

EXPLANATION

**A By-law to amend Building By-law No. 10908
Regarding Residential Security
and miscellaneous Housekeeping matters**

Enactment of the attached By-law will implement Council's resolution of November 1, 2017 respecting amendments to the Building By-law. The amendments have been revised for further clarity and simplicity.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

A By-law to amend Building By-law No. 10908 regarding Residential Security Improvements and miscellaneous Housekeeping amendments

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

- 1. This by-law amends the indicated provisions of Building By-law 10908.
- 2. In Book I, Division A, Part 1, Article 1.1.1.1., in Sentence 1.1.1.1.(2), Council strikes out Clause (i) and substitutes "i) [Deleted]".
- 3. In Book I, Division A, Part 1, Article 1.4.1.1., Council adds the following definition in alphabetical sequence:

"
Ancillary Residential Building meaning a *building* entirely of *residential occupancy*, constructed on the same parcel and smaller than the primary *residential building* and containing not more than one *dwelling unit* and its subsidiary uses, such as a *laneway house*
 "

- 4. In Book I, Division A, Part 1, Article 1.4.2.1., Council adds the following abbreviation in alphabetical sequence:

"
 kWh Kilowatt hour(s)
 "

- 5. In Book I, Division B, Part 3, Article 1.3.1.2., in Table T-1.3.1.2., Council:
 - a) strikes out the row

CCBFC	NRCC 54435-2011	National Energy Code of Canada for Buildings	10.2.1.1.
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"
 and substitutes the following
 "

CCBFC	NRCC 54435-2011	National Energy Code of Canada for Buildings	10.2.2.3.
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- b) inserts the following line in alphabetical order

CoV	2017	City of Vancouver Energy Modelling Guidelines	10.2.2.3.
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- c) strikes out the row

CSA	CAN/CSA-C282-09	Emergency Electrical Power Supply for Buildings	3.2.7.5.(1)
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"
 and substitutes the following
 "

CSA	CAN/CSA-C282-	Emergency Electrical Power Supply for Buildings	3.2.7.5.(1)
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	2015		
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”

d) strikes out the row

CSA	Z32-09	Electrical Safety and Essential Electrical Systems in Health Care Facilities	3.2.7.3.(4) 3.2.7.6.(1)
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”

and substitutes the following

CSA	Z32-2015	Electrical Safety and Essential Electrical Systems in Health Care Facilities	3.2.7.3.(4) 3.2.7.6.(1)
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”

e) strikes out the row

NFPA	13R-2010	Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height	3.2.5.12. (2)
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”

and substitutes the following

CCBFC	13R-2013	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies	3.2.5.12. (2)
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”

f) strikes out the row

ULC	CAN/ULC-S524-06	Installation of Fire Alarm Systems	3.1.8.12.(2) 3.1.8.12.(3) 3.2.4.5.(1) 3.2.4.20.(4) 3.2.4.21.(7) 3.2.4.21.(12) 9.10.19.4.(3) 9.10.19.6.(2)
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”

and substitutes the following

ULC	CAN/ULC-S524-2014	Installation of Fire Alarm Systems	3.1.8.12.(2) 3.1.8.12.(3) 3.2.4.5.(1) 3.2.4.20.(4) 3.2.4.21.(7) 3.2.4.21.(12) 9.10.19.4.(3) 9.10.19.6.(2)
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”, and

g) strikes out the row

“

ULC	CAN/ULC-S537-04	Verification of Fire Alarm Systems	3.2.4.5.(2)
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”
and substitutes the following

“

ULC	CAN/ULC-S537-2013	Verification of Fire Alarm Systems	3.2.4.5.(2)
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”

6. In Book I, Division B, Part 3, Sentence 3.1.3.2.(2), Council strikes out the words “Subsection 11.4.7.” and substitutes “Subsection 11.4.5.”
7. In Book I, Division B, Part 3, Sentence 3.1.4.3.(2), Council adds the words “ and Article 3.6.4.3.” after the words “Except as permitted by Sentence (3)”.
8. In Book I, Division B, Part 3, Sentence 3.2.4.1.(4), Council strikes out Clause 3.2.4.1.(4)(f) and substitutes the following:
“(f) a school, college, *child care facility*, including a daycare facility for children, with an *occupant load* more than 40,”
9. In Book I, Division B, Part 3, Sentence 3.2.5.5.(3), Council strikes out Sentence (3) and substitutes the following:
“(3) Paths of travel for firefighters shall not be more than
 - a) 45 m from the access route to the entrance door of each *dwelling unit* for *sprinklered buildings* of *residential occupancy* provided each *dwelling unit* has direct access to an exterior *exit* facility leading to adjacent ground level,
 - b) 55 m from the access route to the entrance door of each *dwelling unit* provided that
 - i) the *building* is sprinklered to NFPA 13R if Article 3.2.5.12. otherwise permits NFPA 13D, or to NFPA 13 if Article 3.2.5.12. otherwise permits 13R,
 - ii) each *dwelling unit* has direct access to an exterior *exit* facility leading to adjacent ground level,
 - iii) a strobe light is installed outside the principal entrance of the *dwelling unit*, and is connected to an internal *smoke alarm* within the *dwelling unit*,
 - iv) *sprinkler systems* are monitored by the fire alarm system and by an off-site monitoring service,
 - v) [Deleted.]
 - vi) lighting and emergency lighting is provided along the path of travel for firefighters with a minimum illumination level of 1 lx, and average illumination of not less than 10 lx, and
 - vii) the fire alarm system has a graphic annunciator.

c) 65 m from the access route to the entrance door of each *dwelling unit* provided each *dwelling unit* has direct access to an exterior *exit* facility leading to adjacent ground level, where the *dwelling unit* may contain a *secondary suite* or the *dwelling unit* has not more than one *dwelling unit* on top, if

- i) the requirements of Subclauses (b)(i) to (b)(vii) are met,
- ii) a 64 mm diameter fire department hose connection is located adjacent to the path of travel for firefighters located not more than 45 m measured from the hose connection to the principal entrance of each of the *dwelling units*,
- iii) the location of the fire department hose connections required by Subclause (c)(ii) is indicated on the fire alarm system graphic annunciator, and
- iv) the building is sprinklered to NFPA 13, and

d) 45 m from the access route to the entrance door, for non-residential portions of a *building*, which are cut off from and have no internal access to the remainder of the *building*.

(See Appendix A.)”

10. In Book I, Division B, Part 3, Article 3.2.5.6., Council strikes out Sentence (3) and substitutes the following:

“2) The unobstructed path of travel for firefighters from the curb to the main entrance or suite entrance door as required in Sentences 3.2.5.5.(1) to 3.2.5.5.(3) and every access opening as required in Articles 3.2.5.1. and 3.2.5.2. shall be

a) no less than

i) [Deleted.]

ii) 1.2 m in width, or

iii) 900 mm in width where serving one *dwelling unit*, *one-family dwelling*, or *one-family dwelling with secondary suite*, and

b) surfaced with concrete, asphalt or similar material.

”

11. In Book I, Division B, Part 3, Sentence 3.2.5.12.(2), Council strikes out the words “Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height” and substitutes “Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies”.

12. In Book I, Division B, Part 3, Sentence 3.2.5.12.(3), Council strikes out Sentence (3) and substitutes the following:

“3) Instead of the requirements of Sentence (1), NFPA 13D, “Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes,” is permitted to be used for the design, *construction*, installation and testing of an automatic *sprinkler system* installed

a) in a *one or two family dwelling* including their *secondary suites* or *lock-off units*, where

i) each *dwelling unit* has its own sprinkler water supply,

ii) a one tank-type water closet is supplied with water from the sprinkler head which is located farthest from the main water supply,

- iii) sprinkler coverage is provided in each bathroom, clothes closet, linen closet, and pantry, notwithstanding the exceptions set out in NFPA 13D,
- iv) sprinklers are provided in each attached garage or carport, notwithstanding the exceptions set out in NFPA 13D,
- v) the path of travel for firefighters complies with Clauses 3.2.5.5.(3)(a), and
- vi) each *dwelling unit* has direct access to an exterior *exit* facility leading to adjacent ground level;
- b) in a *building of care occupancy*, provided
 - i) it contains not more than 2 *suites of care occupancy*,
 - ii) it has not more than 5 residents throughout, and
 - iii) a 30-minute water supply demand can be met;
- c) in a *building of residential occupancy* throughout that contains only *row housing* where
 - i) all vertical *suite* separations are constructed as a *fire separation* having no less than a 1 h *fire-resistance rating*,
 - ii) the *fire separation* described in Subclause (c)(ii) provides continuous protection from the top of the footing to the underside of the roof deck and any space between the top of the wall and the roof deck is tightly fitted with mineral wool or *noncombustible* material,
 - iii) each *dwelling unit* has its own sprinkler water supply, and
 - iv) one tank-type water closet is supplied with water from the sprinkler head which is located farthest from the main water supply; or
- d) in an *ancillary residential building* where
 - i) each bathroom, clothes closet, linen closet, and pantry must have sprinkler coverage, notwithstanding the exemptions set out in NFPA 13D,
 - ii) sprinklers are provided in each attached garage or carport, notwithstanding the exemptions set out in NFPA 13D, and
 - iii) a one tank-type water closet is supplied with water from the sprinkler head which is located farthest from the main water supply.

13. In Book I, Division B, Part 3, Sentence 3.6.4.3.(1), Council strikes out the words "3.1.5.15.(1)", and Council adds the following "3.1.4.3.(1), 3.1.5.15.(1),"

14. In Book I, Division B, Part 3, Subsection 3.7.2., Council
- a) Amends Article 3.7.2.9., by
 - i) adding the words " and Showers", at the end of the Article heading, and
 - ii) adding to the end of Article 3.7.2.9., the following:
 - "2) A shower door that swings on a vertical axis shall be capable of opening outwards from a shower stall forming part of a site constructed fixture.", and
 - b) Amends Article 3.7.2.11., by adding the words "(See Appendix A.)", at the end of the Article.

15. In Book I, Division B, Part 3, Clause 3.8.2.3.(1)(b), Council strikes out the words "3.8.2.35." and substitutes "3.8.3.5."

16. In Book I, Division B, Part 6, Subsection 6.2.2.1 at the end of Article 6.2.2.1., Council adds the following:

“4) For *suites* in buildings of 6 storeys or less in building height and required to conform to Part 10, the outdoor air required by Sentence (3) shall be supplied directly to each *suite* by mechanical ventilation ducting.”

17. In Book I, Division B, Part 6, Article 6.2.2.2., in Sentence 6.2.2.2.(1) after the words “Except as permitted by Sentence (2)”, council adds the words “and except as required by 6.2.2.1.(4)”

18. In Book I, Division B, Part 9, at the end of Article 9.7.5.2., Council adds the following:

“ 10) Except as permitted by Sentence (11), a door frame reinforcement plate shall be installed between the jack stud and door frame, and shall be:

- a) constructed of minimum 18 gauge steel plate;
- b) provided with an integral metal tongue that is:
 - i) at right angles to the plate located and designed so as to resist the inwards movement of the door when the deadbolt is engaged, and
 - ii) inset into the door frame to a minimum 15.9 mm depth; and
- c) screwed into the door frame or adjacent jack stud with wood screws that are:
 - i) are not smaller than No. 10,
 - ii) penetrate at least 50 mm into wood studs,
 - iii) have at least two points of attachment on each side of the deadbolt, and
 - iv) are located at least 38 mm away from the deadbolt throw.

(see Appendix A)

11) Strikeplates required by Clause 9.7.5.2.(7)(a) and installed in a wood door frame without the reinforcement plate of Sentence (10), shall be:

- a) constructed from minimum 18 gauge steel plate;
- b) provided with an integral door reinforcement by means of a minimum 13 mm long metal tongue inset into the frame at right angles to the strike plate and arranged so as to resist forced entry when the deadbolt is engaged; and
- c) attached to the door frame by means of wood screws penetrating at least 30 mm into the wood at least two points of attachment on each side of the deadbolt, at least 38 mm away from the deadbolt throw.

(see Appendix A)

”

19. In Book I, Division B, Part 9, Sentence 9.10.13.2.(1), Council adds the words “, between a *secondary suite* or *lock-off unit* and its primary *dwelling unit*,” after the words “where a minimum fire-protection rating of 20 min is permitted”.

20. In Book I, Division B, Part 9, Sentence 9.10.18.2.(1), Council strikes out the words “(3) and (4)” and substitutes the following “(3), (4), and (5)”.

21. In Book I, Division B, Part 9, Article 9.10.20.3., Council strikes out Sentence (3) to (7) and substitute the following:

“3) Despite the provisions of Sentence (1), an unobstructed path of travel for firefighters shall be provided to an *ancillary residential building* and the path of travel shall:

- a) lead continuously from the *street* to the *lane*,
- b) have a travel distance of no more than 45 m from the *street* to the principal entrance of the *ancillary residential building*,
- c) be at least 900 mm wide,
- d) have an overhead clearance of at least 2 m, and
- e) consist of concrete, asphalt, or similar material.

4) An *ancillary residential building* shall have a strobe light installed and maintained outside the principal entrance, connected to an internal *smoke alarm* within the *ancillary residential building*.

5) Despite Clause 9.10.20.3.(3)(b), the path of travel for firefighters towards not more than one *ancillary residential building* on a parcel may exceed 45 m to a maximum of 70 m provided the principal entrance to that *ancillary residential building* is visible from the *street*.

6) If the principal *building* and the *ancillary residential building* are adjacent to a *lane*, the path of foot travel for firefighters to the *ancillary residential building* may be through the *lane* if

- a) the travel distance from the *street* to the principal entrance of the *ancillary residential building* is no more than 70 m,
- b) the path has an overhead clearance of at least 3 m,
- c) the path consists of concrete, asphalt, or similar material, and
- d) the principal entrance of the *ancillary residential building* is visible from the *street*.

7) Two adjacent parcels may have a single shared path of travel for firefighters over the common property line and the adjacent specified area to access both, provided

- (a) each parcel contains an *ancillary residential building*,
- (b) each parcel is subject to a covenant registered on title which prohibits *construction* upon or obstruction of the common property line and of a specified area adjacent to the property line; and
- (c) the path of travel meets the requirements of Sentences (3), (4) and (5).

”

22. In Book I, Division B, Part 9, at the end of Subsection 9.31.2., Council adds the following:

“9.31.2.4. Site Constructed Fixtures

1) A shower door that swings on a vertical axis shall be capable of opening outwards from a shower stall forming part of a site constructed fixture.”

23. In Book I, Division B, Part 10, Sentence 10.2.1.3.(1), Council:

- a) Strikes out Clause (a) and substitutes with “[Reserved.]”,
- b) Strikes out Clause (b) and substitutes the following:

“be designed in compliance with the enhanced energy requirements of:

- i) Article 10.2.2.5., or

- ii) Articles 10.2.2.2 or 10.2.2.3., and 10.2.2.6. and 10.2.2.7.”,
- c) Strikes out Clause (c) and substitutes with “[Reserved.]”, and
- d) Strikes out Clause (d) and substitutes with “[Reserved.]”.

24. In Book I, Division B, Part 10, Article 10.2.2.5., Council:
- a) Strikes out Sentence (1) and substitutes the following:

“1) A *building* designed in accordance with this Article, shall be simulated in accordance with the City of Vancouver Energy Modelling Guidelines and demonstrate the performance values of the proposed building not exceeding and annual site energy usage intensity of 110 kWh/m², and an annual greenhouse gas emissions intensity of 5.5. kg/m², and an annual *thermal energy demand intensity* of 25 kWh/m².”, and

- b) Deletes Sentences (2) & (3).

25. In Book I, Division B, Part 10, Article 10.2.2.10. is amended as follows:

- a) In Sentence (1), Council strikes out the words “Except for a *building* designed in accordance with Articles 10.2.2.1. or 10.2.2.2., where a residential *building* or a portion of a multi-use *building* contains more than 20 residential *suites*, the *building* shall be designed with”, and substitutes “Where a portion of a residential *building* or a portion of a multi-use *building* located above a garage or on adjacent grade contains more than 20 residential *suites*, the residential portion of the *building* shall be designed with”,
- b) At the end of Sentence (1), Council adds the following words “(see Appendix A)”, and
- c) at the end of the Article 10.2.2.10., Council adds the following:

- “
- 2) Except as permitted by Sentence (3) and except for exterior lighting along paths of pedestrian and vehicular travel, fire department access, and signage and equipment lighting, the permanent ancillary exterior lighting of a *building* of *residential occupancy* that is required to conform to this Article shall
 - a) be provided with fixtures that are fully shielded or full cut-off optics that:
 - i) do not emit light upwards or horizontally beyond the property line, and
 - ii) limit backlighting of *building* walls, roofs, or reflective surfaces to not more than 4 lux at any given point;
 - b) minimize lighting of adjacent properties;
 - c) not exceed an illumination level of 2 lux average on any reflective surface; and
 - d) conform with the exterior lighting power requirements of ASHRAE 90.1 or NECB.
 - 3) Exterior directional lighting designed with integral automatic motion sensing devices need not comply with the requirements of Sentence (2) provided it shuts off within 5 minutes.

(See Appendix A)”

26. In Book I, Division B, Part 10, Sentence 10.2.2.11.(3), after the words "In a *building* required to comply with this Article" Council adds the following " except *row housing* that have no natural gas appliances".

27. In Book I, Division B, Part 10, Article 10.2.2.15., following Sentence (2), Council adds the following:

"3) In a *building* required to comply with this Article, domestic gas fired fireplaces must be on a timer.

4) Where exterior fireplaces are provided as an ancillary equipment to a *building* required to comply with this Article, then the exterior fireplaces shall be considered as part of the *building* for the purposes of this Part (see Appendix A)."

28. In Book I, Division B, Part 10, Sentence 10.3.1.3.(1), in Note (3) to Table T-10.3.1.3.(1), Council strikes out the words "cannot accommodate or be updated" and substitutes "cannot accommodate and cannot be updated".

29. In Book I, Division B, Part 10, Sentence 10.4.3.2.(1), after the words "an electrical room", Council adds the following "or space provided to facilitate the installation of power supply to the electric vehicle supply equipment".

30. In Book I, Division B, Part 11, Article 11.2.1.4., Council:

a) Adds the following words "(see Appendix A)", at the end of Clause 11.2.1.4.(1)(d),

b) Adds the following words "(see Appendix A)", at the end of Sentence 11.2.1.4.(3), and

a) Strikes out the words "50 per cent of the replacement value of the *existing building*", and substitutes the following "50 per cent of the replacement value⁽³⁾ of the *existing building*", in the first row associated with the subheading "Sprinklers", under column titled "Alternative Acceptable Solution"

b) Adds a footnote as follows "⁽³⁾ see Appendix note A-11.2.1.4.(1)(d)", at the end of Table 11.4.3.1. in numerical sequence

31. In Book I, Division B, Part 11, Article 11.2.1.3., in Table 11.2.1.3. Council strikes out the row

"

1	Spr R ⁽³⁾	Spr R	Spr R	Spr R	Spr R
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", and

substitutes the following

"

0-1	Spr R ⁽³⁾	Spr R	Spr R	Spr R	Spr R
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"

32. In Book I, Division B, Part 11, Article 11.4.7.1., in Sentence (1) following the words "An *existing building*", Council adds the words " or parcel"

33. In Book I, Division C, Part 1, Council repeals Schedule B and substitutes the Schedule B attached to this By-law as Appendix I.

34. In Book I, Division C, Part 1, Council repeals Schedule C-A and substitutes the Schedule C-A attached to this By-law as Appendix 2.

35. In Book I, Appendix A to Division B, after Appendix Note A-3.2.2.7.(2), Council adds the following new Appendix Note

“A-3.2.2.15.(2) Storeys below Ground Occupancies located below grade represent an unusual level of challenge for both occupant egress and emergency response since the availability of paths of travel to enter or leave the underground space is usually limited. This may subject occupants to a greater risk of exposure to untenable conditions during evacuation. Similarly, emergency responders must share limited means of egress with occupants which could further impact occupant evacuation, impede an effective response, or expose first responders to unsafe conditions.

It is not the intent of the Building By-law to limit the inclusion of occupancies below grade where they can be shown to demonstrate an appropriate level of fire and life safety. Rather the intent of this requirement is to cause a conscientious review of certain underground occupancies to ensure that they are sufficiently protected, and that the arrangement can provide an acceptable level of emergency response for a variety of conditions. The measures described in Sentence 3.2.2.15.(2) provide a minimum for fire safety under many circumstances, but may not be sufficient to address all potential uses or occupancies below grade. It should be confirmed that the proposed use and building design is acceptable to the Chief Building Official.”

36. In Book I, Appendix A to Division B, in Appendix Note A-3.2.5.12.(7) and A-3.2.5.13.(1) Council strikes out “Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height” wherever it appears and substitutes “Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies”.

37. In Book I, Appendix A to Division B, Council strikes out Appendix Note A-3.7.2.2.(1) and substitutes the following:

“A-3.7.2.2.(1) Water Closets Other than where gender neutral washrooms (see 3.7.2.11.) are provided, Sentence 3.7.2.2.(1) assumes that there will be a sufficient number of persons in the building to justify the provision of separate water closet facilities for both males and females. In some circumstances overall low occupant loads would not require more than one water closet for males and one water closet for females and yet the building has more than one storey. It is deemed that rooms each containing a single water closet available for both males and females would satisfy the intent of the By-law. The total number of water closets must be adequate for the total number of occupants. In the case of universal and gender neutral washroom facilities, the acceptable number of water closets should be based upon the equivalent number of fixtures that would otherwise be provided.

Requirements for barrier free accessibility also need to be considered. If the entrance storey is accessible and the upper storeys are not required to be accessible, a room in the accessible storey must meet the requirements of Section 3.8. and can serve both males and females. If provided, a nonaccessible room, designed to serve both males and females, in each nonaccessible upper storey would be acceptable. Sentence 3.7.2.2.(4) permits a single water closet to serve both males and females if the total occupant load is low.”.

38. In Book I, Appendix A to Division B, following Appendix Note A-3.7.2.10.(10)(h)., Council adds the following Appendix Note:

“A-3.7.2.11. Gender Neutral Washroom Requirements The gender neutral washroom requirements of the Building Bylaw introduce a new option for owners, operators, and employers to provide washroom facilities that do not impose unreasonable restrictions on persons who wish to use the washroom facility. The requirements of the Building Bylaw represent the minimum level of performance necessary to achieve the goals of personal security and functionality for all persons.

The intent of the gender neutral washroom is that they may replace washrooms that would otherwise be required by the Building By-law. Where gender neutral washrooms are provided, these are to be assigned proportionally as male or female, for the purposes of determining the building washroom capacity under Section 3.7 of the Building By-law. It is not intended that the gender neutral washrooms be assigned solely as contributing to the male or female washroom capacity exclusively, nor were these to be considered supplemental to the minimum washroom requirements of the building.

Signage for gender neutral washrooms are to reflect the intended use not only by persons outside the gender binary, but also by people with disabilities, the elderly, and anyone else who may require the assistance from someone of another gender. As such, signage denoting this use is recommended to be neutral in tone and nature. Likewise, the iconography associated with these signs is also suggested to be indicative of the facility usage and function, and not of the individual who may use the facility.

The provision of regulations for gender neutral washrooms does not mean the elimination of gender-type washrooms. Typed washrooms, such as men’s or women’s multi-stall washrooms, and universal single-user washrooms may remain. It is up to each person to self-determine which washroom is most appropriate for them based on their gender identity. Further clarifying text may be added to washroom signage to signal that all persons are welcome.”.

39. In Book I, Appendix A to Division B, following Appendix Note A-6.2.1.8.(1) Council adds the following Appendix Note:

“A-6.2.2.1.(4) Ventilation Air Supplied to Suites

The indirect supply of required outdoor ventilation air to normally occupied spaces through corridor pressurization or other indirect systems is not permitted.”.

40. In Book I, Appendix A to Division B, following Appendix Note A-9.7.5.2.(8) Council adds the following Appendix Note:

“A-9.7.5.2.(10) & (11) Resistance to Forced Entry Statistical evidence by Vancouver Police has identified that a frequently exploited point of entry in break-ins exists at the residential entry doors due to inherent weaknesses in wood door frame materials, and the location of strikeplate screws located along the grain and near to the deadbolt throw, which contribute to inability for the frame to resist forced entry.

The installation of a metal frame reinforcement plate (see Figures A-9.7.5.2.(10)-A & -B below) directly attached to the backside of a door frame before installation with increased spacing for the points of attachment would significantly increase the resistance of the door to forced entry. This will result reduced incidence of crime and significantly reduce potential costs to owners.

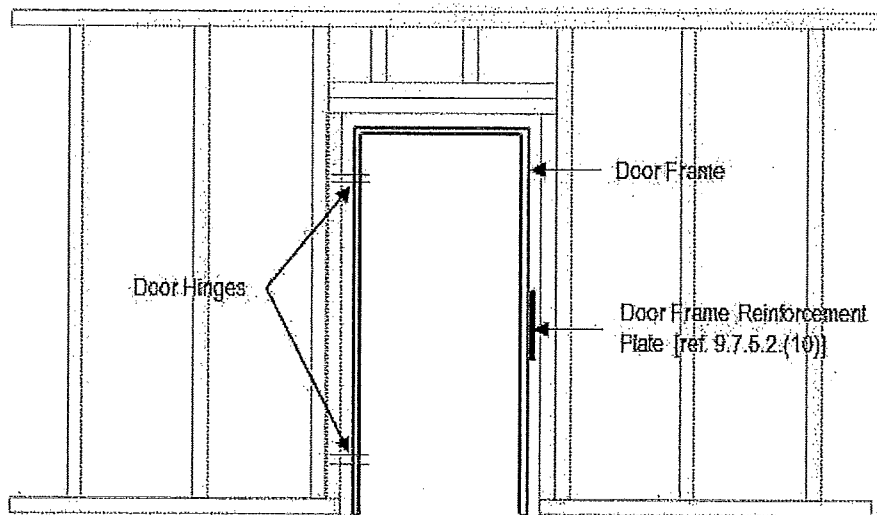


Figure A-9.7.5.2.(10)-A

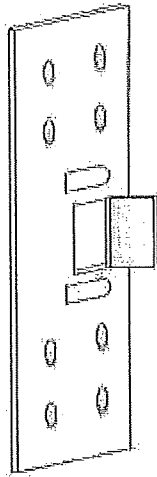


Figure A-9.7.5.2.(10)-B Frame Reinforcement (Example)

41. In Book I, Appendix A to Division B, following Appendix Note A-9.35.2.2.(1) Council adds the following Appendix Notes:

“A-10.2.2.2.(1) Lighting Controls in Residential Buildings The objective of Sentence 10.2.2.2.(1) is to require a master switch that will permit non-essential lighting to be turned off when an occupant leaves the premises. As this was only intended to consider residential portions of a building, it is considered acceptable to consider each portion of the building structure located above the parkade slab constructed to Article 3.2.1.2. on an individual basis given that the cost-effectiveness of such energy saving features would not be as significant for smaller structures with proportionally larger exterior wall and roof surface areas relative to their volume.

A-10.2.2:15.(4) Exterior Fireplaces Exterior fireplaces connected to building services are to be considered a part of that building for the purposes of meeting the energy targets of Part 10 of the Building By-law. The expectation is that buildings incorporating such features are to be designed under the modelling path.”.

42. In Book I, Attribution Tables of Division B, Table 6.4.1.1., under the heading “6.2.2.1. Required Ventilation”, Council adds the following row in numerical sequence:

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(4)	[F50-OH1.1]
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”

43. In Book I, Attribution Tables of Division B, Table 9.38.1.1., under the heading “9.7.5.2. Resistance to Forced Entry for Doors” Council:

- a) Strikes out the Heading “9.7.5.2. Resistance to Forced Entry for Doors” and substitutes the following “9.7.5.2. Resistance to Forced Entry”, and

- b) Under the Heading “9.7.5.2. Resistance to Forced Entry for Doors” adds the following rows in numerical sequence:

“

(10)	[F34-OS4.1]
(11)	[F34-OS4.1]

”

44. In Book I, Appendix A to Division B, following Appendix Note A-11.2.1.3., Council adds the following Appendix Note:

“A-11.2.1.4.(1)(d) The term “replacement value” is used in several places in Part 11, as a baseline for determining of the applicability of specific upgrade requirements. The term refers to an assessed cost to replace the structure in its current state, the net asset value. This is similar to what would be considered the ‘book value’ in financial terms, in that it considers the depreciated cost of the asset. This is not intended to be an assessment of the construction, planning, and ancillary costs that could be incurred if the structure in question was built as new construction.”.

45. In Book I, Appendix A to Division C, Appendix Note A-2.2.7.3., under the Heading “3.2.4. Fire Suppression”, in the text associated with Subheading “Scenario 2”, Council:

- a) Adds the words “ (where *acceptable* to the Chief Building Official)” after the Subheading “Scenario 2”, and
- b) Strikes out the third bullet and its associated text and substitutes the following:
 - “• The engineer of record submits Schedule B with the BP application for overall coordination of the sprinkler design. Schedule B can be annotated “For Performance Specification Only.”.

46. In Book II, Division B, Part 1, Article 1.3.1.2., in Table 1.3.1.2. Council adds the following in Alphabetical order:

“

NSF/ANSI	61 - 2011	Drinking Water System Components - Health Effects	2.2.6.10.
NSF/ANSI	372 - 2016	Drinking Water System Components - Lead Content	2.2.6.11., 2.2.6.12., 2.2.6.13.

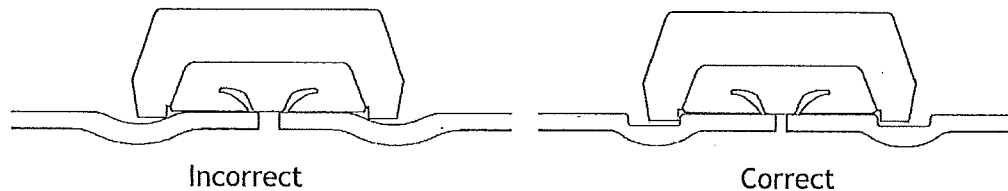
”

47. In Book II, Division B, Part 2, Article 2.2.6.10., in Sentence (1), Council
- a) Strikes out Clauses (a) and (b), and
 - b) Substitutes the following:
 - “a) ASTM A 312/A 312M, “Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes,”
 - b) ASME B36.19M, “Stainless Steel Pipe,” and
 - c) NSF/ANSI 61 “Drinking Water System Components - Health Effects.”
- ”

48. In Book II, Division B, Part 2, Article 2.2.6.11., in Sentence (1), Council
- a) Strikes out Clauses (a) and (b), and
 - b) Substitutes the following:
 - “a) ASTM A 403/A 403M, “Wrought Austenitic Stainless Steel Piping Fittings,”
 - b) ASME B16.9 “Factory-Made Wrought Buttwelding Fittings,” and
 - c) NSF/ANSI 372 “Drinking Water System Components - Lead Content.”
- ”.
49. In Book II, Division B; Part 2, Article 2.2.6.12., Council strikes out Sentence (1) and substitutes the following:
- “1) Stainless steel pipe flanges shall conform to
- a) ASME B16.5, “Pipe Flanges and Flanged Fittings: NPS ½ Through NPS 24 Metric/Inch Standard,”
 - b) NSF/ANSI 372 “Drinking Water System Components - Lead Content,” and
 - c) shall comply with
 - i) ASTM A 182/A 182M, “Forged or Rolled Alloy and Stainless Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service,” or
 - ii) ANSI/AWWA C228, “Stainless-Steel Pipe Flanges for Water Service – Sizes 2 In. Through 72 In. (50 mm Through 1,800 mm).”
- ”.
50. In Book II, Division B, Part 2, Article 2.2.6.13., Council strikes out Sentence (1) and substitutes the following:
- “1) Stainless steel threaded fittings shall be schedule 40s or greater conforming to NSF/ANSI 372 “Drinking Water System Components - Lead Content,” and
- a) ASTM A 182/A 182M, “Forged or Rolled Alloy and Stainless Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service,” or
 - b) ASTM A 351/A 351M, “Castings, Austenitic, for Pressure-Containing Parts.”
- ”.
51. In Book II, Division B, Part 2, Article 2.2.10.6., Council strikes out Sentence (3) and substitutes the following:
- “3) Supply fittings complying with Sentence (1) shall have a maximum flow rate in compliance with Book I Division B Article 10.3.1.2.”.
52. In Book II, Division B, Part 2, Article 2.6.2.1., Council strikes out Sentences (3) and (4), and substitutes the following:
- “3) *Backflow preventers* shall be selected, installed, maintained and field tested in conformance with the Water Works By-Law.”.

53. In Book II, Division B, Appendix A, following Appendix Note A-2.2.6.7.(3), Council adds the following:

“A-2.2.10.4.(1) Fittings in Pressure Piping Applications Piping used in pressure applications are to be grooved and constructed using tools specifically designed for that piping material. It is important that all groove profiles are to meet the fitting manufacturer’s guidelines and conform to CSA-B242 “Groove and Shoulder-Type Mechanical Pipe Couplings.” Overly shallow roll grooved or cut connections may result in reduced working pressures at the joint or the failure of the connection due to insufficient engagement of the coupling or from slippage at the joint. Conversely, grooves or cuts that are overly deep may result in failures of the pipe stemming from corrosion or stress concentrations at the joints.



Note: Image is exaggerated for clarity

Figure A-2.2.10.4.(1)
Insufficient Key Engagement of Fitting in Roll Grooved Connection
”

54. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
55. This By-law is to come into force and take effect on January 1, 2018, excepting that Part 10 amendments that are to come into force and take effect on March 1, 2018.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Appendix I

BUILDING BY-LAW 2014 – CITY OF VANCOUVER

SCHEDULE B

Forming Part of Subsection 2.2.7, Div. C of the Building By-law

Building Permit No. (for Building Official's use)

ASSURANCE OF PROFESSIONAL DESIGN AND COMMITMENT FOR FIELD REVIEW

- Notes: (i) This letter must be submitted prior to the commencement of construction activities of the components identified below. A separate letter must be submitted by each registered professional of record. (ii) This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C. (iii) In this letter the words in italics have the same meaning as in the Building By-law.

To: The Chief Building Official

Re: Name of Project (Print)

Address of Project (Print)

The undersigned hereby gives assurance that the design of the (Initial those of the items listed below that apply to this registered professional of record. All the disciplines will not necessarily be employed on every project.)

- ARCHITECTURAL
STRUCTURAL
MECHANICAL
PLUMBING
FIRE SUPPRESSION SYSTEMS
ELECTRICAL
GEOTECHNICAL — temporary
GEOTECHNICAL — permanent

(Professional's Seal and Signature)

Date

components of the plans and supporting documents prepared by this registered professional in support of the application for the building permit as outlined below substantially comply with the Building By-law and other applicable enactments respecting safety except for construction safety aspects.

The undersigned hereby undertakes to be responsible for field reviews of the above referenced components during construction as indicated on the "SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS" below.

CRP's Initials

BUILDING BY-LAW 2014 – CITY OF VANCOUVER

Schedule B - Continued

Building Permit No.
(for Building Official's use)

Project Address

Discipline

The undersigned also undertakes to notify the *Chief Building Official* in writing as soon as possible if the undersigned's contract for *field review* is terminated at any time during *construction*.

I certify that I am a *registered professional* as defined in the Building By-law.

Registered Professional's Name (Print)

Address (Print)

Phone No.

(Professional's Seal and Signature)

Date

(If the *Registered Professional of Record* is a member of a firm, complete the following.)

I am a member of the firm _____
and I sign this letter on behalf of the firm. (Print name of firm)

Note: The above letter must be signed by a *registered professional of record*, who is a *registered professional*. The Building By-law defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

CRP's Initials

Schedule B - *Continued*

Building Permit No.
(for Building Official's use)

Project Address

Discipline

SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS

(Initial applicable discipline below and cross out and initial those items not applicable to the project.)

ARCHITECTURAL

- 1.1 Fire resisting assemblies
- 1.2 *Fire separations* and their continuity
- 1.3 *Closures*, including tightness and operation
- 1.4 Egress systems, including *access to exit* within *suites* and *floor areas*
- 1.5 Performance and physical safety features (guardrails, handrails, etc.)
- 1.6 Structural capacity of architectural components, including anchorage and seismic restraint
- 1.7 Sound control
- 1.8 Landscaping, screening and site grading
- 1.9 Provisions for firefighting access
- 1.10 *Access* requirements for *persons with disabilities*
- 1.11 Elevating devices
- 1.12 Functional testing of architecturally related fire emergency systems and devices
- 1.13 Development Permit and conditions therein
- 1.14 Interior signage, including acceptable materials, dimensions and locations
- 1.15 Review of all applicable shop drawings
- 1.16 Interior and exterior finishes
- 1.17 Dampproofing and/or waterproofing of walls and slabs below *grade*
- 1.18 Roofing and flashings
- 1.19 Wall cladding systems
- 1.20 Condensation control and cavity ventilation
- 1.21 Exterior glazing
- 1.22 Integration of building envelope components
- 1.23 Environmental separation requirements (Part 5)
- 1.24 Building envelope, Part 10 requirements - ASHRAE 90.1 or NECB requirements
- 1.25 Building envelope, testing, confirmation or both as per Part 10 requirements

(Professional's Seal and Signature)

STRUCTURAL

- 2.1 Structural capacity of structural components of the *building*, including anchorage and seismic restraint
- 2.2 Structural aspects of *deep foundations*
- 2.3 Review of all applicable shop drawings
- 2.4 Structural aspects of unbonded post-tensioned concrete design and construction

MECHANICAL

- 3.1 HVAC systems and devices, including high *building* requirements where applicable
- 3.2 *Fire dampers* at required *fire separations*
- 3.3 Continuity of *fire separations* at HVAC penetrations
- 3.4 Functional testing of mechanically related fire emergency systems and devices
- 3.5 Maintenance manuals for mechanical systems
- 3.6 Structural capacity of mechanical components, including anchorage and seismic restraint
- 3.7 Review of all applicable shop drawings
- 3.8 Mechanical systems, Part 10 - ASHRAE 90.1 or NECB requirements
- 3.9 Mechanical systems, - testing, confirmation or both as per Part 10 requirements

Rev. 2018-Jan-01

Schedule B - Continued

Building Permit No.
(for Building Official's use)

Project Address

Discipline

PLUMBING

- 4.1 Roof *drainage systems*
- 4.2 Site and foundation *drainage systems*
- 4.3 *Plumbing systems* and devices
- 4.4 Continuity of *fire separations* at plumbing penetrations
- 4.5 Functional testing of plumbing related fire emergency systems and devices
- 4.6 Maintenance manuals for *plumbing systems*
- 4.7 Structural capacity of plumbing components, including anchorage and seismic restraint
- 4.8 Review of all applicable shop drawings
- 4.9 Plumbing systems, Part 10 - ASHRAE 90.1 or NECB requirements
- 4.10 Plumbing systems, testing, confirmation, or both as per Part 10 requirements

FIRE SUPPRESSION SYSTEMS

- 5.1 Suppression system classification for type of *occupancy*
- 5.2 Design coverage, including concealed or special areas
- 5.3 Compatibility and location of electrical supervision, ancillary alarm and control devices
- 5.4 Evaluation of the capacity of city (municipal) water supply versus system demands and domestic demand, including pumping devices where necessary
- 5.5 Qualification of welder, quality of welds and material
- 5.6 Review of all applicable shop drawings
- 5.7 Acceptance testing for "Contractor's Material and Test Certificate" as per NFPA Standards
- 5.8 Maintenance program and manual for suppression systems
- 5.9 Structural capacity of sprinkler components, including anchorage and seismic restraint
- 5.10 For partial systems — confirm sprinklers are installed in all areas where required
- 5.11 Fire Department connections and hydrant locations
- 5.12 Fire hose standpipes
- 5.13 Freeze protection measures for fire suppression systems
- 5.14 Functional testing of fire suppression systems and devices

ELECTRICAL

- 6.1 Electrical systems and devices, including high building requirements where applicable
- 6.2 Continuity of *fire separations* at electrical penetrations
- 6.3 Functional testing of electrical related fire emergency systems and devices
- 6.4 Electrical systems and devices maintenance manuals
- 6.5 Structural capacity of electrical components, including anchorage and seismic restraint
- 6.6 Clearances from *buildings* of all electrical utility equipment
- 6.7 Fire protection of wiring for emergency systems
- 6.8 Review of all applicable shop drawings
- 6.9 Electrical systems, Part 10- ASHRAE 90.1 or NECB requirements
- 6.10 Electrical systems, testing, confirmation, or both as per Part 10 requirements

GEOTECHNICAL — Temporary

- 7.1 *Excavation*
- 7.2 *Shoring*
- 7.3 *Underpinning*
- 7.4 Temporary construction dewatering

GEOTECHNICAL — Permanent

{00926925v1}

(Professional's Seal and Signature)

- 8.1 Bearing capacity of the soil
- 8.2 Geotechnical aspects of *deep foundations*
- 8.3 Compaction of engineered fill
- 8.4 Structural considerations of soil, including slope stability and seismic loading
- 8.5 Backfill
- 8.6 Permanent dewatering
- 8.7 Permanent underpinning

Date

4 of 4

CRP's Initials

Rev. 2018-Jan-01

Appendix 2

BUILDING BY-LAW 2014 – CITY OF VANCOUVER

SCHEDULE C-A

Forming Part of Subsection 2.2.7, Division C of the Building By-law

Building Permit No. _____

ASSURANCE OF COORDINATION OF PROFESSIONAL FIELD REVIEW

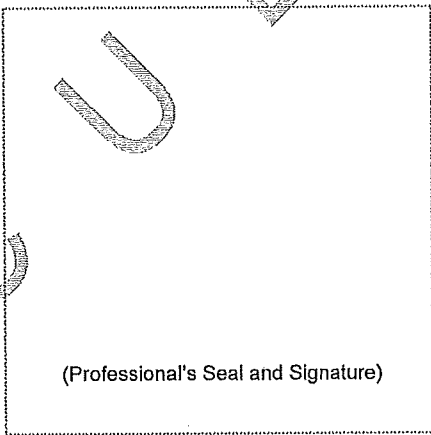
- Notes:
- (i) This letter must be submitted after completion of the project but before the *occupancy permit* is issued, or a final inspection is made, by the *Chief Building Official*.
 - (ii) This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C.
 - (iii) In this letter the words in italics have the same meaning as in the Building By-law.

To: *The Chief Building Official*

Re: _____
 Name of Project (Print)

 Address of Project (Print)

 Legal Description of Project (Print)



(The *coordinating registered professional* shall complete the following:)

 Name (Print)

 Address (Print)

 Phone No.

_____ Date

I hereby give assurance that

- (a) I have fulfilled my obligations for coordination of *field review* of the *registered professionals* required for the project as outlined in Subsection 2.2.7, Division C of the Building By-law and in the previously submitted Schedule A, "CONFIRMATION OF COMMITMENT BY OWNER AND BY COORDINATING REGISTERED PROFESSIONAL."
- (b) I have coordinated the functional testing of the fire protection and life safety systems to ascertain that they substantially comply in all material respects with
 - (i) the applicable requirements of the Building By-law and other applicable enactments respecting safety, not including construction safety aspects, and
 - (ii) the plans and supporting documents submitted in support of the application for the *building permit*,
- (c) I have coordinated the design work and field reviews to ascertain that the project substantially complies in all material respects with
 - (i) the applicable requirements of Part 10, and
 - (ii) the plans and supporting documents submitted in support of the application for the building permit,
- (d) I am a *registered professional* as defined in the Building By-law.

(If the *registered professional* is a member of a firm, complete the following:)

I am a member of the firm _____
 and I sign this letter on behalf of the firm. (Print name of firm)

Note: The above letter must be signed by a *coordinating registered professional*, who is also a *registered*

professional. The Building By-law defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

1 of 1

Rev. 2018-Jan-01

EXPLANATION

**A By-law to amend Electrical By-law No. 5563
regarding miscellaneous Housekeeping amendments**

Enactment of the attached By-law will implement Council's resolution of November 1, 2017 respecting amendments to the Electrical By-law. The amendments have been revised to include a fee change.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

**A By-law to amend Electrical By-law No. 5563
regarding miscellaneous Housekeeping amendments**

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

1. This by-law amends the indicated provisions of Electrical By-law 5563.
2. Council strikes out Section 4.9 and substitutes:

“The City Electrician may relax any provision of this By-law and may charge a fee as set out in Schedule A for every special permission request if satisfied that:

 - (a) an installation of electrical equipment is intended to be temporary in nature; or
 - (b) special permission meets the fundamental safety principles of protection against electric shock, thermal effects, overcurrent, fault currents and overvoltage; in conformance with the Canadian Electrical Code, Part I adopted pursuant to Section 7.1.”
3. In Section 5, Council strikes out Section 5.4 and substitutes:

“5.4 The application for a permit shall be accompanied by the appropriate fee as set out in Schedule A of this By-law and shall include the following particulars:

 - (a) the address, location and name of the registered owner or tenant of the premises for which the permit is sought;
 - (b) the name and the class of certificate of qualification of the field safety representative who will perform or supervise the electrical works under the permit;
 - (c) the name and address of any electrical contractor who will perform electrical works under the permit;
 - (d) the scope of work, type of permit and work, work description and installation details; and
 - (e) any other drawings, plans or specifications required by the City Electrician.”
4. In Section 5, Council strikes out Section 5.13 and substitutes:

“5.13 Where an annual permit has been issued to a person pursuant to this By-law, that person shall not be required during the term of such permit to obtain a

permit for minor electrical works which do not increase the total service supply or power supply KVA rating specified in the application by more than 5 percent.”

5. In Section 5, Council strikes out Articles 5.14 and 5.15 and substitutes the following:

“5.14 An annual permit shall be required for the following:

- (a) the maintenance of existing operating electrical equipment;
- (b) a service supply or power supply to a building or premises, where either or both supply ratings in combination exceed 500 KVA;
- (c) any service supply or power supply to the electrical equipment that is greater than 750 volts; or
- (d) any existing electrical equipment maintained for emergency service.

5.15 An annual permit issued pursuant to Section 5.14 authorizes an owner to maintain all existing operating electrical equipment in safe and proper working order in conformance with Rule 2-300 of the Canadian Electrical Code, Part I.”

6. In section 5.16, Council adds the words “drawings or” before the words “plans referred to in Section 5.4”.

7. After section 5.23, Council adds:

“5.24 A holder of an annual permit shall:

- (a) request inspections within the time period of the permit;
- (b) maintain an up to date log of electrical works undertaken under the permit;
- (c) immediately notify the City Electrician if the field safety representative named on the permit ceases to perform or supervise the works; and
- (d) immediately cease all electrical work under the existing permit and apply for a new permit, if the field safety representative named on the permit ceases to perform or supervise the works.”

8. In Schedule A, Item 3, Council adds the words “supply or power supply” after the word “service” and before the words “rating up to and including”.

9. In Schedule A, Item 5, Council adds the words “drawings or” before each instance of the word “plans”.

EXPLANATION

**Street Name By-law No. 4054
Re: Valiant Street**

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 to name the street as set out in the attached By-law.

Director of Legal Services
December 12, 2017

HL

BY-LAW NO.

A By-law to amend Street Name By-law No. 4054
regarding the naming of a new street

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

1. Council amends By-law No. 4054 by:
 - (a) assigning the name "Valiant Street" to that portion of public street outlined in bold black on the plan marginally numbered LF 12085, attached to and forming part of this By-law; and
 - (b) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, that portion of public street named "Valiant Street" located as shown on the plan marginally numbered LF 12085.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

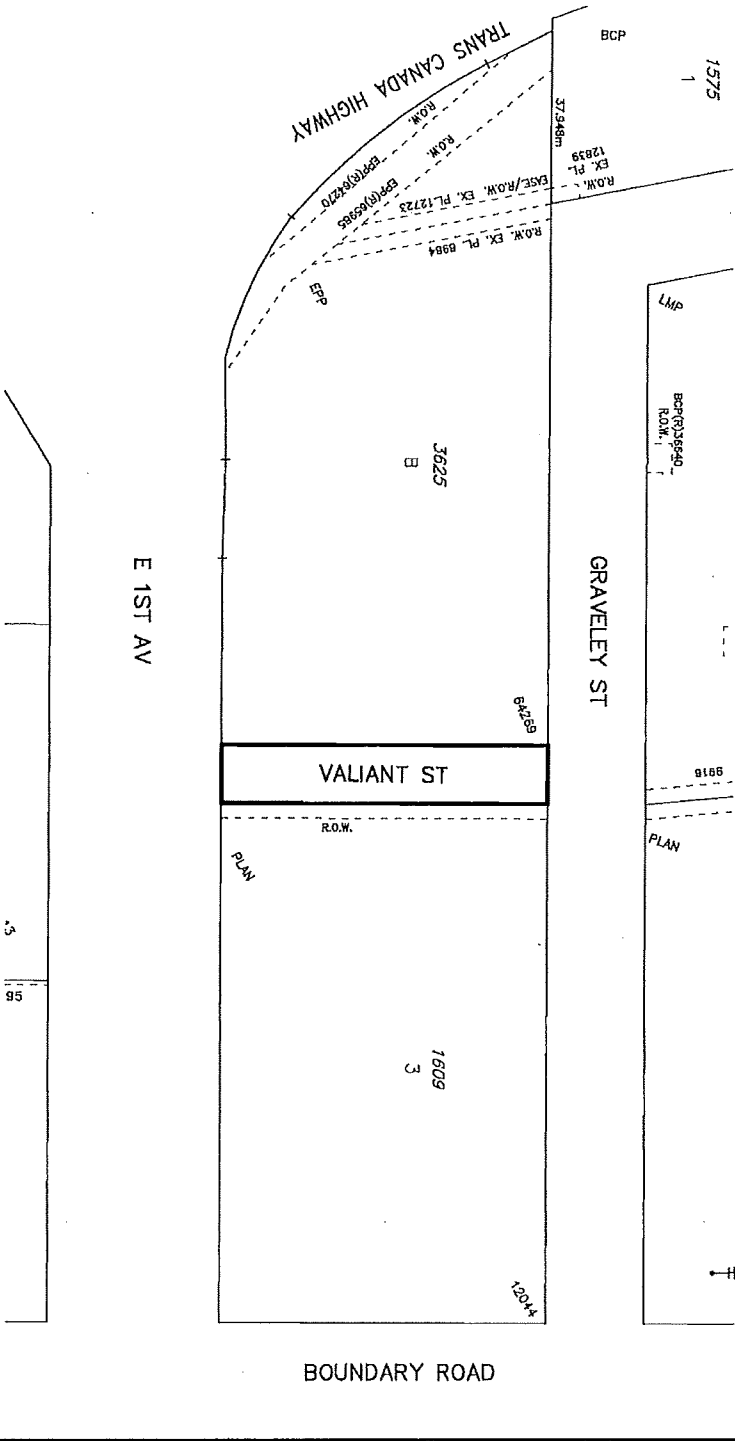
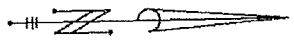
ENACTED by Council this day of , 2017

Mayor

City Clerk

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

DRAWING NOT TO SCALE



JAS MAP-W-11

Y:\LAND_SURVEY\JAS\Street Name.dwg LF12085-Valiant St.dwg

ENGINEERING SERVICES
November 21, 2017

EXPLANATION

By-law to Amend Business Prohibition By-law No. 5156

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 regarding the sale of Dogs, Cats and Rabbits by Pet Stores as set out in the attached By-law.

Pursuant to section 203(d) of the Vancouver Charter, Council may only enact this By-law with the unanimous vote of the Council members present.

Director of Legal Services
December 12, 2017

He.

BY-LAW NO. _____

**A By-law to Amend Business Prohibition By-law No. 5156
Regarding the Sale of Dogs, Cats and Rabbits by Pet Stores**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council amends Schedule A by adding the following section 14:

“A pet store that offers for sale or sells, advertises for sale, or displays to the public, at retail or at wholesale, an animal listed in the adjacent column of this section 14, except that these animals may be displayed to the public if they are being offered for adoption through a municipal animal shelter, or a shelter or rescue organization that is a registered charity or a society registered under the BC Societies Act, other than a member-funded society”

“Domestic dogs, domestic cats, or domestic rabbits.”

Severability

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

Force and effect

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION

By-law to Amend License By-law No. 4450

Enactment of the attached By-law will implement Council's resolution of December 12, 2017 regarding the sale of Dogs, Cats and Rabbits by Pet Stores as set out in the attached By-law.

Director of Legal Services
December 12, 2017

HC.

BY-LAW NO. _____

**A By-law to Amend License By-law No. 4450
Regarding the Sale of Dogs, Cats and Rabbits by Pet Stores**

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

1. This By-law amends the indicated provisions of the License By-law.
2. In section 2, Council:
 - (a) strikes out the definition of "Dog" and substitutes the following:
" "Dog" means a domestic dog, regardless of age or sex.";
 - (b) strikes out the definition of "Cat" and substitutes the following:
" "Cat" means a domestic cat, regardless of age or sex."; and
 - (c) adds a definition for "Rabbit" in the correct alphabetical order as follows:
" "Rabbit" means a domestic rabbit, regardless of age or sex.".
3. Council:
 - (a) renumbers subsection 23.2(bb) as subsection (k);
 - (b) adds the words "contain or" before the word "confine" in renumbered subsection 23.2(k);
 - (c) renumbers subsection 23.2(cc) as subsection 23.2(l); and
 - (d) renumbers the remaining subsections accordingly.
4. Council adds the words "in addition to the conditions set out in subsection 23.2(p)," to the beginning of renumbered subsection 23.2(q).
5. Council strikes out renumbered subsections 23.2(x) through (z), and substitutes the following:
 - "(x) keep and maintain a legible register in the pet store containing the following information for any dogs, cats, or rabbits displayed to the public in the pet store in accordance with subsection 23.2(cc)(ii):
 - (i) the name of the municipal animal shelter, or the qualified shelter or rescue organization, that is offering the dog, cat, or rabbit for adoption,
 - (ii) the date that the dog, cat, or rabbit was placed in the pet store for display to the public by the municipal animal shelter, or the qualified shelter or rescue organization, and

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5733 Alberta Street and
376-392 West 41st Avenue**

Following the public hearing on June 13, 2017, Council resolved to give conditional approval to the rezoning of the site at 5733 Alberta Street and 376-392 West 41st Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
December 12, 2017

HC.

5733 Alberta Street and
376-392 West 41st Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-721 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (688).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (688), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units;
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site area is 1,982.8 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.63.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total floor area of all such exclusions must not exceed 8% of permitted floor area;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the permitted floor area, and
 - (ii) no more than 50% of the excluded balcony floor area may be excluded;
- (b) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.6 The use of floor area excluded under Sections 4.4 and 4.5 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 21.0 m.

Horizontal angle of daylight

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

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

6.3 Measurement of the plane or planes referred to in Section 6.2 must be horizontally from the centre of the bottom of each window.

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

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

6.5 An obstruction referred to in Section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (688).

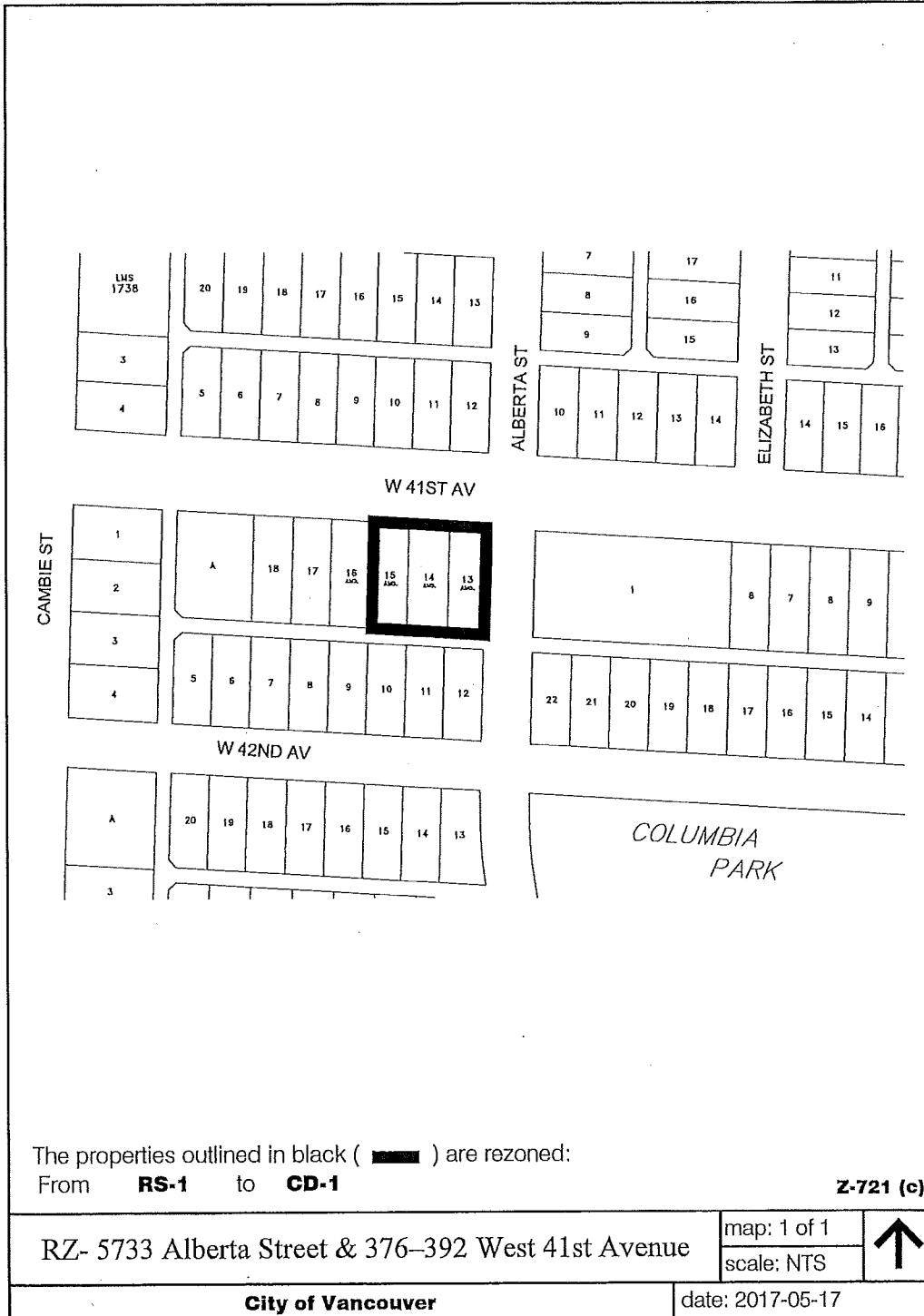
6.6 A habitable room referred to in Section 6.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted

Schedule A



EXPLANATION

Authorization to enter into a Housing Agreement
Re: 201-262 West King Edward Avenue

After the public hearing, on June 13, 2017, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed by the applicant and the City now seeks enactment of a By-law, as contemplated by section 565.2 of the *Vancouver Charter*, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
December 12, 2017

SCHEDULE A

FORM 0_V22 (Charge)

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

PAGE 1 OF 18 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.



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

Norton Rose Fulbright Canada LLP
Barristers & Solicitors
#1800 - 510 West Georgia Street
Vancouver BC V6B 0M3

Phone: 604.687.6576
 File No.: 16-362B
 Doc. No.: 7922223
 Housing Agreement - Covenant

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT A BLOCK 682 DISTRICT LOT 526 PLAN EPP73832

STC? YES

Related Plan Number: **EPP73832**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filled Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V5Y 1V4

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)

NEIL R. DAVIE*
BARRISTER & SOLICITOR
NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800 - 510 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 0M3
(604) 641-4830
LAW CORPORATION

Execution Date		
Y	M	D
17	11	16

Transferor(s) Signature(s)

DBBD Projects (262 West King Edward) Ltd. by its authorized signatory(ies):

Name: **MICHAEL MACKAY**

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date		
Y	M	D
17	11	

Transferor / Borrower / Party Signature(s)

City of Vancouver by its authorized signatory(ies):

Name: _____

Name: _____

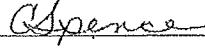
OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



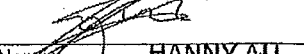
KENNA CHRISTINE SPENCE
A Commissioner for taking
Affidavits for British Columbia
22nd Floor 686 Burrard Street
Vancouver, B.C. V6C 2X8
Expires June 30, 2019

Execution Date

Y	M	D
17	11	20

Transferor / Borrower / Party Signature(s)

Canadian Western Bank by its
authorized signatory(ies):


Name: **HANNY AU**

Name: **LIAM LAMONT**

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.

FORM E_V22

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 OF 18 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire Instrument

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the Covenant herein with one registration
number less priority over Mortgage CA4447481
and Assignment of Rents CA4447482 (page 18)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

FORM 8_V22

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 6 OF 18 PAGES

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

5. TRANSFEROR(S):

DBBD PROJECTS (262 WEST KING EDWARD) LTD., Inc. No. 1018144 (Section 219 Covenant)
CANADIAN WESTERN BANK (Priority Agreement)

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, DBBD PROJECTS (262 WEST KING EDWARD) LTD., is called the "Owner"; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into an agreement securing all residential units as rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- I. a no separate-sales covenant.
 - II. a non-stratification covenant.
 - III. none of such units will be rented for less than one month at a time.
 - IV. such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require.

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by By-law enacted pursuant to section 565.2 of the Vancouver Charter.

(the "Market Rental Housing Condition"); and

- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

Terms of Agreement

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions. In this Agreement the following terms have the definitions now given:
- (a) "Agreement" means this agreement, including the foregoing Recitals, and any schedules attached hereto;
 - (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Rezoning and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;
 - (c) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
 - (d) "City" means the City of Vancouver in its capacity as a corporate entity;
 - (e) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
 - (f) "City of Vancouver" means, save only for its use in Section 1.1(d), the City of Vancouver as a geographical location;
 - (g) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
 - (h) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
 - (i) "Development Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
 - (j) "Director of Legal Services" means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
 - (k) "General Manager of Community Services" means the person appointed from time to time as the General Manager of Community Services and his or her successors in function and their respective nominees;
 - (l) "General Manager of Planning and Development" means the chief administrator, from time to time, of the City's Planning and Development

Services Department and his or her successors in function and their respective nominees;

- (m) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (n) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (o) "Lands" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (p) "Losses" means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (q) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (r) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (s) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (t) "Occupancy Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (u) "Owner" means the Transferor and any successors in title to the Lands or a portion of the Lands;
- (v) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:

- (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (x) "*Rezoning*" means the rezoning of the Lands described in Recital C of this Agreement;
- (y) "*Term*" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel; and
- (z) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to

all other Items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 Restrictions. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than 51 residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units");
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units will have at least two (2) bedrooms and will be designed

{00764332v3}

Market Rental Housing Agreement
210 - 262 West King Edward Avenue

to suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;

- (d) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units will only be rented for periods of at least 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee complies with Section 6.1;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 RECORD KEEPING

- 3.1 **Record Keeping.** The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 4 ENFORCEMENT

[00764333v3]

Market Rental Housing Agreement
210 - 262 West King Edward Avenue

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

**ARTICLE 5
RELEASE AND INDEMNITY**

- 5.1 **Release and Indemnity.** Subject to Section 5.3, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel;
- (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
- (iii) withholding any permit pursuant to this Agreement; or
- (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (v) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

- 5.3 **Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 5.4 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 TRANSFER OF LANDS

- 6.1 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the

Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 6.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

**ARTICLE 7
NOTICES**

7.1 Notice. 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, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia or by personal delivery:

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

DBBD Projects (262 West King Edward) Ltd.
Suite 2160-650 West Georgia Street
Vancouver, B.C. V6B 4N7

Attention: Mike Mackay

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

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

Attention: City Clerk, with concurrent copies to the General Manager of Community Services and the Director of Legal Services.

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.

**ARTICLE 8
MISCELLANEOUS**

8.1 Agreement for Benefit of City. The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the

Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.

- 8.2 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.
- 8.3 **Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 8.4 **Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 8.5 **City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 8.6 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.7 **Damages Insufficient.** The Owner acknowledges 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, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 8.8 **Entire Agreement.** 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.
- 8.9 **Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 8.10 **Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. 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.

- 8.11 **No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 8.12 **No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 8.13 **Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 8.14 **Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 8.15 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.16 **Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or the Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

8.17 Remedies Cumulative. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

8.18 Severability. If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.

8.19 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4447481 and the Assignment of Rents registered under number CA4447482;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT

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EXPLANATION

By-law to amend Parking By-law No. 5059
Re: Relaxation and Payment-in-Lieu
855 Granville Street

On October 17, 2017, Council approved a recommendation to accept \$101,000.00 in return for the waiver of the requirement to provide five commercial off-street parking spaces at 855 Granville Street, and requiring the Director of Legal Services to bring forward a By-law for enactment.

The Director of Finance has verified that the money has been received, and Council may now enact the attached By-law to implement Council's resolution and effect the waiver.

Director of Legal Services
December 12, 2017

HC.

855 Granville Street

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
Regarding Relaxation and Payment-in-lieu**

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

1. To Schedule A of the Parking By-law, Council adds:

"PID: 030-215-757 LOT 1, BLOCK 62, DISTRICT LOT 541, GROUP 1 NEW WESTMINSTER DISTRICT, PLAN EPP73454	5 (five) commercial off-street parking spaces	\$101,000.00"
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2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk