

**AGENDA** FOR THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON **MONDAY, MAY 2, 2022** AT **6:00 PM** 

"Live" Broadcast via City Website <a href="www.cnv.org/LiveStreaming">www.cnv.org/LiveStreaming</a> Complete Agenda Package available at <a href="www.cnv.org/CouncilMeetings">www.cnv.org/CouncilMeetings</a>

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, May 2, 2022

## **ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, April 25, 2022

### **PROCLAMATIONS**

Neighbourhood House Week – May 1 to 7, 2022 Mental Health Week – May 2 to 8, 2022

#### PUBLIC INPUT PERIOD

#### **CONSENT AGENDA**

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

#### **BYLAWS – ADOPTION**

- \*3. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8748" (Satendra Mann / M1F1 Modern Home Developments Ltd., 905 Ridgeway Avenue, CD-723)
- \*4. "Tax Rates Bylaw, 2022, No. 8919"

#### **REPORTS**

- \*5. Appointment of North Shore Designate to E-Comm Board 2022-2023 Term and Proxyholder for E-Comm Board Annual General Meeting
- 6. 2021 Audited Consolidated Financial Statements
- 7. 2021 Bylaw Services Overview
- 8. CleanBC Better Homes Municipal Rebate Contribution

Document Number: 2170482 V1

# **REPORTS** – Continued

9. Termination of Land Use Contract and Rezoning Application: 818-858 West 15<sup>th</sup> Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745)

# **BYLAW - FIRST, SECOND AND THIRD READINGS**

10. "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street)

# **REPORT**

11. Rezoning Application: 119-125 East 2<sup>nd</sup> Street (East Second Lonsdale Project Ltd. / RH Architects, CD-753)

# **PUBLIC CLARIFICATION PERIOD**

**COUNCIL INQUIRIES / REPORTS** 

**NEW ITEMS OF BUSINESS** 

**NOTICES OF MOTION** 

<u>ADJOURN</u>

#### **CALL TO ORDER**

# **APPROVAL OF AGENDA**

1. Regular Council Meeting Agenda, May 2, 2022

# **ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, April 25, 2022

### **PROCLAMATIONS**

Neighbourhood House Week – May 1 to 7, 2022 Mental Health Week – May 2 to 8, 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.

Speakers during the Public Input Period are permitted to join the meeting electronically via Webex or in person in the Council Chamber.

There are 2 ways to sign up to speak during the Public Input Period.

- 1) Speakers who choose to participate electronically must pre-register by 12:00 noon on the day of the Council meeting by completing the online form at cnv.org/PublicInputPeriod, or by phoning 604-990-4230 to provide contact information. Pre-registrants will receive instructions via email or phone on the afternoon of the Council meeting, including a request to connect to the meeting 15-30 minutes before the meeting start time.
- 2) Speakers who choose to participate in person must sign the speaker list located outside the Council Chamber between 5:30 and 5:55 pm on the day of the Council meeting.

If a speaker has written material to accompany their comments, the material must be sent to the Corporate Officer at clerks@cnv.org no later than 12:00 noon on the day of the Council Meeting.

The Public Input Period offers an opportunity to express comments only; Council is there to listen only and questions will not be responded to. 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 listed in section 12.25(2).

Speakers are not to address matters that refer to items from a concluded Public Hearing or Public Meeting. When a Public Hearing or Public Meeting is scheduled on the same evening's agenda, speakers are asked to only provide input when that matter comes forward for discussion on the agenda in order for the comments to be considered as part of the particular Public Hearing or Public Meeting. Otherwise the input cannot be considered or form part of the official record.

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

#### **CONSENT AGENDA**

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

#### RECOMMENDATION:

THAT the recommendations listed within the "Consent Agenda" be approved.

### START OF CONSENT AGENDA

#### **BYLAWS – ADOPTION**

\*3. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8748" (Satendra Mann / M1F1 Modern Home Developments Ltd., 905 Ridgeway Avenue, CD-723)

#### RECOMMENDATION:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8748" (Satendra Mann / M1F1 Modern Home Developments Ltd., 905 Ridgeway Avenue, CD-723) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

\*4. "Tax Rates Bylaw, 2022, No. 8919"

#### RECOMMENDATION:

THAT "Tax Rates Bylaw, 2022, No. 8919" be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

#### **REPORT**

\*5. Appointment of North Shore Designate to E-Comm Board – 2022-2023 Term and Proxyholder for E-Comm Board Annual General Meeting – File: 01-0230-20-0016/2022

Report: Corporate Officer, April 20, 2022

#### RECOMMENDATION:

PURSUANT to the report of the Corporate Officer, dated April 20, 2022, entitled "Appointment of North Shore Designate to E-Comm Board – 2022-2023 Term and Proxyholder for E-Comm Board Annual General Meeting":

THAT Richard Walton be nominated to serve as the North Shore designate to the E-Comm Board of Directors for the 2022-2023 term, such Board to be elected by the E-Comm Board of Directors;

AND THAT Richard Walton be designated as proxyholder for the purpose of voting on behalf of City of North Vancouver Council at the E-Comm Annual General Meeting.

#### **END OF CONSENT AGENDA**

# **REPORTS**

6. 2021 Audited Consolidated Financial Statements – File: 05-1680-04-0001/2021

Report: Chief Financial Officer, April 20, 2022

#### **RECOMMENDATION:**

PURSUANT to the report of the Chief Financial Officer, dated April 20, 2022, entitled "2021 Audited Consolidated Financial Statements":

THAT, in accordance with Section 167 of the *Community Charter*, Council accept the City of North Vancouver Consolidated Financial Statements for the year ended December 31, 2021.

7. 2021 Bylaw Services Overview – File: 01-0550-30-0001/2022

Report: Manager, Bylaw Services, April 27, 2022

#### RECOMMENDATION:

PURSUANT to the report of the Manager, Bylaw Services, dated April 27, 2022, entitled "2021 Bylaw Services Overview":

THAT the report of the Manager, Bylaw Services, dated April 27, 2022, entitled "2021 Bylaw Services Overview", be received for information.

8. CleanBC Better Homes Municipal Rebate Contribution – File: 11-5280-14-0001/2022

Report: Planner 2, Environmental Sustainability, April 27, 2022

#### **RECOMMENDATION:**

PURSUANT to the report of the Planner 2, Environmental Sustainability, dated April 27, 2022, entitled "CleanBC Better Homes Municipal Rebate Contribution":

THAT the City renew its commitment for another term to continue providing municipal top-up rebates through the CleanBC Better Homes Rebate program;

AND THAT the Mayor and Corporate Officer be authorized to sign the Municipal Contribution Agreement with the Province of BC and BC Hydro.

#### **REPORTS** – Continued

 Termination of Land Use Contract and Rezoning Application: 818-858 West 15<sup>th</sup> Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745)

- File: 08-3400-20-0046/1

Report: Planner 2, April 20, 2022

#### RECOMMENDATION:

PURSUANT to the report of the Planner 2, dated April 20, 2022, entitled "Termination of Land Use Contract and Rezoning Application: 818-858 West 15<sup>th</sup> Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745)":

THAT "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street) be considered:

THAT the application submitted by Polygon Development 237 Ltd. / Shift Architecture, to rezone the property at 818-858 West 15<sup>th</sup> Street from Service Commercial (CS-1) Zone to Comprehensive Development (CD-745) Zone, 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;

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

Item 10 refers.

# BYLAW - FIRST, SECOND AND THIRD READINGS

10. "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street)

## **RECOMMENDATION:**

THAT "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street) be given first, second and third readings.

#### **REPORT**

11. Rezoning Application: 119-125 East 2<sup>nd</sup> Street (East Second Lonsdale Project Ltd. / RH Architects, CD-753) – File: 08-3400-20-0052/1

Report: Planner 2, April 27, 2022

#### RECOMMENDATION:

PURSUANT to the report of the Planner 2, dated April 27, 2022, entitled "Rezoning Application: 119-125 East 2<sup>nd</sup> Street (East Second Lonsdale Project Ltd. / RH Architects, CD-753)":

THAT the application submitted by East Second Lonsdale Project Ltd. / RH Architects, to rezone the property at 119-125 East 2<sup>nd</sup> Street from Lower Lonsdale Mixed Use 4 (LL-4) Zone to Comprehensive Development (CD-753) Zone, 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 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 Corporate Officer be authorized to sign any other necessary documentation to give effect to this motion.

# **PUBLIC CLARIFICATION PERIOD**

The Public Clarification Period is limited to 10 minutes in total and is an opportunity for the public to ask a question regarding process or clarification on an item on the Regular Council Agenda. The Public Clarification Period concludes after 10 minutes and the Regular Council Meeting reconvenes.

#### **COUNCIL INQUIRIES / REPORTS**

**NEW ITEMS OF BUSINESS** 

**NOTICES OF MOTION** 

<u>ADJOURN</u>





MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, APRIL 25, 2022

# **PRESENT**

COUNCIL MEMBERS	STAFF MEMBERS
Mayor L. Buchanan	L. McCarthy, CAO
Councillor H. Back	K. Graham, Corporate Officer
Councillor D. Bell	C. Baird, Deputy Corporate Officer
Councillor T. Hu*	J. Peters, Assistant City Clerk
Councillor J. McIlroy	B. Pearce, Deputy CAO / Director, Strategic and
Councillor T. Valente	Corporate Services
	H. Granger, City Solicitor
*participated electronically	L. Sawrenko, Chief Financial Officer
	L. Garber, Deputy Director, Finance
_	M. Epp, Director, Planning and Development
<u>ABSENT</u>	A. Devlin, Manager, Transportation Planning
	M. Menzel, Planner
Councillor A. Girard	E. Chow, Planner
	K. Magnusson, Acting Director, Engineering, Parks and Environment
	J. Hall, Manager, Public Realm Infrastructure
	M. Bot, Project Manager, Public Realm Infrastructure G. Schalk, Public Safety Director and Fire Chief D. Owens, Deputy Fire Chief, Prevention & Public Safety
	P. Duffy, Manager, Bylaw Services

The meeting was called to order at 6:00 pm.

Mayor Buchanan presented accolades and thanks to organizers and staff regarding the success of the Rogers Hometown Hockey event in the City of North Vancouver over the weekend.

# **APPROVAL OF AGENDA**

Moved by Councillor Bell, seconded by Councillor McIlroy

1. Regular Council Meeting Agenda, April 25, 2022

**CARRIED UNANIMOUSLY** 

# **ADOPTION OF MINUTES**

Moved by Councillor McIlroy, seconded by Councillor Back

2. Regular Council Meeting Minutes, April 11, 2022

**CARRIED UNANIMOUSLY** 

Document Number: 2170910

#### **PROCLAMATIONS**

Mayor Buchanan declared the following proclamations:

Day of Mourning – April 28, 2022

Youth Week – May 1 to 7, 2022 – read by Councillor McIlroy

Child Care Month – May 2022 – read by Councillor Hu

MS Awareness Month – May 2022 – read by Councillor Valente

#### **PUBLIC INPUT PERIOD**

Nil.

# **CONSENT AGENDA**

Moved by Councillor Bell, seconded by Councillor Valente

THAT the recommendation listed within the "Consent Agenda" be approved.

# **CARRIED UNANIMOUSLY**

## START OF CONSENT AGENDA

#### **BYLAW – ADOPTION**

\*3. "Development Cost Charge (Transportation) Reserve Fund Bylaw, 2022, No. 8924" (2022 Capital Plan Funding)

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Development Cost Charge (Transportation) Reserve Fund Bylaw, 2022, No. 8924" (2022 Capital Plan Funding) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

#### **END OF CONSENT AGENDA**

#### PUBLIC HEARING – 364 East 14th Street

Moved by Councillor Valente, seconded by Councillor Bell

THAT the meeting recess to the Public Hearing regarding "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8904" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street, CD-750) and "Heritage Designation Bylaw, 2022, No. 8905" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street).

#### **CARRIED UNANIMOUSLY**

The meeting recessed to the Public Hearing at 6:07 pm and reconvened at 7:37 pm.

#### **BYLAWS – THIRD READING**

4. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8904" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street, CD-750)

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8904" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street, CD-750) be considered for discussion.

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8904" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street, CD-750) be given third reading.

# **DEFEATED UNANIMOUSLY**

Moved by Councillor McIlroy, seconded by Councillor Back

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8904" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street, CD-750) be abandoned.

## **CARRIED UNANIMOUSLY**

5. "Heritage Designation Bylaw, 2022, No. 8905" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street)

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Heritage Designation Bylaw, 2022, No. 8905" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street) be considered for discussion.

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Heritage Designation Bylaw, 2022, No. 8905" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street) be given third reading.

#### **DEFEATED UNANIMOUSLY**

Moved by Councillor McIlroy, seconded by Councillor Back

THAT "Heritage Designation Bylaw, 2022, No. 8905" (Karl Wein / Bradbury Architecture, 364 East 14<sup>th</sup> Street) be abandoned.

#### CARRIED UNANIMOUSLY

## **PRESENTATION**

Fire Department 2021 Annual Report - Public Safety Director and Fire Chief

The Public Safety Director and Fire Chief provided a PowerPoint presentation regarding the "Fire Department 2021 Annual Report" and he and the Deputy Fire Chief, Prevention & Public Safety, responded to questions of Council.

#### **PRESENTATION**

Upper Levels Greenway – Corridor Options and Public Engagement Launch – Project Manager, Public Realm Infrastructure

The Project Manager, Public Realm Infrastructure provided a PowerPoint presentation regarding the "Upper Levels Greenway – Corridor Options and Public Engagement Launch" and responded to guestions of Council.

#### **REPORTS**

6. Upper Levels Greenway – Public Engagement Launch for Corridor Options – File: 16-8350-20-0039/1

Report: Project Manager, Public Realm Infrastructure, April 13, 2022

Moved by Councillor Bell, seconded by Councillor Valente

PURSUANT to the report of the Project Manager, Public Realm Infrastructure, dated April 13, 2022, entitled "Upper Levels Greenway – Public Engagement Launch for Corridor Options":

THAT the draft project vision for the Upper Levels Greenway, reflecting the key priorities of the community, be endorsed;

AND THAT staff be directed to initiate the next public engagement phase.

#### CARRIED UNANIMOUSLY

7. 2022 Tax Rates Bylaw – File: 05-1970-05-0005/2022

Report: Chief Financial Officer, April 13, 2022

Moved by Councillor Bell, seconded by Councillor Hu

PURSUANT to the report of the Chief Financial Officer, dated April 13, 2022, entitled "2022 Tax Rates Bylaw":

THAT "Tax Rates Bylaw, 2022, No. 8919" be considered.

## **CARRIED UNANIMOUSLY**

# BYLAW - FIRST, SECOND AND THIRD READINGS

8. "Tax Rates Bylaw, 2022, No. 8919"

Moved by Councillor Bell, seconded by Councillor Hu

THAT "Tax Rates Bylaw, 2022, No. 8919" be given first and second reading.

#### **CARRIED UNANIMOUSLY**

# BYLAW - FIRST, SECOND AND THIRD READINGS - Continued

8. "Tax Rates Bylaw, 2022, No. 8919" - Continued

Moved by Councillor Bell, seconded by Councillor Hu

THAT "Tax Rates Bylaw, 2022, No. 8919" be given third reading.

#### **CARRIED UNANIMOUSLY**

# **REPORT**

9. Zoning Bylaw Amendment for 115 East Keith Road (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc.) – File: 08-3400-20-0058/1

Report: Planner 2, April 13, 2022

Moved by Councillor Valente, seconded by Councillor McIlroy

PURSUANT to the report of the Planner 2, dated April 13, 2022, entitled "Zoning Bylaw Amendment for 115 East Keith Road (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc.)":

THAT second reading of "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741) be rescinded;

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741) be amended in Part B(6)(a), as follows:

- (6) Off-Street Parking and Short-Term and Secure Bicycle Parking shall be provided in conformity with the requirements of Division IV, Parts 9, and 10A, except that:
  - (a) A maximum of 39% small car parking spaces may be provided;

THAT Part B(6)(b) be deleted;

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741), be given second reading, as amended, and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2022, No. 8923" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741, Rental Housing Commitments) be considered and referred to the same Public Hearing;

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

Continued...

# **REPORT – Continued**

9. Zoning Bylaw Amendment for 115 East Keith Road (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc.) – File: 08-3400-20-0058/1 – Continued

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 Corporate Officer be authorized to sign the necessary documentation to give effect to this motion.

# **CARRIED UNANIMOUSLY**

# BYLAW - RESCIND SECOND READING

10. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741)

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT second reading of "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741) be rescinded.

**CARRIED UNANIMOUSLY** 

# BYLAW - AMEND SECOND READING AND SECOND READING, AS AMENDED

11. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741)

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8877" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741) be amended and given second reading, as amended.

#### CARRIED UNANIMOUSLY

#### BYLAW - FIRST AND SECOND READINGS

12. "Housing Agreement Bylaw, 2022, No. 8923" (Victoria Park (Denna Homes) Gp Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741, Rental Housing Commitments)

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT "Housing Agreement Bylaw, 2022, No. 8923" (Victoria Park (Denna Homes) GP Ltd. / Integra Architecture Inc., 115 East Keith Road, CD-741, Rental Housing Commitments) be given first and second readings.

**CARRIED UNANIMOUSLY** 

# **REPORT**

13. Rezoning Application: 114-132 West 15<sup>th</sup> Street (Polygon Development 338 Ltd. / IBI Group Architects, CD-752) and Text Amendment: Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23<sup>rd</sup> Street and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) – File: 08-3400-20-0060/1

Report: Planner 2, April 13, 2022

Moved by Councillor Hu, seconded by Councillor McIlroy

PURSUANT to the report of the Planner 2, dated April 13, 2022, entitled "Rezoning Application: 114-132 West 15<sup>th</sup> Street (Polygon Development 338 Ltd. / IBI Group Architects, CD-752) and Text Amendment: Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23<sup>rd</sup> Street and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921" (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15<sup>th</sup> Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23<sup>rd</sup> Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) 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;

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

#### **CARRIED UNANIMOUSLY**

# BYLAW – FIRST AND SECOND READINGS

14. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921" (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15<sup>th</sup> Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23<sup>rd</sup> Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)

Moved by Councillor Hu, seconded by Councillor McIlroy

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921" (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15<sup>th</sup> Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23<sup>rd</sup> Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) be given first and second readings.

**CARRIED UNANIMOUSLY** 

# **REPORT**

15. Streamlining of Development Variance Permit Requests – File: 01-0125-01-0001/2022

Report: Director, Planning and Development, April 13, 2022

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Director, Planning and Development, dated April 13, 2022, entitled "Streamlining Development Variance Permit Requests":

THAT staff be directed to bring forward a bylaw to amend the Development Procedures Bylaw, with proposed provisions to delegate authority for issuance of Development Variance Permits for minor variances.

**CARRIED UNANIMOUSLY** 

# PUBLIC CLARIFICATION PERIOD

Nil.

# **COUNCIL INQUIRIES / REPORTS**

Nil.

#### **NEW ITEMS OF BUSINESS**

Nil.

#### **NOTICES OF MOTION**

Nil.

#### RECESS TO CLOSED SESSION

Moved by Councillor Back, seconded by Councillor Valente

THAT Council recess to the Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Section 90(1)(e) [land matter].

**CARRIED UNANIMOUSLY** 

The meeting recessed at 9:19 and reconvened at 9:36 pm.

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

16. Land Matter – File: 13-6410-01-0001/2022

Report: Deputy Director, Planning and Development, and CEO, Lonsdale Energy

Corp., April 13, 2022

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Deputy Director, Planning and Development, and the CEO, Lonsdale Energy Corp., dated April 13, 2022, regarding a land matter:

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 Deputy Director, Planning and Development, and the CEO, Lonsdale Energy Corp., dated April 13, 2022, remain in the Closed session.

**CARRIED UNANIMOUSLY** 

# **ADJOURN**

Moved by Councillor McIlroy, seconded by Councillor Back

THAT the meeting adjourn.

**CARRIED UNANIMOUSLY** 

The meeting adjourned at 9:37 pm.

"Certified Correct by the Corporate Officer"

CORPORATE OFFICER





# Proclamation

# **NEIGHBOURHOOD HOUSE WEEK**

since the first BC Neighbourhood House opened in 1938, people have been provided with safe, inviting places where people with diverse

backgrounds are welcomed and included;

Mhereas a Neighbourhood House helps to create vibrant neighbourhoods by

providing innovative programs that engage people to live healthy, full

lives, become more socially aware and participate in their

communities; and

Whereas Neighbourhood House Week celebrates the existence of

Neighbourhood Houses in communities across the Lower Mainland and reaffirms the City of North Vancouver's commitment to support

these needed resources in our community;

Now Therefore I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim May 1 to 7, 2022 as Neighbourhood House Week in the City

of North Vancouver, the traditional territories of the Squamish and

Tsleil-Waututh Nations.

So proclaimed on Monday, May 2, 2022

Mayor Linda Buchanan



# Proclamation

# MENTAL HEALTH WEEK

Whereas

this year marks the 71st annual Canadian Mental Health Association Mental Health Week, which has become an important awareness event in Canada, helping to end the discrimination, stigma and shame surrounding mental illness;

Whereas Whereas

we can all benefit from promoting and acknowledging the role that good mental health plays in living a full and meaningful life; and

Mental Health Week is a celebration of mental health and an opportunity to raise awareness that difficult feelings are normal and inform the public that resources are available for persons who may need support;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim May 2 to 8, 2022 as Mental Health Week in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, May 2, 2022

Linda C. Gueharan

Mayor Linda Buchanan

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8748**

## 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, 2020, No. 8748" (Satendra Mann / M1F1 Modern Home Developments Ltd., 905 Ridgeway Avenue, CD-723).
- 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-723 (Comprehensive Development 723 Zone):

Lots	Block	D.L.	Plan	
13	96	550	1197	from RT-1

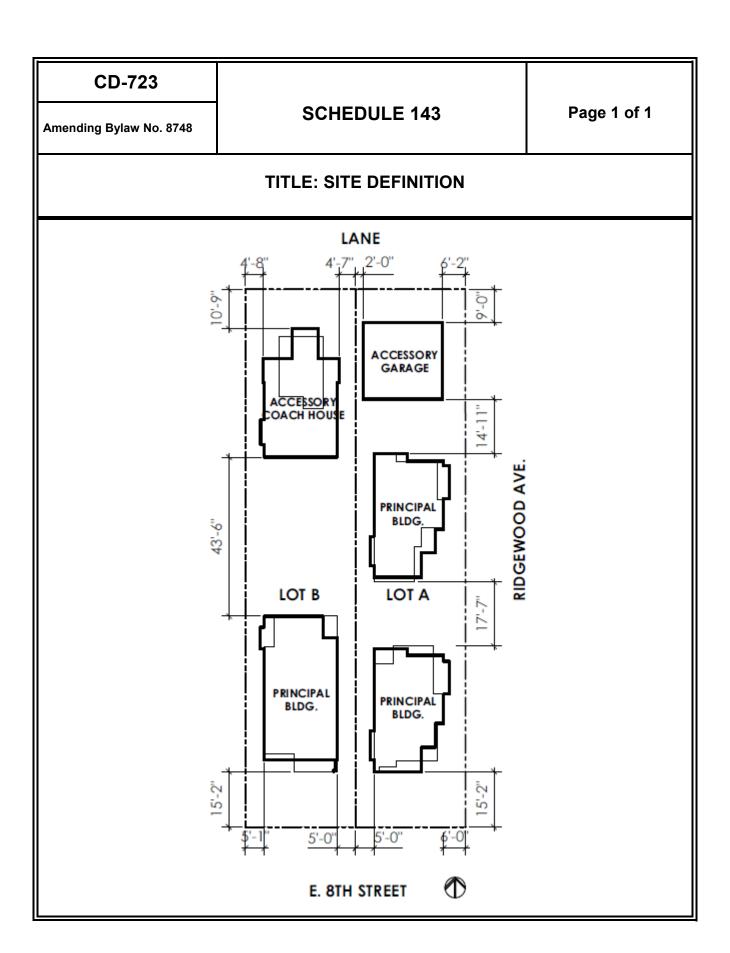
- 3. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Adding the following section to Section 1100, thereof, after the designation "CD-722 Comprehensive Development 722 Zone":
    - "CD-723 Comprehensive Development 723 Zone"
  - B. Adding the following to Section 1101, thereof, after the "CD-722 Comprehensive Development 722 Zone":
    - "CD-723 Comprehensive Development 723 Zone"

In the CD-723 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 RT-2 Zone, except as provided in the CD-723 Zone.

For the purposes of this Bylaw, the CD-723 Zone shall be divided into 'Lots' as described on Schedule 143.

- (1) On Lot A, two Residential Principal Buildings may be permitted, and limited to one Dwelling Unit each;
- (2) On Lot B, the allowable siting for a single One-Unit and Two-Unit Residential Principal Building shall be in accordance with the RT-2 Zone. On Lot A the allowable siting for two Residential Principal Buildings and the Accessory Building shall be in accordance to Schedule 143;
- (3) On Lot A, Section 514(5)(g) shall be varied to permit the linear distance of the Accessory Building to be no more than 6.6 metres (21.75 feet);

(4)	on 509(6)(a) that will permit an Accessory Coach 9.06 metres (29.75 feet) in width;
	READ a first time on the 15 <sup>th</sup> day of June, 2020.
	READ a second time on the 15 <sup>th</sup> day of June, 2020.
	READ a third time on the 13 <sup>th</sup> day of July, 2020.
	ADOPTED on the <> day of <>, 2022.
	MAYOR
	CORPORATE OFFICER



The Corporation of the City of North Vancouver Bylaw, 2020, No. 8748



#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8919**

A bylaw for imposing property value taxes on land and improvements in the City of North Vancouver for the year 2022.

**WHEREAS** it is provided under Section 197(1) of the *Community Charter* being, that the Council must, each year after adoption of the financial plan but before the 15<sup>th</sup> day of May, subject to the provisions and restrictions of the *Community Charter* contained, pass a bylaw to impose property value taxes on all land and improvements according to the assessed value thereof, for the purpose enumerated and set forth in Section 197(1) of the *Community Charter*;

**WHEREAS** the Council of The Corporation of the City of North Vancouver deems it necessary and expedient to pass a bylaw for imposing a property value tax on all taxable land and improvements, according to the assessed value thereof, on the last Revised Assessment roll for The Corporation of the City of North Vancouver, the rates thereinafter imposed and levied for purpose hereinafter stated;

**WHEREAS** for General and Debt purposes, according to the last Revised Assessment Roll of the City, the amount of the assessed value of the taxable land and taxable improvements is \$30,291,273,363;

**AND WHEREAS** for the Regional Hospital purposes, according to the last Revised Assessment roll of the City, the amount of the assessed value of the taxable land and taxable improvements is \$30,313,368,963;

**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 "Tax Rates Bylaw, 2022, No. 8919".
- 2. The following rates are hereby imposed and levied for the year 2022:
  - A. For all lawful general purposes of the municipality on the assessed value of land and improvements taxable for general municipal purposes, rates appearing on Schedule "A" attached hereto and forming a part hereof.
  - B. For the storm drainage purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing on Schedule "B" attached hereto and forming a part hereof.
  - C. For the eco levy purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing on Schedule "C" attached hereto and forming a part hereof.
  - D. For the City's appropriate share of the monies required for the operating fund of the Metro Vancouver Regional District for the year 2022, on the assessed value of land and improvements taxable for Regional Hospital District purposes, rates appearing on Schedule "D" attached hereto and forming a part hereof.

Document: 2166563-v1

3.	•	a parcel of real property shall be One Hundred by years of age and over and Three Hundred and sunder 65 years of age.
		READ a first time on the 25 <sup>th</sup> day of April, 2022.
		READ a second time on the 25 <sup>th</sup> day of April, 2022.
		READ a third time on the 25 <sup>th</sup> day of April, 2022.
		ADOPTED on the <> day of <>, 2022.
		MAYOR
		CORPORATE OFFICER

# SCHEDULE "A"

Prop	erty Class	Municipal General
1.	Residential	1.59647
2.	Utilities	37.94062
4.	Major Industry	26.08418
4.	Major Industry (With Provincial Cap)	26.08418
4.	Major Industry (With Provincial Cap for new investment)	21.34160
5.	Light Industry	5.10874
6.	Business	5.10874
8.	Recreation/Non Profit	1.78447

# SCHEDULE "B"

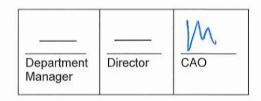
Prop	erty Class	Storm Drainage
1.	Residential	0.05764
2.	Utilities	1.36974
4.	Major Industry	0.94170
4.	Major Industry (With Provincial Cap)	0.94170
4.	Major Industry (With Provincial Cap for new investment)	0.77048
5.	Light Industrial	0.18444
6.	Business	0.18444
8.	Recreation/Non Profit	0.06442

# SCHEDULE "C"

Prop	erty Class	Eco Levy
1.	Residential	0.02902
2.	Utilities	0.68964
4.	Major Industry	0.47413
4.	Major Industry (With Provincial Cap)	0.47413
4.	Major Industry (With Provincial Cap for new investment)	0.38792
5.	Light Industry	0.09286
6.	Business	0.09286
8.	Recreation/Non Profit	0.03244

# SCHEDULE "D"

Prop	erty Class	Metro Vancouver Regional District
1.	Residential	0.05297
2.	Utilities	0.18639
4.	Major Industry	0.18009
5.	Light Industry	0.18009
6.	Business	0.12977
8.	Recreation/Non Profit	0.05297





# The Corporation of THE CITY OF NORTH VANCOUVER CITY CLERK'S DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Karla Graham, Corporate Officer

Subject:

APPOINTMENT OF NORTH SHORE DESIGNATE TO E-COMM BOARD

2022-2023 TERM AND PROXYHOLDER FOR ANNUAL GENERAL

**MEETING** 

Date:

April 20, 2022

File No: 01-0230-20-0016/2022

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

#### RECOMMENDATION

PURSUANT to the report of the Corporate Officer, dated March 29, 2022, entitled "Appointment of North Shore Designate to E-Comm Board - 2022-2023 Term and Proxyholder for E-Comm Board Annual General Meeting:

THAT Richard Walton be nominated to serve as the North Shore designate to the E-Comm Board of Directors for the 2022-2023 term, such Board to be elected by the E-Comm Board of Directors;

AND THAT Richard Walton be designated as proxyholder for the purpose of voting on behalf of City of North Vancouver Council at the E-Comm Annual General Meeting.

#### **ATTACHMENTS**

- Correspondence from Krystal Boros, Acting Corporate Secretary, E-Comm. March 25, 2022
- 2. Email from Richard Walton, April 5, 2022

Document Number: 2163768

REPORT: Appointment of North Shore Designate to E-Comm Board – 2022-2023 Term and Proxyholder for E-Comm Board Annual General Meeting

Date: April 20, 2022

#### **DISCUSSION**

On June 7, 2021, Richard Walton was nominated by Council to serve as the North Shore designate to the E-Comm Board of Directors for the 2021-2022 term. The Board is appointed annually and is elected by the E-Comm shareholders at their Annual General Meeting. Mr. Walton's past Board and municipal experience would continue to be of benefit to the North Shore communities.

Staff also recommend that Richard Walton be designated as proxyholder for the City, for the purpose of voting the City of North Vancouver shares in the upcoming Annual General Meeting, scheduled for June 23, 2022.

RESPECTFULLY SUBMITTED:

Karla Graham, MMC Corporate Officer



3301 East Pender Street, Vancouver, BC V5K 5J3 Canada • t 604.215.5000 • f 604.215.5001 • ecomm911.ca

VIA EMAIL - Ibuchanan@cnv.org

March 25, 2022

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

Dear Mayor Buchanan and Council,

#### RE: E-Comm Board of Directors Designate — 2022-2023 Term

The Annual General Meeting (the "Meeting") of the Shareholders (Members) of E-Comm *Emergency Communications for British Columbia Inc.* ("E-Comm") will be held on Thursday, June 23, 2022 and, at that time, the Board of Directors (the "Board") will be elected by the Members for the 2022-2023 term.

#### Nominee for the coming term to be selected

The Members' Agreement among E-Comm's shareholders sets out how the Board of Directors is to be elected. For your reference, we attach a copy of section 4.2 of the Members' Agreement, headed "Designation and Election of Directors" which contains the applicable provisions.

Your organization falls into the group which is described at subsection 4.2.1.5. Pursuant to Section 4.2.1.5 of the E-Comm Members' Agreement, your Designated Group of Members is entitled to nominate one mutually agreed upon individual for election to the Board of Directors of E-Comm. At present, your grouping is comprised of these municipalities:

	Class A	Class B
City of North Vancouver	-	3
District of North Vancouver	1	-
District of West Vancouver	2	1
Village of Lions Bay	1	1

The current representative of your group on the E-Comm Board is Richard Walton.

Because your municipality is among a Designated Group of Members who must mutually agree upon your nominee, we respectfully request that you confer with the other members of your grouping to confirm your selection for the coming term and provide the name of such individual not later than Friday, May 13, 2022. This will help to ensure a smooth nomination process.

#### Who is eligible?

The Board of E-Comm is committed to good governance and seeks directors who possess the experience, skills, and attributes to effectively serve the interests of all shareholders and our other stakeholders. An effective director will have competencies in many, or most, of the following areas: knowledge of the fields of emergency communications, police, fire, ambulance or public-safety, knowledge of the role of a board, analytical skills including financial acumen, leadership skills, good communication skills, sound judgment, high integrity and the ability to influence others. Further, the Board of Directors believes that its composition should reflect the rich diversity of the communities that E-Comm serves.



#### Commitment

The E-Comm Board of Directors meets five times per year and provides oversight of the business and affairs of E-Comm. Meetings are held during regular working hours, typically commencing in the morning and running until mid or early afternoon at E-Comm's Vancouver centre. Two additional Board sessions are also held annually for strategic planning and board education. There are three standing committees of the board (Finance, Governance and Public Affairs, and Human Resources and Compensation), each meeting five times per year. Participation on committees is voluntary, but recommended.

Although shareholders are required to elect directors every year, we hope that nominees are willing to serve for not less than two years, in part because a learning curve, before a director might feel fully engaged and contributing, is acknowledged. We encourage directors to serve additional terms. There are no term limits in place, although we strive to balance the value of experienced Directors with that of newcomers.

#### Next steps

We kindly request that the City of North Vancouver, following discussion within your Designated Grouping, advise E-Comm (to the attention of the writer) with written confirmation by Friday, May 13, 2022, of the name and contact information of your nominee to the E-Comm Board for the 2022-2023 term. The question and answer document enclosed in this package includes a sample motion confirming your nomination, if required.

Kindly note that an orientation session for new E-Comm Board Directors will be held on Wednesday, July 6, 2022 between 9am – 3pm; we ask that you please communicate this date with your nominee as soon as possible so that they may hold the time in their calendar. This session is only required should your Designated Grouping choose to nominate someone other than current director, Richard Walton.

Please note that nominating a director is a separate process from designating a representative to vote your share at the Annual General Meeting (AGM) in June. As such, I will be contacting you again in mid-May with the Notice of AGM and will request that you designate one individual to attend the Annual General Meeting of the Shareholders for the purposes of voting the City of North Vancouver shares. If you prefer, you can designate your nominee to vote your share.

Yours truly,

Krystal Boros

Acting Corporate Secretary

c | 604.218.6941

e | krystal.boros@ecomm911.ca

cc Richard Walton, E-Comm Board Director
Karla Graham, City of North Vancouver, Corporate Officer

Subject:

Richard Walton: ongoing willingness to serve as North Shore's E-Comm Board appointee

From: Richard Walton Sent: April-05-22 11:52 AM

Subject: Richard Walton: ongoing willingness to serve as North Shore's E-Comm Board appointee

Mayor Buchanan,

I am willing to serve another year (June 2022-June 2023) as the North Shore's appointee to the Board of Ecomm if the four Mayors and Councils wish me to.

E-Comm is in the middle of a very challenging time as a result of governance complexities, increasing call volumes and upcoming technological changes. It is also in the middle of a generational turnover in its senior management team, and experiences ongoing staffing staffing challenges flowing from both the covid response and the competitive employment market I serve on both the Finance and Governance committees and have frequent opportunities to bring a broader regional district and local government perspective, as well as financial, to the discussions and planning.

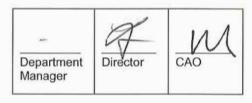
I consider it a privilege to represent the North Shore on the E-Comm Board, and I am now a permanent resident of North Van City, residing at 206 27st E in the Upper Lonsdale area.

Please contact me at any time if you have any questions or concerns relating to E-Comm or my representation on its Board.

Best wishes,

Richard Walton







# The Corporation of THE CITY OF NORTH VANCOUVER FINANCE DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Larry Sawrenko, Chief Financial Officer

Subject:

2021 AUDITED CONSOLIDATED FINANCIAL STATEMENTS

Date:

April 20, 2022

File No: 05-1680-04-0001/2021

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

#### RECOMMENDATION:

PURSUANT to the report of the Chief Financial Officer, dated April 20, 2022, entitled "2020 Audited Consolidated Financial Statements":

THAT in accordance with Section 167 of the *Community Charter*, Council accept the City of North Vancouver Consolidated Financial Statements for the year ended December 31, 2021.

#### ATTACHMENTS:

1. The Corporation of the City of North Vancouver Consolidated Financial Statements for the year ended December 31, 2021 – DRAFT (CityDoc#2171102).

#### PURPOSE:

Under the provisions of the Community Charter, the City's annual financial statements must be presented to and accepted by Council. The attached statements have been audited by the City's appointed auditors, BDO Canada LLP ("BDO"). In accordance with the latest recommendations of the Accounting Standards Board, signatures by the auditors on the audit report and by the Chief Financial Officer on the statements will be added after acceptance of the statements by Council.

Document Number: 2154893

Date: April 20, 2022

#### BACKGROUND:

Included in the City's audited consolidated financial statements reflect:

- All the funds of the City of North Vancouver (including water, sewer and solid waste utilities, as well as cemetery operations)
- The accounts of the North Vancouver City Library
- The City's ownership of Lonsdale Energy Corporation
- The City's 50% share of the North Vancouver Museum & Archives Commission
- The City's 33.9% share of the North Vancouver Recreation & Culture Commission

The Cemetery Trust, which is administered by the City, is not included in the consolidated statements, as these funds are only managed by the City on behalf of other beneficiaries.

#### DISCUSSION:

BDO has recently completed the audit of the City's financial statements. Its conclusion is as follows:

"The accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2021, and its consolidated results of operations, its changes in consolidated net financial assets, its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards."

Results of the City's consolidated operations for 2020 and 2021 are as follows:

	2020	2021
Revenue	\$ 159.1	\$ 143.7
Expenses	118.1	126.9
Annual Surplus	41.0	16.8
Accumulated Surplus beginning of year	575.3	616.3
Accumulated Surplus end of year	\$ 616.3	\$ 633.1
	* in mill	ions

The City had an annual surplus in 2021 of \$16.8 million, which adds to the City's accumulated surplus (i.e. total equity). It is important to note that the surplus is a consolidated surplus, the majority of which is not available to be reallocated to future initiatives. At a high level, the surplus can be broken down as follows:

Date: April 20, 2022

General Operating <sup>1</sup>	\$6.4M
Capital & Statutory Reserves <sup>2</sup>	\$2.8M
Utilities and Cemetery <sup>3</sup>	\$7.6M
Annual Surplus	\$16.8M

<sup>&</sup>lt;sup>1</sup> Primary drivers for the surplus include revenue in excess of budget of \$4M (primarily License & Permits of \$2.2M and Grants & Other Contributions of \$0.8M) and expenses less than budget of \$2.4M (primarily Wages & Benefits of \$1.1M and Conferences, Education & Travel of \$0.4M). The majority of the surplus has been allocated to the General Capital Reserve (\$2.6M - of which \$2M was included in the revised HJCRC financial strategy); Permit Revenue Reserve (\$2M to support related future work demands), Police Reserve (\$0.5M to smooth the impact of the RCMP member contract), and Weather Reserve (\$0.5M to rebuild following the more severe than normal 2021-2 winter snowfall and street clearing expenses).

#### Assessment of Financial Condition:

Assessing the financial health of a regional or local government includes consideration of several financial and non-financial elements. The primary financial elements assessed by credit rating agencies when analyzing the financial health of a municipality are debt burden and liquidity.

- Debt Burden refers to amount of debt relative to the size of an organization.
- Liquidity refers to the adequacy of assets readily convertible to cash compared to key expenses.

Standard & Poors is a leading credit rating agency covering regional and local governments in Canada. The financial ratios that it uses to evaluate debt burden and liquidity and how they would apply to the City's historical financial results are shown below.

#### **Debt Burden**

1. Tax Supported Debt / Consolidated Operating Revenue

This metric compares the amount of an organization's debt to the organization's size, as indicated by revenues.

000s unless otherwise indicated	2019	2020	2021
Tax Supported Debt (A)	\$0	\$0	\$0
Consolidated Operating Revenue (B)	\$118,529	\$122,147	\$128,919
Ratio (A/B)	0%	0%	0%

<sup>&</sup>lt;sup>2</sup> Use of Capital and Statutory Reserves is contemplated in the Capital Plan. Revenues funding the Capital Plan (property taxes, grants, interest) is recognized in the consolidated financial statements as it is earned, however, as capital expenditures are capitalized, their expense is only recognized through an annual depreciation expense. This timing difference results in an expected surplus for 2021.

<sup>&</sup>lt;sup>3</sup> Utilities and Cemetery are self-funded through related user fees. Surpluses are kept within the individual utility/cemetery funds to support future expenses and works.

Date: April 20, 2022

The City had no tax supported debt from 2019 to 2021, as LEC was supporting repayment of the City's only loan with the Municipal Finance Authority. S&P's top performers in this category have ratios less than 30%, so the City would achieve S&P's top rating.

## 2. Interest Payment / Adjusted Operating Revenue

This metric metrics compares the amount of an organization's interests costs (which are correlated with debt levels) to the organization's size, as indicated by general revenues (primarily taxes, fees, rents, and from sale of services).

000s unless otherwise indicated	2019	2020	2021
Interest Payment (A)	\$6	\$6	\$6
Adjusted Operating Revenue (B)	\$80,338	\$86,853	\$88,874
Ratio (A/B)	0%	0%	0%

S&P's top performers in this category have ratios less than 5%, so the City would achieve S&P's top rating in this category.

#### Liquidity

### 3. Unencumbered Liquid Assets / Annual Debt Service Costs

000s unless otherwise indicated	2019	2020	2021
Unencumbered Liquid Assets (A)	\$10,722	\$13,270	\$14,002
Annual Debt Service Costs (B)	\$211	\$219	\$228
Ratio (A/B)	50:1	60:1	61:1

S&P's top performers in this category have ratios greater than 1.2:1, so the City again achieves S&P's top rating in this category.

#### FINANCIAL IMPLICATIONS:

Addressed throughout the report. Overall, the City's financial position is strong.

#### INTERDEPARTMENTAL IMPLICATIONS:

This report and draft statements summarize the financial position of the whole organization, including its related entities. The City's favourable financial position reflects City departments' and related entities' cooperation and participation in sound financial management.

Date: April 20, 2022

# STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS:

The financial results for 2021 reflect the City's Corporate Business Plan Outcome of being "A Fiscally Responsible Organization". These results also reflect *Community Charter* requirements to manage within a balanced budget framework.

RESPECTFULLY SUBMITTED:

Larry Sawrenko Chief Financial Officer

# The Corporation of the City of North Vancouver Consolidated Financial Statements For the year ended December 31, 2021

# Statement of Management Responsibility

The Council of the Corporation of the City of North Vancouver ("City") has delegated the responsibility for the integrity and objectivity of the financial information contained in the consolidated financial statements to the management of the City. The consolidated financial statements which, in part, are based on informed judgments and estimates, have been prepared by management in accordance with Canadian public sector accounting standards, which have been applied on a basis consistent with that of the preceding year.

To assist in carrying out their responsibility, management maintains an accounting system and internal controls to provide reasonable assurance that transactions are executed and recorded in accordance with authorization, and that financial records are reliable for preparation of financial statements.

The Mayor and Council oversee management's responsibilities for the financial reporting and internal control systems. Council annually reviews and approves the consolidated financial statements.

The City's independent auditors, BDO Canada LLP, are engaged to express an opinion as to whether the City's consolidated financial statements present fairly in all material respects the financial position of the City as at December 31, 2021, and the results of operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian generally accepted auditing standards.

The consolidated financial statements have, in management's opinion, been properly prepared within reasonable limits of materiality and in accordance with Canadian public sector accounting standards.

Chief Financial Officer

Larry Sawrenko

[DATE OF COUNCIL APPROVAL]

# Independent Auditor's Report

To the Mayor and Council of the Corporation of the City of North Vancouver

#### Opinion

We have audited the consolidated financial statements of Corporation of the City of North Vancouver and its controlled entities (the "City"), which comprise the consolidated statement of financial position as at December 31, 2021 and the consolidated statement of operations, the consolidated statement of changes in net financial assets and the consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2021, and its consolidated results of operations, its changes in consolidated net financial assets, its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Unaudited Information**

We have not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Schedule A of the City's consolidated financial statements.

# Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

#### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the City to express an opinion on the consolidated financial statements.
   We are responsible for the direction, supervision and performance of the City audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

CHARTERED PROFESSIONAL ACCOUNTANTS Vancouver, British Columbia

[DATE OF APPROVAL]

# The Corporation of the City of North Vancouver Consolidated Statement of Financial Position As at December 31, 2021 with comparative figures for 2020 (in thousands of dollars)

	2021		2020	2020	
FINANCIAL ACCETS					
FINANCIAL ASSETS	\$	74,571	\$ 116,69		
Cash Temperaturing (astments (note 3/a))	Ф		55,58		
Temporary investments (note 3(a))		103,526			
Portfolio investments (note 3(b))		83,466	102,50		
Investment in Lonsdale Energy Corp. (note 4)		4,613	3,94		
Due from other governments		3,962	3,87		
Accounts receivable		11,471	11,05		
Loan to Lonsdale Energy Corp. (note 5)		27,043	26,51		
Interest receivable		8,720	12,41	_	
		317,372	332,58	9	
LIABILITIES					
Accounts payable and accrued liabilities		22,680	39,35	5	
Deferred revenue		34,258	32,13	2	
Deferred lease revenue (note 13)		49,930	51,92		
Deferred development cost charges		22,072	21,96		
Debt (note 6)		237	46	5	
Employee future benefits (note 7)		8,386	8,22	9	
Advances and other liabilities		10,077	10,35		
		147,640	164,42	0	
				_	
NET FINANCIAL ASSETS		169,732	168,169	9	
				_	
NON-FINANCIAL ASSETS					
Tangible capital assets (note 8)		461,087	445,62	5	
Inventories		746	70	3	
Prepaid expenses		1,544	1,82	8_	
		463,377	448,15	6	
ACCUMULATED SURPLUS (note 9)	\$	633,109	\$ 616,32	5	
				_	

Commitments and contingencies (note 10)

See accompanying notes to the consolidated financial statements

Chief Financial Officer Larry Sawrenko

# The Corporation of the City of North Vancouver Consolidated Statement of Operations Year ended December 31, 2021 with comparative figures for 2020 (in thousands of dollars)

	2021 Budget	2021	2020
	(notes 2(i) and 14)		
REVENUE			
Property value tax (Note 10 (a))	\$ 68,974	\$ 69,056	\$ 65,928
Parcel taxes	3,746	3,814	3,571
Licences and permits	4,203	6,441	4,949
Fines and fees	4,748	4,678	4,799
Rent	2,544	3,368	1,874
Interest, dividends and penalties	2,148	5,589	6,059
Sale of services	30,331	29,672	26,331
Rebate and recoveries	85	185	638
Grants and other	7,591	12,729	19,430
Developer contributions and other transfers	314	8,200	25,063
Loss on disposition of assets	•	(714)	(823)
Lonsdale Energy Corp. income (note 4)		666	1,238
	124,684	143,684	159,057
EXPENSES			
General government	21,625	23,211	22,078
Transportation and transit	7,194	8,866	8,317
Health, social services and housing	2,749	2,724	2,764
Development services	7,127	7,494	5,406
Protective services	28,781	28,139	27,229
Parks, recreation and culture	33,051	30,665	28,084
Water utilities	10,795	10,871	9,719
Sewer utilities	11,090	11,767	10,538
Solid waste	3,535	3,163	3,951
Total expenses (note 12)	125,947	126,900	118,086
Annual surplus	(1,263)	16,784	40,971
Accumulated surplus beginning of year	616,325	616,325	575,354
Accumulated surplus end of year	\$ 615,062	\$ 633,109	\$ 616,325

See accompanying notes to the consolidated financial statements

## The Corporation of the City of North Vancouver Consolidated Statement of Change in Net Financial Assets Year ended December 31, 2021 with comparative figures for 2020 (in thousands of dollars)

	2021 Budget	2021	2020
	(notes 2(i) and 14)		
Annual surplus	\$ (1,263)	\$ 16,784	\$ 40,971
Acquisition of tangible capital assets	(69,827)	(32,751)	(34,303)
Non-cash developer contributed assets	-	(737)	(14,499)
Proceeds on sale of tangible capital assets	-	213	34
Depreciation of tangible capital assets	16,800	17,099	16,413
Loss on disposition of tangible capital assets	-	714	823
	(53,027)	(15,462)	(31,532)
Acquisition of inventories		(1,182)	(1,156)
Acquisition of prepaid expenses	_	(1,591)	(1,807)
Use of inventories		1,140	1,083
Use of prepaid expenses	_	1,874	1,725
		241	(155)
Increase (decrease) in net financial assets	(54,290)	1,563	9,284
Net financial assets, beginning of year	168,169	168,169	158,885
Net financial assets, end of year	\$ 113,879	\$ 169,732	\$ 168,169

See accompanying notes to the consolidated financial statements

# The Corporation of the City of North Vancouver Consolidated Statement of Cash Flows Year ended December 31, 2021 with comparative figures for 2020 (in thousands of dollars)

	2021	2020
•		
Cash provided by (used for):		
Operating Transactions		
Annual surplus	\$ 16,784	\$ 40,971
Items not involving cash:	17,000	40.440
Depreciation expense	17,099	16,413
Loss on disposal of tangible capital assets	714	823
Non-cash developer contributed assets	(737)	(14,499)
Lonsdale Energy Corp. income	(666)	(1,238)
Changes in non-cash operating items:	(00)	600
(Increase) decrease in due from other governments	(90)	689
Increase in accounts receivable	(418)	(2,688)
Increase in loan to Lonsdale Energy Corp.  Decrease in interest receivable	(525)	(895) 727
(Decrease) increase in accounts payable and accrued liabilities	3,698	
Increase in deferred revenue	(16,675) 2,126	14,467 1,914
(Decrease) increase in deferred lease revenue	(1,995)	51,925
Increase (decrease) in deferred development cost charges	109	(1,360)
Increase in accrued employee future benefits	157	79
Decrease in advances and other liabilities	(274)	(96)
Increase in inventories	(43)	(72)
Decrease (increase) in prepaid expenses	284	(83)
Decrease (increase) in prepaid expenses	204	(03)
	19,548	107,077
Capital Transactions	13,040	107,077
Cash used to acquire tangible capital assets	(32,751)	(34,303)
Proceeds from sale of tangible capital assets	213	34
1 Tooccas from saile of tangine suprial assets	210	04
	(32,538)	(34,269)
Investing Transactions	(02,000)	(0.,200)
Increase in temporary investments	(47,937)	(2,595)
Decrease in portfolio investments	19,035	36,768
	<u> </u>	· · · · · · · · · · · · · · · · · · ·
	(28,902)	34,173
	, ,	
Financing Transactions		
Repayment of long-term debt	(228)	(219)
(Decrease) increase in cash	(42,120)	106,762
Cash, beginning of year	116,691	9,929
Cash, end of year	\$ 74,571	\$ 116,691

#### 1. OPERATIONS

The City of North Vancouver (the "City") was incorporated in 1907 and operates under the provisions of the Community Charter and the Local Government Act of British Columbia. The City's principal activity is the provision of local government services to residents of the incorporated area. These include administrative, protective, transportation, environmental, recreational, water and sanitary services.

#### 2. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the City have been prepared in accordance with Canadian public sector accounting standards, as prescribed by the Public Sector Accounting Board ("PSAB"). The significant accounting policies are summarized below:

#### (a) Basis of Presentation

The consolidated financial statements include the accounts of all the funds of the City, the accounts of the North Vancouver City Library, which is controlled by the City, the City's 33.94% proportionate share of the operations of the North Vancouver Recreation Commission, and the City's 50% proportionate share of the operations of the North Vancouver Museum and Archives Commission. The City's investment in Lonsdale Energy Corporation ("LEC"), a wholly owned government business enterprise, is accounted for using the modified equity method.

The City has an agreement with the District of North Vancouver in the operation and management of the North Vancouver Recreation Commission, and the City includes its proportionate share in the City's consolidated financial statements. The current agreement specifies that the operating costs shall be paid 33.94% (2020 – 33.94%) by the City and 66.06% (2020 – 66.06%) by the District of North Vancouver. Each municipality is responsible for its own facilities and pays 100% of all capital costs relating to improvement, expansion and replacement of buildings or facility equipment.

The City also has an agreement with the District of North Vancouver in the operation and management of the North Vancouver Museum and Archives Commission, and the City includes its proportionate share in the City's consolidated financial statements. The current agreement specifies that the operating costs shall be paid 50% (2020 – 50%) by the City and 50% (2020 – 50%) by the District of North Vancouver. Each municipality is responsible for its own facilities and pays 100% of all capital costs relating to improvement, expansion and replacement of buildings or facility equipment.

#### (b) Basis of Accounting

Revenue is recorded on an accrual basis and recognized when earned. Expenses are recognized as they are incurred and measurable as a result of the receipt of goods and services.

#### 2. SIGNIFICANT ACCOUNTING POLICIES (con't)

#### (c) Revenue Recognition

Taxes are recognized as revenue in the year that the taxes are authorized, the taxable event occurs and they are considered collectible. Through the British Columbia Assessments appeal process, taxes may be adjusted by way of supplementary roll adjustments. The effects of these adjustments on taxes are recognized at the time they are awarded. Levies imposed for Regional District services and other taxing authorities are not included. Lease revenue is recognized on a straight-line basis over the term of the lease.

Charges for sewer, water and solid waste usage are recorded as user fees. Connection fees revenues are recognized when the connection has been established.

Sale of service and other revenue are recognized on an accrual basis.

#### (d) Deferred Revenue

Deferred revenue consists of prepaid property taxes, prepaid business licenses, and fees paid in advance for services yet to be provided.

#### (e) Deferred Lease Revenue

Deferred lease revenue consists of funds collected in advance of rental periods for Long-Term Prepaid Leases, which will be recognized as revenue, on a straight line basis, over the term of the lease.

#### (f) Deferred Development Cost Charges

Deferred development cost charges collected to pay for future capital projects are deferred upon receipt and recognized as revenue when the capital costs for which they were collected are incurred.

#### (g) Temporary Investments

Temporary investments include bank issued notes and bonds and provincial bonds and debentures maturing in the subsequent year and are valued at the lower of cost or market value.

#### (h) Portfolio Investments

Portfolio investments include bank issued notes and bonds and provincial bonds and debentures maturing after the subsequent year end. Securities are recorded at their cost and written down to reflect losses in value that are other than temporary.

#### (i) Budget Figures

The budget figures are based on the ten year financial plan adopted on April 12th, 2021.

#### 2. SIGNIFICANT ACCOUNTING POLICIES (con't)

#### (j) Government Transfers

Unrestricted government transfers are recognized as revenue in the year that the transfer is authorized by the issuing government and any eligibility criteria have been met. Restricted government transfers, in the way of grants or other transfers, are recognized as revenue in the year in which any stipulations that create liabilities are met.

#### (k) Employee Future Benefits

The City and its employees make contributions to the Municipal Pension Plan. As this plan is a multi-employer plan, contributions are expensed as incurred.

Sick leave and post-employment benefits also accrue to the City's employees. The liabilities related to these benefits are actuarially determined based on services and best estimates of retirement ages and expected future salary and wage increases. The liabilities under these benefits plans are accrued based on projected benefits as the employees render services necessary to earn the future benefits.

#### (I) Long-term Debt

Long-term debt is recorded in the consolidated financial statements net of sinking fund payments and adjustments.

#### (m) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They may have useful lives extending beyond the current year and are not intended for sale in the ordinary course of business.

#### (i) Tangible Capital Assets

Tangible capital assets are recorded at cost, which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost less residual value of the tangible capital assets, excluding land, is amortized on a straight line basis over their estimated useful lives as follows:

Straight line over useful life of each asset unit	10 - 100 years
Straight line over useful life of each asset unit	10 – 75 years
Straight line over useful life of each asset unit	10 – 100 years
Straight line over useful life of each asset unit	3 – 25 years
Straight line over useful life of each asset unit	6 – 25 years
Straight line over useful life of each asset unit	7 – 100 years
Straight line over useful life of each asset unit	2 – 5 years
Not depreciated until put into use	
	Straight line over useful life of each asset unit Straight line over useful life of each asset unit Straight line over useful life of each asset unit Straight line over useful life of each asset unit Straight line over useful life of each asset unit Straight line over useful life of each asset unit

#### (m) Non-Financial Assets (cont'd)

#### (ii) Contributions of Tangible Capital Assets

Tangible capital assets received as contributions or transfers from developers are recorded at their estimated fair value at the date of receipt and also are recorded as revenue.

#### (iii) Works of Art and Historic Assets

The City and the Museum and Archives Commission manages and controls various works of art and non-operational historic assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas.

Works of art and historic assets are not recorded as assets in these consolidated financial statements.

#### (iv) Natural Resources

Horticultural assets such as treed areas, grassy areas and gardens are not recognized as assets in the consolidated financial statements.

#### (v) Interest Capitalization

The City does not capitalize interest costs associated with the construction of a tangible capital asset.

#### (vi) Leased Tangible Capital Assets

Leases that transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the payments are charged to expenses as incurred.

#### (vii) Inventories

Inventories held for consumption are recorded at the lower of weighted average cost and replacement cost.

#### (n) Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and the disclosure of contingent liabilities. Areas requiring significant estimation are post-employment benefits, compensated absences and termination benefits and estimated useful life of tangible capital assets. Actual results could differ from these estimates.

#### (o) Segment Disclosure

A segment is defined as a distinguishable activity or group of activities of a government for which it is appropriate to separately report financial information related to expenses. See note 12.

#### 2. SIGNIFICANT ACCOUNTING POLICIES (con't)

#### (p) Contaminated Sites

A liability for contaminated sites is recognized when a site is not in productive use or an unexpected event has occurred and the following criteria are met:

- i) An environmental standard exists;
- ii) Contamination exceeds the environmental standard;
- iii) The City is directly responsible or accepts responsibility;
- iv) It is expected that future economic benefits will be given up; and
- v) A reasonable estimate of the amount can be made

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.



#### 3. INVESTMENTS

#### (a) Temporary Investments

The fair value of temporary investments at December 31, 2021 was \$106,252,156 (2020 - \$60,316,506). Financial instruments included in temporary investments range in maturity date from January 7, 2022 to December 30, 2022, and range in yield from 0.50% to 5.35%. Included in temporary investments is \$50,351,077 in High Interest Savings Accounts.

#### (b) Portfolio Investments

The fair value of portfolio investments at December 31, 2021 was \$91,472,860 (2020 - \$116,309,955). These investments range in maturity from January 31, 2023 to May 15, 2031, and range in yield from 1.30% to 7.52%.

#### 4. INVESTMENT IN LONSDALE ENERGY CORPORATION ("LEC")

The City owns all the issued and outstanding shares of LEC, which was incorporated under the Business Corporations Act (British Columbia) on July 7, 2003. LEC operates a district energy system providing hydronic energy to residential, institutional and commercial buildings in the City of North Vancouver.

Summarized financial information relating to LEC is as follows:

	2021		2020
Cash and accounts receivable	\$	2,956	\$ 3,316
Plant and equipment		37,381	36,179
Other assets		711	653
Total assets	\$	41,048	\$ 40,148
Accounts payable and accrued liabilities	\$	2,173	\$ 1,878
Deferred contributions		7,322	7,340
Debt		26,940	 26,983
Total Liabilities	\$	36,435	\$ 36,201
Shareholder's equity	\$	4,613	\$ 3,947
Total revenue	\$	8,277	\$ 7,282
Total expenses		7,611	 6,044
Net income	\$	666	\$ 1,238

#### 4. INVESTMENT IN LONSDALE ENERGY CORPORATION ("LEC") (con't)

Included in the City's consolidated statement of financial position is "Investment in Lonsdale Energy Corp." in the amount of \$4,613,000 (2020 - \$3,947,000) and a loan receivable in the amount of \$27,043,000 (note 5) (2020 - 26,518,000). Also, included in accounts receivable in the City's consolidated statement of financial position are receivables from LEC in the amount of \$668,000 (2020 - \$524,000).

#### 5. LOAN TO LONSDALE ENERGY CORPORATION ("LEC")

The loan receivable balance of \$27,043,000 (2020 - \$26,518,000) consists of the following interest bearing promissory notes:

On August 1, 2018, the City converted amounts due from LEC whereby LEC issued a 5 year promissory note to the City in the amount of \$33,661,966. The loan matures on August 1, 2023 and bears interest at 2.65% per annum. On July 15, 2019 and November 17, 2021, the City's Council authorized LEC to borrow an additional \$1,681,000 and \$290,000 respectively. These Promissory notes carry the same terms. The promissory notes to the City have been partially drawn upon with a balance owing at December 31, 2021 of \$27,043,000 (2020 - \$26,518,000).

All loans are due with a 12 month notice period and bear interest at 2.65% (2020 – 2.65%). Interest revenue of \$709,000 (2020 - \$693,000) and Dividend revenue of \$33,000 (2020 - \$34,000) has been included in the consolidated statement of operations.

At the maturity date of the loan to LEC, the City may, at its discretion, extend the terms of the loan in whole or in part or LEC may repay the loan in whole or in part using either internal or external financing.

#### 6. DEBT

The City has financed the expansion of LEC by assuming debt on behalf of LEC through the Municipal Finance Authority in accordance with the Community Charter. Debt principal is reported net of repayments and actuarial adjustments. The City carries no other long-term debt. The total debt issued, including future principal re-payments and actuarial adjustments on the net outstanding debt outstanding as at December 31, 2021 was \$237,098 (2020 - \$465,077).

Interest expense of \$6,000 (2020 - \$6,000) has been included in the Consolidated Statement of Operations. The interest rate on long-term debt is 0.3% per annum.

(a) The City has a revenue anticipation borrowing bylaw, 2020, No 8749 authorized to borrow up to \$35M to ensure the City is able to continue providing essential services to its citizens. There has been no drawdown on the facility (2020 - \$nil)

#### 7. EMPLOYEE FUTURE BENEFITS

#### (a) Sick and Severance

Employees of the City are entitled to payments related to unused sick leave and severance upon retirement or resignation after ten years of service. The amount recorded for these benefits is based on an actuarial valuation done by an independent firm of actuaries using a projected benefit actuarial valuation method pro-rated on services. The most recent actuarial valuation of the City's future benefits was completed as at December 31, 2021.

Information regarding the City's obligations for these benefits, including 100% of the North Vancouver City Library and its proportionate share of the North Vancouver Recreation Commission, and North Vancouver Museum and Archives Commission, is as follows:

	2021	2020
Benefit obligation - beginning of the year	\$ 8,505	\$ 7,815
Add: Current service costs	789	793
Interest on accrued benefit obligation	186	222
Less: Actuarial (gain) loss	(778)	598
Benefits paid	(796)	(923)
Benefit obligation - end of the year	\$ 7,906	\$ 8,505
Add: Unamortized actuarial gain	480	(276)
Accrued benefit liability - end of the year	\$ 8,386	\$ 8,229

The significant actuarial assumptions adopted in measuring the City's accrued benefit liability are as follows:

	2021	2020
Discount rates	2.50%	2.10%
Expected future inflation rates	2.00%	2.50%
Expected wage and salary increases	2.58% to 4.63%	2.58% to 4.63%

The unamortized actuarial gain is amortized over a period equal to the employees' average remaining service lifetime of eleven years for the City.

### (b) Council Retirement Stipend

Starting 2005, Council Members are entitled to a retirement stipend based on 9.98% of the individual's total indemnity received subsequent to 2002. These amounts are accrued as earned and recorded in accounts payable and accrued liabilities.

#### 8. TANGIBLE CAPITAL ASSETS

2021		Land		Land ovements		Parks	E	Buildings		achinery & Equipment	V	ehicles	in	frastructure		brary terials	in	Work Progress		Total
Cost																				
Balance as at December 31, 2020	\$	43,909	\$	82,357	\$	55,508	\$	141,793	\$	23,382	\$	11,867	\$	244,320	\$	929	\$	57,677	\$	661,742
Additions		1,000		11		149		7,897		1,134		1,391		7,990	$\mathbf{Z}$	236		71,357		91,165
Disposals		-		-		-		-		498	4	673		1,548		223		57,677		60,619
Balance as at December 31, 2021	\$	44,909	\$	82,368	\$	55,657	\$	149,690	\$	24,018	\$	12,585	\$	250,762	\$	942	\$	71,357	\$	692,288
Accumulated Depreciation																				
Balance as at December 31, 2020	\$	-	\$	16,655	\$	17,365	\$	66,996	\$	17,091	\$	6,491	\$	91,042	\$	477	\$	-	\$	216,117
Depreciation expense		-		2,428		1,916		5,479		1,541		692	4	4,830		213		-		17,099
Disposals		-		-		-		-		498		572		722		223		<u> </u>		2,015
Balance as at December 31, 2021	\$	-	\$	19,083	\$	19,281	\$	72,475	\$	18,134	\$	6,611	\$	95,150	\$	467	\$		\$	231,201
											7									
Net Book Value											◂									
December 31, 2021	\$	44,909	\$	63,285	\$	36,376	\$	77,215	\$	5,884	\$	5,974	\$	155,612	\$	475	\$	71,357	\$	461,087
															<b>.</b>					
2020		Land		Land		Parks	E	Buildings		achinery &	V	ehicles	In	frastru <b>cture</b>		brary	in	Work Progress		Total
2020 Cost		Land		Land ovements		Parks	E	Buildings		achinery & Equipment	٧	ehicles	ln	frastru <b>cture</b>		brary terials	in	Work Progress		Total
	\$	<b>Land</b> 38,909	lmpr		\$	<b>Parks</b> 50,357	\$	Buildings 126,685	i		V- \$	ehicles		frastructure 239,874	Ma			Progress	\$	Total 615,128
Cost	\$		lmpr	ovements					i	quipment	Ì				Ma	terials		Progress	\$	
Cost Balance as at December 31, 2019	\$	38,909	lmpr	76,101		50,357		126,685	i	21,584	Ì	11,327		239,874	Ma	terials 952		Progress 49,339	\$	615,128
Cost Balance as at December 31, 2019 Additions	_	38,909	Impr	76,101	\$	50,357 5,469		126,685	\$	21,584 2,007	Ì	11,327 810	\$	239,874 5,634	Ma \$	952 180	\$	49,339 57,677	•	615,128 98,141
Cost Balance as at December 31, 2019 Additions Disposals	_	38,909 5,000	Impr	76,101 6,256	\$	50,357 5,469 318	\$	126, <b>68</b> 5 15,108	\$	21,584 2,007 209	\$	11,327 810 270	\$	239,874 5,634 1,188	Ma \$	952 180 203	\$	49,339 57,677 49,339	•	615,128 98,141 51,527
Cost Balance as at December 31, 2019 Additions Disposals	_	38,909 5,000	Impr	76,101 6,256	\$	50,357 5,469 318	\$	126, <b>68</b> 5 15,108	\$	21,584 2,007 209	\$	11,327 810 270	\$	239,874 5,634 1,188	Ma \$	952 180 203	\$	49,339 57,677 49,339	•	615,128 98,141 51,527
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020	_	38,909 5,000 - 43,909	Impr	76,101 6,256	\$	50,357 5,469 318	\$	126, <b>68</b> 5 15,108	\$	21,584 2,007 209 23,382	\$	11,327 810 270	\$	239,874 5,634 1,188	<b>Ma</b> \$	952 180 203	\$	49,339 57,677 49,339	•	615,128 98,141 51,527
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020  Accumulated Depreciation	\$	38,909 5,000 - 43,909	Impr	76,101 6,256 - 82,357	\$	50,357 5,469 318 55,508	\$	126,685 15,108 141,793	\$	21,584 2,007 209 23,382	\$	11,327 810 270 11,867	\$	239,874 5,634 1,188 244,320	<b>Ma</b> \$	952 180 203 929	\$	49,339 57,677 49,339	•	615,128 98,141 51,527 661,742
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020  Accumulated Depreciation Balance as at December 31, 2019	\$	38,909 5,000 - 43,909	Impr	76,101 6,256 - 82,357	\$	50,357 5,469 318 55,508	\$	126,685 15,108 - 141,793 61,812	\$	21,584 2,007 209 23,382	\$	11,327 810 270 11,867	\$	239,874 5,634 1,188 244,320	<b>Ma</b> \$	952 180 203 929	\$	49,339 57,677 49,339 57,677	•	615,128 98,141 51,527 661,742
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020  Accumulated Depreciation Balance as at December 31, 2019 Depreciation expense	\$	38,909 5,000 - 43,909	Impr	76,101 6,256 - 82,357	\$	50,357 5,469 318 55,508	\$	126,685 15,108 - 141,793 61,812	\$	21,584 2,007 209 23,382 15,771 1,529	\$	11,327 810 270 11,867 6,088 620	\$	239,874 5,634 1,188 244,320 86,748 4,746	<b>Ma</b> \$ \$	952 180 203 929 465 215	\$	49,339 57,677 49,339 57,677	\$	615,128 98,141 51,527 661,742 201,035 16,413
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020  Accumulated Depreciation Balance as at December 31, 2019 Depreciation expense Disposals	\$	38,909 5,000 - 43,909	\$ \$	76,101 6,256 - 82,357 14,322 2,333	\$	50,357 5,469 318 55,508 15,829 1,786 250	\$ \$	126,685 15,108 141,793 61,812 5,184	\$ \$	21,584 2,007 209 23,382 15,771 1,529 209	\$ \$	11,327 810 270 11,867 6,088 620 217	\$	239,874 5,634 1,188 244,320 86,748 4,746 452	<b>Ma</b> \$ \$	952 180 203 929 465 215 203	\$	49,339 57,677 49,339 57,677	\$	615,128 98,141 51,527 661,742 201,035 16,413 1,331
Cost Balance as at December 31, 2019 Additions Disposals Balance as at December 31, 2020  Accumulated Depreciation Balance as at December 31, 2019 Depreciation expense Disposals	\$	38,909 5,000 - 43,909	\$ \$	76,101 6,256 - 82,357 14,322 2,333	\$	50,357 5,469 318 55,508 15,829 1,786 250	\$ \$	126,685 15,108 141,793 61,812 5,184	\$ \$	21,584 2,007 209 23,382 15,771 1,529 209	\$ \$	11,327 810 270 11,867 6,088 620 217	\$	239,874 5,634 1,188 244,320 86,748 4,746 452	<b>Ma</b> \$ \$	952 180 203 929 465 215 203	\$	49,339 57,677 49,339 57,677	\$	615,128 98,141 51,527 661,742 201,035 16,413 1,331
Cost  Balance as at December 31, 2019 Additions Disposals  Balance as at December 31, 2020  Accumulated Depreciation  Balance as at December 31, 2019 Depreciation expense Disposals  Balance as at December 31, 2020	\$	38,909 5,000 - 43,909	\$ \$ \$	76,101 6,256 - 82,357 14,322 2,333	\$ \$	50,357 5,469 318 55,508 15,829 1,786 250	\$ \$	126,685 15,108 141,793 61,812 5,184	\$ \$ \$	21,584 2,007 209 23,382 15,771 1,529 209	\$ \$	11,327 810 270 11,867 6,088 620 217	\$	239,874 5,634 1,188 244,320 86,748 4,746 452 91,042	<b>Ma</b> \$ \$	952 180 203 929 465 215 203	\$	49,339 57,677 49,339 57,677	\$	615,128 98,141 51,527 661,742 201,035 16,413 1,331

#### (a) Work in Progress

Work in progress having a cost of \$71,357,000 (2020 - \$57,677,000) has not been amortized. Amortization of these assets will commence when the asset is in service.

#### (b) Developer Contributed Tangible Capital Assets and Other Transfers

Developer contributed tangible capital assets and other transfers of \$737,000 (2020 - \$14,499,000) have been recognized during the year.

#### 9. ACCUMULATED SURPLUS

	 2021	2020
Current Funds – general, water and sewer	\$ 51,719	\$ 46,081
Reserve fund	100,376	107,826
Capital fund	 481,014	462,418
Accumulated surplus, end of year	\$ 633,109	\$ 616,325

### (a) Current Funds – general, water and sewer

	20	021	20	20
Appropriated:				
General funds	\$	17,408	\$	14,247
General funds – COVID-19 Grant		4,118		5,359
Water fund		2,547		1,975
Sewer fund		11,508		9,825
Unappropriated:				
General funds		14,002		13,270
Water funds		1,446		715
Sewer fund		690		690
	\$	51,719	\$	46,081



# 9. ACCUMULATED SURPLUS (con't)

#### (b) Reserve Funds

(b) Reserve runds					
	Balance	Contributions	Earnings	Less	Balance
	December 31, 2020	& Transfers		Expenditures	December 31, 2021
	-				
Machinery and Equipment					
Engineering	\$ 3,550			\$ 998	\$ 3,295
Fire	730	2,137	9	2,608	268
General	63	-	8	6	65
Computer	117	38	2	50	107
Building	277	-	5	46	236
Local Improvements	794	3	19	36	780
Affordable Housing	6,305	670	117	108	6,984
Tax Sale Lands	35,636	-	649	1,709	34,576
Waterworks	4,691	-	83	-	4,774
Parking	-	219	130	8	341
Civic Amenity	51,701	5,281	2,834	14,855	44,961
Justice Administration Accommodation	126	-	2	48	80
Streets DCC	-	1,173	-	1,173	-
Parks DCC	-	1,569	-	1,569	-
Lower Lonsdale Amenity	70	-	-	62	8
Lower Lonsdale Legacy	2,662	-	47	78	2,631
Infrastructure	166	-	755	652	269
Public Art	504	85	10	-	599
Marine Drive Community Amenity	_	-	-	-	-
Sustainable Transportation	187	88	3	114	164
Carbon Fund	247	90	4	103	238
Water DCC	-	-	-	-	-
Sanitary DCC	-	-		-	-
Drainage DCC	_	-	-	-	-
Total	\$ 107,826	\$ 11,830	\$ 4,943	\$ 24,223	\$ 100,376

### (c) Capital Fund

	 2021	 2020
Capital fund		
Invested in tangible capital assets	\$ <b>46</b> 1,087	\$ 445,625
Appropriated Capital funds	19,927	 16,793
	\$ 481,014	\$ 462,418

#### 10. COMMITMENTS AND CONTINGENCIES

#### (a) Property Taxes

The City is obliged to levy, collect and remit property taxes on behalf of, and to finance the arrears of property taxes of, other bodies as follows:

	 2021	2020	
Total tax collected	\$ 125,024	\$ 107,308	
Lance Callertians for and assertions to allow health			
Less Collections for and remittances to other bodies			
Provincial Government - Schools	\$ 41,917	\$ 28,135	
Greater Vancouver Regional District	1,935	1,719	
Greater Vancouver Transportation Authority	10,033	9,499	
British Columbia Assessment Authority	1,565	1,525	
Municipal Finance Authority	7	7	
BIA Lower Lonsdale Society	511	495	
	\$ 55,968	\$ 41,380	
Property Value Tax	\$ 69,056	\$ 65,928	

#### (b) Pension Liability

The City and its employees contribute to the Municipal Pension Plan (a jointly trusteed pension plan). The board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of assets and administration of benefits. The plan is a multi-employer defined benefit pension plan. Basic pension benefits are based on a formula. As at December 31, 2020, the plan has about 220,000 active members and approximately 112,000 retired members. Active members include approximately 42,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry- age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent actuarial valuation for the Municipal Pension Plan as at December 31, 2018, indicated a \$2,866 million funding surplus for basic pension benefits on a going concern basis.

The City paid \$4,521,000 (2020 - \$4,385,000) for employer contributions to the plan in fiscal 2021.

The next valuation will be as at December 31, 2021, with results available in 2022.

#### (b) Pension Liability (con't)

Employers participating in the plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plan records accrued liabilities and accrued assets for the plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plan.

#### (c) Contingent Liabilities

The City is currently engaged in or party to certain legal actions, assessment appeals and other existing conditions involving uncertainty which may result in material loss. A reasonable estimate of these future liabilities has been made where possible and is recorded in the financial statements as a liability. Where the outcomes or amounts or losses are uncertain management has determined that there are no potential material amounts involved.

#### (d) E-Comm

The City is a member of Emergency Communications for British Columbia, Incorporated ("E-Comm"), an organization comprised predominately of member municipalities, for the purpose of providing emergency dispatch services. The City is represented on the board and as a class "A" shareholder has voting rights should the organization want to incur additional debt.

The E-Comm facility was constructed using debt as a financing mechanism and members are liable for a proportionate share of that debt. This debt is repaid by members through annual fees charged by E-Comm. Should E-Comm dissolve, the members would be liable for a proportionate share of any residual debt. Alternatively, should members choose to opt out of E-Comm they would be liable for a proportionate share of debt at the time of withdrawal.

The City holds 2 class "A" shares and one class "B" share.

#### (e) Contractual Obligations

As at December 31, 2021 the City had entered into various construction contracts for a total outstanding value of \$10.7M.

#### (f) Construction Loan Guarantee

On February 14, 2017 the City entered an agreement as a loan guarantor for the British Columbia Photography and Media Society for a demand construction bridge loan to a maximum of \$5M not to exceed five years.

#### 11. TRUST FUNDS

Certain assets have been conveyed or assigned to the City to be administered as directed by an agreement or statute. The City holds the assets for the benefit of, and stands in a fiduciary relationship to, the beneficiary. The Cemetery Trust Fund, totaling \$3,437,000 (2020 - \$3,201,000), which is administered by the City, has not been included with the City's accounts.

#### 12. SEGMENTED INFORMATION

The City is a diversified municipal government entity in the Province of British Columbia that provides a wide range of services to its citizens. Certain functional areas have been combined and separately disclosed in the segmented information. The segments and the services they provide are as follows:

#### **General Government**

General Government provides the administrative and legislative services that support the various sectors of the City. Functions include financial planning and reporting, economic development and legislative services.

#### **Transportation and Transit**

The Transportation division aims to provide enhanced access to public transit, safe pedestrian and cyclist routes, enable accessible transportation for people with limited mobility and maintain existing infrastructure. These goals are achieved through street design, traffic signals and signs, street lighting and road maintenance activities.

#### Health, Social Services and Housing

Health, Social Services and Housing encompasses a wide variety of City funded initiatives aimed at supporting the social structure and sustainability of the community. Included are cemetery operations, youth and family support services, seniors programs and homeless prevention initiatives.

#### **Development Services**

Development Services' focus is community planning, which includes land use guidelines, the management of City owned lands, heritage planning and development of the City's official community plan.

#### **Protective Services**

Protective Services is comprised of the North Vancouver RCMP detachment, the North Vancouver City Fire Department and bylaw enforcement. The North Vancouver RCMP detachment plays an integral role in the protection of North Vancouver residents and their property through crime prevention and detection, emergency response and victim services. The North Vancouver City Fire Department is responsible to provide fire suppression service, fire prevention services and fire safety education.

#### Parks, Recreation and Culture

Parks, Recreation and Culture provides access to recreation facilities, the operation and maintenance of the City's many parks and trails, the North Vancouver City Library and the City's participation in the North Vancouver Museum and Archives and the North Vancouver Recreation and Culture Commission.

#### 12. SEGMENTED INFORMATION (con't)

#### **Water Utilities**

The Water Utility, in conjunction with Metro Vancouver, provides safe, clean, reliable water to the residents and businesses of the City of North Vancouver.

#### **Sewer Utilities**

The Sewer Utility collects waste water and transports it to trunk water mains and wastewater treatment plants operated by Metro Vancouver. In addition to the collection of wastewater, the Sewer Utility also manages the City's 150km storm sewerage system which diverts rainfall runoff from private property with an emphasis on flood prevention.

#### **Solid Waste**

The Solid Waste department provides curbside garbage, recycling and yard trimmings collection to the residents of the City of North Vancouver.

								Exp	ense	es						
			Wag	ges &		ods &									Ann	
	Re	evenues	Ben	efits	Sup	plies	Ser	rvices	Dep	reciation	Cap	oitalized	Total		Sur	olus(Deficit)
General government	\$	88,129	\$	16,482	\$	4,949	\$	1,123	\$	5,141	\$	(4,484)	\$	23,211	\$	64,918
Transportation and transit		4,401		3,096		1,095		12,831		3,399		(11,555)		8,866		(4,465)
Health, social services and housing		662		420		118		2,220		-		(34)		2,724		(2,062)
Development services		8,978		5,379		36		2,079		-		-		7,494		1,484
Protective services		1,590		18,809		3,469		8,127		674		(2,940)		28,139		(26,549)
Parks, recreation and culture		9,039		14,632		1,552	ч	18,234		6,239		(9,992)		30,665		(21,626)
Water utilities		13,579		2,076		8,026	1	2,343		851		(2,425)		10,871		2,708
Sewer utilities		14,225		1,784		281		10,228		795		(1,321)		11,767		2,458
Solid waste		3,081		1,478		79		1,606				-		3,163		(82)
2021	\$	143,684	\$	64,156	\$	19,605	\$	58,791	\$	17,099	\$	(32,751)	\$	126,900	\$	16,784
				$\overline{}$												
2020	\$	159,057	\$	59,158	\$	16,139	\$	60,679	\$	16,413	\$	(34,303)	\$	118,086	\$	40,971

#### 13. DEFERRED LEASE REVENUE

In 2020 the City entered into an agreement for the Harry Jerome Neighborhood Lands for a lease term of 99 years and included in Deferred Revenue is \$49.9M (2020 - \$51.9M).

#### 14. BUDGET FIGURES

The budget figures presented in these consolidated financial statements include 100% of the North Vancouver City Library and its proportionate share of the North Vancouver Recreation Commission, and North Vancouver Museum and Archives Commission. The financial plan was approved by Council as the Financial Plan for the Years 2021 to 2030 Bylaw, 2020, No. 8822 April 12th, 2021. The table below reconciles the approved budget to the budget figures reported.

			_	 nancial n Bylaw
Revenue	e per Statement of Operations		:	\$ 124,684
Less:	Budget Adjustments for Consolidation Transfers from Reserve Interagency Funds	(1,	,648) ,908) ,451)	(10,007)
Revenue	e per financial plan bylaw 8822		4	114,677
Expense	es per Statement of Operations			125,947
Add:				
Less:	Capital Expenditures Reserves for Non-Capital Projects Transfer to other funds		,195) ,694	(3,501)
2033.	Budget Adjustments for consolidation Interagency payments	(5,	(21) ,451)	(5,472)
Expense	es per financial plan bylaw 8822			116,974
Deficit fo	or the year			(2,298)
Reserve	es and capital:			
	Capital expenditures Depreciation Equity Transfers from reserves External contributions			(69,827) 16,800 (17,407) 52,281 20,451
Annual b	oudgeted Surplus per financial plan bylaw			\$ -

#### 15. COVID-19 IMPACT

Subsequent to the previous year end, the impact of COVID-19 in Canada and on the global economy increased significantly. As the impacts of COVID-19 continue, there could be specific impact on the City, its citizens, employees, suppliers and other third party business associates that could impact the timing and amounts realized on the City's assets and future ability to deliver services and projects. The full potential impact of COVID-19 on the City is unknown and cannot be reasonably estimated at this time.



# The Corporation of the City of North Vancouver Schedule A – Unaudited Year ended December 31, 2021 (tabular amounts in thousands of dollars)

SCHEDULE A: COVID-19 Safe Restart Grant

General funds – COVID-19 Safe Restart Grant	20	21
2020 Grant Funding Balance	\$	5,359
Grant Expenditure:		
Business Continuity		(300)
Community Resiliency & Recovery		(226)
City Services		(567)
Response & Emerging Issues		(148)
2021 Grant Funding Balance	\$	4.118









# The Corporation of THE CITY OF NORTH VANCOUVER PUBLIC SAFETY – BYLAW SERVICES

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Paul Duffy, Manager, Bylaw Services

Subject:

2021 BYLAW SERVICES OVERVIEW

Date:

April 27, 2022

File No: 01-0550-30-0001/2022

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

#### RECOMMENDATION

PURSUANT to the report of the Manager, Bylaw Services, dated April 27, 2022, entitled "2021 Bylaw Services Overview":

THAT the report of the Manager, Bylaw Services, dated April 27, 2022, entitled "2021 Bylaw Services Overview" be received for information.

#### SUMMARY

This report provides Council with an overview on Bylaw Enforcement activities in 2021. The goal of Bylaw Enforcement is to achieve compliance with municipal bylaws through fair, consistent, transparent and measured enforcement practices that support building a healthy, safe and prosperous community.

#### BACKGROUND

The year 2021 provided ongoing challenges and new opportunities as we navigated through new variants of COVID-19. Bylaw Services continued to respond to bylaw complaints, educate members of the public and gain compliance by assisting residents and businesses to make informed decisions based on the evolving Public Health Orders. With more residents working from home and the uncertainty caused by the pandemic, an increase in complaints were received. In 2021, 3,450 complaints were investigated, compared to 2,887 in 2020. The additional workload impacted the City's proactive parking statistics, as staff normally assigned to parking enforcement were redirected to Provincial Health Order education and additional parking complaints

Document: 2172431

REPORT: 2021 Bylaw Services Overview

Date: April 27, 2022

#### DISCUSSION

Bylaw Services consists of four categories of employees; each assigned different functions within the department. In addition to the Manager, Bylaw Services, there are nine full-time employees, two full-time Bylaw support/screening staff, two full-time parking enforcement staff, four full-time Bylaw Enforcement Officers and a Bylaw Supervisor. One temporary full-time position and a small pool of auxiliary staff supplement parking enforcement. Staff utilize two automatic licence plate reader vehicles that assist with parking enforcement and four additional vehicles that support the remaining staff.

Since 2016, Bylaw Enforcement Officers have provided enforcement services seven days per week, with extended hours ranging from 6:30am to 9:00pm. Bylaw support staff continue to provide services during standard City Hall operating hours, Monday to Friday from 8:30am to 5:00pm. The expanded coverage has enhanced staff response to a number of investigations, such as Sunday and after-hour construction complaints, on-street over-sized vehicle and recreational vehicle parking and animal control issues. After-hour complaints are monitored by the Manager, Bylaw Services, and addressed on a priority basis.

The City continues to see an increase in competition for curb space. Rapid Bus lanes, mobility lanes, ride-sharing, electric charging stations, curbside deliveries, scooters and e-bikes all compete for curb space, along with personal vehicles. In the past five years, Bylaw Services evolved by taking on additional enforcement roles, including a construction ambassador and a property use inspector. These changes impacted pro-active parking enforcement and contribute to a reduction in parking enforcement revenue.

Parking enforcement continues to account for a significant portion of the Bylaw Enforcement Officers' regular workload. In addition to routine parking enforcement of time and zone restricted areas, response to parking complaints from the public occurs on a daily basis. In 2021, Parking Enforcement Officers attended to 1,973 parking complaints; an increase of 33% from 1,476 parking complaints in 2020.

Table 1 provides data from parking related tickets issued in 2019, 2020 and 2021.

Table 1: Parking Related Ticket Data 2021

Bylaw Tickets Details	2019	2020	2021
Warning Tickets Issued	4,520	3,326	2,739
Total Tickets Issued Under Street and Traffic Bylaw	18,300	10,261	12,847
Total Tickets Issued Under Other Bylaws	175	263	220
Total Number of Bylaw Notices Issued (Tickets)	18,475	10,524	13,067
Total Bylaw Notices Paid	11,854	5,547	8,564
Total Bylaw Notices Unpaid	4,400	4,074	4,607
Total Tickets Voided (Errors/Lack of Evidence) *Included in unpaid total	2,221	903	1,465
Percentage of Bylaw Notices Paid	64.2%	57.6%	73.8%
Revenue Received from Collections <sup>1</sup>	\$8,738.83	\$12,415.62	\$65,081.96

<sup>&</sup>lt;sup>1</sup> Any tickets not paid after 34 days are forwarded to the collection agency.

REPORT: 2021 Bylaw Services Overview

Date: April 27, 2022

Bylaw Enforcement Officers enforce several different bylaws, along with the Street and Traffic Bylaw. Calls for service relate to any one of the following bylaws:

- Construction Regulation;
- Zoning (use of property, including structures and unapproved suites);
- Nuisance Abatement (unsightly and unsanitary conditions);
- Business Licence (assist Licence Inspector as required);
- Minimum Maintenance Standards (exterior physical condition of private property);
- Rental Premises Standards of Maintenance and Prevention of Nuisances (interior condition of residential rental properties and measures to mitigate rental property impacts on a neighbourhood);
- Rodent Control;
- Noise Control;
- Parks Regulation (animals at large, camps);
- Solid Waste Management Service (garbage pick-up, bins);
- Environmental Issues regulated through the Sewerage and Drainage Utility and the Stream and Drainage System Protection Bylaws (substances poured or draining into the City's catch basins);
- Wharf Regulation (crab traps, other activities);
- Smoking Regulation; and
- Real Property Regulation.

Table 2 provides data on bylaw complaints investigated in 2019, 2020 and 2021.

Table 2: Bylaw Complaint Data

Call-for-Service Description	2019	2020	2021
Minimum Maintenance (ence in disrepair)	4	3	0
Graffiti	18	27	27
Noise (Other than construction)	71	90	130
Construction Noise	121	166	172
Nuisance Abatement (Debris/untidy)	254	254	306
Parks (41 homeless camps in 2020 vs 73 in 2021)	19	64	110
2nd Cooking Facility/Unapproved Suites	70	58	71
Stream & Drainage	10	18	28
Standard of Maintenance	23	23	24
Sprinkling/Water	21	17	34
Street & City Land (Sidewalk obstructions)	236	224	163
COVID Complaints	n/a	183	120
Wharf Bylaw	1	5	2
Zoning Bylaw (Structures/setback)	9	10	13
Business Licences (Operating without a licence)	1	15	5
Total	858	1,157	1,205

**REPORT: 2021 Bylaw Services Overview** 

Date: April 27, 2022

Animal Control Services is regulated by the City through several bylaws (i.e. Dog Tax Regulation Bylaw, Small Creatures Limitation Bylaw and the Parks Regulation Bylaw). The majority of calls for service for animal control infractions relate to contraventions of the Dog Tax Regulation Bylaw, which regulates the keeping of dogs within the municipality. Animal Control Services deals almost exclusively with dogs.

Table 3 provides data on animal related complaints that were responded to by Bylaw staff in 2019, 2020 and 2021.

Table 3: Animal Complaint Data

Call-for-Service Description	2019	2020	2021
Stray Dogs Picked Up	12	9	9
Dogs Returned	11	8	7
Adopted Dogs	1	1	2
Dogs Euthanized	0	0	0
Off-Leash Education Interactions			
(City promotional dog leash	40	55	48
provided)			
Written Warning Tickets	3	2	8
Verbal Warnings	185	275	256
Tickets Issued	26	22	41
Dog Attack/Bites	39	37	42
Dogs Declared as Vicious	3	2	1
Noisy Dog Complaints	20	17	18
Dead Animal Picked Up	93	84	99
Chicken Complaints	0	1	0
TOTAL	433	513	531

Animal Control staff have been documenting their attendance at the 50+ parks within the City – in 2021, 1,185 patrols were recorded, 1,530 patrols in 2020 and 845 in 2019. Added patrols conducted on electric bicycles has extended and increased coverage.

Two Bylaw support/screening staff working at City Hall receive and respond to all email and phone calls from the public, create follow-up files for Bylaw Officers and conduct an initial review (screening) of any tickets that are in dispute. In 2021, staff worked through 478 ticket screenings, compared to 323 in 2020.

The City of North Vancouver utilizes a Bylaw Adjudication System that allows for the resolution of minor bylaw disputes at the local level, rather than through the Provincial Court system. Previously, anyone wishing to dispute a bylaw ticket had to appear in a BC Provincial Court, which can be an expensive, intimidating and time-consuming process. With the Bylaw Adjudication System, a provincially appointed adjudicator, centrally located at City Hall, hears all disputes. In 2021, the City held three adjudication hearings for 55 ticket disputes. This is an increase from 18 ticket disputes in 2020 due to the pandemic.

REPORT: 2021 Bylaw Services Overview

Date: April 27, 2022

### FINANCIAL IMPLICATIONS

The general goal of bylaw enforcement is compliance; ticket and fine revenue is a by-product of bylaw enforcement. Bylaw Services' role has changed significantly since 2016 when the duties were primarily parking enforcement and nuisance related. Bylaw staff, with the additional role of acting as construction ambassadors, also investigate zoning complaints. These additional duties have impacted ticket revenue and, while ticket revenue is not considered a primary goal, it does assist in off-setting enforcement costs.

### INTER-DEPARTMENTAL IMPLICATIONS

Bylaw Services staff work in collaboration with all of the City's internal departments and external agencies, utilizing a measured approach in addressing any issues that arise. Our partnerships include, but are not limited to:

- Building Inspections and Engineering Development Services staff, through the Construction Ambassador in a collective team approach, effectively manage the large construction sites in the City. This position has been very effective in dealing with the impacts of construction activity;
- Environment on initiatives/issues, including responding to dumping complaints near drainage systems, catch basins and creek;
- Engineering on traffic control efforts, with street occupancy/use data collection, date entry, monitoring of the Resident Exempt parking program and participating in the coordinated elementary school traffic safety campaigns;
- Planning Division staff when responding to Land Use or other Zoning Bylaw issues;
- Parks on complaints related to homeless camp clean-ups, off-leash dogs, etc.;
- Support for large festivals/events in the City; and,
- RCMP on homelessness, nuisance properties and COVID-19 Provincial Health Orders.

### STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

As the City continues to grow, there is an increased need to keep up with the pace of change and provide infrastructure that allows residents to move about as freely and seamlessly as possible. Bylaw staff continue to support the following City's priorities under the current Strategic Plan.

- "A Prosperous City" where parking management supports new and existing businesses.
- "A Connected City" where parking management enables a sustainable way for goods and services to move within the City.

"A City for the People" which is accessible to all.

RESPECTFULLY SUBMITTED:

Paul Duffy

Manager, Bylaw Services











# The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Larisa Lensink, Planner 2, Environmental Sustainability

Subject:

CLEANBC BETTER HOMES MUNICIPAL REBATE CONTRIBUTION

Date:

April 27, 2022

File No: 11-5280-14-0001/2022

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

### RECOMMENDATION

PURSUANT to the report of the Planner 2, Environmental Sustainability, dated April 27, 2022, entitled "CleanBC Better Homes Municipal Rebate Contribution":

THAT the City renew its commitment for another term to continue providing municipal top-up rebates through the CleanBC Better Homes Rebate program;

AND THAT the Mayor and Corporate Officer be authorized to sign the Municipal Contribution Agreement with the Province of BC and BC Hydro.

### **ATTACHMENTS**

 CleanBC Better Homes Program Municipal Contribution Agreement, April 2022 (CityDocs #2171817)

# SUMMARY

The purpose of this report is to seek direction from Council needed to carry forward a commitment of \$80,000 into a new Municipal Contribution Agreement with the Province and BC Hydro as the previous Agreement has now expired.

Document Number: 2171284 V1

### BACKGROUND

Since 2018, the City has been providing municipal top-up rebates through the Province's CleanBC Better Homes Rebate Program to support City residents in completing low carbon home energy retrofits. The Program offers a range of rebates for energy efficiency and fuel-switching upgrades to reduce greenhouse gas emissions from existing buildings. The City promotes the rebates through the Jump on a New Heat Pump program, in partnership with the Districts of North and West Vancouver. The rebates and top-up rebates are accessed through the Province's CleanBC Better Homes Rebate Program and administered by BC Hydro, through a Municipal Contribution Agreement. The City's top-up rebates and associated Jump on a New Heat Pump promotional campaign has evolved over time as follows:

- 2018: \$20,000 committed from the Capital Plan for initial Agreement
- 2021: Jump on a New Heat Pump campaign launched in partnership with the Districts of North and West Vancouver to build more awareness and increase rebate uptake
- 2022: New Agreement to reflect federal Greener Homes Program providing free energy assessments and to carry forward City commitment of \$80,000, reflected in the June 2021 amended Agreement (Attachment #1)

The following table outlines the rebates currently available to City residents, including the City's top-up rebates:

Upgrade	CleanBC Rebate	City Top- Up Rebate	Combined Rebate Value
Heat pump replacing fossil fuel- powered space heating system	Up to \$6,000	\$2,000	Up to \$8,000
Heat pump replacing fossil fuel- powered water heating system	\$1,000	\$1,000	\$2,000
Electrical service upgrade required for installation of electric space or water heating system	\$500	\$500	\$1,000

The City coordinates with the Districts of North and West Vancouver to provide heat pump top-up rebates that are consistent in value to residents across the North Shore. To date, \$26,250 in top-up rebates have been accessed by City residents, representing thirteen fuel-switching heat pump installations.

### DISCUSSION

To continue providing top-up rebates through the Province's CleanBC Better Homes Rebate Program, a new Municipal Contribution Agreement with the Province and BC Hydro is needed, as the City's current Agreement has come to the end of its term. The new Agreement maintains the City's current commitment of \$80,000 (\$53,750 in remaining funds) and has an end date of March 31, 2024.

REPORT: CleanBC Better Homes Municipal Rebate Contribution Date: April 27, 2022

### FINANCIAL IMPLICATIONS

The remaining amount of City's contribution commitment of \$80,000 can be accommodated within the existing appropriated funds of the Environment Strategy Implementation Project.

# STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

Supporting low carbon retrofits is a quick-win action identified in the Climate and Environment Strategy to reduce greenhouse gas emissions from existing buildings, a key strategy in achieving the City's climate targets and in advancing Council's Livable City priority.

RESPECTFULLY SUBMITTED:

Larisa Lensink

Planner 2, Environmental Sustainability

### **CLEANBC BETTER HOMES and HOME RENOVATION REBATE PROGRAM**

### MUNICIPAL CONTRIBUTION AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made effective as of the 1st day of April, 2022 (the "**Effective Date**").

### AMONG:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a British Columbia Crown Corporation with its head office at 333 Dunsmuir Street, Vancouver, BC V6B 5R3

(hereinafter "BC Hydro")

### AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of ENERGY, MINES AND LOW CARBON INNOVATION, ENERGY EFFICIENCY BRANCH, having an office at 1810 Blanshard Street, Victoria, BC V8T 4J1

(the "Province")

### AND:

**CITY OF NORTH VANCOUVER**, having an office at 141 West 14<sup>th</sup> Street, North Vancouver, BC, V7M 1H9

(hereinafter the "Municipality")

### WHEREAS:

- A. The Province has engaged BC Hydro (the "**Program Delivery Provider**") to administer the Province's program currently referred to as CleanBC Better Homes (previously referred to as the CleanBC Better Homes Program) (the "**Program**"), which is integrated with the Program Delivery Provider's Home Renovation Rebate Program (the "**Home Renovation Program**").
- B. The goal of the Program is to reduce the energy consumption and greenhouse gas (GHG) emissions of participants by providing them with financial incentives to undertake energy efficiency and electrification upgrades.
- C. The Municipality wishes to participate in the Program by providing additional funding to participants that reside within the legal boundary of the Municipality and are eligible for the energy efficiency and electrification incentives under the Program, as more particularly described in Schedule A ("Municipal Offers").

NOW THEREFORE, in consideration of the promises and mutual agreements between the parties hereto and for other good and valuable consideration, the parties hereto agree as follows:

### 1) Program

a) The Program Delivery Provider shall be responsible for implementing and administering the Program, including the Municipal Offers, all in accordance with the terms and conditions of the Program and the Home Renovation Program.

- b) The Program Delivery Provider will pay the Municipal Offer to eligible Program participants and be entitled to reimbursement from the Municipality in accordance with section 5.
- c) Despite the Municipality providing the Municipal Offers, the parties agree the Program Delivery Provider will manage the customer interface and relationship, and despite any consent obtained from the customer with respect to the disclosure of their personal information (as that term is defined in the Freedom of Information and Protection of Privacy Act ("FOIPPA")), the Municipality will not receive or have control of, for the purpose of the FOIPPA, the personal information held by the Program Delivery Provider. In the event the Municipality receives any such personal information, the Municipality will be subject to the privacy obligations set out in section 3.

### 2) Funding

The Municipality has or will contribute funding to the Program for measures specified in Schedule A that shall not in any circumstances whatsoever exceed \$80,000, in accordance with the following funding contribution schedule.

Contribution Date	Contribution Amount
September 28, 2018	\$20,000
May 1, 2021	\$60,000
Total	\$80,000

The Program Delivery Provider will manage the funding and when the funding is exhausted, the Municipal Offer will no longer be available to participants in the Municipality unless this agreement is amended to reflect additional funding. All of the funding will be applied and allocated within the Program solely for funding Municipal Offers. Any funding provided for the Program prior to the Effective Date will be applied to this Agreement.

### 3) Records and Reporting

- a) During the Term (as hereinafter defined), and subject to applicable laws, the Program Delivery Provider will provide the Municipality with quarterly written reports, in a form to be determined by the Program Delivery Provider, concerning Program participation to the extent that participation relates to Municipal Offers within the legal boundaries of the Municipality, including a statement verifying participants are within the legal boundary of the municipality; housing type, housing age, incentive dollars, measure counts and pre-retrofit fuel source for energy efficiency and electrification measures.
- b) Despite the foregoing, the parties acknowledge and agree that the data provided to the Municipality will be aggregate and/or anonymized data only.
- c) If the Municipality receives personal information, the Municipality shall only retain and use such information for the limited purpose for which it was disclosed to the Municipality and will not disclose such information to any third parties without the express written consent of the Program Delivery Provider. Except when otherwise required by applicable laws, including the *Information Management Act* (British Columbia), the Municipality shall return, destroy and/or delete all records, in any medium, that contain personal information within thirty (30) days of written request from the Program Delivery Provider to do so, or in any event, within one (1) year following the end of the Term. The Municipality shall ensure the personal information is handled by the Municipality in a manner that complies with this Agreement and all applicable laws, and except when otherwise required by applicable laws, the Program Delivery Provider's privacy policies.

### 4) Advertising and Promotion

The Municipality will not use the Province's and/or Program Delivery Provider's names, logos, marks, or any other intellectual property owned or otherwise held by the Province and/or Program Delivery Provider, in order to promote or market the Program unless the Municipality obtains prior written approval from the Province and/or Program Delivery Provider and such use by the Municipality is in accordance with any terms, conditions and specifications required by the Province and/or Program Delivery Provider.

### 5) Payment and Invoicing

Concurrent with a quarterly report provided under section 3, the Program Delivery Provider will submit an invoice to the Municipality identifying the Municipal Offers paid to eligible participants by the Program Delivery Provider during the reporting period for reimbursement. The Municipality will pay each invoice within 30 days of their delivery to the Municipality. The Program Delivery Provider will pay their customers directly, within 90 days of receipt of required deliverables from the customer, subject to approval, verification and inspection. The Municipality will receive a final invoice nine (9) months after the term end date.

### 6) Term and Termination

This Agreement shall commence as of the date first written above and shall automatically terminate on **March 31, 2024** (the "**Term**"). Notwithstanding the foregoing, any party hereto may terminate this Agreement with 90 days prior written notice to the other parties hereto for any reason. If this Agreement is terminated prior to the expiry of the Term, the parties will pay all amounts accrued or committed to be paid under the Program up to the applicable termination date. At any time prior to the end of the Term, the parties may, upon mutual written agreement, renew such Term for further successive periods of one year each. Notwithstanding the foregoing, this Agreement shall automatically terminate upon termination of the Program for any reason whatsoever.

The Municipality acknowledges that BC Hydro is a "public utility" as defined in the *Utilities Commission Act* (British Columbia), and that this Agreement and the supply of funding to support it may be subject to approval by the British Columbia Utilities Commission (the "**BCUC**"). In the event that support for BC Hydro's funding of the Program, or this Agreement, is challenged, withdrawn, or denied by the BCUC, BC Hydro may terminate this Agreement without damages or penalty whatsoever by giving the other parties thirty (30) days' advance written notice.

### 7) Release

Each party hereto acknowledges and agrees that the other parties, not being the designer, manufacturer, builder or installer of any of the energy efficiency or GHG reduction measures recommended or incorporated under the Program (including the Municipal Offers), makes no representations or warranties, express or implied, of any kind in respect to the energy efficiency or GHG reduction impact of any equipment or measures recommended, installed or incorporated under the Program, including, without limitation, as to fitness for the purpose or effectiveness of the energy efficiency or GHG reduction measures incorporated under the Program and no party hereto is responsible to the other parties, and each party hereby releases the other parties, for any claim, cause of action, loss and damages arising from the installation, operation or maintenance of such measures.

### 8) Freedom of Information and Protection of Privacy

The Municipality shall ensure that all personal information that is collected, used, or disclosed by the Municipality pursuant to this Agreement is done so in accordance with all applicable privacy laws including, the British Columbia Freedom of Information and Protection of Privacy Act and Schedule B attached hereto.

### 9) Notices

A notice that any party hereto may be required or may desire to give any other party, including invoices, will be in writing and will be given to and received by the addressee on the day when it is delivered, by hand, by courier, by registered mail, or by electronic mail at the following addresses:

In the case of notices to BC Hydro:

BC Hydro Conservation and Energy Management 333 Dunsmuir Street, 5<sup>th</sup> Floor Vancouver, BC V6B 5R3

E-mail: kari.montrichard@bchydro.com

Attention: Kari Montrichard

In the case of notices to the Province:

BC Ministry of Energy, Mines and Low Carbon Innovation Energy Efficiency Branch, PO Box 9314 Stn Prov Govt Victoria, BC V8W 9N1

E-mail: katherine.muncaster@gov.bc.ca

Attention: Katherine Muncaster

In the case of notices to the Municipality:

City of North Vancouver 141 West 14<sup>th</sup> Street North Vancouver, BC V7M 1H9

Email: <a href="mailto:llensink@cnv.org">llensink@cnv.org</a>
Attention: Larisa Lensink

Any party may from time to time change its address for notices or communications under this Agreement by giving a notice in writing to the other party.

### 10) Dispute Resolution

- a) Except as expressly otherwise provided in this Agreement, all disputes, questions or controversies arising out of or connected with this Agreement and the business relationship arising from this Agreement (individually, a "Dispute" and collectively, "Disputes") shall be resolved as provided in this section.
- b) Where a Dispute arises, each party will within two days after receiving from or delivering to the other parties written notice of dispute (a "Dispute Notice") setting out the matters in dispute, designate one of its senior management as its representative for the purposes of attempting to negotiate a resolution. The representatives so appointed shall meet and attempt to resolve the Dispute.
- c) Any Dispute that has not been resolved within 20 days of the receipt of a Dispute Notice shall be referred to and finally determined by arbitration. There shall be a single arbitrator, provided that, if the parties cannot agree on a person to be appointed as the single arbitrator within 14 days prior to the commencement of the arbitration, then the number of arbitrators will be five, one appointed by each of BC Hydro, the Province and the Municipality (the "party appointees") no later than 10 days prior to the commencement of the arbitration, and the fifth arbitrator appointed by the party appointees. The arbitration shall be conducted in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Victoria, British Columbia, unless otherwise agreed to by the parties. Unless the arbitrator(s) decide otherwise, each party

shall bear its own costs relating to the production of expert evidence and legal representation, and all other costs of the arbitration shall be shared equally. An award or determination of the arbitrator or arbitrators or any three of the five arbitrators shall be binding upon the parties hereto, their successors and assigns.

### 11) General Provisions

a) The following schedules are attached to, and form an integral part of, this Agreement:

Schedule A – Municipal Offers

Schedule B – BC Hydro Privacy Protection Schedule

- b) Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, employment or agency relationship among the parties hereto.
- c) This Agreement shall operate and take effect for the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. No party hereto may assign this Agreement, whether in whole or in part, without the prior written consent of the other parties.
- d) This Agreement may not be modified or amended except by an instrument in writing signed by all the parties hereto or their successors or permitted assigns.
- e) This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- f) Notwithstanding any other term or condition of this Agreement to the contrary, sections 7, 8, 9, 10 and 11 hereof, shall survive the expiry or termination of all or any part of this Agreement and the Program.
- g) Time is of the essence in this Agreement.
- h) This Agreement embodies the entire Agreement between the parties with regard to the subject matters dealt with herein, and no understanding or agreements, oral or otherwise, exist between the parties hereto except as contained in this Agreement.
- i) Each of the parties to this Agreement will execute and deliver all further documents and instruments and do all further acts and things as may be reasonably required to evidence, carry out and give full effect to the terms and conditions of this Agreement.
- j) If any provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- k) No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.
- I) The Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement by their duly authorized representatives effective on the date and year first written above.

# By: Katherine Muncaster Director, Energy Efficiency Branch By: By: By: By: By: By: By: By: By:

Karla Graham Corporate Officer

Linda Buchanan

Mayor

# **SCHEDULE A**

# **Municipal Offers**

Activities	Municipal Offer (\$/participant)	Offer Selection	Offer Start Date	Offer End Date
Electrical Service Upgrade	\$500	x	October 1, 2019	March 31, 2024
Heat Pump Water Heater Fuel Switching				
Heat Pump Water Heater Option 1	\$350			
Heat Pump Water Heater Option 2	\$1,000	х	October 1, 2019	March 31, 2024
Contractor Spiff Fuel Switching Heat Pump				
Contractor Spiff Option 1	\$50	x	September 28, 2019 (retroactive)	March 31, 2024
Contractor Spiff Option 2	\$300			
Heat Pump Fuel Switching				
Heat Pump Option 1	\$350			
Heat Pump Option 2	\$2,000	x	October 1, 2019	March 31, 2024

### **SCHEDULE B**

### **BC HYDRO PRIVACY PROTECTION SCHEDULE**

British Columbia Hydro and Power Authority ("BC Hydro") is a Crown Corporation owned by the Province of British Columbia. As a Crown Corporation, BC Hydro is required by law to strictly adhere to the Freedom of Information and Protection of Privacy Act of British Columbia, and this Schedule, sets out the statutory requirements that must be met by all Contractors/services as it relates to personal information. This Schedule forms part of the Municipal Contribution Agreement (the "Agreement") among BC Hydro, the Province of British Columbia and the City of North Vancouver. This Schedule is applicable to BC Hydro and the Municipality (the "Contractor") only.

### **Definitions**

- 1. In this Schedule,
  - (a) "Act" means the Freedom of Information and Protection of Privacy Act including any regulation made under it:
  - (b) "Commissioner" means the British Columbia Information and Privacy Commissioner;
  - (c) "Personal Information" means recorded information about an identifiable individual, other than contact information, collected, created or accessible by the Contractor as a result of the Agreement, or any previous agreement between BC Hydro and the Contractor dealing with the same subject matter as the Agreement;
  - (d) "Privacy Course" means BC Hydro's training materials;
  - (e) "Service Provider" means a person retained under a contract to provide services to a public body and includes the Contractor;
  - (f) "Unauthorized Disclosure of Personal Information" means a disclosure of personal information that is not authorized under the Act.

### Purpose

- 2. The purpose of this Schedule is to:
  - (a) enable BC Hydro to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to Personal Information.

### **Acknowledgements and Compliance with the Act**

- 3. The Contractor acknowledges and agrees that:
  - (a) The Contractor will familiarize itself with, and comply with, those provisions in the Act that apply to Service Providers, including without limitation the restrictions on the collection, use, and disclosure of personal information;
  - (b) It will provide BC Hydro with such information as may be reasonably requested by BC Hydro to confirm the Contractor's compliance with this Schedule; and
  - (c) All Personal Information under the control or in the custody of the Contractor remains under the control of BC Hydro, unless the Agreement otherwise specifies.

### **Collection of Personal Information**

- 4. The Contractor shall only collect Personal Information that relates directly to and is necessary for the performance of the Contractor's obligations, or for the exercise of the Contractor's rights under the Agreement, unless the Agreement otherwise specifies or BC Hydro otherwise consents in writing.
- 5. If the services rendered under the Agreement require collection of Personal Information, the Contractor shall collect Personal Information directly from the individual the Personal Information is about unless the Agreement otherwise specifies or BC Hydro otherwise consents in writing.

6. If the services rendered under the Agreement require collection of Personal Information, the Contractor shall tell an individual from whom the Contractor collects Personal Information the reason for collection, its legal authority for collection, and the contact information of the BC Hydro Representative that can answer inquiries from that individual.

### **Privacy Training**

- 7. The Contractor shall ensure that its personnel providing services under the Agreement involving the collection, use or disclosure of Personal Information complete the Privacy Course at the Contractor's expense, prior to providing those services.
- 8. Clause 7 only applies to the Contractor's personnel who have not previously completed the Privacy Course. Completion of the Province of British Columbia's privacy training course or a similar training course provided by the Municipality is considered equivalent to completing BC Hydro's Privacy Course.

# **Accuracy of Personal Information**

- 9. The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any Personal Information it collects and uses to make a decision that directly affects the individual whose personal information is being collected or used.
- 10. The Contractor shall make every reasonable effort to maintain the accuracy and completeness of any Personal Information it collects or uses as part of the services rendered under the Agreement.

## Requests for Access to Personal Information

11. If the Contractor receives a request for access to Personal Information from a person other than BC Hydro, the Contractor shall promptly advise the person to make the request to BC Hydro unless the Agreement expressly requires the Contractor to provide such access and, if BC Hydro has provided the Contractor with the name and contact information of a BC Hydro representative to whom such requests are to be made, the Contractor shall also promptly provide that person's name and contact information to the person making the request.

### **Correction of Personal Information**

- 12. The Contractor shall annotate or correct Personal Information received from BC Hydro within 5 Business Days of receiving a written direction from BC Hydro to correct or annotate such Personal Information.
- 13. BC Hydro shall advise the Contractor of the date of the correction request when issuing a written direction under clause 12 so that the Contractor can comply with section 14.
- 14. Within 5 Business Days of correcting or annotating such Personal Information as required in clause 12, the Contractor shall provide the corrected or annotated Personal Information to any party that received the Personal Information from the Contractor in the one year period prior to the date of the correction request.
- 15. If the Contractor receives a request for correction of Personal Information from a person other than BC Hydro, the Contractor shall promptly advise the person to make the request to BC Hydro. If the Contractor has the contact information of a BC Hydro representative to whom such requests are to be made, the Contractor shall also promptly provide that person's contact information to the person making the request.

### **Protection of Personal Information**

16. The Contractor shall ensure that all Personal Information is securely segregated, that the data integrity of the Personal Information is preserved, and that all reasonable security arrangements are implemented to guard against unauthorized collection, use, disclosure or disposal of Personal Information, and in addition shall implement all security arrangements that may be set out in the Agreement.

### **Storage and Access to Personal Information**

17. The Contractor must obtain written consent from BC Hydro prior to using any service, system or third party that stores Personal Information outside of Canada.

- 18. The Contractor must comply with the requirements under the Act concerning storage of Personal Information outside of Canada, including, if required by BC Hydro, by supporting BC Hydro with completion of such assessments as may be required by law.
- 19. The Contractor must not change the location where Personal Information is stored without receiving prior written consent from BC Hydro.
- 20. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to Personal Information, including a list of all persons that access any Personal Information. The Contractor will provide a copy of the access log to BC Hydro upon request.

### **Retention of Personal Information**

21. The Contractor shall retain Personal Information for a minimum period of one year if it was used to make a decision that directly affects the individual whose Personal Information was used or as specified in the Agreement.

### **Use of Personal Information**

- 22. The Contractor shall only use Personal Information for the performance of the Contractor's obligations, or the exercise of the Contractor's rights under the Agreement, unless BC Hydro otherwise consents in writing.
- 23. The Contractor shall not anonymize, aggregate or alter Personal Information for any reason unless otherwise specified in the Agreement, or unless BC Hydro consents in writing.

### Disclosure of Personal Information

- 24. Subject to clause 17, the Contractor shall only disclose Personal Information for the performance of the Contractor's obligations and rights, under the Agreement, unless BC Hydro otherwise consents or directs in writing.
- 25. The Contractor shall not provide Personal Information, of any nature or kind in any manner whatsoever, to third parties, unless otherwise specified in the Agreement or unless BC Hydro otherwise consents in writing.

### Metadata

26. Where the Contractor has or generates metadata that is Personal Information as a result of services provided to BC Hydro, the Contractor will not use the metadata or disclose it to any other party except where the Agreement otherwise specifies or BC Hydro otherwise consents or directs in writing, and shall remove or destroy all individual identifiers, if practicable.

### **Notice of Unauthorized Disclosure**

27. If the Contractor becomes aware of a possible or an actual Unauthorized Disclosure of Personal Information, the Contractor will immediately notify BC Hydro and provide all details that BC Hydro may request pertinent to the Unauthorized Disclosure of Personal Information.

### **Whistle-Blower Protection**

- 28. The Contractor must not dismiss, suspend, demote, discipline, harass or otherwise disadvantage an employee of the Contractor, or deny that employee a benefit because:
  - (a) the employee, acting in good faith and on the basis of reasonable belief, has disclosed to the Commissioner that the Contractor or any other person has contravened or is about to contravene the Act;
  - (b) the employee, acting in good faith and on the basis of reasonable belief, has done or stated an intention of doing anything that is required to be done in order to have any person contravene the Act:
  - (c) the employee, acting in good faith and on the basis of reasonable belief, has refused to do or stated an intention of refusing to do anything that is in contravention of the Act; and
  - (d) the Contractor believes that an employee will do anything described in (a), (b) or (c).

### **Notice of Non-Compliance**

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor shall promptly notify BC Hydro of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated noncompliance.

### **Termination of Agreement**

30. BC Hydro may immediately terminate the Agreement by giving written notice of termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in addition to any other rights of termination which BC Hydro may have under the Agreement or otherwise at law.

### Interpretation

- 31. Any reference to "Contractor" in this Schedule includes any subcontractor or agents retained by the Contractor to perform obligations under the Agreement and the Contractor shall ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
- 32. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 33. The Act and its regulations take priority over this Schedule, and in the event of any conflict between the two, the conflicting provisions in the Schedule will be inoperative to the extent of the conflict.
- 34. The Contractor shall comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.





# 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:

TERMINATION OF LAND USE CONTRACT & REZONING APPLICATION: 818-858 WEST 15<sup>TH</sup> STREET (POLYGON DEVELOPMENT 237 LTD. / SHIFT ARCHITECTURE, CD-745)

Date:

April 20, 2022

File No: 08-3400-20-0046/1

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

### RECOMMENDATION

PURSUANT to the report of the Planner 2, dated April 20, 2022, entitled "Termination of Land Use Contract & Rezoning Application: 818-858 West 15<sup>th</sup> Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745):

THAT "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street) be considered;

THAT the application submitted by Polygon Development 237 Ltd. / Shift Architecture, to rezone the property at 818-858 West 15<sup>th</sup> Street from Service Commercial (CS-1) Zone to Comprehensive Development (CD-745) Zone, 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;

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

Document Number: 2134079 V3

REPORT: Termination of Land Use Contract & Rezoning Application: 818-858 West 15th Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745)

Date: April 20, 2022

### **ATTACHMENTS**

- 1. Context Map (CityDocs 2087737)
- Land Use Contract, dated July 25, 1978 (CityDocs 2159234)
- 3. Architectural Plans, dated April 4, 2022 (CityDocs 2165782)
- 4. Landscape Plans, dated March 23, 2022 (CityDocs 2165781)
- 5. Advisory Design Panel Resolution, dated April 23, 2021 (CityDocs 2126331)
- Integrated Transportation Committee Resolution, dated October 20, 2021 (CityDocs 2110729)
- 7. Developer Information Session Summary (CityDocs 2154543)
- 8. "Land Use Contract Termination Bylaw 2022, No. 8925," (CityDocs 2164174)
- 9. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8896" (CityDocs 2147558)

### SUMMARY

The purpose of this report is to:

- present, for Council consideration, a rezoning application for 818-858 West 15th Street (the "subject site") to permit a six-storey mixed-use commercial and residential development; and
- terminate the existing Land Use Contract (LUC) over the subject site that is antiquated (Attachment #2).

Table 1. Project Information

Applicant:	Polygon Development 237 Ltd.
Architect:	Shift Architecture
Official Community Plan Designation:	Mixed Use Level 2 (MU2)
Existing Zoning:	Service Commercial (CS-1) (with land use contract)
Applicable Guidelines:	N/A

### DISCUSSION

# Site and Surrounding Uses

This 3,021 square metre (32,525.3 square feet) site is located mid-block along the 800 block of West 15th Street between Fell Avenue and Marine Drive. The subject site has a frontage of 76.3 metres (250.3 feet) along West 15th Street. The site is relatively flat with a gentle drop of 0.61 metres (2 feet) from northeast to southwest. The proposal would replace the existing one-storey commercial building. Surrounding uses are provided in table following.

REPORT: Termination of Land Use Contract & Rezoning Application: 818-858 West 15th Street (Polygon Development 237 Ltd. / Shift Architecture, CD-745)

Date: April 20, 2022

Table 2. Surrounding Uses

Direction	Address	Zoning	Description	OCP
North	809 West 16 <sup>th</sup> 827 West 16 <sup>th</sup> 855 West 16 <sup>th</sup>	CD Zones	3-storey strata 3-storey strata 4-storey strata	Residential Level 5 (Medium Density) Max.1.6 FSR with 1.0 FSR bonus density
South (across 15 <sup>th</sup> )	875 Marine 819-845 W 15 <sup>th</sup> 1451 Fell Ave	CD Zone CD Zones and CS-1 CD Zone	4-storey mixed use 1-2 storey commercial Salvation Army Thrift Store	Mixed-Use Level 2 (Medium Density) Max. 2.0 FSR with 0.5 FSR bonus density
East	814 West 15 <sup>th</sup>	CD Zone	2-storey commercial	Mixed-Use Level 2 (Medium Density) Max. 2.0 FSR with 0.5 FSR bonus density
West	860 West 15 <sup>th</sup>	CS-1 (Service Commercial)	1-storey commercial	Mixed-Use Level 2 (Medium Density) Max. 2.0 FSR with 0.5 FSR bonus density

# **Proposal**

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

Table 3: Development proposal overview

Element	Proposal
Density	2.5 FSR
Commercial Retail Space	Total of 1,020.8 square metres (10,988 square feet) or 0.34 FSR
Unit Mix	<ul> <li>90 residential strata units, including:</li> <li>65 one-bed units;</li> <li>15 two-bed units; and</li> <li>10 three-bed units (11%).</li> </ul>
Adaptable Units	25, Level 2 adaptable units (28%)

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Element	Proposal
Residential Amenity	Indoor – 100.8 square metres (1,084.8 square feet)
	Outdoor – 271.7 square metres (2,924.3 square feet)

# **Policy Context and Planning Analysis**

The subject site is designated Mixed Use Level 2 in the Official Community Plan (OCP). This designation allows for a mix of commercial and residential uses with a maximum density of 2.5 FSR (including 0.5 bonus FSR). A maximum height of 6 storeys is permitted.

# Termination of Land Use Contract

The property is subject to a Land Use Contract (LUC), which acts like zoning regulations for the subject site and takes precedence over existing zoning. The original LUC for the subject site was registered on title to the subject site in 1978 (Attachment #2).

The LUC is now obsolete as a land use regulation tool. Municipalities in British Columbia have until June 30, 2024 to review all remaining land use contracts and to consider or encourage potential termination and replacement efforts. Pursuant to the *Local Government Act* all land use contracts will be automatically terminated on June 30, 2024 and lands in BC subject to an LUC will revert to the underlying zoning. In accordance with Section 546(2)(a) of the *Local Government Act*, a LUC can be terminated by bylaw, with the agreement of the local government and the landowner. The owner of the subject site has agreed to the termination and discharge of the LUC.

In general terms, the LUC currently in effect on this site has the effect of waiving and varying the City's Zoning Bylaw No. 3778, which was relevant at the time, specifically to:

- Waive the requirements of the RS zone;
- Permit the land to be developed and used in accordance with the requirements of a CS-1 - Service Commercial zone; and
- Allow a maximum lot coverage of 46.5%.

The LUC also outlines development conditions relating to the specific development over the subject site. These conditions relate to: size, shape and siting; permitted uses; car parking; loading; garbage; landscaping and service connections amongst other matters. The current LUC does not allow for residential land uses on the subject site.

The LUC has not been updated since it was created to reflect the current provisions of the Zoning Bylaw or OCP. Terminating the the LUC, which will expire in 2024 in any case, will allow for the proposed rezoning of the site for a mixed commercial and residential development, consistent with the OCP Mixed Use Level 2 land use designation, which is applicable to the subject site.

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A bylaw to terminate the LUC with the agreement of the property owner and to repeal the bylaw that authorized the LUC (Attachment #6) would need to be adopted by Council in order to automatically put into effect the underlying zoning for the property (CS-1 Service Commercial). The property would subsequently be rezoned to the new Comprehensive Development Zone (CD-745), to facilitate the proposed development as outlined in this report.

# Rezoning

### Land Use

The proposed mix of commercial and residential uses are appropriate within proximity to the Marine Drive corridor, which is identified as a Frequent Transit Development Area.

The ground floor retail space is strongly supported as it would contribute to the vibrancy of the area, and local retail opportunities.

The proposed strata residential use meets the policy objective of delivering a 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 metres and 6 storeys complies with the OCP and will ensure the building integrates with future developments on adjoining lots. The proposal establishes a strong street wall along West 15th Street, with a large setback to the rear laneway to increase building separation to the existing residential uses to the north.

Extensive glazing treatments within the design of ground floor retail and commercial uses would enliven West 15th Street. The development will also deliver a publicly accessible pedestrian plaza area along the West 15<sup>th</sup> Street frontage, with opportunities for outdoor dining associated with the new retail units.

A high level of laneway activation and casual surveillance is also achieved through 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 the use of steps and recesses along the elevations, which work to break up the form of the building and reduce the perceived bulk. The proposed development has also provided extensive landscaping treatments throughout the site which will soften the visual impacts of the built form.

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# Density

The proposed density is 2.5 FSR, which is consistent with the OCP Mixed Use Level 2 land use designation.

# **Zoning Variances**

The proposed Comprehensive Development Zone will be based off of General Commercial C-2 zone, consistent with the proposed use types and recent developments within proximity to the site, including at 850-858 Marine Drive. To allow the massing, the proposed bylaw would include the following modifications to the C-2 zone base:

Table 4. Summary of Proposed Zoning Changes

	BASE C-2 ZONE	PROPOSED CD-749 ZONE
Permitted Principal Uses	Retail-Service Group 1 Accessory Residential and Parking Uses	Retail-Service Group 1 Accessory Residential Uses (permitted on the second storey and above) Accessory Parking Uses
Density Maximum	2.6 FSR	2.5 FSR (in accordance with OCP)
Lot Coverage Maximum	70 percent	52.1 percent (no change to C-2 zone)
Height Maximum	12.19 metres (40 feet)	6 storeys and 21 metres (in accordance with OCP)
Siting	6.096 metres (20 feet) from the Rear Lot Line	Rear Lot Line (Laneway): 9.4 metres (30.8 feet) (no change to C-2 zone)
Building Width & Length	Maximum 30.48 metres (100 feet) above second storey	Waived

# 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 68.5m (224.6 ft) above the podium level.

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.

The building width and length standards are regularly varied in individual Comprehensive Development Zones to ensure a functional built form outcome is established in mixed use areas and similar building widths and lengths have been permitting in a number of recent projects in the Marine Drive area.

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# Parking, Loading and Transportation

The site is located in the Marine Drive Frequent Transit Development Area, approximately 150m from the Frequent Transit Network and 300m to the closest RapidBus stop. The development is expected to generate approximately 90 vehicles in the peak hour, or around 3 vehicles every 2 minutes. The surrounding road network can accommodate this increase in traffic with minimal additional delay.

# Vehicle Parking, Bicycle Parking & Loading

Parking and Loading for the site is accessed from the lane. The application includes 129 vehicle parking spaces, 161 bicycle parking spaces and one off-street loading bay, all meeting the minimum requirements of the Zoning Bylaw. There are five residential vehicle parking spaces that are over the bylaw minimum. Staff have evaluated this provision; on-street parking in the surrounding area has a high level of occupancy, with parking on the fronting block at saturation during the weekday day time, and at around 60% occupancy in the evenings and weekends. Staff support this provision.

Table 5 provides a summary of the vehicle, bicycle parking and loading provided.

Table 5: Proposed Vehicle and Bicycle Parking

Car Parking	Total of 129 spaces, comprised of:
	<ul> <li>99 Resident parking spaces (including four (4) disability spaces);</li> </ul>
ω/	o 1.1 spaces per unit;
	10 Residential Visitor spaces (including two (2) disability spaces); and
	20 commercial spaces (including four (4) disability spaces).
Bicycle Parking	Residential:
	Secure –141 spaces;
	Short Term – 10 spaces.
	Note: Nine of the 141 secure spaces have been provided for cargo bikes.
	Commercial:
	Secure – 4 spaces;
	Short Term – 6 spaces.
Loading Spaces	One at-grade loading bays.

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### Flood Hazard

The subject site is identified as being affected by the Potential Hazard Lands in the OCP. Specifically, a small portion of the site, in the south-east corner, is identified as being within a Flood Hazard Area in the City's mapping.

The applicant has commissioned a qualified professional to prepare a Flood Hazard Review and Flood Assurance Statement in support of the application. This report has determined that, based on historical flood modelling prepared for the City, the potential for flood hazard of the design 1 in 200-year flood event at the site does not exist and therefore, no additional flood proofing for the development is considered to be necessary.

# Relocation of Existing Retail and Service Tenants

To minimize impacts on existing commercial tenants, the applicant has been in regular communication and will continue to provide project updates of key milestones to tenants as the project progresses in the municipal approval process.

Staff have been advised that some tenants have already relocated. To assist tenants in finding new space, the applicant may consider allowing tenants to terminate their leases early given they provide sufficient notice, once demolition notice is served. Polygon may provide additional notice to tenants in addition to the minimum required in their leases, to allow tenants further time to secure a new space.

# **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 2.0 FSR in the Mixed Use Level land use designation, up to a maximum of 2.5 FSR.

The proposed project would include community benefits valued at approximately \$3.7 million dollars, as outlined in Table 6 below.

Table 6. Estimated Value of Community Benefits through Density Bonusing

Density Value Calculation	Value
Density Bonus to 2.0 FSR / OCP Density (@ \$25 / sq. ft.)	\$ 870,052
Density Bonus to 2.5 FSR Max Bonus (@ \$175 / sq. ft.)	\$ 2,845,955
Total Value of Community Benefits	\$ 3,716,007

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 7 below and would be secured as conditions of receiving a density bonus should Council wish to proceed with the proposed project.

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Table 7. Community Benefits Allocation

Community Benefit	Value
A. Cash Contributions	
Contribution to Community Amenity Reserve Fund (80%)	\$ 2,972,805.60
Contribution to Affordable Housing Reserve Fund (20%)	\$ 743,201.40

In addition to a CAC contribution, the following items would be secured as conditions of this development:

- Public art with a value of \$90,000;
- A financial contribution of \$125,000 for the upgrade of sanitary infrastructure services within the locality; and
- Reimburse the City for the purchase and installation of a stormwater flow monitor at a location identified by the City (approximately \$50,000).

# Legal Agreements

The following would be secured as conditions of the rezoning:

- Development Covenant;
- Servicing Agreement;
- · Shoring, Crane Swing, and Staging License Agreement;
- Flooding Covenant;
- Community Energy Agreement;
- · Good neighbour agreement; and
- Off-site Stormwater Management Encroachment Agreement.

### ADVISORY BODY INPUT

# **Advisory Design Panel**

The application was reviewed by the Advisory Design Panel (ADP) on June 16, 2021. The Panel recommended approval of the proposal subject to addressing the following issues to the satisfaction of staff:

- · Consider adding an indoor and outdoor residential amenity;
- Improve CPTED issues on the lane setback and frontage; and
- Improve setback landscaping adjacent to the daycare play area on the lane.

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

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# **Integrated Transportation Committee**

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

- That Council direct staff to investigate improvements to active transportation in the area, including pedestrian and cycling facilities;
- That funds associated with this development be used to improve active transportation in the area should the development proceed; and
- That Council direct staff to investigate improvements at the intersections of Marine Drive & Hanes Avenue as well as Fell Avenue & West 16th Street.

Revised drawings were not requested, as the recommendations from the ITC were not specifically related to the proposed development, but rather the wider transportation network as a whole.

Furthermore, although not specifically requested in the recommendations, based on the discussions at the ITC meeting, a total of nine cargo bicycle parking spaces have been provided within the P1 level for residential use.

### COMMUNITY CONSULTATION

A Developer's Information Session was held on June 23, 2021 and was attended by six people. No comment forms were submitted following the DIS, and six emails were received. All of the emails received indicated support for the project.

Another email was received outside of the DIS process, which indicated conditional support.

The main reasons for support were:

- Increased housing supply;
- New commercial space for business to create a lively and activated street; and
- The well designed building.

### The main concerns were:

- Retention of the existing oak trees along the street frontage;
- Desire for heat pumps and solar installations to be incorporated;
- The level of energy efficiency achieved.

A summary of the public consultation, as prepared by the applicant, is available in Attachment #7.

### Staff response

The proposed development will involve the removal of four large oak trees along the frontage of the site, which are within the City owned boulevard. The applicant has

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commissioned an arborist to undertake an assessment of the existing vegetation on the site, which has determined these trees to be of poor health and structure.

The City's arborist has subsequently undertaken a review of these existing trees, and verified the findings of the Arborist Report, and has recommended these be removed on this basis. From relevant on-site inspections, it is evident that the existing trees are negatively impacting the City's sidewalk infrastructure and the asphalt surface of the parking lot and road. Therefore these trees are not considered to be appropriate for the urban context defining the subject site.

On this basis, staff support the removal of the existing oak trees and the replacement of six large street trees as part of the required streetscape upgrades. The chosen street tree species will be better adapted to the streetscape conditions, and will appropriately integrate with the new footpath infrastructure and services along the frontage of the site, as well as the proposed development.

The proposed development will also be designed to meet Step Code 3, ensuring a suitable level of energy efficiency is met, consistent with the City's standards. The City currently has no policy framework which requires the installation of heat pumps or solar connections.

# **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 must pass a resolution to decide to hold a public hearing on a proposed zoning bylaw if the bylaw (ie. the default condition is that no Public Hearing is required). This replaced the former provision that allowed local governments 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. The public would still have an opportunity to make submissions to Council for consideration.

Should Council wish to refer the application to a Public Hearing, the first active clause in the resolution should be amended to read:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8896" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street, CD-745) 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, in the form of a cash CAC contribution of approximately \$3,716,007.

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

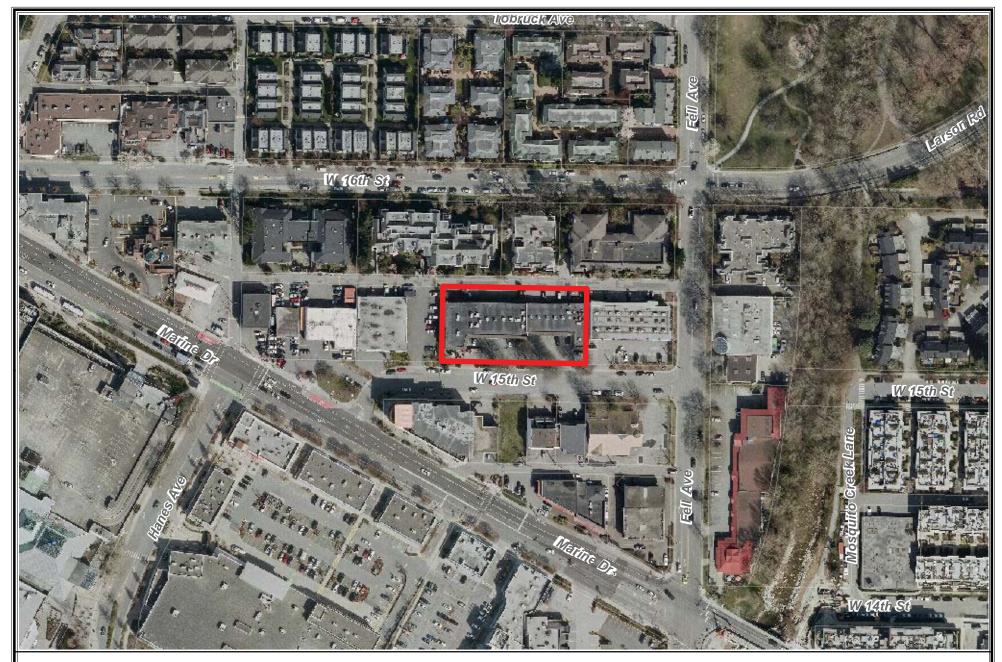
# CONCLUSION

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 along the Marine Drive Frequent Transit Development Area. The proposal will also contribute funds to support community amenities and enhancements through Capital Plan process.

RESPECTFULLY SUBMITTED:

Matthew Menzel

Planner 2





Context Map: 818-858 West 15th Street





RCVD: 1978-08-18 RQST: 2017-08-29 09.05.48 F46488-4 7 F464901

Substitute for form "C"	
City of North Vancouver and Capilano North Commercial Collies No	57202
City of North Vancouver and Capilano North Commercial Controls.  Date August 18 1978 Nature of Interest Land Use Control R.E.	< 49 F. 78
Declared Value \$ 100.00. Disposition of C.T L. R.O. Valic.	PISTRY OFFICE
Winden marge and Annucant & Zuliania	1
as Solicitor/Figent (Fig. Koder)	57202
Telephone No. 985-7761 [address] 141 W14 St, N. Vancouver, BC	

THIS LAND USE CONTRACT dated for reference this  $25^{-1}$ K day of July , 1978.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, a municipal corporation having its municipal offices at 141 West 14th Street, City of North Vancouver, British Columbia;

(herein called the "City")

OF THE FIRST PART

AND:

CAPILANO NORTH COMMERCIAL CENTRE LTD., a
British Columbia company having an office
at 1190-700 West Georgia Street, Vancouver,
British Columbia, (Incorporation No. 173,266);

(herein called the "Developer")

OF THE SECOND PART

### WHEREAS:

- A. By By-law No. 4461 of the City, dated August 23, 1972, certain lands and premises were designated as development areas within the meaning of section 702A of the Municipal Act of British Columbia (herein called the "Act");
- B. The City, pursuant to section 702A of the Act, may, by by-law, and notwithstanding any other by-law of the City or sections 712 and 713 of the Act, upon the application of an owner of land within a development of designated as such by by-law of the City, enter into a line use contract with such owner for the use and development of the land shall be in accordance with such land use contract;
- C. The Act requires that a Municipal Council exercising the powers given pursuant to section 7024 of Act, shall give due regard to the considerations set on sections 702A and 702A(1) of the Act;

- D. The Developer is or prior to public hearing will be the registered owner, or the registered holder of an agreement for the sale and purchase, of the fee simple in and to the Lands (as hereinafter defined) and at the date of registration of this contract in the Vancouver Land Registry Office will be the registered owner of an estate in fee simple in and to the Lands;
- E. The Developer has presented to the City a scheme for the use and development of the Lands and has made application to the City to enter into this contract pursuant to the terms and conditions and for the consideration herein set forth;
- F. The City Council, having given due regard to the considerations set forth in sections 702A and 702A(1) of the Act, has agreed to the terms, conditions and considerations contained in this contract, subject to clause H of this preamble;
- G. A land use contract is deemed to be a zoning by-law for the purposes of the Controlled Access Highways Act of British Columbia and if the Lands are so situated that they are subject to such Act, the approval of the Minister of Highways to the use set forth in this contract must first be obtained before the City may enter into same;
- H. The Developer acknowledges that it is fully aware of the provisions of section 702A of the Act, and the City and Developer each acknowledge that the City cannot enter into this contract until the Council has held a public hearing thereon in the manner prescribed by law, has duly considered the representations made, and the opinions expressed at, such hearing and unless at least two-thirds (as required by the Act) of the members of the City Council vote in favour of the City entering into this contract;

NOW THEREFORE THIS LAND USE CONTRACT WITNESSETH THAT in consideration of the premises and of the mutual covenants, agreements, conditions and representations herein set forth, the City and the Developer covenant and agree as follows:

- 1. <u>Definitions</u>. In this contract, unless the context otherwise requires:
  - (a) "City Engineer" shall mean the person holding the office of City Engineer or his duly authorized representative;

- (b) "Commencement of Construction" shall mean that all clearing of the Lands for the Development pursuant to this contract has been completed and that all excavation on the Lands required for the Development has been completed in accordance with the dimensions shown on the plans attached to this contract;
- (c) "Complete" and "Completion" and any variation of these words when used with respect to the Development and the Work or Works shall mean completion of the construction referred to in this contract to the satisfaction of the Director of Permits and Licences, when and as certified by him in writing;
- (d) "Development" shall mean all buildings, structures and improvements now constructed on the Lands or to be constructed thereon in accordance with this contract;
- (e) "Director of Permits and Licences" shall mean the director of permits and licences for the City from time to time and his duly authorized representatives and assistants;
- (f) "Work" and "Works" shall mean all work required to be done by the Developer for the execution and completion of the terms and conditions of this contract to the satisfaction of the City;
- (g) All references to streets, lanes, highways and lands and premises in this contract refer to streets, lanes, highways and lands and premises situate in whole or in part within the City.
- Lands and premises. The Developer covenants and agrees that on the date of registration of this contract in the Vancouver Land Registry Office it will be the registered and beneficial owner of an estate in fee simple in and to those certain lands and premises (herein called the "Lands") situate in the City of North Vancouver, British Columbia, and described in schedule "A" hereto.
- 3. Consents. The Developer warrants and represents that it has obtained the consents of all persons holding any

PLAN REFERRED TO HEREIN
PRESERVED AND HELD UNDER
DOCUMENT NUMBER F 57202

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registered interest in the Lands to the use and development of the Lands as set forth herein and that the consents attached to this contract as schedule "B" constitute all required consents.

- 4. Zoning. This contract shall have the effect of waiving and varying the City's zoning by-law No. 3778, as amended, (herein called the "Zoning By-law"), as follows:
  - (a) to waive the requirements of the RS zone;
  - (b) subject to this contract, and particularly to clause 9 hereof, to permit the Lands and Development to be developed and used in accordance with the requirements of a CS-1 Service Commercial zone;
  - (c) subject to this contract, and particularly to clause 9 hereof, to permit the Lands to be used for the purposes set out in Part 603 (1), (3) and (4) but not for the purposes set out in Part 603 (2), (5), (6), and (7);
  - (d) to waive Part 609B;
  - (e) to waive Part 613(2) to allow a maximum lot coverage of 46.5%.

PROVIDED THAT the Developer will comply fully, and the Lands and Development will be in compliance, with all other provisions of the Zoning By-law which are applicable to the CS-l Service Commercial zone.

- 5. Compliance with law. Without limiting the generality of the proviso set forth in clause 4 of this contract and save and except as otherwise herein expressly provided, the Developer will comply with all by-laws, regulations and requirements of the City, with all provisions of the 1977 Canadian Construction Safety Code issued by the National Research Council of Canada (#15562), and amendments, which apply to or which in any way affect, the Lands, the Development, Works, and the uses thereof, or any of same.
- 6. Schedules. The plans, drawings, sketches and documents marked as schedules "C" to "K" inclusive, and all other schedules referred to in this contract, are hereby incorporated into and form part of this contract.
- 7. Construction in accordance with schedules. The Developer covenants and agrees that the Development and the Works will be constructed strictly in compliance with, and

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according to, the plans attached hereto as schedules "C" to "K" inclusive PROVIDED THAT Council, in its discretion, may approve minor alterations to said plans which do not substantially alter the Development and the Works or any part thereof and may attached details of such alterations of this contract as schedules subsequent to the public hearing referred to earlier in this contract, in which event the Developer covenants and agrees that the Development and the Works will be constructed strictly in compliance with, and according to, the aforesaid plans as so altered.

- Size, shape and siting. The Developer will cause the Development, the Works and each part thereof to conform to the plans attached hereto as schedules "C" to "K" inclusive with respect to size, shape and siting.
- Permitted uses of Lands and Development. Notwithstanding anything to the contrary contained in this contract, the Developer acknowledges and agrees that the uses of the Lands and Development as set out in clause 4(c) are subject to the following variations, restrictions and qualifications:
  - the following uses are permitted: Retail (a) stores including grocery stores, bakery shops, meat and fish markets, delicatessens, drug stores, personal furnishings shops, clothing stores, hardware stores, variety stores, book shops, toy stores, stationery stores, appliance stores, camera shops, and other similar establishments; personal service establishments including barbers, hairdressers, tailors, dressmakers, shoemakers, household repair shops, printers; business and professional and semi-professional offices; banks and financial institutions; art galleries; restaurants and cafes, whether or not licensed under the Liquor Control and Licensing Act of British Columbia (R.S.B.C. 1960 Chapter 38 and amendments thereto and replacements thereof) provided that the sole use of such restaurants and cafes is the preparation, sale and consumption of food on the premises;
  - (b) notwithstanding clause 9(a), and save and except for restaurants and cafes as above

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described, no establishment as defined in the said Liquor Control and Licensing Act which requires a liquor licence under that Act shall be permitted, and, no use which creates more noise or generates more traffic than, in the reasonable opinion of the City, is normal for a mixed retail/commercial development similar to the Development shall be permitted;

- (c) if any question arises as to the meaning of any of the terms used in this clause 9, the City shall have the right to conclusively determine the meaning and shall also have the right to conclusively determine whether any use or proposed use within the Development contravenes this clause;
- (d) 46 parking spaces, as shown and described on schedule "C", will be provided on the Lands by the Developer;
- (e) restaurants and cafes may stay open each evening until the earlier of 12:00 a.m. or applicable shops closing legislation or by-laws;
  - (f) any other uses in the Development may stay open each evening until the earlier of 9:00 p.m. or applicable shops closing legislation or by-laws.
- 10. <u>Aesthetic quality of Development</u>. The Developer covenants and agrees that the exterior finishes of the Development and each part thereof will be as shown and described on schedules "F" and "G".
- 10A. Loading bays shall be provided as shown and described on Schedule "C".
- 10B. <u>Signs</u>. No signs shall be permitted on the Development unless they are affixed to and do not overlap the two foot wide fascia on the Development.
- 11. <u>Garbage</u>. As a part of the Development, the Developer will provide a garbage container, as shown and described on schedule "H", enclosed and screened by a solid

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wooden fence of not less than six feet nor more than eight feet in height.

- Landscaping. The Developer will provide landscaping as shown and described on schedules "C", "E", "J", and "K" and will cause landscaping installations on the Lands and on the boulevards adjacent to the Lands to be prepared, supervised and approved by a member in good standing of the British Columbia Society of Landscape Architects and in compliance with the requirements of the City's Director of Permits and Licences with respect to the landscaping on the Lands and in compliance with the requirements of the City Engineer with respect to the landscaping on said boulevards. The Developer acknowledges and agrees that it will not be entitled to a building permit for the Development until the landscaping plans have been approved by the City.
- Maintenance. The Developer will keep and maintain the Lands and Works and said boulevards in a clean and tidy condition and free of all litter and debris at all times both before and after Completion and, without restricting the generality of the foregoing, will pay particular attention to keeping and maintaining the parking and loading areas on the Lands in a clean and tidy condition and free of all litter and debris and after Completion, will cause the landscaping referred to in this contract to be kept reasonably in the same condition as it was on Completion. The Developer agrees that if it should fail to so keep and maintain (or cause to be so kept and maintained), to the satisfaction from time to time of the Director of Permits and Licences with respect to the Lands and to the satisfaction from time to time of the City Engineer with respect to the said boulevards, then the City may, in its discretion, cause its employees or persons engaged by it to enter and maintain the same from time to time and may recover the expense of such maintenance from the Developer in like manner as municipal taxes or in such other lawful manner as it may choose.
- 14. Service connections. The Developer will construct and maintain, or cause to be constructed and maintained, on and to the Lands, all service connections for all services, works, and public and private utilities for the servicing of the Development underground, at the expense of the Developer. Any alterations of, and additions to, existing

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City supplied services will be at actual cost to the Developer.

- 15. Servicing. The Developer will be responsible for payment to the City of the actual costs of servicing with respect to the following:
  - (a) Storm sewer connection to install a storm sewer main adjacent to, and to extend for the width of, the front of the Lands, at an estimated cost of \$7,150;
  - (b) <u>Utility connections</u> to install utility connections to water, sanitary and storm sewers at applicable by-law rates;
  - (c) 15th Street to install a sidewalk approximately four feet wide on the north side of 15th Street from Marine Drive to the east property line of the Lands and to widen the pavement to join the sidewalk with the existing road surface, at an estimated cost of \$14,300;
  - Lane North of 15th Street to pave the east-west lane to the north of the Lands for (d) its full length from the eastern intersection with Fell Avenue to the "T" junction with the lane, to the west of the Lands as it intersects with the north/south lane and including storm drainage at an estimated cost of \$29,500 PROVIDED THAT this deposit will be waived or returned to the Developer, as the case may be, if the Developer obtains a successful local improvement petition which is approved by Council pursuant to the Act for this work prior to the date of application for a building permit for the Development, or, if a local improvement initiative for the work (which the City agrees to commence within one year from the date of lodging for registration of this contract in the Vancouver Land Registry Office) is successful. (If a petition or initiative is successful then the Developer will pay for its commuted share of the cost of the work pursuant to the Act.)

All the aforementioned services will be at such precise locations and to such standards, grades and specifications as the City deems reasonably necessary. The Developer acknowledges that the aforementioned costs and deposits are calculated on the basis that the services will be completed

in 1978, and that if the City is unable to complete any of these services in 1978 for reasons beyond the City's control, and whether caused by the Developer or not, then the Developer will pay increased servicing costs as determined by the City, on demand. The Developer will deposit the estimated sum of \$50,950 with the City prior to issuance by the City of a building permit for the Development provided that if the permit is not issued prior to October 1, 1978, then the Developer will, prior to issuance of the building permit, pay to the City as well the difference between the 1978 estimated costs and the City's estimated 1979 costs for the servicing, with costs to be adjusted upon Completion.

- 16. Consolidation. The Developer will consolidate the lots comprising the Lands by registration of a plan of subdivision in the Vancouver Land Registry Office, prior to issuance by the City of a building permit for the Development and within 10 days following adoption by City Council of the by-law approving this contract.
- 17. <u>Dedication</u>. The Developer will dedicate as highway a two foot wide portion of the Lands for the total length of the rear lot line of the Lands upon the said plan of subdivision.
- 18. Fire Marshal's Requirements. The Developer will comply with all requirements of the Fire Marshal's Act of British Columbia, the 1978 National Building Code and the City's Fire By-law No. 4134, as amended, with respect to fire protection in connection with the Works and the Lands and Development and uses thereof.
- 19. Works and services. The Developer covenants and agrees that all works and services (save and except for gas, telephone and electricity), buildings, structures, pipes, fixtures and other improvements of any nature or kind whatsoever, which are constructed, placed or carried out upon lands and premises or either of them the title to which is now vested in the City, or located upon highways presently dedicated or by this contract required to be dedicated, will, upon written notice by the City to the Developer, become the property of the City (and title thereto shall be vested in the City), free and clear of any and all claims by the Developer and any person claiming through the Developer, and, that the Developer will

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indemnify and save harmless the City from any and all such claims, whenever and by whomever same are made.

- 19A. Work Permit. The Developer must obtain a City work permit for any work done on lands ownership or possession of which is in the City.
- The Developer will begin 20. Construction. Commencement of Construction of the Development and the Works in accordance with the terms and conditions of this contract within six months from the date of registration of this contract in the Vancouver Land Registry Office and will Complete within eighteen months from Commencement of Construction. If the Developer does not begin Commencement of Construction as set out in this clause then as and from the end of said six month period and permitted extensions the provisions of this contract with respect to all waivers of the Zoning By-law as set out herein shall be deemed automatically to be null and void (PROVIDED THAT the Developer shall not be relieved of any liability which it may then or subsequently have to the City pursuant to this contract) and the Lands may then only be developed and used in accordance with the Zoning By-law of the City then in force and notwithstanding any statutory provisions with respect to non-conforming uses and notwithstanding any building permit which may have been issued by the City with respect to the Development.
- 21. Security for performance. As security for the proper performance by the Developer of the provisions of this contract and for Completion in accordance with this contract, the Developer will, prior to issuance of the building permit, deliver to the City an irrevocable letter of credit, performance bond or other security satisfactory to the City, in form and on terms acceptable to the City, in the amount of \$100,000.
- 22. Terms of security. Such letter of credit or other security must contain a provision that it will remain in full force and effect for twenty-four months following the aforesaid date of registration or until Completion, whichever is the earlier.
- 23. Extension of time and security. If either Commencement of Construction or Completion does not occur within the allotted times by reason of strikes, lockouts, civil commotions, war-like operation, acts of God, inability to obtain materials by reason of shortages, or, transportation disruptions, beyond the reasonable control of

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the Developer then the Developer will have a like number of days as were lost by reason of such cause to Commence or Complete, as the case may be PROVIDED THAT the Developer provides evidence reasonably satisfactory to the City of such delay AND FURTHER PROVIDED THAT the Developer extends the term of the security referred to in clause 21 of this contract to the satisfaction of the City. In addition, the City, in its sole discretion, may, upon request by the Developer, extend the time for Commencement of Construction or Completion, as the case may be, upon such terms as the City may deem fit.

Non-Completion. The Developer covenants, acknowledges and agrees that if the Development and the Works are not Completed, to the satisfaction of the Director of Permits and Licences, within the aforesaid period of twenty-four months (or such further extensions as may be permitted by the City pursuant to clause 23 of this contract), then the City may in its sole discretion, Complete the Works at the cost of the Developer and deduct from the security held by the City the cost of such Completion (including without limiting the generality of the foregoing, its costs of administration and supervision) and the balance of the security shall be returned to the Developer after deduction therefrom by the City of any sums to which it is entitled under this contract. If the security does not provide sufficient money for the City to Complete, then the City may recover any deficiency from the Developer in accordance with clause 25 of this contract. The Developer acknowledges and agrees that the City may Complete pursuant to this clause by using either City employees or contractors engaged by it. PROVIDED THAT if the City, in its sole discretion, decides that the Works and Development will not be Completed within the said twenty-four months period and permitted extensions and its security will expire, then the City may exercise its rights under the security at any time within the thirty day period immediately preceding the expiration of the twenty-four month period and permitted extensions and may then hold the funds realized thereby in trust and may use same in accordance with the terms and conditions set forth in this contract, AND FURTHER PROVIDED THAT if the City decides within the said period of twenty-four months and permitted extensions not to Complete as set out in this clause then as and from the end of said twenty-four month period and permitted extensions the provisions of this contract with respect to all waivers of the Zoning By-law as set out herein shall be deemed automatically to be null and void (PROVIDED THAT the Developer shall not be relieved of any

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liability which it may then or subsequently have to the City pursuant to this contract) and the Lands may then only be developed and used in accordance with the Zoning By-law of the City then in force and notwithstanding any statutory provisions with respect to non-conforming uses and notwithstanding any building permit which may have been issued by the City with respect to the Development.

- 25. Liability of Developer. The Developer will, upon receipt by it of written notice from the City that it owes any monies to the City pursuant to clause 24 of this contract, pay such monies to the City forthwith, and, it acknowledges and agrees that if it does not so pay the City may recover the monies in like manner as municipal taxes or in such other lawful manner as it may choose.
- 26. Return of security. Upon delivery to the Developer of the Certificate of Acceptance of the Works referred to in clause 32 of this contract, the City will return the security held by it after deduction of the City's administrative and other costs.
- Construction supervisor and inspection. The Developer will at all times during the construction of the Development and the Works, employ a competent general superintendent capable of speaking, reading and writing the English language who will provide on-site supervision of construction, and, the Developer acknowledges and agrees that any explanations, orders, instructions, directions and requests given by the City or its employees to such superintendent shall be deemed to have been given to the Developer. The City's employees and agents may, at all reasonable times, enter upon the Lands and carry out all inspections deemed necessary by the City to ensure that the Developer is complying with the terms and conditions of this contract.
- 28. <u>Personnel</u>. The Developer will not employ or engage any person who is unfit or not skilled enough to do the work for which he was employed or engaged.
- 29. Debris and access. The Developer will not deposit any material or debris upon any highways, street boulevard areas or sidewalks during construction without a street occupancy permit from the City and acknowledges and agrees that if any debris or material is so deposited without such a permit the City may forthwith remove, or cause to be removed, same at the expense of the Developer. The Developer will ensure that during construction it will

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maintain sufficient access for servicing the Lands and Development by federal, provincial and municipal agencies, including police, ambulances, municipal crews and fire department, at all times during the course of their duties.

- Withholding of occupancy permit and Certificate of Acceptance. Notwithstanding any provision of this contract, any provisions of the City's building by-laws and regulations or section 714(k) of the Act, the Developer acknowledges and agrees that the City need not grant an occupancy permit for the Development until the Certificate of Acceptance is issued, and, that the Developer will not permit occupancy or use of the Lands and Development until the City grants an occupancy permit for whole or partial occupancy, and, that if the Developer does permit the Lands and Development to be occupied or used prior to the issue of occupancy permit or in contravention of this contract then the provisions of this contract with respect to waivers of the Zoning By-law set out in this contract shall be deemed automatically to be terminated and of no further force and effect (PROVIDED THAT the Developer shall not be relieved of any liability which it may then or subsequently have to the City pursuant to this contract) and the Lands may then only be developed and used in accordance with the zoning by-law of the City then in force and notwithstanding any statutory provisions with respect to non-conforming uses.
- 31. Defaults by Developer. If the Developer is at any time or from time to time, in default pursuant to any term of this contract and does not, within five days from receipt of notice of such default by the City, remedy the default to the satisfaction of the City, then, notwithstanding any provision of this contract or any provisions of the City's building and other by-law and regulations, the City may take all or any of the following actions:
  - (a) withdraw the building permit for the Development immediately;
  - (b) declare this contract to be terminated and of no further force or effect (PROVIDED THAT the Developer shall not be relieved of any liability which it might then or subsequently have to the City pursuant to this contract);
  - (c) remedy the default on behalf of the Developer. For this purpose the City may enter on the Lands at any time and may

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realize on and use the security deposit referred to in clause 21 hereof to the extent necessary to remedy the default. In this event and if the Development is then to proceed, the Developer will deposit with the City such further security as the City may require.

(PROVIDED THAT if any default of the Developer can only be cured by the performance of work or the furnishing of materials, and if such work cannot reasonably be completed or such materials reasonably obtained and utilized within said five days, such default shall not be deemed to continue if the Developer proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete such work.)

- 32. Certificate of Acceptance. Upon Completion by the Developer to the satisfaction of the Director of Permits and Licences and upon compliance by the Developer with all the terms and conditions of this contract, including without limiting the generality of the foregoing the payment to the City of any monies which might become owing by the Developer to the City pursuant to this contract, all to the satisfaction of the Director of Permits and Licences, the City will provide the Developer with a Certificate of Acceptance of the Works duly executed by the Director of Permits and Licences.
- 33. Indemnity. The Developer will indemnify and save harmless the City from and against:
  - (a) any and all actions, proceedings, suits, costs, damages, expenses, claims and demands of whatsoever nature or kind and by whomsoever brought by reason of or arising from the construction of the Development and the Works and by reason of or arising from the exercise by the City of its right to complete pursuant to clause 24 of this contract and by reason of or arising from any injurious affection or damages suffered by reason of the construction of the Development and the Works and by reason of this zoning by-law and land use contract, unless caused by any negligent act or omission of the City;
  - (b) without limiting the generality of the foregoing:

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- (i) any and all claims and demands of any mortgages, tenants and holders of any charges, whether registered or unregistered, against title to the Lands;
- (ii) any and all expenses and costs which may be incurred by the City by reason of or arising from the construction of the Development and the Works resulting in damage to any property, real or personal, owned in whole or in part by the City or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and,
- (iii) any and all expenses and costs which may be incurred by the City by reason of or arising from liens for non-payment with respect to labour or material used for construction of the Development and the Works and for non-payment of workers' compensation assessments, unemployment insurance and federal and provincial tax with respect to same and for check-off and encroachments due to mistakes in survey with respect to the Lands.

and whether the obligation to so save harmless and indemnify arises before or after Completion and delivery by the City to the Developer of the said Certificate of Acceptance of the Works.

- 34. Local improvement petitions. The Developer will support any and all local improvement projects proposed by the City and will not support any petition against a local improvement which may be circulated pursuant to section 589 of the Act or amendments thereto or replacements thereof.
- 35. Payment of costs. Notwithstanding anything contained in this contract, the Developer will pay to the City forthwith on demand from time to time by the City all permit, inspection, administrative, legal, and other compensations, costs, fees and expenses incurred by, or which may become owing by the Developer to, the City, in connection with the preparation, execution, registration and carrying out of the terms and conditions of this contract.

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- 36. Power and authority. The Developer will, simultaneously with the execution and delivery of this contract to the City, deliver to the City a certified copy of a resolution of its directors approving this contract, both of which shall be in form and on terms satisfactory to the City.
- 37. <u>Interpretation</u>. In the interpretation of this contract, all definitions of words and phrases contained in the Zoning By-law shall apply to words and phrases contained in this contract unless there is something in the context hereof expressly inconsistent therewith.
- 38. <u>Time of essence</u>. Time shall be of the essence of this contract.
- 39. Severability. If any portion of this contract shall be unenforceable or invalid at law it shall be deemed to be severed from this contract and the remaining provisions shall nevertheless continue to be of full force and effect.
- 40. <u>Headings</u>. All headings in this contract are inserted for convenience of reference only and shall not affect the construction and interpretation of this contract.
- Al. Representations. The Developer acknowledges and agrees that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those contained in this contract.
- Restrictive covenant. This contract shall have the force and effect of a restrictive covenant running with the Lands and shall be registered in the Vancouver Land Registry Office by the City pursuant to the provisions of section 702A of the Act as a first charge against title to the Lands. Without restricting the generality of the foregoing, the Developer covenants and agrees with the City, and with intent to bind all persons in whom the Lands shall, for the time being, be vested, to observe and perform all the covenants and agreements on its part to be observed and performed in this contract.
- 43. Notice. Any notice required or permitted to be given hereunder may be effectively given by prepaid post addressed as follows:

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(a) To the City: Corporation of the City of
North Vancouver
141 West 14th Street
North Vancouver
British Columbia

(b) To the Developer: Capilano North Commercial

Centre Ltd.

1190-700 West Georgia Street

Vancouver

British Columbia

or to such other address as may be specified by one party to the other in writing. Any such notice will be deemed to have been received by the addressees 48 hours after the time of posting.

- 44. <u>Legal description</u>. The City Council hereby authorizes the Director of Permits and Licences to amend the legal description of the Lands set out in Schedule "A" to correspond with the new legal description of the Lands following registration of the plan of subdivision in the Vancouver Land Registry Office.
- 45. Binding effect. This contract shall enure to the benefit of and be binding upon the parties hereto and their

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respective successors and assigns.

A PUBLIC HEARING with respect to this contract was held on the 10th day of July , 1978.

THIS CONTRACT was approved by by-law on the 24th day of July , 1978 by two-thirds majority of members of the Council of the City as required by the Act.

IN WITNESS WHEREOF the Seals of CAPILANO NORTH COMMERCIAL CENTRE LTD. and THE CORPORATION OF THE CITY OF NORTH VANCOUVER have been hereunto duly affixed in the presence of their duly authorized officers in that behalf, the 25th day of July , 1978.

The Corporate Seal of CAPILANO ) NORTH COMMERCIAL CENTRE LTD. was ) hereunto affixed in the presence ) of:
Chi Nul PRESIDENT
The Corporate Seal of THE CORPORATION OF THE CITY OF NORTH ) VANCOUVER was hereunto affixed in) the presence of:
( T. 1 T.

CITY CLERK

Status: Registered

RCVD: 1978-08-18 RQST: 2017-08-29 09.05.48

57202

# SCHEDULE "A"

City of North Vancouver
Lots 19 to 23 inclusive
Block 5
District Lot 265
Plan 1406

Status: Registered

RCVD: 1978-08-18 RQST: 2017-08-29 09.05.48

Form 212 — NOTARIAL CERTIFICATE OF TRUE COPY

57202

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

TO ALL TO WHOM THESE PRESENTS MAY COME BE SEEN OR KNOWN:

I,GRAHAM J. PHILLIPS,

Municipality of North Vancouver,

by Royal authority duly appointed, residing at the XXY of

Province of British Columbia, do certify and attest that the paper writing hereto annexed, marked with my Notarial

Seal, is a true copy of

an original document produced

to me by CAPILANO NORTH COMMERCIAL CENTRE LTD.

purporting to be a

Certificate of Incorporation, of CAPILANO NORTH COMMERCIAL CENTRE LTD., of the Companies Act,

signed by Deputy Registrar of Companies

dated the 3rd day of April, 19 78 The said copy havi

dated the 3rd day of April, 19 78. The said copy having been compared by me with the said original document, an act whereof being requested I have granted under Notarial

form and seal of office to serve and avail as occasion may require.

Dated at Vancouver, B.C., this 6th day of July, 1978

(SEAL)

A Notary Public in and for the Province of British Columbia

CANADA: Province of British Columbia.

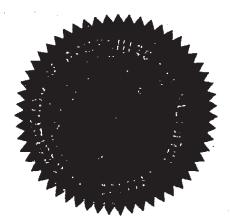


# "Companies Act

# I hereby certify that

CAPILANO NORTH COMMERCIAL CENTRE LTD.

has this day been incorporated under the "Companies Act."



GIVEN under my hand and Seal of office at Victoria, Province of British Columbia, this \_\_\_\_ -3rd-\_\_\_ day of April , one thousand nine Inundred and seventy-eight

Deputy Registrar of Companies.

RCVD: 1978-08-18 RQST: 2017-08-29 09.05.48

FORM NO. 4(a) (Section 39)

PROVINCE OF BRITISH COLUMBIA

Certificate of

Incorporation No. 173,266

COMPANIES ACT

# DIRECTORS RESOLUTION

The following Directors resolutions were passed by the undermentioned Company on the date stated:

Name of Company: CAPILANO NORTH COMMERCIAL CENTRE LTD.

Date resolutions

passed:

July 5th, 1978

# Resolutions:

"1. The power and capacity of the Company to own and to enter into a land use contract in reference to those certain lands and premises hereinafter described be and is hereby confirmed and ratified in every respect - namely those certain lands and premises situate, lying and being in the City of North Vancouver, in the Province of British Columbia, and being more particularly known and described as:

Lots 19 to 23 inclusive, Block 5, District Lot 265, Plan 1406.

- 2. Mr. Chris Nielsen or any other director of the Company be and is hereby authorized for, on behalf of and in the name of the Company to execute a land use contract with the Corporation of the City of North Vancouver in respect of the above described lands and to affix the Company's seal thereto and to generally do all things and to execute all instruments (under seal or otherwise) for, on behalf of and in the name of the Company as may be necessary or incidental in order to affect or perfect the execution and making of the said land use contract (including all procedures, hearings and other processes relative thereto).
- 3. Mr. Chris Nielsen or any other director of the Company be and is hereby authorized for, on behalf of and in the name of the Company to do all things and to execute all instruments (under seal or otherwise) as may be necessary or incidental in order to consolidate the said lands (by way of application under the Plans Cancellation Act or otherwise)."

CERTIFIED a true copy the 5th day of July, 1978.

Relationship to PASIAEM DIR

# For the Secretary (or other Officer) of a Corporation 57202

1 HEREBY CERTIFY that, on the

7th

, 19 78. July , 19 /8., in the Province of British Columbia,

Vancouver

twhose identity has been proved by the evidence on

CHRIS NIELSEN

, who is) personally known to me,

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President

appeared before me and acknowledged to me that he is the CAPILANO NORTH COMMERCIAL CENTRE LTD.

who subscribed his name to the annexed instrument as

, and that he is the person

day of

of the said

President

and affixed the seal of the

said company

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have bereunto set my Hand and Seal of Office,

in the Province of

British Columbia, this

day of

July

one thousand nine hundred and

seventy-eight

^ Comegratian 'j

NOTE -- Where the person making the acknowledgment is personally known to the officer taking the came,

RCVD: 1978-08-18 RQST: 2017-08-29

PARIC

FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

# Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 25th day of July, , in the Province of British Columbia, North Vancouver ARCHARD PROCESS OF THE STANDARD STANDAR mikak Robert Walter WATSON , who is) personally known to me, appeared before me and acknowledged to me that he is the City Clerk The Corporation of the City of North Vancouver , and that he is the person who subscribed his name to the annexed instrument as Corporation of the City of North Vancouver Corporation of the City of North Vancouver of the said · City Clerk and affixed the seal of the

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at North Vancouver in the Province of

British Columbia, this 25th day of July, one thousand nine hundred and seventy-eight.

A Nobel Public in one 100 the Province of But And Columbia.

NOTE ... WHERE THE PERSON MAKING THE ACKNOWLEDGMENT 15 PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

# POLYGON HOMES LTD.





### PROPERTY INFORMATION PROJECT DESCRIPTION

# 820 W 15th St, (818-858 W 15th St) North Vancouver BC V7P 1M6

# **BUILDING CODE INFORMATION**

# APPLICABLE CODE

RESIDENTIAL/ COMMERCIAL LEVELS

# STORAGE GARAGE (PARKADE)

Group F Division 3 - Parking 3.2.2.77, 3.2.1.2 Noncombustible (3.2.1.2) 2 hour - Basement Parking ( 2 Level Bequired (NFPA 13P) Required (NFPA 14)

## Zoning Current

# PROJECT STATISTICS

PHASE B10
STATISTICS AND CALCULATIONS ENTER... PH M15 Zoning Calculations - Overall Project 3,021.70 sq. m. 32,525.3 sq. ft. 3,021.70 sq. m. 32,525.3 sq. ft. 14,636.4 sq. ft. 13,185.0 sq. ft.

13,157.6 886 13,887.8 0.1

Residential	94	99	33	3	3	4	94	22
Waiter	9	10	3	0	0	2	9	9
Commercial	20	20	7	1	0	2	1	1
Office	0	0	0	0	0	2	N/A	
Shored	0	0	7	0	0	0	N/A	
Total Parking	123	129	50	4	3	10	104	109
LOADING	Required	Provided						
Total	1	1	i					

	Required	Provided	I							
Total	1	1								
BICYCLES	BICYCLES		Bicycle - La	ong Term	Morizon	tal Stalls	Vertica	d Stalls	Lock	ers
			Required	Provided	Maximum	Provided	Maximum	Provided	Required	Provid
Residential			135	141	N/A	0	N/A	0	N/A	92
Commercial			- 4	4	N/A	0	N/A	0	N/A	- 4

# Residential Unit Distribution - Overall Project

UNIT TYPE	Areas	LET	/EL 2	LE	VEL 3		LET	/EL4		LET	ELS		LET	EL6	UNITS	SUMMARY	Beds	Total Beds	Unit Ratio
A	460.4	2	920.8	2	920.7	ΙГ	2	920.7		2	920.7		2	920.7	10	4,603.6	1	10	11.1%
A2	539.9	2	1079.8	2	1079.8	ΙГ	2	1079.8		2	1079.8		2	1079.8	10	5,399.0	1	10	11.1%
A2 AD	539.9	1	539.9	1	539.9	ΙГ	1	539.9		1	539.9		1	539.9	5	2,699.5	1	5	5.6%
8	643.7	1	643	1	643.9	ΙГ	1	643.9		1	643.9		1	643.9	5	3,218.6	1	5	5.6%
81	647.2	4	2588.7	- 4	2588.7	ΙГ	4	2588.7		4	2588.7		4	2588.7	20	12,943.5	1	21	22.2%
B1 AD	646.0	3	1937.9	3	1937.9	ΙГ	3	1937.9		3	1937.9		3	1937.9	15	9,689.5	1	15	16.7%
c	808.8	1	806.8	1	8.808		1	806.8		1	8.808		1	808.8	5	4,044.0	2	10	5.6%
C1	847.1	1	847.1	1	847.1		1	847.1		1	847.1		1	847.1	5	4,235.5	2	10	5.6%
C2 AD	830.1	1	830.1	1	830.1		1	830.1		1	830.1		1	830.1	5	4,150.5	2	10	5.6%
D1	1016.8	1	1013.6	1	1019		1	1019		1	1019		1	1013.6	5	5,084.2	3	15	5.6%
D2	1057.7	1	1054.4	1	1059.9	ΙГ	1	1059.9		1	1059.9		1	1054.4	5	5,288.5	3	15	5.6%
						ΙГ											-		
						ΙГ											-		
		18	12264.1	18	12275.8	т	18	12275.8	Г	18	12275.8	Г	18	12264.9	90	61,356.4	18	126	100.0%

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# **MARINE & 15th**

# 820 W 15th, North Vancouver BC

DKA	VING LIST
A0.00	COVER SHEET
 A0.01a	DESIGN RATIONALE
A0.03a	SITE CONTEXT
A0.03b	CONTEXT IMAGES
A0.04a	PERSPECTIVES
A0.04b	PERSPECTIVES
A0.05	SHADOW STUDIES
A0.05a	AERIAL VIEWS
A0.06	UNIT AREAS
A1.00	SITE PLAN
A2.01	LEVEL P2 PLAN
 A2.02	LEVEL P1 PLAN
A2.03	LEVEL 1 PLAN
A2.04	LEVEL 2 PLAN
A2.05	LEVEL 3 PLAN - TYPICAL
A2.09	ROOF PLAN
A2 20	PARKING SECTIONS
A2 21	PARKING SECTIONS AT RICYCLE STORAGES
A5 01	FI EVATIONS
A5 02	ELEVATIONS
46.00	SITE SECTIONS

UNITS SUMMARY

NEMETZ 2009 West 4th Avenue, Vancouver BC V6J 1N3 (604) 736.6562 LANDSCAPE ARCHITECT BUILDING ENVELOPE CONSULTANT

ELECTRICAL ENGINEER

PROJECT TEAM

CERTIFIED PROFESSIONAL
LIMDG CODE CONSULTANTS LTD.
4th Floor, 789 Bearty Street, Vancouver BC V68 2M1 (604) 682.7146 CIVIL ENGINEER
INTERCAD SERVICES LTD.
1111 West 8th Avenue, Vancouver BC V8H 1C5 (804) 739.7707 STRUCTURAL ENGINEER MECHANICAL ENGINEER

OWNER/DEVELOPER

ARCHITECT

GEOTECHNICAL ENGINEER GEOPACIFIC CONSULTANTS LTD. 215-1200 West 73rd Avenue, Vancouver BC V6P 6G5 (604) 439.0922 BUTLER SUNDVICK 4- 19089 94th Avenue, Surrey BC V4N 3S4

DIAMOND HEAD CONSULTING 3559 Commercial Street, Vancouver BC V5B 4E8 (604) 733.4896

ACOUSTIC CONSULTANT

TRAFFIC CONSULTANT
GREAT NORTHERN ENGINEERING CONSULTANTS (GNEC)
202. 8575 Bander Place, Burnaby BC V5A 4V7
(778) 827.1092

# Commercial Unit Distribution - Overall Project

	UNIT	1.1	AREA	L1 STOR	STORAGE	TOTAL	AREA
CRU-01	1357.2	1	1357.2	0	0.0	1	1,357.2
CRU-02	1155.3	1	1155.3	0	0.0	1	1,155.3
CRU-03	1155.3	1	1155.3	0	0.0	1	1,155.3
CRU-04	1155.3	1	1155.3	0	0.0	1	1,155.3
CRU-05	1155.3	1	1155.3	0	0.0	1	1,155.3
CRU-05	1170.2	1	1170.2	0	0.0	1	1,170.2
CRU-07	842.3	1	842.3	0	0.0	1	842.3
CRU-08	921.8	1	921.8	0	0.0	1	921.8
CRU-09	924.1	1	924.1	0	0.0	1	924.1
CRU-10	1137.2	1	1137.2	0	0.0	1	1,137.2
		10	10974.0	0	0.0	10	10,974.0



Project Title	
PH NV	15

POLYGON

Sheet Title
COVER SHEET

Plot Date 2021/01/22 C

A0.00

### DESIGN RATIONALE

### Relationship to context

The mixed-use residential commercial proposal will replace the former low-density service commercial within the Marine Drive Frequent Trans Development Area. The proposed most of adjustment of the proposed most of adjustment and exponential for the proposed most of the pro

### **Building Massing / Materials**

Building on previous successful collaborations between Polygon Homes and Shift Architecture, the proposed development seeks to enrich the community by supporting and enhancing the activities of the development intended places and enhancing the activities of the development intended places also seeks forms which enbody a strong base, middle and top, Civen the overall scale of the project, the architectural massing of the project also seeks to reduce the sead of the project into smaller, more easily undestood components that serve to enlines the existing urban composition. This approach is consistent on all facules of the development.

Cladding is chosen to enhance the massing: the commercial base of the development is rendered in a rich ironspot brick. A filagree of decorative painted structural columns serve to define individual storefronts, while supporting complementary opportunities for signage above the continuous glazing of the commercial frontage.

The lighter, painted cementiflous caladding of the residential levels counters the desper brick base of the commercial level. The middler or "body" of the architecture is defined by the same astrouds which gather balconies while subdividing and articulating the massing. The exterior faces of these farmes and shrouds are followed as recolding and articulating the massing. The exterior faces of these farmes and shrouds are followed as prefined with which their interfor face feature wood like cladings. The surfits of the balconies are gathered by frames also clad in some contribution of the surfice of

A decorative perforated metal screen on the South elevation reinforces the datum line created at the upper level and further defines the head of the building. Glass and aluminum guards are unitied for most beloncies while perforated metal screen is utilized within the guards at level five, to the West of the residential entry. The resulting architecture of the project is well-defined, warrand and eliminates.

### Indoor and Outdoor Amenities

Indoor and outdoor amenins have been provided for the residents of the development at grade at the northests corner of the building and sile. The north facing amenity room features near floor to ceiling splating and a direct connection to the residential cultoor anemaly to the north. A deep sheltering overhang offers protection from the elements while extending opportunities for activities and galactive part og lottle output right protection. In undersident the activities and galactive is and galactive and part in solid focus for the residents while exablishing a strong series of community with the development.

### Public Amenitie

A diverse array of public amenities surround the site and are accessible to future residents and business owners of the development. Mosquito Creek Park, Haywood Park, and Spirit trail leading to Lonadel Guay to the East and Ambleside to Usest are at walking and cycling distance. Shopping, restaurants, cafes, outdoor events, galleries, farmers markets, walk-in clinics encircle the site and create a healthy, withant and sustainable neighborhood.

The commercial amenities of the development will provide commercial services, local employment and a community bub.

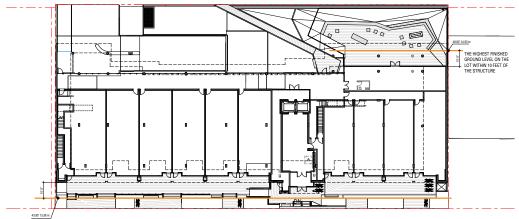
# Crime prevention through environmental design

The mixed-use function of the building inherently facilitates crime prevention, adding eyes on the street at different times of the day. Light fixtures through out the landscaping, particularly at the lane, create a safer environment at high.

the street after create a safe evidence for the day. Light fabutes through out the landscapening relatively at the landscapening create a safe evidence and landscaped area to the North activates the landscaped in the landscape individual control of the landscaped and landscaped area to the North activates the landscaped in the landscaped landscaped landscaped and landscaped area to the North activates the landscaped landsc

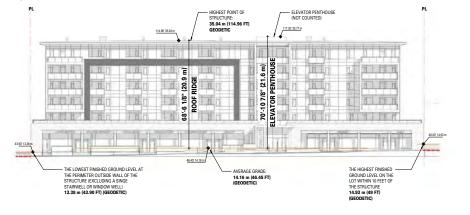
### Open space and Landscape treatment

The open area in front of the CRUs is set back from 15th street west. The border of the CRU platform gradually steps up with a few low rising stairs and is accentuated with different paving materials, platers and linear stepped sealing and benches. This differentiation is soft and gradual and designed to create an inviting and vibrant podium for pedestrian, shoppers and local community for est, sit, ext, relax, shop and enjoy the load businesses.



THE LOWEST FINISHED GROUND LEVEL AT THE PERIMETER OUTSIDE WALL OF THE STRUCTURE (EXCLUDING A SINGE STAIRWELL OR WINDOW WELL)

AVERAGE GRADE CALCULATIONS



SOUTH ELEVATION (BUILDING HEIGHT CALCS)



	t.	1
A	26/01/21	ISSUED FOR RZ/DP
С	04/04/22	RE-ISSUED FOR RZ/DP
В	01/12/21	RE-ISSUED FOR RZ/DP
No.	Date	Revision Notes



Project Title PH NV 15

820 W 15th St, North Vancouver BC V7P 1M6

POLYGON

Sheet 7/de
DESIGN RATIONALE

Drawn By Author Beviewed by Approver

Project Number
2003

Plot Date Issue Date
2021/01/22 04/04/22

Scale /saseRevision

1/16" = 1'-0"

C

A0.01a

C MEVIT 2021 LOCAL PLEB 2002 PH MTH - BUILDING (CHINA), SHIFT, SIN







200,1000 West 3rd Street North Vancouver, BC V7P 3J6 T 004 988,7501 | shiftenthiscture.cs

This drawing is an instrument of service and the prope Shift Architecture loc. and shall remain their proper, use of this drawing shall be restricted to the original as which it was prepared and publication thereof is exprelimated to such use. Resure, responduction or publication any method in whole or in part as prohibited without the written consent.

No.	Date	Revision Notes
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A	26/01/21	ISSUED FOR RZ/DP
С	04/04/22	RE-ISSUED FOR RZ/DP
В	01/12/21	RE-ISSUED FOR RZ/DP



Project Title
PH NV 15

120 W 15th St, North Vancouver BC V7P 16



Polygon Development 237 Ltd

Sheet Title
SITE CONTEXT

Drawn By Reviewed by

2003 Plot Del 2021/0

2021/01/2 Scale

C Street Number

A0.03a

\_\_\_\_\_



1. 15TH STREET W, LOOKING NORTH - PROJECT SIDE OF STREET



2. 15TH STREET W, LOOKING SOUTH



3. LOOKING EAST AT SITE





5. AT LANE LOOKING SOUTH - PROJECT SIDE OF LANE





Project Title
PH NV 15

820 W 15th St, North Vancouver BC V7P 1M

POLYGON

Sheet 7:5e CONTEXT IMAGES

Drawn By Auth Reviewed by Appr

> act Number 13 Date Issu

1/22 04/04/22 /aque/Revisio

A0.03b

IVIT 2021 LOCAL PLEB 2003 PH M18 - BUILDING (CHANG SHIFT, SHARL)



VIEW FROM SOUTH- 15TH STREET



VIEW FROM SW CORNER- 15TH STREET



PERSPECTIVE VIEW FROM SE- 15TH STREET





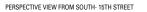
Project Title
PH NV 15

POLYGON

Sheet Title
PERSPECTIVES

A0.04a







PERSPECTIVE VIEW- CRUs





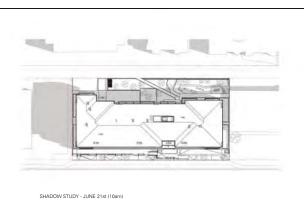
Project Title
PH NV 15

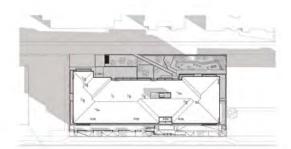


POLYGON

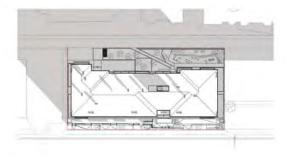
Sheet Title
PERSPECTIVES

A0.04b





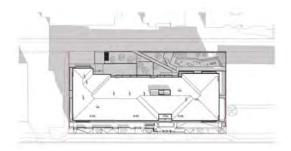
SHADOW STUDY - SEPT / MARCH 21st (10am)



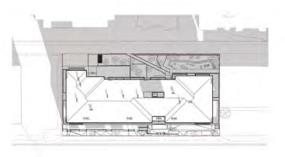
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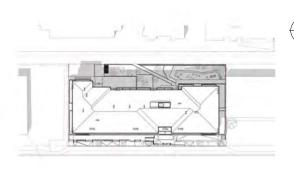
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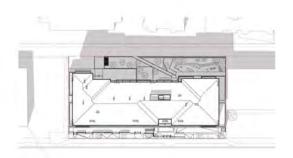
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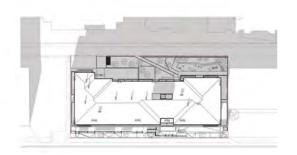
SHADOW STUDY - DECEMBER 21st (12pm)



SHADOW STUDY - JUNE 21st (2pm)



SHADOW STUDY - SEPT / MARCH 21st (2pm)



SHADOW STUDY - DECEMBER 21st (2pm)





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4		ISSUED FOR RZ/DP
	04/04/22	RE-ISSUED FOR RZ/DP
	01/12/21	RE-ISSUED FOR RZ/DP
No.	Date	Revision Notes



Project Title
PH NV 15

POLYGON

Sheet Title
SHADOW STUDIES

Plot Date 2021/01/22 Scale 1" = 40'-0" Sheet Number

A0.05



AERIAL FROM NE



3 AERIAL FROM SE



AERIAL FROM NW



4 AERIAL FROM SW





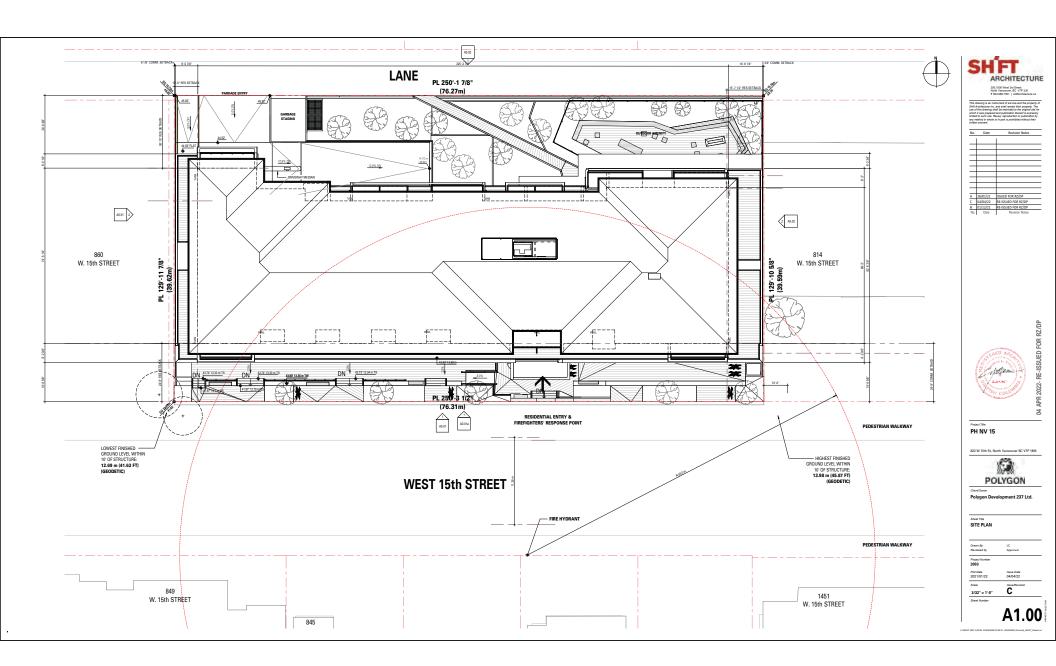
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PH NV 15

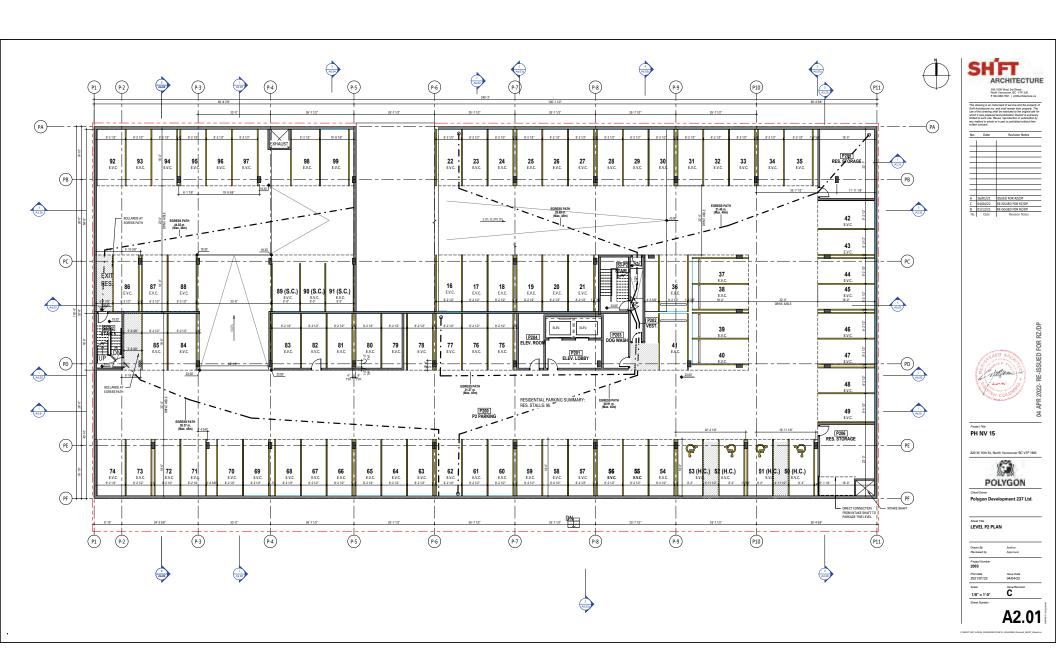
POLYGON

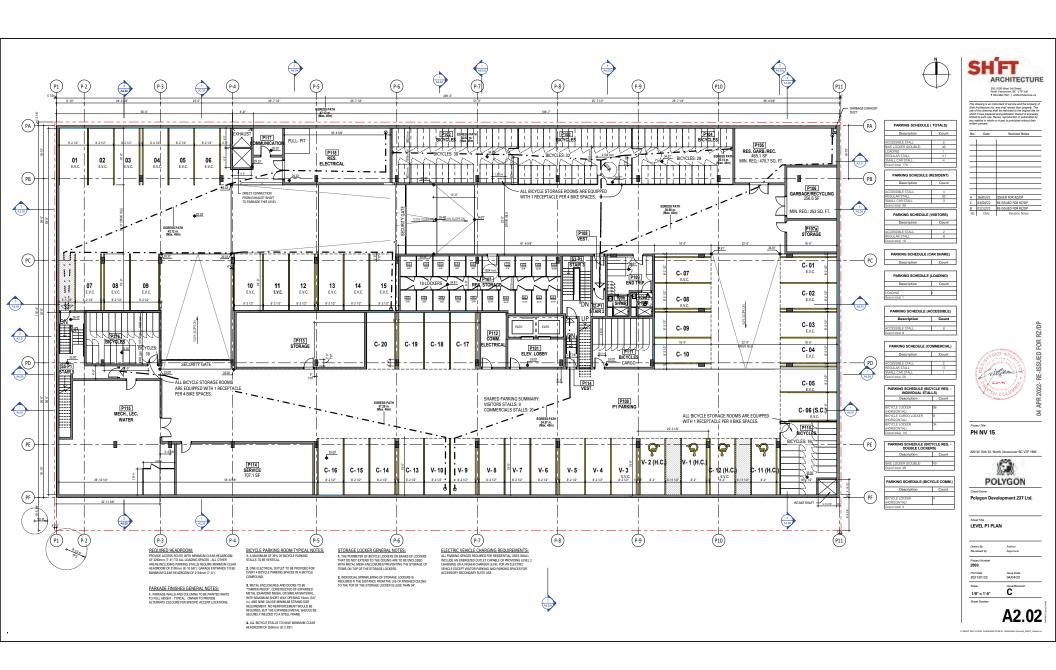
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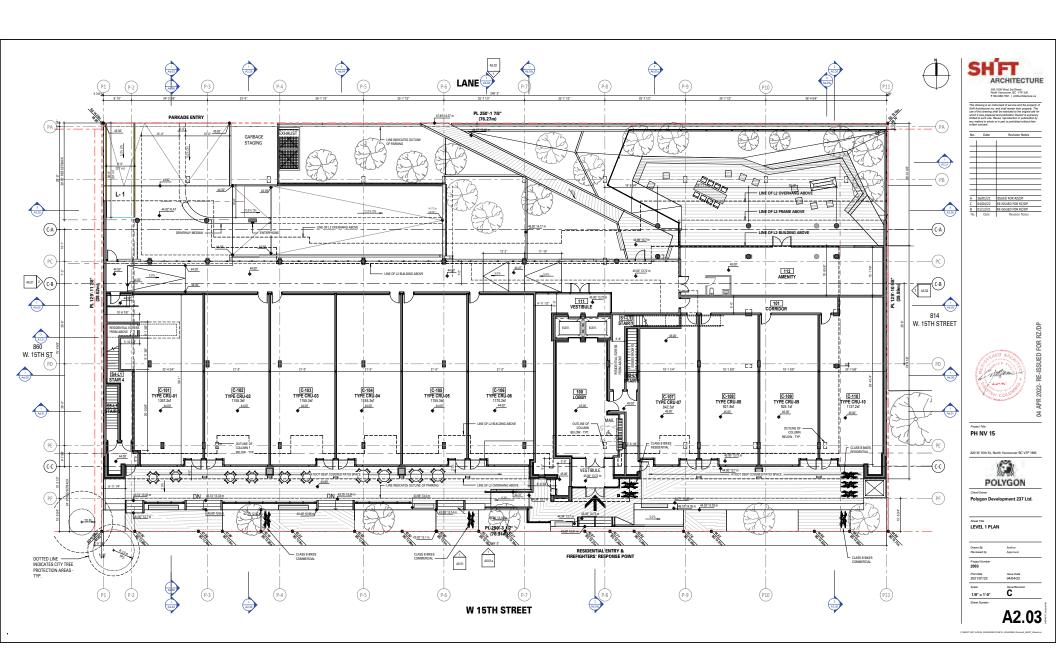
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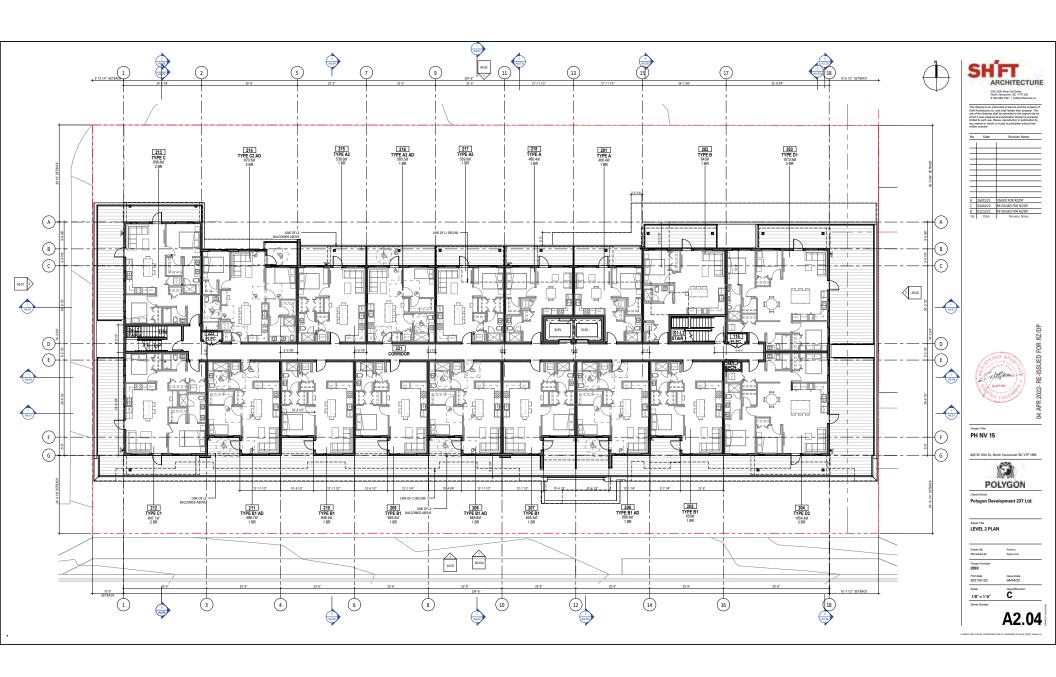


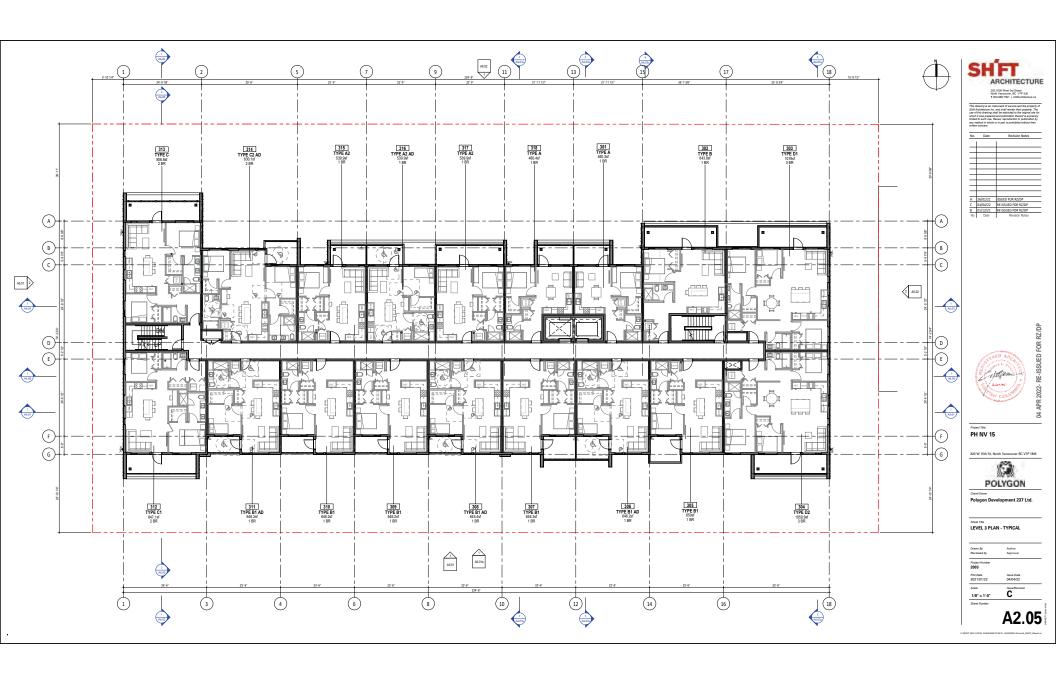


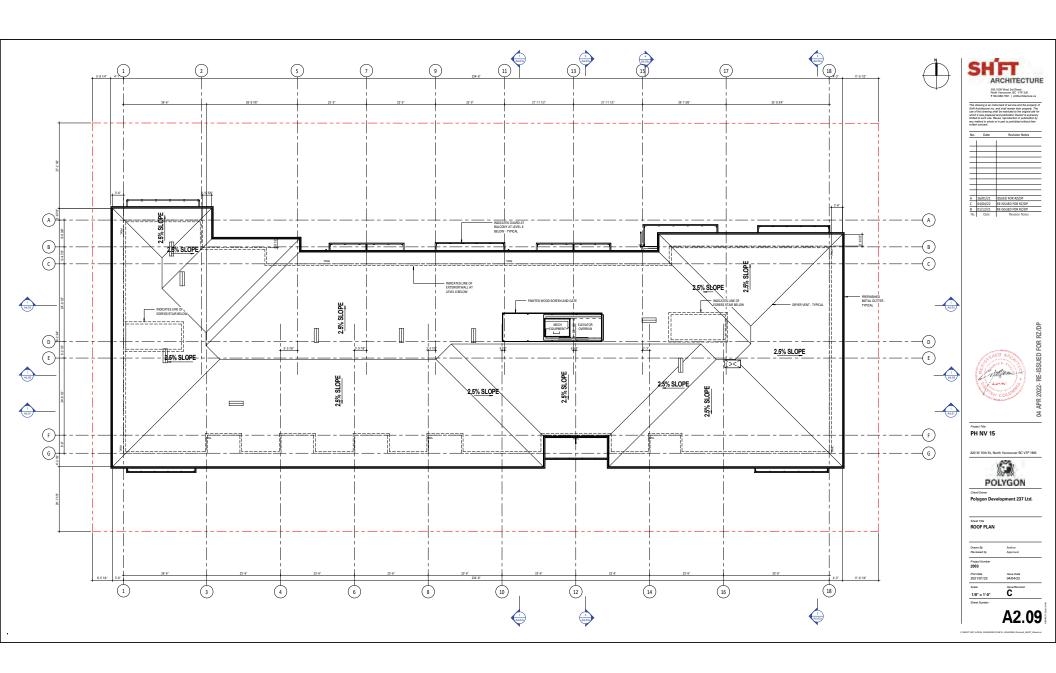


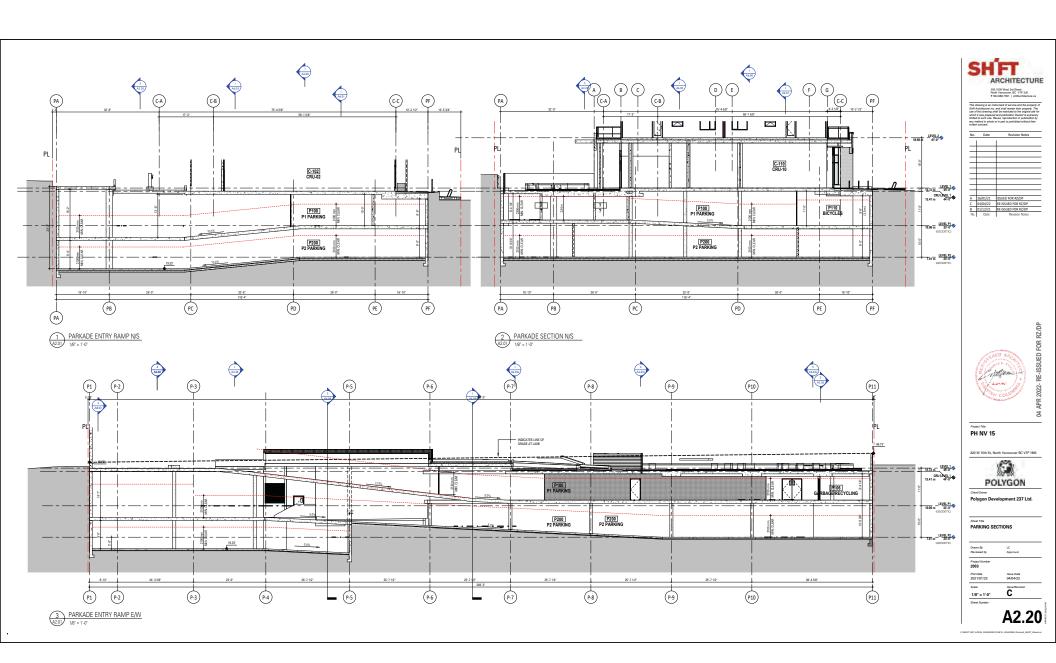


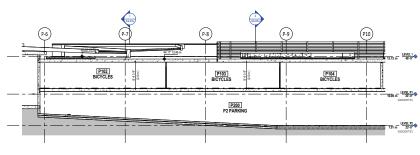




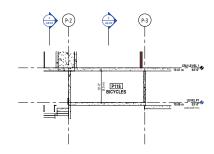








SECTION AT BICYCLE STORAGE P102-4



2 SECTION AT BICYCLE STORAGE P116





Project Title
PH NV 15

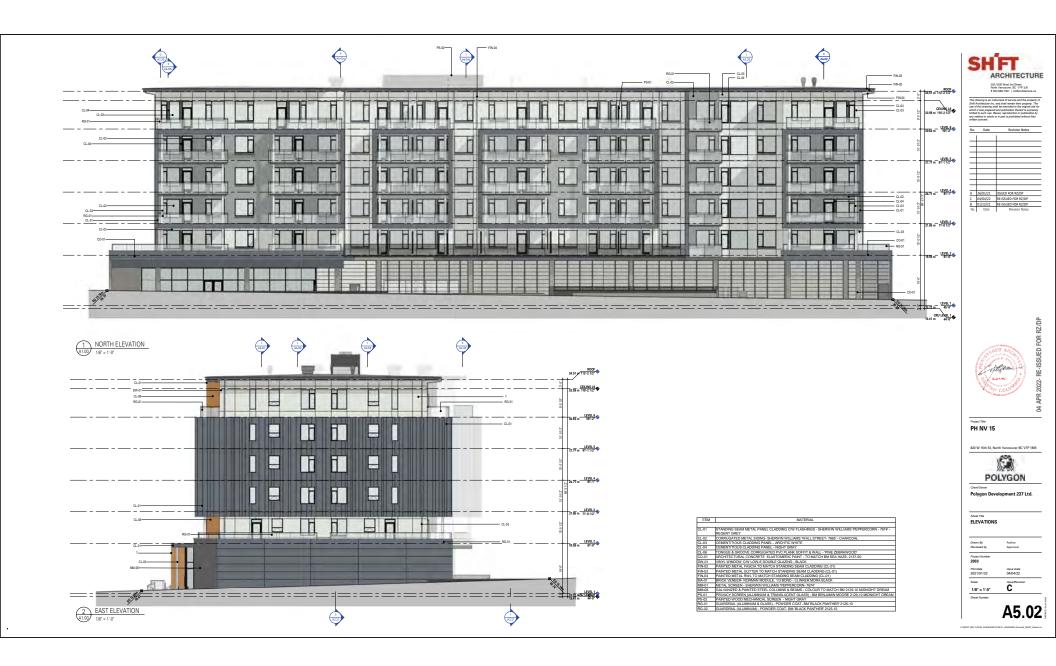


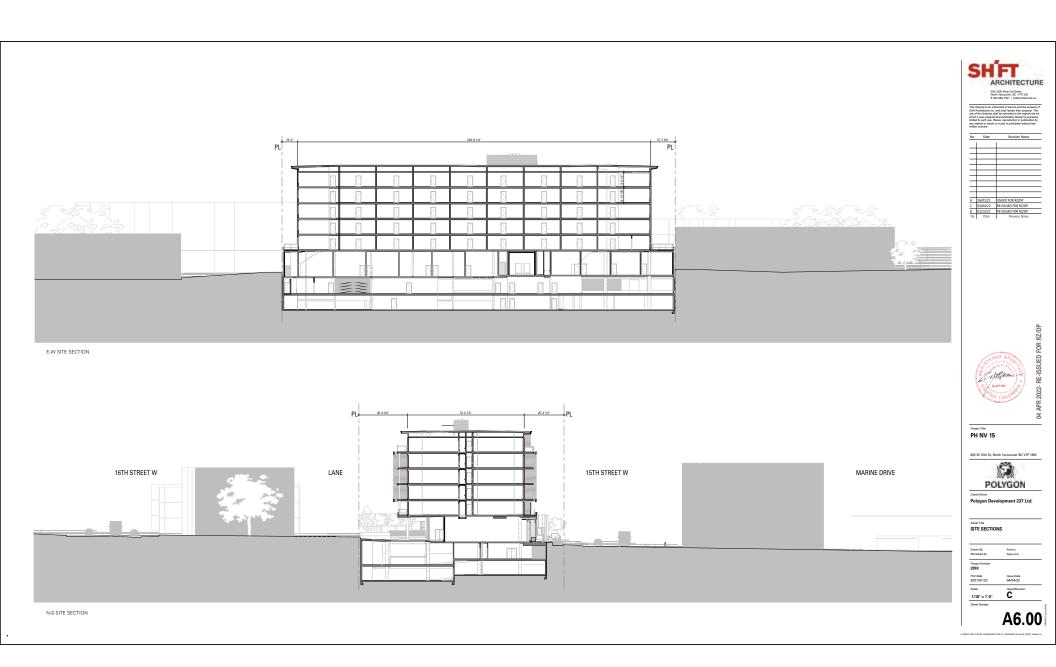
Sheet 7/8e
PARKING SECTIONS AT
BICYCLE STORAGES

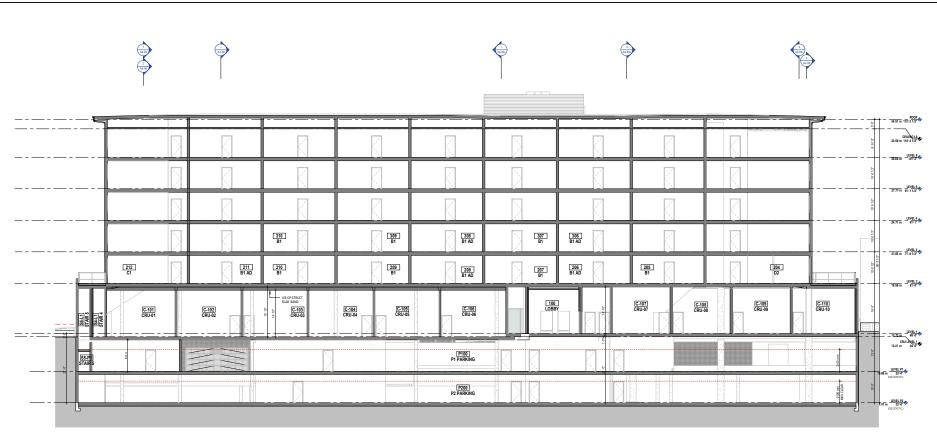
Plot Date 2021/01/22 Scale 1/8" = 1'-0" Sheet Number

A2.21





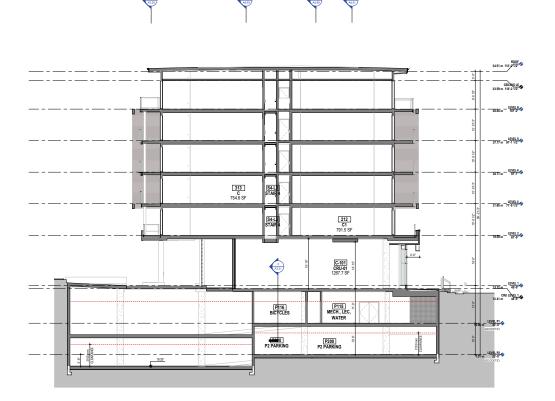




1 TYPICAL E-W SECTION AT BUILDING



A6.01



1 TYPICAL N-S SECTION AT BUILDING
1/8" = 1'-0"





Project Title
PH NV 15

820 W 15th St. North Vancouver BC V7P 18



Client/Owner

Sheet Title
BUILDING SECTIONS

BOILDING SECTIONS

Project Number
2003
Plot Date
2003/05/22

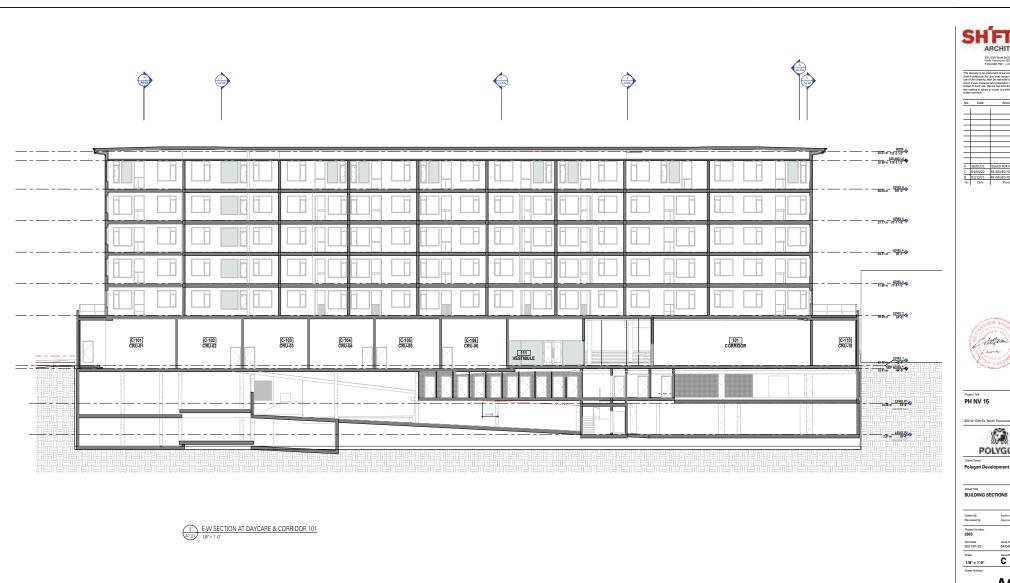
101 Date Issue Date
1021/01/22 04/04/22

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Sheet Number

A6.02

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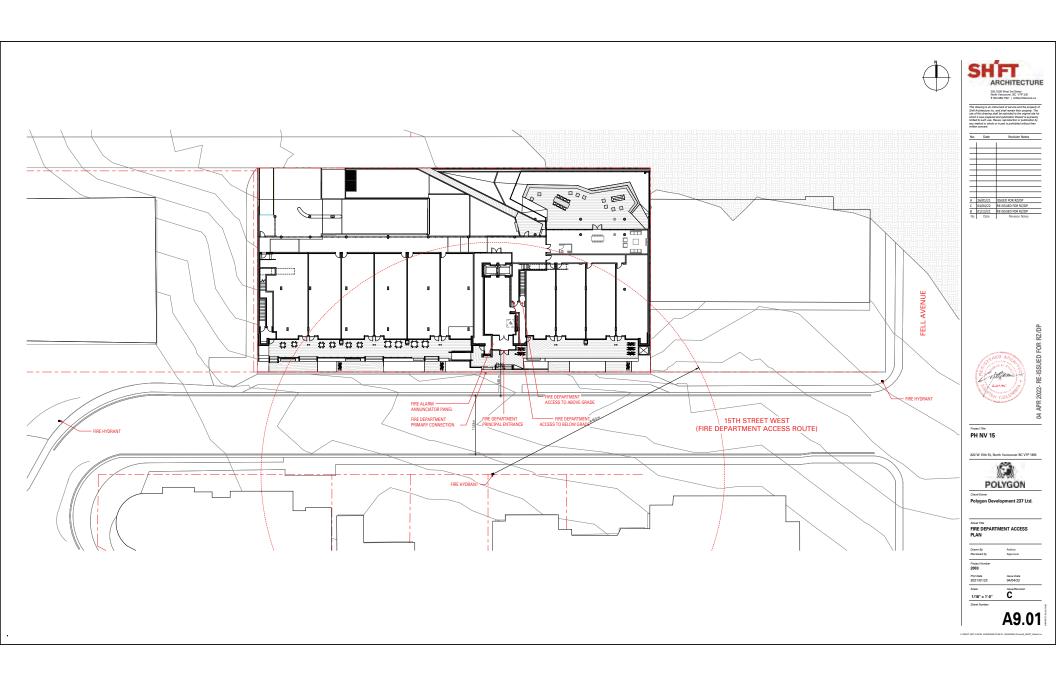


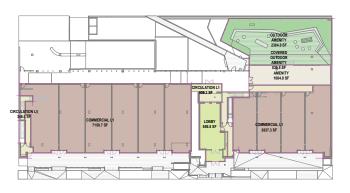






A6.03





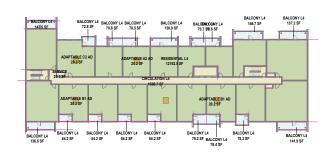
#### 1 FSR OVERLAYS - LEVEL 1



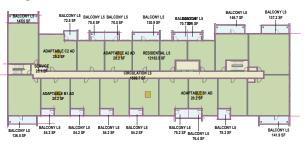
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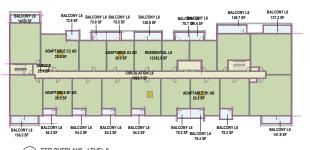
3 FSR OVERLAYS - LEVEL 3



FSR OVERLAYS - LEVEL 4



5 FSR OVERLAYS - LEVEL 5



6 FSR OVERLAYS - LEVEL 6











GROSS FLOOR AREA LEVEL 6			
ADAPTABLE	101.2 SF		
CIRCULATION	1631.4 SF		
RESIDENTIAL	12182.5 SF		
TOTAL:	13915 1 SE		

GROSS FLOOR AREA TOTAL		
LEVEL 1	14242.5 SF	
LEVEL 2	13888 SF	
LEVEL 3	13915.1 SF	
LEVEL 4	13915.1 SF	
LEVEL 5	13915.1 SF	
LEVEL 6	13915.1 SF	
TOTAL:	83790.8 SF	





PH NV 15
820 W 15th St, North Vancouver BC V7P 1h

POLYGON

Sheet Title
FSR OVERLAYS

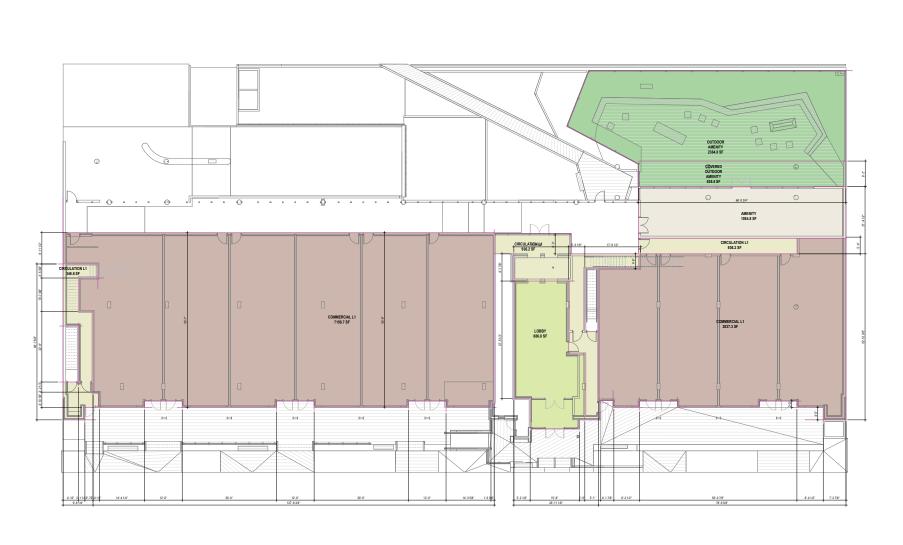
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5003
To Date Jasue Date
02:101/22 04/04/22
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1" = 20-0" C

Street Mumber

FSR 1.01

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Project Title
PH NV 15

20 W 15th St, North Vancouver BC V7P 1M6

POLYGON

Client/Owner

Sheet Title FSR OVERLAY L2

Drawn By Author Reviewed by Approver Project Number 2003

2021/01/22 04/04/22 Scale // Jasue/Revis
1/8" = 1'-0"

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FSR 1.03

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Project Title
PH NV 15

0 W 15th St, North Vancouver BC

POLYGON

Polygon Development 237 Ltd

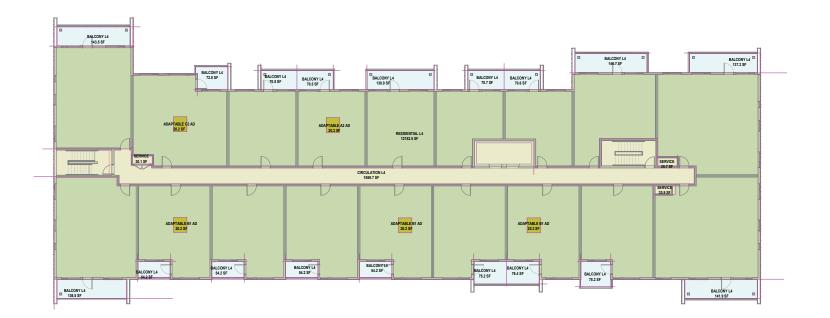
Sheet 7:5e FSR OVERLAY L3

Dream By Author
Reviewed by Approver

Project Number
2003

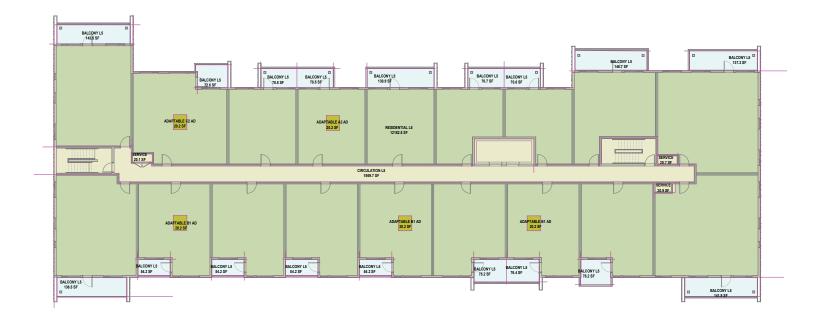
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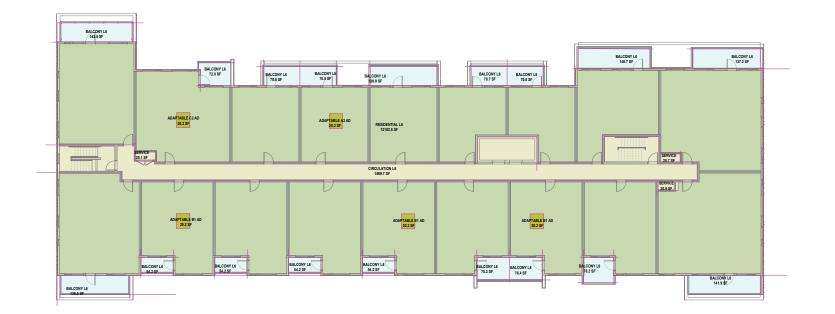


FSR 1.05





FSR 1.06





FSR 1.07

# Attachment 4

# ARTERRA - MARINE & 15th 820 W 15th St North Vancouver BC

LANDSCAPE SET: RE-ISSUED FOR REZONING/ DEVELOPMENT PERMIT MARCH 23, 2022

### LANDSCAPE DRAWING INDEX

	DRAWING INDEX		
SHEET No.	SHEET NAME		
L0.0	COVER SHEET AND DRAWING LIST		
L0.1	INSPIRATION & DESIGN RATIONALE		
L1.0	SITE PLAN		
L1.1	LIGHTING PLAN		
L2.0	PLANT MATERIALS AND PLANT LIST		
L2.1	PLANTING PLAN		
L3.0	PRECEDENTS & MATERIALS		
L4.0	SECTIONS		
L5.0	DETAILS		
L5.1	DETAILS		
L5.2	DETAILS		

### **GENERAL NOTES**

ALL LANDSCAPE ARCHITECTURAL DRAWINGS IN THIS PACKAGE SHALL BE READ IN CONJUNCTION WITH ALL OTHER LANDSCAPE ARCHITECTURAL DRAWINGS, DETAILS, SPECIFICATIONS, AND OTHER CORRESPONDANCE THAT MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.

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.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES OR CONCEALED STRUCTURES AT THE PROJECT SITE.

FINAL SELECTION AND APPROVAL OF ALL STREET TREES TO BE DONE BY THE CITY OF NORTH VANCOUVER.

### PROJECT INFORMATION

### ARCHITECT:

SHIFT ARCHITECTURE
CONTACT NAME: CAMERON HALKIER
200-1000 WEST 3RD STREET
NORTH VANCOUVER, B.C. V7P 3J6
EMAIL: cam@shiftarchitecture.ca
PH: 604 988 7501

### 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 EXT 223

Connect

2305 Hemlock St, Vancouver BC, V6H 2V1 T 604 681 3303 F 604 681 3307 www.connectla.ca

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND / 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



4	RE-ISSUED FOR RZ/DP	22-03-23
3	RE-ISSUED FOR RZ/DP	21-12-15
2	RE-ISSUED FOR RZ/DP	21-11-30
1	ISSUED FOR RZ/DP	21-01-22

### Arterra Marine &15th

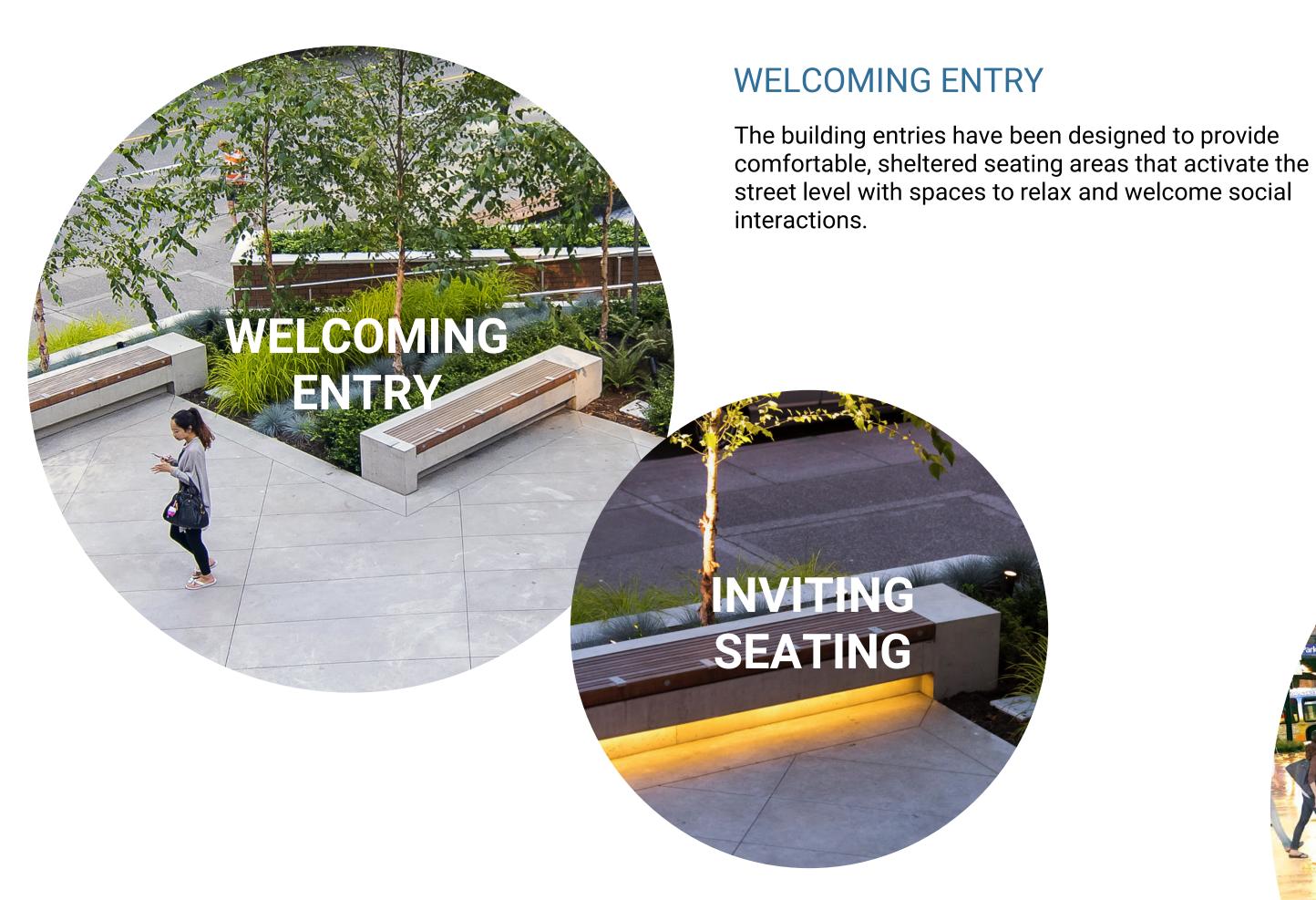
**REVISIONS** 

820 W 15th St North Vancouver, BC

NTS
MF
KL
06-719

COVER SHEET

# DESIGN RATIONALE AND PRINCIPLES



### **ENGAGING AMENITY SPACE WITH WESTCOAST FEEL**

The indoor amenity space opens up to an outdoor amenity that has a generous overhang and allows for activities to spill outdoors.

The fenced and secured sloped woodland native garden frames a terrace that features engaging seating areas for socializing, lounging around a fire table, and other gatherings.

The materials are: natural basalt stone and river rock, red cedar timber tops and furniture, and westcoast planting materials that are inspired by the natural materials found on the North Shore.



COMFORTABLE SPACES TO SOCIALIZE

### VIBRANT RETAIL EDGE

Seating and planting along 15th street create a vibrant, friendly retail frontage that activates the street with points of interest. The additional seatings and tables add to the social communal program of the outdoor space.



ACCESS TO NATURE LANDSCAPE

Arterra Marine &15th

820 W 15th St North Vancouver, BC

Scale:	NTS
Drawn:	MR
Reviewed:	KL
Project No.	06-719

INSPIRATION & DESIGN RATIONALE

Connect Landscape Architecture Inc.

STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING
THE APPROPRIATE COMPANY, DEPARTMENT OR
PERSON(S) OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

CLIENT

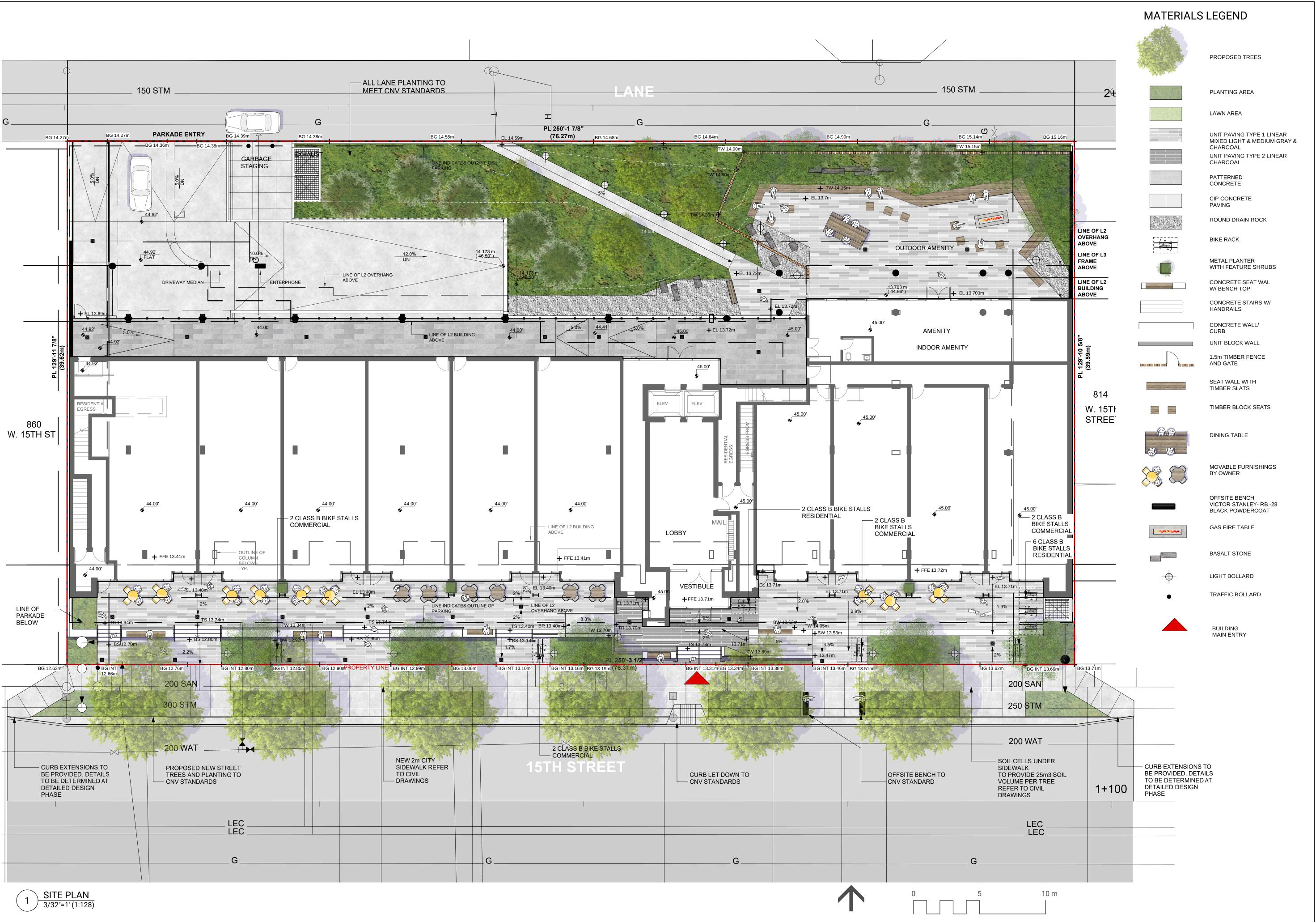


2305 Hemlock St, Vancouver BC, V6H 2V1

T 604 681 3303 F 604 681 3307

STRUCTURES AT THE PROJECT SITE

4	RE-ISSUED FOR RZ/DP	22-03-2
3	RE-ISSUED FOR RZ/DP	21-12-1
2	RE-ISSUED FOR RZ/DP	21-11-3
1	ISSUED FOR RZ/DP	21-01-2





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CLIENT



# Arterra Marine &15th

820 W 15th St North Vancouver, BC

4 RE-ISSUED FOR RZ/DP

3 RE-ISSUED FOR RZ/DP

2 RE-ISSUED FOR RZ/DP

**REVISIONS** 

ISSUED FOR RZ/DP

Scale:	3/32"=1' / 1:128
Drawn:	MR
Reviewed:	KL
Project No.	06-719

SITE PLAN

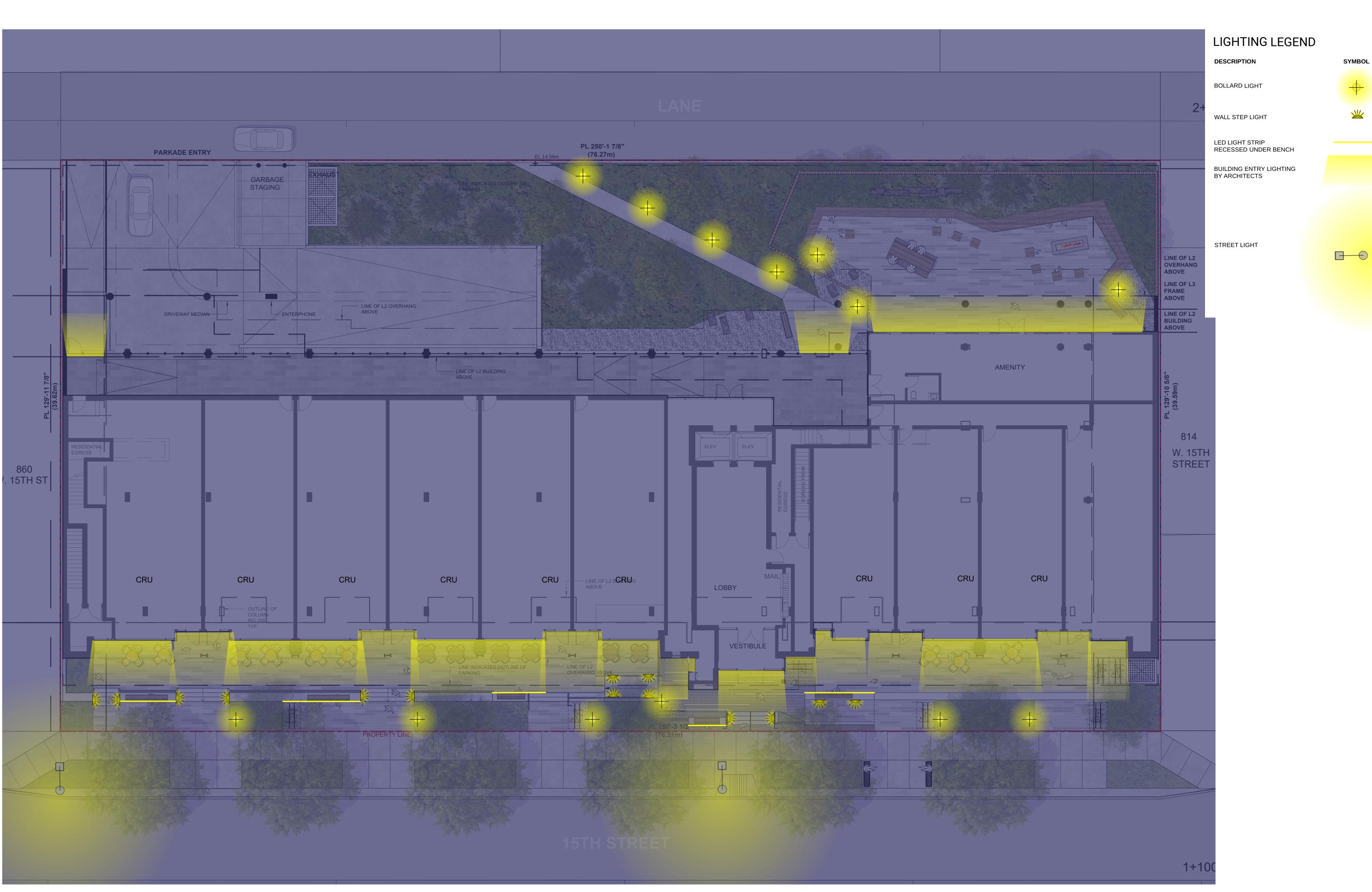
L1.0

22-03-23

21-12-15

21-11-30

21-01-22



LIGHTING PLAN 3/32"= 1' (1:128)





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CLIENT



4	RE-ISSUED FOR RZ/DP	22-03-23
3	RE-ISSUED FOR RZ/DP	21-12-15
2	RE-ISSUED FOR RZ/DP	21-11-30
1	ISSUED FOR RZ/DP	21-01-22
RE\	VISIONS	

# Arterra Marine &15th

820 W 15th St North Vancouver, BC

,	Scale:	3/32"=1' / 1:128
	Drawn:	MR
	Reviewed:	KL
	Project No.	06-719

LIGHTING PLAN

L1.1

# RETAIL FRONTAGE: LAYERED TEXTURED ADAPTIVE PLANTING









### NORTHSIDE: LAYERED TEXTURE AND NATIVE PLANTING











### PLANT LIST

QTY. BOTANICAL NAME

	TREES					
	5	Acer griseum	Paperbark Maple	6cm cal.	as shown	specimen
The state of the s	<u> </u>	Acer circinatum 'Pacific Fire' #	Pacific Fire Vine Maple	2.5m ht	as shown	multistem
white was	- 7	Picea omorika	Serbian Spruce	2.5-3m Ht	as shown	specimen
~~ ~~	5	Stewartia pseudocamellia	Japanese Stewartia	6cm cal.	as shown	specimen
	6	Street Tree	Per CNV	6cm cal.	as shown	specimen
	SHRUB	S				
$\boxtimes$	105	Buxus microphylla 'Green Beauty'	Green Beauty Boxwood	No. 5 Pot	450mm 0.C.	fully established
$\bigotimes$	44	Cornus sericea 'Kelseyi'* #	Kelsey Redtwigged Dogwood	No. 2 Pot	600mm O.C.	fully established
+	65	Ilex crenata 'Compacta'	Compact Japanese Holly	No. 3 Pot	600mm O.C.	fully established
	11	Nandina domestica 'Gulfstream'	Gulfstream Nandina	No. 2 Pot	600mm O.C.	fully established
	14	Hydrangea paniculata 'Quick Fire' *	Quick Fire Hydrangea	No. 2 Pot	900mm O.C.	fully established
$\oplus$	209	Lavendula angustifolia 'Hidecote'	Hidecote Lavender	No. 1 Pot	450mm O.C.	fully established
wa wa	3	Polystichum munitum	Sword Fern	No. 2 Pot	600mm O.C.	fully established
$\bigotimes$	109	Rhododendron 'Bloom-A-Thon' *	White Bloom-A-Thon Azalea	No. 2 Pot	600mm O.C.	fully established
	73	Rhododendron 'Ken Janek' *	Ken Janeck Rhododendron	No. 3 Pot	750mm O.C.	fully established
Δ	84	Rhododendron 'Mardi Gras' *	Mardi Gras Rhododendron	No. 5 Pot	900mm O.C.	fully established
$\odot$	234	Sarcococca hookeriana humilis *	Dwarf Sweet box	No. 2 Pot	450mm O.C.	fully established
$\otimes$	128	Sarcococca ruscifolia *	Fragrant Sweet box	No. 3 Pot	600mm O.C.	fully established
	58	Skimmia japonica 'Rubella' *	Rubella Skimmia	No. 2 Pot	600mm O.C.	fully established
•••	144	Vaccinium ovatum * #	Evergreen Huckleberry	No. 3 Pot	750mm O.C.	fully established
<b>(</b>	3	Taxus baccata 'Fasitigiata Robusta'	Fastigiate Irish Yew	No. 10 Pot	as shown	fully established
	GROUN	IDCOVERS, PERENNIALS, AND GRASSES	3			
	69	Arctostaphylos uva-ursi *	Kinnicknick	No. 1 Pot	380mm O.C.	fully established
$\oplus$	101	Carex morrowii 'Ice Dance'	Ice Dance Sedge	No. 1 Pot	380mm O.C.	fully established
٥	69	Liriope muscari 'Big Blue' *	Big Blue Lilyturf	No. 1 Pot	300mm O.C.	fully established

**COMMON NAME** 

### NOTES:

- \* Indicates pollinator/bird friendly plants
- # Indicates native plants

### **PLANTING NOTES**

- 1. ALL PLANTING SHALL BE IN ACCORDANCE WITH BC LANDSCAPE STANDARD, AND CANADIAN LANDSCAPE STANDARDS LATEST EDITION.
- 2. ALL TREE AND SHRUB BEDS ARE TO BE MULCHED WITH 50mm OF 2 MEDIUM FINE MULCH, LESS THAN 50mm DIAMETER.
- 3. All OFFSITE TREES TO HAVE MINIMUM OF 25m3 SOIL VOLUME.



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SPACING COMMENTS



2 RE-ISSUED FOR RZ/DP 21-11-30

1 ISSUED FOR RZ/DP 21-01-22

REVISIONS

22-03-23

21-12-15

### Arterra Marine &15th

4 RE-ISSUED FOR RZ/DP

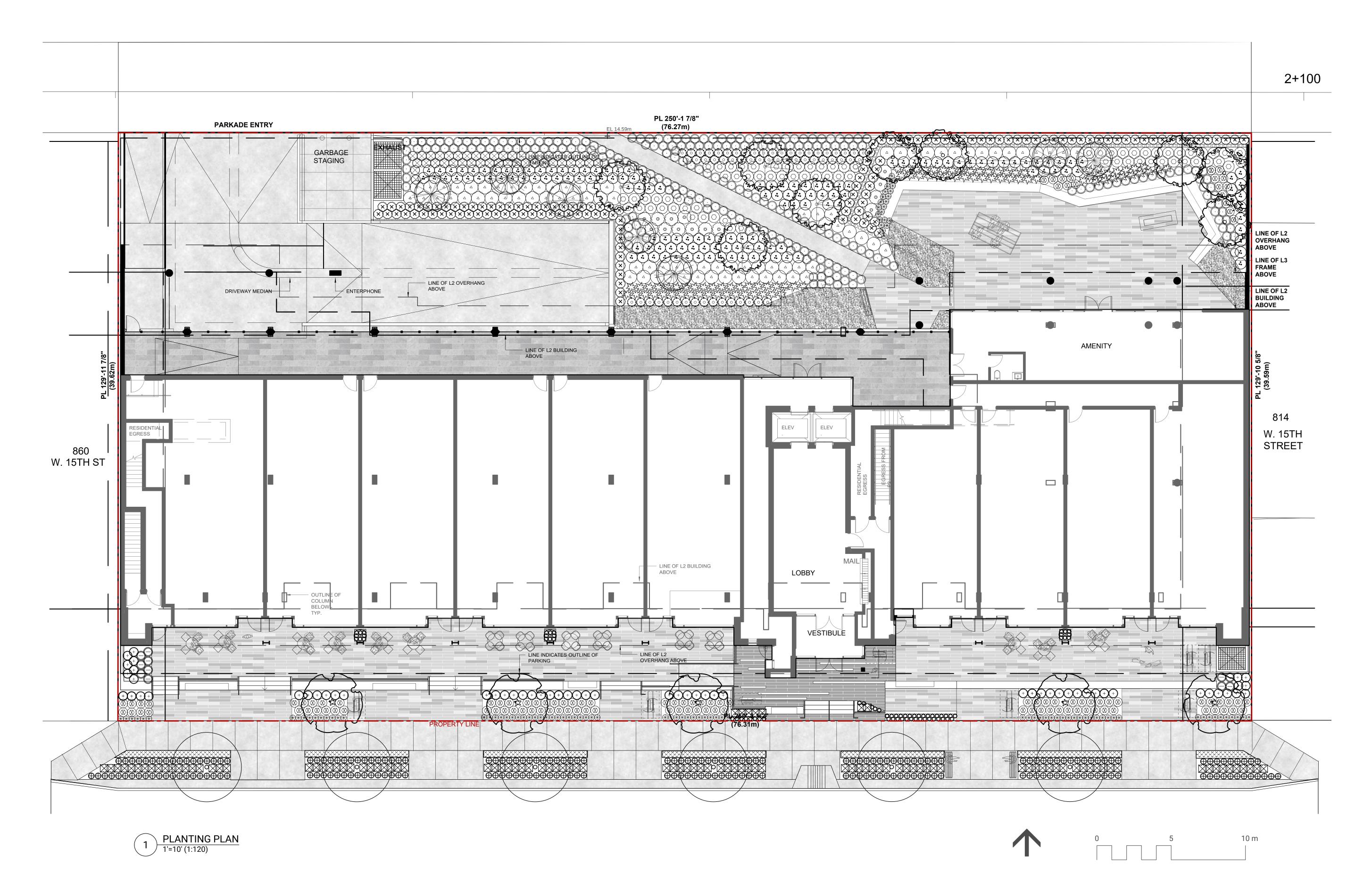
3 RE-ISSUED FOR RZ/DP

820 W 15th St North Vancouver, BC

Scale:	1:100
Drawn:	MR
Reviewed:	KL
Project No.	06-719

PLANT MATERIALS

### NOTE: REFER TO PLANT LIST ON L2.0





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CLIENT



4	RE-ISSUED FOR RZ/DP	22-03-23
3	RE-ISSUED FOR RZ/DP	21-12-15
	RE-ISSUED FOR RZ/DP	21-11-30
2	<u> </u>	

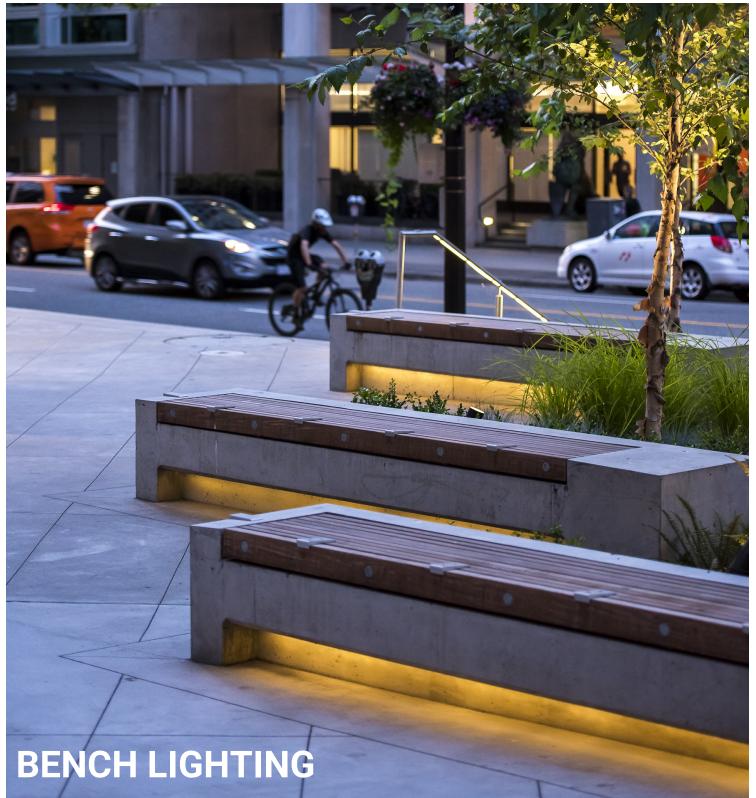
# Arterra Marine &15th

820 W 15th St North Vancouver, BC

Scale:	1'=10' (1:120
Drawn:	MI
Reviewed:	K
Project No.	06-719

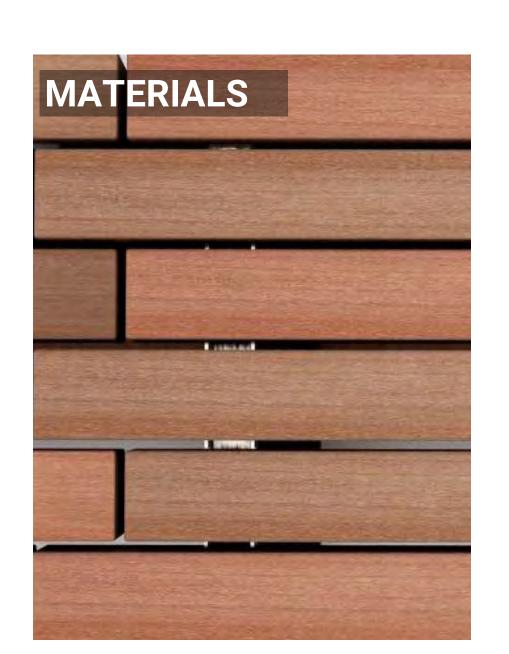
### PLANTING PLAN





















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4	RE-ISSUED FOR RZ/DP	22-03-23
3	RE-ISSUED FOR RZ/DP	21-12-15
2	RE-ISSUED FOR RZ/DP	21-11-30
1	ISSUED FOR RZ/DP	21-01-22

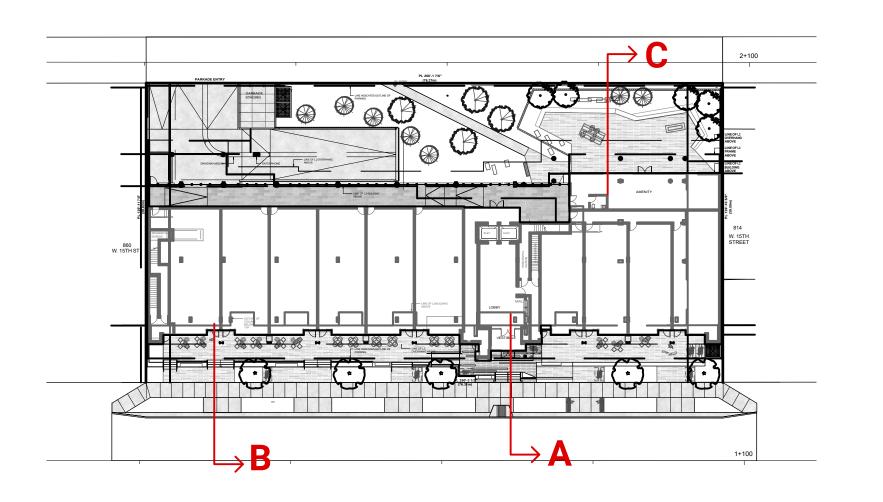
# Arterra Marine &15th

820 W 15th St North Vancouver, BC

Scale:	NTS
Drawn:	MR
Reviewed:	KL
Project No.	06-719

PRECEDENTS & MATERIALS





KEY PLAN - LEVEL 1



SECTION - LEVEL 1 RETAIL ON 15TH ST Scale: 1:50



SECTION - LANE AND AMENITY SPACE
Scale: 1:50

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CLIENT



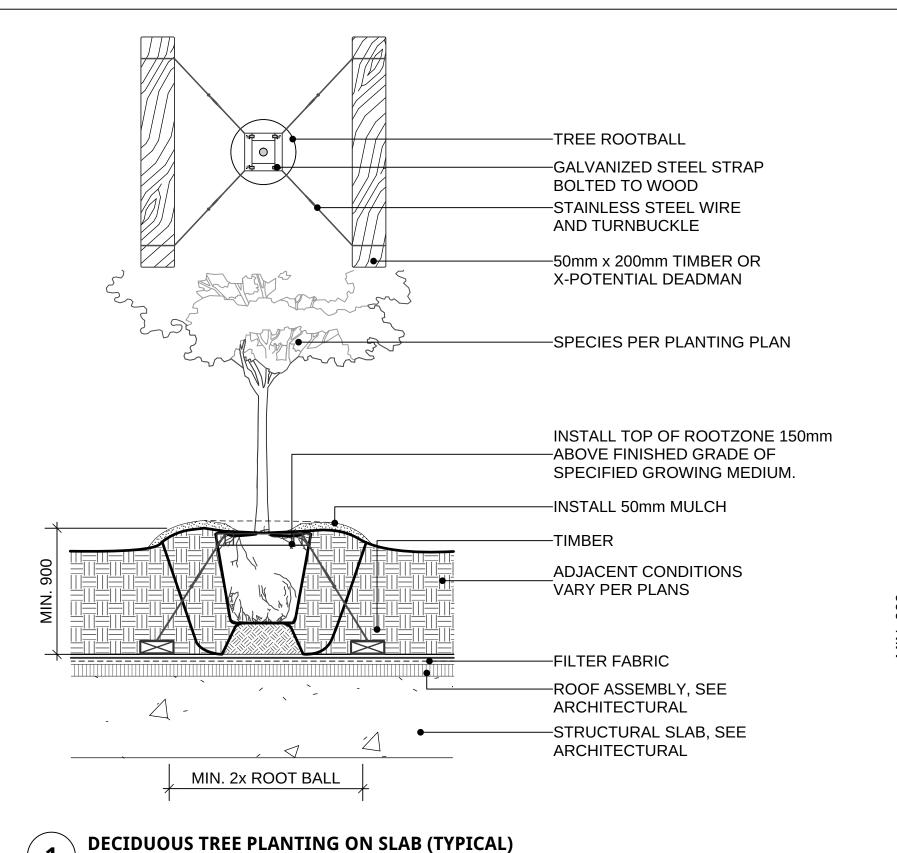
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3	RE-ISSUED FOR RZ/DP	21-1
2	RE-ISSUED FOR RZ/DP	21-1
1	ISSUED FOR RZ/DP	21-0

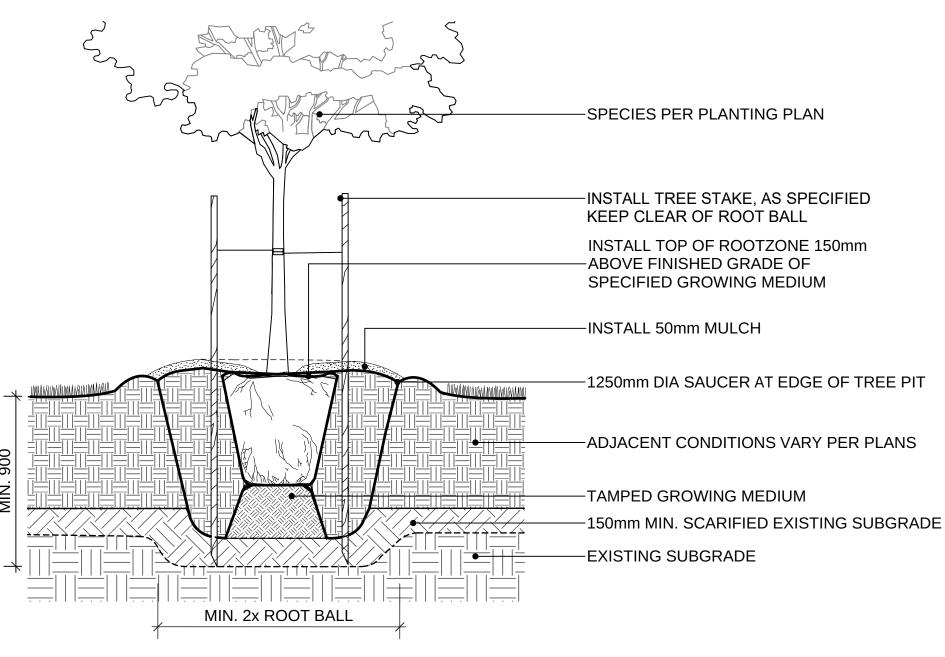
### Arterra Marine &15th

820 W 15th St North Vancouver, BC

Scale:	1:50
Orawn:	MR
Reviewed:	KL
Project No.	06-719

SECTIONS

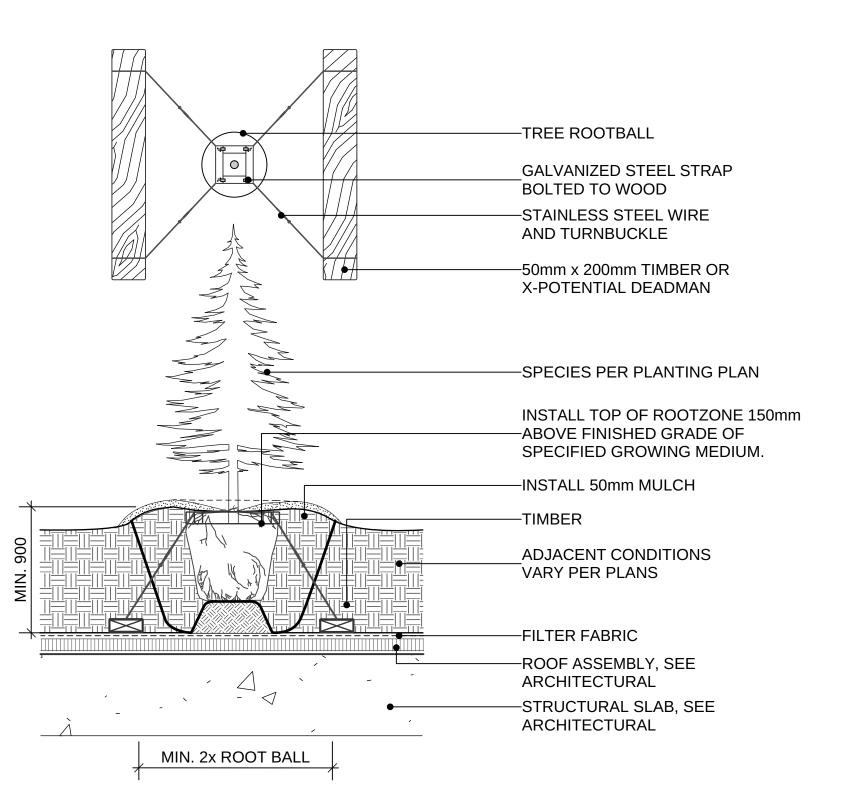




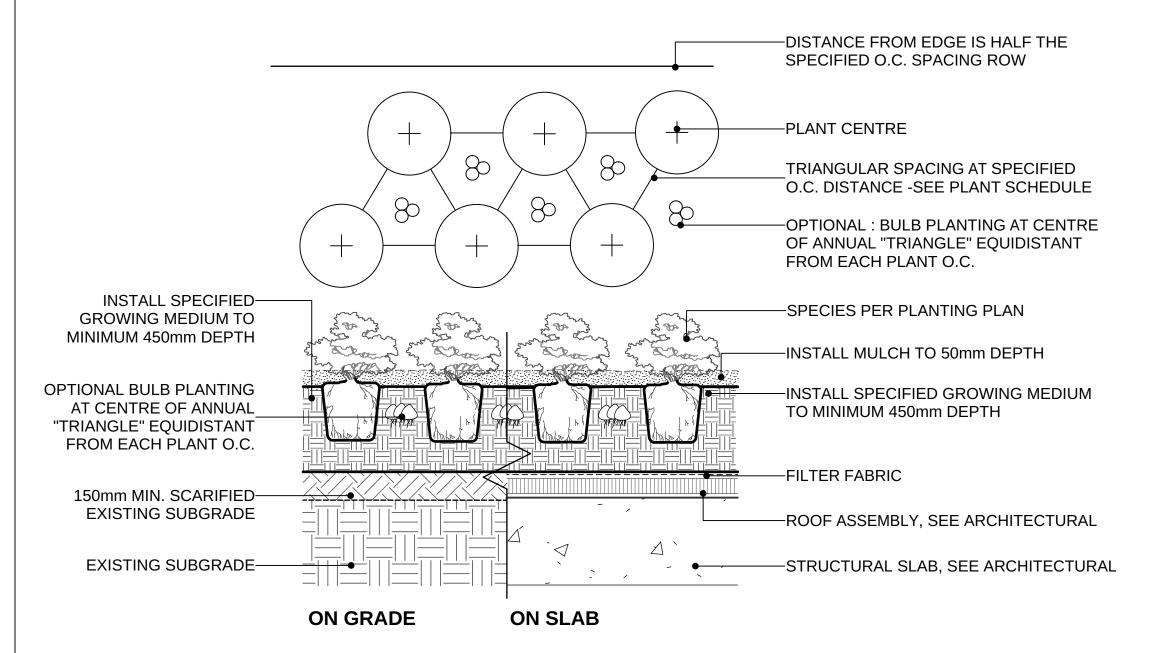
DECIDUOUS TREE PLANTING ON GRADE (TYPICAL)

**SCALE 1:10** 

**SCALE 1:20** 

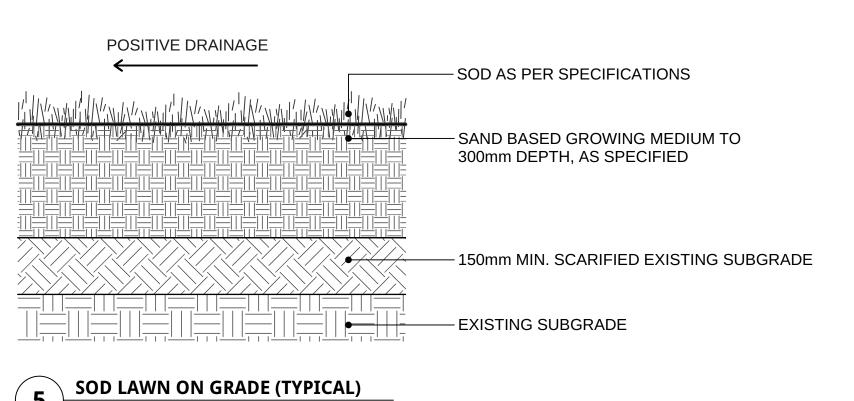


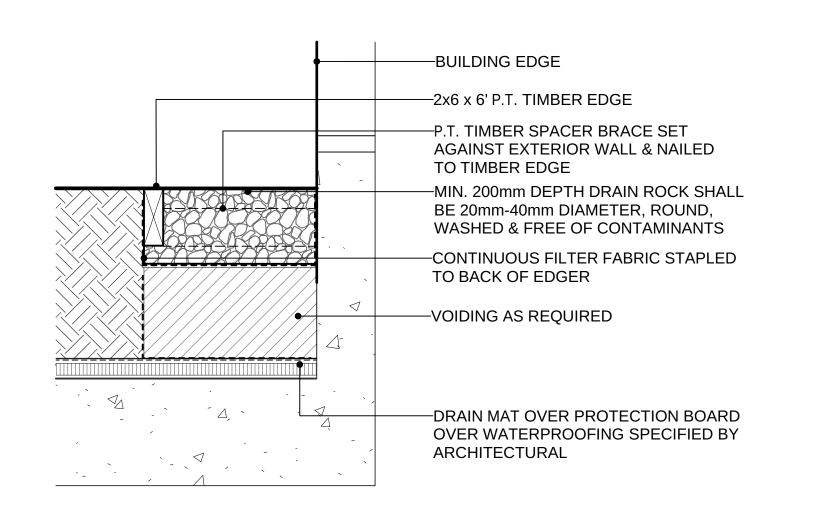
3 CONIFEROUS TREE PLANTING ON SLAB (TYPICAL)
SCALE 1:25

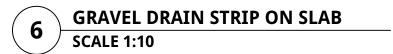


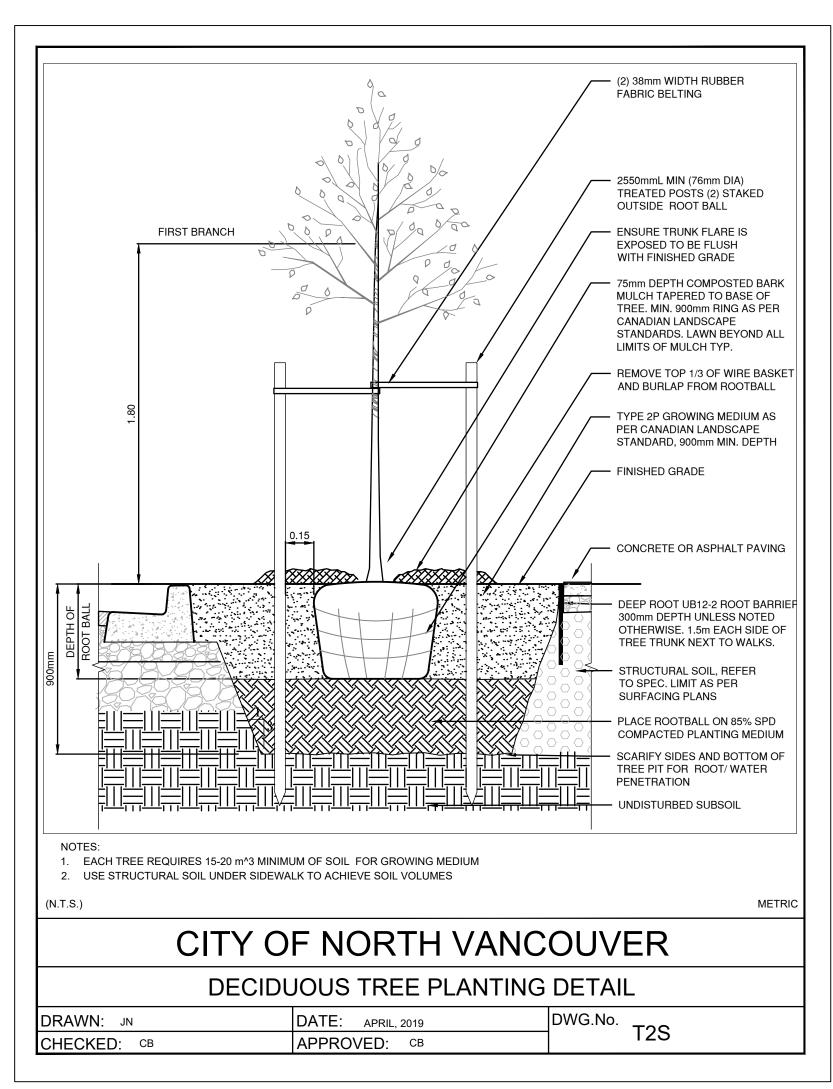
4 SHRUB AND GROUNDCOVER PLANTING ON GRADE/SLAB(TYPICAL)
SCALE 1:20

**SCALE 1:25** 













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Arterra Marine &15th

3 RE-ISSUED FOR RZ/DP

2 RE-ISSUED FOR RZ/DP

REVISIONS

ISSUED FOR REVIEW

820 W 15th St North Vancouver, BC

Scale:	AS SHOWN
Drawn:	MR
Reviewed:	KL
Project No.	06-705

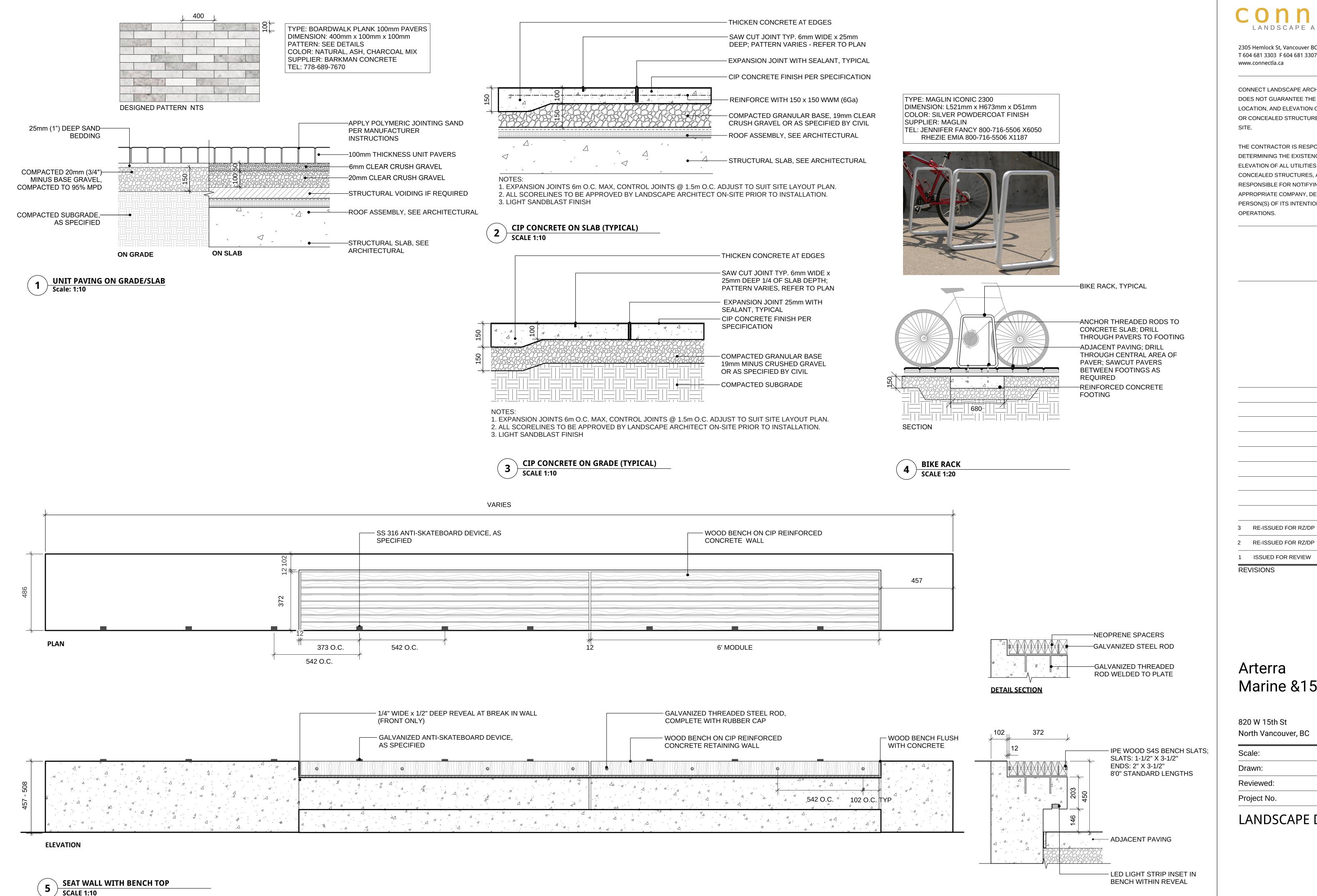
LANDSCAPE DETAILS

L5.0

22-03-23

21-11-30

20-10-08



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Arterra Marine &15th

ISSUED FOR REVIEW

820 W 15th St North Vancouver, BC

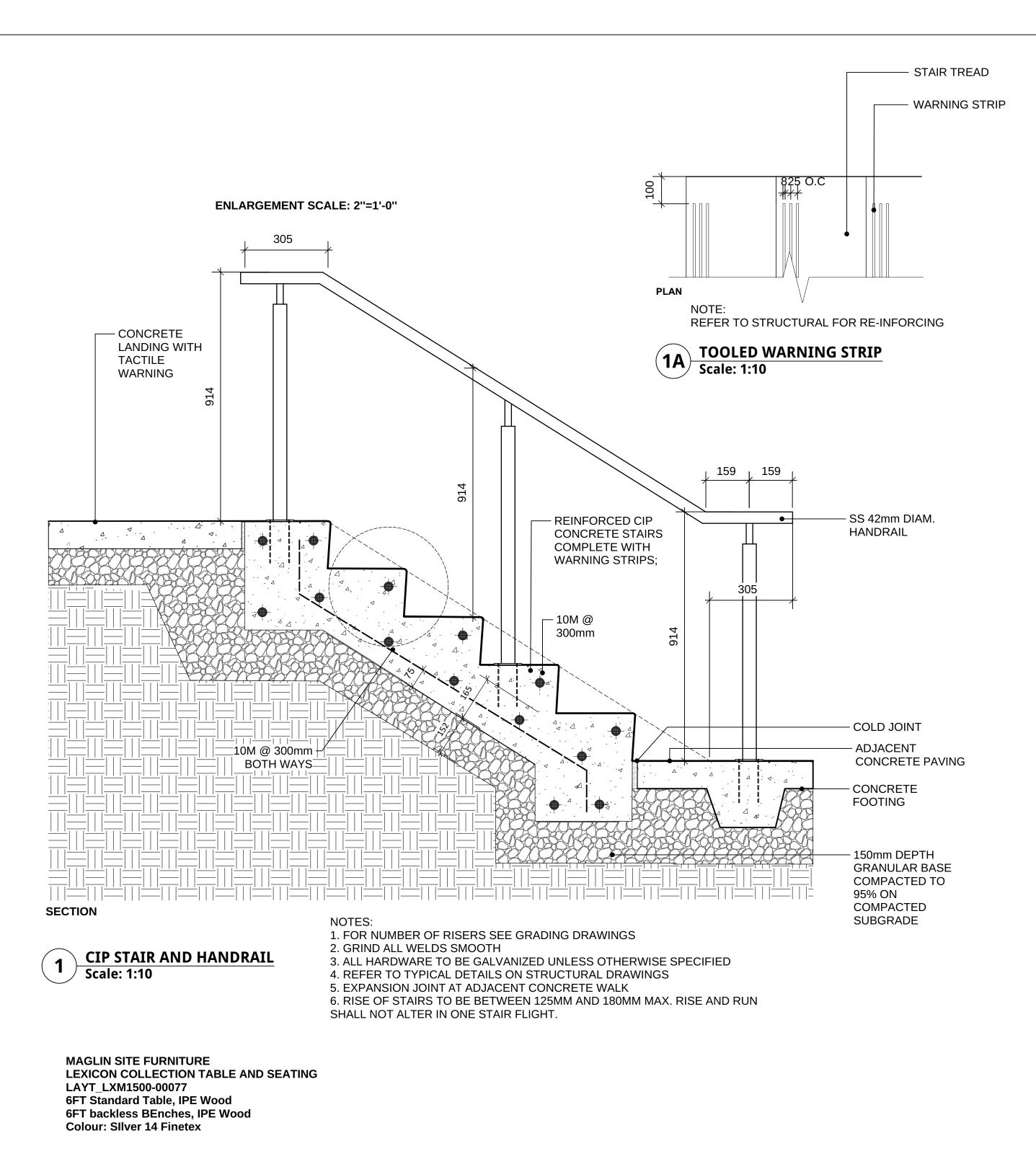
Scale:	AS SHOWN
Drawn:	MR
Reviewed:	KL
Project No.	06-705

LANDSCAPE DETAILS

22-03-23

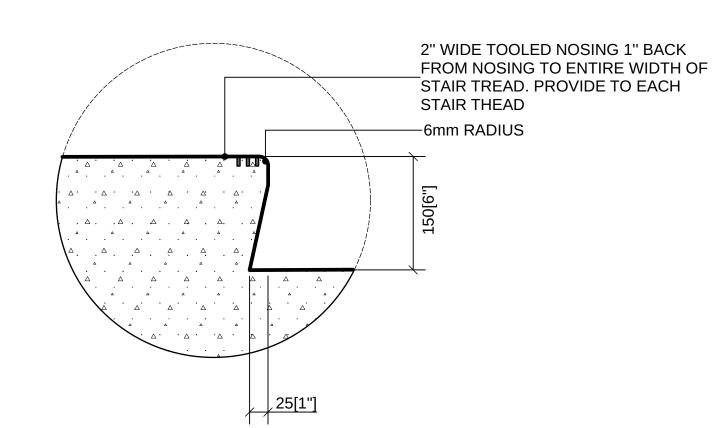
21-11-30

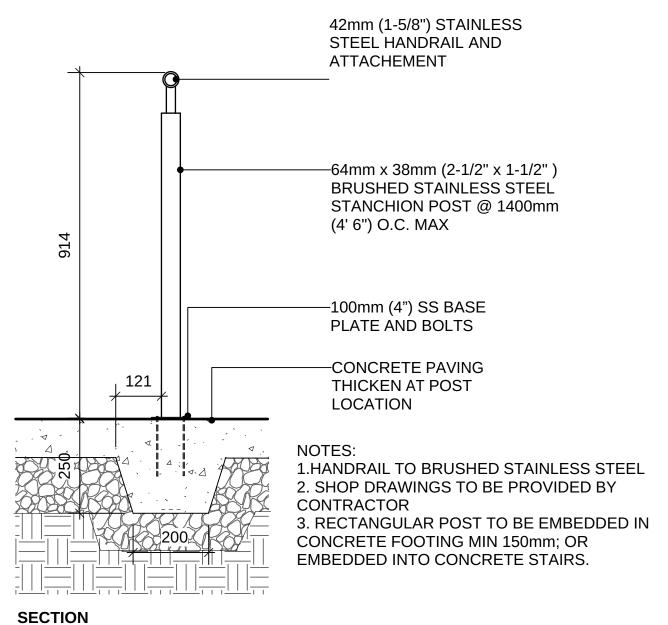
20-10-08







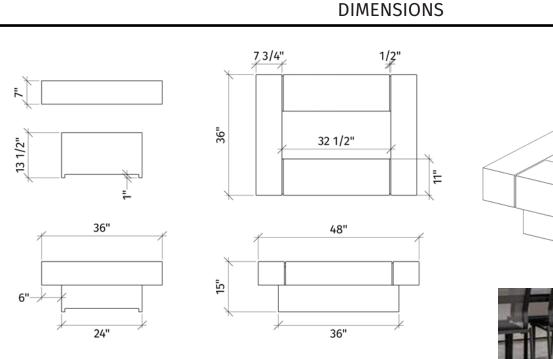




2 SS HANDRAIL Scale: 1:10







DREAMCAST QUADRA 48INCH GAS FIRE TABLE 48" L x 36" W x 15" HT COLOUR: LONDON FOG OPTION: NATRUAL GAS W/ PUSH BUTTON IGNITION ADD ONS: CERAMIC RIVER STONE AVAILBALE FROM DREAMCAST ph 604-278-4939



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Arterra Marine &15th

3 RE-ISSUED FOR RZ/DP

2 RE-ISSUED FOR RZ/DP

REVISIONS

ISSUED FOR REVIEW

820 W 15th St North Vancouver, BC

Scale:	AS SHOWN
Drawn:	MF
Reviewed:	KL
Project No.	06-705

LANDSCAPE DETAILS

22-03-23

21-11-30

20-10-08



ADVISORY DESIGN PANEL

CITY OF NORTH VANCOUVER T 604 985 7761 141 WEST 14TH STREET NORTH VANCOUVER BC / CANADA / V7M 1H9

F 604 985 9417 INFO@CNV.ORG CNV.ORG

June 28, 2021

Shift Architecture Attn: Shadi Jianfar 200 - 100 West 3rd Street North Vancouver, BC V7P 3J6

Dear Mr. Jianfar:

#### Re: 818 West 15th Street (Rezoning Application)

At their meeting on June 16th, 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 818 West 15<sup>th</sup> Street and recommends approval subject to addressing the following issues to the satisfaction of the Development Planner:

- Consider adding an indoor and outdoor residential amenity;
- Improve CPTED issues on the lane setback and frontage; and
- Improve setback landscaping adjacent to the daycare play area on the lane.

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

Document Number: 2070333-v1



#### PLANNING & DEVELOPMENT DEPARTMENT PLANNING

CITY OF NORTH VANCOUVER T 604 983 7357 141 WEST 14TH STREET F 604 985 0576 NORTH VANCOUVER BC / CANADA / V7M 1H9 CNV.ORG

PLANNING@CNV.ORG

October 27, 2021

Lorne Wolinsky Polygon Homes 1333 West Broadway #900 Vancouver, BC V6H 4C2

Dear Lorne,

#### Re: Rezoning application for 818-858 West 15th Street

At their special committee meeting on October 6, 2021, the Integrated Transportation Committee received a presentation from Polygon Homes, SHIFT 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 818-858 West 15<sup>th</sup> Street and supports the project.

The Committee makes the following recommendations:

- That Council direct staff to investigate improvements to active transportation in the area, including pedestrian and cycling facilities;
- That funds associated with this development be used to improve active transportation in the area should the development proceed; and,
- That Council direct staff to investigate improvements at the intersections of Marine Drive & Hanes Avenue as well as Fell Avenue & West 16th Street.

**CARRIED** 

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

Document Number: 2105248 v1

# 820 West 15<sup>th</sup> Street Rezoning Application – Polygon Arterra Homes Ltd. Virtual Developer Information Session (DIS) Summary Report

Event Date: Wednesday, June 23<sup>rd</sup>, 2021

Time: 6:00pm – 7:30 PM
Location: Online Zoom Webinar

Attendance: Six (6) members of the public attended virtually.

The Polygon project team was in attendance, as were two representatives of

the City of North Vancouver Planning Department.

Comments: Two (2) emails were submitted prior to the DIS.

Four (4) emails were submitted following the DIS.

Comment forms were sent to all those who registered for the DIS.

No comment forms 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 176 addresses within a 40m radius of the site, provided 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 June 9<sup>th</sup>, 2021 and June 16<sup>th</sup>, 2021. A copy of the ad is included in Appendix A: Notification.

#### **Notification Sign**

Two DIS notification signs were erected on the site on June 9<sup>th</sup>, 2021. Photos of the installed site signs are included in Appendix A: Notification.

#### Attendance:

6 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
- Matt Menzel, Planner 1

#### Project Team:

Urban Forum Associates Page 1

- · Lorne Wolinksy, Polygon
- · Jacqueline Garvin, Polygon
- · Cam Halkier, SHIFT Architecture
- · Shadi Jianfar, SHIFT Architecture
- · Marina Rommel, Connect Landscape Architecture
- · Graham Wood, InterCAD
- Kyle Briggs, Great Northern Engineering Consultants
- · Heather Klassen, Polygon

#### Facilitators:

- · Lance Berelowitz, Urban Forum Associates
- · Katrina May, Katrina May Consulting

#### 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 and a virtual 3D "fly-through" video 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 90 minutes. The facilitators received several questions and comments about the project and documented them for inclusion in this summary report, attached as a separate 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. No comment forms were received after the DIS, however two (2) emails were received by Polygon prior to the DIS and four (4) emails were submitted after the DIS. All emails received expressed support for the project.

The key themes of the questions during the Developer Information Session related to sustainability and green building measures, such as whether or not the building would be using low-carbon concrete, solar panels, how existing building materials would be recycled, and what other green building measures are being proposed.

Questions were raised about whether or not the project would be using heat pumps, solar panels, EV charging stations (including for accessible stalls), and low-carbon concrete as a way to create a more sustainable green building.

Questions arose over the mature trees along West 15<sup>th</sup> Street and whether or not they would be retained. The applicant stated that both a municipal arborist and an independent arborist had determined these trees are in poor health and should be removed, and these will be replaced with healthy new trees along West 15<sup>th</sup> Street.

Urban Forum Associates Page 2

Questions arose over the length of construction and the building remediation and abatement measures being taken.

Questions arose regarding whether the building would be providing below-market rental or social housing for the proposed additional density, or what other community amenities would be provided. The applicant confirmed that the residential will be sold as market strata condominiums, ranging from one-bedroom to two-bedroom units, for which there is a clear market demand in this community. The applicant also noted the proposed provision of a 16-spot daycare in lieu of a cash contribution to the City of North Vancouver as the community amenity for this strata condo project.

#### Comment Form and Email Summary:

Participants were invited to submit comments using a City-approved Comment Form that was sent by the applicant to all DIS attendees, during a 5-day response period after the DIS meeting. No comment forms were received by Polygon after the DIS. However, two (2) emails were received prior to the DIS, and four (4) emails were received following the DIS. All emails received expressed support for the project. These emails (redacted) are submitted as a separate Appendix D: Public Comments.

The key themes of the emails received related to support for the increased housing supply, the daycare as a community amenity, new commercial spaces for businesses to create a lively and activated street, and the well-designed building.

#### 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. 176 DIS notification flyers were distributed by mail to the surrounding community. Two newspaper ads notified the community of the DIS, and two DIS notification signs were posted on the property. Six (6) community members signed in to the DIS. A total of two (2) emails were submitted prior to the DIS and four (4) e-mails were submitted after the DIS to the project Development Manager. No comment forms were received during the 5-day response period after the DIS meeting.

Members of the public could participate in this consultation process in three ways:

- Watching a virtual project presentation during the DIS, including a 3D virtual "fly-through" video
- Asking questions of the project team and/or City Planner during the DIS
- Submitting completed comment forms and/or emails 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 measures and green building practices being employed by the applicant, with suggestions made regarding low carbon concrete, abatement and solar or renewable energy, the loss of the trees along West 15<sup>th</sup> Street, and the provision of community amenities via this strata condo proposal.

Urban Forum Associates Page 3

Appendix B: Attendee List (redacted to preserve privacy)

<u> </u>	Attended	First Name	Last Name	Email
1	Yes			
2	Yes			
3	Yes			
4	Yes			
5	Yes	х		
6	Yes			

Appendix C: Public Dialogue (see attached)

Appendix D: Public Comments - Written and Emailed Submissions (see attached)

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8925**

#### A Bylaw to terminate a Land Use Contract for 818-858 West 15<sup>th</sup> Street

**WHEREAS** the City of North Vancouver entered into Land Use Contract in respect of lands now having a civic address of 818-858 West 15<sup>th</sup> Street;

**WHEREAS** section 546 of the *Local Government Act* authorizes a local government to discharge a Land Use Contract by bylaw with the agreement of the owner of property described in the bylaw;

**AND WHEREAS** the Council of the City of North Vancouver and the owner of property at 818-858 West 15<sup>th</sup> Street wish to terminate and discharge the Land Use Contract for 818-858 West 15<sup>th</sup> Street pursuant to section 546 of the *Local Government Act*;

**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 "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street).
- The Land Use Contract between the City of North Vancouver and Capilano North Commercial Centre Ltd., dated for reference July 25, 1978, and titled "Land Use Contract" for the properties described therein and registered in the New Westminster Land Title Office on August 18, 1978 under Filing Number F57202, is hereby terminated.
- 3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge the Land Use Contract.
- 4. City of North Vancouver "Land Use Contract Bylaw, 1978, No. 5112" and all amendments thereto are hereby repealed.

, ·	
	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

The Corporation of the City of North Vancouver Bylaw, 2022, No. 8925

#### 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, 2022, No. 8896" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> 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	
С	5	265	17693	from CS-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 C-2 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
  - (a) Retail Service Group 1 Use;
  - (b) Accessory Apartment Use subject to Section 607(1) of this Bylaw;
  - (c) Accessory Home Occupation Use, subject to Section 507(6);
  - (d) Accessory Home Office Use, subject to Section 507(6);
  - (e) Child Care Use, subject to Section 607(9);
  - (f) Accessory Off-Street Loading Use;
  - (g) Accessory Off-Street Parking Use;
  - (h) Off-Site Parking Use.

Document: 2147558-v1

#### (2) Gross Floor Area

- (a) The maximum Gross Floor Area is 0.93 FSR;
- (b) Not withstanding (2)(a) the Gross Floor Area may be increased as follows:

ADDITIONAL (BONUS) DENSITY				
ADDITIONAL DENSTIY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE	
Community Benefit Cash Contribution	Provision of a Community Benefit Cash Contribution of \$3,716,007 for an increase of 1.57 FSR to a maximum of 2.5 FSR	Maximum 1,510.9 sq. m. (16,263 sq. ft.)	As per OCP Policy Section 2.2.1	

Such that the total effective on-site Gross Floor Area is not to exceed 2.5 FSR.

- (3) A minimum of 10 units shall have 3 bedrooms;
- (4) Building Height:
  - (a) The Principal Building shall not exceed a Building Height of 21 metres (69 feet) as measured from the average Building Grades;
  - (b) Elevator and mechanical penthouses may project beyond the defined height in (4)(a) by a maximum of 6.1 metres (20 feet) including elevator shafts and mechanical rooms:
- (5) Section 607 shall be varied to permit an accessory Apartment Use on the second Storey and above;
- (6) Section 611(6) Building Width and Length shall be waived;
- (7) Section 402(6) within Prohibited Uses of Land, Buildings, and Structures shall be waived;

Document: 2147558-v1

(8)	Section 10A03(1)(b) within short term bicycle parking shall be varied, such that only four short-term residential bicycle parking spaces shall be sheltered from the elements.		
		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	

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8925**

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**WHEREAS** the City of North Vancouver entered into Land Use Contract in respect of lands now having a civic address of 818-858 West 15<sup>th</sup> Street;

**WHEREAS** section 546 of the *Local Government Act* authorizes a local government to discharge a Land Use Contract by bylaw with the agreement of the owner of property described in the bylaw:

**AND WHEREAS** the Council of the City of North Vancouver and the owner of property at 818-858 West 15<sup>th</sup> Street wish to terminate and discharge the Land Use Contract for 818-858 West 15<sup>th</sup> Street pursuant to section 546 of the *Local Government Act*;

**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 "Land Use Contract Termination Bylaw, 2022, No. 8925" (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15<sup>th</sup> Street).
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- 3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge the Land Use Contract.
- 4. City of North Vancouver "Land Use Contract Bylaw, 1978, No. 5112" and all amendments thereto are hereby repealed.

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

Document: 2164174-v2







# 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:

REZONING APPLICATION: 119-125 EAST 2<sup>ND</sup> STREET (EAST

SECOND LONSDALE PROJECT LTD / RH ARCHITECTS, CD-753)

Date:

April 27, 2022

File No: 08-3400-20-0052/1

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

#### RECOMMENDATION

PURSUANT to the report of the Planner 2, dated April 27, 2022, entitled "Rezoning Application: 119-125 East 2<sup>nd</sup> Street (East Second Lonsdale Project Ltd. / RH Architects, CD-753):

THAT the application submitted by East Second Lonsdale Project Ltd. / RH Architects, to rezone the property at 119-125 East 2<sup>nd</sup> Street from Lower Lonsdale Mixed Use 4 (LL-4) Zone to Comprehensive Development (CD-753) Zone, 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 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 Corporate Officer be authorized to sign any other necessary documentation to give effect to this motion.

Document Number: 2157270 V4

RH Architects, CD-753) Date: April 27, 2022

#### **ATTACHMENTS**

- 1. Context Map (CityDocs 2162537)
- 2. Architectural Plans, dated April 12, 2022 (CityDocs 2168442)
- 3. Landscape Plans, dated April 7, 2022 (CityDocs 2167396)
- 4. Advisory Design Panel Resolution, dated October 25, 2021 (CityDocs 2111148)
- 5. Developer Information Session Summary (CityDocs 2072498)
- "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8903" (CityDocs 215846)

#### SUMMARY

The purpose of this report is to present, for Council's consideration, a rezoning application for 119-125 East 2<sup>nd</sup> Street (the "subject site") to amend the Zoning Bylaw to permit a seven-storey mixed-use commercial and residential development.

Table 1. Project Information

Applicant:	East Second Lonsdale Project Ltd.
Architect:	RH Architects
Official Community Plan Designation:	Mixed Use Level 4A (High Density) (MU4A)
Existing Zoning:	Lower Lonsdale Mixed Use 4 (LL-4)
Applicable Guidelines:	N/A

#### DISCUSSION

## Site and Surrounding Uses

This 1,115 square metre (12,001 square foot) site is located mid-block along the 100 block of East 2<sup>nd</sup> Street, between Lonsdale Avenue and St. Georges Avenue, and is bounded by laneways to the south and west. It has a frontage of 30.5 metres (99.9 feet) to East 2<sup>nd</sup> Street. The site slopes down from north to south by approximately 3.96 metres (13 feet).

Currently the site is developed with one one-storey commercial building and one twostorey commercial building.

Details of the surrounding uses are provided in table following.

Table 2. Surrounding Uses

Direction	Address	Zoning	Description	OCP
North (across E. 2 <sup>nd</sup> St.	118 E 2 <sup>nd</sup> St. 120 E 2 <sup>nd</sup> St. 130 E 2 <sup>nd</sup> St.	CD Zone	5 storey mixed use 5 storey residential ~15 storey residential	Mixed Use – Level 4A (High Density) Max. 2.6 FSR with 1.0 FSR bonus density

RH Architects, CD-753) Date: April 27, 2022

Direction	Address	Zoning	Description	OCP			
South (across lane)	116-124 E 1 <sup>st</sup> Lower St. Lonsdal		Public Parking Park	Mixed Use – Level 4A (Hig Density) Max. 2.6 FSR with 1.0 FSF			
	40.4 E ond 04		2 1 1 2 1111	bonus density  Mixed Use – Level 4A (High			
Foot	131 E 2 <sup>nd</sup> St.	Lower	Social facilities	Density)			
East	137-143 E 2 <sup>nd</sup> St.	Lonsdale 4	1-storey commercial	Max. 2.6 FSR with 1.0 FSR bonus density			
	128-130 Lonsdale						
220 0	140-142	Lower		Mixed Use – Level 4A (High			
West	Lonsdale	Lonsdale 2	1-2 storey	Density)			
(across lane)	144-146 Lonsdale	CD Zone	commercial	Max. 2.6 FSR with 1.0 FSR			
	150-152 Lonsdale			bonus density			

## **Proposal**

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

Table 3: Development proposal overview

Element	Proposal								
Density	3.6 FSR								
Commercial Retail Space	Total of 653 square metres (7,029 square feet) or 0.58 FSR:  Office – 322 square metres (3,466 square feet) Commercial – 331 square metres (3,563 square feet)								
Unit Mix	28 residential strata units, including:  • Five one-bed units;  • 14 two-bed units; and  • Nine three-bed units (32%).								
Adaptable Units	Eight Level 2 adaptable units (29%)								
Residential Amenity	Indoor – 99 square metres (1,062 square feet) Outdoor – approximately 48 square metres (516 square feet)								

RH Architects, CD-753) Date: April 27, 2022

## **Policy Context and Planning Analysis**

The subject site is designated Mixed Use Level 4A (High Density) (MU4A) in the Official Community Plan (OCP). This designation allows for a mix of commercial and residential use with a maximum density of 3.6 FSR (including 1.0 bonus FSR). A maximum height of 23 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.

Four Commercial Retail Units (CRUs) are proposed facing East 2<sup>nd</sup> Street. These ground floor retail spaces are strongly supported as they would contribute to the vibrancy of the area, and local retail opportunities. Behind the CRUs that are lining the street, at the back of the proposed Level 1 are two office spaces. These office spaces are also supported as they provide for local employment and economic benefits in the area. To facilitate the above scenario, the zoning bylaw has been written such that the retail tenancies fronting East 2<sup>nd</sup> Street will be restricted to containing Retail Services Group 1A, with Retail Services Group 1 being allowed in the rear (southern) tenancies only.

The proposed strata residential use, which is located from Level 2 and up, meets the policy objective of increasing diverse housing stock within the City. The proposed mix of unit types meets with the direction of the *Housing Action Plan*, including delivery of a minimum of 10% three-bedroom units to support families. A number of one-bedroom units are also provided which will provide for more affordable housing options.

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 23 metres (75.5 feet) and seven storeys complies with OCP, and will ensure the building integrates with existing development in context to the subject site, as well as future developments anticipated on surrounding land.

The mid-rise building above the ground level podium presents as a rectilinear massing with a slender width facing East 2<sup>nd</sup> Street (approximately 21.3 metres by 30.5 metres [70 feet by 100 feet]). It is being placed closer to the laneway to the west in order to ensure a larger setback (six m/20 ft) to the east lot line. This larger setback will help facilitate an appropriate development outcome on the adjoining land to the east.

Along East 2<sup>nd</sup> Street, the CRUs are set back by two feet from the property line, ensuring a wider and engaged pedestrian realm. The upper level residential is further setback from the street, for a total of a 5 foot (1.5 metre) front setback. Further articulation of the building massing from Level 2 and up offer more visual interests from

RH Architects, CD-753) Date: April 27, 2022

the surrounding public realm. Lastly, the strategy of placing generously sized balconies along the lane elevations also contribute to visual interests as well as enhanced liveability and neighbourliness.

A high level of laneway activation and casual surveillance is also achieved through: extensive glazing treatments provided to the Level 2 office tenancy; and orienting the communal outdoor amenity area and upper level private balconies towards the laneway. Public art is proposed to be placed by the side of the building adjacent to the north-south lane, which will further animate the laneway and enhance pedestrian experience.

Overall, the application has incorporated appropriate setbacks, massing strategies and building articulation, which will all ensure the development is not overbearing on the streetscape, and appropriately integrates with existing and emerging built form and character along the street.

### Density

The proposed density is 3.6 FSR, which is consistent with the OCP Mixed Use Level 4A land use designation.

## Zoning Variances

The proposed Comprehensive Development Zone will be based off of Lower Lonsdale Mixed Use 4 LL-4 zone, consistent with the proposed use types and recent developments within proximity to the site. To allow the massing, the proposed bylaw would include the following modifications to the LL-4 zone base: density; lot coverage; building height calculation; and siting requirements, as outlined below.

Table 4. Summary of Proposed Zoning Changes

	BASE LL-4 ZONE	PROPOSED CD-753 ZONE			
Permitted Principal Uses	Retail-Service Group 1 Accessory Residential and Parking Uses Tourist Accommodation Use Civic Use	Retail-Service Group 1A Retail-Service Group 1 (restricted rear tenancies not fronting East 2 <sup>n</sup> Street) Accessory Residential Uses (permitted on the second storey as above) Accessory Parking Uses			
Principal Buildings	One per lot	No change to the current LL-4 base zone			
Density Maximum	2.6 FSR      1.0 FSR to be located below the third storey	3.6 FSR			
Lot Coverage Maximum	90%, reduced to 35% above the second Storey	92 %, reduced to 51% above the second storey			
Height Maximum	23.0 metres (75 feet)	23.0 metres (as per the OCP)			

RH Architects, CD-753) Date: April 27, 2022

	BASE LL-4 ZONE	PROPOSED CD-753 ZONE
		Building height will be calculated from the average grade of the northern property boundary
Siting	3.0 metres (10 feet) from a rear lot line or a flanking lane	Up to Level 1 0.6 metres (2.0 feet) from a rear lot line or a flanking lane
		Level 2 to Level 7 0.6 metres (2.0 feet) from a flanking lane
		4.8 metres (15.7 feet) from a rear lot line to the principal building
	C	2.0 metres (2.0 feet) from a rear lot line to an unenclosed balcony
	All portions of Principal Buildings exceeding four storeys shall be sited at least 24.4 metres (80 feet) from all portions of other Principal Buildings exceeding four storeys	No change to the current LL-4 base zone standards
Building Width & Length	Shall not exceed a horizontal width or length of 51.8 metres (170 feet) above the second storey and 30.5 metres (100 feet) above third storey	No change to the current LL-4 base zone standards

As outlined under the *Built Form & Urban Design* section, staff support the proposed building design strategies which result in a well articulated massing that fits into the context and streetscape. A couple of key variances are necessary to enable the proposed building, as discussed below.

#### Lot Coverage

The application seeks a minor variation to the Lot Coverage requirements set for the LL-4 zone:

- Instead of ground level coverage of 90%, the application proposes a ground level coverage of 92%.
- Instead of an upper level massing of 35% lot coverage, the application proposes an upper level massing of 51%.

As stated earlier, the upper stories are contained within a compact floor plate. The northern width of the building from Level 2 and up is 27.3 metres (8.3 feet) (inclusive of the balconies, and 21.3 metres (6.4 feet) exclusive of the balconies. This is significantly less than the 30.5 metre (100 foot) width prescribed by the Zoning Bylaw for the LL-4 zone.

Furthermore, the 35% lot coverage above the second level is based on the base zone's density of 2.6 FSR. To ensure the full OCP FSR (i.e. 3.6 FSR) is realized within the permitted height envelope, there is often a need to vary the lot coverage for the upper levels. Nearby examples of such approvals included:

RH Architects, CD-753) Date: April 27, 2022

- CD-648 (117-135 West 1<sup>st</sup> Street);
- CD-716 (309-311 West 1<sup>st</sup> Street); and
- CD-729 (200 West Esplanade).

### Siting Requirement

The application seeks to vary the setbacks to the rear lot line and the flanking lane.

The building has been designed with a commercial podium level, which is appropriate given the site's Mixed Use Level 4A land use designation. Full lot coverage at this ground level is required in order to meet operational functions. Therefore, staff support the 0.6 metre (1.9 foot) rear and flanking lane setback, noting the upper storey massing is significantly pulled back from the rear lot line as well as west lot line.

### Transportation, Parking and Loading

The subject site is located within proximity to Lonsdale Avenue, which is identified as a Rapid Transit Corridor. It is also located approximately 120 metres (393.7 feet) from the closest RapidBus stop, and 450 metres (1,476.4 feet) from the Lonsdale Quay SeaBus Terminal.

#### Vehicle Parking, Bicycle Parking & Loading

Parking and Loading for the site is accessed from the lane, and includes 48 parking spaces, and eight residential parking spaces; more than the minimum requirement of the Zoning Bylaw. The application also includes 55 bicycle parking spaces, which meets the Zoning Bylaw. Table 5 provides a summary of the car parking provided:

Table 5: Proposed Vehicle and Bicycle Parking

Table 5. Proposed t	Venicle and Bicycle Parking							
Car Parking	Total of 48 spaces, comprised of:							
	<ul> <li>34 Resident parking spaces (including four (4) disability spaces);</li> </ul>							
	<ul> <li>1.2 spaces per unit;</li> </ul>							
	<ul> <li>Three Residential Visitor spaces (including one disability space); and</li> </ul>							
	<ul> <li>11 commercial spaces (including one disability space).</li> </ul>							
Bicycle Parking	Residential:							
	<ul> <li>Secure – 42 spaces;</li> </ul>							
	<ul> <li>Short Term – 6 spaces.</li> </ul>							
	Commercial:							
	Secure – 3 spaces;							
	<ul> <li>Short Term – 4 spaces.</li> </ul>							
Loading Spaces	One at-grade loading bay.							

RH Architects, CD-753) Date: April 27, 2022

#### Loading and Servicing

The proposal has provided one off-street loading bay, which meets 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.

### Relocation of Existing Retail and Service Tenants

There are four commercial tenancies currently on the property, and all lease agreements are very short term or contain the provision for termination with long notice periods in the case of demolition for redevelopment. The applicant has advised that of these businesses, one is exclusively a basement storage facility for a nearby business which can be relocated to any manner of space that does not front the public realm.

Staff have been advised that all of the other business owners acquired their businesses recently and with prior notification and agreement of the applicant's intent to redevelop the property. One existing business has negotiated a new lease with termination notice and a right to negotiate for premises in the new building. The applicant also advised that they have delayed making an application for a number of years out of respect for another existing lease, which now contains appropriate rights to redevelop with specific advance notice and payment.

## **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 2.6 FSR in the Mixed Use Level 4A land use designation, up to a maximum of 3.6 FSR.

The proposed project would include community benefits valued at approximately \$2.28 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 2.6 FSR / OCP Density (@ \$25 / sq. ft.)	\$ 0
Density Bonus to 3.6 FSR Max Bonus (@ \$190 / sq. ft.)	\$ 2,280,190
Total Value of Community Benefits	\$ 2,280,190

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 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%)	\$ 1,824,152
Contribution to Affordable Housing Reserve Fund (20%)	\$ 456,038

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

- Public art with a value of \$140,000 (approximately 1% of the construction costs);
- Work to be undertaken by the applicant to upgrade of sanitary line from the manhole on the east side of Lonsdale Avenue to the east edge of the property line of the subject site; and
- Contribution towards the purchase and installation of a storm water flow monitor at a location identified by the City (approximately \$23,500).

## Legal Agreements

The following would be secured as conditions of this rezoning:

- Development Covenant;
- Servicing Agreement;
- · Shoring and Crane Swing License Agreement;
- Flooding Covenant;
- Community Energy Agreement;
- · Good Neighbour Agreement; and
- Off-Site Storm water Management Encroachment Agreement.

#### **ADVISORY BODY INPUT**

## **Advisory Design Panel**

The application was reviewed by the Advisory Design Panel (ADP) on October 20, 2021. The Panel recommended approval of the proposal subject to addressing the following issues to the satisfaction of staff:

• Further design development to ensure that the required residential setbacks to the adjacent sites to the east, west, and south are met according to City guidelines.

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

#### COMMUNITY CONSULTATION

A Developer's Information Session was held on June 15, 2021 and was attended by 19 members of the public.

A total of 29 emails were received prior to the DIS being held, 21 of which were related to registration, and eight emails containing questions or comments.

Following the DIS, a total of seven comment forms were submitted and six emails with comments were received; three indicated support for the project, one provided conditional support, two were opposed, and six did not specify support or opposition.

RH Architects, CD-753) Date: April 27, 2022

## The main reasons for support were:

- The green roof;
- The development revitalizing of the neighbourhood;
- The project being a good fit for the neighbourhood; and
- The large covered balconies.

#### The main concerns were:

- Building height and view impacts;
- Lack of family-friendly housing;
- Sustainability elements greenhouse gas production, passive design features and solar panels.

A summary of the public consultation, as prepared by the applicant, is available in Attachment #5.

### Staff response:

#### Building Height & View impacts

As discussed in detail under the *Built Form & Urban Design* section, staff support the proposed building design with its well considered, compact massing, which will help to minimize potential impacts on private views.

#### Family Friendly Housing

Through working with the applicant, the application has now been amended to provide 9 units (32%) as three bedrooms units, providing more family friendly housing options.

#### **Process When No Public Hearing Held**

The recent amendment to the *Local Government Act* via Bill 26 has provided for a local government to not hold a public hearing on a Zoning Bylaw amendment application if it 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 a Public Hearing, the first active clause in the resolution should be amended to read:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8922" (East Second Project Ltd. / RH Architects, 119-125 East 2nd Street, CD-753) be considered and referred to a Public Hearing;

RH Architects, CD-753) Date: April 27, 2022

#### FINANCIAL IMPLICATIONS

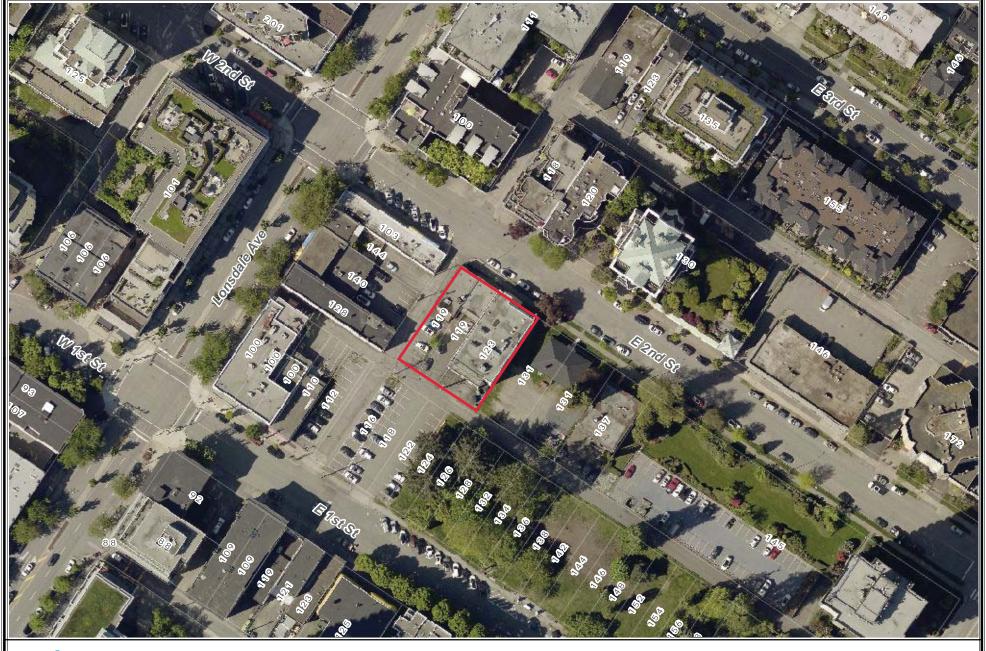
As discussed under the Density Bonus and Community Benefits section, this application, if approved, would generate the following monetary benefits for the city, in the form of a cash CAC contribution of approximately \$2.28 million. These financial benefits are in addition to other City requirements such as DCCs and public art.

#### 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 funds to support community amenities and enhancements through the Capital Plan process.

RESPECTFULLY SUBMITTED:

Matthew Menzel Planner 2



of north

Context Map: 119-125 East 2<sup>nd</sup> Street

Subject Site

# MIXED-USE RESIDENTIAL DEVELOPMENT

119 - E. 2nd Street, City of North Vancouver, B.C.

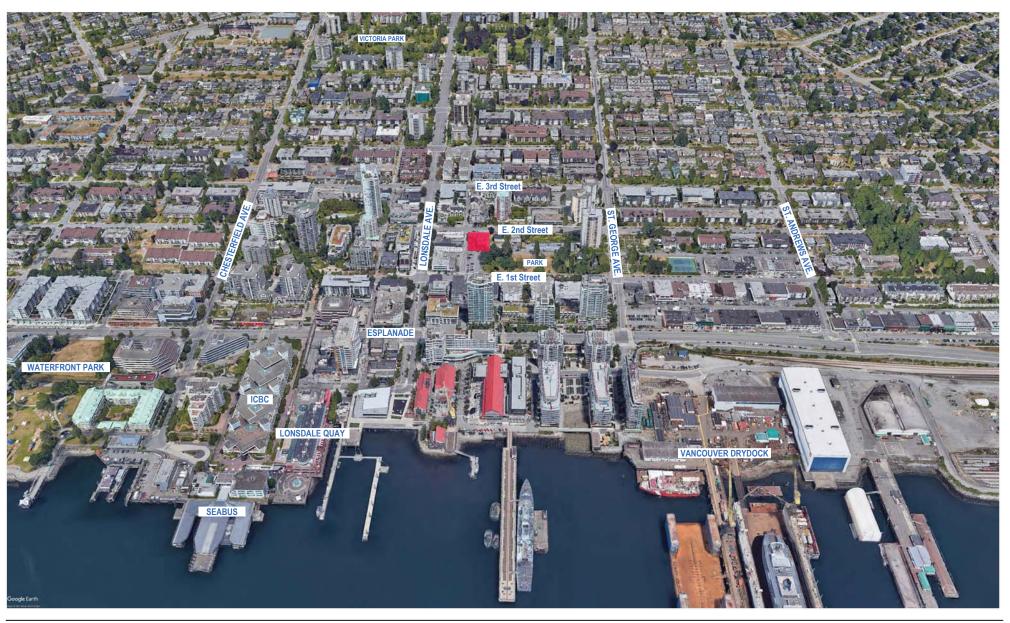
#### **Table of Contents**

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- 2 Zoning
- 3 Land Use Map
- 3D Massing
- 4.1 3D View E 2nd Street
- 4.2 3D View South Lane
- 4.3 3D Aerial View Northwest corner
- 4.4 3D Aerial View Southwest corner
- 4.5 3D Aerial View Northeast corner
- 4.6 Main Entry Lobby View
- 4.7 Google Earth Aerial Views
- 4.8 Site Photos
- 4.9 Streetscape
- 5 Material Board
- 6 Shadow Diagram
- 7 Zoning Summary & Stats
- 8 Site Plan
- 9 Fire Fighting Plan
- 10 Floor Plans Level 1, Level 2
- 11 Floor Plans Level 3-6, Level 7
- 12 Roof Plan
- 13 Parking P1
- 14 Parking P2 P3
- 15 E. 2nd St. Elevation
- 16 West Elevation
- 17 South Elevation
- 18 East Elevation
- 19 Cross Section
- 20 Longitudinal Section
- 21 Adaptable Units Layout Diagram
- 22 Adaptable Units Layout Diagram
- 23 Adaptable Design Guidelines









DRAWING TITLE :

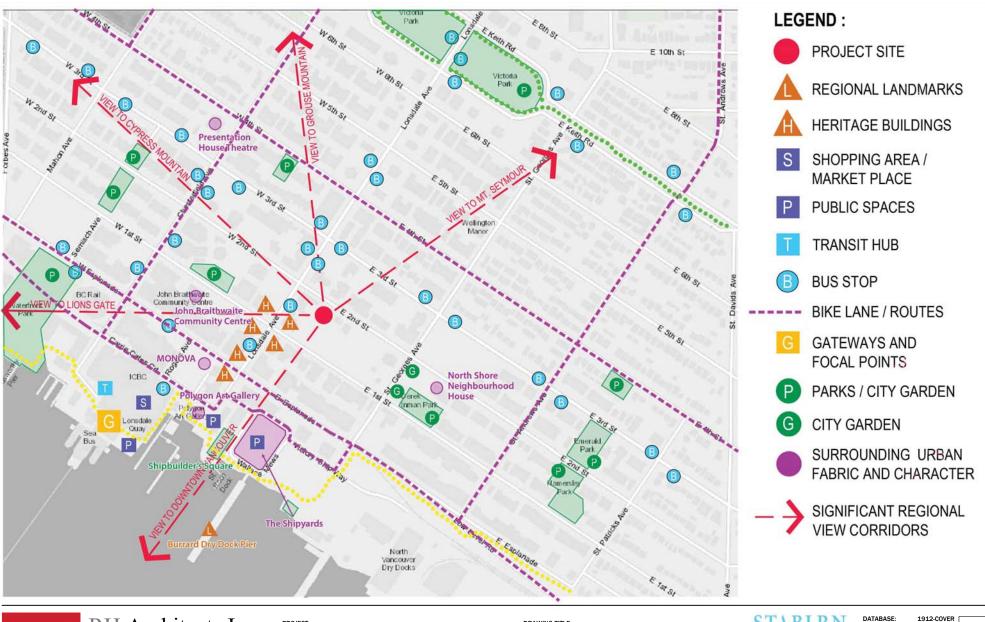
## **Aerial Context Map**

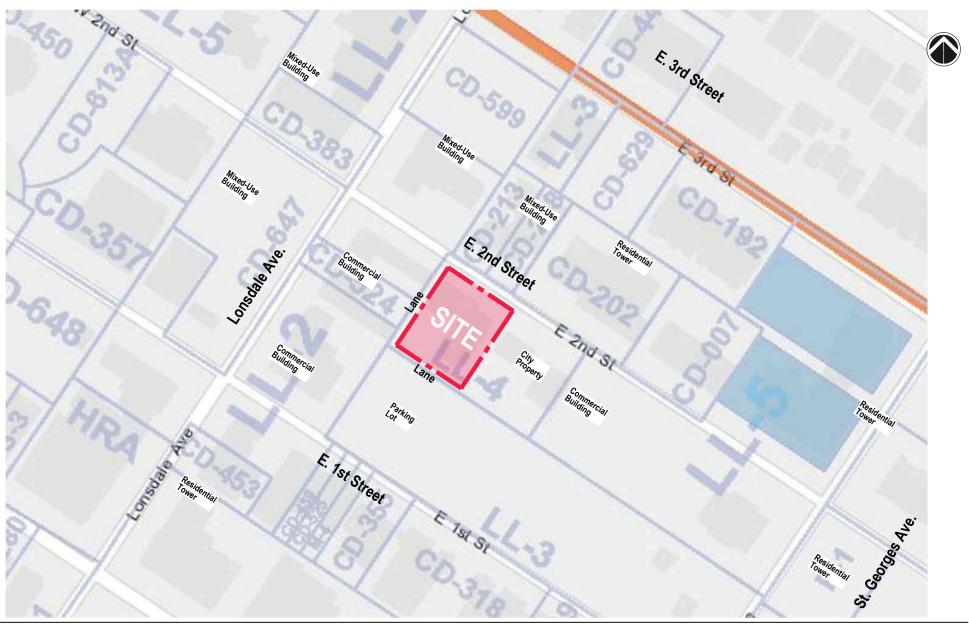


PROJECT NO: DATE: SCALE:

12 APR 2022 1" = 150'-0"

1912







**Zoning Map** 

STABURN

PROJECT NO: DATE: SCALE:

1912 12 APR 2022 1" = 150'-0"







DRAWING TITLE:

Land Use Map

STABURN

DATABASE: PROJECT NO: DATE: SCALE:

1912-MAP 1912 12 APR 2022

3 1" = 150'-0"





3D Massing



PROJECT NO: DATE: SCALE:

1912-COVER 1912 12 APR 2022





DRAWING TITLE:
E 2nd Street View



PROJECT NO: DATE: SCALE:





Lane View - SE corner



PROJECT NO: DATE: SCALE:

12 APR 2022

1912





Aerial - NW corner

STABURN

PROJECT NO: DATE: SCALE:





Aerial - SW corner

STABURN

PROJECT NO: DATE: SCALE:





Aerial - NE corner



PROJECT NO: DATE: SCALE:





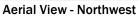
Main Entry Lobby

STABURN

PROJECT NO: DATE: SCALE:

1912-COVER 1912 12 APR 2022







**Aerial View - Southwest** 



**Aerial View - Northeast** 



**Aerial View - Southeast** 



GoogleEarth Views



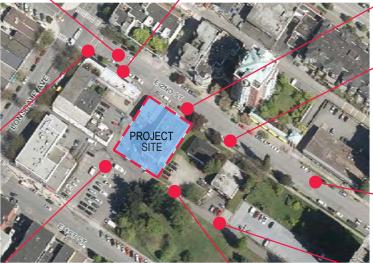
PROJECT NO: DATE: SCALE:















**SITE PHOTOS** 





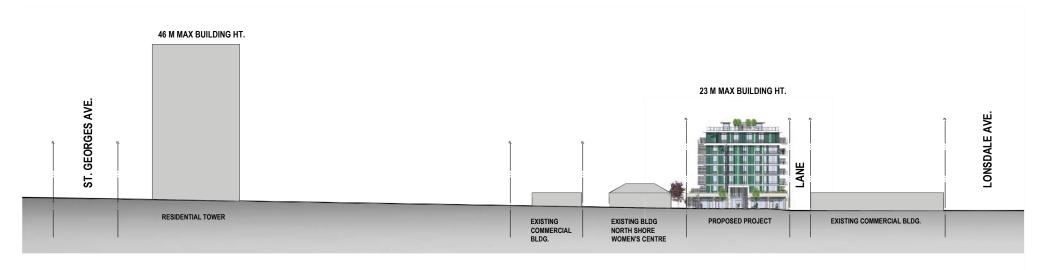




Site Photos

STABURN

1912 DATE: 12 APR 2022 SCALE:





Streetscape



PROJECT NO: DATE: SCALE:

1912-COVER 1912 12 APR 2022 1" = 60'-0"

4.9

	FINISH SCHEDULE	
	MATERIALS	COLOUR
1	MANUFACTURED STONE CLADDING	ARRISCRAFT RENAISSANCE SERIES "WHEAT" SMOOTH
2A	CONCRETE W ELASTOMERIC COATING - ROOF FASCIA	BENJAMIN MOORE ( OC - 7 'CREAMY WHITE')
2B	CONCRETE W/ ELASTOMERIC COATING - WALL	BENJAMIN MOORE (2124-10 WROUGHT IRON )
ЗА	WINDOW WALL RAISED METAL SPANDREL PANEL 1	BENJAMIN MOORE (HC-134 "TARRYTOWN GREEN")
3B	WINDOW WALL RAISED METAL SPANDREL PANEL 2	BENJAMIN MOORE (HC-130 'WEBSTER GREEN')
3C	WINDOW WALL RAISED METAL SPANDREL PANEL 3	BENJAMIN MOORE (HC-132 HARRISBURG GREEN')
3D	WINDOW WALL METAL SPANDREL PANEL 4	BENJAMIN MOORE (2122-10 'DARK PEWTER')
3E	WINDOW WALL RAISED METAL SPANDREL PANEL 5	BENJAMIN MOORE ( OC - 7 'CREAMY WHITE')
4	ALUMINUM STOREFRONT GLAZING SYSTEM	FRAME - STOCK BLACK GLASS - CLEAR
5	ALUMINUM WINDOW WALL DOUBLE GLAZED SYSTEM - GLASS PANEL	FRAME - STOCK BLACK GLASS - CLEAR
6	ALUMINUM BALCONY RAILING & POST EXTERIOR GUARD	STOCK BLACK
7	ALUMINUM GUARDRAIL / PRIVACY SCREEN	STOCK BLACK
8	PRE-CAST CONCRETE CAPI WINDOW SILLS & STEEL WINDOW HEADS	BENJAMIN MOORE ( OC - 7 'CREAMY WHITE')
9	ALUMNUM SOFFIT - WOOD LOOK	LONGBOARD - LIGHT FIR
10	DOUBLE GLAZED ALUM, WINDOWS/DOORS	FRAME - STOCK BLACK GLASS - CLEAR
11	MECHANICAL/ ELEVATOR PENTHOUSE SCREENING	STOCK BLACK
12	EXIT DOORS / OVERHEAD DOORS	BENJAMIN MOORE (2124-10 WROUGHT IRON )
13	LIGHTING FIXTURES	STOCK BLACK
14	CONCRETE VERTICAL FINS / COLUMNS	BENJAMIN MOORE ( OC - 7 'CREAMY WHITE')
15	METAL AND GLASS CANOPY	BENJAMIN MOORE (2124-10 WROUGHT IRON )
16	PARKADE GATES & PARKADE ALUMINUM PICKET PARTITIONS	BENJAMIN MOORE (2124-10 WROUGHT IRON )













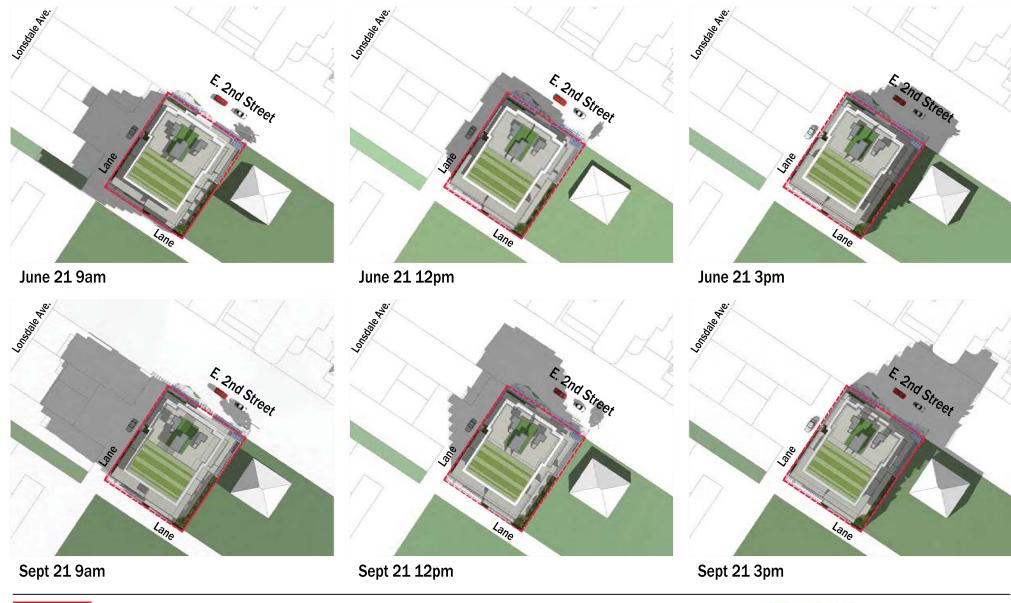












	DESIGN	CURRENT NATION/REG	ULATION	PROPOSED D	ESIGNATION	/REGULATION	
OCP Designation	M	ixed Use Leve	el 4A				
ZONE	Lowe	r Lonsdale Zo	ine LL-4	Compre	hensive Dev	elpoment	
SITE AREA		12.001 SF	1.115 M2				
FSR (a) 1.20	1.2	14,401 SF	1,338 M2	0.59	652 M2	Commercial	
FSR (b) 2.60 (OCP Density)	2.60	31,203 SF	2,899 M2	3.01	3,361 M2	Residential	
FSR 3.60 (LL-4, up to 1.00 Max. bonus)	3.60	43,204 SF	4,014 M2	3.60	4,014 M2	TOTALFSR	
LOT COVERAGE Max.		90%	1,003 M2	92%	1,027 M2	7,046 SF	
LOT COVERAGE Above the 2nd storey		35%	390 M2	51%	574 M2	7,100 SF	
MAX. BUILDING HEIGHT	7	5.50 Ft.	23.01 M	135776	23.00 M	75.50 Ft.	
Elevator Machinerm, Parapet ht.		n/a	n/a		24.84 M	81.50 Ft.	
SITING:		REQUIRED :			PROVIDED:		
			21.0	2.00	Ft. Comm.	0.61 M	
FRONT - E. 2nd STREET		n/a	n/a	5.00	Ft. Res.	1.52 M	
SIDE (Lane, West PL)		n/a	n/a	2.00	Ft. Comm.	0.61 M	
SIDE (East PL)		n/a	n/a	20.0	00 Ft. Res.	6.10 M	
REAR (Lane)	1	0.00 Ft.	3.05 M	10.00 Ft. Res.		3.05 M	
PARKING:		REQUIRED :		1	PROVIDED:		
Commercial Uses: LL-4 1/75m2 (807 Fc2) Grass Floor Area	6	52 M2	9 spaces	11 spaces (11 EV Stalis)			
Residential : 1.05 spaces per Dwelling Unit	28 units		29 spaces	37 spaces	1.32 spaces		
Visitors Parking : 0.10 spaces per Owelling Unit	28 units		3 spaces	3 spaces	part of the required parking ( 2 EV Statis)		
Total Parking			38 spaces	48 spaces	10 spaces (surplus)		
Disabilty Parking Commercial Uses	1 space per 0 - 25 spaces		1 space	1 space Per By-Law			
Disability Parking Level 1 Adaptable	2 spaces per 26 -50 units		2 spaces	1 space			
Disability Parking Level 2 or 3 Adaptable	4 spaces per		4 spoces	4 spaces			
Small Cars	35% max. Al	-	13 spaces	O spaces	.0%		
Electric Vehicle Cars	100% Residential parking		28 spaces	34 spaces 100% R		ntiof parking	
Loading Space: 1 spaces per 1393.5 m2 (15,000 ft <sup>2</sup> ) of Commercial GrossFloar Area	652 M2		1 space	1 space	Per By-Law		
BICYCLE PARKING:		REQUIRED :			PROVIDED:		
Resident/al Uses: Secure, 1.5 spaces/unit	28	units	42 bikes	42 bikes	Per By-Law		
Residential Uses: Short-Term, 20-59: 6 spaces, 60 units or more, 6/60 units	28	units	6 bikes	6 bikes			
Commercial Uses: LL-4 Short-Term, 6/1000m2 Commercial Gross Floor Area	6	52 M2	4 bikes	4 bikes			
Commercial Uses: LL-4 Secure, 1/250m2 Commercial Gross Floor Area	6	52 M2	3 bikes	3 bikes	kes PerBy-Law		

## Imperial

OH:	Unt Tipe I	Unit Area	1	Unit Distribution per FloorLevel							Total Area	Unit Mix		
	Description	图)	Love 1	Leve 2	Line 3	Loui-4	Lee5	Leves	Less 7	Total Units	Pri		OW MR.	
UnitA	1 Bedrom	1 Bedrom	563		1.						. 1	563	. 4%	1 Bedroom
UnitA1 Allere No	1-Section + Den	791			- 1	1	1			4	2,864	14%	1 Sedtoon + Den	
Unit8	2.Bedtom	729		. 1						. 1	720	4%	2 Sedtoom	
UnitC	2 Section • Den	1,166		1						1	1,166	46%	2 Bedrain + Den	
Unit C2	2 Section + Den	1,051			- 1	1	1	1		4	4,264			
Unit C3 As Level Ties	2 3ednon + Sen	847			1	- 1	1	1		4	3,388	40.50		
Unit C4	2 Section + Dec	1,255			1	1:	1	. 1		4	5,030			
Unit C1	18eason	1,501		1	1.	1	1	1		5	7,565			
UnitD	3.8edton	1,252							1	1	1,252	32%		
Unit D1	13eduon	1,237							1	1	1,237	35%	3 Sedtoon	
UnitE	3 Sedrom	1,336							2	2	2,672			
Iotal				4	- 5	5	5	5	- 4	28 Units	30,531	100%		

Adaptable Unit	Late Type / Description	# of Units		
Dot At All Level Two	18eatom + Sen	4		
Shit C3 All LevelTwo	2 Section + Sen	4		
ii .	8 Units			
Total Adaptable Units L	29%			

APARTMENT	Level 1	Level 2	Leel 3	Level 4	Level 5	Level 6	Lee?			7
Unit Area (Net Floor Area) per Floor		3948	5,357	5,357	5,357	5,357	5,155		30,581	Total Res. NFA Pr
Retial Uses Space	3,485								3,465	Retail Uses Area RF
Office Uses space	3,558								3,558	Office Uses Area PF
lesidential Lobby	454								454	Residential Lobby R <sup>2</sup>
Residential Elevator Core & Exit Staircase	871	1							871	Res. Elev Core & Exit Stair P.
Residential Amenity Area		1,068							1,088	Total Res. Amenity Area Pf
Common Area		835	817	817	817	817	836		4,589	Total Common Alea PT
Gross Fibor Area.	8,348	5,851	6,174	6,174	6,174	6,174	5,991	(4.17) M(2)	44,386	Total Building GFA Ff
	(75 40)	(54.90)	STREET	5310	53430	(SWM2)	50.40	(30 M2)	- 454	Less Res. Littly Exclusion Less Res. Amenily Exclusion

			Gross Floo	cArea (M <sup>1</sup> )			Parking Re	quired	Visitors	Bicycle Space	
	Retail Uses	Office Uses	Res. Lobby	Amenity	Res.	# of Units	Comm. 1/75m2 (807 Fc2) Gross Floor Area	Ries. 1.05/uni t	0.10/wit	fles 1.5/6mir (Secured)	Comm. 2/250 m3 (Secured)
Level 1	322	331	42		81	0	9	0.0	0.0	0	1
Level 2				99	444	4		4.2	0.4	6	
Level 3	- 1				574	5		5.3	0.5	8	
Level 4					574	5		5.3	0.5	8	
Level 5	-				574	5		5.3	0.5	8	
Level 6					574	5		5.3	0.5	В	
Level 7					557	4		4.2	0.4	6	
Total	322	331	42	99	3,376	28	9	29.4	2.8	42	1
		-			-		Resid	ential 29	37	Residential	Parking Provide
							V	sitors 3	3	Visitors Park	ing inclusive
		Comme	ercia/Porki	king: 1/75m2 (807 Ft2) Gross Floo			or Area Commercial 9			Commercial	Parking Provide
							Parking Rec	guired 39	48	Parking Prov	rided
									34	100% EV Res	idential Stalls
Res Labby			42	M2	FSR Exclusion	ns					
Amenity				M <sup>2</sup>	FSR Exclusion						
No. of Adaptable Level 2 units		29%		M <sup>2</sup>	Adantable	nin 1.86m2	(20.00xB Exclusion				
NO. OF PROGRESS C. SC. VC. 2 SING.	-			M2	Total FSR Ex		21110 01011				
Retail GFA			322		0.29 FSR						
Offices GFA				M <sup>2</sup>	0.30 FSR						
Residential GFA			3,517	170	3,361	Μ.	3.01 Assidential F.	St afterexch	asions		
Total Gross Floor Area			4,170	M <sup>2</sup>							
Less FSR Exclusions		-	156	M <sup>2</sup>							
FSR			4,014	M2							
Site Area			1,115	M2							
FSR			3.60								
Disabilty Parking Space requ											
Res. Level 2 or 3 Adaptable dwel	ling Units			4	HE STONE (26	-50 required	porking - 4 MC sta	ills required)			
Non-Residential Uses				1	HC stolls (0-	25 required	parking - I stall req	(uired)			
Bicycle Parking Space requi	rements:										
Residential Uses Short-Term				6	Bike Spoors						
Residential Uses Long-Term (1.5)		42	Bike Spoors								
Commercial Uses Short-Term (6/		4	Sike Spoors								
Commercial Uses Long-Term (1/2		3	Bike Spoors								

#### Metri

Unit Type / Description	Unit Tipe /	Unit Area		U	nt Disso	ution per-	FloorLe	ef.		Total tints	Total Aree	Unchie		
	Wi	Leve 1	Leve 2	Linei 3	Lost 4	Less 5	Level 6	level 7	FOR URS	(6°)	UNCOL			
D	JeitA	1.Settoon	5230		1			-			1	52	4%	1980000
Ū	UnitA1 AULevel Two	1 Sedoon + Der	6513			.1	1	1	1		4	261	14%	1 Sedtoon + Den
J	Unit 8	2 Sedoon	66.89		1			1			1.	67	4%	25epton
	Jelt C	2 Sedoon + Der	10832		4						1.	108	46%	18ebon - De
1	Unit C2	2 Sedport + Der	97.64			- 1	-1	. 1	1		4	391		
1	Unit C3 AU Level Two	2 Sedoon + Den	7889			1.	1	1	5		4	315		
9	Unit C4	2 Sedoon + Dec	11659			1	- 1	t	1		4	466		
1	Unit C1	3 Sedoon	139.45		1	- 1	1.	1	- 1		- 5	697		
1	UnitD	2 Settoon	11631							1	3	116		3 Settoon
1	Unit D1	3 Bedroom	11492							1.	1	115	32%	3960001
1	UnitE	3 Sedoon	12412							2	2	248		
1	stal				4	5	5	- 5	5	4	28 Units	2,836	100%	

Adaptable Unit	List Type (Decoptor)	# of Units	
UnitA1 AULavel Teo	1 Sedoon + Din	4	
Unit C3 AU Level Two	2 Sedoon + Dec	-4	
		8 Units	
Total Adaptable Units Level 1	(wo (min. 25%)	29%	

APARTMENT	Level 1	Level 2	Level 3	Level 4	Level 5	Locis	Level 7		
init Area (Net Floor Area)ger Floor		367	498	498	498	498	479	2,896	Total Rus, NFA tr
Retial Uses Space	322							322	Ristat Uses Area W
Office Uses space	331							301	Office Uses Area M
Residential Lobby	- 42							42	Residental Latey N <sup>2</sup>
Residential Elevator Core & Exit Staircase	81							81	Riss. Elev Core & Ext Star M
Residential Amenity Area		99						99	Total Res. Amenty Area of
Common Area, Core & Ext Staircase		79	76	76	76	76	78	499	Total Common Area M
Gross Floor Area	776	544	574	574	574	574	557	4,570	Total Building GFA LF
									Liess Res. Lottoy Exclusion
									Less Res. Amenty Exclusion
								- 25	Less Adoptable units Exclusion

4,014 FSR1/2



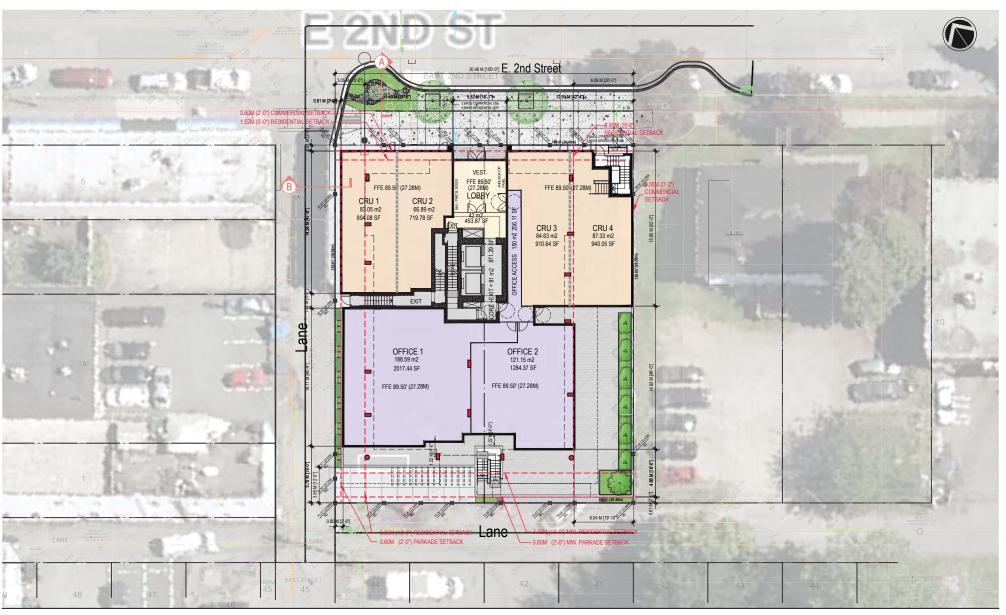
Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C.

## **Zoning Summary & Stats**



DATABASE: PROJECT NO: DATE: SCALE:

1912-STATS 1912 12 APR 2022



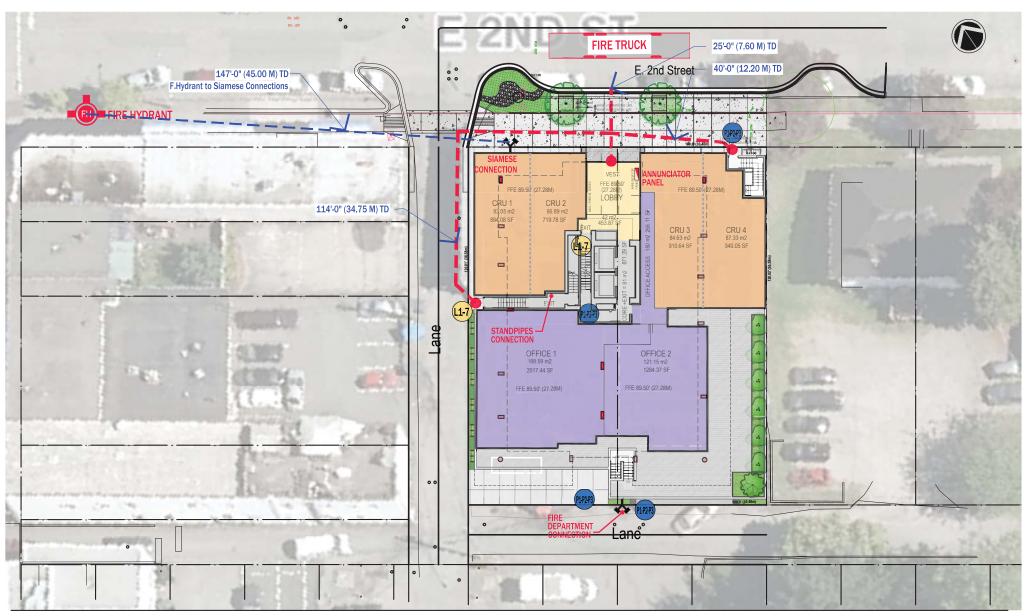


DRAWING TITLE : Site Plan



PROJECT NO: DATE: 12 APR 2022 SCALE: 1" = 25'-0"

1912





Fire Fighting Plan

STABURN

PROJECT NO: DATE: SCALE:

1912 12 APR 2022 1" = 25'-0"



RH Architects Inc. t 604.669.6002 f 604.669.1091

Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C.

**Plans** 

STABURN

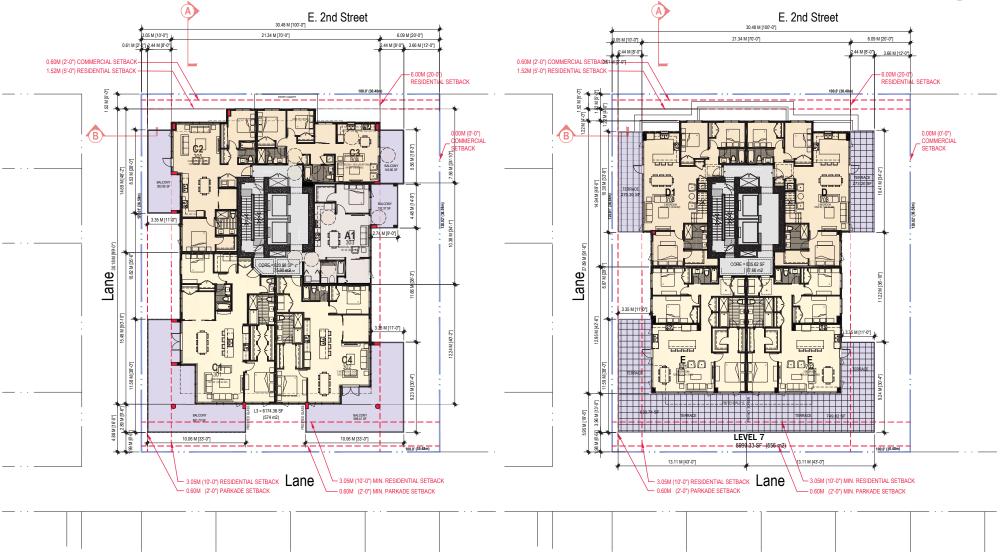
DATABASE: 1912 SITE PLAN PROJECT NO: DATE: SCALE:

1912 12 APR 2022 1" = 20'-0"



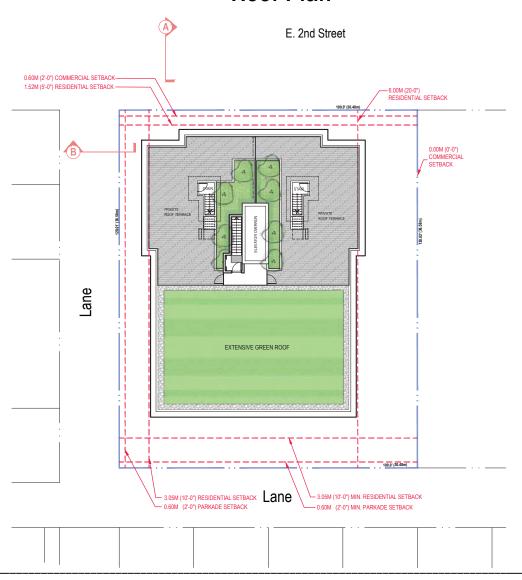






## **Roof Plan**







PROJECT:

Mixed-Use Res. Development

119 - 123 E. 2nd Street, City of North Vancouver B.C.

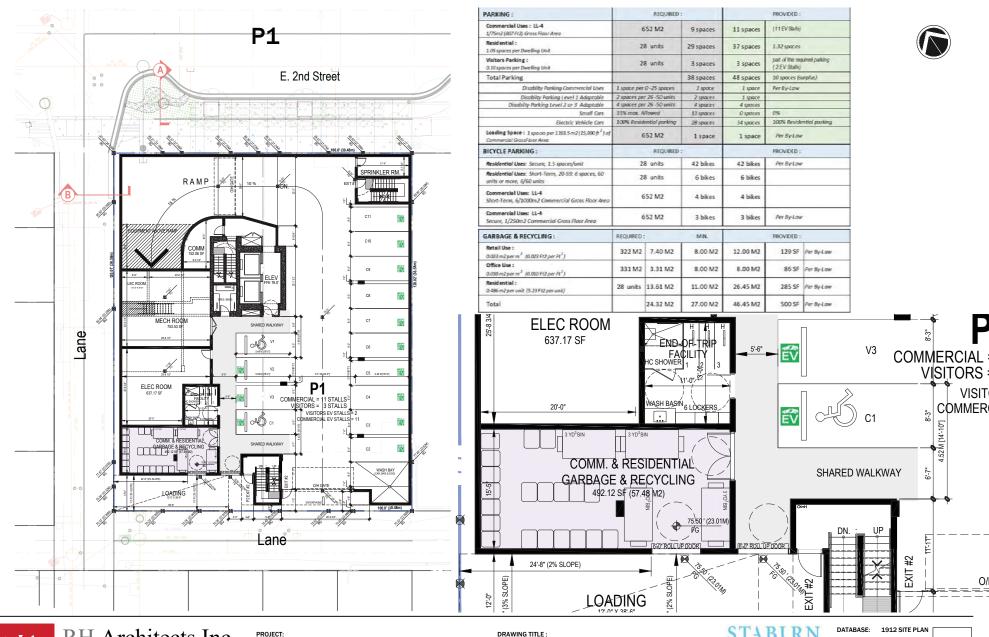
**Roof Plan** 

DRAWING TITLE :

STABURN

DATABASE: 1912 SITE PLAN PROJECT NO: DATE: SCALE:

1912 12 APR 2022 1" = 20'-0"



RH Architects Inc. t 604.669.6002 f 604.669.1091

Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C.

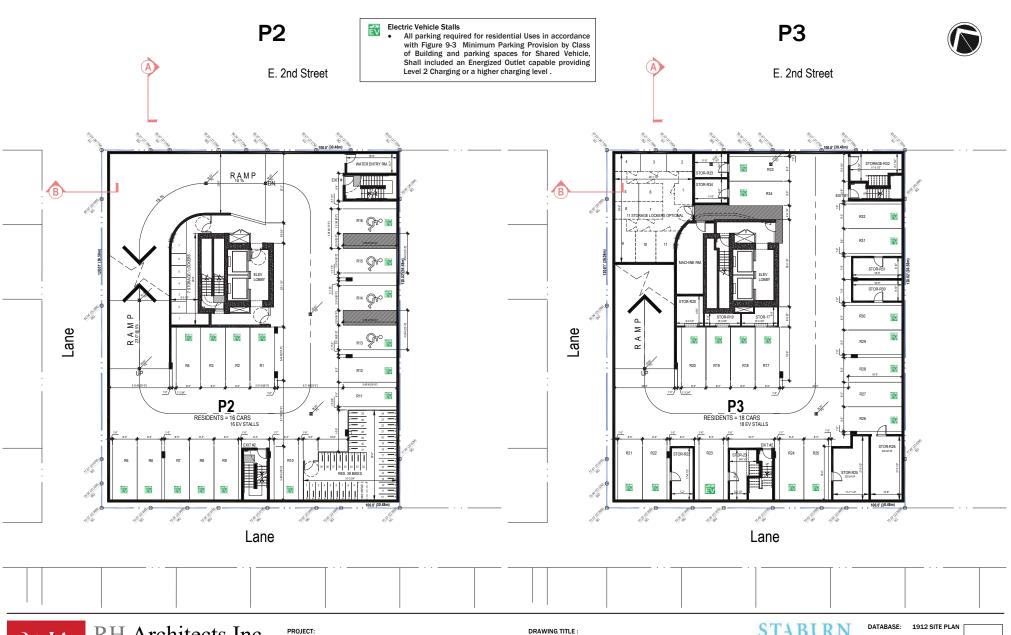
Parkade plans

STABURN

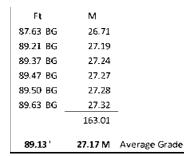
PROJECT NO: DATE: SCALE:

1912 12 APR 2022 1" = 20'-0"

13









PROJECT:

Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C. DRAWING TITLE :

E. 2nd St. Elevation



DATABASE: 1912 ELEVATIONS
PROJECT NO: 1912
DATE: 12 APR 2022

DATE: 12 APR 2022 SCALE: 1" = 20'-0"





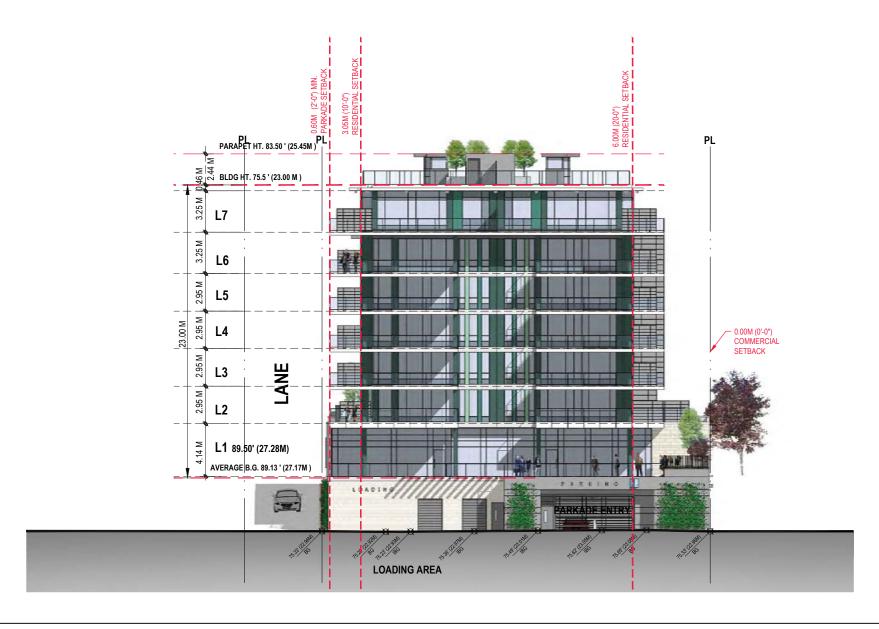
PROJECT:

Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C. DRAWING TITLE:

**West Elevation** 



DATABASE: 1912 ELEVATIONS
PROJECT NO: 1912
DATE: 12 APR 2022
SCALE: 1" = 20'-0"





DRAWING TITLE :

# **South Elevation**



DATABASE: 1912 ELEVATIONS PROJECT NO: 1912 DATE:

12 APR 2022 SCALE:





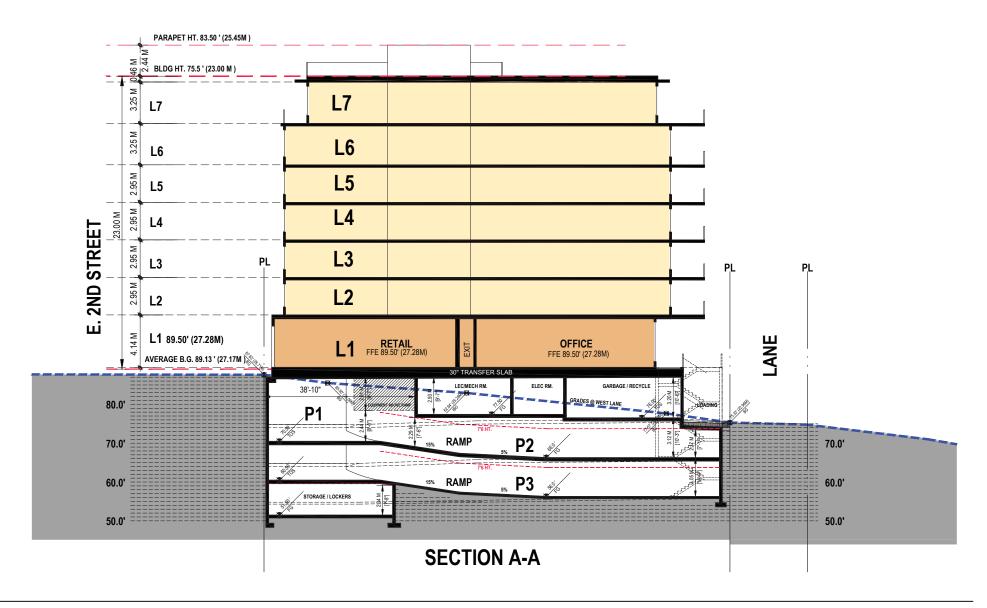
DRAWING TITLE :

**East Elevation** 

STABURN

PROJECT NO: 1912 DATE: 12 APR 2022

SCALE: 1" = 20'-0"



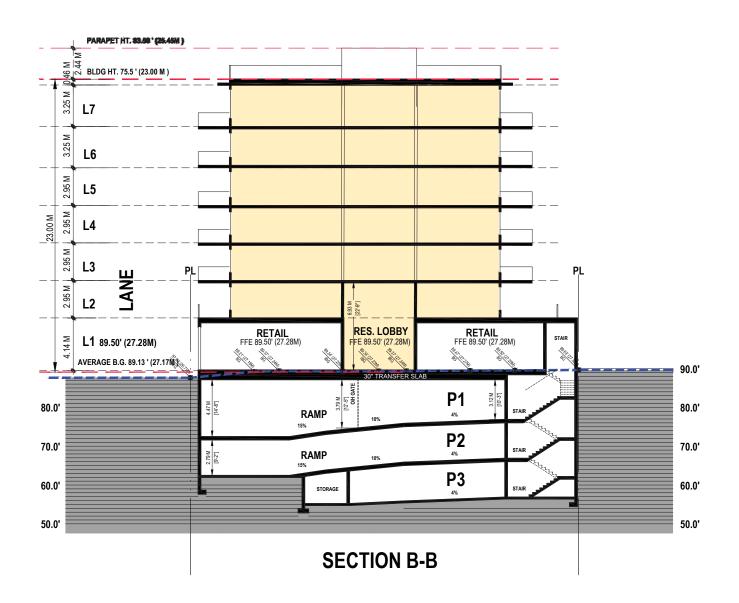


DRAWING TITLE : **Section** 



PROJECT NO: DATE: SCALE:

12 APR 2022





DRAWING TITLE : **Section** 



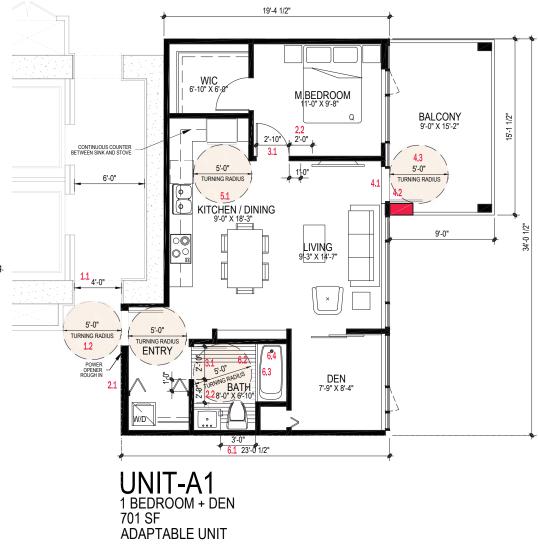
DATABASE: PROJECT NO: DATE: SCALE:

12 APR 2022

# ADAPTABLE UNIT LEVEL TWO

- 1. CIRCULATION
  - 1.1 Corridor min. 4' or 1220mm wide (except for service access areas).
  - 1.2 Provide 5' or 1520mm turning radius inside and outside the entry corridor of each dwelling unit.
- 2. SUITE CIRCULATION
  - 2.1 Provide wiring for an automatic door opener for the suite entry door.
  - 2.2 Provide 2' or 610mm clear wall space adjacent to door latches where door swings toward user (pocket doors acceptable for bathroom and bedrooms)
- 3. DOORS
  - 3.1 Min. one one bathroom, min. one bedroom and storage room doors 2'-10" or 860mm clear opening.
- 4. PATIO & BALCONY
  - 4.1 Min. one door 2'-10" or 860mm clear door opening.
  - 4.2 Min. one patio or balcony doorsill with max.  $\frac{1}{2}$ " or 13mm threshold.
  - 4.3 Min. 5'-0" or 1520 mm turning radius on patio/balcony.
- 5. KITCHEN
  - 5.1 Continuous counter between sink and stove.
- 6. MIN ONE BATHROOM
  - 6.1 Toilet located adjacent to wall (min. 3'-0" or 915mm length)
  - 6.2 Provide turning radius within bathroom (may reslt from removal of vanity cabinet.
  - 6.3 3'-0" or 915 clearance along full length of tub.
  - 6.4 Tub control valve placed at outer edge of tub, with tub spout remaining in central position.

Adaptable Unit	Unit Type / Description	# of Units
Unit A1 AU Level Two	1 Bedroom + Den	4
Unit C3 AU Level Two	2 Bedroom + Den	4
		8 Units
Total Adaptable Units Level Two (min. 25%)		29%





Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C. DRAWING TITLE:

**Adaptable Units Level Two** 



PROJECT NO: DATE: SCALE:

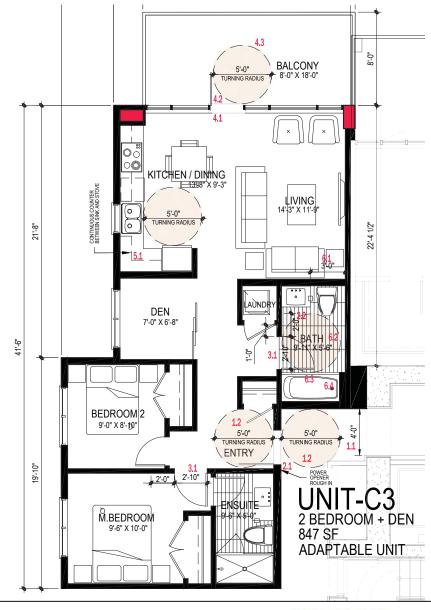
12 APR 2022 3/32" = 1'-0"

1912

# ADAPTABLE UNIT LEVEL TWO

- 1. CIRCULATION
  - 1.1 Corridor min. 4' or 1220mm wide (except for service access areas).
  - 1.2 Provide 5' or 1520mm turning radius inside and outside the entry corridor of each dwelling unit.
- 2. SUITE CIRCULATION
  - 2.1 Provide wiring for an automatic door opener for the suite entry door.
  - 2.2 Provide 2' or 610mm clear wall space adjacent to door latches where door swings toward user (pocket doors acceptable for bathroom and bedrooms)
- 3. DOORS
  - 3.1 Min. one one bathroom, min. one bedroom and storage room doors 2'-10" or 860mm clear opening.
- 4. PATIO & BALCONY
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Adaptable Unit	Unit Type / Description	# of Units
Unit A1 AU Level Two	1 Bedroom + Den	4
Unit C3 AU Level Two	2 Bedroom + Den	4
		8 Units
Total Adaptable Units Level Two (min. 25%)		29%





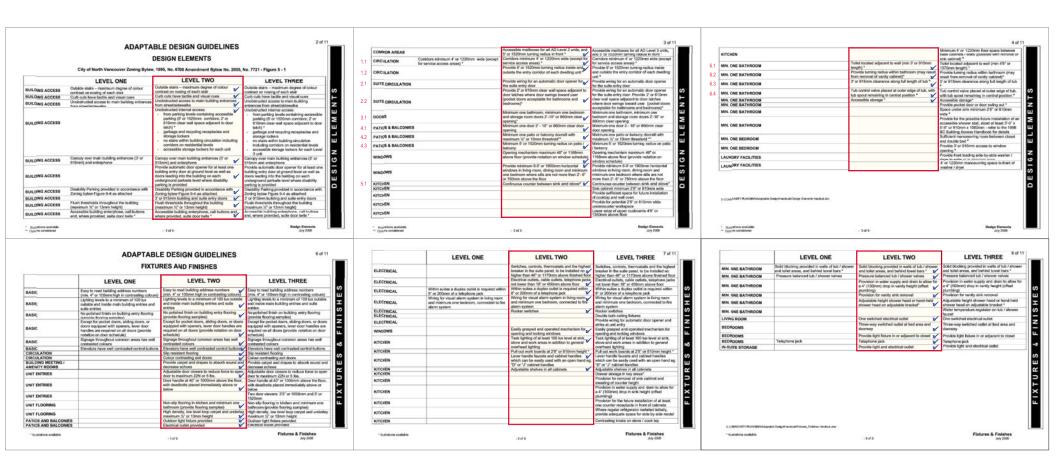
Mixed-Use Res. Development 119 - 123 E. 2nd Street, City of North Vancouver B.C. DRAWING TITLE :

**Adaptable Units Level Two** 



PROJECT NO: DATE: SCALE:

1912 12 APR 2022 3/32" = 1'-0"





PROJECT:

Mixed-Use Res. Development
119 - 123 E. 2nd Street. City of North Vancouver B.C.

DRAWING TITLE:

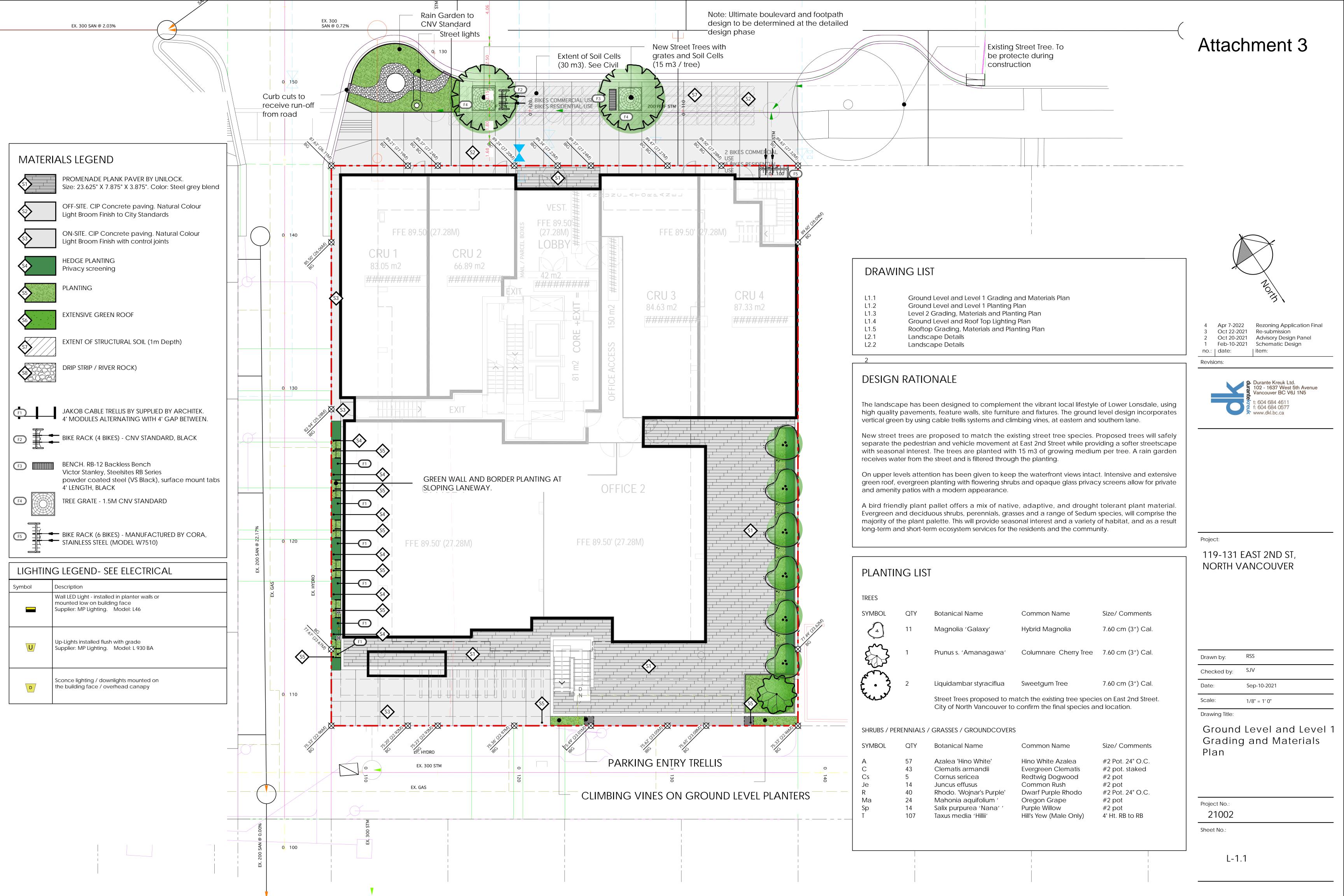


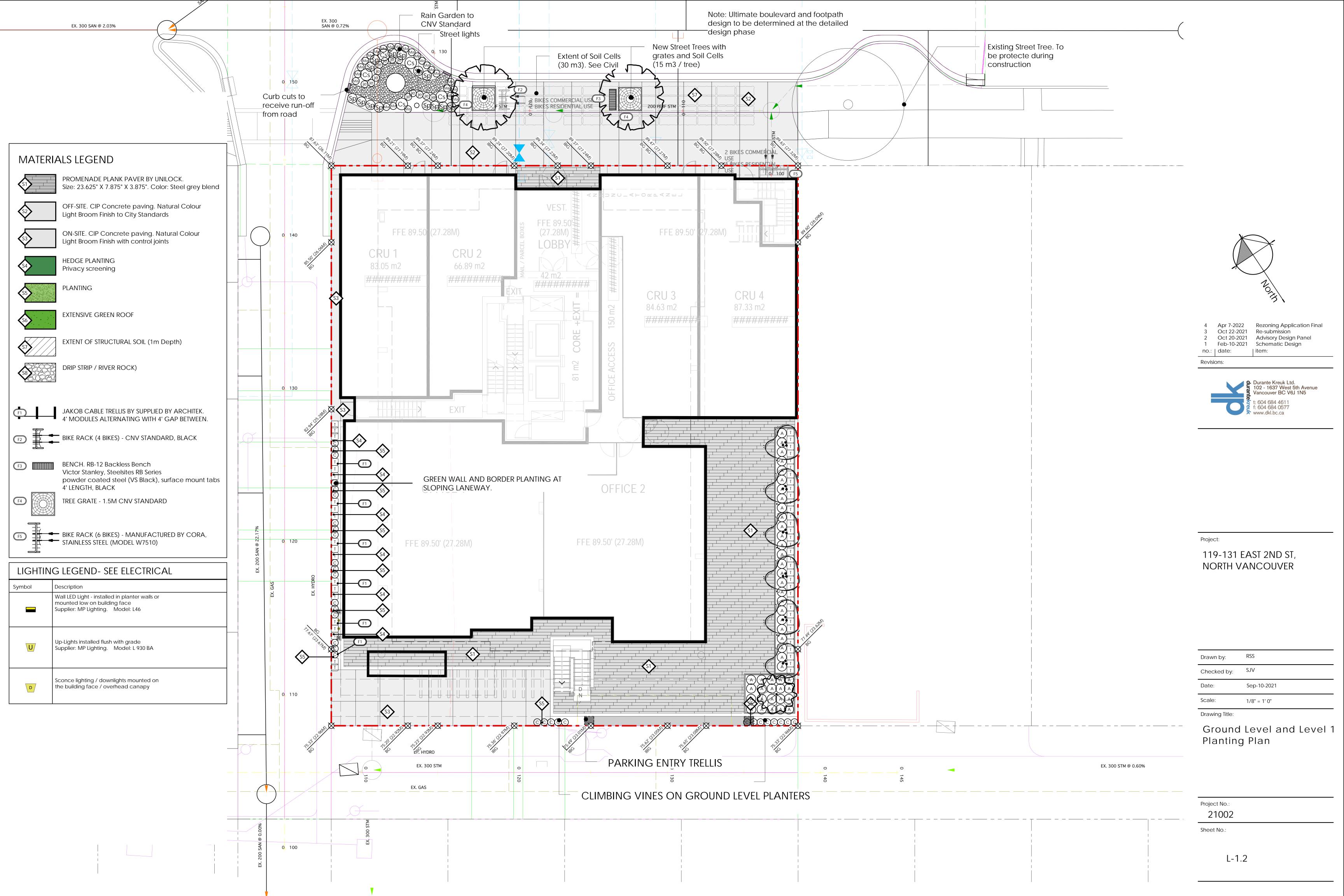


DATABASE:
PROJECT NO:
DATE:
SCALE:

E: Adaptable Units
NO: 1912
12 APR 2022
3/32" = 1'-0"

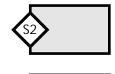
1912 23



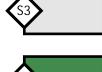


# MATERIALS LEGEND

PROMENADE PLANK PAVER BY UNILOCK. Size: 23.625" X 7.875" X 3.875". Color: Steel grey blend



OFF-SITE. CIP Concrete paving. Natural Colour Light Broom Finish to City Standards

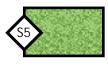


ON-SITE. CIP Concrete paving. Natural Colour Light Broom Finish with control joints



HEDGE PLANTING Privacy screening

PLANTING



EXTENSIVE GREEN ROOF



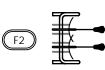
EXTENT OF STRUCTURAL SOIL (1m Depth)



DRIP STRIP / RIVER ROCK)



JAKOB CABLE TRELLIS BY SUPPLIED BY ARCHITEK.
4' MODULES ALTERNATING WITH 4' GAP BETWEEN.

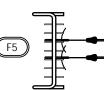




BENCH. RB-12 Backless Bench Victor Stanley, Steelsites RB Series
powder coated steel (VS Black), surface mount tabs
4' LENGTH, BLACK



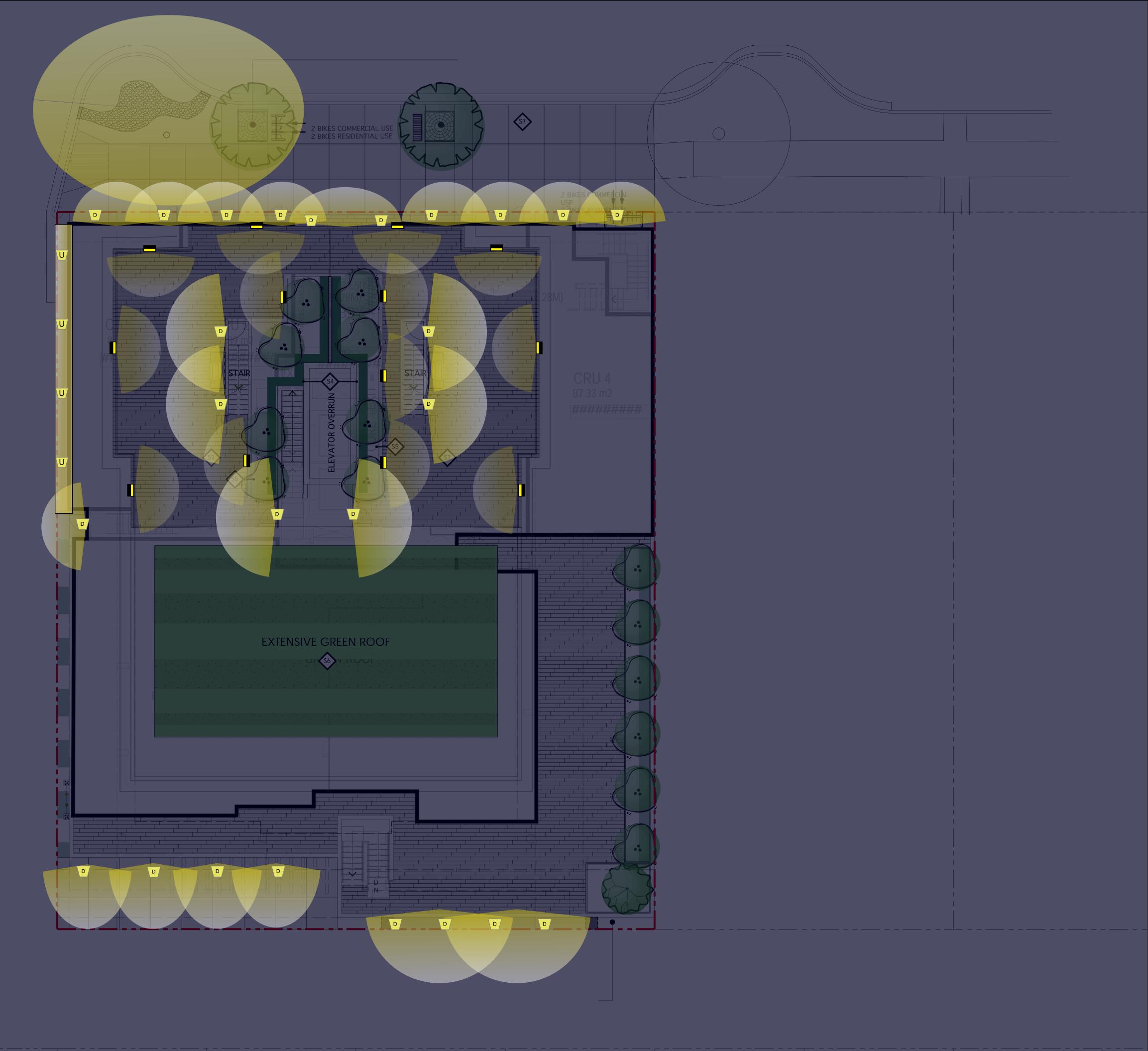
TREE GRATE - 1.5M CNV STANDARD

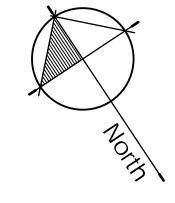


BIKE RACK (6 BIKES) - MANUFACTURED BY CORA, STAINLESS STEEL (MODEL W7510)

# LIGHTING LEGEND- SEE ELECTRICAL

Symbol	Description
	Wall LED Light - installed in planter walls or mounted low on building face Supplier: MP Lighting. Model: L46
U	Up-Lights installed flush with grade Supplier: MP Lighting. Model: L 930 BA
D	Sconce lighting / downlights mounted on the building face / overhead canapy





4 Apr 7-2022 Rezoning Application Final
3 Oct 22-2021 Re-submission
2 Oct 20-2021 Advisory Design Panel
1 Feb-10-2021 Schematic Design

Revisions:



119-131 EAST 2ND ST, NORTH VANCOUVER

Drawn by:	RSS
Checked by:	SJV
Date:	Sep-10-2021
Scale:	1/8" = 1' 0"

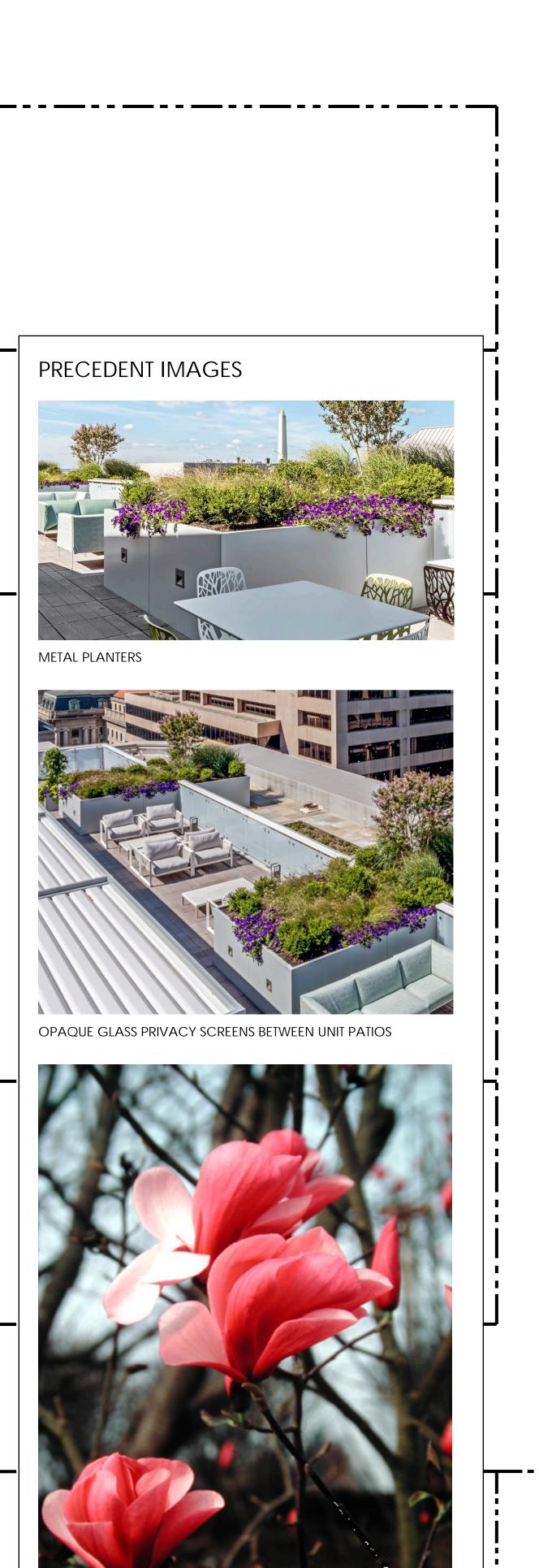
Drawing Title:

Ground Level and Roof top Lighting Plan

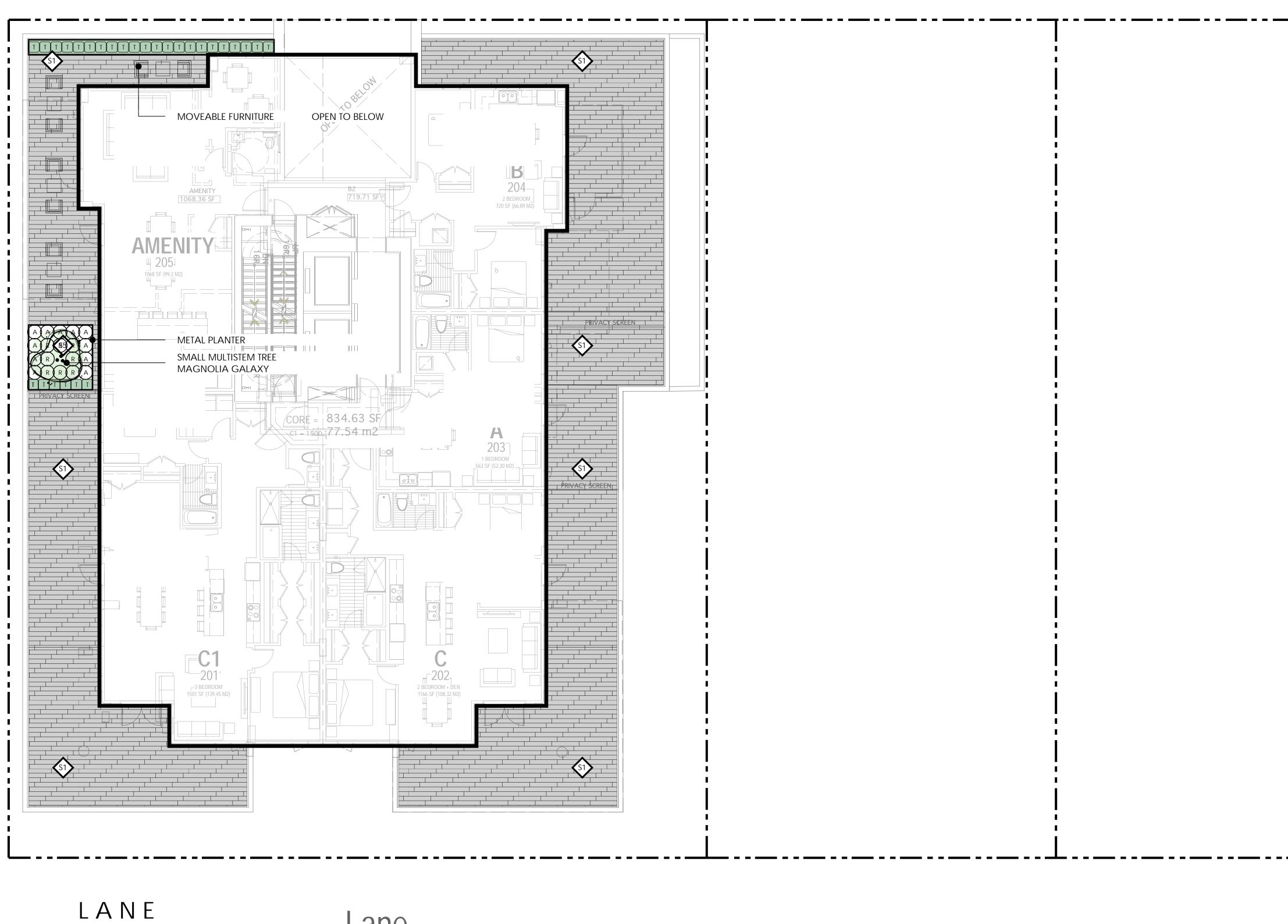
Project No.: 21002

Sheet No.:

L-1.3



MAGNOLIA BUTTERFLIES



Lane

4 Apr 7-2022 Rezoning Application Final
3 Oct 22-2021 Re-submission
2 Oct 20-2021 Advisory Design Panel
1 Feb-10-2021 Schematic Design Durante Kreuk Ltd. 102 - 1637 West 5th Avenue Vancouver BC V6J 1N5 t: 604 684 4611 f: 604 684 0577 www.dkl.bc.ca

119-131 EAST 2ND ST, NORTH VANCOUVER

Drawn by:	R55
Checked by:	SJV
Date:	Sep-10-2021
 Scale:	1/8" = 1' 0"

Drawing Title:

Level 2 Grading, Materials and Planting Plan

Project No.: 21002

Sheet No.:

L1.4

# PRECEDENT IMAGES



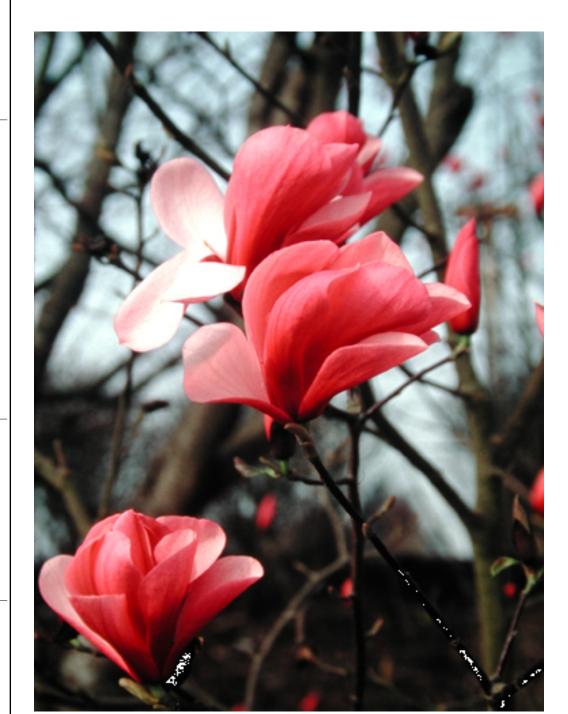
EXTENSIVE GREEN ROOF



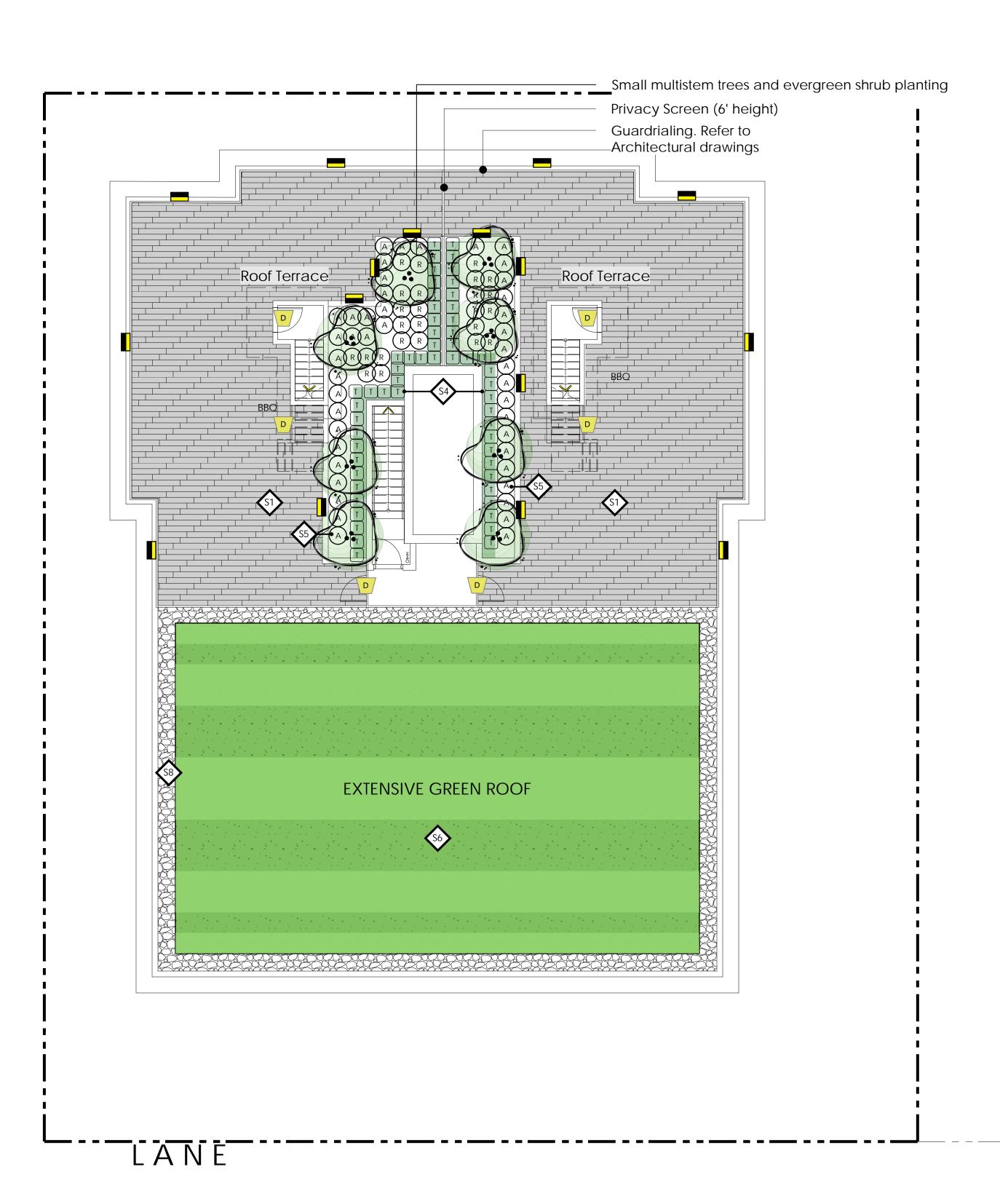
METAL PLANTERS

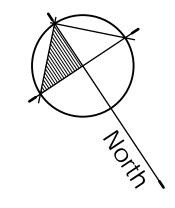


OPAQUE GLASS PRIVACY SCREENS BETWEEN UNIT PATIOS



MAGNOLIA BUTTERFLIES





4 Apr 7-2022 Rezoning Application Final
3 Oct 22-2021 Re-submission
2 Oct 20-2021 Advisory Design Panel
1 Feb-10-2021 Schematic Design

119-131 EAST 2ND ST, NORTH VANCOUVER

Drawn by:	RSS
Checked by:	SJV
Date:	Sep-09-2021
Scale:	1/8" = 1' 0"

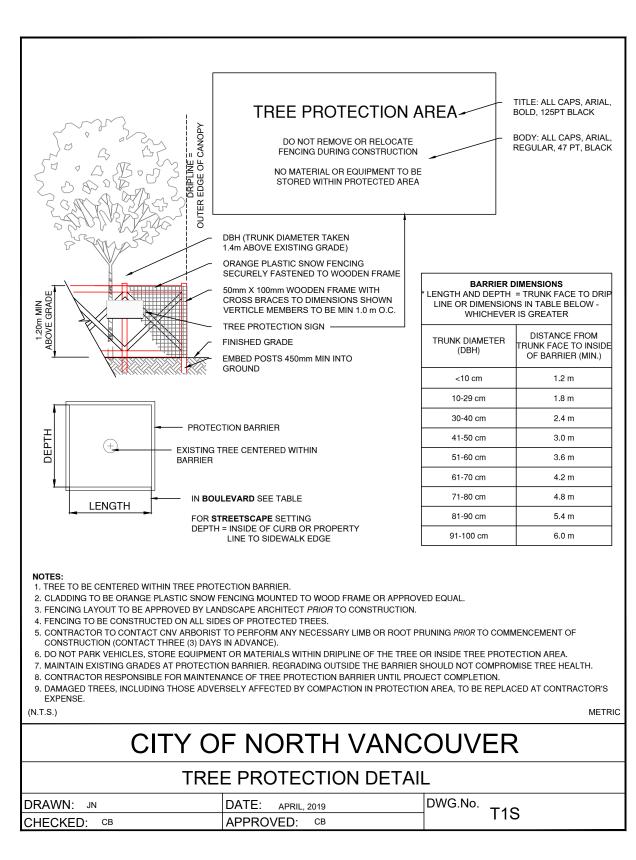
Drawing Title:

Rooftop Rooftop Grading, Materials and Planting Plan

Project No.: 21002

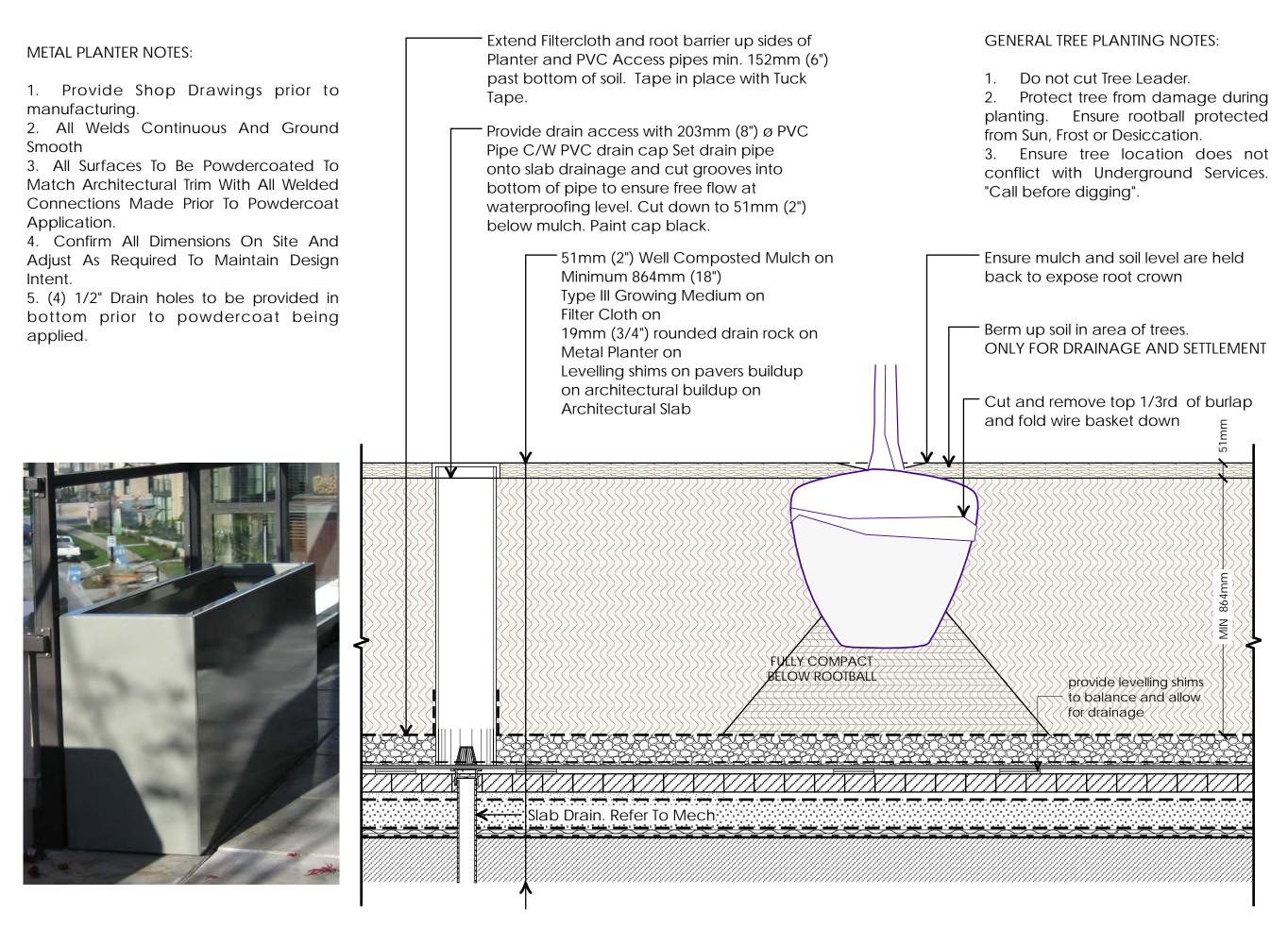
Sheet No.:

L1.5



CITY OF NORTH VANCOUVER STANDARD DETAILS

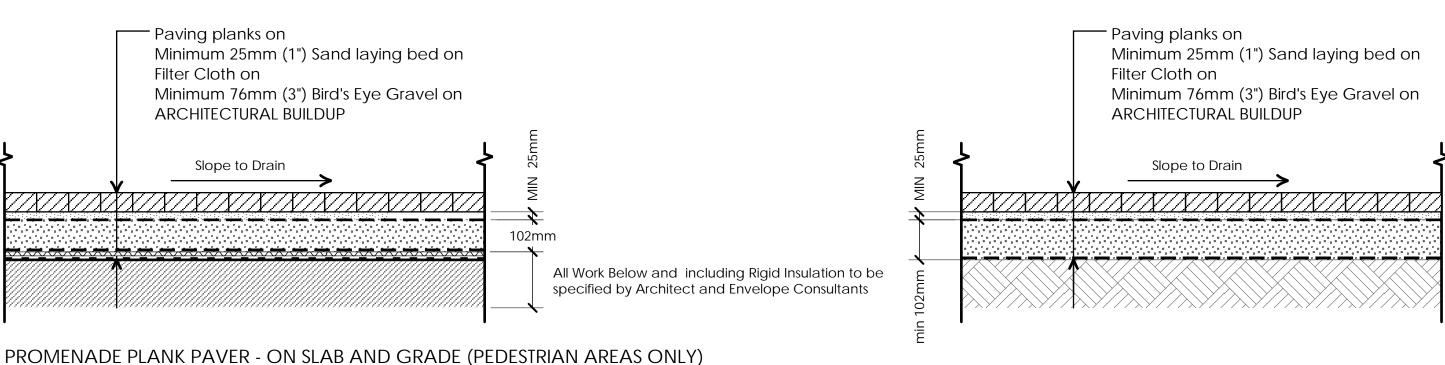
SCALE = 1:12 (1"=1' 0")



 CIP Concrete slab with CIP Concrete slab with 25mm (1") deep sawcut control joints (CJ) and 25mm (1") deep sawcut control joints (CJ) and Stainless steel expansion joints (EJ) on Stainless steel expansion joints (EJ) on Minimum 102mm (4") Compacted Base Material on Minimum 102mm (4") Compacted Base Material on Filter Cloth on Filter Cloth on Compacted Subgrade to 85% MPD maximum Drain mat on ARCHITECTURAL BUILDUP All Work Below and including Rigid Insulation to be specified by Architect and Envelope Consultants

CIP CONCRETE - ON SLAB AND GRADE (PEDESTRIAN AREAS ONLY)

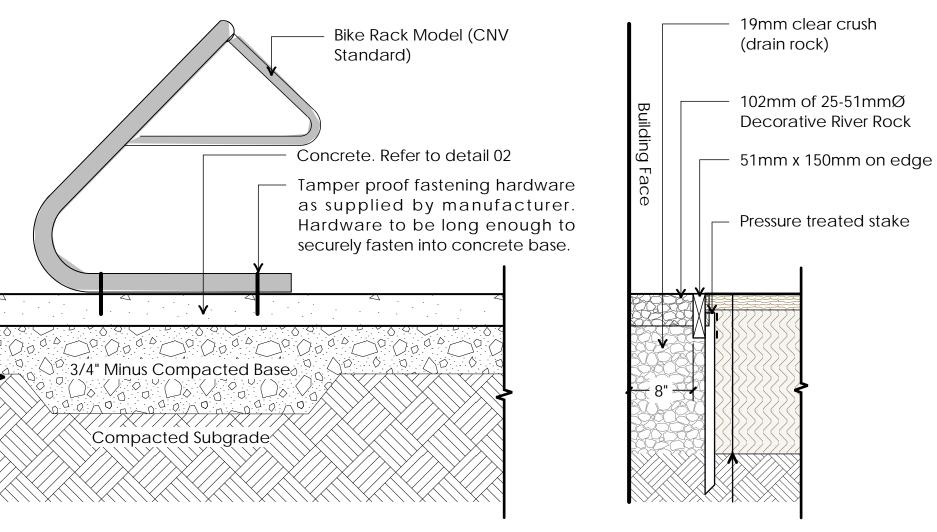
SCALE = 1:12 (1"=1' 0")



SCALE = 1:12 (1"=1' 0")

BIKE RACK MOUNTING ON SLAB/GRADE

SCALE = 1:12 (1"=1' 0")



DRAIN STRIP AT BUILDING FACE SCALE = 1:12 (1"=1' 0")

Minimum 457mm (18") Type III Growing Medium on Compacted Subgrade to 85% MPD maximum Ensure Shrubs and Groundcover Plants are not burued by Mulch Slope to Drain

- 51mm (2") Well Composted Mulch on

SHRUB PLANTING - ON GRADE

SCALE = 1:12 (1"=1' 0")

Apr 7-2022 Rezoning Application Final Oct 22-2021 Re-submission Oct 20-2021 Advisory Design Panel Feb-10-2021 Schematic Design

no.: | date: Revisions:

Durante Kreuk Ltd. 102 - 1637 West 5th Avenue Vancouver BC V6J 1N5 : 604 684 4611 f: 604 684 0577 www.dkl.bc.ca

119-131 EAST 2ND ST, NORTH VANCOUVER

Drawn by: Checked by: Sep-10-2021 Scale: 1/8" = 1' 0" Drawing Title:

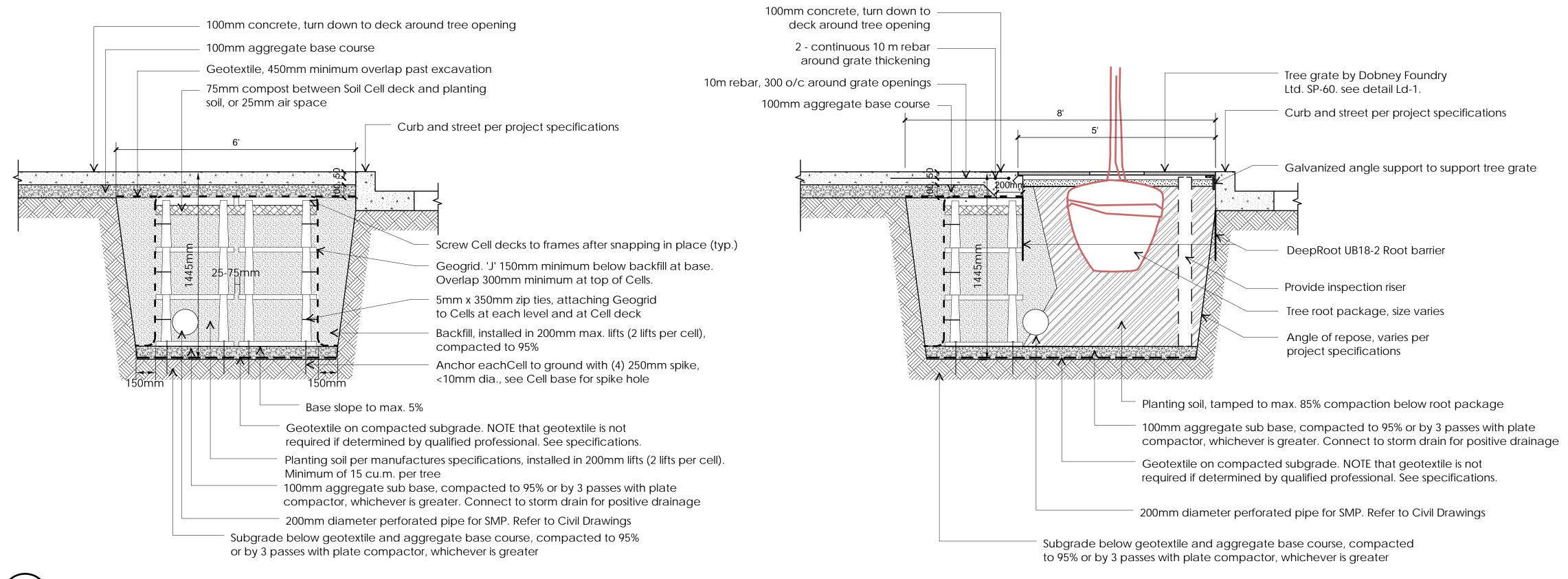
Landscape Details

Project No.: 21002

Sheet No.:

TREE AND SHRUB PLANTING ON SLAB IN METAL PLANTERS

SCALE = 1:12 (1"=1' 0")



Soil Cells at tree pit and hardsurface area - Typical Condition. Refer to Civil Drawings

4 Apr 7-2022 Rezoning Application Final3 Oct 22-2021 Re-submission Oct 20-2021 Advisory Design Panel Feb-10-2021 Schematic Design no.: | date:

Revisions:



119-131 EAST 2ND ST, NORTH VANCOUVER

Drawn by:	RSS
Checked by:	SJV
Date:	Sep-10-2021
Scale:	1/8" = 1' 0"

Drawing Title:

Landscape Details

Project No.: 21002

Sheet No.:

L-2.2



#### ADVISORY DESIGN PANEL

CITY OF NORTH VANCOUVER T 604 985 7761 141 WEST 14TH STREET NORTH VANCOUVER BC / CANADA / V7M 1H9

F 604 985 9417 INFO@CNV.ORG CNV.ORG

October 25, 2021

Alex Wren, Development Manager Staburn Group 200-111 Lonsdale Avenue North Vancouver, BC V7M 2E7

Dear Mr. Wren:

# Re: 119-125 East 2<sup>nd</sup> Street (Rezoning Application)

This will confirm that at their meeting on October 20, 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 119-125 East 2<sup>nd</sup> Street and recommends approval of the project subject to addressing the following issue to the satisfaction of the Development Planner:

Further design development to ensure that the required residential setbacks to the adjacent sites to the east, west, and south are met according to City guidelines;

AND THAT the Panel wishes to commend 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,

T. Huckell

Committee Clerk-Secretary

J. Hinliell

Cc: M. Menzel, Planner 2, Planning and Development

K. Graham, Corporate Officer, City Clerk's Department

B. Rositch, Principal, RH Architects

S. Vincent, Principal, Durante Kreuk Landscape Architecture

Document Number: 2108981-v1

# 119-125 East 2<sup>nd</sup> Street, City of North Vancouver – Rezoning Application

# **East Second Lonsdale Project Ltd.**

# **Virtual Developer Information Session (DIS) Summary Report**

**Event Date**: Tuesday, June 15, 2021

**Time**: 6:00pm – 7:45 PM

**Location**: Online Zoom Webinar

**Attendance**: 19 members of the public attended virtually.

The Staburn Group team was in attendance, as was a representative of the City

of North Vancouver Planning Department.

**Comments**: 29 emails and 1 telephone call were received/submitted prior to the DIS.

12 emails including 7\* completed comment forms 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 1,738 addresses within a 40m radius of the site, as provided by the City of North Vancouver. Appendix A: Notification includes a copy of this material.

## Newspaper Ads

A DIS newspaper ad was placed in the North Shore News on the 2<sup>nd</sup> and 9<sup>th</sup> of June, 2021. A copy of the ad is included in Appendix A: Notification.

# **Notification Sign**

One DIS notification sign were erected on the site on Friday June 4<sup>th</sup>, 2021. Photos of the installed site signs are included in Appendix A: Notification.

### Attendance:

19 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

#### **Project Team:**

- Alex Wren, Staburn Group
- Jeff Wren, Staburn Group
- Steve Henderson, Staburn Group
- Bryce Rositch, RH Architects
- Stephen Vincent, Durante Kreuk Landscape Architects

#### Facilitators:

- Lance Berelowitz, Urban Forum Associates
- Katrina May, Katrina May Consulting

#### 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 (Zoom Webinar) Virtual Developer Information Session format. Meeting participants were welcomed by the facilitator and applicant, and then invited to watch a project presentation by members of the Staburn Group 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 after the presentation during the Question & Answer period. The facilitator read all questions 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 105 minutes. The facilitators received several questions and comments about the project and transcribed them for inclusion in this summary report, attached as a separate 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.

6 emails with comments and telephone messages were submitted prior to the DIS. 7 comment forms and emails with comments were submitted following the DIS.

The key themes of the questions/comments during the Developer Information Session related to potential private view impacts from neighbouring buildings, environmental sustainability, parking provisions, lot coverage and setbacks, shadow impacts, commercial frontage uses on East 2<sup>nd</sup> Street, and traffic congestion/impacts both during and after construction.

A number of environmental sustainability issues/suggestions were raised, including solar panels and solar windows use, embodied carbon impacts and alternatives such as wood construction, low carbon cement, insulation, etc.

The building height was an issue for several attendees, several of whom expressed concern about the potential loss of private views from their current apartments in buildings located to the northwest,

north, and northeast of the proposed project. Some neighbours asked whether the developer and/or City would consider compensating them for potential loss of views and property values.

The issue of providing sufficient parking was raised, both on site and on surrounding streets.

One attendee encouraged retail uses along East 2<sup>nd</sup> to help animate the area.

One attendee asked if consideration could be given to supporting aboriginal businesses in this development and acknowledging it is on coastal Salish land.

One attendee stated that they were in full support of the project but expressed their wish that the City not burden the developer with time delays and requirements that add to the cost of the units for purchasers.

One attendee expressed concern about the City granting additional density to the developer in return for the developer making a community amenity contribution.

There being no further questions, the facilitator thanked everyone for participating and closed the meeting at approximately 7:45 PM.

## **Comment Sheet and Email Submissions Summary:**

Participants were invited to submit comments to the applicant during a 7-day response period after the DIS meeting.

29 emails and 1 telephone calls/messages were received prior to the DIS. Of these 29 emails, 21 were specifically related to registration. The 8 emails which contained questions and/or comments on the proposal are attached and form part of Appendix D: Public Comments.

Following the DIS, 7 comment forms and 11 emails with comments were submitted. These are submitted as a separate Appendix D: Public Comments.

Email correspondence received before the DIS included concerns primarily regarding the building height and the proposal as related to what is allowed under the current OCP and the site's current height limit. Additional comments and concerns were raised regarding the building heating system, construction type and Step Code, passive design features, and the potential for a green roof.

The correspondence we received following the DIS included a wide range of comments. Many supporting comments included the proposed green roof and additional vitality that the new development would bring to the neighbourhood. Some commenters were of the opinion that the project was a good fit for the area. The project's large, covered balconies were applauded.

There were several comments that related to the building height and how it was "too tall" and out of scale for their neighbourhood, despite the proposal being half the size of some adjacent buildings as well as consistent with the Official Community Plan.

Further comments and concerns were raised regarding sustainability, including greenhouse gas production, embodied carbon, passive design features and solar panels.

The project team is aware of these issues and will be taking a holistic approach to the design of building features during the energy modelling process, something that will include building heating/cooling, insulation and solar shading, and energy use. The comments raised regarding low-carbon concrete is something we are aware of and will be researching further with our structural engineer and contractor.

Lastly, there was a comment that, in their opinion, the building not providing enough family friendly units.

#### **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. 1,738 DIS notification flyers were distributed by mail to the surrounding community, and 19 community members signed into the DIS. Two newspaper ads notified the community of the DIS, and one DIS notification sign was posted on the property.

A total of 8 comment forms and 12 e-mails were submitted to the project Development Manager after the DIS. One of the 12 emails included an updated comment form, as such only 7 completed comment forms are included in Appendix D: Public Comments.

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, view impacts on neighbouring buildings, building height, density and lot coverage, and impacts on traffic and parking.

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

# **BYLAW NO. 8922**

# 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:

- This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8922" (East Second Lonsdale Project Ltd. / RH Architects, 119-125 East 2<sup>nd</sup> Street, CD-753).
- 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-753 (Comprehensive Development 753 Zone):

Lots	Block	D.L.	Plan	
6 & 7	155	274	878	from LL-4

- 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-752 Comprehensive Development 752 Zone":
    - "CD-753 Comprehensive Development 753 Zone"
  - B. Adding the following to Section 1101, thereof, after the "CD-752 Comprehensive Development 752 Zone":
    - "CD-753 Comprehensive Development 753 Zone"

In the CD-753 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the LL-4 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
  - (a) Retail Service Group 1A Use:
  - (b) Retail Service Group 1 Use, restricted to rear tenancies not fronting East 2<sup>nd</sup> Street:
  - (b) Accessory Apartment Use subject to Section 6A02(1) of this Bylaw, except that an Accessory Apartment Use shall be permitted on the second storey and above:
  - (c) Accessory Home Occupation Use, subject to Section 507(6);
  - (d) Accessory Home Office Use, subject to Section 507(6);
  - (e) Child Care Use, subject to Section 607(9);
  - (f) Accessory Off-Street Loading Use;
  - (g) Accessory Off-Street Parking Use;
  - (h) Off-Site Parking Use.

# (2) Gross Floor Area

- (a) The maximum Gross Floor Area is 2.6 FSR;
- (b) Not withstanding (2)(a) the Gross Floor Area may be increased as follows:

ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSTIY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
Community Benefit Cash Contribution	Provision of a Community Benefit Cash Contribution of \$2,280,190 for an increase of 1.0 FSR to a maximum of 3.6 FSR	Maximum  1,115 sq. m. (12,001 sq. ft.)	As per OCP Policy Section 2.2.1

Such that the total effective on-site Gross Floor Area is not to exceed 3.6 FSR.

- (3) A minimum of nine units shall have 3 bedrooms;
- (4) Section 6A04(3) shall be varied to permit the maximum Lot Coverage to not exceed 92% at the ground level, and 51% at the second floor and above;
- (5) Building Height:
  - (a) The Principal Building shall not exceed a Building Height of 23 metres (75.5 feet) as measured from the average Building Grade at the North property line along East 2nd Street;
  - (b) Elevator overruns, mechanical penthouses, fire egress stairs, balustrading and landscaping may project beyond the defined height in (a) by a maximum of 3.2 metres (10.5 feet) including elevator shafts and mechanical rooms;
- (6) Section 6A04(5) shall be varied to allow the Principal Building to be sited:
  - (a) Not less than 0.6 meters from a Rear Lot Line or Flanking Lane at the ground level;
  - (b) Not less than 0.6 meters from a Flanking Lane at the second level and above;
  - (c) Not less than 4.8 meters from Rear Lot Line to the wall, at the second level and above;

(d)	Not less than 1.9 meters from Rear Lot Line to an unenclosed balcor the second level and above.		
		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 OFFICE	