



AGENDA FOR THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON MONDAY, SEPTEMBER 26, 2022 AT 6:00 PM

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

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

CALL TO ORDER

APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, September 26, 2022

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, July 25, 2022
3. Special Regular Council Meeting Minutes, September 15, 2022

PROCLAMATIONS

North Shore Culture Days – September 23 to October 16, 2022

International Day of Older Persons – October 1, 2022

Breastfeeding Week – October 1 to 7, 2022

Truth and Reconciliation Week and Truth and Reconciliation Day –
September 26 to 30, 2022 and September 30, 2022

PUBLIC INPUT PERIOD

CONSENT AGENDA

Items *4, *5, *6, *7, *8, *9, *10 and *11 are listed in the Consent Agenda and may be considered separately or in one motion.

BYLAWS – ADOPTION

- *4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8896” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street, CD-745)
- *5. “Land Use Contract Termination Bylaw, 2022, No. 8925” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street)
- *6. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8905” (Cascadia Green Development Company / WA Architects, 800 Marine Drive, CD-755)

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

- *7. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8926”
(Djamshied Shakirin / Seid Shakirin, 2008 Westview Drive, RS-2)
- *8. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8929”
(Bill Curtis / Kuntjoro Architect Inc., 407 West 16th Street, CD-754)
- *9. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947”
(Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2)

CORRESPONDENCE

- *10. Board in Brief, Metro Vancouver Regional District, July 29, 2022

REPORT

- *11. Appointment of Business Licence Inspector

BYLAWS – ADOPTION

- 12. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8636”
(Michael Fournogerakis / Raymond Letkeman Architects Inc., 117-125 West 23rd Street, CD-713)

Information Report, September 14, 2022 – “Briefing Note – Rezoning Application – 117, 121 and 125 West 23rd Street (REZ2016-00018)”

- 13. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8839” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735)
- 14. “Housing Agreement Bylaw, 2021, No. 8840” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735, Rental Housing Commitments)
- 15. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921” (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15th Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165)

REPORT

16. Highways Closing and Disposition Bylaw – 705 West 3rd Street

BYLAW – FIRST, SECOND AND THIRD READINGS

17. “Highways Closing and Disposition Bylaw, 2022, No. 8930” (Closing and removal of highway dedication and disposition of a portion of highway located east of 705 West 3rd Street)

REPORT

18. Housing Agreement – North Shore Neighbourhood House Site: Phase 1

BYLAW – FIRST, SECOND AND THIRD READINGS

19. “Housing Agreement Bylaw, 2022, No. 8949” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments)

PUBLIC CLARIFICATION PERIOD

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

RECESS TO CLOSED SESSION

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

ADJOURN

CALL TO ORDER

APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, September 19, 2022

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, July 25, 2022
3. Special Regular Council Meeting Minutes, September 15, 2022

PROCLAMATIONS

North Shore Culture Days – September 23 to October 16, 2022

International Day of Older Persons – October 1, 2022

Breastfeeding Week – October 1 to 7, 2022

Truth and Reconciliation Week and Truth and Reconciliation Day –
September 26 to 30, 2022 and September 30, 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 *4, *5, *6, *7, *8, *9, *10 and *11 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

- *4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8896” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street, CD-745)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8896” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street, CD-745) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *5. “Land Use Contract Termination Bylaw, 2022, No. 8925” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street)

RECOMMENDATION:

THAT “Land Use Contract Termination Bylaw, 2022, No. 8925” (Polygon Development 237 Ltd. / Shift Architecture, 818-858 West 15th Street) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *6. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8905” (Cascadia Green Development Company / WA Architects, 800 Marine Drive, CD-755)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8905” (Cascadia Green Development Company / WA Architects, 800 Marine Drive, CD-755) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

- *7. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8926”
(Djamshied Shakirin / Seid Shakirin, 2008 Westview Drive, RS-2)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8926”
(Djamshied Shakirin / Seid Shakirin, 2008 Westview Drive, RS-2) be adopted,
signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *8. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8929”
(Bill Curtis / Kuntjoro Architect Inc., 407 West 16th Street, CD-754)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8929”
(Bill Curtis / Kuntjoro Architect Inc., 407 West 16th Street, CD-754) be adopted,
signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *9. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947”
(Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947”
(Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2) be adopted,
signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CORRESPONDENCE

- *10. Board in Brief, Metro Vancouver Regional District, July 29, 2022
– File: 01-0400-60-0006/2022

Re: Metro Vancouver – Board in Brief

RECOMMENDATION:

THAT the correspondence from Metro Vancouver, dated July 29, 2022, regarding
the “Metro Vancouver – Board in Brief”, be received and filed.

CONSENT AGENDA – Continued

REPORT

- *11. Appointment of Business Licence Inspector – File: 09-4320-20-0001/2022

Report: Community and Partner Relations Specialist, September 7, 2022

RECOMMENDATION:

PURSUANT to the report of the Community and Partner Relations Specialist, dated September 7, 2022, entitled “Appointment of Business Licence Inspector”:

THAT Paul Hutton be appointed as the Business Licence Inspector for the purpose of enforcing and carrying out the provisions of “Business Licence Bylaw, 2018, No. 8640”.

END OF CONSENT AGENDA

BYLAWS – ADOPTION

12. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8636” (Michael Fournogerakis / Raymond Letkeman Architects Inc., 117-125 West 23rd Street, CD-713)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8636” (Michael Fournogerakis / Raymond Letkeman Architects Inc., 117-125 West 23rd Street, CD-713) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

Information Report, September 14, 2022 – “Briefing Note – Rezoning Application – 117, 121 and 125 West 23rd Street (REZ2016-00018)”

13. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8839” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8839” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

BYLAWS – ADOPTION – Continued

14. “Housing Agreement Bylaw, 2021, No. 8840” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2021, No. 8840” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

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

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921” (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15th Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

REPORT

16. Highways Closing and Disposition Bylaw – 705 West 3rd Street
– File: 06-2260-01-0001/2022

Report: Manager, Real Estate, September 7, 2022

RECOMMENDATION:

PURSUANT to the report of the Manager, Real Estate, dated September 7, 2022, entitled “Highways Closing and Disposition Bylaw – 705 West 3rd Street”:

THAT “Highways Closing and Disposition Bylaw, 2022, No. 8930” (A Bylaw to stop up and close and dispose of a portion of Bewicke Avenue subject to consolidation with 705 West 3rd Street) be considered;

THAT notices be issued in accordance with Sections 26, 40 and 94 of the *Community Charter*;

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

Item 17 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

17. “Highways Closing and Disposition Bylaw, 2022, No. 8930” (Closing and removal of highway dedication and disposition of a portion of highway located east of 705 West 3rd Street)

RECOMMENDATION:

THAT “Highways Closing and Disposition Bylaw, 2022, No. 8930” (Closing and removal of highway dedication and disposition of a portion of highway located east of 705 West 3rd Street) be given first, second and third readings.

REPORT

18. Housing Agreement – North Shore Neighbourhood House Site: Phase 1
– File: 08-3400-20-0077/1

Report: Planner 2, Development Planning, September 7, 2022

RECOMMENDATION:

PURSUANT to the report of the Planner 2, Development Planning, dated September 7, 2022, entitled “Housing Agreement – North Shore Neighbourhood House Site: Phase 1”:

THAT “Housing Agreement Bylaw, 2022, No. 8949” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments) be considered.

Item 19 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

19. “Housing Agreement Bylaw, 2022, No. 8949” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2022, No. 8949” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments) be given first, second and third readings.

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

RECESS TO CLOSED SESSION

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

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

ADJOURN



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

PRESENT

COUNCIL MEMBERS

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

ABSENT

Councillor A. Girard

STAFF MEMBERS

L. McCarthy, CAO
K. Graham, Corporate Officer
C. Baird, Deputy Corporate Officer
J. Peters, Assistant City Clerk
B. Pearce, Deputy CAO / Director, Strategic and Corporate Services
H. Granger, City Solicitor
M. Cove, Research and Communications Specialist
L. Sawrenko, Chief Financial Officer
M. Epp, Director, Planning and Development
R. de St. Croix, Manager, Long Range and Community Planning
R. Basi, Manager, Development Planning
T. Ryce, Chief Building Official
B. van der Heijden, Planner
B. Underhill, Planner
K. Magnusson, Acting Director, Engineering, Parks and Environment
R. Skene, Director, Community and Partner Engagement
L. Orr, Deputy Director, Community and Partner Engagement
G. Schalk, Public Safety Director and Fire Chief
K. Hennigar, Manager, Police Support Services, RCMP

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

Mayor Buchanan extended thoughts and condolences for the people killed in the shooting in Langley today and commented on the heat warning for extreme heat expected this week.

APPROVAL OF AGENDA

Moved by Councillor McIlroy, seconded by Councillor Back

1. Regular Council Meeting Agenda, July 25, 2022

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Moved by Councillor Back, seconded by Councillor Valente

2. Regular Council Meeting Minutes, July 18, 2022

CARRIED UNANIMOUSLY

PUBLIC INPUT PERIOD

Nil.

CONSENT AGENDA

Moved by Councillor Bell, seconded by Councillor Back

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

CARRIED UNANIMOUSLY

START OF CONSENT AGENDA

BYLAWS – ADOPTION

- *3. Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8894” (Anthem Sunshine Developments Ltd. / McFarlane Biggar Architects, 149 West 3rd Street, CD-744)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8894” (Anthem Sunshine Developments Ltd. / McFarlane Biggar Architects, 149 West 3rd Street, CD-744) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

- *4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8902” (Larry Podhora / Larry Podhora Architecture Inc., 309 Kennard Avenue, CD-748)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8902” (Larry Podhora / Larry Podhora Architecture Inc., 309 Kennard Avenue, CD-748) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

- *5. “Highways Closing and Disposition Bylaw, 2022, No 8927” (Closing and removal of highway dedication and disposition of a portion of highway located east of 1345 Delbruck Avenue)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Highways Closing and Disposition Bylaw, 2022, No 8927” (Closing and removal of highway dedication and disposition of a portion of highway located east of 1345 Delbruck Avenue) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

END OF CONSENT AGENDA

BYLAW – ADOPTION

6. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8908” (Bill Curtis / Bill Curtis & Associates Design, 341 West 24th Street)

Moved by Councillor Hu, seconded by Councillor McIlroy

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8908” (Bill Curtis / Bill Curtis & Associates Design, 341 West 24th Street) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CARRIED

Councillor Bell is recorded as voting contrary to the motion.

BYLAW – FIRST, SECOND AND THIRD READINGS

7. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947” (Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947” (Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2) be given first and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Bell, seconded by Councillor Back

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8947” (Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2) be given third reading.

CARRIED UNANIMOUSLY

PRESENTATIONS

Transport 2050: 10-Year Priorities – Kevin Quinn, CEO, and Sarah Ross, Vice President, Planning, TransLink

Kevin Quinn and Sarah Ross, TransLink, provided a PowerPoint presentation regarding the “Transport 2050: 10-Year Priorities” and responded to questions of Council.

Moved by Councillor Back, seconded by Councillor Bell

THAT the presentation regarding “Transport 2050: 10-Year Priorities” be received with thanks.

CARRIED UNANIMOUSLY

City of North Vancouver COVID-19 Response – Impacts, Innovations and Outcomes – Deputy Chief Administrative Officer and Research and Communications Specialist

The Deputy Chief Administrative Officer and Research and Communications Specialist provided a PowerPoint presentation regarding the “City of North Vancouver COVID-19 Response” and responded to questions of Council.

REPORTS

8. Impacts, Innovations and Outcomes – The City’s Response to COVID-19
– File: 14-7130-20-0013/1

Report: Research and Communications Specialist, July 14, 2022

Moved by Councillor Back, seconded by Councillor Valente

PURSUANT to the report of the Research and Communications Specialist, dated July 14, 2022, entitled “Impacts, Innovations and Outcomes – The City’s Response to COVID-19”:

THAT the report of the Research and Communications Specialist, dated July 14, 2022, be received for information.

CARRIED UNANIMOUSLY

9. Police Support Services 2021 Annual Report – File: 14-7580-01-0001/2022

Report: Manager, Police Support Services, July 12, 2022

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Manager, Police Support Services, dated July 12, 2022, entitled “Police Support Services 2021 Annual Report”:

THAT the report of the Manager, Police Support Services, dated July 12, 2022, be received for information.

CARRIED UNANIMOUSLY

10. Mid-Market Rental Policy and Eligibility Criteria Update – File: 10-5040-03-0001/2022

Report: Manager, Long Range and Community Planning, July 13, 2022

Moved by Councillor McIlroy, seconded by Councillor Bell

PURSUANT to the report of the Manager, Long Range and Community Planning, dated July 13, 2022, entitled “Mid-Market Rental Policy and Eligibility Criteria Update”:

THAT the Mid-Market Rental Policy be approved.

CARRIED UNANIMOUSLY

PUBLIC CLARIFICATION PERIOD

Nil.

COUNCIL INQUIRIES / REPORTS

11. Subdivision Process – File: 01-0220-01-0001/2021

Inquiry by Councillor Valente

Councillor Valente inquired of Mayor Buchanan regarding a subdivision in the Wolfe Street area and asked for a report from staff on the process and policy of subdivision approvals. Mayor Buchanan advised that this matter has been forwarded to staff for a report back to Council.

NEW ITEMS OF BUSINESS

Nil.

NOTICES OF MOTION

Councillor Valente commented that he intends to bring forward a Notice of Motion to a future Regular Council meeting on the subject of protecting vulnerable road users with the use of side guards for trucks and further safety measures.

RECESS TO CLOSED SESSION

Moved by Councillor Back, seconded by Councillor Bell

THAT Council recess to the Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Section 90(1)(a) [personal information].

CARRIED UNANIMOUSLY

The meeting recessed to the Committee of the Whole, Closed Session, at 8:11 pm and reconvened at 8:21 pm.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

12. Appointments to the Multicultural Community Festival Task Force
– File: 01-0360-20-0117/2022

Report: Corporate Officer, July 6, 2022

Moved by Councillor Hu, seconded by Councillor Bell

PURSUANT to the report of the Corporate Officer, dated July 6, 2022, entitled “Appointments to the Multicultural Community Festival Task Force”:

THAT the Terms of Reference be amended to increase the membership composition from “Three (3) residents” to “Five (5) residents”;

THAT Benny Ng, Catalina Soriano, Mahshid Rezaei, Svetlana Ischenko and Ying (Echo) Xie be appointed as residents who represent cultural diversity in the City;

Continued...

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

12. Appointments to the Multicultural Community Festival Task Force
– File: 01-0360-20-0117/2022 – Continued

THAT Alka Goel-Stevens be appointed to represent North Shore Folk Fest Society;

THAT Greg Holmes be appointed to represent Lower Lonsdale Business Improvement Area;

THAT Laurel Lawry be appointed to represent North Vancouver Museum and Archives;

THAT Rose Greene be appointed to represent School District No. 44 (North Vancouver);

THAT Olivia Bornik be appointed to represent Impact North Shore;

THAT Amir Hazfi be appointed to represent North Vancouver City Library;

THAT Nancy Cottingham Powell be appointed to represent North Van Arts;

THAT all members be appointed to the Task Force commencing July 25, 2022, for a term of approximately 18 months;

THAT Councillor Girard and Councillor Hu be appointed as Co-Chairs of the Multicultural Community Festival Task Force;

AND THAT the report of the Corporate Officer, dated July 6, 2022, entitled “Appointments to the Multicultural Community Festival Task Force”, remain in the Closed session.

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Back, seconded by Councillor Valente

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 8:22 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER



**MINUTES OF THE SPECIAL REGULAR MEETING OF COUNCIL,
HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14TH STREET,
NORTH VANCOUVER, BC, ON **THURSDAY, SEPTEMBER 15, 2022****

PRESENT

COUNCIL MEMBERS

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

ABSENT

Councillor T. Hu

STAFF MEMBERS

L. McCarthy, CAO
K. Graham, Corporate Officer
C. Baird, Deputy Corporate Officer
B. Pearce, Deputy CAO / Director, Strategic and
Corporate Services
H. Granger, City Solicitor
M. Epp, Director, Planning and Development
C. Nichols, Manager, Human Resources
T. Ryce, Chief Building Official

The meeting was called to order at 10:01 am.

APPROVAL OF AGENDA

Moved by Councillor Bell, seconded by Councillor McIlroy

1. Special Regular Council Meeting Agenda, September 15, 2022

THURCARRIED UNANIMOUSLY

RECESS TO CLOSED SESSION

Moved by Councillor Girard, seconded by Councillor Bell

THAT Council recess to the Special Committee of the Whole, Closed Session,
pursuant to the *Community Charter*, Sections 90(1)(c) [labour relations] and 90(1)(i)
[legal advice].

CARRIED UNANIMOUSLY

The meeting recessed to the Special Committee of the Whole, Closed Session, at 10:02 am
and reconvened at 10:07 am.

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

2. National Day of Mourning to Mark the Queen's Funeral – September 19, 2022
– File: 01-0560-20-0001/2022

Report: Manager, Human Resources, September 14, 2022

Moved by Councillor McIlroy, seconded by Councillor Girard

PURSUANT to the report of the Manager, Human Resources, dated September 14, 2022, entitled "National Day of Mourning to Mark the Queen's Funeral – September 19, 2022";

THAT the Chief Administrative Officer direct City employees to treat September 19, 2022 as if it were a statutory holiday;

AND THAT the report of the Manager, Human Resources, dated September 14, 2022, entitled "National Day of Mourning to Mark the Queen's Funeral – September 19, 2022", remain in the Closed session.

CARRIED UNANIMOUSLY

3. Suspension of Prohibition on Construction Activity on September 19, 2022
– File: 09-4020-01-0001/2022

Report: City Solicitor and Director, Planning and Development, September 14, 2022

Moved by Councillor McIlroy, seconded by Councillor Girard

PURSUANT to the report of the City Solicitor and the Director, Planning and Development, dated September 14, 2022, entitled "Suspension of Prohibition on Construction Activity on September 19, 2022":

THAT, with reference to Section 4.4(c) of "Noise Control Bylaw, 2021, No. 8885", Council temporarily suspend enforcement of the prohibition against construction activity on September 19, 2022, in the event that such date is set by either the Provincial Government or Federal Government as a Holiday, being a National Day of Mourning to mark the passing of Her Majesty Queen Elizabeth II;

AND THAT the report of the City Solicitor and the Director, Planning and Development, dated September 14, 2022, entitled "Suspension of Prohibition on Construction Activity on September 19, 2022", remain in the Closed session.

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Girard, seconded by Councillor Back

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 10:08 am.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER

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Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

NORTH SHORE CULTURE DAYS

Whereas

North Shore Culture Days is part of the national Culture Days celebrations, a collaborative volunteer movement that provides Canadians with an opportunity to participate in and appreciate all forms of arts and culture;

Whereas

North Shore Culture Days is a celebration where artists, arts and cultural organizations and creative groups offer a wide range of free, interactive and behind-the-scenes activities, inviting the public to discover the cultural gems that exist in their own backyard; and

Whereas

with the participation of the municipalities of the City of North Vancouver and the Districts of North Vancouver and West Vancouver, this unique tri-municipal celebration will increase the awareness, accessibility, participation and engagement of North Shore residents in the arts and cultural life of their communities;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **September 23 to October 16, 2022** as **North Shore Culture Days** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, September 26, 2022

Linda C. Buchanan

Mayor Linda Buchanan



Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

INTERNATIONAL DAY OF OLDER PERSONS

Whereas the 32nd Anniversary of the United Nations International Day of Older Persons celebrates the importance of the Universal Declaration of Human Rights and reaffirms the commitment to promoting the full and equal enjoyment of all human rights and fundamental freedoms by older persons;

Whereas individuals are reaching an advanced age in greater numbers and are in better health than ever before, and scientific research is disproving many stereotypes about inevitable and irreversible declines with age;

Whereas the United Nations Principles for Older Persons, adopted in 1991, promotes independence, participation, care, self-fulfillment and dignity;

And Whereas the 2022 theme, "The Resilience and Contributions of Older Women", serves as a hallmark and reminder of the significant role older woman play in traversing global challenges and contributing to their solutions with resilience and fortitude;

Now Therefore I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **October 1, 2021** as the **International Day of Older Persons** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, September 26, 2022

Linda C. Buchanan

Mayor Linda Buchanan



Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

BREASTFEEDING WEEK

Whereas

we respect the importance of informed choices and optimal feeding practices by protecting, promoting and supporting breastfeeding as the ideal nutrition for healthy infants and promoting the health of women;

Whereas

Breastfeeding Week celebrates breastfeeding and milk-banking, and demonstrates promotion, protection and support for breastfeeding women and their families;

And Whereas

this week encourages community discussion about issues related to breastfeeding and donor milk banking, since its inception in 2001, and has provided a focus for health promotion around human milk and the key role that breastfeeding plays in the health of a community;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **October 1 to 7, 2022**, as **Breastfeeding Week** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, September 26, 2022

Mayor Linda Buchanan



Office of the Mayor
CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

TRUTH AND RECONCILIATION WEEK AND DAY

Whereas

from September 26 to 30, Canadians will be provided the opportunity to deepen their understanding of Indigenous history and advancing reconciliation;

Whereas

the City of North Vancouver values Indigenous lives and is committed to strengthening its relationships with First Nations, Métis and Inuit peoples;

Whereas

the City of North Vancouver recognizes that public commemoration of the history and legacy of residential schools remains a vital component of reconciliation;

Whereas

the Truth and Reconciliation Commission's Call to Action #80 called on the Federal government to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour survivors of residential schools, their families and communities;

Whereas

the government of Canada and the Province of British Columbia marked September 30 as a day of public commemoration and reflection;

And Whereas

the City of North Vancouver Council identified Equity, Diversity, Inclusion and Reconciliation as essential components to the City's vision of being the Healthiest Small City in the World;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **September 26 to 30, 2022** as **Truth and Reconciliation Week** and **September 30, 2022** as **Truth and Reconciliation Day** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, September 26, 2022

Linda C. Buchanan

Mayor Linda Buchanan

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 15th 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	
C	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.

(2) Gross Floor Area

- (a) The maximum Gross Floor Area is 0.93 FSR;
- (b) Notwithstanding (2)(a) the Gross Floor Area may be increased as follows:

ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY 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;

- (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 2nd day of May, 2022.

READ a second time on the 2nd day of May, 2022.

READ a third time on the 24th day of May, 2022.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8925

A Bylaw to terminate a Land Use Contract for 818-858 West 15th 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 15th 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 15th Street wish to terminate and discharge the Land Use Contract for 818-858 West 15th 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 15th Street).
2. 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 2nd day of May, 2022.

READ a second time on the 2nd day of May, 2022.

READ a third time on the 2nd day of May, 2022.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8905

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. 8905**” (Cascadia Green Development Company / WA Architects, 800 Marine Drive, CD-755).
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-755 (Comprehensive Development 755 Zone):

Lots	Block	D.L.	Plan	
F	D	265	20986	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-754 Comprehensive Development 754 Zone”:

“CD-755 Comprehensive Development 755 Zone”

- B. Adding the following to Section 1101, thereof, after the “CD-754 Comprehensive Development 754 Zone”:

“CD-755 Comprehensive Development 755 Zone”

In the CD-755 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 CS-1 Zone, except that:

- (1) The permitted Principal Uses 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;
 - i. Accessory Home Occupation Use, subject to Section 507(6);
 - ii. Accessory Home Office Use, subject to Section 507(6);
- (c) Accessory Off-Street Parking Use;
- (d) Accessory Off-Street Loading Use;

- (2) Gross Floor Area:
- (a) Combined and in total, shall not exceed 2.0 times the Lot Area;
 - (b) Maximum Gross Floor Area may be further increased to a maximum of 2.5 times the Lot Area, as follows:

BASE DENSITY			
OCP Schedule 'A'		2.0 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL (BONUS) DENSITY	POLICY REFERENCE
Community Benefit Cash Contribution	Provision of an Amenity Share of \$399,610 for total maximum residential density of 1,485 sq. m. (15,984 sq. ft.)	Maximum 719.4 sq. m (7,743 sq. ft.) / 0.5 FSR	OCP section 2.2
TOTAL DENSITY		2.5 FSR	

- (3) Lot Coverage of Principal Building shall not exceed a maximum of 91 percent;
- (4) Building Height shall not exceed 17.7 metres (58.0 feet) as measured from average Building Grade of north Lot Line;
- (5) Siting:
 - (a) Principal Building shall be sited a minimum:
 - i. 0.11 metres (0.4 feet) from Front (south) Lot Line;
 - ii. 0.06 metres (0.2 feet) from Rear (north) Lot Line;
 - iii. 1.00 metres (3.3 feet) from Exterior Side (east) Lot Line;
 - iv. 0.15 metres (0.5 feet) from Interior Side (west) Lot Line;
- (6) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
 - (a) Minimum number of accessory off-street Parking Spaces required for Residential Use is varied to 0.63 per unit;
 - (b) Minimum number of accessory off-street Parking Spaces required for CS-1 Zone Retail-Service Group 1 Use is varied to 1 space per 78 sq. m. (840 sq. ft.) of Gross Floor Area;

- (c) Section 906(3)(a)(ii) is varied to permit a maximum of 64% small car spaces;
- (d) Section 906(4)(i) is varied to permit a maximum driveway slope of 16% beyond the first 6.1 m (20 ft.)
- (e) Minimum number of Loading Spaces required for Commercial Use is 1 space per 2,105 sq. m. (22,658 sq. ft.); and
- (f) Section 10A07(1) is varied to permit Accessory End Destination Facilities to be located on the second storey of a building.

READ a first time on the 27th day of June, 2022.

READ a second time on the 27th day of June, 2022.

READ a third time on the 27th day of June, 2022.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8926

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. 8926**” (Djamshied Shakirin / Seid Shakirin, 2008 Westview Drive, RS-2).
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 RS-2 (One-Unit Residential 2 Zone):

Lots	Block	D.L.	Plan	
Amended Lot 9 (see 264534L) of Lot D	1	547	1061	from RS-1

READ a first time on the 9th day of May, 2022.

READ a second time on the 9th day of May, 2022.

READ a third time on the 30th day of May, 2022.

APPROVED pursuant to section 52(3)(a) of the *Transportation Act* on the 31st day of May, 2022.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8929

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. 8929**” (Bill Curtis / Kuntjoro Architect Inc., 407 West 16th Street, CD-754).
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-754 (Comprehensive Development 754 Zone):

Lots	Block	D.L.	Plan	
4	41	547	1061	from RS-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-753 Comprehensive Development 753 Zone”:

“CD-754 Comprehensive Development 754 Zone”

- B. Adding the following to Section 1101, thereof, after the “CD-753 Comprehensive Development 753 Zone”:

“CD-754 Comprehensive Development 754 Zone”

In the CD-754 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-1 Zone, except that:

- (1) One Principal Building containing a maximum of three dwelling units shall be permitted on one Lot;
- (2) The permitted Principal Use on the Lot shall be limited to:
 - (a) One-Unit Residential Use, subject to Section 506(2) of this Bylaw;
 - (b) Two-Unit Residential Use, subject to Section 506(2) of this Bylaw;
 - (c) Townhouse Residential Use subject to Section 506(2) of this Bylaw;
 - (d) Accessory Home Occupation Use, subject to Section 507(6), (7) and (8) of this Bylaw;
 - (e) Accessory Home Office Use; and
 - (f) Accessory Off-Street Parking Use;
- (3) The Principal Building Gross Floor Area shall be limited to 0.5 times the Lot Area;

- (4) Section 514(1) shall be varied to limit the total floor area for all Accessory Buildings on the Lot to no larger than 0.1 times the Lot Area.

READ a first time on the 13th day of June, 2022.

READ a second time on the 13th day of June, 2022.

READ a third time on the 13th day of June, 2022.

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

MAYOR

CORPORATE OFFICER

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8947

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. 8947**” (Karl Wein / Karl Wein & Associates, 357 East 22nd Street, RS-2).
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 RS-2 (One Unit Residential 2 Zone):

Lots	Block	D.L.	Plan	
F	209	546	9912	from RS-1

READ a first time on the 25th day of July, 2022.

READ a second time on the 25th day of July, 2022.

READ a third time on the 25th day of July, 2022.

APPROVED pursuant to section 52(3)(a) of the *Transportation Act* on the 7th day of September, 2022.

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

MAYOR

CORPORATE OFFICER

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For Metro Vancouver meetings on Friday, July 29, 2022

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

Metro Vancouver Regional District

E1.1 Indigenous Relations Committee Accomplishments, 2019-2022

RECEIVED

In the current electoral cycle, the Indigenous Relations Committee has addressed almost all of its work plan and has accomplished more than it set out to undertake. This report provides a list of almost 40 accomplishments identified according to various categories. Also presented in this report is the number of requests that Indigenous Relations staff have completed between 2019 and 2022: a 136.8-per-cent increase in the past four years.

The Board received the report for information.

E2.1 Village of Lions Bay Regional Context Statement

APPROVED

Lions Bay submitted its regional context statement (RCS) requesting to be redesignated from General Urban in Metro 2040 to Rural. Staff recommended non-acceptance due to several deficiencies and the timing of the request in relation to an upcoming OCP update. The Regional Planning Committee, after hearing from Lions Bay staff, recommended to the Board acceptance with conditions including: removing the Urban Containment Boundary from the RCS map and appending the Lions Bay Housing Needs Report to the RCS at third reading of the OCP amending bylaw. In addition, Lions Bay is to seek to improve consistency with the Rural regional land use designation including specifying how rural lands will be protected, and setting appropriate development standards for scale, density and form consistent with the intent of the rural land use designation with any future update to the OCP. On July 22, Lions Bay met the first two conditions and resubmitted an updated RCS.

The Board accepted the Lions Bay Regional Context Statement.

E2.2 Metro 2050: Summary of Affected Local Government Acceptances

RECEIVED

This report presents a summary of the local government acceptances received to date on *Metro Vancouver Regional District Regional Growth Strategy Bylaw No. 1339, 2022*, and summarizes next steps.


The Board received the report as information.

E2.3 Metro 2050 Q1 and Q2 2022 Engagement Update

RECEIVED

Engagement on Metro 2050 in Q1 and Q2 of 2022 was focused on the adoption of the updated regional growth strategy. In January 2022, the MVRD Board received the over 900 individual comments made during

Reviewed by:



CAO

the five-month comment period in 2021. They directed staff to delay the bylaw approvals process by one month to continue to work with members on any outstanding issues. Staff and Board members met with seven municipalities which resulted in further changes to *Metro 2050*. In March 2022, the Board gave first and second readings to the *Metro 2050* bylaw. Advertising for the April 20, 2022 public hearing included paid ads in the Vancouver Sun and other local newspapers as well as social media promotion and email promotion to engaged stakeholders. Social media posts about the public hearing reached close to 17,500 views, generated over 400 engagements, and close to 600 visits to the *Metro 2050* engagement webpage between March 25 and April 19 (the dates during which the public hearing was being actively promoted). On April 29, 2022 the Board referred *Metro 2050* out for acceptance by affected local governments.

The Board received the report for information.

E3.1 Tilbury Marine Jetty and Tilbury Phase 2 LNG Expansion Projects

REFERRED

Tilbury Jetty Limited Partnership (jointly owned by Fortis LNG and Seaspac) is proposing a marine jetty project that would provide berthing and loading facilities for liquefied natural gas carriers and bunker vessels. At the same time, FortisBC is proposing an expansion to their adjacent existing natural gas liquefaction facility. The environmental assessment process for the Tilbury Phase 2 LNG Expansion Project is in the early stages, while the Tilbury Marine Jetty Project assessment is nearing completion. For the jetty project, staff have submitted comments that upstream and downstream greenhouse gas emissions should be included in the assessment, however, as these emissions occur outside Metro Vancouver, they are not within Metro Vancouver's mandate to manage air contaminant emissions, including GHGs.

Members of the Climate Action Committee expressed concerns regarding the Tilbury Marine Jetty and Tilbury Phase 2 LNG Expansion Projects and the need for concrete action.

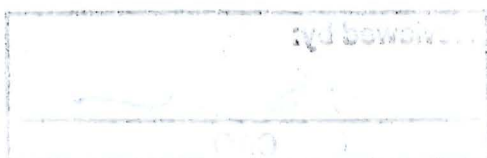
The Board referred the matter back to staff.

E3.2 Metro Vancouver Membership in the BC Building to Electrification (B2E) Coalition

APPROVED

Buildings emit one-quarter of regional greenhouse gas emissions, primarily through burning natural gas for space and water heating. A key action in the *Clean Air Plan* and *Climate 2050 Buildings Roadmap* calls for a "Building Decarbonization Coalition" to accelerate demand for zero emission buildings through incentives, education, and research. The newly established BC Building to Electrification Coalition (B2E) implements this action by bringing together a diverse group of organizations and other stakeholders who are working towards a shared goal of decarbonizing buildings across the province. By joining B2E, Metro Vancouver will amplify the work of B2E within the region, and facilitate collaboration opportunities with other members. There is no cost for Metro Vancouver to become a member of the B2E Coalition.

The Board authorized Metro Vancouver to become a member of the BC Building to Electrification Coalition.



E4.1 Regional Parks Plan 2022 – Final Plan and Engagement Summary

APPROVED

The updated *Regional Parks Plan* provides strategic direction to guide the work of Regional Parks and progress towards the vision of a regional parks system that is “protected and resilient, connecting people to nature, with benefits for all.” The plan identifies how key challenges will be met and opportunities leveraged, and provides an action plan to address priorities over the next decade. Feedback received from the public and stakeholders through the engagement process indicated broad support for the draft plan. A concurrent engagement process with First Nations resulted in revisions to the draft plan including stronger plan framing recognizing the rights and interests of Indigenous Peoples. Also, several existing actions were edited, and new actions added to embed reconciliation throughout the work of Regional Parks, support Indigenous stewardship and cultural recognition, and to reflect concerns about the impacts of visitor use on ecosystems within regional parks.

The Board approved the *Regional Parks Plan 2022*, as presented.

E5.1 Greater Vancouver Regional Fund – 2021 Annual Report and Application for Scope Change to Previously Approved Projects

APPROVED

In accordance with the *Greater Vancouver Regional Fund Policy*, TransLink submitted its 2021 Annual Report and an accompanying request for a scope change to three projects originally approved in 2019.

TransLink’s proposed scope change would right-size transit service to match lower than projected demand and would result in \$70.4 million in previously awarded funding being returned to the Greater Vancouver Regional Fund. No new funding is being requested at this time. While this change would likely result in the slower roll-out of new transit fleet vehicles, it also presents an opportunity for TransLink to reconsider the fuel-type of the deferred vehicles to procure more battery-electric instead of hybrid buses and diesel shuttles. TransLink has made a commitment that, going forward, it will not seek Greater Vancouver Regional Fund funding for vehicle types other than electric or renewable natural gas.

The Board approved the proposed scope change to TransLink’s 2020 Greater Vancouver Regional Fund application and requested that TransLink investigate if the previously approved bus purchases can be specified as hybrid renewable natural gas.

E6.1 Water Tech: The Metro Vancouver Region’s Untapped Clean Tech Opportunity

RECEIVED

A collection of Metro Vancouver-based water tech firms, operating under the broader clean tech cluster and green economy, are working to address water risk in many forms, both locally and globally. The demand for innovative water tech solutions is being driven by multiple trends, including responses to climate change, environmental and human health regulations, and “circular economy” objectives.

The report, *Water Tech: The Metro Vancouver Region’s Untapped Clean Tech Opportunity*, spotlights the Metro Vancouver water tech sector and its opportunities and challenges, and makes recommendations intended to capitalize on this untapped clean tech sector.

The Board received the report for information.

E6.2 International Target Market Intelligence

RECEIVED

Invest Vancouver continues to build and grow the strategic investment function in 2022 with the addition of a new investor services staff member and execution of objectives within the Invest Vancouver 2022 *Annual Plan*, and continues to support attraction and retention of catalytic investment in the Metro Vancouver region within the key industries.

As Invest Vancouver matures and increases capacity across its three integrated functional areas, a key consideration is activating a priority market approach to investment promotion, attraction, and lead generation. In addition to Invest Vancouver's position as the region's "global front door" for direct or referral investment inquiries, a current and medium-term objective is to undertake proactive, targeted initiatives on behalf of the region in key international markets and, particularly, in relation to industries which resonate with investors in those geographies. This report provides information and findings relating to foreign direct investment in Canada and observations made by Invest Vancouver.

The Board received the report for information.

E6.3 Invest Vancouver June 2022 Event Outcomes

RECEIVED

In June of 2022, Invest Vancouver hosted two industry-focused events, Agritech Today, Building for Tomorrow on June 17, and Motivate VANCOUVER on June 29. Both events align with the Invest Vancouver 2022 *Annual Plan* goals and objectives. Agritech Today, Building for Tomorrow was hosted in collaboration with local agritech firm Semios to an audience of 50 representatives. Invest Vancouver partnered with CoMotion and Silicon Valley Bank to host Motivate VANCOUVER. This one-day, in-person event featured pitches, panels, and networking gatherings enabling a curated group of regional and Canadian start-ups to present to a global audience of venture capitalists, business development leaders, and investors. Over 240 individuals registered for the event, including attendees from over 20 venture capital firms, representing approximately \$6 billion under asset management. The program included 35 speakers as well as 12 start-ups who pitched their concepts to the audience.

The Board received the report for information.

E6.4 Technology Education and Career Hub Update

RECEIVED

"Investing in people" is the first of four economic development strategies in Invest Vancouver's technical paper outlining the strategic priorities for the region. In alignment with that strategy, Invest Vancouver signed an agreement-in-principle in September 2021 to create a workforce development initiative that will prepare Metro Vancouver residents for well-paying jobs in the region's growing tech sector. Key accomplishments of this initiative, referred to as the Technology Education and Career Hub, include hosting industry workshops, facilitating a successful connection to a workforce development non-profit organization, applying for grant funding, and convening educational leaders. Actions planned for the remainder of the year include articulating a project plan for the next 12 months, supporting a "train the educator" event in alignment with secondary school professional development days, applying for additional sources of funding, and broadening and securing additional project partners.

The Board received the report for information.

E7.1 Metro 2050 – Outcome of Acceptance Period and Next Steps

APPROVED

Of the 24 affected local governments that considered acceptance of *Metro 2050*, 22 accepted the update to the regional growth strategy. The City of Surrey and the Township of Langley refused to accept Metro 2050 and identified the clauses to which they object. The Board must notify the Minister of Municipal Affairs of any non-acceptances, and the Minister must then initiate a dispute resolution process. The Metro Vancouver Board can request either a non-binding or binding resolution process. In addition, Metro Vancouver and the two objecting municipalities have been, and will continue to, work to resolve objections in advance of that process. The Board can also request a facilitator to support the remainder of the adoption process.

The Board endorsed this approach.

G1.1 MVRD Open Burning Emission Regulation Bylaw No. 1355, 2022

APPROVED

Staff conducted two phases of engagement on a potential regulation to manage harmful emissions from open burning of vegetative debris in a simpler, more efficient, and less costly manner than the current Metro Vancouver approvals process.

The proposed emission regulation is as stringent or more stringent than the *BC Open Burning Smoke Control Regulation*, and would protect human health and the environment from the impacts of smoke in the Metro Vancouver region. The proposed option of a new emission regulation would result in a more streamlined mechanism for the authorization of controlled emissions from open burning of vegetative debris, such as leaves and branches, compared to the current time-limited approvals process for open burning.

The Board gave first, second, and third readings to *Metro Vancouver Regional District Open Burning Emission Regulation Bylaw No. 1355, 2022*, then passed and adopted it.

G2.1 MFA Fall 2022 Borrowing for Bowen Island Municipality – MVRD Security Issuing Bylaw No. 1351, 2022

APPROVED

As set out in the *Community Charter*, Metro Vancouver must adopt a security issuing bylaw in order to enable the Bowen Island Municipality to proceed with their long-term borrowing request of \$7,040,000. This borrowing is to finance the construction of a fire hall, an emergency operations centre and a community centre. Bowen Island's total estimated annual debt servicing costs for existing and new proposed debt combined is approximately \$862,809, which is roughly 34.3 per cent of their liability servicing limit of \$2,517,728. Bowen Island Municipality has met the regulatory requirements and has the legislative authority to undertake the planned borrowing. The proposed *Metro Vancouver District Security Issuing Bylaw No. 1351, 2022* will authorize Bowen Island Municipality's borrowing request.

The Board gave consent to the request for financing from Bowen Island Municipality in the amount of \$7,040,000 pursuant to Sections 182(1)(b) and 182(2)(a) of the *Community Charter* and gave first, second

and third reading to *Metro Vancouver Regional District Security Issuing Bylaw No. 1351, 2022*, then passed and finally adopted the bylaw.

G2.2 MFA Fall 2022 Borrowing for City of New Westminster – MVRD Security Issuing Bylaw No. 1352, 2022 **APPROVED**

As set out in the *Community Charter*, Metro Vancouver must adopt a security issuing bylaw in order to enable the City of New Westminster to proceed with their long-term borrowing request of \$122,430,000. This borrowing is to finance the construction of and improvements to civic infrastructure, the construction of an electrical substation, and construction of a new aquatics and community centre. The City of New Westminster's total estimated annual debt servicing costs for existing and new proposed debt combined is approximately \$15,388,000, which is roughly 29.1 per cent of their liability servicing limit of \$52,873,000. The City of New Westminster has met the regulatory requirements and has the legislative authority to undertake the planned borrowing. The proposed *Metro Vancouver District Security Issuing Bylaw No. 1352, 2022* will authorize the City of New Westminster's borrowing request.

The Board gave consent to the request for financing from the City of New Westminster in the amount of \$122,430,000 pursuant to Sections 182(1)(b) and 182(2)(a) of the *Community Charter* and gave first, second and third reading to *Metro Vancouver Regional District Security Issuing Bylaw No. 1352, 2022*, then passed and finally adopted the bylaw.

G2.3 MFA Fall 2022 Borrowing for City of Pitt Meadows – MVRD Security Issuing Bylaw No. 1353, 2022 **APPROVED**

As set out in the *Community Charter*, Metro Vancouver must adopt a security issuing bylaw in order to enable the City of Pitt Meadows to proceed with their long-term borrowing request of \$20,000,000. This borrowing is to finance the construction of a police building. The city's total estimated annual debt servicing costs for existing and new proposed debt combined is approximately \$1,721,500, which is roughly 16.1 per cent of their liability servicing limit of \$10,724,426. Pitt Meadows has met the regulatory requirements and has the legislative authority to undertake the planned borrowing. The proposed *Metro Vancouver District Security Issuing Bylaw No. 1353, 2022* will authorize the City of Pitt Meadows' borrowing request.

The Board gave consent to the request for financing from the City of Pitt Meadows in the amount of \$20,000,000 pursuant to Sections 182(1)(b) and 182(2)(a) of the *Community Charter* and gave first, second and third reading to *Metro Vancouver Regional District Security Issuing Bylaw No. 1353, 2022*, then passed and finally adopted the bylaw.

G2.4 MFA Fall 2022 Borrowing for City of Richmond – MVRD Security Issuing Bylaw No. 1354, 2022 **APPROVED**

As set out in the *Community Charter*, Metro Vancouver must adopt a security issuing bylaw in order to enable the City of Richmond to proceed with their long-term borrowing request of \$96,000,000. This borrowing is to fund the construction of a new Steveston Community Centre and branch library. The city's total estimated annual debt servicing costs for existing and new proposed debt combined is approximately \$14,330,000, which is roughly 12 per cent of their overall liability servicing limit of \$119,783,791. Richmond has met the regulatory requirements and has the legislative authority to undertake the planned borrowing.

The proposed *Metro Vancouver District Security Issuing Bylaw No. 1354, 2022* will authorize the City of Richmond's borrowing request.

The Board gave consent to the request for financing from the City of Richmond in the amount of \$96,000,000 pursuant to Sections 182(1)(b) and 182(2)(a) of the *Community Charter* and gave first, second and third reading to *Metro Vancouver Regional District Security Issuing Bylaw No. 1354, 2022*, then passed and finally adopted the bylaw.

G3.1 MVRD Temporary Borrowing Bylaw No. 1357, 2022

APPROVED

Metro Vancouver has an opportunity to improve cash management by using temporary borrowing, which will reduce the amount of cash on hand and maximize cash invested in the long-term investment portfolio. Temporary borrowing will allow for enhanced investment decisions and optimize investment returns by approximately \$1.8 million per year, across the organization as whole.

Metro Vancouver's current infrastructure financing strategy revolves around Municipal Finance Authority's bi-annual long-term borrowing process and does not include temporary borrowing. Through the *Municipal Enabling and Validating Act*, MVRD can access temporary borrowing from MFA on behalf of the GVWD. Approval of the *Greater Vancouver Water District Temporary Borrowing Bylaw No. 1357, 2022* provides the authority for temporary borrowing not exceeding \$268 million, the remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized. This will provide Metro Vancouver with borrowing methods equivalent to what is used in municipalities.

The Board authorized Metro Vancouver Regional District to temporarily borrow on behalf of GVWD up to \$268 million dollars, the remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized, and gave first, second and third readings to *Greater Vancouver Water District Temporary Borrowing Bylaw Number 1357, 2022*.

G3.2 MVRD Temporary Borrowing Bylaw No. 1356, 2022

APPROVED

Metro Vancouver has an opportunity to improve cash management by using temporary borrowing, which will reduce the amount of cash on hand and maximize cash invested in the long-term investment portfolio. Temporary borrowing will allow for enhanced investment decisions and optimize investment returns by approximately \$1.8 million per year, across the organization as whole.

Metro Vancouver's current infrastructure financing strategy revolves around Municipal Finance Authority's bi-annual long-term borrowing process and does not include temporary borrowing. Through the *Municipal Enabling and Validating Act*, MVRD can access temporary borrowing from MFA on behalf of the GVS&DD. Approval of the *Greater Vancouver Sewerage & Drainage District Temporary Borrowing Bylaw No. 1356, 2022* provides the authority for temporary borrowing in the amount not exceeding \$1.42 billion, the remaining amount of the *Greater Vancouver Sewerage & Drainage District Borrowing Bylaw No. 321, 2018*, and the maximum borrowing authorized. This will provide Metro Vancouver with borrowing methods equivalent to what is used in municipalities.

The Board authorized Metro Vancouver Regional District to temporarily borrow on behalf of GVWD up to \$1.42 billion dollars, the remaining amount of the *Greater Vancouver Sewerage & Drainage District*

Borrowing Bylaw No. 321, 2018, and the maximum borrowing authorized, and gave first, second and third readings to Greater Vancouver Sewerage & Drainage District Temporary Borrowing Bylaw No. 1356, 2022.

H1 NOTICE OF MOTION

APPROVED

Director McCutcheon provided the following Notice of Motion on July 14, 2022, for consideration:

Whereas,

Local governance within the University Endowment Lands (UEL) is such that local government decisions are made by the Provincial Minister for Municipal Affairs, or in the case of liquor and cannabis licensing and emergency management planning, by the Metro Vancouver Regional District (MVRD) Board;

Whereas,

With the exception of one Metro Vancouver Board member (i.e., the Electoral Area A Director), none of the aforementioned decision makers are democratically elected by, and therefore accountable to, the residents of the UEL;

Whereas,

The residents of the UEL have been asking for governance reform since 2013, and only in 2019 did the Minister begin to look at UEL services, and structure preliminary possibilities for governance;

Be it resolved,

That the MVRD Board:

a) authorize the Chair to write a letter to BC's Minister of Municipal Affairs (currently Minister Cullen) requesting that the Province:

- i. expedite work towards both long-term governance reform, and
- ii. explore shorter term improvements such as the ability to enforce bylaws; and

b) direct staff to bring a report forward to the Electoral Area Committee outlining the complexities and uniqueness of the governance structure within the UEL.

The Board approved the motion as presented.

H2 NOTICE OF MOTION

DEFEATED

Director Richter provided the following Notice of Motion on July 13, 2022, for consideration:

Given the rapid growth throughout the MVRD region, particularly South of the Fraser, and the corresponding social impacts of this growth on K-12 education and school capacities as well as increasing crime rates;

Be it resolved that the MVRD Board direct staff to undertake work and engagement on draft regional growth strategy policies to address:

- i. K-12 school capacities; and
- ii. crime prevention/safer communities

with an aim to proposing an early amendment to *Metro 2050* post-adoption to include specific goals and objectives relative to both of these important regional social needs.

The Board defeated the motion.

H3 NOTICE OF MOTION

DEFEATED

Director Richter provided the following Notice of Motion on July 13, 2022, updated on July 17, 2022, for consideration:

Whereas *MVRD RGS (Metro 2040) Bylaw No. 1136 (2010)* Strategy 5.1.2 Objective A on page 52 contains specific Metro Vancouver priorities relative to i) rapid transit expansion and ii) regional corridor connections, not all of which have been attained or fully funded particularly in, but not limited to, South of the Fraser urban centres; and

Whereas the proposed *MVRD RGS (Metro 2050) Bylaw No. 1339 (2022)* Strategy 5.1.3 on page 79 contains only generic references to priority types and not to specific urban centres or regional corridors;

Be it resolved that the MVRD Board direct staff to undertake work and engagement with an aim to proposing an early post-adoption amendment to *MVRD RGS (Metro 2050) Bylaw No. 1339 (2022)* Strategy 5.1.3 on page 79 to re-instate the specific urban centre rapid transit and regional corridor expansion priorities specified in *Metro 2040* Strategy 5.1.2 (Objective A on page 52) that have not yet been fully implemented and/or fully funded so that annual progress towards these very important *Metro 2040* rapid transit and regional corridor expansion priorities can continue to be tracked and reported on under *Metro 2050*.

The Board defeated the motion.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

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

Indigenous Relations Committee – July 6, 2022

Information Items:

5.2 Quarterly Report on Reconciliation Activities

This report provides information on reconciliation events and activities undertaken by Metro Vancouver over the past several months as well as information on upcoming events and activities over the next few months.

Regional Planning Committee – July 8, 2022

Delegation Summaries:

Peter DeJong, CAO, The Municipality of the Village of Lions Bay: Village of Lions Bay Regional Context Statement

Marcus Reuter, Resident, Municipality of the Village of Lions Bay: Village of Lions Bay Regional Context Statement

Climate Action Committee – July 8, 2022

Information Items:

5.3 Air Quality and Climate Action Initiatives in Caring for the Air 2022

Caring for the Air is Metro Vancouver’s annual publication on regional climate action and air quality initiatives. The 2022 edition showcases innovative solutions to air quality and climate challenges, and describes projects supported by Metro Vancouver’s Sustainability Innovation Fund and the University of British Columbia’s Sustainability Scholar program. Whereas previous editions of *Caring for the Air* focused on the development of climate and air quality plans such as the *Climate 2050 Roadmaps* and *Clean Air Plan*, this year’s edition shifts the focus to how Metro Vancouver will implement actions outlined in those plans, which will be critical for meeting Board-adopted climate action and clean air targets.

5.4 Metro Vancouver Climate 2050 Snapshot 2021/2022

Recognizing the need for urgent and transformative action, Metro Vancouver is taking an “action while planning” approach, implementing climate actions at the same time as it is progressing with development of the *Climate 2050 Roadmaps*. The Climate 2050 Snapshot 2021/2022 report is intended to meet Metro Vancouver’s commitment to regular and transparent reporting on the development and implementation of the Climate 2050 Roadmaps, and presents highlights of *Climate 2050* implementation work throughout 2021 and as of mid-2022. As work on *Climate 2050* shifts from planning to implementation, the Climate 2050 Snapshot will evolve to include key performance indicators to track and measure progress on roadmap implementation.

Regional Parks Committee – July 13, 2022

Delegation Summaries:

Paul Hundal, Old Growth Conservancy Society: Lynn Headwaters Regional Park Lease

Information Items:

5.2 Draft 2023-2027 Regional Parks Capital Plan

As part of Metro Vancouver’s focus on enhancing transparency and governance of the capital plan, this report allows for the Regional Parks Committee to provide comments on the draft *2023-2027 Regional Parks Capital Plan*, which will then be incorporated into the *Regional Parks Financial Plan* and included in the fall budget presentations to the Regional Parks Committee and MVRD Board. The estimated 2023 capital cash flow is \$59.8 million with a total estimated spend of \$169.8 million over the five years. This is a \$12.5 million, or eight per cent change from last year’s five-year capital plan. This change is largely due to

the introduction of a new project to plan, design, and develop recently acquired parkland in Bowen Island Municipality.

Performance and Audit Committee – July 14, 2022

Information Items:

5.5 Metro Vancouver Quarterly Financial Report – June 30, 2022

The Performance and Audit Committee's terms of reference requires that financial information be presented on a regular basis. Beginning in 2022, quarterly reports are being presented, to replace the tri-annual reporting presented in prior years. This reports presents the second quarterly financial report, for the six months ending June 30, 2022, and indicates that operating expenditures are on target at 90 per cent of year-to-date budget and capital expenditures are lower than expected at 16.8 per cent of annual capital cash flow. The year-to-date variance is indicating a potential surplus of about \$40.5 million, about 3.9 per cent of total budget. Cash flow projections and accounts receivable collections are on target and remain positive in both the likely and pessimistic scenarios.

5.6 Treasury Report - March 1, 2022 to May 31, 2022

Treasury reported to the Committee in April 2022, and since that time, in response to rising inflation, the Bank of Canada increased the overnight borrowing rate by 100 basis points, resulting in both higher borrowing costs and higher investment returns for Metro Vancouver. Finance staff are investigating cash management strategies to mitigate risks associated with higher than normal inflationary environment. An opportunity exists to improve cash management by using temporary borrowing, which will reduce the amount of cash on hand and maximize cash invested in the long-term investment portfolio. This practice is similar to what is used by the member municipalities. The temporary borrowing program is being reported through the Finance Committee for approval by the Metro Vancouver's Boards on July 29.

5.7 Status of Asset Retirement Obligation Project

The Canadian Public Sector Accounting Standards, followed by Metro Vancouver in the preparation of its annual audited financial statements, introduced a new asset retirement obligation (ARO) standard for implementation December 31, 2023. Under the new standard, the costs to retire or decommission a tangible capital asset (TCA) are to be reported as liabilities, at the time the asset is acquired, developed or constructed. Currently these costs are expensed as they are incurred. Metro Vancouver has identified potential AROs in Parks, Housing, and Solid Waste operations and are in the process of reviewing cost estimates to determine the impact on the financial statements. Efforts to calculate the AROs in Water and Liquid Waste Services are in the early stages. Based on work performed to date, it is anticipated that Metro Vancouver will complete the required audit requirement for the preparation of the December 31, 2023 financial statements. In terms of potential budget and rate impact, as part of the capital planning process, Metro Vancouver includes the cost of retiring and decommissioning a TCA in the overall capital plan and appropriate funding decisions are made during the budget process.

5.8 Tender/Contract Award Information – March 2022 to May 2022

During the period March 1, 2022 and May 31, 2022, the Procurement Division issued 22 new contracts, each with a value in excess of \$500,000 (exclusive of taxes). In addition, there were 10 existing contracts requiring contract amendments which necessitate further reporting to the Performance and Audit Committee. The 10 amendments experienced additional costs resulting from either scope changes and project extensions

due to site conditions or third-party regulatory requirements. All awards and amendments were issued in accordance with the *Officers and Delegation Bylaws 1208, 284 and 247 – 2014* and the *Procurement and Real Property Contracting Authority Policy*.

5.9 Performance Monitoring Dashboard Update

In 2017, Metro Vancouver launched the Performance Monitoring Dashboard to provide a centralized view of key performance indicators for the organization's services in connection with Metro Vancouver's strategic priorities or directions, as reflected in the annual work plan. Updated on an annual basis, the performance indicators are a valuable resource both internally and externally, as they assist in the organization's long term-planning, guide decision making, track departmental performance, and demonstrate transparency and accountability to both partners and the public. In order to respond to shifting circumstances as well as improve communication and efficiency of the reporting process, future developments to the Performance Monitoring Dashboard have been proposed, including incorporating the story behind the data and automation.

Finance Committee – July 14, 2022

Delegation Summaries:

Nathan Davidowicz: TransLink's Greater Vancouver Regional Fund Application

Greater Vancouver Water District

G1.1 GVWD Temporary Borrowing Bylaw No. 258, 2022

APPROVED

Metro Vancouver has an opportunity to improve cash management by using temporary borrowing, which will reduce the amount of cash on hand and maximize cash invested in the long-term investment portfolio. Temporary borrowing will allow for enhanced investment decisions and optimize investment returns by approximately \$1.8 million per year, across the organization as whole.

Metro Vancouver's current infrastructure financing strategy revolves around Municipal Finance Authority's bi-annual long-term borrowing process and does not include temporary borrowing. Through the *Municipal Enabling and Validating Act*, MVRD can access temporary borrowing from MFA on behalf of the GVWD. Approval of the *Greater Vancouver Water District Temporary Borrowing Bylaw No. 258, 2022* provides the authority for temporary borrowing not exceeding \$268 million, the remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized. This will provide Metro Vancouver with borrowing methods equivalent to what is used in municipalities.

The Board authorized Metro Vancouver Regional District to temporarily borrow on behalf of GVWD up to \$268 million dollars, the remaining amount of the *Greater Vancouver Water District Borrowing Bylaw No. 248, 2015*, and the maximum borrowing authorized, and gave first, second and third readings to *Greater Vancouver Water District Temporary Borrowing Bylaw Number 258, 2022* and forwarded it to the Inspector of Municipalities for statutory approval.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

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

Climate Action Committee – July 8, 2022

Information Items:

5.5 2022 Update on Water Sustainability Innovation Fund Projects

This report provides an update on 10 projects that were approved for funding in 2018 through to 2021 under the Water Sustainability Innovation Fund. The projects range from assessment of emerging contaminants of concern, microplastics, and disinfection by-products; to monitoring and information management; to greywater reuse; to earthquake early warning systems.

Water Committee – July 6, 2022

Information Items:

5.1 Draft Water 2023–2027 Capital Plan

As part of Metro Vancouver's focus on enhancing transparency and governance of the capital plan, this report allows the Water Committee to provide comments on the draft capital plan, which will then be incorporated into the *Water Capital Plan* and included in the fall budget presentations to the Water Committee and GVWD Board. The estimated 2023 Capital Cash Flow is \$426.3 million with a total estimated spend of \$2.7 billion over 2023-2027. With respect to the common four years compared to the prior cycle's capital plan, the estimated spend has increased by \$7.3 million, or 0.4 per cent, primarily due to escalation driven by market conditions and project schedule changes. These are largely offset by project deferrals.

5.2 Douglas Road Main No. 2 – Delivering Successful Infrastructure Projects

The Douglas Road Main No. 2 project is nearing completion and once complete, the new water main will increase the long-term resiliency of this water supply corridor. The project is currently tracking under budget with an on-schedule completion expected in 2024. This project also provides an example for how Metro Vancouver's Water Services department is achieving key strategic goals outlined in the *Board Strategic Plan 2019–2022*.

5.3 2021 GVWD Dam Safety Program Annual Update

The GVWD owns and operates seven dams that are regulated by the Ministry of Forests – Dam Safety Branch, five of which are regional drinking water supply dams. The GVWD Dam Safety Program for the water supply dams is compliant with the requirements outlined in the provincial *Dam Safety Regulation* (BC Reg. 11/2021), as required for all dam owners in British Columbia. There were no significant concerns identified from the 2021 routine surveillance, monitoring, or formal dam inspections. The Rice Lake North and Rice Lake South dams have been added to this annual update report.

5.4 Jurisdictional Review of Drought Responses

Metro Vancouver is closely monitoring climate change impacts on the drinking water supply as the source water is replenished annually and is sensitive to changes in precipitation patterns. During the heat dome of 2021, Metro Vancouver continued to reliably supply the region with drinking water due to the higher than

average snowpack, proactive management of the reservoirs, and an education campaign to encourage water conservation. Metro Vancouver monitors the water supply through the high-demand periods, implements the *Drinking Water Conservation Plan*, and promotes conservation through the We Love Water campaign.

5.5 Project Delivery Capital Portfolio Update

This update contains project-specific information and a portfolio dashboard that provides information on the various programs and projects being delivered by the department.

- *Coquitlam Lake Water Supply*: Project construction deferred by five years to 2038; contingent on water conservation efforts.
- *Coquitlam Water Main*: Construction delayed to 2023 pending resolution of properties agreements and proximal works approvals.
- *Stanley Park Water Supply Tunnel*: Delays related to compensation and land agreements with the Vancouver Parks Board.

Greater Vancouver Sewage and Drainage District

E1.1 Sewage and Waste: Heat Recovery Policy

APPROVED

Metro Vancouver has the opportunity to reduce greenhouse gas emissions by investing in waste heat recovery to offset fossil fuel use for building heat and hot water. Metro Vancouver's *Climate 2050* strategy includes a target of a climate neutral region by 2050 with an interim target of 45-per-cent greenhouse gas emission reductions by 2030.

Metro Vancouver's liquid waste system and the Waste-to-Energy Facility have the potential to provide heat and hot water for up to 130,000 homes, reducing greenhouse gas emissions by up to 300,000 tonnes per year, or equivalent to approximately the annual emissions of 60,000 passenger vehicles. The proposed *Sewage and Waste: Heat Recovery Policy* facilitates maximizing the recovery of this resource and replaces the existing *Liquid Waste Heat Recovery Policy*.

The Board approved the proposed *Sewage and Waste: Heat Recovery Policy*, as presented.

E1.2 Proposed Capital Investment for the Surrey City Energy Sewer Heat Recovery Project

APPROVED

This project will reduce greenhouse gas emissions, contributing to Metro Vancouver's *Climate 2050 Strategy*, as guided by the *Waste Heat Recovery Policy*. The investment will be capped at \$19 million out of a total estimated project cost of \$151 million. The investment is based on the value of the anticipated greenhouse gas reductions over the life of the project, and was included in the endorsed 2022 to 2026 capital plan. Metro Vancouver will receive carbon credits based on relative costs incurred by both parties, which will contribute to Metro Vancouver's goal of carbon neutrality.

The Board directed staff to enter into contract negotiations with the City of Surrey for the Surrey City Centre Sewer Heat Recovery project, and authorized expenditures up to \$19 million as endorsed in the 2022 to 2026 capital plan.

E1.3 Award of a Contract Resulting from Request for Proposal No. 22-006: Construction of Gilbert Trunk Sewer No.2 Gilbert Road South Section **APPROVED**

Request for Proposal No. 22-006 was issued in February 2022 for construction of the Gilbert Trunk Sewer No.2 Gilbert Road South Section. Jacob Brothers Construction Inc. was identified as the highest ranked proponent. It is recommended that the GVS&DD Board authorize the award of a contract for construction of the Gilbert Trunk Sewer No.2 Gilbert Road South Section, in an amount of \$39,856,650 (exclusive of taxes) to Jacob Brothers Construction Inc. and authorize the commissioner and the corporate officer to execute the required documentation.

The Board approved award of a contract in the amount of up to \$39,856,650 (exclusive of taxes) to Jacob Brothers Construction Inc., resulting from Request for Proposal No. 22-006: Construction of Gilbert Trunk Sewer No.2 Gilbert Road South Section, subject to final review by the commissioner, and authorized the commissioner and the corporate officer to execute the required documentation once the commissioner is satisfied that award should proceed.

G1.1 GVS&DD Temporary Borrowing Bylaw No. 358, 2022 **APPROVED**

Metro Vancouver has an opportunity to improve cash management by using temporary borrowing, which will reduce the amount of cash on hand and maximize cash invested in the long-term investment portfolio. Temporary borrowing will allow for enhanced investment decisions and optimize investment returns by approximately \$1.8 million per year, across the organization as whole.

Metro Vancouver's current infrastructure financing strategy revolves around Municipal Finance Authority's bi-annual long-term borrowing process and does not include temporary borrowing. Through the *Municipal Enabling and Validating Act*, MVRD can access temporary borrowing from MFA on behalf of the GVS&DD. Approval of the *Greater Vancouver Sewerage & Drainage District Temporary Borrowing Bylaw No. 358, 2022* provides the authority for temporary borrowing in the amount not exceeding \$1.42 billion, the remaining amount of the *Greater Vancouver Sewerage & Drainage District Borrowing Bylaw No. 321, 2018*, and the maximum borrowing authorized. This will provide Metro Vancouver with borrowing methods equivalent to what is used in municipalities.

The Board authorized Metro Vancouver Regional District to temporarily borrow on behalf of GVWD up to \$1.42 billion dollars, the remaining amount of the *Greater Vancouver Sewerage & Drainage District Borrowing Bylaw No. 321, 2018*, and the maximum borrowing authorized, and gave first, second and third readings to *Greater Vancouver Sewerage & Drainage District Temporary Borrowing Bylaw No. 358, 2022* and forwarded it to the Inspector of Municipalities for statutory approval.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

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

Liquid Waste Committee – July 13, 2022

Information Items:

5.1 Draft Liquid Waste 2023–2027 Capital Plan

As part of Metro Vancouver’s focus on enhancing transparency and governance of the capital plan, this report allows the Liquid Waste Committee to provide comment on the draft *2023–2027 Liquid Waste Capital Plan*, which will then be incorporated into the *Liquid Waste Financial Plan* and included in the fall budget presentations to the committees and the boards. The estimated 2023 capital cash flow is \$713.9 million with a total estimated spend of \$4.8 billion over the five years (2023-2027). With respect to the common four years compared to the prior cycle’s capital plan, the estimated spend has decreased by \$383.6 million, or 10 per cent, primarily due to project schedule changes.

5.2 Project Delivery Capital Portfolio Update

This update contains project specific information and a portfolio dashboard that provides information on the various programs and projects being delivered by the department. Key items of note are summarized below.

- *Annacis Outfall System*: Construction is 60 per cent complete but the in-river work is at some risk due to technical challenges and poor performance of the sub-contractor.
- *Iona Island Wastewater Treatment Plant*: Project status flagged as completion date is five years beyond the regulatory deadline.
- *North Shore Wastewater Treatment Plant*: New designer and contractor have been engaged to complete design and construction execution planning. Project schedule and budget status update to be presented in Q4 2022.
- *Northwest Langley Wastewater Treatment Plant*: Significant delays due to archeological findings on the project site and change in location of the outfall.

5.5 Climate and Seismic Resilience Planning at Iona Island

At a May 4, 2022 tour of the Iona Island Wastewater Treatment Plant and Iona Beach Regional Park for members of the Liquid Waste Committee, Regional Parks Committee and Climate Action Committee, participants expressed interest in receiving more information on what is being done to address the effects of climate change on the Iona Island Wastewater Treatment Plant and Iona Island as a whole. This report provides that information.

Zero Waste Committee – July 15, 2022

Information Items:

5.1 Draft Solid Waste Services 2023-2027 Capital Plan

As part of Metro Vancouver's focus on enhancing transparency and governance of the capital plan, this report allows the Zero Waste Committee to provide comments on the draft *2023–2027 Solid Waste Services Capital Plan*, which will then be incorporated into the *Solid Waste Services Capital Plan* and included in the fall budget presentations to the Zero Waste Committee and the Board. The estimated 2023 capital cash flow is \$62.2 million with a total estimated spend of \$272 million over the five years. With respect to the common four years compared to the prior cycle's capital plan, the estimated spend has increased by \$4.3 million, or two per cent.

5.2 2021 Disposal Ban Program Update

Garbage loads received at regional solid waste facilities are visually inspected for banned materials, and surcharges are applied if banned materials are present. Metro Vancouver's solid waste facilities received 822,000 loads of garbage in 2021, up five per cent from 2020. 194,329 garbage loads were inspected (24 per cent of total loads), and 16,781 were found to contain banned materials. In total, 3,104 surcharge notices were issued, representing a surcharge rate of 1.6 per cent. Electronic waste, corrugated cardboard and oversized objects were the top three banned materials identified. A third-party review of the disposal ban inspection process is being initiated as part of the solid waste management plan update process.

Metro Vancouver Housing Corporation

E1.1 Metro Vancouver 10-Year Plan — Progress Update

RECEIVED

The Metro Vancouver Housing *10-Year Plan* was adopted in November 2019 to provide a framework for how the organization will provide, preserve, and expand its portfolio of affordable housing across the region. Since then, the global pandemic and climate change have impacted people and organizations, while significant inflation, rising interest rates, and ongoing uncertainty pose challenges for the delivery of new housing.

Despite these challenges, Metro Vancouver Housing has taken significant action towards implementing its *10-Year Plan*. With seven development projects underway to provide approximately 800 new and redeveloped homes, and eight major rehabilitation projects to renew 558 homes, MVH is working towards its targets for growth, renewal, energy efficiency, and reduction in greenhouse gas emissions, while providing a diverse mix of accessible homes to suit a range of needs and mix of incomes.

The Board received the report for information.

E1.2 Benefits of Building Rehabilitation: Evergreen Downs

RECEIVED

This report outlines the benefits of building rehabilitation by highlighting a recently completed rehabilitation project at Metro Vancouver Housing's Evergreen Downs property. This extended the life of

the building by 40 years and resulted in significant energy savings, reduced greenhouse gas emissions, enhanced tenant comfort, improved building resilience to extreme weather events, reduced energy bills for MVH and tenants, improved the building's aesthetic, and provided an upgraded outdoor amenity space for tenants.

The Board received the report for information.

E1.3 Metro Vancouver Housing — Extreme Heat Protocols

RECEIVED

Following the 'heat dome' in 2021, Metro Vancouver Housing established protocols regarding extreme heat events. Protocols were developed in alignment with BC Housing recommendations for pre-season planning, decision making, and response. The approach is twofold: how MVH will safeguard tenants and staff regarding extreme heat events within the existing housing stock, and how MVH will approach the design of new buildings and retrofits of existing housing.

For existing buildings and tenants, a variety of activities will take place on an annual basis to prepare for possible extreme heat events, as well as a set of activities once an event occurs. These include: communications to tenants regarding best practices for staying healthy and comfortable during extended heat advisories; location of cooling stations nearby; and emergency contact preparedness. Staff will receive information and training on keeping healthy and safe during events, and staff will perform annual building assessments outlining the condition of air exchange in apartment buildings. For new buildings and full building retrofits, MVH will use a range of active and passive cooling strategies and strategic upgrades for capital maintenance to improve tenant comfort and well-being.

The Board received the report for information.

E2.1 Welcher Affordable Housing Redevelopment — Grant and Loan Application to the Federation of Canadian Municipalities

APPROVED

The Federation of Canadian Municipalities (FCM) — Green Municipal Fund (GMF) program supports the construction of high-performance, Net Zero Energy Ready multi-family affordable housing units by providing up to 20 per cent of project costs contributed equally between grant and loan funding to qualifying projects. The program metrics are directly aligned with Metro Vancouver Housing Corporation's (MVHC) sustainability goals. With an estimated contribution of \$7.2 million, MVHC applied to the FCM-GMF capital funding program to support the redevelopment of its Welcher Avenue site in Port Coquitlam. Having completed the prerequisite steps in the funding process, a Board resolution supporting the application is required to finalize the submission.

The Board authorized staff to apply for capital project grant and loan project funding through the Federation of Canadian Municipalities — Green Municipal Fund Program.

I 1 Committee Information Items and Delegation Summaries

RECEIVED

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

Housing Committee – July 7, 2022

Delegation Summaries:

Nathan Davidowicz: New Bill (changes to the Transportation Act) and Missed Opportunities for the New Housing Projects




Information Items:

5.2 Draft Metro Vancouver Housing 2023-2027 Capital Development and Capital Maintenance Plans

The draft *2023-2027 Metro Vancouver Housing Capital Development and Maintenance Plans* have been prepared following direction received at the April 14, 2022 Metro Vancouver Board Budget Workshop and continue to be guided by key objectives of the Metro Vancouver Housing *10-Year Plan*. As part of Metro Vancouver's focus on enhancing transparency and governance of the capital plan, this report allows for the Housing Committee to provide comments on the draft capital plan, which will then be incorporated into the *Housing Financial Plan* and included in the fall budget presentations to the Housing Committee and MVRD Board. The draft 2023 capital development cash flow is \$62.2 million with a total estimated spend of \$416.5 million over the next five years. The draft *2023-2027 Capital Maintenance Plan* proposes a budget of \$14.3 million for 2023 and a total of \$88.1 million over the five-year budget cycle. The budget five-year cycle-over-cycle development plan has increased by \$1.8 million (0.4 per cent) and the five-year cycle-over-cycle capital maintenance plan has increased by \$15.2 million (20.9 per cent) from the corresponding years in the prior year capital plans.

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 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**
COMMUNITY & PARTNER ENGAGEMENT DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Lisa Stirling, Community & Partner Relations Specialist

Subject: APPOINTMENT OF BUSINESS LICENCE INSPECTOR

Date: September 7, 2022 File No: 09-4320-20-0001/2022

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

RECOMMENDATION

PURSUANT to the report of the Community & Partner Relations Specialist, dated September 7, 2022, entitled "Appointment of Business Licence Inspector":

THAT Paul Hutton be appointed as the Business Licence Inspector for the purpose of enforcing and carrying out the provisions of "Business Licence Bylaw 2018, No 8640".

SUMMARY

Mr. Paul Hutton, Bylaw Enforcement Officer, is the successful candidate for the Business Licence Inspector position in the Community and Partner Engagement Department. An appointment by Council as Business Licence Inspector is required in order to provide the necessary authority for the work to be carried out.

DISCUSSION

As per the City's Business Licence Bylaw, it is necessary to identify Licence Inspectors for purposes of enforcing the Bylaw. As per the Bylaw, the inspector is defined as follows:

"Inspector" shall mean the person appointed from time to time by Bylaw or resolution of the Council as Licence Inspector of the City for the purpose of enforcing and carrying out the provisions of this Bylaw and shall include any acting or assistant Licence Inspector, or their delegates.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from this report.

INTER-DEPARTMENTAL IMPLICATIONS

None.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

None.

RESPECTFULLY SUBMITTED:



Lisa Stirling
Community & Partner Relations Specialist

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8636

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, 2018, No. 8636**” (Michael Fournogerakis / Raymond Letkeman Architects Inc., 117-125 West 23rd Street, CD-713).
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-713 (Comprehensive Development 713 Zone):

Lot 13 of Lots 4 to 7, Block 206, D.L. 545, Plan 2979;

Lot B, Block 206, D.L. 545, Plan 18561;

Strata Lot 1, D.L. 545, Strata Plan VR 2242, together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot, as Shown on Form 1;

Strata Lot 2, D.L. 545, Strata Plan VR 2242, together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot, as Shown on Form 1;
and

Rem A Plan LMP 26968;

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-712 Comprehensive Development 712 Zone”:

“CD-713 Comprehensive Development 713 Zone”

- B. Adding the following to Section 1101, thereof, after the “CD-712 Comprehensive Development 712 Zone”:

“CD-713 Comprehensive Development 713 Zone”

In the CD-713 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RM-1 Zone, except that:

- (1) The permitted Principal Use shall be limited to Apartment Residential Use with a maximum of 40 Dwelling Units;

- (2) Section 510(3) *Building Width and Length* shall be waived;
- (3) Gross Floor Area:
- (a) The Gross Floor Area may not exceed 0.51 times the Lot Area;
- (b) Notwithstanding 3(a), the Gross Floor Area may be further increased as follows:

ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
Amenity Share and Community Amenity Use	Provision of an Amenity Share or in-kind contribution at \$20 per square foot up to a maximum of 1.6 FSR	Maximum 1,615.35 square metres (17,387.50 square feet) / 1.09 FSR of floor area for Residential Use	As per OCP Policy Section 2.2.1
Amenity Share and Community Amenity Use	Provision of an Amenity Share or in-kind contribution at \$140 per square foot up to a maximum of 2.35 FSR	Maximum 1,109.05 square metres (11,937.72 square feet) / 0.75 FSR of floor area for Residential Use	As per OCP Policy Section 2.2.1

Such that the total effective on-site Gross Floor Area is not to exceed 2.35 FSR;

- (4) Lot Coverage shall not exceed 52%;
- (5) The Principal Building shall not exceed a Height of five storeys nor 19.2 metres (63 feet), except elevator shafts may project to a maximum Height of 20.03 metres (65.7 feet);
- (6) The Principal Building shall be sited as follows:
- (a) 2.51 metres (8.25 feet) from the Front Lot Line;
- (b) 3.51 metres (11.5 feet) from the Rear Lot Line;
- (c) 6.55 metres (21.5 feet) from the western Interior Side Lot Line;
- (d) 1.68 metres (5.5 feet) from the eastern Interior Side Lot Line;
- (7) Section 410(3) *Siting Exceptions for All Other Zones* (b)(i) shall be varied to permit roof eaves to project 1.52 metres (5 feet) beyond the western and eastern faces of the Principal Building;
- (8) Section 410(3) *Siting Exceptions for All Other Zones* (b)(ii) shall be varied to permit one canopy to project 3.05 metres (10 feet) beyond the northern face of the Principal Building;

- (9) The minimum number of Accessory Off-Street Parking Spaces provided shall be 34 Parking Spaces;
- (10) Refuse storage containers shall be readily accessible for pick-up and for users and shall be screened on all sides and shall not be located in required maneuvering aisles, driveways or Parking Spaces;
- (11) All exterior finishes, design and landscaping shall be approved by the Advisory Design Panel.

READ a first time on the 11th day of June, 2018.

READ a second time on the 11th day of June, 2018.

SECOND READING RESCINDED on the 25th day of June, 2018.

READ a second time, as amended, on the 25th day of June, 2018.

READ a third time on the 9th day of July, 2018.


RECEIVED APPROVAL FROM THE
MINISTRY OF TRANSPORTATION ON THE
11th day of July, 2018.

ADOPTED on the <> day of <>, 2018.

MAYOR

CITY CLERK



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

INFORMATION REPORT

To: Mayor Linda Buchanan and Members of Council

From: Matthew Menzel, Planner 2

Subject: BRIEFING NOTE – REZONING APPLICATION – 117,121 & 125 WEST
23RD STREET (REZ2016-00018)

Date: September 14, 2022 File No: 08-3360-20-0398/1

This briefing note has been prepared to provide an overview of the proposed rezoning development application at 117, 121 & 125 West 23rd Street (REZ2016-00018 - Zoning Amendment Bylaw 8636, 2022), which was initially considered and given Third Reading by Council in 2018 and is now being brought forward for adoption. A summary is provided in Table 1 below.

Table 1. Project Briefing

Subject site	117, 121 & 125 West 23rd Street
Applicant	Michael Fournogerakis
Architect	Reymond Letkeman Architects Inc.
OCP Designation	Residential Level 5 (R5)
Existing Zoning	RT-1
Proposed Zoning	CD-713
Proposed development	<p>The application proposes a 5-storey building consisting of 40 strata residential units.</p> <p>Further details of the project as presented to Council are available in Minutes of the Regular Meeting of Council on Monday, July 9, 2018, and Council Report, dated June 6, 2018.</p>

Financial Implications / Community Benefits	<p>This application, if approved, would generate the following monetary benefits for the City:</p> <ul style="list-style-type: none">• Cash CAC contribution: approximately \$2,019,031.
Application Status	<p>The application has been on hold since the Public Hearing / Third reading on July 9, 2018, as the applicant has had other commitments which has delayed their ability to finalize this project. However, the applicants are now ready to proceed and have submitted the above CAC contribution which will be processed on Friday September 16, 2022. All legal documents have now been finalized to the satisfaction of staff. The Zoning Amendment Bylaw has also been referred to the Ministry of Transportation and Infrastructure.</p>
Council Consideration Timeline	June 11, 2018 – First & Second Readings
	June 25, 2018 – Rescind Second Reading, & give Second Reading to make an amendment to the Bylaw
	July 9, 2018 – Public Hearing & Third Reading given
	September 26, 2022 – Council Consideration of Adoption.

RESPECTFULLY SUBMITTED:



Matthew Menzel
Planner 2

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8839

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

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

1. This Bylaw shall be known and cited for all purposes as “**Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8839**” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735).
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-735 (Comprehensive Development 735 Zone):

Lots	Block	D.L.	Plan	
J	15	265	MP43325	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-734 Comprehensive Development 734 Zone”:

“CD-735 Comprehensive Development 735 Zone”

- B. Adding the following to Section 1101, thereof, after the “CD-734 Comprehensive Development 734 Zone”:

“CD-735 Comprehensive Development 735 Zone”

In the CD-735 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 CS-1 Zone, except that:

- (1) One Principal Buildings shall be permitted on one Lot;
- (2) The permitted Principal Use on the Lot shall be limited to:
 - (a) Retail-Service Group 1 Use;
 - (b) Child Care Use
 - (c) Rental Apartment Residential Use;
 - (d) Accessory Off-Street Parking Use; and
 - (e) Accessory Off-Street Loading Use
- (3) Gross Floor Area:
 - (a) The Principal Building shall not exceed a Gross Floor Area of 1.0 times the lot area, provided that this amount may be increased to a maximum of 2.0

times the Lot Area through the provision of Adaptable Design subject to Section 423;

- (b) Notwithstanding 3(a), the maximum Gross Floor Area may be further increased, upon entering into a Housing Agreement with the City, from the “Base Density” to the “Total Density” as follows:

BASE DENSITY			
OCP Schedule 'A'		2.0 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
100% Rental Housing	Secured rental apartment building, of which 7 units are mid-market	0.50 FSR	OCP Section 2.2
TOTAL DENSITY		2.50 FSR	

To a maximum of 2.50 FSR;

- (4) The Lot Coverage of the Principal Building shall not exceed a maximum of 51 percent;
- (5) Height:
- (a) The Principal Building shall not exceed a Height of six storeys and 19.8 metres (65.0 feet) as measured from the average Building Grade at the East property line along Bewicke Avenue;
- (6) The minimum required Principal Building setback, measured to each building face, shall be limited to:
- (a) 0.0 meters (0.0 feet) from the Front Property Line (Marine Drive);
- (b) 0.7 meters (2.2 feet) from the Exterior Lot Line (Bewicke Avenue);
- (c) 2.0 meters from the Interior Lot Line;
- (d) 0.7 meters (2.2 feet) from the Rear Lot Line;

- (7) Section 510(3) Building Width and Length shall not apply.
- (8) Section 10A05(1) Secure Bike Parking be varied to permit secure bicycle storage on the P2 level.

READ a first time on the 21st day of September, 2021.

READ a second time on the 21st day of September, 2021.

READ a third time on the 18th day of October, 2021.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8840

A Bylaw to enter into a Housing Agreement (705 West 3rd Street)

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

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

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, 2021, No. 8840**” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735, Rental Housing Commitments).
2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and Marine and Bewicke Project Ltd. with respect to the lands referenced as 705 West 3rd Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8839” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735).
3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the 21st day of September, 2021.

READ a second time on the 21st day of September, 2021.

READ a third time on the 18th day of October, 2021.

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

MAYOR

CORPORATE OFFICER

RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the <> day of <>, 20<>.

BETWEEN:

MARINE AND BEWICKE PROJECT LTD.

Suite 950, 475 West Georgia Street
Vancouver, British Columbia,
V6B 4M9

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

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

1. DEFINITIONS

- (a) **"Act"** means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) **"Affordable Rent"** means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as established by CMHC's Housing Market Information Portal for the year the tenancy is entered into;

- (c) **“Agreement”** means this agreement as amended from time to time;
- (d) **“Commencement Date”** has the meaning set out in section 2.1 herein;
- (e) **“Council”** means the municipal council for the City of North Vancouver;
- (f) **“CMHC”** means Canada Mortgage and Housing Corporation;
- (g) **“Director of Planning”** means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (h) **“Dwelling Unit”** means a dwelling unit as defined in the City of North Vancouver’s “Zoning Bylaw 1995, No. 6700” as amended from time to time;
- (i) **“Lands”** means those lands and premises legally described as

Parcel Identifier: 024-605-701
Lot J
Block 15
District Lot 265
Plan LMP43325;
- (j) **“Mid-Market Rental Units”** means Dwelling Units that are rented to tenants for Affordable Rent;
- (k) **“Market Rental Units”** means Dwelling Units that are rented to tenants for market rental rates as set by the Owner;
- (l) **“Rental Purposes”** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (m) **“Rental Units”** means the Market Rental Units and the Mid-Market Rental Units;
- (n) **“Residential Building”** means the six storey building to be constructed on the Lands to be used for Rental Purposes with 70 Dwelling Units, of which 63 Dwelling Units will be Market Rental Units and 7 Dwelling Units will be Mid-Market Rental Units;
- (o) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (p) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696”; and
- (q) **“Term”** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by Council of “Housing Agreement Bylaw, 2021, No. 8840” (Marine and Bewicke Project Ltd. / Ankenman Marchand Architects, 705 West 3rd Street, CD-735, Rental Housing Commitments), (the “**Commencement Date**”) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the “**Term**”).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. USE OF LANDS

- 3.1 The Owner covenants and agrees with the City that during the term of this Agreement, notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- (a) the Lands shall not be subdivided or stratified;
 - (b) the Residential Building shall be used for Rental Purposes only; and
 - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes.
- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 7 three-bedroom units, 12 two-bedroom units, 47 one-bedroom units and 4 studio units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The seven Mid-Market Rental Units shall be provided in the following unit mix: five one-bedroom unit, 1 two-bedroom unit, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the three Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year tenancy agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

5.1 Without limiting section 3.1 of this Agreement:

- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
- (b) Advertisement: the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;
- (c) Tenant Selection: the Owner will determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested income qualification of a maximum household income determined by multiplying the low-end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. Tenants from the existing rental building on the Lands should be provided first right of refusal in the Mid-Market Rental Units, regardless of income. In determining financial eligibility, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal or upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.4 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.
- 6.5 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 6.6 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

7. LIABILITY

- 7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - (b) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the

ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.

- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.

- 8.2 Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

- 8.3 The Owner and the City agree that:

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

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

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

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

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

Marine and Bewicke Project Ltd.
Suite 950, 475 West Georgia Street
Vancouver, British Columbia,
V6B 4M9

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

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.

- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2021, No. 8840".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

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

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8921

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. 8921**” (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 15th Street, CD-752), and Text Amendment to Centennial Theatre, 2300 Lonsdale Avenue, 116 East 23rd Street, and Norseman Park (Harry Jerome Neighbourhood Lands, CD-165).
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-752 (Comprehensive Development 752 Zone):

Lots	Block	D.L.	Plan	
E & F	38	548	18002	from C-1B

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-751 Comprehensive Development 751 Zone”:
“CD-752 Comprehensive Development 752 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-751 Comprehensive Development 751 Zone”:
“CD-752 Comprehensive Development 752 Zone”

In the CD-752 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-1B 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, except these uses are permitted only at the second storey or higher;
 - (c) Accessory Apartment Use subject to Section 607(1) of this Bylaw;
 - (d) Accessory Home Occupation Use, subject to Section 507(6);
 - (e) Accessory Home Office Use, subject to Section 507(6);
 - (f) Child Care Use, subject to Section 607(9);
 - (g) Accessory Off-Street Loading Use;
 - (h) Accessory Off-Street Parking Use;
 - (i) Off-Site Parking Use.

(2) Gross Floor Area

- (a) The maximum Gross Floor Area is 2.6 FSR;
- (b) Notwithstanding (2)(a) the Gross Floor Area may be increased as follows:

ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
Community Benefit Cash Contribution	Provision of a Community Benefit Cash Contribution of \$3,553,200 and provision of a Mini Plant sized and located in accordance with the requirements of the Director of the Lonsdale Energy Corporation	Maximum 3,278.4 sq. m. (35,288.4 sq. ft.) 1.4 FSR	As per OCP Policy Section 2.2.1
TOTAL BONUS		1.4 FSR	

DENSITY TRANSFER			
DONOR SITE	DESCRIPTION	TRANSFERRED GROSS FLOOR AREA	POLICY REFERENCE
Transferred from Harry Jerome Lands (at 2300 Lonsdale Avenue and 116 East 23 rd Street, Comprehensive Development Zone 165)	Residual density that is not to be utilized on donor site	7,152.9 sq. m. (76,993 sq. ft.) / 3.05 FSR	As per OCP Policy Section 2.3
TOTAL TRANSFER		3.05 FSR	

Such that the total effective on-site Gross Floor Area is not to exceed 7.05 FSR.

- (3) A minimum of 21 units shall have 3 bedrooms;
- (4) Building Height:
 - (a) The Principal Building shall not exceed a Building Height of 68 metres (223 feet) as measured from the average Building Grades;

- (b) Elevator and mechanical penthouses may project beyond the defined height in (a) by a maximum of 6.1 metres (20 feet) including elevator shafts and mechanical rooms;
- (5) Section 610(5) Siting shall be waived and replaced with the following siting requirements:
 - (a) The Principal Building shall be sited not less than:
 - (i) 2.1 meters (7 feet) from the lane (flanking lane) to the east;
- (6) Section 612(6) Building Width and Length shall be waived;
- (7) Section 402(6) within Prohibited Uses of Land, Buildings, and Structures shall be waived;
- (8) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
 - (a) A minimum of 143 residential vehicle Parking Spaces shall be provided;
 - (b) A minimum of 10 residential visitor Parking Spaces shall be provided;
 - (c) A minimum of 30 commercial vehicle Parking Spaces shall be provided, of which, four shall be identified as shared residential visitor and commercial parking;
 - (d) Two Loading Spaces shall be provided;

C. Amending Section 1101, CD-165, Schedule 141, 'Record of Density Transfer', by:

- (1) Creating a new entry recording 7,152.9 sq. m. of Transferred Gross Floor Area to the 144 – 132 W 15th Street Recipient site and subtracting 7,152.9 sq. m. from the Remaining Residual Density on the Site.

READ a first time on the 25th day of April, 2022.

READ a second time on the 25th day of April, 2022.




READ a third time on the 9th day of May, 2022.

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

MAYOR

CORPORATE OFFICER



 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**
STRATEGIC & CORPORATE SERVICES DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Brian Lightfoot, Manager Real Estate

Subject: HIGHWAYS CLOSING AND DISPOSITION BYLAW – 705 WEST 3RD STREET

Date: September 7, 2022 File No: 06-2260-01-0001/2022

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

RECOMMENDATION

PURSUANT to the report of the Manager, Real Estate, dated September 7, 2022, entitled "Highways Closing and Disposition Bylaw – 705 West 3rd Street":

THAT "Highways Closing and Disposition Bylaw, 2022, No. 8930" (A Bylaw to stop up and close and dispose of a portion of Bewicke Avenue subject to consolidation with 705 West 3rd Street) be considered;

THAT notices be issued in accordance with Sections 26, 40 and 94 of the *Community Charter*;

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

ATTACHMENTS

1. Highways Closing and Disposition Bylaw, 2022, No. 8930 (CityDocs [2212273](#))
2. Resolutions Related to Redevelopment of 705 West 3rd Street (CityDocs [2071460](#))

SUMMARY

This report follows Council direction to stop up, close and dispose of a portion of Bewicke Avenue for consolidation with 705 West 3rd Street as part of its rezoning. It introduces the draft Highways Closing and Disposition Bylaw (Attachment #1). If

approved, this bylaw will provide authority to stop up and close the roadway as previously approved by Council on June 21, 2021 (Attachment #2).

BACKGROUND

Further to the report of the Manager, Development Planning, dated June 10, 2021, Council resolved to release two separate Council resolutions from the Closed meeting of January 23, 2019, which allowed staff to continue processing the rezoning application, stop up and close a portion of Bewicke Avenue for sale and consolidation to Marine and Bewicke Project Ltd. (the “Developer”) subject to successful completion of the rezoning. Details are provided in Attachment #2.

As required by the *Community Charter*, notices were issued to the major utilities in early August 2022, advising of a potential road closing subject to Council consideration in fall 2022 and the responses were as follows:

- BC Hydro has a substantial distribution line running north-south on Bewicke Avenue in the area that the City is proposing to stop up and close and sell to the developer. BC Hydro has noted that the developer will be responsible to come to a suitable resolution regarding a right-of-way or relocation of transmission lines.
- Telus – no response received.
- Fortis – no response received.

Staff have completed the other public notice requirements of the *Community Charter* and are now in a position to present the proposed bylaw for Council consideration.

DISCUSSION

Subject to rezoning, staff were directed to stop up, close and sell a 2,429 sq. ft. (225.7 sq. m.) portion of Bewicke Avenue to the Developer for consolidation with their parcel at 705 West 3rd Street. Staff are seeking final adoption of the rezoning bylaw and this report seeks Council consideration of the necessary bylaw provided as Attachment #1.

A sketch showing the proposed road closure is as follows:



FINANCIAL IMPLICATIONS

The Developer will pay the City \$505,000 for the portion of Bewicke Avenue to be stopped up and closed as stated in the proposed bylaw. The Developer will also be dedicating a 4,274 sq. ft. (397.1 sq. m.) area of Marine Drive as roadway.

INTER-DEPARTMENTAL IMPLICATIONS

This report and the proposed bylaw and accompanying plans were prepared in conjunction with Planning and Development and Engineering, Parks and Environment.

CORPORATE PLAN AND/OR POLICY IMPLICATIONS

The road closure and related dedication of the area along Marine Drive will provide additional area needed along Marine Drive necessary to permit the proper functioning of TransLink's proposed East-West B-Line bus, as well as intersection improvements at Marine Drive and Bewicke Avenue.

STRATEGIC PLAN IMPLICATIONS

The proposed redevelopment is at an integral location for the proposed B-Line along Marine Drive. This has resulted in the City requesting additional road area along Marine Drive to facilitate changes to the intersection and boulevards. The additional road area for intersection improvements would provide a more efficient vehicular movement for moving goods as well as providing adequate space for pedestrians and cyclists.

RESPECTFULLY SUBMITTED:



Brian Lightfoot
Manager, Real Estate

THE CORPORATION OF THE CITY OF NORTH VANCOUVER**BYLAW NO. 8930****A Bylaw to stop up and close and dispose of a portion of Bewicke Avenue
subject to consolidation with 705 West 3rd Street**

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 **“Highways Closing and Disposition Bylaw, 2022, No. 8930” (Closing and removal of highway dedication and disposition of a portion of highway located east of 705 West 3rd Street).**
2. All that portion of City road established by the deposit of Plan EPP123778, which portion contains 2,429 square feet (225.7 square meters), shown as Closed Road on the preliminary version of Reference Plan EPP123777 prepared by Alexander Heath of Hobbs, Winter & MacDonald B.C Land Surveyors, and dated the 30th day of August, 2022, a print of which is attached as Schedule A hereto, is hereby stopped up and closed to traffic.
3. The highway dedication on the Closed Road described in section 2, is hereby removed.
4. The Closed Road described in section 2 will not be made available to the public for acquisition and will be disposed of by the Corporation of the City of North Vancouver to Marine and Bewicke Project Ltd., the owners of the lands immediately adjacent to the closed road, (“Adjacent Land”) in order to allow subdivision of the adjacent land. The closed road will be consolidated with the adjacent land, and all survey, advertising and registration costs to close the road and consolidate the parcel will be borne by Marine and Bewicke Project Ltd. The Corporation of the City of North Vancouver will receive \$505,000 in monetary consideration from Marine and Bewicke Project Ltd.
5. The Mayor and the Corporate Officer are hereby authorized to sign and seal with the Corporate Seal, the said Reference Plans and such other instruments as may be required in order to carry into effect the highway closure, removal of highway dedication, and disposition of the Closed Roads described in this Bylaw.

6. Notice of the highway closure, removal of highway dedication and disposition of the Closed Road shall be given in accordance with the *Community Charter*.

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

SCHEDULE A

**REFERENCE PLAN TO ACCOMPANY THE CORPORATION OF
THE CITY OF NORTH VANCOUVER ROAD CLOSING BYLAW No.8930
OF A PORTION OF BEWICKE AVENUE DEDICATED BY PLAN 1406,
DISTRICT LOT 265, GROUP ONE,
NEW WESTMINSTER DISTRICT
PURSUANT TO SECTION 120 OF THE LAND TITLE ACT
AND SECTION 40 OF THE COMMUNITY CHARTER
BCGS 92G035**

PLAN EPP123777



THE INTENDED PLOT SIZE OF THIS PLAN IS
432 mm IN HEIGHT BY 560 mm IN WIDTH (C SIZE)
WHEN PLOTTED AT A SCALE OF 1:400



LEGEND

- DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- DENOTES LEAD PLUG FOUND
- DENOTES LEAD PLUG PLACED
- DENOTES CALCULATED
- WR DENOTES WITNESS

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

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

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN
GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017 AND
ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

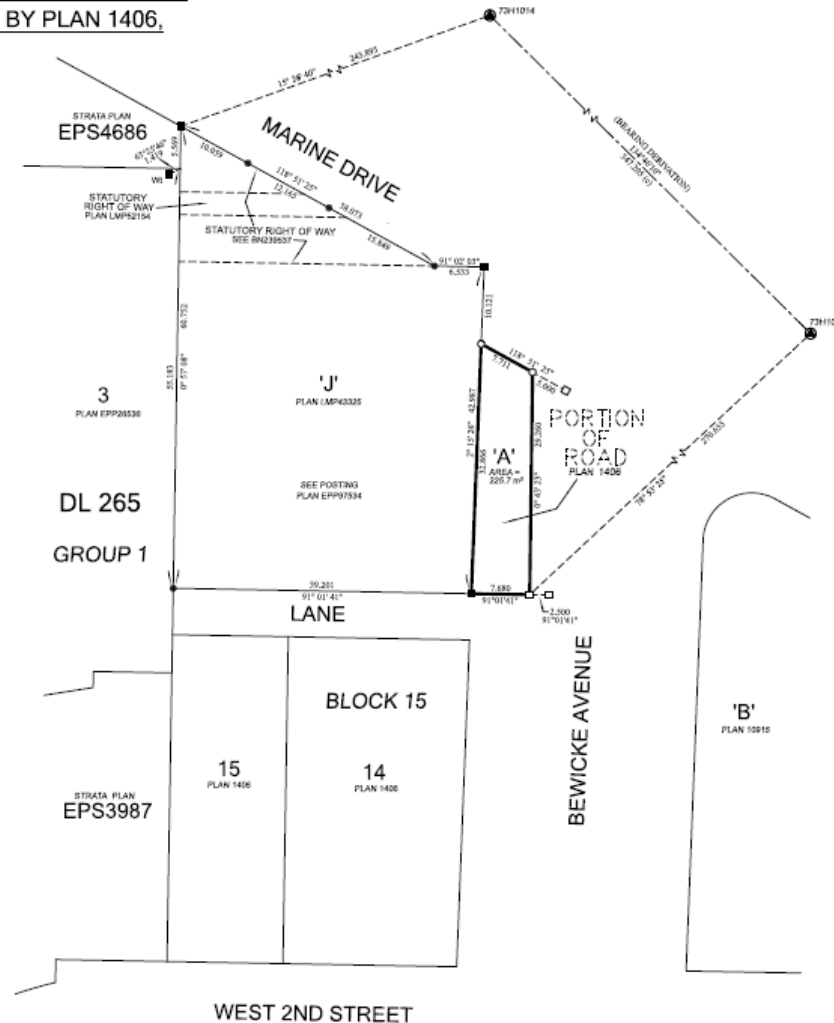
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
UNLESS OTHERWISE SPECIFIED

TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE
AVERAGE COMBINED FACTOR OF 0.9996000. THE AVERAGE FACTOR HAS BEEN
DETERMINED BASED ON GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED
HAVE BEEN DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND
STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017

THIS PLAN LIES WITHIN THE
METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 29TH DAY OF AUGUST, 2022
ALEXANDER ELLIOT HEATH, (BCLS 9271)



UTM COORDINATES			
DATUM: NAD83(CSRS) 4.0.0 BC 1 MVRD, UTM ZONE 10			
MARKER	NORTHING	EASTING	ABSOLUTE ACCURACY (ESTIMATED)
73H1014	5463285.361	483363.065	0.02 METRES
73H1017	5463040.638	483606.463	0.02 METRES

HOBBS, WINTER & MacDONALD
B.C. LAND SURVEYORS
113-828 HARGREAVES DRIVE
NORTH VANCOUVER, B.C. V7P 3R9
TEL 604-985-1371 FAX 604-985-3264
EMAIL: admin@hwsurveyors.com

FB 2928 9-29-32 MB421-38 NYC

**MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY FROM
CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON
MONDAY, JUNE 21, 2021**

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

22. Release of Council Resolutions from Closed Session Related to Redevelopment of 705 West 3rd Street – File: 08-3360-20-0436/1

Report: Manager, Development Planning, June 10, 2021

Moved by Councillor Bell, seconded by Councillor McIlroy

PURSUANT to the report of the Manager, Development Planning, dated June 10, 2021, entitled “Release of Council Resolutions from Closed Session Related to Redevelopment of 705 West 3rd Street”:

THAT Council authorize the release of the following resolutions from the Committee of the Whole (Closed session) of February 4, 2019:

“PURSUANT to the report of the Planner, dated January 23, 2019, entitled “Planning Context Concerning Highway Closing and Disposition – 705 West 3rd Street”:

THAT staff be directed to continue processing the rezoning application of 705 West 3rd Street, including the possibility of transferring a stopped up and closed portion of Bewicke Avenue in exchange for dedication along Marine Drive and enhancements to the proposed childcare facility;”

and

“PURSUANT to the report of the Property Services Coordinator, dated January 23, 2019, entitled “Highway Closing and Disposition – 705 West 3rd Street”:

THAT, as outlined in Option #1, staff proceed with the rezoning of the property located at 705 West 3rd Street, including a portion of the adjacent Bewicke Avenue road allowance (the “property”);

THAT, subject to a successful rezoning of 705 West 3rd Street, staff bring forward to Council a bylaw to Stop up and Close and raise title to a portion of Bewicke Avenue, substantially as outlined in Option #1 of the Conclusion of the report;

THAT the Mayor and City Clerk be authorized to execute a Transfer Agreement and any other necessary documentation regarding the raising of title and disposition of the portion of Bewicke Avenue, substantially as outlined in Option #1 of the Conclusion of the report;

THAT notice of the highway closure, removal of highway dedication and notice of disposition be given in accordance with the *Community Charter*;

AND THAT the report of the Manager, Development Planning, dated June 10, 2021, entitled “Release of Council Resolutions from Closed Session Related to Redevelopment of 705 West 3rd Street”, remain in the Closed session.

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8930

A Bylaw to stop up and close and dispose of a portion of Bewicke Avenue subject to consolidation with 705 West 3rd Street

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 **“Highways Closing and Disposition Bylaw, 2022, No. 8930” (Closing and removal of highway dedication and disposition of a portion of highway located east of 705 West 3rd Street).**
2. All that portion of City road established by the deposit of Plan EPP123778, which portion contains 2,429 square feet (225.7 square meters), shown as Closed Road on the preliminary version of Reference Plan EPP123777 prepared by Alexander Heath of Hobbs, Winter & MacDonald B.C Land Surveyors, and dated the 30th day of August, 2022, a print of which is attached as Schedule A hereto, is hereby stopped up and closed to traffic.
3. The highway dedication on the Closed Road described in section 2, is hereby removed.
4. The Closed Road described in section 2 will not be made available to the public for acquisition and will be disposed of by the Corporation of the City of North Vancouver to Marine and Bewicke Project Ltd., the owners of the lands immediately adjacent to the closed road, (“Adjacent Land”) in order to allow subdivision of the adjacent land. The closed road will be consolidated with the adjacent land, and all survey, advertising and registration costs to close the road and consolidate the parcel will be borne by Marine and Bewicke Project Ltd. The Corporation of the City of North Vancouver will receive \$505,000 in monetary consideration from Marine and Bewicke Project Ltd.
5. The Mayor and the Corporate Officer are hereby authorized to sign and seal with the Corporate Seal, the said Reference Plans and such other instruments as may be required in order to carry into effect the highway closure, removal of highway dedication, and disposition of the Closed Roads described in this Bylaw.

6. Notice of the highway closure, removal of highway dedication and disposition of the Closed Road shall be given in accordance with the *Community Charter*.

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

SCHEDULE A

**REFERENCE PLAN TO ACCOMPANY THE CORPORATION OF
THE CITY OF NORTH VANCOUVER ROAD CLOSING BYLAW No.8930
OF A PORTION OF BEWICKE AVENUE DEDICATED BY PLAN 1406,
DISTRICT LOT 265, GROUP ONE,
NEW WESTMINSTER DISTRICT
PURSUANT TO SECTION 120 OF THE LAND TITLE ACT
AND SECTION 40 OF THE COMMUNITY CHARTER
BCGS 92G035**

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GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017 AND
ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

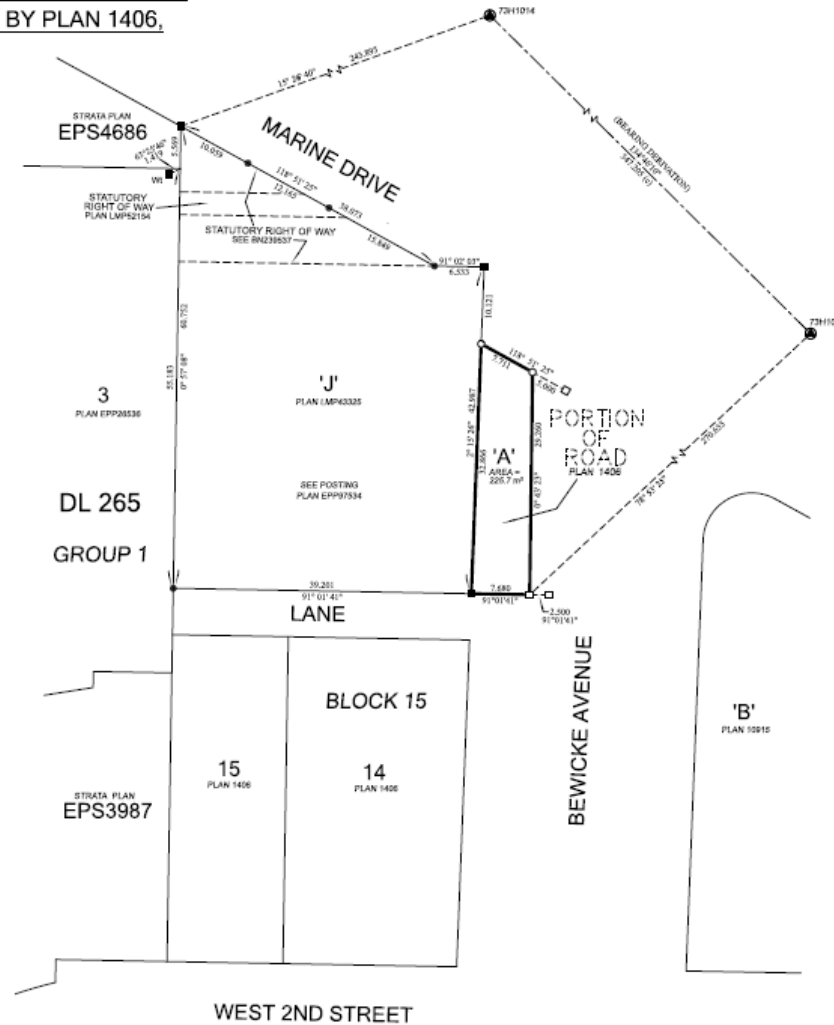
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
UNLESS OTHERWISE SPECIFIED

TO COMPUTE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE
AVERAGE COMBINED FACTOR OF 0.9996000. THE AVERAGE FACTOR HAS BEEN
DETERMINED BASED ON GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED
HAVE BEEN DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND
STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 73H1014 AND 73H1017

THIS PLAN LIES WITHIN THE
METRO VANCOUVER REGIONAL DISTRICT

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 29TH DAY OF AUGUST, 2022
ALEXANDER ELLIOT HEATH, (BCLS 9271)



UTM COORDINATES			
DATUM: NAD83(CSRS) 4.0.0 BC 1 MVRD, UTM ZONE 10			
MARKER	NORTHING	EASTING	ABSOLUTE ACCURACY (ESTIMATED)
73H1014	5463285.361	483363.065	0.02 METRES
73H1017	5463040.638	483606.463	0.02 METRES

HOBBS, WINTER & MacDONALD
B.C. LAND SURVEYORS
113-828 HARGREAVES DRIVE
NORTH VANCOUVER, B.C. V7P 3R9
TEL: 604-985-1371 FAX: 604-985-3264
EMAIL: admin@hwsurveyors.com

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

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Emma Chow, Planner 2, Development Planning

Subject: HOUSING AGREEMENT – NORTH SHORE NEIGHBOURHOOD HOUSE
SITE: PHASE 1

Date: September 7, 2022 File No: 08-3400-20-0077/1

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

RECOMMENDATION

PURSUANT to the report of the Planner 2, Development Planning, dated September 7, 2022, entitled “Housing Agreement – North Shore Neighbourhood House Site: Phase 1”:

THAT “Housing Agreement Bylaw, 2022, No. 8949” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments) be considered.

ATTACHMENTS

1. Staff Report, “Rezoning and Official Community Plan Amendment: 200-236 East 1st Street and 207-225 East 2nd Street (North Shore Neighbourhood House Site)”, September 22, 2021 (CityDocs [#2060262](#))
2. Council Resolution of May 9, 2022 (CityDocs [#2184445](#))
3. “Housing Agreement Bylaw, 2022, No. 8949” (CityDocs [#2217897](#))

PURPOSE

To present for Council’s consideration a bylaw to authorize the housing agreement for Phase 1 of the development of the North Shore Neighbourhood House (NSNH) site.

BACKGROUND

On February 14, 2022, Council adopted bylaws to amend the City's Official Community Plan (OCP) and rezone to CD-737, the NSNH site at 200-236 East 1st St and 207-225 East 2nd St. The new zoning facilitates the phased redevelopment of the site for new civic, residential and park uses. Phase 1 of the development consists of a 6-storey mixed-use building with a respite care centre on the ground floor and 89 units of affordable rental housing above, to be located on the north-west portion of the NSNH site

A condition of rezoning was to have a housing agreement placed on title before issuance of a building permit. This building is proposed to be constructed by Catalyst Community Development Society ("Catalyst") pursuant to a ground lease. Once constructed, Catalyst will lease the affordable rental housing portion of the building and CareBC will lease and operate the ground floor respite care centre. The housing agreement will apply only to the rental housing portion of the building.

HOUSING AGREEMENT

The Housing Agreement Bylaw (Attachment 1) will set out the terms and requirements for affordable rental housing as obligations of the owner, which is currently the City. When Catalyst enters into the ground lease for use of the Phase 1 site, the owner's obligations in the housing agreement will be transferred from the City to Catalyst.


The housing agreement secures the following for the affordable rental housing portion of the Phase 1 building:

- 100% rental housing use only;
- At least 30% of units must be "non-market rental housing" (defined below);
- All units to have long-term stabilized rents with maximum rent increase for new tenancies to be the lesser of:
 - Allowable annual increase under the *Residential Tenancy Act* (RTA), plus 5%; or
 - 10%.
- All units operated by a certified non-profit housing provider actively seeking to keep rents as low as operationally feasible;
- Average rent of all units at least 10% below market rent;
- 16% of units to have three bedrooms;
- Priority to units for those living or working within the City;
- Priority to larger units (2 or more bedrooms) for those with dependents;
- Minimum advertising period (1 month) for first leasing of units;
- Annual submission of documentation to show income limits compliance.

In this housing agreement, "non-market rental housing" is defined as units rented to households with incomes below Housing Income Limits (HILs), and at rent amounts equal to the lower of HILs Rent or 80% of Median Market Rent, as published on the Canada Mortgage and Housing Corporation (CMHC) Housing Market Information Portal.

HILs refers to the household annual income limit for subsidized housing as determined annually and set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission, which is derived from CMHC’s Annual Rental Market Survey (See **Figure 1** below).

Figure 1: 2021 Housing Income Limits

 BC HOUSING				
2021 Housing Income Limits (HILs) effective September 1, 2021¹				
Housing Income Limits (HILs) represent the maximum gross household income for eligibility in many affordable housing programs. The HILs are based on figures established by CMHC and are intended to reflect the minimum income required to afford appropriate accommodation in the private market.				
Planning Area Lower Mainland	1 Bdrm or Less	2 Bdrm	3 Bdrm	4+ Bdrm
Abbotsford	\$39,500	\$48,000	\$68,000	\$91,500
Chilliwack	\$36,500	\$48,500	\$61,500	\$66,000
Hope	\$29,000	\$37,500	\$42,000	\$55,500
Powell River	\$37,000	\$38,500	\$42,000	\$54,000
Squamish	\$52,500	\$58,000	\$69,500	\$92,000
Sunshine Coast	\$40,000	\$48,000	\$50,500	\$63,000
Vancouver	\$57,500	\$69,000	\$80,000	\$88,500
Non-Market Areas	\$74,000	\$83,000	\$90,500	\$96,000

HILs Rent is defined as no more than 30% of the income specified in the HILs publication described above.

Catalyst will make best efforts to increase overall affordability within this project over the term of the agreement, including pursuing opportunities for funding, grants and favourable financing. The term of the housing agreement is for the life of the building.

DISCUSSION

Below-Market Rental Housing

The proposed “non-market rental housing” in the housing agreement satisfies affordable housing requirements from both the City and CMHC. The project will achieve 30% of units at the lower of HILs rates or 80% of CMHC Median Market Rent (required to secure CMHC funding), and seek to achieve lower than market rents for the remaining 70% of units.

Market conditions, including increasing construction costs and interest rates have challenged levels of affordability in non-profit projects across the region. However, Catalyst is confident that it will be able to provide all units at discounted rents relative to market. This is consistent with Catalyst's mandate as a non-profit housing provider, to build and operate "affordable housing accommodations... for low and moderate income households" (Catalyst Constitution).

Since 2013, Catalyst has collaborated with local governments, community organizations and other non-profits to deliver and operate non-profit housing projects throughout the region and province, often integrating other community support services, such as senior care. A mixed-market approach is common in these projects, providing a range of rents and levels of affordability determined by operating costs, rather than market conditions.

The housing agreement would ensure that all units would be rented at the lowest operationally feasible rent and that rental affordability relative to the market would increase over time.

Long-Term Affordability

Catalyst will continue to look for ways to pursue more affordability by finding cost-effective ways to build and operate affordable housing. Catalyst has agreed to seek additional funding sources as they arise, throughout the life of the building to continually improve affordability of its units.

The housing agreement secures a 10% cap on rent raises for new tenancies. CMHC data shows rent gaps of 20-25% between occupied and vacant units in the City over the past several years. This indicates significant rent increases once occupied units are vacated. While the RTA limits annual rent increases to inflation during a tenancy (i.e. same tenant), there are currently no restrictions on the amount that rent may increase at tenancy turnover. The lack of restriction has contributed to escalating rental affordability issues, especially when vacancy rates are low.

The cap on rent increases for new tenancies, which can be established by way of a housing agreement in accordance with the *Local Government Act*, will be a considerable factor in providing long-term affordability for all the rental units in the project.

Family-Friendly Rental Housing

The *Housing Action Plan (2016)* identified the lack of family-friendly rental housing (3 or more bedrooms) as one of the primary housing gaps in the City. To address this gap, the Plan calls for a minimum 10% of new units to have three or more bedrooms. The recent *Housing Needs Report (2021)* shows a pressing need for adequately sized and appropriately priced rental units for younger families. The report estimates a need for 19% additional rental units with three or more bedrooms to serve the projected households in the City by 2031.

The housing agreement requires fourteen (16%) of the 89 units to be three-bedroom units, which exceeds the minimum set out in the *Housing Action Plan*. Four of these

units will be non-market, ensuring affordable rent rates for lower income family households.

CONCLUSION

In keeping with the spirit of the proposal presented at rezoning, this housing agreement addresses several key City priorities and strategies, including:


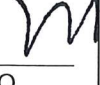
- *Official Community Plan* to meet identified housing needs and assist organizations that provide community supports
- *2018-22 Council Strategic Plan* to increase number of below market and rental housing units
- *Housing Action Plan* to collaborate with non-profit partners to deliver new non-profit housing on City-owned lands, and to increase family-friendly (3 or more bedrooms) rental housing stock

RESPECTFULLY SUBMITTED:



Emma Chow
Planner 2, Development Planning



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

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Emma Chow, Planner 2

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

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

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

RECOMMENDATION

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

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

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

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

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

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

ATTACHMENTS

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

SUMMARY

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

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

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

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

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

BACKGROUND

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

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

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

Proposed Site Programming

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

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

Site and Operational Requirements

Key parameters for site development programming are:

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

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

Design and Phasing Considerations

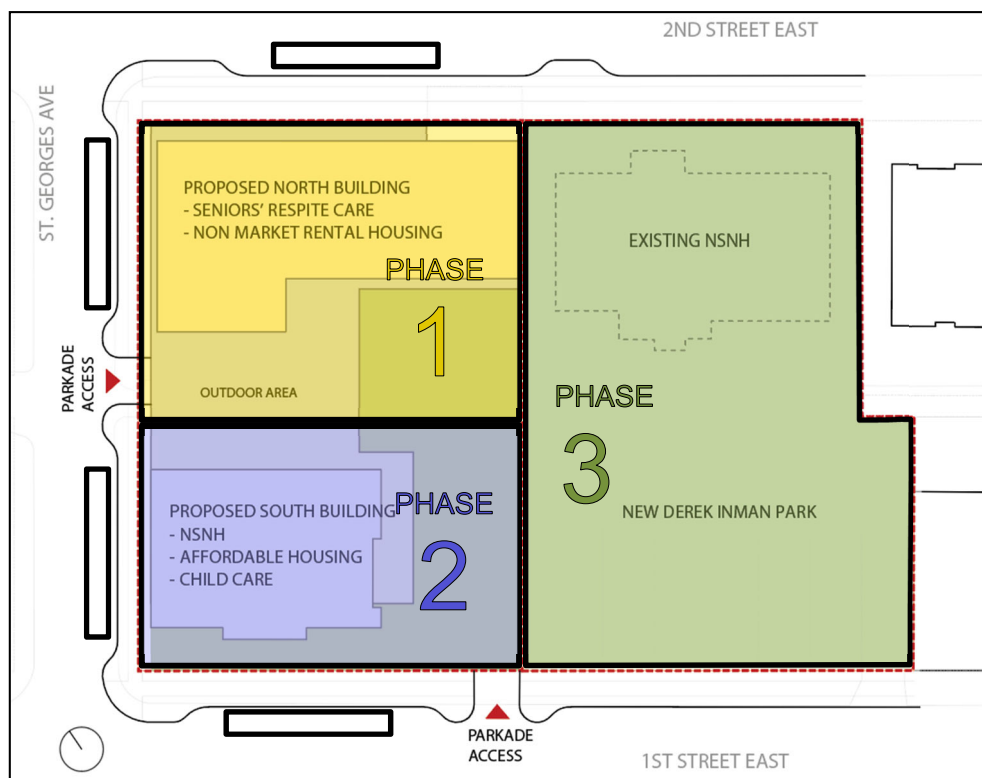
The development of the overall site is anticipated to be undertaken in three phases (see Figure 1). Site preparation works would be required in advance of commencing Phase 1.

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

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

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

Figure 1 Proposed Development Phasing



DISCUSSION

Project Description

Site Context and Existing Uses

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

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

Figure 2 Site Context

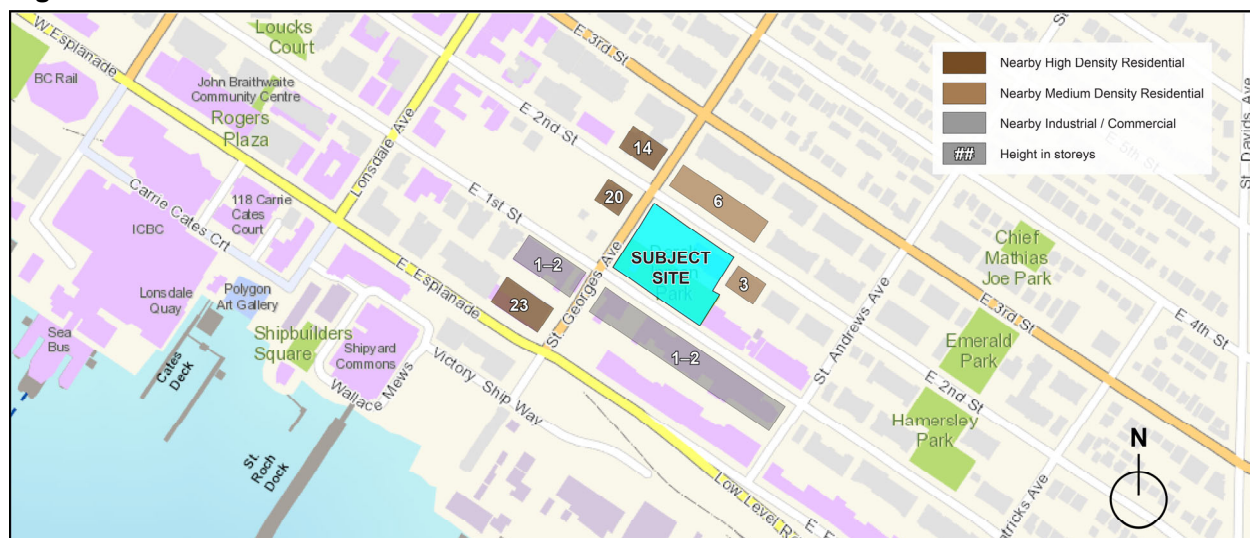


Table 1. Existing Uses

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

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

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

Proposal

The proposal includes:

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

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

Phase 3 – A new Derek Inman Park

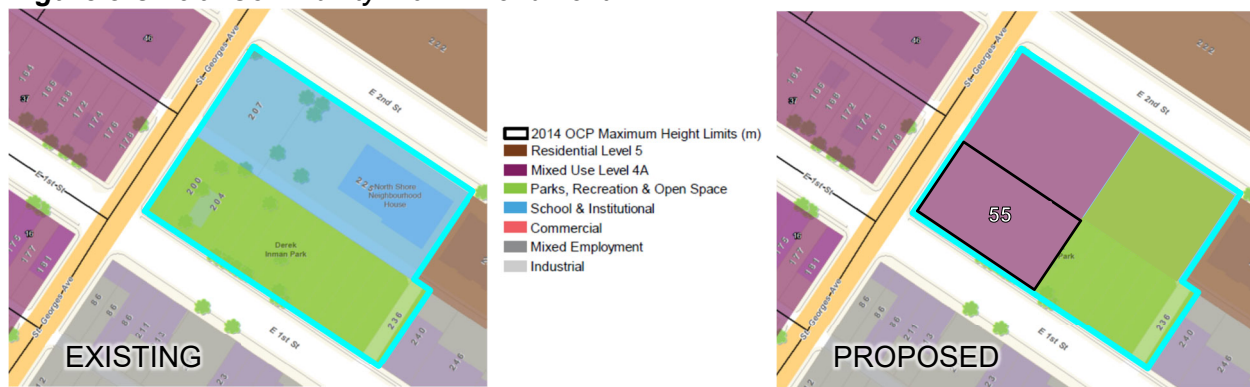
A total density of 2.8 Floor Space Ratio (FSR) for the entire site is proposed.

Policy Context

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

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

Figure 3 Official Community Plan Amendment



PLANNING ANALYSIS

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

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

Overall Development Principles and Guidelines

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

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

Site Activation and Public Realm

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

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

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

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

Figure 4 Site Concept (Looking Towards Lonsdale Avenue)



Building Form and Massing

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

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

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

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

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

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

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

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

Figure 5 Conceptual Streetscape Including Entrance to North Shore Neighbourhood House



Density

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

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

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

Character House

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

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

Existing Trees

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

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

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

Community Gardens

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

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

Derek Inman Park

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

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

Figure 6 Park Dedication Amendment



Parking, Circulation and Access

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

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

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

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

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

Off-Site Works

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

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

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

STATUTORY REVIEW

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

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

ADVISORY BODY INPUT

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

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

The ITC made the following additional comment:

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

The APC recommended approval subject to:

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

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

COMMUNITY CONSULTATION

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

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

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

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

Loss of Park Area

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

Staff Response

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

Community Gardens Relocation

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

Staff Response

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

Building Height and OCP

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

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

Staff Response

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

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

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

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

Alternative Height Option for Phase 2

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

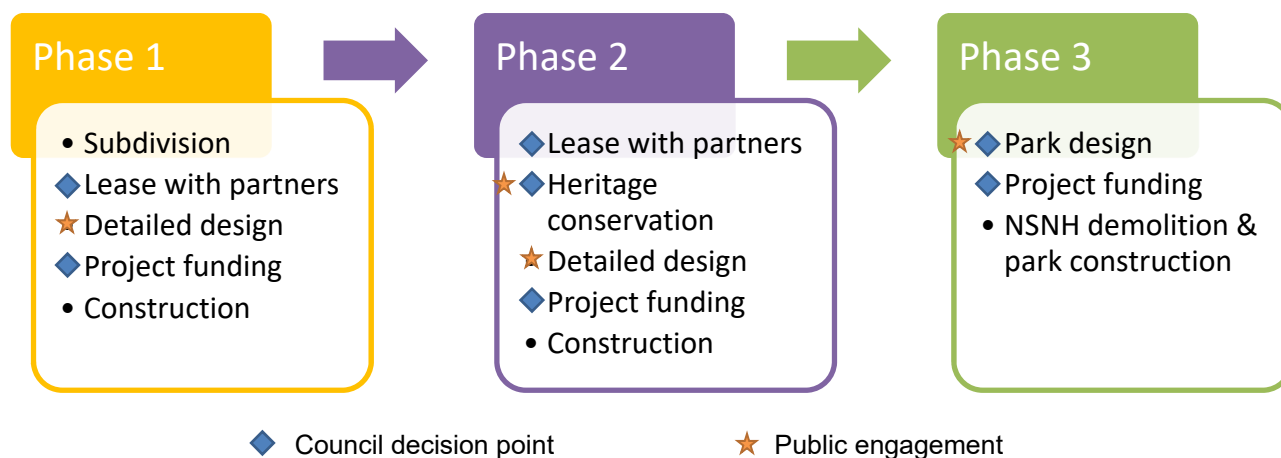
A 12-storey alternative would reduce number of units by an estimated 40% and considerably increase construction cost per square foot. Also, a shorter building will likely require a larger floorplate that may cover part or all of the child care outdoor space, and may have more impact on views and shading.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

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

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

NEXT STEPS

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



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

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

SUSTAINABILITY COMMENTS

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

FINANCIAL IMPLICATIONS

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

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

INTER-DEPARTMENTAL IMPLICATIONS

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

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

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


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

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

CONCLUSION

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

RESPECTFULLY SUBMITTED:



Emma Chow
Planner 2

MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON **MONDAY, MAY 9, 2022**

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

10. Long Term Leases with Catalyst and Care BC – 207-225 East 2nd Street
– File: 02-0890-20-0021/1

Report: Manager, Real Estate, April 25, 2022

Moved by Councillor McIlroy, seconded by Councillor Back

PURSUANT to the report of the Manager, Real Estate, dated April 25, 2022, entitled “Long Term Leases with Catalyst and Care BC – 207-225 East 2nd Street”:

THAT staff be authorized to negotiate a 60-year ground lease (the “Ground Lease”) with Catalyst Community Developments Society (“Catalyst”) at a nominal prepaid rent of \$10 and otherwise in accordance with the terms in the Offer to Lease to allow for the construction of a new building;

THAT, following completion of construction of the building in accordance with the Ground Lease, staff be authorized to approve, if required, a leasehold strata plan to convert the Ground Lease into separate Model Strata Lot Leases for the two newly created strata lots; one with Catalyst and one with the Home Care Society of BC (“Care BC”);

THAT staff be directed to submit an application to subdivide the City-owned lands located at 200-236 East 1st Street and 207-225 East 2nd Street to support their redevelopment;

THAT the Mayor and Corporate Officer be authorized to execute the Ground Lease and the Offer to Lease with Catalyst for a portion of City-owned property located at 207-225 East 2nd Street, based on the terms and conditions set out in the draft Offer to Lease;

AND THAT the report of the Manager, Real Estate, dated April 25, 2022, entitled “Long Term Leases with Catalyst and Care BC – 207-225 East 2nd Street”, remain in the Closed session.

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8949

A Bylaw to enter into a Housing Agreement (225 East 2nd Street)

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

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

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, 2022, No. 8949**” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737, Rental Housing Commitments).
2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver, The Corporation of the City of North Vancouver and Catalyst Community Developments Society with respect to the lands referenced as ‘Site A’ in “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No 8868” (City of North Vancouver, 200-236 East 1st Street and 207-225 East 2nd Street, CD-737).
3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the <> 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

PART 2 – TERMS OF INSTRUMENT

RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

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

BETWEEN:

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

(in its capacity is owner of the Lands, the “Owner”)

AND:

CATALYST COMMUNITY DEVELOPMENTS SOCIETY,
290 – 1275 Venables Street,
Vancouver, British Columbia,
V6A 2C9

(the “Lessee”)

AND:

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

(the “City”)

WHEREAS:

- A. The Owner is the registered and beneficial owner of the Lands and in that capacity, has or will enter into the Ground Lease with the Lessee for construction of the Building on the Lands, which lease will be converted into the Catalyst Lease for the Catalyst Lot and the Care BC Lease for the Care BC Lot by the Leasehold Strata Subdivision;
- A. Upon entering into the Ground Lease, the Lessee will assume the obligations of the Owner under this Agreement and the Section 219 Covenant contained herein;
- C. The City is a municipal corporation incorporated pursuant to the *Community Charter*, **SBC 2003, c. 26**;
- D. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;

- E. Section 483 of the Act permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- F. The City has enacted a bylaw authorizing this Agreement;
- G. The Owner and the City wish to enter into this Agreement pursuant to Section 219 of the *Land Title Act* and section 483 of the Act and the Lessee agrees to execute this agreement to consent to its terms and conditions and confirm its intent to be bound once it enters into the Ground Lease.

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

1. DEFINITIONS

- (a) **“Act”** means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) **“Affordable Rent”** means with respect to each Non-Market Rental Unit a monthly rent payment amount equal to the lower of:
 - a. HILs Rent; and
 - b. 80 percent of CMHC Median Market Rent;
- (c) **“Agreement”** means this agreement as amended from time to time;
- (d) **“Building”** means the six-storey building to be constructed by the Lessee on the Lands which will, at completion, be subdivided by way of filing a leasehold strata plan into the Catalyst Lot and the Care BC Lot;
- (e) **“Care BC”** means the Health and Home Care Society of BC;
- (f) **“Care BC Lease”** means the lease from the Owner to Care BC for the Care BC Lot in the form of a model strata lot lease attached as a schedule to the Ground Lease;
- (g) **“Care BC Lot”** means the strata lot within the Building to be leased to Care BC pursuant to the Care BC Lease and to be used for a respite centre;
- (h) **“Catalyst Lease”** means the lease from the Owner to the Lessee for the Catalyst Lot in the form of a model strata lot lease attached as a schedule to the Ground Lease;
- (i) **“Catalyst Lot”** means the strata lot within the Building to be leased to the Lessee pursuant to the Catalyst Lease to be used for Rental Purposes, which lot will contain 89 Dwelling Units;

- (j) **“CMHC”** means Canada Mortgage and Housing Corporation;
- (k) **“CMHC Median Market Rent”** means the median monthly rent in the City of North Vancouver for primary rental Dwelling Units published for the most recent year by CMHC through its Housing Market Information Portal (<https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/1/1/Canada>), based on CMHC’s Annual Rental Market Survey;
- (l) **“Commencement Date”** has the meaning set out in section 3.1 herein;
- (m) **“Council”** means the municipal council for the City;
- (n) **“Director of Planning”** means the chief administrator of the Department of Planning and Development of the City and his or her successors in function and their respective nominees;
- (o) **“Dwelling Unit”** means a dwelling unit as defined in the City’s “Zoning Bylaw, 1995, No. 6700” as amended from time to time;
- (p) **“Ground Lease”** means the original lease for the Lands to be entered into by the City and the Lessee to allow for the construction of the Building;
- (q) **“Housing Income Limits”** or **“HILs”** means the household annual income limit for subsidized housing (for each category of Dwelling Unit), in Vancouver, as determined annually and set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission (or its successor in function), which is derived from CMHC’s Annual Rental Market Survey, or equivalent publication;
- (r) **“HILs Rent”** means rent, expressed monthly, which is no more than 30 percent of Housing Income Limits, for the applicable category of Dwelling Unit;
- (s) **“Lands”** means those lands currently having a civic address of 207-225 East 2nd Street and legally described in Part 1 of this instrument;
- (t) **“Leasehold Strata Subdivision”** means the subdivision of the Building on the Lands by way of depositing a leasehold strata plan in respect of the Lands pursuant to Part 12 of the *Strata Property Act*, SBC 1998, c. 43, to create the Catalyst Lot and the Care BC Lot;
- (u) **“Market Rent”** means average monthly rent for Dwelling Units with a specific bedroom type and size, as determined by the Lessee based on a review completed within three months of the proposed start of a tenancy of the rents for at least ten similar Dwelling Units within the City of North Vancouver, and approved by the City;
- (v) **“Non-Market Rental Units”** means the Dwelling Units in the Catalyst Lot that are to be rented for Affordable Rent to households with incomes below Housing Income Limits;
- (w) **“Rental Purposes”** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential*

Tenancy Act, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;

- (x) **“Rental Units”** means all of the residential Dwelling Units in the Catalyst Lot, including the Non-Market Rental Units, which are all to be used for Rental Purposes;
- (y) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (z) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868”;
- (aa) **“Section 219 Covenant”** means a covenant pursuant to Section 219 of the *Land Title Act*;
- (bb) **“Tenancy Agreement”** means an agreement, whether written or oral, express or implied, between the Owner or Lessee and a tenant respecting possession or occupancy of a Rental Unit; and
- (cc) **“Term”** has the meaning set out in section 2.1 herein.

2. OBLIGATIONS OF LESSEE

- 2.1 The Owner and Lessee hereby acknowledge and agree that the Owner has or will grant the Ground Lease to the Lessee for the construction of the Building and that upon completion, the Ground Lease will be converted into the Catalyst Lease and the Care BC Lease by way of the Leasehold Strata Subdivision. Concurrent with entering into the Ground Lease, the Owner will require the Lessee to separately enter into an Assignment and Assumption Agreement whereby, *inter alia*, the Owner will assign and the Lessee will assume all of the rights and obligations of the Owner under this Agreement in relation to the Lands and, following the Leasehold Strata Subdivision, the Catalyst Lot. From and after the date of such Assignment and Assumption Agreement, references to the Owner herein will be interpreted to mean the Lessee, including, without limitation, the indemnity in Section 4.3 of this Agreement. From and after the date of the Assignment and Assumption Agreement, the City will release this Agreement from the title of the Care BC Lot.

3. TERM

- 3.1 This Agreement will commence upon the commencement of the term of the Ground Lease (the **“Commencement Date”**) and will continue until the date this Agreement is terminated in accordance with sections 3.2 or 9.3(c) (the **“Term”**).
- 3.2 This Agreement will terminate immediately upon the earlier of the expiry of the Ground Lease and the removal or destruction of the Building, provided that the Building is not repaired or rebuilt following the destruction thereof.
- 3.3 Subject to section 8.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

4. SECTION 219 COVENANT

- 4.1 The Owner covenants and agrees with the City as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c. 250 that during the Term of this Agreement, it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- (a) following the Leasehold Strata Subdivision, the Catalyst Lot shall not be further subdivided or stratified;
 - (b) the Rental Units in the Catalyst Lot shall be used for Rental Purposes only; and
 - (c) no Rental Unit in the Catalyst Lot shall be occupied for any purpose except for Rental Purposes pursuant to a Tenancy Agreement.
- 4.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Building shall be developed, built, and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.
- 4.3 Pursuant to section 219(6) of the *Land Title Act*, RSBC 1996, c. 250 except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission, negligent or otherwise, by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
 - (b) the Owner's default under this Agreement; and
 - (c) the Owner's Ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.

5. TENANCY RESTRICTIONS

- 5.1 The unit mix for Rental Units in the Catalyst Lot shall be no fewer than 14 three-bedroom units, 20 two-bedroom units, 40 one-bedroom units and 15 studio units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 5.2 At least 30 percent of the Rental Units in the Catalyst Lot (27 units) must, at all times during the Term be Non-Market Rental Units rented at Affordable Rent to households with incomes below Household Income Limits, as established at the start of a tenancy.
- 5.3 The Non-Market Rental Units shall be provided in the following unit mix: four three-bedroom units, five two-bedroom units, 11 one-bedroom units and seven studio units. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in their discretion, acting reasonably.
- 5.4 The average rent of all Rental Units shall be at least ten percent below Market Rent.

- 5.5 The maximum rent amount for a Rental Unit shall not exceed Market Rent at the start of the tenancy.
- 5.6 The Owner shall enter into a minimum one year Tenancy Agreement for each of the Rental Units which will convert to a month to month tenancy at the end of the one year term.
- 5.7 If a tenancy for a Non-Market Rental Unit is ended prior to the end of the Term, the Owner must rent the Non-Market Rental Unit to households with incomes below Household Income Limits at Affordable Rent to each successive tenant. For greater certainty, at the end of each tenancy, each Non-Market Rental Unit will continue to be rented as a Non-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.
- 5.8 Affordable Rent for Non-Market Rental Units is to be determined at the time of tenancy. Rent amounts during a tenancy may then be subsequently increased only by the permitted annual rent increase then set under the RT Act or lesser amount.
- 5.9 If a tenancy for any Rental Unit is ended prior to the end of the Term, the Owner must only increase the rent to be charged for the next tenancy by an amount equivalent to the lesser of:

- (a) the allowable annual rental increase established by the RT Act for continuing tenancies plus five percent; and
- (b) ten percent,

provided that if the Owner can demonstrate to the City that the actual operating costs for the Building necessitate an increase in rents for a Rental Unit above the percentages set out in this Section 5.9, the Director of Planning may approve such an increase at their discretion, acting reasonably.

6. OWNER'S OBLIGATIONS

- 6.1 Without limiting section 4.1 of this Agreement:
- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Non-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - (b) Advertisement: when the Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Non-Market Rental Units;
 - (c) Tenant Selection: the Owner will make the Rental Units available in the following order of priority:
 - (i) Tenants for Non-Market Rental Units must have household incomes below the Household Income Limits at the start of the tenancy;

- (ii) The Owner will first make Rental Units available to eligible tenants who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;
 - (iii) If there are any remaining Non-Market Rental Units not rented by tenants who meet the criteria in Sections 6.1(c)(ii) after the expiry of the one-month advertising period, then the Owner will make such units available to tenants with household incomes below the Household Income Limits; and
 - (iv) In determining whether a tenant has a household income below the Household Income Limits or meets the criteria in Section 6.1(c)(ii), the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- (d) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
 - (e) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
 - (f) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal on an annual basis, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement including, without limitation, the determination of Market Rent for any Dwelling Unit and the determination of eligibility for a Non-Market Rental Unit.
 - (g) During the Term, the Owner will make best efforts to increase the affordability of the Rental Units beyond the requirements of this Agreement, including, but not limited to, pursuing opportunities for funding, grants and favourable financing.

7. DEFAULT AND REMEDIES

- 7.1 The City may, acting reasonably, give to the Owner a written notice (in this section 7.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

- 7.2 If the default is in respect of the amount of rent being charged for Non-Market Rental Units and is not corrected within the time specified or so soon thereafter as is feasible in the circumstances, the Owner will pay to the City on demand by the City 200 percent of the difference between current Market Rent, as determined by a third-party appraiser, and Affordable Rent for each Non-Market Rental Unit in default for the default year and each year following until the default is remedied. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund. The City agrees that this remedy may be waived in circumstances where the overcharge was not intentional.
- 7.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 7.4 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest may be irreparable and not susceptible of adequate monetary compensation.
- 7.5 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 7.6 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 7.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

8. LIABILITY

- 8.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
 - (b) the Owner's Ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 8.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal

representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the Ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.

- 8.3 The covenants of the Owner set out in sections 8.1 and 8.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the Ownership by the Owner of the Lands.

9. GENERAL PROVISIONS

- 9.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.

- 9.2 Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

- 9.3 The Owner and the City agree that:

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

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

- 9.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Local Government Act and Section 219 of the Land Title Act and as such will be binding on the Owner.

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

City: The Corporation of the City of North Vancouver
141 West 14th Street
North Vancouver, British Columbia V7M 1H9
Attention: Director, Planning and Development
Email: mepp@cnv.org

The Owner: The Corporation of the City of North Vancouver
141 West 14th Street
North Vancouver, British Columbia V7M 1H9
Attention: Manager, Real Estate
Email: blightfoot@cnv.org

The Lessee: Catalyst Community Developments Society
290 – 1275 Venables Street
Vancouver, British Columbia V6A 2C9
Attention: Luke Harrison
Email: luke@catalystcommdev.org

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

designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

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

10. INTERPRETATION

- 10.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 10.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 10.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 10.4 The words "must" and "will" are to be construed as imperative.
- 10.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 10.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2022, No. 8949".
- 10.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 10.8 This Agreement may be signed in counterparts.

10.9 The Lessee, by signing below, agrees to be bound by the terms of this Agreement once it enters into the Ground Lease and the contemplated Assignment and Assumption Agreement as set out in Section 2.1:

CATALYST COMMUNITY DEVELOPMENTS SOCIETY by its authorized signatory(ies):

Authorized Signatory

Authorized Signatory

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