



**AGENDA FOR THE SPECIAL REGULAR MEETING OF COUNCIL,
HELD ELECTRONICALLY FROM CITY HALL,
141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON
MONDAY, OCTOBER 4, 2021 AT 5:30 PM**

"Live" Broadcast via City Website www.cnv.org/LiveStreaming
Complete Agenda Package available at www.cnv.org/CouncilMeetings

*The City of North Vancouver acknowledges that this Council meeting is held on the
traditional territories of the Squamish and Tsleil-Waututh Nations.*

CALL TO ORDER

APPROVAL OF AGENDA

1. Special Regular Council Meeting Agenda, October 4, 2021

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, September 27, 2021

PROCLAMATIONS

World Mental Health Day – October 10, 2021

Homelessness Action Week – October 10 to 17, 2021

Canadian Library Month – October 2021

PUBLIC INPUT PERIOD

CONSENT AGENDA

Items *3, *4 and *5 are listed in the Consent Agenda and may be considered separately or in one motion.

BYLAWS – ADOPTION

- *3. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8817"
(Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732)
- *4. "Housing Agreement Bylaw, 2021, No. 8872" (Barry Savage / Integra
Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing
Commitments)
- *5. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863"
(Open Appendage / Retractable Balcony Enclosure)

PRESENTATIONS

City of North Vancouver Living Wage Employer Certification – Anastasia French, Campaigns and Operations Organizer, Living Wage for Families Campaign

Presentation of 2021 Climate and Energy Action Award – Climate Adaptation – Patricia Bell, Director of Capacity Development, Community Energy Association

Transport 2050 – Update to City of North Vancouver Council – Vincent Gonsalves, Manager, Community Engagement, TransLink

REPORT

6. 2022 Permissive Tax Exemptions

BYLAW – FIRST, SECOND AND THIRD READINGS

7. “Taxation Exemption Bylaw, 2021, No. 8871”

REPORT

8. Lonsdale Energy Corp. – 2021 Rate Review and Bylaw Amendment

BYLAW – FIRST AND SECOND READINGS

9. “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees)

REPORT

10. Rezoning and Official Community Plan Amendment: 200-236 East 1st Street and 207-225 East 2nd Street (North Shore Neighbourhood House Site)

BYLAWS – FIRST AND SECOND READINGS

11. “Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change)
12. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737)
13. “Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment)

NOTICE OF MOTION

14. Park Construction Noise

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

RECESS TO SPECIAL CLOSED SESSION

REPORT OF THE COMMITTEE OF THE WHOLE (SPECIAL CLOSED SESSION)

ADJOURN

CALL TO ORDER

APPROVAL OF AGENDA

1. Special Regular Council Meeting Agenda, October 4, 2021

ADOPTION OF MINUTES

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World Mental Health Day – October 10, 2021

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Canadian Library Month – October 2021

PUBLIC INPUT PERIOD

The Public Input Period is addressed in sections 12.20 to 12.28 of “Council Procedure Bylaw, 2015, No. 8500.”

The time allotted for each speaker addressing Council during the Public Input Period is 2 minutes, with the number of speakers set at 5 persons. Speakers’ comments will be audio recorded, as well as live-streamed on the City’s website, and will form part of the public record.

As City Hall remains closed to the public, the Regular Council Meetings will be held electronically via “WebEx”. To speak during the Public Input Period of a Regular Council Meeting, pre-registration is required by completing an online form at cnv.org/PublicInputPeriod. Persons can also pre-register by phoning 604-990-4230 and providing contact information. **All pre-registration must be submitted no later than 12:00 noon on the day of the meeting.**

Once you have pre-registered, you will receive login/call-in instructions via email/phone.

You will be required to login or phone into the Council meeting between 5:00 and 5:15 pm on the day of the meeting. At the meeting, speakers will be asked to state their name and address for the record. If speakers have written materials to accompany their presentation, these materials must be emailed to the Corporate Officer at clerks@cnv.org no later than 12:00 noon on the day of the meeting.

The Public Input Period provides an opportunity for comment only and places the speaker’s concern on record, without the expectation of a response from Council.

Speakers must comply with the General Rules of Conduct set out in section 5.1 of “Council Procedure Bylaw, 2015, No. 8500” and may not speak with respect to items as listed in section 12.25(2).

Speakers are requested not to address matters that refer to items from a concluded Public Hearing/Public Meeting or to Public Hearings, Public Meetings and Committee meetings when those matters are scheduled on the same evening’s agenda, as an opportunity for public input is provided when the particular item comes forward for discussion.

Please address the Mayor as “Your Worship” or “Mayor, followed by his/her surname”. Councillors should be addressed as “Councillor, followed by their surname”.

CONSENT AGENDA

Items *3, *4 and *5 are listed in the Consent Agenda and may be considered separately or in one motion.

RECOMMENDATION:

THAT the recommendations listed within the “Consent Agenda” be approved.

START OF CONSENT AGENDA

BYLAWS – ADOPTION

- *3. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8817”
(Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8817”
(Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732) be
adopted, signed by the Mayor and Corporate Officer and affixed with the
corporate seal.

- *4. “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra
Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing
Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra
Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing
Commitments) be adopted, signed by the Mayor and Corporate Officer and
affixed with the corporate seal.

- *5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863”
(Open Appendage / Retractable Balcony Enclosure)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863”
(Open Appendage / Retractable Balcony Enclosure) be adopted, signed by the
Mayor and Corporate Officer and affixed with the corporate seal.

END OF CONSENT AGENDA

PRESENTATIONS

City of North Vancouver Living Wage Employer Certification – Anastasia French,
Campaigns and Operations Organizer, Living Wage for Families Campaign

Presentation of 2021 Climate and Energy Action Award – Climate Adaptation –
Patricia Bell, Director of Capacity Development, Community Energy Association

Transport 2050 – Update to City of North Vancouver Council – Vincent
Gonsalves, Manager, Community Engagement, TransLink

REPORT

6. 2022 Permissive Tax Exemptions – File: 05-1970-07-0001/2021

Report: Deputy Director, Finance, September 22, 2021

RECOMMENDATION:

PURSUANT to the report of the Deputy Director, Finance, dated September 22,
2021, entitled “2022 Permissive Tax Exemptions”:

THAT “Taxation Exemption Bylaw, 2021, No. 8871” be considered.

Item 7 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

7. “Taxation Exemption Bylaw, 2021, No. 8871”

RECOMMENDATION:

THAT “Taxation Exemption Bylaw, 2021, No. 8871” be given first, second and
third readings.

REPORT

8. Lonsdale Energy Corp. – 2021 Rate Review and Bylaw Amendment
– File: 11-5500-06-0001/1

Report: Chief Executive Officer, Lonsdale Energy Corp., September 22, 2021

RECOMMENDATION:

PURSUANT to the report of the Chief Executive Officer, Lonsdale Energy Corp., dated September 22, 2021, entitled “2021 Rate Review and Bylaw Amendment”:

THAT the report and “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees) be forwarded to Lonsdale Energy Corp. customers for information and comment;

AND THAT “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees) be considered and referred to a Public Meeting to receive input from Lonsdale Energy Corp. customers and the public.

Item 9 refers.

BYLAW – FIRST AND SECOND READINGS

9. “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees)

RECOMMENDATION:

THAT “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees) be given first and second readings.

REPORT

10. Rezoning and Official Community Plan Amendment: 200-236 East 1st Street and 207-225 East 2nd Street (North Shore Neighbourhood House Site)
– File: 08-3400-20-0028/1

Report: Planner 2, September 22, 2021

RECOMMENDATION:

PURSUANT to the report of the Planner 2, dated September 22, 2021, entitled “Rezoning and Official Community Plan Amendment: 200-236 East 1st Street and 207-225 East 2nd Street (North Shore Neighbourhood House Site)”:

THAT “Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change) be considered and referred to a Public Hearing;

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737) be considered and referred to a Public Hearing;

THAT “Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment) be considered;

THAT staff be directed to initiate an Alternative Approval Process regarding “Parks Dedication Bylaw, 1972, No. 4932, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment);

AND THAT the Development Guidelines attached to the report be approved to guide future phases of design development.

Items 11, 12 and 13 refer.

BYLAWS – FIRST AND SECOND READINGS

11. “Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change)

RECOMMENDATION:

THAT “Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change) be given first and second readings.

BYLAWS – FIRST AND SECOND READINGS – Continued

12. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868”
(City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868”
(City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737) be given first and second readings.

13. “Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869”
(Derek Inman Parklands Adjustment)

RECOMMENDATION:

THAT “Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment) be given first and second readings.

NOTICE OF MOTION

14. Park Construction Noise – File: 09-3900-01-0001/2021

Submitted by Councillor Valente

RECOMMENDATION:

WHEREAS Council is advancing work on the management of noise in the City of North Vancouver pursuant to the motion unanimously endorsed at the Regular meeting of October 26, 2020;

WHEREAS residents in many City of North Vancouver neighbourhoods where development and construction is occurring have advised they have been negatively affected by ongoing construction (i.e. noise, dust and light impacts);

WHEREAS the City is embarking on park planning processes and public consultation regarding the construction of several parks across the City;

THEREFORE BE IT RESOLVED THAT staff investigate and report back to Council on opportunities to minimize construction noise, dust and light impacts on surrounding residents during park construction including, but not limited to, the use of noise reducing actions, such as white noise back-up beepers, and that the experience gained through these efforts be applied to other municipal construction efforts and future updates of the Noise Control Bylaw.

Background Information, July 1, 2020

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

RECESS TO CLOSED SESSION

THAT Council recess to the Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Sections 90(1)(a) [personal information], 90(1)(e) [land], 90(1)(g) [legal matter] and 90(1)(i) [legal advice].

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

ADJOURN



**MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD
ELECTRONICALLY FROM CITY HALL, 141 WEST 14TH STREET, NORTH
VANCOUVER, BC, ON **MONDAY, SEPTEMBER 27, 2021****

PRESENT

COUNCIL MEMBERS

Mayor L. Buchanan
Councillor H. Back
Councillor D. Bell
(joined at 5:35 pm)
Councillor A. Girard
Councillor T. Hu
Councillor J. McIlroy
Councillor T. Valente

STAFF MEMBERS

L. McCarthy, CAO
K. Graham, Corporate Officer
C. Baird, Deputy Corporate Officer
J. Peters, Assistant City Clerk
H. Granger, City Solicitor
L. Sawrenko, Director, Finance
M. Epp, Director, Planning and Development
A. Devlin, Acting Deputy Director, Planning and Development
Y. Zeng, Manager, Development Planning
D. Johnson, Planner
E. Macdonald, Planner
M. Wray, Planner
T. Ryce, Chief Building Official
K. Magnusson, Deputy Director, Engineering, Parks and
Environment
R. Skene, Director, Community and Partner Engagement
G. Schalk, Public Safety Director and Fire Chief
D. Owens, Deputy Fire Chief, Prevention and Public Safety

The meeting was called to order at 5:30 pm.

APPROVAL OF AGENDA

Moved by Councillor Girard, seconded by Councillor Back

1. Regular Council Meeting Agenda, September 27, 2021

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Moved by Councillor McIlroy, seconded by Councillor Girard

2. Regular Council Meeting Minutes, September 21, 2021

CARRIED UNANIMOUSLY

PROCLAMATIONS

Breastfeeding Week – October 1 to 7, 2021 – read by Councillor Hu

International Day of Older Persons – October 1, 2021 – read by Councillor Back

Truth and Reconciliation Week and Truth and Reconciliation Day –
September 27, 2021 to October 1, 2021 and September 30, 2021

PUBLIC INPUT PERIOD

Nil.

CONSENT AGENDA

Moved by Councillor Bell, seconded by Councillor Back

THAT the recommendations listed within the “Consent Agenda” be approved.

CARRIED UNANIMOUSLY

START OF CONSENT AGENDA

BYLAWS – ADOPTION

- *3. “Development Cost Charge (Parks) Reserve Fund Bylaw, 2021, No. 8866” (Purchase of Land for Park Purposes at 1600 and 1616 Eastern Avenue)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Development Cost Charge (Parks) Reserve Fund Bylaw, 2021, No. 8866” (Purchase of Land for Park Purposes at 1600 and 1616 Eastern Avenue) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

- *4. “Development Cost Charge (Transportation) Reserve Fund Bylaw, 2021, No. 8876” (2021 Capital Plan Funding)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Development Cost Charge (Transportation) Reserve Fund Bylaw, 2021, No. 8876” (2021 Capital Plan Funding) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

END OF CONSENT AGENDA

Moved by Councillor Bell, seconded by Councillor Girard

THAT the meeting recess to the Public Hearings scheduled on the agenda.

CARRIED UNANIMOUSLY

The meeting recessed to the Public Hearing at 5:42 pm and reconvened immediately after.

PRESENTATION

North Shore Wastewater Treatment Plant Program – Cheryl Nelms, General Manager, Project Delivery, and Jerry Dobrovolsky, CAO, Metro Vancouver

Cheryl Nelms and Jerry Dobrovolsky, Metro Vancouver, provided a PowerPoint presentation on the “North Shore Wastewater Treatment Plant Program” and responded to questions of Council.

PUBLIC HEARING – 1220 St. Georges Avenue

Moved by Councillor Back, seconded by Councillor Valente

THAT the meeting recess to the Public Hearing regarding “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8835” (St. Georges Projects Ltd., Inc. No. BC1066028 / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733) and “Housing Agreement Bylaw, 2021, No. 8864” (St. Georges Projects Ltd. / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733, Rental Housing Commitments)”.

CARRIED UNANIMOUSLY

The meeting recessed to the Public Hearing at 6:18 pm and reconvened at 8:09 pm.

BYLAWS – THIRD READING

5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8835” (St. Georges Projects Ltd., Inc. No. BC1066028 / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733)

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8835” (St. Georges Projects Ltd., Inc. No. BC1066028 / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733) be given third reading.

CARRIED UNANIMOUSLY

6. “Housing Agreement Bylaw, 2021, No. 8864” (St. Georges Projects Ltd. / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733, Rental Housing Commitments)

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT “Housing Agreement Bylaw, 2021, No. 8864” (St. Georges Projects Ltd. / Integra Architecture Inc., 1220 St. Georges Avenue, CD-733, Rental Housing Commitments) be given third reading.

CARRIED UNANIMOUSLY

PUBLIC HEARING – Open Appendage / Retractable Balcony Enclosure

Moved by Councillor Bell, seconded by Councillor Girard

THAT the meeting recess to the Public Hearing regarding “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863” (Open Appendage / Retractable Balcony Enclosure).

CARRIED UNANIMOUSLY

The meeting recessed to the Public Hearing at 8:31 pm and reconvened at 9:05 pm.

BYLAWS – THIRD READING

7. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863” (Open Appendage / Retractable Balcony Enclosure)

Moved by Councillor Bell, seconded by Councillor Girard

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863” (Open Appendage / Retractable Balcony Enclosure) be given third reading.

CARRIED UNANIMOUSLY

8. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8849” (Karl Wein / Bradbury Architecture, 261-263 West 6th Street, CD-736)

Moved by Councillor Bell, seconded by Mayor Buchanan

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8849” (Karl Wein / Bradbury Architecture, 261-263 West 6th Street, CD-736) be given third reading.

CARRIED UNANIMOUSLY

REPORT

9. Housing Agreement: 145-153 East 4th Street (Barry Savage / Integra Architecture Inc.)
– File: 08-3400-20-0013/1

Report: Development Planner, September 15, 2021

Moved by Mayor Buchanan, seconded by Councillor Back

PURSUANT to the report of the Development Planner, dated September 15, 2021, entitled “Housing Agreement: 145-153 East 4th Street (Barry Savage / Integra Architecture Inc.)”:

THAT “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing Commitments) be considered;

AND THAT the Mayor and Corporate Officer be authorized to sign the necessary documentation to give effect to this motion.

CARRIED UNANIMOUSLY

BYLAW – FIRST, SECOND AND THIRD READINGS

10. “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing Commitments)

Moved by Mayor Buchanan, seconded by Councillor Back

THAT “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing Commitments) be given first and second readings.

CARRIED UNANIMOUSLY

Moved by Mayor Buchanan, seconded by Councillor Back

THAT “Housing Agreement Bylaw, 2021, No. 8872” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing Commitments) be given third reading.

CARRIED UNANIMOUSLY

COUNCIL INQUIRIES / REPORTS

Nil.

NEW ITEMS OF BUSINESS

Nil.

NOTICES OF MOTION

Nil.

ADJOURN

Moved by Councillor Valente, seconded by Councillor Back

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 9:12 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER

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Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

WORLD MENTAL HEALTH DAY

Whereas

World Mental Health Day is an education campaign designed to encourage people to talk about, reflect upon and engage with others on the importance of mental health and the reality of mental illness affecting nearly 1 in 5 Canadians in their lifetime;

Whereas

2020 highlighted inequalities due to race and ethnicity, sexual orientation and gender identity, and the lack of respect for human rights in many countries, including for people living with mental health conditions;

Whereas

the 2021 theme for World Mental Health Day, "Mental Health in an Unequal World", will highlight that access to mental health services remains unequal, with between 75-95% of people with mental disorders in low- and middle-income countries unable to access mental health services at all;

And Whereas

we all have a role to play to address these disparities and ensure that people with lived experience of mental health are fully integrated in all aspects of life;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim October 10, 2021 as **World Mental Health Day** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, October 4, 2021

Linda C. Buchanan

Mayor Linda Buchanan



Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

HOMELESSNESS ACTION WEEK

Whereas

every day in our municipality there are men, women, seniors, youth, and children who do not have a place to call home;

Whereas

community action and participation are essential in addressing and eliminating issues and circumstances that contribute to homelessness;

And Whereas

during Homelessness Action Week, activities and events will be offered and the community will be encouraged to learn about the many issues related to homelessness, about the community and government agencies that offer services and support for persons who are homeless, and about what each of us as citizens can do to creatively and collectively address homelessness in our communities;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **October 10 to 17, 2021** as **Homelessness Action Week** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, October 4, 2021

Linda C. Buchanan

Mayor Linda Buchanan



Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

CANADIAN LIBRARY MONTH

Whereas

the City of North Vancouver is a city for people – deeply invested in the health and wellbeing of its residents and committed to equitable access and inclusion;

Whereas

during the current pandemic, the critical importance of libraries in expanding access, helping to create equity, and solidifying the importance of social infrastructure was illuminated;

Whereas

the North Vancouver City Library, other public libraries, academic libraries and school libraries add immensely to the culture, creativity and growth of citizens by promoting and supporting lifelong learning by helping people to access the information and tools they need to live, learn and work; inspiring wonder, curiosity, creativity and promoting dialogue and understanding;

And Whereas

this October, communities across Canada are celebrating the important role libraries play in enhancing the quality of life for all Canadians;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **October 2021** as **Canadian Library Month** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, October 4, 2021

Mayor Linda Buchanan

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8817

A Bylaw to amend “Zoning Bylaw, 1995, No. 6700”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8817**” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732).
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-732 (Comprehensive Development 732 Zone):

Lots	Block	D.L.	Plan	
34	132	274	8996	from RM-1
35	132	274	8996	from RM-1

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
 - A. Adding the following section to Section 1100, thereof, after the designation “CD-731 Comprehensive Development 731 Zone”:

“CD-732 Comprehensive Development 732 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-731 Comprehensive Development 731 Zone”:

“CD-732 Comprehensive Development 732 Zone”

In the CD-732 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RM-1 Zone, except that:

- (1) One Principal Building shall be permitted on one Lot;
- (2) The permitted Principal Use on the Lot shall be limited to:
 - (a) Rental Apartment Residential Use;
 - i. Accessory Home Office Use;
 - ii. Accessory Off-Street Parking Use;
- (3) Gross Floor Area;

- (a) The Principal Building shall not exceed a Gross Floor Area of 1.0 times the lot area, provided that this amount may be increased to a maximum of 1.60 times the Lot Area through the provision of Adaptable Design subject to Section 423;
- (b) Notwithstanding 3(a), the maximum Gross Floor Area may be further increased, upon entering into a Housing Agreement with the City, from the “Base Density” to the “Total Density” as follows:

BASE DENSITY			
OCP Schedule 'A'		1.60 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
100% Rental Housing	Secured rental apartment building, of which 7 units are mid-market	1.0 FSR	OCP Section 2.2
TOTAL DENSITY		2.60 FSR	

To a maximum of 2.60 FSR;

- (4) The Lot Coverage of the Principal Building shall not exceed a maximum of 53 percent;
- (5) Height:
 - (a) The Principal Building shall not exceed a Height of six storeys and 18.16 metres (59.80 feet) as measured from the average Building Grade at the North property line along East 4th Street;
- (6) The minimum required Principal Building setback, measured to each building face, shall be limited to:
 - (a) 3.05 meters (10 feet) from the Front Property Line (East 4th Street);
 - (b) 1.92 meters (6.3 feet) from the rear Lot Line;
 - (c) 3.66 meters (12.0 feet) from the Interior Lot Line;
- (7) Section 510(3) Building Width and Length shall not apply;

(8) Section 906(4)(d) Parking Space access directly from Lane shall not apply.

READ a first time on the 8th day of February, 2021.

READ a second time on the 8th day of February, 2021.

SECOND READING RESCINDED ON THE 22ND DAY OF FEBRUARY, 2021.

Read a second time, as amended, on the 22nd day of February, 2021.

READ a third time on the 22nd day of February, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8872

A Bylaw to enter into a Housing Agreement (145-153 East 4th Street)

WHEREAS Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing.

NOW THEREFORE the Council of The Corporation of the City of North Vancouver, in open meeting assembled enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, 2021, No. 8872**” (**Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732, Rental Housing Commitments**).
2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and Red Upper Lonsdale Projects Ltd. with respect to the lands referenced as 145-153 East 4th Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8817” (Barry Savage / Integra Architecture Inc., 145-153 East 4th Street, CD-732).
3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the 27th day of September, 2021.

READ a second time on the 27th day of September, 2021.

READ a third time on the 27th day of September, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

TERMS OF INSTRUMENT – PART 2

HOUSING AGREEMENT & SECTION 219 COVENANT - RENTAL BUILDINGS

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. Section 219 of the *Land Title Act* (British Columbia) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;
- C. Section 483 of the *Local Government Act* (British Columbia) permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- D. The City has enacted a bylaw authorizing this Agreement; and
- E. The Owner and the City wish to enter into this Agreement pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) “**Affordable Rent**” means an amount equal to 90% of the “Private Apartment Average Rents” for the corresponding bedroom type in the City of North Vancouver as published by Canada Mortgage and Housing Corporation on its Housing Market Information Portal, using the most recently available Canada Mortgage and Housing Corporation information at the time the applicable Tenancy Agreement is entered into, or such other publication of average rents as may be selected by the City from time to time in the event that CMHC ceases to publish the foregoing information.

- (b) **"Agreement"** means, together, Part 1 and these Terms, including schedules attached hereto.
- (c) **"Building"** means the six storey residential building to be constructed on the Lands to be used for Rental Purposes with 69 residential dwelling units, of which 7 dwelling units will be Mid-Market Rental Units.
- (d) **"City"** means the Corporation of the City of North Vancouver.
- (e) **"Claims and Expenses"** means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death.
- (f) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function.
- (g) **"Daily Amount"** means \$50.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021, to January 1 of the applicable anniversary.
- (h) **"Household"** means the individuals who occupy a Mid-Market Rental Unit.
- (i) **"Household Income"** means the aggregate of income from all sources of all the occupants of a Mid-Market Rental Unit, based on the tax returns filed by such occupants with Canada Revenue Agency for the most recent taxation year.
- (j) **"Lands"** means those lands and premises legally described in Item 2 of Part 1.
- (k) **"LTO"** means the Vancouver/New Westminster Land Title Office.
- (l) **"Mid-Market Income Level"** means an amount equal to the Affordable Rent for a Mid-Market Rental Unit with respect to the proposed tenancy agreement, multiplied by 12 and multiplied by 0.3 (i.e. 30% of annual Affordable Rent).
- (m) **"Market Rental Units"** means all residential dwelling units in the Building other than the Mid-Market Rental Units.
- (n) **"Mid-Market Rental Units"** means those residential dwellings designated by the Owner as Mid-Market Rental Units pursuant to this Agreement.
- (o) **"Owner"** means the person described in Item 5 of Part 1.

- (p) **"Part 1"** means the General Instrument – Part 1 (*Land Title Act* Form C) to which these Terms of Instrument are attached as Part 2.
- (q) **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in the *Residential Tenancy Act* (British Columbia).
- (r) **"Rental Units"** means all residential dwellings in the Buildings.
- (s) **"Section 219 Covenant"** means a covenant pursuant to Section 219 of the *Land Title Act*.
- (t) **"Tenancy Agreement"** means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Rental Unit.

1.2 Interpretation

In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation";
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) reference to "business day" means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (h) reference to "party" and "parties" means the one or more parties to this Agreement, as the context demands;

- (i) reference to a whole, for example, the “Lands”, includes reference to a portion thereof; and
- (j) unless expressly stated otherwise, the term “enactment” has the same meaning as under the Interpretation Act (British Columbia) and reference to a specific enactment shall be to that enactment, as amended or replaced from time to time, unless otherwise expressly provided.

1.3 Acknowledgements

The Owner acknowledges that:

- (a) nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any enactment, including City bylaws, in respect of the use, subdivision and development of the Lands; and
- (b) nothing contained or implied in this Agreement will prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or other enactment, including City bylaws.

2. SECTION 219 OF THE LAND TITLE ACT

2.1 Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the enactment of the Rezoning Bylaw, the Lands will be subdivided, used, built and used only in strict compliance with the terms and conditions of this Agreement.

3. RENTAL UNITS

3.1 Rental Units

The Rental Units shall only be used for Rental Purposes and shall only be occupied pursuant to a Tenancy Agreement.

3.2 No Subdivision

The Lands shall not be subdivided pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise.

4. MID-MARKET RENTAL UNITS

4.1 Unit Designation

Seven of the Rental Units on the Land shall be used, occupied and rented in accordance with the requirements of this Section 4 and shall constitute the Mid-Market Rental Units. Before using or occupying the Building, and before issuance of an occupancy permit for the Building, the Owner shall designate, in writing, to the City which the Rental Units in the Building are the Mid-Market Rental Units and, if required shall execute an amendment of this Agreement in a form required by the City to identify the Mid-Market Rental Units and cause such amendment, and notice thereof, to be registered in the LTO in accordance with Sections 7.4 and 7.9. The locations of the Mid-Market Rental Units within the Building shall be in the Owner's sole discretion.

4.2 Unit Mix

The Mid-Market Rental Units shall meet the following 'unit mix' requirements, and the Owner's designation under section 4.1 shall comply with such requirements:

- (a) Minimum of 2 studio units.
- (b) Minimum of 1 three-bedroom units.
- (c) Minimum of 1 two-bedroom units.
- (d) Minimum of 3 one-bedroom units.

4.3 Rent Restrictions & Tenure Requirements

- (a) Mid-Market Rental Units shall only be rented to and occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (b) To determine financial eligibility, the Owner may reasonably rely on information provided by the prospective tenant. Unless the Owner's reliance is unreasonable, negligent or in wilful misconduct, the Owner will have no liability nor will have breached this agreement if the prospective tenant intentionally or unintentionally provides inaccurate information. The Owner will have no obligation to monitor or update financial circumstances of the tenant once the tenancy agreement has been signed.
- (c) The monthly rent payable for a Mid-Market Rental Unit shall not exceed the Affordable Rent, except that the Owner may increase the rent under a Tenancy Agreement in accordance with the provisions of the *Residential Tenancy Act* (British Columbia).
- (d) The Owner shall not require a tenant of a Mid-Market Rental Unit to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities and similar services, except in respect of the following:

- (i) any utilities not included in the Tenancy Agreement, including without limitation, television/cable, internet and telephone;
 - (ii) any utilities for which individual meters are provided by the Owner, from time to time;
 - (iii) parking;
 - (iv) use of bicycle storage lockers or other facilities;
 - (v) use of storage lockers; and
 - (vi) booking for exclusive use of any common amenity spaces as may be made available for such booking by the Owner from time to time.
- (e) Mid-Market Rental Units shall be occupied only pursuant to a written Tenancy Agreement;
- (f) The initial term of every Tenancy Agreement for a Mid-Market Rental Unit shall be for a minimum of 1 year.
- (g) Every Tenancy Agreement for a Mid-Market Rental Unit will identify all members of the Household and will stipulate that anyone not identified in such Tenancy Agreement will be prohibited from residing at the Mid-Market Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- (h) Every Tenancy Agreement for a Mid-Market Rental Unit shall provide that the tenant shall not sublease the Mid-Market Rental Unit or assign the Tenancy Agreement, without the consent of the Owner.
- (i) The Owner shall not consent to a sublease of a Mid-Market Rental Unit or to an assignment of a Tenancy Agreement in respect of a Mid-Market Rental Unit, except if the Owner is satisfied that the proposed subtenant or assignee has a Household Income less than or equal to the Mid-Market Income Level.
- (j) The Owner shall deliver a copy of every Tenancy Agreement in respect of a Mid-Market Rental Unit to the City within 14 days following a request from the City from time to time.
- (k) The restrictions under Sections 4.3(a) shall not apply to a Tenancy Agreement in respect of a Mid-Market Rental Unit entered into within 6 months following the date of issuance of an occupancy permit for the Building if the tenant under the Tenancy Agreement was, on the date of registration of this Agreement in the LTO, a tenant of a building on the Lands on the date of registration of this Agreement in the LTO and the Owner shall provide every such tenant with a right of first refusal to enter into a Tenancy Agreement in respect of a Mid-Market Rental Unit

and, upon request from the City, shall provide evidence to the City that the Owner has provided such rights of first refusal.

- (l) The Owner shall, within 14 days following a written request from the City, but no more than once each calendar year, provide the City with a statutory declaration in a form determined by the City, sworn by the Owner, or by an officer or director of the Owner if the Owner is a corporation, before a commissioner for taking of affidavits for British Columbia under the *Evidence Act* (British Columbia) setting out the current monthly rent amounts for each Tenancy Agreement in respect of a Mid-Market Rental Unit as of the date of the statutory declaration.
- (m) The obligations of the Owner under this Agreement shall be subject to compliance with the *Residential Tenancy Act* (British Columbia).

5. DEFAULT AND REMEDIES

5.1 Default and remedies

- (a) The City may, acting reasonably, give to the Owner a written notice (the “**Notice**”) requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice or such longer period as may reasonably be required to cure such default provided the Owner is diligently pursuing same. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- (b) If the Owner fails to correct a default as contemplated in section 5.1(a), the Owner will pay to the City, within 30 days of receiving a written request by the City:
 - (i) \$2,000.00 for each default under this Agreement that has not been remedied as provided under section 5.1(a); and
 - (ii) \$200.00 each day the default remains un-remedied beyond the date for correcting the default as provided under section 5.1(a);

This section is without prejudice to any other remedies available to the City under this Agreement and at law or in equity.

- (c) The Owner will pay to the City on demand by the City all the City’s costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- (d) Notwithstanding section 5.1(b), the Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

- (e) The City, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- (f) The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- (g) No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by the City will prejudice, limit or preclude that City from exercising any other right or remedy. No City right or remedy will be exclusive or dependent upon any other right or remedy, but the City, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

6. LIABILITY

6.1 Indemnity

Pursuant to section 219(6) of the *Land Title Act*, except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission, negligent or otherwise, by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
- (b) the Owner's default under this Agreement; and
- (c) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.

7. GENERAL

7.1 Building manager

If the Owner retains a building manager in respect of the Building, the Owner shall instruct and ensure that the building manager complies with the terms of this Agreement.

7.2 Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

7.3 Runs with the Lands

The Section 219 Covenant herein will run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise.

7.4 Notice of Housing Agreement

This Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*. The Owner acknowledges that the City is required to file a notice of housing agreement in the LTO against title to the Land; and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under section 483 of the *Local Government Act*.

7.5 Limitation on Owner's Obligations

In accordance with section 219(8) of the *Land Title Act* (British Columbia), a person is not liable for a breach of this Agreement occurring after that person has ceased to be an owner of the Lands.

7.6 Further Assurances

The parties will execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

7.7 Waiver

Waiver by the City of a default by the Owner will be in writing and will not be deemed to be a waiver of any subsequent or other default.

7.8 Enurement

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

7.9 Priority

The Owner will take all steps necessary to ensure that this Agreement is registered in the LTO in priority to all charges and encumbrances which may impair the covenants granted in this Agreement and, in any event, in priority to all financial charges.

7.10 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.

IN WITNESS OF THIS AGREEMENT the City and the Owner have executed this Agreement by signing the "Form C - General Instrument - Part 1" or "Form D - Executions Continued" attached hereto

PRIORITY AGREEMENT

WHEREAS:

- A. Computershare Trust Company of Canada (the “**Chargeholder**”) is the holder of a mortgage and assignment of rents (the “**Financial Charges**”) encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the Vancouver/New Westminster Land Title Office as Mortgage CA8808193 and Assignment of Rents CA8808194; and
- B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (the “**City’s Charge**”) which is or will be registered against title to the lands.

NOW THEREFORE for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby grants to the City priority for the City’s Charge over all the Chargeholder’s right, title and interest in and to the lands as if the City’s Charge had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8863

A Bylaw to amend “Zoning Bylaw, 1995, No. 6700”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8863**” (**Open Appendage / Retractable Balcony Enclosure**).
2. Division I Administration, Part 2 Interpretation is hereby amended as follows:

A. By adding the following definitions:

“**Balcony**” means a platform providing useable outdoor space that:

- (1) projects from a building or is recessed into a building above the ground floor;
- (2) is only accessed from within the building;
- (3) may be covered by a roof or floor above; and
- (4) meets the definition of an Open Appendage.

and

“**Deck**” means a platform providing useable outdoor space that:

- (1) projects from a building and is generally supported on posts;
- (2) is accessed from within the building, and may also be accessed from grade;
- (3) generally has a surface height, at any point, greater than 1.0 metres (3.28 feet) above grade; and
- (4) meets the definition of an Open Appendage.

B. By deleting the definition of “Enclosed Balcony” in its entirety and replacing it with the following:

“**Enclosed Balcony**” means a Balcony on the exterior of a building that is:

- (1) not compliant with the unenclosed requirements of an Open Appendage;
- (2) finished as an exterior space capable of being left open to the elements with drainage to allow for rain penetration; and
- (3) enclosed with openable windows.

C. In the definition of “Gross Floor Area”, by deleting Section (11) in its entirety and replacing it with the following:

(11) Open Appendages, as follows:

- (a) Balconies, Porches and Decks;
- (b) Corridors, stairways, and landings that provide required access to habitable rooms, up to a maximum of 10% of Gross Floor Area;

- D. In the definition of “Gross Floor Area”, by adding a new Section (23) as follows:

(23) Roof Decks.

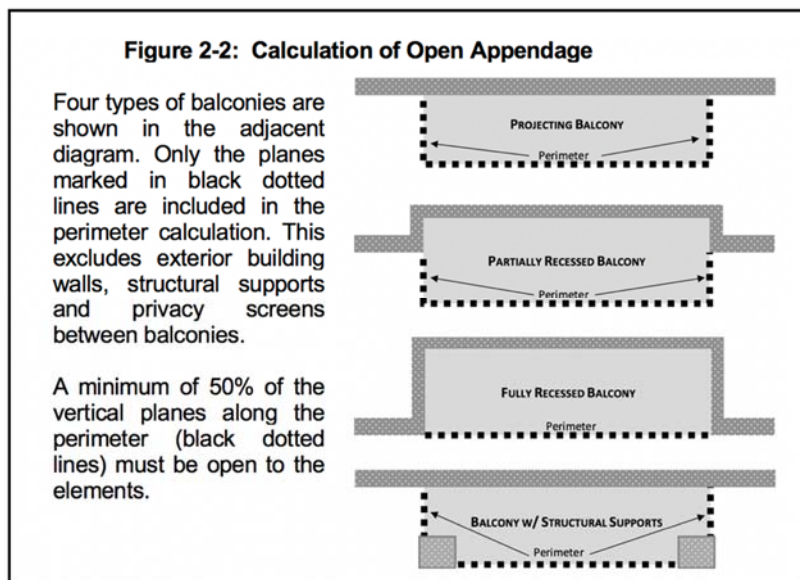
- E. In Section (5) of the definition of “Gross Floor Area (One-Unit and Two-Unit Residential)”, by deleting the words “to the Principle Building and are at least 40% unenclosed”, as shown below:

(5) Balconies and Porches that are Open Appendages ~~to the Principle Building and are at least 40% unenclosed;~~

- F. By deleting the definition of “Open Appendage” in its entirety and replacing it with the following:

“Open Appendage” means an unenclosed part of a building that projects beyond the exterior walls and which:

- (1) may or may not be covered by a roof or floor above;
- (2) may or may not be recessed into the building;
- (3) is finished as exterior space with drainage;
- (4) has at least 50% of the vertical planes along the perimeter of the Open Appendage unenclosed. The perimeter calculation shall be calculated as per Figure 2-2;
- (5) for purposes of calculating the unenclosed portion of the Open Appendage, clear retractable glazing is deemed to be unenclosed provided that:
 - (a) the glazing at no point provides a complete seal/separation from the exterior (i.e. an air gap must be provided);
 - (b) when in its retracted state, the Open Appendage complies with the minimum 50% unenclosed requirement in subsection iv above; and
 - (c) all retractable glazing on the building must have a uniform appearance;



G. By deleting the definition of “Porch” in its entirety and replacing it with the following:

“Porch” means a platform that is located at an entrance to a building that:

- (1) projects from the building or is recessed into the building;
- (2) is covered by a roof or floor above to provide weather protection;
- (3) may be supported on posts;
- (4) is at grade or has stairs from grade; and
- (5) meets the definition of an Open Appendage.

H. By adding the following definition for “Roof Deck”:

“Roof Deck” means an accessible, unenclosed space, designated for the enjoyment of residents or other occupants of a building, located on a rooftop.

READ a first time on the 19th day of July, 2021.

READ a second time on the 19th day of July, 2021.

READ a third time on the 27th day of September, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

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September 28, 2021

Mayor Linda Buchanan and Council
City of North Vancouver
141 West 14th Street
North Vancouver BC V7M 1H9

Dear Mayor Buchanan and Council,

Re: 2021 Climate & Energy Action Award – Climate Adaptation

On behalf of the Community Energy Association, the Province of British Columbia, the Union of BC Municipalities, BC Hydro, FortisBC and the Real Estate Foundation of BC, I am pleased to award the North Shore Partners the Climate & Energy Action Award for Climate Adaptation in recognition of the North Shore Sea Level Rise Risk Assessment and Adaptive Management Strategy. District of North Vancouver has received the award, but we would like to recognize all partners involved.

From an array of compelling 2021 Climate & Energy Action Award applications, the independent judging panel selected the North Shore partners' project for the award because of the following:

- For being the first multi-jurisdictional sea level rise assessment and strategy in Metro Vancouver
- Not only did it include a range of partners, but the approach gathered input from diverse groups and stakeholders

The North Shore's work provides an important example for other local governments in BC and Canada. This initiative will be highlighted in the December 2021 edition of *Municipal World* magazine.

Once again, congratulations on the leadership you have shown. We look forward to keeping in close touch as your climate planning, and implementation efforts continue.

Yours sincerely,



Patrick Johnstone
Chair, Community Energy Association and Councillor, City of New Westminster

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Transport 2050

Update to City of North Vancouver Council

Vincent Gonsalves

Manager, Community Engagement



TRANSPORT
2050

Shape the future of
how we move. And live.

TRANS
LINK

1

What is Transport 2050?

- Provides the 30-year **blueprint** for regional transportation projects, policies, and programs
- A shared strategy: in partnership with **Metro 2050**, **Climate 2050**, staff from **municipalities**, and the **Province**
- **Previous plans** have **shaped the region**, and options for getting around

TRANSPORT
2050

Shape the future of
how we move. And live.



Transport 2050 Engagement

Phase 1

Hear your values,
vision and ideas

May 3 - Sept. 22, 2019



Phase 2

Consider goals and
transformative actions

April 19 – May 14, 2021



Phase 3

Review draft strategy

Fall 2021

TRANSPORT
2050

Shape the future of
how we move. And live.



3

What You Told us in Phase 1: Values, Concerns, and Priorities

VALUES	CONCERNS	PRIORITIES
People most value about the region and their neighbourhoods: <ol style="list-style-type: none">1. Natural areas and parks2. Access to shops and amenities3. Proximity to transit	People are most concerned about: <ol style="list-style-type: none">1. Housing affordability2. Road congestion3. Climate change	As the region changes, people want to prioritize: <ol style="list-style-type: none">1. Transit expansion and improvement2. Transportation options that are timely and convenient3. A transport system that's cost-effective and efficient

TRANSPORT
2050

Shape the future of
how we move. And live.



Phase 2: Consider Goals and Transformative Actions

We asked to what extent people support

5

Draft goals

3

Transformative

actions

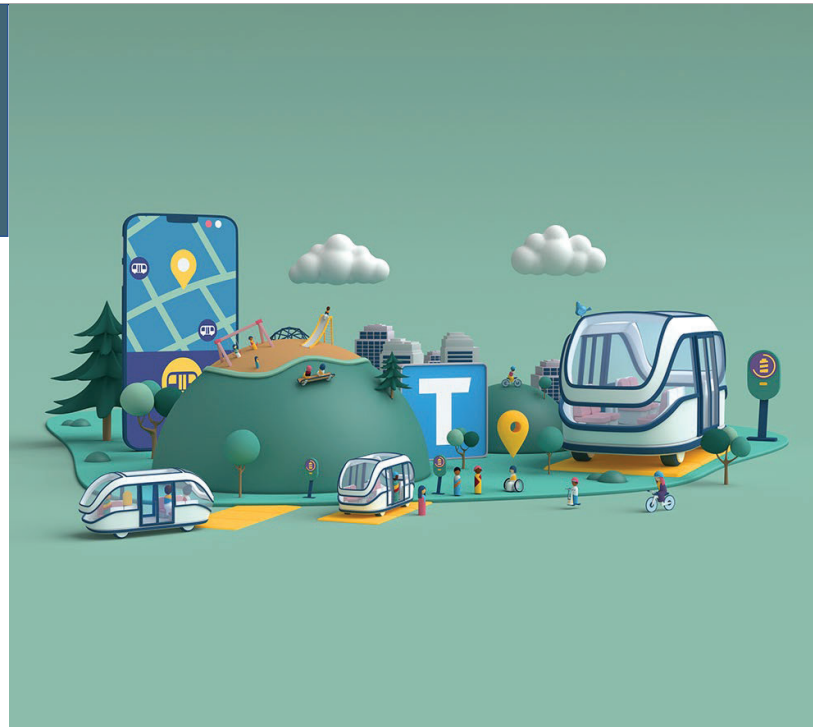
Priorities: receiving **high-quality feedback**

and engaging with people of **diverse**

backgrounds

TRANSPORT
2050

Shape the future of
how we move. And live.



TRANS
LINK

Draft Goals



Convenient Choices

We all have abundant, universally accessible choices allowing us to conveniently connect to opportunities without needing to rely on a car.



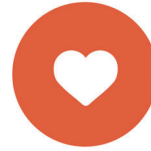
Reliable Choices

We all have reliable choices that get us where we need to go on time.



Affordable Choices

We all have affordable choices so that people of all incomes can easily live and move in this region.



Safe & Comfortable Choices

We all have safe and comfortable choices that make us healthier and happier.



Carbon-Free Choices

We all have carbon-free choices enabling us to achieve our Provincial and regional climate action targets.

Action 1: People-First Streets That Invite Walking, Biking and Rolling



Strong support across demographics and across region



People liked reducing region's dependence on autos, but implementation matters

Action 2: Fast and Frequent Rapid Transit That's a Competitive Choice for Most Longer Trips



Support for both network proposals, slight preference for street-level rapid transit



People identified trade-offs between above/below ground versus street-level rapid transit

Action 3: Automated Vehicles That Provide Convenient Access to Car Trips, Without Adding to Congestion



In general, supported the vision for managing automated vehicles



More mixed support for using fees to manage zero passenger trips or congestion

Transport 2050 Engagement

Phase 1

Hear your values, vision and ideas

May 3 - Sept. 22, 2019



Phase 2

Consider goals and transformative actions

April 19 - May 14, 2021



Phase 3

Review draft strategy

Fall 2021

Engaging on the Draft Transport 2050 Strategy

- A. Quick survey** – 6-page summary document; overall impressions
- B. Detailed survey** – 100-page draft T2050; deep dive on strategies and actions

Input via online **survey**, stakeholder/public **workshops**, and Elected Official **meetings**



TRANSPORT
2050

Shape the future of
how we move. And live.



TRANSPORT
2050





A Shared Strategy for the Future of Transportation

Developed in tandem with **Metro 2050**

Coordinating with staff from **all municipalities**

In partnership with the **Government of BC**

**TRANSPORT
2050**

Shape the future of
how we move. And live.



Phase 1: Hear Your Values, Vision, Ideas

Our **largest-ever public engagement** resulted in:

315

Events

31,682

Surveys

4,024

Ideas

We visited every Metro Vancouver municipality during summer 2019, and neighbouring communities



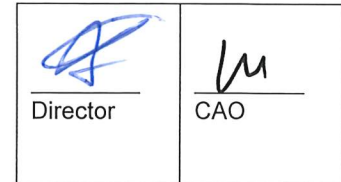
Ideas: By The Numbers

1616
about the transit system
.....
729
user experience
.....
313
planning and funding
.....
303
inter-regional travel

311
new mobility
(shared, connected, and
automated vehicles)
.....
201
active transportation
.....
190
road network

18
urban freight
.....
90
congestion or
overcrowding
.....
100
other

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The Corporation of **THE CITY OF NORTH VANCOUVER**
FINANCE DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Leslie Garber, Deputy Director of Finance

SUBJECT: 2022 PERMISSIVE TAX EXEMPTIONS

Date: September 22, 2021

File No: 05-1970-07-0001/2021

RECOMMENDATION:

PURSUANT to the report of the Deputy Director of Finance, dated September 22, 2021, entitled "2022 Permissive Tax Exemptions,"

THAT Taxation Exemption Bylaw 2021, No. 8871 be considered.

ATTACHMENTS:

1. Excerpt from the Community Charter – Division 7, General Authority for Permissive Exemptions (Doc#[1321033](#))
2. Permissive Tax Exemptions requested for 2022 Tax Year (Doc#[2096180](#))
3. Estimated 2022 Municipal Permissive Tax Exemptions by Category (Doc#[2084737](#))
4. Permissive Tax Exemption (PTE) Policy (Doc#[1323187](#))
5. Taxation Exemption Bylaw, 2021, No. 8871 (Doc#[2092354](#))

PURPOSE

The purpose of this report is to request that Council consider the applicants for a permissive tax exemption for 2022 and consider the Taxation Exemption Bylaw, 2021, No. 8871 for a one year term.

BACKGROUND

Section 224 of the Community Charter (**Attachment 1**) gives Council the authority to exempt certain lands or improvements or both, of property located in the City of North

Vancouver from municipal taxation. If this exemption is granted, related legislation also exempts the properties from some regional, school, and transit taxes. The municipal tax exemption bylaw must be adopted by October 31st of the year prior to the exemption being granted

A review of the City's PTE Policy had been included in the 2021 work plan and it had been staff's intention to review with Council potential updates to the PTE Policy, however, this work has been deferred and will be considered comprehensively as part of the City's overall support for the not-for-profit sector.

This year annual declarations have been received from PTE recipients for the 2022 tax year. The annual declarations confirm that the exempt property continues to be used for the purposes for which the PTE has been granted.

Annual declarations have been received for all 2021 PTE recipients with the exception of the North Vancouver Masonic Temple, 1140-1144 Lonsdale Avenue, due to the building being destroyed by fire, they will not be eligible for a PTE.

DISCUSSION

New Applicant

The City has received one new application for a PTE for the 2022 tax year.

1. North Vancouver Lawn Bowling Club (new location)

(Portion leased from City of North Vancouver, Mickey MacDougal building site)

The North Vancouver Lawn Bowling Club is requesting a new PTE for its lawn bowling greens and storage space at the new location. Also included in the request is the land area for the future clubhouse.

Property Address: 249 East 24th Street

Property Use: Lawn Bowling all year due to artificial greens, and community events

Funding Sources: Membership Fees, Club Game Fees, Donations

The North Vancouver Lawn Bowling Club could qualify for a PTE under section 224(2) (i) of the Community Charter,

(i) land or improvements owned or held by an athletic or service club or association and used as a public park or recreation ground or for public athletic or recreational purposes;

The estimate of municipal taxes forgone for the 2022 PTE is \$70,290.

Staff is recommending to include the addition of The North Vancouver Lawn Bowling Club. As this space surrounding the current Mickey MacDougal building was City occupied and used for municipal purposes the site was previously statutorily exempt. Also, the Lawn Bowling Club had historically been granted a PTE in its former location. If the PTE for the site is not granted, an additional \$70,290 in tax revenue would be received by the City and total estimated taxes of \$133,923 (including the other tax agencies) would have to be paid by the NV Lawn Bowling Club.

The Taxation Exemption Bylaw 2021, No. 8871 under consideration **Attachment 5** has been prepared inclusive of the North Vancouver Lawn Bowling Club.

FINANCIAL IMPLICATIONS

The following table shows the estimated financial impact of for 2022
(Includes the North Vancouver Lawn Bowling Club):

	Municipal Taxes		Other Tax Levies		Gross Taxes
Actual Value of Permissive Tax Exemptions for 2021	\$	987,149	\$	964,174	\$ 1,951,323
Add: New PTE's					
The North Vancouver Lawn Bowling Club	\$	70,290	\$	63,634	\$ 133,923
Total New PTE's	\$	70,290	\$	63,634	\$ 133,923
Deduct: Removed PTE's					
North Vancouver Masonic Temple (no longer eligible)	\$	8,999	\$	12,913	\$ 21,912
Total Deducted PTE's	\$	8,999	\$	12,913	\$ 21,912
Total Estimated Value of Permissive Tax Exemptions for 2022*	\$	1,048,440	\$	1,014,894	\$ 2,063,334
Total \$ Increase	\$	61,291	\$	50,721	\$ 112,012
Total % Increase		6.21%		5.26%	5.74%
*the 2022 estimate does not include any potential rate increases and is based on 2021 assessments					

The municipal portion of the PTE's is estimated to increase overall by \$61,291 or 6.21% from \$987,149 in 2021 to a total estimated value of \$1,048,440 in 2022.

The complete list of PTE's is shown in **Attachment 2**.

The following table shows the estimated municipal property exemptions by category for 2022 including the new PTE application.

Category	2022 Estimated Municipal PTE's*	% of Total 2022 PTE's
Community Care & Assisted Living	\$56,443	5.4%
Daycare - Not for Profit	\$16,016	1.5%
General Social Services	\$123,500	11.8%
Non-Market Housing	\$118,395	11.3%
Public Worship (areas surrounding)	\$61,496	5.9%
Recreation and Culture	\$399,683	38.1%
Service Clubs	\$138,703	13.2%
Social Housing	\$22,324	2.1%
Tourism and Business	\$111,880	10.7%
Total	\$1,048,440	100%

Attachment 3 includes a detailed list of organizations by category. The total proposed 2022 municipal property PTE's as a percentage of the 2021 municipal tax levy is approximately 1.52%. The City's PTE's have been on average about 1.5% of the total municipal tax levy in previous years.

The table below illustrates that the City's top 5 PTE recipients represent 37% of the total PTE value.

Organization	Use	Estimated 2022 PTE \$	% of PTE Value
North Vancouver Museum & Archives	Cultural	\$92,606	9%
Presentation House Cultural Society	Cultural	\$81,979	8%
Silver Harbour Centre	Recreational	\$78,161	7%
North Vancouver Lawn Bowling Club	Recreational	\$70,290	7%
BC Photography & Media Arts Society	Cultural	\$68,930	7%
Total		\$391,966	37%

It is important to note that granting of PTE's does not change the City's total tax requirement and the value of these exemptions is therefore shifted onto all the other properties in the City.

STRATEGIC PLAN, OCP, OR POLICY IMPLICATIONS

This report is in accordance with the City's PTE Policy (**Attachment 4**) adopted by Council, which considers the services provided by organizations for the betterment of the local community. The recommended PTE bylaw also supports many goals and objectives of the Official Community Plan including Objectives 3.1.3, 3.1.6 and 3.1.7.

The granting of PTE's is a tool available to Council to support organizations operating within the municipality whose work will progress the priorities of the Council Strategic Plan.

- A City for People
- A Connected City
- A Liveable City
- A Vibrant City
- A Prosperous City

RESPECTFULLY SUBMITTED:



Leslie Garber
Deputy Director of Finance

EXCERPT FROM THE COMMUNITY CHARTER SBC CHAP. 26-2003

Division 7 - Permissive Exemptions

General authority for permissive exemptions

- 224.** (1) A council may, by bylaw in accordance with this section, exempt land or improvements, or both, referred to in subsection (2) from taxation under section 197(1)(a) [*municipal property taxes*], to the extent, for the period and subject to the conditions provided in the bylaw.
- (2) Tax exemptions may be provided under this section for the following:
- (a) land or improvements that
 - (i) are owned or held by a charitable, philanthropic or other not for profit corporation, and
 - (ii) the council considers are used for a purpose that is directly related to the purposes of the corporation;
 - (b) land or improvements that
 - (i) are owned or held by a municipality, regional district or other local authority, and
 - (ii) the council considers are used for a purpose of the local authority;
 - (c) land or improvements that the council considers would otherwise qualify for exemption under section 220 [*general statutory exemptions*] were it not for a secondary use;
 - (d) the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if
 - (i) the land or improvements are owned by a public authority or local authority, and
 - (ii) the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization;
 - (e) the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if
 - (i) the land or improvements are owned by a person who is providing a municipal service under a partnering agreement,
 - (ii) an exemption under section 225 [*partnering and other special tax exemption authority*] would be available for the land or improvements in relation to the partnering agreement if they were used in relation to the service,
 - (iii) the partnering agreement expressly contemplates that the council may provide an exemption under this provision, and
 - (iv) the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization;
 - (f) in relation to property that is exempt under section 220 (1)(h) [*buildings for public worship*],
 - (i) an area of land surrounding the exempt building,
 - (ii) a hall that the council considers is necessary to the exempt building and the land on which the hall stands, and
 - (iii) an area of land surrounding a hall that is exempt under subparagraph (ii);
 - (g) land or improvements used or occupied by a religious organization, as tenant or licensee, for the purpose of public worship or for the purposes of a hall that the council considers is necessary to land or improvements so used or occupied;
 - (h) in relation to property that is exempt under section 220 (1) (i) [*seniors' homes*], (j) [*hospital*], or (1) [*private schools*], any area of land surrounding the exempt building;
 - (h.1) in relation to land or improvements, or both, exempt under section (220) (1) (l) [*independent schools*], any area of surrounding the exempt land or improvements;
 - (i) land or improvements owned or held by an athletic or service club or association and used as a public park or recreation ground or for public athletic or recreational purposes;
 - (j) land or improvements owned or held by a person or organization and operated as a private hospital licensed under the *Hospital Act* or as a licensed community care facility, or registered assisted living residence, under the *Community Care Facility Act*;
 - (k) land or improvements for which a grant has been made, after March 31, 1974, under the *Housing Construction (Elderly Citizens) Act* before its repeal;
- (3) The authority under subsection (2)(e) and (g) to (j) is not subject to section 25 (1) [*prohibition against assistance to business*].
- (4) Subject to subsection (5), a bylaw under this section
- (a) must establish the term of the exemption, which may not be longer than 10 years,
 - (b) may only be adopted after notice of the proposed bylaw has been given in accordance with section 227 [*notice of permissive tax exemptions*], and
 - (c) does not apply to taxation in a calendar year unless it comes into force on or before October 31 in the preceding year.
- (5) Subsection (4)(a) and (b) does not apply in relation to exemptions under subsection (2)(f) and (h).
- (6) If only a portion of a parcel of land is exempt under this section, the bylaw under this section must include a description of the land that is satisfactory to the British Columbia Assessment Authority.
- (7) A bylaw under this section ceases to apply to property, the use or ownership of which no longer conforms to the conditions necessary to qualify for exemption and, after this, the property is liable to taxation.

**PERMISSIVE TAX EXEMPTIONS -COMMUNITY CHARTER, SECTION 224
EXEMPTIONS REQUESTED FOR THE 2022 TAX YEAR
ESTIMATED IMPUTED TAXES ON EXEMPT PROPERTIES**

ORGANIZATION	CLASS	PROPERTY ADDRESS	ROLL #	LEGAL DESCRIPTION	ASSESSMENT VALUES			TOTAL PTE MUNICIPAL	TOTAL OTHER TAX AGENCIES	TOTAL
					LAND	IMPROVEMENTS	TOTAL			
1 Anavets Senior Citizens Housing	1	245 3rd St. East	142001.100	D/L 274 BL 142 LOT 1 PL BCP48496	\$9,426,000	\$16,935,000	\$26,361,000	\$49,052	\$36,354	\$85,405
2 Army, Navy Air Force Veterans in Canada	6B/8	119 East 3rd Street	141011.000	D/L 274 BL 141 LOT 11 PL 878	\$4,833,000	\$6,700	\$4,839,700	\$22,178	\$23,581	\$45,759
3 The Auxiliary to the Lions Gate Hospital	6	128 15th Street West	038029.000	D/L 548 BL 38 LOT E PL 18002	\$2,344,000	\$3,400	\$2,347,400	\$12,919	\$11,695	\$24,614
4 BC Photography and Media Arts Society	6B	105 Carrie Cates Court	177035.301	D/L 271 LOT A PLAN EPP30713	\$3,903,000	\$8,622,000	\$12,525,000	\$68,930	\$70,458	\$139,388
5 Canadian Mental Health Association	6	300-1835 Lonsdale Ave	019033.100	D/L 548/549 LOT A PL EPP22742	\$432,000	\$311,000	\$743,000	\$4,089	\$3,702	\$7,791
6 The Cascadia Society for Social Working	1	325 West 19th Street	021010.001	D/L 547 BL 21 LOT H PL 20988	\$2,062,000	\$10,000	\$2,072,000	\$3,856	\$2,857	\$6,713
7 The Cascadia Society for Social Working	1	351 West 19th Street	021004.001	D/L 547 BL 21 LOT F PL 20141	\$1,306,000	\$515,000	\$1,821,000	\$3,388	\$2,511	\$5,900
8 The Cascadia Society for Social Working	1	348 West 19th Street	004081.000	D/L 547 BL 4 LOT G 3846	\$1,880,000	\$10,000	\$1,890,000	\$3,517	\$2,606	\$6,123
9 Community Living Society	1	317 & 319 East Keith Road	116003.000	D/L 274 BL 116 LOT 4 PL 878	\$1,863,000	\$117,000	\$1,980,000	\$3,684	\$2,731	\$6,415
10 Community Living Society	1	1003-555 West 28th Street	990531.021	D/L 544 SL21 PL LMS531	\$663,000	\$44,900	\$707,900	\$1,317	\$976	\$2,293
11 CNV (Pipe Shop)	6B	115 Victory Ship Way	175100.400	D/L 274 BL 176 LOT 4 PL BCP39824	\$5,530,000	\$1,180,000	\$6,710,000	\$36,928	\$37,746	\$74,674
12 City of North Vancouver - The Shipyard Commons	6/8	125 Victory Ship Way	175100.500	D/L 274 BL 176 LOT 5 PL BCP39824	\$14,378,000	\$4,635,000	\$19,013,000	\$54,324	\$62,386	\$116,709
13 Family Services North Shore	6	1109-1117 Lonsdale Avenue	086015.100	D/L 548/549 BL 86 LOT G PL LMP29334	\$2,484,000	\$844,000	\$3,328,000	\$18,315	\$16,581	\$34,896
14 Fraternal Order of Eagles, North West Aerie 2638	6B	170 West 3rd Street	992790.001	D/L 274 LOT 1 PL BCS2970	\$389,000	\$84,900	\$473,900	\$2,608	\$2,666	\$5,274
15 Fraternal Order of Eagles, North West Aerie 2638	6B	168 West 3rd Street	992790.002	D/L 274 LOT 2 PL BCS2970	\$476,000	\$106,000	\$582,000	\$3,203	\$3,274	\$6,477
16 Fraternal Order of Eagles, North West Aerie 2638	6B	166 West 3rd Street	992790.003	D/L 274 LOT 3 PL BCS2970	\$470,000	\$104,000	\$574,000	\$3,159	\$3,229	\$6,388
17 Fraternal Order of Eagles, North West Aerie 2638	6B	164 West 3rd Street	992790.004	D/L 274 LOT 4 PL BCS2970	\$476,000	\$106,000	\$582,000	\$3,203	\$3,274	\$6,477
18 Fraternal Order of Eagles, North West Aerie 2638	6B	162 West 3rd Street	992790.005	D/L 274 LOT 5 PL BCS2970	\$512,000	\$114,000	\$626,000	\$3,445	\$3,522	\$6,967
19 Girl Guides of Canada	6B	Unit 107- 252 Esplanade W	994482.220	D/L 271 LOT 220 PL EPS4482	\$1,300,000	\$279,000	\$1,579,000	\$8,690	\$8,883	\$17,572
20 Girl Guides of Canada	6B	Unit 108- 252 Esplanade W	994482.221	D/L 271 LOT 221 PL EPS4482	\$1,287,000	\$276,000	\$1,563,000	\$8,602	\$8,793	\$17,394
21 Girl Guides of Canada	6B	Unit 109- 252 Esplanade W	994482.222	D/L 271 LOT 222 PL EPS4482	\$2,452,000	\$504,000	\$2,956,000	\$16,268	\$16,629	\$32,897
22 Girl Guides of Canada	6B	Unit 207- 252 Esplanade W	994482.229	D/L 271 LOT 229 PL EPS4482	\$1,211,000	\$259,000	\$1,470,000	\$8,090	\$8,269	\$16,359
23 Girl Guides of Canada	6B	Unit 208- 252 Esplanade W	994482.230	D/L 271 LOT 230 PL EPS4482	\$1,289,000	\$277,000	\$1,566,000	\$8,618	\$8,809	\$17,428
24 Girl Guides of Canada	6B	Unit 209- 252 Esplanade W	994482.231	D/L 271 LOT 231 PL EPS4482	\$2,275,000	\$467,000	\$2,742,000	\$15,090	\$15,425	\$30,515
25 Hollyburn Family Services Society	1	104-210 West 13th Street	994407.004	D/L 548 LOT 4 PL BCS4407	\$394,000	\$102,000	\$496,000	\$923	\$684	\$1,607
26 Hollyburn Family Services Society	1	106-210 West 13th Street	994407.006	D/L 548 LOT 6 PL BCS4407	\$430,000	\$122,000	\$552,000	\$1,027	\$761	\$1,788
27 Hollyburn Family Services Society	1	107-210 West 13th Street	994407.007	D/L 548 LOT 7 PL BCS4407	\$430,000	\$122,000	\$552,000	\$1,027	\$761	\$1,788
28 Hollyburn Family Services Society	1	205-210 West 13th Street	994407.013	D/L 548 LOT 13 PL BCS4407	\$476,000	\$125,000	\$601,000	\$1,118	\$829	\$1,947
29 Hollyburn Family Services Society	1	206-210 West 13th Street	994407.014	D/L 548 LOT 14 PL BCS4407	\$461,000	\$123,000	\$584,000	\$1,087	\$805	\$1,892
30 Hollyburn Family Services Society	1	207-210 West 13th Street	994407.015	D/L 548 LOT 15 PL BCS4407	\$461,000	\$124,000	\$585,000	\$1,089	\$807	\$1,895
31 Hyad Housing for Young Adults with Disabilities	1	2130 Chesterfield Avenue	206011.400	D/L 545 BL206 Lot545 DISTRICT LOT 545	\$565,000	\$1,036,000	\$1,601,000	\$2,979	\$2,208	\$5,187
32 Kiwanis North Shore Housing Society	1	170 West 2nd Street	139026.000	D/L 271 BL 139 LOT D PL 13604	\$20,311,000	\$8,282,000	\$28,593,000	\$53,205	\$39,432	\$92,637
33 Kiwanis North Shore Housing Society	1	1480 St. Andrews	052100.100	D/L 550 BL 52 Lot 1 PI BCP23494	\$695,000	\$1,306,000	\$2,001,000	\$3,723	\$2,760	\$6,483
34 Lighthouse Harbour Ministries	6	1 - 260 East Esplanade	980786.001	D/L 274 SL1 PL VR786	\$949,000	\$68,200	\$1,017,200	\$5,598	\$5,068	\$10,666
35 The Lonsdale Creek Daycare Society	1	230 West 21st Street	205008.000	D/L 545 BL 205 LOT 8/14 PL 3181	\$3,367,000	\$3,590,000	\$6,957,000	\$12,945	\$9,594	\$22,540
36 Lookout Emergency Aid Society, NS Shelter	1	705 West 2nd Street	510061.300	D/L 265 LOT 2 PL BCP8797	\$6,515,000	\$4,169,000	\$10,684,000	\$19,880	\$14,734	\$34,614

ORGANIZATION	CLASS	PROPERTY ADDRESS	ROLL #	LEGAL DESCRIPTION	ASSESSMENT VALUES			TOTAL PTE MUNICIPAL	TOTAL OTHER TAX AGENCIES	TOTAL
					LAND	IMPROVEMENTS	TOTAL			
37 Chesterfield House Society - Marineview Housing Society	1	1415 Chesterfield Avenue	048019.000	D/L 548 BL E.48 LOT A PL 12729	\$1,192,000	\$851,000	\$2,043,000	\$3,802	\$2,817	\$6,619
38 Marineview Housing Society - Grand Blvd	1	1053 Grand Blvd	091008.000	D/L 550 BL 91 LOT 8 PL 1647	\$1,499,000	\$1,039,000	\$2,538,000	\$4,723	\$3,500	\$8,223
39 Marineview Housing Society - Cloverly House	1	1057 Cloverley Street	605012.000	D/L 272 BL 5 LOT 12 PL 3875	\$1,235,000	\$130,000	\$1,365,000	\$2,540	\$1,882	\$4,422
40 Navy League of Canada	6	1555 Forbes Ave	003004.000	D/L 547 LOT 27 BL 27 PL 12205	\$2,577,000	\$199,000	\$2,776,000	\$15,277	\$13,831	\$29,108
41 North Shore Connexions Society	1	1924 Jones Avenue	004045.000	D/L 547 BL 4 LOT 2 PL 14515	\$1,308,000	\$88,600	\$1,396,600	\$2,599	\$1,926	\$4,525
42 The North Shore Disability Resource Centre Association	1	2412 Wilding Way	950001.218	D/L 616 BL B LOT 218 PL 20292	\$1,273,000	\$262,400	\$1,535,400	\$2,857	\$2,117	\$4,974
43 North Shore Multicultural Society	6	123 East 15th Street, Units 100,2(050010.000	D/L 549 BL 50 LOT B PL 15169	\$11,820,000	\$70,200	\$11,890,200	\$65,437	\$59,240	\$124,677
44 North Shore Neighbourhood House	1/6	225 East 2nd Street	154001.002	D/L 274 BL 154 LOT M PL 22039	\$4,346,000	\$1,763,000	\$6,109,000	\$29,566	\$26,426	\$55,992
45 North Shore Neighbourhood (Centre view childcare)	1	143 14th Street East	061011.500	D/L 549 BL 61 LOT ASP4 PL EPP68325	\$509,000	\$1,141,000	\$1,650,000	\$3,070	\$2,275	\$5,346
46 N Shore Neighbourhood House (Community Garden)	8	207 East 2nd Street	154001.001	D/L 274 BL 154 Lot L PL 22039	\$1,738,000	\$0	\$1,738,000	\$3,170	\$4,548	\$7,718
47 North Shore Neighbourhood House	6	113 3rd St E	991235.063	D/L 274 LOT 63 PL EPS1235	\$30,000	\$60,000	\$90,000	\$495	\$448	\$944
48 North Vancouver Chamber of Commerce	6B	102-124 West 1st Street	994443.002	D/L 274 BL274 SL2 PL LMS4443	\$1,248,000	\$153,000	\$1,401,000	\$7,710	\$7,881	\$15,591
49 North Vancouver Museum and Archives Commission	6B	115 Esplanade W	996231.131	D/L 271 LOT 131 PL ESP6231	\$14,034,000	\$2,793,000	\$16,827,000	\$92,606	\$94,659	\$187,265
50 Presentation House Cultural Society	6B	333 Chesterfield Avenue	134013.000	D/L 271 BL 134 LOT 13 PL 735	\$14,413,000	\$483,000	\$14,896,000	\$81,979	\$83,796	\$165,775
51 North Vancouver Royal Canadian Legion	6	123 West 15th Street	994102.001	D/L 548 SL1 PL LMS4102	\$2,549,000	\$797,000	\$3,346,000	\$18,414	\$16,671	\$35,085
52 North Vancouver Royal Canadian Legion	8	121 West 15th Street	994102.002	D/L 548 SL2 PL LMS4102	\$845,000	\$173,000	\$1,018,000	\$1,857	\$2,664	\$4,520
53 Silver Harbour Centre	6	144 East 22nd Street	207050.000	D/L 545 BL207 Lot C PL 15014	\$14,176,000	\$26,300	\$14,202,300	\$78,161	\$70,760	\$148,921
54 St. Edmund's Parish	6/8	613 Mahon Avenue	071009.000	D/L 271 LOT B PL 8415	\$2,483,000	\$3,500	\$2,486,500	\$4,547	\$6,515	\$11,063
55 St Leonard's Society of North Vancouver	1	312 Bewicke Avenue	067027.000	D/L 547 BL 67 LOT 26 PL 750	\$1,008,000	\$305,000	\$1,313,000	\$2,443	\$1,811	\$4,254
56 Vancouver Coastal Health Authority- Magnolia House Residential Mental Health	1	720 East 17th Street	906073.000	D/L 616 BL 6 LOT 73 PL 1763	\$1,309,000	\$340,000	\$1,649,000	\$3,068	\$2,274	\$5,343
Vancouver Coastal Health Authority- Margaret Fulton 57 Adult Day Centre	6	1601 Forbes Avenue	003002.100	D/L 547 LOT A PL LMP42825	\$2,661,000	\$1,321,000	\$3,982,000	\$21,915	\$19,839	\$41,754
58 Young Women's Christian Association	1	125 14th Street East	061011.600	D/L 549 LOT ASP5 PL EPP68325	\$151,000	\$1,108,000	\$1,259,000	\$2,343	\$1,736	\$4,079
SUBTOTAL								\$916,654	\$863,018	\$1,779,672
Permissive Areas Surrounding Buildings for Public Worship										
59 North Shore Bethel Christian Mennonite Brethren Church	8	185 East Keith Road	114025.000	D/L 274 BL 114 LOT 19 PL 878	\$1,497,000	\$0	\$1,497,000 *	\$2,730	\$3,917	\$6,648
60 Holy Trinity Catholic Church	8	2705 Lonsdale Avenue	239066.100	D/L 545 BL 239 LOT 3 PL BCP45481	\$1,661,800	\$0	\$1,661,800 *	\$3,031	\$4,349	\$7,379
61 North Shore Alliance Church	8	201 East 23rd Street	208001.001	D/L 545/546 BL 208 LOT 1 PL 20958	\$3,059,000	\$0	\$3,059,000 *	\$5,579	\$8,005	\$13,584
62 North Shore Alliance Church	8	201 East 23rd Street	208001.002	D/L 545/546 BL 208 LOT 2 PL 20958	\$6,536,000	\$0	\$6,536,000 *	\$11,920	\$17,104	\$29,024
63 King's Temple Missionary Society (N S Christian Centre)	8	1400 Sutherland Avenue	912009.001	D/L 616 BL 12 LOT C PL 21170	\$900,000	\$0	\$900,000 *	\$1,641	\$2,355	\$3,997
64 Parish of St. Agnes Anglican Church	8	530 East 12th Street	078014.100	D/L 5550 BL 78 LOT A PL LMP40523	\$341,000	\$0	\$341,000 *	\$622	\$892	\$1,514

ORGANIZATION	CLASS	PROPERTY ADDRESS	ROLL #	LEGAL DESCRIPTION	ASSESSMENT VALUES			TOTAL PTE MUNICIPAL	TOTAL OTHER TAX AGENCIES	TOTAL
					LAND	IMPROVEMENTS	TOTAL			
65 Parish of St. John The Evangelist Anglican Church	8	209 West 13th Street	072001.001	D/L 548 BL 72 PL 20861	\$7,914,000	\$0	\$7,914,000 *	\$14,433	\$20,710	\$35,143
66 Salvation Army North Vancouver Community Church	8	105 West 12th Street	086009.001	D/L 548/549 BL 86 LOT C PL 1464	\$6,261,000	\$0	\$6,261,000 *	\$11,418	\$16,384	\$27,802
67 St. Andrew's & St. Stephen's Presbyterian Church	8	2641 Chesterfield Avenue	227100.000	D/L 545 BL 227A LOT A PL 2836	\$2,190,000	\$0	\$2,190,000 *	\$3,994	\$5,731	\$9,725
68 St. Andrew's United Church	8	1046 St. Georges Avenue	088003.000	D/L 549 BL 88 LOT B PL 4328	\$469,000	\$0	\$469,000 *	\$855	\$1,227	\$2,083
69 St. Andrew's United Church	8	1044 St. Georges Avenue	088038.000	D/L 549 BL 88 LOT 28/29 PL 4328	\$908,000	\$0	\$908,000 *	\$1,656	\$2,376	\$4,032
70 Sutherland Church	8	630 East 19th Street	012028.000	D/L 550 BL 12 LOT C PL 9445	\$1,984,000	\$0	\$1,984,000 *	\$3,618	\$5,192	\$8,810
SUBTOTAL								\$61,496	\$88,243	\$149,739
GRAND TOTAL								\$978,150	\$951,261	\$1,929,411
NEW APPLICATIONS										
71 North Vancouver Lawn Bowling Club	6	249 E 24th Street	217000.002	D/L 546 BL 217 LOT B PL 18193	\$12,152,000	\$620,000	\$12,772,000	\$70,290	\$63,634	\$133,923
SUBTOTAL								\$70,290	\$63,634	\$133,923
GRANT TOTAL INCLUDING NEW APPLICANT								\$1,048,440	\$1,014,894	\$2,063,334

*Assessments represents portion of total assessments relating to the particular roll number

Estimated 2022 Municipal Permissive Tax Exemptions by Category

Organization	2022 Municipal PTE's
<u>Community Care and Assisted Living</u>	
Community Living Society	5,002
The Cascadia Society for Social Working	10,761
HYAD Housing for Young Adults with Disabilities	2,979
Marineview Housing Society - Cloverley House	2,540
Marineview Housing Society - The Boulevard	4,723
North Shore Connexions Society	2,599
The North Shore Disability Resource Centre Association	2,857
Vancouver Coastal Health Authority - Magnolia House	3,068
Vancouver Coastal Health Authority - Margaret Fulton Adult Day Centre	21,915
Subtotal - Community Care and Assisted Living	56,443
<u>Daycare - Not for Profit</u>	
The Lonsdale Creek Daycare Society operating in Lonsdale Annex	12,945
North Shore Neighbourhood - Centreview Childcare Centre	3,070
Subtotal - Daycare Not for Profit	16,016
<u>General Social Services</u>	
Canadian Mental Health Association	4,089
Family Services North Shore	18,315
Lighthouse Harbour Ministries	5,598
North Shore Neighbourhood House (2 nd St)	29,566
North Shore Neighbourhood House (Strata Unit 3 rd St)	495
North Shore Multicultural Society	65,437
Subtotal - General Social Services	123,500
<u>Non-Market Housing</u>	
Anavets Senior Citizens' Housing	49,052
Hollyburn Family Services Society	6,271
Kiwanis North Shore Housing Society	56,928
Marineview Housing Society - Chesterfield House	3,802
Young Women's Christian Association (YWCA)	2,343
Subtotal - Non-Market Housing	118,395
<u>Public Worship (areas surrounding)</u>	
North Shore Bethel Christian Mennonite Brethren Church	2,730
Holy Trinity Catholic Church	3,031
North Shore Alliance Church	17,498
King's Temple Missionary Society (N S Christian Centre)	1,641
Parish of St. Agnes Anglican Church	622
Parish of St. John The Evangelist Anglican Church	14,433
Salvation Army North Vancouver Community Church	11,418
St. Andrew's & St. Stephen's Presbyterian Church	3,994
St. Andrew's United Church	2,511
Sutherland Church	3,618
Subtotal - Public Worship (areas surrounding)	61,496

Estimated 2022 Municipal Permissive Tax Exemptions by Category (Cont'd)

Organization	2022 Municipal PTE's
<u>Recreation and Culture</u>	
Presentation House Cultural Society	81,979
Silver Harbour Centre	78,161
St. Edmund's Parish	4,547
BC Photography and Media Arts Society	68,930
North Shore Neighbourhood House Community Garden	3,170
North Vancouver Museum and Archives	92,606
North Vancouver Lawn Bowling Club **NEW**	70,290
Subtotal - Recreation and Culture	399,683
<u>Service Clubs</u>	
Army, Navy, Air Force Veterans in Canada	22,178
Fraternal Order of Eagles, North West Aerie 2638	15,618
Girl Guides of Canada	65,359
Navy League of Canada	15,277
North Vancouver Royal Canadian Legion	20,271
Subtotal - Service Clubs	138,703
<u>Social Housing</u>	
Lookout Emergency Aid Society, North Shore Shelter	19,880
St Leonard's Society of North Vancouver	2,443
Subtotal - Social Housing	22,324
<u>Tourism and Business</u>	
Auxiliary to the Lions Gate Hospital - Thrift Shop	12,919
North Vancouver Chamber of Commerce	7,710
City of North Vancouver - Pipe Shop	36,928
City of North Vancouver - The Shipyard Commons	54,324
Subtotal - Tourism and Business	111,880
Total 2022 Municipal PTE's	\$1,048,440

City of North Vancouver

COUNCIL POLICY



Policy Name Permissive Tax Exemptions
Policy Number P27

POLICY

General Policy

The City recognizes permissive tax exemptions (“PTEs”) as a tool to support the City’s goals and guiding principles by supporting organizations in the community which provide services for the general public good. It is the City’s intention that organizations accessing PTEs are offering services for the general public good (as defined by the goals from the Social Plan and OCP Guiding Principles) and that the overall financial effect on the organization and the City are considered.

The policy establishes eligibility and criteria against for evaluating PTEs, and, if Council directs, provides that the total dollar value of exemptions may be limited to a fixed percentage of the total tax levies.

Relevant goals and guiding principles in the City’s Social Plan and Official Community Plan (“OCP”) will be supported through the provision of PTEs. In addition, all applications must be consistent with the City’s policies, plans, bylaws and regulations.

Eligibility and Assessment Criteria

PTE applicants will be asked to complete an application form. Applications will be assessed for eligibility and the City’s criteria: statutory and municipal compliance, community benefit, and the applicant’s financial organizational viability and financial position.

1. Statutory and Municipal Compliance

All applicants must meet the following eligibility criteria:

- Demonstrate and declare that the principal use of the property qualifies under the Section 224 of the Community Charter;
- Not in arrears with the City; and
- Using the property in a way that is consistent and in compliance with City policies, bylaws and legislation.

2. Community Benefit

Applications will be evaluated on their overall benefit to the community and the public good:

(a) Link between the services provided on the property with City goals and objectives.

- The principal use of property is in alignment with relevant City goals and objectives
- Justify community need for the services offered
- Demonstrate active and regular community oriented use of the property

(b) Provision of services for the general public good and accessibility of services to City residents.

- Services and activities should be available to a significant proportion of City residents, or a broad and attainable membership

3. Ownership and Financial Position

Applications will be evaluated on their financial position and viability:

- Ongoing involvement of community volunteers in the delivery of services
- Seeking funding from multiple sources
- Clear mandate and demonstration of competent management and administration

Recipients of PTEs must publicly acknowledge the exemption.

REASON FOR POLICY

The Official Community Plan (Policy 1.3.7) states that the City will “Assist organizations and individuals that provide community supports through the responsible allocation of City resources.” This policy establishes criteria and procedures for consistent and accountable consideration of PTE applications.

Legislation

Tax exemptions are either statutory or permissive and are both governed by the Community Charter, i.e. a property must qualify under the Community Charter to receive either of these exemptions.

Statutory tax exemptions are allowed under Section 220 of the Community Charter for properties such as provincially or municipally held buildings and land; public libraries; buildings set apart for public worship; public hospitals; and schools. Council does not have any authority over these statutory exemptions. Statutory exemptions are administered by the BC Assessment Authority and the exemption is applied automatically to the tax role without any intervention by Council. Generally, statutory exemptions are for building(s) and the land on which the building(s) stand(s), with some exceptions. For the surrounding lands and improvements to be exempt from taxation, a permissive exemption is required.

To receive consideration for a PTE, properties must qualify for an exemption under Sections 224 (general authority), 225 (special exemptions such as partnering and heritage) and 226 (revitalization exemptions) of the *Community Charter*. Should a property be eligible for an exemption under the *Charter*, the application for the PTE will be assessed according to this PTE Policy. The application form and associated submissions also form an integral part of this PTE Policy. PTEs are at the discretion of Council and are authorized by bylaw, for the period and subject to the conditions provided in the bylaw. PTEs apply to property taxes and other assessment based levies only and not user fees like water, sewer or solid waste. In addition to the exemption from City taxes and levies, related legislation also exempts the properties from some regional, school and transit taxes.

AUTHORITY TO ACT

Administration of this policy is delegated to the Finance Department.

PROCEDURE

The policy sets a four-year term for the exemption, with an intention to provide some multi-year certainty to PTE beneficiaries and ease administrative burden of the application process. Current legislation allows for up to 10 years; however four years was chosen to coincide with Council mandate. Permissive tax exemptions must be passed by bylaw prior to October 31 for the following taxation year.

The following procedure is used to implement this policy and may be amended at the discretion of the Finance Department.

Application Process

Bylaws are in effect for four year terms. At the beginning of a new bylaw term, all organizations applying for PTE's must:

1. Use the prescribed City application form;
2. Declare under what sub-section(s) of the legislation they qualify;
3. Provide a full description of the organization and the programs, services and benefits delivered from the exempted property, including use by City residents;
4. Describe how the services provided link with the goals and objectives of the City as stated in this Policy;
5. Describe any third party use including user group names, fees charged and conditions of use (e.g. rental of space to third party);
6. State the percentage of funding by the provincial and federal governments or agencies;
7. Provide all required and supporting documentation;
8. Provide financial statements;
9. Complete all sections of the application; and,
10. Complete and submit the application within deadlines as published by the City of North Vancouver.

In year two, three and four of the bylaw, new applicants must follow the process above. Existing recipients must provide a copy of their most recent financial statements and complete a statutory declaration annually stating that the property is still being used for the purposes outlined in the full application.

PTE Review and Approval Process

Subsequent to advertising the deadline for PTE application submissions:

1. City staff will notify existing PTE recipients of the application process and deadline.
2. City staff will receive and review all applications / declarations.
3. City staff will compile a list of qualified applicants.
4. City staff will provide notice of permissive tax exemptions as required by Section 227 of the Community Charter.
5. City staff will present a report and proposed tax exemption bylaw ("bylaw") to Council.
6. Council will approve the bylaw once every four years in the first year of their four year mandate. The bylaw will be in effect for four years and is supported by a thorough review of all applications over the four year term.
7. If there are no new applications in any of year two, three or four of a Council mandate, no Council action is required.
8. New applications received in year two, three or four of a Council mandate will be reviewed and considered as received, and a bylaw amendment presented to Council Public notice of the bylaw amendment will be provided as stated in point 3 above.
9. After the bylaw receives final adoption in Council, City staff will notify successful applicants by letter of the tax exemption received.

The City will present the approved list of PTE's in its Annual Municipal Report each year.

Approval date:	July 6, 2009	Approved by:	Council
Effective date:	July 6, 2009	Revision date:	September 14, 2015
			July 10, 2019

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8871

A Bylaw to exempt certain lands and improvements in the City of North Vancouver from taxation for the year 2022

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Taxation Exemption Bylaw, 2021, No. 8871**”.
2. Tax exemptions under section 224 of the *Community Charter*.

The following lands situated, lying and being in the Corporation of the City of North Vancouver, Province of British Columbia, and any and all improvements thereon are hereby exempt from taxation imposed by the Corporation of the City of North Vancouver under section 224 of the *Community Charter* for the year 2022:

A. land or improvements that:

- i. are owned or held by a charitable, philanthropic or other not for profit corporation; and
- ii. the council considers are used for a purpose that is directly related to the purposes of the corporation:
 1. Anavets Senior Citizens' Housing, District Lot 274 Block 142 Lot 1 Plan BCP48496, PID: 028-616-260, 245 East 3rd Street, registered in the name of Anavets Senior Citizens' Housing Society, Roll # 142001.100;
 2. Army, Navy Air Force Veterans in Canada, Unit 45, District Lot 274 Block 141 Lot 11 Plan 878, PID: 015-077-179, 119 East 3rd Street, registered in the name of Army, Navy Air Force Veterans in Canada, Roll # 141011.000;
 3. The Cascadia Society for Social Working, District Lot 547 Block 4 Lot G 3846, PID: 012-111-902, 348 West 19th Street, registered in the name of The Cascadia Society for Social Working, Roll # 004081.000;
 4. The Cascadia Society for Social Working, District Lot 547 Block 21 Lot H Plan 20988, PID: 005-163-064, 325 West 19th Street, registered in the name of The Cascadia Society for Social Working, Roll # 021010.001;
 5. The Cascadia Society for Social Working, District Lot 547 Block 21 Lot F Plan 20141, PID: 003-683-702, 351 West 19th Street, registered in the name of The Cascadia Society for Social Working, Roll # 021004.001;
 6. Fraternal Order of Eagles, North-West Aerie 2638, District Lot 274 Lot 1 Plan BCS2790, PID: 027-428-613, 170 West 3rd Street, registered in the name of Fraternal Order of Eagles, North-West Aerie 2638, Roll # 992790.001;

7. Fraternal Order of Eagles, North-West Aerie 2638, District Lot 274 Lot 2 Plan BCS2790, PID: 027-428-621, 168 West 3rd Street, registered in the name of Fraternal Order of Eagles, North-West Aerie 2638, Roll # 992790.002;
8. Fraternal Order of Eagles, North-West Aerie 2638, District Lot 274 Lot 3 Plan BCS2790, PID: 027-428-630, 166 West 3rd Street, registered in the name of Fraternal Order of Eagles, North-West Aerie 2638, Roll # 992790.003;
9. Fraternal Order of Eagles, North-West Aerie 2638, District Lot 274 Lot 4 Plan BCS2790 PID: 027-428-648, 164 West 3rd Street, registered in the name of Fraternal Order of Eagles, North-West Aerie 2638, Roll # 992790.004;
10. Fraternal Order of Eagles, North-West Aerie 2638, District Lot 274 Lot 5 Plan BCS2790 PID: 027-428-656, 162 West 3rd Street, registered in the name of Fraternal Order of Eagles, North-West Aerie 2638, Roll # 992790.005;
11. HYAD Society (Housing for Young Adults with Disabilities), District Lot 545 Block 206 Lot C Plan BCP44933, PID: 028-231-619, 2130 Chesterfield Avenue, registered in the name Provincial Rental Housing Corporation leased to HYAD Society, Roll # 206011.400;
12. Kiwanis Senior Citizens Homes Ltd., District Lot 271 Block 139 Lot D Plan 13604, PID: 008-538-191, 170 West 2nd Street, registered in the name of Kiwanis Senior Citizens Homes Ltd., Roll # 139026.000;
13. Kiwanis Care Homes Ltd., District Lot 550 Block 52 Lot 1 PI BCP23494 PID: 026-683-211, 1480 St. Andrews, registered in the name of Kiwanis Senior Citizens Homes Ltd., Roll # 052100.100;
14. Lighthouse Harbour Ministries, District Lot 274 SL1 Plan VR786, PID: 005-892-244, 1 - 260 East Esplanade, registered in the name of Lighthouse Harbour Ministries, Roll # 980786.001;
15. North Shore Connexions Society, District Lot 547 Block 4 Lot 2 Plan 14515, PID: 007-780-591, 1924 Jones Avenue, registered in the name of North Shore Connexions Society, Roll # 004045.000;
16. North Shore Disability Resource Centre Association, District Lot 616 Block B Lot 218 Plan 20292, PID: 006-672-728, 2412 Wilding Way, registered in the name of North Shore Disability Resource Centre Association, Roll # 950001.218;
17. North Shore Multicultural Society, Portion of District Lot 549 Block 50 Lot B Plan 15169, PID: 007-671-032, 123 East 15th Street, Units 100, 202, 203, 204, 204A, 205, 207, 301, 302, 303, 304, 305 only, registered in the name of Horizon Square Properties Ltd. leased to North Shore Multicultural Society, Roll # 050010.000;
18. North Vancouver Chamber of Commerce, District Lot 274 Block 274 SL2 Plan LMS4443, PID: 025-073-591, 102-124 West 1st Street, registered in the name of North Vancouver Chamber of Commerce, Roll # 994443.002;

19. Royal Canadian Legion Branch 118, District Lot 548 Strata Lot 1 Plan LMS4102, PID: 024-750-638, 123 West 15th Street, registered in the name of Royal Canadian Legion Branch 118, Roll # 994102.001;
20. Royal Canadian Legion Branch 118, District Lot 548 Strata Lot 2 Plan LMS4102, PID: 024-750-646, 121 West 15th Street, registered in the name of Royal Canadian Legion Branch 118, Roll # 994102.002;
21. Silver Harbour Seniors' Activity Centre, District Lot 545 Block 207 Lot C Plan 15014, PID: 007-711-280, 144 East 22nd Street, registered in the name of Silver Harbour Seniors' Activity Centre, Roll # 207050.000;
22. St. Edmund's Parish, District Lot 271 Block 71 Lot B Plan 8415, PID: 010-087-460, 613 Mahon Avenue, registered in the name of the Roman Catholic Archbishop of Vancouver-St. Edmund's Parish, Roll # 071009.000;
23. St Leonard's Society of North Vancouver, District Lot 547 Block 67 Lot 26 Plan 750, PID: 015-141-926, 312 Bewicke Avenue, registered in the name of St Leonard's Society of North Vancouver, Roll # 067027.000;
24. Family Services of the North Shore, Portion of District Lot 548/549 Block 86 Lot G Plan LMP29334, PID: 023-499-486, Suite 203 and 206, 1111 Lonsdale Avenue, registered in the name of Djavad Mowafaghian Foundation leased to Family Services of the North Shore, Roll # 086015.100;
25. The Auxiliary to the Lions Gate Hospital, (Thrift Shop), Portion of District Lot 548 Block 38 Lot E Plan 18002, PID: 007-233-540, 128 15th Street West, registered in the name of Polygon Development 338 Limited leased to The Auxiliary to the Lions Gate Hospital, Roll # 038029.000;
26. Canadian Mental Health Association North and West Vancouver Branch, Portion of District Lot 548/549 Lot A Plan EPP22742, excluding 2,223 sq. ft. of the subleased rental office space of the total 3,596 sq. ft. leased space, PID 028-911-237, 300-1835 Lonsdale Avenue, registered in the name of Solitude Investments Ltd. leased to Canadian Mental Health Association, North and West Vancouver Branch Roll #019033.100;
27. The British Columbia Photography and Media Arts Society, Portion of District Lot 271 Lot A Plan EPP30712, and excluding the commercial retail space, PID 029-093-554, 101 Carrie Cates Court, registered in the name of the Corporation of the City of North Vancouver and leased to The British Columbia Photography and Media Arts Society, Roll # 177035.301;
28. Young Women's Christian Association (YWCA), District Lot 549, Block 61, Lot Air Space Parcel 5, Plan EPP68325, PID 030-180-741, 125 East 14th Street, Units 203, 204, 401, 402, 403, 404, 405, 406, 407 and 408, registered in the name of Young Women's Christian Association, Roll # 061011.600;
29. Girl Guides of Canada District Lot 271, Lot 220, Plan EPS4482, PID 030-250-218, Unit 107-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.220;

30. Girl Guides of Canada District Lot 271, Lot 221, Plan EPS4482, PID 030-250-226, Unit 108-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.221;
31. Girl Guides of Canada District Lot 271, Lot 222, Plan EPS4482, PID 030-250-234, Unit 109-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.222;
32. Girl Guides of Canada District Lot 271, Lot 229, Plan EPS4482, PID 030-250-307, Unit 207-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.229;
33. Girl Guides of Canada District Lot 271, Lot 230, Plan EPS4482, PID 030-250-315, Unit 208-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.230;
34. Girl Guides of Canada District Lot 271, Lot 231, Plan EPS4482, PID 030-250-323, Unit 209-252 Esplanade W, registered in the name of Girl Guides of Canada, Roll #994482.231;

B. land or improvements that:

- i. are owned or held by a municipality, regional district or other local authority; and,
- ii. the council considers are used for a purpose of the local authority:
 1. Presentation House Cultural Society, District Lot 274 Block 134 Lot 15 & 16 Plan 735 and District Lot 247 Block 134 Lots 12 to 21 Plan 735, 333 Chesterfield Avenue, registered in the name of the Corporation of the City of North Vancouver leased to Presentation House Cultural Society, Roll # 134013.000;
 2. The Pipe Shop, District Lot 274 Block 176 Lot 4 Plan BCP 39824, PID: 027-842-215, 115 Victory Ship Way, registered in the name of 366466 BC LTD, leased to the Corporation of the City of North Vancouver, operated by Quay Property Management Corp., Roll # 175100.400;
 3. The Shipyard Commons, District Lot 274, Block 176, Portion of Lot 5, Plan BCP 39824, PID 027-842-223, 125 Victory Ship Way, registered in the name of the Corporation of the City of North Vancouver leased to Shipyards Development Ltd, includes 1,317 ft² Office Space and 6,290 ft² Public Support Space and 28,310 ft² Public Plaza SRW leased back to the Corporation of the City of North Vancouver, Roll # 175100.500;
 4. North Vancouver Museum and Archives, District Lot 271 Lot 131 Plan ELSP6231, PID: 030-942-667, 115 Esplanade W, registered in the name of the Corporation of the City of North Vancouver, leased by the North Vancouver Museum and Archives Commission, Roll# 996231.131;

C. land or improvements that the council considers would otherwise qualify for exemption under section 220 [general statutory exemptions] were it not for a secondary use:

1. The Lonsdale Creek Daycare Centre Society, operating in Lonsdale Annex Elementary School, Portion of District Lot 545 Block 205 Lot 8/14 Plan 3181, PID: 013-068-831, 230 West 21st Street, registered in the name of North Vancouver School District #44, leased to Lonsdale Creek Daycare Centre Society, Roll # 205008.000;
- D. the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if:
- i. the land or improvements are owned by a public authority or local authority; and,
 - ii. the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization:
1. Hollyburn Family Services Society, District Lot 548 Lot 4 Plan BCS4407 PID: 028-810-317, 104-210 West 13th Street, registered in the name of the Corporation of the City of North Vancouver and leased to Hollyburn Family Services Society, Roll # 994407.004;
 2. Hollyburn Family Services Society, District Lot 548 Lot 6 Plan BCS4407, PID: 028-810-333, 106-210 West 13th Street, registered in the name of the Corporation of the City of North Vancouver leased to Hollyburn Family Services Society, Roll # 994407.006;
 3. Hollyburn Family Services Society, District Lot 548 Lot 7 Plan BCS4407, PID: 028-810-341, 107-210 West 13th Street, registered in the name of the Corporation of the City of North Vancouver leased to Hollyburn Family Services Society, Roll # 994407.007;
 4. Hollyburn Family Services Society, District Lot 548 Lot 13 Plan BCS4407, PID: 028-810-406, 205-210 West 13th Street, registered in the name the Corporation of the City of North Vancouver leased to of Hollyburn Family Services Society, Roll # 994407.013;
 5. Hollyburn Family Services Society, District Lot 548 Lot 14 Plan BCS4407, PID: 028-810-414, 206-210 West 13th Street, registered in the name of the Corporation of the City of North Vancouver leased to Hollyburn Family Services Society, Roll # 994407.014;
 6. Hollyburn Family Services Society, District Lot 548 Lot 15 Plan BCS4407, PID: 028-810-422, 207-210 West 13th Street, registered in the name of the Corporation of the City of North Vancouver leased to Hollyburn Family Services Society, Roll # 994407.015;
 7. Lookout Emergency Aid Society, NS Shelter, District Lot 265 Lot 2 Plan BCP8797, PID: 025-819-828, 705 West 2nd Street, registered in the name of the Corporation of the City of North Vancouver, leased to Lookout Emergency Aid Society, Roll # 510061.300;

8. North Shore Neighbourhood House, District Lot 274 Block 154 Lot M Plan 22039, PID: 012-590-975, 225 East 2nd Street, registered in the name of the Corporation of the City of North Vancouver leased to North Shore Neighbourhood House, Roll # 154001.002;
 9. North Shore Neighbourhood House (Community Garden), District Lot 274 Block 154 Lot L Plan 22039, PID: 012-590-924, 207 East 2nd Street, registered in the name of the Corporation of the City of North Vancouver leased to North Shore Neighbourhood House, Roll # 154001.001;
 10. North Shore Neighbourhood House, District Lot 274, Lot 63, Plan EPS 1235, PID 029-140-676, 113 East 3rd Street, registered in the name of the Corporation of the City of North Vancouver licenced to use by North Shore Neighbourhood House, Roll # 991235.063;
 11. North Shore Neighbourhood House (Centreview Childcare Centre), District Lot 549, Block 61, Lot Air Space Parcel 4, Plan EPP68325, PID 030-180-732, 143 East 14th Street, registered in the name of the City of North Vancouver, leased to North Shore Neighbourhood House, Roll # 061011.500;
 12. Margaret Fulton Adult Day Centre, District Lot 547 Lot A Plan LMP42825, PID: 024-562-874, 1601 Forbes Avenue, registered in the name of the Corporation of the City of North Vancouver leased to Vancouver Coastal Health Authority, subleased to Margaret Fulton Adult Day Centre Roll, # 003002.100;
 13. Navy League of Canada, District Lot 547, Block 27, Lot 27, Plan 12205, PID 008-935-629, 1555 Forbes Avenue, registered in the name of the City of North Vancouver leased to the Navy League of Canada, Roll #003004.000;
- E. the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if:
- i. the land or improvements are owned by a person who is providing a municipal service under a partnering agreement;
 - ii. an exemption under section 225 [partnering and other special tax exemption authority] would be available for the land or improvements in relation to the partnering agreement if they were used in relation to the service;
 - iii. the partnering agreement expressly contemplates that the council may provide an exemption under this provision; and,
 - iv. the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization:
- NIL
- F. in relation to property that is exempt under section 220 (1) (h) [buildings for public worship]:
- i. an area of land surrounding the exempt building;

- ii. a hall that the council considers is necessary to the exempt building and the land on which the hall stands; and,
- iii. an area of land surrounding a hall that is exempt under subparagraph (ii):
 1. North Shore Bethel Christian Mennonite Brethren Church, District Lot 274 Block 114 Lot 19 Plan 878, PID: 015-069-141, 185 East Keith Road, registered in the name of The B. C. Conference of the Mennonite Brethren Churches, Roll # 114025.000;
 2. Holy Trinity Catholic Church. District Lot 545 Block 239 Lot 3 Plan BCP45481, PID: 028-295-943, 2705 Lonsdale Avenue, registered in the name Roman Catholic Archbishop of Vancouver, Roll # 239066.100;
 3. North Shore Alliance Church, District Lot 545 Block 208 Lot 1 Plan 20958, PID: 005-061-563, 201 East 23rd Street, registered in the name of Christian and Missionary Alliance (Canadian Pacific District), Roll # 208001.001;
 4. North Shore Alliance Church, District Lot 545/546 Block 208 Lot 2 Plan 20958, PID: 005-061-571, 201 East 23rd Street, registered in the name of Christian and Missionary Alliance (Canadian Pacific District), Roll # 208001.002;
 5. King's Temple Missionary Society (N S Christian Centre), District Lot 616 Block 12 Lot C Plan 21170, PID: 006-853-838, 1400 Sutherland Avenue, registered in the name of King's Temple Missionary Society (N S Christian Centre), Roll # 912009.001;
 6. Parish of St. Agnes Anglican Church of Canada, District Lot 550 Block 78 Lot A Plan LMP40523, PID: 024-355-712, 530 East 12th Street, registered in the name of Synod of the Diocese of New Westminster, Roll # 078014.100;
 7. Parish of St. John The Evangelist Anglican Church, District Lot 548 Block 72 Plan 20861, PID: 004-364-970, 209 West 13th Street, registered in the name of Parish of St. John The Evangelist Anglican Church, Roll # 072001.001;
 8. Salvation Army North Vancouver Community Church, District Lot 548/549 Block 86 Lot C Plan 1464, PID: 014-606-950, 105 West 12th Street, registered in the name of The Governing Council of the Salvation Army of Canada, Roll # 086009.001;
 9. St. Andrew's & St. Stephen's Presbyterian Church, District Lot 545 Block 227A Lot A Plan 2836, PID: 013-252-409, 2641 Chesterfield Avenue, registered in the name of Congregation of St. Andrew's & St. Stephen's Presbyterian Church, Roll # 227100.000;
 10. St. Andrew's United Church, District Lot 549 Block 88 Lot B Plan 750 PID: 015-136-931, 1046 St. Georges Avenue, registered in the name of The Trustees of the Congregation of St. Andrew's United Church, Roll # 088003.000;

11. St. Andrew's United Church, District Lot 549 Block 88 Lot 27/28/29 Plan 4328, PID: 011-642-483, PID:011-642-475, PID:011-642-491, 1044 St. Georges Avenue, registered in the name of The Trustees of the Congregation of St. Andrew's United Church, Roll # 088038.000;
 12. Sutherland Church, District Lot 550 Block 12 Lot C Plan 9445, PID: 009-653-309, 630 East 19th Street, registered in the name of Sutherland Church, Inc, No. S8825 Roll # 012028.000;
- G. land or improvements used or occupied by a religious organization, as tenant or licensee, for the purpose of public worship or for the purposes of a hall that the council considers is necessary to land or improvements so used or occupied:
- NIL
- H. in relation to property that is exempt under section 220 (1) (i) [seniors' homes], (j) [hospitals] or (l) [private schools], any area of land surrounding the exempt building:
- NIL
- I. land or improvements owned or held by an athletic or service club or association and used as a public park or recreation ground or for public athletic or recreational purposes:
1. North Vancouver Lawn Bowling Club, Portion of District Lot 546 Block 217 Lot B Plan 18193, PID: 007-204-001, 249 East 24th Street, registered in the name of the Corporation of the City of North Vancouver leased to the North Vancouver Lawn Bowling Club, (Includes 60,170 sq. ft. for Licensed Area 1,2,2A and 3 per Schedule A of License Agreement) Roll # 217000.002;
- J. land or improvements owned or held by a person or organization and operated as a licensed community care facility and registered assisted living residence under the Community Care and Assisted Living Act:
1. Marineview Housing Society, District Lot 548 Block E.48 Lot A Plan 12729 PID: 008-811-946, excluding land and improvement portions relating to market rental units #202 and #204, 1415 Chesterfield Avenue, registered in the name of Marineview Housing Society, Roll # 048019.000;
 2. Marineview Housing Society, District Lot 272 Block 5 Lot 12 Plan 3875 PID: 005-751-390, 1057 Cloverley Street, registered in the name of Marineview Housing Society, Roll # 605012.000;
 3. Magnolia House Residential Mental Health Facility, District Lot 616 Block 6 Lot 73 Plan 1763, PID: 004-276-914, 720 East 17th Street, registered of in the name of Provincial Rental Housing Corporation leased to Vancouver Coastal Health Authority, subleased to Magnolia House Residential Mental Health Facility, Roll # 906073.000;
 4. Community Living Society, District Lot 274 Block 116 Lot 4 Plan 878, PID: 015-131-548, 317 & 319 East Keith Road, registered in the name of Community Living Society, Roll # 116003.000;

5. Community Living Society, District Lot 544 SL21 Plan LMS531, PID: 017-957-826, 1003-555 West 28th Street, registered in the name of Community Living Society, Roll # 990531.021;
 6. Marineview Housing Society, District Lot 550, Block 91, Lot 8, Plan 1647, PID 005-751-454, 1053 Grand Boulevard, registered in the name of Marineview Housing Society, Roll #091008.000;
- K. land or improvements for which a grant has been made, after March 31, 1974, under the Housing Construction (Elderly Citizens) Act before its repeal:

NIL

3. Effective Date

The effective date of this bylaw is January 1, 2022 to December 31, 2022.

READ a first time on the <> day of <>, 2021.

READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

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CEO	President



T 604.983.7305 F 604.985.1573 E info@cnv.org
141 West 14th Street, North Vancouver BC V7M 1H9

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Karsten Veng, Chief Executive Officer, LEC

SUBJECT: 2021 RATE REVIEW AND BYLAW AMENDMENT

Date: September 22, 2021

RECOMMENDATION

PURSUANT to the report of the Chief Executive Officer of Lonsdale Energy Corp., dated September 22, 2021 entitled "2021 Rate Review and Bylaw Amendment":

THAT this report and proposed "City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878" be forwarded to LEC customers for information and comment;

AND THAT "City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878" be considered and referred to a Public Meeting on November 1, 2021, to receive input from LEC customers and the public.

ATTACHMENTS

1. City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878
2. Summary of LEC revenue and expenses 2004 – 2020
3. City of North Vancouver Consolidated Hydronic Heat Energy Service Bylaw, 2004, No. 7575

PURPOSE

This report provides an overview of past rate setting and the rationale for proposed rate adjustments to the Meter and Capacity Charges. Lonsdale Energy Corp. (LEC) recommends adjusting both the Meter and Capacity charges by the combined Consumer Price Index (CPI) rate of inflation at the end of 2019 and 2020 to account for the historical increases in purchasing costs. In the rate review conducted by staff last year it was recommended that the 2019 rates be frozen through until November 1, 2021 to provide customers with relief and certainty during the COVID-19 pandemic and the related economic effects. With the reopening of businesses and customers returning to work LEC needs to consider the increase in costs that occurred during the rate freeze period. LEC's Commodity Charge continues to be treated differently and is adjusted based on the cost of natural gas and not inflation.

Rate Schedule 1 (Consumption up to approximately 300 MWh per year)

Charge	2019 Frozen Rates	CPI Rate of Inflation	2021 Proposed Rates
Meter Charge (per month)	\$ 31.56	2.9%	\$ 32.48
Capacity Charge (per Kw per month)	\$ 4.3277	2.9%	\$ 4.4544

Rate Schedule 2 (Consumption over approximately 300 MWh per year)

Charge	2019 Frozen Rates	CPI Rate of Inflation	2021 Proposed Rates
Meter Charge (per month)	\$ 169.93	2.9%	\$ 174.90
Capacity Charge (per kW per month)	\$ 4.3277	2.9%	\$ 4.4544

This report also reviews the historical rate setting of the company and compares the pricing of various Lower Mainland utilities to LEC to provide further context for rate setting.

BACKGROUND

LEC has been in operation since 2004 following the enactment of Bylaw No. 7575, which created the energy service. LEC currently provides heating and cooling services to 99 buildings, totaling more than 7.67 million square feet of building area. This includes approximately 6,800 residential units, a 106-room hotel, numerous offices, commercial outlets, a school, hospital buildings, and various municipal buildings. Cooling services are provided to six buildings and an ice rink. Cooling services provide LEC with the opportunity to recover heat which can then be used in the space and domestic hot water heating of its customers.

LEC is continuously exploring new ways to innovate and increase the sustainability of its district energy system. Currently, LEC is producing thermal energy from the following alternative energy sources: a hydronic solar thermal panel array on the roof of the Library, a geo-exchange field under and around the School District 44 head office, as well as recovery of rejected heat from the cooling process for LEC's cooling customers. These sources are used in priority and directly offset energy that would otherwise be provided by using natural gas fired boilers in LEC's system. In addition to these sources, LEC entered into an agreement with the Greater Vancouver Sewerage and Drainage District (GVS&DD) to purchase thermal energy by recovering heat from the treated sewage at the North Shore Wastewater Treatment Plant (NSWWTP). The plant is currently under construction at Pemberton Avenue and West 1st Street. Heat delivery was originally scheduled to commence in 2020, however significant construction delays have deferred heat delivery and LEC awaits a firm commencement date before beginning construction of the distribution system extension on 1st Street to connect to the plant. As a result, LEC has also deferred the fourth of five increases of 5% to its Capacity Charge which would have occurred during the past two rate reviews. These increases were part of a five-year plan presented to council in the report "Heat Recovery from the New North Shore Wastewater Treatment Plant" which was presented at the July 24, 2017 Council Meeting. These increases were determined to be necessary to meet the higher operating expenses related to the heat recovery. Heat recovery from the NSWWTP remains a significant opportunity to reduce greenhouse gas (GHG) emissions within the community with an estimated GHG reduction of 7,200 tonnes per year.

Staff continue to investigate the feasibility of several other sustainable alternative energy sources and innovations including server heat recovery, sewage heat recovery, renewable natural gas, thermal energy storage and ocean source heating. Viable projects will be assessed by staff to determine their capital and operating impacts on the company and the subsequent impacts on rates to customers.

Historical Customer Rate Reviews

Since the start of its operations, LEC has aimed to provide competitive rates to its customers. In November of 2016, LEC introduced a new rate structure with two separate rate schedules providing customers with more flexibility based on their annual energy consumption. The two-rate structure allows for small customer buildings with low energy consumption to have a reduced fixed cost (Meter Charge), while increasing the rate for the variable cost based on consumption (Commodity Charge).

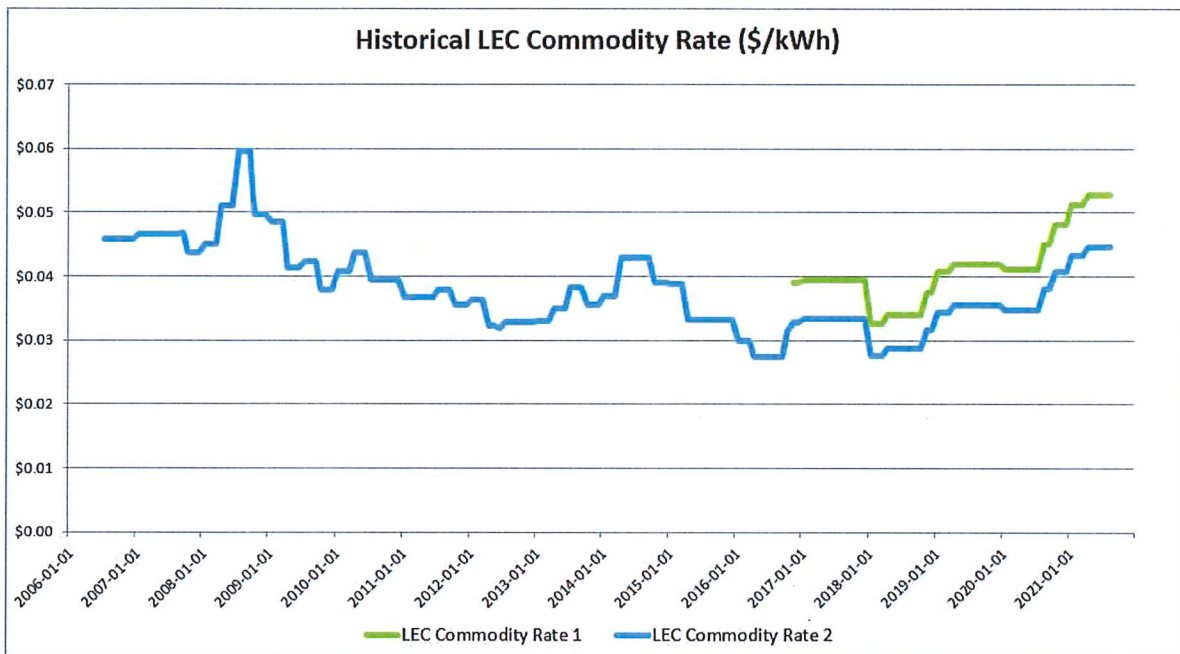
LEC generally aims to adjust its rates on an annual basis on November 1st of each year. The 2019 rate adjustment implemented a rate increase of 2.2% to the Meter and Capacity Charges based on the past year's CPI rate of inflation, as well as a 5% increase in the Capacity Charge. This was the third Capacity Charge rate increase to fund capital and operating costs for heat recovery at the NSWWTP. These increases represent an approximate annual increase of 3% in total charges to the customer base and therefore 15% over the five-year plan. It is recommended that this year's capacity increase be deferred as it is not expected that LEC will be receiving thermal energy from the NSWWTP in 2022. The proposed current adjustment is to be implemented on December 1, 2021 and is based on a combined 2019 and 2020 CPI rate of inflation of 2.9% (2019: 2.2% and 2020: 0.7%). Rate scheduling has been delayed from the regular adjustment

date of November 1st this year as LEC reviewed feasibility and schedules for alternative energy sources as well as determined construction scheduling for the NSWWTP.

In both the past and the present LEC has considered rates in the context of competitiveness amongst other utilities and comparing costs of service for its customers and other City residents. If rates are too high, then LEC customers will pay a premium in comparison to other residents; conversely, if rates are too low, LEC customers are receiving discounted rates at the expense of the greater community. LEC has also maintained a balance between the dual goals of diversifying its heating sources with sustainably generated energy and providing a return on investment to the City.

Commodity Charge

The Commodity Charge recovers the cost of generating thermal energy via LEC's high efficiency gas boilers which is then delivered to customers. The rate is regularly adjusted to follow FortisBC's Rate 3 natural gas pricing fluctuations. As it reacts directly to the cost of purchasing gas, the Commodity Charge is not adjusted for inflation and is instead adjusted for the changes in FortisBC's Rate 3 which is influenced by the larger trends in the natural gas market. Currently the Rate 1 Commodity Rate is \$0.05285 / kWh and the Rate 2 Commodity Rate is \$0.04465 / kWh.



As the Commodity Rate follows the natural gas market, LEC customers benefited from dropping prices since the early 2000's and historically low prices of natural gas from 2016 to 2018. Recent events affected supply of natural gas have increased volatility in the market and as a result prices have increased. First, a rupture in the Enbridge pipeline on October 9, 2018 outside of Prince Rupert, BC and the subsequent market reaction caused prices to spike in late 2018 and 2019. It was expected that once the pipeline returned to 100% capacity in late 2019 prices would stabilize, however with the COVID-19 pandemic affecting North America in early 2020 and its continuing economic impact, prices have

continued to rise. The pandemic has led to less drilling and therefore less supply of natural gas which has increased prices.

DISCUSSION

Rationale for Proposed Rate Increase based on the CPI Rate of Inflation

The Meter Charge aims to recover part of the capital cost of the meters and heat exchangers, as well as the operating costs related to meter readings, maintenance, and invoicing. The Capacity Charge is intended to recover the capital and ongoing operating costs of the generation facilities (e.g., boiler plants) and distribution system. Over time the expenses for these services increase and LEC's rates are adjusted at the CPI rate of inflation to allow the company to protect its purchasing power. Also, excess revenue generated by the Meter and Capacity Charges are used to reimburse LEC's debt to the City of North Vancouver (the City). The proposed increase is based on the annual change in the All-Item CPI as reported by Statistics Canada.

LEC froze its rates over last year in order to provide customers with some relief and certainty for their utility costs during the COVID-19 pandemic. The freezing of rates deferred what would have been an adjustment of 2.2% for inflation occurring in 2019. Over 2020 there was an additional 0.7% increase in the All-items CPI. LEC is requesting a combined 2.9% increase to the Meter Charge and Capacity Charge to account for the increase in costs experienced by the company during this period.

While the increase in the All-Item CPI rate in 2020 was only 0.7% during the pandemic, staff witnessed significant cost escalation from suppliers and vendors for construction, specifically construction of distribution piping. In order to better understand this cost escalation, as well as its effects on operations and potential permanency, staff have engaged a consultant to conduct a study on the cost escalation of the direct construction costs of distribution piping systems.

Cost of Service – LEC's Competitiveness

The following table provides a comparison of the cost of services of other Lower Mainland district energy providers with LEC, as well as an estimate of the equivalent cost of natural gas and electricity used for heating purposes.

Comparison of LEC's Effective rate with other Energy Providers
as at Aug. 31, 2021

Energy Provider	Type of Service	GHG Emission Intensity (kg CO ₂ /MWh)	Effective Rate (\$ / MWh)	Difference with LEC
LEC	Hot Water	218	\$96	-
Fortis BC	Stand-alone NG Boiler	220	\$92	-5%
River District Energy (East Fraserlands)	Hot Water	220	\$103	7%
Richmond Oval Village District Energy	Hot Water	220	\$104	8%
UBC Neighbourhood DEU	Hot Water	220	\$109	13%
Surrey City Energy	Hot Water	148	\$120	25%
False Creek Neighbourhood Energy Utility (NEU)	Hot Water	70	\$121	26%
BC Hydro	Electricity	24	\$122	27%
PCI Marine Gateway (Heating & Cooling)	Hot Water	58	\$125	30%
SFU UniverCity Energy	Hot Water	43	\$144	49%

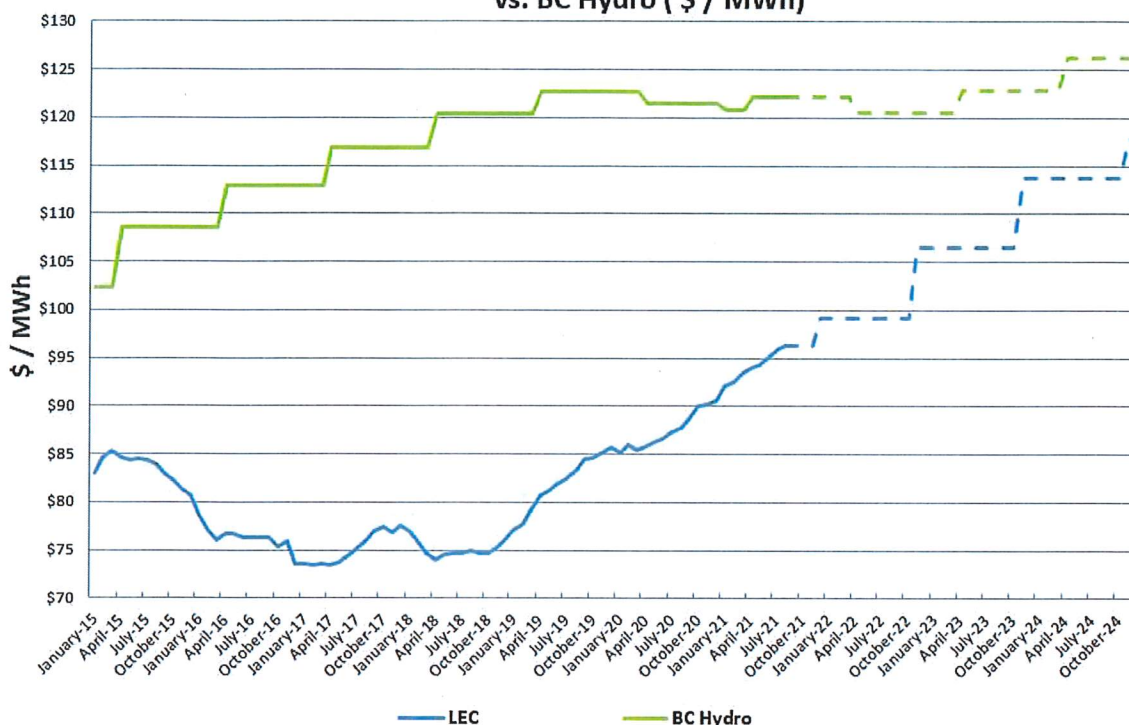
Notes:

- Effective rates for FortisBC, UBC Neighbourhood DEU, River District Energy, SEFC, SFU UniverCity, Richmond Oval, Surrey City Energy and PCI Marine Gateway were estimated for 2021 by the City of Vancouver and referenced from report dated November 5, 2020.
- Effective rate estimates may be based on proposed 2021 rates pending regulatory or Council approvals and therefore are subject to change.
- LEC's effective rate is based on revenue and heat delivered for the 12 months ended Aug. 31, 2021.
- BC Hydro cost based on purchase of 50% residential step 1 and 50% residential step 2 electricity price as of April 1, 2021 and includes a rate rider and basic charge. Based on these assumptions the 2021 electric cost would be \$122 / MW.hr.
- Creative Energy Ltd. has been omitted from this table as their systems has historically been steam based.

From July 1, 2020 to August 31, 2021 LEC delivered 70,546,643 kWh of heat and invoiced \$6,796,537 for heating services. This translates into an average energy cost of \$96 / MWh to the customer base. The above table shows LEC as lowest price provider of hot water-based district energy in the Lower Mainland and in competition with FortisBC to be the low-cost provider of thermal energy amongst all service providers. Also, LEC rates are significantly more economical (27%) than using baseboard electric heaters (BC Hydro). With the proposed increase in LEC's Meter and Capacity Charge, LEC will continue to provide customers with thermal energy below the price of electricity (at approximately \$99 / MWh).

The chart below compares LEC's average annual rate with BC Hydro following the same assumptions mentioned in the notes of the above chart. BC Hydro recently filed its Revenue Requirement Application for fiscal 2023 to 2025 with the British Columbia Utilities Commission (BCUC). The application proposes a net decrease of 1.40% for April 1, 2022 followed by increases of 2.0% and 2.7% in 2023 and 2024 respectively.

**Lonsdale Energy Corp.
Rolling 12 Month LEC Heating Rate
vs. BC Hydro (\$ / MWh)**



As seen in the chart above, assuming natural gas prices stabilize (and the Carbon Tax increases proceed as scheduled) and similar energy consumption from customers on the LEC network, the proposed net increase would result in an energy cost of approximately \$99 / MWh in 2022. Projected rates beyond 2022 assume that the two remaining increases of 3% to the Capacity Charge occur in preparation of the NSWWTP operating costs and inflation of 2%. The average energy cost is still well below the current cost of electric baseboard heating, \$122 / MWh, and remains below other district energy providers. The significant increases in natural gas prices over the past three years should be considered when reviewing LEC's cost per MWh from 2019 forward. Short-term expectations are for another FortisBC rate increase in Q4 of 2021 and a carbon tax increase in April 2022, while long-term projections will be contingent on the economic and political climate as we move through the pandemic. It can be expected that paying higher natural gas costs and investing in alternative energy sources will continue to move LEC's effective rate closer to BC Hydro's rate.

Since its inception, it was envisioned that LEC would aim at providing heat at a rate that would not exceed the cost of electricity by more than 15%. Electric baseboard heating systems are one of the cheapest alternatives in terms of construction costs and have been preferred by developers. Based on the proposed increases to BC Hydro's rates, their cost of electricity in 2022 will be approximately \$122 / MWh and an additional 15% above this cost of electricity would create a rate ceiling of \$140 / MWh for LEC. By comparison, this is also very similar to the most expensive district energy provider in the Lower Mainland with an effective rate of \$144 / MWh as shown in the previous table.

LEC's forecasted cost of \$99 / MWh in 2022 remains significantly lower than the cost of electricity (\$122) and LEC's rate ceiling (\$140).

LEC's management and business practices have allowed it to be a low-rate provider of district energy and provide opportunities to fund the implementation of carbon neutral sources of energy, while maintaining costs of service below industry benchmarks and below a maximum threshold of the cost of electricity plus 15%. As LEC introduces more alternative energy sources, it is likely to see an increase in its effective rate to customers, as most sustainable energy sources require significant capital investment and higher operating costs. Past achievement of lower effective rates than competition provides LEC with latitude to add sustainable energy sources in the future. The company will strive to maintain its competitive pricing in comparison to local district energy companies and remain below its limit of 115% of the cost of electricity. LEC endeavors to have rates that are fair to both LEC users as well as municipal residents considering the City has invested in LEC and is funding some of its capital costs.

Other Bylaw Adjustments

Proposed Bylaw No. 8878 makes the following additional adjustments.

The bylaw proposes introducing a minimum fee for the application fees LEC charges to customers. Currently all application fees are charged at 0.15% of the construction value of the work associated with the building permit. For fees associated with smaller tenant improvements this can result in a fee that does not cover the costs of the services provided by staff. For a simple tenant improvement not requiring multiple plan reviews, an LEC engineer would require a minimum of one hour for plan review and a minimum of one hour for an inspection, in addition to this LEC accounting staff need to administer the fee. In consideration of these efforts, the bylaw proposes introducing a minimum fee of \$225.00 to cover these costs.

The bylaw also proposes to increase the one-time service Connection Fee paid by builders or developers by the CPI rate of inflation previously mentioned. This translates into increasing the current Connection Fee from \$82.83 per kilowatt to \$85.23 per kilowatt.

The fee for "Meter Reading and Invoicing Fee" of additional meters in a premise is to also increase from \$31.56 per month to \$32.48 to account for inflation.

Customer Input

LEC will inform customers of the proposed rate increase by letter inviting them to attend a November 1, 2021 Public Meeting. LEC will also include information on its website and include advertisements in the North Shore News.

Financial Forecasting

The current rate structure seems sufficiently fair, reasonable, and accurate to support adjusting the Meter and Capacity Charges as recommended while LEC continues providing heating service predominantly using natural gas boiler technology. Planned increases to the Capacity charge for the introduction of heat recovery from the NSWWTP will recommence once a commencement date for heat recovery is determined. Additionally, as investigation and integration of alternative energy sources progress and

are integrated into the district energy system, LEC's rates and rate structure will be reassessed for their impact. The recommendation to increase rates is based on:

- Maintaining LEC's purchasing power in respect to inflation,
- Enabling timely reimbursement of outstanding loans due to the City, and
- LEC's past success in achieving lower than industry rates provides latitude for the proposed rate increase.

Staff suggests that planning and decision-making be based on comparing alternatives and opportunities with the business-as-usual scenario that considers current BC Hydro rates and heat generation using natural gas boiler technology. At this time, given the uncertainty concerning the future rate of real estate development in the City, as well as the rate of implementation and cost of alternative energy generation technology, it is challenging to generate a reliable detailed long-term (e.g. 20-year) financial forecast.

SUMMARY


LEC aims to be cost neutral for both LEC customers and city residents and to achieve an appropriate balance of environmental, social, and economically sustainable benefits to the City. Since the start of operations LEC has tried to compare its rates with those of BC Hydro, FortisBC and other district energy providers to ensure that the amount paid by its customers would remain competitive and not exceed a ceiling rate of 115% of the cost of using electric baseboards. It also must be considered that if rates were significantly lower than BC Hydro or Fortis, LEC customers would be benefiting at the expense of the community. The income generated by LEC should be used to further diversify LEC's heating sources to include alternative energy which will benefit the whole community and/or provide the City with a return on investment.

On that basis and considering that LEC is pursuing the integration of more alternative energy sources, LEC staff considers that the proposed rate increase is fair and reasonable to both LEC customers and the City's residents.

FINANCIAL IMPLICATIONS

The financial implications are addressed throughout the report.

RESPECTFULLY SUBMITTED BY:


Karsten Veng, P.Eng., PMP
Chief Executive Officer, LEC

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8878

**A Bylaw to amend the City of North Vancouver
“Hydronic Energy Service Bylaw, 2004, No. 7575”**

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **“City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees)**.
2. “Hydronic Energy Service Bylaw, 2004, No. 7575” is amended as follows:
 - A. In the “Application Fee” in the “Standard Fees and Charges Schedule”, by deleting:

“When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections to determine compliance with an issued building permit, the Service Provider shall charge a fee in the amount equal to 0.15% of the construction value of the work associated with the building permit.”

and replacing it with the following:

“When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections to determine compliance with an issued building permit, the Service Provider shall charge a fee in the amount equal to 0.15% of the construction value of the work associated with the building permit with a minimum fee of \$225.00.”.
 - B. In the “Service Connection Fee” in the “Standard Fees and Charges Schedule”, by deleting “\$82.23 per kilowatt” and replacing it with “\$85.23 per kilowatt”.
 - C. In the “Meter Reading and Invoicing Fee” in the “Standard Fees and Charges Schedule”, by deleting “\$31.56 per month” and replacing it with “\$32.48 per month”.
 - D. By deleting Schedule “C” in its entirety and replacing it with the Schedule “C” attached to this bylaw.

3. This Bylaw shall be effective as of the 1st day of December, 2021.

READ a first time on the <> day of <>, 2021.

READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CITY CLERK

SCHEDULE “C” FEES, RATES AND CHARGES

The rates, fees and charges payable in respect of the Service defined in “Hydronic Energy Service Bylaw, 2004, No. 7575” are as set out below.

Except as otherwise stated, capitalized terms in this Schedule “C” shall have the meaning defined in the General Terms and Conditions of “Hydronic Energy Service Bylaw, 2004, No. 7575” attached as Schedule “B”.

PROVISION OF HEATING TO PREMISES:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

PROVISION OF COOLING TO PREMISES:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.

Historical Income Statements for Years of Operation - 2004 to 2020

Income Statement line description	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Revenue	\$ 176,707	\$ 409,108	\$ 415,741	\$ 630,088	\$ 1,016,118	\$ 1,158,110	\$ 1,434,108	\$ 1,562,007	\$ 1,693,413	\$ 2,038,134	\$ 2,594,229	\$ 2,647,001	\$ 2,838,793	\$ 3,900,077	\$ 4,132,957	\$ 5,297,998	\$ 6,418,511	
Cost of Sales	\$ 66,777	\$ 187,089	\$ 245,839	\$ 299,299	\$ 479,519	\$ 469,707	\$ 722,351	\$ 752,254	\$ 747,330	\$ 965,876	\$ 1,261,027	\$ 1,175,841	\$ 1,196,282	\$ 1,538,595	\$ 1,678,140	\$ 2,125,632	\$ 2,405,710	
Gross profit	\$ 109,930	\$ 222,019	\$ 169,902	\$ 330,789	\$ 536,599	\$ 688,403	\$ 711,757	\$ 809,753	\$ 946,083	\$ 1,072,258	\$ 1,333,202	\$ 1,471,160	\$ 1,642,511	\$ 2,361,482	\$ 2,454,817	\$ 3,172,366	\$ 4,012,801	
Plant Operation and Maintenance	\$ 19,087	\$ 91,585	\$ 95,244	\$ 98,149	\$ 114,689	\$ 138,289	\$ 143,305	\$ 191,350	\$ 212,842	\$ 289,346	\$ 310,795	\$ 289,127	\$ 225,115	\$ 134,380	\$ 218,812	\$ 335,474	\$ 382,410	
Depreciation	\$ 68,531	\$ 114,823	\$ 127,777	\$ 146,220	\$ 212,246	\$ 293,444	\$ 273,586	\$ 309,667	\$ 430,542	\$ 564,686	\$ 693,517	\$ 795,568	\$ 886,925	\$ 1,064,736	\$ 1,206,818	\$ 1,456,913	\$ 1,627,878	
General and Administrative	\$ 98,268	\$ 145,543	\$ 172,968	\$ 140,987	\$ 173,957	\$ 146,916	\$ 185,574	\$ 188,783	\$ 309,926	\$ 445,511	\$ 361,409	\$ 348,892	\$ 497,248	\$ 405,632	\$ 587,399	\$ 766,138	\$ 895,126	
Total - Operating Expenses	\$ 185,886	\$ 351,951	\$ 395,989	\$ 385,356	\$ 500,892	\$ 578,649	\$ 602,465	\$ 689,800	\$ 953,310	\$ 1,299,543	\$ 1,365,721	\$ 1,433,587	\$ 1,609,288	\$ 1,604,748	\$ 2,013,029	\$ 2,558,525	\$ 2,905,414	
Income (loss) before other expenses	\$ (75,956)	\$ (129,932)	\$ (226,087)	\$ (54,567)	\$ 35,707	\$ 109,754	\$ 109,292	\$ 119,953	\$ (7,227)	\$ (227,285)	\$ (32,519)	\$ 37,573	\$ 33,223	\$ 756,734	\$ 441,788	\$ 613,841	\$ 1,107,387	
Contributions		\$ 60,136	\$ 259,458	\$ 38,804	\$ 63,416	\$ 117,389	\$ 120,875	\$ 146,532	\$ 174,480	\$ 211,010	\$ 225,615	\$ 232,648	\$ 260,629	\$ 357,676	\$ 571,832	\$ 688,149	\$ 669,309	
Finance income		\$ 23,432	\$ 22,037	\$ 24,530	\$ 17,321	\$ 5,111	\$ 11,171	\$ 15,742	\$ 25,121	\$ 32,071	\$ 34,429	\$ 27,172	\$ 27,691	\$ 42,975	\$ 65,426	\$ 77,511	\$ 94,106	
Finance costs	\$ (111,951)	\$ (207,481)	\$ (194,850)	\$ (34,141)	\$ (123,277)	\$ (125,421)	\$ (128,876)	\$ (131,322)	\$ (139,585)	\$ (157,986)	\$ (214,870)	\$ (253,282)	\$ (302,870)	\$ (357,790)	\$ (498,448)	\$ (654,777)	\$ (698,885)	
Subtotal	\$ (111,951)	\$ (123,913)	\$ 86,645	\$ 29,193	\$ (42,540)	\$ (2,921)	\$ 3,170	\$ 30,952	\$ 60,016	\$ 85,095	\$ 45,174	\$ 6,538	\$ (14,550)	\$ 42,861	\$ 138,810	\$ 110,883	\$ 64,530	
Income before non-recurring expenses	\$ (187,907)	\$ (253,845)	\$ (139,442)	\$ (25,374)	\$ (6,833)	\$ 106,833	\$ 112,462	\$ 150,905	\$ 52,789	\$ (142,190)	\$ 12,655	\$ 44,111	\$ 18,673	\$ 799,595	\$ 580,598	\$ 724,724	\$ 1,171,917	
Non-recurring expenses	\$ (1,030,721)																	
Net Income and Comprehensive Income	\$ (187,907)	\$ (253,845)	\$ (139,442)	\$ (25,374)	\$ (6,833)	\$ 106,833	\$ 112,462	\$ 150,905	\$ 52,789	\$ (142,190)	\$ 12,655	\$ (986,610)	\$ 18,673	\$ 799,595	\$ 580,598	\$ 724,724	\$ 1,171,917	
Cash Dividends																	\$ (30,100)	\$ (34,000)
Retained Earnings (Net Accumulated Surplus/loss)	\$ (277,787)	\$ (531,632)	\$ (671,074)	\$ (696,448)	\$ (703,281)	\$ (596,449)	\$ (483,987)	\$ (333,082)	\$ (280,293)	\$ (422,483)	\$ (409,828)	\$ (1,396,438)	\$ (1,377,765)	\$ (578,170)	\$ 2,428	\$ 697,052	\$ 1,834,968	
Sales (MW.hr)	1,176	3,630	4,981	6,828	11,063	14,121	18,738	22,847	23,946	27,922	31,254	32,402	37,787	49,503	53,626	60,157	69,488	



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

“City Of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575”

CONSOLIDATED FOR CONVENIENCE – NOVEMBER 1, 2019

Amendment Bylaw, 2007, No. 7843	Schedule A, Schedule B and Schedule C
Amendment Bylaw, 2007, No. 7865	Section 4 and Schedule A
Amendment Bylaw, 2007, No. 7891	Section 15, Schedule B and Schedule C
Amendment Bylaw, 2008, No. 7954	Service Connection Fee
Amendment Bylaw, 2009, No. 8059	Schedule C, Fees Rates and Charges Schedule
Amendment Bylaw, 2010, No. 8086	Schedule C and Housekeeping
Amendment Bylaw, 2010, No. 8123	Schedule C - Meter Charge
Amendment Bylaw , 2010, No. 8187	Schedule C – Service Connection Fee
Amendment Bylaw, 2013, No. 8321	Standard Fees and Charges Schedule & Capacity Charge
Amendment Bylaw, 2016, No. 8497	Schedule B, Standard Fees and Charges Schedule, Schedule C
Amendment Bylaw, 2017, No. 8545	Standard Fees and Charges Schedule
Amendment Bylaw, 2017, No. 8561	Standard Fees and Charges Schedule
Amendment Bylaw, 2017, No. 8596	Schedule C
Amendment Bylaw, 2018, No. 8660	Addition of Section 14.10
Amendment Bylaw, 2018, No. 8656	Schedule C
Amendment Bylaw, 2019, No. 8730	Schedule C and other fees

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 7575

A Bylaw to Create a Hydronic Energy Service

WHEREAS the *Community Charter* empowers the municipality to provide any service that the Council considers necessary or desirable.

WHEREAS the City of North Vancouver ("City") wishes to establish a service for the purpose of providing hydronic heat energy for space heating and domestic hot water to multi-family, residential, commercial, institutional and industrial buildings.

NOW THEREFORE the Council of The Corporation Of The City Of North Vancouver in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **"City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575"**.
2. The service of providing hydronic heat energy for space heating and domestic hot water ("Heating Service") and the service of providing hydronic cooling energy for space cooling ("Cooling Service") to properties with multi-family residential, commercial, institutional and industrial buildings thereon (collectively the "Service") is hereby established.
3. The Service may be provided to properties with multi-family residential, commercial, industrial or institutional buildings thereon in the City of North Vancouver ("Service Area").
4. There shall be three classes of property within the Service Area:

Class 1 – properties described in Schedule "A";

Class 2 – properties, other than Class 1 properties, on which it is proposed to construct or renovate (to an extent that requires substantial occupancy postponement) multi-family residential, commercial, industrial and institutional buildings having a combined floor area of greater than 1000 square metres; and [Bylaw 8596, December 11, 2017]

Class 3 – properties other than Class 1 properties and Class 2 properties.
5. Multi-family residential, commercial, industrial and institutional buildings:
 - (a) on Class 1 properties, are required to apply for, be connected to and use the Heating Service and may apply for, be connected to and use the Cooling Service unless the City's Director of Finance considers that the cost of providing the Cooling Service to the property and buildings would be excessive to the City;
 - (b) on Class 2 properties, are required to apply for, be connected to and use the Heating Service and may apply for, be connected to and use the Cooling Service unless the City's Director of Finance considers that the cost of providing the

Heating Service or the Cooling Service as the case may be to the property and buildings would be excessive to the City; and

- (c) on Class 3 properties, may apply for, be connected to and use the Heating Service and the Cooling Service unless the City's Director of Finance considers that the cost of providing the Heating Service or the Cooling Service as the case may be to the property and the buildings would be excessive to the City.
6. The Service shall be provided and used in accordance with the terms and conditions described in Schedule "B" ("General Terms and Conditions").
 7. The fees payable in respect of the Service shall be those described in Schedule "C" which shall be based on the cost of providing, maintaining and expanding the Service and may be different for different properties and buildings based upon the use, capacity and consumption of those properties and buildings
 8. The City may operate the Service directly or through another organization (the "Service Provider").
 9. The City authorizes its officers and employees and the officers, employees, agents, servants, contractors and subcontractors of the Service Provider to enter onto any property or into any building applying for, connecting or connected to or using the Service or required to apply for connect to and use the Service to connect or disconnect the Service and to inspect and determine whether all regulations, prohibitions and requirements contained in this Bylaw and the General Terms and Conditions are being met.
 100. The City authorizes its officers and employees and the officers and employees of the Service Provider to require persons applying for, connecting or connected to or using the Service to provide security with respect to the Service in an amount determined by the City or the Service Provider.
 11. Except as provided in the General Terms and Conditions and Sections 12, 13 and 14 of this Bylaw no building situated on a Class 3 property which is connected to and using the Service may be disconnected from the Service unless the City Engineer is satisfied, in his sole discretion, that the building will be adequately supplied with an alternate form of energy capable of heating the building and no building situated on a Class 1 or Class 2 property which is connected to and using the Service may be disconnected from the Service.
 12. The City or the Service Provider may discontinue providing the Service to a person or property because of:
 - (a) unpaid fees or taxes in relation to the Service; or
 - (b) non-compliance with the General Terms and Conditions or the provisions of this Bylaw.
 13. The City or the Service Provider may discontinue providing the Service to a person or property upon providing not less than 48 (forty-eight) hours written notice outlining the reasons for the discontinuance.

14. A person whose Service is discontinued for non-compliance with the General Terms and Conditions or the provisions of this Bylaw other than a failure to pay fees or taxes payable in respect of the Service may appeal such discontinuance to the Council of the City by delivering to the City, within 10 (ten) days of the date of the written notice of discontinuance, written notice of their intention to appeal stating in a concise fashion the grounds upon which the appeal is based. If, upon receipt of a written notice of intention to appeal, the Service has not yet been discontinued then the decision of the City or the Service Provider to discontinue the Service shall be stayed until the appeal has been considered by the Council unless the Service is to be discontinued for reasons which the City or the Service Provider reasonably believe will endanger persons or property, including the property of the City or the Service Provider, in which case the decision will not be stayed and the Service will be discontinued in accordance with the notice of discontinuance.

READ a first time by the Council on the 23rd day of February, 2004.

READ a second time by the Council on the 23rd day of February, 2004.

READ a third time and passed by the Council on the 23rd day of February, 2004.

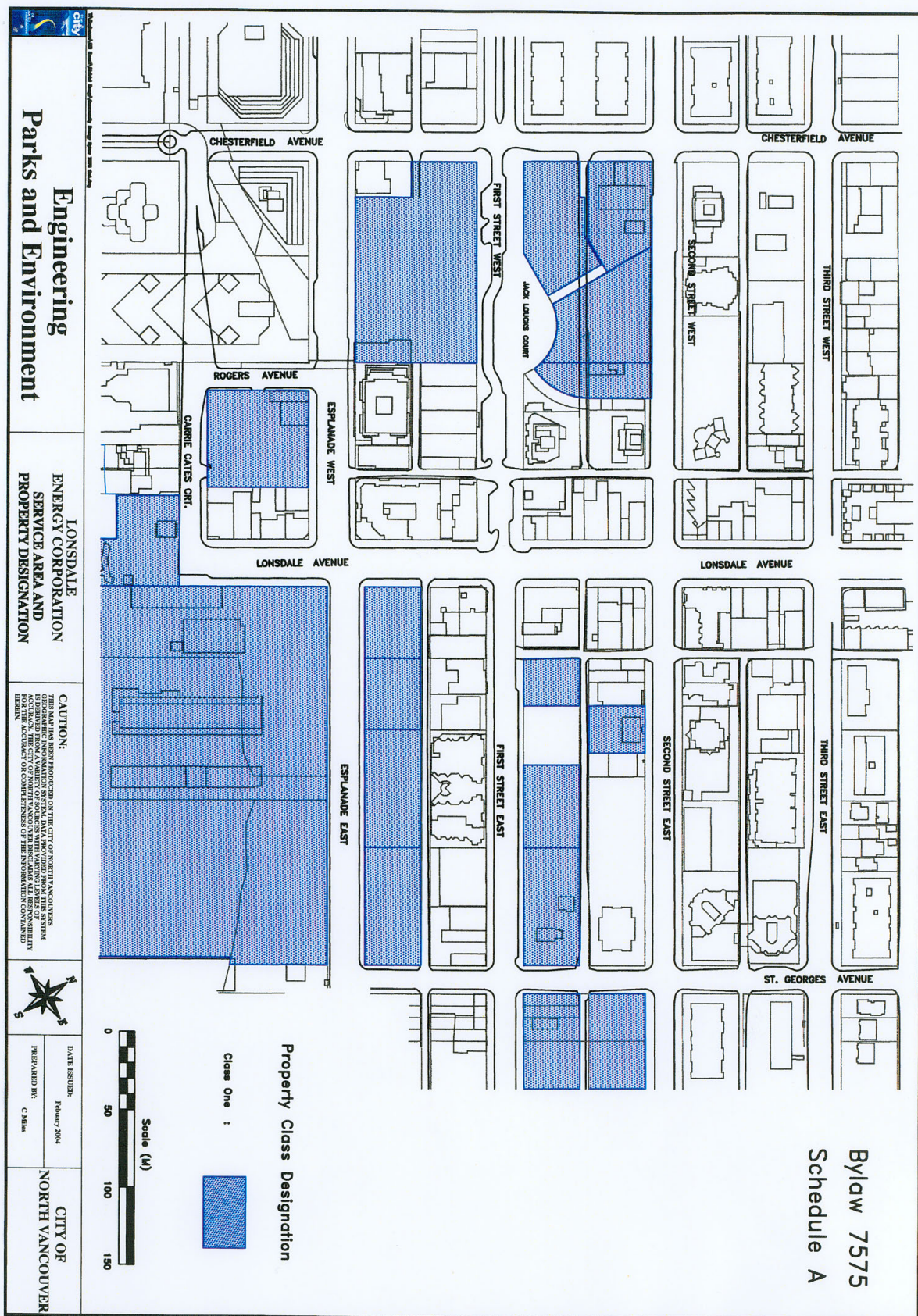
RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 1st day of March, 2004.

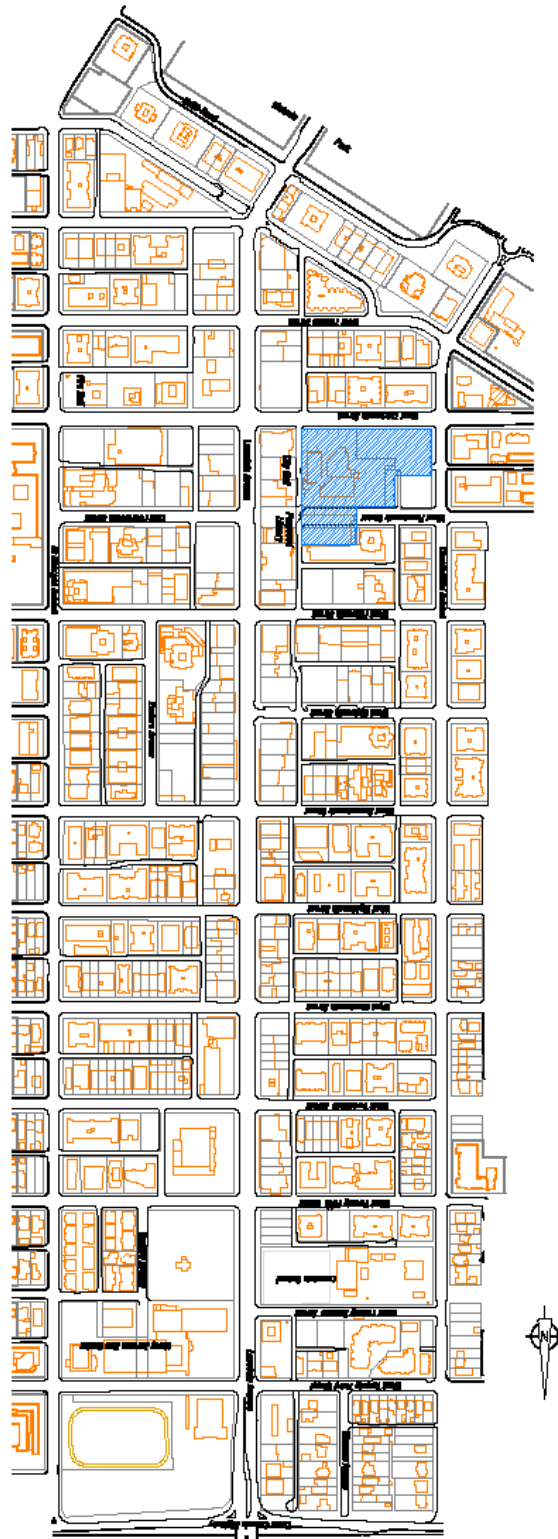
"Barbara A. Sharp"

MAYOR

"Bruce A. Hawkshaw"

CITY CLERK





Scale (Meters)
0 50 100 150 200 250

Priority Class Designation
Class 1

Lonsdale Energy Corporation
Service Area And Property Designation

Map No. 2004

Last Revised : May 2007

SCHEDULE “B”

GENERAL TERMS AND CONDITIONS

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DEFINITIONS

Unless the context indicates otherwise, in these General Terms and Conditions and in the rate schedules referred to herein the following words have the following meanings:

Class 1 Properties means the properties within the Service Area described in the schedule attached to and forming part of the General Terms and Conditions.

Class 2 Properties means properties within the Service Area, other than Class 1 Properties, on which it is proposed to construct multi-family residential, commercial, industrial and institutional buildings having a combined floor area of greater than 1000 square meters.”;

Class 3 Properties means properties within the Service Area other than Class 1 Properties and Class 2 Properties

Commercial Service means the provision of Hydronic Energy Service to commercial, institutional and industrial Premises.

Commodity means the fuel used by the Service Provider in the Hydronic Energy System to create the Hydronic Energy.

Conversion Factor means a factor, or combination of factors, which converts Hydronic Energy meter data to kilowatts or cubic metres for billing purposes.

Cooling means the energy transferred for the purpose of lowering the ambient air temperature in a Premise including all energy transferred at a temperature of 21 degree C or less.

Customer means a Person who is being provided Service or who has filed an application for Service with the Service Provider that has been approved by the Service Provider.

Day means any period of 24 consecutive Hours beginning and ending at 7:00 a.m. Pacific Standard Time or as otherwise specified in the Service Agreement.

Delivery Point means the outlet of the Heat Exchanger unless otherwise specified in the Service Agreement.

Delivery Temperature and replacing it by the following “Delivery Temperature means the Hydronic Energy transfer temperature as determined by the Service Provider available to the Customer at the Delivery Point.”

Distribution System means the system of water pipes, fittings and ancillary components used for distributing water for the purposes of providing Hydronic Energy to Premises in the Service Area including all additions thereto and replacements thereof and the system of water pipes connecting the Distribution System to the Service Connection including all additions thereto and replacements thereof.

General Terms & Conditions means these general terms and conditions as amended from time to time by the Council of the City of North Vancouver.

Heating means the energy transferred for the purpose of raising the ambient air or domestic hot water temperature in a Premise including all energy transferred at a temperature exceeding 21 degree C.

Heat Exchanger means the equipment including ventilation systems installed at the Customer's Premises to transfer Hydronic Energy from the Hydronic Energy System to the Customer's Premises.

Hour means any consecutive 60 minute period.

Hydronic Energy Hydronic Energy means heated water and cooled water.

Hydronic Energy Service means the delivery of Hydronic Energy through the Hydronic Energy System to a Delivery Point and through a Meter Set for use in multi-family residential, commercial, institutional and industrial Premises.

Hydronic Energy System means the Hydronic Energy generation system including the Distribution System and water boilers, heat pumps and solar panels used for the purpose of heating or cooling the water that flows through the Distribution System and the Service Connections and all equipment including the pressure vessels, conduits, pipes, valves, lines, pumps, Heat Exchangers and Meter Sets together with all ancillary appliances and fittings necessary to provide Hydronic Energy to Premises in the Service Area and all additions thereto and replacements thereof as such system is expanded, reduced or modified from time to time.

Hydronic Energy System Extension means an extension or expansion of the Hydronic Energy System including the upgrading of existing pipes, and ancillary equipment on private property, but does not include the installation of Service Connections, Heat Exchangers or Meter Sets.

LEC means Lonsdale Energy Corporation, a body corporate incorporated pursuant to the laws of the Province of British Columbia.

Meter Set means an assembly of metering and ancillary equipment, including Heat Exchangers, that measure the amount of Hydronic Energy consumed by a Customer.

Month means a period of time, for billing purposes, of 27 to 34 consecutive Days.

Other Service means the provision of service other than Hydronic Energy Service.

Other Service Charges means charges for damages, alterations and repairs, financing, insurance, and late payment charges, Social Service Tax, Goods and Services Tax or other taxes related to these charges.

Person means a natural person, partnership, corporation, society, unincorporated entity or body politic.

Premises means a building, a separate unit of a building, or machinery together with the surrounding land.

Rate Schedule means a schedule attached to and forming part of the General Terms and Conditions, which sets out the charges for Service and certain other related terms and conditions for a class of Service.

Residential Service means the provision of Hydronic Energy Service to multi-family residential Premises.

Return Temperature means the temperature, as determined by the Service Provider and measured at the Heat Exchanger, at which water from the Customer's Premises may be returned to the Hydronic Energy System.

Service means the provision of Hydronic Energy Service and Other Service by the Service Provider.

Service Agreement means an agreement between the Service Provider and a Customer for the provision of Service.

Service Area means that portion of the City of North Vancouver designated by the Council of the City of North Vancouver for the provision of Hydronic Energy Service.

Service Connection means that portion of the Hydronic Energy System extending from the Distribution System to the Delivery Point.

Service Provider means the Person who provides Service to Customers in accordance with the General Terms and Conditions including without limitation LEC and its successors, assigns, officers, employees, servants, agents and contractors;

Service Related Charges include, but are not limited to, application fees, Service Connection installation fees, disconnection fees and late payment charges, plus Social Services Tax, Goods and Service Tax, or other taxes related to these charges.

Standard Fees & Charges Schedule means the schedule attached to and forming part of the General Terms and Conditions which lists the various fees and charges relating to Service provided by the Service Provider as approved from time to time by the Council of the City of North Vancouver.

Utility Services means the hydro-electric, water, sewer and other utility services required by the Service Provider to provide the Hydronic Energy Service.

Year means a period of 12 consecutive Months.

SERVICE AREAS

These General Terms and Conditions refer to the provision of Hydronic Energy Service in the City of North Vancouver or such portions thereof as may be designated by the Council of the City of North Vancouver and such other areas as may be added from time to time by the Council of the City of North Vancouver.

1. APPLICATION REQUIREMENTS

1.1 Requesting Services - A Person requesting the Service Provider to provide Service, including

- (a) providing Hydronic Energy Services,
- (b) providing a Service Connection,
- (c) re-activating existing Service Connections,
- (d) transferring an existing account,
- (e) changing the type of Service provided, or
- (f) making alterations to existing Service Connections, Heat Exchangers or Meter Sets,

must apply to the Service Provider in person, by mail, by telephone, by facsimile or by other electronic means.

1.2 Required Documents - An applicant for Service may be required to sign an application and a Service Agreement provided by the Service Provider.

1.3 Separate Premises / Businesses - If an applicant is requesting Service from the Service Provider at more than one Premises, or for more than one separately operated business, then the applicant will be considered a separate Customer for each of the Premises and businesses. For the purposes of this provision, the Service Provider will determine whether any building contains one or more Premises or any business is separately operated.

1.4 Required References – The Service Provider may require an applicant for Service to provide reference information and identification acceptable to the Service Provider.

1.5 Refusal of Application – The Service Provider may refuse to accept an application for Service for any of the reasons listed in Section 19 (Discontinuance of Service and Refusal of Service).

2. AGREEMENT TO PROVIDE SERVICE

2.1 Service Agreement - The agreement for Service between a Customer and the Service Provider will be:

- (a) the oral or written application of the Customer that has been approved by the Service Provider and that is deemed to include the General Terms and Conditions, or
- (b) a Service Agreement signed by the Customer.

2.2 Customer Status - A Person becomes a Customer of the Service Provider when the Service Provider

- (a) approves the Person's application for Service, or
- (b) provides Service to the Person.

2.3 Service Connections

Subject to the following, the Service Provider will serve each parcel of land with one Service Connection. Additional Service Connections may be provided at the sole discretion of the Service Provider. In the case of buildings which have been subdivided by way of strata plan all strata lots and common property will be served by one Service Connection and the Customer will be the Strata Corporation.

2.4 No Assignment/Transfer – A Customer may not transfer or assign a Service Agreement without the written consent of the Service Provider.

3. CONDITIONS ON USE OF SERVICE

3.1 Return Temperature – A Customer will ensure that the temperature of the water returning from the Customer's Premises to the Distribution System complies with the requirements of the Service Provider.

3.2 Unauthorized Sale / Supply / Use - Unless authorized in writing by the Service Provider, a Customer will not sell or supply Hydronic Energy supplied to it by the Service Provider to other Persons or use Hydronic Energy supplied to it by the Service Provider for any purpose other than as specified in the Service Agreement and the General Terms and Conditions.

4. RATE CLASSIFICATION

4.1 Rate Classification - Customers may be served under any Rate Schedule for which they meet the applicability criteria as set out in the appropriate Rate Schedule.

4.2 Rate Selection – The Service Provider will endeavour to provide the Customer with information and advice on all rates available to the Customer from time to time, but in every case the selection of the appropriate Rate Schedule will be the sole responsibility of the Customer.

In the absence of instructions from the Customer, the Service Provider will select a Rate Schedule on behalf of the Customer on the basis of information available at the time of selection. If the Customer wishes to be on a specific Rate Schedule, then the Customer must inform the Service Provider in writing prior to November 1 of their Rate Schedule selection. The selected Rate Schedule will remain in effect for one (1) year, starting November 1. *[Bylaw 8497, October 17, 2016]*

4.3 Periodic Review – the Service Provider may

- (a) conduct periodic reviews of the quantity of Hydronic Energy and the rate of delivery of Hydronic Energy to a Customer to determine which Rate Schedule applies to the Customer, and
- (b) change the Customer's charge to the appropriate charge, or
- (c) change the Customer to the appropriate Rate Schedule.

5. APPLICATION AND SERVICE CONNECTION INSTALLATION FEES AND CHARGES

5.1 Application and Service Connection Installation Fees - An applicant for Service must pay the applicable application and installation fees set out in the Standard Fees and Charges Schedule.

5.2 Waiver of Application Fee - The application fee will be waived by the Service Provider if Service to a Customer is reactivated after it was discontinued for any of the reasons described in Section 12.2 (Right to Restrict).

5.3 Reactivation Charges – If Service is terminated

(a) for any of the reasons described in Section 19 (Discontinuance of Service and Refusal of Service), or

(b) to permit Customers to make alterations to their Premises,

and the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Service to the Premises within one Year, then the applicant for reactivation must pay the greater of

(c) the costs the Service Provider incurs in de-activating and re-activating the Service, or

(d) the sum of the minimum charges set out in the applicable Rate Schedule which would have been paid by the Customer between the time of termination and the time of reactivation of Service.

5.4 Identifying Load or Premises Served by Meter Sets - If a Customer requests the Service Provider to identify the Meter Set that serves the Premises and/or load after the Meter Set was installed, then the Customer will pay the cost the Service Provider incurs in re-identifying the Meter Set where

(a) the Meter Set is found to be properly identified, or

(b) the Meter Set is found to be improperly identified as a result of Customer activity, including

(i) a change in the legal civic address of the Premises,

(ii) renovating or partitioning the Premises, or

(iii) rerouting Hydronic Energy lines after the Delivery Point.

6. SECURITY FOR PAYMENT OF BILLS

6.1 Security for Payment of Bills - If a Customer or applicant cannot establish or maintain credit to the satisfaction of the Service Provider, then the Customer or applicant may be required to provide a security deposit in the form of cash or an equivalent form of security acceptable to the Service Provider. As security for payment of bills, all Customers who have not established or maintained credit to the satisfaction of the Service Provider, may be required to provide a security deposit or equivalent form of security, the amount of which may not

- (a) be less than \$50, and
- (b) exceed an amount equal to the estimate of the total bill for the two highest consecutive Months consumption of Hydronic Energy by the Customer or applicant.

6.2 Interest – The Service Provider will pay interest to a Customer on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. Subject to Section 6.5, if a security deposit in whole or in part is returned to the Customer for any reason, the Service Provider will credit any accrued interest to the Customer's account at that time.

No interest is payable

- (a) on any unclaimed deposit left with the Service Provider after the account for which is security is closed, and
- (b) on a deposit held by the Service Provider in a form other than cash.

6.3 Refund of Deposit - When the Customer pays the final bill, the Service Provider will refund any remaining security deposit plus any accrued interest or cancel the equivalent form of security.

6.4 Unclaimed Refund - If the Service Provider is unable to locate the Customer to whom a security deposit is payable, the Service Provider will take reasonable steps to trace the Customer; but if the security deposit remains unclaimed 10 Years after the date on which it first became refundable, the deposit, together with any interest accrued thereon, becomes the absolute property of the Service Provider.

6.5 Application of Deposit - If a Customer's bill is not paid when due, then the Service Provider may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if the Service Provider applies the security deposit or calls on the equivalent form of security, the Service Provider may, under Section 19 (Discontinuance of Service and Refusal of Service), discontinue Service to the Customer for failure to pay for Service on time.

6.6 Replenish Security Deposit - If a Customer's security deposit or equivalent form of security is called upon by the Service Provider towards paying an unpaid bill, then the Customer must re-establish the security deposit or equivalent form of security before the Service Provider will reconnect or continue Service to the Customer.

6.7 Failure to Pay - Failure to pay a security deposit or to provide an equivalent form of security acceptable to the Service Provider may, in the Service Provider's discretion, result in discontinuance or refusal of Service as set out in Section 19 (Discontinuance of Service and Refusal of Service).

7. TERM OF SERVICE AGREEMENT

7.1 Term for Residential and Commercial Service to Class 1 and Class 2 Properties If a Customer is being provided Residential Service or Commercial Service at a Class 1 or Class 2 Property then the term of the Service Agreement will be until the Service Agreement is terminated in accordance with the General Terms and Conditions.

7.2 Initial Term for Residential and Commercial Service - If a Customer is being provided Residential Service or Commercial Service at a Class 3 Property, the initial term of the Service Agreement

- (a) when a new Service Connection is required will be one Year, or
- (b) when a Hydronic Energy System Extension is required will be for a period of time fixed by the Service Provider.

7.3 Renewal of Initial Term of Agreement for Residential and Commercial Service to a Class 3 Property – Unless

- (a) the Service Agreement or the applicable Rate Schedule specifies otherwise, or
- (b) the Service Agreement is terminated under Section 8 (Termination of Service Agreement),

the Service Agreement described in Section 7.2 will be automatically renewed at the end of its initial Term from Month to Month for Residential or Commercial Service,

8. TERMINATION OF SERVICE AGREEMENT

8.1 Termination by Customer – Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies, unless the Service Agreement or applicable Rate Schedule specifies otherwise, a Customer whose Premises are located at a Class 3 Property only may terminate the Service Agreement after the end of the initial term by giving the Service Provider at least 48 Hours notice and paying the applicable disconnection fees set out in the Standard Fees and Charges Schedule.

- 8.2 Continuing Obligation** - The Customer is responsible for, and must pay for, all Hydronic Energy delivered to the Premises and is responsible for all damages to and loss of Heat Exchangers, Meter Sets or other equipment of the Service Provider on the Premises until the Service Agreement is terminated.
- 8.3 Effect of Termination** - The Customer is not released from any previously existing obligations to the Service Provider under a Service Agreement by the termination of the agreement.
- 8.4 Sealing Service Connection** - After the termination of Hydronic Energy Service to a Premises and after a reasonable period of time during which a new Customer has not applied for Hydronic Energy Service at the Premises, the Service Provider may seal off the Service Connection to the Premises.
- 8.5 Termination by the Service Provider** - Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies, unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Service Provider may terminate a Service Agreement for Premises at Class 1, 2 and 3 Properties by giving the Customer at least 48 Hours written notice if Service is discontinued under Section 19 (Discontinuance of Service and Refusal of Service).

9. SERVICE CONNECTIONS

- 9.1 Provided Installation** - If the Hydronic Energy System is adjacent to the Customer's Premises, then the Service Provider
- (a) will designate the location of the Heat Exchanger, Meter Set and Service Connections on the Customer's Premises and determine the amount of space that must be left unobstructed around them,
 - (b) will install the Heat Exchanger and Meter Set upon payment of the applicable installation fees set out in the Standard Fees and Charges Schedule; and
 - (c) will install the Service Connection from the Hydronic Energy System to the Delivery Point on the Customer's Premises at no additional cost to the Customer provided the Service Connection follows the route which is the most suitable to the Service Provider.
- 9.2 Customer Requested Routing – If:**
- (a) the Hydronic Energy System is adjacent to the Customer's Premises,
 - (b) the Customer requests that its piping or Service Connection enter its Premises at a different point of entry or follow a different route from the point or route designated by the Service Provider, and
 - (c) the Customer requests that the Heat Exchanger or Meter Set be installed at a different location from the location designated by the Service Provider,

then the Service Provider may charge the Customer for all additional costs as determined by the Service Provider to install the Heat Exchanger, Meter Set and Service Connection in accordance with the Customer's request.

- 9.3 Additional Connections** - If a Customer requests more than one Service Connection to the Premises, on the same Rate Schedule, then the Service Provider may install the additional Service Connection and may charge the Customer the Application Fee set out in the Standard Fees and Charges Schedule, as well as the full cost (including overhead costs) for the Service Connection installation in lieu of the Service Connection Installation Fee set out in the Standard Fees and Charges Schedule. The Service Provider will bill the additional Service Connection from a separate meter and account. If the additional Service Connection is requested by a, contractor, employee, agent or partner of the existing Customer, then the same charges will apply.
- 9.4 Easement Required** - If an intervening property is located between the Customer's Premises and the Hydronic Energy System, then the Customer is responsible for the costs of obtaining an easement in favour of the Service Provider and in a form specified by the Service Provider, for the installation, operation and maintenance on the intervening property of all necessary facilities for supplying Hydronic Energy to the Customer.
- 9.5 Ownership** – The Customer does not own any part of the Service Connection from the Hydronic Energy System up to and including the Heat Exchanger and Meter Set, whether it is located inside or outside the Customer's Premises.
- 9.6 Maintenance** – The Service Provider will maintain the Heat Exchanger, Meter Set and Service Connection.
- 9.7 Supply Cut Off** - If the supply of Hydronic Energy to a Customer's Premises is cutoff for any reason then, the Service Provider may, but is not required to, remove the Heat Exchanger, Meter Set or Service Connection from the Customer's property or Premises.
- 9.8 Damage Notice** - The Customer must advise the Service Provider immediately of any damage occurring to the Heat Exchanger, Meter Set or Service Connection.
- 9.9 Prohibition** - A Customer must not construct any permanent structure which, in the opinion of the Service Provider, obstructs access to a Service Connection, Heat Exchanger or Meter Set.
- 9.10 No Unauthorized Changes** - No changes, extensions, connections to or replacement of, or disconnection from the Distribution System or Service Connections, will be made except by the Service Provider's authorized employees, contractors or agents or by other Persons authorized in writing by the Service Provider. Any change in the location of an existing Service Connection
- (a) must be approved in writing by the Service Provider, and
 - (b) will be made at the expense of the Customer if the change is requested by the Customer or necessitated by the actions of the Customer.

9.11 Site Preparation - The Customer will be responsible for all necessary site preparation including but not limited to clearing building materials, construction waste, equipment, soil and gravel piles over the proposed service line route to the standards established by the Service Provider. The Service Provider may recover any additional costs associated with delays or site visits necessitated by inadequate or substandard site preparation by the Customer.

10. HEAT EXCHANGERS, METER SETS & METERING

10.1 Installation – In order to provide Hydronic Energy and bill the Customer for Hydronic Energy delivered, the Service Provider will install one or more Heat Exchangers and Meter Sets on the Customer's Premises. The technical specifications of all Heat Exchangers and Meter Sets will be determined by the Service Provider. Unless approved by the Service Provider, all Heat Exchangers and Meter Sets will be located at locations designated by the Service Provider.

10.2 Measurement - The quantity of Hydronic Energy delivered to the Premises will be metered using apparatus approved by the City of North Vancouver. The amount of Hydronic Energy registered by the Meter Set during each billing period will be converted to kilowatts and rounded to the nearest one-tenth of a kilowatt.

10.3 Testing Meters - If a Customer applies for the testing of a Meter Set and

- (a) the Meter Set is found to be recording incorrectly, then the cost of removing, replacing and testing the meter will be borne by the Service Provider subject to Section 20.4 (Responsibility for Heat Exchanger and Meter Set), and
- (b) if the testing indicates that the Meter Set is recording correctly, then the Customer must pay the Service Provider for the cost of removing, replacing and testing the Meter Set as set out in the Standard Fees and Charges Schedule.

10.4 Defective Meter Set - If a Meter Set ceases to register, then the Service Provider will estimate the volume of Hydronic Energy delivered to the Customer according to the procedures set out in Section 14.6 (Incorrect Register).

10.5 Protection of Equipment - The Customer must take reasonable care of and protect all Heat Exchangers, Meter Sets and related equipment on the Customer's Premises. The Customer's responsibility for expense, risk and liability with respect to all Heat Exchangers, Meter Sets and related equipment is set out in Section 20.4 (Responsibility for Heat Exchanger and Meter Set).

10.6 No Unauthorized Changes - No Heat Exchangers, Meter Sets or related equipment will be installed, connected, moved or disconnected except by the Service Provider's authorized employees, contractors or agents or by other Persons with the Service Provider's written permission.

- 10.7 Removal of Service** - At the termination of a Service Agreement, the Service Provider may disable, disconnect or remove a Heat Exchanger and Meter Set on or from the Premises if a new Customer is not expected to apply for Service for the Premises within a reasonable time.
- 10.8 Customer Requested Heat Exchanger and Meter Relocation or Modifications** - Any change in the location of a Heat Exchanger, Meter Set or related equipment, or any modifications to the Heat Exchanger or Meter Set, including automatic and/or remote meter reading
- (a) must be approved by the Service Provider in writing, and
 - (b) will be made at the expense of the Customer if the change or modification is requested by the Customer or necessitated by the actions of the Customer. If any of the changes to the Heat Exchanger, Meter Set or related equipment require the Service Provider to incur ongoing incremental operating and maintenance costs, the Service Provider may recover these costs from the Customer through a Monthly charge.
- 10.9 Meter Set Consolidations** - A Customer who has more than one Meter Set at the same Premises or adjacent Premises may apply to the Service Provider to consolidate its Meter Sets. If the Service Provider approves the Customer's application, then the Customer will be charged the value for all portions of the Hydronic Energy System abandoned except for Meter Sets that are removed to facilitate Meter Set consolidations. In addition, the Customer will be charged the Service Provider's full costs, including overheads, for any abandonment, Meter Set removal and alteration downstream of the new Meter Set. If a new Service Connection is required, then the Service Provider will charge the Customer the Service Connection Installation Fee and the Application Fee. In addition, the Customer will be required to sign a release waiving the Service Provider's liability for any damages should the Customer decide to re-use the abandoned plant downstream of the new Meter Set.
- 11. HYDRONIC ENERGY SYSTEM EXTENSIONS**
- 11.1 System Extension and Expansion** – The Service Provider will make extensions and expansions of its Hydronic Energy System in accordance with system development requirements.
- 11.2 Ownership** - All extensions and expansions of the Hydronic Energy System will remain the property of the Service Provider as between the Service Provider and the Customer.
- 11.3 Contribution** - If the proposed provision of Hydronic Energy Service to Premises will require the Service Provider to extend or expand the Hydronic Energy System and the recovery of the cost of that extension or expansion could result in an increase in the rates paid by existing Customers, then the Customer requiring the extension or expansion will be required to contribute to the cost of the extension or expansion.

12. INTERRUPTION OF SERVICE

12.1 Regular Supply – The Service Provider will use its best efforts to provide the constant delivery of Hydronic Energy and the maintenance of unvaried temperatures.

12.2 Right to Restrict – The Service Provider may require any of its Customers, at all times or between specified Hours, to discontinue, interrupt or reduce to a specified degree or quantity, the delivery of Hydronic Energy for any of the following purposes or reasons:

- (a) in the event of a temporary or permanent shortage of Hydronic Energy, whether actual or perceived by the Service Provider,
- (b) in the event of a breakdown or failure of the supply of Commodity or Utility Service to the Hydronic Energy System,
- (c) to comply with any legal requirements,
- (d) to make repairs or improvements to any part of the Hydronic Energy System, or
- (e) in the event of fire, flood, explosion or other emergency to safeguard Persons or property against the possibility of injury or damage.

12.3 Notice – The Service Provider will, to the extent practicable, give notice of its requirements and removal of its requirements under Section 12.2 (Right to Restrict) to its Customers by

- (a) newspaper, radio or television announcement, or
- (b) notice in writing that is
 - (i) sent through the mail to the Customer's billing address,
 - (ii) left at the Premises where Hydronic Energy is delivered,
 - (iii) served personally on a Customer, or
 - (iv) sent by facsimile or other electronic means to the Customer, or
- (c) oral communication.

12.4 Failure to Comply - If, in the opinion of the Service Provider, a Customer has failed to comply with any requirement under Section 12.2 (Right to Restrict), then the Service Provider may, after providing notice to the Customer in the manner specified in Section 12.3 (Notice), discontinue Service to the Customer.

13. Access to Premises and Equipment

13.1 Access to Premises – The Service Provider has a right of entry to the Customer's Premises. The Customer must provide free access to its Premises at all times to the Service Provider's authorized employees, contractors and agents for the purpose of reading, testing, repairing or removing Service Connections, Meter Sets, Heat Exchangers and ancillary equipment, turning Hydronic Energy on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and

appliances and reviewing the use made of Hydronic Energy delivered to the Customer, or for any other related purpose which the Service Provider requires.

- 13.2 Access to Equipment** - The Customer must provide clear access to the Service Provider's equipment including the equipment described in section 13.1. The equipment installed by the Service Provider on the Customer's Premises will remain the property of the Service Provider as between the Service Provider and the Customer and may be removed by the Service Provider upon termination of Service.

14. BILLING

- 14.1 Basis for Billing** – The Service Provider will bill the Customer in accordance with the Customer's Service Agreement, the Rate Schedule under which the Customer is provided Service, and the fees and charges contained in the General Terms and Conditions.
- 14.2 Meter Measurement** – The Service Provider will measure the quantity of Hydronic Energy delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.
- 14.3 Multiple Meters** - Hydronic Energy Service to each Meter Set will be billed separately for Customers who have more than one Meter Set on their Premises.
- 14.4 Estimates** - For billing purposes, the Service Provider may estimate the Customer's meter readings if, for any reason, the Service Provider does not obtain a meter reading.
- 14.5 Estimated Final Reading** - If a Service Agreement is terminated then the Service Provider may estimate the final meter reading for final billing.
- 14.6 Incorrect Register** - If any Meter Set has failed to measure the delivered quantity of Hydronic Energy correctly, then the Service Provider may estimate the meter reading for billing purposes, subject to Section 15 (Back-Billing).
- 14.7 Bills Issued** – The Service Provider may bill a Customer as often as the Service Provider considers necessary but generally will bill on a Monthly basis.
- 14.8 Bill Due Dates** -The Customer must pay the Service Provider's bill for Service on or before the due date shown on the bill which will be
- (a) the first business Day after the twenty-first calendar Day following the billing date, or
 - (b) such other period as may be agreed upon by the Customer and the Service Provider.
- 14.9 Historical Billing Information** - Customers who request historical billing information may be charged the cost of processing and providing the information.

14.10 Sub-Metering and allocation of Hydronic Energy Fees - Customers may allocate to a Person, fees billed by the Service Provider on the following basis:

- (a) Unless a fee set out in Schedule “B” and “C” of this Bylaw is recovered in compliance with section 99(2) of the *Strata Property Act*, every strata corporation that wishes to collect the fee from a strata lot owner must do so only in compliance with paragraph (c).
- (b) Unless a fee set out in Schedule “B” and “C” of this Bylaw is included in the lump sum regular monthly rent payments stipulated in a rental agreement between the rental property owner and renter, every rental property owner who wishes to collect the fee from a rental unit renter or other occupier must do so only in compliance with paragraph (c).
- (c) Every strata corporation or rental property owner referred to in paragraphs (a) and (b) must collect a fee set out in Schedule “B” and “C” of this Bylaw only on the following basis:
 - (i) a flat fee, including Meter Charge and Capacity Charge, must be recovered on a flat fee basis with the invoice clearly showing:
 - A. the flat fee set out in Schedule “B” and “C” of this Bylaw, and
 - B. the calculation of the amount owing;
 - (ii) a metered fee, including Commodity Charge, must be recovered on a metered fee basis with the invoice clearly showing:
 - A. the metered fee set out in Schedule “B” of this Bylaw,
 - B. the quantity of metered hydronic energy in kilowatt hours, and
 - C. the calculation of the amount owing;
 - (iii) a mark-up above the fee must:
 - A. be provided on a separate line on the invoice,
 - B. identify the purpose of the mark-up, and
 - C. specify that the amount of the mark-up is not regulated by the City of North Vancouver;
 - (iv) for a metered fee under this Bylaw, the quantity of metered Hydronic Energy in respect of the amount of the fee due and owing must be metered. No person may issue an invoice for a fee or otherwise collect a fee based on an estimate of usage or through the use of a device other than a thermal metering device that measures flow and temperature differential at point of delivery.

[Bylaw 8660, July 9, 2018]

15. BACK-BILLING

- 15.1 When Required** – The Service Provider may, in the circumstances specified herein, charge, demand, collect or receive from its Customers for a regulated Service rendered thereunder a greater or lesser compensation than that specified in the subsisting schedules applicable to that Service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill or an equal payment plan billing, such adjustments do not require back-billing treatment to be applied.

- 15.2 Definition** - Back-billing means the rebilling by the Service Provider for Services rendered to a Customer because the original billings are discovered to be either too high (overbilled) or too low (under-billed). The discovery may be made by either the Customer or the Service Provider. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

- (a) stopped meter
- (b) metering equipment failure
- (c) missing meter now found
- (d) switched meters
- (e) double metering
- (f) incorrect meter connections
- (g) incorrect use of any prescribed apparatus respecting the registration of a meter
- (h) incorrect meter multiplier
- (i) the application of an incorrect rate
- (j) incorrect reading of meters or data processing
- (k) tampering, fraud, theft or any other criminal act.

- 15.3 Billing Basis** - Where metering or billing errors occur, the consumption and demand will be based upon the records of the Service Provider for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Service Provider. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.

- 15.4 Tampering/Fraud** - If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Service Provider's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of the Service Provider, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of Sections 15.7 (Under-Billing) to 15.10 (Changes in Occupancy), below, do not apply.

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by the Service Provider in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by the Service Provider on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- 15.5 Remediating Problem** - In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- 15.6 Over-billing** - In every case of over-billing, the Service Provider will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Service Provider on a Monthly basis, will be paid to the Customer.
- 15.7 Under-billing** - Subject to Section 15.4 (Tampering/Fraud), above, in every case of under-billing, the Service Provider will back-bill the Customer for the shorter of
- (a) the duration of the error; or
 - (b) six Months for Residential or Commercial Service; and
 - (c) one Year for all other Customers or as set out in a special or individually negotiated contract with the Service Provider.
- 15.8 Terms of Repayment** - Subject to Section 15.4 (Tampering/Fraud), above, in all cases of under-billing, the Service Provider will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.
- 15.9 Disputed Back-bills** - Subject to Section 15.4 (Tampering/Fraud), above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, then the Service Provider will not threaten or cause the discontinuance of Service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill will be paid by the Customer and the Service Provider may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.
- 15.10 Changes in Occupancy** - Subject to Section 15.4 (Tampering/Fraud), above, back-billing in all instances where changes of occupancy have occurred, the Service Provider will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, then the applicable over or under billing will be cancelled.

16. EQUAL PAYMENT PLAN

- 16.1** The Service Provider may, at its discretion, create and administer an Equal Payment Plan in which case Sections 16.2 to 16.7 apply.

- 16.2 Definitions** - In this Section 16, “**equal payment plan**” means a plan created and administered by the Service Provider whereby Customers may average their Hydronic Energy costs over a specified period of time and “**equal payment plan period**” means a period of twelve consecutive Months commencing with a normal meter reading date at the Customer's Premises.
- 16.3 Application for Plan** - A Customer may apply to the Service Provider by mail, by telephone, by facsimile or by other electronic means to pay fixed Monthly instalments for Hydronic Energy delivered to the Customer during the equal payment plan period. Acceptance of the application will be subject to the Service Provider finding the Customer's credit to be satisfactory.
- 16.4 Monthly Instalments** – The Service Provider will fix Monthly instalments for a Customer so that the total sum of all the instalments to be paid during the equal payment plan period will equal the total amount payable for the Hydronic Energy which the Service Provider estimates the Customer will consume during the equal payment plan period.
- 16.5 Changes in Instalments** – The Service Provider may, at any time, increase or decrease the amount of Monthly instalments payable by a Customer in light of new consumption information or changes to the Rate Schedules or the General Terms and Conditions.
- 16.6 End of Plan** – Participation in the equal payment plan may be ended at any time
- (a) by the Customer giving 5 Days' notice to the Service Provider,
 - (b) by the Service Provider, without notice, if the Customer has not paid the Monthly instalments as required; or
 - (c) by the Service Provider if the Service Provider terminates the Equal Payment Plan.
- 16.7 Payment Adjustment** - At the earlier of the end of the equal payment plan period for a Customer or the end of the Customer's participation in the plan under Section 16.6 (End of Plan), the Service Provider will
- (a) compare the amount which is payable by the Customer to the Service Provider for Hydronic Energy actually consumed on the Customer's Premises from the beginning of the equal payment plan period to the sum of the Monthly instalments billed to the Customer from the beginning of the equal payment plan period, and
 - (b) pay to the Customer or credit to the Customer's account any excess amount or bill the Customer for any deficit amount payable.
- 17. LATE PAYMENT CHARGE**
- 17.1 Late Payment Charge** - If the amount due for Service or Service related Charges on any bill has not been received in full by the Service Provider or by an agent acting on behalf of the Service Provider on or before the due date specified on the bill, and the unpaid balance is \$15 or more, then the Service Provider may include in the next bill to

the Customer the late payment charge specified in the Standard Fees and Charges Schedule.

- 17.2 Equal Payment Plan** - If the Monthly instalment, Service Related Charges and payment adjustment as defined under Section 16.7 (Payment Adjustments) due from a Customer billed under the equal payment plan set out in Section 16 have not been received by the Service Provider or by an agent acting on behalf of the Service Provider on or before the due date specified on the bill, then the Service Provider may include in the next bill to the Customer the late payment charge in accordance with Section 17.1 (Late Payment Charge) on the amount due.

18. RETURNED CHEQUE CHARGE

- 18.1 Dishonoured Cheque Charge** - If a cheque received by the Service Provider from a Customer in payment of a bill is not honoured by the Customer's financial institution for any reason other than clerical error, then the Service Provider may include a charge specified in the Standard Fees and Charges Schedule in the next bill to the Customer for processing the returned cheque whether or not the Service has been disconnected.

19. DISCONTINUANCE OF SERVICE AND REFUSAL OF SERVICE

- 19.1 Discontinuance With Notice and Refusal Without Notice** – Subject to applicable federal, provincial, and local government laws, statutes, regulations, bylaws, orders and policies the Service Provider may discontinue Service to a Customer with at least 48 Hours written notice to the Customer or Customer's Premises, or may refuse Service for any of the following reasons:
- (a) the Customer has not fully paid the Service Provider's bill with respect to Services on or before the due date,
 - (b) the Customer or applicant has failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it by the specified date,
 - (c) the Customer or applicant has failed to pay the Service Provider's bill in respect of another Premises on or before the due date,
 - (d) the Customer or applicant occupies the Premises with another occupant who has failed to pay the Service Provider's bill, security deposit, or required increase in the security deposit in respect of another Premises which was occupied by that occupant and the Customer at the same time,
 - (e) the Customer or applicant is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to the Service Provider,
 - (f) the Customer has failed to apply for Service, or
 - (g) the land or portion thereof on which the Service Provider's facilities are, or are proposed to be, located contains contamination which the Service Provider, acting reasonably, determines has adversely affected or has the potential to

adversely effect the Service Provider's facilities, or the health or safety of its workers or which may cause the Service Provider to assume liability for clean up and other costs associated with the contamination. If the Service Provider, acting reasonably, determines that contamination is present it is the obligation of the occupant of the land to satisfy the Service Provider that the contamination does not have the potential to adversely affect the Service Provider or its workers. For the purposes of this Section, "contamination" means the presence in the soil, sediment or groundwater of special waste or another substance in quantities or concentrations exceeding criteria, standards or conditions established by the British Columbia Ministry of Water, Land and Air Protection or as prescribed by present and future laws, rules, regulations and orders of any other legislative body, governmental agency or duly constituted authority now or hereafter having jurisdiction over the environment.

19.2 Discontinuance or Refusal Without Notice – Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies the Service Provider may discontinue without notice or refuse the supply of Hydronic Energy or Service to a Customer for any of the following reasons:

- (a) the Customer or applicant has failed to provide reference information and identification acceptable to the Service Provider, when applying for Service or at any subsequent time on request by the Service Provider,
- (b) the Customer has defective pipe, appliances, or Hydronic Energy fittings in the Premises,
- (c) the Customer uses Hydronic Energy in such a manner as in the Service Provider's opinion:
 - (i) may lead to a dangerous situation, or
 - (ii) may cause undue or abnormal fluctuations in the temperature of Hydronic Energy in the Hydronic Energy System,
- (d) the Customer fails to make modifications or additions to the Customer's equipment which have been required by the Service Provider to prevent the danger or to control the undue or abnormal fluctuations described under paragraph (c),
- (e) the Customer breaches any of the terms and conditions upon which Service is provided to the Customer by the Service Provider,
- (f) the Customer fraudulently misrepresents to the Service Provider its use of Hydronic Energy or the volume delivered,
- (g) the Customer vacates the Premises,
- (h) the Customer's Service Agreement is terminated for any reason,
- (i) the Customer stops consuming Hydronic Energy on the Premises, or

- (j) the Customer fails to ensure that the temperature of the water returning from the Customer's Premises to the Hydronic Energy System complies with the requirements of the Service Provider.

20. LIMITATIONS ON LIABILITY

20.1 Responsibility for Delivery of Hydronic Energy – The Service Provider, its employees, contractors or agents are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused by or resulting from, directly or indirectly, any discontinuance, suspension or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver or transport Hydronic Energy, or provide Service, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or wilful misconduct of the Service Provider, its employees, contractors or agents provided, however that the Service Provider, its employees, contractors and agents are not responsible or liable for any loss of profit, loss of revenues, or other economic loss even if the loss is directly attributable to the gross negligence or wilful misconduct of the Service Provider, its employees, contractors or agents.

20.2 Responsibility Before Delivery Point - The Customer is responsible for all expense, risk and liability for:

- (a) the use or presence of Hydronic Energy before it passes the Delivery Point in the Customer's Premises, and
- (b) the Service Provider-owned facilities serving the Customer's Premises

if any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.

20.3 Responsibility After Delivery Point - The Customer is responsible for all expense, risk and liability with respect to the use or presence of Hydronic Energy after it passes the Delivery Point.

20.4 Responsibility for Heat Exchanger and Meter Set - The Customer is responsible for all expense, risk and liability with respect to all Heat Exchangers, Meter Sets or related equipment at the Customer's Premises unless any loss or damage is

- (a) directly attributable to the negligence of the Service Provider, its employees, contractors or agents, or
- (b) caused by or resulting from a defect in the equipment. The Customer must prove that negligence or defect.

For greater certainty and without limiting the generality of the foregoing, the Customer is responsible for all expense, risk and liability arising from any measures required to be taken by the Service Provider to ensure that the Heat Exchangers, Meter Sets or related equipment on the Customer's Premises are adequately protected, as well as any updates or alterations to the Service Connection(s) on the Customer's Premises

necessitated by changes to the grading or elevation of the Customer's Premises or obstructions placed on such Service Connection(s).

- 20.5 Customer Indemnification** - The Customer will indemnify and hold harmless the Service Provider, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Hydronic Energy by the Customer or the presence of Hydronic Energy in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging the Service Provider's facilities.

21. MISCELLANEOUS PROVISIONS

- 21.1 Taxes** - The rates and charges specified in the applicable Rate Schedules do not include any local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which the Service Provider may be lawfully authorized or required to add to its normal rates and charges or to collect from or charge to the Customer.
- 21.2 Conflicting Terms and Conditions** - Where anything in these General Terms and Conditions conflicts with the provisions of a bylaw adopted by the City of North Vancouver or conflicts with special terms or conditions specified under an applicable Rate Schedule or Service Agreement, then the terms or conditions specified under the bylaw or the Rate Schedule or Service Agreement govern.
- 21.3 Authority of Agents of the Service Provider** - No employee, contractor or agent of the Service Provider has authority to make any promise, agreement or representation not incorporated in these General Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on the Service Provider.
- 21.4 Additions, Alterations and Amendments** - The General Terms and Conditions, fees and charges, and Rate Schedules may be added to, cancelled, altered or amended by the Council of the City of North Vancouver from time to time.
- 21.5 Headings** - The headings of the Sections set forth in the General Terms and Conditions are for convenience of reference only and will not be considered in any interpretation of the General Terms and Conditions.

STANDARD FEES AND CHARGES SCHEDULE

Application Fee

When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections in order to determine compliance with an issued building permit, the Service Provider shall charge a fee in an amount equal to 0.15% of the construction value of the work associated with the building permit. Such fee will be due and payable at the time of building permit issuance. For the purposes of this section, “value of the work” means the construction values as determined by Construction Regulation Bylaw. *[Bylaw 8545, March 6, 2017]*

Service Connection Fee

\$82.83 per kilowatt
[Bylaw 8656, July 16, 2018]
[Bylaw 8730, October 7, 2019]

Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection *[Bylaw 8561, June 19, 2017]* which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement. *[Bylaw 8497, October 17, 2016]*

Service Disconnection Fee

At cost

Whereas provision of the service of the Hydronic Energy System requires the construction of capacity for each Customer connecting to the system, and whereas rates are established for each Customer based, in part, on recovery of such capacity costs, therefore, where a Customer is permitted to disconnect from the Hydronic Energy System, and where the Service Provider determines that such disconnection will result in additional costs to the remaining customers on the Hydronic Energy System in respect of capacity constructed for the disconnecting Customer, the Service Provider may require the disconnecting Customer to pay such costs as determined by the Service Provider.

Disputed Meter Testing Fees

If a Customer requests that a meter be tested for accuracy, the Customer shall be required to provide a deposit of \$500 to the Service Provider, which will be returned to the Customer if the meter proves inaccurate, as determined by the Service Provider. If the meter proves accurate, the Customer requesting the testing of the meter shall reimburse the Service Provider for the full cost of the testing procedure.

Meter Reading and Invoicing Fee

\$31.56 per month
[Bylaw 8656, July 16, 2018]
[Bylaw 8730, October 7, 2019]

In cases where the Service Provider reads and invoices a Customer on the basis of more than one meter on the Premises; and provided that the secondary meter or Meter Set has been fully paid and maintained by the Customer, the Customer shall be invoiced a Meter Reading and Invoicing Fee for each secondary meter or Meter Set. *[Bylaw 8321, October 7, 2013]*

Administrative Charges

Dishonoured Cheque Charge \$15

Interest on Cash Security Deposits

The Service Provider will pay interest on cash security deposits at the Service Provider's prime interest rate minus 2%. The Service Provider's prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by the Service Provider's lead bank as its "prime rate" for loans in Canadian dollars.

Late Payment Charge

The late payment charge is to be 1.5% per month (19.56% per annum). The charge is to be calculated from the date that the invoiced amount was due until payment is received. *[Bylaw 8497, October 17, 2016]*

RATE SCHEDULE – RESIDENTIAL SERVICE

The rate payable for Residential Service is a combination of a meter charge, capacity charge and a commodity charge, more particularly described in Schedule 'C' attached to "City of North Vancouver Bylaw, 2004, No. 7575", as amended from time to time.

RATE SCHEDULE – COMMERCIAL SERVICE

The rate payable for Residential Service is a combination of a meter charge, capacity charge and a commodity charge, more particularly described in Schedule 'C' attached to "City of North Vancouver Bylaw, 2004, No. 7575", as amended from time to time.

SCHEDULE “C”

FEES, RATES AND CHARGES (BYLAW NO. 8730)

The rates, fees and charges payable in respect of the Service defined in “Hydronic Energy Service Bylaw, 2004, No. 7575” are as set out below.

Except as otherwise stated, capitalized terms in this Schedule “C” shall have the meaning defined in the General Terms and Conditions of “Hydronic Energy Service Bylaw, 2004, No. 7575” attached as Schedule “B”.

Provision of Heating to Premises:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$31.56 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.3277 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$169.93 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.3277 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$31.56 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.3277 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$169.93 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.3277 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

Provision of Cooling to Premises:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.

[Bylaw 8730, October 7, 2019]

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8878

A Bylaw to amend the City of North Vancouver “Hydronic Energy Service Bylaw, 2004, No. 7575”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **“City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2021, No. 8878” (Schedule C and Other Fees)**.
2. “Hydronic Energy Service Bylaw, 2004, No. 7575” is amended as follows:
 - A. In the “Application Fee” in the “Standard Fees and Charges Schedule”, by deleting:

“When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections to determine compliance with an issued building permit, the Service Provider shall charge a fee in the amount equal to 0.15% of the construction value of the work associated with the building permit.”

and replacing it with the following:

“When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections to determine compliance with an issued building permit, the Service Provider shall charge a fee in the amount equal to 0.15% of the construction value of the work associated with the building permit with a minimum fee of \$225.00.”.
 - B. In the “Service Connection Fee” in the “Standard Fees and Charges Schedule”, by deleting “\$82.23 per kilowatt” and replacing it with “\$85.23 per kilowatt”.
 - C. In the “Meter Reading and Invoicing Fee” in the “Standard Fees and Charges Schedule”, by deleting “\$31.56 per month” and replacing it with “\$32.48 per month”.
 - D. By deleting Schedule “C” in its entirety and replacing it with the Schedule “C” attached to this bylaw.

3. This Bylaw shall be effective as of the 1st day of December, 2021.

READ a first time on the <> day of <>, 2021.

READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CITY CLERK

SCHEDULE “C” FEES, RATES AND CHARGES

The rates, fees and charges payable in respect of the Service defined in “Hydronic Energy Service Bylaw, 2004, No. 7575” are as set out below.

Except as otherwise stated, capitalized terms in this Schedule “C” shall have the meaning defined in the General Terms and Conditions of “Hydronic Energy Service Bylaw, 2004, No. 7575” attached as Schedule “B”.

PROVISION OF HEATING TO PREMISES:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2




- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

PROVISION OF COOLING TO PREMISES:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.



 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**
PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Emma Chow, Planner 2

Subject: REZONING AND OFFICIAL COMMUNITY PLAN AMENDMENT: 200-236
EAST 1ST STREET AND 207-225 EAST 2ND STREET (NORTH SHORE
NEIGHBOURHOOD HOUSE SITE)

Date: September 22, 2021 File No: 08-3400-20-0028/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

RECOMMENDATION

PURSUANT to the report of the Planner 2, dated September 22, 2021, entitled "Rezoning and Official Community Plan Amendment: 200-236 East 1st Street and 207-225 East 2nd Street (North Shore Neighbourhood House Site)":

THAT "Official Community Plan Bylaw, 2014, No.8400, Amendment Bylaw, 2020, No. 8867" (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Height) be considered and referred to a Public Hearing;

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8868" (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737) be considered and referred to a Public Hearing;

THAT "Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869" (Derek Inman Parklands Adjustment) be considered;

THAT staff be directed to initiate an Alternative Approval Process regarding "Parks Dedication Bylaw, 1972, No. 4932, Amendment Bylaw, 2021, No. 8869" (Derek Inman Parklands Adjustment); and

AND THAT Development Guidelines (Attachment 8) be approved to guide future phases of design development.

ATTACHMENTS

1. Context Map (CityDocs [2088537](#))
2. Architectural Plans, dated June 2021 (CityDocs [2062024](#))
3. Public Consultation Summary (CityDocs [2088935](#))
4. Advisory Body Resolutions (CityDocs [2097673](#))
5. "Official Community Plan Bylaw, 2014, No.8400, Amendment Bylaw, 2020, No. 8867" (CityDocs [2087778](#))
6. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8868" (CityDocs [2088083](#))
7. Park Dedication Amendment Bylaw No. 8869 (CityDocs [2087444](#))
8. Development Guidelines (CityDocs [2078206](#))

SUMMARY

The purpose of this report is to present a rezoning application for the North Shore Neighbourhood House (NSNH) site for Council consideration. Staff presents a high-level redevelopment concept in this report and recommends consideration of the bylaws for the rezoning and Official Community Plan (OCP) amendment, as well as initiation of the process for the park boundary adjustment.

The proposal consists of replacing existing civic, residential and park uses with a re-designed park and two new buildings that will house a significant amount of affordable rental housing, a respite care facility and a new NSNH facility. To facilitate this development, bylaw amendments are recommended as follows:

- OCP: to adjust location of *Parks, Recreation and Open Space* designation within the site, change *School and Institutional* designation to *Mixed Use Level 4A* designation and limit building height to 55.0 metres.
- Zoning: to change P-1, P-2 and M-4 zoning to a newly created CD zone based on LL-4 zoning and secure the following as part of the rezoning:
 - Right of Way along St. Georges Avenue
 - Development Covenant
 - Servicing Agreement
 - Community Energy Agreement
 - Heritage Conservation Strategy
- Park: to adjust location and boundary of Derek Inman Park, resulting in a net increase of dedicated park area.

Redevelopment of the site is envisaged as a "community hub" and aims to provide an attractive and accessible urban environment with integrated services and enhanced public spaces to serve the needs of the greater community. The rezoning would include a Development Covenant to ensure that subsequent development stages, including detailed design, meet the objectives for this neighbourhood hub concept.

Park boundary adjustment requires an alternative approval process, concurrent with the rezoning process as described in this report.

BACKGROUND

Applicant:	City of North Vancouver
Architect:	HCMA Architecture + Design
Official Community Plan Designation:	School and Institutional; Parks, Recreation and Open Space
Existing Zoning:	P-1 and P-2 Public Use and Assembly; M-4 Industrial-Commercial
Applicable Guidelines:	N/A

In 2019, Council directed staff to explore the feasibility of replacing the aging NSNH facility and integrating non-market housing and other non-profit components in partnership with Catalyst Community Developments Society (Catalyst), The Health and Home Care Society of BC (Care BC), and Hollyburn Family Services (Hollyburn).

In June 2020, Council directed staff to explore site planning and initiate processes for an OCP Bylaw Amendment, Zoning Bylaw Amendment, and park boundary adjustment to support the phased redevelopment of the site. These regulatory changes, including public consultation, are the subject of this report.

Proposed Site Programming

The “neighborhood hub” concept intends to offer significant synergies and a complementary mix of community uses, encompassing multiple facilities, programs and amenities, including:

- Affordable (below-market) rental housing;
- Child care and child development support programs;
- Adult day and overnight respite care facility;
- Youth and senior programs;
- Wellness and recreation activities;
- Food bank and food security programs;
- A redesigned Derek Inman Park.

Site and Operational Requirements

Key parameters for site development programming are:

- Maintain NSNH operation throughout project phasing;
- Preserve overall dedicated park area through the park boundary adjustment;
- Maximize potential for provision of approximately 260 units of new affordable housing;
- Provide an 18,000-square foot single-storey respite care facility with ground-level access, secure outdoor space, HandyDART pick-up area and patient rooms with good access to light;
- Provide a new 30,000-square foot space for NSNH, with a prominent civic presence, strong relationship to the park and dedicated outdoor daycare space with good solar access.

The affordable housing providers (Catalyst and Hollyburn) will be relying on higher-level government funding and financing tools, subject to associated requirements that may have implications on building size, construction type, as well as affordability levels.

Design and Phasing Considerations

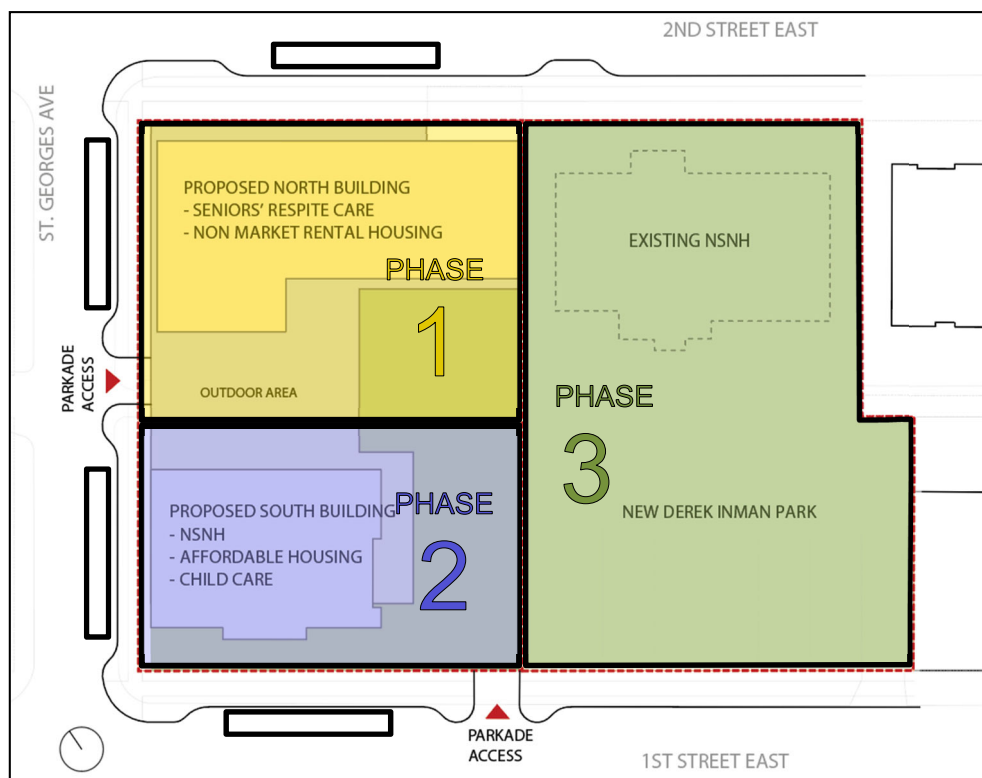
The development of the overall site is anticipated to be undertaken in three phases (see Figure 1). Site preparation works would be required in advance of commencing Phase 1.

For the first phase, located on the northwest corner of the site, affordable housing and a senior respite care facility are to be delivered. Both Catalyst and Care BC are ready to proceed to the design stage and have access to senior government funding/preferential financing. The existing NSNH would remain operational in Phase 1, with their outdoor daycare space relocated.

For the second phase, located on the southwest corner of the site, the design and delivery of a new NSNH would be City led, in coordination with NSNH as service provider. The affordable housing component is anticipated to be undertaken in partnership with Hollyburn. Hollyburn is currently in the process of securing funding prior to advancing next steps.

For the third phase, on the east side of the site, the design and delivery of a new Derek Inman Park would occur following the demolition of the existing NSNH.

Figure 1 Proposed Development Phasing



DISCUSSION

Project Description

Site Context and Existing Uses

The proposed site is approximately 8,730 square metres in area and located in Lower Lonsdale, east of St. Georges Avenue with East 2nd Street to the north and East 1st Street to the south. The site is within 400 metres of a RapidBus stop, 800 metres of the SeaBus, and in close proximity to the Lonsdale commercial corridor and employment areas of East Esplanade (Figure 1).

The predominant uses of the site and surrounding area are civic, park, apartment residential and light industrial. Existing buildings (and significant building heights) and uses of the site and its immediate surroundings are described in Table 1 below.

Figure 2 Site Context

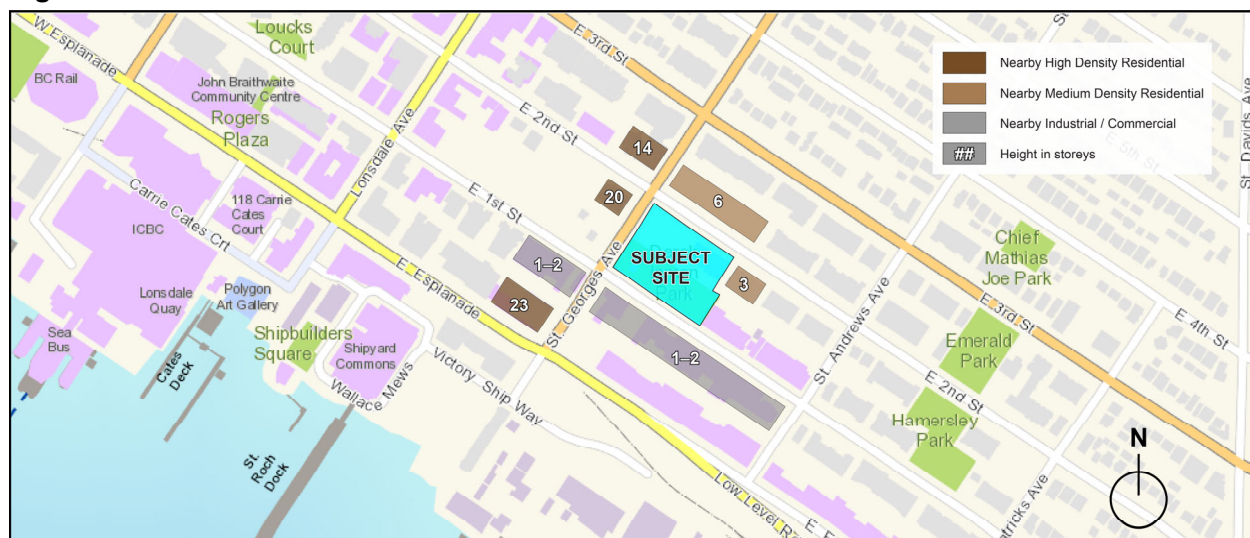


Table 1. Existing Uses

Location	Address	Description	Zoning
Phase 1 (Figure 1)	207 E 2 nd St and western portion of 225 E 2 nd St	Community gardens and outdoor child care space (NSNH)	P-1 and P-2
Phase 2 (Figure 1)	Western portion of Derek Inman Park	Community gardens, residential* and park	M-4 and P-1
Phase 3 (Figure 1)	Eastern portions of 225 E 1 st St and Derek Inman Park	NSNH facility and park (tennis courts)	P-1 and P-2
North of site	222 E 2 nd St	Rental apartment residential (6 storeys)	CD-715
East of site	245 E 2 nd St and 238-240 E 1 st St	Apartment residential and industrial (M-4)	RM-1 and M-4
South of site	86 St Georges Ave and 211-235 E 1 st St	Industrial (M-4)	CD-348, CD-387 and M-4
Southwest of site	181 E 1 st St	Industrial (M-4)	M-4

Location	Address	Description	Zoning
West of site	178 E 1 st St and 145 St Georges Ave	Vacant lot and apartment residential (20 storeys)	LL-3 an LL-5
Northwest of site	172 E 2 nd St	Retail service and apartment residential (14 storeys)	LL-5

*The Phase 2 site contains a tenanted heritage character house, the Allen Residence, which is discussed in the 'Planning Analysis' section below.

Proposal

The proposal includes:

Phase 1 – A six-storey building consisting of a senior respite care facility on the ground floor and affordable rental housing above;

Phase 2 – An 18-storey building consisting of the new NSNH facility on the first three storeys and affordable rental housing above; and

Phase 3 – A new Derek Inman Park

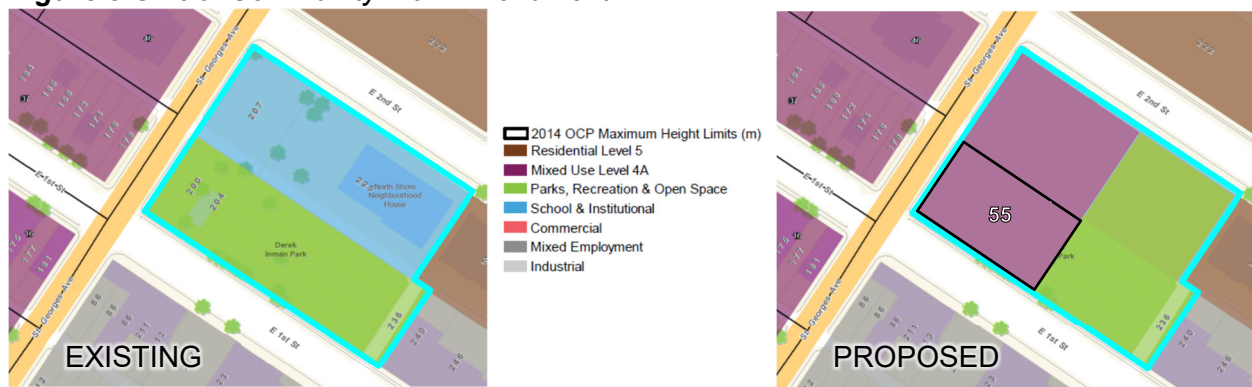
A total density of 2.8 Floor Space Ratio (FSR) for the entire site is proposed.

Policy Context

The subject site has OCP land use designations of *School and Institutional* for the northern portion and *Parks, Recreation and Open Space* for the southern portion. These designations do not have any building height limits nor allow for residential use. While most of the proposed uses conform to the OCP, an amendment is required to: 1) facilitate the proposed park boundary adjustment, 2) allow for the proposed affordable housing and 3) specify maximum building height for the proposal.

The *Mixed Use Level 4A* designation is appropriate for the Lower Lonsdale location and would facilitate the proposed combination of uses. The OCP density for this designation would allow for density up to 3.6 FSR (2.6 + 1.0 bonus). A building height limit of 55 metres is proposed for this designation to accommodate the proposed buildings.

Figure 3 Official Community Plan Amendment



PLANNING ANALYSIS

The site is at a prime location in the City's urban core, ideally situated to provide a transition from dense urban development to medium-density residential development in the outlying areas. Strategic intensification will allow efficient use of the site and further serve the community's needs.

The purpose of this application is to set a regulatory framework that would support the proposed phased redevelopment of the site. At this point, only high-level development concepts are reviewed. See below for discussion.

Overall Development Principles and Guidelines

Development of the site is guided by Council-endorsed high-level principles, which include: 1) contributing to the neighbourhood, 2) providing a distinct identity for the emerging community hub and 3) utilizing equitable, inclusive and sustainable design.

Following these guiding principles, working with the architect team and taking into consideration comments from Advisory Bodies and the public, staff have established a set of Development Guidelines (Attachment 8). Adherence to the Guidelines will be secured by a Development Covenant prior to adoption of the rezoning bylaw to ensure that subsequent development stages, including detailed design, meet the objectives for this neighbourhood hub concept.

Site Activation and Public Realm

Siting of the proposed buildings and uses emphasizes accessibility, permeability (to facilitate pedestrian circulation through the site) and street activation, while mitigating view and shadow impacts.

The new NSNH would remain the main community anchor of the site and continue to serve as a community destination. It would feature gathering nodes around the facility and adjacent the park to foster socializing, recreation and play. Visual and physical integration between the two buildings, the park and adjacent areas will be important for overall site accessibility and recognition as a community hub.

Site design aims to enhance the public realm and create a unique and welcoming NSNH identity. There will be a high degree of transparency for public-facing facades and special architectural consideration given to the entrance of the NSNH.

Building corners at East 1st Street and East 2nd Street along St. Georges Avenue will provide a prominent visual reference for the development. Building design at these corners will be enhanced to provide a sense of arrival, wayfinding elements and contribute to the public realm.

Figure 4 Site Concept (Looking Towards Lonsdale Avenue)



Building Form and Massing

The intent is that building massing and locations respect neighbouring context, where higher buildings are located to the west and lower buildings are located to the north and east.

The north quadrant features a six-storey building (up to 20.8 metres in height), which would be lower than the newly constructed six-storey building across the street along East 1st Street.

For the south quadrant, an 18-storey building (up to 55 metres in height) is proposed to house the new NSNH and affordable housing. This taller building is proposed at the down slope of the site to be compatible with adjacent towers (including a 20-storey tower) across from St. Georges Avenue and to minimize view and shadow impacts.

Solar studies have shown that the proposed siting, height and massing have minimal shadowing on adjacent buildings and the proposed Derek Inman Park.

To further limit the potential shadow impacts, staff recommend the Development Guidelines include a maximum lot coverage of 37% for the tower portion of the south building. This translates to a tower floor plate size of approximately 810 square metres.

For both buildings, the Development Guidelines call for appropriate design strategies and building articulation to break down the apparent massing, create visual interest and avoid blank walls.

The new Derek Inman Park location on the eastern half of the site will also provide a substantial buffer between the proposed buildings and the existing lower density ones to the north and east.

Overall, the proposed building heights and locations, along with park buffer, would provide an appropriate massing transition from the high-density and industrial development to the west and south to the mid-rise apartments to the north and east, and the low-density residential development several blocks further northeast of the site.

Figure 5 Conceptual Streetscape Including Entrance to North Shore Neighbourhood House



Density

The minimum programming requirements for the new NSNH and the respite care facility total about 0.6 FSR. The proposed affordable housing component that can be accommodated within the mid-rise and high-rise buildings has a total of 2.2 FSR.

The City's *Density Bonus and Community Benefits Policy*, in conjunction with the OCP, allows for up to 3.6 FSR for the proposed *Mixed Use Level 4A* designation. Section 5 of the Policy notes that Council may consider a density bonus for provision of on-site Community Amenities based on community needs, especially in unique circumstances. This proposal is a unique collaboration between the City and non-profit partners to deliver a valuable neighbourhood hub on City-owned lands. In addition to significant new non-profit housing, the hub encompasses multiple important Community Amenities, including community recreation facilities, child care facilities, civic and institutional uses and community meeting spaces.

Based on the high-level massing concepts and programming needs, a total maximum density of 2.8 FSR over the entire site is proposed, well within the 3.6 FSR allowed under the OCP *Mixed Use Level 4A* designation.

Character House

The existing house, known as the Allen Residence, is located in the southeast corner of the site (within the Phase 2 area) and is listed on the City's Heritage Register as a category 'B' building but is not designated as protected heritage property. Buildings in this category are considered to have heritage merit, but alterations do not generally require Council consideration. Built in 1905, this house has gone through several alterations over the years.

A condition assessment is underway to determine its structural integrity and feasibility for retention and relocation. Staff are also exploring opportunities to either retain it on site (i.e. another location closer to the future park) or commemorate the building through design elements in the new development. A Heritage Conservation Strategy may be required at a later stage of the development.

Existing Trees

Maintaining a mature urban tree canopy is an important public objective. For this site, an arborist report shows the majority of trees on site (88%) are of poor to moderate health. This is mostly due to asymmetric growth from limited root areas or pruning and topping for Hydro. These trees will be removed.

Five healthy trees were identified with good retention value. In particular, three firs along East 2nd Street may be kept as a group as they are located on the perimeter and appear sufficiently distanced from the proposed building site.

When healthy trees are located within the footprint of the future buildings, they may also have to be removed, however, every effort will be made to retain healthy trees where adjustment of the building design is feasible. In any event, new substantial replacement trees will be required to be planted on site, contributing to the long term health of the urban tree canopy.

Community Gardens

There are two existing community gardens located on-site: Lower Lonsdale Community Gardens in the northwest corner of the site and Charros Community Garden on the southwest corner of the site. As part of Phase 1, the Lower Lonsdale Community

Garden will be relocated to City-owned lands nearby. In coordination with Phase 2 planning, staff will continue to work with Charros Community Garden on future potential sites for relocation. Lastly, potential for new community garden space will be explored as part of Phase 3 through the design process of the new Derek Inman Park.

Derek Inman Park

The dedicated area of the existing Derek Inman Park will be preserved and added to in the redesigned park. The current dedicated area is 3,067 square metres and the proposed will be 3,974 square metres. The new park design process will involve comprehensive public participation to capture community needs and ideas. Site planning currently includes an enhanced park entrance along the East 1st Street frontage and the design will ensure accessible entry points from the streets and adjoining buildings.

To facilitate the new park, the “Parks Dedication Bylaw, 1972, No. 4392” will need to be amended to remove park dedication from the western portion of the existing park and add dedication to the eastern portion of the north adjacent lot (Figure 6). Such changes in park dedication will also involve an Alternative Approval Process (AAP) to ascertain electorate support. The AAP, as set out in the Community Charter, provides opportunity for eligible electors to express their opinion for the proposal. If less than 10% of electors are opposed, Council may adopt the amendment.

Figure 6 Park Dedication Amendment



Parking, Circulation and Access

Particular care will be given to circulation and access points to ensure they are adequately designed for all, with additional consideration for two main user groups: children and seniors.

All passenger loading areas will be located on East 1st Street or East 2nd Street to avoid traffic impacts on St. Georges Avenue. The respite care facility will require a sidewalk encroachment for an entrance canopy on East 2nd Street to meet operational requirements.

The existing lane that runs east-west through the site will need to be decommissioned. A new lane, dedicated at subdivision, will be constructed to run north-south on the lot addressed 236 East 1st Street (this property is already used for access, but is not currently dedicated lane).

The proposed housing development for Phase 1 will require a variance to reduce required parking by 40%. This variance is supported by a Transportation Study that cites two recent studies showing considerably lower vehicle ownership rates for affordable rental households and those within 800 metres of rapid transit. Staff would support this variance if a Transportation Demand Management Plan is provided in lieu of the required parking to promote and facilitate alternative modes of travel.

The respite care facility is expected to generate very low cycle mode share. Bicycle parking requirements for the respite care facility will be varied to waive provision of short-term stalls and reduce number of secure stalls to 1 stall per 250 square metres.

Off-Site Works

In addition to on-site advanced preparation works, which includes decommissioning of the existing lane (relocation of storm water, gas, electrical and telecommunications infrastructure), off-site works will be required as part of each phase. Off-site works will include scope to address traffic impacts, servicing upgrades, frontage improvements and connection to Lonsdale Energy Corporation (LEC).

Staff is seeking Council direction to secure the following as conditions of this rezoning:

- Right-of-way along St Georges Avenue to facilitate quality streetscape;
- Servicing Agreement;
- Community Energy Agreement.

STATUTORY REVIEW

The *Local Government Act* section 475(2)(b) specifies entities that may require opportunity for consultation during consideration of an OCP amendment. As part of meeting this requirement, an early referral was sent to the North Vancouver School District 44. School District 44 responded in support of the proposal, especially with respect to the strengthening of support and connections for youth and the general North Shore region.

Section 477 (3)(a) of the *Local Government Act* requires municipalities to consider whether the change would have any impact on the City's Financial Plan or Waste Management Plan. The proposed change to the OCP presents no significant impact on the City's infrastructure; therefore, no significant impact to the City's Financial Plan or Waste Management Plan are contemplated.

ADVISORY BODY INPUT

The application has been referred to five advisory bodies: Social Planning Advisory Committee (SPAC), Integrated Transportation Committee (ITC), Advisory Planning Commission (APC), Advisory Design Panel (ADP) and the Heritage Advisory Commission (HAC). All advisory bodies, except SPAC, unanimously carried resolutions in support of the application.

SPAC received the referral and discussed social planning aspects of the proposal (i.e. park relocation, community gardens, affordable housing, community services and hub concept) but did not move any resolutions.

The ITC made the following additional comment:

- The Committee suggested prioritizing the transportation needs of residents and visitors with the highest mobility needs, such as some seniors and their caregivers.

The APC recommended approval subject to:

- Consider sustainability options in all facets of development from an early stage;
- Consider long term operation viability and sustainability objectives;
- Consider how parking will shape transportation choices;
- Early input from the community is recommended; and
- Keep the spirit of the NSNH through development and recognize support in the community.

Both the ADP and the HAC look forward to seeing the progress of the project through the design stages. The HAC supports a Heritage Conservation Strategy for the Allen Residence and would like to see the NSNH redevelopment explore opportunities for retaining or commemorating the house on-site.

COMMUNITY CONSULTATION

Over the past year, a number of community engagement activities have taken place to help shape project vision and conceptual site design. Further to the staff update provided in May, additional survey results and general feedback have been received (full consultation summary in Attachment 3). To date, the project has received a total of 218 survey responses, 63 feedback emails and two petitions.

The majority of survey responses felt that the proposed design met site development principles of: 1) contributing to the neighbourhood, 2) providing a distinct identity for the

emerging community hub and 3) utilizing equitable, inclusive and sustainable design. A large number of submissions were particularly supportive of the provision of affordable housing and a central community hub of services, programs and amenities.

Top concerns, based on frequency of occurrence within comments, and staff's response to each concern are as follows:

Loss of Park Area

Concern around loss of park space was one of the key themes that emerged from engagement feedback. In particular, comments expressed concern around the loss of the tennis courts and space for relaxation and children's playground.

Staff Response

The proposal will increase dedicated park area by over 900 square metres and provide public participation opportunities to help shape a new park space that would better serve the needs of the community.

Community Gardens Relocation

The majority of comments around the gardens were about the relocation and retaining opportunities for social engagement on-site.

Staff Response

Staff have been working closely with the Lower Lonsdale Community Gardens and the North Shore Community Garden Society (Charros Community Garden) to ensure an appropriate relocation process that would relocate the gardens within Lower Lonsdale. Possibility for future community garden space on site will be explored in the design process of the new Derek Inman Park.

Building Height and OCP

The concerns around building height included impacts on views and sunlight, and setting an undesirable development precedence (i.e. height and density) for the neighbourhood. Deviation from the OCP was often cited as the reason for opposition to the building height, with a general perception that the proposal would increase maximum building height allowed in the OCP.

The two petitions were both in opposition to changing the OCP for increased height for the main reason of not wanting to set development precedence. One petition was paper with 9 signatures from Lower Lonsdale residents. The other petition was digital with over 700 signatures, mostly from North Vancouver, and some from across Canada and other countries.

Staff Response

Staff worked with project partners and architects on iterations of site planning, regulatory framework and design principles to help mitigate public concerns received and maintain positive outcomes for the community.

The proposed height is to achieve desirable levels of housing affordability and meet programming and funding requirements, while being mindful of potential neighbourly

impact. The proposed buildings were strategically sited and designed to ensure minimal change to views and shading on surrounding areas, and provide an appropriate transition to adjacent development (20- and 14-storey apartment towers and industrial uses).

With respect to OCP height limits, the current land use designations do not have any limits. The proposal includes a limit of 55 metres to facilitate cost-effective construction of affordable housing and is well within the density allowed under the proposed OCP *Mixed Use Level 4A* designation.

Alternative Height Option for Phase 2

Overall, staff recommend that Council proceed with bylaw amendments as outlined in this report as significant efforts have been undertaken to mitigate potential neighbourly impact. However, staff have also explored a lower-height development scenario for Phase 2. In this scenario, a nine-storey affordable housing portion would sit on top of the proposed three-storey NSNH facility, for a total of 12 storeys. This is a significant compromise on the delivery of affordable housing.

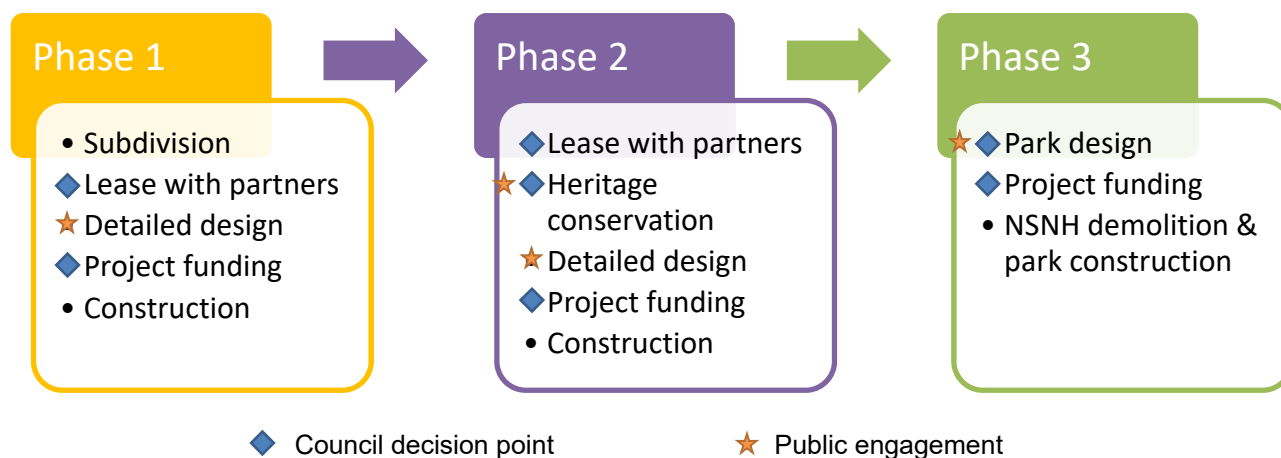
A 12-storey alternative would reduce number of units by an estimated 40% and considerably increase construction cost per square foot. Also, a shorter building will likely require a larger floorplate that may cover part or all of the child care outdoor space, and may have more impact on views and shading. Consequently, this option would require that the limit on floorplate area be reviewed and increased.

Should Council wish to explore this alternate option, the following resolution is in order:

THAT staff proceed with processing a rezoning and Official Community Plan amendment for the North Shore Neighbourhood House Site with consideration of a maximum of 12-storey development for Phase 2 (NSNH and affordable housing), for a total of 38 metres.

NEXT STEPS

If Council proceeds with the proposed bylaw amendments, Council decision points and further public engagement will be required throughout subsequent development steps:



The proposed Development Covenant for this rezoning will require completion of the following before issuance of a Building Permit:

- Subdivision to acquire lane dedication and facilitate lease agreements with non-profit partners;
- Housing Agreement/Section 219 Covenant;
- Submission of designs and plans for approval in accordance with Development Guidelines.

SUSTAINABILITY COMMENTS

The City will demonstrate leadership in environmental stewardship and sustainable building. The NSNH development is committed to incorporating high quality green building and infrastructure, including use of the LEC district energy system. Partners will be strongly encouraged to augment energy performance beyond Step 3. The Development Guidelines are in alignment with the OCP's Sustainable City Framework, prioritizing green spaces, heritage values, green building and infrastructure, active transportation, energy efficiency and housing affordability and diversity.

FINANCIAL IMPLICATIONS

Should the project phases advance, the City as the owner of the land, and as a development partner, will have financial interests to consider, including the cost of advanced site preparation works (decommissioning the existing east-west lane) as well as redevelopment costs related to NSNH and Derek Inman Park. With advancement and future detailing of each phase, staff will report back to Council with any lease negotiations and anticipated costs to be borne by partners and/or by the City.

It should be noted that the rezoning is to facilitate the project to proceed. However, in no way does the rezoning obligate Council to proceed with the proposed development or fetter Council's decisions regarding lease negotiations.

INTER-DEPARTMENTAL IMPLICATIONS

The multi-faceted NSNH project incorporates staff input from Planning & Development, Strategic & Corporate Services, Engineering, Parks & Environment, Finance and the City Solicitor.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The NSNH site redevelopment proposal directly addresses priorities of the *2018-22 Council Strategic Plan*, especially those related to 'A City for People' and 'A Liveable City'. These priorities call for increasing number of below market and rental housing units, improving access to child care, more residents with safe and convenient access to transit and active transportation infrastructure, and supporting transition to LEC. Also in reference to these strategic priorities, the proposal is in alignment with the preliminary


vision and goals of the upcoming *Community Wellbeing Strategy*, *Environment Strategy* and *Mobility Strategy*.

The proposal is supported by OCP housing and community wellbeing objectives (1.5.2, 1.5.5, 1.5.7, 3.1.6) to meet identified housing needs and assist organizations that provide community supports. The proposal also addresses a number of objectives and actions for the *Housing Action Plan*, including collaboration with non-profit partners to deliver new non-profit housing on City-owned lands.

CONCLUSION

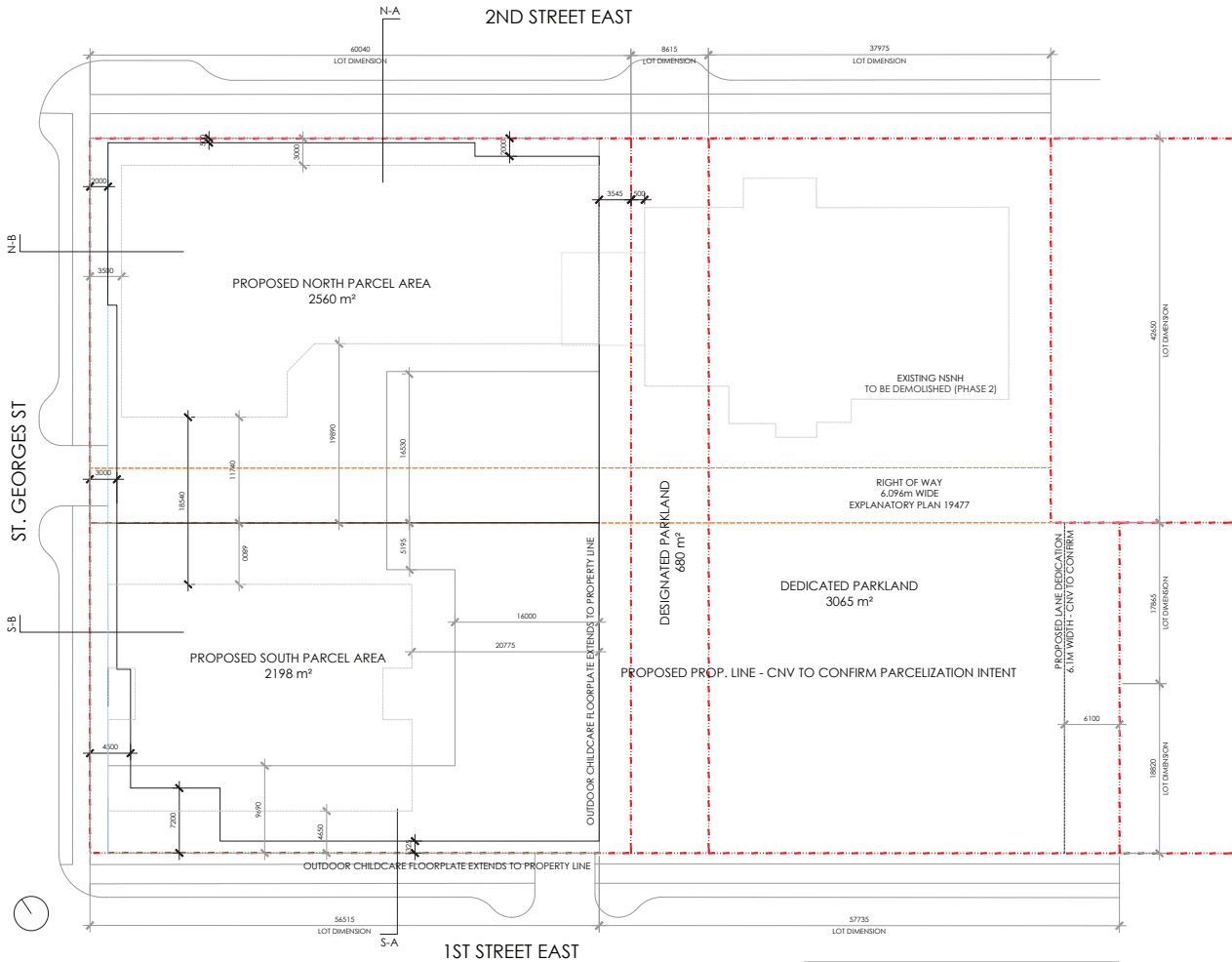
The proposal will provide delivery of a significant amount of affordable housing, a respite care facility, the replacement of the NSNH facility delivering child care and other important community services and programs, as well as a new Derek Inman Park. The proposed regulatory changes will provide the framework needed to ensure development proceeds in alignment with community goals, incorporating further public engagement, to create a distinctive neighbourhood hub that benefits generations to come.

RESPECTFULLY SUBMITTED:



Emma Chow
Planner 2

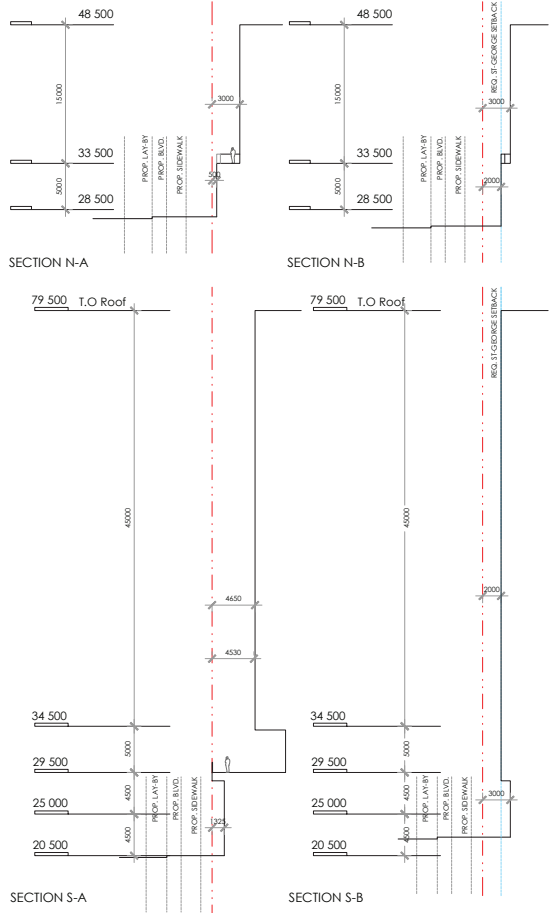




SETBACK PLANS
SCALE: 1:250

LEGEND		Linetype
REQUIRED SETBACKS*		
East 1st Street	0.0 m	-
East 2nd Street	0.0 m	-
Saint-George Street	2.0 m	---
Streetwall Setbacks	CNV TO CONFIRM	-
Yard	0.0 m	-
Park	0.0 m	-
Building outline at grade**		=====
Building outline at 29.5m		-----
Building outline at 33.5m	
Right of Way		- - - - -
Legal Boundaries		==+==+==

* CNV to confirm
** Outline of building above sloped grade. Includes vehicle access ramp & ramp retaining wall



STREETWALL SECTIONS
SCALE: 1:250

DESCRIPTION DATE

**North Shore
Neighbourhood
House Test-fits**

225 2nd St E
North Vancouver

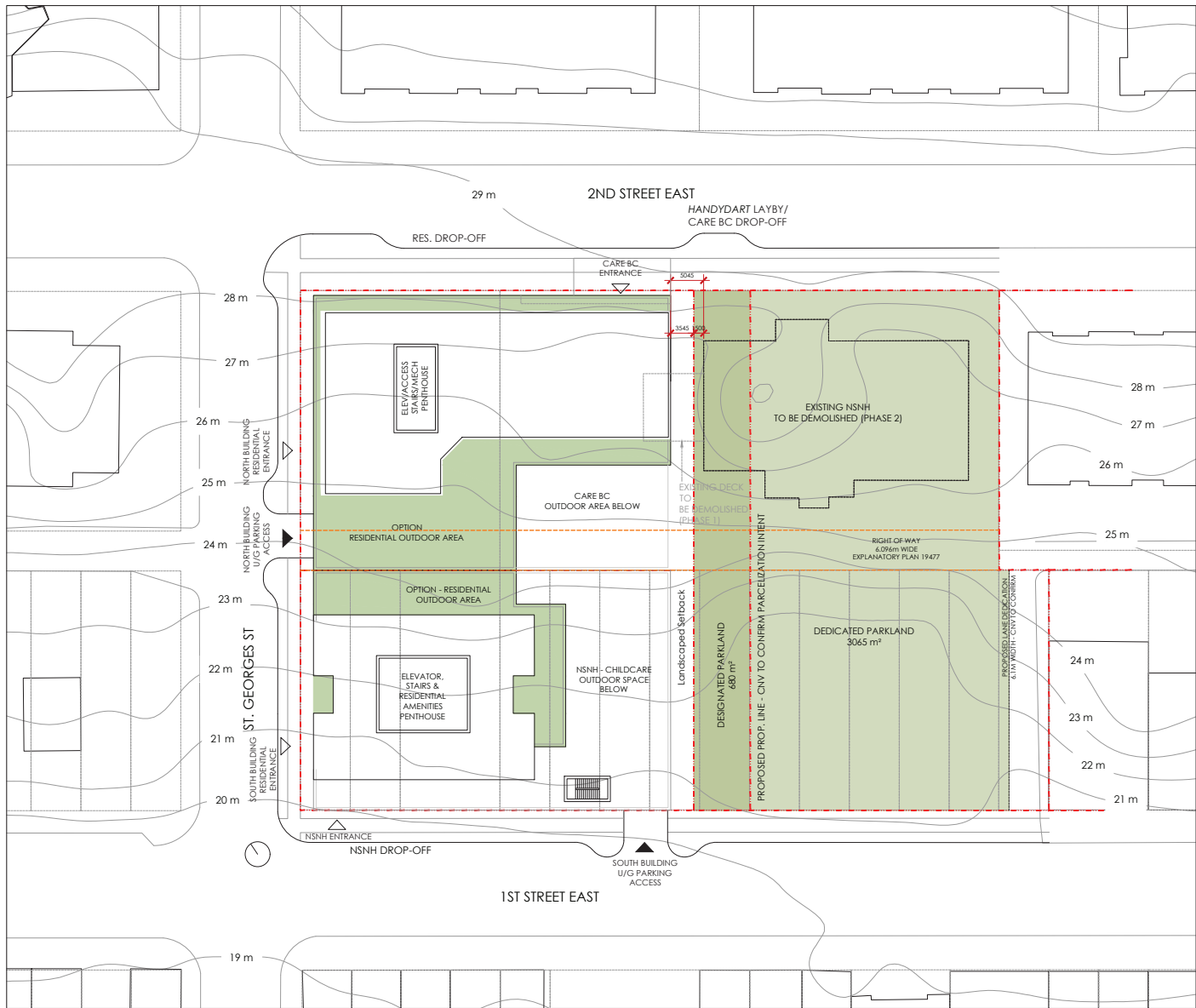
PROJECT #: 19062

For Reference Only
**SETBACKS
PLAN**

**Saint-George
Entrance Scheme**

ASK00

SCALE: INDICATED



SITE PLAN
SCALE: 1:300

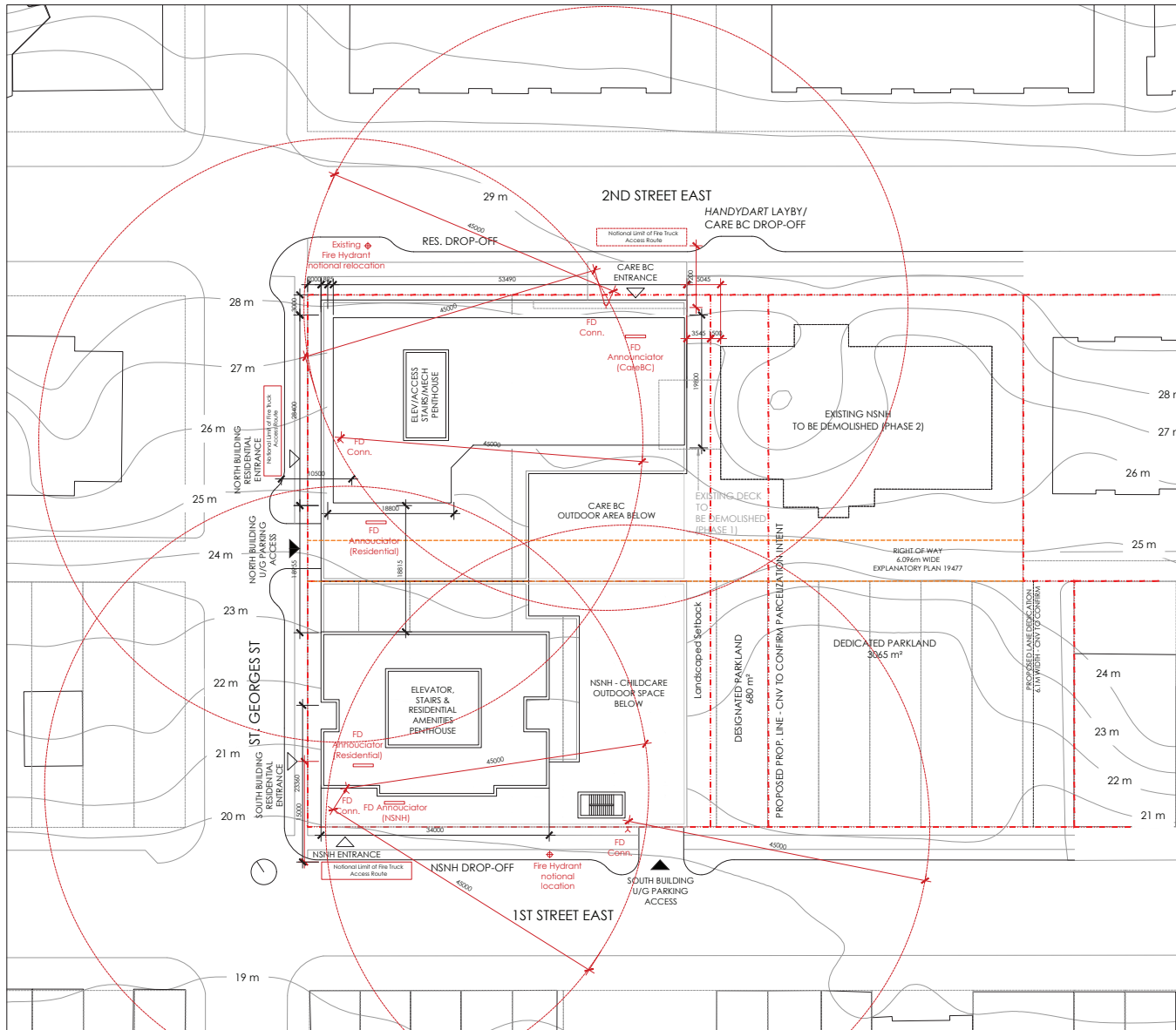
BUILDING STATISTICS
(PER FLOOR GFA NEXT PAGE)

North Building	
Height : ± 20.8m (from 2nd East St.)	
1 Storey Care BC	
5 Storeys Affordable Housing Units	
Care BC: 18 Residential Care Bed	
Housing : 89 units	
10x Studio (11%)	
50x 1 BD RM (56%)	
14x 2 BD RM (16%)	
15x 3 BD RM (17%)	
GFA (building total)*	8176 m²
Care BC	1796 m²
Shared	139 m²
Residential	6241 m²
Residential per Floor plate	86%
Net/Gross Efficiency :	
Total units net/Total res. gross	5200/6241 = 83.3

South Building	
Height : ± 59.0m (from 1st East St.)	
3 Storeys NSNH + Childcare	
15 Storeys Affordable Housing	
Units	
Housing : 179 units	
120x 1 BD RM (67%)	
45x 2 BD RM (25%)	
14x 3 BD RM (8%)	
GFA (building total)*	14 845 m²
NSNH + Childcare	3096 m²
Residential	11749 m²
Residential per Floor plate	87%
Net/Gross Efficiency :	
Total units net/Total res. gross	10159/11749 = 86.4

Site-wide FSR	
Total GFA*	23 021 m²
Site Area**	8 728 m²
FSR	2.63

* All areas approximate. Preliminary Exclusions list per CNV Zoning Bylaw 6700 - further review required to determine detailed list of exclusions.
** inc. north & south lot + all dedications (lane dedication, park dedication, park designation)



FIRE RESPONSE PLAN
SCALE: 1:300

BUILDING GFA PER FLOOR*

PRELIMINARY AREAS - Lower Parking level			
North Building		South Building (parkade)	
GFA (total)	-	GFA (total)	56 m²
		Elev.Stairs shafts	56 m²
PRELIMINARY AREAS - Upper Parking level			
North Building		South Building	
GFA (total)	-	GFA (total)	56 m²
		Elev.Stairs	56 m²
PRELIMINARY AREAS - NSNH Ground Floor			
North Building		South Building	
GFA (total)	85 m²	GFA (total)	1222 m²
Shared	35 m²	NSNH	1032 m²
Residential	50 m²	Residential	190 m²
PRELIMINARY AREAS - NSNH Ground Floor			
North Building		South Building	
GFA	211 m²	GFA (total)	1198 m²
Shared area	37 m²	NSNH	1131 m²
Residential	174 m²	Residential	67 m²
AREAS - Care BC & Childcare level			
North Building		South Building	
GFA (total)	1935 m²	GFA (total)	1000 m²
AREAS - Towers levels			
North Building		South Building	
GFA (total all floors)	5945 m²	GFA (total all floors)	11 749 m²
(5x typical res floor - 1x amenity room)		(15x typical res floor-1 amenity room)	
GFA (per typ. floor)	1203 m²	GFA (per typ. floor)	789 m²

* All areas approximate. Preliminary Exclusions list per CNV Zoning Bylaw 6700 - further review required to determine detailed list of exclusions.

HCM



DESCRIPTION DATE

North Shore
Neighbourhood
House Test-fits

225 2nd St E
North Vancouver

PROJECT # 19062

For Reference Only
Fire Response
plan

Saint-George
Entrance Scheme

ASKFR

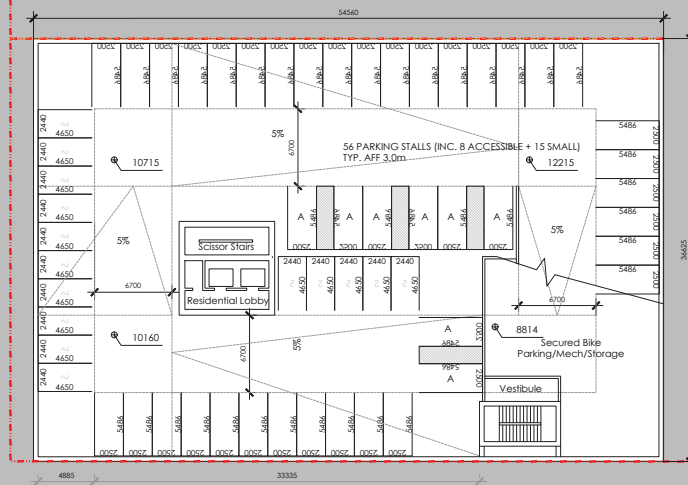
SCALE: Indicated

UNDERGROUND AREA

UNDERGROUND AREA

RIGHT OF WAY
6.096m WIDE
EXPLANATORY PLAN 19477

PROPOSED LANE DEDICATION
6.1M WIDTH - CNV TO CONFIRM



PRELIMINARY AREAS - Lower Parking level	
North Building	South Building (parkade)
GFA (total)	GFA (total)
	Blev. Stairs shafts
	Excl. from GFA (total)*
	Parkade
	Basement Lobby
	Bike Parking/Mech/Elec
	Unexcavated

PARKING REQUIREMENT

North Building
CARE BC
Vehicle Parking : 8-12 Stalls (inc. 1 acc.)
Bike Parking : TBD (Pending Staffing req.)
Housing
Vehicle Parking : 0.4 Stalls/Unit, inc visitor
0.4 x 89 = 36 Stalls (inc 4 acc.)
Bike Parking : 1.5 Bikes/Unit = 134 secure bike parking
LOADING (PER CNV ZONING BY-LAW):
(1) 9' x 30' x 13.75' space/15,000sq gfa of commercial, civic or industrial use*
CARE BC (19,335 SF): 2 loading spaces
HOUSING: 0 - Zoning does not require loading spaces; assume shared-use with care bc

NORTH BUILDING PROVISIONS

Vehicle Parking : 46 stalls (inc. 8 accessible)
Loading : 2 designations

South Building
NSNH + CHILDCARE
Vehicle Parking : 25 Stalls
Bike Parking : 1/250 m² = 12 secure bike stalls
Housing
Vehicle Parking : 0.4 Stalls/Unit, inc visitor
0.4 x 179 = 72 Stalls (inc 8 acc.)
Bike Parking : 1.5 Bikes/Unit = 270 secure bike parking
LOADING (PER CNV ZONING BY-LAW):
(1) 9' x 30' x 13.75' space/15,000sq gfa of commercial, civic or industrial use*
NSNH + CHILDCARE (33,325 SF): 3 loading spaces*
HOUSING: 0 - Zoning does not require loading spaces; assume shared-use with care bc
*CNV to confirm req. & location shown is acceptable

SOUTH BUILDING PROVISIONS

Vehicle Parking : 97 stalls (inc. 10 acc. + 21smL)
Loading : 2 designations

DESCRIPTION DATE

North Shore
Neighbourhood
House Test-fits

225 2nd St E
North Vancouver

PROJECT #: 19062

For Reference Only
Lowest Parking
Level Plan

Saint-George
Entrance scheme

ASK1B

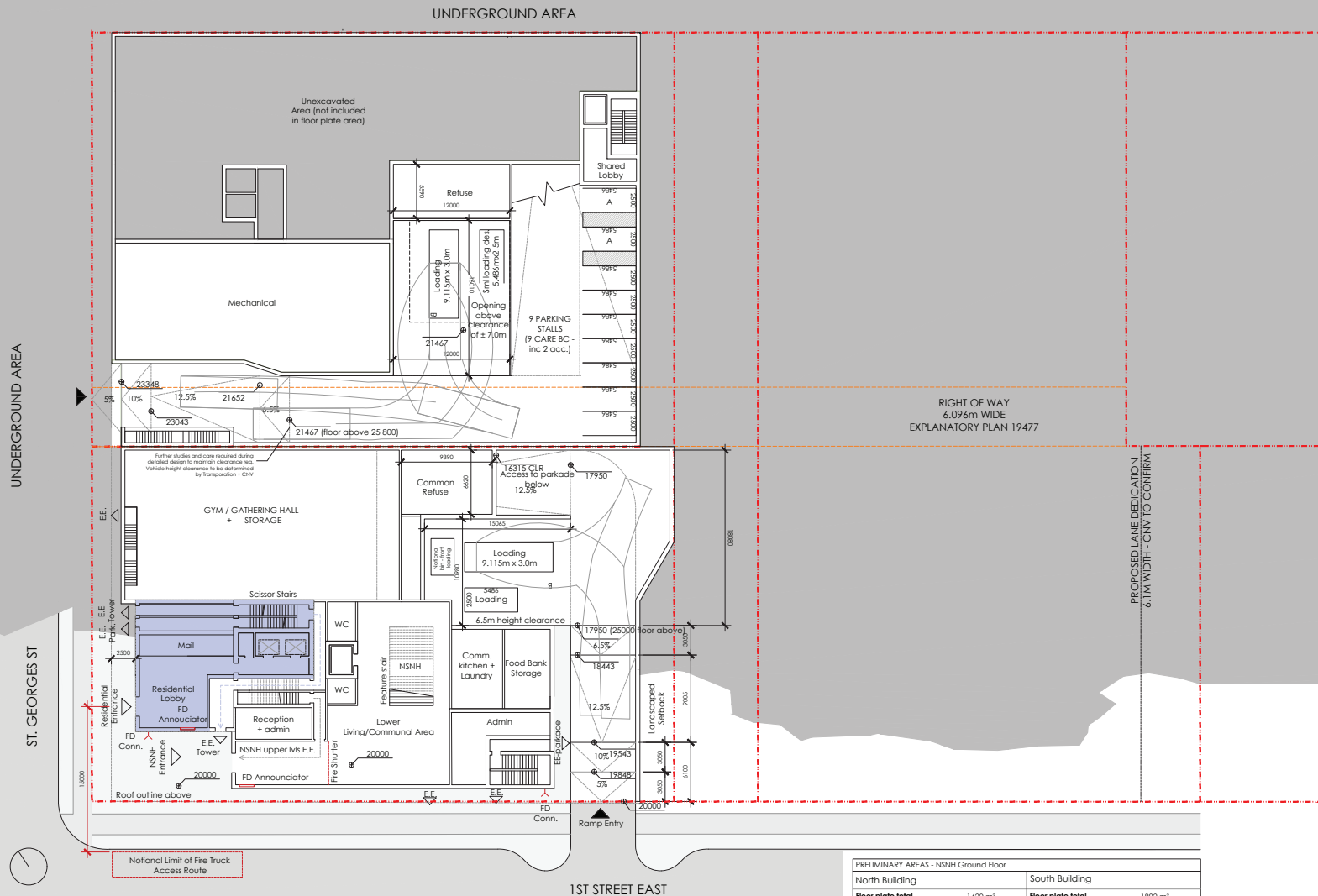
SCALE: 1:200

RIGHT OF WAY
6.096m WIDE
EXPLANATORY PLAN 19477

PROPOSED LANE DEDICATION
6.1M WIDTH - CNV TO CONFIRM

PRELIMINARY AREAS - Upper Parking level		
North Building		South Building
GFA (total)	-	GFA (total) 56 m²
		Elev. Stairs 56 m²
		Excl. from GFA (total)* 1939 m²
		Parkade 1916 m²
		Basement Lobby 23 m²

* Preliminary Exclusions list per CNV Zoning Bylaw 6700 - further review required to determine detailed list of exclusions.



PRELIMINARY AREAS - NSNH Ground Floor			
North Building		South Building	
Floor plate total	1420 m²	Floor plate total	1892 m²
GFA (total)	85 m²	GFA (total)	1222 m²
Shared	35 m²	NSNH	1032 m²
Residential	50 m²	Residential	190 m²
Excl. from GFA (total)*	942 m²	Excl. from GFA (total)*	569 m²
Parkade	647 m²	Parkade access	255 m²
Basement Lobby/Storage	60 m²	Refuse	65 m²
Loading & Refuse	235 m²	Loading	350 m²
Mech	393 m²		

* Preliminary Exclusions list per CNV zoning Bylaw s700 - further review required to determine detailed list of exclusions

DESCRIPTION DATE

**North Shore
Neighbourhood
House Test-fits**

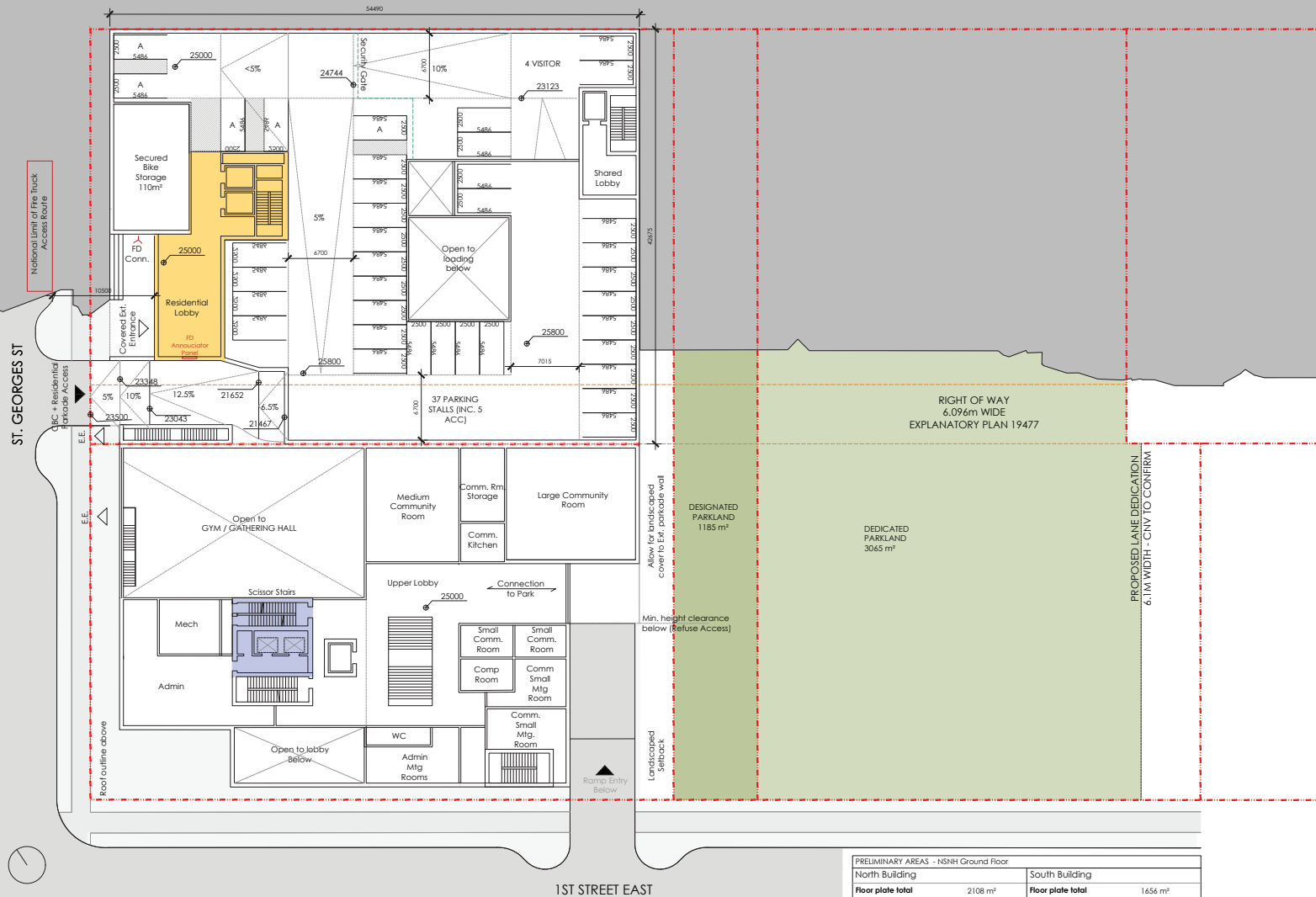
225 2nd St E
North Vancouver

PROJECT #: 19062

For Reference Only
**NSNH - Ground
Floor plan**

ASK3B

SCALE: 1:200



PRELIMINARY AREAS - NSNH Ground Floor			
North Building		South Building	
Floor plate total	2108 m²	Floor plate total	1654 m²
GFA (total incl. option)	211 m²	GFA (total)	1198 m²
Shared area	37 m²	NSNH Residential	1131 m²
Residential	174 m²		67 m²
Excl. from GFA (total)*	1897 m²	Excl. from GFA (total)*	458 m²
Parkade	1650 m²	Open to below area**	458 m²
Loading + Refuse	178 m²		
Storage/Bike Storage/Mech	69 m²		

* Preliminary Exclusions list per CNV Zoning Bylaw 4700 - further review required to determine detailed list of exclusions

DESCRIPTION DATE

North Shore
Neighbourhood
House Test-fits

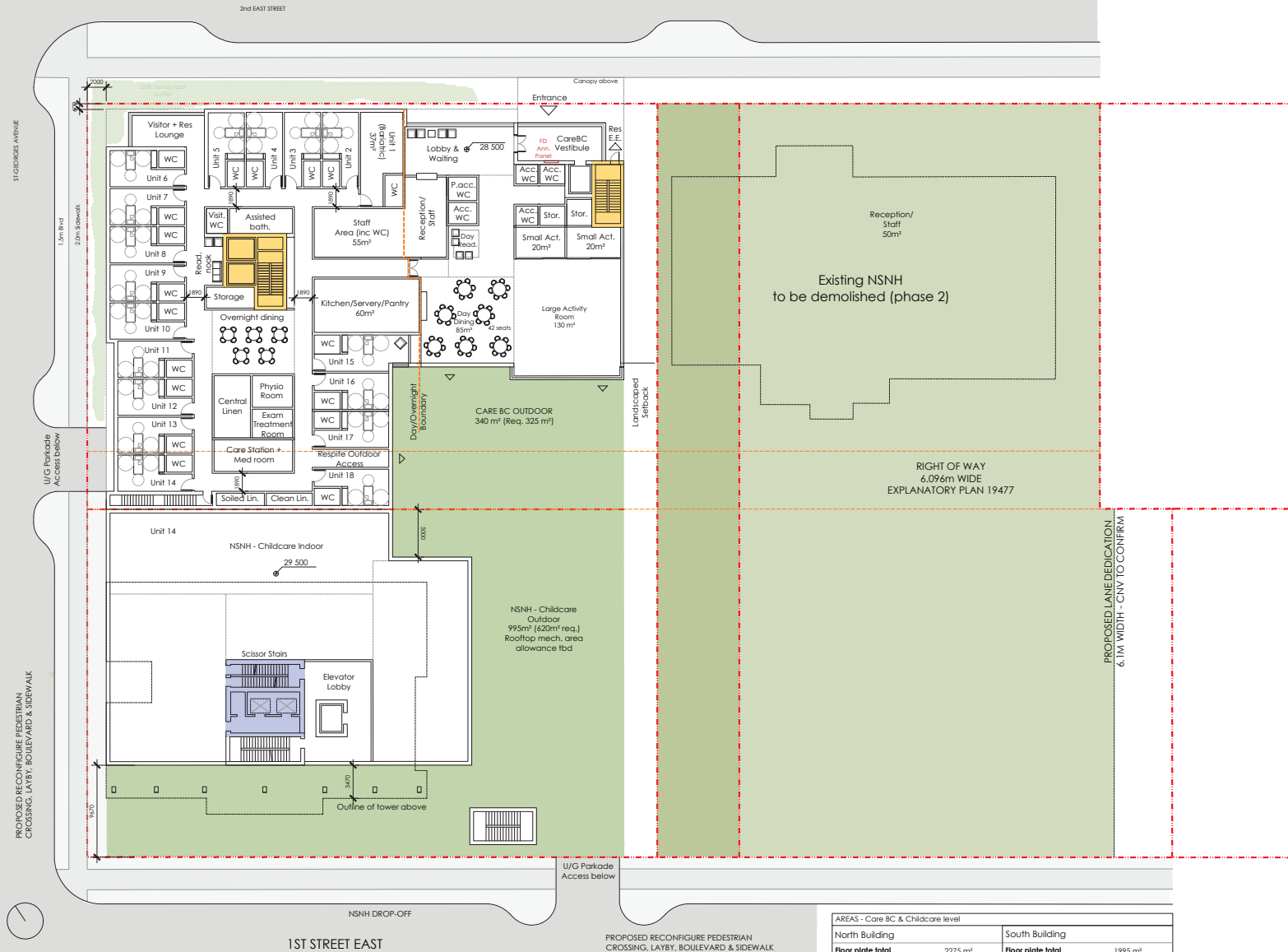
225 2nd St E
North Vancouver

PROJECT # 19062

For Reference Only
CBC - Parking
Plan
NSNH - Upper
Floor plan

ASK4B

SCALE: 1:200



AREAS - Care BC & Childcare level			
North Building		South Building	
Floor plate total	2275 m²	Floor plate total	1995 m²
GFA (total)	1935 m²	GFA (total)	1000 m²
Care BC	1796 m²	Childcare	933 m²
Residential	72 m²	Residential	67 m²
Shared Areas	67 m²		
Excl. from GFA (total)*	340 m²	Excl. from GFA (total)*	995 m²
Outdoor area	340 m²	Outdoor area	995 m²

* Preliminary Exclusions list per CMV zoning bylaw 6700 - further review required to determine detailed list of exclusions
 ** Room areas shown on plans are approximated for indicative purposes

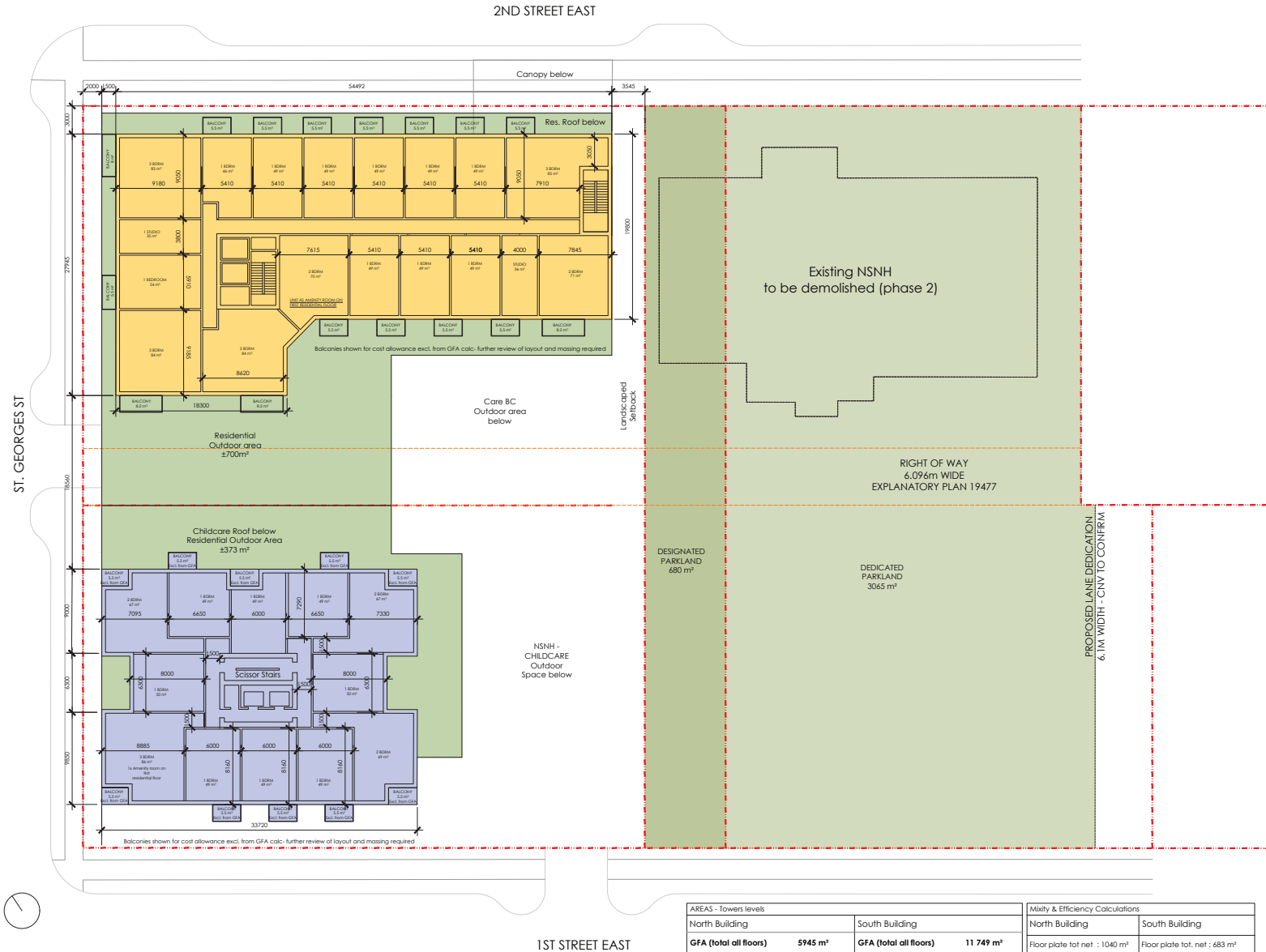
#	DESCRIPTION	DATE
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North Shore Neighbourhood House Test-fits

225 2nd St E
North Vancouver

PROJECT #: 19062

For Reference Only
CBC - Main Floorplan
NSNH - Childcare plan



AREAS - Towers levels		Mixity & Efficiency Calculations	
North Building	South Building	North Building	South Building
GFA (total all floors) 5945 m² <small>(1x typical res floor - 1x amenity room)</small>	GFA (total all floors) 11 749 m² <small>(11x typical res floor - 1x amenity room)</small>	Floor plate tot. net : 1040 m² Floor plate GFA : 1203 m² Efficiency : 86%	Floor plate tot. net : 683 m² Floor plate GFA : 789 m² Efficiency : 87%
GFA (per typ. floor) 1203 m²	GFA (per typ. floor) 789 m²		
Excl. from GFA (total)* 850 m²	Excl. from GFA (total)* 509 m²		
Outdoor area 700 m²	Outdoor area 373 m²	10x Studio (11%)	120x 1 BDRM (67%)
Amenity room (1st res. lvl.) 150 m²	Amenity room (1st res. lvl.) 86 m²	50x 1 BDRM (56%)	45x 2 BDRM (25%)
Balconies 100 m²	Balconies 50 m²	14x 2 BDRM (16%)	14x 3 BDRM (8%)
		15x 3 BDRM (17%)	

* Preliminary Exclusions for per CNV zoning Bylaw 6700 - further review required to determine detailed list of exclusions

DESCRIPTION DATE

**North Shore
Neighbourhood
House Test-fits**

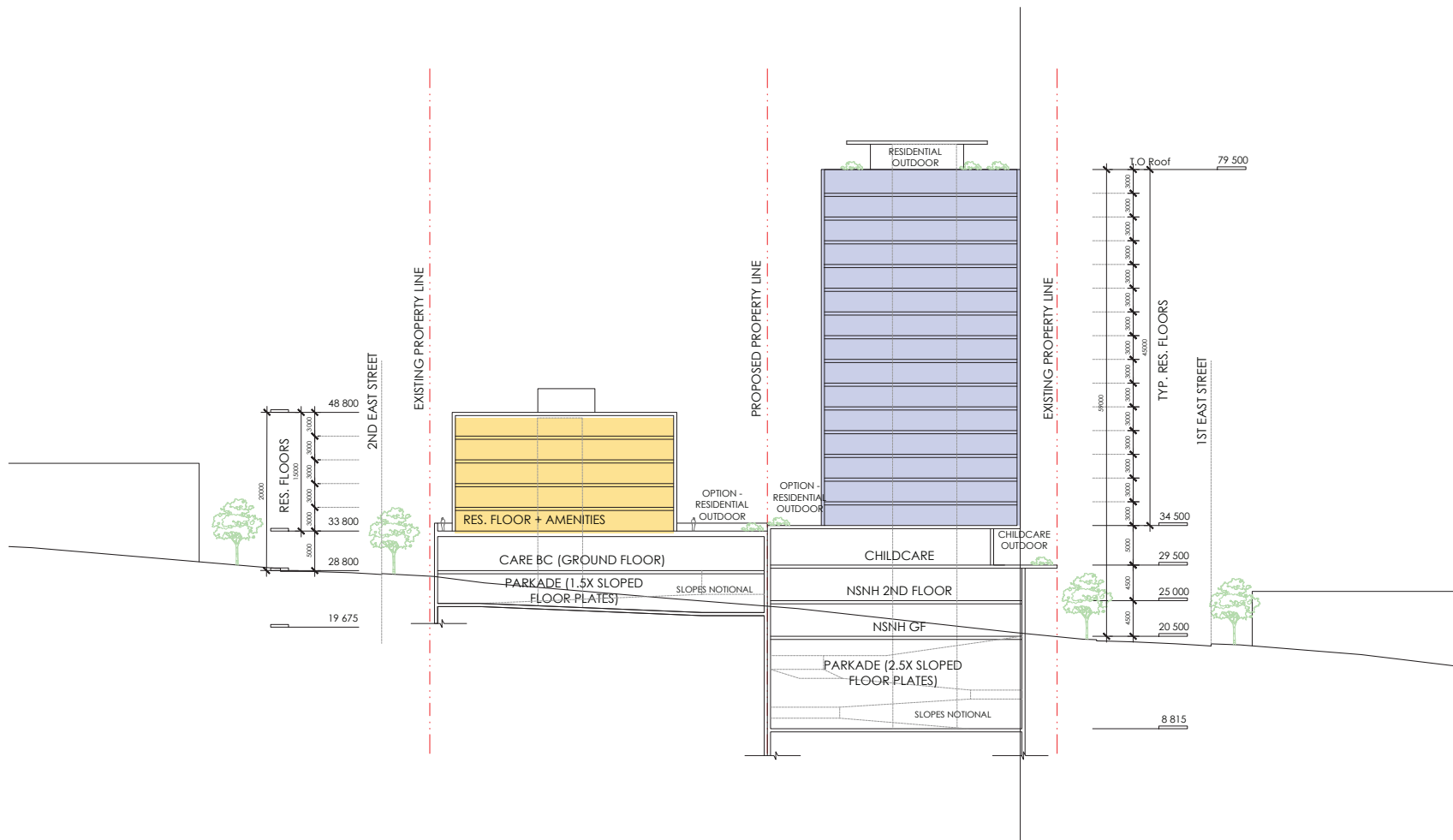
225 2nd St E
North Vancouver

PROJECT # 19062

For Reference Only
**Residential
Towers Plan**

ASK6B

SCALE: 1:200



DESCRIPTION DATE

North Shore Neighbourhood House Test-fits

225 2nd St E
North Vancouver

PROJECT #: 19062

For Reference Only
North-South
Section

Saint-George
Entrance Scheme

ASK7B

SCALE: 1:250



West Elevation - St-Georges Avenue
1:500



West Elevation - St-Georges Avenue
1:500



South Elevation - 1st East
1:500

*Elevations for reference only. Generated from massing model - minor discrepancies may occur between plan drawings & massing model due to the nature of those digital drawings. Drawings to scale.



#	DESCRIPTION	DATE
1	North Shore Neighbourhood House Test-fits	225 2nd St E North Vancouver
2	For Reference Only Schematic Street Elevations	

**North Shore
Neighbourhood
House Test-fits**

225 2nd St E
North Vancouver

PROJECT # 19062

For Reference Only
**Schematic
Street
Elevations**

ASK8B

SCALE: 1:500



NE Street View - 2nd East St



SW Street Corner View - St-George ave & 1st East St

#	DESCRIPTION	DATE
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North Shore Neighbourhood House Test-fits

225 2nd St E
North Vancouver

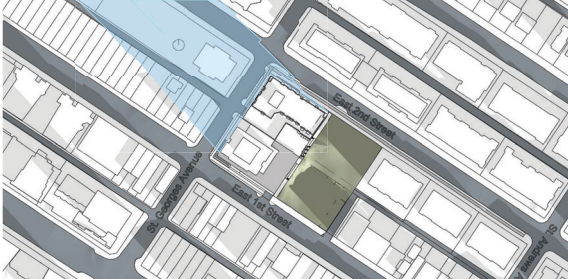
PROJECT #: 19062

For Reference Only
Schematic
Massing -
Perspective
views

ASK8B

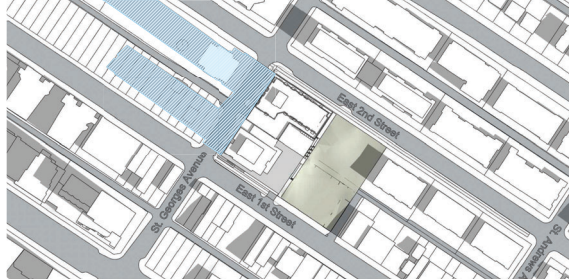
SCALE: NTS

Winter Solstice - December 21st



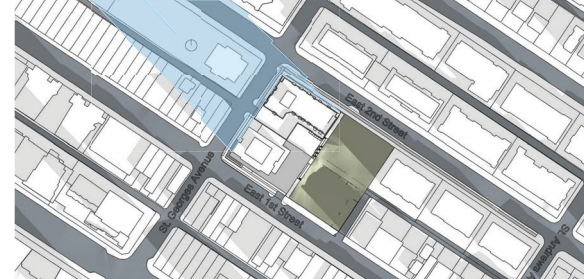
9:00am

Equinox - September 21st

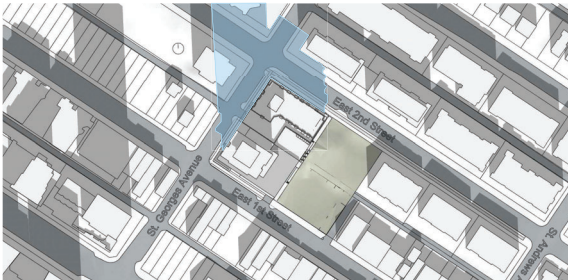


9:00am

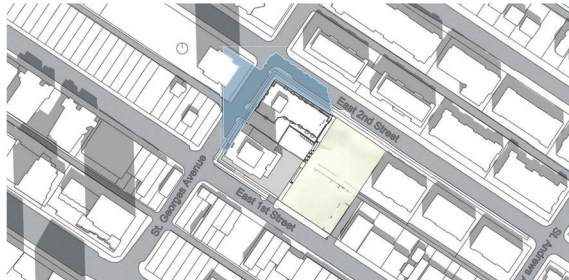
Summer Solstice - June 21st



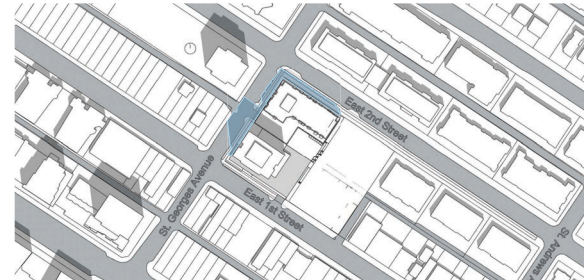
9:00am



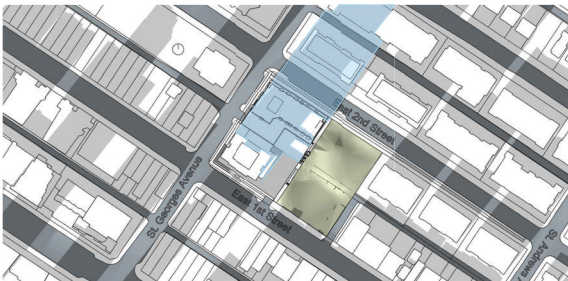
12:00pm



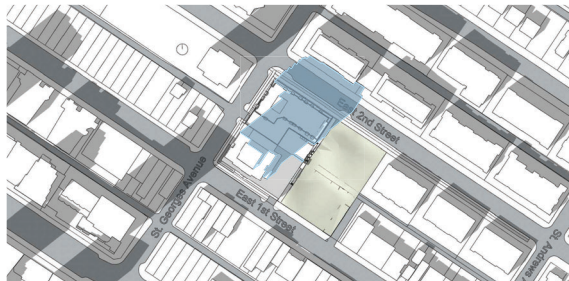
12:00pm



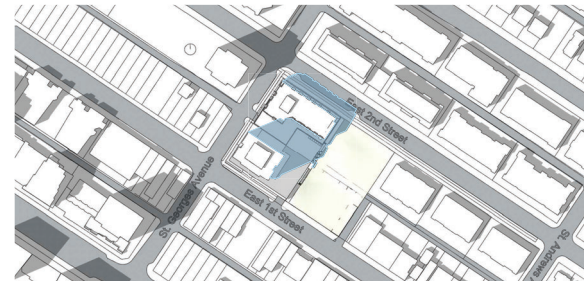
12:00pm



3:00pm



3:00pm



3:00pm



DESCRIPTION DATE

North Shore
Neighbourhood
House Test-fits

225 2nd St E
North Vancouver

PROJECT #: 19062

For Reference Only
Solar Studies

ASK8B

SCALE: NTS



**PLANNING & DEVELOPMENT DEPARTMENT
PLANNING**

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North Shore Neighbourhood House Site Redevelopment

Preliminary Engagement - Public Consultation Summary Report

Background:

Public consultation survey responses for the North Shore Neighbourhood House (NSNH) Site Redevelopment concept closed on June 11th, 2021. Over 200 survey responses were received, in addition to 60+ emails received prior to (and after) the survey window closed. This report will summarize the key themes that emerged from the survey data, as well as the email feedback staff have received.

Methodology & Overview of Key Themes:

As part of the approach to analyzing the survey and email feedback received, the NSNH team established 14 preliminary themes based on prior consultation and feedback, that would capture the community's most prevalent concerns in response to the initial design concept. These themes are as follows:

1. Height of proposed tower(s)
2. Impact to views
3. Loss/relocation of community gardens
4. Deviation from the Official Community Plan (OCP)
5. Inadequate parking and traffic congestion
6. Straying from the neighbourhood character
7. Setting the development precedence
8. Densification of site
9. Loss of park space and amenities
10. Impacts to property values
11. Loss of trees on site
12. Loss of the heritage house
13. Pedestrian and general safety
14. Negative impact of below-market housing

In addition to these pre-established themes, a few others emerged through the survey responses regarding:

- Shadows and loss of sunlight on the park
- Site selection, and potential to utilize nearby City-owned lands such as the 100s block along East 1st Street
- Skepticism raised around the proposed idea of 'affordability', and in particular, what 'affordable' means, who qualifies, and if the design concept as a whole could actually achieve the goal of providing affordable units.

In addition to the above themes, the City also received a large number of responses in general support, (roughly a quarter of the survey responses) which included support in regards to:

- Provision of affordable housing
- Benefits of a central community 'hub'
- Programming of the park and amenities
- The City's collaboration with non-profit organizations
- Site and/or building design
- Height of the proposed tower(s)

Public Consultation Statistical Breakdown:

The City received 218 survey responses and more than 60 emails as of the survey closing date.

In follow up to the City's Virtual Information Session presentation on May 13th, 2021; (see Virtual Information Session Presentation; City Docs #2088678), the online survey asked community members to answer whether or not the initial site concept was able to achieve the three Site Development Principals established by the NSNH team:

1. *Contributing to the neighbourhood*
2. *A distinct identity for the emerging community hub*
3. *Equitable, inclusive and sustainable design*

A breakdown of the 218 survey responses to these questions are as follows:

Q1: Have we achieved our first site principle?

- Yes: 57.3% (122 responses)
- No: 42.7% (91 responses)
- *5 skipped responses*

Q2: Have we achieved our second site principle?

- Yes: 57.1% (117 responses)
- No: 42.9% (88 responses)
- *13 skipped responses*

Q3: Have we achieved our third site principle?

- Yes: 59.1% (117 responses)
- No: 40.9% (81 responses)
- *20 skipped responses*

Q4: We will be redesigning Derek Inman Park as part of this project. What types of activities do you currently enjoy there? (Check all that apply)

- Relaxation: 126
- Playground: 75
- Picnic: 71
- Gardening: 69
- Tennis Courts: 63

- Other: 36
- 40 skipped responses

Despite the majority of comments objecting the design, based off the above survey polls at least, there appears to be a general recognition that this proposed concept was able to achieve the above site principles. See attached NSNH Site – Survey Summary Report (City Docs #2088684) for the Communications team’s full survey report, which includes additional information regarding the above data, as well as webpage and social media statistics. This data includes information confirming that – as expected – the majority of survey respondents are residents of the City or District of North Vancouver (as per page 2 of NSNH Site – Survey Summary Report; City Docs #2088684).

In addition to the four survey questions, the survey also included additional sections for community members to elaborate further on these site principles, as well as the future programming for the new Derek Inman Park. As expected, the body of written feedback received was substantial, and informed the basis of this public consultation analyses.

See Table 1.1 below for the statistical breakdown of both the survey and email responses received. The table is organized by key concerns, with columns for: (1) the percentage of all responses that referenced a particular key concern; and (2) total times each key concern was referenced throughout all responses.

Table 1.1: Breakdown of received email and survey response data by theme

Key Concerns (order by most frequently referenced):		% referenced within all survey/email responses:	Total times referenced via survey/email responses:
1.	Height of proposed tower(s)	42%	116
2.	Impact to views	25%	68
3.	Loss/relocation of community gardens	21%	57
4.	Deviation from the Official Community Plan (OCP)	16%	45
5.	Inadequate parking and traffic congestion	16%	45
6.	Straying from the neighbourhood character	16%	43
7.	Setting the development precedence	12%	34
8.	Densification of site	10%	28
9.	Loss of park space and amenities	9%	24
10.	Impacts to property values	7%	18
11.	Site selection	5%	14
12.	Loss of sunlight / shadows from tower(s)	4%	12
13.	Loss of trees on site	4%	10
14.	Skepticism of rental access	3%	9
15.	Loss of the heritage house	3%	8
16.	Pedestrian and general safety	3%	7
17.	Negative impact of below-market housing	2%	6
		218 total survey responses; 63 total email responses	

Public Consultation Feedback Summary:

Based off the data from Table 1.1, the most frequently voiced concerns that emerged were in regards to the proposed tower 18-storey height at an overwhelming rate, as well as impact to views from adjacent properties and the relocation of the existing community gardens.

Comments regarding other key concerns would also allude back to the tower height as the root concern. This included the majority of comments pertaining to: the expectation of maintaining OCP-permitted height; parking and traffic congestion; neighbourhood character; development precedence; loss of sunlight and shadows; property values; and most commonly, impact to views. These particular concerns would often emerge as a perceived outcome of the principal issue on tower height.

Furthermore, the majority of comments referencing the community gardens cited the importance of retaining opportunities for social engagement, especially for older demographics. This will likely continue as a prominent theme when evaluating the future programming of Derek Inman Park, as well as the overall function of the NSNH site as a 'community hub'.

In addition to the key concerns outlined under Table 1.1, multiple community members had also expressed concerns regarding the site selection, and why the City chose not to utilize nearby City-owned lands such as the 100s block along East 1st Street. There was also skepticism raised around the proposal of providing 'affordable' and 'below market rentals'. In particular, how these would be defined, what demographics may qualify, and if the design as a whole could actually realistically achieve the goal of providing affordable units.

Various emails, including a petition to stop the development, were also submitted to the Mayor and Council. Similarly to the key themes reflected above, the majority of these emails from local community members voiced objection towards the proposed tower, divergence from the OCP, and the overall site concept.

Nonetheless, as indicated earlier there was still a large number of survey respondents in general support of the project. Most commonly, this included positive feedback regarding the proposed tower height in relation to nearby developments, provision of much-needed affordable housing, the implementation of a hub for the community, as well as the City's collaborative approach with non-profit organizations. Another interesting note is that several respondents advocated that the proposed tower height actually be increased, in order to accommodate more affordable units.

Next Steps:

The information gathered from this collection of survey data will help to inform staff's presentation of the development for council consideration, as well as the anticipated public hearing scheduled for fall of 2021. The NSNH team will continue to engage with community members on an ongoing basis and ensure that feedback is actively included as part of the review.

ADVISORY BODY RESOLUTIONS
Regarding North Neighbourhood House Redevelopment - PLN2020-00012

Advisory Planning Commission – April 14, 2021

It was regularly moved and seconded

THAT the Advisory Planning Commission has reviewed the OCP Amendment and Rezoning Application for the North Shore Neighbourhood House Site Redevelopment and recommends approval subject to resolution of the following to staff's satisfaction:

- Consider sustainability options in all facets of development from an early stage;
- Consider long term operation viability and sustainability objectives;
- Consider how parking will shape transportation choices;
- Early input from the community is recommended; and
- Keep the spirit of the NSNH through development and recognize support in the community.

AND THAT the Commission wishes to thank the applicant for their presentation.

Carried Unanimously

Integrated Transportation Committee – June 2, 2021

THAT the Integrated Transportation Committee has reviewed the North Shore Neighbourhood site redevelopment with regards to transportation and parking and supports the project to date. The committee makes the following additional comments:

- The Committee suggested prioritizing the transportation needs of residents and visitors with the highest mobility needs, such as some seniors and their caregivers.

CARRIED UNANIMOUSLY

Advisory Design Panel – July 7, 2021

THAT the Advisory Design Panel has reviewed the initial project information for the North Shore Neighbourhood House redevelopment project and is satisfied with moving the project forward to rezoning.

The Panel looks forward to seeing the progress of the project through the design stages.

Carried Unanimously

Heritage Advisory Commission – August 24, 2021

BE IT RESOLVED THAT the Heritage Advisory Commission, having reviewed the presentation from the City of North Vancouver regarding the Allen Residence in relation to the North Shore Neighbourhood House Hub project, thanks the applicant for thoroughly addressing the concerns raised at the Commission's July meeting and supports the phased strategy for the project and further investigation of the future of the Allen Residence.

AND FURTHER, the Commission supports the draft "Allen Residence Relocation Strategy Terms of Reference" with the following revisions:

- Rename the "Allen Residence Relocation Strategy Terms of Reference" to replace the word "Relocation" with "Heritage Conservation";
- Reframe the Terms of Reference around a more fulsome range of conservation options, including retention in-situ;
- Include a recommended criteria for a potential location of the Allen Residence in order of priority:
 - a) Retain the Allen Residence in situ;
 - b) Retain the Allen Residence within the eastern half of the site as part of the redesign of Derek Inman Park;
 - c) Relocate the Allen Residence within the Lower Lonsdale area;
 - d) Relocate the Allen Residence within the City of North Vancouver;
 - e) Relocate the Allen Residence within the North Shore;
 - f) As a last option, relocate the Allen Residence outside of the North Shore.
- During the heritage assessment, further explore and include the character defining elements of the Residence that could be preserved or commemorated.

CARRIED UNANIMOUSLY

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8867

A Bylaw to amend “Official Community Plan Bylaw, 2014, No. 8400”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867**” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change).
2. “Schedule A Land Use” of “Official Community Plan Bylaw, 2014, No. 8400” is amended, as indicated in Schedule A attached to this Bylaw, by reclassifying the following properties:

Land Description				Land Use Designation	
Lot	Block	D.L.	Plan	From	To
<i>Westerly portion of</i> <i>Easterly portion of</i> <i>Westerly portion of</i>	L	154	274	22039	School and Institutional Mixed-Use Level 4A
	M	154	274	22039	School and Institutional Mixed-Use Level 4A
	M	154	274	22039	School and Institutional Parks, Recreation and Open Space
	41	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	42	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	43	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	44	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	A	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	47	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	48	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A

3. "Schedule A Land Use" of "Official Community Plan Bylaw, 2014, No. 8400" is amended, as indicated in Schedule B attached to this Bylaw, by revising the maximum building heights applicable for the following properties:

	Land Description				Maximum Height	
	Lot	Block	D.L.	Plan	From	To
<i>Westerly portion of</i>	41	154	274	878	No maximum specified	55 metres
	42	154	274	878	No maximum specified	55 metres
	43	154	274	878	No maximum specified	55 metres
	44	154	274	878	No maximum specified	55 metres
	A	154	274	878	No maximum specified	55 metres
	47	154	274	878	No maximum specified	55 metres
	48	154	274	878	No maximum specified	55 metres

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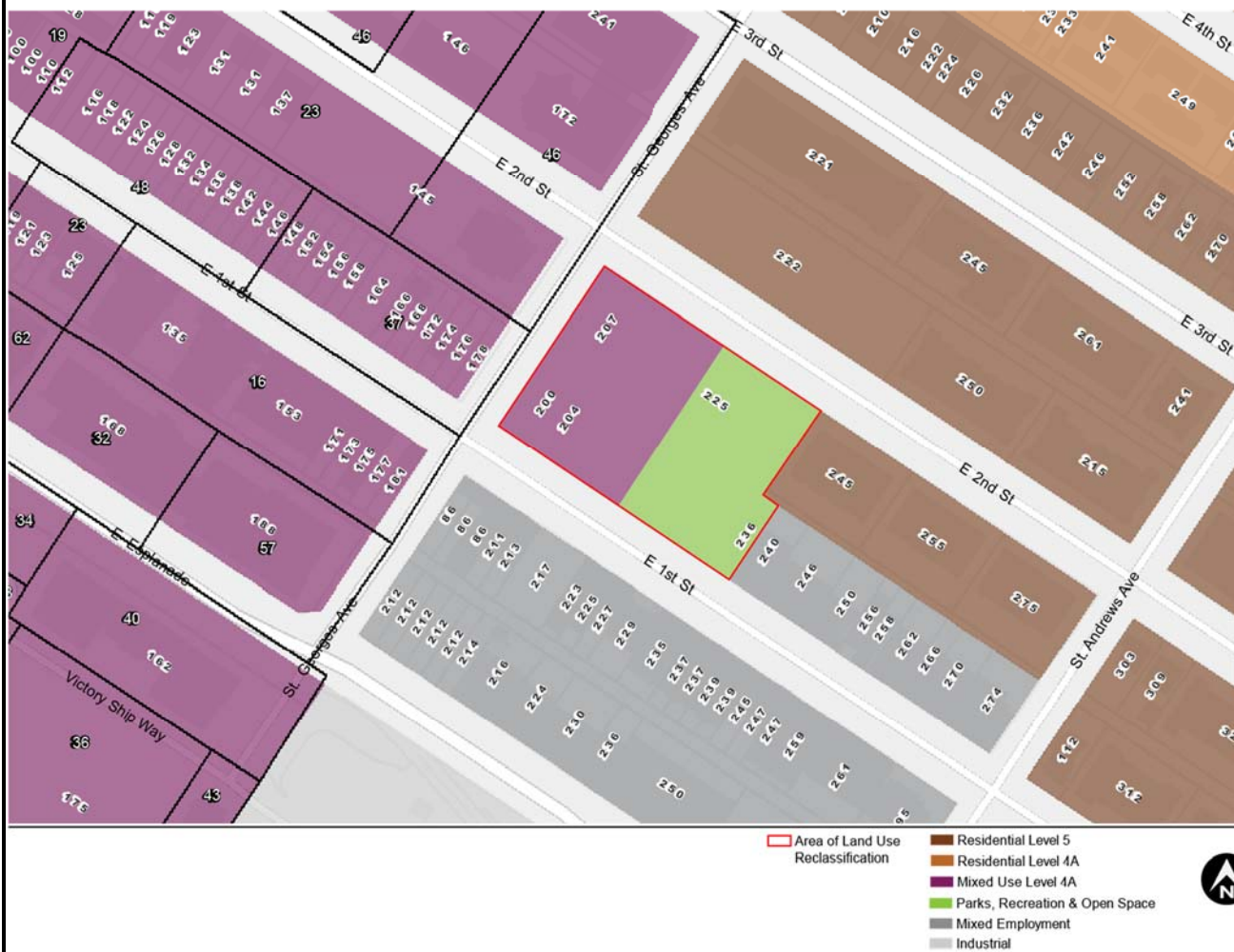
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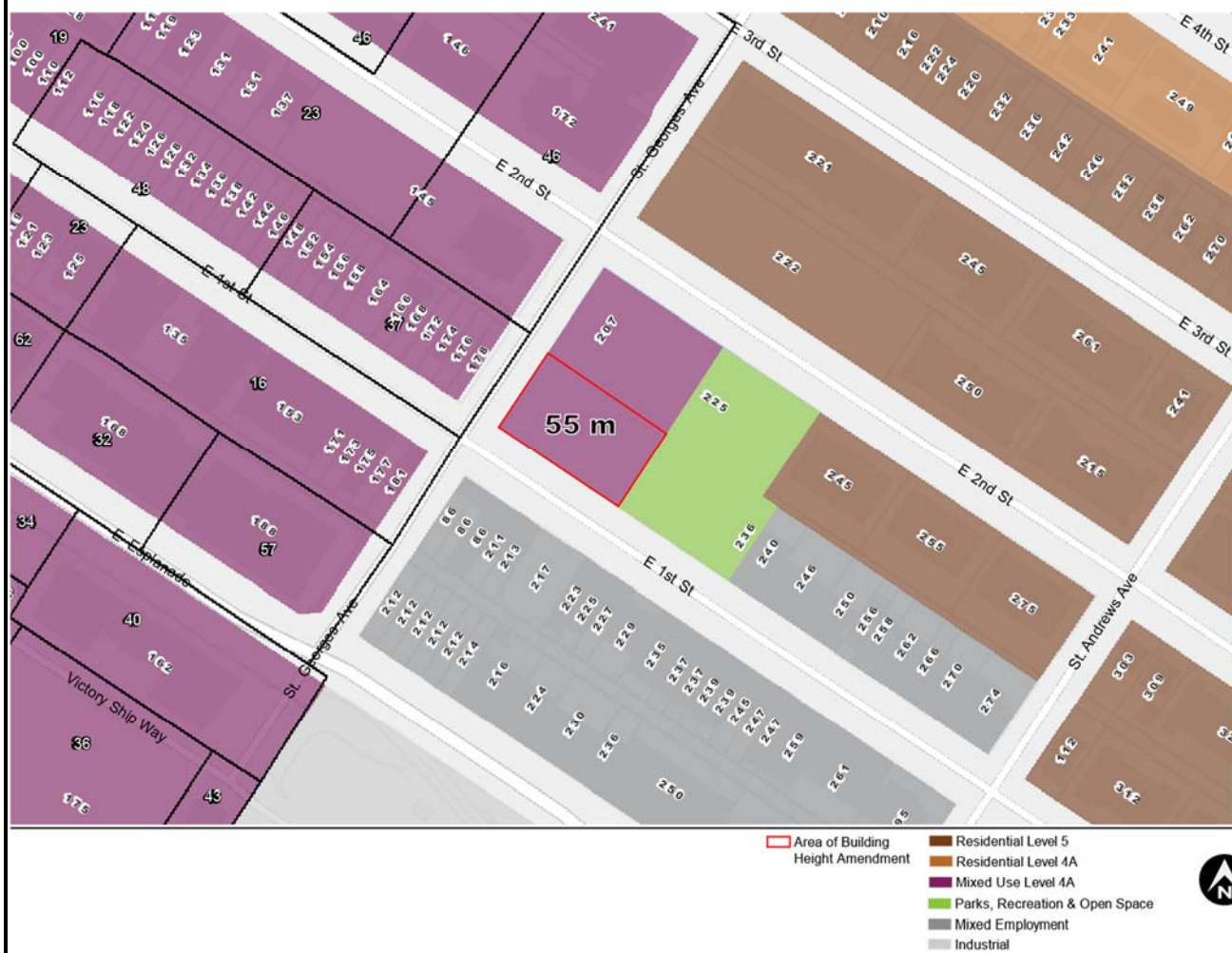
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MAYOR

CORPORATE OFFICER

SCHEDULE 'A' LAND USE MAP – AMENDMENTS TO LAND USE DESIGNATIONS



SCHEDULE 'A' LAND USE MAP – AMENDMENT TO MAXIMUM BUILDING HEIGHT

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8868

A Bylaw to amend “Zoning Bylaw, 1995, No. 6700”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737).**
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-737 (Comprehensive Development 737 Zone):

	Lots	Block	D.L.	Plan
	M	154	274	22039 from P-2 Public Use and Assembly;
	L	154	274	22039
	34	154	274	878
	35	154	274	878
	36	154	274	878
	37	154	274	878
	38	154	274	878
	39	154	274	878
	40	154	274	878
	41	154	274	878
	42	154	274	878
	43	154	274	878
	44	154	274	878 from P-1 Public Use and Assembly;
AND	A	154	274	878
	47	154	274	878
	48	154	274	878 from M-4 Industrial-Commercial.

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
 - A. Adding the following section to Section 1100, thereof, after the designation “CD-736 Comprehensive Development 736 Zone”:

“CD-737 Comprehensive Development 737 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-736 Comprehensive Development 736 Zone”:

“CD-737 Comprehensive Development 737 Zone”

In the CD-737 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the LL-4 Zone, except as provided in the CD-737 Zone.

The CD-737 Zone shall be comprised of Sites A, B and C as described in Schedule 146.

(1) The permitted Principal and Accessory Uses shall be limited to:

(a) On Sites A and B:

i. Residential Care Facility Use:

- a) Accessory Off-Street Parking Use;
- b) Accessory Off-Street Loading Use;

ii. Civic Use:

- a) Accessory Recreational Retail Sales and Service;
- b) Accessory Off-Street Parking Use;
- c) Accessory Off-Street Loading Use;

iii. Child Care Use, subject to Section 607(9) of this Bylaw:

- a) Accessory Off-Street Parking Use;

iv. Apartment Residential Use, subject to provisions set out in Section 6A02(1);

- a) Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
- b) Accessory Home Office Use;
- c) Accessory Non-Commercial Social and Recreation Facilities;
- d) Accessory Off-Street Parking Use;

(b) On Site C, the permitted Uses, regulations for the size, shape, and siting of Buildings and Structures and required Off-Street Parking shall be as in the P-1 Zone;

(2) Section 6A02(1) shall be varied to permit Apartment Residential Use above the first Storey;

(3) Density:

(a) The combined Gross Floor Area (GFA) for Sites A, B and C shall not exceed 2.8 times the Lot Area;

(4) Section 6A04(3) "Lot Coverage" is waived;

(5) Siting:

- (a) On Site A, Principal Building shall be sited a minimum:
 - i. 0.5 metres (1.6 feet) from north Lot Line;
 - ii. 2.0 metres (6.5 feet) from west Lot Line;
 - iii. 0.0 metres (0.0 feet) from south Lot Line;
 - iv. 3.5 metres (11.4 feet) from east Lot Line;
- (b) On Site B, Principal Building shall be sited a minimum:
 - i. 0.0 metres (0.0 feet) from north Lot Line;
 - ii. 2.0 metres (6.5 feet) from west Lot Line;
 - iii. 1.325 metres (4.3 feet) from south Lot Line;
 - iv. 3.5 metres (11.4 feet) from east Lot Line;
- (6) Section 6A04(5)(b) is varied to apply only to all portions of Principal Buildings exceeding six Storeys;
- (7) Height:
 - (a) On Site A, Building Height shall not exceed 20.8 metres (68.3 feet) as measured from the average Building Grades at the north Lot Line;
 - (b) On Site B, Building Height shall not exceed 55.0 metres (193.6 feet) as measured from the average Building Grades at the north Lot Line;
 - (c) The following Height exceptions shall be permitted:
 - i. Mechanical rooms, ventilating machines, elevator over-runs, mechanical screening, architectural appurtenances, and access to communal outdoor rooftop areas may be up to 3.7 metres (12.1 feet) in additional Height;
- (8) Section 6A04(6) "Building Width and Length" is waived;
- (9) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
 - (a) Minimum number of accessory off-street Parking Spaces required for Apartment Residential Use is varied to 0.36 per unit;
 - (b) Minimum number of Short-Term Bicycle Parking stalls required for Residential Care Facility Use is waived;
 - (c) Minimum number of Secure Bicycle Parking stalls required for Residential Care Facility Use is varied to 1 per 250 square metres of Gross Floor Area;
 - (d) Section 10A05(1)(b) is varied to allow Secure Bicycle Parking Spaces to be located on any level of vehicle parking, subject to provision of direct bicycle access by elevator if beyond first level above or below grade;

- (e) Section 10A05(3)(b) is varied to allow up to 80 Bicycle Parking Spaces per Bicycle Compound or Room.

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ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

CD-737

Amending Bylaw No. 8868

SCHEDULE 146

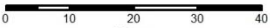
Page 1 of 1

SITES



LEGEND

 PROPERTY LINE

SCALE 
0 10 20 30 40
Meters

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8869

A Bylaw to amend “Parks Dedication Bylaw, 1972, No. 4392”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **“Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment)**.
2. “Parks Dedication Bylaw, 1972, No. 4392” is hereby amended by:
 - A. Deleting Part 1(a) and replacing it with “Lots 34-40, inclusive, Block 154, D.L 274, Group 1, Westminster District, Plan 878.”
 - B. Inserting, immediately following section 1(a), the following text and subsequently relabelling the sections accordingly:
 - “(b) Eastern portion of Lot 41, Block 154, D.L 274, Group 1, Westminster District, Plan 878, as shown on Schedule 147.
 - (c) Eastern portion of Lot M, Block 154, D.L. 274, Plan 22039, as shown on Schedule 147.”

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READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

Schedule 147

SUBDIVISION PLAN OF

1) LOTS 34 TO 48, PLAN 878;

2) LOT 'A', PLAN 878;

3) LOT 'L' AND LOT 'M', PLAN 22039;

ALL OF BLOCK 154, DISTRICT LOT 274

GROUP ONE, NEW WESTMINSTER DISTRICT

BCGS 92G035

0 5 10 20 30 40 m
THE INTENDED PLOT SIZE OF THIS PLAN IS
432 mm IN HEIGHT BY 560 mm IN WIDTH (C SIZE)
WHEN PLOTTED AT A SCALE OF 1:500

PRELIMINARY

LEGEND

- DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- DENOTES LEAD PLUG FOUND
- DENOTES LEAD PLUG PLACED
- WF DENOTES NOTHING FOUND
- W DENOTES WITNESS

NOTE:
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS
WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITH INTEGRATED SURVEY AREA No 44
CITY OF NORTH VANCOUVER, NAD83 (CSRS) 4.0.0 BC.1 MVRD

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX AND
ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
UNLESS OTHERWISE SPECIFIED

TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE
AVERAGE COMBINED FACTOR OF 0.999XXXX. THE AVERAGE FACTOR HAS BEEN
DETERMINED BASED ON GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX

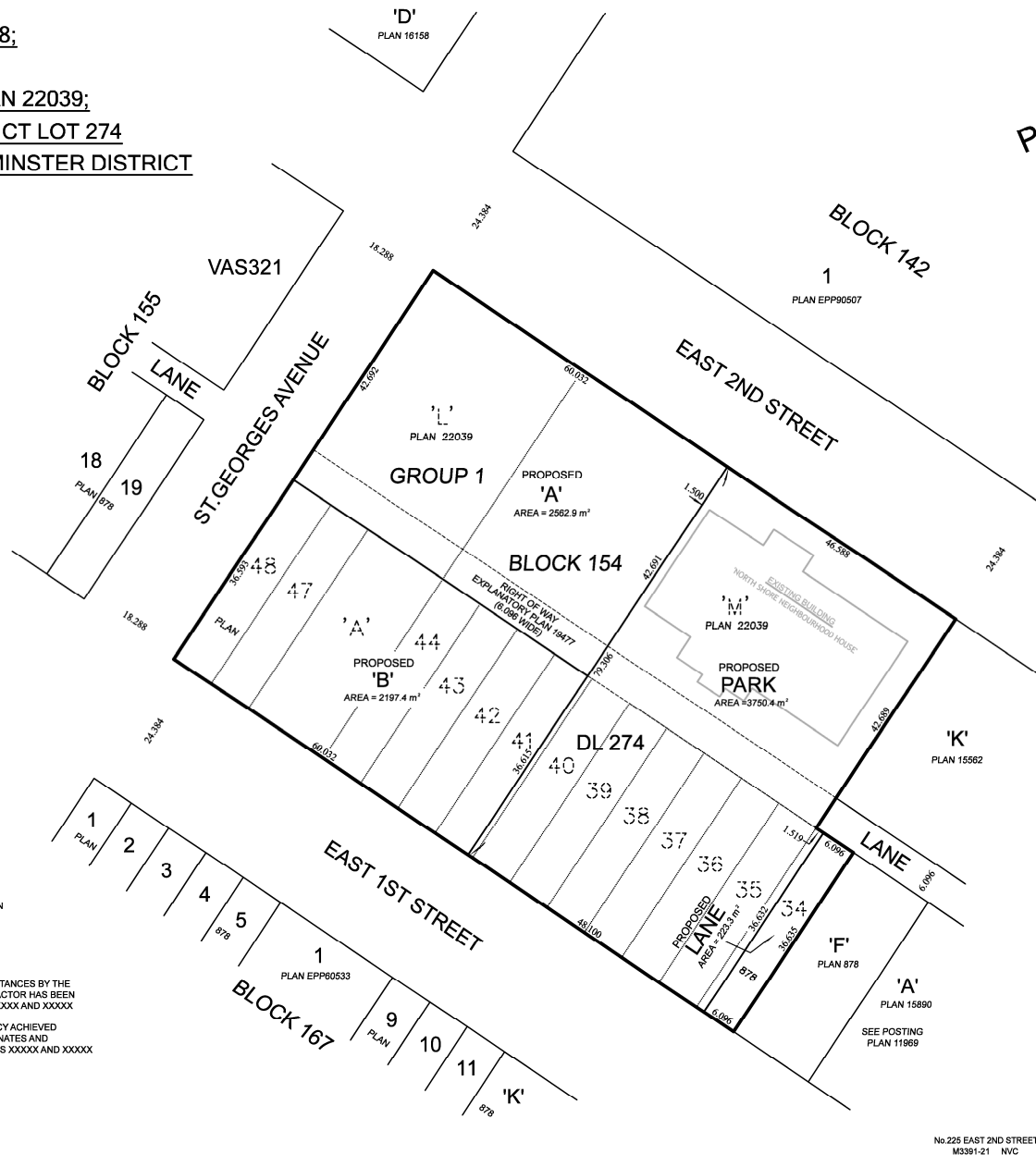
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED
HAVE BEEN DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND
STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX

THIS PLAN LIES WITHIN THE
METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE XXTH DAY OF JUNE, 2021
ALEXANDER ELLIOT HEATH, BCLS (921)

PLAN

PRELIMINARY



HOBBS, WINTER & MacDonald
B.C. LAND SURVEYORS
113-828 HARBOURSIDE DRIVE,
NORTH VANCOUVER, B.C. V7P 3R6
TEL 604-986-1371 FAX 604-986-5204
EMAIL: admin@hwmssurveys.com

No 225 EAST 2ND STREET
M391-21 NVC

North Shore Neighbourhood Hub

Development Guidelines

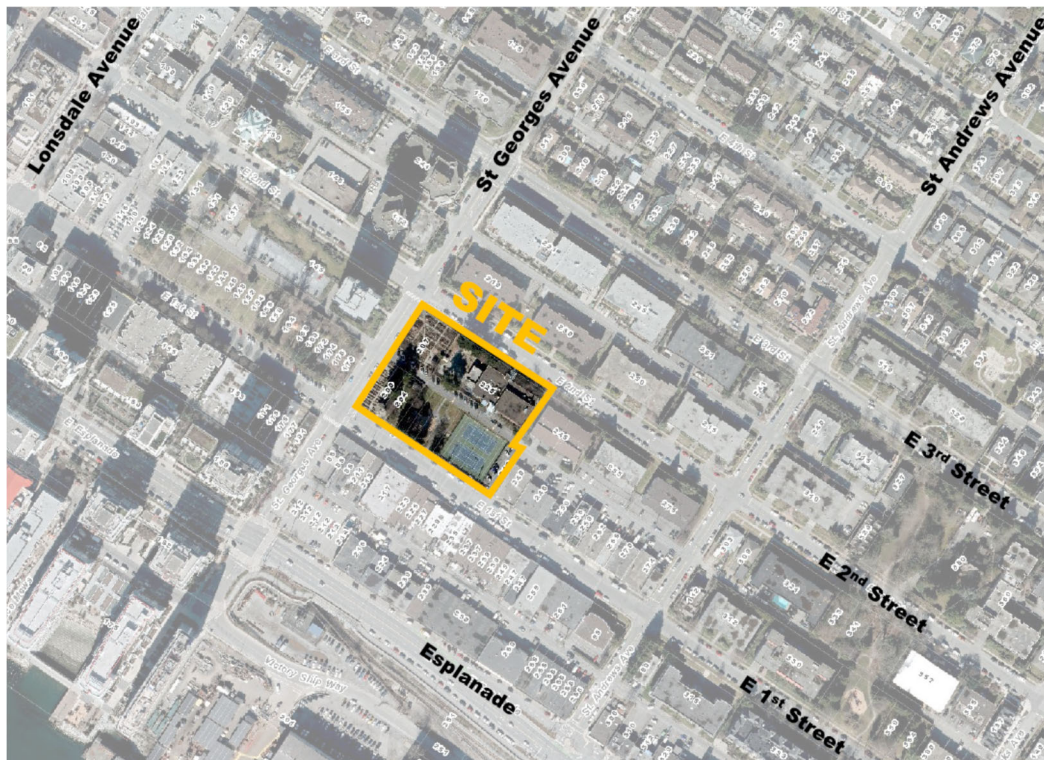
Introduction

Intent & Application

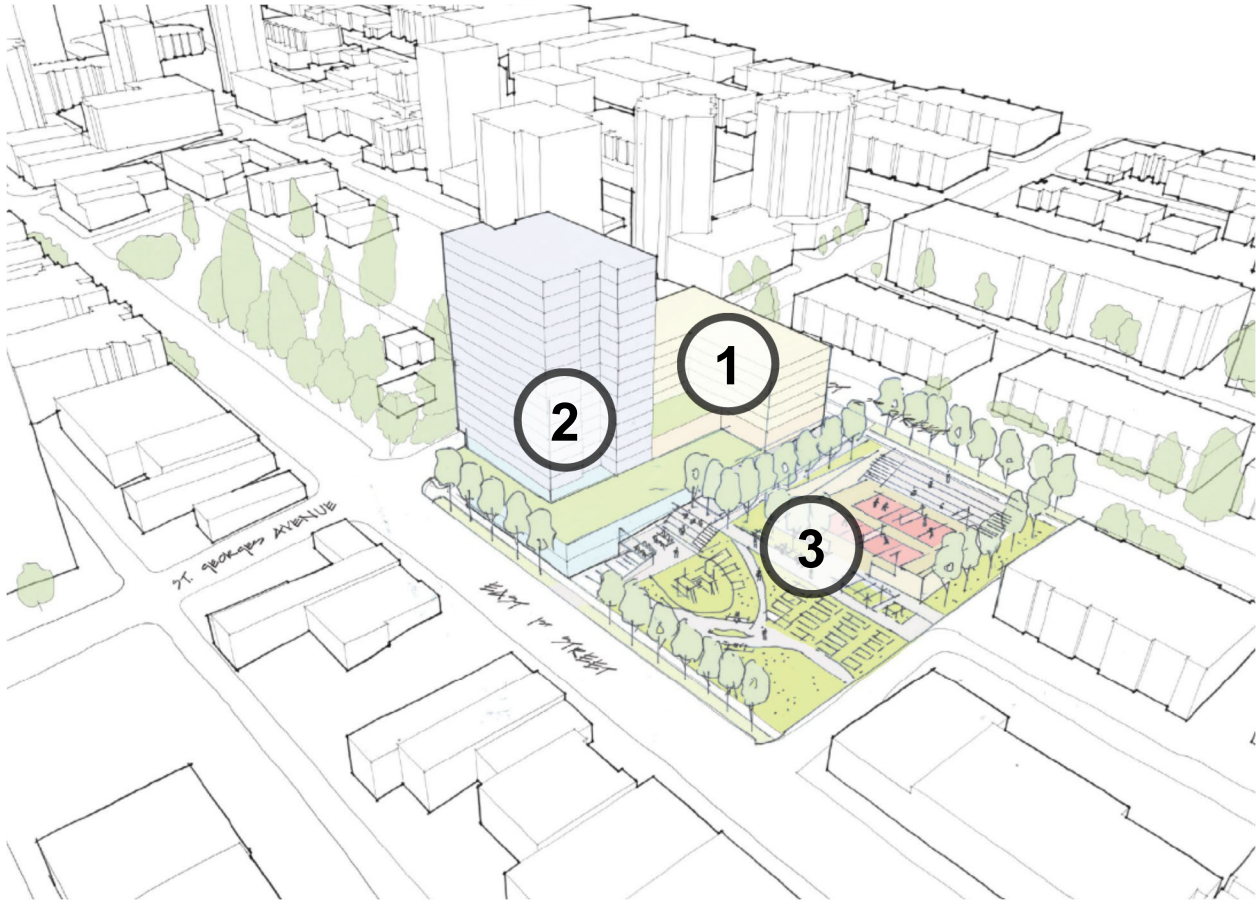
The following guidelines are to help ensure the development of the North Shore Neighbourhood Hub (NSNH) site meets high-quality site and building design. Detailed design proposals shall be reviewed against these guidelines and shall require approval from the City Planning Division, as well as review by the relevant advisory bodies, before issuance of a Building Permit.

Background

The NSNH site is located on the western half of the 200 block of East 1st St (bound by East 1st St, Saint Georges Ave, East 2nd St and Saint Andrews Ave).



The site is 0.87 hectares in size and is zoned with three sub-areas: 1) rental apartment and residential care facility uses, 2) rental apartment, civic and child care uses, and 3) park use.



Vision

The NSNH is a unique opportunity to bring together like-minded organizations into a vibrant and integrated community hub at the heart of Lower Lonsdale. Development of this site aims to provide an attractive and accessible urban environment with enhanced public spaces that serve the needs of the site and greater neighbourhood.

Principles

Contribute to the Neighbourhood: Provide a welcoming and functional community hub for the neighbourhood. This involves attractive street frontages with safe access to and throughout the site, as well as a re-designed park that is well-integrated with other uses on the site and meets the needs of the site and community.

Create a Distinct Identity: Design a distinctive and recognizable North Shore Neighbourhood House facility and foster community connections through the site. Find ways to integrate building programs with the public realm to provide vibrancy to the park.

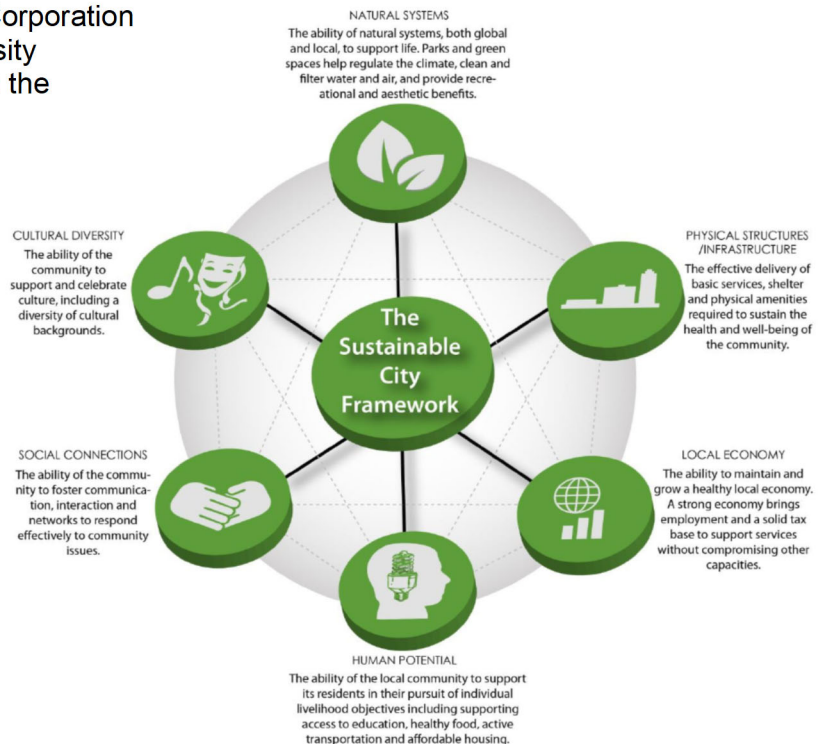
Provide Equitable, Inclusive & Sustainable Design: Ensure site and building designs are inclusive and accessible to people of all ages and abilities. Establish porosity within the site, prioritizing active modes. Engage with the community to inform the park re-design. Strive to meet high environmental standards for building construction.

Guidelines

Sustainability

NSNH development shall make a holistic contribution to the current and future needs of the City in alignment with the OCP's Sustainable City Framework including Natural Systems, Physical Structures/Infrastructure, Local Economy, Human Potential, Social Connections and Cultural Diversity. The Framework applies throughout these guidelines by prioritizing green spaces, heritage values, green building and infrastructure, active transportation, energy efficiency and housing affordability and diversity.

- Replace trees that were removed for site preparation by incorporating either on-site, such as in re-design of park, or in streetscape design.
- Use native and drought-resistant species in park and general landscaping.
- Explore opportunities to incorporate the Allen Residence, a heritage 'B' building, within the NSNH development.
- Respect heritage values of site, in particular the Allen Residence, by reflecting the heritage significance in design elements of the buildings, park and public realm. If the Allen Residence needs to be removed to facilitate redevelopment, the removal should be in accordance with a Heritage Conservation Strategy endorsed by the Heritage Advisory Commission and Council.
- All Buildings will be constructed to achieve a minimum of Step 3 of the BC Energy Step Code for Part 3 Buildings and Step 4 of the Step Code for Part 9 Buildings. Best efforts will be used to augment energy performance beyond this required level, with demonstrated measures incorporated to ensure the project achieves industry leading levels of energy efficiency.
- Work with Lonsdale Energy Corporation (LEC) to reduce carbon intensity beyond typical construction in the City for equivalent buildings through the district energy system.
- Ensure that development design does not obstruct access to LEC service connection at northwestern corner of site (Saint Georges Ave & East 2nd St).



Site Planning

The NSNH serves as a community destination and would benefit from gathering nodes to foster socializing, recreation and play. Visual and physical integration between the buildings, the park and adjacent areas is important for site accessibility and recognition as a community hub.

- Site buildings for minimal shading impacts to public realm and surrounding neighbours.
- Connect adjacent areas by pedestrian and bicycle paths to create a walking and cycling friendly addition to the neighbourhood.
- Activate the street frontages and building facades along Saint Georges Ave, East 2nd St, and East 1st St. Consider richly detailed, human-scaled and fine-grained ground floor facades and avoid predominantly opaque, translucent or blank facades along frontages.
- Provide a 2.0 m right-of-way over private property along the Saint Georges Ave frontage to facilitate streetscape design, such as street trees, 1.5 m wide grass boulevards and a 2.0 m wide sidewalk
- Provide a minimum 3.5 m building setback from the park edge to enhance the public realm and site porosity, and to facilitate a north-south pathway through the park.
- Find ways to physically or visually integrate outdoor amenity spaces with the park to soften building edges and enhance the public realm.

Building Design

NSNH buildings will respect neighbouring development and be designed to enhance the public realm and foster a unique and welcoming NSNH identity.

- Maximize transparency for public facing facades of publicly accessible areas, especially along frontages and entrance areas.
- Building corners at East 1st Street and East 2nd Street along Saint Georges Avenue will provide a prominent visual reference for the development and contribute to the public realm. Building design at these corners will be enhanced and provide a sense of arrival and strong wayfinding elements.
- Ensure ground floor entrance canopies do not encroach onto the street. Residential care facility may be exempt from this guideline if encroachment is needed to meet operational requirements.
- Avoid locating residential entrances directly adjacent to a parkade entrance; at a minimum, provide some visual buffer between residential and parkade entrances.
- Facilitate casual surveillance opportunities, including good sightlines to entry points, pathways and communal areas. Consider strategic placement and orientation of uses, circulation and public gathering spaces to help promote safety and activate the street and park.

North Building (sub-area 1):

- Use distinct but complementary architectural design to visually differentiate between residential care facility and rental housing components.
- Explore opportunities to define and enhance the northwestern corner of the building so that the building presents as a distinct feature at this corner, such as an outdoor gathering space for clients and their families.
- Explore design opportunities for ground floor bedroom units directly facing the street to ensure privacy while maintaining an attractive public realm; ensure adequately sized windows that allow secure access to fresh air.
- Provide building articulation and break-up the massing along East 2nd St. Consider uninterrupted building lengths of no more than 100 ft.
- Provide a common maintenance area for bicycle repairs on-site.
- All unit design and layout subject to further design review and must meet City of North Vancouver minimum adaptable design requirements.

South Building (sub-area 2):

- Use tower design to help minimize impact to view corridors and the surrounding area. For a building over 6-storeys in height, the floorplate above the third storey should be limited to 37% lot coverage.
- Use distinct but complementary architectural design to highlight the North Shore Neighbourhood House as a prominent component of the NSNH site.
- Enhance the North Shore Neighbourhood House entrance such that it is more prominent than the residential lobby and is legible as a community hub - consider relatively increased scale and unique façade treatment.
- Make room for a gathering space in front of the North Shore Neighbourhood House entrance.
- Accommodate needs of various user groups with respect to private-public interface (i.e. secure childcare outdoor space-park transition area, sheltered food bank queue area, etc)
- All unit design and layout subject to further design review and must meet City of North Vancouver minimum adaptable design requirements.

Park & Public Realm

The re-designed park is a major component of the NSNH site and it plays an important role in meeting the needs of both the site and greater neighbourhood. The park will be accessible from both East 1st St and East 2nd St, as well as from the buildings and outdoor spaces of the NSNH site.

- Inform park re-design with a comprehensive public engagement process.
- Enhance park frontage along East 1st St. Consider reducing street width by 3 m for larger planting boulevard and shade trees at south end of park.

- Develop multiple private-public connections at various grades from north to south to access park.

Circulation & Parking

- Locate passenger loading areas along East 1st St or East 2nd St to avoid traffic impacts along Saint Georges Ave.
- Invest in improving walking and cycling infrastructure.
- Develop a Transportation Demand Management plan in lieu of meeting required parking provision.

Safety & Accessibility

- Incorporate accessible design and Crime Prevention Through Environmental Design (CPTED) measures to ensure inclusive and safe accessibility throughout development.
- Provide accessible circulation and connections, especially in proximity of residential care facility.
- Consider needs of building users, especially children and seniors, at park entrance points and activity areas.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8867

A Bylaw to amend “Official Community Plan Bylaw, 2014, No. 8400”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8867**” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, Land Use Designation and Permitted Height Change).
2. “Schedule A Land Use” of “Official Community Plan Bylaw, 2014, No. 8400” is amended, as indicated in Schedule A attached to this Bylaw, by reclassifying the following properties:

Land Description				Land Use Designation	
Lot	Block	D.L.	Plan	From	To
Westerly portion of Easterly portion of Westerly portion of	L	154	274	22039	School and Institutional Mixed-Use Level 4A
	M	154	274	22039	School and Institutional Mixed-Use Level 4A
	M	154	274	22039	School and Institutional Parks, Recreation and Open Space
	41	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	42	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	43	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	44	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	A	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	47	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A
	48	154	274	878	Parks, Recreation and Open Space Mixed-Use Level 4A

3. "Schedule A Land Use" of "Official Community Plan Bylaw, 2014, No. 8400" is amended, as indicated in Schedule B attached to this Bylaw, by revising the maximum building heights applicable for the following properties:

	Land Description				Maximum Height	
	Lot	Block	D.L.	Plan	From	To
<i>Westerly portion of</i>	41	154	274	878	No maximum specified	55 metres
	42	154	274	878	No maximum specified	55 metres
	43	154	274	878	No maximum specified	55 metres
	44	154	274	878	No maximum specified	55 metres
	A	154	274	878	No maximum specified	55 metres
	47	154	274	878	No maximum specified	55 metres
	48	154	274	878	No maximum specified	55 metres

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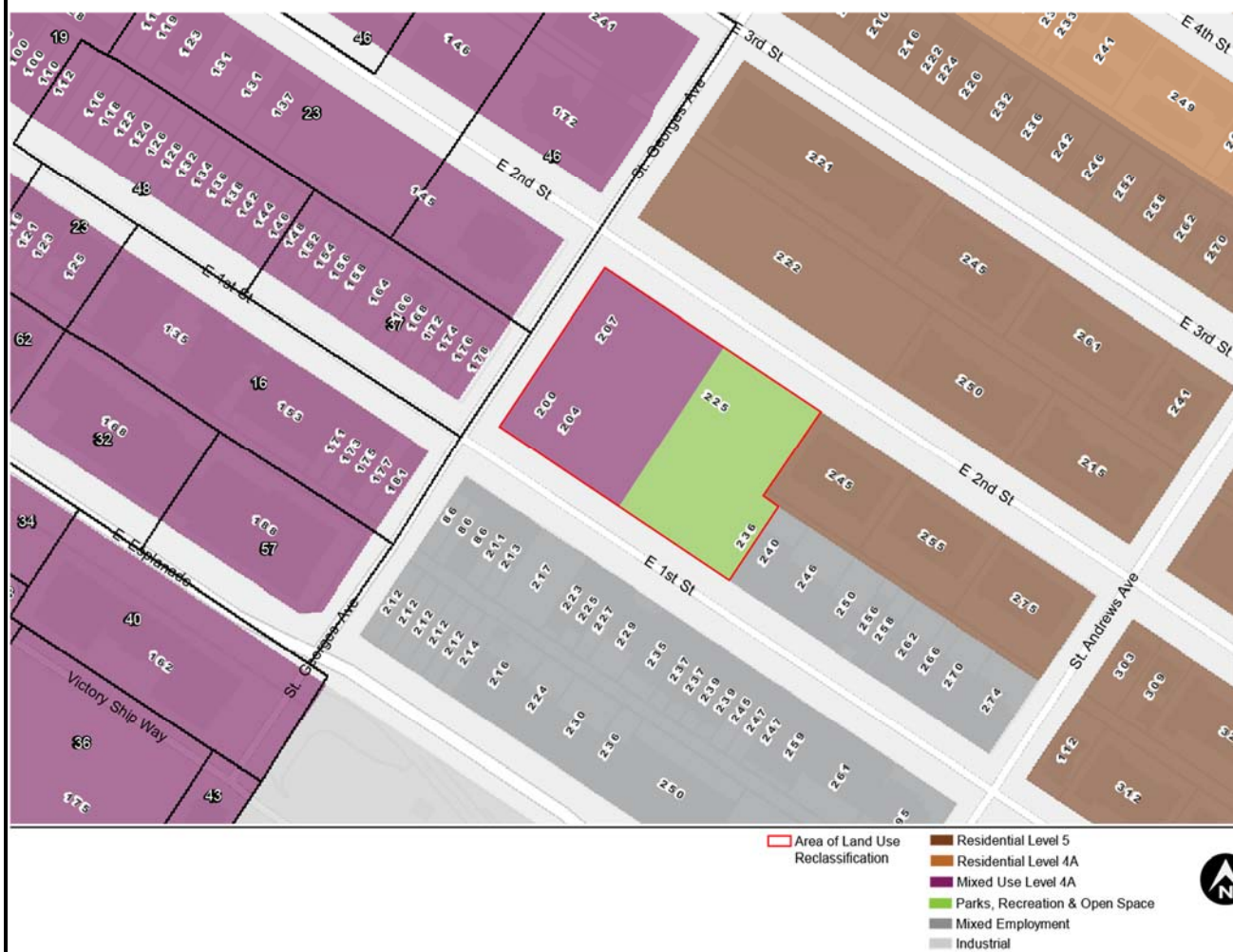
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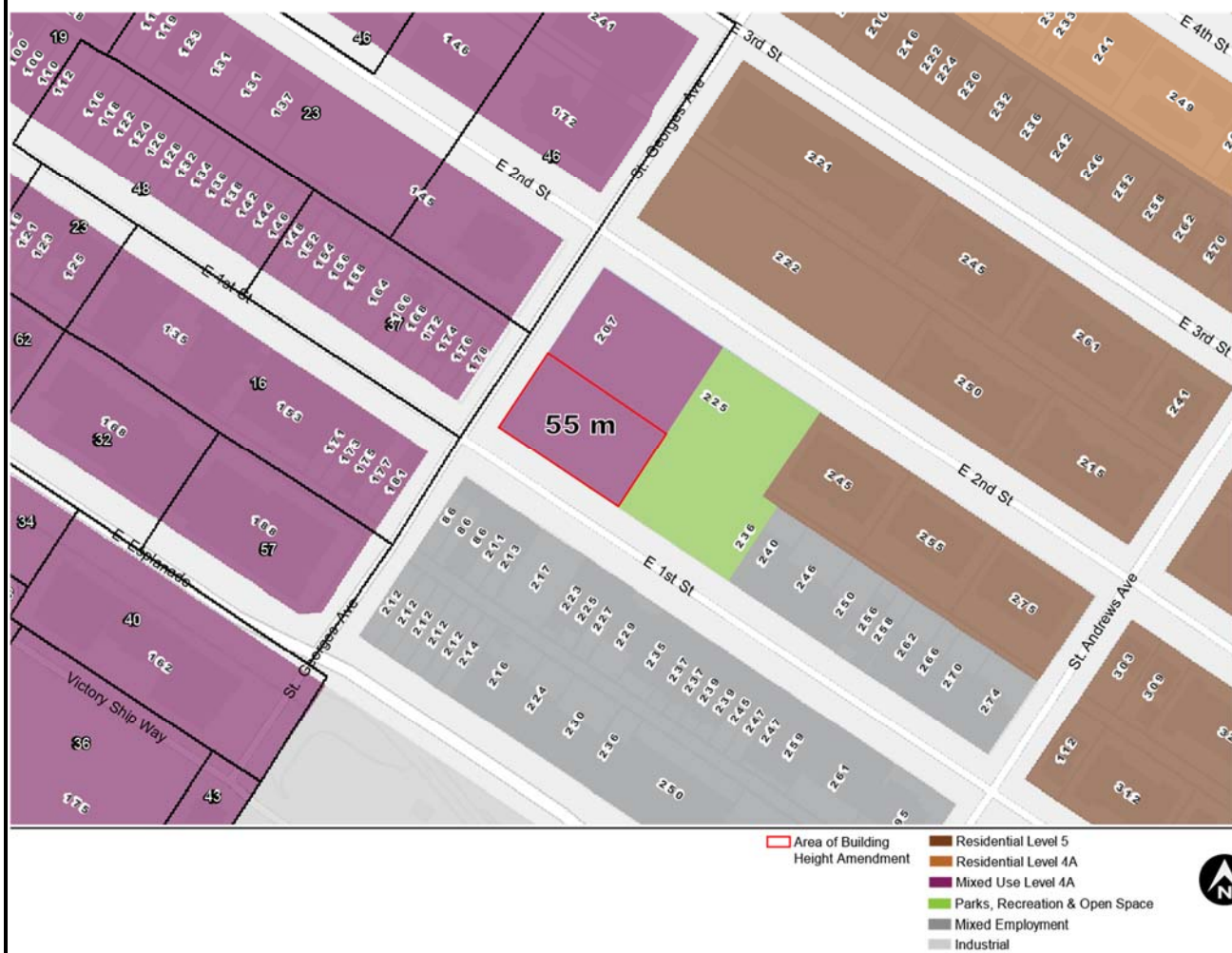
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MAYOR

CORPORATE OFFICER

SCHEDULE 'A' LAND USE MAP – AMENDMENTS TO LAND USE DESIGNATIONS

SCHEDULE 'A' LAND USE MAP – AMENDMENT TO MAXIMUM BUILDING HEIGHT

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8868

A Bylaw to amend “Zoning Bylaw, 1995, No. 6700”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868**” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737).
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-737 (Comprehensive Development 737 Zone):

	Lots	Block	D.L.	Plan
	M	154	274	22039 from P-2 Public Use and Assembly;
	L	154	274	22039
	34	154	274	878
	35	154	274	878
	36	154	274	878
	37	154	274	878
	38	154	274	878
	39	154	274	878
	40	154	274	878
	41	154	274	878
	42	154	274	878
	43	154	274	878
	44	154	274	878 from P-1 Public Use and Assembly;
AND	A	154	274	878
	47	154	274	878
	48	154	274	878 from M-4 Industrial-Commercial.

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
 - A. Adding the following section to Section 1100, thereof, after the designation “CD-736 Comprehensive Development 736 Zone”:

“CD-737 Comprehensive Development 737 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-736 Comprehensive Development 736 Zone”:

“CD-737 Comprehensive Development 737 Zone”

In the CD-737 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the LL-4 Zone, except as provided in the CD-737 Zone.

The CD-737 Zone shall be comprised of Sites A, B and C as described in Schedule 146.

(1) The permitted Principal and Accessory Uses shall be limited to:

(a) On Sites A and B:

i. Residential Care Facility Use:

- a) Accessory Off-Street Parking Use;
- b) Accessory Off-Street Loading Use;

ii. Civic Use:

- a) Accessory Recreational Retail Sales and Service;
- b) Accessory Off-Street Parking Use;
- c) Accessory Off-Street Loading Use;

iii. Child Care Use, subject to Section 607(9) of this Bylaw:

- a) Accessory Off-Street Parking Use;

iv. Apartment Residential Use, subject to provisions set out in Section 6A02(1);

- a) Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
- b) Accessory Home Office Use;
- c) Accessory Non-Commercial Social and Recreation Facilities;
- d) Accessory Off-Street Parking Use;

(b) On Site C, the permitted Uses, regulations for the size, shape, and siting of Buildings and Structures and required Off-Street Parking shall be as in the P-1 Zone;

(2) Section 6A02(1) shall be varied to permit Apartment Residential Use above the first Storey;

(3) Density:

(a) The combined Gross Floor Area (GFA) for Sites A, B and C shall not exceed 2.8 times the Lot Area;

(4) Section 6A04(3) "Lot Coverage" is waived;

(5) Siting:

- (a) On Site A, Principal Building shall be sited a minimum:
 - i. 0.5 metres (1.6 feet) from north Lot Line;
 - ii. 2.0 metres (6.5 feet) from west Lot Line;
 - iii. 0.0 metres (0.0 feet) from south Lot Line;
 - iv. 3.5 metres (11.4 feet) from east Lot Line;
- (b) On Site B, Principal Building shall be sited a minimum:
 - i. 0.0 metres (0.0 feet) from north Lot Line;
 - ii. 2.0 metres (6.5 feet) from west Lot Line;
 - iii. 1.325 metres (4.3 feet) from south Lot Line;
 - iv. 3.5 metres (11.4 feet) from east Lot Line;
- (6) Section 6A04(5)(b) is varied to apply only to all portions of Principal Buildings exceeding six Storeys;
- (7) Height:
 - (a) On Site A, Building Height shall not exceed 20.8 metres (68.3 feet) as measured from the average Building Grades at the north Lot Line;
 - (b) On Site B, Building Height shall not exceed 55.0 metres (193.6 feet) as measured from the average Building Grades at the north Lot Line;
 - (c) The following Height exceptions shall be permitted:
 - i. Mechanical rooms, ventilating machines, elevator over-runs, mechanical screening, architectural appurtenances, and access to communal outdoor rooftop areas may be up to 3.7 metres (12.1 feet) in additional Height;
- (8) Section 6A04(6) "Building Width and Length" is waived;
- (9) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
 - (a) Minimum number of accessory off-street Parking Spaces required for Apartment Residential Use is varied to 0.36 per unit;
 - (b) Minimum number of Short-Term Bicycle Parking stalls required for Residential Care Facility Use is waived;
 - (c) Minimum number of Secure Bicycle Parking stalls required for Residential Care Facility Use is varied to 1 per 250 square metres of Gross Floor Area;
 - (d) Section 10A05(1)(b) is varied to allow Secure Bicycle Parking Spaces to be located on any level of vehicle parking, subject to provision of direct bicycle access by elevator if beyond first level above or below grade;

- (e) Section 10A05(3)(b) is varied to allow up to 80 Bicycle Parking Spaces per Bicycle Compound or Room.

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MAYOR

CORPORATE OFFICER

CD-737

Amending Bylaw No. 8868

SCHEDULE 146

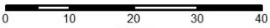
Page 1 of 1

SITES



LEGEND

 PROPERTY LINE

SCALE 
0 10 20 30 40
Meters

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8869

A Bylaw to amend “Parks Dedication Bylaw, 1972, No. 4392”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as **“Parks Dedication Bylaw, 1972, No. 4392, Amendment Bylaw, 2021, No. 8869” (Derek Inman Parklands Adjustment)**.
2. “Parks Dedication Bylaw, 1972, No. 4392” is hereby amended by:
 - A. Deleting Part 1(a) and replacing it with “Lots 34-40, inclusive, Block 154, D.L 274, Group 1, Westminster District, Plan 878.”
 - B. Inserting, immediately following section 1(a), the following text and subsequently relabelling the sections accordingly:
 - “(b) Eastern portion of Lot 41, Block 154, D.L 274, Group 1, Westminster District, Plan 878, as shown on Schedule 147.
 - (c) Eastern portion of Lot M, Block 154, D.L. 274, Plan 22039, as shown on Schedule 147.”

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READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

Schedule 147

SUBDIVISION PLAN OF

1) LOTS 34 TO 48, PLAN 878;

2) LOT 'A', PLAN 878;

3) LOT 'L' AND LOT 'M', PLAN 22039;

ALL OF BLOCK 154, DISTRICT LOT 274

GROUP ONE, NEW WESTMINSTER DISTRICT

BCGS 92G035

0 5 10 20 30 40 m
THE INTENDED PLOT SIZE OF THIS PLAN IS
432 mm IN HEIGHT BY 580 mm IN WIDTH (C SIZE)
WHEN PLOTTED AT A SCALE OF 1:500

PRELIMINARY

LEGEND

- DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- DENOTES LEAD PLUG FOUND
- DENOTES LEAD PLUG PLACED
- WF DENOTES NOTHING FOUND
- W DENOTES WITNESS

NOTE:
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS
WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITH INTEGRATED SURVEY AREA No 44
CITY OF NORTH VANCOUVER, NAD83 (CSRS) 4.0.0 BC.1 MVRD

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX AND
ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
UNLESS OTHERWISE SPECIFIED

TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE
AVERAGE COMBINED FACTOR OF 0.999XXXX. THE AVERAGE FACTOR HAS BEEN
DETERMINED BASED ON GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED
HAVE BEEN DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND
STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS XXXXX AND XXXXX

THIS PLAN LIES WITHIN THE
METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE XXTH DAY OF JUNE, 2021
ALEXANDER ELLIOT HEATH, BCLS (921)

PLAN

PRELIMINARY



HOBBS, WINTER & MacDonald
B.C. LAND SURVEYORS
113-828 HARBOURSIDE DRIVE,
NORTH VANCOUVER, B.C. V7P 3R8
TEL 604-986-1371 FAX 604-986-5204
EMAIL: admin@hwmssurveys.com

No 225 EAST 2ND STREET
M391-21 NVC

NOTICE OF MOTION

14. Park Construction Noise – File: 09-3900-01-0001/2021

Submitted by Councillor Valente

RECOMMENDATION:

WHEREAS Council is advancing work on the management of noise in the City of North Vancouver pursuant to the motion unanimously endorsed at the Regular meeting of October 26, 2020;

WHEREAS residents in many City of North Vancouver neighbourhoods where development and construction is occurring have advised they have been negatively affected by ongoing construction (i.e. noise, dust and light impacts);

WHEREAS the City is embarking on park planning processes and public consultation regarding the construction of several parks across the City;

THEREFORE BE IT RESOLVED THAT staff investigate and report back to Council on opportunities to minimize construction noise, dust and light impacts on surrounding residents during park construction including, but not limited to, the use of noise reducing actions, such as white noise back-up beepers, and that the experience gained through these efforts be applied to other municipal construction efforts and future updates of the Noise Control Bylaw.

White Noise Back-Up Alarms Improve Safety

Struck-by accidents continue to be a leading cause of property damage and serious employee injuries on jobsites around North America.

July 1, 2020

<https://www.forconstructionpros.com/construction-technology/construction-safety-technology/news/21138262/world-of-concrete-white-noise-backup-alarms-improve-safety>

“In a 2010 report titled [Technology for a Quieter America](#), the National Academy of Engineering cited loud back-up beepers as one of the six top noise sources people associated with behavioral and emotional consequences. At the same time industrial safety researchers surveyed 20 state departments of transportation about job-site noise concerns.

The state officials identified single-tone back-up alarms as a major problem in generating nighttime construction noise. In some regional studies of job site accidents, safety professionals found evidence that the overall safety credentials of the traditional “beep beep” system were unreliable. They reported that nearby workers found the warning signals confusing, and often ignored the noise.

In the 1990s, innovators developed a back-up device that emitted a sound cadence similar to a conventional alarm, but that was broadcast as a white-noise, whooshing sound. Nearby workers or pedestrians can easily hear the quieter warning sound when in the backing vehicle’s path. One key benefit of the white noise warning is that sound waves are more easily localized than a single-tone beeper. The white noise broadband sound also gives workers wearing hearing protection and people with hearing difficulties a better chance of hearing its warning signal.”

Demonstration of White Noise Backup Beeper

<https://www.youtube.com/watch?v=6dQeazc33Tw>

Commonly Applied Construction Noise Mitigation Measures and Considerations for Noise Reduction

<https://projects.eao.gov.bc.ca/api/document/5887e0f2f64627133ae5b28e/fetch>

Laborers' Health and Safety Fund of North America

Controlling Noise on Construction Sites -

<https://www.lhsfna.org/LHSFNA/assets/File/bpguide%202014.pdf>

Commonly Applied Construction Noise Mitigation Measures and Considerations for Noise Reduction

The measures below have been adapted from the New South Wales Construction Noise Guideline (August 2008 draft for consultation), Department of Environment and Climate Change, New South Wales, Australia.

General Mitigation Measures

- Include in tenders, employment contracts, subcontractor agreements and work method statements clauses that assure the minimization of noise and compliance with directions from management to minimize noise.
- Give preference to the use quieter technology or other mitigation measures rather than lengthening construction duration (i.e. it is not recommended to lower noise by having fewer pieces of equipment running at a time thereby leading to extended construction duration).
- Regularly train workers and contractors (such as at toolbox talks) to use equipment in ways that minimize noise.
- Ensure that site managers periodically check the site, nearby residences and other sensitive receptors for noise problems so that solutions can be quickly applied.
- Avoid the use of radios and stereos outdoors and the overuse of public address systems where neighbours can be affected.
- Avoid shouting, and minimize talking loudly and slamming vehicle doors.
- Keep truck drivers informed of designated vehicle routes, parking locations, acceptable delivery hours and other relevant practices (e.g. minimizing the use of engine brakes and periods of engine idling).

Night-time Mitigation Measures

- Avoid the use of equipment that generates impulsive noise.
- Minimize the need for reversing alarms.
- Avoid dropping materials from a height.
- Avoid metal-to-metal contact on equipment.
- If possible, schedule truck movements to avoid residential streets.
- Avoid mobile plant clustering near residences and other sensitive receptors.
- Ensure that periods of respite are provided in the case of unavoidable maximum noise level events.

Consultation and Notification

The community is more likely to be understanding and accepting of project noise if related information is provided and is frank, and does not attempt to understate the likely noise level, and if commitments are respected.

Notification Before and During Construction

Provide advance notification to people concerning construction duration, defining activities that are expected to be noisy and their expected duration, what noise mitigation measures are being applied, and when noise respite periods will occur.

For night-time work, receptors may be informed in two stages: two weeks prior to construction and then two days before commencement.

Provide information to neighbours before and during construction through media such as letterbox drops, meetings or individual consultation. In some areas, the need to provide notification in languages other than English may be considered. A Web site may also be established for the project.

Use a site information board at the front of the site with contact details, hours of operation and regular information updates.

Facilitate contact with people to ensure that everyone can see that the site manager understands potential issues, that a planned approach is in place, and that there is an ongoing commitment to minimize noise.

Plant and Equipment

In terms of both cost and results, controlling noise at the source is one of the most effective methods of minimizing the noise impacts from any construction activities.

Quieter Methods

Examine and implement, where feasible and reasonable, alternatives to rock-breaking work methods such as hydraulic splitters for rock and concrete, hydraulic jaw crushers, chemical rock and concrete splitting, and controlled blasting such as penetrating cone fracture.

Consider alternatives to diesel and gasoline engines and pneumatic units such as hydraulic or electric-controlled units where feasible and reasonable. When there is no electricity supply, consider using an electrical generator located away from residences.

Examine and implement, where feasible and reasonable, alternatives to transporting excavated material from underground tunnelling off-site at night-time. (i.e. stockpile material in an acoustically treated shed during the night and load out the following day).

Examine and implement, where feasible and reasonable, alternatives to pile driving using a diesel hammer, such as hydraulic hammer, hydraulic press-in, or vibratory pile driver.

To reduce the impact of backup alarms, examine and consider implementing, where feasible and reasonable, ambient sensitive backup alarms, signal workers, turning circles and side loading/unloading trucks.

Quieter Equipment

Examine different types of machines that perform the same function and compare the noise level data to select the least noisy machine (i.e. rubber-wheeled tractors can be less noisy than steel-tracked tractors).

Pneumatic equipment is traditionally a problem. Consider selecting super-silenced compressors, silenced jackhammers and damped bits where possible.

When renting (or purchasing) equipment, select quieter pieces of plant and construction equipment where feasible and reasonable. As well, select the most effective mufflers, enclosures and low-noise tool bits and blades. Always seek the manufacturer's advice before making modifications to any equipment to reduce noise.

Reduce throttle settings and turn off equipment when it is not being used.

Examine and consider implementing, where feasible and reasonable, the option of reducing noise from metal chutes and bins by placing damping material in the bin.

Equipment Maintenance

Regularly inspect and maintain equipment to ensure that it is in good working order, including the condition of mufflers.

For machines with enclosures, verify that doors and door seals are in good working order and that the doors close properly against the seals.

Return any leased equipment that is causing noise that is not typical for the equipment. The increased noise may indicate the need for repair.

Ensure that air lines on pneumatic equipment do not leak.

Site Mitigation Measures

Barriers and acoustic sheds are most suited to long-term fixed works as in these cases, the associated cost is typically outweighed by the overall time savings.

Plant Location

Place as much distance as possible between the plant or equipment and residences and other sensitive receptors.

Restrict areas in which mobile plants can operate so that they are away from residences and other sensitive receptors at particular times.

Locate site vehicle entrances away from residences and other sensitive receptors.

Carry out noisy fabrication work at another site (e.g. within enclosed factory premises) and then transport products to the project site.

Alternatives to Reversing Alarms

Avoid the use of reversing alarms by designing the site layout to avoid reversing, such as by including drive-through for parking and deliveries.

When applicable legislation permits, consider less annoying alternatives to the typical ‘beeper’ alarms. Examples include smart alarms that are adjustable in volume depending on the ambient level of noise, and multi-frequency alarms that emit noise over a wide range of frequencies.

Maximize Shielding

Re-use existing structures rather than demolishing and reconstructing.

Use full enclosures, such as large sheds, with good seals fitted to doors to control noise from night-time work.

Use temporary site buildings and material stockpiles as noise barriers.

Schedule the construction of permanent walls so that they can be used as noise barriers as early as possible.

Use natural landform as a noise barrier. Place fixed equipment in cuttings or behind earth berms.

Take note of large reflecting surfaces on- and off-site that might increase noise levels, and avoid placing noise-producing equipment in locations where reflected noise will increase noise exposure or reduce the effectiveness of mitigation measures.

Work Scheduling

Schedule noisy work during periods when people are least affected.

Provide Respite Periods

Consult with schools to ensure that noise-generating construction works in the vicinity are not scheduled to occur during examination periods, unless other acceptable arrangements (such as relocation) can be made.

When night work near residences cannot be feasibly or reasonably avoided, restrict the number of nights per week and/or per calendar month that the work is undertaken.

Schedule Activities to Minimize Noise Impacts

Organize work to be undertaken during the recommended standard hours where possible.

If the construction site is in the vicinity of a sports venue, consider scheduling work to avoid times when there are special events.

When work outside the recommended standard hours is planned, avoid scheduling it on Sundays or public holidays.

Schedule work when neighbours are not present (e.g. commercial neighbours, college students and school students may not be present outside business hours or on weekends).

Schedule noisy activities around times of high background noise (i.e. when local road traffic or other local noise sources are active) where possible to provide masking or to reduce the amount that the construction noise intrudes above the background noise.

Deliveries and Access

Nominate an off-site truck parking area away from residences for trucks arriving prior to gates opening and schedule deliveries only during specified periods.

Optimize the number of vehicle trips to and from the site. Movements can be organized to amalgamate loads rather than using a number of vehicles with smaller loads.

Designate access routes to the site through consultation with potentially noise-affected residences and other sensitive receptors, and inform drivers of nominated vehicle routes.

Provide on-site parking for staff and on-site truck waiting areas away from residences and other sensitive receptors. Truck waiting areas may require walls or other barriers to minimize noise.

Noise Transmission Path

Physical methods to reduce the transmission of noise between construction locations and residences or other sensitive receptors are generally suited to construction projects in which there is long-term noise exposure.

Reduce the line-of-sight noise transmission to residences and other sensitive receptors using temporary noise barriers.

Temporary noise barriers can be constructed from boarding (plywood boards, panels of steel sheeting or compressed fibre cement board) with no gaps between the panels at the site boundary. Stockpiles and shipping containers can be effective noise barriers.

Erect temporary noise barriers before work commences to reduce noise from construction as soon as possible.

Where high-rise dwellings adjoin the construction site, the height of a barrier may not be sufficient to effectively shield the upper levels of the residential building from construction noise. Find out whether this is a consideration for the project and examine alternative mitigation measures where needed.