



**AGENDA FOR THE SPECIAL REGULAR MEETING OF COUNCIL
HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14TH
STREET, NORTH VANCOUVER, BC, ON **MONDAY, OCTOBER 3,
2022 AT 8:30 AM****

Complete Agenda Package available at www.cnv.org/CouncilMeetings

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

CALL TO ORDER

APPROVAL OF AGENDA

1. Special Regular Council Meeting Agenda, October 3, 2022

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, September 26, 2022

CONSENT AGENDA

Items *3, *4, *5, *6, *7, *8, *9 and *10 are listed in the Consent Agenda and may be considered separately or in one motion.

RECOMMENDATION:

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

START OF CONSENT AGENDA

BYLAWS – ADOPTION

- *3. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8898”
(124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8898”
(124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

- *4. “Housing Agreement Bylaw, 2022, No. 8899” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2022, No. 8899” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8912” (Mehrdad Rahbar / Vernacular Studio Inc., 1357 Jones Avenue, RS-2)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8912” (Mehrdad Rahbar / Vernacular Studio Inc., 1357 Jones Avenue, RS-2) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *6. “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 adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *7. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8934” (Mehrdad Rahbar / Vernacular Design Corp., 646 East 4th Street, RS-2)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8934” (Mehrdad Rahbar / Vernacular Design Corp., 646 East 4th Street, RS-2) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

- *8. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8936”
(James Stobie / Synthesis Design, 245 East 10th Street, CD-757)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8936”
(James Stobie / Synthesis Design, 245 East 10th Street, CD-757) be adopted,
signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *9. “Heritage Designation Bylaw, 2022, No. 8937” (James Stobie / Synthesis Design
Inc., 245 East 10th Street)

RECOMMENDATION:

THAT “Heritage Designation Bylaw, 2022, No. 8937” (James Stobie / Synthesis
Design Inc., 245 East 10th Street) be adopted, signed by the Mayor and
Corporate Officer and affixed with the corporate seal.

- *10. “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 adopted, signed by the Mayor and Corporate Officer and
affixed with the corporate seal.

END OF CONSENT AGENDA

ADJOURN

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MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON **MONDAY, SEPTEMBER 26, 2022**

PRESENT

COUNCIL MEMBERS

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

STAFF MEMBERS

L. McCarthy, CAO
K. Graham, Corporate Officer
C. Baird, Deputy Corporate Officer
J. Peters, Assistant City Clerk
B. Pearce, Deputy CAO / Director, Strategic and Corporate Services
R. Skene, Deputy Director, Strategic and Corporate Services
H. Granger, City Solicitor
B. Lightfoot, Manager, Real Estate
L. Sawrenko, Chief Financial Officer
D. Van Heerden, Manager, Financial Planning
M. Epp, Director, Planning and Development
J. Draper, Deputy Director, Planning and Development
M. Friesen, Manager, Environmental Sustainability
D. Johnson, Planner
E. Chow, Planner
K. Magnusson, Director, Engineering, Parks and Environment
P. Purewal, Acting Director, Community and Partner Engagement

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

APPROVAL OF AGENDA

Moved by Councillor Back, seconded by Councillor Girard

1. THAT the Regular Agenda of September 26, 2022 be amended by adding Item 20 – New Business – “St. Andrews Avenue – Follow-Up”;

AND THAT the Agenda, as amended, be approved.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Moved by Councillor McIlroy, seconded by Councillor Bell

2. Regular Council Meeting Minutes, July 25, 2022

CARRIED UNANIMOUSLY

Moved by Councillor McIlroy, seconded by Councillor Bell

3. Special Regular Council Meeting Minutes, September 15, 2022

CARRIED UNANIMOUSLY

PROCLAMATIONS

Mayor Buchanan declared the following proclamations:

North Shore Culture Days – September 23 to October 16, 2022 – read by Councillor Girard

International Day of Older Persons – October 1, 2022 – read by Councillor Bell

Breastfeeding Week – October 1 to 7, 2022 – read by Councillor Hu

Truth and Reconciliation Week and Truth and Reconciliation Day – September 26 to 30, 2022 and September 30, 2022 – read by Mayor Buchanan

PUBLIC INPUT PERIOD

Moved by Councillor Valente, seconded by Councillor Girard

THAT the Public Input Period be extended to hear more than 5 speakers listed on the sign-up sheet.

CARRIED UNANIMOUSLY

- Carolyn Langton, 352 East 8th Street, North Vancouver, spoke regarding St. Andrews safety.
- Charles Taylor, 721 St. Andrews Avenue, North Vancouver, spoke regarding St. Andrews safety.
- Wendy Nielsen, 725 St. Andrews Avenue, North Vancouver, spoke regarding St. Andrews safety.
- Kathy Tixier, 251 East 8th Street, North Vancouver, spoke regarding St. Andrews safety.
- Shervin Shahriari, 337 West 16th Street, North Vancouver, spoke regarding St. Andrews safety.
- Stewart Beck, 248 East 10th Street, North Vancouver, spoke regarding St. Andrews safety.

CONSENT AGENDA

Moved by Councillor Girard, seconded by Councillor Bell

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

CARRIED UNANIMOUSLY

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)

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

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

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

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

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

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

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

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

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

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

Moved by Councillor Girard, seconded by Councillor Bell

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.

(CARRIED UNANIMOUSLY)

CORRESPONDENCE

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

Re: Metro Vancouver – Board in Brief

Moved by Councillor Girard, seconded by Councillor Bell

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

(CARRIED UNANIMOUSLY)

REPORT

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

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

Moved by Councillor Girard, seconded by Councillor Bell

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”.

(CARRIED UNANIMOUSLY)

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)

Moved by Councillor Girard, seconded by Councillor McIlroy

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.

CARRIED UNANIMOUSLY

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)

Moved by Councillor Bell, seconded by Councillor McIlroy

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.

CARRIED UNANIMOUSLY

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

Moved by Councillor Bell, seconded by Councillor McIlroy

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.

CARRIED UNANIMOUSLY

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)

Moved by Councillor Girard, seconded by Councillor McIlroy

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8921” (Polygon Development 338 Ltd. / IBI Group Architects, 114-132 West 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.

CARRIED

Councillor Bell is recorded as voting contrary to the motion.

REPORT

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

Report: Manager, Real Estate, September 7, 2022

Moved by Councillor Bell, seconded by Councillor Girard

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.

CARRIED UNANIMOUSLY

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)

Moved by Councillor Bell, seconded by Councillor Girard

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 and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Bell, seconded by Councillor Girard

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 third reading.

CARRIED UNANIMOUSLY

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

Moved by Councillor Girard, seconded by Councillor McIlroy

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.

CARRIED UNANIMOUSLY

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)

Moved by Councillor Girard, seconded by Councillor McIlroy

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 and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Girard, seconded by Councillor McIlroy

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 third reading.

CARRIED UNANIMOUSLY

PUBLIC CLARIFICATION PERIOD

Mayor Buchanan declared a recess at 6:55 pm for the Public Clarification Period and reconvened the meeting immediately after.

COUNCIL INQUIRIES / REPORTS

Nil.

NEW ITEMS OF BUSINESS

20. St. Andrews Avenue – Follow-Up

Verbal Report: Mayor Buchanan, September 26, 2022

Council asked questions of staff and the Director, Engineering, Parks and Environment responded.

NOTICES OF MOTION

Nil.

RECESS TO CLOSED SESSION

Moved by Councillor Back, seconded by Councillor McIlroy

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].

CARRIED UNANIMOUSLY

The meeting recessed to the Committee of the Whole, Closed Session, at 7:54 pm and reconvened at 8:27 pm.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

21. Site Selection for Sewer Heat Recovery Facility – Grant Application
– File: 11-5210-01-0001/2022

Report: Director, Engineering, Parks and Environment, and Deputy Director,
Lonsdale Energy Corp., September 15, 2022

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Director, Engineering, Parks and Environment, and the Deputy Director, Lonsdale Energy Corp., dated September 15, 2022, entitled “Site Selection for Sewer Heat Recovery Facility – Grant Application”:

THAT staff be directed to update the CleanBC Communities Fund grant application to identify the selected project site for the Sewer Heat Recovery Facility Project as a portion of 720 West 2nd Street and inform CleanBC Communities Fund of this decision;

THAT, subject to a successful CleanBC Communities Fund grant application, Council authorize the Manager, Real Estate, to negotiate and enter into a lease agreement between the City and Lonsdale Energy Corp. for the use of the identified site, for a term of the earlier of 50 years or the life of the building, at a nominal rate of \$10, with the City having the right to perform periodic rent reviews in the future;

Continued...

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

21. Site Selection for Sewer Heat Recovery Facility – Grant Application
– File: 11-5210-01-0001/2022 – Continued

THAT the Mayor and Corporate Officer be authorized to execute the lease agreement and any other documentation to give effect to the motion;

THAT, subject to a successful CleanBC Communities Fund grant application, notices of disposition and financial assistance to Lonsdale Energy Corp. under its Partnering Agreement with the City be published pursuant to Sections 24, 26, and 94 of the *Community Charter*;

AND THAT the report of the Director, Engineering, Parks and Environment, and the Deputy Director, Lonsdale Energy Corp., dated September 15, 2022, entitled “Site Selection for Sewer Heat Recovery Facility – Grant Application”, remain in the Closed session.

CARRIED UNANIMOUSLY

22. Information Privacy – File: 11-5500-06-0001/1

Report: Manager, Finance, Lonsdale Energy Corp., September 14, 2022

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Manager, Finance, Lonsdale Energy Corp., dated September 14, 2022, regarding an information privacy matter:

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

AND THAT the wording of the recommendation and the report of the Manager, Finance, Lonsdale Energy Corp., dated September 14, 2022, remain in the Closed Session.

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor McIlroy, seconded by Councillor Back

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 8:28 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8898

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. 8898**” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746).
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-746 (Comprehensive Development 746 Zone):

Lots	Block	D.L.	Plan	
24 of Lots 2 and 3	6	5448	1241	from RM-1

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
 - A. Adding the following section to Section 1100, thereof, after the designation “CD-745 Comprehensive Development 745 Zone”:

“CD-746 Comprehensive Development 746 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-745 Comprehensive Development 745 Zone”:

“CD-746 Comprehensive Development 746 Zone”

In the CD-746 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 on the Lot shall be limited to:
 - (a) Rental Apartment Residential Use;
 - i. Accessory Home Office Use;
 - ii. Accessory Off-Street Parking Use;
- (2) Gross Floor Area;
 - (a) The Principal Building shall not exceed a Gross Floor Area of 1.0 times the Lot Area, provided that this amount may be increased to a maximum of 1.60 times the Lot Area through the provision of Adaptable Design subject to Section 423;

- (b) Notwithstanding 2(a), the maximum Gross Floor Area may be further increased upon entering into a Housing Agreement with the City, from the “Base Density” to the “Total Density” as follows:

BASE DENSITY			
OCP Schedule ‘A’		1.60 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE
100% Rental Housing	Secured rental apartment building, of which 6 units are mid-market	1.0 FSR	OCP Section 2.2
TOTAL DENSITY		2.60 FSR	

- (3) Height:
- (a) The Principal Building shall not exceed a Height of six storeys to the top of the main roof line and no more than 19.12 meters (62.7 feet) as measured from the average building grade along the North property line;
- (b) Notwithstanding 3(a), the maximum building height may be further increased to permit a rooftop elevator lobby and stairways up to a maximum of 22.2 meters (72.7 feet) from the average building grade along the North property line;
- (4) The minimum required Principal Building setback, measured to each building face, shall be limited to:
- (a) 5.94 meters (19.5 feet) from the Front Property Line (West 20th Street);
- (b) 3.51 meters (11.5 feet) from the Interior Side Lot Lines;
- (5) Section 906(4)(d) Parking Space access directly from Lane shall not apply;

(6) Section 510(3) Building Width and Length shall not apply.

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

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

APPROVED pursuant to section 52(3)(a) of the *Transportation Act* on the 20th 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. 8899

A Bylaw to enter into a Housing Agreement (124 West 20th 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. 8899**” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746, 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 124 20th Street Holdings Ltd. Inc. No. BC1081725 with respect to the lands referenced as 124 West 20th Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8898” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746).
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 13th day of June, 2022.

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

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

124 20TH STREET HOLDINGS LTD. INC. NO. BC1081725
#102 2455 Dollarton Highway
North Vancouver, British Columbia,
V7H 0A2

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;
- D. Section 483 of the Act permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged.
- E. The City has enacted a bylaw authorizing this Agreement.
- F. The Owner and the City wish to enter into this Agreement pursuant to Section 219 of the *Land Title Act* and section 483 of the Act.

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

1. DEFINITIONS

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

Parcel Identifier: 014-912-261
Lot 24 of Lots 2 and 3
Block 6
District Lot 548
Plan 1241;
- (j) “**Mid-Market Rental Units**” means the 6 Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) “**Market Rental Units**” means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (l) “**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 57 Dwelling Units, of which 51 Dwelling Units will be Market Rental Units and 6 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. 8898”; 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, 2022, No. 8899” (124 20th Street Holdings Ltd. Inc. No. BC1081725 / RLA Architects, 124 West 20th Street, CD-746, Rental Housing Commitments), (the “**Commencement Date**”) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the “**Term**”).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. SECTION 219 COVENANT

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

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

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 7 three-bedroom units, 22 two-bedroom units, 23 one-bedroom units and 5 studio units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The six Mid-Market Rental Units shall be provided in the following unit mix: 1 studio unit, 2 one-bedroom units, 2 two-bedroom units, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the six Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year tenancy agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
 - (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - (b) Advertisement: 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 and Development

The Owner: 124 20th Street Holdings Ltd.
#102 2455 Dollarton Highway
North Vancouver, British Columbia,
V7H 0A2

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, 2022, No. 8899”.
- 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.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8912

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. 8912**” (Mehrdad Rahbar / Vernacular Studio Inc., 1357 Jones Avenue, 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	
B	65	271	750	from RS-1

READ a first time on the 20th day of June, 2022.

READ a second time on the 20th day of June, 2022.

READ a third time on the 20th 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. 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 26th day of September, 2022.

READ a second time on the 26th day of September, 2022.

READ a third time on the 26th day of September, 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

0 5 10 20 30 40m
 THE INTENDED PLOT SIZE OF THIS PLAN IS
 432 mm IN HEIGHT BY 565 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
- GO DENOTES CALCULATED
- W1 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

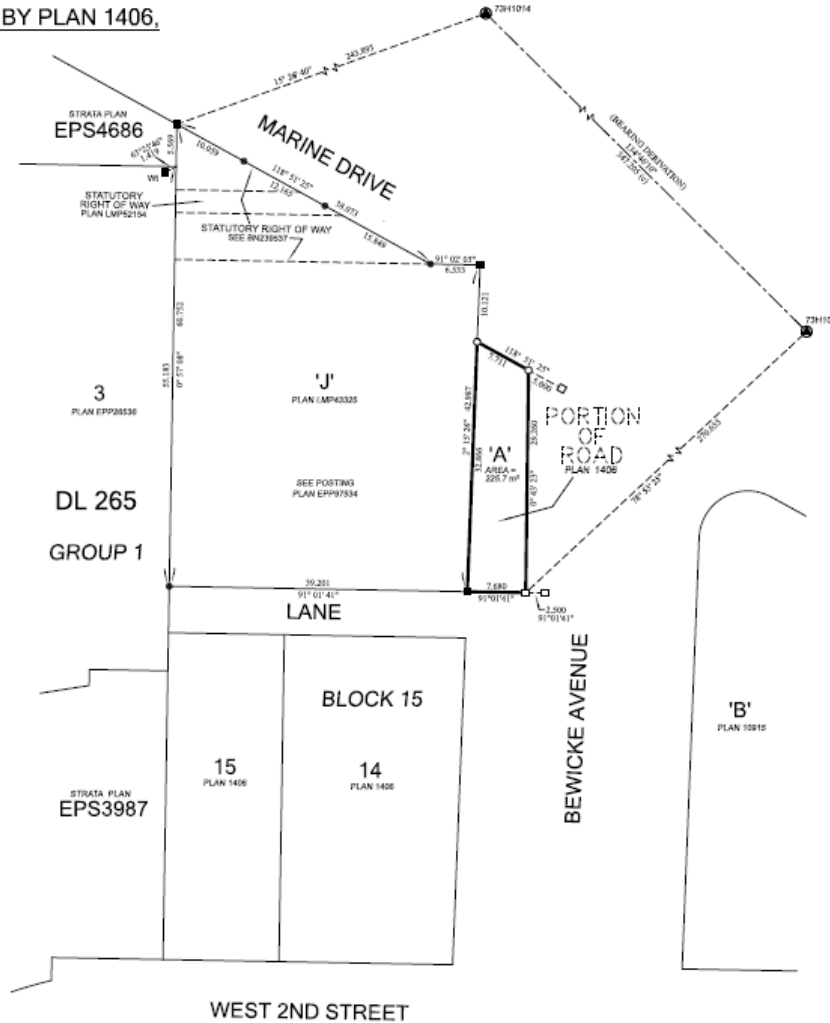
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
 UNLESS OTHERWISE SPECIFIED

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 MASCO 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, (R.C.S. 921)



UTM COORDINATES			
DATUM: NAD83(CSRS) 4.0.0.BC.1.MVRD, UTM ZONE 10			
MARKER	NORTHING	EASTING	ABSOLUTE ACCURACY (ESTIMATED)
73H1014	5463285.301	483353.065	0.02 METRES
73H1017	5463040.638	483609.463	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: 604-985-5264
 EMAIL: admin@hwsurveyors.com

FR 2928 a-29-32 M421-08 NVC

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8934

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. 8934**” (Mehrdad Rahbar / Vernacular Design Corp., 646 East 4th 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	
17	18	273	1063	from RS-1

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. 8936

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. 8936**” (James Stobie / Synthesis Design, 245 East 10th Street, CD-757).
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-757 (Comprehensive Development 757 Zone):

Lots	Block	D.L.	Plan	
6	97	274 and 549	1833	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-756 Comprehensive Development 756 Zone”:
“CD-757 Comprehensive Development 757 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-756 Comprehensive Development 756 Zone”:
“CD-757 Comprehensive Development 757 Zone”

In the CD-757 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RT-2 Zone, except that:

- (1) Two Principal Buildings shall be permitted on one Lot;
- (2) The permitted Principal Use on the Lot shall be limited to:
 - (a) One Dwelling Unit in the Northernmost Building (heritage house);
 - (b) Two Dwelling Units in the Southernmost Building (infill dwellings);
- (3) The Principal Buildings shall not exceed a combined Lot Coverage of 42 percent;
- (4) The Principal Buildings shall not exceed a combined Gross Floor Area of 0.73 times the Lot Area. For purposes of CD-757 the following area shall be excluded from Gross Floor Area calculations:

- (a) Basement to a maximum 139.98 sq. m (1,496 sq. ft.) of the Southernmost Building;
- (5) Section 507(2) Open Site Space shall be waived;
- (6) The Principal Buildings shall be sited as follows:
 - (a) The Northernmost Building (heritage house) shall be not less than:
 - i. 4.6 metres (15 feet) from the Front Lot Line;
 - ii. 22.1 metres (72.5 feet) from the Rear Lot Line; with a siting exception for a deck maximum of 1.5 metres (5.0 feet) into the Rear yard setback;
 - iii. 4.2 metres (13.7 feet) from the east Interior Lot Line;
 - iv. 3.5 metres (11.6 feet) from the west Interior Side Lot Line;
 - (b) The Southernmost Building (infill dwellings) shall be not less than:
 - i. 27.0 metres (89 feet) from the Front Lot Line;
 - ii. 2.0 metres (6.5 feet) from the Rear Lot Line;
 - iii. 1.22 metres (4.00 feet) from the west Interior Side Lot Line;
 - iv. 1.22 metres (4.00 feet) from the east Interior Side Lot Line;
- (7) The Northernmost Building (heritage house) shall not exceed a maximum geodetic height of 103.1 meters (338 ft.);
- (8) The Southernmost Building (infill dwellings) shall not exceed a maximum geodetic height of 99.0 meters (324.8 ft.);
- (9) The minimum number of accessory off-street Parking Spaces provided shall be 2 parking stalls;
- (10) Every unit shall have access to 2 Bicycle Parking Spaces and a total of 6 Bicycle Parking Spaces shall be provided;
- (11) Garbage and Recycling shall be screened on all sides and shall not be located in required Emergency Access Pathways, driveways, or Parking Spaces;

- (12) All exterior finishes, design and landscaping shall be approved by the Heritage Advisory Commission.

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 18th day of July, 2022.

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

MAYOR

CORPORATE OFFICER

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8937

A Bylaw to Designate a Municipal Heritage Site

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 “**Heritage Designation Bylaw, 2022, No. 8937**” (James Stobie / Synthesis Design Inc., 245 East 10th Street).
2. Pursuant to the *Local Government Act*, the following lands, buildings and structures are, in their entirety, designated as a Municipal Heritage Site:

Street Address: 245 East 10th Street

Common Name / Description: Gowan Residence

Legal Description: Lot 6 Block 97 D.L 274 and 549 Plan 1833

3. Pursuant to the *Local Government Act*, this bylaw requires adherence to the City of North Vancouver’s “Heritage Conservation Procedures Bylaw, 2013, No. 8292”.

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 18th day of July, 2022.

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

MAYOR

CORPORATE OFFICER

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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 26th day of September, 2022.

READ a second time on the 26th day of September, 2022.

READ a third time on the 26th day of September, 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.