

AGENDA ADDENDUM

REGULAR MEETING OF COUNCIL

Monday, July 20, 2026

7:00 p.m.

Council Chambers, Municipal Hall

355 West Queens Road

North Vancouver, BC

Watch at <https://dnvorg.zoom.us/j/64484156494>

Council Members:

Mayor Mike Little

Councillor Jordan Back

Councillor Betty Forbes

Councillor Jim Hanson

Councillor Herman Mah

Councillor Lisa Muri

Councillor Catherine Pope



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355 West Queens Road, North Vancouver

AGENDA ADDENDUM

We respectfully acknowledge the original peoples of these lands and waters, specifically the səlilwətał (Tsleil-Waututh), Skwxwú7mesh Úxwumixw (Squamish), and xʷməθkʷəy̓əm (Musqueam), on whose unceded ancestral lands the District of North Vancouver is located. We value the opportunity to learn, share, and serve our community on these unceded lands.

THE FOLLOWING LATE ITEMS ARE ADDED TO THE PUBLISHED AGENDA

8. REPORTS FROM COUNCIL OR STAFF

- 8.2. Bylaw 8778 –100 Amherst Avenue (Chemtrade) – Section 219 Covenant** **p.7-27**
File No. 08.3060.20/042.25

Report: Manager, Development Planning, July 16, 2026
Attachment 2: Section 219 Covenant – 100 Amherst Avenue

- 8.13. Amendment to Councillor Mah’s Resolution regarding Request for Public Inquiry Regarding the NSWWTP by the Inspector of Municipalities** **p.29-31**
File No.

Report: Mayor Mike Little, July 17, 2026

Recommendation:

THAT Council amend the following resolution from the July 6, 2026 regular meeting to replace the phrase “section 765 of the Local Government Act (“the Act”)” with the phrase “relevant legislation, including section 59 of An Act to Incorporate the Greater Vancouver Sewerage and Drainage District and section 765 of the Local Government Act”:

WHEREAS the District recognizes the need for accountability and transparency of Metro Vancouver's management of the North Shore Wastewater Treatment Plant (NSWWTP) project;

WHEREAS North Shore residents have been burdened with a disproportion share of the cost overruns and have faced project delays and ongoing uncertainty associated with the NSWWTP project;

THEREFORE BE IT RESOLVED THAT the District of North Vancouver Council submit a complaint to the Inspector of Municipalities of British Columbia regarding Metro Vancouver's management of the NSWWTP, pursuant to section 765 of the Local Government Act ("the Act");

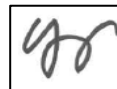
AND THAT the complaint specifically requests:

- 1. A public inquiry into the NSWWTP cost overruns, to restore public confidence and establish an independent record of what occurred;*
- 2. A provincial review of Metro Vancouver's governance framework, particularly the mechanisms by which it can borrow billions on behalf of member municipalities without their meaningful consent; and*
- 3. A fairness mechanism to protect municipalities from bearing the cost of massive, uncontrolled escalations on regional mega-projects over which they have no effective oversight.*

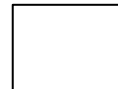
REPORTS

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AGENDA INFORMATION	
☐ Regular Meeting	Date: _____
☐ Other:	Date: _____
☒ Addendum:	Date: July 20, 2026



 Dept.
Manager



 GM/
Director



 CAO

The District of North Vancouver REPORT TO COUNCIL

July 16, 2026

Case: PLN2025-00042

File: 08.3060.20/042.25

AUTHOR: Yan Zeng, Manager, Development Planning

SUBJECT: Bylaw 8778 – 100 Amherst Avenue (Chemtrade) – Section 219 Covenant

RECOMMENDATION:

THAT the report titled “Bylaw 8778 – 100 Amherst Avenue (Chemtrade) – Section 219 Covenant”, dated July 16, 2026, and the attached Section 219 Covenant be received for information.

REASON FOR REPORT:

This report is an agenda addendum to Item 8.2 on Monday July 20, 2026 Regular Council meeting agenda. It provides the Section 219 covenant for Council information when considering adoption for Bylaw 8778.

DISCUSSION:

The attached Section 219 Covenant has been prepared and is now available for Council consideration (see ATTACHMENT 1).

The Covenant includes the following commitments:

- Requiring a detailed Building Permit QRA before any building permit is issued;
- Requiring the proposed works to be constructed and operated in accordance with the plans, specifications, assumptions, requirements, recommendations, limitations, and restrictions identified through the QRA process, including safety upgrades, removal, decommissioning or repurposing of liquid chlorine fixed storage tanks, and the requirement that liquid chlorine railcar loading and related compression/condensing facilities be located within purpose-designed buildings;
- Requiring an As-Built QRA before an occupancy permit is issued for the improved facilities;
- Securing specific limitations and requirements related to liquid chlorine storage;
- Prohibiting the storage or transportation of liquid chlorine by barge;

- Requiring commercially reasonable 24/7 on-site security and cybersecurity monitoring;
- Requiring commitments regarding community education and awareness and emergency response training associated with the Chlorine Plant and its operation;
- Requiring an 8-year QRA by August 31, 2038;
- Requiring a 10-year QRA by August 31, 2040. If the 10-year QRA is not provided, or does not provide the required confirmations to the satisfaction of the District, liquid chlorine operations on the lands must cease until a satisfactory QRA is provided;
- Requiring an independent Best Available Technology (Economically Achievable) review in 2040, with the final BAT report to be provided to the District by December 31, 2040; and
- Securing a sunset clause requiring all liquid chlorine operations on the lands to terminate on the earlier of December 31, 2046, or the expiry or earlier termination of the Port lease.

CONCLUSION:

The Section 219 covenant will secure Chemtrade's commitments as described in this report (again, see ATTACHMENT 1).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Yan Zeng', with a stylized, cursive script.

Yan Zeng, Manager, Development Planning

Attachment:

1. Section 219 Covenant – 100 Amherst Avenue

REVIEWED WITH:		
☐ Community Planning	_____	☐ Clerk's Office
☐ Development Planning	_____	☐ Communications
☐ Development Engineering	_____	☐ Finance
☐ Utilities	_____	☐ Fire Services
☐ Engineering Operations	_____	☐ ITS
☐ Parks	_____	☒ Solicitor
☐ Environment	_____	☐ GIS
☐ Facilities	_____	☐ Real Estate
☐ Human Resources	_____	☐ Bylaw Services
☐ Review and Compliance	_____	☐ Development Services
		External Agencies:
		☐ Library Board
		☐ NS Health
		☐ RCMP
		☐ NVRC
		☐ Museum & Arch.
		☐ Other:

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TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT (the “**Agreement**”) dated for reference the 17th day of July, 2026.

BETWEEN:

CHEMTRADE ELECTROCHEM INC. (Inc. No. A0101874), a company incorporated under the laws of Alberta and extra provincially registered in British Columbia under no. A0083704 having an office at 155 Gordon Baker Road, Suite 300 Toronto, ON, M2H 3N5

(the “**Covenantor**”)

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “**District**”)

GIVEN THAT:

- A. The Covenantor is the registered owner in fee simple of Lands in the District of North Vancouver, Province of British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the “**Lands**”);
- B. The Covenantor desires to relocate to the Lands (and then continue on the Lands) the manufacturing and storage of liquid chlorine currently being manufactured on the lands adjacent to the Lands outlined in bold on the sketch plan attached hereto as Schedule “A” (the “**Adjacent Port Lands**”), which said Adjacent Port Lands the Covenantor leases from the Vancouver Fraser Port Authority;
- C. For the aforesaid purpose, the Lands must be rezoned because manufacturing and storage of liquid chlorine is currently prohibited on the Lands under the District’s Zoning Bylaw No. 3210, 1965;
- D. The elected Council of the District is considering such rezoning of the Lands;
- E. To ensure that the rezoning is in the public interest, the Covenantor has offered to enter into this Agreement on the terms and conditions set out in this Agreement; and

- F. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land.

THIS AGREEMENT is evidence that, pursuant to s. 219 of the *Land Title Act*, and in consideration of \$10.00 paid by the District to the Covenantor, and other good and valuable consideration (the receipt and sufficiency of which the Covenantor acknowledges), the Covenantor grants to and covenants with the District as follows:

1. Definitions – In this Agreement:

- (a) “*Adjacent Port Lands*” has the meaning given to it in Recital B;
- (b) “*As-Built QRA*” has the meaning given to it in Section 7(a);
- (c) “*Base-Line QRA*” means the As-Built QRA;
- (d) “*BAT*” has the meaning given to it in Section 11;
- (e) “*Building Permit QRA*” has the meaning given to it in Section 3(a);
- (f) “*Business Day*” has the meaning given to it in Section 31;
- (g) “*Chlor-Alkali Covenant*” means the section 219 covenant to be registered against the Lands in favour of the District as contemplated in Section 3(c);
- (h) “*Chlor-Alkali Facilities*” means all chlor-alkali receiving, producing, manufacturing, processing, liquefaction, handling, storage, shipping and distributing facilities and all other facilities necessary or incidental thereto;
- (i) “*Chlorine Plant*” means the Proposed Relocation Project after it is completed;
- (j) “*District Indemnities*” has the meaning given to it in Section 13;
- (k) “*Dispute*” has the meaning given to it in subsection 24(a);
- (l) “*Director*” has the meaning given to it in subsection 2(g);
- (m) “*Final Occupancy Permit*” means the final occupancy permit issued by the District authorizing the occupancy and operation of the Chlorine Plant for its intended use;
- (n) “*Independent Risk Manager*” means BakerRisk or, in the event BakerRisk is no longer available, another qualified independent professional engineering firm retained by the Covenantor;
- (o) “*Initial QRA*” means the quantitative risk assessment final report prepared for the Covenantor by BakerRisk dated February 3, 2026;

- (p) “*Lands*” has the meaning given to it in Recital A;
- (q) “*Liquid Chlorine Operations*” means all operations involved in receiving, manufacturing, processing, liquefaction, handling, storage, loading, shipping and distribution of liquid chlorine;
- (r) “*Liquid Chlorine Operations End Date*” has the meaning given to it in Section 12;
- (s) “*LTO*” means the Vancouver/New Westminster Land Title Office;
- (t) “*MIACC Guidelines*” has the meaning given to it in subsection 3(a)(ii);
- (u) “*Option to Purchase*” means the option to purchase the Lands registered in the LTO under number BB665201 in favour of the Port Authority;
- (v) “*Prior Agreements*” means collectively:
 - (i) the section 219 Covenant registered against the Lands in favour of the District under No. BB4002648;
 - (ii) the section 219 Covenant registered against the Lands in favour of the District under No. BB4002655;
 - (iii) the section 219 Covenant registered against the Lands in favour of the District under No. BN324243; and
 - (iv) the Agreement between the District and successors in title to the Covenantor entitled “Implementation Agreement – Chlorine Storage Limitation” and dated May 31st, 1996, as modified by an amending agreement dated for reference September 18, 2008;
- (w) “*Plans and Specifications*” has the meaning given to it in subsection 3(a);
- (x) “*Port Authority*” means the Vancouver Fraser Port Authority;
- (y) “*Port Lease*” means the Covenantor’s lease with the Port Authority in respect of the Adjacent Port Lands as of the date hereof, as amended, renewed, replaced or supplemented from time to time;
- (z) “*Pre-Existing Operations Facilities*” means all existing facilities on the Lands as of the date of this Agreement involved in receiving, manufacturing, processing, liquefaction, handling, storage, loading, shipping and distribution of chlor-alkali products;
- (aa) “*Proposed Relocation Project*” means the construction and installation of new structures and facilities, the removal of existing structures and facilities, and the addition to or upgrading of other structures and facilities, including Chlor-Alkali Facilities, on the Lands and on the Adjacent Port Lands for receiving, producing,

manufacturing, processing, liquefaction, handling, storage, shipping and distributing liquid chlorine;

- (bb) “*Technical Dispute*” has the meaning given to it in subsection 24(c);
- (cc) “*Temporary Occupancy Permit*” has the meaning given to it in subsection 7(c); and
- (dd) “*Ten-Year QRA*” has the meaning given to it in subsection 10(a).

2. No Build Covenant - Except as specifically permitted in subsection 2(e) to 2(g), the Covenantor covenants and agrees with the District that:

- (a) the Lands will not be used for any Liquid Chlorine Operations;
- (b) no building or structure related to Liquid Chlorine Operations shall be built or installed on the Lands;
- (c) the Proposed Relocation Project shall not be commenced; and
- (d) the District will not issue any building permit in respect of any building or structure on the Lands related to Liquid Chlorine Operations,

unless and until all of the conditions set out in Section 3 herein have been satisfied. The covenants set forth in this Section 2 shall not be contravened by:

- (e) any site preparation work on the Lands including without limitation removal of vegetation, exploratory excavation, the work required for the completion of engineering studies, the deposit thereon of fill and preloading;
- (f) use of the Pre-Existing Operations Facilities for Liquid Chlorine Operations in compliance with the Prior Agreements and applicable laws; or
- (g) any other servicing or site investigation work not captured in the foregoing subsections (e) and (f), as approved in writing by the District’s Director of Engineering or his or her delegate (the “**Director**”), acting reasonably.

3. Conditions – The conditions referred to in Section 2 are as follows:

- (a) receipt by the District of a detailed quantitative risk assessment prepared by an Independent Risk Manager (the “**Building Permit QRA**”) based on the detailed project plans and specifications (including the proposed building permit plans and specifications) (the “**Plans and Specifications**”) for the Proposed Relocation Project:
 - (i) confirming that the risk contours associated with the Proposed Relocation Project (and with its operation after construction and installation are completed) remain substantially similar in all material respects to those

delineated and described in the Initial QRA. For the purpose of this section 3, outward movement or expansion of the 10^{-4} , 10^{-5} and 10^{-6} risk contours delineated and described in the Initial QRA is and will be deemed to be substantial and material, and would not satisfy this subsection 3(a)(i);

- (ii) confirming that the Proposed Relocation Project (and the Liquid Chlorine Operations which will be associated therewith after construction and installation are completed), if constructed in accordance with said Plans and Specifications, will meet or exceed in all material respects then current guidelines in accordance with the Process Safety Management Division (“MIACC”) or, if MIACC no longer exists, then in accordance with then-comparable and recognized industry land use planning guidelines (the “MIACC Guidelines”); and
 - (iii) setting out all of the assumptions, and all of the requirements, recommendations, conditions, limitations and restrictions, upon which said confirmations are based, including assumptions, requirements, recommendations, conditions, limitations and restrictions relating to the Lands and the Adjacent Port Lands leased to the Covenantor;
- (b) receipt by the District, on a confidential basis, of a security vulnerability assessment prepared by an independent qualified professional in relation to the Proposed Relocation Project and the Liquid Chlorine Operations which will be associated therewith after construction and installation are completed. The assessment shall be marked as confidential and shall be used by the District solely for the purpose of evaluating the building permit application. The District shall not disclose the assessment to any third parties (other than members of the North Vancouver detachment of the RCMP) and shall treat it as confidential information, including, without limitation, as information the disclosure of which could reasonably be expected to compromise public safety and security;
- (c) an additional covenant under section 219 of the *Land Title Act* (in addition to the section 219 covenants in this Agreement), executed by the Covenantor and by the District, in form and substance acceptable to the Director, acting reasonably, must be fully registered at the LTO in favour of the District against title to the Lands in priority to all financial charges including the Option to Purchase, which said covenant will contain the following provisions:
- (i) that the Proposed Relocation Project must be constructed in compliance with the Plans and Specifications, and must incorporate all conditions, recommendations, requirements, limitations and restrictions contained in the Building Permit QRA including without limitation, stipulated safety upgrades, removal, decommissioning and/or repurposing of liquid chlorine fixed storage tanks, and a requirement that all liquid chlorine rail car loading facilities must be located within the building designed for that purpose, and a requirement that liquid chlorine compression and

condensing facilities must be located in a building designed for that purpose;

- (ii) that the Proposed Relocation Project, once constructed, will be operated in accordance with the assumptions, requirements, recommendations, conditions, limitations and restrictions contained in the Initial QRA;
 - (iii) specific and detailed limitations, requirements and restrictions on storage of liquid chlorine, and rail car storage and staging as set out in the Initial QRA;
 - (iv) Covenantor agreements, obligations and covenants to replace the Covenantor's agreements, obligations and covenants contained in the Prior Agreements, including in relation to reporting, inspection, monitoring, compliance and enforcement;
 - (v) a prohibition on the storage or transportation of liquid chlorine in barges;
 - (vi) Covenantor agreements, obligations and covenants with respect to the Liquid Chlorine Operations relating to commercially reasonable 24/7 on-site security and cybersecurity monitoring, continued use of onsite security and surveillance systems, maintenance of perimeter security, inclusion of rail areas in security monitoring, compliance with applicable laws (including but not limited to Transport Canada security requirements), and periodic security audits, cybersecurity assessments or reporting (subject to confidentiality and freedom of information requirements), and confidential reporting of high-level audit findings to the District at reasonable regular intervals and of such reasonable level of details as agreed by the parties;
 - (vii) reasonable commitments regarding community education and awareness and emergency response training associated with the Chlorine Plant and its operation; and
 - (viii) Covenantor agreements, obligations and covenants relating to use of liquid chlorine railcars that meet or exceed applicable federal standards for the transportation of liquid chlorine; and
- (d) the Covenantor has obtained a priority agreement subordinating the Option to Purchase and all other financial charges registered against title to the Lands, if any, to this Agreement, and said priority agreement is fully registered against title to the Lands at the LTO.

4. **Release of No Build Covenant** – The District agrees that the Covenantor is entitled to give notice to the District requiring the District to execute and deliver to the Covenantor a modification, in registrable form, to remove and discharge the no build covenant contained in Section 2 of this Agreement if the Director determines, in his or her sole discretion, acting reasonably, as at the date on which the Covenantor gives notice to the

District under this section, that all conditions set out in Section 3 of this Agreement have been performed and that there is no breach or default under this Agreement. The Covenantor is responsible for the preparation of the registrable modification under this section and for the cost of registration.

5. **Discharge of this Agreement if No Rezoning** – The District agrees that if the District of North Vancouver Zoning Bylaw 3210, 1965 Amendment Bylaw 8778, 2026 is not adopted by the District’s Council before December 31, 2026 the Covenantor is entitled to require the District to execute and deliver to the Covenantor a discharge, in registrable form, of this Agreement from title to the Lands, with the Covenantor being responsible for preparation of that discharge and the cost of its registration.

6. **Prior Agreements**

- (a) Despite and subject to Section 7 below, the Covenantor may continue to use the Pre-Existing Operations Facilities on the Lands in compliance with the Prior Agreements after the building permit for the Proposed Relocation Project has been issued by the District and before a Final Occupancy Permit for the Proposed Relocation Project has been issued by the District.
- (b) The District and the Covenantor covenant and agree that the Prior Agreements will terminate as of the date that the Final Occupancy Permit is issued by the District for the Proposed Relocation Project.
- (c) After issuance of the Final Occupancy Permit by the District:
 - (i) the District agrees that the Covenantor is entitled to give notice to the District requiring the District to execute and deliver to the Covenantor discharges in registrable form of the registrations of the Prior Agreements (as applicable). The Covenantor is responsible for the preparation of the discharges under this section and for the cost of registration; and
 - (ii) all Liquid Chlorine Operations on the Lands must comply with this Agreement and the Chlor-Alkali Covenant.

7. **Occupancy and Use Restriction**

- (a) Subject to subsection 7(b), no building or structure on the Lands shall be occupied and the Covenantor shall not apply for a Final Occupancy Permit in respect of any building or structure on the Lands directly related to the Proposed Relocation Project and the Lands will not be used for any Liquid Chlorine Operations (except to the limited extent as set out in Subsection 6(a)), unless and until receipt by the District of a detailed verification quantitative risk assessment prepared by an Independent Risk Manager (the “**As-Built QRA**”) for the Chlorine Plant:
 - (i) confirming that the Chlorine Plant complies in all material respects with the Plans and Specifications;

- (ii) confirming that the risk contours associated with the Chlorine Plant (and all Liquid Chlorine Operations associated therewith) remain substantially similar in all material respects to those delineated and described in the Initial QRA. For the purpose of this section 7, outward movement or expansion of the 10^{-4} , 10^{-5} and 10^{-6} risk contours delineated and described in the Initial QRA is and will be deemed to be substantial and material, and would not satisfy this subsection 7(a)(ii); and
- (iii) confirming that the Chlorine Plant (and all Liquid Chlorine Operations associated therewith) will meet or exceed then current guidelines in accordance with the MIACC Guidelines.
- (b) The covenant set forth in subsection 7(a) shall be effective as of the date that a building permit is issued by the District for the Proposed Relocation Project, and, for greater certainty, shall have no force and effect prior to that date.
- (c) Notwithstanding any other provision of this Agreement, the District may, after the condition in section 7(a) is satisfied, in its discretion and in accordance with applicable law issue a temporary occupancy permit for the use of the Lands for Liquid Chlorine Operations, or similar approval in respect of the Proposed Relocation Project (a “**Temporary Occupancy Permit**”). The District may attach reasonable conditions to the Temporary Occupancy Permit. For clarity, such conditions may include, but are not limited to, a condition subsequent stipulating that the Final Occupancy Permit must be applied for and issued within a six (6) month period after issuance of the Temporary Occupancy Permit (unless otherwise agreed in writing by the parties), and conditions respecting commissioning activities, phased occupancy, reporting requirements, completion schedules, performance testing, environmental monitoring and the completion of outstanding works.

8. Commissioning, Transition Period, and Termination of Production and Storage of Liquid Chlorine on Adjacent Port Lands

- (a) The parties acknowledge that the Proposed Relocation Project contemplates the orderly commissioning of the Chlorine Plant and the phased transition of operations from the Adjacent Port Lands to the Chlorine Plant. Accordingly, a Temporary Occupancy Permit may authorize activities including but not limited to:
 - (i) equipment installation, testing and commissioning;
 - (ii) operator training;
 - (iii) receipt and storage of raw materials;
 - (iv) phased commencement of production operations;

- (v) parallel operation of Liquid Chlorine Operations on the Adjacent Port Lands and the Chlorine Plant for a limited transition period; and
- (vi) decommissioning, closure or repurposing activities related to Liquid Chlorine Operations on the Lands and Adjacent Port Lands,

notwithstanding that certain non-safety-critical works, site improvements, administrative requirements or other matters required for final occupancy remain outstanding.

- (b) The District shall not unreasonably withhold, condition or delay the issuance of a Temporary Occupancy Permit where the condition in section 7(a) has been satisfied and all applicable requirements and conditions for the issuance of the Temporary Occupancy Permit have been satisfied.
 - (c) The Covenantor acknowledges and agrees that:
 - (i) pursuant to the Port Lease, the Covenantor's right to receive, manufacture, store, and distribute liquid chlorine on the Adjacent Port Lands ends on July 1, 2030, unless otherwise agreed between the Port Authority and Covenantor, provided that any extension of the July 1, 2030 end date does not extend past the termination date of the Temporary Occupancy Permit;
 - (ii) subject to the terms of a Temporary Occupancy Permit, it is a condition of the use of the Lands for Liquid Chlorine Operations as set out in this Agreement and the Chlor-Alkali Covenant, that the use of the Adjacent Port Lands for these purposes ceases at the earlier of:
 - A. July 1, 2030; or
 - B. the date that a Final Occupancy Permit is issued by the District for the Chlorine Plant.
9. **8-Year Quantitative Risk Assessment** – By no later than August 31, 2038, the Covenantor shall confirm in writing to the Director that it has obtained a detailed quantitative risk assessment prepared by an Independent Risk Manager identifying and recommending measures to address:
- (a) changes, if any, in the risk contours associated with the Liquid Chlorine Operations on the Lands from those substantially similar in all material respects to those delineated and described in the Base-Line QRA. For the purpose of this section 9, outward movement or expansion of the 10^{-4} , 10^{-5} and 10^{-6} risk contours delineated and described in the Base-Line QRA is and will be deemed to be substantial and material, and would not satisfy this subsection 9(a);
 - (b) aspects, if any, of the Liquid Chlorine Operations that do not meet or exceed then current guidelines in accordance with the MIACC Guidelines; and

- (c) assumptions, recommendations, conditions, requirements, restrictions and limitations contained in the Base-Line QRA, if any, that are no longer being satisfied or met, or are no longer valid or applicable.

10. 10-Year Quantitative Risk Assessment

- (a) By no later than August 31, 2040, the Covenantor shall obtain and provide to the District a detailed quantitative risk assessment (the “**Ten-Year QRA**”) prepared by an Independent Risk Manager:
 - (i) confirming that the risk contours associated with the Chlorine Plant as at June 30, 2040 (and all Liquid Chlorine Operations associated therewith) are substantially similar in all material respects to those delineated and described in the Base-Line QRA, or have improved. For the purpose of this section 10, outward movement or expansion of the 10^{-4} , 10^{-5} and 10^{-6} risk contours delineated and described in the Base-Line QRA is and will be deemed to be substantial and material, and would not satisfy this subsection 10(a)(i); and
 - (ii) confirming that the Chlorine Plant as at June 30, 2040 (and all Liquid Chlorine Operations associated therewith) will meet or exceed then current guidelines in accordance with the MIACC Guidelines.
- (b) In the event that the Covenantor does not deliver the Ten-Year QRA to the District within the time stipulated in subsection 10(a), or in the event that the Ten-Year QRA does not contain the confirmations in subsections 10(a)(i) and (ii) to the satisfaction of the Director, then Liquid Chlorine Operations on the Lands must cease until such time as a Ten-Year QRA that contains the confirmations in subsections 10(a)(i) and (ii) is provided.

11. Best Available Technology (Economically Achievable) Review (“BAT”)

- (a) In 2040 the Covenantor will engage a qualified independent engineering firm to assess whether the Chlorine Plant continues to reflect the BAT for risk mitigation and operational safety.
- (b) The independent reviewer selected by the Covenantor must be approved in writing by the Director, acting reasonably, prior to commencing the BAT review
- (c) By no later than December 31, 2040 the Covenantor shall provide to the District a BAT report prepared by the approved independent reviewer in respect of the BAT review.

12. Sunset Clause – All Liquid Chlorine Operations on the Lands shall terminate on the earlier of December 31, 2046 or the expiry or earlier termination of the Port Lease (the “Liquid Chlorine Operations End Date**”).**

13. **Indemnity** –The Covenantor releases, indemnifies and saves harmless the District, its elected and appointed officials, officers, and employees (the “**District Indemnitees**”), from and against all liabilities, claims, actions, suits, damages, losses, costs, debts, fines, penalties, taxes, demands and expenses, including reasonable legal fees and disbursements actually incurred by the District Indemnitees in connection with any such liabilities, claims, actions, suits, damages, losses, costs, debts, fines, penalties, taxes, demands and expenses, whether arising from death, bodily injury, property damage, property loss, economic loss or any other loss or damage of any kind whatsoever, suffered or incurred by the District Indemnitees, or anyone else, arising directly or indirectly or in any way related to: (a) the negligence or wilful misconduct of the Covenantor or its employees, contractors or agents in the performance of this Agreement; (b) the performance by the Covenantor of this Agreement; or (c) default by the Covenantor under or in respect of this Agreement. The District Indemnitees shall give the Covenantor prompt written notice of any matter for which indemnification may be sought under this Section. Failure to provide such notice shall not relieve the Covenantor of its indemnification obligations except to the extent the Covenantor is materially prejudiced by such failure. The District shall take all reasonable steps to mitigate any losses, damages, liabilities, costs or expenses for which indemnification may be sought under this Section, and the Covenantor shall not be liable for any losses, damages, liabilities, costs or expenses to the extent attributable to the District’s failure to do so. The Covenantor shall have the right, at its expense and upon written notice to the District, to participate in or assume the defence of any third-party claim giving rise to indemnification under this Section with counsel reasonably acceptable to the District. The District shall reasonably cooperate in the defence of such claim at the Covenantor's expense. Neither the District nor any District Indemnitee shall settle or compromise any third-party claim for which indemnification is sought without the Covenantor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. For greater certainty, the Covenantor shall have no obligation to indemnify any District Indemnitee for any claim arising to the extent of the negligent acts of the District.
14. **Costs** – The Covenantor shall comply with all requirements of this Agreement at its own cost and expense.
15. **District’s Expenses** – The Covenantor shall pay the costs and expenses incurred and payments and expenditures made by the District, including, without limitation, all survey, advertising, reasonable legal fees and disbursements (including the costs of in-house legal time at a charge-out rate of \$290.00 per hour) in direct connection with the drafting of this Agreement, the Chlor-Alkali Covenant, and ancillary documents and any mutually agreed modifications of them from time to time, and the cost of registration of such documents in the LTO, up to a maximum of \$10,000 or as otherwise agreed between the parties in writing. The Covenantor will pay these costs and expenses within thirty (30) days of receipt of an invoice from the District.
16. **Priority** – Subject to Section 3(d), this Agreement and all covenants, easements, and statutory rights of way required to be registered at the LTO against the Lands in favour of

the District must be registered in priority to all financial charges and the Option to Purchase.

17. **Plans** – Where a covenant, right of way or other document required by this Agreement requires a survey or other plan, the Covenantor shall be solely responsible, at its own cost, for preparation of the document, including the survey and the plan, and for all costs of registration of such documents.
18. **No Liability in Tort** - The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
19. **Bylaw to the Contrary** - This Agreement shall restrict use of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
20. **Third Party Beneficiaries** – This Agreement is not to be interpreted to create rights in, or to grant remedies to, the owners or lessees from time to time of all or any part of the Lands or the Adjacent Port Lands, or any other third party. The Covenantor and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District; and
 - (b) this Agreement is not intended to protect the interests of the Covenantor, any tenant, or any future owner, lessee, occupier or user of the Lands or any building or buildings or other improvements on the Lands, or any portions of any of the foregoing.
21. **Rights are Permissive Only** - The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Covenantor, the owners or lessees from time to time of all or any part of the Lands or the Adjacent Port Lands, or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
22. **Powers Preserved** - This Agreement does not:
 - (a) affect or limit the discretion, rights or powers of the District under any enactment (as defined in the Interpretation Act (British Columbia), on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands;

- (b) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
- (c) relieve the Covenantor from complying with any enactment, including in relation to the use, development or subdivision of the Lands, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the District,

and the Covenantor covenants and agrees to comply with all such enactments with respect to the Lands.

- 23. Runs with the Lands** - Every obligation and covenant of the Covenantor in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with the Lands and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Covenantor's cost, to burden and charge any land consolidated with the Lands.

24. Dispute Resolution

(a) Good Faith Discussions

In the event of any dispute, controversy or claim arising out of or relating to this Agreement (a “**Dispute**”), the District and the Covenantor shall first attempt in good faith to resolve the Dispute through discussions between the individuals primarily responsible for administering this Agreement. Either Party may provide written notice of a Dispute to the other Party setting out the nature of the Dispute and the relief sought. Within ten (10) Business Days following receipt of such notice, representatives of the parties shall meet and use commercially reasonable efforts to resolve the Dispute.

(b) Escalation to Senior Representatives

If the Dispute is not resolved within twenty (20) Business Days after delivery of the notice of Dispute, either Party may refer the Dispute to senior representatives of the parties having authority to resolve the matter. The District shall designate its Chief Administrative Officer or other senior representative and the Covenantor shall designate a senior executive with decision-making authority. The senior representatives shall meet within fifteen (15) Business Days after referral and negotiate in good faith to resolve the Dispute.

(c) Technical Expert Determination

With respect to a Dispute regarding Section 10 only, the Parties agree such Disputes involve predominantly technical matters, including engineering, construction,

commissioning, environmental performance, remediation, public safety, occupancy requirements, operational readiness, process safety, monitoring data, testing results or compliance with technical specifications, including MIACC Guidelines (a “**Technical Dispute**”). In such a Dispute, the provisions of this subsection 24(c) as well as 24(d) and 24(e) shall apply in addition to subsections 24(a), 24(b) and 24(f). Either Party may require that the Technical Dispute be referred to an independent technical expert.

The parties shall jointly appoint a suitably qualified and independent engineer, scientist or other professional possessing expertise relevant to the Technical Dispute. If the parties fail to agree upon the appointment within fifteen (15) Business Days, either Party may request that the President of Engineers and Geoscientists British Columbia (or any successor organization) appoint the expert.

The expert shall act as an expert and not as an arbitrator. The expert shall determine only those technical issues specifically submitted by the parties and shall provide a written determination, including reasons, within thirty (30) days of appointment, or such longer period as the parties may agree. The expert's determination shall be final and binding with respect to technical findings of fact unless manifest error is demonstrated.

(d) Preservation of Statutory Authority

For greater certainty, the technical expert shall not have jurisdiction to determine matters involving the exercise of statutory discretion by Council, the Director, the District or any governmental authority, nor shall the expert have authority to amend this Agreement or grant approvals required by law.

(e) Continued Performance

During the resolution of any Dispute, the parties shall continue to perform their respective obligations under this Agreement to the extent reasonably practicable and shall take all reasonable steps to avoid disruption to the Proposed Relocation Project, including commissioning, transition, occupancy and operational activities.

(f) Court Proceedings

No Party shall commence legal proceedings unless it has first complied with subsections 24(a) and 24(b), and where applicable subsection 24(c) for Disputes relating to Section 10, except where immediate relief is reasonably required to preserve rights, protect public safety, prevent significant environmental harm or avoid irreparable harm.

25. **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
26. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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.

27. **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
28. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
29. **Time** – Time is of the essence of this Agreement.
30. **No Partnership** – This Agreement is not intended to create a partnership, joint venture, or agency between or among the Covenantor and the District.
31. **Notice** – Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally, or if sent by prepaid courier or if transmitted by facsimile to such party at the applicable address set out below:

- (a) if to Chemtrade Electrochem Inc., as follows:

155 Gordon Baker Road, Suite 300
Toronto, ON
M2H 3N5

with a copy to

Chemtrade Logistics Inc.
155 Gordon Baker Road, Suite 300
Toronto, ON, M2H 3N5
Attn: General Counsel
Email: legal@chemtradelogistics.com

- (b) if to the District, as follows:

The Corporation of the District of North Vancouver
355 West Queens Road
North Vancouver, BC V7L 4K1

Attention: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

or to such other address to which a party hereto from time to time notifies the other parties in writing. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a Business Day, in which case the notice shall be deemed to have been given and received on the next day that is a Business Day, where “Business Day” means any day

other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Vancouver, British Columbia.

- 32. **Interpretation** – In this Agreement section headings have been inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.
- 33. **Execution** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

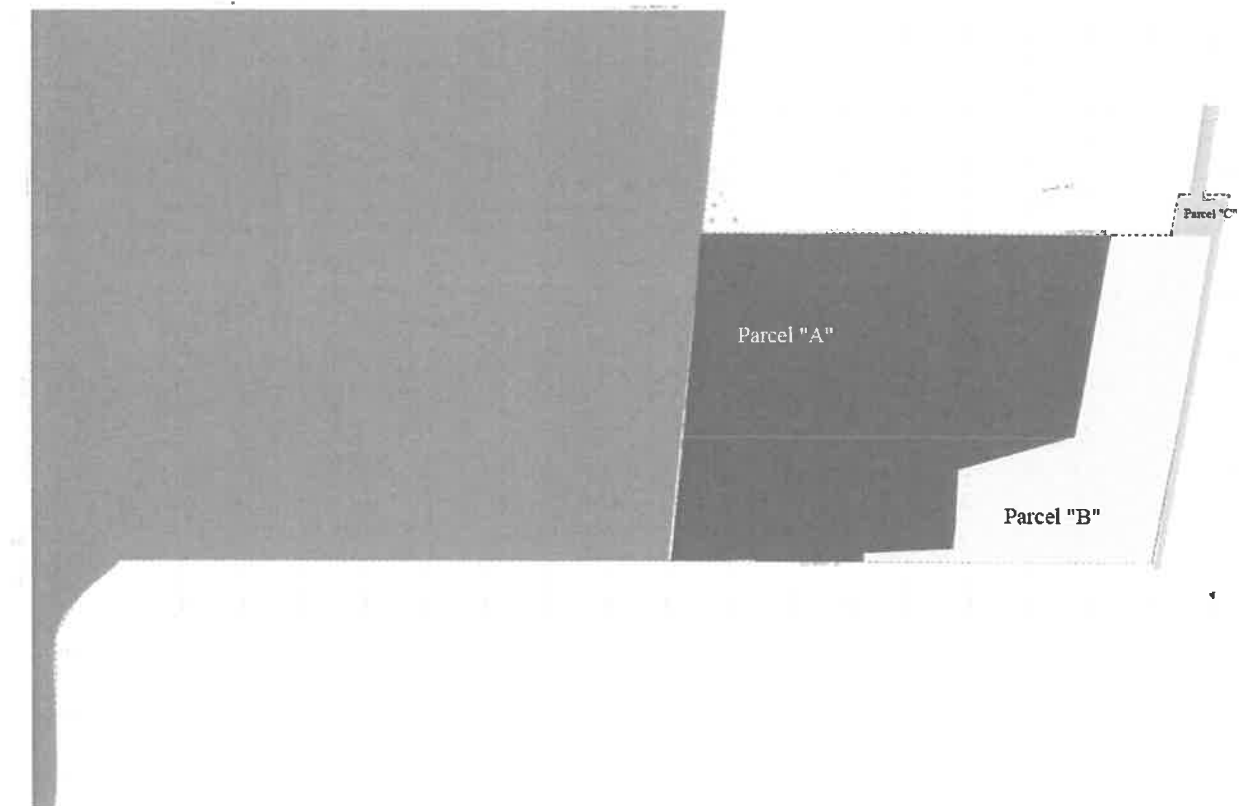
SCHEDULE "A"

Adjacent Port Lands

The "Adjacent Port Lands" being certain land and waterlot areas comprising of:

- i. Parcel "A" (land) show in blue;
- ii. Parcel "B" (water) show in yellow; and
- iii. Parcel "C" (water) show in green.

For reference the Lands are shown in grey.



AGENDA INFORMATION	
☐ Regular Meeting	Date: _____
☐ Other:	Date: _____

Dept. Manager	GM/ Director	CAO
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The District of North Vancouver REPORT TO COUNCIL

July 16, 2026

AUTHOR: Mayor Little

SUBJECT: Amendment to Councillor Mah's Resolution regarding Request for Public Inquiry Regarding the NSWWTP by the Inspector of Municipalities

RECOMMENDATION:

THAT Council amend the following resolution from the July 6, 2026 regular meeting to replace the phrase "section 765 of the *Local Government Act* ("the Act")" with the phrase "relevant legislation, including section 59 of *An Act to Incorporate the Greater Vancouver Sewerage and Drainage District* and section 765 of the *Local Government Act*":

WHEREAS the District recognizes the need for accountability and transparency of Metro Vancouver's management of the North Shore Wastewater Treatment Plant (NSWWTP) project;

WHEREAS North Shore residents have been burdened with a disproportion share of the cost overruns and have faced project delays and ongoing uncertainty associated with the NSWWTP project;

THEREFORE BE IT RESOLVED THAT the District of North Vancouver Council submit a complaint to the Inspector of Municipalities of British Columbia regarding Metro Vancouver's management of the NSWWTP, pursuant to section 765 of the Local Government Act ("the Act");

AND THAT the complaint specifically requests:

- 1. A public inquiry into the NSWWTP cost overruns, to restore public confidence and establish an independent record of what occurred;*
- 2. A provincial review of Metro Vancouver's governance framework, particularly the mechanisms by which it can borrow billions on behalf of member municipalities without their meaningful consent; and*
- 3. A fairness mechanism to protect municipalities from bearing the cost of massive, uncontrolled escalations on regional mega-projects over which they have no effective oversight.*

SUMMARY:

This report seeks Council consideration of an amendment to the July 6, 2026, resolution as presented in Councillor Mah's report titled [Request for Public Inquiry Regarding the NSWWTP by the Inspector of Municipalities](#). The amendment to the resolution is to broaden the reference to legislation to include *An Act to Incorporate the Greater Vancouver Sewerage and Drainage District* and other relevant legislation. The City of North Vancouver is considering the same amendment to their July 6, 2026 resolution on the matter to ensure the two municipalities are aligned. The proposed revised resolution is below:

Proposed Revised Resolution:

WHEREAS the District recognizes the need for accountability and transparency of Metro Vancouver's management of the North Shore Wastewater Treatment Plant (NSWWTP) project;

WHEREAS North Shore residents have been burdened with a disproportion share of the cost overruns and have faced project delays and ongoing uncertainty associated with the NSWWTP project;

THEREFORE BE IT RESOLVED THAT the District of North Vancouver Council submit a complaint to the Inspector of Municipalities of British Columbia regarding Metro Vancouver's management of the NSWWTP, *pursuant to relevant legislation, including section 59 of An Act to Incorporate the Greater Vancouver Sewerage and Drainage District and section 765 of the Local Government Act;*

AND THAT the complaint specifically requests:

1. A public inquiry into the NSWWTP cost overruns, to restore public confidence and establish an independent record of what occurred;
2. A provincial review of Metro Vancouver's governance framework, particularly the mechanisms by which it can borrow billions on behalf of member municipalities without their meaningful consent; and
3. A fairness mechanism to protect municipalities from bearing the cost of massive, uncontrolled escalations on regional mega-projects over which they have no effective oversight.

OPTIONS:

- 1.) THAT the recommendation is supported as presented; or,
- 2.) THAT the recommendation is not supported.

Respectfully submitted,



Mike Little
Mayor

SUBJECT: Amendment to Councillor Mah's Resolution regarding Request for Public Inquiry Regarding the NSWWTP by the Inspector of Municipalities

July 16, 2026

Page 3

REVIEWED WITH:					
☐ Business and Economic	_____	☐ Finance	_____	External Agencies:	
☐ Bylaw Services	_____	☐ Fire Services	_____	☐ Library Board	_____
☐ Clerk's Office	_____	☐ GIS	_____	☐ Museum and Archives	_____
☐ Climate and Biodiversity	_____	☐ Human Resources	_____	☐ NSEM	_____
☐ Communications	_____	☐ Integrated Planning	_____	☐ NS Health	_____
☐ Community Planning	_____	☐ ITS	_____	☐ NVRC	_____
☐ Development Engineering	_____	☐ Parks	_____	☐ RCMP	_____
☐ Development Planning	_____	☐ Real Estate	_____	☐ Other:	_____
☐ Engineering Operations	_____	☐ Review and Compliance	_____		
☐ Environment	_____	☐ Solicitor	_____		
☐ Facilities	_____	☐ Utilities	_____		

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