



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, NOVEMBER 6, 2023 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 Skw̓xwú7mesh (Squamish) and Səlílwətał (Tsleil-Waututh) Nations.

CALL TO ORDER

APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, November 6, 2023

PROCLAMATIONS

Veterans' Week – November 5 to 11, 2023
Indigenous Veterans' Day – November 8, 2023

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, October 23, 2023

PUBLIC INPUT PERIOD

CONSENT AGENDA

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

REPORT

- *3. 2024 Schedule of Council Meetings

PUBLIC MEETING – Lonsdale Energy Corp. 2023 Rate Review

BYLAW – THIRD READING

4. "City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994" (Schedule C and Other Fees)

PRESENTATION

Harry Jerome Community Recreation Centre/Silver Harbour Project Update
– Deputy Director, Civic Development and Strategic Initiatives

Information Report, October 25, 2023 – “Harry Jerome Community Recreation Centre and Silver Harbour Seniors’ Activity Centre Annual Update”

REPORT

5. Council Code of Conduct

NOTICE OF MOTION

6. Advancing Mobility Strategy Action 5C: Supporting Enforcement that Reduces Dangerous Behaviour and Prioritizes Protection for Vulnerable Road Users
– Councillor McIlroy and Councillor Valente

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, November 6, 2023

PROCLAMATIONS

Veterans' Week – November 5 to 11, 2023

Indigenous Veterans' Day – November 8, 2023

ADOPTION OF MINUTES

2. Regular Council Meeting Minutes, October 23, 2023

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 5:55pm 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

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

RECOMMENDATION:

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

START OF CONSENT AGENDA

REPORT

*3. 2024 Schedule of Council Meetings – File: 01-0550-01-0001/2023

Report: Corporate Officer, October 24, 2023

RECOMMENDATION:

PURSUANT to the report of the Corporate Officer, dated October 24, 2023, entitled “2024 Schedule of Council Meetings”:

THAT the 2024 Schedule of Council Meetings be endorsed.

END OF CONSENT AGENDA

PUBLIC MEETING – Lonsdale Energy Corp. 2023 Rate Review

Lonsdale Energy Corp. (LEC) has applied to its regulator, the City of North Vancouver, for permission to modify its rates.

Bylaw No. 8994 to be considered under Item 4.

AGENDA

Comments from the CEO, Lonsdale Energy Corp.

Representations from the public

Questions and comments from Council

Motion to conclude the Public Meeting

BYLAW – THIRD READING

4. “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees)

RECOMMENDATION:

THAT “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees) be given third reading.

PRESENTATION

Harry Jerome Community Recreation Centre/Silver Harbour Project Update
– Deputy Director, Civic Development and Strategic Initiatives

Information Report, October 25, 2023 – “Harry Jerome Community Recreation Centre and Silver Harbour Seniors’ Activity Centre Annual Update”

REPORT

5. Council Code of Conduct – File: 01-0530-01-0001/2023

Report: Corporate Officers, October 10, 2023

RECOMMENDATION

PURSUANT to the report of the Corporate Officers, dated October 10, 2023, entitled “Council Code of Conduct”:

THAT the Council Code of Conduct be approved.

NOTICE OF MOTION

6. Advancing Mobility Strategy Action 5C: Supporting Enforcement that Reduces Dangerous Behaviour and Prioritizes Protection for Vulnerable Road Users

Submitted by Councillor McIlroy and Councillor Valente

RECOMMENDATION:

WHEREAS in 2022 Council unanimously approved the City's Mobility Strategy with the vision of having healthy streets that work for everyone with specific actions outlined, including those in part 5C: Supporting enforcement that reduces dangerous behavior and prioritizes protection for vulnerable road users;

WHEREAS in 2020 Council unanimously approved the City's Safe Mobility Strategy, with a vision of safe streets for everyone, as places where people of all ages and abilities can move safely and comfortably without risk of harm, no matter where they are going or how they get around;

WHEREAS people in the City often experience the behaviour of some drivers that exceed the posted speed limits and intersection requirements found in the *Motor Vehicle Act* that may result in negative noise and safety impacts;

AND WHEREAS ICBC data indicates that there are more than 60 intersections in the City of North Vancouver that have had 20 or more casualty crashes between 2018 and 2022;

THEREFORE BE IT RESOLVED THAT staff be directed to investigate and report back to Council on the implementation of no right turn on red lights at all intersections where there were over 20 casualty crashes during 2018 to 2022;

AND BE IT FURTHER RESOLVED THAT the Mayor write to the Provincial Government to request that speed and red light cameras be installed at all locations in the City of North Vancouver where there were over 20 casualty crashes during 2018-2022, or that it allow BC municipalities to install speed and red light cameras at their own cost and collect fines.

PUBLIC CLARIFICATION PERIOD

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

COUNCIL INQUIRIES / REPORTS

NEW ITEMS OF BUSINESS

NOTICES OF MOTION

RECESS TO CLOSED SESSION

THAT Council recess to the Committee of the Whole, Closed Session, pursuant to the *Community Charter*, Sections 90(1)(c) [labour relations], 90(1)(e) [land matter], 90(1)(k) [contract negotiations], and 90(2)(b) [intergovernmental relations].

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

ADJOURN



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

PUBLIC HEARING / PUBLIC MEETING GUIDELINES

The purpose of **Public Hearings** is to provide members of the public an opportunity to make representations to Council regarding proposed changes to zoning bylaws, heritage designations or the Official Community Plan. Public Hearings are included as part of a Regular Council agenda and governed by the provisions of the *Local Government Act*.

The purpose of **Public Meetings** is to provide members of the public an opportunity to make representations to Council regarding various issues and/or proposed changes that do not require a Public Hearing, such as a Development Variance Permit or Temporary Use Permit. North Vancouver residents can participate in the civic process of a Public Meeting that may affect their community, property and interests.

All persons who believe their interest in property is affected by a proposed bylaw or permit are afforded a reasonable opportunity to be heard, voice concerns or present written submissions regarding matters contained within the bylaw/permit.

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

To provide written input: All written submissions must include your name and address. If this information is not provided, it cannot be included as part of the public record. Email submissions sent to the Corporate Officer at input@cnv.org are preferred, and hand-delivered or mailed submissions will also be accepted. **The deadline to submit written submissions is 12:00 noon on the day of the Public Hearing/Public Meeting.**

To speak at a Public Hearing or Public Meeting:

In person at City Hall: On the day of the meeting, a sign-up sheet will be available in the lobby, outside the Council Chamber, from 5:30pm. Enter City Hall through the doors at the southwest corner of the building (off 13th Street) after 5:30pm.

Via Webex/phone: Pre-register by completing the online form at cnv.org/PublicHearings, or by phoning 604-990-4230 to provide contact details, so call-in instructions can be forwarded to you. **All Webex/phone pre-registration must be submitted no later than 12:00 noon on the day of the Public Hearing/Public Meeting.**

Non-registered speakers: Speakers who have not pre-registered will also have an opportunity to provide input. Once all registered speakers have spoken, the Mayor will call for a recess to allow time for additional speakers to phone in or speak in person. Call-in details will be displayed on-screen during the livestream at cnv.org/LiveStreaming.

Continued...



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

PUBLIC HEARING / PUBLIC MEETING GUIDELINES – Continued

Comments from the public must specifically relate to the proposed bylaw/permit or subject of the Public Hearing/Public Meeting. Speakers are asked to avoid repetitive comments and not to divert to other matters.

Speakers will be asked to confirm their name and address for the record and will be provided one 5-minute opportunity to present their comments. Everyone will be given a reasonable opportunity to be heard and no one should feel discouraged or prevented from making their views known.

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

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

Following adjournment of the Public Hearing/Public Meeting, the Regular meeting reconvenes and the bylaw/permit is discussed and debated by members of Council, followed by consideration of third reading of the bylaw or approval of the permit.

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Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

VETERANS' WEEK

Whereas

Canada has grown into a vibrant country, a nation shaped by its people, their courage and their commitment to protecting and defending human rights whenever and wherever they are threatened;

Whereas

Peace and Freedom are not just words; they are values and beliefs worthy of sacrifice yesterday, today and tomorrow;

Whereas

2023 marks the 75th anniversary of United Nations Peacekeeping; Canada has a long history of helping defend and maintain peace around the world, with more than 125,000 Canadian Armed Forces members having served in international peacekeeping efforts in dozens of countries;

And Whereas

Canadian sacrifice and valour will be remembered forever as a rich legacy of peace, freedom and identity;

Now Therefore

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **November 5 to 11, 2023** as **Veterans' Week** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, November 6, 2023

Linda C. Buchanan

Mayor Linda Buchanan



Office of the Mayor

CITY OF NORTH VANCOUVER
BRITISH COLUMBIA

Proclamation

INDIGENOUS VETERANS' DAY

Whereas on Indigenous Veterans' Day, we commemorate Indigenous veterans who, throughout their history of service, have made incredible contributions to Canada and countries around the world;

Whereas Indigenous peoples have a long and deep history of military service. Approximately 12,000 First Nations, Inuit and Metis people served in the First and Second World Wars as well as the Korean War. Today, there are as many as 2,700 Indigenous peoples in uniform;

Whereas among those who returned from combat overseas, many faced discrimination, such as denial of benefits, loss of Indian Status and expropriation of their land. For generations, Indigenous veterans were not recognized for their service;

And Whereas the City of North Vancouver acknowledges Indigenous veterans, whose bravery, courage, service and sacrifice helps protect the peace and freedom we enjoy today. We pause, remember and honour all Indigenous veterans who have served and continue to serve;

Now Therefore I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **November 8, 2023** as **Indigenous Veterans' Day** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, November 6, 2023

Linda C. Buchanan

Mayor Linda Buchanan



**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, OCTOBER 23, 2023**

PRESENT

COUNCIL MEMBERS

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

**participated electronically*

ABSENT

Councillor J. McIlroy

STAFF MEMBERS

L. McCarthy, CAO
B. Pearce, Deputy CAO
K. Graham, Corporate Officer
A. Cifarelli, Corporate Officer
J. Peters, Acting Deputy Corporate Officer
L. Sawrenko, Chief Financial Officer
H. Granger, City Solicitor
K. Magnusson, Director, Engineering, Parks and Environment
D. Hutch, Deputy Director, Parks and Public Spaces
C. Lesmeister, Park Planner
S. Galloway, Director, Planning and Development
E. Elliott, Manager, Transportation Planning
B. Underhill, Transportation Planner
R. Skene, Deputy Director, Civic Development and Strategic Initiatives
J. Roy, Manager, Civic Facilities
S. Smith, Manager, Economic Development
G. Schalk, Public Safety Director and Fire Chief
E. Doran, Director, People and Culture
L. Gillies, Deputy Director, Project Management and Delivery, LEC
S. Wood, Accountant, LEC
H. Turner, Director, North Vancouver Recreation and Culture
C. Bulman, Committee Clerk

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

APPROVAL OF AGENDA

Moved by Councillor Girard, seconded by Councillor Bell

1. Regular Council Meeting Agenda, October 23, 2023

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Moved by Councillor Bell, seconded by Councillor Shahriari

2. Regular Council Meeting Minutes, October 16, 2023

CARRIED UNANIMOUSLY

PUBLIC INPUT PERIOD

Moved by Councillor Girard, seconded by Councillor Back

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

CARRIED UNANIMOUSLY

- Zoe Mikhchi, 330 West Queens Road, North Vancouver, spoke regarding Agenda 2030 – Sustainable Development Goals.
- Robb Webb, 1415 East 18th Street, North Vancouver, spoke regarding Agenda 2030 – Sustainable Development Goals.
- Danielle Pistilli, 1325 Mill Street, North Vancouver, spoke regarding Agenda 2030 – Sustainable Development Goals.
- Jane Bradwell, 529 East 16th Street, North Vancouver, spoke regarding Agenda 2030 – Sustainable Development Goals.
- Darren Hollett, 444 East 1st Street, North Vancouver, spoke in support of the extension of hours for House of Funk Brewing.
- Sid Mirhashemy, 2189 Capilano Road, North Vancouver, spoke regarding the memorial for Flight PS752.

CONSENT AGENDA

Moved by Councillor Bell, seconded by Councillor Girard

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

CARRIED UNANIMOUSLY

START OF CONSENT AGENDA

BYLAWS – ADOPTION

3. “Officers and Officials Bylaw, 2013, No. 8322, Amendment Bylaw, 2023, No. 8987” (Regular Full-Time and Regular Part-Time Complement)

Moved by Councillor Bell, seconded by Councillor Girard

THAT “Officers and Officials Bylaw, 2013, No. 8322, Amendment Bylaw, 2023, No. 8987” (Regular Full-Time and Regular Part-Time Complement) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

CONSENT AGENDA – Continued

BYLAWS – ADOPTION – Continued

4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8988” (Mehrdad Rahbar / Vernacular Design Inc., 442 East 16th Street, RS-2)

Moved by Councillor Bell, seconded by Councillor Girard

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8988” (Mehrdad Rahbar / Vernacular Design Inc., 442 East 16th Street, RS-2) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8989” (Mehrdad Rahbar / Vernacular Design Inc., 412 East 11th Street, RS-2)

Moved by Councillor Bell, seconded by Councillor Girard

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2023, No. 8989” (Mehrdad Rahbar / Vernacular Design Inc., 412 East 11th Street, RS-2) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

6. “Development Cost Charge (Parks) Reserve Fund Bylaw, 2023, No. 8992” (2023 Capital Plan Funding)

Moved by Councillor Bell, seconded by Councillor Girard

THAT “Development Cost Charge (Parks) Reserve Fund Bylaw, 2023, No. 8992” (2023 Capital Plan Funding) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

END OF CONSENT AGENDA

PRESENTATION

Curb Access and Parking Plan – Planner 2, Transportation Planning, and Manager, Transportation Planning

The Planner 2, Transportation Planning, and Manager, Transportation Planning, provided a PowerPoint presentation regarding the “Curb Access and Parking Plan” and responded to questions of Council.

REPORT

7. Curb Access and Parking Plan – Project Initiation – File: 16-8350-20-0041/1

Report: Planner 2, Transportation Planning, October 11, 2023

Moved by Councillor Valente, seconded by Councillor Shahriari

PURSUANT to the report of the Planner 2, Transportation Planning, dated October 11, 2023, entitled “Curb Access and Parking Plan – Project Initiation”:

THAT staff be directed to undertake public and interest-holder engagement as outlined in the report;

AND THAT staff report back with initial engagement findings.

CARRIED UNANIMOUSLY

Councillor Girard left the meeting at 7:09 pm and returned at 7:11 pm.

PRESENTATION

Commemoration Policy and PS752 Memorial: Update – Park Planner 2 and Deputy Director, Parks and Public Spaces

The Park Planner 2 and Deputy Director, Parks and Public Spaces, provided a PowerPoint presentation regarding the “Commemoration Policy and PS752 Memorial: Update” and responded to questions of Council.

REPORTS

8. Updates on Flight PS752 Memorial Project and Commemoration Policy Project – File: 12-6120-05-0002/1

Report: Park Planner 2 and Deputy Director, Parks and Public Spaces, October 17, 2023

Moved by Councillor Shahriari, seconded by Councillor Girard

PURSUANT to the report of the Park Planner 2, dated October 17, 2023, entitled “Updates on the Flight PS752 Memorial Project and Commemoration Policy Project”:

THAT the report of the Park Planner 2, dated October 17, 2023, be received for information.

CARRIED UNANIMOUSLY

REPORTS – Continued

9. House of Funk Brewing Application for Change of Liquor Service Hours
– File: 09-4320-50-0002/2023

Report: Manager, Economic Development, October 11, 2023

Moved by Councillor Girard, seconded by Councillor Valente

PURSUANT to the report of the Manager, Economic Development, dated October 11, 2023, entitled “House of Funk Brewing Application for Change of Liquor Service Hours”:

THAT the proposed change in liquor service closing hours to 12:00 am Sunday to Thursday and 2:00 am Friday and Saturday for House of Funk Brewing located at 350 East Esplanade (Unit 101) be supported on the basis that:

- The proposed extended liquor service hours will not result in the service area being operated in a manner that is contrary to the primary purpose of the business;
- The impact of noise on the community in the immediate vicinity of the establishment, in general, is expected to be minimal and managed diligently;
- The proposed extension to liquor service hours is consistent with the vision for the Shipyards Brewery District; and
- The potential impact on nearby residents would not be sufficient to warrant further public input;

THAT the City of North Vancouver opt out of the public consultation process with respect to this application;

THAT, subject to the Liquor and Cannabis Regulation Branch approving the application, staff be directed to modify the Outdoor Dining Agreement to align with direction provided by Council on April 24, 2023 on a similar application with regard to the service hours for the outdoor patio to cease by 11:00 pm and be cleared by 12:00 am;

AND THAT, subject to the Liquor and Cannabis Regulation Branch approving the application, staff be directed to work with the applicant to enter into a Good Neighbour Agreement with the City of North Vancouver.

CARRIED UNANIMOUSLY

REPORTS – Continued

10. 2023 Rate Review and Bylaw Amendment

Report: Manager, Finance, Lonsdale Energy Corp., October 11, 2023

Moved by Councillor Valente, seconded by Councillor Girard

PURSUANT to the report of the Manager, Finance, Lonsdale Energy Corp., dated October 11, 2023, entitled “2023 Rate Review and Bylaw Amendment”:

THAT the report and proposed “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees) be forwarded to LEC customers for information and comment;

AND THAT “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees) be considered and referred to a Public Meeting.

CARRIED UNANIMOUSLY

BYLAW – FIRST AND SECOND READINGS

11. “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees)

Moved by Councillor Valente, seconded by Councillor Girard

THAT “City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees) be given first and second readings.

CARRIED UNANIMOUSLY

PUBLIC CLARIFICATION PERIOD

Nil.

COUNCIL INQUIRIES / REPORTS

Nil.

NEW ITEMS OF BUSINESS

Nil.

NOTICES OF MOTION

Nil.

RECESS TO CLOSED SESSION

Moved by Councillor Girard, seconded by Councillor Shahriari

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

CARRIED UNANIMOUSLY

The meeting recessed to the Committee of the Whole, Closed Session, at 7:54 pm and reconvened at 10:20 pm.

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

12. Land Matter and Proposed Service – File: 12-6130-20-0014/1

Presentation: Park Planner 2 and Deputy Director, Parks and Public Spaces,
October 23, 2023

Moved by Councillor Valente, seconded by Councillor Girard

PURSUANT to the presentation of the Park Planner 2 and Deputy Director, Parks and Public Spaces, dated October 23, 2023, regarding a land matter and proposed service:

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

AND THAT the wording of the recommendation and the presentation remain in the Closed session.

CARRIED UNANIMOUSLY

ADJOURN

Moved by Councillor Bell, seconded by Councillor Girard

THAT the meeting adjourn.

CARRIED UNANIMOUSLY

The meeting adjourned at 10:21 pm.

“Certified Correct by the Corporate Officer”

CORPORATE OFFICER

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The Corporation of **THE CITY OF NORTH VANCOUVER**
OFFICE OF THE DEPUTY CHIEF ADMINISTRATIVE OFFICER

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Karla Graham, Corporate Officer

Subject: 2024 SCHEDULE OF COUNCIL MEETINGS

Date: October 24, 2023 File No: 01-0550-01-0001/2023

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

RECOMMENDATION

PURSUANT to the report of the Corporate Officer, dated October 24, 2023, entitled "2024 Schedule of Council Meetings":

THAT the 2024 Schedule of Council Meetings be endorsed.

ATTACHMENTS

1. 2024 Schedule of Council Meetings (CityDocs [2408983](#))

DISCUSSION

The purpose of this report is to present Council with the Schedule of Council Meetings for the 2024 calendar year and request that the schedule be endorsed.

The Schedule of Council Meetings was prepared in accordance with "Council Procedure Bylaw, 2015, No. 8500".

Summary of Council Meetings for 2023

By the end of 2023, a total of 30 meetings will have taken place. This includes Regular Council Meetings, Public Hearings/Meetings and Special Meetings.

Proposed 2024 Schedule of Council Meetings

The proposed 2024 Schedule of Council Meetings includes 29 Regular Council meetings, except for spring break in March, the summer recess in August and the winter recess in December.

The schedule avoids conflicts with public holidays and the annual Federation of Canadian Municipalities (FCM) and Union of BC Municipalities (UBCM) conventions. Any Council workshops will be scheduled separately and as necessary.

In accordance with the provisions of the *Community Charter*, notice of the Regular Council Meeting Schedule must be posted and advertised at least once a year, on or before January 1 in each year. Staff will publish public notice following Council endorsement of the schedule.

FINANCIAL IMPLICATIONS

Financial considerations are limited to administrative costs for posting, circulating and advertising the schedule.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

Providing the schedule of Council meetings prior to the start of the calendar year supports Council's Strategic Plan by being "A City for People" by connecting and engaging with residents in the community.

RESPECTFULLY SUBMITTED:



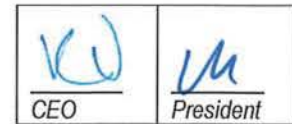
Karla Graham, MMC
Corporate Officer

2024 SCHEDULE OF COUNCIL MEETINGS

Meetings commence at 6:00 pm in the Council Chamber at City Hall, 141 West 14th Street, North Vancouver, BC and electronically via Webex, unless otherwise indicated.

| | | | | | |
|-----------------|-----------|---|------------------|-------------------------------------|--|
| January | 1 | No Council Meeting – Winter Recess | July | 1 | No Council Meeting – Canada Day |
| | 8 | No Council Meeting – Winter Recess | | 8 | Regular Council Meeting |
| | 15 | Regular Council Meeting | | 15 | Regular Council Meeting and Public Hearing |
| | 22 | Regular Council Meeting and Public Hearing | | 22 | Regular Council Meeting |
| | 29 | No Council Meeting (<i>potential Council workshop</i>) | | 29 | No Council Meeting |
| February | 5 | Regular Council Meeting | August | No Council Meetings – Summer Recess | |
| | 12 | Regular Council Meeting | | | |
| | 19 | No Council Meeting – Family Day | | | |
| | 26 | Regular Council Meeting and Public Hearing | | | |
| March | 4 | Regular Council Meeting | September | 2 | No Council Meeting – Labour Day |
| | 11 | Regular Council Meeting and Public Hearing | | 9 | Regular Council Meeting |
| | 18 | No Council Meeting – Spring Break (<i>potential Council workshop</i>) | | 16 | No Council Meeting – UBCM |
| | 25 | No Council Meeting – Spring Break | | 23 | Regular Council Meeting and Public Hearing |
| | | | | 30 | No Council Meeting – National Day for Truth & Reconciliation |
| April | 1 | No Council Meeting – Easter Monday | October | 7 | Regular Council Meeting |
| | 8 | Regular Council Meeting | | 14 | No Council Meeting – Thanksgiving |
| | 15 | Regular Council Meeting | | 21 | Regular Council Meeting |
| | 22 | Regular Council Meeting and Public Hearing | | 28 | Regular Council Meeting and Public Hearing |
| | 29 | No Council Meeting | | | |
| May | 6 | Regular Council Meeting | November | 4 | Regular Council Meeting |
| | 13 | Regular Council Meeting | | 11 | No Council Meeting – Remembrance Day |
| | 20 | No Council Meeting – Victoria Day | | 18 | Regular Council Meeting |
| | 27 | Regular Council Meeting and Public Hearing | | 25 | Regular Council Meeting and Public Hearing |
| June | 3 | Regular Council Meeting | December | 2 | Regular Council Meeting |
| | 10 | No Council Meeting – FCM | | 9 | Regular Council Meeting |
| | 17 | Regular Council Meeting | | 16 | No Council Meeting – Winter Recess |
| | 24 | Regular Council Meeting and Public Hearing | | 23 | No Council Meeting – Winter Recess |
| | | | 30 | No Council Meeting – Winter Recess | |

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141 West 14th Street, North Vancouver BC V7M 1H9

REPORT

To: Mayor Linda Buchanan and Members of Council
From: Sean Wood, Manager – Finance, Lonsdale Energy Corp.
SUBJECT: 2023 RATE REVIEW AND BYLAW AMENDMENT
Date: October 11, 2023

RECOMMENDATION

PURSUANT to the report of the Manager – Finance of Lonsdale Energy Corp., dated October 11, 2023, entitled “2023 Rate Review and Bylaw Amendment”;

THAT this report and proposed “City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” be forwarded to LEC customers for information and comment;

AND THAT “City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” be considered and referred to a Public Meeting on November 6, 2023, to receive input from LEC customers and the public.

ATTACHMENTS

1. City of North Vancouver Hydronic Heat Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994 (doc 2420297)
2. City of North Vancouver Consolidated Hydronic Heat Energy Service Bylaw, 2004, No. 7575 (doc 501381)
3. Summary of LEC Revenue, Expenses, and Retained Earnings: 2018 – 2022

PURPOSE

This report provides the results of Lonsdale Energy Corp.'s (LEC) annual rate review. The report includes an overview of past rate setting by LEC and its current position of affordability and competitiveness, a review of the principles guiding LEC's rate setting, and the rationale for proposed rate adjustments to the Meter and Capacity Charges, as well as the Connection Fee, in Proposed Amendment Bylaw No. 8994 (**Attachment 1**). If accepted, these rate adjustments will be effective December 1, 2023. Following the conclusion of the rate review, staff have the following rate setting recommendations:

1. Adjust the Meter Charge, Capacity Charge, and Connection Fee for inflation to protect LEC's purchasing power.
2. Adjust the Capacity Rate to include a clean energy premium to facilitate the recovery of costs for current and future low carbon energy sources.
3. Implement a minimum charge to the Connection Fee to ensure adequate recovery of costs for new connections.

BACKGROUND

LEC has been in operation since 2004 following the enactment of Bylaw No. 7575 (**Attachment 2**), which created the energy service. As of September 30, 2023, LEC provided heating services to 107 buildings, totaling more than 8.23 million square feet of building area. This includes over 7,400 residential units, a 106-room hotel, numerous offices, commercial outlets, a school, hospital buildings, and various municipal buildings. Cooling services are provided to six buildings including 2151 Lonsdale Ave. and the Shipyard Precinct. Cooling services provide LEC with the opportunity to recover thermal energy with minimal GHG emissions, which is then used to provide heat to customers. The rapid growth of the system can be seen in the table below:

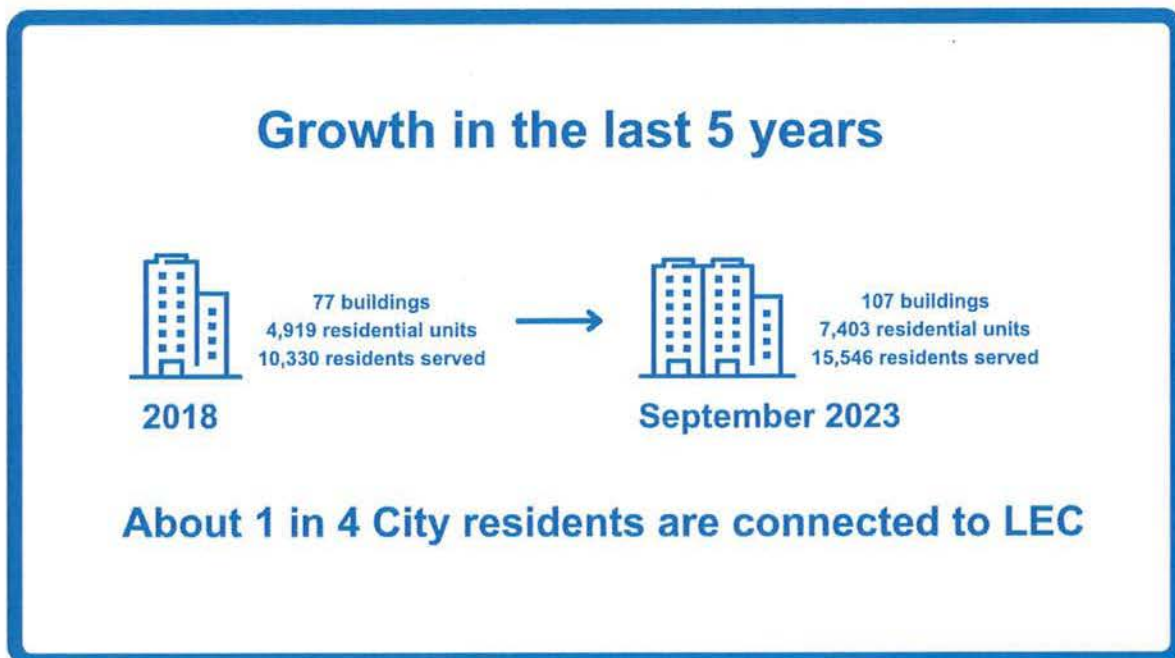


Table 1.0: 5-Year District Energy System Growth Summary: 2018-2023

Despite reduced connections in 2021 and 2022 due to the COVID-19 pandemic, the buildings connected to the system have increased by 34% over the past five years and the thermal energy delivered has increased by 48%. Additionally, the cooling energy delivered by LEC has increased by 430%. This growth was driven by the commissioning of cooling services to the Shipyards District, as well as the ice rink, as well as delayed customer demand due to COVID-19. Per the 2021 Census conducted by Statistics Canada, the population of the City of North Vancouver (the City) was 58,120. With 15,546 estimated residents served, LEC provided heating services to approximately one quarter of the population of the City, as well as to numerous commercial and institutional buildings.

In recent years, LEC has increased efforts towards reducing the greenhouse gas (GHG) emissions of the district energy system. Currently, LEC is producing thermal energy from the following low carbon energy sources: renewable natural gas (RNG), a solar panel array on the roof of the Civic Library, a geo-exchange field under and the School District 44 head office, as well as recovery of rejected heat from LEC's cooling customers. These sources are used in priority and directly offset energy that would otherwise be provided by using conventional natural gas.

Staff continue investigating the feasibility of other low carbon energy sources including server heat recovery, sewage heat recovery, thermal energy storage, and ocean source heating. LEC has also issued a Request for Expression of Interest (RFEOI) seeking organizations within the community to supply potential waste heat into LEC's district energy system. This RFEOI closed on Sep. 22, 2023, and submissions are under review. All GHG emission reduction projects will be assessed by staff to determine their capital and operational impacts, as well as the impact on rates to customers. Since the start of its operations, LEC has aimed to balance the affordability of rates to customers with the goals of decarbonization of the system and providing a return on investment to the City (**Attachment 3**).

Historical Rate Reviews

During the early years of operation, LEC went to Council on an "as needed" basis to establish and adjust rates while determining a fair and equitable rate structure. In November of 2016, LEC introduced a two-rate structure which provided customers with two alternatives based on their annual energy consumption. The two-rate structure allows smaller buildings (with lower energy consumption) to have a reduced fixed cost (Meter Charge), while increasing the rate for the variable cost based on energy consumption (Commodity Charge). Since 2016, LEC has adjusted rates annually for inflation to protect purchasing power and consider changes in interest rates. It has also adjusted rates for new energy sources as necessary. Increases of 5% were applied to the Capacity Charges in 2017, 2018, and 2019 to account for the future connection to the NSWWTP. Due to construction delays, these remaining two scheduled increases have been deferred until a new connection date is provided by Metro Vancouver. No adjustment was done in 2020 due to a rate freeze in response to COVID-19 and an inflationary adjustment of 2.9% (a 1.5% impact on the total bill) was done in 2021. The 2022 Rate adjustment was deferred as LEC assessed the certainty of proceeding with several carbon reduction initiatives and took the opportunity to provide relief to customers in the wake of significant increases in the cost of natural gas and rising inflation.

Cooling districts have been established where and when economically feasible for both LEC and the customer, as well as on the basis of LEC's ability to recover and use waste heat in the district energy system without venting this heat into the atmosphere. Rates for cooling services are determined on a case-by-case basis and established by individual service agreements with the customers. Staff continue to assess future cooling network opportunities.

DISCUSSION

Rate Review Guiding Principles

LEC's rates are set and reviewed within the context of key principles derived from the mission of the company to operate a financially self-sustaining district energy system that delivers reliable and competitively priced thermal energy while facilitating the reduction of GHG emissions in the community and providing a return on investment to the City. These principles include:

1. **Maintaining customer affordability.** If rates are too high, then LEC customers will pay a premium in comparison to other City residents not serviced by LEC. Affordability is also assessed by comparison to other local energy providers to determine competitiveness in the market.
2. **Facilitating an economical transition toward low carbon energy sources.** Low carbon energy sources carry higher capital and operating costs than the business-as-usual case of high efficiency natural gas boilers. Therefore, low carbon energy sources need to be holistically assessed for their impact on rates.
3. **Setting rates that facilitate the operations and meet financial obligations.** Rates must be set at a level that facilitates the short and long-term profitability of the company and allows it to meet its obligations to lenders and other stakeholders.

Affordability – Net Cost Impact to Customers

While LEC is recommending increases to its fixed rates, the cost of natural gas has decreased, lowering LEC's Commodity Rate and resulting in a reduced impact on net cost. Modelling by staff projects **a total net year-over-year increase in cost of service to the customer base of 4% (and 3% for residential customers) when considering the proposed rate recommendations.** Represented another way, staff project that the monthly cost for a typical 70 sq. m (or 750 sq. ft.) one-bedroom unit under the proposed rate structure would only increase by approximately \$2.00 per month when compared to 2022. This represents a 3% change in cost to a residential unit; this is different from the customer base at large due to different consumption profiles between residential, mixed, and commercial buildings. Per the National Bank of Canada's September 2023 Economic News, wage inflation for Canadians was 5.3% year-over-year in September 2023, indicating that the change in cost to customers is affordable.

Proposed change would be about a \$2/month increase to heat a 750 ft² unit

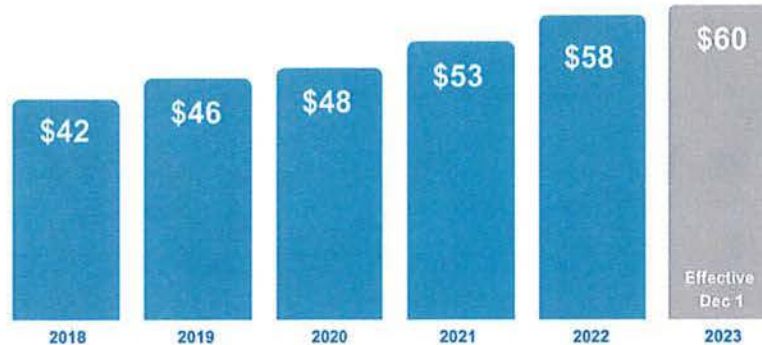


Table 2.0: Average Monthly Cost of Heating Service for a One-Bedroom Unit (70 sq. m. / 750 sq. ft.)

The above chart is based on 5-year historical data for LEC's residential buildings and figures are calculated based on the average cost to residential buildings and therefore may not be representative of costs experienced by some buildings. Actual costs may vary depending on numerous factors (envelope, on-site thermal storage, oversizing of equipment, cost allocation methods, actual energy use, etc.). Commercial buildings and mixed-use buildings may also experience different results based on unique energy use characteristics.

The impact of cost to customers over the past five years have mostly been driven by increases in the cost of natural gas (2019: 5.4%; 2020: 6.7% 2021: 10.4%; 2022: 12.7%). LEC's Commodity Rate directly follows the cost of natural gas (FortisBC's Rate 3), which has increased significantly during this period due to significant and unprecedented events: an Enbridge pipe rupture in BC in 2018; the COVID-19 pandemic in 2020-22; and Russia's invasion of the Ukraine in 2022. As seen below, LEC's Commodity Rates more than doubled since historically low rates in 2018:

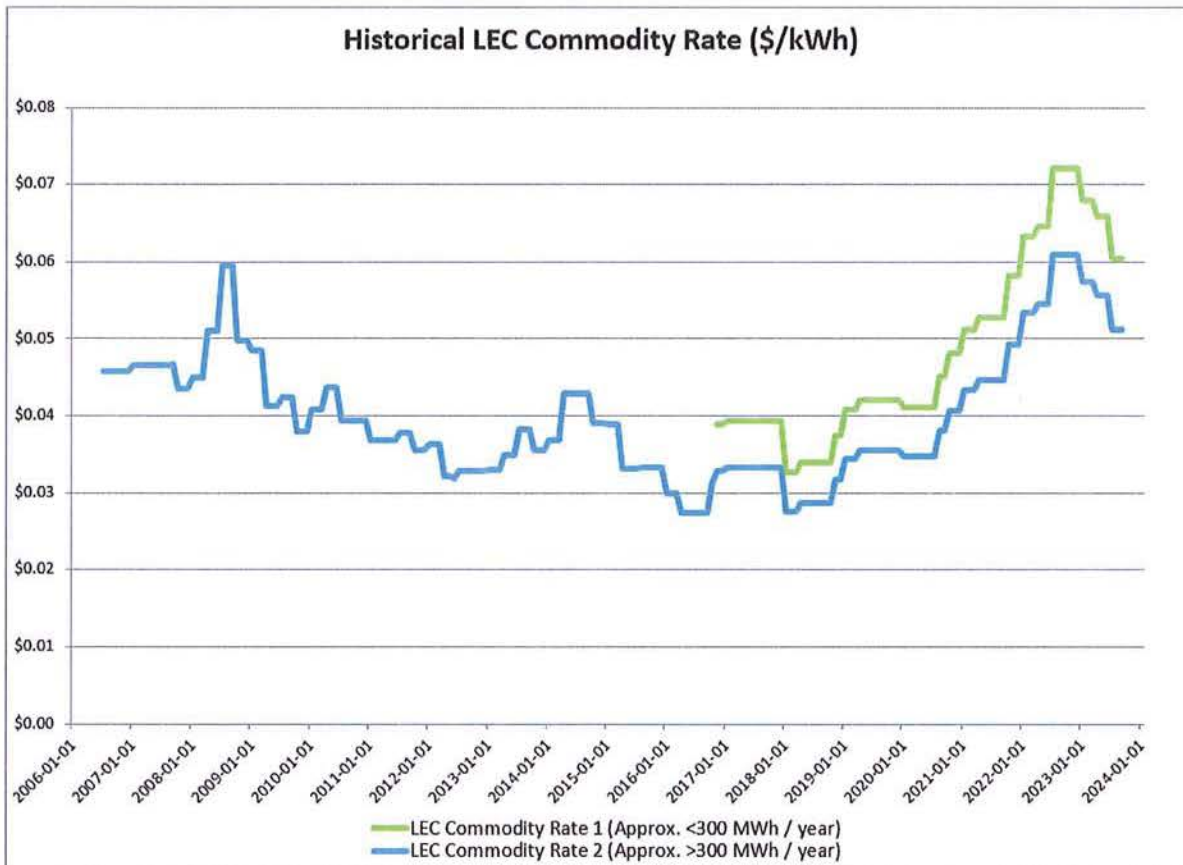
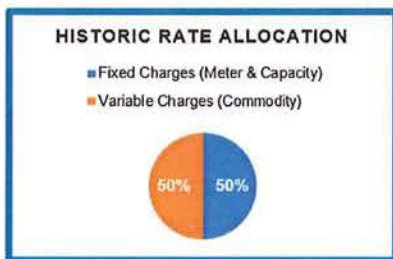


Table 3.0: Historical LEC Commodity Rates



As Commodity Charges make up approximately 50% of annual costs to customers, the impact has been significant. Fortis has filed to decrease rates one more time before the end of 2023 providing further relief to LEC customers in the near term. It is difficult to determine a long-term forecast for the natural gas market, but it has stabilized after an unprecedented period of volatility. As LEC introduces more low-carbon energy sources, the

unpredictability of the natural gas market and impact of carbon tax increases will have less influence on rates to customers.

Competitiveness – Comparison to Other Thermal Energy Providers

In order to assess affordability, LEC compares its cost of services to other Lower Mainland district energy utilities and thermal energy providers. The table below shows the effective rate for each provider to deliver 1 MWh of energy. The table also provides the GHG Emission Intensity (kgCO₂/MWh) for each utility for additional context. An inverse relationship between the cost of service and the GHG emissions is evident: as emissions are reduced, the cost-of-service increases. This is due to the higher capital and operating costs of low carbon energy sources.

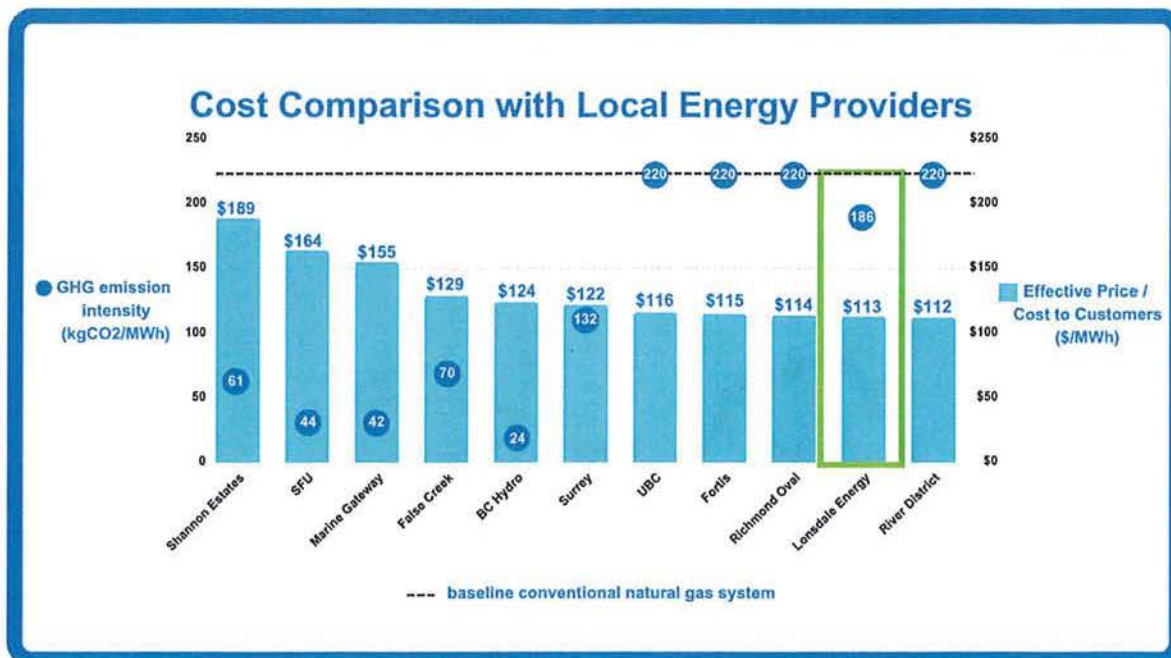


Table 4.0: 2023 Effective Rates and GHG Emission Intensity for Lower Mainland Thermal Energy Providers

Comparative figures have been sourced from the City of Vancouver’s Report titled “Comprehensive Rate Review – Neighbourhood Energy Utility” and dated June 19, 2023 (<https://council.vancouver.ca/20230627/documents/r7.pdf>). As seen above, LEC remains a low-cost provider of thermal energy and its effective rate is on par with other district energy systems primarily fueled by natural gas. Additionally, LEC’s GHG emission intensity has decreased by 17% from 218 kgCO2/MWh in 2021 to 186 in 2023, due to the implementation RNG; In 2022, LEC purchased 50,000 GJ of RNG, however due to uncertainty around the long-term viability of RNG, and the implementation of other alternative energy sources, LEC did not adjust customer rates to include the additional cost for RNG in 2022. This adjustment is being recommended for 2023 rates. Achievement of LEC’s 2026 carbon emission reduction goal (discussed later in this report) would result in a GHG emission intensity similar to Surrey City Energy.

Transition to Low Carbon Energy Sources

Historically, LEC’s operations and business practices have allowed it to be a low-rate provider of thermal energy. It is important to understand that with increased efforts to decarbonize the district energy system, the cost of service (and rates) to customers will increase, as seen with other district energy companies with a lower carbon emission intensity. LEC’s transition to low carbon energy sources is guided by goals set by the company (which align with the City’s goals):

1. Decarbonize more than 40% of forecasted energy demand in 2026;
2. Reduce greenhouse gas (GHG) emissions by 60% from 2021 levels by 2030; and
3. Reduce GHG emissions to achieve a target of net zero community wide emissions by 2050.

LEC has already made progress towards its decarbonization goals. In 2022, RNG purchases reduced the emission of the district energy system by approximately 3,000 tonnes of CO₂ or the equivalent or removing 1,000 cars from the road over a year.



This has notably reduced the carbon emission intensity of LEC's system:

| Year | Carbon Emission Intensity (kgCO ₂ /MWh) | Description |
|----------|--|---|
| 2021 LEC | 218 | Natural gas supplemented by LEC's cooling heat recovery; Geo-exchange; and Solar panels |
| 2022 LEC | 186 | 50,000 GJ of RNG was added to LEC's energy portfolio |

Table 6.0: LEC Carbon Emission Intensity 2021 vs. 2022

While the purchase of RNG has reduced the GHG emissions of the system, it is also purchased at a premium in comparison to conventional natural gas. To account for this added cost staff are recommending an increase to the Capacity Charge to account for the premium cost of clean energy. As discussed later in the report, this increase will recover most of the cost of RNG purchases. Despite these increases, LEC is projected to remain competitive with other thermal energy providers.

Meeting Operational Requirements – Financial Forecasting

Staff suggest that planning and decision-making be based on comparing alternatives and opportunities with the business-as-usual scenario that considers heat generation using natural gas boiler technology, as well as comparison to other energy providers. Given LEC's position as a low-cost provider and natural gas prices that are trending downward, short-term modeling through 2024 estimates a net rate impact of 4% to the customer base

(and 3% to residential customers) and an effective rate that fits into the context of effective rates for district energy systems of a similar GHG emission profile.

Modelling conducted by staff have confirmed LEC's ability to remain profitable and meet its obligations to the City and other stakeholders over the next five years based on the recommended rate adjustments. With the progression of several low carbon energy sources, it is expected that rates will continue to need to be reviewed and assessed on a regular basis with forecasting to determine profitability of the company and impact on customers. The current rate structure and rate recommendations are sufficiently reasonable and accurate while LEC continues providing heating service primarily through natural gas boiler technology.

PROPOSED RATE CHANGES

Proposed Rate Change: Inflationary Adjustment to the Meter and Capacity Charges

Staff recommend adjusting both the Meter and Capacity charges by the 2021 and 2022 change in the Consumer Price Index (CPI) All-item Index (4.6% and 5.9% respectively) to account for the historical inflation since the last rate adjustment. LEC did not adjust for inflation in 2022 to provide relief to customers who faced significant rises in costs due to volatility in the natural gas market and the economic fallout of the COVID-19 pandemic.

This adjustment accounts for the rising costs to operate and maintain the district energy system and protects LEC's purchasing power. The proposed inflationary adjustments are representative of the change in the All-item rate of inflation from December 2020 to December 2021 and December 2021 to December 2022 as reported by Statistics Canada. The Meter and Capacity charges recover the cost of operating and maintaining the district energy system, as well as the long-term capital costs of infrastructure. As significant capital costs for LEC are funded through debt, and interest rates are increased to combat inflation, it is important for LEC to adjust rates for inflation to cover the resulting increased cost of debt. Over time, the cost to maintain, operate and replace the system will increase. Adjusting for the CPI rate of inflation allows LEC to protect its purchasing power. Revenue generated by the Meter and Capacity Charges are also used to reimburse LEC's debt to the City for infrastructure construction.

These inflationary adjustments are indicative of current economic conditions and were confirmed by a cost escalation study conducted by LEC in 2021. The study projected construction costs to continue rising at a rate of approximately 10% per year from 2022 to 2024. Despite these rising costs, LEC deferred the 2022 inflationary adjustment affording customers one year of savings in the post-pandemic world.

Proposed Rate Change: Clean Energy Premium

Staff recommend the addition of a 7.0% clean energy premium to the Capacity Charge.

In the short-term, this adjustment will recover the premium cost of 50,000 GJ of RNG. In 2022 and 2023, LEC has absorbed the extra cost, resulting in an increase in cost of sales and lower profits. The purchase of RNG corresponded with the expansion of the natural gas boiler plant at MP8 and offset the addition of these boilers with a low carbon energy source. Management also accepted absorbing these additional costs in 2022 in exchange for immediate reduction of GHG emissions while the long-term purchase of RNG was

assessed against other low carbon energy sources. Due to its high energy cost and rate structure, it is unlikely that RNG is viable on a long-term basis unless the rate structure is changed. However, with the progression of several carbon emission reduction projects, the recommended clean energy premium can flexibly be applied to the added cost of new projects as they are commissioned. RNG purchases would then be proportionally reduced to maintain carbon emission levels without affecting costs to customers. While staff expect to have cheaper long-term options, RNG remains an option in LEC's energy portfolio to address emission reduction shortfalls and/or during periods of peak energy demand. If FortisBC increases supply and/or restructures RNG's rate structure, viability will be reassessed by staff. In the long-term, this rate change would facilitate the higher operating costs of low carbon energy sources, as well as consideration for the financing costs of the capital needed to construct low carbon energy sources.

Proposed Rate Changes: Connection Fee Minimum

Staff are recommending that a fixed minimum connection fee of \$75,000 be implemented; connection fees calculated at above this minimum continue to be applied on a variable charge per kW basis. Staff also recommend adjusting the connection fee rate by the 2021 and 2022 change in the CPI (4.6% and 5.9% respectively).

Staff recommend changing the structure of LEC's Connection Fee to include a fixed minimum amount. Currently, the Connection Fee is applied at a rate of \$85.23 per kW of the building's nominated capacity (the maximum amount of energy required to be delivered by LEC). Staff analysis has determined that the current rate structure does not always provide adequate revenue to recover the basic cost of building connections; this is relevant for buildings with lower nominated capacities. Regardless of nominated capacity, there is a minimum cost to construct the energy transfer station and connect it to the district energy system. Therefore, buildings with smaller nominated capacities do not result in connection fees that adequately cover costs. Similar to LEC's Application Fee, staff are recommending that a minimum fee be implemented for the Connection Fee to ensure a reasonable level of cost recovery.

Over the past three years, connection costs have ranged from \$72,000 to \$159,000 per building. Under the current rate structure, only approximately 58% of connection costs were recovered by the connection fee during this period. The inability of the current fee structure was magnified by significant cost increases due to economic, labour, and supply chain issues brought on by COVID-19. If a minimum cost of \$75,000 had been implemented, nearly all of connection costs would have been recovered.

Staff reviewed similar fees of other district energy systems in the area and determined that the basis of the fee on nominated capacities is still reasonable and common practice. Staff also conducted a sensitivity analysis on the fee amount and confirmed that \$75,000 is an appropriate minimum connection fee. By comparison, the connection fee for the False Creek Neighbourhood Energy Utility in Vancouver charges a fixed \$97,499 per connection as well as a variable rate of \$115/kW.

Public Input

LEC will inform customers of the proposed rate increase by letter inviting them to attend a November 6, 2023, Public Meeting. LEC will also include information on its website and advertise the meeting in the North Shore News to inform other stakeholders.

SUMMARY

The following table summarizes the rate adjustments recommended in this report with rates from 2022 for comparison:

| Rate Schedule 1 | | | | |
|--|------------|----------------------------|-------------------------|-----------------------|
| Rate Schedule 1 (Approx. annual consumption is less than 300 MWh) | 2022 Rates | Inflationary Adjustment | Clean Energy Premium | 2023 Proposed Rate |
| Meter Charge | \$ 32.48 | 10.5% | | \$ 35.89 |
| Capacity Charge | \$ 4.4544 | 10.5% | 7.0% | \$ 5.2339 |
| Rate Schedule 2 | | | | |
| Rate Schedule 2 (Approx. annual consumption is greater than 300 MWh) | 2022 Rates | Inflationary Adjustment | Clean Energy Premium | 2023 Proposed Rate |
| Meter Charge | \$ 174.90 | 10.5% | | \$ 193.26 |
| Capacity Charge | \$ 4.4544 | 10.5% | 7.0% | \$ 5.2339 |
| Connection Fee | | | | |
| Connection Fee | 2022 Rates | Inflationary Adjustment | Clean Energy Premium | 2023 Proposed Rate |
| *Connection Fee (per kW) | \$ 85.23 | 10.5% | | \$ 94.18 |

* A minimum connection fee of \$75,000.

Table 7.0: Summary of Proposed Rates with Previous Year for Comparison

It is expected that once the impact of the significant drop in natural gas prices on LEC's commodity rate are considered, **the net change in year-over-year costs to customers will be approximately 3% for residential customers and 4% for the total customer base.** For a typical one-bedroom unit (70 sq. m. / 750 sq. ft.) this is estimated to result in an affordable cost impact of \$2 per month. This impact is also affordable in the context of rising wages of 5%, per the National Bank of Canada. A comparison to other lower mainland energy providers also indicates that LEC remains competitively priced, and a rising price is indicative of LEC's carbon emission reduction journey.

The recommended rate changes are made with the pragmatic approach of protecting LEC's purchasing power, recovering the higher costs of low carbon energy sources, and adequately recovering most of LEC's connection costs. These recommendations have been made with adherence to the rate setting principles of the company. With a mandate to decrease the GHG emissions of the system, it is expected that cost to customers will increase to facilitate the transition. However, LEC's position as a low-cost provider of thermal energy afford it the opportunity to make these rate recommendations towards that goal as it transitions to more sustainable energy sources. The recommendations achieve a balance of keeping the costs to customers affordable, while helping facilitate the transition to low carbon energy sources and meeting LEC's obligations to the City.

FINANCIAL IMPLICATIONS

The financial implications are addressed throughout the report.

RESPECTFULLY SUBMITTED BY:



Sean Wood, CPA
Manager - Finance, LEC

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8994

**A Bylaw to amend the City of North Vancouver
"Hydronic Energy Service Bylaw, 2004, No. 7575"**

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

1. This Bylaw shall be known and cited for all purposes as **"City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994" (Schedule C and Other Fees)**.
2. "Hydronic Energy Service Bylaw, 2004, No. 7575" is amended as follows:

- A. In the "Service Connection Fee" in the "Standard Fees and Charges Schedule", by deleting "\$85.23 per kilowatt" and replacing it with "\$94.18 per kilowatt".
- B. In the "Service Connection Fee" in the "Standard Fees and Charges Schedule", by deleting the words:

"Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement."

and replacing it with the words:

"Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge, with a minimum fee of \$75,000, except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection, which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement."

- C. By deleting Schedule "C" in its entirety and replacing it with the Schedule "C" attached to this bylaw.

3. This Bylaw shall be effective as of the 1st day of December, 2023.

READ a first time on the <> day of <>, 2023.

READ a second time on the <> day of <>, 2023.

READ a third time on the <> day of <>, 2023.

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

MAYOR

CITY CLERK

SCHEDULE "C" FEES, RATES AND CHARGES

The rates, fees and charges payable in respect of the Service defined in "Hydronic Energy Service Bylaw, 2004, No. 7575" are as set out below.

Except as otherwise stated, capitalized terms in this Schedule "C" shall have the meaning defined in the General Terms and Conditions of "Hydronic Energy Service Bylaw, 2004, No. 7575" attached as Schedule "B".

PROVISION OF HEATING TO PREMISES:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$35.89 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$193.26 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$35.89 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$193.26 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

PROVISION OF COOLING TO PREMISES:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

**“City Of North Vancouver
Hydronic Energy Service Bylaw, 2004, No. 7575”**

CONSOLIDATED FOR CONVENIENCE – NOVEMBER 15, 2021

| | |
|---------------------------------|--|
| Amendment Bylaw, 2007, No. 7843 | Schedule A, Schedule B and Schedule C |
| Amendment Bylaw, 2007, No. 7865 | Section 4 and Schedule A |
| Amendment Bylaw, 2007, No. 7891 | Section 15, Schedule B and Schedule C |
| Amendment Bylaw, 2008, No. 7954 | Service Connection Fee |
| Amendment Bylaw, 2009, No. 8059 | Schedule C, Fees Rates and Charges Schedule |
| Amendment Bylaw, 2010, No. 8086 | Schedule C and Housekeeping |
| Amendment Bylaw, 2010, No. 8123 | Schedule C - Meter Charge |
| Amendment Bylaw, 2010, No. 8187 | Schedule C – Service Connection Fee |
| Amendment Bylaw, 2013, No. 8321 | Standard Fees and Charges Schedule & Capacity Charge |
| Amendment Bylaw, 2016, No. 8497 | Schedule B, Standard Fees and Charges Schedule, Schedule C |
| Amendment Bylaw, 2017, No. 8545 | Standard Fees and Charges Schedule |
| Amendment Bylaw, 2017, No. 8561 | Standard Fees and Charges Schedule |
| Amendment Bylaw, 2017, No. 8596 | Schedule C |
| Amendment Bylaw, 2018, No. 8660 | Addition of Section 14.10 |
| Amendment Bylaw, 2018, No. 8656 | Schedule C |
| Amendment Bylaw, 2019, No. 8730 | Schedule C and Other Fees |
| Amendment Bylaw, 2021, No. 8878 | Schedule C and Other Fees |

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 7575

A Bylaw to Create a Hydronic Energy Service

WHEREAS the *Community Charter* empowers the municipality to provide any service that the Council considers necessary or desirable.

WHEREAS the City of North Vancouver ("City") wishes to establish a service for the purpose of providing hydronic heat energy for space heating and domestic hot water to multi-family, residential, commercial, institutional and industrial buildings.

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

1. This Bylaw shall be known and cited for all purposes as "**City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575**".
2. The service of providing hydronic heat energy for space heating and domestic hot water ("Heating Service") and the service of providing hydronic cooling energy for space cooling ("Cooling Service") to properties with multi-family residential, commercial, institutional and industrial buildings thereon (collectively the "Service") is hereby established.
3. The Service may be provided to properties with multi-family residential, commercial, industrial or institutional buildings thereon in the City of North Vancouver ("Service Area").
4. There shall be three classes of property within the Service Area:
 - Class 1 – properties described in Schedule "A";
 - Class 2 – properties, other than Class 1 properties, on which it is proposed to construct or renovate (to an extent that requires substantial occupancy postponement) multi-family residential, commercial, industrial and institutional buildings having a combined floor area of greater than 1000 square metres; and *[Bylaw 8596, December 11, 2017]*
 - Class 3 – properties other than Class 1 properties and Class 2 properties.
5. Multi-family residential, commercial, industrial and institutional buildings:
 - (a) on Class 1 properties, are required to apply for, be connected to and use the Heating Service and may apply for, be connected to and use the Cooling Service unless the City's Director of Finance considers that the cost of providing the Cooling Service to the property and buildings would be excessive to the City;
 - (b) on Class 2 properties, are required to apply for, be connected to and use the Heating Service and may apply for, be connected to and use the Cooling Service unless the City's Director of Finance considers that the cost of providing the

Heating Service or the Cooling Service as the case may be to the property and buildings would be excessive to the City; and

- (c) on Class 3 properties, may apply for, be connected to and use the Heating Service and the Cooling Service unless the City's Director of Finance considers that the cost of providing the Heating Service or the Cooling Service as the case may be to the property and the buildings would be excessive to the City.
6. The Service shall be provided and used in accordance with the terms and conditions described in Schedule "B" ("General Terms and Conditions").
 7. The fees payable in respect of the Service shall be those described in Schedule "C" which shall be based on the cost of providing, maintaining and expanding the Service and may be different for different properties and buildings based upon the use, capacity and consumption of those properties and buildings
 8. The City may operate the Service directly or through another organization (the "Service Provider").
 9. The City authorizes its officers and employees and the officers, employees, agents, servants, contractors and subcontractors of the Service Provider to enter onto any property or into any building applying for, connecting or connected to or using the Service or required to apply for connect to and use the Service to connect or disconnect the Service and to inspect and determine whether all regulations, prohibitions and requirements contained in this Bylaw and the General Terms and Conditions are being met.
 10. The City authorizes its officers and employees and the officers and employees of the Service Provider to require persons applying for, connecting or connected to or using the Service to provide security with respect to the Service in an amount determined by the City or the Service Provider.
 11. Except as provided in the General Terms and Conditions and Sections 12, 13 and 14 of this Bylaw no building situated on a Class 3 property which is connected to and using the Service may be disconnected from the Service unless the City Engineer is satisfied, in his sole discretion, that the building will be adequately supplied with an alternate form of energy capable of heating the building and no building situated on a Class 1 or Class 2 property which is connected to and using the Service may be disconnected from the Service.
 12. The City or the Service Provider may discontinue providing the Service to a person or property because of:
 - (a) unpaid fees or taxes in relation to the Service; or
 - (b) non-compliance with the General Terms and Conditions or the provisions of this Bylaw.
 13. The City or the Service Provider may discontinue providing the Service to a person or property upon providing not less than 48 (forty-eight) hours written notice outlining the reasons for the discontinuance.

14. A person whose Service is discontinued for non-compliance with the General Terms and Conditions or the provisions of this Bylaw other than a failure to pay fees or taxes payable in respect of the Service may appeal such discontinuance to the Council of the City by delivering to the City, within 10 (ten) days of the date of the written notice of discontinuance, written notice of their intention to appeal stating in a concise fashion the grounds upon which the appeal is based. If, upon receipt of a written notice of intention to appeal, the Service has not yet been discontinued then the decision of the City or the Service Provider to discontinue the Service shall be stayed until the appeal has been considered by the Council unless the Service is to be discontinued for reasons which the City or the Service Provider reasonably believe will endanger persons or property, including the property of the City or the Service Provider, in which case the decision will not be stayed and the Service will be discontinued in accordance with the notice of discontinuance.

READ a first time by the Council on the 23rd day of February, 2004.

READ a second time by the Council on the 23rd day of February, 2004.

READ a third time and passed by the Council on the 23rd day of February, 2004.

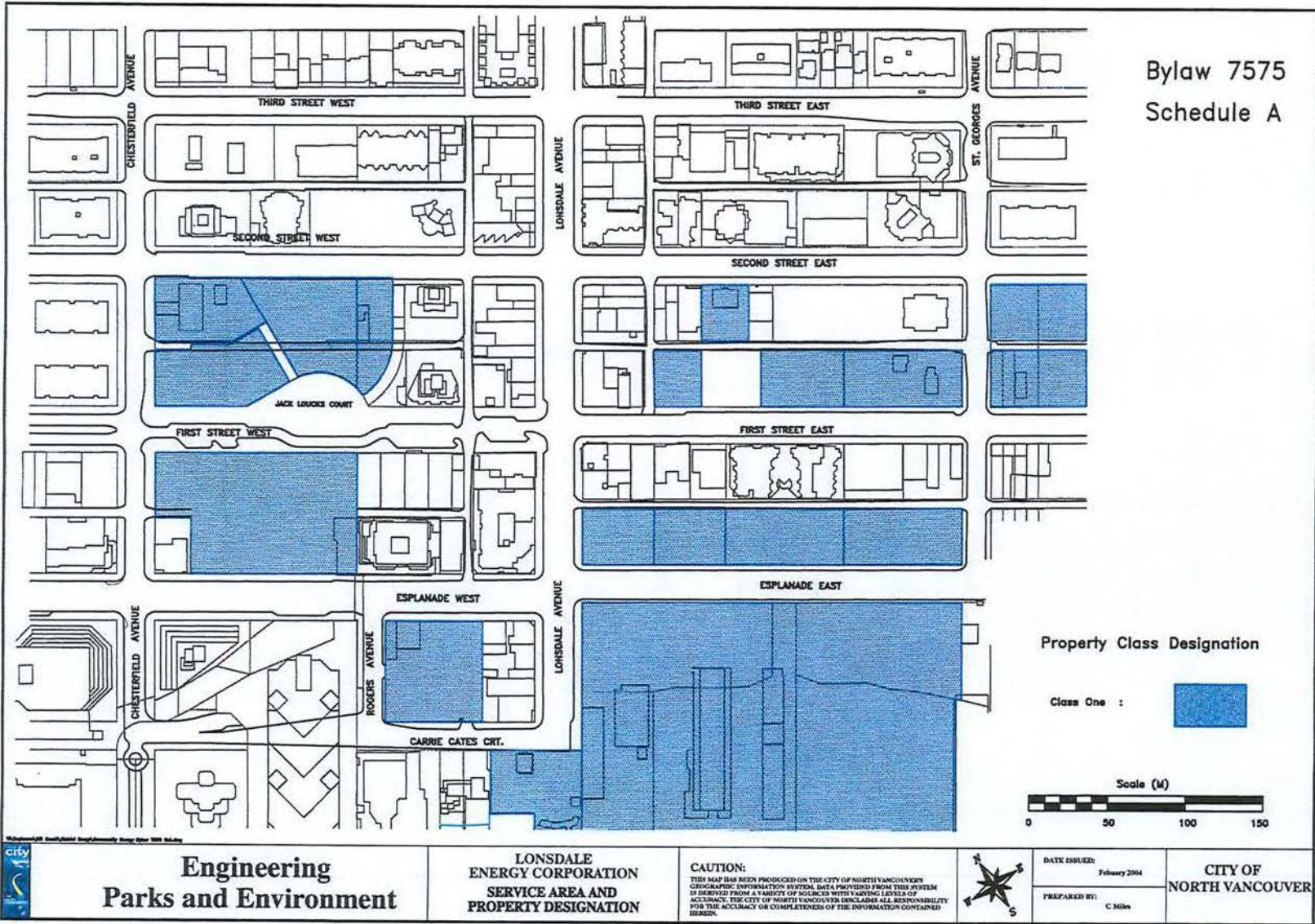
RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 1st day of March, 2004.

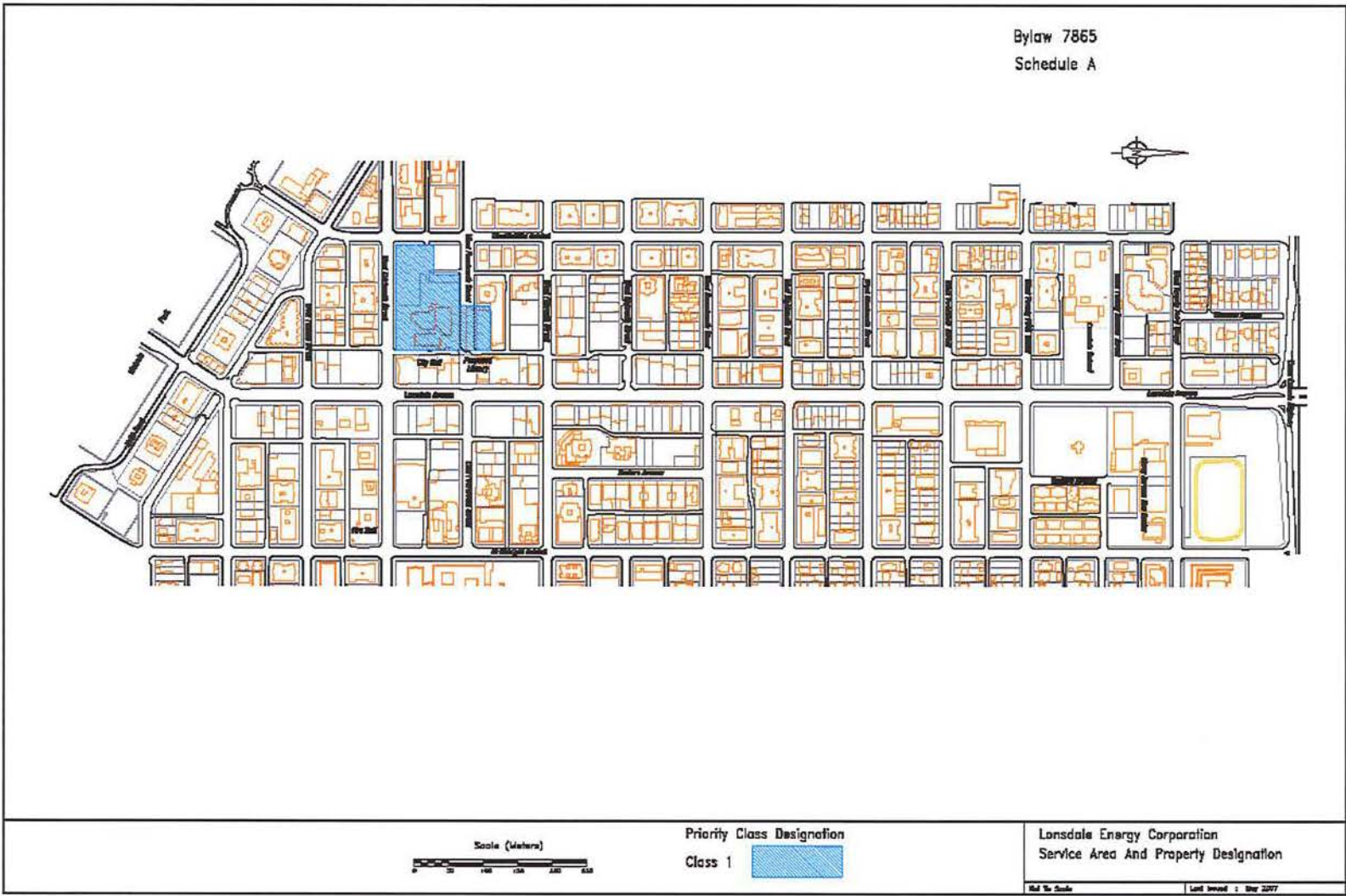
"Barbara A. Sharp"

MAYOR

"Bruce A. Hawkshaw"

CITY CLERK





SCHEDULE “B”

GENERAL TERMS AND CONDITIONS

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DEFINITIONS

Unless the context indicates otherwise, in these General Terms and Conditions and in the rate schedules referred to herein the following words have the following meanings:

Class 1 Properties means the properties within the Service Area described in the schedule attached to and forming part of the General Terms and Conditions.

Class 2 Properties means properties within the Service Area, other than Class 1 Properties, on which it is proposed to construct multi-family residential, commercial, industrial and institutional buildings having a combined floor area of greater than 1000 square meters.”;

Class 3 Properties means properties within the Service Area other than Class 1 Properties and Class 2 Properties

Commercial Service means the provision of Hydronic Energy Service to commercial, institutional and industrial Premises.

Commodity means the fuel used by the Service Provider in the Hydronic Energy System to create the Hydronic Energy.

Conversion Factor means a factor, or combination of factors, which converts Hydronic Energy meter data to kilowatts or cubic metres for billing purposes.

Cooling means the energy transferred for the purpose of lowering the ambient air temperature in a Premise including all energy transferred at a temperature of 21 degree C or less.

Customer means a Person who is being provided Service or who has filed an application for Service with the Service Provider that has been approved by the Service Provider.

Day means any period of 24 consecutive Hours beginning and ending at 7:00 a.m. Pacific Standard Time or as otherwise specified in the Service Agreement.

Delivery Point means the outlet of the Heat Exchanger unless otherwise specified in the Service Agreement.

Delivery Temperature and replacing it by the following “Delivery Temperature means the Hydronic Energy transfer temperature as determined by the Service Provider available to the Customer at the Delivery Point.”

Distribution System means the system of water pipes, fittings and ancillary components used for distributing water for the purposes of providing Hydronic Energy to Premises in the Service Area including all additions thereto and replacements thereof and the system of water pipes connecting the Distribution System to the Service Connection including all additions thereto and replacements thereof.

General Terms & Conditions means these general terms and conditions as amended from time to time by the Council of the City of North Vancouver.

Heating means the energy transferred for the purpose of raising the ambient air or domestic hot water temperature in a Premise including all energy transferred at a temperature exceeding 21 degree C.

Heat Exchanger means the equipment including ventilation systems installed at the Customer's Premises to transfer Hydronic Energy from the Hydronic Energy System to the Customer's Premises.

Hour means any consecutive 60 minute period.

Hydronic Energy Hydronic Energy means heated water and cooled water.

Hydronic Energy Service means the delivery of Hydronic Energy through the Hydronic Energy System to a Delivery Point and through a Meter Set for use in multi-family residential, commercial, institutional and industrial Premises.

Hydronic Energy System means the Hydronic Energy generation system including the Distribution System and water boilers, heat pumps and solar panels used for the purpose of heating or cooling the water that flows through the Distribution System and the Service Connections and all equipment including the pressure vessels, conduits, pipes, valves, lines, pumps, Heat Exchangers and Meter Sets together with all ancillary appliances and fittings necessary to provide Hydronic Energy to Premises in the Service Area and all additions thereto and replacements thereof as such system is expanded, reduced or modified from time to time.

Hydronic Energy System Extension means an extension or expansion of the Hydronic Energy System including the upgrading of existing pipes, and ancillary equipment on private property, but does not include the installation of Service Connections, Heat Exchangers or Meter Sets.

LEC means Lonsdale Energy Corporation, a body corporate incorporated pursuant to the laws of the Province of British Columbia.

Meter Set means an assembly of metering and ancillary equipment, including Heat Exchangers, that measure the amount of Hydronic Energy consumed by a Customer.

Month means a period of time, for billing purposes, of 27 to 34 consecutive Days.

Other Service means the provision of service other than Hydronic Energy Service.

Other Service Charges means charges for damages, alterations and repairs, financing, insurance, and late payment charges, Social Service Tax, Goods and Services Tax or other taxes related to these charges.

Person means a natural person, partnership, corporation, society, unincorporated entity or body politic.

Premises means a building, a separate unit of a building, or machinery together with the surrounding land.

Rate Schedule means a schedule attached to and forming part of the General Terms and Conditions, which sets out the charges for Service and certain other related terms and conditions for a class of Service.

Residential Service means the provision of Hydronic Energy Service to multi-family residential Premises.

Return Temperature means the temperature, as determined by the Service Provider and measured at the Heat Exchanger, at which water from the Customer's Premises may be returned to the Hydronic Energy System.

Service means the provision of Hydronic Energy Service and Other Service by the Service Provider.

Service Agreement means an agreement between the Service Provider and a Customer for the provision of Service.

Service Area means that portion of the City of North Vancouver designated by the Council of the City of North Vancouver for the provision of Hydronic Energy Service.

Service Connection means that portion of the Hydronic Energy System extending from the Distribution System to the Delivery Point.

Service Provider means the Person who provides Service to Customers in accordance with the General Terms and Conditions including without limitation LEC and its successors, assigns, officers, employees, servants, agents and contractors;

Service Related Charges include, but are not limited to, application fees, Service Connection installation fees, disconnection fees and late payment charges, plus Social Services Tax, Goods and Service Tax, or other taxes related to these charges.

Standard Fees & Charges Schedule means the schedule attached to and forming part of the General Terms and Conditions which lists the various fees and charges relating to Service provided by the Service Provider as approved from time to time by the Council of the City of North Vancouver.

Utility Services means the hydro-electric, water, sewer and other utility services required by the Service Provider to provide the Hydronic Energy Service.

Year means a period of 12 consecutive Months.

SERVICE AREAS

These General Terms and Conditions refer to the provision of Hydronic Energy Service in the City of North Vancouver or such portions thereof as may be designated by the Council of the City of North Vancouver and such other areas as may be added from time to time by the Council of the City of North Vancouver.

1. APPLICATION REQUIREMENTS

1.1 **Requesting Services** - A Person requesting the Service Provider to provide Service, including

- (a) providing Hydronic Energy Services,
- (b) providing a Service Connection,
- (c) re-activating existing Service Connections,
- (d) transferring an existing account,
- (e) changing the type of Service provided, or
- (f) making alterations to existing Service Connections, Heat Exchangers or Meter Sets,

must apply to the Service Provider in person, by mail, by telephone, by facsimile or by other electronic means.

1.2 **Required Documents** - An applicant for Service may be required to sign an application and a Service Agreement provided by the Service Provider.

1.3 **Separate Premises / Businesses** - If an applicant is requesting Service from the Service Provider at more than one Premises, or for more than one separately operated business, then the applicant will be considered a separate Customer for each of the Premises and businesses. For the purposes of this provision, the Service Provider will determine whether any building contains one or more Premises or any business is separately operated.

1.4 **Required References** – The Service Provider may require an applicant for Service to provide reference information and identification acceptable to the Service Provider.

1.5 **Refusal of Application** – The Service Provider may refuse to accept an application for Service for any of the reasons listed in Section 19 (Discontinuance of Service and Refusal of Service).

2. AGREEMENT TO PROVIDE SERVICE

2.1 **Service Agreement** - The agreement for Service between a Customer and the Service Provider will be:

- (a) the oral or written application of the Customer that has been approved by the Service Provider and that is deemed to include the General Terms and Conditions, or
- (b) a Service Agreement signed by the Customer.

2.2 **Customer Status** - A Person becomes a Customer of the Service Provider when the Service Provider

- (a) approves the Person's application for Service, or
- (b) provides Service to the Person.

2.3 Service Connections

Subject to the following, the Service Provider will serve each parcel of land with one Service Connection. Additional Service Connections may be provided at the sole discretion of the Service Provider. In the case of buildings which have been subdivided by way of strata plan all strata lots and common property will be served by one Service Connection and the Customer will be the Strata Corporation.

2.4 No Assignment/Transfer – A Customer may not transfer or assign a Service Agreement without the written consent of the Service Provider.

3. CONDITIONS ON USE OF SERVICE

3.1 Return Temperature – A Customer will ensure that the temperature of the water returning from the Customer's Premises to the Distribution System complies with the requirements of the Service Provider.

3.2 Unauthorized Sale / Supply / Use - Unless authorized in writing by the Service Provider, a Customer will not sell or supply Hydronic Energy supplied to it by the Service Provider to other Persons or use Hydronic Energy supplied to it by the Service Provider for any purpose other than as specified in the Service Agreement and the General Terms and Conditions.

4. RATE CLASSIFICATION

4.1 Rate Classification - Customers may be served under any Rate Schedule for which they meet the applicability criteria as set out in the appropriate Rate Schedule.

4.2 Rate Selection – The Service Provider will endeavour to provide the Customer with information and advice on all rates available to the Customer from time to time, but in every case the selection of the appropriate Rate Schedule will be the sole responsibility of the Customer.

In the absence of instructions from the Customer, the Service Provider will select a Rate Schedule on behalf of the Customer on the basis of information available at the time of selection. If the Customer wishes to be on a specific Rate Schedule, then the Customer must inform the Service Provider in writing prior to November 1 of their Rate Schedule selection. The selected Rate Schedule will remain in effect for one (1) year, starting November 1. *[Bylaw 8497, October 17, 2016]*

4.3 Periodic Review – the Service Provider may

- (a) conduct periodic reviews of the quantity of Hydronic Energy and the rate of delivery of Hydronic Energy to a Customer to determine which Rate Schedule applies to the Customer, and
- (b) change the Customer's charge to the appropriate charge, or
- (c) change the Customer to the appropriate Rate Schedule.

5. APPLICATION AND SERVICE CONNECTION INSTALLATION FEES AND CHARGES

5.1 Application and Service Connection Installation Fees - An applicant for Service must pay the applicable application and installation fees set out in the Standard Fees and Charges Schedule.

5.2 Waiver of Application Fee - The application fee will be waived by the Service Provider if Service to a Customer is reactivated after it was discontinued for any of the reasons described in Section 12.2 (Right to Restrict).

5.3 Reactivation Charges – If Service is terminated

(a) for any of the reasons described in Section 19 (Discontinuance of Service and Refusal of Service), or

(b) to permit Customers to make alterations to their Premises,

and the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Service to the Premises within one Year, then the applicant for reactivation must pay the greater of

(c) the costs the Service Provider incurs in de-activating and re-activating the Service, or

(d) the sum of the minimum charges set out in the applicable Rate Schedule which would have been paid by the Customer between the time of termination and the time of reactivation of Service.

5.4 Identifying Load or Premises Served by Meter Sets - If a Customer requests the Service Provider to identify the Meter Set that serves the Premises and/or load after the Meter Set was installed, then the Customer will pay the cost the Service Provider incurs in re-identifying the Meter Set where

(a) the Meter Set is found to be properly identified, or

(b) the Meter Set is found to be improperly identified as a result of Customer activity, including

(i) a change in the legal civic address of the Premises,

(ii) renovating or partitioning the Premises, or

(iii) rerouting Hydronic Energy lines after the Delivery Point.

6. SECURITY FOR PAYMENT OF BILLS

6.1 Security for Payment of Bills - If a Customer or applicant cannot establish or maintain credit to the satisfaction of the Service Provider, then the Customer or applicant may be required to provide a security deposit in the form of cash or an equivalent form of security acceptable to the Service Provider. As security for payment of bills, all Customers who have not established or maintained credit to the satisfaction of the Service Provider, may be required to provide a security deposit or equivalent form of security, the amount of which may not

- (a) be less than \$50, and
- (b) exceed an amount equal to the estimate of the total bill for the two highest consecutive Months consumption of Hydronic Energy by the Customer or applicant.

6.2 Interest – The Service Provider will pay interest to a Customer on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. Subject to Section 6.5, if a security deposit in whole or in part is returned to the Customer for any reason, the Service Provider will credit any accrued interest to the Customer's account at that time.

No interest is payable

- (a) on any unclaimed deposit left with the Service Provider after the account for which is security is closed, and
- (b) on a deposit held by the Service Provider in a form other than cash.

6.3 Refund of Deposit - When the Customer pays the final bill, the Service Provider will refund any remaining security deposit plus any accrued interest or cancel the equivalent form of security.

6.4 Unclaimed Refund - If the Service Provider is unable to locate the Customer to whom a security deposit is payable, the Service Provider will take reasonable steps to trace the Customer; but if the security deposit remains unclaimed 10 Years after the date on which it first became refundable, the deposit, together with any interest accrued thereon, becomes the absolute property of the Service Provider.

6.5 Application of Deposit - If a Customer's bill is not paid when due, then the Service Provider may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if the Service Provider applies the security deposit or calls on the equivalent form of security, the Service Provider may, under Section 19 (Discontinuance of Service and Refusal of Service), discontinue Service to the Customer for failure to pay for Service on time.

6.6 Replenish Security Deposit - If a Customer's security deposit or equivalent form of security is called upon by the Service Provider towards paying an unpaid bill, then the Customer must re-establish the security deposit or equivalent form of security before the Service Provider will reconnect or continue Service to the Customer.

6.7 Failure to Pay - Failure to pay a security deposit or to provide an equivalent form of security acceptable to the Service Provider may, in the Service Provider's discretion, result in discontinuance or refusal of Service as set out in Section 19 (Discontinuance of Service and Refusal of Service).

7. TERM OF SERVICE AGREEMENT

7.1 Term for Residential and Commercial Service to Class 1 and Class 2 Properties If a Customer is being provided Residential Service or Commercial Service at a Class 1 or Class 2 Property then the term of the Service Agreement will be until the Service Agreement is terminated in accordance with the General Terms and Conditions.

7.2 Initial Term for Residential and Commercial Service - If a Customer is being provided Residential Service or Commercial Service at a Class 3 Property, the initial term of the Service Agreement

(a) when a new Service Connection is required will be one Year, or

(b) when a Hydronic Energy System Extension is required will be for a period of time fixed by the Service Provider.

7.3 Renewal of Initial Term of Agreement for Residential and Commercial Service to a Class 3 Property – Unless

(a) the Service Agreement or the applicable Rate Schedule specifies otherwise, or

(b) the Service Agreement is terminated under Section 8 (Termination of Service Agreement),

the Service Agreement described in Section 7.2 will be automatically renewed at the end of its initial Term from Month to Month for Residential or Commercial Service,

8. TERMINATION OF SERVICE AGREEMENT

8.1 Termination by Customer – Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies, unless the Service Agreement or applicable Rate Schedule specifies otherwise, a Customer whose Premises are located at a Class 3 Property only may terminate the Service Agreement after the end of the initial term by giving the Service Provider at least 48 Hours notice and paying the applicable disconnection fees set out in the Standard Fees and Charges Schedule.

- 8.2 Continuing Obligation** - The Customer is responsible for, and must pay for, all Hydronic Energy delivered to the Premises and is responsible for all damages to and loss of Heat Exchangers, Meter Sets or other equipment of the Service Provider on the Premises until the Service Agreement is terminated.
- 8.3 Effect of Termination** - The Customer is not released from any previously existing obligations to the Service Provider under a Service Agreement by the termination of the agreement.
- 8.4 Sealing Service Connection** - After the termination of Hydronic Energy Service to a Premises and after a reasonable period of time during which a new Customer has not applied for Hydronic Energy Service at the Premises, the Service Provider may seal off the Service Connection to the Premises.
- 8.5 Termination by the Service Provider** - Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies, unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Service Provider may terminate a Service Agreement for Premises at Class 1, 2 and 3 Properties by giving the Customer at least 48 Hours written notice if Service is discontinued under Section 19 (Discontinuance of Service and Refusal of Service).

9. SERVICE CONNECTIONS

- 9.1 Provided Installation** - If the Hydronic Energy System is adjacent to the Customer's Premises, then the Service Provider
- (a) will designate the location of the Heat Exchanger, Meter Set and Service Connections on the Customer's Premises and determine the amount of space that must be left unobstructed around them,
 - (b) will install the Heat Exchanger and Meter Set upon payment of the applicable installation fees set out in the Standard Fees and Charges Schedule; and
 - (c) will install the Service Connection from the Hydronic Energy System to the Delivery Point on the Customer's Premises at no additional cost to the Customer provided the Service Connection follows the route which is the most suitable to the Service Provider.
- 9.2 Customer Requested Routing – If:**
- (a) the Hydronic Energy System is adjacent to the Customer's Premises,
 - (b) the Customer requests that its piping or Service Connection enter its Premises at a different point of entry or follow a different route from the point or route designated by the Service Provider, and
 - (c) the Customer requests that the Heat Exchanger or Meter Set be installed at a different location from the location designated by the Service Provider,

then the Service Provider may charge the Customer for all additional costs as determined by the Service Provider to install the Heat Exchanger, Meter Set and Service Connection in accordance with the Customer's request.

- 9.3 Additional Connections** - If a Customer requests more than one Service Connection to the Premises, on the same Rate Schedule, then the Service Provider may install the additional Service Connection and may charge the Customer the Application Fee set out in the Standard Fees and Charges Schedule, as well as the full cost (including overhead costs) for the Service Connection installation in lieu of the Service Connection Installation Fee set out in the Standard Fees and Charges Schedule. The Service Provider will bill the additional Service Connection from a separate meter and account. If the additional Service Connection is requested by a contractor, employee, agent or partner of the existing Customer, then the same charges will apply.
- 9.4 Easement Required** - If an intervening property is located between the Customer's Premises and the Hydronic Energy System, then the Customer is responsible for the costs of obtaining an easement in favour of the Service Provider and in a form specified by the Service Provider, for the installation, operation and maintenance on the intervening property of all necessary facilities for supplying Hydronic Energy to the Customer.
- 9.5 Ownership** – The Customer does not own any part of the Service Connection from the Hydronic Energy System up to and including the Heat Exchanger and Meter Set, whether it is located inside or outside the Customer's Premises.
- 9.6 Maintenance** – The Service Provider will maintain the Heat Exchanger, Meter Set and Service Connection.
- 9.7 Supply Cut Off** - If the supply of Hydronic Energy to a Customer's Premises is cutoff for any reason then, the Service Provider may, but is not required to, remove the Heat Exchanger, Meter Set or Service Connection from the Customer's property or Premises.
- 9.8 Damage Notice** - The Customer must advise the Service Provider immediately of any damage occurring to the Heat Exchanger, Meter Set or Service Connection.
- 9.9 Prohibition** - A Customer must not construct any permanent structure which, in the opinion of the Service Provider, obstructs access to a Service Connection, Heat Exchanger or Meter Set.
- 9.10 No Unauthorized Changes** - No changes, extensions, connections to or replacement of, or disconnection from the Distribution System or Service Connections, will be made except by the Service Provider's authorized employees, contractors or agents or by other Persons authorized in writing by the Service Provider. Any change in the location of an existing Service Connection
- (a) must be approved in writing by the Service Provider, and
 - (b) will be made at the expense of the Customer if the change is requested by the Customer or necessitated by the actions of the Customer.

9.11 Site Preparation - The Customer will be responsible for all necessary site preparation including but not limited to clearing building materials, construction waste, equipment, soil and gravel piles over the proposed service line route to the standards established by the Service Provider. The Service Provider may recover any additional costs associated with delays or site visits necessitated by inadequate or substandard site preparation by the Customer.

10. HEAT EXCHANGERS, METER SETS & METERING

10.1 Installation – In order to provide Hydronic Energy and bill the Customer for Hydronic Energy delivered, the Service Provider will install one or more Heat Exchangers and Meter Sets on the Customer's Premises. The technical specifications of all Heat Exchangers and Meter Sets will be determined by the Service Provider. Unless approved by the Service Provider, all Heat Exchangers and Meter Sets will be located at locations designated by the Service Provider.

10.2 Measurement - The quantity of Hydronic Energy delivered to the Premises will be metered using apparatus approved by the City of North Vancouver. The amount of Hydronic Energy registered by the Meter Set during each billing period will be converted to kilowatts and rounded to the nearest one-tenth of a kilowatt.

10.3 Testing Meters - If a Customer applies for the testing of a Meter Set and

- (a) the Meter Set is found to be recording incorrectly, then the cost of removing, replacing and testing the meter will be borne by the Service Provider subject to Section 20.4 (Responsibility for Heat Exchanger and Meter Set), and
- (b) if the testing indicates that the Meter Set is recording correctly, then the Customer must pay the Service Provider for the cost of removing, replacing and testing the Meter Set as set out in the Standard Fees and Charges Schedule.

10.4 Defective Meter Set - If a Meter Set ceases to register, then the Service Provider will estimate the volume of Hydronic Energy delivered to the Customer according to the procedures set out in Section 14.6 (Incorrect Register).

10.5 Protection of Equipment - The Customer must take reasonable care of and protect all Heat Exchangers, Meter Sets and related equipment on the Customer's Premises. The Customer's responsibility for expense, risk and liability with respect to all Heat Exchangers, Meter Sets and related equipment is set out in Section 20.4 (Responsibility for Heat Exchanger and Meter Set).

10.6 No Unauthorized Changes - No Heat Exchangers, Meter Sets or related equipment will be installed, connected, moved or disconnected except by the Service Provider's authorized employees, contractors or agents or by other Persons with the Service Provider's written permission.

10.7 Removal of Service - At the termination of a Service Agreement, the Service Provider may disable, disconnect or remove a Heat Exchanger and Meter Set on or from the Premises if a new Customer is not expected to apply for Service for the Premises within a reasonable time.

10.8 Customer Requested Heat Exchanger and Meter Relocation or Modifications - Any change in the location of a Heat Exchanger, Meter Set or related equipment, or any modifications to the Heat Exchanger or Meter Set, including automatic and/or remote meter reading

(a) must be approved by the Service Provider in writing, and

(b) will be made at the expense of the Customer if the change or modification is requested by the Customer or necessitated by the actions of the Customer. If any of the changes to the Heat Exchanger, Meter Set or related equipment require the Service Provider to incur ongoing incremental operating and maintenance costs, the Service Provider may recover these costs from the Customer through a Monthly charge.

10.9 Meter Set Consolidations - A Customer who has more than one Meter Set at the same Premises or adjacent Premises may apply to the Service Provider to consolidate its Meter Sets. If the Service Provider approves the Customer's application, then the Customer will be charged the value for all portions of the Hydronic Energy System abandoned except for Meter Sets that are removed to facilitate Meter Set consolidations. In addition, the Customer will be charged the Service Provider's full costs, including overheads, for any abandonment, Meter Set removal and alteration downstream of the new Meter Set. If a new Service Connection is required, then the Service Provider will charge the Customer the Service Connection Installation Fee and the Application Fee. In addition, the Customer will be required to sign a release waiving the Service Provider's liability for any damages should the Customer decide to re-use the abandoned plant downstream of the new Meter Set.

11. HYDRONIC ENERGY SYSTEM EXTENSIONS

11.1 System Extension and Expansion – The Service Provider will make extensions and expansions of its Hydronic Energy System in accordance with system development requirements.

11.2 Ownership - All extensions and expansions of the Hydronic Energy System will remain the property of the Service Provider as between the Service Provider and the Customer.

11.3 Contribution - If the proposed provision of Hydronic Energy Service to Premises will require the Service Provider to extend or expand the Hydronic Energy System and the recovery of the cost of that extension or expansion could result in an increase in the rates paid by existing Customers, then the Customer requiring the extension or expansion will be required to contribute to the cost of the extension or expansion.

12. INTERRUPTION OF SERVICE

12.1 Regular Supply – The Service Provider will use its best efforts to provide the constant delivery of Hydronic Energy and the maintenance of unvaried temperatures.

12.2 Right to Restrict – The Service Provider may require any of its Customers, at all times or between specified Hours, to discontinue, interrupt or reduce to a specified degree or quantity, the delivery of Hydronic Energy for any of the following purposes or reasons:

- (a) in the event of a temporary or permanent shortage of Hydronic Energy, whether actual or perceived by the Service Provider,
- (b) in the event of a breakdown or failure of the supply of Commodity or Utility Service to the Hydronic Energy System,
- (c) to comply with any legal requirements,
- (d) to make repairs or improvements to any part of the Hydronic Energy System, or
- (e) in the event of fire, flood, explosion or other emergency to safeguard Persons or property against the possibility of injury or damage.

12.3 Notice – The Service Provider will, to the extent practicable, give notice of its requirements and removal of its requirements under Section 12.2 (Right to Restrict) to its Customers by

- (a) newspaper, radio or television announcement, or
- (b) notice in writing that is
 - (i) sent through the mail to the Customer's billing address,
 - (ii) left at the Premises where Hydronic Energy is delivered,
 - (iii) served personally on a Customer, or
 - (iv) sent by facsimile or other electronic means to the Customer, or
- (c) oral communication.

12.4 Failure to Comply - If, in the opinion of the Service Provider, a Customer has failed to comply with any requirement under Section 12.2 (Right to Restrict), then the Service Provider may, after providing notice to the Customer in the manner specified in Section 12.3 (Notice), discontinue Service to the Customer.

13. Access to Premises and Equipment

13.1 Access to Premises – The Service Provider has a right of entry to the Customer's Premises. The Customer must provide free access to its Premises at all times to the Service Provider's authorized employees, contractors and agents for the purpose of reading, testing, repairing or removing Service Connections, Meter Sets, Heat Exchangers and ancillary equipment, turning Hydronic Energy on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and

appliances and reviewing the use made of Hydronic Energy delivered to the Customer, or for any other related purpose which the Service Provider requires.

13.2 Access to Equipment - The Customer must provide clear access to the Service Provider's equipment including the equipment described in section 13.1. The equipment installed by the Service Provider on the Customer's Premises will remain the property of the Service Provider as between the Service Provider and the Customer and may be removed by the Service Provider upon termination of Service.

14. BILLING

14.1 Basis for Billing – The Service Provider will bill the Customer in accordance with the Customer's Service Agreement, the Rate Schedule under which the Customer is provided Service, and the fees and charges contained in the General Terms and Conditions.

14.2 Meter Measurement – The Service Provider will measure the quantity of Hydronic Energy delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.

14.3 Multiple Meters - Hydronic Energy Service to each Meter Set will be billed separately for Customers who have more than one Meter Set on their Premises.

14.4 Estimates - For billing purposes, the Service Provider may estimate the Customer's meter readings if, for any reason, the Service Provider does not obtain a meter reading.

14.5 Estimated Final Reading - If a Service Agreement is terminated then the Service Provider may estimate the final meter reading for final billing.

14.6 Incorrect Register - If any Meter Set has failed to measure the delivered quantity of Hydronic Energy correctly, then the Service Provider may estimate the meter reading for billing purposes, subject to Section 15 (Back-Billing).

14.7 Bills Issued – The Service Provider may bill a Customer as often as the Service Provider considers necessary but generally will bill on a Monthly basis.

14.8 Bill Due Dates -The Customer must pay the Service Provider's bill for Service on or before the due date shown on the bill which will be

(a) the first business Day after the twenty-first calendar Day following the billing date, or

(b) such other period as may be agreed upon by the Customer and the Service Provider.

14.9 Historical Billing Information - Customers who request historical billing information may be charged the cost of processing and providing the information.

14.10 Sub-Metering and allocation of Hydronic Energy Fees - Customers may allocate to a Person, fees billed by the Service Provider on the following basis:

- (a) Unless a fee set out in Schedule "B" and "C" of this Bylaw is recovered in compliance with section 99(2) of the *Strata Property Act*, every strata corporation that wishes to collect the fee from a strata lot owner must do so only in compliance with paragraph (c).
- (b) Unless a fee set out in Schedule "B" and "C" of this Bylaw is included in the lump sum regular monthly rent payments stipulated in a rental agreement between the rental property owner and renter, every rental property owner who wishes to collect the fee from a rental unit renter or other occupier must do so only in compliance with paragraph (c).
- (c) Every strata corporation or rental property owner referred to in paragraphs (a) and (b) must collect a fee set out in Schedule "B" and "C" of this Bylaw only on the following basis:
 - (i) a flat fee, including Meter Charge and Capacity Charge, must be recovered on a flat fee basis with the invoice clearly showing:
 - A. the flat fee set out in Schedule "B" and "C" of this Bylaw, and
 - B. the calculation of the amount owing;
 - (ii) a metered fee, including Commodity Charge, must be recovered on a metered fee basis with the invoice clearly showing:
 - A. the metered fee set out in Schedule "B" of this Bylaw,
 - B. the quantity of metered hydronic energy in kilowatt hours, and
 - C. the calculation of the amount owing;
 - (iii) a mark-up above the fee must:
 - A. be provided on a separate line on the invoice,
 - B. identify the purpose of the mark-up, and
 - C. specify that the amount of the mark-up is not regulated by the City of North Vancouver;
 - (iv) for a metered fee under this Bylaw, the quantity of metered Hydronic Energy in respect of the amount of the fee due and owing must be metered. No person may issue an invoice for a fee or otherwise collect a fee based on an estimate of usage or through the use of a device other than a thermal metering device that measures flow and temperature differential at point of delivery.

[Bylaw 8660, July 9, 2018]

15. BACK-BILLING

15.1 When Required – The Service Provider may, in the circumstances specified herein, charge, demand, collect or receive from its Customers for a regulated Service rendered thereunder a greater or lesser compensation than that specified in the subsisting schedules applicable to that Service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill or an equal payment plan billing, such adjustments do not require back-billing treatment to be applied.

15.2 Definition - Back-billing means the rebilling by the Service Provider for Services rendered to a Customer because the original billings are discovered to be either too high (overbilled) or too low (under-billed). The discovery may be made by either the Customer or the Service Provider. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

- (a) stopped meter
- (b) metering equipment failure
- (c) missing meter now found
- (d) switched meters
- (e) double metering
- (f) incorrect meter connections
- (g) incorrect use of any prescribed apparatus respecting the registration of a meter
- (h) incorrect meter multiplier
- (i) the application of an incorrect rate
- (j) incorrect reading of meters or data processing
- (k) tampering, fraud, theft or any other criminal act.

15.3 Billing Basis - Where metering or billing errors occur, the consumption and demand will be based upon the records of the Service Provider for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Service Provider. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.

15.4 Tampering/Fraud - If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Service Provider's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of the Service Provider, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of Sections 15.7 (Under-Billing) to 15.10 (Changes in Occupancy), below, do not apply.

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by the Service Provider in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by the Service Provider on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- 15.5 Remediating Problem** - In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- 15.6 Over-billing** - In every case of over-billing, the Service Provider will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Service Provider on a Monthly basis, will be paid to the Customer.
- 15.7 Under-billing** - Subject to Section 15.4 (Tampering/Fraud), above, in every case of under-billing, the Service Provider will back-bill the Customer for the shorter of
- (a) the duration of the error; or
 - (b) six Months for Residential or Commercial Service; and
 - (c) one Year for all other Customers or as set out in a special or individually negotiated contract with the Service Provider.
- 15.8 Terms of Repayment** - Subject to Section 15.4 (Tampering/Fraud), above, in all cases of under-billing, the Service Provider will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.
- 15.9 Disputed Back-bills** - Subject to Section 15.4 (Tampering/Fraud), above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, then the Service Provider will not threaten or cause the discontinuance of Service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill will be paid by the Customer and the Service Provider may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.
- 15.10 Changes in Occupancy** - Subject to Section 15.4 (Tampering/Fraud), above, back-billing in all instances where changes of occupancy have occurred, the Service Provider will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, then the applicable over or under billing will be cancelled.

16. EQUAL PAYMENT PLAN

- 16.1** The Service Provider may, at its discretion, create and administer an Equal Payment Plan in which case Sections 16.2 to 16.7 apply.

- 16.2 Definitions** - In this Section 16, "equal payment plan" means a plan created and administered by the Service Provider whereby Customers may average their Hydronic Energy costs over a specified period of time and "equal payment plan period" means a period of twelve consecutive Months commencing with a normal meter reading date at the Customer's Premises.
- 16.3 Application for Plan** - A Customer may apply to the Service Provider by mail, by telephone, by facsimile or by other electronic means to pay fixed Monthly instalments for Hydronic Energy delivered to the Customer during the equal payment plan period. Acceptance of the application will be subject to the Service Provider finding the Customer's credit to be satisfactory.
- 16.4 Monthly Instalments** – The Service Provider will fix Monthly instalments for a Customer so that the total sum of all the instalments to be paid during the equal payment plan period will equal the total amount payable for the Hydronic Energy which the Service Provider estimates the Customer will consume during the equal payment plan period.
- 16.5 Changes in Instalments** – The Service Provider may, at any time, increase or decrease the amount of Monthly instalments payable by a Customer in light of new consumption information or changes to the Rate Schedules or the General Terms and Conditions.
- 16.6 End of Plan** – Participation in the equal payment plan may be ended at any time
- (a) by the Customer giving 5 Days' notice to the Service Provider,
 - (b) by the Service Provider, without notice, if the Customer has not paid the Monthly instalments as required; or
 - (c) by the Service Provider if the Service Provider terminates the Equal Payment Plan.
- 16.7 Payment Adjustment** - At the earlier of the end of the equal payment plan period for a Customer or the end of the Customer's participation in the plan under Section 16.6 (End of Plan), the Service Provider will
- (a) compare the amount which is payable by the Customer to the Service Provider for Hydronic Energy actually consumed on the Customer's Premises from the beginning of the equal payment plan period to the sum of the Monthly instalments billed to the Customer from the beginning of the equal payment plan period, and
 - (b) pay to the Customer or credit to the Customer's account any excess amount or bill the Customer for any deficit amount payable.
- 17. LATE PAYMENT CHARGE**
- 17.1 Late Payment Charge** - If the amount due for Service or Service related Charges on any bill has not been received in full by the Service Provider or by an agent acting on behalf of the Service Provider on or before the due date specified on the bill, and the unpaid balance is \$15 or more, then the Service Provider may include in the next bill to

the Customer the late payment charge specified in the Standard Fees and Charges Schedule.

17.2 Equal Payment Plan - If the Monthly instalment, Service Related Charges and payment adjustment as defined under Section 16.7 (Payment Adjustments) due from a Customer billed under the equal payment plan set out in Section 16 have not been received by the Service Provider or by an agent acting on behalf of the Service Provider on or before the due date specified on the bill, then the Service Provider may include in the next bill to the Customer the late payment charge in accordance with Section 17.1 (Late Payment Charge) on the amount due.

18. RETURNED CHEQUE CHARGE

18.1 Dishonoured Cheque Charge - If a cheque received by the Service Provider from a Customer in payment of a bill is not honoured by the Customer's financial institution for any reason other than clerical error, then the Service Provider may include a charge specified in the Standard Fees and Charges Schedule in the next bill to the Customer for processing the returned cheque whether or not the Service has been disconnected.

19. DISCONTINUANCE OF SERVICE AND REFUSAL OF SERVICE

19.1 Discontinuance With Notice and Refusal Without Notice – Subject to applicable federal, provincial, and local government laws, statutes, regulations, bylaws, orders and policies the Service Provider may discontinue Service to a Customer with at least 48 Hours written notice to the Customer or Customer's Premises, or may refuse Service for any of the following reasons:

- (a) the Customer has not fully paid the Service Provider's bill with respect to Services on or before the due date,
- (b) the Customer or applicant has failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it by the specified date,
- (c) the Customer or applicant has failed to pay the Service Provider's bill in respect of another Premises on or before the due date,
- (d) the Customer or applicant occupies the Premises with another occupant who has failed to pay the Service Provider's bill, security deposit, or required increase in the security deposit in respect of another Premises which was occupied by that occupant and the Customer at the same time,
- (e) the Customer or applicant is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to the Service Provider,
- (f) the Customer has failed to apply for Service, or
- (g) the land or portion thereof on which the Service Provider's facilities are, or are proposed to be, located contains contamination which the Service Provider, acting reasonably, determines has adversely affected or has the potential to

adversely effect the Service Provider's facilities, or the health or safety of its workers or which may cause the Service Provider to assume liability for clean up and other costs associated with the contamination. If the Service Provider, acting reasonably, determines that contamination is present it is the obligation of the occupant of the land to satisfy the Service Provider that the contamination does not have the potential to adversely affect the Service Provider or its workers. For the purposes of this Section, "contamination" means the presence in the soil, sediment or groundwater of special waste or another substance in quantities or concentrations exceeding criteria, standards or conditions established by the British Columbia Ministry of Water, Land and Air Protection or as prescribed by present and future laws, rules, regulations and orders of any other legislative body, governmental agency or duly constituted authority now or hereafter having jurisdiction over the environment.

19.2 Discontinuance or Refusal Without Notice – Subject to applicable federal, provincial and local government laws, statutes, regulations, bylaws, orders and policies the Service Provider may discontinue without notice or refuse the supply of Hydronic Energy or Service to a Customer for any of the following reasons:

- (a) the Customer or applicant has failed to provide reference information and identification acceptable to the Service Provider, when applying for Service or at any subsequent time on request by the Service Provider,
- (b) the Customer has defective pipe, appliances, or Hydronic Energy fittings in the Premises,
- (c) the Customer uses Hydronic Energy in such a manner as in the Service Provider's opinion:
 - (i) may lead to a dangerous situation, or
 - (ii) may cause undue or abnormal fluctuations in the temperature of Hydronic Energy in the Hydronic Energy System,
- (d) the Customer fails to make modifications or additions to the Customer's equipment which have been required by the Service Provider to prevent the danger or to control the undue or abnormal fluctuations described under paragraph (c),
- (e) the Customer breaches any of the terms and conditions upon which Service is provided to the Customer by the Service Provider,
- (f) the Customer fraudulently misrepresents to the Service Provider its use of Hydronic Energy or the volume delivered,
- (g) the Customer vacates the Premises,
- (h) the Customer's Service Agreement is terminated for any reason,
- (i) the Customer stops consuming Hydronic Energy on the Premises, or

- (j) the Customer fails to ensure that the temperature of the water returning from the Customer's Premises to the Hydronic Energy System complies with the requirements of the Service Provider.

20. LIMITATIONS ON LIABILITY

20.1 Responsibility for Delivery of Hydronic Energy – The Service Provider, its employees, contractors or agents are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused by or resulting from, directly or indirectly, any discontinuance, suspension or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver or transport Hydronic Energy, or provide Service, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or wilful misconduct of the Service Provider, its employees, contractors or agents provided, however that the Service Provider, its employees, contractors and agents are not responsible or liable for any loss of profit, loss of revenues, or other economic loss even if the loss is directly attributable to the gross negligence or wilful misconduct of the Service Provider, its employees, contractors or agents.

20.2 Responsibility Before Delivery Point - The Customer is responsible for all expense, risk and liability for:

- (a) the use or presence of Hydronic Energy before it passes the Delivery Point in the Customer's Premises, and
- (b) the Service Provider-owned facilities serving the Customer's Premises

if any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.

20.3 Responsibility After Delivery Point - The Customer is responsible for all expense, risk and liability with respect to the use or presence of Hydronic Energy after it passes the Delivery Point.

20.4 Responsibility for Heat Exchanger and Meter Set - The Customer is responsible for all expense, risk and liability with respect to all Heat Exchangers, Meter Sets or related equipment at the Customer's Premises unless any loss or damage is

- (a) directly attributable to the negligence of the Service Provider, its employees, contractors or agents, or
- (b) caused by or resulting from a defect in the equipment. The Customer must prove that negligence or defect.

For greater certainty and without limiting the generality of the foregoing, the Customer is responsible for all expense, risk and liability arising from any measures required to be taken by the Service Provider to ensure that the Heat Exchangers, Meter Sets or related equipment on the Customer's Premises are adequately protected, as well as any updates or alterations to the Service Connection(s) on the Customer's Premises

necessitated by changes to the grading or elevation of the Customer's Premises or obstructions placed on such Service Connection(s).

20.5 Customer Indemnification - The Customer will indemnify and hold harmless the Service Provider, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Hydronic Energy by the Customer or the presence of Hydronic Energy in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging the Service Provider's facilities.

21. MISCELLANEOUS PROVISIONS

21.1 Taxes - The rates and charges specified in the applicable Rate Schedules do not include any local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which the Service Provider may be lawfully authorized or required to add to its normal rates and charges or to collect from or charge to the Customer.

21.2 Conflicting Terms and Conditions - Where anything in these General Terms and Conditions conflicts with the provisions of a bylaw adopted by the City of North Vancouver or conflicts with special terms or conditions specified under an applicable Rate Schedule or Service Agreement, then the terms or conditions specified under the bylaw or the Rate Schedule or Service Agreement govern.

21.3 Authority of Agents of the Service Provider - No employee, contractor or agent of the Service Provider has authority to make any promise, agreement or representation not incorporated in these General Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on the Service Provider.

21.4 Additions, Alterations and Amendments - The General Terms and Conditions, fees and charges, and Rate Schedules may be added to, cancelled, altered or amended by the Council of the City of North Vancouver from time to time.

21.5 Headings - The headings of the Sections set forth in the General Terms and Conditions are for convenience of reference only and will not be considered in any interpretation of the General Terms and Conditions.

STANDARD FEES AND CHARGES SCHEDULE

Application Fee

When the Service Provider is involved in the process of building permit issuance or is required to perform an inspection or inspections to determine compliance with an issued building permit, the Service Provider shall charge a fee in the amount equal to 0.15% of the construction value of the work associated with the building permit with a minimum fee of \$225.00. Such fee will be due and payable at the time of building permit issuance. For the purposes of this section, "value of the work" means the construction values as determined by Construction Regulation Bylaw. *[Bylaw 8878, November 15, 2021]*

Service Connection Fee

\$85.23 per kilowatt
[Bylaw 8878, November 15, 2021]

Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection *[Bylaw 8561, June 19, 2017]* which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement. *[Bylaw 8497, October 17, 2016]*

Service Disconnection Fee

At cost

Whereas provision of the service of the Hydronic Energy System requires the construction of capacity for each Customer connecting to the system, and whereas rates are established for each Customer based, in part, on recovery of such capacity costs, therefore, where a Customer is permitted to disconnect from the Hydronic Energy System, and where the Service Provider determines that such disconnection will result in additional costs to the remaining customers on the Hydronic Energy System in respect of capacity constructed for the disconnecting Customer, the Service Provider may require the disconnecting Customer to pay such costs as determined by the Service Provider.

Disputed Meter Testing Fees

If a Customer requests that a meter be tested for accuracy, the Customer shall be required to provide a deposit of \$500 to the Service Provider, which will be returned to the Customer if the meter proves inaccurate, as determined by the Service Provider. If the meter proves accurate, the Customer requesting the testing of the meter shall reimburse the Service Provider for the full cost of the testing procedure.

Meter Reading and Invoicing Fee

\$32.48 per month
[Bylaw 8878, November 15, 2021]

In cases where the Service Provider reads and invoices a Customer on the basis of more than one meter on the Premises; and provided that the secondary meter or Meter Set has been fully paid and maintained by the Customer, the Customer shall be invoiced a Meter Reading and Invoicing Fee for each secondary meter or Meter Set. *[Bylaw 8321, October 7, 2013]*

Administrative Charges

Dishonoured Cheque Charge \$15

Interest on Cash Security Deposits

The Service Provider will pay interest on cash security deposits at the Service Provider's prime interest rate minus 2%. The Service Provider's prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by the Service Provider's lead bank as its "prime rate" for loans in Canadian dollars.

Late Payment Charge

The late payment charge is to be 1.5% per month (19.56% per annum). The charge is to be calculated from the date that the invoiced amount was due until payment is received. *[Bylaw 8497, October 17, 2016]*

RATE SCHEDULE – RESIDENTIAL SERVICE

The rate payable for Residential Service is a combination of a meter charge, capacity charge and a commodity charge, more particularly described in Schedule 'C' attached to "City of North Vancouver Bylaw, 2004, No. 7575", as amended from time to time.

RATE SCHEDULE – COMMERCIAL SERVICE

The rate payable for Residential Service is a combination of a meter charge, capacity charge and a commodity charge, more particularly described in Schedule 'C' attached to "City of North Vancouver Bylaw, 2004, No. 7575", as amended from time to time.

SCHEDULE "C" FEES, RATES AND CHARGES

The rates, fees and charges payable in respect of the Service defined in "Hydronic Energy Service Bylaw, 2004, No. 7575" are as set out below.

Except as otherwise stated, capitalized terms in this Schedule "C" shall have the meaning defined in the General Terms and Conditions of "Hydronic Energy Service Bylaw, 2004, No. 7575" attached as Schedule "B".

PROVISION OF HEATING TO PREMISES:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$32.48 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$174.90 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$4.4544 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

PROVISION OF COOLING TO PREMISES:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.

[Bylaw 8878, November 15, 2021]

Historical Income Statements for Years of Operation - 2018 to 2022

| Income Statement line description | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------------|--------------|--------------|--------------|--------------|
| Revenue | \$ 4,132,957 | \$ 5,297,998 | \$ 6,418,511 | \$ 7,538,894 | \$ 8,796,481 |
| Cost of Sales | \$ 1,678,140 | \$ 2,125,632 | \$ 2,405,710 | \$ 3,292,352 | \$ 4,734,300 |
| Gross profit | \$ 2,454,817 | \$ 3,172,366 | \$ 4,012,801 | \$ 4,246,542 | \$ 4,062,181 |
| Plant Operation and Maintenance | \$ 218,812 | \$ 335,474 | \$ 382,410 | \$ 382,831 | \$ 325,009 |
| Depreciation | \$ 1,206,818 | \$ 1,456,913 | \$ 1,627,878 | \$ 1,751,491 | \$ 1,834,262 |
| General and Administrative | \$ 587,399 | \$ 766,138 | \$ 895,126 | \$ 1,435,982 | \$ 1,834,991 |
| Total - Operating Expenses | \$ 2,013,029 | \$ 2,558,525 | \$ 2,905,414 | \$ 3,570,304 | \$ 3,994,262 |
| Income (loss) before other expenses | \$ 441,788 | \$ 613,841 | \$ 1,107,387 | \$ 676,238 | \$ 67,919 |
| Contributions | \$ 571,832 | \$ 688,149 | \$ 669,309 | \$ 655,380 | \$ 785,413 |
| Finance income | \$ 65,426 | \$ 77,511 | \$ 94,106 | \$ 82,709 | \$ 120,585 |
| Finance costs | \$ (498,448) | \$ (654,777) | \$ (698,885) | \$ (714,798) | \$ (706,877) |
| Subtotal | \$ 138,810 | \$ 110,883 | \$ 64,530 | \$ 23,291 | \$ 199,121 |
| Income before non-recurring expenses | \$ 580,598 | \$ 724,724 | \$ 1,171,917 | \$ 699,529 | \$ 267,040 |
| Net Income and Comprehensive Income | \$ 580,598 | \$ 724,724 | \$ 1,171,917 | \$ 699,529 | \$ 267,040 |
| Cash Dividends | | \$ (30,100) | \$ (34,000) | \$ (33,000) | \$ (53,900) |
| Retained Earnings (Net Accumulated Surplus/loss) | \$ 2,428 | \$ 697,052 | \$ 1,834,969 | \$ 2,501,498 | \$ 2,714,638 |
| Sales (kW.hr) | 53,626 | 60,157 | 69,488 | 76,641 | 80,925 |



PUBLIC MEETING



Monday, November 6, 2023 at 6:00pm

Hydronic Energy Service Amendment Bylaw No. 8994

Watch the meeting online at cnv.org/LiveStreaming or in person at City Hall

Proposal: Lonsdale Energy Corp. (LEC) has applied to its regulator, the City of North Vancouver, for permission to modify its rates. Detailed information regarding the application is available at LonsdaleEnergy.ca under "Latest News & Updates".

Provide written input: All persons who believe they may be affected by the LEC rate adjustment will be afforded an opportunity to speak at the Public Meeting and/or by email or written submission. *All submissions must include your name and address* and should be sent to the Corporate Officer at input@cnv.org, or by mail or delivered to City Hall, *no later than noon on Monday, November 6, 2023*, to ensure their availability to Council at the Public Meeting.

Speak at the meeting:

In person at City Hall: On the day of the Public Meeting, a sign-up sheet will be available in the lobby, outside the Council Chamber, between 5:30-6pm. Enter City Hall from 13th Street after 5:30pm.

By Webex or phone: Pre-register online at cnv.org/PublicMeetings, or by phoning 604-990-4230 to provide contact details. Call-in instructions will be forwarded to you. *All Webex/phone pre-registration must be submitted no later than noon on Monday, November 6, 2023.*

Non-registered speakers: Once all registered speakers have spoken, anyone who did not pre-register will also have an opportunity to provide input.

View the documents online at cnv.org/PublicMeetings or LonsdaleEnergy.ca

Questions? Sean Wood, Manager, Finance, swood@lonsdaleenergy.ca / 604-982-3967

141 WEST 14TH STREET / NORTH VANCOUVER / BC / V7M 1H9
T 604 985 7761 / F 604 985 9417 / CNV.ORG   

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8994

**A Bylaw to amend the City of North Vancouver
“Hydronic Energy Service Bylaw, 2004, No. 7575”**

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

1. This Bylaw shall be known and cited for all purposes as **“City of North Vancouver Hydronic Energy Service Bylaw, 2004, No. 7575, Amendment Bylaw, 2023, No. 8994” (Schedule C and Other Fees)**.
2. “Hydronic Energy Service Bylaw, 2004, No. 7575” is amended as follows:
 - A. In the “Service Connection Fee” in the “Standard Fees and Charges Schedule”, by deleting “\$85.23 per kilowatt” and replacing it with “\$94.18 per kilowatt”.
 - B. In the “Service Connection Fee” in the “Standard Fees and Charges Schedule”, by deleting the words:

“Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement.”

and replacing it with the words:

“Multiplied by the energy capacity of the Premises as determined for the purpose of calculating the monthly Capacity Charge, with a minimum fee of \$75,000, except those areas of existing buildings applying for connection that received an occupancy permit at least five years prior to the date of connection, which shall be multiplied by 50% of the energy capacity of such areas. This charge will be assessed on the basis of the fee in place as of the date of the Service Agreement.”

- C. By deleting Schedule “C” in its entirety and replacing it with the Schedule “C” attached to this bylaw.

3. This Bylaw shall be effective as of the 1st day of December, 2023.

READ a first time on the 23rd day of October, 2023.

READ a second time on the 23rd day of October, 2023.

READ a third time on the <> day of <>, 2023.

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

MAYOR

CORPORATE OFFICER

SCHEDULE “C” FEES, RATES AND CHARGES

The rates, fees and charges payable in respect of the Service defined in “Hydronic Energy Service Bylaw, 2004, No. 7575” are as set out below.

Except as otherwise stated, capitalized terms in this Schedule “C” shall have the meaning defined in the General Terms and Conditions of “Hydronic Energy Service Bylaw, 2004, No. 7575” attached as Schedule “B”.

PROVISION OF HEATING TO PREMISES:

The rates payable for the provision of Hydronic Energy Heating Service to Premises are a combination of the meter charge, capacity charge and commodity charge.

RESIDENTIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$35.89 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$193.26 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

COMMERCIAL SERVICE

RATE SCHEDULE 1

- (a) **Meter Charge** – A monthly charge of \$35.89 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.03398 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

RATE SCHEDULE 2

- (a) **Meter Charge** – A monthly charge of \$193.26 for each Service Connection serving the Premises.
- (b) **Capacity Charge** – A monthly charge of \$5.2339 per kilowatt multiplied by the energy capacity of the Premises, as determined by a professional engineer qualified for such purposes and described in kilowatts.
- (c) **Commodity Charge** – A charge per kilowatt hour of Hydronic Energy provided to the Premises calculated by multiplying \$0.02871 by the percentage increase or decrease in the price of 1,000 GJ/month under FortisBC rate schedule 3 from the price established as of July 1, 2016.

PROVISION OF COOLING TO PREMISES:

The rates payable for the provision of Hydronic Energy Cooling Service to Premises shall be determined by Council for each Premises which connects to and uses the Hydronic Energy Cooling Service.

In addition to the foregoing rates the fees and charges set out in the Standard Fees and Charges attached as a schedule to the General Terms and Conditions will apply to the provision of the Service.

HJCRC/SH Project Update



November 6, 2023



HJCRC/SH Project Team

City of North Vancouver - Owner

- Project Delivery Staff
- Staff Committee
- Steering Committee
- Executive Committee

North Vancouver Recreation and Culture - Service Provider and Operator
Silver Harbour Seniors' Activity Centre - Leaseholder and Operator

MAKE Projects - Project Manager

HCMA - Prime Consultant

Smith Brothers & Wilson (SBW) - Prime Contractor

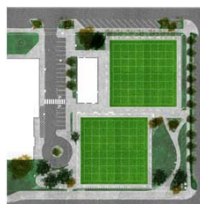
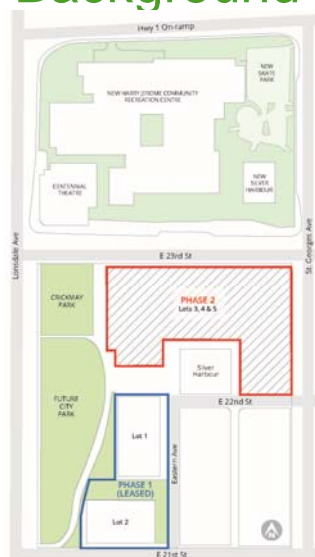


Presentation Outline



- Background
- Components
- Project Design Goals
- Project Schedule
- Project Status
- Financial Strategy
- Communications
- Public Art Program
- HJCRC Current Operations

Background - Precinct Revitalization

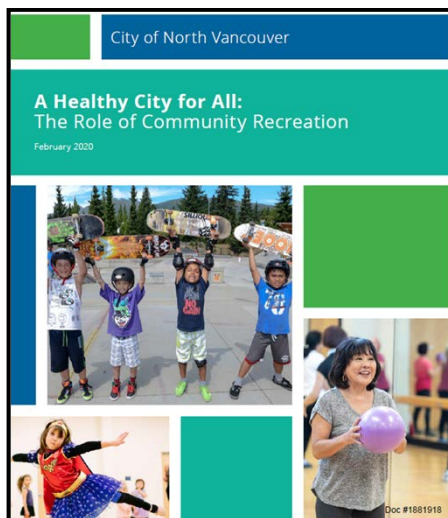


- New HJCRC on North side of 23rd Street
- Relocation of Silver Harbour to new site
- Relocation of North Vancouver Lawn Bowling Club to Mickey McDougall Field
- Relocation of Flicka Gymnastics Club to Mickey McDougall facility

Background -HJCRC/SH Site Plan



Background - A Healthy City for All



- Council endorsed the City's Community Recreation Strategy in March 2020
- Decision making framework to prioritize significant community recreation projects in the City

Components - A facility to support a healthy City



- Significant community atrium space and courtyard
- Aquatics area includes 25m/10 lane pool with leisure pools, hot tubs & sauna
- Arena with 500 spectator seating capacity
- Gymnasium
- Multipurpose for arts & culture
- Preschool and youth spaces
- New Silver Harbour Seniors' Activity Centre
- Indoor fitness space
- Outdoor fitness areas
- Play spaces
- New skate park

Components - Silver Harbour Seniors' Activity Centre



- SH to remain in current location until new facility is complete
- City and SH agreed to exchange current site for new facility
- Stand-alone building on interconnected parkade with new HJCRC
- Agreements have been finalized regarding operating and maintenance responsibilities
- Offer to Lease has been signed and Lease to be signed closer to completion of construction in 2025

Project Design Goals

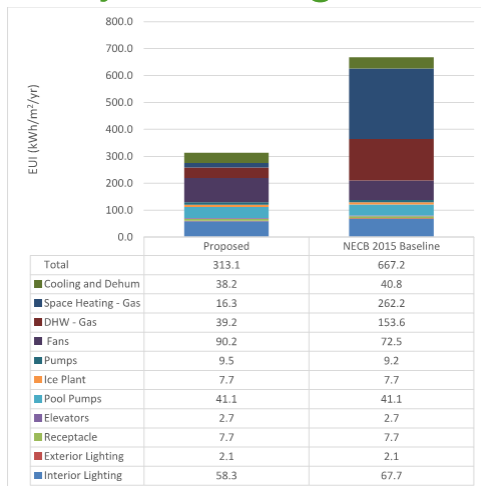


Figure 2: Energy breakdown of the proposed and baseline buildings.

EUI- Energy Use Intensity- Amount of energy used per area
 NECB- National Energy Code of Canada for Buildings

Sustainable

- Zero Carbon Design Building (Net Zero Ready)
- New facility to produce 40% less CO2 emissions than existing centre
- CO2 ice plant is safer, more efficient, and utilizes heat recovery
- Connected to district energy - Lonsdale Energy Corporation

Project Design Goals

Accessible (goals set 2021)

- Gold certification by Rick Hansen Foundation
- Design informed by North Shore Advisory Committee on Disability Issues (NS ACDI)
- Design informed by feedback received by NVRC staff at other centres

Equitable and Inclusive

- Designed to be a place for all
- Universal washroom and change room design
- Formal and informal spaces

Project Schedule

- Design & contract documents complete
- Staged tendering is 90% complete and committed with landscape and offsite works to be tendered in 2024/25
- Bulk excavation complete
- Construction period from July 2022 to Fall 2025
- Building commissioning from July to late 2025
- Construction complete in late 2025
- Facility opens to public in late 2025/early 2026



Computer model of Atrium

Project Status - Work Completed to Date



- Advance utility works on East 23rd St
- Bulk excavation
- Contaminated soil remediation
- Oversized boulder removal
- Reinforced concrete work
 - 74% slab on grade complete
 - 95% foundation walls complete
 - 49% first floor slab complete
- Underground plumbing
- Onsite civil works underway

Project Status – Progress Photos



Project Status - Progress Photos



Project Status - Progress Photos



Silver Harbour site

Project Status - Upcoming Milestones



- Major building structure and envelope works to be complete in 2024
- Interior finishes and landscaping to be complete in 2025
- Construction & commissioning complete in late 2025

Project Status – Building Information Modelling



Computer model of mechanical room

- General contractor is 3D computer modeling all building elements to determine conflicts prior to construction
- Modeling assists the analysis of construction means and methods
- Project has excellent safety record to date with no time loss due to incidents (3.51 medical incidents per 200,000 person hours)
- No noise complaints to date

Financial Strategy - Funding

- Project success due to Council's decision to move ahead with the project in early 2021
- City reserves to fund the front end of the project
- City secured Municipal Finance Authority (MFA) loan, which has not been accessed to date
- Repayment of debt through future disposition of Harry Jerome Neighbourhood Lands (HJNL)

Financial Strategy - Project Delivery

- Phased tendering and procurement implemented to mitigate market escalation
- Modified project delivery phases works within City's financial capacity with contracts awarded once funding is in place
- Value engineering to mitigate high tender pricing
- Project delivery has leveraged market pricing and lowered project risk with phased tendering
- Construction Manager as Owner's Agent and conversion to stipulated price has reduced the City's overall risk

Financial Strategy - Project Costs

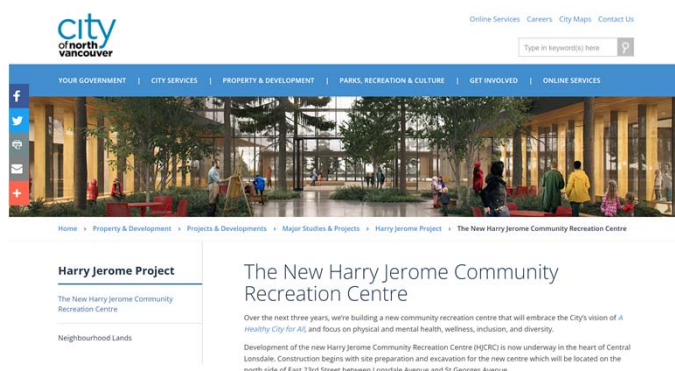


Computer model of aquatic facility

- The project budget was revised to \$230M in February 2023 and based mostly on actual tendered costs
- The revised budget includes the cost of contaminated soil remediation
- Budget includes escalation contingency for work to be tendered in 2024/2025

Communications

- Bi-Monthly Updates to Council & Public (to become monthly)
- City Website – Projects and Developments
- Video - <https://www.youtube.com/watch?v=8zxIGfvizOQ>



HJCRC – Public Art



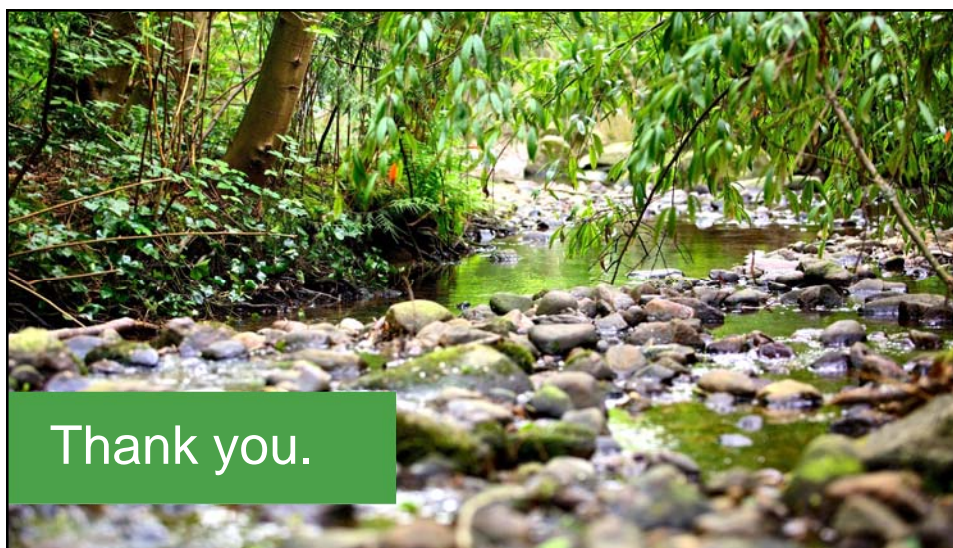
- Atrium features suspended sculpture *Transcendence* by Jill Anholt
- Main stairwell features Local Coast Salish hand-woven wall hanging & the arena features integrated artwork by Angela George
- The Diversity Project includes artwork inspired by facility namesake and is reflective of the inclusivity and diversity at the centre

HJCRC Current Operations

Current Parking for Centennial Theatre and HJCRC






- Harry Jerome complex open for programs, services and rentals
- Attendance is lower as facility is surrounded by construction
- Centennial Theatre in full operation and rental demand has returned to pre-pandemic levels
- Parking available at North Shore Alliance Church
- Ongoing communication to users/rental groups



Thank you.



| | | |
|---|---|--|
|  Department Manager |  Director |  CAO |
|---|---|--|

The Corporation of **THE CITY OF NORTH VANCOUVER**
OFFICE OF THE DEPUTY CHIEF ADMINISTRATIVE OFFICER

INFORMATION REPORT

To: Mayor Linda Buchanan and Members of Council

From: Robert Skene, Deputy Director, Civic Development and Strategic Initiatives

Subject: HARRY JEROME COMMUNITY RECREATION CENTRE AND SILVER HARBOUR SENIORS' ACTIVITY CENTRE ANNUAL UPDATE

Date: October 25, 2023 File No: 02-0800-30-0028/1

ATTACHMENTS

1. HJCRC/SH Newsletter & Project Update September, 2023 (CityDocs [2420735](#))
2. HJCRC/SH Annual Update Presentation (CityDocs [2424854](#))

SUMMARY

The construction of the new Harry Jerome Community Recreation Centre / Silver Harbour Seniors' Activity Centre project (HJCRC/SH) is on track for construction to be completed by the end of 2025. Bulk excavation is complete and work on the foundation is progressing. The budget for the complex is set at \$230 million and approximately 90% of the project has been tendered. Only landscape, offsite works and various small trade packages remain to be tendered in 2024-2025.

BACKGROUND

The HJCRC/SH project is the most extensive capital revitalization program ever undertaken by the City of North Vancouver. After many years of planning, consultation, engagement, design and refinement, construction is underway on what will be a vibrant, inclusive community amenity precinct that supports the physical and mental well-being of our community.

DISCUSSION

Schedule update

Approval to initiate construction of the new HJCRC/SH was provided by Council on March 7, 2022. With a financial strategy of phased construction and awarding tenders as financial support is in place, the project has completed a number of activities:

- Advanced underground utility upgrades on East 23rd Street (replacement of the water main, sanitary and storm sewers)
- Centennial Theatre temporary power & electrical improvements
- Site preparation and bulk excavation (enabling works)
- Contaminated soil remediation
- Oversized boulder (greater than 1m³) removal
- Bulk excavation
- Significant portion of detailed excavation
- Underground plumbing works
- Reinforced concrete work
 - 74% of slab on grade
 - 95% of foundation walls
 - 49% of first floor slab

Ninety-five per cent of the perimeter foundation walls have been completed and major concrete slab pours are continuing throughout the fall and spring. Civil, mechanical and electrical infrastructure is underway. BC Hydro and telecommunications conduit infrastructure in East 23rd Street are set to be installed in early 2024. Below is the high-level schedule of construction activities to come:

- | | |
|------------------------|---|
| • 2023 | Foundation concrete to grade |
| • 2024 | Major building structure and envelope works |
| • 2025 | Interiors, commissioning and landscaping |
| • Late 2025 | Project completion |
| • Late 2025/early 2026 | New HJCRC opens to public |

Budget update

Since Council approved the HJCRC/SH program in 2021, the project has advanced from design into construction. The project budget is \$230M (revised February 2023)

The project has transitioned from an estimate phase to firm pricing for 90% project scope. This provides greater certainty for the City on the final project costs. The HJCRC/SH project is being delivered in the midst of one of the most dynamic construction market in decades. Commodity and service costs have been volatile and costs have increased over previous estimates due to rate of inflation, rising interest rates, supply chain issues, trucking costs, labour costs and general price increases in the construction marketplace. In addition to \$4M in unexpected soil remediation, many of the major sub-trades tenders such as excavation, envelope, drywall and steel studs,

and glazing came in significantly over the project's Class A estimate; however these costs are absorbed within the revised February 2023 project budget of \$230M.

Project budget

Council approved a budget of \$230M in February of 2023,

Financial strategy

The financial strategy for HJCRC/SH utilizes a variety of funding sources and processes:

- Modified project delivery to phase works within financial capacity
- Contracts awarded once funding in place
- Value engineering to mitigate tender pricing
- Phased procurement to mitigate market escalation
- Utilization of City reserves and Municipal Finance Authority (MFA) loan, the latter of which has not been exercised or drawn upon to date.

Communications and engagement

The City's Communications division, in collaboration with the project team, has prepared a comprehensive communications strategy to ensure information is conveyed in a timely, efficient, and digestible manner to user groups and interested parties. The communications strategy presents a multi-channel approach to provide regular project updates with materials that include direct mail-outs, print materials, newspaper advertising, social media, online outreach, e-newsletters, on-site signage, video updates, staff outreach and potential for transit shelter ads and facility advertising. Key messages in the immediate future include:

- Updates concerning construction impacts
- The existing HJCRC and Centennial Theatre remain open and operational during construction
- Informing and generating excitement concerning social, cultural, and physical programs that will be a part of the new facility in 2025

In addition to the above, Council is provided with regular updates through the construction phase in order to stay informed of progress and next steps on site. These updates are also posted to the HJCRC project website. The HJCRC/SH Bimonthly Project Update for July 2023 has been included as Attachment 1.

HJCRC public art program

The public art components for the new Centre are progressing in accordance with the *Harry Jerome Community Recreation Centre Public Art Plan* that was reviewed and supported by the North Vancouver Public Art Advisory Committee and the HJCRC/SH Project Committee. The Centre will feature three public art projects, including a large suspended sculpture in the Atrium, a Coast Salish hand-woven wall hanging in the main stairwell and a

Coast Salish integrated artwork in the Arena. In addition, there are plans to commission an artwork inspired by the facility namesake and celebrating inclusivity and diversity. Project details for this component are underway and will be finalized in the coming months.

The selection of the artists and art concepts for these projects has followed standard Public Art procedures, with public circulation of the Calls to Artists for Expressions of Interest and adjudication of artist submissions by an arms-length Artist Selection Panel. The Selection Panel's recommendations have received a motion of support by the North Vancouver Public Art Advisory Committee. The commission for the Atrium project, entitled *Transcendence*, was awarded to Jill Anholt. The Coast Salish project was awarded to master weaver Angela George, who plans to create a traditional hand-woven wall hanging for the main stairwell along with a contemporary integrated artwork for the arena.

NVRC operations and interim parking

The existing HJCRC, including the Memorial Gym, is planned to remain open during the construction period. Although these buildings are slated for demolition, NVRC staff will proactively address maintenance concerns and practice appropriate asset management.

Parking has been identified as a priority for the operations of the existing HJCRC and Centennial Theatre. The City has licenced the use of over 40 parking spaces at North Shore Alliance Church. NVRC staff limit the simultaneous scheduling of high participation events at their facilities to minimize congestion and demand on parking. NVRC provides event organizers parking information to pass onto attendees.

In order to minimize HJCRC/SH trades' use of surrounding street parking, the North Shore Alliance Church has agreed to allow HJCRC/SH trades to park in a portion of the parking lot area licenced to the City. Currently, the licenced area is underutilized by HJCRC patrons during the day and HJCRC/SH trades parking will not interfere with evening parking required for Centennial Theatre

Flicka Gymnastics Club

With the continued operations of the existing HJCRC, Flicka Gymnastics Club will continue operating in their leased space within the existing HJCRC until the closure of the facility. This provides time for Flicka to prepare its transition plan, which includes planning their tenant improvements and allows NVRC to continue providing programs out of the Mickey McDougall facility until mid 2024. Although some small improvements have already been completed, the majority of construction work to accommodate Flicka at Mickey McDougall is planned to take place in the latter part of 2024 and in 2025.

Next steps

2024 represents a pivotal year for the HJCRC/SH as the facility will take a physical shape in the landscape and surrounding neighbourhood.

The project's 2024 next steps include:

- Completion of the concrete slab work. There are 13 large concrete slab pours to conduct between now and the spring of 2024. These large pours require noise variances to perform work outside of regular construction hours and to date there have not been any noise complaints regarding any of these pours.
- The steel and wood structure will be completed along with a roof.
- Interior framing will be started with fire sprinklers being completed in the first two floors
- Focus will be on the mechanical equipment installation for the pool and arena
- Some exterior wall systems will be installed.

FINANCIAL IMPLICATIONS

The information in this report provides background to support the 2024–2028 Financial Plan, which includes the final allocation of project funding of \$26.7M.

INTER-DEPARTMENTAL IMPLICATIONS

Project coordination and input has been undertaken with every City department, Lonsdale Energy Corporation and North Vancouver Recreation and Culture.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

After serving the community of North Vancouver since 1966, the Harry Jerome Community Recreation Centre and the Silver Harbour Seniors' Activity Centre have reached end of life. The new Harry Jerome Community Recreation Centre embraces the City's vision of 'A Healthy City for All' by creating a welcoming, vibrant, and social heart of the community. The new Centre has a potential lifespan of more than 60 years allowing future generations of North Shore residents to enjoy the rejuvenation of this important amenity. This state of the art facility will help our citizens maintain or improve health and wellness within our community, and inspire residents to be active and connected throughout their lives

RESPECTFULLY SUBMITTED:



Robert Skene
Deputy Director, Civic Development and
Strategic Initiatives

Harry Jerome Community Recreation Centre Project

A VIBRANT SOCIAL HEART OF OUR COMMUNITY

PROJECT UPDATE JULY 2023

EXECUTIVE SUMMARY

The New Harry Jerome Community Recreation Centre Project and Silver Harbour Seniors' Activity Centre (HJCRC/SH) continue to be the largest investment in community recreation in the City. When completed, it will provide more than 18,580 sq.m. of inclusive and accessible community space to support our community's physical, mental and social well-being. Construction continues and is focused on foundation works, vertical and interior concrete pours, construction mock-ups and mechanical and electrical rough-in works.

SILVER HARBOUR SENIORS' ACTIVITY CENTRE

As part of the Harry Jerome Community Recreation Centre (HJCRC) Redevelopment, the City is building a new Silver Harbour Seniors' Activity Centre (SH) to replace the existing facility built in 1973. Silver Harbour is home to many organized events and over 75 different programs & services for adults 55+, from food services to pottery to choir to tai chi. The facility will be welcoming and inclusive, offering a variety of activities and amenities to the community. Its location adjacent to the new HJCRC will help maintain important connections to the new community recreation centre's programs and activities. The new facility incorporates more washrooms, more accessible hallways, larger elevators, and flexible program areas. Amenities include:

- A 2-storey facility 21,000 sq. ft. in a prominent location in the City's Central Lonsdale area
- Fully-equipped kitchen to support the meal program along with a large dining area
- Program space designed to allow greater flexibility for current and future use
- Better building safety and accessibility which meets or exceeds current code and best practices
- Secure and convenient access, including 18 underground parking spaces and a drop-off space



Architectural rendering of new Silver Harbour Seniors' Activity Centre



*Silver Harbour agreements signing for new facility
Elizabeth Jones, Vice-President, Richard Gauntlett, President
and Mayor Linda Buchanan*

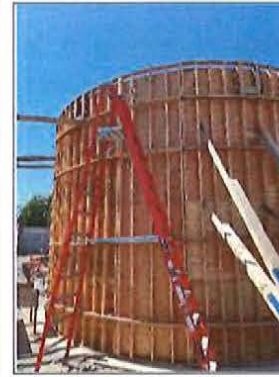
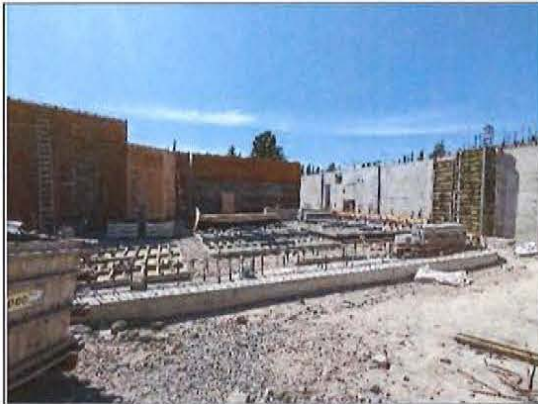
Harry Jerome Community Recreation Centre Project

A VIBRANT SOCIAL HEART OF OUR COMMUNITY

PROJECT UPDATE JULY 2023

JUNE/JULY UPDATES

- Suspended slab pours took place June 24 and July 8
- Concrete work continues with vertical and interior wall pours
- Lap pool concrete nearing completion, leisure pool formwork underway
- Detailed excavation continues



Concrete foundation work and concrete slab pours

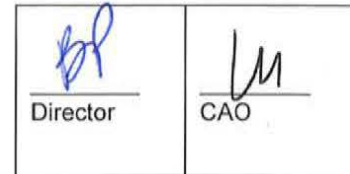
UPCOMING AUGUST ACTIVITIES

- Continuation of detailed excavation and foundations works
- Concrete work intensifies on-site with additional concrete walls taking form
- Installation of suspended slab work continues



INFO + UPDATES CNV.ORG/HJCRC

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The Corporation of **THE CITY OF NORTH VANCOUVER**
OFFICE OF THE DEPUTY CHIEF ADMINISTRATIVE OFFICER
CITY CLERK'S DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Karla Graham, Corporate Officer
Amelia Cifarelli, Corporate Officer

Subject: COUNCIL CODE OF CONDUCT

Date: October 10, 2023 File No: 01-0530-01-0001/2023

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

RECOMMENDATION

PURSUANT to the report of the Corporate Officers, dated October 10, 2023, entitled "Council Code of Conduct":

THAT the Council Code of Conduct be approved.

ATTACHMENT

1. Council Code of Conduct (CityDocs [2419262](#))

SUMMARY

At its Regular meeting of April 17, 2023, Council unanimously resolved to direct staff to bring forward a draft Code of Conduct regarding respectful behaviour and communications of and with Council, City staff, volunteers and members of the public when interfacing with one another and/or using City facilities or services. At the Regular meeting of April 24, 2023, Council further directed staff to create a draft Code of Conduct based on four foundational principles and within the legislative requirements outlined in the *Community Charter* and the *Principles for Codes of Conduct Regulation*.

The purpose of this report is to present the draft Council Code of Conduct for Council's consideration.

BACKGROUND

In October 2021, the Province of British Columbia introduced legislative amendments to Section 113.1 of the *Community Charter*, requiring local governments to consider updating or adopting a Code of Conduct for Council members within 6 months after their first regular Council meeting, following a general local election.

Council provided direction to staff in April 2023 to create a draft Code of Conduct based on the “prescribed principles” (as described in the *Principles for Codes of Conduct Regulation* enacted under the *Community Charter*), as follows:

- a) Council members must carry out their duties with integrity;
- b) Council members are accountable for the decisions that they make, and the action that they take, in the course of their duties;
- c) Council members must be respectful of others; and,
- d) Council members must demonstrate leadership and collaboration.

In the creation of the Council Code of Conduct, staff considered Council’s objectives in establishing a set of shared expectations for behaviour, and promoting good governance.

The draft Council Code of Conduct establishes expectations for how Council members should conduct themselves while carrying out their responsibilities and their work as a collective decision-making body for the community. The Code of Conduct is meant to be applied in conjunction with other City policies and bylaws, Provincial legislation and Federal legislation.

In accordance with the *Community Charter*, following a general local election, Council is to decide whether the Council Code of Conduct Policy should be reviewed.

DISCUSSION

Following adoption of the Council Code of Conduct, a subsequent procedure will be created to address the compliance and enforcement process. The procedure will outline the process for submitting complaints, the informal resolution process, the formal investigation process, the hearing procedures, remedies and punitive actions. Similarly to the staff compliant and enforcement process, the Council Code of Conduct Compliance and Enforcement Procedure will involve an impartial third-party investigator to ensure the process is equitable and procedurally fair.

Once finalized, the Council Code of Conduct Compliance and Enforcement Procedure will be presented to Council and then subsequently posted on the City’s website.

FINANCIAL IMPLICATIONS

No financial implications are anticipated as a result of this report.

INTER-DEPARTMENTAL IMPLICATIONS

The Chief Administrative Officer will review any complaints received.

STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

This Council Code of Conduct Policy aligns with Council's Strategic Plan as "A City for People" and "A Vibrant City" to promote inclusive, safe and respectful communication.

RESPECTFULLY SUBMITTED:



Karla Graham,
Corporate Officer



Amelia Cifarelli,
Corporate Officer

COUNCIL POLICY



| | |
|-----------------------|-------------------------|
| Policy Name | Council Code of Conduct |
| Policy Number | ## ### |
| Effective Date | Month DD, YYYY |
| Approved By | Council |

PURPOSE

The City of North Vancouver has a priority to be “A City for People” and “A Vibrant City” that is welcoming, inclusive, safe, accessible, and supports the health and well-being for all. The purpose of this Council Code of Conduct (“Code”) is to establish a set of shared expectations for conduct and behaviour to ensure that the duties and obligations of Council are performed with the highest ethical standards. Responsible conduct is grounded on agreed upon foundational principles, which further enhances the City’s ability to provide good governance to the community.

COUNCIL CODE OF CONDUCT

1. Application

- 1.1 This Code applies to Council members while acting in their capacity as elected officials. It is each Council member’s responsibility to uphold the Code in their dealings with other Council members, City Staff, and members of the public.

2. Scope

- 2.1 This Code applies to Council members acting in the course of their duties as elected officials.
- 2.2 This Code does not apply to City Staff.
- 2.3 This Code will be administered in accordance with the:
- relevant Federal Legislation including the *Canadian Charter of Rights and Freedoms*;
 - applicable Provincial Legislation including, but not limited to, the *Community Charter*, the *Local Government Act*, the *Human Rights Code* and the *Freedom of Information and Protection of Privacy Act*, all as amended or replaced from time to time; and
 - relevant City bylaws and policies including, but not limited to, *Council Procedure Bylaw, 2015, No. 8500*, as amended or replaced.

3. Definitions

- 3.1 The following terms have the defined meanings in this Code:
- “**CAO**” means the municipal officer appointed by Council to serve as the Chief Administrative Officer of the City pursuant to Section 147 of the *Community Charter*,

- b) “**City**” means The Corporation of the City of North Vancouver;
- c) “**City Records**” are documents, data or recorded information, regardless of media or format, created, received and maintained in the custody and control of the City;
- d) “**City Staff**” means the officers or employees of the City, which includes volunteers or contractors authorized to act on behalf of the City and persons appointed to City committees, commissions and boards. This does not include Council members;
- e) “**Corporate Officer**” means the municipal officer appointed by Council to serve as the Corporate Officer for the City pursuant to Section 148 of the *Community Charter*;
- f) “**Council**” means the elected Council of the City of North Vancouver;
- g) “**Council members**” means the Mayor and Councillors of the City of North Vancouver; and
- h) “**Personal Information**” means recorded information regarding an identifiable individual, other than contact information. Personal information comprises all recorded information about an identifiable individual, with the exception of name and business contact information. If an individual is identifiable from the information, it is considered to be personal.

4. Foundational Principles

4.1 Council recognizes that responsible conduct is based on the following principles:

- a) Council members must carry out their duties with **integrity**;
- b) Council members are **accountable** for the decisions that they make, and the actions that they take, in the course of their duties;
- c) Council members must be **respectful** of others; and
- d) Council members must demonstrate **leadership and collaboration**.

5. Standards of Professional Behaviour

5.1 **Integrity** is demonstrated through the following conduct:

- a) Council members will ensure that their actions are consistent with the foundational principles; and
- b) Council members will abide by their oath of office sworn upon taking office as a member of Council, as well as the meeting protocol outlined in the *Council Procedure Bylaw, 2015, No. 8500*, as amended or replaced.

5.2 **Accountability** is demonstrated through the following conduct:

- a) Council members will listen and consider the opinions and needs of the community in all decision-making processes;

- b) Council members will carry out their duties and obligations in an open and transparent manner, in accordance with the *Local Government Act* and the *Community Charter*, and
- c) Council members, individually and collectively, accept responsibility for their actions and decisions.

5.3 **Respect** is demonstrated through the following conduct:

- a) Council members will be truthful and honest in all dealings, including those with other Council members, City Staff, and members of the public;
- b) Council members will treat every person with dignity and respect their values, beliefs, and contributions to discussions; and
- c) Council members will demonstrate self-awareness in their own conduct when dealing with every person by considering how their actions or words may be perceived.

5.4 **Leadership and Collaboration** are demonstrated through the following conduct:

- a) Council members will behave in a manner that builds public trust and confidence in local government and models the conduct expected of them as set out in the Code; and
- b) Council members will collectively lead and positively influence others to create or meet a common goal.

6. Interactions with City Staff

- 6.1 Council members will not interfere with, hinder or obstruct City Staff in performing their roles, responsibilities, powers, duties or functions, including those powers, duties and functions that were delegated, in accordance with Section 154 of the *Community Charter*.
- 6.2 Council members will comply with human rights and health and safety legislation by respecting City Staff and not bullying, intimidating, harassing or denigrating City Staff in public or private settings.
- 6.3 Council members will not coerce City Staff in political activities or subject them to reprisal of any kind for refusing.

7. Confidentiality

- 7.1 Council members will not disclose confidential information obtained in the course of their duties, except as required or authorized by law or in accordance with Section 117 of the *Community Charter*.
- 7.2 Council members will comply with the provisions of *the Freedom of Information and Protection of Privacy Act* and the policies and guidelines as established by the City, including, but not limited to, not disclosing personal information that is not in the public domain.

8. City Resources

- 8.1 Council members will not request, use or permit the use of public resources, such as City Staff time, City equipment, City supplies or facilities, for private gain or personal purposes.
- 8.2 All City Records, including correspondence, databases and communications, including email, text messages and voicemails, created or stored using City resources, or created or received in the conduct of City business, are the property of the City.
- 8.3 City Records, including but not limited to, emails, text messages and voice messages that document City business, held in the custody or control of the City, are subject to requests made in accordance with the *Freedom of Information and Protection of Privacy Act*.

9. Conflict of Interest

- 9.1 Council members will be alert to and avoid any conflict between their personal interests and:
 - a) a direct or indirect pecuniary interest in the matter; or
 - b) another interest in the matter that constitutes a conflict including, but not limited, to a relative or associate who could stand to realize a personal benefit from a favourable decision on the matter, a bias or pre-judgment, or undue influence.
- 9.2 Council members will abide by the Conflict of Interest protocol outlined in the *Council Procedure Bylaw 2015, No. 8500*, as amended or replaced, as well as all statutory requirements set out in Part 4 – Division 6 of the *Community Charter*, as amended from time to time. If a Council member is unsure or unclear of a conflict, the individual is expected to seek independent legal advice.

10. Interactions with the Public and the Media

- 10.1 The Mayor will serve as the City's official spokesperson on decisions of Council, City strategy or policy matters and/or on any other matters that warrant a response. As such, Council members must not purport to speak on behalf of the City unless expressly authorized to do so.
- 10.2 In an effort to promote the respect and integrity of the decision-making process, Council members will accurately communicate the decisions of Council, even if they disagree with the decision of the majority.
- 10.3 When speaking for themselves as individuals, Council members will preface their opinions or remarks, relating to City-related business, with the disclaimer "in my personal opinion" or a similar phrase, to clearly indicate that the statement does not reflect the City as a whole or Council's position or decision on a matter.
- 10.4 When discussing the positions taken by other Council members during a vote on a matter, Council members will refrain from making disparaging comments about the integrity, motivation or competence of other Council members.

11. Use of Social Media

- 11.1 Council members' social media profiles will adhere to this Code.

- 11.2 Council members will not engage in conduct that would bring the integrity of themselves, Council or the City into disrepute.
- 11.3 When speaking for themselves as individuals, Council members will preface individual opinions or remarks, relating to City-related business, with the disclaimer “in my personal opinion” or a similar phrase, to clearly indicate that the statement does not represent or reflect Council’s position or decision on a matter.

12. Compliance and Enforcement

- 12.1 Council members have the primary responsibility to ensure that the standards outlined within this Code are understood and met.
- 12.2 If a Council member wishes to make a formal complaint, a written statement must be made outlining the contravention and the parties involved. Anonymous complaints will not be accepted.
- 12.3 The formal complaint must be submitted to the Chief Administrative Officer within 30 days of the alleged contravention. The complaint will be brought forward to a Closed meeting of Council.
- 12.4 A violation of this Code will not be considered a basis for challenging the validity of a Council decision.

DOCUMENT HISTORY

| Date | Action | By |
|----------------|---------------|-----------|
| Month DD, YYYY | Approved | |

NOTICE OF MOTION

6. Advancing Mobility Strategy Action 5C: Supporting Enforcement that Reduces Dangerous Behaviour and Prioritizes Protection for Vulnerable Road Users

Submitted by Councillor McIlroy and Councillor Valente

RECOMMENDATION:

WHEREAS in 2022 Council unanimously approved the City's Mobility Strategy with the vision of having healthy streets that work for everyone with specific actions outlined, including those in part 5C: Supporting enforcement that reduces dangerous behavior and prioritizes protection for vulnerable road users;

WHEREAS in 2020 Council unanimously approved the City's Safe Mobility Strategy, with a vision of safe streets for everyone, as places where people of all ages and abilities can move safely and comfortably without risk of harm, no matter where they are going or how they get around;

WHEREAS people in the City often experience the behaviour of some drivers that exceed the posted speed limits and intersection requirements found in the *Motor Vehicle Act* that may result in negative noise and safety impacts;

AND WHEREAS ICBC data indicates that there are more than 60 intersections in the City of North Vancouver that have had 20 or more casualty crashes between 2018 and 2022;

THEREFORE BE IT RESOLVED THAT staff be directed to investigate and report back to Council on the implementation of no right turn on red lights at all intersections where there were over 20 casualty crashes during 2018 to 2022;

AND BE IT FURTHER RESOLVED THAT the Mayor write to the Provincial Government to request that speed and red light cameras be installed at all locations in the City of North Vancouver where there were over 20 casualty crashes during 2018-2022, or that it allow BC municipalities to install speed and red light cameras at their own cost and collect fines.