

EXPLANATION**A By-law to amend the Parking By-law
Re: 1755 West 14th Avenue**

After the public hearing on January 19 and 21, 2016, Council resolved on February 2, 2016, to add 1755 West 14th Avenue 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
May 16, 2017

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5050-5080 Joyce Street**

Following the Public Hearing on December 13, 2016, Council resolved on December 14, 2016, to give conditional approval to the rezoning of the site at 5050-5080 Joyce 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
May 16, 2017

5050-5080 Joyce Street

BY-LAW NO. ABF

**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-713 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

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.

“Regular Individual Noise Event” means noise from a source which is typically emitted more than 10 times per night but less than 12 times per hour, and includes traffic noise including but not limited to SkyTrain passbys, rail traffic and delivery truck traffic.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (662).

3.1 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 (662), 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 Artist Studio - Class A, Arts and Culture Indoor Event, Community Centre or Neighbourhood House, and library;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;

- (c) Retail Uses, limited to Neighbourhood Grocery Store, Retail Store, Farmers' Market, Furniture or Appliance Store, Liquor Store, and Secondhand Store;
- (d) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Photofinishing or Photography Studio, Repair Shop - Class B, Animal Clinic, Neighbourhood Public House, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, School - Business, and School - Vocational or Trade;
- (e) Office uses; and
- (f) Accessory uses customarily ancillary to the uses permitted in this Section 3.2.

Conditions of use

- 4.1 The design and layout of at least 65% 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".
- 4.2 Retail and service uses may only be located on ground level.
- 4.3 Frontage of all retail units must not exceed 15.3 m, except that the Director of Planning may relax the maximum frontage in any case where pedestrian interest is maintained.
- 4.4 Dwelling units and office uses may only be located on level 2 through level 29.

Floor area and density

- 5.1 Computation of floor space ratio must assume that the site consists of 1,285.3 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.
- 5.2 The floor space ratio for all uses combined must not exceed 15.37.
- 5.3 The floor space ratio for Dwelling Uses must not exceed 15.01, except that 0.22 of the floor space ratio for Dwelling Uses shall be limited to open balcony space that:
- (a) is in addition to open balcony space excluded by section 5.5 (a); and
 - (b) must not be enclosed for the life of the building.
- 5.4 Computation of floor area must include all floors of all buildings, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

5.5 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 per cent of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building height

6.1 The building height, measured from the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed the geodetic elevation of 189.5 m.

6.2 The Director of Planning may relax the maximum permitted height in the following circumstances:

- (a) the height relaxation is to accommodate the following items:
 - (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, and
- (iv) items similar to any of the above;
- (b) the Director of Planning first considers:
 - (i) the location, sizing and material of the building in relation to views, overlook, shadowing, and noise impacts, and
 - (ii) all applicable policies and guidelines adopted by Council; and
- (c) the building height must not exceed the geodetic elevation of 193.1 m.

Horizontal angle of daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (662).

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

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

Acoustics

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

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

8.2 Because the site is exposed to Regular Individual Noise Events, the report referred to in Section 8.1 must also demonstrate that the representative A-weighted, fast time constant, maximum sound level (LFmax) from such events occurring between 10 o'clock in the evening (2200 hours) and 7 o'clock in the morning (0700 hours) does not exceed 45 decibels inside bedrooms.

Severability

9. 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

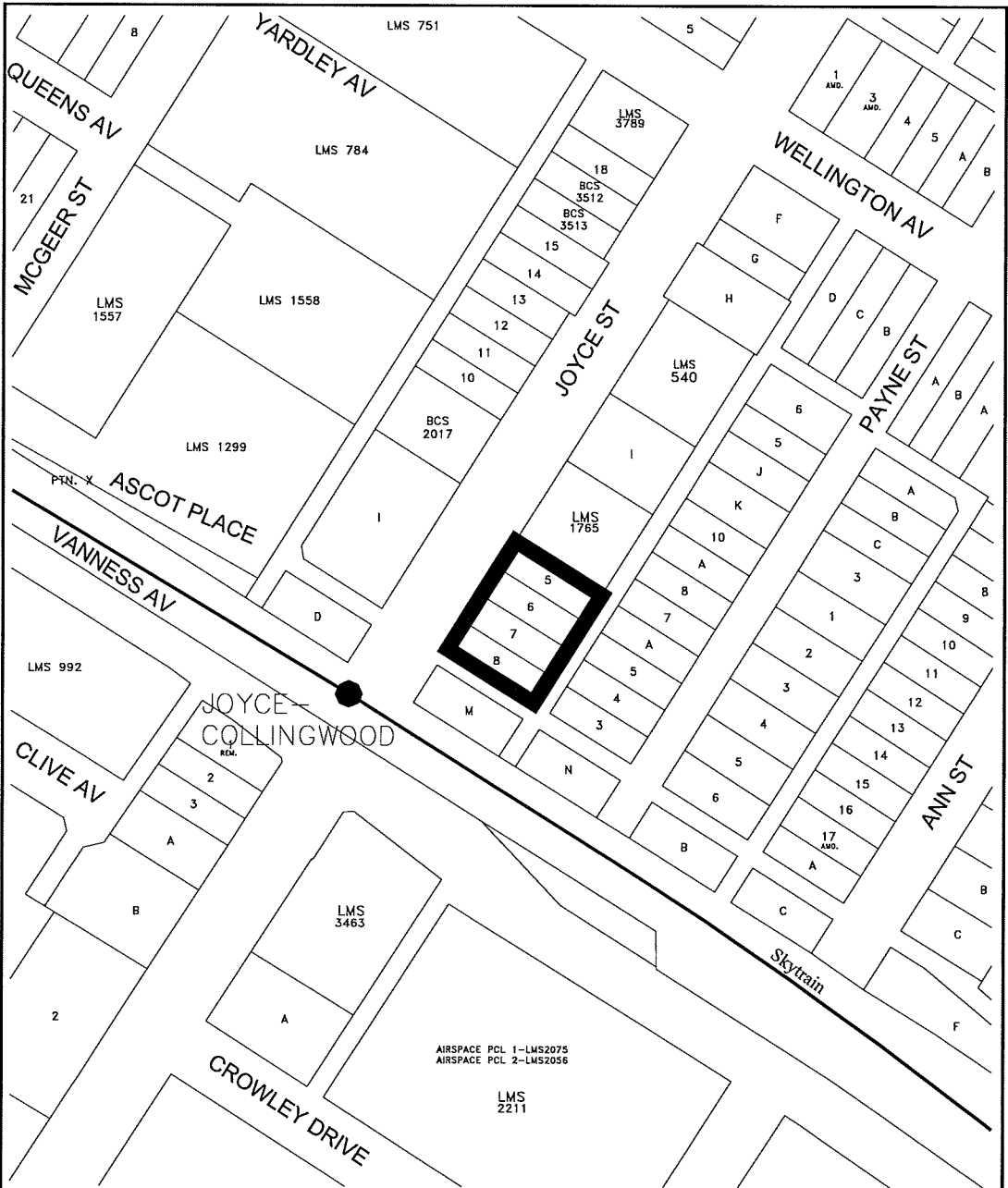
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor


City Clerk

Schedule A



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

Z-713 (b)

<p>RZ - 5050-5080 Joyce Street</p>	<p>map: 1 of 1</p>	
	<p>scale: NTS</p>	
<p>City of Vancouver</p>	<p>date: 2016-11-14</p>	

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 4085 Ash Street and
619-633 West King Edward Avenue**

Following the public hearing on May 17, 2016, Council gave conditional approval to the rezoning of the site at 4085 Ash Street and 619-633 West King Edward Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 16, 2017

4085 Ash Street and
619-633 West King Edward Avenue


ABF

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-702 (b) attached as Schedule A to the 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 (660).

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

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

Conditions of use

3. The design and layout of at least 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

4.1 Computation of floor space ratio must assume that the site area is 1,812.5 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 1.93.

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

4.5 Computation of floor area may exclude:

- (a) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of the permitted floor area.

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

Building height

5. Building height, measured from base surface, must not exceed 16.8 m.

Horizontal angle of daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
 - (a) the Director of Planning or Development Permit Board first considers all 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 (660).
- 6.6 A habitable room referred to in section 6.1 does not include:
 - (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a 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

Severability

8. 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

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

Severability

8. 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

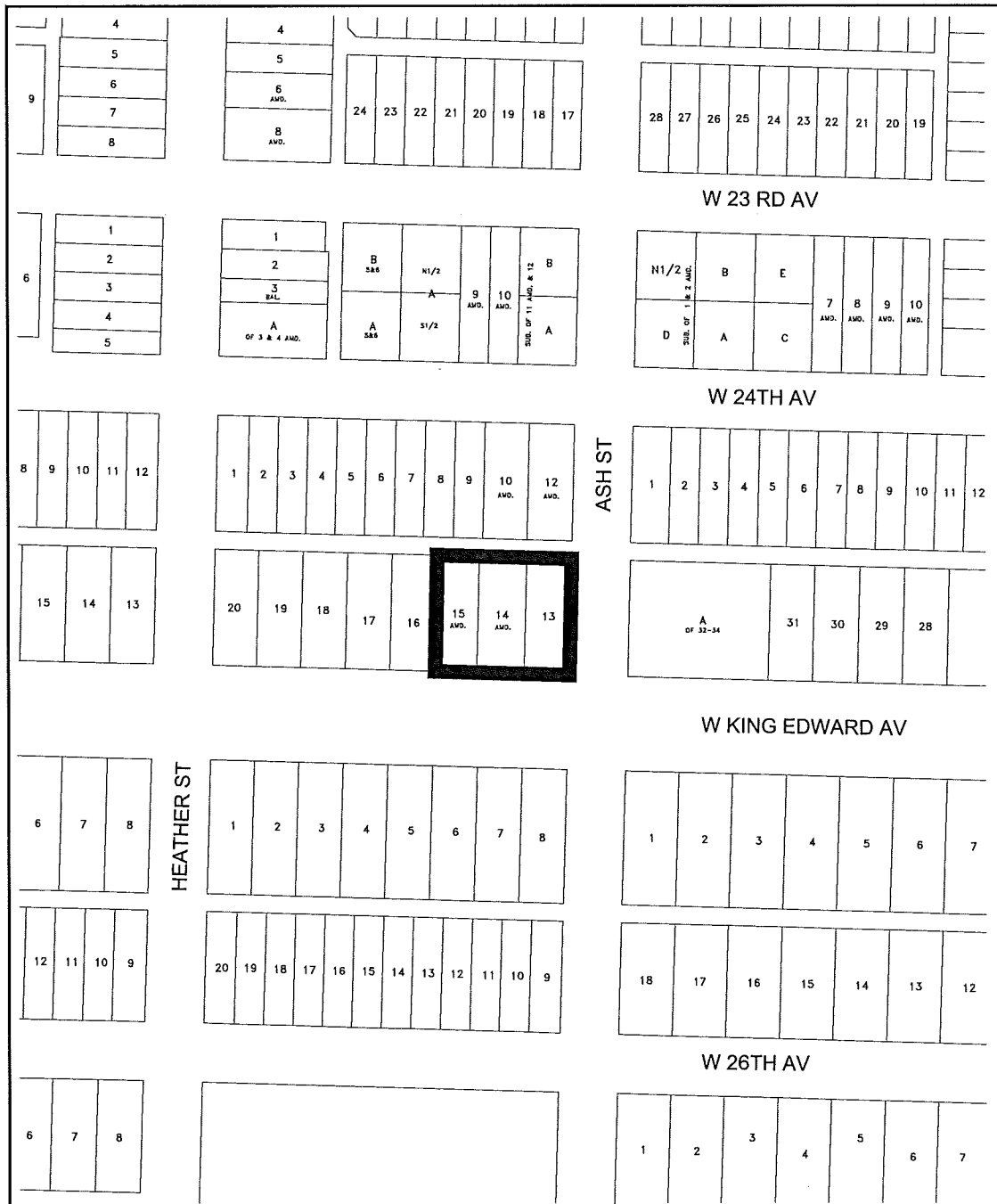
9. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Schedule A



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

Z-702 (b)

RZ- 4085 Ash St. & 619-633 W King Edward Ave.

map: 1 of 1
scale: NTS



City of Vancouver

date: 2016-04-22

EXPLANATION**2017 Rating By-law
General Purpose Taxes**

Enactment of the attached By-law will levy the 2017 general purpose taxes, and implement Council's resolution of May 16, 2017, subject to a property tax cap rate on certain designated port facilities.

Director of Legal Services
May 16, 2017

BY-LAW NO. A3F

A By-law to levy rates on all taxable real property in the City of Vancouver, to raise a sum which added to the estimated revenue of the City of Vancouver from other sources, will be sufficient to pay all debts and obligations of the City of Vancouver falling due within the year 2017 and not otherwise provided for

PREAMBLE

For the year 2017, the following sums will have to be provided for the purposes hereafter named, by levying a rate or rates on all the taxable real property on the assessment roll prepared pursuant to the *Assessment Act* for general municipal purposes for the City of Vancouver:

<u>PURPOSES</u>	<u>AMOUNT</u>
Payment of interest on Debentures outstanding, payment of principal on Serial Debentures falling due in 2017, and payments to Sinking Fund in respect of debenture debts incurred.....	\$88,376,585
All other necessary expenses of the City not otherwise provided for.....	<u>\$628,383,415</u>
Total General Purposes	<u>\$716,760,000</u>

The taxable value of land and improvements, as shown on the real property assessment roll prepared by the British Columbia Assessment Authority, for general municipal purposes for the City of Vancouver for all classes other than class 1 - residential, class 5 - light industry, and class 6 - business and other is \$1,054,246,235.

The taxable value of land and improvements for general municipal purposes, based on the averaged assessment pursuant to By-law No. 11759, is \$308,060,892,604 for class 1 - residential, \$1,257,487,737 for class 5 - light industry, and \$53,091,781,243 for class 6 - business and other.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$27.50 per \$1,000 of assessed value in respect of certain Class 4 - major industry properties ("ports properties"), bearing assessment roll numbers 561-192-30-2003, 561-226-34-4010, 561-226-34-4015, 561-226-34-4020, 561-230-30-4050, 561-250-76-4014, and 561-275-40-4050.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$22.50 per \$1,000 of assessed value, in respect of designated new investment in Class 4 - major industry properties (“ports properties, new investments”), bearing assessment roll numbers 561-192-30-2003 and 561-250-76-4014.

The rates of taxation for the Provincial classes necessary to raise the sum of \$716,760,000 are as follows:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	1.26095
Utilities	(2)	28.38387
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	34.51349
Major Industry (ports properties)	(4)	27.50000
Major Industry (ports properties, new investment)	(4)	22.50000
Light Industry	(5)	5.79012
Business and Other	(6)	5.79012
Recreational Property/ Non-profit Organization	(8)	1.22083
Farm	(9)	1.22083

such rates being dollars of general purposes tax for each thousand dollars of taxable value.

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

1. On each of the respective classes of property hereinafter set forth, which are more particularly defined in the *Assessment Act* and its regulations, there is hereby imposed per one thousand dollars of taxable value the several rates hereinafter set forth, namely:

- (a) For the purpose of providing for the payment of \$88,376,585, being the amount required for interest on Debentures, principal of Serial Debentures, and Sinking Fund obligations falling due in 2017, the rates of:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	0.15517
Utilities	(2)	3.49292
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	4.24723
Major Industry (ports properties)	(4)	3.38415
Major Industry (ports properties, new investment)	(4)	2.76885
Light Industry	(5)	0.71253
Business and Other	(6)	0.71253
Recreational Property/ Non-profit Organization	(8)	0.15024
Farm	(9)	0.15024

- (b) For the purpose of providing the sum of \$628,383,415, being monies required for other necessary expenses of the City during the year 2017 not otherwise provided for, the rates of:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	1.10578
Utilities	(2)	24.89095
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	30.26626
Major Industry (ports properties)	(4)	24.11585
Major Industry (ports properties, new investment)	(4)	19.73115
Light Industry	(5)	5.07759
Business and Other	(6)	5.07759
Recreational Property/ Non-profit Organization	(8)	1.07059
Farm	(9)	1.07059

EXPLANATION

2017 Rating By-law Metro Vancouver Regional District

Enactment of the attached By-law will levy the rates necessary to raise funds requisitioned by the Metro Vancouver Regional District for 2017.

Director of Legal Services
May 16, 2017

BY-LAW NO. _____ *ABF*

**A By-law to levy a rate on property to raise monies
required to be paid to the Metro Vancouver Regional District**

PREAMBLE

Pursuant to the *Local Government Act*, the City of Vancouver is required to make due provision for the amount of money requisitioned from it by the Metro Vancouver Regional District.

The Metro Vancouver Regional District has requisitioned from the City the sum of \$18,931,748 for the year 2017.

The amount of money requisitioned by the Metro Vancouver Regional District may be raised by the City of Vancouver by levying a rate on property upon the basis provided in the *Local Government Act*.

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

1. For the purpose of providing for the payment of the amount requisitioned from the City by the Metro Vancouver Regional District in the year 2017, there is hereby imposed per one thousand dollars of taxable value of land and improvements, but excluding property that is taxable for school purposes only by a special act, the rates hereinafter set forth, namely:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Class 1 - residential	(1)	0.04255
Class 2 - utilities	(2)	0.14891
Class 3 - supportive housing	(3)	0.04255
Class 4 - major industry	(4)	0.14465
Class 5 - light industry	(5)	0.14465
Class 6 - business and other	(6)	0.10424
Class 8 - recreational property/ non-profit organization	(8)	0.04255
Class 9 - farm	(9)	0.04255

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

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend Health By-law No 9535
regarding marinas**

On Tuesday, May 2, 2017, Council approved proposed amendments to the Health By-law regarding marinas. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 16, 2017

BY-LAW NO. *ABF*

**A By-law to amend Health By-law No. 9535
regarding marinas**

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

1. This by-law amends the indicated provisions of the Health By-law No. 9535.
2. Council adds a new section 3, as follows:

**“SECTION 3
MARINAS**

Definitions

3.1 In this section:

“discharge” means any spilling, leaking, pumping, pouring, emitting, emptying, throwing or dumping;

“food waste” means coffee grounds, coffee filters, tea bags, tea leaves, eggs, eggshells, dairy products, bread, baked goods, pasta, batter, dough, meat, poultry, fish, shellfish, bones, fat, shells, fruit, vegetables, grains, nuts, seeds, peelings, shells, oils, butter, sauces combined with foods, whether raw, cooked or processed, but excludes grease, diapers, animal carcasses and liquid oils not combined with food;

“garbage” means solid waste that is not food waste or recyclable material;

“marina” means any installation operated under public or private ownership, which provides moorage space for watercraft;

“marine toilet” means any toilet on or within a watercraft;

“oil” means oil of any kind or in any form and, without limiting the generality of the foregoing, includes petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes, but does not include dredged spoil;

“potable water” means water which meets the Guidelines for Canadian Drinking Water Quality;

“pump-out facility” means a device or method designed for the removal of sewage from a holding tank connected to a marine toilet or from a self-contained marine toilet, and includes a portable pumping system;

“recyclable material” means solid waste that has been designated as recyclable by the City Engineer; and

“watercraft” means any boat, hull barge or houseboat which is afloat, whether self-propelled or not, and includes pleasure and commercial craft.

Marina supervision

3.2 Every owner or operator of a marina shall supervise the operation of the marina and maintain the operation in conformance with this By-law.

Potable water

3.3 Potable water supplied to watercraft moored in a marina must be conveyed in such a manner as to maintain the quality and safety of the water.

No watercraft to discharge oil

3.4 No person, including a registered owner of a watercraft, shall cause, permit or allow the discharge of oil from any watercraft.

No marina to discharge oil

3.5 No owner or operator of a marina shall cause, permit or allow the discharge of oil from any watercraft moored at a marina.

No watercraft to discharge sewage

3.6 No person, including a registered owner of a watercraft, shall cause, permit or allow the discharge of sewage from watercraft other than into a sanitary sewer or pump-out facility.

No marina to discharge sewage

3.7 No owner or operator of a marina shall, cause permit or allow the discharge of sewage from watercraft in a marina other than into an approved sanitary sewer or pump out facility.

Post notices

3.8 Every owner or operator of a marina shall post and maintain at least four (4) notices in conspicuous locations prohibiting the discharge of sewage or oil from watercraft.

No waste from watercraft

3.9 No person shall cause, permit or allow the discharge or removal of any garbage, food waste or recyclable material from any watercraft other than into a garbage, food waste or recycling container.

No waste from marina

3.10 No owner or operator of a marina shall cause, permit or allow the discharge or removal of garbage, food waste or recyclable material from any watercraft moored at a marina other than into a garbage, food waste or recycling container.

Marina regulations

3.11 Every marina owner shall:

- (a) post and maintain notices in conspicuous locations within the marina stating the location of garbage, food waste and recycling containers and that garbage, food waste and recyclable material shall be disposed of only at the garbage, food waste and recycling container area;
- (b) provide an adequate number of covered containers for the collection of garbage, food waste and recycling, located conveniently where they can be readily seen and used;
- (c) make provisions for the regular servicing and emptying of garbage, food waste and recycling containers so as to prevent overflowing garbage, overflowing food waste, overflowing recyclable material, foul odors, insects and other pests;
- (d) provide containers designed for the collection and disposal of waste oil from the marina operation;
- (e) maintain the marina property and buildings free of pests and of conditions which attract, provide shelter for or promote the propagation of pests; and
- (f) ensure that buildings, docks, floats, gangways, piers and ramps are kept in good repair.”

4. Council renumbers the previous section 3 as section 4, 4.1, 4.2, 4.3, 4.4 and 4.5 respectively, and section 4 as section 5, section 5.1 and section 5.2 respectively.

5. Council strikes “3.3(c)” from the new section 4.4 and replaces it with “4.3(c)”.

6. Council replaces the Table of Contents with the Table of Contents attached as Schedule “A” to the By-law.

“Schedule A”

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- 3.8 Post notices
- 3.9 No waste from watercraft
- 3.10 No waste from marina
- 3.11 Marina regulations

**SECTION 4
OFFENCES AND PENALTIES AND ENFORCEMENT**

- 4.1 Notice of violation
- 4.2 Service of notice
- 4.3 Offences under By-law
- 4.4 Fine for offence
- 4.5 Fine for continuing offence

**SECTION 5
REPEAL AND ENACTMENT**

- 5.1 Repeal
- 5.2 Force and effect

SCHEDULES

Schedule A - Permitted Pesticides

EXPLANATION

**A By-law to amend Fire By-law No. 11312
regarding fire safety, carbon monoxide alarms,
smoke alarms and housekeeping**

On May 2, 2017, Council approved amendments to the Fire By-law regarding fire safety, carbon monoxide alarms, smoke alarms and housekeeping. Enactment of the attached By-law will accomplish Council's resolution, as well as enact two miscellaneous amendments regarding fines and fees.

Director of Legal Services
May 16, 2017

BY-LAW NO. ABF

A By-law to amend Fire By-law No. 11312
Regarding fire safety, carbon monoxide alarms,
smoke alarms and housekeeping

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

1. This By-law amends the indicated provisions of Fire By-law 11312.
2. In Division A, Article 1.4.1.2., Council:
 - (a) strikes out the definition of “*roman candle*”; and
 - (b) adds, in alphabetical order:

“*Consumer pack* means six or more *consumer fireworks* which are packaged and sold together as a unit”.
3. In Division B, Article 2.1.3.3., Council:
 - (a) strikes out Clause (7)(b) and substitutes:

“b) a *dwelling unit* permitted to be constructed before *smoke alarms* were required by the *Building By-law*”; and
 - (b) strikes out Sentences (4) to (6), and renumbers Sentence (7) as Sentence (4).
4. In Division B, after Article 2.1.3.8, Council adds:

“2.1.3.9. Carbon Monoxide Alarms

 - 1) This Article applies to every *building* that contains a *residential occupancy*, a *care occupancy* with individual *suites*, or a *care occupancy* containing sleeping rooms not within a *suite*, and that also contains:
 - a) a fuel-burning *appliance*, or
 - b) a *storage garage*.
 - 2) Carbon monoxide alarms shall be installed in accordance with the *Building By-law*.”
5. In Division B, Table 2.16.1.1., after the entry for “2.1.3.8 Commissioning of Life Safety and Fire Protection Systems”, Council adds:

“

2.1.3.9. Carbon Monoxide Alarms	
(2)	[F44,F81-OS3.4]

”

6. In Division B, Sentence 2.8.2.4.(1), Council strikes out “provide a firefighting operations manual that includes, but is not limited to” and substitutes “include”.

7. In Division B, Council strikes out Sentence 2.8.2.4.(2).

8. In Division B, after Article 2.4.2.2., Council adds:

“2.4.2.3. Discarded Smoking or Burning Materials

1) Cigarettes, cigars, or any other lighted smoking materials, or any burning materials shall not be discarded in such a manner as to create a risk of fire or explosion.”

9. In Division B, Article 2.4.5.1., at the beginning, Council adds “(1)”.

10. In Division B, to Table 3.9.1.1., in numerical order, Council adds:

“

2.4.2.3. Discarded Smoking or Burning Materials	
(1)	[F01- OS1.1]
	[F01- OP1.1]

”

11. In Division B, Sentence 2.4.5.1.(1), at the end, Council strikes out:

“(See Appendix A).”

12. In Division B, Sentence 2.4.5.3.(1) at the end, Council adds “(See Appendix A).”

13. In Division B, Appendix A, Council inserts:

“

A-2.4.5.2. Open Air Fires. Before a permit is issued for an open air fire, the applicant should propose measures for the prevention of fire spread, to the satisfaction of the *Fire Chief*. Conditions of the permit may include, without limitation, conditions related to: establishing sufficient clear space between the fire and adjacent buildings, other combustibles and woodlands; limits on the size and height of the pile of combustibles to be burned; wind conditions; fire control measures such as hoses and water tanks; and, if a receptacle is to be used, the design of the receptacle.

A-2.4.5.3. Barbeques This By-law does not prohibit the use of propane barbeques on balconies, provided the fuel lines are maintained and the tanks are labelled by an approved agency, and are safety capped. Safety measures should be observed

regarding clearances to underside of overhead decks or other structures and other combustible surfaces, and adequate ventilation around the unit.”

14. In Division B, Article 5.7.1.3., Council:

(a) re-numbers Sentences (1) through (5) as (2) through (6);

(b) adds in numerical order:

“1) No person shall possess or discharge any *firecrackers* or *firework* that is prohibited by the Explosives Regulations of Canada.”; and

(c) strikes out re-numbered Sentence (2) and substitutes:

“2) No person shall purchase, sell, offer for sale, or supply

a) roman candles with an outside diameter 20 mm or less, except as part of a *consumer pack* in which roman candles constitute not more than 25 percent of the total number of *fireworks* in the *consumer pack*,

b) any *firework* that is prohibited by the Explosives Regulations of Canada, or

c) *firecrackers*.”.

15. In Division B, Sentence 5.7.1.5.(13), Council strikes out Clauses (a), (b) and (c), and substitutes:

“

a) store more than 1000 kg of *fireworks* on the premises, including *fireworks* that are displayed for sale, or

b) smoke, or suffer, permit or allow any person to smoke in any room where *consumer fireworks* are stored, displayed or sold.”

16. In Division B, Council deletes Subsection 5.7.3. (Transporting Explosives and Fireworks).

17. In Division B, after Sentence 2.1.3.1.(2), Council adds:

“3) No locking devices shall be installed on fire department connections unless they are *acceptable* to the *Fire Chief*.”

18. In Division B, Sentence 2.8.1.1.(1), Council adds at the end:

“(see Appendix A)”

19. In Division B, Appendix A, Council adds in the appropriate order:

“A-2.8.1.1.(1). Emergency procedures for all hazards and incidents other than a fire emergency, such as earthquake, flood, active shooter, should be prepared whenever possible and in consultation with the applicable regulatory authorities. These all hazards emergency plans could be integrated with, or appended to, the fire safety plan for the building. A document published by NFPA, “Guidelines to Developing

Emergency Action Plans for All-Hazard Emergencies in High-Rise Office Buildings”, provides guidance.”

20. In Division B, after Sentence 2.8.2.5.(2), Council adds:

“3) The fire safety plan for a *building* not within the scope of Subsection 3.2.6. of Division B of the *Building By-law* shall be kept in an *acceptable* box at an *acceptable* location near the principal entrance to the *building*.”

21. In Division B, Sentence 6.1.1.5.(1), Council strikes out the phrase “(See Appendix A)”.

22. In Division C, Article 1.3.1.1., Council strikes out Sentence (1) and substitutes:

“1) The *owner* shall allow the *Fire Chief* or any member of the fire department authorized by the *Fire Chief* to enter any *building* or premises at any reasonable time for the purpose of administering and enforcing this by-law.”

23. In Division C, Article 1.3.1.10., Council strikes out Sentences (1) and (2) and substitutes:

“1) If, during a routine inspection of a building, facility or premises by the Fire Chief, contraventions of this By-law related to fire safety are discovered and the owner is informed of those contraventions, the Fire Chief may return for a re-inspection.

2) Every owner whose building, facility or premises is subject to a re-inspection shall pay the applicable fees as set out in the Fee Schedule attached to this By-law for each re-inspection conducted to determine that no further contravention of the By-law is observed.”

24. In Division C, after Article 1.3.1.15., Council adds:

“

1.3.1.16. Posting a Permit

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

25. In Division C, after Sentence 1.2.1.11.(2), Council adds:

“

3) No person shall cause a fire alarm system to be activated, or permit, suffer or allow the activation of a fire alarm system, when there is no fire or emergency.

4) No person shall cause a false report of a fire, or permit, suffer or allow the false reporting of a fire.”

26. In Division C, after Sentence 1.6.2.1.(2) d), Council:

(a) adds “e) Sentence 2.4.6.1.(1) of Division B”; and

(b) re-numbers e), f), g), h) and i) as f), g), h), i) and j) respectively.

EXPLANATION**Ticket Offences By-law amending By-law No. 9360
Re: Offences pursuant to the Fire By-law**

On May 2, 2017, Council approved amendments to the Ticket Offences By-law regard offences pursuant to the Fire By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
May 16, 2017

BY-LAW NO. *ABF*

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

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

1. This By-law amends the indicated provisions of By-law No. 9360.
2. Council strikes out Tables 8.1 and 8.2 and substitutes the Tables 8.1 and 8.2 attached hereto as Schedule 1.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

Schedule 1

**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
	No CO alarming device in dwelling unit	2.1.3.9.(2) 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 secure vacant building	2.4.6.1.(1) 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 alarm/voice communication system	6.3.1.1.(1) Division B	\$750.00	
	Fail to inspect/test/maintain	6.4.1.1.(1) Division B	\$750.00

	water-based fire protection system		
	Fail to install/inspect/test/maintain a smoke alarm	6.7.1.1.(1) Division B	\$500.00
	Fail to inspect/test/maintain a CO alarming device	6.7.1.1.(3) Division B	\$500.00

**Table 8.2
Fire By-Law**

Column 1	Column 2	Column 3	Column 4
Fire Chief	Discard smoking or burning materials	2.4.2.3.(1) Division B	\$500.00
Police Officer	Light or maintain outdoor fire without permit	2.4.5.1.(1) Division B	\$500.00
	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
	Fail to comply with the conditions on the consumer fireworks permit	5.7.1.5.(5) Division B	\$500.00
	Fail to comply with Fire	1.2.1.1.(1) Division C	\$500.00

Column 1	Column 2	Column 3	Column 4
	Chief Order		
	Activate Fire alarm system	1.2.1.11.(3) Division C	\$500.00
	False report of Fire	1.2.1.11.(4) Division C	\$500.00

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 328 Nanaimo**

The owner of these lands applied, pursuant to development application DE420079, to develop thereon a four storey multiple dwelling containing 16 residential units and 19 underground parking spaces, having vehicular access from the lane, which application was approved by the Director of Planning subject to a number of conditions, including a condition that the owner execute a rental 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 city's "prior-to DE letter" of November 17, 2016 to the owner's architect.

A rental housing agreement has been accepted and signed by the owner applicant and its mortgagee. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Director of Planning's condition regarding a rental housing agreement.

Director of Legal Services
May 16, 2017

328 Nanaimo

ABF

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 328 Nanaimo**

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:

PID: 030-078-687

Lot 1 of Lot 54 Town of Hastings Suburban Lands Plan
EPP67501

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 _____, 2017

Mayor

City Clerk

Schedule A

FORM_C_V22 (Charge)

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

PAGE 1 OF 17 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)
Wilson Rasmussen LLP
 Lawyers & Notaries
 #300, 15127 100th Avenue
 Surrey BC V3W 3N1
 Telephone: 604-583-7917
 Facsimile: 604-583-7139
 #LS-16-03935-001 (Housing Agreement)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
030-078-687 LOT 1 OF LOT 54 TOWN OF HASTINGS SUBURBAN LANDS PLAN EPP67501

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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

5. TRANSFEROR(S):
HERMES BUILDERS INC., INC. NO. BC1029307
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)

Andrea M. Rasmussen
 BARRISTER & SOLICITOR
 300 - 15127 100th Avenue
 Surrey BC V3W 0N9

Execution Date		
Y	M	D
17	04	28

Transferor(s) Signature(s)
HERMES BUILDERS INC. by its
authorized signatory(ies):

 Print Name: **MUIZ ANANDI**

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.

FORM_D1_V22

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 17 PAGES

Officer Signature(s)

D Leslie

(As to both signatures)

DIANA LESLIE
A Commissioner for taking
Affidavits for British Columbia
100, 19915 - 64th Avenue
Langley, BC V2Y 1G9
My Appointment Expires January 31, 2018

Execution Date		
Y	M	D
17		
17	05	01

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

CANADIAN WESTERN BANK by its
authorized signatory(ies):

[Signature]

Print Name: Joe Pereira
Sr. Manager & Team Lead,
Commercial Banking

Print Name: Scott Bearss
AVP & Branch Manager

OFFICER CERTIFICATION:

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

FORM_E_V22

LAND TITLE ACT
FORM E

PAGE 3 OF 17 PAGES

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument
Priority Agreement		granting above Covenant priority over Mortgages CA4312178, CA4499544 and CA4707167 and Assignments of Rents CA4312179, CA4499545 and CA4707168

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
328 NANAIMO STREET

WHEREAS:

A. It is understood and agreed that at this instrument and Agreement shall be read as follows:

- (i) the Transferor, HERMES BUILDERS INC., 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 the corporate entity, and "Vancouver" when referring to the geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner applied under Development Permit Application number DE420079 (the "Development Permit Application") to develop on the Lands a four storey multiple dwelling containing 16 residential units and 19 underground parking spaces, having vehicular access from the lane;

D. The Development Permit Application was approved in principle by the City's Director of Planning subject to, among other things, fulfillment of the condition that the Owner enter into a housing agreement with the City to secure not less than four of the residential units in the Building as rental housing for the longer of 60 years or the life of the Building and on the other terms and conditions set out in the City's "prior-to DE" letter of November 17, 2016 to the Owner's architect Mr. Matthew Cheng, such housing agreement to be enacted by by-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means any new building or structure built on the Lands as

contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) **"Chief Housing Officer"** means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function, including the General Manager of Community Services, and their respective nominees;
- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (h) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (i) **"Development Permit"** means a development permit issued by the City means a as a result of the Development Permit Application;
- (j) **"Development Permit Application"** has the meaning ascribed to that term in Recital C;
- (k) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (l) **"Eligible Tenants"** means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the redevelopment contemplated by the Development Permit proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **"Eligible Tenant"** means any one of them;
- (m) **"General Manager of Community Services"** means the chief administrator from time to time of the City's Community Services Department and his/her successors in function and their respective nominees;
- (n) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (p) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (q) "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, 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;
- (r) "Moving Expenses" means receipted moving expenses (whether for moving out and/or moving back in) and reconnection fees to a maximum of \$750 for each unit occupied by Eligible Tenants;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the Building or any other development or partial development on the Lands contemplated by the Development Permit;
- (t) "Owner" means the Transferor, Hermes Builders Inc., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) "Rental Housing Condition" has the meaning ascribed to that term in Recital D;
- (x) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c);

- (y) "Replacement Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (z) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (aa) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the Building after its completion, and "Returning Tenant" means any one of them;
- (bb) "Tenant Relocation Plan" means the Owner's Final Tenant Relocation Plan as approved by the General Manager of Community Services (as successor in function to the Chief Housing Officer);
- (cc) "Tenant Relocation Report" means the report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value to be given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that Report (i.e., prior to Building Permit in the case of the Interim Report and prior to final Occupancy Permit in the case of the final Report);
- (dd) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (ee) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall 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 shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the Commencement Date, it will construct, fit and finish, at its sole cost and expense, the Building to contain Housing Units and related amenity and parking spaces, in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, not less than four of the Housing Units will be used only for the purpose of providing Rental Housing (the "Rental Housing Units"), and if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, 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 Rental Housing Units as the Building formerly contained, which replacement Rental Housing Units will also

be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units (or Replacement Rental Housing Unit, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement For Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.9;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units (or Replacement Rental Housing Unit, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (j) prior to the issuance of the Development Permit the Owner will provide to the General Manager of Social Housing, in form and contents satisfactory to the General Manager of Social Housing, a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the Owner's intent to redevelop the property; that indicates the number of units occupied on the date of the notice; and includes copies of a letter addressed to each Eligible

Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant.

**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 Rental Housing Unit in the Building following issuance of the Occupancy Permit with a starting rent as set forth in the Tenant Relocation Plan (being \$1,120, a 20% discount on the starting rent of \$1,400 per month for a one bedroom unit);
 - (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) any Eligible Tenant that was occupying a pet friendly unit in the demolished building will be offered a pet friendly unit in the Building; 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 Building, that:
- (a) 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, to the General Manager of Community Services (as successor in function to the Chief Housing Officer), an interim Tenant Relocation Report in form and contents satisfactory to the General Manager of Community Services; and
 - (b) the City will be under no obligation to issue any Building Permit, notwithstanding compliance by the Owner with all other prerequisites to the issuance of a Building Permit, until such time as the Owner has complied with Section 4.1(a).
- 4.2 Without limiting the general scope of Article 8, 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 for the Building 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 Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Community Services (as successor in function to the Chief Housing Officer), , in form and substance satisfactory to the General Manager of Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(h), is in force and effect;
 - (ii) confirmation that the Tenant Relocation Plan has been complied with;
 - (iii) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable, together with evidence substantiating the rent discount; and
 - (iv) a final Tenant Relocation Report; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 5.1(a).
- 5.2 Without limiting the general scope of Article 8, 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 for the Building 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, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 7
ENFORCEMENT**

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

**ARTICLE 8
RELEASE AND INDEMNITY**

8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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.

The indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 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 9 NOTICES

- 9.1 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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

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

(b) If to the Owner:

Hermes Builders Inc.
204 - 4676 Main Street
Vancouver, British Columbia
V5V 3R7

Attention: President

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

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

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.
- 10.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 10.3 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.

- 10.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.5 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.
- 10.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands.
- 10.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.8 Further Assurances. Each party shall 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.
- 10.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed

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acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 10.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

10.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

IN WITNESS WHEREOF the parties have executed this Agreement on the Land Title Act Forms which are a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgages registered under numbers CA4312178, CA4499544 and CA4707167 and the Assignments of Rents registered under numbers CA4312179, CA4499545 and CA4707168;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charges" means the Housing Agreement and Section 219 covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT