Columbia Special Waste Regulation; Amended April 9, 1992  
f - Water Quality Sourcebook, Environment Canada (1979)  
g - Canadian Water Quality Guidelines (1993)  
h - Environment Canada (1984), ENVIROTIPS manual for xylenes  
NC - no criterion  
ND - not detected

TABLE 1.4

PROPOSED DISCHARGE CRITERIA  
(mg/L)

<u>PARAMETER</u>	<u>MAXIMUM CONCENTRATION</u>
Total Benzene, Toluene Ethyl Benzene and Xylenes	1.0
Total Extractable Hydrocarbons	15
Total Polycyclic Aromatic Hydrocarbons	0.05





0 5  
m



### LEGEND

- Borehole
- Catch Basin

Tank No.	Volume(L)	Product
1	23000	PUL
2	37000	RUL
3	37000	RUL

Site Plan

**O'CONNOR ASSOCIATES**

JOB NO.: 10-3982

DATE: 96/02/26

DRAWN BY: DJZ

PWG NO: 11



RE: 2894 E. BROADWAY

ENVIRONMENTAL PROTECTION BRANCH  
CHECKED MAY 6, 1999  
APPROVED

A handwritten signature in black ink, possibly reading "He".

May 4, 1999

Your File: 10-3982  
Our File: 26250-20/5009  
SITE 5009**BY FAX AND MAIL**O'Connor Associates Environmental Inc.  
19890 - 92 A Ave.,  
Langley, BC, V1M 3A9

Attention: Sam Kenway, B.Sc.E.

Dear Sam Kenway:

**Re: Certificate of Compliance - 2894 East Broadway, Vancouver, BC**

Please find enclosed a certificate of compliance for the lands located at 2894 East Broadway, Vancouver, BC. We acknowledge that one soil sample, collected from an excavation wall below the building on the property, exceeded the Volatile Petroleum Hydrocarbons (VPH) standard for residential soils. However, when contemplating the issuance of the certificate the ministry considered the potential risk from contaminated soil at this location to be acceptable, given the ongoing use of the site as a gas station and the commitment made by Petro-Canada to remediate any residual soils below the building that were contaminated prior to the issuance of this certificate.

If you require clarification of any aspects of the certificate, please contact the undersigned at 582-5258

Yours truly,

A handwritten signature in black ink, appearing to be "Simon Shutter".

Simon Shutter, M.Sc., P.Geo.  
Senior Pollution Prevention Officer

attachments

cc: Doug Roberts, City of Vancouver (fax : 873-7963)  
Al Stolz, Petro-Canada (fax : 933-2664)  
Russell Tong (fax : 273-8729 - 4581 Bellevue Dr., Vancouver, V6R 1E4)



Ministry of Environment,  
Lands and Parks

Pollution Prevention  
10470 - 152 Street  
Surrey BC V3R 0Y3  
Telephone: (604) 582-5200

## CERTIFICATE OF COMPLIANCE

(Pursuant to Section 27.6 of the *Waste Management Act*)

**THIS IS TO CERTIFY** that as of the date indicated below, the lands described herein have been satisfactorily remediated to meet Ministry of Environment, Lands and Parks standards for residential land use and aquatic life water use. The substances for which remediation has been satisfactorily completed are as follows:

In soil

*benzene, toluene, ethylbenzene, xylenes (BTEX), Volatile Petroleum Hydrocarbons (VPH)*

In water

*benzene, toluene, ethylbenzene, xylenes (BTEX)*

The lands covered by this certificate are located at 2894 East Broadway, Vancouver, B.C. which are more particularly known and described as:

Legal : LOT E BLOCK 2 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS  
SUBURBAN LANDS PLAN 20664

PID : 002-907-763

Approximate Centre of the Lands \*

Latitude: 49 ° 15' 41.90"

Longitude: 123 ° 2' 40.80"


\* Using the NAD (North American  
Datum) 1983 convention

A site plan is attached as Schedule "A" to this certificate.

This certificate is qualified by the notations described in Schedule "B" which is attached to and forms part of this certificate. This certificate is issued based on the most current information available to the Ministry of Environment, Lands and Parks; however, it should not be construed as an assurance that there are no hazards present on the site described above.

MAY 04 1999

Date Issued

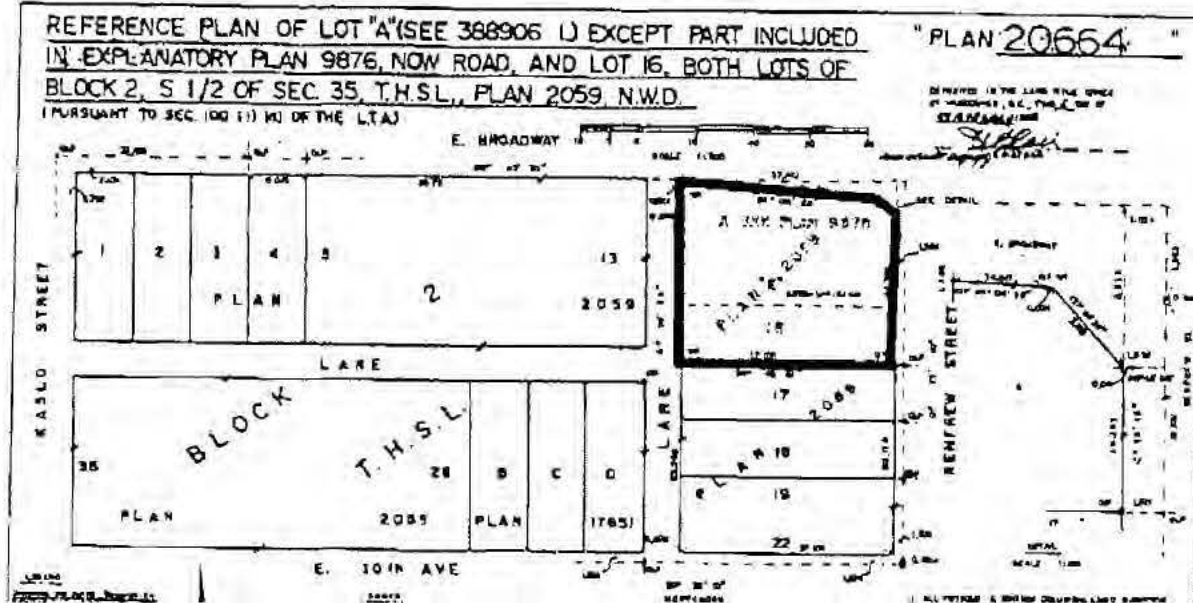
  
Alan W. McCammon, M.Sc., P.Geo.  
Assistant Regional Waste Manager

SITE Identification Number 5009

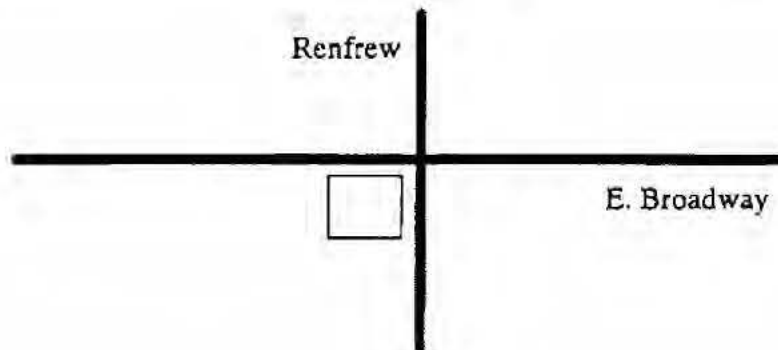
1 of 3

## Schedule "A"

## Site Plan



## Location Map



MAY 04 1999

Date Issued

Alan W. McCammon, M.Sc., P.Geo.  
Assistant Regional Waste Manager

SITE Identification Number 5009

2 of 3

## Schedule "B"

The following notations form a part of the attached certificate:


1. It is recommended that a qualified environmental consultant be available to identify and characterize any soil and/or groundwater materials of suspect environmental quality encountered during any future subsurface work at the site.
2. The subject site was remediated by excavating contaminated soils and subsequently collecting samples from the perimeter of the excavation to confirm that all contaminated soil had been removed. One of the forty confirmatory soil samples exceeded the applicable soil remediation standards for the site. However, further excavation was not possible due to geotechnical concerns for the building on site.

When contemplating the issuance of the certificate the ministry considered the potential risk from contaminated soil at this location to be acceptable, given the ongoing use of the site as a gas station and the commitment made by Petro-Canada to remediate any residual soils below the building that were contaminated prior to the issuance of this certificate.

3. As per section 28.7(c) of the *Waste Management Act*, the ministry retains the right to take future action if activities occur on the site that change its condition or use.

MAY 04 1999

Date Issued

  
Alan W. McCammon, M.Sc., P.Geo.  
Assistant Regional Waste Manager

SITE Identification Number 5009

3 of 3


1998/09/29 07:58.07


PSA270.00 PSP270CW

AD426146: ADDRESS CONTROL

Note type: INTERNAL NOTES

Title : ENV PROTECTION INSPECTION

<=  mits PRISM Properties =>  
Permit - Update Note

 City of Vancouver

Page 1 of 1

Address: 2894 E BROADWAY

Last update by: H UYEYAMA

Date updated : 98SEP29

01 June 2/98:-Received a reply from the MOE in regards to the Site Profile that was forwarded to them from us. In the  
02 reply letter, Petro Canada has entered into agreement with MOE to undergo independent Remediation for above reference  
03 site. DE has been approved. Hold Occupancy pending clearance by Environmental Protection Branch.(closure report)  
04

05 Sept 29/98:- Received a copy of a notification of Completion of Independent Remediation ( dated Sept 17/98 ) for above  
06 referenced site from the MOE. The site will be leased to Husky Oil for 15 years. Remove hold on Occupancy Permit.  
07 Rezoning / subdision or new development for above site will require a Closure Report or a Certificate of Compliance.  
08  
09  
10  
11  
12  
13  
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16  
17

File has been updated.

F1=Help	F2=print	F5=Refresh	F6=Page	F7=Prev page	F8=Next page	F11=Update
F12=Return	F13=Insert line	F14=Delete line	F15=Prev note	F16=Next note		
F18=Delete note	F19=Prev10	F20=Next10	F22=Print note			

**From:** "Pow, Rosalind" <Rosalind.Pow@vancouver.ca>

**To:** "Budau, Rosalie" <Rosalie.Budau@vancouver.ca>

"Tenney, Troy" <troy.tenney@vancouver.ca>

**Date:** 9/26/2017 5:23:54 PM

**Subject:** 1009513 B.C. Ltd. - Rezoning - 2894 East Broadway - Soils Remediation Agreement - Reporting

**Attachments:** 1009513 BC LTD. - Rezoning - Executed Reporting MT City Staff enclosing Soils Remediation - 2894 East Broadway (00894078xD3527).pdf  
1009513 BC LTD. - Rezoning - Registered Soils Remediation Agreement (CA6240204-CA) - 2894 East Broadway (00833462xD3527).pdf  
1009513 BC LTD. - Rezoning - Title Search PID. 002-907-763 as of September 13, 2017 (00876600xD3527).pdf

Rosalie and Troy,

Attached is our reporting memo, Soils Remediation Agreement and title search with respect to the above-noted matter for your file.

Thanks,  
Rosalind

Rosalind Pow, Legal Assistant  
*City of Vancouver, Law Department*  
Telephone: 604-873-7512 (Main)  
Direct Line: 604-606-2751  
E-mail: rosalind.pow@vancouver.ca

This e-mail and the information it contains is privileged and confidential, and only the intended recipient may use it. The City of Vancouver prohibits unauthorized use. If you are not the intended recipient, please immediately send this e-mail back to the sender and delete the original.

**MEMORANDUM**

(Via E-mail)

File No.: LS-16-03604-007

September 27, 2017

TO: Rosalie Budau, Environmental Services  
Troy Tenney, Project Facilitation Branch

FROM: Jean Billing, Solicitor

SUBJECT: 1009513 B.C. Ltd. - Rezoning - 2894 East Broadway  
Parcel Identifier: 002-907-763, Lot E Block 2 South 1/2 of Section 35 Town of  
Hastings Suburban Lands Plan 20664 (the "Lands")  
Soils Remediation Agreement

Please be advised that the Remediation Agreement was deposited for registration in the Land Title Office on August 22, 2017 and is now fully registered under numbers CA6240204-CA6240209.

Accordingly, attached please find a copy of the above-noted document with registration particulars noted thereon for your records. We also enclose an updated title search print of the Lands for your records.

*The registered Remediation Agreement contains permit holds and/or pre-permit deliverables which must be entered into the appropriate tracking system (i.e. POSSE). Please note that you are responsible for ensuring that the required permit holds are entered and for familiarizing yourself with the Remediation Agreement and monitoring/ensuring the Owner's compliance with the obligations therein. A brief summary of the holds are as follows:*

- **Article 3 - Occupancy Permit and Stratification Restrictions - No Occupancy Permit until Certificate of Compliance is provided for Lands and Roads, if applicable**

We trust you will find this to be in order. However, if you have any questions about the agreement or the holds therein please contact the writer.



Jean Billing  
JFB/rp  
Attachments  
(00840518v1)

City of Vancouver  
Law Department  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4 Canada  
tel: 604.873.7512 fax: 604.873.7445



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

Aug-22-2017 15:52:41.004

CA6240204 CA6240209

PAGE 1 OF 36 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Robert Fraser  
Halifax  
NGD4F7

Digitally signed by Robert Fraser  
Halifax NGD4F7  
DN: c=CA, cn=Robert Fraser Halifax  
NGD4F7, o=Lawyer, ou=Verify ID at  
www.juncert.com/LKUP.cfm?  
id=NGD4F7  
Date: 2017.08.22 08:59:04 -0700

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

Cobbett & Cotton Law Corporation  
300 - 410 Carleton Avenue

File 78241-1009513 BC  
LTO #010457, Phone: 604-299-6251  
Robert F. Halifax - Auth-Agent  
LS-16-03604-007 - Soils Remediation Agreement

Burnaby

BC V5C 6P6

Document Fees: \$429.48

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

002-907-763

LOT E BLOCK 2 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS  
SUBURBAN LANDS PLAN 20664

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

1009513 B.C. LTD., INC.NO. BC1009513  
BANK OF MONTREAL, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Robert F. Halifax

Barrister &amp; Solicitor

300 - 410 Carleton Avenue  
Burnaby, BC, V5C 6P6  
604-299-6251

Execution Date

Y	M	D
17	6	29

Transferor(s) Signature(s)

1009513 B.C. LTD., by its  
authorized signatory(ies):

Name: Mayur Kothary

Name:

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 36 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

---

 Sherman Louie

Y	M	D
17	07	04

---

 BANK OF MONTREAL, by its  
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

 2200 - 4720 Kingsway  
 Burnaby, BC, V5H 4N2  
 Exp: March 31, 2019

---

 Name: Melanie Parafina  
 Community Funder

---

 Name: Debbie Cheang  
 Community Funder

---

 Jean F. Billing

17	07	12
----	----	----

---

 CITY OF VANCOUVER, by its  
authorized signatory:

Barrister &amp; Solicitor

 453 West 12th Avenue  
 Vancouver, BC, V5Y 1V4

---

 Name: Jeffrey M. Greenberg

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 36 PAGES

NATURE OF INTEREST  
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

Section 2.11

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement granting above Statutory Right of Way priority over Mortgage No. CA4899237 and Assignment of Rents No. CA4899238

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 3.1

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement granting above Section 219 Covenant priority over Mortgage No. CA4899237 and Assignment of Rents No. CA4899238

NATURE OF INTEREST  
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION

Section 5.1

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement granting above Equitable Charge priority over Mortgage No. CA4899237 and Assignment of Rents No. CA4899238

## TERMS OF INSTRUMENT - PART 2

### REMEDIATION AGREEMENT

#### WHEREAS:

- A. It is understood and agreed that this instrument will be read as follows:
  - (i) the Transferor, **1009513 B.C. LTD.**, is called the “Owner”; and
  - (ii) the Transferee, **CITY OF VANCOUVER**, is called the “City” when referring to the corporate entity and “City of Vancouver” when referring to geographical location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-1 (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a five-storey mixed use building;
- D. Pursuant to Section 40 of the Act, a site profile was submitted to the MOE in respect of the Lands, which identified Schedule 2 uses;
- E. Section 571B.(2) of the *Vancouver Charter* provides, among other things, that Vancouver City Council or its delegate “must not approve” a rezoning, subdivision or development permit application “with respect to a site where a site profile is required under Section 40 of the *Environmental Management Act* unless” at least one of the conditions set out in Section 571B.(2)(a) - (g) are satisfied;
- F. On June 28, 2017, the Owner received from the MOE, an MOE Approval Letter, a copy of which is attached hereto as Schedule A;
- G. The City is the owner of the Roads;
- H. The Owner acknowledges that if any Contaminants have migrated from the Lands onto the Roads, then such Contaminants:
  - (i) may affect the utility services, lines and corridors of the City and other utility providers, (including those to and from the Lands);
  - (ii) may affect the health and safety of those people working on or in such utility services, lines and corridors;
  - (iii) may, as a result of the construction of any portion of the Development and, in particular, all excavations required for the Development, during or after completion of all or any portion of the Development, (re)-migrate onto the Lands; and/or
  - (iv) may result in the City incurring liability;
- I. The Owner acknowledges that past uses of the Lands may result in several potential contaminants of concern being found on the Lands. Further investigation has not been

performed due to the existing buildings on the Lands and, accordingly, Contaminants may exist on the Lands and the Roads; and

- J. Accordingly, to satisfy the conditions of public hearing and development period, the Owner herein agrees to Remediate the Lands and the Roads in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of ten dollars now paid by the City to the Owner (the receipt of which is hereby acknowledged by the Owner) and in consideration of the premises, covenants, agreements and acknowledgements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties hereto, the parties covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

The terms defined in this Section 1.1 will, unless otherwise specifically provided for in this Agreement, have the following meanings:

(a) **“Acceptable Contamination Levels” means:**

- (i) with respect to soil, vapour or groundwater based Contaminants on the Lands and the Neighbouring Lands, if any, or portions thereof, the contamination levels permitted by the MOE for the proposed land use (in the case of the Lands) and the existing land use (in the case of the Neighbouring Lands);
- (ii) with respect to the Roads:
  - (A) subject to subsection (iii) below, for soil Contaminants, if any, the numeric standards applicable for industrial land use as provided for in the Act;
  - (B) with respect to groundwater Contaminants, if any, the contamination levels applicable to the standard permitted by the MOE and prescribed in the Act; and
  - (C) with respect to vapour Contaminants, if any, the numeric standards applicable to industrial land use, as prescribed in the Act;

or, subject to City Manager approval of any soil, groundwater or vapour Contaminants in the Roads being risk assessed, risk based standards as may be approved by the MOE and which are acceptable to the City Engineer, in his sole discretion and on such conditions as may be required by the City, in its sole discretion;

- (iii) with respect to the Roads and notwithstanding subsection (ii)(A) above, any soil Contaminants in the top 1 meter of soil in areas of boulevards or streets medians must be remediated to the numeric standards for the

applicable residential land use as provided for in the Act, with standards set by subsection (ii)(A) applicable below the top 1 meter;

- (b) “Act” means the British Columbia *Environmental Management Act*, S.B.C. 2003, Chapter 53, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (c) “Agreement” means this agreement (including the Recitals to this Agreement) and all schedules attached hereto;
- (d) “Approval in Principle” means any approvals in principle that the MOE may issue pursuant to Section 53 of the Act in relation to the Owner’s obligations hereunder to Remediate the Contaminants on the Lands or the Roads, or any part thereof or both, as the case may be;
- (e) “Approved Professional” means an approved professional credentialed by the Contaminated Sites Approved Professional Society to review environmental certification applications;
- (f) “Building” means any new permanent building, structure, or improvement to be constructed on the Lands, or any part thereof, pursuant to any Development Permit issued in respect of the Lands, or any portion thereof;
- (g) “Certificate of Compliance” means a separate certificate of compliance or certificates of compliance for each of the Lands and the Roads, respectively, issued by the MOE pursuant to Section 53(3) of the Act which, subject to the statutory limitations as set out in the Act, confirms, based upon generic and/or matrix numeric standards that the remediation of:
  - (i) the Lands has been completed to Acceptable Contamination Levels in accordance with this Agreement; and
  - (ii) the Roads (if required), has been completed to the Acceptable Contamination Levels defined in subsection 1.1 (a)(ii) of this Agreement, subject to the requirements set in subsection 1.1 (a)(iii), which must be certified as complied with by a letter from an Approved Professional;
- (h) “City” and “City of Vancouver” being the “City” when referring to the corporate entity and “City of Vancouver” when referring to geographical location;
- (i) “City Engineer” means the general manager from time to time of the City’s Engineering Services Department and his successors in function and their respective nominees;
- (j) “City Personnel” means any and all of the elected and appointed officials, officers (including the City’s Approving Officer), employees, agents, nominees, delegates, permittees, contractors and volunteers of the City;

- (k) **“City’s Environmental Consultant”** means such qualified environmental consultant retained by the City from time to time hereafter in respect to the Remediation of the Roads, or any portion thereof;
- (l) **“City’s Remediation Costs”** means any and all Claims incurred by or on behalf of the City directly or indirectly that are related to the Remediation of any Contaminants in the Roads to Acceptable Contamination Levels, including:
  - (i) any costs incurred to Remediate, including to sample, test, collect, monitor, excavate, dispose (including as more specifically described in subsection (iv) herein), backfill, transport, dewater or to perform any water treatment or air or vapour monitoring in relation to any Road Contamination or any Contaminants on the Roads, as deemed necessary by the City Engineer to complete any Road Works;
  - (ii) any costs incurred in preparing or having the City’s Environmental Consultant prepare any environmental reports in relation to the existence of any Road Contamination or Contaminants in the Roads, and the associated Remediation thereof, as deemed necessary by the City Engineer to complete the Road Works;
  - (iii) any incremental or additional costs incurred in performing any Road Works which are the result of the presence or existence of any Contaminants;
  - (iv) any incremental excavation, transportation and disposal costs incurred or deemed to be incurred to excavate and dispose of any soil necessary to Remediate the Roads to Acceptable Contamination Levels, as determined by the City Engineer, in his sole discretion, to complete any Road Works;
  - (v) any incremental costs incurred related to replacing, repairing or reconstructing, the Roads and any Road Works affected by the installation of any Remediation Works or the performance of any Remediation activities which are the result of the presence or existence of any Road Contamination or Contaminants on the Lands or Roads;
  - (vi) all costs incurred in constructing, installing, maintaining, repairing, operating, monitoring, removing and decommissioning any Remediation Works; and
  - (vii) any and all other reasonable costs incurred resulting directly or indirectly from, incidental to, or as a consequence of its dealings with any Road Contamination or of any Contaminants in completing any Road Works,

except for those costs which the Owner has otherwise reimbursed or paid to the City;

- (m) **“Claims”** means all costs, all losses, damages, claims, demands, expenses, (including legal expenses, fees and disbursements on an indemnity basis), fines, causes of action, suits, orders, judgments, penalties, legal obligations and

compensation of whatsoever kind, incurred, suffered or paid (including in respect of consequential injuries to or death of persons or damage to property or any economic loss);

- (n) “Contaminants” means those substances that exceed Acceptable Contamination Levels in the soils, groundwater or vapour located on or under the Site, or any portion thereof, which are:
  - (i) waste, hazardous waste or contamination, as those terms are defined in the Act;
  - (ii) substances or toxic substances, as those terms are defined in the *Canadian Environmental Protection Act* (Canada), S.C. 1999, c.33, as amended from time to time, or in any statute enacted in substitution therefor, or in any other federal government statute or legislation and which are required to be remediated by any federal government body, department or agency with jurisdiction over environmental matters;
  - (iii) substances or toxic substances or waste, in quantities or concentrations exceeding prescribed criteria, standards or conditions, as defined in the Act of any Environmental Laws for the proposed land use;
  - (iv) any matter which is not waste, hazardous waste, a substance, or a toxic substance, but which exceeds or fails to comply or meet the Acceptable Contamination Levels or which presents, in the opinion of the MOE, a risk of harm to the Environment or to human health; and
  - (v) all other substances in the soils, groundwater or vapour exceeding Acceptable Contamination Levels, the manufacture, storage, handling, treatment, generation, use, or transport, or release, disposal or discharge into the Environment of which is controlled, regulated, licensed, or prohibited by any Environmental Laws, or which are or may be deleterious, dangerous, or hazardous to human, animal or plant health or life or the Environment,

but specifically excluding the Excluded Contaminants;

- (o) “Development” means any development(s) to be constructed on the Lands, or any portion thereof, pursuant to the Development Permit(s);
- (p) “Development Permit” means any development permit(s) issued for the Lands, or any portion thereof, at any time hereafter, together with all substitutions and amendments thereof;
- (q) “Environment” means land, including soil, sediment deposited on land, fill and land submerged under water, air, including all layers of the atmosphere, and water, including oceans, lakes, rivers, streams, ground water, and surface water;
- (r) “Environmental Laws” mean all federal, provincial and municipal laws, statutes, regulations, rules, bylaws, orders, directives, standards, guidelines, and other lawful requirements of any government body including the Act, and

all principles of common law and equity concerning the quality of the Environment, that apply to the Lands, the Roads, and its surrounding Environment;

(s) “Estimated Remediation Costs” means:

- (i) the costs estimated by the Owner or the Owner's Environmental Consultant and accepted by the City, acting reasonably; or
- (ii) if the estimation by the Owner or the Owner's Environmental Consultant is not provided to the City in accordance with this Agreement, or if so provided, is not accepted by the City, acting reasonably, the costs as estimated by the City or the City's Environmental Consultant,

to complete the Remediation of the Road Contamination, if any, or of any Contaminants in completing the Road Works to the satisfaction of the City Engineer to Acceptable Contamination Levels and, if applicable, to obtain a separate Certificate of Compliance in respect of the Roads for any Road Contamination, in the aggregate multiplied by 150% percent plus the City's standard administrative overhead charge of not more than 20% percent of such costs, as of the date of execution of this Agreement or at any time hereafter based upon the extent of any Contaminants hereafter detected or delineated which the Owner is responsible to Remediate pursuant to the terms of this Agreement;

(t) “Excluded Contaminants” means those Contaminants described in Section 2.12;

(u) “Event of Force Majeure” means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, major weather events, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued as a result of an act or omission of the Owner, or anyone employed or retained by the Owner), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Owner's lack of funds or financial condition (and for greater certainty, a strike or lockout, including illegal work stoppages or slowdowns, will be considered beyond the reasonable control of a party and not to arise from the neglect or default of that party, it being understood that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that party);

(v) “Final Determination” means a separate negative final determination issued by the MOE, pursuant to section 44(2) of the Act, for the Lands or any part thereof, which confirms that the Lands, or any part thereof, is not a

contaminated site or does not contain any Contaminants that exceed Acceptable Contamination Levels;

- (w) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (x) **"Lands"** means the lands described in Item 2 of the Form C attached hereto;
- (y) **"Letter of Credit"** has the meaning set out in Section 6.1;
- (z) **"MOE"** means the Minister of Environment for British Columbia, or his successor in function, and any person, including the director, from time to time acting as the nominee, delegate or agent of the Minister;
- (aa) **"MOE Approval Letter"** means the letter from the MOE to the Owner pursuant to Section 571.(B)(2)(e) of the *Vancouver Charter*, attached hereto as Schedule A;
- (bb) **"Neighbouring Lands"** means such lands (other than the Roads) neighbouring the Lands (whether or not adjacent to the Lands), or the Roads which are determined, at any time, to contain Contaminants which have migrated thereon from the Lands through the soils, groundwater or vapour in, on or under the Roads;
- (cc) **"Occupancy Permit"** means a municipal permit issued by the City authorizing the use and occupation of any Building, or any part thereof;
- (dd) **"Owner"** has the meaning set out in Recital A and includes any assigns and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then "Owner" includes, without limitation, a strata corporation thereby created;
- (ee) **"Owner's Environmental Consultant"** means Ambleside Environmental Ltd., or such other qualified environmental consultant retained by the Owner from time to time hereafter in respect of the Remediation of the Site, or any portion thereof;
- (ff) **"Owner's Personnel"** means any and all employees, agents, nominees, delegates, permittees, contractors, subcontractors, including the Owner's Environmental Consultant;
- (gg) **"Prime Rate"** means at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to customers in Canada and referred to by such bank as its "prime rate", provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the highest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three percent greater than the per annum rate of interest established by the

Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;

- (hh) “Remediate” or “Remediation” means any and all excavation, treatment, collection, removal, disposal, monitoring or other remediation activities in respect of any Contaminants on the Site, or any portion thereof, to Acceptable Contamination Levels as more particularly set out and described in Sections 2.1 to 2.4 inclusive, subject to Section 2.12, including the installation, operation, maintenance, testing and monitoring of any Remediation Works, as may be required by the MOE to be performed by the Owner or the Owner’s Personnel, or which, in the sole and absolute discretion of the City, is performed by the City or the City’s Personnel in respect of any Road Contamination or of any Contaminants on the Roads as necessary to complete the Road Works to the satisfaction of the City Engineer;
- (ii) “Remediation Plan” means all remediation plans and environmental reports and investigations, from time to time, respecting the Site, or any portion thereof, prepared by the Owner or the Owner’s Environmental Consultant, including as may be required by or provided to the MOE (together with such conditions attached thereto by the MOE) and which are to be accepted by the City in respect of any works or improvements that are to occur on, be built or installed in the Roads;
- (jj) “Remediation Works” means any system or systems or special technical measures designed, built and installed on or in the Lands or the Roads, as applicable, to pump, collect, sample, treat or dispose of any Contaminants and/or to prevent the migration of any Contaminants onto or from the Lands or the Roads and/or to manage the Contaminants. Remediation Works will further include any works used or designed to monitor any Contaminants, including all physical improvements, facilities, protective systems, monitoring systems, collection systems, treatment systems, tanks, pipes, equipment, connections, barriers, drainage systems, valves, couplings and other features and all associated equipment of every nature whatsoever incidental thereto and installed by the Owner in the Lands or the Roads for any of the aforesaid purposes, all of which Remediation Works if installed in the Roads must be designed and meet any requirements or specifications of the City Engineer and be installed and removed (including the restoration of all and Roads affected by the Remediation Works) to the satisfaction of the City Engineer;
- (kk) “Road Contamination” means any and all soils-based, groundwater-based and vapour-based Contaminants which:
  - (i) exceed Acceptable Contamination Levels;
  - (ii) exist on or under the Roads, whether or not such Contaminants were known to exist or detected in the Roads prior to issuance of a Certificate of Compliance for the Roads; and
  - (iii) are Contaminants that:

- (A) emanated from, migrated from or the source of which was the Lands or hereafter migrate on to or under the Roads from the Lands during or prior to the Owner, or any successor thereof, being the legal or beneficial owner of the Lands, or any portion thereof; or
- (B) were caused by any past or present operations conducted on the Lands by the Owner, any successor thereof, the Owner's Personnel or any previous owner or occupier of the Lands,

and, for greater certainty, Road Contamination excludes the Excluded Contaminants defined in Sections 2.12(b) and 2.12(c);

- (ll) **"Road Works"** means any work of any nature or kind whatsoever performed by or on behalf of the City or required by the City to be performed by the Owner or the Owner's Personnel, as servicing conditions or requirements for the Lands required pursuant to the Services Agreement or any Development Permit, including to excavate, construct, install, maintain or repair the Roads or for the installation of new or upgraded Utilities in the Roads, now or at any time hereafter, or any other servicing requirements in connection with the rezoning and development of the Lands, which may include, as determined by the City Engineer in his sole discretion, all or any portion of the pavement, surfacing, bases, footings, columns, decks, structures, surfaces, retaining walls, drainage systems, catch basins and leads to main sewers, curbs, gutters, boulevards, street lighting, wiring and kiosks, traffic signals, trolley poles, trolley bases, trolley ducts, City communications system, markings, signage, landscaping, including street trees, hydrants, survey control monuments, litter containers, bollards, railings, bicycle racks, street furniture, sidewalks, special sidewalks, multi-use pathways, greenway, lamp standards, telecommunication ducts and infrastructures, telephone, cable and electrical utilities and kiosks, hydro ducts, transit poles, transit pole bases, duct works, gas mains, water mains, sanitary and storm sewers and sewer outfalls, district heating systems and all other facilities, infrastructures, improvements and works associated with or incidental to, the servicing of the Lands or as applicable to the Lands pursuant to the Services Agreement;
- (mm) **"Roads"** means all City roads, streets, sidewalks, lanes or other City property adjacent to the Lands or onto which Contaminants have migrated from the Lands or hereafter could migrate from the Lands;
- (nn) **"Services Agreement"** means the Services Agreement made between the Owner and the City of even date herewith, the execution of which was a prior-to condition to enactment of the Rezoning By-law;
- (oo) **"Site"** includes, collectively, the Lands, the Roads and the Neighbouring Lands;
- (pp) **"Third Party Responsible Person"** means any person or entity, other than the Owner, the Owner's Personnel or any previous owner or occupier of the Lands, or any portion thereof, that is determined by the MOE or a court of competent jurisdiction to have caused such Contaminants to be present or to exist on or under the Lands or the Roads, respectively; and

- (qq) “Utilities” means all public or privately owned utilities, including all sewer mains, water mains, underground telecommunication and telephone utilities, cable utilities, electrical utilities, gas mains, steam heat mains, district heating systems, neighbourhood energy systems, transit utilities, street light and traffic signals, including connections and appurtenances thereto and all pipes, cables, valves and all facilities and associated equipment incidental thereto, now or hereafter, located or installed in the Roads.

1.2. All capitalized terms used in this Agreement have the meanings specified in Section 1.1 or as otherwise specified elsewhere in this Agreement.

1.3. Reference in this Agreement to the singular includes a reference to the plural and a reference to the plural includes a reference to the singular.

1.4. In this Agreement, the words “include” and “including” are to be construed as meaning “including, without limitation”.

1.5. The necessary grammatical changes required to make the provisions of this Agreement apply to corporations, associations, partnerships, or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

1.6. The division of this Agreement into articles and sections is for convenience of reference only and does not affect its interpretation. The article headings used in this Agreement are for the convenience of reference only and do not affect the interpretation of this Agreement.

1.7. Reference in this Agreement to any law, statute, by-law or regulation is to be considered also a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation.

1.8. The Owner acknowledges the accuracy of the information set out in the Recitals to this Agreement and agrees that such Recitals form a part of this Agreement.

1.9. The following schedules are attached hereto and constitute and form a part of this Agreement:

Schedule A - MOE Release Letter

## ARTICLE 2 THE REMEDIATION

### 2.1. Remediation of the Lands

Subject to Sections 2.7 and 2.12:

- (a) the Owner will, at its sole expense, complete the Remediation of the Lands to Acceptable Contamination Levels and obtain a Certificate of Compliance in respect of the Lands;
- (b) if the Lands have or are, at any time, found to have Contaminants thereon which have migrated or could in the future migrate therefrom, the Owner will, at its sole cost and expense, cause Remediation Works to be installed,

maintained and monitored as necessary to Remediate the Contaminants on the Lands and to prevent or manage the further migration of any Contaminants from the Lands; and

- (c) the Owner will submit copies of all environmental investigation reports and remediation reports and all completed remediation plans with respect to the Lands to the City's Environmental Contamination Team for review.

## 2.2. Remediation of Road Contamination

Subject to Section 2.12 and without limiting the obligations of the Owner in Sections 2.3 and 2.7:

- (a) if the Roads have or are, at any time hereafter, found to contain Road Contamination:
  - (i) the Owner will, at its sole expense, Remediate all Road Contamination to Acceptable Contamination Levels and obtain a separate Certificate of Compliance for the Roads in respect of the Road Contamination or such other form of confirmation from the MOE acceptable to the City that such Remediation of the Roads has been completed; or
  - (ii) the City, in its sole discretion, will have the right, but not the obligation, to Remediate all Road Contamination, or any portion thereof, and the Owner will pay to the City the City's Remediation Costs with respect thereto; and
- (b) if the Roads have or are, at any time hereafter, found to have Contaminants that originated on the Lands, and which have or could in the future migrate from the Roads onto the Lands or onto any other lands or into the Environment, the Owner will at its sole expense Remediate or pay the City's costs and expenses to Remediate to Acceptable Contamination Levels any Road Contamination that has migrated or hereafter migrates therefrom or cause such Remediation Works to be installed, maintained and monitored to Remediate, prevent and protect the Lands, any Neighbouring Lands or the Environment, respectively, or manage, to the satisfaction of the City Engineer, the migration or further migration of such Road Contamination from the Roads.

## 2.3. Remediation of Contaminants for Road Works

Without derogating from, but in addition to, any other obligations of the Owner in this Agreement or any rights of the City, pursuant to Sections 2.2, 2.7 or otherwise, to conduct any Remediation of any Road Contamination, the Owner, subject to Section 2.12(c), covenants and agrees as follows; if any Contaminants on the Roads are detected by the City or the City Personnel or the Owner or the Owner's Personnel or are suspected to exist by the City or the City Personnel, acting reasonably (including with due consideration to previous remediation work performed in the Roads by or on behalf of the City), in the course of constructing, installing, performing or completing any Road Works:

- (a) the Owner will, at its sole cost and expense, retain and cause the Owner's Environmental Consultant to be present and to do or perform, including as and when requested by the City, the following:

- (i) sample, test and characterize any soil, groundwater or vapour being excavated or found within any Roads that are being excavated, disturbed or impacted by Road Works and submit copies of all reports and findings to the City's Environmental Contamination Team;
- (ii) take possession of, excavate, dispose of and Remediate any soil or groundwater suspected or determined to be Contaminants by the City or by the Owner or the Owner's Personnel as deemed necessary, in the City Engineer's sole opinion, to complete or install the Road Works;
- (iii) assist, as directed by the City Engineer, the City and any City Personnel, to safely excavate and dispose of and/or collect and treat any Contaminants, as necessary, to enable the City, the Owner or the Owner's Personnel, as applicable, to safely complete, construct, install, maintain, repair, upgrade or replace any Road Works in a manner such that the City or any City Personnel do not incur any additional costs in performing such Road Works. The Owner will reimburse the City for all the City's Remediation Costs, including specifically those costs or expenses incurred by the City which are additional or incremental costs or expenses from those that would have been incurred by the City if no Contaminants were present in the Roads when completing the Road Works;
- (iv) if any Contaminants are found in performing the Road Works, the Owner's Environmental Consultant will, if and when requested by the City or the City Personnel, Remediate those Contaminants as deemed necessary, in the City Engineer's sole opinion, to complete the Road Works and have the Contaminants transported to a licensed facility;
- (v) subsequent to the Remediation of any such Contaminants from the Roads, the Owner's Environmental Consultant will collect confirmatory post-remediation samples, as required by the MOE or the City, and forward copies of all of the Owner's Environmental Consultant's reports to the City for such period and frequency, as directed by the City or the MOE, until a Certificate of Compliance is issued for the Roads, or until the Owner otherwise confirms to the satisfaction of the City (which, in the City's sole discretion, may be accepted in lieu of a Certificate of Compliance) that the Contaminants in the Roads have been Remediated to Acceptable Contamination Levels or as deemed necessary by the City Engineer to complete the Road Works;
- (vi) install any Remediation Works, as required by the MOE, to prevent the migration of any Contaminants from the Roads and to collect, treat, sample, remediate and dispose of any Contaminants, as deemed necessary by the City Engineer, to complete or install the Road Works to the City Engineer's satisfaction and to satisfy any other conditions or requirements of the MOE; and
- (vii) if necessary to ensure human health and safety is not compromised as a result of any Contaminants in the Roads, the Owner will prepare, assist

and advise the City and all City Personnel in adhering to a health and safety plan while conducting any Road Works;

- (b) the Owner will pay all the costs and expenses related to the Owner's Environmental Consultant performing the work and activities described in Section 2.3(a) and will reimburse the City for any and all of the City's Remediation Costs and any other additional or incremental costs incurred by the City in completing the Road Works that are caused directly or indirectly by the Contaminants;
- (c) if the City or any City Personnel performs any Remediation of any Contaminants as deemed necessary by the City Engineer to complete the Road Works, then Section 2.7 will apply; but nothing herein will obligate the City to carry out any Remediation; and
- (d) the Owner will, or will cause, the Owner's Environmental Consultant at the Owner's sole cost and expense, to inform all private and public utility companies with Utilities in the Roads in the areas of known or potential contamination or whose Utilities may be affected by any Contaminants or the Owner's Remediation activities and will provide any private or public utility company, upon their request, all assessment reports, remediation reports and the Remediation Plan. Without restricting the generality of the foregoing, the Owner covenants and agrees to fully disclose to each public or private utility company with Utilities in the Roads the nature and extent of any Contaminants now or in the future which the Owner is or becomes aware of and to fully cooperate with the utility companies to prevent any damage to their respective Utilities from any Contaminants.

#### 2.4. Remediation Process

The Remediation described in Sections 2.1 to 2.3, inclusive, will be conducted and completed as follows:

- (a) in accordance with the terms and conditions of this Agreement;
- (b) in accordance with the terms and conditions of the Act (including in accordance with the MOE Approval Letter) all Remediation Plans, if any, and all requirements of the MOE and, in respect of the Roads, as accepted by and in accordance with the requirements of the City, as a prudent land owner in respect of work done on City property, but the City is not in any way approving or verifying the effectiveness of the Owner's Remediation Plans or any of its Remediation activities;
- (c) in respect of Sections 2.1 and 2.2, to Acceptable Contamination Levels, as evidenced by the issuance of separate Certificates of Compliance for the Lands and the Roads, respectively, prior to the issuance of an Occupancy Permit by the City for the use or occupation of any Building; and
- (d) notwithstanding that the Remediation will be done at the Owners' sole cost and expense, nothing in this Agreement will be deemed to limit or derogate from the Owner's rights to seek recovery from or make a claim against any third

party or will provide any rights or defences to any third party, other than the City or any City Personnel, in respect of the Remediation of the Lands or the Roads or the costs related thereto, provided that such is done at no cost or expense to the City.

## **2.5. Groundwater or Dewatering**

If the Remediation of the Site, or any portion thereof, includes any groundwater or dewatering discharges into the City's sewer system, the Owner will, in addition to its other obligations in this Agreement:

- (a) ensure that in respect of all such discharges and dewaterings, it obtains and keeps current all necessary discharge permits and approvals required and meets all standards, pursuant to the Act, or any municipal, provincial or federal by-laws or statutes which are applicable from time to time; and
- (b) monitor discharge Contaminant levels in accordance with the Act, or any municipal, provincial or federal bylaws or statutes which are applicable from time to time.

## **2.6. Approval for Remediation of Roads**

Prior to conducting any Remediation of the Roads, the Owner will obtain the City's consent and all permits for the same, including obtaining any permits or approvals for the installation and monitoring of any Remediation Works, if necessary, and will execute such legal agreements on terms and conditions satisfactory to the City Engineer and the Director of Legal Services related to any Remediation Works encroaching on the Roads.

## **2.7. City May Remediate Roads**

Subject to Section 8.1, the City may, in its sole discretion and without further notice to the Owner, carry out all or any portion of the Remediation of the Roads required pursuant to this Agreement, at the sole cost and expense of the Owner, it being understood that the City is not obligated to commence or complete any such Remediation or to remedy any default by the Owner. In the event that the City or any City Personnel performs any such Remediation, the City may charge the Owner the full amount of the City's Remediation Costs, plus interest at the rate of three percent above the Prime Rate, calculated monthly not in advance, on any amounts the Owner fails to pay within 30 days of any written demand or being invoiced therefor by the City for so long as such amounts remain unpaid. The Owner covenants and agrees that it will forthwith on demand pay to the City the City's Remediation Costs.

## **2.8. Owner to Provide to City all Remediation Plans**

The Owner will promptly provide the City with true and complete copies of any and all Approvals in Principle, all consultant's reports described in such Approvals in Principle and all Remediation Plans, if and as applicable, and, as the City may request in writing from time to time, any other reports, plans, information and materials (including monitoring reports) that are prepared or required by the MOE to be prepared with respect to Contaminants in and/or Remediation of the Lands and the Roads.

## 2.9. Owner to Obtain Certificates of Compliance

Upon completion of the Remediation of the Lands and the Roads, respectively, the Owner will apply to the MOE for separate Certificates of Compliance for each of the Lands and the Roads, as required by this Agreement or pursuant to the Act. Once the Owner obtains the Certificates of Compliance for the Lands and the Roads, the Owner will forthwith provide to the City true copies of the same.

## 2.10. MOE Approval Letter Conditions

The Owner will, to the satisfaction of the MOE, comply with and satisfy all of the conditions set out in the MOE Approval Letter and any subsequent or other MOE-issued Remediation conditions or requirements.

## 2.11. Statutory Right of Way

Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City the full and free right, liberty, easement and statutory right of way over the Lands to freely enter the Lands at any time, with workers, vehicles, equipment, tools and materials, and to carry out any works thereon that may be reasonably necessary for it to Remediate the Roads pursuant to this Agreement, including to store any Contaminants on the Lands which the Owner is responsible to Remediate pursuant to this Agreement. This statutory right of way is necessary for the operation and maintenance of the City's undertaking. Notwithstanding the foregoing, the City agrees that in exercising its rights herein, it will do so in a manner which does not involve using any portions of the Lands covered by Buildings, or which are being used for the purpose of constructing the Building.

## 2.12. Excluded Contaminants

For the purposes of this Agreement, including Sections 2.1 to 2.3, the Owner and the City agree that the obligation of the Owner, or any successor owner, respectively, to Remediate the Lands or the Roads excludes the following Contaminants:

- (a) any Contaminants that the Owner, or any successor, respectively, can prove to the satisfaction of the MOE were brought, deposited, stored or caused to be present on the Lands by a Third Party Responsible Person after the issuance of a Certificate of Compliance for the Lands as confirmed by the MOE issuing a directive, statement, order or other confirmation that a Third Party Responsible Person is responsible for the remediation of the Contaminants on the Lands, or any portion thereof; provided that, the Contaminants on the Lands are not the result of or caused by any Remediation activities performed by the Owner, the Owner's Personnel, the City or the City's Personnel pursuant to or as required in this Agreement; and
- (b) except in respect of completing any Road Works, any Contaminants existing on the Roads which are proven by the Owner to the satisfaction of the MOE or the City to not be Road Contamination, either as confirmed by the MOE or otherwise as determined by the Owner and accepted by the City; and
- (c) any Contaminants that the City or any of the City Personnel brings on, deposits or causes to exist on the Roads after the issuance of a Certificate of Compliance for the Roads, except for those Contaminants brought on,

deposited or caused to exist on the Roads as a result of, related to or caused by the City or any of the City Personnel conducting any Remediation activities in respect of the Contaminants which the Owner is obligated to Remediate pursuant to this Agreement,

(collectively, the “Excluded Contaminants”).

## 2.13. Insurance Coverage Required

If the Owner performs or installs any Remediation Works on the Roads then the Owner is required to obtain and maintain, at its own expense, the following insurance coverage:

- (a) Wrap-Up Liability Insurance protecting the Owner against third party claims for bodily injury, death and property damage arising out of any Remediation activities on the Roads, including any liability arising out of use of City property. The limit of such insurance will not be less than \$5,000,000 per occurrence with a limit of deductibility of not greater than \$10,000. Such insurance must be maintained continuously throughout the entire duration that any Remediation activities are being conducted on the Roads until the later of:
  - (i) the issuance of a Certificate of Compliance for the Roads; and
  - (ii) the date upon which all Remediation Works, if any, have been decommissioned and removed from City property and the Roads have been restored to their condition prior to the installation of any Remediation Works, all to the satisfaction of the City Engineer.

This insurance will be primary insurance and will add the City and the City’s Personnel as additional insureds with respect to liability arising out of the operation of or work performed by or on behalf of the Named Insured (Owner) on the Roads. Any insurance or self insurance maintained by the City will be in excess of this insurance and not contribute to it. This insurance will contain a waiver of subrogation against the City.

This insurance will, on a best efforts basis, provide the City with 60 days written notice of cancellation or reduction of coverage and will contain the following extensions of coverage:

- Personal Injury
- Property Damage including Loss of Use
- Products and Completed Operations
- Cross Liability or Severability of Interest
- Blanket Contractual Liability
- Non-Owned Auto Liability
- Employees as Additional Insureds

and where such further risks exists, the following extensions of coverage will be included to cover the liability arising out of:

- Demolition and removal
- Pile-driving, vibration, grading, shoring and underpinning
- Excavation
- Blasting
- Operation of hoist or attached machinery;
- (iii) Contractor's Equipment Insurance covering all equipment owned or rented by the Owner and against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and will contain a waiver of subrogation against the City; and
- (iv) All-Risks Course of Construction Insurance, if applicable, including the perils of flood and earthquake, covering the Owner's Remediation Works and all property of every description to be used in the construction or installation of the Owner's Remediation Works or performing the Remediation activities on the Roads, if any, required herein. This insurance will be primary, and, if and so long as the City has an insurable interest in the Owner's Remediation Works or property, as the case may be, include the City as named insured, and contain a waiver of subrogation against the City.

#### 2.14. General Insurance Requirements

Prior to commencement of any Remediation Works or Remediation on the Roads, the Owner will lodge or arrange for the lodging with the City Engineer evidence of the insurance coverage required in Section 2.13. The Owner will forward similar evidence of renewals, extensions or replacement of any such insurance to the City Engineer. Receipt by the City of certificates of insurance or copies of insurance policies will in no way constitute confirmation by the City that the insurance complies with the terms of this Agreement. Responsibility for ensuring that the insurance coverages required by Section 2.13 are in place rests solely with the Owner. If the Owner fails to perform its obligations pursuant to Section 2.13, the City may effect such insurance on behalf of the Owner and all the City's costs in so doing will be paid by the Owner forthwith upon written request from the City therefor.

#### 2.15. Owner to be "Prime Contractor"

For Workers Compensation Board ("WCB") purposes, the Owner will be the "prime contractor" (as defined in the *Workers Compensation Act*) for any Remediation activities performed by the Owner or the Owner's Personnel, including in respect of the Remediation Works. The Owner will accept all responsibilities of the prime contractor as outlined in the City's Multiple-Employer Workplace/Contractor Coordination Program (2003), *Workers Compensation Act* (Part 3) and WCB Occupational Health & Safety Regulation and the City may consider any WCB violation by the Owner as prime contractor as a material breach of this Agreement; provided that the Owner may delegate its responsibilities as "prime contractor" to the contractor engaged to install or operate the Remediation Works or to perform any

Remediation activities as provided in the *Workers Compensation Act* (provided that the Owner will not be relieved of its obligations under this clause).

### ARTICLE 3 OCCUPANCY PERMIT AND STRATIFICATION RESTRICTIONS

#### 3.1. Occupancy and Use Restrictions

Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, as a covenant running with and binding the Lands that:

- (a) as to the Lands, until a Certificate of Compliance has been issued by the MOE and received by the City confirming that the Contaminants on the Lands have been remediated to Acceptable Contamination Levels or a Final Determination has been issued in respect of the Lands;
- (b) as to the Roads, if the Owner is required to undertake any Remediation of the Roads pursuant to the terms of this Agreement:
  - (i) until a separate Certificate of Compliance has been issued by the MOE and received by the City confirming that any Road Contamination in the Roads has been remediated to Acceptable Contamination Levels; and
  - (ii) if any Contaminants are found in the course of performing, completing or installing any Road Works, until the Owner has remediated those Contaminants as deemed necessary, in the sole opinion of the City Engineer, for the Road Works to be completed to the City Engineer's satisfaction;
- (c) as to the Neighbouring Lands, if it is found or determined that Contaminants (which for greater certainty do not include Excluded Contaminants) originating from the Lands, including Contaminants that have migrated from the Lands through the Roads, extend to or have migrated onto the Neighbouring Lands, then until either:
  - (i) a Certificate of Compliance confirming that such Neighbouring Lands have been remediated to Acceptable Contamination Levels has been issued by the MOE in respect of such Neighbouring Lands and received by the City; or
  - (ii) a Remediation Plan has been accepted by the MOE and an Approval in Principle for the remediation of such Neighbouring Lands has been granted by the MOE and such Remediation Plan and Approval in Principle have been provided to the City; and
- (d) until the Owner has fulfilled all of its obligations in this Agreement, including without limitation, preventing and protecting against any migration of Contaminants onto and from the Lands and in respect of any Road Contamination from the Roads onto any Neighbouring Lands or into the Environment, as herein provided, or the Owner has made arrangements to secure the fulfilment of any outstanding obligations, satisfactory to, in the sole discretion of, the City Engineer and the Director of Legal Services,

then the use of the Lands will be subject to the following restrictions:

- (e) neither the Owner nor any other person whatsoever will suffer, cause or permit the use or occupation of any Building, or any part thereof;
- (f) neither the Owner nor any other person whatsoever will apply for an Occupancy Permit or take any action, directly or indirectly, to compel the issuance of an Occupancy Permit;
- (g) the City will be under no obligation to issue an Occupancy Permit notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled; and
- (h) neither the Owner nor any other person will seek to or apply to subdivide the Lands by strata plan or airspace parcel subdivision or take any action, directly or indirectly, to compel the City's or the City's Approving Officer's approval of any strata plan or airspace parcel subdivision.

### **3.2. Release of Section 219 Covenant, Statutory Right of Way and Equitable Charge**

The City will, without in any way affecting the Owner's personal covenants otherwise set out in this Agreement, discharge this Agreement from title to the Lands and release the Section 219 Covenant described in Section 3.1, the Statutory Right of Way described in Section 2.11 and the Equitable Charge provided for in Section 5.1, if and when:

- (a) with respect to the Lands, a Certificate of Compliance (or Final Determination, if applicable) has been issued in respect of the Lands and has been provided to the City confirming that the Lands have been remediated to the Acceptable Contamination Levels;
- (b) with respect to the Roads:
  - (i) if the Owner is required to undertake the Remediation of any Road Contamination in the Roads pursuant to this Agreement, a Certificate of Compliance has been issued in respect of the Roads and has been provided to the City confirming that all Road Contamination has been remediated to the Acceptable Contamination Levels; and
  - (ii) if the Owner is required to remediate any Contaminates in the Roads pursuant to Section 2.3, the Owner has completed the Remediation of any such Contaminants and has otherwise complied with Section 2.3;
- (c) with respect to the Neighbouring Lands, if and only if, pursuant to the terms of this Agreement, the Owner is required to undertake any remediation activities in respect of the Neighbouring Lands, either:
  - (i) a Certificate of Compliance confirming that the Neighbouring Lands have been remediated to Acceptable Contamination Levels has been issued in respect of such Neighbouring Lands; or

- (ii) a Remediation Plan in respect of the Neighbouring Lands has been accepted by the MOE and an Approval in Principle for the Remediation of such Neighbouring Lands has been granted by the MOE and such Remediation Plan and Approval in Principle have been provided to the City; and
- (d) all of the Owner's covenants and obligations in this Agreement have been fully satisfied and all amounts due and payable to the City pursuant to this Agreement have been paid to the City's satisfaction, or the Owner has made arrangements to secure the fulfilment any outstanding obligations, satisfactory to, in the sole discretion of, the City Engineer and the Director of Legal Services,

provided however that:

- (e) the City will have no obligation to execute such discharge until a written request therefor from the Owner has been received by the City;
- (f) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner; and
- (g) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Owner.

#### ARTICLE 4 RELEASE AND INDEMNITY

##### 4.1. Release

Except in each case to the extent attributable to the wrongful intentional acts or gross negligence of the City or the City Personnel, the Owner hereby releases, remises and forever discharges the City and the City Personnel from any and all Claims (whether or not the City or the City Personnel have been negligent) suffered or incurred by the Owner now or at any time in the future by reason of, arising out of, related to or in any way connected with or to this Agreement or the subject matter thereof, and, without limiting or derogating from the generality of the foregoing, the Owner hereby releases and forever discharges the City and all City Personnel from and against:

- (a) all Claims resulting from or in any way connected to any Contaminants on, migrating from or which have migrated from the Roads;
- (b) all Claims resulting from or in any way connected to:
  - (i) Contaminants migrating or which have migrated from the Lands directly or indirectly through the Roads onto any Neighbouring Lands or into the Environment; and
  - (ii) any Contaminants migrating from or which have migrated from the Roads onto the Lands, but excluding any Contaminants brought on or deposited on the Roads by the City or any City Personnel and which migrate onto the Lands at any time after the issuance of a Certificate of Compliance (or Final Determination, as the case may be) for the Lands

and a Certificate of Compliance for the Roads in respect of the Road Contamination;

- (c) all Claims resulting from the issuance or granting or refusal to issue or grant any permits or to approve any further subdivision, zoning, development, building on or any other permits whatsoever with respect to the Lands relating to the Contaminants to be Remediated by the Owner pursuant to this Agreement or any non-compliance or breach of this Agreement by the Owner or of any requirements of the MOE which must be satisfied prior thereto;
- (d) all Claims resulting from the City or any City Personnel performing any Remediation of the Roads, or in performing or completing any Road Works;
- (e) all Claims for personal injury, death or property damage suffered by the Owner or the Owner's Personnel in performing any Remediation as required by this Agreement, including the Remediation in respect of Contaminants in the Roads, including Road Contamination; and
- (f) all Claims resulting from or in any way connected to the stockpiling on the Lands of any Contaminants removed from the Roads as deemed necessary by the City Engineer to complete the Road Works, including while being tested or sampled regarding their nature or source.

#### 4.2. Indemnity

The Owner hereby covenants and agrees with the City that the Owner will, on an ongoing basis, in perpetuity, indemnify and save harmless and will reimburse the City and all City Personnel from and against all Claims (whether or not the City or the City Personnel have been negligent, but except to the extent attributable to the wrongful intentional acts or gross negligence of the City or any City Personnel) which are instituted, asserted or made against the City or any City Personnel or paid, suffered or incurred by the City or any City Personnel by reason of, arising out of, relating to or which are in any way attributable to or in connection with this Agreement or the subject matter of this Agreement and, without limiting or derogating from the generality of the foregoing, the Owner hereby indemnifies and saves harmless the City and City Personnel, from and against:

- (a) all Claims resulting from or in any way connected to any Contaminants migrating from the Lands onto the Roads or into the Environment;
- (b) all Claims resulting from or in any way connected to:
  - (i) Contaminants migrating from or which have migrated from the Lands directly or indirectly through the Roads onto any Neighbouring Lands or into the Environment; and
  - (ii) any Contaminants migrating from or which have migrated from the Roads onto the Lands, but excluding any Contaminants brought on or deposited on the Roads by the City or any City Personnel and which migrate onto the Lands at any time after the issuance of a Certificate of Compliance (or Final Determination, as the case may be) for the Lands and a Certificate of Compliance for the Roads in respect of the Road Contamination;

- (c) all Claims resulting from the issuance of, or granting, delay or refusal to issue or grant any permits or to approve any further subdivision, zoning, development, building on or any other permits whatsoever by the City with respect to the Lands as a result of any Contaminants to be Remediated by the Owner pursuant to this Agreement or any non-compliance or breach of this Agreement by the Owner or of any requirements of the MOE which must be satisfied prior thereto;
- (d) any Claims resulting from the City complying with any notice or order of any governmental authority (including the MOE) having jurisdiction, whether or not the City is obligated or required to do so in connection with any Contaminants to be cleaned up, contained, removed or dealt with in any manner whatsoever;
- (e) all Claims resulting from the City or any City Personnel performing any Remediation activities on the Roads in respect of any Road Contamination, or in respect of any Contaminants in performing any Road Works;
- (f) all Claims suffered or incurred by the City or any City Personnel in the course of or as a result of doing any Road Works related to or resulting from any Contaminants in the Roads;
- (g) all Claims suffered or incurred by the City or any City Personnel for personal injury, death or property damage suffered by the City or any City Personnel in performing any Remediation as required by this Agreement, including in respect of Contaminants on the Roads; and
- (h) all Claims suffered or incurred by the City or the City's Personnel resulting from the Owner failing to obtain or maintain the insurance coverages required pursuant to this Agreement, or failing to comply with any such insurance requirements.

#### 4.3. Release and Indemnity to Survive

The releases and indemnities found in Sections 4.1 and 4.2 respectively, will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 4 will be both covenants of the Owner and integral parts of the Section 219 Covenants granted hereby.

#### 4.4 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 the City Personnel, then the City will give written notice of such claim to the Owner and, subject to section 4.4(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of such Claim. If the Owner elects not to conduct the proceedings in the defence of such Claim, the City will conduct the defence of such Claim.
- (b) Section 4.4(a) will not apply and the City will have the right to conduct the defence of any Claim described in section 4.4(a) in the following circumstances, where:

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- (i) the Director of Legal Services determines that the proper administration of the municipal government requires that decisions with respect to the Claim be made by the City;
  - (ii) the Director of Legal Services determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) in the opinion of the Director of Legal Services, 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.
- (c) If the City wishes to settle any Claim, whether in connection with a Claim made under section 4.4(a) or section 4.4(b), the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this section 4.4.
- (d) Regardless of whether the Claim is being defended under section 4.4(a) or section 4.4(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.

## ARTICLE 5 EQUITABLE CHARGE

5.1. The Owner hereby grants to the City an equitable charge over the Lands as security for the payment of all sums which may at anytime hereafter be payable by the Owner to the City under the terms of this Agreement (including pursuant to the indemnity provisions contained in this Agreement). Subject to Section 3.2 herein, this Section 5.1 will run with and bind the Lands and will survive the expiration or earlier termination of this Agreement. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands. This Equitable Charge will be discharged and released from title to the Lands at the same time as the release and discharge of the occupancy restrictions as provided for in Section 3.2 herein; Provided That the Owner has paid to the City all amounts owing by the Owner to the City pursuant to the terms of this Agreement.

## ARTICLE 6 LETTER OF CREDIT

### 6.1. Amount of Letter of Credit

In the event that any Contaminants from the Lands are found, at any time, to have extended to or migrated onto the Roads, then the Owner will, in addition to its other

obligations under this Agreement, immediately provide to the City a letter of credit or, if applicable, an additional letter of credit (the “Letter of Credit” or if more than one, “Letters of Credit”) in the amount of the Estimated Remediation Costs and the costs of preventing the migration of Contaminants from the Roads onto the Lands or any Neighbouring Lands, including all costs related to the installation, maintenance, monitoring and removal of any Remediation Works, if any. The Estimated Remediation Costs and the amount of the Letter of Credit will in no way limit the Owner’s obligation to the City under this Agreement to pay the City’s Remediation Costs, as the Letter of Credit amount, if any, is only an estimate of the Remediation costs.

#### **6.2. Changes to Amount of Letters of Credit**

The amounts of the Letter of Credit may, at the City Engineer’s discretion, acting reasonably, be increased or decreased, from time to time, as a result of any revision in the amounts or obligations being secured by such Letters of Credit, including the Estimated Remediation Costs.

#### **6.3. Terms of Letter of Credit**

All Letters of Credit will be irrevocable and unconditional demand letters of credit and will be issued by a financial institution with a branch office in Vancouver, British Columbia and will be in a form and content which is acceptable to the City’s Director of Legal Services. All Letters of Credit will be provided for a period of one year with the provision for an automatic renewal or extension without amendment from year to year.

#### **6.4. Calling Upon the Letter of Credit**

The City may call upon the Letters of Credit if:

- (a) the Owner fails to satisfactorily carry out the Remediation of the Roads and obtain a Certificate of Compliance for the Roads, as required by this Agreement;
- (b) the bank issuing the Letter of Credit refuses to extend or renew the expiry date of the Letter of Credit;
- (c) the City is required by the MOE to conduct any Remediation of the Roads or the City in its own discretion decides, as provided in Section 2.7, to Remediate the Road Contamination or any Contaminants in the course of completing the Road Works;
- (d) any Claims are made against the City or any City Personnel by any third parties in respect of any Contaminants which the Owner is responsible to Remediate pursuant to this Agreement; or
- (e) the Owner defaults on any of its obligations under this Agreement and fails to cure such default (or if such default cannot reasonably be cured within such time, the Owner fails to pursue such curing with diligence), after receiving no less than 14 days’ prior notice from the City.

#### 6.5. Replenishing Letter of Credit

In the event that the City makes use of all or any portion of the Letter of Credit or if the Estimated Remediation Costs will change, the Owner will forthwith replenish the Letter of Credit in an amount and form that the City may, in its absolute discretion, require from time to time to ensure that all of the City's Remediation Costs are paid by the Owner.

#### 6.6. Release of Letter of Credit

The City will release and/or return the Letter of Credit to the Owner upon the City receiving a Certificate of Compliance(s) in respect of the Road Contamination, provided that the Owner is not currently in default of this Agreement and the Owner has paid to the City all of the City's Remediation Costs, if any.

### ARTICLE 7 TRANSFER OF LANDS

#### 7.1. Binding Purchaser(s) and Subdivision by Strata Plan

The Owner covenants and agrees with the City that:

- (a) if, prior to completion of the Remediation or the delivery to the City of the Certificates of Compliance for the Lands and the Roads (if the Owner is required to undertake the Remediation of any Contaminants in the Roads pursuant to this Agreement), any legal or beneficial interest in the Lands is transferred or otherwise conveyed by the Owner to a third party purchaser or transferee who is transacting with the Owner at arms' length and who is not an affiliate of the Owner (as the term "affiliate" is defined in the *British Columbia Business Corporations Act*), then prior to or concurrently with such transfer or conveyance to such arms' length third party, the Owner will obtain from such purchaser or transferee (excluding the City) and deliver to the City an agreement binding upon such purchaser or transferee whereby the purchaser or transferee agree, together with the Owner, to be jointly and severally responsible for all of the obligations and indemnities of the Owner under this Agreement. The provisions in this Section 7.1(a) will apply equally to all subsequent purchasers and assignees; and
- (b) without derogating from Section 3.1, if the Lands, or any portion thereof, are subdivided by a strata plan prior to the discharge of the Section 219 Covenant described in Section 3.1, the Statutory Right of Way described in Section 2.11 and the Equitable Charge described in Section 5.1, this Agreement will charge title to each of the strata lots and the common property comprising such strata plan and:
  - (i) the strata corporation or the strata corporation so created will perform and observe the Owner's covenant herein at the expense of the strata lot owners; and
  - (ii) the liability of each strata lot owner and the performance and observance of the Owner's covenant and obligations herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan.

7.2. In the event that the Lands, or a portion thereof, are subdivided by way of strata plan and the Owner has, prior to the subdivision of the Lands by way of strata plan:

- (a) Remediated the Lands and the Roads (if the Owner is required to undertake the Remediation of any Contaminants in the Roads pursuant to this Agreement) to the Acceptable Contamination Levels (except for the Excluded Contaminants) and has obtained and provided to the City a Certificate of Compliance (or Final Determination, as the case may be) for the Lands and a Certificate of Compliance for the Roads in respect of the Road Contamination (if the Owner is required to undertake the Remediation of any Road Contamination in the Roads pursuant to this Agreement); and
- (b) paid to the City the City's Remediation Costs and all other amounts due to the City in this Agreement,

the Owner's obligations in Section 7.1 herein will cease to apply and the Owner will not be obligated to obtain or provide to the City any written acknowledgements or agreements, pursuant to Section 7.1, from any purchasers or transferees, including purchasers of the strata lots so created by the deposit of the strata plan.

7.3. Subject to Sections 3.1 and 3.2, the Statutory Right of Way, Section 219 Covenant and Equitable Charge granted herein will run with and bind the Lands and all parcels and all portions thereof into which the Lands at any time hereafter may be consolidated or subdivided, including the Lands, or if subdivided by strata plan.

## ARTICLE 8 DEFAULT

### 8.1 Notice on Default

Notwithstanding anything to the contrary contained in this Agreement, in the event that the City Engineer is of the opinion that the Owner is in default or otherwise is not satisfactorily carrying out its obligations to Remediate Road Contamination as required by this Agreement, the City Engineer will deliver written notice to the Owner detailing the nature of the default or such unsatisfactory performance of the Owner's obligations hereunder. From the date of delivery of such notice, the Owner will have 7 days in which to remedy the default or unsatisfactory performance, or to otherwise address the City Engineer's concerns, to the satisfaction of the City Engineer.

The obligation, as set out herein, to provide written notice to the Owner prior to the City carrying out any work, including Remediation of the Roads, will not apply in the case of emergency (including any perceived risk to City utilities), as determined by the City. For greater certainty, this section will not apply in respect of any Remediation required in the course of performing Road Works, which the City is hereby authorized to carry out without any prior notice to the Owner.

## ARTICLE 9 GENERAL

9.1. The Owner acknowledges to the City, and covenants and agrees with the City that the covenants and indemnities of the Owner contained in this Agreement are personal covenants, binding on it and its successors, and that the Owner will continue to be bound,

notwithstanding that the Owner may transfer, convey, dedicate or otherwise dispose of the Lands or any legal or beneficial interest therein and notwithstanding any modification, release, partial release or the discharge of the registered covenants and charges in this Agreement (or any portion of this Agreement) from the Land Title Office.

9.2. Any covenants, agreements, conditions, or promises made by two or more persons will be construed as several as well as joint, including any payments or compensation to be paid pursuant to this Agreement. If the fee simple owner of the Lands will consist of more than one person, such parties will be jointly and severally liable to the City for the performance and observance of this Agreement.

9.3. Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia to the Owner:

- (a) in the case of the Owner, addressed to it at:

**1009513 B.C. Ltd.**  
 #300 - 410 Carleton Avenue  
 Burnaby, British Columbia  
 V5C 6P6

Attention: \_\_\_\_\_

- (b) in the case of the City, addressed to it at:

**City of Vancouver**  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, BC V5Y 1V4

Attention: City Clerk

with a copy to the City Engineer,

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

9.4. The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

9.5. Notwithstanding anything to the contrary herein provided, no mention in this Agreement of any particular right or remedy of the City in respect of any default or in the

payment of any sums which at anytime hereafter may be payable, due or owing by the Owner will preclude the City from any other right or remedy in respect thereof, whether available at law or in equity or by statute or as expressly provided for in this Agreement. No right or remedy will be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such remedies or rights being cumulative and not alternative.

9.6. Nothing contained or implied in this Agreement 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* as amended from time to time 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 or the Roads as if this Agreement had not been executed and delivered by the Owner and the City.

9.7. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

9.8. No alleged waiver of any breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by the City or the Owner of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

9.9. This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.

9.10. Save as hereinafter provided, this Agreement will be registered as a first charge against the Lands in priority over all other charges existing at the time this Agreement is deposited for registration in the Land Title Office other than those charges in favour the City or as contained in the original Crown grant. On written request by the Owner to the City, the City will promptly subordinate the equitable charge granted by the Owner to the City pursuant to Section 5.1 and, in conjunction therewith, execute and deliver to the Owner a registrable priority agreement in respect of any security interests registered, or required to be registered against the Lands in respect of any financing provided to the Owner in connection with the Development on the Lands.

9.11. Time will be of the essence.

9.12. This Agreement will be governed by the laws of British Columbia and Canada and the parties irrevocably attorn to the jurisdiction of the Courts of British Columbia.

9.13. The parties hereby agree to execute such further documents and assurances as are required to carry out and more fully effect the intent of this Agreement.

9.14. The relationship of the City and the Owner created by this Agreement will not constitute a partnership and is to be limited to dealings with the Contaminants in accordance with the terms of this Agreement.

9.15. The Owner will not assign this Agreement or any of its rights or obligations hereunder.

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9.16. If an Event of Force Majeure occurs or is likely to occur, the Owner will promptly notify the City of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The Owner will use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the Owner) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor the Owner will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.

9.17. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

9.18. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and in the year first above written by signing the Form C to which it is attached, which form is a part hereof.

## SCHEDULE A



June 28, 2017

Victoria File: 26250-20/5000  
SITE 5009VIA FAX ONLY: [spencer@ambleside.co](mailto:spencer@ambleside.co) and [james.smith@vancouver.ca](mailto:james.smith@vancouver.ca)

Ambleside Environmental Ltd.  
427 - 1489 Marine Drive  
West Vancouver, BC V7T 1B8  
Attention: Spencer Lonergan

City of Vancouver  
515 W 10<sup>th</sup> Avenue  
Vancouver, BC  
Attention: James Smith

Dear Spencer Lonergan and James Smith:

Re: Release Request – Zoning and Demolition Permit  
2537 Renfrew Street (formerly 2894 East Broadway), Vancouver  
PID: 002-907-763

This letter is to acknowledge receipt of the proponent's request for release of the above-referenced applications. According to our records, there is an outstanding requirement for a preliminary site investigation for the subject site as outlined in our site profile decision letter dated February 16, 2016.

Based on the information provided by the applicant, the ministry is prepared to provide the necessary release so that the Council or its delegate may proceed with approval of the zoning and demolition applications. To that end, please accept this letter as notice pursuant to the *Vancouver Charter* (section 571B(2)(b)) that the Council or its delegate may approve the zoning and demolition permit under this section because the Director does not require site investigation prior to approval of these applications. This decision is for the limited purpose of the zoning and demolition.

Please note that the requirement for a site investigation is not extinguished by this release and this outstanding requirement will suspend the approval of future applications for the site identified in section 40 of the *Environmental Management Act* (the Act) until:

Ministry of Environment	Land Use/Development Section	Mailing Address:	Telephone: (604) 595-8000
	Environmental Enforcement and Land Remediation	2 FLORISSANT BLVD	Portland, OR 97208-1171
	Environmental Protection Division	Lower BC, VANCOUVER	E-mail: <a href="mailto:land.use@ec.gc.ca">land.use@ec.gc.ca</a>

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- the proponent has applied for, and obtained one of the following contaminated sites legal instruments, as applicable: a Determination that the site is not a contaminated site; a Voluntary Remediation Agreement; an Approval in Principle of a remediation plan; or a Certificate of Compliance confirming the satisfactory remediation of the site. A copy of the legal instrument must be provided to the approving authority; or
- the approving authority has received notice from the ministry that it may approve a specific application because a) in the opinion of the Director, the site would not present a significant threat or risk if the specified application were approved; b) the Director has received and accepted a Notification of Independent Remediation with respect to the site; or c) the Director has indicated that a site investigation is not required prior to the approval of the specified application.

Investigation of all environmental media must be conducted until the full extent of any contamination is determined at the site and which has migrated from the site. Section 58 and 59 of the Contaminated Sites Regulation describe the requirements for the conduct of preliminary and detailed site investigation and the content of reports based on those investigations.

For more information regarding the freeze and release provisions of the site profile process, refer to Fact Sheet 37, "Site Profile Freeze and Release Provisions" and Administrative Guidance 6, "Site Profile Decisions and Requesting Release Where Local Government Approvals are Required" available on the Land Remediation Section Website at <http://www.env.gov.bc.ca/epd/remediation/>.

Please be advised of the following:

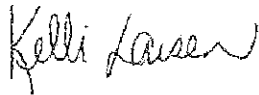
- The absence of a requirement to undertake a site investigation does not necessarily mean that the site is not a contaminated site. It is recommended that the proponent retain a qualified environmental consultant to identify and characterize any soil and/or groundwater of suspect environmental quality encountered during any subsurface work at the subject site;
- Those persons undertaking site investigations and remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the Act and its regulations. The ministry considers these persons responsible for identifying and addressing any human health or environmental impacts associated with the contamination; and
- Penalties for noncompliance with the contaminated sites requirements of the Act and Regulation are provided in section 115 and 120(17) of the Act.

Decisions of a Director may be appealed under part 5 of the Act.

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Please contact the undersigned at 604-582-5246 if you have any questions about this letter.

Yours truly,

A handwritten signature in black ink that reads "Kelli Larsen". The signature is written in a cursive, flowing style.

Kelli Larsen  
for Director, *Environmental Management Act*

klv

cc: Rosalie Budau, City of Vancouver, email: [Rosalie.budau@vancouver.ca](mailto:Rosalie.budau@vancouver.ca)

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charge” means the Mortgage registered under number CA4899237 and the Assignment of Rents registered under number CA4899238;
- (b) “Existing Chargeholder” means Bank of Montreal;
- (c) “New Charges” means the Statutory Right of Way, the Section 219 Covenant and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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 Charge 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 Charge or the advance of any money under the Existing Charge.

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

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

**Title Number**

From Title Number

CA3888480

BM269097

**Application Received**

2014-08-07

**Application Entered**

2014-08-12

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

1009513 B.C. LTD., INC.NO. BC1009513  
#300 - 410 CARLETON AVENUE  
BURNABY, BC  
V5C 6P6

**Taxation Authority**

Vancouver, City of

**Description of Land**

Parcel Identifier:

002-907-763

Legal Description:

LOT E BLOCK 2 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS SUBURBAN LANDS  
PLAN 20664

**Legal Notations**

HERETO IS ANNEXED EASEMENT CA6240236 OVER LOT 17 BLOCK 2 PLAN 2059

HOUSING AGREEMENT, VANCOUVER CHARTER, S. 565.2, SEE CA6276612

**Charges, Liens and Interests**

Nature:

MORTGAGE

Registration Number:

CA4899237

Registration Date and Time:

2015-12-24 12:22

Registered Owner:

BANK OF MONTREAL

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CA4899238

Registration Date and Time:

2015-12-24 12:22

Registered Owner:

BANK OF MONTREAL

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6240195  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER  
Remarks: PART SHOWN ON PLAN EPP73884

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240196  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240195 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240197  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240198  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240197 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240199  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240200  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240199 PRIORITY OVER CA4899237 AND CA4899238

Nature: EQUITABLE CHARGE  
Registration Number: CA6240201  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240202  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240201 PRIORITY OVER CA4899237 AND CA4899238

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6240204  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240205  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240204 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240206  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240207  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240206 PRIORITY OVER CA4899237 AND CA4899238

Nature: EQUITABLE CHARGE  
Registration Number: CA6240208  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240209  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240208 PRIORITY OVER CA4899237 AND CA4899238

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6240210  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240211  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240210 PRIORITY OVER CA4899237 AND CA4899238

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

Nature: COVENANT  
Registration Number: CA6240212  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240213  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240212 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240214  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240215  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240214 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240216  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240217  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240216 PRIORITY OVER CA4899237 AND CA4899238

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA6240218  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240219  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240218 PRIORITY OVER CA4899237 AND CA4899238

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

Nature: COVENANT  
Registration Number: CA6240220  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240221  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240220 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240222  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240223  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240222 PRIORITY OVER CA4899237 AND CA4899238

Nature: EASEMENT  
Registration Number: CA6240224  
Registration Date and Time: 2017-08-22 15:52  
Remarks: APPURTENANT TO LOT 17 BLOCK 2 PLAN 2059

Nature: COVENANT  
Registration Number: CA6240225  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240227  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240224 PRIORITY OVER CA4899237 AND CA4899238

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240228  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240225 PRIORITY OVER CA4899237 AND CA4899238

**TITLE SEARCH PRINT**

File Reference: rezoning  
Declared Value \$1975000

2017-09-13, 15:56:17  
Requestor: Rosalind Pow

Nature: COVENANT  
Registration Number: CA6240230  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240231  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240230 PRIORITY OVER CA4899237 AND CA4899238

Nature: COVENANT  
Registration Number: CA6240233  
Registration Date and Time: 2017-08-22 15:52  
Registered Owner: BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Nature: PRIORITY AGREEMENT  
Registration Number: CA6240234  
Registration Date and Time: 2017-08-22 15:52  
Remarks: GRANTING CA6240233 PRIORITY OVER CA4899237 AND CA4899238

Nature: EASEMENT  
Registration Number: CA6240235  
Registration Date and Time: 2017-08-22 15:52  
Remarks: APPURTENANT TO LOT 17 BLOCK 2 PLAN 2059

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE



April 14, 1998

Our File: 26250-20/5009  
SITE ID: 5009

CPG Engineering Incorporated  
1100-1200 West 73rd Avenue  
Vancouver, B.C.  
V6P 6G5

Attention: Mr. John Bryden

Dear Sir:

Re: Site Profile Submission  
Development Permit Application  
2894 East Broadway, Vancouver



We acknowledge receipt, on April 6, 1998, of a satisfactorily completed site profile pertaining to the above-referenced site. In accordance with section 7(1) of the Contaminated Sites Regulation the ministry requires a preliminary site investigation (PSI) be submitted for review.

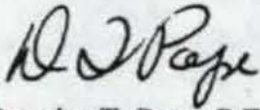
Preliminary site investigations are defined under section 58 of the Contaminated Sites Regulation. Please note that fees are applicable for the ministry's contaminated sites services, pursuant to section 9 of the Contaminated Sites Regulation. An application has been enclosed for your convenience.

Please be advised that those persons undertaking site investigations and remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the *Waste Management Act* and regulations (e.g. Contaminated Sites Regulation, Special Waste Regulation etc.). Please also be advised that the ministry considers these persons responsible for ensuring that on-site contaminants are not migrating off-site and that any associated human health or environmental impacts (on or off-site) are identified and addressed, including notification of any potentially affected parties (e.g. adjacent land owners/occupants, municipalities, utility companies etc.).

Decisions of a manager may be appealed under part 7 of the *Waste Management Act*.

If you require further clarification please contact Elizabeth Graca at (604) 930-7103.

Yours truly,

A handwritten signature in black ink, appearing to read 'D. T. Pope', written in a cursive style.

Douglas T. Pope, P.Eng.  
Assistant Regional Waste Manager

/EG

Attachment (addressee only)

cc:     Mona Investments Limited, 2894 East Broadway, Vancouver, B.C., V5M 1Z1  
       S.A. Robinson, City of Vancouver

## MEMORANDUM

February 4, 2016

TO: Rachel Harrison - Planner, Vancouver Midtown Division

FROM: James Smith - Environmental Protection

SUBJECT: Rezoning Conditions - 2894 East Broadway

To rezone the site from C-1 (Commercial) to CD-1 (Comprehensive Development) to construct a four-storey mixed-use building. The building will include one level of underground parking, commercial use at grade, and 37 market rental above.

Site: 2984 East Broadway

### Environmental Assessment:

- A Stage 1 Preliminary Site Investigation prepared by Ambleside Environmental (July 2015) indicated:
  - A PetroCanada fuel station operated at the site for about 10 years until the mid-1990s;
  - PetroCanada obtained a "numerical" Certificate of Compliance" (CofC) for the Site in 1999. The CofC cited there was residual soil contamination beneath the building.
  - The Site operated as a Tempo fuel station (Schedule 2 Use) again from about 1999 until it was decommissioned in 2008.
  - A subsequent soil and groundwater investigation (NEXT Environmental) identified residual soil contamination; however, groundwater and soil vapour quality was not assessed.
- The Site Profile (November 25, 2015) identified the Tempo fuel station as a Schedule 2 use and provided a "yes" answer with respect to the presence of underground storage tanks.

### Instructions:

Based on our review of information provided, a Remediation Agreement "is" required as a condition of rezoning.

# **SCHEDULE 1 Site Profile**

Received  
City of Vancouver  
FEB 02 2015  
Real Estate and Facilities Management  
Environmental Contamination Team

LAN # 2015049

Version 4.0

## **Introduction**

Under section 40 of the *Environmental Management Act*, a person who ~~knows or reasonably should know~~ that a site has been used or is used for industrial or commercial purposes or activities must in certain circumstances provide a site profile.

Schedule 2 of the Contaminated Sites Regulation sets out the types of industrial or commercial purposes or activities to which site profile requirements apply.

*If section 40 of the Environmental Management Act applies to you and you know or reasonably should know that the site has been used or is used for one of the purposes or activities found in Schedule 2 of the Contaminated Sites Regulation, you may be required to complete the attached site profile.*

## **Notes/Instructions:**

Persons preparing a site profile *must* complete Section I, II and III, answer all questions in sections IV through IX, and sign section XI. If the site profile is not satisfactorily completed, it will not be processed under the *Environmental Management Act* and the Contaminated Sites Regulation. Failure to complete the site profile satisfactorily may result in delays in approval of relevant applications and in the postponement of decisions respecting the property.

The person completing this site profile is responsible for the accuracy of the answers. Questions must be answered *to the best of your knowledge*.

Section 27 (1) of the *Freedom of Information and Protection of Privacy Act* requires that provision of personal information concerning an individual must be authorized by that individual. Persons completing the site profile on behalf of the site owner must be authorized by the site owner.

One (1) site profile may be completed for a site comprised of more than one titled or untitled parcel, but individual parcels must be identified.

The latitude and longitude (accurate to 0.5 of a second using North American Datum established in 1983) of the centre of the site must be provided. Also, please attach an accurate map, containing latitude, longitude and datum references, which shows the boundaries of the site in question. Please use the largest scale map available.

If the property is legally surveyed, titled and registered, then all PID numbers (Parcel Identifiers – Land Title Registry system) must be provided for *each* parcel as well as the appropriate legal description.

If the property is untitled Crown land (no PID number), then the appropriate PIN numbers (Parcel Identification Numbers – Crown Land registry system) for each parcel with the appropriate land description should be supplied.

If available, the Crown Land File Number for the site should also be supplied.

Anything submitted in relation to this site profile will become part of the public record and may be made available to the public through the Site Registry as established under the *Environmental Management Act*.

Under section 43 of the *Environmental Management Act*, corporate and personal information contained in the site profile may be made available to the public through the Site Registry. If you have questions concerning the collection of this information, contact the Site Registrar, at [site@gov.bc.ca](mailto:site@gov.bc.ca). For questions on site profiles, please send a message to [siteprofiles@gov.bc.ca](mailto:siteprofiles@gov.bc.ca).

## I CONTACT IDENTIFICATION

### A. Name of Site Owner:

Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial(s) \_\_\_\_\_ (and/or, if applicable)  
Company 1009513 B.C. LTD., INC. NO. BC 1009513  
Owner's Civic Address #300 - 410 CARLETON AVENUE  
City BURNABY Province/State BC  
Country CANADA Postal Code/ZIP V5C 6P6

### B. Person Completing Site Profile (Leave blank if same as above):

Last WILKINSON First LISA Middle Initial(s) \_\_\_\_\_ (and/or, if applicable)  
Company AMBLESIDE ENVIRONMENTAL LTD.

### C. Person to Contact Regarding the Site Profile:

Last WILKINSON First LISA Middle Initial(s) \_\_\_\_\_ (and/or, if applicable)  
Company AMBLESIDE ENVIRONMENTAL LTD.  
Mailing Address 427 - 1489 MARINE DRIVE  
City WEST VANCOUVER Province/State BC  
Country CANADA Postal Code/ZIP V7T 1B8  
Telephone (604) 281-3993 Fax ( ) -

## II SITE IDENTIFICATION

Please attach a site location map

### All Property

Coordinates (using the North American Datum 1983 convention) for the centre of the site:

Latitude: Degrees 49 Minutes 15 Seconds 42.08  
Longitude: Degrees 123 Minutes 2 Seconds 41.20

Please attach a map of appropriate scale showing the boundaries of the site.

### For Legally Titled, Registered Property

Site Street Address (if applicable) 2894 EAST BROADWAY  
City VANCOUVER Postal Code V5M 2Y9

PID numbers and associated legal descriptions. *Attach an additional sheet if necessary.*

<u>PID</u>	<u>Legal Description</u>
002-907-763	LOT E BLOCK 7 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS SUBURBAN LOTS PLAN 20664

Total number of titled parcels represented by this site profile is: 1

**For Untitled Crown Land**

PIN numbers and associated Land Description. *Attach an additional sheet if necessary.*

<u>PIN</u>	<u>Land Description</u>

Total number of untitled crown land parcels represented by this site profile is: \_\_\_\_\_

(and, if available)

Crown land file numbers. *Attach an additional sheet if necessary.*

**III COMMERCIAL AND INDUSTRIAL PURPOSES OR ACTIVITIES**

Please indicate below, in the format of the example provided, which of the industrial and commercial purposes and activities from Schedule 2 have occurred or are occurring on this site.

**EXAMPLE**

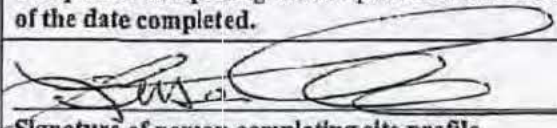

<u>Schedule 2</u>	<u>Description</u>
<u>Reference</u>	
E1	appliance, equipment or engine repair, reconditioning, cleaning or salvage
F10	solvent manufacturing or wholesale bulk storage

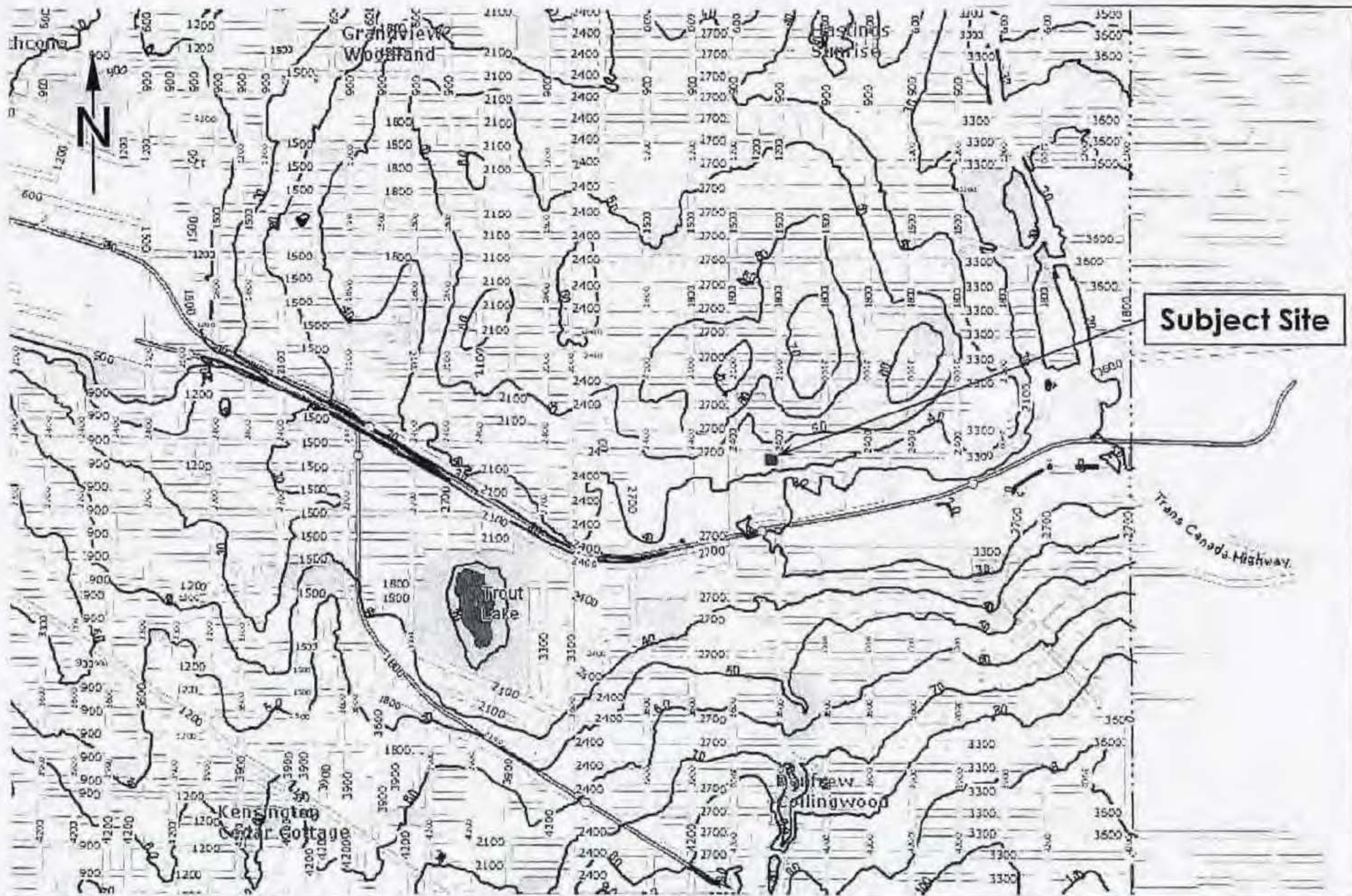
*Please print legibly. Attach an additional sheet if necessary*

<u>Schedule 2</u>	<u>Description</u>
<u>Reference</u>	
F5	PETROLEUM PRODUCT, OTHER THAN COMPRESSED GAS, DISPENSING FACILITIES INCLUDING SERVICE STATIONS AND CARO LOCKS.

IV AREAS OF POTENTIAL CONCERN			
	Is there currently or to the best of your knowledge has there previously been on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres?		✓
B.	Residue left after removal of piled materials such as chemicals, coal, ore, smelter slag, air quality control system baghouse dust?		✓
C.	Discarded barrels, drums or tanks?		✓
D.	Contamination resulting from migration of substances from other properties?		✓
V FILL MATERIALS			
	Is there currently or to the best of your knowledge has there previously been on the site any deposit of (please mark the appropriate column opposite the question):	YES	NO
A.	Fill dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 2?		✓
B.	Discarded or waste granular materials such as sand blasting grit, asphalt paving or roofing material, spent foundry casting sands, mine ore, waste rock or float?		✓
C.	Dredged sediments, or sediments and debris materials originating from locations adjacent to foreshore industrial activities, or municipal sanitary or stormwater discharges?		✓
VI WASTE DISPOSAL			
	Is there currently or to the best of your knowledge has there previously been on the site any landfilling, deposit, spillage or dumping of the following materials (please mark the appropriate column opposite the question):	YES	NO
A.	Materials such as household garbage, mixed municipal refuse, or demolition debris?		✓
B.	Waste or byproducts such as tank bottoms, residues, sludge, or flocculation precipitates from industrial processes or wastewater treatment?		✓
C.	Waste products from smelting or mining activities, such as smelter slag, mine tailings, or cull materials from coal processing?		✓
D.	Waste products from natural gas and oil well drilling activities, such as drilling fluids and muds?		✓
E.	Waste products from photographic developing or finishing laboratories; asphalt tar manufacturing; boilers, incinerators or other thermal facilities (e.g. ash); appliance, small equipment or engine repair or salvage; dry cleaning operations (e.g. solvents); or from the cleaning or repair of parts of boats, ships, barges, automobiles or trucks, including sandblasting grit or paint scrapings?		✓

<b>VII TANKS OR CONTAINERS USED OR STORED, OTHER THAN TANKS USED FOR RESIDENTIAL HEATING FUEL</b>			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Underground fuel or chemical storage tanks other than storage tanks for compressed gases?	✓	
B.	Above ground fuel or chemical storage tanks other than storage tanks for compressed gases?		✓
<b>VIII HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES</b>			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored?		✓
B.	Waste asbestos or asbestos containing materials such as pipe wrapping, blown-in insulation or panelling buried?		✓
C.	Paints, solvents, mineral spirits or waste pest control products or pest control product containers stored in volumes greater than 205 litres?		✓
<b>IX LEGAL OR REGULATORY ACTIONS OR CONSTRAINTS</b>			
	To the best of your knowledge are there currently any of the following pertaining to the site (please mark the appropriate column opposite the question):	YES	NO
A.	Government orders or other notifications pertaining to environmental conditions or quality of soil, water, groundwater or other environmental media?		✓
B.	Liens to recover costs, restrictive covenants on land use, or other charges or encumbrances, stemming from contaminants or wastes remaining onsite or from other environmental conditions?		✓
C.	Government notifications relating to past or recurring environmental violations at the site or any facility located on the site?		✓
<b>X ADDITIONAL COMMENTS AND EXPLANATIONS</b>			
<p>(Note 1: Please list any past or present government orders, permits, approvals, certificates and notifications pertaining to the environmental condition, use or quality of soil, surface water, groundwater or biota at the site.</p> <p>Note 2: If completed by a consultant, receiver or trustee, please indicate the type and degree of access to information used to complete this site profile. Attach extra pages, if necessary):</p> <p>INFORMATION REVIEWED:</p> <p>1) CERTIFICATE OF COMPLIANCE FOR PID: 002-907-763, SITE ID #: 5009, ISSUED: MAY 04, 1997 by ALAN W. McCANN (ASSISTANT REGIONAL WASTE MANAGER).</p> <p>2) "STAGE 1 PRELIMINARY SITE INVESTIGATION OF 2894 EAST BROADWAY, VANCOUVER, BC" PREPARED BY: AMBLEDGE ENVIRONMENTAL LTD. DATED: JULY, 2015.</p>			

<b>XI SIGNATURES</b>			
The person completing the site profile states that the above information is true based on the person's current knowledge as of the date completed.			
 Signature of person completing site profile		 2015-11-25 Date completed: (YY-MM-DD)	
<b>XII OFFICIAL USE</b>			
<b>Local Government Authority</b>			
Reason for submission (Please check one or more of the following)			Soil removal <input type="checkbox"/>
Subdivision application <input checked="" type="checkbox"/> Zoning application <input type="checkbox"/> Development permit <input type="checkbox"/> Variance permit <input type="checkbox"/> Demolition permit <input type="checkbox"/>			
Date received:	<u>Local Government contact:</u> Name <u>James Smith</u> Agency <u>City of Vancouver</u> Address <u>515 W 10th Ave</u> <u>Vancouver, BC</u> Telephone <u>604-871-6289</u> Fax _____	Date submitted to Site Registrar:  <u>Feb 4, 2016</u>	Date forwarded to Director of Waste Management:
<b>Director of Waste Management</b>			
Reason for submission (Please check one or more of the following)			
Under Order <input type="checkbox"/> Site decommissioning <input type="checkbox"/> Foreclosure <input type="checkbox"/>			
Date received:	<u>Assessed by:</u> Name _____ Region _____ Telephone _____ Fax _____ If site profile entered, SITE ID # _____	Investigation Required?  YES NO	Decision date:
<b>Site Registrar</b>			
Date received:	<u>Entered onto Site Registry by:</u>	SITE ID #:	Entry date:





Ministry of  
Environment,  
Lands and Parks

Environment and Lands  
Lower Mainland Region

# FAX SHEET

Date: Friday, May 29, 1998 # of pages (including this sheet) 3

To: Jody Brydon Fax # (604) 267-7064  
Hank Uyeyma (604) 873-7100

Office: \_\_\_\_\_ Phone # (604)

From: Darrell Wakelin Phone # (604) 582-5  
Contaminated Sites Section  
Lower Mainland Region, Surrey Fax # (604) 582-5334

Re: 2894 E. Broadway

## SPECIAL INSTRUCTIONS:

*Check with PR check if  
there is a dedication  
if no then  
Hond  
Clear on PRISM*

*put NOTE Hold Occupancy pending  
clearance by EP branch  
Thank you*

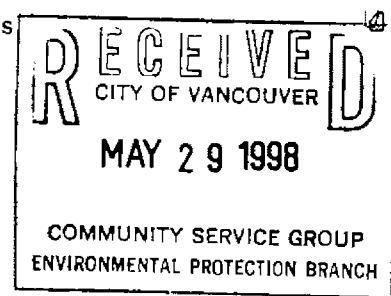


URGENT: No

CONFIDENTIAL: No

ORIG. IN MAIL: No

**Material contained in this fax transmission may be confidential, and should only be delivered to the addressee. If you do not receive all pages, please call 582-5285.**



May 28, 1998

Our File: 26250-20/5009  
SITE ID: 5009

VIA FAX: (604) 267-7064

CPG Engineering Incorporated  
1100-1200 West 73rd Avenue  
Vancouver, B.C.  
V6P 6G5

Attention: Mr. John Bryden

Dear Mr. Bryden:

Re: 2894 East Broadway, Vancouver, BC

On April 14, 1998, the Ministry responded to the site profile submission for the above referenced property by requesting a preliminary site investigation be submitted for review. Upon receipt of this notification, the site profiler submitted additional information regarding the proposed development.

On May 21, 1998, we received Petro Canada's notice of commencement of independent remediation for at the above referenced site pursuant to section 28(2)(a) of the *Waste Management Act* (WMA). Based on the intentions to undergo independent remediation, the ministry does not require a PSI to be submitted for review. This letter supersedes the previous letter which was issued on April 14, 1998.

Please be advised that those persons undertaking remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the *Waste Management Act* and regulations (e.g. Contaminated Sites Regulation, Special Waste Regulation etc.). Please also be advised that the ministry considers these persons responsible for ensuring that on-site contaminants are not migrating off-site and that any associated human health or environmental impacts (on or off-site) are identified and addressed, including notification of any potentially affected parties (e.g. adjacent land owners/occupants, municipalities, utility companies etc.).

Ministry of  
Environment,  
Lands and Parks

Environment and Lands  
Lower Mainland Region  
Pollution Prevention  
Contaminated Sites Section

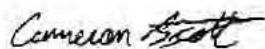
Mailing/Location Address:  
10470 152 Street  
SURREY BC V3R 0Y3

Telephone: (604) 582-5200  
Facsimile: (604) 582-5334

Decisions of a manager may be appealed under part 7 of the *Waste Management Act*.

If you require further clarification please contact the undersigned at (604) 930-7102.

Yours truly,



Cameron Scott

Pollution Prevention Technician

/CS

cc: Mona Investments Limited, 2894 East Broadway, Vancouver, B.C., V5M 1Z1  
S.A. Robinson, City of Vancouver



Ministry of  
Environment,  
Lands and Parks

Environment and Lands  
Lower Mainland Region

**FAX**  
**FAX SHEET**

Date: Friday, September 18, 1998 # of pages (including this sheet) 4

To: Sam Kenway Fax # (604) 513-1040

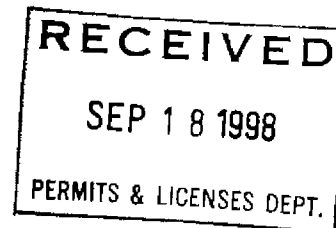
Office: O'Connor Associates Environmental Phone # (604)

From: Simon Shutter Phone # (604) 582-5258  
Contaminated Sites Section  
Lower Mainland Region, Surrey Fax # (604) 582-5334

Re: 2894 EAST BROADWAY

**SPECIAL INSTRUCTIONS:**

cc: Doug Roberts, City of Vancouver, Fax: 871-6489  
Al Stolz, Petro-Canada, Fax: 933-2660



URGENT: No

CONFIDENTIAL: No

ORIG. IN MAIL: No

*Material contained in this fax transmission may be confidential, and should only be delivered to the addressee. If you do not receive all pages, please call 582-5285.*



FAX

September 17, 1998

Your File: 10-3982  
Our File: 26250-20/5009  
SITE 5009

O'Connor Associates Environmental Inc.  
19890 - 92A Avenue  
Langley, BC, V1M 3A9

DE 403150  
311109693

Attention: Sam Kenway

Dear Sam Kenway:

**Re: Completion of Independent Remediation  
Draft Guidance Document #4 Process  
Former Petro-Canada Service Station - 2894 E Broadway**

This letter is to confirm the ministry's receipt of notification of completion of independent remediation at the above-referenced site. Site remediation has been undertaken in general accordance with the ministry's draft Guidance Document #4 - "Investigation and Remediation Processes and Local Government Permit Process", dated November 26, 1997. In accordance with the draft guidance document, the ministry provides the following additional confirmations:

- a closure report was submitted to the ministry;
- the closure report was discussed with the responsible person at a meeting on September 10, 1998;
- the ministry does not presently require further work at this site.

In addition, Petro-Canada has stated its intent to apply for a certificate of compliance for the site.

Please be advised that those persons undertaking site investigations and remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the *Waste Management Act* and regulations (e.g. Contaminated Sites Regulation, Special Waste Regulation etc.). In addition, the ministry considers these persons responsible for ensuring that on-site contaminants are not migrating off-site and that any associated human health or environmental impacts (on or off-site) are identified and addressed, including notification of any potentially affected parties (e.g. adjacent land owners/occupants, municipalities, utility companies etc.). The ministry shall be copied on any notifications.

Ministry of  
Environment,  
Lands and Parks

Environment and Lands  
Lower Mainland Region  
Pollution Prevention  
Contaminated Sites Section

Mailing/Location Address:  
10470 152 Street  
SURREY BC V3R 0Y3

Telephone: (604) 582-5200  
Facsimile: (604) 582-5334

lcomp.dot  
City of Vancouver - FOI 2018-607 - Page 82 of 137

**FAX**

2

Thank you for submitting a contaminated sites services application for the meeting on September 10. The requested service is subject to fees as per the Contaminated Sites Regulation (CSR). The total fee is 267.50 including 7% GST. Please submit payment to this office (cheque payable to the Minister of Finance and Corporate Relations).

The foregoing comments are based on the most recent information provided to the ministry with respect to the indicated site. The ministry, however, makes no representation or warranty as to the accuracy or completeness of this information. The ministry expressly reserves the right to change or substitute different requirements where circumstances warrant.

If you require further clarification please contact the undersigned at 592-5258.

Yours truly,



Simon Shutter, M.Sc., P.Geo.  
Senior Pollution Prevention Officer

cc: Doug Roberts, City of Vancouver  
Al Stoltz, Petro-Canada

## PART 6 - VERIFICATION OF FEES PAYABLE (FOR USE BY BC ENVIRONMENT OFFICE)

BCE Region: 2 SITE No.: 509 Request received on: 98/08/11  
(date - yy/mm/dd)

## 1. Type of request:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Review of a report or plan   | <input type="checkbox"/> Review of a covenant                  | <input type="checkbox"/> Contaminated Soil Relocation Agreement |
| <input type="checkbox"/> Approval in Principle        | <input type="checkbox"/> Voluntary Remediation Agreement       | <input type="checkbox"/> Minor Contributor Status               |
| <input type="checkbox"/> Certificate of Compliance    | <input type="checkbox"/> Conditional Certificate of Compliance |   |
| <input type="checkbox"/> Allocation panel appointment | <input type="checkbox"/> Allocation panel opinion              |   |
| <input checked="" type="checkbox"/> Site inspection   | <input type="checkbox"/> Determination of contaminated site    |   |

## 2. Type of Report:

- |   |  |
|---|--|
| <input type="checkbox"/> Preliminary site investigation | <input type="checkbox"/> Detailed site investigation           |
| <input type="checkbox"/> Remediation plan with no RA    | <input type="checkbox"/> Remediation plan with risk assessment |

## 3. Size of Site:

- |   |                                 |                                |
|---|---------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> Small | <input type="checkbox"/> Medium | <input type="checkbox"/> Large |
|---|---------------------------------|--------------------------------|

## 4. Complexity of Site:

- |  |                                  |
|--|----------------------------------|
| <input checked="" type="checkbox"/> Simple | <input type="checkbox"/> Complex |
|--|----------------------------------|

## 5. Review Option:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> BC Environment review | <input type="checkbox"/> External review |
|---|--|

BC Environment fee: \$ 250  
 External reviewer fee: \$ \_\_\_\_\_  
 GST applicable: \$ 17.50  
 TOTAL PAYABLE: \$ 267.50

2. Fee received from applicant on \_\_\_\_\_ \$ \_\_\_\_\_  
 (date - yy/mm/dd)

3. Fee verified by: \_\_\_\_\_ (signature) \_\_\_\_\_ (date - yy/mm/dd)

4. BC Environment contact regarding service request:  
 Caseworker: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## PART 7 - EXTERNAL REVIEWER OPTION

## A. External Reviewer Selection (to be completed by BC Environment in Victoria)

- External reviewer next-in-line from roster: \_\_\_\_\_
- External reviewer's office address: \_\_\_\_\_
- External reviewer's office telephone number: \_\_\_\_\_ fax: \_\_\_\_\_
- Date external reviewer contacted by BC Environment (yy/mm/dd): \_\_\_\_\_
- BC Environment - Victoria contact name: \_\_\_\_\_
- BC Environment contact telephone number: \_\_\_\_\_ fax: \_\_\_\_\_

## B. Acceptance of Review Assignment by External Reviewer (when signed by external reviewer, fax to BC Environment contact shown in A. 5. above)

I hereby accept the above external review assignment:

\_\_\_\_\_  
 (Signature of External Reviewer signing authority)

\_\_\_\_\_  
 (date - yy/mm/dd)

## C. BC Environment - Victoria Authorization

The external reviewer named in PART 7 - A and whose signature appears in PART 7 - B above is hereby authorized to review the report described in PART 3 of this form.

External reviewer authorization number: \_\_\_\_\_

\_\_\_\_\_  
 (BC Environment signature)

\_\_\_\_\_  
 (title)

\_\_\_\_\_  
 (date - yy/mm/dd)

**WASTE DISCHARGE PERMIT**

Issued by the Environmental Protection Branch,  
Permits and Licenses Department, City of Vancouver,  
under the provisions of the Greater Vancouver Sewerage  
& Drainage District Sewer Use By-law No. 164

---

**PERMIT ISSUED TO:**

Name: Petro-Canada  
Address: c/o O'Connor Associates Environmental Inc.  
19770 94A Avenue, Unit 101C  
City: Langley, BC  
Postal Code: V1M 3B7  
Telephone: 888-6900 FAX: 888-6911  
Related Business License Account No. BL: N/A

---

**FOR NON-DOMESTIC WASTES DISCHARGED TO THE SEWER FROM:**

Company Name: Petro-Canada  
Address: 2894 East Broadway, Vancouver, BC

---

**CONTACT:**

Name: A. Tumber  
Title: Project Manager  
Telephone: 888-6900

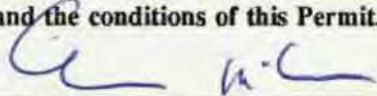
---

**NATURE OR TYPE OF BUSINESS: REMEDIATION**

This Permit has been issued under the terms and conditions prescribed in the Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 and in the attached Appendices:

A & B

I understand the responsibilities for compliance with the Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 and the conditions of this Permit.

  
\_\_\_\_\_  
Signature of Permittee

Date Issued: APR 29 1996

Date Amended: \_\_\_\_\_

  
\_\_\_\_\_  
DISTRICT SEWAGE CONTROL MANAGER

## APPENDIX A

### to WASTE DISCHARGE PERMIT No. SC 960172

This Appendix sets out the standard conditions, engineering units, and the requirement for emergency procedures.

#### A. STANDARD CONDITIONS

1. Except where otherwise indicated in this Permit, all terms and conditions stipulated in Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 shall apply to this Permit.
2. The terms and conditions of this Permit may be amended as deemed necessary by the Manager.
3. Definitions contained within Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 apply to the terminology in this Permit.
4. The Permittee shall inspect the pollution control works regularly and maintain them in good working order. The District Sewage Control Manager shall be notified of any malfunctions of these works.
5. The discharge of non-domestic waste which has bypassed the authorized works is prohibited.
6. The Permittee shall notify the District Sewage Control Manager prior to implementing changes to any process, authorized works, or any other condition that may affect the quality and/or quantity of the discharge.



**DISTRICT SEWAGE CONTROL MANAGER**

Date Issued: APR 29 1996

Date Amended: \_\_\_\_\_

# APPENDIX A (Cont'd.)

to WASTE DISCHARGE PERMIT No. SC 960172

## B. ENGINEERING UNITS

The engineering units specified in this Permit are in accordance with the Metric System of measure. Approximate equivalent values for the British Imperial System can be calculated using the following conversion factors.

IGPD	÷	220	=	m <sup>3</sup> /day
IGPM	÷	0.22	=	ℓ/min
cfs	÷	35.3	=	m <sup>3</sup> /s
ppm	÷	1	=	mg/ℓ
lb	÷	2.205	=	kg

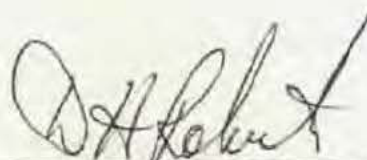
where:

m<sup>3</sup> = cubic metres  
 ℓ = litres  
 mg = milligrams  
 kg = kilograms  
 s = seconds

IGPD = Imperial gallons per day  
 IGPM = Imperial gallons per min  
 cfs = cubic feet per second  
 ppm = parts per million  
 lb = pounds

## C. EMERGENCY PROCEDURES

In the event of an emergency or condition which prevents the continuing operation of any pollution control works or procedures designated by this Permit or results in a violation of any discharge criteria specified in this Permit, the Permittee shall notify the City of Vancouver Environmental Protection Branch at 667-7285 (24 hours) immediately and shall undertake appropriate remedial action.



DISTRICT SEWAGE CONTROL MANAGER

Date Issued: APR 29 1994

Date Amended: \_\_\_\_\_

## APPENDIX B

### to WASTE DISCHARGE PERMIT No. SC 960172

This Appendix sets out the requirements for the authorized works.

#### A. AUTHORIZED WORKS

The works authorized are as follows:

- a) Pumping Wells
- b) Storage Tanks
- c) Filter and Activated Carbon Absorption Units

#### B. AUTHORIZED RATE OF DISCHARGE AND VOLUME

- a) Maximum 100 l/min.
- b) Average 25 l/min.
- c) Average 36 m<sup>3</sup>/day

#### C. AUTHORIZED DISCHARGE CHARACTERISTICS

- a) The PERMITTEE shall not discharge PROHIBITED WASTE as defined in Schedule A of By-law No. 164.
- b) The PERMITTEE shall not discharge RESTRICTED WASTE as defined in Schedule B of the By-law unless otherwise specified in (c) below.
- c) Total Extractable Hydrocarbons (TEH) 15 mg/l maximum.  
Total Benzene/Ethylbenzene/Toluene/Xylene (BETX) 1.0 mg/l maximum.  
Total Polynuclear Aromatic Hydrocarbons (PAHS) 0.05 mg/l maximum.

#### D. SAMPLING AND REPORTING REQUIREMENTS

- a) One grab sample shall be taken during the first four (4) hours of initial operation of the treatment system.
- b) Further to (a) one more grab sample shall be taken during the discharge period and subjected to the same analysis.

Date Issued: APR 29 1996

DISTRICT SEWAGE CONTROL MANAGER

Date Amended: \_\_\_\_\_

APPENDIX B (Cont'd)

to WASTE DISCHARGE PERMIT No. SC 960172

- c) Samples must be collected in accordance with procedures in Standard Methods or other approved methods. The sample shall be analyzed within 48 hours by an approved laboratory using procedures from Standard Methods or other approved methods for the following parameters:
- i) Total Extractable Hydrocarbons (TEH)
  - ii) Benzene, Ethylbenzene, Toluene, Xylene (BETX)
  - iii) Total Polynuclear Aromatic Hydrocarbons (PAHS)
- d) The analysis of the sample taken in 4(a) must be reported to the District Sewage Control Manager within two weeks after the date of sampling.
- e) If the PAH concentration is at, or below, detection level in the first sample, further PAH analysis will not be required.
- f) Report sent to the Manager would include the volume discharged during the discharge period, as well as the analytical data summary and discussion.

**E. AUTHORIZED PERIOD OF DISCHARGE**

The discharge is authorized for 30 days from the date of issue.

- F.** We reserve the right to change the conditions of, or revoke, this Permit, at any time.

Date Issued: APR 29 1996

Date Amended: \_\_\_\_\_

ANWDPB18 (SAR.3c/Apr 2/96)

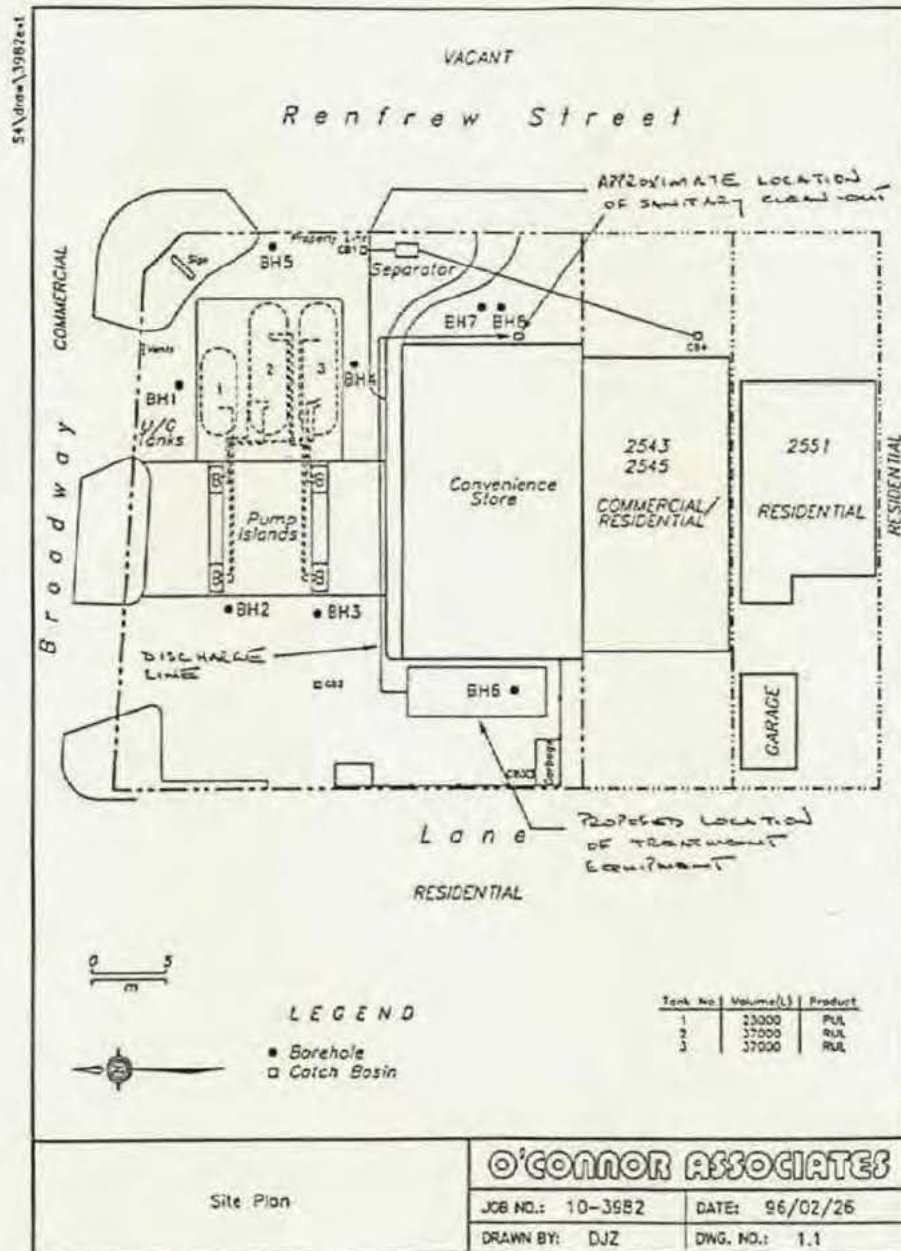


DISTRICT SEWAGE CONTROL MANAGER

# APPENDIX B (Cont'd)

to WASTE DISCHARGE PERMIT No. SC 960172

## G. SITE PLAN



\*Not to Scale

Date Issued: APR 29 1996

Date Amended: \_\_\_\_\_

DISTRICT SEWAGE CONTROL MANAGER

G.S.T.

AG 19 MLH/90

CITY OF VANCOUVER

1ST APRIL 19 96

RECEIVED FROM

O'CONNOR ASSOC. ENV INC  
19770-94A AVE, UNIT 101C  
LANGLEY, B.C. V1M 3B7

PREPARED BY:

S.A. ROBINSON

PHONE

873-7732

USED FOR GST

DESCRIPTION	FUND	AGCY	ORGANIZATION	ACTIVITY	REVENUE SOURCE	SUB REV	BAL SHEET ACCOUNT	OBJECT	SUB OBJ	AMOUNT
WASTE DISCHARGE PERMIT FEE	60	09	9104		339					280.00
FOR 30 DAYS FROM DATE OF										
ISSUE										
FOR: 2894 E. BROADWAY										
VANCOUVER, B.C.										
SC 960172										
*GOODS AND SERVICES TAX	6	0					5504			
TOTAL										280.00

CASH REGISTER IMPRESSION CONSTITUTES OFFICIAL RECEIPT

G.S.T. Registration No. R121361042

White — CUSTOMER'S COPY / Yellow — CASHIER'S COPY

CITY OF VANCOUVER  
TREASURY BRANCH

REC#:00245747 TR0265 CASH REP#09 WJ  
 CAT 052 MISC. MISC. PROC:04/01/96  
 REF:  
 CASHIER DSN WKST #:005 04/01/96 11:10  
 ACT:099104339 TOTAL PAID: 280.00  
 PLEASE RETAIN RECEIPT FOR YOUR RECORDS  
 070 MISCELLANEOUS 280.00  
 CHEQUES 280.00 CHANGE 0.00



# O'CONNOR ASSOCIATES ENVIRONMENTAL INC.

19770 - 94A AVENUE, UNIT 101C, LANGLEY, BRITISH COLUMBIA V1M 3B7 TELEPHONE: (604) 888-6900 FAX: (604) 888-6911

5 July 1996

10-3982

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

**Attention:** Mr. D.H. Roberts, A.Sc.T.  
Deputy Sewage Control Manager

Dear Sir:

Re: Permission to Discharge Treated Groundwater  
to the Municipal Sanitary Sewer System from  
Petro-Canada Service Station  
2894 East Broadway  
Vancouver, British Columbia  
Location No. 04215

PERMITS & LICENSES DEPARTMENT

Reg. No.: .....

JUL 17 1996

ORIGINAL TO: JHR

COPY TO: .....

COPY SENT

In compliance with the reporting requirements for the above referenced Discharge Permit (No. SC 960172) issued for the above referenced site on April 29th, 1996 we present herein the required information.

The Waste Discharge Permit was obtained as a contingency against accumulation of water in the planned excavation from seepage or precipitation. Water was not observed to collect during the excavation activities and no water was discharged from the site during the excavation activities.

We trust that the foregoing information is satisfactory for your present requirements and thank you again for your co-operation. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

O'CONNOR ASSOCIATES ENVIRONMENTAL INC.

*Bob Symington*

R.M. Symington, M.Sc., P.Geo.

*J. Naus*  
J. Naus, P.Eng.

RS/zf

Distribution: Addressee (1)  
Mr. A.P. Stolz, Petro-Canada (1)

PERMITS & LICENSES DEPARTMENT  
City Hall, East Wing  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4  
Phone (604) 873-7611  
FAX (604) 873-7100

CITY OF VANCOUVER



DIRECTOR:  
J.A. Perri

DEPUTY DIRECTOR  
R.L. Maki, PEng  
Permits & Inspection Division

## FAX COVER SHEET

DATE: 980403

CALLING FAX NO.: 582-5334

TO: B.C. ENV

FROM:

SURREY

ATTN: SARAH BATUGATE

**S.A. Robinson,**  
**C.Chem., M.R.S.C., M.C.I.C.**

Supervisor, Environmental  
Protection Branch  
Permits and Licenses  
Department

Tel: (604) 873-7732  
--- (604) 873-7100

SENDER'S

SUBJECT: 2894 E Broadway

NUMBER OF PAGES SENT: 6 (including cover sheet)

MESSAGE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PERSON TO CONTACT IN CASE OF TROUBLE: SENDER

PHONE NO.: 873-7732

\*\*\*NOTE: ORIGINAL WILL NOT BE SENT BY MAIL UNLESS SPECIFICALLY REQUESTED.

SCHEDULE 1  
Site Profile

(Version 1.0)

I CONTACT IDENTIFICATION

A. Name of Site Owner:

Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial(s) \_\_\_\_\_ (and/or, if applicable)

Company MONA INVESTMENT LTD

Owner's Civic Address 2894 EAST Broadway

City VANCOUVER Province/State B.C.

Country CANADA Postal Code/ZIP V5M 1Z1

B. Person Completing Site Profile (Leave blank if same as above):

Last Bryden First John Middle Initial(s) D (and/or, if applicable)

Company CPG ENGINEERING INC.

C. Person to Contact Regarding the Site Profile:

Last Bryden First John Middle Initial(s) D (and/or, if applicable)

Company CPG ENGINEERING INC.

Mailing Address 1100 - 1200 WEST 73rd

City VANCOUVER Province/State B.C.

Country CANADA Postal Code/ZIP V6P 6G5

Telephone (604) 267-7063 Fax (604) 267-7064

II SITE IDENTIFICATION

IF Legally Titled, Registered Property

Site Street Address (if applicable) 2894 EAST Broadway

City VANCOUVER Postal Code V5M 1Z1

PID numbers and associated legal descriptions. Attach an additional sheet if necessary.

PID

Legal Description

Topographic Survey Plan of LOT E  
Block 2, South 1/2 of Section 35,  
Town of Hastings Suburban Lands,  
New Westminster District, Plan 20664

Total number of titled parcels represented by this site profile is: 1

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

**IF Untitled Crown Land**

**1) PIN numbers and associated Land Description. Attach an additional sheet if necessary.**

<u>PIN</u>	<u>Land Description</u>
_____	_____
_____	_____
_____	_____
_____	_____

Total number of untitled crown land parcels represented by this site profile is: \_\_\_\_\_

**OR**

**2) Coordinates (using the North American Datum 1983 convention) for the centre of the site:**

Latitude: Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_  
Longitude: Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_

Please attach a map of appropriate scale showing the boundaries of the site.  
(and, if available)

Crown land file numbers. *Attach an additional sheet if necessary.*

\_\_\_\_\_

(All the Following Questions Must Be Answered.)

**III COMMERCIAL AND INDUSTRIAL PURPOSES OR ACTIVITIES**

Please indicate below, in the format of the example provided, which of the industrial and commercial purposes and activities from Schedule 2 have occurred or are occurring on this site.

<u>Schedule 2</u>	<u>EXAMPLE</u>
<u>Reference</u>	<u>Description</u>
E1	appliance, equipment or engine repair, reconditioning, cleaning or salvage
F10	solvent manufacturing or wholesale bulk storage

Please print legibly. *Attach an additional sheet if necessary*

<u>Schedule 2</u>	<u>Description</u>
<u>Reference</u>	
<u>F5</u>	<u>petroleum Product Dispensing Service Station</u>
_____	_____
_____	_____
_____	_____

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

IV AREAS OF POTENTIAL CONCERN			
	Is there currently or to the best of your knowledge has there previously been on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres?		X
B.	Residue left after removal of piled materials such as chemicals, coal, ore, smelter slag, air quality control system baghouse dust?		X
C.	Discarded barrels, drums or tanks?		X
V FILL MATERIALS			
	Is there currently or to the best of your knowledge has there previously been on the site any deposit of (please mark the appropriate column opposite the question):	YES	NO
A.	Fill dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 2?		X
B.	Discarded or waste granular materials such as sand blasting grit, asphalt paving or roofing material, spent foundry casting sands, mine ore, waste rock or float?		X
C.	Dredged sediments, or sediments and debris materials originating from locations adjacent to foreshore industrial activities, or municipal sanitary or stormwater discharges?		X
VI WASTE DISPOSAL			
	Is there currently or to the best of your knowledge has there previously been on the site any landfilling, deposit or dumping in pits, ponds, lagoons or natural depressions of (please mark the appropriate column opposite the question):	YES	NO
A.	Materials such as household garbage, mixed municipal refuse, or demolition debris?		X
B.	Waste or byproducts such as tank bottoms, residues, sludge, or flocculation precipitates from industrial processes or wastewater treatment?		X
C.	Waste products from smelting or mining activities, such as smelter slag, mine tailings, or cull materials from coal processing?		X
D.	Waste products from natural gas and oil well drilling activities, such as drilling fluids and muds?		X
E.	Waste products from photographic developing or finishing laboratories; asphalt tar roofing manufacturing; boilers, incinerators or other thermal facilities (e.g. ash); appliance, small equipment or engine repair or salvage; dry cleaning operations (e.g. solvents); or automobile and truck parts cleaning or repair?		X

**SCHEDULE 1**  
**Site Profile**

(Version 1.0)

VII TANKS OR CONTAINERS USED OR STORED			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	Underground fuel or chemical storage tanks?	X	
B.	Above ground fuel or chemical storage tanks?		X
VIII SPECIAL (HAZARDOUS) WASTES OR SUBSTANCES			
	Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):	YES	NO
A.	PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored?		X
B.	Waste asbestos or asbestos containing materials such as pipe wrapping, blown-in insulation or panelling buried?		X
C.	Paints, solvents, mineral spirits or waste pest control products or pest control product containers stored in volumes greater than 205 litres?		X
IX LEGAL OR REGULATORY ACTIONS OR CONSTRAINTS			
	To the best of your knowledge are there currently any of the following pertaining to the site (please mark the appropriate column opposite the question):	YES	NO
A.	Government orders or other notifications pertaining to environmental conditions or quality of soil, water, groundwater or other environmental media?		X
B.	Liens to recover costs, restrictive covenants on land use, or other charges or encumbrances, stemming from contaminants or wastes remaining onsite or from other environmental conditions?		X
C.	Government notifications relating to past or recurring environmental violations at the site or any facility located on the site?		X
X ADDITIONAL COMMENTS AND EXPLANATIONS			
<p>(Note 1: Please list any past or present government orders, permits, approvals, certificates and notifications pertaining to the environmental condition, use or quality of soil, surface water, groundwater or biota at the site.</p> <p>Note 2: If completed by a consultant, receiver or trustee, please indicate the type and degree of access to information used to complete this site profile. Attach extra pages, if necessary):</p> <p><u>Consultant Reports on Decommissioning of Former</u> <u>Service Station and Copy of ESA Report.</u></p> <p><u>Other Letters Attached.</u></p>			

**SCHEDULE 1  
Site Profile**

(Version 1.0)

**XI SIGNATURES**

The person completing the site profile states that the above information is true, based on the person's current knowledge as of the date completed.

  
Signature of person completing site profile

98-03-20  
Date completed: (YY-MM-DD)

**XII OFFICIAL USE**

**Local Authority**

Reason For Submission (Please check one or more of the following)

Soil Removal ☐

Subdivision Application ☐ Zoning Application ☐ Development Permit ☒ Variance Permit ☐ Demolition Permit ☐

Date received:

Assessed by/local contact:

Date Submitted to  
Site Registrar:

Date forwarded to  
BC Environment  
Manager:

980327

Name S.A. ROBINSON  
Agency CITY OF VANCOUVER  
Address 453 W 12th Ave  
Vancouver B.C. V7C 5P5  
Telephone 873.7732 Fax 873.7100

980403

**BC Environment Manager**

Reason For Submission (Please check one or more of the following)

Under Order ☐ Site Decommissioning ☐ Foreclosure ☐

Date received:

Assessed by:

Investigation  
Required?

Decision date:

Name \_\_\_\_\_  
Region \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
If site profile entered, SITE ID # \_\_\_\_\_

YES NO

**Site Registrar**

Date received:

Entered onto site registry by:

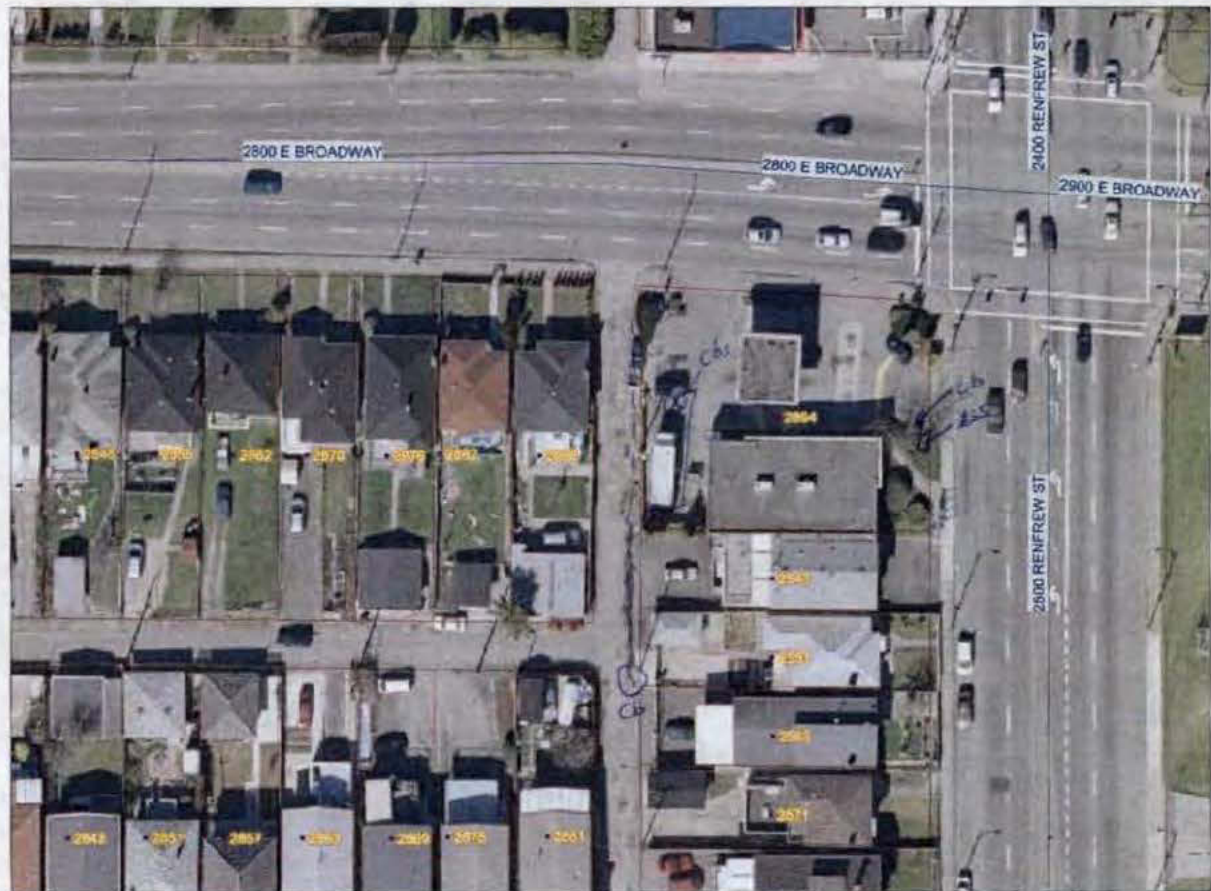
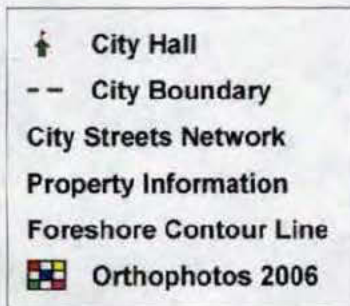
SITE ID #:

Entry date:

Mon 19/07 - On-site Bill Hunt 690-4594

2894 E Broadway .98-99 CofC obtained  
- has emergency spill ramp

Tango fuel station, Manager Jai Chen 255-6216



SCALE 1 : 971



Mon 20/07 - Spoke to manager. Difficult to communicate. He could not understand (or understand) emergency spill ramp, emergency plans, piping, plumbing, c.b.'s, water flows or items blocking storm sewer.

- He said work bill \$750/quarter. He knew most of the history - ie '86 built, '96 Peter Canada. Soil testing, 91 tank installation.  
=> He will get lead office to call me. Holly

Tenago. Acct # 5009138 - generally 250 mb/gal

also 2543<sup>rd</sup> Acct # 5006474 - house but with no gas leaky → little to no consumption

↳ closed pizza place with residence upstairs

Compass Petrol Club: Broadway 5005074 - some consumption (slightly high)

Mar 21/07 Street called me to say they were uncovering the line. I attended.

- line is simply old pieces of concrete & steel culverts placed in an old ditch. Line exposed to ~ 15 ft south of Broadway sidewalk - does not appear that anything from Tenago station is tied into it. Furthermore Tenago likely ties into a storm line in centre of lane. Flow is still strong suggesting that there is something connected to it from at or north of Broadway. is a few inches below ground

Spoke to J at Tenago - Emergency spill pump is in bushes on Pinkney side. I said - clear brush, get it chosed out & call

Called Bell Hunt - I don't believe that the Tenago/Haste Hunt is causing flow & probably not blockage or oil

April 12/07 - No rain for a few days

- No flow at c.b. in lane (?) lane has been paved/patched
- E.S.S. has not been cleaned/cleaned.

April 13/07 I called: he said after 2 left bushes were cut back. He called AsA/Western Oil for clean out who then suggested if water level was below inlet pipe of ESS it didn't need ~~as~~ doesn't need cleaning. I said call AsA/who was for clean out of sediments in all 3 c.b.'s and one E.S.S. They sent me copy of invoice.

April 19/07 Rec'd copy of invoice for cleaning of 3 c.b.'s & 1 storm sump.  
- Paid ✓

**WASTE DISCHARGE PERMIT**

Issued by the Environmental Protection Branch,  
Permits and Licenses Department, City of Vancouver,  
under the provisions of the Greater Vancouver Sewerage  
& Drainage District Sewer Use By-law No. 164

---

**PERMIT ISSUED TO:**

Name: Petro-Canada  
Address: c/o O'Connor Associates Environmental Inc.  
19770 94A Avenue, Unit 101C  
City: Langley, BC  
Postal Code: V1M 3B7  
Telephone: 888-6900 FAX: 888-6911  
Related Business License Account No. BL: N/A

---

**FOR NON-DOMESTIC WASTES DISCHARGED TO THE SEWER FROM:**

Company Name: Petro-Canada  
Address: 2894 East Broadway, Vancouver, BC

---

**CONTACT:**

Name: R. B. MacEachern  
Title: Project Manager  
Telephone: 888-6900

---

**NATURE OR TYPE OF BUSINESS: REMEDIATION**

This Permit has been issued under the terms and conditions prescribed in the Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 and in the attached Appendices:

A & B

I understand the responsibilities for compliance with the Greater Vancouver Sewerage & Drainage District Sewer Use By-law No. 164 and the conditions of this Permit.

Signature of Permittee

  
**DISTRICT SEWAGE CONTROL MANAGER**

**P&L B/F** Date Issued: APR 29 1996

Date Amended: \_\_\_\_\_

A:/WDP18 (SAR:lc/Apr 2/96)

**From:** "Christa Rutherford" <[christa@ambleside.co](mailto:christa@ambleside.co)>  
**To:** "Hazardous Materials Reporting" <[enviro.reporting@vancouver.ca](mailto:enviro.reporting@vancouver.ca)>  
"Budau, Rosalie" <[Rosalie.Budau@vancouver.ca](mailto:Rosalie.Budau@vancouver.ca)>  
**CC:** "Mayur Kothary" <[mayur@decorus.ca](mailto:mayur@decorus.ca)>  
"Liisa Wilkinson" <[liwilkinson@amblesideenvironmental.com](mailto:liwilkinson@amblesideenvironmental.com)>  
"Spencer Lonergan" <[Spencer@amblesideenvironmental.com](mailto:Spencer@amblesideenvironmental.com)>  
"Taylor Ramsden" <[taylor@amblesideconsulting.com](mailto:taylor@amblesideconsulting.com)>  
**Date:** 7/12/2017 12:31:51 PM  
**Subject:** Hazardous Materials Report - 2537 Renfrew Street, Vancouver  
**Attachments:** COV Hazmat Report 12Jul2017.pdf

Hi Rosalie,

As discussed, please find attached Hazardous Material Report and documentation. I will forward you a copy of the completed manifest once received from Latino's Demolition.

Please contact us should you have any questions.

Thank you,

---

**Christa Rutherford**

Administrator

**AMBLESIDE ENVIRONMENTAL** | *Intelligence & Creativity, founded in Science.*

Mailing Address: Suite 427 – 1489 Marine Drive | West Vancouver, B.C. | V7T 1B8

Office Address: 1578 Marine Drive | West Vancouver, B.C. | V7V 1H8

O: 604-281-3993 | C: 604.328.2048

 Please consider the environment before printing this e-mail

## HAZARDOUS MATERIALS REPORT FORM

This report form must be completed by a Qualified Professional (QP) as defined by City of Vancouver Bulletin 2015-008-EV. The form must be submitted to the City of Vancouver with the Hazardous Materials Inspection Report, Post-Abatement Inspection Report, WSBC Notice of Project and other supporting documentation prior to issuance of a building permit to demolish or deconstruct.

**Electronic submissions must be submitted by QP to: [enviro.reporting@vancouver.ca](mailto:enviro.reporting@vancouver.ca)**

### 1. PROJECT INFORMATION

Salvage & Abatement Permit No. \_\_\_\_\_

Demolition Permit No. BP 2017-02926

Date of Application: 2017-07-10

Site Address: 2537 Renfrew Street, Vancouver BC

Building Type: ☐ Single Family ☐ Single Family w/ Secondary Suite ☐ Multiple Family  
☒ Commercial ☐ Institutional ☐ Industrial ☐ Other \_\_\_\_\_

### 2. CONTACT INFORMATION

#### Owner Information:

Owner's Name: 1009513 BC Ltd. - Mayur Kothary

Owner's Civic Address: 643 - 4974 Kingsway, Burnaby V5H 4M9

Telephone Number: (604) 808-2220 Alternate Number: \_\_\_\_\_

Email: mayur@decorus.ca Business License: \_\_\_\_\_

#### Applicant Information (Leave blank if same as above):

Applicant's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Email: \_\_\_\_\_ Business License: \_\_\_\_\_

#### Person Completing Form (Qualified Professional):

Consultant's Name: Liisa Wilkinson

Company Name: Ambleside Environmental Ltd.

Telephone Number: (604) 281-3993 Alternate Number: (604) 813-2488

Email: lwilkinson@amblesideenvironmental.com Business License: 17-109360

### 3. AREAS OF POTENTIAL ENVIRONMENTAL CONCERN

Answer the following questions to the best of your knowledge using the property owner as a reference.

- a. Was this property present or previously use for commercial or industrial purposes?  
Yes ☒ No ☐
- b. Has this property previously been used for a controlled substance operation (e.g. marijuana grow operation or clandestine drug lab)?  
Yes ☐ No ☒
- c. Has a notification of likely or actual migration been issued for this property or suspected contamination by migration of substances from an offsite source?  
Yes ☐ No ☒

If you answered yes to any of the above questions complete and attach a site profile:  
[http://www.env.gov.bc.ca/epd/remediation/forms/pdf/electronic\\_forms\\_v2/csr\\_site\\_profile.pdf](http://www.env.gov.bc.ca/epd/remediation/forms/pdf/electronic_forms_v2/csr_site_profile.pdf)

- d. To the best of your knowledge is there an underground storage tank (UST) used for residential heating oil present or previously removed from this property?

Yes ☐ No ☐

If you **checked present or abandoned**, the UST must be removed at the demolition stage. A separate fire permit is required from the Fire Prevention Office located at Suite 201, 456 West Broadway (telephone 604-873-7595).

- a. If removed was there residual contamination remaining after removal?  
Yes ☐ No ☐

If you checked yes, the residual contamination must be remediated at the demolition stage. An environmental report confirming the site meets the Contaminated Sites Regulation applicable land use standards (e.g. commercial, residential) must be submitted to Environmental Protection prior to construction. Refer to Bulletin 2015-007-EV *Residential Underground Storage Tank Removal* for reporting requirements.

### 4. BUILDING DESCRIPTION

Year Built: 1986 Major Renovation Year: 1995 Size: 2800 sqft  
 Number of Floors: 1 Roof Type: asphalt  
 Heating System: gas Insulation? Yes ☒ No ☐ Type: fibreglass  
 Exterior Finish: cinder block & wood Drywall? Yes ☒ No ☐ Approx. Quantity: 1000 sqft

### 5. HAZARDOUS MATERIALS SUMMARY

A Hazardous Materials Inspection Report completed by a qualified person, as defined in WSBC OHSR 20.112, **must** be submitted electronically with this form. Analytical lab report must be attached.

Hazardous Materials Inspector:

Consultant's Name and Company: Ambleside Environmental Ltd.

Telephone Number: (604) 281-3993 Email: lwilkinson@amblesideenvironmental.com  
 AHERA Certification No: 1998 Business License: 17-109360

**Hazardous Materials Identified:**

PCBs Yes ☐ No ☒ Location: \_\_\_\_\_  
 Mercury Yes ☒ No ☐ Location: 1 thermostat  
 Lead Yes ☐ No ☒ Location: \_\_\_\_\_  
 Ozone Depleting Substances Yes ☐ No ☒ Location: \_\_\_\_\_  
 Silica Yes ☐ No ☒ Location: \_\_\_\_\_  
 Radioactive Materials Yes ☐ No ☒ Location: \_\_\_\_\_  
 Household Chemicals Yes ☐ No ☒ Location: \_\_\_\_\_

**Asbestos Containing Materials:**

Sample ID	Material Type	% Asbestos	Location	Homogeneous Area	Approximate Quantity
S18	Asbestos	1-5% Chrysotile	Back West Room	vinyl asbestos floor tile	300 sqft

\*Attach additional table as required

Total Number of Samples: 19  
 Laboratory Name: AASL Analytical Method(s): NIOSH Method Lab 9002

**6. REMOVAL, RECYCLING AND DISPOSAL**

Documentation providing evidence that all hazardous materials identified in this report have been removed and disposed of according to all applicable regulations must be submitted electronically with this form. WSBC Notice of Project, Post-Abatement Inspection Report and Air Monitoring Report must be attached where applicable.

Clean drywall must be removed and recycled prior to demolition.

**Attached Document Checklist:**

Hazardous Materials Inspection Report ☒ Mandatory  
 Post Abatement Inspection Report ☒ Mandatory (unless no hazmat identified)  
 WSBC Notice of Project ☒ NOPA #: E748409  
 Contractor Clearance Letter ☒  
 Air Monitoring Report ☐  
 Waste Manifest ☒ Reference #: BP31746-0  
 Disposal Receipts ☒

**Abatement Contractor (where applicable):**Contractor's Name and Company: Latino's Demolition & Asbestos RemovalTelephone Number: (778) 928-9536Business License: 12-255882**Risk Assessment:**Risk Level: Low ☒ Moderate ☐ High ☐**Person Conducting Air monitoring (where applicable):**Consultant's Name and Company: N/A

Telephone Number: \_\_\_\_\_

Business License: \_\_\_\_\_

**Asbestos Waste Disposal (where applicable):**Receiver Name and Address: Vancouver LandfillDisposal Date: 2017-07-10**7. ADDITIONAL INFORMATION****8. CERTIFICATION***To be completed by the qualified professional.*

I, Liisa Wilkinson, certify that the information provided on this form is consistent with the findings of the attached Hazardous Materials Inspection Report and supporting documentation. I have reviewed the Hazardous Materials Inspection Report, agree with its findings and confirm that all materials identified have been removed and disposed of in accordance with all applicable regulations.

Signature (with digital stamp or designation)

2017-07-10

Date

**Submit****Reset**

June 12, 2017

Ambleside Project No.: 16-053.06

Mayur Kothary & Manjit Bhatti  
1009513 B.C. Ltd.  
#300 - 410 Carleton Avenue,  
Burnaby, B.C. V5C 6P6

Via email: mayur@decorus.ca  
manjit@decorus.ca

Re: **Pre-Demolition Hazardous Building Materials Survey – 2894 E Broadway,  
Vancouver, B.C.**

(now referred to as 2537 Renfrew St.  
Vancouver)

Ambleside Environmental Ltd. (Ambleside) was retained by Mr. Mayur Kothary representing 1009513 B.C. Ltd. (the Client) to conduct a pre-demolition hazardous building materials survey (HBMS) to document the presence of hazardous materials at 2894 East Broadway, Vancouver, BC (the Site). This survey was completed on June 1<sup>st</sup>, 2017. At the time of the assessment the building was occupied and limited destructive testing was completed.

## **1.0 SITE INSPECTION**

The property houses a single story 2,800 sqft commercial use building. The building was constructed circa 1986 and was previously used as a gasoline retail service station until it was decommissioned in 1996. All gas station islands, pumps, tanks and canopies were removed and the building converted to commercial space. Aesthetic upgrades, such as paint, lighting and flooring were completed. New wood flooring was installed over original vinyl floor tiles within the front room.

### **1.1 Suspected Asbestos-Containing Materials**

Accessible areas of the packing room, front room, northwest office, break room, locker room, back west bathroom, front bathroom, and back west room were inspected and representative samples of suspect asbestos-containing building materials were collected for laboratory analysis. Inspection holes were created in enclosed wall cavities, where possible, to determine the presence and extent of potential ACM (e.g. vermiculite insulation).

A total of nineteen (19) samples were collected and submitted for asbestos analyses. Refer to Figures 2 to 5 for sample specific photographs. Refer to the appendices of this report for the Sampling Methodology utilized during this investigation.



## 1.2 Lead-Containing Paints (LCP)

Based on the age of the building, it is unlikely that lead based paint was used on site. Lead based paints were banned in 1978.

## 1.3 Mercury

One (1) mercury thermostat was observed. It is assumed that all other thermostats throughout the building are mercury containing. Suspect mercury bulbs are present in this building.

## 1.4 Polychlorinated Biphenyls (PCB)

Prior to disposal of fluorescent light fixtures, all fixtures should be inspected for PCB labels. PCB labels are typically on the backside of the ballast housing and should be investigated during removal to allow for the safe disposal of these materials.

## 1.5 Ozone-Depleting Substances (ODS)

One fridge unit was identified in the break room.

## 1.6 Radioactive Materials

Ionization smoke detectors were identified throughout the building.

## 2.0 RESULTS

### 2.1 Asbestos-Containing Materials

A summary of all identified asbestos-containing materials is provided below. Refer to the laboratory analytical data appended to this report for detailed layer analysis.

**Table 1 – Asbestos-Containing Materials**

Sample #	Location	Description, Colour	Asbestos Content
S18	Back West room	VFT, cream	<b>1-5% Chrysotile</b>

VFT – Vinyl Floor Tile



### **3.0 CONCLUSIONS AND RECOMMENDATIONS**

Of the nineteen (19) samples collected, one (1) sample was found to be asbestos-containing (vinyl floor tile from the back West room). It can be assumed that all similar materials throughout the building are asbestos-containing.

All ACM must be removed by a qualified asbestos abatement contractor prior to demolition unless other procedures have been approved by WorkSafeBC. Appropriate site-specific work procedures, risk assessment and ECP, as defined by the WorkSafeBC Occupational Health and Safety Regulation, must be adhered to during abatement of asbestos materials. Refer to the Regulatory Framework appended to this report for additional information.

Non-asbestos drywall/gypsum is banned from BC landfills because, when mixed with water, it forms a hazardous gas. However, it is a recyclable product and should therefore not be mixed with other garbage or left attached to other demolition waste. Non-asbestos drywall must be disposed of separately and at a qualified recycling centre. Drywall was viewed behind the plaster walls throughout.

No gaskets on mechanical systems were accessible for sampling without disassembling mechanical systems. Based on the age of the building (1986) it is most likely that these materials are non-asbestos. Gaskets were viewed on the boiler, and basement piping and may also be present in pot lights.

#### **3.3 Other Hazardous Building Materials**

The mercury contained within the thermostat is classified as a special waste material and defined by WorkSafe BC as a high hazard substance. Therefore, it must be disposed of in accordance with WorkSafe BC, BC Ministry of Environment, TDG and all other applicable regulations and guidelines.

Suspect fluorescent light fixtures should be inspected, and classified for PCB-containing ballasts prior to disposal.

Suspect ODS should be removed from equipment and disposed of by a certified technician.

All radioactive materials should be verified and be handled, stored, and disposed of in accordance with the requirements of the BC OHSR, the HWR and the *Nuclear Safety and Control Act*. According to the *Canadian Nuclear Safety Commission*, there is no limit on the total number of household smoke detectors that can be disposed of at one time and can be disposed of in the municipal household garbage but not in the recycling or composting waste.



As stated in section 20.112 of the WorkSafe BC OHS guidelines, if hazardous materials are discovered during the demolition work that were not identified in the inspection, all work is to cease until such materials are contained or removed. If any suspect hazardous materials are discovered during the demolition, Ambleside recommends identification and collection for analysis by a qualified professional prior to disturbance.

#### **4.0 PROFESSIONAL QUALIFICATIONS**

This document has been prepared by a Qualified Professional (QP) in general accordance with the requirements of the Environmental Management Act and WorkSafeBC regulations, guidelines, standards and practices. The persons signing this report have the educational background, professional designation and demonstrated experience in investigation, identification and remediation of hazardous materials and are familiar with the investigations carried out at the Site.

For further information or clarification regarding the findings herein, please do not hesitate to contact the undersigned at 604-281-3993.

Sincerely,

**AMBLESIDE ENVIRONMENTAL LTD.**

Per:

Lisa Wilkinson, P. Eng.  
*Environmental Engineer*

Attachments:   Disclaimer  
                          Sampling Methodology  
                          Regulatory Framework  
                          Figures  
                          Certified Analytical Results

## Disclaimer

Subject to the following conditions and limitations, the investigation described in this report has been conducted in a manner consistent with a reasonable level of care and skill normally exercised by members of the environmental consulting (occupational health and safety) profession currently practicing under similar conditions in the area.

The investigation described in this report has relied upon information provided by third parties concerning the history of the subject site, and on test results and analyses provided by independent laboratories and testing services. Except as stated in this report, we have not made an independent verification of such historical information or test results and analyses.

The investigation described in this report has been made in the context of existing government and WorkSafe BC regulations generally promulgated at the date of this report. The investigation did not take account of any government or WorkSafe BC regulations not in effect or not generally promulgated at the date of this report. The report is not intended for submission to the BCMOE or its agents.

The taking of samples at the site was consistent with the scope of work agreed-upon with the Client, the agreed-upon budget for the investigation, and the information obtained concerning prior site use. As conditions between samples may vary, the potential remains for the presence of unknown or additional hazardous building materials for which there were no known indicators. If hazardous materials are encountered during future site works, a qualified professional should be retained to assess conditions.

This report makes no representation of fact or opinion of any nature whatsoever to any person or entity other than the company, organization or individual to whom this report is addressed. Any use which a third party makes of this Report, or any reliance on or decision made based on it, are the responsibility of such third parties. Ambleside accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on this Report.

This report is not intended to represent a legal opinion regarding compliance with applicable laws.

The liability of this report is limited to the amount of professional fees related to this project for this work.

Acceptance of this report confirms acceptance of the terms set forth in this Disclaimer.



## **SAMPLING METHODOLOGY**



Suspect asbestos and lead-containing materials (as defined in Part 6 of the BC OHSR) were collected by Ambleside's technical staff and sent to independent laboratories for analyses to determine content. Professional judgment of a qualified person was used to determine the number and locations of bulk samples. Generally, sample collection methodology included the following:

- Use of appropriate moderate-risk activity precautions and work area preparations;
- The building materials were sprayed with a light water and detergent solution mist prior to sampling to minimize the release of dust and fibres during sampling;
- Minimal disturbance to the sampling area;
- Wet wipes were used for any visible material that may have fallen or become dislodged during sample collection;
- Waste materials (including wipes) were placed in a designated asbestos waste bag;
- A representative sample was collected by penetrating the entire depth of the materials;
- Samples were collected according to a material's homogeneity (i.e. plaster) and in accordance to good occupational hygiene sampling practices;
- Samples were placed in a sealable, impervious container and labeled accordingly for laboratory analyses;
- Where regulated, exposed surfaces were sealed after the samples collected; and
- Tools were wiped between sample collections and after completing all sample collections.

Suspect asbestos-containing materials (ACM) were collected by Ambleside and analyzed by Asbestos Analytical Services Ltd. (AASL). Sample analysis was conducted with the EPA 600/R-93 and/or NIOSH 9002 analytical method. The estimated limit of detection is <0.5%.

Suspect lead-containing paint sample analysis was conducted with methods modified from NIOSH 7105 and EPA 6010 C.



## REGULATORY FRAMEWORK



In the Province of BC, the management of hazardous materials falls under the jurisdiction of WorkSafeBC. Construction, excavation and demolition activities are regulated under Part 20 of the BC OHSR. Specifically, Section 20.112 of the BC OHSR outlines the requirements relating to hazardous materials during these activities.

Hazardous building materials are regulated by the *Hazardous Waste Regulation* (HWR) under the *Environmental Management Act* and provides guidance for the proper handling, storage, transportation, treatment, recycling and disposal of hazardous wastes. Transportation of hazardous waste is regulated by both the MOE and the Federal *Transportation of Dangerous Goods (TDG) Act*. Other notable Provincial legislation, regulations and guidelines include the *Health Act*, *Integrated Pest Management Act* and *Workers Compensation Act*.

### **Asbestos-Containing Materials**

The BC OHSR defines ACM as a manufactured article or other material, other than vermiculite insulation, that would be determined to contain at least 0.5% asbestos if tested in accordance with an approved laboratory analysis method as identified in Section 6.1 of the BC OHSR. ACM are regulated under Part 6 (Sections 6.1 to 6.32) of the BC OHSR and guideline documents (G6.1 – G6.32 and G20.112) provide additional information.

### **Lead-Containing Materials (LCM)**

Lead is regulated under Part 6 (Sections 6.59 to 6.69) of the BC OHSR to which Sections 6.60 to 6.69 apply to any workplace where a worker is or may be exposed to potentially hazardous levels of organic lead. Lead concentrations as low as 90 mg/kg may present a risk to pregnant women and children therefore any risk assessment should include the presence of high risk individuals within the workplace. Information from the U.S. Occupational Safety and Health Administration (OSHA) suggests that the improper removal of lead paint containing 600 mg/kg of lead results in airborne lead concentrations that exceed half of the exposure limit of 0.05 mg per cubic metre of air. This would trigger the requirement for an exposure control plan (ECP) meeting the requirements of Section 5.54 and safe work procedures.

Typically, loose and flaking paint is removed from a structure and representative toxicity characteristic leaching procedure (TCLP) testing and/or synthetic precipitation leaching procedure (SPLP) is conducted to determine if materials with lead are classified as hazardous waste.

### **Other Hazardous Building Materials**

Other substance specific regulatory requirements are presented in Part 6 of the BC OHSR. Part 5 of the BC OHSR should be reviewed prior to handling of hazardous substances. The Recycling Council of British Columbia provides a hotline service that supplies information on waste recycling and disposal throughout the entire province.



### **Mercury**

Mercury-containing equipment should be handled in accordance with regulations stated above and the recommendations of the Ministry of Environment, the Ministry of Health and according to *Products Containing Mercury Regulations (SOR/2014-254)* under the *Canadian Environmental Protection Act (1999)*.

### **Polychlorinated Biphenyls (PCB)**

*PCB Regulations (SOR/2008-273)* under the *Canadian Environmental Protection Act (1999)* provides prohibitions, permitted activities and requirements for the storage, labelling, reporting and recording of PCB and equipment containing PCB.

### **Ozone-Depleting Substances (ODS)**

The provincial regulatory framework in BC is outlined in the *Ozone Depleting Substances and Other Halocarbons, B.C. Reg. 387/99*. Federally, The Montreal Protocol (*Ozone-depleting Substances Regulations, 1998 (SOR/99-7)*) is a legally binding agreement under which Parties must phase-out the production and consumption (production + import - export) of a wide range of chemicals known to contribute to the ozone depletion.

### **Radioactive Materials**

The HWR makes note that radioactive materials are always regulated by the Nuclear Safety and Control Act. Schedule 3 of the HWR prohibits disposal of radioactive wastes in a secure landfill or in a long-term storage facility. Federal Nuclear Substances and Radiation Devices Regulation (SOR/2000-207) provide guidance for the safe handling, storage, and disposal of equipment containing radioactive materials under the Nuclear Safety and Control Act. Part 6 of this Regulation provides exemptions from licence requirement for smoke detectors meeting exemption criteria.

In the workplace, radioactive materials are specifically regulated under Part 7 – Ionizing Radiation (Section 7.17 to 7.25) of the BC OHSR. These regulations provide guidance for the safe handling, storage, and disposal of such materials.

## ASBESTOS ANALYSIS REPORT

Project Location: 2894 East Broadway, Vancouver, BC

Reference #s: 16-053.06

Number of Samples: 19

AASL Report #: **B01843**

Analyst: Gabrielle Sutton

Report Date: 2JUN2017

Method: NIOSH Method 9002

# B01843	Sample	Sub-Sample	Sample Description / Location	Results	ASB
1.1	S1	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, North, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
1.2	S1	Layer 2 - white, thin	Drywall Joint Compound, Wall, North, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
1.3	S1	Layer 3 - thin light brown (paint)	Drywall Joint Compound, Wall, North, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
1.4	S1	Layer 4 - creamy-white	Drywall Joint Compound, Wall, North, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
1.5	S1	Layer 5 - cream & pale green fibrous	Drywall Joint Compound, Wall, North, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
2.1	S2	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.2	S2	Layer 2 - white	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
2.3	S2	Layer 3 - cream fibrous	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
3.1	S3	Layer 1 - white	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
3.2	S3	Layer 2 - thin light brown (paint)	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
3.3	S3	Layer 3 - white	Drywall Joint Compound, Wall, South, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
4.1	S4	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, North, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
4.2	S4	Layer 2 - white	Drywall Joint Compound, Wall, North, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
5.1	S5	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, North East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
5.2	S5	Layer 2 - white	Drywall Joint Compound, Wall, North East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
5.3	S5	Layer 3 - weave strands	Drywall Joint Compound, Wall, North East, Front Room	Asbestos Fibres Not Detected 70 - 90 % Fibrous Glass > 15 % Non-Fibrous	—



# Asbestos Analytical Services Ltd.

# B01843	Sample	Sub-Sample	Sample Description / Location	Results	ASB
6.1	S6	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, West, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
6.2	S6	Layer 2 - white	Drywall Joint Compound, Wall, West, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
6.3	S6	Layer 3 - weave	Drywall Joint Compound, Wall, West, Front Room	Asbestos Fibres Not Detected 30 - 50 % Fibrous Glass 10 - 30 % Synthetic Fibres > 20 % Non-Fibrous	—
6.4	S6	Layer 4 - beige fibrous	Drywall Joint Compound, Wall, West, Front Room	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
7.1	S7	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
7.2	S7	Layer 2 - white, thin	Drywall Joint Compound, Wall, East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
7.3	S7	Layer 3 - thin light brown (paint)	Drywall Joint Compound, Wall, East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
7.4	S7	Layer 4 - white	Drywall Joint Compound, Wall, East, Front Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
8.1	S8	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, East, North West Office	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
8.2	S8	Layer 2 - white	Drywall Joint Compound, Wall, East, North West Office	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
8.3	S8	Layer 3 - beige fibrous	Drywall Joint Compound, Wall, East, North West Office	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
9.1	S9	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
9.2	S9	Layer 2 - white, thin	Drywall Joint Compound, Wall, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
9.3	S9	Layer 3 - beige fibrous	Drywall Joint Compound, Wall, Packing Room	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
10 **	S10	Single Phase - thin black / white (paint) / light beige fibrous	Ceiling Tile, Ceiling, Packing Room	Asbestos Fibres Not Detected 10 - 30 % Fibrous Glass 10 - 30 % Cellulose Fibres > 40 % Non-Fibrous	—
11 **	S11	Single Phase - thin black / white (paint) / light beige fibrous	Ceiling Tile, Ceiling, Break Room	Asbestos Fibres Not Detected 10 - 30 % Fibrous Glass 10 - 30 % Cellulose Fibres > 40 % Non-Fibrous	—



# B01843	Sample	Sub-Sample	Sample Description / Location	Results	ASB
12.1	S12	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, Locker Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
12.2	S12	Layer 2 - white	Drywall Joint Compound, Wall, Locker Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
12.3	S12	Layer 3 - cream & pale green fibrous	Drywall Joint Compound, Wall, Locker Room	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
13.1	S13	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, South, North West Office	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
13.2	S13	Layer 2 - white	Drywall Joint Compound, Wall, South, North West Office	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
13.3	S13	Layer 3 - cream fibrous	Drywall Joint Compound, Wall, South, North West Office	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
14.1	S14	Layer 1 - thin light brown (paint)	Drywall Joint Compound, Wall, Back West Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
14.2	S14	Layer 2 - white	Drywall Joint Compound, Wall, Back West Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
14.3	S14	Layer 3 - cream fibrous	Drywall Joint Compound, Wall, Back West Bathroom	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	—
15 **	S15	Single Phase - thin white (paint) / light beige fibrous	Ceiling Tile, Ceiling, Front Bathroom	Asbestos Fibres Not Detected 10 - 30 % Fibrous Glass 10 - 30 % Cellulose Fibres > 40 % Non-Fibrous	—
16.1	S16	Layer 1 - thin brown (paint)	Drywall Joint Compound, Wall, Front Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
16.2	S16	Layer 2 - white, thin	Drywall Joint Compound, Wall, Front Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
16.3	S16	Layer 3 - thin light brown (paint)	Drywall Joint Compound, Wall, Front Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
16.4	S16	Layer 4 - white	Drywall Joint Compound, Wall, Front Bathroom	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
17.1	S17	Layer 1 - thin light brown / white / light brown (paint)	Drywall Joint Compound, Wall, Back West Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
17.2	S17	Layer 2 - white	Drywall Joint Compound, Wall, Back West Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—
18.1 **	S18	Layer 1 - cream tile	Vinyl Tile Flooring, Floor, Back West Room	1 - 5 % Chrysotile Asbestos > 95 % Non-Fibrous	T
18.2	S18	Layer 2 - orange mastic	Vinyl Tile Flooring, Floor, Back West Room	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	—



## Asbestos Analytical Services Ltd.

# B01843	Sample	Sub-Sample	Sample Description / Location	Results	ASB
19 *	S19	Single Phase – grey, hard	Floor Skim Coat, Floor, Back West Room	Asbestos Fibres Not Detected 90 – 100 % Non-Fibrous	—

### Comments

Samples analyzed in accordance with NIOSH Laboratory Method 9002

American Industrial Hygiene Association (AIHA) BAPAT Program Laboratory Number 204301

Estimated Limit of Detection is <0.5 %

ASB = Asbestos present/absent in material

T = Asbestos Present

AASL Asbestos Analytical Services Ltd. will not accept any responsibility as to the manner of interpretation or application of these results.

\* Sample preparation included grinding process.

\*\* Sample preparation included ashing process.

Analyst: Original Signed By

Gabrielle Sutton, B.A.

Date: June 2, 2017

Original Signed By

Reviewed By: Gabrielle Sutton, B.A.

July 5, 2017

1009513 B.C. Ltd.  
Burnaby, BC V5C 6P6  
Via email: Mr. Mayur Kothary [mayur@decorus.ca](mailto:mayur@decorus.ca)

**Re: Clearance Letter for Hazardous Building Materials Abatement Report  
2537 Renfrew Street, Vancouver BP 2017-02926**

Ambleside Environmental Ltd. (Ambleside) was retained as a Qualified Professional (QP) for Hazardous Materials Pre-Demolition consulting services at 2537 Renfrew Street, Vancouver, BC (BP 2017-02926). The scope of work included a Hazardous Materials inspection report, coordination and supervision of abatement process, and a final post abatement inspection.

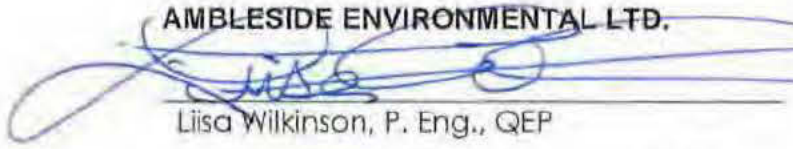
On July 2<sup>nd</sup> and 3<sup>rd</sup>, 2017 Latino's Demolition and Asbestos Removal completed removal of all hazardous materials identified within the Ambleside inspection report. The abatement project was completed as per WCB regulatory requirements under Notice of Project (NOP) E748409. **Ambleside completed a final inspection of the abatement project on July 4<sup>th</sup>, 2017 and confirmed that all materials had been removed and disposed of properly at the site.** A copy of the removal letter and WCB NOP is attached to this letter. No other hazardous materials were identified at the site and the building is ready to for demolition.

Ambleside carries \$2,000,000 Comprehensive General Liability and \$2,000,000 Professional Errors and Omissions Environmental Consulting Liability insurance coverage for this type of environmental engineering and consulting work.

We trust this clearance letter meets your expectations. If you have concerns/questions regarding any of the details presented herein, please do not hesitate to contact the undersigned at 604-281-3993.

Sincerely,

**AMBLESIDE ENVIRONMENTAL LTD.**

  
Lisa Wilkinson, P. Eng., QEP

July 5/17  
23036

Encl. (2) Latino's Demolition and Asbestos Abatement removal report, WCB NOP  
City of Vancouver Qualified Professional Declaration for Salvage and Abatement

# LATINO'S DEMOLITION & ASBESTOS REMOVAL

July 3, 2017

For: Mayur Kothary & Manjit Bhatti.

From: Latinos Demolition & Asbestos Removal

Work Site Location: 2894 E. Broadway, Vancouver B.C. (currently 2537 Renfrew St.)

## \*\*\*\*\*CONFIRMATION OF ASBESTOS REMEDIATION\*\*\*\*\*

Dear Sir,

Based on the hazardous building products survey by **Ambleside Environmental**. On June 12, 2017 at the above referenced property, Latino's Demolition & Asbestos Removal was contracted by the owner to remove the following:

- Vinyl Tile located in the loading area  
Approximately: 300 Sqft

Ambleside Project No: 16-053.06.

Latino's Demolition confirms that the **specified asbestos-containing materials** were properly remediated performing under the NOPA: **E748409** from July 2, 2017 to July 3, 2017. The abatement was conducted in accordance with regulatory requirements (both Occupational Health and Safety Regulation and Ministry of Environment requirements).

**Latino's Demolition is not responsible for any asbestos containing materials or other hazardous material that may be on location that were not specified in the survey or found during actual demolition of the house/building. Latino's Demolition and Asbestos Removal only remediated the specified asbestos containing material.**

If you have any questions or comments, please call: (778)-928-9536

Sincerely,



Oscar Romero, Tech. Eng. AHERA  
Latino's Demolition & Asbestos Removal  
Manager 12712-113A Ave. Surrey, B.C.  
demo\_ley@hotmail.com  
(778) 928 9536



WORKING TO MAKE A DIFFERENCE

## Notice of Project

NOP Confirmation number: **E748409**

### Owner Information

Account #:   
Name: **Mayur Kothary & Manjit Bhatti**   
Country: **Canada**   
Address: **#300-410 Carleton Avenue,**   
  
City: **Burnaby**   
Province: **British Columbia**   
Postal code:

### Prime contractor or employer information

Account #:   
Name:   
Country: **Canada**   
Address:   
  
City:   
Province: **British Columbia**   
Postal code:

### Person in charge of project

Name: **Oscar Romero**   
Job title: **Manager**   
Email:   
Phone number: **(778) 928-9536** Ext:

### Person completing this form

Name: **Oscar Romero**   
Email:   
Phone number: **(778) 928-9536** Ext:

Has a prime contractor agreed in writing with the owner to be the prime contractor?

### Required documents and additional information to be submitted

Additional documents:   
Delivery method:   
Sent date:

NOP Confirmation number: **E748409**

### Asbestos, Lead or Other Similar Exposure Work Activity

*Asbestos, lead or other similar exposure work activity (CHAS Regulation 20.2.4) is listed in Table 1 of the CHAS Regulation 20.2.4*

### Employer responsible for the work involving asbestos, lead or other similar exposure work activity

Account #: **837161**   
Name: **Latino's Demolition & Asbestos Removal**   
Country: **Canada**   
Address: **10315 128A Street,**   
  
City: **Surrey**   
Province: **British Columbia**   
Postal code:

### Consulting firms

Name(s):

### Required documents and additional information to be submitted for a project involving asbestos, lead or other similar exposure work activity

Attachments: **Yes**   
Delivery method: **E-Mail**   
Sent date: **2017/06/29**

### Planned activity for a building or structure that contains asbestos materials or where asbestos-containing material has been processed, manufactured or stored

Demolition: **Yes**   
Repair:   
Renovation or alteration:   
Encapsulation:

### Hours of work

Hours of work from: **08:00**   
Hours of work to: **16:00**

Number of workers per shift   
Total: **3**

### Activity type involving asbestos-containing material

Removal: **Yes**   
Enclosure: **Yes**   
Encapsulation: **Yes**

### Asbestos Work Activity Level

Risk level is: **Moderate**

Lead project information (required only when completing a lead project)

Lead abatement:

Significant disturbance of lead-containing materials:

Other similar exposure work activity with significant risk of occupational disease from biological or chemical agent, or ionizing radiation

Other significant risk of occupational disease:

Other significant risk of occupational disease explanation:

NOP Confirmation number: **E748409**

**Project site locations**

Site Location	Start date	Project city	Duration	Unit	Project site location
1	2017/07/02	Vancouver	2	Days	2894 E Broadway, Vancouver B.C

Please note that if the information on the NOP significantly changes, the new information must be submitted to WorkSafeBC, as soon as possible and posted at the project site.

To send required documents, additional information or changes to the NOP information to WorkSafeBC, along with your NOP confirmation number E748409 and a brief project site description:

**Email:** [provenop@WorkSafeBC.com](mailto:provenop@WorkSafeBC.com)  
(If your attachments are over 10 MB, send multiple emails or email as a .zip file with extension)

**Fax:** 604.276.3247

**Mailing address:** WorkSafeBC, Prevention Division  
PO Box 5350 Stn Terminal, Vancouver BC V6B 5L5

**Questions?**

If you have any questions or issues with the NOP form, please contact Prevention Support Services at:

**Telephone:** 604.276.3100 in the Lower Mainland, or 1.888.621.7233 Toll Free in BC

**Email:** [provenop@WorkSafeBC.com](mailto:provenop@WorkSafeBC.com)

# MOVEMENT DOCUMENT / MANIFEST DOCUMENT DE MOUVEMENT / MANIFESTE

This Movement document/manifest conforms to all federal and provincial environmental legislation.  
Ce document de mouvement/manifeste est conforme aux législations fédérale et provinciale sur l'environnement.

LATINO 2025/55251

BP31746-0

Movement Document / Manifest Reference No.  
N° de référence du document de mouvement/manifeste

<b>A Generator / consigneur</b> <b>Producteur / expéditeur</b> Registration No. / Provincial ID No. N° d'immatriculation - d'id. provincial		<b>B Carrier</b> <b>Transporteur</b> Registration No. / Provincial ID No. N° d'immatriculation - d'id. provincial <b>LT1088</b>		<b>C Receiver / consignee</b> <b>Réceptionnaire / destinataire</b> Registration No. / Provincial ID No. N° d'immatriculation - d'id. provincial	
Company name / Nom de l'entreprise <b>LATINO DEMOLITION</b>		Company name / Nom de l'entreprise <b>Annacis Waste Disposal Corp.</b>		Receiver / consignee information same as in Part A Les renseignements du réceptionnaire / destinataire sont les mêmes qu'à la Partie A <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No, complete the box below / Non, remplir la case ci-dessous	
Mailing address / Adresse postale <b>11917 98 AVENUE SURREY, BC</b>		Mailing address / Adresse postale <b># 446 - 7184 120th Surrey, BC V3W0M6</b>		City / Ville <b>Surrey</b>	
E-mail / Courriel électronique <b>demo-ley@hotmail.com</b>		E-mail / Courriel électronique <b>info@annaciswaste.com (604) 594-7848</b>		Tel. No. / N° de tél. <b>718 989 536</b>	
Shipping site address / Adresse du lieu de l'expédition <b>SEE MULTIPLE CONSIGNOR FORM 3 ATTACHED</b>		Vehicle / Véhicule Trailer - Rail car No. 1 1 <sup>re</sup> remorque - wagon		Registration No. / N° d'immatriculation <b>RS-108600</b>	
Intended Receiver / consignee Réceptionnaire / destinataire prévu <b>Vancouver Landfill</b>		Port of entry Point d'entrée <b>RS-108600</b>		Carrier Certification: I certify that I have received waste or recyclable material from the generator / consigneur for delivery to the receiver / consignee as set out in Part A and that the information contained in Part B is complete and correct. Attestation du transporteur: J'atteste avoir reçu les déchets ou matériaux recyclables du producteur / expéditeur en vue de leur livraison au réceptionnaire / destinataire, tels qu'ils figurent à la partie A et que les renseignements inscrits à la partie B sont exacts et complets.	
Mailing address / Adresse postale <b>453 W 12th Ave Vancouver, BC V5Y 1V4</b>		Name of authorized person (print) Nom de l'agent autorisé (caractères d'imprimerie) <b>ASPER</b>		Tel. No. / N° de tél. <b>604 594 7848</b>	
E-mail / Courriel électronique <b>Scale 604 940 3213 / Main 604.323.7737</b>		Year / Année <b>2025</b>		Month / Mois <b>07</b>	
Receiving site address / Adresse du lieu de destination <b>5400 72nd Avenue</b>		Day / Jour <b>10</b>		Signature <b>OSCAR ROMERO</b>	
City / Ville <b>Delta, BC V4S 3N3</b>		Signature <b>OSCAR ROMERO</b>		Date received / Date de réception Year / Année <b>2025</b>	
Province <b>BC</b>		Postal code / Code postal <b>V4S 3N3</b>		Month / Mois <b>07</b>	
Postal code / Code postal <b>V4S 3N3</b>		Day / Jour <b>10</b>		Time / Heure <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
Shipping name Appellation réglementaire <b>UN2590 ASBESTOS CHRYSOTILE</b>		Class / Classe Sub. class(es) <b>9</b>		UN No. <b>UN 2590</b>	
Packing / rel. gr. Gr. d'emballage <b>III</b>		Quantity shipped Quantité expédiée <b>7000</b>		Units L or / ou Kg <b>Kg</b>	
Packaging / Contents Codes <b>01 06 S</b>		Phys. state État phys. <b>S</b>		Comments Commentaires <b>(estimated)</b>	
IN CASE OF AN EMERGENCY CALL CANUTEC'S 24HR #613-696-6666		National code in country of / Code du pays <b>Canada</b>		Customs code(s) Code(s) de douanes <b>01 06 S</b>	
Notice No. N° de notification <b>11</b>		Notice Line No. N° de ligne (n° de la notification) <b>12</b>		Shipment Envoi <b>13</b>	
D or R code Code D ou R <b>14</b>		C code Code C <b>15</b>		Basis Annex VIII or Annexe VIII de la Code OCDE <b>16</b>	
H code Code H <b>17</b>		Y code Code Y <b>18</b>		Export Exportation <b>19</b>	
Import Importation <b>20</b>		National code in country of / Code du pays <b>Canada</b>		Customs code(s) Code(s) de douanes <b>01 06 S</b>	
International use only		Handling code "Other" (specify) S code de manutention « autre » (spécifier) <b>21</b>		Receiver / consignee certification: I certify that the information contained in Part C is correct and complete / Attestation du réceptionnaire / destinataire: J'atteste que tous les renseignements à la partie C sont exacts et complets.	
Signature <b>OSCAR ROMERO</b>		Tel. No. / N° de tél. <b>718 928 9536</b>		Date shipped / Date d'expédition Year / Année <b>2025</b>	
Month / Mois <b>07</b>		Day / Jour <b>10</b>		Time / Heure <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
Scheduled arrival date / Date d'arrivée prévue Year / Année <b>2025</b>		Month / Mois <b>07</b>		Day / Jour <b>10</b>	

Instructions on reverse  
Instructions au verso



Ministry of  
Environment

# Manifest Supplement - Multiple Consignors, Form 3

Under the authority of the Hazardous Waste Regulation, Section 47

## INSTRUCTIONS:

The Generator/Consignor must complete the consignor information and certify by signing the row that pertains to him/her.

The Carrier must:

(a) complete the waste information, the carrier information portion and the cumulative totals;

(b) keep this form with the Manifest; and

(c) when the shipment has been completed:

- Attach Copy A to Copy 1 of Manifest and mail to the appropriate authority in the jurisdiction where Consignor is located

- Attach Copy B to Copy 2 of Manifest and retain

- Attach Copy C to Copy 5 of Manifest and deliver to Consignee

LATINO

2025/55251

## COLLECTION POINT INFORMATION:

UN No.	Shipping Name of Waste	TDG Class/subclass	Packing Group	Reference	
UN2590	ASBESTOS CHRYSOTILE	9	III	Manifest No	BP31746-0

Generator/Consignor Certification: I certify the information contained in Part A of the manifest and above is correct and complete. I hereby declare that the contents of this consignment are fully and accurately described in Part A of the manifest and above by the proper shipping name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. NOTE: Certification signature located in Consignor's signature column below.

Consignor	Address	City	Postal Code	Telephone	Consignor ID #	Consignor's Signature	Quantity kg or L	Cumulative Total, kg or L
1 MAYUR KOTHARY	2894 E BROADWAY	VANCOUVER	V5M 1Z1		<1000Kg	AS PER OSCAR	300Kg	300Kg
2 SHERI CHAN	3194 CHARLES ST	VANCOUVER	V5K 3B8		<1000Kg	AS PER OSCAR	450Kg	750Kg
3								
4								
5								
6								
7								
8								
9								
10								
TOTAL:								

## CARRIER INFORMATION:

Carrier's Name:	ANNACIS WASTE DISPOSAL CORP	Vehicle Licence Plate No.:		Date: (YY/MM/DD)	17/07/10
Driver's Name:		Driver's Signature:			



# CITY OF VANCOUVER



DATE ISSUED <b>APRIL 29, 1996</b>		PERMIT TYPE <b>FIRE PREVENTION DIVISION PERMIT</b>				PERMIT NUMBER <b>P FI 400095</b>	
LEGAL DESCRIPTION <b>LOT E BLK 2 DL THSL SEC35 S HLF PLAN 20664</b>					ADDRESS <b>2894 E BROADWAY</b>		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS		
APPLICATION DATE <b>APR 29, 1996</b>	PURPOSE <b>REMOVAL</b>	PROJECT VALUE	ASSESSED VALUE	PLANS	METRIC <b>NO</b>	PLACE NAME	
TEMPORARY PERMIT DATES		TEMPORARY USE DATES				SUBTYPE	
APPLICANT <b>CONTRACTOR HARVEY RADTKE DBA/ DARWEST OIL SERVICE LTD. 10020 ODLIN ROAD RICHMOND B BC V0X 1E2</b>					CONTACT 2 <b>PROPERTY OWNER PETRO CANADA VANCOUVER BC</b>		CONTACT 3
TEL 276-2771 FAX	BUS.LICENSE 19904 CERTIFICATE	TEL 257-2615 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		
PURSUANT TO THE FIRE BY-LAW, THE FOLLOWING WORK IS HEREBY AUTHORIZED:  <b>removal of 3 - gasoline tanks, capacity 1- 23,000 litres 2- 37,000 litres.</b>							
PERMIT CONDITIONS AND NOTES: 001 THE WORK UNDER THIS PERMIT IS AUTHORIZED PURSUANT TO THE FIRE BY-LAW. 010 Clearance is required from the Environmental Protection Branch. 025 If the work cannot be completed in the same day, the owner must follow the requirements of Section 8.2 of the Vancouver Building By-law for Protection of the Public and Fire Safety on fencing off construction sites. 030 The tanks, together with connected piping and dispensing equipment, shall have all and combustible or flammable liquids removed. The tanks and piping must be removed from the ground and purged of vapours. The pipe ends must be permanently sealed by capping or plugging. 040 Tank removal must comply with Section 4.10 of the Vancouver Fire By-law. 990 written verification from contractor to inspector required.							
APPROVALS REQUIRED BEFORE PERMIT IS COMPLETED INCLUDE : FIRE INSPECTION							
PROCESSED BY: APPLICATION TAKEN BY D KISIL. PERMIT AUTHORIZED BY J MILLER PERMIT ISSUED BY D KISIL.							
COMMENTS :							
FEE		AMOUNT		FEE		AMOUNT	
650 FIRE BY-LAW FEE		100.00					
				DEPARTMENT		PL-DATA RESOURCE	
				ATTENTION		CENTRAL PPTY FILE	
				REASON		CENTRAL PROPERTY FILE	
				SIGNED BY		HARVEY RADTKE DBA/	
				DATE		SEE PERMIT	
INVOICE : 085520				TOTAL		\$100.00	






Home Main Search PC Building **Permits** Addresses Insp Sch AMANDA Mechanical Tracking More Systems ▶

Permit  Street number  To  Street name

General Information

Permit	FI400095	Type	FI - FIRE
Permit address	2894 E BROADWAY	Status	COMPLETE
Specific address		Opened	29 Apr 1996
Place name		Issued	29 Apr 1996
Addressing data			
Coordinate	650 - 277 - 98 - 0000		
Legal Description	LOT E BLK 2 DL THSL SEC35 S HLF PLAN 20664		
Project value	\$0.00	Purpose to	610 - REMOVAL
Assessed value	\$0.00	Subtype	-
Temporary bldg		to	
Temporary use		to	
Complexity	-	Sets of plans	0
Signature on	PER - PERMIT	Metric?	

Address Activities

Review/Inspection activity group	District	Department/branch responsible	Current status	Date open	Date complete
 EN - ENFORCEMENT		COMMUNITY SERV/P&D	10 - CLEARED	12 Feb 2015	01 Dec 2015
 48 - BY-LAW ADMIN REV		BY-LAW ADMIN	01 - OPEN	01 Jun 2004	
 60 - BUILDING INSPECTN	BI15	BUILDING INSP	01 - OPEN	15 Oct 2015	
 63 - PROP USE INSPECTN	PU26	PROPERTY USE INSP	01 - OPEN	14 Dec 2000	
 81 - ENV PROTECTN INSPN		ENV PROTECTION	01 - OPEN	08 Apr 1998	

Action Details

Date	Action by	Action	Action specifics	Reference
08 Apr 1998	S ROBINSON	060 - OPEN GROUP	-	-
28 Apr 1998	S ROBINSON	N44 - SITE PROFILE	07 - FILED - DOMINO	-
03 Jun 1998	H UYEYAMA	R90 - ACCEPTED	- RE:DE403150	-
03 Jun 1998	H UYEYAMA	991 - NOTE	-	-
24 Aug 1998	M GURNEY	N08 - SEWER	04 - REQUEST FOR INFO	-
24 Aug 1998	M GURNEY	R32 - FOLLOW-UP REQUIRED	- REQ EMERG SP SUMP	-
24 Aug 1998	M GURNEY	R32 - FOLLOW-UP REQUIRED	- HOLD OCC/BU409693	-
29 Sep 1998	H UYEYAMA	R62 - INFORMATION RECVD	-	-
29 Sep 1998	H UYEYAMA	993 - SEE INTERNAL NOTES	-	-
24 Nov 1998	M GURNEY	N08 - SEWER	01 - ROUTINE	-
24 Nov 1998	M GURNEY	R32 - FOLLOW-UP REQUIRED	- EMERG SP SUMP	-
24 Nov 1998	M GURNEY	R32 - FOLLOW-UP REQUIRED	- NOT READY	-
25 Nov 1998	M GURNEY	N08 - SEWER	05 - RE-CHECK	-
25 Nov 1998	M GURNEY	R90 - ACCEPTED	- EMERG SP SUMP OK	-
25 Nov 1998	M GURNEY	R90 - ACCEPTED	- OC#409264	-
06 May 1999	H UYEYAMA	N58 - COFC REC'D	07 - FILED - DOMINO	-
06 May 1999	H UYEYAMA	993 - SEE INTERNAL NOTES	-	-
19 Mar 2007	D ROBERTSON	N08 - SEWER	03 - REFERRAL	-
20 Apr 2007	D ROBERTSON	993 - SEE INTERNAL NOTES	-	-

## Note Topics

	Topic	Rows
<input checked="" type="checkbox"/>	109 COMMUNITY PLAN POLICY	1
<input checked="" type="checkbox"/>	130 DIAC / NOW ECO	1
<input checked="" type="checkbox"/>	170 ENQUIRY CTR OFFICER/ECO	10
<input checked="" type="checkbox"/>	190 ENVIRONMENTAL PROTECTION	2

## Note Numbers

☒ 001 Entered by: S ROBINSON On: 19980428 Updated by: On:

### Note

site profile forwarded to bc env

☒ 002 Entered by: H UYHEYAMA On: 19980603 Updated by: H UYHEYAMA On: 19990506

### Note

June 3/98:- Received a reply from the MOE in regards to the Site Profile that was forwarded to them from us. In the reply letter, Petro Canada has entered into agreement with MOE to undergo independent remediation for above reference site. DE has been approved. Hold Occupancy pending clearance by Environmental Protection Branch.

Sept 29/98:- Received a copy of a notification of Completion of Independent Remediation ( dated Sept 17/98 ) for above referenced site from the MOE. The site will be leased to Husky Oil for next 15 years. Remove hold on Occupancy Permit. Future rezoning/subdivision and or development for above site requires a Closure Report or a Certificate of Compliance.


May 6/99:- Received a copy of a Certificate of Compliance from the MOE for the above referenced site.

Address  to

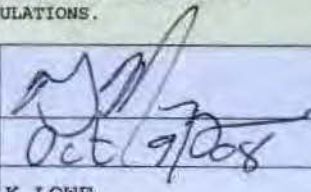
## Note Types

Note Type	Number of notes for this permit
 <b>09 - INTERNAL NOTES</b>	<b>1</b>

## Notes

Number	Title	Included?	List seq	Updated By	Date Updated
 081	ENV PROTECTION INSPECTION		081	D ROBERTSON	20 Apr 2007
June 2/98:-Received a reply from the MOE in regards to the Site Profile that was forwarded to them from us. In the reply letter, Petro Canada has entered into agreement with MOE to undergo independent Remediation for above reference site. DE has been approved. Hold Occupancy pending clearance by Environmental Protection Branch.(closure report)					
Sept 29/98:- Received a copy of a notification of Completion of Independent Remediation ( dated Sept 17/98 ) for above referenced site from the MOE. The site will be leased to Husky Oil for 15 years. Remove hold on Occupancy Permit.					
Rezoning / subdision or new development for above site will require a Closure Report or a Certificate of Compliance.					
May 6/99:- Received a copy of a Certificate of Compliance from the MOE for the above referenced site.					
March 19/07 EP rec'd a cal from Sewers regarding the Hasty Market/ Tempo gas station. A storm line runs in lane on western edge pf property and Sewers felt Tempo may have hooked something else up to it as it had flow nearly all the time. Over the next 6 weeks investigation concluded that Tempo was not connected to it. Tempo told to clean three cb's and their emergency spill sump which was hidden under brush on Renfrew st side of property.					

# CITY OF VANCOUVER

DATE ISSUED <b>OCTOBER 09, 2008</b>		PERMIT TYPE <b>FIRE PREVENTION DIVISION PERMIT</b>				PERMIT NUMBER <b>P FI 406501</b>	
LEGAL DESCRIPTION <b>LT E BLK 2 PL 20664 DL THSL PLAN 20664 (CONT'D)</b>					ADDRESS <b>2894 E BROADWAY</b>		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS		
APPLICATION DATE <b>OCT 09, 2008</b>	PURPOSE <b>REMOVAL</b>	PROJECT VALUE	ASSESSED VALUE	PLANS	METRIC <b>NO</b>	PLACE NAME	
TEMPORARY PERMIT DATES		TEMPORARY USE DATES			SUBTYPE		
					CO-ORDINATE <b>650-277-98-0000</b>		
APPLICANT <b>CONTRACTOR BILL MORGAN HAZCO ENVIRONMENTAL SERVICES 160 13511 VULCAN WAY RICHMOND BC V6V 1K4</b>			CONTACT 2 <b>PROPERTY OWNER DENNO INTERNATIONAL 2894 E BROADWAY STREET VANCOUVER BC V5M 1Z1</b>			CONTACT 3	
TEL 604-231-0737	BUS.LICENSE 40414	TEL 604-716-0628	BUS.LICENSE	TEL	BUS.LICENSE		
TEL 604-214-7000	CERTIFICATE	FAX	CERTIFICATE	FAX	CERTIFICATE		
<p><b>PURSUANT TO THE FIRE BY-LAW, THE FOLLOWING WORK IS HEREBY AUTHORIZED:</b></p> <p><b>REMOVE 1 TANK ON SITE. CAPACITY 4,500 LITRES (1,000 GALLONS). SETBACK 25'. BOTTOM OF TANK 12'. TYPE OF LIQUID IS GASOLINE.</b></p>							
<p><b>PERMIT CONDITIONS AND NOTES:</b></p> <p>001 THE WORK UNDER THIS PERMIT IS AUTHORIZED PURSUANT TO THE FIRE BY-LAW.          010 For fuel dispensing site or known contamination site, clearance from Environmental Protection Branch.          025 If the work cannot be completed in the same day, the owner must follow the requirements of Section 8.2 of the Vancouver Building By-law for Protection of the Public and Fire Safety on fencing off construction sites.          030 For removal: the tanks, together with connected piping and dispensing equipment, shall have all combustible or flammable liquids removed. The tanks and piping must be removed from the ground and purged of vapours. The pipe ends must be permanently sealed by capping or plugging.          040 Tank removal must comply with subsection 4.10.3 of the Vancouver Fire By-law.          046 Written verification from applicant after work is completed to:          Attention: Customer Service Lieutenant, 201-456 W Broadway, Vancouver, B.C., V5Y 1R3          051 Phone the District Fire Inspector at 604-873-7595 for an inspection prior to backfilling. Please arrange for the inspection at least 24 hours in advance.</p>							
ITEM	SPECIFICS/REFERENCE	QTY/AMT	ITEM	SPECIFICS/REFERENCE	QTY/AMT		
2010 OIL TANK		1 GU					
<p>DOCUMENTS REQD BEFORE PERMIT IS COMPLETED INCLUDE : FIRE COMPLETION</p> <p>APPROVALS REQD BEFORE PERMIT IS COMPLETED INCLUDE : FIRE INSPECTION</p>							
<p>AS OWNER OR OWNERS' AGENT, I HAVE VERIFIED THAT THE INFORMATION CONTAINED WITHIN THIS DOCUMENT AND ASSOCIATED PLANS IS CORRECT, AND DESCRIBES A USE, A BUILDING OR A WORK WHICH COMPLIES WITH ALL RELEVANT BY-LAWS AND STATUTES. I ACKNOWLEDGE THAT RESPONSIBILITY FOR BY-LAW COMPLIANCE RESTS WITH THE OWNER AND THE OWNER'S EMPLOYEES, AGENTS AND CONTRACTORS. I WILL INDEMNIFY AND SAVE HARMLESS THE CITY OF VANCOUVER, ITS OFFICIALS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, LIABILITIES AND EXPENSES OF EVERY KIND, IN RESPECT OF ANYTHING DONE OR NOT DONE PURSUANT TO THIS APPLICATION OR FACT SHEET OR ENSUING PERMIT, INCLUDING NEGLIGENCE AND/OR THE FAILURE TO OBSERVE ALL BY-LAWS, ACTS OR REGULATIONS.</p>							
FEE	AMOUNT	FEE	AMOUNT	SIGNATURE	 <b>Oct 9/2008</b> <b>K. LOWE,</b> <b>FIRE CHIEF</b>		
657 TANK - OTHER	300.00			DATE			
				ISSUED BY			
				FOR THE			
INVOICE : 526186		TOTAL \$300.00					

PSD200.01 REVISED FEB/08

Permit	<input type="text" value="FI406501"/>	Street number	<input type="text"/>	To	<input type="text"/>	Street name	<input type="text"/>	<input type="button" value="Search"/>
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General Information			
Permit	FI406501	Type	FI - FIRE
Permit address	2894 E BROADWAY	Status	ISSUED
Specific address		Opened	09 Oct 2008
Place name		Issued	09 Oct 2008
Addressing data			
Coordinate	650 - 277 - 98 - 0000		
Legal Description	LT E BLK 2 PL 20664 DL THSL PLAN 20664 (CONT'D)		
Project value	\$0.00	Purpose to	610 - REMOVAL
Assessed value	\$0.00	Subtype	-
Temporary bldg		to	
Temporary use		to	
Complexity	-	Sets of plans	0
Signature on	PER - PERMIT	Metric?	

**From:** "Larsen, Kelli L ENV:EX" <Kelli.Larsen@gov.bc.ca>

**To:** "Spencer Lonergan" <spencer@ambleside.co>

"Smith, James" <James.Smith@vancouver.ca>

**CC:** "Budau, Rosalie" <Rosalie.Budau@vancouver.ca>

**Date:** 6/28/2017 9:15:34 AM

**Subject:** Site 5009 - release letter (formerly 2894 E Broadway) 2537 Renfrew Street

**Attachments:** 2017-06-28 Release - Scenario 2.pdf

Please see the attached release letter.

Regards,

**Kelli Larsen**

Senior Contaminated Sites Officer

Land Remediation Section, Ministry of Environment

Phone: 604-582-5246

 *Please consider the environment before printing this email.*



June 28, 2017

Victoria File: 26250-20/5009  
SITE 5009

**VIA FAX ONLY:** [spencer@ambleside.co](mailto:spencer@ambleside.co) and [james.smith@vancouver.ca](mailto:james.smith@vancouver.ca)

Ambleside Environmental Ltd.  
427 – 1489 Marine Drive  
West Vancouver, BC V7T 1B8  
**Attention: Spencer Lonergan**

City of Vancouver  
515 W 10<sup>th</sup> Avenue  
Vancouver, BC  
**Attention: James Smith**

Dear Spencer Lonergan and James Smith:

**Re: Release Request – Zoning and Demolition Permit**  
**2537 Renfrew Street (formerly 2894 East Broadway), Vancouver**  
**PID: 002-907-763**

This letter is to acknowledge receipt of the proponent's request for release of the above-referenced applications. According to our records, there is an outstanding requirement for a preliminary site investigation for the subject site as outlined in our site profile decision letter dated February 16, 2016.

Based on the information provided by the applicant, the ministry is prepared to provide the necessary release so that the Council or its delegate may proceed with approval of the zoning and demolition applications. To that end, please accept this letter as notice pursuant to the *Vancouver Charter* (section 571B(2)(b)) that the Council or its delegate may approve the zoning and demolition permit under this section because the Director does not require site investigation prior to approval of those applications. This decision is for the limited purpose of the zoning and demolition.

Please note that the requirement for a site investigation is not extinguished by this release and this outstanding requirement will suspend the approval of future applications for the site identified in section 40 of the *Environmental Management Act* (the Act) until:

- the proponent has applied for, and obtained one of the following contaminated sites legal instruments, as applicable: a Determination that the site is not a contaminated site, a Voluntary Remediation Agreement, an Approval in Principle of a remediation plan or a Certificate of Compliance confirming the satisfactory remediation of the site. A copy of the legal instrument must be provided to the approving authority; or
- the approving authority has received notice from the ministry that it may approve a specific application because a) in the opinion of the Director, the site would not present a significant threat or risk if the specified application were approved; b) the Director has received and accepted a Notification of Independent Remediation with respect to the site; or c) the Director has indicated that a site investigation is not required prior to the approval of the specified application.

Investigation of all environmental media must be conducted until the full extent of any contamination is determined at the site and which has migrated from the site. Section 58 and 59 of the Contaminated Sites Regulation describe the requirements for the conduct of preliminary and detailed site investigation and the content of reports based on those investigations.

For more information regarding the freeze and release provisions of the site profile process, refer to Fact Sheet 37, "[Site Profile Freeze and Release Provisions](#)" and Administrative Guidance 6, "[Site Profile Decisions and Requesting Release Where Local Government Approvals are Required](#)" available on the Land Remediation Section Website at <http://www.env.gov.bc.ca/epd/remediation/>.

Please be advised of the following:

- The absence of a requirement to undertake a site investigation does not necessarily mean that the site is not a contaminated site. It is recommended that the proponent retain a qualified environmental consultant to identify and characterize any soil and/or groundwater of suspect environmental quality encountered during any subsurface work at the subject site;
- Those persons undertaking site investigations and remediation at contaminated sites in British Columbia are required to do so in accordance with the requirements of the Act and its regulations. The ministry considers these persons responsible for identifying and addressing any human health or environmental impacts associated with the contamination; and
- Penalties for noncompliance with the contaminated sites requirements of the Act and Regulation are provided in section 115 and 120(17) of the Act.

Decisions of a Director may be appealed under part 8 of the Act.

Please contact the undersigned at 604-582-5246 if you have any questions about this letter.

Yours truly,

A handwritten signature in black ink that reads "Kelli Larsen". The signature is written in a cursive, flowing style.

Kelli Larsen  
for Director, *Environmental Management Act*

kl\

cc: Rosalie Budau, City of Vancouver, email: [Rosalie.budau@vancouver.ca](mailto:Rosalie.budau@vancouver.ca)