



**AGENDA FOR THE REGULAR MEETING OF COUNCIL,
HELD ELECTRONICALLY FROM CITY HALL,
141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON
MONDAY, FEBRUARY 7, 2022 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. Regular Council Meeting Agenda, February 7, 2022

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, January 31, 2022

PUBLIC INPUT PERIOD

CONSENT AGENDA

Item *3 is listed in the Consent Agenda for consideration.

CORRESPONDENCE

- *3. Board in Brief, Metro Vancouver Regional District, January 28, 2022

PUBLIC HEARING (continued) – 144 West 21st Street
Recessed from January 24 and January 31, 2022

BYLAW – THIRD READING

4. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745)

REPORT

5. Housing Agreement Update – Rezoning Application: 144 West 21st Street

BYLAW – RESCIND SECOND READING

6. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

BYLAW – AMEND SECOND READING AND SECOND READING, AS AMENDED

7. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

BYLAW – THIRD READING

8. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

PUBLIC HEARING – 1712 Lonsdale Avenue

BYLAW – THIRD READING

9. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903” (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)

BYLAWS – ADOPTION

10. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734)
11. “Housing Agreement Bylaw, 2021, No. 8838” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734, Rental Housing Commitments)

PRESENTATIONS

Community Wellbeing Strategy – What We Heard and Next Steps Update
– Manager, Long Range and Community Planning

Information Report, January 26, 2022 – “Community Wellbeing Strategy – What We Heard and Next Steps Update”

Burrard Inlet Rapid Transit (BIRT) and Mayors’ Council 10-Year Vision
– Manager, Transportation Planning

REPORTS

- 12. Burrard Inlet Rapid Transit and Mayors' Council 10-Year Vision
- 13. Utilities Capital Projects End of Year Funding Reallocation
- 14. Bylaw Amendment for Acute Healthcare Buildings and Pilot Study

BYLAW – FIRST, SECOND AND THIRD READINGS

- 15. “Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910” (Acute Healthcare Buildings and Pilot Study)

REPORT

- 16. Indemnification Against Proceedings Bylaw, 2022, No. 8845

BYLAW – FIRST, SECOND AND THIRD READINGS

- 17. “Indemnification Against Proceedings Bylaw, 2022, No. 8845”

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

ADJOURN

CALL TO ORDER

APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, February 7, 2022

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, January 31, 2022

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

Item *3 is listed in the Consent Agenda for consideration.

RECOMMENDATION:

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

START OF CONSENT AGENDA

CORRESPONDENCE

- *3. Board in Brief, Metro Vancouver Regional District, January 28, 2022
– File: 01-0400-60-0006/2020

Re: Metro Vancouver – Board in Brief

RECOMMENDATION:

THAT the correspondence from Metro Vancouver, dated January 28, 2022, regarding the “Metro Vancouver – Board in Brief”, be received and filed.

END OF CONSENT AGENDA

PUBLIC HEARING (continued) – 144 West 21st Street ***Recessed from January 24 and January 31, 2022***

“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745) and “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) would rezone the subject property from a Medium Density Apartment Residential 1 (RM-1) Zone to a Comprehensive Development 745 (CD-745) Zone to permit a 6-storey rental apartment building with 85 units and underground parking.

Third reading of Bylaw Nos. 8896 and 8897 to be considered under Items 4 and 8.

Items 5, 6 and 7 refer.

AGENDA

Staff presentation – *presented on January 24, 2022*

Applicant presentation – *presented on January 24, 2022*

Representations from the public – *received and concluded on January 24, 2022*

Questions of Council – *continued from January 31, 2022*

Motion to conclude the Public Hearing

BYLAW – THIRD READING

4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745) be given third reading.

Items 5, 6, 7 and 8 refer.

REPORT

5. Housing Agreement Update – Rezoning Application: 144 West 21st Street
– File: 13-6700-20-1142/1

Report: Planner 2, January 11, 2022

RECOMMENDATION:

PURSUANT to the report of the Planner 2, dated January 11, 2022, entitled “Housing Agreement Update – Rezoning Application: 144 West 21st Street”:

THAT second reading of “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be rescinded;

THAT “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be amended to include provisions for consistency with policy recommendations for Mid-Market Rental Units;

AND THAT “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be given second reading, as amended.

BYLAW – RESCIND SECOND READING

6. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

RECOMMENDATION:

THAT second reading of “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be rescinded.

BYLAW – AMEND SECOND READING AND SECOND READING, AS AMENDED

7. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

RECOMMENDATION:

THAT second reading of “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be amended and given second reading, as amended.

BYLAW – THIRD READING

8. “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) be given third reading.

PUBLIC HEARING – 1712 Lonsdale Avenue (following Item 8)

“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903” (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) would rezone the subject property to permit a 6-storey, residential (64 units) and commercial (retail and office) mixed-use building.

Bylaw No. 8903 to be considered under Item 9.

AGENDA

Staff presentation
Applicant presentation
Representations from the public
Questions of Council
Motion to conclude the Public Hearing

BYLAW – THIRD READING

9. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903” (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903” (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) be given third reading.

BYLAWS – ADOPTION

10. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

11. “Housing Agreement Bylaw, 2021, No. 8838” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2021, No. 8838” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

PRESENTATIONS

Community Wellbeing Strategy – What We Heard and Next Steps Update
– Manager, Long Range and Community Planning

Information Report, January 26, 2022 – “Community Wellbeing Strategy – What We Heard and Next Steps Update”

PRESENTATIONS – Continued

Burrard Inlet Rapid Transit (BIRT) and Mayors' Council 10-Year Vision
– Manager, Transportation Planning

Item 12 refers.

REPORTS

12. Burrard Inlet Rapid Transit and Mayors' Council 10-Year Vision
– File: 16-8330-10-0003/1

Report: Manager, Transportation Planning, January 26, 2022

RECOMMENDATION:

PURSUANT to the report of the Manager, Transportation Planning, dated January 26, 2022, entitled "Burrard Inlet Rapid Transit and Mayors' Council 10-Year Vision":

THAT Council formally request that the Mayors' Council prioritize the inclusion of Burrard Inlet Rapid Transit in the 10-Year Regional Transit and Transportation Vision given the far reaching regional benefits of the investments outlined in the Benefits Assessment;

AND THAT a copy of this resolution and report be sent to all member municipalities of the TransLink Mayors' Council.

13. Utilities Capital Projects End of Year Funding Reallocation
– File: 11-5210-01-0001/2021

Report: Section Manager, Utilities, January 26, 2022

RECOMMENDATION:

PURSUANT to the report of the Section Manager, Utilities, dated January 26, 2022, entitled "Utilities Capital Projects End of Year Funding Reallocation":

THAT the transfer of \$65,000 from Project 56083 – East 3rd Street and Lonsdale Avenue to St. Davids Avenue, \$71,000 from Project 56095 – New Water Main 2100 Block St. Georges Avenue and \$55,000 from Project 56096 – New Water Main 2200 Block St. Georges Avenue Project to Project 56098 – St. Andrews Avenue Water Main Replacement be approved;

THAT the transfer of \$127,000 from Project 56015 – Connection Replacement and \$50,000 from Project 56003 – Water Meters to Project 56004 – Connection Installation be approved;

Continued...

REPORTS – Continued

13. Utilities Capital Projects End of Year Funding Reallocation
– File: 11-5210-01-0001/2021 – Continued

THAT the transfer of \$45,000 from Project 54006 – Inspection Chamber and Connection Rehabilitation, \$42,000 from Project 54074 – Sanitary Sewer Private Side I&I and \$105,000 from Project 54073 – Sanitary Sewer Repair and Replacement to Project 54002 – Sanitary Sewer Connection be approved;

THAT the transfer of \$62,500 from Project 55057 – Storm Main Infill to Project 55002 – Storm Sewer Connection be approved;

AND THAT should any of the amounts remain unexpended as at December 31, 2024, the unexpended balances shall be returned to the credit of the respective fund.

14. Bylaw Amendment for Acute Healthcare Buildings and Pilot Study
– File: 11-5500-06-0001/1

Report: Chief Executive Officer, Lonsdale Energy Corp., January 26, 2022

RECOMMENDATION:

PURSUANT to the report of the Chief Executive Officer, Lonsdale Energy Corp., dated January 26, 2022, entitled “Bylaw Amendment for Acute Healthcare Buildings and Pilot Study”:

THAT “Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910” (Acute Healthcare Buildings and Pilot Study) be considered.

Item 15 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

15. “Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910” (Acute Healthcare Buildings and Pilot Study)

RECOMMENDATION:

THAT “Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910” (Acute Healthcare Buildings and Pilot Study) be given first, second and third readings.

REPORT

16. Indemnification Against Proceedings Bylaw, 2022, No. 8845
– File: 09-3900-02-0001/2022

Report: City Solicitor, January 26, 2022

RECOMMENDATION:

PURSUANT to the report of the City Solicitor, dated January 26, 2022, entitled “Indemnification Against Proceedings Bylaw, 2022, No. 8845”:

THAT “Indemnification Against Proceedings Bylaw, 2000, No. 7239” be repealed;

AND THAT “Indemnification Against Proceedings Bylaw, 2022, No. 8845” be considered.

Item 17 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

17. “Indemnification Against Proceedings Bylaw, 2022, No. 8845”

RECOMMENDATION:

THAT “Indemnification Against Proceedings Bylaw, 2022, No. 8845” be given first, second and third readings.

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

ADJOURN



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

PUBLIC HEARING GUIDELINES FOR ELECTRONIC MEETINGS

Public Hearings are included as part of a Regular Council agenda and governed by the provisions of the *Local Government Act*.

A Public Hearing is held to allow the public an opportunity to make representations to Council – in person at the Public Hearing or by written submission – on a proposed amendment to the City's Official Community Plan and/or Zoning Bylaw. All persons who believe their interest in property is affected by a proposed bylaw(s) are afforded a reasonable opportunity to be heard, voice concerns or present written submissions regarding matters contained within the bylaw(s).

All written submissions and representations made at the Public Hearing form part of the official public record. Minutes of the Public Hearing and a video recording of the proceedings will be posted on the City's website at cnv.org.

All written submissions must include the person's name and address. If this information is not provided, it cannot be included as part of the public record. Electronic submissions are preferred, and hand-delivered or mailed submissions will also be accepted. The deadline to submit email submissions is 12:00 noon on the day of the Public Hearing. Due to COVID-19, safety quarantine restrictions have been put in place and the deadline for submissions by mail or delivery to City Hall is 4:00 pm on the Friday prior to the Monday Public Hearing (a minimum of one clear day prior to the Public Hearing).

If persons wish to speak at the Public Hearing, we ask that everyone pre-register to be placed on the speaker's list. The pre-registration form is available at cnv.org/PublicHearings, or speakers can pre-register by contacting the Corporate Officer's office. All pre-registrations must be submitted no later than 12:00 noon on the day of the Public Hearing, to allow City staff time to contact all participants and provide them with call-in/online access instructions.

Comments from the public must specifically relate to the proposed bylaw(s). Speakers are asked to avoid repetitive comments and not to divert to other matters.

Speakers will be asked to confirm their name and address for the record and will be provided one, 5-minute opportunity to present their comments. There will be no opportunity to speak a second time. After all persons who have pre-registered have spoken, the Mayor (Chair) will ask if anyone else from the public has new information to provide. Speakers who have not pre-registered will also have an opportunity to provide input at cnv.org/PublicHearings. Call-in details will be displayed on-screen at the Public Hearing (watch web livestream). Once all registered speakers have provided input, the Mayor will call for a recess to allow additional speakers time to phone in.

Continued...



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

PUBLIC HEARING GUIDELINES FOR ELECTRONIC MEETINGS (continued)

Everyone will be given a reasonable opportunity to be heard and no one should feel discouraged or prevented from making their views known. The City asks for everyone's patience during the electronic Public Hearing.

Procedural rules for the conduct of the Public Hearing are set at the call of the Chair and Council's main function is to listen to the views of the public regarding the change of land use in the proposed bylaw(s). It is not the function of Council to debate the merits of an application with speakers. Questions from members of the public and Council must be addressed through the Chair.

Once the Public Hearing concludes, no further information or submissions can be considered by Council.

Following adjournment of the Public Hearing, the Regular meeting reconvenes and the Zoning and/or Official Community Plan bylaw amendment(s) are discussed and debated by members of Council, followed by consideration of third reading of the bylaw(s).

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**MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD
ELECTRONICALLY FROM CITY HALL, 141 WEST 14TH STREET, NORTH
VANCOUVER, BC, ON **MONDAY, JANUARY 31, 2022****

PRESENT

COUNCIL MEMBERS

Mayor L. Buchanan
Councillor H. Back
Councillor D. Bell
Councillor A. Girard
Councillor T. Hu
Councillor J. McIlroy
Councillor T. Valente

STAFF MEMBERS

L. McCarthy, CAO
K. Graham, Corporate Officer
B. Pearce, Deputy CAO / Director, Strategic and Corporate
Services
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
E. Chow, Planner
D. Johnson, Planner
M. Hunter, Deputy Director, Engineering, Parks and Environment
R. Skene, Director, Community and Partner Engagement
P. Duffy, Manager, Bylaw Services
T. Huckell, Committee Clerk

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

Councillor Hu and Mayor Buchanan wished the community a happy Lunar New Year – Year of the Tiger.

APPROVAL OF AGENDA

Moved by Councillor Bell, seconded by Councillor Back

1. Regular Council Meeting Agenda, January 31, 2022

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Moved by Councillor Girard, seconded by Councillor Valente

2. Regular Council Meeting Minutes, January 24, 2022

CARRIED UNANIMOUSLY

PROCLAMATIONS

Mayor Buchanan declared the following proclamations:

Heart Month – February 2022 – read by Councillor Bell
Black History Month – February 2022

PUBLIC INPUT PERIOD

Nil.

CONSENT AGENDA

Moved by Councillor Back, seconded by Councillor Bell

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

CARRIED UNANIMOUSLY

START OF CONSENT AGENDA

BYLAWS – ADOPTION

- *3. “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2022, No. 8906” (2022 Development Application Fee Review)

Moved by Councillor Back, seconded by Councillor Bell

THAT “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2022, No. 8906” (2022 Development Application Fee Review) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

- *4. “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2022, No. 8907” (2022 Development Application Fee Review)

Moved by Councillor Back, seconded by Councillor Bell

THAT “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2022, No. 8907” (2022 Development Application Fee Review) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

END OF CONSENT AGENDA

PUBLIC HEARING (continued) – 144 West 21st Street – Recessed from January 24, 2022

Moved by Councillor Girard, seconded by Councillor Bell

THAT the meeting recess to the Public Hearing regarding “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745) and “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments).

CARRIED UNANIMOUSLY

The meeting recessed to the Public Hearing at 5:41 pm.

Moved by Mayor Buchanan, seconded by Councillor Bell

THAT the applicant consider and respond to Council regarding:

- Reducing the height of the building by one storey (to a total of 5 storeys);
- Recessing the massing of the fifth floor consistent with what is currently proposed for the fifth floor; and
- Moving the building footprint 6 feet southward.

CARRIED UNANIMOUSLY

Moved by Councillor Bell, seconded by Councillor Back

THAT the Public Hearing recess and be continued at the Regular Council meeting of February 7, 2022 at 5:30 pm.

CARRIED UNANIMOUSLY

The Regular meeting reconvened at 6:32 pm.

Moved by Councillor Bell, seconded by Councillor Back

THAT Items 5, 6, 7, 8 and 9 be removed from the agenda and deferred to the Regular Council meeting of February 7, 2022.

CARRIED UNANIMOUSLY

PUBLIC HEARING – 1825 Lonsdale Avenue

Moved by Councillor Back, seconded by Councillor Bell

THAT the meeting recess to the Public Hearing regarding “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8900” (Affinity Cannabis / Ruby Sandher, 1825 Lonsdale Avenue, CD-747).

CARRIED UNANIMOUSLY

The meeting recessed to the Public Hearing at 6:33 pm and reconvened at 7:21 pm.

BYLAW – THIRD READING

10. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8900” (Affinity Cannabis / Ruby Sandher, 1825 Lonsdale Avenue, CD-747)

Moved by Councillor McIlroy, seconded by Councillor Valente

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8900” (Affinity Cannabis / Ruby Sandher, 1825 Lonsdale Avenue, CD-747) be given third reading.

CARRIED

Councillor Bell is recorded as voting contrary to the motion.

REPORTS

11. Harry Jerome Community Recreation Centre Financial Strategy
– File: 05-1705-01-0001/2022

Report: Chief Financial Officer, January 21, 2022

Moved by Councillor Girard, seconded by Councillor Hu

PURSUANT to the report of the Chief Financial Officer, dated January 21, 2022, entitled “Harry Jerome Community Recreation Centre Financial Strategy”:

THAT the Harry Jerome Community Recreation Centre Financial Strategy, as presented, be endorsed.

CARRIED UNANIMOUSLY

12. Harry Jerome Community Recreation Centre Loan Authorization Bylaw
– File: 05-1705-01-0001/2022

Report: Chief Financial Officer, January 21, 2022

Moved by Councillor Girard, seconded by Councillor Back

PURSUANT to the report of the Chief Financial Officer, dated January 21, 2022, entitled “Harry Jerome Community Recreation Centre Loan Authorization Bylaw”:

THAT “Harry Jerome Community Recreation Centre Loan Authorization Bylaw, 2022, No. 8909” be considered;

AND THAT the Corporate Officer be directed to submit “Harry Jerome Community Recreation Centre Loan Authorization Bylaw, 2022, No. 8909” to the Ministry of Municipal Affairs and Housing for review and approval by the Inspector of Municipalities.

CARRIED UNANIMOUSLY

BYLAW – FIRST, SECOND AND THIRD READINGS

13. “Harry Jerome Community Recreation Centre Loan Authorization Bylaw, 2022, No. 8909”

Moved by Councillor Girard, seconded by Councillor Back

THAT “Harry Jerome Community Recreation Centre Loan Authorization Bylaw, 2022, No. 8909” be given first and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Girard, seconded by Councillor Back

THAT “Harry Jerome Community Recreation Centre Loan Authorization Bylaw, 2022, No. 8909” be given third reading.

CARRIED UNANIMOUSLY

REPORTS

14. Temporary Use Permit – 502 East 3rd Street – Pop-Up Garden Centre
– File: 08-3400-20-0070/1

Report: Planner 2, January 19, 2022

Moved by Councillor Bell, seconded by Councillor Back

PURSUANT to the report of the Planner 2, dated January 19, 2022, entitled “Temporary Use Permit – 502 East 3rd Street – Pop-Up Garden Centre”:

THAT Temporary Use Permit No. PLN2021-00025 (Greater Vancouver Transportation Authority), to permit a pop-up retail garden centre (Retail-Service Group 2 Use) at 502 East 3rd Street for a three-year term, be considered and referred to a Public Meeting;

AND THAT notification be circulated in accordance with the *Local Government Act*.

CARRIED UNANIMOUSLY

15. Rezoning Application: 133 East 4th Street – Amend Third Reading
– File: 08-3400-20-0035/1

Report: Manager, Development Planning, January 12, 2022

Moved by Councillor Valente, seconded by Councillor Girard

PURSUANT to the report of the Manager, Development Planning, dated January 12, 2022, entitled “Rezoning Application: 133 East 4th Street – Amend Third Reading”:

THAT third reading of “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be rescinded;

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be amended as follows:

- By removing the wording under Section 3.B(12) and replacing it with the following:

“Section 507(5)(h) Child Care Use is varied to allow a maximum of 24 children in care at any one time.”; and
- By adding the following wording after section 12:

“(13) Part 2 Interpretation; under the definition of “Gross Floor Area (19)”, subsections (a) and (b) be waived”;

Continued...

REPORTS – Continued

15. Rezoning Application: 133 East 4th Street – Amend Third Reading
– File: 08-3400-20-0035/1 – Continued

AND THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be given third reading, as amended.

CARRIED

Councillor Back and Councillor Bell are recorded as voting contrary to the motion.

BYLAW – RESCIND THIRD READING

16. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734)

Moved by Councillor Valente, seconded by Councillor Girard

THAT third reading of “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be rescinded.

CARRIED

Councillor Back and Councillor Bell are recorded as voting contrary to the motion.

BYLAW – AMEND THIRD READING AND THIRD READING, AS AMENDED

17. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734)

Moved by Councillor Valente, seconded by Councillor Girard

THAT third reading of “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734) be amended and given third reading, as amended.

CARRIED

Councillor Back and Councillor Bell are recorded as voting contrary to the motion.

REPORT

18. 542 West 14th Street – Remedial Action Order (Site Clean-up)
– File: 09-3900-01-0001/2022

Report: Manager, Bylaw Services, January 19, 2022

Moved by Councillor Valente, seconded by Councillor McIlroy

PURSUANT to the report of the Manager, Bylaw Services, dated January 19, 2022, entitled “542 West 14th Street – Remedial Action Order (Site Clean-up)” and whereas Division 12 of Part 3 of the *Community Charter* authorizes Council to impose a remedial action requirement on the owner of a building or other structure, and any matter or thing that is in or about any such building or structure, including a requirement to remove the matter or thing or otherwise deal with it in accordance with the directions of Council or a person authorized by Council, where such things are a nuisance or so dilapidated or unclean as to be offensive to the community:

THAT Council, after considering the report and viewing the photographs of the property having a civic address of 542 West 14th Street, North Vancouver, legally described as: PID 005-286-484; Lot E, Block 45, District Lot 271, Plan 21017 (the “Property”) and the residence on the Property (the “Structure”):

- i. DECLARES, pursuant to the authority provided in Section 74 of the *Community Charter*, that the exterior of the Property surrounding the Structure is filled with an excessive quantity of debris, including but not limited to: scrap wood, metal, tools, paint cans, cardboard boxes, woven bags, small kitchen appliances, bookcase, furniture, canoe, kayak, as referenced in the photographs of Attachment #1 (the “Debris”) are a nuisance and are so unclean as to be offensive to the community; and
- ii. IMPOSES, pursuant to the authority provided in Section 72 of the *Community Charter*, the following remedial action requirements (the “Remedial Action Order”) to be completed by the registered owner in fee simple of the Property (the “Owner”) at their sole cost within 45 days, commencing on the date that notice of this Remedial Action Order is sent to the Owner:
 - Removing all the objects, materials and debris including but not limited to: scrap wood, metal, tools, paint cans, cardboard boxes, woven bags, small kitchen appliances, bookcase, furniture, canoe, kayak as set out in the photographs of Attachment #1 (the “Debris”) from the exterior portions of the Property and either storing such Debris off-site or disposing of such Debris at the Owner’s sole cost at appropriate facilities;

THAT the Manager, Bylaw Services, be directed to provide notice pursuant to the requirements of Section 77 of the *Community Charter*, of the Remedial Action Order to the Owner and to each holder of a registered charge in relation to the Property whose name is included on the assessment roll;

Continued...

REPORT – Continued

18. 542 West 14th Street – Remedial Action Order (Site Clean-up)
– File: 09-3900-01-0001/2022 – Continued

THAT the time limit for a notice to request Council reconsideration of the Remedial Action Order be set at 14 days, commencing on the date that notice of the Remedial Action Order is sent to the Owner;

AND THAT, in the event that the Owner has not fully complied with the Remedial Action Order within 45 days of the date that notice of the Remedial Action Order is sent to the Owner, staff and contractors of the City be authorized to take all appropriate actions in accordance with Section 17 of the *Community Charter*, including carrying out any and all of the requirements set out in the Remedial Action Order, with all costs incurred by the City to be at the expense of the Owner and recoverable from the Owner in accordance with Sections 17, 80, 258 or 259 of the *Community Charter*.

CARRIED UNANIMOUSLY

COUNCIL INQUIRIES / REPORTS

Nil.

NEW ITEMS OF BUSINESS

Nil.

NOTICES OF MOTION

Nil.

RECESS TO CLOSED SESSION

Moved by Councillor Valente, seconded by Councillor Back

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

CARRIED UNANIMOUSLY

The meeting recessed to the Committee of the Whole, Closed Session, at 8:19 pm and reconvened at 8:47 pm.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

REPORTS

19. Disposition of Lane – 300 Block East 13th Street – File: 02-0890-01-0001/2021

Report: Manager, Real Estate, and Planner 2, November 10, 2021

Moved by Councillor Girard, seconded by Councillor Valente

PURSUANT to the report of the Manager, Real Estate, and the Planner 2, dated November 10, 2021, entitled “Disposition of Lane – 300 Block East 13th Street”, and subject to a successful rezoning of the 300 Block East 13th Street properties (the “Subject Site”), which is owned by Vancouver Coastal Health Authority:

THAT staff bring forward a bylaw to stop up, close and raise title to a portion of the lane adjacent to 318 East 13th Street (the “Lane”), as shown in Attachment 1;

THAT the Mayor and Corporate Officer be authorized to execute a Purchase and Sale Agreement with Vancouver Coastal Health Authority for a nominal fee of \$1.00 for the transfer of the Lane, including raising title to the Lane and transferring the Lane, subject to consolidation with the adjacent properties owned by Vancouver Coastal Health Authority, as outlined in Option 1 of the report;

THAT the dedication of a new laneway be secured to connect the remaining laneway to St. Andrews Avenue, as detailed in Attachment 1;

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

THAT notice of the highway closure, removal of highway dedication, notice of disposition and notice of assistance to Vancouver Coastal Health Authority be given in accordance with the *Community Charter*;

THAT any proceeds of the sale of the Lane be directed to the Civic Amenity Reserve Fund;

AND THAT the report of the Manager, Real Estate, and the Planner 2, dated November 10, 2021, entitled “Disposition of Lane – 300 Block East 13th Street”, remain in the Closed session.

CARRIED UNANIMOUSLY

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION) – Continued

REPORTS – Continued

20. Legal Advice / Proposed Service – File: 11-5500-06-0001/1

Report: Chief Executive Officer, Lonsdale Energy Corp., January 19, 2022

Moved by Councillor Girard, seconded by Councillor Valente

PURSUANT to the report of the Chief Executive Officer, Lonsdale Energy Corp., dated January 19, 2022, regarding legal advice and a proposed service:

THAT the action taken by the Committee of the Whole (Closed Session) be ratified;

AND THAT the wording of the recommendation and the report of the Chief Executive Officer, Lonsdale Energy Corp., dated January 19, 2022, remain in the Closed session.

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Back, seconded by Councillor Girard

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 8:48 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER

For Metro Vancouver meetings on Friday, January 28, 2022

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver. For more information, please contact: media@metrovanancouver.org.

Metro Vancouver Regional District

E1.1 Comments on the Draft of Metro 2050 and Proposed Next Steps**REFERRED**

Metro Vancouver received extensive comments on the draft of *Metro 2050*, the update to the regional growth strategy, which was referred out for a five-month comment period in July 2021. The vast majority of comments received were supportive of the vision, goals and new elements of Metro 2050, including the policies related to transit-oriented affordable housing, social equity, climate action, resilience, reconciliation, and environmental protection. There were also questions of clarification and constructive suggestions and editing requests submitted. This report presents all comments received as well as recommended changes, as applicable, to the policy language of *Metro 2050* in response to comments.

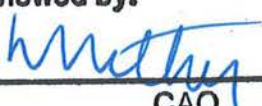
The Board referred the draft strategy back to staff for one month, to explore the potential for stronger climate action and to work with member jurisdictions to resolve any outstanding concerns.

E1.2 Metro 2050 Bylaw Approvals Process**RECEIVED**

This report outlines the process and timeline for consideration of approving *Metro 2050*. To adhere to the Board-directed timeline for the approval of *Metro 2050* within this local election cycle, the timeline for the upcoming approvals phase, consistent with the requirements of the *Local Government Act*, is as follows:

- January – Regional Planning Committee and MVRD Board receive comments on the draft *Metro 2050*, as well as recommended changes.
- February – Regional Planning Committee and MVRD Board to consider first and second readings of the *Metro 2050* bylaw and schedule the public hearing.
- March – Metro Vancouver to provide notice and host a Public Hearing, and MVRD Board to consider third reading of the *Metro 2050* bylaw and refer for acceptance by affected local governments.
- April / May – Affected local government acceptance period.
- July – MVRD Board to receive affected local government acceptances and consider fourth reading and adoption of the *Metro 2050* bylaw.

The Board received the report for information.

Reviewed by:  CAO

E1.3 Land Cover Classification and Sensitive Ecosystem Inventory Update – Scope of Work**RECEIVED**

This report provides an overview of the proposed process to update Metro Vancouver's Land Cover Classification dataset and the Sensitive Ecosystem Inventory. Generated using sensing imagery, the Land Cover Classification provides a map of general land features while the Sensitive Ecosystem Inventory identifies the most ecologically important areas in the region. While Metro Vancouver uses these important GIS datasets for *Metro 2040* performance monitoring and reporting, they are also critical resources for internal and external stakeholders across the region. This project will ensure that the datasets reflect changes to the region's landscapes since 2014, identify the gains and losses in sensitive ecosystems, and inform future updates to Map 11 (Sensitive Ecosystem Inventory) in *Metro 2050*. The project is expected to be completed by the spring of 2023.

The Board received the report for information.

E2.1 Update on Metro Vancouver Zero Emissions Innovation Centre**RECEIVED**

This report presents an annual report on the activities of the Metro Vancouver Zero Emissions Innovation Centre (ZEIC) which is the region's new Low Carbon Cities Canada (LC3) Centre. It is one of seven LC3 centres across the country with a mandate to accelerate urban climate solutions through capacity building, policy reform, research, demonstration projects, and financial innovation related to green buildings, zero emissions transportation and renewable energy. ZEIC's work will support industry, local governments, and other agencies as they advance a wide range of actions to reduce greenhouse gas emissions in line with adopted plans and targets, including Metro Vancouver's *Climate 2050*. Since the March 2021 update to the Climate Action Committee, the inaugural ZEIC Board has been established and Director McCutcheon endorsed by the MVRD Board as the Metro Vancouver representative, an Executive Director has been hired, the Federation of Canadian Municipalities has received the centre's "readiness requirements" for LC3s, and ZEIC is expecting to receive the \$21.7 million federal endowment early in 2022.

The Board received the report for information.

E3.1 Regional Parks Plan Update – Draft Plan and Proposed Engagement Process**APPROVED**

This report presents a draft *Regional Parks Plan* and outlines the proposed process for engagement. The updated plan provides strategic direction to guide the work of Regional Parks and progress towards the vision of a regional parks system that is "protected and resilient, connecting people to nature, with benefits for all." The *Regional Parks Plan* identifies how key challenges will be met and opportunities leveraged, and provides an action plan to address priorities over the next decade.

The proposed engagement with member jurisdictions, First Nations, agencies, stakeholders, and the public will help further refine the draft plan.

The Board endorsed the draft *Regional Parks Plan* and authorized staff to proceed with the public engagement process as presented.



E4.1 2021 Zero Waste Conference

RECEIVED

Metro Vancouver's annual Zero Waste Conference engages with important stakeholders to share new knowledge, experiences, and practices related to Metro Vancouver's journey to waste prevention and the transition to a circular economy. With a program designed to provide the rationale and the means for constructing a path to an alternative to the dystopian future suggested by the climate catastrophes and the on-going pandemic, the 2021 conference featured five thought-provoking and inspiring keynotes who posed elements of a resilient, carbon neutral and circular future. Five interactive sessions had speakers providing opportunities and potential actions in design and policy to enable this future, including eight innovators who introduced how entrepreneurial spirit coupled with innovation can contribute to positive change.

With 443 registrants, feedback included: "This conference was full of good insights and inspiration. My takeaway is that the journey towards a circular future is a tapestry in which we are all working together. Thanks to all of you for this special day that I am sure will be a milestone."

The Board received the report for information.

E5.1 Appointment of Election Officials for the 2022 General Local Election

APPROVED

In accordance with the *Local Government Act*, the 2022 General Local Election for the Regional Director of MVRD Electoral Area A will be held on Saturday, October 15, 2022. For the purposes of conducting the election, the Board must appoint a Chief Election Officer and Deputy Chief Election Officer.

The Board appointed Katie Karn as Chief Election Officer and Janis Knaupp as Deputy Chief Election Officer for the 2022 General Local Election for the Regional Director of MVRD Electoral Area A.

E5.2 Metro Vancouver Flood Resiliency Task Force

RECEIVED

This report provides information on Metro Vancouver's new Flood Resiliency Task Force, created by Chair Dhaliwal, in response to the catastrophic flooding experienced by the lower mainland in November and December 2021.

The task force will provide advice and recommendations to the Metro Vancouver Board and to those appointed to the Leadership Committee of the Lower Mainland Flood Management Strategy on issues related to flood resiliency.

The Board received the report for information.

G1.1 MFA Spring 2022 Borrowing for City of Langley – MVRD Security Issuing Bylaw No. 1338, 2021**APPROVED**

Metro Vancouver received a request from the City of Langley to borrow \$7,500,000 to fund the acquisition of strategic parcels of land. This request has been approved by Langley's respective council by way of Loan Authorization Bylaw and Security Issuing Resolution as required under provincial legislation.

The Board gave consent to the request for financing from the City of Langley in the amount of \$7,500,000 pursuant to Sections 182(1)(b) and 182(2)(a) of the Community Charter; gave first, second and third readings to a bylaw to authorizing an agreement respecting financing between the Metro Vancouver Regional District and the Municipal Finance Authority of British Columbia; passed and finally adopted said bylaw and forwarded it to the Inspector of Municipalities for Certificate of Approval.

G2.1 MVRD Non-Road Diesel Engine Emission Regulation Amending Bylaw No. 1337, 2021**APPROVED**

Staff proposed minor amendments to Metro Vancouver Regional District *Non-Road Diesel Engine Emission Regulation Bylaw* to provide clarity and address operational issues. The amendments clarify that the prohibition on operating Tier 0 and Tier 1 non-road diesel engines near hospitals, elementary schools, and community care facilities does not apply to emergency generators. There will also be more clarity around the ability to operate Tier 0 and Tier 1 non-road diesel engines that use approved emission reduction measures (ERM). The proposed amendments will better align the minimum emission standard that will apply to ERM installed on previously prohibited engines with other bylaw provisions related to prohibited engines.

The Board gave first, second and third readings to Metro Vancouver Regional District *Non-Road Diesel Engine Emission Regulation Amending Bylaw No. 1337, 2021*, then passed and finally adopted said bylaw.

G3.1 Regional Growth Strategy Amendment Bylaw No. 1326 – 228 175A Street, City of Surrey**APPROVED**

In October 2021, Metro Vancouver initiated a Type 3 minor amendment to the regional growth strategy, and gave first, second and third readings to an amending bylaw to re-designate the property at 228 175A Street from its current regional land use designation of "Mixed Employment" to "General Urban" to allow for the construction of new residential and commercial uses and an assisted living facility on the site. As required by the *Local Government Act* and *Metro 2040*, Metro Vancouver notified affected local governments and agencies of the proposed amendment. Five responses were received during the notification period, with four indicating no objection to the amendment bylaw and one expressing opposition.

The Board received for information the comments from the affected local governments and then passed and finally adopted Metro Vancouver Regional District *Regional Growth Strategy Amendment Bylaw No. 1326, 2021*.

G3.2 Regional Growth Strategy Amendment Bylaw No. 1327 – Cloverdale Hospital Site, City of Surrey **APPROVED**

In October 2021, Metro Vancouver initiated a Type 3 minor amendment to the regional growth strategy, and gave first, second and third readings to an amending bylaw to re-designate the property at 5510 180 Street in Surrey from its current regional land use designation of “Industrial” to “Mixed Employment” to allow for the construction of a new a hospital and cancer centre on the site. As required by the *Local Government Act* and *Metro 2040*, Metro Vancouver notified affected local governments and agencies of the proposed amendment. Five responses were received during the notification period, each expressing no objection to the amendment bylaw.

The Board received for information the comments from the affected local governments and agencies then passed and finally adopted Metro Vancouver Regional District *Regional Growth Strategy Amendment Bylaw No. 1327, 2021*.

G3.3 Regional Growth Strategy Amendment Bylaw No. 1328 – South Campbell Heights, City of Surrey **REFERRED**

In October 2021, Metro Vancouver initiated a Type 3 minor amendment to the regional growth strategy, and gave first, second and third readings to an amending bylaw to extend the Urban Containment Boundary by 223.7 hectares and re-designate lands with a “Rural” regional land use designation within a Special Study Area to: “Mixed Employment” (160.8 ha); “Conservation and Recreation” (55.5 ha); and “Agricultural” (12.1 ha). It would also re-designate 13.4 hectares of existing “Mixed Employment” designated lands within the Urban Containment Boundary to “Conservation and Recreation.” The proposed amendment is a Type 3 minor amendment because the area is a Special Study Area in the regional growth strategy. As required by the *Local Government Act* and *Metro 2040*, Metro Vancouver notified affected local governments and agencies of the proposed amendment. Eight responses were received from affected local governments and agencies, one response was received from Semiahmoo First Nation, and two memoranda were provided by Metro Vancouver utilities.

The Board referred the matter back to staff with instruction to discuss concerns that have been raised by the Board with City of Surrey staff.

I 1 Committee Information Items and Delegation Summaries **RECEIVED**

The Board received information items and delegation summaries from standing committees.

Performance and Audit Committee – January 13, 2022

Information Items:

5.1 MVRD Audit Plan from BDO Canada LLP

Metro Vancouver districts and the Metro Vancouver Housing Corporation are required under provincial legislation to prepare annual financial statements, audited by a public accounting firm and approved by the Board, by May 15 each year.

The 2021 annual financial statements, along with the draft auditors' report, will be presented to the Performance and Audit Committee at its April meeting, prior to Board approval. Attached for information is the audit planning report prepared by BDOCanada LLP, Metro Vancouver's auditors.

This report outlines the audit approach, key audit areas, auditor responsibilities, and audit deliverables. In addition, the report highlights a number of upcoming accounting standards, the most significant being the asset retirement obligation requirement, effective fiscal year 2023.

Management has started an impact assessment for this standard and will report back to the committee on a continuous basis throughout the project.

5.4 Tender/Contract Award Information – September 2021 to November 2021

During the period between September 1 and November 30, 2021, the Purchasing and Risk Management Division issued 27 new contracts, each with a value in excess of \$500,000 (exclusive of taxes). All awards and amendments were issued in accordance with the *Officers and Delegation Bylaws 1208, 284 and 247 – 2014* and the Procurement and Real Property Contracting Authority Policy.

Regional Planning Committee – January 14, 2022

Delegation Summaries:

3.1 Alex Boston, Renewable Cities, Simon Fraser University

Climate Action Committee – January 14, 2022

Delegation Summaries:

3.1 Alex Boston, Renewable Cities, Simon Fraser University

3.2 Christy Juteau, A Rocha

Information Items:

5.4 Metro Vancouver Regional Consumption-Based Emissions Inventory

Metro Vancouver developed a consumption-based emissions inventory (CBEI) to provide a comprehensive understanding of greenhouse gas emissions, as a complement to the in-region (territorial) emissions inventory. The CBEI extends the analysis to account for embodied emissions that occur outside the region's geographical boundary, but are associated with goods and services that are consumed within the region. The CBEI helps complete the picture of how in-region economic activity and consumption habits influence greenhouse gas emissions globally. This approach informs the development of potential emission reduction plans, policies, and regulations at the regional and municipal levels to reduce not only territorial but also embodied emissions. Consumption-based greenhouse gas emissions are 23.3 million tonnes, compared to the 2015 in-region emissions estimate of 14.8 million tonnes.

Greater Vancouver Water District

E1.1 Award of Contract Resulting from Request for Qualifications (RFQ) No. 21-183: Supply and Delivery of Large Diameter Steel Pipe – Coquitlam Main No. 4

APPROVED

The new Coquitlam Main No. 4 will address a capacity shortfall in the existing Coquitlam conveyance system, and will provide additional capacity for the future Coquitlam Lake Water Supply Project. The 12 km long Coquitlam Main No. 4 consists of four sections and is being designed and constructed in stages with the first south section commencing in fall 2022, in advance of the City of Coquitlam's Pipeline Road upgrade project, which is scheduled to start in fall 2023. Pre-supply of steel pipe by Metro Vancouver is required due to the long lead time (estimated at 9 months) for pipe supply. The current target year for completion and commissioning of the Coquitlam Main No. 4 in its entirety is 2029.

The Board approved the award of a contract in an amount of up to \$15,739,689 USD (exclusive of taxes) to Northwest Pipe Company resulting from Request for Qualifications No. 21-183 Supply and Delivery of Large Diameter Steel Pipe - Coquitlam Main No. 4, subject to final review by the Commissioner.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items from a standing committee.

Water Committee – January 12, 2022

Information Items:

5.2 Quality Management System for Drinking Water Update

The *Quality Management System for Drinking Water* (QMSDW) applies to Metro Vancouver's activities and staff associated with all operational aspects of the drinking water catchment, treatment and water transmission system that supplies drinking water to the GVWD's customers. The QMSDW establishes a process to ensure the goals of the *Drinking Water Management Plan* are attained and continuous improvement is promoted in the provision of clean, safe drinking water to the region. The QMSDW operational plan documents processes and procedures based on requirements of the referenced *Ontario Drinking Water Quality Management Standard*. A formal annual internal audit is planned to confirm performance of the QMSDW, including risk assessment outcomes and implementation of critical control measures.

5.3 Regional Water Supply System Lifeline Study: Seismic Vulnerability Assessment

This study is an update to the previous study that was completed in 1993. The current 2021 study investigated the seismic vulnerabilities of Metro Vancouver's water mains, and all other facilities excluding dams. In this report, the water mains and facilities were evaluated for earthquakes with a 1 in 2,475-year and 1 in 10,000-year return period, respectively, per Metro Vancouver's seismic design criteria and draft 2020 *National Building Code of Canada* requirements. This study recommends additional site-specific assessments and structural analysis for facilities to improve the predictions of seismic damage. The study also provides recommendations on other seismic resiliency measures.

Greater Vancouver Sewage and Drainage District

E1.1 2022 Liquid Waste Capital Projects

RECEIVED

The GVS&DD Board approves an annual capital budget for the liquid waste system. This report provides the Board with information regarding the location of the different projects that were approved for 2022.

The Board received the report for information.

E1.2 Grant Funding Application for the North Surrey Interceptor Flow Management Sanitary Sewer Overflow Tank

APPROVED

A grant application for the North Surrey Interceptor (NSI) Flow Management Sanitary Sewer Overflow Tank in the amount of \$27 million has been prepared for submission to the third intake of the Investing in Canada Infrastructure Program Environmental Quality program. The deadline for applications was January 26, 2022 and endorsement of the application by the appropriate authorized governing body is required to show funding commitment from the applicant. If successful in receiving funding, Metro Vancouver would be responsible for its share, which would total \$67.5 million of the project's total cost (\$94.5 million), as well as cost overruns.

The project stems from Metro Vancouver's commitment to reduce sanitary sewer overflows as part of the *Integrated Liquid Waste and Resource Management Plan* for the region. The overall goal of this project is to provide a storage tank to reduce sanitary sewage overflows from the NSI that currently flow into the Fraser River and to contribute to meeting Metro Vancouver's commitment to eliminate overflows for one in five years, 24-hour duration rainfall or snow melt events. Funding for this project is under the NSI Flow Management project, which is included in the GVS&DD 2022 Budget and 2022 – 2026 Financial Plan.

The Board endorsed an application for grant funding of \$27 million for the North Surrey Interceptor Flow Management Sanitary Sewer Overflow Tank through the Investing in Canada Infrastructure Program – Environmental Quality.

E2.1 Flood Emergency Response: Regional Solid Waste System Impacts Summary

RECEIVED

The resilience of the regional solid waste system was highlighted during the recent flood emergency. Metro Vancouver's approach of using multiple disposal facilities as well as two organics composting facilities ensured that both organics recycling and garbage disposal services could be maintained during the flood emergency. Metro Vancouver's solid waste system supported adjacent regional district solid waste systems that were impacted by the flood. Overall, the regional solid waste system saw approximately 20 per cent additional garbage during and shortly after the flood emergency.

Disposal bans on recyclables were relaxed as a result of impacts on waste transportation, collection, and processing systems. Mattress recycling fees were waived in a parallel with a relaxation on the disposal ban for mattresses.

As of January 1, waste quantities no longer appear to be impacted by the flood emergency, disposal bans have been reinstated and recycling fees are again being collected for mattresses. Overall impact of the flood emergency on recycling rates are difficult to estimate, and will be more clear once annual calculations of recycling and waste quantities are completed later in 2022.

The Board received the report for information.

E2.2 2021 Integrated Solid Waste & Resource Management Plan Biennial Report

APPROVED

The 2021 Integrated Solid Waste & Resource Management Plan Biennial Report is a progress report on the implementation of the *Integrated Solid Waste and Resource Management Plan*, as required by the province. Metro Vancouver is a North American leader in waste reduction and recycling, with Vancouver recently identified as the greenest city in the world for recycling. The regional recycling rate is 64 per cent and the per capita disposal rate is 0.45 tonnes per year for 2020. The report provides the implementation status of initiatives in the *Integrated Solid Waste and Resource Management Plan*.

The plateauing of recycling rates in recent years highlights the importance of the solid waste management plan update. Key initiatives that will help reduce greenhouse gas emissions and advance recycling in the region include: new recycling and waste centres that maximize recycling and reduction opportunities; beneficial use of bottom ash generated at the Waste-to-Energy Facility; and recovery of alternative fuel and recyclables from small load waste.

The Board directed staff to invite feedback on the draft 2021 biennial report from public stakeholders and Indigenous Nations and to submit the it along with the feedback received to the Ministry of Environment and Climate Change Strategy.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items from standing committees.

Liquid Waste Committee – January 19, 2022

Information Items:

5.3 November 14 - 16, 2021 Wet Weather Event – Operational Responses

This report summarizes Metro Vancouver's operational response to the extreme storm event in the Lower Mainland and Fraser Valley from November 14 to 16, 2021. The event resulted in record-breaking wet weather flows entering the regional wastewater system and the highest number of breaks and spills in the GVS&DD system during a single event. Operations and maintenance staff responded to the event to minimize infrastructure damage and quickly restore service to normal operating conditions. This event demonstrates the importance of managing inflow and infiltration, as well as continuing to upgrade the region's wastewater treatment plants and sewer collection system to increase capacity and ensure reliable operations under extreme conditions.

5.5 2021 Our Ocean Thanks You Campaign Results

Microfibres from laundry are one of the largest sources of microplastics pollution in the ocean, where they may be harmful to aquatic life. In 2021, Metro Vancouver launched a new campaign (Our Ocean Thanks You) to ask residents to reduce microfibres by washing in cold water. The campaign ran from September 13 to October 31 and included social media, YouTube, television, digital billboards, Google Adwords, and a campaign website. The campaign performed well, with strong media placement results that delivered 10.6 million impressions, 2,173 engagements, 671,000 video views, 3,025 clicks for more information, 3,457 website visits, and reached 359,000 residents through online tactics. In 2022, the campaign will continue to focus on washing in cold water, while providing additional actions to reduce microfibres on the campaign website. A post-campaign survey will be conducted in 2022 and will help assess how the campaign is reaching residents and influencing behaviour.

Metro Vancouver Housing Corporation

E1.1 Metro Vancouver Housing Naming Framework

APPROVED

The Metro Vancouver Housing Naming Framework is intended to provide guiding principles and a process to support decision-making when naming new development sites, or renaming housing sites (where appropriate) in the case of redevelopment. Metro Vancouver Housing recognizes the opportunity to celebrate the unique history and diversity of the region through naming recognition. The framework outlines key steps in the naming/renaming process such as research and engagement, the establishment of a Naming Advisory Committee, consultation, and communication.

The Board endorsed the framework as presented.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received an information item from a standing committee.




Housing Committee – January 13, 2022

Information Items:

5.3 Metro Vancouver Housing and Sustainable Building Design and Operations

Metro Vancouver Housing strives to enhance environmental and energy sustainability in its affordable rental housing development while balancing financial sustainability and affordability. This requires alignment with provincial and municipal building standards, Corporate Building Standards, MVH *10-Year Plan* objectives, and funding partner requirements. As an evolving industry, MVH is continually exploring best practices, codes, and standards including: BC Building Code, Vancouver Building Bylaw, BC Energy Step Code, Passive House, LEED, and the National Energy Code for Buildings. This report provides an overview of these standards and some key elements that impact sustainable building design and operations.



 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: ZONING BYLAW AMENDMENT FOR 144 WEST 21ST STREET
(CONFIDE ENTERPRISES / ANKENMAN MARCHAND ARCHITECTS)

Date: November 15, 2021 File No: 08-3360-20-0501/1

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

RECOMMENDATION

PURSUANT to the report of the Planner 2, dated November 15, 2021, entitled "Zoning Bylaw Amendment for 144 West 21st Street (Confide Enterprises / Ankenman Marchand Architects)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2021, No. 8897" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st St, CD-745, Rental Housing Commitments) be considered and referred to a Public Hearing;

THAT notification be circulated in accordance with the *Local Government Act*,

THAT the community benefits listed in the report section "Density Bonus and Community Benefits" be secured, through agreements at the applicant's expense and to the satisfaction of staff;

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

ATTACHMENTS

1. Context Map (CityDocs [2113379](#))
2. Architectural and Landscape Plans, dated October 2021 (CityDocs [2111160](#))
3. Public Consultation Summary (CityDocs [1887824](#))
4. Sustainability Checklist (CityDocs [1791338](#))
5. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896" (CityDocs [2113703](#))
6. "Housing Agreement Bylaw, 2021, No. 8897" (CityDocs [2115110](#))

PURPOSE

This report presents, for Council's consideration, details of a rezoning application for 144 West 21st Street to permit a 6-storey rental apartment building consisting of 85 units, nine of which are mid-market units.

BACKGROUND

Applicant:	Daisen Gee Wing, Confide Enterprises Inc
Architect:	Timothy Ankenman, Ankenman Marchand Architects
Official Community Plan Designation:	Residential Level 5
Existing Zoning:	RM-1 (Apartment Residential)
Applicable Guidelines:	N/A

DISCUSSION

Site Context and Surrounding Use

The subject site is located in the Central Lonsdale neighbourhood, on the north side of West 21st St between Chesterfield and Lonsdale avenues. The site fronts on the designated Green Necklace urban greenway route and is within close proximity of the shops, services and public transit of the Lonsdale corridor.

The buildings and uses immediately surrounding the site are described in Table 1 below.

Table 1. Surrounding Uses

Direction	Address	Description	Zoning
North	119-159 W 22 nd St	5-storey apartment residential	CD-578
West	156 W 21 st St	3-storey apartment residential	CD-017
South	135 W 21 st St	3-storey apartment residential	RM-1
East	128 W 21 st St	4-storey apartment residential	CD-368

Policy Context

The site and surrounding area have Official Community Plan (OCP) land use designation of Residential Level 5 for mid-rise apartment development. The intent of this designation is to provide quality multi-family housing with a mix of unit sizes, and a focus on creating attractive and active streets.

Project Description

The site currently contains a 3-storey rental apartment building with 35 units. Built in 1978, the building is in need of a significant maintenance. The site is approximately 53.4 metres (188.27 feet) wide and 36.6 metres (120.03 feet) deep, and slopes down from northeast to southwest by approximately 5 metres (17 feet), which is a significant grade change. The site is located mid-block and not serviced by a lane. The rear of the site faces a public non-vehicular greenway.

The proposal replaces the existing building with a 6-storey rental apartment containing 85 units. The proposed mix of unit types is as follows:

Table 2. Proposed Unit Breakdown

Unit Type	Number of Units	Size
One-bedroom	63	554-601 square feet
Two-bedroom	13	736-778 square feet
Three-bedroom	9	869-908 square feet

Nine units are proposed as mid-market units that would be secured through a Housing Agreement for the life of the building.

Of the 85 units, 52 are proposed to meet Level 2 of the Adaptable Design guidelines, with the remainder meeting Level 1.

The proposal includes a generous front setback and landscape design to integrate the development frontage with the adjacent Green Necklace infrastructure. A public walkway along the east lot line is proposed to serve as a mid-block pedestrian connection between West 21st Street and the rear greenway.

The top two floors are further setback by approximately 3 metres (10 feet) to help reduce massing and help mitigate impacts on views and shading. About 99 square metres (1,062 square feet) of indoor amenity space is provided on Level 1, as well as a children play area and outdoor gardening plots in the front yard.

Proposed vehicle access and main residential entry are both off West 21st Street. The proposed parking is provided within a level that is mostly below grade, with access located at the southwest of the site allowing it to be at-grade due to the natural slope of the site.

To allow the proposed massing, the proposed bylaw would vary the RM-1 zone FSR, lot coverage, height, setbacks and building width and length requirements.

Table 3. Summary of Proposed Zoning Changes

	BASE RM-1 ZONE	PROPOSED CD-745 ZONE
Permitted Principal Uses	Various Residential Uses	Rental Apartment Residential Use
Density Maximum	1.6 FSR	2.6 FSR
Lot Coverage Maximum	50 percent	94 percent
Height Maximum	13 metres	19 metres
Setbacks	Front/Rear/Exterior Side: 6.096 metres (20 feet) Interior Side: 4.57 metres (15 feet)	Front: 8.46 metres (27.7 feet) Rear: 4.18 metres (13.7 feet) Side (east): 3.99 metres (13.0 feet) Side (west): 4.59 metres (15.0 feet) Portions of Cellar above grade: 0 metres
Building Width & Length	Maximum 30.48 metres (100 feet) above third storey	(waived)

PLANNING ANALYSIS

Policy Alignment

The proposal is consistent with the OCP land use designation and within OCP height and density limits for the site. Located within a block of the Lonsdale commercial corridor, the proposal is in alignment with a number of OCP goals and objectives to have higher density rental housing that is within the Lonsdale Regional City Centre and close to shops, services, public transit and employment opportunities.

The proposed mix of unit types meets key actions of the *Housing Action Plan* for mid-market rental units and a minimum of 10% three-bedroom units to support families. Also, the proposed 100% secured rental housing of 85 units meets a priority of the Council Strategic Plan to protect and expand rental housing stock.

The proposal exceeds the *Zoning Bylaw* minimum requirement for 25% of units to meet Level 2 Adaptable Design. The proposal addresses some Active Design Guidelines through provision of indoor and outdoor amenity spaces.

Building Setbacks

Setbacks in the proposal are slightly reduced to the rear and east side lot lines, and increased to the front compared to the base RM-1 zone. The enlarged front setback provides space for outdoor amenity, including children play area, and a well-landscaped blending of private/public property line along the Green Necklace.

Lot Coverage

Lot coverage is significantly increased in the proposal due to the natural slope of the site, which results in a large portion of the underground parking level to protrude more than 3 feet above grade and be considered part of lot coverage. The proposed amount of lot coverage is acceptable due to the ample proposed landscaping and adequate building setbacks.

Parking

Vehicle and bicycle parking meet the minimum provision required under the *Zoning Bylaw*.

Infrastructure and Servicing

The proposed pedestrian walkway will require a statutory right-of-way placed on title. Currently, the site contains a covenant and right-of-way for stormwater management of previous development, which are no longer needed. Staff recommend that both covenant and right-of-way be discharged from title.

The proposal will require new utility and communications service connections, stormwater management features, as well as improvements along frontage that meet City standards for road works, streetscaping and the Green Necklace, secured through a Servicing Agreement with the City.

Density Bonus and Community Benefits

The City's *Density Bonus and Community Benefits Policy*, in conjunction with the OCP, allows for density bonuses beyond 1.6 FSR in the Residential Level 5 designation, up to a maximum of 2.6 FSR.

The policy provides a number of community benefits options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. However, sites with existing rental housing, such as the subject site, may only seek density bonus through provision of secured rental housing. The community benefit offered by this proposal is an increase of the City's rental housing stock by 50 units (85 units total), nine of which will be mid-market units, secured for the life of the building through a Housing Agreement with the City.

The value of the density bonus (1.0 FSR = 22,599 square feet) may be estimated at \$4,293,810 based on the standard rate for the Lonsdale City Centre (\$190/square foot).

In addition to secured rental and mid-market units, staff is seeking Council direction to secure the following items as conditions of this rezoning:

- Statutory right-of-way for mid-block pedestrian connection between West 21st Street and the greenway to the north of site
- Upgrades to greenway north of site as needed
- Streetscape and public realm improvements for Green Necklace along frontage

Legal Agreements

Should Council support this rezoning, the following legal agreements should be prepared prior to final adoption:

- Housing Agreement
- Servicing Agreement

- Pedestrian Statutory Right-of-Way
- Community Good Neighbour Agreement
- Shoring, Crane Swing, and Staging License Agreement
- Flooding Covenant
- Community Energy Agreement

RESIDENTIAL TENANT RELOCATION

Earlier this year, Council amended the *Residential Tenant Displacement Policy* to enhance protection and compensation to long term residential tenants. As this application was submitted in June 2019 prior to the recent policy amendment, the 2015 version of the policy applies.

The existing building contains 35 units in total: 2 studio units, 20 one-bedroom units and 13 two-bedroom units. At time of application submission, 28 of these units were occupied. Half of tenants have lived there for 15 years or more, and 16 tenants have been there for more than 10 years.

The applicant has prepared a Tenant Relocation Plan that exceeds the requirements of the *2015 Residential Tenant Displacement Policy*, including compensation and relocation assistance. Tenants were first informed of the redevelopment plans in July 2019 with a letter and tenant meeting, followed by an open house in August. The letter and meetings provided tenants information on the compensation package of 3-months' rent plus moving expense compensation of \$750 for one-bedroom units and \$1000 for two-bedroom units. In addition, the applicant has voluntarily offered additional compensation for long-term tenants at the following rates:

- 1 month's rent additional for tenancies up to 5 years
- 2 months' rent additional for tenancies between 5 and 10 years
- 3 months' rent additional for tenancies between 10 and 20 years
- 4 months' rent additional for tenancies over 20 years

A Relocation Coordinator has been communicating with tenants and providing information on available units in the general rental market, as well as resources for government housing programs. In September 2020, an update was provided by the Relocation Coordinator showing 5 of the 28 tenants had moved out since the rezoning application was submitted. A Tenant Relocation Update was sent to tenants in October 2020 with updated timelines, resources and a Tenant's Needs Survey to help inform relocation efforts.

Under the provincial *Residential Tenancy Act*, final eviction notices cannot be delivered to tenants until a demolition permit has been issued. The notice must provide a minimum of four months prior to the eviction date. Before issuance of the demolition permit, staff will request an update from the Relocation Coordinator regarding the progress of relocating tenants and compensation as outlined in the Tenant Relocation Plan.

ADVISORY BODY INPUT

Advisory Design Panel

The application was reviewed by the Advisory Design Panel (ADP) on July 24, 2019.

The Panel unanimously endorsed the proposal subject to addressing the following issues to the satisfaction of the Development Planner:

- Further examination and explanation of the colour palette choices on the elevations;
- Keep the breezeway clear and lit with robust gates on the north from public to private to address CPTED concerns;
- Avoid pedestrian and car interfaces at the driveway;
- Ensure unit planning aspects are reviewed via code, livability or functionality; and
- Ensure a more blended front landscape so there is no distinct property line.

Revised designs were submitted since the ADP meeting that address the above concerns to the satisfaction of City staff.

COMMUNITY CONSULTATION

A Developer Information Session was held on August 14, 2019 at the Harry Jerome Community Centre. Over 15 people attended and 5 submitted feedback forms.

Overall, feedback supported the 100% rental apartment residential use with a positive response to the proposed landscaping and architecture. Several comments expressed concerns that the proposed height and density were too high for the area and the amount of parking insufficient.

As discussed in previous sections of this report, the proposal meets height and density provisions of the OCP and has a reduced top-level massing to mitigate the appearance of the height. The proposal also meets the City's parking standard for a rental building.

Members of the public will have additional opportunity to speak at the Public Hearing should Council proceed with referral.

SUSTAINABILITY COMMENTS

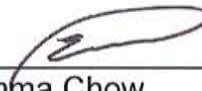
The proposal addresses the OCP's Sustainable City Framework through natural systems, physical structure/infrastructure, local economy, human potential, social connections and cultural diversity. The proposed landscaping will be primarily native species using rainwater collection and water efficient irrigation system. Building construction will meet Energy Step Code 3 and provide indirect economic benefits. The following are included in the proposal to promote social interaction, inclusion and community building:

- Amenity spaces for shared office use, gardening, children play area, informal and formal gatherings
- Over 60% of units are proposed to meet Level 2 Adaptable Design
- Fully landscaped frontage to contribute to public realm and user experience

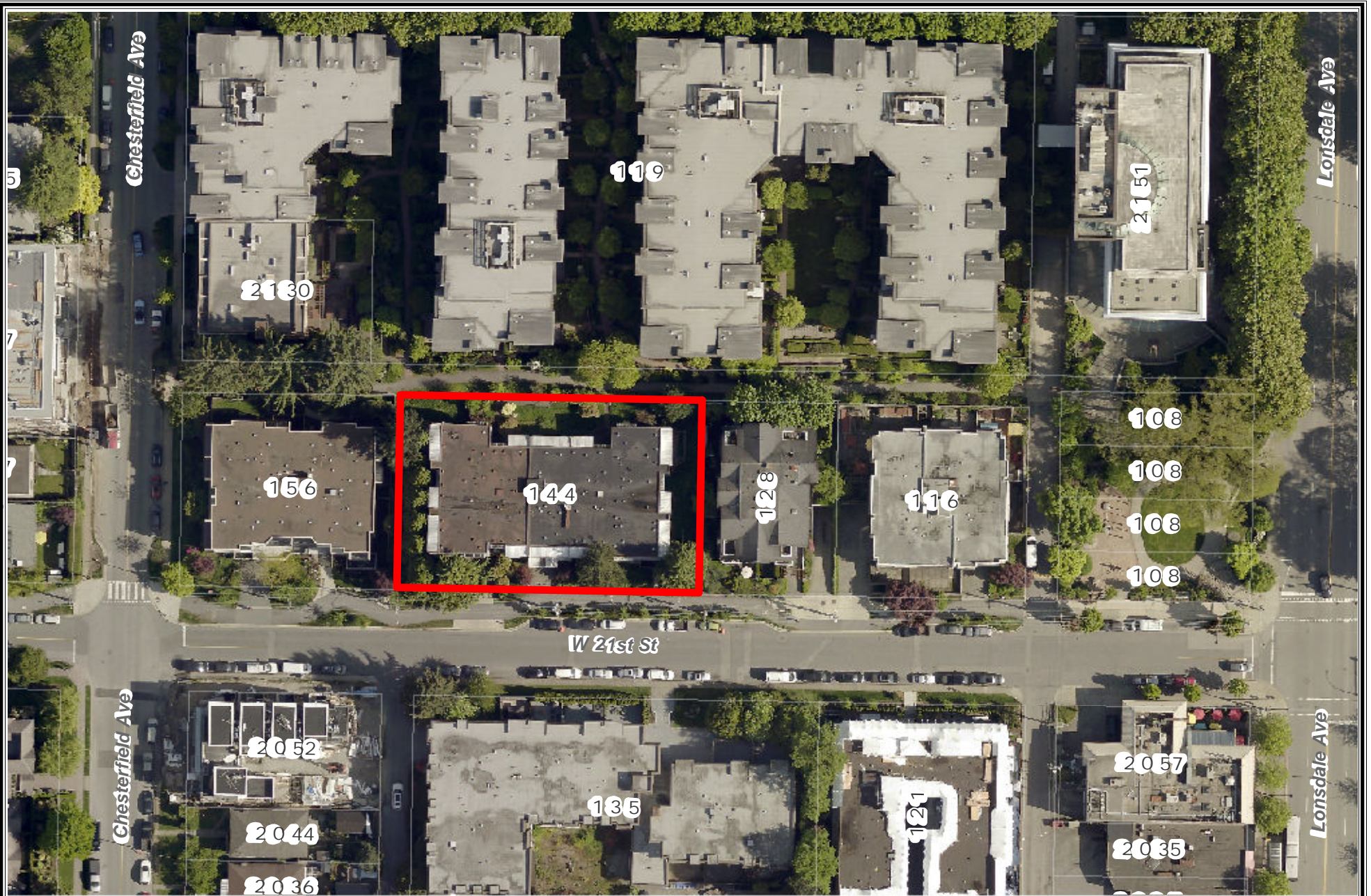
CONCLUSION

This proposal is in alignment with goals and objectives of the OCP and Council Strategic Plan to intensify residential development within the Lonsdale Regional City Centre and increase rental and mid-market units in the City while contributing to important active transportation infrastructure, such as the Green Necklace.

RESPECTFULLY SUBMITTED:



Emma Chow
Planner 2



144 WEST 21ST STREET

RENTAL HOUSING DEVELOPMENT
Issued for Rezoning - April , 2019
Response to PTC - October 25, 021

Client

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SHEET NUMBER	SHEET NAME	SHEET NUMBER	SHEET NAME
A001	COVER PAGE & DRAWING LIST	A170	ROOF PLAN
A003	STATISTICS	A200	ELEVATION - SOUTH
A004	STATISTICS	A210	ELEVATION - EAST & WEST
A007	DESIGN DATA	A220	ELEVATIONS - NORTH
A008	DESIGN DATA	A300	SECTIONS
A032	SITE CONTEXT AERIAL VIEW	A310	SECTIONS
A033	SITE CONTEXT PHOTOS	A600	3D REPRESENTATIONS
A035	STREETSCAPE	A610	3D REPRESENTATIONS
A040	SHADOW STUDIES	A810	AREA OVERLAY - LEVEL 1
A100	SURVEY	A820	AREA OVERLAY - LEVEL 2/3
A101	SITE PLAN	A830	AREA OVERLAY - LEVEL 4
A105	PARKING LEVEL FLOOR PLAN	A840	AREA OVERLAY - LEVEL 5
A110	LEVEL 1 FLOOR PLAN	A850	AREA OVERLAY - LEVEL 6
A120	LEVEL 2 FLOOR PLAN	A870	TYPICAL ADAPTABLE UNIT FLOOR PLANS
A130	LEVEL 3 FLOOR PLAN	A880	BALCONIES WALLS, OPENING AREA
A140	LEVEL 4 FLOOR PLAN	A890	BALCONIES WALLS, OPENING AREA
A150	LEVEL 5 FLOOR PLAN	A895	BALCONIES WALLS, OPENING AREA
A160	LEVEL 6 FLOOR PLAN		

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ANKENMAN MARCHAND

Project:
1756
144 - West 21st
Address:
144 - w21st Street, North Vancouver
Drawing:
COVER PAGE & DRAWING LIST
Project Status:
REZONING

SUBMISSION

Date	Description
2019-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION

No.	Date	Description
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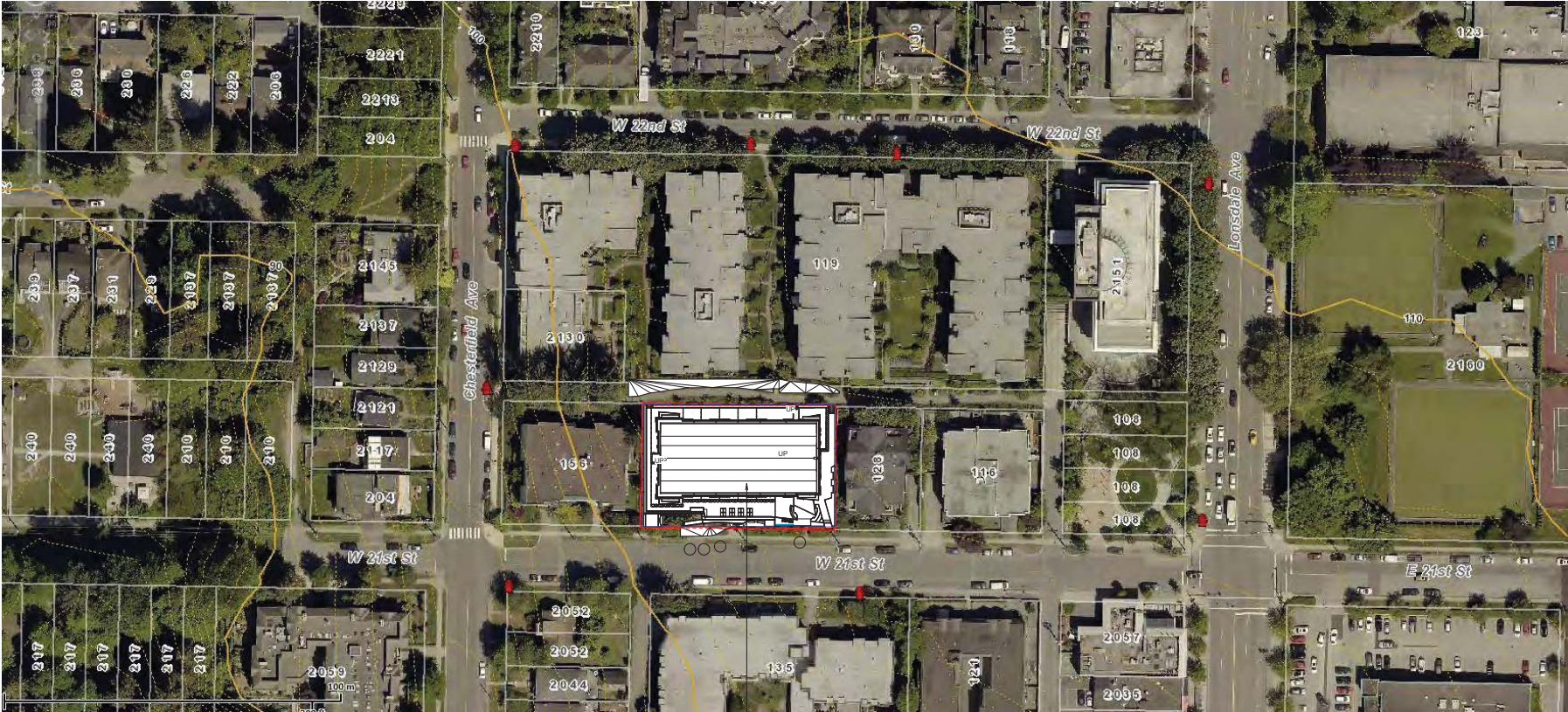
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A001

Tel: (604) 872-2595 Fax: (604) 872-2505
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DWG. NO:
A007



SITE CONTEXT - AERIAL VIEW:



SUBJECT SITE - 144 WEST 21ST STREET

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Project:

1756

144 - West 21st

Address:
144 - W21st Street, North Vancouver

Drawing:
SITE CONTEXT AERIAL VIEW

Project Status:
REZONING

SUBMISSION	
Date	Description
2015-01-30	Issued for Rezoning
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2015-10-25	Response to PTC

REVISION		
No.	Date	Description

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1" = 50'-0"

DWG. NO:
A032

SITE CONTEXT - PHOTOS:



CONTEXT PLAN



1



2



3



4



5



6

Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:

SITE CONTEXT PHOTOS

Project Status:

REZONING

SUBMISSION

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1" = 160'-0"

DWG. NO:

A033

STREETSCAPES:



EXISTING SOUTH STREETSCAPE



PROPOSED SOUTH STREETSCAPE

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1756
144 - West 21st
Address:
144 - w21st Street, North Vancouver
Drawing:
STREETSCAPE
Project Status:
REZONING

SUBMISSION	
Date	Description
2015-01-30	Issued for Rezoning
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2021-10-25	Response to PTC

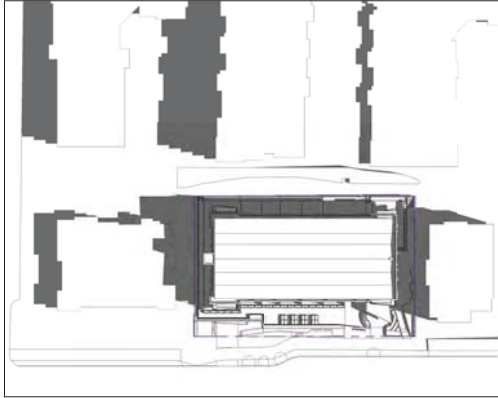
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No.	Date	Description

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JUNE



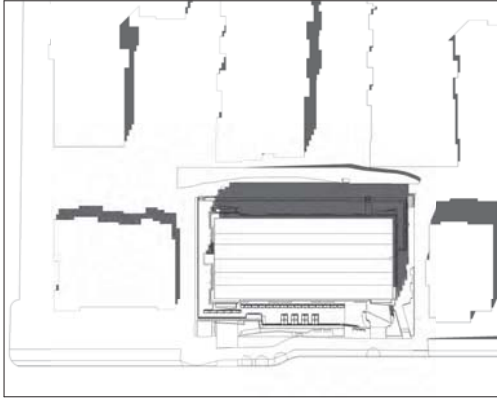
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JUNE



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JUNE



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MARCH / SEPTEMBER



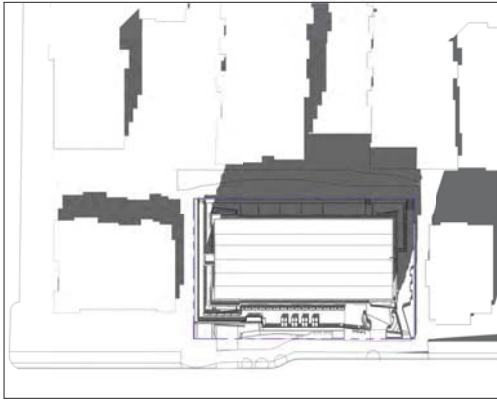
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MARCH / SEPTEMBER



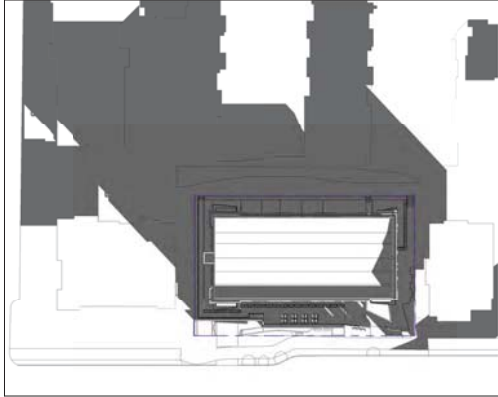
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MARCH / SEPTEMBER



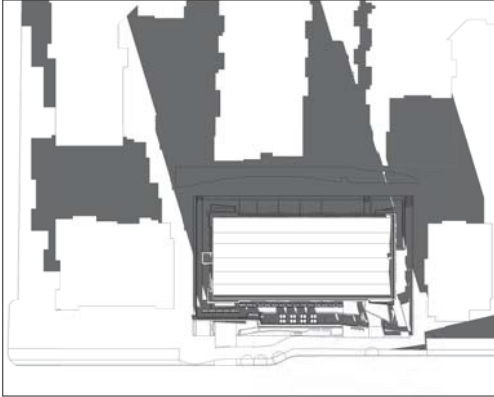
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DECEMBER



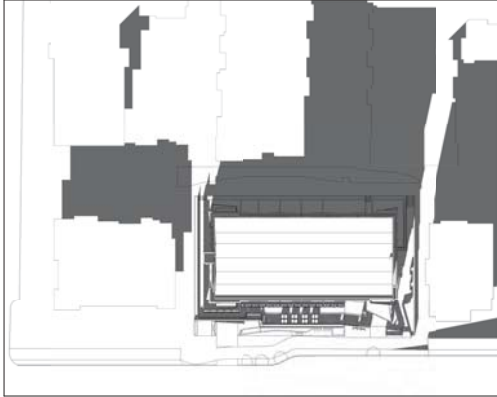
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DECEMBER



12 PM

DECEMBER



2 PM

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ANKENMAN MARCHAND

Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:
SHADOW STUDIES

Project Status:
REZONING

SUBMISSION

Date	Description
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2021-10-25	Response to PTC

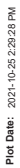
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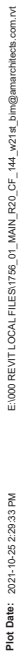
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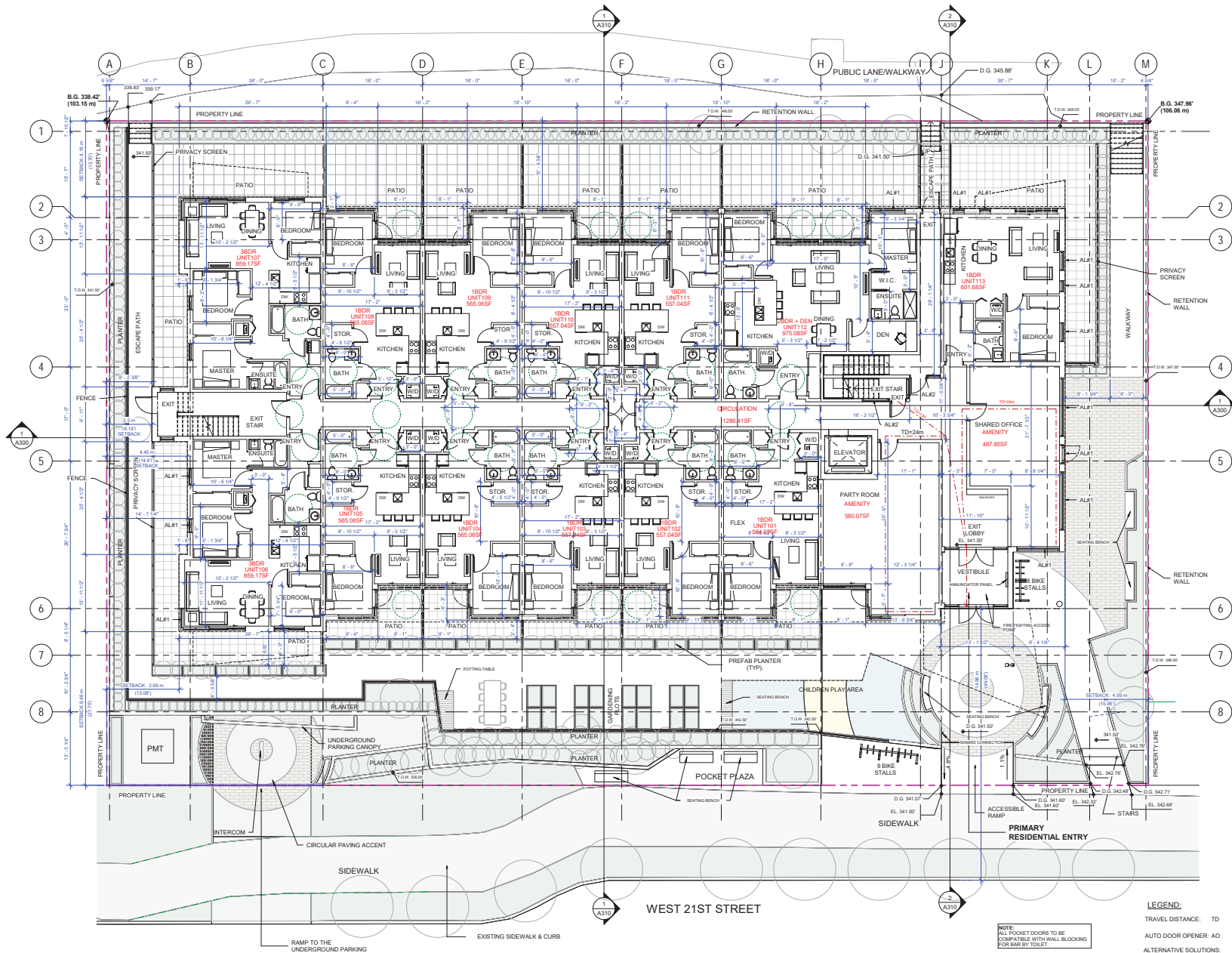
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WG. NO:
A101





Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:

LEVEL 1 FLOOR PLAN

Project Status:

REZONING

SUBMISSION

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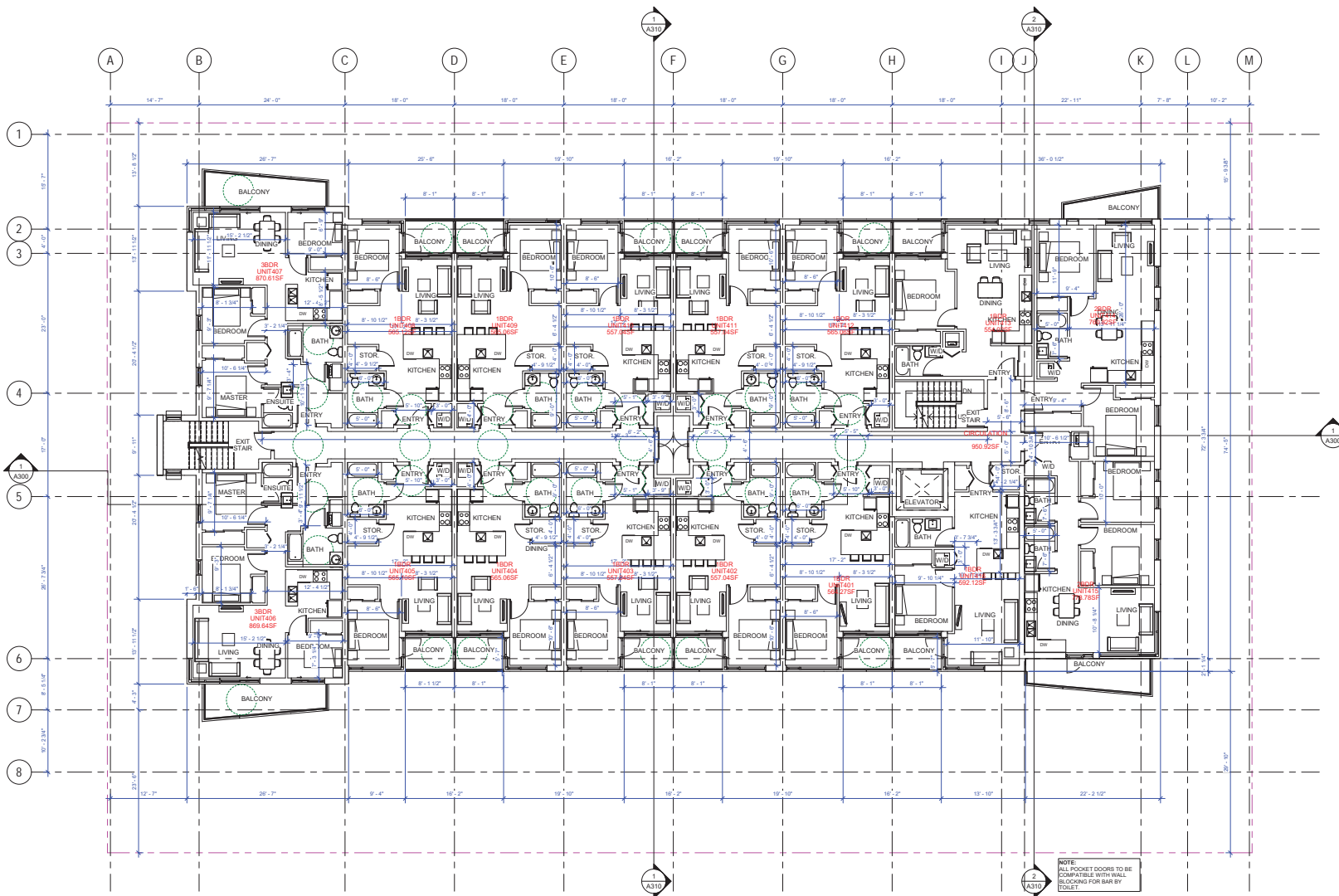
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Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:

LEVEL 4 FLOOR PLAN

Project Status:

REZONING

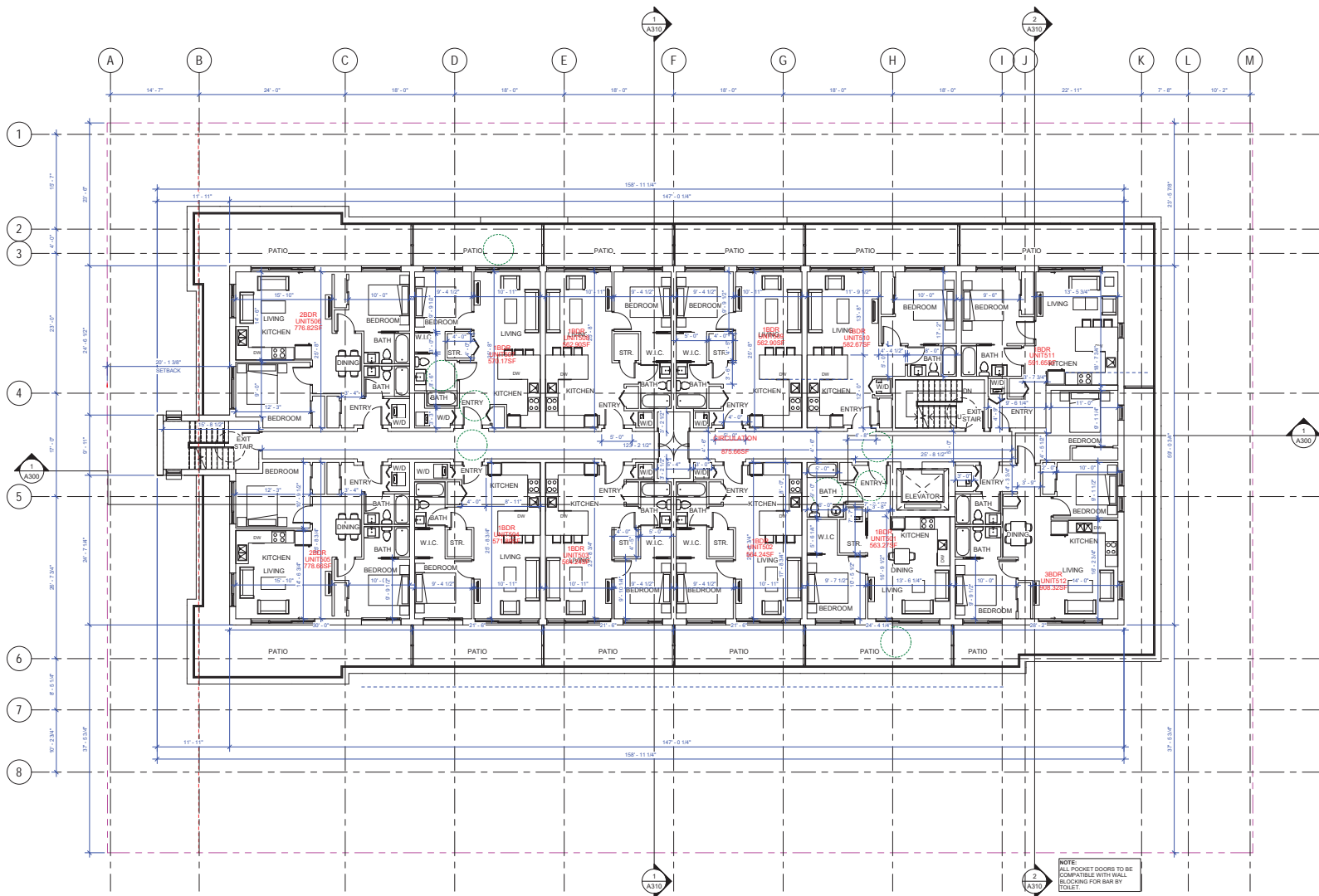
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A150

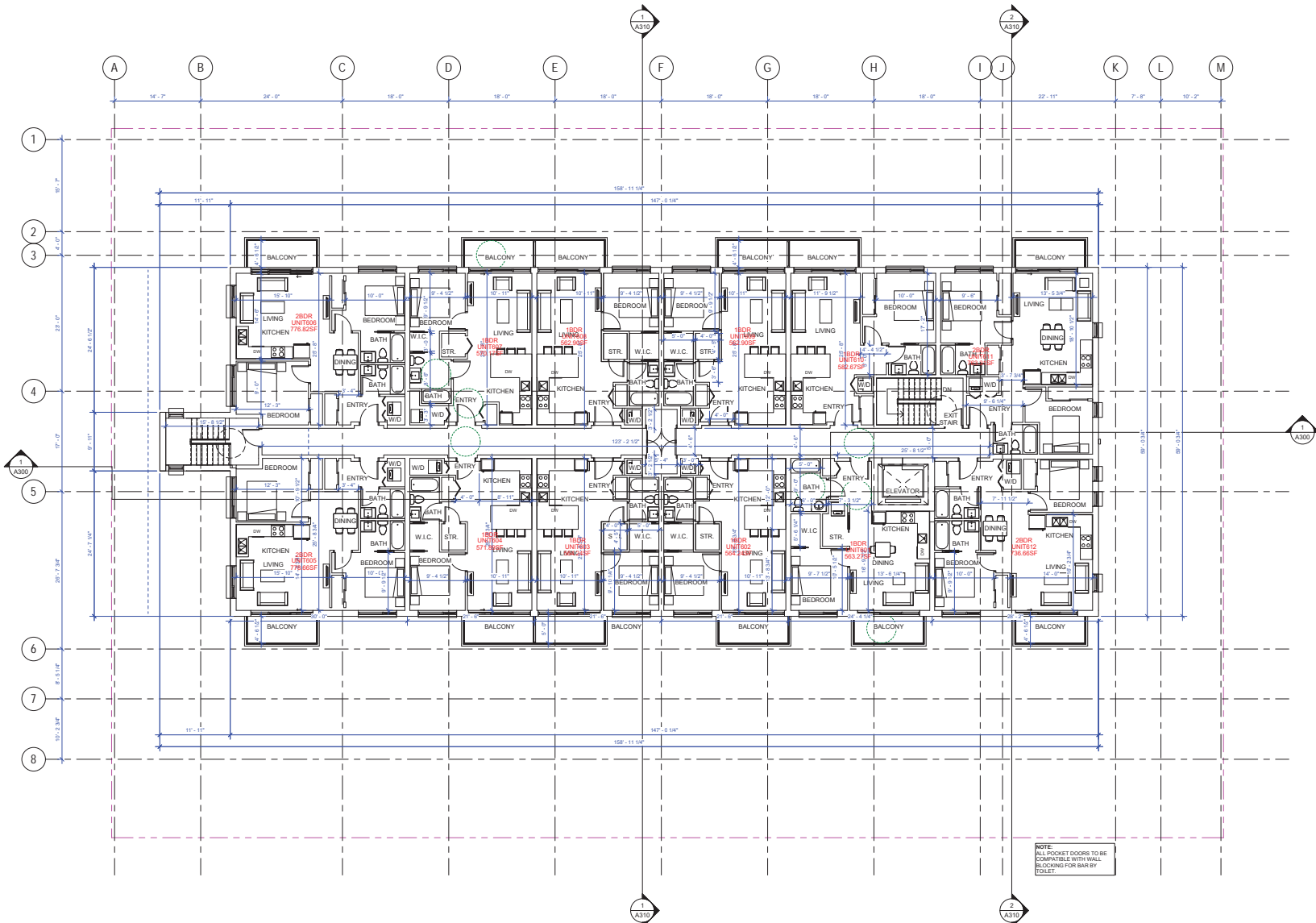


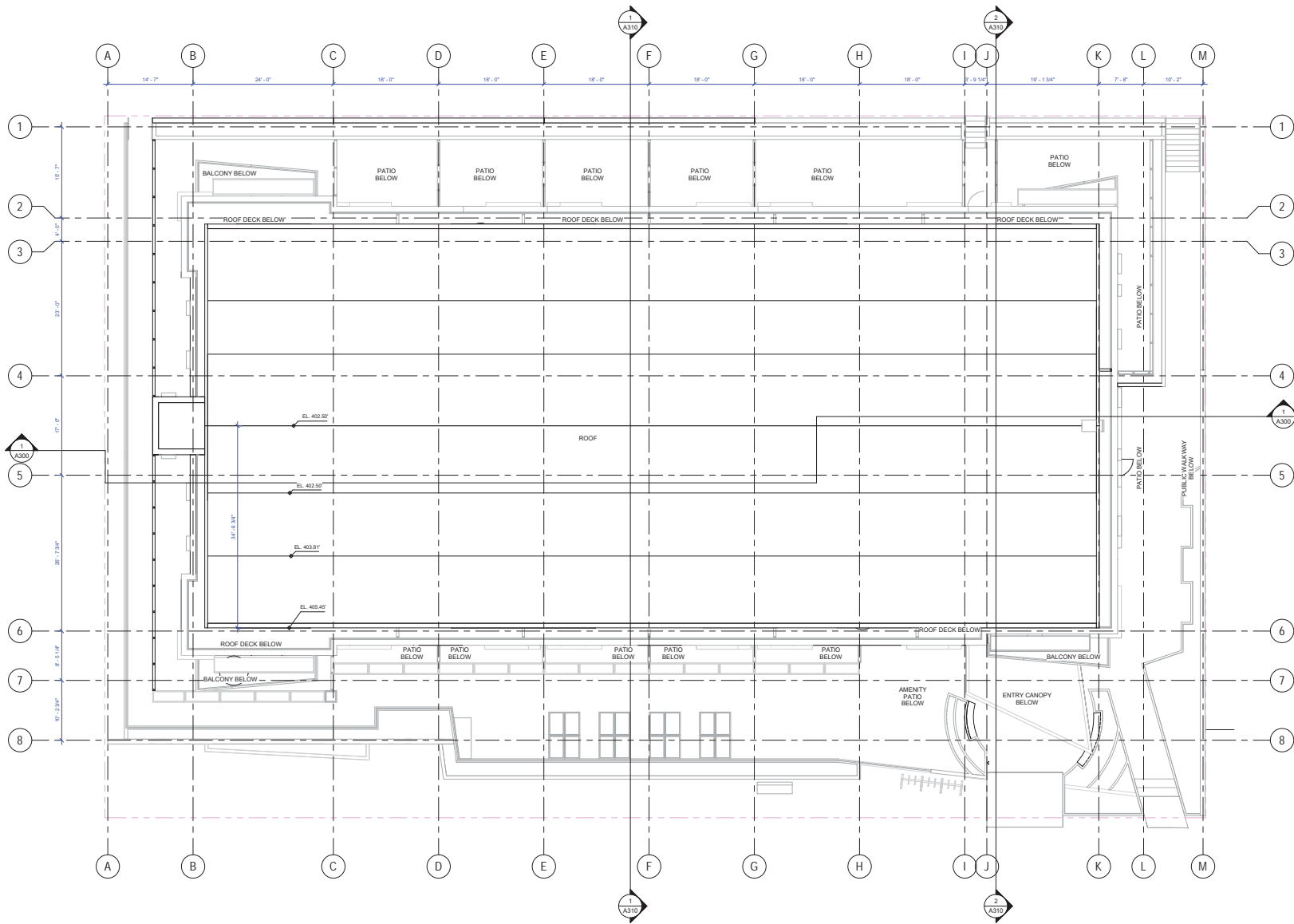
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Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:

ROOF PLAN

Project Status:

REZONING

SUBMISSION

Date (YYYY-MM-DD)	Description
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2021-03-03	Response to PTC
2021-10-25	Response to PTC

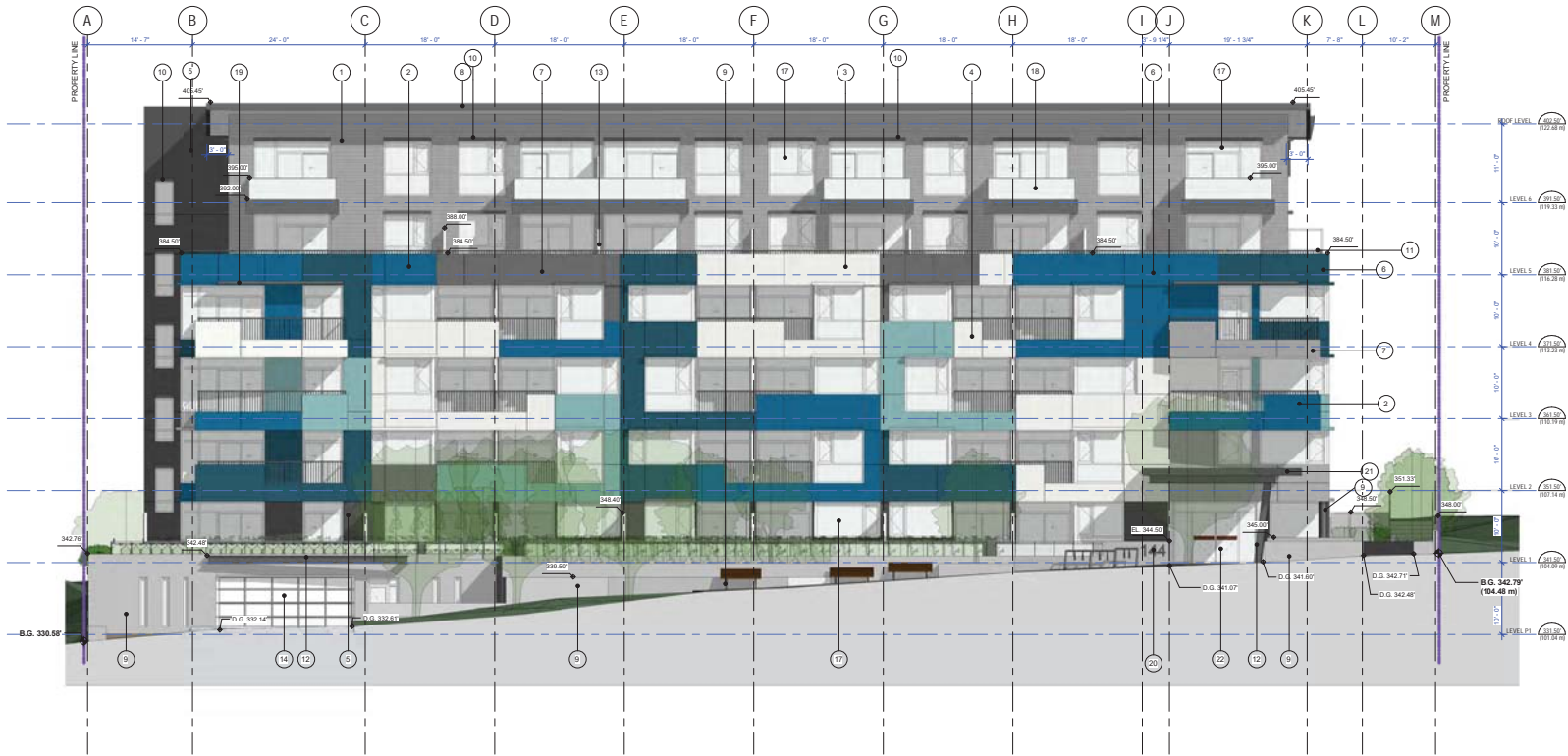
REVISION

No.	Date	Description

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Scale:
1/8" = 1'-0"

DWG. NO:
A170



Keynote Legend	
Key Value	Keynote Text
1	CORRUGATED METAL SIDING. COLOUR: ALUMINUM.
2	COMPOSITE FIBRE CEMENT PANEL. COLOUR: BLUE.
3	COMPOSITE FIBRE CEMENT PANEL. COLOUR: EGGSHELL.
4	COMPOSITE FIBRE CEMENT PANEL. COLOUR: AQUA.
5	COMPOSITE FIBRE CEMENT PANEL. COLOUR: CHARCOAL.
6	COMPOSITE FIBRE CEMENT PANEL. COLOUR: NAVY.
7	COMPOSITE FIBRE CEMENT PANEL. COLOUR: MEDIUM GREY.
8	METAL FASCIA.
9	CAST-IN-PLACE CONCRETE. NATURAL FINISH.
10	METAL FLASHING. COLOUR: VARIES (TO MATCH THE PANEL).
11	ALUMINUM GUARD RAIL.
12	STEEL COLUMN. COLOUR: STAINLESS SILL - BRUSHED FINISH.
13	ALUMINUM PRIVACY SCREEN. OPAQUE GLAZING.
14	GARAGE DOOR. STEEL.
15	VINYL WINDOWS. COLOUR: LIGHT GREY.
16	ALUMINUM AND GLASS GUARD RAIL.
17	METAL SUN SHADE.
18	STAINLESS STEEL ADDRESS SIGN.
19	METAL CANOPY.
20	ALUMINUM WINDOW/DOOR. COLOUR: ALUMINUM.
21	
22	

Project:

1756

144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:

ELEVATION - SOUTH

Project Status:

REZONING

SUBMISSION

Date	Description
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION

No. Date Description

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Scale:
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DWG. NO:
A200

Tel: (604) 872-2595F ax: (604) 872-2505
Email: office@AMArchitects.com

Drawing:
ELEVATION - EAST & WEST

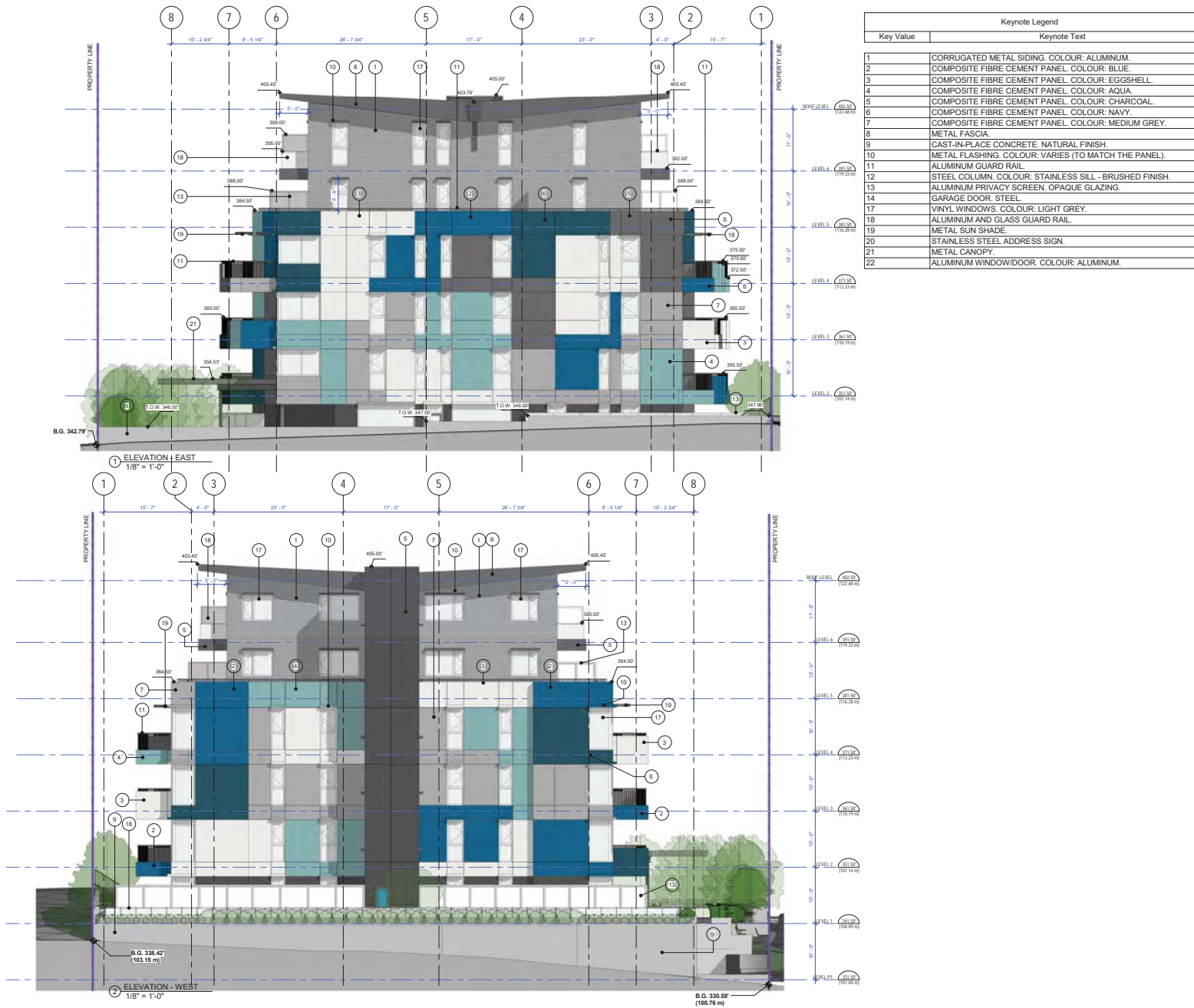
Project Status:
REZONING

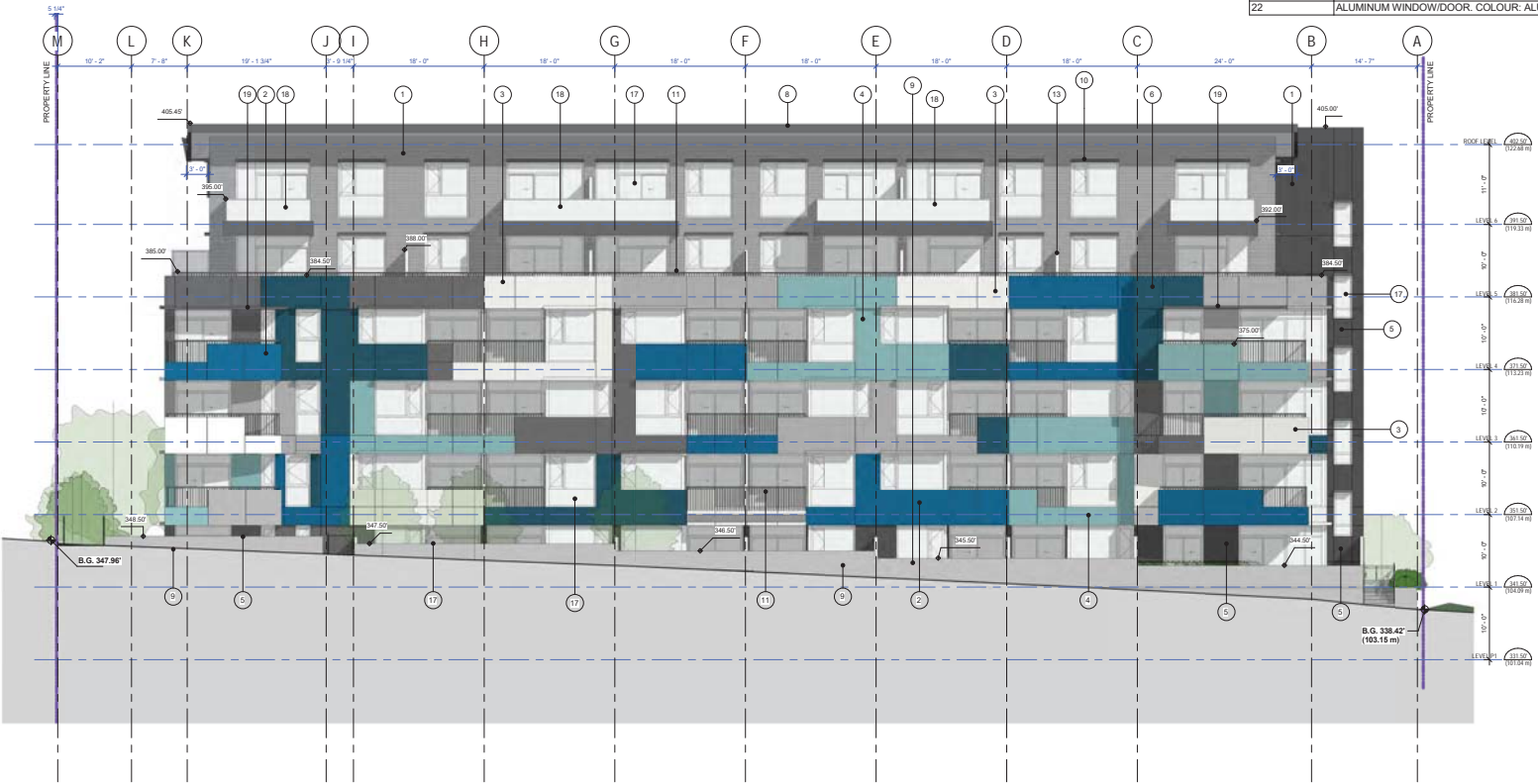
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Scale:
1/8" = 1'-0"

WG. NO:
A210





Keynote Legend	
Key Value	Keynote Text
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2	COMPOSITE FIBRE CEMENT PANEL. COLOUR: BLUE.
3	COMPOSITE FIBRE CEMENT PANEL. COLOUR: EGGSHELL.
4	COMPOSITE FIBRE CEMENT PANEL. COLOUR: AQUA.
5	COMPOSITE FIBRE CEMENT PANEL. COLOUR: CHARCOAL.
6	COMPOSITE FIBRE CEMENT PANEL. COLOUR: NAVY.
7	COMPOSITE FIBRE CEMENT PANEL. COLOUR: MEDIUM GREY.
8	METAL FASCIA.
9	CAST-IN-PLACE CONCRETE. NATURAL FINISH.
10	METAL FLASHING. COLOUR: VARIES (TO MATCH THE PANEL).
11	ALUMINUM GUARD RAIL.
12	STEEL COLUMN. COLOUR: STAINLESS SILL - BRUSHED FINISH.
13	ALUMINUM PRIVACY SCREEN. OPAQUE GLAZING.
14	GARAGE DOOR. STEEL.
17	VINYL WINDOWS. COLOUR: LIGHT GREY.
18	ALUMINUM AND GLASS GUARD RAIL.
19	METAL SUN SHADE.
20	STAINLESS STEEL ADDRESS SIGN.
21	METAL CANOPY.
22	ALUMINUM WINDOW/DOOR. COLOUR: ALUMINUM.

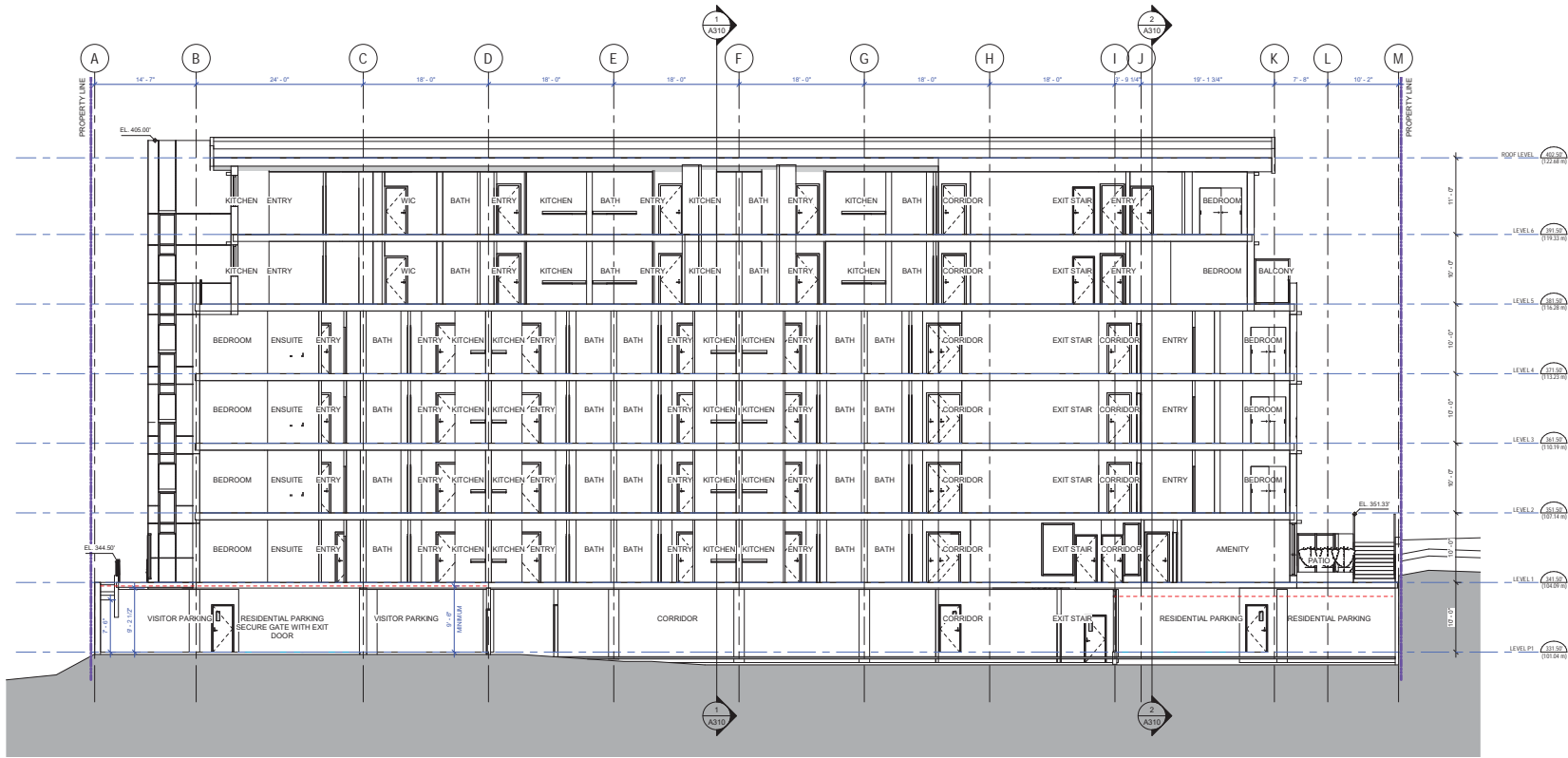
Project:
1756
144 - West 21st
Address:
144 - w21st Street, North Vancouver
Drawing:
ELEVATIONS - NORTH

Project Status:
REZONING

SUBMISSION	
Date	Description
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION		
No.	Date	Description

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Project:
1756
144 - West 21st
Address:
144 - w21st Street, North Vancouver
Drawing:
SECTIONS

Project Status:
REZONING

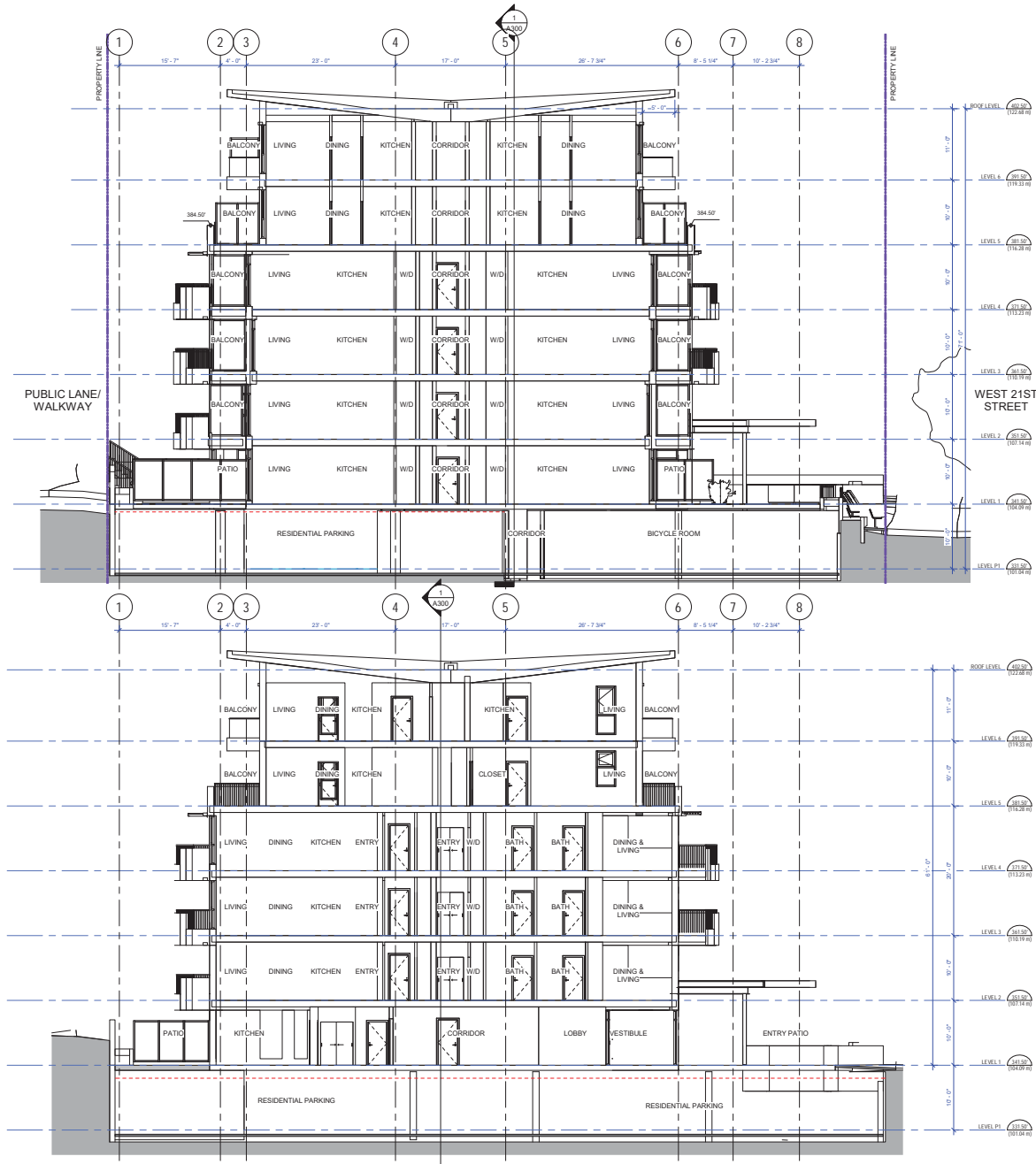
SUBMISSION	
Date	Description
2019-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION		
No.	Date	Description

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Scale:
1/8" = 1'-0"

DWG. NO:
A300



Project:
1756
144 - West 21st
Address:
144 - w21st Street, North Vancouver
Drawing:
SECTIONS
Project Status:
REZONING

SUBMISSION	
Date	Description
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION		
No.	Date	Description

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Plot Date: 2024-10-25 2:30:58 PM



VIEW FROM WEST 21ST STREET - SE



VIEW FROM WEST 21ST STREET - SW



VIEW FROM NORTH PATHWAY - NE



VIEW FROM NORTH PATHWAY - NW

ARCHITECTS

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ANKENMAN MARCHAND

Project:

1756

144 - West 21st

Address:

144 - w21st Street, North Vancouver

Drawing:

3D REPRESENTATIONS

Project Status:

REZONING

SUBMISSION

Date	Description
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION

No.	Date	Description

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Scale:

DWG. NO:

A600

Plot Date: 2024-10-25 2:35:59 PM E:\000 REVIT LOCAL FILES\1756_01_MAIN_R20_DF_144_w21st_bim@anarchitects.com.rvt



VIEW FROM EAST PATHWAY - SE



SOUTH FACADE DETAIL VIEW - SE



NORTH FACADE DETAIL VIEW - NE



PARKING ENTRANCE VIEW- SW

ARCHITECTS

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Project:
1756
144 - West 21st

Address:
144 - w21st Street, North Vancouver

Drawing:
3D REPRESENTATIONS

Project Status:
REZONING

SUBMISSION

Date	Description
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION

No.	Date	Description

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Scale:

DWG. NO:
A610

Tel: (604) 872-2595 Fax: (604) 872-2505
Email: office@AMArchitects.com

1756

Address:
144 - w21st Street, North Vancouver

Drawing:
AREA OVERLAY - LEVEL 1

Project Status:
REZONING

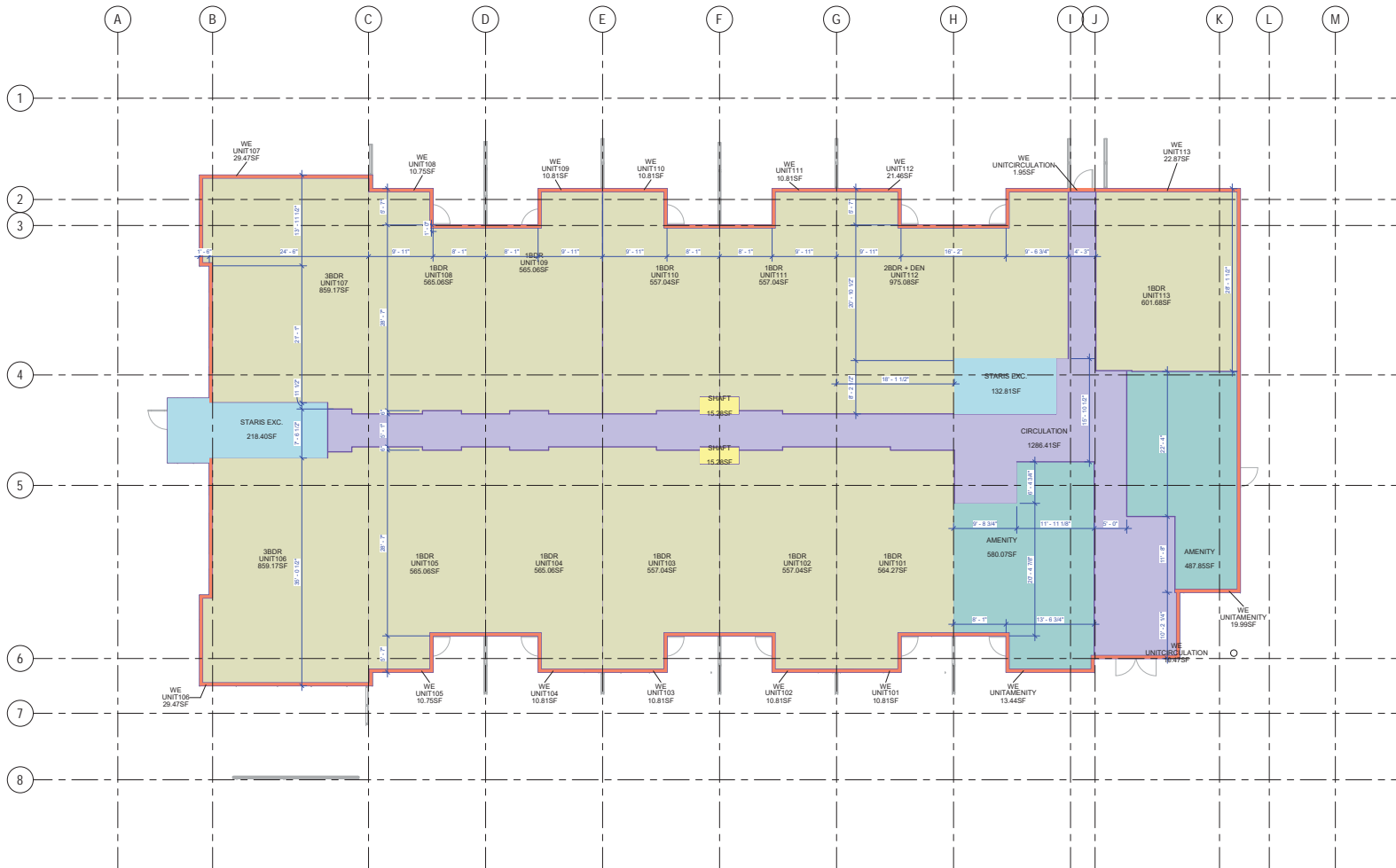
SUBMISSION	
Date (YYYY-MM-DD)	Description
2019-05-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

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Scale:
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DWG. NO:
A810

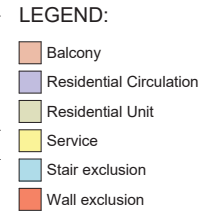


UNIT MIX	
UNIT TYPE	UNIT COUNT
1BDR	63
2BDR	12
2BDR + DEN	1
3BDR	9
Area	18
TOTAL NUMBER OF UNITS: 103	

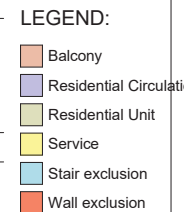
AREAS - LEVEL 1 - INCLUDED			
Level	Name	Unit #	Area
LEVEL 1	CIRCULATION		7,288.41
LEVEL 1	SHAFT		15.28
LEVEL 1	SHAFT		15.28
LEVEL 1	1BOR	101	564.27
LEVEL 1	1BOR	102	557.04
LEVEL 1	1BOR	103	557.04
LEVEL 1	1BOR	104	565.06
LEVEL 1	1BOR	105	565.06
LEVEL 1	3BOR	106	859.17
LEVEL 1	1BOR	107	859.17
LEVEL 1	1BOR	108	565.06
LEVEL 1	1BOR	109	565.06
LEVEL 1	1BOR	110	557.04
LEVEL 1	1BOR	111	557.04
LEVEL 1	2BOR + DEN	112	975.08
LEVEL 1		113	401.68
			9,664.75

AREAS - LEVEL 1 - EXCLUDED			
Level	Name	Unit #	Area
LEVEL 1	AMENITY		437.85 S
LEVEL 1	STARIS EXC.		218.40 S
LEVEL 1	STARIS EXC.		132.81 S
LEVEL 1	AMENITY		580.07 S
LEVEL 1	WE	101	10.81 S
LEVEL 1	WE	102	10.81 S
LEVEL 1	WE	103	10.81 S
LEVEL 1	WE	104	10.81 S
LEVEL 1	WE	105	10.75 S
LEVEL 1	WE	106	29.47 S
LEVEL 1	WE	107	29.47 S
LEVEL 1	WE	108	10.75 S
LEVEL 1	WE	109	10.81 S
LEVEL 1	WE	110	10.81 S
LEVEL 1	WE	111	10.81 S
LEVEL 1	WE	112	21.48 S
LEVEL 1	WE	113	22.87 S
LEVEL 1	AMENITY		19.98 S
LEVEL 1	AMENITY		1.95 S
LEVEL 1	WE	CIRCULATION	1.95 S
LEVEL 1	WE	CIRCULATION	166.41 S

Scale: 1/8" = 1'-0"	DWG. NO: A820
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AREAS - LEVEL 2 - EXCLUDED				
Level	Name	Unit #	Area	153.39 S
LEVEL 2	STARIS EXC			
LEVEL 2	WE	201	10.81	
LEVEL 2	WE	202	10.81	
LEVEL 2	WE	203	10.81	
LEVEL 2	WE	204	10.81	
LEVEL 2	WE	205	10.77	
LEVEL 2	WE	206	29.53	
LEVEL 2	WE	207	10.75	
LEVEL 2	WE	208	10.75	
LEVEL 2	WE	209	10.75	
LEVEL 2	WE	210	10.81	
LEVEL 2	WE	211	10.81	
LEVEL 2	WE	212	10.81	
LEVEL 2	WE	213	13.26	
LEVEL 2	WE	214	27.28	
LEVEL 2	WE	215	25.24	
LEVEL 2	WE	216	13.36	



AREAS - LEVEL 4 - EXCLUDED			
Level	Name	Unit	Area
LEVEL 4	STARIS EXC.	401	10.8
LEVEL 4	WE	402	10.8
LEVEL 4	WE	403	10.8
LEVEL 4	WE	404	10.8
LEVEL 4	WE	405	10.7
LEVEL 4	WE	406	30.4
LEVEL 4	WE	407	29.4
LEVEL 4	WE	408	10.7
LEVEL 4	WE	409	13.8
LEVEL 4	WE	410	10.8
LEVEL 4	WE	411	10.8
LEVEL 4	WE	412	10.8
LEVEL 4	WE	413	13.2
LEVEL 4	WE	414	27.2
LEVEL 4	WE	415	25.2
LEVEL 4	WE	416	13.3

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Scale:
1/8" = 1'-0"

DWG. NO:
A830

Project:

Address:
144 - w21st Street, North Vancouver

Drawing:
AREA OVERLAY - LEVEL 5

Project Status:
REZONING

2019-05-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION		
No.	Date	Description

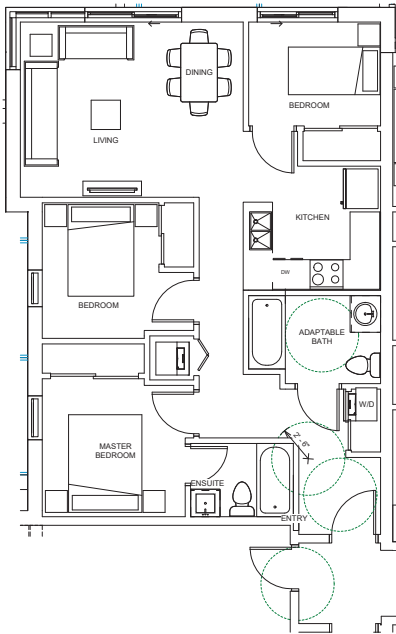
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Scale: 1/8" = 1'-0"	DWG. NO: A840
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AREAS - LEVEL 5 - INCLUDED			
Level	Name	Unit #	Area
LEVEL 5	CIRCULATION		875.06
LEVEL 5	SHAFT		15.28
LEVEL 5	SHAFT		15.28
LEVEL 5	1BDR	501	563.27
LEVEL 5	1BDR	502	564.24
LEVEL 5	1BDR	503	564.24
LEVEL 5	1BDR	504	571.89
LEVEL 5	2BDR	505	778.06
LEVEL 5	2BDR	506	778.02
LEVEL 5	1BDR	507	570.17
LEVEL 5	1BDR	508	562.90
LEVEL 5	1BDR	509	562.90
LEVEL 5	1BDR	510	582.67
LEVEL 5	1BDR	511	591.65
LEVEL 5	3BDR	512	908.32
			8,503.95

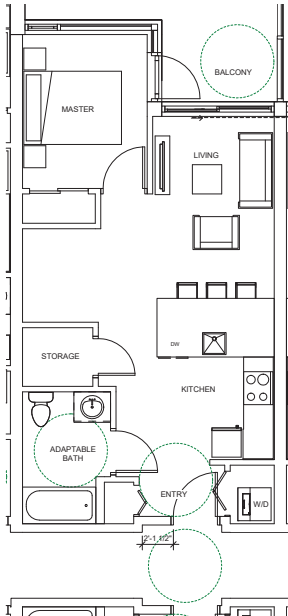
AREAS - LEVEL 5 - EXCLUDED			
Level	Name	Unit #	Area
LEVEL 5	STARIS EXC.		162 16 S
LEVEL 5	WE	501	11 16 S
LEVEL 5	WE	502	9 85 S
LEVEL 5	WE	503	9 85 S
LEVEL 5	WE	504	9 85 S
LEVEL 5	WE	505	25 20 S
LEVEL 5	WE	506	25 17 S
LEVEL 5	WE	507	9 85 S
LEVEL 5	WE	508	9 85 S
LEVEL 5	WE	509	9 85 S
LEVEL 5	WE	510	11 63 S
LEVEL 5	WE	511	21 30 S
LEVEL 5	WE		30 65 S
			346 60 S



① TYPICAL 3 BEDROOM ADAPTABLE UNIT PLAN
1/4" = 1'-0"

EXLC. AREA 205SF - ADAPTABLE DESIGN LEVEL 2

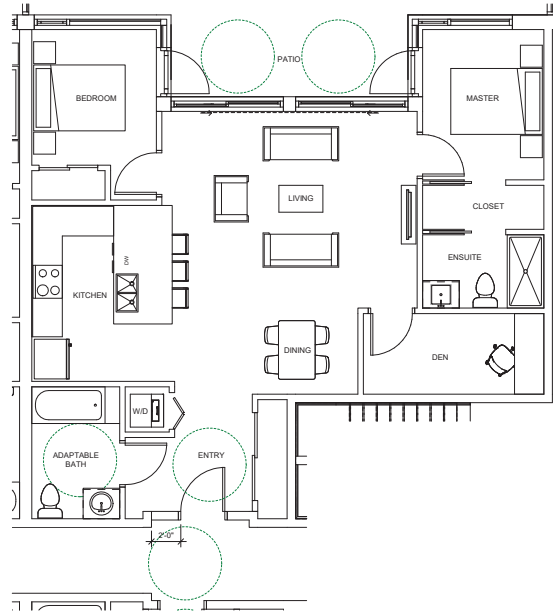
UNITS:
106, 107
206, 207
306, 307
406, 407



② TYPICAL 1 BEDROOM ADAPTABLE UNIT PLAN
1/4" = 1'-0"

EXLC. AREA 205SF - ADAPTABLE DESIGN LEVEL 2

UNITS:
101, 102, 103, 104, 105, 108, 109, 110, 111
201, 202, 203, 204, 205, 208, 209, 210, 211, 212
301, 302, 303, 304, 305, 308, 309, 310, 311, 312
401, 402, 403, 404, 405, 408, 409, 410, 411, 412
501, 507
601, 607



③ TYPICAL 2 BEDROOM ADAPTABLE UNIT PLAN
1/4" = 1'-0"

EXLC. AREA 205SF - ADAPTABLE DESIGN LEVEL 2

UNITS:
112

Project:

1756

144 - West 21st

Address:

144 - w21st Street, North Vancouver

Drawing:

TYPICAL ADAPTABLE UNIT
FLOOR PLANS

Project Status:

REZONING

SUBMISSION

Date	Description
(YYYY-MM-DD)	
2015-01-30	Issued for Rezoning
2021-03-03	Response to PTC
2021-10-25	Response to PTC

REVISION

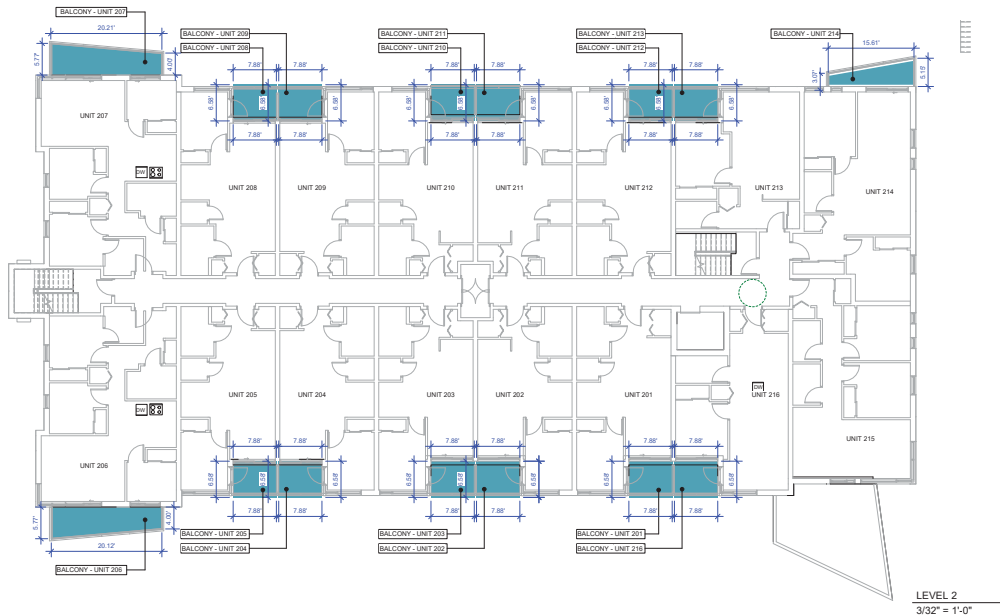
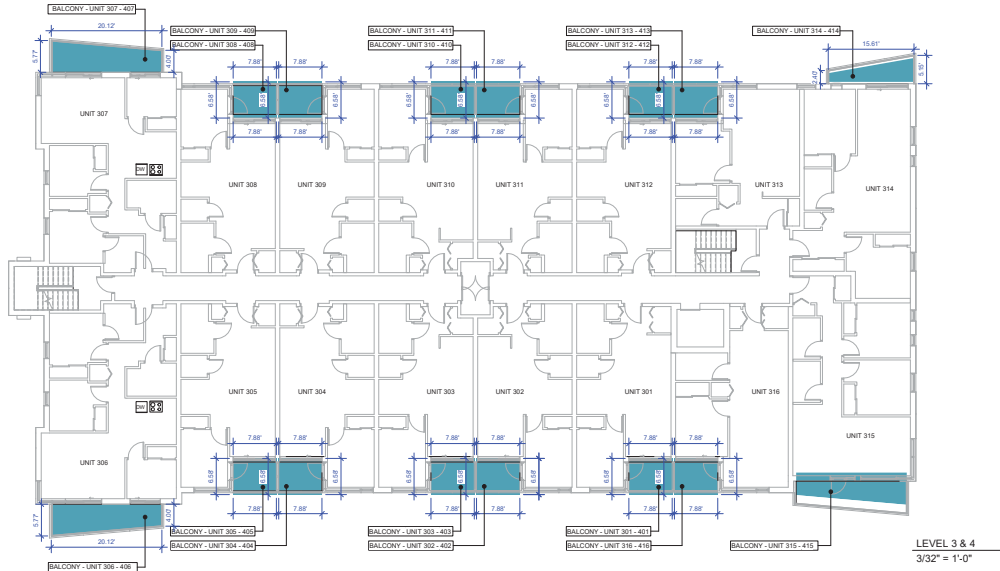
No.	Date	Description

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Scale:
1/4" = 1'-0"

DWG. NO:
A870

Plot Date: 2024-10-25 2:31:24 PM E:\000\LOCAL FILES\1756_01_MAIN_R20_CF_144_w214_bim@anarchitects.com.vrt



Level #	Unit #	Wall Area (Sq. Ft.)	Ceiling Area (Sq. Ft.)	Parapet Area (Sq. Ft.)	Total Area (Sq. Ft.)	Balcony Opening Area (Sq. Ft.)	Opening Percentage
Level 2		189.36	51.85	27.58	268.79	39.40	14.66
Level 3		189.36	51.85	27.58	268.79	39.40	14.66
Level 4		189.36	51.85	27.58	268.79	39.40	14.66
TOTAL		567.08	155.55	82.74	805.37	118.20	14.66

ARCHITECTS

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Email: office@AMArchitects.com

ANKENMAN MARCHAND

Project:

1756

144 - West 21st

Address:

144 - W21st Street, North Vancouver

Drawing:

BALCONIES WALLS,
OPENING AREA

Project Status:

REZONING

SUBMISSION

Date Description

2021-01-03 Response to PTC

2021-10-25 Response to PTC

REVISION

No. Date Description

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Scale:

3/32" = 1'-0"

DWG. NO:

A880

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A890



Summary Report

Developer Information Session Feedback

Re: 144 – West 21st Street

A Developer Information Session was held on August 14th, 2019 from 6:00 pm - 9:00 pm at the Harry Jerome Community Centre located at 123 West 23rd Street, North Vancouver

Meeting Format: 15 presentation boards depicted the proposed plans for the Development on 144-West 21st Street. These boards explained the proposed design, proposed heights, unit types, neighbourhood context, etc. A sign-in station was located at the entry door and exit survey tables were provided to encourage people to complete feedback forms. Attendees were also given the option to take away their feedback forms for further consideration and privacy. Submissions made after November 16, 2016 have also been included in this summary report.

Purpose: To gather comprehensive Community feedback on the preliminary plans and receive suggestions prior to the next stages with the City of North Vancouver.

Outcome: Over 15 people attended the workshop over the course of the evening. 15 attendees filled out the sign in sheet. One third of respondents (5 total) submitted feedback forms either at, or after, attending the meeting. Attendees' views and comments are captured within this Summary Report. At (and following) the meeting, the project team received several requests from attendees for electronic copies of the presentation material. All such requests were responded to in a timely manner.

EXECUTIVE SUMMARY

- Architecture: Overall, the response to the architectural design was positive, though three respondents felt 6 storeys was too high.
- Use: Overall, the response to 100% rental was positive.
- Parking: Overall, respondents felt more parking was needed.
- Tenant Relocation/Retention: Respondents voiced urgency to assist current tenants in finding suitable and affordable housing options during eviction.

This report summarizes the results and includes the final tally of responses received. All additional respondent comments have been included verbatim to avoid bias or interpretation.

The members of the public who either attended the meeting and/or filled in Exit Survey reports are as follows:

Lindsay Miles-Pickup	159 West 22 nd St		
Kelly A. Blake	206-144 West 21 st St		
Yew Hee	402-128 West 21 st St		
Janette Razow	408-119 West 22 nd St		
Andrew Issley	408-119 West 22 nd St		
Robert Clydesdale	135 West 21 st St		
Robert Ke	306-159 West 22 nd St		
Brenda J Rich	404-108 West 21 st St		
Arthur Davies	344 West 20 th St		
Rica Cabalung	344 West 20 th St		
Grace Krus	144 West 21 st St		

Gail Matheson	128 West 22 nd St		
Chris Baker	119 West 22 nd St		
S. Macauley	335 East 3 rd St		
Patrick Heide	202 150 West 22 nd St		

Below are the questions asked on the Exit Survey, with responses following verbatim.

1) Please comment on the proposed 85 new 100% rental residential units.

- Support. The existing building is old. Rental buildings are needed.
- Rental units are very much needed in the City of North Vancouver. Consideration MUST be given to the present tenants being displaced & consideration to people who cannot afford \$2000.00 per month rent.
- The area is already quite densified and further rentals combined with the potential Harry Jerome site will over densify the area.
- Too big & much too high.
- Main issue is the height of the new proposed building. The height of the new building will block the view of people living from 3rd to top (5th) floor at 119 West 22nd street, tenants facing West. We will lose the City and water view if proposed 6 storey building is built. We recommend building height be limited to 4 storeys. Thank you for your consideration.

2) Please comment on the proposed approximate 50 new underground parking stalls.

- >50% need to be electric stalls, preferably 100%.
- Not enough, should be 85.
- 50 Stalls are not enough when you consider the problems presently existing in our neighbourhood. Most people have considerable problems with this.

3) Please comment on the proposed landscape design fronting West 21st Street.

- Looks fine. Huge improvement to what is there now.
- Appears to be good with the existing landscaping in the area. Consider drought resistant hardy plants and trees to minimize the climate change issues we are facing now & in the future.
- Landscaping too shallow – supposed to be on green necklace. Prefer deeper setback or better privacy.

4) WEST 21st STREET: A 6 storey facade is proposed along the West 21st streetscape with the first 4 storeys being similar in massing and form to the existing building, with 2 storeys above set back significantly from the street to reduce the overall massing and form. Please comment on this design approach:

- Appears to enhance privacy.
- Design is fine.
- Upper stories must be set back much more.
- 6 storeys is too high and not in line with the existing area. Bonus density should not be granted.

5) REAR LANEWAY CONNECTION: The project includes a breezeway/walkway connecting West 21st Street to the Rear Laneway and walking trails. This will be well lit and is intended to increase public connectivity through the neighbourhood. Please comment on this aspect of the proposal:

- The existing walkway is well used by people in the neighbourhood, and addition would be appreciated.
- Good. Great that renters can access the trails.

6) Please comment on the envisioned 'butterfly roof' design (large overhanging roof), which provides solar shading and rain protection.

- No issues with the design of the building.

- Too high, but overhanging concept ok.

7) Please comment on any other aspect of the project (please feel free to use back of page if necessary):

- Fully support project. However, there should be 85 parking stalls as well as ones for visitors.
- Main concerns are for displaced renters, unreasonable rents for most people, not enough parking spots. Not everyone in North Vancouver can bike to work.
- Too many floors. 3 levels best, + underground parking.
- 6 storeys is too tall. 1.6 FSR is all they should be granted.

Sustainability Statement

Natural Systems - Landscape		Included	Comments
1	Private Trees	Y	The existing trees within the site cannot be retained due to the location and size of the underground parking, but the project will be retaining the existing street trees along West 21st, and will be adding trees around the site, resulting in a net positive number of planted trees on site.
2	Green Roof / Wall	N	The project will not include green roofs / walls.
3	Majority Native Species Landscaping	Y	The project will be landscaped with primarily native, native-like and drought resistant plants.
4	Habitat Restoration	Y	Because the project will be using primarily native species, it will provide habitat to local flora and fauna.
5	Community Gardens	Y	The project will include urban agriculture plots in the rear yard to be used and accessed by all residents.
6	50% or More Edible Landscaping for Common Space	N	The project will not include 50% or more edible landscaping, though will include some native plants with edible fruits or berries.
7	Water Efficient Irrigation System (drip hose, low-flow nozzles)	Y	The project will coordinate with mechanical teams during next phases to include low-flow and efficient irrigation systems for all landscaping.
8	Rainwater Collection	Y	The project will provide a rainbarrel in proximity to the community gardens, to reduce the amount of potable water required for irrigating garden plots.
9	Reuse of Wastewater	N	The project will not include wastewater reuse on this site.

Natural Systems - Hardscape		Included	Comments
1	Permeable Paving for Hardscape	N	The project will not include permeable paving as part of the site design due to the size of the underground parking structure.
2	40%+ Open Site Space (see Zoning Bylaw Definition)	Y	The project achieves over 40% open site space.

Physical Structure - High Performance Construction		Included	Comments
1	Durable Building (modular / deconstructable)	N	The project will not include modular / deconstructable elements.
2	Recycled Content	Y	The project will include recycled and recyclable materials to the greatest extent possible.
3	Majority Use of Environmentally Friendly Materials (non-toxic, wood)	Y	The project is primarily of wood-frame construction, and will be local and non-toxic.
4	Certified by a Third Party Green Building Rating System	N	The project will not certify with a green building rating system, but will follow green built industry standards.

Physical Structure - Energy Efficiency and Healthy Buildings		Included	Comments
1	Energy Performance	Y	This project will adhere to the required level of the Energy Step Code, which will ensure it is performing with optimal energy performance.
2	Superior Insulation	TBC	Through the energy modeling process required by the Energy Step Code, the project will include the necessary insulation levels to ensure the overall energy performance targets are met.
3	Airtightness	Y	The project will perform air tightness testing to meet the Energy Step Code requirements.
4	High-performance Windows	Y	The project will include thermally broken windows.
5	District Energy	TBC	The project will undergo a review to confirm whether there is an opportunity to connect to the LEC. Should it be deemed viable, the project will respond mechanically through the selection of hydronic mechanical systems which utilize the energy available through the LEC connect.
6	Building Heating System	TBC	Through the energy modeling process required by the Energy Step Code, the project will select a heating system that efficiently heats the building while ensuring the overall energy performance targets are met.
7	Heat Recovery Ventilator	TBC	Through the energy modeling process required by the Energy Step Code, the project will assess the need for HRVs in achieving the overall energy performance target.
8	LED Lighting (whole building)	Y	The project will include energy efficient lighting throughout all common and private spaces.
9	Energy-Star Appliances	Y	Energy-Star Appliances will be used throughout the project to contribute to the project's overall energy performance targets.
10	Suite Metering	N	Unless otherwise specified by LEC or BC Hydro, the project will not be providing suite-level metering.
11	Water Efficient Fixtures	Y	The project will include low-flow fixtures throughout all suites and common areas.
12	Greywater Reuse	N	The project will not address grey water reuse.
13	Livability/Human Well Being	Y	The building has been designed to maximize passive architectural performance and environmental response. This process has produced not only reduction in energy requirements but high levels of daylighting and views for the occupants along with enhanced natural ventilation utilizing cross ventilation schemes.

Physical Infrastructure - Transportation		Included	Comments
1	End of Trip Bicycle Facilities	N/A	
2	Car-Share Program	N	The project will not include any car-share programs.
3	Electric Vehicle Supply Equipment: 20% of all residential parking spaces	Y	The project will include 20% of purchased residential stalls as electric vehicle charging stalls.
4	Electric Vehicle Supply Equipment: Adequate space in electrical room for remaining 80% of parking spaces	Y	As required, the project will ensure adequate electrical capacity.
5	Close proximity to frequent Public Transportation	Y	The project is located in close proximity to frequent public transportation along Lonsdale Avenue. A short 180m walk brings to you bus stops running both north and south, with 6 distinct bus routes that bring you around North Vancouver, and connect to other transportation hubs such as the Sea Bus station and bus loop exchanges to connect you to the rest of Metro Vancouver. This is extremely beneficial to the rental community.

Economic Considerations		Included	Comments
1	Direct Employment	Y	This project does not include commercial space, but will include the need to employ a full-time Building Manager.
2	Commercial Floor Space (net increase, indicate area)	N/A	This project does not include commercial space.
3	Neighbourhood Scale Commercial	N/A	This project does not include commercial space.
4	Non-Market / Lower-End of Market Commercial	N/A	This project does not include commercial space.
5	Commercial Relocation Strategy	N/A	This project does not include commercial space.
6	Indirect Economic Benefits	Y	During the course of construction, there will be full-time jobs generated during each year of the development. This benefit will also extend to local suppliers of various construction materials, furnishings and fixtures.

Human Potential		Included	Comments
1	Market Rental Housing	Y	This project will be 100% market rental housing.
2	Non-Market / Lower-End of Market Rental Housing	Y	This project will abide by the 10-10-10 requirement. (10% of units in new market rental projects to be rented at 10% below average rents, as indicated by Canada Mortgage and Housing Corporation, for a minimum period of 10 years.).
3	10%+ Three+ Bedroom Units	Y	The project will provide 8, 3-bedroom unit apartments (over 10%) in the project.
4	Micro-Units ~400 sq.ft.	N	The project does not include micro-units, as it aims to focus on liveability and providing spaces that can accommodate multiple occupants and families.
5	Childcare Facilities	N	The project will not include childcare facilities, but will include a children's outdoor playspace.
6	Community Space for Food Preparation, Storage and Processing	N	The project does not include food preparation or storage facilities.
7	Green Building Educational / Interpretive Features	N	The project does not address this item.
8	Primary and Secondary Stair Design	N	The project does not include a feature stair design as to maximize space for creating rental units.
9	Outdoor Circulation	N	The residential units are not accessed through exterior corridors, but the ground floor units facing the rear yard are able to be access from an outdoor walkway. The project also includes a publicly accessible walkway along the east edge of the site that connects West 21st to the public walking path in the lane at the rear of the building. Outdoor walkability is still a feature in the overall project design.
10	Storage space for residents in storage rooms	N	The project does not include storage units separate from the closets provided in the residential units.
12	Amenity & Commercial connections	Y	To promote social interaction between residents and the commercial users, the project will provide a business room available to for residents to utilize, rather than purchasing a suite with an extra room designated as a workspace. This provides an ideal "work from home" amenity.

Social Connections		Included	Comments
1	Design Features for People with Disabilities	Y	The project goes above the 25% requirement for adaptable units by providing 61% of units meeting Level 2 from the Adaptable Design Guidelines. The outdoor space in the rear yard also includes accessible picnic tables to increase inclusion and resident connections.
2	Communal Cooking Amenities	N	The project will not include community cooking facilities.
3	Indoor Amenity	Y	To promote social interaction between residents and the commercial users, the project will provide a business room available to for residents to utilize, rather than purchasing a suite with an extra room designated as a workspace. This provides an ideal "work from home" amenity.
4	Outdoor Recreation	Y	The provision of community gardens provides residents with ample space for outdoor gardening activities, encouraging residents to get outside, be physically active and grow their own healthy produce. It also includes the children's play area with seating for parents and guardians to gather and overlook.
5	Amenities for Senior Users	Y	A number of the garden plots will be at heights easily accessible to senior users. Benches and tables around the site will give places for seniors to gather. Tables will include spaces for games like checkers/chess.
6	Crime Prevention through Environmental Design	Y	The project will strictly adhere to the Crime Prevention design guidelines, to reduce any opportunity for crime

Cultural Diversity		Included	Comments
1	Formal and Informal Gathering Spaces	Y	The business room available to be rented for residents also serves as a formal gathering space. Occupants can gather together for any occasion or celebration. Informal gathering spaces will be incorporated into the landscape design of the plaza, encouraging interaction and activity between residents and visitors.
2	Retention of Heritage Building	N/A	N/A
3	Public Art Reflecting Local Culture	Y	The landscaping to the south of the building (along West 21st) will be fully landscaped, and will be a significant contribution to the public realm and human experience in the neighbourhood. Also provided is the publicly accessible walkway along the east edge of the site that connects West 21st to the public walking path in 2400 sf of public space and is our proposed public contribution.
4	Streetscape Improvements	Y	The landscaped area to the south of the building will be fully landscaped, designed to incorporate planted areas with seating areas, bringing humans and nature closer together.

Public Hearing: 144 West 21st Street

Bylaw No. 8896

Presented January 2022
Development Planning





Introduction

- Proposal:
 - 6-storey rental
 - 85 units
 - 2.6 FSR (1.0 bonus)
- Replacing:
 - 3-storey rental (1978)
 - 35 units



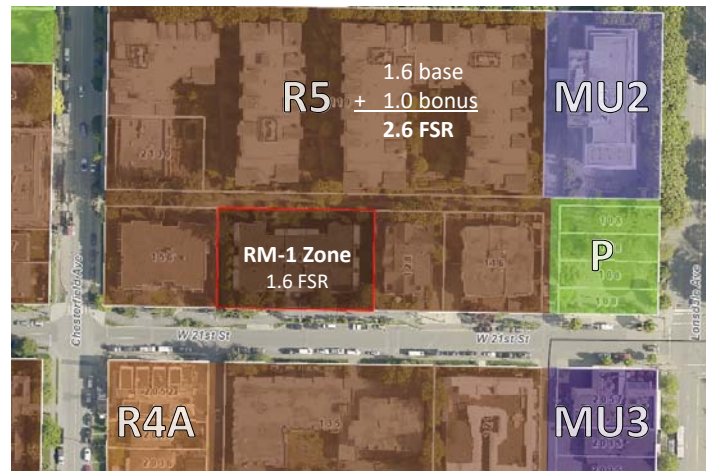
Location



Neighbourhood Context

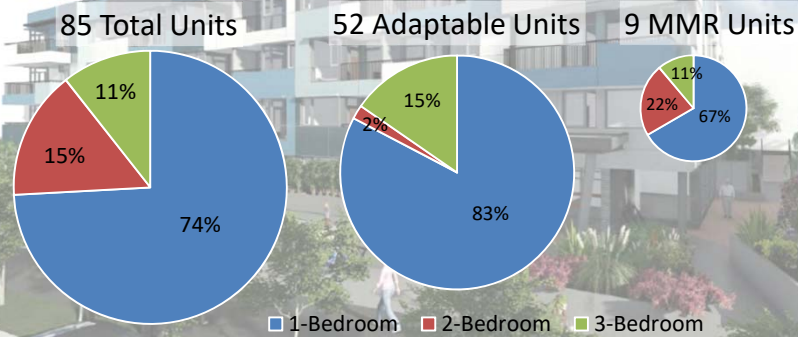


Policy Context



Proposal: Overview

- 6-storeys
- 2.6 FSR



Proposal: Site Design

- Front and rear:
 - Greenways
 - Seating & landscaping
- East:
 - Mid-block connection
- Amenities:
 - Gardening plots
 - Children play area
 - Indoor amenity space



Proposal: Site Access



Proposal: Landscaping

- 15 trees for removal
- 26 trees proposed
- Public-private integration



Tenant Relocation Plan

- 28 of 35 units tenanted
- 16 tenancies over 10 years
- Tenant Relocation Plan:
 - Relocation Coordinator
 - 3-months + moving allowance

Additional Compensation	Length of Tenancy
1 month rent	Up to 5 years
2 months rent	5-10 years
3 months rent	10-20 years
4 months rent	Over 20 years



Policy Analysis

- Consistent with *OCP*
- Density Bonus: 100% secured rental
- Meets *Housing Action Plan*
- Active Design: indoor/outdoor amenities
- Sustainable Development: landscaping, amenities, Adaptable Design



11

Zoning Amendment

- CD-745 (RM-1 base):
 - Increase density and height
 - Increase front setback

city
of north
vancouver

12

Conditions of Rezoning

- Housing Agreement
- Servicing Agreement
- Pedestrian Statutory Right-of-Way
- Community Good Neighbour Agreement
- Shoring, Crane Swing, and Staging License Agreement
- Flooding Covenant
- Community Energy Agreement



Updated Housing Agreement

- MMR units:
 - Improve language for eligibility
 - Priority to those living or working within the City
 - Priority for larger units to those with dependents
 - Annual submission of documentation
 - Minimum advertising period



Advisory Bodies

- ADP (July 24, 2019):
 - Endorsed proposal subject to addressing:
 - Colour palette choices
 - Safety concerns on mid-block connection
 - Pedestrian-vehicle conflict at driveway
 - Blend landscaping along frontage



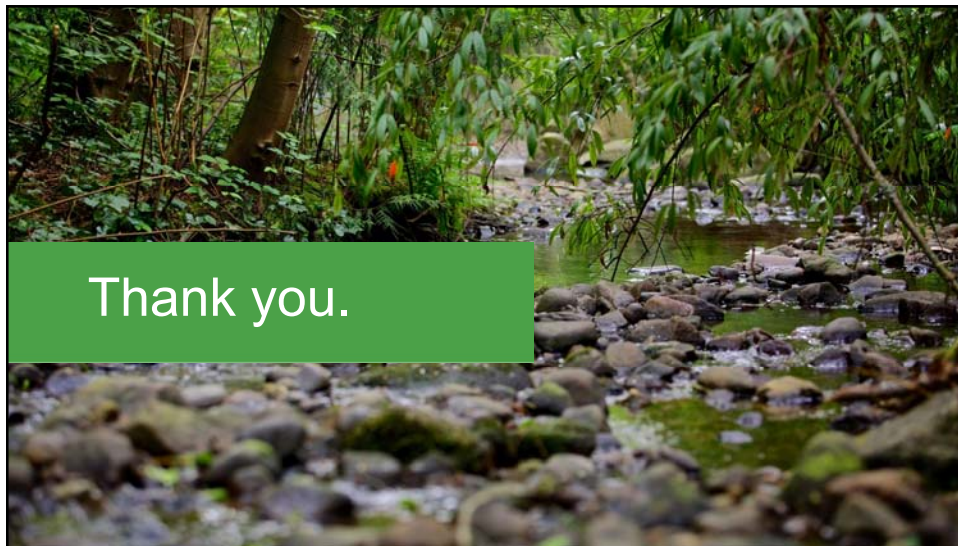
Public Engagement

- Developer Information Session
 - August 14, 2019 @ Harry Jerome Community Centre
 - 15 attendees; 5 written submissions
 - Support:
 - 100% rental apartment use
 - Landscaping and architecture
 - Concerns:
 - Height and density high for area
 - Insufficient parking



Conclusion


- Consistent with policies
- In alignment with City goals:
 - Intensify residential development within Lonsdale Regional City Centre
 - Increase rental and MMR units
 - Contribute to important infrastructure



Thank you.

ANKENMAN MARCHAND
 ARCHITECTS

WELCOME



ANKENMAN MARCHAND
 ARCHITECTS
*Continuing to create architecture that
enhances life and the environment.*

Public Hearing
 January 24th, 2022
 Rental Project – 144 West
 21st Street, North Vancouver

ANKENMAN MARCHAND
 ARCHITECTS

Overview

Presentation:

- Project Team & Introductions
- Surrounding Context
- Community Visions (OCP Excerpts)
- Community Benefits/Project Overview
- Architecture
- Sustainability
- Summary and Conclusions





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PUBLIC HEARING A2

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Project Team *Who is involved?*

ANKENMAN MARCHAND
ARCHITECTS

VDZ+A
LANDSCAPE ARCHITECTURE | CIVIL ENGINEERING | URBAN FORESTRY

GEOPACIFIC
VANCOUVER KAMLOOPS CALGARY


BDK Development Corporation

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PUBLIC HEARING **A3**

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Surrounding Context *(aerial view)*



SUBJECT SITE - 144 WEST 21ST STREET

Key information re: Site & Context:

- Site is surrounded by multiple-unit residential buildings
- Short (1/2 block) walking distance to Lonsdale including shops and services, restaurants, transit routes, Gordon Smith Gallery of Canadian Art & immediate access to Upper Levels Highway
- Building fronts onto existing bike lane network along 21st St.
- Holy Trinity & Larson Elementary & Carson Graham Secondary Schools located nearby.
- An extensive greenbelt/Walkway borders the site's northern border.
- There is a considerable site crossfall from the east side of the property dropping to the west.

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PUBLIC HEARING **A4**

Applicable Community Visions:

"In 2031, the City of North Vancouver will be a vibrant, diverse and highly livable community that is resilient to climate or other changes, and sustainable in its ability to prosper without sacrifice to future generations".

"The OCP has a strong focus on ... meeting the needs of the community members locally by creating an attractive, accessible, walkable community that supports the needs of a diverse population and labour force. This includes the provision of quality housing, a balance of amenities, including open space, a variety of transportation options, social services, a strong economy and a healthy environment and community".

"The City also wants ... continued celebration of arts and culture, an awareness of nature...and the pursuit of high-quality urban design".



Project Benefits and Overview

COMMUNITY BENEFITS

100% Rental:

- The project, if approved will add 85 rental units to North Vancouver's much-needed rental stock with a wide variety of unit types.
- This project adheres to the City of North Vancouver's 10-10-10 Policy as it relates to providing affordable housing. The overall percentages of the unit mixes will translate into the 10-10-10 units to provide affordability for all family sizes.
- The vibrant and unique architecture will greatly improve the current streetscape:



SUSTAINABILITY

Social & Urban Design Sustainability:

- The project proposes urban agriculture, gardens and amenity spaces for the site's future Residents to gather and socialize.
- The south-facing garden includes outdoor dining and lounge opportunities.
- All residential units have ample, shaded outdoor living spaces – either decks or patios.
- A shared workspace has been included near the building's entry for all residents to use thereby reducing the dependence of those who would otherwise have to commute to their workplace.

Building Sustainability:

- Significant bike parking is included: a total of 128 stalls including 9 surface stalls for visitors. There is provision for enough charging capacity for all secured bikes to allow E-bike charging stations
- A total of 10 parking stalls will have the capacity for a Level 2 charging station for EV's.

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Elevations + Materials

Inspired by “the pursuit of high-quality urban design” as noted in the OCP

- A gently sloped, butterfly roof minimizes the appearance of building height and works as a large “bathtub” with a two-tiered drainage system allowing less demand on the municipal stormwater system during peak high-event rains and snow.
- The distinct, unique & colourful juxtaposition of building materials, entry definitions, a 3-dimensional play on the façade materials, and providing each façade with its own definition and personality confirms this will be read as a landmark building.
- The top two floors have been intentionally set back and have been designed as subordinate to the 4-storey massing below.
- Large overhangs allow rain protection from the generous fourth floor patios & shadowing for the top floors.
- High-quality urban design along 21st Street including an iconic entry canopy, planters, plaza etc. all enrich the existing streetscape

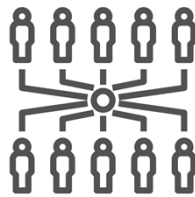
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PUBLIC HEARING

A9

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Sustainability Economic



Rental Development

In this model, provision of family units and additional Mid-Market rental units which will be rented at very affordable rates.



Affordability

Maintaining affordability is a key driver to the entire project. The development model inherently cuts many typical costs. The number of units and various typologies has been carefully chosen to maintain feasibility and to ensure the proposal is all-inclusive. Having major transit stops in both directions at nearby Lonsdale ensures future residents can avoid the need for, and associated costs of an automobile if desired.



Shared Resources and Community Living

Shared amenity spaces supplement the liveability of each home so residents can comfortably live in a smaller space and ensure that there are ample opportunities to create a community within a community. The shared office concept also reduces reliance on the automobile and increases affordability as those who would otherwise be required to rent a second bedroom or den no longer need to!

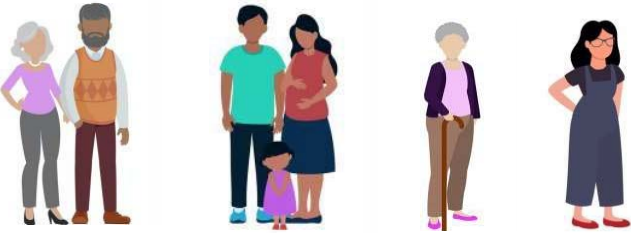
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PUBLIC HEARING

A10

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Sustainability Social



Down-sizers
Age-in-place

Young
families

Seniors

Young
professionals

Key to this development is the focus on creating a **multi-generational community**.

85 units are provided and consist of a wide variety of 1, 2, 2 + den and 3 bedroom homes. All units are single-storey homes providing an accessible choice for seniors or those looking to age-in-place.

A certain number of units will be fully adaptable and additional units will be available for those in need.

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PUBLIC HEARING A11

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Summary and Conclusions:

- This project is entirely community-based and offers the site's future residents,
- a unique and well-considered amenity package along with a unique and appropriate, architecturally striking building that will ensure significant pride throughout the Community.

Questions and Answers?



*Our entire Team wishes to thank both Council
and the Community for their consideration this evening!!!!*

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ARCHITECTS

PUBLIC HEARING A12

Name ANDREW ISSLEY and JANETTE RAZON
Street Address 408 - 119 West 22nd St.
City NORTH VANCOUVER
Postal Code V7M 0B4

September 11th, 2019

Ref: Planning Application No REZ2019-00010 144 W.21st St.

Dear Mayor Buchanan and Council Members,

I write in connection with the above planning application. I have examined the plans and I know the site well. I wish to object strongly to the proposed development based on the density of the building in addition to requesting strongly that the council consider the current state of housing for the current occupants of the building. As a concerned neighbour, I respectfully ask for no zoning change on this parcel not because I am anti-growth but because I am an enthusiastic supporter of smart, planned urban development and supportive community development.

North Vancouver is a growing community where rental housing is a continued need – this is indisputable. Although our vacancy rate has improved, it is hard to argue with any development which brings more opportunities for housing for valued members of our community. However, North Vancouver has also grown at a disproportionate rate with developments increasing far beyond the ability of services that the city can handle, including increased traffic, parking, need for transportation and affordability for its citizens.

As per the 2014 Community Plan, the site of 144 W. 21st street would be considered a moderate to low density neighbourhood and would be subject to similar conditions of newer developments such as Anderson Walk which was required to scale back to a 4 story site at 159 W. 22nd St. The amended community plan in October of 2018 has left 21st street between Lonsdale and Chesterfield designated as Residential Level 4A and Level 5 with a maximum bonus FSR up to 1.0. Based on the community plan, this requires a community benefit which has not been evidenced by the current development plan. As stated by both the developer and the architect at the recent information session, the proposed 6-story (3 story, 40+ unit addition) will undertake “only what is required by the City of North Vancouver”, implying the 10% community benefit for market housing – it is hard to see how the bare minimum constitutes a community benefit when this accounts for 8 units when the building will see an increase of 50+ units.

Comments from the developer and architect at the recent information session are that they have designed the building for the “bare minimum” as required from rental units - this includes having 50 parking spots for 85 units. The current building has one parking spot per unit, placing no extra stress on the already burdened area with the exception of multi-car units and visitors. This particular section of the community has already lost multiple parking spots as a result of the Green Pathway and has 2 more developments already approved which will increase the density in the neighbourhood by a minimum of 33 units (6 townhouses and a 27 unit development). While North Vancouver has seen an increase in active transportation, an average of 60% of community members still travel by car (City of North Vancouver Community Plan, 2014). The neighbourhood will already be under intense stress as the result of the development at 17th and Chesterfield in which there will only be 56 parking spots provided for a 87 units.

There is insufficient road infrastructure with nearby intersections not being able to handle the dramatic increase in traffic that will occur if rezoning is permitted. With the west end of 21st street being stop-sign controlled with a pedestrian light, in addition to being a main thoroughfare for children walking to school and the recent development of the Green Pathway – this will cause an unprecedented amount of traffic in the neighbourhood.

The development of the Green Pathway, 21st street is a narrow street that limits traffic flow. The intersection of 21st St. and Chesterfield, one half block from this property, does not function well, and is a high-risk intersection for pedestrians with heavy traffic flow, unclear views for pedestrian crossings and high speed vehicles. The intersection is a walking route for neighbourhood students to Carson Graham Secondary School as well as Wag Creek Park and a local day care. With the addition of over 80+ new units within a five-block span over the coming years, it will increase the already high risk of a car accident involving a pedestrian particularly the youth and children who use this area as a thoroughfare to daycare services and schools.

Rapid neighbourhood growth has put a strain on the community, infrastructure and community members enjoyment. The Central Lonsdale area is experiencing rapid growth as evidenced by the significant number of buildings being built along Lonsdale and both to the immediate east and west. This magnitude of change is impacting density dramatically within the area and this existing development within the neighbourhood must be considered.

If this rezoning is approved and the planned development completed, the neighbourhoods surrounding the property will witness a dramatic increase in traffic in an already heavily congested area, which will lead to more accidents, injuries and fatalities.

The lack of proper engagement with the community should also be cause for concern from Mayor and Council. While the property owner and developer claim to have provided adequate time to inform the community of the upcoming development, mailers arrived in local mailboxes between 1 and 4 days before the proposed community meeting. In addition, the mailer contained both the wrong address and the wrong date for the event. In addition, signage outside of the building was put up less than 2 weeks before the community event.

If this application is to be decided by council, please take this as notice that I would like to have additional information regarding the application and decisions. Please let us know as soon as possible the date of the meeting.

Sincerely,


Name
Janette Razon


ANDREW Issley

Mayor Buchanan and Council Members
141 West 14th St
North Vancouver, BC
V7M 1H9

September 16th, 2019

Ref: Planning Application No REZ2019-00010 144 W.21st St.

Dear Mayor Buchanan and Council Members,

I write in connection with the above planning application. I have examined the plans and I know the site well as we own an apartment in Anderson Walk, 139 West 22nd Street. I wish to object strongly to the proposed development based on the density of the building in addition to requesting strongly that the council consider the current state of housing for the current occupants of the building. As a concerned neighbour, I respectfully ask for no zoning change on this parcel not because I am anti-growth but because I am an enthusiastic supporter of smart, planned urban development and supportive community development.

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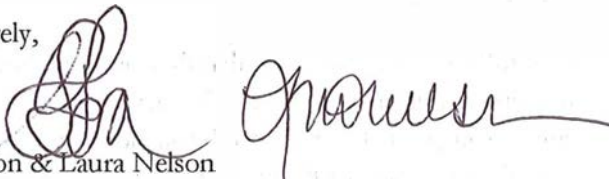
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Sincerely,


Gordon & Laura Nelson

3790 Lonsdale Ave

North Vancouver, BC

V7N 3K6

Name MARGARET ANN BODWELL
Street Address #416 - 119 WEST 22nd ST
City NORTH VANCOUVER - BC
Postal Code V7M - 0B4

September 11th, 2019

Ref: Planning Application No REZ2019-00010 144 W.21st St.

Dear Mayor Buchanan and Council Members,

I write in connection with the above planning application. I have examined the plans and I know the site well. I wish to object strongly to the proposed development based on the density of the building in addition to requesting strongly that the council consider the current state of housing for the current occupants of the building. As a concerned neighbour, I respectfully ask for no zoning change on this parcel not because I am anti-growth but because I am an enthusiastic supporter of smart, planned urban development and supportive community development.

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As per the 2014 Community Plan, the site of 144 W. 21st street would be considered a moderate to low density neighbourhood and would be subject to similar conditions of newer developments such as Anderson Walk which was required to scale back to a 4 story site at 159 W. 22nd St. The amended community plan in October of 2018 has left 21st street between Lonsdale and Chesterfield designated as Residential Level 4A and Level 5 with a maximum bonus FSR up to 1.0. Based on the community plan, this requires a community benefit which has not been evidenced by the current development plan. As stated by both the developer and the architect at the recent information session, the proposed 6-story (3 story, 40+ unit addition) will undertake “only what is required by the City of North Vancouver”, implying the 10% community benefit for market housing – it is hard to see how the bare minimum constitutes a community benefit when this accounts for 8 units when the building will see an increase of 50+ units.

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There is insufficient road infrastructure with nearby intersections not being able to handle the dramatic increase in traffic that will occur if rezoning is permitted. With the west end of 21st street being stop-sign controlled with a pedestrian light, in addition to being a main thoroughfare for children walking to school and the recent development of the Green Pathway – this will cause an unprecedented amount of traffic in the neighbourhood.

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Sincerely, *A Bodwell*

Name *ANN BODWELL*

Name Jane Butler
Street Address 404-119 W 22nd St.
City North Vancouver
Postal Code V7M0B4

September 11th, 2019

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Sincerely,

Name Martha Jane Butler

Helen Anderson
323 – 119 22nd St. West
North Vancouver, BC
V7M 0B4

September 11th, 2019

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Sincerely,

A handwritten signature in black ink that reads "Helen Anderson". The signature is written in a cursive, flowing style.

Helen Anderson

Douglas Anderson
323 – 119 22nd St. West
North Vancouver, BC
V7M 0B4

September 11th, 2019

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Sincerely,



Douglas Anderson

Kelsey Fitzpatrick
#403 119 W. 22nd St.
North Vancouver, BC V7M 0B4

September 11th, 2019

Re: Planning Application No REZ2019-00010 144 W.21st St.

Dear Mayor Buchanan and Council Members,

I urge you NOT to approve the above rezoning application because the proposed development will increase traffic and public parking demands in our neighborhood and those increases cannot be serviced by existing streets and public parking spaces.

1. Traffic - The proposed development includes 50 new units, which translates to potentially 50+ additional cars on our already congested local streets. Please note that W. 22nd St (which I live on, 1 street north of the proposed development) which would be used by residents of W. 21st street, sees regular congestions because it is extremely narrow for it's current use. It is a 2-way street with parking on both sides, but because it is narrow it essentially only allows one-way traffic (cars going opposite directions usually have to give way in a pull-out in order to pass each other). As such, an additional 50+ local cars in the neighborhood, will only increase the difficulty of navigating W 22nd St. by a huge magnitude.
2. Parking -- The proposed development would have 85 units but would provide only 50 parking stalls. This means there would be potentially 35+ additional cars looking for on-street parking in our neighborhood and those spots do NOT exist. Please note that on W. 22nd St (which I live on, 1 street north of the proposed development) 100% of available parking spots are filled EVERY night. There is no capacity for additional local cars to park on W 22nd, and I am concerned that some of those additional 35+ cars would indeed do so because it is close.

As such, I request that you NOT approve this rezoning application.

Respectfully,



Kelsey Fitzpatrick (owner and resident at the above address)

Christopher Baker
406 -119 West 22nd Street,
North Vancouver,
V7M 0B4

September 26th, 2019

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Ana Gundzik
321-119 W 22nd St
North Vancouver
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There is insufficient road infrastructure with nearby intersections not being able to handle the dramatic increase in traffic that will occur if rezoning is permitted. With the west end of 21st street being stop-sign controlled with a pedestrian light, in addition to being a main thoroughfare for children walking to school and the recent development of the Green Pathway – this will cause an unprecedented amount of traffic in the neighbourhood.

The development of the Green Pathway, 21st street is a narrow street that limits traffic flow. The intersection of 21st St. and Chesterfield, one half block from this property, does not function well, and is a high-risk intersection for pedestrians with heavy traffic flow, unclear views for pedestrian crossings and high speed vehicles. The intersection is a walking route for neighbourhood students to Carson Graham Secondary School as well as Wag Creek Park and a local day care. With the addition of over 80+ new units within a five-block span over the coming years, it will increase the already high risk of a car accident involving a pedestrian particularly the youth and children who use this area as a thoroughfare to daycare services and schools.

Rapid neighbourhood growth has put a strain on the community, infrastructure and community members enjoyment. The Central Lonsdale area is experiencing rapid growth as evidenced by the significant number of buildings being built along Lonsdale and both to the immediate east and west. This magnitude of change is impacting density dramatically within the area and this existing development within the neighbourhood must be considered.

If this rezoning is approved and the planned development completed, the neighbourhoods surrounding the property will witness a dramatic increase in traffic in an already heavily congested area, which will lead to more accidents, injuries and fatalities.

The lack of proper engagement with the community should also be cause for concern from Mayor and Council. While the property owner and developer claim to have provided adequate time to inform the community of the upcoming development, mailers arrived in local mailboxes between 1 and 4 days before the proposed community meeting. In addition, the mailer contained both the wrong address and the wrong date for the event. In addition, signage outside of the building was put up less than 2 weeks before the community event.

If this application is to be decided by council, please take this as notice that I would like to have additional information regarding the application and decisions. Please let us know as soon as possible the date of the meeting.

Sincerely,

Jay Gundzik

Subject: FW: Development application for 144 W. 21st St

From: Rick Martin <>

Date: October 9, 2019 at 11:19:27 PM EDT

To: "Linda Buchanan (Mayor)" Kendra McEachern "Holly Back (Councillor)" "Don Bell (Councillor)" "Angela Girard (Councillor)" "Tina Hu (Councillor)" "Jessica McIlroy (Councillor)" "Tony Valente (Councillor)"

Cc: David Johnson

Subject: Development application for 144 W. 21st St

Dear Mayor and Council,

I am writing regarding the above development application. I urge you to NOT accept the development application as it stands. I live on the ground floor of the North-West corner of my condo building which is immediately East of the proposed development. I understand that development needs to happen, and, far from NOT wanting development in my yard (almost literally), I encourage high-density development - within reason.

1. The proposed development will reduce the light (and sunshine) for myself and my neighbours. I have a small yard that I enjoy during our summer months; the proposed development will set it almost permanent shade.
2. This level of building density is too much; especially immediately adjacent to the Anderson Walk development which has been built in recent years (I bought my unit in 2004 when the high school was to my north). We have TWO other on-going developments on Chesterfield at the end of 21st Street.
3. The proposal for 40-or so parking stalls is ludicrous when there is ALREADY no parking in this street or surrounding streets. I understand that this is to code, based on your environmental ambitions. This isn't what is happening; people still need cars and there is newly created traffic with residents searching for parking.

FINALLY, and most importantly, I find that this development application is appalling from the owners of this particular building. They have - for YEARS - flouted your requests/bylaws and our requests as neighbours to fix-up their building. The building has been in a disgraceful state for numerous years and has housed numerous wasp nests, birds nests and many rodents. It's galling to accept that after their total contempt for the neighbourhood that they live in, they now request a huge increase in footprint and building capacity. Further, they have - last week - just started to superficially repair their building. This "repair" can be considered nothing but a sham renovation in order to try to regain credibility and good favour such that their development application is accepted.

I do NOT accept that this is good policy to accept this proposal. As Mayor and Council, please restrict the capacity/height of this building (FOUR floors on the SAME building footprint seems reasonable). As the elected mayor and council, I expect that you consider this input - and the input of all our neighbours before making your decision.

Kind regards and respect,

Rick Martin
Suite 103-128 West 21st Street
North Vancouver, BC V7M 1Y9

From: Janet Branch
Sent: January-10-22 4:43 AM
To: Submissions
Cc: Mayor Linda Buchanan; Don Bell (Councillor); Holly Back (Councillor); Angela Girard (Councillor); Tina Hu (Councillor); Jessica McIlroy; Tony Valente (Councillor)
Subject: Rezoning request for 144 West 21st Street North Vancouver

Dear Mayor and Council Members,

I am writing to you to express my strong opposition to the application by Confide Enterprises Inc. requesting a rezoning of the property located at 144 West 21st Street North Vancouver from its current zoning of RM-1 to CD-745 to allow the construction of a 6 storey rental building. A 6 storey structure is inappropriate for that specific block location..

Since I purchased my condo 15 years ago the nature of the community has been allowed to erode with the construction of Anderson Walk, a block long 5 and 6 storey building. This development then spurred a redevelopment project for the recently completed 5 storey housing development at 2137 Chesterfield Avenue. I say erode to highlight the loss of sunlight due to the taller developments obstructing the sun from reaching our building as well as the significant loss of available street parking spaces.

I bought my suite for the small yard it offered my north facing suite on the ground floor of our small 26 unit building. With the development of Anderson Walk and the School District Building I have lost 60 to 90 minutes of spring / summer morning sunlight in my small yard. With the recent completion of 2137 Chesterfield Ave. I have also lost access to a couple hours of late afternoon evening summer sunlight. The previously blessed small little yard that previously saw sunlight during the year now see significantly less sun. The previous rezoning allowed by previous Councils are essentially building us into a canyon.

With the new development in the neighbourhood the density has increased significantly making on street parking near our building very very difficult. This summer I had out of town visitors who found it very challenging to park close to our building. An 85 unit rental building will only make this situation worse. Our building lost parking and loading areas in front of the building with the Green Necklace Project. The recent construction of the curb bulges and parking restrictions on 21st Street and on Chesterfield have further eroded our buildings access to any unloading or parking reasonably close to our building.

Finally, on a safety note, it seems a recipe for disaster to allow an underground parking garage that accommodates 85 units parking to outlet onto the Green Necklace Walking / Bike Path, particularly given the gradient of the path in the area and the number of small children that use the path.

I am requesting that you please review these rezoning requests with the objective of improving the lives of the residents, the neighbourhood and the community. This application does neither.

Sincerely yours,

Janet Branch
156 21st Street West, Suite 105
North Vancouver, BC V7M 1Y9

From: Kay Farr
Sent: January-17-22 8:40 PM
To: Submissions; Emma Chow
Subject: 144 West 21st St Proposed Zone Bylaw Amendments No. 8896 and 8897

Attention Corporate Officer:

I strongly disagree with the Proposed Zone Bylaw Amendments 8896 and 8897 to the Property at 144 West 21st St.

- The proposed density and height of the building will block any light that reaches the residents of the Anderson Walk Property, affecting the resident owners property resale values and more importantly their mental health.
- The existing apartment structures on the block are all 3 stories high; the slope of the land does not lend itself to a building that is 6 stories high and will create a visual monstrosity in the neighborhood.
- The proposed density of the building will increase the traffic congestion and noise in the neighborhood; the traffic and noise has already increased exponentially due to recent construction within the area.

Thank You in advance for considering the neighborhood residents' concerns to leave the existing zoning in place and NOT allowing for the change in height and density for the property 144 West 21st St. that is clearly not appropriate for the 21st street neighborhood.

Kind Regards
Kathleen Farr
#110-119 West 22nd St
North Vancouver BC V7M 0B4

From: John Leyland
Sent: January-18-22 3:57 PM
To: Submissions
Subject: Zoning Amendment Bylaw No. 8896 and Housing Agreement Bylaw No. 8897

Good Afternoon,

I would like to provide my input into the subject noted bylaw amendments as part of the public hearing on January 24th. I am against a 6-storey building immediately to the south of me as it would obstruct what little sun I get in my yard. My preference would be for a 4-storey building.

Thank you.

John Leyland
106-139 West 22nd Street
North Vancouver, BC V7M0B5

January 17th 2022

Mayor and Council
City of North Vancouver
141 West 14th Street
North Vancouver B.C.
V7M 1H9

Re. Zoning application 144 West 21st Street

Dear Mayor and Council,

I am writing to voice my opposition to the request from Confide Enterprises to increase the size of 144 West 21st Street from RM1 to CD745 allowing a 6 storey building with 85 suites instead of the current 3 storey.

I live at Oceanview, 156 West 21st Street, a three storey Condo building of 26 suites which we have recently upgraded with a full Reclad.

I am opposed to a six storey building in a street of 3 storey buildings where it would take all light from the east side of our building, lowering the value of some suites and create even more parking problems in our neighbourhood. Most rental buildings are not adding parking for every suite but people still own cars and there will be nowhere to park.

I have lived here 17 years and have suffered through many years of construction with first Anderson Walk and Hyad to our North. More recently to our West, 2137 Chesterfield a 5 storey building which was built on two single family home lots and has been developed to within 6ft allowance on all sides. I now look at this monstrous building instead of mountains and trees. On our South there is a townhouse development still in construction.

Parking for any visitors to all these buildings is extremely hard to find and especially for us when we lost street parking and any drop off area due to the Green Necklace development which runs in front of us.

This neighbourhood can not take any more huge developments so I ask that the application be more considerate of those residents who live here.

Yours sincerely

Heather Macfarlane
156 West 21st Street #303
North Vancouver B.C.
V7M1Y9

Lindsay Miles-Pickup
#211 159 W. 22nd St.
North Vancouver, BC
V7M0B6

January 12, 2022

Ref: Planning Application No REZ2019-00010 144 W. 21st St.

Dear Mayor Buchanan and Council Members,

I write again in connection with the above planning application. I have examined the plans and I know the site well. I wish to object strongly to the proposed development based on the density of the building in addition to requesting that the Mayor and Council consider the current state of housing for the current occupants of the building. As a concerned neighbour, I respectfully recommend that the Mayor and Council **vote no** to the requested zoning change on this parcel. I recommend this not because I am anti-growth but because I am an enthusiastic supporter of smart, planned urban development and supportive community development.

North Vancouver is a growing community where rental housing is a continued need – this is indisputable. Although our vacancy rate has improved, it is hard to argue with any development which brings more opportunities for housing for valued members of our community. However, North Vancouver has also grown at a disproportionate rate with developments increasing far beyond the ability of services that the city can handle, including increased traffic, parking, need for transportation and affordability for its citizens.

As per the 2014 Community Plan, the site of 144 W. 21st street would be considered a moderate to low density neighbourhood and would be subject to similar conditions of newer developments such as Anderson Walk which was required to scale back to a 4 story site at 159 W. 22nd St. The amended community plan in October of 2018 has left 21st street between Lonsdale and Chesterfield designated as Residential Level 4A and Level 5 with a maximum bonus FSR up to 1.0. Based on the community plan, this requires a community benefit which has not been evidenced by the current development plan. As stated by both the developer and the architect at the recent information session, the proposed 6-story (3 story, 40+ unit addition) will undertake “only what is required by the City of North Vancouver”, implying the 10% community benefit for market housing – it is hard to see how the bare minimum constitutes a community benefit when this accounts for 8 units when the building will see an increase of 50+ units.

Comments from the developer and architect at the recent information session are that they have designed the building for the “bare minimum” as required from rental units - this includes having 50 parking spots for 85 units. The current building has one parking spot per unit, placing no extra stress on the already burdened area with the exception of multi-car units and visitors. This particular section of the community has already lost multiple parking spots as a result of the Green Pathway and has 2 recent new developments which have increased density in the neighbourhood by a minimum of 31 units (4 townhouses and a 27 unit development).

While North Vancouver has seen an increase in active transportation, an average of 60% of community members still travel by car (City of North Vancouver Community Plan, 2014). The neighbourhood will already be under intense stress as the result of the development at 17th and Chesterfield in which there will only be 56 parking spots provided for 85 units.

There is insufficient road infrastructure with nearby intersections not being able to handle the dramatic increase in traffic that will occur if rezoning is permitted. With the west end of 21st street being stop-sign controlled with a pedestrian light, in addition to being a main thoroughfare for children walking to school and the recent development of the Green Pathway – this will cause an unprecedented amount of traffic in the neighbourhood.

The development of the Green Pathway, 21st street is a narrow street that limits traffic flow - this has been compounded further by the development of new townhouses at the west end of the street. The intersection of 21st St. and Chesterfield, one half block from this property, does not function well. This is a high-risk intersection for pedestrians and motor vehicles with heavy traffic flow, unclear views for pedestrian crossings and high speed vehicles. The intersection is a walking route for neighbourhood students to Carson Graham Secondary School as well as Wag Creek Park and a local day care. With the addition of over 50+ new units within a five block span over the coming years, it will increase the already high risk of a car accident involving a pedestrian particularly the youth and children who use this area as a thoroughfare to daycare services and schools.

Rapid neighbourhood growth has put a strain on the community, infrastructure and community members enjoyment. The Central Lonsdale area is experiencing rapid growth as is evidenced by the significant number of buildings being built along Lonsdale and both to the immediate east and west in addition to the construction of new Harry Jerome Centre and surrounding buildings. This magnitude of change is impacting density dramatically and unsustainability within the area and this existing development within the neighbourhood must be considered.

If this rezoning is approved and the planned development completed, the neighbourhoods surrounding the property will witness a dramatic increase in traffic in an already heavily congested area, which will lead to more accidents and injuries.

In addition to the challenges of density, I wish to bring forward the challenge in which this proposal faces with respect to the current condition of the building and the seemingly lack of commitment of the current owner to provide adequate housing for individuals within our community as well as an overall commitment to the community plan. Increasingly, members of our community are being priced out of housing with renovations and demolitions. The current building has been left in abysmal shape – there are holes in the building, a tarp covered half the building for over a year and trees by the City of North Van were left to die within only a few months of being planted. That being said, the building provides affordable rent for 42 units to some of North Vancouver's vulnerable residents. These units, while being offered first right of refusal, will no longer have access to this affordable rent. The mandated 10% at below market value are still beyond the affordable limits for many individuals – an example would be the current rental rates for the rental property beside London Drugs in which a studio unit rents for \$1,600 per month. Even at 10% below market rental, \$1,199 for a one-bedroom unit is beyond the monthly income of an individual who is currently living on a BC disability rate.

The City of North Vancouver is increasingly facing an unaffordability crisis and many individuals are having to leave the comforts of their community as a result of these demolitions. As recognized by the City's Housing Action Plan, "Rapidly rising housing costs have placed pressures on all households in the

City”.

We are also increasingly rewarding absent and neglectful property owners who take advantage of increasing property rates and then reap the rewards of new units, increased density while only having to provide the bare minimum of a 10-10-10 system with 0.75 parking stalls per unit (“to save costs”). As a City which has committed itself to supporting lower to moderate income community members, I urge council to consider how they support the proposal of a building development from an owner that has shown little to no regard for the community in which it stands and continues to show little regard by providing the bare minimum moving forward. I also urge council to carefully review the proposal from the owner with respects to relocation packages for the individuals within the building to ensure that more than the bare minimum is provided for those who are disproportionately affected by an unfortunate situation – the need for increased rental stock while also needing to provide incentives to developers to build this stock.

The lack of proper engagement with the community should also be cause for concern from the Mayor and Council. In 2019, the property owner and developer claimed to have provided adequate time to inform the community of the upcoming development, mailers arrived in local mailboxes between 1 and 4 days before the proposed community meeting. In addition, the mailer contained both the wrong address and the wrong date for the event. In addition, signage outside of the building was put up less than 2 weeks before the community event. During the scheduled community meeting, the developer and architect did not engage in discussion with community members but instead insisted that they were abiding by the “what was required by the City of North Vancouver” and that the development of this property was “a favour to the owner” – showing little to no regard for community concerns over the density, the current state of the building or future opportunities for vulnerable residents.

At the end of the day, this building needs to come down. The lack of care and concern for the building and the community has left the building in such a state of disrepair that it is both a hazard and an eyesore. I ask you however to consider limiting additional challenges that the rezoning may pose and to carefully consider who benefits from such a policy decision.

At the end of the day, you will not be judged by the amount that you build, but what you build for this community. High density (or comprehensive density) buildings do not create a community, smart planning and concerned and thoughtful policy that creates homes and neighbourhoods that supports all residents, current and future, does.

Sincerely,

Community resident,

Lindsay Miles-Pickup

From: Maria Chaplinskaya
Sent: January-20-22 3:55 PM
To: Submissions
Subject: Zoning Amendment Bylaw No. 8896 and Housing Agreement Bylaw No. 8897

Hello,

I am the owner of G08-139 west 22 street, North Vancouver. I want to vote against this development. I understand that the building is too old and must go, but the proposed building does not work for that area, as it spoils the architecture of the block.

1. I have a ground patio facing the public walkway. The new building will completely ruin my privacy and I should forget about the sunshine. It will definitely affect its value because of that.
2. Homeowners and Renters use the homes differently. To have a substantial increase of renters in the area will definitely affect the way of living in this neighbourhood.
3. The new building is much closer to the public walk in the North side, which will affect the privacy and noise level.
4. The design of the proposed building does not match with the buildings in that area.
5. This size of the building is so big compared to the neighboring buildings that are not going anywhere for a long time.

Thank you for considering my request.

Sincerely,
Maria Chaplinskaya
G08-139 West 22nd Street
North Vancouver

From: Antonette Danielsen
Sent: January-20-22 8:54 PM
To: Submissions
Cc: nonni
Subject: Zoning Amendment Bylaw No. 8896 & Housing Agreement Bylaw No. 8897 – 144 West 21st Street.

To the Corporate Officer,

I am writing a submission regarding the public hearing for the City of North Vancouver, Zoning Amendment Bylaw No. 8896 & Housing Agreement Bylaw No. 8897 for 144 West 21st Street. I have lived in Vancouver my entire life and resided in North Vancouver for the past 14 years, spending the last 9 years in upper Lonsdale at my current address. My condo residence is adjacent to and directly north of the new proposed development.

Throughout my 87 years of living in Vancouver I have seen many developments and am not averse to redeveloping areas of the city to improve our communities. I have seen developments that have improved the community, and those that have negatively impacted the community I have lived.

My following submission does not oppose the development but does oppose the rezoning of the development from a medium density apartment residential (RM-1) to a comprehensive development 745 (CD-745) for the following reasons.

Our development community of investors and builders, as well as the city leaders and the Bylaws they approve have a responsibility to the environmental footprint of our city. There has never been a time in British Columbia's history that we have seen the environmental impact of all the past decisions civic leaders have made in the province and the city of Vancouver. There is no more evidence needed than the recent fires and floods that have had a significant impact on our economy and every citizen that lives in our communities. Rezoning to impact the financial results of the project at the expense of more environmental impact should not be supported or a philosophy of our community leaders that we vote to office. We live in North Vancouver that prides itself on the balance of natural beauty of our environment with the continued focus on improving where people live and work. Is rezoning for an extra floor of residents' worth losing our community values or the social responsibilities that we must uphold?

Also, more importantly, what precedent does it set for every new developer who will look to rezone every area of the community. It is not just one building that matters, as it is the precedent set for the next 20-50 buildings across our community. This rezoning will set a precedent for all developers that will look to increase profit for their ventures. Past zoning decisions were put in place to protect our community, but if we continue to not adhere to past decisions, we continue to send the message to all constituents that the environment does not matter and the impacts to people do not matter.

Furthermore, changing the zoning and adding more residents to this development will continue to pressure and already overloaded street parking. Although there is underground parking many residents have two cars and visitor who will park on the street. More residents equal more cars and more traffic in an already dense area of the city that has seen high growth in the last 15 years. We should not make the same mistake that other areas of Vancouver have made in their development strategies that have placed profit before the impacts on the communities already stressed infrastructure.

Thank you for reviewing my submission, as at 87 years old I continue to think about the impact to the next generation of our decisions, and my responsibility as a longtime resident of this city to those that come after I am gone. We have a beautiful community that needs a balanced approach to progress and environmental sustainability, as well as responsibility to the present infrastructure challenges. Please think of this balance as you make the decision to rezone this development and others right across North Vancouver.

Regards,

Antonette Danielsen
#507 - 119 West 22nd Street
North Vancouver BC V7M 0B4

From: Raf Sotola
Sent: January-23-22 9:17 PM
To: Submissions
Subject: 144 West 21st Street

Dear Sir/Madam,

We would like to express our concern related to proposed 6 storey rental apartment building next door.

We live on the East side of the 156 West 21st building and our windows directly face 144 West 21st Street.

Between late spring and early autumn we usually get a little sun in the mornings... With the proposed extension the amount of sun will be very limited which will not only have an impact on our standard of living and access to natural daylight, but will reduce value of our apartment.

It should be noted that when we were considering purchase of our apartment access to daylight, quiet location and cost were the main factors.

In past few years we have seen garbage, beer cans being thrown out of the 144 West 21st building, some of them landed on our balcony... On many occasions we could smell marihuana, and cigarettes coming out from that building too... We could hear loud music, sometimes very late in the night... In many instances we could not open the window to get fresh air because of the smoke or loud music... So much for the quiet location, and quiet enjoyment of our property..!

Now with proposed extension our access to natural daylight will be substantially reduced as well!

Unfortunately with current real estate prices we cannot afford to purchase any other place, which me and my wife discussed a few times.

It should be noted that on West 21st street there are currently no buildings taller than 4 storeys (most of the buildings are 3 storeys high). It is our opinion that adding 6 storey building will negatively affect the street view and area experience..

We are very upset with the proposed extension and we sincerely hope that this proposal will not be approved by the City..

Kind Regards

Rafal and Malgorzata Sotola
307-156 West 21st Street
North Vancouver

Strata LMS 4075 – The Westside
128 West 21st Street
North Vancouver, B.C.
V7M 1Y9

Received Jan. 24, 2022
PH 144 West 21st St.

December 8, 2019

City of North Vancouver
141 West 14th Street
North Vancouver, B.C.
V7M 1H9

Honorable Mayor Linda Buchanan and Members of North Vancouver City Council *

Re: Development Application for 144 West 21st Street, North Vancouver, B.C.

As neighbors directly adjacent to the subject development application we are writing to you as we have numerous grave concerns regarding first and foremost size and density.

We are not against the removal of the current 3 storey 35 unit building.

The present condition of Paisley Court has been a nuisance, eyesore, health and fire hazard, and its steady decline and decay has been ongoing for many years.

Our building has been affected by the bird and insect population, which has thrived within the exterior siding of this rental complex. We have incurred hundreds of dollars in costs addressing the migration to the Westside, as a result of the lack of management and maintenance of Paisley Court.

We are however extremely opposed and perturbed by the boldness of the application for the maximum allowable structure proposed, which is in proportionate density to the current building.

The current footprint of the building is within reason.

A 6-storey complex would completely close in, taking light away and cause increased noise reverberation on the pathway.

There is a proposed playground which would add additional noise and further infringement of quiet enjoyment of all our homes.

The west elevation of our strata, which affects 8 units' bedrooms, will be completely and totally compromised with the proposed development. We have concern for any adjustment to the building footprint.

Our privacy has been impacted and severely compromised on the North side since the construction of Anderson Walk.

There is amplification of street and vehicle traffic off Lonsdale on the public pathway between Anderson Walk and buildings on 21st street.

Additionally private functions held after business hours at the NVD School Board building disturb the quiet enjoyment of our residences.

Cont'd on page 2

Confide Enterprises Ltd. has been a negligent owner since 2011, infractions are all well known to The City of North Vancouver and published in the North Shore News, and is now being considered to develop the proposal for 144 West 21st Street.

How will City of North Vancouver Council ensure the owner / landlord will be responsible, responsive and compliant through application, construction and beyond?

Good neighbor interaction will be needed during construction and beyond, co-operation with neighbors will be mandatory and has been lacking to date.

We are absolutely opposed to a 6-storey structure.

The proposed addition of 3 storeys for a total of 85 units is a 70% increase to the existing population of the neighboring building.

The parking allocation of 42 spaces for 85 units is not realistic.

Even before Anderson Walk was developed there has been issue with parking on 21st. 22nd Street is chronically congested North and South, restricting passage to a single lane.

There currently is a huge parking issue for the present residents in numerous buildings on 21st as well as 22nd, and this results in 21st, 22nd and Chesterfield being inundated with street parked vehicles. There are many 2-vehicle households within many stratas in the neighborhood. The second vehicle requires owners to park on the street as there is inadequate building allocated parking spaces.

Should there be an increase in the units for 144 West 21st there will be proportionate increase in vehicles and pedestrian traffic.

Currently there are two mature trees on the east side of Paisley Court, one cedar in the front and one fir? tree in the back by the pathway that we would like to see remain. There are too many mature trees that have been obliterated due to construction, this is apparent when walking in the entire neighborhood and beyond. The majestic old growth should respectfully remain.

There is a greenbelt/strip or easement between our strata and Paisley Court. We were of the understanding that this is City of North Vancouver property. With the construction of Anderson Walk the access to trades and services to our building has been severely restricted/reduced. We now have heightened concern for future maintenance to our building with the pending redevelopment, dependent on the size of allowed construction and remaining space between properties.

There are currently two new developments under construction in the neighborhood. One is a 5 unit townhouse complex, at the corner of 21st and Chesterfield; being constructed on the site of a previous single home lot. A second 27 unit strata complex on west side of Chesterfield between 21st and 22nd; which is being constructed on the site of 3 previous single homes.

The impacts of these two developments as they pertain to our neighborhood vehicle & pedestrian traffic, as well as parking, are yet to be determined. Albeit it is obvious the increase of residents on 4 previous single dwelling properties will be significant, due to an outrageous increase of units on the sites.

There is a tendency in overzealous neighborhood redevelopment to create a “fish bowl” and this is not a desirable end product.

We implore Council to consider reducing the redevelopment to a maximum of 4-storey building and a reconfiguration of the units within accordingly. It is our Strata Councils hope for North Vancouver City Council to give credence to maintaining current footprint held by 144 West 21st Street.

It is our Strata Council’s intended desire to work with North Vancouver City Council to find compromise for a befitting redevelopment to enhance our neighborhood.

Sincerely
Strata Council, The Westside

Gail Matheson, Chair & Brenda Rich, Treasurer

*

Mayor Linda Buchanan - lbuchanan@cnv.org
Councillor Holly Back – hback@cnv.org
Councillor Don Bell – dbell@cnv.org
Councillor Angela Girard – agirard@cnv.org
Councillor Tina Hu – thu@cnv.org
Councillor Jessica McIlroy – jmcilroy@cnv.org
Councillor Tony Valente – tvalente@cnv.org

CC:
City of North Vancouver Contact:
David Johnson, Development Planner
djohnson@cnv.org

Applicant:
Name: Tim Ankenman
Company: Ankenman Marchand Architects

Shane Moore
#525 – 119 West 22nd Street
North Vancouver, B.C
V7M 0B4

January 23rd, 2022

Re: Zoning By-law Amendment
Application number: REZ2019-00010
Location: 144 West 21st Street

Dear Mayor Buchanan and Council Members,

I'm writing to register my objection to the zoning by-law amendment above to permit a 6-storey rental building at 144 West 21st Street for the following reasons.

1. The tenant relocation plan is unfair. According to the 'staff presentation' doc (<https://www.cnv.org/-/media/City-of-North-Vancouver/Documents/Notices-for-Public-Hearings-and-Public-Meetings/2022-01-24-144-West-21st-Street-Staff-Presentation.pdf>) 28 of the 35 units in the existing building are tenanted and 16 of these tenancies are over 10 years. The amount of compensation being offered seems very small. Imagine living somewhere for over 10 years and being offered only 3 months' rent as compensation. These tenants will likely have to pay much higher rents in their new homes and will be unlikely to afford to move back into this proposed building if complete. As someone who was a renter for many years, I see these compensation amounts as very low. It's also unclear from the staff presentation what consultation has happened with current residents.
2. A more balanced approach is required. As someone who has lived in the City of North Vancouver for around 5 years, I recognise the need for more housing to be built, particularly affordable housing. However, I think such developments should be balanced across the city. Too much focus is placed along the Lonsdale commercial corridor and this development is an example of how larger developments are being proposed and built in the blocks close to Lonsdale. Cramming more and more people into the blocks directly adjacent to Lonsdale will create congestion and further divide the community.

Even now if one walks west of Chesterfield from 21st Street you'll find a huge difference in density and noise. Why is a majority of density focussed on the blocks adjacent to Lonsdale? Why are so few developments happening in blocks where there are single family homes? I'd encourage the council to consider a more balanced approach and more development of low-rise apartments in areas that are currently predominantly single-family homes.

3. The proposed building is significantly higher than the current building. Building this building will block light to a number of residents living in the buildings north of the construction. This is because the gap between the buildings is narrow. There is just a narrow pedestrian path behind the proposed new structure and the buildings located at 119 West 22nd Street. The proposed building will not impact light in my own apartment, but I feel bad for neighbours who will be impacted. I also feel this design is thoughtless and unnecessary. The building is focussed much more on fitting as many apartments in as possible rather than developing in a balanced way with consideration of residents in neighbouring buildings.
4. Increased congestion. This is already noticeable along Chesterfield and traffic is particularly busy between 15th and 22nd. Many drivers drive quickly along this route towards and away from highway 1. This building will contribute to this congestion as drivers enter/exit Chesterfield from 21st.

Thank you for considering these points.

Yours sincerely

Shane Moore

From: Ryan Beechinor
Sent: January-24-22 12:00 PM
To: Submissions
Cc: Timothy Ankenman; Rod Pinchin
Subject: 144 West 21st Street, CNV

Dear Mayor & Council

Please accept this email communication in support of the above Zoning Amendment (Bylaw 8896, and Housing Agreement Bylaw 8897).

We are currently completing the VIOLET's corner development on the SE corner of Chesterfield & 21st Street.

We have strived to create a 1st class development , and we are confident in the applicant's proposal as they are using Ankenman Marchand as architect....we are familiar with this firm's high quality work and design integrity.

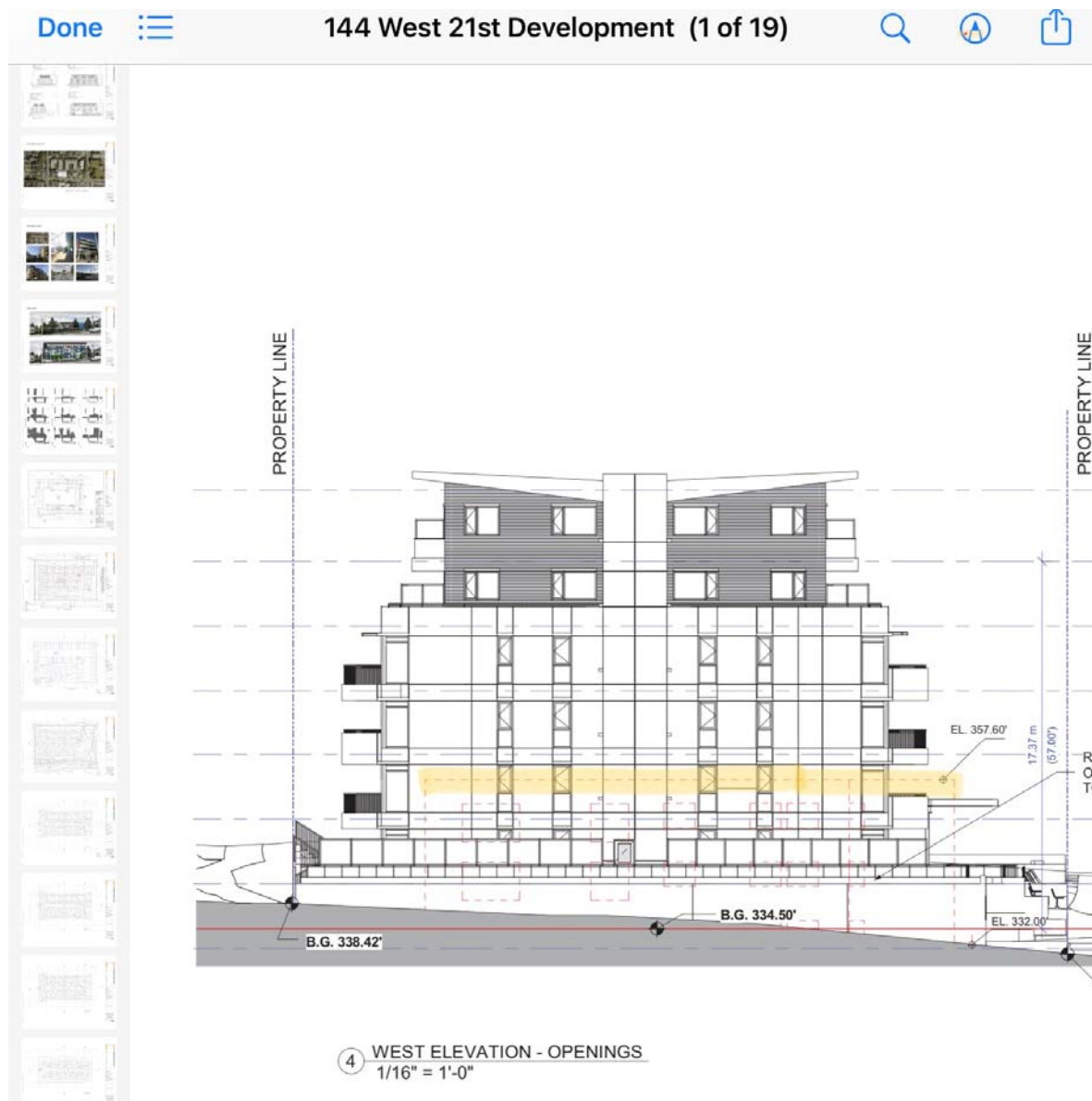
One thing that we would point out is the need for a four way stop at the corner of Chesterfield and 21st as currently it is dangerous condition and the increased resident population will increase the crossing frequency. We will be lobbying the neighbours for this increased traffic safety at this developing node (Rod Pinchin cc'd)

Ryan Beechinor
2052 Chesterfield
North Vancouver

From: Janet Branch
Sent: January-30-22 3:53 PM
To: Submissions
Cc: Mayor Linda Buchanan; Don Bell (Councillor); Holly Back (Councillor); Angela Girard (Councillor); Tina Hu (Councillor); Jessica McIlroy; Tony Valente (Councillor)
Subject: Re: Rezoning request for 144 West 21st Street North Vancouver

Hello,
This morning I took the opportunity to review January 31, 2022 Council Meeting Agenda Package and found the developers drawing A007 which clearly illustrates my concerns with the developers proposal as it relates to 156 West 21st Street.

The snip below with the top of our building highlighted in yellow shows the proposed structure dwarfs our little 3 storey building.



I also read with interest the 21 written submissions from the public, all close neighbours to 144 West 21st Street and found that 17 of the submissions objected to the proposal and 3 voiced concerns.

I trust as the City actively requests input from the neighbourhood that Council will strongly weigh the fact that all but one of the submissions objected to or expressed concerns to the proposed building height/density in the context of the neighbourhood.

Regards,
Janet Branch
105-156 West 21st Street
North Vancouver, BC

PUBLIC HEARING

WHEN: Monday, January 24, 2022 at 5:30 pm

HOW: View the meeting online at cnv.org/LiveStreaming

WHAT: Zoning Amendment Bylaw No. 8896 and
Housing Agreement Bylaw No. 8897
144 West 21st Street

Zoning Amendment Bylaw No. 8896 and **Housing Agreement Bylaw No. 8897** would rezone the subject property from a Medium Density Apartment Residential 1 (RM-1) Zone to a Comprehensive Development 745 (CD-745) Zone to permit a 6-storey rental apartment building with 85 units and underground parking.

The Public Hearing will be held electronically via Webex. All persons who believe their interest in property may be affected by the proposed bylaws will be afforded an opportunity to speak at the Public Hearing and/or by email or written submission. All submissions must include your name and address and should be sent to the Corporate Officer at input@cnv.org, or by mail or delivered to City Hall, **no later than 12:00 noon on Monday, January 24, 2022**, to ensure their availability to Council at the Public Hearing. No further information or submissions can be considered by Council once the Public Hearing has concluded.

To speak at the Public Hearing by phone: Visit cnv.org/PublicHearings and complete the online registration form, or phone 604-990-4230 and provide contact information, so call-in instructions can be forwarded to you. **All pre-registration must be submitted no later than 12:00 noon on Monday, January 24, 2022.**

Speakers who have not pre-registered will also have an opportunity to speak at the Public Hearing. Once all registered speakers have provided input, the Mayor will call for a recess to allow time for additional speakers to phone in. Call-in details will be displayed on-screen at the Public Hearing (watch web livestream).

The proposed bylaws, background material and presentations are available for viewing at City Hall and online at cnv.org/PublicHearings.

Questions? Emma Chow, Planner 2, echow@cnv.org / 604-982-3919



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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8896

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. 8896**” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745).
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-745 (Comprehensive Development 745 Zone):

Lots	Block	D.L.	Plan	
A-10	206	545	17051	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-744 Comprehensive Development 744 Zone”:

“CD-745 Comprehensive Development 745 Zone”

- B. Adding the following to Section 1101, thereof, after the “CD-744 Comprehensive Development 744 Zone”:

“CD-745 Comprehensive Development 745 Zone”

In the CD-745 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 Buildings shall be permitted on one Lot;
- (2) The permitted Principal Uses on the Lot shall be limited to:
 - (a) Rental Apartment Residential Use:
 - i. Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
 - ii. Accessory Off-Street Parking Use;
 - iii. Accessory Home Office Use;
- (3) Gross Floor Area:
 - (a) Combined and in total, shall not exceed 1.6 times the Lot Area;

- (b) Maximum Gross Floor Area may be further increased to a maximum of 2.6 times the Lot Area, upon entering into a Housing Agreement with the City:

BASE DENSITY			
OCP Schedule 'A'		1.6 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL (BONUS) DENSITY	POLICY REFERENCE
Secured Rental Housing	100% rental housing; 10% mid-market rental units	1.0 FSR	OCP section 2.2
TOTAL DENSITY		2.6 FSR	

- (4) Lot Coverage of Principal Building shall not exceed a maximum of 94 percent;
- (5) Height of Principal Building shall not exceed six storeys and 19 metres (62.3 feet) as measured from average Building Grade of north Lot Line;
- (6) Siting:
- (a) Principal Building shall be sited a minimum:
- 8.46 metres (27.7 feet) from Front (south) Lot Line;
 - 4.18 metres (13.7 feet) from Rear (north) Lot Line;
 - 3.99 metres (13.0 feet) from east Side Lot Line;
 - 4.59 metres (15.0 feet) from west Side Lot Line;
- (b) Section 410(3) "Siting Exceptions" is varied to permit:
- Canopies to project up to 3.29 metres (10.8 feet) from Front (south) Lot Line;
 - Unenclosed balconies to project up to 2.31 metres (7.6 feet) from Rear (north) Lot Line;
 - Stairwell to project up to 2.50 metres (8.2 feet) from west Side Lot Line;
 - Portions of Cellar that are above grade, including outdoor structures directly above the Cellar, to be setback 0 metres from a Lot Line;
- (7) Section 510(2) "Unit Separation" be waived;

(8) Section 510(3) "Building Width and Length" be waived.

READ a first time on the 6th day of December, 2021.

READ a second time on the 6th day of December, 2021.

APPROVED pursuant to section 52(3)(a) of the *Transportation Act* on the 9th day of December, 2021.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

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 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, Development Planning

Subject: HOUSING AGREEMENT UPDATE – REZONING APPLICATION: 144
WEST 21ST STREET

Date: January 11, 2022 File No: 13-6700-20-1142/1

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

RECOMMENDATION

PURSUANT to the report of the Planner 2, Development Planning, dated January 11, 2022, entitled "Housing Agreement Update – Rezoning Application: 144 West 21st Street":

THAT second reading of "Housing Agreement Bylaw, 2021, No. 8897" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st St, CD-745, Rental Housing Commitments) be rescinded;

THAT "Housing Agreement Bylaw, 2021, No. 8897" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st St, CD-745, Rental Housing Commitments) be amended;

AND THAT "Housing Agreement Bylaw, 2021, No. 8897" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st St, CD-745, Rental Housing Commitments) be given second reading, as amended.

ATTACHMENTS

1. "Tracked Changes" version of "Housing Agreement Bylaw, 2021, No. 8897" (CityDocs [2115110-v2](#))
2. "Housing Agreement Bylaw, 2021, No. 8897", as amended (CityDocs [2115110-v3](#))

BACKGROUND

On December 6, 2021, Council directed staff to update policy for Mid-Market Rental (MMR) units concerning the following:

- Baseline eligibility criteria
- Prioritization approach
- Register of interest and advertising requirements
- Monitoring and compliance

At the same meeting, “Housing Agreement Bylaw, 2021, No. 8897” was given first and second reading as part of a public hearing referral for a rezoning application for 144 West 21st Street. The Housing Agreement was consistent with current housing policy at time of readings. Councillors asked staff whether the Housing Agreement for 144 West 21st Street could be revised to include provisions in line with the policy recommendations for MMR units and staff advised that they would discuss this with the applicant.

DISCUSSION

In response to Council direction detailed above, the applicant has voluntarily updated terms of the Housing Agreement to reflect the spirit of proposed policy changes, including:

- Improve language around income eligibility and first right of refusal;
- Priority to MMR units for those living or working within the City;
- Priority to larger MMR units (2 or more bedrooms) for those with dependents;
- Minimum advertising period (1 month) for first leasing of MMR units;
- Annual submission of documentation to show income compliance.

Staff are now bringing the amended Housing Agreement Bylaw (Attachment 1) forward for Council's consideration, with staff recommendation that Council rescind second reading of the version of Bylaw as of December 6, 2021, and instead, that Council give second reading to the current version of the Bylaw. This amended Bylaw would also be considered for third reading together with the rezoning bylaw for 144 West 21st Street, following the public hearing.

RESPECTFULLY SUBMITTED:



Emma Chow
Planner 2, Development Planning

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8897

A Bylaw to enter into a Housing Agreement (144 West 21st 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. 8897**” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, 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 Confide Enterprises Inc. with respect to the lands referenced as 144 West 21st Street, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745).
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 6th day of December, 2021.

READ a second time on the 6th day of December, 2021.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

PART 2 – TERMS OF INSTRUMENT

RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference the _____ day of _____, 20____.

BETWEEN:

CONFIDE ENTERPRISES LTD.,
517 - 1177 Hastings Street West,
Vancouver, British Columbia,
V6E 2K3

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 141 West 14th Street, North Vancouver,
British Columbia, V7M 1H9

(the "City")

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 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;
- D. Section 483 of the Act 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.
- E. The City has enacted a bylaw authorizing this Agreement.
- F. 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 Act.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$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. DEFINITIONS

- (a) **"Act"** means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) **"Affordable Rent"** means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as established by CMHC's Housing Market Information Portal for the year the tenancy is entered into;
- (c) **"Agreement"** means this agreement as amended from time to time;
- (d) **"Commencement Date"** has the meaning set out in section 2.1 herein;
- (e) **"Council"** means the municipal council for the City of North Vancouver;
- (f) **"CMHC"** means Canada Mortgage and Housing Corporation;
- (g) **"Director of Planning"** means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (h) **"Dwelling Unit"** means a dwelling unit as defined in the City of North Vancouver's "Zoning Bylaw 1995, No. 6700" as amended from time to time;
- (i) **"Lands"** means those lands and premises legally described as:

Parcel Identifier: 004-343-638
Lot A-10
Block 206
District Lot 545
Plan 17051;
- (j) **"Mid-Market Rental Units"** means the 6 Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) **"Market Rental Units"** means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (l) **"Maximum Household Income"** means an annual gross household income determined by multiplying Affordable Rent by 12 to yield the households' annual housing costs, and divided by 30% (0.30) to meet the standard definition of affordability.
- (m) **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) **"Rental Units"** means the Market Rental Units and the Mid-Market Rental Units;

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- (~~no~~) **"Residential Building"** means the six storey building to be constructed on the Lands to be used for Rental Purposes with 85 Dwelling Units, of which 76 Dwelling Units will be Market Rental Units and 9 Dwelling Units will be Mid-Market Rental Units;
- (~~ep~~) **"RT Act"** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (~~pq~~) **"Rezoning Bylaw"** means the rezoning bylaw applicable to the Lands described as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896";
- (~~rq~~) **"Section 219 Covenant"** means a covenant pursuant to Section 219 of the *Land Title Act*;
- (~~sf~~) **"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; and
- (~~te~~) **"Term"** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by the City's Council of "Housing Agreement Bylaw, 2021, No. 8897" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) (the **"Commencement Date"**) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the **"Term"**).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. SECTION 219 COVENANT

- 3.1 The Owner covenants and agrees with the City as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c. 250 that during the Term of this Agreement, 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 Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
 - (a) the Lands shall not be subdivided or stratified;
 - (b) the Rental Units in the Residential Building shall be used for Rental Purposes only; and
 - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes pursuant to a Tenancy Agreement.

- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built, and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.
- 3.3 Pursuant to section 219(6) of the *Land Title Act*, RSBC 1996, c. 250 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.

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 9 three-bedroom units, 13 two-bedroom units and 63 one-bedroom units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The nine Mid-Market Rental Units shall be provided in the following unit mix: 6 one-bedroom units, 2 two-bedroom unit, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the six Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year Tenancy Agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - (b) Advertisement: when the Mid-Market Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or

requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;

- (c) Tenant Selection: the Owner will make the Mid-Market Rental Units available in the following order of priority:

(i) Tenants from the existing rental building on the Lands will be provided first right of refusal in the Mid-Market Rental Units, regardless of income, and have first priority, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;

(ii) The Owner will then make any remaining Mid-Market Rental Units not rented by tenants from the existing building on the Lands available to tenants with an annual household income at or below that the Maximum Household Income who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;

(iii) If there are any remaining Mid-Market Rental Units not rented by tenants who meet the criteria in Sections 5.1(c)(i) or (ii) after the expiry of the one-month advertising period, then the Owner will make such units available to tenants who meet the Maximum Household Income requirement; and

(iv) In determining whether a tenant meets the Maximum Household Income requirements, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed. the Owner will determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested income qualification of a maximum household income determined by multiplying the low end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. Tenants from the existing rental building on the Lands should be provided first right of refusal in the Mid-Market Rental Units, regardless of income. In determining financial eligibility, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.

- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal ~~on an annual basis~~ ~~upon request by the City~~, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "Notice") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 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.
- 6.4 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.
- 6.5 Each party to this Agreement, 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.
- 6.6 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.

- 6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, 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.

7. LIABILITY

- 7.1 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 by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - (b) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
 - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

- (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.3 The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
- (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.

8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.

8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 905 of the Act and as such will be binding on the Owner.

8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.

8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City: The Corporation of the City of North Vancouver
141 West 14th Street
North Vancouver, British Columbia
V7M 1H9
Attention: Director, Planning
Facsimile: 604.985.0576

The Owner: Confide Enterprises Ltd.,
517 - 1177 Hastings Street West,
Vancouver, British Columbia,
V6E 2K3

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.

- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2021, No. 8897".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

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.

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8897

A Bylaw to enter into a Housing Agreement (144 West 21st 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. 8897**” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, 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 Confide Enterprises Inc. with respect to the lands referenced as 144 West 21st Street, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896“ (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745).
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 6th day of December, 2021.

READ a second time on the 6th day of December, 2021.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

PART 2 – TERMS OF INSTRUMENT

RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference the _____ day of _____, 20_____.

BETWEEN:

CONFIDE ENTERPRISES LTD.,
517 - 1177 Hastings Street West,
Vancouver, British Columbia,
V6E 2K3

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 141 West 14th Street, North Vancouver,
British Columbia, V7M 1H9

(the "City")

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 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;
- D. Section 483 of the Act 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.
- E. The City has enacted a bylaw authorizing this Agreement.
- F. 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 Act.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$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. DEFINITIONS

- (a) **“Act”** means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) **“Affordable Rent”** means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the “Private Apartment Average Rents” for the corresponding bedroom type in the City of North Vancouver as established by CMHC’s Housing Market Information Portal for the year the tenancy is entered into;
- (c) **“Agreement”** means this agreement as amended from time to time;
- (d) **“Commencement Date”** has the meaning set out in section 2.1 herein;
- (e) **“Council”** means the municipal council for the City of North Vancouver;
- (f) **“CMHC”** means Canada Mortgage and Housing Corporation;
- (g) **“Director of Planning”** means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (h) **“Dwelling Unit”** means a dwelling unit as defined in the City of North Vancouver’s “Zoning Bylaw 1995, No. 6700” as amended from time to time;
- (i) **“Lands”** means those lands and premises legally described as:

Parcel Identifier: 004-343-638
Lot A-10
Block 206
District Lot 545
Plan 17051;
- (j) **“Mid-Market Rental Units”** means the 6 Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) **“Market Rental Units”** means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (l) **“Maximum Household Income”** means an annual gross household income determined by multiplying Affordable Rent by 12 to yield the households’ annual housing costs, and divided by 30% (0.30) to meet the standard definition of affordability.
- (m) **“Rental Purposes”** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) **“Rental Units”** means the Market Rental Units and the Mid-Market Rental Units;

- (o) **“Residential Building”** means the six storey building to be constructed on the Lands to be used for Rental Purposes with 85 Dwelling Units, of which 76 Dwelling Units will be Market Rental Units and 9 Dwelling Units will be Mid-Market Rental Units;
- (p) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (q) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8896”;
- (r) **“Section 219 Covenant”** means a covenant pursuant to Section 219 of the *Land Title Act*;
- (s) **“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; and
- (t) **“Term”** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by the City’s Council of “Housing Agreement Bylaw, 2021, No. 8897” (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-745, Rental Housing Commitments) (the **“Commencement Date”**) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the **“Term”**).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. SECTION 219 COVENANT

- 3.1 The Owner covenants and agrees with the City as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c. 250 that during the Term of this Agreement, 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 Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
 - (a) the Lands shall not be subdivided or stratified;
 - (b) the Rental Units in the Residential Building shall be used for Rental Purposes only; and
 - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes pursuant to a Tenancy Agreement.
- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed,

built, and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

- 3.3 Pursuant to section 219(6) of the *Land Title Act*, RSBC 1996, c. 250 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.

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 9 three-bedroom units, 13 two-bedroom units and 63 one-bedroom units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The nine Mid-Market Rental Units shall be provided in the following unit mix: 6 one-bedroom units, 2 two-bedroom unit, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the six Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year Tenancy Agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - (b) Advertisement: when the Mid-Market Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;

- (c) Tenant Selection: the Owner will make the Mid-Market Rental Units available in the following order of priority:
- (i) Tenants from the existing rental building on the Lands will be provided first right of refusal in the Mid-Market Rental Units, regardless of income, and have first priority, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;
 - (ii) The Owner will then make any remaining Mid-Market Rental Units not rented by tenants from the existing building on the Lands available to tenants with an annual household income at or below that the Maximum Household Income who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;
 - (iii) If there are any remaining Mid-Market Rental Units not rented by tenants who meet the criteria in Sections 5.1(c)(i) or (ii) after the expiry of the one-month advertising period, then the Owner will make such units available to tenants who meet the Maximum Household Income requirement; and
 - (iv) In determining whether a tenant meets the Maximum Household Income requirements, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal on an annual basis, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the **“Notice”**) requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City’s Affordable Housing Reserve Fund.
- 6.3 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.
- 6.4 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.
- 6.5 Each party to this Agreement, 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.
- 6.6 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.
- 6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, 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.

7. LIABILITY

- 7.1 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 by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - (b) the Owner’s ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.

- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
 - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
 - (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.
- 8.3 The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
 - (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
 - (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.
- 8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.

- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 905 of the Act and as such will be binding on the Owner.
- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City: The Corporation of the City of North Vancouver
141 West 14th Street
North Vancouver, British Columbia
V7M 1H9
Attention: Director, Planning
Facsimile: 604.985.0576

The Owner: Confide Enterprises Ltd.,
517 - 1177 Hastings Street West,
Vancouver, British Columbia,
V6E 2K3

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

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- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2021, No. 8897".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

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.



 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: Matthew Menzel, Planner 2

Subject: INTRODUCTION OF REZONING APPLICATION: 1712 LONSDALE AVENUE (POLYGON 229 DEVELOPMENT LTD. / YAMAMOTO ARCHITECTURE, CD-749) AND TEXT AMENDMENT: CENTENNIAL THEATRE, 2300 LONSDALE AVENUE, 116 EAST 23RD STREET, AND NORSEMAN PARK (HARRY JEROME NEIGHBOURHOOD LANDS, CD-165)

Date: January 5, 2022 File No: 08-3400-20-0045/1

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

RECOMMENDATION

PURSUANT to the report of the Planner 2, dated January 5, 2022, entitled "Rezoning Application: 1712 Lonsdale Avenue (Polygon 229 Development Ltd. / Yamamoto Architecture, CD-749) and Text Amendment: Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)":

THAT the application submitted by Polygon 229 Development Ltd. / Yamamoto Architecture, to rezone the property at 1712 Lonsdale Avenue from Comprehensive Development (CD-264) Zone to Comprehensive Development (CD-749) and to allow transfer of density from the donor site at Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165), be considered and no Public Hearing be held, in accordance with the *Local Government Act*;

THAT notification be circulated in accordance with the *Local Government Act*;

THAT the community benefits listed in the report section "Density Bonus and Community Benefits" be secured through agreements at the applicant's expense and to the satisfaction of staff;

THAT the Mayor and the Corporate Officer be authorized to sign the necessary documentation to permit solar shades, which are permanently affixed to the proposed building as an encroachment over City property;

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

ATTACHMENTS

1. Context Map (CityDocs [2114398](#))
2. Architectural Plans, dated December 15, 2021 (CityDocs [2128156](#))
3. Landscape Plans, dated December 15, 2021 (CityDocs [2127638](#))
4. Advisory Design Panel Resolution, dated April 23, 2021 (CityDocs [2046117](#))
5. Integrated Transportation Committee Resolution, dated October 20, 2021 (CityDocs [2122648](#))
6. Developer Information Session Summary (CityDocs [2079336](#))
7. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903" (CityDocs [2123597](#))

SUMMARY

The purpose of this report is to present, for Council consideration, a rezoning application for 1712 Lonsdale Avenue (the "subject site") to amend the Zoning Bylaw to permit a six-storey mixed-use commercial and residential development. The proposal would replace the existing service station use.

Also included in the proposal is a transfer of density from the Harry Jerome Neighbourhood Lands to the subject site to facilitate the redevelopment.

Table 1. *Project Information*

Applicant:	Polygon 229 Development Ltd.
Architect:	Yamamoto Architecture
Official Community Plan Designation:	Mixed Use Level 3 (MU3)
Existing Zoning:	Comprehensive Zone CD-264
Applicable Guidelines:	N/A

DISCUSSION

Site and Surrounding Uses

This 2,360.8 square metre (25,411.4 square foot) site is located at the north-east corner of Lonsdale Avenue and East 17th Street, with a frontage of 63.5 metres (180 feet) along Lonsdale Avenue and 37.1 metres (121.7 feet) along East 17th Street. Surrounding uses are provided in table following.

Table 2. Surrounding Uses

Direction	Address	Zoning	Description	OCP
North	1748 Lonsdale	C-2 (General Commercial)	4-unit, one-storey commercial	Mixed Use Level 3 (Medium Density) Max. 2.3 FSR with 0.5 FSR bonus density
South (across 17 th)	1650 Lonsdale	CD Zone	City Market and 20-storey residential strata	Mixed-Use Level 4B (High Density) Max. 3.0 FSR with 1.0 FSR bonus density
East	122 East 17 th	RM-1	3-storey residential strata	Residential Level 5 (Medium Density) Max. 1.6 FSR with 1.0 FSR bonus density
West	1701-1789 Lonsdale	C-2 (General Commercial) CD Zone	1 and 2-storey commercial	Mixed Use Level 3 (Medium Density) Max. 2.3 FSR with 0.5 FSR bonus density

Proposal

The application proposes a six-storey mixed-use building, with two levels of commercial uses, including retail and services at ground level, office commercial uses at level two, and four levels of strata residential units within the upper levels. Parking access is provided off the rear lane. The following table provides an overview of the proposed development:

Table 3: Development proposal overview

Element	Proposal
Density	3.03 FSR
Commercial Retail Space	Total of 2,037.9 square metres (21,936 square feet) or 0.86 FSR, including: <ul style="list-style-type: none"> 851.4 square metres (9,165 square feet) of retail at Ground Level; 1,186.5 square metres (12,771 square feet) of office at Level 2.
Unit Mix	64 residential strata units, including: <ul style="list-style-type: none"> Four (4) studio units; 32 one-bed units; 20 two-bed units; and Eight (8) three-bed units (12.5%).
Adaptable Units	16 Level 2 adaptable units (25%)

Element	Proposal
Residential Amenity	Indoor – 78.2 square metres (842 square feet)
	Outdoor – 109.6 square metres (1,180 square feet)

Policy Context and Planning Analysis

The subject site is designated Mixed Use Level 3 in the Official Community Plan (OCP). This designation allows for a mix of commercial and residential uses with a maximum density of 2.8 FSR (including 0.5 bonus FSR). A maximum height of 25 metres (approximately 8 storeys) is permitted.

Land Use

The proposed mix of commercial and residential uses are appropriate along the Central Lonsdale corridor, which is envisioned as a key growth corridor in the City.

The ground floor retail space as well as second floor office commercial uses are strongly supported as they would contribute to the vibrancy of Central Lonsdale.

The proposed strata residential use meets the policy objective of increasing diverse housing stock within the City. The proposed mix of unit types meets directions of the *Housing Action Plan*, including delivery of a minimum of 10% three-bedroom units to support families. The proposal also meets the *Zoning Bylaw* minimum requirement for 25% of units to meet Level 2 Adaptable Design.

Built Form & Urban Design

The proposed built form is consistent with the character of the neighbourhood. The proposed height at 21.7 metres and 6 storeys complies with OCP and will ensure the building integrates with future developments on adjoining lots as well as establishes a strong street wall along Lonsdale Avenue.

Extensive glazing treatments within the design of ground floor retail and commercial uses would enliven the streets (both along Lonsdale Avenue and East 17th Street). The development will also deliver a publicly accessible pedestrian plaza area in the south-west corner, with opportunities for a future public art installation to create an attractive public realm. This plaza will be secured for public use through a statutory right of way.

A high level of laneway activation and casual surveillance is also achieved through incorporating glazing treatments to the eastern elevation of the residential lobby; positioning of a secondary pedestrian access point for residents from the laneway; and orientating the communal outdoor amenity area and upper level private balconies towards the laneway.

The façade of the building has been designed with appropriate articulation through use of steps and recesses along the elevations, which work to break up the form of the building, and reduce the perceived bulk. The building adopts a contemporary design, and utilizes a variety of façade materials which further assists in breaking up the massing. Through integration of a strong roof line design, and a timber finish soffit, the roof provides an appropriate building cap which adds to the architectural distinction of the building, which further reduces the visual massing.

The proposed development has also provided extensive landscaping treatments throughout the site, which will soften the visual impacts of the built form.

Density

The proposed density is 3.03 FSR and consists of two components:

1. The OCP permits a maximum density of 2.8 FSR for the Mixed Use Level 3 land use designation, and
2. There is a transfer to density of 523.2 square metres (5,632 square feet).

The transfer density is from the City's Harry Jerome Lands and is restricted to commercial uses only within the subject development. The applicant has located this transfer density on the second floor to provide additional office tenancies, which would contribute to employment growth along the Lonsdale Corridor, as anticipated by the OCP.

There are few locations in the City's Mixed Use Level 3 (Medium Density) land use designations that can accommodate additional (i.e. transfer) density without the resultant building forms exceeding the height limits established in the OCP.

The OCP allows for a maximum of 25 metres (approximately 8 storeys) on the subject site. The proposed increase in density will not result in an increase in building height beyond what is proposed as it is limited by the OCP. Given that the subject site can accommodate additional density without resulting in an OCP amendment for height, the proposed density transfer is considered appropriate.

Other Zoning Variances

The proposed Comprehensive Development Zone will be based off of General Commercial C-2 zone, consistent with the proposed use types and surrounding developments. To allow the massing, the proposed bylaw would include the following modifications to the C-2 zone base rear lot line siting, building height, building width and density requirements, as outlined below.

Table 4. Summary of Proposed Zoning Changes

	BASE C-1 ZONE	PROPOSED CD-749 ZONE
Permitted Principal Uses	Retail-Service Group 1 Accessory Residential and Parking Uses	Retail-Service Group 1 Accessory Residential and Parking Uses
Density Maximum	2.3 FSR	3.03 FSR
Lot Coverage Maximum	70 percent	70 percent (no change to C-2 zone)
Height Maximum	12.192 metres (40 feet)	25 metres (as per the OCP)
Siting	6.096 metres (20 feet) from the Rear Lot Line	Rear Lot Line (Laneway): 5 metres (16 feet 7 inches)
Building Width & Length	Maximum 30.48 metres (100 feet) above second storey	Waived

Rear Lot Line Setback

The proposed development will result in a variation to the siting requirements for the C-2 zone, specifically from the rear lot line, which is the eastern boundary adjacent to the laneway. The proposed development results in the following minimum setbacks on the eastern boundary (rear lot line):

- to wall – 5m (16 feet 7 inches); and
- to balcony – 3.3m (10 feet 11 inches).

The proposed variation to the Zoning Bylaw is considered appropriate given that the eastern elevation of the building has been designed with a stepped form. The rear boundary setback is between 5 metres (16 feet 7 inches) and 14 metres (46 feet, 1-1/2 inches) to the walls. The majority of the building has been designed with a rear boundary setback of 14 metres (46 feet, 1-1/2 inches), which well exceeds the rear boundary setback requirement of 6.096 metres (20 feet).

The minor reduction in the rear boundary setback will have no impacts with respect to overshadowing of adjoining dwellings and will ensure that residents achieve an adequate level of access to sunlight and prevailing breezes. The proposal achieves a minimum building separation of approximately 14 metres from the nearby residential use at 122 East 17th Street. Furthermore, the proposed development will not result in any additional overlooking impacts, in comparison to a building under the C-2 Zone.

Building Width and Length

The proposed development will result in a variation to the building width and length requirements set for the C-2 zone. The proposed development results in a maximum building width of 57.74m (189 feet 6-1/2 inches).

Despite not meeting the relevant building width and length requirement, the proposed elevations have been designed with appropriate articulation along the length of the building, including steps in the building line, and inclusion of recessed balconies. The building also adopts a contemporary design, which utilizes a variety of façade materials and strong roof line. These built form elements appropriately break up the form of the

building, and reduce the perceived building bulk, despite the variance to building length and width.

Parking, Loading and Transportation

The site is easily accessible through a wide range of transportation modes, as outlined below:

Lonsdale Avenue:

- Frequent Transit Corridor (service runs at least every 15 minutes in both directions throughout the day and into the evening, every day of the week);
- Future Rapid Transit Corridor;
- Part of the Primary Pedestrian Precinct; and
- Major Arterial (with a function of moving traffic through the City).

East 17th Street:

- Future AAA Bike Route / Mobility Lane corridor;
- Part of the Primary Pedestrian Precinct; and
- Collector road (with a function to move traffic from Local roads to Arterial roads).

The development would gain vehicle access via two new access points from the laneway to the east. The driveway in the north-east portion of the site would provide access to seven parking spaces, which are intended to be for commercial parking. The second driveway would provide access to the underground parkade, as well as access to the off-street loading zone.

Vehicle Parking, Bicycle Parking & Loading

The development has provided a total of 115 vehicle parking spaces, which is in accordance with the requirements of the Zoning Bylaw. Further, the proposed development has provided a total of 155 bicycle parking spaces, which is consistent with the requirements of the Zoning Bylaw.

Table 5 provides a summary of the car parking provided:

Table 5: Proposed Vehicle and Bicycle Parking

Car Parking	<p>Total of 117 spaces, comprised of:</p> <ul style="list-style-type: none"> • 70 Resident parking spaces (including two (2) disability spaces); <ul style="list-style-type: none"> ○ 1.09 spaces per unit; • 6 Residential Visitor spaces (including one (1) disability space); and • 41 commercial spaces (including two (2) disability spaces).
Bicycle Parking	<p>Residential:</p> <ul style="list-style-type: none"> • Secure – 123 spaces; • Short Term – 12 spaces.

	<p><i>Note: 10 of the 123 secure spaces have been provided for cargo bikes.</i></p> <p>Commercial:</p> <ul style="list-style-type: none"> • Secure – 8 spaces; • Short Term – 12 spaces.
Loading Spaces	Two (2) at-grade loading bays.

Loading and Servicing

The proposal has provided two off-street loading bays, generally consistent with the requirements of the Zoning Bylaw. This arrangement will ensure all loading, including garbage and recycling, will be undertaken on-site, and will therefore not impact the functionality of the road network.

The development involves a minor variation to the loading bay dimensions, which is resulting from one loading bay having smaller dimensions than required by the Zoning Bylaw, i.e. 3 metre (9 feet) in width, and 7.5 metres (30 feet) in length. Despite not being strictly in accordance with the Zoning Bylaw, the slightly smaller loading bay is determined to be of sufficient size to accommodate a Light Single Unit Truck. A technical report provided by the applicant's transportation specialist has demonstrated that the majority of the retail and office deliveries will be made by smaller trucks and panel vans, given the small size of the commercial units, and the limited demand for deliveries generated by office tenancies.

Infrastructure Upgrades / Land Dedications

The proposal has provided a 1.8 metre land dedication to allow for the future provision of a mobility lane along the East 17th Street frontage. This will facilitate the delivery of the AAA Bike Network along East 17th Street in the future. No development will occur within the 1.8 metre land dedication. The design of the mobility lane will be undertaken by the City as part of a coordinated design review for the broader bicycle network, separate from the application.

The applicant has also offered to make a financial contribution of \$135,000 towards the upgrade of the signals at the East 17th Street and St. Georges Avenue intersection.

Density Bonus and Community Benefits

The City's *Density Bonus and Community Benefits Policy*, in conjunction with the Official Community Plan, allows for density bonuses beyond 2.3 FSR in the Mixed Use Level 3 land use designation, up to a maximum of 2.8 FSR.

The proposed project would include community benefits valued at approximately \$3.8 million dollars, as outlined in Table 8 below.

Table 8. Estimated Value of Community Benefits through Density Bonusing

Density Value Calculation	Value
Density Bonus to 2.3 FSR / OCP Density (@ \$25 / sq. ft.)	\$1,410,334.37
Density Bonus to 2.8 FSR Max Bonus (@ \$190 / sq. ft.)	\$2,414,085.85
Total Value of Community Benefits	\$3,824,420

The policy provides a number of community benefits options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. The specific amenities and benefits included in the proposed project are described in Table 9 below and would be secured as conditions of receiving a density bonus should Council wish to proceed with the proposed project.

Table 9. Community Benefits Allocation

Community Benefit	Value
A. Cash Contributions	
Contribution to Community Amenity Reserve Fund (80%)	\$3,059,536
Contribution to Affordable Housing Reserve Fund (20%)	\$764,884

Density Transfer

As mentioned previously in this report, this project includes the proposed purchase of transfer density from the Harry Jerome Lands as the density donor site (2300 Lonsdale Avenue and 116 East 23rd Street, CD-165), in accordance with Section 2.3 of the Official Community Plan. Such transfers reallocate density from one site to another and do not increase the overall density contemplated by the OCP.

The applicant is proposing to purchase the additional density from the City at the current market value for a strata office density in a concrete tower. For a purchase of 0.23 FSR (523.2 square metres or 5,632 square feet) of transfer density at a rate of \$187.15 per square foot, it will result in an estimated cash contribution to the City of approximately \$1,054,000, which can be allocated at Council's discretion.

The proposed rate was supported by a third party appraisal conducted by CWPC Property Consultants Ltd. with an effective date of October 27, 2021 and agreed to by the applicant.

In addition to CAC contribution and density purchase from the City, the following items would be secured as conditions of this development:

- public art with a value of \$160,000 (approximately 1% of the construction costs);
- public access right-of-way at the south-west corner of the site to provide public access to the proposed plaza;
- dedication of 1.8 metre for road widening; and
- a financial contribution of \$135,000 for the upgrade of the signals at the intersection at East 17th Street and St. Georges Avenue.

Legal Agreements

The following would be secured as conditions of this rezoning:

- Servicing Agreement;
- Pedestrian Statutory Right-of-Way;
- Shoring, Crane Swing, and Staging License Agreement;
- Flooding Covenant; and
- Community Energy Agreement.

In accordance with Subdivision and Development Control Bylaw, storm water is required to be generally managed on the private property. A review of the applicant's proposed preliminary strategy shows that it relies heavily on City property (i.e. the roadway). If this project moves forward, in order to meet the storm water management requirements for the site, the applicant will be required to perform further design and significantly increase the amount of on-site storm water management (this condition will be included in the Site Servicing Agreement). Should the City's roadway space be required to accommodate private storm water management capacity, significant additional public benefit must be demonstrated, such as soil bio cells to benefit boulevard tree canopy, and additional legal agreements may be required.

ADVISORY BODY INPUT

Advisory Design Panel

The application was reviewed by the Advisory Design Panel (ADP) on April 21, 2021. The Panel recommended approval of the proposal subject to addressing the following issues to the satisfaction of staff:

- Further review of the residential setback;
- Review and explore the roof overhangs on the Lonsdale façade;
- Expand the outdoor amenity space;
- Clarify the lane to address CPTED concerns and improve bike room security;
- Consider incorporating public art into the corner of 17th Street to enhance the significance of the corner and bring a community focus;
- Consider some form of greenery or wall mural on the north façade;
- Increase masonry detail and depth at punched windows; and
- Consider additional details to express solar shading or passive concepts.

Revised designs were subsequently submitted that address the above concerns to the satisfaction of staff.

Integrated Transportation Committee

The application was reviewed by the Integrated Transportation Committee (ITC) on October 6, 2021. The Panel unanimously provided supported the proposal and made the following recommendation:

- The Committee recommends the developer review bicycle parking to ensure parking can accommodate larger cargo bikes and trailers.

Revised designs were subsequently submitted that address the above concerns to the satisfaction of City staff. This includes the provision of 10 cargo bike spaces within the P1 Level.

COMMUNITY CONSULTATION

A Developer's Information Session was held on April 29, 2021 and was attended by seven people. A total of three comment forms were submitted and nine emails were received; five indicated support for the project, two provided conditional support, four were opposed, and one did not specify support or opposition.

The main reasons for support were:

- The development revitalizing the northern portion of Lonsdale Avenue;
- The addition of new commercial services and business opportunities to the area;
- The addition of office space, providing new employment opportunities to North Shore residents;
- The development increasing the availability of new homes; and
- The building being well designed.

The main concerns were:

- Building height;
- View impacts;
- Traffic impacts on adjoining residents;
- Lack of affordable housing;
- Lack of integration with surrounding built form along Lonsdale Avenue; and
- Use of low carbon building materials, i.e. concrete & insulation.

A summary of the public consultation, as prepared by the applicant, is available in Attachment #6.

Process When No Public Hearing Held

On November 25, 2021, Bill 26 - Municipal Affairs Statutes Amendment Act (No. 2), 2021 was given Royal Assent and most of the legislative amendments in the Bill came into force. This included a change to the Local Government Act to provide that a local government is not required to hold a public hearing on a proposed zoning bylaw if the bylaw is consistent with the OCP. This replaced the former provision that allowed local

governments to waive a public hearing. Local governments now have to make a positive decision to have a public hearing as opposed to deciding to waive a public hearing.

Given the proposal's consistency with the OCP, and feedback from the public during the consultation period, staff recommend that no public hearing be held for this application.

Should Council wish to refer the application to public hearing, the first active clause in the resolution should be amended to read:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903" (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749) (the Density Receiver Site) and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) (the Density Donor Site) be considered and referred to a Public Hearing;

FINANCIAL IMPLICATIONS

As discussed under the Density Bonus and Community Benefits section, this application, if approved, would generate the following monetary benefits for the city:

- Cash CAC contribution: approximately \$3,824,420
- Purchase of density from the City: approximately \$1,054,000
- Financial contribution towards signal upgrade: \$135,000
- Total monetary contribution (sum of the above three items): \$5,013,420.

These financial benefits are in addition to other City requirements such as DCCs, public art and road dedication.

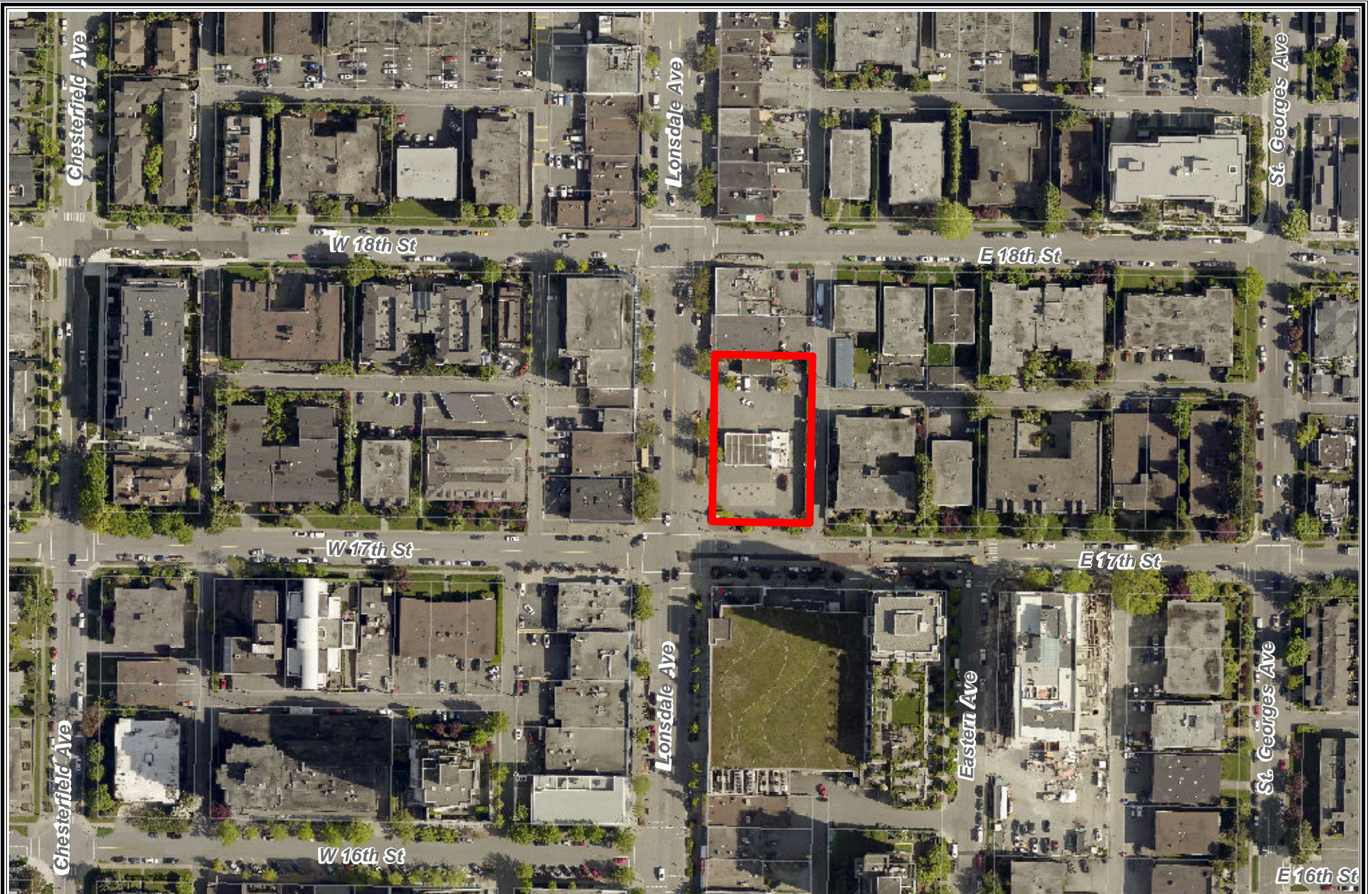
CONCLUSION

This proposal is in alignment with goals and objectives of the OCP and Council Strategic Plan to intensify employment generating uses, and to increase and diversify the residential housing stock within the Lonsdale Regional City Centre. The proposal will also contribute to delivery of key transportation infrastructure, including the AAA bike network and intersection upgrades, as well as funds to support community amenities and enhancements through Capital Plan process.

RESPECTFULLY SUBMITTED:



Matthew Menzel
Planner 2



STATISTICS:

CIVIC ADDRESS:	1712 LONSDALE AVENUE, NORTH VANCOUVER, BC			
LEGAL DESCRIPTION:	LOT 8 BLOCK 18 DISTRICT LOT 549 PLAN 5042			
ZONING:	C-D			
TOTAL SITE AREA:	2,360.8 SQ.M.	=	(25,411.4 SQ.FT.)	(0.583 ACRES)

BUILDING HEIGHT	PROPOSED
	6 STOREYS

SETBACKS	REQUIRED	PROVIDED
WEST - LONSDALE	-	8'-4"
SOUTH - E 17TH STREET	-	12'-0"
EAST - LANE	-	16'-7"
NORTH	-	0

FLOOR SPACE RATIO	ALLOWABLE	PROPOSED
4.7.1(a)	2.80 FSR	3.022

PROPOSED FLOOR AREA :	NET AREA:	NET AREA:	GROSS AREA:
1ST FLOOR COMMERCIAL:	851.4 SQ.M.	(9,165.0 SQ.FT.) +	570.0 SQ.FT. (LOBBY) 9,735.0 SQ.FT.
1ST FLOOR RESIDENTIAL:	113.2 SQ.M.	(1,219.0 SQ.FT.) +	570.0 SQ.FT. (LOBBY) 1,789.0 SQ.FT.
2ND FLOOR OFFICE:	1,186.5 SQ.M.	(12,771.0 SQ.FT.) +	12,771.0 SQ.FT.
2ND FLOOR RESIDENTIAL:	79.6 SQ.M.	(857.0 SQ.FT.) +	842.0 SQ.FT. (AMENITY) 1,699.0 SQ.FT.
3RD FLOOR :	1,225.7 SQ.M.	(13,193.0 SQ.FT.) +	80.0 SQ.FT. (ADAPTABILITY) 13,273.0 SQ.FT.
4TH FLOOR :	1,225.7 SQ.M.	(13,193.0 SQ.FT.) +	80.0 SQ.FT. (ADAPTABILITY) 13,273.0 SQ.FT.
5TH FLOOR :	1,225.7 SQ.M.	(13,193.0 SQ.FT.) +	80.0 SQ.FT. (ADAPTABILITY) 13,273.0 SQ.FT.
6TH FLOOR :	1,225.7 SQ.M.	(13,193.0 SQ.FT.) +	80.0 SQ.FT. (ADAPTABILITY) 13,273.0 SQ.FT.
ROOF :			
TOTAL :	7,133.4 SQ.M.	(76,784.0 SQ.FT.) +	2,302.0 SQ.FT. 79,086.0 SQ.FT.
(RESIDENTIAL)		(54,848 SQ.FT.)	
(COMMERCIAL)		(21,936 SQ.FT.)	

BALCONY EXCLUSION CALCULATION :

1ST FLOOR : 0
2ND FLOOR : 0
3RD FLOOR : 111 SQ.FT. (10 S.M.)
4TH FLOOR : 1007 SQ.FT. (94 S.M.)
5TH FLOOR : 1007 SQ.FT. (94 S.M.)
6TH FLOOR : 1007 SQ.FT. (94 S.M.)

TOTAL : 3132 SQ.FT. (291 S.M.) = 5.71% OF RESIDENTIAL NET AREA

PARKING:

COMMERCIAL : 21936 SF = 2038 SM
OF RESIDENTIAL SUITES: 64

	VEHICLE	SMALL CAR	ACCESSIBLE
	REQUIRED	ALLOWED	REQUIRED
COMMERCIAL	(1 SPACE PER 50 S.M.) 41	PROVIDED	PROVIDED
RESIDENTIAL	(1.05 SPACES PER UNIT) 67		(1 SPACE FOR EACH 25 REQUIRED SPACES) 2
VISITORS	(0.1 SPACE PER UNIT) 6		(0.038 SPACES PER UNIT) 2
			(1 SPACE TO BE PROVIDED FOR VISITOTS) 1
TOTAL :	114	117	5 5

(ALL RESIDENTIAL PARKING SPACES ARE REQUIRED TO HAVE MIN. LEVEL 2 ELECTRICAL CHARGING OUTLETS)
(MIN. 20% OF ALL COMMERCIAL PARKING SPACES AND 20% OF ALL RESIDENTIAL VISITOR PARKING SPACES ARE REQUIRED TO HAVE MIN. LEVEL 2 ELECTRICAL CHARGING OUTLETS)

LOADING:

REQUIRED	PROVIDED
2	2

BICYCLE PARKING:

	SHORT TERM	SECURE
	REQUIRED	REQUIRED
COMMERCIAL	(6 SPACES PER 1000 S.M. G.F.A.) 12	(1 SPACE PER 250 S.M. G.F.A.) 8
RESIDENTIAL	(6 SPACES PER EVERY 60 UNITS) 12	(1.5 SPACES PER UNIT) 96

TOTAL :	24	24	104	131
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(1 ELECTRICAL OUTLET FOR EVERY 4 SECURE BIKE SPACES IS REQUIRED)

ADAPTABLE DESIGN STATISTICS:

FLOOR LEVEL	NUMBER	LEVEL OF ADAPTABLE DESIGN	FLOOR AREA EXCLUSION
		LEVEL-1	LEVEL-2
1ST FLOOR	0	0	0
2ND FLOOR	0	0	0
3RD FLOOR	16	0	4
4TH FLOOR	16	0	4
5TH FLOOR	16	0	4
6TH FLOOR	16	0	4
TOTAL	64	0	16

APARTMENT UNIT BREAKDOWN:

UNIT TYPE	NUMBER	PERCENTAGE	AVERAGE AREA
STUDIO	4	6.25%	440 SQ.FT.
1-BED	32	50%	608 SQ.FT.
2-BED	20	31.25%	846 SQ.FT.
3-BED	8	12.50%	1070 SQ.FT.
	64	100%	

GARBAGE / RECYCLING ROOM AREA CALCULATION :

RESIDENTIAL :
AREA REQUIRED = 0.486 SQ.M. X 64 (UNITS) = 31.104 SQ.M.
AREA PROVIDED = 33.00 SQ.M.

COMMERCIAL :
AREA REQUIRED = 0.023 SQ.M. PER SQ.M. OF COMM. RETAIL +
0.026 SQ.M. PER SQ.M. OF COMM. RESTAURANT +
0.010 SQ.M. PER SQ.M. OF COMM. OFFICE
= 0.023 X 474 +
0.026 X 246 +
0.010 X 1032
= 10.902 + 6.396 + 10.32
= 27.618 SQ.M.
AREA PROVIDED = 28.00 SQ.M.

LOT COVERAGE CALCULATION :

GREEN AREA AS SHOWN ON A1.3 : 15,565 SQ.FT.
LOT (SITE) AREA : 25,411.4 SQ.FT.
LOT COVERAGE : 61.25%

Attachment 2

NO --

DATE --

ISSUE --

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YAMAMOTO
ARCHITECTURE

--

202 - 33 East 8th Avenue
Vancouver, BC V5T 1R5
T – 604 731 1127 F – 604 731 1327

PROJECT --

MIXED-USE
-

1712 LONSDALE AVENUE
NORTH VANCOUVER, BC

DRAWING TITLE --
STATISTICS

SCALE --

DATE -- Dec.15, 2021

DRAWN --

CHECKED --

SHEET NO. --
A0.1

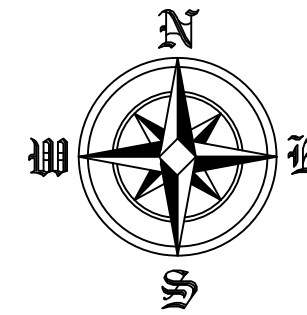
PROJ NO -- 2015

TOPOGRAPHIC PLAN OF LOT A (SEE M 32263-L)
OF LOT 8 BLOCK 18 DISTRICT LOT 549 PLAN 5042

0 5 10 15
SCALE 1:200 DISTANCES ARE IN METRES

ELEVATION DERIVATION

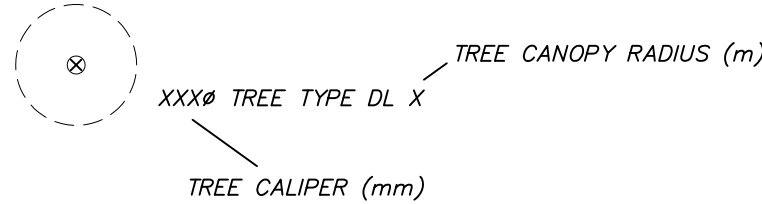
ELEVATIONS ARE DERIVED FROM CITY
OF NORTH VANCOUVER CONTROL MONUMENT
No. 73H1030 ELEVATION=99.541m
(CVD28GVR02018)



LONSDALE AVENUE

LEGEND:

- PP DENOTES POWER POLE
GW DENOTES GUY WIRE
BO DENOTES BOLLARD
CB DENOTES CATCH BASIN
SB DENOTES SERVICE BOX
EB DENOTES ELECTRICAL BOX
MH DENOTES MANHOLE
TS DENOTES TRAFFIC SIGNAL
GV DENOTES GAS VALVE
SN DENOTES SIGN
LS DENOTES LAMP STANDARD (UNLESS NOTED OTHERWISE)
IC DENOTES INSPECTION CHAMBER
TW DENOTES TOP OF WALL
MW DENOTES MONITORING WELL
DEC DENOTES DECIDUOUS



NOTES:
PROPERTY LINES ARE DERIVED FROM FIELD SURVEY
OFFSETS TO PROPERTY LINES ARE NOT TO BE USED
TO DEFINE BOUNDARIES

THIS PLAN SHOULD BE READ IN CONJUNCTION WITH
TITLE No. CA7941279 TO CONFIRM ANY CHARGES THAT
MAY AFFECT THIS PLAN

THIS PLAN SHOWS THE LOCATION OF VISIBLE FEATURES ONLY
AND DOES NOT INDICATE BURIED SERVICES THAT MAY EXIST
ON OR AROUND THE SUBJECT SITE

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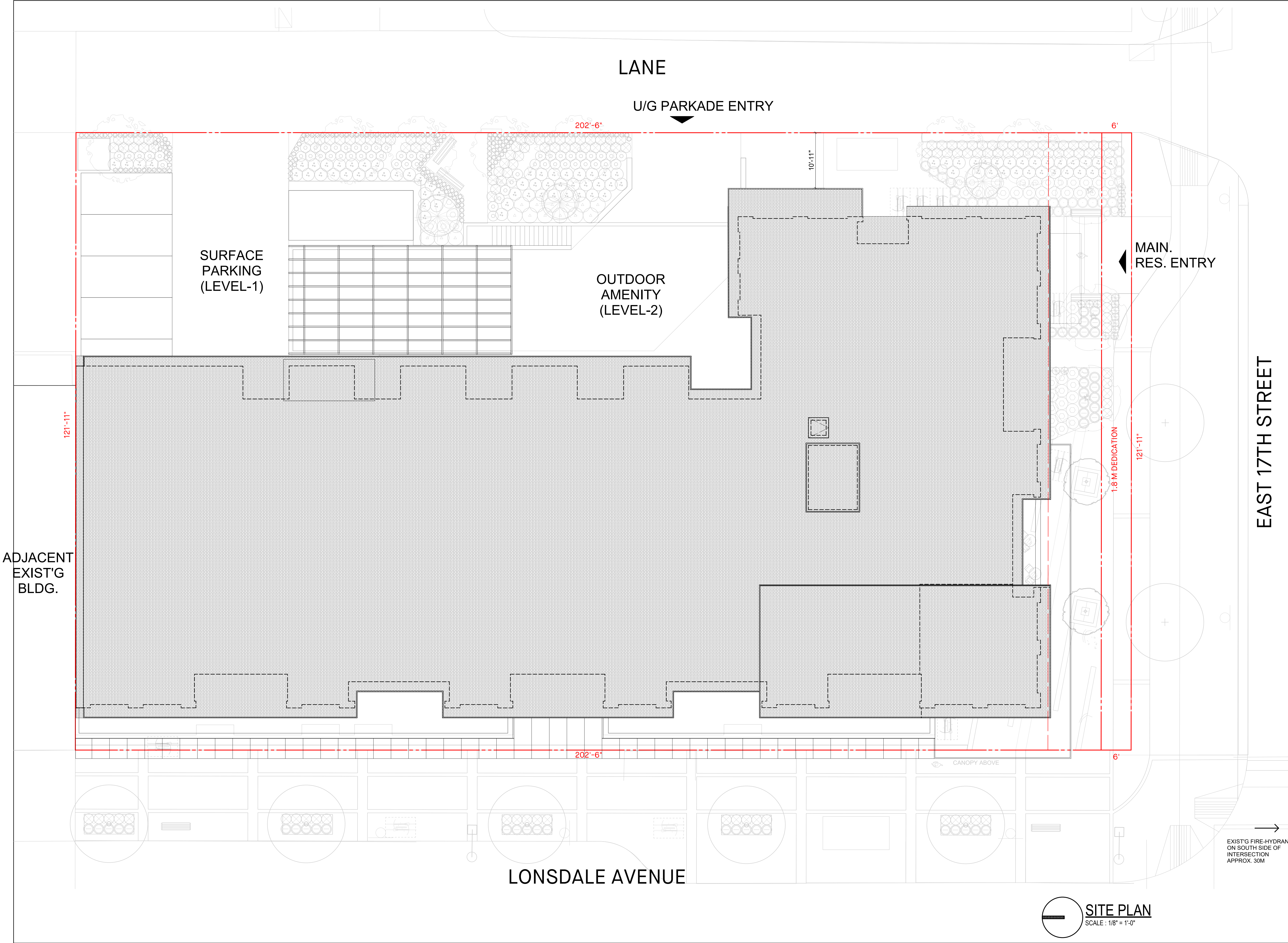
MARCH 17, 2020

**BUTLER
SUNDVICK**

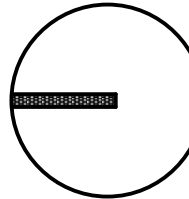
File: 5368
Dwg: 5368-T

4 - 19089 94th Ave
Surrey, BC V4N 3S4
www.butlersundvick.co
Tel. 604-513-9611

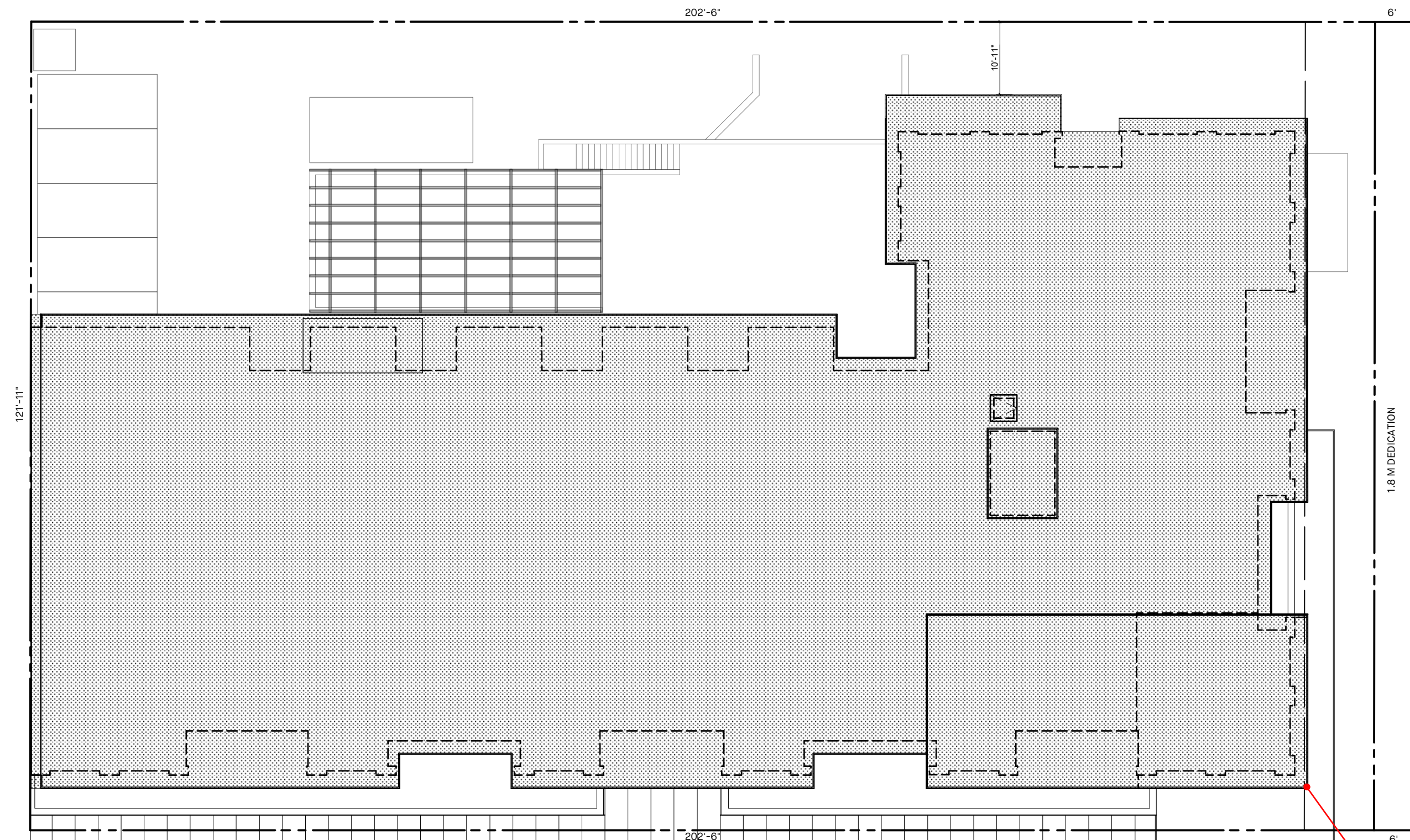
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202 - 33 East 8th Avenue Vancouver, BC V5T 1R5 T - 604 731 1127 F - 604 731 1327		
PROJECT -		
MIXED-USE		
1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE - SURVEY OVERLAY		
SCALE -	SHEET NO. -	
DATE - Dec.15, 2021	A1.1	
DRAWN -		
CHECKED -	PROJ NO - 2015	



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<p>PROJECT —</p> <p>MIXED-USE</p> <p>—</p> <p>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</p>			
<p>DRAWING TITLE —</p> <p>SITE PLAN</p>			
SCALE —		<p>SHEET NO. —</p> <p>A1.2</p>	
DATE — Dec.15, 2021			
DRAWN —			
CHECKED —		PROJ NO — 2015	

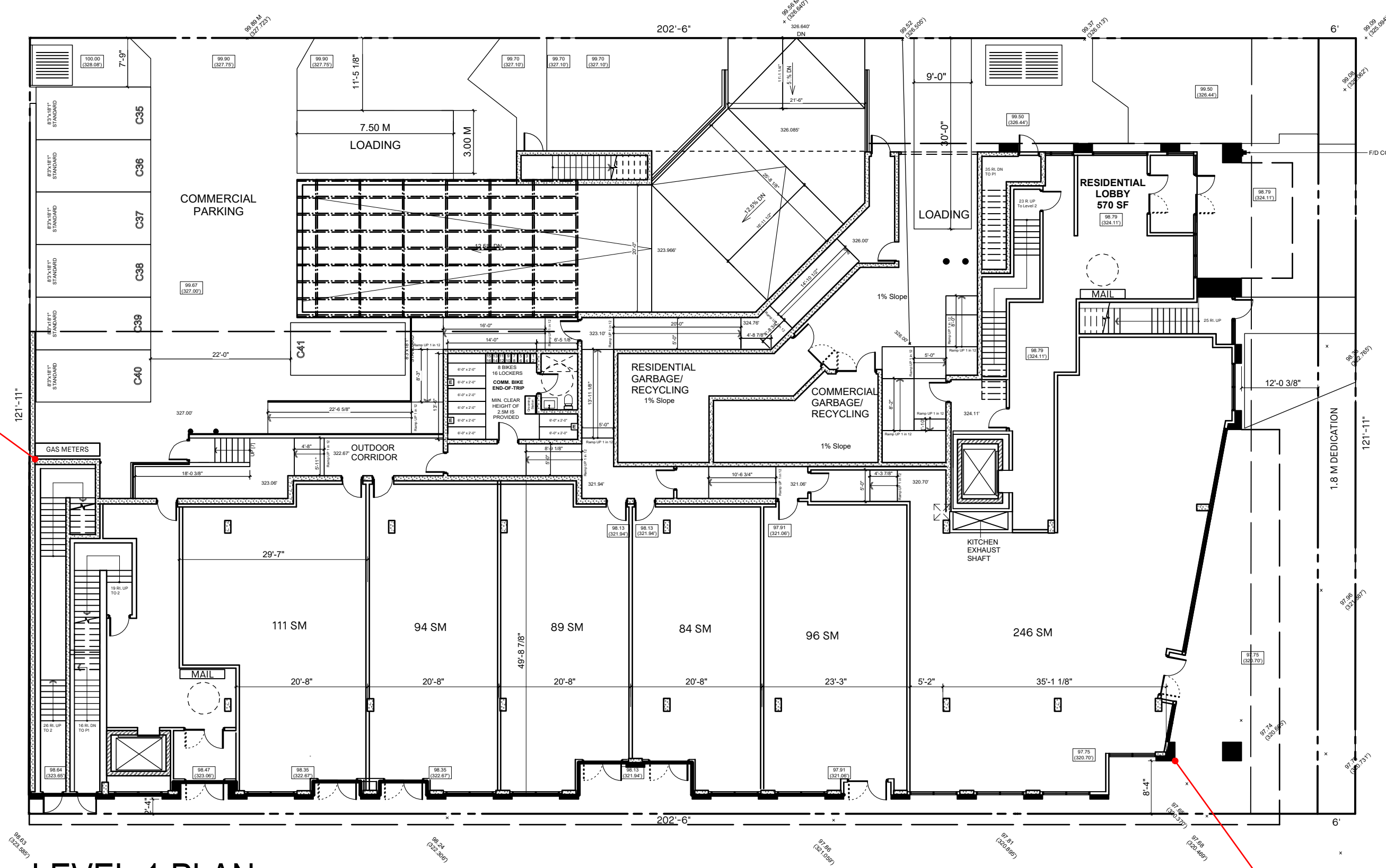


SITE PLAN
SCALE : 1/8" = 1'-0"



ROOF PLAN
SCALE : 1/16" = 1'-0"

A



LEVEL-1 PLAN
SCALE : 1/16" = 1'-0"

C

BUILDING HEIGHT CALCULATION :

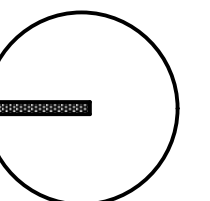
A (HIGHEST POINT OF THE STRUCTURE) : 120.30 M (394.67')

B (HIGHEST FINISHED GROUND LEVEL ON THE LOT WITHIN 3.048 M (10'-0") OF THE STRUCTURE) : 99.670 M (327.00')

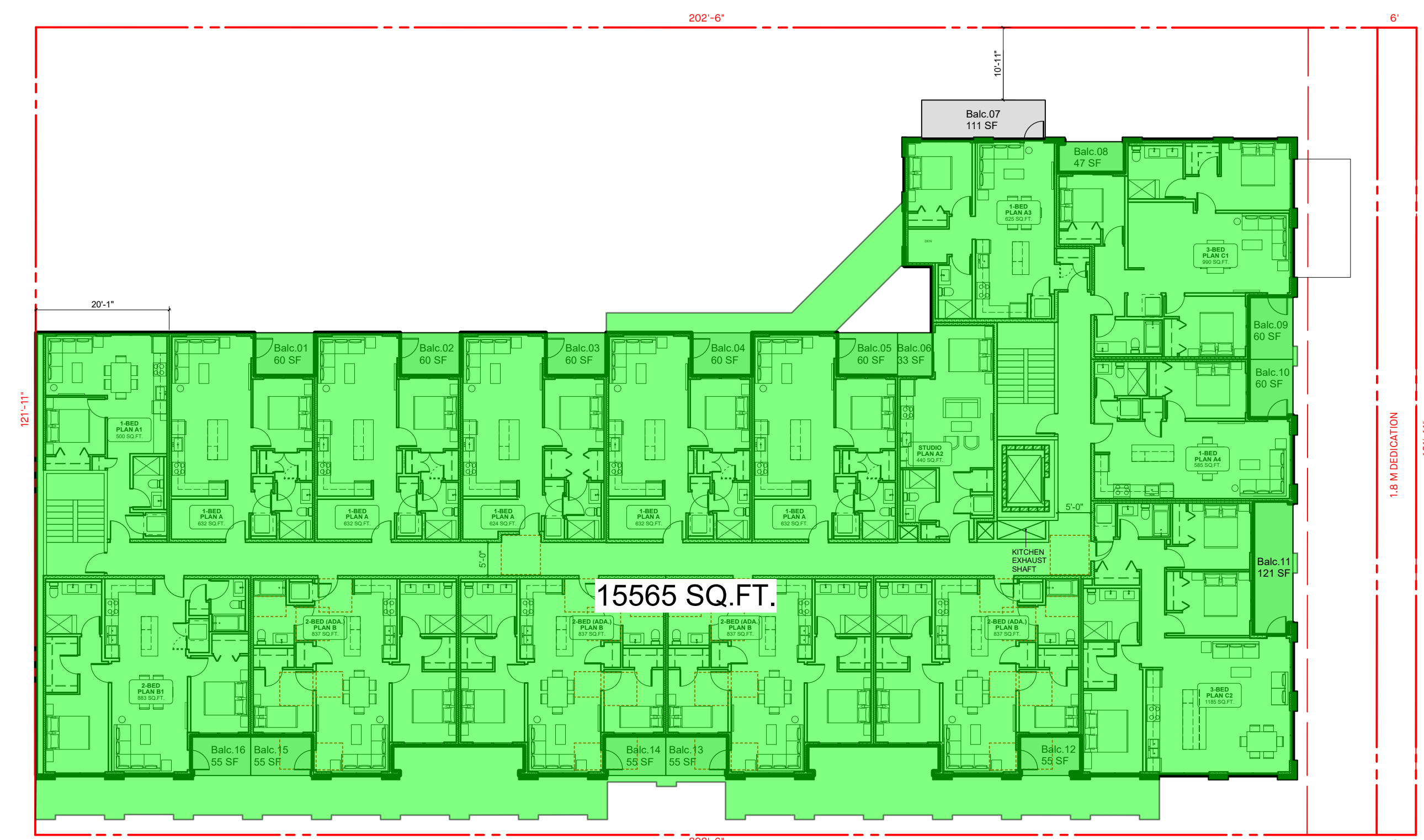
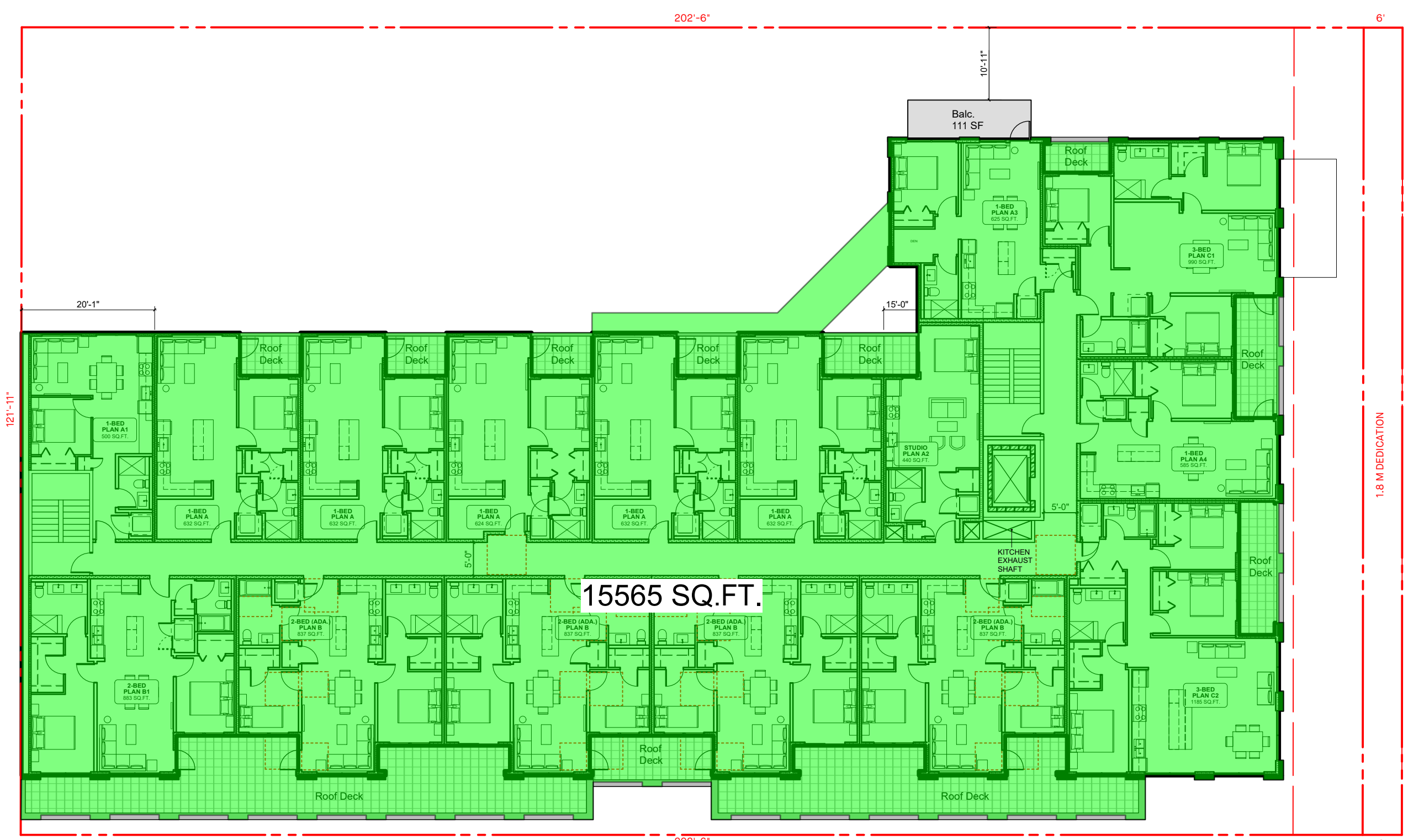
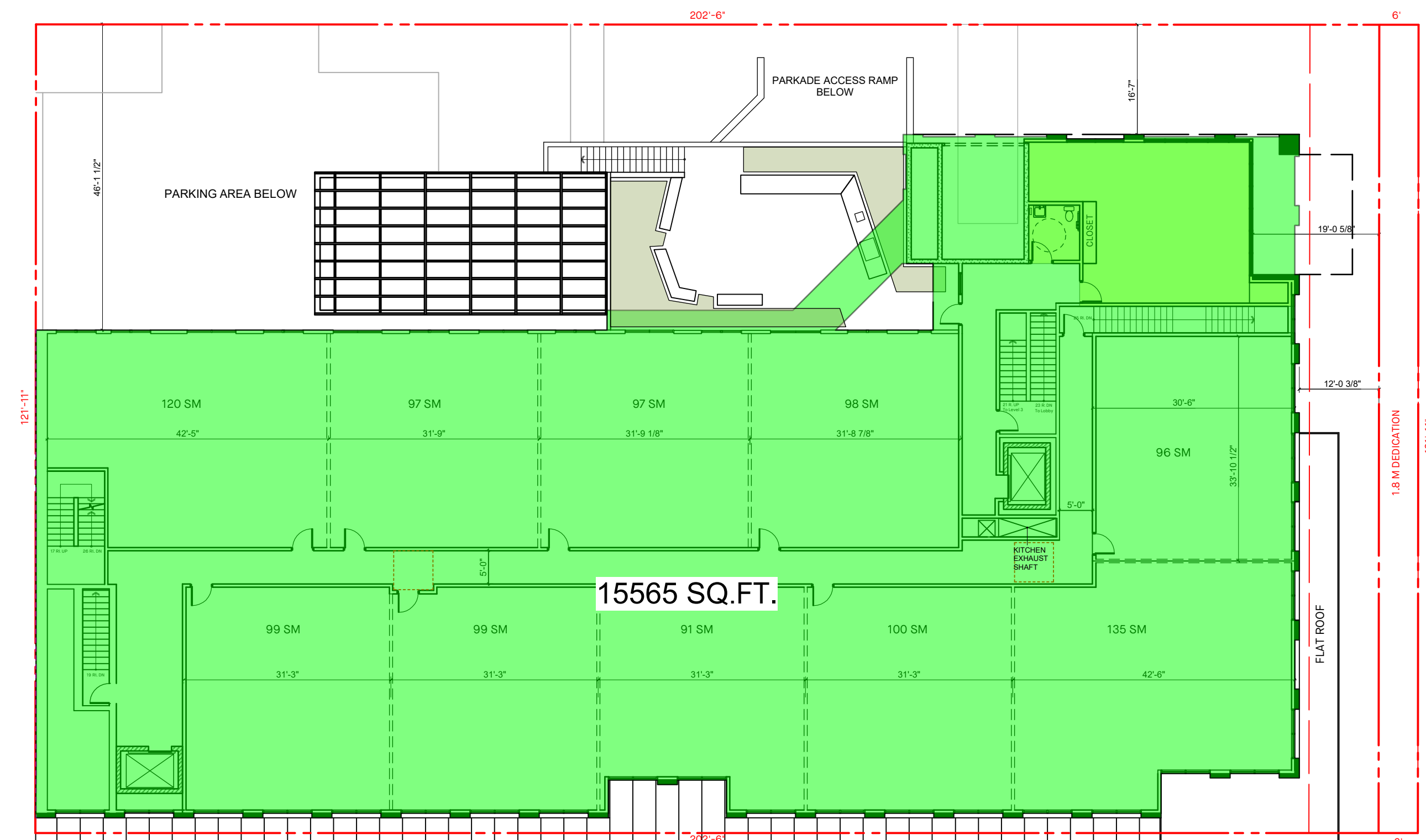
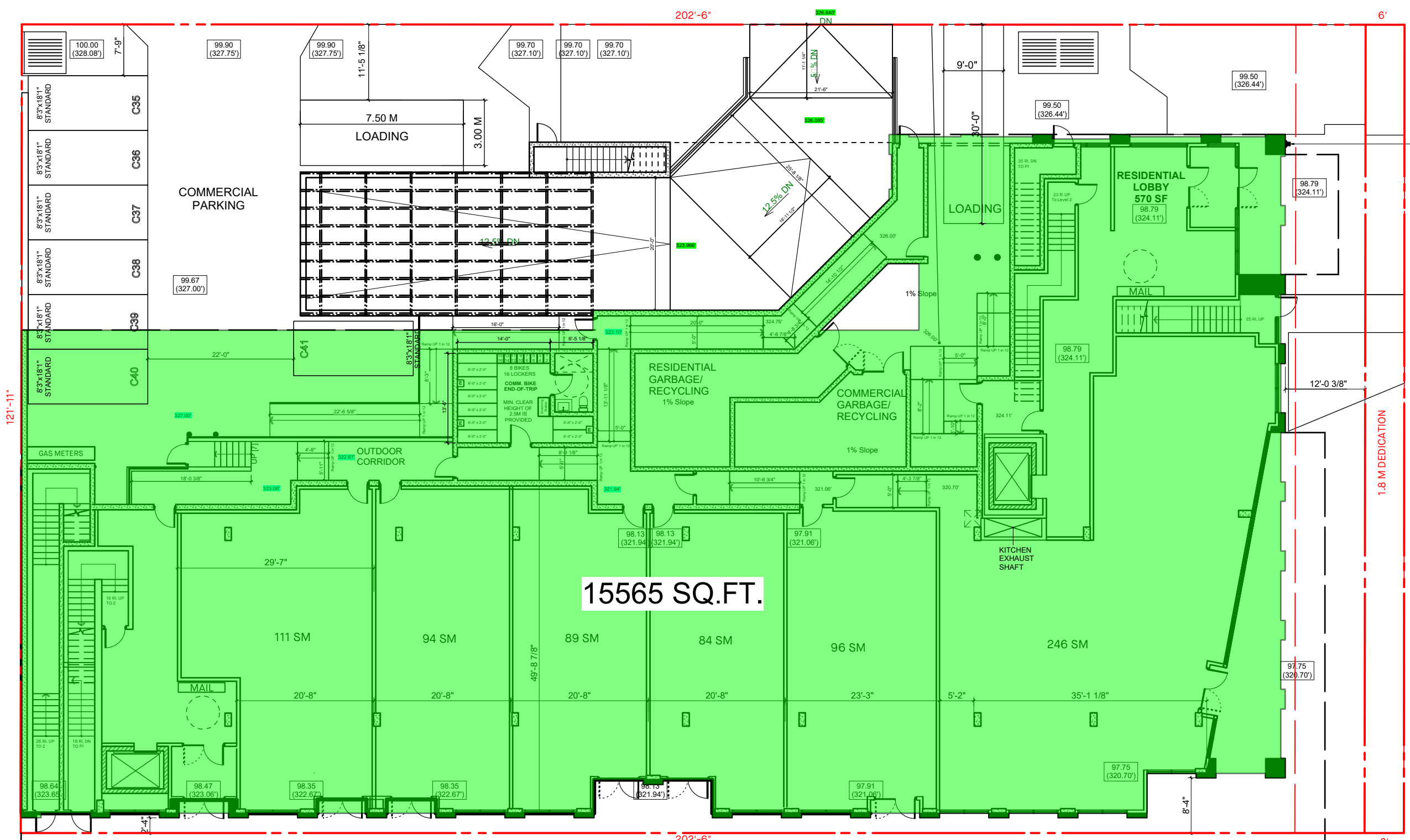
C (LOWEST FINISHED GROUND LEVEL AT THE PERIMETER OUTSIDE WALL OF THE STRUCTURE (EXCLUDING SUNKEN PATIOS TO A COMBINED MAXIMUM 9.29 SQ.M. (100 SQ.FT.) AND WINDOW WELLS)) : 97.660 M (320.407')

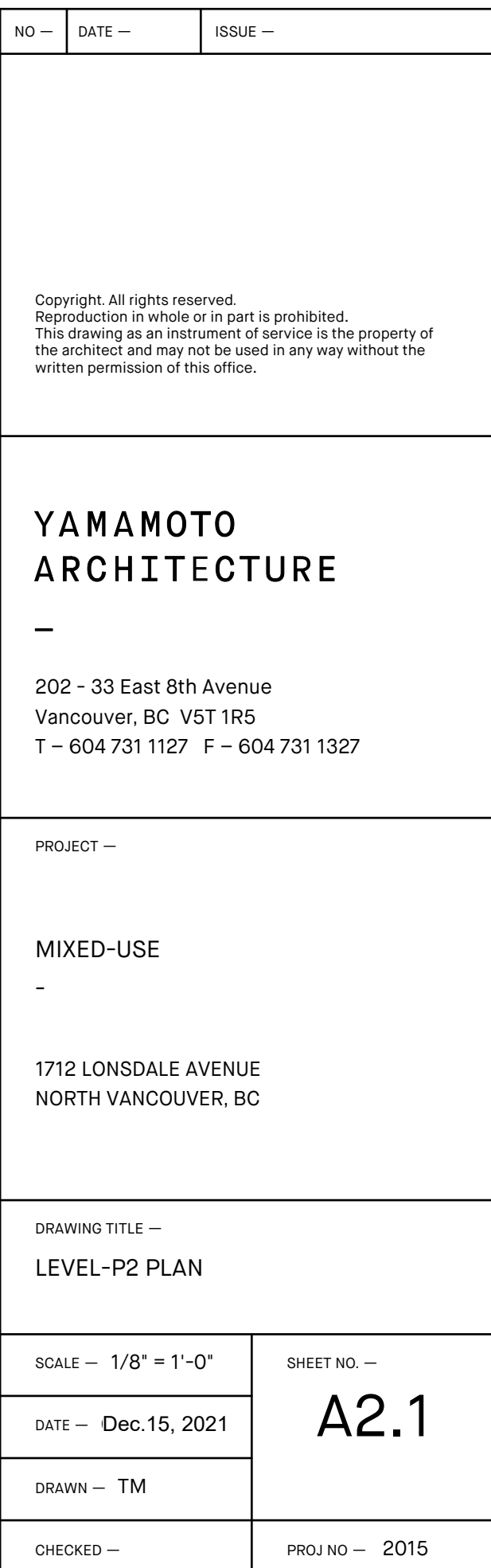
AVERAGE GRADE : $(B+C) / 2 = (99.670 \text{ M} + 97.660 \text{ M}) / 2 = 98.665 \text{ M}$

BUILDING HEIGHT = 120.30 M - 98.665 M = 21.635 M

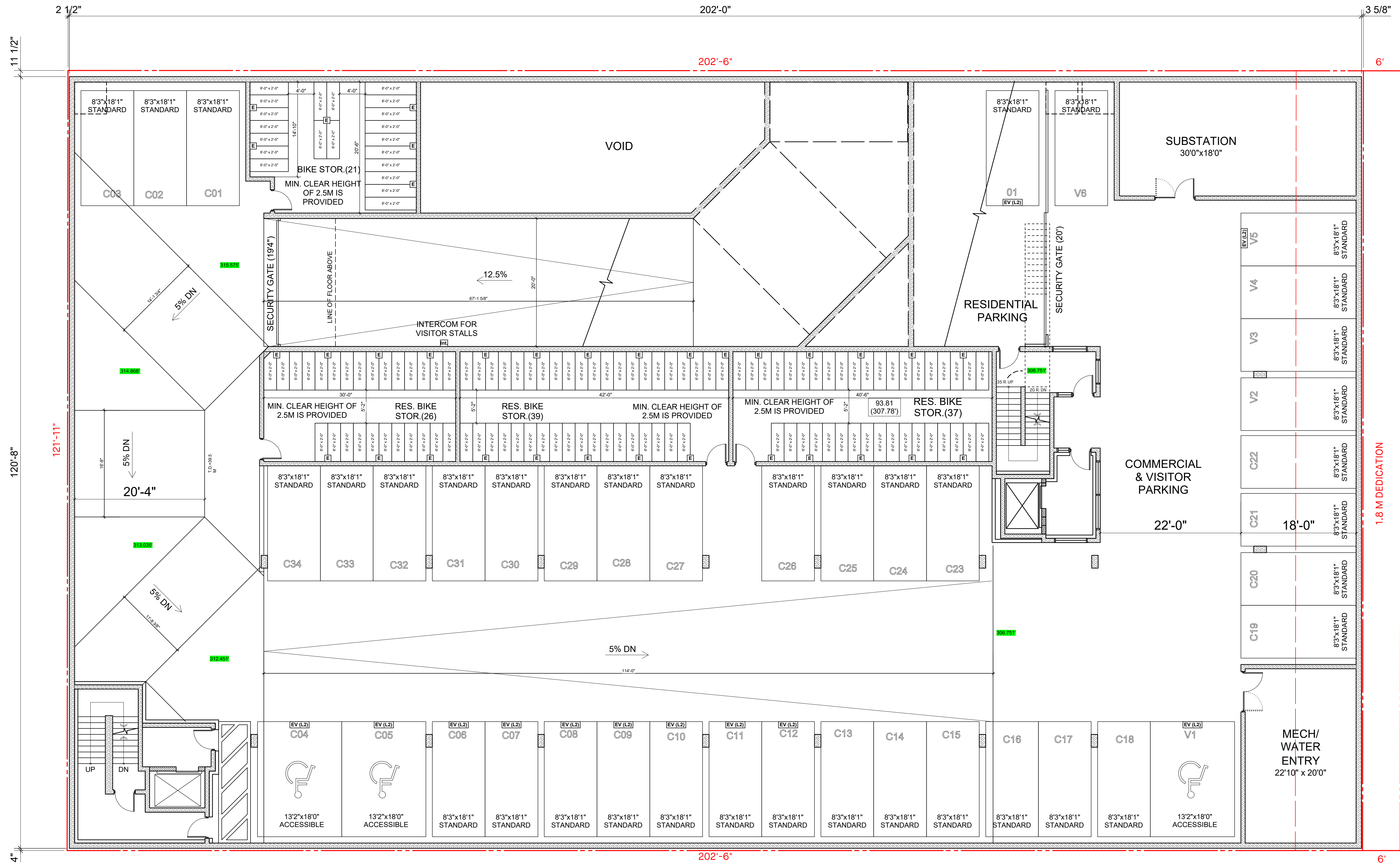


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PROJECT — MIXED-USE 1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE — BUILDING HEIGHT CALCULATION		
SCALE —	SHEET NO. —	
DATE — Dec.15, 2021	A1.3	
DRAWN —		
CHECKED —	PROJ NO — 2015	






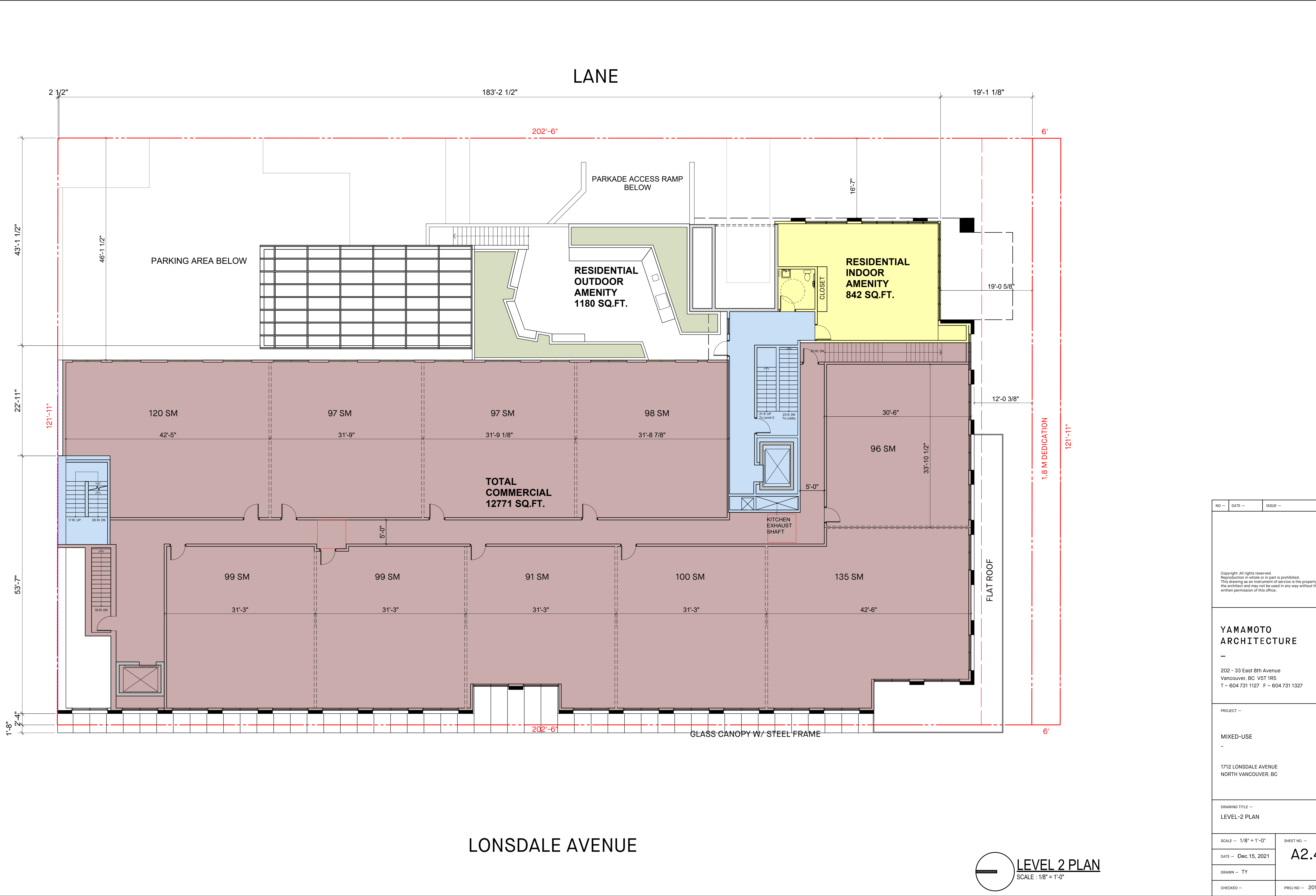
LANE



LONSDALE AVENUE


 **LEVEL P1 PLAN**
SCALE : 1/8" = 1'-0"

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<p>PROJECT —</p> <p>MIXED-USE</p> <p>—</p> <p>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</p>		
<p>DRAWING TITLE —</p> <p>LEVEL-P1 PLAN</p>		
SCALE — 1/8" = 1'-0"	<p>SHEET NO. —</p> <p>A2.2</p>	
DATE — Dec.15, 2021		
DRAWN — TM		
CHECKED —	PROJ NO — 2015	



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PROJECT — MIXED-USE — 1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE — LEVEL-2 PLAN		
SCALE — 1/8" = 1'-0"	SHEET NO. —	
DATE — Dec.15, 2021	A2.4	
DRAWN — TY		
CHECKED —	PROJ NO — 2015	

[illegible]

 **LEVEL 3 PLAN**
SCALE : 1/8" = 1'-0"


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<p>PROJECT —</p> <p>MIXED-USE</p> <p>—</p> <p>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</p>		
<p>DRAWING TITLE —</p> <p>LEVEL-3 PLAN</p>		
SCALE — 1/8" = 1'-0"		SHEET NO. — A2.5
DATE — Dec.15, 2021		
DRAWN — TY		
CHECKED —		PROJ NO — 2015

Room Schedule:

Room Number	Room Name	Area (SQ. FT.)
Balc.01	Balcony	60 SF
Balc.02	Balcony	60 SF
Balc.03	Balcony	60 SF
Balc.04	Balcony	60 SF
Balc.05	Balcony	60 SF
Balc.06	Balcony	33 SF
Balc.07	Balcony	111 SF
Balc.08	Balcony	47 SF
Balc.09	Balcony	60 SF
Balc.10	Balcony	60 SF
Balc.11	Balcony	121 SF
Balc.12	Balcony	55 SF
Balc.13	Balcony	55 SF
Balc.14	Balcony	55 SF
Balc.15	Balcony	55 SF
Balc.16	Balcony	55 SF
1-BED PLAN A1	1-Bedroom	500 SQ. FT.
1-BED PLAN A	1-Bedroom	632 SQ. FT.
1-BED PLAN A3	1-Bedroom	625 SQ. FT.
1-BED PLAN A4	1-Bedroom	585 SQ. FT.
2-BED (ADA) PLAN B	2-Bedroom	837 SQ. FT.
2-BED PLAN B1	2-Bedroom	883 SQ. FT.
3-BED PLAN C1	3-Bedroom	880 SQ. FT.
3-BED PLAN C2	3-Bedroom	1185 SQ. FT.
STUDIO PLAN A2	Studio	440 SQ. FT.

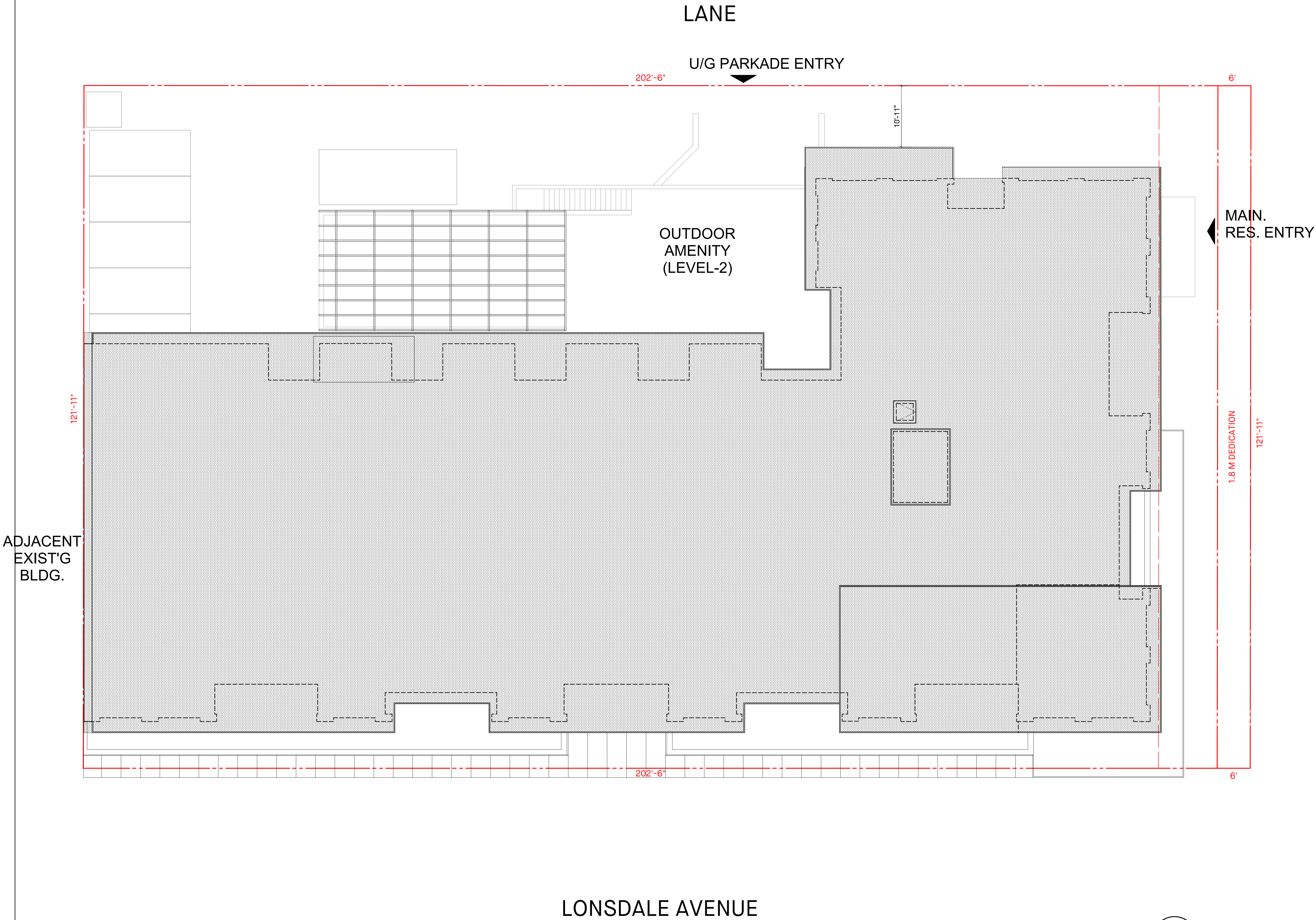
Summary:

- TOTAL RESIDENTIAL:** 13273 SQ. FT.
- 1.8 M DEDICATION:** 1.8 M



LEVEL 4 - 6 PLAN
SCALE : 1/8" = 1'-0"

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<p>PROJECT —</p> <p>MIXED-USE</p> <p>—</p> <p>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</p>		
<p>DRAWING TITLE —</p> <p>LEVEL-4 to 6 PLAN</p>		
<p>SCALE — 1/8" = 1'-0"</p> <p>DATE — Dec.15, 2021</p> <p>DRAWN — TY</p>		<p>SHEET NO. —</p> <p>A2.6</p>
<p>CHECKED —</p>		<p>PROJ NO — 2015</p>



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<div>YAMAMOTO ARCHITECTURE</div> <div>—</div> <div>202 - 33 East 8th Avenue Vancouver, BC V5T 1R5 T – 604 731 1127 F – 604 731 1327</div>			
PROJECT —			
<div>MIXED-USE</div> <div>—</div> <div>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</div>			
DRAWING TITLE —			
ROOF PLAN			
SCALE — 1/8" = 1'-0"		SHEET NO. —	
DATE — Dec.15, 2021		A2.7	
DRAWN —			
CHECKED —		PROJ NO — 2015	

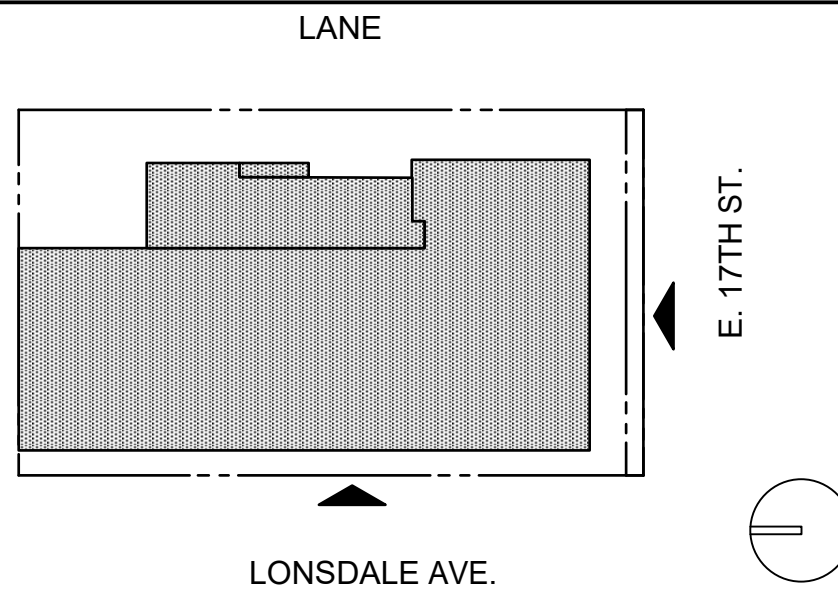


SOUTH ELEVATION [E.17TH ST.]

SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

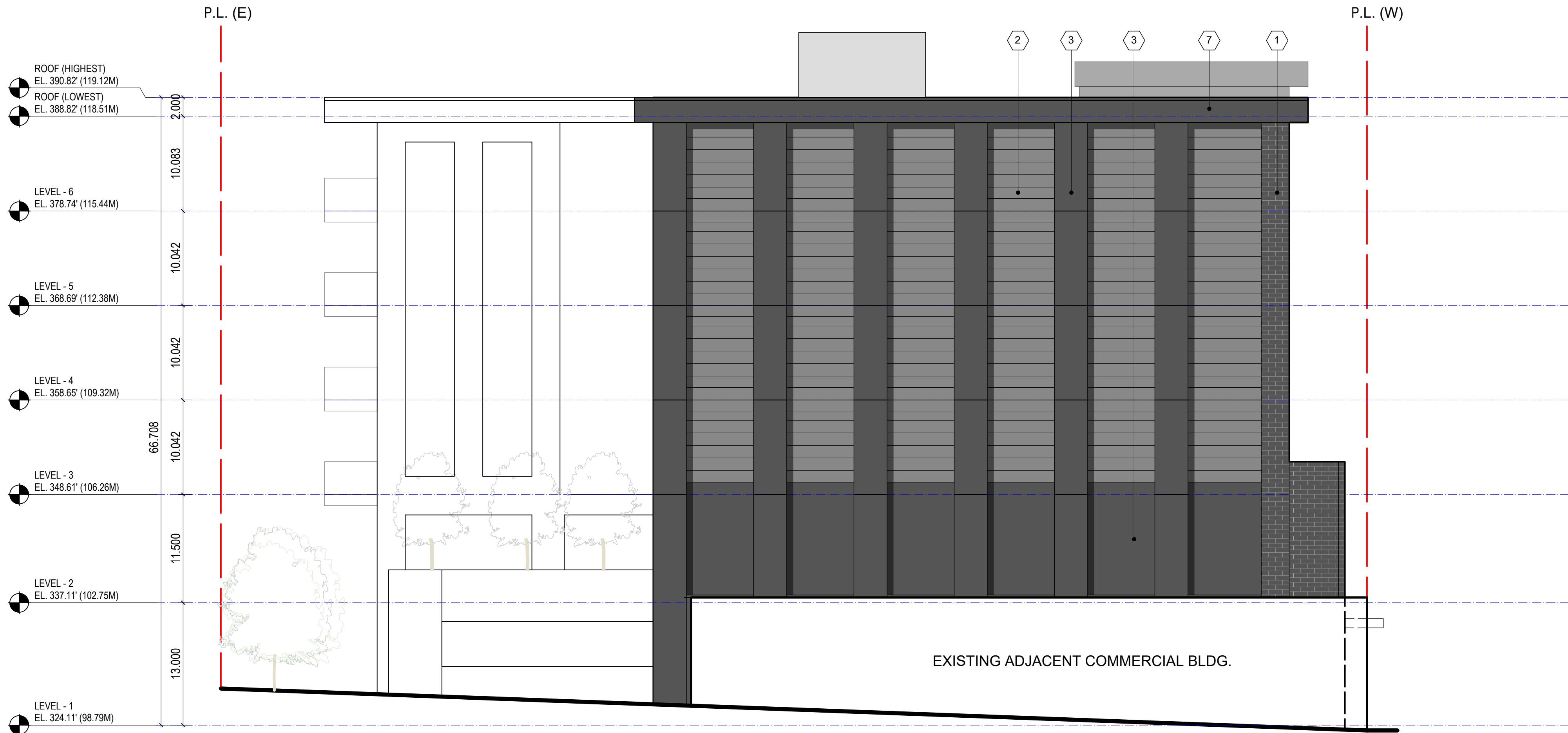
- 1 BRICK
IXL. DARK IRON-SPOT
- 2 FIBRE CEMENT SIDING
HARDIE ARTISAN SQUARE CHANNEL SIDING - "NIGHT GRAY"
- 3 FIBRE CEMENT PANEL
HARDIE-PANEL - "IRON GRAY"
- 4 VINYL FRAME DOUBLE-GLAZED WINDOW
CHARCOAL
- 5 ALMN. GUARDRAIL W/ CLEAR GLASS PANEL
TOP AND BOTTOM EDGES
- 6 ALMN. WINDOW WALL
DARK GREY TO MATCH HARDIE'S "IRON GRAY"
- 7 FIBRE CEMENT FASCIA BOARD
HARDIE-SOFFIT - "IRON GRAY"
- 8 SAGIPER WOOD-GRAIN SOFFIT
SAGIREV - "DESERT OAK"
- 9 EXPOSED ARCHITECTURAL CONCRETE
PAINTED "BM - STONINGTON GRAY"
- 10 WOOD TEXTURED GLAZED METAL DOOR
"STAINED WOOD"
- 11 FIBRE CEMENT TRIM PANEL
HARDIE-PANEL - "IRON GRAY"
- 12 STEEL CANOPY W/ CLEAR TEMPERED GLASS PANEL
POWDER COATED - "IRON GRAY"
- 13 ALUM. SECURITY GATE & SCREEN
POWDER COATED - "IRON GRAY"
- 14 EXPOSED ARCHITECTURAL CONCRETE
PAINTED "BM - WROUGHT IRON"
- 15 STEEL CANOPY W/ SAGIPER WOOD-GRAIN SOFFIT
POWDER COATED - "IRON GRAY"
SAGIREV - "DESERT OAK"



WEST ELEVATION [LONSDALE AVE.]

SCALE : 1/8" = 1'-0"

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PROJECT —		
MIXED-USE —		
1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE — ELEVATIONS		
SCALE — 1/8" = 1'-0"	SHEET NO. —	
DATE — Dec.15, 2021	A3.1	
DRAWN —		
CHECKED —	PROJ NO — 2015	

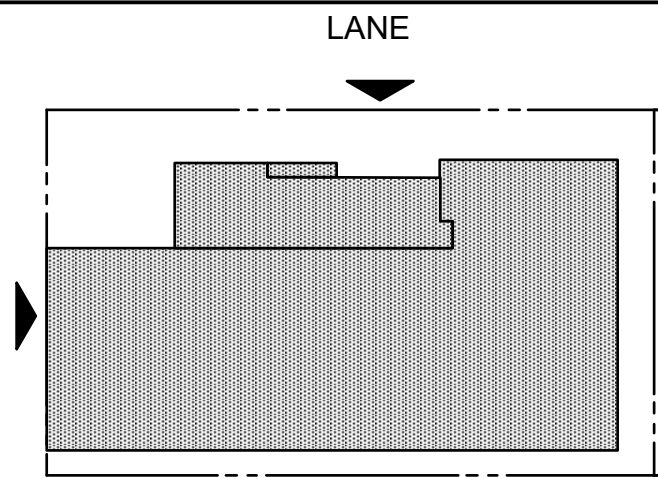


NORTH ELEVATION

SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

- 1 BRICK
IXL - DARK IRON-SPOT
- 2 FIBRE CEMENT SIDING
HARDIE ARTISAN SQUARE CHANNEL SIDING - "NIGHT GRAY"
- 3 FIBRE CEMENT PANEL
HARDIE-PANEL - "IRON GRAY"
- 4 VINYL FRAME DOUBLE-GLAZED WINDOW
CHARCOAL
- 5 ALMN. GUARDRAIL W/ CLEAR GLASS PANEL
TOP AND BOTTOM EDGES
- 6 ALMN. WINDOW WALL
DARK GREY TO MATCH HARDIE'S "IRON GRAY"
- 7 FIBRE CEMENT FASCIA BOARD
HARDIE-SOFFIT - "IRON GRAY"
- 8 SAGIPER WOOD-GRAIN SOFFIT
SAGIREV - "DESERT OAK"
- 9 EXPOSED ARCHITECTURAL CONCRETE
PAINTED "BM - STONINGTON GRAY"
- 10 WOOD TEXTURED GLAZED METAL DOOR
"STAINED WOOD"
- 11 FIBRE CEMENT TRIM PANEL
HARDIE-PANEL - "IRON GRAY"
- 12 STEEL CANOPY W/ CLEAR TEMPERED GLASS PANEL
POWDER COATED - "IRON GRAY"
- 13 ALUM. SECURITY GATE & SCREEN
POWDER COATED - "IRON GRAY"
- 14 EXPOSED ARCHITECTURAL CONCRETE
PAINTED "BM - WROUGHT IRON"
- 15 STEEL CANOPY W/ SAGIPER WOOD-GRAIN SOFFIT
POWDER COATED - "IRON GRAY"
SAGIREV - "DESERT OAK"



LONSDALE AVE.

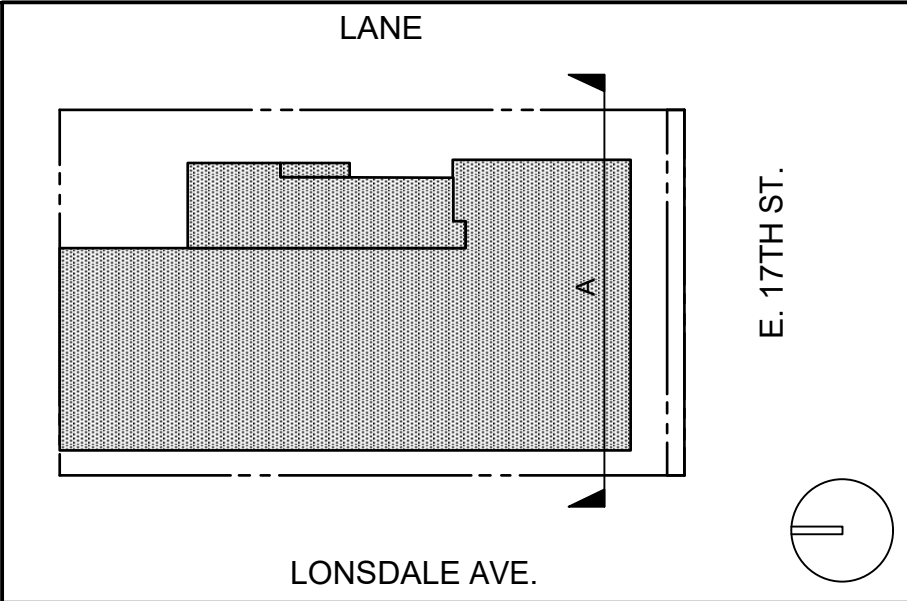
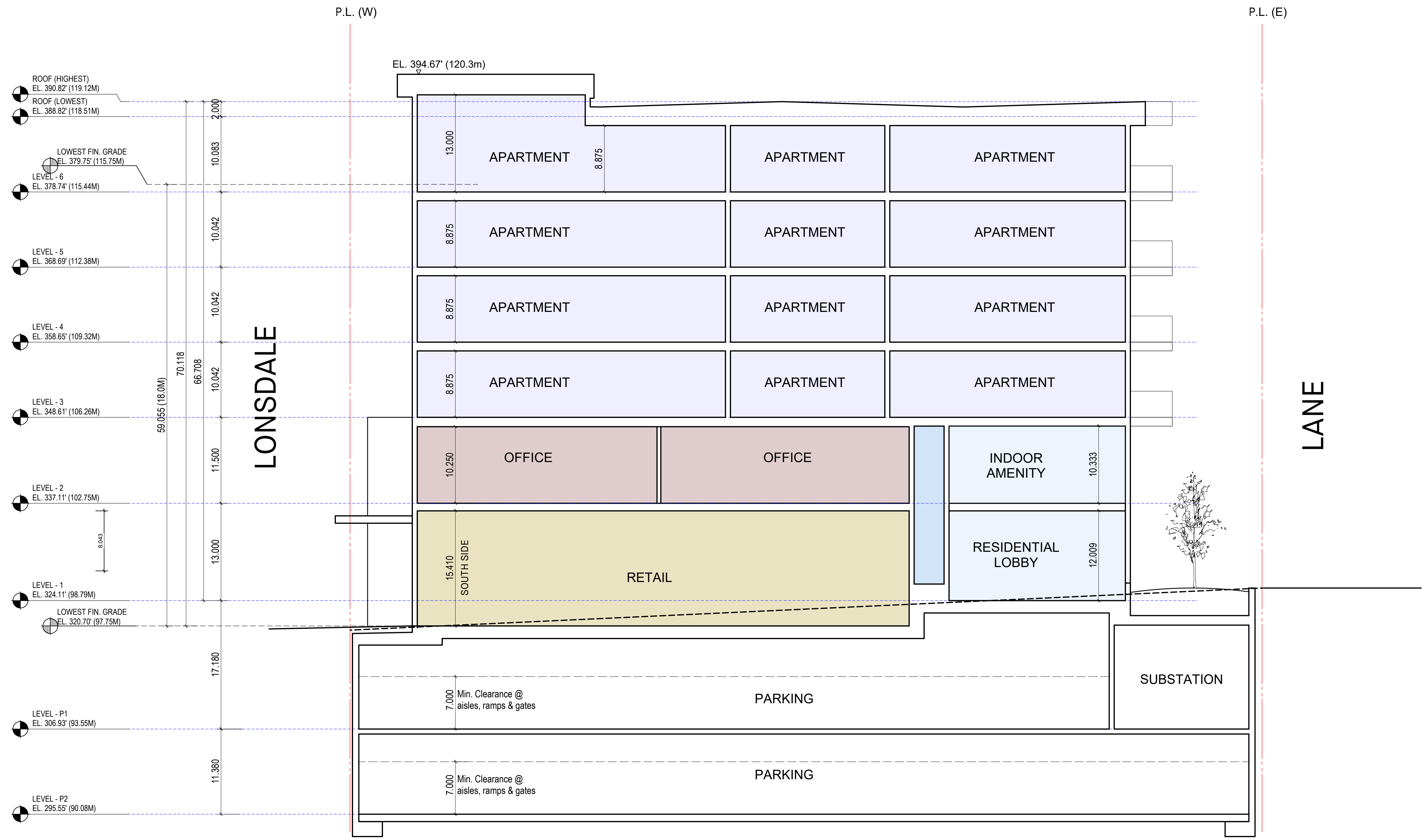
E. 17TH ST.



EAST ELEVATION [LANE]

SCALE : 1/8" = 1'-0"

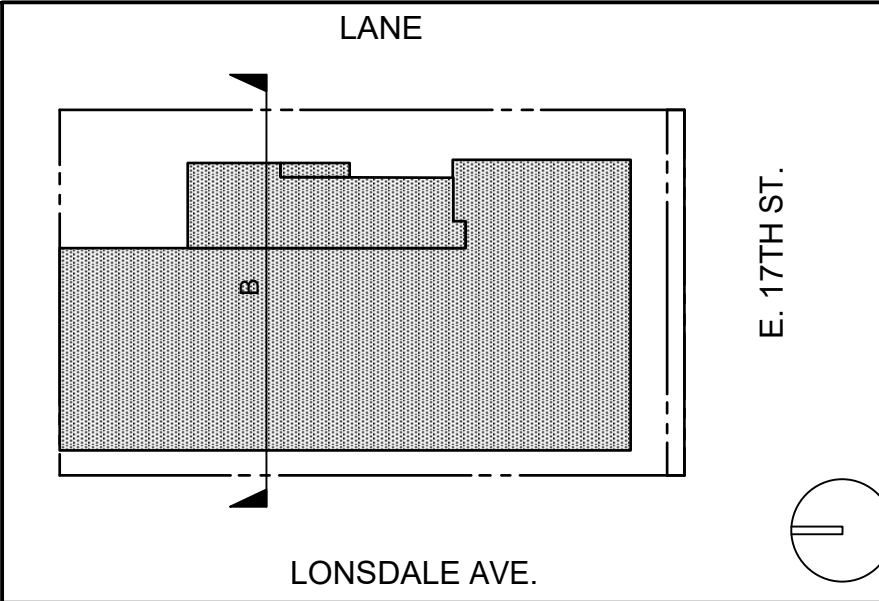
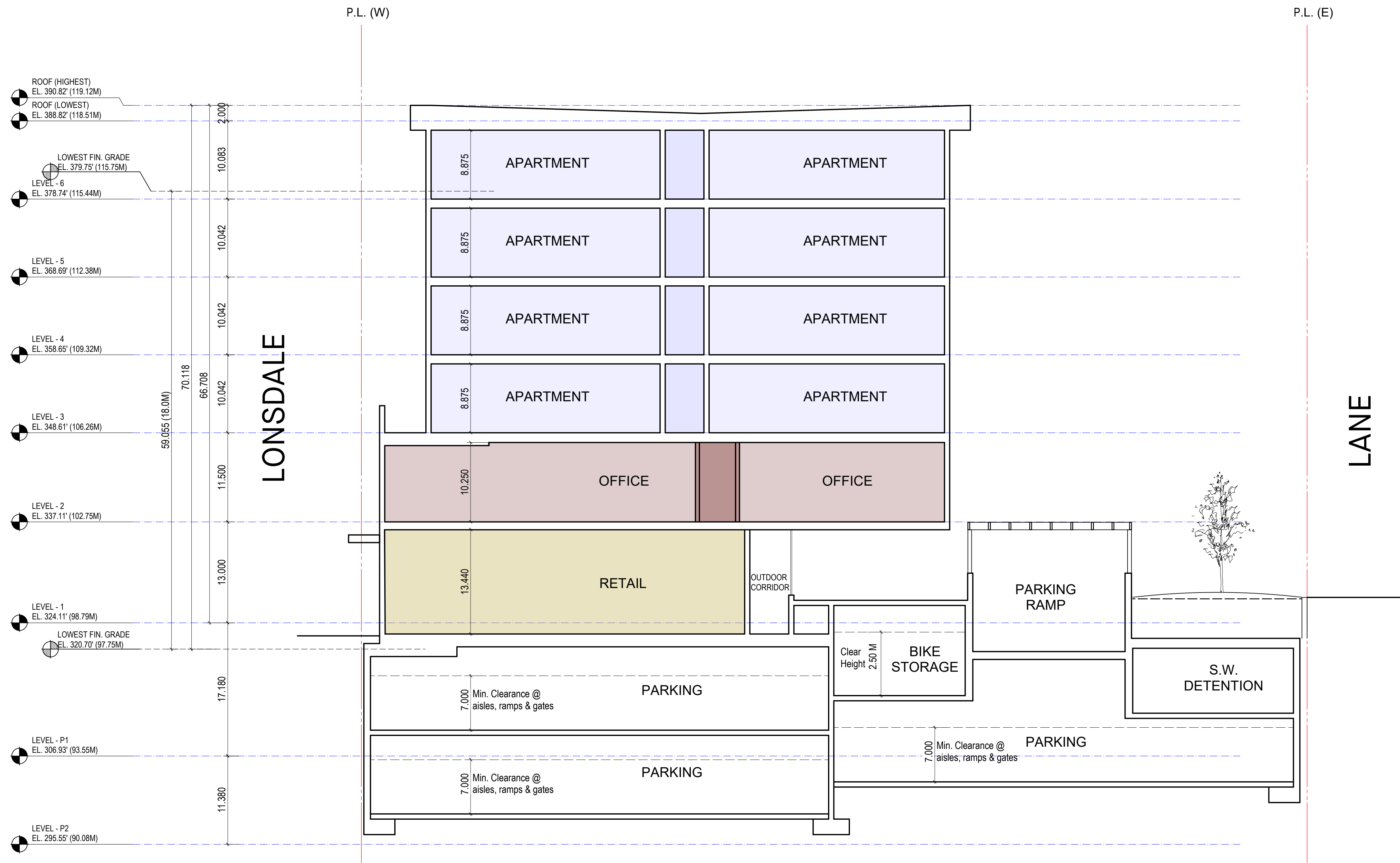
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PROJECT —		
MIXED-USE —		
1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE — ELEVATIONS		
SCALE — 1/8" = 1'-0"	SHEET NO. —	
DATE — Dec.15, 2021	A3.2	
DRAWN —		
CHECKED —	PROJ NO — 2015	



SECTION - A

SCALE : 1/8" = 1'-0"

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PROJECT —		
MIXED-USE		
—		
1712 LONSDALE AVENUE NORTH VANCOUVER, BC		
DRAWING TITLE —		
SECTION A		
SCALE — 1/8" = 1'-0"		SHEET NO. —
DATE — Dec.15, 2021		A4.1
DRAWN —		
CHECKED —		PROJ NO — 2015



SECTION - B
SCALE : 1/8" = 1'-0"

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<p>PROJECT —</p> <p>MIXED-USE</p> <p>—</p> <p>1712 LONSDALE AVENUE NORTH VANCOUVER, BC</p>			
<p>DRAWING TITLE —</p> <p>SECTION B</p>			
SCALE — 1/8" = 1'-0"		SHEET NO. —	
DATE — Dec.15, 2021		A4.2	
DRAWN —			
CHECKED —		PROJ NO — 2015	

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OR CONCEALED STRUCTURES AT THE PROJECT
SITE.

THE CONTRACTOR IS RESPONSIBLE FOR
DETERMINING THE EXISTENCE, LOCATION, AND
ELEVATION OF ALL UTILITIES AND / OR
CONCEALED STRUCTURES, AND IS
RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE COMPANY, DEPARTMENT OR
PERSON(S) OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

CLIENT



5	RE-ISSUED FOR REZONING	21-12-15
4	ISSUED FOR REZONING	21-10-27
3	ISSUED FOR REZONING	20-12-22
2	ISSUED FOR REVIEW	20-12-16
1	ISSUED FOR REVIEW	20-11-09
REVISIONS		

Lennox
Lonsdale Ave
& E 17th St

East 17th St
North Vancouver, BC

Scale:	1:150
Drawn:	MR
Reviewed:	KL
Project No.	06-729

COVER SHEET

LENNOX - LONSDALE AVE & E 17TH ST

NORTH VANCOUVER, BC

RE-ISSUED FOR REZONING

LANDSCAPE DRAWING INDEX

DRAWING INDEX	
SHEET No.	SHEET NAME
L0.0	COVER SHEET AND DRAWING LIST
L0.1	INSPIRATION & DESIGN RATIONALE
L0.2	DIAGRAMS
L1.0	SITE PLAN
L1.1	LEVEL 2 LANDSCAPE PLAN
L1.3	LIGHTING PLAN
L2.0	PLANT MATERIALS AND PLANT LIST
L2.1	PLANTING PLAN LEVEL 1
L2.2	PLANTING PLAN LEVEL 2
L3.0	PRECEDENTS
L3.1	MATERIALS & FURNISHINGS
L4.0	SECTIONS
L5.0	SOFTSCAPE DETAILS
L5.1	HARDSCAPE DETAILS
L5.2	FURNISHING DETAILS
L5.3	FURNISHING DETAILS

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IF A DISCREPANCY OCCURS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS OR ANY OTHER DOCUMENT ASSOCIATED WITH THE PROJECT, THE CONFLICT SHALL BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT TO OBTAIN CLARIFICATION AND APPROVAL BEFORE PROCEEDING WITH WORKS.

THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE TRUE EXISTING CONDITIONS. ANY UNCLEAR ISSUES SHALL BE CLARIFIED WITH THE LANDSCAPE ARCHITECT. NO CLAIM SHALL BE ALLOWED FOR EXTRAS WHICH MAY ARISE THROUGH NEGLECT OF THIS ADVICE.

ALL EXISTING INFORMATION IS BASED ON AVAILABLE RECORDS AND SHALL NOT BE CONSTRUED TO BE COMPLETE OR ACCURATE.

LAYOUT OF HARDSCAPE, SITE FURNITURE, SOIL, PLANTING, AND ALL OTHER MATERIALS IS TO BE STAKED OUT AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

ALL PLANTING SHALL BE IN ACCORDANCE WITH CANADIAN LANDSCAPE STANDARD, LATEST EDITION.

ALL LANDSCAPE AREAS TO BE IRRIGATED WITH HIGH EFFICIENCY IRRIGATION SYSTEM.

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FINAL SELECTION AND APPROVAL OF ALL STREET TREES TO BE DONE BY THE CITY OF NORTH VANCOUVER.

ALL OFFSITE PLANTING TO BE IRRIGATED TO CNV STANDARDS.

PROJECT INFORMATION

ARCHITECT:
YAMAMOTO ARCHITECTURE INC.
CONTACT NAME: TAIZO YAMAMOTO
SUITE 202 - 33 EAST 8TH AVENUE
VANCOUVER, BC V5T 1R5
EMAIL:TAIZO@YAMAMOTOARCHITECTURE.COM
T: (604) 731-1127 EXT. 101

LANDSCAPE ARCHITECT:
CONNECT LANDSCAPE ARCHITECTURE
CONTACT NAME: KEN LARSSON, MARINA ROMMEL
2305 HEMLOCK STREET
VANCOUVER, BC, V6H 2V1
EMAIL: KEN@CONNECTLA.CA / MARINA@CONNECTLA.CA
PH: 604 681 3303

DESIGN INSPIRATION AND PRINCIPLES

CORNER PLAZA INSPIRED BY THE NORTH SHORE

The corner plaza along Lonsdale Ave and East 17th St is inspired by local natural materials and designed to highlight the unique character of the north shore.

The new design replaces the existing small corner seating area with a larger open community plaza with high quality materials inspired by nature. Pocket seating areas and a seatign deck planter nestled amongs trees give respite from the busy street corner. Shaded by a grove of tree canopies, the plaza features sculptural basalt rock seating that recalls the boulder outcrops of the north shore landscape. Angled strips of paver bands activate the corner with movement, inviting social interaction and engaging play.

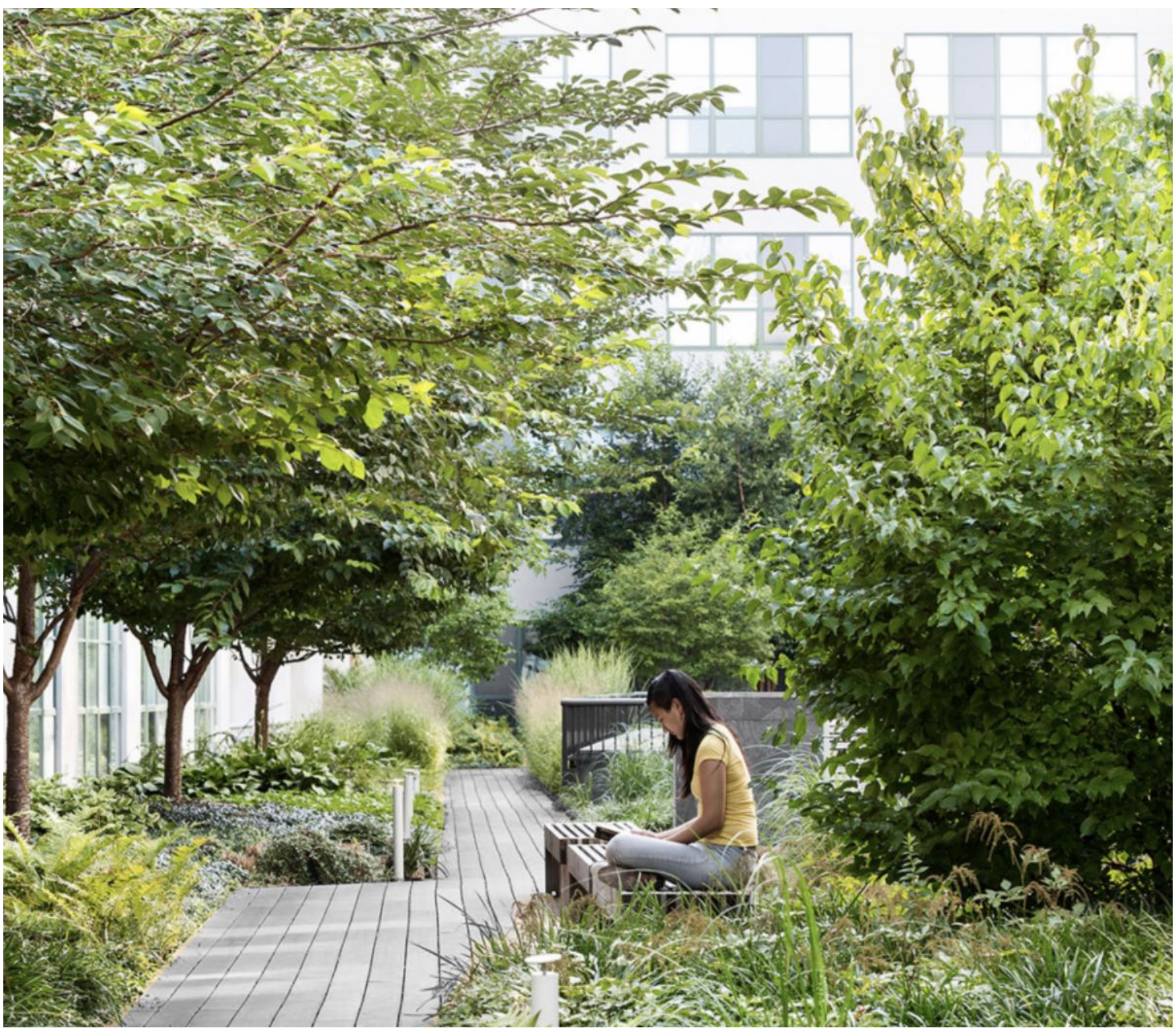
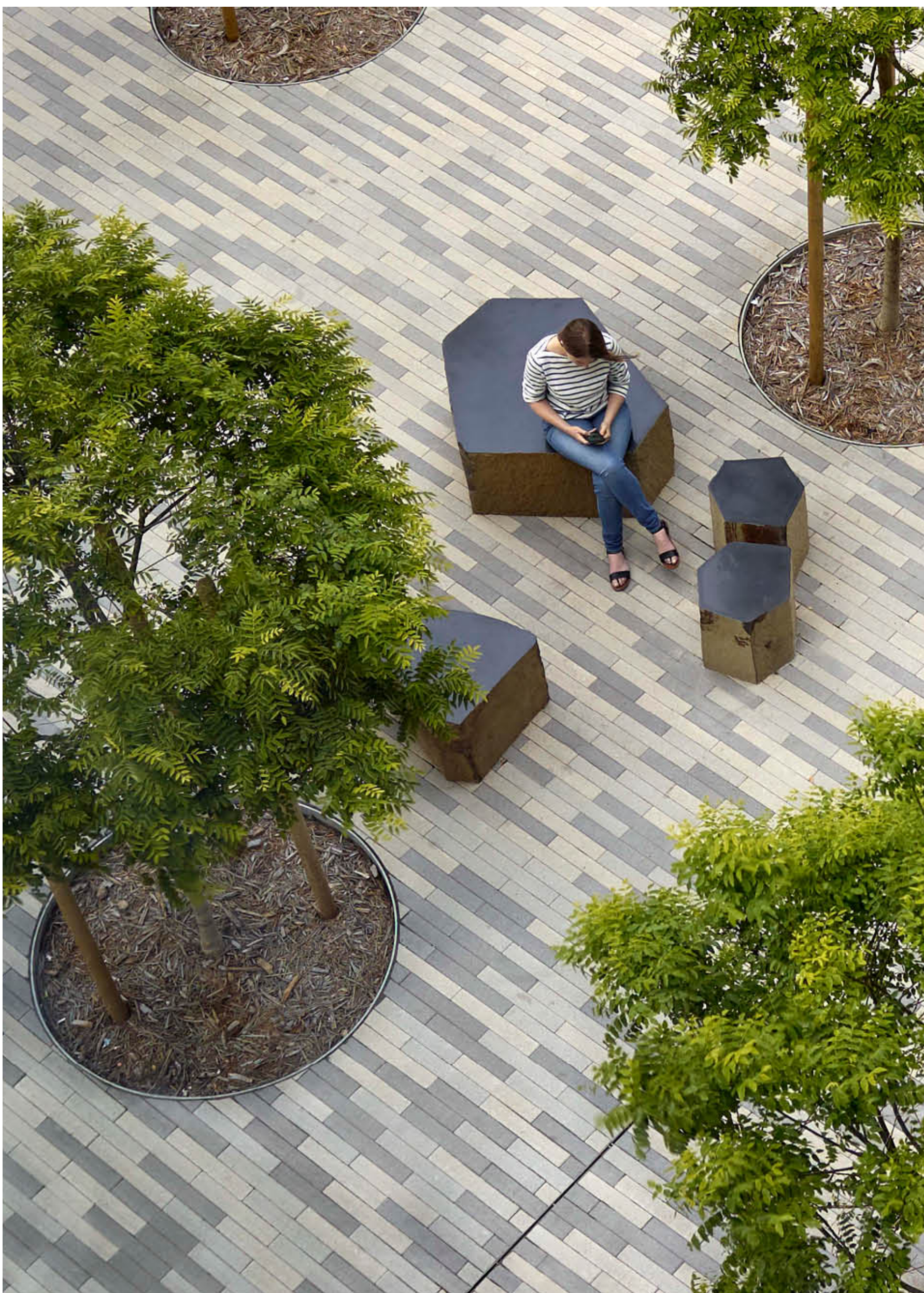
SYMBIOSIS & SYNERGY BETWEEN RETAIL & STREET LIFE: CREATING A VIBRANT EDGE

Large panels of linear unit pavers, tree canopies, and seating facing the commercial edge activate the retail frontage of the building. The designed dimensions of the street facing landscape accentuate each storefront, allowing patio chairs to spill out towards the street that creates a vibrant street front with visual interest.

Corner rain gardens per CNV standards add a highly-regarded ecological value to the site that directly benefits local residents and the environment. These elements of quality detailing enhances the public realm.

RESIDENTIAL ENTRY INFUSED IN NATURE

Lush, soft planting along the residential lobby beautifully shades the arrival entry experience of residents. Set back from the street, the lobby is embedded amongst trees and comfortable wooden seating. Strips of feature outcrop paving bands run along the floor, creating a sense of momentum that guides and leads the dweller into the landscape and building. Inspired by the concept of a lush oasis in the city, the plantings and paving at the entry zone adds an element of prestige and sophistication to the residential complex, as the immersive arrival/departure experience at the lobby becomes a feature every resident is proud to call home.



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CLIENT



POLYGON
POLYGON DEVELOPMENT 259 LTD.

5	RE-ISSUED FOR REZONING	21-12-15
4	ISSUED FOR REZONING	21-10-27
3	ISSUED FOR REZONING	20-12-22
2	ISSUED FOR REVIEW	20-12-16
1	ISSUED FOR REVIEW	20-11-09
REVISIONS		

Lennox
Lonsdale Ave
& E 17th St

East 17th St
North Vancouver, BC

Scale:	NTS
Drawn:	MR
Reviewed:	KL
Project No.	06-729

INSPIRATION &
DESIGN PRINCIPLES

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REVISIONS

Lennox
Lonsdale Ave
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East 17th St
North Vancouver, BC

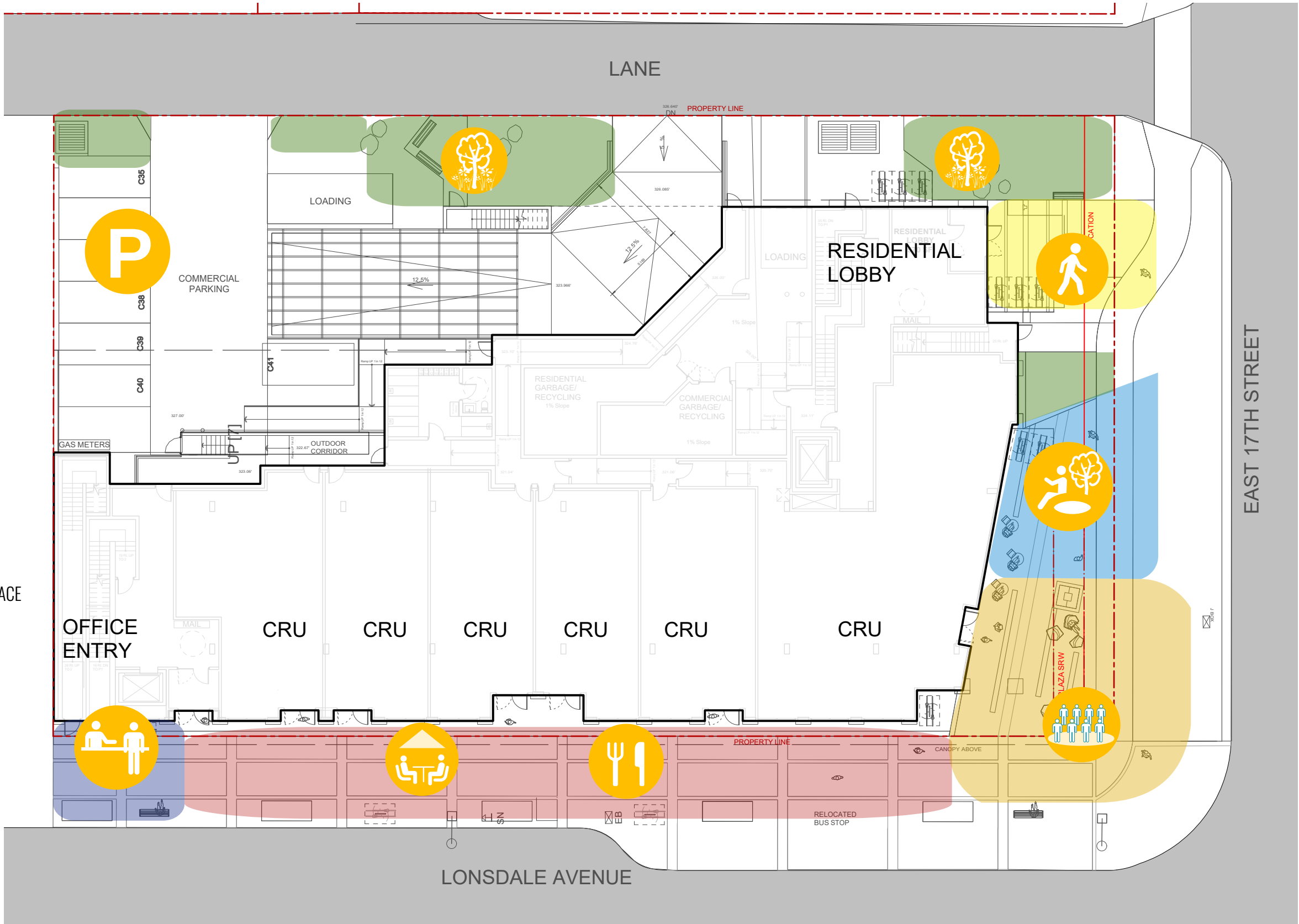
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ANALYSIS & PROGRAM
DIAGRAMS

GROUND FLOOR PROGRAM

GROUND LEVEL

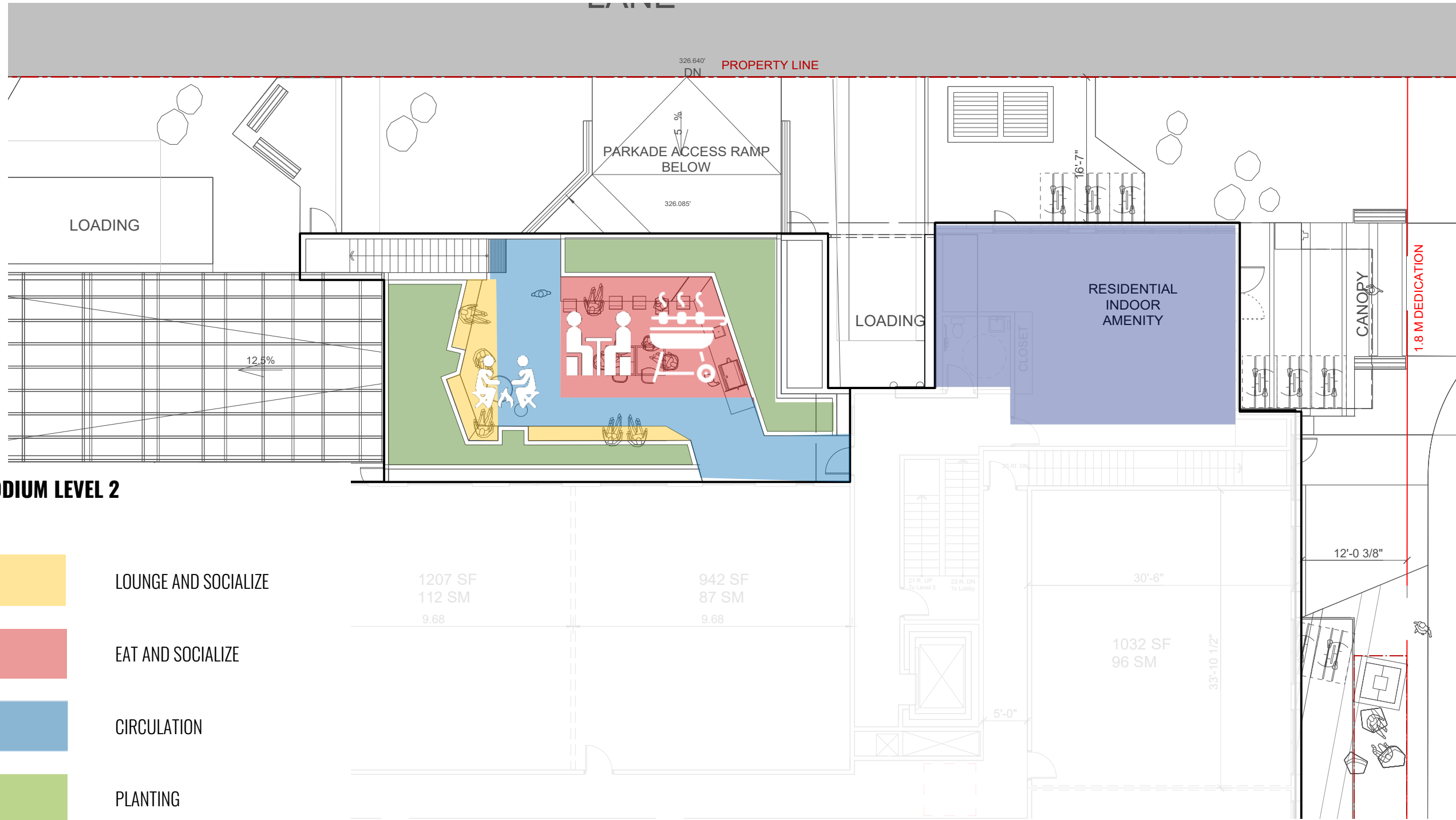
- OPEN FLEXIBLE PLAZA SPACE
- QUITE SEATING AREA PLAZA
- PLANTING BUFFER
- RESIDENTIAL ENTRY PLAZA
- COMMERCIAL EDGE
- OFFICE LOBBY PLAZA



ONSITE PROGRAM L2

PODIUM LEVEL 2

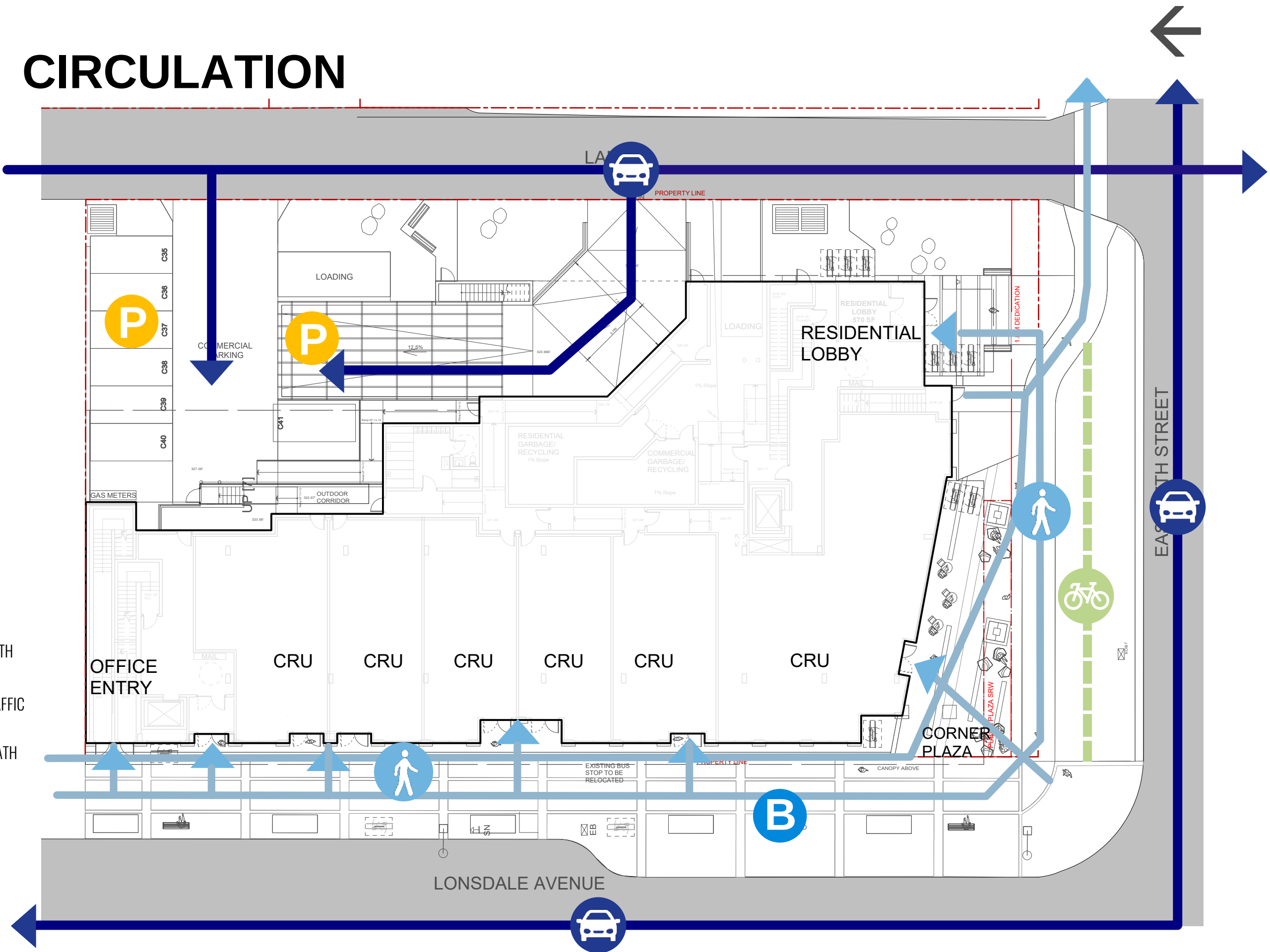
- LOUNGE AND SOCIALIZE
- EAT AND SOCIALIZE
- CIRCULATION
- PLANTING
- INDOOR AMENITY



CIRCULATION

GROUND LEVEL

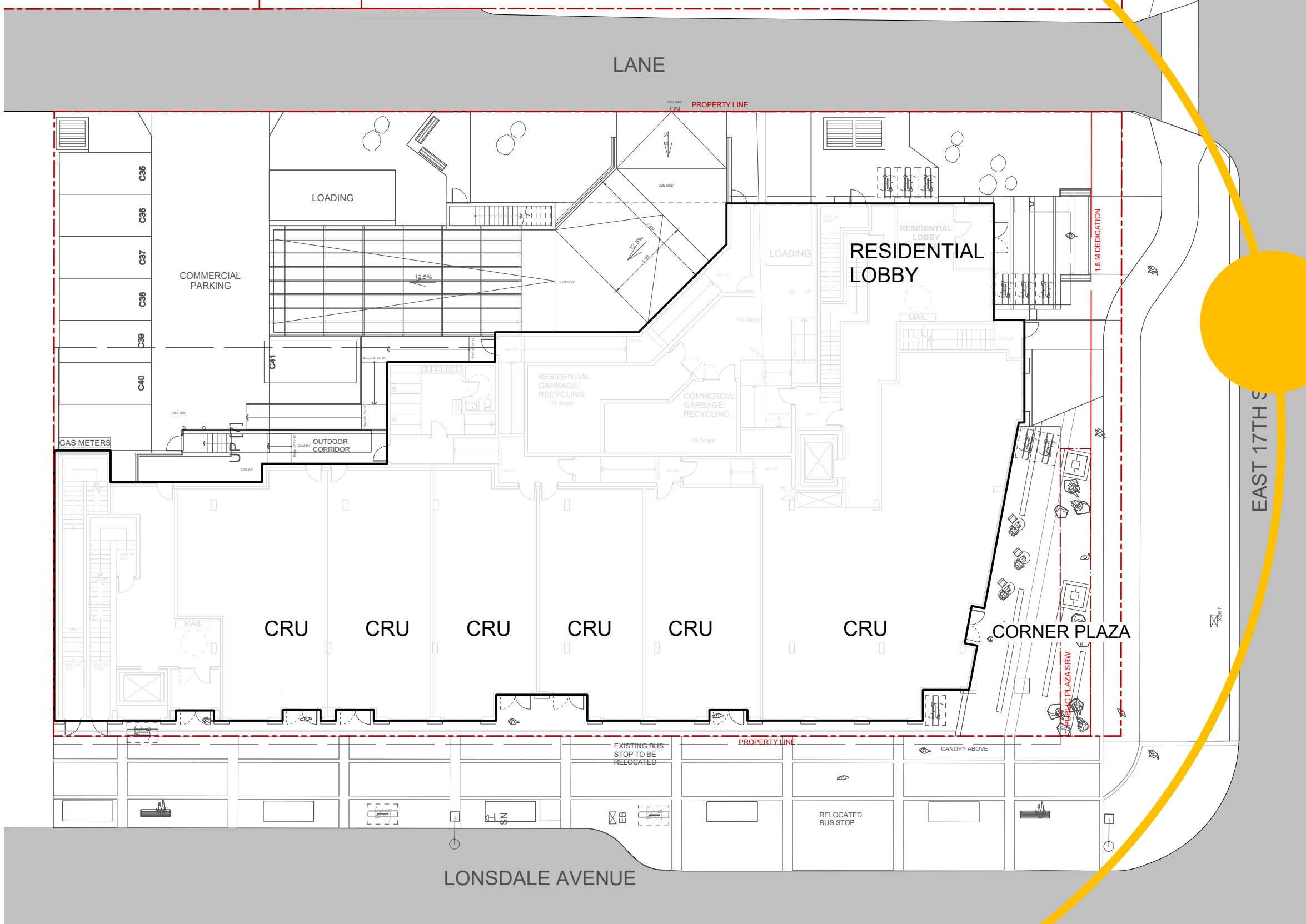
- PEDESTRIAN PATH
- VEHICULAR TRAFFIC
- FUTURE BIKE PATH
- PARKING
- BUS STOP

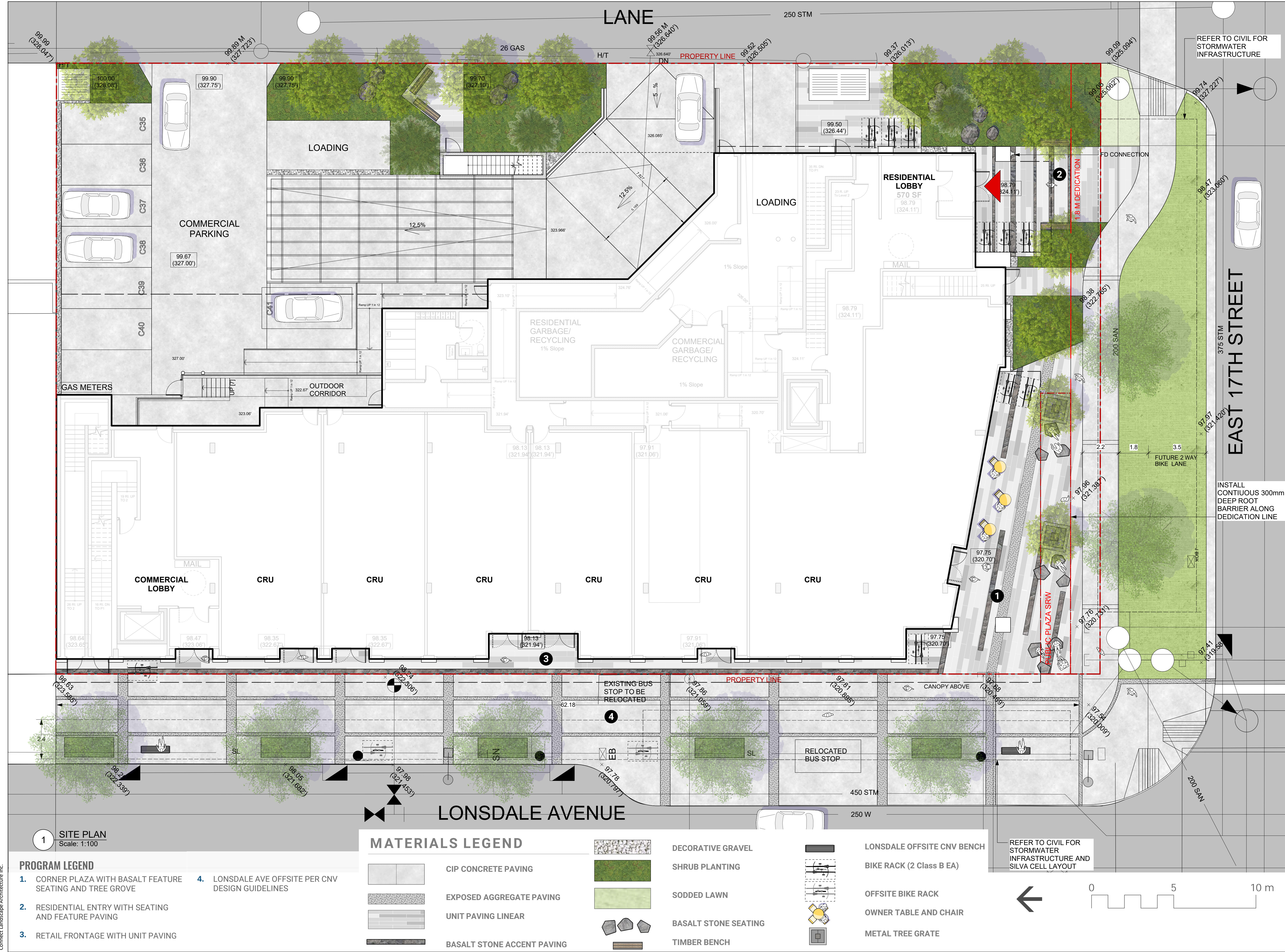


GROUND LEVEL

- SUN PATH

SUN PATH DIAGRAM





2305 Hemlock St, Vancouver BC, V6H 2V1
T 604 681 3303 F 604 681 3307
www.connectla.ca

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SITE PLAN

L1.0

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3	ISSUED FOR REZONING	20-12-2
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1	ISSUED FOR REVIEW	20-11-0

REVISIONS

Lonsdale Ave
& E 17th St

East 17th St
North Vancouver, BC

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Drawn: MR

Reviewed: KL

Project No. 06-729

LEVEL 2

L1.1



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LANDSCAPE LIGHTING
OVERALL PLAN

L1.2



1 OVERALL LIGHTING PLAN
Scale: 1:100

LIGHTING LEGEND

DESCRIPTION

SYMBOL

BOLLARD LIGHT



LIGHT STANDARD



WALL STEP LIGHT



LED LIGHT STRIP
RECESSED UNDER BENCH



BUILDING ENTRY LIGHTING
BY ARCHITECTS



PARKING LIGHT POLE AND
LUMINAIRE



EXISTING
STREET LIGHT





PLANT LIST

QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
TREES					
7	Acer griseum	Paperbark Maple	6cm cal.	as shown	specimen
4	Acer circinatum 'Pacific Fire'	Pacific Fire Vine Maple	2.5m ht	as shown	multistem
2	Acer rubrum 'Armstrong'	Armstrong Red Maple	6cm cal.	as shown	specimen
6	Picea omorika	Serbian Spruce	2.5-3m Ht	as shown	specimen
3	Stewartia pseudocamellia	Japanese Stewartia	6cm cal.	as shown	specimen
STREET TREES LONSDALE AVE:					
5	Acer rubrum 'Bowhall'	Bowhall Red Maple	7cm cal.	as shown	2m ht Standard
STREET TREES 17th St:					
2	Carpinus betulus 'Franz Fontaine'	'Franz Fontaine' European Hornbeam	7cm cal.	as shown	2m ht Standard
SHRUBS					
132	Cornus sericea 'Kelseyi' * #	Kelsey Redtwigged Dogwood	No. 2 Pot	600mm O.C.	fully established
20	Nandina domestica 'Gulfstream'	Gulfstream Nandina	No. 2 Pot	600mm O.C.	fully established
82	Rhododendron 'Ken Janek' *	Ken Janek Rhododendron	No. 2 Pot	750mm O.C.	fully established
15	Rhododendron 'Mardi Gras' *	Mardi Gras Rhododendron	No. 3 Pot	900mm O.C.	fully established
71	Sarcococca hookeriana humilis *	Dwarf Sweet box	No. 2 Pot	450mm O.C.	fully established
54	Skimmia japonica 'Rubella'	Japanese Skimmia	No. 2 Pot	600mm O.C.	fully established
91	Vaccinium ovatum * #	Evergreen Huckleberry	No. 3 Pot	750mm O.C.	fully established
PERENNIALS AND GRASSES					
63	Hakonechloa macra 'Aurea'	Golden Japanese Forest Grass	No. 1 Pot	380mm O.C.	fully established
177	Liriope muscari 'Big Blue' *	Big Blue Lilyturf	No. 1 Pot	300mm O.C.	fully established
24	Brunnera macrophylla 'Jack Frost' *	Siberian Bugloss Jack Frost	No. 1 Pot	300mm O.C.	fully established
GROUNDCOVERS					
33	Arctostaphylos uva-ursi * #	Kinnikinnick	No. 1 Pot	350mm O.C.	fully established
91	Frageria chiloensis * #	Beach Strawberry	No. 1 Pot	350mm O.C.	fully established
OFFSITE PLANTS					
25	Cornus sericea 'Kelseyi'	Kelsey's Dwarf Red-Osier Dogwood	No. 2 Pot	600mm O.C.	fully established
25	Nandina domestica 'Gulfstream'	Gulfstream Nandina	No. 2 Pot	600mm O.C.	fully established

NOTES:

* Indicates pollinator/bird friendly plants

Indicates native plants

PLANTING NOTES

1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CANADIAN LANDSCAPE STANDARDS.
2. ALL TREE AND SHRUB BEDS ARE TO BE MULCHED WITH 50mm OF 2 MEDIUM FINE MULCH, LESS THAN 50mm DIAMETER.
3. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH HIGH EFFICIENCY IRRIGATION SYSTEM.
4. OFFSITE LANDSCAPE TO BE IRRIGATED TO CNV STANDARDS.
5. AII OFFSITE TREES TO HAVE MINIMUM OF 25m3 SOIL VOLUME.
6. ALL OFFSITE PLANTING TO MEET CNV STANDARDS.

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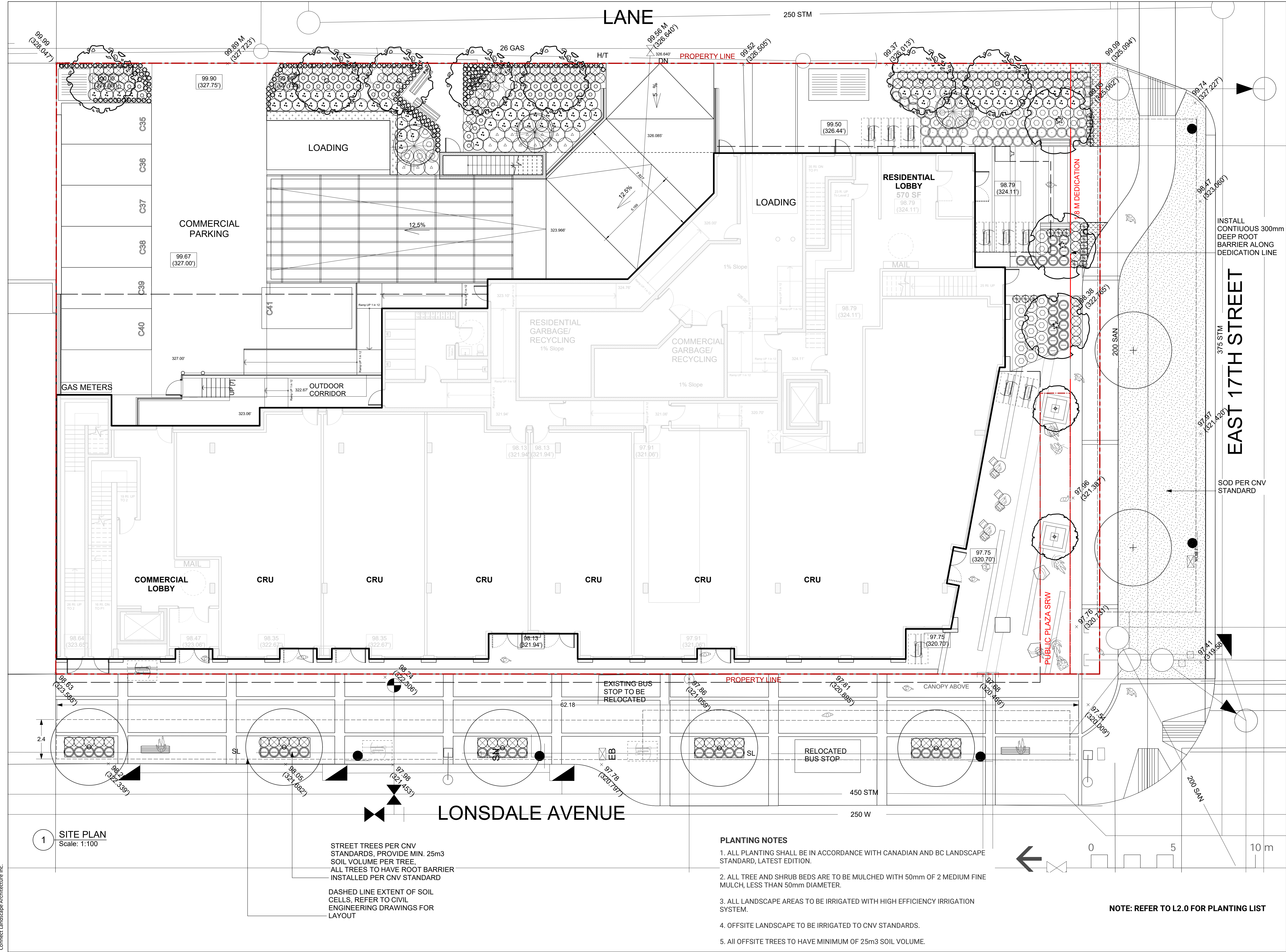
REVISIONS

Lennox
Lonsdale Ave
& E 17th St

East 17th St
North Vancouver, BC

Scale:	1:100
Drawn:	MR
Reviewed:	KL
Project No.	06-729

PLANT MATERIALS



1 SITE PLAN
Scale: 1:100

STREET TREES PER CNV STANDARDS, PROVIDE MIN. 25m3 SOIL VOLUME PER TREE, ALL TREES TO HAVE ROOT BARRIER INSTALLED PER CNV STANDARD

DASHED LINE EXTENT OF SOIL CELLS, REFER TO CIVIL ENGINEERING DRAWINGS FOR LAYOUT

PLANTING NOTES

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NOTE: REFER TO L2.0 FOR PLANTING LIST

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PLANTING PLAN

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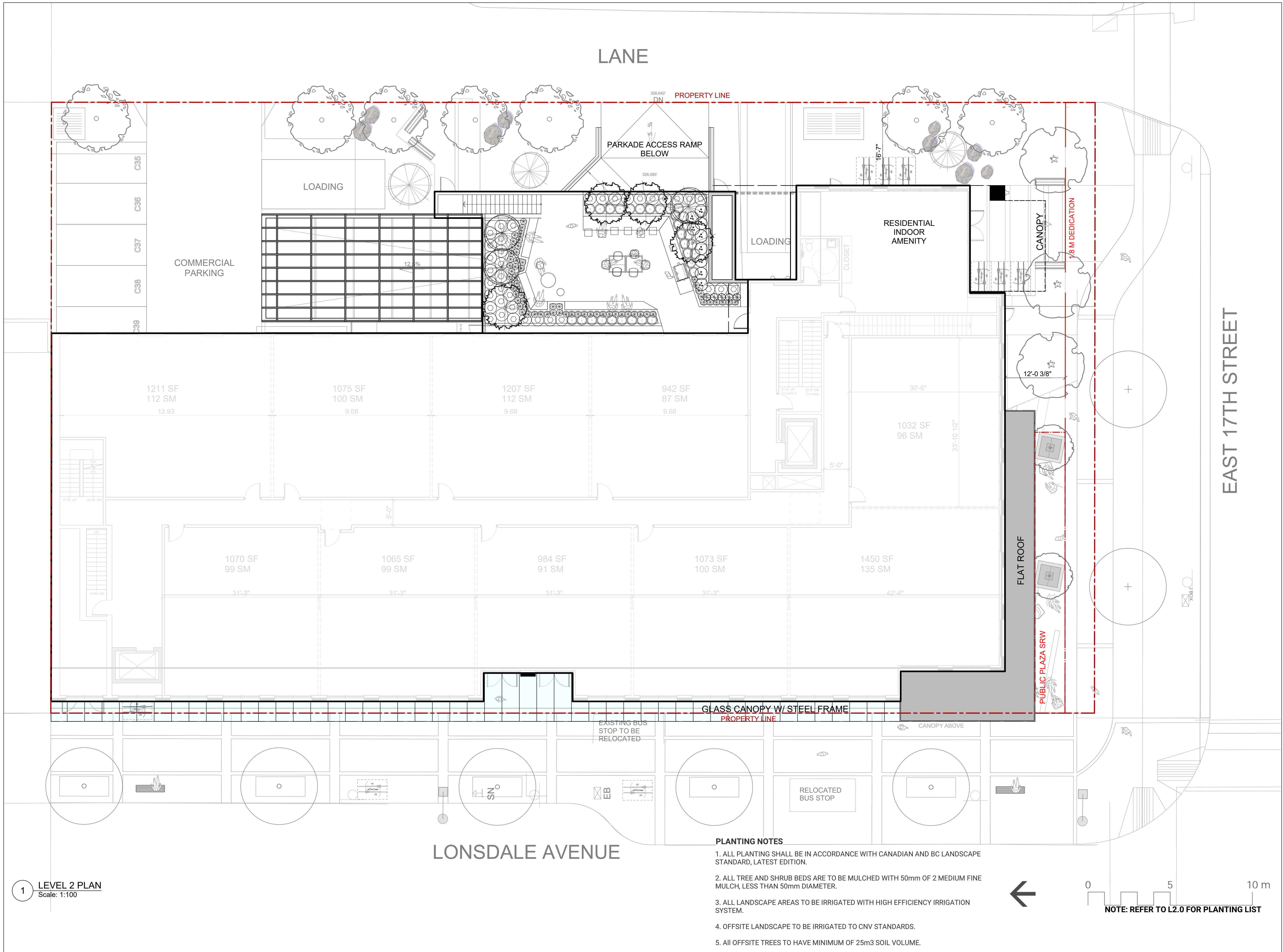
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PLANTING PLAN

LEVEL 2

L2.2



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POLYGON
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WELCOMING PLAZA WITH NATURAL MATERIALS



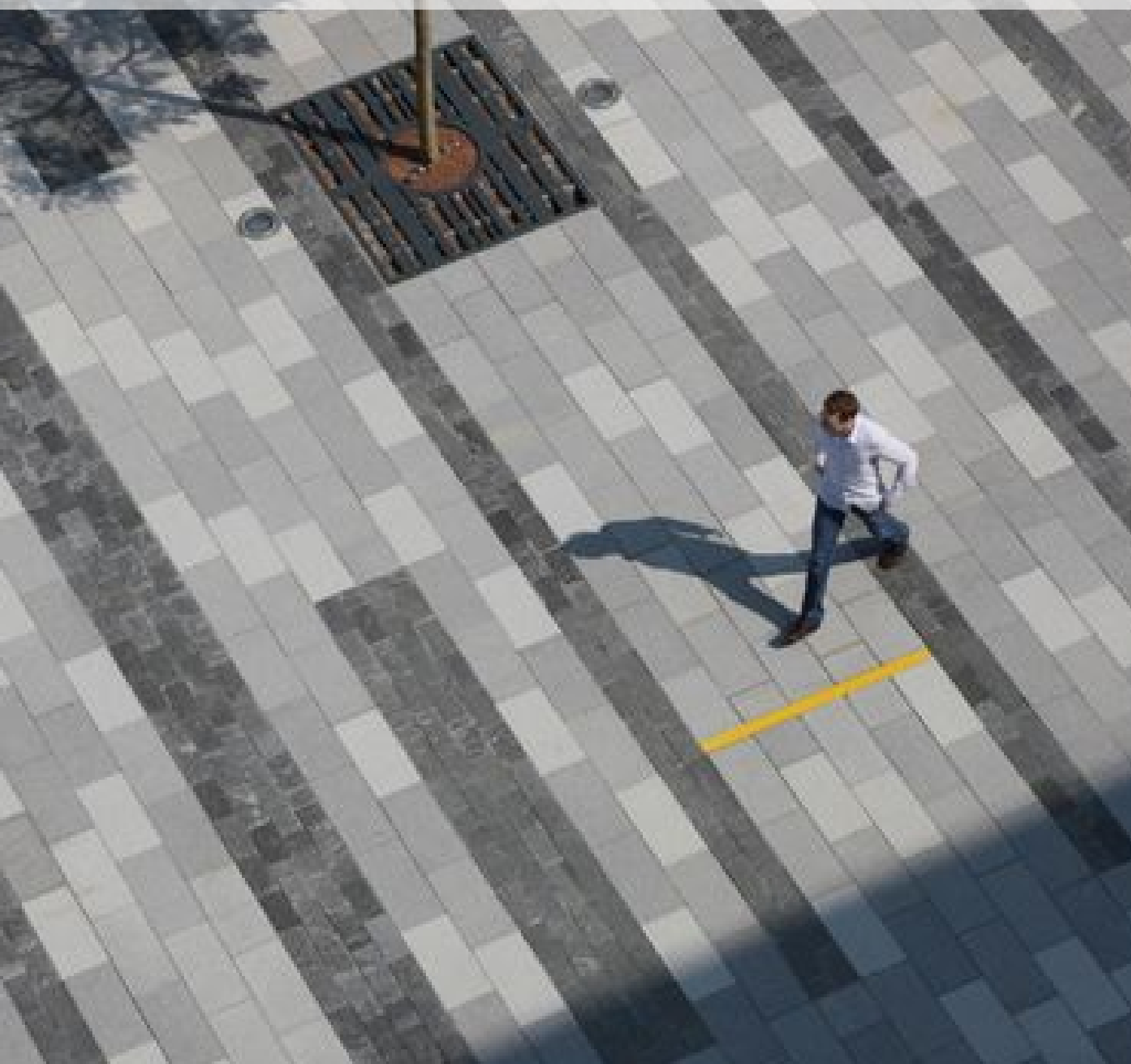
VIBRANT RETAIL EDGE



LUSH AND COMFORTABLE RESIDENTIAL ENTRY



CONTRASTING PATTERNS



LOCAL MATERIALS



ACTIVE STREETScape LONSDALE



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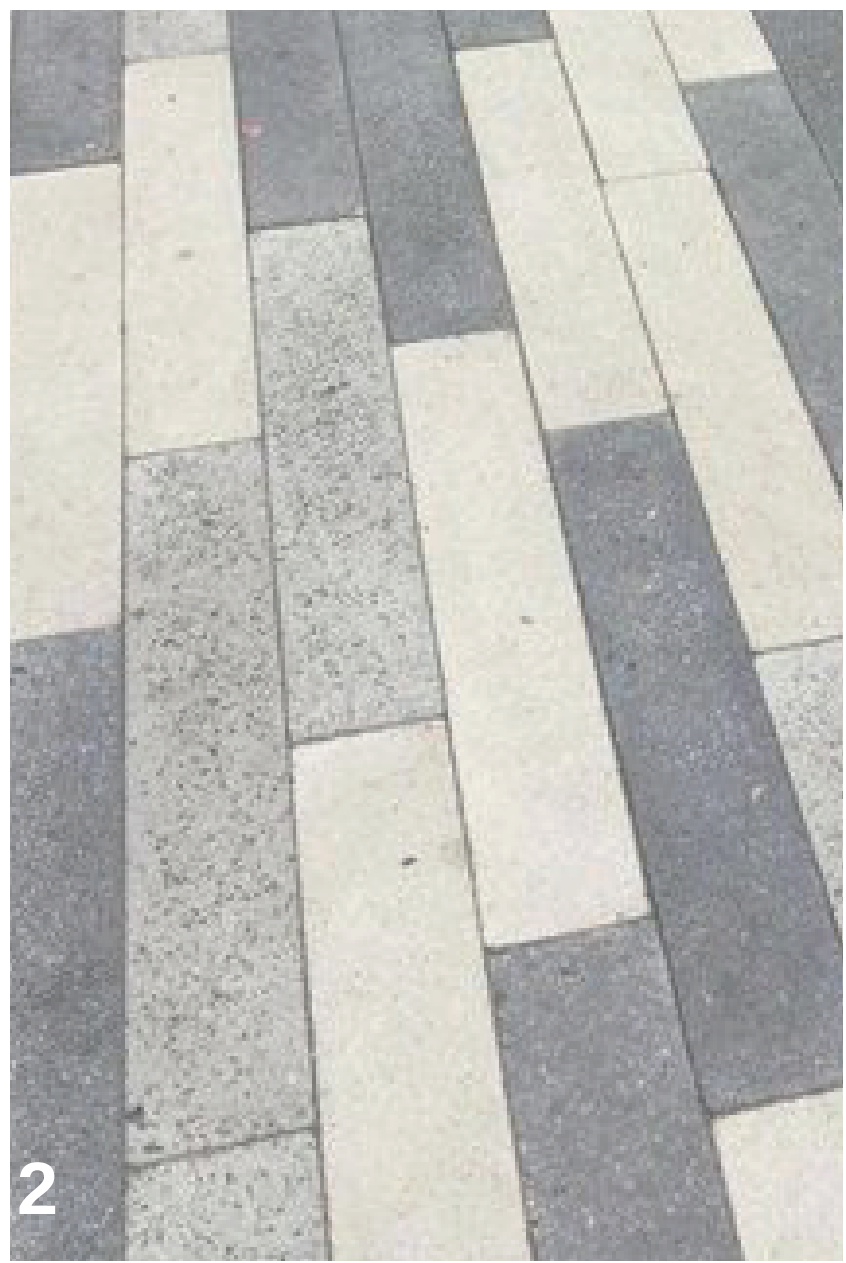
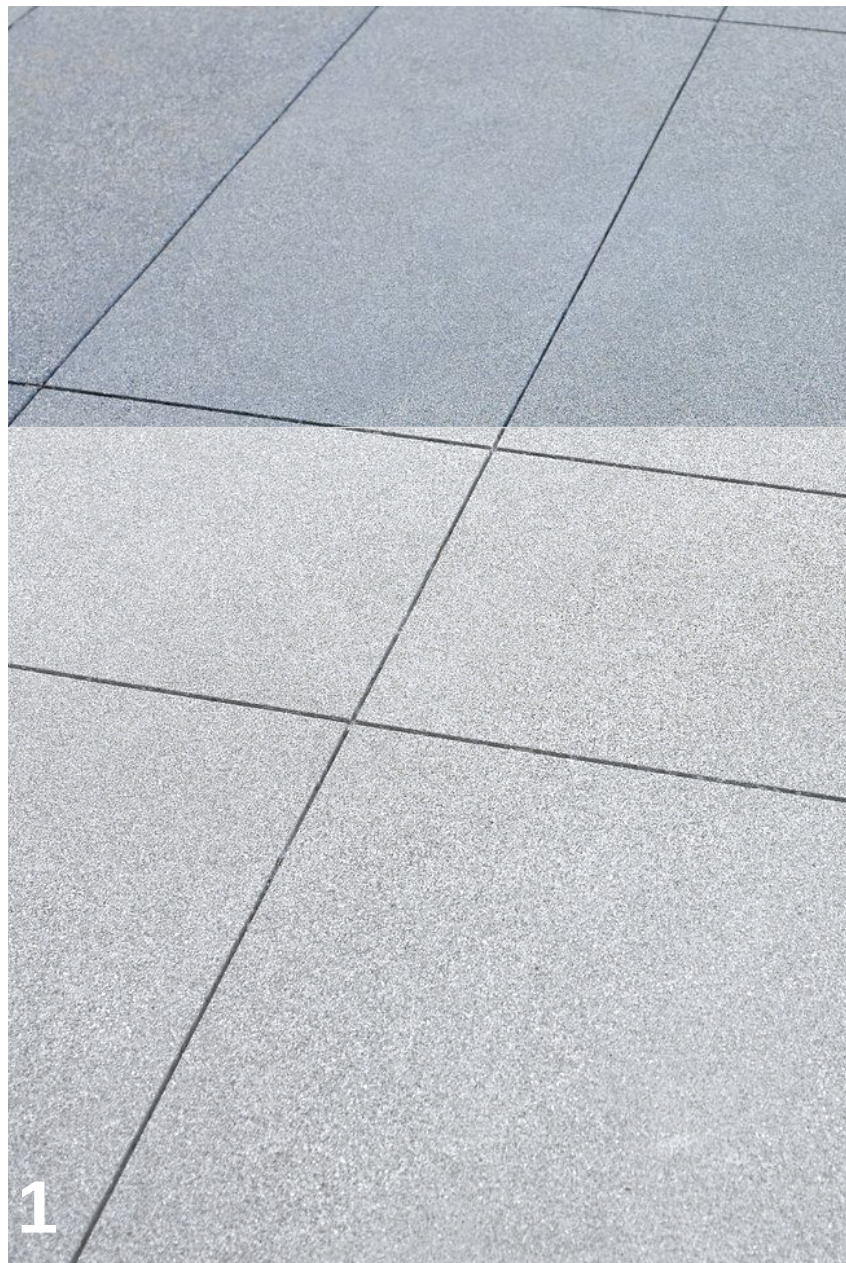
East 17th St
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GROUND LEVEL
PRECEDENTS

MATERIALS & FURNISHING

- 1. CIP CONCRETE W/ SAWCUT
NATURAL BROOM FINISH
- 2. GROUND LEVEL PAVER (TYPE 1)
BROADWAY PLANK
CHARCOAL, STERLING AND NATURAL
- 3. BASALT FEATURE SLAB PAVER (TYPE 3)
BASALT SLAB
- 4. EXPOSED AGGREGATE PAVING
- 5. BIKE RACK
MAGLIN ICONIC
CHARCOAL POWDERCOAT FINISH
- 6. WOODEN BENCH AT RES. ENTRY PLAZA
MAGLIN MLB 1050 BENCH
- 7. FEATURE BASALT SEATING
LOCALLY SOURCED BASALT ROCKS
- 8. AMENITY SEATING WITH FIRE TABLE
- 9. TABLE AND BENCHES
WOOD WITH ALUMINUM
- 10. AMENITY BBQ AND COUNTER
- 11. BOLLARD LIGHTS



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MATERIALS
& FURNISHINGS

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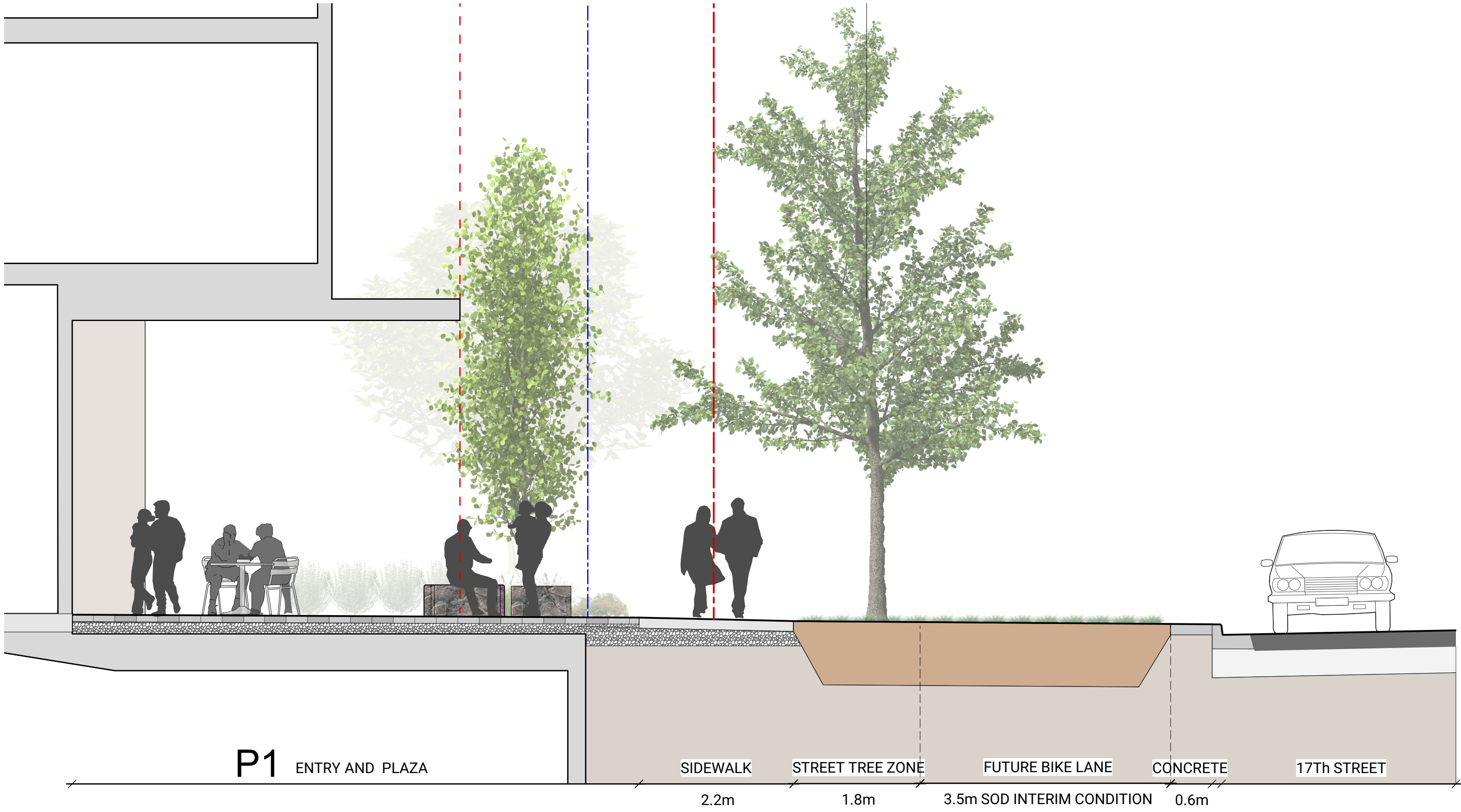
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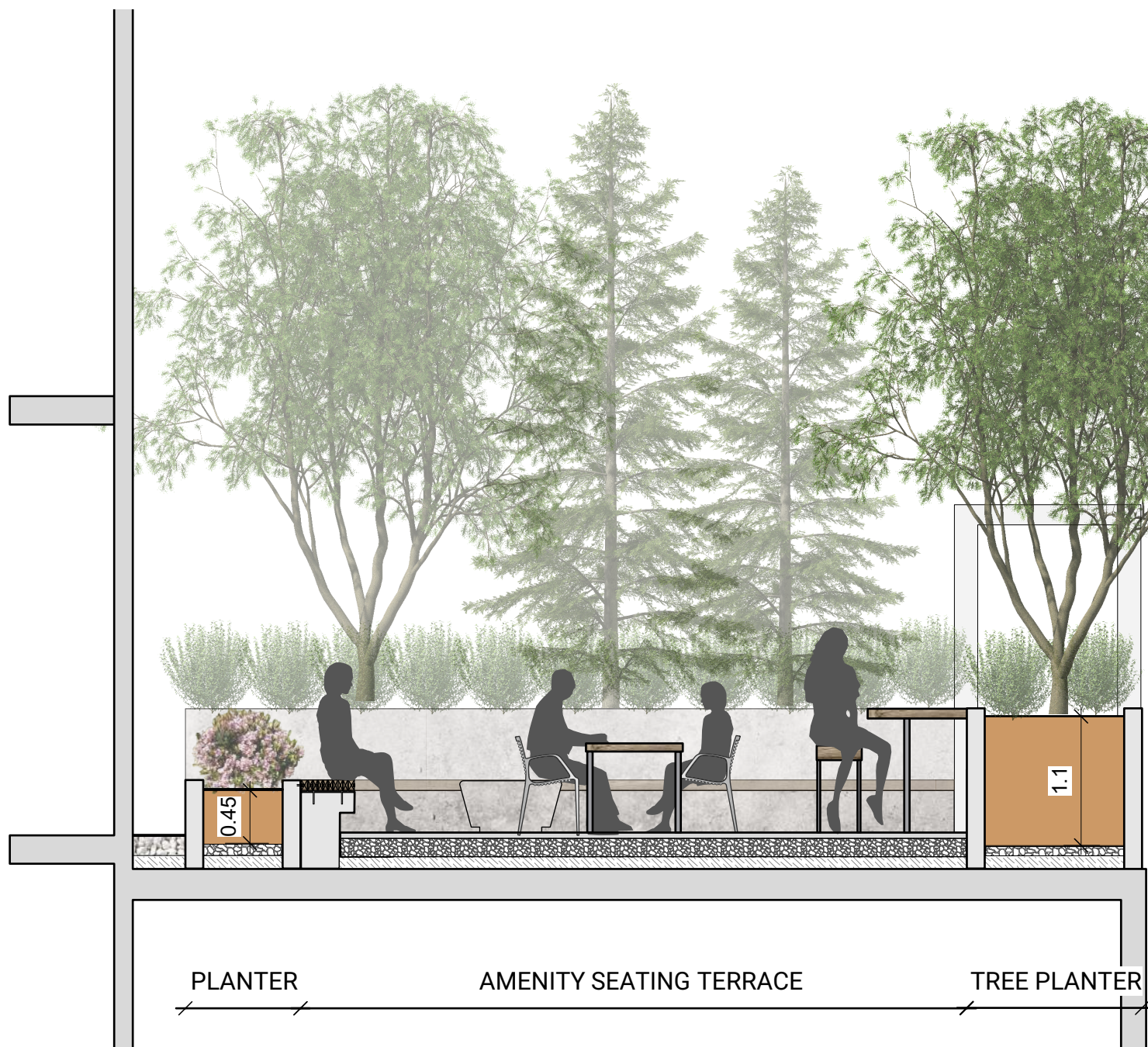
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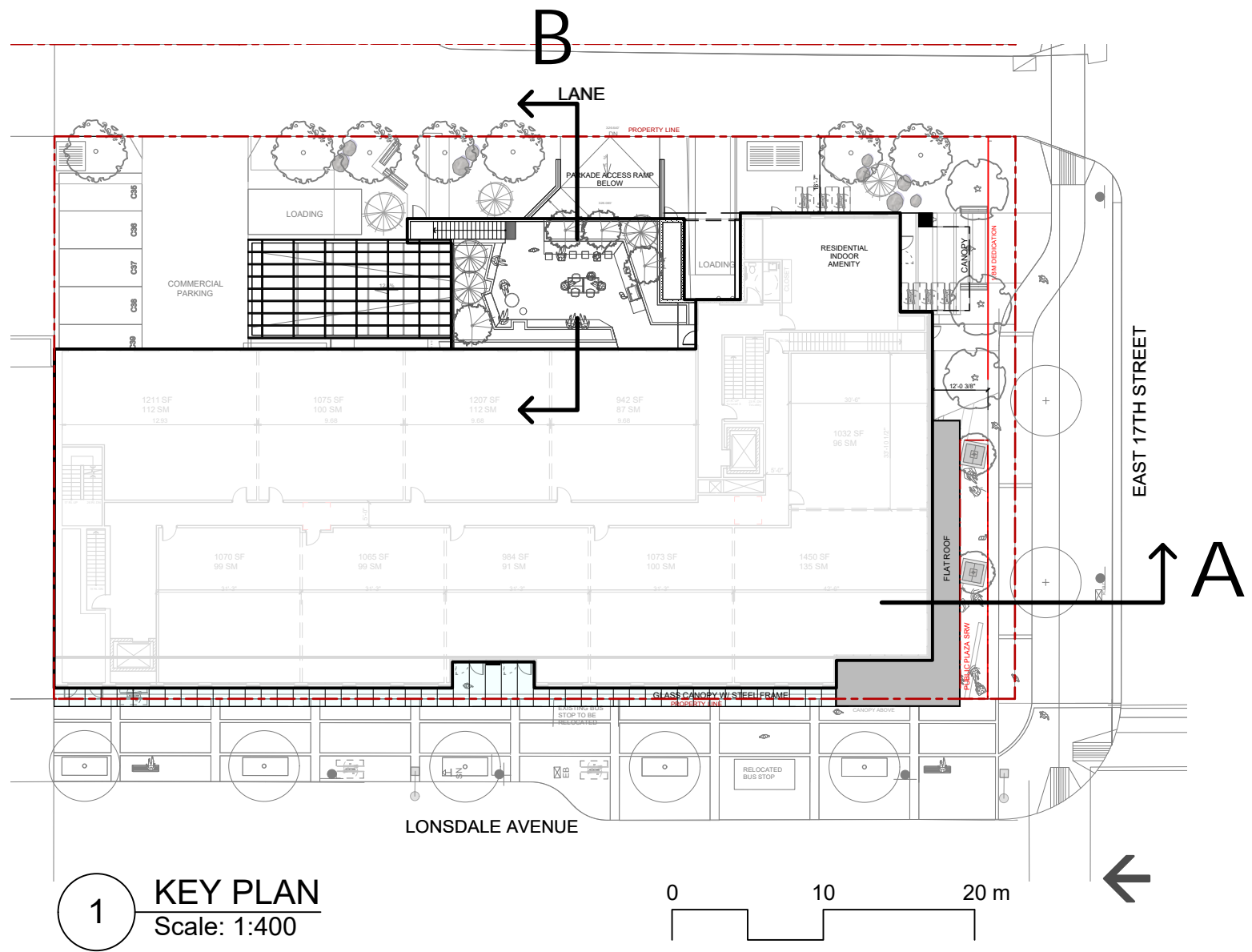
SECTIONS



A SECTION - 17th ST PLAZA AND BOULEVARD
Scale: 1:50



B SECTION - LEVEL 2 AMENITY SPACE
Scale: 1:50



1 KEY PLAN
Scale: 1:400

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POLYGON

POLYGON DEVELOPMENT 259 LTD

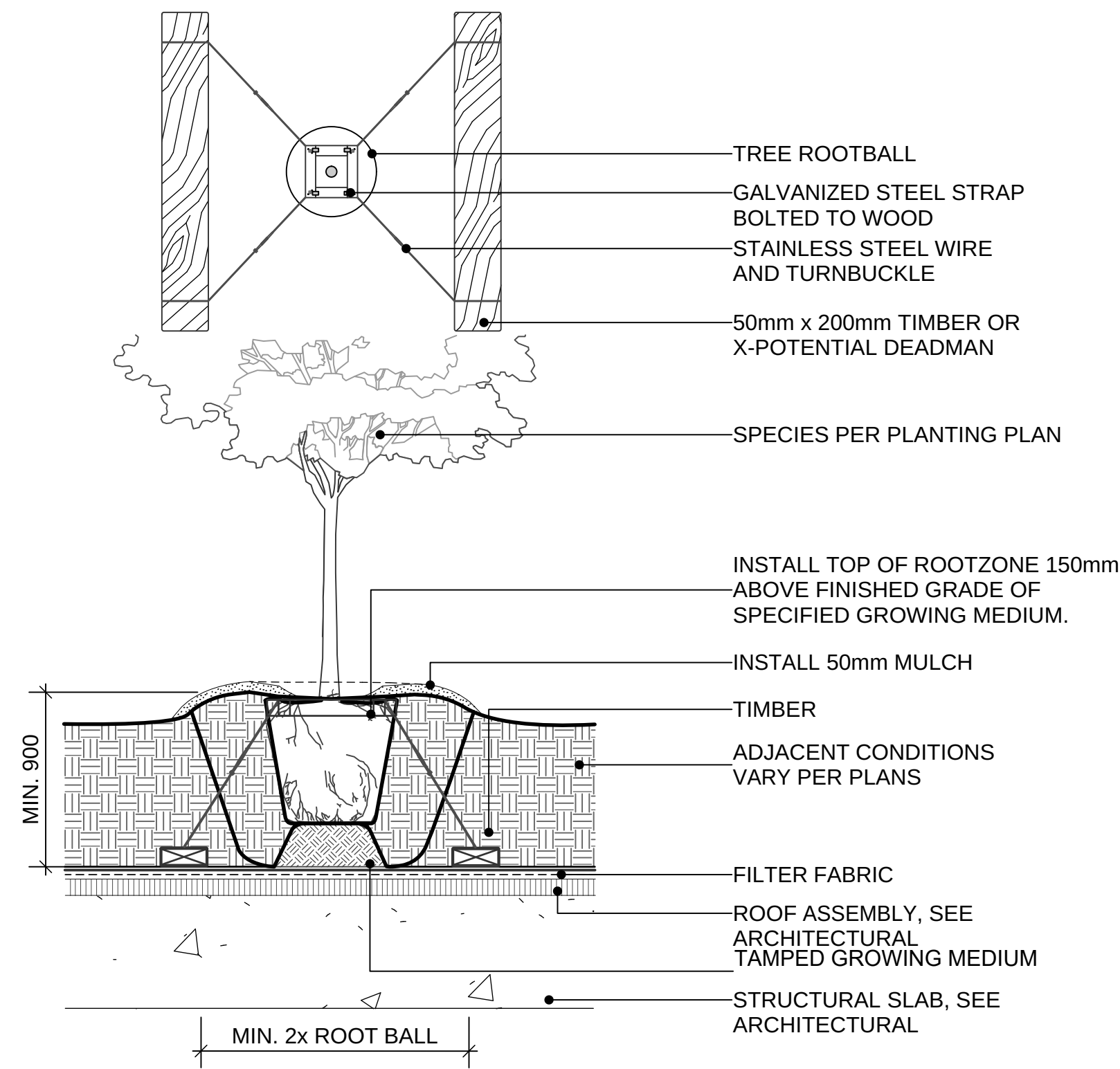


Diagram illustrating the cross-section of a tree pit installation, showing the following components and dimensions:

- SPECIES PER PLANTING PLAN
- INSTALL TREE STAKE, AS SPECIFIED
- INSTALL TOP OF ROOTZONE 150mm ABOVE FINISHED GRADE OF SPECIFIED GROWING MEDIUM
- INSTALL 50mm MULCH
- 1250mm DIA SAUCER AT EDGE OF TREE PIT
- ADJACENT CONDITIONS VARY PER PLANS
- TAMPED GROWING MEDIUM
- 150mm MIN. SCARIFIED EXISTING SUBGRADE
- EXISTING SUBGRADE

Dimensions:

- Vertical dimension: 900
- Horizontal dimension: 1280

TREE ROOTBALL
 GALVANIZED STEEL STRAP
 BOLTED TO WOOD
 STAINLESS STEEL WIRE
 AND TURNBUCKLE
 50mm x 200mm TIMBER OR
 X-POTENTIAL DEADMAN
 SPECIES PER PLANTING PLAN
 INSTALL TOP OF ROOTZONE 150mm
 ABOVE FINISHED GRADE OF
 SPECIFIED GROWING MEDIUM.
 INSTALL 50mm MULCH
 TIMBER
 ADJACENT CONDITIONS
 VARY PER PLANS
 FILTER FABRIC
 ROOF ASSEMBLY, SEE
 ARCHITECTURAL
 TAMPED GROWING MEDIUM
 STRUCTURAL SLAB, SEE
 ARCHITECTURAL
 MIN. 2x ROOT BALL
 MIN. 900

POSITIVE DRAINAGE

SOD AS PER SPECIFICATIONS

SAND BASED GROWING MEDIUM TO 150mm DEPTH, AS SPECIFIED

150mm MIN. SCARIFIED EXISTING SUBGRADE

EXISTING SUBGRADE

The diagram illustrates the installation of a green roof system, divided into two sections: **ON GRADE** and **ON SLAB**.

Plant Layout (Top): Shows a triangular arrangement of plants. Key labels include:

- DISTANCE FROM EDGE IS HALF THE SPECIFIED O.C. SPACING ROW**: Indicated by a line from the top edge to the first row of plants.
- PLANT CENTRE**: Points to the center of a plant in the top row.
- TRIANGULAR SPACING AT SPECIFIED O.C. DISTANCE - SEE PLANT SCHEDULE**: Points to the triangular arrangement of plants.
- OPTIONAL : BULB PLANTING AT CENTRE OF ANNUAL "TRIANGLE" EQUIDISTANT FROM EACH PLANT O.C.**: Points to a small cluster of three circles representing bulb planting.

Cross-Section (Bottom): Shows the vertical layers of the roof assembly. Key labels include:

- INSTALL SPECIFIED GROWING MEDIUM TO MINIMUM 450mm DEPTH**: Points to the top layer of the growing medium.
- OPTIONAL BULB PLANTING AT CENTRE OF ANNUAL "TRIANGLE" EQUIDISTANT FROM EACH PLANT O.C.**: Points to a small cluster of three circles representing bulb planting.
- INSTALL MULCH TO 50mm DEPTH**: Points to the mulch layer above the growing medium.
- INSTALL SPECIFIED GROWING MEDIUM TO MINIMUM 450mm DEPTH**: Points to the bottom layer of the growing medium.
- 50mm WASHED SAND (FILTER LAYER)**: Points to the sand layer below the growing medium.
- FILTER FABRIC**: Points to the fabric layer below the sand.
- 150mm MIN. SCARIFIED EXISTING SUBGRADE**: Points to the subgrade layer on the left (ON GRADE).
- EXISTING SUBGRADE**: Points to the subgrade layer on the right (ON SLAB).
- SPECIES PER PLANTING PLAN**: Points to a plant in the top row.
- ROOF ASSEMBLY, SEE ARCHITECTURAL**: Points to the structural slab on the right.
- STRUCTURAL SLAB, SEE ARCHITECTURAL**: Points to the structural slab on the right.

BUILDING EDGE
 2x6 x 6" P.T. TIMBER EDGE
 P.T. TIMBER SPACER BRACE SET AGAINST EXTERIOR WALL & NAILED TO TIMBER EDGE
 MIN. 100mm DEPTH DRAIN ROCK SHALL BE 20mm DIAMETER, ROUND, WASHED & FREE OF CONTAMINANTS
 CONTINUOUS FILTER FABRIC STAPLED TO BACK OF 0.6m x 1.8m EDGER
 VOIDING AS REQUIRED
 DRAIN MAT OVER PROTECTION BOARD OVER WATERPROOFING SPECIFIED BY ARCHITECTURAL

Diagram illustrating the cross-section of a tree pit installation, showing the tree, root ball, and surrounding layers.

Key components and dimensions labeled:

- (2) 38mm WIDTH RUBBER FABRIC BELTING
- 2550mmL MIN (76mm DIA) TREATED POSTS (2) STAKED OUTSIDE ROOT BALL
- ENSURE TRUNK FLARE IS EXPOSED TO BE FLUSH WITH FINISHED GRADE
- 75mm DEPTH COMPOSTED BARK MULCH TAPERED TO BASE OF TREE, MIN. 900mm RING AS PER CANADIAN LANDSCAPE STANDARDS, LAWN BEYOND ALL LIMITS OF MULCH TYP.
- REMOVE TOP 1/3 OF WIRE BASKET AND BURLAP FROM ROOTBALL
- TYPE 2P GROWING MEDIUM AS PER CANADIAN LANDSCAPE STANDARD, 900mm MIN. DEPTH
- FINISHED GRADE
- CONCRETE OR ASPHALT PAVING
- DEEP ROOT UB12:2 ROOT BARRIER 300mm DEPTH UNLESS NOTED OTHERWISE, 1.5m EACH SIDE OF TREE TRUNK NEXT TO WALKS.
- STRUCTURAL SOIL, REFER TO SPEC. LIMIT AS PER SURFACING PLANS
- PLACE ROOTBALL ON 85% SPD COMPACTED PLANTING MEDIUM
- SCARIFY SIDES AND BOTTOM OF TREE PIT FOR ROOT/ WATER PENETRATION
- UNDISTURBED SUBSOIL
- 1.80 (Height from ground to top of tree)
- 0.15 (Width of tree trunk)
- 900mm (Depth of root ball)
- FIRST BRANCH

NOTES:

1. EACH TREE REQUIRES 15-20 m³ MINIMUM OF SOIL FOR GROWING MEDIUM
2. USE STRUCTURAL SOIL UNDER SIDEWALK TO ACHIEVE SOIL VOLUMES

(N.T.S.)

METRIC

CITY OF NORTH VANCOUVER

DECIDUOUS TREE PLANTING DETAIL

DRAWN: JN
CHECKED: [Signature]

DATE:	APRIL, 2019
APPROVED:	25

	DWG.No.
--	---------

T2S

7 OFFSITE TREE PLANTING DETAIL

5	RE-ISSUED FOR REZONING	21-12-15
4	ISSUED FOR REZONING	21-10-27
3	ISSUED FOR REZONING	20-12-22
2	ISSUED FOR REVIEW	20-12-16
1	ISSUED FOR REVIEW	20-11-09

REVISIONS

Lonsdale Ave
& E 17th St

East 17th St
North Vancouver, BC

Scale: AS SHOWN

Drawn: MR

Reviewed: DS

Project No. 06-729

SOFTSCAPE DETAILS

L5.0

CONNECT LANDSCAPE ARCHITECTURE INC.
DOES NOT GUARANTEE THE EXISTENCE,
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RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE COMPANY, DEPARTMENT OR
PERSON(S) OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

CLIENT



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3	ISSUED FOR REZONING	20-12-22
2	ISSUED FOR REVIEW	20-12-16
1	ISSUED FOR REVIEW	20-11-09
REVISIONS		

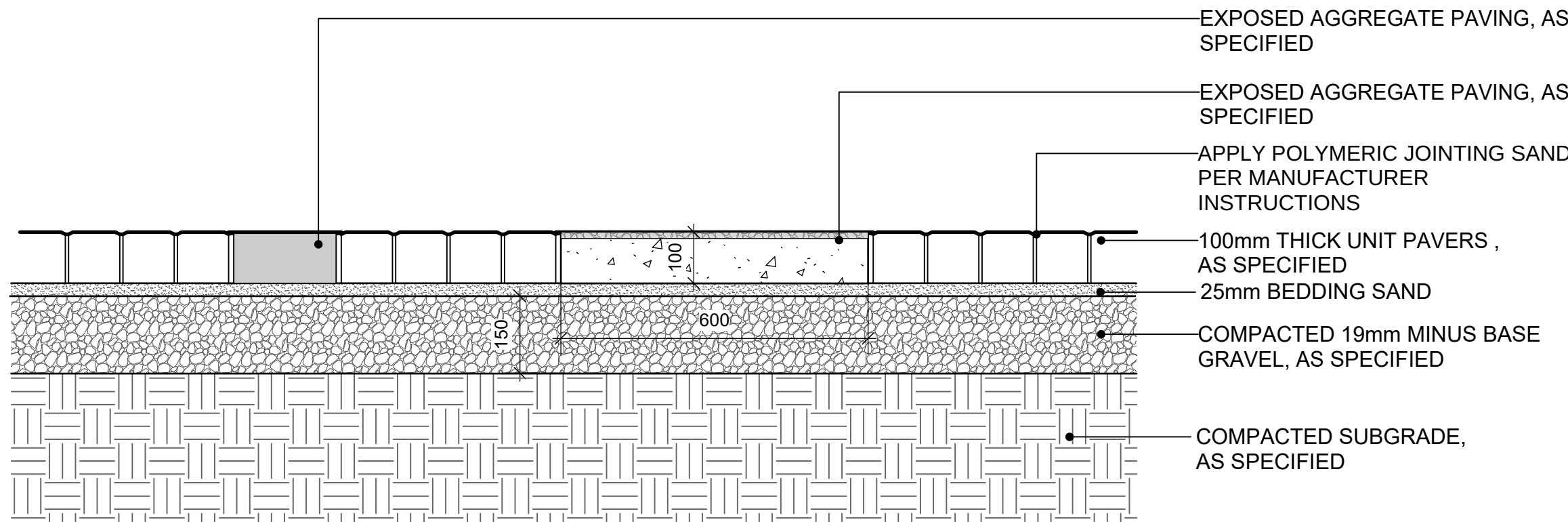
Lonsdale Ave & E 17th St

East 17th St
North Vancouver, BC

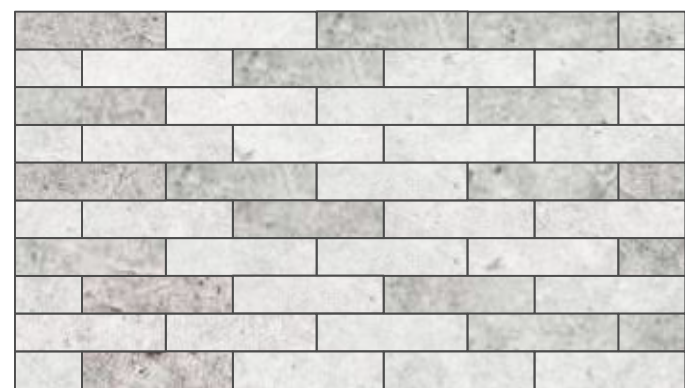
Scale:	AS SHOWN
Drawn:	MR
Reviewed:	DS
Project No.	06-729

HARDSCAPE DETAILS

L5.1



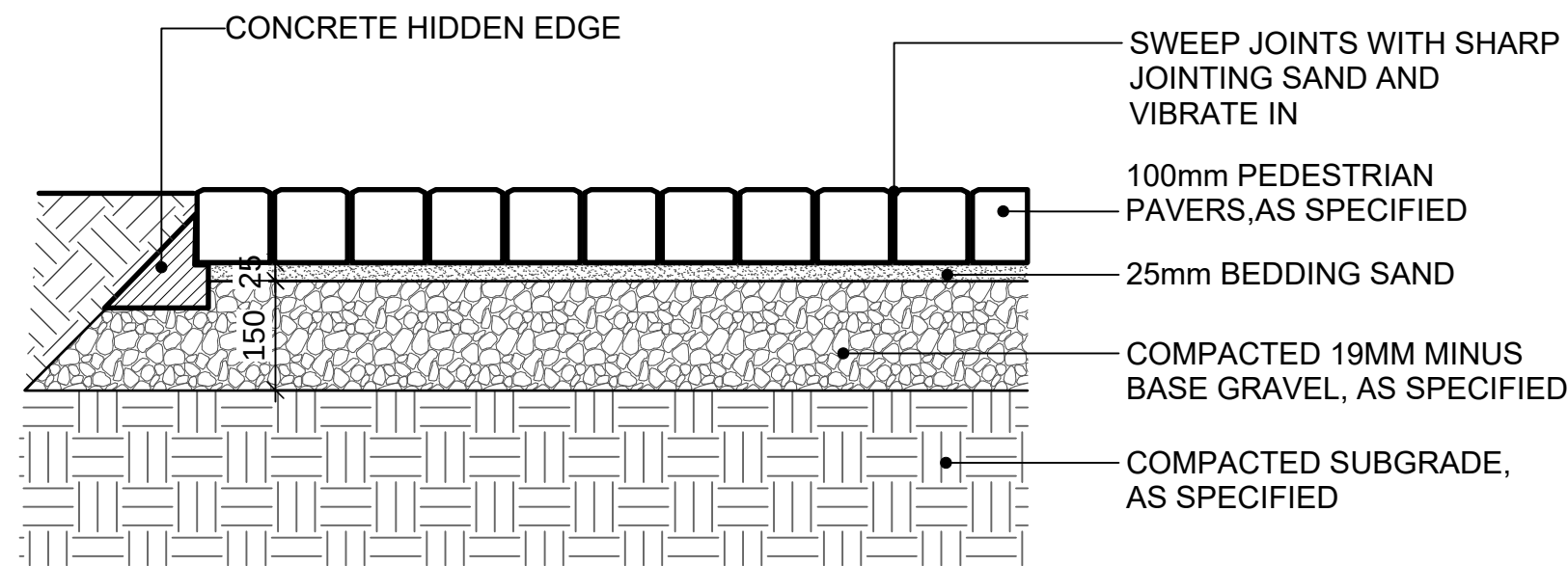
1 PLAZA PAVING ON GRADE
SCALE 1:10



PATTERN

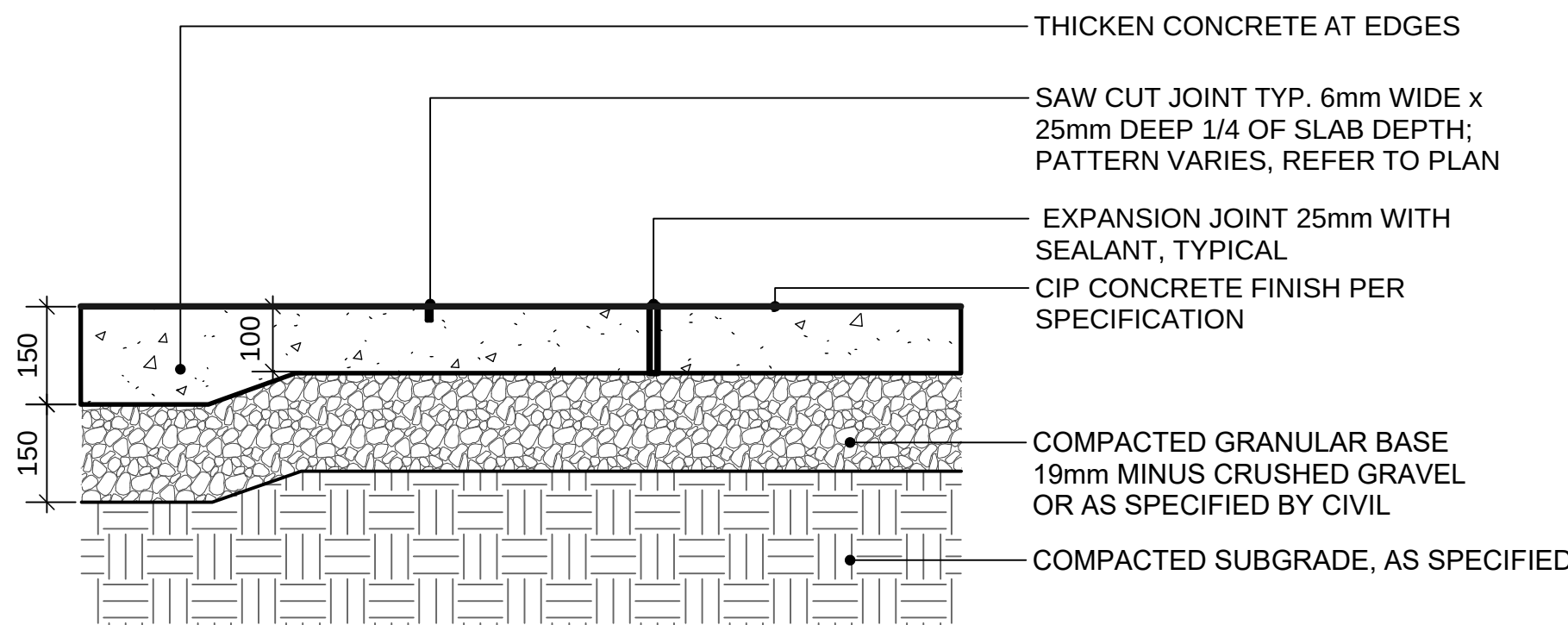
LINEAR UNIT PAVER

TYPE: BOARDWALK PLANK 100mm PAVERS
DIMENSION: 400mm x 100mm x 100mm
PATTERN: RUNNING BOND
COLOR: NATURAL, ASH, CHARCOAL
RANDOM MIX
SUPPLIER: BARKMAN CONCRETE
TEL: 778-689-7670



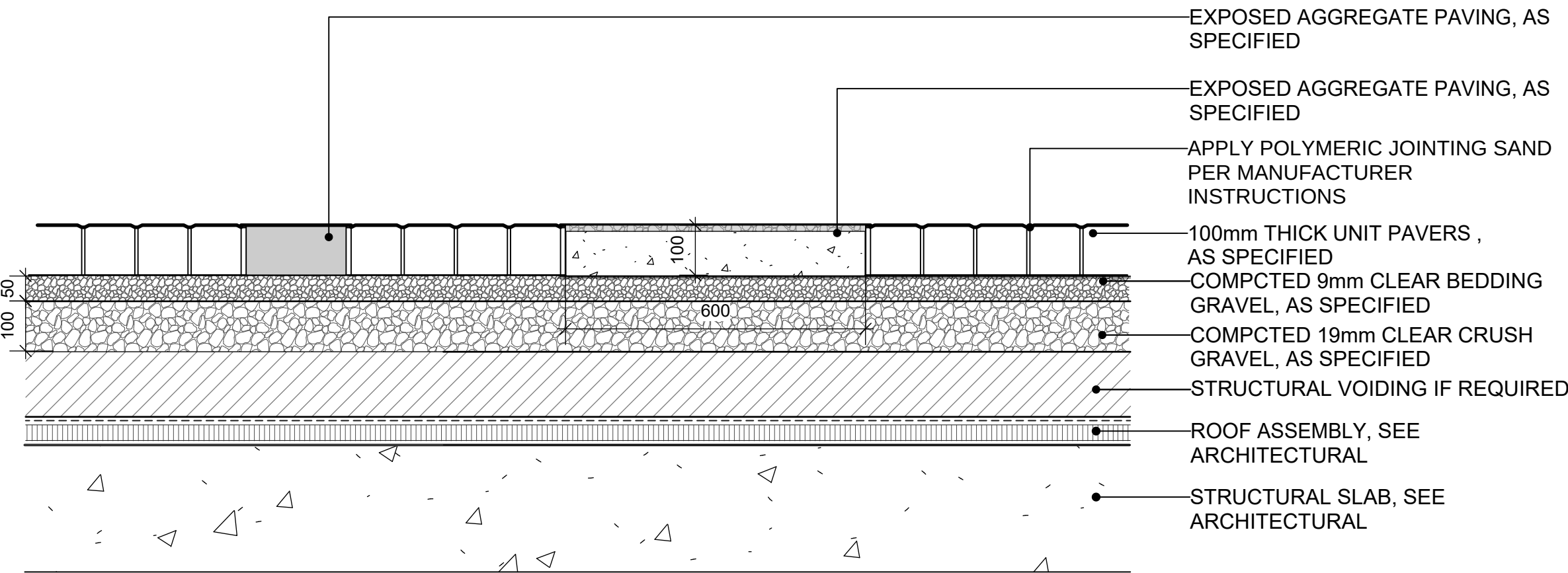
NOTE:
USE CONCRETE HIDDEN EDGE RESTRAINT WHEN PAVERS ARE
NOT ADJACENT TO A SOLID EDGE CONDITION.

3 UNIT PAVING TYPE 1 ON GRADE
SCALE 1:10

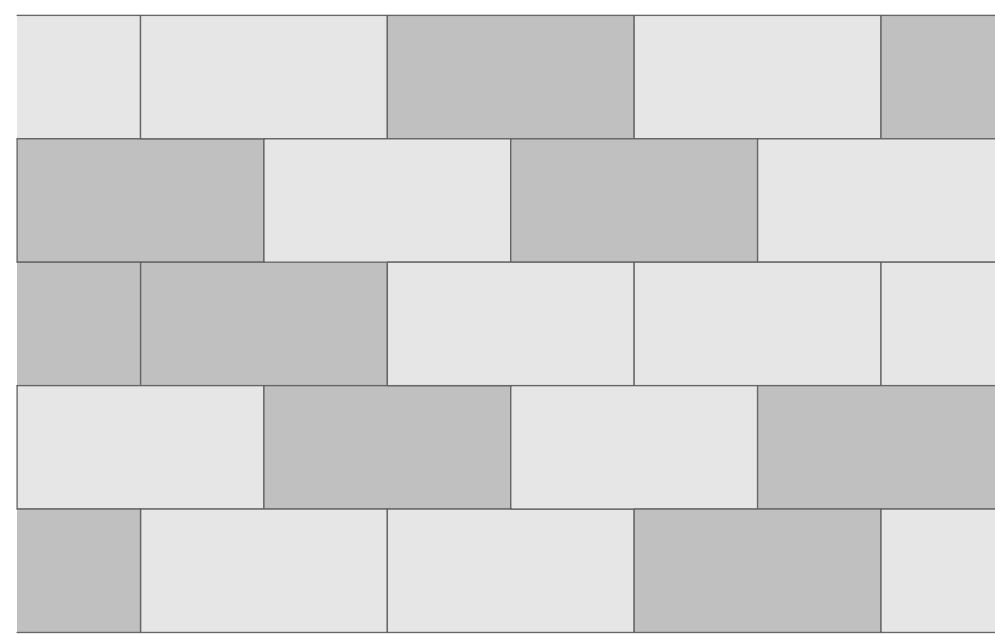


NOTES:
1. EXPANSION JOINTS 6m O.C. MAX, CONTROL JOINTS @ 1.5m O.C. ADJUST TO SUIT SITE LAYOUT PLAN.
2. ALL SCORELINES TO BE APPROVED BY LANDSCAPE ARCHITECT ON-SITE PRIOR TO INSTALLATION.
3. LIGHT SANDBLAST FINISH

6 CIP CONCRETE ON GRADE (TYPICAL)
SCALE 1:10

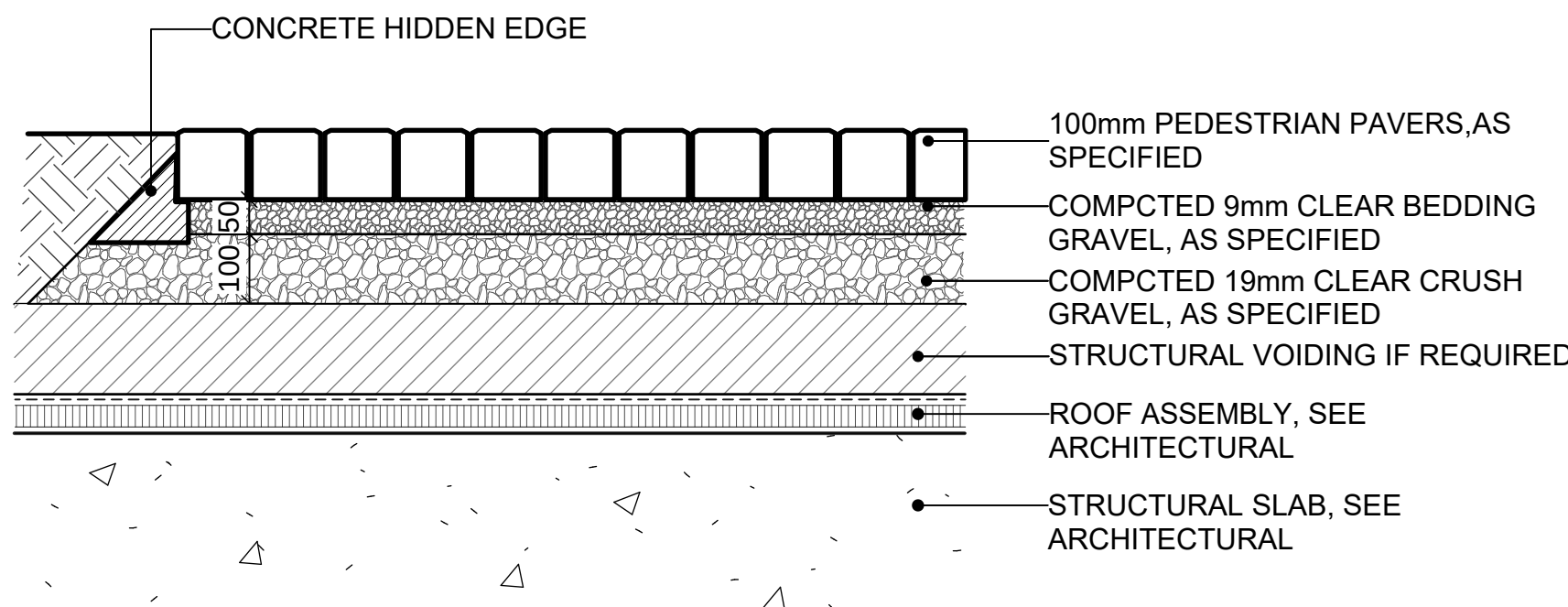


2 PLAZA PAVING ON SLAB
SCALE 1:10



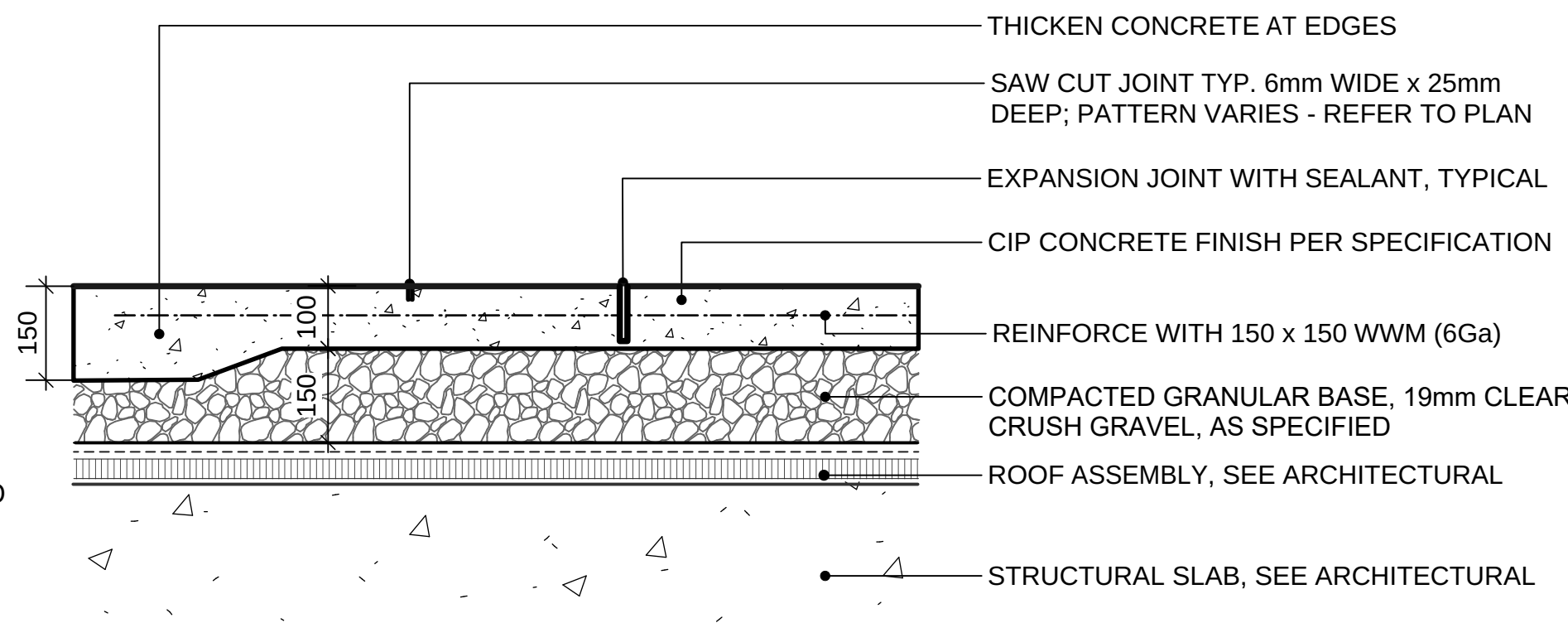
PATTERN NOT TO SCALE

NOTE:
TYPE: HYDRAPRESSED SLAB, TEXADA
DIMENSION: 610mm x 305mm x 50mm
COLOR: MIX OF 60% NATURAL, 40% CHARCOAL
PATTERN: RUNNING BOND, RANDOM
SUPPLIER: NORTHWEST SUPPLY
TEL: 888-887-7738



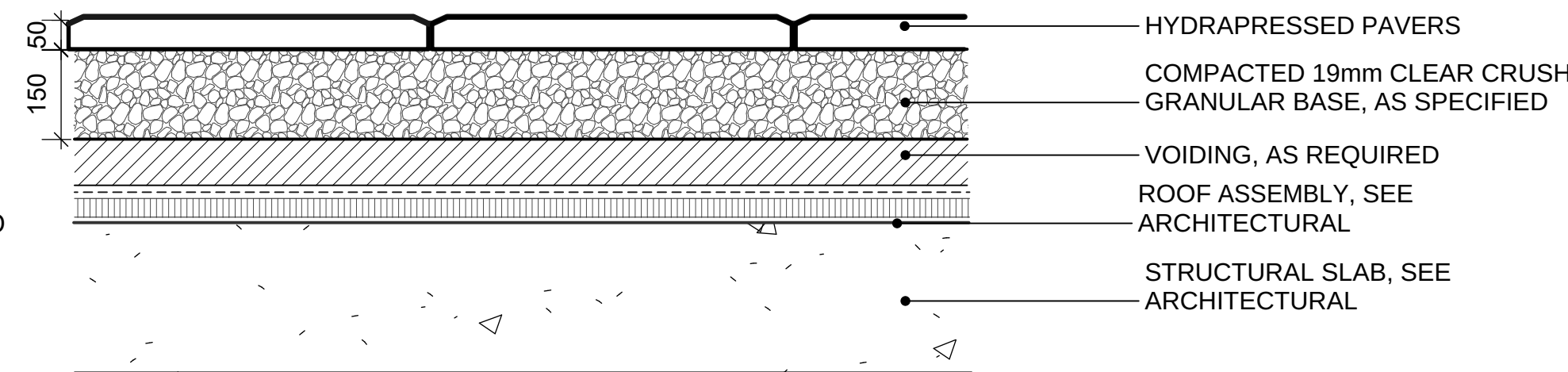
NOTE:
USE CONCRETE HIDDEN EDGE RESTRAINT WHEN PAVERS ARE
NOT ADJACENT TO A SOLID EDGE CONDITION.

4 UNIT PAVING TYPE 1 ON SLAB
SCALE 1:10



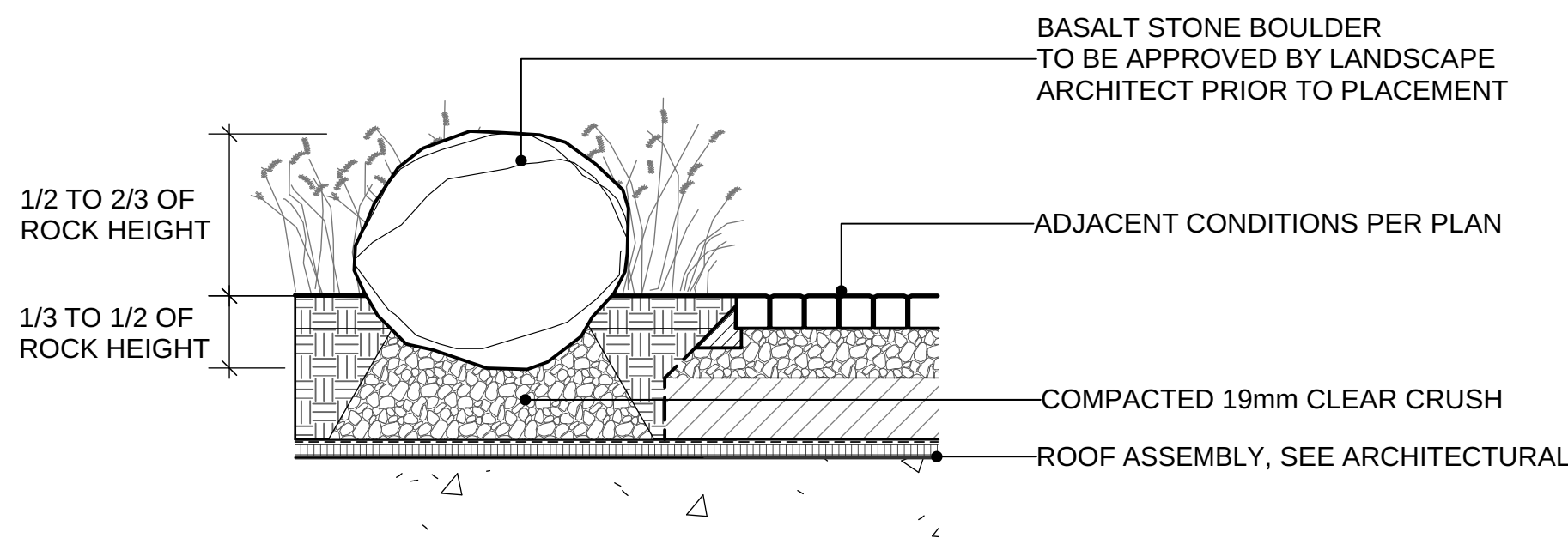
NOTES:
1. EXPANSION JOINTS 6m O.C. MAX, CONTROL JOINTS @ 1.5m O.C. ADJUST TO SUIT SITE LAYOUT PLAN.
2. ALL SCORELINES TO BE APPROVED BY LANDSCAPE ARCHITECT ON-SITE PRIOR TO INSTALLATION.
3. LIGHT SANDBLAST FINISH

7 CIP CONCRETE ON SLAB (TYPICAL)
SCALE 1:10



NOTE:
USE CONCRETE HIDDEN EDGE RESTRAINT WHEN PAVERS ARE NOT
ADJACENT TO A SOLID EDGE CONDITION.

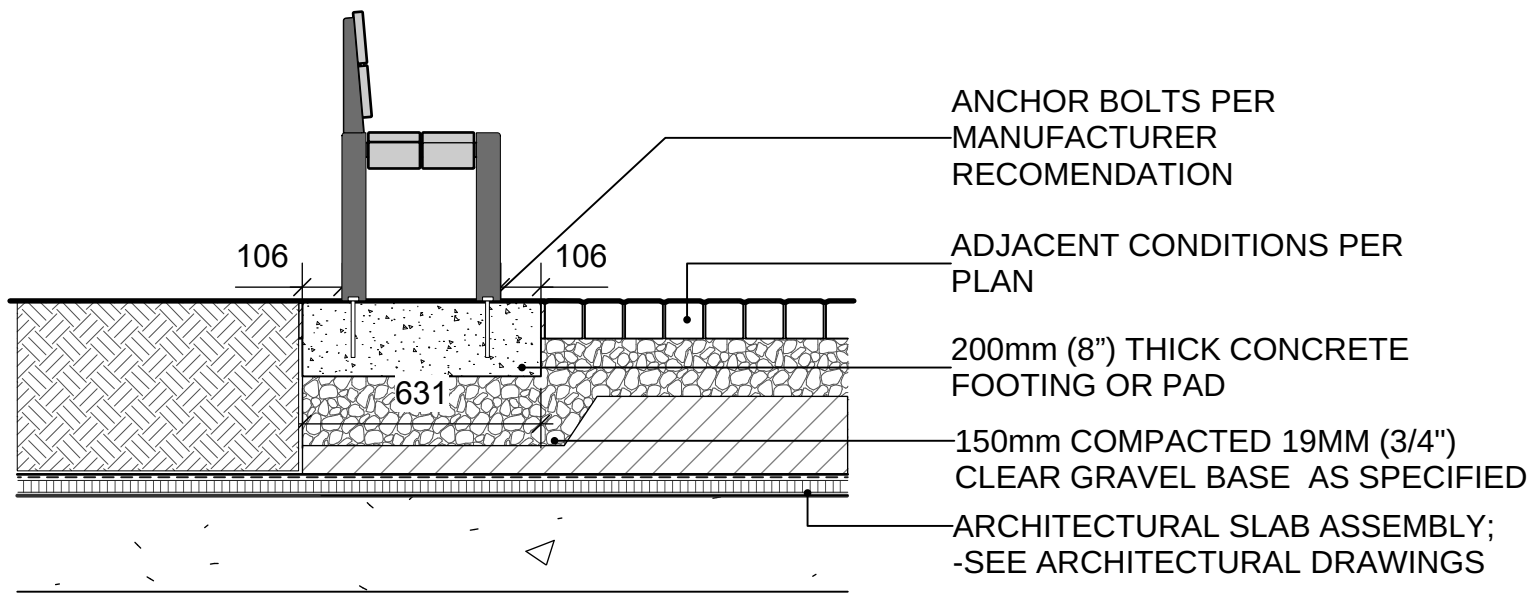
5 HYDRAPRESSED SLAB PAVING
SCALE 1:10



8 BOULDER PLACEMENT ON SLAB
SCALE 1:20



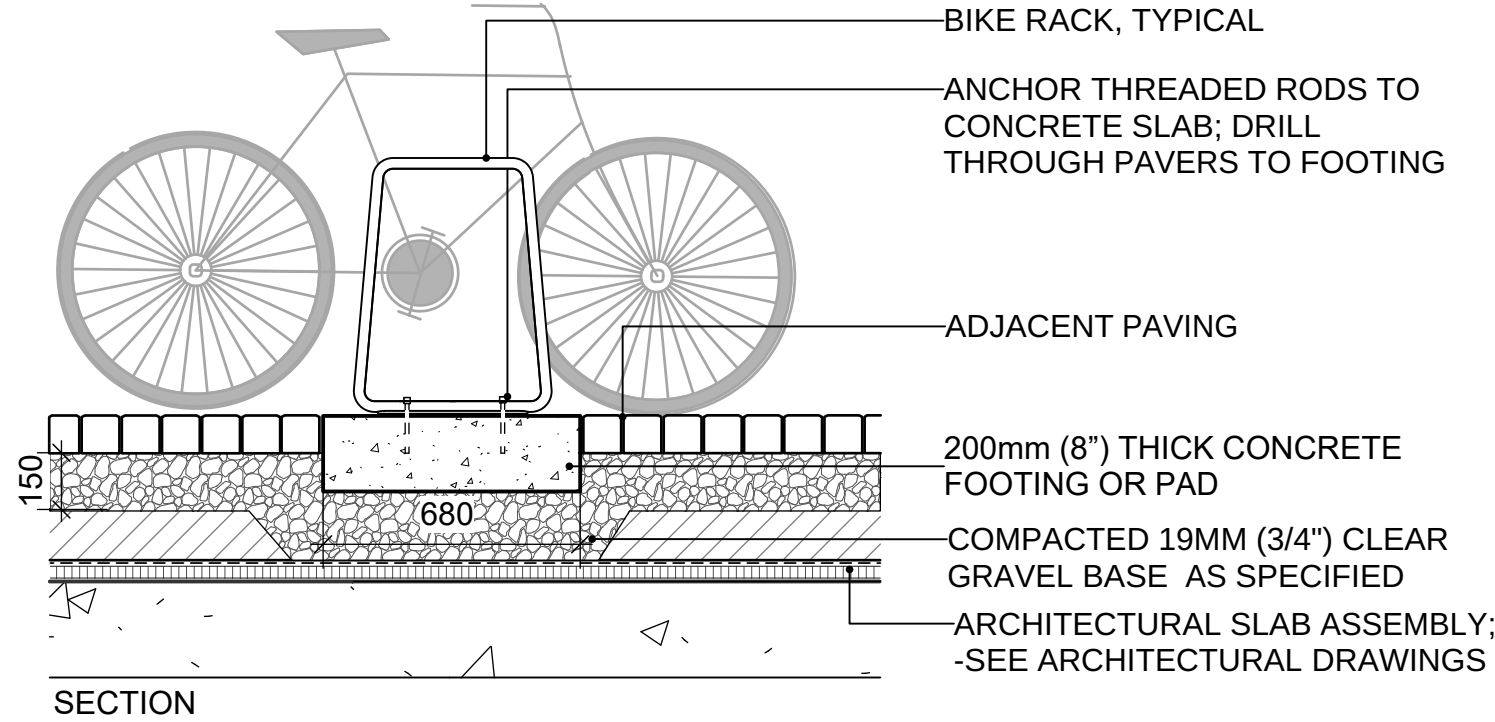
TPE A: BACKED BENCH
MODEL: MLB1055-W 70", SURFACE MOUNT
FINISH: STEEL, IPE WOOD
SUPPLIER: MAGLIN (1.855.904.0330)
COLOUR: SILVER14 FINETEX



1 ONSITE TIMBER BENCH
SCALE: 1:20



TYPE: MAGLIN ICONIC 2300
DIMENSION: L521mm x H673mm x D51mm
COLOR: SILVER FINETEX POWDERCOAT FINISH
SUPPLIER: MAGLIN
TEL: JENNIFER FANCY 800-716-5506 X6050
RHEZIE EMIA 800-716-5506 X1187



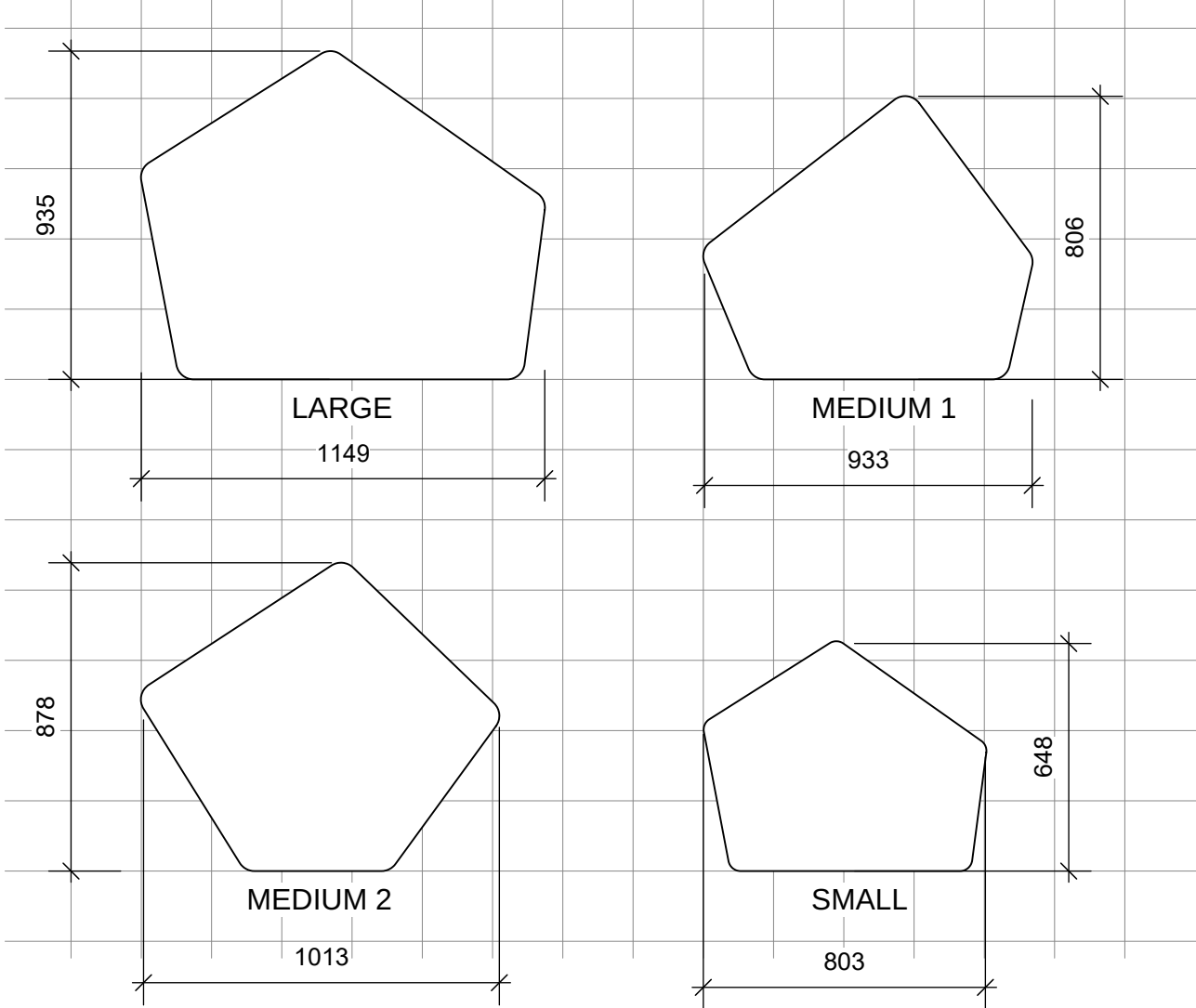
2 ONSITE BIKE RACK
SCALE: 1:20



TYPE: MAGLIN SITE FURNITURE
LEXICON COLLECTION TABLE AND SEATING
LAYT_LXM1500-00077
6FT STANDARD TABLE, IPE WOOD
6FT BACKLESS BENCHES, IPE WOOD
COLOUR: SILVER 14 FINETEX



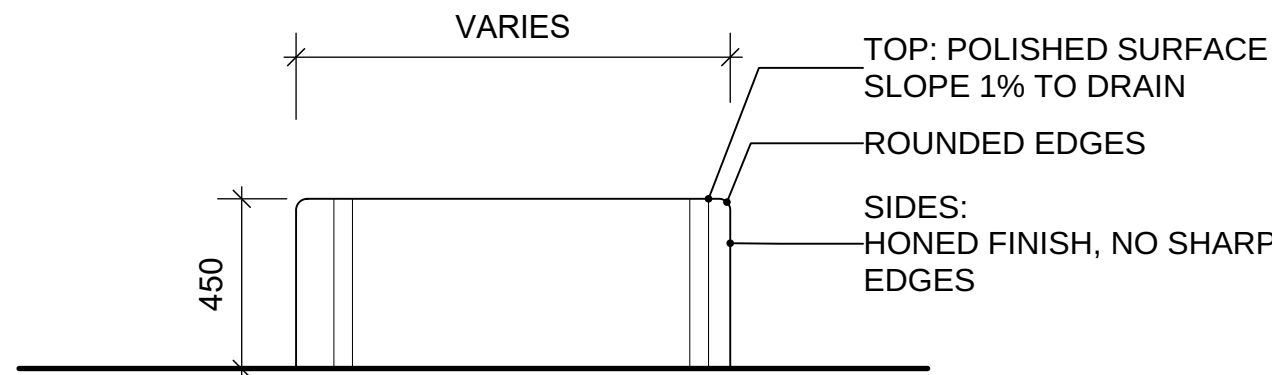
3 ONSITE TABLE AND BENCH



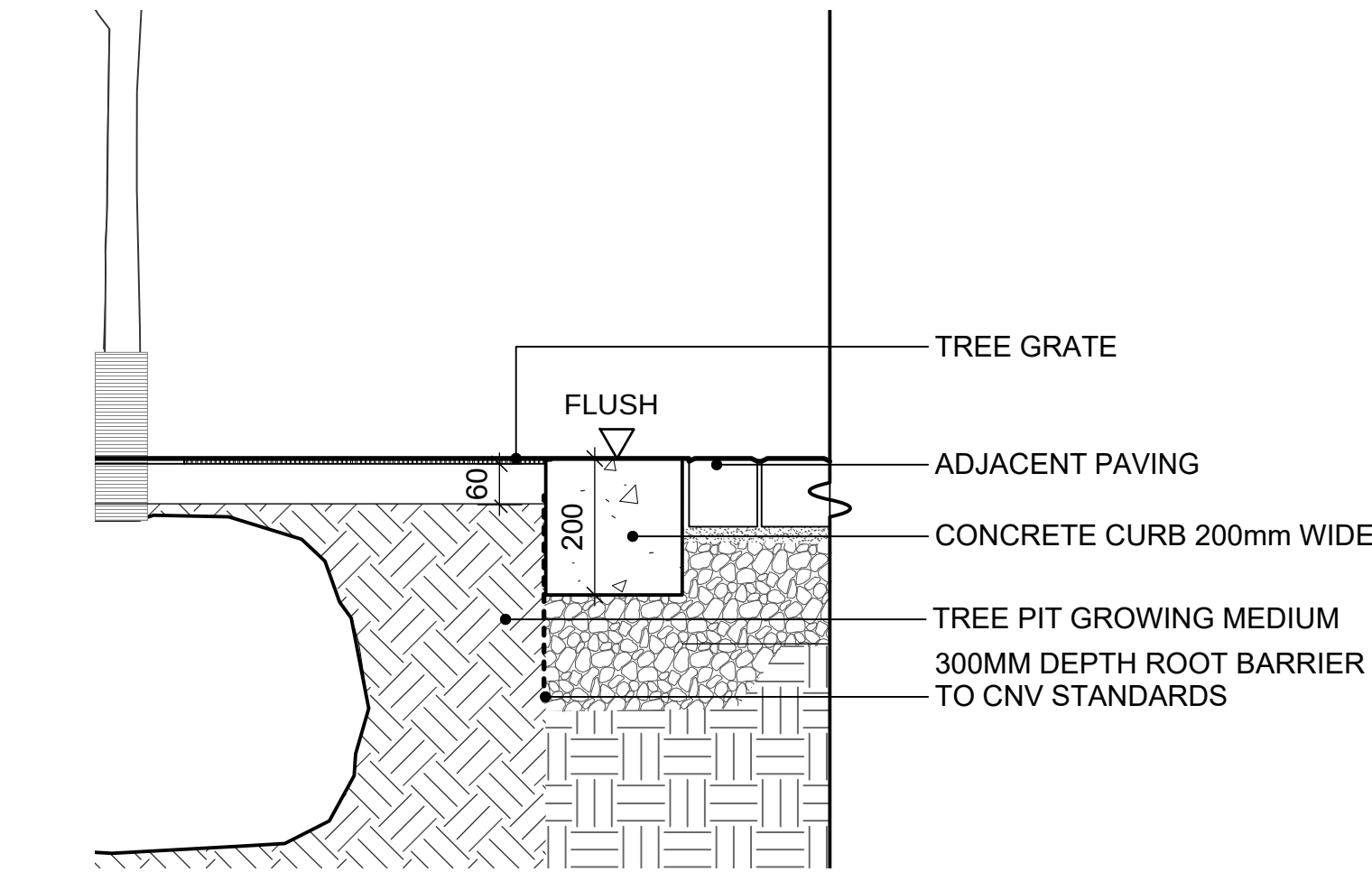
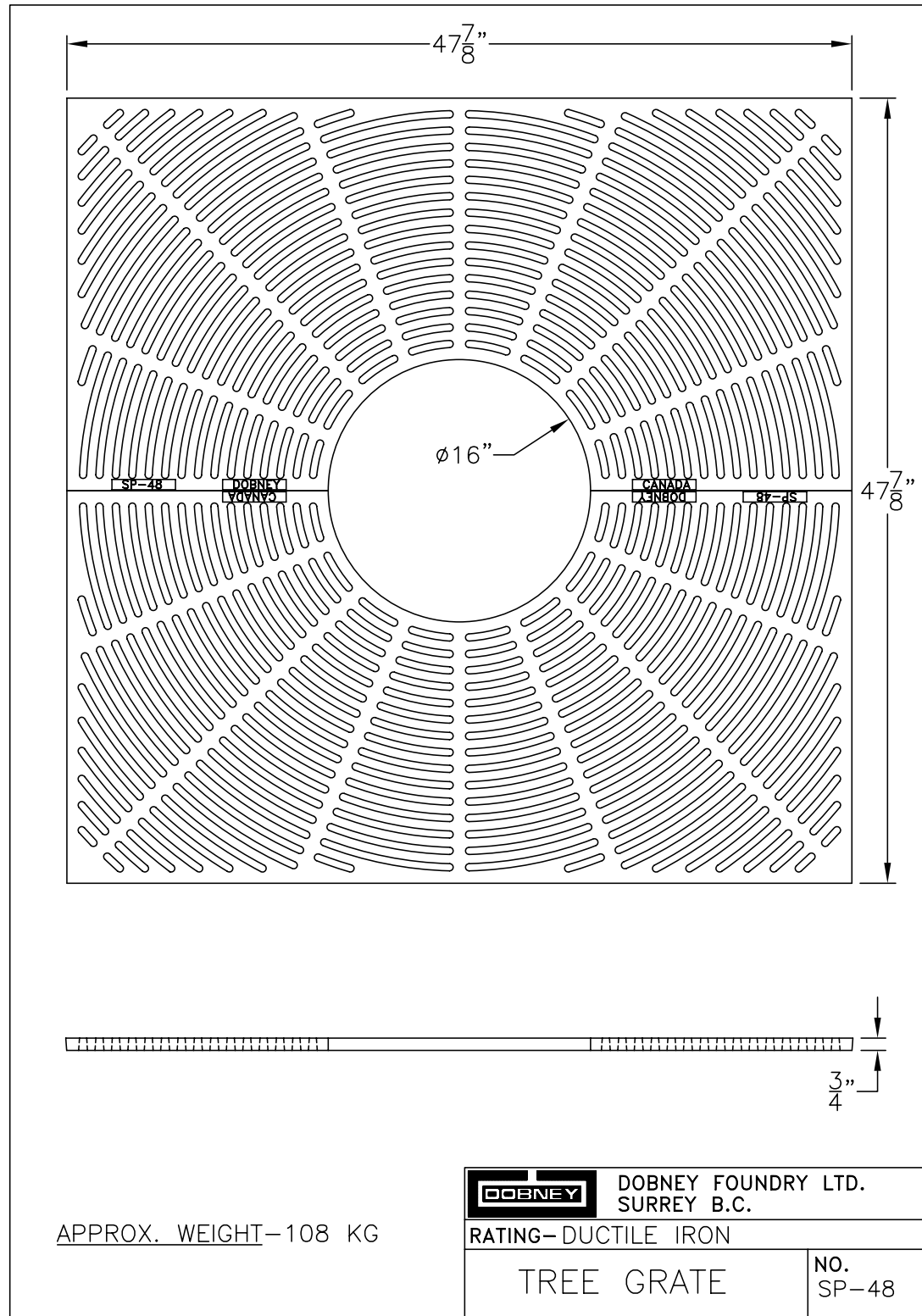
NOTE:
THE GRID IS 200MM X 200MM FOR DIMENSION REFERENCE ONLY
ALL THE EDGE TO BE ROUNDED



REFERENCE IMAGE NOT TO SCALE



4 PLAZA CUSTOM BASALT STONE SEATING
SCALE: 1:20



5 ONSITE TRE GRATE
SCALE: 1:10

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CLIENT



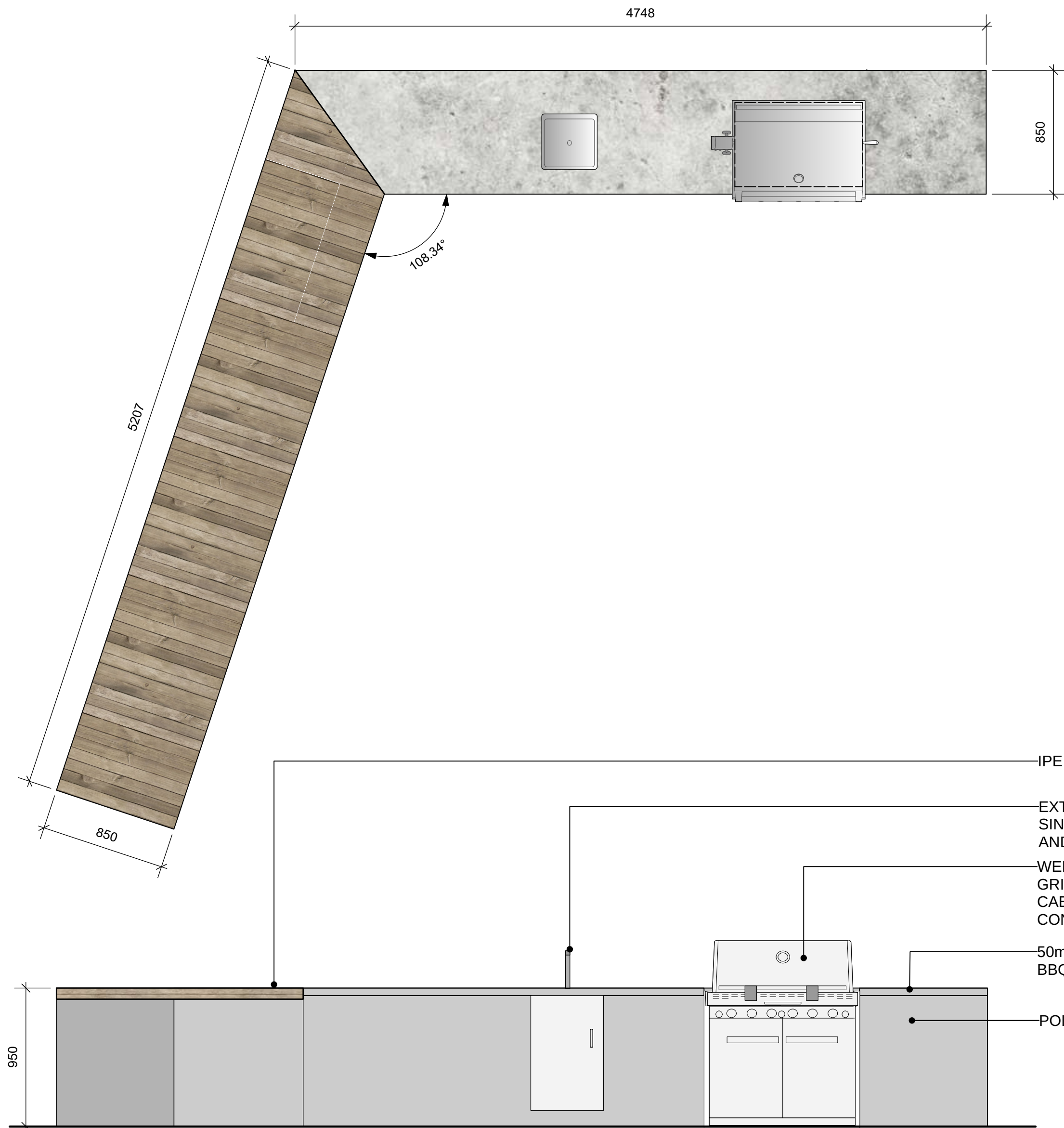
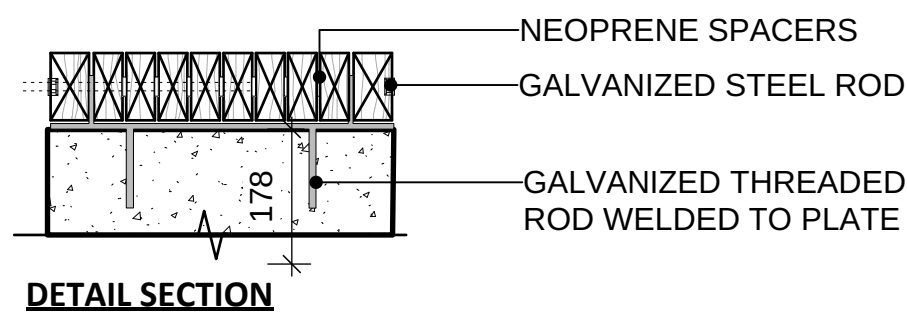
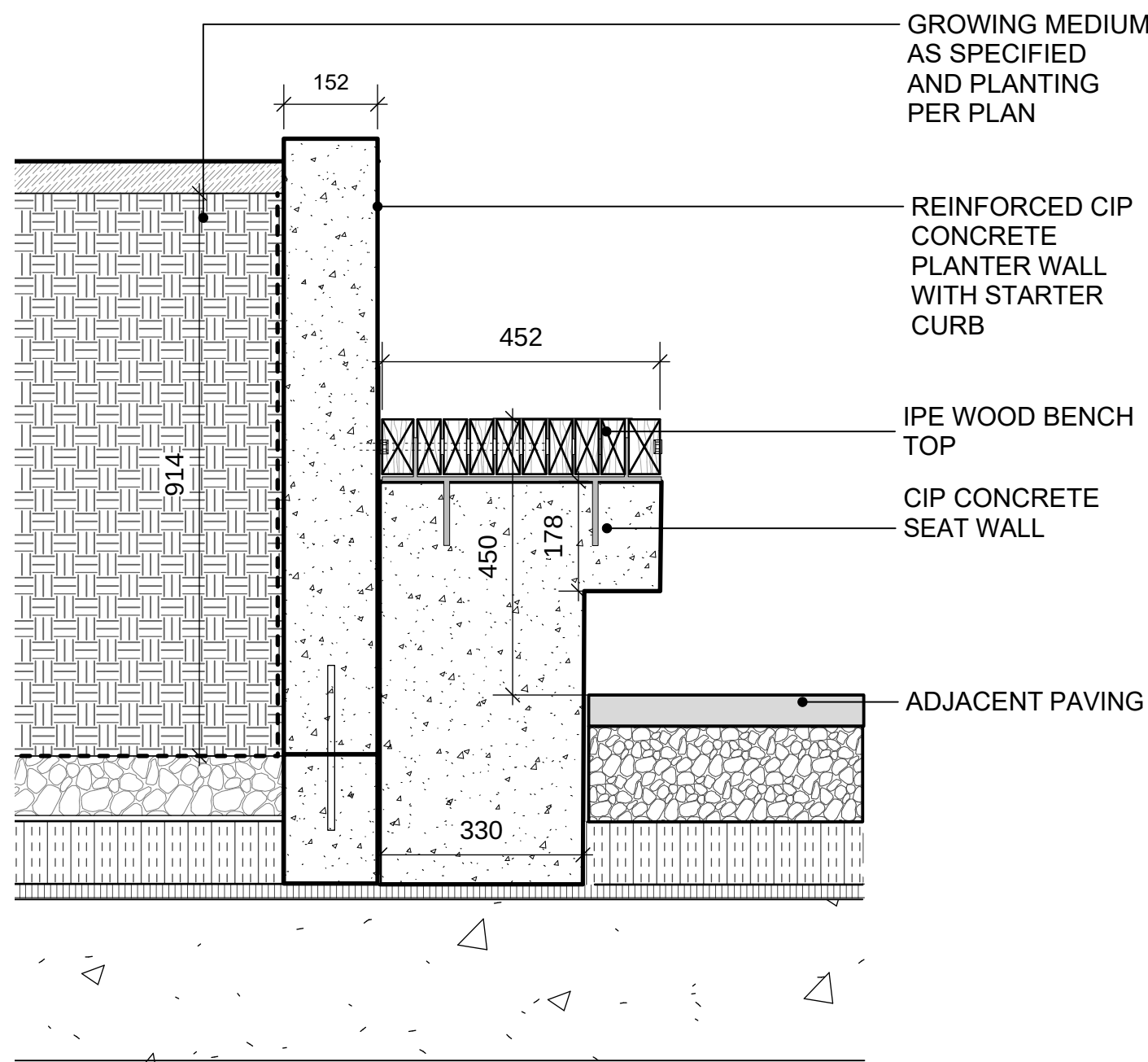
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REVISIONS		

Lonsdale Ave & E 17th St

East 17th St
North Vancouver, BC

Scale:	AS SHOWN
Drawn:	MR
Reviewed:	DS
Project No.	06-729

FURNISHINGS DETAILS



solus

Fire Features

www.solusdecor.com

HEMI 36
ELECTRONIC START
NG & LP

Fire is beautiful and also dangerous if not handled properly. Please have a qualified gas fitter setup and install this product according to local codes.

This product has been tested and certified by Labtest Certification Inc. as being safe, as long as these minimum clearances to adjacent materials are maintained.

FOR OUTDOOR USE ONLY

NORTH AMERICA SPECIFICATIONS

Gas type:	Natural Gas	Propane
Gas press:	3.5" - 7.0" w.c.	N/A
Electrical:	24V / 110 VAC	24V / 110 VAC
	1.5A, 60 Hz	1.5A, 60 Hz
BTU / kWh:	40,000/11.7	76,000/22.5

ANSI Z21.97-2014
CSA 2.41-2014



UK & EUROPEAN SPECIFICATIONS

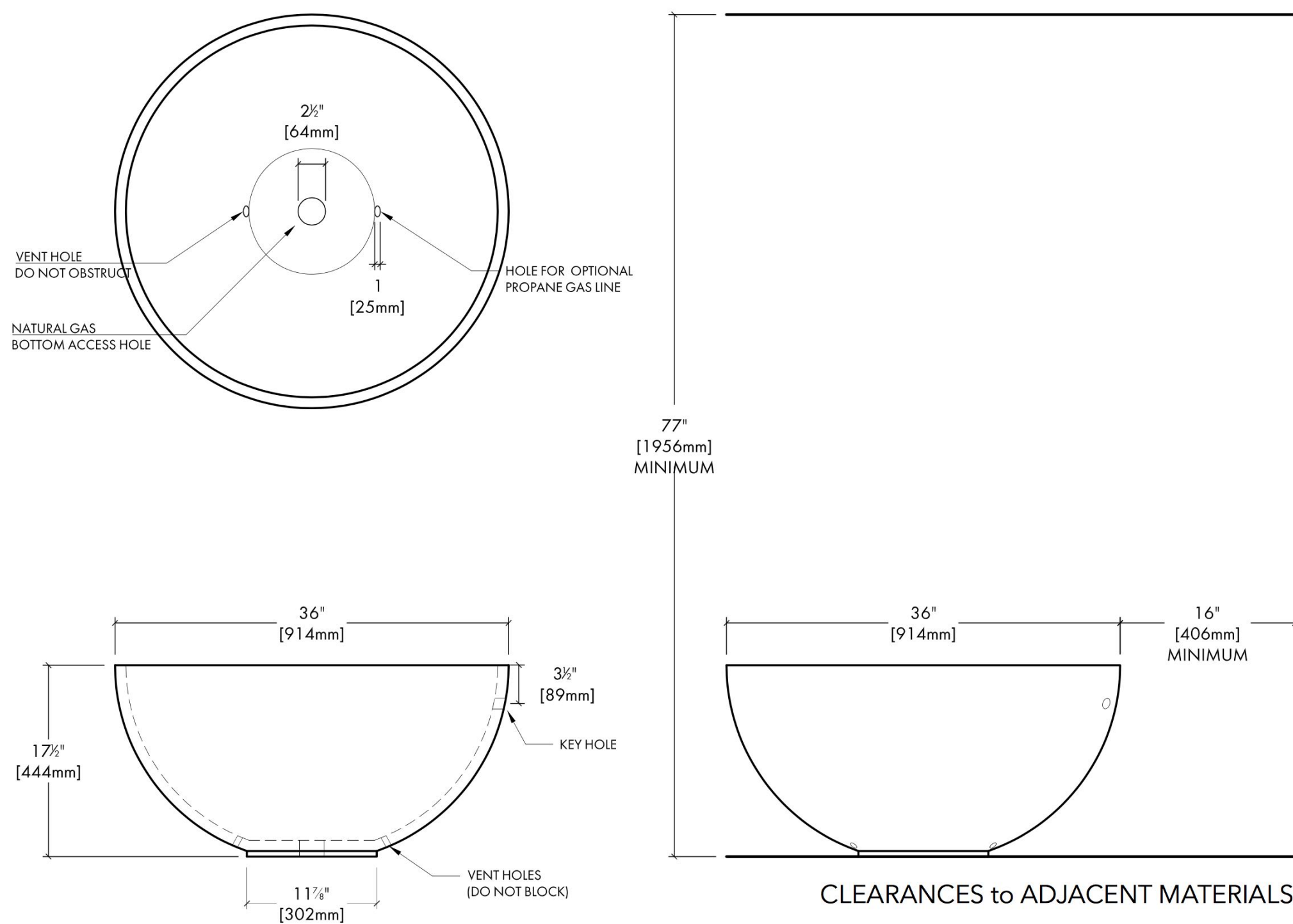
Gas type:	Natural Gas	Propane
Gas press:	G20	G30
Electrical:	240~V, 0.13A	240~V, 0.13A
	50/60 Hz	50/60 Hz
	0.027kW	0.027kW
Heat Out:	G20/11.7	G30/22.5

EN 509:2000
EN 60335-1:2001

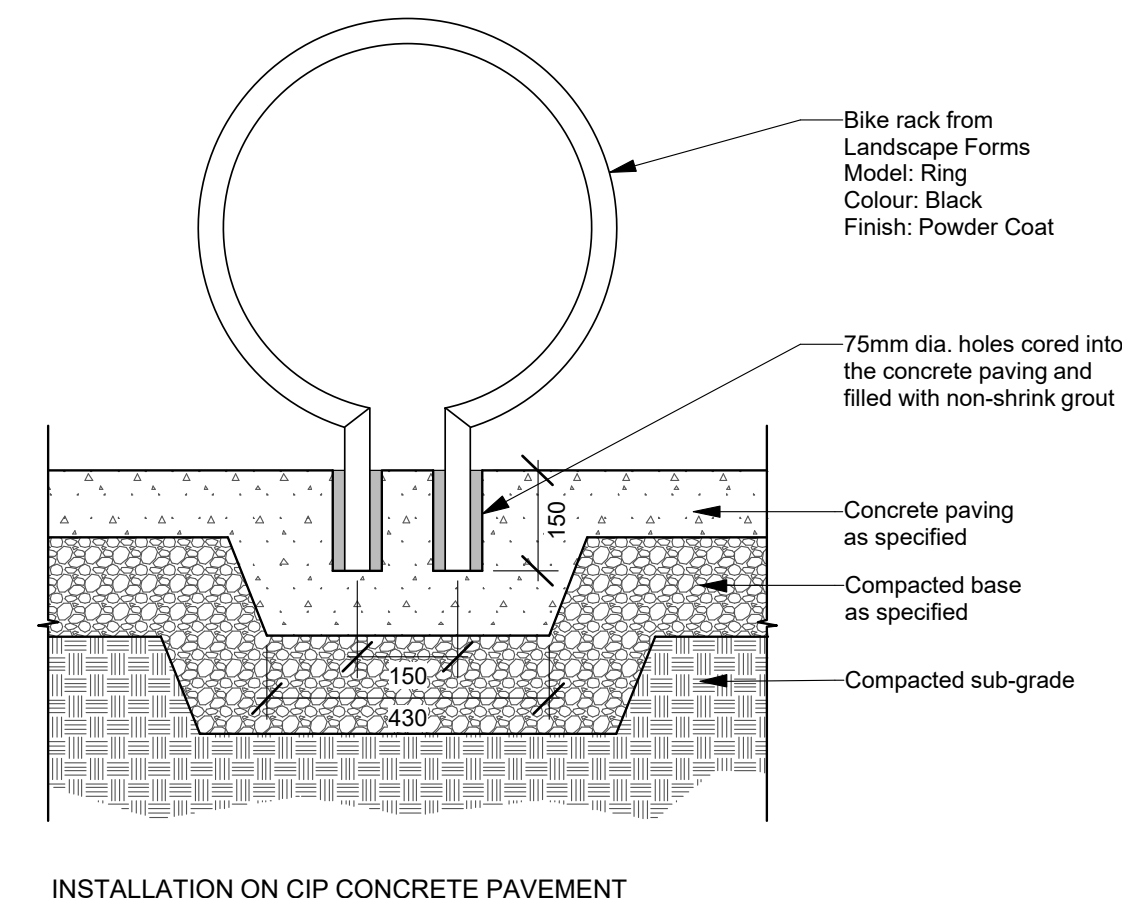
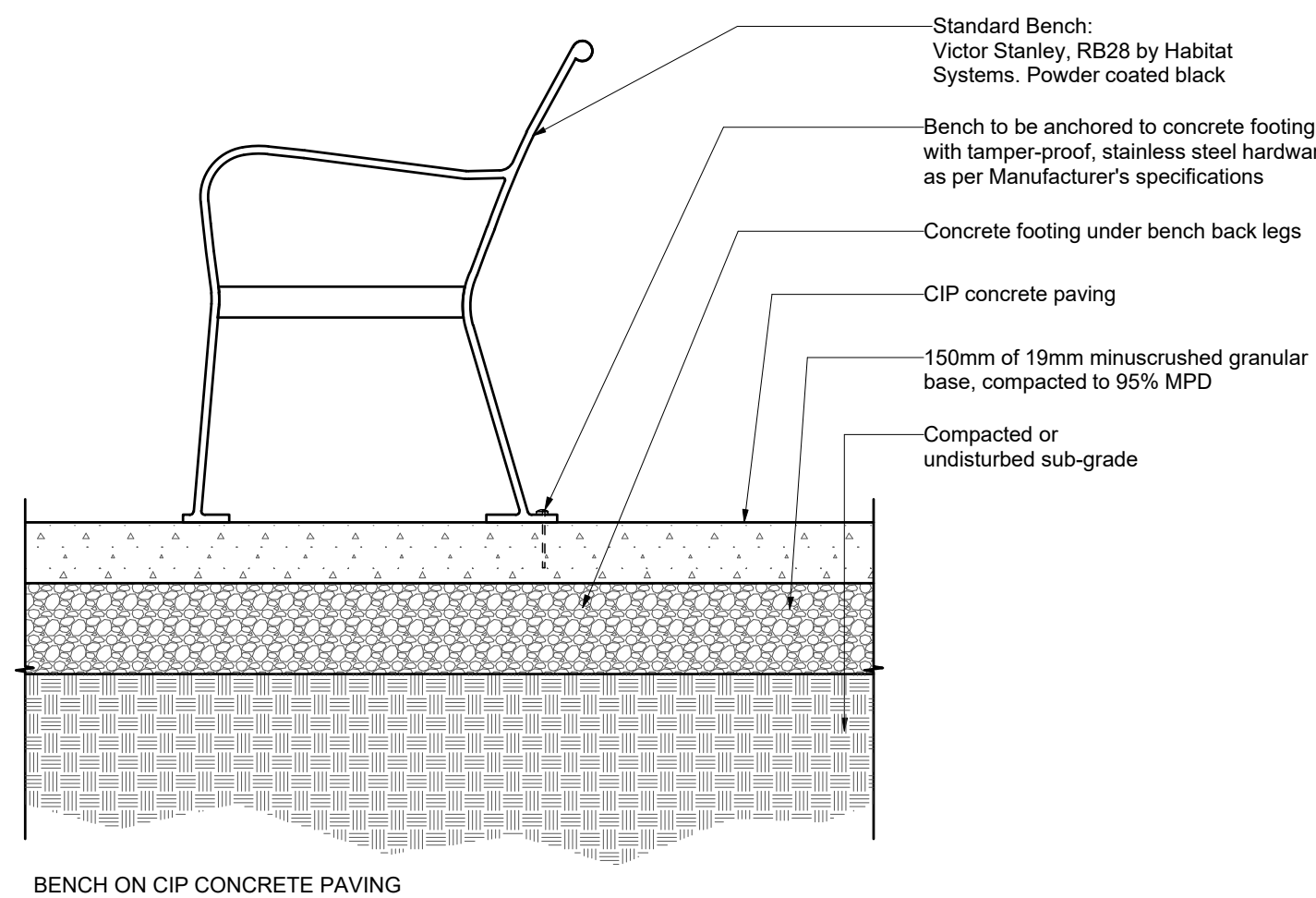


CONCRETE SPECS
Strength: 10,000 psi (proprietary)
Weight: 150 lbs / 68 kg

COLOUR: NORI DECORATIVE RIVER STONES TO COVER ENTIRE FIRE BOWL



2 CONCRETE BBQ COUNTER AND TABLE SCALE: 1:25



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CLIENT



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REVISIONS

Lonsdale Ave & E 17th St

East 17th St
North Vancouver, BC

Scale: AS SHOWN

Drawn: MR

Reviewed: DS

Project No. 06-729

FURNISHING DETAILS

April 23, 2021

Yamamoto Architecture Inc.
Attn: Taizo Yamamoto
202 – 33 East 8th Avenue
Vancouver, BC V5T 1R5

Dear Mr. Yamamoto:

Re: 1712 Lonsdale Avenue (Rezoning Application)

At their meeting on April 21st, 2021 the Advisory Design Panel reviewed the above application and endorsed the following resolution:

THAT the Advisory Design Panel has reviewed the Rezoning Application for 1712 Lonsdale Avenue and recommends approval subject to addressing the following issues to the satisfaction of the Development Planner:

- Further review of the residential setback;
- Review and explore the roof overhangs on the Lonsdale façade;
- Expand the outdoor amenity space;
- Clarify the lane to address CPTED concerns and improve bike room security;
- Consider incorporating public art into the corner of 17th Street to enhance the significance of the corner and bring a community focus;
- Consider some form of greenery or wall mural on the north façade;
- Increase masonry detail and depth at punched windows; and
- Consider additional details to express solar shading or passive concepts.

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

The recommendations of the Advisory Design Panel pertain only to site-specific design and site planning considerations and do not, in any way, represent Council and staff approval or rejection of this project.

Yours truly,



R. Fish
Committee Clerk



**PLANNING & DEVELOPMENT DEPARTMENT
PLANNING**

CITY OF NORTH VANCOUVER	T 604 983 7357
141 WEST 14TH STREET	F 604 985 0576
NORTH VANCOUVER	PLANNING@CNV.ORG
BC / CANADA / V7M 1H9	CNV.ORG

October 20, 2021

Lorne Wolinsky
Polygon Homes
1333 West Broadway #900
Vancouver, BC V6H 4C2

Dear Lorne,

Re: Rezoning application for 1712 Lonsdale Avenue

At their special committee meeting on October 6, 2021, the Integrated Transportation Committee received a presentation from Polygon Homes, Yamamoto Architecture, and Great Northern Engineering Consultants regarding the above mentioned. Following review and discussion, the following motion was made:

THAT the Integrated Transportation Committee has reviewed the Rezoning application for 1712 Lonsdale Avenue and supports the project.

The Committee recommends the developer review bicycle parking to ensure parking can accommodate larger cargo bikes and trailers.

CARRIED UNANIMOUSLY

The recommendations of the Integrated Transportation Committee do not, in any way, represent Council and/or staff approval or rejection of this proposal.

Yours truly,

Hayley Reiss
Committee Clerk/Secretary

- c. M. Menzel, Planner 2, City of North Vancouver
- D. Watson, Transportation Planner, City of North Vancouver
- K. Graham, Corporate Officer, City of North Vancouver

1712 Lonsdale Ave Rezoning Application – Polygon Lennox Homes Ltd.

Virtual Developer Information Session (DIS) Summary Report

Event Date: Thursday, April 29, 2021
Time: 6:00pm – 8:00pm
Location: Online Zoom Webinar
Attendance: 7 members of the public attended virtually.
The Polygon project team was in attendance, as was a representative of the City of North Vancouver Planning Department.
Comments: 6 emails and one telephone message were submitted prior to the DIS.
3 comment forms and 3 emails were submitted following the DIS.

Meeting Purpose:

- 1) To present development application materials to the community
- 2) To provide an opportunity for the community to ask questions about the development
- 3) To provide an opportunity for the community to comment on the proposal

Notification:

In accordance with City of North Vancouver policies:

Invitation Flyers

DIS Invitation flyers were delivered to 256 addresses within a 40m radius of the site, as required by the City of North Vancouver. Appendix A: Notification includes a copy of this material.

Newspaper Ad

A DIS newspaper ad was placed in the North Shore News on Wednesday April 14, 2021 and Wednesday, April 21, 2021. A copy of the ad is included in Appendix A: Notification.

Notification Sign

Two DIS notification signs were erected on the site on April 17, 2021. Photos of the installed site signs are included in Appendix A: Notification.

Attendance:

7 members of the public signed in for the virtual meeting. A copy of the attendee list is included in Appendix B: Attendee List.

The following City staff and project team members were in attendance:

City of North Vancouver:

- Emily Macdonald, Planner 1

Project Team:

- Lorne Wolinsky, Polygon Lennox Homes Ltd
- Jacqueline Garvin, Polygon Lennox Homes Ltd
- Taizo Yamamoto, Yamamoto Architecture
- Marina Rommel, Connect Landscape Architecture
- Graham Wood, InterCad Consulting Engineers
- Eric Tam, Great Northern Engineering Consultant

Facilitators:

- Lance Berelowitz, Urban Forum Associates
- Katrina May, Urban Forum Associates

Overview:

In accordance with the City of North Vancouver's COVID-19 state of emergency community consultation guidelines, the DIS meeting was held in an online Virtual Developer Information Session format. Meeting participants watched a PowerPoint presentation by members of the Polygon project team.

Participants were invited to use the Zoom Webinar Q&A function to ask questions or submit comments during the DIS, which were addressed at the end of the presentation during the Question & Answer period. The facilitator read all questions/comments received aloud and directed questions to the appropriate project team member to respond verbally for all participants to hear.

The project presentation and facilitated Question & Answer period took approximately 120 minutes. The facilitators received several questions and comments about the project and recorded them for inclusion in this summary report, attached as a separate appendix (Appendix C: Public Dialogue.)

Participants were invited to submit written comments (using the City's standard comment form) to the applicant and/or the municipal development planner, following the DIS. Six (6) emails and one (1) telephone call were received by Polygon prior to the DIS. Three (3) comment forms and three (3) emails were submitted after the DIS.

The key themes of the questions during the Developer Information Session related to the environmental efficiency and sustainability of the proposed project, such as the proposed use of hydroelectricity and connection to the LEC system as opposed to solar panels, as well as the impact of construction, dust, pollutants and noise during construction on the surrounding area and Polygon's approach to community concerns and plans to mitigate impacts. Questions arose on the measures taken to sound-insulate the finished homes from the exterior noise on Lonsdale. Another theme was around the inclusion of social housing in new developments, with suggestions made that all new projects should include some level of affordable rental housing. Support was expressed for the architectural design and for smaller unit sizes as a relatively more affordable means of entering the housing market in the City of North Vancouver.

Email correspondence and comment forms received included support for the project, the mix of uses including the availability of more housing, and the revitalization of Lonsdale Ave. Support was expressed for the wood-frame construction and 25% adaptable homes. Concern was expressed regarding the 6-storey height of the proposed building and the loss of the gas station, with a suggestion to reduce the height to 4 stories. The suggestion was also made to include affordable housing in this project as well as

to consider more sustainable energy alternatives such as solar power and ways to reduce carbon emissions during construction and building operations.

Comment Sheet and Email Summary:

Participants were invited to submit comments during a four-day response period after the DIS meeting. Six (6) emails and one telephone message were received prior to the DIS and three (3) comment forms and three (3) emails were submitted following the DIS. These are submitted as a separate appendix (Appendix D: Public Comments).

Conclusion:




The purpose of this online Virtual Developer Information Session was to present to the community the proposed rezoning application and the development concept, and to provide attendees with an opportunity to ask clarifying questions and comment on the proposal. 256 DIS notification flyers were distributed by mail to the surrounding community, and seven (7) community members signed in to the DIS. Two newspaper ads notified the community of the DIS, and two DIS notification signs were posted on the property. A total of three (3) comment forms and nine (9) e-mails were submitted to the project Development Manager.

Members of the public could participate in this consultation process in three ways:

- Watching a virtual project presentation during the DIS
- Asking questions of the project team and/or City Planner during the DIS
- Submitting written comments after the DIS

The DIS meeting length and format was sufficient to provide all participants an opportunity to learn more about the proposed project, ask questions, and make any comments they wished to provide that evening. Participants asked the development team and City Planner a variety of specific questions, mostly related to sustainability, energy efficiency, construction materials, noise transmission between units and from the building, and impacts of construction.



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

INFORMATION REPORT

To: Mayor Linda Buchanan and Members of Council

From: Matthew Menzel, Planner 2

Subject: REZONING APPLICATION - 1712 LONSDALE AVENUE - MINOR
CORRECTION

Date: January 13, 2022 File No: 08-3400-20-0045/1

The purpose of this information report is to present additional information to the introduction report associated with the rezoning application for 1712 Lonsdale Avenue (the "subject site") to amend the Zoning Bylaw to permit a six-storey mixed-use commercial and residential development.

As the subject site contains an existing service station use, the subject site is affected by existing on-site and off-site contamination. As a consequence, it is important for Council to know that the applicant will need to undertake the following actions prior to Bylaw Adoption, to appropriately respond to this constraint:

- Provide a report defining the extents of contamination and proposed remediation strategy.
- Enter into a remediation agreement with the City, to remediate affected soils and groundwater on City lands according to the approved remediation plan and to the City's satisfaction.
- Obtain Ministry of Environment approval to proceed with the proposed development.

RESPECTFULLY SUBMITTED:



Matthew Menzel
Planner 2

Public Hearing Presentation for 1712 Lonsdale Ave


Bylaw No. 8903


Presented February 7, 2022
Development Planning





Location





2

Land Use and Zoning

- OCP
 - Mixed Use Level 3
 - 2.3 FSR Base
 - 0.5 FSR density bonus
- Current Zoning
 - Comprehensive development zone (CD-264)
 - 0.08 FSR maximum



Neighbourhood Context



Proposed Development

- Building: Six-storey mixed use
- Density: 3.03 FSR
 - base density: 2.3 FSR
 - bonus density: 0.5 FSR
 - Transfer density: 0.23 FSR



Proposal: Project Stats

- Proposed 64 strata units:
 - Studio: 4
 - 1-bedroom: 32
 - 2-bedroom: 20
 - 3-bedroom: 8 (12.5%)
- Sixteen (16) Adaptable Dwelling Units
- Commercial –
 - Retail – 851.4 sq.m.
 - Office – 1,186.5 sq.m.
- Parking:
 - 70 resident parking spaces
 - 6 residential visitor spaces
 - 41 commercial parking spaces
 - 155 bicycle parking stalls

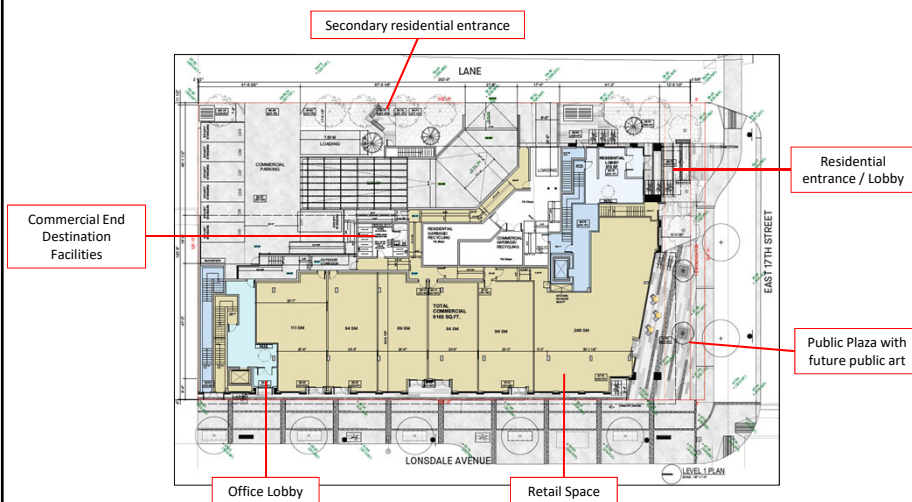
Proposal: Form and Design



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7

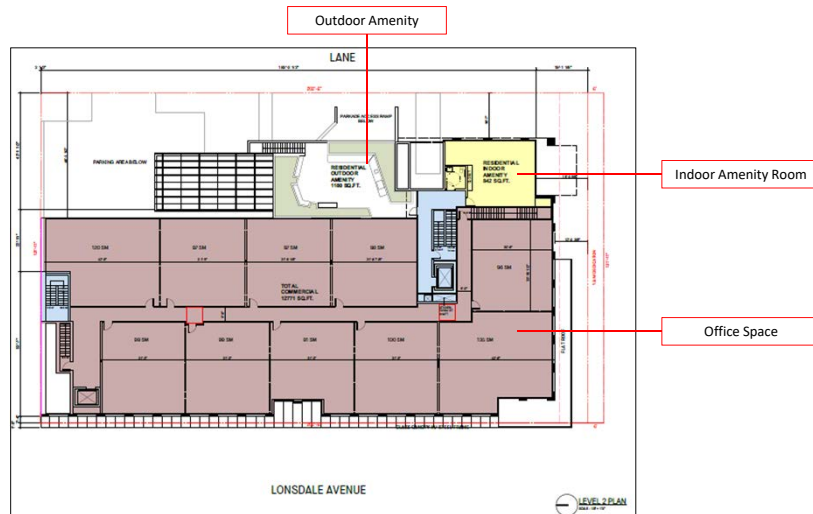
Proposal: Amenities and Site Features



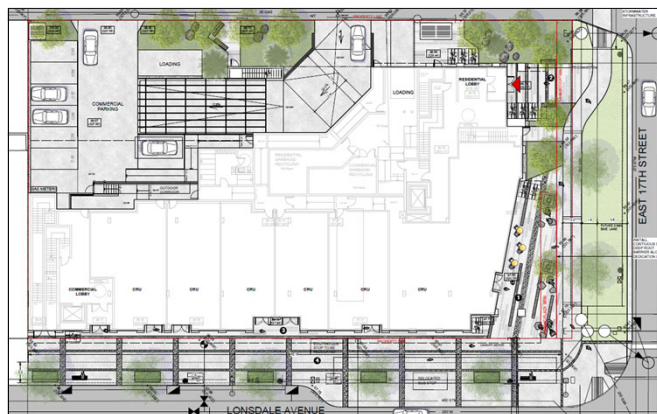
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Proposal: Amenities and Site Features



Proposal: Off-site Works



- A 1.8m (5.9 ft.) dedication along Lonsdale Avenue
- New sidewalk and street trees

Policy Analysis: OCP and Strategic Plan

- The proposal complies with the OCP
- Meets the Strategic Plan as a City for People

Policy Analysis: Density Bonus and Community Benefits Policy

- A density bonus of 0.5 FSR is proposed
 - Community Benefits – Cash contribution: \$3.8M
- A density transfer of 0.23 FSR (523.2 sq.m.) is proposed
 - Value of Density Transfer: \$1M

Policy Analysis: Sustainable Development Guidelines

- Step 3 of the BC Energy Step Code
- Energy Star and water-efficient appliances
- Electrical Vehicle Readiness
- New commercial floor space
- Job generating uses
- Amenity areas
- Public gathering spaces

Advisory Body Review

- Advisory Design Panel review on April 21, 2021
- Project unanimously endorsed, with some conditions
- Some changes following, based on comments from the Panel:
 - Review of the residential setback
 - Expansion of the outdoor amenity space
 - Review of laneway
 - Public art in the plaza area

Advisory Body Review

- Integrated Transportation Committee review on October 6, 2021
- Project unanimously endorsed, with some conditions
- Some changes following, based on comments from the Panel:
 - Provision of 10 bicycle spaces for cargo bikes

Public Engagement

- Virtual Developer's Information Session on April 29, 2021 with seven attendees.
- Comments submitted:
 - 5 expressing support
 - 4 expressing opposition
 - 2 expressing conditional support

Public Engagement

- Themes of support:
 - Revitalization of Lonsdale Avenue
 - New commercial services and business opportunities
 - New employment opportunities
 - Increase in the availability of new homes
 - Building design
- Main concerns:
 - Building height & view impacts
 - Traffic impacts
 - Construction impacts

Building Height and View Impacts



Traffic Impacts

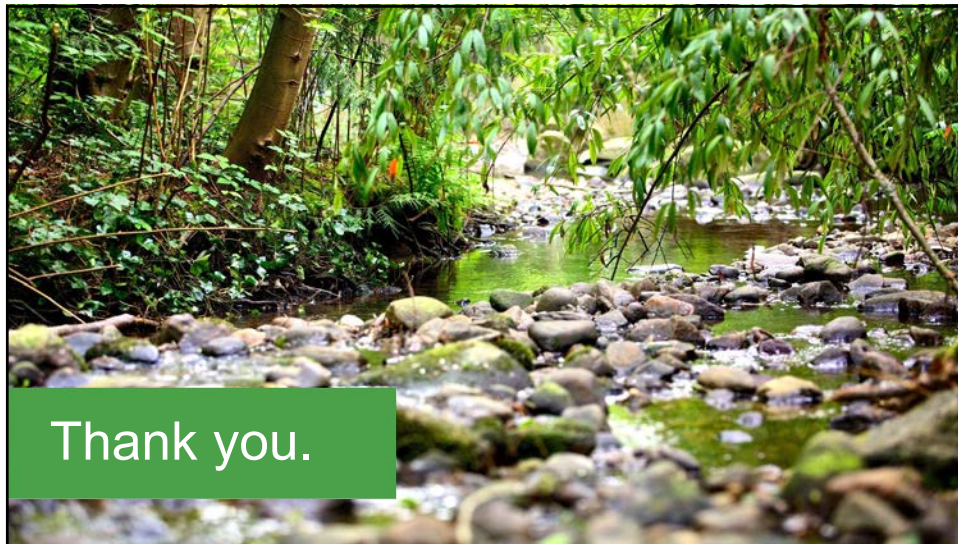
- Sufficient on-site car parking & loading spaces
- 27 additional bicycle parking spaces
- \$135,000 contribution to signal upgrades at 17th and St Georges

Construction Impacts

- CNV Noise Control Bylaw
- Good Neighbour Agreement

Conclusion

- The proposal complies with the OCP and Strategic Plan
- Creates a pedestrian-scale, mixed use frontage
- The site proximity to existing amenities, commercial areas, public transit and active transportation facilities makes it an appropriate location for the proposal.



Thank you.



1712 Lonsdale Avenue

Public Hearing, City of North Vancouver City Council
February 7, 2022

Project Team

Everyone is here tonight to answer your questions.



Polygon Lennox Homes Ltd.
Lorne Wolinsky

YAMAMOTO ARCHITECTURE

Architect
Taizo Yamamoto
Yamamoto Architecture



Landscape Architect
Marina Rommel
Connect Landscape
Architecture



Civil Engineer
Graham Wood
InterCad Consulting
Engineers



Traffic Consultant
Kyle Briggs
Great Northern
Engineering Consultant



Agenda

1 | Introductions

2 | About Polygon

3 | Site Context

4 | Planning Context

5 | The Proposed Development

6 | Sustainability & Community Benefits

1712 Lonsdale Avenue

About Us

Polygon Lennox Homes Ltd.

The Polygon family of companies has built more than 30,000 homes throughout Metro Vancouver.

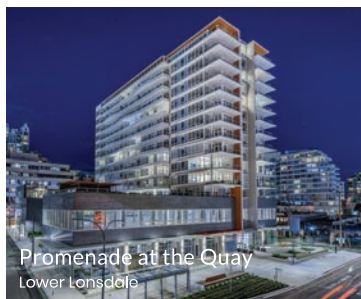
Polygon supports a number of causes, organizations and institutions on the North Shore.



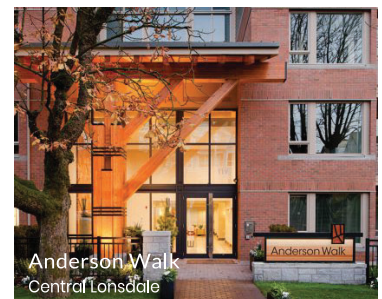
Queen Mary
Central Lonsdale



West Quay
Lower Lonsdale



Promenade at the Quay
Lower Lonsdale



Anderson Walk
Central Lonsdale

1712 Lonsdale Avenue

Site Context Map

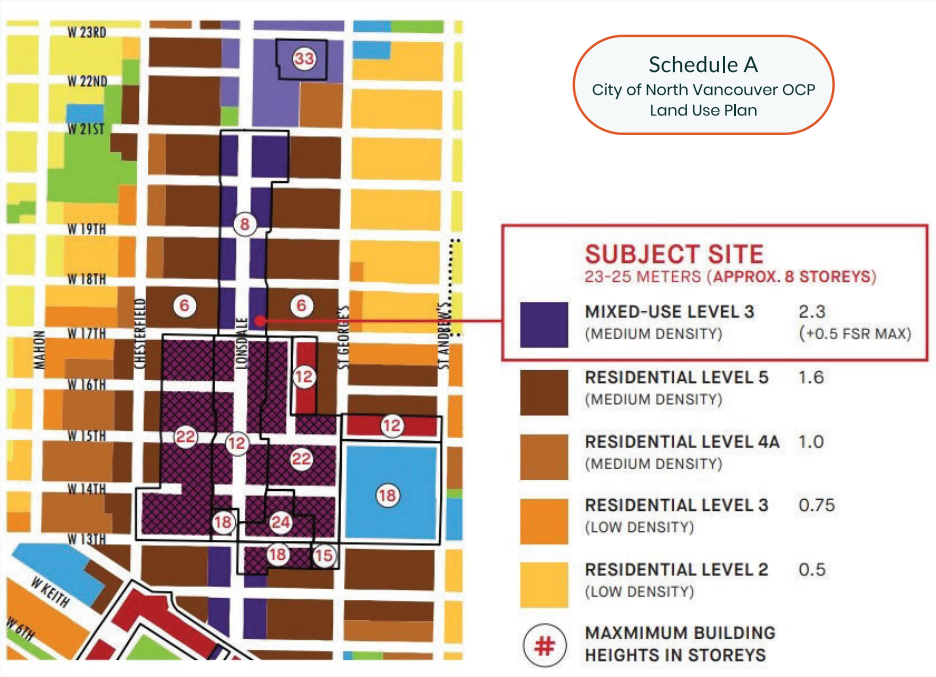


Site Photos

Existing ESSO Gas Station and Car Wash



Planning Context



Official Community Plan

“An Official Community Plan (OCP) is a municipality’s statement of its long term vision.”

Mixed-use Level 3 (Medium Density)
Maximum Density: 2.8 FSR
Maximum Height: 25m (approx. 8 storeys)

Planning Context

OCP Permitted Heights



Project Info

The proposed development is consistent with the City of North Vancouver Official Community Plan.



Density
3.03 FSR



Commercial and Office Area
21,936 square feet



Height
6 storeys



Parking Stalls
Commercial: 41 spaces
Residential: 70 spaces
Visitor: 6 spaces



Units
64 Residential Units
Studios: 4 homes
1-bed: 32 homes
2-bed: 20 homes
3-bed: 8 homes



Bike Parking
Secured: 131 spaces
Short Term: 24 spaces

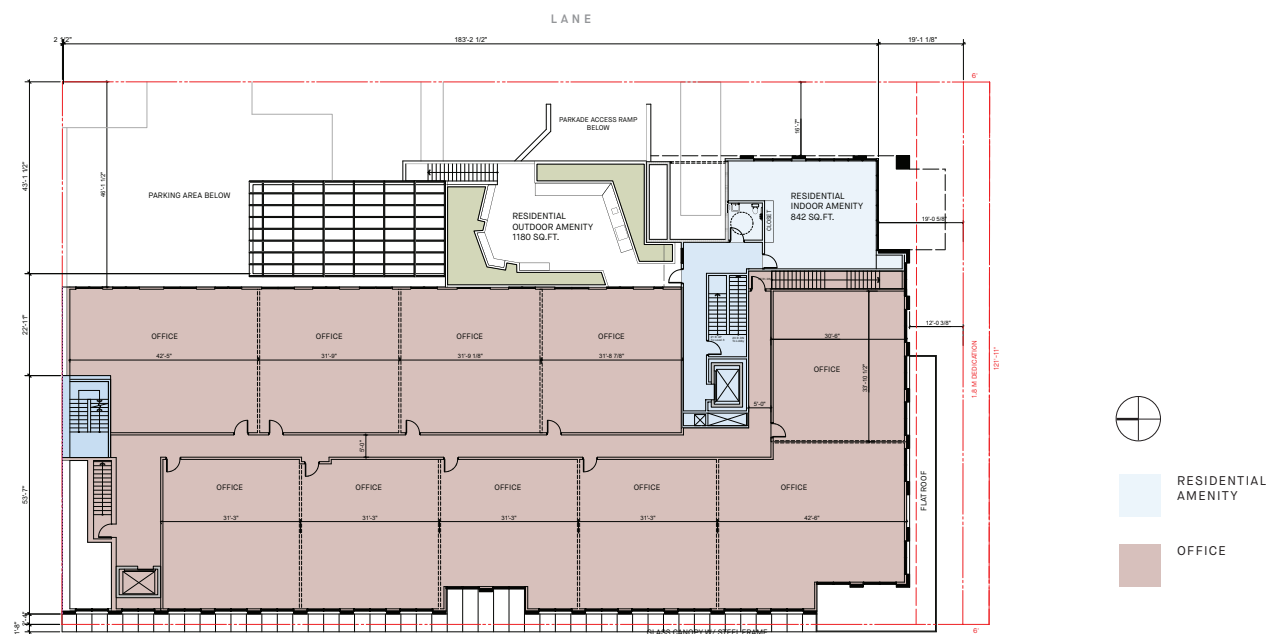
25% of homes will be "adaptable"

1712 Lonsdale Avenue

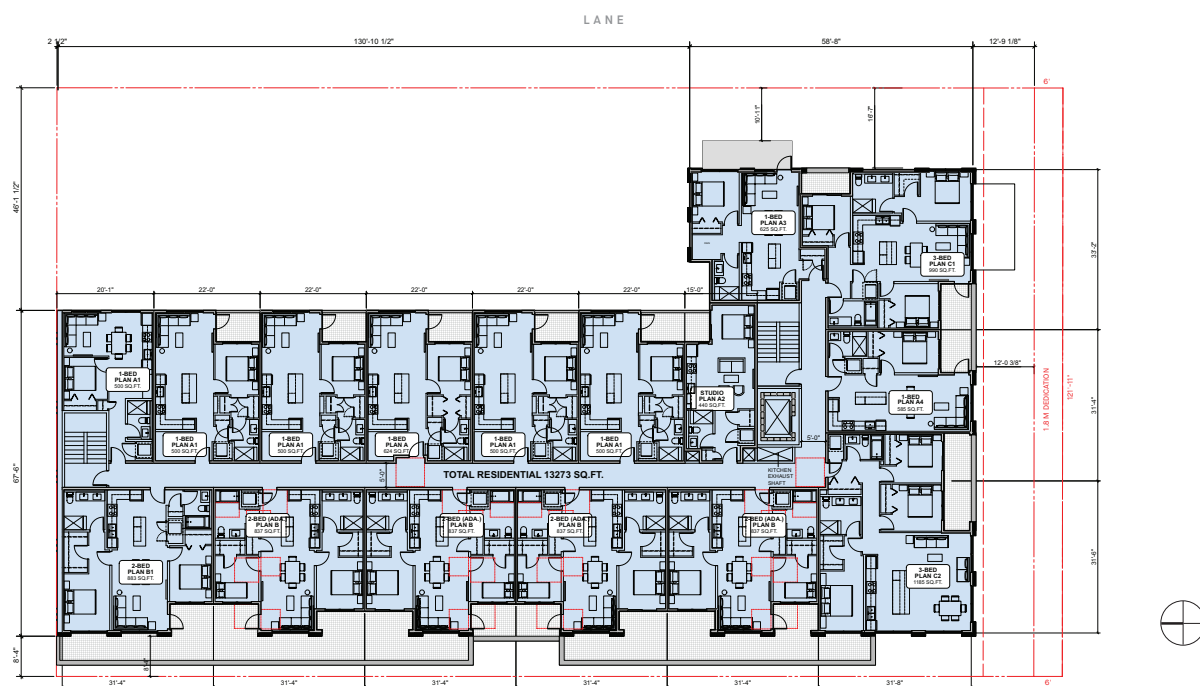
GROUND FLOOR PLAN



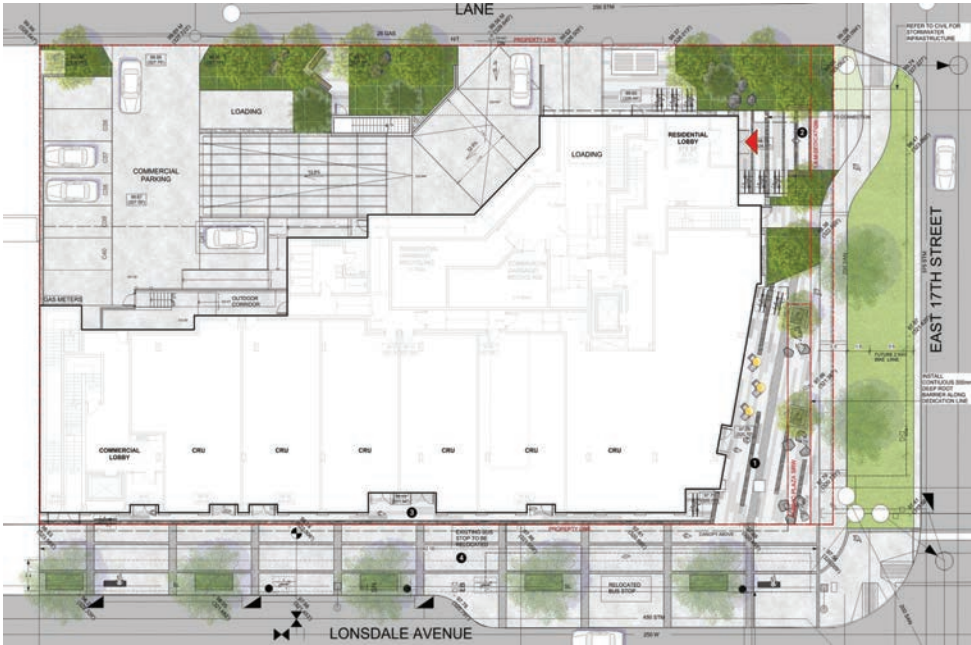
LEVEL 2 PLAN



LEVEL 4-6 PLAN



LANDSCAPE PLAN



PEDESTRIAN REALM PRECEDENTS



STOREFRONT AND BRICK PIERS
THE GRACE



HANGING SIGNAGE
THE GRACE



WOOD-LOOK FOR RESIDENTIAL LOBBY
THE ROBERT

MATERIAL PRECEDENTS



RONALD MACDONALD HOUSE



RONALD MACDONALD HOUSE

RENDERINGS



PROPOSED BUILDING | VIEW AT CORNER OF LONSDALE AVE AND E 17TH STREET OF SOUTHWEST CORNER OF BUILDING



Community Benefits



Infrastructure Improvements

- All three frontages will be improved with **new sidewalks, street, furniture and street trees.**
- A **public gathering space** will be provided on the SE corner of our site.
- Financial contribution for **signalization upgrade at St. Georges and 17th.**
- Land dedication to facilitate **future “mobility lane” along 17th and Lonsdale.**



Increased Housing Supply

- The development will include a **variety of unit types, including smaller more affordable units.**



New Employment Space

- The **new office space** will allow local residents the opportunity to live and work on the North Shore.



CAC Contribution and Density Transfer

- Approximately \$4 Million will be paid in CACs for a wide range of **new neighbourhood amenities.**
- **\$1 Million will be paid to the City** for the Density Transfer.

1712 Lonsdale Avenue

Sustainability



Brownfield Redevelopment
Replacing a gas station with a mixed use development.



Reduced Energy Consumption
Building will use **50% less energy** than the status quo in the Building Code.



Central Location
Reduced automobile dependence.
Increased cycling, walking and public transit.



Infill Development
Less urban sprawl and having to extend city services (roads, sewer, etc.)



Increased Employment Space
Will result in **less vehicular trips** off the North Shore.



Lower GHG Emissions
Heating and hotwater will be provided through **Lonsdale Energy Corporation.**
100% EV charging for residential parking spaces.

1712 Lonsdale Avenue





From: Alex Jamieson
Sent: January-30-22 4:27 PM
To: Submissions; Linda Buchanan (Mayor); Angela Girard (Councillor); Jessica McIlroy; Don Bell (Councillor); Tony Valente (Councillor); Tina Hu (Councillor); Holly Back (Councillor)
Cc: Matthew Menzel; Justin Hall
Subject: Feedback for upcoming Public Hearing - 1712 Lonsdale

To Mayor and Council:

Comments on 1712 Lonsdale Ave. 64-unit mixed use proposal - Polygon

The proposal is for a 6 storey mixed-use condominium with residential units above commercial. The site is an existing gas station and has mature Maple trees on the boulevard plus a large deciduous tree 250mm (10") in diameter on the site, right next to a bus stop, plus some smaller trees and flowering shrubs. In addition, the existing street trees (8" Maples) are to be removed.

The application is asking for the maximum allowable increase allowed under the OCP from FSR 2.3 increased to the 0.5 bonus, plus a transfer of density of 0.23 FSR. Building width and length is increased beyond the present zoning maximum.

This project is an illustration of the need for two City policies which are proposed but not yet adopted. The two main issues are the large tree to be cut (Tree Bylaw) and lack of consideration for pedestrian amenity (proposed "Mobility Strategy") namely a double row of street trees and reduced parking requirements.

The following 4 questions pertain mainly to the buildings' energy use, with a goal of keeping greenhouse gas (GHG) to a minimum:

1. The property is within the Lonsdale Energy Corp (LEC) service zone, however has a a heat pump been considered for **cooling**? Will there be a hydronic heat pump similar to the Polygon project on 15th Street?
2. has solar been considered ? If not, why not? If not currently installing, then we recommend conduits be installed. We recommend that there not be natural gas connections to this building because gas stoves and fireplaces contribute to indoor pollution and GHG,
3. embodied carbon is a concern; will the building will be concrete? If so, will the concrete used be low-carbon? (Alcuin College is proposing this use; see LaFarge Cement; Chris Magwood and his knowledge and expertise); climate-friendly choices are available on overall insulation. Possible changes in light of the above: Use of timber rather than concrete in building. Use cellulose or similar low-carbon insulation, and
4. Why are the existing trees not being retained? Trees this size are part of the City streetscape and should be retained as such because they are huge carbon-sinks and cannot be replaced by any number of new trees on this site. See previous comments about trees. **Note: This issue would have been addressed by the proposed City Tree Bylaw**, currently being written. The members of The Force of Nature hope that the above 4 items will be addressed in the "Climate and Environment Task Force".

General comments on the design. Consider adding a green roof, and a roof-deck amenity on top of the tower. A green roof retains storm water to help reduce the load on the city's storm sewers during atmospheric rivers. There is no mention of on-site storm water retention in the staff report.

Part of the roof could be used for solar panels. Because this is a condo building, there is an issue of the “split-incentive” meaning that, there is no gain to the developer for installing solar, however the condo buyers stand to gain by reducing their monthly Hydro bills, such as for charging their electric cars.

The building could have better solar shading and “passive design” by maximizing solar gain in winter and minimizing it in the summer, and by maximizing insulation, air tightness and heat-exchangers for ventilation, etc. **I note that the Advisory Design Panel also raised this issue and it does not appear to be addressed in the “revised” plans.**

The proposal asks for bonuses. It is my understanding that a bonus is only given for affordable rental housing, or community amenities. I question whether a cash contribution is adequate compensation. This is a market development.

The proposal exceeds parking requirements by at least 8 spaces. We generally recommend less parking, in order to discourage vehicle use and reduce GHG emissions. This development proposes 41 spaces of commercial parking, whereas it is our experience that most such underground parking is under-utilized. There is a bus stop right in front of the building, and ample bicycle parking. **The City’s new “Mobility Strategy” recommends reducing parking ratios, not increasing them.**

The project doesn’t provide any explanation of existing trees on the site and does not mention the present bus stop and bus shelter. They are proposing a wedge-shaped public space on the SW corner of the site, but there should also be a larger space adjacent to the bus stop area on Lonsdale, incorporating the existing large tree and mature shrubs, and enhancing the apartment entrance.

Finally, by adding a 2m setback on Lonsdale, the frontages could incorporate a second row of street trees. I note that a second row of trees is recommended in the City’s new “**Mobility Strategy**”, to enhance the pedestrian experience and help mitigate storm water runoff.

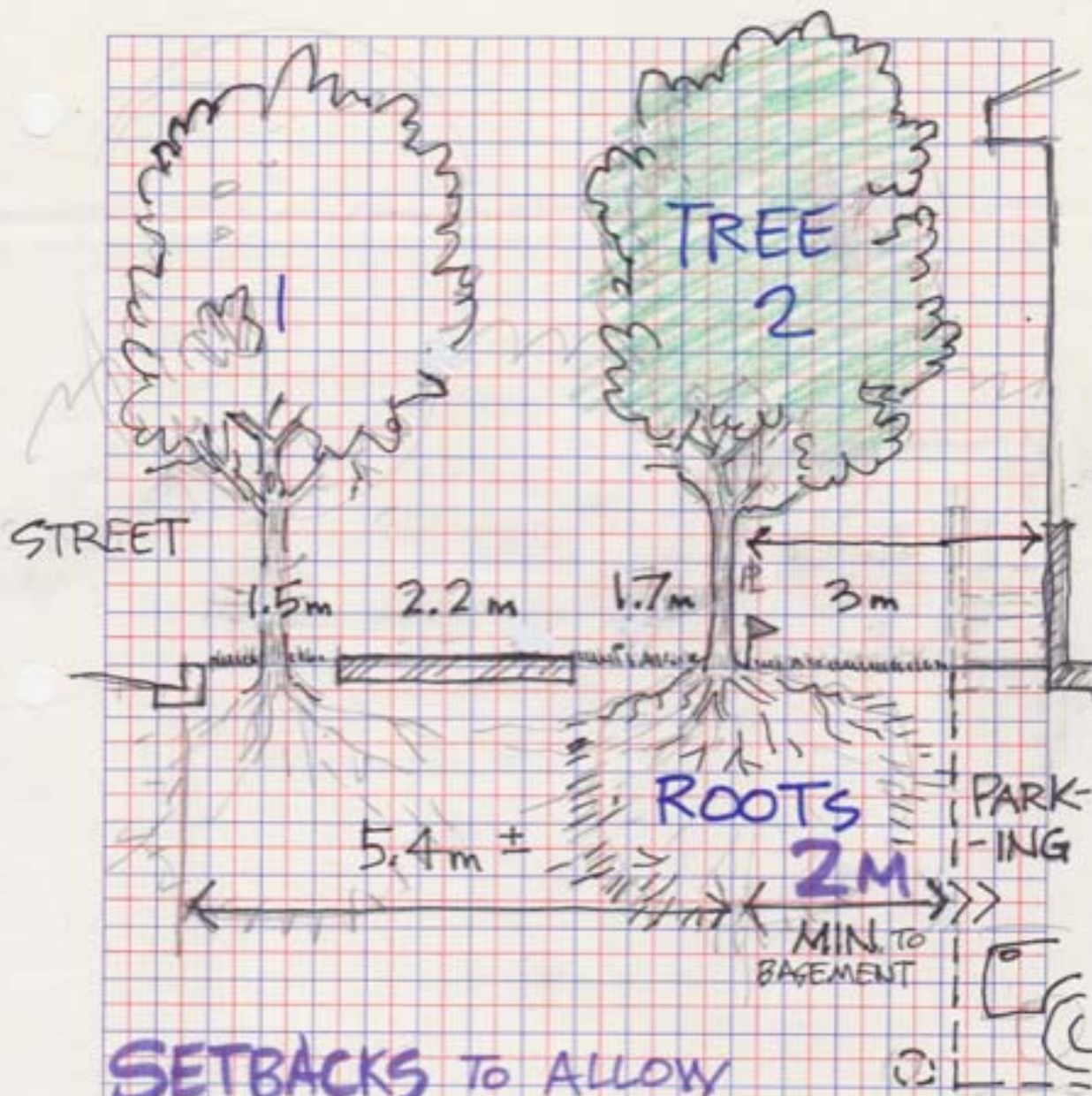
Conclusions:

I am opposed to this development, unless the applicant addresses all of the comments in this letter.

I have made most of these comments earlier, when it would have been easier to make changes, and most of the comments also apply to other current Polygon proposals. I am disappointed that the plans have hardly been changed at all since they were first submitted. I don’t see how the Advisory Committees’ and public comments have been incorporated. If this project goes ahead, it should only be subject to the above changes, or it could be referred back for re-design and submission to a future public hearing.

In particular, we would like to see the issues regarding the Tree Bylaw and Mobility Strategy addressed. These could easily be met while still accomplishing the developer’s objectives.

Alex Jamieson, 419 East 11th Street, North Vancouver.
Member of The Force of Nature, NSC



SETBACKS TO ALLOW
FOR DOUBLE ROW OF TREES

SCALE: 1:50

ACT OCT. '21

From: Alex Jamieson
Sent: January-31-22 11:48 AM
To: Submissions; Linda Buchanan (Mayor); Angela Girard (Councillor); Jessica McIlroy; Don Bell (Councillor); Tony Valente (Councillor); Tina Hu (Councillor); Holly Back (Councillor)
Cc: Matthew Menzel; Justin Hall
Subject: Re: Feedback for upcoming Public Hearing - 1712 Lonsdale

Further to my recent letter, here is a photo of the tree and landscaping, taken last spring. The bus stop is partly hidden by the shrubs.

-Alex Jamieson

419 east 11th Street, North Vancouver



PUBLIC HEARING

WHEN: Monday, February 7, 2022 at 5:30 pm

HOW: View the meeting online at cnv.org/LiveStreaming

WHAT: Zoning Amendment Bylaw No. 8903
1712 Lonsdale Avenue

Zoning Amendment Bylaw No. 8903 would rezone the subject property to permit a 6-storey, residential (64 units) and commercial (retail and office) mixed-use building.

The Public Hearing will be held electronically via Webex. All persons who believe their interest in property may be affected by the proposed bylaw will be afforded an opportunity to speak at the Public Hearing and/or by email or written submission. All submissions must include your name and address and should be sent to the Corporate Officer at input@cnv.org, or by mail or delivered to City Hall, **no later than 12:00 noon on Monday, February 7, 2022**, to ensure their availability to Council at the Public Hearing. No further information or submissions can be considered by Council once the Public Hearing has concluded.



To speak at the Public Hearing by phone: Visit cnv.org/PublicHearings and complete the online registration form, or phone 604-990-4230 and provide contact information, so call-in instructions can be forwarded to you. **All pre-registration must be submitted no later than 12:00 noon on Monday, February 7, 2022.**

Speakers who have not pre-registered will also have an opportunity to speak at the Public Hearing. Once all registered speakers have provided input, the Mayor will call for a recess to allow time for additional speakers to phone in. Call-in details will be displayed on-screen at the Public Hearing (watch web livestream).

The proposed bylaw, background material and presentations are available for viewing at City Hall and online at cnv.org/PublicHearings.

Questions? Matthew Menzel, Planner 2, mmenzel@cnv.org / 604-982-8337

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8903

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, 2022, No. 8903**” (Polygon 229 Development Ltd. / Yamamoto Architecture, 1712 Lonsdale Avenue, CD-749), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165).
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-749 (Comprehensive Development 749 Zone):

Lots	Block	D.L.	Plan	
A-8	18	549	5042	from CD-264

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-748 Comprehensive Development 748 Zone”:

“CD-749 Comprehensive Development 749 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-748 Comprehensive Development 748 Zone”:

“CD-749 Comprehensive Development 749 Zone”

In the CD-749 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 C-2 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
 - (a) commercial units;
 - (b) Retail Service Group 1 Use;
 - (c) Accessory Apartment Use subject to Section 607(1) of this Bylaw;
 - (d) Apartment Residential Use;
 - (e) Accessory Home Occupation Use, subject to Section 507(6);
 - (f) Accessory Home Office Use, subject to Section 507(6);
 - (g) Child Care Use, subject to Section 607(9);
 - (h) Accessory Off-Street Loading Use;
 - (i) Accessory Off-Street Parking Use;
 - (j) Off-Site Parking Use.

(2) Gross Floor Area

- (a) The maximum Gross Floor Area is 2.3 FSR;
- (b) Notwithstanding (2)(a) the Gross Floor Area may be increased as follows:

BASE DENSITY			
	FLOOR SPACE RATIO (FSR)	GROSS FLOOR AREA (GFA)	POLICY REFERENCE
Base Density	2.3	5,429.83 sq. m. (58,446.22 sq. ft.)	As per OCP Schedule 'A'

ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
Community Benefit Cash Contribution	Community Benefit Cash Contribution	Maximum 1,180.4 sq. m. (12,705.7 sq. ft.) / 0.5 FSR	As per OCP Policy Section 2.2.1

DENSITY TRANSFER			
DONOR SITE	DESCRIPTION	TRANSFERRED GROSS FLOOR AREA	POLICY REFERENCE
Transferred from Harry Jerome Lands (at 2300 Lonsdale Avenue and 116 East 23 rd Street, Comprehensive Development Zone 165)	Residual density that is not to be utilized on donor site	523.2 sq. m. (5,632 sq. ft.) / 0.23 FSR	As per OCP Policy Section 2.3

Such that the total effective on-site Gross Floor Area is not to exceed 3.03 FSR, except that:

The density transfer of 523.2 sq.m (5,632 sq.ft.) shall be used for non-residential purposes only;

- (3) A minimum of 8 units shall have 3 bedrooms;
- (4) Building Height:
 - (a) The Principal Building shall not exceed a Building Height of 25 metres (82 feet) as measured from the average Building Grades;
 - (b) Elevator and mechanical penthouses may project beyond the defined height in (a) by a maximum of 6.1 metres (20 feet) including elevator shafts and mechanical rooms;

(5) Section 611(5) Siting shall be waived and replaced with the following siting requirements:

(a) The Principal Building shall be sited not less than:

(i) 3.3 meters (10.9 feet) from the lane (Rear Lot Line) to the east;

(6) Section 612(6) Building Width and Length shall be waived;

(7) Section 402(6) within Prohibited Uses of Land, Buildings, and Structures shall be waived;

(8) Section 1001(1)(b) is varied, to allow one Loading Space to have dimensions not less than 3 metres in width, and 7.5m in length.

C. Adding the following to Section 1101, CD-165, Schedule 141, specifically to the 'Record of Density Transfer' component of the table:

RECORD OF DENSITY TRANSFER			
Recipient Sites Approved Through Density Transfers	Transferred Gross Floor Area	Zoning Amendment Bylaw #	Remaining Residual Density on Site (Donor Site)
1712 Lonsdale Avenue	523.2 sq.m.	8903 (CD-749)	49,102.8 sq.m.

READ a first time on the 17th day of January, 2022.

READ a second time on the 17th day of January, 2022.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8837

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. 8837**” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734).
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-734 (Comprehensive Development 734 Zone):

Lots	Block	D.L.	Plan	
10	132	274	878	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-733 Comprehensive Development 733 Zone”:
“CD-734 Comprehensive Development 734 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-733 Comprehensive Development 733 Zone”:
“CD-734 Comprehensive Development 734 Zone”

In the CD-734 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 Uses on the Lot shall be limited to:
 - (a) Rental Apartment Residential Use:
 - i. Accessory Off-Street Parking Use;
 - ii. Accessory Home Office Use;
 - (b) Child Care Use, subject to Section 507(5) of this Bylaw:
 - i. 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 3 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 51 percent;
- (5) Height:
 - (a) The Principal Building shall not exceed a Height of six storeys and 18.64 metres (61.17 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) 5.10 meters (16.75 feet) from the rear Lot Line;
 - (c) 2.74 meters (9.0 feet) from the west Interior Lot Line;
 - (d) 1.52 meters (5.0 feet) from the east Interior Lot Line;
- (7) Section 908 Minimum Provision of Parking Spaces shall be varied to waive the minimum parking requirement for off-street resident and visitor parking;
- (8) Section 510(3) Building Width and Length shall not apply;
- (9) Section 506(c) Minimum Lot Area shall be waived;

- (10) Section 906(4)(d) Parking Space access directly from Lane shall not apply;
- (11) Section 906(4)(d) Parking Space access directly from Lane shall not apply;
- (12) Section 507(5)(h) Child Care Use is varied to allow a maximum of 24 children in care at any one time;
- (13) Part 2 Interpretation; under the definition of "Gross Floor Area (19)", subsections (a) and (b) be waived in their entirety.

READ a first time on the 21st day of June, 2021.

READ a second time on the 21st day of June, 2021.

READ a third time on the 12th day of July, 2021.

RESCINDED third reading on the 31st day of January, 2022.

READ a third time, as amended, on the 31st day of January, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8838

A Bylaw to enter into a Housing Agreement (133 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. 8838**” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734, 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 133 4th Street Limited Partnership with respect to the lands referenced as 133 East 4th Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837” (133 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734).
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 21st day of June, 2021.

READ a second time on the 21st day of June, 2021.

READ a third time on the 12th day of July, 2021.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the ____ day of _____, 20__.

BETWEEN:

133 4TH STREET LIMITED PARTNERSHIP, by its general partner, 133 4TH STREET GP LTD.
2919 Altamont Crescent
West Vancouver, British Columbia,
V7V 3B9

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 141 West 14th Street, North Vancouver, British
Columbia, V7M 1H9

(the "City")

WHEREAS:

- A. The Owner is the beneficial owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$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. DEFINITIONS

- (a) "**Act**" means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) "**Affordable Rent**" means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as established by CMHC's Housing Market Information Portal for the year the tenancy is entered into;
- (c) "**Agreement**" means this agreement as amended from time to time;

- (d) “**Commencement Date**” has the meaning set out in section 2.1 herein;
- (e) “**Council**” means the municipal council for the City of North Vancouver;
- (f) “**CMHC**” means Canada Mortgage and Housing Corporation;
- (g) “**Daycare**” means the daycare to be operated on a portion of the ground floor of the Residential Building;
- (h) “**Director of Planning**” means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (i) “**Dwelling Unit**” means a dwelling unit as defined in the City of North Vancouver’s “Zoning Bylaw 1995, No. 6700” as amended from time to time;
- (j) “**Lands**” means those lands and premises legally described as
- Parcel Identifier: 015-076-873
Lot 10
Block 132
District Lot 274
Plan 878;
- (k) “**Mid-Market Rental Units**” means Dwelling Units that are rented to tenants for Affordable Rent;
- (l) “**Market Rental Units**” means Dwelling Units that are rented to tenants for market rental rates as set by the Owner;
- (m) “**Rental Purposes**” means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) “**Rental Units**” means the Market Rental Units and the Mid-Market Rental Units;
- (o) “**Residential Building**” means the six-storey building to be constructed on the Lands to be used for Rental Purposes with 23 Dwelling Units, of which 20 Dwelling Units will be Market Rental Units and 3 Dwelling Units will be Mid-Market Rental Units;
- (p) “**RT Act**” means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (q) “**Rezoning Bylaw**” means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8837”; and
- (r) “**Term**” has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by Council of “Housing Agreement Bylaw, 2021, No. 8838” (133 East 4th Street Limited Partnership / Integra Architecture Inc., 133 East 4th Street, CD-734, Rental Housing Commitments), (the “**Commencement Date**”) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the “**Term**”).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. USE OF LANDS

- 3.1 The Owner covenants and agrees with the City that during the term of this Agreement, notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- (a) the Lands shall not be subdivided or stratified;
 - (b) the Residential Building shall be used for Rental Purposes only, except for the portion of the ground floor which may be used for the Daycare; and
 - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes.
- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 6 three-bedroom units, 5 two-bedroom units and 12 one-bedroom units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The three Mid-Market Rental Units shall be provided in the following unit mix: two one-bedroom units, and one three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the three Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year tenancy agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

5.1 Without limiting section 3.1 of this Agreement:

- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
- (b) Advertisement: the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;
- (c) Tenant Selection: the Owner will determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested income qualification of a maximum household income determined by multiplying the low-end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. Tenants from the existing rental building on the Lands should be provided first right of refusal in the Mid-Market Rental Units, regardless of income. In determining financial eligibility, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal or upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, 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.

- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 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.
- 6.4 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.
- 6.5 Each party to this Agreement, 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.
- 6.6 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.
- 6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, 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.

7. LIABILITY

- 7.1 Except for the negligence or wilful misconduct 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 by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - (b) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently or in wilful misconduct, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction

respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.

- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.

- 8.2 Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

- 8.3 The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
- (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.

- 8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.

- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 905 of the Act and as such will be binding on the Owner.
- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City: The Corporation of the City of North Vancouver
141 West 14th Street
North Vancouver, British Columbia
V7M 1H9
Attention: Director, Planning and Development
Facsimile: 604.985.0576

133 4th Street Limited Partnership
2919 Altamount Crescent
West Vancouver, British Columbia,
V7V 3B9
Attention: Barry Savage

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may

designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2021, No. 8838".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

9.8 This Agreement can be signed in counterpart.

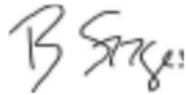
IN WITNESS WHEREOF each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

MAYOR
Linda C. Buchanan

CORPORATE OFFICER
Karla D. Graham

**133 4th STREET LIMITED
PARTNERSHIP, by its general
partner 133 4th STREET GP LTD.**



Authorized Signatory

Barry Savage
Printed Name

Authorized Signatory

Printed Name



Community Wellbeing Strategy



What We Heard

Council Meeting February 7, 2022

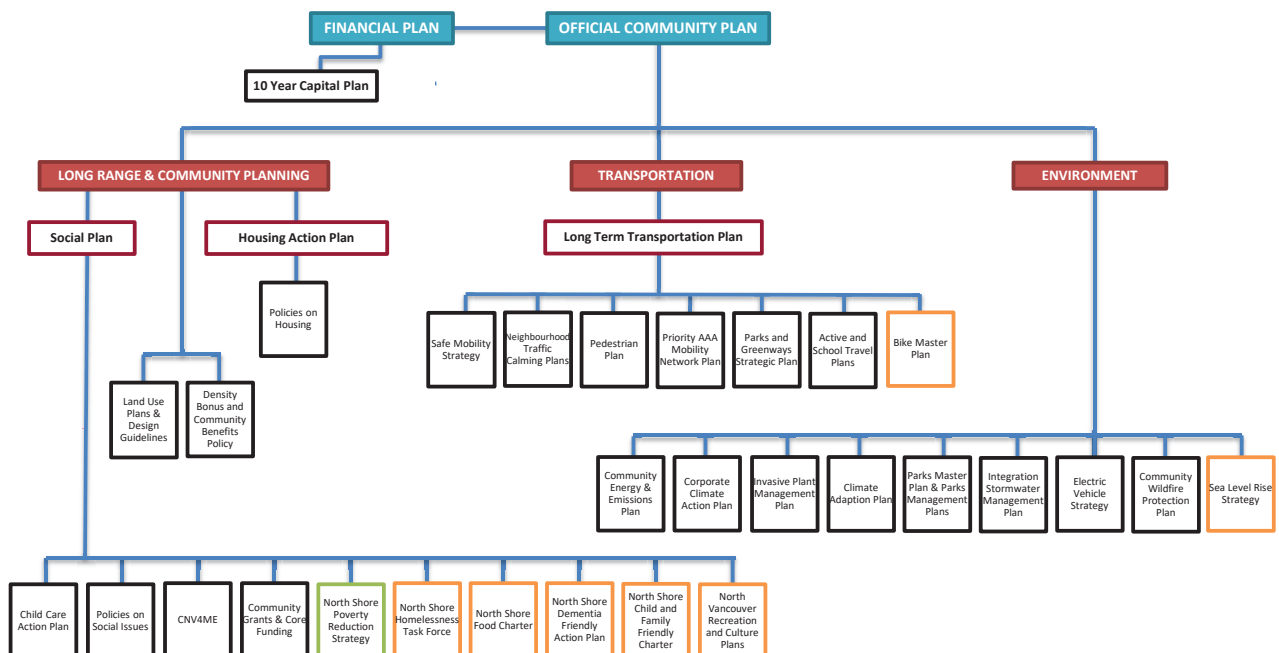
Agenda

1. About the Community Wellbeing Strategy
2. Public Engagement + What We Heard
3. Next Steps



About the Community Wellbeing Strategy

Existing Policy Landscape



A Quartet of Strategies

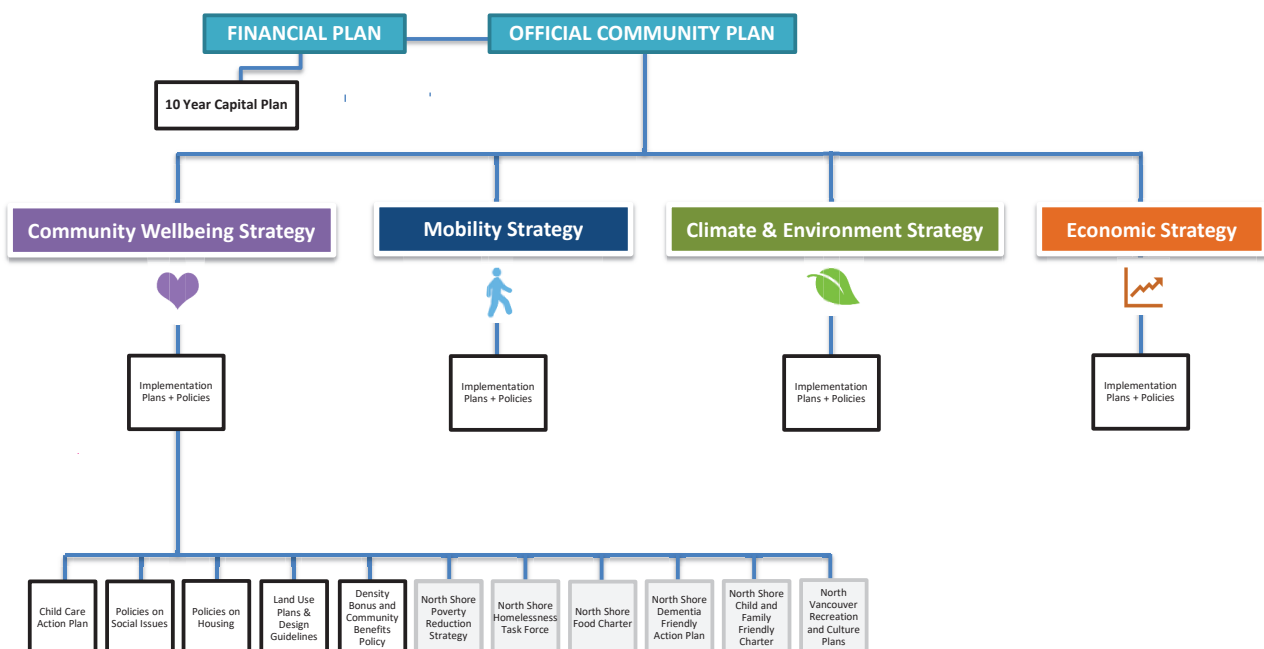


Shared Principles:

We need to take actions that:

1. Improve our collective **health**.
2. Improve our **resiliency**.
3. Increase **equity**.
4. Work towards **reconciliation**.
5. Are **timely**.

Future Policy Landscape



Community Wellbeing Strategy

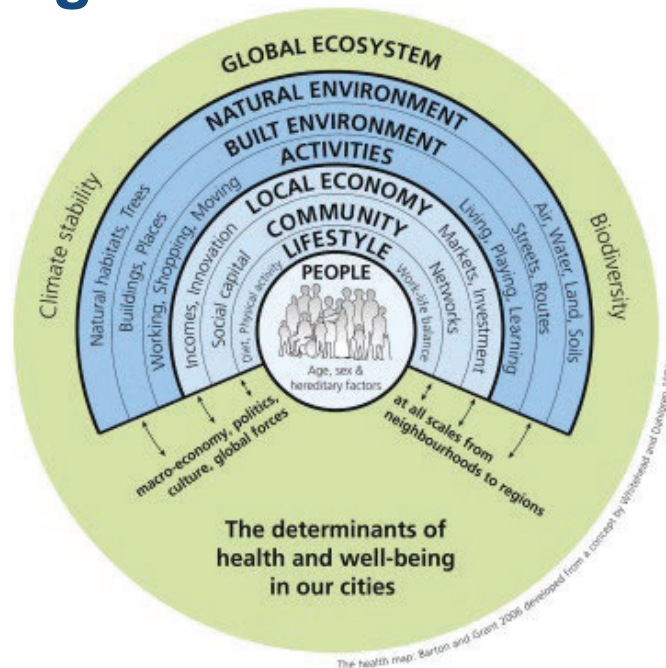
The strategy will serve as a holistic and collective guide / playbook to building a City where everyone belongs.



Defining Community Wellbeing

Community wellbeing is the combination of social, economic, environmental, health, cultural, and political conditions that are essential for individuals and communities to flourish and fulfill their potential.

What Influences Wellbeing?



What Influences Wellbeing?



Childhood experiences



Housing



Education



Social support



Family income



Employment



Our communities



Access to health services

Social Determinants of Health

These are the conditions in which we are born, grow and age, and in which we live and work.

Scope of the Strategy



Community Wellbeing Strategy Framework



Public Engagement + What We Heard

Public Engagement

Intent: *Seek feedback on the draft vision, goals, and strategies*



Project Awareness

- Website & Lets Talk
- Print & Digital Outreach
- Networks Outreach



Broad Public Engagement

- Public Survey
- Information & Survey Guides
- Dedicated Phone & Email



Focused Stakeholder Engagement

- Stakeholder Survey
- Stakeholder Meetings
- School Outreach
- Listening Sessions

Outreach Activities



289 Surveys completed



13 Stakeholder Meetings



1,035 visitors to the City's project webpage and Let's Talk engagement platform



116 Organizations were invited to provide feedback



41,363 total reach through social media activities



200+ people engaged in conversation



1200+ subscribers to the City's CityView e-newsletter



30 University Students involved in CityStudio wellbeing project



60 High School students engaged in wellbeing workshop

What We Heard



289 Surveys completed



67% of respondents felt the vision was right for the community



69% of respondents felt the goals support the needs of the community well or very well



81% of respondents felt the strategies support the needs of the community well or very well

What We Heard

Emerging Themes:

- Overall **positive** feedback – People are keen to get into the Actions
- Benefits of **social connection** and **community spaces**
- Need for more **affordable housing options**
- Importance of community **partnerships** and **collaboration**
- Urgent need to address **climate change**
- Importance of **equity, access, and inclusion**
- Acknowledgment of the need for **supports for vulnerable** populations
- Strong support for **complete neighbourhoods**



Vision + Goals: *Feedback*

ONE VISION
FOR TODAY
AND IN THE
FUTURE

A City where everyone belongs

FOUR GOALS
WE NEED TO
ACHIEVE OUR
VISION

Building a
city of short
distances

Making room
for community

Being an
equitable
city

Repositioning
social
investments

VISION

- Add the word and/or concept of “**thrive**”

GOALS

- Additional **clarification / definition** to Goal 2 and Goal 4



Strategies: Feedback

20 STRATEGIES
TO ACHIEVE
OUR GOALS

HEALTHY DESIGN



- ▶ 15 Minute City
- ▶ Social Design
- ▶ Access
- ▶ Resiliency

HUMAN ESSENTIALS



- ▶ Housing for All
- ▶ Homelessness
- ▶ Food Security
- ▶ Safety
- ▶ Equity + Diversity + Inclusion
- ▶ Reconciliation
- ▶ Mental Health

SUPPORTING PEOPLE



- ▶ Children + Youth + Families
- ▶ Child Care
- ▶ Seniors
- ▶ Poverty Reduction
- ▶ Social Infrastructure + Facilities + Programs

WORKING TOGETHER



- ▶ Advocacy
- ▶ Partnerships
- ▶ Financial Supports + Opportunities
- ▶ Economy for Everyone



Strategies: Feedback

HEALTHY DESIGN



- Greater **climate change and resiliency** actions and integration
- Address **specific geographic areas** that lack services & amenities
- **Social Design** was a confusing name

HUMAN ESSENTIALS



- **EDI and Reconciliation** should be addressed throughout
- Adjust the **Mental Health Strategy** to a broader **Health Strategy**

SUPPORTING PEOPLE



- More **public education** components throughout
- **Social Infrastructure, Facilities, and Programs Strategy** should be more **connected and integrated** with growth, 15 min city, and working together
- More on **intergenerational** planning and programming

WORKING TOGETHER



- **Advocacy** and **Partnership** need to go hand-in-hand
- Emphasis on need for **more sustainable funding**
- Support and prioritize **local business** through **15 min City Strategy**



Next Steps

Next Steps



Developing Actions

Category of Action

Policy Direction

Setting the policy direction for day-to-day work

Planning

New plans or other planning work that is required to support policy or projects

Projects

Projects that are defined and can be implemented

Nature of Action

Recommitted Actions

Actions from existing CNV community planning policy and plans that continue to be relevant.

Refined Actions




Actions that have been introduced in the past that require adjustment.

New Actions

Actions that are new and necessary to meet goals of the Community Wellbeing Strategy

Thank you.



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

INFORMATION REPORT

To: Mayor Linda Buchanan and Members of Council

From: Renee de St. Croix, Manager, Long Range and Community Planning

Subject: **COMMUNITY WELLBEING STRATEGY – WHAT WE HEARD AND NEXT STEPS UPDATE**

Date: January 26, 2022 File No: 10-5080-20-0003/1

ATTACHMENTS

1. Information Report – Community Wellbeing Strategy Update – Preliminary Vision, Goals, and Strategies (CityDocs [#2098953](#))
2. Community Wellbeing Strategy – What We Heard Report (CityDocs [#2140704](#))

PURPOSE

The purpose of this report is to provide Council with an overview of the activities and outcomes of the public engagement on the draft framework, which included the draft vision, goals, and strategies, for the City's *Community Wellbeing Strategy*.

DISCUSSION

The City of North Vancouver is developing a *Community Wellbeing Strategy* to address and plan for the services, resources, amenities, activities, and places that will support residents in living healthy, happy, and fulfilled lives. The *Strategy* will serve as a guide or “playbook” for how we make decisions about social infrastructure and community planning over the next 10 years.

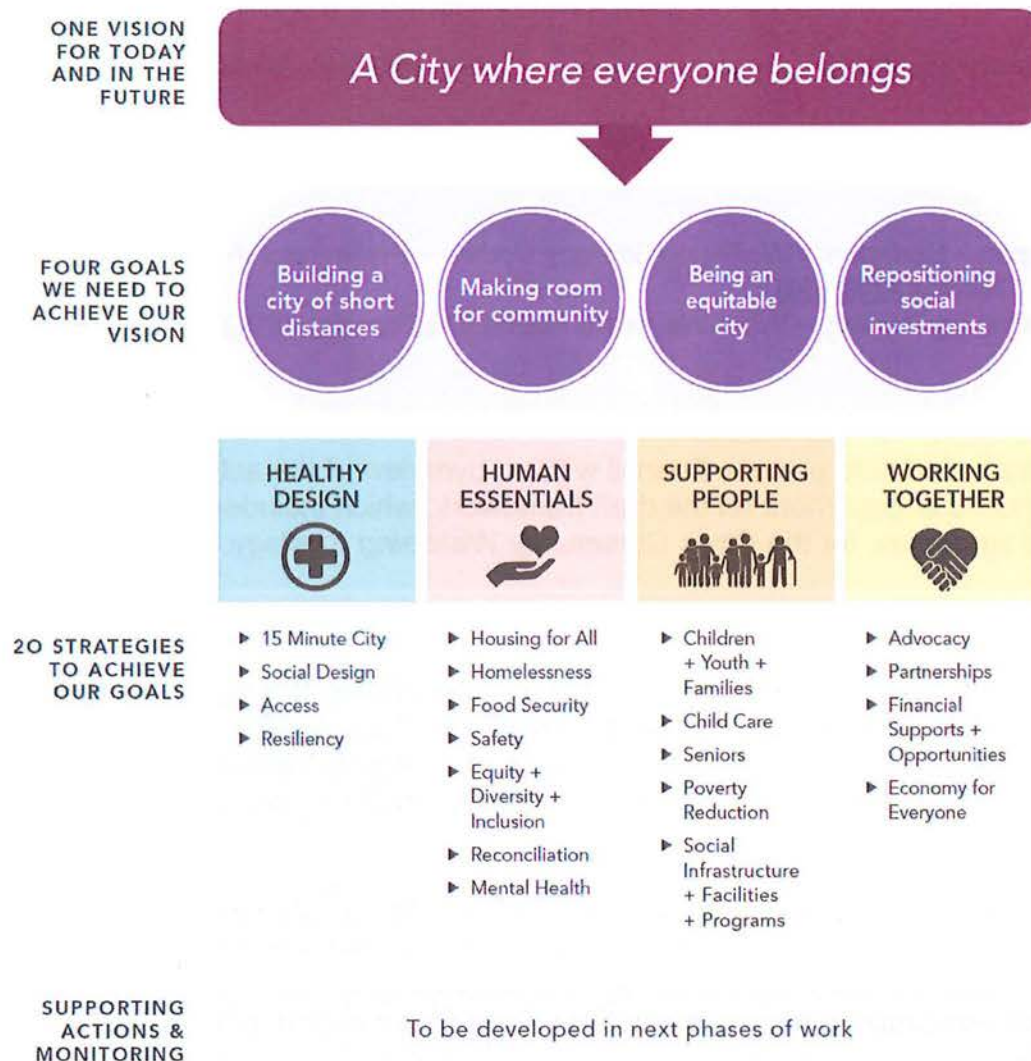
The new *Community Wellbeing Strategy* will replace the City's *Social Plan* developed in 1998. While we have achieved many goals set in that Plan, we recognize that our community and the world around us is evolving. Our community is facing a number of challenges – some are global in nature, many are unique to our region, and others are specific to the City.

A new *Strategy* is needed to provide direction, support decision-making, and manage change in this context of varying local needs, shifting demands, limited resources, and increasingly complex issues.

INTENT OF ENGAGEMENT

The intent of the public engagement was to seek feedback on the draft framework for the *Community Wellbeing Strategy*. The draft framework outlines early ideas for a vision, goals, and set of strategies. It was developed based on current trends and best practice research, along with a review of existing plans and policies, and initial community input from the 2018-2019 *You, Me, Us* process. For more information on the details and development of the draft framework see the June 30, 2021 Information Report (Attachment 1).

Draft Framework



ENGAGEMENT PROCESS

Public engagement occurred over a six week period from September 22, 2021 to November 5, 2021.

The engagement objectives were to:

- Reach a broad and diverse range of community members and local stakeholders
- Raise awareness of social issues and opportunities
- Offer a variety of engagement formats to make it easy and accessible to participate
- Encourage respondents to provide feedback through an empathy and equity lens (i.e. consider the needs of the whole community and most vulnerable residents)
- Gather feedback on the preliminary vision, goals, and strategies
- Seek initial input and ideas to help inform the development of the actions
- Build upon relationships with community agencies and partners

A variety of engagement activities and tools were used to maximize outreach to the general public and community stakeholders and receive feedback. An overview of the activities and outcomes is provided in Figure 1.

Figure 1: Overview of Engagement Activities



Due to the COVID-19 pandemic and the ongoing social distancing requirements of the Provincial government, engagement activities were predominately held virtually. Print materials were made available at City Hall and the City Library, and smaller in-person meetings were scheduled upon request. Staff made every effort to collect feedback and have discussions in formats that were most comfortable and accessible to support people who wanted to participate and engage in the project.

WHAT WE HEARD

Overall, the public engagement was very positive. People were keen to share ideas for actions and to see the draft *Community Wellbeing Strategy* in the next stage. Feedback highlighted both the importance and the ambitiousness of the framework, and the possibilities this will create for the City and its residents.

Staff have prepared a detailed *What We Heard Report* (Attachment 2), which will be shared with the public through the dedicated project webpage and Let's Talk platform.

Emerging Themes and Areas of Interest:

The following represents key themes that emerged through the feedback received:

- Feedback was positive and people are keen to get into developing the actions.
- The importance and many benefits of strong social connections and the need to develop more community spaces and opportunities for interaction.
- Strong community desire for more affordable housing options.
- Building and improving upon community partnerships, local businesses, and non-profit relationships that deliver key services and supports.
- The urgent need to consider and address the impacts of climate change in relation to our collective wellbeing.
- The importance of equity, access, and inclusion in all areas of wellbeing.
- Acknowledgment of the need for greater supports for most vulnerable residents.
- There are a wide range of factors that contribute to and influence individual and community health and wellbeing.
- A desire for neighbourhoods to be more walkable with easy access to amenities and supports, and a greater range of activities.

Feedback Received on the Draft Framework

The survey provided quantifiable feedback to determine whether the Draft Framework was meeting the needs of the community. Figure 2 shows the overview of the survey responses. However, in addition to the survey, staff received written and verbal feedback throughout the process that provided additional context, edits, adjustments, questions, and new ideas for the Draft Framework, which are detailed in Attachment 2.

Figure 2: Survey Responses



NEXT STEPS

The feedback received through the public engagement is being used to further refine the draft vision, goals, and strategies for the *Community Wellbeing Strategy*. The anticipated changes to the framework, based on what we heard, will focus on:

- Adding the concept of “thrive” to the vision in order to speak to broader equity and the opportunity to flourish. For example, it was felt that it was not enough to be “a city where everyone belongs”, but rather that we build “a city where everyone belongs and has the opportunity to thrive”.
- Providing further clarification and definition to the goals, which will likely result in a reduction from four goals to three, thereby reducing overlap, improving plain language, and focusing the intent.
- Refining and reducing the number of strategies to decrease overlap and support greater integration of key subject areas. For example, this will include ensuring that actions related to equity, inclusion, diversity, and reconciliation are throughout the document in all subject areas rather than singular strategies.

The input from the consultation will also facilitate the more detailed development of the actions, implementation plan, and monitoring for the creation of the draft *Community Wellbeing Strategy*.

Going forward, staff will continue to report back and provide information to Council and Committees on the progress of the draft *Strategy* for input and direction. It is anticipated that the draft *Strategy* will be brought forward to Council and shared through another round of public engagement in Spring 2022.

RESPECTFULLY SUBMITTED:



Renee de St. Croix
Manager, Long Range and Community
Planning



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

INFORMATION REPORT

To: Mayor Linda Buchanan and Members of Council

From: Renee de St. Croix, Manager, Long Range and Community Planning

Subject: COMMUNITY WELLBEING STRATEGY UPDATE – PRELIMINARY
VISION, GOALS, AND STRATEGIES

Date: June 30, 2021 File No: 10-5080-20-0003/1

ATTACHMENTS

1. Detailed Summary of Preliminary Strategies (CityDocs [#2069657](#))

PURPOSE

This report provides an overview of the scope and process for the *Community Wellbeing Strategy*, as well as the preliminary framework for the *Strategy*. Staff will be proceeding with public and stakeholder input and feedback on the framework, which includes the preliminary vision, goals, and strategies for the *Strategy*. The intent of the consultation is to confirm that the preliminary framework reflects the needs and values of the community at-large and to provide opportunities for input and feedback on ideas that would be used to support the *Strategy* development through the remainder of 2021.

BACKGROUND

Through the *Council Strategic Plan*, staff were directed to create new *Mobility*, *Community Wellbeing*, and *Environment* strategies. The strategies are being developed in a coordinated manner with one another and with the *Economic Investment Strategy*.

The three strategies share the following set of principles to guide decision-making:

1. **We need to take actions that improve our collective health:** We will prioritize actions that increase our sense of connection to each other and the natural world, while making it easier to meet daily needs.
2. **We need to take resilient actions:** We will prioritize proven, people-focused actions that increase the likelihood we will achieve our goals, even in dramatically changing circumstances.

3. **We need to take equitable actions:** We will prioritize actions that remove barriers that make it harder for some people to connect to each other and to opportunities than others.
4. **We need to take timely actions:** We will prioritize actions that will allow us to move quickly, recognizing the steps we take today will impact our abilities into the future.

The principles provide a framework to weigh trade-offs and set implementation priorities through the City's *Annual Financial Plan* and *Corporate Business Plan*.

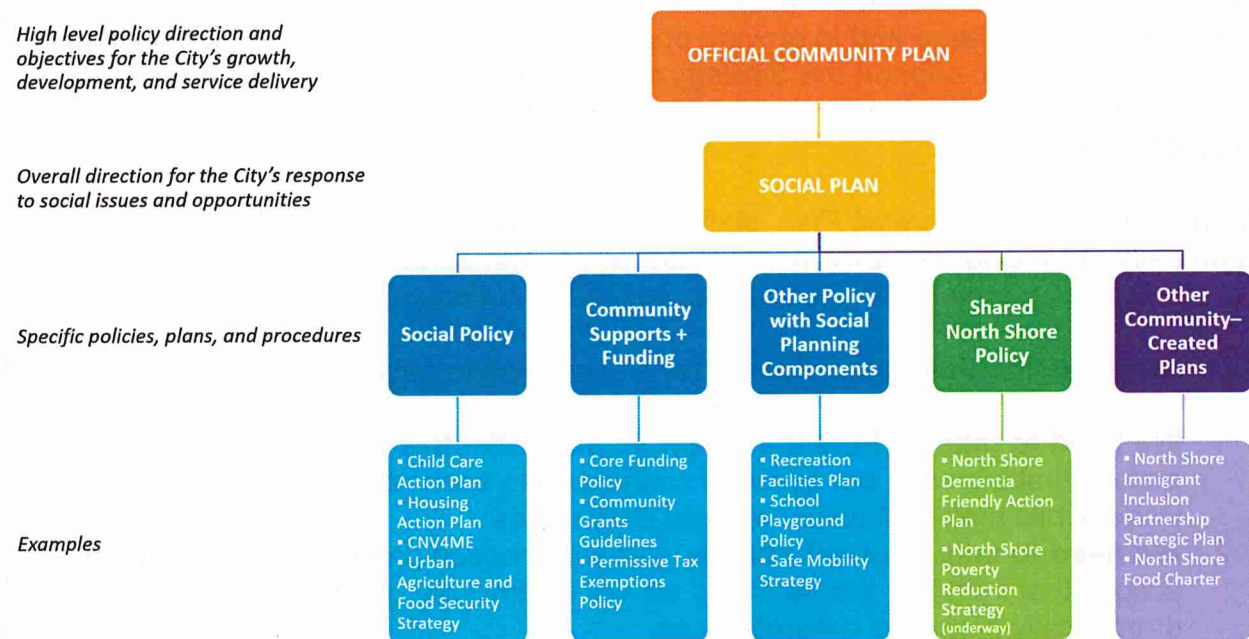
The new *Community Wellbeing Strategy* will supersede the 1998 *Social Plan* with a modernized approach to social planning policy and action, including consolidating and updating past policies and creating a simplified, action-oriented policy framework for the next 10 years.

Existing Social Planning Framework

The City's overarching direction and objectives for growth, development, and service delivery are defined in the City's *Official Community Plan (OCP)*. Chapter 3 of the OCP focuses on community wellbeing, recognizing that the ability of any community to support its members and enable them to thrive involves the presence of physical infrastructure as well as strong community connections and social networks.

The *Social Plan* (1998) was created as a framework to focus social planning work, as well as City programs and initiatives to respond to community issues. The Goals and Objectives acknowledged the challenges facing the City as well as opportunities for the City to work together with individuals and community groups to improve quality of life. The objectives of the Social Plan are implemented through a range of supporting policy, action plans, regulations, guidelines, programs, and initiatives, as illustrated in Figure 1.

Figure 1: Current Hierarchy of Key Plans and Policies



Social planning is a process that involves working together with community members to address social issues and build healthy communities. The City's social planning work program is comprised of four areas of work and illustrated in Figure 2:

Figure 2: Social Planning Work Program

Social Planning Work Program			
Policy + Planning	Community Collaboration	Implementation	Liaison + Advocacy
<ul style="list-style-type: none"> • identify and develop policy • engage with the public, stakeholders, and social sectors • integrate social planning objectives in community projects, development and with other policy initiatives • research and analyze social issues 	<ul style="list-style-type: none"> • support and participate in multi- agency groups that work on community issues together • support non-profits, agencies, and organizations in the delivery of activities, programs, and services • build partnerships 	<ul style="list-style-type: none"> • identify and develop social infrastructure • work with development applicants to provide amenity spaces • promote social initiatives • implement social programs and projects • secure and/or provide funding 	<ul style="list-style-type: none"> • liaise with external agencies, stakeholders, senior levels of government, and others • work with other local jurisdictions on issues, projects, and initiatives that are cross-jurisdictional • advocate to senior levels of government to support community needs

It is important to acknowledge the complicated landscape of roles and responsibilities involved in our social and community services in the City. The layering of jurisdiction and provision includes the City, the North Shore Sub-Region, Metro Vancouver, the Province, and the Federal Government, as well as the business community, and non-profit and for-profit community organizations. Depending on the subject area, one or many of these bodies may be involved in collaborating and delivering on the goals and objectives of the City's *Social Plan*.

Context for a New Plan

While the *Social Plan* has been instrumental in implementing and supporting numerous policies, actions, and initiatives in the City, much has changed over the 20+ years since its adoption. Evolving best practices, changing local and regional needs, shifting demands, limited resources, and increasingly complex issues require a new framework to provide direction, support decision-making, and manage change both as it happens and to shape it through visioning and planning for the future.

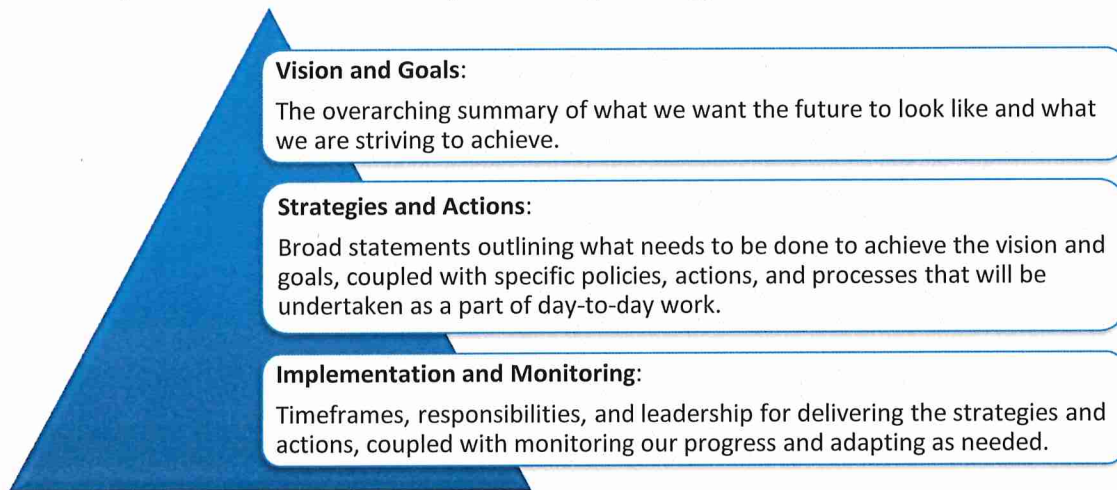
A new *Community Wellbeing Strategy* is an opportunity to prepare and respond to the challenges ahead, consider innovative and holistic approaches, study a wide range of solutions, coordinate investments, and achieve multiple goals and objectives in alignment with the community's values and desires. It will help to guide decisions related to policies, priorities, programs, and services in the municipality, and empower the City to take a lead role in supporting effective collaboration between the public sector, not-for-profit sector, and business sector to maximize quality of life for residents.

DISCUSSION

Scope of the New Strategy

The new *Community Wellbeing Strategy* will establish a comprehensive and modernized framework for decision-making to address current needs and future opportunities and challenges. It will be organized around the following components:

Figure 3: Components of the Community Wellbeing Strategy



The new *Strategy* will include the following considerations:

1. Defining Community Wellbeing: The individual and community experience of wellbeing is shaped by access to resources and exposure to challenges. For the purposes of this strategy:

Community wellbeing is the combination of social, economic, environmental, health, cultural, and political conditions that are essential for individuals and communities to flourish and fulfill their potential.

The importance of this definition is that it recognizes that community wellbeing is multi-faceted, but in its simplest form, it is about health, happiness, quality of life, and everyone being able to reach their potential. Using this definition recognizes the deep connections between the social, economic, environmental, and built form components of city-building and will enable a holistic and comprehensive view to how we undertake the “social” planning components in the future.

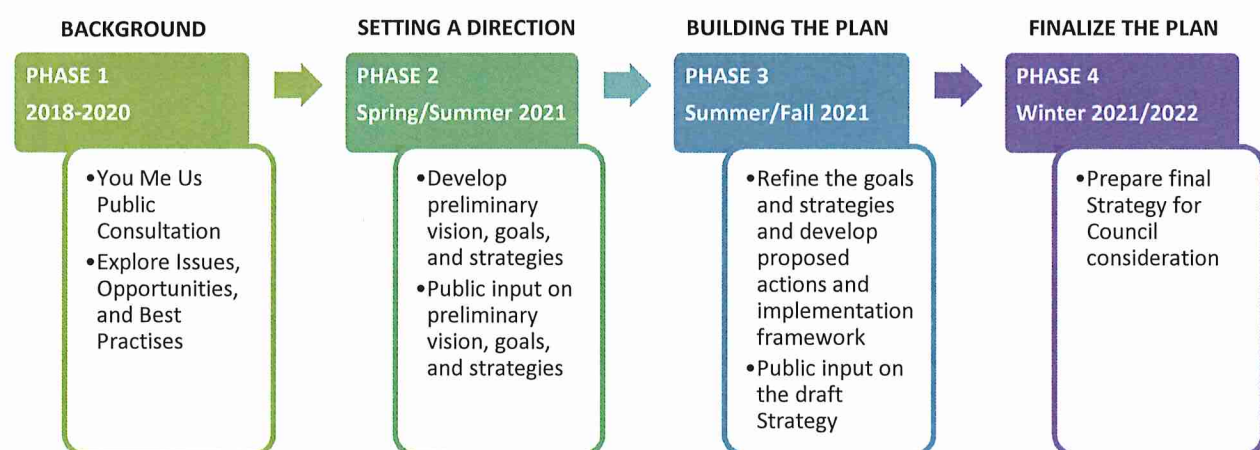
2. Shifting Focus from Plan to Playbook: The new *Strategy* will take the form of a “playbook” rather than a traditional plan document. Similar to a sports playbook, it will contain a collection of “plays” (actions, policies, processes, and criteria) that provide practical guidance in areas that directly impact performance or outcomes. It will be used to set and readily communicate expectations and guide decision-making while remaining nimble to changing conditions within an evolving context. It will provide the City with a clear framework to weigh trade-offs and set implementation priorities through the City’s *Financial Plan* and *Corporate Business Plan*.

3. Shifting Focus to the Near-Term: The planning horizon for this new *Strategy* is intended to be approximately 10 years. This recognizes that we are in a continual state of change and that our strategies and actions need to be both flexible and resilient to ensure progress towards the desired outcomes. This also provides clarity on the roles and responsibilities between the City's *Official Community Plan* (longer term) and the trilogy of *Strategies* (focused near term).
4. Building on Experience: The *Community Wellbeing Strategy* will supersede the *Social Plan* and will become the first point of reference for decision-making related to the social planning components of city-building. The strategy will consolidate, integrate, and update relevant directions from existing plans, policies, and processes; provide references to additional documents for detail or further information; and provide new direction and actions to address current and future needs.
5. Monitoring and Measuring Progress: The *Community Wellbeing Strategy* will include indicators, where possible and appropriate, to manage expectations and measure progress. What we measure shows what we care about, and signals what we intend to act on. However, it is important to note that not everything that counts can be easily counted so qualitative or other forms of understanding our progress will be considered where required. Monitoring and measuring progress will enable the City to recognize challenges early and enable the ability to adjust as needed.

Timeline and Activities

The development of the *Community Wellbeing Strategy* is following a multi-phase approach as outlined in Figure 4, with Council consideration at all phases.

Figure 4: Strategy Development Phases and Timeline



- **Phase 1:** This project initially began in 2018. Due to a variety of unforeseen challenges, including the COVID-19 pandemic, it has been delayed. This delay has resulted in the *Community Wellbeing Strategy* being aligned in timing with the *Mobility* and *Environment Strategies* which allows for the Strategies to be more closely aligned and considered in conjunction with one another. The

supportive work in this Phase forms the background information and current situation analysis required to move the *Strategy* forward.

- **Phase 2:** Using the consultation outcomes from the You, Me, Us process, as well as the outcomes from a number of current processes; on-going discussions through regular outreach with community tables and committees; surveys of North Shore Social and Community Service agencies about their organizations' and clients' needs during the pandemic; and, a best practices review, staff have focused on developing the preliminary vision, goals, and strategies that will form the foundation of the new *Strategy*. The intent is to use them as a basis for public input and discussion, as described in this report.
- **Phase 3:** This phase of the project will involve using the public input obtained in Phase 2 to confirm or refine the preliminary vision, goals, and strategies and develop supporting actions and an implementation framework. A Council workshop in the fall would allow an opportunity to provide direct input and feedback on the development of the draft *Strategy*. The Phase 2 work will be compiled into a draft *Community Wellbeing Strategy* document to be presented to Council and serve as the basis for public input in late Fall 2021.
- **Phase 4:** This phase of the project will involve using the public input obtained in Phase 3 to finalize the *Community Wellbeing Strategy* and present it to Council for consideration by the end of 2021 / early 2022.

Phase 2 Public Consultation Approach

The purpose of Phase 2 public consultation is to introduce the *Community Wellbeing Strategy* to the community and seek input to confirm whether the preliminary vision, goals, and strategies are aligned with the values and priorities of the community at-large. The input collected through this phase will be used by staff to refine and adjust the preliminary vision, goals, and strategies and proceed with developing supporting actions and implementation framework.

The engagement is intended to be similar to Public Consultation for the *Mobility Strategy*. It will be undertaken in two forms:

- The **targeted stakeholder engagement** includes meeting with a variety of community tables, committees, organizations, partners, and other groups to garner more detailed feedback, specific to these groups' areas of interest, as well as the broader *Strategy*.
- The **broader public consultation** will seek to reach a wide audience, raise awareness of existing social planning activities, policies, and programs, discuss issues and opportunities, gain a better understanding of public opinion on key issues, acknowledge and build upon existing partnerships, and build awareness of the new *Strategy*.

Consultation on the preliminary goals will focus on understanding what is important to people and what suggestions they may have for refining the goals. Consultation on the

preliminary strategies will focus on understanding whether we have captured the right strategies, what is missing, ideas for actions to deliver on each strategy, and what considerations or potential impacts should be considered.

Due to on-going COVID-19 public health restrictions and considerations, staff anticipate needing to primarily utilize online and digital consultation in Phase 2. The following is a description of consultation tools for public consultation:

- Website and Survey: A dedicated project website on the City's "Let's Talk" page will contain all project information, resources, and survey. The survey will allow participants to provide input on as many or as few items as they choose.
- Discussion Guide: A plain-language discussion guide will outline the preliminary vision, goals, and strategies, and provide context such as statistics, issues, opportunities, and challenges to further define and explain each component.
- Social Media and Other Notices: Information and advertisements will be published via the City's social media platforms and other digital and print media to ensure the public is advised of the process and the available methods of providing input and direct the public to information sources, such as the website.
- Stakeholder Meetings: Staff will host virtual stakeholder meetings to provide information about the *Strategy* and gather in-depth feedback and perspectives.

In addition to the above, staff will undertake additional activities or meetings as needed, within the COVID-19 protocols, to achieve a robust public consultation. Factsheets, presentations, posters/boards, questionnaires, videos, or other illustrative materials may be created to facilitate the communication of information and support feedback.

Staff will make hard copies of the survey and discussion guide available for those who are not able or not comfortable with accessing online content.

Staff have also engaged with and received input from the Advisory Planning Commission and the Social Planning Advisory Committee. Staff will continue to engage with these advisory bodies throughout the remainder of the *Strategy* development process.

Following the conclusion of Phase 2, Council will receive another information report summarizing the feedback, outcomes, and next steps in Fall 2021.

The public consultation window is anticipated to run mid-July to mid-September 2021, with flexibility to adjust as needed.

Approach to Developing the Preliminary Vision, Goals, and Strategies

The development of the preliminary vision, goals, and strategies for the *Community Wellbeing Strategy* considered a wide range of inputs and information including:

- A review of existing plans, policies and programs relevant to wellbeing;
- An assessment of current conditions and emerging trends;
- An analysis of gaps and challenges;

- A review of best practices and the social determinants of health; and,
- Common themes arising from resident and stakeholder feedback on their experiences in the City.

Preliminary Vision, Goals, and Strategies

The framework for the preliminary vision, goals and strategies for the *Community Wellbeing Strategy* is outlined in Figure 5.

Figure 5: Community Wellbeing Strategy Framework “At-a-Glance”



About the Vision

The preliminary vision for the new *Strategy* is:

“A City where everyone belongs.”

The vision is intended to recognize that the City is becoming increasingly diverse and must serve a complex constellation of needs. Furthermore, it acknowledges that people have different feelings, beliefs, values, and ideas in how they participate in civic and community life. Belonging reflects a person’s connectedness to a social, spatial, cultural, professional, or other type of group or a community. Building a City where everyone belongs is the idea for a commitment to progressing health, happiness, potential, and quality of life for everyone.

About the Goals

The vision is supported by four preliminary overarching goals, as outlined in Table 1. The goals express, at a high level, what we are striving to achieve.

Table 1: Preliminary Goals

Goal	Why is this important?
<p>1. Building a City of Short Distances</p> <p><i>We are a City that connects people with each other and with day-to-day needs closer to where we live.</i></p>	<p>Living in neighbourhoods that offer affordable and suitable housing close to convenient local opportunities to shop, play, work, access greenspace, and make social connections is beneficial for many aspects of wellbeing. People are more likely to use less energy dependent ways to meet their needs. Those who feel strongly connected to their neighbourhoods are healthier in many ways: 2.6 times more likely to report good physical health and 3.2 times more likely to report good mental health. Neighbourhoods with a balanced, compact mix of uses allow people to live more sustainably, support local economies, and contribute positively to our social determinants of health.</p>
<p>2. Making Room for Community</p> <p><i>We are a City that provides strong and supportive social infrastructure, including places, spaces, programs, and partnerships.</i></p>	<p>Places to come together are the foundation of a sustainable, resilient community. Yet, in a 2018 local survey, 55% of City respondents said they need better access to supports to help them overcome challenging issues. Providing a welcoming and wide-ranging network of social infrastructure plays an important role in meeting residents' varied needs. Making both physical and social room for community further supports equity and inclusivity in the community, which is particularly important for those facing social and economic challenges related to affordability and cost.</p>
<p>3. Being an Equitable City</p> <p><i>We are a City that is shaped by a diverse and inclusive representation of voices, experiences, and contributions.</i></p>	<p>An equitable city includes and supports the principles of democracy, diversity, and justice in action. It is intended to enable fair and equal opportunities to space, goods, services, rights, power, and democracy. The process and pathway towards achieving equity is through building inclusivity, equality, and diversity into all systems of the City. It is the removal of barriers and biases such that everyone has the opportunity to reach their potential and enjoy a good quality of life.</p>
<p>4. Repositioning Social Investments</p> <p><i>We are a City that sees the provision of social infrastructure as an investment with excellent returns and public cost savings.</i></p>	<p>The City's social infrastructure – the facilities, services, institutions, and programs that help individuals, families, groups, and communities meet their social needs and maximize their potential – is one of our great assets. Rather than simply being seen as a cost, investments in social infrastructure, including preventative programs and assistance, have long term financial value and public cost savings, as well as positive economic development and quality of life outcomes.</p>

About the Strategies

The preliminary strategies are the broad statements that provide direction towards achieving the goals. There are 20 preliminary strategies that are organized under four themes or chapters:

- A. Healthy Design:** Creating places and spaces that are designed to support physical and mental health and resiliency.
- B. Human Essentials:** Prioritizing essential needs relating to suitable and affordable housing, sufficient healthy food, equitable opportunities, health, and safety.
- C. Supporting People:** Creating resources and opportunities in the City that enable people to improve their wellbeing in ways that are responsive to their individual needs and experiences.
- D. Working Together:** Developing a network of partnerships and support to achieve the City's objectives together.

Table 2 below outlines each preliminary strategy. They are intended to generate discussion through the public consultation, where the results will be used to refine, edit, revise, and/or focus the draft strategies.

For a detailed summary of the community wellbeing strategies, see Attachment #1. It includes tables that outline each preliminary strategy, why they are important, and examples of possible ideas for actions that the City or our partners could take to support or implement the strategy.

Table 2: Preliminary Strategies

TOPIC	STRATEGY
HEALTHY DESIGN <i>Creating places and spaces that are designed to support physical and mental health and resiliency.</i>	
15 Minute City	Create a 15 minute city with healthy, connected, and inclusive neighbourhoods where daily needs are within a short walk, bike or transit ride.
Social Design	Grow opportunities for community connection and inclusion by incorporating social design provisions into the development of public and private spaces so they function as social places .
Access	Enable and improve physical, locational, and financial access so that all residents are comfortable participating in civic life.
Resiliency	Build neighbourhood capacity and resiliency to strengthen community response to adversity.

HUMAN ESSENTIALS <i>Prioritizing essential needs relating to suitable and affordable housing, sufficient healthy food, equitable opportunities, health, and safety.</i>	
Housing for All	Improve the diversity and affordability of housing by enabling a greater variety of homes of all types, sizes, and tenures.
Homelessness	Work proactively with partners to enhance services for the homeless population and move towards a model of support based on permanent housing as a foundation for addressing complex needs.
Food Security	Improve the accessibility, affordability, and coordination of the food system and access to healthy food by collaborating with partners on creative and strategic projects in the City.
Safety	Increase safety and the feeling of safety for all, with a particular focus on improving the wellbeing of people who experience bias, discrimination, and vulnerability.
Equity + Diversity + Inclusion	Cultivate a City that is engaged, equitable, and inclusive , where diversity is not only welcomed and celebrated, but is also a City commitment.
Reconciliation	Value, foster, and develop strong relationships with Indigenous members of the community and surrounding nations to work towards reconciliation .
Mental Health	Promote improved mental health for all by embedding consideration of mental health into municipal services and policies, and by actively supporting initiatives, strategies, and organizations that positively affect mental health outcomes.
SUPPORTING PEOPLE <i>Creating resources and opportunities in the City that enable people to improve their wellbeing in ways that are responsive to their individual needs and experiences.</i>	
Children + Youth + Families	Support families in the City with family-friendly community design, housing and transportation options, employment, child care, social opportunities, and community services.
Seniors	Support the needs of our diverse seniors population by improving our age friendly city and fostering seniors active role, contributions, and participation in civic life.
Child Care	Improve the accessibility, affordability, and quality of childcare in the City by collaborating with partners, creating new spaces, and advocating for the community's needs.
Poverty Reduction	Assist with the mitigation of the impacts of poverty while providing a supportive environment to help people move out of poverty .

Social Infrastructure + Facilities + Programs	Enhance and expand social infrastructure to meet a range of community needs and program uses , bring people together, and support the social and cultural fabric of the City.
WORKING TOGETHER <i>Developing a network of partnerships and support to achieve the City's objectives together.</i>	
Partnerships	Build equitable and supportive partnerships with senior levels of government, First Nations, the business community, non-profit organizations, and other stakeholders to ensure that the diverse and changing needs of the community are met.
Advocacy	Champion and advocate to senior levels of government to provide support, funding, regulations, policy, and projects that meet community needs and enhance quality of life.
Financial Supports + Opportunities	Act as an engaged partner with non-profit, social, and community agencies in working towards outcomes that benefit community wellbeing and prioritizing areas of key need through support, funding, space, and other resources .
Economy for Everyone	Shape growth and investment to focus on social priorities alongside economic and commercial priorities, enabling individuals and communities to prosper, share in the benefits of growth , and build resilience.

Additional Content Considerations

A number of the strategies above relate to larger areas of focus with significant ongoing work, such as housing, poverty reduction, and equity, diversity, inclusion, and reconciliation. These have been incorporated into the *Community Wellbeing Strategy* to ensure a holistic and comprehensive approach, recognizing that the role of the *Strategy* for these bigger and/or more complex policy areas is to set out key directions.

Housing

The Housing Needs Report (anticipated completion December 2021) will identify existing and projected gaps in housing supply to better understand what kind of housing is most needed in our community over the next 5 – 10 years. These statements about key areas of need will serve to further refine the housing actions within the *Community Wellbeing Strategy* during Phase 3. The actions will then set a clear direction for needed updates to the requirements, regulations, and incentives that govern housing supply to ensure that all new housing development is aligned towards common objectives and contributes to addressing housing needs across the continuum.

Equity, Diversity, Inclusion, and Reconciliation

The City is about to undertake an Equity, Diversity, Inclusion, and Reconciliation Action Plan. With Council's recent direction on Equity, Diversity, Inclusion and Reconciliation (EDIR), the City has taken an important step forward in prioritizing

this work. By including this in the *Community Wellbeing Strategy*, as well as applying these lenses to all areas of the work, we acknowledge their importance and set a clear direction to further equity, diversity, inclusion, and reconciliation in the City.

Child Care

In December 2020, the City approved the Child Care Action Plan. In May 2021, Council resolved to further accelerate coordination and increase after school care spaces. Within the *Community Wellbeing Strategy*, child care is an important component. The strategy will highlight the key direction and key actions from earlier work, with the potential to add new actions if required.

Social Infrastructure + Facilities + Programs

Social infrastructure (facilities and services) helps people meet their social needs, maximize their potential, and enhances community wellbeing. Within this subject area certain components have been studied and plans are in place, such as recreation, however other areas are less developed. The *Community Wellbeing Strategy* will include a holistic view to defining priorities and investments and setting actions to improve and expand the City's social infrastructure.

Financial Supports + Opportunities

A critical implementation tool in the City is the support we provide to non-profits and community organizations who deliver programs and services. The City provides support, funding, space, and other resources. Through the *Community Wellbeing Strategy*, innovative and new ways of working together will be considered.

In addition to the above, work on the *Mobility Strategy*, *Environment Strategy*, and *Economic Investment Strategy* will also have key inputs and impacts for the *Community Wellbeing Strategy*.

NEXT STEPS

Staff will undertake the public consultation, as outlined above, report back with results of the input and feedback and will refine, revise, and edit the preliminary vision, goals, and strategies accordingly. Staff will also begin to draft the actions and the implementation strategy and report back to council with a *Draft Community Wellbeing Strategy* document to be used as the basis for further public input. Throughout the process, staff will continue to meet with committees and Council at important milestones and/or as key content issues and opportunities arise.

FINANCIAL IMPLICATIONS

There are no financial implications at this time. However, future budget processes will be reorganized around the desired outcomes and projects outlined in the *Community Wellbeing Strategy*. Future budget requests will be brought forward for Council consideration to advance the initiatives and outcomes of the *Strategy*.

INTER-DEPARTMENTAL IMPLICATIONS

The *Community Wellbeing Strategy* will establish new policy direction and supportive actions that will require collaboration across City departments. As such, the preliminary vision, goals, and strategies were developed with input from representatives from various City departmental teams. In addition, the preliminary vision, goals, and strategies were reviewed by the City's Policy and Projects Team and Leadership Team.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The *Community Wellbeing Strategy* is intended to support and build upon the key social and community related objectives and policies in the City's *Official Community Plan* (2014), with particular emphasis on Chapter 3 Community Wellbeing. The *Strategy* is also intended to support the vision and all five priorities of the 2018-2022 Council Strategic Plan, with emphasis on the "City for People" priority.

RESPECTFULLY SUBMITTED:



Renee de St. Croix
Manager, Long Range & Community
Planning

DETAILED SUMMARY OF PRELIMINARY STRATEGIES

About the Strategies

The preliminary strategies are the broad statements that provide direction towards achieving the goals. There are 20 preliminary strategies that are organized under four themes or chapters:

- A. Healthy Design:** Creating places and spaces that are designed to support physical and mental health and resiliency.
- B. Human Essentials:** Prioritizing essential needs relating to suitable and affordable housing, sufficient healthy food, equitable opportunities, health, and safety.
- C. Supporting People:** Creating resources and opportunities in the City that enable people with different needs to improve their wellbeing.
- D. Working Together:** Developing a network of partnerships and support to achieve the City's objectives together.

The table below outlines each preliminary strategy, why it is important, and examples of ideas for actions the City or our partners could take to support or implement the strategy. They are intended to illustrate each preliminary strategy and generate discussion during the public consultation. The results of the public input will then be used to refine, edit, revise, and/or focus the draft strategies and start to develop the draft actions and implementation approach.

The example actions to support delivery of the vision, goals and strategies were generated from existing actions, identified gaps, best practice review, and stakeholder feedback. At this stage of developing the *Strategy*, all identified actions are indicative only and will be further added to, refined, reduced, and/or consolidated in subsequent stages of *Strategy* development. The actions will be drafted as a part of Phase 3 and will be based on the public and stakeholder input received as well as consideration for the resources required, our ability to achieve them, and their effectiveness in responding to and implementing the vision, goals, and strategies. In addition, they will be measured against the principles (health, resiliency, equity, timeliness) that align all three strategies (*Community Wellbeing*, *Environment*, and *Mobility*) as a part of the decision making framework.

Table 1: Summary of Community Wellbeing Strategies

HEALTHY DESIGN <i>Creating places and spaces that are designed to support physical and mental health and resiliency.</i>		
STRATEGY	WHY IS THIS IMPORTANT?	EXAMPLES OF HOW WE COULD DO THIS
15 Minute City Create a 15 minute city with healthy, connected and inclusive neighbourhoods where daily needs are within a short walk, bike or transit ride.	Where we live and how we move around has a direct impact on our health and well-being as well as our community's. The benefits of living locally include greater community and social connections, improved equity and affordability, reduced environmental impacts, increased physical and mental health, and support for the local economy.	<ul style="list-style-type: none"> • Provide a "15 minute city" framework that connects land use, transportation, and wellbeing (ex. proximity to green space, shops, community spaces, and other uses). • Review the zoning bylaw with consideration the "15 minute city" framework and other goals and objectives in this Strategy. • Undertake proximity / gap analysis and neighbourhood needs assessments to establish needs and priorities for social infrastructure investments. • Support the initiatives of the <i>Mobility Strategy</i>.
Social Design Grow opportunities for community connection and inclusion by incorporating social design provisions into the development of public and private spaces so they function as social places .	The design and programming of both public and private spaces can have a big influence on how we interact with others and how we participate in our community, from creating space for casual encounters to building long-term trust and friendships. People with strong social connections and community ties are generally associated with higher levels of happiness, greater physical and mental health, and are more resilient.	<ul style="list-style-type: none"> • Create a social asset map in collaboration with community members and partners. • Provide guidelines for both public and private development to ensure the inclusion of social considerations (amenity space, accessibility, public art, active design, etc.). • Enhance existing and identify new social spaces. • Incorporate opportunities for greenery and nature to be incorporated in designs (ie biophilic design) to improve mental health and wellbeing outcomes.
Access Enable and improve physical, locational, and financial access	There are many physical and perceived barriers that can deter people from using public spaces and services. Beyond mobility needs, this includes a sense of safety, how	<ul style="list-style-type: none"> • Improve equitable, physical, locational, and financial access to a range of amenities, services, and mobility options. • Review funding and program options to reduce or remove

so that all residents are comfortable participating in civic life.	welcoming and inclusive spaces feel, cost considerations, information and communication, and physical location. Eliminating these barriers is key to building an equitable community and increasing public participation and sense of belonging.	<p>financial barriers to amenities and services.</p> <ul style="list-style-type: none"> • Update the accessibility guidelines to accommodate changing needs and to incorporate locational and financial access. • Support the initiatives of the <i>Mobility Strategy</i>.
<p>Resiliency</p> <p>Build neighbourhood capacity and resiliency to strengthen community response to adversity.</p>	Resiliency is the ability for a community to respond and adapt to change. It means we are better equipped to respond to issues such as climate change impacts, resource scarcity, social inequalities and economic hardship, or global events such as the COVID-19 pandemic. By strengthening our community connections, sense of place, and providing more sustainable choices, we will be better equipped to deal with these complex challenges.	<ul style="list-style-type: none"> • Develop a Resiliency and Emergency Response Toolkit to build neighbourhood capacity and community trust. • Host resiliency workshops and build network of community leaders and educators. • Support small-scale community projects and events. • Support the initiatives of the <i>Environment Strategy</i>.

HUMAN ESSENTIALS

Prioritizing essential needs relating to suitable and affordable housing, sufficient healthy food, equitable opportunities, health, and safety.

STRATEGY	WHY IS THIS IMPORTANT?	EXAMPLES OF HOW WE COULD DO THIS
<p>Housing for All</p> <p>Improve the diversity and affordability of housing by enabling a greater variety of homes of all types, sizes, and tenures.</p>	<p>Housing shapes the physical and social makeup of our city. The City is a popular place to live with significant areas of wealth, yet 36% of all households spend more than 30% of their income (the national standard of affordability) on housing costs. Renter households, who make up nearly half of all City households, are especially cost burdened, with 46% spending more than 30% of their income on housing costs. Mixed neighbourhoods that offer a variety of suitable and</p>	<ul style="list-style-type: none"> • Encourage more homes of all shapes and sizes, especially family-friendly homes, in all City neighbourhoods. • Expand the supply of rental housing options that are affordable to renter households at different income levels (ex. density bonus). • Find innovative ways of providing more affordable homes together with new market homes (ex. inclusionary zoning).

	affordable housing options means that people don't have to move away from their communities and support networks as their needs change.	<ul style="list-style-type: none"> • Focus on actions that rapidly and radically remove barriers to generating higher levels of affordable housing (ex. pre-zoning). • Emphasize delivery of new supply that meet the needs of priority population groups (ex. low and moderate income families, seniors).
<p>Homelessness</p> <p>Work proactively with partners to enhance services for the homeless population and move towards a model of support based on permanent housing as a foundation for addressing complex needs.</p>	Housing is a key social determinant of health. For people to lead healthy lives, they need a secure place to live. The health of our homeless population cannot be measurably improved without access to adequate, stable housing across a range of income levels, as well as comprehensive supports for those who need them.	<ul style="list-style-type: none"> • Improve inter-governmental and non-profit collaboration, working to ensure that people know where and how to get the right help when they need it. • Advocate for and support approaches that holistically address the needs of our homeless population (ex. providing permanent stable housing combined with necessary supports). • Work with partners to quantify the need for additional transitional/ supportive housing and support provision to meet this need.
<p>Food Security</p> <p>Improve the accessibility, affordability, and coordination of the food system and access to healthy food by collaborating with partners on creative and strategic projects in the City.</p>	Between 10-12% of people in the City do not have adequate or secure access to food due to financial constraints. It costs at least \$792 a month for healthy groceries to feed a family of three. Having access to more affordable and healthier food options, and more broadly healthy food systems, significantly reduces the risk of chronic diseases and positively influences social wellbeing, confidence, and healthy living behaviours.	<ul style="list-style-type: none"> • Reduce food waste with coordinated processing, storage, and distribution infrastructure. (ex. food hub model) • Create food friendly neighbourhoods with local food networks and community food programs. • Expand healthy food retail opportunities such as farmers markets, community food markets, healthy food retail, and small scale grocers. • Support agencies that provide support and assistance to people who are food insecure.
<p>Safety</p> <p>Increase safety and the feeling of safety for all,</p>	While the majority of residents feel safe in our City, it is important to recognize that the perception of safety is multifaceted and experienced differently by each	<ul style="list-style-type: none"> • Increase cultural safety in the design and delivery of city projects, services, engagement, policies, practices, and spaces.

with a particular focus on improving the wellbeing of people who experience bias, discrimination, and vulnerability.	individual. Unsafe conditions are disproportionately and unfairly experienced depending on gender, age, ethnicity, and background. A broader view of safety will enable more participation from marginalized or effected groups, enhance belonging, and improve the overall safety of the city.	<ul style="list-style-type: none"> • Understand and take action on anti-bullying, anti-racism, anti-hate, and discrimination, and gender based violence. • Support residents that are impacted by past and current trauma. • Promote resident participation as active and supportive allies to increase safety and support in the community. • Enhance emergency preparedness and grow community resilience. • Enhance the public realm to support both physical and perceived safety.
<p>Equity + Diversity + Inclusion</p> <p>Cultivate a City that is engaged, equitable, and an inclusive community, where diversity is not only welcomed and celebrated but is also a City commitment.</p>	<p>Equity is treating everyone fairly by acknowledging their unique situation and addressing systemic barriers and biases that contribute to inequity or impede equal access and opportunity to succeed.</p> <p>Diversity represents the full spectrum of human demographic differences such as race, religion, gender, sexual orientation, age, socio-economic status, and physical disability.</p> <p>Inclusion is valuing and respecting all people for their contributions and ensuring they are equally supported.</p>	<ul style="list-style-type: none"> • Celebrate diversity in the City through events, places, naming and other forms of recognition. • When reviewing existing or creating new policies, actions, bylaws, and/or procedures, ensure equity, diversity, and inclusion are core values. • Train staff in equity, diversity, and inclusion, including cultural humility training and gender inclusivity. • Join with community in commitment to eliminate hate and discrimination. • Review City engagement practices and processes to improve inclusivity and representation.
<p>Reconciliation</p> <p>Value, foster, and develop strong relationships with Indigenous members of the community and surrounding nations to work towards reconciliation.</p>	Acknowledging our cultural history, including listening, learning, and understanding, is an important first step towards a shared future based on mutual respect and trust. The aim is to build a solid footing for mutually beneficial relationships and reciprocal partnerships.	<ul style="list-style-type: none"> • Support City staff learning about First Nations, Reconciliation, and anti-colonial practices. • Monitor, evaluate, and respond to emerging community and social issues and share information and approaches with First Nations. • Share (and coordinate where and as desired) actions with First Nations and community partners in response to emerging issues and needs.

<p>Mental Health</p> <p>Promote improved mental health for all by embedding consideration of mental health into municipal services and policies, and by actively supporting initiatives, strategies, and organizations that positively affect mental health outcomes.</p>	<p>The human and economic costs of poor mental health on our society are profound. Three times as many Canadians live with a mental health challenges or illness than live with type 2 diabetes. Mental illness is experienced across the population, and is exacerbated in populations that face socio-economic disadvantage.</p>	<ul style="list-style-type: none"> • Incorporate design guidelines that prioritize connections and belonging (ex. access to green spaces, dementia-friendly and age-friendly attributes, etc.). • Support efforts among partners to mitigate impacts of addictive behaviours such as gambling, hoarding, and substance use. • Model leading mentally healthy workplace training and practices (ex. mental health first aid, and crisis referral skills). • Educate to reduce stigma in the community around mental health challenges and illnesses.
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SUPPORTING PEOPLE

Creating resources and opportunities in the City that enable people to improve their wellbeing in ways that are responsive to their individual needs and experiences.

STRATEGY	WHY IS THIS IMPORTANT?	EXAMPLES OF HOW WE COULD DO THIS?
<p>Children + Youth + Families</p> <p>Support families in the City with family-friendly community design, housing and transportation options, employment, child care, social opportunities, and community services.</p>	<p>It takes a community to support a family. Children and families help to achieve a demographic balance in the City, add to the vibrancy and resiliency of the community, and promote a strong economy. Planning for family-friendly housing, services, and amenities also helps families stay closer to the City and retain workforce and employment growth.</p>	<ul style="list-style-type: none"> • Engage the City's youngest citizens – children and youth – in processes and planning. • Include programming, services, and supports for a diversity of family types, forms, and needs. • Incorporate family-friendly design principles to developments, amenities, and public spaces. • Work with agencies to support youth and emerging adults with supports and services.
<p>Seniors</p> <p>Support the needs of our diverse seniors population by improving our age-friendly city and</p>	<p>Senior residents are major contributors to our community. They dedicate a significant amount of time to their community, support our economy, and provide knowledge and social</p>	<ul style="list-style-type: none"> • Work with local seniors agencies to supports the needs of a diverse senior's population (ex. gender inclusive, accessible, etc.). • Support community agencies' coordinated efforts to improve

fostering seniors active role, contributions, and participation in civic life.	connection. Senior involvement makes the City a richer and more connected home to all generations. It is important we foster an age-inclusive society that recognizes the benefits seniors bring.	information and services for seniors (ex. reach seniors who are isolated, speak multiple languages, face technology barriers, etc.). <ul style="list-style-type: none">• Support seniors' safety and care needs, as well as caregivers' needs, through programs, spaces, and supports.
Child Care Improve the accessibility, affordability, and quality of childcare in the City by collaborating with partners, creating new spaces, and advocating for the community's needs.	Widely available and affordable child care is a key determinant of labour force participation, gender equality, social inclusion, and poverty reduction. Access to quality child care ensures that children get the best start in life and has benefits on children's development and long-term outcomes.	<ul style="list-style-type: none">• Develop a funding strategy with senior government for new spaces.• Leverage the City's and publicly owned assets for child care.• Work towards the space creation targets in the Child Care Action Plan.• Achieve new spaces through development.• Build partnership and protocols with the School District.
Poverty Reduction Assist with the mitigation of the impacts of poverty while providing a supportive environment to help people move out of poverty.	Poverty is a reality in our community. At the time of the 2016 census 19% of children and 19% of seniors in the City were living in low income households earning less than \$30,000 per year after tax. The Covid-19 pandemic has further increased the number of residents who are challenged to meet their needs. Weekly food bank distribution has nearly tripled (with a large increase in families seeking support) and in a recent BCCDC survey a third of people stated they were struggling financially.	<ul style="list-style-type: none">• Collaborate with partners on the implementation of North Shore Poverty Reduction Action Plan.• Provide opportunities for affordable leisure, recreation and culture, and affordable mobility options.• Work to develop greater awareness, empathy, and understanding in the community about poverty and contributing factors and impacts.
Social Infrastructure + Facilities + Programs Enhance and expand social infrastructure to meet a range of community needs and program uses,	The social and cultural fabric of the City depends on the availability of a network of spaces throughout the City that are affordable, flexible, and able to host a variety of programs that are accessible to all residents. Social infrastructure provides	<ul style="list-style-type: none">• Establish policies and fee structures for City programs and facilities so they are affordable and welcoming to all.• Develop nominal lease models for City-owned assets to support community use.

bring people together, and support the social and cultural fabric of the City.	venues for a wide range of activities and services, including accommodation for the City's active voluntary and community sector. Free and low cost places for people to meet and participate in activities are important to mitigating income and wealth disparity and reduce socio-economic barriers.	<ul style="list-style-type: none"> • Work with a representative mix of partners on the development and regular update of a social infrastructure delivery plan. • Explore ways to secure new social infrastructure provision and increase the supply of space that is affordable to non-profits (ex. co-location, redevelopment of unsuitable premises, etc.). • Work with organizations to identify opportunities to adapt, revitalize or redevelop existing aging and/or unsuitable premises.
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WORKING TOGETHER

Developing a network of partnerships and support to achieve the City's objectives together.

STRATEGY	WHY IS THIS IMPORTANT?	EXAMPLES OF HOW WE COULD DO THIS?
Partnerships Build equitable and supportive partnerships with senior levels of government, First Nations, the business community, non-profit organizations, and other stakeholders to ensure that the diverse and changing needs of the community are met.	As a mid-sized local government in BC, it's important for the City to leverage partnerships and opportunities to stretch the City's reach and impact, and innovate to meet community needs.	<ul style="list-style-type: none"> • Work with partners on community and social priorities in the City (ex. substance use, seniors' issues, food security, child care, equity, etc.). • Share socio-economic data with partners and the community and consider "open-data" models. • Investigate partnership opportunities (ex. land, grants, enabling policy, incentives, benefit contributions, etc.) to achieve greater community benefits. • Develop agreements and working relationships with commitments to common goals (ex. Memoranda of Understanding with the School District, Vancouver Coastal Health, etc.).
Advocacy Champion and advocate to senior levels of	Advocacy can support positive change when focused and deliberate efforts are made. It is the	<ul style="list-style-type: none"> • Provide a framework for how we undertake advocacy (ex. effective communications, negotiating, relationships, etc.)

government to provide support, funding, regulations, policy, and projects that meet community needs and enhance quality of life.	way we ensure the City's needs and voice on key issues is heard and considered when decisions are being made. When we advocate in a consistent manner, we provide clarity on desired outcomes and it demonstrates what we stand for or care about.	<ul style="list-style-type: none"> • Core advocacy efforts will be focused on key areas of need (ex. Housing / Homelessness, Child Care, Health, Infrastructure, etc.) • Create a centralized system to organize and follow up on advocacy items and activities.
<p>Financial Supports + Opportunities</p> <p>Act as an engaged partner with non-profit, social, and community agencies in working towards outcomes that benefit community wellbeing and prioritizing areas of key need through support, funding, space, and other resources.</p>	The City plays an important role in convening and supporting non-profit social and community agencies, and other partners in the community. We achieve positive outcomes through the provision of reliable funding, space, and other supports to agencies that directly assist and support community members. We learn from agencies' knowledge, experience, and work together to build capacity in the community.	<ul style="list-style-type: none"> • Develop and implement a refreshed framework for supporting non-profit organizations and community agencies. • Create innovative opportunities and new ways of working together with partners such as land trusts, social enterprises, and other collaboratives. • Undertake a needs assessments and/or gap analysis to better understand social sector needs and how to implement effective support improvements.
<p>Economy for Everyone</p> <p>Shape growth and investment to focus on social priorities alongside economic and commercial priorities, enabling individuals and communities to prosper, share in the benefits of growth, and build resilience.</p>	An economy that works for everyone is about more than just income. At an individual level, there are many non-monetary dimensions that matter for wellbeing, including employment prospects, job security, job satisfaction, and educational opportunities. At the community level, an inclusive economy is one where the benefits of growth are shared locally and that creates value in	<ul style="list-style-type: none"> • Leverage the City's procurement and planning processes to create social value. • Mobilize the local business community to develop initiatives that foster opportunities for stable local employment at fair wages and encourage local ownership. • Investigate the potential for establishing a Social Enterprise Innovation Hub to create space for entrepreneurs and small businesses.

	an equitable and sustainable way.	<ul style="list-style-type: none"> • Work with partners to expand opportunities and facilities for skills development and training. • Ensure land use plans provide for an adequate supply and mix of affordable spaces to support economic development opportunities.
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WHAT WE HEARD



Results of Public Engagement on the Draft Vision, Goals and Strategies

September 22 - November 5, 2021



TABLE OF CONTENTS

Executive Summary 1

Introduction 3

Engagement Process 7

Activities and Outcomes 9

Results of Engagement 14

Next Steps 19



Community Wellbeing Strategy Public Engagement

Public engagement on the draft vision, goals, and emerging strategies for the Community Wellbeing Strategy occurred over a six week period from September 22, 2021 to November 5, 2021. The intent of this engagement was to raise project awareness, to reach a broad and diverse spectrum of the community, and to seek feedback on the draft framework. A variety of engagement activities and tools were used to maximize outreach.

Overall, the feedback from the public engagement was positive, and people are keen to see the draft Community Wellbeing Strategy in the next stage. Feedback highlighted both the importance and the ambitiousness of the framework, and the possibilities this will create for the City and its residents.

Survey Responses



289 Surveys Completed



67% of respondents felt the vision was right for the community



69% of respondents felt the goals support the needs of the community well or very well



81% of respondents felt the strategies support the needs of the community well or very well



Outreach Activities



13 Stakeholder Meetings



116 Organizations were sent invitations to provide feedback



200+ people engaged in conversation



1,035 visitors to the City's project webpage and Let's Talk engagement platform



60 Secondary School students engaged in wellbeing workshop



41,363 total reach through social media activities



30 University Students involved in CityStudio wellbeing project



1,200+ subscribers to the City's CityView e-newsletter

Key Themes Arising:

Key themes that emerged from survey responses and engagement activities include:

- ▶ The importance and many benefits of strong social connections and the need to develop more community spaces and opportunities for interaction
- ▶ Community desire for more affordable housing options
- ▶ Building and improving upon community partnerships, local businesses, and non-profit relationships that deliver key services and supports
- ▶ The urgent need to consider and address the impacts of climate change
- ▶ The importance of equity, access, and inclusion in all areas of wellbeing
- ▶ Acknowledgment of the need for greater supports for most vulnerable residents
- ▶ The wide range of factors that contribute to and influence individual and community wellbeing.
- ▶ A desire for neighbourhoods to be more walkable with easy access to amenities and supports, and a greater range of activities in the community.



About the Community Wellbeing Strategy

The City of North Vancouver is developing a Community Wellbeing Strategy to plan for the services, resources, amenities, activities, and places that will help our community live healthy, happy, and fulfilled lives. The Strategy will serve as a guide or playbook for how we make decisions about social infrastructure over the next 10 years.

The scope of the Community Wellbeing Strategy is to replace the City's 1998 Social Plan with a new modernized framework that provides direction on social infrastructure and the evolving wellbeing needs of our community. It will include a new vision, goals, strategies, actions, and implementation plan to guide community wellbeing into the future.

💬 **Community wellbeing**
is the combination of social, economic, environmental, health, cultural, and political conditions that are essential for individuals and communities to flourish and fulfill their potential. 💬



VISION + GOALS:

- ▶ The overarching summary of what we want the future to look like and what we are striving to achieve.

STRATEGIES + ACTIONS:

- ▶ Broad statements outlining what needs to be done to achieve the vision and goals, coupled with specific policies, actions, and processes that will be undertaken as a part of day-to-day work.

IMPLEMENTATION + MONITORING:

- ▶ Timeframes, responsibilities, and leadership for delivering the strategies and actions, coupled with monitoring our progress and adapting as needed.



A Quartet of Strategies

The City of North Vancouver is currently developing four major strategies to guide our next decade of planning and decision-making in key areas: mobility, climate and the environment, community wellbeing, and the economy. When complete, these strategies will provide modernized guidance to support advancing the broader goals and ambitions of the City's Official Community Plan. The Community Wellbeing Strategy supports, and is supported by, each of these strategies through aligned goals, and coordinated actions.

Five guiding principles have been developed to ensure the City's and community's values are being maintained while developing the four City-wide strategies:

1. We need to take actions that improve our collective **health**
2. We need to take **resilient** actions
3. We need to take **equitable** actions
4. We need to take actions that work towards **reconciliation**.
5. We need to take **timely** actions





Process for the New Strategy

The Community Wellbeing Strategy is being created through four stages of work, including two public engagement opportunities as well as ongoing focused stakeholder, committee, and expert conversations throughout the process.



The first stage of public engagement has completed. The feedback received, and highlighted in this report, will be used to inform and develop the full draft Community Wellbeing Strategy in Step 3. The draft Community Wellbeing Strategy will be shared for public input, prior to finalizing the Strategy in Step 4.

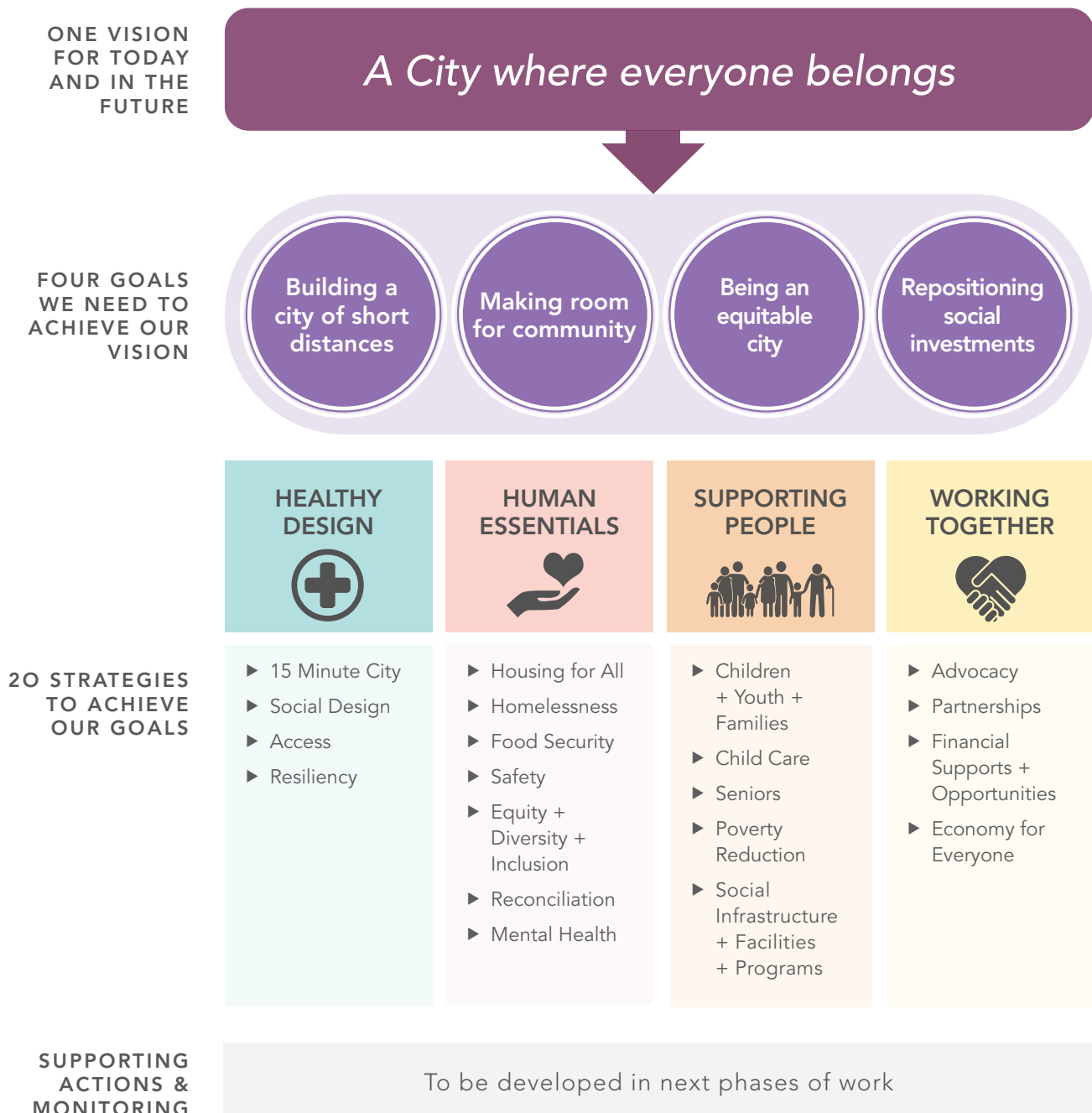


The COVID-19 pandemic has highlighted how unexpected shifts happen and the significant impacts these shifts can have on our communities. Recovery from the pandemic provides new opportunities to make our City livable, connected, and equitable for all.



What Did We Engage On?

The public engagement focused on receiving input and feedback on the first three components of the Community Wellbeing Strategy Draft Framework, including the Draft Vision, Goals, and Strategies:





About the Public Engagement Process

The intent of public engagement was to seek feedback on the draft framework for the Community Wellbeing Strategy. The draft framework outlines a draft vision, goals, and set of strategies to support people to live healthy, happy, and fulfilled lives in the City of North Vancouver. It was developed based on current trends and best practice research, along with a review of existing plans and policies, and initial community input from the 2018-2019 You, Me, Us process.

The objectives of the first stage of public engagement were to:

- ▶ Reach a broad and diverse range of community members and local stakeholders
- ▶ Raise awareness of social issues and opportunities
- ▶ Offer a variety of engagement formats to make it easy and accessible to participate
- ▶ Encourage respondents to provide feedback through an empathy and equity lens (i.e. consider the needs of the whole community and our most vulnerable residents)
- ▶ Gather feedback on the preliminary vision, goals, and strategies
- ▶ Seek initial input and ideas to help inform the development of the actions
- ▶ Build upon relationships with community agencies and partners

Public engagement launched on September 22, 2021 and closed on November 5, 2021. To maximize the reach and scope of the engagement process, three methods of engagement were used to increase general awareness of the project, enable a broad range of residents to provide feedback, and to facilitate in-depth stakeholder discussions on specific topics of interest.



Due to the COVID-19 pandemic and the ongoing social distancing requirements of the Provincial government, engagement activities were predominately held virtually. Print materials were made available at City Hall and the City Library, and smaller in-person meetings were scheduled upon request.



Community Engagement Framework

The following community engagement framework was used to guide engagement activities in order to achieve the engagement objectives.

INTENT	TOOLS USED
Project Awareness <ul style="list-style-type: none">▶ A variety of platforms and notifications were used with the intention of maximizing awareness of the Community Wellbeing Strategy and promoting opportunities to provide input and ways to stay updated on the process.	<ul style="list-style-type: none">▶ Community Wellbeing Project Webpage▶ Community Wellbeing Let's Talk Engagement Platform▶ Print and Digital Outreach (social media, newspaper ads, e-newsletters, postcards, posters)▶ Sharing through Networks
Broad Public Engagement <ul style="list-style-type: none">▶ The intent was to reach a broad and diverse group of residents and receive feedback on the draft vision, goals, and strategies. A survey and supporting materials, along with a number of other outreach materials and contact information was provided.	<ul style="list-style-type: none">▶ Public Survey▶ Information and Survey Guides▶ Community Event Displays (Loutet Farm Pumpkin Patch, City Library, Civic Plaza)▶ Dedicated email and phone number▶ Meetings as requested to support access
Focused Stakeholder Engagement <ul style="list-style-type: none">▶ To engage and involve stakeholders, local businesses, and partners who provide services, focused engagement opportunities tailored to these groups were undertaken. This enabled the ability to dive deeper into specific topic areas and to discuss the issues and opportunities on community wellbeing.	<ul style="list-style-type: none">▶ Stakeholder Survey▶ Stakeholder and Committee Meetings▶ School Outreach▶ Listening Sessions (participants included those who typically have not engaged in planning processes due barriers)



Public Survey

A public survey was open from September 22, 2021 to October 31, 2021 inviting feedback on the draft vision, goals, and emerging strategies. The survey included additional questions on the community services used most often, and the greatest challenges facing individuals and the community. Optional questions on the demographics of respondents were also included to help understand who participated in the process and if the survey was reaching a broad demographic.



264 Public Surveys Completed



25 Stakeholder Surveys Completed



67% of respondents felt the vision was right for the community



69% of respondents felt the goals support the needs of the community well or very well

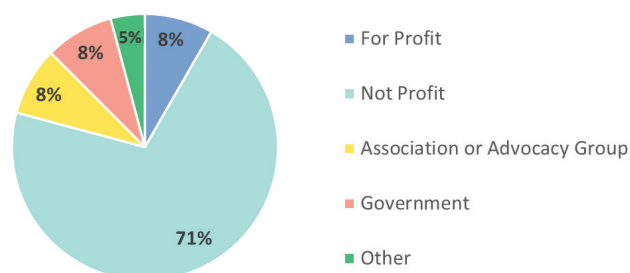


81% of respondents felt the strategies support the needs of the community well or very well

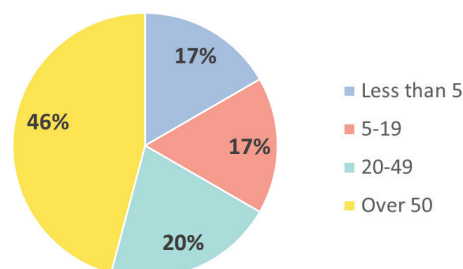
Stakeholder Survey

A stakeholder specific survey was created to capture feedback on the draft vision, goals, and emerging strategies from community agencies, local businesses, partners, and other government entities. The survey was open from September 22, 2021 to October 31, 2021. A direct link to the survey was emailed out to 116 organizations and further spread through external networks. The main questions in the public and stakeholder surveys were the same to enable the survey responses to be analyzed together. Survey results related to the draft vision, goals, and strategies were combined with the public survey responses and are reflected in the metrics above.

TYPES OF ORGANIZATIONS:



NUMBER OF EMPLOYEES (PAID OR VOLUNTEER):





Stakeholder Meetings

Staff extended an invite to provide feedback to approximately 116 organizations including local service-providers, businesses, community groups, and other governments. Stakeholders were provided the option to complete the stakeholder survey, provide feedback through a letter, or meet with staff to discuss their input.

Meetings were arranged with both internal and external stakeholders to discuss the draft vision, goals, emerging strategies and ideas for further action. Stakeholder meetings contributed to deeper discussions on specific topic-areas and opportunities for further development within the Community Wellbeing Strategy. This also included Listening Sessions with individuals who typically do not participate in planning processes due to barriers, such as vulnerable populations, specific household characteristics, and language translation requirements.



200+ People engaged



13 Stakeholder Meetings



116 Organizations were sent invitations to provide feedback

- The Listening Sessions were focused on both the Community Wellbeing Strategy and the Climate and Environment Strategy.

Website

A dedicated project webpage launched on September 22, 2021 on both the City's website and Let's Talk Engagement platform for members of the public to stay informed and updated on the Community Wellbeing Strategy. The webpages provided key project information including: project overview, process, related council reports, survey and information guides, and links to engagement opportunities.



732 Visitors to the website



303 Visitors to the Let's Talk Page



Website: www.cnv.org/wellbeing
Let's Talk: www.letstalk.cnv.org/community-wellbeing



Print and Digital Outreach

A variety of print and digital materials and notifications were used to inform the public on how they could provide feedback and learn more about the Community Wellbeing Strategy.

The following engagement materials were developed:

- ▶ **Survey Guide:** included background information and an overview of the draft vision, goals, and emerging strategies to provide context for the survey was available on the project webpage and print copies available at City Hall and the City Library.
- ▶ **Information Guide:** included detailed information on the draft vision, goals, emerging strategies, and ideas for action for those seeking further details was available on the City website and print versions by request.
- ▶ **Postcards:** printed postcards with a QR code promoting the online survey were distributed at local events, stakeholder meetings, and available at the City Library.
- ▶ **Sandwich Board and Posters:** promoting the online survey and project webpage were displayed around City Hall, Civic Plaza, and the City Library.

The following is a summary of the digital and print notifications:

- ▶ **North Shore News:** the Community Wellbeing Strategy was advertised in the October 27, 2021 edition of the North Shore News promoting the online survey and project page.
- ▶ **Social media:** included weekly posts on the City's Facebook, Twitter, and Instagram to promote engagement opportunities.
- ▶ **Electronic Newsletters:** the Community Wellbeing Strategy was featured in the City's e-newsletter CityView five times. It was also featured in a number of our community partners' e-newsletters.



41,363 Total Reach



1,200+ Subscribers to the City's CityView e-newsletter



7 Postings
725 Engaged (like, comment, share)
16,501 Views



8 Postings
55 Engaged (like, comment, share)
20,514 Views



City Studio

CityStudio North Vancouver is an experimentation and innovation hub where Capilano University students collaborate with City of North Vancouver staff and partners to co-create projects for the community – see <https://citystudiocnv.com/> for further details.

In the fall 2021 semester, students in BADM 305-7A/B (Leadership, Business & Professional Studies, School of Business) considered the question 'How can we best support the City's goal to build a city of short distances by developing the City of North Vancouver's own version of the 15 minute city?'



30 Students engaged



2 Visits and several online meetings with CityStudio class



6 Projects were created and presented to the City



Website: <https://citystudiocnv.com/>

Projects focused on:

- ▶ The time aspect of the 15 Minute City, considering the need for key services to be available 24/7 for those who are serving while others are sleeping to maximize the utility of the concept.
- ▶ Recommendations to better position the e-bike share program to reduce potential social costs, and to expand the provision of community gardens to reach more City residents.
- ▶ Making the 15 Minute City in work in North Vancouver based on three key components - strategic placement of new infrastructure, affordable housing, and an integrated transit framework.
- ▶ Enabling more Capilano University students to live in North Vancouver by supporting affordable student housing in appropriate locations and better integration of students into life of North Shore via a Student House in the Shipyards to increase the vibrancy of the area and support the local economy/link to local businesses.
- ▶ Targeted and proportionate use of zoning changes to introduce thoughtful replacement within neighbourhoods to support an enhanced mix of cafes, shops, green spaces and community uses in more areas of the City.



Secondary School Outreach

Staff arranged sessions with two local secondary schools to present the draft framework and gather high level feedback on areas students considered important to their wellbeing, this included:

- ▶ The Initiatives and Leadership club at Carson Graham Secondary, that focuses on service leadership in the local community.
- ▶ The Social Studies Explorer Program (an outdoor education program) at Sutherland Secondary, themes of the class include government and environmental sustainability.

The approximately 60 students involved identified a wide range of factors that they felt were important to their wellbeing, including:

- ▶ Individual health factors, for example mental and physical health, free time and access to leisure activities (sports facilities, music, etc.) / things to do that they enjoy.
- ▶ Societal factors, for example equality, stability, democracy, freedom, education and health care.
- ▶ Basic needs, for example food, housing, money, transit, fast internet.
- ▶ Community factors, for example friends, family, connections with others, feeling safe, a supportive environment.
- ▶ Environmental factors, for example quality of environment, access to nature.



60 Students engaged



RESULTS OF ENGAGEMENT

Summary of Feedback

The following sections provide a summary of the feedback received across all public engagement activities in relation to the draft vision, goals, emerging strategies, and ideas for action. Where statistics are provided, these refer to the combined results from the public and stakeholder surveys. Note that not all respondents answered all survey questions. The summary of comments received combine feedback from the survey as well as stakeholder meetings.

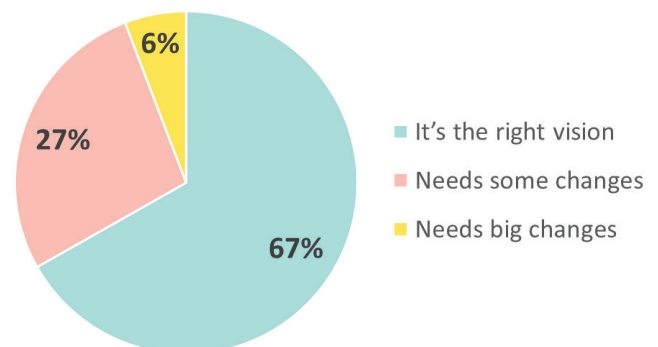
Draft Vision

A City where everyone belongs

Summary of Comments Received

The majority of responses were supportive of the draft vision. Some comments suggested the vision was missing a connection to the natural environment and climate crisis, and that it should also encompass housing affordability. A few comments suggested the vision was too vague or lofty of a statement. Many people recommended the addition of the word “thrive” be added to the vision sentence.

DOES THE DRAFT VISION SUPPORT THE NEEDS OF THE COMMUNITY?



Summary of Proposed Changes

It is acknowledged that the connection to the natural environment and climate change needs to be further articulated in the Community Wellbeing Strategy, this will be reflected through the recognition and alignment with the upcoming Climate and Environment Strategy and the overarching principle of taking actions that are resilient. The addition of ‘thrive’ to the vision will be considered as the full draft strategy is developed.

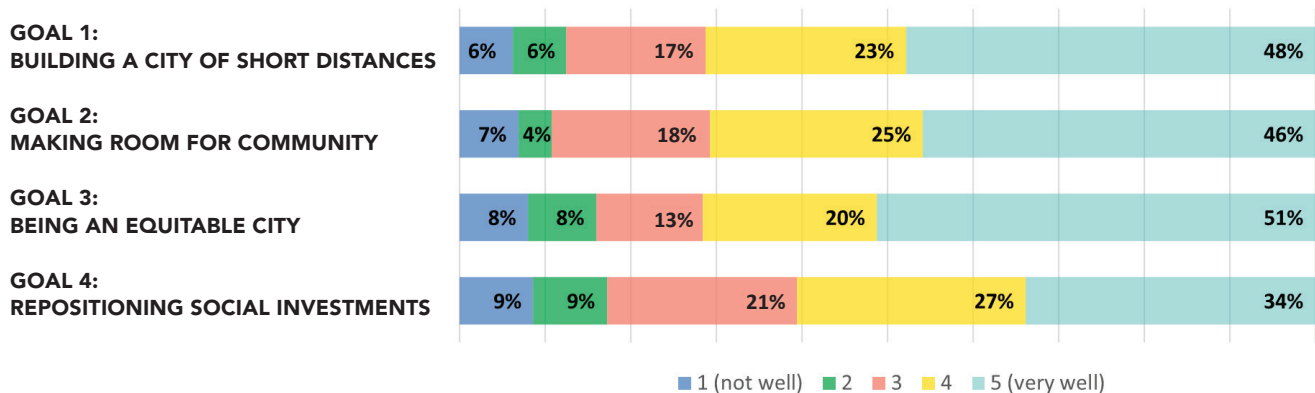


Draft Goals

Overall, survey feedback indicated general support for the four goals.



DO THE DRAFT GOALS SUPPORT THE NEEDS OF THE COMMUNITY?



Summary of Comments Received

GOAL	WHAT WE HEARD
1. Building a City of Short Distances <i>We are a City that connects people with each other and with day-to-day needs closer to where we live.</i>	<p>► The comments reflected a shared understanding of the many health and environmental benefits of Goal #1. Improving public transit, supporting active transportation modes, reducing vehicle traffic, and enhancing pedestrian/cyclist safety were highlighted as key components to achieving this goal. In addition, ensuring the entirety of the City is included and not just specific geographic areas was emphasized. Some were unsure of the phrasing and meaning of “a city of short distances” and suggested adjustments or further clarification.</p>



GOAL	WHAT WE HEARD
2. Making Room for Community <i>We are a City that provides strong and supportive social infrastructure, including places, spaces, programs, and partnerships.</i>	<ul style="list-style-type: none">▶ Survey results showed support for Goal #2. However, many commented on the vagueness of the wording and need for further clarification on the meaning of the goal statement (e.g. does it refer to “physical” room?). Some felt this goal was not reflective of the draft strategies, which are more people and support centric. Suggestions were made to further articulate and define the goal in order to convey a stronger image of the direction.
3. Being an Equitable City <i>We are a City that is shaped by a diverse and inclusive representation of voices, experiences, and contributions.</i>	<ul style="list-style-type: none">▶ Generally feedback agreed that that the City is shaped by a diverse and inclusive representation of voices, experiences, and contributions. Many felt this goal would indeed benefit the community and that it is a vital goal for all communities. The concerns expressed were mainly around the need for clarification around equity and equality and how this goal will translate into meaningful City policy.
4. Repositioning Social Investments <i>We are a City that sees the provision of social infrastructure as an investment with excellent returns and public cost savings.</i>	<ul style="list-style-type: none">▶ The common theme reiterated in the comments is that this goal is vague and unclear. Many wanted further details so they could have a better understanding of what the goal entails. Specifically, people wanted more information around which “investments” were being referred to and how they were going to be repositioned. Supportive comments were also received as people felt that a socially healthy community would lead to a healthier economy overall.

Summary of Proposed Changes

There was general support for all four goals indicating they are providing the right direction for the Strategy. However, there was a shared response for further clarification and plain language so that the goals provide a stronger direction for our future wellbeing. The goals will be clarified and simplified in the next version of the Strategy.



Draft Strategies

The 20 draft strategies are the statements that provide direction towards achieving the goals. They are organized under four themes or chapters:

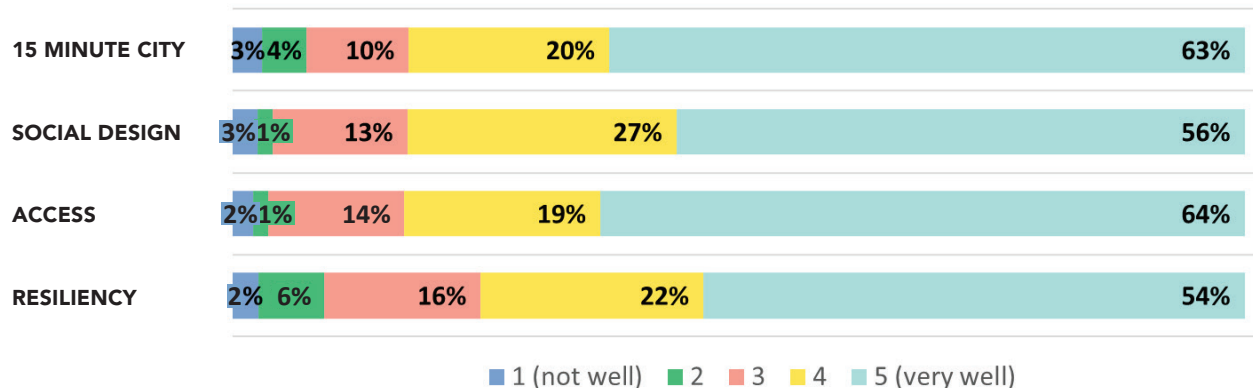
20 STRATEGIES	HEALTHY DESIGN	HUMAN ESSENTIALS	SUPPORTING PEOPLE	WORKING TOGETHER
				
	Creating places and spaces that are designed to support physical and mental health and resiliency.	Prioritizing essential needs relating to suitable and affordable housing, sufficient healthy food, equitable opportunities, health, and safety.	Creating resources and opportunities that enable people to improve their wellbeing in ways that are responsive to individual needs and experiences.	Developing a network of partnerships and support to achieve the City's objectives together.
	<ul style="list-style-type: none">▶ 15 Minute City▶ Social Design▶ Access▶ Resiliency	<ul style="list-style-type: none">▶ Housing for All▶ Homelessness▶ Food Security▶ Safety▶ Equity + Diversity + Inclusion▶ Reconciliation▶ Mental Health	<ul style="list-style-type: none">▶ Children + Youth + Families▶ Child Care▶ Seniors▶ Poverty Reduction▶ Social Infrastructure + Facilities + Programs	<ul style="list-style-type: none">▶ Advocacy▶ Partnerships▶ Financial Supports + Opportunities▶ Economy for Everyone



Summary of What We Heard

Survey results showed strong support for the draft Healthy Design strategies.

DO THE DRAFT STRATEGIES MEET THE NEEDS OF THE COMMUNITY?



STRATEGY	WHAT WE HEARD
15 Minute City <i>Create a 15 minute city with healthy, connected and inclusive neighbourhoods where daily needs are within a short walk, bike or transit ride.</i>	<ul style="list-style-type: none">▶ The 15 minute city concept was strongly supported. Comments received reflected on the benefits of the strategy as strengthening social connections, enhancing sustainability, increasing wellbeing, and creating community vibrancy. Many responses highlighted age, ability, household type, and the City's steep terrain as important factors that need careful consideration in developing this strategy. Making sustainable and active transportation modes more safe, convenient, and comfortable was also emphasized.▶ Many people suggested prioritizing local businesses within this concept to support the local economy, including the addition of small neighbourhood shops and corner stores. Specific geographic areas of the City were mentioned as currently lacking some resources. In addition, proximity and access to food, family doctors, and a range of housing types were particularly emphasized.
Resiliency <i>Build neighbourhood capacity and resiliency to strengthen community response to adversity.</i>	<ul style="list-style-type: none">▶ Building community resiliency was strongly supported. Many shared that the pandemic demonstrated our ability to provide innovative solutions to quickly adapt to change, the importance of strong social connections, and how resilient our community is today. Responses indicated that more work needs to be done towards emergency preparedness and tackling climate change. Ideas for incorporating more opportunities for growing food, emergency preparedness education, and sustainable building practices were also shared.



STRATEGY	WHAT WE HEARD
Social Design <i>Grow opportunities for community connection and inclusion by incorporating social design provisions into the development of public and private spaces so they function as social places.</i>	<ul style="list-style-type: none">▶ Many commented that the pandemic and recent extreme weather events have highlighted the need for safe, social spaces as a priority for improving mental health and community connection, and reducing feelings of loneliness and isolation. Consultation with community partners, local businesses, and accessibility experts were emphasized as important components to designing these spaces. Loutet Farm, The Shipyards, and City Parklets were highlighted as examples of successful public spaces that also provide intergenerational opportunities.▶ A number of ideas for future public and private spaces were provided such as the need for more greenspaces, community gardens, urban farms, public washrooms, covered outdoor spaces, seating, multi-purpose spaces, quiet spaces, and places for seniors, youth, and children. In addition, it was emphasized that these spaces not only provide social opportunities but also feel welcoming and inclusive to a variety of ages, cultures, and abilities.
Access <i>Enable and improve physical, locational, and financial access so that all residents are comfortable participating in civic life.</i>	<ul style="list-style-type: none">▶ Financial barriers and the importance of equity were highlighted as key considerations for this strategy. Many made recommendations towards improving access to active/public transportation modes, public spaces, support services, green spaces, seniors programs, and spaces for children/teens. Some felt the current focus on the strategy was too narrow and should expand to include emotional access and access to affordable housing. In addition, the wording “participate in civic life” was described as difficult to understand and should be rephrased.

Summary of Proposed Changes

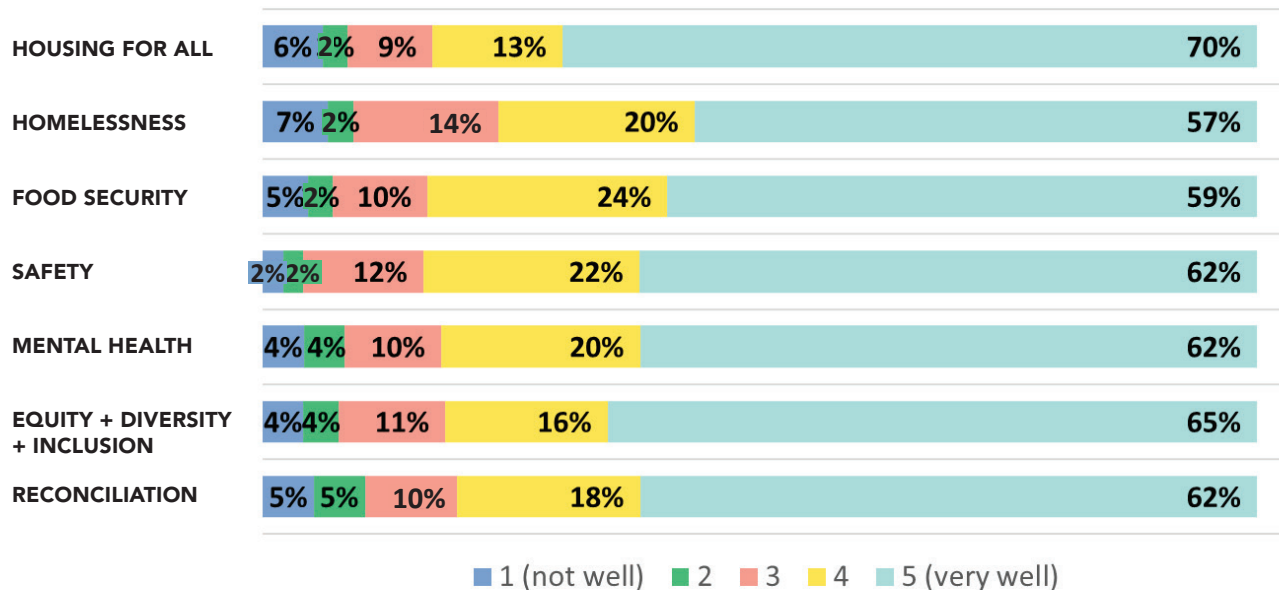
Key themes shared in the comments included changes to reflect the need for more opportunities for community gatherings and social connections, the desire to have community amenities and services nearby that are fully accessible to all, and the need for greater actions around climate change and resiliency. These ideas will be developed further within the actions of the strategies.



Summary of What We Heard

The draft Human Essentials strategies received general support through the survey.

DO THE DRAFT STRATEGIES MEET THE NEEDS OF THE COMMUNITY?



STRATEGY

WHAT WE HEARD

Safety

Increase safety and the feeling of safety for all, with a particular focus on improving the wellbeing of people who experience bias, discrimination, and vulnerability.

- ▶ A wide range of comments were received around the topic of safety. For some residents, lighting and traffic were major concerns and it was noted that more streetlights, wider sidewalks and controlled intersections would increase safety. The need for more police and enforcement was also raised and differing views were expressed around the topic. Although generally people feel safe in the City, some thought that more community police were needed.
- ▶ The majority of people, however, highlighted that social programs, community supports and community cohesion would help prevent crime and increase public safety. The need for RCMP to work alongside mental health professionals was also mentioned as well as the need to support racialized communities and vulnerable populations including those experiencing homelessness and those with mental health challenges and addictions to combat hate and discrimination.



STRATEGY

WHAT WE HEARD

Housing for All

Improve the diversity and affordability of housing by enabling a greater variety of homes of all types, sizes, and tenures.

- ▶ Improving the range and affordability of housing options in the City was clearly supported. Many respondents highlighted that there needs to be a focus on securing livability alongside affordability – for example, providing more larger units with sufficient space for a range of household sizes across tenures/forms of development and ensuring that residents have easy access to a range of amenities in the local area.
- ▶ Suggested actions to support this included seeking a wider range of affordable housing options (both rental and ownership) from new development; enabling ownership of a wider variety of housing forms (such as coach houses); revising land use designations to enable forms of development throughout the City for the missing middle – those individuals and families with mid-range incomes such as teachers, and firefighters that are priced out of conventional single family dwellings; and encouraging integration of appropriate amenities closer to and/or within to more of the City's existing residential areas.
- ▶ The need to strike a balance between supporting new development and ensuring that existing residents aren't displaced was highlighted by respondents, as was the need to focus on supporting those in precarious housing situations to become safely and stably housed.

Homelessness

Work proactively with partners to enhance services for the homeless population and move towards a model of support based on permanent housing as a foundation for addressing complex needs.

- ▶ An approach which focuses on the provision of stable housing was supported by respondents. The importance of recognizing the range of reasons that may have led to an individual becoming homeless, and involving those experiencing homelessness, in developing solutions was highlighted. Comments also emphasized the need to provide a wide range of support services alongside housing, for example access to training opportunities.



STRATEGY	WHAT WE HEARD
Food Security <i>Improve the accessibility, affordability, and coordination of the food system and access to healthy food by collaborating with partners on creative and strategic projects in the City.</i>	<ul style="list-style-type: none">▶ The food security strategy was strongly supported. Recommendations were made to add access to culturally appropriate foods and affordable food options that are nutritious. Many commented on the success of the local food bank and Loutet Farm. Several respondents highlighted the need for more community gardens and other innovative spaces to grow food locally such as boulevard gardens, rooftop gardens, and school gardens. Supporting local food producers and small businesses, reducing food waste, and increasing education and food literacy opportunities were also emphasized.
Reconciliation <i>Value, foster, and develop strong relationships with Indigenous members of the community and surrounding Nations to work towards reconciliation.</i>	<ul style="list-style-type: none">▶ Comments highlighted the need for the City to do more towards reconciliation with Indigenous peoples and encouraged the City to provide opportunities for learning and fostering understanding. Several respondents complimented the programming offered by the City Library, but stated more opportunities are needed. Building relationships, collaborating and coordinating with First Nations was also strongly supported. Other comments stressed the importance for the City to act on the United Nations Declaration on the Rights of Indigenous People (UNDRIP) and the Truth and Reconciliation Commission's 94 calls to action to further reconciliation between Canadians and Indigenous peoples.
Equity + Diversity + Inclusion <i>Cultivate a City that is engaged, equitable, and inclusive, where diversity is not only welcomed and celebrated but is also a City commitment.</i>	<ul style="list-style-type: none">▶ Although some felt that this strategy needs to be more clearly defined and may be difficult to achieve, the majority of respondents were very supportive. Many commented on the rich community diversity in the City and how this should be reflected in the City's committees, consultation processes, and policy development. The need to work with the community organizations, including the North Shore Immigrant Inclusion Partnership table, which is part of Impact North Shore, was also mentioned as well as the need to celebrate different cultures.



STRATEGY

WHAT WE HEARD

Mental Health

Promote improved mental health for all by embedding consideration of mental health into municipal services and policies, and by actively supporting initiatives, strategies, and organizations that positively affect mental health outcomes.

- ▶ Although it was noted that mental health fell under the responsibility of the Province and Local Health Authority and not local governments, many recognized that municipal governments could have a role in this area. Some of the suggestions included providing support and funding to non-profits that care for people with mental health issues, to educate the public (particularly youth) about mental health in order to reduce any stigma associated with it, and to reduce noise pollution through development. The need for connection and belonging across cultures and generations was also mentioned as well as the importance of pets to people's wellbeing.

Summary of Proposed Changes

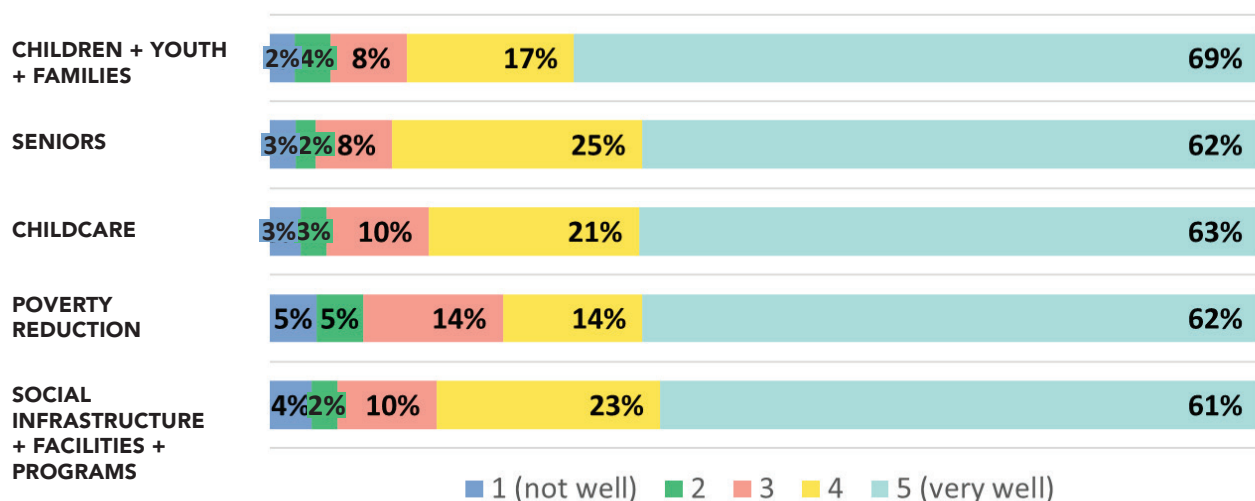
Comments reflected the strong importance of Equity, Diversity, and Inclusion and Reconciliation strategies, and that these topic areas are larger than one strategy and should be considered and addressed throughout the entirety of the Community Wellbeing Strategy. In addition, the City is working on a number of organizational efforts in these areas and the Community Wellbeing Strategy will further support those efforts. Other proposed changes will consider a broader health strategy focused on municipal opportunities for action.



Summary of What We Heard

The draft Supporting People strategies received the highest level of support from the survey across all the strategies.

DO THE DRAFT STRATEGIES MEET THE NEEDS OF THE COMMUNITY?



STRATEGY

WHAT WE HEARD

Child Care

Improve the accessibility, affordability, and quality of child care in the City by collaborating with partners, creating new spaces, and advocating for the community's needs.

- Residents commented that more child care spaces, especially those targeted to infants and toddlers were needed. These spaces need to be affordable and accessible for all children, including those with special needs and those who require supports. Comments were also made around the great care provided by not-for-profits and that the City should continue to support initiatives introduced by the Federal and Provincial governments.

Seniors

Support the needs of our diverse seniors population by improving our age-friendly city and fostering seniors active role, contributions, and participation in civic life.

- In general, most respondents expressed support for the existing seniors support programs and services that are in place on the North Shore. Multiple responses indicated a need to expand services to seniors who are most vulnerable such as those who are food insecure, those with increasing physical/mental challenges, and those who are experiencing mobility challenges. Comments also emphasized the need to provide more intergenerational learning and community activities throughout the City, such as volunteering, home sharing, and community gardening.



STRATEGY	WHAT WE HEARD
Children + Youth + Families <i>Support families in the City with family-friendly community design, housing and transportation options, employment, child care, social opportunities, and community services.</i>	<ul style="list-style-type: none">► Generally the comments centered on the need to support families through the provision of child care as well as through the provision of more accessible and affordable programs for children and youth. Other comments were provided around the need to go deeper and consider people with disabilities and vulnerable populations. Remarks were also made around the need to include actions related to food access and literacy as well as the need for spaces that children could engage in unstructured play.
Social Infrastructure + Facilities + Programs <i>Enhance and expand social infrastructure to meet a range of community needs and program uses, bring people together, and support the social and cultural fabric of the City.</i>	<ul style="list-style-type: none">► Responses highlighted the need to plan proactively to meet the needs/demands of a changing community, and the importance of facilities with low or no fees where people can access a range of activities. In considering future needs, a number of responses suggested engagement to determine what kind of facilities are needed most and how these should be designed and programmed.► Investment in City-owned assets was identified as a potential way to provide more multipurpose social and community spaces throughout the City. Comments also emphasized the need for informal as well as formal provision and co-location of services to encourage opportunities for varied connections, including intergenerational connections.
Poverty Reduction <i>Assist with the mitigation of the impacts of poverty while providing a supportive environment to help people move out of poverty.</i>	<ul style="list-style-type: none">► Although some survey participants felt that this strategy was somewhat unachievable and too broad, many believed that a living wage, food security and food access, and affordable and supported housing were important basic rights that should be addressed. Education was also noted as a key component and that it is often hidden poverty that is experienced by seniors and other vulnerable populations.

Summary of Proposed Changes

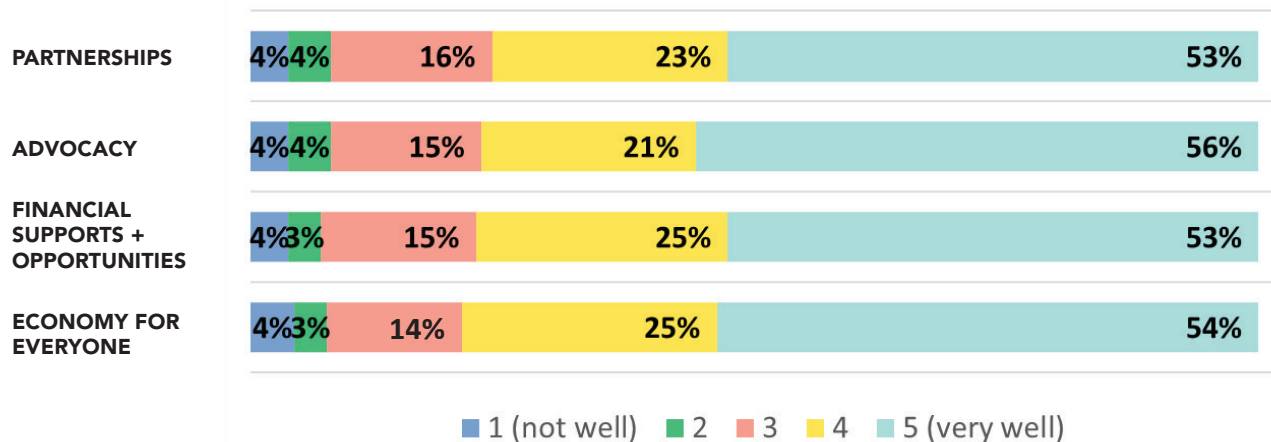
The strategies within Supporting People received generally high levels of support, and any changes in the next draft will focus on clarifications and identification of deliverable actions.



Summary of What We Heard

The draft Working Together strategies were highly supported through the survey.

DO THE DRAFT STRATEGIES MEET THE NEEDS OF THE COMMUNITY?



STRATEGY

WHAT WE HEARD

Partnerships

Build equitable and supportive partnerships with senior levels of government, First Nations, the business community, non-profit organizations, and other stakeholders to ensure that the diverse and changing needs of the community are met.

- Survey participants indicated clear support for the City to continue or enhance their partnerships with non-profit partners, community partners (e.g. the School District), and senior levels of government. These partnerships are seen as valuable as through conversation and by working alongside community groups, the City can better understand the issues impacting vulnerable residents. This can better allow the City to find opportunities to address challenges and to seize opportunities (e.g. provide land or pursuing funding opportunities) to help address inequities, such as accessing healthy food. It was also noted that more sustainable funding would help non-profits provide the programs and services to people that need it the most.



STRATEGY	WHAT WE HEARD
Advocacy <i>Champion and advocate to senior levels of government to provide support, funding, regulations, policy, and projects that meet community needs and enhance quality of life.</i>	<ul style="list-style-type: none">▶ Taking a focused and coordinated approach to advocacy was supported. A number of respondents suggested that the strategy should explicitly focus on coordination with other bodies such as neighbouring municipalities and community non-profit organizations so that advocacy efforts are targeted and duplicated only as needed.
Financial Supports + Opportunities <i>Act as an engaged partner with non-profit, social, and community agencies in working towards outcomes that benefit community wellbeing and prioritizing areas of key need through support, funding, space, and other resources.</i>	<ul style="list-style-type: none">▶ Most respondents agreed that this strategy was important as non-profit partners play a crucial role in providing community services to vulnerable populations. Many comments were also received around the importance of sustainable funding given the time and effort organizations have to dedicate to fundraising for their survival, could be spent on providing programs and support to their clients. Some comments also supported the idea of exploring social enterprises and sponsored based funding while others felt that this strategy would be too expensive.
Economy for Everyone <i>Shape growth and investment to focus on social priorities alongside economic and commercial priorities, enabling individuals and communities to prosper, share in the benefits of growth, and build resilience.</i>	<ul style="list-style-type: none">▶ The comments received on this strategy focused on the importance of prioritizing and supporting local and small businesses, social enterprises, and green growth. The risks of local businesses getting squeezed out by new developments, both due to pressures on industrial areas and the higher rents charged by new developments, were highlighted as areas requiring action.

Summary of Proposed Changes

The importance of community partnerships, supporting local businesses, and sustainable funding opportunities were strongly articulated within the comments. There was a lot of overlapping feedback amongst the four Working Together strategies, therefore changes in the next draft will focus on refinement and limiting overlap.



Demographics of Public Survey Respondents

While not all survey respondents chose to answer the optional demographic questions, analysis of the demographics of those who did respond show that there are distinct demographic and socioeconomic trends regarding who completed the public survey – respondents to the public survey tended to be older, female, and in higher income earning households. Of those who responded to the question asking about ethnicity/ racial background/family origin, 70 percent of respondents identified as Caucasian/ white.

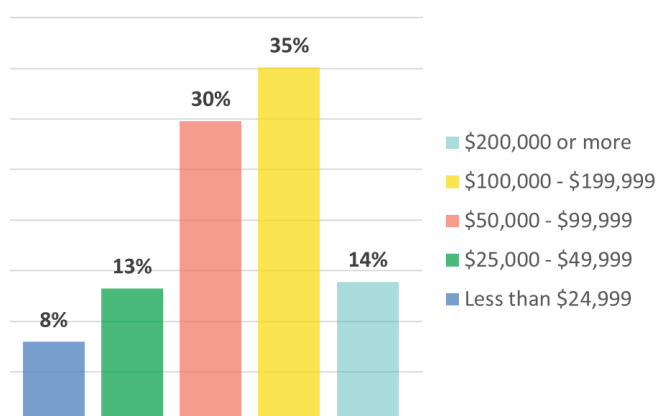
Age:

- ▶ 15% of respondents are 34 years old or younger
- ▶ 38% of respondents are 35-49 years
- ▶ 32% of respondents are 50-64 years
- ▶ 15% of respondents are over 65 years

Gender:

- ▶ 74% of respondents are female
- ▶ 23% of respondents are male
- ▶ 3% of respondents chose 'another' category

Household Income:



One of the City's Four Guiding Principles of Engagement is Inclusiveness & Accessibility. From the onset, a concerted effort has been made to reach, inform, and hear from all community members. To tackle this challenge, the engagement process sought to provide 'barrier free' opportunities for all community members to provide feedback and complete the survey questions. Staff have tapped into informal networks and have initiated pop-up type opportunities to target the broader community. However, the demographics of the public survey respondents indicate that further efforts need to be made to successfully engage with a wider cross section of City residents.



Integrating Feedback and Next Steps

The feedback received through the public engagement is being used to further refine the draft vision, goals, and strategies for the Community Wellbeing Strategy. The input will also help to facilitate the development of policies, actions, and an implementation plan for the Community Wellbeing Strategy. The draft Strategy is anticipated to be shared for public input in spring 2022.

Next Steps





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LETSTALK.CNV.ORG

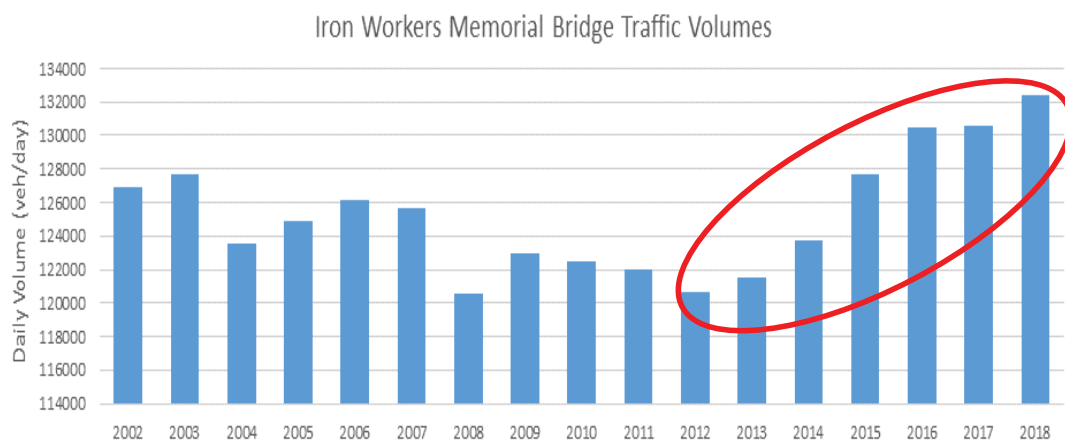
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Burrard Inlet Rapid Transit (BIRT) and Mayors' Council 10-Year Vision

Presented February 2022
Planning and Development



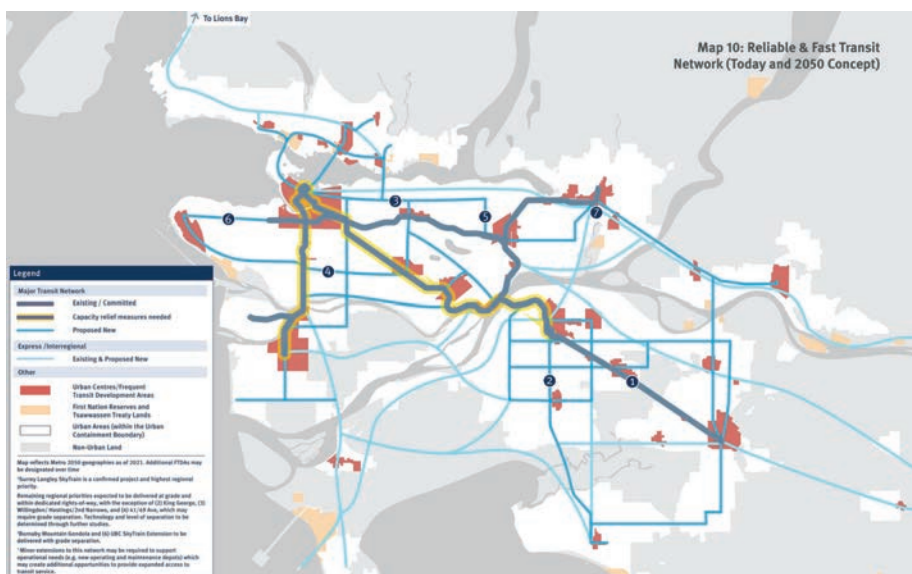
Regional travel dynamics
are putting pressure on our
transportation system



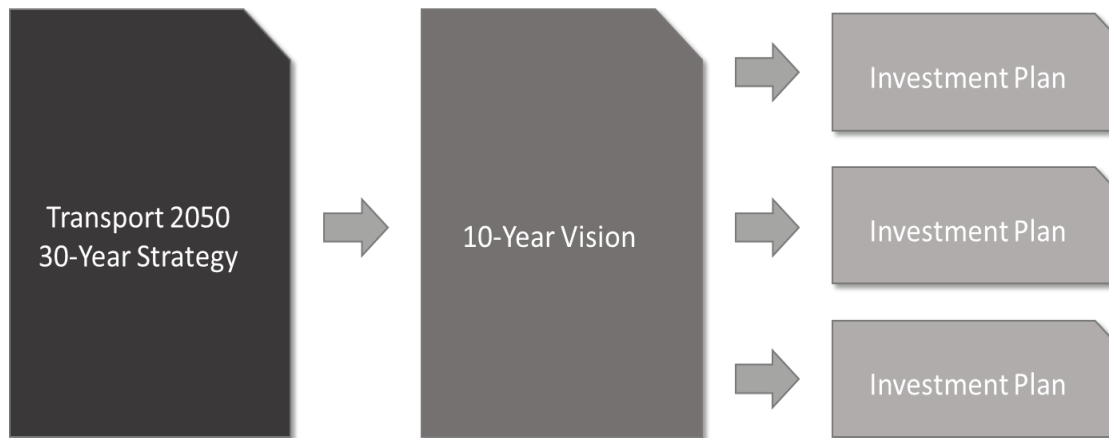
Significant local and regional benefits could be realized from rapid transit investment to the North Shore

- **111,000** daily transit trips with **\$500M** benefit in annual travel time savings
- Potential to shift **50,000** daily vehicle trips to transit
- Over **175,000** jobs (2x more than today) accessible within a 60-minute transit ride for North Shore residents
- **\$90 million** in avoided costs associated with collision
- Support an addition **2,500** more affordable housing units

BIRT is included in the recently adopted Transport 2050 strategy

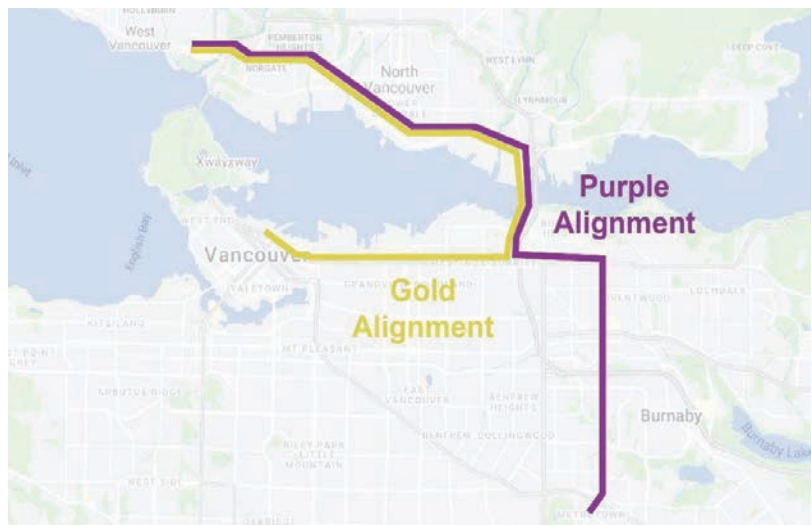


The new 10-Year Vision will outline key initiatives from Transport 2050 to advance in the next decade



Future planning will confirm outstanding considerations

- Preferred alignment
- Preferred technology
- Opportunities for phasing



Thank you.





 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: Andrew Devlin, Manager, Transportation Planning

Subject: BURRARD INLET RAPID TRANSIT AND MAYORS' COUNCIL 10-YEAR VISION

Date: January 26, 2022 File No: 16-8330-10-0003/1

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

RECOMMENDATION

PURSUANT to the report of the Manager, Transportation Planning, January 26, 2022, entitled "Burrard Inlet Rapid Transit and Mayors' Council 10-Year Vision":

THAT Council formally request that Mayors' Council prioritize the inclusion of Burrard Inlet Rapid Transit in the 10-Year Regional Transit and Transportation Vision given the far reaching regional benefits of the investments outlined in the Benefits Assessment;

AND THAT a copy of this resolution and report be sent to all member municipalities of the TransLink Mayors' Council.

ATTACHMENTS

1. Burrard Inlet Rapid Transit Benefits Assessment August 2021 (CityDocs [2094597](#))

SUMMARY

The Mayors' Council has commenced development of the new 10-Year Vision that will outline major transit and transportation priorities and programs from Transport 2050, the updated Regional Transportation Strategy, to fund and deliver within the next decade. Burrard Inlet Rapid Transit (BIRT) should be included within the new 10-Year Vision as it is deliverable and has far-reaching regional benefits, as demonstrated in previous studies.

BACKGROUND

In 2018, the Integrated North Shore Transportation Planning Project (INSTPP) identified the need to explore opportunities for improving transportation options across the Burrard Inlet to alleviate road congestion for people travelling to and from the North Shore. One of the near-term actions identified was to investigate implementation of rapid transit across Burrard Inlet to the North Shore. This included a Feasibility Analysis of rapid transit across Burrard Inlet undertaken in 2020, and a Benefits Assessment (i.e., Economic Impact Analysis) undertaken in 2021. The Feasibility Study and Benefits Assessment are valuable initial research and analysis that display strong benefits from a rapid transit connection across the Burrard Inlet to the North Shore including:

- Shifting approximately 50,000 daily vehicle trips in the region to transit, resulting in decreased congestion, emissions, and collisions.
- A near doubling of jobs accessible within a 60-minute transit ride for North Shore residents, while at the same time, increasing access to more jobs on the North Shore whereby supporting local, regional, provincial and national economies.
- Improved connectivity, economic development conditions and opportunity for improved housing diversity for four First Nations reserves across the North Shore.

DISCUSSION

Prioritizing BIRT in the Regional Transit and Transportation Planning Process

The next step towards delivering rapid transit infrastructure across the Burrard Inlet is to secure the project within TransLink's Regional Transportation Strategy (Transport 2050), 10-Year Vision, and Investment Plan.

- Regional Transportation Strategy: Also known as Transport 2050, is the long-range transportation vision and strategy for the region. Key objectives of Transport 2050 include reducing GHGs, improving network connectivity, providing travel choices to encourage a mode shift, connect with First Nations reserves, improve access to parks and natural areas, and to provide service to emerging transit-oriented areas. A rapid transit connection between the North Shore and the Burrard Peninsula is identified as a new "Reliable and Fast" transit corridor in this long range strategy approved by the Mayors' Council in January 2022. BIRT also ranks among the top performing projects considered in Transport 2050 based on transit ridership projections.
- Mayors' Council 10-Year Vision: Identifies priority projects from Transport 2050 for implementation within the next 10-year horizon, with estimated costs and benefits. The new 10-Year Vision is now under development by the Mayors' Council and is expected to be released in spring 2022.
- 10-Year Investment Plans: Identifies the comprehensive funding frameworks to support planning, design and delivery of priority projects in the 10-Year Vision. Staff anticipate the next 10 Year Investment Plan that will contemplate service expansion will be 2023.

The regional transportation planning and prioritization process is illustrated in Figure 1.

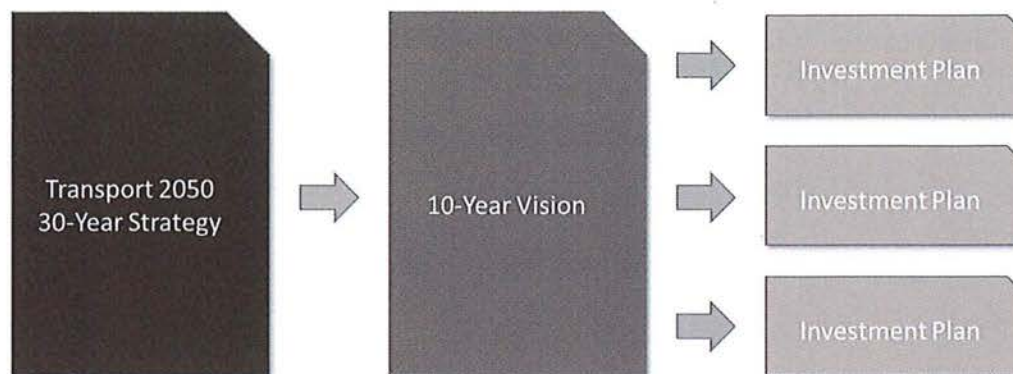


Figure 1: Relationship between Regional Transportation Strategy, 10-Year Vision, and Investment Plans

Next Steps

As travel technology and alignment are not yet confirmed, it was considered premature to include costs as part of the technical and economic impact analysis completed to date. Travel technology and alignment are generally determined as part of the regional planning process through TransLink, once a project has been included in the 10-Year Vision. BIRT has undergone a feasibility study and benefits assessment over the last three years. The North Shore is the last large population base in the region and the Lonsdale Regional City Centre is the only City Centre without rapid transit or commuter rail. The findings show positive benefits that will help the City, the North Shore and the Metro Vancouver region meet goals related to decreasing congestion and greenhouse gas emissions, improving safety, and boosting economic productivity.

FINANCIAL IMPLICATIONS

At this point in time, there are no financial implications for formally requesting that this project be included in the 10-Year Vision. Should BIRT be included in the 10-Year Vision, funding discussions will be required between municipal, regional, provincial and federal governments to undertake planning and delivery of the project.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

Prioritizing access to transit is included in the City's Official Community Plan (2014). Prioritizing BIRT and rapid transit connections to the North Shore is included in the City's Draft Mobility Strategy (2022).

RESPECTFULLY SUBMITTED:

Andrew Devlin, MCIP, RPP
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NORTH SHORE CONNECTS PROJECT WORKING GROUP

BURRARD INLET RAPID TRANSIT

BENEFITS ASSESSMENT



Tsleil-Waututh Nation
PEOPLE OF THE INLET



Skwxwú7mesh
Úxwumixw
Squamish Nation



August 2021



BURRARD INLET RAPID TRANSIT BENEFITS ASSESSMENT

NORTH SHORE CONNECTS PROJECT
WORKING GROUP

FINAL REPORT

DATE: AUGUST 2021

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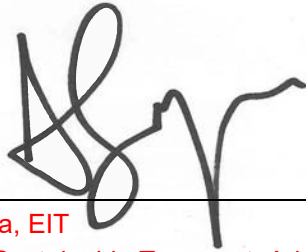
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EXECUTIVE SUMMARY

INTRODUCTION TO THE BENEFITS ASSESSMENT

With its transit-oriented community structure, diverse population and range of employment opportunities, Metro Vancouver has proven to be a globally renowned and desirable destination to live, work, and play. The North Shore is a prominent player in the region, with a concentration of important industry sectors such as tourism, professional services, ports and marine, arts and film, and healthcare. It is a key partner in Canada's supply chain providing critical ties to provincial and national goods movement, and playing a pivotal role as a gateway between Metro Vancouver and other growing regions and economic drivers of the province: The Sea-To Sky Corridor, Sunshine Coast and Vancouver Island. However, existing conditions on the North Shore such as land use, limited east-west road network connectivity and capacity, lack of transit travel time competitiveness (compared to auto mode), and robust employment growth with limited affordable housing opportunities have in turn created economic impacts locally, regionally, provincially, and nationally. These transportation and land use challenges have been studied extensively through the Integrated North Shore Transportation Planning Project (INSTPP) which has identified a suite of complementary measures needed for addressing chronic congestion.

Economic competitiveness and benefits to the region can be achieved through an investment in high-capacity rapid transit linking the North Shore, such as the proposed Burrard Inlet Rapid Transit (BIRT) project. This Benefits Assessment was conducted to analyse the benefits that can be expected to be generated by an investment in BIRT, with particular focus on the impacts to the local, regional, provincial, and national economies. The assessment investigated the expected impacts of BIRT in five categories: Transportation, Economic Development, Equity & Affordability, Health & Safety, and Climate & Environment.

OVERVIEW OF BIRT



Figure ES-1: BIRT Benefits Assessment Assessed Alignments

Two BIRT alignments were analysed and compared to a business-as-usual (BAU) case where transit service provided reflects investments committed to through the Mayors' Council Investment Plan. The modelled BIRT

alignments were based on those proposed in the *Burrard Inlet Rapid Transit Study: Stage 2 Engineering Review*² with minor updates to ensure a comparable analysis. The Gold and Purple alignments (shown in Figure ES-1 above) were chosen for this study to showcase a range in expected benefits, however they do not indicate recommended or approved alignments. These alignments were chosen as:

- It was noted in initial recommendations that an alignment over the Second Narrows is more likely to provide service better capturing key destinations and population centres across the North Shore; and
- Alignments across the Second Narrows provide better regional connection to municipalities across the south and east of Metro Vancouver either directly or via the Expo or Millennium Lines.

OVERVIEW OF THE BENEFITS ASSESSMENT

This Benefits Assessment analyzes impact categories in a typical Economic Impact Assessment through monetized, quantitative and qualitative analysis. This assessment analyzes solely project benefits, as opposed to a traditional Benefit-Cost Analysis that compares project benefits to project costs, as sufficient study has not yet been conducted to select a preferred alignment or technology and determine associated costs. As such, a study of the benefits is appropriate to establish the potential opportunities in investing in a project like BIRT.

The three methods of analysis were employed to capture project benefits as best as possible during this project stage:

- **Monetized analysis** – for accounts that are quantifiable, and where a dollar value can be attributed to the impact.
- **Quantitative analysis** – for accounts that are quantifiable, but where a dollar value cannot be easily attributed to the impact due to the preliminary stage of the project or other factors.
- **Qualitative analysis** – for accounts that cannot be easily quantified or monetized but are still expected to result in significant benefits as a result of BIRT.

STUDY FINDINGS

Table ES-1 provides a summary of the monetized, quantitative, and qualitative analysis; outcomes are provided as a range of the Gold and Purple Alignments as compared to the BAU Case. Individual outcomes based on alignment can be found throughout the subsequent report. The below subsections summarize the outcomes of the stakeholder engagement and analysed accounts.

Any monetized and quantified results are reflective of the expected impact in 2050. These are only reflective of one year of results, specifically 2050, and cannot be taken to be representative of an annual savings as results are dependant on variables that would change annually throughout the project life span (e.g., VKT, ridership etc.). The monetized results are shown in undiscounted 2020 dollars, that is monetized results have not been adjusted to account for the time value of money.

STAKEHOLDER ENGAGEMENT

Stakeholder³ perceptions anticipated that a **rapid transit connection to the North Shore would result in positive impacts** to congestion, travel time reliability, regional access and connectivity, local and regional tourism, labour mobility, industry-specific economic impacts, sustainable land development, and access to post-secondary institutions.

TRANSPORTATION IMPACTS

BIRT results in a number of transportation user benefits including travel time savings, reliability savings, and vehicle operating cost savings. **A benefit of \$571M - \$646M was calculated for all modes of transport** (i.e., auto, transit, light trucks, and heavy trucks), the majority of the benefits (\$498 - \$552M) arising as a result of projected travel time savings for transportation network users. This has an impact on both individual users and on local and regional businesses.

² Burrard Inlet Rapid Transit Study: Stage 2 Engineering Review (2020)

³ Stakeholders consultations included representation from North Shore businesses (from Tourism, Food & Beverage, Professional Services, Commercial Development, Post Secondary, Film, Ports & Terminals industries and business sectors) and representatives from First Nations communities.

ECONOMIC DEVELOPMENT IMPACTS

BIRT will necessitate the expenditure of capital, operational, and maintenance funds for construction and operations; the economic impacts of these expenditures were analysed using Statistics Canada's Input/Output model and were calculated per billion dollars spent in each expenditure category (Urban Transit Systems, Transportation Engineering Construction, and Architectural, Engineering and Related Services). BIRT was found to **contribute \$4.2 billion to Canada's GDP, and generate 43,000 full-time employment positions (FTE), \$114 million in unincorporated sector labour income, \$2.7 billion in wages and salaries, \$428 million in tax revenue creation, and \$7.6 billion in output per billion dollars spent in each capital and operating expense category.** In addition to these economic benefits, an **agglomeration benefit of \$84M - \$107M** is realized due to increased efficiencies from increased proximity among the Region's business clusters.

EQUITY AND AFFORDABILITY IMPACTS

Metro Vancouver has consistently been reported to be one of the most expensive places to live in Canada. A significant factor to Metro Vancouver's unaffordability is the comparatively lower average household incomes against the cost of living, and in particular, the cost of housing and transport. BIRT has the potential to improve equity and affordability in Metro Vancouver in two ways: by providing greater access to jobs and housing in the region, and by providing additional affordable housing units through development contributions. BIRT will **increase access to jobs accessible within a 60-minute transit ride** and will provide **1,300 – 2,600 additional affordable dwelling units** as compared to the BAU by the 2050 horizon date.

HEALTH AND SAFETY IMPACTS

Through a decrease in number of vehicular trips, and therefore a decrease in vehicle kilometres travelled (VKT), BIRT is expected to result in reduced roadway collisions compared to the BAU case. In the BIRT case, approximately **1,100 total prevented collisions** (fatalities, injuries, and property-damage only) are expected **in 2050, with a total reduced collision impact of \$89 million.** Collision reduction and associated monetary benefit would be realized each year BIRT is in operation, although the precise value would be dependant on the annual decrease in VKT before and after the horizon year of 2050.

BIRT is also expected to have increased societal benefits associated with improved health as a result of mode shift from auto to transit. Living a sedentary lifestyle has a significant impact on our physical health and wellbeing, and in turn an impact on local healthcare systems. Transit trips are most often paired with another form of active transportation (walking, cycling, rolling), and the addition of these trips reduces the negative health impacts associated with sedentary lifestyles and financial burden to society.

CLIMATE AND ENVIRONMENT IMPACTS

A reduction in auto travel across the region, and associated reduction in VKT, results in decreased pollutants - CO₂, SO_x, NO_x, and GHG emissions. The **reduced auto emissions impact for the year 2050 results in a benefit of \$1.4 million** for both BIRT alignments when compared to the BAU. The auto emissions reduction is highly dependant on electric vehicle (EV) adoption. It was assumed that an 80 percent EV adoption rate would occur in 2050, meaning that 80 percent of the VKT in 2050 is produced by EVs (which would have no tailpipe emissions). The implementation of BIRT prior to 80 percent EV adoption would impact the emissions reduction and associated monetary benefit.

A reduction in VKT will result in a reduction of particulate run-off and a corresponding reduction in stormwater run-off pollution associated with local transportation networks. As a result, BIRT can be expected to have a positive impact on the restoration of the local waterbodies through a reduction in stormwater run-off pollution.

FIRST NATION IMPACTS

BIRT is unique in its benefits for First Nations communities. A rapid transit connection to the North Shore will serve to fill gaps in regional access as it connects Capilano IR No. 5, Mission IR No. 1, Seymour Creek IR No. 2 and Burrard Inlet IR No. 3 for Squamish and Tsleil-Waututh First Nations. An investment in BIRT will establish improved connections for these communities to jobs and affordable housing in the region and generate socio-economic benefits through increased access to job opportunities. BIRT can be expected to establish a platform for sustainable economic growth through land development and partnership opportunities for First Nations on the North Shore, as well as tourism expansion opportunities.

Table ES-1: BIRT Benefits Assessment Summary (Undiscounted 2020\$)

Topic	Outcome	Notes
Transportation Impacts		
Travel Time Savings Impact (2050)	\$498 - \$552M	Travel time savings impact is relatively high in comparison to other transportation business cases in the region.
Reliability Impact (2050)	\$55 - \$75M	Reliability impact is strong compared to other transportation business cases in the region.
Vehicle Operating Cost Savings (2050)	\$18 - \$19M	The annual auto VKT savings in 2050 is equivalent to removing 7,800 vehicles from the network.
Economic Development Impacts		
GDP Contribution	\$4.2 billion	Benefits were calculated using Statistic Canada's Input/Output model. All numbers presented reflect the cumulative direct, indirect, and induced economic effects per a \$1 billion spent basis in the industries related to direct project spending (i.e., capital and operating expenses).
Employment Creation (in Job-Year FTE)	43,000 jobs	
Labour Income of Unincorporated Sector Generation	\$114 million	
Wages & Salaries Generation	\$2.7 billion	
Tax Revenue Creation	\$428 million	
Output	\$7.6 billion	
Agglomeration Impacts	\$84 - \$107M	Benefits emerge from connecting industries on the North Shore to business clusters across the region.
Development Potential	Qualitatively Assessed	A rapid transit investment with upzoning (i.e., zoning changes to increase density) can create a land value gain between 20 - 40%. Land value capture can secure new sources of revenue for regional transportation initiatives, support transit-oriented affordable housing, and increase transit and active modes. Development opportunities exist for First Nations on the North Shore which will result in economic benefits and increasing affordable housing supply.
Capital Deferral	Qualitatively Assessed	An investment in BIRT introduces the potential for deferral of other major transportation capital-intensive projects in the region (i.e., highway expansions, bridge expansions, bridge replacements, goods movement infrastructure, etc.) Additional opportunities exist for the completion of other project scopes alongside BIRT; this may warrant further study to determine additional economic benefits that can be expected.
Equity and Affordability Impacts		
Regional Access to Jobs and Housing	Qualitatively Assessed	In the BAU Case, North Shore jobs are only accessible by transit in 45 minutes to people living in Vancouver's downtown core and to those who live on the North Shore. BIRT opens access into Greater Vancouver, Burnaby, New Westminster, and Coquitlam, positively impacting North Shore businesses by increasing labour pool and mobility. BIRT provides improved access for areas in the region with a greater supply of affordable housing to access the North Shore.
Affordable Housing Supply	Qualitatively Assessed	A rapid transit investment will result in increased development and population residing along its corridor. Through a high-level assessment an estimated 1,300 – 2,600 incremental affordable housing units can be expected as a result of BIRT. This is highly dependant on local zoning bylaws and affordable housing policies.
Health and Safety Impacts		
Reduced Collision Impact (2050)	\$88 - \$89M	A reduction in vehicle travel as a result of BIRT is expected to result in a total reduction of 0.5 fatalities, 232 - 233 injuries, and 881 - 887 property damage only incidents for the year 2050.
Health Impacts due to Mode Shift	Qualitatively Assessed	The impact of physical inactivity costs the provincial health care system more than \$570 million annual ⁴ . Mode shift from auto to transit introduces physical activity for daily trips and is generally paired with active modes (e.g., walking or rolling) to access transit stops, additional physical activity worked into our daily lives
Climate and Environment Impacts		
Reduced Auto Emissions (2050)	\$1.4M	A reduction in regional travel by auto mode results in a reduction in auto emissions such as CO ₂ , NO _x , SO _x , etc.
Restoration of the Burrard Inlet	Qualitatively Assessed	Stormwater pollution is a large contributor to local waterbody contamination. Through reduction of motor vehicle use and reduced auto emissions, less toxic road run-off will make its way into the Burrard Inlet.

⁴ Includes Direct Costs (hospital, physician, drug, institutional, etc.) and Indirect Costs (productivity losses due to premature death and disability) - <https://health.gov.bc.ca/library/publications/year/2004/inactivity.pdf>

REALIZING THE BENEFITS

BIRT offers unique benefits to the North Shore and Metro Vancouver region. In providing fast and reliable regional connectivity, transportation network users of all modes can be expected to benefit from travel time savings and reliability improvements. Furthermore, it is projected that BIRT will generate economic benefits to local and regional businesses, economic productivity known as agglomeration, and improved access to regional jobs and housing. These benefits impact the North Shore, Metro Vancouver, and also extend to the Lower Mainland and nationally through impacts to the tourism industry and national goods movement. Additional societal benefits include an increase in regional affordable housing supply, reduced collisions, health and economic benefits related to increased physical activity, and improved climate resilience and environmental outcomes as a result of reduced auto emissions and stormwater pollution. This catalog of strong benefits outlines the importance and significance of BIRT for the Metro Vancouver region.

There are a number of strategic rationales for an investment in BIRT:

FIRST NATIONS ECONOMIC DEVELOPMENT AND IMPROVED CONNECTIVITY – BIRT has a unique opportunity as the only proposed alignment running adjacent to four First Nations reserves belonging to the Squamish and Tsleil-Waututh Nations. There is potential for economic development for these communities through an investment in BIRT which would improve physical and cultural connectivity across the region providing access to jobs, housing, and traditional territories for decades to come.

TACKLING AFFORDABILITY AND ACCESSIBILITY – Living and, to a certain extent, working on the North Shore is inaccessible to many people in the region as a result of increasing housing prices, limited housing supply, extended commute times, and limited transportation choices. A strong economy exists on the North Shore, but it is being significantly impacted due to a lack of competitive transit connections. As a result, local businesses are struggling with employee attraction and retention. An investment in BIRT will provide greater and more affordable transportation choices connecting people within the region to jobs on the North Shore. Furthermore, a rapid transit corridor increases transit-oriented development, creating more opportunities to provide affordable housing units.

IMPROVED TRAVEL TIME AND RELIABILITY – The North Shore is constrained due to its geography and access being limited to two bridges crossing the Burrard Inlet, causing considerable congestion. BIRT has extremely strong benefits to travel time savings and reliability, up to \$552M and \$75M respectively in 2050. This has a significant impact on moving people across the region, as well as improving goods movement from port and marine operations located on the North Shore across the country.

ENABLING CONDITIONS FOR TRAVEL BETWEEN METRO VANCOUVER AND BEYOND – Communities and businesses up the Sea to Sky, on the Sunshine Coast, and on Vancouver Island connect through the North Shore to reach Metro Vancouver via the road network and Horseshoe Bay Ferry Terminal. These communities will continue to grow in population and visitation, and the road network will only continue to become more congested. An investment in BIRT allows for additional reliable transit connections beyond the region benefiting users and generating wider economic benefits.

BIRT has the advantage of a collaborative partnership between local governments, organizations, and First Nations who are in alignment on project planning and supporting investment in rapid transit across the Burrard Inlet to the North Shore as shown through their participation in previous and current work on INSTPP. This is an important advantage in creating efficiencies in the business case lifecycle process and along with its strong benefits, establishes BIRT as an important investment.

TABLE OF CONTENTS

EXECUTIVE SUMMARY	V
1 PURPOSE OF THIS REPORT	1
2 BURRARD INLET RAPID TRANSIT OVERVIEW	2
2.1 Burrard Inlet Rapid Transit Study History	2
2.2 Benefits Assessment Assumptions	4
2.3 Benefits Assessment Limitations	5
3 PROJECT NEED	6
4 STAKEHOLDER ENGAGEMENT	8
4.1 Summary of Key Themes From Stakeholder Engagement	8
4.1.1 Labour Mobility and Employment	8
4.1.2 Congestion	9
4.1.3 Reliability	9
4.1.4 Access and Connectivity	9
4.1.5 Local and Regional Tourism	9
4.1.6 Impacts to Film Industry	10
4.1.7 Commercial Connectivity – Ports and Goods Movement	10
4.1.8 Affordable Housing	10
4.1.9 Sustainable Land Development	10
4.1.10 Access to Post-Secondary Education	10
5 BENEFITS ASSESSMENT	11
5.1 Introduction	11
5.2 Transportation Impacts	12
5.2.1 Travel Time Savings	12
5.2.2 Travel Time Reliability	14
5.2.3 Vehicle Operating Cost (VOC) Savings	16
5.3 Economic Development Impacts	17
5.3.1 Macroeconomic Impacts	17

5.3.2	Agglomeration	23
5.3.3	Development Potential and Land Value Uplift	25
5.3.4	Major Infrastructure Investment Deferral	26
5.4	Equity and Affordability	26
5.4.1	Regional Access to Jobs and Housing	27
5.4.2	Affordable Housing Supply	30
5.5	Health and Safety Impacts	32
5.5.1	Reduced Collision Benefits	32
5.5.2	Health Benefits Associated with Mode Shift	34
5.6	Climate and Environment Impacts	34
5.6.1	Reduced Auto Emissions	34
5.6.2	Restoration of Local Waterbodies	36
5.7	Summary of Benefits	36
6	REALIZING THE BENEFITS	40

TABLES

TABLE 2-1: BIRT MODELLING ASSUMPTIONS	5
TABLE 5-1: BIRT BENEFITS ASSESSMENT IMPACT CATEGORIES	11
TABLE 5-2: SUMMARY OF TRAVEL TIME SAVINGS IMPACT (2050).....	13
TABLE 5-3: SUMMARY OF RELIABILITY BENEFITS (2050)	15
TABLE 5-4: SUMMARY OF VEHICLE OPERATING COST SAVINGS (2050)	16
TABLE 5-5: REGIONAL UNEMPLOYMENT STATISTICS (2016).....	18
TABLE 5-6: NUMBER OF BUSINESSES ON THE NORTH SHORE BY SIZE AND LOCATION (2019)	19
TABLE 5-7: REGIONAL POPULATION AND PROJECTED GROWTH	21
TABLE 5-8: SUMMARY OF ECONOMIC IMPACTS OF THE BURRARD INLET RAPID TRANSIT PROJECT PER YEAR PER \$1B SPENT (MILLIONS OF UNDISCOUNTED 2020\$).....	23
TABLE 5-9: GROSS DOMESTIC PRODUCT PER WORKER (\$2020)	24
TABLE 5-10: SUMMARY OF AGGLOMERATION BENEFIT (2050).....	25
TABLE 5-11: REGIONAL JOB ACCESSIBILITY BY A 60-MINUTE TRANSIT TRIP	28
TABLE 5-12: SUMMARY OF CORRIDOR REDEVELOPMENT-BASED APPROACH	31
TABLE 5-13: SUMMARY OF POPULATION-BASED APPROACH.....	32
TABLE 5-14: HISTORICAL COLLISION SEVERITY RATES PER MILLION VKT WITHIN THE STUDY REGION	33
TABLE 5-15: APPLIED COLLISION MONETIZATION VALUES (IN CAD 2020\$)	33
TABLE 5-16: PREVENTED ANNUAL COLLISIONS BY COLLISION SEVERITY (2050)	33
TABLE 5-17: 2030 VEHICLE EMISSION FACTORS (G/VKT)	35
TABLE 5-18: SUMMARY OF AUTO EMISSIONS REDUCTION (2050).....	35
TABLE 5-19: APPLIED EMISSIONS MONETIZATION VALUES (IN CAD 2020\$)	35
TABLE 5-20: 2050 AUTO EMISSIONS COST SAVINGS (UNDISCOUNTED 2020\$)	36
TABLE 5-21: SUMMARY OF BENEFITS ASSESSMENT FINDINGS	37

FIGURES

FIGURE 2-1: METRO VANCOUVER - BIRT STUDY AREA	2
FIGURE 2-2: BIRT STAGE 2 ENGINEERING REVIEW ALIGNMENT OPTIONS	3
FIGURE 2-3: BIRT BENEFITS ASSESSMENT ASSESSED ALIGNMENTS	4
FIGURE 5-1: ECONOMICS DEMAND CURVE	12
FIGURE 5-2: BRIT INCREMENTAL TRANSIT TRIPS	13
FIGURE 5-3: TRAVEL TIME RELIABILITY EXAMPLE – TRIP FROM NORTH SHORE TO DOWNTOWN.....	14
FIGURE 5-4: HYPOTHETICAL TRAVEL TIME DISTRIBUTION	14
FIGURE 5-5: BUSINESS BREAKDOWN BY INDUSTRY - CITY OF NORTH VANCOUVER.....	20
FIGURE 5-6: BUSINESS BREAKDOWN BY INDUSTRY - DISTRICT OF NORTH VANCOUVER.....	20
FIGURE 5-7: BUSINESS BREAKDOWN BY INDUSTRY - DISTRICT OF WEST VANCOUVER	20
FIGURE 5-8: METRO VANCOUVER EMPLOYMENT DENSITY (2050).....	25
FIGURE 5-9: VANCOUVER CMA COMMUTER DURATION (TRANSIT MODE) DISTRIBUTION	27
FIGURE 5-10: TRANSIT ACCESSIBILITY IN 60 MINUTES TO REGIONAL JOBS - BIRT GOLD ALIGNMENT VS BAU.....	28
FIGURE 5-11: TRANSIT ACCESSIBILITY IN 60 MINUTES TO REGIONAL JOBS – BIRT PURPLE ALIGNMENT VS BAU.....	29
FIGURE 5-12: TRANSIT ACCESSIBILITY IN 60 MINUTES TO NORTH SHORE JOBS - BIRT GOLD ALIGNMENT VS BAU	29
FIGURE 5-13: TRANSIT ACCESSIBILITY IN 60 MINUTES TO NORTH SHORE JOBS - BIRT PURPLE ALIGNMENT VS BAU	30
FIGURE 6-1: TRANSLINK BUSINESS CASE LIFECYCLE (DRAFT)	41

APPENDICES

A	NORTH SHORE EMPLOYEE HEAT MAP
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1 PURPOSE OF THIS REPORT

The purpose of the Burrard Inlet Rapid Transit (BIRT) Benefits Assessment is to highlight the economic, environmental, and social benefits of investing in a rapid transit line across the Burrard Inlet, connecting the North Shore to the remainder of Metro Vancouver. The North Shore is a prominent player in the region, with a concentration of important industry sectors such as tourism, professional services, ports and marine, arts and film, and healthcare. It is a key partner in Canada's supply chain providing critical ties to provincial and national goods movement, and plays a pivotal role as a vital gateway between Metro Vancouver and other key growing regions and economic drivers of the province: The Sea-To Sky Corridor, Sunshine Coast and Vancouver Island. However, existing conditions on the North Shore such as land use, road network design, lack of transit travel time competitiveness (compared to auto mode), and road network capacity and management create challenges which in turn has economic impacts locally, regionally, provincially, and nationally.

Economic competitiveness and benefits to the region can be achieved through an investment in high-capacity rapid transit linking the North Shore, such as the proposed BIRT project. This Benefits Assessment was conducted to analyse the benefits expected to be generated by an investment in BIRT, with a particular focus on the impacts to the local, regional, provincial, and national economies. The assessment investigated the expected impacts of BIRT in five categories: Transportation, Economic Development, Equity and Affordability, Health & Safety, and Climate & Environment.

This is a study of the project benefits, as opposed to a traditional Benefit-Cost Analysis. Project planning to date has been conducted through the collaboration of municipalities, community organizations, and First Nations communities on the North Shore and sufficient study has not yet been conducted to select a preferred alignment, technology, or develop associated costs. As such, a study of the benefits is appropriate to establish the potential opportunities in investing in a project like BIRT.

The Benefits Assessment is structured as follows:

- **CHAPTER 2, BURRARD INLET RAPID TRANSIT OVERVIEW** – Introduces the history of BIRT, the project study area, modelling assumptions undertaken, and Benefits Assessment study limitations.
- **CHAPTER 3, PROJECT NEED** – Discusses the arguments and strategic case for investing in BIRT. Topics discussed were used as the basis for areas of further analysis as part of this Benefits Assessment.
- **CHAPTER 4, STAKEHOLDER ENGAGEMENT** – Summarizes key themes brought up by industry representatives and Nations regarding an investment in rapid transit to the North Shore.
- **CHAPTER 5, BENEFITS ASSESSMENT** – Provides an overview of the analysis conducted and expected benefits as a result of an investment in BIRT for impact categories including Transportation, Economic Development, Equity and Affordability, Health and Safety, and Climate and Environment.
- **CHAPTER 6, REALIZING THE BENEFITS** – Discusses the strategic arguments for investing in BIRT and next steps required in order to realize the discussed benefits.

This Benefits Assessment reflects a preliminary study prior to commencement of TransLink's official business case process, as such, quantifiers such as cost, Benefit-Cost Ratio (BCR), and Net-Present Value (NPV) were not derived at this stage. This Benefits Assessment reflects the benefits of BIRT as compared to a No-Build case, called the "business-as-usual" (BAU) case for the year 2050, and contextualizes these benefits.

2 BURRARD INLET RAPID TRANSIT OVERVIEW

2.1 BURRARD INLET RAPID TRANSIT STUDY HISTORY

Burrard Inlet Rapid Transit (BIRT) draws its origins from the Integrated North Shore Transportation Planning Project (INSTPP) completed in 2018. INSTPP outlines current and future transportation needs for better integrating transportation and land use, and overcoming chronic congestion issues impacting the North Shore and surrounding communities within the Metro Vancouver region in British Columbia. It also highlights opportunities for collaboration on short-term transportation improvements, and a collective long-term framework for solving transportation challenges across multiple agencies on the North Shore. One of the key near-term actions highlighted was to ‘Evaluate the conditions for rapid transit between the North Shore and Burrard Peninsula, connecting Lonsdale City Centre with Vancouver’s metropolitan core and the regional rapid transit network’. Figure 2-1 outlines the BIRT study area including locations of importance along the North Shore.

The Partner Working Group (PWG) was formed out of the INSTPP to guide the feasibility study and Benefits Assessment of BIRT. The PWG is comprised of senior staff from the City of North Vancouver, District of North Vancouver, District of West Vancouver, Tsleil-Waututh Nation, Squamish Nation, and the North Vancouver Chamber of Commerce. This partnership and dedication to taking an integrated approach to resolve issues is unique to this project and not previously seen in Metro Vancouver.



Figure 2-1: Metro Vancouver - BIRT Study Area

Following INSTPP, Stage 1 of the BIRT Study was completed by consultants Mott MacDonald at the end of March 2020 and included an assessment of various options to extend rapid transit across the Burrard Inlet. Technical work

included engineering feasibility studies as well as ridership potential and other factors that led to a Multiple Account Evaluation (MAE).

The Stage 1 work was followed up by Stage 2 which included further engineering feasibility work that was concluded in September 2020 and determined which BIRT alignments could be advanced for further development and evaluation. The Stage 2 study alignments are shown in Figure 2-2. The key principle in the previous BIRT work was to develop options that can feasibly cross the Burrard Inlet, and as such limited consideration was given to extend options to activity nodes in other parts of the region including connectivity to the regional rapid transit network. This would require further study to finalize alignments which provide the greatest benefit to the North Shore and Metro Vancouver region.



Figure 2-2: BIRT Stage 2 Engineering Review Alignment Options⁵

⁵ Source: Burrard Inlet Rapid Transit Study Stage 2 Engineering Review (2020)

2.2 BENEFITS ASSESSMENT ASSUMPTIONS



Figure 2-3: BIRT Benefits Assessment Assessed Alignments

Two BIRT alignments were analysed and compared in this Benefits Assessment against a Business as Usual (BAU) case where transit service provided reflects infrastructure investments committed to through the Mayors' Council Investment Plan. The modelled BIRT alignments were based on those proposed in the BIRT feasibility study with minor updates to ensure a comparable analysis. The Gold and Purple alignments shown in Figure 2-3 were chosen for this study. They do not indicate recommended or approved alignments, and were chosen as:

- It was noted in initial recommendations that an alignment over the Second Narrows is more likely to provide service reaching across the majority of the North Shore; and
- Alignments along the Second Narrows provide better regional connection to municipalities across Metro Vancouver including Burnaby, New Westminster, Surrey, Langley, Coquitlam, Port Coquitlam, and Port Moody either directly or through via the Expo or Millennium Lines.

Further alignment alternatives analysis will be undertaken during future regional planning work to determine the preferred BIRT alignment. Table 2-1 outlines the modelling assumptions for each alignment. The number of stations differs between the Gold and Purple alignments as current population and employment density is the general approach applied for determining number of stations at this preliminary stage. This difference in number of stations produces a range of results for the assessed accounts discussed and summarized in subsequent chapters.

Table 2-1: BIRT Modelling Assumptions

Attribute	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Line Length	18km	20km
Start / End	Park Royal – Waterfront Station	Park Royal – Metrotown
Number of Stations	11	10
Technology	SkyTrain	
Frequency	Peak: 2.25min Off-peak: 5 min	
Transportation Network Impact	SeaBus included in the network; operational feasibility not assessed as part of scope	

SkyTrain was chosen as benchmark due to the technology assumptions made in the Regional Transportation Model (RTM) and is appropriate for comparative purposes as it is the dominant rapid transit technology existing currently in the region. No decisions on appropriate technology for BIRT have been made at this time. The Gold alignment is envisioned to be an extension of the existing Expo Line with 2 out of every 3 trains continuing onto the North Shore, resulting in the above peak and off-peak frequency assumptions. The Purple alignment is not dependant on an existing line, but frequency assumptions were matched to the Gold alignment to ensure a level comparison between the two alignments.

2.3 BENEFITS ASSESSMENT LIMITATIONS

While the RTM has been a valuable tool for assessing the impact of major infrastructure and policy and has been used extensively on many business cases, it does have some limitations that impact end results. The following section highlights some of those limitations within the context of BIRT.

WEEKEND TRAVEL AND TOURISM

The RTM models travel demand for typical fall weekday conditions, and does not explicitly model weekend travel. The use of daily to annual expansion factors accounts for some of the benefits that accrue to weekend travellers. However, the weekend travel market is distinct as North Shore municipalities have noted with weekend traffic conditions. Furthermore, external and tourism travel is not well-represented in the RTM. Currently travel to and from external gates is based on outdated trip distribution patterns and is all assumed to be made by car. Given the North Shore's role as a tourist and recreational attraction, as well as being the region's Northern and Western gateway (to the Sea-to-Sky corridor and the Gulf Islands), the RTM likely under-estimates the overall benefits of BIRT.

CONNECTED AND AUTONOMOUS VEHICLES (CAVS), ELECTRIFICATION (EVS) AND NEW MOBILITY

The modelling undertaken for BIRT does not account for the impact of CAVs, EVs or new mobility such as Transportation Network Companies (TNCs), or micro-mobility. Recently, TransLink released a version of the RTM that accounts for some of the above, specifically CAVs and TNCs. The timing of this study preceded that release and therefore does not include consideration of new mobility. It is thought that automation will increase some car usage given potential improvement in traffic flow efficiency on freeways as well as the 'freeing up of time' used today for driving. However, most experts agree that rapid transit would still be more efficient way to move large numbers of people, especially in denser corridors. We recommend that BIRT forecasts are revisited at a later stage to account for some of those effects.

DEMOGRAPHIC ASSUMPTIONS

The RTM assumes demographic forecasts do not change with BIRT. In reality, densification around a new transit station would likely accelerate as local recent experience shows. Thus, the RTM likely under-estimates some of the BIRT benefits.

3 PROJECT NEED

BIRT is a critical piece of infrastructure for the Metro Vancouver region. A lack of reliable transportation connectivity across the Burrard Inlet has significant implications on growth opportunities, and economies at the local, regional, provincial, and national scale. There are compelling arguments for the local, regional, provincial, and national needs met through a BIRT investment; these are discussed below at a high-level and explored in further detail in the following chapters.

REGIONAL GROWTH

The Metro Vancouver Region continues to exceed growth projections and welcomes on average over 35,000 new residents on an annual basis. It is projected that by the year 2050, the region will house over 1 million new residents. The North Shore is expected to grow in line with the region and welcome 63,000 new residents between the municipalities of City of North Vancouver, District of North Vancouver, and District of West Vancouver, as well as Squamish and Tsleil-Waututh First Nations. Municipalities like Vancouver, Burnaby, and New Westminster are also expected to see significant growth and will welcome 280,000 new residents.⁶ Such significant growth warrants prioritization of rapid transit investments to help address current challenges relating to congestion, housing supply and labour mobility while also meeting the demands of expected growth. BIRT investment outcomes include increasing access across the region to jobs and housing, and increasing affordable housing supply. These impacts are discussed further in Sections 5.4.1 and 5.4.2.

DEMAND FOR TRANSIT

The North Shore has experienced many economic and social challenges relating to access and mobility as it is confined by topography and location across the Burrard Inlet. While it is connected to the rest of the Metro Vancouver by two bridges, the Lions Gate Bridge across the First Narrows and the Ironworkers Memorial Bridge across the Second Narrows, these ageing bridge structures do not have the capacity to keep pace with the fast pace of population, employment, goods movement and tourism growth. Demand for transit exceeds current service offerings and limited connections to the regional rapid transit network results in increased personal vehicle usage, putting a strain on the local transportation network and further exacerbating congestion on the North Shore.

A demand for rapid transit service connecting the North Shore to the rest of Metro Vancouver south of the Burrard Inlet exists. The recently implemented R2 Marine-Main RapidBus⁷ route connects the three municipalities and Squamish First Nation on the North Shore running from Phibbs Exchange to Park Royal but does not provide a regional connection across the Burrard Inlet. The neighbouring Sea to Sky, Sunshine Coast and Vancouver Island regions who link into the North Shore are also growing and demanding better transit-based travel choices to manage the commuters and tourists travelling to and through the North Shore. These communities are looking to realize their economic potential without creating additional gridlock around existing ferry terminals and roadways, and an investment in BIRT can open up capacity to achieve this.

REGIONAL AFFORDABILITY

Metro Vancouver is struggling with an affordable housing crisis and has become one of the least affordable regions in North America, as shown in Metro Vancouver's Housing and Transport Cost Burden study⁸. Extensive study has been undertaken on the topic of affordable housing to determine how best to tackle the challenge. The building of a rapid transit connection across the Burrard Inlet and along the North Shore will further encourage the development of residential housing supply, create land-value capture and density bonusing opportunities, and transit-oriented development. In combination with a robust affordable housing policy, BIRT will result in additional affordable housing supply. Transit itself is a solution in improving affordability as it allows for significant cost savings for

⁶ Based on Metro Vancouver Population Projections from 2016 to 2051

⁷ RapidBus is a frequent bus service with limited stops and transit priority operated by TransLink as part of their Fast and Frequent Transit Network

⁸ <http://www.metrovancouver.org/services/regional-planning/PlanningPublications/HousingAndTransportCostBurdenReport2015.pdf>

individuals and families as compared to the cost of owning and operating a vehicle; this is especially true with a rapid, reliable, transit connection.

ECONOMIC STIMULATION

BIRT will stimulate local, regional, provincial, and the national economies through knock-on effects resulting from enhanced regional connections, and improved travel times and transportation networks. While BIRT would benefit all sectors of the economy, two important sectors – tourism and industrial – are discussed in further detail below.

TOURISM SECTOR

The North Shore is a gateway for accessing regional tourism including areas such as the North Shore Mountains, Squamish, Whistler, and Horseshoe Bay BC Ferries Terminal (to access Bowen Island, the Sunshine Coast, and Vancouver Island). Tourism is a \$20.5 billion dollar industry in BC that is steadily growing with over 19,200 tourism related businesses.⁹ In 2006, BC Stats reported that the average community income dependence from tourism was 6 percent, while Squamish showed the highest dependence at 27 percent.¹⁰ Congestion on the North Shore can impede travel for these communities and have a significant economic impact on local and region tourism. Vehicle congestion on the North Shore, caused in part by limited access points and road network options, impacts downstream communities which rely on access through the North Shore.

INDUSTRIAL SECTOR

The North Shore is home to a number of major ports and terminals, and many industries that play a key role in provincial and national goods movement such as The Western Group, Neptune, Cargill, G3, Richardson, Seaspan Shipyards, and Fibrecore among others. The port industry on the North Shore contributes over 900 jobs and \$50 million dollars in wages to the local economy, and in 2014, port businesses generated \$60 million in GDP in the City of North Vancouver.¹¹ Important commodities to international trade such as grains, minerals, and steel from across Canada move through North Vancouver terminals. Furthermore, North Vancouver is a major hub for shipyards responsible for shipbuilding and repair as part of Canada's National Shipbuilding Strategy.

These industries experience significant business challenges with labour mobility issues (i.e., the ease with which laborers are able to move around within an economy) stemming from a lack of reliable public transportation access, and impacts to daily operations as a result of increased congestion on the North Shore and within the region. These seemingly 'local' impacts to North Shore port operations have national repercussions due to supply chain networks and regional dependencies of our national economy. Without access to employees and reliable daily operations, these industries, along with provincial and national economies, will suffer.

A rapid transit connection to the North Shore would alleviate congestion on the transportation network for tourism and goods movement traffic, and provide these industries with access to an extended regional labour pool through reliable transit.

GLOBAL CLIMATE CHANGE AND EMISSIONS

Metro Vancouver's Climate 2050 strategy outlines regional priorities to respond to changing climate and reduce GHG emissions to build a resilient region. Similarly, the Province of British Columbia and the Government of Canada have the *CleanBC Plan* and *A Healthy Environment and A Healthy Economy* climate plans which both include transportation goals for reducing GHG emissions. In Metro Vancouver, 4.7 million tonnes of GHGs are emitted by cars and trucks, while heavy duty vehicles, trains, ships, and airplanes emit 1.8 million tonnes.¹² The anticipated impacts of climate change include increased precipitation causing flooding and asset damage, and warmer temperatures increasing the occurrence of heat waves, forest fires, and rising sea levels. The opportunity exists to reduce GHG emissions through a shift to sustainable modes of transport, most notably through increasing transit mode share. BIRT will create a lower-emission travel alternative to personal vehicles and extend connections across the greater regional rapid transit network.

⁹ https://www.destinationbc.ca/content/uploads/2020/06/006_TIC2020_PowerOfTourism_Brochure-v7.pdf

¹⁰ https://www2.gov.bc.ca/assets/gov/data/statistics/economy/input-output-model/bc_local_area_economic_dependencies.pdf

¹¹ City of North Vancouver Economic Snapshot (2017)

¹² <http://www.metrovancouver.org/services/air-quality/climate-action/climate2050/regional-priorities/transportation/Pages/default.aspx>

4 STAKEHOLDER ENGAGEMENT

This section provides a summary of the perspectives and key messages gleaned from stakeholder engagement sessions conducted by KPMG during March 2021.

Engagement sessions were held in one-on-one meetings or via email questionnaire with key project stakeholders. The overarching goal of engagement was to gather perceived impacts on rapid transit connection to the North Shore and to understand the challenges for various sectors on the North Shore. Representatives from the following industries and Nations were engaged:

- Tourism (*including Tourism Association and Local & Regional Tourist Attractions*);
- North Shore Local Businesses (*including Food & Beverage, Professional Services, Commercial Developments*);
- Post-Secondary Institutions;
- Film Industry;
- Ports & Terminals; and
- Squamish Nation.

Engagement commentary ranged from descriptions of current conditions of respective organizations on the North Shore, to specific impacts and benefits they associate with a project such as BIRT. The meetings covered a broad range of topics that stakeholders identified as important for their organization.

Generally, stakeholders expressed similar views regarding a rapid transit connection across the Burrard Inlet. There was agreement that rapid transit to the North Shore from Metro Vancouver would help reduce congestion on the two bridges, and would improve reliability and connectivity for businesses, employees, and visitors on the North Shore. The consensus was that these outcomes would offer a significant benefit to their organization and the North Shore as a whole. Engaged stakeholders and communities are supportive of BIRT and identified the project as having positive economic impacts.

Stakeholder engagement undertaken comprised high-level discussions to gauge economic benefits and disbenefits of a rapid transit connection to the North Shore. The engagement sessions did not include an overview of BIRT alignments or technology selection as the project feasibility and engineering is in its early stages; this is to say that additional engagement will be required once the project continues to advance. It is also noted that while an in-depth interview was undertaken with Squamish Nation, the feedback collection does not constitute formal Indigenous Consultation¹³. Key messages from the stakeholder engagement sessions are summarized below, organized by topic area.

4.1 SUMMARY OF KEY THEMES FROM STAKEHOLDER ENGAGEMENT

4.1.1 LABOUR MOBILITY AND EMPLOYMENT

The lack of reliable transit and increasingly problematic congestion for commuters to the North Shore was cited by many parties as a major impact to their ability to both attract and retain staff who live across the rest of Metro Vancouver. Potential and existing employees cite a combination of a lack of affordable housing on the North Shore and increasingly congested commutes as reasons they elect to find employment elsewhere in Metro Vancouver.

¹³ <https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/consulting-with-first-nations>

Businesses on the North Shore stated that they face a disadvantage compared to neighbouring communities where rapid transit is available. Integrated rapid transit was cited as necessary to compete for talent with non-North Shore municipalities. It is also cited as a reason why businesses choose to locate elsewhere and that an increasing number of businesses have opted to relocate closer to transit, which has had a negative impact on the rental values of commercial properties on the North Shore.

4.1.2 CONGESTION

All stakeholders recognised that BIRT would help alleviate vehicle traffic and congestion across the Burrard Inlet bridges by reducing the number of private vehicle trips. Many businesses on the North Shore require commercial vehicles or delivery trucks for their operations and anticipate seeing reduced congestion as a direct benefit to their business operations and growth potential. It was noted that some businesses currently face additional charges from their suppliers for time spent in traffic. Reduced congestion and travel time reliability would positively impact these businesses. Rapid transit to the North Shore was seen as a positive way to improve congestion and allow trucking and commercial vehicles to improve their reliability and shorten their travel times compared to existing conditions.

4.1.3 RELIABILITY

All stakeholders shared that by reducing congestion and providing an alternative mode of transport for commuters BIRT would improve the reliability of travel times for both commercial vehicles and personal trips. This would result in knock-on economic and social benefits for employers and employees through increased access across the region to jobs and improved business operations.

4.1.4 ACCESS AND CONNECTIVITY

Many stakeholders compared the lack of rapid transit on the North Shore against the connectivity and ease of access for Metro Vancouver via existing rapid transit options. It was a common sentiment that this was a disadvantage for the North Shore, and that transit connectivity was seen as a way to improve the North Shore's ability to compete for employees, business, and visitors.

4.1.5 LOCAL AND REGIONAL TOURISM

Congestion and unreliable travel times on the bridges over the Burrard Inlet were identified as a significant concern for tourism companies currently running bus tours. Visitors are often returning to Metro Vancouver for connecting trips, and the lack of reliability is a concern for the tourism businesses who must balance 'dead time' for their clients while avoiding disruptions en-route to their next destination. Increased congestion and unreliable travel times may deter tourists from visiting and staying on the North Shore and up the Sea to Sky corridor in Squamish and Whistler.

BIRT was seen as improving the bottleneck for visitors coming from Metro Vancouver, and if combined with other modes of transport to destinations such as Squamish, stakeholders involved in the tourism industry saw BIRT as an opportunity to increase the number of tourists who opt for overnight stays in the area. The arrival of BIRT is anticipated to encourage overnight stays at hotels on the North Shore, as visitors can find more affordable accommodation while being able to use transit to access downtown Vancouver. Investments in the North Shore as a destination for locals and tourists were cited as reasons for recent tourism growth.

BIRT also was identified as part of the solution for reducing the number of visitors arriving to regional tourist destinations in private vehicles, which require hotels and business owners to build parking lots in areas that could otherwise be used productively to generate revenue, employment, and housing.

Congestion was referenced as a reason that residents of Metro Vancouver hesitate to visit the North Shore for leisure, and the BIRT was seen as highly desirable to manage local tourism, reduce dependence on taxis to explore the area, and related congestion.

4.1.6 IMPACTS TO FILM INDUSTRY

The North Shore is considered a desirable location for the film industry, offering access to both downtown Vancouver and the wilderness, however congestion across the bridges is already negatively impacting the industry. Clients and partners find it challenging to access locations or take meetings that require a congested and unreliable commute time.

The film industry expressed that they will continue to require in-person talent, as a transition to virtual work is not a realistic option for all specialties in filming and productions. The film industry on the North Shore indicated they already must compete with communities who have reliable transit options for employees and clients. Rapid transit to the North Shore would support the labour force, which employs many people from various industries such as carpenters, technicians, stylists, etc. As the industry requires trucks and access to road networks, a reduction in congestion through BIRT would facilitate their operations and increase their attractiveness as a prime location for studios.

Increased density related to anticipated transit-oriented development was seen as an attractive proposition for the film industry, as productions spend significantly on goods and services from the areas with an emphasis on 'buy local'.

4.1.7 COMMERCIAL CONNECTIVITY – PORTS AND GOODS MOVEMENT

The North Shore is a vital gateway for Canadian exports and the Port of Vancouver (and its tenants) employ a significant number of people. Reliable rail and road network connectivity are an absolute necessity for terminal operators. Stakeholders cited congestion in the area has a significant impact on truckers, who are paid by the trip, and also on their employees who commute to work from outside of the North Shore.

4.1.8 AFFORDABLE HOUSING

In discussions about a rapid transit connection to the North Shore, stakeholders raised the concern of affordable housing in the North Shore communities. They recognised that many current or potential employees would like the option to live close to work but that affordable options are not available. Affordable housing was cited as a medium- and long-term need to develop and maintain skilled, mid-career professionals for the communities on the North Shore. BIRT will create development opportunities which, with collaboration and appropriate policy measures, could increase the supply of affordable housing units near affordable and reliable transit.

4.1.9 SUSTAINABLE LAND DEVELOPMENT

Sustainable solutions for land development on the North Shore and surrounding regions were mentioned as a priority by a First Nations community representative. BIRT was viewed as a project that could unlock economic opportunities in the region and one that would support sustainable land development on the North Shore.

4.1.10 ACCESS TO POST-SECONDARY EDUCATION

A significant share of students studying on the North Shore travel from other parts of Metro Vancouver and the majority of students rely upon public transit (71 percent of new students and 68 percent of returning students). In surveys by a local campus, half of students cite transit times longer than 45 minutes each way. Rapid and reliable transit connections are important for post-secondary students. Affordable transit is also important for students who commute to the North Shore.

5 BENEFITS ASSESSMENT

5.1 INTRODUCTION

This Benefits Assessment evaluates the economic advantages of an investment alternative. Typically, the disadvantages (i.e., costs) are also assessed in a greater evaluation framework to determine whether the expected benefits of a project justify the cost from a regional, provincial, and national perspective; this type of analysis is called a Benefit-Cost Analysis (BCA). As BIRT is in a pre-business case stage, there is not sufficient information to accurately determine project capital and operating costs and conduct a BCA. As such, a Benefits Assessment was conducted to provide insight and evidence on expected benefits relating to an investment in BIRT.

Similar to a BCA, a number of traditional user benefits were assessed as part of the Benefits Assessment. The three methods of analysis were employed to capture project benefits as best as possible during this project stage; an explanation of the three methods is provided below:

- **Monetized analysis** – for accounts that are easily quantifiable, and where a dollar value can be easily attributed to the impact.
- **Quantitative analysis** – for accounts that are easily quantifiable, but where a dollar value cannot be easily attributed to the impact due to the preliminary stage of the project or other factors.
- **Qualitative analysis** – for accounts that cannot be easily quantified or monetized at this stage but are still expected to result in significant benefits as a result of BIRT.

Table 5-1 below summarizes the impact categories analysed, as well the analysis method undertaken.

Table 5-1: BIRT Benefits Assessment Impact Categories

Section	Impact Category	Description	Impact Type
5.2.1	Travel Time Savings - Existing Auto Users	Rapid Transit connection will reduce road congestion resulting in vehicle travel time savings	Monetized
	Travel Time Savings - New Auto & Transit Users	Rapid Transit connection will reduce road congestion resulting in travel time savings	Monetized
	Travel Time Savings - Existing Transit Users	Rapid Transit connection provides a quicker transit connection for existing transit users	Monetized
	Travel Time Savings - Goods Movement	Rapid Transit connection will reduce road congestion resulting in travel time savings for freight	Monetized
5.2.2	Travel Time Reliability	Reduction in variability of trip travel time due to BIRT for transportation users	Monetized
	Travel Time Reliability - Goods Movement	Reduction in variability of trip travel time for Goods Movement due to reduced congestion	Monetized
5.2.3	Auto Operating Savings	Mode switch from auto to transit will reduce costs associated with operation of private vehicles.	Monetized
5.5.1	Reduced Collision Benefits	Reduced vehicle kilometres travelled (VKT) due to auto mode switch will reduce the number of collisions and associated injuries.	Monetized
5.6.1	Reduced Auto Emissions	Reduced VKTs due to auto mode switch will lead to reduced generation of emissions and improve air quality (CO ₂ , SO _x , NO _x , PM _{2.5} , PM ₁₀ , VOC)	Monetized
5.3.3	New Developments (Business and Housing)	Increased retail, office, and residential facilities along rapid transit corridor	Quantified
5.4.2	Housing Affordability	Increased development along rapid transit corridor will also increase the number of non-market units available	Qualitative
5.3.3	Land Value Uplift	Increased retail, office, and residential facilities, as well as improved transit service connectivity, will increase local property values.	Monetized
5.3.1	Wider Economic Impacts	BIRT produces agglomeration benefits in the form of improved productivity by bringing firms closer to one another through transportation improvements.	Quantified
5.3.4	Capital Deferral	Potential for deferral of road/highway upgrades or maintenance projects as a result of BIRT	Qualitative
5.3.1	Additional Investment	Creation of a Mobility Hub on the North Shore may result in increased investment (BC Ferries, Transit along Sea to Sky Highway, etc.)	Qualitative
5.4.1	Jobs and Housing Accessibility	Access to jobs and housing available within a 60-minute transit ride	Qualitative

It is worth noting that quantified and monetized benefits were calculated for the year 2050 due to data availability within the RTM and the lack of information around operational horizon of BIRT. In reality, benefits – such as travel time savings, reduced collision benefits, etc. – would be observed over the entirety of a project’s life span but may differ as variables such as VKT and ridership change annually. The monetized results are shown in undiscounted 2020 dollars, that is monetized results have not been adjusted to account for the time value of money.

5.2 TRANSPORTATION IMPACTS

For large transportation infrastructure projects, travel time and cost savings for regular trip-makers usually account for the biggest share of the total benefits of a project. While travel time savings are self-explanatory, travel cost savings or expenses can accrue due to:

- Change in vehicle operating cost (VOC) due to switching modes or change in distances travelled; and
- Change in transit fares paid.

This section summarizes travel time accrued regionally (i.e., Metro Vancouver). These include the following:

- Travel time savings by mode: auto, transit, and trucks (goods movement);
- Travel time reliability; and
- Auto operating cost savings.

Travel time savings were estimated using the Regional Transportation Model (RTM3). The RTM is the region’s official travel demand model. The RTM models a typical fall weekday and has been used extensively to conduct BCAs for several large transit infrastructure projects in the region such as the Surrey-Langley SkyTrain, Broadway Subway Project, and the Canada Line. Assumptions within this benefits assessment are generally in-line with these other significant regional transit project assumptions.

The results presented here are based on a 2050 horizon year. Land-use inputs into the RTM are based on Metro Vancouver’s official Regional Growth Strategy (RGS) regional growth projections. All monetized values are in undiscounted¹⁴ 2020 dollars, that is monetized results have not been adjusted to account for the time value of money.

5.2.1 TRAVEL TIME SAVINGS

BIRT will generate travel time savings benefits in the range of \$498M - \$552M dollars in 2050.

BIRT travel time savings in 2050 were calculated based on consumer surplus theory. In mainstream economics, consumer surplus is defined as the difference between the consumers' willingness to pay for a commodity and the actual price paid by them, or the equilibrium price. A new infrastructure project results in positive consumer surplus due to the following:

- Existing users who previously accepted longer travel times (willingness to pay) now experience shorter travel times resulting in a net benefit (purple area in Figure 5-1); and
- New users, who previously did not make a specific trip because its cost exceeded their willingness to pay now decide to

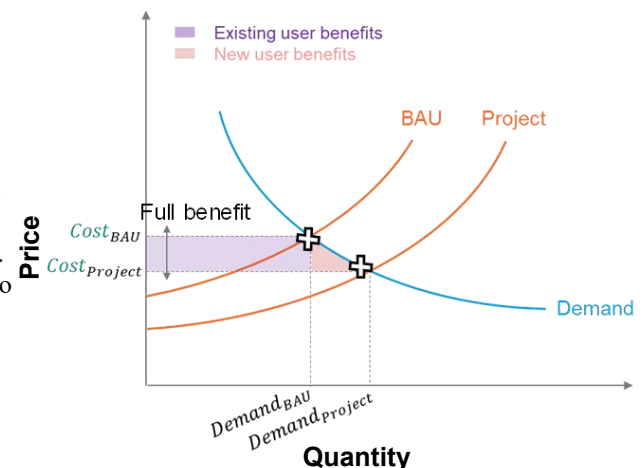


Figure 5-1: Economics Demand Curve

¹⁴ In benefit-cost assessment, monetary values are typically discounted. Discounting arises from the fact that a dollar today is worth more than a dollar in the future (e.g., ten years from now) even if there is no inflation because today's dollar can be used productively (i.e., invested) in the ensuing years, yielding a value greater than the initial dollar. The purpose of discounting is to put all present and future costs and benefits in a common metric, their present value.

make that trip due to improved travel time (pink area in Figure 5-1).

Figure 5-2 summarizes the travel time benefits by mode for the two BIRT alignment options, relative to the BAU scenario. For truck travel time savings, two categories are shown – one for light trucks, which represent smaller two-axle vehicles such as panel vans, and heavy trucks, which represents 3+ axle vehicles such as container trucks or long combination vehicles. The travel time savings in minutes were monetized using BC Ministry of Transportation and Infrastructures' guideline for default values of time¹⁵. Below are some key observations:

- Overall, both BIRT alignments provide a competitive and reliable alternative travel mode to access the North Shore. **The estimated travel time savings of BIRT are significant and of a similar magnitude to one another.**
- As expected, most of the travel time savings accrue to the transit market. In addition to typical time savings, BIRT users benefit from the improved reliability the service provides, discussed in Section 5.2.2. Furthermore, some benefits accrue to existing transit users as a result of the reduction in auto trips (approximately 2 percent) through minor travel time benefits to buses.
- On an absolute scale, BIRT generates significant auto benefits. Road travel times improve due to overall reduction in auto trips as previous car users switch to transit. Overall, BIRT generates between 50,000 – 60,000 new transit trips as shown in Figure 5-2. The majority of those, approximately 75 percent, were previously auto trips. The remainder switched to transit from active modes (walk and bike).
- Light and heavy truck travel time savings are largely derived from auto users switching to transit which leaves more roadway capacity for goods movement (particularly on Highway 1). These directly relate to regional and national economic benefits including the economic competitiveness of the Greater Vancouver Gateway.¹⁶

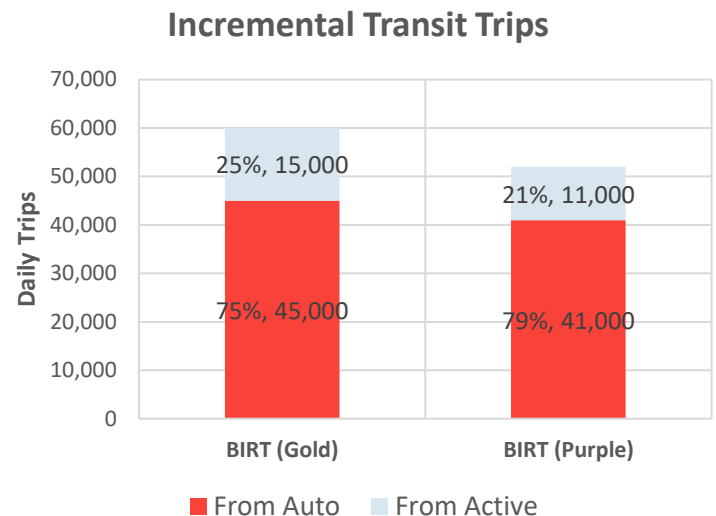


Figure 5-2: BRIT Incremental Transit Trips

Table 5-2: Summary of Travel Time Savings Impact (2050)

Vehicle Type		Travel Time Savings (2050)	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Auto	Annual Travel Time Savings (person-minutes)		415.6 million	330.7 million
	Annual Cost Savings (2020\$)		\$132 M	\$105 M
Transit	Annual Travel Time Savings (person-minutes)		1.3 billion	1.2 billion
	Annual Cost Savings (2020\$)		\$413 M	\$386 M
Light Truck	Annual Travel Time Savings (veh-minutes)		5.8 million	5.3 million
	Annual Cost Savings (2020\$)		\$3.1 M	\$2.9 M
Heavy Truck	Annual Travel Time Savings (person-minutes)		6.9 million	6.6 million
	Annual Cost Savings (2020\$)		\$3.7 M	\$3.6 M
TOTAL (2020\$)			\$552 M	\$498 M

¹⁵ https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/planning/tools/default_values-benefit_cost_analysis.pdf

¹⁶ The Greater Vancouver Gateway refers to the economic link that Greater Vancouver provides between Canada and Asia Pacific. The Gateway Transportation Collaboration Forum has been collaborating since 2014 to improve trade and transportation networks to meet anticipated economic growth by 2030.

5.2.2 TRAVEL TIME RELIABILITY

BIRT will generate travel time reliability benefits in the range of \$55M - \$75M dollars in 2050.

When a new transit infrastructure project is built, average times for travelers decrease. This improvement is already accounted for in the travel time savings impacts account as described in Section 5.2.1. Another benefit of a new transit project is (usually) an overall increase in travel reliability.

Figure 5-3 shows a hypothetical trip from City of North Vancouver Central Lonsdale to downtown Vancouver across the First Narrows Bridge. According to Google Maps, this trip takes between 18 and 45 minutes in the morning on a typical weekday.

This wide range represents the variable nature of travel times due to:

- Demand variability (i.e., traffic is usually busier on Tuesdays as compared to Mondays);
- Incidents including vehicle collisions and breakdowns; and
- Inclement weather, such as rain, snow or low visibility conditions.

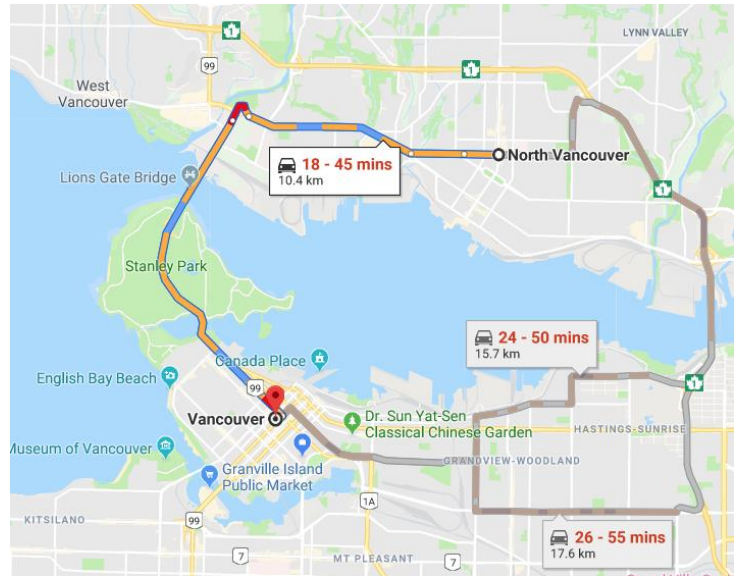


Figure 5-3: Travel Time Reliability Example – Trip from North Shore to Downtown

These factors can influence congestion levels significantly at capacity-constrained sections of the road network. Given the random nature of congestion, travelers include ‘buffer time’ in their schedule, especially for important trips such as a business meeting. In the example above, some people will leave their home 45 minutes earlier to guarantee reaching their destination on time, even if the trip takes 25 minutes on average. If travel to downtown was more reliable, a person could have used that extra buffer time to perform other activities. In short, travel reliability allows people to use their time more freely and valuably.

A transportation project that reduces congestion will improve travel times and increase reliability as shown by the decrease in ‘spread’ (i.e., standard deviation) of the travel time distribution curve shown in Figure 5-4.

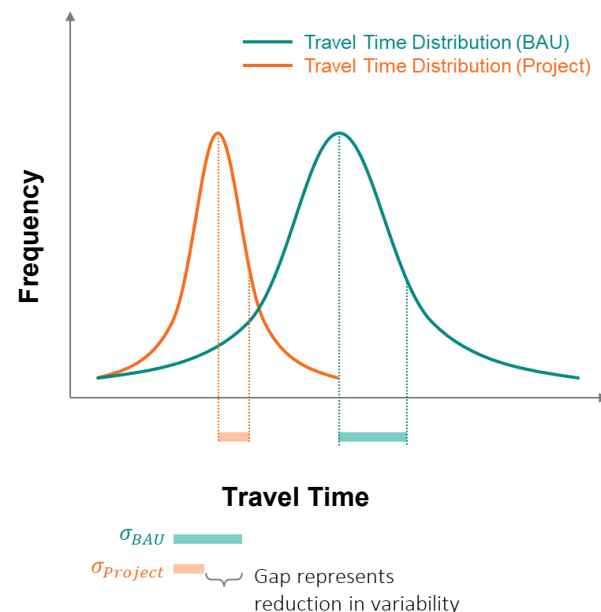


Figure 5-4: Hypothetical Travel Time Distribution

BIRT-related improvement in travel time reliability for autos and trucks was calculated using a tool¹⁷ developed by TransLink's transportation forecasting team, which estimates travel time standard deviation for each origin-destination¹⁸ pair in the RTM.

Table 5-3 summarizes the reliability benefits for BIRT. Below are some key takeaways:

- Transport reliability benefits are significant, about 55 – 60 percent of conventional auto benefits (See Table 5-3). This is largely due to highly variable travel times across the First Narrows and Second Narrows bridges. The improvement in reliability is due a reduction in auto volumes and resulting reductions in travel time improvement and incidents such as accidents and breakdowns.
- Reliability savings accrue also to the goods movement sector which potentially have positive knock-on effects that are not captured in the RTM. Reliability improvements reduce economic inefficiency in the supply chain which sometimes arise from trucks not making their deliveries within their assigned time slot, resulting in additional receiver costs and potential penalties to the delivery businesses. For example, a truck may have a half hour window to deliver goods to a warehouse where staff have been scheduled to help unload the goods. If the truck is late, then these staff sit idle, and possibly have to accrue overtime hours to unload the truck at a later time incurring additional business costs that reduce company competitiveness.

It is important to note that transit time reliability improvements were not calculated explicitly for this study. Transit reliability is one of the most important factors that influence an individual's decision to take transit, especially in the case of rail (SkyTrain) which is perceived as being highly reliable. The reliability component is included in the transit time savings estimate shown in Table 5-2. Given the RTM mode choice model structure, it is difficult to extract the transit reliability benefits component from the overall transit travel time savings estimates, but it is presented as part of this Benefits Assessment to provide an understanding of impact.

Table 5-3: Summary of Reliability Benefits (2050)

Vehicle Type	Travel Time Reliability (2050)	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Auto	Annual Savings (person-minutes)	280 million	204 million
	Annual Savings (2020\$)	\$71.2 M	\$52.0 M
Light Truck	Annual Savings (veh-minutes)	3.9 million	3.3 million
	Annual Savings (2020\$)	\$1.7 M	\$1.4 M
Heavy Truck	Annual Savings (person-minutes)	4.7 million	4.1 million
	Annual Savings (2020\$)	\$2.0 M	\$1.8 M
TOTAL (2020\$)		\$75 M	\$55 M

Source: WSP Analysis. Note: Sums may not align due to rounding

¹⁷ The tool was developed as part of the Mobility Pricing Independent Commission (MPIC) Study

¹⁸ Origin-destination is a term that refers to trip flows from one traffic analysis zone (TAZ) origin to a TAZ destination. TAZs are the RTM's basic unit of geographic analysis. Conceptually, TAZs are similar to zip codes, albeit smaller in size.

5.2.3 VEHICLE OPERATING COST (VOC) SAVINGS

BIRT will generate vehicle operating costs savings in the range of \$18M - \$19M dollars in 2050.

As shown in Figure 5-3 BIRT eliminates approximately 40,000 to 45,000 daily auto trips. This results in substantial auto operating cost savings stemming from reduced fuel and maintenance costs. Table 5-4 summarizes BIRT VOC savings¹⁹. Below are some key observations:

- Assuming average annual distance driven is 13,000 kilometres per vehicle²⁰ the VKT savings shown in Table 5-4 are equivalent to removing approximately 7,800 vehicles from the network.
- Vehicle operating cost savings are relatively small when compared to monetized travel time savings.
- The small (and relatively insignificant) increase in truck VKT is due to the slight increase in road capacity as a result of auto users shifting to transit. As such, some trucks travel slightly longer on the faster highway network (Highway 1) as opposed to using the arterial network. This generally is a desirable outcome as fewer trucks travel on the municipal road network adjacent to residential communities. Increased truck volumes can also be associated with increased economic prosperity.
- VKT savings shown in Table 5-4, are used in subsequent calculations of green-house gas (GHG) emissions and auto collision reductions.

Table 5-4: Summary of Vehicle Operating Cost Savings (2050)

Vehicle Type	Vehicle Operating Cost Savings (2050)	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Auto	Annual Savings (VKT)	101,836,584	101,394,196
	Annual Savings (2020\$)	\$18.9 M	\$18.8 M
Light Truck	Annual Savings (VKT)	(661,179)	(861,891)
	Annual Savings (2020\$)	(\$0.2 M)	(\$0.2 M)
Heavy Truck	Annual Savings (VKT)	(197,957)	(271,064)
	Annual Savings (2020\$)	(\$0.1 M)	(\$0.2 M)
TOTAL (2020\$)		\$19 M	\$18 M

Source: WSP Analysis. Note: Sums may not align due to rounding

¹⁹ The monetized estimates use RTM assumptions for VOCs which ignore electric vehicles. As such, the VOC savings presented in this study can be considered an upside estimate.

²⁰ Average VKT per vehicle: <https://www.thinkinsure.ca/insurance-help-centre/average-km-per-year-canada.html>

5.3 ECONOMIC DEVELOPMENT IMPACTS

BIRT will contribute \$4.2 billion to Canada's GDP, and generate 43,000 full-time employment positions (FTE), \$114 million in unincorporated sector labour income, \$2.7 billion in wages and salaries, \$428 million in tax revenue creation, and \$7.6 billion in output per billion dollars spent in each capital and operating expense category.

The introduction of a rapid transit connection to the North Shore is expected to present positive travel and mobility impacts as well as create opportunities for new, incremental economic activity. This section explores the economic impacts associated with the implementation and operation of BIRT at a regional, provincial, and national level.

The construction and operation of BIRT will necessitate the expenditure of capital, operational and maintenance funds. The economic impacts of these expenditures, and any induced economic stimulation, are analysed in this section.

5.3.1 MACROECONOMIC IMPACTS

For the purposes of this analysis, economic impacts within British Columbia as well as the subsequent impact to other Canadian provinces, are reported in terms of Gross Domestic Product (GDP) at Market Prices, Employment, Labour Income of Unincorporated Sector, Taxes on Production and Products, Wages & Salaries, and Output. A description of each term is provided below from Statistics Canada's User Guide:

- **GDP at Market Prices** refers to the difference between an industry's total output and the cost of its intermediate inputs. It measures the total 'value-added' amount that producers contribute to generate their output. Essentially, it equals gross output (sales or receipts and other operating income, plus inventory change) minus intermediate inputs (consumption of goods and services purchased from other industries or imported). GDP is measured in dollars.
- **Employment** measures the total employment impact created from industry incremental spending. The number of jobs created is measured in job-year Full-Time Equivalent (FTE); an FTE is defined as being equivalent to one full-time position that is held for a year. For example, one job lasting 12 months is equivalent to two jobs lasting six months each.
- **Labour Income of Unincorporated Sector** refers to compensation paid to employees outside of corporate entities. The unincorporated sector is comprised of self-employed owners of unincorporated businesses or professional practices and are typically small in size, often hire workers, and usually have relatively low start-up costs compared to larger businesses. Unincorporated sector compensation would include wages, salaries, social contributions, bonuses, and performance among potential others. It is a component of the GDP impact and is measured in dollars.
- **Taxes on Products & Production** measures government tax revenue collected from production processes and products. *Taxes from production* refers to taxes collected from producers in a way that is not directly linked to product sales. These are taxes that must be paid regardless of whether the business enterprise is profitable or not. *Taxes on products* refer to taxes collected from producers or importers as a percentage of the price of the product when traded, or as a specific dollar amount per physical unit of the product traded. Typically, these taxes are collected on behalf of a government and remitted to the government by the producer when the product is sold. Taxes on Products and Production are measures in dollars and are a component of GDP.
- **Wages and Salaries** refer to the paycheques and all other forms of direction compensation employees receive. Wages and salaries provide employees with income that can be spent on goods and services, transferred to other institutional units or saved at their discretion. They are defined on an accrual basis, rather than a cash basis, and typically they must be partially or entirely imputed. Wages and salaries are measured in dollars.
- **Output** represents the value of industry production within an economy. It is essentially the total value of goods and services produced during the accounting period and includes intermediate purchases by

industries within the supply chain. As such, Output will therefore exceed the GDP impact described above. Output is measured in dollars.

Economic multiplier effects are used to measure the cumulative provincial and national economic impacts of a project's incremental spending. These effects are expressed as either direct, indirect, or induced, and described as follows:

- **Direct effects** refer to the initial economic activity resulting from direct expenditures of that industry. These effects capture the impacts on identified industries associated with incremental spending spurred by the capital and operational costs associated with BIRT.
- **Indirect effects** refer to the impact of local industries buying goods and services from other local industries. The cycle of spending works its way backwards through the supply chain until all money leaks from the local economy, either through imports or by payments to GDP.
- **Induced effects** refer to the effects by an economy to an initial change (i.e., direct and indirect impacts) that result from re-spending of income received by a component of value added. Essentially, these effects result from subsequent upstream employee spending within an industry and its upstream supplier base where money is recirculated through household spending patterns causing further economic activity.²¹

5.3.1.1 ECONOMIC SNAPSHOT

The following section provides an economic snapshot of current economic conditions on the North Shore and within the region. This is used as the basis and shows economic development and growth as a result of an investment in rapid transit connecting the North Shore.

LABOUR FORCE STATISTICS

Unemployment statistics in the Lower Mainland are currently higher than those presented in Table 5-5 due to the COVID-19 pandemic; across the region Metro Vancouver reported quarterly unemployment rates between 5.4 percent and 13.0 percent during 2020.²²

Based on Table 5-5, Capilano IR No. 5, Mission IR No. 1, and Burrard Inlet IR No. 3 have a higher unemployment rate than other communities on the North Shore. Access to jobs within the region will be transformative for these communities in realizing economic and social benefits. Furthermore, BIRT will be an important regional link for as it connects communities within Metro Vancouver with higher unemployment as the region deals with the post-pandemic economic recovery.

Table 5-5: Regional Unemployment Statistics (2016)

Region	Unemployment Rate
City of North Vancouver	5.0%
District of North Vancouver	5.1%
District of West Vancouver	5.5%
Capilano IR No. 5	12.9%
Mission IR No. 1	16.1%
Seymour Creek IR No. 2 ²³	0.0%
Burrard Inlet IR No. 3	7.3%

Source: Statistics Canada 2016 Census

²¹ It is important to note that economic impacts resulting from induced effects should be interpreted with some consideration as they are affected by a number of variables including a household's propensity to save. For example, in times of high unemployment such as those experienced during a market crash, household saving rates typically tend to increase and therefore economic impacts resulting from induced effects will decrease. When analyzing induced effects, it is important to consider the local, regional, and national market conditions.

²² <https://www.dtvancouver.ca/covid-19-snapshot/>

²³ Numbers provided by Statistic Canada may indicate an error in labour force statistics for Seymour Creek IR No.2

5.3.1.2 REGIONAL ECONOMIC IMPACTS

In 2019, there were approximately 11,243 businesses (1 or more employees) on the North Shore; the majority are small- and medium-sized businesses²⁴. Of these businesses, DNV has the highest share at 37 percent while CNV and DWV have similar shares at 22.2 percent and 21.2 percent respectively. Table 5-6 below summarizes employers by size and region.

Many of the employees on the North Shore commute from across the Lower Mainland and up the Sea-To-Sky corridor to access employment. A heat map of employee origins for select North Shore businesses is shown in Appendix A, and shows regional dependence between the North Shore, Metro Vancouver, and beyond (the Sea-to-Sky corridor, Sunshine Coast, and Vancouver Island). An investment in BIRT would improve these commutes and extend benefits within the region.

Table 5-6: Number of Businesses on the North Shore by Size and Location (2019)

REGION / BUSINESS EMPLOYEE SIZE	CITY OF NORTH VANCOUVER	DISTRICT OF NORTH VANCOUVER	DISTRICT OF WEST VANCOUVER	SQUAMISH	WHISTLER	LIONS BAY	BURRARD INLET IR NO. 3	MISSION IR NO. 1	CAPILANO IR NO. 5	SEYMOUR CREEK IR NO. 2
No Employees*	12,223	19,755	12,272	4,896	6,149	379	387	8	246	50
1-4	1,535	2,754	1,789	559	340	38	40	2	67	11
5-9	444	640	310	202	182	5	1	2	47	4
10-19	255	459	149	129	144	2	3	0	47	1
20-49	169	220	104	70	115	2	1	1	32	6
50-99	61	79	24	25	31	1	0	1	13	0
100-199	14	22	9	4	15	0	1	0	4	0
200-499	12	12	5	5	3	0	0	0	3	1
500-999	2	3	1	1	1	0	0	0	1	0
1,000-1,499	0	0	2	0	0	0	0	0	0	0
1,500-2,499	2	3	0	0	0	0	0	0	0	0
2,500-4,999	0	0	0	0	1	0	0	0	0	0
5,000+	0	0	0	0	0	0	0	0	0	0
Total Businesses	2,494	4,192	2,393	995	832	48	46	6	214	23

Source: Government of British Columbia (BC Stats)

* The locations in the "no employees" category do not maintain an employee payroll, but may have a workforce which consists of contracted workers, family members or business owners.

Within these businesses are a diverse employment base. Employment concentration by industry are shown in Figure 5-5 through Figure 5-7 for the City of North Vancouver, District of North Vancouver, and District of West Vancouver. From these pie charts, it is evident that the industry makeup on the North Shore is quite similar between the three municipalities; professional services, construction, and health care related industries constitute a large portion of the employer base. It is also worth noting that while aggregated and categorized as 'Other' in the below figures, transportation and warehousing, and wholesale trade are also significant industries with four major ports located on the North Shore; these industries have significant regional and national value as they are part of the national goods movement network and shipbuilding industry.

²⁴ The Government of Canada defines a small business as having 1 to 99 paid employees and a medium-sized business as having 100 to 499 paid employees (https://www.ic.gc.ca/eic/site/061.nsf/eng/h_03126.html)

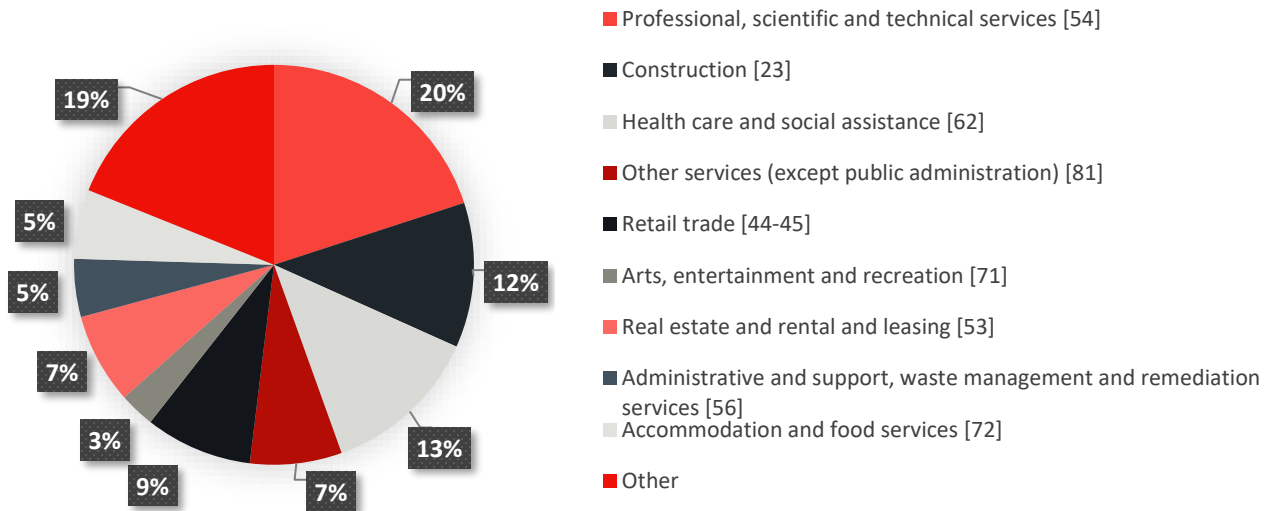


Figure 5-5: Business Breakdown by Industry - City of North Vancouver

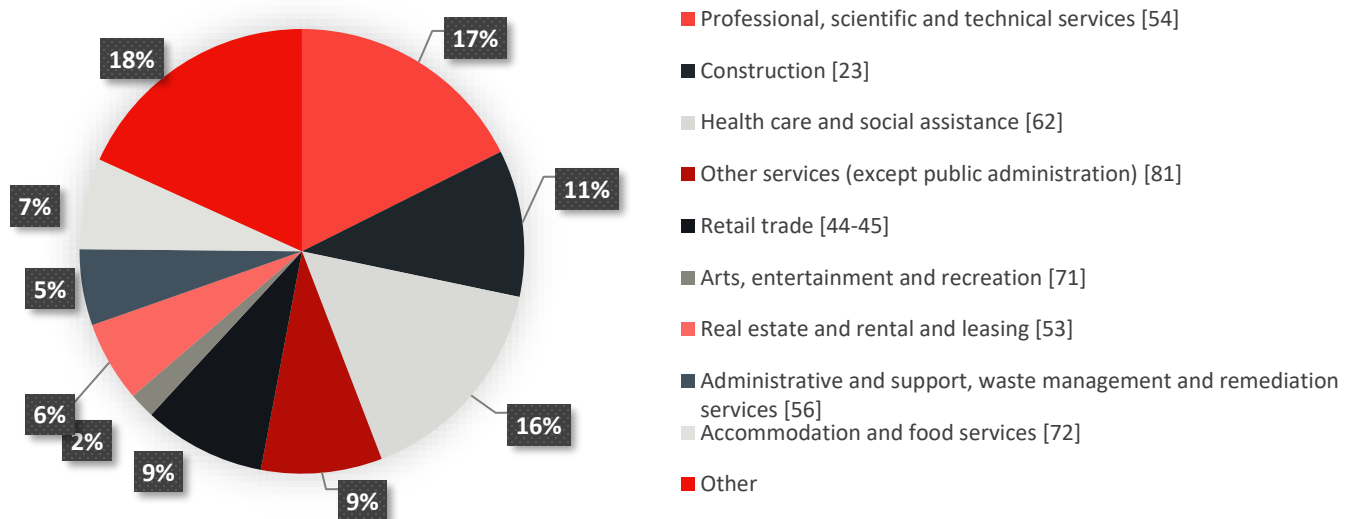


Figure 5-6: Business Breakdown by Industry - District of North Vancouver

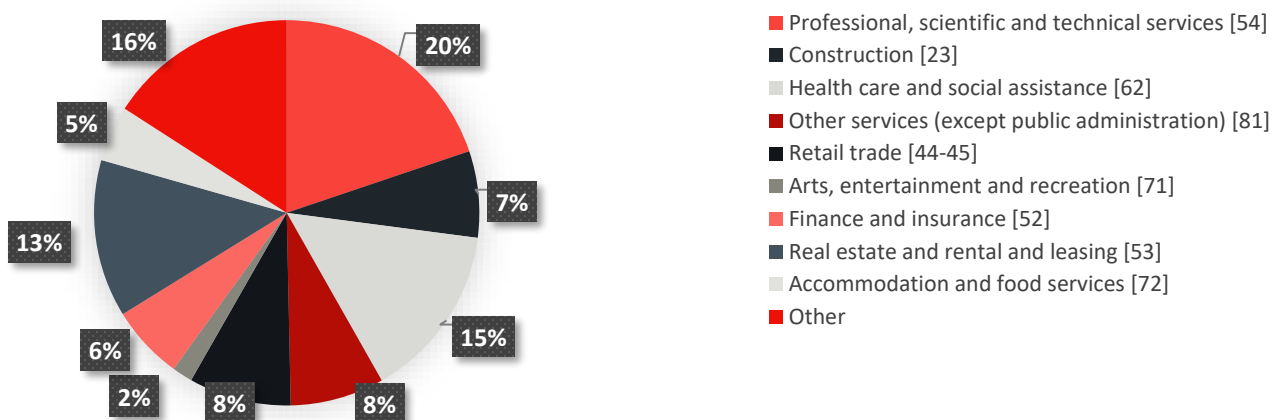


Figure 5-7: Business Breakdown by Industry - District of West Vancouver

In the long-term, an investment like BIRT presents a unique opportunity for the retail, services, tourism, and development industries. By providing an improved transit option, distribution of local and visitor spending is likely to expand regionally, increasing the footprint of industry impacts past what is accessible with current transit offerings. That is, rapid transit alignments with reliable connections are likely to create greater hubs around station locations and expand past the major commercial developments on the North Shore at Park Royal, Lonsdale Quay, and Park & Tilford Gardens to positively impact new and existing businesses along the North Shore. A similar phenomenon will occur along the corridor alignment into Metro Vancouver. With a limited number of large businesses and corporations along the study corridor, local communities and small business owners are expected to reap the potential economic benefits spurred by rapid transit investment, resulting in direct community economic contributions. In addition, an investment such as BIRT has the potential to reduce higher unemployment rates observed in some First Nation communities in the long run, through new employment opportunities, labour mobility options, and increased employee retention rates.

Tourism on the North Shore and along the Sea to Sky Highway (connecting to Squamish, Whistler, and Horseshoe Bay) will also benefit from BIRT. Although there are current limitations with what can be analysed regionally with the RTM, some conclusions can be drawn on the anticipated regional economic benefits. Ongoing growth for access to communities along the Sea to Sky Corridor, and to the Sunshine Coast and Vancouver Island (via Horseshoe Bay) is anticipated to continue growing. These communities are seeing significant growth as shown in Table 5-7, and will continue to experience further growth. As most of these regional trips are undertaken by driving, congestion will continue to worsen and result in peak spreading²⁵ and congestion outside of traditional peak hours (e.g., weekends). A rapid transit connection to the North Shore will ease congestion bottlenecks formed between the Lower Mainland and the North Shore and free up space on the road network for regional travellers²⁶. A rapid transit connection to the North Shore is also likely to encourage the establishment of a regional mobility hub to encourage transit mode share for accessing tourist destinations on and beyond the North Shore and regional commuters. A regional hub would connect local and international tourists to destinations along the Sea to Sky corridor with a stopover on the North Shore; this would likely result in economic benefits for businesses on the North Shore from incremental spending and extended visits. Commuters would also benefit from a regional hub with greater connections to the regional rapid transit network, this would further incentivize transit mode competitiveness.

Table 5-7: Regional Population and Projected Growth

	Population, 2011 ²⁷	Population, 2016 ²⁷	Population Change (2011 to 2016) ²⁷	Population Projection, 2041 ²⁸
Sunshine Coast	28,619	29,970	4.7%	34,894
Vancouver Island and Coast	759,366	799,400	5.3%	1,030,621
Squamish	17,158	19,512	13.7%	30,592
Whistler	9,824	11,854	20.7%	18,229

Increased tourism and visitation introduces economic opportunities for North Shore First Nations communities. Beyond economic opportunities, improved connectivity through a rapid transit connection is important for First Nation communities to access reserves and traditional territories across the Lower Mainland. This connection is

²⁵ Peak spreading refers to the phenomena of travellers changing their journey times as travel conditions deteriorate. This results in changes to the peak-period profiles which indicate an increase in number of travellers and an increase in congestion (i.e., instead of PM peak occurring from 5-6PM it will spread and occur from 4:30-6PM).

²⁶ It is worth noting that sufficient study has not been conducted to accurately conclude impact to external generators such a Horseshoe Bay Ferry Terminal, communities up the Sea-to-Sky corridor, Sunshine Coast, and Vancouver Island. Some of these trips have unique recreational purposes (i.e., kayaking, mountain biking, access to remote locations) that specifically warrant travel by vehicle. An investment in rapid transit would still provide a reliable transportation alternative that will not be impacted by anticipated increases in congestion.

²⁷ Data from Statistics Canada 2016 Census

²⁸ Data from BCStats P.E.O.P.L.E 2020 Population Projections

especially important for members of the Squamish Nation as members reside across the North Shore and up the Sea to Sky corridor. A rapid transit connection facilitating easier and more efficient travel between these locations is important for social and cultural wellbeing.

5.3.1.3 PROVINCIAL AND NATIONAL ECONOMIC IMPACTS

This section quantifies the provincial and national economic impacts of BIRT. Assessed measures discussed in this section include BIRT's GDP contribution, employment generation, labour income of unincorporated section generation, tax revenue creation, wages and salaries, and project output. Economic impacts within the Province of British Columbia and across the rest of Canada are presented and discussed.

The basis of economic impact and benefits assessments is the principle that an input in one sector of the economy has effects on the economy as a whole; that is a product is both an output to satisfy the final demand of that sector as well as a factor of production (i.e., an input) used in the creation of other goods.

These economic impacts are analysed through an Input/Output (I/O) model. An I/O model can be used to explain how one sector or industry within an economy can affect others in the same region, province, and nation. The I/O model is a matrix of industries and commodities that maps the relationship between production and industries, and identifies primary and intermediate commodities that are used in the production of goods and services for consumption or export. The model also aggregates expenditures on goods and services throughout their supply chains. When the two model processes are combined, an I/O model can simulate the economic impact of an expenditure on a given basket of goods and services. Essentially, an I/O model allows for the calculation of relationships between various aspects of a given economy, including production, consumption, and inter-industry relationships. Economic impact estimates generated by I/O models are typically broken down by direct, indirect, and induced impacts.

Statistics Canada produces Canada's most authoritative and comprehensive I/O model, widely recognized as the benchmark for conducting economic impact modelling. This study uses Statistics Canada's I/O model as the base for assessing provincial and national economic impacts resulting from the Project. The I/O model used in the formulation of this analysis is the most recent version published by Statistics Canada for input-output multipliers at the provincial and territorial detailed level for the year 2017. Statistics Canada last revised this model in 2020 to account for updates on international travel expenditures among other industry activities. Therefore, this study assumes that the proportional effect of investment of one industry on the remainder of the economy is based on 2017 Statistics Canada multipliers, remains constant across years, and is applicable to an investment in BIRT and its impacts. It is important to note that Statistics Canada's I/O model is independent of WSP.

Statistics Canada's I/O model categorizes industries in Canada using the North American Industry Classification System (NAICS). Incremental spending, such as additional Project Capital and Operations and Maintenance (O&M) expenditure in the economy as a result of BIRT, results in commodity and investment outputs. Table 5-8 details the respective industry sectors employed for capturing incremental project spending impacts. As costing for this project has not yet been undertaken, the table represents economic impacts per \$1 billion spent to indicate the relative benefits associated with an investment in BIRT.

Table 5-8: Summary of Economic Impacts of the Burrard Inlet Rapid Transit Project Per Year Per \$1B spent (Millions of undiscounted 2020\$)

	BRITISH COLUMBIA			ALL PROVINCES		
	Urban Transit Systems	Transportation Engineering Construction	Architectural, Engineering Related Services	Urban Transit Systems	Transportation Engineering Construction	Architectural, Engineering Related Services
GDP at Market Prices	\$1,273	\$964	\$1,197	\$1,619	\$1,207	\$1,368
Employment (in Job-Year FTE)*	19,507	7,950	9,518	22,204	9,728	10,940
Labour Income of Unincorporated Sector	\$22	\$32	\$42	\$30	\$37	\$47
Tax Revenue	\$202	\$84	\$79	\$231	\$103	\$94
Wages & Salaries	\$1,230	\$477	\$631	\$1,372	\$578	\$706
Output	\$2,400	\$1,921	\$1,807	\$3,077	\$2,396	\$2,128

Source: WSP Analysis

Note 1: This table summarizes cumulative direct, indirect, and induced economic effects for NAICS codes impacted by capital and operating expenditure

Note 2: Sums may not align due to rounding

*Job effects per billion dollars of output

The above economic impacts are a result of the direct project spending related to capital and operating expenditures. Additionally, increased incremental spending will impact industries on the North Shore and within the region. Benefitting industries would be reflective of current and future spending profiles of visitors to the North Shore; further analysis of incremental tourism spend and resulting economic impact needs to be undertaken to better understand potential benefit at a regional scale.

5.3.2 AGGLOMERATION

BIRT will generate agglomeration benefits in the range of \$84M - \$107M dollars in 2050.

Agglomeration is the increase in GDP for different economic sectors resulting from increased proximity among a region's business clusters. In Metrolinx's (the Regional Transportation Authority for the Greater Toronto and Hamilton Area) Business Case Guidelines, agglomeration can be defined as follows²⁹:

"Agglomeration refers to the tendency for firms and workers to benefit from proximity. Transport investments reduce the cost/time to travel between locations, which in turn improves the 'effective' or perceived density of a region. As proximity over time and space increases, there is an allowance for improved choice of inputs in production; greater exchange of information between workers and firms, and faster learning from increased face-to-face contact. These factors in turn can lead to more productive firms. One part of a region has a high number of high-tech jobs. A second part of the region is known for its financial sector. Currently the travel time between these two locations is an impediment to economic development. The rail line between the locations is improved, reducing the travel time substantially. As a result, these two industries have greater collaboration potential and agglomeration benefits are realized."

²⁹ <http://www.metrolinx.com/en/regionalplanning/projectevaluation/benefitscases/Metrolinx-Business-Case-Guidance-Volume-2.pdf>

The benefits of Economic Agglomeration are well-documented in literature. The C.D. Howe Institute³⁰ makes a strong case for the inclusion of economic agglomeration in transport economic studies and provides a comprehensive summary on the evidence of agglomeration impacts in Canada and around the world. Furthermore, agglomeration has been included as a monetized benefit on recent business cases in the region, including the Surrey Langley SkyTrain, Rail to UBC, and the George Massey Tunnel Replacement business cases, following a BC MOTI review of the calculation methodology.

Only 'static' agglomeration (i.e., productivity increase resulting from proximity among businesses) is included in the BIRT Benefits Assessment study. 'Dynamic' agglomeration (i.e., people moving from outside the region to live and work in Metro Vancouver) is not included since the region's demographics and land use assumptions are held constant between the BAU and BIRT scenarios³¹.

Agglomeration impacts were calculated based on the UK Department of Transport's Transport Analysis Guidance (WebTAG) methodology³². The WebTAG calculation estimates increase in GDP per worker by sector due to improved proximity resulting from a transportation intervention. Total GDP increase is then calculated by multiplying the estimated per-worker GDP increase by total employment for each sector. This calculation is implemented in the RTM, which is used to estimate proximity improvements.

Table 5-9 presents the GDP per worker by industry sector in Metro Vancouver, which was calculated by dividing each sector's estimated GDP³³ by its corresponding total number of workers³⁴.

Table 5-9: Gross Domestic Product per Worker (\$2020)

Employment Category based on NAICS	Percent of GDP	GDP (\$2007 Billion)	GDP (\$2020 Billion)	Employment	GDP per worker (\$2020)
Construction and Manufacturing	17%	23	28	200,173	141,000
Finance Insurance and Real Estate	31%	42	52	106,653	484,000
Transportation, Communication, Utilities and Wholesale	13%	18	22	143,006	151,000
Retail	6%	8	10	153,002	65,000
Business and Other Services	10%	14	17	261,124	64,000
Accommodation, Food, Information and Cultural	8%	11	13	192,852	69,000
Health, Education and Public Administration	15%	20	25	298,806	84,000

³⁰ "Cars, Congestion and Costs: A New Approach to Evaluating Government Infrastructure Investment". Website: https://www.cdhowe.org/sites/default/files/attachments/research_papers/mixed/Commentary_385_0.pdf

³¹ There is only one set of RGS demographic inputs provided with the RTM

³² https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/554790/webtag-productivity-impacts-tag-unit-a24.pdf

³³ Conference Board of Canada. Website: <https://vancouver.ca/files/cov/1-5-economic-structure-gdp-of-metro-vancouver.pdf>

³⁴ Employment obtained from the RTM's land-use inputs which are provided by Metro Vancouver

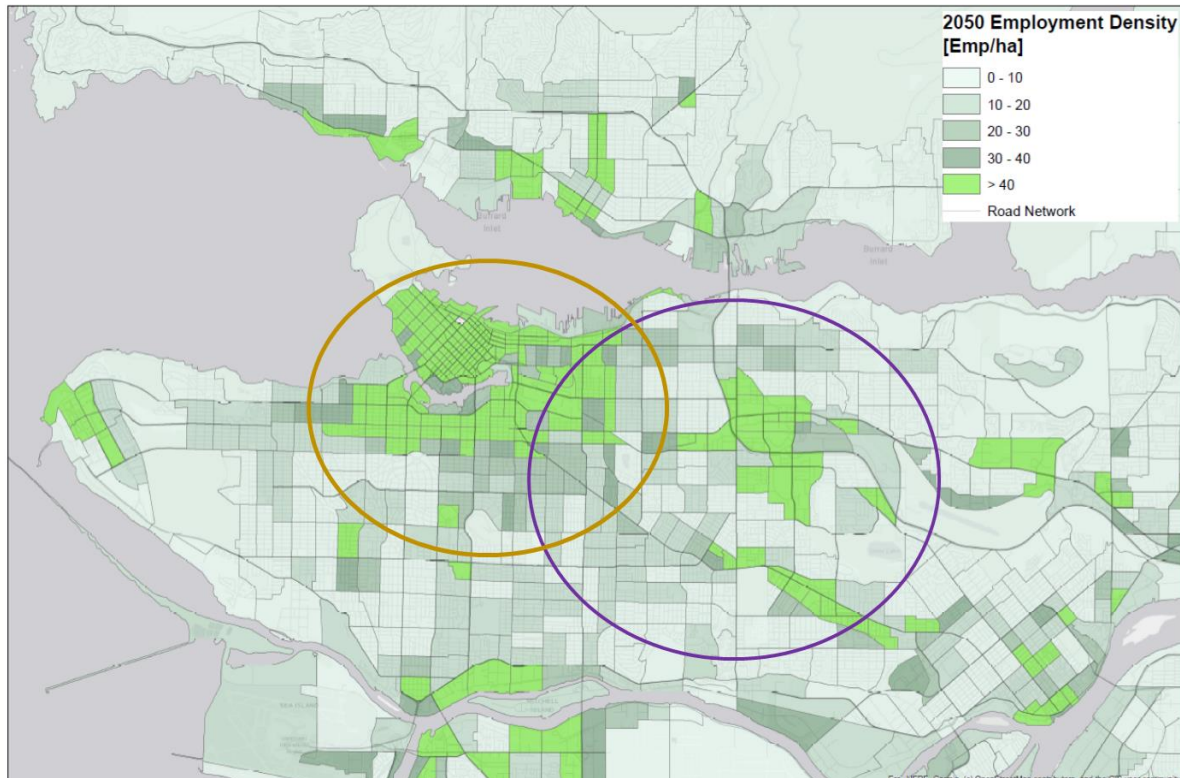


Figure 5-8: Metro Vancouver Employment Density (2050)

Overall, BIRT generates significant agglomeration benefits as shown Table 5-10. The BIRT options improve North Shores businesses’ overall access to distinct industry clusters south of the inlet as shown in Figure 5-8. The Gold alignment particularly improves connectivity to finance and service sectors concentrated downtown whereas the Purple alignment provides direct access to business parks, post-secondary institutions (BCIT) and town centres (Brentwood and Metrotown).

Table 5-10: Summary of Agglomeration Benefit (2050)

Agglomeration Impact (2050)	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Annual GDP Increase due to Clustering Effect (2020\$)	\$106.7M	\$84.3M

5.3.3 DEVELOPMENT POTENTIAL AND LAND VALUE UPLIFT

BIRT will create between 20 – 40% gain in land value. This can be leveraged in support of affordable housing goals.

The construction of a rapid transit connection and new stations along a corridor has the potential to affect surrounding land values; this phenomenon is commonly referred to as ‘land value uplift’. Land value uplift is the increase in a station catchment area’s assessed land value as a result of BIRT. A study conducted by Coriolis for TransLink³⁵ summarizes a number of case studies of land value uplift following a transit investment and concluded the following:

³⁵ Evaluation of Land Value Capture and Urban Development as Sources of Revenue for TransLink (Coriolis Consulting, 2020)

- Factors that determine land value include geography and context, local zoning and infrastructure, and individual site characteristics;
- Land value gain varies across the region and with type of transit technology (land value gain for RapidBus exists but it less than SkyTrain);
- A rapid transit investment (with upzoning³⁶) can create 20% or more of the gain in land value, with some areas with existing lower land values reaching up to 40%; and
- Land value capture can support transit-oriented affordable rental housing.

While land value increases can be problematic for housing affordability, revenue from land value capture can support investments into transit-oriented affordable housing development, and transit and active transportation amenities. Development limitations due to local geography indicates that a high likelihood of significant land value uplift exists for the North Shore which may be an opportunity for North Shore municipalities, TransLink, and Metro Vancouver to proactively discuss opportunities for capturing land value uplift and redirecting these benefits towards affordable housing.

A high-level analysis was conducted to estimate the incremental new supply in affordable housing units as a result of BIRT, this is discussed in Section 5.4.2.

5.3.4 MAJOR INFRASTRUCTURE INVESTMENT DEFERRAL

BIRT may result in deferral of investment in capital projects and/or major maintenance programs.

Investment in transit has the potential for deferral of investments in other major infrastructure projects within the road network and major maintenance programs. Mode shift from personal vehicle use to transit will reduce the usage of roads and bridges compared to the BAU case resulting in extended infrastructure life and deferring capital investments further into the future. Capital deferral is dependent on BIRT's implementation horizon and may be an opportunity to maximize benefit to municipalities, regional agencies, and the provincial government.

Opportunities may exist for the completion of multiple project elements as part of one project scope (i.e., road improvements, bridge widening, bridge reinforcement, heavy rail track, etc. to occur as part of the construction of BIRT). These options may warrant further study as BIRT progresses through project feasibility and preliminary engineering and may also create opportunity for additional economic benefits regionally, provincially, and nationally.

5.4 EQUITY AND AFFORDABILITY

In recent decades, Metro Vancouver has consistently been one of the most expensive places to live in Canada. A significant factor to Metro Vancouver's affordability is the comparatively lower average household incomes when compared to the cost of living, and in particular, the cost of housing and transport. Regional transit systems with frequent service can reduce the cost burden by providing increased affordable housing opportunities, reducing auto ownership and its high associated costs, and by inducing travel by active modes. The estimated total annual driving cost for a compact vehicle in British Columbia is over \$9,000 dollars a year; major costs items include fuel costs at over \$2,000 dollars, depreciation costs at \$2,900 dollars, maintenance costs at \$1,200 dollars, and insurance costs of \$2,400 dollars.³⁷ In comparison, a 2-Zone monthly pass for TransLink costs \$134.00 dollars and would cost just over \$1,600 dollars annually.³⁸ Reducing car ownership can result in significant cost savings for individuals and families but it is important to recognize that providing high quality options (such as BIRT) are necessary to maintain reliable and comfortable ways to travel around the region.

³⁶ Upzoning is defined as the changes to zoning policy undertaken to increase density

³⁷ <https://carcosts.caa.ca/>

³⁸ <https://www.translink.ca/transit-fares/pricing-and-fare-zones>

Transport equity refers to providing equal opportunities for access and travel regardless of mode of transport. Incentivizing travel by private vehicle creates marginal benefits for some users while negatively impacting many users through increased congestion on the transportation network, whereas an investment in rapid transit creates greater benefits to society through improved travel times and providing affordable transportation choices. BIRT has the potential to impact equity and affordability in Metro Vancouver in two manners: by providing greater access to jobs and housing in the region, and through spurring additional affordable housing development. The impacts to jobs and housing, and affordable housing development as a result of an investment in BIRT were analysed at a high-level and are discussed in the below subsections.

5.4.1 REGIONAL ACCESS TO JOBS AND HOUSING

BIRT will result in increased access to jobs and housing on the North Shore and within the region.

Accessibility refers to a measure of the ease of reaching (and interacting with) destinations or activities distributed in space. It is usually quantified by calculating the number of opportunities (e.g., jobs) that a person can reach from a starting point (i.e., origin), within a reasonable amount of time. According to the 2016 Census Journey to Work, the average transit commute in the Vancouver Census Metropolitan Area (CMA) is approximately 44 minutes³⁹. Based on the distribution of transit commuting durations shown in Figure 5-9, a reasonable transit commuting time is approximately 45 to 60 minutes or less. Within the region commute times are increasing and will continue to as a result of increased congestion, thereby decreasing the physical access to jobs available to individuals. Investing in rapid transit can help maintain reliable access to employment areas.

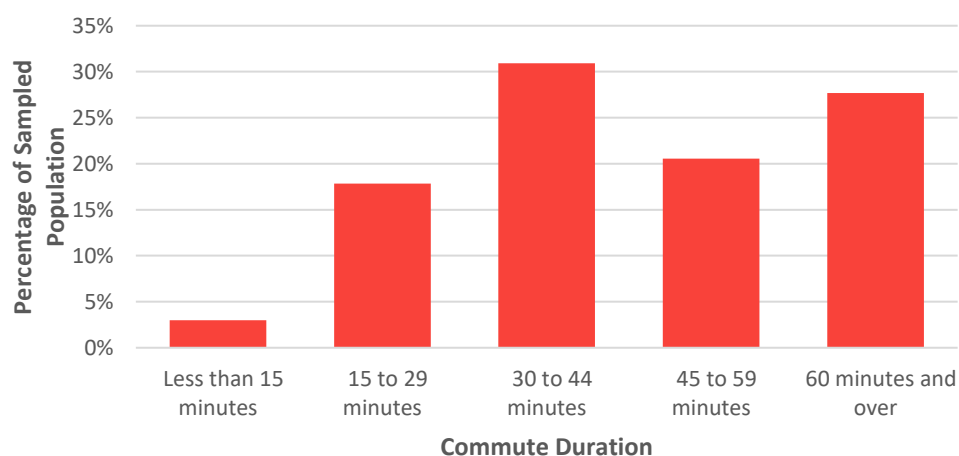


Figure 5-9: Vancouver CMA Commuter Duration (Transit Mode) Distribution⁴⁰

Physical accessibility⁴¹ is a simple yet powerful transportation performance metric. Accessibility mapping is used to gauge the geographic impact of transportation policy and projects and identify areas poorly served by transit. BIRT is a large transit infrastructure project that can unlock the economic and housing potential of the North Shore as well as areas south of the Burrard Inlet, along Hastings Street in Vancouver (Gold alignment) and Willingdon Avenue in Burnaby (Purple alignment). BIRT is expected to improve accessibility to jobs as well as discretionary activity generators such as shopping, dining, and tourism, across both sides of the Burrard Inlet. Further, BIRT will provide access to a larger pool of workers who will benefit from improved access to jobs and housing options including affordable housing units on the North Shore and elsewhere in the region.

³⁹ <https://globalnews.ca/news/3888976/vancouver-commute-times/>

⁴⁰ 2016 Census – Statistics Canada

⁴¹ As opposed to social or financial accessibility. These items are also important and impact transportation performance, but are not considered in this analysis.

Given the regional scale of both BIRT alignments, and their connectivity to other rapid transit lines, access to jobs within and outside the North Shore increases as shown in Table 5-11.

As expected, the largest accessibility improvement accrues to North Shore residents, especially in the case of the Gold alignment, which connects the North Shore directly with downtown. The Purple alignment increases accessibility substantially for residents of Burnaby.

Table 5-11: Regional Job Accessibility by a 60-minute transit trip

Area	Jobs Accessible within a 60-minute transit ride (weighted by households)		
	BAU	BIRT Gold	BIRT Purple
North Shore	200,000	369,000	382,000
Vancouver + UEL	728,000	750,000	759,000
Burnaby + New Westminster	725,000	795,000	744,000

Figure 5-10 through Figure 5-13 show the improvement in transit accessibility to Regional and North Shore jobs geographically with the introduction of BIRT, assuming a 60-minute commuting catchment. Below are some observations:

- BIRT significantly improves access to North Shore jobs from South of Burrard Inlet.
- The Gold alignment increases access to North Shore opportunities for residential areas east-west along and parallel to Hastings Street, Downtown, East Vancouver and Brentwood Town Centre.
- The Purple alignment market shed is generally north-south, providing access to North Shore jobs for residential areas along and parallel to Willingdon Avenue, Metrotown and Brentwood Town Centre. The direct connection to the Millennium Line provides access for areas further east, specifically Lougheed, Burquitlam and other parts of the Northeast Sector.

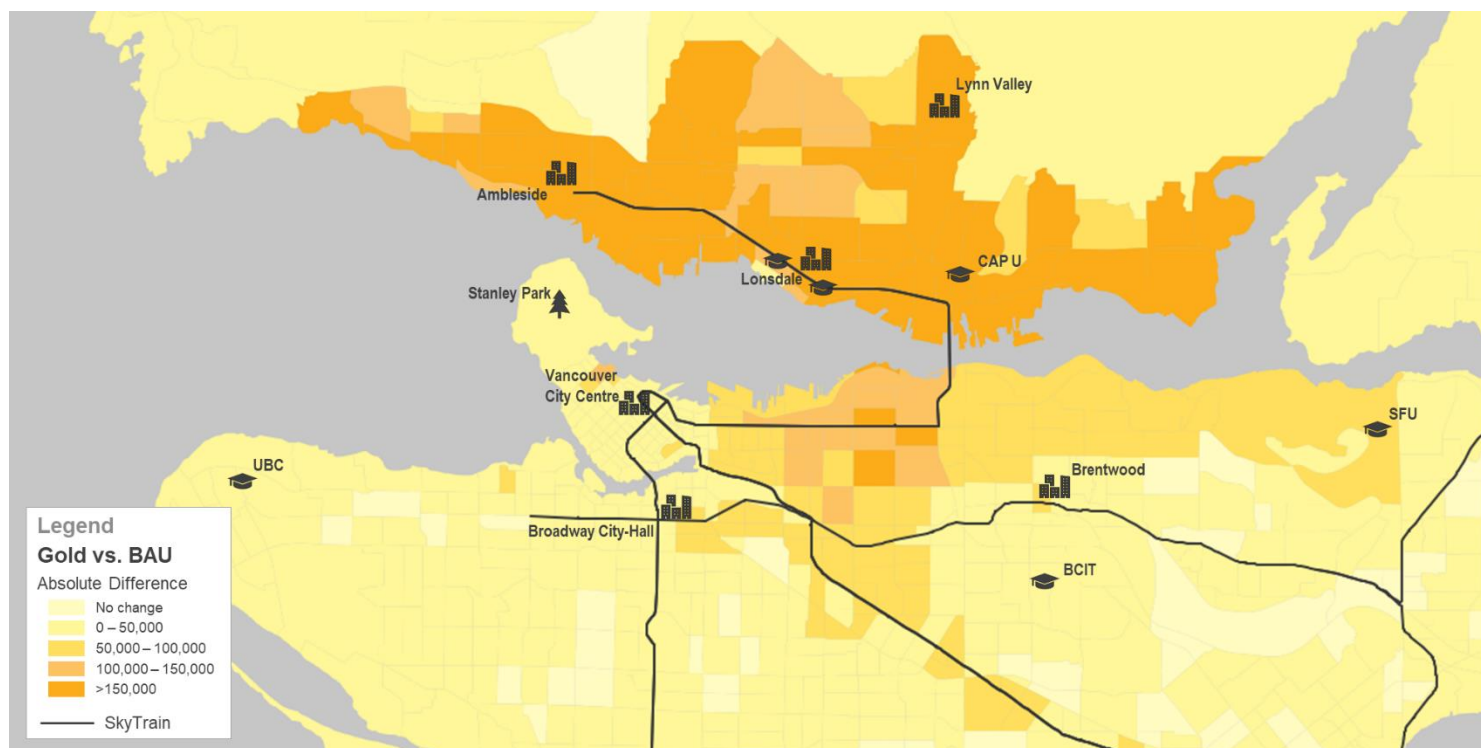


Figure 5-10: Transit Accessibility in 60 minutes to Regional Jobs - BIRT Gold Alignment vs BAU

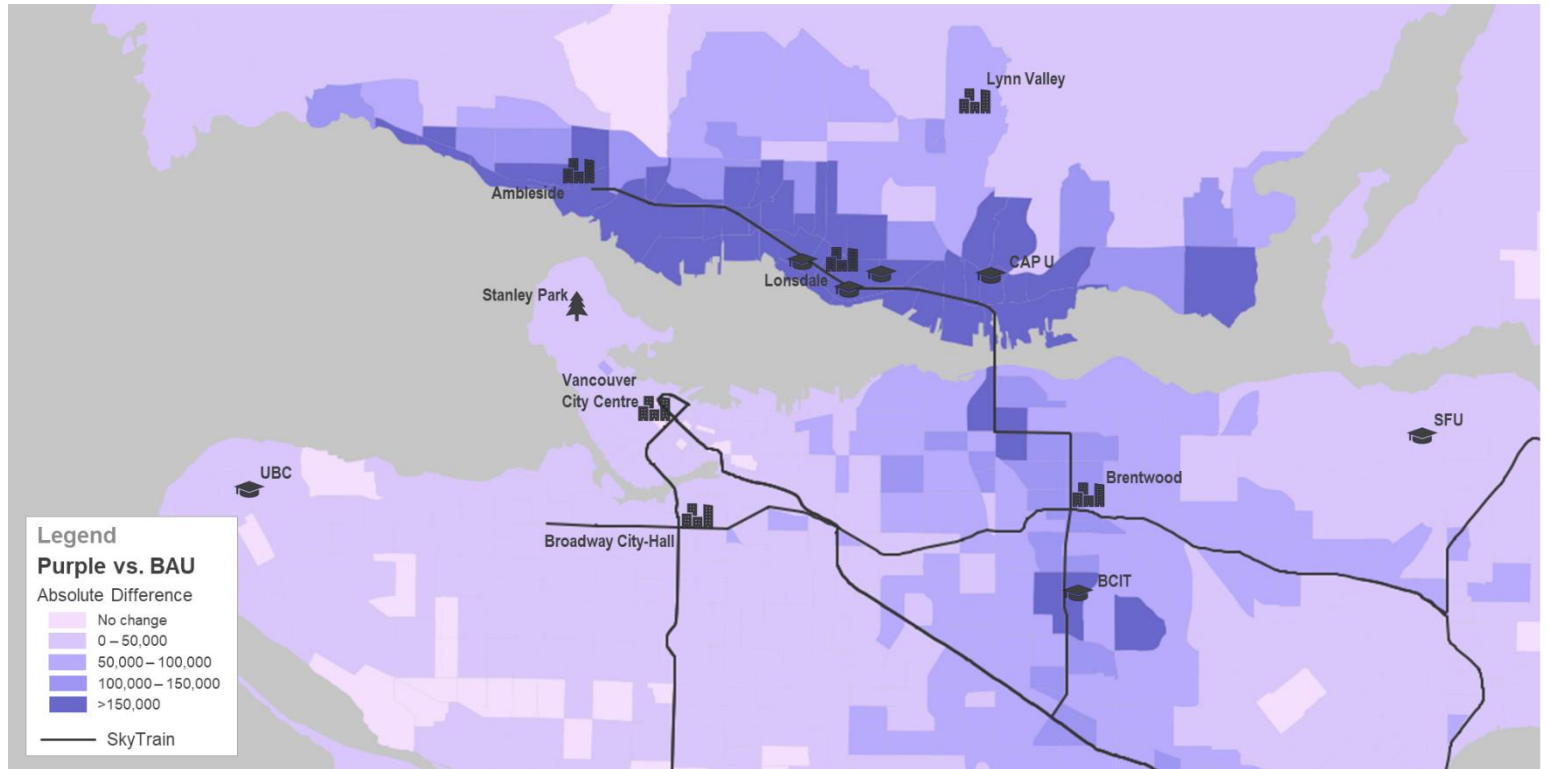


Figure 5-11: Transit Accessibility in 60 minutes to Regional Jobs – BIRT Purple Alignment vs BAU

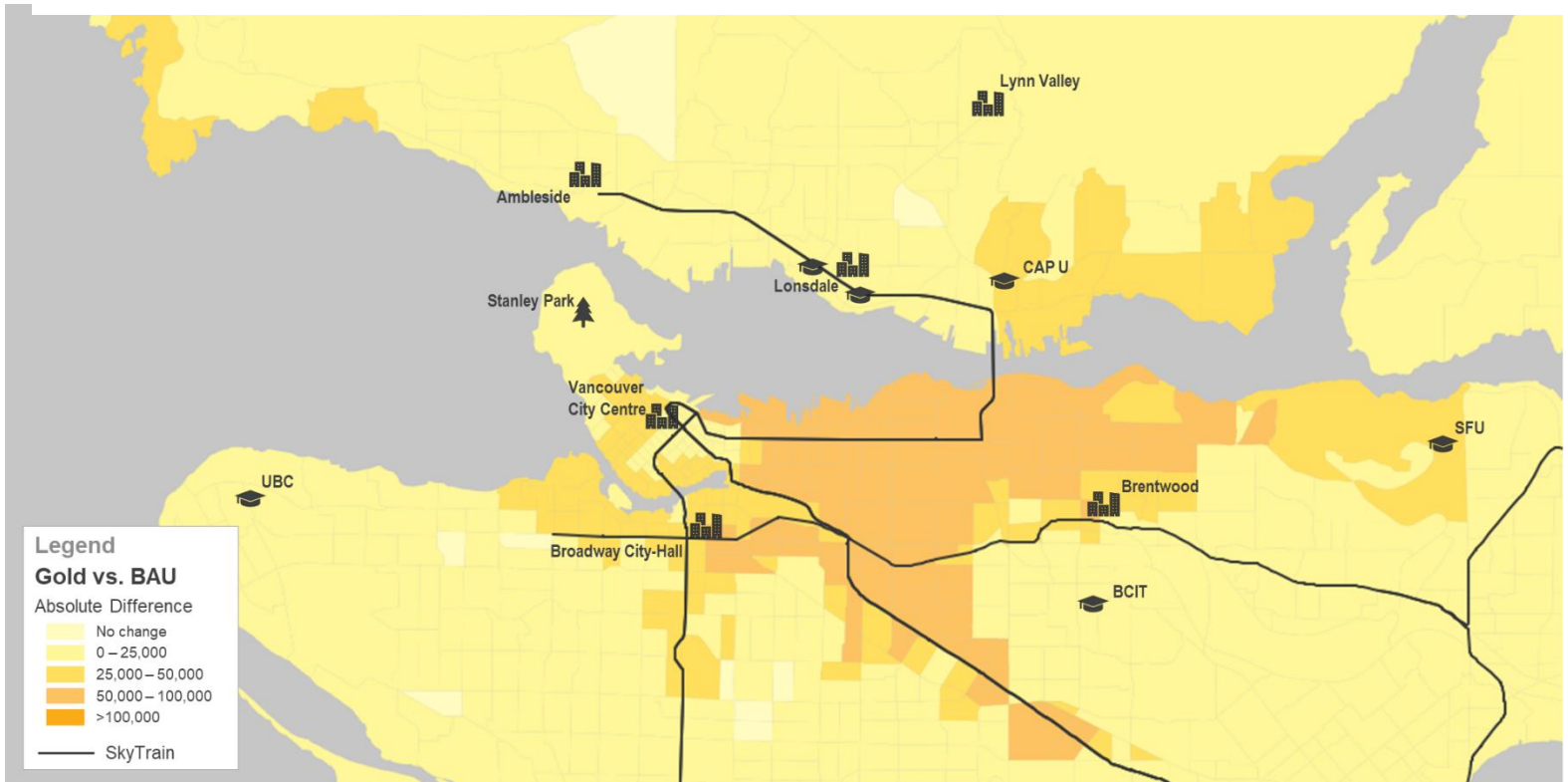


Figure 5-12: Transit Accessibility in 60 minutes to North Shore Jobs - BIRT Gold Alignment vs BAU

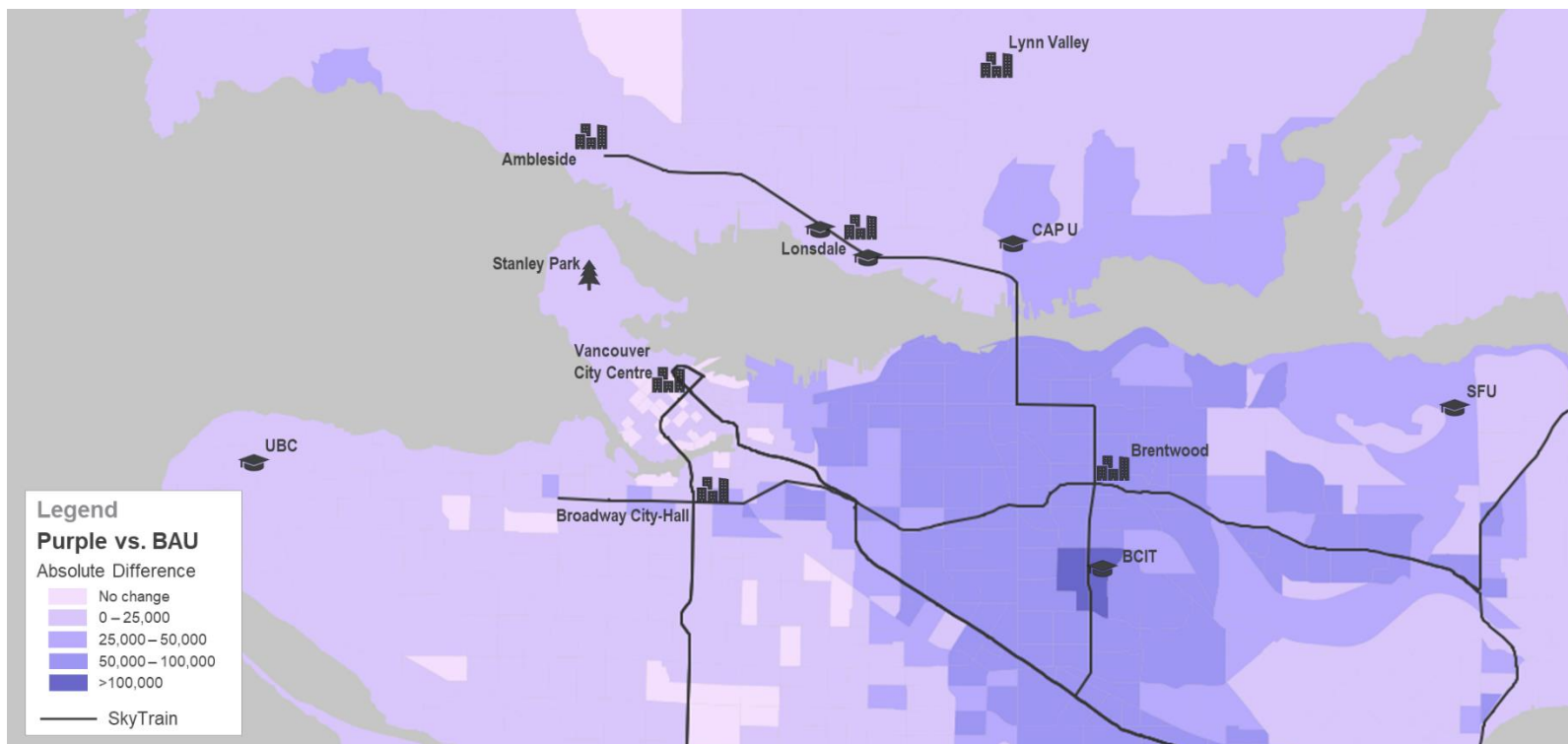


Figure 5-13: Transit Accessibility in 60 minutes to North Shore Jobs - BIRT Purple Alignment vs BAU

5.4.2 AFFORDABLE HOUSING SUPPLY

BIRT will result in incremental new affordable housing dwellings in the range of 1,300 – 2,600.

Affordable housing, and particularly affordable rental housing, is especially important to ensure the success of transit systems as those demographics are more likely to use transit and benefit from the reduced cost of living⁴². The supply of affordable housing is in part dependent on the amount of development occurring, and zoning bylaws and other local policies to which developers are required to adhere to. Investment in rapid transit attracts developers and incentivizes increased density as reliable and frequent transportation options is something that many residents seek to be close to⁴³. This phenomenon, in addition to policies allowing density bonusing and regional policies encouraging affordable housing, increases the supply of affordable housing.

With an investment like BIRT, the amount of development around station locations is likely to increase when compared to the BAU case. This incremental development will be subject to local zoning bylaws and regional affordable housing policy that encourages developers to provide affordable housing units as a development contribution. Additionally, municipalities on the North Shore and in the Metro Vancouver region identify the potential for density bonusing within zoning policy, that is the authorization of additional density beyond zoning constraints in exchange for affordable housing units or other amenity contributions with public benefit.

There is recent acknowledgement from senior levels of government that housing affordability should be considered through economic impact assessments and transportation business cases, however there are no agreed upon

⁴² <http://www.metrovancouver.org/services/regional-planning/PlanningPublications/HousingAndTransportCostBurdenReport2015.pdf>

⁴³ Evaluation of Land Value Capture and Urban Development as Sources of Revenue for TransLink (Coriolis Consulting, 2020)

methodologies at the time of writing this report. Therefore, two high-level approaches were undertaken to provide a range for anticipated incremental affordable housing supply given an investment like BIRT:

- **Corridor redevelopment-based approach** - an estimate of percent of land that could be redeveloped and assumptions for Floor to Area Ratio (FAR) for BAU and BIRT scenarios were used to estimate the incremental new dwellings expected. Regional policy of 15% affordable housing⁴⁴ in redevelopment and new housing development was used to estimate affordable housing stock.
- **Population-based approach** – Two development scenarios were created to reflect the BAU and BIRT with different assumptions for net future population of municipalities living in the corridor area. Number of incremental new dwellings were estimated using average household population; regional policy of 15% affordable housing in redevelopment and new housing development was used to estimate affordable housing stock.

CORRIDOR REDEVELOPMENT-BASED APPROACH

A conservative evaluation of land to be redeveloped along the corridor was estimated for the corridor redevelopment-based approach. Land within one kilometre of conceptual station locations were reviewed. A high-level redevelopment assessment was undertaken based on age of building, land use, existing FAR, among other variables to estimate the square footage for redevelopment. Multipliers were developed based on average FAR observed for a BAU case (existing transit service) and the BIRT case (with rapid transit). Buildable floor area percentage and average unit sizes was ultimately used to estimate total number of dwellings and number of affordable dwellings. This approach allowed for the estimation allowed for redevelopment on the North Shore portion of the alignments only and along the entire alignments.

Table 5-12 summarizes the results of the analysis conducted in the corridor redevelopment-based approach. The analysis compares estimated redevelopment on the North Shore only in the BAU case against the BIRT Cases, an incremental increase of 9,200 dwellings is expected, of which 1,400 are affordable dwellings.⁴⁵ The analysis yields the same results for comparison of the BIRT Purple and Gold Alignments to the BAU Case as the alignments are assumed to be the same along the North Shore.

In the analysis of entire alignments, an incremental increase between 11,000 and 17,500 total new dwellings is expected, of which between 1,600 and 2,600 are affordable dwellings.⁴⁵ The incremental new affordable dwellings is based on the assumption of 15% of new units are considered affordable dwellings as per Metro Vancouver's draft policy direction in Metro 2050. Metro Vancouver defines affordable units as accessible for households with 120% of median regional household income, which is approximately \$80,000 for Metro Vancouver.

Table 5-12: Summary of Corridor Redevelopment-based approach

Analysis Scenarios	North Shore Only		Entire Alignment Length	
	New Total Dwellings	New Affordable Dwellings	New Total Dwellings	New Affordable Dwellings
BAU (Purple Alignment)	13,500	2,000	26,500	4,000
BAU (Gold Alignment)			16,000	2,400
BIRT (Purple Alignment)	22,700	3,400	44,000	6,600
BIRT (Gold Alignment)	22,700	3,400	27,000	4,000
Incremental Dwellings (BIRT Purple Alignment)	+9,200	+1,400	+17,500	+2,600
Incremental Dwellings (BIRT Gold Alignment)			+11,000	+1,600

⁴⁴ Source: Metro Vancouver Regional Planning Committee May 7 P22 http://www.metrovancouver.org/boards/RegionalPlanning/RPL_2021-May-7_AGE.pdf

⁴⁵ 15% as per regional affordable housing policy in footnote 44

POPULATION-BASED APPROACH

A conservative evaluation increased new incremental population growth living along the rapid transit corridor was estimated to complete the population-based approach. This was done on a percentage basis due to BIRT being in a preliminary planning stage and items such as detailed alignment and station locations have not yet been confirmed. This approach created two scenarios based on whether BIRT occurs or does not occur, and how this would influence population distributions from a concentrated or dispersed perspective. Providing more development along a rapid transit corridor may allow for increased density that can be accommodated as more people will be able to travel by transit which has higher people-moving capacity than a scenario with dispersed development patterns, where transit is less accessible and more travel via vehicle is anticipated. Accordingly, more density adjacent to a rapid transit corridor could allow for increased amounts of affordable housing units through development contributions.

Table 5-13 summarizes the results of the analysis conducted in the population-based approach. The analysis compares estimated redevelopment along the entire length in the BAU case against the BIRT Cases, an incremental increase between 8,500 and 13,000 total new dwellings is expected, of which between 1,300 and 1,900 are affordable dwellings.⁴⁵ The incremental new affordable dwellings is based on the assumption of 15% of new units are considered affordable dwellings as per Metro Vancouver's draft policy direction in Metro 2050. Metro Vancouver defines affordable units as accessible for households with 120% of median regional household income, which is approximately \$80,000 for Metro Vancouver.

Table 5-13: Summary of Population-based approach

Analysis Scenarios	Entire Alignment Length	
	New Total Dwellings	New Affordable Dwellings
BAU (Purple Alignment)	17,000	2,500
BAU (Gold Alignment)	11,000	1,600
BIRT (Purple Alignment)	30,000	4,400
BIRT (Gold Alignment)	19,500	2,900
Incremental Dwellings (BIRT Purple Alignment)	+13,000	+1,900
Incremental Dwellings (BIRT Gold Alignment)	+8,500	+1,300

5.5 HEALTH AND SAFETY IMPACTS

Through a decrease in the number of trips on the road network, an investment in BIRT will reduce the probabilities of road collisions and introduce health benefits associated with mode shift, thereby saving society and communities the hefty costs associated with collisions and sedentary lifestyles. These benefits are discussed in greater detail in the following subsections.

5.5.1 REDUCED COLLISION BENEFITS

BIRT will result in reduced collision benefits in the range of \$88M - \$89M dollars in 2050.

By decreasing the number of trips on the road network compared to the BAU, BIRT will reduce the probability of vehicle collision incidents, thereby saving society and communities the hefty costs associated with them. The costs associated with collisions are both direct and indirect. Direct costs reflect the cost of goods and services consumed as a result of collisions including property-damage costs, emergency services, medical expenses, legal costs, travel delay costs, and lost time costs. Indirect costs include all changes and irretrievable losses experienced by people involved in collisions and by society as a whole and include items such as future net production lost by society and willing-to-pay costs.

The safety benefits assessed in this analysis include a reduction in fatalities, injuries, and property damage only (PDO) collision costs resulting directly from BIRT-related VKT reductions. To estimate safety benefits from

reduced VKT, crash data from the Insurance Corporation of British Columbia (ICBC) was analysed and collision rates per VKT were established. Table 5-14 below summarizes current collision rates by severity in the region.

Table 5-14: Historical Collision Severity Rates per Million VKT Within the Study Region

Collision Severity Rate	2017
Fatalities / 1 M VKT	0.0046
Injury / 1 M VKT	2.32
PDO / 1 M VKT	8.79

To monetize collisions, values by collision outcomes are typically estimated using a Value of a Statistical Life (VSL), that is an estimate of how much society is willing to pay to reduce their risk of death or injury. Values for VSL were used from BC MoTI's Default Values for BCA⁴⁶ and account for the direct and indirect costs of collisions discussed above; values were inflated to 2020 dollars.

Table 5-15: Applied Collision Monetization Values (in CAD 2020\$)⁴⁶

Collision Severity	Fatality	Injury	PDO
Value (2020\$)	8,339,142	314,064	13,939

Reductions in fatalities, injuries, and PDO were estimated by multiplying VKT savings outlined in Table 5-4 by historical collision rates in Table 5-14. Monetization values outlined in Table 5-16 were applied to determine the reduced collision benefit in 2050. All monetized values are in undiscounted 2020 dollars, that is monetized results have not been adjusted to account for the time value of money.

Table 5-16: Prevented Annual Collisions by Collision Severity (2050)

Collision Severity	Reduced Collision Benefit (2050)	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Fatalities	Annual Prevented Accidents (# of collisions)	0.5	0.5
	Annual Savings (2020\$)	\$3.9 M	\$3.8M
Injury	Annual Prevented Accidents (# of collisions)	233	232
	Annual Savings (2020\$)	\$72.9 M	\$72.5 M
PDO	Annual Prevented Accidents (# of collisions)	887	881
	Annual Savings (2020\$)	\$12.4 M	\$12.3 M
TOTAL (2020\$)		\$89.2 M	\$88.6 M

The introduction of BIRT is expected to result in a total reduction of 0.5 fatalities, 232 - 233 injuries, and 881 - 887 PDO incidents from reduced road travel for the year 2050. Benefits would extend over the entire operational period as a result of reduced VKT compared to the BAU case due to consistent mode shift from auto to transit. These incident reductions translate directly to local and regional health and wellbeing benefits. **BIRT will result in safety incident reductions in the range of \$88 - \$89 million in undiscounted 2020 dollars for the 2050 analysis year.**

⁴⁶ See BC MoTI Default Values for Benefit Cost Analysis in British Columbia – 2018.

5.5.2 HEALTH BENEFITS ASSOCIATED WITH MODE SHIFT

While major metropolitan cities provide citizens with economic and social opportunities, there are significant health impacts resulting from a lack of active travel and physical activity (prolonged sedentary work, lack of time for physical activity, etc.), poor air quality, and noise. Sedentary activity and increased stress are also associated with urban dwellers and especially those who complete trips by driving. Studies have shown that physical inactivity and the ever prevalent sedentary lifestyle costs the BC provincial health care system more than \$570 million dollars a year.⁴⁷ Taking transit results in increased physical activity through walking, cycling, or rolling to and from transit stations to fill the 'first and last mile'. The increase in regular physical activity can have a significant benefit on individuals, communities, and the health care system.

While these impacts are not regularly quantified in North America, some agencies elsewhere in the world monetize the benefits associated with prevented deaths and reduced sickness absences associated with an increase in physical activity. Transport for London (TfL), the regional transport agency in London, England, uses two tools to monetize the health benefits associated with transport projects and programs, and estimate that a 10 percent reduction in risk of death in people who regularly cycle 100 minutes per week and a 11 percent reduction in risk of death in people who regularly walk for 168 minutes per week.⁴⁸ Similarly, in monetizing reduction in sickness absences, TfL methodology estimates that a 25 percent reduction in sickness absences results for each newly active person per year, and has significant productivity and economic benefits when taking into account the prevention of sick days.⁴⁸

The World Health Organization (WHO) lists air pollution as a major cause of disease and death with the decline of air quality resulting in increased risk of stroke, heart disease, lung cancer, and other diseases.⁴⁹ Air pollution is caused by the burning of fossil fuels which release pollutants causing human harm. Decreased vehicle travel can reduce illness and deaths associated with air pollution, along with societal costs. Vehicle emission reductions is discussed further in Section 5.6.1.

5.6 CLIMATE AND ENVIRONMENT IMPACTS

Through a decrease in the number of trips on the road network, an investment in BIRT will reduce GHG emissions, contributing to reduced air pollution and local waterbody pollution including the Burrard Inlet. These benefits are discussed in greater detail in the following subsections.

5.6.1 REDUCED AUTO EMISSIONS

BIRT will result in reduced auto emission benefits in the order of \$1.4M dollars in 2050.

From an environmental standpoint, fewer vehicle trips resulting from BIRT service introduction will lead to reduced Greenhouse Gas (GHG) and Criteria Air Contaminant (CAC) emissions (such as NO_x, particulate matter, etc.) compared to the BAU case. GHG emissions have a global impact that is realized over a longer time period, while CAC emissions exhibit more localized and short-term impacts by directly affecting the health of exposed individuals. Emission reduction benefits of the Project are summarized in Table 5-18 below.

Table 5-17 outlines the assumed emission factors for 2030 applied to determine the emissions reduction achieved by BIRT. These emission reduction factors may not represent those expected in 2050 but are a conservative estimate. Emissions factors cannot reliably be determined for 2050 as many factors contribute to technological improvements seen in emissions reductions.

⁴⁷ Includes Direct Costs (hospital, physician, drug, institutional, etc.) and Indirect Costs (productivity losses due to premature death and disability) - <https://health.gov.bc.ca/library/publications/year/2004/inactivity.pdf>

⁴⁸ <http://content.tfl.gov.uk/valuing-the-health-benefits-of-transport-schemes.pdf>

⁴⁹ <https://www.un.org/sustainabledevelopment/blog/2016/05/un-health-agency-warns-of-rise-in-urban-air-pollution-with-poorest-cities-most-at-risk/#:~:text=%E2%80%9CAir%20pollution%20is%20a%20major%20cause%20of%20disease%20and%20death.&text=As%20urban%20air%20quality%20declines,live%20in%20them%2C%20WHO%20stressed.>

Table 5-17: 2030 Vehicle Emission Factors (g/VKT)⁵⁰

Pollutant	Auto	Truck
Oxides of Nitrogen (NO _x)	0.02	2.37
Particulate Matter 2.5 (PM2.5)	N/A	N/A
Particulate Matter 10 (PM10)	0	0.01
Oxides of Sulfur (SO _x)	0	0.01
Volatile Organic Compounds (VOC)	0.04	0.15
Carbon Dioxide Equivalent (CO ₂ eq.)	116	897.26

Based on the CleanBC strategy⁵¹ all new vehicle sales will be electric vehicles by 2040; the Government of Canada has also recently announced the acceleration of its previous target of 100 percent sales of new light-duty and passenger trucks to be zero-emission by 2040 to its new target of 2035⁵². Accounting for typical vehicle retirement age⁵³ and EV adoption rates from Norway⁵⁴, we estimate that approximately 80% of vehicle trips will be made by EVs in 2050. McElhanney is concurrently working with TransLink to develop an EV module for the RTM to better understand the impact of EV adoption. Table 5-18 outlines the auto emission reductions in 2050 as a result of BIRT, this was calculated based on the vehicle emission factors from Table 5-17 and the VKT savings in Table 5-4.

Table 5-18: Summary of Auto Emissions Reduction (2050)

Pollutant	Average Annual Reduction (Tonnes)	
	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Oxides of Nitrogen (NO _x)	48	48
Particulate Matter 2.5 (PM2.5)	N/A	N/A
Particulate Matter 10 (PM10)	0.2	0.2
Oxides of Sulfur (SO _x)	0.2	0.2
Volatile Organic Compounds (VOC)	4	4
Carbon Dioxide Equivalent (CO ₂ eq.)	20,463	20,318

The monetization values in Table 5-19 were applied to the auto emissions reduction by pollutant in Table 5-18 to determine the total auto emissions cost savings. This is summarized in Table 5-20.

Table 5-19: Applied Emissions Monetization Values (in CAD 2020\$)

Pollutant	Monetized Value (\$ / tonne)
Oxides of Nitrogen (NO _x)	\$9,268
Particulate Matter 2.5 (PM2.5)	\$397,200
Particulate Matter 10 (PM10)	\$3,792
Oxides of Sulfur (SO _x)	\$3,792
Volatile Organic Compounds (VOC)	\$7,342
Carbon Dioxide Equivalent (CO ₂ eq.)	\$2,046

⁵⁰ Metro Vancouver Mobility Pricing Study (2018) Table 2B-2

⁵¹ <https://news.gov.bc.ca/releases/2020EMPR0031-001416>

⁵² <https://www.canada.ca/en/transport-canada/news/2021/06/building-a-green-economy-government-of-canada-to-require-100-of-car-and-passenger-truck-sales-be-zero-emission-by-2035-in-canada.html>

⁵³ This is based on data from the Insurance Corporation of BC

⁵⁴ Norway was selected as an appropriate comparative EV adoption indicator as it has a similar population to BC and its early EV adoption rates are similar to those of BC

Table 5-20: 2050 Auto Emissions Cost Savings (Undiscounted 2020\$)

Pollutant	BIRT (Gold Alignment)	BIRT (Purple Alignment)
Oxides of Nitrogen (NO _x)	\$447,341	\$444,168
Particulate Matter 2.5 (PM2.5)	N/A	N/A
Particulate Matter 10 (PM10)	\$802	\$796
Oxides of Sulfur (SO _x)	\$802	\$796
Volatile Organic Compounds (VOC)	\$28,173	\$27,973
Carbon Dioxide Equivalent (CO ₂ eq.)	\$911,323	\$904,859
TOTAL	\$1.4M	\$1.4M

5.6.2 RESTORATION OF LOCAL WATERBODIES

Transportation infrastructure is a significant source of stormwater runoff and contributes to local waterbody contamination. Toxic particles from the use of vehicles including heavy metals from tires, brakes and engine wear, hydrocarbons from lubricating fluids, and asbestos from brake linings are deposited on the road network and are collected as stormwater runoff.^{55 56} This stormwater runoff subsequently contaminates local waterbodies and contributes to toxin accumulation in local marine wildlife and is therefore referred to as stormwater pollution. Stormwater pollution requires a multi-faceted approach to tackle, though the most effective solution is limiting pollution through investment in sustainable transport initiatives. An investment like BIRT is slated to induce mode shift from auto to transit, and in doing so reduces significant VKT across the region. This reduction in vehicle and road usage results in a decrease in stormwater pollution entering local water bodies including Capilano River, Lynn Creek, and the Burrard Inlet.

PollutionTracker is a monitoring program tracking pollution and contaminant concerns by collecting and processing mussels and nearshore ocean sediment samples along the BC coastline. Ocean sediment samples from coastal BC locations were collected as part of the project and results indicate that samples collected from Burrard Inlet rank in some of the top contaminated sites from the study.⁵⁷ In the nearby Puget Sound, recent research shows that 40 – 90% of returning coho salmon are dying of toxic chemical poisoning from tire particulate run-off. While marine pollution is due to various sources, the transportation system is still a large contributor to stormwater pollution and initiatives such as BIRT will reduce the negative impact of transportation related pollution on local waterbodies.

5.7 SUMMARY OF BENEFITS

This Benefits Assessment analyzed the expected impacts of BIRT in five impact categories typically included in an Economic Impact Assessment through monetized, quantitative or qualitative analysis. The analysed categories included: Transportation, Economic Development, Equity and Affordability, Health & Safety, and Climate & Environment.

⁵⁵ <https://transportationchoices.org/project/transitstormwater/>

⁵⁶ <https://www.epa.gov/npdes/stormwater-discharges-transportation-sources>

⁵⁷ <https://pollutiontracker.org/#>

Table 5-21 and the following subsections summarize the expected benefits of BIRT.

Table 5-21: Summary of Benefits Assessment Findings

Topic	Outcome
Transportation Impacts	
Travel Time Savings Impact (2050)	\$498 - \$552M
Reliability Impact (2050)	\$55 - \$75M
Vehicle Operating Cost Savings (2050)	\$18 - \$19M
Economic Development Impacts	
GDP Contribution	\$4.2 billion
Employment Creation (in Job-Year FTE)	43,000 jobs
Labour Income of Unincorporated Sector Generation	\$114 million
Wages & Salaries Generation	\$2.7 billion
Tax Revenue Creation	\$428 million
Output	\$7.6 billion
Agglomeration Impacts	\$84 - \$107M
Development Potential	<i>Qualitatively Assessed</i>
Capital Deferral	<i>Qualitatively Assessed</i>
Equity and Affordability Impacts	
Regional Access to Jobs and Housing	<i>Qualitatively Assessed</i>
Affordable Housing Supply	<i>Qualitatively Assessed</i>
Health and Safety Impacts	
Reduced Collision Impact (2050)	\$88 - \$89M
Health Impacts due to Mode Shift	<i>Qualitatively Assessed</i>
Climate and Environment Impacts	
Reduced Auto Emissions (2050)	\$1.4M
Restoration of the Burrard Inlet	<i>Qualitatively Assessed</i>

STAKEHOLDER ENGAGEMENT

Stakeholder⁵⁸ perceptions anticipated that a **rapid transit connection to the North Shore would result in positive impacts** to congestion, travel time reliability, regional access and connectivity, local and regional tourism, labour mobility, industry-specific economic impacts, sustainable land development, and access to post-secondary institutions.

TRANSPORTATION IMPACTS

BIRT results in a number of transportation user benefits including travel time savings, reliability savings, and vehicle operating cost savings. **A benefit of \$571M - \$646M was calculated for all modes of transport** (i.e., auto, transit, light trucks, and heavy trucks), the majority of the benefits (\$498 - \$552M) arising as a result of projected travel time savings for transportation network users. This has an impact on both individual users as well on local and regional businesses.

ECONOMIC DEVELOPMENT IMPACTS

BIRT will necessitate the expenditure of capital, operational, and maintenance funds for construction and operations; the economic impacts of these expenditures were analysed using Statistics Canada's Input/Output model and were calculated per billion dollars spent in each expenditure category (Urban Transit Systems, Transportation Engineering Construction, and Architectural, Engineering and Related Services). BIRT was found to **contribute \$4.2 billion to Canada's GDP, and generate 43,000 full-time employment positions (FTE), \$114 million in unincorporated sector labour income, \$2.7 billion in wages and salaries, \$428 million in tax revenue creation, and \$7.6 billion in output per billion dollars spent in each capital and operating expense category**. In addition to these economic benefits, an **agglomeration benefit of \$84M - \$107M** is realized due to increased efficiencies from increased proximity among the Region's business clusters.

EQUITY AND AFFORDABILITY IMPACTS

Metro Vancouver has consistently been reported to be one of the most expensive places to live in Canada. A significant factor to Metro Vancouver's unaffordability is the comparatively lower average household incomes against the cost of living, and in particular, the cost of housing and transport. BIRT has the potential to improve equity and affordability in Metro Vancouver in two ways: by providing greater access to jobs and housing in the region, and by providing additional affordable housing units through development contributions. BIRT will **increase access to jobs accessible within a 60-minute transit ride** and will provide **1,300 – 2,600 incremental new affordable dwellings** as compared to the BAU.

HEALTH AND SAFETY IMPACTS

Through a decrease in number of vehicular trips, and therefore a decrease in vehicle kilometres travelled (VKT), BIRT is expected to result in reduced roadway collisions compared to the BAU case. In the BIRT case, approximately **1,100 total prevented collisions** (fatalities, injuries, and property-damage only) are expected in **2050, with a total reduced collision impact of \$89 million**. Collision reduction and associated monetary benefit would be realized each year BIRT is in operation, although the precise value would be dependant on the annual decrease in VKT before and after the horizon year of 2050.

BIRT is also expected to have increased societal benefits associated with improved health as a result of mode shift from auto to transit. Living a sedentary lifestyle has a significant impact on our physical health and wellbeing, and in turn an impact on local healthcare systems. Transit trips are most often paired with another form of active transportation (walking, cycling, rolling), and the addition of these trips reduces the negative health impacts associated with sedentary lifestyles and financial burden to society.

CLIMATE AND ENVIRONMENT IMPACTS

A reduction in auto travel across the region, and associated reduction in VKT, results in decreased pollutants - CO₂, SO_x, NO_x, and GHG emissions. The **reduced auto emissions impact for the year 2050 results in a benefit of**

⁵⁸ Stakeholders consultations included representation from North Shore businesses (from Tourism, Food & Beverage, Professional Services, Commercial Development, Post Secondary, Film, Ports & Terminals industries and business sectors) and representatives from First Nations communities.

\$1.4 million for both BIRT alignments when compared to the BAU. The auto emissions reduction is highly dependant on electric vehicle (EV) adoption. It was assumed that an 80 percent EV adoption rate would occur in 2050, meaning that 80 percent of the VKT in 2050 is produced by EVs (which would have no tailpipe emissions). The implementation of BIRT prior to 80 percent EV adoption would greatly impact the emissions reduction and associated monetary benefit.

A reduction in VKT will result in a reduction in tire particulate run-off and a corresponding reduction in stormwater runoff pollution associated with local transportation networks. As a result, BIRT can be expected to have a positive impact on the restoration of the local waterbodies through a reduction in stormwater runoff pollution.

FIRST NATION IMPACTS

BIRT is unique in its benefits for First Nations communities. A rapid transit connection to the North Shore will serve to fill gaps in regional access as it connects Capilano IR No. 5, Mission IR No. 1, Seymour Creek IR No. 2 and Burrard Inlet IR No. 3 for Squamish and Tsleil-Waututh First Nations. An investment in BIRT will establish improved connections for these communities to jobs and affordable housing in the region and generate socio-economic benefits through increased access to job opportunities. BIRT can be expected to establish a platform for sustainable economic growth through land development and partnership opportunities for First Nations on the North Shore, as well as tourism expansion opportunities.

6 REALIZING THE BENEFITS

BIRT offers unique benefits to the North Shore and Metro Vancouver region. In providing fast and reliable *regional connectivity*, transportation network users of all modes can be expected to benefit from travel time savings and reliability improvements. Furthermore, it is projected that BIRT will generate *economic benefits* to local and regional businesses, economic productivity known as agglomeration, and improved access to regional jobs and housing. These benefits impact the North Shore, Metro Vancouver, and also extend to the Lower Mainland and nationally through impacts to the tourism industry and national goods movement. Additional *societal benefits* include an increase in regional affordable housing supply, reduced collisions, health and economic benefits related to increased physical activity, and improved *climate resilience and environmental* outcomes as a result of reduced auto emissions and stormwater pollution. This catalog of strong benefits outlines the importance and significance of BIRT for the Metro Vancouver region.

A number of compelling rationales exist for an investment in BIRT:

1. Investment in First Nation economic development and improved connectivity
2. Tackle affordability and accessibility issues in Metro Vancouver
3. Significant improvements in travel time and reliability for general purpose traffic and goods movement
4. Enabling conditions for travel between Metro Vancouver and beyond (Sea-to-Sky, Sunshine Coast, and Vancouver Island)

BIRT has the advantage of a collaborative partnership between local governments and First Nations who are in alignment and support investment in transit. These partners are committed to implementing sustainable demand management initiatives and transit priority measures to improve local and regional travel as proven through their participation in the INSTPP and NXSTPP. This is an important advantage in creating efficiencies in the business case lifecycle process and along with its strong benefits, establishes BIRT as an important investment.

Rapid transit alignments connecting the North Shore with Downtown Vancouver and Burnaby (alignment-dependent) are presented in TransLink's Transport 2050 Phase 2 engagement indicating the regional significance of connecting the North Shore to the region.

In reference to the TransLink Business Case Lifecycle, BIRT is in the project exploratory phase in advance of the formal business case lifecycle process. As BIRT advances towards confirmation within Transport 2050 and the Mayor's Council Investment Plan, it has not officially entered the stage-gating process outlined in Figure 6-1. BIRT has set itself up for success through significant pre-planning work previously undertaken.⁵⁹ Once formally accepted into the business case lifecycle process, project partners will have significant information and project history to expedite the process and efficiently make informed decisions and land on a preferred BIRT alternative to further develop. In advance of determining the best solution for technology and alignment, it is recommended that the PWG proceed liaising with regional partners and senior levels of government to further progress BIRT project planning.

⁵⁹ INSTPP, Stage 1 and Stage 2 BIRT Preliminary Feasibility Studies

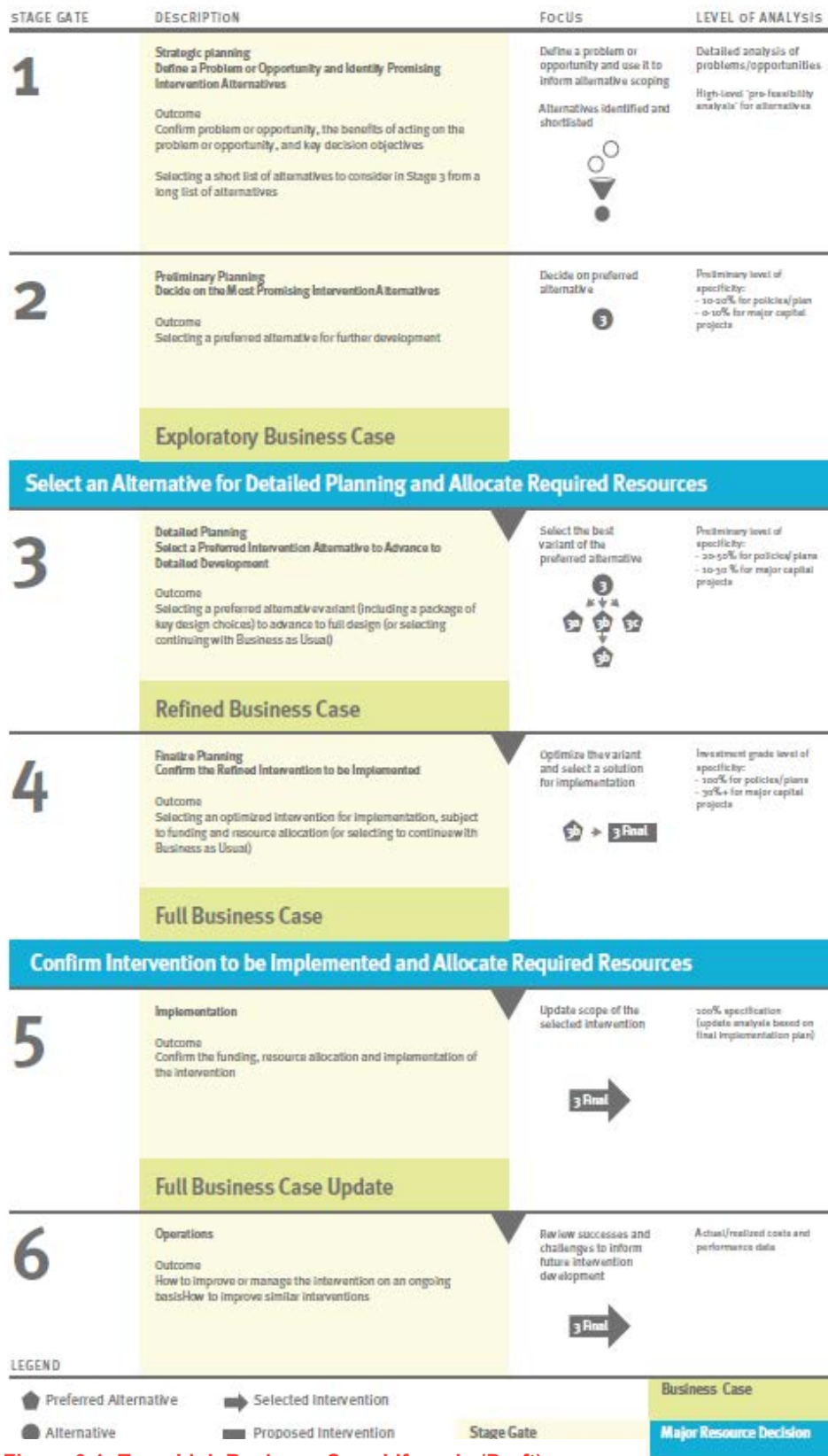


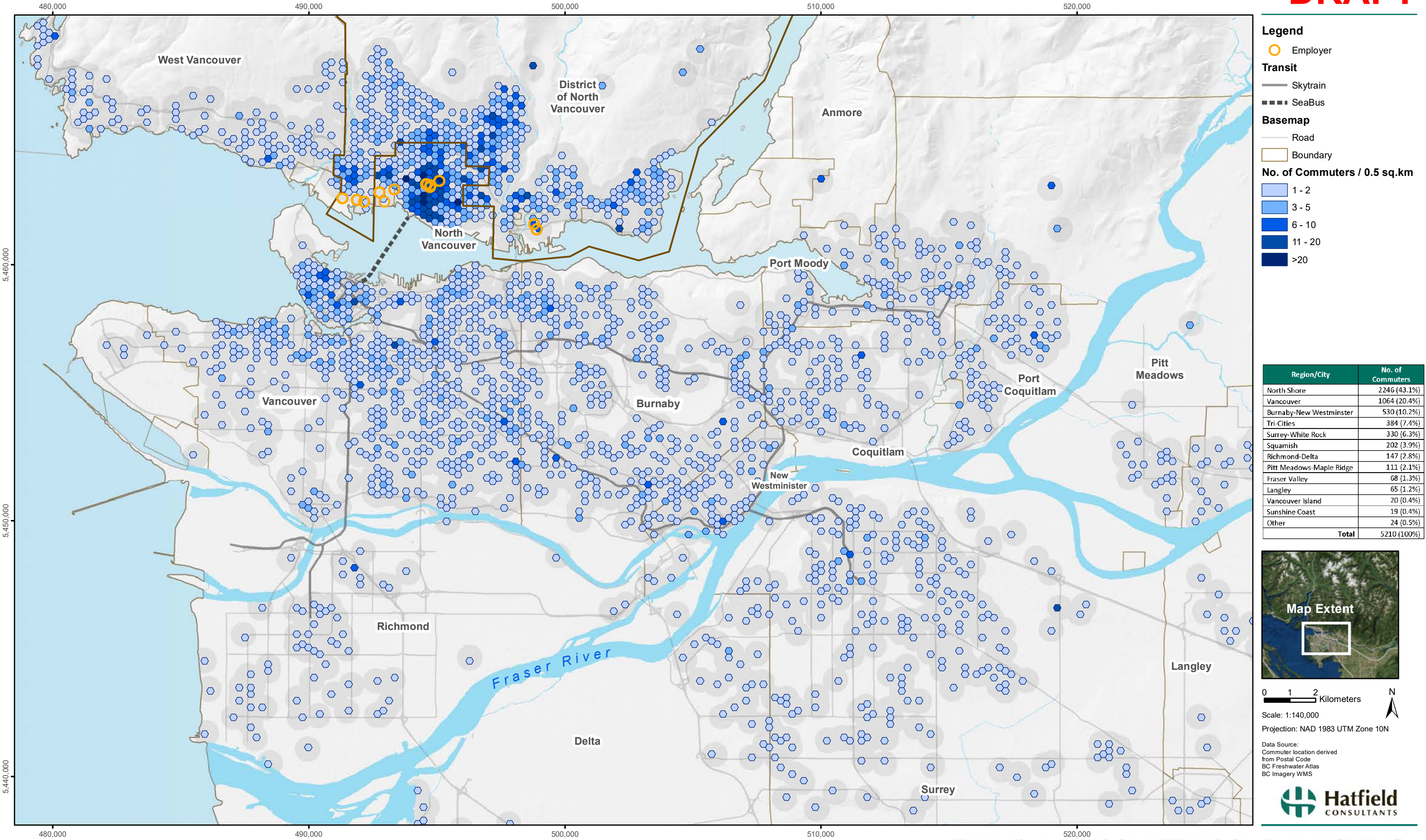
Figure 6-1: TransLink Business Case Lifecycle (Draft)

APPENDIX

A NORTH SHORE EMPLOYEE HEAT MAP

Where do they commute from? - Employee origin for select North Vancouver businesses, 2018

DRAFT





 Deputy Director	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**
ENGINEERING, PARKS & ENVIRONMENT DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Luke Gillies, Section Manager, Utilities

Subject: UTILITIES CAPITAL PROJECTS END OF YEAR FUNDING
REALLOCATION

Date: January 26, 2022 File No: 11-5210-01-0001/2021

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

RECOMMENDATION

PURSUANT to the report of the Section Manager, Utilities, dated January 26, 2022, entitled "Utilities Capital Projects End of Year Funding Reallocation":

THAT the transfer of \$65,000 from Project 56083 – East 3rd Street and Lonsdale Avenue to St. Davids Avenue, \$71,000 from Project 56095 – New Water Main 2100 Block St. Georges Avenue and \$55,000 from Project 56096 – New Water Main 2200 Block St. Georges Avenue Project to Project 56098 – St. Andrews Avenue Water Main Replacement be approved;

THAT the transfer of \$127,000 from Project 56015 – Connection Replacement and \$50,000 from Project 56003 – Water Meters to Project 56004 – Connection Installation be approved;

THAT the transfer of \$45,000 from Project 54006 – Inspection Chamber and Connection Rehabilitation, \$42,000 from Project 54074 – Sanitary Sewer Private Side I&I and \$105,000 from Project 54073 – Sanitary Sewer Repair and Replacement to Project 54002 – Sanitary Sewer Connection be approved;

THAT the transfer of \$62,500 from Project 55057 – Storm Main Infill to Project 55002 – Storm Sewer Connection be approved;

AND THAT should any of the amounts remain unexpended as at December 31, 2024, the unexpended balances shall be returned to the credit of the respective fund.

SUMMARY

As we approached year end we have four project areas in the Utilities Section that have gone over budget and other projects that were delivered under budget or not initiated. The purpose of this report is to seek Council approval to transfer available funds from elsewhere in each respective utilities budget to balance these budgets and to explain the nature of the overruns. The four areas that were over spent include:

- St. Andrews Water Main Replacement Project from 21st Street to Highway 1;
- New sanitary sewer connections for development sites;
- New storm sewer connections for development sites; and,
- New water connections for development sites.

DISCUSSION

St. Andrews Water Main Replacement

Council has previously approved \$450,000 for the replacement of the 200mm 1951 cast iron water main from 21st Street to Highway 1. This pipe is part of the broader system improvements to increase the supply of water from the Greenwood Reservoir to meet the demands of growth and fire flow within central Lonsdale and to the Harry Jerome Recreation Centre and Neighbourhood Lands sites.

During construction this fall, City crews encountered challenging ground conditions, wetter than normal weather and difficulty with supply of materials and equipment due to regional shortages. This created overages on this now completed project, which are currently just under \$191,000. The source of the funds to balance this overage are three projects: East 3rd Street from Lonsdale Avenue to St Davids Avenue which has been completed under budget and a planned new main in the 2200 and 2100 Blocks of St Georges Avenue which will be required to adequately service the Phase 2 portion of the Harry Jerome Neighbourhood Lands. Either City capital or developer funds will be required to construct this water main in the future.

Connection Installation

The Water Utility Bylaw and the Sewerage and Drainage Bylaw establishes the flat rate fees for new service connections for smaller developments and larger developments, like those with sprinkler requirements, follow an at cost model. These fees are collected at the time of the building permit and the connections are typically installed in the months leading up to occupancy of the property, which can range from six months to as much as four years later.

While these flat fee rates are increased from time to time, the increases have not kept pace with recent dramatic increases in costs due in part to increases in costs for materials and equipment, and an increase in disposal fees for excavated soil.

The increase in costs and the time lapse between fee collection and construction creates a structural deficit in this program. In 2020, the City began to participate in a national

benchmarking exercise and is undertaking improved data collection around as-built costs as part of our asset management project. With this information, we hope to be able to identify methods for cost reduction for the work performed and better estimate fees that will meet the cost recovery principle of the bylaws. This will be reported out to Council as part of the 2023 utility reports; however, there will still be a number of years where a short fall (albeit decreasing) may still exist due to the fees already having been collected. To alleviate this, a dedicated reserve will be set up in each utility to help fund these gaps in the nearer term.

Source of Funds for each Shortfall

Water Connections

In 2021, 130 connections were completed at a \$177,000 over expenditure. This deficit will be funded by a combination of funds from the following projects in the Water Utility:

- Connection Replacement Project \$127,000 - The Connection Replacement Project funds City initiated service connections when they are end of life and there is no anticipated change of use at the property that would trigger developed funded work.
- Water Meters Project \$50,000 - The Water Meters Project funds the renewal of old water meters and covers staff costs associated with reading and monitoring meters.

Sanitary Sewer Connections

In 2021, 84 sanitary connections were completed at a \$192,000 over expenditure. This deficit will be funded by a combination of funds from the following projects in the Sanitary Sewer Utility:

- Inspection Chamber and Connection Rehabilitation Project \$45,000 - Inspection Chamber and Connection Rehabilitation Project funds are used for the repair and installation of inspection chambers on existing sewage connections. Inspection chambers assist with maintenance and are critical to resolve blockages that can create backups.
- Sanitary Sewer Private Side I&I Project \$42,000 - Sanitary Sewer Private Side I&I Project funds are spent minimising the ingress of non-sewage material into the sewer system from private sources. Ingress and infiltration of water into the sanitary system creates unnecessary load on the wastewater treatment plant.
- Sanitary Sewer Repair and Replacement Project \$105,000 - Sanitary Sewer Repair and Replacement Project funds are used for sanitary sewer mainline repair and replacement.

Storm Sewer Connections

In 2021, 86 connections were completed at a \$62,500 over expenditure. The sources of funds to make up the shortfall in the storm sewer utility will be from by the Storm Main Infill Project, which is used to repair and upgrade existing storm water mainlines in the City.

FINANCIAL IMPLICATIONS

To fund the overages on the St. Andrews Water Main project, \$65,000 will be transferred from the available surplus funds from the completed East 3rd Street Lonsdale Avenue to St. Davids Avenue and \$71,000 and \$55,000 will be transferred from the delayed 2100 Block and 2200 Block St. Georges Avenues Projects.

To fund the shortfall on development water service connections, (Connection Installation Project) \$127,000 will be transferred from unspent money in Project 56015 - Connection Replacement and \$50,000 will be transferred from unspent money in Project 56003 – Water Meters.

To fund the shortfall in sewage connections, the following transfers of unspent funds will be made:

- \$45,000 will be transferred from Inspection Chamber and Connection Rehabilitation Project;
- \$42,000 will be transferred from Sanitary Sewer Private Side I&I Project; and
- \$105,000 will be transferred from the Sanitary Sewer Repair and Replacement Project.

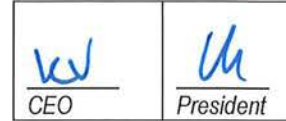
To fund the shortfall on storm connections, \$62,500 of unspent funds will be transferred from the Storm Main Infill Project.

The sources of funds to transfer were considered and reviewed by staff in Finance and Engineering.

RESPECTFULLY SUBMITTED:



Luke Gillies, MEM, P.Eng
Section Manager, Utilities
Engineering, Parks & Environment



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: BYLAW AMENDMENT FOR ACUTE HEALTHCARE BUILDINGS AND PILOT STUDY

Date: January 26, 2022

RECOMMENDATION

PURSUANT to the report of the Chief Executive Officer, Lonsdale Energy Corp., dated January 26, 2022, entitled "Bylaw Amendment for Acute Healthcare Buildings and Pilot Study":

THAT "City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910" be brought forward for Council's consideration.

ATTACHMENTS

1. City of North Vancouver Consolidated Hydronic Energy Service Bylaw, 2004, No. 7575
2. "City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910"

BACKGROUND

In order to achieve project energy-related targets set by Vancouver Coastal Health (VCH) for the new Lions Gate Hospital (LGH) Acute Care Facility (ACF), also known as the new Paul Myers Tower located at 231 East 15th Street, VCH and the company engaged to design and build the ACF have requested the use of an active heat recovery system.

DISCUSSION

Since mid-2021 when the design-build company was selected to deliver the LGH ACF, Lonsdale Energy Corp. (LEC) has been in coordinated discussions with the design-build company and VCH regarding an active heat recovery system to be implemented in the ACF. The ACF is subject to City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575 (Attachment 1) which requires certain properties to use the Hydronic Energy Service for heating service and which would not permit on-site equipment installed for the sole purpose of generating heat for heating use, such as the active heat recovery system proposed for the ACF.

It is challenging to achieve high energy efficiency in acute healthcare facilities, in part due to regulatory codes that prescribe strict ventilation requirements. To satisfy the ACF's project targets for energy use, greenhouse gas emissions, and energy cost, VCH and the design-build company have proposed an active heat recovery system that recovers most of the waste heat from the building's exhaust air. Through detailed building energy modelling, the design-build company showed that the comparative scenario without the heat recovery system resulted in annual increases in energy use (49% increase), carbon emissions (363% increase) and energy cost (25% increase) for the proposed ACF.

LEC recommends consideration of a bylaw amendment to permit acute healthcare facilities containing hospital spaces, designed in accordance with the latest published version of the CSA standard for ventilation in healthcare facilities, to use active heat recovery systems to recover waste heat from exhaust air.

In order to validate performance of an active heat recovery system for acute healthcare facilities such as the one proposed for the LGH ACF, LEC recommends consideration of a bylaw amendment to authorize the Service Provider of the Hydronic Energy Service [LEC] to conduct a study in order to generate, exchange and analyze information regarding the performance and lifecycle costs of an active heat recovery system.

FINANCIAL IMPLICATIONS

Based on the energy model report, the ACF project would save 20% in energy cost on an annual basis given the proposed active heat recovery system which would benefit VCH and the community served by VCH. There will be no direct financial implications to LEC.

RESPECTFULLY SUBMITTED BY:


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



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

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

CONSOLIDATED FOR CONVENIENCE – NOVEMBER 15, 2021

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
Amendment Bylaw, 2021, No. 8878	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.
 10. 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.

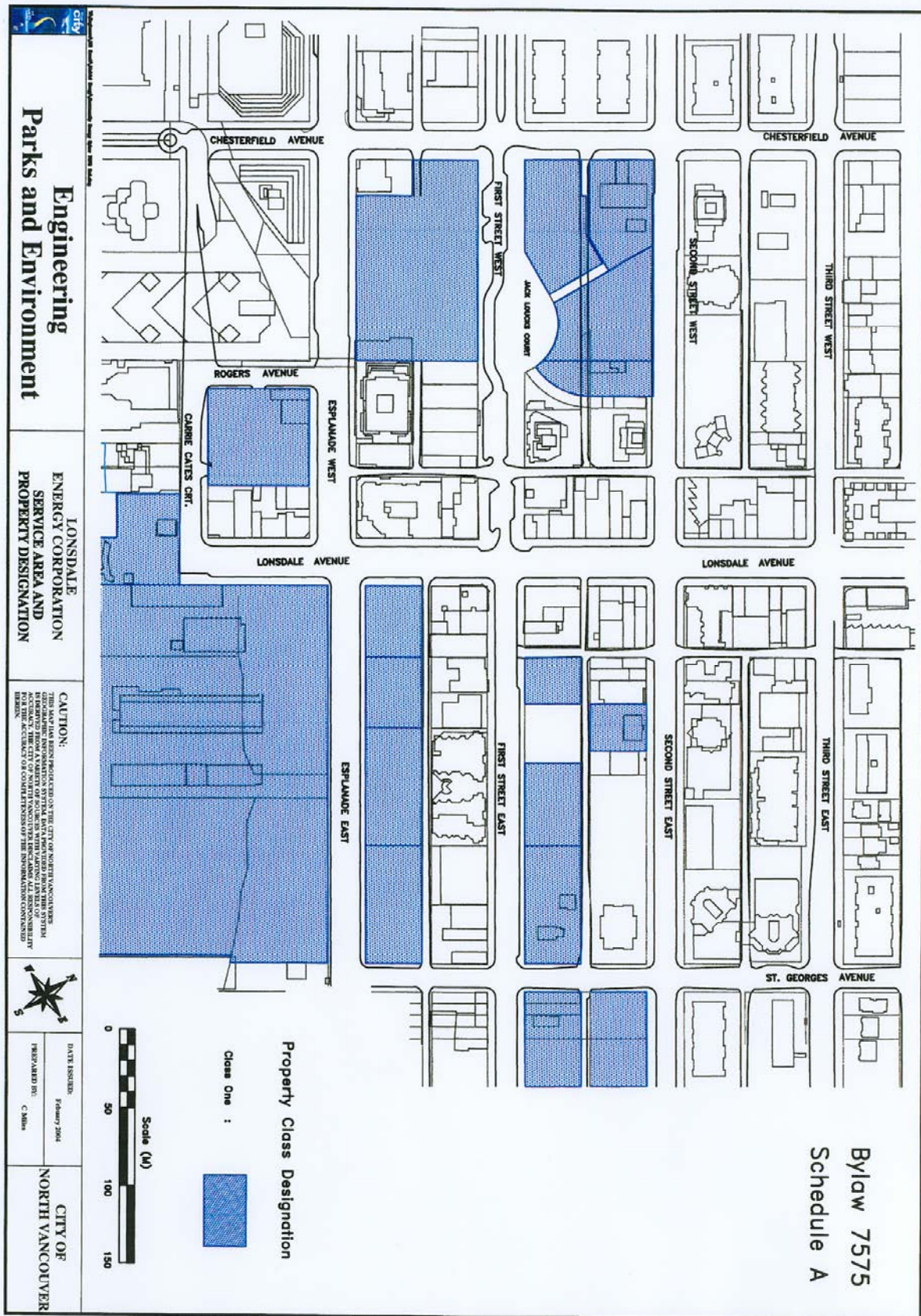
RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 1st day of March, 2004.

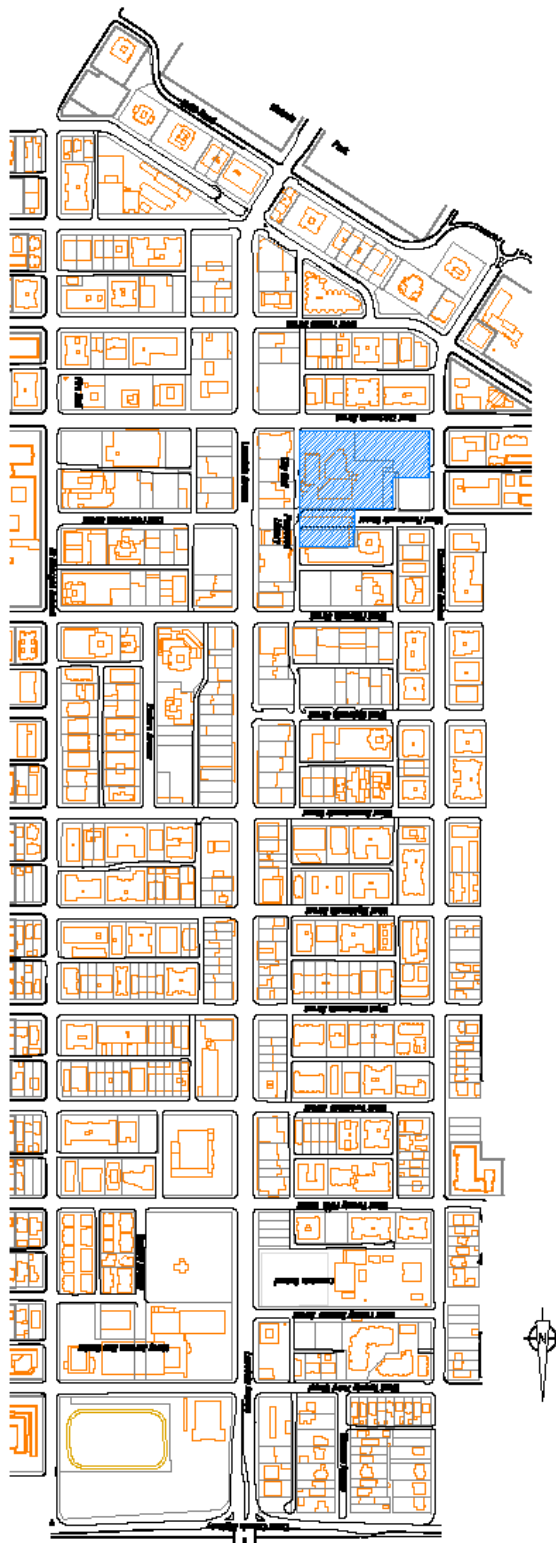
"Barbara A. Sharp"

MAYOR

"Bruce A. Hawkshaw"

CITY CLERK





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

INDEX

Section Description	Page No.
Definitions	8
SERVICE AREAS	10
1. Application Requirements	11
2. Agreement to Provide Service.....	11
3. Conditions on Use of Service	12
4. Rate Classification	12
5. Application and Service Connection Installation Fees and Charges.....	13
6. Security For Payment of Bills	14
7. Term of Service Agreement	15
8. Termination of Service Agreement.....	15
9. Service Connections	16
10. Heat Exchangers, Meter Sets & Metering.....	18
11. Hydronic Energy System Extensions.....	19
12. Interruption Of Service.....	20
14. Billing	21
15. Back-Billing	23
16. Equal Payment Plan	24
17. Late Payment Charge.....	25
18. Returned Cheque Charge	26
19. Discontinuance of Service and Refusal of Service.....	26
20. Limitations on Liability	28
21. Miscellaneous Provisions	29
RATE SCHEDULE – RESIDENTIAL SERVICE	31
RATE SCHEDULE – COMMERCIAL SERVICE.....	31

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 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. 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 8878, November 15, 2021]*

Service Connection Fee

\$85.23 per kilowatt

[Bylaw 8878, November 15, 2021]

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

\$32.48 per month

[Bylaw 8878, November 15, 2021]

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

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.

[Bylaw 8878, November 15, 2021]

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8910

A Bylaw to amend “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 **“Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2022, No. 8910” (Acute Healthcare Buildings and Pilot Study)**.
2. “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575” is amended as follows:
 - A. Section 5(b) is deleted and replaced, as follows:

“(b) subject to section 5.1, 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”
 - B. Section 5.1 is added after section 5, as follows:

“5.1. Notwithstanding section 5(b), on Class 2 properties, acute healthcare buildings containing hospital spaces are not required to use the Heating Service, provided that:

 - (a) the buildings are required to apply for, and be connected to, the Heating Service, may 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;
 - (b) the buildings are designed to meet or exceed the latest published CSA Z317.2 standard (Special Requirements for Heating, Ventilation, and Air-Conditioning (HVAC) Systems in Health Care Facilities); and
 - (c) the buildings are designed to use active heat recovery, recovering most of the waste heat from exhaust air.”

C. Section 5.2 is added after section 5.1, as follows:

“5.2. The City authorizes its officers and employees and the officers and employees of the Service Provider to conduct a study evaluating the performance and lifecycle costs of an active heat recovery system used pursuant to section 5.1, and to generate, collect, exchange and analyze information in support of such study.”

READ a first time on the <> day of <>, 2022.

READ a second time on the <> day of <>, 2022.



READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER



		
Department Manager	Director	CAO

The Corporation of **THE CITY OF NORTH VANCOUVER**
OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Heidi Granger, City Solicitor

Subject: INDEMNIFICATION AGAINST PROCEEDINGS BYLAW 2022, NO. 8845

Date: January 26, 2022 File No: 09-3900-02-0001/2022

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

RECOMMENDATION

PURSUANT to the report of the City Solicitor, dated January 26, 2022, entitled "Indemnification Against Proceedings Bylaw 2022, No. 8845":

THAT "Indemnification Against Proceedings Bylaw 2000, No. 7239", be repealed;

AND THAT "Indemnification Against Proceedings Bylaw 2022, No. 8845" be considered.

ATTACHMENTS

1. Indemnification Against Proceedings Bylaw 2000, No. 7239 (CityDocs #[1296230](#))
2. *Local Government Act*, Division 2, Sections 738 – 744 (CityDocs #[2140664](#))
3. Indemnification Against Proceedings Bylaw 2022, No. 8845 (CityDocs #[2060066](#))

SUMMARY

The purpose of this report is to introduce a new Indemnification Against Proceedings Bylaw 2022, No. 8845, to replace the existing Indemnification Against Proceedings Bylaw 2000, No. 7239. This repeal and replacement is recommended to bring the bylaw in line with the current provisions of the *Local Government Act* so that it is clearer with respect to who is indemnified and what costs the indemnification covers.

BACKGROUND

In 1975, to reflect changes made to the former *Municipal Act*, City Council adopted the "Staff Indemnification Bylaw, 1975, No. 4866", as amended in 1976 by the "Staff Indemnification Bylaw, 1976, No. 4883". Those bylaws provided indemnification by the City for costs related to claims brought against officers and employees while acting in the course of their duties.

In 2000, City Council repealed "Staff Indemnification Bylaw, 1975, No. 4866" and "Staff Indemnification Bylaw, 1976, No. 4883" and adopted the "Indemnification Against Proceedings Bylaw, 2000, No. 7239" (Attachment #1) to also provide for the protection, defense or indemnification of municipal public officers, including members of Council and employees.

This bylaw was also adopted pursuant to the former *Municipal Act*, and that act was repealed and replaced with the first iteration of the *Local Government Act* in 2000. When the *Community Charter* came into force in 2004, the *Local Government Act* was significantly amended and then further substantially refined and re-numbered in 2015. The indemnification against proceedings sections of the *Local Government Act* were also updated in 2015 and are now as shown in Attachment #2.

While the current bylaw was amended in 2010 and 2015 to make minor changes, it was not updated to reference the applicable sections of the *Local Government Act* and the references to the old, repealed legislation make it unclear as to who is indemnified by the bylaw and what costs or amounts the indemnification covers.

Under the *Local Government Act*, Council may provide, by bylaw, the indemnification of persons that fall under the definition of Municipal Officials. The indemnification means that the City will pay amounts required or incurred:

1. To defend an action or prosecution brought against Municipal Officials in connection with the exercise or intended exercise of their powers or the performance or intended performance of their duties or functions;
2. To satisfy a judgment, award or penalty imposed in an action or prosecution referred to in the above paragraph, or
3. In relation to an inquiry under the *Public Inquiry Act*, or to another proceeding, that involves the administration of the municipality or regional district or the conduct of municipal or regional district business.

The *Local Government Act* then lists the persons to whom the indemnification can apply, which includes current and former members of Council (including the Mayor), current and former officers and employees of the City, and various people who do work or volunteer on behalf of or for the City and its library, commissions and committees. Council may also provide indemnification of a Municipal Officials by resolution for amounts incurred in other circumstances if it is not covered specifically by the bylaw.

In order to ensure that the bylaw aligns with the current legislation and provides the intended indemnification, the City Solicitor recommends the repeal of the existing Indemnification Against Proceedings Bylaw 2000, No. 7239 and replacement with the Indemnification Against Proceedings Bylaw 2022, No. 8845. The new bylaw (Attachment #3) is better aligned with the legislative provisions and in keeping with best practices after reviewing indemnification bylaws from various municipalities and local government entities.

DISCUSSION

While some of the changes to the bylaw are in the nature of housekeeping to reference the correct legislative authority, there are some key changes to highlight for Council:

1. New definition for "Indemnification" to align with the language used in the *Local Government Act* and clarify what costs are covered by the indemnity. This was not defined in the previous bylaw, although that bylaw did similarly indemnify municipal public officers against any claim, action, prosecution, complaint or other proceeding of any nature brought against such municipal public officer as a result of or relating to their performance of duties.
2. New definition of "Municipal Official" to align with Section 740 of the *Local Government Act* and specifically identify who is covered by the indemnification, without the need to identify who is not covered.
3. Revision of requirements for Municipal Officials seeking indemnification against proceedings.
4. Additional clarity on when the City will not be providing indemnification.

FINANCIAL IMPLICATIONS

As with the previous bylaw, it is difficult to predict the financial implications of this bylaw as actions commenced against municipal officials are rare. However, the provisions of the proposed bylaw to replace the existing bylaw will not materially expand the indemnification previously provided. The City is in the process of seeking a directors and officers insurance policy to align better with the new bylaw. Its current commercial general liability insurance policy is combined with an administrative errors and omissions component which has limited coverage.

INTER-DEPARTMENTAL IMPLICATIONS

This report was prepared in consultation with the Chief Financial Officer and the Manager of Human Resources.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

None.

RESPECTFULLY SUBMITTED:

A handwritten signature in black ink that reads "Heidi Granger." The signature is written in a cursive, flowing style.

Heidi Granger
City Solicitor



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

**“Indemnification Against Proceedings Bylaw,
2000, No. 7239”**

CONSOLIDATED FOR CONVENIENCE – JULY 13, 2015

Amending Bylaw #	Adoption Date	Subject
8068	March 8, 2010	Section 3
8427	July 13, 2015	Section 3, 7 and 10

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 7239

A Bylaw to provide for protection, defence or indemnification of a Municipal Public Officer

WHEREAS Section 287.2 of the *Local Government Act*, R.S.B.C. 1996 c. 323, as amended, provides that Council may, by bylaw, provide indemnification of municipal officials in accordance with the bylaw;

AND WHEREAS adoption of such a bylaw is deemed advisable;

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 **“Indemnification Against Proceedings Bylaw, 2000, No. 7239”**.
2. In this Bylaw unless the context otherwise requires:

“Municipal Public Officer” means and shall include present and former municipal public officers of the City including persons set out in Section 287(1)(a), (d), (g), (h), (l), (o) and (p) of the “Municipal Act” R.S.B.C. 1996 c. 323, as amended but does not include independent contractors engaged by the City from time to time or professionals including but not limited to lawyers, accountants, architects, planners, engineers and others who advise the City from time to time on a fee for service basis; or a member of the Royal Canadian Mounted Police.”
3. The City will indemnify any Municipal Public Officer against any claim, action, prosecution, complaint, or other proceeding of any nature brought against such Municipal Public Officer as a result of or relating to the performance or intended performance of such Municipal Public Officer’s duties, whether arising during or after their term of office or employment with or service to the City and Lonsdale Energy Corporation, including without limitation any damages, awards, fines, penalties, legal costs and reasonable out-of-pocket costs that may be incurred by the Municipal Public Officer, but excluding any fine imposed as a result of a Municipal Public Officer’s conviction for an offence that is not a strict or absolute liability offence.” [Bylaw 8427, July 13, 2015]
4. The City will not seek indemnity against any Municipal Public Officer where any action of that Municipal Public Officer results in a claim for damages against the City by a third party unless the claim arises out of the gross negligence of the Municipal Public Officer or, in relation to the action that gave rise to the claim against the Municipal Public Officer, the Municipal Public Officer willfully acted contrary to the terms of their employment or an order of a superior.

5.
 - (a) Where indemnity under this Bylaw is or may be claimed by any Municipal Public Officer, such Municipal Public Officer shall immediately, upon receipt thereof, forward to the City every Statement of Claim, Writ, letter, document, or advice relating to an actual or potential claim against such Municipal Public Officer in respect of which indemnity is or may be claimed under this Bylaw.
 - (b) Where indemnity under this Bylaw is or may be claimed by a Municipal Public Officer, such Municipal Public Officer shall not:
 - (i) voluntarily assume any liability or settle any claim except at the Municipal Public Officer's own cost and no indemnification will be paid in relation thereto; or
 - (ii) interfere with the City in any negotiation settlement or in any legal proceedings with respect to such claim;and that whenever requested by the City such Municipal Public Officer shall:
 - (iii) aid in securing of information and evidence and the attendance of witnesses and shall, where required by the City, give evidence or statements in writing or orally; and
 - (iv) co-operate with the City in the defence of any action or proceedings or in the prosecution of any appeal taken by the City on behalf of the Municipal Public Officer.
6. Compliance by any Municipal Public Officer with the provisions of Section 5 of this Bylaw constitutes a condition precedent to the City's ability to indemnify such Municipal Public Officer as provided in this Bylaw.
7. Where indemnity under this Bylaw has been claimed by a Municipal Public Officer the City will keep the Municipal Public Officer apprised of the status of any negotiation settlement or legal proceedings with respect to the action against the Municipal Public Officer. *[Bylaw 8427, July 13, 2015]*
8. The provisions of this Bylaw shall not apply to:
 - (a) the defence of a Municipal Public Officer arising from a criminal proceeding; or
 - (b) a matter or action where damages are claimed by the City against a Municipal Public Officer.
9. "Staff Indemnification Bylaw, 1975, No. 4866" and "Staff Indemnification Bylaw, 1975, No. 4866, Amendment Bylaw, 1976, No. 4883" are hereby repealed.

10. If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect. *[Bylaw 8427, July 13, 2015]*

READ a first time by the Council on the 3rd day of April, 2000.

READ a second time by the Council on the 3rd day of April, 2000.

READ a third time and passed by the Council on the 3rd day of April, 2000.

RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 10th day of April, 2000.

"Barbara A. Sharp"

MAYOR

"Bruce A. Hawkshaw"

CITY CLERK

LOCAL GOVERNMENT ACT

[RSBC 2015] CHAPTER 1

Part 18 — Legal Proceedings in Relation to Local Governments and Other Authorities

Division 2 — Immunities and Indemnities

Immunity for individual local public officers

738 (1) In this section, "local public officer" means any of the following:

- (a) a member of a council;
- (b) a director of a regional board;
- (c) a trustee of an improvement district;
- (d) a commissioner for a local community commission under Division 9 [*Local Community Commissions*] of Part 6 [*Regional Districts: Governance and Procedures*];
- (e) a member of a commission established under section 263 (1) (g) [*regional district commissions*] of this Act or section 143 [*municipal commissions*] of the *Community Charter*;
- (f) a member of a library board under the *Library Act*;
- (g) a member of any greater board or of any board that provides similar services and is incorporated by letters patent;
- (h) a member of an advisory planning commission under section 461;
- (i) a member of a board of variance under Division 15 [*Board of Variance*] of Part 14 [*Planning and Land Use Management*];
- (j) a member of the Okanagan-Kootenay Sterile Insect Release Board or an officer or employee of that board;
- (k) a member of the Okanagan Basin Water Board;
- (l) a trustee of a body of the Islands Trust under the *Islands Trust Act*;
- (m) an officer or employee of a municipality, regional district, improvement district, library board under the *Library Act*, a greater board referred to in paragraph (g), the trust council

under the *Islands Trust Act* or the Okanagan Basin Water Board;

(n)an election official or a regional voting officer under section 179 [*assent voting conducted by more than one local government*];

(o)a volunteer firefighter or a special constable;

(p)a volunteer who participates in the delivery of services by a municipality, regional district or a body referred to in paragraphs (c) to (l) under the supervision of an officer or employee of the municipality, regional district or any of those bodies;

(q)a member of a board of trustees established or appointed by a municipality under section 37 [*local government operations*] of the *Cremation, Interment and Funeral Services Act*;

(r)a member of a municipal committee, of a regional district board committee or of an improvement district committee under section 689 [*appointment of select and standing committees*] who is not also a member of the municipal council, regional district board or improvement district board, as applicable.

(2)No action for damages lies or may be instituted against a local public officer or former local public officer

(a)for anything said or done or omitted to be said or done by that person in the performance or intended performance of the person's duty or the exercise of the person's power, or

(b)for any alleged neglect or default in the performance or intended performance of that person's duty or the exercise of that person's power.

(3)Subsection (2) does not provide a defence if

(a)the local public officer has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or wilful misconduct, or

(b)the cause of action is libel or slander.

(4) Subsection (2) does not absolve any of the corporations or bodies referred to in subsection (1) (a) to (l) from vicarious liability arising out of a tort committed by any of the individuals referred to in subsection (1) for which the corporation or body would have been liable had this section not been in force.

Warning as defence for local government financial officer

739 It is a good defence to any action brought against a municipal or regional district financial officer for unlawful expenditure of local government funds if it is proved that the individual gave a written and signed warning to the council or board that, in his or her opinion, the expenditure would be unlawful.

Indemnification against proceedings for local government officials

740 (1) In this section:

"indemnification" means the payment of amounts required or incurred

- (a) to defend an action or prosecution brought against a person in connection with the exercise or intended exercise of the person's powers or the performance or intended performance of the person's duties or functions,
- (b) to satisfy a judgment, award or penalty imposed in an action or prosecution referred to in paragraph (a), or
- (c) in relation to an inquiry under the *Public Inquiry Act*, or to another proceeding, that involves the administration of the municipality or regional district or the conduct of municipal or regional district business;

"municipal official" means

- (a) a current or former council member,
- (b) a current or former municipal officer or employee, or
- (c) a person who is or was a person referred to in section 738 (1) [*immunity for individual municipal local public officers*], but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of a municipality;

"regional district official" means

- (a) a current or former member of a regional district board,
- (b) a current or former officer or employee of a regional district, or
- (c) a person who is or was a person referred to in section 738 (1), but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of the regional district.

(2) Indemnification for municipal officials and regional district officials may be provided as follows:

- (a) a council may do the following:
 - (i) by bylaw, provide for the indemnification of municipal officials in accordance with the bylaw;
 - (ii) by resolution in a specific case, indemnify a municipal official;
- (b) a board may do the following:
 - (i) by bylaw, provide for the indemnification of regional district officials in accordance with the bylaw;
 - (ii) by resolution in a specific case, indemnify a regional district official.

(3) As a limit on indemnification under subsection (2), a council or board must not pay a fine that is imposed as a result of a municipal official or regional district official, as applicable, being convicted of an offence that is not a strict or absolute liability offence.

(4) Sections 100 [*disclosure of conflict*] and 101 [*restrictions on participation if in conflict*] of the *Community Charter* do not apply to a council member or board member who could be, or would be, indemnified under a bylaw or resolution under subsection (2) of this section.

(5) Subject to subsection (6), a council may not seek indemnity against a municipal official, and a board may not seek indemnity against a regional district official, in respect of any conduct of the person that results in a claim for damages against the municipality or regional district, as applicable.

(6) The restriction under subsection (5) does not apply if the court makes a finding in the action that the person has been guilty of dishonesty, gross negligence or malicious or wilful misconduct.

Indemnification against proceedings for other local public officers

741 (1) Subject to subsection (2), section 740 applies to the following in relation to any person referred to in section 738 (1) *[immunity for individual local public officers]*:

- (a) a greater board;
- (b) the Okanagan-Kootenay Sterile Insect Release Board;
- (c) the trust council under the *Islands Trust Act*;
- (d) a library board under the *Library Act*.

(2) Subsection (1) applies only in relation to the exercise of powers or the performance of duties or functions for or on behalf of the applicable corporation.

Immunity in relation to building bylaw enforcement

742 A municipality or a member of its council, a regional district or a member of its board, or an officer or employee of a municipality or regional district, is not liable for any damages or other loss, including economic loss, sustained by any person, or to the property of any person, as a result of neglect or failure, for any reason, to enforce, by the institution of a civil proceeding or a prosecution,

- (a) the Provincial building regulations,
- (b) a bylaw under Division 1 *[Building Regulation]* of Part 9 *[Regional Districts: Specific Service Powers]*,
- (c) a bylaw under section 8 (3) (l) *[fundamental powers — buildings and other structures]* of the *Community Charter*, or
- (d) a bylaw under Division 8 *[Building Regulation]* of Part 3 of the *Community Charter*.

Immunity in relation to approval of certified building plans

743 (1) If a municipality or regional district issues a building permit for a development that does not comply with the Provincial building regulations or another applicable enactment respecting safety, the municipality or regional district must not be held liable, directly or vicariously, for any damage, loss or expense caused or contributed to by an error, omission or other neglect in relation to its approval of the plans submitted with the application for the building permit if

- (a) a person representing himself or herself as a professional engineer or architect registered as such under Provincial legislation certified, as or on behalf of the applicant for the

permit, that the plans or the aspects of the plans to which the non-compliance relates complied with the then current Provincial building regulations or other applicable enactment to which the non-compliance relates, and

(b) the municipality or regional district, in issuing the building permit, indicated in writing to the applicant for the permit that it relied on the certification referred to in paragraph (a).

(2) Subsection (1) does not apply if the municipality or regional district knew that the person making the certification referred to in that subsection was not, at the time of certification, registered as a professional engineer or architect under Provincial legislation.

(3) If a municipality or regional district makes an indication in accordance with subsection (1) (b), it must reduce the fee for the building permit to reflect the costs of the work that would otherwise be done by a building inspector to determine whether the plans or the aspects of the plans that were certified to comply do in fact comply with the Provincial building regulations and other applicable enactments respecting safety.

Immunity in relation to certain nuisance actions

744 A municipality, municipal council, regional district, regional district board, improvement district or greater board is not liable in any action based on nuisance or on the rule in the *Rylands v. Fletcher* case if the damages arise, directly or indirectly, out of the breakdown or malfunction of

(a) a sewer system,

(b) a water or drainage facility or system, or

(c) a dike or a road.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8845

A Bylaw to provide for protection, defence or indemnification of a Municipal Official

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 “**Indemnification Against Proceedings Bylaw, 2022, No. 8845**”.
2. In this Bylaw unless the context otherwise requires:

“City” means The Corporation of the City of North Vancouver.

“Indemnification” means the payment of amounts required or incurred:

- (a) to defend an action or prosecution brought against a person in connection with the exercise or intended exercise of the person’s powers or the performance or intended performance of the person’s duties or functions;
- (b) to satisfy a judgment, award or penalty imposed in an action or prosecution referred to in paragraph (a); or
- (c) in relation to an inquiry under the *Public Inquiry Act*, S.B.C. 2007, c. 9, as amended, or to another Proceeding, that involves the administration of the City or the conduct of the City’s business,

including, without limitation any damages, awards, fines, penalties, Reasonable Legal Costs and reasonable out-of-pocket costs, but excluding any fine imposed as a result of a Municipal Official’s conviction for an offence that is not a strict or absolute liability offence.

“Municipal Official” means:

- (a) a current or former council member;
- (b) a current or former municipal officer or employee; and
- (c) any person who is or was a person referred to in Section 738(1) (e), (f), (h), (i), (m), (n), (o), (p), (q) and (r) of the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended,

but only in relation to the exercise of powers or performance of duties or functions for or on behalf of the City.

“Proceeding” means a proceeding as defined in the *Supreme Court Civil Rules*, B.C. Reg. 168/2009, as amended, and includes a claim, hearing, application, investigation, or review before or by a court, tribunal or other investigating or regulatory agency or body.

“Reasonable Legal Costs” means the reasonable costs, including disbursements, incurred by a Municipal Official or by the City in seeking, retaining and engaging legal counsel in respect of a matter for which Indemnification is provided under this Bylaw, as determined by the City Solicitor.

3. Subject to the provisions of this Bylaw, the City will provide Indemnification for any Municipal Official against any claim, action, prosecution, inquiry, complaint, or other Proceeding of any nature brought against such Municipal Official as a result of or relating to the performance or intended performance of such Municipal Official's duties, whether arising during or after their term of office or employment with or service to the City, or secondment to Lonsdale Energy Corporation, including without limitation any damages, awards, fines, penalties, Reasonable Legal Costs and reasonable out-of-pocket costs that may be incurred by the Municipal Official.
4. The City will not seek indemnity against any Municipal Official where any action of that Municipal Official results in a claim for damages against the City, unless a court makes a finding in the action that the Municipal Official has been guilty of dishonesty, gross negligence or malicious or wilful misconduct.
5.
 - (a) Where Indemnification under this Bylaw is or may be claimed by any Municipal Official, such Municipal Official shall immediately, upon receipt thereof, forward to the City every Statement of Claim, letter, document, or advice relating to an actual or potential claim against such Municipal Official in respect of which Indemnification is or may be claimed under this Bylaw.
 - (b) Where Indemnification under this Bylaw is or may be claimed by a Municipal Official, such Municipal Official shall not:
 - (i) voluntarily assume any liability or settle any claim except at the Municipal Official's own cost and no indemnification will be paid in relation thereto; or
 - (ii) interfere with the City in any negotiation settlement or in any legal process with respect to such claim;and that whenever requested by the City such Municipal Official shall:
 - (iii) aid in securing of information and evidence and the attendance of witnesses and shall, where required by the City, give evidence or statements in writing or orally; and
 - (iv) co-operate with the City in the defence of any action or Proceeding or in the prosecution of any appeal taken by the City on behalf of the Municipal Official.
 - (c) Where Indemnification under this Bylaw is or may be claimed by a Municipal Official, such Municipal Official shall consent, in writing or otherwise, that the City shall have complete discretion to defend, manage, settle, compromise or otherwise resolve the action, prosecution or Proceeding, including by:
 - (i) appointment and instruction of legal counsel;
 - (ii) assumption of the defence or management of any action, prosecution or Proceeding;

- (iii) conduct of all necessary investigations and reviews;
 - (iv) compromise or settlement of any action, prosecution or Proceeding; and
 - (v) payment or satisfaction of any judgment, award or penalty imposed in connection with the action, prosecution or Proceeding.
- 6. Compliance by any Municipal Official with the provisions of Section 5 of this Bylaw is a condition precedent to the City's obligation to provide Indemnification for such Municipal Official as provided in this Bylaw.
- 7. Where Indemnification under this Bylaw has been claimed by a Municipal Official the City will keep the Municipal Official apprised of the status of any negotiation settlement or legal process with respect to the action against the Municipal Official.
- 8. The provisions of this Bylaw shall not apply to:
 - (a) any fine imposed as a result of a Municipal Official's conviction for an offence that is not a strict or absolute liability offence;
 - (b) the defence of a Municipal Official arising from a criminal proceeding;
 - (c) a matter, action or Proceeding where damages are claimed by the City against a Municipal Official;
 - (d) a matter, action or Proceeding where damages are claimed by a Municipal Official against the City;
 - (e) the provision or receipt of employment law or labour relations advice; or
 - (f) a motion of censure by City Council.
- 9. Where a court, tribunal or other investigating or regulatory agency or body, makes a finding in an action, prosecution or Proceeding that a Municipal Official who has been indemnified, or is seeking Indemnification under this Bylaw, has:
 - (a) been guilty of dishonesty, gross negligence, malicious or wilful misconduct;
 - (b) wilfully acted contrary to the terms of their employment;
 - (c) wilfully acted contrary to the lawful direction or order given by a person in authority over that Municipal Official;
 - (d) not acted in the honest performance of their duties;
 - (e) libeled or slandered a person or persons;
 - (f) not met the duty to respect confidentiality under section 117 of the *Community Charter*, S.B.C. 2003 c. 26, or any applicable enactment;
 - (g) has been disqualified from holding office; or

(h) been guilty of an offence that is not a strict or absolute liability offence,

then the City's obligation to provide Indemnification under Section 3 of this Bylaw shall cease and the Municipal Official shall reimburse the City for all amounts expended by the City in the conduct of his, her or their representation or defence, and the City shall not be obligated to pay any judgement, award or penalty imposed in such action, prosecution or Proceeding.

10. "Indemnification Against Proceedings Bylaw, 2000, No. 7239" and all amendments thereto are hereby repealed.

11. If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

READ a first time on the <> day of <>, 2022.

READ a second time on the <> day of <>, 2022.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER