

**EXPLANATION****Area Specific Development Cost Levy By-law  
Amending By-law  
Re: Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street,  
Dundas/Wall and Triangle West projects and levies**

On July 7, 2015, Council resolved to amend the Area Specific Development Cost Levy By-law, to reduce the DCL rate to zero in Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street, Dundas/Wall and Triangle West projects and to amend capital cost estimates for those areas, effective on the first anniversary of the enactment of this By-law. This By-law implements that resolution.

Director of Legal Services  
July 21, 2015



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

**A By-law to amend  
Area Specific Development Cost Levy By-law No. 9418  
regarding Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street,  
Dundas/Wall and Triangle West projects and levies**

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

1. For Arbutus projects and levies, Council:
  - (a) in the table in section 2.3, under the heading “Estimated Cost”, strikes out:
    - (i) “\$350,000” and replaces it with “\$330,000”; and
    - (ii) “\$3,264,000” and replaces it with “\$3,120,000”; and
  - (b) in section 3.2, strikes out:
    - (i) “\$93.25” and replaces it with “\$0.00”;
    - (ii) “\$37.30” and replaces it with “\$0.00”;
    - (iii) “\$1.08” and replaces it with “\$0.00”;
    - (iv) “\$43.06” and replaces it with “\$0.00”;
    - (v) “\$10.00” and replaces it with “\$0.00”;
    - (vi) “\$10.00” and replaces it with “\$0.00”; and
    - (vii) “\$5.49” and replaces it with “\$0.00”.
2. For Burrard Slopes projects and levies, Council:
  - (a) in the table in section 2.4, under the heading “Estimated Cost”, strikes out:
    - (i) “\$1,550,000” and replaces it with “\$400,000”;
    - (ii) “\$20,250,000” and replaces it with “\$3,600,000”;
    - (iii) “\$2,955,000” and replaces it with “\$800,000”; and
    - (iv) “\$1,020,000” and replaces it with “\$200,000”; and

- (b) in section 3.3, strikes out:
  - (i) "\$126.53" and replaces it with "\$0.00";
  - (ii) "\$50.61" and replaces it with "\$0.00";
  - (iii) "\$1.08" and replaces it with "\$0.00";
  - (iv) "\$53.82" and replaces it with "\$0.00";
  - (v) "\$10.00" and replaces it with "\$0.00";
  - (vi) "\$10.00" and replaces it with "\$0.00"; and
  - (vii) "\$5.49" and replaces it with "\$0.00".

3. For Cedar Cottage/Welwyn Street projects and levies, Council:

- (a) in the table in section 2.5, under the heading "Estimated Cost", strikes out:
  - (i) "\$310,000" and replaces it with "\$130,000";
  - (ii) "\$1,430,000" and replaces it with "\$610,000"; and
  - (iii) "\$1,595,000" and replaces it with "\$680,000"; and

- (b) in section 3.4, strikes out:
  - (i) "\$71.98" and replaces it with "\$0.00";
  - (ii) "\$29.80" and replaces it with "\$0.00";
  - (iii) "\$29.80" and replaces it with "\$0.00";
  - (iv) "\$44.30" and replaces it with "\$0.00";
  - (v) "\$1.08" and replaces it with "\$0.00";
  - (vi) "\$10.00" and replaces it with "\$0.00";
  - (vii) "\$10.00" and replaces it with "\$0.00"; and
  - (viii) "\$5.49" and replaces it with "\$0.00".

4. For Dundas/Wall projects and levies, Council:

- (a) in the table in section 2.7, under the heading "Estimated Cost", strikes out:

- (i) "\$203,000" and replaces it with "0.00"; and
- (ii) "\$230,000" and replaces it with "0.00"; and
- (b) in section 3.6, strikes out:
  - (i) "\$36.85" and replaces it with "\$0.00";
  - (ii) "\$1.08" and replaces it with "\$0.00";
  - (iii) "\$20.45" and replaces it with "\$0.00";
  - (iv) "\$10.00" and replaces it with "\$0.00";
  - (v) "\$10.00" and replaces it with "\$0.00"; and
  - (vi) "\$5.49" and replaces it with "\$0.00".

5. For Triangle West projects and levies, Council:

- (a) in the table in section 2.12, under the heading "Estimated Cost", strikes out:
  - (i) "\$16,231,000" and replaces it with "\$8,400,000";
  - (ii) "\$4,076,000" and replaces it with "\$2,200,000"; and
  - (iii) "\$10,128,000" and replaces it with "\$5,200,000"; and
- (b) in section 3.11, strikes out:
  - (i) "\$138.53" and replaces it with "\$0.00";
  - (ii) "\$1.08" and replaces it with "\$0.00";
  - (iii) "\$10.00" and replaces it with "\$0.00";
  - (iv) "\$10.00" and replaces it with "\$0.00"; and
  - (v) "\$5.49" and replaces it with "\$0.00".

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



## EXPLANATION

**Vancouver Development Cost Levy By-law  
Amending By-law  
Re: Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street,  
Dundas/Wall and Triangle West projects and levies  
and other areas of land to be excluded from the By-law**

On July 7, 2015, Council resolved to amend the Vancouver Development Cost Levy By-law, to remove the reference to Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street, Dundas/Wall and Triangle West projects and levies, to amend capital cost estimates, and to include eight areas of land in the By-law (Coal Harbour Official Development Plan; Champlain Heights South CD-1; Blocks 68 and 69; Riverside East; Station LaFarge CD-1 (Citygate); Collingwood Village CD-1; Bayshore CD-1; and Arbutus Neighbourhood CD-1s), effective on the first anniversary of the enactment of this By-law. This By-law implements that resolution.

Director of Legal Services  
July 21, 2015



BY-LAW NO.

**A By-law to amend  
Vancouver Development Cost Levy By-law No. 9755  
regarding Arbutus, Burrard Slopes, Cedar Cottage/Welwyn Street,  
Dundas/Wall and Triangle West projects and levies  
and areas of land excluded from this By-law**

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

1. In the table in section 2.3, under the Heading “Estimated Cost” Council strikes:
  - (a) “\$115,350,000” and replaces it with “\$115,750,000”;
  - (b) “\$560,400,000” and replaces it with “\$577,810,000”;
  - (c) “\$94,000,000” and replaces it with “\$99,000,000”; and
  - (d) “\$496,070,000” and replaces it with “\$498,340,000”.

2. In Schedule A - Part 1, Council strikes out the table and substitutes:

“

Column 1	Column 2
Downtown South Development Cost Levy Area	By-law No. 6924

”

3. In Schedule A - Part 2, Council strikes out the table and substitutes:

“

Column 1	Column 2
Lands zoned CD (Comprehensive Development District) and subject to the False Creek North Official Development Plan	By-law No. 6650

”

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

5. This By-law is to come into force and take effect on the 21st day of July, 2016.

ENACTED by Council this        day of                                        , 2015

\_\_\_\_\_  
Mayor

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




EXPLANATION

**Area Specific Development Cost Levy By-law  
Amending By-law  
Re: Rates**

On July 7, 2015, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates effective September 30, 2015. This By-law implements that resolution.

Director of Legal Services  
July 21, 2015

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

**A By-law to amend  
Area Specific Development Cost Levy By-law No. 9418  
regarding 2015 rate adjustments**

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

1. In section 3.2 of the Area Specific Development Cost Levy By-law, Council from:
  - a) the first line, strikes out “\$93.25”, and substitutes “\$96.45”; and
  - b) from subsection (a), strikes out “\$37.30”, and substitutes “\$38.58”.
2. In section 3.3 of the Area Specific Development Cost Levy By-law, Council from:
  - a) the first line, strikes out “\$126.53”, and substitutes “\$130.86”; and
  - b) from subsection (a), strikes out “\$50.61”, and substitutes “\$52.35”.
3. In section 3.4 of the Area Specific Development Cost Levy By-law, Council from:
  - a) the first line, strikes out “\$71.98”, and substitutes “\$74.45”;
  - b) from subsections (a) and (b), strikes out “\$29.80”, and substitutes “\$30.82”; and
  - c) from subsection (c), strikes out “\$44.30”, and substitutes “\$45.81”.
4. In section 3.5 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out “\$189.95”, and substitutes “\$196.45”.
5. In section 3.6 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out “\$36.85”, and substitutes “\$38.11”.
6. In section 3.7 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out “\$58.61”, and substitutes “\$60.62”.
7. In section 3.8 of the Area Specific Development Cost Levy By-law, Council from:
  - a) the first line, strikes out “\$9.05”, and substitutes “\$9.36”; and
  - b) from subsection (a), strikes out “\$36.18”, and substitutes “\$37.42”.



**EXPLANATION****Vancouver Development Cost Levy By-law  
Amending By-law  
Re: Rates**

On July 7, 2015, Council resolved to amend the Vancouver Development Cost Levy By-law, regarding DCL rates, effective September 30, 2015. This By-law implements that resolution.

Director of Legal Services  
July 21, 2015



BY-LAW NO.

A By-law to amend  
Vancouver Development Cost Levy By-law No. 9755  
regarding 2015 rate adjustments

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

1. From section 3.2 of the Vancouver Development Cost Levy By-law, Council from:
  - a) the first line, strikes out "\$138.53", and substitutes "\$143.27";
  - b) each of subsections (a) and (b), strikes out "\$32.18", and substitutes "\$33.26"; and
  - c) subsection (c), strikes out "\$55.22", and substitutes "\$57.16".
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 September 30, 2015.

ENACTED by Council this      day of      , 2015

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Mayor

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City Clerk

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 3501-3523 East Hastings Street**

After the public hearing on September 16, 2014, Council resolved to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015

3501-3523 East Hastings Street



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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
“CD-1 (610) By-law No. 11292 3501-3523 East Hastings Street”
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

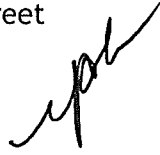
**EXPLANATION****A By-law to amend the Sign By-law  
Re: 3503-3523 East Hastings Street  
and 394-398 Skeena Street**

After the public hearing on September 16, 2014, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015



3503-3523 East Hastings Street  
and 394-398 Skeena Street



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

**A By-law to amend Sign By-law No. 6510**

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:

“3503-3523 East Hastings Street  
and 394-398 Skeena Street CD-1 (610) By-law No. 11292 B (C-2)”

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 1155 Thurlow Street**

After the public hearing on July 15, 2014, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015

1155 Thurlow Street



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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (607) By-law No. 11243 1155 Thurlow Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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


## EXPLANATION

**A By-law to amend the Parking By-law  
Re: 1155 Thurlow Street**

After the public hearing on July 15, 2014, Council resolved to add 1155 Thurlow Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015

CD-1 District Parking requirements  
1155 Thurlow Street

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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“

Address	By-law No.	CD-1 No.	Parking requirements
1155 Thurlow Street	By-law No. 11243	CD-1 (607)	<p>Parking, loading and bicycle spaces must be provided in accordance with by-law requirements on June 9, 2015, except that:</p> <ul style="list-style-type: none"><li>a) Class A Passenger Loading Spaces must be provided at a rate of 1 space for each 8 children attending a Child Daycare facility located on the site;</li><li>b) a minimum of 2 parking spaces must be provided for Child Daycare staff parking; and</li><li>c) a minimum of 1 Class B loading space is required for non-residential use.</li></ul>

”

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.



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 1155 Thurlow Street**

After the public hearing on July 15, 2014, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015

1155 Thurlow Street



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

**A By-law to amend Sign By-law No. 6510**

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:

“1155 Thurlow Street                      CD-1 (607)                      By-law No. 11243                      B (C-1)”

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

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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



## EXPLANATION

**A By-law to amend the Noise By-law  
Re: 275 Kingsway (333 East 11<sup>th</sup> Avenue)**

After the public hearing on February 17, 2015, Council resolved on March 3, 2015 to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015



## EXPLANATION

**A By-law to amend the Sign By-law  
Re: 275 Kingsway (333 East 11<sup>th</sup> Avenue)**

After the public hearing on February 17, 2015, Council resolved on March 3, 2015 to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015



## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 3030 East Broadway**

After the public hearing on June 18, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 3030 East Broadway. 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  
July 21, 2015

3030 East Broadway



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

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

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

**Zoning District Plan amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-661 (b) 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 (616).

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 (616) and the only uses for which the Director of Planning or Development Permit Board will issue permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio - Class B, Fitness Centre, Personal Training Centre, and Park or Playground;
- (b) Institutional Uses, limited to Ambulance Station, Child Day Care Facility, Public Authority Use, School - Elementary or Secondary, School - University or College, and Social Service Centre;
- (c) Manufacturing Uses, limited to Bakery Products Manufacturing, Clothing Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Paper Products Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Shoes or Boots Manufacturing, Software Manufacturing, and Textiles or Knit Goods Manufacturing;

- (d) Office Uses;
- (e) Parking Uses;
- (f) Retail Uses, limited to Farmers' Market, Public Bike Share, Furniture or Appliance Store, Liquor Store, Retail Store and Small-scale Pharmacy;
- (g) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundry or Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, Sign Painting Shop, and Work Shop;
- (h) Transportation and Storage Uses, limited to Cold Storage Plant, Mini-storage Warehouse, Packaging Plant, and Storage Warehouse;
- (i) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station;
- (j) Wholesale Uses, limited to Wholesaling - Class A and Wholesaling - Class B; and
- (k) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2.

**Conditions of Use**

3. All retail and service uses must be located at grade level, except Beauty and Wellness Centre, Laboratory, Photofinishing or Photography Studio, Photofinishing or Photography Laboratory, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, Sign Painting Shop, and Work Shop.

**Floor Area and Density**

4.1 For the purpose of computing floor space ratio, the site is deemed to be 30 818 m<sup>2</sup>, being the site size at the time of the rezoning application, prior to any dedications.

4.2 The floor space ratio for all uses, combined, must not exceed 3.0.

4.3 Computation of floor area must include:

- (a) all floors of all buildings, including earthen floors, both above and below ground level, measured to the extreme outer limits of the buildings; and
- (b) stairways, fire escapes, elevator shafts, and other features, which the Director of Planning considers similar, to be measured by their gross cross-sectional

areas, and included in the measurements for each floor at which they are located.

4.4 Computation of floor area must exclude:

- (a) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (c) amenity areas, including recreation facilities and meeting rooms, except that the total excluded area must not exceed 20% of the permitted floor space;
- (d) areas of undeveloped floors, which are located:
  - (i) above the highest storey or half-storey, and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or half-storey, with a ceiling height of less than 1.2 m; and
- (e) floors located at or below finished grade with a ceiling height of less than 1.2 m.

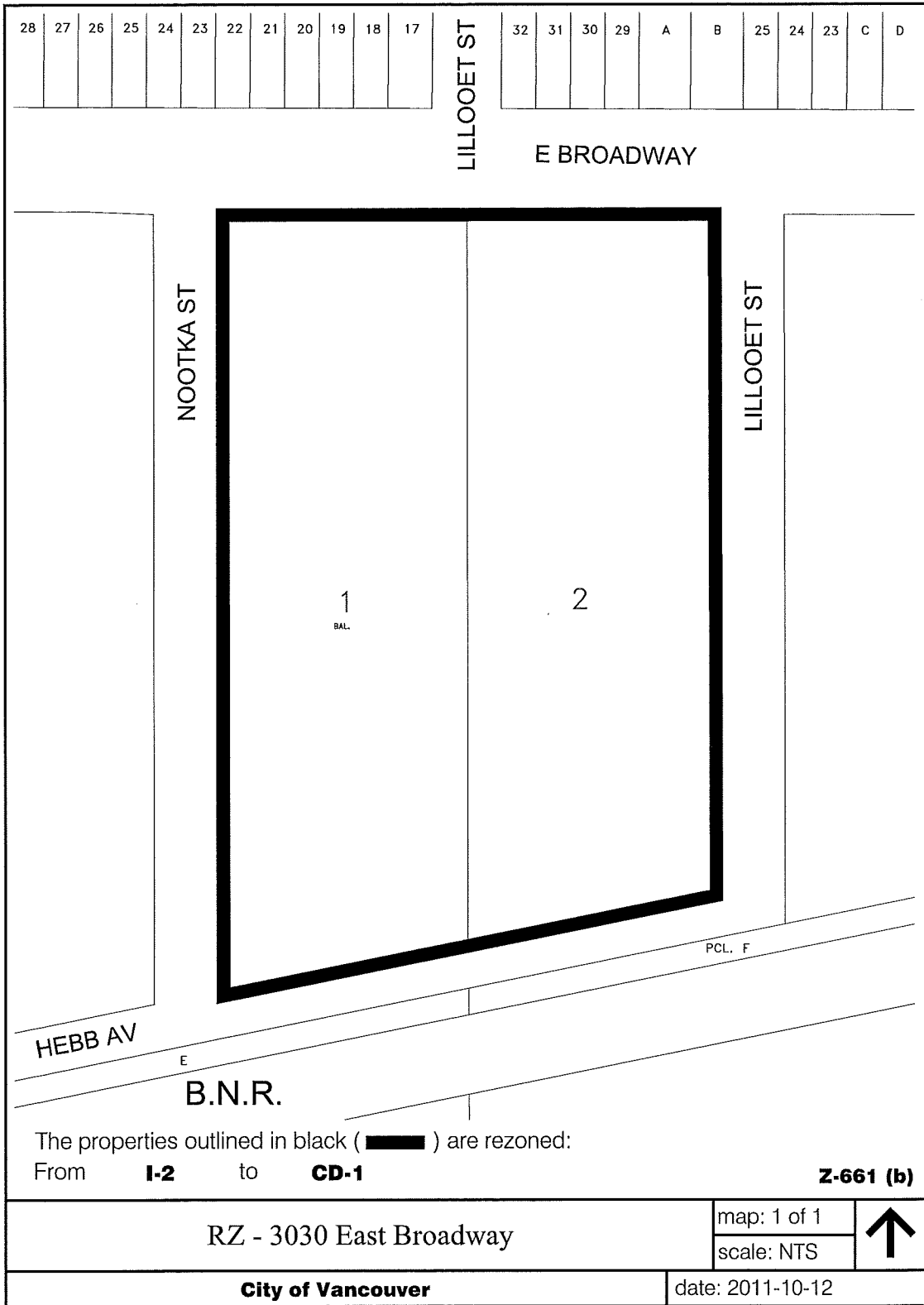
4.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) unenclosed outdoor areas at grade underneath building overhangs or covered walkways between buildings, if the Director of Planning first approves the design of any overhang or covered walkway;
- (b) tool sheds, trellises and other garden structures which support the use of intensive green roofs and urban agriculture, and, despite section 4.3(b), those portions of stairways and elevator enclosures which are at the roof level providing access to the garden areas; and
- (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 or Development Permit Board, are similar, those floors or portions of floors so used, which are above base surface and within 50 m of the north property line, provided that:





**Schedule A**



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

**Z-661 (b)**

RZ - 3030 East Broadway

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2011-10-12

**EXPLANATION****2015 Fire By-law**

On July 8, 2015, Council approved a new 2015 Fire By-law to replace Fire By-law 8191. The new Fire By-law incorporates provisions from the 2012 British Columbia Fire Code as well as unique to Vancouver provisions. Enactment of the attached by-law will accomplish Council's resolution.

Director of Legal Services  
July 21, 2015



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

**A By-law to regulate standards for fire safety in buildings and facilities  
and to adopt the British Columbia Fire Code**

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

**SECTION 1  
ADOPTION OF FIRE CODE AND INTERPRETATION**

**Adoption of Fire Code**

1.1 Council adopts the British Columbia Fire Code (the “Fire Code”) as established under Ministerial Order No. M189/2012 dated September 7, 2012 and effective December 20, 2012, and as amended by Ministerial Order No. M91/2013, dated April 5, 2013, and incorporates the Fire Code into this By-law to the extent and subject to the changes and additions to the Fire Code which are set out in the attachments marked Schedules A, B, C and D to this By-law.

**Name of By-law**

1.2 The name of this By-law, for citation, is the “Fire By-law”.

**General Changes to Fire Code**

1.3 Council:

- (a) strikes out “Code” wherever it appears in the Fire Code, and substitutes “By-law”, except as otherwise specified in this By-law;
- (b) strikes out “British Columbia Fire Code” wherever it appears in the Fire Code, and substitutes “*Fire By-law*”;
- (c) strikes out “British Columbia Building Code” wherever it appears in the Fire Code and substitutes “*Building By-law*”;
- (d) strikes out “*authority having jurisdiction*” wherever it appears, except in Article 1.4.1.2., and substitutes “*Fire Chief*”;
- (e) strikes out “construction” wherever it appears and substitutes “*construction*”;  
and
- (f) strikes out “owner” wherever it appears and substitutes “*owner*”.



## SCHEDULE A

### Changes to Division A

Council amends the indicated provisions of Division A of the Fire Code as follows:

1. In Article 1.4.1.2. of Division A, Council:
  - (a) strikes out the definition of “authority having jurisdiction”;
  - (b) strikes out the definition of “building”; and
  - (c) in the appropriate alphabetical order, adds the following definitions:

*“Acceptable means acceptable to the Fire Chief.*

*Area of refuge means a space that facilitates a safe delay in egress, is sufficiently protected from fire conditions developing in the floor area, and provides direct access to an exit or fire fighters’ elevator.*

*Arts and culture indoor event means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, with or without liquor service, which occurs not more than three days per month in a building or a portion of a building not approved for assembly occupancy.*

*Blasting means to blow up, break apart or demolish any dirt, rocks, structures, materials or building using explosives.*

*Bottle rocket means a small tube containing explosive propelling charges secured to a stick that may be discharged from a bottle, pipe, or other container.*

*Building means building as defined in the Building By-law.*

*Building By-law means the current Building By-law of the City, as amended from time to time.*

*Chief Building Official means the Chief Building Official as defined in the Building By-law.*

*City means the City of Vancouver.*

*Construction means, with respect to a building or facility: erection, repair, alteration, enlargement, addition, demolition, deconstruction, removal and excavation.*

*Construction Safety Plan means a construction safety plan as defined in the Building By-law.*

*Constructor* means constructor as defined in the *Building By-law*.

*Consumer fireworks* mean *fireworks* that have been classified as Type F.1 in accordance with the Explosives Regulations of the Explosives Act (Canada), but does not include sparklers, Christmas crackers or caps for toy guns.

*Designer* means the person responsible for the design.

*Display fireworks* mean *fireworks* that have been classified as Type F.2 in accordance with the Explosives Regulations to the Explosives Act (Canada).

*Emergency response assistance plan* means an emergency response assistance plan in accordance with the Transportation of Dangerous Goods Regulation to the Transportation of Dangerous Goods Act (Canada).

*Explosives* mean explosives that are classified as authorized explosives by the Explosives Regulations to the Explosives Act (Canada) and includes *fireworks*.

*False Alarm* means the activation of a fire alarm system, or of a security system or similar system that is designed to notify the Fire Department of a fire or emergency, where:

- a) the Fire Department is notified directly or indirectly,
- b) the Fire Department attends, and
- c) there is no evidence of a fire or emergency.

*Field review* means a review of the work:

- at a *building* site, and
- where applicable, at locations where *building* components are fabricated for use at the *building* site

that a *registered professional* in his or her professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by a *registered professional*.

*Fire By-law* means the current Fire By-law of the *City*, as amended from time to time.

*Fire Chief* means the person appointed as such by City Council pursuant to the provisions of the Vancouver Charter and any person authorized to act on behalf of the *Fire Chief*.

*Firecrackers* means a type of *consumer firework* that produces or is capable of producing an explosion and sound without a pyrotechnic display.

*Firework or fireworks* means a device, or devices, containing an *explosive* capable of or discharged for the purpose of producing a pyrotechnic effect, a pyrotechnic signal or a sound signal and includes *consumer fireworks* and *display fireworks*.

*Fireworks Supervisor* means a person who is certified by Natural Resources (Canada) to discharge *display fireworks*.

*Incident* means an accident, occurrence or emergency and includes, but is not limited to, fires, spills or escapes of *dangerous goods*, rescue of persons and medical emergencies.

*Licensed Beverage Establishment* means an *assembly occupancy* or part thereof, where people may consume alcohol in a lounge, recreational centre, community hall, cabaret, pub, neighbourhood public house, marine public house, Class 2-restaurant as defined in the Zoning and Development By-law, or similar facility.

*Net floor area* means the *floor area* of a room intended for occupancy, excluding ancillary areas such as kitchens, washrooms, service rooms, janitor closets, cloakrooms, vestibules adjacent to designated entry or exit doors, structural elements and partitions, and fixtures permanently attached to the floor.

*One-family dwelling* means a *building* containing only one *dwelling unit*.

*One-family dwelling with secondary suite* means a *building* containing only two *dwelling units* of which the *secondary suite* is smaller than the principal residence.

*Owner* means the registered owner, a lessee, a sublessee, a holder of an agreement for sale and purchase, and, in the case of Crown-owned lands, *owner* shall mean the occupier.

*Permit* means permission or authorization in writing by the *Fire Chief*.

*Project* means any *construction, alteration* or demolition operation.

*Registered professional* means:

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

*Roman candle* means a *consumer firework* contained in a tube and capable of projecting or discharging a pyrotechnic effect or charge for a distance at least 3 m.



*Secondary suite* means that area of a *building* that is intended to be a *dwelling unit* that is smaller than the principal residence in the same *building*.

*Service agent* means a Registered Fire Protection Technician (RFPT) certified by the Applied Science Technologists and Technicians of British Columbia (ASTTBC) specifically for the testing, inspection and maintenance of fire safety installations and equipment.

*Special effects pyrotechnician* means a person who is certified by Natural Resources Canada to create and discharge a *pyrotechnic special effect*.

*Special effect pyrotechnics* means special effect pyrotechnics as defined in the Explosives Regulations to the Explosives Act (Canada).

*Spray area* means an area that is within 6 m of any part of a *spray booth* and is not separated from the *spray booth* by a vapour-tight separation.

*Spray booth* means a power-ventilated structure provided to enclose or accommodate a spraying operation so that spray vapour and residue can be controlled and exhausted.

*Storage garage* means a *building* or part thereof intended primarily for the storage or parking of motor vehicles and containing no provision for the repair or servicing of such vehicles.”

Schedule B

Changes to Division B of the Fire Code

Council amends the indicated provisions of Division B of the Fire Code as follows:

1. In Sentence 1.1.2.1.(1), Council strikes out “5.7” and substitutes “5.9”.
2. To Table 1.3.1.2., in alphabetical and numerical order, Council adds:

“

NRCan	2014	Special Effect Pyrotechnics Manual	5.1.1.2.(2)
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”

3. In Article 2.1.3.3., Council repeals Sentence (4), and adds:

“ 4) If more than one *smoke alarm* is required in a *dwelling unit*, every *smoke alarm* shall be wired so that the actuation of one *smoke alarm* will cause all *smoke alarms* within the *dwelling unit* to sound.

5) In a *building* containing a *one-family dwelling* with *secondary suite*, every *smoke alarm* shall be wired so that the actuation of one *smoke alarm* will cause all *smoke alarms* in the *building* to sound.

6) Except as permitted in Sentence (7), *smoke alarms* shall

- a) be installed with permanent connections to an electrical circuit,
- b) have no disconnect switches between the over current device and the *smoke alarm*, and
- c) be provided with a battery, as an alternative power source in case of interruption of the regular power supply, that is capable of providing power for no less than 7 days, followed by the sounding of an alarm for no less than 4 minutes.

7) *Smoke alarms* are permitted to be battery operated in

- a) a *building* which is not supplied with electrical power,
- b) a *one-family dwelling* that does not contain a *secondary suite*, or
- c) those locations in a *dwelling unit* where *smoke alarms* were not required by the *Building By-law* at the time of *construction* or *alteration* of the *dwelling unit*.”

4. In Table 2.16.1.1., after row (4) in the entry for “2.1.3.3 Smoke Alarms”, Council adds, in numerical order:

“

(5)	[F11, F81 - OS1.5]
(6)	[F11, F81 - OS1.5]

”

5. Council strikes out Article 2.4.5.1., and substitutes:

**“2.4.5.1. Prohibition of Open Air Fires**

A person shall not light or maintain an open air fire without first obtaining a *permit* from the *Fire Chief*. (See Appendix A)

**2.4.5.2. Conditions on Open Air Fire Permits**

1) The *Fire Chief* may put conditions on a *permit* for an open air fire, including but not limited to, conditions regarding

- a) establishment of a fire watch, and
- b) required fire protection equipment. (See Appendix A)

**2.4.5.3. Exception for Cooking Food**

1) Despite Sentence 2.4.5.1.(1), a person, on private property, may light or maintain an open air fire to cook food in a barbeque or similar equipment that is designed for such purpose and *acceptable* to the *Fire Chief*.”

6. Council strikes out Article 2.5.1.3., and substitutes:

**“2.5.1.3. Emergency Access to Roof and Floor Areas**

1) Where access to a roof is provided for firefighting purposes, keys for any locked roof access doors shall be kept on the premises in a secure location that is *acceptable* to the *Fire Chief* and accessible to firefighters.

2) Where access to locked *floor areas* may be necessary for emergency purposes, a master key that fits all locking devices on all doors leading from a *floor area* to an *exit* stair shall be kept on the premises in a secure location that is *acceptable* to the *Fire Chief* and accessible to firefighters.”

7. After Article 2.5.1.5., Council adds:

**“2.5.1.6. Requirements regarding Street Addresses**

1) Every *building*, including *buildings* under construction, shall be identified by the posting of an address that is easily visible from the *street* and complies with the requirements of the *Building By-law*.”

8. In Table 2.16.1.1., Council:

a) inserts, in the appropriate numerical order:

“

<b>2.5.1.6. Requirements regarding Street Addresses</b>	
(1)	[F12 - OP1.2]

[F12 - OS1.2]
---------------

”

b) strikes out the rows and columns referring to Article 2.5.1.3. and substitutes:

“

<b>2.5.1.3. Emergency Access to Roof and Floor Areas</b>	
(1)	[F12 - OP1.2]
	[F12 - OS1.2]
(2)	[F12 - OP1.2]
	[F12 - OS1.2]

”

9. Council strikes out Article 2.7.1.3., and substitutes:

**“2.7.1.3. Occupant Load**

1) Every *building* with an *assembly occupancy* over 60 persons must have an *occupant load permit*, except that the temporary use of a *building* with an *existing occupant load permit*, for an *arts and culture indoor event*, shall not require an *occupant load permit* provided that the temporary maximum permissible *occupant load* for the *arts and culture indoor event* has been calculated pursuant to the provisions of this By-law.

2) For the purpose of determining the maximum permissible *occupant load* after the *occupant load permit* is issued, the *Fire Chief* may refer to the *permit* or the approved plans attached to the *permit*, or both.

3) Except as provided in Sentences (7) and (8) the maximum permissible *occupant load* for a *floor area* or part of a *floor area* shall be the lesser of

a) the number of persons permitted for the type of use, based on the *net floor area*, and the area per person factor from Table 2.7.1.3., or in the case of *assembly occupancy* having fixed seats, the number of fixed seats, or

b) the *occupant load* for which *means of egress* are provided in conformance with Sentence (6).

4) The number of persons permitted to enter or remain in a *floor area* or part of a *floor area* shall not exceed the number on the *occupant load permit*. [see Appendix A]

5) Despite the provisions of Sentence (4), if an *occupant load permit* is not required, the number of persons permitted to enter or remain in a *floor area* or part of a *floor area* shall not exceed the *occupant load* as determined in accordance with this Article.

6) *Means of egress* shall be provided in *buildings* in conformance with the provisions of the *Building By-law* regarding *exit capacity*.

7) The *occupant load*, in a *building* that is not provided with a fire alarm system conforming to Subsection 3.2.4. of the *Building By-law*, shall not exceed

- a) 300 persons in the *building*, other than in open air seating areas,
- b) 150 persons in a *storey* above or below the *first storey* of the *building*, other than in open air seating areas,
- c) 40 persons in a school, college, child care facility, or day care facility located in the *building*, and
- d) 150 persons in a *licensed beverage establishment* or a restaurant located in the *building*.

8) Where Table 2.7.1.3. does not specify the type of use, the figure 1.2 m<sup>2</sup> per person shall be used to determine the *occupant load* under Clause 2.7.1.3.(3)(a), unless the *Fire Chief* permits a greater *occupant load* based on similar uses and the fire hazards associated with the premises.

**Table 2.7.1.3.  
Occupant Load**  
Forming Part of Article 2.7.1.3.

Type of Use	Area per person m <sup>2</sup>	Type of Use	Area per person m <sup>2</sup>
Assembly Uses		Business and personal services uses	
Space with fixed seats	(1)	personal services shops	4.60
Space with non-fixed seats	0.75	offices	9.30
Stages for theatrical performances	0.75	Mercantile uses	
Space with non-fixed seats and tables	0.95	<i>Basements and first storeys</i>	3.70
Standing space	0.40	Second storeys having a principal entrance from a pedestrian thoroughfare or a parking area	3.70
Stadia and grandstands	0.60	Other storeys	5.60
Bowling alleys, pool and billiard rooms	9.30	Industrial uses	
Classrooms	1.85	Manufacturing or process rooms	4.60
School shops and vocational rooms	9.30	Storage garages	46.00
Reading or writing rooms or lounges	1.85	Storage spaces (warehouse)	28.00
dining, beverage and cafeteria space	1.20	Aircraft hangars	46.00
Laboratories in schools	4.60	Other uses	
<i>Licensed Beverage Establishments</i>	1.20	Cleaning and repair goods	4.60
Care or detention uses		Kitchens	9.30
Treatment and sleeping room areas	10.00	Storage	46.00
Detention quarters	11.60	Public corridors intended for occupancies in addition to pedestrian travel	3.70
Residential uses			
<i>Dwelling units</i>	(2)		
Dormitories	4.60		

Notes to Table 2.7.1.3.:

(1) The number of seats in an *assembly occupancy* having fixed seats

(2)  $\frac{2}{3}$  persons per sleeping room in a *dwelling unit*."

10. To Table 2.16.1.1., Council strikes out the entry for “2.7.1.3. Occupant Load”, substitutes:

“

<b>2.7.1.3. Occupant Load</b>	
(1)	[F10 - OS3.7]
	[F11 - OS1.5]
(4)	[F10 - OS3.7]
	[F11 - OS1.5]

”

11. In Article 2.7.1.4., Council strikes out Sentence (1) and substitutes:

“1) In an *assembly occupancy* with a maximum permissible *occupant load* greater than 60 persons, the *occupant load* shall be posted in an *acceptable* form and in a conspicuous location near each of the principal entrances to any room or *floor area*.”

12. After Subsection 2.7.3., Council adds:

**2.7.4. Areas of Refuge**

**2.7.4.1. Maintenance of Areas of Refuge**

- 1) An *area of refuge* shall be
  - a) free of all materials, objects or obstructions,
  - b) used only for its intended purpose, and
  - c) identified by a sign reading ‘REFUGE AREA KEEP CLEAR’ that is in an *acceptable* form and has lettering not less than 50 mm high with a 12 mm stroke.”

13. In Table 2.16.1.1., after the entry for “2.7.3.1. Installation and Maintenance”, Council adds:

“

<b>2.7.4.1. Maintenance of Areas of Refuge</b>	
(1)	[F82 - OS1.2] [ F10,F12 - OS3.7][F30 - OS3.1][F43-OS3.4]
	[F10, F12, F82 - OS1.5]

”

14. In Article 2.8.2.1., after Sentence (2), Council adds:

- “3) The fire safety plan shall be resubmitted for review and approval by the *Fire Chief* if
- a) any renovation, alteration, or change of *occupancy* occurs in the *building*, or
  - b) there is a change in the type or amount of *dangerous goods* stored in the *building*.”

15. In Table 2.16.1.1., after row (2) in the entry for “2.8.2.1. Measures in a Fire Safety Plan”, Council adds:

“

(3)	[F13, F12 - OP1.2] [F02, F82 - OP1.2]
	[F11, F13, F12, F10 - OS1.5, OS1.2] [F02, F82 - OS1.2]

”

16. In Article 2.8.2.4., Council:

- (a) in Sentence 2.8.2.4. (1), strikes out “requirements of Sentence 2.8.2.1.(1), includes” and substitutes “requirements of Sentence 2.8.2.1.(1), provide a fire fighting operations manual that includes, but is not limited to”; and
- (b) after Sentence (1), adds:

“2) A copy of the fire fighting operations manual referred to in Sentence (1) shall be

- a) provided by the *owner* to the *Fire Chief*,
- b) amended by the *owner* if required by the *Fire Chief*, to the satisfaction of the *Fire Chief* and
- c) kept in an *acceptable* operations box installed at the central alarm and control facility.”

17. After Article 2.8.3.2, Council adds:

**“2.8.3.3. Log Books**

- 1) The *owner* shall
  - a) record fire drills in a log book,
  - b) keep the log book on the premises, and
  - c) produce the log book to the *Fire Chief* upon request.”

18. In Article 2.13.2.5., after Sentence (1), Council adds:

- “2) The *owner* shall
- a) record inspections of separators in a log book,
  - b) keep the log book on the premises, and
  - c) produce the log book to the *Fire Chief* upon request.”

19. In Article 3.1.2.4., Council strikes out Sentence (2) and substitutes:

- “2) Cylinders of Class 2 gases that are in storage shall be
- a) protected against valve damage (see Appendix A),
  - b) firmly secured in a position that will not interfere with the operation of the cylinder valve assembly, and
  - c) labeled with an *acceptable* tag.”

20. In Article 4.3.1.7., after Sentence (1), Council adds:

“2) Every aboveground *storage tank* shall have its contents identified on at least 2 sides in letters that are legible from outside a secondary containment area or from 4.5 m, whichever is the greater distance.”

21. In Article 4.3.16.1, after Sentence(1), Council adds:

“2) If the soil surrounding a *storage tank* described in Sentence (1) is contaminated, the soil shall be replaced with clean fill.”

22. In Table 4.12.1.1., after row (1) in the entry for “4.3.16.1            **Underground Storage Tanks**”, Council adds:

“

(2)	[F44 - OH5]
-----	-------------

”

23. In Article 5.1.1.2., Council strikes out Sentence (1) and substitutes:

“1) The manufacturing, handling, transportation, sale and use of Class 1 *dangerous goods* shall conform to

- a) the requirements of Section 5.7 of this By-law, and
- b) the Explosives Act , R.S.C., 1985, c. E-17, and its Regulations.

2) The handling and discharge of *pyrotechnic special effects* shall conform to

- a) the requirements of Section 5.7 of this By-law, and
- b) the “Pyrotechnic Special Effects Manual” published by Natural Resources Canada.”

24. In Article 5.1.1.3., Council strikes out Sentence (1) and substitutes:

“1) The handling, and discharge of *fireworks* shall conform to

- a) the requirements of Section 5.7 of this By-law, and
- b) the NRCan 2002, “Display *Fireworks* Manual.”

25. After Sentence 5.4.5.2.(1), Council adds:

“2) Notwithstanding other requirements in this Part, all *spray booths*, exhaust and *spray areas* shall be protected with an automatic fire suppression system.”

26. In Section 5.7, Council:

- a) re-numbers Section 5.7, Subsection 5.7.1. and Article 5.7.1.1. as Section 5.9, Subsection 5.9.1. and Article 5.9.1.1. respectively;



- b) in re-numbered Article 5.9.1.1. strikes out “Table 5.7.1.1.” and substitutes “Table 5.9.1.1.”;
- c) re-names Table 5.7.1.1. as Table 5.9.1.1., strikes out the reference to “Sentence 5.7.1.1.(1)” wherever it appears in the title to re-named Table 5.9.1.1., and substitutes “Sentence 5.9.1.1.(1)”;
- d) at the end of Table 5.9.1.1., strikes out the words “Notes to Table 5.7.1.1.” and substitutes “Notes to Table 5.9.1.1.”

27. In re-numbered Table 5.9.1.1., under “**5.4.5.2. Design, Operation and Maintenance**”, Council adds, after row (1):

“  

(2)	[F02 - OP1.2]
-----	---------------

”

28. After Section 5.6, Council adds:

**“Section 5.7 Additional Requirements for Fireworks and Explosives**

**5.7.1. Fireworks**

**5.7.1.1. Fireworks Permits**

1) No person shall purchase, sell, offer for sale, transport, store, possess or discharge *fireworks* without first obtaining a *permit* from the *Fire Chief*.

**5.7.1.2. Conditions on Permits**

1) The *Fire Chief* may add conditions to a *fireworks permit*, including but not limited to, conditions regarding

- a) the location and methods of storage of *fireworks*,
- b) the time and location of the discharge of *fireworks*, and
- c) the maximum distance or volumetric space within which a *pyrotechnical special effect* may be discharged.

**5.7.1.3. General Regulations**

1) No person shall purchase, sell, offer for sale, supply, possess or discharge *firecrackers, bottle rockets, or roman candles*.

2) No person shall sell, offer for sale, give or supply *fireworks* to a person under the age of 19 years.

3) No person shall point, direct or throw *fireworks* towards any person, animal, *building* or thing.

4) No person under 19 years of age shall possess or discharge *fireworks*.

5) No person shall purchase, sell, offer for sale, possess, or discharge *fireworks* that produce only

- a) noise without light, or
- b) noise with a single flash of light.

#### 5.7.1.4. Seizure of Unlawful Fireworks

1) The *Fire Chief* may seize *fireworks* that are sold, offered for sale, supplied, transported, stored, possessed or used in violation of this By-Law and may dispose of such *fireworks* without compensation to any person.

#### 5.7.1.5. Consumer Fireworks

1) No person shall sell, offer for sale or supply *consumer fireworks* to a person other than the holder of a *consumer fireworks permit*.

2) No person shall sell, offer for sale, supply or possess *consumer fireworks* except between October 25<sup>th</sup> and October 31<sup>st</sup> of each calendar year.

3) A person who sells or supplies *consumer fireworks* to a *consumer fireworks permit* holder shall

- a) ensure that the *consumer fireworks permit* is current,
- b) require the *consumer fireworks permit* holder to produce the two pieces of identification referred to in Sentence (6), and
- c) comply with any applicable conditions on the *consumer fireworks permit*.

4) No person shall possess or discharge *consumer fireworks* unless that person is the holder of a *consumer fireworks permit*.

5) The holder of a *consumer fireworks permit* shall comply with the conditions on the *consumer fireworks permit*.

6) A person who is at least 19 years of age may apply to the *Fire Chief* for a *consumer fireworks permit*, and shall

- a) submit
  - i) a *permit* application in the form and manner prescribed by the *Fire Chief*,
  - ii) two pieces of identification,
  - iii) an authorization signed by the property owner or property owner's agent, if the proposed discharge of *consumer fireworks* is to occur on property not owned by the applicant, and
  - iv) such other information or material as the *Fire Chief* may require; and

b) successfully complete the Fire Department test regarding handling of *fireworks*, to the satisfaction of the *Fire Chief*.

7) The *Fire Chief* may refuse to issue a *consumer fireworks permit*, if

- a) the applicant fails to comply with the requirements of Sentence (6),

- b) the applicant provides false or inaccurate information on the application for the *consumer fireworks permit*,
  - c) the *Fire Chief* does not approve the proposed location for the discharge of *fireworks*, or
  - d) this By-law otherwise authorizes the *Fire Chief* to refuse to issue a *permit*.
- 8) The *Fire Chief* may issue a *consumer fireworks permit*, and may impose conditions on the *permit*, regarding
- a) the location of the discharge of *firework*,
  - b) the times during which the discharge of *consumer fireworks* may occur,
  - c) fire safety precautions, and
  - d) storage of the *consumer fireworks*.
- 9) A person who holds a *consumer fireworks permit* shall only discharge *consumer fireworks* on October 31<sup>st</sup>, or, if October 31<sup>st</sup> falls on a Sunday, on October 30<sup>th</sup>.
- 10) The *Fire Chief* may revoke a *consumer fireworks permit*, if
- a) the holder of the *consumer fireworks permit*
    - i) provides false or inaccurate information on the application for the *consumer fireworks permit*,
    - ii) violates any applicable law or any condition of the *permit*, or
    - iii) acts in a manner that endangers property or public safety,
  - b) the discharge of *fireworks* would, in the opinion of the *Fire Chief*, endanger property or public safety, due to environmental or weather conditions, or
  - c) this By-law otherwise authorizes the *Fire Chief* to revoke a *permit*.
- 11) A *consumer fireworks permit*
- a) is only valid for the discharge of *fireworks* at the location and during the days and times specified in the *consumer fireworks permit*, and
  - b) is not transferable.
- 12) A person who sells or disposes of *consumer fireworks* to the public shall not store, display or sell *consumer fireworks* in a *building* containing a *care or detention occupancy*, or a *residential occupancy*, except in a fully *sprinklered building* in a *suite* which is separated from the remainder of the *building* by a 2 h *fire separation* of concrete or masonry.
- 13) A person who sells or disposes of *consumer fireworks* to the public in a *suite* in accordance with Sentence (12) shall not:
- a) display more than 25 kg (55 lbs) of *consumer fireworks* on the premises,
  - b) store more than 100 kg (220 lbs) of *consumer fireworks* on the premises, or
  - c) smoke, or suffer, permit or allow any person to smoke, in any room where *consumer fireworks* are stored, displayed or sold.
- 14) A person who sells or disposes of *consumer fireworks* to the public shall:

- a) provide at least one portable fire extinguisher with a rating of not less than 4A:80B:C, in good working order, in every room where *consumer fireworks* are stored, displayed or sold, and
- b) post a “No Smoking” sign in a visible location in every room where *consumer fireworks* are stored, displayed or sold.

#### **5.7.1.6. Display Fireworks and Special Effect Pyrotechnics**

- 1) No person shall possess or discharge *display fireworks* or *special effect pyrotechnics* without first obtaining a *permit* from the *Fire Chief*.
- 2) An application for a *permit* to authorize the possession or discharge of *display fireworks* shall be made in person to the *Fire Chief* by the *fireworks supervisor* or *special effects pyrotechnician* responsible for the display.
- 3) An application for a *permit* to authorize the possession or discharge of *special effect pyrotechnics* shall be made in person to the *Fire Chief* by the *special effects pyrotechnician* responsible for the display.
- 4) Proof of liability insurance *acceptable* to the *Fire Chief* shall accompany all applications for *permits* for *display fireworks* or *special effect pyrotechnics*.

#### **5.7.2. Explosives**

##### **5.7.2.1. Explosives Permits**

- 1) No person shall store, possess or use *explosives* without first obtaining a *permit* from the *Fire Chief*.

##### **5.7.2.2. Permit Conditions**

- 1) The *Fire Chief* may add conditions to an *explosives permit*, including but not limited to, conditions regarding
  - a) insurance,
  - b) timing and extent of notice to the public,
  - c) public safety,
  - d) traffic control and road closures,
  - e) site safety and security,
  - f) the location and methods of storage of *explosives*, and
  - g) the time and location of the discharge of *explosives*.

##### **5.7.2.3. Blasting Regulations**

- 1) No person shall carry on any *blasting* without first obtaining an *explosives permit* from the *Fire Chief*.
- 2) The person applying for an *explosives permit* shall provide information to the satisfaction of the *Fire Chief* regarding liability insurance, site security measures and emergency contacts.

- 3) No person shall carry on *blasting* unless they are licensed to do so under the Explosives Act (Canada).
- 4) No person shall carry on *blasting* until advance written notification has been given to the public to the satisfaction of the *Fire Chief*.
- 5) The licensed person carrying on *blasting* shall supervise all preparations before, during and after the *blasting*.
- 6) The licensed person carrying on *blasting* shall take all precautions necessary for the protection of persons and property in the vicinity, including but not limited to
  - a) securing a clearance area around the *blasting* site, and
  - b) using *acceptable* means to contain any flying material resulting from *blasting*.
- 7) No person shall possess, store or keep at the *blasting* site a greater amount of *explosives* than is reasonably necessary to carry out *blasting*.

### 5.7.3. Transporting Explosives and Fireworks in the City

#### 5.7.3.1. Notification Requirement

- 1) A person who transports more than 125 kg of *fireworks* or *explosives* in the *city* shall, at least eight hours before transporting the *fireworks* or *explosives* in the *city*,
  - a) notify the *Fire Chief* of the type and quantity of *fireworks* or *explosives*,
  - b) notify the *Fire Chief* of the date and time of transport, the proposed route and the destination of the *fireworks* or *explosives*, and
  - c) provide the *Fire Chief* with a copy of an *emergency response assistance plan* upon request.

## Section 5.8 Nuclear Weapons

### 5.8.1. General

#### 5.8.1.1. Prohibition

- 1) No person shall possess or store a nuclear weapon in the *city*.”

29. After Article 6.1.1.4., Council adds:

#### “6.1.1.5. Service Agents

- 1) A *service agent* shall test, inspect, repair and maintain all fire protection systems, fire pumps, emergency power systems and commercial kitchen exhaust systems. (See Appendix A.)
- 2) A *service agent* shall service portable fire extinguishers in compliance with CAN/ULC-S532 “A Standard for the Regulation of the Servicing of Portable Fire Extinguishers”.

3) Where a *service agent* has carried out tests, inspections, repairs or maintenance pursuant to Sentence (1) the *service agent* shall ensure that the equipment that has been tested, inspected, repaired or maintained is labelled with a securely affixed tag showing the date of the testing, inspection, repair or maintenance, the name and signature of the *service agent*, and if applicable, any additional work required.

4) The *owner* shall ensure that a tag referred to in Sentence (3) is securely affixed to the equipment and displayed at all times.”

30. In Table 6.8.1.1., after the row for 6.1.1.4., Council adds:

“

6.1.1.5. Service Agents	
(1)	[F82-OP1.4]
	[F82-OS1.4]

”

31. After Article 6.1.1.5, Council adds:

**“6.1.1.6. False Alarms**

1) An *owner* or occupier shall test, repair and maintain in good working order any fire alarm system, and any security system or other system designed to notify the fire department of a fire or emergency, in order to prevent *false alarms*.(see Appendix A and Article 6.1.1.5)”

32. After Sentence 6.4.1.1.(1), Council adds:

“ 2) No person shall remove a fire hose from a hose cabinet or hose rack, without the permission of the *Fire Chief*.

3) Whenever a fire hose is removed from a hose cabinet or hose rack, a substitute fire hose meeting the requirements of Sentence (4) shall be immediately installed in its place.

4) A substitute fire hose shall meet the design and design verification test in conformance with either NFPA 1961 “Standard on Fire Hose” or ULC S511 “Standard for Rubber Lined Fire Hose”. ”

33. After Sentence 7.1.1.4.(5), Council adds:

“6) The standard symbol identifying an elevator for use by firefighters shall be maintained in an *acceptable* condition.”

34. In Appendix A, Council:

- a) re-numbers “A-2.7.1.3.(1)” as “ A-2.7.1.3.(2)” ; and
- b) after A-6.1.1.4.(1) , adds:

“A-6.1.1.6.(1)

*False alarms* include, but are not limited to

- i) the activation of a fire alarm system during its testing,
- ii) a fire alarm system activated by mechanical failure, malfunction, or faulty equipment,
- iii) a fire alarm system activated by atmospheric conditions, vibrations, or power failure, or
- iv) a fire alarm system activated by user error.

The cause of excessive *false alarms* should be investigated. Fire alarm systems which have been designed, installed, or maintained improperly should be repaired or rectified by a qualified person. During routine testing of a fire alarm system, procedures should be in place to prevent an inadvertent signal to the Fire Department.”

## Schedule C

### Changes to Division C of the Fire Code

1. Council strikes out Part 1 of Division C of the Fire Code, and substitutes:

**“ PART 1  
General**

**Section 1.1. Application**

**1.1.1. Interpretation and Intent**

**1.1.1.1. Interpretation**

- 1) This By-law shall, despite any other provision herein, be interpreted in accordance with this Section.
- 2) The Schedules attached to this By-law form part of this By-law.
- 3) This Part applies to all *buildings* and facilities covered by this By-law. (See Article 1.1.1.1. of Division A)
- 4) Words and phrases used in Division C that are not included in the list of definitions in Article 1.4.1.2. of Division A shall have the meanings that are commonly assigned to them in the context in which they are used, taking into account the specialized use of terms by the various trades and professions to which the terminology applies.
- 5) Where objectives and functional statements are referred to Division C, they shall be the objectives and functional statements described in Division A, Parts 2 and 3.
- 6) Where acceptable solutions are referred to in Division C, they shall be the provisions stated in Division B, Parts 2 to 7.
- 7) Where alternative solutions are referred to Division C, they shall be the alternative solutions mentioned in Division A, Clause 1.2.1.1. (1)(b).
- 8) The words and terms in italics in Division C shall have the meanings assigned to them in Division A, Article 1.4.1.2.
- 9) The symbols and other abbreviations in Division C shall have the meanings assigned to them in Division A, Article 1.4.2.1.

**1.1.1.2. Intent**

- 1) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the *city*, the *Fire Chief* or any employee of the *city* to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the



incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. Accordingly, words in this By-law defining the responsibilities and authority of the *Fire Chief* shall be construed as internal administrative directions which do not create a duty.

#### **1.1.1.3. Reliance on Registered Professionals**

1) The *city* and the *Fire Chief* do not have the resources to deal with matters which fall within the expertise of *registered professionals* and the *city* and the *Fire Chief* rely on letters of opinion, documents sealed with professional seals, and related documents received from *registered professionals*, and on *field reviews* carried out by or under the supervision of *registered professionals*, as evidence that the design and *construction* of *buildings* and facilities complies with the provisions of this By-law, including alternate solutions, and complies with any other applicable enactments.

#### **1.1.1.4. No Representation or Warranty**

1) No person shall rely on a *permit* issued by the *Fire Chief* or an inspection carried out by the *Fire Chief* as establishing compliance with this By-Law or any other enactment or assume or conclude that this By-Law has been administered or enforced according to its terms.

2) All persons shall make such independent investigations as they deem necessary to determine whether a *building* or facility complies with this By-law or any other enactment.

### **Section 1.2. General Prohibitions**

#### **1.2.1. Prohibitions**

##### **1.2.1.1. Contravention**

1) No person shall fail to comply with an order or notice issued by the *Fire Chief*.

##### **1.2.1.2. No Work Without Permit**

1) No person shall carry out work or *construction*, or authorize work or *construction*, for which a *permit* is required, on or in a *building*, facility, or premises unless a valid *permit* exists for the work or *construction*.

2) No person shall permit, suffer or allow work or *construction* for which a *permit* is required, to remain on or in a *building*, facility or premises unless a valid *permit* exists for the work or *construction*.

##### **1.2.1.3. Compliance with Conditions of Permit**

1) No person shall fail to comply with the conditions of a *permit*.

#### 1.2.1.4. Prior Approval of Deviation

1) No person shall deviate from the plans and supporting documents forming a part of the *permit*, without having first paid all necessary fees and obtained all necessary *permits* and approvals from the *Fire Chief*.

#### 1.2.1.5. Permits for Equipment and Facilities

1) No person shall install, operate or modify any *spray booth*, *storage tank* or other facility or equipment for which a *permit* is required, without first obtaining such *permit* from the *Fire Chief*.

2) No person shall install, remove or abandon in place any aboveground or underground *storage tank* without first obtaining a *permit* from the *Fire Chief*.

#### 1.2.1.6. Compliance with By-law and Other Enactments

1) No person shall undertake any *construction*, *work* or *occupancy*, or permit, suffer or allow any *construction*, *work* or *occupancy* that is in contravention of this By-law or any other enactment.

#### 1.2.1.7. False Information

1) No person shall submit false or incorrect information to the *Fire Chief*.

#### 1.2.1.8. Tampering with a Posted Notice or Order

1) No person, except for the *Fire Chief*, shall reverse, alter, deface, cover, remove or in any way tamper with any notice or order which has been posted on or affixed to a *building* or facility pursuant to this By-law.

#### 1.2.1.9. Obstruction

1) No person shall obstruct the *Fire Chief* or a member of the Fire Department authorized by the *Fire Chief* in carrying out an inspection pursuant to this By-law.

2) No person shall prevent the *Fire Chief* or a member of the Fire Department authorized by the *Fire Chief* from entering a building or premises at any reasonable time for the purpose of administering and enforcing this By-law.

#### 1.2.1.10. Conduct at Fires and Emergencies

1) No person shall hinder or obstruct a member of the Fire Department who is attempting to extinguish a fire, control a *dangerous goods incident* or respond to an emergency.

2) No person shall fail to comply with the verbal order of a member of the Fire Department who is attempting to extinguish a fire, control a *dangerous goods incident* or respond to an emergency.

- 3) No person shall refuse to give information with respect to any fire, *dangerous goods incident* or emergency when requested to do so by any member of the Fire Department.
- 4) No person shall refuse to permit the entry of any member of the Fire Department onto any premises in respect of which a call for emergency assistance has been received.
- 5) No person shall refuse to permit the entry of any member of the Fire Department onto premises in respect of which the member reasonably believes that a condition exists which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property.

#### **1.2.1.11. Interference with Firefighting Equipment**

- 1) No unauthorized person shall climb or ride on or interfere with any fire truck or firefighting equipment or apparatus.
- 2) No person shall park a vehicle on a fire hose.

### **Section 1.3. Obligations of the Owner or Constructor**

#### **1.3.1. Obligations**

##### **1.3.1.1. Posting a Permit**

- 1) The *owner* or *constructor* shall ensure that the *permit* authorizing the work or *occupancy*, or a true copy of the *permit*, is posted conspicuously on the site or is affixed to a *building* during the entire *project*.

##### **1.3.1.2. Compliance with By-law and Other Enactments**

- 1) The issuance of a *permit*, the acceptance of plans and supporting documents submitted for a *permit*, or the making of inspections by the *Fire Chief* shall not relieve the *owner* or *constructor* of a *building*, premises or facility from the full responsibility for carrying out the work or maintaining the use and *occupancy* in accordance with this By-law and all other applicable enactments.

##### **1.3.1.3. Tests to Establish Compliance**

- 1) Where required by the *Fire Chief* the *owner* or *constructor* shall make or have made, at the *owner's* or *constructor's* expense, tests or inspections, as necessary to establish compliance with this By-law and shall promptly provide a copy of all such tests or inspection reports to the *Fire Chief*.

##### **1.3.1.4. Service of Systems and Display of Service Tags**

- 1) The *owner* shall ensure that all fire protection systems, fire pumps, emergency power systems and commercial kitchen exhaust systems are tested, inspected, repaired and maintained by a *service agent*, in accordance with this By-law.
- 2) The *owner* shall ensure that all equipment tags referred to in Sentence 6.1.1.5. (3) are

securely affixed to the equipment and displayed at all times.

**1.3.1.5. Request for Inspection**

1) The *owner* or *constructor* shall give at least 24 hours notice to the *Fire Chief* when requesting an inspection of work that is required or ordered to be inspected.

**1.3.1.6. Covering Work Prior to Inspection**

1) The *owner* or *constructor* shall not cover work prior to inspection.

**1.3.1.7. Uncovering Work**

1) The *owner* or *constructor* shall uncover any work that has been covered without inspection, when required to do so by the *Fire Chief*.

2) An *owner* or *constructor* who is required to uncover work by the *Fire Chief* shall uncover and replace such work at the *owner's* or *constructor's* expense.

**1.3.1.8. Re-Inspection of Work Done With Permit**

1) If, during an inspection by the *Fire Chief* of a *project* carried out under *permit*, faulty or incomplete work or faulty materials are discovered, the *owner* or *constructor* shall apply for a re-inspection.

2) Every applicant for an re-inspection of a *project* carried out under *permit*, shall pay the applicable re-inspection fee set out in the Fee Schedule attached to this By-law, prior to the re-inspection.

**1.3.1.9. Final Inspection of Work Done With Permit**

1) Before the *owner* or *constructor* calls for a final inspection from the *Fire Chief*, the *owner* or *constructor* shall deliver to the *Fire Chief* a letter of assurance and any supporting documents requested by the *Fire Chief*, in a form acceptable to the *Fire Chief*, confirming that the *construction*, installation or operation substantially complies with this By-law and other applicable *City* by-laws.

**1.3.1.10. Additional Inspection Following Fire Safety Inspection**

1) If, during a routine inspection by the *Fire Chief* of a building, facility or premises, contraventions of this By-law related to fire safety are discovered, the *owner* shall apply for an additional inspection.

2) Every applicant for an additional inspection shall pay the applicable additional inspection fee set out in the Fee Schedule attached to this By-law, prior to the additional inspection.

**1.3.1.11. Removing Hazardous Condition**

1) When a condition exists which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property exists in a *building* or part thereof or in a facility, the *owner* or *constructor* shall forthwith take all necessary action to remove the hazard or risk.

#### **1.3.1.12. Cleanup and Costs of Dangerous Goods Incident**

- 1) In the event of a *dangerous goods incident*, the *owner*, the *constructor* and the person manufacturing, handling or transporting the *dangerous goods* shall:
  - a) provide all equipment and materials necessary for the safe containment and removal of the *dangerous goods*,
  - b) forthwith clean up any area or *street* affected by the *dangerous goods incident*, at the cost of the *owner* or other responsible person, to the satisfaction of the *Fire Chief*, and
  - c) reimburse the *City* for any damages, costs and expenses incurred by the *City* as a result of the *dangerous goods incident*.

#### **1.3.1.13. Street Addresses**

- 1) An *owner* shall not post any number or letter on a *building* or *suite* entry except for the street address or suite number that has been designated by the *Chief Building Official* pursuant to the *Building By-law*.
- 2) An *owner* shall place and maintain the designated street address or suite number in accordance with the provisions of the *Building By-law*.

#### **1.3.1.14. Construction Safety**

- 1) An *owner* or *constructor* who is carrying on work pursuant to this By-law shall ensure that all applicable enactments relating to *construction* safety are complied with.

#### **1.3.1.15 False Alarms**

- 1) The *owner* or occupier of a *building* in which there have been three or more *false alarms* in a calendar year shall
  - a) comply with any order issued by the *Fire Chief* regarding the prevention of *false alarms*, and
  - b) pay the applicable *false alarm* fee set out in the Fee Schedule to this By-law.

### **Section 1.4. Authority of the Fire Chief**

#### **1.4.1. Administration**

##### **1.4.1.1. Administrator**

- 1) The *Fire Chief* is authorized to administer and enforce this By-law.

##### **1.4.1.2. Filing Documents**

- 1) The *Fire Chief* is authorized to keep copies of applications received, *permits* and orders issued, inspections and tests made and papers and documents connected with the administration of this By-law for such time as is required by law.

##### **1.4.1.3. Inspection of Records**

- 1) The *Fire Chief* is authorized to provide plans and documents filed pursuant to the

provisions of this By-law for inspection, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

#### **1.4.1.4. Fees for Inspection of Records**

1) The *Fire Chief* shall charge a fee as set out in the Fee Schedule, payable in advance, for the inspection of records in accordance with this By-law.

#### **1.4.1.5. Recovery of False Alarm Fees**

1) A *false alarm* fee that has not been paid by an *owner* or occupier may be recovered by the *Fire Chief* by insertion on the real property tax roll.

#### **1.4.2. Authorities**

##### **1.4.2.1. Power of Entry**

1) The *Fire Chief* may enter any *building*, premises or motor vehicle at any reasonable time, for the purpose of administering or enforcing this By-law or inspecting for conditions which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property.

##### **1.4.2.2. Power to Investigate Fires**

1) The *Fire Chief* may inquire into, investigate and record the cause of fires occurring in the *City*.

2) The *Fire Chief* may enter and examine any *building*, premises, motor vehicle, vessel, or railway rolling stock where a fire has occurred, for the purpose of inquiring into, investigating or recording the cause of the fire.

##### **1.4.2.3. Construction Safety**

1) The *Fire Chief* may review a *Construction Safety Plan* and may require that the *Construction Safety Plan* be changed or amended.

##### **1.4.2.4. Permit Issuance**

1) The *Fire Chief* shall issue a *permit* when the applicable requirements of this By-law have been met.

##### **1.4.2.5. Permit Refusal**

1) The *Fire Chief* may refuse to issue a *permit*:

- a) if drawings, plans or supporting documents are incomplete or do not comply with the provisions of this By-law,
- b) if drawings, plans or supporting documents contain false or incorrect information,
- c) for any activity, *construction*, work or *occupancy* that would not be permitted by this By-law or by another enactment, or

d) for any activity, *construction*, work or *occupancy* that, in the opinion of the *Fire Chief*, might cause fire or explosion, or increase the risk of fire, explosion or danger to persons or property.

2) The *Fire Chief* shall provide reasons for the refusal to issue a *permit*, on the request of an applicant or *owner*.

#### 1.4.2.6. Conditions on Permits

1) The *Fire Chief* may impose conditions on *permits* including, but not limited to, conditions regarding:

- a) notifications and notices,
- b) timing of permitted activities,
- c) use and *occupancy*,
- d) upgrading requirements for fire and life safety systems,
- e) health and safety,
- f) design requirements,
- g) *construction* requirements,
- h) timing of *construction*,
- i) deadlines for completion of *construction*,
- j) time limits and expiry of *permits*,
- k) *field reviews* and inspections,
- l) responsibilities of the *owner*, *constructor*, and *registered professional*, and
- m) letters of opinion from *registered professionals* assuring that the design, *construction*, use or *occupancy*, of a *building* or premises, or the operation of a facility, complies with the provisions of this By-law.

#### 1.4.2.7. Permit Suspension

1) The *Fire Chief* may suspend a *permit* by issuing an order to stop the work or activity authorized by the *permit*.

#### 1.4.2.8. Permit Revocation

1) A *permit* issued under this By-law may be revoked by the *Fire Chief* if, in the opinion of the *Fire Chief*:

- a) the *permit* is used by a person other than the person to whom it was issued,
- b) the *permit* is used for a location other than that for which it was issued,
- c) the *permit* holder fails to comply with a condition of the *permit*,
- d) the *permit* was issued on the basis of false or incorrect information,
- e) the *permit* was issued in error,
- f) the work or activity authorized by the *permit* is unsafe or unlawful, or
- g) the *permit* holder has failed to pay the requisite *permit* fee.

#### 1.4.2.9. Inspection before Permit

1) Before issuing a *permit* the *Fire Chief* may inspect the proposed location of the work or activity for which the *permit* is sought.

#### **1.4.2.10. Expiry of Permit**

1) Except as otherwise provided in this By-law, a *permit* shall expire and the rights of the *owner* under the *permit* shall terminate on the expiry date noted on the *permit*.

#### **1.4.2.11. Permit Extension**

1) The *Fire Chief* may extend a *permit* in accordance with this By-law.

#### **1.4.2.12. Application to Fire Chief for Permit Extension**

1) An *owner* who wishes to seek an extension of a *permit* shall make application to the *Fire Chief* prior to the expiry of the *permit*.

2) An *owner* who wishes to seek an extension of a *permit* shall submit the application in writing accompanied by the requisite extension fee.

#### **1.4.2.13. Extension of Permit by Fire Chief**

1) If the *Fire Chief* is of the opinion that substantial completion of the work has been prevented because of exceptional circumstances, the *Fire Chief* may extend the *permit*, provided that, in the meantime, no applicable amendments have been made to this By-law.

#### **1.4.2.14. Proof of Compliance**

1) The *Fire Chief* may direct that tests of materials, equipment, devices, or *construction* be made, or sufficient evidence or proof be submitted, at the expense of the *owner*, where, in the opinion of the *Fire Chief*, such evidence or proof is necessary to determine whether the material, equipment, device, or *construction* complies with this By-law.

#### **1.4.2.15. Hazardous Condition**

1) Where in the opinion of the *Fire Chief* a condition exists which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property, the *Fire Chief* may take all reasonable and necessary steps to remove the hazard or risk.

#### **1.4.2.16. Order to Remove Hazardous Condition**

1) Where in the opinion of the *Fire Chief*, a condition exists which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property, the *Fire Chief* may issue an order to the *owner*, requiring removal of the hazard or risk within a specified time.

2) Where in the opinion of the *Fire Chief*, a condition exists in a *building* which may cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property, the *Fire Chief* may issue an order to the *owner*, requiring the installation of *fire protection systems*, and may specify the type of installation required.

3) The *Fire Chief* may order the dilution, neutralization or removal of any materials which, in the opinion of the *Fire Chief*, have been contaminated as the result of an *incident* involving *dangerous goods*.



#### 1.4.2.17. Order to Provide Hazardous Condition Report

1) Where as the result of the failure of a facility, equipment or an excavation, a condition exists that causes or has the potential to cause fire or explosion, or may increase the risk of fire, explosion or danger to persons or property, the *Fire Chief* may require the *owner* to submit a report which includes:

- a) the name and address of the *owner*,
- b) the address or location of the facility, equipment or excavation,
- c) the name and address of the *constructor*,
- d) the nature of the failure,
- e) the cause of the failure,
- f) a remedial plan to correct the failure, and
- g) a plan to prevent future failure.

#### 1.4.2.18. Hazardous Material

1) The *Fire Chief* may require that any person supervising or doing work to install or remove a *building* material provide evidence of their training, certification or qualifications, if the installation or removal of a *building* material may, in the opinion of the *Fire Chief*, cause or have the potential to cause fire or explosion, or to increase the risk of fire, explosion or danger to persons or property, or affect the fire protection of a *building*.

#### 1.4.2.19. Emergencies

1) If an emergency arising from a fire hazard or from a risk of explosion causes the *Fire Chief* to be apprehensive of imminent and serious danger to life or property, or of a panic, the *Fire Chief* may immediately and without prior notice take any action that, in the opinion of the *Fire Chief*, is advisable to remove the hazard or risk.

2) If, in the opinion of the *Fire Chief*, conditions exist in or near a hotel or public building that, in the event of fire, might seriously endanger life or property the *Fire Chief* may immediately and without prior notice take any action that, in the opinion of the *Fire Chief*, is advisable to remedy the conditions or to eliminate the danger.

3) For the purposes of Sentences (1) and (2), the *Fire Chief* may order the evacuation of any *building* or area or the closure of a hotel or public building and may call on peace officers to assist in the evacuation or closure.

4) If, in the opinion of the *Fire Chief*, all or a part of a *building* or structure should be demolished or otherwise removed in order to prevent the spread of a fire, the *Fire Chief* may order that the *building* or structure be demolished or removed, or may demolish or remove the *building* or structure.

5) The *Fire Chief* may establish limited entry areas or zones in the vicinity of a fire or emergency, and may prohibit any unauthorized person from entering those areas or zones.

6) In the absence of the police, the *Fire Chief* may direct or divert vehicular traffic that is in the vicinity of a fire or emergency and may order persons to comply with those

directions, and the directions of the *Fire Chief* shall take precedence over posted traffic signs.

#### 1.4.2.20. Temporary Activities

1) If a temporary activity is occurring in a *building* that was not designed to accommodate such activity, and that activity may, in the opinion of the *Fire Chief*, cause or have the potential to cause fire or explosion, or to increase the risk of fire, explosion or danger to persons or property, or affect the fire protection of a *building*, the *Fire Chief* may:

- a) order that the activity cease,
- b) order that a *permit* be obtained for the activity,
- c) order that a fire watch be provided by an *owner* or occupant, and
- d) make such other orders as, in the opinion of the *Fire Chief*, are necessary to remove or reduce any hazard or risk of fire, explosion, or danger to life or property.

#### 1.4.3. Notices and Orders

##### 1.4.3.1. Notices or Orders

1) The *Fire Chief* may issue in writing such notices or orders as may be necessary to inform the *owner* of a contravention of this By-law, in the manner set out in this By-law.

##### 1.4.3.2. Scope of Orders

1) The *Fire Chief* may order an *owner*, occupant or other person:

- a) to remove or demolish any *building* or facility,
- b) to repair any *building* or facility,
- c) to alter the use or *occupancy* of a *building* or facility,
- d) to remove or securely store combustible or explosive materials,
- e) to remove a potential source of ignition,
- f) to remove a hazardous condition,
- g) to provide, alter, improve or maintain a *means of egress*, *fire separation* or other fire protection system required by this By-law,
- h) to secure a *building* against unauthorized entry,
- i) to provide written confirmation from an *acceptable* agency that a fire alarm system is fully operational,
- j) to take such precautions as may be necessary, in the opinion of the *Fire Chief*, to remove or reduce any hazard or risk of fire, explosion, or danger to life or property, or
- k) to comply with any other provision of this By-law.

##### 1.4.3.3. Delivery of Orders

1) The Fire Chief may deliver an order:

- a) by delivery by hand to an *owner* or representative of the *owner*, or
- b) by delivery by registered mail to the address of the *owner* as it appears on the records of the Assessment Authority of British Columbia, or

- c) by delivery by regular mail to the address of the *owner* as it appears on the records of the Assessment Authority of British Columbia, and by posting a copy of it on the *building*, structure, facility or premises, or
- d) by sending the order by electronic mail to the electronic mail address of the *owner* or a representative of the *owner*.

#### 1.4.3.4. Verbal Orders

- 1) The *Fire Chief* may issue such verbal orders as may be necessary if the *Fire Chief* is attempting to extinguish a fire, control a *dangerous goods incident* or respond to an emergency.

### Section 1.5. Permits, Applications and Fees

#### 1.5.1. Permits Required

##### 1.5.1.1. When a Permit is Required

- 1) Except as provided in Sentence (2), every *building* with an *assembly occupancy* designed for more than 60 persons shall have an *occupant load permit*.
- 2) The temporary use of a *building* for an *arts and culture indoor event* shall not require an *occupant load permit* if the temporary *occupant load* for the *arts and culture indoor event* has been calculated pursuant to the provisions of this By-law.
- 3) A *permit* is required for:
  - a) the installation of a spill control system for *flammable* or *combustible liquids*, or
  - b) the installation, removal or abandonment of a *storage tank*.
- 4) A *permit* is required for the construction of:
  - a) a bulk plant,
  - b) a *fuel dispensing station*,
  - c) a *process plant*, or
  - d) a *distillery*.
- 5) An annual *permit* is required for the operation of:
  - a) a bulk plant,
  - b) a *fuel dispensing station*,
  - c) a *process plant*, or
  - d) a *distillery*.
- 6) A *permit* is required for lighting or maintaining an open air fire, except as provided in Article 2.4.5.3. of Division B.

7) A *permit* is required for the temporary use of a covered mall for any extraordinary activities, such temporary merchandising or special events that take place inside the mall and outside of any premises approved for retail use.

8) A *permit* is required for the possession, storage, sale, or discharge of *fireworks* or *explosives*.

#### 1.5.1.2. Construction, Installation or Operation Without a Permit

1) If a *construction*, installation or operation for which a *permit* is required has been commenced before a *permit* has been issued, the *owner* shall:

a) make application for any necessary *permits*, and  
b) pay to the *city* double the *permit* fee set out in the Fee Schedule attached to this By-law as Schedule D.

2) If a *construction*, installation or operation for which a *permit* is required has been commenced before a *permit* has been issued, the *owner* shall, if ordered to do so by the *Fire Chief*:

a) provide proof that the *construction*, installation or operation complies with this By-law and any other applicable enactments,  
b) carry out tests and investigations by independent agencies, at the cost of the *owner* to determine whether or not the *construction*, installation or operation complies with this By-law,  
c) carry out tests and investigations by independent agencies, at the cost of the *owner* to determine appropriate remedial measures to ensure that the *construction*, installation, or operation complies with this By-law,  
d) provide to the *Fire Chief*, at the cost of the *owner*, the results of any tests and investigations ordered by the *Fire Chief*, and  
e) provide documentation to the satisfaction of the *Fire Chief* to establish that all remedial measures to ensure the *construction*, installation or operation complies with this By-law have been completed.

#### 1.5.2. Application for Permit

##### 1.5.2.1. Applications

1) Applications for permits shall be made to the Fire Department in the form prescribed by the *Fire Chief* and shall be accompanied by such drawings, plans and supporting documents as may be required by the *Fire Chief*.

##### 1.5.2.2. Documentation and Drawings

1) A *permit* application must be accompanied by the requisite *permit* fee, in accordance with the Fee Schedule attached as Schedule D to this Part, and by such drawings, plans or supporting documents as may be required by the *Fire Chief* including, without limitation:

a) details of the location and layout of the *construction*, installation or operation in relation to any adjoining property lines, *buildings* or fencing,

- b) drawings indicating the size, capacity, use, type or trade name, construction, and installation standards of any *construction*, installation or operation for which a permit is sought,
- c) evidence that drawings or details have been prepared by, or under the supervision of a *registered professional*, and
- d) a letter that provides assurance of substantial compliance to this By-law and a commitment for *field review* sealed and signed by a *registered professional*.

#### 1.5.2.3. No Refund

- 1) Except as permitted in Article 1.5.2.4., no *permit* fees or part thereof shall be refunded if:
  - a) the *construction*, installation or operation authorized by a *permit* has commenced,
  - b) the *permit* has expired, or
  - c) the application has lapsed.

#### 1.5.2.4. Partial Refund and Set-off

- 1) If a *construction*, installation or operation authorized by *permit* has not commenced and the *Fire Chief* approves, the Director of Finance may refund a portion of the fees related to the *permit*, after deduction of any outstanding costs incurred by the *city* in processing the application for the *permit*.

#### 1.5.2.5. Lapse of Application

- 1) An *owner* shall comply with all the necessary requirements to complete an application for a *permit* within 6 months after the date of receipt of the application by the *Fire Chief*.
- 2) If an *owner* fails to comply with the requirements of Sentence (1), the application for a *permit* shall lapse.
- 3) An application for a *permit* which has lapsed is expired and shall not be renewed except in accordance with Article 1.5.2.6.

#### 1.5.2.6. Renewal of Lapsed Application

- 1) The *Fire Chief* may renew a lapsed application for a *permit* if the *Fire Chief* determines that:
  - a) no more than 3 months have passed since the date the application lapsed, and
  - b) the failure to complete the requirements of the original application for a *permit* was reasonable in the circumstances.
- 2) Despite the provisions of Sentence (1), the *Fire Chief* shall not renew a lapsed application for a *permit* more than once.
- 3) An application for a *permit* which has been renewed pursuant to Sentence (1) shall comply with any amendments to this By-law made since the date of receipt of the original application by the *Fire Chief*.

### 1.5.3. Permits

#### 1.5.3.1. Posting of a Permit

1) A *permit* required by this Part shall be displayed in the location designated by the *Fire Chief*.

#### 1.5.3.2. Validity of Permit

1) A *permit* issued under this By-law continues to be valid unless the time limit on the *permit* expires, the *permit* is revoked, or there is a material change in the conditions under which the *permit* was issued.

#### 1.5.3.3. Permit not Transferable

1) A *permit* is not transferable.

### 1.5.4. Payment of Fees

#### 1.5.4.1. Fees

1) The fees set out in Schedule D to this By-law shall be payable to the *City* by all persons applying for *permits*, inspections or services.

2) Fees shall be paid at the time of application for a *permit*, inspection or service.

3) Fees invoiced by the Fire Department are due and payable within 30 days of invoice issuance.

4) A *false alarm* fee that has not been paid by an *owner* or occupier may be recovered by insertion on the real property tax roll.

## Section 1.6 Offences and Penalties

### 1.6.1. Offences

#### 1.6.1.1. Offences

1) A person who:

a) violates any provision of this By-law, or does any act or thing which violates any provision of this By-law, or suffers or allows any other person to do any act or thing which violates any provision of this By-law,

b) neglects to do or refrains from doing anything required to be done by any provision of this By-law, or

c) fails to comply with an order, direction, or notice given under any provision of this By-law, or suffers or allows any other person to fail to comply with an order, direction, or notice given under any provision of this By-law,

is guilty of an offence against this By-law, and liable to the penalties imposed under this

section.

## **1.6.2. Fines and Penalties**

### **1.6.2.1. Fines**

1) Except as provided in Sentence (2), every person who commits an offence against this By-law is liable to a fine of not less than \$500 and not more than \$10,000 upon conviction.

2) Notwithstanding the minimum fine referred to in Sentence (1), every person who commits an offence against any of the following provisions of this By-law is liable to a fine of not less than \$750.00 and not more than \$10,000 upon conviction:

- a) Article 1.2.1.1. of Division C,
- b) Clause 1.3.1.12.(1)(a) of Division C,
- c) Clause 1.3.1.12.(1)(b) of Division C,
- d) Article 2.4.1.1. of Division B,
- e) Sentence 2.7.1.3.(3) of Division B,
- f) Sentence 2.7.1.6.(1) of Division B,
- g) Sentence 5.8.1.1.(1) of Division B,
- h) Sentence 6.3.1.1.(1) of Division B, or
- i) Sentence 6.4.1.1.(1) of Division B.

3) Except as provided in Sentence (4), every person who commits an offence of a continuing nature is liable to a fine of not less than \$500.00 and not more than \$10,000.00 for each day such offence is continued.

4) Notwithstanding the minimum fine referred to in Sentence(3), every person who commits an offence of a continuing nature against any of the provisions listed in Sentence (2) is liable to a fine of not less than \$750.00 and not more than \$10,000.00 for each day such offence is continued.

## **Section 1.7 Transition Provisions**

### **1.7.1. General**

#### **1.7.1.1. Validity of Permits Issued Under Previous By-law**

1) Subject to the provisions of Article 1.5.2.6., *projects* for which *permits* were obtained under By-law No. 8191 may be carried out in accordance with the provisions of that By-law.”

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

1. Council inserts the following Fee Schedule, which shall form part of the Fire By-law, at the end of the Fire By-law:

**PERMIT FEES**

Item	Activity	Fee
1	Open-Air Burning, for each occurrence	200.00
2	Open-Air Burning, for each occurrence, by registered non-profit group	20.00
3	Selling Fireworks (Wholesale) - Annual Permit	200.00
4	Selling Fireworks (Retail) - Annual Permit	250.00
5	Possessing Fireworks -Annual Permit	75.00
6	Firing of Display Fireworks or Explosives (Each Event)	150.00
7	Firing of Display Fireworks by Registered Non-profit Group	20.00
8	Blasting Permit (Annual Permit)	200.00
9	Installation, Removal or Abandonment of Storage Tank (other than Single Family Dwelling)	300.00
10	Removal or Abandonment of Storage Tank (Single Family Dwelling)	300.00
11	Installation of Fuel Dispensing Station	300.00
12	All Other Permits	200.00
13	Extension of Permit	100.00



**INSPECTION AND RECORD FEES**

Item	Activity	Fee
14	Record Search of property (reporting letter), for each civic address on a property (Maximum charge 600.00)	100.00
15	Record Search regarding incident responded to by Fire Department (For each hour or part thereof)	100.00
16	Each Inspection additional to the first inspection for a permit application	100.00
17	Special Event Plan Check or Site Inspection (For each hour or part thereof)	100.00
18	Re-inspection (For each hour or part thereof)	200.00 first hour or part thereof, plus 100.00 per hour for each subsequent hour or part thereof
19	For installation, modification, or relocation of a Lock Box	100.00
20	Special Inspection or Plan Check (per site) to determine compliance with By-law, in respect of which no specific fee is otherwise prescribed in this schedule (For each hour or part thereof)	100.00

**SERVICE FEES**

Item	Activity	Fee
21	Fire Watch (For each hour or part thereof)	100.00
22	Occupancy Load Certificate (for occupancy by 150 persons or less)	300.00
23	Occupancy Load Certificate (for occupancy by more than 150 persons)	500.00
24	Review of Fire Safety Plan for High Building(2 hour minimum charge @ 100.00 per hour)	200.00
25	Review of Fire Safety Plan for All Buildings other than High Buildings (For each hour or part thereof)	100.00
26	Review of Fire Safety Plan Operations Manual. (For each hour or part thereof)	100.00
27	Review of Construction Safety Plan (For each hour or part thereof)	100.00
28	Responding to the third and each subsequent False Alarm for the same address in a Calendar Year (For each occurrence)	200.00

## EXPLANATION

**Ticket Offences By-law amending By-law No. 9360**  
**Re: 2015 Fire By-law offences**

On July 8, 2015, Council approved amendments to the Ticket Offences By-law to reflect the fact that certain offences under the former Fire By-law 8191 that were included in the Ticket Offences By-law will continue to be offences under the new 2015 Fire By-law and may be enforced by way of the Ticket Offences By-law. The section numbers for these offences have changed and it is necessary to amend the Ticket Offences By-law to reflect this fact as well as to add small wording corrections in the description of some offences. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services  
July 21, 2015



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

**A By-law to amend Ticket Offences By-law No. 9360  
regarding certain offences pursuant to the 2015 Fire By-law**

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

1. This By-law amends the indicated provisions and schedules of By-law No. 9360.
2. Council strikes out Tables 8.1 and 8.2 and substitutes:

**“Table 8.1  
Fire By-Law**

Column 1	Column 2	Column 3	Column 4
Fire Chief	Activity creating life safety concerns	2.1.2.2.(1) Division B	\$500.00
	No smoke alarm in dwelling unit	2.1.3.3.(1) Division B	\$500.00
	Fail to provide portable fire extinguisher	2.1.5.1.(1) Division B	\$500.00
	Fire doors held open	2.2.2.4.(4) Division B	\$500.00
	Accumulate combustible materials	2.4.1.1.(1) Division B	\$750.00
	Accumulate combustible materials in service area or means of egress	2.4.1.1.(2) Division B	\$750.00
	Fail to use/inspect/maintain approved Commercial Cooking Equipment exhaust or fire protection system	2.6.1.9.(2) Division B	\$500.00
	Exceed Occupant Load	2.7.1.3.(4) Division B	\$750.00
	Fail to maintain egress	2.7.1.6.(1) Division B	\$750.00
	Fail to illuminate exit lighting/signs	2.7.3.1.(2) Division B	\$500.00
	Fail to inspect/test/maintain/recharge portable fire extinguisher	6.2.1.1.(1) Division B	\$500.00
	Fail to maintain fire	6.3.1.1.(1) Division B	\$750.00

Column 1	Column 2	Column 3	Column 4
	alarm/voice communication system		
	Fail to inspect/test/maintain water-based fire protection system	6.4.1.1.(1) Division B	\$750.00
	Fail to install/inspect/test/maintain a smoke alarm	6.7.1.1.(1) Division B	\$500.00

**Table 8.2  
Fire By-Law**

Column 1	Column 2	Column 3	Column 4
Fire Chief	Light or maintain outdoor fire without permit	2.4.5.1.(1) Division B	\$500.00
Police Officer	Smoking or open flame in tent/air-supported structure	2.9.3.3.(1) Division B	\$500.00
	Sell fireworks without a permit	5.7.1.1.(1) Division B	\$500.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(2) Division B	\$500.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(3) Division B	\$500.00
	Possess or discharge fireworks by a person under 19 years of age	5.7.1.3.(4) Division B	\$500.00
	Sell firecrackers, bottle rockets or roman candles	5.7.1.3.(1) Division B	\$500.00
	Sell fireworks to any person not holding a valid consumer fireworks permit	5.7.1.5.(1) Division B	\$500.00
	Possess fireworks without a consumer fireworks permit	5.7.1.5.(4) Division B	\$500.00



## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 5037, 5067 and 5087 Main Street**

After the public hearing on March 24 and 26, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 5037, 5067 and 5087 Main Street. 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  
July 21, 2015

5037, 5067 and 5087 Main Street



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-686 (b) 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 (617).

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 (617), 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 listed in this section 2.2.

**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; and
- (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 consists of 1,518 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.53.

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

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

## **Building height**

5. Building height, measured from base surface, must not exceed 18.9 m.

## Horizontal angle of daylight

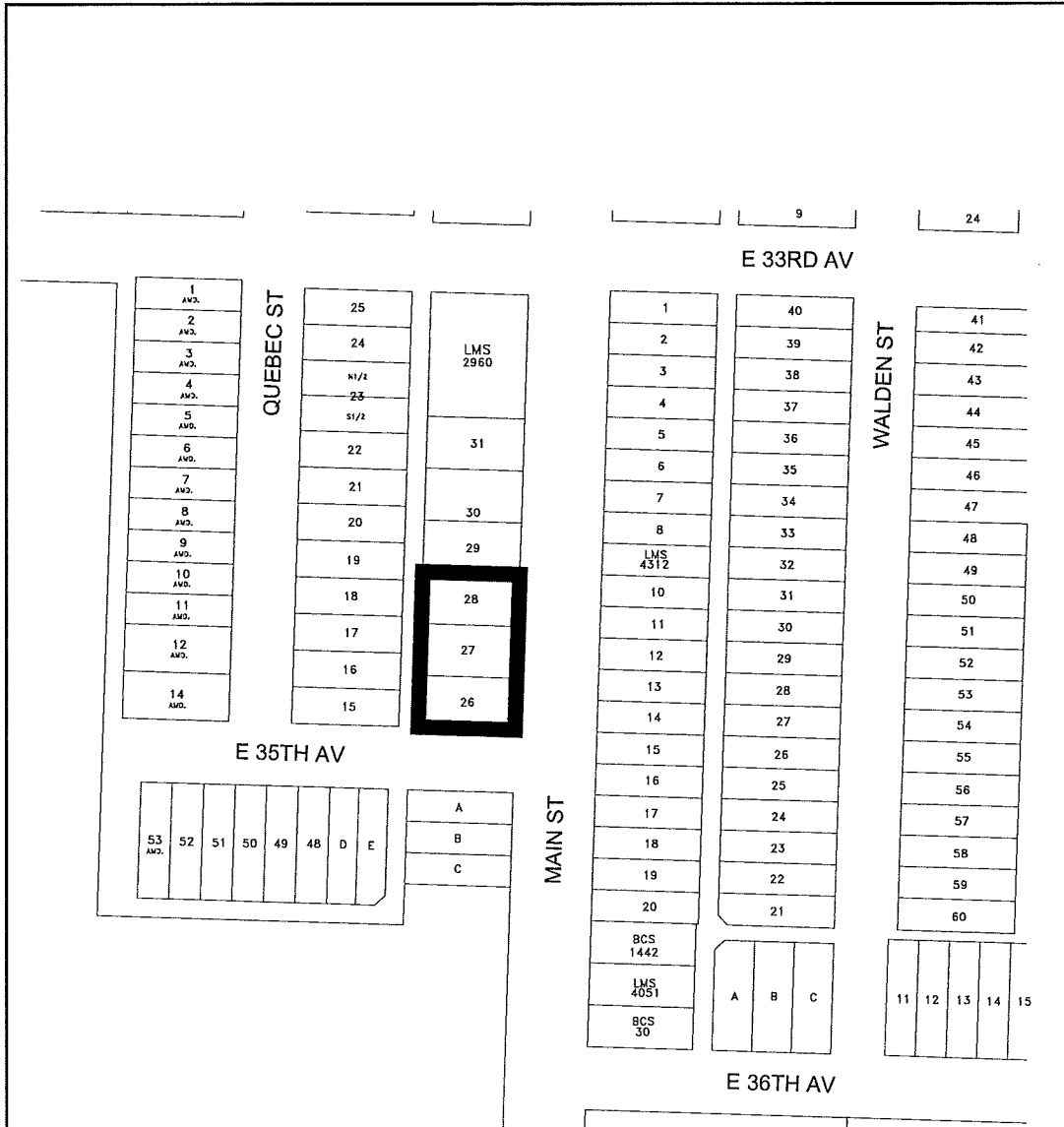
- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a 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 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 (617).
- 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 m<sup>2</sup>.

## Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, 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 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45





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

**Z-686 (b)**

RZ - 5037, 5067 and 5087 Main Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2015-02-27

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 7350 Fraser Street**

The owner of these lands has applied to rezone them to enable it to increase the allowable floor space ratio and height applicable so that it can build a six-storey residential building, containing 95 dwelling units, all of which will be secured as for-profit affordable rental housing, and following public hearing on September 16, 2014, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development on the terms and conditions set forth in the minutes of the public hearing:

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

Director of Legal Services  
July 21, 2015

7350 Fraser Street



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

**A By-law to enact a Housing Agreement  
for 7350 Fraser Street**

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

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

No PID Number                      Parcel A Block 9 District Lot 658 Plan EPP53064

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

# Schedule A

FORM C\_V20 (Charge)

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

PAGE 1 OF 20 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)

**Binpal & Associates**  
**Barristers & Solicitors**  
**Suite 215 - 13737 - 72 Avenue**  
**Surrey BC V3W 2P2**

FILE NO.:  
 TELEPHONE: 604 543-0588

Deduct L.T.S.A Fees? Yes

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

**NO PID NMBR PARCEL A BLOCK 9 DISTRICT LOT 658 PLAN EPP53064**

STC? YES

Related Plan Number:

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

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

5. TRANSFEROR(S):

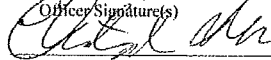
**G6 VENTURES (SUNSET GARDENS) LTD., INC. NO. BC0988036**  
**CANADIAN WESTERN BANK (AS TO PRIORITY)**

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

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

7. ADDITIONAL OR MODIFIED TERMS:  
 N/A

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

Officer Signature(s)  


**CHRISTOPHER NESS**  
**BARRISTER & SOLICITOR**  
**BINPAL & ASSOCIATES**  
**#215 - 13737 72<sup>ND</sup> AVE.**  
**SURREY, B.C. V3W 2P2**  
**PHONE: 604-543-0588**

Execution Date		
Y	M	D
15	07	07

Transferor(s) Signature(s)

**G6 VENTURES (SUNSET GARDENS) LTD. by its authorized signatory(ies):**



Print Name: **PARM GARCHA**

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



VESNA STEFANOVIC  
A Commissioner for taking  
Affidavits for British Columbia  
Unit #1 7548 120th Street  
Surrey, BC V3W 3N1

Execution Date

Y	M	D
15	07	08
15		

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its  
authorized signatory(ies):



Robert Duffield  
AVP & Branch Manager

Print Name:

Print Name:

Puneet Agrawal  
Director, Business Development

CITY OF VANCOUVER by its  
authorized signatory:

OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA3513551 and Assignment of Rents CA3513552

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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## TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT  
7350 FRASER STREET

## WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, G6 Ventures (Sunset Gardens) Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RT-2 (Two-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, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement by-law enacted pursuant to section 565.2 of the *Vancouver Charter* securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver DCL By-law* for the longer of 60 years and life of the New Building, subject to the following additional conditions:
- (i) a no separate-sales covenant;
  - (ii) a non-stratification covenant;
  - (iii) that none of such units will be rented for less than one month at a time;
  - (iv) that a rent roll must be provided by the Owner which indicates the proposed initial monthly rents for each rental unit;
  - (v) a covenant from the Owner to, prior to issuance of an occupancy permit, submit a finalized rent roll to the satisfaction of the Managing Director of Social Development and the Director of Legal Services that reflects the initial monthly rents as of occupancy in accordance with the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage;
  - (vi) that the Owner must comply with the Tenant Relocation Plan; and
  - (vii) such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require"; and

- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the buildings thereon:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
  - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
  - (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
  - (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
  - (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
  - (f) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
  - (g) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
  - (h) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
  - (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
  - (j) "Eligible Tenants" means the tenants who were resident in the 17 units in the Existing Building that were occupied as of July 10, 2014, and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means such tenant or tenants in any one of such occupied units;

- (k) "Existing Building" means any the 22 unit apartment building located on the as of the Effective Date;
- (l) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units, and "For-Profit Affordable Rental Housing Unit" means any unit within such a building; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply;
- (m) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (q) "New Building" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law 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 By-law and the Development Permit;
- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands issued after the Effective Date;
- (s) "Owner" means the registered owner of the Lands as of the Effective Date, namely G6 Ventures (Sunset Gardens) Ltd., and its successors and permitted assigns;
- (t) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(c);
- (u) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (v) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion as contemplated by Article 3, and "Returning Tenant" means any one of them;

- (w) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (x) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (y) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan, a copy of which was attached as Appendix E to City staff's Policy Report to Council dated June 24, 2014 (VanRIMS No.: 08-2000-20) in respect of this Rezoning Application;
- (z) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (aa) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (bb) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (cc) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or

replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

## ARTICLE 2 USE OF LANDS AND NEW BUILDING

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that, during the Term:
- (a) the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) it will construct, fit and finish the New Building containing Dwelling Units and related amenity and parking spaces, in accordance with the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) all Dwelling Units will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
  - (d) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
  - (e) 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 of the Dwelling Units (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 9.8;

- (f) it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan;
- (g) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) it will keep and maintain the New Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair, reasonable wear and tear excepted, and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building or any part thereof is damaged, it will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (j) it will insure the New Building (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (k) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A; and
- (l) in the event of the substantial or complete destruction or demolition of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

### ARTICLE 3 RETURNING TENANTS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a unit in the New Dwelling after it is ready for occupancy and at such discounted rent, as is set forth in the Tenant Relocation Plan;
  - (b) it will provide all Eligible Tenants with the notice, rent allowance, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
  - (c) the starting rent payable by each Returning Tenant will be at least 20% below the rent otherwise payable by any other tenant for the unit occupied by that

Returning Tenant; and

- (d) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 4  
BUILDING PERMIT RESTRICTION ON THE LANDS**

4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing when the Building Permit is issued; and
  - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
OCCUPANCY RESTRICTION ON THE LANDS**

5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Managing Director of Social Development:
    - (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing as of the date when the Building Permit was issued;
    - (B) particulars regarding Returning Tenants including the unit number



and type to be occupied by each and the starting rent that will be payable for the same, together with evidence substantiating the agreed rent discount;

- (C) confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City; and
  - (D) proof of the insurance required to be taken out pursuant to Section 2.1(j);
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 5.

#### ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Dwelling Units (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Managing Director of Social Development. At the request of the Managing Director of Social Development, from time to time, the Owner will:
- (a) make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
  - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(j).

#### ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
    - (iii) by reason of the City or City Personnel:
      - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building;

- B. withholding any permit pursuant to this Agreement; or
  - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (iv) 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.
- (c) The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- (b) Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
  - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

Attention: Managing Director of Social Development with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

G6 Ventures (Sunset Gardens) Ltd.  
215 - 13737 72<sup>nd</sup> Avenue  
Surrey, British Columbia  
V3W 2P2

Attention: President

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

#### ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 9.7 Further Assurances. Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(e), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.10 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and

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

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

SCHEDULE A - RENT ROLL				
		May 1.15		
	UNIT #	TYPE OF UNIT	SIZE OF UNIT	MONTHLY RENTAL RATE
			SQ. FT.	
1	151	ONE-BED	708	\$1,550
2	152	TWO-BED	759	\$1,960
3	153	TWO-BED	789	\$1,960
4	154	ONE-BED	562	\$1,550
5	155	TWO-BED	876	\$1,960
6	251	TWO-BED	748	\$1,960
7	252	TWO-BED	728	\$1,960
8	253	ONE-BED	601	\$1,550
9	254	ONE-BED	589	\$1,550
10	255	TWO-BED	771	\$1,960
11	256	ONE-BED	583	\$1,550
12	257	ONE-BED	583	\$1,550
13	258	ONE-BED	562	\$1,550
14	259	ONE-BED	562	\$1,550
15	260	TWO-BED	802	\$1,960
16	261	ONE-BED	562	\$1,550
17	262	ONE-BED	547	\$1,550
18	263	ONE-BED	547	\$1,550
19	264	ONE-BED	641	\$1,550
20	301	TWO-BED	759	\$1,960
21	302	TWO-BED	728	\$1,960
22	303	TWO-BED	748	\$1,960
23	304	ONE-BED	641	\$1,550
24	305	ONE-BED	539	\$1,550
25	306	ONE-BED	583	\$1,550
26	307	ONE-BED	583	\$1,550
27	308	ONE-BED	562	\$1,550
28	309	ONE-BED	562	\$1,550
29	310	TWO-BED	789	\$1,960
30	351	TWO-BED	748	\$1,960
31	352	TWO-BED	728	\$1,960
32	353	ONE-BED	601	\$1,550
33	354	ONE-BED	589	\$1,550

SCHEDULE A - RENT ROLL				
		May 1.15		
	UNIT #	TYPE OF UNIT	SIZE OF UNIT	MONTHLY RENTAL RATE
			SQ. FT.	
34	355	TWO-BED	771	\$1,960
35	356	ONE-BED	583	\$1,500
36	357	ONE-BED	583	\$1,550
37	358	ONE-BED	583	\$1,550
38	359	ONE-BED	583	\$1,550
39	360	TWO-BED	802	\$1,960
40	361	ONE-BED	539	\$1,550
41	362	ONE-BED	547	\$1,550
42	363	ONE-BED	547	\$1,550
43	364	ONE-BED	641	\$1,550
44	401	ONE-BED	641	\$1,550
45	402	ONE-BED	539	\$1,550
46	403	ONE-BED	583	\$1,550
47	404	ONE-BED	583	\$1,550
48	405	ONE-BED	583	\$1,550
49	406	ONE-BED	583	\$1,550
50	407	TWO-BED	771	\$1,960
51	408	ONE-BED	589	\$1,550
52	409	ONE-BED	601	\$1,550
53	410	TWO-BED	728	\$1,960
54	411	TWO-BED	748	\$1,960
55	451	ONE-BED	597	\$1,550
56	452	ONE-BED	578	\$1,550
57	453	ONE-BED	601	\$1,550
58	454	ONE-BED	589	\$1,550
59	455	TWO-BED	719	\$1,960
60	456	ONE-BED	582	\$1,550
61	457	ONE-BED	582	\$1,550
62	458	ONE-BED	582	\$1,550
63	459	ONE-BED	583	\$1,550



SCHEDULE A - RENT ROLL				
		May 1.15		
	UNIT #	TYPE OF UNIT	SIZE OF UNIT	MONTHLY RENTAL RATE
			SQ. FT.	
64	460	TWO-BED	802	\$1,960
65	461	ONE-BED	539	\$1,550
66	462	ONE-BED	547	\$1,550
67	463	ONE-BED	547	\$1,550
68	464	ONE-BED	641	\$1,550
69	501	ONE-BED	641	\$1,550
70	502	ONE-BED	539	\$1,550
71	503	ONE-BED	582	\$1,550
72	504	ONE-BED	583	\$1,550
73	505	ONE-BED	583	\$1,550
74	506	ONE-BED	583	\$1,550
75	507	TWO-BED	771	\$1,960
76	508	ONE-BED	589	\$1,550
77	509	ONE-BED	601	\$1,550
78	510	ONE-BED	578	\$1,550
79	511	ONE-BED	597	\$1,550
80	551	ONE-BED	652	\$1,550
81	552	ONE-BED	512	\$1,550
82	553	TWO-BED	802	\$1,960
83	554	ONE-BED	539	\$1,550
84	555	ONE-BED	547	\$1,550
85	556	ONE-BED	547	\$1,550
86	557	ONE-BED	638	\$1,550
87	601	ONE-BED	613	\$1,550
88	602	ONE-BED	555	\$1,550
89	603	ONE-BED	512	\$1,550
90	604	ONE-BED	512	\$1,550
91	605	ONE-BED	512	\$1,550
92	606	ONE-BED	512	\$1,550
93	607	TWO-BED	719	\$1,960
94	608	ONE-BED	601	\$1,550
95	609	TWO-BED	854	\$1,960

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3513551 and the Assignment of Rents registered under number CA3513552;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

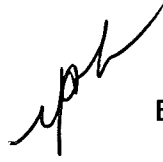
## EXPLANATION

**A By-law to amend By-law 4570  
Re: 445 Southwest Marine Drive**

After the public hearing on February 24 and 26, 2015 Council resolved to amend By-law No. 4570 regarding 445 Southwest Marine Drive. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 21, 2015

445 Southwest Marine Drive  
(Marine Gardens)



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

**A By-law to amend CD-1 By-law No. 4570**

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

**Zoning District Plan Amendment**

1. This By-law amends the indicated provisions of By-law No. 4570.
2. Council strikes out Section 2 and substitutes:

**“Definitions**

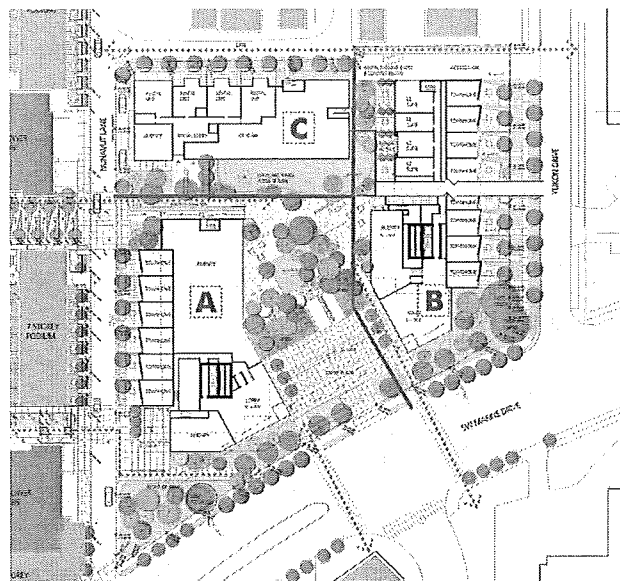
2. Words in this By-law have the meanings given to them in the Zoning and Development By-law except that:

“Geodetic Datum means the current vertical reference surface adopted and used by the City of Vancouver.”

**Sub-areas**

3. The site is to consist of three sub-areas approximately as illustrated in Figure 1, solely for the purpose of allocating height.

Figure 1 - Sub-Areas



## Uses

4. 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 (71), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, in conjunction with any of the uses listed in this section;
- (b) Institutional Uses, limited to Child Day Care Facility;
- (c) Retail Uses, limited to Public Bike Share; and
- (d) Accessory Use customarily ancillary to any use permitted by this section 4.

## Conditions of use

5.1 All commercial uses permitted by this By-law shall be carried on wholly within a completely enclosed building except for Public Bike Share.

5.2 The design and lay-out of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High Density Housing for Families with Children Guidelines".

## Floor area and density

6.1 Computation of floor space ratio must assume that the site consists of 9,213 m<sup>2</sup>, being the site size at the time of application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 4.21.

6.3 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.

6.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and

- (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (e) floor area used for the purpose of a Child Day Care Facility.

6.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed the lesser of 20% of permitted floor area or 929 m<sup>2</sup>.

6.6 The use of floor area excluded under section 6.4 or 6.5 must not include any purpose other than that which justified the exclusion.

**Building height**

7.1 Building height on the site must be measured in metres referenced to Geodetic Datum.

7.2 Building height, measured from the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed the maximum heights set out on the table below.

Sub-area	Maximum building height
A	85.70 m
B	70.46 m
C	35.50 m

7.3 Despite the provisions of section 7.2, the Director of Planning may permit portions of buildings to exceed the permitted maximum height by no more than 7.6 m, if:

- (a) the Director of Planning first considers the location and sizing of such portions of buildings in relation to views, overlook, shadowing, and noise impacts;

- (b) the Director of Planning first considers all applicable Council policies and guidelines; and
- (c) those portions of buildings which exceed the permitted maximum height are:
  - (i) mechanical appurtenances such as elevator machine rooms,
  - (ii) access and infrastructure required to maintain green roofs or urban agriculture, roof-mounted energy technologies including solar panels and wind turbines,
  - (iii) decorative roof and enclosure treatments provided that the roof and enclosure treatment enhances the overall appearance of the building and appropriately integrates mechanical appurtenances, or
  - (iv) items similar to any of the above.

### **Horizontal angle of daylight**

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

8.2 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 m.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 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 the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

8.5 An obstruction referred to in section 8.2 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 (71).

8.6 A habitable room referred to in section 8.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:

- (i) 10% of the total floor area of the dwelling unit, or
- (ii) 9.3 m<sup>2</sup>.

**Acoustics**

9. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, 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 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

<b>Portions of dwelling units</b>	<b>Noise levels (Decibels)</b>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45"

**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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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



## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 984 West Broadway**

After the public hearing on March 15, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 984 West Broadway. 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  
July 21, 2015

984 West Broadway



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-630 (b) 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 (618).

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 (618) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Fitness Centre;
- (b) Institutional Uses, limited to School - Elementary or Secondary, School - University or College, and Social Service Centre;
- (c) Office Uses;
- (d) Retail Uses, limited to Adult Retail Store, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Pawnshop, Retail Store, Secondhand Store and Small - scale Pharmacy;
- (e) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;

- (f) Utility and Communication Uses, limited to Public Utility; and
- (g) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

### Density

3.1 Computation of floor area must assume that the site consists of 1 742 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor space ratio for all uses combined must not exceed 5.22.

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

3.4 Computation of floor space ratio must exclude:

- (a) amenity areas for the social and recreational enjoyment of employees, or providing a service to the public, including facilities for general fitness and general recreation, except that the total excluded area must not exceed 1 115 m<sup>2</sup> of the permitted floor space;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors 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, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause is not to apply to walls in existence before March 14, 2000; and
- (e) with respect to exterior:
  - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
  - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) of this section meets the standards set out therein.

**Building height**

4.1 The building height, measured above the base surface and to the top of the roof slab above the uppermost habitable floor excluding parapet wall, must not exceed 40.3 m.

4.2 Despite the preceding section 4.1 and section 10.11.1 of the Zoning and Development By-law, mechanical appurtenances may increase the building height to no more than 42.4 m.

**Parking, loading, bicycle, and passenger spaces**

5. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle spaces, and passenger spaces, all as defined under the Parking By-law.

**Severability**

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

**Force and effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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



## EXPLANATION

**Ticket Offences By-law amending By-law No. 9360  
Re: Housekeeping amendments related to enforcing the  
Water Shortage Response By-law and the Water Works By-law**

This By-law contains housekeeping amendments to authorize animal control officers to issue a ticket information in relation to specified offences of the Water Shortage Response By-law and the Water Works By-law.

Director of Legal Services  
July 21, 2015

