



**AGENDA FOR THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, JULY 22, 2024 AT 6:00 PM**

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View complete Agenda Package at [cnv.org/CouncilMeetings](https://cnv.org/CouncilMeetings)

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

**CALL TO ORDER**

**APPROVAL OF AGENDA**

1. Regular Council Meeting Agenda, July 22, 2024

**ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, July 15, 2024

**PROCLAMATION**

Pride Week – July 26 to August 4, 2024

**PUBLIC INPUT PERIOD**

**CONSENT AGENDA**

Items \*3 through \*27 are listed in the Consent Agenda and may be considered separately or in one motion.

**BYLAWS – ADOPTION**

- \*3. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 8995” (Robert Blaney, 528 East 7<sup>th</sup> Street, RS-2)
- \*4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9004” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763)
- \*5. “Housing Agreement Bylaw, 2024, No. 9005” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763, Rental Housing Commitments)
- \*6. “Fees and Charges Bylaw, 2024, No. 9000”
- \*7. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges)
- \*8. “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges)

**BYLAWS – ADOPTION – Continued**

- \*9. “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges)
- \*10. “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges)
- \*11. “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges)
- \*12. “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges)
- \*13. “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges)
- \*14. “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges)
- \*15. “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges)
- \*16. “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges)
- \*17. “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges)
- \*18. “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges)
- \*19. “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges)
- \*20. “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges)
- \*21. “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges)
- \*22. “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges)
- \*23. “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges)
- \*24. “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges)

### **BYLAWS – ADOPTION – Continued**

- \*25. “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges)
- \*26. “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges)
- \*27. “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges)

### **DELEGATION**

Caitlyn Swail, Connect and Prepare Facilitator, North Shore Community Resources – Connect and Prepare

### **CORRESPONDENCE**

- 28. Caitlyn Swail, Connect and Prepare Facilitator, North Shore Community Resources – Connect and Prepare: Emergency Preparedness and Community Resilience

### **REPORT**

- 29. Zoning Bylaw Amendment for 2416 Western Avenue (By Design Construction)

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

- 30. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766)

### **REPORTS**

- 31. Shaketown Brewing Corp. – Application for Change of Liquor Service Hours
- 32. Streetcar Brewing Corp. – Public Feedback for Application for Change of Liquor Service Hours
- 33. Allocation of City Library 2023 Surplus
- 34. Statutory Rights of Way with Public Utilities for 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street
- 35. North Shore Neighbourhood House Phase 2 Hub Redevelopment – Housing Agreement

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

- 36. “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments)

**REPORT**

37. 2024 Appropriations #2.2 – North Shore Neighbourhood House Project

**PUBLIC CLARIFICATION PERIOD**

**COUNCIL INQUIRIES**

**COUNCIL REPORTS**

**NEW ITEMS OF BUSINESS**

**NOTICES OF MOTION**

**ADJOURN**

## **CALL TO ORDER**

## **APPROVAL OF AGENDA**

1. Regular Council Meeting Agenda, July 22, 2024

## **ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, July 15, 2024

## **PROCLAMATION**

Pride Week – July 26 to August 4, 2024

## **PUBLIC INPUT PERIOD**

The Public Input Period is addressed in sections 12.20 to 12.28 of “Council Procedure Bylaw, 2015, No. 8500.” The time allotted for each speaker addressing Council during the Public Input Period is 2 minutes, with the number of speakers set at 5 persons. Speakers’ comments will be audio recorded, as well as live-streamed on the City’s website, and will form part of the public record.

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

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

- 1) **IN PERSON:** Speakers who choose to participate in person must sign the speaker list located outside the Council Chamber between 5:30 and 5:50pm on the day of the Council meeting.
- 2) **ELECTRONICALLY VIA WEBEX:** Speakers who choose to participate electronically must pre-register by 12:00 noon on the day of the Council meeting by completing the online form at [cnv.org/PublicInputPeriod](http://cnv.org/PublicInputPeriod), or by phoning 604-990-4234. 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](mailto: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), including Zoning Bylaws for which a Public Hearing will not be held or is prohibited under section 464 of the *Local Government Act*.

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

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

## **CONSENT AGENDA**

Items \*3 through \*27 are listed in the Consent Agenda and may be considered separately or in one motion.

### **RECOMMENDATION:**

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

## **START OF CONSENT AGENDA**

### **BYLAWS – ADOPTION**

- \*3. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 8995” (Robert Blaney, 528 East 7<sup>th</sup> Street, RS-2)

### **RECOMMENDATION:**

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 8995” (Robert Blaney, 528 East 7<sup>th</sup> Street, RS-2) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*4. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9004” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763)

### **RECOMMENDATION:**

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9004” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*5. “Housing Agreement Bylaw, 2024, No. 9005” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763, Rental Housing Commitments)

### **RECOMMENDATION:**

THAT “Housing Agreement Bylaw, 2024, No. 9005” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*6. “Fees and Charges Bylaw, 2024, No. 9000”

### **RECOMMENDATION:**

THAT “Fees and Charges Bylaw, 2024, No. 9000” be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

**CONSENT AGENDA – Continued**

**BYLAWS – ADOPTION – Continued**

- \*7. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges)

**RECOMMENDATION:**

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*8. “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges)

**RECOMMENDATION:**

THAT “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*9. “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges)

**RECOMMENDATION:**

THAT “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*10. “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges)

**RECOMMENDATION:**

THAT “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*11. “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges)

**RECOMMENDATION:**

THAT “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

**CONSENT AGENDA – Continued**

**BYLAWS – ADOPTION – Continued**

- \*12. “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges)

**RECOMMENDATION:**

THAT “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*13. “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges)

**RECOMMENDATION:**

THAT “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*14. “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges)

**RECOMMENDATION:**

THAT “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*15. “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges)

**RECOMMENDATION:**

THAT “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*16. “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges)

**RECOMMENDATION:**

THAT “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.



**CONSENT AGENDA – Continued**

**BYLAWS – ADOPTION – Continued**

- \*17. “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges)

**RECOMMENDATION:**

THAT “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*18. “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges)

**RECOMMENDATION:**

THAT “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*19. “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges)

**RECOMMENDATION:**

THAT “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*20. “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges)

**RECOMMENDATION:**

THAT “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*21. “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges)

**RECOMMENDATION:**

THAT “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

**CONSENT AGENDA – Continued**

**BYLAWS – ADOPTION – Continued**

- \*22. “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges)

**RECOMMENDATION:**

THAT “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*23. “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges)

**RECOMMENDATION:**

THAT “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*24. “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges)

**RECOMMENDATION:**

THAT “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*25. “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges)

**RECOMMENDATION:**

THAT “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

- \*26. “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges)

**RECOMMENDATION:**

THAT “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

**CONSENT AGENDA – Continued**

**BYLAWS – ADOPTION – Continued**

- \*27. “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges)

**RECOMMENDATION:**

THAT “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

**END OF CONSENT AGENDA**

**DELEGATION**

Caitlyn Swail, Connect and Prepare Facilitator, North Shore Community Resources

Re: Connect and Prepare

*Item 28 refers.*

**CORRESPONDENCE**

28. Caitlyn Swail, Connect and Prepare Facilitator, North Shore Community Resources, July 5, 2024 – File: 01-0550-30-0001/2024

Re: Connect and Prepare: Emergency Preparedness and Community Resilience

**RECOMMENDATION:**

THAT the correspondence from Caitlyn Swail, Connect and Prepare Facilitator, North Shore Community Resources, dated July 5, 2024, regarding “Connect and Prepare: Emergency Preparedness and Community Resilience”, be received for information with thanks.

**REPORT**

29. Zoning Bylaw Amendment for 2416 Western Avenue (By Design Construction)  
– File: 08-3400-20-0134/1

Report: Planner 2, July 3, 2024

**RECOMMENDATION:**

PURSUANT to the report of the Planner 2, dated July 3, 2024, entitled “Zoning Bylaw Amendment for 2416 Western Avenue (By Design Construction)”:

THAT the application submitted by By Design Construction, to rezone the property located at 2416 Western Avenue from a RS-1 Zone to a Comprehensive Development Zone, be considered;

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766) be considered for first, second and third readings with no Public Hearing held, in accordance with the *Local Government Act, Section 464(3) [public hearing prohibited]*;

AND THAT the community benefits listed in the section “Density Bonus and Community Benefits” be secured, through agreements at the applicant’s expense and to the satisfaction of staff.

*Item 30 refers.*

**BYLAW – FIRST, SECOND AND THIRD READINGS**

30. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766)

**RECOMMENDATION:**

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766) be given first and second readings;

AND THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766) be given third reading.

*No Public Hearing held. Notice published on July 10 and July 17, 2024.*

## **REPORTS**

31. Shaketown Brewing Corp. – Application for Change of Liquor Service Hours  
– File: 09-4320-50-0002/2024

Report: Manager, Economic Development, July 10, 2024

### **RECOMMENDATION:**

PURSUANT to the report of the Manager, Economic Development, dated July 10, 2024, entitled “Shaketown Brewing Corp. – Application for Change of Liquor Service Hours”:

THAT the proposed extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, for Shaketown Brewing Corp., located at 105-288 East Esplanade, be supported on the basis that:

- the proposed extension of 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 proposed extension of liquor service hours is consistent with the vision for the Shipyards Brewery District; and
- the impact of noise on the community in the immediate vicinity of the establishment is expected to be minimal;

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

THAT, subject to the Liquor and Cannabis Regulation Branch approving this application, staff be directed to modify the Outdoor Dining Agreement with regard to the service hours for the outdoor patio to cease by 11:00pm and be cleared by 12:00am;

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

## **REPORTS – Continued**

32. Streetcar Brewing Corp. – Public Feedback for Application for Change of Liquor Service Hours – File: 09-4320-50-0002/2024

Report: Manager, Economic Development, July 10, 2024

### **RECOMMENDATION:**

PURSUANT to the report of the Manager, Economic Development, dated July 10, 2024, entitled “Streetcar Brewing Corp. – Public Feedback for Application for Change of Liquor Service Hours”:

THAT the application for extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, in the lounge area of Streetcar Brewing Corp. (123A East 1<sup>st</sup> Street) be supported, subject to the following conditions:

- permit the extension of liquor service closing hours solely for the indoor service area of the business;
- conclude an Outdoor Dining Agreement with the City of North Vancouver that specifies:
  - the end of all service on the outdoor patio by 9:00pm daily;
  - the closure of the garage door and clearing of the patio area by 9:30pm daily;
  - the establishment of a continuous barrier at the edge of the patio;
- remove the temporary outdoor patio, located east of the site fronting LoLo Lane; and
- update the Good Neighbour Agreement with the City of North Vancouver to include the below noted conditions:
  - ensure that all patrons of the business enter and exit via East 1<sup>st</sup> Street after 9:30pm; and
  - place signage in conspicuous areas on the site to inform patrons to be respectful of neighbours, and refrain from making noise when exiting the business premises or waiting for transportation;

THAT staff be directed to review compliance and operations of the business at the annual Business Licence renewal;

AND THAT support is granted on the basis that:

- the proposed extension of 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 proposed extension to liquor service hours is consistent with the vision for the Shipyards Brewery District;
- the impact of noise on the community in the immediate vicinity of the establishment is expected to be manageable by implementing the prescribed mitigation measures; and
- the concerns raised via public feedback from residents in the immediate vicinity of the establishment should be mitigated through the implementation of specific operating conditions.

**REPORTS – Continued**

33. Allocation of City Library 2023 Surplus – File: LB-0110-01-0001/2024

Report: Chief Librarian, July 9, 2024

**RECOMMENDATION:**

PURSUANT to the report of the Chief Librarian, dated July 9, 2024, entitled “Allocation of City Library 2023 Surplus”:

THAT the North Vancouver City Library be granted a one-time exemption to the City of North Vancouver Surplus Policy for Major City Funded Agencies to retain \$403,224 from 2023 surplus funds;

THAT \$373,338 of this amount, which arises from the Provincial Library Enhancement Grant received in 2023, be set aside in a library equity account to be expended by the library for its stipulated purpose;

AND THAT \$17,998 in 2023 surplus funds be returned to the City.

34. Statutory Rights of Way with Public Utilities for 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street – File: 06-2360-01-0001/2024

Report: Manager, Real Estate, July 8, 2024

**RECOMMENDATION:**

PURSUANT to the report of the Manager, Real Estate, dated July 8, 2024, entitled “Statutory Rights of Way with Public Utilities for 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street”:

THAT staff be directed to negotiate any required statutory rights of way with public utilities (BC Hydro, Fortis, TELUS, Lonsdale Energy Corporation etc.) to permit registered statutory rights of way over City-owned land for the delivery and provision of utility services to 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street;

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

AND THAT the Mayor and Corporate Officer be authorized to execute any documents to provide registered statutory rights of way, as described in the report.

**REPORTS – Continued**

35. North Shore Neighbourhood House Phase 2 Hub Redevelopment – Housing Agreement – File: 02-0800-30-0022/1

Report: Director, Real Estate, Facilities and Economic Development, and Deputy Chief Administrative Officer, July 12, 2024

**RECOMMENDATION:**

PURSUANT to the report of the Director, Real Estate, Facilities and Economic Development, and the Deputy Chief Administrative Officer, dated July 12, 2024, entitled “North Shore Neighbourhood House Phase 2 Hub Redevelopment – Housing Agreement”:

THAT “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments) be considered.

*Item 36 refers.*

**BYLAW – FIRST, SECOND AND THIRD READINGS**

36. “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments)

**RECOMMENDATION:**

THAT “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments) be given first and second readings;

AND THAT “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments) be given third reading.



## **REPORT**

37. 2024 Appropriations #2.2 – North Shore Neighbourhood House Project  
– File: 05-1705-30-0019/2024

Report: Chief Financial Officer, July 10, 2024

### **RECOMMENDATION:**

PURSUANT to the report of the Chief Financial Officer, dated July 10, 2024, entitled “2024 Appropriations #2.2 – North Shore Neighbourhood House Project”:

THAT (Funding Appropriation #2422) an amount of \$35,000,000 be appropriated from the North Shore Neighbourhood House and City Parks Fund for the purpose of funding the 2024-2028 Capital Plan;

AND THAT should any of the amount remain unexpended as at December 31, 2028, the unexpended balance shall be returned to the credit of the North Shore Neighbourhood House and City Parks Fund.

## **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**

## **COUNCIL REPORTS**

## **NEW ITEMS OF BUSINESS**

## **NOTICES OF MOTION**

## **ADJOURN**

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**MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON  
MONDAY, JULY 15, 2024**

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**PRESENT**

**COUNCIL MEMBERS**

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

*\*participated electronically*

**STAFF MEMBERS**

L. McCarthy, CAO  
B. Pearce, Deputy CAO  
P. DeJong, Acting Corporate Officer  
J. Peters, Manager, Legislative and Election Services  
L. Sawrenko, Chief Financial Officer  
D. Van Heerden, Manager, Financial Planning  
H. Granger, City Solicitor  
K. Magnusson, Director, Engineering, Parks and Environment  
S. Galloway, Director, Planning and Development  
M. Menzel, Development Planner  
L. Mulleder, Development Planner  
G. Schalk, Public Safety Director and Fire Chief  
D. Owens, Deputy Fire Chief, Prevention & Public Safety  
P. Duffy, Manager, Bylaw Services  
A. Gibbs, Sr. Manager, Communications and Engagement  
L. Barton, Manager, Communications  
H. van Gelderen, Legislative Services Advisor

**EXTERNAL AGENCY – RCMP**

J. Lucash, Superintendent & Officer-In-Charge, North Vancouver RCMP  
C. Thompson, Sr. Manager, Police Support Services

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

**APPROVAL OF AGENDA**

Moved by Councillor McIlroy, seconded by Councillor Girard

1. Regular Council Meeting Agenda, July 15, 2024

**CARRIED UNANIMOUSLY**

R2024-07-15/1

**ADOPTION OF MINUTES**

Moved by Councillor Shahriari, seconded by Councillor Back

2. Regular Council Meeting Minutes, July 8, 2024

**CARRIED UNANIMOUSLY**

R2024-07-15/2

**PUBLIC INPUT PERIOD**

None

## **CONSENT AGENDA**

Moved by Councillor Back, seconded by Councillor Bell

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

**CARRIED UNANIMOUSLY**

## **START OF CONSENT AGENDA**

### **CORRESPONDENCE**

- \*3. Board in Brief, Metro Vancouver Regional District, June 28, 2024  
– File: 01-0400-60-0006/2024

Re: Metro Vancouver – Board in Brief

Moved by Councillor Back, seconded by Councillor Bell

THAT the correspondence from Metro Vancouver, dated June 28, 2024, regarding the “Metro Vancouver – Board in Brief”, be received and filed.

**(CARRIED UNANIMOUSLY BY CONSENT)**

R2024-07-15/3

## **END OF CONSENT AGENDA**

### **PRESENTATIONS**

- A. Public Safety – Fire and Bylaw Services 2023 Annual Report – Public Safety Director and Fire Chief

The Public Safety Director and Fire Chief, the Deputy Fire Chief, Prevention and Public Safety, and the Manager, Bylaw Services, provided a PowerPoint presentation regarding the “Public Safety – Fire and Bylaw Services 2023 Annual Report” and responded to questions from Council.

- B. North Vancouver RCMP 2023 Annual Report – Superintendent and Officer-In-Charge

The Superintendent and Officer-In-Charge and the Senior Manager, Police Support Services, provided a PowerPoint presentation regarding the “North Vancouver RCMP 2023 Annual Report” and responded to questions from Council.

Mayor Buchanan left the meeting at 7:35 pm and returned at 7:36 pm.

## **REPORT**

4. Zoning Bylaw Amendment for 140 West 19<sup>th</sup> Street (GWL Realty Advisors Inc.)  
– File: 08-3400-20-0088/1

Report: Planner 3, June 26, 2024

Moved by Councillor Girard, seconded by Councillor Valente

PURSUANT to the report of the Planner 3, dated June 26, 2024, entitled “Zoning Bylaw Amendment for 140 West 19<sup>th</sup> Street (GWL Realty Advisors Inc.)”:

THAT the application submitted by GWL Realty Advisors Inc., to rezone the property located at 140 West 19<sup>th</sup> Street from a RM-1 Zone to a Comprehensive Development Zone, be considered;

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9057” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765) be considered for first, second and third readings with no Public Hearing held, in accordance with the *Local Government Act, section 464(3) [public hearing prohibited]*;

THAT “Housing Agreement Bylaw, 2024, No. 9058” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765, Rental Housing Commitments) be considered for first, second and third readings;

AND THAT the community benefits listed in the report section “Density Bonus and Community Benefits” be secured through agreements at the applicant’s expense and to the satisfaction of staff.

**CARRIED UNANIMOUSLY**

R2024-07-15/4

## **BYLAWS – FIRST, SECOND AND THIRD READINGS**

5. “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9057” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765)

Moved by Councillor Girard, seconded by Councillor Valente

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9057” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765) be given first and second readings;

AND THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9057” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/5

## **BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

6. “Housing Agreement Bylaw, 2024, No. 9058” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765, Rental Housing Commitments)

Moved by Councillor Girard, seconded by Councillor Valente

THAT “Housing Agreement Bylaw, 2024, No. 9058” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765, Rental Housing Commitments) be given first and second readings;

AND THAT “Housing Agreement Bylaw, 2024, No. 9058” (GWL Realty Advisors Inc., 140 West 19<sup>th</sup> Street, CD-765, Rental Housing Commitments) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/6

## **REPORTS**

7. Development Variance Permit Application: 205 St. Patricks Avenue (1304400 B.C. LTD.) – File: 08-3400-20-0122/1

Report: Planner 2, July 3, 2024

Moved by Councillor Girard, seconded by Councillor Valente

PURSUANT to the report of the Planner 2, dated July 3, 2024, entitled “Development Variance Permit Application: 205 St. Patricks Avenue (1304400 B.C. LTD.)”:

THAT Development Variance Permit No. PLN2023-00014 (1304400 B.C. LTD.) be considered for issuance under Section 498 of the *Local Government Act* and the Public Meeting be waived;

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

**CARRIED UNANIMOUSLY**

R2024-07-15/7

8. Fees and Charges Bylaw – File: 05-1810-01-0001/2024

Report: Chief Financial Officer, July 3, 2024

Moved by Councillor Shahriari, seconded by Councillor Back

PURSUANT to the report of the Chief Financial Officer, dated July 3, 2024, entitled “Fees and Charges Bylaw”:

THAT the following bylaws be considered:

- “Fees and Charges Bylaw, 2024, No. 9000”;

*Continued...*

## **REPORTS – Continued**

### 8. Fees and Charges Bylaw – File: 05-1810-01-0001/2024 – Continued

- “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges);
- “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges);
- “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges);
- “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges);
- “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges);
- “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges);
- “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges);
- “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges);
- “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges);
- “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges);
- “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges);
- “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges);
- “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges);
- “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges);
- “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges);
- “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges);
- “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges);
- “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges);
- “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges);
- “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges);
- “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges).

**CARRIED UNANIMOUSLY**

R2024-07-15/8

**BYLAWS – FIRST, SECOND AND THIRD READINGS**

9. “Fees and Charges Bylaw, 2024, No. 9000”

Moved by Councillor Bell, seconded by Councillor Back

THAT “Fees and Charges Bylaw, 2024, No. 9000” be given first and second readings;

AND THAT “Fees and Charges Bylaw, 2024, No. 9000” be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/9

10. “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges) be given first and second readings;

AND THAT “Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/10

11. “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges) be given first and second readings;

AND THAT “Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/11

12. “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges) be given first and second readings;

AND THAT “Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/12



**BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

13. “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges) be given first and second readings;

AND THAT “Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/13

14. “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges) be given first and second readings;

AND THAT “Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/14

15. “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges) be given first and second readings;

AND THAT “Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/15

16. “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges) be given first and second readings;

AND THAT “Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/16

**BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

17. “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges) be given first and second readings;

AND THAT “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/17

18. “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges) be given first and second readings;

AND THAT “Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/18

19. “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges) be given first and second readings;

AND THAT “Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/19

20. “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges) be given first and second readings;

AND THAT “North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/20

## **BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

21. “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges) be given first and second readings;

AND THAT “Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/21

22. “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges) be given first and second readings;

AND THAT “Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/22

23. “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges) be given first and second readings;

AND THAT “Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/23

24. “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges) be given first and second readings;

AND THAT “Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/24

**BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

25. “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges) be given first and second readings;

AND THAT “Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/25

26. “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges) be given first and second readings;

AND THAT “Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/26

27. “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges) be given first and second readings;

AND THAT “Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/27

28. “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges) be given first and second readings;

AND THAT “Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/28

## **BYLAWS – FIRST, SECOND AND THIRD READINGS – Continued**

29. “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges) be given first and second readings;

AND THAT “Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/29

30. “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges)

Moved by Councillor Bell, seconded by Councillor Back

THAT “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges) be given first and second readings;

AND THAT “Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges) be given third reading.

**CARRIED UNANIMOUSLY**

R2024-07-15/30

## **PUBLIC CLARIFICATION PERIOD**

Nil.

## **COUNCIL INQUIRIES**

Nil.

## **NEW ITEMS OF BUSINESS**

Nil.

## **NOTICES OF MOTION**

Nil.

## **RECESS TO CLOSED SESSION**

Moved by Councillor McIlroy, seconded by Councillor Back

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

**CARRIED UNANIMOUSLY**

The meeting recessed to the Committee of the Whole, Closed Session, at 8:56 pm and reconvened at 9:41 pm.

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

Moved by Councillor McIlroy, seconded by Councillor Valente

THAT the following items from the Committee of the Whole (Closed Session), of July 15, 2024, be ratified:

31. Land Matter / Information Privacy / Contract Negotiations / Proposed Service  
– File: 02-0800-30-0028/1

Report: Director, Real Estate, Facilities, and Economic Development, and Manager, Real Estate, June 28, 2024

PURSUANT to the report of the Director, Real Estate, Facilities and Economic Development, and Manager, Real Estate, dated June 28, 2024, regarding a land matter, information privacy, contract negotiations and proposed service:

THAT the wording of the resolution and the report of the Director, Real Estate, Facilities and Economic Development, and Manager, Real Estate, dated June 28, 2024, remain in the Closed session.

R2024-07-15/31

32. Land Matter – 02-0890-20-0040/1

Report: Manager, Real Estate, July 3, 2024

PURSUANT to the report of the Manager, Real Estate, dated July 3, 2024, regarding a land matter:

THAT the wording of the resolution and the report of the Manager, Real Estate, dated July 3, 2024, remain in the Closed session.

R2024-07-15/32

**CARRIED UNANIMOUSLY**

**ADJOURN**

Moved by Councillor Valente, seconded by Councillor McIlroy

THAT the meeting adjourn.

**CARRIED UNANIMOUSLY**

The meeting adjourned at 9:42 pm.

*“Certified Correct by the Acting Corporate Officer”*

\_\_\_\_\_  
ACTING CORPORATE OFFICER

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## Office of the Mayor

CITY OF NORTH VANCOUVER  
BRITISH COLUMBIA

# Proclamation

## PRIDE WEEK

*Whereas*

the City of North Vancouver is committed to being a welcoming and inclusive place for all people and families;

*Whereas*

2SLGBTQ+ people live, work and play with pride in the City of North Vancouver and make valuable contributions to the social and economic fabric of our City;

*Whereas*

2SLGBTQ+ people have faced and continue to face significant challenges as they strive for equity in areas such as healthcare, public safety, employment, recognition of family relationships and identity;

*And Whereas*

the City of North Vancouver embraces the 2024 Vancouver Pride Society's theme: "Infinite Horizons", a call to embrace the limitless potential of this vibrant community and uplift authenticity in a world where queer identities face daily scrutiny;

*Now Therefore*

I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby proclaim **July 26 to August 4, 2024** as **Pride Week** in the City of North Vancouver, the traditional territories of the Squamish and Tsleil-Waututh Nations.

So proclaimed on Monday, July 22, 2024

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Mayor Linda Buchanan

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 8995**

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

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

1. This Bylaw shall be known and cited for all purposes as **“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 8995” (Robert Blaney, 528 East 7<sup>th</sup> Street, RS-2)**.
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lands currently having a civic address of 528 East 7<sup>th</sup> Street and legally described below as henceforth being transferred, added to and forming part of RS-2 (One-Unit Residential 2 Zone):

PID: 014-888-777	LOT 21, EXCEPT THE NORTH 10 FEET NOW LANE, BLOCK 2 DISTRICT LOT 273 PLAN 1063
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from zone RS-1.

READ a first time on the 8<sup>th</sup> day of July, 2024.

READ a second time on the 8<sup>th</sup> day of July, 2024.

READ a third time on the 8<sup>th</sup> day of July, 2024.

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9004**

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

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

1. This Bylaw shall be known and cited for all purposes as **“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9004” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763).**
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lands currently having a civic address of 351 West 3<sup>rd</sup> Street and legally described below as henceforth being transferred, added to and forming part of CD-763 (Comprehensive Development 763 Zone):

PID: 007-960-255	LOT 1 BLOCK 136 DISTRICT LOT 271 PLAN 13998
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from zone CS-2.

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
  - A. Adding the following Comprehensive Development Zone to Section 1101 in numerical order:

CD-763 Comprehensive Development 763 Zone (351 West 3<sup>rd</sup> Street)

In the CD-763 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RM-1 Zone, except that:

    - (1) “Basement” means the floor levels, located below the First Storey;
    - (2) One Principal Building shall be permitted on one Lot;
    - (3) The permitted Principal Use on the Lot shall be limited to:
      - (a) Rental Apartment Residential Use:
        - i. Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
        - ii. Accessory Off-Street Parking Use;
        - iii. Accessory Home Office Use;
    - (4) Gross Floor Area:
      - (a) Combined and in total, shall not exceed 1.6 times the original lot area of 1,396m<sup>2</sup>;

- (b) Maximum Gross Floor Area may be further increased to a maximum of 2.6 times the original lot area of 1,396m<sup>2</sup>, upon entering into a Housing Agreement with the City:

<b>BASE DENSITY</b>			
OCP Schedule 'A'		1.6 FSR	
<b>ADDITIONAL (BONUS) DENSITY</b>			
<b>ADDITIONAL DENSITY CATEGORY</b>	<b>DESCRIPTION</b>	<b>ADDITIONAL (BONUS) DENSITY</b>	<b>POLICY REFERENCE</b>
Secured Rental Housing	100% rental housing; 10% mid-market rental units	1.0 FSR	OCP section 2.2
<b>TOTAL DENSITY</b>		<b>2.6 FSR</b>	

- (5) Lot Coverage of Principal Building shall not exceed a maximum of 67 percent of the original lot area of 1,396m<sup>2</sup>;
- (6) Height:
- (a) Height of Principal Building shall not exceed five storeys and 18 metres (59 feet) as measured from average building grade of the new northern property boundary following road dedication (being 24.35 metres);
- (7) Height Exceptions:
- (a) The Heights of Buildings and Structures permitted elsewhere in the Bylaw may be exceeded for:
- i. parapet walls, guard rails, Garden Structures, common staircase and elevator structures by not more than 4.0 metres (13.13 feet);
  - ii. Fully screened mechanical equipment, sited at least 7.5 metres (24.6 feet.) from the property boundary, by not more than 2 metres (6.6 feet);
- (8) Siting:
- (a) Principal Building shall be sited in accordance with the following:
- i. from the Front Lot Line (northern property boundary), being from the new property boundary following road dedication:
    1. No less than 0 metres to the basement levels;
    2. No less than 2.1 metres (6.9 feet) to upper level walls;
    3. No less than 0.3 metres (1.0 feet) to an unenclosed balcony;
  - ii. from the Rear Lot Line (southern boundary):
    1. No less than 0 metres the basement levels;
    2. No less than 3.0 metres (9.8 feet) to the upper level walls;
    3. No less than 1.2 metres (4.2 feet) to an unenclosed balcony;
  - iii. from the Exterior Side Lot Line (western boundary):

1. No less than 2.5 metres (8.2 feet) to the basement levels;
  2. No less than 5.2 metres (17.1 feet) to the upper level walls;
  3. No less than 3.1 metres (10.2 feet) to an unenclosed balcony;
- iv. from the Interior Side Lot Line (eastern boundary):
1. Not less than 0 metres to the basement levels;
  2. Not less than 4.0 metres (13.1 feet) to the upper level walls;
  3. Not less than 2.3 metres (7.5 feet) to an unenclosed balcony;
- (b) Section 410(3) "Siting Exceptions" is varied as follows:
- i. Where eaves project beyond the face of the Principal Building, the minimum distance to an abutting Lot Line as permitted above, may be reduced by:
    1. 1.7 metres (5.6 feet) from a Front Lot Line (northern property boundary);
    2. 2.1 metres (6.9 feet) from a Rear Lot Line (southern boundary);
    3. 2.3 metres (7.5 feet) from an Exterior Side Lot Line (western boundary);
    4. 1.6 metres (5.2 feet) from an Interior Side Lot Line (eastern boundary);
- (9) Section 510(2), Unit Separation, shall be waived;
- (10) Section 510 (3), Building Width and Length, shall be waived;
- (11) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
- (a) Minimum number of accessory off-street Parking Spaces required for Rental Apartment Residential Use is varied to 0.53 per unit.

READ a first time on the 12<sup>th</sup> day of February, 2024.

READ a second time on the 12<sup>th</sup> day of February, 2024.

READ a third time on the 12<sup>th</sup> day of February, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9005**

**A Bylaw to enter into a Housing Agreement (351 West 3<sup>rd</sup> Street)**

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

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

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, 2024, No. 9005**” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763, Rental Housing Commitments).
2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and the owner of the lands referenced as 351 West 3<sup>rd</sup> Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9005” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763).
3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and any documents required to give effect to the Housing Agreement.

READ a first time on the 12<sup>th</sup> day of February, 2024.

READ a second time on the 12<sup>th</sup> day of February, 2024.

READ a third time on the 12<sup>th</sup> day of February, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

**PART 2 – TERMS OF INSTRUMENT**

**RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT**

**THIS AGREEMENT,**

BETWEEN:

**JPD 351 WEST 3<sup>RD</sup> DEVELOPMENTS LTD., INC.NO. BC1115619**  
#200 - 879 Marine Drive  
North Vancouver, British Columbia,  
V7P 1R7

(the “Owner”)

AND:

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

(the “City”)

**WHEREAS:**

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Local Government Act*, RSBC 2015, c. 1 and the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant.
- D. Section 483 of the Act permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged.
- E. The City has adopted a bylaw authorizing this Agreement.
- F. The Owner and the City wish to enter into this Agreement pursuant to Section 219 of the *Land Title Act* and section 483 of the Act.

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

## 1. DEFINITIONS

- (a) “**Act**” means the *Local Government Act*, RSBC 2015, c.1 as amended from time to time;
- (b) “**Affordable Rent**” means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the “Private Apartment Average Rents” for the corresponding bedroom type in the City of North Vancouver as established by CMHC’s Housing Market Information Portal for the year the tenancy is entered into;
- (c) “**Agreement**” means this agreement as amended from time to time;
- (d) “**Commencement Date**” has the meaning set out in section 2.1 herein;
- (e) “**Council**” means the municipal council for the City of North Vancouver;
- (f) “**CMHC**” means Canada Mortgage and Housing Corporation;
- (g) “**Director, Planning and Development**” means the chief administrator of the Department of Planning of the City and their successors in function and their respective nominees;
- (h) “**Dwelling Unit**” means a dwelling unit as defined in the City of North Vancouver’s “Zoning Bylaw 1995, No. 6700” as amended from time to time;
- (i) “**Lands**” means those lands and premises legally described as:  
  
Parcel Identifier: 007-960-255  
Lot 1  
Block 136  
District Lot 271  
Plan 13998;
- (j) “**Mid-Market Rental Units**” means the 6 Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) “**Market Rental Units**” means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (l) “**Maximum Household Income**” means an annual gross household income determined by multiplying Affordable Rent by 12 to yield the households’ annual housing costs, and divide by 30% (0.30) to meet the standard definition of affordability;
- (m) “**Rental Purposes**” means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) “**Rental Units**” means the Market Rental Units and the Mid-Market Rental Units;

- (o) **“Residential Building”** means the 5 storey building to be constructed on the Lands to be used for Rental Purposes with 53 Dwelling Units, of which 47 Dwelling Units will be Market Rental Units and 6 Dwelling Units will be Mid-Market Rental Units;
- (p) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (q) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No.9004”;
- (r) **“Section 219 Covenant”** means a covenant pursuant to Section 219 of the *Land Title Act*;
- (s) **“Tenancy Agreement”** means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Rental Unit;
- (t) **“Term”** has the meaning set out in section 2.1 herein.

## 2. TERM

- 2.1 This Agreement will commence upon adoption by the City’s Council of “Housing Agreement Bylaw, 2024, No. 9005” (Jim Pattison Developments Ltd., 351 West 3<sup>rd</sup> Street, CD-763, Rental Housing Commitments) (the **“Commencement Date”**) and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the **“Term”**).
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

## 3. SECTION 219 COVENANT

- 3.1 The Owner covenants and agrees with the City as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c. 250 that during the Term of this Agreement, it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the Rezoning Bylaw, the Lands will be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
  - (a) the Lands must not be subdivided or stratified;
  - (b) the Rental Units in the Residential Building must be used for Rental Purposes only and all Rental Units must be owned and operated by the Owner, provided that the Mid-Market Rental Units may be operated by a non-profit entity engaged by the Owner and having expertise in non-market housing, with the approval of the Director, Planning and Development; and
  - (c) no Rental Unit in the Residential Building must be occupied for any purpose except for Rental Purposes pursuant to a Tenancy Agreement.

- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building must be developed, built, and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.
- 3.3 Pursuant to section 219(6) of the *Land Title Act*, RSBC 1996, c. 250 except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission, negligent or otherwise, by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
  - (b) the Owner's default under this Agreement; and
  - (c) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.

#### **4. TENANCY RESTRICTIONS**

- 4.1 The unit mix for Rental Units in the Residential Building will be no fewer than 6 three-bedroom units, 6 two-bedroom units, 36 one-bedroom units and 5 studio units or as otherwise approved in writing by the Director, Planning and Development in their discretion.
- 4.2 The 6 Mid-Market Rental Units will be provided in the following unit mix: 1 studio unit, 3 one-bedroom unit(s), 1 two-bedroom unit, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director, Planning and Development with such approval to be granted in their discretion. The Owner will be entitled to determine the locations of the 6 Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner will enter into a minimum 1 year Tenancy Agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

#### **5. OWNER'S OBLIGATIONS**

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

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

- (vi) In determining whether a tenant meets the Maximum Household Income requirements or the requirement in section 5.1(d)(v), the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased below or at the permitted annual rent increase then set under the RT Act;
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith;
- (g) Information Regarding Unit Availability: If the City establishes a register for availability of Mid-Market Rental Units within the City, the Owner will provide to the City information regarding any Mid-Market Rental Units that become available for rent, in a form acceptable to the Director, Planning and Development;
- (h) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, on an annual basis at the time of Business License renewal and upon any other request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

## 6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.4 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm

sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

- 6.5 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 6.6 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

## **7. LIABILITY**

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

## **8. GENERAL PROVISIONS**



- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement and notice of this Agreement which is required to be filed pursuant to the *Local Government Act*. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
  - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
  - (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.
- 8.3 The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
  - (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
  - (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.
- 8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.
- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Act and as such will be binding on the Owner.
- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement and notice of this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City: The Corporation of the City of North Vancouver  
141 West 14<sup>th</sup> Street  
North Vancouver, British Columbia  
V7M 1H9  
**Attention: Director, Planning & Development**  
Facsimile: 604.985.0576  
Email: [planning@cnv.org](mailto:planning@cnv.org)

The Owner: **JPD 351 WEST 3<sup>RD</sup> DEVELOPMENTS LTD., INC. NO. BC1115619**  
#200 - 879 Marine Drive  
North Vancouver, British Columbia,  
V7P 1R7  
**Attention: Mitch Cramp**  
Email: [Cramp@jp-developments.com](mailto:Cramp@jp-developments.com)  
Phone: 604-488-5238

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

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

## **9. INTERPRETATION**

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2024, No. 9005".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

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

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9000

**A Bylaw to establish fees and charges for services, information and use of property pursuant to Sections 194 and 196 of the *Community Charter* Chapter 26 [SBC 2003].**

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 “**Fees and Charges Bylaw, 2024, No. 9000**”.
2. The City of North Vancouver imposes fees and charges specified in Schedules A through K attached to and forming part of this bylaw.
3. Where applicable, taxes will be added to the fees and charges specified in Schedules A through K attached to and forming part of this bylaw.
4. If any portion of this bylaw is declared invalid by a Court of competent jurisdiction, the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed portion.
5. The “Fees and Charges Bylaw, 1993, No. 6383” and all amendments thereto are hereby repealed.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

FEES	DESCRIPTION
<p style="text-align: center;">SCHEDULE A CORPORATE AND FINANCE FEES</p>	Copies
	General Fees
	Maps
	Building Plans
	Survey Information
	Liquor Licenses
	Tree Permits
	Street Tree Planting Lawn Watering
<p style="text-align: center;">SCHEDULE B PROTECTIVE SERVICES FEES</p>	Fees for Police Services
	Security Systems False Alarms
	Fire Bylaw Fees
	Fire Permit Fees
	False Alarms and Nuisance Alarms
	Life Safety Upgrade Permit
	Noise Exemption by Permission
	Rental Premises Excessive Nuisance Abatement Fees
<p style="text-align: center;">SCHEDULE C FILMING FEES</p>	Permit
	Electrical Permit
	Parking, Street Use and Tow Shots
	RCMP Fees
	Fire Department Fees
	Special Effects Application (Pyrotechnics)
	City Buildings and Plazas: Daily Rate
	City Shipyards Public Realm: Daily Rate
	Cemetery: Daily Rate
	Miscellaneous Fees
<p style="text-align: center;">SCHEDULE D DEVELOPMENT, PERMITTING AND REGULATION FEES</p>	Development Fees
	Construction Regulations
	Building Permit Fees
	Plumbing Permit Fees
	Gas Permits and Fees
	Electrical Permits and Fees
	Compressed Gas System and Oil Storage Tanks
	Subdivision and Development Control Fees and Deposits
	Sign Permits
	Board of Variance Application Fee
	Streamside Protection and Enhancement Areas Fees

<b>FEEs</b>	<b>DESCRIPTION</b>
SCHEDULE E PARKS AND RECREATIONS FEES	Parks and Greenways Donation Program
	Wharf Moorage Fees
SCHEDULE F LICENCING FEES	Animal Control
	Business Licences
	Tree Removal and Replacement
SCHEDULE G CEMETERY FEES	In-ground Interments
	Columbarium Niche
	Memorial Fees
	Lot Adornment Fees
	Disinterment & Exhumation Fees
	Additional Fees
SCHEDULE H STREETS AND PLAZAS FEES	Street Permits
	Congestion and Curbside Management
	E-Bike Share Permit
SCHEDULE I WATER UTILITY SERVICES FEES	Connections and Severance Rate
	Water Use Rates
SCHEDULE J SEWERAGE AND DRAINAGE UTILITY SERVICES FEES	Connections and Severance Rate
	Sewer and Drainage Rates
SCHEDULE K SOLID WASTE MANAGEMENT SERVICES FEES	Annual User Charges

## SCHEDULE A

### CORPORATE AND FINANCE FEES

#### Fees and Charges Bylaw, 2024, No. 9000

<b>Copies</b>	
Council Minutes - Per page	\$ 0.25
Bylaws - 1-4 pages	\$ 1.00
Bylaws - 5-15 pages	\$ 2.00
Bylaws - 16-25 pages	\$ 5.00
Bylaws - 26-35 pages	\$ 8.00
Bylaws - 36 pages plus	\$ 10.00
Official Community Plan	\$ 15.00
Zoning Bylaw - Component One: General Regulations Consolidated	\$ 10.00
Zoning Bylaw - Component Two: Development Regulations	\$ 20.00
Zoning Bylaw - Component Three: Zoning Map - page	\$ 2.63
Zoning Bylaw - Component Three: Zoning Map - each additional page	\$ 1.76
Zoning Bylaw - Component Three: Zoning Map - full map	\$ 39.47
S. 237 Community Charter - Tax Demand Notice	\$ 20.00
S. 258 Community Charter - Certificate of Tax Status - Manual	\$ 35.00
S. 258 Community Charter - Certificate of Tax Status - via internet and BC Online	\$ 30.00
Athletic Commission Fee - Per seat	\$ 1.00

<b>General Fees</b>	
Return Cheques by Bank	\$ 25.00
Tax Refund to Mortgage Companies - per property tax roll	\$ 30.00
Mortgage Company Administration Fee for payment of property taxes - per property tax roll	\$ 10.00
Registered Plans - per page	\$ 0.88
Strata Title Plans - per page	\$ 0.88
Geographic Information System Plots and Reports - administration fee	\$ 25.00
Geographic Information System Plots and Reports - plus per hour processing (minimum 1/2 hour)	\$ 100.00
Site History Review	\$ 200.00

<b>Maps</b>	
CNV Parcel Maps - per page	\$ 2.63
CNV Parcel Maps - each additional page	\$ 1.76
CNV Parcel Maps - full map	\$ 39.47
GIS - City Map - 18 x 24	\$ 15.00
GIS - City Map - 24 x 36	\$ 20.00
GIS - City Map - 36 x 44	\$ 30.00



<b>Building Plans</b>	
Building Plans - microfiche - administration fee	\$ 25.00
Building Plans - microfiche - plus per page	\$ 0.88
Building Plans - paper copy - administration fee, plus cost of printing	\$25.00 plus cost printing

<b>Survey Information</b>	
Survey Lot Corners or Sewer Inverts	\$ 150.00
Survey and Service Information - Single family dwelling	\$ 220.00
Survey and Service Information - Duplex	\$ 220.00
Survey, Building Grades and Service Information - Multi-family units	\$ 310.00
Survey, Building Grades and Service Information - Commercial	\$ 310.00
Survey, Building Grades and Service Information - Additional copies on request - per copy	\$ 15.00

<b>Liquor Licenses</b>	
Increased Liquor License Capacity - per application	\$ 500.00 +
Increased Liquor License Capacity - per application, plus actual cost of advertising	at cost
Patron Participation Endorsement - per application	\$ 450.00

<b>Tree Permits</b>	
Tree Permit Fee - Low impact	\$ 75.00
Tree Permit Fee - Moderate impact	\$ 125.00
Tree Permit Fee - High impact	\$ 175.00

<b>Street Tree Planting</b>	
Street Tree Planting - per tree	\$ 750.00

<b>Lawn Watering</b>	
Lawn Watering Permit - Single Family / Duplex	\$ 30.00
Lawn Watering Permit - Multi-Family	\$ 75.00
Lawn Watering Permit - Commercial / Industrial	\$ 150.00
Lawn Watering Permit - Lawn with Clover	No fee

**SCHEDULE B**  
**PROTECTIVE SERVICES FEES**  
**POLICE FEES**

*Fees and Charges Bylaw, 2024, No. 9000*

In order to recover some of the costs of various policing services, certain services carry a user or administration fee. The fees below are not inclusive of GST.

<b>Fees for Police Services</b>		
Audio Reproduction - First Hour		\$ 70.00
Audio Reproduction - Cost of CD / DVD		\$ 5.10
CD of Photographs		\$ 40.00
Court Ordered File Disclosure		copying charge + \$57.50
Crash Data Retrieval Report		\$ 180.00
Police Information Check		\$ 58.70
Police Information Check - Volunteers - Local Residents		Free
Field Drawing / Diagram / Reproduction		cost + \$40
File Research - Cost per Hour		\$ 50.00
Fingerprints (up to 2 sets)		\$ 58.70
Fingerprints - Additional sets		\$ 10.00
Forensic Video Analysis - Cost per hour		\$ 200.00
Full Collision Analyst / Reconstruction Report		\$ 600.00
Insurance Claim Letter		\$ 57.50
Local Police Records Checks		\$ 57.50
Measurements		\$ 207.00
Mechanical Inspection Report		cost + \$57.50
MV6020 - Motor Vehicle Accident Report		\$ 57.50
Name Change Application		\$ 57.50
Passport Letter		\$ 57.50
Photocopying charge per page		\$ 0.75
Photographs (each 4 x 6)		\$ 4.00
Police Certificate (including fingerprints if required)		\$ 57.50
Police Report		\$ 57.50
Security Licence		\$ 90.00
Shipping		cost + \$5.00
Taxi Permit Application		\$ 58.70
Taxi Permit Application (2 years)		\$ 115.00
Taxi Permit (lost/replacement fee)		\$ 28.75
Traffic Analyst Investigation Report		\$ 90.00
Video Reproduction - First hour		\$ 70.00
Video Reproduction - Each additional hour		\$ 26.00
Video Reproduction - Cost of CD / DVD		\$ 16.00
Visa Application (including fingerprints if required)		\$ 57.00

**Security Alarm System Bylaw, 2022, No. 8931**

<b>Security Systems - False Alarms</b>		
<b>Fee Based on Calendar Year</b>		<b>Per Year</b>
First False Alarm		\$ -
Second False Alarm		\$ 150.00
Third False Alarm		\$ 250.00
Fourth False Alarm		\$ 400.00
Fifth False Alarm		\$ 600.00
Subsequent to Fifth False Alarms		\$ 900.00

**FIRE DEPARTMENT FEES**

**Fire Bylaw, 2021, No. 8852**

<b>Fire Bylaw Fees</b>		
File Search – Comfort Letter (up to 2 Hours)	per 2 hours	\$ 150.00
Fire Safety Plan Review (up to 2 Hours)	per 2 hours	\$ 150.00
Pre-Incident Fire Plan Review (up to 2 Hours)	per 2 hours	\$ 150.00
Special Effects Application Review (up to 2 Hours)	per 2 hours	\$ 150.00
Development Review Fee	Based on value of Building Permit	0.10%
Development Review Fee	Minimum on Building Permit	\$ 75.00
<b>Hourly Fee (For Reviews, Inspections and File Searches):</b>		
Straight Time	per hour	\$ 100.00
Time & Half	per hour	\$ 150.00
Double Time	per hour	\$ 200.00
<b>Fire Investigation:</b>		
Minimum Fee	per investigation	\$ 750.00
Damaged or Lost Equipment/Supplies		Replacement Cost
<b>After Hours Fire Investigation:</b>		
Straight Time	per hour	\$ 100.00
Time & Half	per hour	\$ 150.00
Double Time	per hour	\$ 200.00
<b>Fire Department Standby (Required by Fire Department):</b>		
After Hours – Straight Time	per hour	\$ 100.00
After Hours – Time & Half	per hour	\$ 150.00
After Hours – Double Time	per hour	\$ 200.00
Vehicle/Apparatus	per hour	\$ 171.00

<b>Fire Permit Fees</b>		
Permit fees must be paid to the Municipality by all applicants for any Permit required by the Fire Bylaw, 2021, No. 8852 or by the regulations passed pursuant to the Fire Services Act (1996) c. 144, as amended or replaced.		
Permit Processing (up to 2 hours):		
Hourly Fees for Permit Processing as per above "Hourly Fee"	per 2 hours	\$ 150.00
Permit Inspections as per above "Hourly Fee"	per 2 hours	\$ 150.00
<b>False Alarms and Nuisance Alarms (Based on Calendar Year)</b>		<b>per calendar year</b>
First False and/or Nuisance Alarm		\$ -
Second False and/or Nuisance Alarm		\$ 150.00
Third False and/or Nuisance Alarm		\$ 250.00
Fourth False and/or Nuisance Alarm		\$ 400.00
Fifth False and/or Nuisance Alarm		\$ 600.00
Subsequent to Fifth False and/or Nuisance Alarm		\$ 900.00

***Life Safety Upgrade Bylaw, 2011, No. 8090***

<b>Life Safety Upgrade Permit</b>	
Fee payable for the issuance of a Life Safety Upgrade Permit	\$ 100.00

**BYLAWS FEES**

<b><i>Noise Control Bylaw, 2021, No. 8885</i></b>	
<b>Noise Exemption by Permission</b>	
Application under Section 6 of the "Noise Control Bylaw, 2021, No. 8885", Schedule "B" a non-refundable application fee of:	
application submitted at least 5 business days prior to the date of the proposed activity:	\$ 150.00
application submitted less than 5 business days prior to the date of the proposed activity:	\$ 300.00

<b><i>Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931</i></b>	
<b>Excessive Nuisance Abatement Fees</b>	
Per "Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931", PART 5 - NUISANCES, 40. Repeat Nuisance Service Calls	
Police Nuisance Response and Abatement Service Call, per call	\$ 195.00
City Staff Nuisance Response and Abatement Service Call - per hour	\$ 50.00
Administration Fee - 10% on Total Service Call Fees	10%

## SCHEDULE C

### FILMING FEES

#### Fees and Charges Bylaw, 2024, No. 9000

<b>Permit</b>		
Film Permit Fee		\$ 230.00
Material changes to Issued Permit		\$ 75.00
Cancellation of Issued Permit	Permit fee plus all non recoverable costs to the City	
Each additional location		\$ 230.00
Commercial Media: i.e. still photography, reality TV, corporate video		\$ 225.00
Student Film Permit		Free
Damage/Security Deposit	dependant on location/ project	\$ 5,000.00
Youth in Film (one time annual fee, not mandatory) (GST Exempt)		\$ 250.00
<b>Electrical Permit (GST Exempt)</b>		
Single Location Permit (one inspection / location)		\$ 124.00
Annual Permit		\$ 750.00
<b>Parking, Street Use &amp; Tow Shots</b>		
Street Encroachment Fee	per day per 100m block face	\$ 350.00
Missing No Parking Sign, replacement cost	per sign	\$ 15.00
Signage Amendment	per sign	\$ 6.00
Tow Shots		\$ 150.00
Street Filming User Fee	per block	\$ 175.00
Street Meter Charges	Standard vehicle space per day billed per current daily rate of 225 East 15th Street	
Parking Stall Charges	Stall per day billed per current daily rate of 112 East 1st Street surface lot + Translink tax	
Parking Lots / Gravel Fields	per day	\$ 500.00
Parking Infraction	per day per occurrence	\$ 150.00
<b>RCMP (Minimum 4 Hour Callout and 48 Hour Cancellation Notice)</b>		
<b>Note:</b> Hourly rate includes mileage and meal times. Hourly start time will commence once RCMP Officer and/or Sergeant reaches RCMP detachment.		
RCMP Officer (Cst/Cpl)	per hour	\$ 163.00
RCMP Sergeant	per hour	\$ 194.00
Clerical Staff Time (overtime, no 4 hour minimum)	per hour	\$ 80.00

<b>Fire Department (Minimum 4 Hour Callout and 48 Hour Cancellation Notice)</b>		
<b>Note:</b> Will include charged time for officers to change into uniform, secure vehicles, depart from, and arrive back at the Fire Hall.		
Firefighters & Vehicles	Charged as per "Fire Bylaw, 2021, No. 8852"	
<b>Special Effects Application (Pyrotechnics)</b>		
Special Effects Permit (SPFX)	minimum	\$ 150.00
Special Effects On-Site Inspection by Fire Officer	per hour	\$ 100.00
<b>City Buildings and Plazas: Daily Rate</b>		
Fire Hall, Operations Yard, 14th Street Plaza & other similar sites	per day	\$ 600.00
City Hall (per named component)	per day	\$ 600.00
City Library	per day	\$ 2,500.00
Parks	per day	\$ 600.00
Lunch Tents in Parks	per day	\$ 250.00
Prep and Wrap Days	50% daily amount	
Parks Restoration Fee (not mandatory) (GST Exempt)		
<b>City Shipyards Public Realm: Daily Rate</b>		
Each named component (e.g. Spirit Trail, Wallace Mews, Shipbuilders' Square, etc.)	per day	\$ 1,000.00
Burrard Dry Dock	per day	\$ 2,500.00
The Shipyard Commons	per day	\$ 4,500.00
The Commons Ice Rink (in addition to the Commons Fee)	per day	\$ 1,500.00
Prep and Wrap Days	per day	50% daily amount (min)
Electrical connection	per day per connection	\$ 150.00
Parking at Wallace Mews	per half block face per day	\$ 350.00
The Shipyards Public Realm Lunch Tents (Shipbuilders' Square or Cates Deck)	daily per tent no larger than 20' x 40'	\$ 250.00
	daily per tent larger than 20' x 40'	\$ 500.00
	daily for tents that encompass the entire space	\$ 1,000.00
<b>Cemetery: Daily Rate</b>		
Cemetery (Heritage Section)	per day	\$ 3,000.00
Prep and Wrap Days		50% daily amount
Cemetery Caretaker (out of hours only)	per hour	\$ 80.00
Cemetery Ground Interment Preparation (incl. digger, truck & two staff)		\$ 1,760.00
Parks Restoration Fee (not mandatory) (GST Exempt)		

<b>Miscellaneous Fees</b>		
Site Meeting / site liaison fee, for City of North Vancouver staff		at cost
Film Liaison on site	per hour	\$ 80.00

GST applies to the fees listed above, except for Electrical Permits. Please note that items in this Schedule of Fees are subject to change without notice.

<b>Fee Reduction</b>
The City's Film Office staff have the authority to consider a request for a one-time 50% fee reduction of the City's location fees, subject to the following criteria:
Productions should be either non-theatrical (such as shorts, student foundation films, documentaries), or
Theatrical productions that are under \$500,000 total gross budget (staff will request they provide their budget top sheet to verify),
Filming will not take place over more than two days in the City location,
This reduction does not apply to the Shipyards Public Realm.

## SCHEDULE D

### DEVELOPMENT, PERMITTING AND REGULATION FEES

#### DEVELOPMENT FEES

*Development Procedures Bylaw, 2001, No. 7343*

#### INFORMATION

##### **Minor vs. Major Applications**

For the purpose of this Bylaw, the following definitions differentiate between the scale of minor and major proposals:

Minor – 1-5 principal residential units, primary child care use, or non-profit applicants (where a minimum of 80% of proposed residential units are secured at a minimum of 10% below market rental rates).

Major – 6 or more principal residential units, mixed-use, commercial, industrial, or institutional uses.

##### **Waived Fees**

Fees for City-led projects will be waived.

#### TYPE OF APPLICATION

##### **1. Official Community Plan (OCP)**

OCP Amendment	\$	10,000.00
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<i>The following additional fee applies to any site area exceeding 8,000 m<sup>2</sup> or to policy development within any Special Study Area</i>		<i>(\$1 per m<sup>2</sup> site area x FSR)/2</i>
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##### **2. Zoning Bylaw Amendment**

Text Amendment or Rezoning to an Existing Zone	\$	4,000.00
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Rezoning to a New Comprehensive Development (CD) Zone	\$	6,000.00
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*The following additional fees apply to major proposals, to a maximum total rezoning fee of \$25,000*

Per proposed principal residential unit		\$50 per unit
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Per m <sup>2</sup> of proposed commercial space		\$1 per m <sup>2</sup>
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Per m <sup>2</sup> of proposed industrial or institutional space		\$1 per 2m <sup>2</sup>
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<b>3. Development Permit</b>		
Amendment to Development Permit	\$	1,000.00
Council Consideration of Development Permit (additional fee)	\$	1,500.00
Coach House Development Permit	\$	1,250.00
Rooftop Antenna Development Permit	\$	2,500.00
Other Form and Character Development Permit	\$	4,000.00
<i>The following additional fees apply to major proposals, to a maximum total development permit fee of \$15,000</i>		
Per principal residential unit		\$75 per unit
Per m <sup>2</sup> of proposed commercial space		\$1 per m <sup>2</sup>
<b>4. Development Variance Permit</b>		
Variance with staff consideration of variance concurrent with rezoning	\$	1,500.00
Variance with Council consideration	\$	3,000.00
<b>5. Temporary Use Permit (TUP)</b>		
Obtain, amend, or renew a TUP	\$	2,500.00
<b>6. Heritage Revitalization Agreement (HRA)</b>		
Minor HRA (including amendment to existing HRA)	\$	4,000.00
Major HRA	\$	6,000.00
<b>ADDITIONAL ITEMS</b>		
<b>1. Pre-Consultation Application (PCA)</b>		
Minor PCA	\$	500.00
Major PCA	\$	1,500.00
Early direction from Council (additional fee)	\$	1,500.00
<b>2. Public Meeting or Public Hearing</b>		
For any application requiring a public meeting or public hearing (to be charged per instance)	\$	1,750.00
<b>3. Environmental Site Disclosure</b>		
For any application requiring a Site Disclosure Statement (otherwise waived)	\$	105.00

## CONSTRUCTION REGULATION FEES AND DEPOSITS

### *Construction Regulation Bylaw, 2003, No. 7390*

<b>1. General Regulations</b>	
<b>1. Penalties:</b>	
Work that has commenced without a permit subject to double permit fee not exceeding	\$ 20,000.00
<b>2. Refunds:</b>	
Upon receipt of a written request for a refund, accompanied by the originally issued permit, may be refunded on condition that: 1. work has not commenced; 2. the permit has not expired; 3. the permit has not been extended.	50% of total permit fee
<b>3. Re-inspection Fee:</b>	
Where more than two inspections are necessary due to non-compliance with the provisions of "Construction Regulation Bylaw, 2003, No. 7390", or to correct the violations from previous inspections or a no-show or no access provided, then the third inspection shall be charged at a rate equal to the original permit fee or \$120 (plus GST), whichever is less.	up to \$120 .00
4th re-inspection (plus GST)	\$ 240.00
5th re-inspection (plus GST)	\$ 360.00
6th (and greater) re-inspection (plus GST)	\$ 480.00
<b>4. Change of Contractor or Consultants:</b>	
An issued and valid permit may be transferred to a new applicant or assigned to new consultants upon the payment of (plus GST)	\$ 75.00
<b>5. Interim Occupancy Certificate:</b>	
Residential Occupancies per dwelling unit to a maximum of \$6,600 (plus GST) per 30 days	\$ 132.00
Other Occupancies - (plus GST) per 30 days	\$ 660.00
<b>6. Electronic Copy Fee:</b>	
All drawings larger than 11" x 17" - per sheet (plus GST)	\$ 4.00
All drawings 11" x 17" or smaller - per sheet (plus GST)	\$ 1.00
<b>7. Strata Conversion Applications:</b>	
Application Fee, and Legal Fee, and Inspection Fee	
Application Fee	\$ 500.00
and Legal Fees	\$ 500.00
and Inspection Fee	
Inspection Fee - Duplex Building	\$ 200.00
Inspection Fee - Multiple unit residential, commercial, industrial or institutional buildings - per unit to a maximum of \$1,200 (plus GST)	\$ 200.00
<b>8. Alternative Solution Fees:</b>	
Up to two applications under the same cover, each (plus GST)	\$ 540.00
Each subsequent Alternate Solution under the same cover, each (plus GST)	\$ 480.00

<b>9. Plans and Document Revisions:</b>	
Plan revisions are to be charged based on per plan revision as determined by the Building Official (plus GST)	\$ 120.00
A charge shall be applied to any document retrieval and copying for a building permit applicant that is initiated after issuance of the building permit, and shall be charged at a rate per half hour (plus GST)	\$ 60.00
<b>10. Application Extension Fee:</b>	
10% of the original application fee but not less than \$120 (plus GST) to extend the life of an application beyond its 6 month expiry date for a period not exceeding 6 months	\$120+
<b>11. Permit Renewal Fee:</b>	
10% of original permit fee but not less than \$120 (plus GST) for the first extension not exceeding 6 months.	\$120+
The second and subsequent extension shall be charged at 15% of original permit fee but not less than \$180 (plus GST)	\$180+
<b>12. Zoning and Building Compliance Letters:</b>	
Single family or duplex buildings (plus GST)	\$ 110.00
Multiple unit residential (per suite), commercial, industrial or institutional buildings (plus GST)	\$ 210.00
<b>13. Repealed</b> <i>[Bylaw 8477, May 2, 2016]</i>	
<b>14. Temporary Buildings:</b>	
Permit fees will be charged in accordance with Section 2.5 of this schedule. A deposit is required upon application and is refundable only when the building, structure or shelter is removed in it's entirety and the site is left in a safe and sanitary condition.	\$ 750.00
<b>15. Special Inspections:</b>	
Inspections made in response to a request by those having a legal interest in establishing the status of a plumbing, electrical, gas system or building structure (plus GST)	\$ 120.00
<b>16. Overtime Inspection Requests:</b>	
Inspections which are requested outside of normal working hours are subject to the following hourly rate (plus GST):	
Monday-Friday (minimum 1 hour) per hour	\$ 120.00
Saturday-Sunday (minimum 2 hours) per hour	\$ 180.00
<b>17. Occupant Load Calculations:</b>	
For all Licensed beverage establishments (plus GST)	\$ 240.00
<b>18. Plan Retrieval and Copies:</b>	
For a copy of the first page of any drawing (to a max size of 11" x 17") (plus GST)	\$ 36.00
Each subsequent page (to a max size of 11" x 17") (plus GST)	\$ 1.80
<b>19. Waived Fees:</b> <i>[Bylaw 8907, January 31, 2022]</i>	
Permit fees for City-led civic projects on City-owned land may be waived in whole or in part, at the discretion of the Director of Planning and Development.	

<b>2. Building Permit Fees</b>	
<b>1. Building Permit Application Fee:</b>	
An application shall be accompanied by:	
for construction values up to \$200,000: 50% of the fee prescribed and as set out in 2.5 of this schedule but not less than \$100	\$100+
for construction value from \$200,001 to \$500,000: \$200 plus 40% of the fee prescribed and as set out in 2.5 of this schedule	\$200+
for construction value more than \$500,001: \$500 plus 30% of the fee prescribed and as set out in 2.5 of this schedule	\$500+
which said sum shall not be refundable.	
<b>2. Application Extension Fee:</b>	
10% of the original permit fee but not less than \$120 (plus GST) for an extension not exceeding 6 months.	\$120+
<b>3. Partial Permit Fees:</b>	
Building permit fees for partial permits may be based on the value of the portion of work being permitted, as determined by the building official plus \$120 (plus GST) as a partial permit processing fee.	\$120+
<b>4. Completion Deposit:</b>	
Building permit applications for additions, alterations, renovations, move-on buildings, sign permits and tenant improvements shall be accompanied by a deposit of 2% of the total construction value, not less than \$100 and not more than \$1,000. The deposit is forfeited if the work is not completed within 2 years.	\$100-\$1,000
<b>5. Scale of Building Permit Fees:</b>	
The calculation of building permit values shall be based on the total construction or demolition costs, including materials and labour, as provided by the applicant, subject to approval by the <i>building official</i> .	
If, under Section 7.3.2. of " <b>Construction Regulation Bylaw, 2023, No. 7390</b> ", it has been determined by the <i>Chief Building Official</i> that a Professional Engineer or Architect is required to Certify that the plans, or specified aspects of the plans submitted with the permit application comply with the current <i>Provincial Building Code</i> and other applicable enactments respecting safety, the fees required for that permit will be reduced by five (5) percent, to a maximum of five hundred dollars (\$500).	
Building permit fees payable for a permit for the construction, demolition, addition, alteration, repair of any building or structure or any part thereof, shall be as follows:	
When the cost does not exceed \$5,000	\$ 120.00
For each additional \$1,000 or part thereof by which the cost exceeds \$5,000 up to a maximum of \$15,000	\$ 15.12
For each additional \$1,000 or part thereof by which the cost exceeds \$15,000 up to a maximum of \$50,000	\$ 13.62
For each additional \$1,000 or part thereof by which the cost exceeds \$50,000 up to a maximum of \$100,000	\$ 11.82
For each additional \$1,000 or part thereof by which the cost exceeds \$100,000	\$ 9.72

<b>Residential Inspection Fees:</b>	
Where an application is made for a Building Permit with respect to the construction of a self-contained housing unit or units, there shall be, in addition to any other fees payable, an Inspection Fee for each self-contained unit (plus GST)	\$ 240.00
<b>7. Fire-stopping for Plumbing Re-Pipe Permit Fees:</b>	
Building Inspection fees for the re-inspection of firestopping in re-pipe installations is \$13.50 per dwelling unit with a minimum fee of \$180.	\$180+
<b>3. Plumbing Permit Fees</b>	
<b>1. Plumbing Fixtures:</b>	
When the number of fixtures does not exceed 4	\$ 120.00
Each plumbing fixture in excess of 4 installed or roughed-in	\$ 27.00
(Plumbing Fixture as defined by the BC Plumbing Code including Drains, Hot Tub, Catch Basin, Junction Box, Manhole, O/G Interceptor, Sump, Neutralizer, Inspection Chamber, Back Flow Preventer, Fire Hydrant, Fire Department Connection, Fire Hose Connection, Fire Hose Station)	
<b>2. Service Pipes:</b>	
Service lines including Sanitary Sewer, Storm Sewer, and Water Services	
For the first 30m (100 feet) or part thereof	\$ 120.00
For each additional 30m (100 feet) or part thereof	\$ 33.42
<b>3. Fire Protection Services:</b>	
Installation or alteration of fire sprinkler systems	
First Sprinkler head	\$ 120.00
Each Additional head	\$ 2.10
<b>4. Installation and Alteration of Piping Only:</b>	
For installation or alteration of plumbing piping where no alteration of fixtures is involved:	
For the first 30m (100 feet)	\$ 120.00
For each additional 30m (100 feet) of pipe, or part thereof	\$ 33.42
<b>4. Gas Permit Fees</b>	
For installation, alteration or replacement of appliances, vents for each appliance, or piping for each appliance:	Fee Payable
Installation or replacement: 1 or 2 appliances	\$ 129.00
Next 3 to 10 appliances	\$ 67.00
Next 11 to 20 appliances	\$ 39.00
Next 21 to 100 appliances	\$ 24.00
For each appliance over 100	\$ 11.00

<b>5. Electrical Permit Fees</b>	
<b>1. Service Installation, Upgrade or Relocation:</b>	
Fees based upon final rating of each service installation, upgrade or relocation.	Service Install, Upgrade or Relocation
Less than or equal to 125A	\$ 443.00
126A-200A	\$ 722.00
201A-400A	\$ 1,057.00
Greater than 400A	\$ 1,474.00
<b>2. Electrical Installation:</b>	
Fees based upon the value of the proposed electrical installation including all material and labour.	
From \$0 to \$250	\$ 59.00
From \$251 to \$1,000	\$ 103.00
From \$1,001 to \$2,500	\$ 177.00
From \$2,501 to \$5,000	\$ 287.00
From \$5,001 to \$10,000	\$ 441.00
From \$10,001 to \$20,000	\$ 722.00
From \$20,001 to \$35,000	\$ 1,057.00
From \$35,001 to \$50,000	\$ 1,474.00
From \$50,001 to \$100,000	\$ 2,114.00
From \$100,001 to \$200,000	\$ 3,167.00
From \$200,001 to \$1,000,000	\$2,880.00 +0.5% of job value
From \$1,000,001 and over	\$5,759.00 +0.25% of job value
<b>3. Temporary Power Connections:</b>	
Temporary Power Pole, per year or portion thereof	\$ 120.00
<b>and</b> Temporary Current Permit, per meter per year or portion thereof	\$ 120.00
<b>4. Sign Connection:</b>	
The first sign connection	\$ 120.00
Each subsequent sign connection for the same site where the permit is issued at the same time	\$ 60.00
<b>5. Electrical Permit Fees (Temporary Event Connections):</b>	
Each Permit	\$ 148.00
6. Deleted <i>[Bylaw 8762, February 24, 2020]</i>	
<b>7. Electrical Permit Fees (Annual Permits):</b>	
1,000 H.P. or less	\$ 245.00
Each additional 100 H.P. or fraction thereof	\$ 31.20
Educational facilities per classroom, shop, laboratory, gymnasium, auditorium, or office	\$ 6.60
Maximum annual fee	\$ 2,340.00

<b>6. Compressed Gas Systems and Oil Storage Tanks</b>	
For the installation, replacement, renewal, alteration, removal or repair of any oil or compressed gas system or storage tank:	
1. Commercial or domestic oil burner	\$ 100.00
2. Fuel dispensing nozzle	\$ 100.00
3. Flammable or combustible liquid storage tank:	
Up to 4,546 L	\$ 100.00
Over 4,546 L	\$ 141.00
4. Compressed gas system	\$ 100.00

**SUBDIVISION AND DEVELOPMENT CONTROL**

*Subdivision and Development Control Bylaw, 2010, No. 8014*

<b>Landscaping Agreement</b>	
<b>2. Landscaping Obligations</b>	
Landscaping Agreement item 2.a.	
The Owner: shall, upon execution of this Agreement, deposit the Deposit with the City to secure due and proper performance of this Agreement, together with a non-refundable administration fee of Fifty (\$50.00) Dollars to cover the City's administration and processing costs	\$ 50.00
<b>Fees and Deposits</b>	
<b>Preliminary Application Fees</b>	
<b>Type of Application</b>	
Realignment of Lot Line, per application	\$ 600.00
Creating New Lots, Air Space Subdivision and Bare Land Strata	
Per Application	\$ 1,000.00
For First Lot Created	\$ 100.00
For Each Additional Lot Created	\$ 50.00
Phased Strata Plan	
Per Application	\$ 1,000.00
<b>Fee Calculation Example:</b>	
If you were proposing to split a single lot into two, the fees would be: \$1,000 processing fee + \$100 for the first lot created + \$50 for the second lot created = \$1,150.	
<b>Conditional Approval Extension</b>	
The following fee is payable to extend conditional approval of a subdivision application	
Conditional Approval Extension Fee, for each extension granted	\$ 250.00
<b>Final Subdivision Review</b>	
The following fee is payable with each request to perform a final subdivision review and receive Approving Officer signature.	
Plan Examination Fee, for each request	\$ 500.00

<b>Payable Prior to Subdivision Approval or Building Permit Issuance</b>	
<b>Servicing Agreement Administration Fee</b>	
Fee covers City cost only for staff processing of servicing agreement preparation.	\$ 500.00
<b>Servicing Agreement Renewal Administration Fee</b>	
Fee covers City cost only for staff processing of servicing agreement preparation.	\$ 500.00
<b>Construction Process Administration Fee</b>	
A construction process administration fee is payable whenever a servicing or landscaping agreement is required. The Fee shall be calculated in accordance with the following table:	
Estimated Value of Engineering Works	% fee
\$1 to \$100,000	5.50%
\$100,001 to \$250,000	5.00%
\$250,001 to \$500,000	4.50%
\$500,001 to \$1,000,000	4.00%
Over \$1,000,000	3.75%
Minimum Construction Process Administration Fee	\$ 100.00
<b>Water Service Severance/Connection as per "Water Utility Bylaw 6417, 1994, No. 6417", as amended</b>	
Water Service Severance / Connection Fee covers City cost only to sever an existing service and/or install a new service or re-connect an existing service.	
<b>Sewer Service Severance / Connection as per "Sewerage and Drainage Utility Bylaw, 1995, No. 6746", as amended</b>	
Sewer Service Severance / Connection Fee covers City cost only to sever an existing service and/or install an existing service.	
<b>Property Security/Damage Deposit**</b>	
Deposit covers the cost of possible damage to City property which occurs during construction on private property adjacent to City streets. Upon completion of the remedial works, that portion of the deposit not required shall be returned to the Depositor.	
** Where in the opinion of the City Engineer, or the Chief Building Inspector, proposed excavation poses a risk to public property, additional damage deposits may be required, in accordance with Construction Regulation Bylaw No. 7390, 2003, Part 7.3.63 as amended.	
Residential Building Permit application under \$600,000, payable prior to issuance of Building Permit	\$ 1,000.00
Residential Building Permit application \$600,000 or more, per unit to a max of \$20,000 with a minimum of \$2,500	\$ 1,000.00
Commercial/industrial: per frontage metre of abutting highway, minimum of \$5,000 rounded to closest \$100	\$ 150.00
<b>Security/Damage Deposit Administration Fee</b>	
Fee covers City cost only for staff processing of deposit management.	\$ 280.00
The developer is responsible for requesting City Staff review the security/damage deposit/bond upon completion of the works and maintenance period. If after 2 years from the date of Certificate of Total Completion or Final Occupancy, the applicant will forfeit the deposit(s)/bond to the City.	



**SIGN FEES AND CHARGES**

***Sign Bylaw, 1992, No. 6363***

**Signs Permits**

The following permit fees shall be paid before a sign permit is issued:

(a) For each sign requiring a permit, where the sign area:

(i) Does not exceeding an area of 1.86 sq. meters	\$	30.00
(ii) Exceeds an area of 1.86 sq. meters	\$	50.00

(b) Where a sign installation has commenced prior to the issuance of a sign permit required under "Sign Bylaw, 1992, No. 6363" an additional service charge equal to the permit fee shall be paid.

(c) The fees described above allow for one review of plans or field inspection to the initial sign application. Where additional reviews of structural drawings or field inspections as may be determined by the Building Inspector is required to complete the final approval, an additional fee per inspection equal to the original permit fee will be charged.

(d) Where a sign application has been approved or refused, no sign application fee shall be refunded but if the application is withdrawn prior to approval or refusal by the City, the Building Inspector shall refund to the applicant 50% of the fee paid.

**BOARD OF VARIANCE**

***Board of Variance Application Fee Bylaw, 1994, No. 6523***

**Application Fee**

A person making application to the Board of Variance shall at the time of filing the application, pay to the Corporation of the City of North Vancouver a fee as a prerequisite to the processing of such application.	\$	420.00
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If the application is withdrawn prior to a hearing, a refund of 50% of the fee may be returned to the applicant.

**DIVISION VII: DEVELOPMENT PERMIT GUIDELINES**

***Zoning Bylaw, 1995, No. 6700 - (6700 2C - Division VII)***

Division VII contains "Development Permit Guidelines" which apply to specific Development Permit Areas, as designated through the Official Community Plan.

**Fees- Streamside Protection and Enhancement**

When submitting a Development Permit Application for Streamside Protection and Enhancement Areas, the following fees are applicable:	
Obtain a Development Permit (DP) for Streamside Protection and Enhancement:	
Exemption from DP (alteration or removal of high to extreme risk tree)	\$ 25.00
Minor DP (Landscape, Accessory Building or Accessory Structure)	\$ 50.00
Full DP (Principal Building in any Zone)	\$ 350.00
Full DP with Variance (Variance to Zoning or not meet Guidelines)	\$ 1,700.00

## SCHEDULE E

### PARKS AND RECREATION FEES

<b>PARKS AND GREENWAYS DONATION PROGRAM</b>
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<i>Parks Regulation Bylaw, 1996, No. 6611</i>
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All donation items come with a powder coated bronze plaque, except for trees which include a commemorative certificate.

**Standard Site Furnishings**

A1 - Tree 2 1/2 inch caliper, species varies with site	\$ 650.00
B1 - Urban Parks Bench black powder coated steel, 6 ft. length	\$ 2,300.00
B2 - Parks and Greenways Bench green powder coated steel, 6 ft. length	\$ 2,300.00
C3 - Chair powder coated steel (green in Parks and Greenways, black in Urban Parks)	\$ 1,300.00
C4 - Chair & Table powder coated steel (green in Parks and Greenways, black in Urban Parks) 3 ft. dia.	\$ 2,600.00
D1 - Picnic Table polished concrete with exposed aggregate finish	\$ 2,800.00

**Custom Site Furnishings - Limited Quantities in Select Areas**

B5 - Victoria Park Bench black powder coated steel 6 ft. length	\$ 1,800.00
B6 - Victoria Park Bench (Curved) black powder coated steel	\$ 2,900.00
B7 - Victoria Park Bench (Long) black powder coated steel 18 ft. length	\$ 4,500.00
B8 - 14th St Civic Plaza Bench ipe wood slats 8 ft. length	\$ 2,400.00

## WHARF MOORAGE FEES

### *Wharf Regulation Bylaw, 2005, No. 7665 (St. Roch Dock, Burrard Dry Dock and Goldsworthy Pier)*

1. (a) Moorage fees for the St. Roch Dock	per hour maximum 3 hours	\$	4.00
2. Moorage Agreement Fees for the Goldsworthy Pier, Burrard Dry Dock Pier, and the St. Roch Dock are as follows:			
(a) Vessel or Watercraft Length and Applicable Moorage Agreement Rates			
Up to 39ft (11.9m)	per foot per day*	\$	1.80
40ft (12.5m) to 79ft (24m)	per foot per day*	\$	1.90
80ft (24.4m) to 149ft (45.4m)	per foot per day*	\$	2.25
150ft (45.7m) to 199ft (60.6m)	per foot per day*	\$	3.25
200ft (60.9m) or greater	per foot per day*	\$	4.50
* Day = 24 hour period or portion thereof			
(b) No Moorage is permitted on Burrard Dry Dock Pier without written authorization in the form of a Moorage Agreement signed by the Wharf Manager;			
(c) Notwithstanding (a), a Moorage Agreement is required for Moorage in excess of 3 hours at St. Roch Dock and Goldsworthy Pier;			
(d) Fees are waived for a Vessel that is not of a commercial type or design and belongs to Her Majesty in the right of Canada or to a foreign government that is not engaged in commercial activity;			
(e) For commercial vessel overnight layovers, fees will be calculated hourly for repeated overnight Moorages if the individual Moorages are of five (5) or more individual nonconsecutive nights, calculated based on vessel arrival time, if the booking is made more than two weeks in advance of the initial overnight layover date;			
(f) For non-working commercial Vessels during the shoulder season (beginning of November to end of March, excluding the Easter weekend) , the minimum charge will be:			
per vessel without potable water available	daily	\$	650
per vessel with potable water supply	daily	\$	800
(g) For the docks and piers to be used as film location(s), the Filming Fees in Schedule "C" of "Fees and Charges Bylaw 2024, No. 9000" apply;			
(h) For the booking of the Burrard Dry Dock Pier and/or St. Roch Dock for events, then the applicable fees are those contained in The Shipyards Events Policy (2018); and			
(i) The Wharf Manager may adjust or waive fees for Vessels of significant public interest, and reserves the right, to determine for the purposes of moorage fees, the length of any Vessel.			

3. Emergency Vessel Moorage Fees

(a) Emergency Service Vessels, while actively performing emergency services or engaged in training exercises, shall not be subject to the Moorage fees listed at this Schedule E.

**SCHEDULE F**  
**LICENSING FEES**

**ANIMAL CONTROL**

***Dog Tax and Regulation Bylaw, 2010, No. 8113***

<b>Annual Licence Fees</b>	
For every Dog	\$ 30.00
For a dog deemed to be vicious	\$ 200.00
For assistance dog, upon application - no charge	\$ -
Replacement licence of valid dog licence from another municipality including City of Vancouver Shall not apply to a Dog declared vicious or dangerous in another municipality and the full Licence amount shall apply to such Dog	\$ 5.00
On or after September 1st in current year, dog reached licence age of four (4) months, or was brought into the City of North Vancouver from outside the Province of British Columbia.	fee at 50%
Duplicate license tag	\$ 5.00
<b>Kennel License Fees</b>	
Application for Kennel licence	\$ 60.00
<b>Pound Fees (excluding vicious dog)</b>	
For a licensed dog; first time impounded in a licensing year	\$ 30.00
For a licensed dog; second time impounded in a licensing year	\$ 60.00
For a licensed dog; third time impounded in a licensing year	\$ 100.00
For an unlicensed dog	\$ 150.00
Maintenance cost per day or part thereof, after the first day, for the period a dog is impounded	\$ 10.00
<b>Pound Fees (vicious dog)</b>	
Vicious dog; first time impounded in a licensing year	\$ 200.00
Vicious dog; second time impounded in a licensing year	\$ 500.00
Vicious dog; third and subsequent impoundments in a licensing year	\$ 1,000.00
Maintenance cost per day or part thereof, after the first day, for the period a vicious dog is impounded	\$ 30.00

## BUSINESS LICENSES

### *Business Licence Bylaw, 2018, No. 8640*

<b>Business Licences - Fees by Business Code</b>		
<b>Business Code</b>	<b>Business Classification</b>	<b>Fee or Fee Table</b>
3254	Cannabis-Licensed Medical Production	\$ 3,691.00
3398	Food Manufacturer	\$ 192.00
3399	Manufacturer	IA
4189	Wholesaler	IA
4411	Auto Dealer	IA, IB
4451	Grocery Store	IE
4452	Other Food Retailer	\$ 192.00
4453	Wine/Liquor Store	\$ 384.00
4461	Health and Personal Care Store	\$ 192.00
4462	Pharmacies	\$ 256.00
4471	Gas Station	\$ 256.00
4533	Second Hand Dealer	\$ 256.00
4539	Charitable Sales	\$ 5.00
4546	Peddler	\$ 256.00
4841	Transportation and Support	\$ 192.00
4860	Port Industries	\$ 2,485.00
4931	Warehousing	IB, ID
5120	Movie Theatre	\$ 2,485.00
5191	Photography, Film, TV, etc.	\$ 256.00
5211	Financial Inst. (Bank, Credit Union)	\$ 1,032.00

5121	Adult Movie Theatre	\$ 2,485.00
5222	Pawn Broker	\$ 615.00
5269	Financial Services	\$ 192.00
5312	Real Estate Service	\$ 192.00
5411	Legal Service	\$ 192.00
5413	Architectural and Engineering Service	\$ 192.00
5414	Design Service	\$ 192.00
5611	General and Administrative Support	\$ 192.00
6111	Private Primary/sec. School	\$ 256.00
6211	Medical Office	\$ 192.00
6212	Dentist/Orthodontic office	\$ 192.00
6213	Other Health Office	\$ 192.00
6244	Child Care Facility	\$ 5.00
6245	Group Child Care	\$ 5.00
7131	Amusement Park	\$ 2,485.00
7211	Hotel (excl. leased operations and paid parking areas)	\$ 2,485.00
7212	RV Park and Recreation Camp	\$ 192.00
7223	Food Trucks	\$ 250.00
7226	Licensed (liquor) Restaurant	\$ 192.00
7227	Restaurant Unlicensed	\$ 192.00
7228	Limited Service Restaurant Licensed (liquor)	\$ 192.00
7229	Limited Service Restaurant Unlicensed	\$ 192.00
9115	Inter-Municipal	\$ 60.00



531113	Residential Rental – Long Term	\$ 75.00
	per dwelling unit (up to 5)	
	per each subsequent dwelling unit	\$ 25.00
531111	Residential Rental – Short Term	\$ 550.00
721198	Accessory Boarding – Long Term	\$ 122.00
72131	Accessory Boarding – Short Term	\$ 250.00

**Business Licences - Fees Tables**

**TABLE I - AREAS**

<b>A.</b>	<b>For areas of sales, service, display and storage space, contained within the building, from:</b>	<b>Per Annum</b>
	0 to 500 sq. me. the sum of	\$ 128.00
	501 to 1,000 sq. me. the sum of	\$ 256.00
	1,001 to 3,000 sq. me. the sum of	\$ 384.00
	3,001 to 5,000 sq. me. the sum of	\$ 500.00
	For each additional 90 sq. me. of sales, service, display and storage space or any portion thereof contained within the building in excess of 5001 sq. me. the sum of	\$ 46.00
	To a maximum of	\$ 2,485.00
	And for outside ground storage area adjacent to the building, as determined by Table IB	
<b>B.</b>	<b>Storage Areas (Open)</b>	<b>Per Annum</b>
	0 to 200 sq. me. of ground space	\$ 42.00
	201 to 500 sq. me. of ground space	\$ 88.00
	501 to 1,500 sq. me. of ground space	\$ 157.00
	1,501 to 1,800 sq. me. of ground space	\$ 314.00
	1,801 to 5,000 sq. me. of ground space	\$ 731.00
	5,001 to 10,000 sq. me. of ground space	\$ 1,102.00
	10,001 to 15,000 sq. me. of ground space	\$ 2,215.00
	15,000+	\$ 2,485.00
<b>C.</b>	<b>Commercial Rental</b>	<b>Per Annum</b>
	For 0 to 93 sq. me. of floor space	\$ 29.00
	and for each additional 93. sq. me. of floor space or any portion thereof	\$ 29.00
<b>D.</b>	<b>General Warehousing &amp; Storage, Other Warehousing &amp; Storage, and Self-Storage Mini-Warehouses</b>	<b>Per Annum</b>
	For each 100 sq. me. of floor space contained within the building, the sum of	\$ 58.00

<b>E.</b>	<b>Department Stores, Supermarkets &amp; Other Grocery Stores, Hardware Stores, and General-Line Building Supplies Wholesaler-Distributor</b>	<b>Per Annum</b>
	For areas of sales, service, display and storage space, contained within the building, from:	
	0 to 500 sq. me. the sum of	\$ 494.00
	501 to 950 sq. me. the sum of	\$ 842.00
	951 to 1,400 sq. me. the sum of	\$ 1,698.00
	For areas in excess of 1400 sq. me. of floor space, the sum of	\$ 2,485.00
	And for outside ground storage area adjacent to the building, as determined by Table IB	
<b>TABLE II - UNITS</b>		
<b>A.</b>	<b>Vending Machine Operators</b>	<b>Per Annum</b>
	For each machine	\$ 88.00
<b>B.</b>	<b>Marinas</b>	<b>Per Annum</b>
	with not more than 50 leased spaces	\$ 111.00
	with 51 to 100 leased spaces	\$ 166.00
	with 101 to 200 leased spaces	\$ 268.00
	with 201 to 300 leased spaces	\$ 371.00
	with 301 to 400 leased spaces	\$ 493.00
	with 401 to 500 leased spaces	\$ 581.00
	with 501 to 600 leased spaces	\$ 686.00
	with 601 to 700 leased spaces	\$ 787.00
	with 701 to 800 leased spaces	\$ 889.00
	with 801 to 900 leased spaces	\$ 993.00
	with 901 to 1,000 leased spaces	\$ 1,053.00
<b>C.</b>	<b>Vehicles for Hire</b>	<b>Per Annum</b>
	for each unit	\$ 111.00

D.	Arcades	Per Annum
	Classification 1 - arcade with 3 machines	\$ 439.00
	Classification 2 - arcade with 4 machines	\$ 542.00
	Classification 3 - arcade with 5 machines	\$ 644.00
	Classification 4 - arcade with 6 machines	\$ 746.00
	Classification 5 - arcade with 7 machines	\$ 849.00
	Classification 6 - arcade with 8 machines	\$ 952.00
	Each additional machine located on site exceeding eight (8) shall constitute a change in classification with a corresponding change in numerical designation and the fee shall increase on an increment basis of \$101.00 per machine to a maximum annual of \$1,678.00	maximum \$1,678.00
	Where a device accommodates more than one (1) game or function each game or function shall be regarded as a separate unit and licensed accordingly under the unit designations or classifications as enumerated in this section.	

**TABLE III - UNITS**

<b>A.</b>	<b>Business uses</b>	<b>Units</b>	<b>Per Annum</b>
	Accessory Dormitory Use	for each room	\$ 10.50
	Amusement Machines	two (2) or less	\$ 346.00
	Commercial Parking Lot	for each space	\$ 19.00
	Bed & Breakfast	for each room	\$ 19.00
	Billiard/Pool Hall	for each table	\$ 42.00
	Bowling Alley	for each alley	\$ 42.00
	Coin-operated Laundries and Dry Cleaners	for each machine	\$ 14.50
	Curling Rink	for each sheet	\$ 38.50
	Mobile Canteen	for each unit	\$ 166.00
	Automated Teller Machines	for each machine	\$ 434.00
	Mobile Carts	for each unit	\$ 123.00
	Post Box Rental Agency	for each box	\$ 2.00
	Mobile Carts - On-Street	for each unit	\$ 166.00
	Free Publication Boxes	for each box	\$ 84.00

<b>B.</b>	<b>Itinerants</b>	<b>Per Day</b>
	Bingo Operations, Games of Chance	\$ 144.00
	Carnivals	\$ 144.00
	Circuses	\$ 144.00
	Dog & Cat Shows	\$ 144.00
	Exhibitions	\$ 144.00
	Performing Arts Promoters (Presenters) without Facilities	\$ 144.00
	Sports Presenters and Other Presenters without Facilities	\$ 144.00
	Theatrical Shows (when held in other than a duly licensed theatre)	\$ 144.00
	Other forms of itinerant shows, entertainment, amusement or exhibition not hereinbefore enumerated	\$ 144.00
	Soliciting for charity	\$ 5.00
<b>TABLE IV - ENTERTAINMENT, SOCIAL AND RECREATIONAL FACILITIES</b>		
<b>A.</b>	<b>Liquor Primary – Pubs</b>	<b>Per Annum</b>
	For the first 10 seats	\$ 337.00
	For each additional 10 seats or any portion thereof	\$ 39.00
	To a maximum of	\$ 1,500.00
<b>B.</b>	<b>Body Rub Parlour</b>	<b>Per Annum</b>
	Body Rub Parlour	\$ 3,691.00
<b>TABLE V - LIQUOR LICENSING</b>		<b>Per Annum</b>
<b>A.</b>	Non- refundable Liquor Primary application fee	\$ 500.00
<b>B.</b>	Permanent change to existing Liquor Primary Licence	\$ 250.00
<b>C.</b>	Temporary change to existing Liquor Primary Licence where local government input required	\$ 250.00
<b>D.</b>	New Food Primary Licence application fee when local government input is required	\$ 500.00

<b>TABLE VI - CANNABIS SALES</b>		<b>Per Annum</b>
<b>A.</b>	Non-refundable application fee	\$ 5,000.00
<b>B.</b>	Business licence processing fee	\$ 1,500.00
<b>C.</b>	Annual licence fee	\$ 3,691.00
<b>D.</b>	Permanent change to Cannabis licence	\$ 1,500.00
<b>TABLE VII - BUSINESS LICENCE FEE INCREASE EXEMPTIONS</b>		
<b>A.</b>	Future business licence fee increases will not apply to Child Care, Charitable Sales or Registered Society uses.	
<b>TABLE VIII - CRIME FREE MULTI-HOUSING</b>		
<b>A.</b>	The Business Licence annual fee is to be reduced by 10% for those properties participating as active members of the Crime Free Multi-Housing Program, as long as they are current participants in the Program.	
<b>TABLE IX – ALL OTHER BUSINESS FEES</b>		<b>Per Annum</b>
<b>A.</b>	Home based businesses	\$ 122.00
<b>B.</b>	Non-resident business	\$ 256.00
<b>C.</b>	Registered Society	\$ 5.00
<b>D.</b>	All other businesses not specified	\$ 128.00
<b>TABLE X - ADMINISTRATION</b>		
<b>A.</b>	Non-refundable application fee (for new licences for businesses without specific application fees). Child Care and Registered Societies exempt.	\$ 50.00
<b>B.</b>	Any changes to a business licence (ownership, transfer of a valid and current Business Licence from one location to another, business name change etc.)	\$ 50.00

**TREE BYLAW FEES**

*Tree Bylaw, 2022, 8888*

**Permit Fees**

Application Base Fee + Tree Removal Fee	per tree removed	\$175.00 + \$75.00
Inspection Fee	per site visit	\$ 130.00
Replacement Tree Security	per tree replaced	\$ 975.00
Tree Replacement Cash-in-Lieu	per tree removed	\$ 750.00
Ecological Compensation	per tree removed	\$ 1,500.00



## SCHEDULE G

### CEMETERY FEES

***North Vancouver Cemetery Bylaw, 2011, No. 8109***

**All fees shall be paid at the time of application and are subject to applicable taxes.**

<b>In-Ground Interments Resident Fees</b>	Lot	+ Care Fund	= Right of Interment	Preparation / Placement	Liner	Total
Adult Casket - Single Depth	\$3,710	\$2,060	\$5,770	\$1,760	\$980	\$8,510
Adult Casket - Single Depth Crypt	\$4,790	\$2,060	\$6,850	\$1,760		\$8,610
Adult Casket - Double Depth Crypt - 1st Casket at Lower Level	\$6,390	\$2,580	\$8,970	\$1,760		\$10,730
Adult Casket - Double Depth Crypt - 2nd Casket at Upper Level		\$830		\$1,760		\$2,590
Infant/Child Casket (2-12 years)	\$1,080	\$1,030	\$2,110	\$890		\$3,000
Infant/Child Casket (0-2 years)						\$0
Cremation Lot - 1st Interment	\$2,060	\$980	\$3,040	\$370		\$3,410
Cremated Remains in Occupied Lot		\$520		\$370		\$890

<b>Columbarium Niche Resident Fees</b>	Lot	+ Care Fund	= Right of Interment	Preparation / Placement	Total	
Niche with 1st Interment (top 2 rows)	\$2,270	\$1,030	\$3,300	\$260	\$3,560	
Niche with 1st Interment (mid 2 rows)	\$1,650	\$1,030	\$2,680	\$260	\$2,940	
Niche with 1st Interment (bottom row)	\$1,140	\$1,030	\$2,170	\$260	\$2,430	
2nd Interment in niche		\$210		\$260	\$470	
<b>In-Ground Interments Non-Resident Fees</b>	Lot	+ Care Fund	= Right of Interment	Preparation / Placement	Liner	Total
Adult Casket - Single Depth	\$6,910	\$4,330	\$11,240	\$1,760	\$980	\$13,980
Adult Casket - Single Depth Crypt	\$8,300	\$4,120	\$12,420	\$1,760		\$14,180
Adult Casket - Double Depth Crypt - 1st Casket at Lower Level	\$13,700	\$5,150	\$18,850	\$1,760		\$20,610
Adult Casket - Double Depth Crypt - 2nd Casket at Upper Level		\$830	\$830	\$1,760		\$2,590
Infant/Child Casket (0-12 years)	\$2,630	\$2,060	\$4,690	\$930		\$5,620
Cremation Lot with 1st Interment	\$3,860	\$1,860	\$5,720	\$370		\$6,090
Cremated Remains in Occupied Lot		\$520		\$370		\$890
<b>Columbarium Niche Non-Resident Fees</b>	Lot	+ Care Fund	= Right of Interment	Preparation / Placement	Total	
Niche with 1st Interment (top 2 rows)	\$2,950	\$1,340	\$4,290	\$260	\$4,550	
Niche with 1st Interment (mid 2 rows)	\$2,150	\$1,340	\$3,490	\$260	\$3,750	
Niche with 1st Interment (bottom row)	\$1,480	\$1,340	\$2,820	\$260	\$3,080	
2nd Interment in niche		\$210		\$260	\$470	
<b>Memorial Fees</b>	Care Fund	Permit	Total			
Memorial Permit	\$110	\$130	\$240			
Memorial Resetting		\$130	\$130			
Memorial Tablet Levelling		\$160	\$160			
City Concrete Foundation		\$1,240	\$1,240			

<b>Lot Adornment Fees</b>	<b>Total</b>
In-ground Vase (includes installation)	\$100
<b>Disinterment &amp; Exhumation Fees</b>	<b>Total</b>
Adult Casket - Single depth	\$2,170
Adult Casket - Single depth Crypt	\$2,170
Adult Casket - Double depth Crypt: Casket - Upper Level	\$2,170
Adult Casket - Double depth Crypt: Casket - Lower Level	\$2,680
Adult Casket - Double depth Crypt: Casket - Both Caskets (at the same time)	\$4,850
Infant/Child Casket (0 - 12 years)	\$1,240
Cremated Remains (in-ground)	\$470
Cremated Remains (in-ground) with re-interment	\$670
Cremated Remains (niche)	\$230
<b>Additional Fees</b>	<b>Total</b>
After Hours Surcharge for Adult Casket Burial	\$1,650
After Hours Surcharge for Infant/Child Casket Burial	\$540
After Hours Surcharge for In-ground Cremation Interment	\$310
After Hours Surcharge for Niche Interment	\$210
Cremation Urn Vault - Single	\$110
Administration Fee	\$90
<b>Lot Surrender Refund for Lots Purchased on or before June 18, 2006</b> See 'Cancellation of Right of Interment' for complete details.	<b>Total</b>
Adult Single Depth Lot	\$1,163
Adult Double Depth Lot	\$1,845
Infant/Child Lot	\$608
Cremation Lot	\$405
Niche in Upper Two Rows	\$1,200
Niche in Lower Two Rows	\$885

## SCHEDULE H

### STREETS AND PLAZAS FEES

*Street and Traffic Bylaw, 1991, No. 6234*

<b>s.510 Special Parking Privileges, .2 Resident Exempt Zone, (b)</b>			
a shared vehicle organization which applies for an exemption and pays annual application fee, per shared vehicle in the shared vehicle organizations' fleet of shared vehicles.			\$25 annual fee, per vehicle
<b>Fees</b>			
<b>Permit Type</b>	<b>Authority to Issue*</b>	<b>Processing Fee</b>	<b>Occupancy Fee</b>
<i>*Authority to Issue sections noted are within "Streets and Traffic Bylaw, 1991, No. 6234"</i>			
Temporary Building Zone	s.404.2	\$ 80.00	\$3.05 per day per 10 m <sup>2</sup> of street property but not less than \$100.00, plus GST;
Temporary Street Occupancy	s.404.2	\$ 80.00	\$3.05 per day per 10 m <sup>2</sup> of street property but not less than \$100.00, plus GST;
Temporary Street Closure	s.404.2	\$ 80.00	N/A
Block Party*	s.408.5	\$ 25.00	N/A
<i>* Street parties organized by the North Vancouver Block Watch Program are exempt from the processing fee.</i>			
Parade/Procession	s.701	\$ 100.00	N/A
Container on Street Allowance	s.813.2	\$ 60.00	N/A
Extraordinary Traffic - Permit to move over height, over width and overweight loads	s.905	\$ 80.00	N/A
Congestion and Curbside Management (Transportation Network Services) – vehicles other than Zero-emission Vehicles and Accessible Passenger Directed Vehicles	s.520.3	N/A	\$0.10 per pick up and drop off Monday to Friday, 7 AM to 9 AM and 2 PM to 6 PM
Congestion and Curbside Management (Transportation Network Services – Zero-emission Vehicles)	s.520.3	N/A	\$0.05 per pick up and drop off Monday to Friday, 7 AM to 9 AM and 2 PM to 6 PM
E-Bike Share Permit – Permit for Shared E-Bikes (Total fleet deployed)	s.822.3	\$ 250.00	\$40 + GST per E-Bike deployed <i>[Bylaw 8815, February 8, 2021]</i>
E-Bike Share Permit – Security for Performance	s.822.4	N/A	\$ 10,000.00

# SCHEDULE I

## WATER UTILITY SERVICES FEES

*Water Utility Bylaw, 1994, No. 6417*

### 2024 CONNECTIONS AND SEVERANCE RATES

<b>1. WATER SERVICE CONNECTIONS</b>	
<b>Size</b>	<b>Fee</b>
Standard 19 mm	\$ 9,600.00
> 19 mm	at cost with a minimum charge equal to the standard fee.

<b>2. WATER SERVICE SEVERANCE</b>	
<b>Size</b>	<b>Fee</b>
For Standard 19 mm Replacement	\$ 1,290.00
> 19 mm service replacement	at cost with a minimum charge equal to the standard fee.

<b>3. WATER CONNECTION REUSE</b>	\$ 2,690.00
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<b>4. TURN ON/OFF</b>	\$ 52.00
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<b>5. INSTALLATION AND REMOVAL OF TEMPORARY METER</b>	flat fee \$ 430.00
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A 50% rebate is available for standard 19mm water service replacements that are installed less than 2 years in advance of a City initiated programmed replacement of water services within the block.

## 2024 WATER USE RATES

### 1. WATER RATES

1.1 Water For Temporary Service during construction	
Building Size (Total Floor Area)	Fee
46 sq. m to 460 sq. m	\$ 189.00
Over 460 sq. m but not exceeding 4,600 sq. m	\$ 373.00
Over 4,600 sq. m but not exceeding 23,000 sq. m	\$ 619.00
Over 23,000 sq. m	\$ 985.00

1.2 Flat Rates (un-metered premises)		Per year
Single Unit Dwelling	\$	631.00
Duplexes (including infills) per unit	\$	529.00
Multiple Unit Dwellings (including extra living units within single unit dwellings, apartments, condominiums, garden apartments and coach houses) for each dwelling	\$	371.00
Stores, offices, other commercial premises not elsewhere designated; Churches and Public Halls per fixture	\$	142.00
Water Cooling Units	\$	980.00
Schools per Classroom	\$	452.00
Minimum charge for any service	\$	631.00

### 2. METERED WATER RATES

2.1 For commercial and industrial properties, hospitals and schools served by water meters the following scale of charges shall apply:		Per cubic metre
January 1 to May 31	\$	1.5708
June 1 to September 30	\$	1.9634
October 1 to December 31	\$	1.5708
A minimum bill for 30 cubic metres per month will be charged if a lesser quantity or no water is consumed		min charge

### 2.2 Metered Charges for Mixed Use Premises

The charge for Mixed Use Premises on metered rates shall be the greater of the flat rate for Multiple Dwelling Units provided in this Schedule times the number of dwelling units or the metered rates.

### 3. MISCELLANEOUS CHARGES

Testing a Meter as Provided in Section 703	
Water Utility Bylaw, 1994, No. 6417	Fee
For meters 50 mm and smaller	\$ 375.00
For meters over 50 mm	\$ 536.00

**4. DATE OF PAYMENT AND PENALTIES**

**4.1 For Flat Rate (un-metered premises)**

Rates set out above shall be due on the last business day in February each year.	
A penalty of 5% shall be added to rates that are not paid on or before the last business day of February	penalty 5%
and a further penalty of 5% shall be added to rates that are not paid on or before the last business day of April in the year the rates are due.	penalty + 5%

**4.2 For Metered Premises**

A penalty of five percent (5%) shall be added to rates which are not paid on or before the due date as indicated on metered account bills.	penalty 5%
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## SCHEDULE J

### SEWER AND DRAINAGE UTILITY SERVICES FEES

*Sewerage and Drainage Utility Bylaw, 1995, No. 6746*

#### 2024 CONNECTIONS AND SEVERANCE FEES

<b>1. SANITARY CONNECTION</b>	
Size	Fee
Standard 100 mm Replacement or Relining	\$ 8,600.00
> 100 mm	at cost with a minimum charge equal to the standard fee
Inspection Chamber	\$ 2,680.00
Private Sewer Connection Inspection and Certification Deposit	\$ 2,680.00
Sanitary Severance	\$ 1,290.00

<b>2. STORM CONNECTION</b>	
Size	Fee
Standard 150 mm Replacement or Relining	\$ 6,900.00
> 150 mm	at cost with a minimum charge equal to the standard fee
Inspection Chamber	\$ 2,680.00
Storm Sewer Extension and Connection for Single Unit Developments exceeding \$150,000 and excluding subdivision	per linear metre based on the total width of the lot serviced \$ 1,340.00
Storm Severance	\$ 1,290.00
Off-Site Stormwater Management Facility Fees	per sq. m of premises lot area or at cost to provide works on public property \$ 34.00



Storm Collection System Ditch Culvert	per linear metre based on Construction the length of the culvert pipe	\$ 270.00
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**2024 SEWER AND DRAINAGE RATES**

The following rates shall apply to all real property used for one or more of the following purposes and from which there is a connection to the sewer systems of the City:

<b>1. SANITARY SEWER</b>	<b>2024 Rates per year</b>
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<b>1.1 Annual Sewer Parcel Tax</b>	\$ -
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**1.2 Flat Rates (un-metered premises)**

Single Unit Dwelling	\$ 637.00
Duplexes (including infills) per unit	\$ 590.00
Multiple Unit Dwellings (including extra living units within single unit dwellings, apartments, condominiums, garden apartments and coach houses)	for each dwelling \$ 397.00
Stores, offices, other commercial premises not elsewhere designated; Churches and Public Halls	per fixture \$ 155.00
Minimum charge for any service is	\$ 637.00
Rate surcharge for combined connections	\$ 637.00

**1.3 Metered Rates**

For commercial and industrial properties, hospitals and schools served by water meters the following scale of charges shall apply:

Per cubic metre	\$ 2.5901
A minimum bill for 30 cubic metres per month will be charged if a lesser quantity or no water is consumed.	
Rate surcharge for combined connections	per cubic metre \$ 2.5901

**1.4 GVS & DD Special Industrial User Charge**

Where the owner or occupier of a parcel of real property is a special industrial user, that owner or occupier shall pay to the municipality for the use of the sewerage system the greater of:

- A. the charges payable under this Schedule, 2024 Sewer and Drainage Rates, Section 1, Subsections 1, 2 and 3; or
- B. the GVS & DD special industrial user charge as determined by the GVS & DD for that owner or occupier, prorated if necessary for monthly or quarterly billings.

**1.5 Charges for Contaminated Groundwater Discharges to Sanitary Sewer**

Ground Water Discharges	per m <sup>3</sup> \$ 0.38
or as determined by the GVS & DD.	

**1.6 Metered Charges for Mixed Use Premises**

The charge for Mixed Use Premises on metered rates shall be the greater of the flat rate for Multiple Dwelling Units provided in this Schedule times the number of dwelling units or the metered rates.

**1.7 Sewer Use Charges**

Users having a metered water service, who return less than 40% of water purchased to the sanitary sewer system, may make application to the Director of Finance for a Flat Rate Sewer charge based on their number of plumbing fixtures discharging into the sewer outlet of the premises, together with a charge of \$400 per million dollars of taxable assessment.

Applications for flat rate sewer charges must be received prior to December 1 of the year of application, and must include a full description of water usage and the total number of fixtures on the property, as described in this Schedule, 2024 Sewer and Drainage Rates.

The Director of Finance will examine each application and the supporting documentation and may visit the site to ensure that the conditions described are representative of a complete year’s usage and that the total number of fixtures is accurate.

The Director of Finance will either reject the application providing reasons, or approve a Flat Rate charge. This charge, if approved, will be billed annually.

Any user rate so adjusted will be subject to periodic review by the Director of Finance and may, at any time, be returned to a user rate based on metered water consumption and the applicant so notified.

In no case shall the annual charge for a sewer-user having a metered water connection be less than the rate for a Single Unit Dwelling

**1.8 Date of Payment, Penalties and Surcharge Fees**

<b>A. For Flat Rate (un-metered premises)</b>		
Rates set out above shall be due on the last business day in February each year.		
A penalty of 5% shall be added to rates that are not paid on or before the last business day of February	penalty	5%
<b>and</b> a further penalty of 5% shall be added to rates that are not paid on or before the last business day of April in the year the rates are due.	penalty	+ 5%
A 100% surcharge fee will be applied to any sewer connections with combined storm drainage inflow to a sanitary connection contrary to City bylaws. The surcharge would be applied at the discretion of the City Engineer a minimum of 6 months following notification, and would be applied to the annual bill until the combined inflow is separated.	surcharge	100%
<b>B. For Metered Premises</b>		
A penalty of 5% shall be added to rates that are not paid on or before the due date as indicated on metered account bills.	penalty	5%
A 100% surcharge fee will be applied to the unit rate for any sewer connections with combined storm drainage inflow to a sanitary connection contrary to City bylaws. The surcharge would be applied at the discretion of the City Engineer a minimum of 6 months following notification, and would be applied to the annual bill until the combined inflow is separated.	surcharge	100%

## 2. STORM DRAINAGE

The Storm Drainage Levy is based on the taxable assessment of a property and is charged on the following classes per thousand dollars of taxable assessment based on the BC Assessment assessed value of:

- Residential
- Utility
- Major Industry
- Light Industry
- Business
- Recreation/non-profit

and is included on the Property Tax Notice payable annually in July of each year as set by Council.

### 2.2 Storm Drainage Charges

2.1 A user, who is aggrieved by the application of this Schedule, 2024 Sewer and Drainage Rates, Section 2, Subsection 1 to a specific parcel, may make application to the City Engineer, in writing, stating the basis for the complaint. The City Engineer will respond, in writing, to the applicant's concern outlining any appropriate adjustment that may be authorized.

### 2.3 Penalty

5% penalty will be added to the balance owed if unpaid by the end of the first working day in July,	penalty	5%
and a further 5% penalty will be added to the balance owed if unpaid by the first working day of September.	penalty	+ 5%

## SCHEDULE K

### SOLID WASTE MANAGEMENT SERVICES FEES

<i>Solid Waste Management Service Bylaw, 1997, No. 6920</i>	
<b>Definitions</b>	
<b>Standard Residential Service</b>	
A maximum of two (2) garbage containers per dwelling unit collected every other week.	
<b>Green Can Collection Service</b>	
Weekly collection of a maximum total of six (6) Green Can designated containers, kraft bags and/or tied bundles of yard trimmings. With an additional maximum of twelve tags per household in a calendar year.	
<b>ANNUAL USER CHARGE</b>	
<b>Garbage</b>	<b>2024 Rates</b>
Per dwelling unit for single unit dwelling, duplex and infill	\$ 138.00
Per dwelling unit for secondary suite, coach house and multi-unit dwellings greater than 2 units	\$ 93.00
Per Residential garbage tag	\$ 6.00
Per Residential Green Can tag	\$ 6.00
<b>Green Can</b>	<b>2024 Rates</b>
Per dwelling unit for single unit dwelling, duplex and infill	\$ 165.00
Per dwelling unit for secondary suite, coach house and multi-unit dwellings greater than 2 units	\$ 100.00
<b>Eco Levy</b>	
<p>The Eco Levy is based on the taxable assessment of a property and is charged on the following classes per thousand dollars of taxable assessment based on the BC Assessment assessed value of:</p> <ul style="list-style-type: none"> <li>Residential</li> <li>Utility</li> <li>Major Industry</li> <li>Light Industry</li> <li>Business</li> <li>Recreation / non-profit</li> </ul> <p>and is included on the Property Tax Notice payable annually in July of each year as set by Council.</p>	

**PENALTY**

A 5% penalty will be added to the balance owed if unpaid by the end of the first working day in July,		penalty	5%
and a further penalty of 5% penalty will be added to the balance owed if unpaid by the first working day of September.		penalty	+ 5%

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9034

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

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

1. This Bylaw shall be known and cited for all purposes as “**Street and Traffic Bylaw, 1991, No. 6234, Amendment Bylaw, 2024, No. 9034**” (Fees and Charges).
2. “Street and Traffic Bylaw, 1991, No. 6234” is amended as follows:
  - A. In the Table of Contents, Part 17, by deleting Schedule F.
  - B. In section 510 – Special Parking Privileges, by deleting subsection .2(b) and replacing it with the following:

.2(b) a shared vehicle organization which applies for such an exemption and pays an annual application fee set out in Schedule H to the “Fees and Charges Bylaw, 2024, No. 9000” per shared vehicle in the shared vehicle organizations’ fleet of shared vehicles.
  - C. In section 520 – Transportation Network Services, by deleting subsection .3 and replacing it with the following:

.3 The City Engineer may issue a Congestion and Curbside Management Permit to a Transportation Network Services provider for the fee set out in Schedule H to the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time, which fee may vary among vehicle types, and which fee shall be payable monthly at the end of each month in a manner satisfactory to the City Engineer. No permit shall be required for Accessible Passenger Directed Vehicles used by a Transportation Network Services provider.
  - D. In section 822 – E-Bike Share Services, by deleting subsection .4 replacing it with the following:

.4 The City Engineer may issue an E-Bike Share Permit to an E-Bike Share Service for the fee set out in Schedule H to the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time, which fee may vary based on the total number of E-Bikes deployed in a fleet by the E-Bike Share Service and which fee shall be payable prior to being issued a permit in a manner satisfactory to the City Engineer.
  - E. In section 822 – E-Bike Share Services, by deleting subsection .5 replacing it with the following:

.5 Successful applicants for the E-Bike Share Permit must pay a performance deposit set out in Schedule H to the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time, prior to being issued a permit. The performance deposit fee is refundable, less any deductions.

- F. In section 1503 – Fees, by deleting the first paragraph and replacing it with the following:

The fees payable for permits issued pursuant to this Bylaw are set out in Schedule H to the “Fees and Charges Bylaw, 2024, No. 9000”.

- G. By deleting Schedule F – Fees in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER



**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9035**

**A Bylaw to Amend “Sign Bylaw, 1992, No. 6363”**

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 **“Sign Bylaw, 1992, No. 6363, Amendment Bylaw, 2024, No. 9035” (Fees and Charges)**.
2. “Sign Bylaw, 1992, No. 6363” is amended as follows:
  - A. In the Table of Contents, by deleting “14.0 Fees and Charges” and renumbering subsequent sections.
  - B. In section 6.1 – Application for a Sign Permit, by deleting subsection (d) and replacing it with the following:
    - (d) Every applicant shall apply in writing to the Building Inspector on a form provided, with the requisite fees as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - C. By deleting section 14 – Fees and Charges in its entirety and renumbering subsequent sections.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9036**

**A Bylaw to Amend “Board of Variance Application Fee Bylaw, 1994, No. 6523”**

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 **“Board of Variance Application Fee Bylaw, 1994, No. 6523, Amendment Bylaw, 2024, No. 9036” (Fees and Charges)**.
2. “Board of Variance Application Fee Bylaw, 1994, No. 6523” is amended as follows:
  - A. By deleting Section 2. and replacing it with the following:
    2. A person making application to the Board of Variance shall at the time of filing the application, pay to The Corporation of the City of North Vancouver a fee as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000” as a prerequisite to the processing of such application.
  - B. By deleting Section 3. and replacing it with the following:
    3. If the application is withdrawn prior to a hearing, a refund as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000” may be returned to the applicant.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9037

### A Bylaw to Amend “Parks Regulation Bylaw, 1996, No. 6611”

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 “**Parks Regulation Bylaw, 1996, No. 6611, Amendment Bylaw, 2024, No. 9037**” (Fees and Charges).
2. “Parks Regulation Bylaw, 1996, No. 6611” is amended as follows:
  - A. In Section 1401 – Parks and Greenways Donation Program, by deleting subsection 1.2. and replacing it with the following:
    - 1.2. Donation Items consist of site furnishings, trees and other items as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000”, as well as an associated commemorative plaque (if applicable).
  - B. In Section 1401 – Parks and Greenways Donation Program, by deleting subsection 2.2.3 and replacing it with the following:
    - 2.2.3 Payment in full of the current fee for the donation item (as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000”) is received after the location is approved by the Manager, Parks and Environment. An income tax receipt will be issued at the time of payment if requested.
  - C. In Section 1401 – Parks and Greenways Donation Program, by deleting subsection 3.2. and replacing it with the following:
    - 3.2. The fee for a donation item covers the procurement and installation of a new donation item for a ten (10) year donation term as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000”.
  - D. In Section 1401 – Parks and Greenways Donation Program, by deleting subsection 3.5. and replacing it with the following:
    - 3.5. The cost of the renewal term will be equal to the cost of the same or equivalent donation item as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000” at the future renewal date.

- E. In Section 1401 – Parks and Greenways Donation Program, by deleting Donation Catalogue: Proposed Items and Fees in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9038

**A Bylaw to Amend “Development Procedures Bylaw, 2001, No. 7343”**

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 **“Development Procedures Bylaw, 2001, No. 7343, Amendment Bylaw, 2024, No. 9038” (Fees and Charges)**.
2. “Development Procedures Bylaw, 2001, No. 7343” is amended as follows:
  - A. In Section 6 – Delegation of Council Powers, by deleting subsection (e) and replacing it with the following:
    - (e) An owner of land whose Development Permit application or Minor Development Variance Permit application is subject to this section may, at any time following application submission or within 10 business days following being notified in writing of the Director of Planning and Development’s decision on their application, request Council reconsideration of their application by giving notice in writing to the Corporate Officer setting out the grounds for Council consideration, provided the owner has paid the applicable fee as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - B. By deleting Schedule “A” in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9039

### A Bylaw to Amend “Construction Regulation Bylaw, 2003, No. 7390”

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 “**Construction Regulation Bylaw, 2003, No. 7390, Amendment Bylaw, 2024, No. 9039**” (Fees and Charges).
2. “Construction Regulation Bylaw, 2003, No. 7390” is amended as follows:
  - A. In the Table of Contents, by deleting Part 16 – Schedules.
  - B. In section 7.3.3, by deleting subsection (c) and replacing it with the following:
    - (c) if the *Applicant* is indebted to the City for fees due as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”; or
  - C. In section 7.4, by deleting subsection (b) and replacing it with the following:
    - (b) Payment of fees as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”.
  - D. In section 8.2.1, by deleting subsection (a) and replacing it with the following:
    - (a) they are non-transferable, unless an application for a transfer is received and accepted by a *Building Official* and the appropriate fee required is paid, as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”;
  - E. In section 8.3.2, by deleting subsection (b) and replacing it with the following:
    - (b) such application is accompanied with a permit renewal fee of 10% of the original permit fee, but not less than the minimum fee as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”.
  - F. In section 8.4.2, by deleting subsection (b) and replacing it with the following:
    - (b) such application is accompanied by an application renewal fee as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”.
  - G. In section 8.10.2, by deleting the first paragraph and replacing it with the following:

8.10.2 No person, unless authorized by the Building Official, shall erect or place a temporary *building* without first entering into an agreement with the City and providing the required security deposit as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”;

- H. In section 14.1, by deleting subsection (a) and replacing it with the following:
  - (a) Other fees and deposits for each *permit* are set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”.
- I. By deleting Schedule “A” – Fees and Deposits in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9040**

**A Bylaw to Amend “Wharf Regulation Bylaw, 2005, No. 7665”**

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 **“Wharf Regulation Bylaw, 2005, No. 7665, Amendment Bylaw, 2024, No. 9040” (Fees and Charges)**.
2. “Wharf Regulation Bylaw, 2005, No. 7665” is amended as follows:
  - A. In the Table of Contents, by deleting 12 E – Moorage Fees.
  - B. In Section 804 – Public Moorage Fees Applicable to Wharves, by deleting subsection (a)(1) and replacing it with the following:
    - (a) St. Roch Dock
      - (1) Every owner or operator of a Vessel or Watercraft moored at the Wharf shall pay in advance the Moorage Fee as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000” immediately upon mooring the Vessel or Watercraft to the Wharf and prominently display a valid ticket or license to moor the Vessel or Watercraft at the window of a wheelhouse of a powerboat or sailboat.
  - C. In Section 804 – Public Moorage Fees Applicable to Wharves, by deleting subsection (b)(1) and replacing it with the following:
    - (b) Goldsworthy Pier, Burrard Dry Dock Pier, St. Roch Dock exceeding 3 hours:
      - (1) Every owner or operator of a Vessel or Watercraft moored at the Wharf exceeding three (3) hours shall pay in advance the Moorage Agreement Fee as set out in Schedule E of “Fees and Charges Bylaw, 2024, No. 9000” immediately upon mooring the Vessel or Watercraft to a Wharf.

D. By deleting Schedule “E” – Moorage Fees in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July,  
2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9041

**A Bylaw to Amend “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931”**

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 “**Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931, Amendment Bylaw, 2024, No. 9041**” (Fees and Charges).
2. “Rental Premises Standards of Maintenance and Prevention of Nuisances Bylaw, 2008, No. 7931” is amended as follows:
  - A. In Part 5 – Nuisances, by deleting subsection 40.(a) and replacing it with the following:
    40. Repeat Nuisance Service Calls
      - (a) Where police or *City* officials have been required to respond to three (3) or more *nuisance service calls* for a single *residential premises* within a twelve (12) month period in response to or for the abatement of nuisance conduct, activity or condition, the *City* may impose upon the *owner* of that *residential premises* an *excessive nuisance abatement fee* as set out in “Schedule B of the Fees and Charges Bylaw, 2024, No. 9000” for each additional *nuisance service call* responded to at that *residential premises* within the twenty-four (24) month period following the *Inspector’s* notice referred to in Section 40.(b).
  - B. By deleting Appendix “A” in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9042

### A Bylaw to Amend “Subdivision and Development Control Bylaw, 2010, No. 8014”

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 “**Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2024, No. 9042**” (Fees and Charges).
2. “Subdivision and Development Control Bylaw, 2010, No. 8014” is amended as follows:
  - A. In PART 5 – APPLICATION, by deleting Section 502 and replacing it with the following:

502 Applications for conditional approval shall be submitted to the Approving Officer on the prescribed form accompanied by the fee as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”. The application form is to be signed by the Owner.
  - B. In PART 5 – APPLICATION, by deleting Section 506 and replacing it with the following:

506 Prior to the issuance of any building permit, the Owner shall provide a refundable security deposit for damage to public facilities. The value of the security deposit shall be determined in accordance with Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - C. In PART 6 – APPROVALS, by deleting Section 602 and replacing it with the following:

602 A letter requesting subdivision plan approval shall be accompanied by the appropriate fee as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - D. In PART 7 – SERVICING REQUIREMENTS, by deleting Section 703 and replacing it with the following:

703 Non-Residential Renovations

The securities and servicing provisions for non-residential renovation developments for this bylaw apply as follows:

    1. Up to \$200,000 construction value:
      - a. Security/Property Damage Deposit as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000” may be required.

2. Renovations between \$200,000 and \$600,000 construction value:
  - a. Necessary utility and public realm upgrades as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000” to a maximum of 10% of the construction value of the building permit as determined by the Chief Building Official, and
  - b. Security/Property Damage Deposit as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
3. Renovations over \$600,000 construction value:
  - a. All required Works according to Schedule A, and
  - b. Security/Property Damage Deposits as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
4. Full redevelopment:
  - a. All required Works according to Schedule A, and
  - b. Security/Property Damage Deposits as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.

Notwithstanding the preceding in Section 703, all non-residential developments shall provide all utility upgrades necessary to service its intended use according to Schedule A.

- E. In PART 7 – SERVICING REQUIREMENTS, by deleting Section 704 and replacing it with the following:

704 Residential Renovations

The securities and servicing provisions for residential renovation developments for this bylaw apply as follows:

1. Up to \$200,000 construction value – Security/Property Damage Deposit as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
2. Renovations between \$200,000 and \$600,000 construction value:
  - a. Necessary utility upgrades as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000” to a maximum of 5% of the construction value of the building permit as determined by the Chief Building Official, and
  - b. Security/Property Damage Deposit as set out in Schedule D of the “Fees and Charges Bylaw, 2024, No. 9000”.
3. Renovations over \$600,000 construction value:
  - a. All required Works according to Schedule A, and
  - b. Security/Property Damage Deposits as set out in Schedule D to the “Fees and Charges Bylaw, 2024, No. 9000”.



4. Full redevelopment:

- a. All required Works according to Schedule A, and
- b. Security/Property Damage Deposits as set out in Schedule D of the "Fees and Charges Bylaw, 2024, No. 9000".

Notwithstanding the preceding in Section 704, all coach houses and other new residential infill structures shall provide all utility upgrades necessary according to Schedule A.

- F. In PART 8 – COMPLETION OF WORKS, by deleting Section 803 4.d., and replacing it with the following:

803 Where works and services are to be installed on the property to be developed without City Inspection prior to the signing of a subdivision plan, the installed works and services shall not be connected to the City's works, services or utilities, and the City shall not accept the works and services installed on-site until:

- 4. The Owner has entered into an agreement with the City, in which he covenants and agrees to:
  - d. Pay to the City all administration fees as set out in Schedule D of the "Fees and Charges Bylaw, 2024, No. 9000" all fees and legal costs incurred by the City in accepting and taking over such works and services.

- G. In PART 9 – BYLAW SCHEDULES, by deleting Section 901 and replacing it with the following:

901 The following is a list of schedules attached hereto and which form a part of this Bylaw:

- Schedule A Required Works
- Schedule B Form of Servicing Agreement
- Schedule C Design Criteria, Specifications and Standard Drawings
- Schedule D Deleted
- Schedule E Highway Classification Map

H. By deleting Schedule D – FEES AND DEPOSITS in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July,  
2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9043**

**A Bylaw to Amend “Life Safety Upgrade Bylaw, 2011, No. 8090”**

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 **“Life Safety Upgrade Bylaw, 2011, No. 8090, Amendment Bylaw, 2024, No. 9043” (Fees and Charges)**.
2. “Life Safety Upgrade Bylaw, 2011, No. 8090” is amended as follows:
  - A. In Part 4 – Life Safety Upgrade Permit, by deleting subsection 403 and replacing it with the following:
    - 403 The fee payable for the issuance of a Life Safety Upgrade Permit as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9044

### A Bylaw to Amend “North Vancouver Cemetery Bylaw, 2011, No. 8109”

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 “**North Vancouver Cemetery Bylaw, 2011, No. 8109, Amendment Bylaw, 2024, No. 9044**” (Fees and Charges).
2. “North Vancouver Cemetery Bylaw, 2011, No. 8109” is amended as follows:
  - A. In PART 1 – INTERPRETATION, by deleting “SCHEDULE A – NORTH VANCOUVER CEMETERY FEES”.
  - B. In Section 1.3 – Definitions, by deleting the definition for “FEES” and replacing it with the following:

**FEES** means the amount to be paid to the City as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time (resident and non-resident fees);
  - C. By deleting Section 5.2 – Transfer of Right of Interment and replacing it with the following:

A right of interment for any unused lots may be transferred to a family member at the discretion of the City. The right holder or executor must submit this request in writing and the original right of interment must be surrendered to the City. An administration fee as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000” may be applicable to cover the additional administrative costs associated with the transfer of a right of interment.
  - D. In Section 5.3 – Cancellation of Right of Interment, by deleting subsections a) and b) and replacing them with the following:
    - a) If the lot was purchased on or before June 18, 2006:

The amount refunded will equal 75% of the fees set out in North Vancouver Cemetery Bylaw No. 7667 for the resident lot fee (lot license) and less the administration fee as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time.
    - b) If the lot was purchased on or after June 19, 2006:

The amount refunded will equal the amount paid for the lot fee (lot license) less the administration fee as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”, as amended from time to time.

- E. In Section 6.1 – General Interment Information, by deleting subsection b) and replacing it with the following:
- b) An Interment may be made within the Cemetery after:
    - i. the representative has completed and duly signed an interment authorization;
    - ii. the required information as deemed necessary by the CIFSA has been provided to the City; and
    - iii. all applicable fees have been paid as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- F. In Section 6.4 – Columbarium Interments, by deleting subsection a) and replacing it with the following:
- a) Subject to the requirements of this Bylaw, the City will grant a right of interment for up to four columbarium niches which may be used for the immediate interment of cremated remains or for future use providing that all applicable fees have been paid as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- G. In Section 7.1, by deleting subsection d) and replacing it with the following:
- d) the applicable fees have been paid to the City as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- H. By deleting Section 8.1 – Fees and Prices and replacing it with the following:
- Any person who applies for issuance, disposition, surrender, or cancellation of a right of interment or memorial permit or who requests or orders any product or service under this Bylaw set out in Schedule “A”, must pay the fee or price set out in Schedule “A” at the time of making such application, request or order and in accordance with any requirements set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- I. In Section 8.3 – Care Fund, by deleting subsection b) and replacing it with the following:
- b) The amount to be transferred to the care fund will be specified on all applicable receipts for right of interment and on the interment right contract as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- J. In Section 10.3 – In-ground Flower Vases, by deleting subsection a) and replacing it with the following:
- a) All in-ground vases must be purchased from the City and fees paid as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000”.
- K. By deleting Schedule A – North Vancouver Cemetery Fees in its entirety.

- L. In Schedule B – General Memorial Information, by deleting subsection a) and replacing it with the following:
- a) Memorials may only be installed, removed or modified in the Cemetery after a memorial permit has been issued by the City. The memorial permit fee as set out in Schedule G of the “Fees and Charges Bylaw, 2024, No. 9000” must be paid before the permit is issued.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9045**

**A Bylaw to Amend “Dog Tax and Regulation Bylaw, 2010, No. 8113”**

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 **“Dog Tax and Regulation Bylaw, 2010, No. 8113, Amendment Bylaw, 2024, No. 9045” (Fees and Charges)**.

2. “Dog Tax and Regulation Bylaw, 2010, No. 8113” is amended as follows:

A. In ANNUAL LICENSE FEES, REGULATIONS AND OFFENCES, by deleting Section 4. and replacing it with the following:

4. Where an Owner has a valid dog licence issued by another municipality, including the City of Vancouver, on surrender of such Licence to the Collector and pays a fee specified in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, the Owner shall receive a replacement Licence for the current year.

A reduced fee for replacement of a Licence issued in another municipality shall not apply to a Dog declared vicious or dangerous in another municipality and the full Licence amount specified in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000” shall apply to such Dog.

Every Owner shall pay to the Collector an annual Licence fee as specified in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.

Except that in the case of an Assistance Dog to which a Licence shall, upon application, be issued without charge.

PROVIDED that the Licence fee shall be fifty (50) percent of the annual amount in cases where an owner provides proof to the satisfaction of the Collector that the Dog, on or after September 1<sup>st</sup> in the current year, reached the licensing age of four (4) months, or was brought into the City of North Vancouver from outside the Province of British Columbia.

B. In ANNUAL LICENSE FEES, REGULATIONS AND OFFENCES, by deleting Section 5. and replacing it with the following:

5. A duplicate license tag may be obtained from the Collector upon payment of an amount specified in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.

C. In KENNEL REGULATIONS AND OFFENCES, by deleting Section 7. and replacing it with the following:

7. No person shall keep or maintain a kennel without first having applied for and obtained a kennel license. The application for such license shall be accompanied by the sum specified in Schedule F of the “Fees and Charges

Bylaw, 2024, No. 9000”, which shall be in addition to any other fee provided for by this bylaw.

D. In SEIZURE AND IMPOUNDING FEES, REGULATIONS AND OFFENCES, by deleting Section 17. and replacing it with the following:

17. Subject to the provisions of any other section of this Bylaw, the owner of an impounded dog may be served with Bylaw Notice(s) or Municipal Ticket Information(s) in addition to the impoundment of the dog. The owner of an impounded dog may reclaim the same on application to the Animal Control Officer and on proof of ownership and the payment of the fees and expenses incurred in impounding and maintaining such dog as specified in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9046

### A Bylaw to Amend “Business Licence Bylaw, 2018, No. 8640”

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 “**Business Licence Bylaw, 2018, No. 8640, Amendment Bylaw, 2024, No. 9046**” (Fees and Charges).
2. “Business Licence Bylaw, 2018, No. 8640” is amended as follows:
  - A. In PART 2 – INDEX, by deleting Schedule “B” Fees.
  - B. In PART 2 – INDEX, by deleting Schedule “C” Fees.
  - C. In Section 405 – Licence Fees, by deleting subsection (1) and replacing it with the following:
    - (1) The application form shall be delivered to the Inspector and shall be accompanied by the fee as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - D. In Section 406 – Licence, by deleting subsection (2) and replacing it with the following:
    - (2) Licence and fee classifications shall be as listed in Schedules “A” of this Bylaw and Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, as an integral part of this Bylaw.
  - E. In Section 406 – Licence, by deleting subsection (3) and replacing it with the following:
    - (3) The fee payable by any Person carrying on, maintaining, owning or operating within the municipality, any Business, trade, occupation, Profession, calling, undertaking or thing included in Schedule “A” of this Bylaw and Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, and all like classifications not hereinbefore enumerated, shall be as set out in Schedule “A” of this Bylaw and Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - F. In Section 406 – Licence, by deleting subsection (5) and replacing it with the following:
    - (5) The fee payable in respect of a change in the location of the premises authorized by the Inspector, shall be as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - G. In Section 407 – Licence to Operate Necessary, by deleting the paragraph and replacing it with the following:

No Person shall carry on, within the Municipality, any Business unless they are the holder of a valid and subsisting Licence issued to them under this Bylaw by the Inspector, and shall have paid in advance therefore, to the Inspector, the sum as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000” and it shall be incumbent upon each Person to renew such Licence prior to the beginning of each licensing period as long as such Business is being carried on.

- H. In Section 412 – Licence Transfer Fees, by deleting the paragraph and replacing it with the following:

The fee payable in respect of any transfer of a Licence shall be as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.

- I. In Section 415 – Licence Renewal, by deleting the paragraph and replacing it with the following:

On or before the day before the Anniversary Date of a Business Licence, the Licence holder shall renew their Business Licence for the following 12 month period, in the form established by the Inspector and accompanied by payment of the applicable licence fee set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.

- J. In Section 521 – Inter-municipal Business Licences, by deleting subsection (3)(e) and replacing it with the following:

(e) The Person pays the applicable Inter-municipal Business Licence fee set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000” for each Inter-municipal Business Licence.

- K. By deleting Schedule “B” – FEES in its entirety.

- L. By deleting Schedule “C” – FEES in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9047

### A Bylaw to Amend “Fire Bylaw, 2021, No. 8852”

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 “**Fire Bylaw, 2021, No. 8852, Amendment Bylaw, 2024, No. 9047**” (Fees and Charges).
2. “Fire Bylaw, 2021, No. 8852” is amended as follows:
  - A. In Section 4.13, by deleting subsection (e) and replacing it with the following:
    - (e) A functional demonstration of an Alternate Solution may be requested by the Fire Department at any time in which case the Owner of the property must pay the applicable fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000” for the attendance and review by the Fire Department.
  - B. By deleting Section 4.17 and replacing it with the following:

4.17 An Owner(s) or Owner’s Authorized Agent must at the time of Building Permit application submit a Construction Fire Safety Plan for review and acceptance in a form and diagram template acceptable to the Fire Chief together with the Construction Fire Safety Plan review fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - C. In Section 4.19, by deleting subsection (a) and replacing it with the following:
    - (a) Submit updates to the Construction Fire Safety Plan to the Fire Department for review and acceptance together with the applicable fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”; and
  - D. In Section 4.21, by deleting subsection (a) and replacing it with the following:
    - (a) Where required to have a Fire Safety Plan per the Fire Code, submit the plan for review and acceptance in a form and diagram template acceptable to the Fire Chief together with the Fire Safety Plan review fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”;
  - E. In Section 4.21, by deleting subsection (c) and replacing it with the following:
    - (c) Forward any changes in the use, design or Life Safety Systems to the Fire Department for review and acceptance together with the Fire Safety Plan review fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”; and

- F. By deleting Section 4.22 and replacing it with the following:
- 4.22 The Owner(s) or Owner's Authorized Agent of any Building required by the Fire Code to have a Fire Safety Plan must, on the request of the Fire Chief, provide Building pre-plan information, including floor plans and diagrams showing the type and location of any Building service, Fire Protection Equipment, Fire Department connection, fire hydrant, Fire Department Access Route and Hazardous Materials storage or processing, in a form prescribed by the Fire Chief, and must pay the review fee as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000".
- G. In Section 5.14, by deleting subsection (b) and replacing it with the following:
- (b) Where a site inspection is required to confirm that mitigation measures are in place during construction and/or demolition, pay the applicable fee as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000"; and
- H. By deleting Section 6.22 and replacing it with the following:
- 6.22 Inspection is required to confirm operation of smoke control systems and fire dampers, and the Owner(s) or Owner's Authorized Agent must pay the applicable fee as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000".
- I. In Section 6.85, by deleting subsection (f) and replacing it with the following:
- (f) All prescribed fees for Special Events as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000" have been paid.
- J. By deleting Section 6.94 and replacing it with the following:
- 6.94 A functional demonstration of the Integrated Test may be required by the Fire Department and the owner of the property must pay the applicable fee as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000".
- K. By deleting Section 7.1 and replacing it with the following:
- 7.1 Every person who requests any Permits, inspections and services from the Fire Department listed in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000" must pay the applicable fee unless otherwise exempted under this bylaw.
- L. By deleting Section 7.2 and replacing it with the following:
- 7.2 Payment of a fee or charge under this bylaw or Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000" does not relieve a person from an obligation to pay any fee or charge prescribed under another enactment.
- M. By deleting Section 7.3 and replacing it with the following:
- 7.3 Where a special inspection is required to determine compliance with the Fire Code and/or municipal bylaws, the applicant may be required to pay the fee as set out in Schedule B of the "Fees and Charges Bylaw, 2024, No. 9000".

- N. By deleting Section 7.4 and replacing it with the following:
- 7.4 Where a second and subsequent inspections are required to determine compliance with instructions noted on a Fire Department “Fire Inspection Violation Report”, the applicant must pay the re-inspection fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.
- O. By deleting Section 7.5 and replacing it with the following:
- 7.5 Every Owner of property which requires a Fire Department investigation and report pursuant to the Fire Services Act must pay the minimum fee for fire investigation services as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000” and, in addition, may have to pay other costs, including, but not limited to, overtime costs of fire investigators for an investigation lasting 4+ hours and/or requiring more than one fire investigator, tools/equipment/supplies that are lost, damaged or consumed as a result of Fire Department investigation or operations, and/or rentals of Fire Department equipment.
- P. By deleting Section 7.7 and replacing it with the following:
- 7.7 Comfort letter requests may be fulfilled on payment of the fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”. Additional fees may be charged for any requested on-site inspection to complete a comfort letter.
- Q. By deleting Section 7.13 and replacing it with the following:
- 7.13 Every person who receives an occupancy load certificate must pay to the Municipality the fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.
- R. By deleting Section 7.15 and replacing it with the following:
- 7.15 If as a condition of event approval, the Fire Chief requires any number of Members to inspect or attend at an event site for any time before, during or after the event, for any reason, the person applying to the Municipality for the event shall pay to the Municipality the fees as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.
- S. By deleting Section 7.17 and replacing it with the following:
- 7.17 Permit, inspection, and fire protection fees for the event must be paid to the Municipality as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.
- T. By deleting Section 7.19 and replacing it with the following:
- 7.19 Where an Owner or Occupier of premises fails to notify as required in section 7.18, such Owner or Occupier must pay the applicable fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

U. By deleting Section 7.20 and replacing it with the following:

7.20 The Owner or Occupier of premises must pay the applicable fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000” on the occurrence of a second False Alarm, or Nuisance Alarm, and for each subsequent False Alarm or Nuisance Alarm, respecting the premises occurring in a calendar year.

V. By deleting Section 9.10 and replacing it with the following:

9.10 Where an Order has been made pursuant to this bylaw, the Owner must pay applicable fees for inspection as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000” and if upon re-inspection, a Member determines that the Order has not been complied with, the Owner must pay the applicable fee for each additional inspection as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

W. By deleting Section 9.13 and replacing it with the following:

9.13 Every person who, without necessary cause or required Permit, sets a fire to which the Fire Department responds, or in any manner makes or causes to be made a False Alarm, or causes a fire, damage to property or injury to persons that can be attributed to the use of fireworks contrary to the “Fireworks Regulation Bylaw, 2005, No. 7677”, or to the unauthorized cultivation, processing, manufacturing or storage of a controlled substance contrary to the *Controlled Drugs and Substances Act* (Canada), SC 1996, c. 19, is deemed to have caused a nuisance in the community and, in addition to any fine or other penalty, as an extraordinary service fee is liable to compensate the Municipality for the actual costs and expenses incurred by the Fire Department in responding to the fire, False Alarm or unauthorized activity. The amount of the extraordinary service fee will be calculated in accordance with the rates as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

X. By deleting Section 9.16 and replacing it with the following:

9.16 Every person who is not a resident or ratepayer of the Municipality and who causes, directs, allows or suffers an incident attended by the Fire Department is liable to pay the Municipality for all costs and expenses incurred by the Fire Department in response to the incident as well as any fees imposed under Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.



- Y. In Appendix A – Definitions, by deleting the definition for “Fees and Charges Bylaw” and replacing it with the following:

“Fees and Charges Bylaw” means the “Fees and Charges Bylaw, 2024, No. 9000”, as amended or replaced.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9048**

**A Bylaw to Amend “Noise Control Bylaw, 2021, No. 8885”**

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 **“Noise Control Bylaw, 2021, No. 8885, Amendment Bylaw, 2024, No. 9048” (Fees and Charges)**.
2. “Noise Control Bylaw, 2021, No. 8885” is amended as follows:
  - A. In Schedule “B”, by deleting subsection (h) and replacing it with the following:
    - (h) a non-refundable application fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9049

### A Bylaw to Amend “Tree Bylaw, 2022, No. 8888”

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 **“Tree Bylaw, 2022, No. 8888, Amendment Bylaw, 2024, No. 9049” (Fees and Charges)**.
2. “Tree Bylaw, 2022, No. 8888” is amended as follows:
  - A. In Section 5. – Application for Tree Cutting or Removal Permit, by deleting the first paragraph of subsection A. and replacing it with the following:
    - A. An Owner, or a person acting on behalf of the Owner with written authorization of the Owner, may apply to the Director for a permit to cut or remove a tree by paying the non-refundable application fee set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000” and providing all of the following information:
  - B. In Section 7. – Tree Replacement and Compensation, by deleting subsection D. and replacing it with the following:
    - D. If, in the opinion of a Certified Arborist, the parcel from which trees are being cut or removed cannot accommodate some or all of the required replacement trees, the applicant shall pay cash-in-lieu to the City in the amount set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - C. In Section 7. – Tree Replacement and Compensation, by deleting subsection G. and replacing it with the following:
    - G. The Director must not issue a permit under 6. A. (1), (2), or (3) unless the applicant first pays to the City the ecological compensation fee, as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, for every tree to be cut or removed pursuant to the permit, except that the ecological compensation fee shall be reduced by \$750 for each additional replacement tree the applicant agrees to plant.
  - D. In Section 8. – Permit Conditions, by deleting subsection A. and replacing it with the following:
    - A. The Director must not issue a permit unless the applicant:
      - (1) Posts security for every replacement tree to be planted, in the amount set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, with the security to be returned to the person who provided it only if, at the end of the maintenance period, the Director is satisfied the tree(s) is healthy, and otherwise the security shall be forfeited to the City; and,

- (2) Pays to the City the inspection fee set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000”, to cover the City’s costs of carrying out inspections to determine whether replacement trees have survived the maintenance period.
- E. In Section 10. – Enforcement and Penalties for Contravention, by deleting subsection C.(1) and replacing it with the following:
  - (1) Pay a fee equal to 250% of the Ecological Compensation Fee as set out in Schedule F of the “Fees and Charges Bylaw, 2024, No. 9000” for every tree that has been cut, removed or damaged;
- F. By deleting SCHEDULE A – FEES AND SECURITY AMOUNTS in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9050**

**A Bylaw to Amend “Security Alarm Systems Bylaw, 2022, No. 8931”**

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 **“Security Alarm Systems Bylaw, 2022, No. 8931, Amendment Bylaw, 2024, No. 9050” (Fees and Charges)**.
2. “Security Alarm Systems Bylaw, 2022, No. 8931” is amended as follows:
  - A. In DEFINITIONS – Section 2., by deleting the definition for “False Alarm Fee” and replacing it with the following:

“False Alarm Fee” means the fee payable pursuant to section 12 of this Bylaw, as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”, as amended;
  - B. In False Alarm Fees, by deleting Section 12. and replacing it with the following:
    12. If the RCMP responds to a False Alarm, the Owner or Occupier of the Property on which the False Alarm occurred shall pay to the City the applicable fee as set out in Schedule B of the “Fees and Charges Bylaw, 2024, No. 9000”.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 9051**

**A Bylaw to Amend “Drinking Water Conservation Plan Bylaw, 2018, No. 8627”**

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 **“Drinking Water Conservation Plan Bylaw, 2018, No. 8627, Amendment Bylaw, 2024, No. 9051” (Fees and Charges)**.
2. “Drinking Water Conservation Plan Bylaw, 2018, No. 8627” is amended as follows:
  - A. In Schedule “B” – LAWN WATERING PERMIT APPLICATION FORM, by deleting “6383” in the subtitle and replacing it with “9000”.
  - B. In Lawn Watering Permit Conditions – New Lawns, by deleting item 7. and replacing it with the following:
    7. Fee: As per “Fees and Charges Bylaw, 2024, No. 9000”.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9052

### A Bylaw to Amend “Water Utility Bylaw, 1994, No. 6417”

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 **“Water Utility Bylaw, 1994, No. 6417, Amendment Bylaw, 2024, No. 9052” (Fees and Charges)**.
2. “Water Utility Bylaw, 1994, No. 6417” is amended as follows:
  - A. In PART 1 – TABLE OF CONTENTS, by deleting Schedule A.
  - B. In PART 1 – TABLE OF CONTENTS, by deleting Schedule B.
  - C. In Section 501 – Application for Water Service, by deleting subsection 2. and replacing it with the following:
    2. Before the laying of a private service pipe, the Owner of the premises to be served shall submit to the Engineer a written application for water service accompanied by the connection fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” and such other fees as may be applicable. The application shall state particulars of the location of the site, the type of structure erected or to be erected thereon, intended water use or uses, the required size, flow demand and location of the service pipe, and any other financial or engineering information requested by the Director of Finance or the Engineer required to establish water service.
  - D. In Section 501 – Application for Water Service, by deleting subsection 3. and replacing it with the following:
    3. Property developments may choose to reuse an existing water connection of 20 years or less at the City Engineer’s discretion, provided it is the correct size to meet flow requirements. The owner shall submit to the Engineer a written application for a water connection reuse accompanied by the fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - E. In Section 502 – Application to Sever Water Service, by deleting subsection 1. and replacing it with the following:
    1. Water service to a property may be severed upon application in writing by the Owner and on payment of the Severance Fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”, together with payment of any outstanding charges under this Bylaw to the date of application. Upon application to the Director of Finance, any prepaid rates will be pro-rated and the balance refunded.
  - F. In Section 507 – Temporary Water Service during Construction, by deleting subsection 2. and replacing it with the following:

2. Payment for water shall be in accordance with Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”. The Engineer may deem that a meter is required.
- G. In Section 507 – Temporary Water Service during Construction, by deleting subsection 3. and replacing it with the following:
3. Flat rates, as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”, shall be payable at the time the Building Permit is taken out for those buildings not having established metered water service.
- H. In Section 601 – Use of Water, by deleting subsection 2. and replacing it with the following:
2. Except for water cooled equipment units installed prior to February 1, 1973, no water user shall be permitted to install water cooling equipment units which are designed to discharge water into a sewer, or to waste water, without recirculation, where such units draw or can, collectively, draw in excess of 45 litres per minute from the domestic water supply. Where units drawing an aggregate of 45 litres or less per minute are installed, there shall be an imposed annual flat rate charge as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” for each such unit; such charge is not to be prorated. This charge shall be in addition to any other flat rate or meter charge for water supply.
- I. In Section 701 – Connection and Severance Fees, by deleting subsection 1. and replacing it with the following:
1. Applications for water service shall be accompanied by the connection fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”.
- J. In Section 701 – Connection and Severance Fees, by deleting subsection 2. and replacing it with the following:
2. Applications for water service severance shall be accompanied by the severance fee prescribed in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”.
- K. In Section 702 – Application for Shut-off or Turn-on, by deleting subsection 1. and replacing it with the following:
1. All applications for either the shutting off or turning on of water service to any premises shall be made in writing by the Owner to the Engineer. Applications to turn on will be accompanied by the fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” if water service has been shut off for more than 7 days.
- L. In Section 703 – Testing of Meters, by deleting subsection 1. and replacing it with the following:
1. The City will test a meter on written request of the Owner and upon deposit of the fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”. The Owner may be present at such test.

- M. In Section 705 – Adjustment for Leaks, by deleting subsection 4. and replacing it with the following:
4. The Director of Finance will recalculate the metered water utility fee for the most recent billing period by estimating the normal volume based on usage history and trends over the previous two years. The recalculated metered water utility fee will be the sum of the following:
    - (a) Normal volume multiplied by the unit rate as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”;
    - (b) Excess volume multiplied by 50% of the unit rate as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”;
- N. In Section 706 – Date of Payment, Discounts and Penalties, by deleting subsection 1. and replacing it with the following:
1. The date of payment, discounts and penalties are listed in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”.
- O. In Section 709 – Rebate for Unoccupied Premises, by deleting subsection 1. and replacing it with the following:
1. Other than for a shut-off there shall be no rebate for unoccupied premises including dwelling units unless and until an application for severance has been received and accompanied by the severance fee as set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” or until the premises, dwelling units or fixtures on which the charges are based are removed.
- P. In Section 710 – Levying Water Rates, by deleting subsection 1. and replacing it with the following:
1. The several fees, charges, and rates set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” shall be charged, imposed and levied for water supplied or furnished or ready to be supplied or furnished, under the provisions of this Bylaw. All such rates, service charges, fees and all other penalties and charges payable under this Bylaw shall be payable by the Owner to the City and may be recovered by the City as provided by the *Local Government Act*, and shall form a charge on the lands or premises in respect to which water is supplied or furnished, or is ready to be supplied or furnished, as aforesaid, to the occupants thereof.
- Q. In Section 711 – Sub-Metering and Allocation of Water Fees, by deleting subsections 1., 2. and 3. and replacing them with the following:
1. Unless a fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” 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 Section 711.3.
  2. Unless a fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” 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 Section 711.3.

3. Every strata corporation or rental property owner referred to in Sections 711.1 or 711.2 must collect a fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000” only on the following basis:
  - (a) a flat fee must be recovered on a flat fee basis with the invoice clearly showing:
    - (i) the flat fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”, and
    - (ii) the calculation of the amount owing;
  - (b) a metered fee must be recovered on a metered fee basis with the invoice clearly showing:
    - (i) the metered fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”,
    - (ii) the quantity of metered water in cubic metres, and
    - (iii) the calculation of the amount owing;
  - (c) a mark-up above the fee must:
    - (i) be provided on a separate line on the invoice,
    - (ii) identify the purpose of the mark-up, and
    - (iii) specify that the amount of the mark-up is not regulated by the City of North Vancouver;
  - (d) for a metered fee set out in Schedule I of the “Fees and Charges Bylaw, 2024, No. 9000”, the quantity of metered water 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 volumetric water measuring device.

R. By deleting SCHEDULE A – Water Services in its entirety.

S. By deleting SCHEDULE B – 2024 Water Use Rates in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9053

### A Bylaw to Amend “Sewerage and Drainage Utility Bylaw, 1995, No. 6746”

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 “**Sewerage and Drainage Utility Bylaw, 1995, No. 6746, Amendment Bylaw, 2024, No. 9053**” (Fees and Charges).

2. “Sewerage and Drainage Utility Bylaw, 1995, No. 6746” is amended as follows:

A. In PART 1 – TABLE OF CONTENTS, by deleting Schedule A.

B. In PART 1 – TABLE OF CONTENTS, by deleting Schedule B.

C. In PART 6 – ESTABLISHING & SEVERING SANITARY & STORM DRAINAGE SERVICES, by deleting the paragraph and replacing it with the following:

Where Premises currently do not have a storm system Service Pipe, new service pipes shall be provided at the unit rate as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”.

D. In Section 601 – Application for Service, by deleting subsection 1. and replacing it with the following:

1. Before the laying of private service pipe(s), the Owner of the premises to be served shall submit to the Engineer a written application for service accompanied by the application connection fee(s) as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”. The application shall state particulars of the location of the site, the type of pavement and structure erected or to be erected thereon, and the required size and location of the service pipe(s). Sanitary waste meets the regulations pursuant to the *Greater Vancouver Sewerage and Drainage District Act* governing the admission of wastes into sewers. The Director of Finance or Engineer may ask, and shall receive, any information in such detail and form as they may deem appropriate.

E. In Section 601 – Application for Service, by deleting subsection 3. and replacing it with the following:

3. Property developments (including renovations) between \$50,000 and \$150,000 in value may choose not to install new sanitary private service pipes but shall be required to perform a private service pipe inspection to identify any defects or sources of inflow and infiltration. Property developments between \$150,000 and \$250,000 in value may choose not to install new sanitary private service lines, but shall be required to perform a sanitary private service line upgrade to reduce inflow and infiltration. The owner shall submit to the Engineer a written application for a sanitary connection upgrade accompanied by the fee as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”. All

developments over \$250,000 refer to the Subdivision and Development Control Bylaw.

- F. In Section 602 – Application to Sever, by deleting subsection 1. and replacing it with the following:
  - 1. Before the severing of a private service pipe, the Owner of the premises shall submit to the Engineer a written application for the severance of the service accompanied by the appropriate severance fee as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”, together with payment of any outstanding charges under Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000” to the date of application. Upon application to the Director of Finance, any prepaid rates will be pro-rated and the balance refunded.
  
- G. In Section 701 – General, by deleting subsection 3. and replacing it with the following:
  - 3. Stormwater Management Facilities located on private property, as required by the Subdivision and Development Control Bylaw, shall be the responsibility of the Owners to maintain and ensure good functioning order. Should the Owner be unable to construct Stormwater Management Facilities on private property, the Owner may request, subject to review and approval by the Engineer, to install the facilities on public property or pay a Fee in lieu of constructing the works as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”.
  
- H. In Section 701 – General, by deleting subsection 4. and replacing it with the following:
  - 4. Before constructing access over a storm collection system ditch, the Owner of the premises to be granted access shall submit to the Engineer a written application to construct a ditch drainage culvert accompanied by connection fee(s) as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”. The application shall state particulars of the location of the site, the type of pavement and structure erected or to be erected thereon.
  
- I. In Section 801 – Connection and Severance Fees, by deleting subsection 1. and replacing it with the following:
  - 1. Applications to connect to the sanitary waste and storm collection systems shall be accompanied by the appropriate connection fee as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”, unless otherwise directed by the Engineer.
  
- J. In Section 801 – Connection and Severance Fees, by deleting subsection 2. and replacing it with the following:
  - 2. Applications to sever shall be accompanied by the appropriate severance fee as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”.
  
- K. In Section 802 – User Rates, by deleting subsection 1. and replacing it with the following:

1. User rates shall be in accordance with Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”.
- L. In Section 803 – Date of Payment, Discounts and Penalties, by deleting subsection 1. and replacing it with the following:
1. The date of payment, discounts and penalties are set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”.
- M. In Section 805 – Rebate for Unoccupied Premises, by deleting subsection 1. and replacing it with the following:
1. There shall be no rebate for unoccupied premises including dwelling units unless and until an application for severance has been received and accompanied by the severance fee as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000” or until the dwelling units or fixtures on which the charges are based are removed.
- N. In Section 806 – Sub-Metering and allocation of Sanitary Sewer Fees, by deleting subsections 1., 2. and 3. and replacing them with the following:
1. Unless a fee set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000” 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 Section 806.3.
  2. Unless a fee set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000” 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 Section 806.3.
  3. Every strata corporation or rental property owner referred to in Sections 806.1 or 806.2 must collect a fee set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000” only on the following basis:
    - (a) A flat fee must be recovered on a flat fee basis with the invoice clearly showing:
      - (i) The flat fee set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”, and
      - (ii) The calculation of the amount owing;
    - (b) A metered fee must be recovered on a metered fee basis with the invoice clearly showing:
      - (i) The metered fee set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”,
      - (ii) The quantity of metered water in cubic metres, and
      - (iii) The calculation of the amount owing.
    - (c) A mark-up above the fee must:
      - (i) Be provided on a separate line on the invoice,
      - (ii) Identify the purpose of the mark-up, and

- (iii) Specify that the amount of the mark-up is not regulated by the City of North Vancouver;
  - (d) For a metered fee, as set out in Schedule J of the “Fees and Charges Bylaw, 2024, No. 9000”, the quantity of metered water 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 volumetric water measuring device.
- O. By deleting SCHEDULE A – Sewer and Drainage Services in its entirety.
- P. By deleting SCHEDULE B – 2024 Sewer and Drainage Rates in its entirety.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## BYLAW NO. 9054

### A Bylaw to Amend “Solid Waste Management Service Bylaw, 1997, No. 6920”

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 **“Solid Waste Management Service Bylaw, 1997, No. 6920, Amendment Bylaw, 2024, No. 9054” (Fees and Charges)**.
2. “Solid Waste Management Service Bylaw, 1997, No. 6920” is amended as follows:
  - A. In PART 1 – TABLE OF CONTENTS, by deleting Schedule A.
  - B. In Section 301 – Definitions, by deleting the definition for “Standard Residential Service” and replacing it with the following:

“Standard Residential Service” means a maximum number of containers collected per dwelling unit on a weekly basis as set out in Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - C. In section 501 – Use of the Solid Waste Management Service, by deleting subsection 1. and replacing it with the following:
    1. Every owner or resident of a dwelling unit, whether or not occupied, shall pay for the Garbage collection Service in accordance with Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - D. In section 503 – Standard Residential Garbage Collection Service, by deleting subsection 1. and replacing it with the following:
    1. All residential users of the Solid Waste Management Service are entitled to the standard residential service for the collection and disposal of Garbage at a cost as set out in Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
  - E. In section 503 – Standard Residential Garbage Collection Service, by deleting subsection 2. and replacing it with the following:
    2. All garbage put out for collection in excess of the standard residential service will require the attachment of a Residential Garbage Tag, as set out in Schedule “C” attached to this Bylaw, and in accordance with the fees set out in Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”, which will permit the garbage container to be picked up from a dwelling unit even though the garbage container limit has been reached by that dwelling unit.
  - F. In section 605 – Use of the Green Can (Yard Trimmings and Food Scraps) Collection Program, by deleting subsection 1. and replacing it with the following:

1. Every owner or resident of a dwelling unit, whether or not occupied, shall pay for the Green Can (Yard Trimmings and Food Scraps) collection service in accordance with Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
- G. In section 605 – Use of the Green Can (Yard Trimmings and Food Scraps) Collection Program, by deleting subsection 2. and replacing it with the following:
2. An owner or resident of a dwelling unit within a multi-family complex may utilize the service of a private commercial organics (Food Scraps and Yard Trimmings) collection contractor, provided that the City Engineer be so advised in writing and provided that materials are taken to an approved commercial composting facility regulated under the BC *Environmental Management Act*. Where use of a private commercial organics collection contractor is approved by the City Engineer, the Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000” Green Can Collection services fees would not apply.
- H. In section 801 – Rates, by deleting subsection 1. and replacing it with the following:
1. The Owners of residences containing or consisting of not more than one dwelling unit, and single family dwellings with additional dwelling units shall be charged a rate for the Standard Residential Service as set out in Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
- I. In section 801 – Rates, by deleting subsection 2. and replacing it with the following:
2. The Owners of dwelling units within a multi-family complex using the Standard Residential Service shall be charged for each dwelling unit in accordance with Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
- J. In section 801 – Rates, by deleting subsection 6. and replacing it with the following:
6. The Owners of dwelling units within a multi-family complex using Green Can Service (Yard Trimmings and Food Scraps Collection) shall be charged for each dwelling unit at the rate for Green Can Service as set out in Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”.
- K. In section 802 – Payment, by deleting subsection 1. and replacing it with the following:
1. The Owner of a dwelling unit shall pay to the City, the rates set out in Section 801 and Schedule K of the “Fees and Charges Bylaw, 2024, No. 9000”. Rates shall be due and payable as specified from time to time by the Director of Finance.
- L. By deleting SCHEDULE A – Schedule of User Charges for Solid Waste Management Service in its entirety.
- M. In SCHEDULE C – Residential Garbage Tag and Green Can Tag, by deleting the first paragraph and replacing it with the following:

A Residential Garbage Tag and Green Can Tag as set out below permits a garbage/Green Can container to be picked up from a dwelling unit even though the garbage/Green Can container limit has been reached by that dwelling unit. The cost of a Residential Garbage Tag and Green Can Tag is set out in Schedule K of the "Fees and Charges Bylaw, 2024, No. 9000" and can be purchased from the Finance Department, City Hall, 141 West 14<sup>th</sup> Street, North Vancouver, BC V7M 1H9.

READ a first time on the 15<sup>th</sup> day of July, 2024.

READ a second time on the 15<sup>th</sup> day of July, 2024.

READ a third time on the 15<sup>th</sup> day of July, 2024.

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

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MAYOR

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ACTING CORPORATE OFFICER

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# CONNECT & PREPARE

Presentation to North Vancouver City Council  
Presented by North Shore Community Resources  
Date: July 22, 2024

Presenter: Caitlyn Swail, Program Coordinator



## Program Background

- 2021 Summer – Heat Dome and ongoing Covid-19 pandemic
- 2022 Summer – The work on social connections and resilience in multi-resident housing commenced
- 2022 to 2024 – Ongoing engagement with vulnerable residents
- Connect and Prepare program scheduled to run until September 2024



# Big Picture

## IMPACT AREAS (what are we working to change?)



### Mindsets & Culture

Multi-unit buildings as desirable vibrant, friendly, socially connected communities



### Relationships

Connected neighbours; collaboration between residents & property managers



### Behaviours & Practices

Engaged housing providers and industry, active residents



### Policy, Systems & Structures

Supportive policy, promoting community well-being and resilience-building

CHANGES IN...

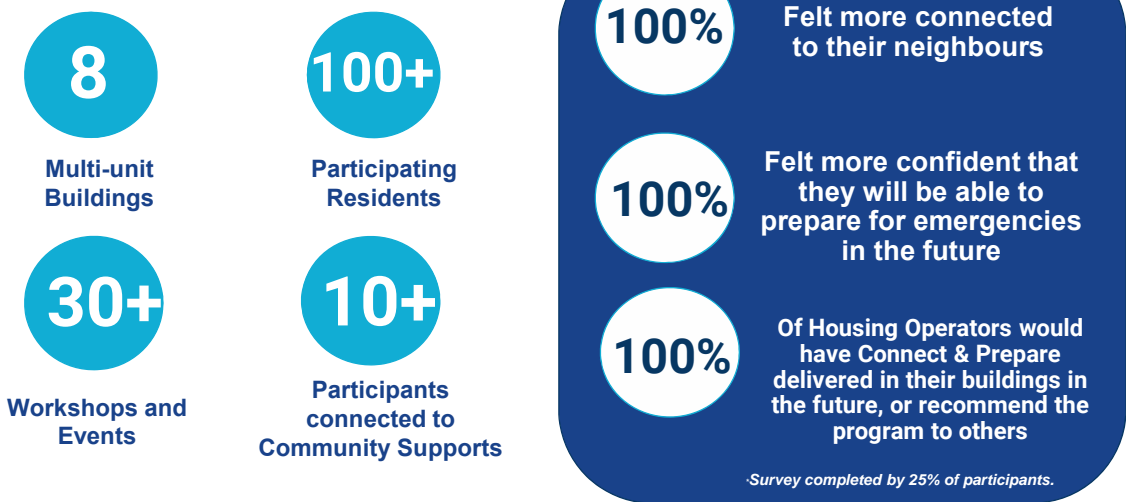
# Building Resiliency



# Timeline and Process



# Program Outcomes





Thank You!



July 5, 2024

Corporate Officer  
City of North Vancouver  
141 W 14<sup>th</sup> st  
North Vancouver BC  
V7M 1H9

**Connect & Prepare: Emergency Preparedness and Community Resilience. Delegation Request to CNV Council (preferred date: July 22<sup>nd</sup>, 2024)**

North Shore Community Resources (NSCR) is a registered non-profit that has been serving the North Shore community since 1976. Our vision is a thriving North Shore where people of all ages, backgrounds, and incomes have access to individual and community well-being, social connections, and feel empowered to participate in their community. Our programs and services range from seniors' resource and referral, to child and family programs, legal services, and community engagement.

The purpose of this Council delegation is for NSCR to share an update with City Council about "Connect and Prepare", a program that is currently underway in the City to support residents, particularly seniors. The Connect and Prepare program is a collaborative project between NSCR, the City, North Shore Emergency Management (NSEM), Silver Harbour Activity Centre, and Lionsview Seniors Planning Society. The program was developed by Building Resilient Neighbourhoods, a non-profit organization based in Victoria, BC. For the greater part of two years, NSCR has been engaging with CNV residents in multi-unit buildings to connect neighbours, deliver emergency preparedness workshops, promote community resilience, and connect residents to services and supports.

Connect and Prepare was initiated as a two-year pilot project in CNV following the pandemic and 2021 heat dome, which adversely impacted many residents, and particularly seniors. Kendra Taylor, a CNV Planner, states, "Throughout the pandemic, many seniors experienced social isolation and weren't accessing community resources. The need for a wider array of social connections and a more proactive approach to emergency preparedness became very clear". As this two-year pilot project nears its conclusion, NSCR is grateful for the opportunity to update Council on the program, and share the impact and learnings gleaned throughout the process.

The ultimate goal of Connect and Prepare is to strengthen emergency preparedness, neighbourly connections, and community resilience. A special emphasis is put upon engaging seniors and other resident groups known to have higher levels of vulnerability to social isolation, extreme heat, chronic stressors, and acute emergencies. As noted by Caitlyn Swail, Connect and Prepare Coordinator at

NSCR, “many of the older adults who access community services have mobility and are active in the community, but we find that some of the most vulnerable residents are missing out because they’re unable to leave their building. Connect and Prepare allows us to meet them where they are, and there are huge benefits in that.” The project focuses on accessibility by bringing supports, services, and information into multi-unit buildings, creating opportunities for connection with residents who, for a multitude of reasons, aren’t currently engaged with community resources.

Connect and Prepare encourages residents to think communally, check on their neighbours, and become more comfortable reaching out to others. Existing neighbourhood networks are vital in the event of an acute emergency, as research shows us that well-connected communities experience the best outcomes in the wake of emergencies. “I learned the importance of staying active and involved with [my neighbours] to create a social, informative, and supportive environment” said one program participant.

The Connect and Prepare program is funded until September 2024, at which time the program will come to an end. Through this delegation, NSCR hopes to bring Council up to date on the past and current engagement in buildings, highlight some of the events, workshops, and projects that will take place over the summer of 2024, and share our successes as we look toward the project wrap up.

Kind Regards,

A handwritten signature in cursive script that reads "Caitlyn Swail".

Caitlyn Swail  
Connect and Prepare Facilitator  
North Shore Community Resources

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

**REPORT**

To: Mayor Linda Buchanan and Members of Council

From: Linden Mulleder, Planner 2

SUBJECT: ZONING BYLAW AMENDMENT FOR 2416 WESTERN AVENUE (BY DESIGN CONSTRUCTION)

Date: July 3, 2024 File No: 08-3400-20-0134/1

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

**RECOMMENDATION**

PURSUANT to the report of the Planner 2, dated July 3, 2024, entitled “Zoning Bylaw Amendment for 2416 Western Avenue (By Design Construction)”:

THAT the application submitted by By Design Construction, to rezone the property located at 2416 Western Avenue from a RS-1 Zone to a Comprehensive Development Zone, be considered;

THAT “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766) be considered for first, second and third readings with no Public Hearing held, in accordance with the *Local Government Act, Section 464(3) [public hearing prohibited]*;

AND THAT the community benefits listed in the section “Density Bonus and Community Benefits” be secured, through agreements at the applicant’s expense and to the satisfaction of staff.

**ATTACHMENTS**

1. Context Map (CityDocs [2537050](#))
2. Architectural Plans, dated May 12, 2024 (CityDocs [2526105](#))
3. Landscape Plans, dated May 13, 2024 (CityDocs [2526113](#))
4. Advisory Design Panel Resolution, dated January 17, 2024 (CityDocs [2541484](#))
5. Advisory Design Panel Resolution, dated March 19, 2024 (CityDocs [2512495](#))
6. Public Consultation Summary (CityDocs [2540420](#))
7. Overview of Zoning Variances (CityDocs [2537229](#))
8. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060" (By Design Construction, 2416 Western Avenue, CD-766) (CityDocs [2536841](#))

## SUMMARY

This report presents a rezoning application at 2146 Western Avenue to rezone the properties to support the development of three ground-oriented residential buildings comprising a total of 18 units.

## BACKGROUND

Applicant:	By Design Construction
Architect:	Architectural Collective
Official Community Plan Designation:	Residential Level 4-A (Medium Density)
Existing Zoning:	One-Unit Residential 1 (RS-1)
Applicable Guidelines:	None

## DISCUSSION

### Site Context and Surrounding Use

The subject site has a total size of 1,311.5 sq. m (14,117 sq. ft.) with a frontage of approximately 29.5 m (96.69 ft.) along Western Ave. The proposed development would replace two existing single family homes on the site.

The site is located at the northern end of Western Avenue, just south of Highway 1. The site is close to frequent transit and within walking distance to commercial and recreational amenities along the Lonsdale corridor. The buildings and uses immediately surrounding the site are described in Table 1 below:

**Table 1. Surrounding Uses**

Direction	Address	Description	Zoning
North	N/A	Highway 1	N/A
South	2358 Western Ave.	Townhouses (OCP designation R4 A)	CD-635
East	2369 Lonsdale Ave	Rental Apartment building (OCP designation R5)	RM-1
West	2401-2417 Western Ave	Single family homes (OCP designation R3)	RS-1

### Project Description

The application proposes three buildings (two of which are three-storey and the other at two-storeys) with a total of 18 residential units. The residential units are ground oriented and the site includes outdoor amenity spaces for residents. Parking access is provided off the rear lane to the east.

Table 2 provides an overview of the proposed development:

**Table 2: Development proposal overview**

<b>Element</b>	<b>Proposal</b>
<b>Density</b>	1.0 FSR
<b>Unit Mix</b>	18 residential rental units, including <ul style="list-style-type: none"><li>• 6 one-bedroom units;</li><li>• 6 two-bedroom units;</li><li>• 2 three-bedroom units (11%);</li><li>• 4 four-bedroom units (22%)</li></ul>
<b>Height</b>	Building #1 – Three storeys and 11.5 metres Building #2 - Three storeys and 11.6 metres Building #3 – Two storeys and 7.8 metres

## **PLANNING ANALYSIS**

### **Policy Alignment**

The proposal is consistent with the OCP land use designation and below the OCP height limits for the site. The proposed density is 1.0 FSR, which is consistent with the OCP Residential Level 4A land use designation.

The proposed mix of unit types meets key actions of the Housing Action Plan for family-friendly units. The proposal addresses the Active Design Guidelines outdoor amenity spaces.

### **Built Form and Urban Design**

The proposed built form is generally consistent with the character of the neighbourhood. To allow the buildings to integrate with developments on adjoining lots, and to retain two large mature trees, a generous setback is provided at the front of the development while the building along the lane has been limited to 2 storeys. By doing so the proposal establishes a strong street wall along Western Avenue and the rear lane.

A high level of laneway activation and casual surveillance is also achieved through pedestrian access from the lane and patios facing the lane. The proposed development also features landscaping treatments within the project design to further soften the visual impacts of the built form.

### **Tree Replacement**

There are currently 13 trees on the site, including one which is within the lane dedication. Two large Western Red cedar trees at the south-west corner of the lot are in good condition, and will be retained.

The remainder of the trees will be removed to facilitate the development. Staff are supportive of the removal of these trees, as they are located within the buildable footprint of the property, and the proposed buildings and parkade cannot not be reasonably modified to retain the trees without decreasing the allowable density established in the Official Community Plan. Furthermore, the City has requested a considerable lane dedication along the northern property boundary, further impacting the developable portion of the site.

The removal of the trees is subject to the City's Tree Bylaw. It is anticipated that payment in lieu will be provided as per the bylaw, rather than replacement trees on site, given the limited area.

Beyond the payment in lieu, the City will also work towards street tree planting through the Building Permit Process when more detailed site design is considered.

### **Lane Dedication**

At the request of the City's Transportation Engineering Division, the applicant has agreed to provide a three-metre road dedication along the north side of the property line. This comprises about 10% of the current lot, which constrains the developable area and necessitates some variances to the zoning (Attachment 7). The road dedication will be used to provide a one-way lane connection between Western Ave and the rear lane.

The connection is needed to improve the traffic configuration at the intersection of the lane and West 23rd Street which is currently resulting in conflict among road users due to the proximity to the intersection with Lonsdale Ave. It is likely that that the issues will worsen without any intervention as more properties redevelop with increased density. The one-way lane connection would alleviate some of these pressures and opens up opportunities to improve this intersection that otherwise would not be feasible.

### **Proposed Zoning Changes**

The proposed Comprehensive Development Zone will be based on the Ground Oriented RG-3 zone. To allow the development, the proposed bylaw would vary the lot coverage, height, siting, and floor area exclusions in the RG-3 Zone. A table summary and overview of the proposed zoning changes is included in Attachment 7.

## Parking and Transportation

The application proposes vehicle access to the underground parkade from the Eastern laneway. The application exceeds the bicycle parking requirements of the Zoning Bylaw of 1.5 stalls per unit. The relevant statistics and variances are provided in Table 3.

**Table 3: Proposed Vehicle and Bicycle Parking**

<b>Car Parking</b>	17 Car Parking Spaces total <ul style="list-style-type: none"><li>• A total of 12 Resident parking spaces</li><li>• 1 Car share parking space (counted as 4 regular parking stalls as per the Zoning Bylaw)</li><li>• 1 visitor parking space</li></ul>
<b>Bicycle Parking</b>	Residential: <ul style="list-style-type: none"><li>• Secure — 32 spaces + 3 Cargo bike stalls (1.9 per unit);</li><li>• Short Term — 0 spaces (not required).</li></ul>
<b>Transportation Demand Management (TDM) measures</b>	2 Two-year Modo Memberships for each residential unit

Three variances to residential parking are proposed for the development:

- A reduction in Parking Spaces from 19 to 17. Based on the constrained site after the need for a land dedication, the parking was reduced. Considering the central location and transportation demand management measures in place, this variance is supported by staff.
- To reduce the visitor parking space requirement from 2 Parking Stall to 1 Parking Space. Based on the constrained site after the need for a land dedication, the parking was reduced. This variance is also supported by staff as one stall will still be provided, accommodating visitors parking on site.
- To waive the requirement to provide 1 Disability Parking Stall. Based on the constrained site after the need for a land dedication, the parking was reduced. Furthermore, none of the residential units are accessible, being ground-oriented units accessed via stairs and porches. The additional space necessary to make the parkade accessible via elevator or wheelchair ramp would not benefit the units, and would further reduce parking or open space. Therefore, staff are supportive of the variance to waive the requirements for 1 Disability Parking Stall.

## Off-Site Works and Infrastructure Upgrades

The proposed development will provide required off-site streetscape upgrades consistent with the Subdivision and Development Control Bylaw. This includes new sidewalks, curb and gutter, street trees, street lighting, and road and lane paving. The frontage along Western Avenue and the rear lane will be reconstructed, and a new one-way lane in the land dedication to the north will be constructed.

In addition to the bylaw required works, the development will secure the following:

- Provision of a water main upgrade along Western Avenue from building service to W 23<sup>rd</sup> Street to provide adequate water service to meet the fire flow; and
- Dedication of 3 m along the north property line for construction of a laneway.

These requirements will be secured through legal agreements with the City.

### Density Bonus and Community Benefits

The City's *Density Bonus and Community Benefits Policy*, in conjunction with the Official Community Plan, allows for density bonuses beyond the existing zoned density of 0.5 FSR up to 1.0 FSR in the Residential Level 4A designation.

The proposed project would include community benefits valued at approximately \$176,462, as outlined in Table 4 below.

**Table 4. Estimated Value of Community Benefits through Density Bonusing**

Density Value Calculation	Value
Density Bonus to 1.0 FSR / OCP Density (7,058 @ \$25 / sq. ft.)	\$176,462.50
<b>Total Value of Community Benefits</b>	<b>\$176,462.50</b>

The policy provides a number of community benefits options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. The specific amenities and benefits included in the proposed project are described in Table 5 below and would be secured as conditions of receiving a density bonus should Council wish to proceed with the proposed project.

**Table 5. Community Benefits Summary**

Community Benefit	Value
<b>A. Cash Contributions</b>	
Contribution to Community Amenity Reserve Fund	\$141,170
Contribution to Affordable Housing Reserve Fund	\$35,292
<b>B. In-Kind Benefits</b>	
N/a	0
<b>TOTAL VALUE (A + B)</b>	<b>\$176,462</b>

### Legal Agreements

Should Council support this rezoning, the following legal agreements will be prepared prior to final adoption:

- Development Covenant;
- Servicing Agreement;
- Road Dedication;
- Community Good Neighbour Agreement;
- Crane Swing and Shoring Agreement;
- Flooding Covenant; and
- Community Energy Agreement.

The plan for the road dedications will be required to be prepared by the applicant and signed and delivered to the City with the above-noted agreements prior to final adoption.

### **ADVISORY BODY INPUT**

The application was reviewed by the Advisory Design Panel (ADP) on January 16th 2024 and again on March 19th 2024 after revisions were made as per the directions of the ADP. On March 19th 2024 The ADP recommended approval of the proposal without further conditions.

The ADP resolutions for both meetings are available in Attachments 4 and 5.

### **COMMUNITY CONSULTATION**

A Developer's Information Session (DIS) was held on December 6th 2023, and was attended by 4 people. A total of 6 comment forms were submitted following the DIS. One of the comment forms received was opposed to the project.

Staff received one email outside of the DIS process.

The main reasons for support were

- Support for multi-unit development and more choice and supply
- General support for the building design and scale
- Support for new buildings to improve street frontage

The main concerns were:

- Concerns regarding traffic and access of lane for garbage and recycling trucks
- Concerns regarding reduced parking proposed on site
- Concerns regarding the increase in density

A summary of the public consultation, as prepared by the applicant, is available in Attachment 6.

#### Staff Response

The application was generally well received, the concerns regarding parking and access have been addressed through the provision of the one-way lane connection, which should improve vehicle movement through the lane for all developments. The parking reductions are in line with other developments within the Lonsdale Regional City Centre close in proximity of transit, bike routes and commercial services.

### **NO PUBLIC HEARING FOR OCP COMPLIANT RESIDENTIAL DEVELOPMENT**

Pursuant to recent Provincial amendments to Section 464 of the *Local Government Act*, which came into force on November 30, 2023, the City must not hold a public hearing on a proposed rezoning bylaw if: an OCP is in place for the subject site; the bylaw is consistent with the OCP; the purpose of the bylaw is to permit a development that is

residential; and that residential component is at least half of the gross floor area for the development. Since all of these factors apply to this development, no public hearing will be held and notices have been published prior to First Reading of the Bylaw, as required by the *Local Government Act*.

## **CONCLUSION**

This proposal is in alignment with the goals and objectives of the OCP and Council Strategic Plan to intensify residential development within the Lonsdale Regional City Centre, and to increase family-friendly units in the City. The project will also provide necessary land dedications to facilitate a lane connection between Western Avenue and the rear lane behind the property.

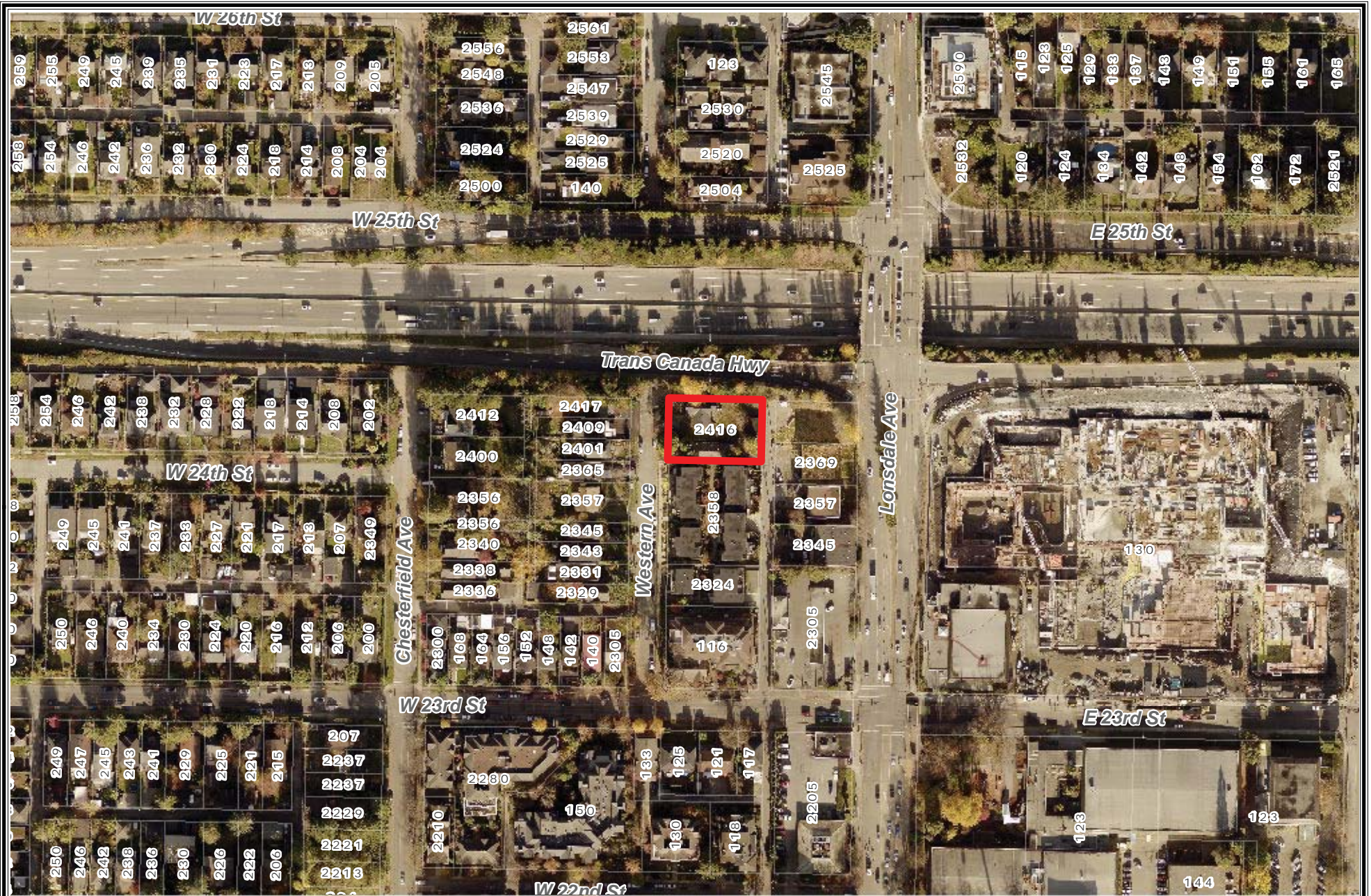
RESPECTFULLY SUBMITTED:



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Linden Mulleder  
Planner 2





2416

#	DRAWING NAME
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RZ100	TITLESHEET & PROJECT STATISTICS
RZ101	SITE CONTEXT & FIRE DEPT REQ'S
RZ102	SITE PLAN
RZ103	EXISTING AND PROPOSED WESTERN AVE. STREETSCAPE
RZ104	EXISTING AND PROPOSED LANE STREETSCAPE
RZ201	FLOOR PLANS - CELLAR & PARKING LEVEL
RZ202	FLOOR PLANS - LEVEL 1
RZ203	FLOOR PLAN - LEVEL 2
RZ204	FLOOR PLAN - LEVEL 3
RZ205	ROOF PLAN
RZ301	ELEVATIONS - BLDGS #1/2 WEST
RZ302	ELEVATIONS - BLDGS #1/2 EAST
RZ303	ELEVATION - BLDG #1 NORTH
RZ304	ELEVATION - BLDG #1 SOUTH
RZ305	ELEVATION - BLDG #2 NORTH
RZ306	ELEVATION - BLDG #2 SOUTH
RZ307	ELEVATIONS - BLDG #3 SOUTH & EAST
RZ308	ELEVATIONS - BLDGS #3 WEST & NORTH
RZ401	SECTIONS - EAST-WEST
RZ402	SECTIONS - NORTH-SOUTH (BLDG #1&2)
RZ403	SECTIONS - EAST-WEST THRU ROOF DECKS (BLDG #1&3)
RZ501	MATERIALS & COLOURS
RZ601	SHADOW STUDIES - JUNE 21
RZ602	SHADOW STUDIES - DECEMBER 21
RZ603	SHADOW STUDIES - MARCH 21

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**RESIDENTIAL LEVEL 4A**  
 Ground Oriented  
 (Medium Density)

Purpose: To provide a range of housing types and sizes close to transit and services including smaller, more affordable housing.  
 Form: Townhouses, rowhouses, stacked townhouses, garden apartments, row-plans.  
 Max Density: 1.0 FSR  
 Bonus: n/a

Table 104-61 - Parking Provisions by Class of Building - Minimum Required Space Parking Spaces

Class of Building	Required Minimum Parking Spaces	Notes
A. Residential Unit	1 space per Dwelling Unit	
Accessory Apartment Space	1.50 spaces per Dwelling Unit	1.50 spaces per Dwelling Unit
Accessory Suite	1 space per Dwelling Unit	
Accessory Suite (with kitchen)	1.50 spaces per Dwelling Unit	1.50 spaces per Dwelling Unit
Accessory Suite (with kitchen and bathroom)	2 spaces per Dwelling Unit	2 spaces per Dwelling Unit

Figure 9.3 - Minimum Parking Provisions by Class of Building

Class of Building	Required Number of Spaces
A. Residential Unit	1 space per Dwelling Unit
Accessory Apartment Space	1.50 spaces per Dwelling Unit
Accessory Suite	1 space per Dwelling Unit
Accessory Suite (with kitchen)	1.50 spaces per Dwelling Unit
Accessory Suite (with kitchen and bathroom)	2 spaces per Dwelling Unit

**DESIGN RATIONALE**  
 THE SITE IS LOCATED AT THE NORTH END OF WESTERN AVENUE TO THE SOUTH OF THE UPPER LEVELS HIGHWAY THAT HAS A SIGNIFICANT GREEN SPACE BUFFER TO THE MERGING LANES INTO THE HIGHWAY. DIRECTLY TO THE SOUTH OF THE PROPERTY IS AN EXISTING 16 UNIT TOWNHOUSE DEVELOPMENT CONSISTING OF THREE BUILDINGS AND AN UNDERGROUND PARKING GARAGE ACCESSED FROM THE EAST LANE. THE PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT IS SIMILAR IN SIZE AND SCOPE WITH A TOTAL OF 18 RESIDENTIAL UNITS LOCATED WITHIN THREE BUILDINGS ON THE SITE WITH AN UNDERGROUND PARKING GARAGE ACCESSED FROM THE EAST LANE.

THE PROPOSED DEVELOPMENT'S SOUTHERN BUILDING#2 IS PROPOSED TO BE SET BACK SIGNIFICANTLY FROM THE FRONT PROPERTY LINE TO RETAIN THE TWO EXISTING TREES AS RECOMMENDED BY THE ARBORIST. AS A RESULT, THE MASSING OF THE SOUTHERN BUILDING IS PROPOSED TO HOUSE ADDITIONAL FLOOR AREA IN THE FOURTH FLOOR TO FACILITATE THE RELOCATION OF THIS FLOOR AREA.

TO THE NORTH OF THE SITE, A 10 FEET LANE DEDICATION IS PROVIDED AS REQUIRED BY CITY ENGINEERING FURTHER LIMITING THE DEVELOPMENT FOOTPRINT. THE RESULTANT RESIDENTIAL UNIT DESIGN PROVIDES STACKED UNITS IN THE FRONT ORIENTED BUILDINGS AND A DUPLEX BUILDING IN THE REAR YARD WITH INTERMEDIARY COURTYARD SPACE. THE DESIGN OF BUILDING#1 WHICH IS LOCATED ALONG THIS NORTH PROPERTY LINE IS PROPOSED TO BE REDUCED IN BUILDING FOOTPRINT SIZE TO MATCH BUILDING#2 TO ALLOW FOR A LARGER OUTDOOR COURTYARD SPACE BETWEEN THE FRONT AND REAR BUILDINGS TO IMPROVE THE OVERALL LIVABILITY AND NATURAL LIGHT. FLOOR AREA EXEMPTIONS REQUESTED RESULTING FROM TREE RETENTION AND 10 FEET REDUCTION OF THE LANE DEDICATION INCLUDES A TOTAL OF 6907SF AS NOTED IN THE PROJECT STATISTICS.

THE DEVELOPMENT PROPOSAL FOR THIS SITE IS TO PROVIDE AN AFFORDABLE MIX OF STRATA RESIDENTIAL UNITS. UNIT FLOOR AREAS RANGE FROM TWO TO FOUR BEDROOMS AND 600SF TO 1630SF.

**DESCRIPTION OF PROJECT & IMPLEMENTATION OF PROJECT GOALS AND OBJECTIVES.**

**USE:**  
 THE PROPOSED USE FOR THE MULTI-FAMILY RESIDENTIAL 18 UNIT PROJECT IS SIMILAR IN DEVELOPMENT TO THE SOUTHERN NEIGHBOURING LOT THAT IS ALSO A 1.0 FSR IN DENSITY WITHIN THE R4A LAND USE CODE. THIS DEVELOPMENT PROPOSAL FOLLOWS THE GROUND ORIENTED MEDIUM DENSITY RESIDENTIAL GUIDELINES AS RECOMMENDED IN THE OFFICIAL COMMUNITY PLAN (OCP), WITH THE UNIT MIX PROPOSED AND THE INCREASE IN DENSITY. THIS MEETS THE INTENT OF THE REGIONAL GROWTH STRATEGY, PROVINCIAL AND FEDERAL FOCUS IN PROVIDING MORE VIABLE AND AFFORDABLE HOUSING OPTIONS.

**INTENSITY:**  
 THE PROPOSED INTENSITY MEETS THE RESIDENTIAL LEVEL 4A MEDIUM DENSITY MAXIMUM FSR OF 1.0 AND IS APPROPRIATE TO THE NEIGHBOURHOOD AND THE EXISTING MULTI-FAMILY DEVELOPMENTS ALONG WESTERN AVENUE TO THE SOUTH.

**FORM:**  
 THE EXISTING GRADING ON WESTERN AVENUE RISES FROM SOUTH TO NORTH. THE PROPOSED MASSING AND HEIGHT FOLLOWS THE EXISTING TOPOGRAPHY. SHADOWING WITH SOUTHERN SUN EXPOSURE WILL NOT IMPACT ANY NEIGHBOURS AS THE NORTH FACES THE LANE DEDICATION AND THE HIGHWAY BUFFER. PARKING ACCESS IS FROM THE EASTERN LANE AND RAMPS DOWN INTO THE UNDERGROUND PARKING LEVEL BELOW THE DUPLEX. CURRENTLY THE EXISTING STREETSCAPE IS UNDEVELOPED AND THE NEW DEVELOPMENT WILL PROVIDE THE CONTINUATION OF THE STREET CURBS AND BOULEVARD WITH A NEW LANE DEDICATION FOR ACCESS ON THE NORTH END OF WESTERN AVENUE.



WESTERN AVENUE PROPOSED ELEVATION

UNIT AREAS	UNIT#1	593SF	UNIT#13	1631SF
	UNIT#2	593SF	UNIT#14	1631SF
	UNIT#3	702SF	UNIT#15	1582SF
	UNIT#4	716SF	UNIT#16	1611SF
	UNIT#5	1631SF	UNIT#17	1501SF
	UNIT#6	1631SF	UNIT#18	1425SF
	UNIT#7	1611SF		
	UNIT#8	1583SF		
	UNIT#9	593SF		
	UNIT#10	593SF		
	UNIT#11	694SF		
	UNIT#12	703SF		

**GARBAGE/RECYCLING**  
 MULTIPLE RESIDENTIAL UNITS SPACE REQUIREMENT 5.23SF / UNIT + 118.45F MIN.  
**REQUIRED:**  
 5.23SF X 18 UNITS = 94SF + 118.4 = **212.4 SF**  
**PROPOSED:**  
**186SF** PROPOSED

**PROJECT STATISTICS - REZONING DEVELOPMENT PROPOSAL / RESIDENTIAL LEVEL 4A**

1. **SITE AREA:**  
 14,117SF (1,311.5 SM)

2. **FSR (ALLOWABLE): 1.00 (14,117 SF)**      **FSR (PROPOSED): 1.00 (14,117SF)**  
 GFA: 21,024 SF  
 EXCLUSIONS: 6,907SF  
 NET AREA: 14,117 SF

2A. **BUILDING AREAS:**

	BLDG#1	BLDG#2	BLDG#3	TOTAL
CELLAR	1186	1186	0	2372
LEVEL 1	1196+1538(EXEMPT)	1175+1538(EXEMPT)	1371	6818
LEVEL 2	2719	2717	0	6900
LEVEL 3	2422	2422	0	4844
<b>GFA</b>				<b>21,024</b>

**AREAS**

AREAS	BLDG#1	BLDG#2	BLDG#3	TOTAL
CELLAR EXCLUSION	2724	+374	2724	5822
CELLAR TREE SETBACK EXCLUSION		374		374

**BIKE STORAGE EXCLUSION**

**MECH. & ELEC. EXCLUSION**

**HRV CLOSET EXCLUSION (15SF/UNIT)**

120	90	30	240
-----	----	----	-----

**EXTERIOR WALL THICKNESS EXCLUSION IN EXCESS OF 6.5" (2.875" EXCESS)**

196	195	80	471
-----	-----	----	-----

**PARKING EXCLUSION**

**ROOF DECKS EXCLUSION (EXTERIOR AREA NOT INCLUDED IN GFA)**

**TOTAL EXCLUSIONS 6,907SF**

**TOTAL FLOOR AREA: 21,024 SF - 6,907 SF = 14,117 SF**  
**PROPOSED FSR -1.0 FSR**

3. **LOT COVERAGE PROPOSED:**  
 7863SF /14,117SF = **55.7%**

**UNIT MIX**

	BLDG#1	BLDG#2	BLDG#3	BLDG#4	TOTAL
1 BED	2	4	0	0	6
2 BED	2	2	1	1	6
3 BED	0	2	0	0	2
4 BED	2	2	0	0	4

**TOTAL RESIDENTIAL UNITS = 18**

**HEIGHTS**  
 HEIGHT RECOMMENDATIONS R4A - All residential development without maximum heights on this map shall not exceed six storeys. For other uses, heights shall be regulated through the Zoning Bylaw and in considering increases in building heights, attention will be given to view impacts, contextual relationships and the livability or use of the buildings.

**HEIGHTS PROPOSED: BUILDING#1 - 11.528M / BUILDING#2 - 11.649M / BUILDING#3 - 7.820M**

**SETBACK**

EAST SIDE	- 2'-0"
WEST SIDE	- 13'-0"
NORTH	- 3'-11.25" (NOT INCLUDING LANE DEDICATION)
SOUTH	- 3'-11.25"

**PARKING SUMMARY - (BIKE PARKING)**

1) **SECURED BIKE STALLS = 18 UNITS X 1.5 = 27 STALLS (BIKE STALLS REQUIRED)**  
**32 STALLS + 3 CARGO BIKE STALLS PROVIDED**

**SHORT TERM BIKE SPACES**  
 NONE REQUIRED OR PROVIDED

**VERTICAL STALLS MAX ALLOWABLE = 35% = 10 STALLS (3 PROPOSED)**

**PARKING SUMMARY - (CAR PARKING)**

2) **18 UNITS X 1.05 STALLS PER UNIT = 18.9 = 19 STALLS (PARKING REQUIRED)**

(35% SMALL CAR ALLOWABLE = 4.9=5 STALLS)  
 1 CAR SHARE = 4 STALLS

**VISITOR STALLS REQUIRED = 0.1 STALLS PER DWELLING UNIT = 18 UNITS X 0.1 = 1.8 = 2 STALLS**

**DISABILITY PARKING STALLS REQUIRED = 0.038 STALLS PER DWELLING UNIT = 18 UNITS X 0.038 = 0.684 = 1 STALLS**

**PROPOSED: (1 CAR SHARE = 4 STALLS) + 13 STALLS = 17 STALLS**  
**14 SECURED PARKING STALLS (9 STANDARD STALL SIZE/ 5 SMALL CARS)**



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REVISIONS	No.	Description	Date
3	ISSUED FOR CNV PRELIM REVIEW#1	2023 MAY 26	
4	ISSUED FOR CLIENT REVIEW#2	2023 JUNE 19	
5	ISSUED FOR CNV PRELIM REVIEW#3	2023 JUNE 26	
7	ISSUED FOR REZONING	2023 OCT 08	
10	RESUBMITTED FOR REZONING	2024 MAR 01	
11	RESUBMITTED FOR REZONING	2024 MAY 12	

PROJECT:  
 LEGAL ADDRESS: LOT A, BLOCK 215,  
 DISTRICT LOT 545, GROUP 1, NWD  
 PLAN EPP11952Z

2416 WESTERN AVE.  
 NORTH VANCOUVER

**DRAWING TITLE**

## TITLESHEET & PROJECT STATISTICS

Date	Project number
2024 MAY 12	2316
Scale	1/16" = 1'-0"
Drawn by	SB
Approved by	CK

# RZ100



AERIAL VIEW - LOOKING EAST



AERIAL VIEW - LOOKING WEST



AERIAL VIEW - LOOKING SOUTH (PROPOSED)



CONTEXT & ZONING MAP



FIRE HYDRANT LOCATION

Land Use Designation  
This map should be viewed in conjunction with the provisions of Sections 2.1 and 2.2 of Chapter 1

Residential	Residential	Residential	Residential	Residential	Residential	Residential	Residential
Residential Level 1 (Low Density)	0.5	Residential Level 2 (Low Density)	0.5	Residential Level 3 (Low Density)	0.75	Residential Level 4A (Medium Density)	1.0
Residential Level 4B (Medium Density)	1.25	Residential Level 5 (Medium Density)	1.6	Residential Level 6 (High Density)	2.3	Maximum Bonus (FSR)	up to 1.0



OFFICIAL COMMUNITY PLAN



677 EAST 27TH AVENUE  
VANCOUVER, BC V5V 2K7  
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4	ISSUED FOR CLIENT REVIEW#3	2023 JUNE 19
5	ISSUED FOR CIV PRELIM REVIEW#2	2023 JUNE 26
7	ISSUED FOR REZONING	2023 OCT 08
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12

PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

DRAWING TITLE  
**SITE CONTEXT &  
FIRE DEPT  
REQ'TS**

Date	Project number
2024 MAY 12	2316
Scale	As indicated
Drawn by	<b>RZ101</b>
SB	
Approved by	CK



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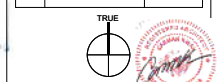
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1	ISSUED FOR CLIENT REVIEW#1	2023 MAR 31
2	ISSUED FOR CLIENT REVIEW#2	2023 MAY 08
3	ISSUED FOR CNV PRELIM REVIEW#1	2023 MAY 26
4	ISSUED FOR CLIENT REVIEW#3	2023 JUN 19
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUN 26
6	ISSUED FOR COORD REVIEW#1	2023 JULY 04
7	ISSUED FOR REZONING REVIEW#1	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#4	2024 JAN 29
9	ISSUED FOR COORD REVIEW#2	2024 FEB 05
10	RESUBMITTED FOR REZONING	2024 MAR 07
11	RESUBMITTED FOR REZONING	2024 MAY 12



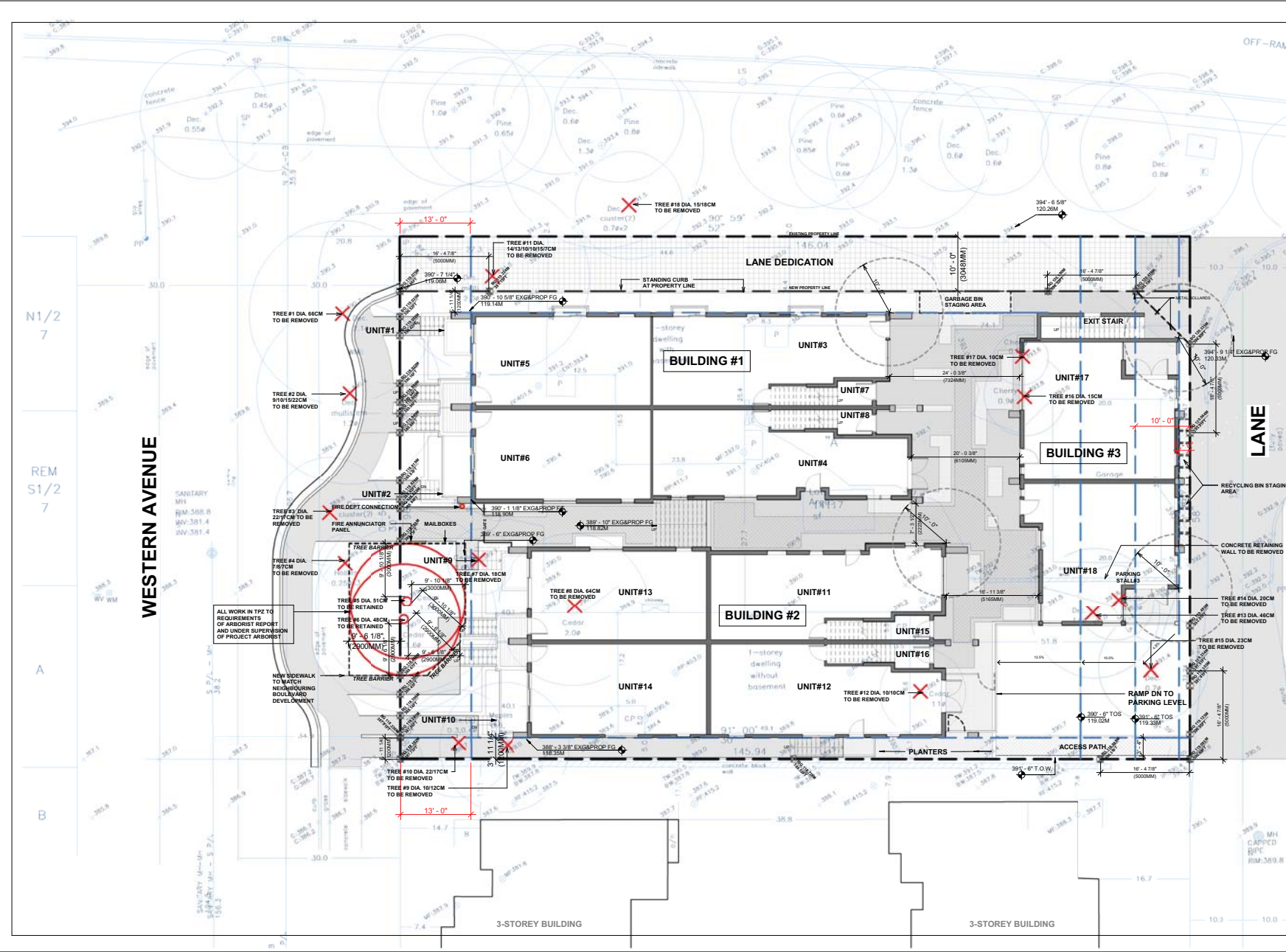
PROJECT: 2214-21-3  
LEGAL ADDRESS: LOT A, BLOCK 215, DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP11952Z

2416 WESTERN AVENUE  
NORTH VANCOUVER

DRAWING TITLE  
**SITE PLAN**

Date	Project number
2024 MAY 12	2316
Scale	<b>RZ102</b>
1/8" = 1'-0"	
Drawn by	CK/HD
Approved by	CK

2024/05/11 12:47 PM



N1/2  
7

REM  
S1/2  
7

A

B

WESTERN AVENUE

LANE

LANE

BUILDING #1

BUILDING #3

BUILDING #2

3-STORY BUILDING

3-STORY BUILDING

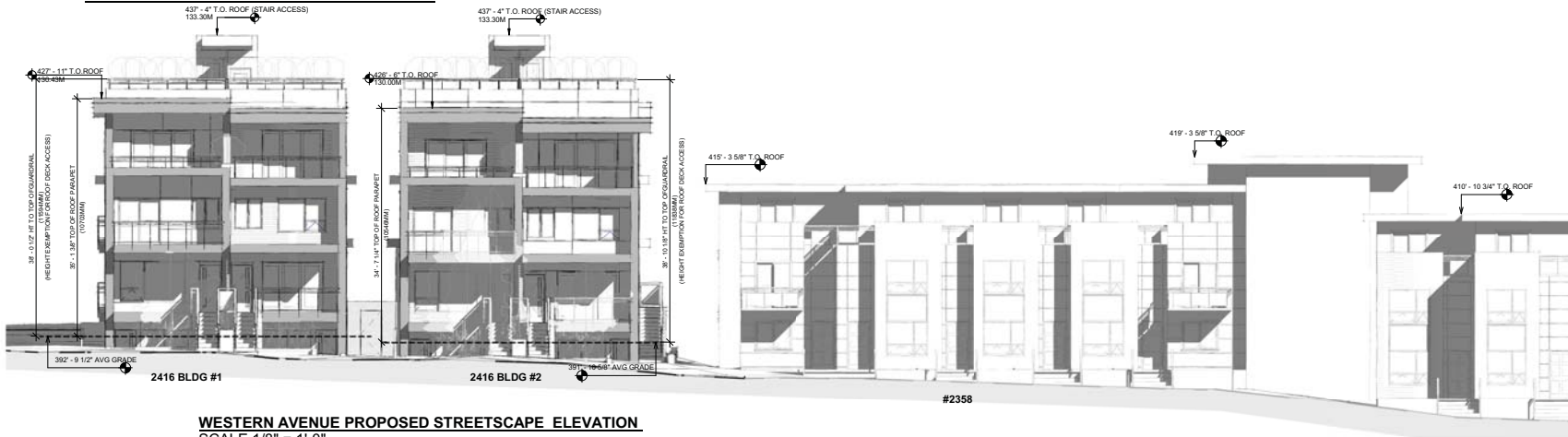
TRANSCANADA HWY



**WESTERN AVENUE EXISTING STREETSCAPE**



**WESTERN AVENUE PROPOSED STREETSCAPE**



**WESTERN AVENUE PROPOSED STREETSCAPE ELEVATION**  
SCALE 1/8" = 1'-0"



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10	REISSUED FOR REZONING	2024 MAR 01
11	REISSUED FOR REZONING	2024 MAY 12

PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE.  
NORTH VANCOUVER

**DRAWING TITLE**  
**EXISTING AND PROPOSED WESTERN AVE. STREETSCAPE**

Date	2024 MAY 12	Project number	2316
Scale	As indicated	<b>RZ103</b>	
Drawn by	SB/HD		
Approved by	CK		

WEST 23RD AVENUE

TRANSCANADA HWY

#116

#2324

#2358

#2416



**EAST LANE EXISTING STREETSCAPE**



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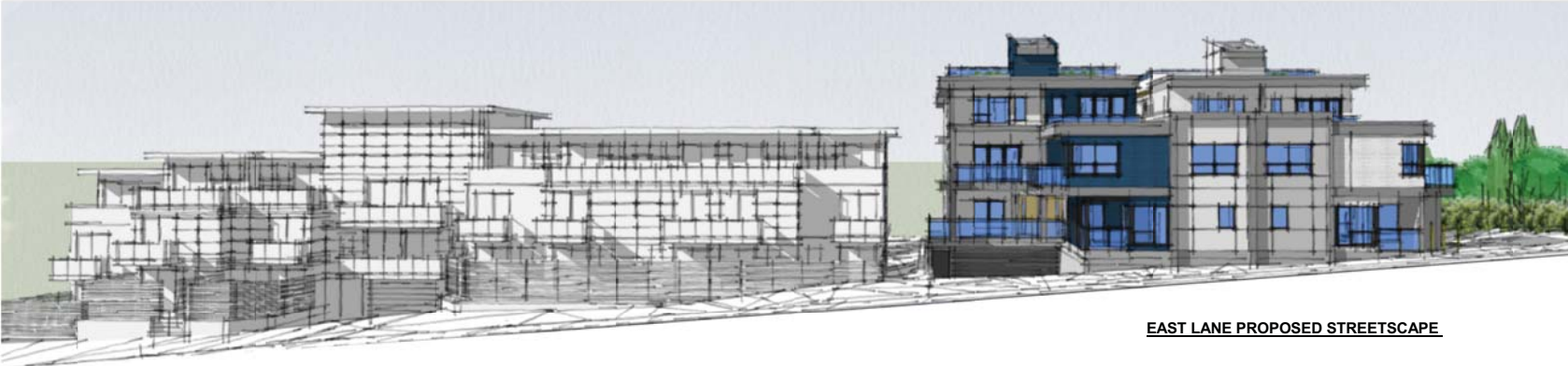
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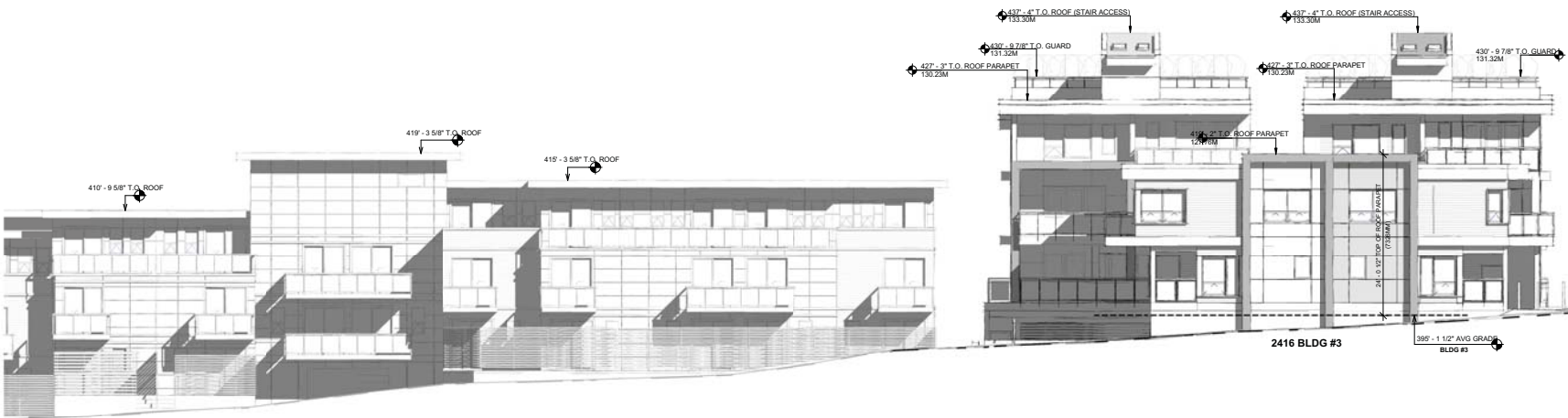
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11	REISSUED FOR REZONING	2024 MAY 12



**EAST LANE PROPOSED STREETSCAPE**



**EAST LANE PROPOSED STREETSCAPE ELEVATION**  
SCALE 1/8" = 1'-0"



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP-119522

2416 WESTERN AVE.  
NORTH VANCOUVER

**EXISTING AND PROPOSED LANE STREETSCAPE**

Date	Project number
2024 MAY 12	2316
Scale	<b>RZ104</b>
As indicated	
Drawn by	
SB/CK/HD	Approved by
CK	

2024-05-17 11:52:29 AM



677 EAST 27TH AVENUE  
VANCOUVER, BC V5V 2K7  
PH: 604.286.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

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**GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO ENSURE THAT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS IS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, ORDINANCES, DECRETES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.

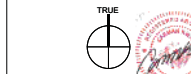
ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, PERMITS OR BETWEEN THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCLOSED TO THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK.

WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

**CONTRACTOR'S OBLIGATION**  
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**REVISIONS**

No.	Description	Date
1	ISSUED FOR CLIENT REVIEW#1	2023 MAR 31
2	ISSUED FOR CLIENT REVIEW#1	2023 MAY 08
3	ISSUED FOR CNV PRELIM REVIEW#2	2023 MAY 26
4	ISSUED FOR CLIENT REVIEW#1	2023 JUN 19
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUN 26
6	ISSUED FOR CLIENT REVIEW#4	2023 JUN 29
7	ISSUED FOR REZONING REVIEW#4	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#4	2024 JAN 29
9	ISSUED FOR REZONING REVIEW#4	2024 MAR 01
10	ISSUED FOR REZONING REVIEW#4	2024 MAR 12
11	ISSUED FOR REZONING REVIEW#4	2024 MAY 12



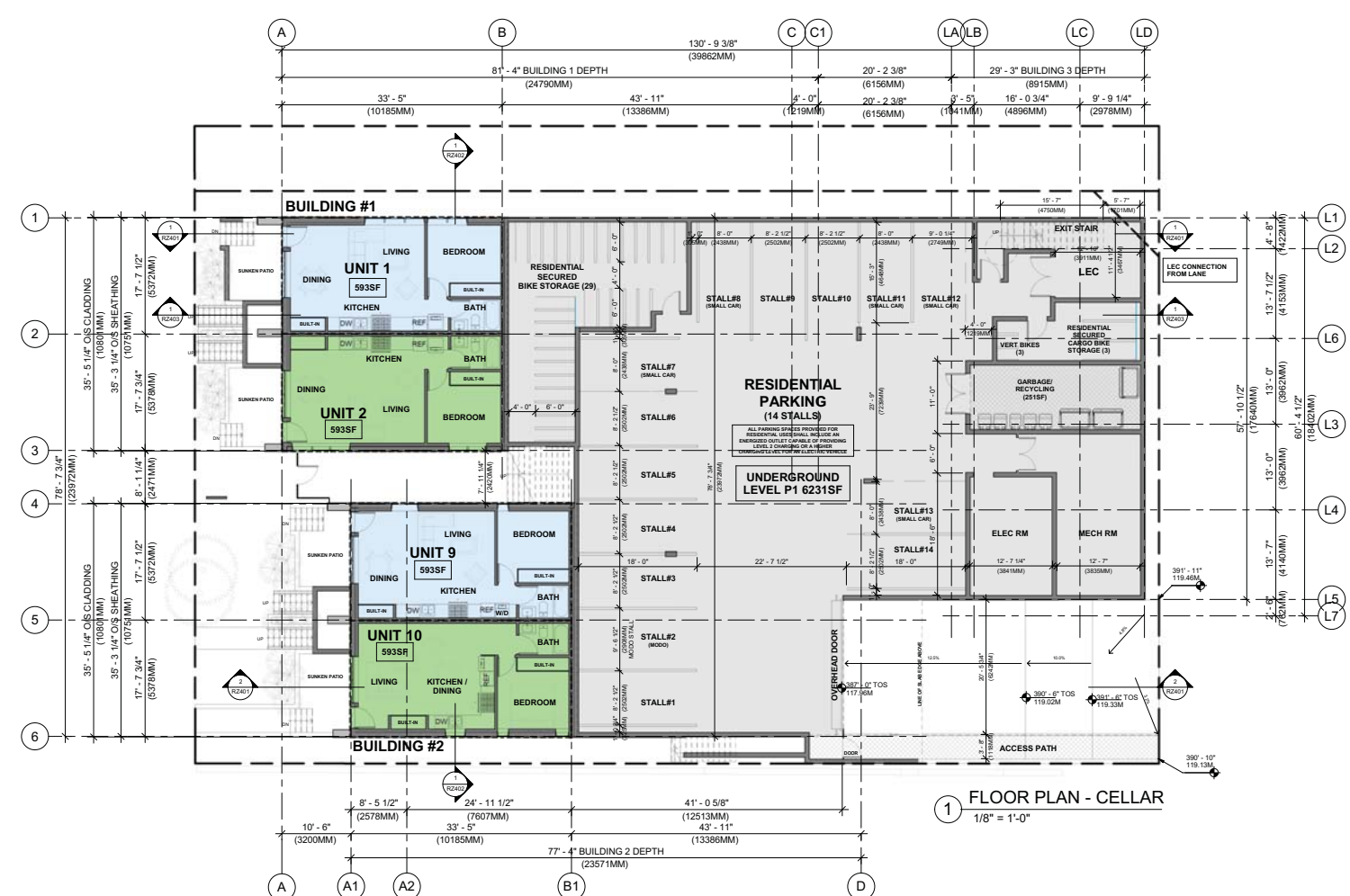
PROJECT: 2214-25-3  
LEGAL ADDRESS: LOT A, BLOCK 215, DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP19522

2416 WESTERN AVE.  
NORTH VANCOUVER

**DRAWING TITLE**

**FLOOR PLANS - CELLAR & PARKING LEVEL**

Date	Project number
2024 MAY 12	2316
Scale	1/8" = 1'-0"
Drawn by	CK/HD
Approved by	CK
<b>RZ201</b>	



**1 FLOOR PLAN - CELLAR**  
1/8" = 1'-0"



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**GENERAL CONTRACTOR RESPONSIBILITY STATEMENT**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THEREFORE NECESSARY FOR THE GENERAL CONTRACTOR TO TAKE CAREFUL ATTENTION TO ALL SCALE DIMENSIONS, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.  
ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, WHETHER OR NOT BY THE CONTRACT DOCUMENT'S SITE CONDITIONS, ARE TO BE DISCUSSED WITH THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK.  
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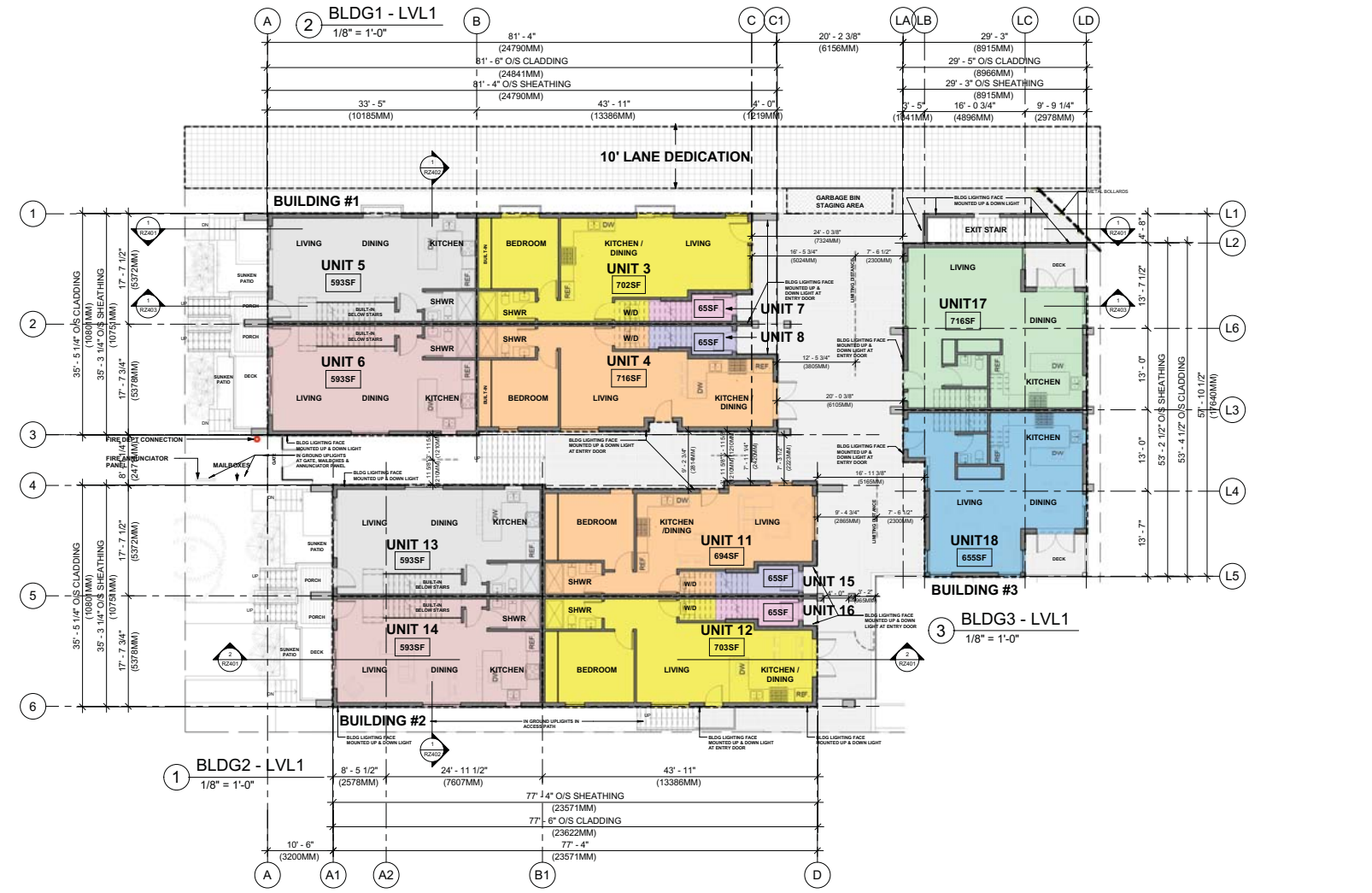
REVISIONS		
No.	Description	Date
1	ISSUED FOR CLIENT REVIEW#1	2023 MAR 31
2	ISSUED FOR CLIENT REVIEW#1	2023 MAY 08
3	ISSUED FOR CNV PRELIM REVIEW#2	2023 MAY 26
4	ISSUED FOR CLIENT REVIEW#1	2023 JUN 19
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUN 26
7	ISSUED FOR CLIENT REVIEW#1	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#1	2024 JAN 29
10	ISSUED FOR REZONING	2024 MAR 01
11	ISSUED FOR REZONING	2024 MAY 12



**PROJECT:** 2214-25-3  
**LEGAL ADDRESS:** LOT 4, BLOCK 215, DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522  
2416 WESTERN AVE.  
NORTH VANCOUVER

**DRAWING TITLE:**  
FLOOR PLANS - LEVEL 1

Date	Project number
2024 MAY 12	2316
Scale	
1/8" = 1'-0"	
Drawn by	<b>RZ202</b>
CK/HD	
Approved by	CK







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**GENERAL CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNER**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER AND NOTIFY THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THEREFORE NECESSARY FOR THE GENERAL CONTRACTOR TO TAKE CAREFUL ATTENTION TO ALL THE DIMENSIONS, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.  
ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, WHETHER OR NOT THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCLOSED WITHIN THE ARCHITECT'S RESPONSIBILITY, BEFORE PROCEEDING WITH ANY WORK.  
WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.  
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REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR CLIENT REVIEW#1	2023 MAR 31
2	ISSUED FOR CLIENT REVIEW#2	2023 MAY 08
3	ISSUED FOR CNV PRELIM REVIEW#1	2023 MAY 26
4	ISSUED FOR CLIENT REVIEW#3	2023 JUN 19
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUN 26
6	ISSUED FOR CLIENT REVIEW#4	2023 OCT 08
7	ISSUED FOR REZONING REVIEW#1	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#5	2024 MAR 01
9	ISSUED FOR REZONING REVIEW#2	2024 MAR 01
10	ISSUED FOR CLIENT REVIEW#6	2024 MAR 12
11	ISSUED FOR REZONING REVIEW#3	2024 MAY 12



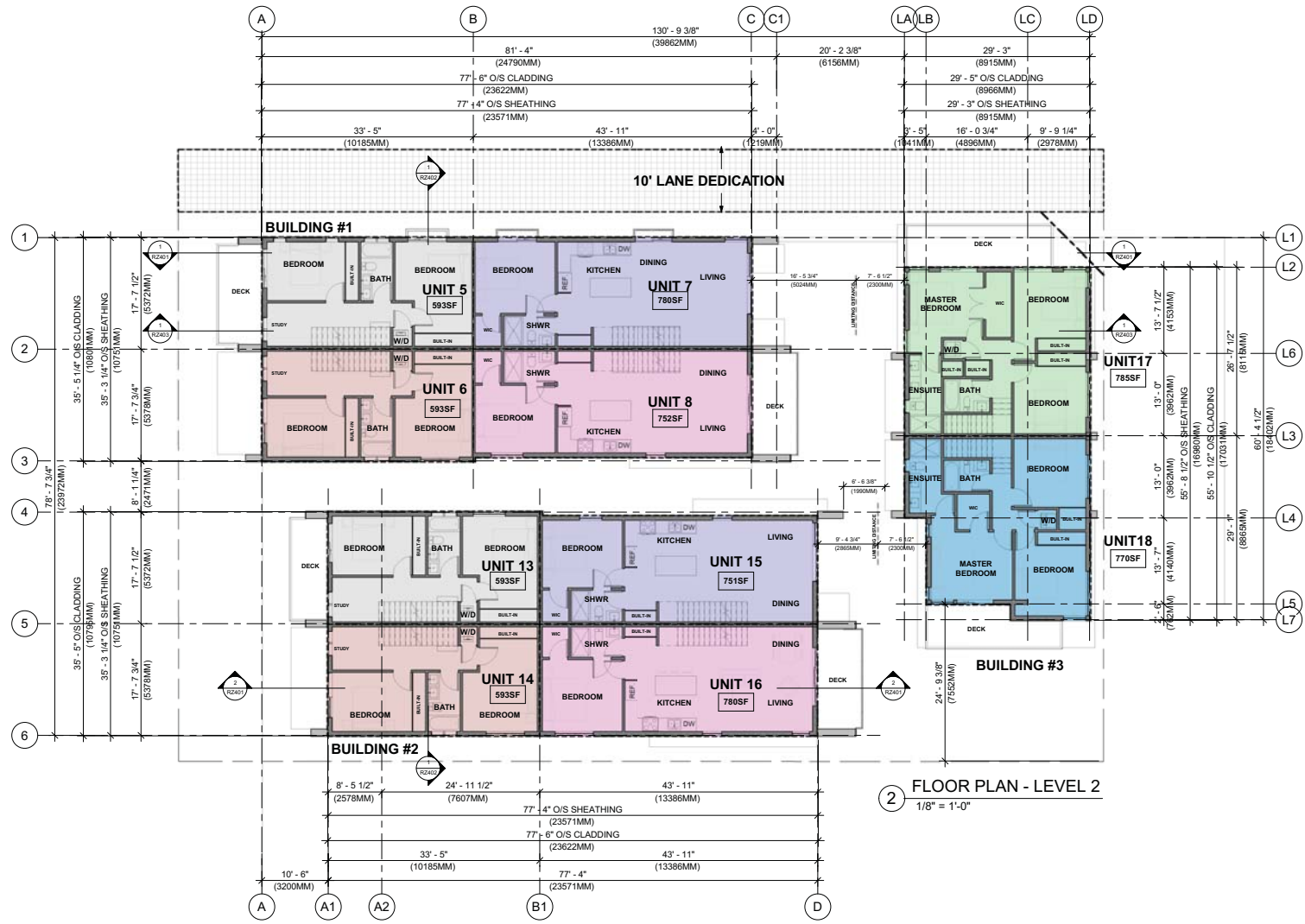
PROJECT: 2214-01-3  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

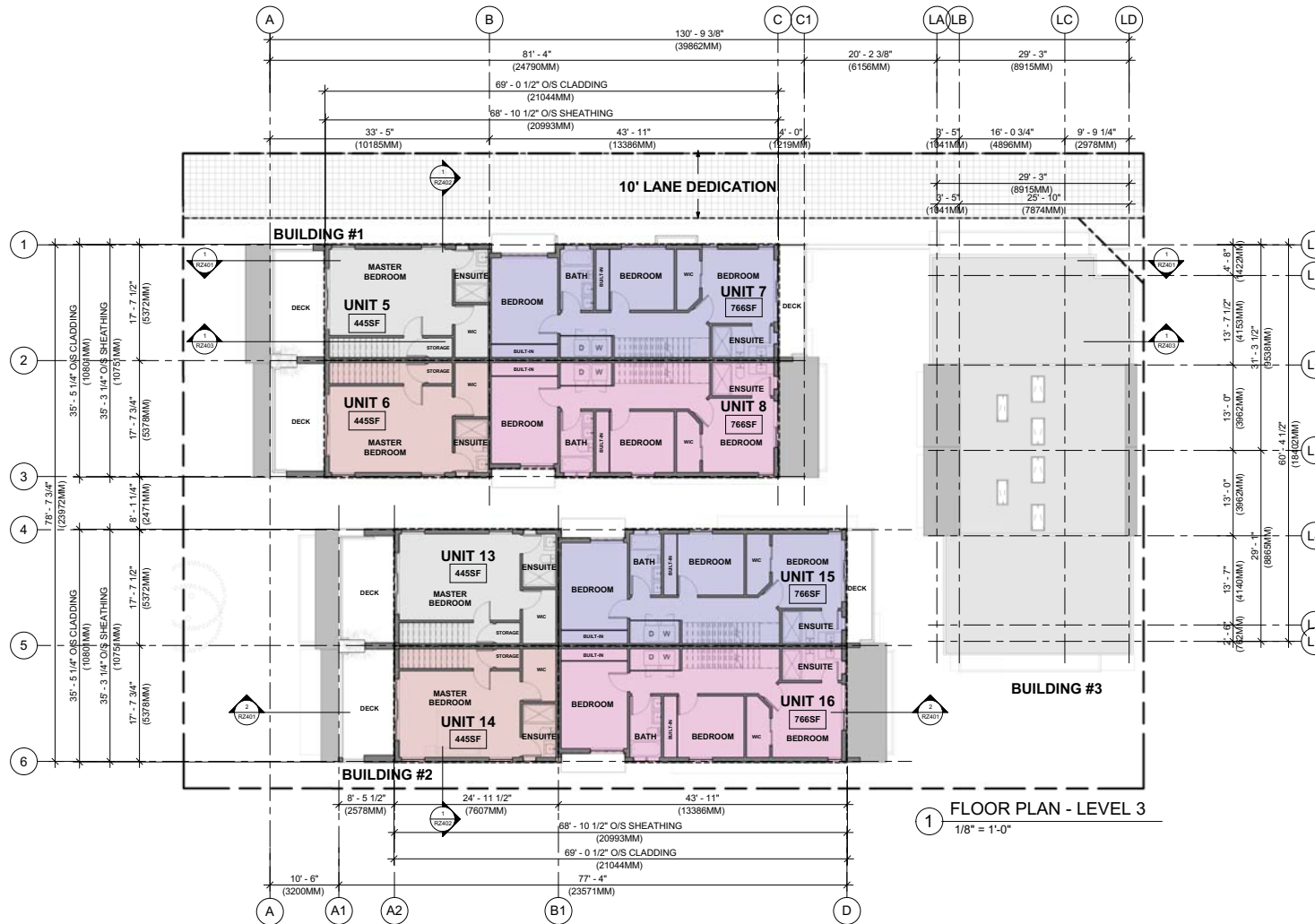
DRAWING TITLE

## FLOOR PLAN - LEVEL 2

Date	Project number
2024 MAY 12	2316
Scale	
1/8" = 1'-0"	
Drawn by	<b>RZ203</b>
CK/HD	
Approved by	
CK	



2024-05-11 13:30:38 PM



**1 FLOOR PLAN - LEVEL 3**  
1/8" = 1'-0"



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**GENERAL CONTRACTOR'S RESPONSIBILITY TO AVOID RISKS**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET OUT IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE WORK IS DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO TAKE CARE TO ATTEND TO ANY DISCREPANCIES, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.  
ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS THEMSELVES OR BETWEEN THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCUSSED WITH THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK.  
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REVISIONS		
No.	Description	Date
4	ISSUED FOR CLIENT REVIEW#3	2023 JUNE 19
5	ISSUED FOR ONLY PRELIM REVIEW#2	2023 JUNE 28
7	ISSUED FOR REZONING REVIEW#2	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#4	2024 JAN 29
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12



PROJECT: 2214-25-3  
LEGAL ADDRESS: LOT A, BLOCK 215, DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE.  
NORTH VANCOUVER

DRAWING TITLE

**FLOOR PLAN - LEVEL 3**

Date	Project number
2024 MAY 12	2316
Scale	1/8" = 1'-0"
Drawn by	CK/HD
Approved by	CK
<b>RZ204</b>	

2024/05/11 11:59 AM



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**ADDITIONAL CONTRACTOR RESPONSIBILITIES TO AVOID:**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS TO ENSURE NECESSARY FOR THE GENERAL CONTRACTOR TO TAKE OVER CLOSE ATTENTION TO ALL THE DIMENSIONS, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN IN THE DRAWINGS.

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**REVISIONS**

No.	Description	Date
2	ISSUED FOR CLIENT REVIEW#2	2023 MAY 08
3	ISSUED FOR CNV PRELIM REVIEW#1	2023 MAY 26
4	ISSUED FOR CLIENT REVIEW#1	2023 JUNE 19
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUNE 26
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#4	2024 JAN 29
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12



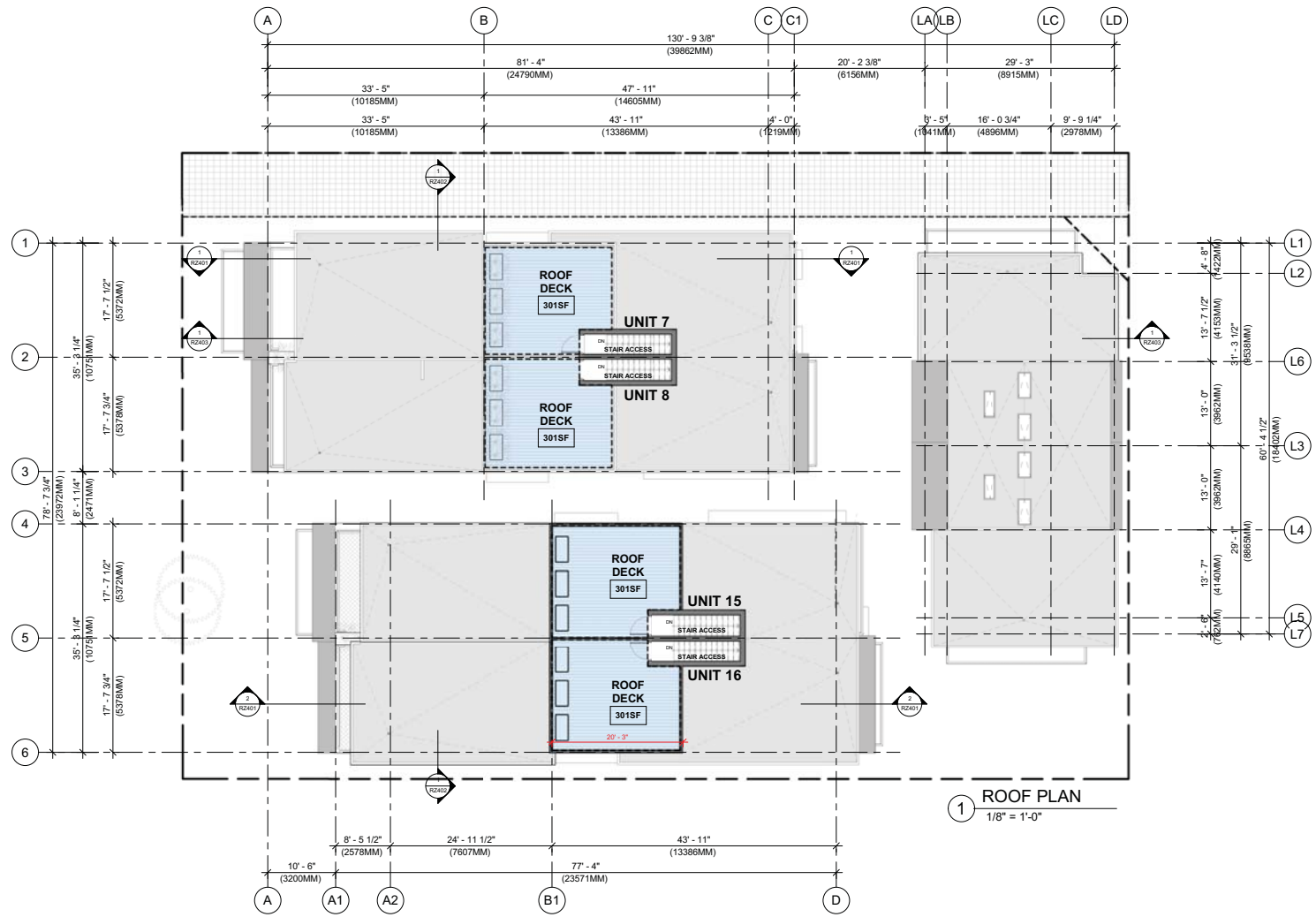
PROJECT: 2214-01-3  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE.  
NORTH VANCOUVER

**DRAWING TITLE**

**ROOF PLAN**

Date	Project number
2024 MAY 12	2316
Scale	<b>RZ205</b>
1/8" = 1'-0"	
Drawn by	
CK/HD	Approved by
CK	



**1 ROOF PLAN**  
1/8" = 1'-0"



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**GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE WORK IS COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO MAINTAIN ALL DIMENSIONS AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.  
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**REVISIONS**

No.	Description	Date
3	ISSUED FOR CIV PRELIM REVIEW#1	2023 MAY 26
5	ISSUED FOR CIV PRELIM REVIEW#2	2023 JUNE 28
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#1	2024 JAN 29
10	REISSUED FOR REZONING	2024 MAR 01
11	REISSUED FOR REZONING	2024 MAY 12

PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

**ELEVATIONS -  
BLDGs #1/2 WEST**

Date	2024 MAY 12	Project number	2316
Scale	1/4" = 1'-0"		
Drawn by	SB/HD		
Approved by	CK		
			<b>RZ301</b>



**1-4 WEST (FRONT) ELEVATION**  
1/4" = 1'-0"



**MATERIALS LIST**

#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1B	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM METROPOLITAN)
2A	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM DISTANT GREY)
2B	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM CHAMPION COBALT)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
4	1" REVEAL TRANSITION (PTD TO MATCH CLADDING)
5	DOUBLE GLAZED SLIDING DOOR
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
9	ENTRY DOOR W/ GLAZED LITES (PAINT COLOUR: BM LIGHTNING BUG)
10	CAST IN PLACE CONCRETE STAIR
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
12	STACKING GLAZED DOOR SYSTEM
16	CAST IN PLACE CONCRETE PLANTER
19	POWDERCOATED ALUM PRIVACY SCREEN
20	STANDING SEAM METAL ROOFING



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**GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO BE RESPONSIBLE FOR THE GENERAL CONTRACTOR TO TAKE CARE TO OBTAIN ALL NECESSARY PERMITS AND TO BE RESPONSIBLE FOR THE GENERAL CONTRACTOR TO TAKE CARE TO OBTAIN ALL NECESSARY PERMITS AND TO BE RESPONSIBLE FOR THE GENERAL CONTRACTOR TO TAKE CARE TO OBTAIN ALL NECESSARY PERMITS.

**REVISIONS**

No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT	2024 JAN 29
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12

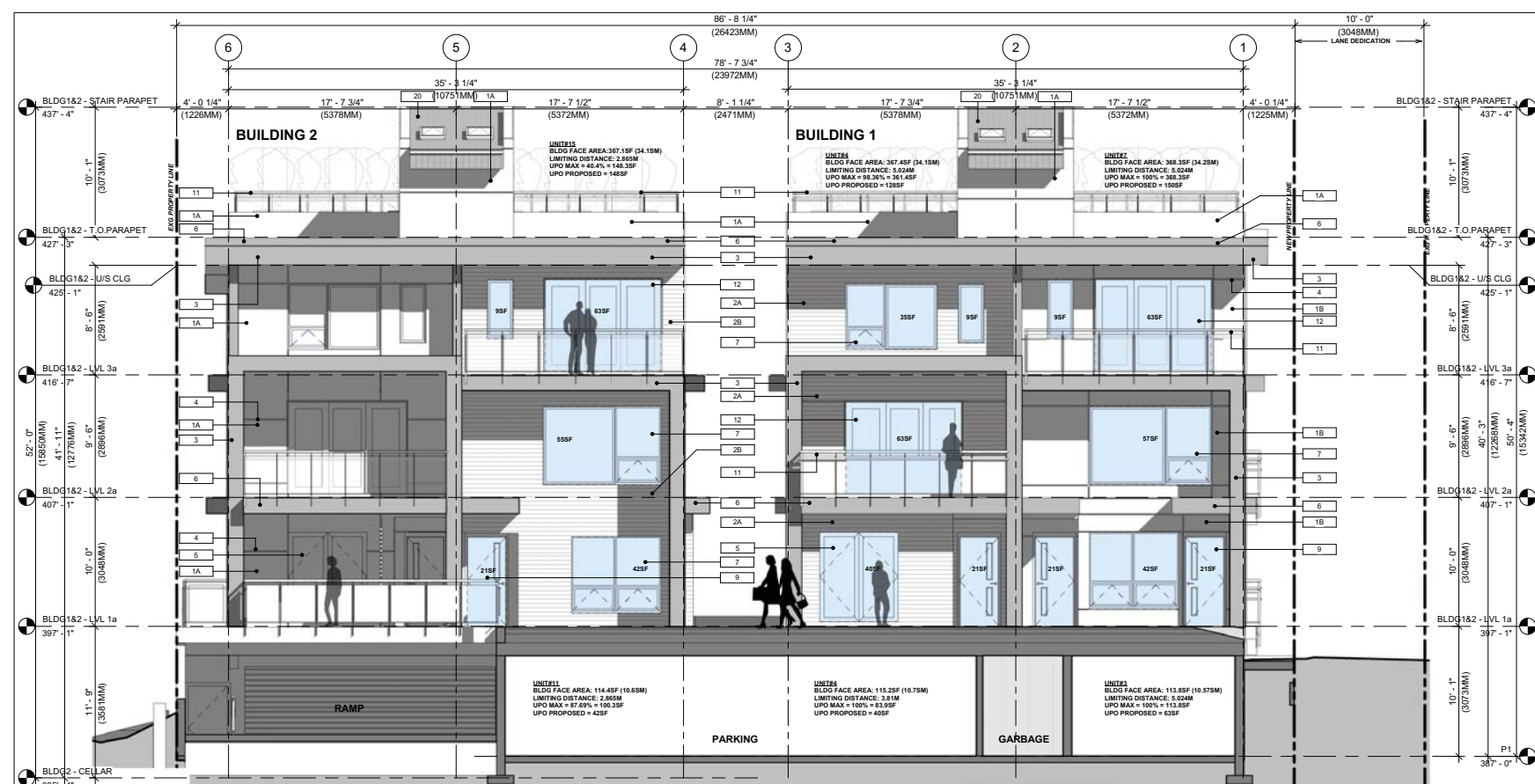
PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP11952Z

2416 WESTERN AVE.  
NORTH VANCOUVER

**ELEVATIONS -  
BLDGs #1/2 EAST**

Date	2024 MAY 12	Project number	2316
Scale	1/4" = 1'-0"		
Drawn by	CK/HD		
Approved by	CK		

**RZ302**



**MATERIALS LIST**

#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1B	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM METROPOLITAN)
2A	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM DISTANT GREY)
2B	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM CHAMPION COBALT)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
4	1" REVEAL TRANSITION (PTD TO MATCH CLADDING)
5	DOUBLE GLAZED SLIDING DOOR
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
9	ENTRY DOOR W/ GLAZED LITES (PAINT COLOUR: BM LIGHNING BUG)
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
12	STACKING GLAZED DOOR SYSTEM
20	STANDING SEAM METAL ROOFING



**EAST (REAR) PERSPECTIVE**

**1-4 EAST (REAR) ELEVATION**  
1/4" = 1'-0"



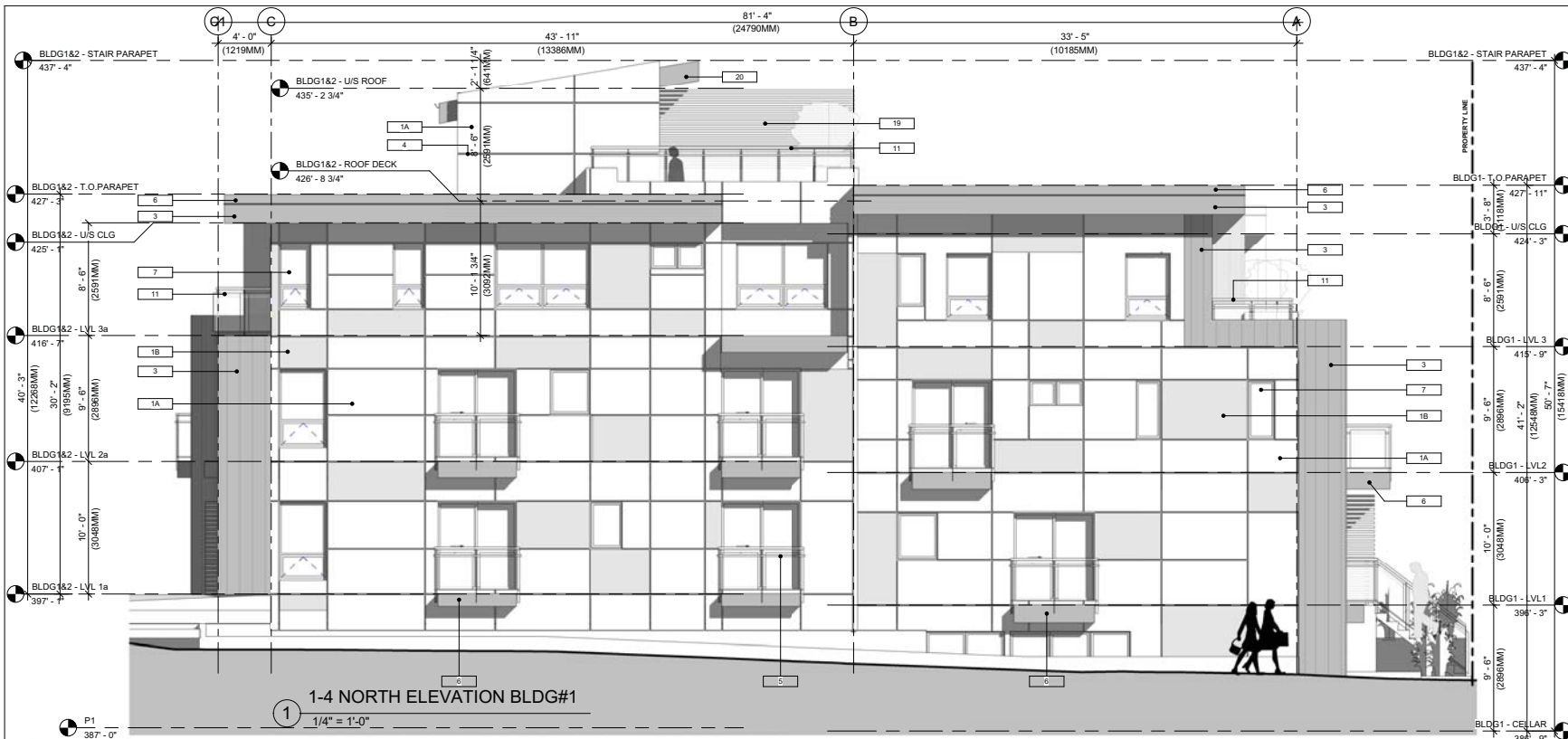
677 EAST 27TH AVENUE  
VANCOUVER, BC V5V 2K7  
PH: 604.286.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

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**GENERAL CONTRACTOR RESPONSIBILITY TO READ CONTRACT**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET OUT IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO CHECK THE CONTRACT DOCUMENTS FOR ANY DISCREPANCIES AND TO DISCLOSE ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS IMMEDIATELY OR BY THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCLOSED WITHIN THE ARCHITECT'S REASONABLE BUSINESS HOURS. BEFORE PROCEEDING WITH ANY WORK. GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN IN THE DRAWINGS.  
CONTRACT REVISIONS:  
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Revisions	No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08	
8	ISSUED FOR CLIENT REVIEW	2024 JAN 29	
10	RESUBMITTED FOR REZONING	2024 MAR 01	
11	RESUBMITTED FOR REZONING	2024 MAY 12	



1-4 NORTH ELEVATION BLDG#1  
1/4" = 1'-0"



NORTH PERSPECTIVE - BUILDING 1

MATERIALS LIST	
#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1B	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM METROPOLITAN)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
4	1" REVEAL TRANSITION (PTD TO MATCH CLADDING)
5	DOUBLE GLAZED SLIDING DOOR
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
19	POWDERCOATED ALUM PRIVACY SCREEN
20	STANDING SEAM METAL ROOFING

PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522  
2124-25-2  
NORTH VANCOUVER

### ELEVATION - BLDG #1 NORTH

Date	Project number
2024 MAY 12	2316
Scale	1/4" = 1'-0"
Drawn by	CK/HD
Approved by	CK

## RZ303



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GENERAL CONTRACTOR'S RESPONSIBILITY STATEMENT  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS DETAILLED IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS DETAILLED IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS DETAILLED IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS DETAILLED IN THE CONTRACT DOCUMENTS.

ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY. ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.

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No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW	2024 JAN 29
10	REISSUED FOR REZONING	2024 MAR 01
11	REISSUED FOR REZONING	2024 MAY 12



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

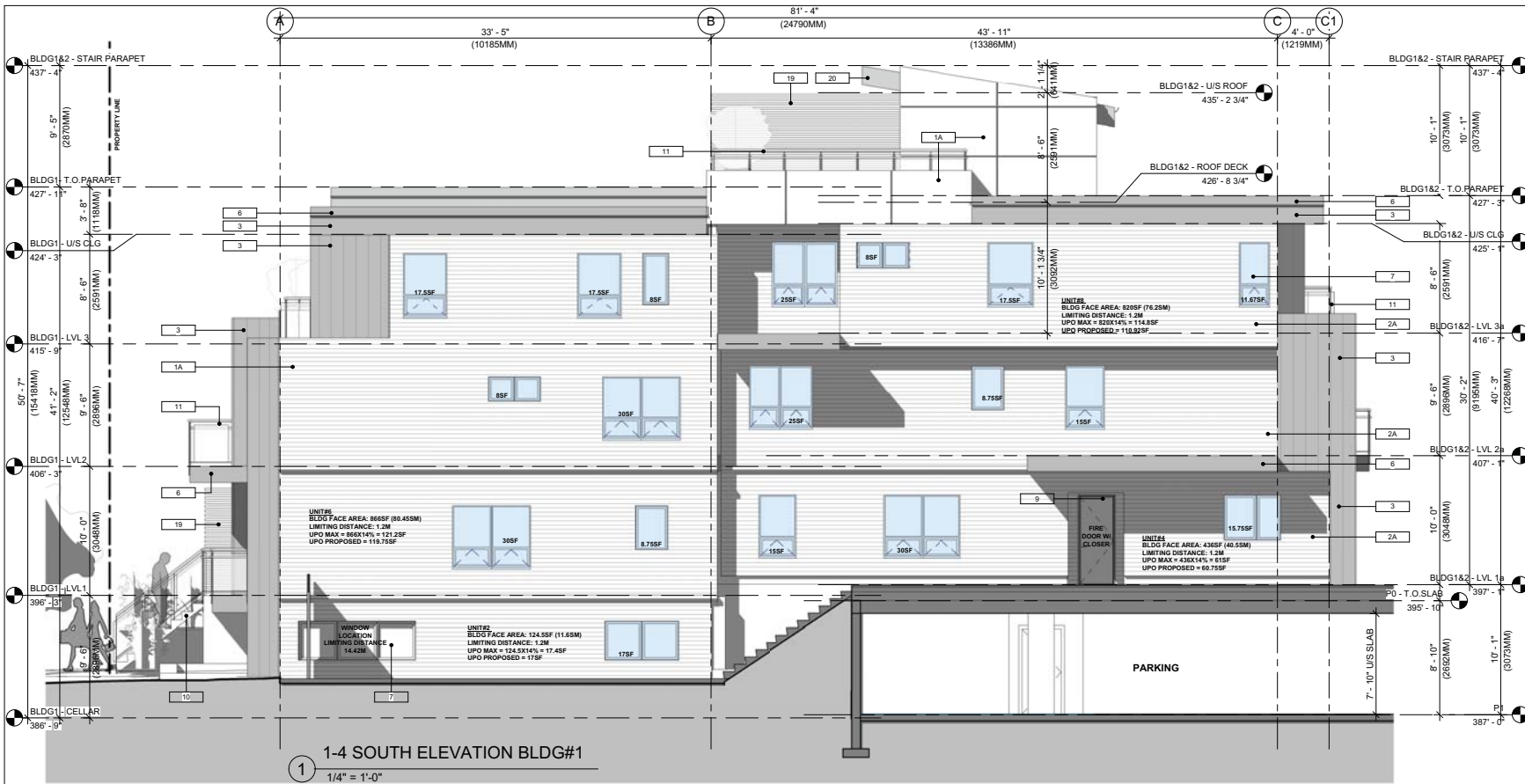
2416 WESTERN AVE.  
NORTH VANCOUVER

**ELEVATION -  
BLDG #1 SOUTH**

Date	2024 MAY 12	Project number	2316
Scale	1/4" = 1'-0"		
Drawn by	CK/HD		
Approved by	CK		

**RZ304**

#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
2A	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM DISTANT GREY)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
9	ENTRY DOOR W/ GLAZED LITES (PAINT COLOUR: BM LIGNING BUG)
10	CAST IN PLACE CONCRETE STAIR
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
19	POWDERCOATED ALUM PRIVACY SCREEN
20	STANDING SEAM METAL ROOFING



**1-4 SOUTH ELEVATION BLDG#1**  
1/4" = 1'-0"

2024-05-11 11:52:27 AM



677 EAST 27TH AVENUE  
VANCOUVER, BC V5V 2K7  
PH: 604.266.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

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**GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO DISCLOSE ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS TO THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK. WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

THIS PLAN AND DESIGN ARE, AND AT ALL TIMES REMAIN, THE EXCLUSIVE PROPERTY OF ARCHITECTURAL COLLECTIVE INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT.

Revisions	No.	Description	Date
3	ISSUED FOR CIV PRELIM REVIEW#1	2023 MAY 26	
5	ISSUED FOR CIV PRELIM REVIEW#2	2023 JUN 26	
7	ISSUED FOR REZONING REVIEW#1	2023 OCT 08	
8	ISSUED FOR CLIENT REVIEW#1	2024 JAN 29	
10	RESUBMITTED FOR REZONING	2024 MAR 01	
11	RESUBMITTED FOR REZONING	2024 MAY 12	

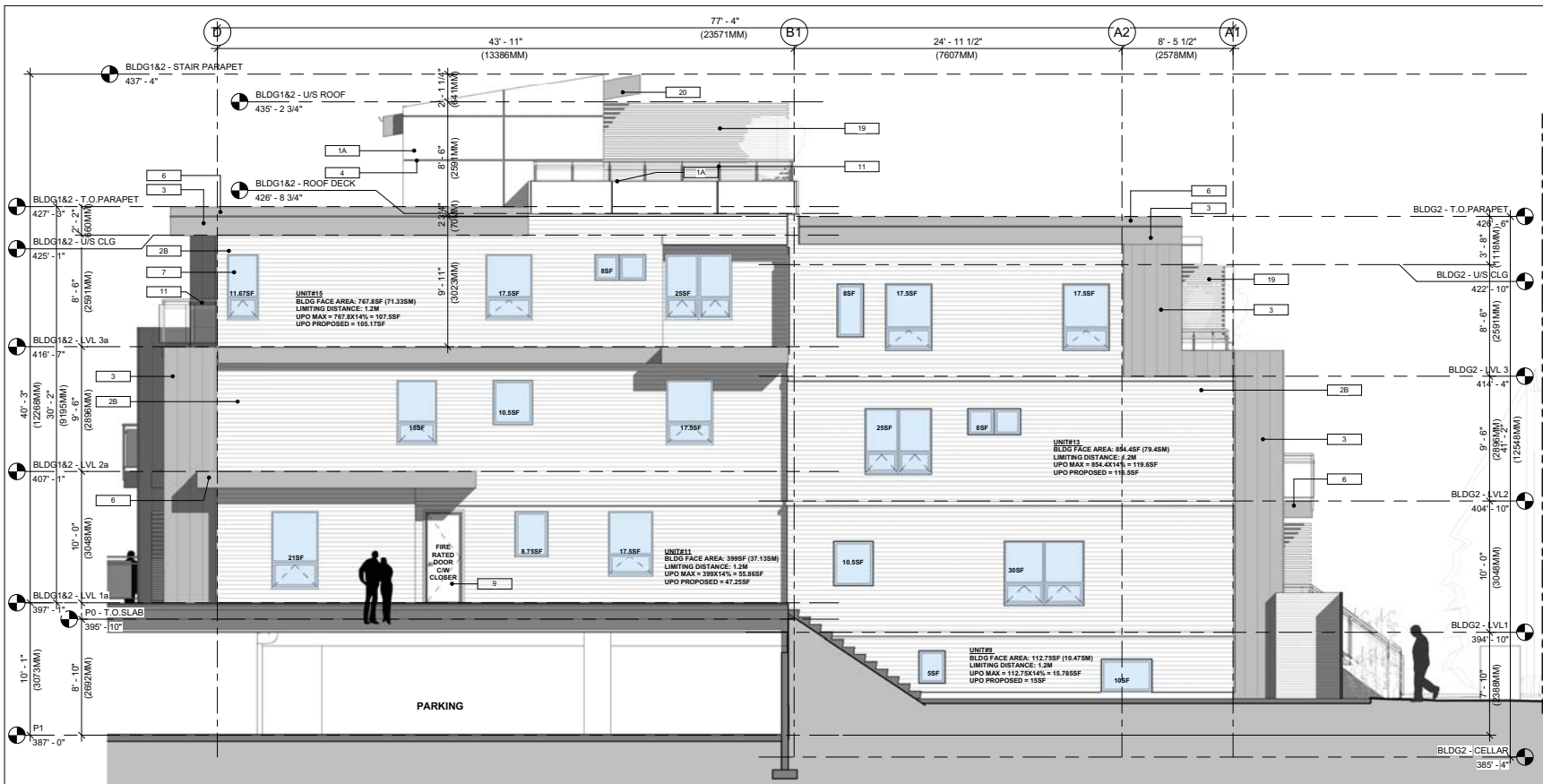
PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

DRAWING TITLE

**ELEVATION -  
BLDG #2 NORTH**

Date	2024 MAY 12	Project number	2316
Scale	1/4" = 1'-0"	<b>RZ305</b>	
Drawn by	CK/SB/HD		
Approved by	CK		



1-4 NORTH ELEVATION BLDG#2  
1/4" = 1'-0"

MATERIALS LIST	
#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
2B	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM CHAMPION COBALT)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
4	1" REVEAL TRANSITION (PTD TO MATCH CLADDING)
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
9	ENTRY DOOR W/ GLAZED LITES (PAINT COLOUR: BM LIGHNING BUG)
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
19	POWDERCOATED ALUM PRIVACY SCREEN
20	STANDING SEAM METAL ROOFING

2024.05.11.15.29.04





677 EAST 27<sup>TH</sup> AVENUE  
VANCOUVER, BC V5V 2K7  
PH: 604.286.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

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**GENERAL CONTRACTOR RESPONSIBILITY STATEMENT**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCLOSED WITHIN THE ARCHITECT'S RESPONSIBILITY BEFORE PROCEEDING WITH ANY WORK. ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY. WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

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REVISIONS	No.	Description	Date
3	ISSUED FOR CIV. PRELIM REVIEW#1	2023 MAY 26	
5	ISSUED FOR CIV. PRELIM REVIEW#2	2023 JUNE 28	
7	ISSUED FOR REZONING REVIEW#1	2023 OCT 08	
8	ISSUED FOR CLIENT REVIEW#1	2024 JAN 29	
10	ISSUED FOR REZONING REVIEW#2	2024 MAR 01	
11	ISSUED FOR REZONING REVIEW#3	2024 MAY 12	



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE.  
NORTH VANCOUVER

DRAWING TITLE

**ELEVATION -  
BLDG #2 SOUTH**

Date: 2024 MAY 12 Project number: 2316

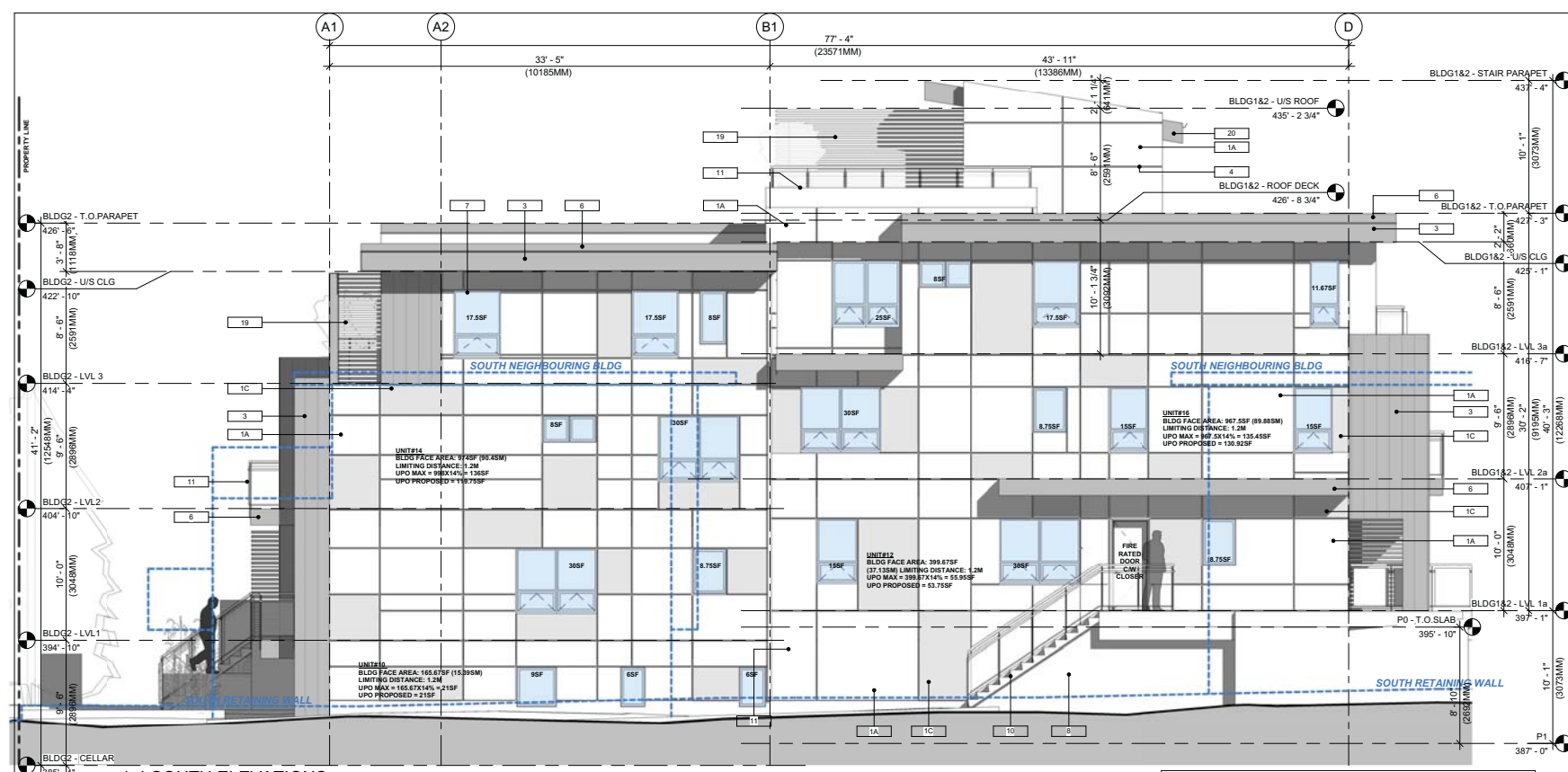
Scale: 1/4" = 1'-0"

Drawn by: CK

Approved by: CK

**RZ306**

2024-05-11 12:49:07PM



1-4 SOUTH ELEVATIONS  
② BLDG#2  
1/4" = 1'-0"



SOUTH PERSPECTIVE - BUILDING 2

MATERIALS LIST	
#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1C	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM COLONIAL BLUE)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
4	1" REVEAL TRANSITION (PTD TO MATCH CLADDING)
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
8	CAST IN PLACE CONCRETE FOUNDATION
10	CAST IN PLACE CONCRETE STAIR
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
19	POWDERCOATED ALUM PRIVACY SCREEN
20	STANDING SEAM METAL ROOFING



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VANCOUVER, BC V5V 2K7  
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GENERAL CONTRACTOR'S RESPONSIBILITY TO PROTECT PERMITS

IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND VERIFY THAT THE WORK IS DETAILLED IN THE CONTRACT DOCUMENTS. IT IS THEREFORE NECESSARY FOR THE GENERAL CONTRACTOR TO TAKE CAREFUL ATTENTION TO THE SIZE DIMENSIONS, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.

ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, MEMORANDA OR BETWEEN THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCUSSED WITH THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK.

WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

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REVISIONS		
No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW	2024 JAN 29
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

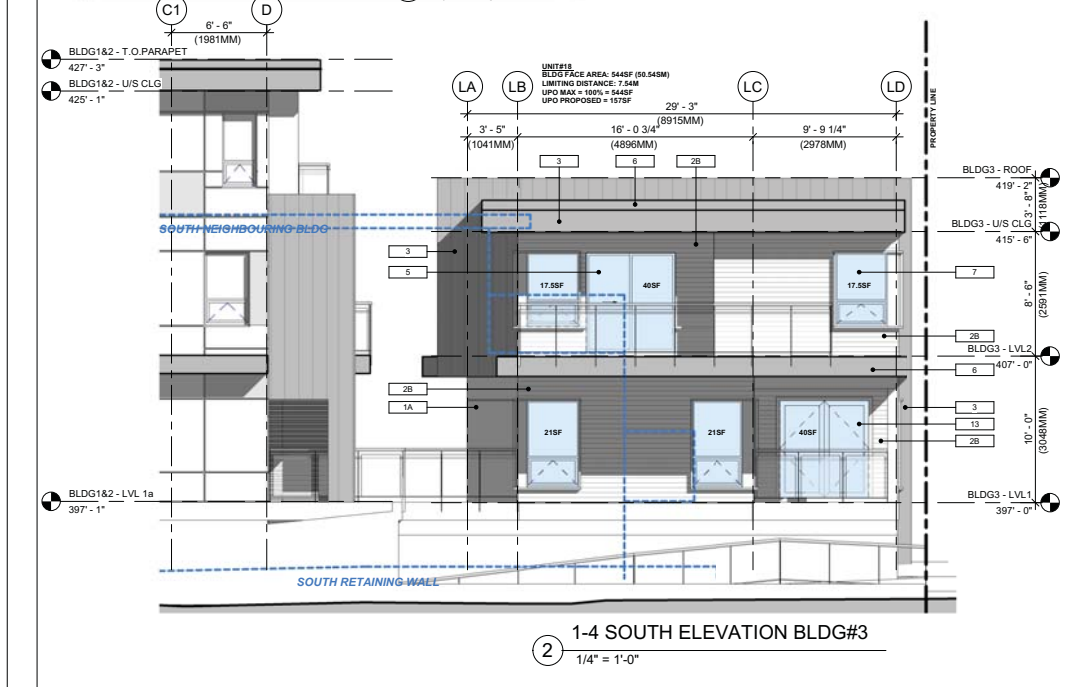
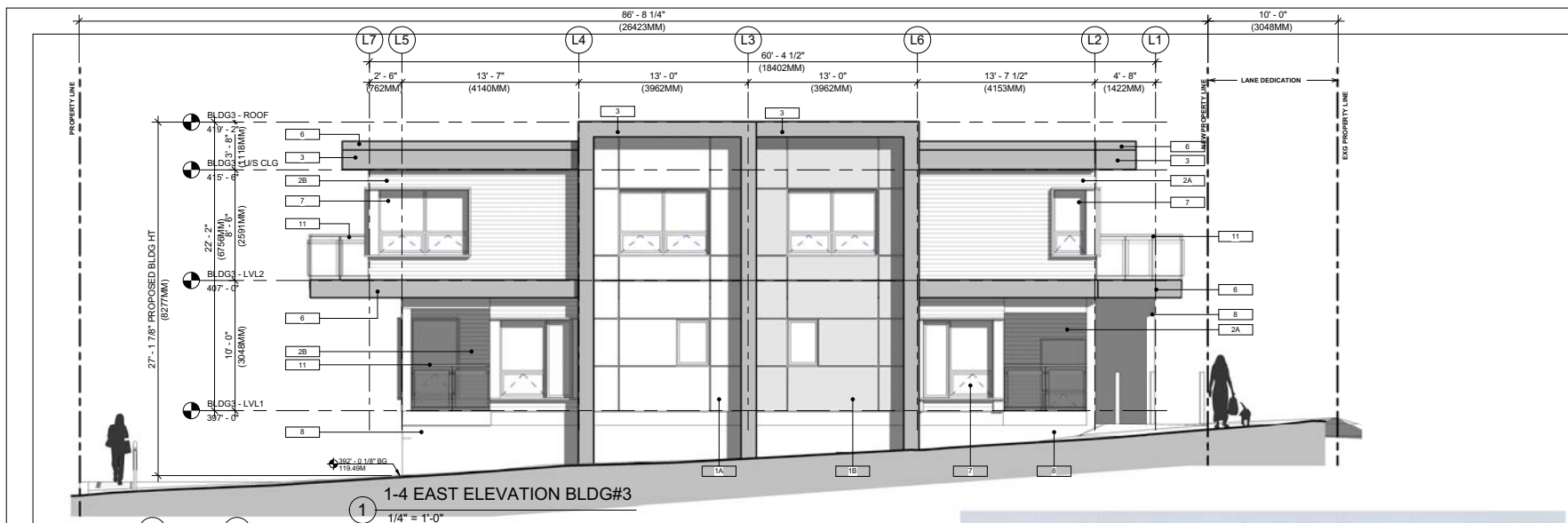
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2416 WESTERN AVE,  
NORTH VANCOUVER

DRAWING TITLE

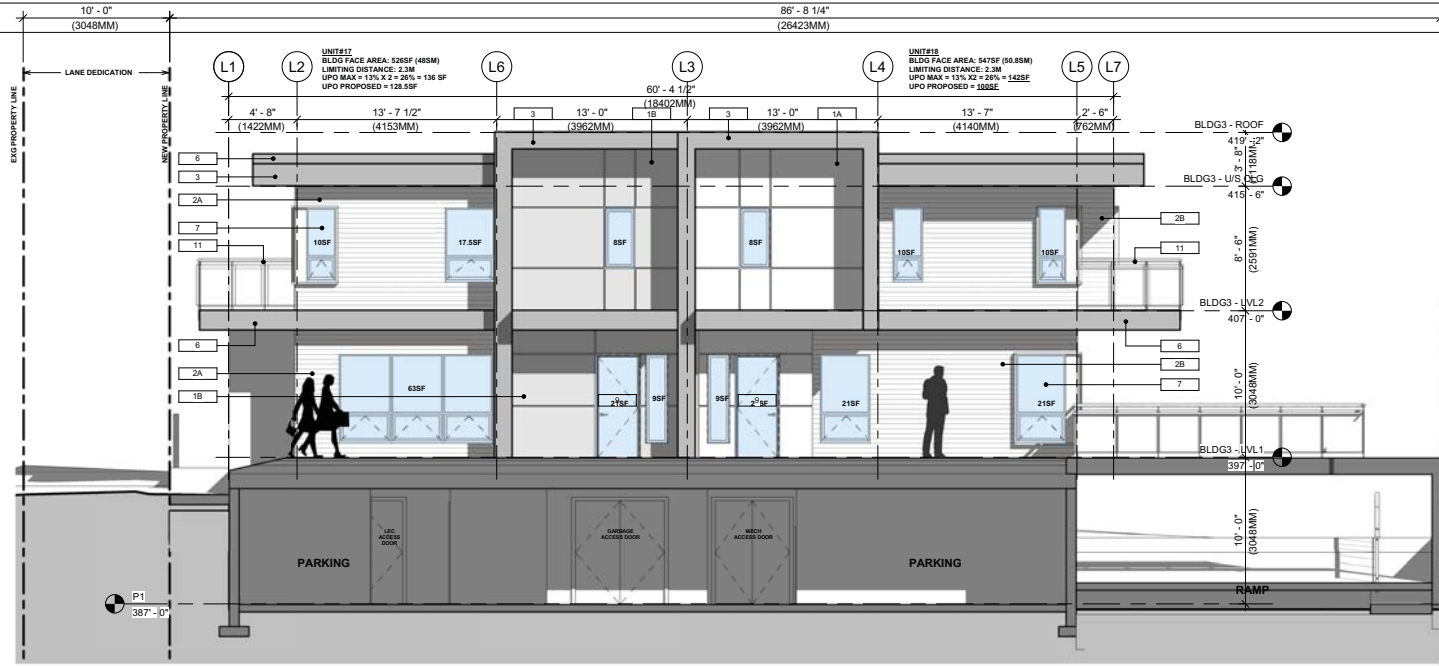
**ELEVATIONS -  
BLDG #3 SOUTH &  
EAST**

Date	2024 MAY 12	Project number	2316
Scale	1/4" = 1'-0"		
Drawn by	CK/HD	<b>RZ307</b>	
Approved by	CK		

2024.05.11.15.46/PKL

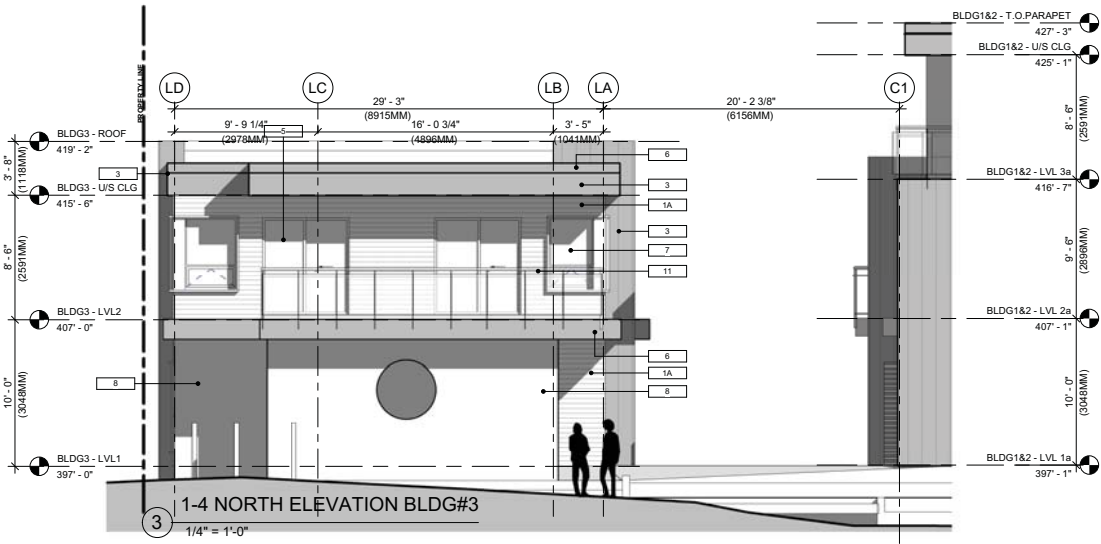


MATERIALS LIST	
#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1B	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM METROPOLITAN)
2A	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM DISTANT GREY)
2B	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM CHAMPION COBAL T)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
5	DOUBLE GLAZED SLIDING DOOR
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
8	CAST IN PLACE CONCRETE FOUNDATION
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL
13	DOUBLE GLAZED FRENCH DOORS (FRAME COLOUR: BLACK)



1-4 WEST ELEVATION BLDG#3

1/4" = 1'-0"



1-4 NORTH ELEVATION BLDG#3

1/4" = 1'-0"



WEST PERSPECTIVE - BUILDING 3

MATERIALS LIST	
#	DESCRIPTION
1A	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM DISTANT GREY)
1B	NON-COMBUSTIBLE COMPOSITE PANEL C/W PREFIN METAL REVEALS/ TRANSITIONS (PAINT COLOUR: BM METROPOLITAN)
2A	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM DISTANT GREY)
2B	NON-COMBUSTIBLE PLANK SIDING (PAINT COLOUR: BM CHAMPION COBALT)
3	STANDING SEAM MTL CLADDING (PAINT COLOUR: CASCADIA SLATE GREY)
5	DOUBLE GLAZED SLIDING DOOR
6	PREFINISHED MTL FLASHING AT FASCIA (COLOUR TO MATCH STANDING SEAM)
7	VINYL FRAMED GLAZED WINDOWS (FRAME COLOUR: BLACK)
8	CAST IN PLACE CONCRETE FOUNDATION
9	ENTRY DOOR W/ GLAZED LITES (PAINT COLOUR: BM LIGHTNING BUG)
11	POWDERCOATED ALUM STANCHIONS C/W 1/2" TEMPERED GLAZED GUARDS C/W POWDERCOATED ALUM OR SS 'U' CHANNEL @ TOP OF GLAZING PANEL



677 EAST 27<sup>TH</sup> AVENUE  
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ARCHITECTURAL CONTRACTING & DESIGN SERVICES

IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND CARRY OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THEREFORE NECESSARY FOR THE GENERAL CONTRACTOR TO MAKE HIS OWN CLOSE ATTENTION TO ALL THE DIMENSIONS, GEOMETRIES AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.

ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, BEFORE PROCEEDING WITH ANY WORK, SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY BY WRITTEN MEANS.

WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

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REVISIONS		
No.	Description	Date
3	ISSUED FOR CNV PRELIM REVIEW#1	2023 MAY 26
5	ISSUED FOR CNV PRELIM REVIEW#2	2023 JUNE 28
7	ISSUED FOR REZONING	2023 OCT 08
8	ISSUED FOR CLIENT REVIEW#4	2024 JAN 29
10	RESUBMITTED FOR REZONING	2024 MAR 01
11	RESUBMITTED FOR REZONING	2024 MAY 12

PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

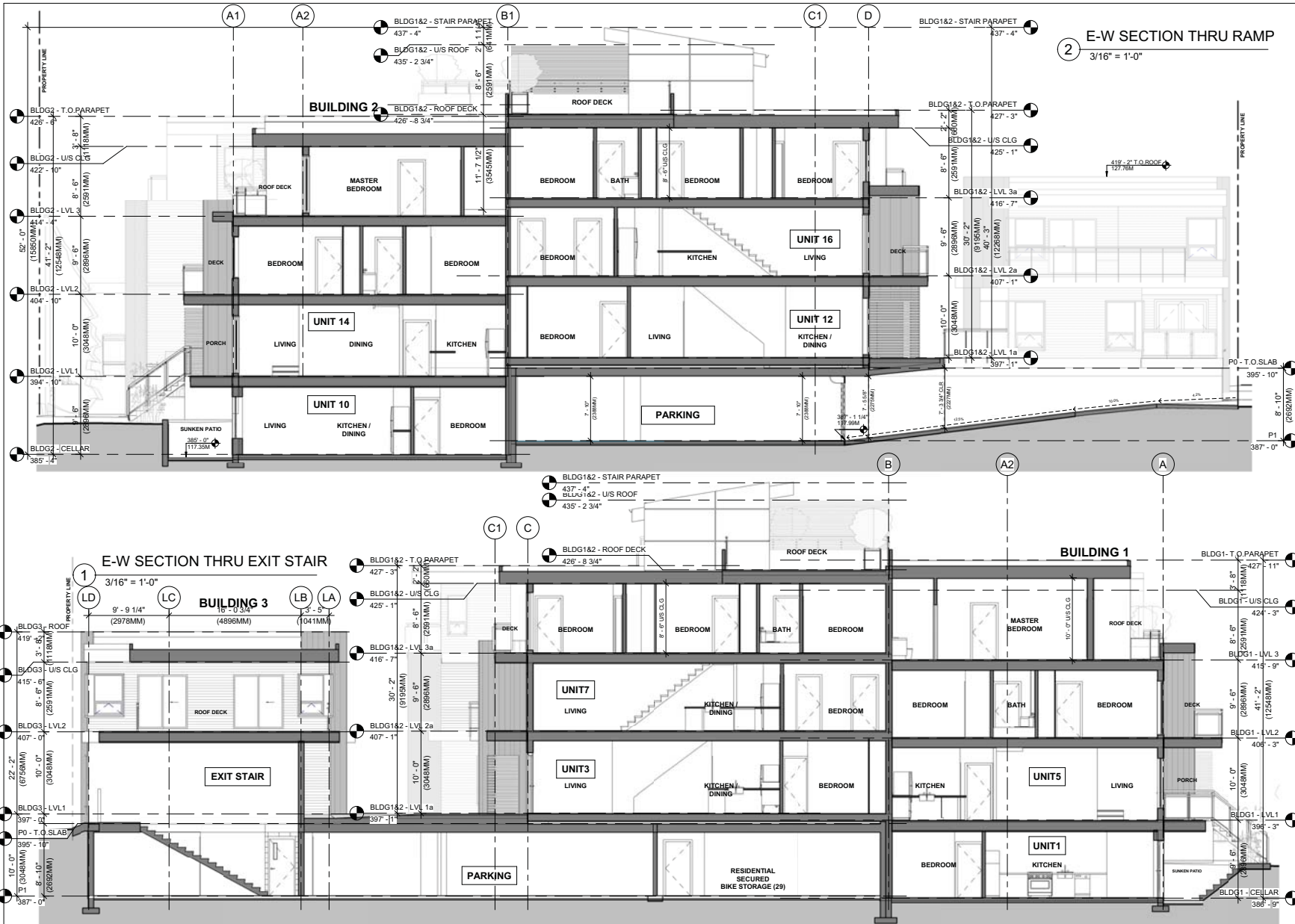
DRAWING TITLE

ELEVATIONS -  
BLDGs #3 WEST &  
NORTH

Date	2024 MAY 12	Project number	2316
Scale	As indicated		
Drawn by	SB/HD		
Approved by	CK		

**RZ308**

2024.05.11 12:56 PM



2 E-W SECTION THRU RAMP  
3/16" = 1'-0"



677 EAST 27TH AVENUE  
VANCOUVER, BC V5V 2K7  
PH: 604.286.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

**GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY DIMENSIONS**  
IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET OUT IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY THE DIMENSIONS AND CONDITIONS WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.  
ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, DIMENSIONS OR SETTING OUT THE CONTRACT DOCUMENTS & SITE CONDITIONS ARE TO BE DISCUSSED WITH THE ARCHITECT IMMEDIATELY, BEFORE PROCEEDING WITH ANY WORK.  
WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.  
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REVISIONS	No.	Description	Date
	7	ISSUED FOR ZONING	2023 OCT 08
	10	RESUBMITTED FOR	2024 MAR 01
	11	RESUBMITTED FOR	2024 MAY 12



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE.  
NORTH VANCOUVER

**SECTIONS - EAST-WEST**

Date	2024 MAY 12	Project number	2316
Scale	3/16" = 1'-0"		
Drawn by	SB/HD		
Approved by	CK		

**RZ401**

2024-05-11 12:59:58PM

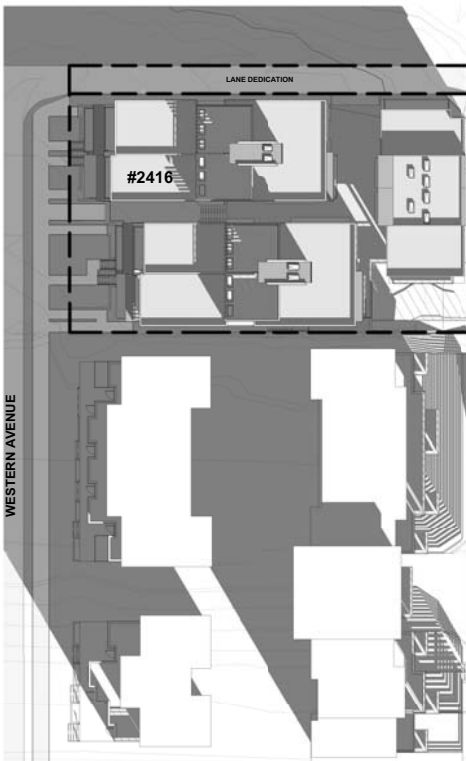




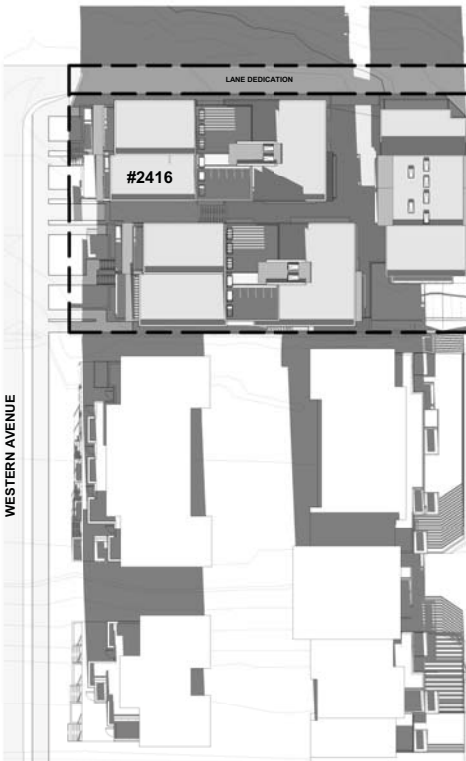




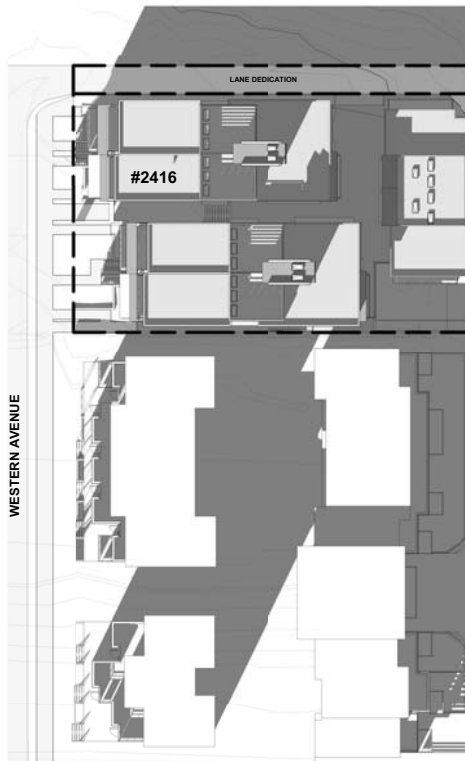




① SHADOW STUDY - DEC21 10AM  
3/64" = 1'-0"



② SHADOW STUDY - DEC21 12PM  
3/64" = 1'-0"



③ SHADOW STUDY - DEC21 2PM  
3/64" = 1'-0"



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VANCOUVER, BC V5V 2K7  
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**ADDITIONAL CONTRACTING AND GENERAL BUILDING TERMS**

IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO CHECK FOR ANY DISCREPANCIES WHICH MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.

ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, WHETHER OR NOT SET FORTH IN THE CONTRACT DOCUMENTS, ARE TO BE DISCLOSED TO THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK.

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REVISIONS		
No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08
10	REISSUED FOR REZONING	2024 MAR 01
11	REISSUED FOR REZONING	2024 MAY 12



PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

DRAWING TITLE  
**SHADOW STUDIES -  
DECEMBER 21**

Date	2024 MAY 12	Project number	2316
Scale	3/64" = 1'-0"	RZ602	
Drawn by	CK/SB		
Approved by	CK		

2024-05-11 11:59:25 AM



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VANCOUVER, BC V5V 2K7  
PH: 604.286.4679  
E: INFO@ARCHITECTURALCOLLECTIVE.COM

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**ADDITIONAL CONTRACTING REQUIREMENTS TO STANDARD FORMS**

IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO LAY OUT AND CHECK OUT THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO OBTAIN ALL NECESSARY APPROVALS FROM THE LOCAL GOVERNMENT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL GOVERNMENT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL GOVERNMENT.

ANY DISCREPANCIES WHICH THE GENERAL CONTRACTOR DISCOVERS WITHIN THE CONTRACT DOCUMENTS, WHETHER OR NOT SET FORTH IN THE CONTRACT DOCUMENTS, SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT. WRITTEN DIMENSIONS AND LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

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REVISIONS		
No.	Description	Date
7	ISSUED FOR REZONING	2023 OCT 08
10	ISSUED FOR REZONING	2024 MAR 01
11	ISSUED FOR REZONING	2024 MAY 12

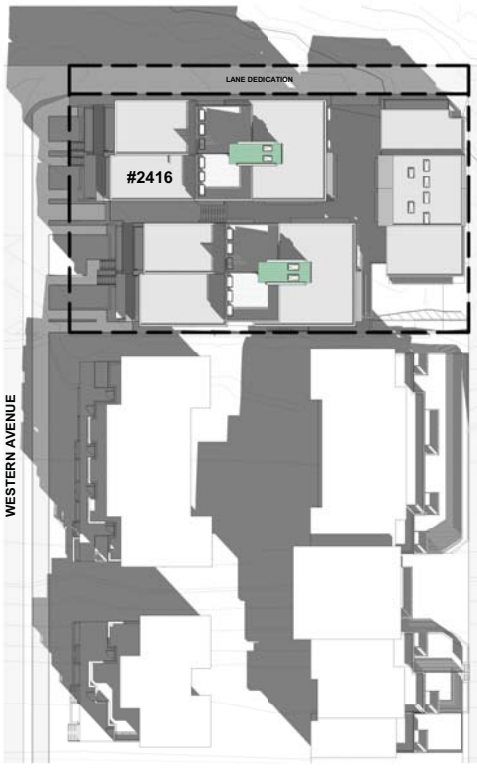


PROJECT:  
LEGAL ADDRESS: LOT A, BLOCK 215,  
DISTRICT LOT 545, GROUP 1, NWD  
PLAN EPP119522

2416 WESTERN AVE,  
NORTH VANCOUVER

DRAWING TITLE  
**SHADOW STUDIES - MARCH 21**

Date	2024 MAY 12	Project number	2316
Scale	3/64" = 1'-0"	<b>RZ603</b>	
Drawn by	CK/SB		
Approved by	CK		



1 SHADOW STUDY - MAR21 10AM  
3/64" = 1'-0"



2 SHADOW STUDY - MAR21 12PM  
3/64" = 1'-0"



3 SHADOW STUDY - MAR21 2PM  
3/64" = 1'-0"

# PROJECT NAME: 2416-2400 Western Ave North Van

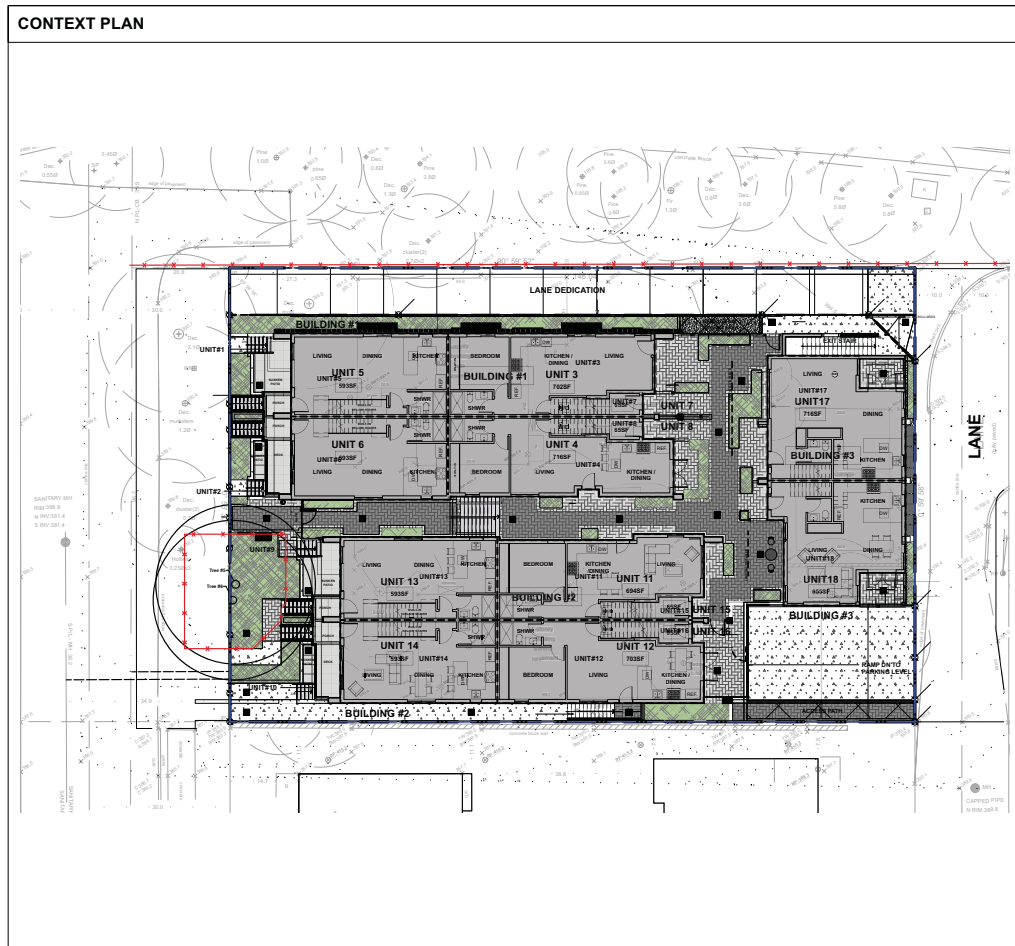
PROJECT NO: 2022-31

PROJECT ADDRESS: 2416-2400 Western Ave North Van

DATE: 2024-05-13


ISSUED FOR: Reissue for Rezoning

TABLE OF CONTENTS	
Sheet Number	Sheet Title
L0a	Landscape Cover Sheet
L1	Landscape Tree Protection Plan
L2a	Landscape Materials and Layout Plan - Ground Level
L2b	Landscape Materials and Layout Plan - Rooftop
L2c	Landscape Grading and Drainage Plan
L3	Landscape Lighting and Irrigation Plan
L4a	Landscape Planting Plan - Ground Level
L4b	Landscape Planting Plan - Roof Level
L5a	Landscape Materials and Layout Plan - Offsite
L5b	Landscape Planting Plan - Offsite
L6a	Landscape Details
L6b	Landscape Details



PACKAGE IS ONLY TO SCALE WHEN PRINTED ON 24"x36" SHEETS UNLESS OTHERWISE INDICATED

Date	Issue Notes
2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-06-18	Issued for Arch Review/Coordination
2023-06-09	Issued for Arch Review
2023-07-04	Issued for Arch Review



**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
4810 160th St, Burnaby, BC, V5N 1M1  
604-666-1002 | info@prospectandrefuge.ca  
Building on over 25 years of history as Jonathan Lewis Ltd.

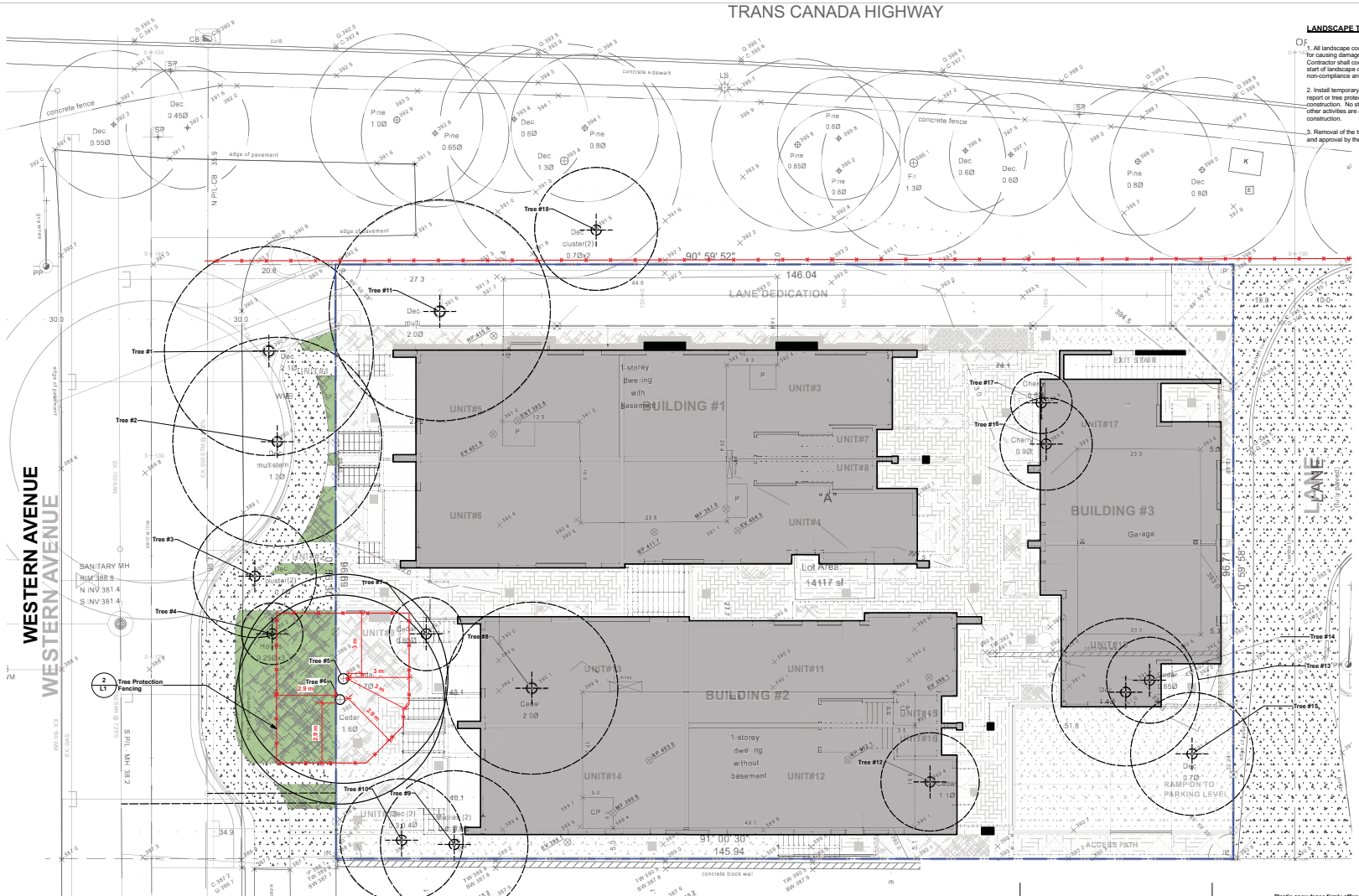
Project Site and Address:  
2416-2400 Western Ave North Van  
2416-2400 Western Ave North Van

Sheet Title:  
Landscape Cover Sheet

Project No:	Date:
2022-31	
Project Manager:	Drawn No.:
NR	
Reviewed By:	
AS	

**L0a**

TRANS CANADA HIGHWAY



- LANDSCAPE TREE NOTES**
- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
  - Install temporary tree protection fencing as per arborist report or tree protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
  - Removal of the tree barriers requires advance coordination and approval by the project arborist.

**LEGEND**

- Property Line
- Tree protection fence
- Existing Tree: TO BE RETAINED
- Existing Tree: TO BE REMOVED

Confirm that trees are free of nesting birds prior to removal or wait until the bird nesting season is over.

NOTE: The tree protection barriers must be built and inspected before the building permits can be issued. Please call the building inspector at your municipality and request a tree barrier inspection at least 48 hours in advance of the building permit.

Date	Issue/Notes
2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-08-18	Issued for Arch Review/Coordination.
2023-08-09	Issued for Arch Review
2023-07-04	Issued for Arch Review



**Prospect & Refuge**

LANDSCAPE ARCHITECTS  
 #100-1000 W. 4th Ave. Vancouver, BC V6J 1Y1  
 604-683-1002 info@prospectandrefuge.ca  
 Building for over 25 years of history on Jonathan Lewis Lane

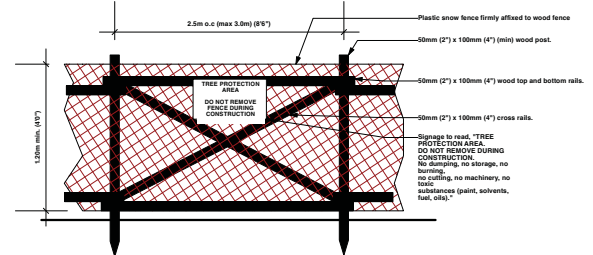
Project Site and Address:  
**2416-2400 Western Ave North Van**  
 2416-2400 Western Ave North Van

Draw Title:  
**Landscape Tree Protection Plan**

Project No.: 2022-31 Date: 1/8" = 1'-0"

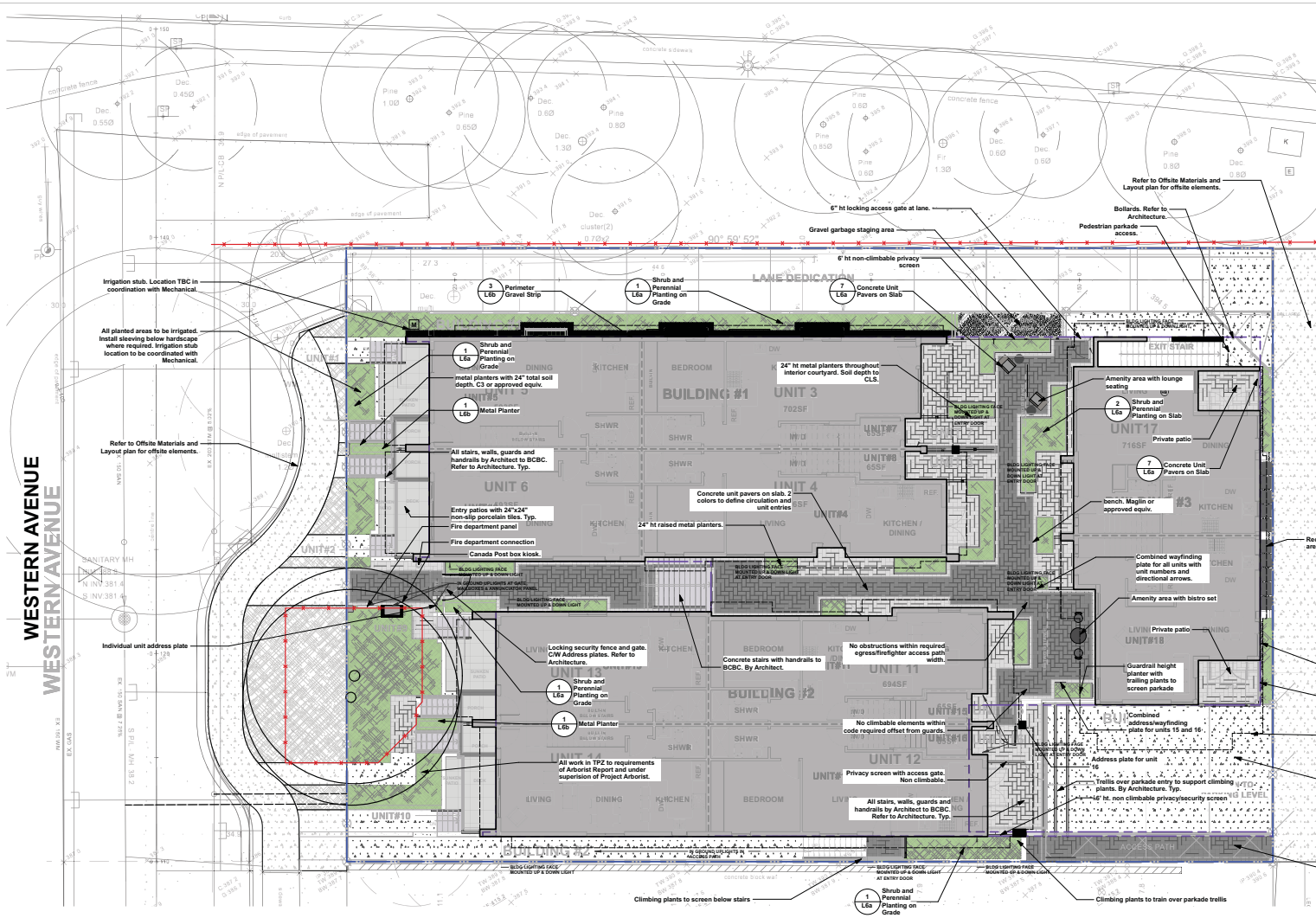
Project Manager: NR Draw No.: L1  
 Reviewed By: AS

Tree Number	DBH	Tree Type	Action
Tree #1	2.185	Deciduous	Remove
Tree #2	1.500	Deciduous	Remove
Tree #3	623	Deciduous	Remove
Tree #4	229	Evergreen	Remove
Tree #7	891	Conifer	Remove
Tree #8	2.100	Conifer	Remove
Tree #9	519	Deciduous	Remove
Tree #10	917	Deciduous	Remove
Tree #11	377	Deciduous	Remove
Tree #17	328	Deciduous	Remove
Tree #18	498	Deciduous	Remove
Tree #12	328	Conifer	Remove
Tree #14	498	Deciduous	Remove
Tree #13	24,000	Deciduous	Remove
Tree #15	755	Deciduous	Remove
Tree #6	1,278	Conifer	Retain
Tree #5	1,673	Conifer	Retain
Tree #18	089	Deciduous	Remove



2 Tree Protection Fencing  
 Scale: 1/2" = 1'-0"

3 Landscape Tree Protection Plan  
 Scale: 1/8" = 1'-0"



**LANDSCAPE GENERAL NOTES**

- All landscape material and execution shall conform to the Canadian Landscape Standard, all applicable and noted codes, bylaws and specifications, and life-safety requirements.
- Do not construct from these drawings unless marked "Issued For Construction".
- The Landscape Contractor shall submit all questions, reports, inquiries and requests pertaining to these drawings or their execution in writing to the Landscape Consultant.
- Existing condition plans were prepared by others and actual conditions may vary from those shown. The Landscape Contractor shall conduct a site visit to determine existing conditions and report all discrepancies between the plans and actual site to the Landscape Consultant prior to construction. The Landscape Contractor shall assume responsibility for actual site conditions (including subsurface).
- The Landscape Contractor shall conduct a site visit and review to determine the extent of work required (including but not limited to demolition, preparation and removals). Landscape Contractor shall report any discrepancies between the required and proposed work, to the Landscape Architect prior to construction.
- The Landscape Contractor shall verify all scaled and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or incompatibilities to the Landscape Consultant.
- Provide positive grades away from buildings and toward lawn drains and catch basins. Slope away from building at a minimum of 2%.
- All landscaping shall have a high efficiency irrigation system to IMBC standards. Unless otherwise specified, the irrigation system shall be drip-bubbled by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.
- All substitutions shall be approved by the Landscape Consultant.
- The Landscape Contractor shall repair any damage resulting from work on site.
- The Landscape Contractor shall provide 1 year of CLS level 1 maintenance (including watering) after the date of substantial completion.
- All walls 3' or taller, all guards, all concrete footings and all other shall be designed by structural engineer. All walls shall be inspected and approved by geotechnical and structural engineer. Ensure positive drainage behind all walls.
- When working within the City of Vancouver, the Landscape Contractor shall ensure all project activities conform to Japanese Beetle Regulation.

**LANDSCAPE TREE NOTES**

- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
- Install temporary tree protection fencing as per arborist report or tree protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
- Removal of the tree barriers requires advance coordination and approval by the project arborist.

**NOTE**  
All grades by Civil/Architecture. Refer to Civil/Arch for additional information

**LEGEND**

- Property Line
- Line of protection fence
- Tree stub below

**HARDSCAPE MATERIALS:**

- Concrete unit pavers on slab. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural
- Permeable concrete unit pavers on grade. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural
- CIP concrete sidewalk/walkway. To CNV standard where offsets.
- Porcelain Pavers with non-slip surface. 24"x24" unit size. Product spec tbd. Installation method (adhesive or on pedestals) tbd.

**SOFTSCAPE MATERIALS:**

- Planting Bed
- Sodded Lawn

**LINE & SYMBOLS**

- Building envelope
- Building roof overhang

**DETAIL**

- 1 L&B
- 2 L&B
- 3 L&B
- 4 L&B
- 5 L&B
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- 50 L&B

**3 Landscape Materials and Layout Plan - Ground Level**  
Scale: 1/8" = 1'-0"



2 colors of pavers to define entries and circulation areas



Indigenous and low maintenance planting



Raised metal planters to define space and create opportunities for additional planting in slab areas

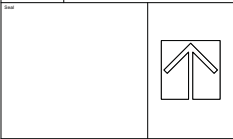


Small seating areas for community use



Blue plastic seating areas for community use

Date	Issue Notes
2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - The DP
2023-06-18	Issued for Arch Review/Coordination.
2023-06-09	Issued for Arch Review
2023-07-04	Issued for Arch Review



**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
400-688-8800 | 800-466-8800 | 416-924-8800  
Building on over 25 years of history in Junction Loops, L26

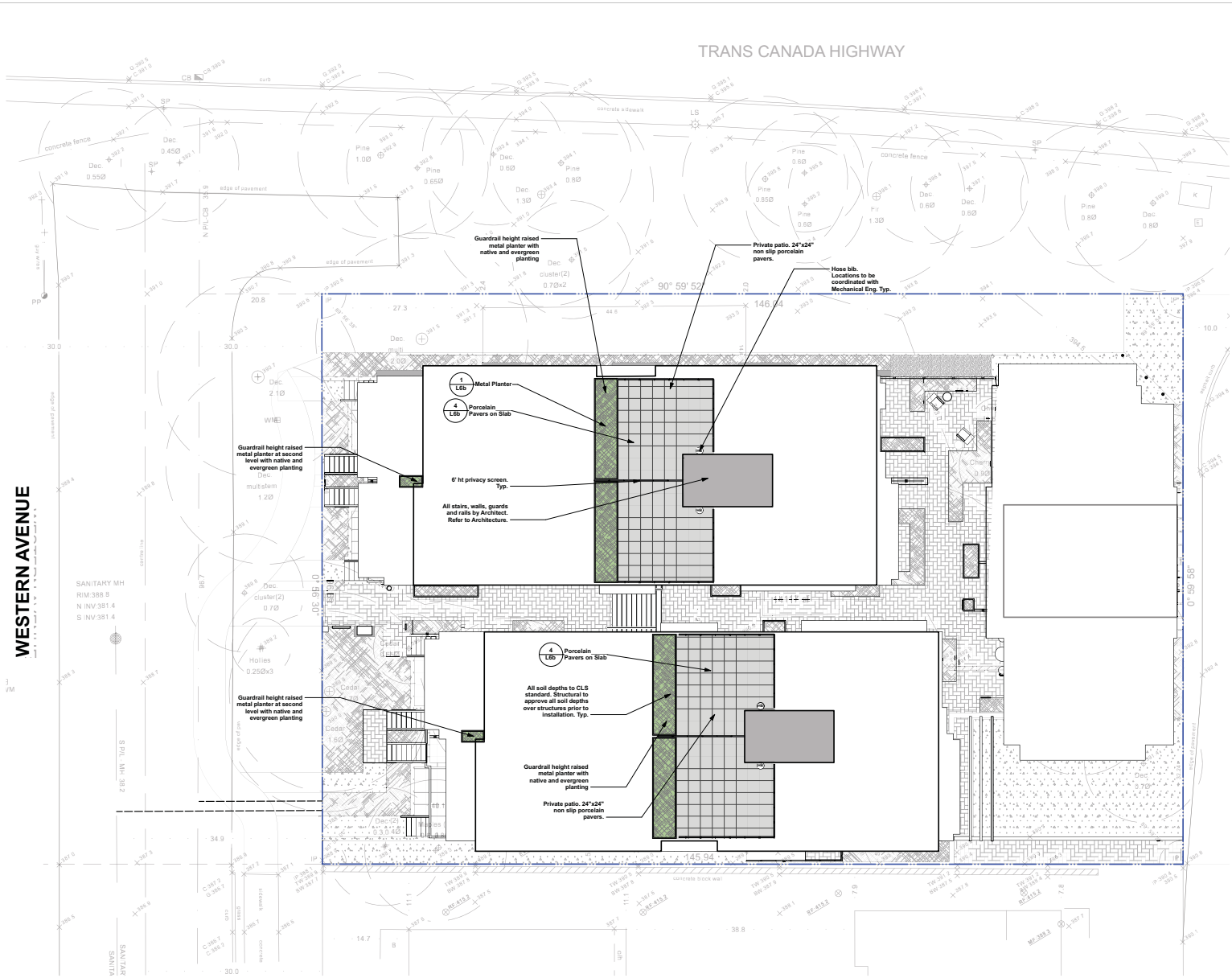
Project Site and Address:  
2416-2400 Western Ave North Van  
2416-2400 Western Ave North Van

Sheet Title:  
Landscape Materials and Layout Plan - Ground Level

Project No: 2022-31	Date: 1/8" = 1'-0"
Project Designer: NR	Drawn By: AS

**L2a**

TRANS CANADA HIGHWAY



- LANDSCAPE GENERAL NOTES**
- All Landscape material and execution shall conform to the Canadian Landscape Standard, all applicable and noted codes, bylaws and specifications, and life-safety requirements.
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  - Existing condition plans were prepared by others and actual conditions may vary from those shown. The Landscape Contractor shall conduct a site visit to review existing conditions and report all discrepancies between the plans and actual site to the Landscape Consultant prior to construction. The Landscape Contractor shall assume responsibility for actual site conditions (including subsurface).
  - The Landscape Contractor shall conduct a site visit and review to determine the extent of work required (including but not limited to demolition, preparation and removals). Landscape Contractor shall report any discrepancies between the required and proposed work, to the Landscape Architect prior to construction.
  - The Landscape Contractor shall verify all scaled and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or incompatibilities to the Landscape Consultant.
  - Provide positive grades away from buildings and toward lawn drains and catch basins. Slope away from building at a minimum of 2%.
  - All landscaping shall have a high efficiency irrigation system to IABC standards. Unless otherwise specified, the irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.
  - All substitutions shall be approved by the Landscape Consultant.
  - The Landscape Contractor shall repair any damage resulting from work on site.
  - The Landscape Contractor shall provide 1 year of CLS level 1 maintenance (including watering) after the date of substantial completion.
  - All walls 3' or taller, all guards, all concrete footings and all rebar shall be designed by structural engineer. All walls shall be inspected and approved by geotechnical and structural engineer. Ensure positive drainage behind all walls.
  - When working within the City of Vancouver, the Landscape Contractor shall ensure all project activities conform to Japanese Beetle Regulation.

- LANDSCAPE TREE NOTES**
- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
  - Install temporary tree protection fencing as per arborist report or tree protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
  - Removal of the tree barriers requires advance coordination and approval by the project arborist.

**LEGEND**

- Property Line
- Tree protection fence
- Line of slab below

**HARDSCAPE MATERIALS:**

- Concrete unit pavers on slab. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural.
- Permeable concrete unit pavers on grade. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural.
- CIP concrete sidewalk/walkway. To CNV standard where offsite.
- Porcelain Pavers with non-slip surface. 24"x24" unit size. Product spec tbd. Installation method (adhesive or on pedestals) tbc.

**SOFTSCAPE MATERIALS:**

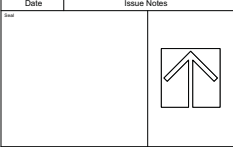
- Planting Bed
- Sodded Lawn

**LINES & SYMBOLS**

- Building envelope
- Building roof overhang

**NOTE:**  
All grades by Civil/Architecture. Refer to Civil/Arch for additional information.

Date	Issue Notes
2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-08-18	Issued for Arch Review/Coordination.
2023-08-09	Issued for Arch Review
2023-07-04	Issued for Arch Review



**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
400-688-8833 or 604-688-8833  
604-688-1000 info@prospectandrefuge.ca  
Building on over 25 years of history in Jordanian Lakes, BC

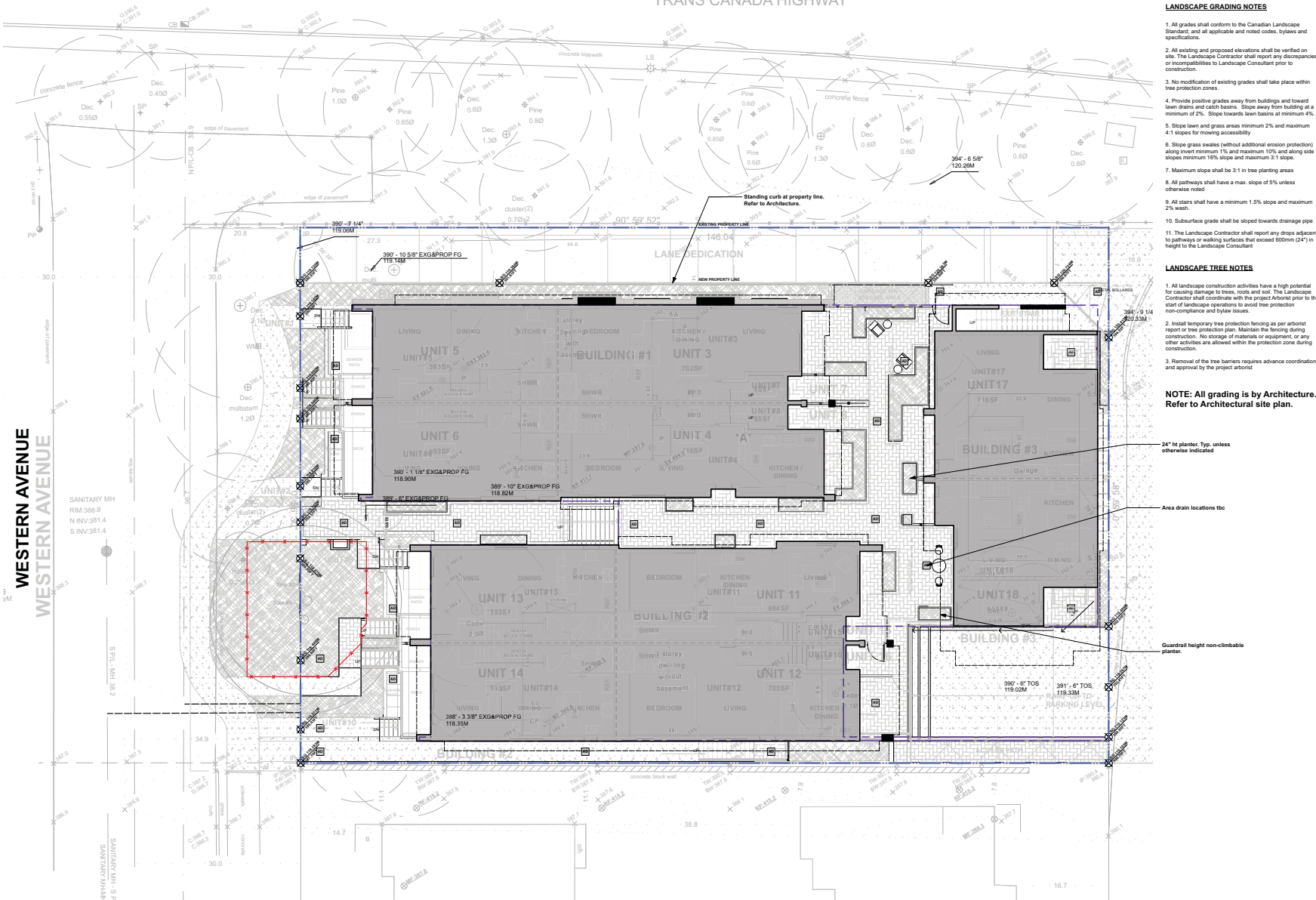
Project Site and Address:  
2416-2400 Western Ave North Van  
2416-2400 Western Ave North Van

Sheet Title:  
Landscape Materials and Layout Plan - Rooftop

Project No. 2022-31	Date 1/8" = 1'-0"
Project Manager NR	Drawn No. L2b
Reviewed By AS	

3 Landscape Materials and Layout Plan - Level 3  
Scale: 1/8" = 1'-0"

TRANS CANADA HIGHWAY



- LANDSCAPE GRADING NOTES**
- All grades shall conform to the Canadian Landscape Standard and all applicable and noted codes, bylaws and specifications.
  - All existing and proposed elevations shall be verified on site. The Landscape Contractor shall report any discrepancies or incompatibilities to Landscape Consultant prior to construction.
  - No modification of existing grades shall take place within tree protection zones.
  - Provide positive grades away from buildings and toward lawn drains and catch basins. Slope away from building at a minimum of 2%. Slope towards lawn basins at minimum 4%.
  - Slope lawn and grass areas minimum 2% and maximum 4.1% slopes for mowing accessibility.
  - Slope grass swales (without additional erosion protection) along level minimum 1% and maximum 10% and along side slopes minimum 16% slope and maximum 3:1 slope.
  - Maximum slope shall be 3:1 in tree planting areas.
  - All pathways shall have a max. slope of 5% unless otherwise noted.
  - All stairs shall have a minimum 1.0% slope and maximum 2% wash.
  - Subsurface grade shall be sloped toward drainage pipe.
  - The Landscape Contractor shall report any drops adjacent to pathways or walking surfaces that exceed 60mm (2 1/4") in height to the Landscape Consultant.

- LANDSCAPE TREE NOTES**
- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Architect prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
  - Install temporary tree protection fencing as per arborist report or tree protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
  - Removal of the tree barriers requires advance coordination and approval by the project arborist.

**NOTE: All grading is by Architecture. Refer to Architectural site plan.**

- 24" H planters. Typ, unless otherwise indicated.
- Area drain locations etc.
- Guardrail height non-climbable planter.

**LEGEND**

- Property Line
- Tree protection fence
- Perf pipe
- Drain clean out
- Area drain - hi-level where on slab
- Drainage direction
- 300mm Gravel drip strip
- Spot Elevation

**ABBREVIATIONS**

- T.O.S Top of Slab
- TS Top of Stairs
- BS Bottom of Stairs
- TW Top of Wall
- BW Bottom of Wall

**NOTE: All grading is by Architect and provided on this drawing for general reference only. Refer to Architecture and report any discrepancies between grades shown in this plan and those on Architectural plans.**

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2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-08-18	Issued for Arch Review/Coordination.
2023-08-09	Issued for Arch Review
2023-07-04	Issued for Arch Review

Date	Issue Notes

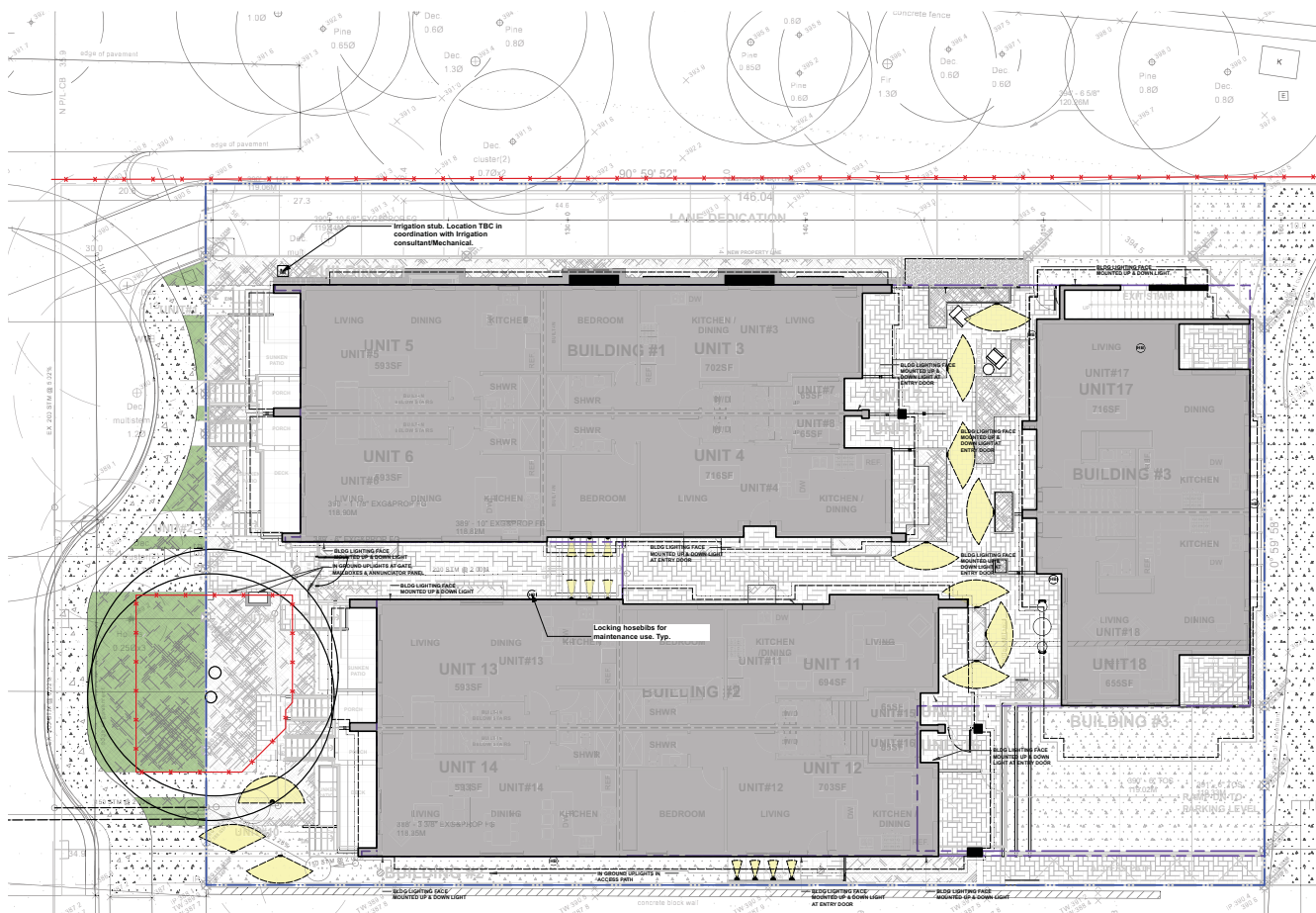
**Prospect & Refuge**  
 LANDSCAPE ARCHITECTS  
 400 West 4th Ave Vancouver BC V6B 1W1  
 604-683-1002 info@prospectandrefuge.ca  
 Building on over 25 years of history in Jonathan Lewis, L2c

Project Site and Address:  
 2416-2400 Western Ave North Van  
 2416-2400 Western Ave North Van

Draw Title:  
 Landscape Grading and Drainage Plan

Project No. 2022-31	Date 1/8" = 1'-0"
Project Manager NR	Drawn No. L2c
Reviewed By AS	

**3 Landscape Grading and Dimensions Plan**  
 Scale: 1/8" = 1'-0"



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- The Landscape Contractor shall verify all scaled and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or incompatibilities to the Landscape Consultant.
- Provide positive grades away from buildings and toward lawn drains and catch basins. Slope away from building at a minimum of 2%.
- All landscaping shall have a high efficiency irrigation system to ISIRC standards. Unless otherwise specified, the irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.
- All substitutions shall be approved by the Landscape Consultant.
- The Landscape Contractor shall repair any damage resulting from work on site.
- The Landscape Contractor shall provide 1 year of CLS level 1 maintenance (including watering) after the date of substantial completion.
- All walls 3' or taller, all guards, all concrete footings and all rebar shall be designed by structural engineer. All walls shall be inspected and approved by geotechnical and structural engineer. Ensure positive drainage behind all walls.
- When working within the City of Vancouver, the Landscape Contractor shall ensure all project activities conform to Japanese Beetle Regulation.

**LANDSCAPE TREE NOTES**

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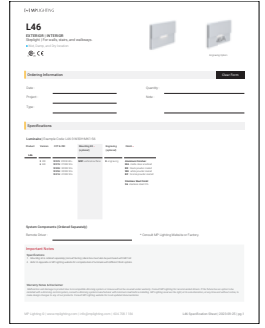
**NOTE:** The purpose of this lighting plan is to illustrate conceptual design intent. Further design development is required prior to tender and construction to ensure sufficient illumination. Coordination with Electrical is required.

**LEGEND**

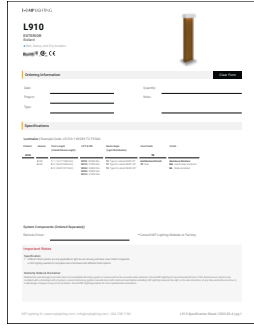
- Property Line
- Tree protection fence
- LIGHTING**
  - MP Lighting L49 Wall Light
  - MP Lighting L46 Step Light
  - MP Lighting L910 Bollard
- IRRIGATION**
  - Hose bib
  - approx. location of 1" irrigation water riser out, one electrical pull, locations to be coordinated with mechanical eng. Irrigate all planters. Note: Irrigation time clock and solenoids location TBC with mech. eng. 2" dia. sch. 40 sleeve below paths, paving, and PFP planter walls where required typ.
- FURNISHINGS**
  - Adirondack chair and side table. Maglin or approved equiv.
  - Armchair and side table. Loll or approved equiv.

Date	Issue/Notes
2024-05-13	Reissue for Reasoning
2024-03-13	Reissued for Rezonung
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-08-18	Issued for Arch Review/Coordination.
2023-08-09	Issued for Arch Review
2023-07-04	Issued for Arch Review

**3 Landscape Lighting Irrigation and Furnishings Plan**  
Scale: 1/8" = 1'-0"



**5 MP Lighting L46 Step Light**  
Scale: Half Actual Size



**4 MP Lighting L910 Bollard**  
Scale: Half Actual Size



**2 MP Lighting L49 Wall Light**  
Scale: Half Actual Size



**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
4810 West 41st Ave. Vancouver, BC V6V 1W1  
604-665-1003 info@prospectandrefuge.ca  
Building on over 25 years of history in Jonathan Lewis, LIA.

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Project Title and Address:  
**2416-2400 Western Ave North Van**  
2416-2400 Western Ave North Van

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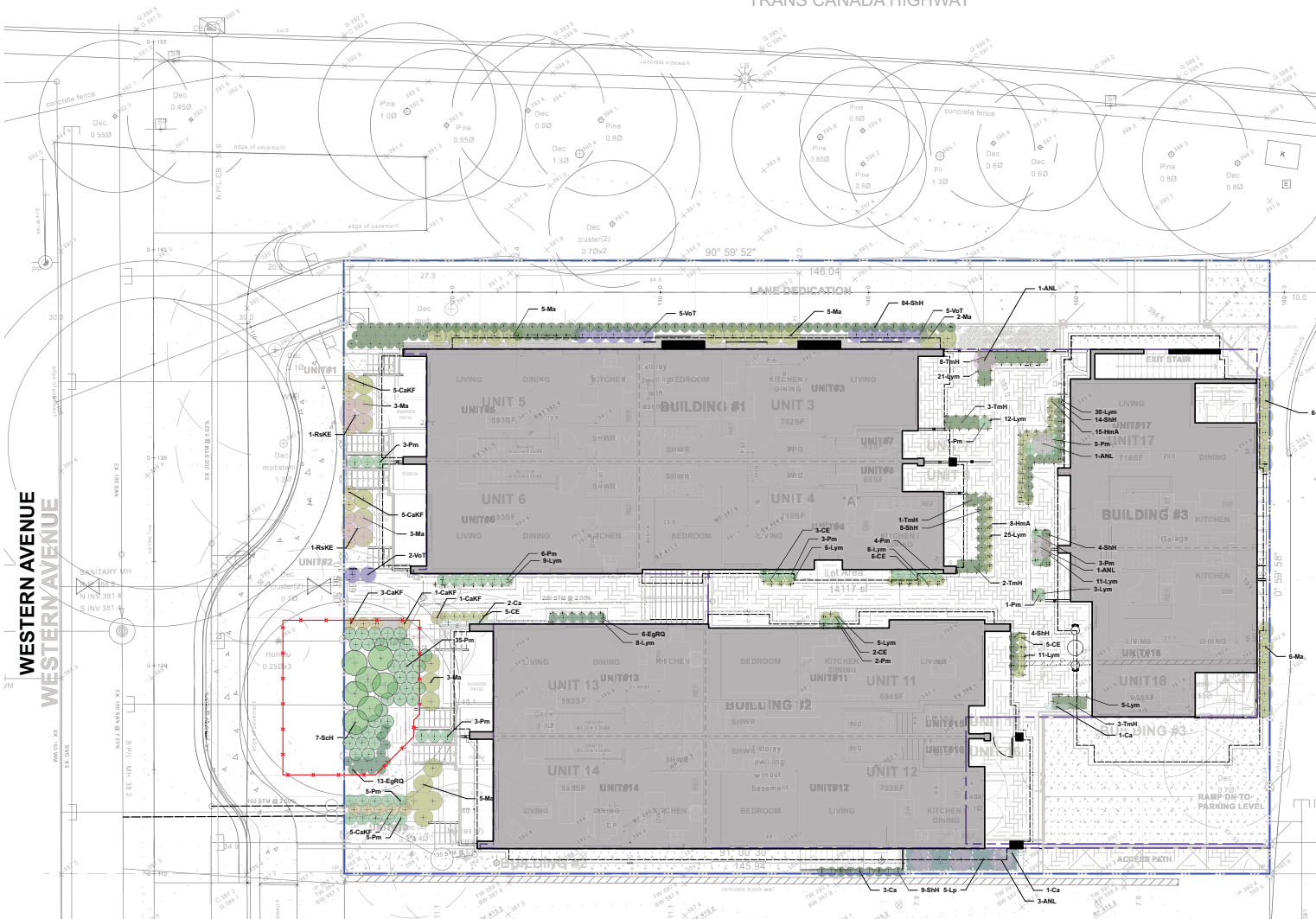
Project Name:  
**Landscape Lighting and Irrigation Plan**

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Project No. 2022-31	Date 1/8" = 1'-0"
Project Manager NR	Drawn No. L3
Reviewed By AS	



TRANS CANADA HIGHWAY



LANDSCAPE PLANTING NOTES

1. All planting materials and excavators shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
2. Plant material shall be sourced from Washington State and BC.
3. Landscape Contractor shall submit a soil report for each soil type specified on site (including all imported soil and existing soil intended for re-use), to Landscape Consultant for approval prior to soil delivery to site. Soil report shall be dated no more than one month before submitted. Soil report shall include CLS measures of soil quality per specified soil type and recommendations for amendment.
4. Landscape Contractor shall amend approved soils per instruction of soil report. Provide documentation of fertilizer and lime applications and rates during the installation and maintenance periods.
5. The prepared sub-grade shall be approved by the Consultant prior to application of top soil mixtures and finish grading. Compacted subgrades shall be scarified to a minimum depth of 6" (150mm) immediately before placing growing medium.
6. The Landscape Contractor shall report discrepancies between plant quantities in the plant list and plan to the Landscape Consultant prior to ordering plant material. Where there is a discrepancy the plan shall supersede the list.
7. All plant material, soil and seeds shall be approved by Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and location information for container stock to the Landscape Consultant prior to the Landscape Consultant scheduling a field inspection. The Landscape Contractor shall provide cut sheets or samples of soil and seeds for approval. Plant material, soil and seeds rejected on site shall be replaced by the Landscape Contractor at no cost to the Owner.
8. Plant material, soil and seed substitutions shall not be made without the written approval of the Landscape Consultant.
9. All plant material (including root balls) shall be free of pernicious weeds, soil diseases, infestation and infection. Plant material shall be supplied by nurseries who are certified by the Clean Plants Program, Canadian Nursery Certification Institute (CNCI), current certification standard <https://www.cnci.ca/>. Non-conforming plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
10. If obstructions or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
11. The exact location of trees shall be determined on site and field to be required. The Landscape Consultant shall approve the final location of trees prior to planting.
12. Plants shall not be pruned prior to delivery unless otherwise noted by the Landscape Consultant.
13. Install composted organic mulch to CLS standard on all shrub beds after planting and rake smooth. Follow CLS standards for depth and installation.
14. The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material, for 1 year after the date of substantial completion. Plants installed prior to June (Between Jan 1 and June 1) shall be under extended warranty until June 1 of the following year.
15. Off-site planting shall have landowner approval (municipal or otherwise) prior to installation. Size, species and location require approval at the time of installation.
16. All landscaping shall have a high efficiency irrigation system to IMBC standards. Unless otherwise specified, the irrigation system shall be design built by the irrigation Contractor. The irrigation Contractor shall provide shop drawings for Landscape Consultant approval.

LANDSCAPE TREE NOTES

1. All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
2. Install temporary tree protection fencing as per arborist report or the protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
3. Removal of the tree barriers requires advance coordination and approval by the project arborist.

2024-05-13	Revised for Rezoning
2024-03-24	Issued for Rezoning
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2023-06-09	Issued for Arch Review
2023-07-04	Issued for Arch Review

Date	Issue Notes



3 Landscape Planting Plan - Ground Level  
Scale: 1/8" = 1'-0"

PLANT LIST - Ground Level Onsite	Common Name	Quantity	Scheduled Size	Notes
<b>TREES</b>				
<b>SHRUBS</b>				
CLC	Alaska 'Northern Light'	8	4" pot	Cont.
CaKf	Autumnstruck & goldflora 'Karl Foerster'	20	4" pot @ 2'0" oc.	Cont.
Cl	Flora 'Everbright'	21	4" pot @ 1'6" oc.	Cont.
Cl	Cherry 'Amaretto'	7	4" pot @ 1'0" oc.	Cont.
ClR2	Epimedium 'grandiflorum 'Red Queen''	19	4" pot @ 1'6" oc.	Cont.
ClR3	Hebe 'Mistral winds 'Aurora'	23	4" pot @ 1'6" oc.	Cont.
ClR4	Lyonsberry 'Aurora'	23	4" pot @ 1'6" oc.	Cont.
ClR5	Asplenium 'nummularia'	154	4" pot @ 1'6" oc.	Cont.
ClR6	Malva 'aquifolium'	18	4" pot @ 2'0" oc.	Cont.
ClR7	Polycichum 'maritima'	76	4" pot @ 2'0" oc.	Cont.
ClR8	Ribes 'sibiricum 'King Edward II'	4	2" pot	Cont. Full-Bush
ClR9	Saxifraga 'hololepis 'Humboldt'	23	4" pot @ 1'6" oc.	Cont.
ClR10	Saxifraga 'hololepis 'Humboldt'	7	4" pot @ 4'0" oc.	Cont.
ClR11	Viola 'Lacepede 'Rock'	17	4" pot @ 1'6" oc.	Cont.
ClR12	Vaccinium 'cuneatum 'Thunderbolt'	12	4" pot @ 2'0" oc.	Cont.
<b>GROUND COVER</b>				
	Ground cover selected by Landscape Architect	20	4" pot	Cont.

**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
400 West 3rd Ave Vancouver BC V6B 1Y9  
604-683-1001 info@prospectandrefuge.ca  
Building for over 25 years of history on Jonathan Lewis Lane

Project File and Address:  
2416-2400 Western Ave North Van  
2416-2400 Western Ave North Van

Sheet Title:  
Landscape Planting Plan - Ground Level

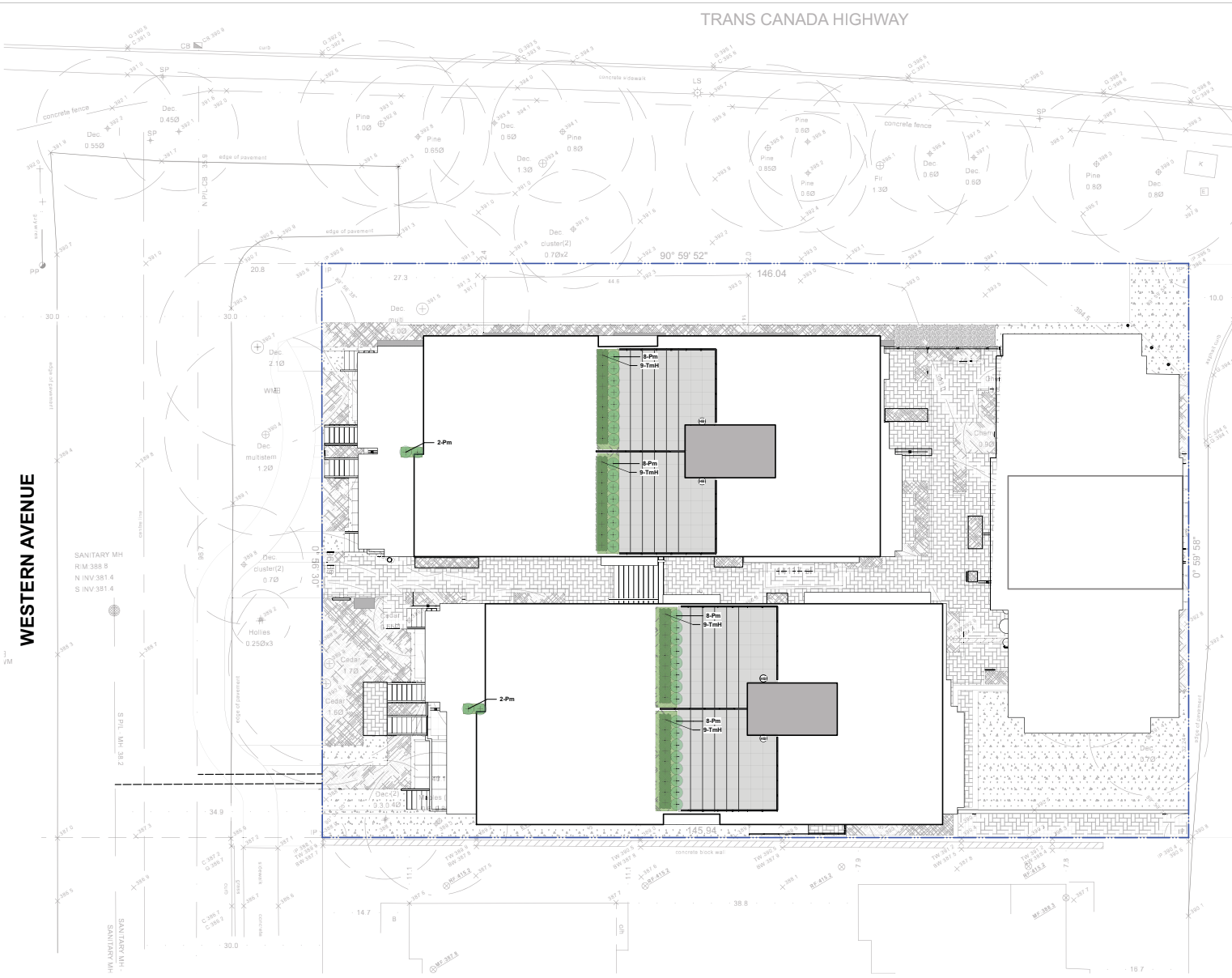
Project No.: 2022-31  
Date: 1/8" = 1'-0"

Project Manager: NR  
Sheet No.:  
Revised By: AS

L4a

TRANS CANADA HIGHWAY

WESTERN AVENUE



LANDSCAPE PLANTING NOTES

- All planting materials and excavation shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
- Plant material shall be sourced from Washington State and BC.
- Landscape Contractor shall submit a soil report for each soil type specified on site (including all imported soil and existing soil intended for re-use), to Landscape Consultant for approval prior to soil delivery to site. Soil report shall be dated no more than one month before submittal. Soil report shall include CLS measures of soil quality per specified soil type and recommendations for amendment.
- Landscape Contractor shall amend approved soils per instruction of soil report. Provide documentation of fertilizer and lime applications and rates during the installation and maintenance periods.
- The prepared sub-grade shall be approved by the Consultant prior to application of top soil mixtures and finish grading. Compacted subgrades shall be scarified to a minimum depth of 6" (150mm) immediately before placing growing medium.
- The Landscape Contractor shall report discrepancies between plant quantities in the plant list and plan to the Landscape Consultant prior to ordering plant material. Where there is a discrepancy the plan shall supersede the list.
- All plant material, sod and seeds shall be approved by Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and location information for container stock to the Landscape Consultant prior to the Landscape Consultant scheduling a field inspection. The Landscape Contractor shall provide cut sheets or samples of soil and seeds for approval. Plant material, sod and seeds rejected on site shall be replaced by the Landscape Contractor at no cost to the Client.
- Plant material, sod and seed substitutions shall not be made without the written approval of the Landscape Consultant.
- All plant material (including root balls) shall be free of pernicious weeds, soil disease, infestation and infection. Plant material shall be supplied by nurseries who are certified by the Clean Plants program, Canadian Nursery Certification Institute (CNCI), current certification standard [www.cnici.ca/cncl](http://www.cnici.ca/cncl). Non-conforming plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
- If obstructions or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
- The exact location of trees shall be determined on site and field to be required. The Landscape Consultant shall approve the final location of trees prior to planting.
- Plants shall not be pruned prior to delivery unless otherwise noted by the Landscape Consultant.
- Install composted organic mulch to CLS standard on all shrub beds after planting and rake smooth. Follow CLS standards for depth and installation.
- The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material, for 1 year after the date of substantial completion. Plants installed prior to June (Between Jan 1 and June 1) shall be under extended warranty until June 1 of the following year.
- Off-site planting shall have landowner approval (municipal or otherwise) prior to installation. Size, species and location require approval at the time of installation.
- All landscaping shall have a high efficiency irrigation system to IMBC standards. Unless otherwise specified, the irrigation system shall be design built by the irrigation Contractor. The irrigation Contractor shall provide shop drawings for Landscape Consultant approval.

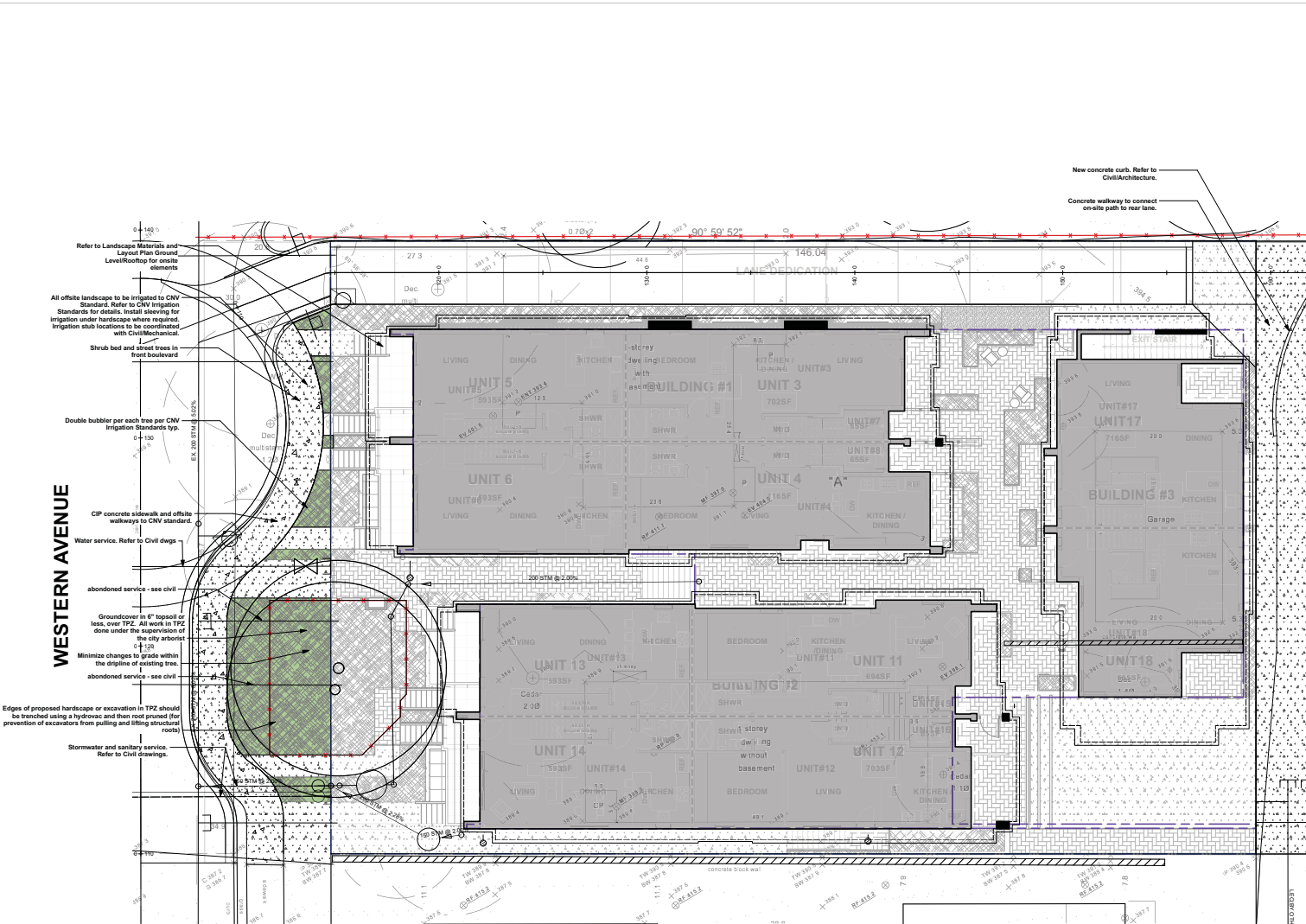
LANDSCAPE TREE NOTES

- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
- Install temporary tree protection fencing as per arborist report or the protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
- Removal of the tree barriers requires advance coordination and approval by the project arborist.

2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
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2023-06-09	Issued for Arch Review
2023-07-04	Issued for Arch Review
Date	Issue/Notes
<b>Prospect &amp; Refuge</b> LANDSCAPE ARCHITECTS <small>#101 West 8th Ave Vancouver BC V6C 1P3                  604-681-1902 info@prospectandrefuge.ca                  Building on over 25 years of history w/ Jonathan Lewis L&amp;A</small>	
Project Site and Address: 2416-2400 Western Ave North Van 2416-2400 Western Ave North Van	
Sheet Title: Landscape Planting Plan - Roof Level	
Project No: 2022-31	Date: 1/8" = 1'-0"
Project Designer: NR	Sheet No.: <b>L4b</b>
Reviewed by: AS	

3 Landscape Planting Plan -Level 3  
Scale: 1/8" = 1'-0"

QTY	Latin Name	Common Name	Quantity	Scheduled Size	Notes
<b>TREES</b>					
36	<i>Polystichum auratum</i>	Sword Fern	36	#1 pot @ 2'0" oc.	Cont.
35	<i>Thuja occidentalis</i>	Thuja's Tree	35	#1" tall @ 1'9" oc.	Cont.
<b>GROUNDCOVER</b>					
20	Assorted perennials selected by Landscape Architect				



**LANDSCAPE GENERAL NOTES**

- All Landscape material and execution shall conform to the Canadian Landscape Standards, all applicable and noted codes, bylaws and specifications, and life-safety requirements.
- Do not construct from these drawings unless marked "Issued For Construction"
- The Landscape Contractor shall submit all questions, reports, inquiries and requests pertaining to these drawings or their execution in writing to the Landscape Consultant.
- Existing condition plans were prepared by others and actual conditions may vary from those shown. The Landscape Contractor shall conduct a site visit to review existing conditions and report all discrepancies between the plans and actual site to the Landscape Consultant prior to construction. The Landscape Contractor shall assume responsibility for actual site conditions (including subsurface).
- The Landscape Contractor shall conduct a site visit and review to determine the extent of work required (including but not limited to demolition, preparation and removals). Landscape Contractor shall report any discrepancies between the required and proposed work, to the Landscape Architect prior to construction.
- The Landscape Contractor shall verify all scaled and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or incompatibilities to the Landscape Consultant.
- Provide positive grades away from buildings and toward lawn drains and catch basins. Slope away from building at a minimum of 2%.
- All landscaping shall have a high efficiency irrigation system to IABC standards. Unless otherwise specified, the irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.
- All substitutions shall be approved by the Landscape Consultant.
- The Landscape Contractor shall repair any damage resulting from work on site.
- The Landscape Contractor shall provide 1 year of CLS level 1 maintenance (including watering) after the date of substantial completion.
- All walls 3' or taller, all concrete footings and all other shall be designed by structural engineer. All walls shall be inspected and approved by geotechnical and structural engineer. Ensure positive drainage behind all walls.

**LANDSCAPE TREE NOTES**

- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
- Install temporary tree protection fencing as per arborist report or tree protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
- Removal of the tree barriers requires advance coordination and approval by the project arborist.

**CNV OFFSITE IRRIGATION**

- Refer to CNV Irrigation Standards for specifics. All landscaping shall have a high efficiency irrigation system to IABC standards. Unless otherwise specified, the irrigation system shall be design-built by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant and CNV approval.

**CNV TREE NOTES**

- Contact City Arborist at least three days in advance of excavation. City Arborist to be on site at all excavations within TPZ zone.
- City arborist to perform root pruning.
- Retain as much existing vegetation as possible to shade the ground and retain moisture.
- Removal of any lawn within the tree protection area to be done by hand.
- Provide irrigation during construction. All trees affected by construction must be irrigated during warranty period. Extend automatic irrigation system with drip irrigation to both trees and vegetation in the TPZ.

**LEGEND**

- Property Line
- Tree protection fence
- Line of slab below

**HARDSCAPE MATERIALS:**

- Concrete unit pavers on slab. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural
- Permeable concrete unit pavers on grade. Newstone Pavers Standard series c/w 3mm spacer bars. Layout: Herringbone. Color: Main - Northern Shadow, Accent - Natural
- CIP concrete sidewalk/walkway. To CNV standard where offsite.
- Porcelain Pavers with non-slip surface. 24"X24" unit size. Product spec tbd. Installation method (adhesive or on pedestals) tbc.

**SOFTSCAPE MATERIALS:**

- Planting Bed
- Sodded Lawn

**DETAILS**

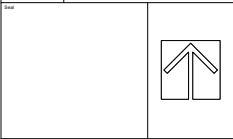
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**LINE & SYMBOLS**

- Building envelope
- Building roof overhang

**NOTE:**  
All grades by Civil/Architecture. Refer to Civil/Arch for additional information

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2023-07-04	Issued for Arch Review



**Prospect & Refuge**  
LANDSCAPE ARCHITECTS  
#101-1088 W. 2nd Ave. Vancouver, BC, V6C 1H3  
604-683-1002 info@prospectandrefuge.ca  
Building on over 25 years of history on Jonathan Lewis Lane

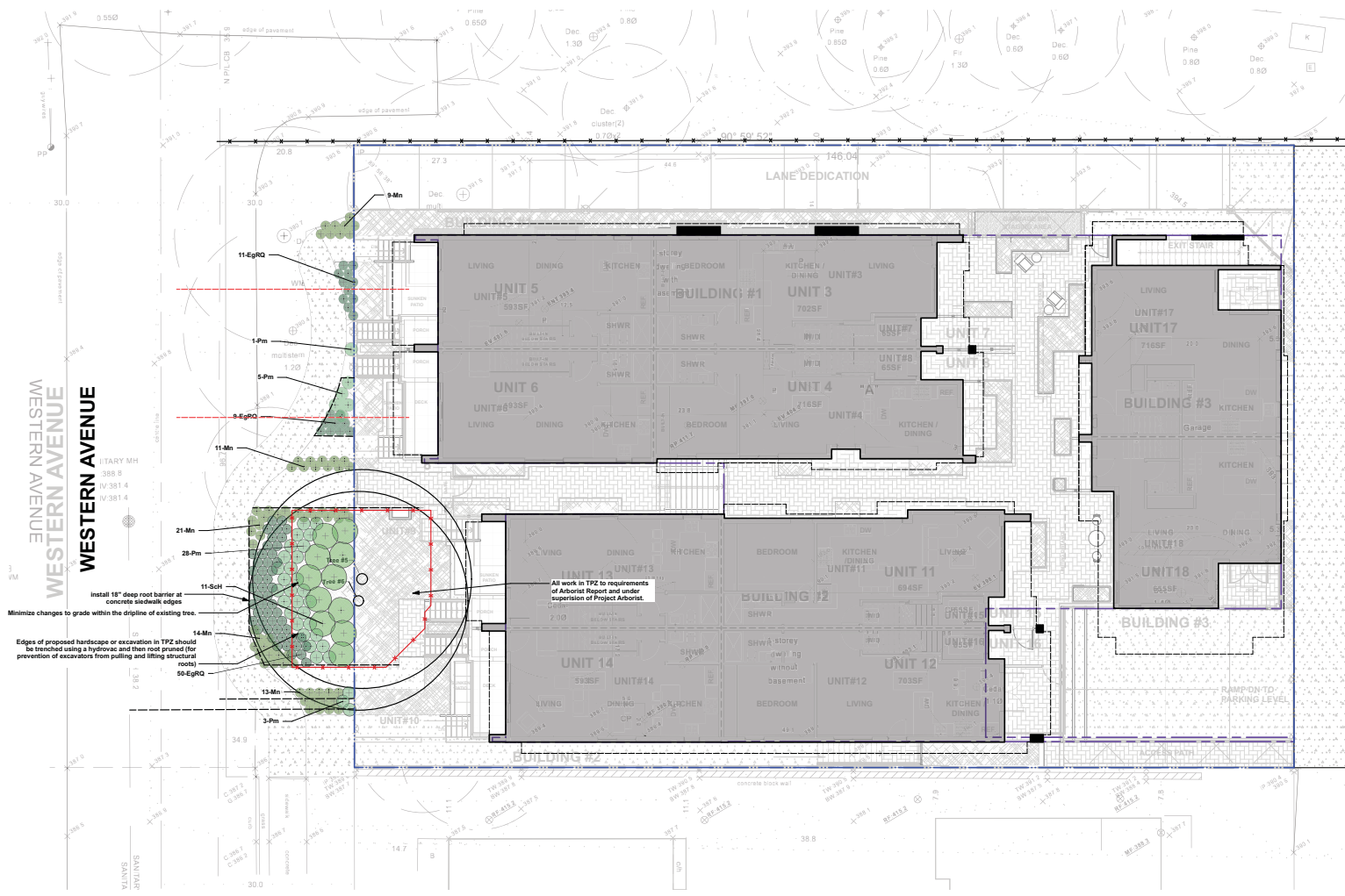
Project Title and Address:  
2416-2400 Western Ave North Van  
2416-2400 Western Ave North Van

Sheet Title:  
Landscape Materials and Layout Plan - Offsite

Project No. 2022-31	Date 1/8" = 1'-0"
Project Manager NR	Drawn No. L5a
Reviewed By AS	

**4 Landscape Materials and Layout Plan - Offsite**  
Scale: 1/8" = 1'-0"

WESTERN AVENUE  
WESTERN AVENUE



**2 Landscape Planting Plan - Offsite**  
Scale: 1/8" = 1'-0"

**LANDSCAPE PLANTING NOTES**


- All planting materials and excavation shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
- Plant material shall be sourced from Washington State and BC.
- Landscape Contractor shall submit a soil report for each soil type specified on site (including all imported soil and existing soil intended for re-use), to Landscape Consultant for approval prior to soil delivery to site. Soil report shall be dated no more than one month before submittal. Soil report shall include CLS measures of soil quality per specified soil type and recommendations for amendment.
- Landscape Contractor shall amend approved soils per instruction of soil report. Provide documentation of fertilizer and lime applications and rates during the installation and maintenance periods.
- The prepared sub-grade shall be approved by the Consultant prior to application of top soil mixtures and finish grading. Compacted subgrades shall be scarified to a minimum depth of 6" (150mm) immediately before placing growing medium.
- The Landscape Contractor shall report discrepancies between plant quantities in the plant list and plan to the Landscape Consultant prior to ordering plant material. Where there is a discrepancy the plan shall supersede the list.
- All plant material, soil and seeds shall be approved by Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and location information for container stock to the Landscape Consultant prior to the Landscape Contractor shall provide cut sheets or samples of soil and seeds for approval. Plant material, soil and seeds rejected on site shall be replaced by the Landscape Contractor at no cost to the Client.
- Plant material, soil and seed substitutions shall not be made without the written approval of the Landscape Consultant.
- All plant material (including root balls) shall be free of pernicious weeds, soil diseases, infestation and infection. Plant material shall be supplied by nurseries who are certified by the Clean Plants program, Canadian Nursery Certification Institute (CNCI), current certification standard <http://www.cnici.ca/cnici>. Non-conforming plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
- If obstructions or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
- The exact location of trees shall be determined on site and field to be required. The Landscape Consultant shall approve the final location of trees prior to planting.
- Plants shall not be pruned prior to delivery unless otherwise noted by the Landscape Consultant.
- Install composted organic mulch to CLS standard on all shrub beds after planting and make smooth. Follow CLS standards for depth and installation.
- The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material, for 1 year after the date of substantial completion. Plants installed prior to June (Between Jan 1 and June 1) shall be under extended warranty until June 1 of the following year.
- Offsite planting shall have landowner approval (municipal or otherwise) prior to installation. Size, species and location require approval at the time of installation.
- All landscaping shall have a high efficiency irrigation system to IMBC standards. Unless otherwise specified, the irrigation system shall be design built by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.

**LANDSCAPE TREE NOTES**

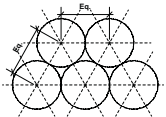
- All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project arborist prior to the start of landscape operations to avoid tree protection non-compliance and bylaws issues.
- Install temporary tree protection fencing as per arborist report or the protection plan. Maintain the fencing during construction. No storage of materials or equipment, or any other actions are allowed within the protection zone during construction.
- Removal of the tree barriers requires advance coordination and approval by the project arborist.

**CONY TREE NOTES**

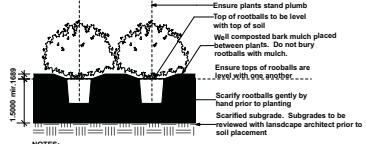
- Contact City Arborist at least three days in advance of excavation. City Arborist to be on site at all excavations within TPZ zone.
- City arborist to perform root pruning.
- Retain as much existing vegetation as possible to shade the ground and retain moisture.
- Removal of any lawn within the tree protection area to be done by hand.
- Provide irrigation during construction. All trees affected by construction must be irrigated during warranty period. Existing automatic irrigation system with drip irrigation to both trees and vegetation in the TPZ.

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2023-07-04	Issued for Arch Review
Date	Issue Notes
	
<p><b>Prospect &amp; Refuge</b> LANDSCAPE ARCHITECTS #101 West 4th Ave Vancouver BC V6C 1G1 604-683-1002 info@prospectandrefuge.ca Building on over 25 years of history on Jordan Lane, 1986</p>	
<p>Project Title and Address: <b>2416-2400 Western Ave North Van</b> 2416-2400 Western Ave North Van</p>	
<p>Project No: 2022-31</p>	<p>Scale: 1/8" = 1'-0"</p>
<p>Project Manager: NR</p>	<p>Drawn By: AS</p>
<p><b>L5b</b></p>	

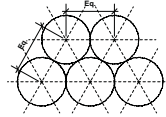
PLANT LIST	Quantity	Scheduled Size	Notes
<b>TREES</b>			
SHRUBS			
B-020	10	#1 pot @ 18" oc	Cont.
M-001	27	#1 pot @ 18" oc	Cont.
R-001	17	#1 pot @ 24" oc	Cont.
S-001	11	#1 pot @ 24" oc	Cont.
<b>GROUNDCOVERS</b>			
G-001	20	#1 pot	Cont.
<p>Approved materials selected by Landscape Architect</p>			



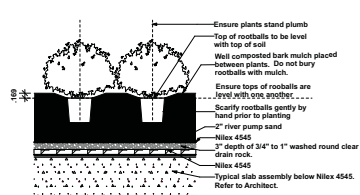
Plan view of typical planting layout. Unless otherwise noted, plants are to be spaced equally in triangular layout pattern, to specified on-centre distance. Refer to planting plan and schedule.



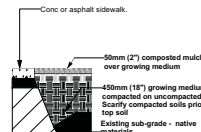
1. Min. container size and root spread to comply with BC Landscape Standard for Nursery Stock - current edition.  
2. Prune all damaged, diseased, and dead limbs.  
3. Keep roots moist during installation - water container stock well prior to planting and following planting.



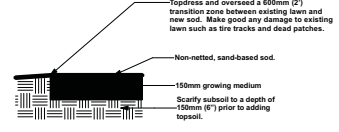
Plan view of typical planting layout. Unless otherwise noted, plants are to be spaced equally in triangular layout pattern, to specified on-centre distance. Refer to planting plan and schedule.



1. Min. container size and root spread to comply with BC Landscape Standard for Nursery Stock - current edition.  
2. Prune all damaged, diseased, and dead limbs.  
3. Keep roots moist during installation - water container stock well prior to planting and following planting.  
4. Soil for all on slab applications to be a lightweight free draining planter blend. Fines within soil blend to be less than 10%, as defined in a soil analysis provided to the landscape architect for review and comment prior to delivery on site. Soil report shall be no older than one month.



Standard Growing Medium for Lawns offsite: Level 2 type 2L as per Canadian Landscape Standards unless otherwise noted.  
Standard Growing Medium for Lawns onsite: Level 1 type 1H as per Canadian Landscape Standards unless otherwise noted.  
Supply sample to landscape architect for approval. Soil depths to meet or exceed Canadian Landscape Standard for growing medium: On-Grade: 6" for irrigated turf, 9" non irrigated, 18" for small shrubs & 24" for large shrubs and 3'-0" for trees.



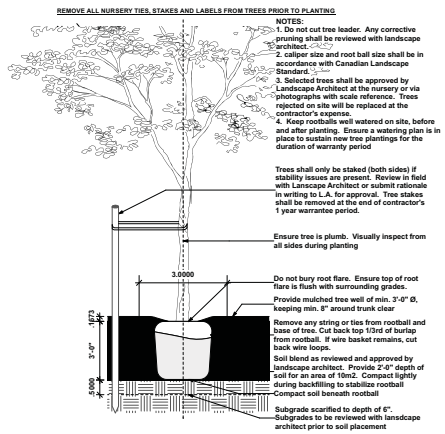
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Standard Growing Medium for Lawns onsite: Level 1 type 1H as per Canadian Landscape Standards unless otherwise noted.  
Supply sample to landscape architect for approval. Soil depths to meet or exceed Canadian Landscape Standard for growing medium: On-Sub: 6" for irrigated turf, 9" for non-irrigated.

1 Shrub and Perennial Planting on Grade  
Scale: 1/2" = 1'-0"

2 Shrub and Perennial Planting on Slab  
Scale: 1/2" = 1'-0"

3 Top Soil on Grade  
Scale: 1/2" = 1'-0"

4 Sodded Lawn  
Scale: 1/2" = 1'-0"

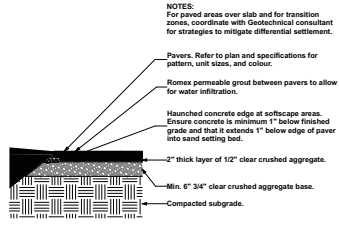


1. Do not cut tree leader. Any corrective pruning shall be reviewed with landscape architect.  
2. caliper size and root ball size shall be in accordance with Canadian Landscape Standard.  
3. Selected trees shall be approved by Landscape Architect at the nursery or via photographs with scale reference. Trees rejected on site will be replaced at the contractor's expense.  
4. Keep rootballs well watered on site, before and after planting. Ensure a watering plan is in place to sustain new tree plantings for the duration of warranty period.

Trees shall only be staked (both sides) if stability issues are present. Review in field with Landscape Architect or submit rationale in writing to L.A. for approval. Tree stakes shall be removed at the end of contractor's 1 year warrantee period.

Do not bury root flare. Ensure top of root flare is flush with surrounding grade.  
Provide mulched tree well of min. 3'-0" Ø, keeping min. 8" around trunk clear.  
Remove any string or ties from rootball and base of tree. Cut back top 1/3rd of surface from rootball. If wire basket remains, cut back wire loops.  
Soil blend as reviewed and approved by landscape architect. Provide 2'-0" depth of soil for an area of 10m<sup>2</sup>. Compact lightly during backfilling to stabilize rootball.  
Compact soil beneath rootball.  
Subgrade scarified to depth of 6".  
Subgrades to be reviewed with landscape architect prior to soil placement.

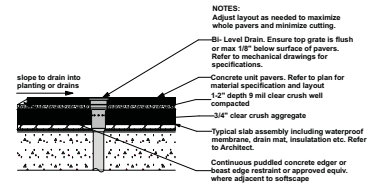
5 Tree Planting on Grade  
Scale: 1/2" = 1'-0"



NOTES:  
For paved areas over slab and for transition zones, coordinate with Geotechnical consultant for strategies to mitigate differential settlement.

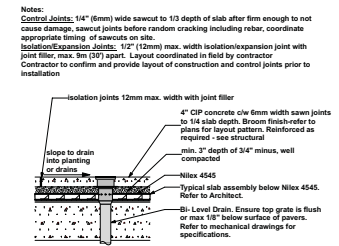
Pavers. Refer to plan and specifications for pattern, unit sizes, and colour.  
Remove permeable grout between pavers to allow for water infiltration.  
Haunched concrete edge at softscape areas. Ensure concrete to minimum 1" below finished grade and that it extends 1" below edge of paver into sand setting bed.  
2" thick layer of 1/2" clear crushed aggregate.  
Min. 6" 3/4" clear crushed aggregate base.  
Compacted subgrade.

6 Permeable Concrete Unit Pavers on Grade  
Scale: 1/2" = 1'-0"



NOTES:  
Adjust layout as needed to maximize whole pavers and minimize cutting.  
B1- Level Drain. Ensure top grate is flush at max 1/8" below surface of pavers. Refer to mechanical drawings for specifications.  
Concrete unit pavers. Refer to plan for material specification and layout.  
1/2" depth 9 mil clear crush well compacted.  
3/4" clear crush aggregate.  
Typical slab assembly including waterproof membrane, drain mat, insulation etc. Refer to Architect.  
Continuous puddled concrete edge or cast edge restraint or approved equiv. where adjacent to softscape.

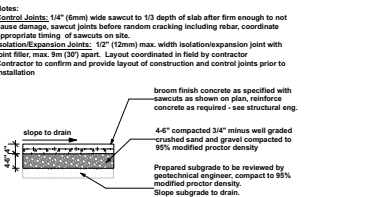
7 Concrete Unit Pavers on Slab  
Scale: 1/2" = 1'-0"



Notes:  
Control joints: 1/4" (6mm) wide sawcut to 1/3 depth of slab after firm enough to not cause damage, sawcut joints before random cracking including rebar, coordinate appropriate timing of sawcuts on site.  
Isolation/Expansion joints: 1/2" (12mm) max. width isolation/expansion joint with joint filler, max. 9m (30') apart. Layout coordinated in field by contractor.  
Contractor to confirm and provide layout of construction and control joints prior to installation.

Isolation joints 12mm max. width with joint filler.  
4" CIP concrete c/w 6mm width sawn joints to 1/4 slab depth. Broom finish-refer to plans for layout pattern. Reinforced as required - see structural min. 3" depth of 3/4" minus, well compacted.  
Nilix 4545  
Typical slab assembly below Nilix 4545. Refer to Architect.  
B1- Level Drain. Ensure top grate is flush or max 1/8" below surface of pavers. Refer to mechanical drawings for specifications.

8 CIP Concrete Walkway on Slab  
Scale: 1/2" = 1'-0"



Notes:  
Control joints: 1/4" (6mm) wide sawcut to 1/3 depth of slab after firm enough to not cause damage, sawcut joints before random cracking including rebar, coordinate appropriate timing of sawcuts on site.  
Isolation/Expansion joints: 1/2" (12mm) max. width isolation/expansion joint with joint filler, max. 9m (30') apart. Layout coordinated in field by contractor.  
Contractor to confirm and provide layout of construction and control joints prior to installation.

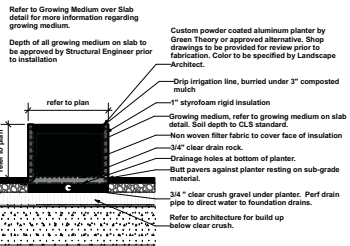
broom finish concrete as specified with sawcuts as shown on plan, reinforce concrete as required - see structural eng.  
4.4" compacted 3/4" minus well graded crushed sand and gravel compacted to 95% modified proctor density.  
Prepared subgrade to be reviewed by geotechnical engineer, compact to 95% modified proctor density.  
Slope subgrade to drain.

9 CIP Concrete Walkway on Grade  
Scale: 1/2" = 1'-0"

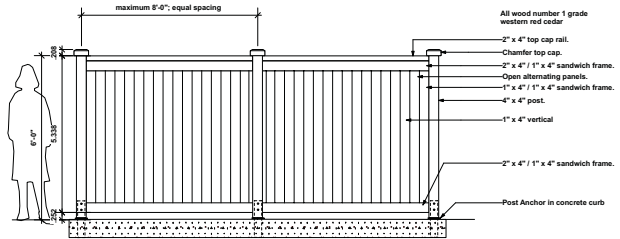
Date	Issue/Notes
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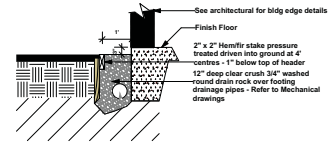
<b>Prospect &amp; Refuge</b>	
LANDSCAPE ARCHITECTS	
#101-1088 W. 2nd Ave. Vancouver, BC, V6C 1H3 604-683-1002 info@prospectandrefuge.ca Building for over 25 years of history on Jonathan Lewis Lane.	
Project Site and Address	
<b>2416-2400 Western Ave North Van</b> 2416-2400 Western Ave North Van	
Issue Title	
Landscape Details	
Project No.	Issue
2022-31	As Noted
Project Manager	Drawn No.
NR	
Reviewed By	
AS	<b>L6a</b>



1 **Metal Planter**  
Scale: 1/2" = 1'-0"

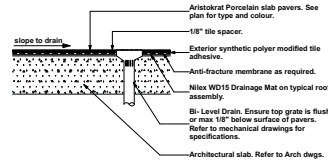


2 **6'-0" Ht Cedar Privacy Fence**  
Scale: 1/2" = 1'-0"



3 **Perimeter Gravel Strip**  
Scale: 1/2" = 1'-0"

- NOTES:
1. Confirm installation method with project Architect prior to ordering.
  2. Adjust layout as needed to maximize whole pavers and minimize cutting.
  3. Spacers not needed if on pedestals, confirm with project team.
  4. Adjust crushed rock bed based on slab depth in project.



4 **Porcelain Pavers on Slab**  
Scale: 1/2" = 1'-0"

2024-05-13	Reissue for Rezoning
2024-03-13	Reissued for Rezoning
2024-02-24	Issued for Arch Coordination
2023-09-27	Issued for DP
2023-09-26	Issued for Review - Pre DP
2023-08-18	Issued for Arch Review/Coordination.
2023-08-09	Issued for Arch Review
2023-07-04	Issued for Arch Review
Date	Issue/Notes
<b>Prospect &amp; Refuge</b> LANDSCAPE ARCHITECTS <small>#610-698-8100 • 8100 Ave. Kensington, BC, V6L 1K3          604-669-1002 • info@prospectandrefuge.ca          Building on over 25 years of history w/ Jonathan Lewis, LIA.</small>	
Project Site and Address: <b>2416-2400 Western Ave North Van</b> 2416-2400 Western Ave North Van	
Issue Title: <b>Landscape Details</b>	
Project No.	Issue
2022-31	As Noted
Project Manager	Drawn No.
NR	
Reviewed By	
AS	<b>L6b</b>

January 17, 2024

File: 01-0360-20-0001/2024

VIA EMAIL: [carman@architecturalcollective.com](mailto:carman@architecturalcollective.com)

Carman Kwan  
Architectural Collective Inc.  
677 East 27<sup>th</sup> Avenue,  
Vancouver, BC V5V SK7

Dear Carman:

**Re: 2416 Western Avenue Rezoning Application**

At the meeting on Tuesday, July 16, 2024, the Advisory Design Panel reviewed the above application and unanimously endorsed the following resolution:

THAT the Advisory Design Panel has reviewed the Rezoning application for 2416 Western Avenue, North Vancouver and does not recommend approval of the submission pending resolution of the issues listed below. The Panel looks forward to reviewing the applicant's response at a future meeting.

1. Consider massing to address building height concerns, dominance on the streetscape and adjoining building to the south, building lot coverage, and to enhance landscaping opportunities throughout the site.
2. Review the livability of units adjacent to the central pathway, including access to the units, access to sunlight, and potential privacy issues.
3. Review the north elevation to improve visual interest, and consider potential public art opportunities.
4. Maximize landscaping opportunities throughout site.
5. Consider eliminating grass in the boulevard, and replace with shrubs to sidewalk.
6. Review potential to save additional existing trees within the boulevard.
7. CPTED concerns are to be considered, including security, wayfinding, lighting, legibility of the unit identification, and security of bike and storage rooms.
8. Rear lane to accommodate on-site garbage and recycling bin staging.
9. Courtyard to undergo design development to ensure functionality and usability.
10. Consider expansion of rooftop patios.
11. Ensure accessible parking is provided, if required for a development of this nature.

**Carried Unanimously**

The recommendations of the Advisory Design Panel pertain only to site-specific design and site planning considerations and do not, in any way, represent Council and staff approval or rejection of this project.

Yours truly,

Shreeya Tandon  
Committee Clerk Secretary



**ADVISORY DESIGN PANEL**  
CITY OF NORTH VANCOUVER  
141 WEST 14TH STREET  
NORTH VANCOUVER  
BC / CANADA / V7M 1H9

T 604 985 7761  
F 604 985 9417  
INFO@CNV.ORG  
CNV.ORG

April 2, 2024

VIA EMAIL: [carman@architecturalcollective.com](mailto:carman@architecturalcollective.com)

Carman Kwan  
Architectural Collective Inc.  
677 East 27<sup>th</sup> Avenue,  
Vancouver, BC V5V SK7

Dear Carman:

**Re: 2416 Western Avenue Revised Drawing**

At the meeting on March 19, 2024, the Advisory Design Panel reviewed the above application and endorsed the following resolution:

THAT the Advisory Design Panel has reviewed the rezoning application for 2416 Western Avenue, and recommends approval of the project. The Panel commends the applicant for the quality of the proposal and their presentation.

The recommendations of the Advisory Design Panel pertain only to site-specific design and site planning considerations and do not, in any way, represent Council and staff approval or rejection of this project.

Regards,

Sarah Friesen  
Administrative Coordinator

Cc: A. Semczysyn, Prospect Refuge  
B. Purba, By Design Construction  
M. Menzel, Planner 3  
B. Heijden, Planner 1





**ARCHITECTURAL  
COLLECTIVE INC.**

677 East 27<sup>th</sup> Avenue  
Vancouver, BC V5V2K7  
604.266.4679

[www.architecturalcollective.com](http://www.architecturalcollective.com)

# DEVELOPER INFORMATION SESSION MEETING SUMMARY

2416 Western Avenue, North  
Vancouver

Prepared on behalf of 1345529 BC Ltd. for the  
City of North Vancouver

January 2, 2023



## OVERVIEW

On behalf of 1345529 BC Ltd., Architectural Collective Inc. facilitated a Virtual Developer Information Session to introduce a development application for rezoning 2416 Western Avenue to permit a new residential development for 18 residential units with underground parking.

The Developer Information Session is required by the City of North Vancouver to ensure that the local residents, adjacent businesses, and property owners have an opportunity to learn about a proposed development, and provide comments or ask questions to the applicant and the City prior to Council consideration.

Overall, response to the proposal was positive. The comments and questions raised at the meeting and on feedback forms are summarized in this report.

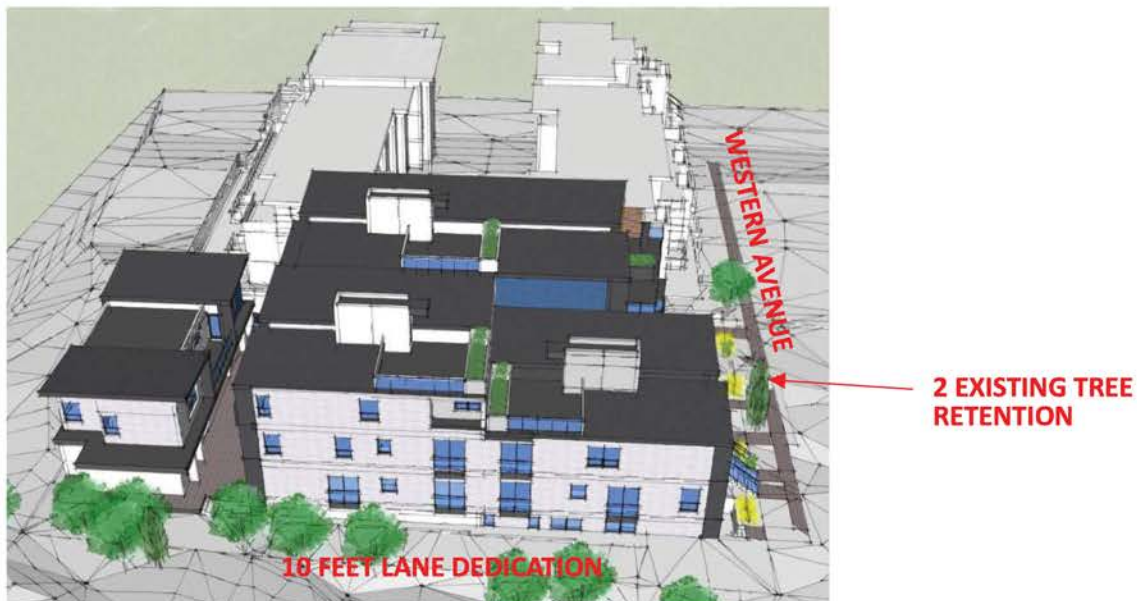
DEVELOPER PRELIMINARY MEETING QUICK FACTS	
<b>DATE</b>	December 6, 2023 (Wednesday)
<b>TIME</b>	6:00 – 8:00 p.m.
<b>LOCATION</b>	Virtual Zoom Meeting online
<b>ATTENDANCE</b>	1 person signed up for event from the public 1 Owner in attendance, City Planner and Facilitator/Applicant <b>Total of 4 people</b>
<b>FEEDBACK</b>	6 comments online City feedback 1 comment online Virtual DIS 1 comment by phone call to Applicant
<b>REPRESENTATION</b>	Carman Kwan – Architectural Collective Inc. Bram van der Heijden – City of North Vancouver Bobby Purba – 1345529 BC Ltd.
<b>ATTACHMENTS</b>	Feedback forms

## PROJECT DESCRIPTION

The development application proposes to rezone 2416 Western Avenue to permit a new multi-family development compliant to the Official Community Plan R4a zoning to include 18 residential units at a floor space ratio of 1.0. The development includes a mix of residential unit sizes including 8 affordable units under 800 square feet, an underground parking level and a 10 foot lane dedication on the north side of the lot.

### Key features of the project include:

- 18 residential units with 8 affordable units under 800 square feet
- Underground parking level with 14 parking stalls proposed and a 9 parking stall variance
- Floor space ratio of 1.0 compliant to the OCP R4a zoning
- Lane dedication of 10 feet at the north side of the site
- Retention of two existing trees on the west property line



# NOTIFICATION

Notification for the Developer Information Session meeting included:

- Information postcards mailed to adjacent properties
- Newspaper advertisement published in the NorthShore News (web online and print) on week of November 22 and November 29, 2023.
- Posted on City of North Vancouver's Website <https://www.cnv.org/Business-Development/Building/Land-Use-Approvals/Active-Applications/2416-Western-Avenue> launched during notification period and currently active and included in advertising project webpage and contact information

## NORTHSHORE NEWS ADVERTISING

The image shows two side-by-side newspaper advertisements for a Development Information Session. Both ads are for the same project: a rezoning application for 2416 Western Avenue, North Vancouver, BC. The project is proposed by Architectural Collective Inc. and involves a rezoning from RS-1 to a new zone to allow for a building of two and three stories with a total of eight to ten units. The ads include the following information:

- Project Name:** Development Information Session - Early Public Input Opportunity - Rezoning Application Proposed Market Strata Residential Housing - 2416 Western Avenue
- Proposed Building:** A three-story building with two and three stories, containing eight to ten units.
- Location:** 2416 Western Avenue, North Vancouver, BC.
- Meeting Information:** The meeting is organized by the City of North Vancouver as part of the land use application process. It is held on December 6, 2023, from 6:00 PM to 8:00 PM at the Pleasant View Community Centre.
- Contact Information:** Architectural Collective Inc., 604-653-7851, [info@architecturalcollective.com](mailto:info@architecturalcollective.com).
- QR Code:** A QR code is provided for more information.
- Additional Services:** The ads also feature advertisements for 'HOT SPOT For Sale' (604-653-7851) and 'GROW YOUR BUSINESS' (604-653-7851).

NOVEMBER 22, 2023

NOVEMBER 29, 2023

## MEETING SUMMARY

The meeting was held virtually on Zoom Meeting and the meeting link was sent out to interested public who contacted us to attend the session. We received two requests from the public for attendance. Starting at 6:00 pm, the Virtual Developer Information Session was held and one member of the public signed in to the meeting. A presentation was provided by the facilitator/applicant and a question and comment period was held.

The public attendee was welcomed and invited to ask questions of the presentation material and the proposed development.

Comments from the public were positive and in support of the proposed development at the Developer Information Session meeting. Four comments were submitted during the Notification period on the City of North Vancouver's website and one comment by phone to the Applicant.

## DISCUSSION: QUESTIONS AND COMMENTS

- The proposed project was generally well received and supportive of development and density

## COMMENTS/ CLARIFICATION FROM THE APPLICANT & REPRESENTATIVES

- The applicant and City Planning staff provided clarifications that a 10 feet lane dedication was to be provided at the north of the site for continuity of existing east lane access to the north and on to Western Avenue.

## FEEDBACK FORM SUMMARY

Four feedback online city forms were submitted during the notification period and one phone call comment from the public. Generally, submissions were supportive of the proposed project and provided the following comments:

- The proposed project was generally well received and public supportive of development and density
- Affordability of the units proposed was welcomed and positive aspect of the development
- Support for multi-unit development and more choice and supply
- Support for new buildings to "improve outlook of Western Avenue" and revitalization of the street
- Proposed development "a great fit for the area based on the current and future developments"
- Suggestion for "different and unique design"
- Suggestion for "adding EV parking option"
- Suggestion for house or duplex density and development proposal too dense
- Suggestion for reduced density to 10-14 units
- Concerns regarding traffic and access of lane for garbage and recycling trucks
- Concerns regarding reduced parking proposed on site
- One comment concerns that no further development should take place on this street

## CONCLUSION

The Developer Information Session meeting for rezoning of 2416 Western Avenue to R4a zoning was advertised according to the City of North Vancouver's requirements and provided an open forum for community members to learn about the proposal, ask questions, and provide comments to the applicant and representatives. Those who asked questions or provided comments were supportive of the project and did not raise any significant concerns. Feedback summary forms submitted online were generally supportive of the development proposal with three out of six submissions commenting on concerns regarding parking, existing traffic flow and density proposed.

## Overview for Zoning Variances – 2416 Western Avenue

The following provides a summary and overview of the proposed zoning variances and car parking provisioning associated with the project at 2416 Western Avenue:

**Table 1. Summary of Proposed Zoning Changes**

	<b>BASE RG-3 ZONE</b>	<b>PROPOSED CD-766 ZONE</b>
<b>Density Maximum</b>	1.0 FSR	1.0 FSR based on the original lot size of 1,311.5 sq. m (14,117 sq. ft.)
<b>Lot Coverage Maximum</b>	60 percent	54% percent Based on the original lot size of 1,311.5 sq. m (14,117 sq. ft.)
<b>Height Maximum</b>	3 storeys and 13.0 m (42.65 ft.)	<p>Principal Buildings on the Western portion of the lot shall not exceed a Building Height of 3 storeys and 12 metres (39.3 feet), as measured from the average Building Grade at the North property based on the original lot measuring 120.0 metres (393.55 feet) geodetic;</p> <p>Principal Building on the Eastern portion of the lot shall not exceed a Building Height of 2 storeys and 9 metres (29.5 feet), as measured from the average Building Grade at the North property based on the original lot measuring 120.0 metres (393.55 feet) geodetic;</p> <p>The Heights of Buildings and Structures permitted elsewhere in the Bylaw may be exceeded for:</p> <ul style="list-style-type: none"> <li>i. Parapet walls, guard rails, Garden Structures, staircase and elevator structures by not more than 3.3 metres (10.8 feet.)</li> <li>ii. Fully screened mechanical equipment located at least 2 metres (9.8 feet.) from the roof edge by not more than 2.0 metres (6.6 ft.);</li> </ul>
<b>Siting</b>	<b>Front Lot Line Setback</b> 3 m (9.8 ft.)	3 m (9.8 ft.)
	<b>Exterior Side Lot Line Setback</b> 2.4 m (7.9 ft)	1.2 m (3.94 ft.)
	<b>Interior Side Lot Line Setback</b> 2.4 m (7.9 feet)	1.2 m (3.94 ft.)
	<b>Rear Lot Line Setback</b> 1.6 m (5.2 feet)	0.6 m (2 ft.)
<b>Floor area exclusion</b>	General provisions	<p>General provision plus:</p> <p>For the purposes of calculating Gross Floor Area, all residential floor area on the Cellar and any residential floor area located directly above the portion of the Cellar used for Parking, Secure Bicycle Parking, Garbage and Recycling, and common electrical, mechanical and LEC rooms, of an shall be excluded from the calculation;</p>

	<b>BASE RG-3 ZONE</b>	<b>PROPOSED CD-766 ZONE</b>
<b>Parking</b>	<ul style="list-style-type: none"> <li>• 1.05 spaces per Dwelling Unit</li> <li>• 10% visitor parking</li> <li>• 0.038 Disability Parking Spaces for each Dwelling Unit;</li> </ul>	<ul style="list-style-type: none"> <li>• A variance for 2 parking spaces is requested: <ul style="list-style-type: none"> <li>○ To reduce the required visitor parking from 2 stalls to 1</li> <li>○ To reduce the required Disability stalls from 1 to 0, due to inaccessibility of the units.</li> </ul> </li> </ul>

**Justification for Variances**

Lot Coverage

The application seeks a variation to the lot coverage requirements set for the RG-4 zone to reduce the lot coverage to 54% and base the lot coverage on the original lot prior to the taking of lane dedication. By doing so a suitable lot coverage will be provided regardless of the exact size road dedication.

Height

The height is slightly reduced from the 13m maximum in the RG-3 zone for the two buildings on the western side of the property, and reduced even further for the building on the eastern portion of the lot, in order to integrate with developments on adjoining lots.

Siting

The proposed setback variances are considered appropriate by staff considering the limited amount of space remaining after the taking of lane dedication and due to the retention of the two large trees in the front yard. Additionally the reduced setback still allows for suitable landscaping along the public realm, providing a desirable interface.

Floor Area Exclusion

Based on feedback from staff, and the Advisory Design Panel, vehicle parking was provided in an underground parkade, a 3m lane dedication was taken along the northern property line, the buildings were setback from the street to accommodate the retention of a tree, and then further set back from the interior of the site to enlarge the courtyard. Based on these design changes, it was no longer possible to provide living space in a Cellar level, and so staff support a variance to the usual exclusions to allow a portion of living area in the level above the Cellar to be excluded from GFA, in order to achieve the anticipated density allowed on the site under the Official Community Plan. This approach helps to achieve City goals, with livable units that achieve the anticipated development potential of the lot while retaining high quality design, as per the Official Community Plan.



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**From:** Yvonne Poon  
**Sent:** July-10-24 1:08 PM  
**To:** Submissions  
**Subject:** Input - Zoning Amendment Bylaw No. 9060

Subject Land: 2416 Western Avenue  
Plan EPP119522

We would like to voice out our concerns for 2416 Western Avenue:

**TRAFFIC** - Western has one exit on 23rd. The north end of Western does not have a turning hammerhead. The access in and out is already a safety issue with the residents. The additional traffic will make this problematic concern worse. There is No info on CNV link addressing this concern.

**PARKING CONCERN** - The proposed development provides 14 stalls to 18 units. We all agree to utilize public transportation but using public transportation doesn't stop people from owning a vehicle. Additional residents will also induce additional traffic from visitors to Amazon. The parking on Western is already a safety and problematic issue. No info on CNV link regarding this concern or addressing the concern

**CHILD ROAD SAFETY CONCERN** - There is no traffic signal along W 23rd St. / Western Avenue, this is a traffic safety issue for kids and pedestrian. This is already an existing traffic problematic concern when you turn East from Western Avenue to W 23rd St. This is also not addressed on CNV link

**ALLEYWAY/LANEWAY IMPACT CONCERN** - This is also an existing problematic issue, end of alleyway does not have a turning hammerhead. Disposal, recycling & loading trucks blocks this alleyway when entering and backing up to exit. More vehicles will affect traffic for all residents on Western Avenue and Lonsdale Avenue when entering and exiting alleyway . No info from CNV addressing this concern.

We would like to get some formal feedbacks on these issues.

Yvonne Poon  
Western Avenue  
North Vancouver, BC

**From:** Carol Espino  
**Sent:** July-10-24 7:25 PM  
**To:** Submissions  
**Subject:** 2416 Western Avenue

Hello,

I would like to input into the proposed zoning for 2416 western avenue. I don't believe this street can support and hold 18 more units. Our street is a no exit street, and already very busy. We have mainly families here with young children and mainly pets in the area. Parking is a big issue do you the amount of residents, evo, centennial theatre and soon the new Harry Jerome. Having multiple units built on this street would only make this problem worse as construction would make all current residents have no access to our front doors and parking. Please don't let this development be approved as it would really inconvenience many families. Construction would be very difficult for that lot and would also block the alley way which apartments on lonsdale north of 23rd also use.

Best,

Carol Espino  
Western Avenue  
North Vancouver, BC



# Notice of Proposed Zoning Amendment Bylaw - No Public Hearing

## Zoning Amendment Bylaw, 2024, No. 9060 2416 Western Avenue

**Purpose:** The purpose of the proposed Bylaw is to rezone the subject property from a One-Unit Residential 1 Zone (RS-1) to a new Comprehensive Development 766 Zone (CD-766), to permit the development of a three (3) storey ground-oriented residential development consisting of 18 units.

**Subject Lands:** The lands that are the subject of the proposed Bylaw are shown on the inset map, with a civic address of 2416 Western Avenue.

Legal Description: Lot A, Block 215, DL 545 Group 1  
New Westminster District, Plan EPP119522



**Bylaw Readings:** Consideration of first, second and third readings of the proposed Bylaw will be at the **Regular Council Meeting on July 22, 2024.**

**Access Documents:** A copy of the proposed Bylaw is available for inspection online anytime at [cnv.org/PublicNotices](https://cnv.org/PublicNotices) from July 10 to July 22, 2024.

**Provide Input: Written submissions only, including your name and address,** may be addressed to the Corporate Officer and sent by email to [input@cnv.org](mailto:input@cnv.org), or by mail or delivered to City Hall, **no later than noon on Monday, July 22, 2024**, to ensure availability to Council at the meeting. No Public Hearing will be held, as it is prohibited by section 464(3) of the *Local Government Act*. **No Public Input Period submissions on this matter will be heard at the Council meeting.**

**Watch the Meeting:** Online at [cnv.org/LiveStreaming](https://cnv.org/LiveStreaming) or in person at City Hall, 141 West 14<sup>th</sup> Street. Enter City Hall from 13<sup>th</sup> Street after 5:30pm.

**Questions?** Linden Mulleder, Planner, [planning@cnv.org](mailto:planning@cnv.org) / 604-982-9675

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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. 9060**

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

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

1. This Bylaw shall be known and cited for all purposes as **“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2024, No. 9060” (By Design Construction, 2416 Western Avenue, CD-766)**.
2. Division VI: Zoning Map of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by reclassifying the following lands currently having a civic address of 2416 Western Avenue and legally described below as henceforth being transferred, added to and forming part of CD-766 (Comprehensive Development 766 Zone):

PID: 031-694-012	LOT A BLOCK 215 DISTRICT LOT 545 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP119522
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from zone RS-1.

3. Part 11 of Division V: Comprehensive Development Regulations of Document “A” of “Zoning Bylaw, 1995, No. 6700” is hereby amended by:
  - A. Adding the following Comprehensive Development Zone to Section 1101 in numerical order:

“CD-766 Comprehensive Development 766 Zone” (2416 Western Avenue)

In the CD-766 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RG-3 Zone, except that:

    - (1) Three (3) Principal Buildings shall be permitted on one Lot;
    - (2) Section 563(4) Required Accessory Lock-Off Unit Use shall be waived;
    - (3) Density:
      - (a) The Gross Floor Area shall not exceed 1.0 times the Lot Area based on the original lot size of 1,311.5 square meters (14,117 square feet);
      - (b) For the purposes of calculating Gross Floor Area, all residential floor area on the Cellar and any residential floor area located directly above the portion of the Cellar used for Parking, Secure Bicycle Parking, Garbage and Recycling, and common electrical, mechanical and LEC rooms, of an shall be excluded from the calculation;

- (4) Lot Coverage:
  - (a) The Lot Coverage shall not exceed 54% the Lot Area based on the original lot size of 1,311.5 square meters (14,117 square feet);
- (5) Building Height:
  - (a) Principal Buildings on the Western portion of the lot shall not exceed a Building Height of 3 storeys and 12 metres (39.3 feet), as measured from the average Building Grade at the North property based on the original lot measuring 120.0 metres (393.55 feet) geodetic;
  - (b) Principal Building on the Eastern portion of the lot shall not exceed a Building Height of 2 storeys and 9 metres (29.5 feet), as measured from the average Building Grade at the North property based on the original lot measuring 120.0 metres (393.55 feet) geodetic;
- (6) Height Exceptions:
  - (a) The Heights of Buildings and Structures permitted elsewhere in the Bylaw may be exceeded for:
    - i. parapet walls, guard rails, Garden Structures, staircase and elevator structures by not more than 3.3 metres (10.8 feet);
    - ii. Fully screened mechanical equipment located at least 2 metres (9.8 feet) from the roof edge by not more than 2.0 metres (6.6 feet);
- (7) The minimum required Principal Building setback, measured to each building face, shall be limited to:
  - (a) 3 metres (9.8 feet) from the Front Lot Line;
  - (b) 1.2 metres (3.94 feet) from an Interior Side Lot Line or Exterior Side Lot Line; and
  - (c) 0.6 metres (2 feet) from the Rear Lot Line;
- (8) Off-Street Parking, Short-Term and Secure Bicycle Parking, and Accessory Off-Street Loading Spaces shall be provided in conformity with the requirements of Division IV, Parts 9, 10, and 10A, except that:
  - (a) Minimum number of accessory off-street Parking Spaces required Residential Use is varied to 0.95 per unit;
  - (b) Visitor Parking shall be provided according to section 908 Visitor Parking except that 1 visitor parking space shall be provided;

(c) Section 908 (11) Required Disability Parking shall be waived.

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

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

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

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

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MAYOR




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CORPORATE OFFICER

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 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**REAL ESTATE, FACILITIES AND ECONOMIC DEVELOPMENT**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Siobian Smith, Manager, Economic Development

Subject: SHAKETOWN BREWING CORP. – APPLICATION FOR CHANGE OF LIQUOR SERVICE HOURS

Date: July 10, 2024 File No: 09-4320-50-0002/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Manager, Economic Development, dated July 10, 2024, entitled “Shaketown Brewing Corp. – Application for Change of Liquor Service Hours”:

THAT the proposed extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, for Shaketown Brewing Corp., located at 105-288 East Esplanade, be supported on the basis that:

- the proposed extension of 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 proposed extension of liquor service hours is consistent with the vision for the Shipyards Brewery District; and
- the impact of noise on the community in the immediate vicinity of the establishment is expected to be minimal;

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

THAT, subject to the Liquor and Cannabis Regulation Branch approving this application, staff be directed to modify the Outdoor Dining Agreement with regard to the service hours for the outdoor patio to cease by 11:00pm and be cleared by 12:00am;

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

## ATTACHMENTS

1. Current Licenced Manufacturers, Liquor Primaries and Clubs in the City (CityDocs [2546589](#))
2. Map of Local Area with Zoning indicated (CityDocs [2546590](#))
3. Copperpenny Distilling report to Council with consultation results (CityDocs [2360266](#))
4. LCRB letter in 2022 indicating no opposition (CityDocs [2547048](#))

## SUMMARY

Shaketown Brewing Corp. (Shaketown Brewing) has submitted an application to the Liquor and Cannabis Regulation Branch (LCRB) to permanently extend the hours of liquor service for its lounge. In accordance with LCRB's standing regulations, applications for a change of liquor service hours must receive a response from the respective local government. Staff consider that the proposed extension to liquor service hours is reasonable, and recommend that the City of North Vancouver (the City) opts out of the public consultation process with respect to this application, and allow LCRB to carry out the public consultation process.

## BACKGROUND

Shaketown Brewing holds an active Food Manufacturing business licence and currently operates a brewery with a lounge in the City. Shaketown Brewing received endorsement from the LCRB for its existing lounge in January 2022, permitting the brewery to sell its alcoholic beverages for immediate consumption in the approved lounge area. To date, the City is home to eight breweries, one distillery, one winery, and one cidery (reference Attachment 1 for a list of the liquor manufacturers). Ten of these operators have formed a local industry association – The Shipyards Brewery District.

Shaketown Brewing has underscored that the request for an extension of liquor service hours is being sought to respond to customer demand for late hours of liquor service past the currently approved hours of 11:00pm. An extension of the liquor service hours is expected to provide the brewery with flexibility to adjust its business operations.

## CONSIDERATIONS

The LCRB provides guidance to local governments in the consideration of specific factors for applications for a change of liquor service hours. Local governments that choose to provide a recommendation to the LCRB for an application are required to complete both the public consultation process (step 1), and provide comments to address factors that impact the community (step 2). Both steps must be completed in order to participate in the decision-making process for an application. The LCRB requires that nearby residents be consulted in this process, typically via posting of site signage to inform the public regarding an application. Local governments may choose to “opt out” of an application. In the opt-out scenario, the LCRB would complete the 2-step public consultation process

and conclude a decision for this application, while keeping the City informed of the outcome. If Council chose to opt out, this report and the minutes of the Council meeting would be shared with the LCRB for context and information.

## **1. Location of the Premises**

Shaketown Brewing is located in the 200 block of East Esplanade - zoned as Industrial-Commercial (M-4) with provisions for “Accessory Manufacturing Retail Use” and “Accessory Lounge Use” (reference Attachment 2 for a map of the location with zoning indicated). The manufacturing of brewed beverages and the sale of these beverages for immediate consumption in the lounge area is permitted in the current zone.

Shaketown Brewing fronts directly onto East Esplanade, and there are no residences fronting the business premises. In addition to Shaketown Brewing, this site currently consists of a distillery (with a lounge area), a research and manufacturing facility for hydrogen fuel cell products, and a bicycle component manufacturer. The surrounding area within a 40-metre radius<sup>1</sup> is populated by a senior housing facility (95 St. Andrews Avenue) managed by the Metro Vancouver Housing Corporation with 15 dwelling units, and an RM-1 (Medium Density Apartment Residential 1) building with 6 residential units. Businesses that immediately surround Shaketown Brewing include a research and laboratory service, a fitness centre, a private/ non-profit religious organization, a home automation service, a mattress manufacturer, a tire and automotive service, and an immigration consulting service. There are no recreational or public facilities situated in the immediate vicinity of Shaketown Brewing.

## **2. Hours of Liquor Service and Occupant Load**

Shaketown Brewing’s current Liquor Manufacturer licence provides for lounge closing hours by 11:00pm, 7 days per week. The brewery is seeking approval to extend its current liquor service hours for its lounge area to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday. In terms of occupancy, the establishment has an approved indoor capacity for 60 persons (patrons and staff), and 15 persons on the outdoor patio. The brewery currently also operates an outdoor patio with approved closing hours no later than 11:00pm daily.

There are a limited number of alcoholic beverage manufacturers authorized to operate beyond 11:00pm in the City. Windfall Cider and Co., located at 250 East Esplanade, has approved closing hours of 12:00am (Thursday to Sunday); however in practice, the cidery closes its operation no later than 10:00pm throughout the week. Copperpenny Distilling, located at 288 East Esplanade, has approved closing hours of 12:00am (Sunday to Thursday) and 2:00am (Friday to Saturday); however, in practice, the distillery closes its operation by 12:00am (Friday to Saturday), and no later than 11:00pm (Sunday to Thursday). Attachment 1 provides a breakdown of the closing hours for Liquor Manufacturers and Liquor Primary premises that are located in the City.

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<sup>1</sup> The 40 metre radius is the designated range used by our Planning & Development Department for public consultation.

Additionally, the closest Liquor Primary licensee to Shaketown Brewing is The Gull Bar & Kitchen, located at 175 East 1<sup>st</sup> Street, which operates up to 11:00pm on Fridays and Saturdays; however, The Gull Bar & Kitchen has approval from the LCRB to operate up to 1:00am (Friday and Saturday). LCRB has also granted approval to Jack Lonsdale's Pub, and the Lonsdale Quay Hotel (LQH) to serve liquor up to 2:00am for selected days in a week; however, in practice, Jack Lonsdale's Pub closes no later than 12:00am, while the LQH does not operate beyond 11:30pm. Sailor Hagar's Brew Pub at 86 Semisch Avenue, is the only other Liquor Primary premises in the City that currently closes at 2:00am on Fridays and Saturdays. The remaining three Liquor Primary premises in the City have approved closing hours between 12:00am to 1:00am (Friday to Sunday); however, liquor service on these premises are only permitted in conjunction with an event, and these operations typically close no later than midnight.

### **3. Impact of Noise and Any Related Issues**

Shaketown Brewing has not been the subject of specific disturbances or complaints since its establishment.

### **DISCUSSION**

Staff consider that the proposed extension to liquor service hours is reasonable and consistent with the vision for the Shipyards Brewery District as a vibrant community destination. The extension of hours is also consistent with the goal of maximizing economic opportunity in a light-industrial area on employment generating lands. Further, the City conducted a public consultation process in April 2023 regarding a similar application to extend the liquor service closing hours for a nearby liquor manufacturer, Copperpenny Distilling. As an immediate neighbour to Copperpenny Distilling, this consultation encompassed the current applicant's neighbourhood, and yielded a majority of support for an extension of liquor service hours (Attachment 3). Prior to this, in January 2022 the LCRB informed the City that a public consultation carried out by LCRB staff resulted in no opposition to the establishment of a lounge for Shaketown Brewing (Attachment 4). Subsequent to this, the City approved an outdoor patio for 15 patrons in September 2022.

In reference to the liquor service hours for the outdoor patio, staff recommend that the closing hours be aligned with the direction provided by Council on April 24, 2023, which directed staff to allow for an extension of one hour for the outdoor dining area for Copperpenny Distilling. To date, the Distillery has not been the subject of specific disturbances or complaints subsequent to extending its liquor service hours beyond midnight. Accordingly, staff recommend that all service of food and beverages on the outdoor patio for this application should cease by 11:00pm and the patio area should be cleared (closed) by 12:00am.

Business premises that do not front onto any residences, as in the case of Shaketown Brewing, are anticipated to have a minimal noise impact on the community. It should also be noted that staff have authority under the Business Licence Bylaw to introduce additional conditions on the Business Licence should issues arise at a later date. The LCRB also monitors complaints about business operations for businesses that hold Provincial Liquor Licences and can take action if warranted.

The following options are presented for Council's consideration:

**Option 1 – Recommended:** The City opts out of the public consultation process with respect to this application. For this option, the proposed motion would be:

*THAT the proposed extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, for Shaketown Brewing Corp., located at Unit 105 - 288 East Esplanade, be supported on the basis that:*

- *the proposed extension of 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 proposed extension of liquor service hours is consistent with the vision for the Shipyards Brewery District; and*
- *the impact of noise on the community in the immediate vicinity of the establishment is expected to be minimal;*

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

*THAT, subject to the Liquor and Cannabis Regulation Branch approving this application, staff be directed to modify the Outdoor Dining Agreement with regard to the service hours for the outdoor patio to cease by 11:00pm and be cleared by 12:00am;*

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

**Option 2 – Not Recommended:** The City opts in and conducts the public consultation process. Staff undertake a public consultation process to solicit written feedback for this application. Staff will present the feedback to Mayor and Council through a Council Report and seek further direction for this application.

## **FINANCIAL IMPLICATIONS**

If Council approves Option 2, the City will require staff time to process and generate findings from public feedback. The cost of signage to solicit public feedback will be borne by the applicant.

## **INTER-DEPARTMENTAL IMPLICATIONS**

The Bylaws team has been consulted on this application. There is no anticipated direct impact for other City Departments.

## STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The proposed activity conforms to the Official Community Plan's Mixed Employment designation for the property, which allows for light industrial and service commercial uses. This application aligns with Council's 2022-2026 Strategic Plan and the Economic Strategy, that emphasize continuing to explore opportunities to support local businesses, strengthening vibrancy in the community, and increasing the visibility of the City as a tourism destination.

RESPECTFULLY SUBMITTED:



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Siobian Smith  
Manager, Economic Development

## Attachment 1 - Current Licenced Manufacturers, Liquor Primaries and Clubs in the City

City of North Vancouver

Premises **Current** Closing Hours

Closing Hours **Approved** by LCRB

Business Name	LCRB Licence Type	Address	Premises <b>Current</b> Closing Hours			Closing Hours <b>Approved</b> by LCRB		
			Friday	Saturday	Sunday	Friday	Saturday	Sunday
1 Streetcar Brewing	Manufacturer - Brewery	123 1st Street E, Unit A	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM
2 North Point Brewing	Manufacturer - Brewery	266 1st Street E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM
3 La Cerveceria Astilleros	Manufacturer - Brewery	226 Esplanade E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM
4 Windfall Cider	Manufacturer - Cidery	250 Esplanade E, No. 101	10:00 PM	10:00 PM	9:00 PM	12:00 AM	12:00 AM	12:00 AM
5 Garden of Granite	Manufacturer - Winery	228 Esplanade E				5:00 PM	5:00 PM	5:00 PM
6 Copperpenny Distilling	Manufacturer - Distillery	288 Esplanade E, No. 101 & 103	12:00 AM	12:00 AM	10:00 PM	2:00 AM	2:00 AM	12:00 AM
7 Shaketown Brewing	Manufacturer - Brewery	288 Esplanade E, No. 105	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM
8 Beere Brewing Company	Manufacturer - Brewery	312 Esplanade E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	9:00 PM
9 House of Funk Brewing Company	Manufacturer - Brewery	350 Esplanade E, No. 101	11:00 PM	11:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM
10 Braggot Brewing (API Crafts Inc.)	Manufacturer - Brewery	370 Esplanade East, No. 102	10:00 PM	10:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM
11 Black Kettle Brewing Company	Manufacturer - Brewery	720 Copping Street, No. 105-106 (Harbourside)	9:00 PM	9:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM
1 Sailor Hagar's Brew Pub	Liquor Primary	86 Semisch Avenue	2:00 AM	2:00 AM	11:00 PM	2:00 AM	2:00 AM	1:00 AM
2 The (Rusty) Gull Bar & Kitchen	Liquor Primary	175 East First Street	11:00 PM	11:00 PM	closed	1:00 AM	1:00 AM	12:00 AM
3 Lonsdale Quay Hotel	Liquor Primary	123 Carrie Cates Court	11:30 PM	11:30 PM	11:00 PM	2:00 AM	2:00 AM	12:00 AM
4 Jack Lonsdale's Pub	Liquor Primary	1433 Lonsdale Ave., No. 127	12:00 AM	12:00 AM	11:00 PM	2:00 AM	2:00 AM	1:00 AM
5 The Polygon Gallery	Liquor Primary (Event Driven)	101 Carrie Cates Court	5:00 PM	5:00 PM	5:00 PM	1:00 AM	1:00 AM	1:00 AM
6 Presentation House	Liquor Primary (Event Driven)	333 Chesterfield Ave.	4:00 PM	closed	closed	1:00 AM	1:00 AM	12:00 AM
7 Centennial Theatre Centre	Liquor Primary (Event Driven)	2300 Lonsdale Ave.	5:00 PM	5:00 PM	5:00 PM	1:00 AM	1:00 AM	12:00 AM
1 Army, Navy & Air Force Veterans in Canada No. 45	Liquor Primary Club	119 E 3rd ST	12:00 AM	12:00 AM	5:30 PM	12:00 AM	12:00 AM	12:00 AM
2 Fraternal Order of Eagles No. 2638	Liquor Primary Club	170 W 3rd St	12:00 AM	12:00 AM	8:00 PM	2:00 AM	2:00 AM	12:00 AM
3 Royal Canadian Legion, Branch No. 118	Liquor Primary Club	123 W 15th ST	11:00 PM	11:00 PM	7:00 PM	1:00 AM	1:00 AM	12:00 AM
4 Burrard Yacht Club	Liquor Primary Club	10 GOSTICK PLACE (Harbourside)	4:00 PM	closed	closed	2:00 AM	2:00 AM	12:00 AM

### Attachment 2: Map of Local Area with Zoning Indicated

Aerial View

Applicant: [Shaketown Brewing Corp.](#)

Location: Unit 105, 288 East Esplanade





### View of the Establishment and Zones

Applicant's Site: M-4 (Industrial-Commercial) Zone  
OCP Designation: ME (Mixed Employment)



**LEGEND**  
CD-# Comprehensive Development Zone  
M-4 Industrial-Commercial Zone

**MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON **MONDAY, APRIL 24, 2023****

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**REPORT**

16. Copperpenny Distilling Application for Permanent Change of Liquor Service Hours for the Lounge Area – Public Feedback and Recommendation  
– File: 13-6750-01-0001/2023

Report: Manager, Economic Development, April 14, 2023

Moved by Councillor McIlroy, seconded by Councillor Girard

PURSUANT to the report of the Manager, Economic Development, dated April 14, 2023, entitled “Copperpenny Distilling Application for Permanent Change of Liquor Service Hours for the Lounge Area – Public Feedback and Recommendation”:

THAT the application for extension of current closing hours to 12:00 am, Sunday to Thursday, and 2:00 am, Friday and Saturday, for liquor service in the lounge area, under Copperpenny Distilling Limited’s Liquor Manufacturer Licence, be approved, subject to the following conditions:

- In accordance with the provisions set out in the Outdoor Dining Agreement, the extension of liquor service hours shall not be applied to the current outdoor patio area. All service of food and beverages on the outdoor patio should cease by 11:00 pm and the patio area should be cleared by 12:00 am; and
- Signage be posted in conspicuous locations on the business premises to advise patrons to be respectful of neighbours when leaving the premises;

THAT the Liquor and Cannabis Licensing Branch be informed of this resolution and that the application approval has been granted on the basis that:

- The impact of noise on the community in the immediate vicinity of the establishment, in general, is expected to be minimal if managed diligently;
- The proposed extension to liquor service hours is consistent with the vision for The Brewery District;
- 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; and
- The results of the public feedback conducted by City staff found a majority of respondents in favour of the proposed liquor service hours.

Moved by Councillor Valente, seconded by Councillor Back

THAT the motion be amended to add the following clause:



“AND THAT staff be directed to work with the applicant to enter into a Good Neighbour Agreement.”

Amendment motion, **CARRIED**

Mayor Buchanan, Councillor Girard and Councillor McIlroy are recorded as voting in opposition to the amendment motion.

Main motion, as amended, **CARRIED UNANIMOUSLY**



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

**COUNCIL REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Siobian Smith, Manager, Economic Development

Subject: COPPERPENNY DISTILLING APPLICATION FOR PERMANENT  
CHANGE OF LIQUOR SERVICE HOURS FOR THE LOUNGE AREA –  
PUBLIC FEEDBACK AND RECOMMENDATION

Date: April 14, 2023 File No: 13-6750-01-0001/2023

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**RECOMMENDATION**

PURSUANT to the report of the Manager, Economic Development, dated April 14, 2023, entitled "Copperpenny Distilling Application for Permanent Change of Liquor Service Hours for the Lounge Area – Public Feedback and Recommendation":

THAT the application for extension of current closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday and Saturday for liquor service in the lounge area under Copperpenny Distilling Limited's liquor Manufacturer Licence, be approved subject to the following conditions:

- In accordance with the provisions set out in the Outdoor Dining Agreement, the extension of liquor service hours shall not be applied to the current outdoor patio area. All service of food and beverages on the outdoor patio should cease by 10:00pm and the patio area should be cleared by 11:00pm; and
- Signage be posted in conspicuous locations on the business premises to advise patrons to be respectful of neighbours when leaving the premises.

AND THAT the Liquor and Cannabis Licesning Branch be informed of this resolution and that the application approval has been granted on the basis that:

- The impact of noise on the community in the immediate vicinity of the establishment, in general, is expected to be minimal if managed diligently;
- The proposed extension to liquor service hours is consistent with the vision for The Brewery District;

- 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; and
- The results of the public feedback conducted by City staff found a majority of respondents in favour of the proposed liquor service hours.

## **SUMMARY**

Copperpenny Distilling submitted an application to the Liquor and Cannabis Regulation Branch (LCRB) to permanently change the current hours of liquor service for its lounge. In accordance with LCRB's standing regulations, applications for change of liquor service hours must receive a response from the respective local government. Council reviewed the application on April 3, 2023 and directed Economic Development staff to undertake a public consultation process to solicit public feedback for this application. Staff initiated the consultation process for a period of 10 days through direct mail notifications in the immediate vicinity as well as mounting a sign on the premises. Input received provided overwhelming support for the application.

## **BACKGROUND**

Copperpenny Distilling holds a valid Food Manufacturing business licence and currently operates the only distillery with a lounge in the City of North Vancouver (the City). The lounge endorsement currently provides for business closing hours everyday by 11:00pm. Copperpenny Distilling is seeking approval to extend its liquor service closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday and Saturday. As part of the process to apply for permanent change to a liquor licensee's current liquor service hours, LCRB notified the respective local government to conduct public consultation and table concerns or support for the application. The Council Report, dated March 22, 2023, provides detailed background and supporting documentation and can be accessed via City Doc No. [2351143](#).

In an effort to gauge potential impacts to the community, Council directed staff to undertake a public consultation process to solicit written feedback for this application. Staff reached out to the business operators, residents, and property owners (residential and commercial properties) that are situated within a 40-metre radius of the applicant's premises via issuance of physical letters. A sign was also placed in front of the applicant's establishment throughout the consultation period to invite public feedback.

## **PUBLIC FEEDBACK**

The City received a total of 58 responses in which a majority of the respondents (88%) conveyed support for the application from Copperpenny Distilling. These respondents underscored that the extension of liquor service hours would contribute toward animating the Brewery District. More than 13% of respondents provided more detailed responses emphasizing the current limited service options after midnight hours in the lower Lonsdale

neighbourhood. These respondents advocated that extending liquor service hours for the applicant may be a vital step to adding value and driving growth in the area.

A total of 6 respondents from nearby residences and a religious organization conveyed their opposition for the application from Copperpenny Distilling. These responses cited that an approval for the extension of liquor service hours would likely result in increased noise caused by patrons exiting the business after closing hours. Further concerns were cited about previous disruptive incidents with loud music during events at nearby business operators and a possible lack of parking if this application is approved. Specific complaints were received related to past incidents with Finch & Barley (Food Primary located at 250 E 1<sup>st</sup> Street – closing at 1:00am) and North Point Brewing (Brewery with Lounge located at 266 E 1<sup>st</sup> Street – closing at 11:00pm).

Of the 58 responses received, 33 were provided by respondents based in the City – constituting 57% of the total responses. The remaining 43% of responses were provided by respondents living elsewhere on the North Shore. Of the City-based respondents, 79% conveyed their support for the application. Of the 27 responses that came from the lower Lonsdale neighbourhood, 74% responded in support of this application. Further details are provided in Table 1 below.

Table 1: Breakdown of Responses

	Number of Respondents	Percentage
<b>Total No. of Respondents</b>	<b>58</b>	
No. of City-Based Respondents	33	<b>57%</b>
No. of Non City-Based Respondents	25	<b>43%</b>
<b>No. of City-Based Respondents</b>		
<b>No. of City-Based Respondents</b>	<b>33</b>	
No. of Support	26	79%
No. of Support - Conditional	1	3%
No. of Opposition	6	18%
<b>No. of Lower Lonsdale Respondents</b>		
<b>No. of Lower Lonsdale Respondents</b>	<b>27</b>	
No. of Support	20	74%
No. of Support - Conditional	1	4%
No. of Opposition	6	22%

## DISCUSSION

Based on public response, the request from Copperpenny Distilling to extend its liquor service closing hours affirmed the increasing popularity of the Brewery District. The vast majority of feedback praised the contribution of breweries to the vibrancy and culture of the City and underscored the demand for liquor service beyond midnight hours on the North Shore in general.

While Copperpenny Distilling is situated immediately behind a residence, it has not been the subject of a complaint since its establishment in 2020. The public feedback received during this consultation confirmed that noise complaints were related to the food/liquor

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service operators on East 1<sup>st</sup> Street. Further, it should be noted that, unlike Copperpenny Distilling, these business premises on East 1<sup>st</sup> Street exit directly onto the same block as the nearby residences.

On balance, staff consider that the proposed extension to liquor service hours is reasonable and consistent with the vision for the Brewery District as a vibrant community destination. The extension of hours is also consistent with the goal of maximizing economic opportunity in a light-industrial area on employment generating lands. As increasing densification in the City will inevitably bring residential and commercial areas into closer proximity, staff will continue to explore tools that support positive community integration within neighbourhoods including updates to and compliance with “Good Neighbour” agreements.

It should also be noted that staff have authority under the current Business Licence Bylaw to introduce additional conditions on the Business Licence should issues arise at a later date. The LCRB also monitors complaints about business operations for businesses with Provincial Liquor Licences and can take actions if warranted.

The following options are presented for Council's consideration:

**Option 1 - Recommended:** Approve the extended hours with conditions. For this option, the proposed motion would be:

*THAT Council approve the application for extension of current closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday and Saturday for liquor service in the lounge area under Copperpenny Distilling Limited's liquor Manufacturer Licence, subject to the following conditions:*

- *In accordance with the provisions set out in the Outdoor Dining Agreement, the extension of liquor service hours shall not be applied to the current outdoor patio area. All services of food and beverages on the outdoor patio should cease by 10:00pm and the patio area should be cleared by 11:00pm; and*
- *Signage be posted in conspicuous locations on the business premises to advise patrons to be respectful of neighbours when leaving the premises.*

*Application approval granted on the basis that:*

- *The impact of noise on the community in the immediate vicinity of the establishment, in general, is expected to be minimal if managed diligently;*
- *The proposed extension to liquor service hours is consistent with the vision for the Brewery District;*
- *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; and*
- *The results of the public feedback conducted by City staff found a majority of respondents in favour of the proposed liquor service hours.*

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**Option 2 – Not Recommended:** Deny the application for extended hours at this time. For this option, the proposed motion would be:

*THAT the proposed Manufacturer Liquor Licence application with liquor service closing hours at 12:00am, Sunday to Thursday; and 2:00am, Friday and Saturday for Copperpenny Distilling Limited be denied at this time, given the potential negative impact of noise and neighbourhood disturbance from patrons on adjacent residential uses.*

## FINANCIAL IMPLICATIONS

There are no financial implications resulting from this report.

## INTER-DEPARTMENTAL IMPLICATIONS

The Planning Department, Business Licencing and Bylaw Services Division have been consulted on this application. Bylaws noted that with the late night operation of any liquor service establishment that noise complaints are anticipated. There is no anticipated impact for other City Departments.

RESPECTFULLY SUBMITTED:



for

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Siobian Smith

Manager, Economic Development



Job# 009705

January 18, 2022

Shaketown Brew Corp.  
105-288 Esplanade Ave  
North Vancouver, BC V7L1A1  
Email: [ryan@shaketownbrewing.com](mailto:ryan@shaketownbrewing.com)

Dear Ryan Scholz:

**Re: Decision of Site and Community Assessment (SCA) for a Lounge Endorsement**  
**Licensee Name: Shaketown Brew Corp.**  
**Establishment Name: Shaketown Brewing**  
**Establishment Location: 105-288 Esplanade Ave, North Vancouver BC**  
**Brewery Licence #: 310410**

The applicant, Shaketown Brew Corp., is applying for a lounge endorsement at their manufacturing site, located at above address. The proposed brewery lounge will operate in an interior area overlapping the on-site store.

A tasting area is restricted to sample sizes of manufacturer products while a lounge endorsement allows for the sale and consumption of full servings; meaning regular servings of brewery products may be consumed within the lounge.

The applicant has met the eligibility and suitability requirements of the *Liquor Control and Licensing Act* (the Act) and is now proceeding to the Site and Community Assessment Stage which requires Local Government/First Nation input. The application was provided to the City of North Vancouver for consideration by Council. The City of North Vancouver confirmed by way of notification via the LCRB licensing portal dated August 5<sup>th</sup>, 2021 that they were opting out of providing comment on this application.

Pursuant to Section 39(1) of the Act, Liquor and Cannabis Regulation Branch (the LCRB) staff gathered information on the prescribed criteria. The applicant is now eligible for consideration of SCA approval.

### **The Issues**

- Whether the SCA criteria have been applied;
- Whether to grant SCA approval;

Liquor and Cannabis  
Regulation Branch

Mailing Address:  
PO Box 9292 Stn Prov Govt  
Victoria BC V8W 9J8

Location:  
400-645 Tyee Road  
Victoria BC V9A 6X5

Website:  
[www.gov.bc.ca/lcrb](http://www.gov.bc.ca/lcrb)  
Phone: 1-866-209-2111  
Fax: 250-952-7066



- Whether issuance of a manufacturer lounge endorsement licence would be contrary to the public interest.

### **Factors To Be Considered**

- Consideration of the following statutory criteria pursuant to section 71 of the *Liquor Control and Licensing Regulation* (the Regulations):
  - a) The location, person capacity and hours of service for the manufacturer lounge endorsement;
- Provide a resolution with comments on the following statutory criteria:
  - a) The impact of noise on nearby residents.
  - b) The impact on the community if the application is approved.
  - c) The view of residents and a description of the method used to gather views.
  - d) The Council's recommendations (including whether or not the application be approved) and the reasons on which they are based.

### **Relevant Legislation and Policy**

I have reviewed the relevant sections of the Act, the Regulation and LCRB policies in considering the subject application.

Section 39 of the Act sets out the role of the General Manager in circumstances where Local Government/First Nation does not provide recommendations with respect to an application. This includes taking into account the prescribed criteria and gathering the views of residents.

### **Analysis**

Any lounge endorsement has the potential to upset the balance within a community. With this in mind, I have conducted a review of the information provided by the applicant to the LCRB which includes: a Letter of Intent, a site map identifying the proposed location, and a floor plan defining the overall layout of the proposed area.

- The proposed lounge will be part of the manufacturing facility, located at 105-288 Esplanade Ave E in North Vancouver;
- The proposed lounge has one interior service area. The applicant has proposed a maximum capacity of 63 persons total for the interior. This capacity includes both patrons and staff;
- The proposed hours of liquor service are from 10:00 AM to 11:00 PM daily; and
- The applicant believes that the potential for noise and other impacts to the community will be minimal given that they are located in an industrial area.
- The benefits to the community are contributing to North Vancouver's designated brewery district.

In accordance with the Act, LCRB staff gathered the views of residents by way of directing public notification of the application. LCRB staff ensured the manufacturer lounge endorsement

application details were advertised in two consecutive newspaper editions of 'North Shore News' on December 8<sup>th</sup>, 2021 and December 15<sup>th</sup>, 2021. In conjunction, the applicant placed a Notice of Intent sign at the brewery location in a manner visible to all passersby, for a period of 30 days. Local residents within a 0.5 mile (0.8 km) radius were invited to comment on the application in writing to the General Manager by January 8<sup>th</sup>, 2022.

In response to the public notification, the LCRB did not receive any comments in opposition or in support of the application.

### **Decision**

Based on the information before me, I am satisfied that adequate public notice of the applicant's proposal and opportunity for public comments was provided, and that anyone who wished to provide their views on the application was able to do so. I am further satisfied that a majority of residents in the area do not oppose a manufacturer lounge endorsement at the subject property and the granting of a manufacturer lounge endorsement would not be contrary to the public interest.

The City of North Vancouver provided an occupant load stamp determination after the instructions for the public input collection process, as a result the public input was collected based on the proposed occupant load of 63 persons however the City has determined the allowed occupancy to be 60 persons. Based on policy, the lower number will be used for the application going forward.

I am, therefore, granting Site and Community approval for a manufacturer lounge endorsement at 105-288 Esplanade Ave E in North Vancouver with the following terms and conditions:

### **Terms and Conditions of the Manufacturer Lounge Endorsement:**

- Maximum person capacity (patrons plus staff) of 60 persons for the interior lounge;
- Hours of liquor service will be from 10:00 AM to 11:00 PM daily; and
- Minors are permitted in the lounge when accompanied by a parent or guardian or when they are employed as an entertainer within the lounge;
- In addition to selling brewery products registered to the brewery under this licence, the lounge area may also sell a limited amount of liquor from any other type of manufacturer. The cost of other liquor products cannot exceed 20% of the total liquor purchased for any yearly quarter; and
- **Note** that it is the responsibility of the licensee to take reasonable measures to ensure that the operation of the establishment does not disturb persons in the vicinity of the establishment.

### **Food Requirements**

Manufacturer lounge areas must provide, at a minimum, a reasonable variety of hot or cold snacks and non-alcoholic beverages at reasonable prices during all hours of operation. Food service in the range of a restaurant is not required however packaged snacks commonly found in

vending machines do not meet the minimum food requirements. **Food must be available at all times the lounge is open.**

**Plans Approval**

This approval allows the applicant to proceed with development of floor plans for the proposed establishment. In accordance with the Regulations, prior to issuing a licence, the General Manager must set the person capacity.

A detailed floor plan with an occupant load determined by the City of North Vancouver Building Inspector was received on November 29, 2021. The plans will be reviewed to ensure compliance with the Regulations and policy. If all is in order, one set of plans will be returned stamped "Approved in Principle" along with further instructions on the next step in the licensing process.

**Terms of SCA Approval**

This approval is personal to the applicant and cannot be sold or transferred without the prior approval of the LCRB.

If you have any questions about this decision, please contact me by phone at 778-974-3635 or by email at [Clair.Williams@gov.bc.ca](mailto:Clair.Williams@gov.bc.ca).

Sincerely,






Clair Williams  
Senior Licensing Analyst  
Liquor and Cannabis Regulation Branch

cc: Tyler Maloney, Regional Manufacturing Inspector  
City of North Vancouver

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 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**REAL ESTATE, FACILITIES AND ECONOMIC DEVELOPMENT**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Siobian Smith, Manager, Economic Development

Subject: STREETCAR BREWING CORP. – PUBLIC FEEDBACK FOR  
APPLICATION FOR CHANGE OF LIQUOR SERVICE HOURS

Date: July 10, 2024 File No: 09-4320-50-0002/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Manager, Economic Development, dated July 10, 2024, entitled “Streetcar Brewing Corp. – Public Feedback for Application for Change of Liquor Service Hours”:

THAT the application for extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, in the lounge area of Streetcar Brewing Corp. (123A East 1<sup>st</sup> Street) be supported, subject to the following conditions:

- permit the extension of liquor service closing hours solely for the indoor service area of the business;
- conclude an Outdoor Dining Agreement with the City of North Vancouver that specifies:
  - the end of all service on the outdoor patio by 9:00pm daily;
  - the closure of the garage door and clearing of the patio area by 9:30pm daily;
  - the establishment of a continuous barrier at the edge of the patio;
- remove the temporary outdoor patio, located east of the site fronting LoLo Lane; and
- update the Good Neighbour Agreement with the City of North Vancouver to include the below noted conditions:
  - ensure that all patrons of the business enter and exit via East 1<sup>st</sup> Street after 9:30pm; and

- place signage in conspicuous areas on the site to inform patrons to be respectful of neighbours, and refrain from making noise when exiting the business premises or waiting for transportation;

THAT staff be directed to review compliance and operations of the business at the annual Business Licence renewal;

AND THAT support is granted on the basis that:

- the proposed extension of 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 proposed extension to liquor service hours is consistent with the vision for the Shipyards Brewery District;
- the impact of noise on the community in the immediate vicinity of the establishment is expected to be manageable by implementing the prescribed mitigation measures; and
- the concerns raised via public feedback from residents in the immediate vicinity of the establishment should be mitigated through the implementation of specific operating conditions.

## ATTACHMENTS

1. Council Report: Streetcar Brewing Corp. – Application for Change of Liquor Service Hours (CityDocs [2542001](#))

## SUMMARY

Streetcar Brewing Corp. (Streetcar Brewing) submitted an application to the Liquor and Cannabis Regulation Branch (LCRB) to permanently extend the hours of liquor service for its lounge. In accordance with LCRB's standing regulations, applications for a change of liquor service hours must receive a response from the respective local government. Council reviewed the application on June 17, 2024, and directed staff to undertake a public consultation process to solicit written feedback for this application. The consultation process was completed and 136 responses were received. While the majority of responses from residents in the immediate vicinity were opposed, staff believe that implementation of recommended modifications in the operating requirements for the business will mitigate these concerns.

## BACKGROUND

Streetcar Brewing holds an active Food Manufacturing Business Licence, and currently operates a brewery with a lounge in the City of North Vancouver (the City). Streetcar's current Liquor Manufacturer licence provides for lounge closing hours by 11:00pm, 7 days per week. The brewery submitted an application to extend its current liquor service hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday. On June 17, 2024, staff presented a report for Council's consideration, and recommended that the City undertake a public consultation process to solicit feedback for this application. The

Council Report, dated June 5, 2024, provides detailed background information for this application (Attachment 1).

Council directed staff to undertake a public consultation process to solicit written feedback for this application. Public notification was completed via the posting of site signage and the distribution of notices to nearby residential buildings. Residents were given an opportunity to provide comments from June 21 to July 5, 2024. The applicant notified the Strata representatives of the nearby condo buildings, clearly indicating the intent to permanently extend the brewery’s current liquor service hours. Public notices were also posted at the main entry of the nearby condo buildings, and written notices were provided to the townhouses fronting LoLo Lane.

**PUBLIC FEEDBACK**

The City received a total of 136 responses, in which a majority originated from residents in the immediate vicinity<sup>1</sup> of the applicant, followed by respondents that reside in lower Lonsdale and other parts of the City. Of the 136 responses, 73% conveyed support, and 27% were opposed to the application. Of the 56 responses in the immediate vicinity, 36% conveyed support and 64% were opposed. Further details are provided in Table 1 below.

Table 1: Breakdown of Responses

	No. of Responses			% of Responses	
	Support	Oppose	Total	Support	Oppose
Immediate Vicinity (100 Block of E 1st Street & E Esplanade)	20	36	56	36%	64%
Lower Lonsdale (excluding immediate vicinity)	49	1	50	98%	2%
Other Parts of the City of North Vancouver	13	0	13	100%	0%
Outside of the City of North Vancouver	9	0	9	100%	0%
Feedback without an Address	8	0	8	100%	0%
<b>Total Responses</b>	<b>99</b>	<b>37</b>	<b>136</b>	<b>73%</b>	<b>27%</b>

The supporters of this application emphasized the importance to support local businesses, noting that there are limited liquor service options currently available after midnight in the City. Responses conveyed that approval for the extension of liquor service hours would enhance the service offering of the Shipyards Brewery District, and contribute toward the economic vibrancy of the neighbourhood. The majority of support expressed for this application, however, came from respondents outside of the immediate vicinity of Streetcar Brewing.

The City received a total of 56 responses from residents in the immediate vicinity of Streetcar Brewing, of which 64% expressed opposition to the application. Of the 56 total responses, almost half of the respondents expressed opposition to the existence of the patio (activation in the laneway) irrespective of the hours of operation.

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<sup>1</sup> The immediate vicinity of the applicant is comprised of the 100 block of East 1<sup>st</sup> Street and East Esplanade.

These opponents cited several concerns associated with patrons of Streetcar Brewing. In particular, concerns were raised about a possible increase in noise caused by patrons exiting the business. Some respondents indicated past observation of rowdy behaviour and noise in the laneway after closing hours, further compounded by the configuration of the laneway which amplifies noise and produces echoes for nearby residences. For this reason, the opponents also singled out noise from patrons socializing on the outdoor patio as another key concern for this application.

## DISCUSSION

The feedback from nearby residents of Streetcar Brewing revolved predominantly around noise concerns in the laneway. In response to recent noise concerns, the applicant shared video footage of the patio space after 9:30pm illustrating compliance with existing requirements to cease patio service. Through observation and interviews, it is likely that noise concerns are also related to passersby, or patrons exiting from the laneway exit of Streetcar Brewing. On review of the responses and in discussion with the applicant, staff identified three modifications that could be made to the business operations which would help address some resident concerns and likely reduce noise impacts in the laneway.

The first modification would be a reduction in the existing outdoor patio size to bring it into compliance with existing City regulations; second, the establishment of a continuous barrier at the edge of the patio to prevent after-hours use by passersby, and thirdly, the restricted use of the laneway entrance/exit after 9:30pm. These modifications would be codified in an Outdoor Dining Agreement as well as an update to the existing Good Neighbour Agreement. Staff also suggest that operation of the business with these modified conditions would be reviewed annually at the time of Business Licence renewal, and that any received complaints be reviewed at that time. Should the City receive notice of complaints from residents in the nearby vicinity, under Section 418(2) of the Business Licence Bylaw, the Business Licence Inspector could modify the operating hours of the outdoor patio through the establishment of specific conditions that must be met for continuing to hold or renew a Business Licence.

Staff consider that the proposed extension to liquor service hours is consistent with the vision for the Brewery District as a vibrant community destination. This application aligns with the goal of maximizing economic opportunity on a property zoned for light-industrial use. Further, staff acknowledge that an extension of liquor service hours is expected to be manageable by implementing measures to mitigate potential negative impacts on the community.

The following options are presented for Council's consideration:

**Option 1 – Recommended:** The City supports the proposed extension of liquor service hours with conditions.

*THAT the application for extension of liquor service closing hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday, in the lounge area of Streetcar Brewing Corp. (123A East 1<sup>st</sup> Street) be supported, subject to the following conditions:*



- *permit the extension of liquor service closing hours solely for the indoor service area of the business;*
- *conclude an Outdoor Dining Agreement with the City of North Vancouver that specifies:*
  - *the end of all service on the outdoor patio by 9:00pm daily;*
  - *the closure of the garage door and clearing of the patio area by 9:30pm daily;*
  - *the establishment of a continuous barrier at the edge of the patio;*
- *remove the temporary outdoor patio, located east of the site fronting LoLo Lane;*
- *update the Good Neighbour Agreement with the City of North Vancouver to include the below noted conditions:*
  - *ensure that all patrons of the business enter and exit via East 1<sup>st</sup> Street after 9:30pm; and*
  - *place signage in conspicuous areas on the site to inform patrons to be respectful of neighbours, and refrain from making noise when exiting the business premises or waiting for transportation;*

*THAT staff be directed to review operations of the business at the annual Business Licence renewal;*

*AND THAT support is granted on the basis that:*

- *the proposed extension of 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 proposed extension to liquor service hours is consistent with the vision for the Brewery District;*
- *the impact of noise on the community in the immediate vicinity of the establishment is expected to be manageable by implementing the prescribed mitigation measures; and*
- *the concerns raised via public feedback from residents in the immediate vicinity of the establishment should be mitigated through the implementation of specific operating conditions.*

**Option 2 – Not Recommended:** The City supports the application with a reduction in the proposed extension of liquor service hours with conditions.

*THAT the proposed extension of liquor service closing hours be limited to 12:00am, Monday to Sunday, in the lounge area of Streetcar Brewing Corp. (123A East 1<sup>st</sup> Street) and supported, subject to the following conditions:*

- *permit the extension of liquor service closing hours solely for the indoor service area of the business;*
- *conclude an Outdoor Dining Agreement with the City of North Vancouver that specifies:*
  - *the end of all service on the outdoor patio by 9:00pm daily;*

- *the closure of the garage door and clearing of the patio area by 9:30pm daily;*
- *the establishment of a continuous barrier at the edge of the patio;*
- *remove the temporary outdoor patio, located east of the site fronting LoLo Lane;*
- *update the Good Neighbour Agreement with the City of North Vancouver to include the below noted conditions:*
  - *ensure that all patrons of the business enter and exit via East 1<sup>st</sup> Street after 9:30pm; and*
  - *place signage in conspicuous areas on the site to inform patrons to be respectful of neighbours, and refrain from making noise when exiting the business premises or waiting for transportation;*

*THAT staff be directed to review operations of the business at the annual Business Licence renewal;*

*AND THAT support is granted on the basis that:*

- *the proposed extension of 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 proposed extension to liquor service hours is consistent with the vision for the Brewery District;*
- *the impact of noise on the community in the immediate vicinity of the establishment is expected to be manageable by implementing the prescribed mitigation measures; and*
- *the concerns raised via public feedback from residents in the immediate vicinity of the establishment should be mitigated through the implementation of specific operating conditions.*

**Option 3 – Not Recommended:** The City denies the application for extension of liquor service closing hours. For this option, the proposed motion would be:

*THAT the application for extension of liquor service closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday to Saturday, in the lounge area of Streetcar Brewing Corp (123A East 1<sup>st</sup> Street) be denied, considering the potential negative impact on residents in the immediate vicinity of the business.*

## **FINANCIAL IMPLICATIONS**

There are no financial implications to the City directly resulting from this report.

## **INTER-DEPARTMENTAL IMPLICATIONS**

The Bylaws, Development Planning, and Communications and Engagement teams have been consulted on this application. There is no anticipated direct impact for other City Departments.

## STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The proposed activity conforms to the Official Community Plan's Mixed-Use Level 4A designation for the property, which allows for a mix of commercial uses alongside residential uses. This application aligns with Council's 2022-2026 Strategic Plan and the Economic Strategy, that emphasize continuing to explore opportunities to support local businesses, strengthening vibrancy in the community, and increasing the visibility of the City as a tourism destination.

RESPECTFULLY SUBMITTED:



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Siobian Smith  
Manager, Economic Development

**MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER AND ELECTRONICALLY (HYBRID) FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, JUNE 17, 2024**

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Councillor Valente recused himself at 8:21 pm, declaring a potential conflict of interest due to the proximity of his residence to Streetcar Brewing in respect of Item 14 – “Streetcar Brewing Corporation – Application for Change of Liquor Service Hours”.

**REPORT**

14. Streetcar Brewing Corporation – Application for Change of Liquor Service Hours  
– File: 09-4320-50-0002/2024

Report: Manager, Economic Development, June 5, 2024

Moved by Councillor McIlroy, seconded by Councillor Back

PURSUANT to the report of the Manager, Economic Development, dated June 5, 2024, entitled “Streetcar Brewing Corporation – Application for Change of Liquor Service Hours”:

THAT the City of North Vancouver undertakes a public consultation process with respect to the application from Streetcar Brewing Corporation for extending current closing hours to 12:00 am, Sunday to Thursday, and 2:00 am, Friday to Saturday, for liquor service in the lounge area;

AND THAT staff be directed to report back to Council with the results of the public consultation and seek direction for this application.

**CARRIED UNANIMOUSLY**  
(by remaining members present)

R2024-06-17/14

Councillor Valente returned to the meeting at 8:23 pm.



 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**REAL ESTATE, FACILITIES AND ECONOMIC DEVELOPMENT**

**COUNCIL REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Siobian Smith, Manager, Economic Development

Subject: STREETCAR BREWING CORP. - APPLICATION FOR CHANGE OF LIQUOR SERVICE HOURS

Date: June 5, 2024 File No: 09-4320-50-0002/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Manager, Economic Development, dated June 5, 2024, entitled "Streetcar Brewing Corp. - Application for Change of Liquor Service Hours":

THAT the City of North Vancouver undertakes a public consultation process with respect to the application from Streetcar Brewing Corp. for extending current closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday to Saturday for liquor service in the lounge area.

AND THAT staff be directed to report back to Council with the results of the public consultation, and seek direction for this application.

**ATTACHMENTS**

1. List of current licenced manufacturers, liquor primaries and clubs in the City (City Doc: [2524318](#))
2. Map of local area with zoning indicated (City Doc: [2524321](#))

**SUMMARY**

Streetcar Brewing Corp. (Streetcar) has submitted an application to the Liquor and Cannabis Regulation Branch (LCRB) to permanently extend the hours of liquor service for its lounge. In accordance with LCRB's standing regulations, applications for a change

of liquor service hours must receive a response from the respective local government. In an effort to better gauge the potential impact on the community, staff recommend that the City undertakes a public consultation process to solicit feedback for this application.

## **BACKGROUND**

Streetcar holds an active Food Manufacturing business licence and currently operates a brewery with a lounge in the City of North Vancouver (the City). Streetcar received endorsement from the LCRB for its existing lounge in January 2020, permitting the brewery to sell its alcoholic beverages for immediate consumption in the approved lounge area. To date, the City is home to eight breweries, one distillery, one winery, and one cidery (reference Attachment 1 for a list of the liquor manufacturers). Ten of these operators have formed a local industry association – The Shipyards Brewery District.

Streetcar has underscored that the request for an extension of liquor service hours is being sought to respond to customer demand for late hours of liquor service past the currently approved hours of 11:00pm indoors, and 9:00pm on the outdoor patio throughout the week. An extension of the liquor service hours is expected to provide the brewery with flexibility to adjust its business operations amidst intensifying competition in the lower Lonsdale neighbourhood.

## **CONSIDERATIONS**

The LCRB provides guidance to local governments in the consideration of specific factors for applications for a change of liquor service hours. Local governments that choose to provide a recommendation to the LCRB for an application are required to complete both the public consultation process (step 1), and provide comments to address factors that impact the community (step 2). Both steps must be completed in order to participate in the decision-making process for an application. The LCRB requires that nearby residents be consulted in this process, typically via posting of site signage to inform the public regarding an application. Local governments may choose to “opt out” of an application. In the opt out scenario, the LCRB would complete the 2-step public consultation process and conclude a decision for this application, while keeping the City informed of the outcome. If Council chose to opt out, this report and the minutes of the Council meeting would be shared with the LCRB for context and information. In view of the potential impact from this application, this report recommends that City staff conduct public consultation with respect to this application, and report back to Council with the results and to seek further direction.

### **1. Location of the Premises**

Streetcar is located in the 100 block of East 1<sup>st</sup> Street – zoned as Industrial-Commercial (M-4) with provisions for “Accessory Manufacturing Retail Use” and “Accessory Lounge Use” (reference Attachment 2 for a map of the location with zoning indicated). The manufacturing of brewed beverages and the sale of these beverages for immediate consumption in the lounge area is permitted in the current zone. In addition to Streetcar, this site currently consists of a home renovation and furnishing business. The immediate

surrounding area within a 40-metre radius<sup>1</sup> is populated by two mixed-use buildings, and a diversity of retail units fronting East 1<sup>st</sup> Street, LoLo Lane, and East Esplanade, respectively. Businesses that immediately surround Streetcar include a karate school, a comics and games store, a local home décor retailer, two fitness studios, three realtors, a Cannabis retailer, a carpentry business, a pet supplies store, a café/ donut store, a bank, two financial services, a mortgage broker, a law firm, a graphic/ web design business, and a dental office.

The outdoor patio area of the brewery's lounge immediately fronts onto an MU4A (Mixed-Use Level 4A) zoned building with 132 dwelling units. There is another MU4A zoned building with 44 dwelling units, which is located approximately 30 metres away from the brewery (south west direction). There are no recreational or public facilities situated in the immediate vicinity of Streetcar.

## **2. Hours of Liquor Service and Occupant Load**

Streetcar's current Liquor Manufacturer licence provides for lounge closing hours by 11:00pm, 7 days per week. The brewery is seeking approval to extend its current liquor service hours to 12:00am, Sunday to Thursday, and 2:00am, Friday to Saturday. In terms of occupancy, the establishment has an approved indoor capacity for 29 persons, and 21 persons on the outdoor patio. In addition, the current approval includes 10 employees to operate at this location. In June 2020, the brewery received approval from the LCRB, which enabled the temporary expansion of its outdoor liquor service area without increasing the approved occupant load. Since then, the brewery has been operating this temporary outdoor patio on the private space fronting LoLo Lane. The outdoor patio, including the temporary patio, closes no later than 9:00pm daily. Further, staff are working with the brewery to conclude an Outdoor Dining Agreement for the outdoor patio.

There are a limited number of alcoholic beverage manufacturers authorized to operate beyond 11:00pm in the City. Windfall Cider and Co., located at 250 East Esplanade, has approved closing hours of 12:00am (Thursday to Sunday); however in practice, the cidery closes its operation no later than 10:00pm throughout the week. Copperpenny Distilling, located at 288 East Esplanade, has approved closing hours of 12:00am (Sunday to Thursday) and 2:00am (Friday to Saturday); however, in practice, the distillery closes its operation by 12:00am (Friday to Saturday), and no later than 11:00pm (Sunday to Thursday). Attachment 1 provides a breakdown of the closing hours for Liquor Manufacturers and Liquor Primary premises that are located in the City.

Additionally, the closest Liquor Primary licensee to Streetcar Brewing is The Gull Bar & Kitchen, located at 175 East 1<sup>st</sup> Street, which operates up to 11:00pm on Fridays and Saturdays; however, The Gull Bar & Kitchen has approval from the LCRB to operate up to 1:00am (Friday and Saturday). LCRB has also granted approval to Jack Lonsdale's Pub, and the Lonsdale Quay Hotel (LQH) to serve liquor up to 2:00am for selected days in a week; however, in practice, Jack Lonsdale's Pub closes no later than 12:00am, while the LQH does not operate beyond 11:30pm. Sailor Hagar's Brew Pub at 86 Semisch Avenue, is the only other Liquor Primary premises in the City that currently closes at

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<sup>1</sup> The 40-metre radius is the designated range used by the City's Planning Department for public consultation.

2:00am on Fridays and Saturdays. The remaining three Liquor Primary premises in the City have approved closing hours between 12:00am to 1:00am (Friday to Sunday); however, liquor service on these premises are only permitted in conjunction with an event, and these operations typically close no later than midnight.

### **3. Impact of Noise and Any Related Issues**

In the period between 2019 and 2020, the City received two noise related complaints regarding Streetcar. In addition, in 2020, a nearby resident complained with respect to the appearance of the brewery's outdoor patio structure. Also, in August 2023, two nearby residents complained about noise from the generator of a food truck that was retained by Streetcar. Since September 2023, Streetcar has not been the subject of specific disturbances or complaints.

## **DISCUSSION**

Staff acknowledge that an extension of liquor service hours may potentially support further activation of the lower Lonsdale neighbourhood; however, there may potentially be an increase in community disturbances caused by patrons after closing hours. While Streetcar has not been the subject of complaints since September 2023, the brewery's outdoor patio area immediately fronts onto an MU4A building with 132 dwelling units. The public consultation conducted in November 2019 to solicit feedback for the brewery's current lounge yielded concerns regarding parking on the lane, and potential noise caused by patrons of the business.

In an effort to better gauge the potential impact on the community, staff recommend that the City undertakes a public consultation process to solicit feedback for this application. This would provide an opportunity for the nearby residents and businesses to provide feedback to the City on this application. Notification will be done via posting of site signage, for a minimum of 14 calendar days, to inform the public regarding this application. The cost of signage will be borne by the applicant. In addition, the applicant will be required to provide written notification to the Strata representatives of the nearby MU4A buildings clearly indicating the intent to permanently extend the brewery's current liquor service hours. The Strata representatives will be asked to circulate the written notification with their building's owners, residents, and businesses. All feedback will be directed to the City through email, letter and telephone to the Economic Development team.

The following options are presented for Council's consideration:

**Option 1 – Recommended:** The City opts in to conduct the public consultation process with respect to this application. For this option, the proposed motion would be:

THAT the City of North Vancouver undertakes a public consultation process with respect to the application from Streetcar Brewing Corp. for extending current closing hours to 12:00am, Sunday to Thursday; and 2:00am, Friday to Saturday for liquor service in the lounge area.



AND THAT staff be directed to report back to Council with the results of the public consultation, and seek direction for this application.

**Option 2 – Not Recommended:** The City opts out of the public consultation process. In this scenario, the City does not solicit any feedback from the public for this application. The City will provide a response to the LCRB indicating no comments for this application. This means that the LCRB will complete the 2-step public consultation process, and will conclude a decision for this application, while keeping the City informed of the outcome.

### **FINANCIAL IMPLICATIONS**

If Council approves Option 1, the City will require staff time to process and generate findings from public feedback, and then report back to Council. The cost of signage to solicit public feedback will be borne by the applicant.

### **INTER-DEPARTMENTAL IMPLICATIONS**

The Bylaws and Development Planning teams have been consulted on this application. There is no anticipated direct impact for other City Departments.

### **STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS**

The proposed activity conforms to the Official Community Plan's Mixed-Use Level 4A designation for the property, which allows for a mix of commercial uses alongside residential uses. This application aligns with Council's 2022-2026 Strategic Plan and the Economic Strategy, that emphasize continuing to explore opportunities to support local businesses, strengthening vibrancy in the community, and increasing the visibility of the City as a tourism destination.

RESPECTFULLY SUBMITTED:



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Siobian Smith  
Manager, Economic Development

### Attachment 1 - Current Licenced Manufacturers, Liquor Primaries and Clubs in the City

City of North Vancouver

Premises **Current** Closing Hours

Closing Hours **Approved** by LCRB

Business Name	LCRB Licence Type	Address	Friday			Saturday			Sunday		
			Friday	Saturday	Sunday	Friday	Saturday	Sunday	Friday	Saturday	Sunday
1 Streetcar Brewing	Manufacturer - Brewery	123 1st Street E, Unit A	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
2 North Point Brewing	Manufacturer - Brewery	266 1st Street E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
3 La Cervceria Astilleros	Manufacturer - Brewery	226 Esplanade E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
4 Windfall Cider	Manufacturer - Cidery	250 Esplanade E, No. 101	10:00 PM	10:00 PM	9:00 PM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
5 Garden of Granite	Manufacturer - Winery	228 Esplanade E				5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM
6 Copperpenny Distilling	Manufacturer - Distillery	288 Esplanade E, No. 101 & 103	12:00 AM	12:00 AM	10:00 PM	2:00 AM	2:00 AM	12:00 AM	2:00 AM	2:00 AM	12:00 AM
7 Shaketown Brewing	Manufacturer - Brewery	288 Esplanade E, No. 105	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
8 Beere Brewing Company	Manufacturer - Brewery	312 Esplanade E	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	9:00 PM	11:00 PM	11:00 PM	9:00 PM
9 House of Funk Brewing Company	Manufacturer - Brewery	350 Esplanade E, No. 101	11:00 PM	11:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
10 Braggot Brewing (API Crafts Inc.)	Manufacturer - Brewery	370 Esplanade East, No. 102	10:00 PM	10:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
11 Black Kettle Brewing Company	Manufacturer - Brewery	720 Copping Street, No. 105-106 (Harbourside)	9:00 PM	9:00 PM	8:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM
1 Sailor Hagar's Brew Pub	Liquor Primary	86 Semisch Avenue	2:00 AM	2:00 AM	11:00 PM	2:00 AM	2:00 AM	1:00 AM	2:00 AM	2:00 AM	1:00 AM
2 The (Rusty) Gull Bar & Kitchen	Liquor Primary	175 East First Street	11:00 PM	11:00 PM	closed	1:00 AM	1:00 AM	12:00 AM	1:00 AM	1:00 AM	12:00 AM
3 Lonsdale Quay Hotel	Liquor Primary	123 Carrie Cates Court	11:30 PM	11:30 PM	11:00 PM	2:00 AM	2:00 AM	12:00 AM	2:00 AM	2:00 AM	12:00 AM
4 Jack Lonsdale's Pub	Liquor Primary	1433 Lonsdale Ave., No. 127	12:00 AM	12:00 AM	11:00 PM	2:00 AM	2:00 AM	1:00 AM	2:00 AM	2:00 AM	1:00 AM
5 The Polygon Gallery	Liquor Primary (Event Driven)	101 Carrie Cates Court	5:00 PM	5:00 PM	5:00 PM	1:00 AM	1:00 AM	1:00 AM	1:00 AM	1:00 AM	1:00 AM
6 Presentation House	Liquor Primary (Event Driven)	333 Chesterfield Ave.	4:00 PM	closed	closed	1:00 AM	1:00 AM	12:00 AM	1:00 AM	1:00 AM	12:00 AM
7 Centennial Theatre Centre	Liquor Primary (Event Driven)	2300 Lonsdale Ave.	5:00 PM	5:00 PM	5:00 PM	1:00 AM	1:00 AM	12:00 AM	1:00 AM	1:00 AM	12:00 AM
1 Army, Navy & Air Force Veterans in Canada No. 45	Liquor Primary Club	119 E 3rd ST	12:00 AM	12:00 AM	5:30 PM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2 Fraternal Order of Eagles No. 2638	Liquor Primary Club	170 W 3rd St	12:00 AM	12:00 AM	8:00 PM	2:00 AM	2:00 AM	12:00 AM	2:00 AM	2:00 AM	12:00 AM
3 Royal Canadian Legion, Branch No. 118	Liquor Primary Club	123 W 15th St	11:00 PM	11:00 PM	7:00 PM	1:00 AM	1:00 AM	12:00 AM	1:00 AM	1:00 AM	12:00 AM
4 Burrard Yacht Club	Liquor Primary Club	10 GOSTICK PLACE (Harbourside)	4:00 PM	closed	closed	2:00 AM	2:00 AM	12:00 AM	2:00 AM	2:00 AM	12:00 AM

## Attachment 2: Map of Local Area with Zoning Indicated

Aerial View

Applicant: **Streetcar Brewing Corp.**

Location: 123A E 1<sup>st</sup> Street



## View of the Establishment and Zones

Applicant's Site: **M-4 Zone (Industrial Commercial Zone)**


OCP Designation: MU4A (Mixed Use Level 4A)



### LEGEND

- CD-# Comprehensive Development Zone
- HRA Heritage Revitalization Agreement
- LL-# Lower Lonsdale Zone
- M-4 Industrial Commercial Zone



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Department Manager	Director	CAO

The Corporation of **THE CITY OF NORTH VANCOUVER**  
**NORTH VANCOUVER CITY LIBRARY**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Deb Hutchison Koep, Chief Librarian

Subject: ALLOCATION OF CITY LIBRARY 2023 SURPLUS

Date: July 9, 2024 File No: LB-0110-01-0001/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Chief Librarian, dated July 9, 2024, entitled “Allocation of City Library 2023 Surplus”:

THAT the North Vancouver City Library be granted a one-time exemption to the City of North Vancouver Surplus Policy for Major City Funded Agencies to retain \$403,224 from 2023 surplus funds;

THAT \$373,338 of this amount, which arises from the Provincial Library Enhancement Grant received in 2023, be set aside in a library equity account to be expended by the library for its stipulated purpose;

AND THAT \$17,998 in 2023 surplus funds be returned to the City.

**ATTACHMENTS**

1. City of North Vancouver Surplus Policy for Major City Funded Agencies (CityDocs #[692480](#))
2. North Vancouver Library 2023 Audited Financial Statements (CityDocs #[2517699](#))

**SUMMARY**

The purpose of this report is to advise Council that the City Library Board reported a total unappropriated surplus of \$421,222 for 2023, arising largely from a \$373,338 multi-year provincial grant received in 2023, plus a modest operating surplus of \$47,884.

In line with the City of North Vancouver Surplus Policy for Major City Funded Agencies (Attachment #1), the North Vancouver City Library Board of Trustees has elected to retain and use \$29,886 from its 2023 operating surplus to fund an Indigenous Storyteller in Residence program and enhancements to the library's Middle Years project.

A further \$373,338 in year-end surplus arises from a one-time, multi-year Provincial Library Enhancement Grant received by the library in 2023. While the grant was recognized as revenue in 2023 in line with public sector accounting guidelines, only a small amount of this grant was expended in 2023, necessitating the creation of a separate library equity account to facilitate the tracking of these funds for the associated projects in 2024-2026.

The retention and use of \$29,886 in operating surplus meets the requirements of the City of North Vancouver Surplus Policy for Major City Funded Agencies and is at a level that does not require the approval of Council.

However the retention of a further \$373,338 in surplus from the Provincial Library Enhancement Grant exceeds the requirements of the Surplus Policy for Major City Funded Agencies and requires the support of Council.

## **BACKGROUND**

City policy stipulates that upon approval of the audited year-end financial report, if the Library Board is in a surplus position, they may request to allocate surplus funds to a maximum of \$50,000 to an operating reserve to support one-time library expenditures that are outside the operating budget.

For 2023, City Library is in an unusual position in that it has a modest surplus from library operations of \$47,884 – as well as a significant additional surplus of \$373,338 arising from a one-time, multi-year Provincial Library Enhancement grant received in 2023.

### ***Surplus from Operations***

City Library had an unappropriated operating surplus of \$47,884 after adjustments for depreciation and capitalization. In accordance with the City's Surplus Policy for City Funded Agencies (Attachment #1), the library is authorized to retain up to \$50,000 in surplus from City funding. All unappropriated funds are returned to the City.

Based on the library's strategic priorities, the Library Board has unanimously approved the allocation of \$29,886 in 2023 operating surplus toward two one-time projects that will benefit the community:

- 1. Indigenous Storyteller in Residence (\$19,886)**

In 2023, the Library Board approved use of its 2022 surplus to fund an inaugural Indigenous Storyteller in Residence program, which was a success. Repeating this with the 2023 surplus will allow us to undertake a second project, assess impacts and outcomes, and inform future work.

## 2. Middle Years Enhancements (\$10,000)

The City and library have each committed funding to reconfigure a space in the Children's Area to meet the unique needs of children in the "middle years" (tweens). Allocating an additional \$10,000 from the 2023 surplus will enable us to implement enhancements to the project that will bring creativity and uniqueness into the space in alignment with tweens' vision.

### ***Provincial Library Enhancement Grant***

In 2023, City Library had a further year-end surplus of \$373,338 arising from unspent amounts from a one-time, multi-year Provincial Library Enhancement Grant.

The Provincial Library Enhancement Grant, totaling \$375,713, was delivered in two tranches in 2023 with the stipulation that the funds be used to support enhancements to library service over a three-year grant period. Any funds not spent for the stipulated purpose must be returned to the province.

At their October 26, 2023 meeting the Library Board approved two "streams" for the funding in line with the grant parameters. They allocated a total of \$230,000 for projects in the two streams, and directed staff to develop further projects for use of the remaining funding, in line with the approved criteria.

The **health, safety and wellness stream** includes initiatives to address gaps in the library's emergency planning and response protocols, support staff capacity-building and resiliency, and promote a safe and healthy work environment. This priority aligns with provincial mandates as well as the library's obligations as an employer. To date, the Board has allocated \$65,000 for three initiatives in this stream:

- **\$30,000 for emergency planning and preparedness** – this will fund a project in partnership with North Shore Emergency Management to document and update the library's emergency plans and procedures, and to establish a framework for ongoing training that can be sustained by library administration.
- **\$30,000 to extend the staff wellness fund** – this will fund two additional years of the staff wellness fund (in 2024 and 2025), which staff report has supported their personal health and wellness.
- **\$5,000 for a program evaluation of the Open Door Community Hub** – this will fund an external evaluation of this program to assess whether it has met its outcomes and make recommendations on future work.

The **reconciliation and Indigenization stream** includes initiatives to increase Indigenous-led activities in the library, reflect Indigenous perspectives in library spaces and services in a culturally appropriate way, and increase Indigenous staff capacity. This priority acknowledges the library's strategic priority to Honour Indigenous Perspectives and also aligns with provincial priorities. To date, the Board has allocated \$165,000 toward one initiative in this stream:

- **\$165,000 for Indigenous cultural programmers** – this will fund staff positions to develop and deliver Indigenous-led programming in 2024 and 2025. During their tenure, these roles will augment existing staff capacity while strengthening relations with Indigenous community members and local Nations.

As of December 31, 2023, \$2,375 had been expended and the remaining \$373,338 was recognized as 2023 revenue, in alignment with public sector accounting guidelines.

The City's current policy on the library's operating surplus does not contemplate this situation, and requires that all revenues in excess of the maximum allowable be returned to the City. The Province has expressly stated that the Enhancement Grant may not be used to offset municipal contributions to library operations and that funds not used consistently with the terms of the grant must be returned to the Province.

City Library staff, in collaboration with City Finance staff, recommend that the Provincial Grant be retained in a separate equity account distinct from the annual operating reserve.

## DISCUSSION

Based on the 2023 Audited Financial Statements (Attachment #2), as at December 31, 2023, the North Vancouver City Library generated an unappropriated operating surplus of \$47,884. (This reflects the annual surplus reflected on the Statement of Operations with adjustments, primarily for prior years' surplus funds returned to the City). As per Note 8:

Table 1

Equity in TCA <sup>1</sup>	496,089
Previously appropriated surplus <sup>2</sup>	20,114
Unappropriated surplus from operations <sup>3</sup>	47,884
Unappropriated surplus from grant <sup>4</sup>	373,338
Total accumulated surplus	937,425

<sup>1</sup> Tangible Capital Assets - the library's capital assets are comprised of physical library materials, specifically books and audiovisual materials.

<sup>2</sup> Previously appropriated surplus - previous years' surplus funds allocated for projects that were not yet fully spent at year-end 2023.

<sup>3</sup> Unappropriated surplus from operations – the 2023 surplus arising from operations

<sup>4</sup> Unappropriated surplus from grant – the 2023 surplus arising from the multi-year Provincial Library Enhancement Grant

Following appropriation of \$29,886 for an Indigenous Storyteller in Residence and Middle Years Enhancements and \$373,338 to a library equity account, the difference of \$17,998 is to be returned to the City, as follows:

Table 2

Unappropriated surplus <sup>1</sup>	421,222
Less 2023 surplus retained	(29,886)
Less provincial grant retained	(373,338)
Returned to CNV	17,998



<sup>1</sup> Total unappropriated surplus - the unappropriated surplus from operations (\$47,884) and the unappropriated surplus from grant (\$373,338) shown in Table 1 above.

In accordance with the City’s Surplus Policy for Major Funded Agencies, the library is authorized to retain 10% of its gross annual operating contributions in surplus to fund projects, up to a maximum of \$50,000 from City funding. Ten percent of gross annual contributions in 2023 equates to \$517,659, so the current maximum retention is \$50,000. All unappropriated funds are returned to the City.

With the retention of \$29,886 for an Indigenous Storyteller in Residence program and Middle Years enhancements, the total retained surplus will be \$50,000, as follows:

*Table 3*

2023 surplus request	29,886
Previously appropriated surplus	20,114
Total retained surplus	50,000

### **FINANCIAL IMPLICATIONS**

The allocation of the operating surplus will allow the library to fund two projects that are of benefit to the community in 2024.

The allocation of the Library Enhancement Grant to a separate equity account will enable the library to continue to access funds for the purposes stipulated over the three-year course of the grant and to deliver projects that benefit the community and the organization.

### **INTER-DEPARTMENTAL IMPLICATIONS**

This report has been reviewed with and supported by CNV’s Finance Department.

### **STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS**

The allocation of \$29,886 in operating surplus is in line with the City of North Vancouver Surplus Policy for Major City Funded Agencies.

The initiatives to be funded through both allocations align with the library’s strategic plan and with City Council’s strategic priorities to be “A City for People” and “A Vibrant City”.

RESPECTFULLY SUBMITTED:



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Deb Hutchison Koep  
Chief Librarian

## Finance Department – Council Policy

**Policy Title: City Funded Agencies Surplus Policy****Policy Number:** FIN013**Approved By:** Mayor and Council**Effective Date:** April 27, 2009**BACKGROUND:**

On April 1, 1996, Council endorsed the recommendation included in the March 21, 1996 report of the Director of Finance entitled “Use of Surpluses by City Funded Boards & Agencies”. This policy states that any year-end operational surplus of a City-funded agencies must be returned to the City on a pro-rata basis, unless Council agrees to allow the retention of the surplus, based on certain established criteria. The four key considerations when reviewing an application for the use of a surplus are the following:

- 1) What does the Agency intend to do with the surplus?
- 2) What caused the surplus?
- 3) What other sources of funding are available for the Agency?
- 4) What effects will use of the surplus have on future fiscal management of the organization?

It was difficult to apply the four criteria used to determine eligibility on the use of surplus by City funded agencies, as each agency is different, and has different needs and circumstances. Also, the requirement to take requests each year to Council created both delay and administrative overhead.

On May 12, 2007 staff proposed that a surplus policy similar to that adopted for the North Shore Emergency Management Office (NSEMO) be used for other major City funded agencies. The key change to the policy was that MCFA could keep as accumulated surplus up to 10% of gross annual revenue, to a maximum of \$50,000, without applying to Council for approval. This policy was adopted to include the North Vancouver City Library, North Vancouver Recreation Commission, North Vancouver Museum and Archives, John Braithwaite Community Centre. The policy was amended April 27, 2009 to include the North Vancouver Office of Cultural Affairs.

**PURPOSE:**

The purpose of this policy is to provide direction on the use of annual surplus generated by major City funded agencies.

**POLICY:**

The general policy of the City with respect to surplus is that it be returned to the City, unless permission from Council for other specific use is obtained on a case by case basis. This policy provides an exception to the general policy for certain specified City-funded Agencies.

The following City funded Agencies may accumulate and retain year-end surplus funds in order to establish an operating reserve under this policy:

North Vancouver City Library  
North Vancouver Recreation Commission  
North Vancouver Museum and Archives  
John Braithwaite Community Centre (Community Programs)  
North Vancouver Office of Cultural Affairs

For simplicity purposes, in the present Policy, the word "Agency" will be used when referring to the above mentioned agencies, programs and commissions. Where reference is made to the "Executive Board" or "Board", this shall include also the existing equivalent authority structure, where a Board is not present.

**LIMITATION FOR SURPLUS ACCOUNTS:**

As of the year-end, the retained surplus operating reserve must not exceed an amount equivalent to 10% of the Agency's gross annual budget. The City portion of the operating reserve, established by the pro rata funding ratio for the Agency, shall not exceed \$50,000.

## **PROCEDURE FOR RETAINED SURPLUS OPERATING RESERVE ACCOUNTS:**

1. The operating surplus each year, if any, may be transferred to an operating reserve account based on the annual review by the Agency executive board to determine whether or not surplus funds should be transferred into the operating reserve or distributed to the funding partners (if applicable).
2. The balance of the operating reserve will be limited to 10% of the gross annual contributions from the funding partners, and to a maximum of \$50,000 for the City of North Vancouver. Any amount in the operating reserve above the 10% and/or \$50,000 ceiling will be returned to the funding partners in the same percentage as their respective contribution to the total annual funding provided by those partners.
3. Any application of funding from the operating reserve amount must first be applied to any deficit of the Agency.
4. Expenditures from the operating reserve cannot result in an operating deficit in the accounts of the Agency.
5. Application of funding from the operating reserve must be for emergency or one-time only expenditures and may not be applied as seed money for an expenditure which will perpetuate itself as a funding requirement in future years. Funding may be used for the purpose of supporting the City share of expenses funded by various funding partners or expenses solely funded by the City in conformity with the agreements of the respective Agencies.

## **OVERSIGHT FOR SURPLUS ACCOUNTS:**

All expenditures from the operating reserve will require the unanimous approval of the Agency executive board. Minutes of Board meetings authorizing such expenditures must be forwarded as soon as they are available to the Director of Finance of the City. In addition, any expenditure appropriated from the operating reserve must be reported to City Council via an information report.

Annually, as part of the Financial Plan review process, Finance will provide to Council a report on the status of all Agency surplus

accounts established under this policy, taking into consideration the following:

- 1) Use the Agency made of the surplus;
- 2) Cause of the surplus;
- 3) Other sources of funding available for the Agency, and any relevance these may have to either the surplus or future base funding requirements;
- 4) Any anticipated financial effects on the future fiscal management of the organization caused either by the existence of the surplus account itself, or from uses made of the surplus.

If , at any time, in the opinion of the Director of Finance, the Agency is using funds from the surplus in violation of this policy, the Director of Finance shall report this to the Agency Board, and if not satisfied with the Board's actions, to Council, which may require the return of all surplus forthwith. Under these circumstances, the general policy on the use of surplus shall then apply.

**NORTH  
VANCOUVER  
CITY  
LIBRARY**

**2023  
AUDITED  
FINANCIAL  
STATEMENTS**

**North Vancouver City Library  
Audited Financial Statement  
December 31, 2023**

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## Statement of Management Responsibility

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

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

The Trustees oversee management's responsibilities for the financial reporting and internal control systems. The Trustees annually review and approve the financial statements.

The Library's independent auditors, BDO Canada LLP, are engaged to express an opinion as to whether the Library's financial statements present fairly in all material respects the financial position of the Library as at December 31, 2023, and the results of operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian generally accepted auditing standards.

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



Deborah Koep

Chief Librarian



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## Independent Auditor's Report

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To the Board of Trustees of North Vancouver City Library

### Opinion

We have audited the financial statements of the North Vancouver City Library (the "Library"), which comprise the Statement of Financial Position as at December 31, 2023, and the Statement of Operations, Changes in Net Financial Assets and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Library as at December 31, 2023, and its *results of operations, its changes in net financial assets, and its cash flows* for the year then ended in accordance with Canadian public sector accounting standards.

### Basis for Opinion

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

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

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

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

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

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

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

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting

a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

*BDO Canada LLP*

Chartered Professional Accountants

Vancouver, BC  
April 23, 2024

**North Vancouver City Library  
Statement of Financial Position  
As at December 31, 2023 with comparatives for 2022**

	<u>2023</u>	<u>2022</u>
<b>Financial Assets</b>		
Cash	\$ 1,729,872	\$ 1,368,258
Accounts Receivable and Other	20,923	3,494
Due from the City of North Vancouver (note 4)	19,805	-
<b>Total Financial Assets</b>	<u>1,770,600</u>	<u>1,371,752</u>
<b>Liabilities</b>		
Accounts Payable and Accrued Liabilities	578,116	211,194
Deferred Revenue (note 3)	150,548	167,782
Due to the City of North Vancouver (note 4)	-	359,307
Post Employment Benefits, Compensated Absences and Termination Benefits (note 5)	600,600	563,500
<b>Total Liabilities</b>	<u>1,329,264</u>	<u>1,301,783</u>
<b>Net Financial Assets</b>	<u>441,336</u>	<u>69,969</u>
<b>Non-Financial Assets</b>		
Tangible capital assets (note 7)	496,089	477,080
<b>Total Non-Financial Assets</b>	<u>496,089</u>	<u>477,080</u>
<b>Accumulated Surplus (note 8)</b>	<u>\$ 937,425</u>	<u>\$ 547,049</u>

*To be read with reference to the Notes to the Financial Statements*

On behalf of the Board:

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

**North Vancouver City Library**  
**Statement of Operations**  
**For the year ended December 31, 2023 with comparatives for 2022**

	2023 Budget <u>(note 9)</u>	<b>2023 Actual</b>	2022 Actual
<b>Revenues</b>			
Grants from CNV	4,828,546	<b>5,176,588</b>	4,628,242
Grants other			
General	115,811	<b>121,412</b>	115,811
Special purpose	-	<b>460,524</b>	68,183
Fines and fees	3,800	<b>4,002</b>	4,863
Interest income	10,000	<b>86,936</b>	25,331
Sale of services	25,000	<b>39,250</b>	20,532
Donations			
Special purpose	-	<b>24,215</b>	51,390
Miscellaneous	5,000	<b>5,678</b>	2,307
	<u>4,988,157</u>	<u><b>5,918,605</b></u>	<u>4,916,659</u>
<b>Expenses</b>			
Wages and benefits			
General	3,526,200	<b>3,809,541</b>	3,340,980
Special purpose	-	<b>34,063</b>	37,834
Goods and supplies			
General	322,685	<b>377,314</b>	315,134
Special purpose	-	<b>61,628</b>	45,682
Services			
General	932,372	<b>965,879</b>	882,269
Special purpose	-	<b>44,910</b>	60,355
Depreciation	-	<b>214,242</b>	215,785
	<u>4,781,257</u>	<u><b>5,507,577</b></u>	<u>4,898,039</u>
<b>Annual surplus, before distribution</b>	206,900	<b>411,028</b>	18,620
<b>Prior year surplus returned to CNV</b>	-	<b>(20,652)</b>	(185,946)
<b>Annual surplus, after distribution</b>	206,900	<b>390,376</b>	(167,326)
Accumulated surplus at beginning of year	547,049	<b>547,049</b>	714,375
Accumulated surplus at end of year (note 8)	<u><b>\$ 753,949</b></u>	<u><b>\$ 937,425</b></u>	<u>\$ 547,049</u>

*To be read with reference to the Notes to the Financial Statements*

**North Vancouver City Library**  
**Statement of Change in Net Financial Assets**  
**For the year ended December 31, 2023 with comparatives for 2022**

	2023 <u>Budget</u> (note 9)	<b>2023</b> <u>Actual</u>	2022 <u>Actual</u>
Annual surplus/(deficit)	\$ 206,900	\$ <b>390,376</b>	\$ (167,326)
Acquisition of tangible capital assets	(206,900)	<b>(233,251)</b>	(218,050)
Depreciation of tangible capital assets	-	<b>214,242</b>	215,785
Use of prepaid expenses	-	-	-
Increase (decrease) financial assets	-	<b>371,367</b>	(169,591)
Net financial assets at beginning of year	<u>69,969</u>	<u><b>69,969</b></u>	<u>239,560</u>
Net financial assets at end of year	<u>\$ 69,969</u>	<u><b>\$ 441,336</b></u>	<u>\$ 69,969</u>

*To be read with reference to the Notes to the Financial Statements*

**North Vancouver City Library**  
**Statement of Cash Flows**  
**For the year ended December 31, 2023 with comparatives for 2022**

	<u>2023</u>	<u>2022</u>
<b>Operating activities</b>		
Annual surplus/(deficit)	\$ 390,376	\$ (167,326)
Items not involving cash:		
Depreciation	214,242	215,785
Changes in non-cash operating balances:		
Accounts receivable	(17,429)	(3,494)
Accounts payable and accrued liabilities	366,922	28,176
Deferred revenue	(17,234)	49,246
Due to the City of North Vancouver	(379,112)	160,947
Post-employment benefits, compensated absences and termination benefits	37,100	75,000
Prepaid expenses	-	-
	<u>594,865</u>	<u>358,334</u>
<b>Capital activities</b>		
Acquisition of tangible capital assets	(233,251)	(218,050)
	<u>(233,251)</u>	<u>(218,050)</u>
Increase in cash	361,614	140,284
Cash at beginning of year	1,368,258	1,227,974
Cash at end of year	<u>\$ 1,729,872</u>	<u>\$ 1,368,258</u>

*To be read with reference to the Notes to the Financial Statements*

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**1. PURPOSE OF THE NORTH VANCOUVER CITY LIBRARY**

The North Vancouver City Library (the “Library”) was established as a municipal public library of the Corporation of the City of North Vancouver (the “City”) under the Library Act of British Columbia. The Library Board, appointed by Council of the City, oversees the management and operation of library facilities within the City. The Library is funded primarily by the City.

The Library’s accounts payable and payroll transactions are processed by the City. The City provides certain administrative support including finance, information technology, facilities and insurance services. (See note 4).

**2. SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting**

The financial statements of the Library have been prepared by management in accordance with Canadian public sector accounting standards as recommended by the Public Sector Accounting Board of Canada.

**(b) Functional and Category Reporting**

The operations of the Library are comprised of a single function, Library operations. As a result, the expenses of the Library are presented by category in the statement of operations.

General revenue and expenses relate to programs, and are budgeted for on an annual basis.

Special purpose revenue and expenses relate to special projects or funds which are donor or grant-funded and have been designated for a specific purpose. The Board is able to retain these funds until they are applied against related expenses. The Board does not approve an annual budget for these amounts but approves the designated project funding when received.

**(c) Tangible Capital Assets**

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition of the assets. Books are depreciated over five years and audio video materials (“AV materials”) are depreciated over two years on a straight-line basis.

The City owns the Library building and land. Those assets, along with other tangible capital assets acquired for Library purposes but funded by the City, are recorded in the City’s financial statements and are not included in these financial statements.

Financial Plans adopted by the Council of the City provide for the replacement and acquisition of tangible capital assets.

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**(d) Revenue and Expense Recognition**

Revenue is recorded on an accrual basis and recognized when earned. Restricted contributions and grants are recognized as revenue in the year in which related expenditures are incurred and related restrictions are satisfied. Government transfers are recognized as revenue in the period they are authorized and any eligibility criteria are met, except to the extent they contain a stipulation that gives rise to a liability. Such transfers are initially deferred and recognized as revenue in the period the stipulations are met.

Expenses are recorded on an accrual basis and recognized when goods and services have been received and/or a legal obligation to pay has been created. Other expenses are recognized when they are incurred.

**(e) Use of Estimates**

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Areas requiring significant estimation are useful lives of tangible capital assets and post-employment benefits, compensated absences and termination benefits. Actual results could differ from those estimates.

**(f) Asset Retirement Obligations**

A liability for an asset retirement obligation is recognized when there is a legal obligation to incur retirement costs in relation to a tangible capital asset; the past transaction or event giving rise to the liability has occurred; it is expected that future economic benefits will be given up; and a reasonable estimate of the amount can be made. The liability is recorded at an amount that is the best estimate of the expenditure required to retire a tangible capital asset at the financial statement date. The liability is subsequently reviewed at each financial reporting date and adjusted for the passage of time and for any revisions to the timing, amount required to settle the obligation or the discount rate. Upon the initial measurement of an asset retirement obligation, a corresponding asset retirement cost is added to the carrying value of the related tangible capital asset if it is still in productive use. This cost is amortized over the useful life of the tangible capital asset. If the related tangible capital asset is unrecognized or no longer in productive use, the asset retirement costs are expensed.

As of December 31, 2022 and 2023, the Library does not have any asset retirement obligations.



**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**2. SIGNIFICANT ACCOUNTING POLICIES (continued)**

**(g) Financial Instruments**

The Library’s financial instruments consist of cash and cash equivalents, accounts receivable, accounts payable, and other current liabilities. Cash and cash equivalents are measured at fair value. Accounts receivable, accounts payable, and other current liabilities are measured at cost or amortized cost. For financial instruments measured using amortized cost, the effective interest rate method is used to determine interest revenue or expense. The carrying amount of each of these financial instruments is presented on the statement of financial position. Transaction costs are added to the carrying value for financial instruments measured using cost or amortized cost. Transaction costs are expensed for financial instruments measured at fair value.

The Library has not invested in equity instruments that are quoted in an active market and has not designated any financial instruments to be recorded at fair value.

The Library is not exposed to significant credit, liquidity or market risk arising from its financial instruments. Financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the statement of operations.

**3. DEFERRED REVENUE**

Deferred revenue represents restricted funding received from external sources for programs, and is recognized as revenue when the restrictions have been met or the appropriate expenditures are made.

	<b>December 31, 2023</b>	December 31, 2022
Donations - Youth	<b>10,161</b>	8,873
Donations - Projects	<b>61,468</b>	56,595
Donations - Seniors/Accessible Services	-	2,326
Donations - Collections	<b>1,500</b>	4,378
Donations - Small donation campaign	<b>1,873</b>	-
Other	-	12,900
Grants	<b>75,546</b>	82,710
	<b><u>\$ 150,548</u></b>	<b><u>\$ 167,782</u></b>

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**4. DUE FROM THE CITY OF NORTH VANCOUVER**

The Library receives an annual operating grant from the City. The City invoices the Library annually for cash payments made on the Library's behalf including accounts payable and payroll as well as administrative support costs and the invoiced amounts are interest free with no specific terms of repayment. The amounts due to the City of North Vancouver are net of the grant amounts due from the City.

In 2023, the Library CUPE 389 members and North Vancouver City Library Board reached a new three-year collective bargaining agreement. The Library Board approved the Memorandum of Agreement on November 23, 2023. The settlement of outstanding wage increases was paid in January 2024, which was included in the amount due from the City for 2023.

The net amount receivable from the City at the end of 2023 is \$19,805. Last year it was payable amount of \$359,307.

The City provides administrative support to the Library for accounts payable and payroll, information technology and facilities services and property and liability insurance. The amount charged for 2023 is \$605,583 (2022 - \$554,888).

**5. POST-EMPLOYMENT BENEFITS, COMPENSATED ABSENCES AND TERMINATION BENEFITS**

The liability reported in the financial statements are based on employee data as at August 31, 2021 that has been extrapolated to December 31, 2023. Every three years a full valuation is performed and the most recent actuarial valuation of the Library's employee future benefits was completed as at December 31, 2021.

The Library provides the following benefits to its employees:

**Sick and Severance**

Employees of the Library are entitled to payments related to unused sick leave and severance upon retirement or resignation after ten years of service. The amount recorded for these benefits is based on an annual evaluation done by an independent firm of actuaries using a projected benefit actuarial valuation method pro-rated on services.

**Sick Leave**

The Library provides benefits for sick leave to its employees. Employees accumulate sick leave on a monthly basis and can only use this entitlement for paid time off under certain circumstances. The amount recorded for this benefit is based on an annual evaluation done by an independent actuarial firm and is reviewed on a periodic basis.

Information regarding the Library's sick and severance termination and sick leave obligations for these benefits is as follows:

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**5. POST-EMPLOYMENT BENEFITS, COMPENSATED ABSENCES AND TERMINATION BENEFITS (continued)**

	<u>2023</u>	<u>2022</u>
Accrued Benefit Obligation - Beginning	\$ 508,100	\$ 617,400
Service Cost	34,500	42,000
Interest Cost	22,400	15,200
Benefits Paid	(30,500)	(4,300)
Actuarial Gain	(45,300)	(162,200)
Accrued Benefit Obligation - End	<u>489,200</u>	<u>508,100</u>
Deficit at end of year	(489,200)	(508,100)
Unamortized Net Actuarial Gain	(111,400)	(55,400)
Accrued Benefit Liability	<u>\$ (600,600)</u>	<u>\$ (563,500)</u>

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

	<u>2023</u>	<u>2022</u>
Discount rates	4.10%	4.50%
Future inflation rates	4.50% for 2024 and 2.50% thereafter	2.00%
Compensation increases (net of inflation)	0.00% to 0.50%	0.58% to 2.50%

**6. PENSION PLAN**

The Library and its employees contribute to the Municipal Pension Plan (MPP) (a jointly trustee pension plan). The MPP Board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of assets and administration of benefits. The plan is a multi-employer defined benefit pension plan. Basic pension benefits are based on a formula. As at December 31, 2022, the plan has about 240,000 active members and approximately 124,000 retired members. Active members include approximately 43,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan.

The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan.

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**6. PENSION PLAN (continued)**

This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent actuarial valuation for the Municipal Pension Plan as at December 31, 2021, indicated a \$3,761 million funding surplus for basic pension benefits on a going concern basis.

The Library paid \$212,610 (2022 - \$189,611) for employer contributions to the plan in fiscal 2023.

The next valuation will be as at December 31, 2024, with results available in 2025.

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

**7. TANGIBLE CAPITAL ASSETS**

	2023			2022		
	Books	AV Materials	Totals	Books	AV Materials	Totals
<b>Costs</b>						
Balance beginning of year	\$ 872,508	\$ 82,816	\$ 955,324	\$ 851,289	\$ 90,803	\$ 942,092
Additions	194,280	38,971	233,251	189,078	28,972	218,050
Disposition	(173,755)	(53,844)	(227,599)	(167,859)	(36,959)	(204,818)
Balance end of year	\$ 893,033	\$ 67,943	\$ 960,976	\$ 872,508	\$ 82,816	\$ 955,324
<b>Accumulated Depreciation</b>						
Balance beginning of year	\$ 430,614	\$ 47,630	\$ 478,244	\$ 426,093	\$ 41,184	\$ 467,277
Depreciation	176,554	37,688	214,242	172,380	43,405	215,785
Disposition	(173,755)	(53,844)	(227,599)	(167,859)	(36,959)	(204,818)
Balance end of year	\$ 433,413	\$ 31,474	\$ 464,887	\$ 430,614	\$ 47,630	\$ 478,244
<b>Net Book Value</b>	\$ 459,620	\$ 36,469	\$ 496,089	\$ 441,894	\$ 35,186	\$ 477,080

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

**8. ACCUMULATED SURPLUS**

Appropriated surplus represents funds that are restricted by the Library for specific purposes.

	<b>December 31, 2023</b>	December 31, 2022
Appropriated surplus	\$ 20,114	\$ 29,314
Equity in TCA	496,089	477,080
Unappropriated surplus	421,222	40,655
Accumulated surplus	<u>\$ 937,425</u>	<u>\$ 547,049</u>

In 2023, the Library received a one-time Enhancement Grant totaling \$375,713 (2022 – nil) from the Province of British Columbia. This grant was intended to supplement local government funding and to be used to support local library service enhancement, respond to local service priorities and extend library services over three years. The full amount of the grant was recognized in 2023 as revenue. As a result, the unspent grant funds (\$373,338) have been included in unappropriated surplus.

City policy normally limits the City portion of the operating surplus to \$50,000 and any amounts in excess of this limit is returned to the City in the following year, unless permission from Council is obtained on a case by case basis. Any Enhancement Grant funds not appropriated for Library use consistent with the terms of the grant must be returned to the Province of British Columbia.

**9. BUDGET**

The budget approved by the City on April 24, 2023 was not prepared on a basis consistent with that used to report actual results (Canadian Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Canadian Public Accounting Standards require a full accrual basis. The budget figures expensed all tangible capital expenditures rather than including depreciation expenses. As a result, the budget figures presented in the statements of operations and statement of change in net financial assets represent the budget approved by the City on April 24, 2023 with adjustments as follows:

**North Vancouver City Library  
Notes to the Financial Statements  
For the year ended December 31, 2023**

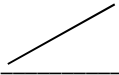
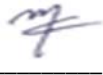

**9. BUDGET (continued)**

	<u>2023</u>
Budget surplus for the year	\$ -
Add:	
Acquisition of tangible capital assets	206,900
Less:	
Depreciation	-
Budget surplus per statement of operations	<u>\$ 206,900</u>

**10. COMPARATIVE INFORMATION**

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.



 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**REAL ESTATE, FACILITIES, AND ECONOMIC DEVELOPMENT**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Brian Lightfoot, Manager, Real Estate

Subject: STATUTORY RIGHTS OF WAY WITH PUBLIC UTILITIES FOR 1905  
JONES AVENUE AND 240 EAST 23<sup>rd</sup> STREET

Date: July 8, 2024 File No: 06-2360-01-0001/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Manager, Real Estate, dated July 8, 2024, entitled “Statutory Rights of Way with Public Utilities for 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street”:

THAT staff be directed to negotiate any required statutory rights of way with public utilities (BC Hydro, Fortis, TELUS, Lonsdale Energy Corporation etc.) to permit registered statutory rights of way over City-owned land for the delivery and provision of utility services to 1905 Jones Avenue and 240 East 23<sup>rd</sup> Street;

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

AND THAT the Mayor and Corporate Officer be authorized to execute any documents to provide registered statutory rights of way, as described in the report.

**ATTACHMENTS**

1. TELUS Standard Charge Terms – Mickey McDougal (CityDocs [2546142](#))
2. BC Hydro Standard Charge Terms (CityDocs [2546166](#))

## **SUMMARY**

This report requests Council approval for the Mayor and the Corporate Officer to execute Statutory Rights of Way (SRWs) with public utilities that are required to service buildings on City owned land within the following properties listed below:

- 1905 Jones Avenue (Mahon Park)
- 240 East 23<sup>rd</sup> Street (McDougal Gym, North Vancouver Lawn Bowling)

## **BACKGROUND**

A Statutory Right of Way (SRW) is a legal agreement that grants a public utility (Telus, Fortis, BC Hydro, Lonsdale Energy Corporation etc.) the right to use a portion of a property to install and maintain infrastructure needed for the delivery of a specific service or services. The SRW is accompanied by a plan and/or a written description of the right of way area, and is registered at the New Westminster Land Title Office.

The SRW is binding on all existing and future owners of the property. Entering into an SRW with public utilities is common in new development projects and in situations where aging infrastructure is being upgraded.

In the past, public utilities did not always require registration of an SRW on City owned property when providing services; however, this process is now typically required by public utilities in order to protect their infrastructure investment. Most commonly this occurs in new construction and major renovations, and provides a necessary service to the City or the City's tenant (i.e. provides electricity, gas, internet, LEC heat etc.). At present, Council authority is necessary to enter into all SRW agreements on City land.

## **DISCUSSION**

SRWs will be required or are expected to be required for the properties listed below. Staff are requesting Council approval to enter into SRWs which provide necessary utilities to the following buildings which are (or will be in the near future) under construction or renovation on City owned land.

A brief description of each of the properties is provided below.



- **1905 Jones Avenue (Mahon Park)**

This property is Mahon Park where a new childcare and field house are being constructed.



- **240 East 23<sup>rd</sup> Street (McDougall Gym / Park, North Vancouver Lawn Bowling Club).**

This property includes the McDougall Gym and the newly constructed North Vancouver Lawn Bowling Club greens and clubhouse.



There are planned upgrades to McDougall Gym to accommodate the new occupation by the Flicka Gymnastics Club

SRWs with public utilities that are necessary to service the City or its tenant's building on City owned land are procedural and administrative documents which are necessary to enable the provision of utility services. These occur when public utility infrastructure is needed on City land in order to provide a service such as electricity, gas, internet, heating and cooling etc.

Utility companies typically use standard charge terms for the SRWs. Examples of these are contained in Attachment #1 and #2. Staff, working with the City Solicitor, negotiate with utility providers to ensure the charge terms are appropriate for the City's use, and protect the City's position. For example, for the subject properties, staff will be negotiating language with the utility providers to allow for the timely discharge of the SRWs upon the future redevelopment of the subject City-owned lands to protect the City's position. (This is opposed to SRWs which cross through City property entirely for the benefit of the public utility provider, but do not provide a benefit to that City property.)

### **FINANCIAL IMPLICATIONS**

There are no significant financial implications expected as a result of this initiative. The granting of the SRW is to the benefit of the City, and no compensation is required from the utilities companies in these circumstances.

### **INTER-DEPARTMENTAL IMPLICATIONS**

Real Estate Division staff will be working with the City Solicitor to finalize the SRWs.

RESPECTFULLY SUBMITTED:



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Brian Lightfoot, Manager Real Estate

## Terms of Instrument – Part 2

WHEREAS the Owner (as identified in Form C Part 1 Item 5) is the registered owner of the Lands (as identified in Form C Part 1 Item 2) and has agreed to grant TELUS Communications Inc. (“TELUS”) (as identified in Form C Part 1 Item 6) a statutory right of way which is necessary for the operation and maintenance of TELUS’ undertaking,

NOW THEREFORE in consideration of the terms and conditions set out below, the Owner and TELUS agree as follows:

1. **STATUTORY RIGHT OF WAY** The Owner grants to TELUS, its successors and assigns a statutory right of way upon the Lands to:
  - a) place, construct, install, operate, maintain, repair, occupy, use, remove, modify and replace on, under and over the Lands (including any building structures situate upon and forming part of the Lands) equipment; anchoring mechanisms; cables; wiring; fibre; conduit and facilities for telecommunications, data transmission, power and grounding; underground ducts; support structures; fixtures; equipment enclosures; including all other fixtures, chattels and/or improvements placed or installed by TELUS on or within the Lands, and any related works (collectively, the “Works”);
  - b) on not less than forty-eight (48) hours prior written notice to the Owner, remove trees or obstructions which might interfere with or create a danger to persons or the Works;
  - c) enter on foot and by vehicle, with or without machinery and equipment, for the purpose of reasonable access to and egress from the Works 24 hours per day 7 days per week as required by TELUS for operational, general maintenance and emergency repairs purposes;
  - d) unobstructed, secure access to the main terminal room, terminal rooms, equipment rooms, entrance facilities, riser closets, and demarcation points;
  - e) unobstructed, secure access to all or a combination of the building’s cables; wiring; fibre; conduit and facilities for telecommunications, data transmission, power and grounding; as may be required by TELUS from time to time for the purpose of construction, installation, testing, operation, maintenance, repairs, services, upgrades, modifications, removal, replacement of TELUS equipment and access to TELUS equipment; and
  - f) generally to do all acts and work necessary and incidental to the foregoing or the business of TELUS, its successors and assigns, including, without limitation, the right exercisable solely by TELUS for itself or, as the case may be, on behalf of the Owner to place, maintain, operate, repair, use and replace communications conduit, cable and appurtenant equipment and facilities within and throughout the building structure situate upon and forming part of the Lands.
  
2. **TERM** This Agreement shall continue in perpetuity from the date this Agreement is executed by the Owner and TELUS.
  
3. **FEES** TELUS shall, upon receipt of a satisfactory post-index search disclosing that in the normal course of Land Title Office practice this Agreement shall be registered against title to the Lands, pay the Owner a lump sum fee in the amount of one (\$1.00) dollar.

4. **CONSTRUCTION** TELUS shall at its sole expense place, operate, maintain and remove the Works in compliance with all applicable laws. The Works shall at all times remain the property of TELUS and shall not be considered a fixture notwithstanding any rule of law or equity to the contrary.
5. **NON-INTERFERENCE AND ANCILLARY RIGHTS** The Owner shall not do or permit to be done any act or thing which may, as reasonably determined by TELUS, damage the Works and/or interfere with any rights granted to TELUS by this Agreement. The Owner grants to TELUS as rights ancillary to those described in Section 1 reasonable unobstructed access over the Land to and from the Right of Way Area for all purposes relating to the Works.
6. **INDEMNITY** TELUS shall indemnify and save harmless and forever discharge the Owner from and against all manner of actions, causes of actions, claims, debts, suits, damages, demands and promises, at law or in equity whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising from, or attributable to, any act, omission, negligence or default of TELUS in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Owner. Notwithstanding any other provision of this Agreement, in no event shall TELUS be liable to any special, indirect, consequential or incidental damages from any cause whatsoever (even if it has been advised of possibility thereof), including without limitation, lost profits, lost revenues, failure to realize expected savings or other commercial or economic losses of any kind.
7. **DISCHARGE** TELUS may, as to all or any part of the Lands, discharge, in whole or in part, any rights granted to TELUS by this Agreement. TELUS may, at any time, abandon all or part of the Works without affecting the rights granted to TELUS by this Agreement.
8. **NOTICE** Any notice required to be given hereunder shall be valid if in writing and delivered or telecopied at the address set out above or at such other address as may be designated in writing by either party and any such notice shall be effective when received.
9. **LICENCE** TELUS may grant licences to its Affiliates or others to exercise the rights granted to TELUS under Section 1 of this Agreement. For the purposes of this Agreement, "Affiliate" means, as regards TELUS, an affiliated body corporate as defined in the *Canada Business Corporations Act* R.S.C. 1985, c.C-44, as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest.
10. **WAIVER AND AMENDMENT** No waiver or amendment of any provision of this Agreement shall be effective or deemed by a course of conduct, unless such waiver or amendment is in writing signed by the Owner and TELUS and stating specifically that it is intended to act as a waiver of or amend this Agreement.
11. **SEVERABILITY** If any provision of this Agreement is declared invalid or unenforceable by competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.

12. **BINDING EFFECT** This Agreement will be registered at the Land Title Office and shall be binding upon and enure to the benefit of the Owner and TELUS and their respective heirs, executors, administrators, successors and assigns and shall run with the Lands, and with each part into which the Lands may at any time be subdivided and each parcel into which the Lands or any portion thereof may at any time be consolidated. By executing the Form C Part 1 Item 8, the Owner and TELUS agree to be bound by this Agreement. Any and all of the rights, licences, privileges, easements, rights of way and benefits of TELUS hereunder are assignable to and may be held, enjoyed and exercised by any Affiliate of TELUS whether pursuant to, or in connection with, any corporate or other reorganization of TELUS or otherwise. TELUS shall also have the right to assign the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, without the consent of the Owner, to permit third parties to exercise the rights, licences, privileges, easements, rights of way and benefits hereby granted, in whole or in part, on their own or together with TELUS or other third parties and, in the event such permission is granted by TELUS, any reference herein to TELUS shall also apply to such third parties.
13. **THIS** Agreement runs with the Lands. Notwithstanding anything contained in this Agreement to the contrary, neither the Owner nor any future owner of the Lands or any portion of the Lands shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.
14. **THIS** Agreement and the provisions thereof are subject to the provisions (including regulations) of the *Telecommunications Act* S.C. 1993, c.38 and the *Canadian Radio-Television and Telecommunications Commission Act* R.S.C 1985, c.C-22 and their successor legislation, as well as any rulings, regulations, tariffs or other directives of the Canadian Radio-Television and Telecommunications Commission.

**END OF DOCUMENT**

Filed in the Land Title Office  
on October 1, 2020

Page 1 of 6 pages

ST200004

## STANDARD CHARGE TERMS

**Filed By: British Columbia Hydro and Power Authority**

### BACKGROUND:

- A. BC Hydro wishes to obtain from the Owner a statutory right of way for certain rights on, under, over and across the Land.
- B. The Owner has agreed to grant BC Hydro a statutory right of way in respect of the Land.
- C. A statutory right of way is necessary for the operation and maintenance of the undertakings of BC Hydro.

### AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

### INTERPRETATION

1.1 In this Agreement the following terms have the following meanings:

“**Agreement**” means the General Instrument Part 1 and these Standard Charge Terms;

“**BC Hydro**” means British Columbia Hydro and Power Authority and all Persons authorized by BC Hydro for the purposes of this Agreement;

“**Contaminants**” means substances, wastes or other materials present in the soil, sediment, water or groundwater of the Land, which are prohibited, controlled or regulated under applicable environmental laws, and which are present in quantities or concentrations exceeding the risk based or numerical criteria, standards or conditions prescribed under any applicable environmental law, regulation or order of any authority having jurisdiction;

“**Crops**” means cultivated plants intended for sale or personal use, and ornamental trees and shrubs;

“**General Instrument Part 1**” means Part 1 of the General Instrument, as amended or replaced from time to time, pursuant to the *Land Title Act* of British Columbia;

“**Land**” means the land described in Item 2 of the General Instrument Part 1;

“**Merchantable Timber**” means trees that have attained sufficient size, quality and volume to make them suitable for harvesting and which are deemed to be commercially valuable at the time of cutting in the particular circumstances;

“**Owner**” means the Person named as the registered owner in fee simple on the indefeasible title to the Land;

**“Person”** means any association, society, corporation, individual, joint stock company, joint venture, partnership, trust, unincorporated organization, or any federal, provincial, regional, municipal, or other government or authorized agency, department, or ministry thereof;

**“Right of Way Area”** means the Right of Way Area defined in the General Instrument Part 1 provided that if the General Instrument Part 1 contains no such definition, then it will mean that portion of the Land located within 6 metres of either side of the centre of the alignment of the Works;

**“Underground Civil Works”** means civil infrastructure associated with the underground distribution of electricity by BC Hydro, including all vaults and lids (including manholes, chambers and boxes), cabinets, transformer pads, ducts, conduits and any associated protective installations; and

**“Works”** means poles, guy wires, anchors, push braces and other pole support structures, crossarms, attachments and pole-mounted equipment, above-ground, pad-mounted or underground transformers, overhead or underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s electrical distribution system.

- 1.2 This Agreement will be governed by, construed and enforced in accordance with the applicable laws in force in British Columbia and Canada.
- 1.3 Words in one gender include all genders, and words in the singular include the plural and *vice versa*. Statutory references include a reference to any amendments (including replacement legislation).
- 1.4 The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term or matter.

### **GRANT OF STATUTORY RIGHT OF WAY**

- 2.1 The Owner grants to BC Hydro, forever, the right and statutory right of way to:
  - (a) excavate for, construct, install, replace, upgrade, operate, maintain, remove and repair the Works on, under, through, over and across the Right of Way Area;
  - (b) clear the Right of Way Area, and to keep it cleared (including pruning and removal) of any trees or growth;
  - (c) clear the Right of Way Area and to keep it cleared of all or any part of any obstruction, structure, building, improvement or other matter which, in the reasonable opinion of BC Hydro, might:
    - (i) interfere with the exercise of its rights; or

- (ii) create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
- (d) enter, work, pass and repass through, on and along the Right of Way Area;
- (e) have reasonable unobstructed access through, on and over the Land to and from the Right of Way Area for all purposes relating to this Agreement;
- (f) install lines for service connections, as required for transmitting and distributing electricity or for communication purposes, on, under, through, over and across the Land outside the Right of Way Area to buildings and structures on the Land or on immediately adjacent lands or public road;
- (g) prune and remove trees or growth on the Land that, in the reasonable opinion of BC Hydro, might create or increase any danger or hazard to the Works or to Persons or property in relation to the Works;
- (h) have exclusive use and occupation of the Underground Civil Works on the Land used or installed for use by BC Hydro, whether the property of the Owner or BC Hydro;
- (i) conduct investigative studies and related work within the Right of Way Area to ensure compliance with applicable legislative and regulatory requirements in relation to the purposes permitted in this Agreement; and
- (j) do all things necessary or incidental to the undertakings of BC Hydro in connection with the above.

### **COVENANTS OF BC HYDRO**

3.1 BC Hydro covenants with the Owner, to the extent that BC Hydro in the exercise of its rights under this Agreement:

- (a) damages the Land outside of the Right of Way Area; or
- (b) damages, cuts or removes:
  - (i) any Crops, Merchantable Timber, structures, buildings or improvements, which are owned by the Owner and located outside of the Right of Way Area; or
  - (ii) any of the Underground Civil Works, or structures, improvements or Crops within the Right of Way Area for which the Owner has received prior written permission from BC Hydro for the placement of such structures, improvements or Crops within the Right of Way Area,

and provided such damage, cutting or removal is not caused as a result of the Owner's breach of this Agreement or the act or omission of the Owner, its contractors or those Persons for whom the Owner is responsible at law, then within a reasonable period of time, BC Hydro will either compensate the Owner for such damage, cutting or removal, or repair such portion of the Land, Underground Civil Works, structures, buildings or improvements as closely as is practicable to their condition immediately prior to the damage.



- 3.2 With respect to the exercise of BC Hydro's rights under this Agreement, BC Hydro covenants with the Owner to:
- (a) take reasonable steps not to interfere unduly with the drainage of the Land;
  - (b) comply with all applicable laws, including with respect to any Contaminants; and
  - (c) indemnify the Owner against all liability incurred by the Owner out of any claim made by any Person for injury or harm to any Person or property to the extent caused by the negligence or willful misconduct of BC Hydro in the exercise of its rights under this Agreement on the following conditions:
    - (i) the Owner will promptly provide written notice of the claim to BC Hydro; and
    - (ii) BC Hydro will not indemnify the Owner in respect of any claim for injury or harm to Persons or property to the extent caused by the Owner's breach of this Agreement or by the negligence or willful misconduct of the Owner, its contractors or those Persons for whom the Owner is responsible at law.

#### **COVENANTS OF OWNER**

- 4.1 The Owner covenants with BC Hydro that, unless BC Hydro gives its prior written permission (which permission may be given subject to terms and conditions), the Owner will not do or knowingly permit to be done, any act or thing which, in the reasonable opinion of BC Hydro, might:
- (a) interfere with the exercise of any rights granted to BC Hydro;
  - (b) impair the operating efficiency of any part of the Works;
  - (c) obstruct the access of BC Hydro to any part of the Works;
  - (d) create or increase any danger to the Works or to Persons or property in relation to the Works; or
  - (e) impair the vertical or lateral support of the Right of Way Area.
- 4.2 Without limiting the generality of section 4.1, the Owner covenants with BC Hydro that, unless BC Hydro gives its prior written permission (which permission may be given subject to terms and conditions), the Owner will not:
- (a) diminish or increase the ground elevation in the Right of Way Area by any method including piling any material or creating any excavation, drain or ditch in the Right of Way Area;
  - (b) carry out blasting, pile driving or logging operations on or near any portion of the Right of Way Area; or
  - (c) make, place, erect, operate, use, maintain or permit any obstruction, structure, building or improvement on, under, through or over the Right of Way Area.

## MUTUAL COVENANTS

- 5.1 The Owner and BC Hydro mutually covenant and agree between them that:
- (a) if BC Hydro elects to pay compensation pursuant to section 3.1 and the Owner and BC Hydro cannot agree on the amount of compensation to be paid, then the matter in dispute will be settled by arbitration by a single arbitrator under the *Arbitration Act* of British Columbia;
  - (b) unless otherwise agreed by the parties, any Merchantable Timber on the Land which is owned by the Owner and cut by BC Hydro in the exercise of its rights under this Agreement will remain the property of the Owner;
  - (c) nothing in this Agreement will in any way abrogate from or affect any rights, powers (including any powers of expropriation), exemptions or privileges, which BC Hydro may have under any private or public statute, law, by-law, order, regulation or electric tariff, or any agreement it has with the Owner, or any charge registered against title to the Land;
  - (d) failure to enforce any covenant or restriction contained in this Agreement for a breach or violation of any covenant or right contained in this Agreement will not in any way constitute a waiver, in whole or in part, of any of the injured party's rights or remedies;
  - (e) any waiver of an obligation under this Agreement must be in writing and only relates to the identified violation or breach without extending to any further or subsequent violation or breach, notwithstanding any rule of law or equity;
  - (f) the Works installed will remain the property of BC Hydro except to the extent specified below; and
  - (g) if the Works are no longer required by BC Hydro, BC Hydro will, at its cost, remove the Works from the Land with the exception of the Underground Civil Works. The Underground Civil Works (to the extent that they are not already owned by the Owner) will then become the property of the Owner. If all of the Works have either been removed from the Land or become the property of the Owner pursuant to this section, upon the written request of the Owner, BC Hydro will discharge this Agreement from the title to the Land.

## GENERAL

- 6.1 The terms “Owner” and “BC Hydro” include their respective heirs, executors, administrators, successors and assigns.
- 6.2 If the Owner is more than one Person, every covenant and agreement by the Owner in this Agreement will be joint and several.
- 6.3 This Agreement will run with the Land and will run with each part into which the Land may at any time be subdivided and each parcel into which it may at any time be consolidated, and will bind all present and subsequent owners of the Land, including their respective heirs, executors, administrators, successors, and assigns.

- 6.4 If any provision of this Agreement or a portion thereof is determined by a court or arbitrator of competent jurisdiction to be:
- (a) illegal or unenforceable, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination; or
  - (b) enforceable but beyond the scope of section 218 of the *Land Title Act* of British Columbia or is enforceable but does not run with the Land, that provision or portion thereof will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination. The parties further agree that the severed provision or portion thereof will, to the extent possible under law, be enforceable as between them as a separate and stand-alone covenant, with such reference to this Agreement as may be necessary for proper interpretation and certainty, and will not fail for lack of separate consideration.

END OF SET

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 Department Manager	 Director	 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**OFFICE OF THE DEPUTY CHIEF ADMINISTRATIVE OFFICER**  
**REAL ESTATE, FACILITIES AND ECONOMIC DEVELOPMENT**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Mark Chan, Director, Real Estate, Facilities and Economic Development  
Barbara Pearce, Deputy Chief Administrative Officer

Subject: NORTH SHORE NEIGHBOURHOOD HOUSE PHASE 2 HUB  
REDEVELOPMENT – HOUSING AGREEMENT

Date: July 12, 2024 File No: 02-0800-30-0022/1

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

**RECOMMENDATION**

PURSUANT to the report of the Director, Real Estate, Facilities and Economic Development, and the Deputy Chief Administrative Officer, dated July 12, 2024, entitled “North Shore Neighbourhood House Phase 2 Hub Redevelopment – Housing Agreement”:

THAT “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments) be considered.

**ATTACHMENTS**

1. “Housing Agreement Bylaw, 2024, No. 9062” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments) (CityDocs [2472335](#))

**SUMMARY**

To present for Council’s consideration a bylaw to authorize the housing agreement for Phase 2 of the development of the North Shore Neighbourhood House (NSNH) site.

## BACKGROUND

In December 2023, the City signed an offer to lease (the “Offer to Lease”) with Catalyst Community Developments Society (“Catalyst”) to enable the construction of a new North Shore Neighbourhood House and non-profit rental housing. The Offer to Lease provides that upon removal of conditions precedent, the City and Catalyst will enter into a 60 year ground lease which will enable Catalyst to construct the building, and upon completion of construction and an air space parcel subdivision, that ground lease will be converted to a lease to Catalyst for the rental portion of the building as an air space parcel (the “Lease”). The Offer to Lease requires that Catalyst enter into a housing agreement (the “Housing Agreement”) to govern the operation of the rental housing in the building. The Housing Agreement is attached as Part 2 to the Housing Agreement Bylaw (see Attachment 1).

The Housing Agreement is to be entered into by: The Corporation of the City of North Vancouver (as current owner of the lands); Catalyst; and The Corporation of the City of North Vancouver (as the municipal regulatory authority). Upon entering into the Lease, Catalyst will assume the obligations of the City in its capacity as owner under the Housing Agreement.

## DISCUSSION

Section 483 of the *Land Title Act* permits a local government to, by bylaw, enter into a housing agreement that includes terms and conditions regarding the occupancy of the housing units identified in the agreement, including the form of tenure, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents that may be charged.

The Housing Agreement attached to the Housing Agreement Bylaw (Attachment 1) sets out the terms and requirements for the rental housing, which upon execution of the Lease will bind Catalyst. Staff worked with Catalyst to optimize the affordability of the below-market rental units while ensuring that Catalyst can continue to appropriately maintain and re-invest in the rental portion of the building, which once constructed will be owned by the City, but leased as an air space parcel to Catalyst for 60 years. After expiry of the 60 year Lease, the building will return to the City’s possession with no additional payment upon expiry. Catalyst has agreed to the terms of the attached Housing Agreement.

The Housing Agreement contains multiple protections for the City including the key terms set out below.

- All 179 rental units in the building shall be used for rental purposes only.
- At least 30% of the total 179 units will be Non-Market Rental Units rented at Affordable Rent.
- Affordable Rent is defined as the lowest of: Housing Income Limits (HILs) Rent; 80% of Market Rent; and 80% of CMHC Median Market Rents. Catalyst’s proposed monthly rents for the Non-Market Rental Units meet the requirements of the Housing Agreement, and are set out below:

Studio	1BR	2BR	3BR
\$1118	\$1318	\$1729	\$2150

- The average rent of all rental units (including the Market Rental Units) shall be at least 10% below Market Rent.
- Catalyst will perform asset and income testing to confirm tenant eligibility upon entry into the tenancy agreement, and annually thereafter.
- To comply with City policy and encourage working families, 10% of the total units (18 units) will be 3 bedroom units.
- Rent Increases on Turnover: if a tenancy for a Rental Unit is ended, Catalyst must only increase the rent for the next tenancy by an amount equal to the lesser of: (a) the allowable annual rental increase established by the *Residential Tenancy Act* for continuing tenancies plus five percent; and (b) ten percent. In other words, Catalyst cannot simply increase to the then current Market Rent on turnover of the Rental Units.
- Non-Market Rental Units cannot be subleased or assigned, can only be used as a principal residence, and cannot remain vacant for three consecutive months or longer.
- Catalyst will first make the rental units available to Eligible Households who are either current residents of the City of North Vancouver or who work in the City and have done so for at least six months.
- Catalyst will each year complete a statutory declaration to confirm compliance with the Housing Agreement, as contained in Schedule B to the Housing Agreement.
- During the 60 year term, Catalyst will make best efforts to increase the affordability of the rental units beyond the requirements of the Housing Agreement (see below section titled “Other Terms in the 60 year Lease”).
- The Housing Agreement will be registered on title, and runs with the land, and Catalyst and any successor will be bound by the Housing Agreement. Catalyst may only assign the Housing Agreement to another non-profit rental operator, with the prior written consent of the City.

#### Other Terms in the 60 year Lease

In addition to the protections set out above, the City has negotiated further protections to ensure that there is appropriate reinvestment into the building, and so the affordability of the rental housing is maximized now, and for the duration of the 60 year Lease to Catalyst. In summary, if Catalyst’s operation of the rental generates an operating surplus (i.e. operating income less operating expenses), Catalyst must apply the operating surplus in the following order and priority until the operating surplus is depleted:

- First, to an Operating Reserve intended to stabilize annual variances in operating income and operating expenses for the rentals.

- Second, to a Capital Reserve for capital repairs and replacements for the rental housing building.
- Third, to a Refinancing Reserve used to reduce the principal amount of the mortgage when it is to be refinanced, thereby reducing the interest payments for the project.
- Fourth, to replenish any shortfalls from prior years of payments to the aforementioned Reserves, with any remaining balance to be deposited to the Capital Reserve as a “Capital Reserve top up”.
- Finally, if the “Capital Reserve top up” is forecasted to continue, the City and Catalyst will in good faith and by mutual agreement review the mix of Market Rental Units and Non-Market Rental Units in an effort to convert Market Rental Units to Non-Market Rental Units in future years.

Upon expiry of the Lease, Catalyst will transfer all funds (with accumulated interest) in the reserves to the City. Catalyst will also each year submit a capital asset plan, operating budget, and a year-end statement for each of the reserves. Catalyst also agrees that the City’s consent will be required for any refinancing that would increase the outstanding principal amount of any mortgage, or any extension of the amortization period beyond that of the original mortgage.

Through the above, the City and Catalyst will prudently plan for sufficient reinvestment in the building, and maximize affordability in the project by investing in the aforementioned reserves, and potentially converting Market Rental Units to Non-Market Rental Units over time. Catalyst has agreed in principle to the above terms, to be finalized in the Lease, which is anticipated to be executed around September, 2024.

## **FINANCIAL IMPLICATIONS**

There are two primary direct financial implications for the City: firstly, given the building is ultimately owned by the City subject to the 60 year Lease, there is a need to sufficiently invest in and maintain the building; and secondly, given the project is on City land, there is a need to maximize the affordability of the rental housing. Staff have negotiated substantial protections for both of these two issues, which are explained in detail in the Discussion section above.

## **INTER-DEPARTMENTAL IMPLICATIONS**

Staff have liaised with the following departments in the negotiation of the Housing Agreement and in the preparation of this report: Strategic Initiatives; Planning & Development; Finance; Real Estate; and the City Solicitor.

## **STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS**

The North Shore Neighbourhood House project directly addresses priorities of Council’s Strategic Plan, in particular those related to “A City for People” and “A Resilient City”. These priorities call for increasing the number of housing units (including workforce housing units), improving access to childcare, more residents with safe and convenient access to transit and active transportation infrastructure, and supporting transition to



LEC. Also, the proposal is in alignment with the Community Wellbeing Strategy, and Climate and Environment Strategy.

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

RESPECTFULLY SUBMITTED:



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Mark Chan  
Director, Real Estate,  
Facilities and Economic Development



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Barb Pearce  
Deputy Chief Administrative Officer

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THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9062

**A Bylaw to enter into a Housing Agreement for 120 St. Georges Avenue**

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

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

1. This Bylaw shall be known and cited for all purposes as “**Housing Agreement Bylaw, 2024, No. 9062**” (City of North Vancouver, 120 St. Georges Avenue, CD-737, Rental Housing Commitments).
2. The Council hereby authorizes The Corporation of the City of North Vancouver to enter into a Housing Agreement substantially in the form attached to this bylaw with The Corporation of the City of North Vancouver and Catalyst Community Developments Society with respect to the lands referenced as ‘Site B’ in “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No 8868” (City of North Vancouver, 200-236 East 1<sup>st</sup> Street and 207-225 East 2<sup>nd</sup> Street, CD-737).
3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

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

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

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

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

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MAYOR

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CORPORATE OFFICER

**PART 2 – TERMS OF INSTRUMENT**

**RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT**

**THIS AGREEMENT** is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

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

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

AND:

**CATALYST COMMUNITY DEVELOPMENTS SOCIETY, NO.  
S0061889**  
309 – 877 East Hastings Street,  
Vancouver, British Columbia,  
V6A 3Y1

(“**Catalyst**”)

AND:

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

(the “**City**”)

**WHEREAS:**

- A. The Owner is the registered and beneficial owner of the Lands and, in that capacity, has or will enter into the Catalyst Lease with Catalyst for construction of the Building on the Lands, which will be subdivided by way of an Air Space Parcel Subdivision after completion of construction. Following this subdivision, Catalyst will lease the Catalyst ASP to be used by Catalyst for non-profit rental housing purposes;
- B. Upon entering into the Catalyst Lease, Catalyst will assume the obligations of the Owner under this Agreement and the Section 219 Covenant contained herein;
- C. The City is a municipal corporation incorporated pursuant to the *Local Government Act*, RSBC 2015, c. 1 (the “**Act**”);
- D. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 (the “**Land Title Act**”), permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in

accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;

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

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

## 1. DEFINITIONS

- (a) “**Act**” has the meaning given in Recital C of this Agreement;
- (b) “**Affordable Rent**” means with respect to each Non-Market Rental Unit a monthly rent payment amount equal to the lowest of, and shall not exceed any of:
  - i. HILs Rent; and
  - ii. eighty percent (80%) of Market Rent; and
  - iii. eighty percent (80%) of CMHC Median Market Rents;
- (c) “**Age of Majority**” means the age of majority as defined in the *Age of Majority Act*, RSBC 1996, c.7, which is 19 years old as of the date of this Agreement;
- (d) “**Agreement**” means this agreement as amended from time to time;
- (e) “**Air Space Parcel Subdivision**” means the subdivision of the Lands by way of depositing an air space plan in respect of the Lands pursuant to Division 9 of the *Land Title Act*, to create the Catalyst ASP and one or more additional air space parcels and a remainder parcel to be owned by the City;
- (f) “**BC Housing**” means the British Columbia Housing Management Commission (or its successor in function);
- (g) “**Building**” means the 18-storey building to be constructed by Catalyst on the Lands which will, at completion, be subdivided by way of the Air Space Parcel Subdivision;
- (h) “**Catalyst ASP**” means the air space parcel to be created by the Air Space Parcel Subdivision and leased to Catalyst pursuant to the Catalyst Lease to be used for Rental Purposes, which parcel will contain 179 Dwelling Units;

- (i) **“Catalyst Lease”** means the lease for the Lands to be entered into by the Owner and Catalyst to allow for the construction of the Building and upon completion of the Air Space Parcel Subdivision, to be converted to a lease between the Owner and Catalyst for the Catalyst ASP and surrendered by Catalyst from the remainder of the Lands and Building, in a form to be agreed to between Catalyst, as lessee and the Owner, as lessor;
- (j) **“CMHC”** means Canada Mortgage and Housing Corporation;
- (k) **“CMHC Median Market Rent”** means the median monthly rent in the City of North Vancouver for primary rental Dwelling Units published for the most recent year by CMHC through its Housing Market Information Portal (<https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/1/1/Canada>), based on CMHC’s Annual Rental Market Survey;
- (l) **“Commencement Date”** has the meaning set out in section 3.1 herein;
- (m) **“Council”** means the municipal council for the City;
- (n) **“Director of Planning”** means the Director of the Department of Planning and Development of the City and his or her successors in function and their respective nominees;
- (o) **“Dwelling Unit”** means a dwelling unit as defined in the City’s “Zoning Bylaw, 1995, No. 6700” as amended from time to time;
- (p) **“Eligible Household”** means a household:
  - i. having a gross annual household income at or below Housing Income Limits;
  - ii. that does not currently own an interest in residential real property anywhere in the world; and
  - iii. that does not own assets (including stocks, bonds, term deposits, mutual funds and cash, real estate equity, business equity in a private incorporated company and such other assets, net of debt, as are valued by BC Housing from time to time to determine eligibility for supportive housing) in excess of: \$400,000 for two bedroom and three bedroom Rental Units and \$300,000 for studio and one bedroom Rental Units;
- (q) **“Housing Income Limits”** or **“HILs”** means the household annual income limit for subsidized housing (for each category of Dwelling Unit), in Vancouver, as determined annually and set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission (or its successor in function), which is derived from CMHC’s Annual Rental Market Survey, or equivalent publication;
- (r) **“HILs Rent”** means rent, expressed monthly, which is no more than 30 percent of Housing Income Limits, for the applicable category of Dwelling Unit;
- (s) **“Lands”** means those lands having a civic address of 120 St. Georges Street and legally described in Part 1 of this instrument;

- (t) “**Land Title Act**” has the meaning given in Recital D of this Agreement;
- (u) “**Market Rent**” means average monthly rent for Dwelling Units with a specific bedroom type and size and in buildings with comparable age, quality and location, as determined by Catalyst based on a market appraisal completed within three months of the proposed start of a tenancy of the rents for at least ten similar Dwelling Units within the City of North Vancouver, and approved by the City;
- (v) “**Market Rental Units**” means all of the residential Dwelling Units in the Catalyst ASP, excluding the Non-Market Rental Units, which are all to be used for Rental Purposes;
- (w) “**Non-Market Rental Units**” means the Dwelling Units in the Catalyst ASP that are to be rented for Affordable Rent to Eligible Households with incomes below Housing Income Limits in accordance with this Agreement;
- (x) “**Over-Housing**” has the meaning given in Section 5.13;
- (y) “**Over-Housing Charge**” means an amount calculated as the difference between Affordable Rent for a Non-Market Rental Unit that is occupied by a tenant experiencing Over-Housing and the Affordable Rent for the Non-Market Rental Unit having fewer bedrooms that the tenant should be occupying and that has been offered by the Owner to that same tenant so that they are not experiencing Over-Housing, in accordance with this Agreement;
- (z) “**Rental Purposes**” means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the RT Act between the Owner and the tenant;
- (aa) “**Rental Units**” means all of the residential Dwelling Units in the Catalyst ASP, including the Non-Market Rental Units, which are all to be used for Rental Purposes;
- (bb) “**RT Act**” means the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time;
- (cc) “**Rezoning Bylaw**” means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8868”;
- (dd) “**Section 219 Covenant**” means a covenant pursuant to Section 219 of the *Land Title Act*;
- (ee) “**Tenancy Agreement**” means an agreement, whether written or oral, express or implied, between the Owner or Catalyst and a tenant respecting possession or occupancy of a Rental Unit and subject to the requirements of the RT Act; and
- (ff) “**Term**” has the meaning set out in section 3.1 herein.

## 2. OBLIGATIONS OF CATALYST

- 2.1 The Owner and Catalyst hereby acknowledge and agree that the Owner has or will grant the Catalyst Lease to Catalyst for the construction of the Building and that upon

completion, the Lands will be subdivided by way of an Air Space Parcel Subdivision. As a part of the Catalyst Lease, the Owner will assign and will require Catalyst to assume all of the rights and obligations of the Owner under this Agreement in relation to the Lands until the Air Space Parcel Subdivision and then, following the Air Space Parcel Subdivision, the rights and obligations relating to the Catalyst ASP only. From and after the Commencement Date, references to the Owner herein will be interpreted to mean Catalyst, including, without limitation, the indemnity in Section 4.3 of this Agreement. On or after the date of the Air Space Parcel Subdivision, the City will release this Agreement from the title to all parcels into which the Lands are subdivided other than the Catalyst ASP.

### **3. TERM**

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

### **4. SECTION 219 COVENANT**

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



employees, agents, contractors, or other persons for whom at law the Owner is responsible;

- (b) the Owner's default under this Agreement; and
- (c) the Owner's ownership, operation, management or financing of the Lands and Building for the provision of housing for Rental Purposes.

## **5. UNIT MIX AND TENANCY RESTRICTIONS**

- 5.1 The unit mix and unit sizes for all Rental Units, including Non-Market Rental Units and Market Rental Units in the Catalyst ASP shall be as set out in Table 1 in Schedule A to this Agreement. The Owner may only change this unit mix with the approval in writing by the Director of Planning.
- 5.2 At least thirty percent (30%) of the Rental Units in the Catalyst ASP (54 units) must, at all times during the Term, be Non-Market Rental Units and the Owner will not lease, rent, license or permit occupancy of a Non-Market Rental Unit except as follows:
  - (a) to an Eligible Household, selected in accordance with Section 6.1(c) of this Agreement;
  - (b) at Affordable Rent;
  - (c) as a principal residence, meaning the usual, main, regular, habitual home of at least one member of the Eligible Household and the place where they reside for at least six months of the year; and
  - (d) pursuant to a Tenancy Agreement.
- 5.3 The Owner will ensure that during the Term, the number of individuals who permanently reside in a Non-Market Rental Unit will be at a minimum of one person per bedroom and a maximum of two persons per bedroom, provided that an increase to the number of minor children below the Age of Majority occupying a bedroom (up to a maximum of three children) during a tenancy shall not be considered a breach of the requirements of this Section 5.3.
- 5.4 The average rent of all Rental Units shall be at least ten percent (10%) below Market Rent for the duration of the Term.
- 5.5 The maximum rent amount for a Rental Unit shall not exceed Market Rent at the start of a Tenancy Agreement.
- 5.6 The Owner shall enter into a minimum one year Tenancy Agreement for each of the Rental Units which will convert to a month to month tenancy at the end of the one year term in accordance with the RT Act.
- 5.7 Tenancy Agreements for Non-Market Rental Units will identify all occupants of the unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the unit for more than 14 consecutive days without prior written consent of the Owner and the City, provided that the tenant's children will not result in a breach of this Section 5.7.

- 5.8 If a tenancy for a Non-Market Rental Unit is ended prior to the end of the Term, the Owner must rent the Non-Market Rental Unit to Eligible Households selected in accordance with Section 6.1(c) at Affordable Rent for each successive tenancy. For greater certainty, at the end of each tenancy, each Non-Market Rental Unit will continue to be rented as a Non-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.
- 5.9 Affordable Rent for Non-Market Rental Units is to be determined at the time of commencement of a tenancy. Rent amounts during a tenancy may then be subsequently increased only by the permitted annual rent increase then set under the RT Act or lesser amount and increases between tenancies are to be in accordance with Section 5.10.
- 5.10 If a tenancy for any Rental Unit is ended prior to the end of the Term, the Owner must only increase the rent to be charged for the next tenancy in that Rental Unit by an amount equivalent to the lesser of:
- (a) the allowable annual rental increase established by the RT Act for continuing tenancies plus five percent; and
  - (b) ten percent,
- provided that if the Owner can demonstrate to the City that the actual operating costs for the Building necessitate an increase in rents for a Rental Unit above the percentages set out in this Section 5.10, the Director of Planning may approve such an increase at their discretion, acting reasonably.
- 5.11 The Owner will not permit a Non-Market Rental Unit to be subleased, or the Tenancy Agreement for a Non-Market Rental Unit to be assigned.
- 5.12 Subject to the requirements of the RT Act and the provisions of this Agreement, the Owner will include in each Tenancy Agreement for a Non-Market Rental Unit, a provision entitling the Owner to terminate the Tenancy Agreement if:
- (a) the Non-Market Rental Unit is occupied by a person(s) other than the persons comprising the Eligible Household and stated in the Tenancy Agreement;
  - (b) the tenant subleases the Non-Market Rental Unit or assigns the Tenancy Agreement for such a unit;
  - (c) the Non-Market Rental Unit is occupied by more than the number of occupants set out in Section 5.3; or
  - (d) the Non-Market Rental Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent.
- 5.13 Subject to any contrary provisions of the RT Act, if a Non-Market Rental Unit having two or more bedrooms becomes occupied by less than one person per bedroom (also known as "**Over-housing**"), the Owner will offer a Non-Market Rental Unit having the correct number of bedrooms to the household experiencing Over-housing when the correctly-sized Non-Market Dwelling Unit becomes available. The tenant will then have 30 days from the date of the offer to accept or refuse the correctly-sized Non-Market Dwelling Unit. If the tenant experiencing Over-housing accepts the offer and moves into the correctly-

sized Non-Market Dwelling Unit, that tenant will not be charged any Over-Housing Charges from the time that they started experiencing Over-housing until the time they move into the correctly-sized Non-Market Dwelling Unit. If the tenant experiencing Over-housing refuses the offer, then after six months from the date of the offer, the Owner will charge that tenant Over-Housing Charges and will provide those amounts to the City. If such Over-housing continues for more than 12 months, then the Over-Housing Charges will increase by 10% per month. The Owner will make best efforts to avoid Over-housing and will advise tenants at the start of a tenancy for a Non-Market Housing Unit having two or more bedrooms that Over-housing Charges will apply in the circumstances set out in this Section 5.13. If there is more than one household experiencing Over-housing, the Owner will offer a correctly-sized Non-Market Rental Unit when it becomes available to households in order of longest tenure.

- 5.14 The Owner will not impose any age-based restrictions on tenants in respect of the Rental Units, provided that it may decline to enter into a Tenancy Agreement for a Rental Unit with a person who has not reached the Age of Majority.
- 5.15 The Owner will not prohibit tenants from having pets in a Non-Market Rental Unit, subject to all applicable provincial, federal and municipal laws and bylaws. The Owner may make reasonable rules and regulations with respect to security deposit requirements, size and number of pets.

## **6. OWNER'S OBLIGATIONS**

6.1 Without limiting section 4.1 of this Agreement:

- (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Non-Market Rental Units, will be borne by the Owner, provided that the Owner may assign or delegate management and operation of the Non-Market Rental Units to a separate non-profit entity with the prior written consent of the City, acting reasonably;
- (b) Advertisement: when the Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Non-Market Rental Units;
- (c) Tenant Selection: the Owner will make the Rental Units available in the following order of priority:
- (i) Eligible Households for Non-Market Rental Units must have household incomes below the Housing Income Limits;
  - (ii) the Owner will first make Rental Units available to Eligible Households who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in

this regard, then applications will be considered on a first come-first-served basis;

- (iii) if there are any remaining Non-Market Rental Units not rented by Eligible Households who meet the criteria in Section 6.1(c)(ii) after the expiry of the one-month advertising period, then the Owner will make such units available to Eligible Households who do not strictly meet the criteria in Sections 6.1(c)(ii) but which do meet the criteria in Section 6.1(c)(i) and the definition of “Eligible Household” in this Agreement; and
  - (iv) to determine the eligibility of a prospective tenant of a Non-Market Rental Unit, the Owner may reasonably rely on information provided by the prospective tenant, provided that the Owner will require all reasonable information necessary to confirm eligibility (including without being exhaustive, the information that is required to be collected under Section 6.1(f)(i), income tax records, employment records, school records, residence and/or employment history). Unless the Owners' reliance is unreasonable, negligent or constitutes willful misconduct, the Owner will have no liability nor will have breached this Agreement if the prospective tenant intentionally or unintentionally provides inaccurate information.
- (d) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (e) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith;
- (f) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will:
- (i) collect the following information from tenants of Non-Market Rental Units on an annual basis: gross annual income from all sources of all members of the tenants' household over the Age of Majority; a statement of asset ownership and the number of occupants in the household;
  - (ii) at Business License renewal on an annual basis, supply to the City copies of any documentation in possession of the Owner (with all personal information redacted) necessary to establish compliance with the Owner's obligations under this Agreement including, without limitation, the determination of Market Rent for any Dwelling Unit and the determination of eligibility for a Non-Market Rental Unit;
  - (iii) ensure that each Tenancy Agreement for a Non-Market Rental Unit includes a provision allowing the Owner to collect, retain and disclose to the City (with all personal information redacted) the information described in this Section 6.1(f) both at the beginning of the tenancy and thereafter on an annual basis, to confirm continued eligibility. The Owner will retain all records related to the Rental Units for at least seven years; and

- (iv) complete a statutory declaration substantially in the form attached as Schedule B and provide the completed document to the Director of Planning by February 1<sup>st</sup> of each year of the term, in respect of the previous calendar year.
- (g) Increased affordability: during the Term, the Owner will make best efforts to increase the affordability of the Rental Units beyond the requirements of this Agreement, including, but not limited to, pursuing all appropriate opportunities for funding, grants and favourable financing;
- (h) Payments Additional to Rent: in addition to Affordable Rent to be paid by tenants of the Non-Market Rental Units, the Owner may charge for the following:
  - (i) the use of storage areas and parking stalls for long-term parking on an exclusive basis together with the costs of fobs and keys, provided that any charges for the use of the storage areas, parking stalls, fobs and keys are reasonable and that the tenants of the Non-Market Rental Units can opt out of such exclusive use of the storage areas and parking stalls without penalty;
  - (ii) proportionate amounts of reasonable cold water charges billed by the Owner, and heat and hot water costs billed by Lonsdale Energy Corporation or its agents; and
  - (iii) reasonable and actual cleaning fees for the Non-Market Rental Unit tenants' exclusive use of any amenity space in the Building,

provided that the Owner may, with the express consent of the Director of Planning, charge reasonable amounts for additional items not listed above that are directly attributable to the tenants of Non-Market Rental Units and are documented to the satisfaction of the Director of Planning; and

- (i) Equal Access: the Owner will ensure that occupants of Non-Market Rental Units will have access to and use of all shared-use property including indoor and outdoor facilities and amenities located in the Building and on the Lands equal to the access and use afforded to tenants of the Rental Units rented at Market Rent.

## 7. DEFAULT AND REMEDIES

- 7.1 The City may, acting reasonably, give to the Owner a written notice (in this section 7.1, the “**Notice**”) requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 7.2 If the default is in respect of the amount of rent being charged for Non-Market Rental Units and is not corrected within the time specified or so soon thereafter as is feasible in the circumstances, the Owner will pay to the City on demand by the City 200 percent of the difference between current Market Rent, as determined by a third-party appraiser, and Affordable Rent for each Non-Market Rental Unit in default for the default year and each year following until the default is remedied. The City agrees that this remedy may be waived by the Director of Planning in circumstances where the overcharge was not intentional.

- 7.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 7.4 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest may be irreparable and not susceptible of adequate monetary compensation.
- 7.5 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 7.6 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 7.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy, including termination of the Catalyst Lease in accordance with its terms. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

## **8. LIABILITY**

- 8.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible; and
  - (b) the Owner's ownership, operation, management or financing of the Lands and/or Catalyst ASP for the provision of housing for Rental Purposes.
- 8.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands and/or Catalyst ASP for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 8.3 The covenants of the Owner set out in sections 8.1 and 8.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach

of the Agreement and to any claims arising under this Agreement during the ownership or lease by the Owner of the Lands.

## **9. GENERAL PROVISIONS**

9.1 The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.

9.2 Nothing in this Agreement:

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

9.3 The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units; and
- (c) without limiting the terms and conditions in this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands or any portion thereof, without liability to anyone for doing so and for clarity, this Agreement will be deemed to have been terminated upon such release and discharge.

9.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, except as otherwise provided herein. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or Catalyst ASP after the date of this Agreement. Without limiting the generality of the foregoing and subject to Section 8.3, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands leased, sold, assigned, considered or otherwise disposed of, occurring after such lease, sale, assignment or other disposition by the Owner.

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

9.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.

9.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

- 9.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 9.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 9.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.
- 9.11 All notices, demands, approvals or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by e-mail transmission, or by personal service, to the following address for each party:

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

The Owner: The Corporation of the City of North Vancouver  
141 West 14<sup>th</sup> Street  
North Vancouver, British Columbia V7M 1H9  
**Attention: Director, Real Estate, Facilities, and Economic Development**  
Email: clerks@cnv.org

Catalyst: Catalyst Community Developments Society  
290 – 1275 Venables Street  
Vancouver, British Columbia V6A 2C9  
**Attention: President**  
Email: info@catalystcommdev.org

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

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



9.14 Time is of the essence in this Agreement.

## **10. INTERPRETATION**

10.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

10.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

10.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

10.4 The words "must" and "will" are to be construed as imperative.

10.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

10.6 This is the entire agreement between the City, Catalyst and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except the Catalyst Lease and as otherwise referred to in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2024, No. 9062".

10.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

10.8 This Agreement may be signed in counterparts and transmitted by pdf email transmission, and each such counterpart or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

10.9 Catalyst, by signing below, agrees to be bound by the terms of this Agreement once it enters into the Catalyst Lease and any contemplated assignment and assumption agreement as set out in Section 2.1:

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

\_\_\_\_\_  
Authorized Signatory  
Name:

\_\_\_\_\_  
Authorized Signatory  
Name:

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

## SCHEDULE A

**TABLE 1: Unit Mix and Unit Sizes**

Unit Type	% Mix	Number of Units	Average Unit Size (Square Feet)
Studio	18.4%	33	400-465
1-Bedroom	40.2%	72	445-485
2-Bedroom	31.3%	56	700-770
3-Bedroom	10.1%	18	760-1000
TOTAL	100%	179	N/A

**SCHEDULE B  
STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF Unit Nos. (collectively,
	)	the " <b>Non-Market Rental Units</b> ") located at
	)	_____
PROVINCE OF BRITISH COLUMBIA	)	(street address), British Columbia, and
	)	Housing Agreement dated _____, 20__
	)	(the " <b>Housing Agreement</b> ") between Catalyst
	)	Community Developments Society and The
TO WIT:	)	Corporation of the City of North Vancouver
	)	(the " <b>City</b> ")

I, \_\_\_\_\_ (*full name*),  
of \_\_\_\_\_ (*address*) in the Province  
of British Columbia, DO SOLEMNLY DECLARE that:

I am \_\_\_\_\_ of Catalyst Community Developments Society and have personal knowledge of the matters set out herein;

This declaration is made pursuant to the terms of the Housing Agreement in respect of the Non-Market Rental Housing Units for each of the 12 months for the period from January 1, 20\_\_ to December 31, 20\_\_ (the "**Period**");

Throughout the Period:

- (a) the Non-Market Rental Units, if occupied, were occupied only by Eligible Households (as defined in the Housing Agreement);
- (b) all Non-Market Rental Units have been rented at Affordable Rent (as defined in the Housing Agreement);
- (c) the average rent for all Rental Units has been at least 10% below Market Rent as defined in the Housing Agreement, except as expressly permitted in the Housing Agreement;
- (d) for tenancies for any Rental Unit that ended during the Period, increases to the rent to be charged for the next tenancy was increased only by an amount equal to the lesser of: (i) the allowable annual rental increases established by the RT Act for continuing tenancies plus five percent (5%), and (ii) ten percent (10%); and
- (e) subject to availability, all Non-Market Rental Units have been rented to Eligible Households, with the number of tenants necessary to avoid overcrowding and Overhousing in accordance with the Housing Agreement.

Appendix 1 is attached to this declaration setting out: the Affordable Rent for each rented Non-Market Rental Unit as of the date of this declaration, the date of tenancy commencement, the time and rate of last increase in the Affordable Rent, and the list of Non-Market Rental Units not rented as of the date of this declaration.






Appendix 1 - Non-Market Rental Units

<b>Unit #</b>	<b>Rented (R) or Unrented (UR)</b>	<b>if rented: Current rent</b>	<b>If rented: Date current tenancy commenced</b>	<b>If rented: Date of last rent increase</b>	<b>If rented: % of last rent increase</b>	<b>Number of occupants</b>

Appendix 2 - Market Rental Units

[attach summary of Market Rent for equivalent units]



 Department Manager	 Director	 CAO
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The Corporation of **THE CITY OF NORTH VANCOUVER**  
**FINANCE DEPARTMENT**

**REPORT**

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To: Mayor Linda Buchanan and Members of Council

From: Larry Sawrenko, Chief Financial Officer

Subject: 2024 APPROPRIATIONS #2.2 – NORTH SHORE NEIGHBOURHOOD  
HOUSE PROJECT

Date: July 10, 2024 File No: 05-1705-30-0019/2024

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

**RECOMMENDATION**

PURSUANT to the report of the Chief Financial Officer, dated July 10, 2024, entitled “2024 Appropriations #2.2 – North Shore Neighbourhood House Project”:

THAT (Funding Appropriation #2422) an amount of \$35,000,000 be appropriated from the North Shore Neighbourhood House and City Parks Fund for the purpose of funding the 2024-2028 Capital Plan;

AND THAT should any of the amount remain unexpended as at December 31, 2028, the unexpended balance shall be returned to the credit of the North Shore Neighbourhood House and City Parks Fund.

**ATTACHMENTS**

1. 2024-2028 Capital Plan Appropriations (CityDocs [2542685](#))
2. Information Report by the Deputy Director, Civic Development and Strategic Initiatives– re: 2024-2028 Capital Plan – Projects over \$500,000: Funding Appropriation - NSNH Hub Phase 2 (CityDocs [2548404](#))

## SUMMARY

This report follows the adoption of the 2024-2028 Financial Plan Amendment Bylaw, 2024, No. 9024 and the North Shore Neighbourhood House and City Parks Loan Authorization Bylaw, 2024, No. 9006 and recommends appropriation of the funding needed to continue delivery of the North Shore Neighborhood House project.

The project recommended for appropriation in this report is funded by the NSNH and City Parks Loan, which received final approval from the Inspector of Municipalities on July 4, 2024 and the Municipal Finance Authority on July 15, 2024.

## DISCUSSION

This report recommends that funds be appropriated so work can continue on the North Shore Neighborhood House project included in CNV's Financial Plan. **Attachment #2** provides additional information.

Following this recommended \$35,000,000 appropriation, \$20,700,000 of the \$55,700,000 NSNH and City Parks Loan remains to be allocated by Council. The remaining maximum allocations included in CNV's borrowing Bylaw No. 9006 are as follows:

<b>Project</b>	<b>Amount Remaining</b>
NSNH	\$14,500,000
Kings Mill Walk Park	4,300,000
1600 Eastern Park	1,900,000
<b>Total Remaining Funding</b>	<b>\$20,700,000</b>

The next appropriation request relating to 1600 Eastern Parks is expected to be in Q3 2024, and for Kings Mill Park in Q1 2025.

## FINANCIAL IMPLICATIONS

Sections 173(1) and 173(2) of the Community Charter specifies that a municipality must not make an expenditure unless it is included in its Financial Plan for that year. Funding for the recommended expenditures is included in year 2024 of the 2024-2028 Financial Plan approved by Council April 15<sup>th</sup>, 2024 and confirmed in the 2024-2028 Revised Financial Plan approved by Council on June 17<sup>th</sup>, 2024. Appropriation is the final step in the funding of these projects and, if approved, will allow funds to be expended.

Sufficient funding is available for the recommended appropriations. North Shore Neighbourhood House and City Parks Loan Authorization Bylaw, 2024, No. 9006 received a Certificate of Approval from the Inspect of Municipalities of British Columbia on July 4, 2024. CNV also received approval of the loan facility from the Municipal Finance Authority on July 15, 2024, and expected to have the loan facility fully in place by July 31, 2024. Funds will only be drawn from this facility as needed, keeping overall interest costs to a minimum.



## **INTER-DEPARTMENTAL IMPLICATIONS**

The Financial Plan is a reflection of CNV's policies and the work plans of all CNV departments. Finance staff relied on their close working relationships with the DCAO department in the development of this Report and its recommendations.

## **STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS**

The projects in CNV's Financial Plans are consistent with the City's 2014 Official Community Plan and Council's Strategic Plan.



RESPECTFULLY SUBMITTED:

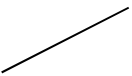


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Larry Sawrenko  
Chief Financial Officer

**2024-2028 Captal Plan Appropriations**

Ref #	Project Name	Dept	Lead	Total 2024 Project Amount	Appropriated to date	Appropriation Request	Remaining Balance	Description
<b>Appropriation 2422 - Alternative Approval Process Fund</b>								
2 - 16	NSNH Hub Phase 2 - Design & Construction	Office of the Deputy CAO: Strategic Initiatives	Robert Skene	49,500,000	-	35,000,000	14,500,000	Funding for design development, detailed design, tendering, construction, and project management of the North Shore Neighbourhood House (NSNH), including the shell and tenant improvements, in coordination with project partners.
<b>Total Appropriation 2422 - Alternative Approval Process Fund</b>				<b>49,500,000</b>	<b>-</b>	<b>35,000,000</b>	<b>14,500,000</b>	
<b>Grand Total</b>				<b>49,500,000</b>	<b>-</b>	<b>35,000,000</b>	<b>14,500,000</b>	



 Department Manager	 Director	 CAO
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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: 2024-2028 CAPITAL PLAN – PROJECTS OVER \$500,000: FUNDING APPROPRIATION – NSNH HUB PHASE 2

Date: July 10, 2024 File No: 02-0800-30-0022/1

***2024-2028 Capital Plan – NSNH Design & Construction***

	2024	2025	2026	2027	2028	Total
City Contributions	\$49,500,000	\$	\$	\$	\$	\$49,500,000
External Contrib.	\$ -	\$	\$	\$	\$	\$ -
<b>Total</b>	<b>\$49,500,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$49,500,000</b>

## PURPOSE

The purpose of this report is to provide rationale for the appropriation of funding for the North Shore Neighbourhood House (NSNH) Phase 2 construction in the amount of \$35,000,000, as part of the 2024-2028 Capital Plan.

## DISCUSSION

The NSNH Phase 2 project is associated with the broader redevelopment of the NSNH Hub site located between East 1<sup>st</sup> Street and East 2<sup>nd</sup> Street on the west side of St. Georges Avenue. The NSNH Hub Phase 2 redevelopment includes the delivery of ~180 non-profit rental housing units to be leased and operated by Catalyst Community Development Society (Catalyst) and a new CNV-owned facility for the NSNH. The project timeline for NSNH Hub Phase 2 has advanced from 2028-2030 to begin construction as early as September 2024 in order to leverage housing funding in the new provincial BC Builds housing program. This appropriation is necessary to enable construction of the enhanced shell of the NSNH concurrent with construction of the housing component by Catalyst, and for planning to continue for tenant improvements.

The NSNH Phase 2 project includes the following scope: design, construction of the enhanced shell and tenant improvements. The tenant improvements will follow

construction of the enhanced shell, and appropriation of the remaining funding will be requested at a later date.

### **FINANCIAL IMPLICATIONS**

A total of \$49,500,000 has been included in the in 2024-2028 Capital Plan with funding identified for design development, detailed design, tendering, construction and project management, including CNV staff oversight.

### **STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS**

The NSNH site redevelopment directly addresses priorities of the 2022-2026 Council Strategic Plan, especially those related to ‘A City for People’ and ‘A Resilient City’. These priorities call for increasing the number of housing units (including workforce housing units), improving access to childcare, more residents with safe and convenient access to transit and active transportation infrastructure, and supporting transition to LEC. Also, in reference to these strategic priorities, the proposal is in alignment with the preliminary vision and goals of the upcoming Community Wellbeing Strategy, Climate and Environment Strategy and Mobility Strategy.

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

RESPECTFULLY SUBMITTED:



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Robert Skene  
Deputy Director, Civic Development and  
Strategic Initiatives