

EXPLANATION

**Debenture By-law
Re: Lane Lighting**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain lane lighting project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 25, 2019

HC

BY-LAW NO.

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$1,588.73, for certain local improvement lane lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 10, 2019, describing and designating the Works as number 2, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$1,588.73, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$1,588.73, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$409,728,484,793.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$1,080,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$1,588.73, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 25, 2019 and on June 25 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 25, 2019", and will be payable in each of the years 2019 to 2023, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.
7. Council hereby imposes, in each of the years 2019 to 2023, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2019 to 2023, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this day of , 2019

Mayor

City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the day of the sum of Dollars (\$)) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 25th day of June in each year during the term of the Debenture, commencing in the year 2019, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. () duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 25th day of June, 2019.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY-LAW	LANE LIGHTING			6.00%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT	
2019	1,588.73	355.81	0.00	355.81	
2020	1,232.92	281.83	73.98	355.81	
2021	951.09	298.74	57.07	355.81	
2022	652.35	316.67	39.14	355.81	
2023	335.68	335.68	20.13	355.81	
		<u>1,588.73</u>	<u>190.32</u>	<u>1,779.05</u>	

EXPLANATION**Debenture By-law
Re: Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 25, 2019

HC

BY-LAW NO. _____

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$24,901.11, for certain local improvement street work projects, including lane paving, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain street work projects, including lane paving (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 10, 2019, describing and designating the Work as number 1, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owner of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$24,901.11, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$24,901.11, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$409,728,484,793.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$1,080,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$24,901.11, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 25, 2019 and on June 25 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 25, 2019", and will be payable in each of the years 2019 to 2033, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2019 to 2033, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2019 to 2033, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. _____ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the _____ day of _____, the sum of _____ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 25th day of June in each year during the term of the Debenture, commencing in the year 2019, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (_____) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 25th day of June, 2019.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY-LAW	LANE PAVEMENT		6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2019	24,901.11	2,418.76	0.00	2,418.76
2020	22,482.35	1,069.82	1,348.94	2,418.76
2021	21,412.53	1,134.01	1,284.75	2,418.76
2022	20,278.52	1,202.05	1,216.71	2,418.76
2023	19,076.47	1,274.17	1,144.59	2,418.76
2024	17,802.30	1,350.62	1,068.14	2,418.76
2025	16,451.68	1,431.66	987.10	2,418.76
2026	15,020.02	1,517.56	901.20	2,418.76
2027	13,502.46	1,608.61	810.15	2,418.76
2028	11,893.85	1,705.13	713.63	2,418.76
2029	10,188.72	1,807.44	611.32	2,418.76
2030	8,381.28	1,915.88	502.88	2,418.76
2031	6,465.40	2,030.84	387.92	2,418.76
2032	4,434.56	2,152.69	266.07	2,418.76
2033	2,281.87	2,281.87	136.89	2,418.76
		24,901.11	11,380.29	36,281.40

EXPLANATION**A By-law to amend A By-law to provide for the indemnification of registered volunteers
No.11340 regarding volunteer form counter-signatures**

Enactment of the attached By-law will remove an administrative requirement regarding volunteer intake that has no legal consequences.

Director of Legal Services
June 25, 2019

EXPLANATION**2019 Fire By-law**

On June 12, 2019, Council approved a new 2019 Fire By-law to replace Fire By-law 11312. The new Fire By-law incorporates provisions from the 2018 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
June 25, 2019

HC

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. FSA 20181 dated October 16, 2018 and effective December 20, 2018, 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 in the Fire Code, except in Article 1.4.1.2., and substitutes "*Fire Chief*";
- (e) strikes out "construction" wherever it appears in the Fire Code, and substitutes "*construction*"; and
- (f) strikes out "owner" wherever it appears in the Fire Code, and substitutes "*owner*".
- (g) strikes out "firework" or "fireworks" wherever it appears in the Fire Code, and substitutes "*firework*" or "*fireworks*".

SCHEDULE A

Changes to Division A of the Fire Code

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

1. In Article 1.4.1.2., Council:

- (a) strikes out the definition of "authority having jurisdiction";
- (b) strikes out the definition of "building"; and
- (c) inserts 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 under the Explosives Act (Canada), but does not include sparklers, Christmas crackers or caps for toy guns.

Consumer pack means six or more *consumer fireworks* which are packaged and sold together as a unit.

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 under the Explosives Act (Canada).

Explosives mean explosives that are classified as authorized explosives by the Explosives Regulations under 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, restaurant – class 2 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.

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.

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 under 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. In Table 1.3.1.2., Council inserts:

"

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

3. In Article 2.1.3.1., Council adds:

"3) No locking devices shall be installed on fire department connections unless it is *acceptable* to the *Fire Chief*."

4. In Subsection 2.1.3., Council adds:

"2.1.3.8. 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 Table 2.16.1.1., after the entry for "**2.1.3.6 Inspection, Maintenance and Testing of Fire Safety Devices**", Council adds:

"

2.1.3.8. Carbon Monoxide Alarms	
(2)	[F44, F81 – OS3.4]

"

6. In Article 2.4.1.1., Council adds:

(7) Except as permitted by Sentences (9) and (10), outdoor storage receptacles, such as dumpsters, used for combustible materials that have a capacity of more than 1500 L shall

- a) be constructed of noncombustible materials,
- b) have a close-fitting cover constructed of noncombustible materials, and
- c) have provisions to prevent use by unauthorized persons.

8) Sentence (7) applies to any storage receptacles that are left outdoors unattended at any time, even if they are normally located inside a building.

9) A close-fitting cover constructed of combustible material is permitted where the outdoor storage receptacle is located in an enclosure fenced in conformance with Article 3.3.2.6.

10) The *Fire Chief* may issue a *permit* for the use of an outdoor storage receptacle constructed of combustible materials if it can be shown to the satisfaction of the *Fire Chief* that there is no reasonable alternative to the use of an outdoor storage receptacle constructed of combustible materials, and that it does not create a fire hazard.”.

7. In Subsection 2.4.2. Council strikes out the title “**Smoking**”, and substitutes “**Burning Materials and Smoking**”.

8. In Subsection 2.4.2., Council adds:

“2.4.2.3. Discarded Burning or Smoking 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 Table 2.16.1.1., Council inserts:

“

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

”.

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

“2.4.5.1. Prohibition of Open Air Fires

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

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 Note A-2.4.5.2.)

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*. (See Note A-2.4.5.3.)”.

11. 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.”.

12. In Subsection 2.5.1., Council:

- a) in Article 2.5.1.4, adds the words “for a distance of not less than 1 m” after “at all times”; and
- b) adds the following new Article 2.5.1.6:

“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*.”.

13. In Table 2.16.1.1., Council:

- a) inserts the following:

“

2.5.1.6. Requirements Regarding Street Addresses	
(1)	[F12 – OP1.2]
	[F12 – OS1.2]

”; and

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

“

2.5.1.3. Emergency Access to Roof and Floor Areas	
(1)	[F12 – OP1.2]
	[F12 – OS1.2]
(2)	[F12 – OP1.2]
	[F12 – OS1.2]

”

14. 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* 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 Note A-2.7.1.3.(4))
- 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 m² 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 ²	Type of Use	Area per person m ²
Assembly Uses		Business and personal services	
Space with fixed seats	(1)	uses	4.60
Space with non-fixed seats	0.75	personal services shops	9.30
Stages for theatrical performances	0.75	offices	
Space with non-fixed seats and tables	0.40	Mercantile uses	3.70
Standing space	0.60	<i>Basements and first storeys</i>	
Stadia and grandstands	9.30	<i>Second storeys</i> having a principal entrance from a pedestrian thoroughfare or a parking area	3.70
Bowling alleys, pool and billiard rooms	1.85	<i>Other storeys</i>	5.60
Classrooms	1.20		
School shops and vocational rooms	4.60	Industrial uses	4.60
Reading or writing rooms or lounges	1.20	Manufacturing or process rooms	46.00
dining, beverage and cafeteria space		Storage garages	28.00
Laboratories in schools		Storage spaces (warehouse)	46.00
<i>Licensed Beverage Establishments</i>		Aircraft hangars	
Care or detention uses		Other uses	
Treatment and sleeping room areas	10.00	Cleaning and repair goods	4.60
Detention quarters	11.60	Kitchens	9.30
		Storage	46.00
		Public corridors intended for occupancies in addition to	3.70

Residential uses <i>Dwelling units</i> Dormitories	(2) 4.60	pedestrian travel	
--	-------------	-------------------	--

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*."

15. In Table 2.16.1.1., Council strikes out the entry for "2.7.1.3. Occupant Load", and substitutes:

"

2.7.1.3. Occupant Load	
(1)	[F10 – OS3.7]
	[F11 – OS1.5]
(4)	[F10 – OS3.7]
	[F11 – OS1.5]

"

16. In Notes to Part 2 in Division B, Council renumbers A-2.7.1.3.(1) as A-2.7.1.3.(3).

17. 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 the room or *floor area*."

18. In Subsection 2.7.1., Council adds:

"2.7.1.9. Inspections and Maintenance of Structures Providing Exterior Means of Egress

1) This Article applies to all *buildings* more than 3 *storeys* in height with any structures providing exterior *means of egress* where the difference in floor or ground level is more than 2 m, except *buildings* with no more than two principal *dwelling units*.

2) All structures providing exterior *means of egress*, including their guards, handrails, and connection to the *building*, shall be inspected for structural integrity by a *registered professional* at intervals not greater than 5 years.

3) All structures providing exterior *means of egress*, including their guards, handrails, and connection to the *building*, shall be maintained so as to be structurally sound at all times.

4) All structures providing exterior *means of egress* shall have a securely affixed tag showing the date of the inspection, maintenance, or repair, and the name, seal and signature of the *registered professional*.

5) The tag referred to in Sentence (4) shall be clearly visible from the adjacent ground level.

6) The tag referred to in Sentence (4) shall be displayed at all times.”.

19. In Section 2.7., 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.”.

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

“

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

”

21. In Sentence 2.8.1.1.(1), Council adds, at the end:

“(See Note A-2.8.1.1.)”.

22. In Notes to Part 2 in Division B, Council inserts:

“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.”

23. In Article 2.8.2.1., 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, amount, or arrangement of *dangerous goods* stored in the *building*.”.

24. In Article 2.8.2.5., Council adds:

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

25. 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]

"

26. In Subsection 2.8.3., 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."

27. In Article 3.1.2.5., Council strikes out Sentence (2) and substitutes:

"2) Cylinders of *dangerous goods* classified as compressed gases that are in storage shall be

- a) protected against valve damage (See Note A-3.1.2.5.(2)(a)),
- b) firmly secured in a position that will not interfere with the operation of the cylinder valve assembly, and
- c) labelled with an *acceptable* tag."

28. 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."

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

- "
- 2) An underground *storage tank* that has been out of service for over 2 years shall
 - a) have all *flammable liquids* and *combustible liquids* removed from it,
 - b) be purged of vapours, and
 - c) except as permitted in Sentence (3), be removed from the ground.
 - 3) Where the *Fire Chief* determines that it is impractical to remove an underground *storage tank*
 - a) the tank shall be filled with inert material, and
- "

- b) the piping shall have the ends permanently sealed by capping or plugging.
- 4) Any associated contamination shall be remediated to the applicable standards as prescribed in the *Contaminated Sites Regulation*.”.

30. 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]
-----	-------------

”

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

- “1) The manufacturing, handling, transportation, sale and use of *dangerous goods* classified as explosives shall conform to
 - a) the requirements of Section 5.7 of this By-law, and
 - b) the Explosives Act (Canada) 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 “Special Effect Pyrotechnics Manual” published by Natural Resources Canada.”

32. 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 “Display Fireworks Manual published by Natural Resources Canada.”.

33. in Article 5.4.5.2., 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.”.

34. 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)”; and

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."

35. 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]
-----	---------------

"

36. In Part 5, 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 possess or discharge any *firecrackers* or *firework* that is prohibited by the Explosives Regulations under the Explosives Act (Canada).

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 under the Explosives Act (Canada), or
- c) *firecrackers*."

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

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

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

- 6) 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 25th and October 31st 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 31st or, if October 31st falls on a Sunday, on October 30th.
- 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) 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."
- 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*.

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*."

37. In Subsection 6.1.1., Council adds:

"6.1.1.5. Service Agents

- 1) A *service agent* shall test and inspect all fire extinguishing systems, fire alarm systems, fire pumps, emergency power systems and commercial kitchen exhaust systems.
- 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) A *service agent* shall service and clean accumulated grease from commercial kitchen exhaust systems in occupancies that produce grease-laden vapours in cooking operations.
- 4) Where a *service agent* has carried out tests, inspections, repairs or maintenance pursuant to Sentence (1) to (3) 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.
- 5) The *owner* shall ensure that a tag referred to in Sentence (3) is securely affixed to the equipment and displayed at all times."

38. 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]

”

39. In Subsection 6.1.1., Council adds:

“6.1.1.6. False Alarms

1) Fire alarm systems, and any security systems or other systems designed to notify the fire department of a fire or emergency, shall be tested, maintained, and repaired in good working order in order to prevent a *false alarm*. (See Note A-6.1.1.6.(1).)”

40. In Section 6.3, Council strikes out the title **“Fire Alarm and Voice Communication Systems”** and substitutes **“Fire Alarm, Voice Communication, and Radio Antenna Systems”**.

41. In Article 6.3.1.1. **Maintenance**, Council strikes out Sentence (1) and substitutes the following:

“1) Fire alarm, voice communication, and radio antenna systems shall be maintained in operable conditions at all times. (See Note A-6.3.1.1.(1).)”

42. In Subsection 6.3.1. **General**, Council adds a new Article 6.3.1.5. as follows:

“6.3.1.5. Radio Antenna Systems

1) Radio antenna systems shall be tested periodically to the satisfaction of the *Fire Chief*. (See Note A-6.3.1.5.(1).)”

43. In Notes to Part 6 in Division B, Council inserts:

- (a) “A-6.3.1.1.(1). The requirement to maintain a radio antenna system in operable condition includes the obligation to obtain any federal licenses required to operate the radio antenna system, and the obligation to ensure that the radio antenna system provides 98 percent radio coverage in each critical location.”; and
- (b) “A-6.3.1.5.(1). Periodic testing should be conducted using fire department radios to verify that radio signal strength of no less than 98% coverage in each of the critical locations of the building has been maintained. A 10% sample of the critical locations of the building rotating each year may be tested. Variation from the original test

should be within 3 dB. Each year batteries used as a back up power supply should be tested in accordance with the Fire Department publication "Vancouver Fire and Rescue Services Specifications for Radio Antenna System Design, Installation and Acceptance Testing". "

44. In Article 6.4.1.1., 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". "

45. In Notes to Part 6 in Division B, Council inserts:

"A-6.1.1.6.(1)

A *false alarm* includes, but is 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. "

46. In Article 7.1.1.4., Council adds:

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

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.

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.

Section 1.3. Obligations of the Owner or Constructor

1.3.1. Obligations

1.3.1.1. Entry

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.

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.(4) 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 a 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 of a *project*, or a portion of a *project*, 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*.

2) Every *owner* or *constructor* calling for a final inspection of a portion of a *project* shall pay the applicable special inspection fee set out in the Fee Schedule attached to this By-law, prior to the inspection, for each final inspection of a portion of the *project* after the first portion.

1.3.1.10. Additional Inspection Following Fire Safety Inspection

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 whether the contraventions referred to in Sentence (1) have been resolved.

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.

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*.

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*,
- b) the installation, removal or abandonment of a *storage tank*, or
- c) the use of an outdoor storage receptacle constructed of combustible materials.

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*.

9) A *permit* is required for *blasting*.

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 2.4.6.1.(1) of Division B,
- f) Sentence 2.7.1.3.(3) of Division B,
- g) Sentence 2.7.1.6.(1) of Division B,
- h) Sentence 5.8.1.1.(1) of Division B,
- i) Sentence 6.3.1.1.(1) of Division B, or
- j) 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. 11312 may be carried out in accordance with the provisions of that By-law."

SCHEDULE D

FEE SCHEDULE

1. Council adds 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	GST applicable
1	Open-air burning (each occurrence)	200.00	-
2	Open-air burning by registered non-profit group (each occurrence)	20.00	-
3	Selling fireworks (wholesale) - annual permit	200.00	-
4	Fireworks vendor - annual permit	250.00	-
6	Firing of display fireworks or explosives (each event)	150.00	-
7	Firing of display fireworks by registered non-profit group (each event)	20.00	-
8	Firing of explosives for blasting operations (per day per project)	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 (each extension)	100.00	-

INSPECTION AND RECORD FEES

Item	Activity	Fee	GST applicable
14	Record search of property (reporting letter), for each civic address on a property (maximum charge 720.00)	100.00	YES
15	Record search regarding incident responded to by Fire Department (for each hour or part thereof)	100.00	YES
16	Each inspection additional to the first inspection for a permit application	100.00	YES
17	Special event plan check or site inspection (for each hour or part thereof)	100.00	YES
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	YES
19	For installation, modification, or relocation of a lock box	100.00	YES
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)	150.00	YES

SERVICE FEES

Item	Activity	Fee	GST applicable
21	Fire watch at special event or filming (for each hour or part thereof, 4 hour minimum)	150.00	YES
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 (for each hour or part thereof, 2 hour minimum)	100.00	YES
25	Review of fire safety plan for all buildings other than high buildings (for each hour or part thereof)	100.00	YES
26	Review of construction fire safety plan	100.00	YES
27	Responding to the third and each subsequent false alarm for the same address in a calendar year (for each occurrence)	200.00	YES

EXPLANATION

5

**A By-law to amend the Ticket Offences By-law
Regarding offences pursuant to the Fire By-law**

On June 12, 2019, Council resolved to amend the Ticket Offences By-law regarding offences pursuant to the Fire By-law. Enactment of the attached by-law will accomplish Council's resolution.

Director of Legal Services
June 25, 2019

Schedule A

**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	2.1.3.8.(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 provide/secure noncombustible outdoor storage receptacle	2.4.1.1.(7) Division B	\$500.00
	Fail to secure vacant building	2.4.6.1.(1) Division B	\$750.00
	Fail to install approved commercial cooking equipment exhaust or fire protection system	2.6.1.9.(1) Division B	\$500.00
	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 on permit	2.7.1.3.(4) Division B	\$750.00
	Exceed occupant load	2.7.1.3.(5) Division B	\$750.00
	Fail to maintain egress	2.7.1.6.(1) Division B	\$750.00
Fail to inspect exterior egress	2.7.1.9.(2) Division B	\$750.00	
Fail to maintain exterior	2.7.1.9.(3) Division B	\$750.00	

Column 1	Column 2	Column 3	Column 4
	egress		
	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/radio antenna system	6.3.1.1.(1) Division B	\$750.00
	Fail to test radio antenna system	6.3.1.5.(1) Division B	\$750.00
	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
	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 firecrackers, bottle rockets or roman candles	5.7.1.3.(2) Division B	\$500.00
	Sell fireworks to a person under 19 years of age	5.7.1.3.(3) Division B	\$500.00
	Point fireworks at any person/animal/building/thing	5.7.1.3.(4) Division B	\$500.00
	Possess or discharge	5.7.1.3.(5) Division B	\$500.00

Column 1	Column 2	Column 3	Column 4
	fireworks by a person under 19 years of age		
	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 Chief order	1.2.1.1.(1) Division C	\$500.00
	Activation of fire alarm system when no fire	1.2.1.11.(3) Division C	\$500.00
	False report of fire	1.2.1.11.(4) Division C	\$500.00

EXPLANATION**A By-law to amend Building By-law No. 10908
Regarding Radio Antenna Systems for Emergency Communications**

On June 12, 2019, Council resolved to amend the Building By-law regarding radio antenna systems for emergency communications. Enactment of the attached by-law will accomplish Council's resolution.

Director of Legal Services
June 25, 2019

HC

BY-LAW NO. _____

**A By-law to amend Building By-law No. 10908
Regarding Radio Antenna Systems for Emergency Communications**

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

1. This by-law amends the indicated provisions of Building By-law 10908.
2. In Division B, Article 3.2.4.10., Council:
 - (a) renumbers Sentence (5) as Sentence (7);
 - (b) after Sentence 4, adds:

"

5) Except as permitted by Sentence (6), a radio antenna system shall perform a self-test at least twice daily and shall be electrically supervised to indicate a trouble signal on the *building* fire alarm system annunciator for:

 - a) loss of power to any head-end equipment, and
 - b) fundamental failure of a self-test.

6) Electrical supervision of a radio antenna system in a *building* in which a fire alarm system is not installed shall be provided by an *acceptable* method."; and

 - (c) in renumbered Sentence (7), strikes out "Sentence (3)" and substitutes "Sentences (3) and (5)".
3. In Division B, Article 3.2.4.22., Council strikes out Sentence 3.2.4.22.(6), and substitutes:

"6) Except where a radio antenna system conforming to Sentence 3.2.5.20.(1) is installed, emergency telephones shall be installed and located in each *floor area* near *exit* stair shafts for the 2-way communication system referred to in Clause (1)(a)."
4. In Division B, Subsection 3.2.5, Council adds:

"3.2.5.20. Radio Antenna Systems

1) Except as permitted by Sentence (2), an *acceptable* radio antenna system shall be installed in every *building* that

 - a) is more than 6 *storeys* in *building height*,
 - b) contains more than 1 *storey* in the basement, or
 - c) contains more than 1200 m² of *floor area* in the basement.

(see Appendix A).

- 2) A radio antenna system shall not be required for
- a) government *buildings* requiring security against transfer of signals inside and outside of *buildings*, and
 - b) where, in the opinion of the *Chief Building Official*, in consultation with the Fire Chief, radio signals compromise the intended use of the *building*.
- 3) A radio antenna system shall provide not less than 98% coverage in each of the following critical locations in the *building*
- a) *exit* stair shafts,
 - b) *exit* corridors,
 - c) *public corridors*,
 - d) corridors used by the public,
 - e) corridors serving classrooms or patients' sleeping rooms,
 - f) within 5 m of the fire alarm control unit,
 - g) within 5 m of the central alarm and control facility,
 - h) within 5 m of the fire alarm annunciator,
 - i) fire pump room,
 - j) emergency generator room,
 - k) electrical service and transformer room,
 - l) elevator machine room,
 - m) elevator lobbies,
 - n) elevator hoistways,
 - o) corridors in the basement and not within a *suite*, and
 - p) *storage garages* and associated vehicle ramps."

5. In Division B, Table 3.9.1.1., in the appropriate row, Council adds:

3.2.5.20. Radio Antenna Systems	
(1)	[F12, F13 – OS1.2, OS1.5] [F12, F13 – OS3.7]
	[F12, F13- OP1.2]

6. In Division B, Article 3.4.4.4., Council:

- (a) at the end of Clause 3.4.4.4.(1)(d), strikes out "and";
- (b) at the end of Clause 3.4.4.4.(1)(e), adds ", and"; and
- (c) after Clause 3.4.4.4.(1)(e), adds:
 - "f) wires, cables, totally enclosed *noncombustible* raceways, and distributed antenna for a radio antenna system conforming to Sentence 3.2.5.20.(1)."

7. In Appendix A of Division B, Council adds:

"A-3.2.5.20. Radio Antenna Systems Buildings of noncombustible construction, or buildings that have glazing with a low emissivity rating can cause interference with radio signals that are necessary for emergency, firefighting and rescue operations. See Fire Department publication "Vancouver Fire Rescue Services Specifications for Radio Antenna System Design, Installation and Acceptance Testing".

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 61-95 West Hastings Street**

After the public hearing on March 13, 2018, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Arts, Culture and Community Services, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed by the applicant and the City now seeks enactment of a By-law, as contemplated by section 565.2 of the *Vancouver Charter*, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
June 25, 2019

HC.

61-95 West Hastings Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 61-95 West Hastings 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:

PIDs: 010-825-762 and
009-849-076,
respectively

Lot A (Reference Plan 355) of Lot 10, Block 3, Old
Granville Townsite, Plan 168, and Lot 9, Block 3,
Old Granville Townsite Plan 168

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 , 2019

Mayor

City Clerk

SCHEDULE A

FORM C_V24 (Charge)

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

PAGE 1 OF 13 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)

Don MacKinnon
CLARK WILSON LLP, Barristers & Solicitors
900 - 885 West Georgia Street
Vancouver BC V6C 3H1

Phone: 604.687.5700
 File No.: 39428.0005
 Document No.: CW13680013 / Section 219 Covenant -
 Housing Agreement and Building Use (Market Rental)

Deduct L/TSA Fees? Yes

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

NO PID NMBR LOT 1 BLOCK 3 OLD GRANVILLE TOWNSITE PLAN EPP84704

STC? YES

Related Plan Number: **EPP84704**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant

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

(a) Filled Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

W EAST HOLDINGS LIMITED (INC. NO. BC0678264)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

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)

HANG ZENG
Barrister & Solicitor
200-1111 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 4S4
604 688 8387

Execution Date		
Y	M	D
19	6	13

Transferor(s) Signature(s)

W EAST HOLDINGS LIMITED, by
its authorized signatory(ies):

Print Name: **JOE KIM TIAK**

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.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT (MARKET RENTAL)
61 - 95 WEST HASTINGS STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, W EAST HOLDINGS LIMITED, is herein 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, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands and is authorized to enter into this Agreement;
- C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District to permit the development of a 10-storey mixed-use building with three commercial units at grade and 132 residential units above, and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the following condition prior to enactment of the rezoning by-law:
- "9. *Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as rental housing, for the longer of 60 years or the life of the building, subject to the following additional conditions:*
- (i) *A no separate-sales covenant.*
 - (ii) *A no stratification covenant.*
 - (iii) *That none of such units will be rented for less than one month at a time.*
 - (iv) *Compliance with the City approved Tenant Relocation Plan.*
 - (v) *Such other terms and conditions as the General Manager of Arts, Culture and Community Services and the Director of Legal Services may in their sole discretion require.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter."*
- the ("Market Rental Housing Condition"); and
- D. The Owner and the City have agreed to enter into this Agreement to satisfy the Market Rental Housing Condition.

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

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 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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 and all schedules hereto;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Rezoning and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;
- (c) "Chief Housing Officer" means the chief housing officer from time to time of the City and her/his successors in function and their respective nominees;
- (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A;
- (e) "City Manager" means the chief administrator from time to time of the City and his/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 Permit" means a permit issued by the City at any time following the Commencement Date authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "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;
- (k) "General Manager of Planning and Development" means the chief administrator from time to time of the City's Planning and Development

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Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

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

- (l) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (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 the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (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, 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) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (q) "Market Rental Housing Condition" has the meaning ascribed to that term in Recltal C;
- (r) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (s) "Occupancy Permit" means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development, or partial development on the Lands or any portion of the Lands;
- (t) "Owner" means the Transferor, W East Holdings Limited, 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 Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

- (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) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(k) and "Replacement Rental Housing Units" means all of such units;
 - (w) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
 - (x) "Rezoning" means the rezoning of the Lands described in Recital C of this Agreement;
 - (y) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) 60 years from the date when the final Occupancy Permit is issued for the Building; or
 - (ii) the date as of which the Building is demolished or substantially destroyed;
 - (z) "Vancouver" has the meaning ascribed to that term in Recital A; and
 - (aa) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.
- 1.2 Interpretation. In this Agreement: 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

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 CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
 61-95 West Hastings Street

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) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain all residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement (the "Market Rental Housing Units");
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;
- (d) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, 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;

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause, or permit beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, 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 satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable), 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;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, 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
- (k) 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 Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market 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.

**ARTICLE 3
RECORD KEEPING**

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to be to the satisfaction of the City. At the

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

5.1 Release and Indemnity. Subject to Section 5.2 and except in each case attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby:

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

(i) by reason of the City or City Personnel:

- (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 willful 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

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

- (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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b); and

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

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

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Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

ARTICLE 6
NOTICES

6.1 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 Chief Housing Officer and the Director of Legal Services

(b) if to the Owner:

W East Holdings Limited
200 - 1111 West Georgia Street
Vancouver, British Columbia
V6E 4S4

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 7
MISCELLANEOUS

7.1 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.

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CW13680453.1

Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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.
- 7.6 **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.
- 7.7 **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.
- 7.8 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the

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Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

CW13680453.1

EXPLANATION**Heritage Designation By-law
Re: 2006 Whyte Avenue**

At a public hearing on June 11, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 2006 Whyte Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
June 25, 2019

City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, 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.

7.9 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 Form C which is a part hereof.

END OF DOCUMENT

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Housing Agreement and Building Use Covenant (Market Rental)
61-95 West Hastings Street

He

2006 Whyte Avenue
Bell Residence

BY-LAW NO.

**A By-law to designate certain real property
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior
envelope and exterior
building materials of
the heritage building
(Bell Residence)

2006 Whyte Avenue
Vancouver, B.C.

PID: 013-931-393
LOT 10
BLOCK 165
PLAN VAP2301
DISTRICT LOT 526
NEW WESTMINSTER
LAND DISTRICT

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 478-496 West 48th Avenue**

After the Public Hearing on December 12, 2017, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
June 25, 2019

HC

478-496 West 48th Avenue

BY-LAW NO. _____

A By-law to amend Sign By-law No.11879

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A by adding the following:

Location	CD-1 Number	By-law Number	Assigned Zoning District
478-496 West 48th Avenue	CD-1 (730)	12464	C-2

3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Noise Control By-law
Re: 478-496 West 48th Avenue**

After the Public Hearing on December 12, 2017, 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
June 25, 2019

478-496 West 48th Avenue

HC.

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. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding:

CD #	By-law #	Approximate Location
730	12464	478-496 West 48th Avenue

3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION

11

**Subdivision By-law No. 5208 amending By-law
Re: 478-496 West 48th Avenue**

Enactment of the attached By-law will delete 478-496 West 48th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 12, 2017 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
June 25, 2019

HC

478-496 West 48th Avenue

BY-LAW NO. _____

A By-law to amend Subdivision By-law No. 5208

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

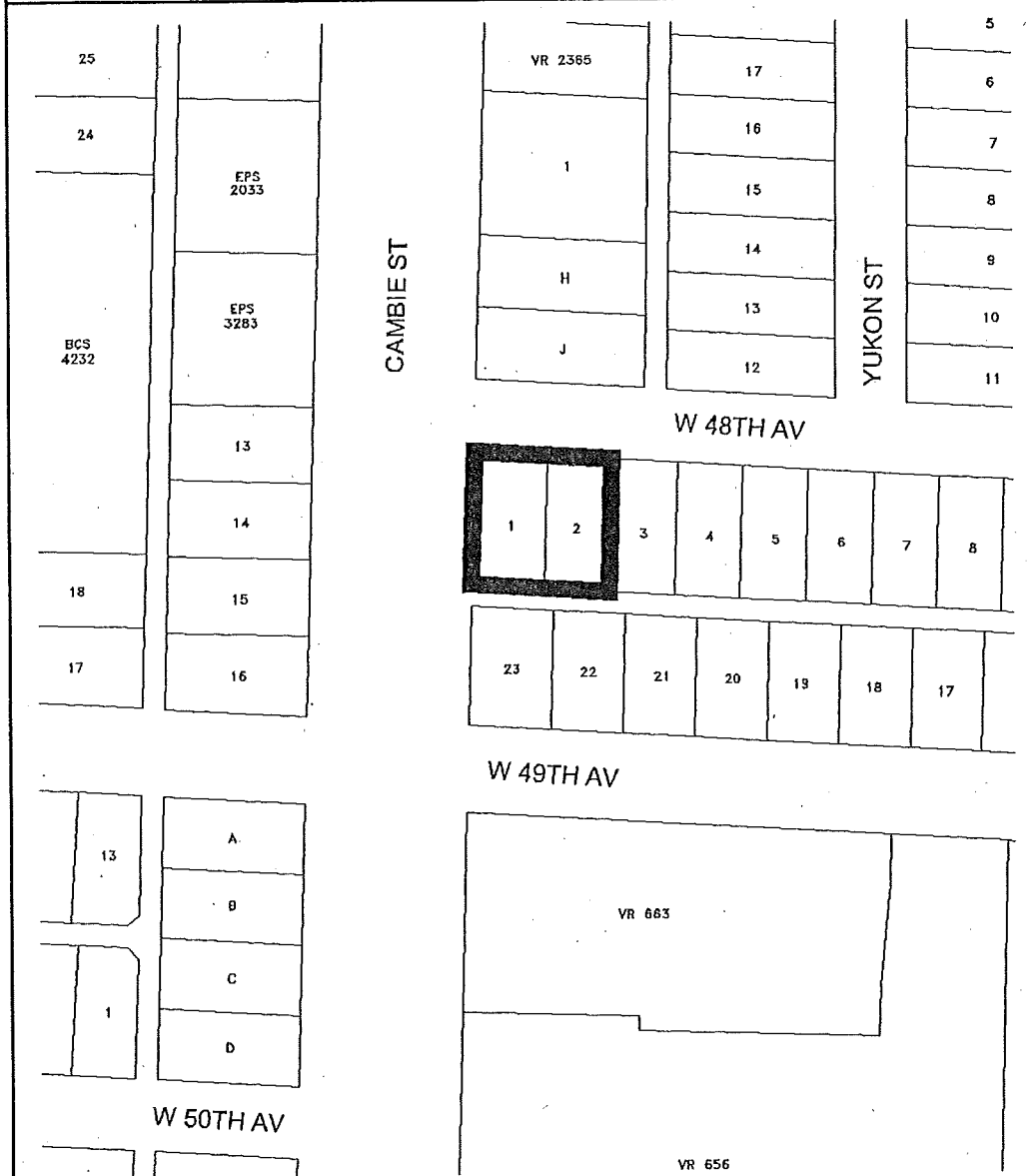
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting Lots 1-2 of Lot 4, Block 999, District Lot 526, Plan 5531; PIDs: 011-138-289, and 004-410-491 respectively from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The property outlined in black () is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

478-496 West 48th Avenue

map: 1 of 1
scale: NTS



City of Vancouver