



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, APRIL 8, 2024 AT 6:00 PM

Watch Livestream at cnv.org/LiveStreaming
View complete Agenda Package at cnv.org/CouncilMeetings

The City of North Vancouver respectfully acknowledges that this Council meeting is held on the traditional and unceded territories of the Skwxwú7mesh (Squamish) and Səlílwətał (Tsleil-Waututh) Nations.

CALL TO ORDER

APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, April 8, 2024

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, March 11, 2024
3. Special Council Meeting Minutes, March 22, 2024

PROCLAMATION

Autism Acceptance Month – April 2024

PUBLIC INPUT PERIOD

CONSENT AGENDA

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

CORRESPONDENCE

- *4. Board in Brief – Metro Vancouver Regional District, March 22, 2024

BYLAWS – ADOPTION

- *5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8957” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759)
- *6. “Housing Agreement Bylaw, 2023, No. 8958” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759, Rental Housing Commitments)
- *7. “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments)

REPORT

- *8. UBCM Community Emergency Preparedness Fund Grant Application – Emergency Support Services Equipment and Training

DELEGATION

Melody Moheb, Director of Public Relations, Igor Bjelac, Director, Ali Haeri, Treasurer, and Reihaneh Mirjani, Vice President, Immigrant Link Centre Society – Increasing Food Security through Zero Food Waste

CORRESPONDENCE

- 9. Melody Moheb, Director of Public Relations, Immigrant Link Centre Society – Increasing Food Security through Zero Food Waste

REPORTS

- 10. 2024 Property Tax Increase Distribution Options
- 11. Provincial Electric Kick Scooter Pilot Project Extension

BYLAW – FIRST, SECOND AND THIRD READINGS

- 12. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022” (Electric Kick Scooter Pilot)

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, April 8, 2024

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3. Special Council Meeting Minutes, March 22, 2024

PROCLAMATION

Autism Acceptance Month – April 2024

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 may only speak on the same matter once in a 3-month period.

Speakers during the Public Input Period are permitted to join the meeting in person in the Council Chamber or electronically via Webex. There are 2 ways to sign up to speak during the Public Input Period.

- 1) **IN PERSON:** Speakers who choose to participate in person must sign the speaker list located outside the Council Chamber between 5:30 and 5:50pm on the day of the Council meeting.
- 2) **ELECTRONICALLY VIA WEBEX:** 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. These pre-registrants will receive instructions by email or phone on the afternoon before 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 provides an opportunity for comment only and places the speaker’s concern on record, without the expectation of a response from Council. Speakers must comply with the General Rules of Conduct set out in section 5.1 of “Council Procedure Bylaw, 2015, No. 8500” and may not speak with respect to items as listed in section 12.25(2).

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

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

CONSENT AGENDA

Items *4, *5, *6, *7 and *8 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

CORRESPONDENCE

- *4. Board in Brief, Metro Vancouver Regional District, March 22, 2024
– File: 01-0400-60-0006/2024

Re: Metro Vancouver – Board in Brief

RECOMMENDATION:

THAT the correspondence from Metro Vancouver, dated March 22, 2024, regarding the “Metro Vancouver – Board in Brief”, be received and filed.

BYLAWS – ADOPTION

- *5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8957” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759)

RECOMMENDATION:

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8957” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- *6. “Housing Agreement Bylaw, 2023, No. 8958” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2023, No. 8958” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

- *7. “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments)

RECOMMENDATION:

THAT “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

REPORT

- *8. UBCM Community Emergency Preparedness Fund Grant Application – Emergency Support Services Equipment and Training – File: 01-0360-20-0057/2024

Report: Director, North Shore Emergency Management, March 22, 2024

RECOMMENDATION:

PURSUANT to the report of the Director, North Shore Emergency Management, dated March 22, 2024, entitled “UBCM Community Emergency Preparedness Fund Grant Application – Emergency Support Services Equipment and Training”:

THAT the application submitted to the UBCM Community Emergency Preparedness Fund (CEPF) under the stream of “2024 Emergency Support Services Equipment and Training” for the “Modernizing Emergency Support Services (ESS) on the North Shore under Emergency and Disaster Management Act (EDMA)” project in the amount of \$120,000.00 be endorsed;

AND THAT the District of North Vancouver, in partnership with North Shore Emergency Management (NSEM), be authorized to manage the project and funds.

END OF CONSENT AGENDA

DELEGATION

Melody Moheb, Director of Public Relations, Igor Bjelac, Director, Ali Haeri, Treasurer, and Reihaneh Mirjani, Vice President, Immigrant Link Centre Society

Re: Increasing Food Security through Zero Food Waste

Item 9 refers.

CORRESPONDENCE

9. Melody Moheb, Director of Public Relations, Immigrant Link Centre Society, October 30, 2023 – File: 01-0230-01-0001/2024

Re: Increasing Food Security through Zero Food Waste

RECOMMENDATION:

THAT the correspondence from Melody Moheb, Director of Public Relations, Immigrant Link Centre Society, dated October 30, 2023, regarding “Increasing Food Security through Zero Food Waste”, be received for information.

REPORTS

10. 2024 Property Tax Increase Distribution Options – File: 05-1970-05-0005/2024

Report: Chief Financial Officer, March 27, 2024

RECOMMENDATION:

PURSUANT to the report of the Chief Financial Officer, dated March 27, 2024, entitled “2024 Property Tax Increase Distribution Options”:

THAT an across the board 2024 Property Tax Increase of 6.9% be endorsed;

AND THAT staff bring forward a Tax Rate Bylaw (2024) that must be adopted before May 15, 2024 in accordance with the *Community Charter*.

11. Provincial Electric Kick Scooter Pilot Project Extension – File: 16-8330-05-0001/1

Report: North Shore Mobility Options Coordinator, March 27, 2024

RECOMMENDATION:

PURSUANT to the report of the North Shore Mobility Options Coordinator, dated March 27, 2024, entitled “Provincial Electric Kick Scooter Pilot Project Extension”:

THAT the City of North Vancouver’s participation in the Provincial Electric Kick Scooter Pilot Project be continued from April 2024 to April 2028;

AND THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022” (Electric Kick Scooter Pilot) be given first, second and third readings.

Item 12 refers.

BYLAW – FIRST, SECOND AND THIRD READINGS

12. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022”
(Electric Kick Scooter Pilot)

RECOMMENDATION:

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022” (Electric Kick Scooter Pilot) be given first and second readings;

AND THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022” (Electric Kick Scooter Pilot) be given third reading.

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*, Section 90(1)(k) [proposed service], and where required, Council considers that the matters could reasonably be expected to harm the interests of the City if they were held in public.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

ADJOURN

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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, MARCH 11, 2024**

PRESENT

COUNCIL MEMBERS

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

ABSENT

Councillor A. Girard

STAFF MEMBERS

L. McCarthy, CAO
B. Pearce, Deputy CAO
K. Graham, Corporate Officer
P. DeJong, Acting Corporate Officer
J. Peters, Manager, Legislative and Election Services
L. Sawrenko, Chief Financial Officer
D. Van Heerden, Manager, Financial Planning
H. Granger, City Solicitor
K. Magnusson, Director, Engineering, Parks and Environment
B. Willock, Deputy Director, Infrastructure Management
D. Hutch, Deputy Director, Parks and Public Spaces
M. Kwaterska, Manager, Shipyards and Waterfront
S. Galloway, Director, Planning and Development
R. Basi, Acting Deputy Director, Planning and Development
R. de St. Croix, Manager, Long Range and Community Planning
M. Friesen, Acting Manager, Development Planning
M. Menzel, Development Planner
L. Mulleder, Development Planner
R. Skene, Deputy Director, Civic Development & Strategic Initiatives
C. Stevens, Manager, Strategic Initiatives
G. Schalk, Public Safety Director and Fire Chief
E. Doran, Director, People and Culture
A. Gibbs, Senior Manager, Communications and Engagement
S. Peters, Senior Manager, Information Technology
C. Thompson, Senior Manager, Police Support Services
H. Turner, Director, Recreation and Culture, NVRC
D. Koep, Chief Librarian, NVCL
S. Friesen, Administrative Coordinator

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

APPROVAL OF AGENDA

Moved by Councillor Valente, seconded by Councillor McIlroy

1. Regular Council Meeting Agenda, March 11, 2024

CARRIED UNANIMOUSLY

R2024-03-11/1

ADOPTION OF MINUTES

Moved by Councillor Shahriari, seconded by Councillor Valente

2. Regular Council Meeting Minutes, March 4, 2024

CARRIED UNANIMOUSLY

R2024-03-11/2

PROCLAMATIONS

Mayor Buchanan declared the following proclamations:

Nowruz – March 19, 2024 – read by Councillor Shahriari

World Down Syndrome Day – March 21, 2024

Green Shirt Day – April 7, 2024

PUBLIC INPUT PERIOD

- Margaret Benson, North Vancouver, spoke regarding the Green Shirt Day proclamation and the importance of organ donation.

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

CORRESPONDENCE

- *3. Board in Brief, Metro Vancouver Regional District, February 23, 2023
– File: 01-0400-60-0006/2023

Re: Metro Vancouver – Board in Brief

Moved by Councillor Bell, seconded by Councillor Back

THAT the correspondence from Metro Vancouver, dated February 23, 2023, regarding the “Metro Vancouver – Board in Brief”, be received and filed.

(CARRIED UNANIMOUSLY BY CONSENT)

R2024-03-11/3

CONSENT AGENDA – Continued

BYLAW – ADOPTION

- *4. “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9020” (Schedule A – Fees and Deposits)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9020” (Schedule A – Fees and Deposits) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY BY CONSENT)

R2024-03-11/4

END OF CONSENT AGENDA

DELEGATION

Joy Hayden, Director of Innovation and Engagement, and Kevin Evans, Co-Vice Chair, Board of Directors and External Relations Committee Chair, Hollyburn Community Services Society

Re: 2023 Activities and Accomplishments

Joy Hayden and Kevin Evans, Hollyburn Community Services Society, provided a PowerPoint presentation regarding “2023 Activities and Accomplishments” and responded to questions of Council.

CORRESPONDENCE

5. Joy Hayden, Director of Innovation and Engagement, Hollyburn Community Services Society, November 28, 2023 – File: 01-0230-20-0064/2024

Re: 2023 Activities and Accomplishments

Moved by Councillor Bell, seconded by Councillor Shahriari

THAT the correspondence from Joy Hayden, Director of Innovation and Engagement, Hollyburn Community Services Society, dated November 28, 2023, regarding the “2023 Activities and Accomplishments”, be received for information.

CARRIED UNANIMOUSLY

R2024-03-11/5

PRESENTATION

2024-2028 Financial Planning Update – Chief Financial Officer

The Chief Financial Officer provided a PowerPoint presentation regarding the “2024-2028 Financial Planning Update” and responded to questions of Council.

REPORTS

6. 2024-2028 Financial Planning Update – File: 05-1700-01-0001/2024

Report: Chief Financial Officer, February 28, 2024

Moved by Councillor McIlroy, seconded by Mayor Buchanan

PURSUANT to the report of the Chief Financial Officer, dated February 28, 2024, entitled “2024-2028 Financial Planning Update”:

THAT the following budgets and plans be endorsed, with an amendment to include 0.5% transfer to capital:

- 2024-2028 Draft Financial Plan;
- 2024 Draft Operating Budget;
- 2024-2028 Draft Capital Plan;
- 2024 Draft Shipyards Budget;
- 2024 Draft Cemetery Budget;

THAT a withdrawal of \$7,973,219 from the Affordable Housing Reserve and transfer to the General Capital Reserve, in exchange for the City of North Vancouver’s contribution of North Shore Neighbourhood House Phase 2 Lands to affordable housing, be endorsed;

AND THAT staff be directed to bring forward a Financial Plan Bylaw (2024 to 2028) that reflects an overall tax rate increase of 7.4%.

DEFEATED

Councillor Back, Councillor Bell, Councillor Shahriari and Councillor Valente are recorded as voting in opposition to the motion.

Moved by Councillor Bell, seconded by Councillor Shahriari

PURSUANT to the report of the Chief Financial Officer, dated February 28, 2024, entitled “2024-2028 Financial Planning Update”:

THAT the following budgets and plans be endorsed:

- 2024-2028 Draft Financial Plan;
- 2024 Draft Operating Budget;
- 2024-2028 Draft Capital Plan;
- 2024 Draft Shipyards Budget;
- 2024 Draft Cemetery Budget;

THAT a withdrawal of \$7,973,219 from the Affordable Housing Reserve and transfer to the General Capital Reserve, in exchange for the City of North Vancouver’s contribution of North Shore Neighbourhood House Phase 2 Lands to affordable housing, be endorsed;

AND THAT staff be directed to bring forward a Financial Plan Bylaw (2024 to 2028) that reflects an overall tax rate increase of 6.9%.

CARRIED
R2024-03-11/6

Councillor McIlroy is recorded as voting in opposition to the motion.

REPORTS – Continued

7. 2024 Early Appropriations #2 – File: 05-1705-30-0019/2024

Report: Chief Financial Officer, February 28, 2024

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Chief Financial Officer, dated February 28, 2024, entitled “2024 Early Appropriations #2”:

THAT (Funding Appropriation #2403) an amount of \$300,000 be appropriated from the General Capital Reserve for the purpose of funding the 2023-2027 Capital Plan;

THAT (Funding Appropriation #2404) an amount of \$100,000 be appropriated from the Fire Equipment Reserve for the purpose of funding the 2023-2027 Capital Plan;

AND THAT should any of the amounts remain unexpended as at December 31, 2027, the unexpended balances shall be returned to the credit of the respective reserves.

CARRIED UNANIMOUSLY

R2024-03-11/7

8. Housing Agreement for 149 West 3rd Street (Anthem Sunshine Developments Ltd.)
– File: 08-3400-20-0022/1

Report: Planner 1, February 28, 2024

Moved by Councillor Valente, seconded by Councillor Back

PURSUANT to the report of the Planner 1, dated February 28, 2024, entitled “Housing Agreement for 149 West 3rd Street (Anthem Sunshine Developments Ltd.)”:

THAT “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments) be considered.

CARRIED UNANIMOUSLY

R2024-03-11/8

BYLAW – FIRST, SECOND AND THIRD READINGS

9. “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments)

Moved by Councillor Valente, seconded by Councillor Back

THAT “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments) be given first and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Valente, seconded by Councillor Back

THAT “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments) be given third reading.

CARRIED UNANIMOUSLY

R2024-03-11/9

Councillor Valente recused himself at 7:50 pm, declaring a potential conflict of interest with his employment in respect of Item 10 – “Preliminary Report – OCP Amendment Application and Master Plan for The Trails Lands (Wall Financial Corporation)”.

REPORTS

10. Preliminary Report – OCP Amendment Application and Master Plan for The Trails Lands (Wall Financial Corporation) – File: 08-3030-20-0346/1

Report: Planner 3, March 6, 2024

Mayor Buchanan declared a recess at 8:07 pm and reconvened the meeting at 8:12 pm.

Moved by Councillor Shahriari, seconded by Councillor Back

PURSUANT to the report of the Planner 3, dated March 6, 2024, entitled “Preliminary Report – OCP Amendment Application and Master Plan for The Trails Lands (Wall Financial Corporation)”:

THAT staff be directed to process the Official Community Plan amendment application for The Trails Lands with Wall Financial Corporation and guide the master planning process, generally in keeping with the form and character of the Moodyville neighbourhood plan and design guidelines.

CARRIED UNANIMOUSLY
(by remaining members present)
R2024-03-11/10

Councillor Valente returned to the meeting at 8:15 pm.

11. Sponsorship Policy – File: 01-0340-50-0001/1

Report: Chief Administrative Officer, March 5, 2024

Moved by Councillor Bell, seconded by Councillor Back

PURSUANT to the report of the Chief Administrative Officer, dated March 5, 2024, entitled “Sponsorship Policy”:

THAT the Sponsorship Policy be approved.

CARRIED UNANIMOUSLY
R2024-03-11/11

REPORTS – Continued

12. Alternative Approval Process Initiation for the North Shore Neighbourhood House and City Parks Loan Authorization Bylaw – File: 09-4250-20-0008/1

Report: Corporate Officer, February 28, 2024

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Corporate Officer, dated February 28, 2024 entitled “Alternative Approval Process Initiation for the North Shore Neighbourhood House and City Parks Loan Authorization Bylaw”:

THAT an Alternative Approval Process be initiated for the “North Shore Neighbourhood House and City Parks Loan Authorization Bylaw, 2024, No. 9006”;

THAT a fair determination of the total number of eligible electors of the City of North Vancouver to which the Alternative Approval Process applies is 42,325 (City-wide) and that the 10% threshold be set at 4,233;

THAT a report be made available to the public respecting the basis on which a fair determination of the total number of electors of the area to which the approval process applies was derived in accordance with Section 86 of the *Community Charter*;

THAT the Alternative Approval Process Response Forms for Resident Electors (Attachment #2) and Non-Resident Electors (Attachment #3) be approved;

THAT Notice of the Alternative Approval Process be published, such that the second publication is at least 30 days before the deadline for receiving elector responses, in accordance with Section 86 of the *Community Charter*;

THAT the deadline for receiving elector responses shall be 5:00 pm on April 22, 2024;

AND THAT the Acting Corporate Officer and Deputy Corporate Officer be authorized to receive, determine and certify electoral response forms on behalf of the Corporate Officer.

CARRIED UNANIMOUSLY

R2024-03-11/12

PUBLIC CLARIFICATION PERIOD

Nil.

COUNCIL INQUIRIES / REPORTS

Nil.

NEW ITEMS OF BUSINESS

Nil.

NOTICES OF MOTION

Nil.

RECESS TO CLOSED SESSION

Moved by Councillor Back, seconded by Councillor Valente

THAT Council recess to the Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Sections 90(1)(e) [land matter], 90(1)(g) [legal matter], 90(1)(j) [information privacy] and 90(1)(k) [contract negotiations/proposed service], and where required, Council considers that the matters could reasonably be expected to harm the interests of the City if they were held in public.

CARRIED UNANIMOUSLY

The meeting recessed to the Committee of the Whole, Closed Session, at 8:23 pm and reconvened at 10:06 pm.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

Moved by Councillor McIlroy, seconded by Councillor Bell

THAT the following items from the Committee of the Whole (Closed Session), of March 11, 2024, be ratified:

13. The Hub North Shore Neighbourhood House Phase 2 – Allen Residence (204 East 1st Street) Next Steps – File: 02-0800-30-0022/1

Report: Deputy Director, Strategic Initiatives and Civic Development,
February 21, 2024

PURSUANT to the report of the Deputy Director, Strategic Initiatives and Civic Development, dated February 21, 2024, entitled “The Hub North Shore Neighbourhood House Phase 2 – Allen Residence (204 East 1st Street) Next Steps”:

THAT staff be directed to proceed with a Request for Expressions of Interest for the Allen Residence (204 East 1st Street) seeking proposals to purchase and relocate the Allen Residence in order to facilitate Phase 2 of the North Shore Neighbourhood House Redevelopment Project;

THAT, should the Request for Expressions of Interest not be successful, staff be directed to proceed with demolition of the Allen Residence (204 East 1st Street);

THAT the Allen Residence be referred to the Derek Inman Park planning process for commemoration;

AND THAT the report of the Deputy Director, Strategic Initiatives and Civic Development, dated February 21, 2024, entitled “The Hub North Shore Neighbourhood House Phase 2 – Allen Residence (204 East 1st Street) Next Steps”, remain in the Closed session.

R2024-03-11/13

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

14. Contract Negotiations / Proposed Service – File: 13-6740-01-0001/2024

Report: Deputy Director, Parks and Public Spaces, February 28, 2024

PURSUANT to the report of the Deputy Director, Parks and Public Spaces, dated February 28, 2024, regarding contract negotiations and proposed service:

THAT the wording of the resolution and the report of the Deputy Director, Parks and Public Spaces, dated February 28, 2024, remain in the Closed session.

R2024-03-11/14

15. Contract Negotiations / Proposed Service – File: 13-6740-01-0001/2024

Report: Manager, The Shipyards and Waterfront, March 5, 2024

PURSUANT to the report of the Manager, The Shipyards and Waterfront, dated March 5, 2024, regarding contract negotiations and proposed service:

THAT the wording of the resolution and the report of the Manager, The Shipyards and Waterfront, dated March 5, 2024, remain in the Closed session.

R2024-03-11/15

16. Land Matter – File: 09-3710-20-0001/1

Report: Acting Deputy Director, Planning and Development, and Manager, Long Range and Community Planning, March 1, 2024

PURSUANT to the report of the Acting Deputy Director, Planning and Development, and Manager, Long Range and Community Planning, dated March 1, 2024, regarding a land matter:

THAT the wording of the resolution and the report of the Acting Deputy Director, Planning and Development, and Manager, Long Range and Community Planning, dated March 1, 2024, remain in the Closed session.

R2024-03-11/16

17. Legal Matter / Information Privacy – File: 13-6410-01-0001/2024

Report: Manager, Economic Development, and Manager, Long-Range and Community Planning, March 11, 2024

PURSUANT to the report of the Manager, Economic Development, and Manager, Long-Range and Community Planning, dated March 11, 2024, regarding a legal matter and information privacy:

THAT the wording of the resolution and the report of the Manager, Economic Development, and Manager, Long-Range and Community Planning, dated March 11, 2024, remain in the Closed session.

R2024-03-11/17

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

18. Land Matter – File: 12-6120-05-0002/1

Report: Corporate Officer, March 6, 2024

PURSUANT to the report of the Corporate Officer, dated March 6, 2024, regarding a land matter:

THAT the wording of the resolution and the report of the Corporate Officer, dated March 6, 2024, remain in the Closed session.

R2024-03-11/18

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Back, seconded by Councillor Shahriari

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 10:07 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER



MINUTES OF THE SPECIAL MEETING OF COUNCIL HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON **FRIDAY, MARCH 22, 2024**

PRESENT

COUNCIL MEMBERS

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

STAFF MEMBERS

L. McCarthy, CAO
B. Pearce, Deputy CAO
P. DeJong, Acting Corporate Officer
K. Graham, Corporate Officer

The meeting was called to order at 2:31 pm.

APPROVAL OF AGENDA

Moved by Councillor Bell, seconded by Councillor Back

1. Special Council Meeting Agenda, March 22, 2024

CARRIED UNANIMOUSLY

R2024-03-22/1

REPORT

2. *Emergency and Disaster Management Act* Implementation – Indigenous Engagement Requirements Funding Program – File: 01-0360-20-0057/2024

Report: Deputy Director, Real Estate and Economic Development, and Public Safety Director and Fire Chief, March 19, 2024

Moved by Councillor Bell, seconded by Councillor Girard

PURSUANT to the report of the Deputy Director, Real Estate and Economic Development, and the Public Safety Director and Fire Chief, dated March 19, 2024, entitled "*Emergency and Disaster Management Act* Implementation – Indigenous Engagement Requirements Funding Program":

THAT the City enter into, and the Chief Administrative Officer be authorized to execute, a Contribution Agreement with the Province of British Columbia to enable the Province to contribute, and the City to receive, \$40,000 in Provincial funding to support the City's implementation of the Indigenous Engagement Requirements under the *Emergency and Disaster Management Act*,

AND THAT the District of North Vancouver, in partnership with North Shore Emergency Management, be authorized to administer the project and funds.

CARRIED UNANIMOUSLY

R2024-03-22/2

RECESS TO CLOSED SESSION

Moved by Councillor Valente, seconded by Councillor Back

THAT Council recess to the Special Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Section 90(2)(b) [intergovernmental relations], and where required, Council considers that the matters could reasonably be expected to harm the interests of the City if they were held in public.

CARRIED UNANIMOUSLY

The meeting recessed to the Special Committee of the Whole, Closed Session, at 2:35 pm and reconvened at 3:50 pm.

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

Moved by Councillor Back, seconded by Councillor McIlroy

THAT the following items from the Special Committee of the Whole (Closed Session), of March 22, 2024, be ratified:

3. Intergovernmental Relations – File: 16-8330-08-0006/1

Report: Manager, Public Realm Infrastructure, March 20, 2024

PURSUANT to the report of the Manager, Public Realm Infrastructure, dated March 20, 2024, regarding intergovernmental relations:

THAT the wording of the resolution and the report of the Manager, Public Realm Infrastructure, dated March 20, 2024, remain in the Closed session.

R2024-03-22/3

4. Intergovernmental Relations – File: 01-0400-60-0006/2024

Verbal Report: Chief Administrative Officer, March 22, 2024

PURSUANT to the verbal report of the Chief Administrative Officer, dated March 22, 2024, regarding intergovernmental relations:

THAT the wording of the resolution and the verbal report of the Chief Administrative Officer, dated March 22, 2024, remain in the Closed session.

R2024-03-22/4

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Back, seconded by Councillor McIlroy

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 3:51 pm.

“Certified Correct by the Acting Corporate Officer”

ACTING CORPORATE OFFICER

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Office of the Mayor
CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

AUTISM ACCEPTANCE MONTH

Whereas the City of North Vancouver is a place where all people are welcomed, included and celebrated;

Whereas 1 in 37 Canadian children between 6 and 18 years of age have been diagnosed with autism;

Whereas knowledge promotes acceptance because it allows people to understand how to be more inclusive and build more supportive experiences;

And Whereas during the month of April, we strive to advance the inclusion and self-determination of people on the autism spectrum and advocate for more supports to ensure that each person with autism is able to reach their fullest potential;

Now Therefore I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **April 2024** as **Autism Acceptance Month** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, April 8, 2024

Linda C. Buchanan

Mayor Linda Buchanan

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For Metro Vancouver meetings on Friday, March 22, 2024

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@metrovancouver.org.

Metro Vancouver Regional District

E1.1 Barnston Island Dike Improvement Project – Updated Dike Assessment APPROVED

Metro Vancouver is the local government for Barnston Island and is responsible for emergency management for the island. There is a 10-kilometre ring dike on the island to protect it from flooding that is maintained by the local resident-volunteer Barnston Island Diking District and overseen directly by the Province. Recognizing the longstanding need to make improvements to the dike, the Province provided Metro Vancouver with a grant of \$5.25 million in 2023 to manage the process and implementation of dike improvements.

As a first step, Metro Vancouver retained Northwest Hydraulic Consultants Ltd. to review and update the *2012 Barnston Island Dike Assessment Report*, including updating previously estimated costs of recommended improvements and re-evaluating priority ratings. The updated assessment has been recently completed and is presented as part of this staff report. Staff developed a list of priorities as a guide for implementing individual improvements using the grant amount as a maximum budget, and with the aim of completing all improvements by the March 22, 2026 provincial deadline.

The Board received the report and directed staff to use the cost and priority rating table as presented in this report, as a guide for implementing individual Barnston Island dike infrastructure improvements.

E1.2 Electoral Area A Community Works Fund – University Endowment Lands Project APPROVED

The Community Works Fund is delivered to all local governments in British Columbia through a direct annual allocation to support local eligible priorities, and is distributed within Electoral Area A based on community population. Over the past 10 years, the annual amount Electoral Area A receives has averaged approximately \$130,000. As of the end of 2023, the University Endowment Lands’ (UEL) accumulated portion based on population stands at approximately \$160,000. In 2022 and 2023, the Electoral Area A Director and staff consulted with the UEL Community Advisory Council (CAC) and UEL administration on potential projects that are eligible under the Community Works Fund. In January 2024, the UEL CAC, with support from the UEL administration, endorsed seeking funding for the Chancellor Boulevard Sidewalk Project with an estimated cost of \$157,000. The project involves replacement of the current substandard walkway with a two-metre-wide finished concrete sidewalk.

The Board approved funding from the Electoral Area A Community Works Fund as presented.

Reviewed by:


CAO

E1.3 Electoral Area A Emergency Response Reimbursement – Update

RECEIVED

The *Electoral Area A Emergency Response Reimbursement Temporary Policy* expired December 31, 2022. The temporary policy set out rules (e.g. eligible costs, maximum reimbursement amounts) for reimbursing adjacent local governments for responding to emergencies on their own accord in the portions of Electoral Area A outside of UBC and UEL. Before the temporary policy expired, Metro Vancouver led the development of a Regional Public Works Mutual Aid Agreement that was signed by the MVRD for Electoral Area A, and by all member jurisdictions that are adjacent to the rural and remote areas of Electoral Area A. The agreement enables mutual aid upon request in the event of an emergency that is beyond the capacity of a single local authority and is effective as of December 31, 2022.

Under the mutual aid agreement, Metro Vancouver is able to request assistance for an emergency in Electoral Area A, and would then reimburse the responding local authority for their costs. If a local authority responds to an emergency in Electoral Area A on their own accord, the agreement would not be activated and any reimbursement would be at the discretion of Metro Vancouver. The agreement has yet to be used in Electoral Area A, and staff will keep the Electoral Area Committee and MVRD Board apprised of any instances of its use, along with an evaluation of its effectiveness as a tool to address emergencies in Electoral Area A.

The Board received the report for information.

E2.1 Pilot Program to Permit Alcohol Consumption in Regional Parks

APPROVED

In June 2023, the Regional Parks Committee directed staff to report back on the feasibility of a pilot project to allow for the responsible consumption of alcohol in select areas of some regional parks. Utilizing specific site criteria, staff have developed a proposed pilot program for 2024 that would permit responsible alcohol consumption in designated areas at six regional parks:

- Boundary Bay Regional Park
- Brunette Fraser Regional Greenway
- Campbell Valley Regional Park
- Capilano River Regional Park
- Derby Reach Regional Park
- Iona Beach Regional Park

The 2024 pilot program is proposed to run from Friday, June 28 to Monday, October 14, with alcohol consumption to be permitted at any time during park hours during the duration of the pilot program.

The Board approved the pilot program for the six regional parks, directed staff to report back with any required bylaw amendments, and directed staff to report back with a new draft liquor in parks bylaw to ensure compliance with the *Liquor Control and Licensing Act of the Province of British Columbia*.

E2.2 Amended t̓əmt̓əx̓w̓t̓ən/Belcarra South Design Concept**APPROVED**

A draft Amended t̓əmt̓əx̓w̓t̓ən/Belcarra South Design Concept includes improved trail and road connections, invasive species removal, rehabilitation of an existing creek, improved beach access, a picnic area, small amphitheater, restoration of the Bole House as a bookable multipurpose space, and the removal of the seven cabin structures.

Staff are working closely with s̓əlilw̓ətał (Tsleil-Waututh Nation) on all aspects of the project. The Amended t̓əmt̓əx̓w̓t̓ən/Belcarra South Design Concept will improve visitor experience and resource management at t̓əmt̓əx̓w̓t̓ən/Belcarra Regional Park, and reduce capital and operating expenses.

The Board approved an amended design concept for t̓əmt̓əx̓w̓t̓ən/Belcarra South as presented.

E2.3 Manager's Report – Regional Parks**RECEIVED**

The Board received for information a report that includes the Regional Parks Committee Work Plan for 2024 as well as information on:

- Volunteer appreciation and networking event
- Metro Vancouver Regional Parks Foundation – 2023 annual report
- Regional Park at Cape Roger Curtis – project update
- Family Day events, February 19
- Pacific Spirit Regional Park – upcoming event: Night Quest, March 22 and 23

E3.1 Regional Multi-Hazard Mapping Project**RECEIVED**

This report highlights the results of the Regional Multi-Hazard Mapping project, which includes the completion of regional single-hazard maps, data quality rating maps, and multi-hazard maps for coastal flooding, riverine flooding, earthquake, and wildfire. Understanding the region's at-risk and hazard-exposed areas is critical to making informed land-use decisions. The results will allow Metro Vancouver and member jurisdictions to consider and integrate regional-scale hazard information for several hazard types into planning analysis, projects, and models for the first time. The results found that in a high-probability scenario, approximately 63 per cent of Metro Vancouver's land base would be susceptible to one to three hazard types of the four hazards assessed in this study. The mapping will be shared internally and externally with key partners, and will be made publicly available upon request. Metro Vancouver will update the hazard maps in the future as new data becomes available. The Regional Planning work plan for 2024 includes a project that will explore options to supplement these hazard maps with information related to risk and vulnerability to determine how local and regional resilience efforts can be best supported and coordinated to minimize the risks to people and property.

The Board received the report for information.

E3.2 Metro 2050 Implementation Guideline – Sewerage Area Amendment Applications **APPROVED**

Metro Vancouver is developing and updating a suite of implementation guidelines in an effort to support the interpretation and implementation of *Metro 2050*. This updated implementation guideline is intended to be a resource that member jurisdictions can refer to when considering applying for amendments to regional sewerage areas.

The main changes include describing common sewerage area amendment scenarios and corresponding board procedures, updating the sewerage area amendment application process diagram, and readability improvements.

The Board endorsed the *Metro 2050 Implementation Guideline – Sewerage Area Amendment Applications* as presented.

E3.3 Request for Sanitary Service Connection at 4276 – 248 Street, Township of Langley **APPROVED**

The Township of Langley requested an amendment to the Fraser Sewerage Area boundary to include the building footprints on 4276 – 248 Street. The application is seen to be generally consistent with *Metro 2050*.

The Board resolved that Township of Langley’s requested regional sewer service boundary amendment is generally consistent with the provisions of *Metro 2050*, and shall forward it the to the GVS&DD Board for consideration.

E3.4 Acceptance of the Fraser Valley Regional District Regional Growth Strategy - Bylaw No. 1706, 2023 **APPROVED**

The Fraser Valley Regional District (FVRD) has submitted its *Fraser Valley Future 2050* regional growth strategy (*Bylaw No. 1706, 2023*) to Metro Vancouver for acceptance. Per Section 436 of the *Local Government Act*, before such a bylaw can be adopted, other affected local governments must pass a resolution formally accepting the regional growth strategy. Staff have reviewed the strategy relative to *Metro 2050* and have found the two regional growth strategies to be well aligned.

The Board accepted the FVRD’s *Fraser Valley Future 2050* pursuant to Section 436 of the *Local Government Act* and resolved to send a letter forwarding the Board resolution to the FVRD Board.

E3.5 Inclusionary Housing Policy Review – Final Report and Regional Model Policy Framework **RECEIVED**

The *Inclusionary Housing Policy Review* assesses inclusionary housing policies and practices in the region, and advances a regional inclusionary housing model informed by best practices, economic analysis, and stakeholder feedback for inclusionary housing. Inclusionary housing has been an important tool in the region, contributing approximately 9,200 new below-market units to date. Recent changes to provincial legislation, changing market conditions, and experience in implementing current policies suggest opportunities to better use inclusionary housing tools in the region.

The regional model policy framework is intended to help member jurisdictions seeking to adopt or update inclusionary housing policies and encourage policy consistency across the region, while recognizing the varied housing markets in Metro Vancouver and impacts of inclusionary housing on development feasibility.

The Board received the report for information and resolved to send correspondence to member jurisdictions, requesting that the regional model policy framework be considered when adopting or updating inclusionary housing policies.

E4.1 Metro Vancouver Long-Term Financial Plan Framework and Timeline APPROVED

The draft Metro Vancouver *Long-Term Financial Plan* framework and timeline that was presented in January’s Finance Committee was well received by the regional advisory committees. The framework will include assumptions on long-term trends and potential risks region wide with respect to supply chain, inflation, interest, development revenue and other levels of government funding. With the significant changes to the population planning projections, which have impacts to infrastructure planning, costs and funding sources, the draft *Long Term Financial Plan* will be brought forward in the fourth quarter of 2024.

The Board approved the *Long-Term Financial Plan* framework and timeline as presented.

E5.1 Provincial Housing Legislation: Provincial Advocacy and Supportive Roles APPROVED

In early November 2023, the Province of BC introduced legislation intended to stimulate the infill and intensification of housing in single-detached neighbourhoods and transit-oriented areas. Since the release of the new housing legislation, Metro Vancouver has been working with member jurisdictions and the Province at multiple levels to engage, support, and receive feedback regarding the potential impacts of the legislation and regulations, as well as considering potential roles for Metro Vancouver in supporting the implementation in the region.

Engagement with, and continued advocacy to, the Province will be critical to mitigate the shared concerns that are being raised by local governments. While Metro Vancouver has an important role to play in helping to coordinate a regional response to the legislation, advocacy efforts will be multifaceted, and will involve separate efforts from individual local governments and the Union of BC Municipalities. Feedback from across the region has highlighted three advocacy areas that would be relevant and appropriate for Metro Vancouver to advance to the Province: infrastructure investments; improved alignment with *Metro 2050*, the regional growth strategy; and greater support for non-market or affordable housing.

To support member jurisdictions in implementing the legislation and to make best use of resources, feedback was also sought on areas where Metro Vancouver is able to support its members. Considering that member jurisdictions are sensitive to infringement on local jurisdiction, staff have identified three balanced roles where Metro Vancouver could assist: housings needs reports; cooperative procurement for consulting support; and regional modelling or mapping.

The Board directed staff to provide an “opt in” opportunity for member jurisdictions for Metro Vancouver to undertake the housing needs reports as per the provincial methodology and requirements; directed staff to advance and coordinate “opt in” opportunities for co-operative procurement of consultants for member jurisdictions necessary for implementing the new provincial housing legislation; and resolved to advance

advocacy actions to the Province directed towards: infrastructure programs and funding to ensure that sufficient infrastructure is in place to accommodate the increases in population and housing projected; better alignment with *Metro 2050*; and stronger support for non-market and affordable housing.

G1.1 Metro Vancouver Regional District Loan Authorization Bylaw No. 1381, 2024 **APPROVED**

The Metro Vancouver Housing Corporation (MVHC) is seeking to borrow through MVRD an amount up to \$70 million over the next five years, to fund required building envelope repairs and deep retrofits to reduce greenhouse gas emissions and improve energy efficiency at several of its housing complexes.

Adoption of a loan authorization bylaw is required to allow long-term borrowing from the Municipal Finance Authority on behalf of MVHC up to \$70 million.

The Board approved entering into an agreement with MVHC authorizing borrowing from MFA for the capital programs as requested.

The Board gave first, second, and third readings to *Loan Authorization Bylaw No. 1381, 2024* and forwarded it to the Inspector of Municipalities for approval.

Upon approval from the Inspector of Municipalities, the Board will direct the Corporate Officer to undertake an alternative approval process. Further more the Board specified the extent, form, and deadline for receiving elector responses to obtain participating area approval for the bylaw pursuant to section 407(3)(b) of the *Local Government Act*.

E2.1 Metro Vancouver Regional District Development Cost Charge Bylaw No. 1369, 2023 **APPROVED**

In April 2023, the Board endorsed moving toward a one-per-cent assist factor for water and liquid waste development cost charges (DCCs), and implementing a new parkland acquisition DCC and moving it to a one-per-cent assist factor within the *2024-2028 Financial Plan*, and directed staff to approach the financial plan with targets of 12 per cent for 2024, 11 per cent for 2025, five per cent for 2026, and five per cent for 2027. Engagement with industry, member jurisdictions, First Nations and the public was undertaken in fall 2023, during which feedback and comments were received and addressed.

On October 27, 2023, the GVS&DD, GVWD, and MVRD Boards gave third reading to the three DCC bylaws and subsequently sent them to the Inspector of Municipalities, who granted statutory approval in February 2024. The bylaws will be effective as of January 1, 2025 with a three-year phase-in of the DCC rates to a one-per-cent assist factor to January 1, 2027.

The Board adopted the *Metro Vancouver Regional District Development Cost Charge Bylaw No. 1369, 2023*.

I 1 Committee Information Items and Delegation Summaries

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

Regional Parks Committee – March 6, 2024

Delegations:

C1 Dr. Cheryl Young, Fraser Health Authority

Subject: Pilot Program to Permit Alcohol Consumption in Regional Parks

C2 Dr. Michael Schwandt, Vancouver Coastal Health

Subject: Pilot Program to Permit Alcohol Consumption in Regional Parks

Regional Planning Committee – March 8, 2024

Information Items:

E7 Regional Food System Strategy Update – Scope of Work and Engagement (Phase 2)

Since endorsing its first *Regional Food System Strategy* (RFSS) in 2011, Metro Vancouver and its member jurisdictions have collectively worked to support a sustainable, resilient, and healthy food system. These efforts focused on continuing to protect agricultural land and food production and increase local food security in the face of advancing climate stability, changing socio-economic circumstances, and regional development pressures. During preparation of the *Climate 2050 Agriculture Roadmap*, endorsed by the MVRD Board in 2023, an update to the *Regional Food System Strategy* was identified in order to address ongoing policy gaps. The update to the RFSS, identified in the Board Strategic Plan (2022-2026) as a priority action, is intended to connect with all segments and sectors of the region’s food system, understand the issues, challenges, and successes each sector has experienced over the past 13 years, develop a shared vision and goals, and establish actions and a strategic direction to move forward.

Mayors Committee – March 15, 2024

Information Items:

E2 Report on 2024 Invest Vancouver Management Board Meeting Schedule, Work Plan, and the Invest Vancouver 2024 Annual Plan

The attached report titled 2024 Invest Vancouver Management Board Meeting Schedule, Work Plan, and the Invest Vancouver 2024 Annual Plan was considered by the Invest Vancouver Management Board at its meeting of February 2, 2024 and by the MVRD Board at its meeting of February 23, 2024, and is presented here to the Mayors Committee for its information. Invest Vancouver works closely with member jurisdictions to support local economic development plans. For example, since the MVRD Board’s adoption of the *Invest Vancouver 2024 Annual Plan*, the City of Surrey, at its January 29, 2024 council meeting, approved the Invest Surrey’s 2024 Economic Strategy. This economic strategy focuses on the City of Surrey a modern, highly-livable, world-class city while also positioning it as a recognized investment destination and innovation centre in the region.

Economic development plans support collaboration and coordinated efforts between industries, community partners and stakeholders, and Invest Vancouver works with member jurisdictions to attract foreign direct investments in order to facilitate the creation of high-value jobs to advance broadly shared prosperity for all residents of the Metro Vancouver region. Local economic strategies and Invest Vancouver’s *2024 Annual Plan* are intended to complement each other, and both will help build a future-

focused economy for the region that can compete globally and increase resiliency to endure shocks resulting from times of uncertainty.

Metro Vancouver Housing

E1.1 Award of ITT No. 23-411 for Construction Services for Strathearn Court – Building Envelope Rehabilitation **APPROVED**

As a part of Metro Vancouver Housing’s Asset Management Program, the Strathearn Court site was identified in 2018 as requiring a full building envelope renewal. The project will be completed with tenants remaining in place, and is focused on exterior renovations to renew, revitalize, and extend the serviceable life (50 years) of the existing townhouses and apartment building. The project is construction ready, with a building permit issued by the City of Vancouver on October 30, 2023. This renewal project provides an excellent opportunity to significantly improve energy performance and sustainability, which directly impacts tenant comfort and affordability. Upon completion, there will be an estimated reduction in energy and GHG by 25 per cent, which will contribute to the *Metro Vancouver Housing 10-Year Plan* as part of MVH’s GHG Reduction Plan.

The Board approved award of a contract for Strathearn Court – Building Envelope Rehabilitation in the amount of up to \$8,160,895 (exclusive of taxes) to Signia Construction Ltd, subject to final review by the CAO.

Greater Vancouver Water District

G1.1 Greater Vancouver Water District Development Cost Charge Amendment Bylaw No. 260, 2023 **APPROVED**

In April 2023, the Board endorsed moving toward a one-per-cent assist factor for water and liquid waste development cost charges (DCCs), and implementing a new parkland acquisition DCC and moving it to a one-per-cent assist factor within the *2024-2028 Financial Plan*, and directed staff to approach the financial plan with targets of 12 per cent for 2024, 11 per cent for 2025, five per cent for 2026, and five per cent for 2027. Significant engagement with industry, member jurisdictions, First Nations and the public was undertaken in fall 2023, during which feedback and comments were received and addressed.

On October 27, 2023, the GVS&DD, GVWD and MVRD Boards gave third reading to the three DCC bylaws and subsequently sent them to the Inspector of Municipalities, who granted statutory approval in February 2024. The bylaws will be effective as of January 1, 2025 with a three-year phase-in of the DCC rates to a one-per-cent assist factor to January 1, 2027.

The Board adopted the *Greater Vancouver Water District Development Cost Charge Amendment Bylaw No. 260, 2023*.

Greater Vancouver Sewerage and Drainage District**G1.1 Greater Vancouver Sewerage and Drainage District Development Cost Charge
Bylaw No. 371, 2023****APPROVED**

In April 2023, the Board endorsed moving toward a one-per-cent assist factor for water and liquid waste development cost charges (DCCs), and implementing a new parkland acquisition DCC and moving it to a one-per-cent assist factor within the *2024-2028 Financial Plan*, and directed staff to approach the financial plan with targets of 12 per cent for 2024, 11 per cent for 2025, five per cent for 2026, and five per cent for 2027. Significant engagement with industry, member jurisdictions, First Nations and the public was undertaken in fall 2023, during which feedback and comments were received and addressed.

On October 27, 2023, the GVS&DD, GVWD and MVRD Boards gave third reading to the three DCC bylaws and subsequently sent them to the Inspector of Municipalities, who granted statutory approval in February 2024. The bylaws will be effective as of January 1, 2025 with a three-year phase-in of the DCC rates to a one-per-cent assist factor to January 1, 2027.

The Board adopted the *Greater Vancouver Sewerage and Drainage District Development Cost Charge Bylaw No. 371, 2023*.

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8957

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, 2023, No. 8957” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759)**.
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lands currently having a civic address of 880 West 15th Street and legally described below as henceforth being transferred, added to and forming part of CD-759 (Comprehensive Development 759 Zone):

PID: 011-152-206	LOT A (REFERENCE PLAN 9784) BLOCK 5 DISTRICT LOT 265 PLAN 1406
------------------	---

from zone 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 Comprehensive Development Zone to Section 1101 in numerical order:

CD-759 Comprehensive Development 759 Zone (880 West 15th Street)

In the CD-759 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

- (i) Accessory Rental Apartment Residential Use;
- (ii) Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
- (iii) Accessory Off-Street Parking Use;
- (iv) Accessory Home Office Use;

- (2) Gross Floor Area
 - (a) Combined and in total, shall not exceed 1.6 times the Lot Area;
 - (b) Maximum Gross Floor Area may be further increased to a maximum of 2.5 times the Lot Area, upon entering into a Housing Agreement with the City:

BASE DENSITY			
OCP Schedule 'A'		2.0 FSR	
ADDITIONAL (BONUS) DENSITY			
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL (BONUS) DENSITY	POLICY REFERENCE
Secured Rental Housing	100% rental housing; 10% mid-market rental units	0.5 FSR	OCP section 2.2
TOTAL DENSITY		2.5 FSR	

- (3) A minimum of 10% of units shall have 3 bedrooms;
- (4) Lot Coverage of Principal Building shall not exceed a maximum of 85 percent;
- (5) Building Height:
 - (a) The Principal Building shall not exceed a Building Height of 17 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;
- (6) Section 607 shall be varied to permit an accessory Apartment Use on the second Storey and above;
- (7) Section 611(5) Siting shall be waived and replaced with the following siting requirements:
 - (a) The Principal Building shall be sited not less than:
 - (i) 3.972 meters (13 feet) from the lane (Rear Lot Line) to the north;
 - (ii) 2.38 meters (8 feet) from the lane (Rear Lot Line) to the north, to an unclosed balcony at the second level and above;

(8) Section 611(6) Building Width and Length shall be waived.

READ a first time on the 17th day of April, 2023.

READ a second time on the 17th day of April, 2023.

READ a third time on the 17th day of April, 2023.

ADOPTED on the <> day of <>, 2023.

MAYOR

CORPORATE OFFICE

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8958

A Bylaw to enter into a Housing Agreement (880 West 15th 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, 2023, No. 8958**” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759, 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 Jadasi Development (880 W 15th) Ltd. with respect to the lands referenced as 880 West 15th Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8958” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759).
3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and any documents required to give effect to the Housing Agreement.

READ a first time on the 17th day of April, 2023.

READ a second time on the 17th day of April, 2023.

READ a third time on the 17th day of April, 2023.

ADOPTED on the <> day of <>, 2023.

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:

JADASI DEVELOPMENT (880 W 15TH) LTD.

5454 Cortez Crescent
North Vancouver, British Columbia,
V7R 4R4

(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 and beneficial owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Local Government Act*, RSBC 2015, c. 1 and 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 adopted 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, Planning and Development**” means the chief administrator of the Department of Planning of the City and their 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: 011-150-206
Legal Description: LOT A (REFERENCE PLAN 9784) BLOCK 5 DISTRICT LOT 265
PLAN 1406
- (j) “**Mid-Market Rental Units**” means the four Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) “**Market Rental Units**” means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (l) “**Maximum Household Income**” means an annual gross household income determined by multiplying Affordable Rent by 12 to yield the households’ annual housing costs, and divide by 30% (0.30) to meet the standard definition of affordability;
- (m) “**Rental Purposes**” means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) “**Rental Units**” means the Market Rental Units and the Mid-Market Rental Units;

- (o) **“Residential Building”** means the five storey building to be constructed on the Lands to be used for Rental Purposes with 41 Dwelling Units, of which 37 Dwelling Units will be Market Rental Units and four Dwelling Units will be Mid-Market Rental Units;
- (p) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (q) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8957”;
- (r) **“Section 219 Covenant”** means a covenant pursuant to Section 219 of the *Land Title Act*;
- (s) **“Tenancy Agreement”** means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Rental Unit; and
- (t) **“Term”** has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by the City’s Council of “Housing Agreement Bylaw, 2023, No. 8958” (Jadasi Development (880 W 15th) Ltd. / Gateway Architecture, 880 West 15th Street, CD-759, 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 will be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
 - (a) the Lands must not be subdivided or stratified;
 - (b) the Rental Units in the Residential Building must be used for Rental Purposes only and all Rental Units must be owned and operated by the Owner, provided that the Mid-Market Rental Units may be operated by a non-profit entity engaged by the Owner and having expertise in non-market housing, with the approval of the Director, Planning and Development; and

- (c) no Rental Unit in the Residential Building must 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 must 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 will be no fewer than five three-bedroom units, 10 two-bedroom units, 20 one-bedroom units and six studio units or as otherwise approved in writing by the Director, Planning and Development in their discretion.
- 4.2 The four Mid-Market Rental Units will be provided in the following unit mix: one studio unit, one one-bedroom unit, one two-bedroom unit, and one three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director, Planning and Development with such approval to be granted in their discretion. The Owner will be entitled to determine the locations of the four Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner will 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 and all Mid-Market Rental Units must be managed by one rental agent;

- (b) Compliance with Tenant Relocation Plan: INTENTIONALLY DELETED
- (c) Advertisement: when the Mid-Market Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units. When a Mid-Market Rental Unit becomes available for a subsequent, new tenancy, the Owner will advertise the unit in accordance with the foregoing requirements for a period of at least one week;
- (d) Tenant Selection: the Owner will make the Mid-Market Rental Units available, both at the first tenancy and each subsequent tenancy, in the following order of priority:
- (i) If the Residential Building replaces an existing rental building, then tenants from the existing rental building on the Lands being replaced who have household incomes at or below the Maximum Household Income will be provided first right of refusal in the Mid-Market Rental Units, and have first priority, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;
 - (ii) Households who have been displaced from redevelopment elsewhere in the City who have household incomes at or below the Maximum Household Income will have second priority, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis
 - (iii) The Owner will then make any remaining Mid-Market Rental Units not rented by tenants from the existing building on the Lands available to tenants with an annual household income at or below that the Maximum Household Income who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first come-first-served basis;
 - (iv) If there are any remaining Mid-Market Rental Units not rented by tenants who meet the criteria in sections 5.1(d)(i) to (iii) after the expiry of the one-month advertising period, then the Owner will make such units available to tenants who meet the Maximum Household Income requirement; and
 - (v) Tenants in Mid-Market Rental Units must not have an ownership interest in a residential property in the City or in a neighbouring municipality which the

tenant could otherwise occupy and the Owner will require confirmation from the prospective tenant that they meet this requirement at the time of tenancy;

- (vi) In determining whether a tenant meets the Maximum Household Income requirements or the requirement in section 5.1(d)(v), 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.
- (e) 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 below or at the permitted annual rent increase then set under the RT Act;
- (f) 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;
- (g) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith;
- (h) Information Regarding Unit Availability: If the City establishes a register for availability of Mid-Market Rental Units within the City, the Owner will provide to the City information regarding any Mid-Market Rental Units that become available for rent, in a form acceptable to the Director, Planning and Development;
- (i) 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, on an annual basis at the time of Business License renewal and upon any other 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 and notice of this Agreement which is required to be filed pursuant to the *Local Government Act*. 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 483 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 and notice of 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 & Development
Facsimile: 604.985.0576
Email: planning@cnv.org

The Owner: Jadasi Development (880 W 15th) Ltd.
5454 Cortez Crescent
North Vancouver, British Columbia,
V7R 4R4
Attention: Jamie da Silva
Email: jamie@jadasi.ca
Phone: 604-347-9654

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, 2023, No. 8958".

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. 9018

A Bylaw to enter into a Housing Agreement (149 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, 2024, No. 9018**” (**Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, Rental Housing Commitments**).
2. The Council hereby authorizes The Corporation of the City of North Vancouver to enter into a Housing Agreement to secure rental housing commitments with the owner of lands having a civic address of 149 West 3rd Street, North Vancouver, legally described as: PID: 031-791-875; Lot 1, Blocks 139 and 140, District Lot 274, Group 1, New Westminster District, Plan EPP121917, substantially in the form attached to this bylaw.
3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and any documents required to give effect to the Housing Agreement.

READ a first time on the 11th day of March, 2024.

READ a second time on the 11th day of March, 2024.

READ a third time on the 11th day of March, 2024.

ADOPTED on the <> day of <>, 2024.

MAYOR

CORPORATE OFFICER

PART 2 – TERMS OF INSTRUMENT

RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT,

BETWEEN:

ANTHEM SUNSHINE DEVELOPMENTS LTD., INC.NO. BC1170508, a corporation having offices at Suite 1100-1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1K8

(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 *Local Government Act*, RSBC 2015, c. 1 and the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 (the “**Land Title Act**”) 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 adopted 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) “**Agreement**” means this agreement as amended from time to time;
- (c) “**Building**” means the six-storey mixed-use building to be constructed on the Lands, in which the residential portion of the building will be used for Rental Purposes with 80 Rental Dwelling Units, and in which the commercial portion of the building (the “**Commercial Component**”) will contain certain commercial units;
- (b) “**Commencement Date**” has the meaning set out in section 2.1 herein;
- (c) “**Council**” means the municipal council for the City of North Vancouver;
- (d) “**CMHC**” means Canada Mortgage and Housing Corporation;
- (e) “**Director, Planning and Development**” means the chief administrator of the Department of Planning of the City and their successors in function and their respective nominees;
- (f) “**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;
- (g) “**Lands**” means those lands and premises legally described as:

Parcel Identifier: 031-791-875
Lot 1
Blocks 139 and 140
District Lot 274
Plan EPP121917;
- (j) “**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 a tenant;
- (k) “**Rental Dwelling Units**” means all Dwelling Units in the Building;
- (l) “**RT Act**” means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (m) “**Rezoning Bylaw**” means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8894”;
- (n) “**Section 219 Covenant**” means a covenant pursuant to Section 219 of the *Land Title Act*;
- (o) “**Tenancy Agreement**” means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Rental Dwelling Unit; and

(p) “**Term**” has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by the City’s Council of “Housing Agreement Bylaw, 2024, No. 9018” (Anthem Sunshine Developments Ltd., 149 West 3rd Street, CD-744, 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 Building, or portion thereof containing the Rental Dwelling Units, as applicable, provided the Building, or portion thereof containing the Rental Dwelling Units, as applicable, 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* 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 will be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
- (a) the Lands must not be subdivided, stratified or separately sold;
 - (b) the Rental Dwelling Units in the Building must be used for Rental Purposes only and all Rental Dwelling Units must be owned and operated by the Owner or its designated rental agent; and
 - (c) no Rental Dwelling Unit in the Building must 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 Building must 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 During the Term, all Rental Dwelling Units in the Building must be used for Rental Purposes.
- 4.2 The Owner will enter into a minimum 1 year Tenancy Agreement for each of the Rental Dwelling Units which Tenancy Agreements will, in accordance with the RT Act, convert to a month to month tenancy at the end of the 1 year 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 Dwelling Units will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
- (b) Compliance with applicable laws: without restricting the foregoing, the Owner will, with respect to each Tenancy Agreement, 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;
- (c) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith;
- (d) Information Regarding Unit Availability: if the City establishes a register for availability of Rental Dwelling Units within the City, the Owner will use commercially reasonable efforts to provide to the City information regarding any Rental Dwelling Units that become available for rent, in a form acceptable to the Director, Planning and Development; and
- (e) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act*, SBC 2003, Ch. 63 (as amended from time to time) the Owner will use commercially reasonable efforts to, on an annual basis and upon any other reasonable request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice, or such longer period as may be necessary to correct the default given the nature of the default. The Notice must specify the nature of the default. The Owner must act with diligence to commence correcting the default within the time specified in the Notice.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

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

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

7.2 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 and notice of this Agreement which is required to be filed pursuant to the Act. 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 Dwelling Units; 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 Notwithstanding section 8.4 or any other provision of this Agreement to the contrary, if the Lands are subdivided by way of air space subdivision plan, strata plan or otherwise such that the Commercial Component is contained within a separate legal parcel or strata lot(s) not containing any of the Rental Dwelling Units, then the City will consent to the discharge and release of the charges and encumbrances contained in this Agreement against title to the parcel or parcels containing the Commercial Component, provided however that:
- (a) the City will have no obligation to execute any such discharge and release until written request thereof from the Owner has been received by the City, which request will include the form of discharge and release in registrable form;
 - (b) the cost of preparation of any such discharge and release and the cost of registration of the same in the applicable Land Title Office will be paid by the Owner; and
 - (c) the City will have a reasonable time within which to execute any such discharge and release and return the same to the Owner for registration.
- 8.6 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 Act and as such will be binding on the Owner.
- 8.7 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement and notice of 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.

- 8.8 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 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 & Development
Facsimile: 604.985.0576
Email: planning@cnv.org

The Owner: Anthem Sunshine Developments Ltd.
Suite 1100-1055 Dunsmuir Street,
Vancouver, British Columbia,
V7X 1K8

Attention: Rian De Beer
Email: rdebeer@anthemproperties.com
Phone: 604.360.5255

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 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.

- 8.13 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.
- 8.14 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" "shall" 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, 2024, No. 9018".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein.
- 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" attached hereto.

PRIORITY AGREEMENT

WHEREAS:

- A. INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., Incorporation No. A0081339 (the "**Chargeholder**") is the holder of a mortgage and an assignment of rents encumbering the lands (the "**Lands**") described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached, and which mortgage and assignment of rents are registered in the LTO under registration numbers CA6973603 and CA6973604, respectively (the "**Financial Charges**"); and
- B. One or more covenants are being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (collectively, the "**City's Charges**") which are or will be registered against title to the Lands.

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

IN WITNESS OF THIS AGREEMENT the Chargeholder has executed this Agreement by signing the "Form C - General Instrument - Part 1" attached hereto.



Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**
NORTH SHORE EMERGENCY MANAGEMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Emily Dicken, Director, North Shore Emergency Management

Subject: UBCM COMMUNITY EMERGENCY PREPAREDNESS FUND GRANT
APPLICATION – EMERGENCY SUPPORT SERVICES EQUIPMENT
AND TRAINING

Date: March 22, 2024 File No: 01-0360-20-0057/2024

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

RECOMMENDATION

PURSUANT to the report of the Director, North Shore Emergency Management, dated March 22, 2024, entitled “UBCM Community Emergency Preparedness Fund Grant Application – Emergency Support Services Equipment and Training”:

THAT the application submitted to the UBCM Community Emergency Preparedness Fund (CEPF) under the stream of “2024 Emergency Support Services Equipment and Training” for the “Modernizing Emergency Support Services (ESS) on the North Shore under Emergency and Disaster Management Act (EDMA)” project in the amount of \$120,000.00 be endorsed;

AND THAT the District of North Vancouver, in partnership with North Shore Emergency Management (NSEM), be authorized to manage the project and funds.

ATTACHMENTS

1. UBCM CEPF 2024 Emergency Support Services Equipment and Training Application

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SUMMARY

North Shore Emergency Management (NSEM) has applied, on behalf of the three North Shore municipalities and the Squamish Nation, to the CEPF under the funding stream for 2024 ESS for a project titled “Modernizing ESS on the North Shore under EDMA.”

NSEM staff will manage the project and provide periodic updates to the North Shore municipalities and Squamish Nation.

BACKGROUND

The emergency management obligations of the three North Shore municipalities are met by NSEM, whose role in supporting the prevention of and response to municipal emergencies is based on the Emergency and Disaster Management Act and reinforced through bylaw.

NSEM (and thereby the North Shore municipalities) also have mutual Emergency Support Services agreements with the Squamish Nation and Tsleil-Waututh Nation.

DISCUSSION

NSEM performs essential emergency management functions, including planning, ESS, and maintaining a fully equipped Emergency Operations Centre (EOC) for use by all three North Shore municipalities.

This grant proposal aims to procure material and increase staffing support for training, recruitment and support of ESS volunteers to increase knowledge of current ESS practices, increase cultural humility and safety delivery of ESS, as well as support a review of accessibility changes within the NSEM ESS program. This funding will also support recruitment processes that diversify the current volunteer base to reflect the diversity across the North Shore.

Grant funding for the CEPF is provided by the Province of BC and administered by UBCM. The CEPF is a suite of funding programs intended to enhance the resilience of local governments and their residents in responding to emergencies. Specifically, this subject grant funding stream for ESS supports the transition to the modernized Emergency and Disaster Management Act and adherence to the updated regulations (which will be announced in 2024), and NSEM’s recognition of the need to build cultural safety and humility training as well as equity, diversity, inclusion and accessibility requirements into its programming.

The 2024 CEPF application form was submitted for the January 2024 intake, but Council resolutions from all partners, which can be submitted after the fact, are required to complete the submission.

FINANCIAL IMPLICATIONS

The maximum available funding for each local authority under this grant is \$30,000. This grant application has been submitted in partnership with the three North Shore municipalities and Squamish Nation. As a result of this partnership, the total eligible project funding request from UBCM is for a total of \$120,000.00.

INTER-DEPARTMENTAL IMPLICATIONS

While most project deliverables would be executed by NSEM staff with the support of third-party consultants (owing to the technical nature of this work specific to training), NSEM would oversee and direct the initiative, including collaboration with the City of North Vancouver staff to ensure the specific needs of the municipality are considered in the project. Specific areas of connection would be with the City's People and Culture Department to support alignment with training that is specific to cultural safety and humility as well as equity, diversity and inclusion. Additionally, elements of this training would be offered to North Vancouver City Fire Department.

The CEPF ESS Equipment and Training grant application form was led by NSEM and co-constructed with staff from the Squamish Nation.

NSEM will work with municipal staff from related departments to ensure the specific needs of each municipality are considered in the project.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The execution of the proposed project and incorporation of its outcomes into NSEM's planning and operations align with Council's vision and priority to be A City for People: welcoming, inclusive, safe, accessible, and supporting the health and well-being of all.

RESPECTFULLY SUBMITTED:



Emily Dicken
Director, North Shore Emergency Management

Community Emergency Preparedness Fund

Emergency Support Services Equipment and Training 2024 Application Form

Please complete and return the application form by **January 26, 2024**. Applicants will be advised of the status of their application within 90 days of the application deadline.

Please complete and return the Application Form in advance of the deadline. All questions must be answered by typing directly in this form. **As all questions are reviewed and scored as part of the adjudication process, please do not leave any questions blank.**

If you have any questions, contact cepf@ubcm.ca or (604) 270-8226 ext. 220.

SECTION 1: Applicant Information	<i>(for administrative use only)</i>
Local Government or First Nation Applicant: District of North Vancouver	Date of Application: January 22, 2024
Primary Contact Person*: Melissa Walker Phone: 778-338-6311	Position: ESS and Recovery Coordinator E-mail: mwalker@nsem.ca
Secondary Contact Person*: Simon Svane Als Phone: 778-338-6337	Position: Manager of Operational Readiness E-mail: ssvaneals@nsem.ca

* *Contact persons must be authorized representatives of the applicant (i.e. staff member or elected official).*

SECTION 2: For <u>Regional Projects Only</u>
<p>1. Identification of Partnering Applicants. For all regional projects, please list all of the partnering eligible applicants included in this application. Refer to Section 4 in the <i>Program and Application Guide</i> for eligibility.</p> <p>City of North Vancouver, District of West Vancouver, & Squamish Nation</p>
<p>2. Rationale for Regional Projects. Please provide a rationale for submitting a regional application and describe how this approach will support cost-efficiencies in the total grant request.</p> <p>North Shore Emergency Management (NSEM) is an emergency management agency serving and co-funded by the three North Shore municipalities. NSEM performs essential emergency management functions, including planning, Emergency Social Services (ESS), and maintaining a fully equipped Emergency Operations Center (EOC) for use by any of the municipalities, or all of them in larger cross-jurisdictional</p>

emergencies.

This grant proposal aims to procure materials and increase staffing support for training, recruitment and support of ESS volunteers to increase knowledge of current ESS practices, cultural humility and safety delivery of ESS as well as review of accessibility changes within the NSEM ESS program. Recruiting program development aimed at reflecting diversity of the current volunteers, community cultures that serve our community, such as indigenous people, youth and language

groups.

SECTION 3: Project Summary

3. Project Information

- a. Project Name: Modernizing Emergency Support Services (ESS) on the North Shore under Emergency and Disaster Management Act (EDMA)
- b. Proposed start and end dates. Start: May 1, 2024 End: April 30, 2025

4. Project Cost and Grant Request:

- a. Total proposed project budget:\$120,000.00
- b. Total proposed grant request: \$120,000.00
- c. Have you applied for or received funding for this project from other sources? If yes, please indicate the source and the amount of funding received or applied for.
No

5. Project Summary. Provide a brief summary of your project in 150 words or less.

NSEM has identified the need for modernization of the ESS program in alignment with Emergency and Disaster Management Act (EDMA). These funds will in part be used for incremental supplement of two positions that will address the following:

1. Provide North Shore specific ESS Equity, Diversity and Inclusion (EDI) training for volunteers, including anti-racism, accessibility and trauma-informed ESS.
2. Review and Develop a recruitment program based on the diversity of the community, including Indigenous people, youth and language groups.
3. Support relationship-building and retention of ESS through enhanced cooperation with Squamish Nation and Tsleil-Waututh Nation and first responders and partner agencies that can help support post-ESS recovery. This work is being done with an objective of working towards emergency management agreements with the Nations as per EDMA.
4. Provide an Indigenous lens training program geared to train current NSEM ESS volunteers on culturally safe resources on the North Shore for ESS and recovery and how to deploy this training in Reception Centres and in a response.
5. Engagement activities such as monthly training events/meetings with ESS volunteers to train on current ESS practices and identify EDI, Indigenous lens, and cultural safety for emerging/modernizing NSEM ESS practices.

SECTION 4: Detailed Project Information

6. Proposed Activities. What specific activities will be undertaken as part of the proposed project? Refer to Section 6 of the *Program and Application Guide* for eligibility.

a. Equipment and Supplies

Updated cultural safety and knowledge handouts and folders with recovery support materials;

Supplies and catering for meetings and training sessions for ESS volunteers and public speakers, meeting activity stationary supplies, and handout materials.

b. Training and exercises

North Shore specific training for raising awareness for our ESS volunteers on EDI, Cultural humility and cultural safety, accessibility, trauma informed ESS delivery, recovery resources, and anti-racism.

It will cover some of the fundamentals:

- what ESS practices are and current evolving practices with knowledge of Indigenous lens, community diversity and current equity denied community vulnerabilities.
- Add a cultural portion of what ESS could look like representing the diversity of cultures across the North Shore.
- modernizing ESS from a holistic lens of cultural safety, anti-racism, trauma-informed care and accessibility (e.g., ESS for people with disabilities). This is in alignment with provincial policies as well as municipal policies (e.g., EDI policies and training; Accessibility Plan etc).

c. Volunteer recognition and retention

We will focus on EDI recruitment and retention: We will promote EDI in recruitment and retention of volunteers to reflect the diversity of cultures and experiences across the North Shore. This will be used as a Key Performance Indicator for reporting and evaluation.

- Volunteer retention activity which will engage volunteers to understand delivery and ESS supports. Lived experience interviews will be conducted for those who have received ESS in the past two years on the North Shore. These interviews will provide key information regarding access, equability, and cultural safety that can be used to develop recommendations not only for NSEM's program but for our regional and Provincial partners who are also looking to enhance ESS supports and services. Volunteers will be trained on interviews, participant feedback and modernization of ESS practices once review of interviews is done.

With an objective of centring on lived experience within ESS, we will uplift volunteers representing diverse capacities and identities across the North Shore (e.g., Indigeneity, physical ability, health, age, family status and income).

Working with communication specialists at NSEM and municipalities, these stories will be shared through our communications channels to inspire recruitment and retention.

7. Alignment with funding stream. Describe how your activities align with the intent of the funding stream (build local capacity to provide emergency support services through ESS volunteer/responder recruitment, retention and training, and the purchase of ESS equipment). These funds will in part be used for incremental supplement of two outside hiring positions: Emergency Planning Coordinator and Indigenous Cultural Safety Liaison that will support our ESS and Recovery Coordinator position to focus on identified policy and operational improvements. The following activities aligned with the funding stream will be accomplished:

- Reducing volunteer 'burnout' and turnover by improving outcomes for vulnerable residents.
- Ensuring volunteers see their contributions within the ESS program as part of a continuum of recovery with engagement with ESS participant interviews, training and events opportunities.
- Enhancing volunteer understanding and development both personally and professionally through training programs and monthly event/meetings.
- Welcoming a, yet untapped, demographic of volunteer; one that is well versed in EDI and cultural safety principles.
- Encouraging program participation from Squamish Nation and Tsleil-Waututh Nation members.
- Developing an ESS program that more accurately reflects the community it serves.
- Improving local capacity by ensuring volunteers speak languages that are common on the North Shore and who share cultural values and practices of the community.
- Advocating for evidence-based program enhancement by measuring outcomes and program efficacy.
- Providing volunteers with an opportunity to contribute to the greater project of improving ESS services for all British Columbians.
- Providing volunteers with a diversity of opportunities for participation (ie research, response, education, out reach).

a. How will the proposed activities support the modernization of the local ESS program? Will the Evacuee Registration and Assistance (ERA) Tool be implemented?

With the support of this grant, NSEM will continue to implement the ERA tool during activations and will modernize the program by enhancing volunteer recruitment and training, and better link ESS with community recovery supports. NSEM will update key resources and materials and develop community navigation towards a holistic recovery approach that incorporates the lived experiences of equity denied populations, Indigenous knowledge and cultural safety and existing community resources.

- b. Describe how the proposed project will increase emergency response capacity as a host community.

NSEM will increase capacity by building relationships that create culturally safe emergency supports delivery and dialogue that can support host communities. NSEM will focus on providing culturally safe environments for host communities as well as connections to recovery supports. NSEM will create a best practices resource for host communities with a focus on cultural safety. NSEM will work with Squamish Nation and Tsleil-Waututh Nation to identify safe host sites on the North Shore for evacuees from outside of the Lower Mainland.

8. Engagement with First Nations and/or Indigenous Organizations. In the following questions, please identify the specific bands, Treaty First Nations, and/or Indigenous organizations as well as the specific traditional territory, reserve, or other First Nations' land that may be impacted by the proposed project.

- a. Which First Nations and/or Indigenous organizations were proactively engaged as part of the development of this application?
Squamish Nation and Tsleil-Waututh Nation emergency management staff, Squamish youth, Squamish Elders
- b. Which First Nations and/or Indigenous organizations will participate in the proposed activities and what specific role will they play?
Through this grant, NSEM will support relationship-building across the North Shore through enhanced cooperation with Squamish Nation and Tsleil-Waututh Nation and first responders and partner agencies that can help support post ESS recovery. An Indigenous Cultural Safety Liaison will join the NSEM team to guide this work. NSEM will provide an Indigenous lens to culturally safe resources on the North Shore which will then be mapped out with an online webpage for ease of access.
- c. Please indicate the extent to which staff and/or elected officials have undertaken Indigenous Cultural Safety and Cultural Humility Training.
In winter-spring 2024, North Shore Emergency Management (NSEM) in partnership with the Skwxwú7mesh Ocean Canoe Family (SOCF) and International Sustainability Education Foundation (non-profit organization based on the North Shore) have been hosting cultural safety training and resilience planning sessions for the North Shore emergency management staff and local government staff who have roles in Emergency Operations Center and disaster resilience in general. This project takes an innovative and comprehensive regional North Shore-wide approach to cultural safety and humility training led by Skwxwú7mesh and Tsleil-Waututh (TWN) Knowledge Keepers and Elders. The cultural safety training has been centred around paddle-carving and canoe culture which embodies preparedness, resilience, collaboration and safety. Guided by Skwxwú7mesh masters, each local government participant will carve a paddle while learning about the culture, history, and resilience of the Peoples. This project has been co-developed with Indigenous organizations.

If applicable, please submit evidence of support for the proposed activities from First Nations and/or Indigenous organizations identified above. This could be in the form of a letter, email, or other correspondence.

9. Engagement with Neighbouring Jurisdictions and Affected Parties. In addition to Question 1, if applicable, identify any neighbours and/or partners (e.g., equity-denied populations, pet-care organizations, organizations involved in a web of support network) you will engage with as appropriate to the project. Rural and remote communities may want to consider engaging with regional districts and/or health authorities, and First Nation applicants may want to consider engaging with the First Nations' Emergency Services Society or the First Nations Health Authority.

Create a resource for early recovery that is North Shore specific that focuses on mapping of post-ESS recovery supports for priority populations (equity-denied communities):

In partnership with two municipalities, Squamish Nation, Tsleil-Waututh Nation, and key organizations on the North Shore (web of support network), NSEM will create a North Shore wide webpage and recovery handouts with community resources for recovery with cultural safety lens as a priority.

This resource will be based on a solid understanding and relationships of the network of organizations supporting recovery on the North Shore (e.g., BC Housing, faith-based organizations, pet care organizations etc).

An Indigenous Cultural Safety Liaison will join NSEM team to lead this work to get to know the supports within the Nations and from key Indigenous organizations (e.g., FNHA) that NSEM and non-Indigenous partners may not be familiar with. This grant will incrementally support Indigenous leader's position.

10. Comprehensive, cooperative, regional approach and benefits. Describe how your project will contribute to a comprehensive, cooperative, and regional approach to ESS. What regional benefits will result from this project?

This is a first of its kind project that takes a comprehensive assessment and modernization of ESS across the North Shore with three municipalities working with the Nations and key partners. In doing this work, we are using the following key principles to guide a comprehensive, cooperative, regional approach:

Modernize ESS to address the needs of equity-denied population groups across the North Shore from a cultural safety lens as a priority. This includes exploration of the unique needs of urban Indigenous on- and off-reserve populations as well as other equity-denied communities.

Take an evidence-based approach by incorporating lived experience and disproportionate impacts perspectives (as per EDMA guidance) across the North Shore as part of ESS which will allow NSEM to build North Shore-wide cultural supports for community navigation towards recovery.

Deliver training to raise awareness within our ESS NSEM volunteers and recruitment of community that represents the diverse North Shore.

Building off NSEM's regional ESS discussion following multiple large scale activations during the 2022/2023 season, NSEM will continue to lead discussion, share best

practices, and inform Provincial working groups committed to modernizing ESS. Through this grant and as the North Shore's ESS program develops culturally safe ESS practices, we will be able to share our collaboration with Squamish Nation and Tsleil-Waututh Nation with the regional partners.

As conversations with EMCR's Recovery Division are already well underway, NSEM will capture lessons learned and share with Provincial partners currently working on policies and processes that meet the needs of all British Columbians. With this funding, NSEM will be able to contribute not only regionally but provincially, to program improvements recommended in the Ombudsperson BC (2023) report including, revisiting some of the operational limitations currently being implemented and better understanding some of the existing vulnerabilities of those most disproportionately impacted by displacement events.

11. Additional Information. Please share any other information you think may help support your submission.

SECTION 5: Required Attachments

Only complete applications will be considered for funding.

The following separate attachments are required to be submitted as part of the application:

- Band Council resolution, Treaty First Nation resolution, or local government Council or Board resolution, indicating support for the current proposed activities and willingness to provide overall grant management.
- Detailed budget for each component identified in the application. This must clearly identify the CEPF funding request, applicant contribution, and/or other grant funding.
- For regional projects only: Band Council resolution, Treaty First Nation, or local government Council or Board resolution, from each partnering applicant that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

SECTION 6: Signature Applications are required to be signed by an authorized representative of the applicant. Please note all application materials may be shared with the Province of BC and FNESS.

I certify that: (1) to the best of my knowledge, all information is accurate, (2) the area covered by the proposed project is within the applicant's jurisdiction (or appropriate approvals are in place) and (3) we understand that this project may be subject to a compliance audit under the program.

Name: Emily Dicken	Title: Director, North Shore Emergency Management
Signature*: <i>Emily Dicken</i> A certified digital or original signature is required.	Date: 01/25/2024

* Signatory must be an authorized representative of the applicant (i.e. staff member or elected official).

Submit applications to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca

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Immigrant Link Centre Society (Charity)

Reg. No: 761286699RR0001

Increasing Food Security through Zero Food Waste

City of North Vancouver

March 4th, 2024

1



Immigrant Link Centre Society (Charity)

Reg. No: 761286699RR0001

- **Background**
- **Objectives**
 1. Reduce Food Waste
 2. Prevent CO2 emission
 3. Address Food Insecurity
 4. Strengthen Community Cohesion
 5. Provide Canadian working experience for newcomers/ students
 6. Educating kids and students about food waste

2



Immigrant Link Centre Society (Charity)

Reg. No: 761286699RR0001

Environmental Impact and Climate Change

- **Recover more than 1,000,000 KG of Food**
Annually
- **Reduction of 1,500,000 KG CO2 Equivalent Emissions**
Annually

3



Immigrant Link Centre Society (Charity)

Reg. No: 761286699RR0001

Food Security

- 500,000 People Food Insecure in BC
- Project Aims to Support 4000 People in need biweekly, which 750 live in North Shore.

4



Immigrant Link Centre Society (Charity)

Reg. No: 761286699RR0001

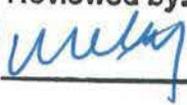
Q & A

Thank you!

Karla Graham

Subject: Presentation Request for Immigrant Link Centre Society at CNV Council
Attachments: ILCS Letter of support Tri-Cities Zero Food Waste RY April 2023.pdf; UWBC Letter of Support 2023.pdf

Sent: October-30-23 6:07 PM
To: Clerks <Clerks@cnv.org>
Cc: Shervin Shahriari (Councillor) <sshahriari@cnv.org>
Subject: Presentation Request for Immigrant Link Centre Society at CNV Council

Reviewed by:  CAO
--

Hi there,

I hope this message finds you well. I am writing on behalf of the Immigrant Link Centre Society, an organization committed to providing essential food support for low-income individuals and refugees while prioritizing environmental stewardship. We've made significant progress in expanding our operations in the City of North Vancouver. With three active food rescue sites and a dedicated team of 27 volunteers, we serve over 300 individuals weekly.

In our pursuit of sustainable solutions, we've engaged in discussions with the North Vancouver City Council to enhance our collaboration with local government bodies. Our recent productive conversation with Councillor Shervin Shahriari, known for his passion for sustainability and addressing food waste, was indeed valuable. His insights have strengthened our dedication to these crucial matters.

Building on this positive interaction, we believe that presenting our progress at a City Council meeting is a crucial step towards gaining further support for our initiatives. We kindly request the opportunity to make a delegate presentation at an upcoming North Vancouver City Council meeting. This presentation will provide an overview of our work, highlight the positive outcomes achieved, and discuss the support we anticipate from the city.

In the attachment you can find two supporting letters from UBC and UWBC for your reference.

We're enthusiastic about the possibility of working together towards a more sustainable future for our community. Thank you for considering this request, and we look forward to scheduling a meeting at your earliest convenience.

Warm regards,
Melody Moheb
Director of Public Relations
Immigrant Link Centre Society



Global News-Soul Bite Food
Tel:(604) 442-4964 Fax:(778) 807-9904



United Way
British Columbia

Working with communities in BC's
Interior, Lower Mainland, Central
& Northern Vancouver Island

March 17th 2023

Immigrant Link Centre Society
#403-206 Therrien Street, Coquitlam, BC, V3K 4T5

To Whom It May Concern,

I am writing this letter in support of Immigrant Link Centre Society's request for funding to further their deep impactful work preventing food waste, protecting the environment, and supporting economic growth for immigrants and refugees.

Immigrant Link Centre Society (ILCS) has been a part of United Way's Food Filler's program for the past 3 years. The goal of the UWBC Food Fillers program is to develop networks to create efficiencies in the redistribution of recovered or donated food where it is needed in the community. ILCS is the largest food recovery organization that we work in this capacity across the Lower Mainland.

In addition to providing food support for the community, ILCS is an active partner and leader in our Community of Practice which provides opportunities for learning and cross-sharing among multiple organizations addressing gaps in localized food access across BC.

UWBC is committed in their support of ILCS and their impactful work and fully supports this funding ask.

Sincerely,

A handwritten signature in black ink that reads "K. Cardinal".

Kendahl Cardinal

Project Strategist Food Security
Community Impact and Investment
United Way British Columbia



THE UNIVERSITY OF BRITISH COLUMBIA

Faculty of Land and Food Systems
Office of the Dean
248-2357 Main Mall
Vancouver, BC Canada V6T 1Z4

Phone 604 822 1219
Fax 604 822 6394
lfs.dean@ubc.ca
www.landfood.ubc.ca

April 3, 2023

To whom it may concern,

Re: Support for Increasing Food Security Through Zero Food Waste, Tri-Cities Pilot Project

UBC Faculty of Land and Food System's mission is to develop change makers and leaders who improve global health through science, innovation, and positive actions. I am pleased to add our Faculty's support behind the Immigrant Link Centre Society (ILCS) as they work to turn the Tri-Cities into a zero-food waste zone to help end hunger and improve food security, a priority for our Faculty.

Our Faculty first partnered with ILCS in 2019 through our academic core, Land, Food and Community (LFC) series. The LFC series aims to create learning opportunities that encourage students to become citizens, professionals, and leaders who understand the opportunities and obstacles to food systems through an ecological, social and economical lens. Since then, ILCS has hosted two student groups per term to address food system sustainability issues and community food security through project collaboration.

In addition to supporting our undergraduates, for the past two years, they are also partnered with our Master of Food and Resource Economics professional program. Our students undertook a graduating project supporting professional development and experiential learning with deliverables. ILCS was also the organization of choice for a recent case competition providing students with experiential learning opportunities to help solve a real problem.

I strongly support their goal of turning the Tri-Cities into a zero-food waste region and would welcome any questions you have regarding Immigrant Link Centre Society.

Sincerely,

A handwritten signature in black ink that reads "Rickey Y. Yada".

Rickey Y. Yada, PhD
Professor and Dean



-		
Department Manager	Director	CAO

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

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Larry Sawrenko, Chief Financial Officer

Subject: 2024 PROPERTY TAX INCREASE DISTRIBUTION OPTIONS

Date: March 27, 2024 File No: 05-1970-05-0005/2024

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

RECOMMENDATION

PURSUANT to the report of the Chief Financial Officer, dated March 27, 2024, entitled “2024 Property Tax Increase Distribution Options”:

THAT an across the board 2024 Property Tax Increase of 6.9% be endorsed;

AND THAT staff bring forward a Tax Rate Bylaw (2024) that must be adopted before May 15, 2024 in accordance with the *Community Charter*.

BACKGROUND

The purpose of this report is to discuss the distribution of the City of North Vancouver’s (“CNV”) 2024 tax rate increase among property classes.

The Community Charter requires the preparation and adoption of a Tax Rates Bylaw after adoption of the Financial Plan but before May 15 each year. The property tax rates are set each year to enable CNV to collect the tax levy that is required in the Financial Plan. During the 2024 financial planning process, Council adopted an overall 6.9% tax rate increase.

How Property Taxes Are Calculated

CNV uses a common 4 step process to calculate property tax rates, referred to as the conventional method.

1. The first step is to calculate the base tax rate for each class. The base tax rate is the tax rate required to collect the same tax dollars from the same pool of properties as the prior year. This process adjusts the tax rate for market fluctuations. For instance, if the assessed values rise then the tax rate to collect the same level of taxes decreases accordingly.
2. CNV then applies the base tax rate to the 'growth' component of the roll to determine the taxes available from the assessed value new to the roll. This estimate of new taxes then becomes a new source of funds for the Financial Plan.
3. The recommended Financial Plan is then presented to Council, with explanations for any recommended tax increases. Once Council has endorsed CNV's Financial Plan and any tax rate increase, this endorsed tax rate increase is then used to recalculate the tax rates by property class.
4. A final step is consideration of tax shifting. Options in this regard are typically presented to Council and, if a shifting option is adopted, rates are adjusted to reflect the selected shift.

An example calculation of the 2024 tax rate for the Residential Class is shown below:

2023			2024			
A	B	C=A/1,000 x B	D	E	F=D-E	G= C/Fx1,000
Assessed Value (\$)	Tax Rate (\$ per \$000)	Tax Levy (\$)	Assessed Value (\$)	Growth (\$)	Value W/O Growth (\$)	Tax Rate (\$ per \$000)
27,883,150,131	1.55077	43,240,353	28,384,974,131	516,768,200	27,868,205,931	1.55160

Assuming no tax increase, the above calculations illustrate how the 2024 Residential Class tax rate increased from 1.55077 to 1.55160 to account for the market decrease in assessed values excluding current year growth. Assuming all other variables constant, a rate increase of 6.9% would be applied to this new rate and the tax rate for the Residential Class would be about 1.65866 per \$1,000 of assessment in 2024 [1.55160*(1+6.9%)].

It is the goal of CNV's Long Term Property Tax Strategy for the:

- Business and Other ("Business") Tax Rate be equalized with the Light Industry Tax Rate; and
- Business/Light Industry to Residential tax rate ratio be at or below the median for the region.

Step 4 in CNV's property tax methodology is there to enable consideration of tax shifting as needed to help CNV achieve the goals outlined in the Long Term Property Tax Strategy above.

Tax Shifting Within the Residential Class (Class 1)

Even if there were no tax increase, the amount of taxes paid by each property would usually change as a result of the change in the assessed value of a property. That is, properties with assessment increases in excess of the average increase of the property class would see their tax bill increase while properties with an assessment increase lower than the average would see a reduction of the amount of tax owed.

The average 2024 taxable assessment increase of the Residential Class inclusive of growth is 1.3%. An average multi-dwelling unit’s taxable assessment decreased 1.1%. The taxable assessment of an average single dwelling unit increased 2.1%. If there was no annual tax increase, the average multi-dwelling unit taxpayer would see a slight decrease in their tax invoice, while, an average single dwelling unit would see an increase in the amount of taxes owed. This explains the differences in average tax rate increases (decreases) of both types of residential property in the analysis contained in the following sections of the report.

Residential	2024		Change in Avg. Taxable Value from 2023	
	#	Avg. \$	\$	%
Multi-Dwelling Unit	13,370	919,236	(10,038)	(1.1%)
Single Dwelling Unit	5,571	2,096,462	43,247	2.1%
Residential Other	346	12,175,514	753,298	6.6%
Residential Vacant	276	734,290	(25,181)	(3.3%)
	19,563	1,450,952	17,960	1.3%

- The average taxable assessed value for the "Residential Vacant" subclass experienced a decrease in average assessed value as a number of properties transitioned to other subclasses as site development progressed.

It is important to note that such shifts are the result of market fluctuations and changes in the assessment roll. As legislation only allows for a single tax rate per class, it is not possible for steps to be taken to mitigate these shifts.

Business and Other Class (Class 6) Assessment Breakdown

Within the Business and Other property class there is a great deal of variation both in the nature of the properties and their assessed values. Taxable assessed values range from \$13K for a commercial strata lot parking spot to \$92M for a shopping mall. Total assessed values in this class are \$4,673M in 2024, a decrease of \$72M vs 2023 values of \$4,745M. Assessment data indicates a 1.7% average decrease for Class 6.

Business to Residential Tax Rate Ratio

The following table compares the ratio of Business Class to Residential Class 2023 tax rates for a representative group of lower mainland municipalities.

Municipality	Average 2023 Tax Ratio		
	Business Class Tax Rate (Mill Rate)	Residential Class Tax Rate (Mill Rate)	Ratio of Business to Residential Class
West Vancouver	3.27	1.51	2.16
Richmond	3.53	1.63	2.17
Surrey	3.79	1.50	2.53
District of North Vancouver	4.19	1.56	2.68
Vancouver	5.06	1.63	3.10
City of North Vancouver	4.92	1.55	3.17
New Westminster	8.10	2.50	3.24
Burnaby	4.75	1.46	3.25
Coquitlam	6.51	1.85	3.52
Median	4.75	1.63	3.10

Source – Province of BC (2023 Local Gov't Data Entry Forms, Schedule 702)

CNV's ratio has been near the regional median for the past few years.

DISCUSSION

Should tax shifting be considered, the approved increase would be allocated differently between the residential and non-residential classes, as demonstrated in the Property Tax Distribution Options section below.

Property Tax Distribution Options

Options for the distribution of the 2024 general municipal tax rate increase are presented below. The options have been calculated based on the BC Assessment Completed Roll. The same amount of taxes is collected under each option.

OPTION 1: 6.9% Across the Board Tax Increase - RECOMMENDED

This option would apply the tax increase evenly over all the available property classes, with the exception of Utilities (Class 2) and Major Industry (Class 4), which are mostly capped by provincial legislation. Under this option, the rate for all Major Industry properties is capped.

The municipal tax impact under Option 1 on the Residential and Business and Other Class is the following:

(\$000s)	2023	2024	\$ Change	% Change
Average Multi-Dwelling Unit	1,441	1,525	84	5.80%
Average Single Dwelling Unit	3,184	3,477	293	9.21%
Average Residential Other	17,713	20,195	2,482	14.01%
Average Residential Vacant	1,178	1,218	40	3.41%
Residential Property Class (Avg.)	2,251	2,407	156	6.90%
Business and Other Property Class	16,885	18,051	1,166	6.90%

Under Option 1, the ratio of the Business Class to Residential Class tax rates increases slightly, from 3.17 in 2023 to 3.20 in 2024. The assessed values for the residential property class as a whole (1.3%) have increased while the assessed values for the Business and Other Class (-1.7%) have decreased causing the slight increase in the ratio.

OPTION 2: Tax Shift to Residential - NOT RECOMMENDED

Option 2 is based on moving the Business to Residential tax rate ratio exactly to the 2024 regional median ratio of 3.10. This option results in a 2024 tax rate increase of 4.65% for the Business & Light Industry Classes, versus an increase of 6.90% for these classes under Option 1. The corresponding 2024 tax rate increase for Residential Class under this option would increase from 6.90% to 8.12%. On a percentage basis, the Residential class increase is less than the Business and Light Industrial Class decrease, given the greater values in the Residential class vs the Business and Light Industrial classes.

The municipal tax impact under Option 2 is the following:

(\$000s)	2023	2024	\$ Change	% Change
Average Multi-Dwelling Unit	1,441	1,542	101	7.01%
Average Single Dwelling Unit	3,184	3,517	333	10.46%
Average Residential Other	17,713	20,426	2,713	15.31%
Average Residential Vacant	1,178	1,232	54	4.59%
Residential Property Class (Avg.)	2,251	2,434	183	8.12%
Business and Other Property Class	16,885	17,671	786	4.65%

Option Summary

A summary of the above options is as follows:

(\$000s)	Taxes 2023	Option 1 2024	% Change	Option 2 2024	% Change
Average Multi-Dwelling Unit	1,441	1,525	5.80%	1,542	7.01%
Average Single Dwelling Unit	3,184	3,477	9.21%	3,517	10.46%
Average Residential Other	17,713	20,195	14.01%	20,426	15.31%
Average Residential Vacant	1,178	1,218	3.41%	1,232	4.59%
Residential Property Class (Avg.)	2,251	2,407	6.90%	2,434	8.12%
Business and Other Property Class	16,885	18,051	6.90%	17,671	4.65%
Business/Residential Ratio	3.17	3.20		3.10	

Staff Recommendation

Staff have considered the following when developing the recommended option:

- 1. Business/Residential Ratio** – The practice of shifting all or part of the approved tax rate increase was initiated as a strategy for CNV to meet the goal of the Long Term

Property Tax Strategy of having a business/residential ratio at the regional median. Both option 1 and option 2 leave the City’s ratio close to the 2023 median.

2. **Neutrality** – The percentage tax increases applied to each property class is in alignment with the percentage increase communicated through the public input period and discussion in open Council meetings, and treats each class as consistently as possible.

3. **Timing** – Staff are currently finalizing the City’s Economic Strategy, and a distribution option consistent with Council’s decisions over the last few years to implement across the board increases is considered appropriate until approval of the strategy.

4. **Combined Taxes and Utilities** – Finally, the average amount paid by City of North Vancouver residential property owners in combined municipal taxes and utilities in comparison to others in the region should also be considered. The following table provides a summary of the 2023 combined tax and utility charges for a representative single family dwelling in the region. The differences between Options 1 and 2 for a single family unit is \$40 (ie. 0.8% of the total 2023 municipal taxes and utilities), so is not significantly different in terms of competitiveness.

Municipality	2023 Representative House (\$)		
	Municipal Taxes	Municipal Utilities	TOTAL
West Vancouver	5,681	2,573	8,254
New Westminster	3,952	3,882	7,834
Vancouver	4,229	1,819	6,048
District of North Vancouver	3,412	2,029	5,441
Richmond	3,202	1,654	4,856
City of North Vancouver	3,184	1,601	4,785
Coquitlam	3,135	1,526	4,661
Surrey	2,602	1,316	3,918
Burnaby	2,914	797	3,711

Source – Province of BC (2023 Local Government Data Entry Schedule 704)

Staff is recommending **Option 1 (6.9% Across the Board Tax Increase)** for Council consideration. This option keeps the Business to Residential Ratio near the regional median, is a neutral approach, and keeps the combined municipal tax and utility levels for the representative house in the region competitive.

Next Steps

Pending Council’s consideration, staff will be bringing forward the 2024-2028 Financial Plan Bylaw and the 2024 Tax Rate Bylaw to the Regular Council Meeting of April 22, 2024 for first three readings. CNV’s Economic Strategy is also expected to be presented to Council in Q2 2024. The work to update CNV’s Long Term Property Tax Strategy will commence thereafter.

FINANCIAL IMPLICATIONS

Financial implications are discussed throughout the report.

INTER-DEPARTMENTAL IMPLICATIONS

CNV's Real Estate and Economic Development Division continues to advance the CNV's Economic Strategy. Once complete, staff will update CNV's Long Term Property Tax Strategy for Council consideration.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The tax distribution recommended by staff in this report is based on the objectives of the City's Long Term Property Tax Strategy, which, as part of the City's Economic Strategy, was developed in consultation with the community to support the City's economic objectives.

RESPECTFULLY SUBMITTED:



Larry Sawrenko
Chief Financial Officer

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

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Michelle Lam, North Shore Mobility Options Coordinator

Subject: PROVINCIAL ELECTRIC KICK SCOOTER PILOT PROJECT EXTENSION

Date: March 27, 2024 File No: 16-8330-05-0001/1

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

RECOMMENDATION

PURSUANT to the report of the North Shore Mobility Options Coordinator, dated March 27, 2024, entitled "Provincial Electric Kick Scooter Pilot Project Extension":

THAT the City of North Vancouver's participation in the Provincial Electric Kick Scooter Pilot Project be continued from April 2024 to April 2028;

AND THAT "Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022" (Electric Kick Scooter Pilot) be given first, second and third readings.

ATTACHMENTS

1. Council Report of January 6, 2022 – Proposed Bylaw to Enable E-Scooter Pilot (CityDocs [2140459](#))
2. Province of British Columbia, Order of the Lieutenant Governor in Council, Order in Council No. 640 (CityDocs [2484504](#))
3. "Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022" (Electric Kick-Scooter Pilot) (CityDocs [2484494](#))

SUMMARY

The BC Ministry of Transportation and infrastructure (BC MoTI) has extended their Electric Kick Scooter Pilot Project for another four years, beginning in April 2024. In order to continue participating in the pilot project, City Council must pass a resolution and the proposed bylaw amendments. This pilot extension will continue to permit the use of personal electric kick scooter ("e-scooters") owned or leased by individuals or

rented out by traditional brick-and-mortar businesses within the City of North Vancouver. Additionally, the City's continued participation in this BC MoTI led pilot enables information sharing and learning to occur between the City, Ministry, and other participating governments.

BACKGROUND

In 2021, the BC MoTI launched a pilot project to enable and learn about e-scooter use in participating pilot communities, along with guidelines for users and rules of the road.

In 2022, Council adopted the necessary amendments to the Street and Traffic Bylaw, No. 7125 (Attachment 2) to enable the use of personal e-scooters. The bylaw amendments formally enabled the City's participation in the first pilot project by accepting the definition of e-scooters and establishing the permitted operating areas for e-scooters as required by the BC MoTI pilot framework.

Since joining as a pilot community, the City has benefited from communicating with and learning from the Ministry and participating communities through working groups, conference calls and periodic data-sharing and reporting.

The current pilot project ends on April 5, 2024, at which time a new four-year pilot is starting under a new regulation and legislative framework. To continue participation in the Electric Kick Scooter Pilot Project, a resolution must fulfil the legislative requirements under Motor Vehicle Act section 304 (as amended by the Motor Vehicle Amendment Act, 2023, the operative section of which comes into force on April 5, 2024). The proposed bylaw amendments are essentially housekeeping amendments to reference the new BC MoTI regulations with no other significant changes. There is no expected increase or change in the City's involvement per this new pilot launch.

DISCUSSION

Interim Results

Thirteen jurisdictions have participated in the provincial pilot to enable the use of e-scooters. BC MoTI has summarized the interim results from all participating pilot communities. These results are from the current pilot project:

- British Columbians support the testing of electric kick scooters;
- Electric kick scooters have environmental benefits and can help meet sustainable transportation goals;
- Participating communities have higher levels of support;
- Electric kick scooters can help meet sustainable transportation goals;
- Injuries and conflicts with other road users are rare when operators follow the rules;
- Overall awareness of the project and electric kick scooter laws is low.

Pilot Extension (2024-2028)

The Province encourages communities to join the pilot project for an additional four years from April 2024 - April 2028, as it will assist in assessing the safety of these devices and help to develop a potential permanent regulatory framework for these devices. Note that e-scooter use is not legally permitted within a community unless it is participating in the pilot project.

The rules and regulations with the pilot extension (see Attachment 3) do not include significant changes. Minor amendments are summarized below.

Pilot Revisions

The new regulation makes minor updates to certain device requirements, including:

- maximum speed is now 25 km/hr instead of 24 km/hr;
- the device must have a braking system that can stop the device completely within 7.5 meters when traveling at 25 km/h on a smooth, level, and clean surface;
- the device is permitted to be equipped with a flashing red light.

The new regulation makes minor updates to certain operator requirements, including duty to make a 'hook turn' (or dismount the device and cross as a pedestrian) to turn left at intersections. No significant changes were made to the current permitted operating areas for e-scooters.

Annual Reporting

The 2024-2028 pilot has simplified processes for participation and reporting. The Province will obtain data from parties including BC Injury Research and Prevention Unit, and qualitative data from participating municipalities. The City is required to report annually to BC MoTI, outlining the pilot's impacts on the transportation network and the community, as well as insights into e-scooter utilization.

FINANCIAL IMPLICATION

There are no financial implications anticipated as a result of this pilot.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The e-scooter pilot supports key goals and objectives in the City's Official Community Plan, including prioritizing the use of non-automobile modes of travel (Objective 2.1), encouraging technological innovation to overcome transportation barriers (Objective 2.3.7), encourage low-emission transportation options (Objective 2.3.8), and collaborating with neighbouring municipalities to improve the connectivity of the transportation system (Objective 2.3.10).

The pilot also supports key 2022-2026 Council Strategic Plan priorities, including: A Connected City that provides active and sustainable ways for people and goods to move to, from, and within the City safely and efficiently.

RESPECTFULLY SUBMITTED:



Michelle Lam,
North Shore Mobility Options Coordinator

**MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY
FROM CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON
MONDAY, JANUARY 17, 2022**

REPORT

3. Proposed Bylaw to Enable E-Scooter Pilot – File: 16-8330-11-0001/1

Report: Policy Analyst, Transportation, and North Shore Mobility Options
Coordinator, January 6, 2022

Moved by Councillor Back, seconded by Councillor McIlroy

PURSUANT to the report of the Policy Analyst, Transportation, and the North Shore
Mobility Options Coordinator, dated January 6, 2022, entitled “Proposed Bylaw to
Enable E-Scooter Pilot”:

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846”
(Electric Kick Scooter Pilot) be considered.

CARRIED UNANIMOUSLY

BYLAW – FIRST, SECOND AND THIRD READINGS

4. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846”
(Electric Kick Scooter Pilot)

Moved by Councillor Back, seconded by Councillor McIlroy

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846”
(Electric Kick Scooter Pilot) be given first and second readings.

CARRIED UNANIMOUSLY

Moved by Councillor Back, seconded by Councillor McIlroy

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846”
(Electric Kick Scooter Pilot) be given third reading.

CARRIED UNANIMOUSLY

**MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY
FROM CITY HALL, 141 WEST 14TH STREET, NORTH VANCOUVER, BC, ON
MONDAY, JANUARY 17, 2022**

PRESENTATION

E-Scooter Pilot Enabling Bylaws – Policy Analyst, Transportation

The Policy Analyst, Transportation provided a PowerPoint presentation regarding the “E-Scooter Pilot Enabling Bylaws” and she and the Manager, Transportation Planning, and the North Shore Mobility Options Coordinator responded to questions of Council.



 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: Natalie Corbo, Policy Analyst
Zachary Mathurin, North Shore Mobility Options Coordinator

Subject: PROPOSED BYLAW TO ENABLE E-SCOOTER PILOT

Date: January 6, 2022 File No: 16-8330-11-0001/1

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

RECOMMENDATION

PURSUANT to the report of the Policy Analyst and the North Shore Mobility Options Coordinator, dated January 6, 2022, entitled "Proposed Bylaw to Enable E-Scooter Pilot";

THAT "Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846" (Electric Kick Scooter Pilot) be considered.

ATTACHMENTS

1. *Motor Vehicle Act* Contraventions for Electric Kick Scooters (CityDocs [2131476](#))
2. "Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846" (Electric Kick-Scooter Pilot), and Schedule "I" (CityDocs [2086412](#)) (CityDocs [2131578](#))

SUMMARY

In order to enable the personal electric kick-scooter (e-scooter) pilot in the City and the North Shore, pilot municipalities must adopt enabling bylaws consistent with provincial pilot regulations. Until such time, e-scooters remain illegal in the pilot municipalities.

This report recommends advancing amendments to the Street & Traffic Bylaw, No. 6234 to enable the pilot. The proposed amendments would formally enable the City's participation in the pilot program, define e-scooters, and establish the permitted operating areas for e-scooters.

BACKGROUND

In October 2019, the Provincial Government introduced amendments to the *Motor Vehicle Act (the Act)* to allow municipalities to conduct pilot projects on devices not currently allowed for use under *the Act*, such as e-scooters. In January 2020, City staff submitted a joint Expression of Intent with the Districts of North Vancouver (DNV) and West Vancouver (DWV) to participate in the pilot and a full proposal was submitted in March 2020. Council endorsed the proposal in July 2020 subject to the following conditions:

1. The pilot proposal is approved by the Ministry of Transportation and Infrastructure and Cabinet;
2. The pilot last for no more than three years from the date of its approval by Cabinet;
3. The pilot is to be initially applicable to personal e-scooter devices, with opportunities for other devices and shared device fleets to be re-assessed at a later date; and,
4. Local bylaw regulations to manage e-scooter devices through the pilot are brought to Council for consideration and approval.

In March 2021, the Province announced the approval of the pilot in six municipalities across British Columbia, effective April 5, 2021: City of Vancouver, City of North Vancouver, District of North Vancouver, District of West Vancouver, City of Kelowna, and City of Vernon. As of October 2021, the Province also approved e-scooter pilots in the City of Richmond and the City of Nanaimo. At this time, the Cities of Vancouver, Kelowna, Vernon and Richmond have passed bylaws that enable the pilot in their communities.

The Province created regulations for these pilot communities to define performance specifications for e-scooters, rider rules, and general parameters for where e-scooters can travel. Pilot municipalities are expected to adopt enabling bylaws consistent with the Province's pilot regulations to formally begin the pilot. Until bylaws are adopted, e-scooters remain illegal in the pilot communities. Municipalities cannot modify the regulations addressing performance specifications and rider rules, but have the ability to expand or narrow the scope of where e-scooters may travel.

DISCUSSION

Overview of City and North Shore approach

The Province's main goal for the pilot is to understand the impacts of e-scooters on the transportation network and inform long-term policymaking about micromobility, including other devices not covered by the *Motor Vehicle Act* or this pilot. The City and its North Shore partners share this goal. In addition, the City seeks to encourage non-vehicle ways of moving around, consistent with the Official Community Plan, the Transportation Plan, and Council's Strategic Plan. As a first step, the proposed approach in the City and across the North Shore would allow the use of personal e-scooters owned or leased by individuals, or rented out by traditional brick-and-mortar businesses. At this time, e-scooter share services similar to the e-bike share pilot would not be considered. E-scooters are growing in popularity and staff have observed an increase in use around the City and across the North Shore. As with other road users, e-scooter riders cross

municipal boundaries, highlighting the need for a consistent regulatory approach. To that end, City staff have been working collaboratively with colleagues at the two other North Shore municipalities to develop regulations that meet the needs of our shared local context. The intent is to create a predictable environment and ensure a consistent experience for users and staff that will help manage the impacts of this new mode.

The proposed amendments have been informed by those adopted in other participating pilot municipalities in Metro Vancouver, namely the City of Vancouver and the City of Richmond. Furthermore, staff engaged with key stakeholders like the North Vancouver RCMP, which would have a key enforcement role, and Vancouver Coastal Health (VCH), which is actively monitoring transportation-related injuries involving e-scooters. This will help strike the right balance between regional consistent regulations, treating similar modes in similar ways, and managing enforcement burdens.

Provincial regulations establish rules for rider behavior and device standards

The Provincial Electric Kick Scooter Pilot Project Regulation establishes device and operational requirements, as well as duties and responsibilities for riders. The purpose of these rules is to promote safe use of e-scooters in the pilot communities for riders and for other road and path users. The City does not have the ability to modify these requirements as part of the pilot program. Through the introduction of a new definition for electric kick scooters in the Street and Traffic Bylaw, the proposed bylaw amendments will directly reference the provincial regulations concerning riders and standards. Generally, these rules are similar to those for e-bikes. When operating on a roadway, e-scooter riders also have similar rights and duties as a motor vehicle. These rules specify that e-scooter riders:

- Do not require a license;
- Must be at least 16 years of age;
- Must wear a helmet;
- Must slow down when near pedestrians on multi-use paths;
- Must exercise due care around pedestrians and other road or pathway users;
- Must use a bell or horn when passing other riders and pedestrians;
- Must not ride on the sidewalk;
- Must ride single-file; and,
- Must not tow or carry another person.

The pilot device standards:

- Require front and rear lights;
- Require a bell or horn;
- Impose a maximum speed of 24 km/hr; and,
- Disallow a seat, pedals, or structure enclosing the device.

Proposed bylaw amendments to establish where e-scooters may travel

Per the Provincial pilot, the City can impose restrictions on where e-scooters may operate. These are the only new regulations being introduced. Generally, e-scooters and their riders would be treated similarly to skateboards in terms of where e-scooters can travel. Table 1 provides a summary of the areas/facilities where e-scooter use will be permitted and restricted in Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2021, No. 8846 (see Attachment 2).

Table 1: Proposed E-Scooter Operating Permissions and Restrictions

FACILITY TYPE	ALLOWED?
Local Roads (no continuous centreline)	Yes
Mobility/Bike Lane	Yes
Multi-Use Paths	Yes
Arterial Roads (if no Mobility/Bike Lane)	No
Park Trails	No
Sidewalks	No
City Plazas and Public Open Spaces	No

A detailed map showing arterial roads, minor arterials and collector streets where e-scooter use is restricted unless in a mobility lane can be referenced in the Attachment 2 map (Schedule I). Note that many of these streets (including W 13th Street, Jones Ave, Larson Road and others) have existing mobility lanes, meaning that they will comprise part of the e-scooter network. Restricting use in general purpose travel lanes on the City's highest-volume streets will help minimize conflict with other road users and promote the use of e-scooters in safer operating conditions.

The proposed operating permissions and restrictions are generally consistent with the other Metro Vancouver pilot communities.

Enforcement is primarily under the *Motor Vehicle Act*

Enforcing the provincial e-scooter regulations and local operating area restrictions primarily falls to law enforcement as infractions will be considered moving violations under the *Motor Vehicle Act*. The new infractions and the associated fines are attached to this report (see Attachment 1).

Rules and regulations will be communicated widely

Staff in Communications and Transportation Planning are collaborating on a strategy to raise public awareness of the operating restrictions and rules of the road for e-scooters. The City will communicate out both Provincial and local restrictions using the City's website, social media channels, and other communications tools, reminding the public that all regulations are enforceable by the RCMP. Staff will also coordinate with agency

partners, local businesses and other municipalities where possible to broaden the reach of this messaging and pursue opportunities for further rider education, including targeted outreach to businesses selling or renting e-scooters for personal use. This approach will be adapted as needed in response to any emerging issues.

Planned monitoring of the pilot's impacts

As part of its pilot obligations, the City must report annually to the Ministry of Transportation and Infrastructure (MOTI) on the pilot's impacts on the transportation network, the community, and on incidents and injuries. Staff plan to regularly collect information in the field to understand where and how e-scooters are being used, including counts and speeds on popular corridors, as well as resident impressions through short intercept surveys. Staff plan to use existing tools like the North Shore Transportation Panel Survey to understand community perceptions, and staff are also investigating long-term engagement strategies. Staff are actively working with VCH to understand the impact of e-scooters on road injuries in order to track and report the pilot's findings. Periodic updates to Council regarding monitoring activities will be provided.

The Provincial pilot period expires in April 2024. Although the Province has not indicated next steps beyond this timeframe, the intent of the pilot is to craft a permanent legal framework for micromobility devices.

FINANCIAL IMPLICATIONS

There are no significant financial implications anticipated as a result of this pilot. Existing funds that have been previously appropriated will be used for promotion and public awareness. An outside legal review indicated that the City's approach of treating e-scooters similarly to skateboards in terms of their operating area helps limit risk and liability exposure.

INTER-DEPARTMENTAL IMPLICATIONS

The bylaws were developed by Transportation Planning with input from the City solicitor, Bylaws, Engineering, Finance, and the RCMP. Communications staff will assist with leading the public communications and education efforts for e-scooters. Staff have also coordinated with colleagues at the District of North Vancouver and the District of West Vancouver.

The introduction of e-scooters will most directly impact the work of RCMP officers, who may conduct enforcement activities on an as-needed basis. The RCMP is supportive of the approach outlined in this report, and will assist with enforcement as resources allow. Transportation Planning staff will continue to coordinate the City's monitoring, communications approach, educational efforts, and enforcement of personal e-scooters with other agencies and departments.

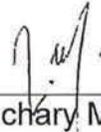
STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The e-scooter pilot supports key goals and objectives in the City's Official Community Plan, including prioritizing the use of non-automobile modes of travel (Objective 2.1), encouraging technological innovation to overcome transportation barriers (Objective 2.3.7), encourage low-emission transportation options (Objective 2.3.8), and collaborating with neighbouring municipalities to improve the connectivity of the transportation system (Objective 2.3.10). The pilot also supports key 2018-2022 Council Strategic Plan priorities, including: exploring innovative solutions to transportation challenges and increasing the City's viability as a tourism destination.

RESPECTFULLY SUBMITTED:



Natalie Corbo
Policy Analyst



Zachary Mathurin
North Shore Mobility Options Coordinator

Electric Kick Scooter Pilot Project Regulation

Summary Descriptions of Offences

SECTION #	Description of Offence	Max. Fine Amount
3	Operate Electric Kick Scooter under 16 years of age	\$109
4ⁱ	Operate Electric Kick Scooter contrary to regulations	\$109
16	Operate Electric Kick Scooter on highway where prohibited	\$109
17	Fail to exercise duty to pedestrian	\$109
18ⁱⁱ	Fail to comply with duties of Electric Kick Scooter operator on highway	\$109
18 (1)(b)	Operate Electric Kick Scooter without required helmet	\$29
19	Fail to comply with duties at collision (accident)	\$109

ⁱ Similar to section 219 of the *Motor Vehicle Act* (equipment of motor vehicles), under section 4 of the pilot project regulation, a ticket can be issued to an EKS operator for non-compliance with any of the device requirements as set out in sections 5 to 13 of the pilot project regulation. See below for more details (i.e. “*List of Contraventions*”).

ⁱⁱ Includes all subsections of section 18 except for subsection 1(b) (i.e. “*Operate EKS without required helmet*”) which is listed in the above table as a separate contravention because of the (different) max. fine amount of \$29.

List of Contraventions

SEC #	Description of Contravention
	MINIMUM AGE
3	A person who is under 16 years of age must not operate an electric kick scooter on a highway
	GENERAL OPERATION REQUIREMENTS (Requirements of Electric kick scooter)
4	A person must not operate an electric kick scooter (device) on a highway unless the device meets all the requirements of sections 5 to 13 (please see below)
5	Weight limit of electric kick scooter <ul style="list-style-type: none"> ➤ The weight of an electric kick scooter (device), including its motor and batteries, must not exceed 45 kg when the device is unladen
6	Motor The motors of an electric kick scooter (device) must <ul style="list-style-type: none"> (a) have a continuous power output rating that in total does not exceed 500 W, (b) not be capable of propelling the device at a speed that exceeds 24 km/h on a clean, paved and level surface, and (c) cease to propel the device forward if the accelerator is released or if the brakes are applied
7	Brake performance <ul style="list-style-type: none"> ➤ An electric kick scooter (device) must be equipped with a braking system capable of bringing the device, while being operated at a speed of 24 km/h on a clean, paved and level surface, to a full stop within 9 m of the point at which the brakes are applied
8	Wheels <ul style="list-style-type: none"> ➤ The wheels of an electric kick scooter must be no more than 430 mm in diameter
9	Bell or Horn <ul style="list-style-type: none"> ➤ An electric kick scooter must be equipped with a bell or horn
10	Batteries and motor securement <ul style="list-style-type: none"> ➤ The batteries and motor of an electric kick scooter (device) must be securely fastened to the device to prevent their movement in any direction relative to the device while the device is operating
11	Electrical terminals <ul style="list-style-type: none"> ➤ All electrical terminals on an electric kick scooter must be completely insulated or covered
12	No seat, pedals or enclosing structure An electric kick scooter must not have <ul style="list-style-type: none"> (a) a seat or a surface or structure that could be used as a seat, (b) pedals, or (c) any structure enclosing it
13	Lights A person must not operate an electric kick scooter (device) on a highway between 1/2 hour after sunset and 1/2 hour before sunrise <u>unless</u> the device is equipped with, <ul style="list-style-type: none"> (a) at the front of the device, a lighted lamp displaying a white or amber light that, under normal atmospheric conditions, is visible from at least 150m in the direction the device is pointed, and (b) at the rear of the device, a lighted lamp displaying a visible red light
(1)	
(2)	The lighted lamps required under subsection (1) may be <ul style="list-style-type: none"> (a) attached to the electric kick scooter (device), or (b) carried or worn by the person operating the device

WHERE TO OPERATE ON HIGHWAY	
16 (1)	<p>A person must not operate an electric kick scooter on a highway unless the highway is located within a pilot community and,</p> <p>(a) if the highway is a municipal highway, it is a designated location, or</p> <p>(b) if the highway is not a municipal highway,</p> <p style="padding-left: 40px;">(i) it has a speed limit no greater than 50 km/h or has a designated use lane that permits cycles,</p> <p style="padding-left: 40px;">(ii) it is not a highway named in Schedule 1 of section 19.07 [Schedule 1 highway restrictions] of the MVAR,</p> <p style="padding-left: 40px;">(iii) the location is not on or within any part of a structure to which s. 3 [farm vehicles, bicycles and pedestrians] of the Provincial Public Undertakings Regulation (PPAR) applies, and</p> <p style="padding-left: 40px;">(iv) the location is not on or within the roadway of a structure to which s. 4 [slow vehicles and bicycles] or 9 [prohibited vehicles, bicycles and tire chains] of the PPAR applies, or on or within any of the approaches to the structure</p>
(3)	<p>A person operating an electric kick scooter (device) on a highway within a pilot community must operate the device,</p> <p style="padding-left: 40px;">(a) if the highway has a speed limit no greater than 50 km/h and has designated use lanes that permit cycles, in those lanes, unless specified otherwise in a bylaw of that pilot community,</p> <p style="padding-left: 40px;">(b) if the highway has a speed limit greater than 50 km/h and has designated use lanes that permit cycles, in those lanes, and</p> <p style="padding-left: 40px;">(c) if the highway has a speed limit no greater than 50 km/h and does not have designated use lanes that permit cycles, as near as practicable to the right side of the highway</p>
(4)	<p>A person operating an electric kick scooter (device) on a highway within a pilot community must not operate the device as follows, unless specified otherwise in a bylaw of that pilot community:</p> <p style="padding-left: 40px;">(a) on a sidewalk, unless a traffic control device permits the operation of cycles on that sidewalk;</p> <p style="padding-left: 40px;">(b) on a highway where a traffic control device prohibits the operation of cycles</p>
(6)	<p>A person must not, for the purpose of crossing a highway within a pilot community, operate an electric kick scooter on a crosswalk unless a traffic control device or a bylaw of that pilot community permits the operation of cycles on that crosswalk</p>
OPERATION NEAR PEDESTRIANS	
17	<p>A person operating an electric kick scooter (device) on a lane, sidewalk, walkway or path used by pedestrians</p> <p style="padding-left: 40px;">(a) must not operate the device at a speed that exceeds that of pedestrian traffic near the device on the lane, sidewalk, walkway or path, except while the person is passing a pedestrian, and</p> <p style="padding-left: 40px;">(b) must not pass a pedestrian without sounding the bell or horn attached to the device</p>
DUTIES OF OPERATOR ON HIGHWAY	
18 (1)	<p>A person operating an electric kick scooter (device) on a highway:</p> <p style="padding-left: 40px;">(a) must not operate the device abreast of another person operating a cycle or electric kick scooter on the roadway [SAME AS CYCLES]</p> <p style="padding-left: 40px;">(b) must wear an approved bicycle safety helmet (compliant with s. 184 (4) (a) and (b) of the Act) - unless the person is exempt from that requirement under section 3 [<i>exemption</i>] of the Bicycle Safety Helmet Exemption Regulation [SAME AS CYCLES]</p> <p style="padding-left: 40px;">(c) must keep at least one hand on the steering handlebar of the device</p> <p style="padding-left: 40px;">(d) must sound the bell or horn attached to the device when it is reasonably necessary to notify cyclists, pedestrians or others of the person's approach</p>

	<p>(e) must, if the device is not equipped with turn signal lights as described in paragraph (f), signify</p> <p>(i) a left turn by extending the person’s left hand and arm horizontally from the device, and</p> <p>(ii) a right turn by doing either of the following:</p> <p>(A) extending the person’s left hand and arm out and upward from the device so that the upper and lower parts of the arm are at right angles;</p> <p>(B) extending the person’s right hand and arm out horizontally from the device</p> <p>[SAME AS CYCLES—If not equipped with turn signals]</p>
	<p>(f) must, if the device is equipped with red, white or yellow turn signal lights that are visible from behind and in front of the device, signify a right or left turn by doing either of the following:</p> <p>(i) activating the appropriate turn signal light;</p> <p>(ii) extending the person’s hand and arm as described in paragraph (e) (i) or (ii), as applicable</p>
	<p>(g) must signify a stop or decrease in speed (i.e. using hand signals), by extending the person’s left hand and arm out and downward from the device so that the upper and lower parts of the arm are at right angles, unless the device is equipped with a visible red light at the rear that is activated when the person operating the electric kick scooter applies the brakes</p> <p>[SAME AS CYCLES—If not equipped with brake/stop light]</p>
	<p>(h) must not operate the device other than in a standing position on the platform of the device</p>
	<p>(i) must not use the device to transport any other person</p>
	<p>(j) must not use the device to tow another person, vehicle, cycle or device and must not be towed by another person, vehicle, cycle or device</p>
	<p>(k) must not leave the device attended or unattended in a location intended for the movement of traffic</p>
	<p>(l) must not operate the device</p> <p>(i) on a highway without due care and attention or without reasonable consideration for other persons using the highway, or</p> <p>(ii) on a sidewalk without due care and attention or without reasonable consideration for other persons using the sidewalk</p> <p>[SAME AS CYCLES]</p>
(2)	<p>Despite section 165 <i>[turning at intersections]</i> of the Act and s. 16 (3) <i>[where to operate on highway]</i>, a person operating an electric kick scooter who intends to turn it to the left at an intersection where there is more than one lane from which left turns are permitted must</p> <p>(a) approach the intersection in the lane closest to the right side of the highway from which a left turn is permitted,</p> <p>(b) keep to the right of the line that divides the lane referred to in paragraph (a) from the lane immediately to the left of that lane,</p> <p>(c) after entering the intersection, turn to the left so as to leave the intersection to the right of the line referred to in paragraph (b), and</p> <p>(d) when practicable, turn in the portion of the intersection to the left of the centre of the intersection</p> <p>[SAME AS CYCLES]</p>
ACCIDENTS	
19 (1)	<p>If, due to the operation or presence of an electric kick scooter (device) on a highway, an accident occurs and directly or indirectly results in injury to another person, the person operating the device must</p> <p>(a) remain at or immediately return to the scene of the accident,</p> <p>(b) render all possible assistance,</p> <p>(c) give to anyone sustaining injury</p> <p>(i) the person’s name and address, and</p> <p>(ii) the name and address of the owner of the device, and</p>

	<p>(d) as soon as practicable, report the accident to a police officer and provide any information relating to the accident that the police officer may require</p> <p>[SAME AS CYCLES]</p>
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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8846

A Bylaw to amend “Street and Traffic Bylaw, 1991, No. 6234”

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 “**Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2022, No. 8846**” (Electric Kick Scooter Pilot).
2. “Street and Traffic Bylaw, 1991, No. 6234” is amended as follows:
 - A. In Section 101, by deleting the title of Part 12 – Cycle Regulations and replacing it with “Cycle and Electric Kick Scooter Regulations”.
 - B. In Section 302, by adding the following definitions:

“Electric Kick Scooter” has the meaning given to such term in the “Electric Kick Scooter Pilot Project Regulation (B.C. Reg. 90/2021) effective April 5, 2021.”

“Electric Kick Scooter Regulations” means the *Electric Kick Scooter Pilot Project Regulation*, B.C. Reg. 90/2021 effective April 5, 2021.
 - C. In Section 302, by deleting the definition for “Mobility Lane” and replacing it with the following:

“Mobility Lane” means any portion of a Roadway or path which is separated from motor vehicle traffic by a demarcated buffer that may include, but is not limited to paint, curb, planters, landscaping, parking, bollards, or similar measures, and is designated by the City Engineer for use by persons on Cycles, Skateboards, Roller Skates, Electric Kick Scooters, or non-motorized push/kick scooters.
 - D. In Section 408 – Sports on Streets, by deleting section 408.4 and replacing it with the following:
 - .4 Notwithstanding Section 408.2, no person shall propel, coast, ride or in any other way use Roller Skates, a Skateboard or an Electric Kick Scooter on any portion of the following public open spaces, plazas, or other City properties:
 - (a) 14th Street Civic Plaza
 - (b) St. Roch Dock
 - (c) Burrard Dry Dock Pier
 - (d) Goldsworthy Pier
 - (e) Roger’s Plaza
 - (f) Shipyard Commons
 - (g) Shipbuilders Square
 - E. By deleting Part 12 in its entirety and replacing it with the following:

PART 12 – CYCLE AND ELECTRIC KICK SCOOTER REGULATIONS

1201 Must Have Adequate Brakes

Every Cycle and Electric Kick Scooter when operated upon a Street shall be equipped with a brake adequate to control the movement of and to stop such Cycle or Electric Kick Scooter whenever necessary.

1202 Operation of Electric Kick Scooters

Pursuant to the *Electric Kick Scooter Regulations*, a person may operate an Electric Kick Scooter in the City, subject to compliance with this Part and all other applicable provisions of this Bylaw and the *Electric Kick Scooter Regulations*.

1203 Operation of Cycles and Electric Kick Scooters on Sidewalks

Despite the general prohibition on operating a Cycle or Electric Kick Scooter on a Sidewalk, a person may do so if authorized by a Traffic Control Device.

1204 Operation of Cycles and Electric Kick Scooters in Elephant's Feet Crosswalks

Despite the general prohibition against operating Cycles on crosswalks in the Motor Vehicle Act, a person may cross a Highway by operating a Cycle or an Electric Kick Scooter on a crosswalk:

- .1 if the crosswalk is marked by or is bordered by two lines of intermittent squares (elephant's feet); or
- .2 if authorized to ride on the crosswalk by a Traffic Control Device.

1205 Every person operating a Cycle or Electric Kick Scooter who crosses or intends to cross a Highway as permitted by section 1204 must:

- .1 enter the crosswalk from the Curb or the edge of the Roadway;
- .2 yield to Pedestrians in the crosswalk; and
- .3 not ride into the path of a vehicle that is so close that it is impractical for the driver to yield the right of way.

1206 Operation of Electric Kick Scooters on Highways

A person must not operate an Electric Kick Scooter on a Highway unless it is operated:

- .1 in a Mobility Lane, if the Highway has a Mobility Lane; or
- .2 as near as practicable to the right side of the Highway if the Highway has a posted speed no greater than 50 km/h and does not have a Mobility Lane.

1207 Restrictions on Operations of Electric Kick Scooters

A person must not operate an Electric Kick Scooter:

- .1 on unpaved park trails; or
- .2 on any Highway listed in Schedule "I" of this bylaw.

1208 Traffic Control Devices Permitting the Use of Cycles and Electric Kick Scooters

Any Traffic Control Device that authorizes Cycles also authorizes Electric Kick Scooters, unless otherwise provided.

- F. In Schedule "I", by deleting the title and replacing it with the following:

"ROADWAYS UPON WHICH THE USE OF SKATEBOARDS, ROLLER SKATES, AND ELECTRIC KICK SCOOTERS IS RESTRICTED UNLESS IN A MOBILITY LANE"

- G. In Schedule I, by adding the map attached to this bylaw after the list of roadways.

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.

APPROVED pursuant to section 124.2 of the *Motor Vehicle Act* on the <> day of <>, 2022.

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

MAYOR

CORPORATE OFFICER

E-Scooter Pilot Enabling Bylaws



Presented January 2022
Transportation Planning

Pilot objectives

Province:

- Understand impacts of e-scooters to inform province-wide micro-mobility policies and regulations

City:

- Support a climate-friendly way of travel and proactively regulate to maximize safety for all road users



Provincial Regulations

- Must be 16+ but no drivers license requirement
- Bell, lights and helmet required
- One rider per device – no passengers or towing
- Sidewalk and highway use prohibited
- Dismount at crosswalks unless permitted (i.e. elephants' feet)
- 24 km/h speed limit on device motor



CNV Approach

- **Permit personal device use only** – e-scooter share to be considered at a future date
- Permit use on streets that maximize safety and coverage
- Focus on communication and outreach about rules, regulations, legal devices

Operating restrictions for e-scooters

FACILITY TYPE	ALLOWED?
Local Roads (no centreline)	Yes
Mobility/Bike Lane	Yes
Multi-Use Paths (Spirit Trail, Green Necklace)	Yes
Arterial Roads (no Mobility/Bike Lane)	No
Sidewalks	No
Park Trails (unpaved)	No

Monitoring

Provincial Monitoring Framework Themes:

- Active transportation use
- Safety
- Legal (compliance and enforcement)
- Stakeholder perception

City Approach:

- Coordinate with agency partners where possible
- Conduct observational data collection and stakeholder surveys



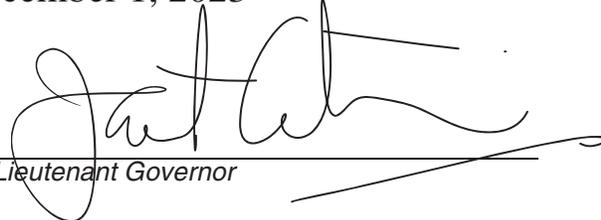
Thank you.

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 640

, Approved and Ordered December 1, 2023



 Lieutenant Governor
Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

- (a) sections 12 (a) to (i) and (k) to (m) and 13 to 17 of the *Motor Vehicle Amendment Act, 2023*, S.B.C. 2023, c. 17, are brought into force,
- (b) effective April 5, 2024, the following provisions of the *Motor Vehicle Amendment Act, 2023*, S.B.C. 2023, c. 17, are brought into force:
 - (i) sections 1, 2, 4, 6 to 10 (e), 11, 12 (j) and (n) and 23;
 - (ii) section 24, except as it enacts section 182.1 of the *Motor Vehicle Act*;
 - (iii) sections 25 to 29;
 - (iv) section 32, except as it enacts section 210 (3.2) (b) (iii) of the *Motor Vehicle Act*;
 - (v) sections 33, 34, 36 and 38 to 42,
- (c) effective April 5, 2024, the Electric Kick Scooter Pilot Project Regulation, B.C. Reg. 90/2021, is repealed, and
- (d) effective April 5, 2024, the attached Electric Kick Scooter Pilot Project Regulation is made.



 Minister of Transportation and Infrastructure



 Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Motor Vehicle Amendment Act, 2023*, S.B.C. 2023, c. 17, s. 43; *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, s. 210

Other: OIC 184/2021

R10718710

ELECTRIC KICK SCOOTER PILOT PROJECT REGULATION

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- 5 Meaning of “pilot project highway”
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**PART 1 – INTERPRETATION,
ESTABLISHMENT OF PILOT PROJECT AND GENERAL PROHIBITIONS**

Definitions

1 In this regulation:

“**Act**” means the *Motor Vehicle Act*;

“**cycle lane**” means a portion of a highway designated for use of persons operating cycles, either exclusively or alongside one or more of the following:

- (a) persons operating designated personal mobility devices;
- (b) persons on skateboards, kick scooters, roller skates, in-line roller skates or other devices that are only capable of being propelled by human power;

“**electric kick scooter**” means a device that meets all of the criteria set out in section 3 [*electric kick scooter criteria*];

“**participating community**” means the following, as applicable:

- (a) the Nisga’a Government or Nisga’a Lands, but only if the pilot project is authorized, under section 306 (1) [*pilot projects within Nisga’a Lands*] of the Act, to take place on highways within Nisga’a Lands;
- (b) a treaty first nation or the treaty lands of the treaty first nation, but only if the pilot project is authorized, under section 306 (2) [*pilot projects within treaty lands*] of the Act, to take place on highways within the treaty lands;
- (c) a municipality, but only if the pilot project is authorized, under section 307 [*opt-in pilot projects in municipalities*] of the Act, to take place within the municipality;

“**pilot project**” means the pilot project established under section 4 (1) [*Electric Kick Scooter Pilot Project established*];

“**pilot project highway**” has the meaning set out in section 5 [*meaning of “pilot project highway”*];

“**section 19.07 highway**” means a highway named in Schedule 1 of section 19.07 [*schedule 1 highways restrictions*] of the Motor Vehicle Act Regulations;

“transportation minister” means the minister responsible for the administration of the *Transportation Act*.

Definitions in section 119 of Act apply

- 2 (1) If a word or expression used in this regulation is defined in section 119 [*definitions for Part 3*] of the Act, the word or expression has the same meaning as in that section.
- (2) For certainty, in this regulation, **“traffic control device”**, in relation to a participating community or the transportation minister, includes a traffic control device placed or erected by a person authorized by the participating community or transportation minister.

Electric kick scooter criteria

- 3 (1) An electric kick scooter is a device that
- (a) is designed to be
 - (i) solely self-propelled, or
 - (ii) self-propelled with the capability to be propelled by human power,
 - (b) has up to 4 wheels, each of which is not more than 430 mm in diameter, placed along a longitudinal axis, with one to 2 wheels at the front of the device and one to 2 wheels at the rear,
 - (c) has a platform for standing along the longitudinal axis between the front wheels and the back wheels of the device and is designed to be operated while the operator is standing on the platform,
 - (d) has a steering handlebar that acts directly on the steerable wheels at the front of the device,
 - (e) is designed to transport one person,
 - (f) is not a motor assisted cycle or another device that has pedals, and
 - (g) does not have
 - (i) a seat, or a surface or structure that could be used as a seat, or
 - (ii) a structure that encloses the electric kick scooter.
- (2) In addition to the criteria set out in subsection (1), the device must have one or more electric motors that
- (a) are powered solely by one or more electric batteries,
 - (b) are not capable of propelling the device at a speed exceeding 25 km/h when the device is being operated on a clean, paved and level surface, and
 - (c) have a continuous power output rating that, in total, does not exceed 500 W.

Electric Kick Scooter Pilot Project established

- 4 (1) The Electric Kick Scooter Pilot Project is established for the purposes of researching, testing and evaluating the regulation of electric kick scooters.
- (2) The pilot project is a province-wide pilot project.
- (3) For the purposes of the pilot project, an electric kick scooter is deemed to be a designated personal mobility device.

Meaning of “pilot project highway”

- 5** A pilot project highway is any highway or portion of a highway located within the Province, other than the following:
- (a) a highway or portion of a highway located within Nisga’a Lands, unless the Nisga’a Government is a participating community;
 - (b) a highway or portion of a highway located within the treaty lands of a treaty first nation, unless the treaty first nation is a participating community;
 - (c) a highway or portion of a highway located within a municipality, unless the municipality is a participating community;
 - (d) a structure, portion of a structure or approach to a structure in relation to which any of the following provisions of the Provincial Public Undertakings Regulation under the *Transportation Act* apply:
 - (i) section 3 [*farm vehicles, bicycles and pedestrians*];
 - (ii) section 4 [*slow vehicles and bicycles*];
 - (iii) section 9 [*prohibited vehicles, bicycles and tire chains*];
 - (e) a highway or portion of a highway on which the operation of electric kick scooters is prohibited by
 - (i) a traffic control device, law or bylaw referred to in section 8 [*prohibited highways located within participating communities*], or
 - (ii) a traffic control device referred to in section 14 [*prohibited highways located outside participating communities*].

Operation prohibited except on pilot project highways

- 6** A person must not operate an electric kick scooter on a highway except on a pilot project highway in accordance with this regulation.

Operation prohibited if under 16 years of age

- 7** (1) A person under 16 years of age must not operate an electric kick scooter on a highway.
- (2) A parent or guardian of a person under 16 years of age must not authorize or knowingly permit the person to operate an electric kick scooter on a highway.

PART 2 – OPERATING ELECTRIC KICK SCOOTERS IN PARTICIPATING COMMUNITIES

Prohibited highways located within participating communities

- 8** Despite any other provision of this Part, the operation of electric kick scooters on a highway or portion of a highway located within a participating community may be prohibited by
- (a) a traffic control device of the transportation minister, or
 - (b) a traffic control device, law or bylaw of the participating community.

**Section 19.07 highways
located within participating communities**

- 9** If a pilot project highway located within a participating community is a section 19.07 highway, a person must not operate an electric kick scooter on the highway unless the transportation minister causes signs to be erected permitting the use of electric kick scooters on either of the following:
- (a) a footpath constructed adjacent to the travelled portion of the highway;
 - (b) the shoulder of the travelled portion of the highway.

**Highways that have
speed limit over 50 km/h**

- 10** If a pilot project highway located within a participating community has a speed limit of more than 50 km/h, a person may operate an electric kick scooter on the highway as follows:
- (a) if the highway has a cycle lane, the person must operate the electric kick scooter in the cycle lane;
 - (b) if the highway does not have a cycle lane, or if the operation of electric kick scooters is prohibited in the cycle lane, the person may operate the electric kick scooter on another portion of the highway, but only if a traffic control device of the transportation minister, or a traffic control device, law or bylaw of the participating community, permits or requires electric kick scooters to be operated on the other portion of the highway.

**Highways that have
speed limit not over 50 km/h**

- 11** If a pilot project highway located within a participating community has a speed limit of not more than 50 km/h, a person may operate an electric kick scooter on the highway as follows:
- (a) if the highway has a cycle lane, the person must operate the electric kick scooter in the cycle lane;
 - (b) if the highway does not have a cycle lane, or if the operation of electric kick scooters is prohibited in the cycle lane, the person may operate the electric kick scooter as follows:
 - (i) on another portion of the highway, if a traffic control device of the transportation minister, or a traffic control device, law or bylaw of the participating community, permits or requires electric kick scooters to be operated on the other portion of the highway;
 - (ii) as near as practicable to the right side of the highway, if a traffic control device of the transportation minister, or a traffic control device, law or bylaw of the participating community, does not require electric kick scooters to be operated on another portion of the highway.

Sidewalks located within participating communities

- 12** A person must not operate an electric kick scooter on the sidewalk of a pilot project highway located within a participating community unless

- (a) a traffic control device of the participating community permits the operation of cycles or electric kick scooters on the sidewalk, or
- (b) a traffic control device of the transportation minister permits the operation of electric kick scooters on the sidewalk.

Crosswalks located within participating communities

- 13** A person must not operate an electric kick scooter on the crosswalk of a pilot project highway located within a participating community unless
- (a) a traffic control device of the participating community permits the operation of cycles or electric kick scooters on the crosswalk, or
 - (b) a traffic control device of the transportation minister permits the operation of electric kick scooters on the crosswalk.

**PART 3 – OPERATING ELECTRIC KICK SCOOTERS
OUTSIDE PARTICIPATING COMMUNITIES**

Prohibited highways located outside participating communities

- 14** Despite any other provision of this Part, a traffic control device of the transportation minister may prohibit the operation of electric kick scooters on a highway or portion of a highway located outside the following areas:
- (a) Nisga'a Lands;
 - (b) the treaty lands of a treaty first nation;
 - (c) a municipality.

Section 19.07 highways located outside participating communities

- 15** If a pilot project highway located outside a participating community is a section 19.07 highway, a person must not operate an electric kick scooter on the highway unless the transportation minister causes signs to be erected permitting the use of electric kick scooters on either of the following:
- (a) a footpath constructed adjacent to the travelled portion of the highway;
 - (b) the shoulder of the travelled portion of the highway.

Other highways located outside participating communities

- 16** A person may operate an electric kick scooter on a pilot project highway located outside a participating community as follows:
- (a) if the highway has a cycle lane, the person must operate the electric kick scooter in the cycle lane;
 - (b) if the highway does not have a cycle lane, or if the operation of electric kick scooters is prohibited in the cycle lane, the person may operate the electric kick scooter on another portion of the highway, but only if a traffic control device of the transportation minister permits or requires electric kick scooters to be operated on the other portion of the highway.

**Sidewalks located
outside participating communities**

- 17 A person must not operate an electric kick scooter on the sidewalk of a pilot project highway located outside a participating community unless a traffic control device of the transportation minister permits the operation of electric kick scooters on the sidewalk.

**Crosswalks located
outside participating communities**

- 18 A person must not operate an electric kick scooter on the crosswalk of a pilot project highway located outside a participating community unless a traffic control device of the transportation minister permits the operation of electric kick scooters on the crosswalk.

PART 4 – DUTIES OF OPERATOR

Duty to wear safety helmet

- 19 Unless exempted by a regulation made for the purposes of section 184 (6) (b) [*bicycle safety helmets*] of the Act, a person who operates an electric kick scooter on a pilot project highway must properly wear a bicycle safety helmet that meets the requirements under section 184 (1) (a) or (b) of the Act.

Operation near pedestrians

- 20 A person operating an electric kick scooter on a pilot project highway must sound the bell or horn that the electric kick scooter is required to be equipped with under section 35 [*bell or horn required*] if
- (a) it is reasonably necessary to do so in order to notify a pedestrian that the electric kick scooter is approaching the pedestrian, or
 - (b) the person intends to pass a pedestrian.

Operation near other devices

- 21 (1) A person operating an electric kick scooter on a pilot project highway must sound the bell or horn that the electric kick scooter is required to be equipped with under section 35 [*bell or horn required*] if
- (a) it is reasonably necessary to do so in order to notify the operator of a cycle or other device that the electric kick scooter is approaching the operator of the cycle or other device, or
 - (b) the person intends to pass a cycle or other device.
- (2) A person operating an electric kick scooter on the roadway portion of a pilot project highway must not operate the electric kick scooter abreast of another person who is operating a cycle, electric kick scooter or other device.

Duty to signal right turn

- 22 (1) In this section and section 23 [*duty to signal left turn*], “**turn signal lights**” means red, yellow or white turn signal lights that are visible from both behind and in front of an electric kick scooter.

- (2) If a person operating an electric kick scooter on a pilot project highway intends to turn right and the electric kick scooter is not equipped with turn signal lights, the person must signify the right turn by doing either of the following:
 - (a) extending the person's left hand and arm out and upward from the electric kick scooter so that the upper and lower parts of the arm are at right angles;
 - (b) extending the person's right hand and arm horizontally from the electric kick scooter.
- (3) If a person operating an electric kick scooter on a pilot project highway intends to turn right and the electric kick scooter is equipped with turn signal lights, the person must signify the right turn by doing either of the following:
 - (a) activating the right turn signal light;
 - (b) extending the person's hand and arm in the manner described in subsection (2) (a) or (b).

Duty to signal left turn

- 23**
- (1) If a person operating an electric kick scooter on a pilot project highway intends to turn left and the electric kick scooter is not equipped with turn signal lights, the person must signify the left turn by extending the person's left hand and arm horizontally from the electric kick scooter.
 - (2) If a person operating an electric kick scooter on a pilot project highway intends to turn left and the electric kick scooter is equipped with turn signal lights, the person must signify the left turn by doing either of the following:
 - (a) activating the left turn signal light;
 - (b) extending the person's left hand and arm in the manner described in subsection (1).

Duty to make hook turn to turn left at intersection

- 24**
- (1) Subject to subsection (2), if a person operating an electric kick scooter on a pilot project highway intends to turn left at an intersection, the person must cause the electric kick scooter to make a hook turn as follows:
 - (a) first, approach and enter the intersection in the portion of the highway that is as near as practicable to the right side of the highway;
 - (b) second, proceed through the intersection, keeping as near as practicable to the right side of the intersection;
 - (c) third, after reaching the other side of the intersection, stop and become positioned in the intended direction of travel;
 - (d) fourth, enter and proceed through the intersection as described in paragraphs (a) and (b).
 - (2) If it is not practicable or safe for the person referred to in subsection (1) to make a hook turn at the intersection, the person must dismount the electric kick scooter and cross the intersection in accordance with provisions under the Act applicable to pedestrians.

Duty to signal stop or decrease in speed

- 25** (1) If a person operating an electric kick scooter on a pilot project highway intends to stop or decrease the speed of the electric kick scooter, the person must signify the stop or decrease in speed by extending the person's left hand and arm out and downward from the electric kick scooter so that the upper and lower parts of the arm are at right angles.
- (2) Subsection (1) does not apply if
- (a) the electric kick scooter is equipped with a visible red light at the rear, and
 - (b) the visible red light is activated when the person applies the brakes.

Passengers and towing prohibited

- 26** A person operating an electric kick scooter on a pilot project highway must not do any of the following:
- (a) transport another person on the electric kick scooter;
 - (b) use the electric kick scooter
 - (i) to tow another person, or
 - (ii) to tow a vehicle, cycle or other device;
 - (c) use the electric kick scooter to be towed by a cycle or other device.

Operating without due care and attention prohibited

- 27** A person must not operate an electric kick scooter on a pilot project highway
- (a) without due care and attention, or
 - (b) without reasonable consideration for other persons using the highway.

Operator must be in standing position

- 28** A person operating an electric kick scooter on a pilot project highway
- (a) must be in a standing position on the platform of the electric kick scooter, and
 - (b) must keep at least one hand on the steering handlebar of the electric kick scooter.

Leaving electric kick scooter in traffic prohibited

- 29** A person operating an electric kick scooter must not leave the electric kick scooter attended or unattended in a location intended for the movement of traffic.

Duties under Part 3 of Act apply

- 30** Except as otherwise provided in this regulation, a person operating an electric kick scooter on a pilot project highway has the same rights and duties under Part 3 of the Act that apply to the driver of a vehicle.

PART 5 – ELECTRIC KICK SCOOTER REQUIREMENTS

Operation prohibited unless electric kick scooter meets requirements

- 31** A person must not operate an electric kick scooter on a pilot project highway unless the electric kick scooter meets all of the requirements set out in this Part.

Weight restriction

- 32** The weight of the electric kick scooter, including its motors and batteries, must not be more than 45 kg when the electric kick scooter is unladen.

Motors and batteries

- 33** (1) The motors of the electric kick scooter must cease to propel the electric kick scooter forward when the operator releases the accelerator or applies the brakes.
- (2) The batteries and motors of the electric kick scooter must be securely fastened to the electric kick scooter in order to prevent the batteries and motors from moving, relative to the electric kick scooter, when the electric kick scooter is operating.

Brake performance

- 34** The electric kick scooter must be equipped with a braking system that is capable, when the electric kick scooter is being operated at a speed of 25 km/h on a clean, paved and level surface, of bringing the electric kick scooter to a complete stop within 7.5 m of the point at which the brakes are applied.

Bell or horn required

- 35** The electric kick scooter must be equipped with a bell or horn.

Lights required at night

- 36** (1) When the electric kick scooter is being operated between 1/2 hour after sunset and 1/2 hour before sunrise, the following equipment is required:
- (a) at the front of the electric kick scooter, a lighted lamp displaying a white or amber light that, under normal atmospheric conditions, is visible from at least 150 m in the direction the electric kick scooter is pointed;
- (b) at the back of the electric kick scooter, a lighted lamp displaying a visible red light.
- (2) The lighted lamps required under subsection (1) may be
- (a) attached to the electric kick scooter, or
- (b) carried or worn by the operator.

Electrical terminals

- 37** All electrical terminals on the electric kick scooter must be completely insulated or covered.

Flashing red light permitted

- 38** Despite any other provision of the Act or regulations, an electric kick scooter may be equipped with a flashing red light.

PART 6 – ACCIDENTS

Duties of operator if accident occurs

- 39** If a person is injured, or property is damaged, as a direct or indirect result of an accident that occurs due to the presence or operation of an electric kick scooter on a highway, the operator must do the following:
- (a) remain at or immediately return to the scene of the accident;
 - (b) render all possible assistance;
 - (c) give to a person who sustains loss or injury
 - (i) the operator's name and address, and
 - (ii) the name and address of the owner of the electric kick scooter.

Duties of police officer

- 40** (1) This section applies in relation to an accident if
- (a) the accident occurs due to the presence or operation of an electric kick scooter on a highway, and
 - (b) the accident causes, directly or indirectly,
 - (i) death or injury to a person, or
 - (ii) damage to property causing aggregate damage apparently exceeding an amount prescribed for the purposes of section 249 (1) (b) [*accident reports by police officer*] of the Act.
- (2) A police officer who attends an accident to which this section applies must do the following:
- (a) complete a written report of the accident in the form established by the Insurance Corporation of British Columbia under section 249 (1) of the Act;
 - (b) promptly forward the report to the Insurance Corporation of British Columbia.

Power to obtain information

- 41** A person involved in an accident referred to in section 40, or that person's authorized representative, is entitled to obtain the following on request:
- (a) the names of persons involved in the accident;
 - (b) the name of any witness.

PART 7 – GENERAL PROVISIONS

Reports to minister

- 42** (1) The minister may require any of the following to provide records and information, including personal information, relating to the operation of electric kick scooters:
- (a) a participating community;
 - (b) a person who rents electric kick scooters to other persons;
 - (c) the BC Injury Research and Prevention Unit.

- (2) Records and information provided under subsection (1) must be in the form and include the content required by the minister.
- (3) For the purposes of the pilot project, the minister and the Insurance Corporation of British Columbia may collect, use and disclose to each other records and information, including personal information.

Inconsistent bylaws

- 43** A bylaw of a municipality that is a participating community is inoperative and of no force and effect to the extent that the bylaw conflicts with or is inconsistent with this regulation.

Offences

- 44** A person who contravenes any of the following provisions commits an offence:
- (a) section 6 [*operation prohibited except on pilot project highways*];
 - (b) section 7 (1) or (2) [*operation prohibited if under 16 years of age*];
 - (c) section 9 [*section 19.07 highways located within participating communities*];
 - (d) section 10 (a) or (b) [*highways that have speed limit over 50 km/h*];
 - (e) section 11 (a) or (b) [*highways that have speed limit not over 50 km/h*];
 - (f) section 12 [*sidewalks located within participating communities*];
 - (g) section 13 [*crosswalks located within participating communities*];
 - (h) section 15 [*section 19.07 highways located outside participating communities*];
 - (i) section 16 (a) or (b) [*other highways located outside participating communities*];
 - (j) section 17 [*sidewalks located outside participating communities*];
 - (k) section 18 [*crosswalks located outside participating communities*];
 - (l) any of the provisions of Part 4 [*Duties of Operator*];
 - (m) section 31 [*operation prohibited unless electric kick scooter meets requirements*];
 - (n) section 39 [*duties of operator if accident occurs*].

Repeal of regulation

- 45** This regulation is repealed on April 5, 2028.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9022

A Bylaw to amend “Street and Traffic Bylaw, 1991, No. 6234”

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 **“Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9022” (Electric Kick Scooter Pilot)**.
2. “Street and Traffic Bylaw, 1991, No. 6234” is amended as follows:
 - A. In Section 302, by deleting the definition of “Electric Kick Scooter” and replacing with the following:

“Electric Kick Scooter means a motorized device as defined in the Electric Kick Scooter Regulation, effective April 5, 2024;”
 - B. In Section 302, by deleting the definition of “Electric Kick Scooter Regulations” and replacing with the following:

“Electric Kick Scooter Regulations means the Electric Kick Scooter Regulation, effective April 5, 2024;”

READ a first time on the <> day of <>, 2024.

READ a second time on the <> day of <>, 2024.

READ a third time on the <> day of <>, 2024.

ADOPTED on the <> day of <>, 2024.

MAYOR

CORPORATE OFFICER