

AGENDA

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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AGENDA

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.

CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 8650 – OCP Amendment 1900-1950 Sandown Place
- Bylaw 8651 – Rezoning 1900-1950 Sandown Place
- Bylaw 8779 – OCP Amendment 1246-1268 Lynn Valley Road and 3050-3174 Baird Road
- Bylaw 8780 – Rezoning 1246-1268 Lynn Valley Road and 3050-3174 Baird Road
- Bylaw 8778 – Rezoning 100 Amherst Avenue
- Bylaw 8787 – OCP Amendment District-wide Residential Zoning Update to Replace RS Zoning
- Bylaw 8799 – Rezoning District-wide Residential Zoning Update to Replace RS Zoning
- Bylaw 8802 – Heritage Designation 3526 Everglade Place
- Bylaw 8803 – Heritage Revitalization Agreement 3526 Everglade Place

1. ADOPTION OF THE AGENDA

1.1. July 20, 2026 Regular Meeting Agenda

Recommendation:

THAT the agenda for the July 20, 2026 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

2. ADOPTION OF MINUTES

2.1. June 1, 2026 Regular Council Meeting

p.13-23

Recommendation:

THAT the minutes of the June 1, 2026 Regular Council Meeting are adopted.

3. PUBLIC INPUT

(limit of three minutes per speaker to a maximum of thirty minutes total)

4. RECOGNITIONS

4.1. Centennial Bursary Awards

- Baran Ehteramian
- Behailu Neufeld
- Chloe Robb
- Daniel Ansari
- Gwenna Cooper
- Isabella Castillo
- Janray Gammond
- Jenna Harder
- Leia Burch
- Lexy Tedder-Suberlak
- Madeleine Scott
- Olivia Rodig
- Olivia Scott
- Teagan Savage

5. DELEGATIONS

5.1. CIVIX

p.27-44

Re: Student Vote North Vancouver 2026

Application Form

PowerPoint Presentation

6. RELEASE OF CLOSED MEETING DECISIONS

7. COMMITTEE OF THE WHOLE REPORT

8. REPORTS FROM COUNCIL OR STAFF

With the consent of Council, any member may request an item be added to the Consent Agenda to be approved without debate.

If a member of the public signs up to speak to an item, it shall be excluded from the Consent Agenda.

Recommendation:

THAT items _____ are included in the Consent Agenda and are approved without debate.

- 8.1. Bylaws 8779, 8780, 8781 and 8782 – OCP Amendment, Rezoning, Road Closure and Housing Agreement for a Mixed-Use Development at 1246-1268 Lynn Valley Road & 3050-3174 Baird Road (“Lynn Valley Mall” and “Draycott Gardens”)** **p.47-85**
File No. 08.3060.20/020.25

Report: Deputy Corporate Officer, June 22, 2026

Attachment 1: Bylaw 8779

Attachment 2: Bylaw 8780

Attachment 3: Bylaw 8781

Attachment 4: Bylaw 8782

Recommendation:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780)” is ADOPTED;

AND THAT “1246-1268 Lynn Valley Road and 3050-3174 Baird Road Highway Closure Bylaw 8781, 2026” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8782, 2026 (1246-1268 Lynn Valley Road)” is ADOPTED.

- 8.2. Bylaw 8778 – Text Amendment Rezoning – 100 Amherst (Chemtrade)** **p.87-91**
File No. 09.3900.20/000.000

Report: Deputy Corporate Officer, Legislative Services, July 8, 2026

Attachment 1: Bylaw 8778

Attachment 2: Section 219 Covenant (to be distributed via agenda addendum)

Recommendation:

THAT “District of North Vancouver Rezoning Bylaw 1462 (Bylaw 8778)” is ADOPTED.

8.3. Rezoning Bylaw 8770 – 526-550 Riverside Drive & 2194 Windridge Drive **p.93-100**
File No. 08.3060.20/030.19

Report: Manager, Development Planning, July 8, 2026
Attachment 1: Applicant’s Letter

Recommendation:

THAT Council give no further readings and abandon “District of North Vancouver Rezoning Bylaw 1460 (Bylaw 8770)” at THIRD Reading.

8.4. Bylaw 8771 – Rezoning for a Six-Unit Townhouse Development at 873 **p.101-108**
Premier Street
File No. 09.3900.20/000.000

Report: Deputy Corporate Officer, Legislative Services, July 7, 2026
Attachment 1: Bylaw 8771

Recommendation:

THAT “District of North Vancouver Rezoning Bylaw 1461 (Bylaw 8771)” is ADOPTED.

8.5. Bylaws 8802 and 8803: Heritage Revitalization Agreement and Heritage **p.109-206**
Designation – 3526 Everglade Place
File No. 09.3900.20/000.000

Report: Deputy Corporate Officer, Legislative Services, July 14, 2026
Attachment 1: Bylaw 8802
Attachment 2: Bylaw 8803

Recommendation:

THAT “Heritage Designation Bylaw 8802, 2026 (3526 Everglade Place – Perry Residence)” is ADOPTED;

AND THAT “Heritage Revitalization Agreement Authorization Bylaw 8803, 2026 (3526 Everglade Place – Perry Residence)” is ADOPTED.

8.6. Bylaws 8787 and 8799 – New Detached Residential Zones (R1 and R2) p.207-293

File No. 09.3900.20/000.000

Report: Deputy Corporate Officer, Legislative Services, July 14, 2026

Attachment 1: Bylaw 8787

Attachment 2: Bylaw 8799

Recommendation:

THAT “District of North Vancouver OCP Amendment Bylaw (Bylaw 8787)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw (Bylaw 8799)” is ADOPTED.

8.7. Bylaw 8800: 2026-2030 Financial Plan Amendment p.295-305

File No. 09.3900.20/000.000

Report: Deputy Corporate Officer, Legislative Services, July 14, 2026

Attachment 1: Bylaw 8800

Recommendation:

THAT “2026-2030 Financial Plan Bylaw 8790, 2026, Amendment Bylaw 8800, 2026 (Amendment 1)” is ADOPTED.

8.8. Roche Point Park Dedication Update p.307-322

File No.

Report: Parks Planning Project Manager and Community Planner, July 9, 2026

Attachment 1: Bylaw 8806

Attachment 2: Bylaw 8810

Recommendation:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8806, 2026 (Amendment 65)” is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, and upon consideration, additional consultation is not required with respect to Bylaw 8806;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8806 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT “District of North Vancouver Rezoning Bylaw 1467 (Bylaw 8810)” is given First Reading;

AND THAT Bylaw 8806 and Bylaw 8810 are referred to a Public Hearing;

AND THAT Council directs staff to proceed with the proposed workplan for the preparation of a park dedication bylaw as outlined in the report entitled Roche Point Park Dedication Update, dated July 9, 2026, from the Parks Planning Project Manager and Community Planner.

8.9. Digital Advertising Opportunity at Bus Stops

p.323-326

File No. ENGIPG-910695465-885

Report: Senior Transportation Planner, July 8, 2026

Recommendation:

THAT Council direct the Municipal Engineer to negotiate and execute an amendment to the existing agreement with Pattison Outdoor Advertising to permit digital advertising at bus stops.

AND THAT Council support the installation of digital advertising at the bus stop locations identified in the report titled “Digital Advertising Opportunity at Bus Stops” dated June 23, 2026, and authorize the Municipal Engineer to approve additional locations in the future where mutually agreed upon with Pattison Outdoor Advertising.

8.10. Climate Action Update

p.327-339

File No. 13.6770/Climate Change/File

Report: Sustainability Projects Manager, July 8, 2026

Attachment 1: Progress on Community Energy and Emissions Plan Strategies

Attachment 2: Adoption of Clean Energy Technologies in the District since CEEP approval

Recommendation:

THAT the July 8, 2026 report of the Sustainability Projects Manager entitled 2026 Climate Action Update, is received for information;

AND THAT the Mayor send a letter to the Province outlining the need for continued Local Government Climate Action Program and FireSmart wildfire fuel reduction funding.

8.11. Engagement with Young People

p.341-344

File No.

Report: Councillor Herman Mah, July 8, 2026

8.12. Community Opinion on a Rice Lake Connector Project

p.345-347

File No.

Report: Mayor Mike Little, July 7, 2026

Recommendation:

THAT, pursuant to section 83 of the Community Charter, Council seek community opinion on whether or not to pursue a Rice Lake Connector Project;

AND THAT such community opinion be obtained in conjunction with the October 17, 2026 general local election;

AND THAT the results of this process be non-binding on Council;

AND THAT staff be directed to report back to Council with proposed wording for a community opinion question to determine elector support for this project;

AND THAT Council affirm that advancing consideration of a new connection between Upper Lynn Valley and Inter River, informed by the results of this community opinion process, be identified as a priority for the incoming Council to advance during the 2027-2031 Council term through the Community Transportation Plan.

9. REPORTS

9.1. Mayor

9.2. Chief Administrative Officer

9.3. Councillors

9.4. Metro Vancouver Committee Appointees

10. ADJOURNMENT

Recommendation:

THAT the July 20, 2026 Regular Meeting of Council for the District of North Vancouver is adjourned.

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MINUTES

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**DISTRICT OF NORTH VANCOUVER
REGULAR MEETING OF COUNCIL**

Minutes of the Regular Meeting of Council for the District of North Vancouver held at 7:01 p.m. on Monday, June 1, 2026 in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor Mike Little
Councillor Jordan Back
Councillor Betty Forbes
Councillor Jim Hanson
Councillor Herman Mah
Councillor Lisa Muri
Councillor Catherine Pope

Staff: Mike Fox, Chief Administrative Officer
Peter Cohen, General Manager – Engineering Infrastructure Services
Dan Milburn, General Manager – Planning, Properties and Permits
Genevieve Lanz, Director – Legislative Services and Corporate Officer
Zeralynne Te, Manager – Community Planning
Yan Zeng, Manager – Development Planning
Tamsin Guppy, Senior Development Planner
Kevin Zhang, Senior Development Planner
Daniel Broderick, Development Planner
Mitchell Patterson, Development Planner
Kaitlin Hebron, Confidential Council Clerk
Amanda Day, Administration Clerk

1. ADOPTION OF THE AGENDA

1.1. June 1, 2026 Regular Meeting Agenda

MOVED by Councillor MURI

SECONDED by Councillor FORBES

THAT the agenda for the June 1, 2026 Regular Meeting of Council for the District of North Vancouver is adopted as circulated.

CARRIED

2. ADOPTION OF MINUTES

Nil

3. PUBLIC INPUT

3.1. Colin Metcalfe:

- Commented on item 8.3;
- Expressed concerns that residents should be required to accept the risks associated with the manufacturing and transportation of liquid chlorine;
- Opined that liquid chlorine is among the most hazardous industrial chemicals and has the potential to threaten thousands of people in a short period of time;
- Noted that the rail corridor used for transportation passes through densely populated communities;
- Stated that supporters of the application have emphasized the economic benefits of the proposal;
- Referred to examples of chemical tank failures in North America;
- Suggested that future failures may be inevitable and urged consideration of the potential consequences;
- Opined that, based on financial analysis, the company would remain financially viable even if liquid chlorine were discontinued; and,
- Urged Council to reject the application.

3.2. Chris Bowcock:

- Commented on item 8.3;
- Commented on their experience in fire service operations and major industrial emergency management;
- Stated that shelter in place strategies do not guarantee occupant safety or survivability;
- Stated that shelter in place measures may be less effective during chlorine or other toxic gas release events;
- Expressed concern that vulnerable residents may be unable to evacuate safely during an emergency;
- Opined that remaining indoor, in some circumstances, may be safer than traveling through a chlorine hazard area; and,
- Stated that chlorine infiltration into buildings could expose sheltering residents to hazardous or potentially fatal indoor conditions.

3.3. Aidan Kyle:

- Commented on item 8.4;
- Commented on personal experience attempting to build a coach house within the District;
- Noted challenges despite existing policies that appear supportive on paper;
- Suggested that the proposed changes represent a meaningful step toward improving housing delivery;
- Stated that the development industry has responded positively to the proposed amendments;
- Stated that coach houses provide one of the few viable options for families seeking to remain in the community; and,
- Emphasized that housing affordability and availability are immediate concerns.

3.4. Colin Armstrong:

- Stated his profession;
- Discussed rail transportation risks within the Quantitative Risk Assessment (QRA);
- Stated that District residents are exposed to risks associated with railcars located off-site from the manufacturing facility;
- Stated that chemical production is inherently linked to transportation activities;
- Stated that more than 100 schools and 50 hospitals are located within areas with high risk levels;
- Acknowledged that federal rail transportation regulations are in place but noted that accidents continue to occur despite those requirements;
- Raised concerns regarding the scope of the risk analysis and whether transportation related risks were adequately considered; and,
- Expressed concern that risks associated with railcar transportation were not fully reflected in the QRA.

3.5. Robert Armstrong:

- Commented on item 8.4;
- Emphasized the importance of coach houses as housing options;
- Commented on efforts over the past five years to advocate for bylaw changes that would facilitate coach house development;
- Expressed concern that lengthy delays have created challenges for aging families seeking housing solutions;
- Stated that the proposed bylaw amendments would enable more residents to move forward with coach house projects; and,
- Encouraged Council to consider the time sensitive nature of housing needs.

3.6. Corrie Kost:

- Commented on tsunami related risks in North Vancouver;
- Commented on item 8.3;
- Stated that Council's primary responsibility is to protect the health and safety of District residents;
- Expressed concerns regarding the exportation of extremely hazardous materials;
- Suggested that Council has a role to intervene when an activity may affect critical public safety and community well-being;
- Urged for the permanent shutdown of liquid chlorine production; and,
- Urged Council to take action that prioritizes public safety and risk reduction.

3.7. Michael Graveson:

- Commented on item 8.3;
- Referred to the letter from Chemtrade to Council on May 15, 2026;
- Commented on the use of chlorine and bleach in water treatment processes;
- Raised concerns regarding alleged inaccuracies or misquotes in Chemtrade's communications;
- Opined that Chemtrade is employing a strategy that overstates the consequences of ending liquid chlorine production, creating the perception that water treatment would be compromised and public health threatened;
- Commented on the volume of chlorine reportedly shipped to the United States; and,
- Raised concerns regarding the on-site storage of chlorine and the associated risks.

3.8. Sukhi Dakha:

- Commented on item 8.5;
- Requested Council's consideration of exceptions related to parking and density requirements;
- Noted that work on the project began approximately eight years ago;
- Stated that the proposal has undergone numerous design revisions;
- Noted that multiple iterations were explored to achieve a project that is both financially viable and beneficial to the community; and,
- Stated the proposal is a unique and innovative project within the community.

3.9. Gontran Paget:

- Commented on item 8.5;
- Noted they are the Senior Manager, Safety Management Systems at the University of British Columbia;
- Noted their organization supports one of the largest housing portfolios in British Columbia;
- Expressed support for advancing the proposal;
- Stated that the proposal is fundamentally about increasing housing choice in the community;

- Highlighted housing affordability as a significant challenge across the region;
- Suggested that parking requirements can have a direct impact on housing costs and affordability;
- Noted the sites proximity to Phibbs Exchange;
- Commented on changing transportation and housing preferences among students, faculty, and young families, with an increased interest in walkable communities; and,
- Encouraged Council to advance the proposal to bylaw readings and a public hearing.

4. RECOGNITIONS

Nil

5. DELEGATIONS

5.1. North Shore Medical Health Officer

Re: Update on the Health Status of DNV Residents

Dr. Alex Choi, North Shore Medical Health Officer, provided an update on the District of North Vancouver Community Health Profile, including comparisons between the North Vancouver local health area, Vancouver Coastal Health, and British Columbia. Dr. Choi noted key health and wellbeing factors such as access to green space, physical activity levels, and community belonging. Dr. Choi commented on issues related to senior falls and the implications of an aging population, along with the importance of age-friendly infrastructure. Dr. Choi also referenced unregulated drug toxicity deaths in the District and concerns regarding youth vaping rates in North Vancouver.

MOVED by Mayor LITTLE

SECONDED by Councillor MURI

THAT the delegation of the North Shore Medical Health Officer is received for information.

CARRIED

6. RELEASE OF CLOSED MEETING DECISIONS

Nil

7. COMMITTEE OF THE WHOLE REPORT

Nil

8. REPORTS FROM COUNCIL OR STAFF

MOVED by Mayor LITTLE

SECONDED by Councillor MURI

THAT items 8.1 and 8.2 are included in the Consent Agenda and are approved without debate.

CARRIED

8.1. Bylaws 8756 and 8757: OCP Amendment and Rezoning for a 12-unit townhouse development at 1883-1901 Glenaire Drive

File No. 08.3060.20/007.024

MOVED by Mayor LITTLE

SECONDED by Councillor MURI

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8756, 2025 (Amendment 60)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1456 (Bylaw 8757)” is ADOPTED.

CARRIED

8.2. Amendments to the General Local Election Bylaw and Street and Traffic Bylaw regarding Election Campaign Signs

File No. 09.3900.20/000.000

MOVED by Mayor LITTLE

SECONDED by Councillor MURI

THAT “Bylaw 8783 Amendments to General Local Election Related Sections in Bylaws 6876 and 7125, 2026” is ADOPTED.

CARRIED

8.3. Bylaw 8778 – Rezoning Application at 100 Amherst Avenue: New Information Provided by the Applicant

File No. 08.3060.20/042.25

Public Input:

Peter Teevan:

- Spoke in opposition to the item;
- Opined that claims suggesting drinking water safety would be at risk are a false narrative;
- Opined that the issue is primarily driven by corporate profit considerations;
- Alleged that Chemtrade previously circulated inaccurate information on its website, which has since been corrected;
- Noted that the company’s broader objectives relate to all products produced, not solely chlorine;
- Questioned the timing of the staff report dated May 20, 2026, asking why it was not provided earlier;
- Requested that the May 25, 2026 vote be revisited; and
- Suggested that the timing of the report may compromise the validity of the previous vote.

MOVED by Mayor LITTLE

SECONDED by Councillor HANSON

THAT the May 20, 2026 report of the Manager, Development Planning entitled Bylaw 8778 – Rezoning Application at 100 Amherst Avenue: New Information Provided by the Applicant is received for information.

CARRIED

8.4. Bylaws 8787 and 8799 – New Detached Residential Zones (R1 and R2)

File No.

MOVED by Mayor LITTLE

SECONDED by Councillor HANSON

THAT “District of North Vancouver OCP Amendment Bylaw (Bylaw 8787)” is given FIRST reading;

AND THAT “District of North Vancouver Rezoning Bylaw (Bylaw 8799)” is given FIRST reading;

AND THAT Bylaw 8787 and Bylaw 8799 are referred to a Public Hearing.

A member of Council proposed an amendment to the Main Motion:

MOVED by Mayor LITTLE

SECONDED by Councillor MURI

THAT Bylaw 8799 is amended in Schedule A by striking Section 5(2) and Diagram 5.1 from the bylaw in both the R1 and R2 zones.

CARRIED

Opposed: Councillors HANSON and POPE

A member of Council proposed an amendment to the Main Motion:

MOVED by Councillor MURI

SECONDED by Councillor BACK

THAT “District of North Vancouver Rezoning Bylaw (Bylaw 8799)” is amended by striking out “Subsection 3 (1)(a) of the R1 – Rural and Suburban Detached Residential Zone” and renumbering accordingly.

CARRIED

Opposed: Councillors HANSON and MAH

The question was called on the Main Motion as amended:

MOVED by Mayor LITTLE

SECONDED by Councillor HANSON

THAT “District of North Vancouver OCP Amendment Bylaw (Bylaw 8787)” is given FIRST reading;

THAT Bylaw 8799 is amended in Schedule A by striking Section 5(2) and Diagram 5.1 from the bylaw in both the R1 and R2 zones;

AND THAT “District of North Vancouver Rezoning Bylaw (Bylaw 8799)” is amended by striking out “Subsection 3 (1)(a) of the R1 – Rural and Suburban Detached Residential Zone” and renumbering accordingly;

AND THAT “District of North Vancouver Rezoning Bylaw (Bylaw 8799)” is given FIRST reading;

AND THAT Bylaw 8787 and Bylaw 8799 are referred to a Public Hearing.

CARRIED

The meeting recessed at 9:34 p.m. and reconvened at 9:37 p.m.

8.5. OCP Amendment & Rezoning Application – 328 – 332 Seymour River Place
File No. 08.3060.20/039.25

Public Input:

Michael Gellar:

- Noted the application process began in 2018;
- Stated that reduced parking requirements are an important factor in delivering more affordable housing;
- Suggested that improved transit options and changing attitudes towards car ownership support lower parking requirements;
- Expressed concern that development approval processes take too long;
- Noted that many proposed developments are not financially viable under current conditions;
- Referred to lock-off suites as an additional affordable housing strategy included in the application;
- Stated that car sharing options, while not currently available in Maplewood, are being explored and are expected to be in place prior to project occupancy; and,
- Opined that reducing density or increasing on-site parking would render the project financially unviable.

MOVED by Councillor MURI

SECONDED by Mayor LITTLE

THAT Council direct administration to work with the applicant to resolve the following issues with the subject application, to staff's satisfaction, prior to the introduction of associated bylaws:

- a) density beyond OCP vision; and
- b) housing mix and vehicle parking.

CARRIED

Opposed: Councillors BACK and POPE

MOVED by Councillor MURI

SECONDED by Mayor LITTLE

THAT the Regular Council meeting held on June 1, 2026 is authorized to carry on beyond 10:30 p.m.

8.6. Access to Deep Cove – near-term active transportation considerations

File No. ENGIPG-964173360-173476

MOVED by Mayor LITTLE

SECONDED by Councillor HANSON

THAT Council receive the Report for information;

AND THAT Council endorse staff undertaking limited, preliminary work to explore potential low-cost, interim active transportation improvements between Parkgate Village and Deep Cove, that can be delivered in the near-term without prejudice to the long-term Spirit Trail Eastern Extension vision or alignment.

CARRIED

8.7. Vape Shops

File No.

MOVED by Councillor MURI

SECONDED by Councillor BACK

THAT staff be directed to report back to Council with options for limiting vape shops within the District of North Vancouver.

CARRIED

9. REPORTS

9.1. Mayor

Nil

9.2. Chief Administrative Officer

Nil

9.3. Councillors

Nil

9.4. Metro Vancouver Committee Appointees

Nil

10. ADJOURNMENT

MOVED by Councillor MURI

SECONDED by Mayor LITTLE

THAT the June 1, 2026 Regular Meeting of Council for the District of North Vancouver is adjourned.

CARRIED

(10:59 p.m.)

Mayor

Corporate Officer

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DELEGATIONS

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5.1 Delegation to Council Request Form

**District of North Vancouver
Corporate Officer**

355 West Queens Rd, North Vancouver, BC V7N 4N5

Phone: 604-990-2311

Email: signup@dnv.org

COMPLETION: To ensure legibility, please complete (type) online then print. Sign the printed copy and submit via mail or email to the department and address indicated above. If you have any questions about this form, please call the number indicated above.

Delegations have five minutes to make their presentation. Questions from Council may follow.

Name of group wishing to appear before Council: CIVIX

Title of Presentation: Student Vote North Vancouver 2026

Name of person(s) to make presentation: Kelsey Davis

Purpose of Presentation:

- ☒ Information only
☐ Requesting a letter of support
☐ Other – please describe below:

Attach separate sheet if additional space is required

Note: Delegation requests will not be accepted if they are requesting financial assistance of any kind or are in relation to any potential or current development application with the District.

Contact person (if different than above): _____

Daytime telephone number: 416-857-1419

Email address: kelsey@civix.ca

Will you be providing supporting documentation? ☒ Yes ☐ No

If yes: ☐ Handout ☐ Digital Format ☒ PowerPoint Presentation

Note: All supporting documentation must be provided 14 days prior to your appearance date.
This form and any background material provided will be published in the public agenda.

Arrangements can be made upon request for you to familiarize yourself with the Council Chambers equipment on or before your presentation date.

Please note:

- Council Chambers operates in a Windows environment.
- Videos and audio clips are not supported except by special accommodation.
- Disturbing or graphic images are not permitted to be displayed at any time.

Delegation to Council Request Form

Rules for Delegations:

1. Delegations must submit a Delegation to Council Request Form to the Corporate Officer. Submission of a request does not constitute approval nor guarantee a date. The request must first be reviewed by the Corporate Officer.
2. The Corporate Officer will review the request and, if approved, arrange a mutually agreeable date with you. You will receive a signed and approved copy of your request form as confirmation.
3. Only one delegation will be permitted at any Regular Meeting of Council.
4. Delegations must represent an organized group, society, institution, corporation, etc. Individuals may not appear as delegations.
5. Delegations are scheduled on a first-come, first-served basis, subject to direction from the Mayor, Council, or Chief Administrative Officer.
6. The Mayor or Chief Administrative Officer may reject a delegation request if it regards an offensive subject, has already been substantially presented to council in one form or another, deals with a pending matter following the close of a public hearing, or is, or has been, dealt with in a public participation process.
7. Supporting submissions for the delegation should be provided to the Corporate Officer by noon 14 days preceding the scheduled appearance.
8. Delegations will be allowed a maximum of five minutes to make their presentation.
9. Any questions to delegations by members of Council will seek only to clarify a material aspect of a delegate's presentation.
10. Persons invited to speak at the Council meeting may not speak disrespectfully of any other person or use any rude or offensive language or make a statement or allegation which impugns the character of any person.
11. Delegations may not display or include disturbing or graphic images as part of their presentation.
12. Please note the District does not provide grants or donations through the delegation process.
13. Delegation requests that are non-jurisdictional or of a financial nature may not be accepted.

Helpful Suggestions:

- have a purpose
- get right to your point and make it
- be concise
- be prepared
- state your request, if any
- do not expect an immediate response to a request
- multiple-person presentations are still five minutes maximum
- be courteous, polite, and respectful
- it is a presentation, not a debate
- the Confidential Council Clerk may ask for any relevant notes (if not handed out or published in the agenda) to assist with the accuracy of minutes

I understand and agree to these rules for delegations

Kelsey Davis

5/27/2026

Name of Delegate or Representative of Group

Date

Signature

For Office Use Only	
Approved by:	
Corporate Officer 	Appearance date: _____
Deputy Corporate Officer _____	Receipt emailed on: _____
Rejected by:	
Mayor _____	Applicant informed on: _____
CAO _____	Applicant informed by: _____

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the District of North Vancouver's Corporate Officer by telephone at 604-990-2207 or in person at 355 W Queens Road, North Vancouver.



**Strengthening democracy through
civic education**

**STUDENT
VOTE.**

YOUTH VOICES



**DEMOCRACY
BOOTCAMP**

CTRL+F

**REP
DAY**



poli**talks**

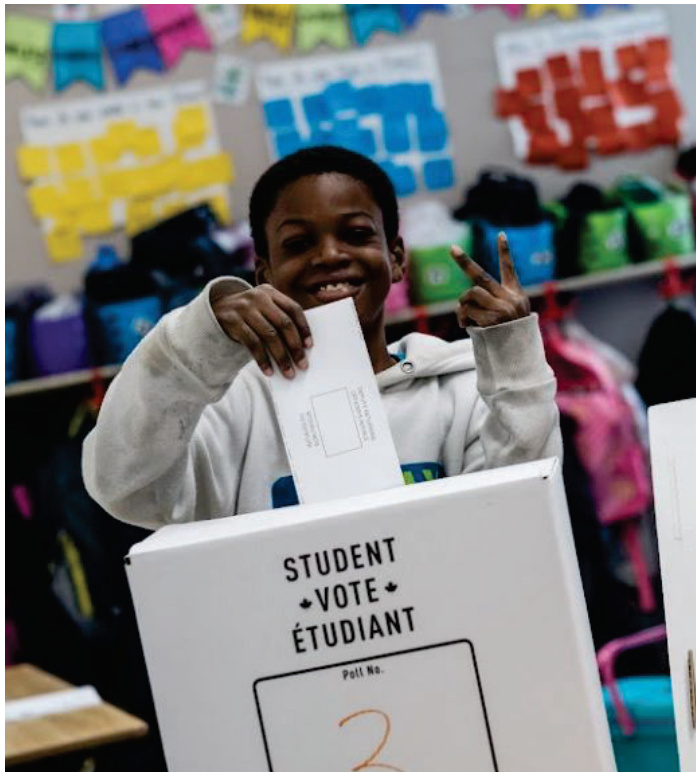


**YOUTH PARLIAMENT
OF CANADA**

**CiViC →
ACtiON**

C·I·V·I·X

Student Vote



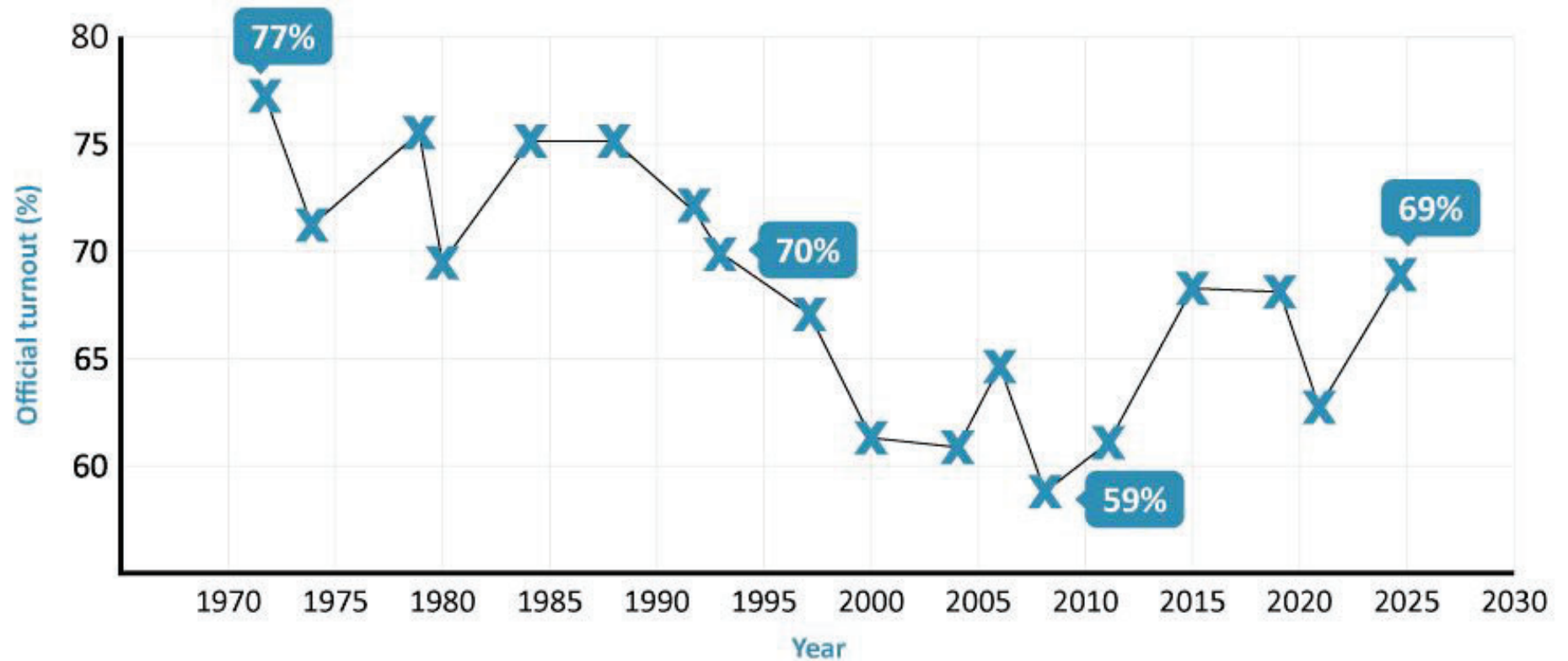
- Designed to cultivate the habits of active and informed citizenship
- Students cast ballots for the official candidates in a parallel election
- Makes civic education compelling and memorable

Why Student Vote Matters

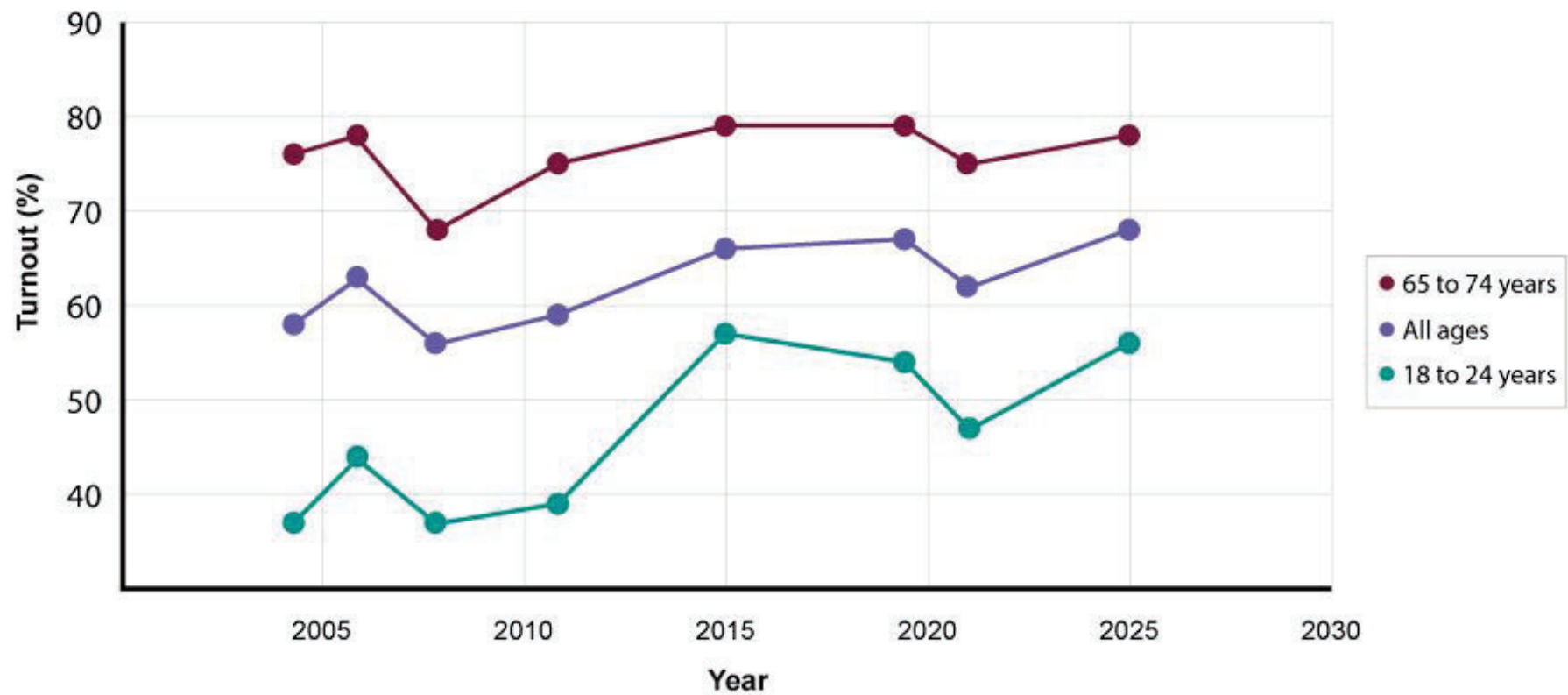


- Lower levels of voter turnout among youth
- Voting is habitual
- Addresses barriers to voting
- Less political engagement at home
- Early exposure is important

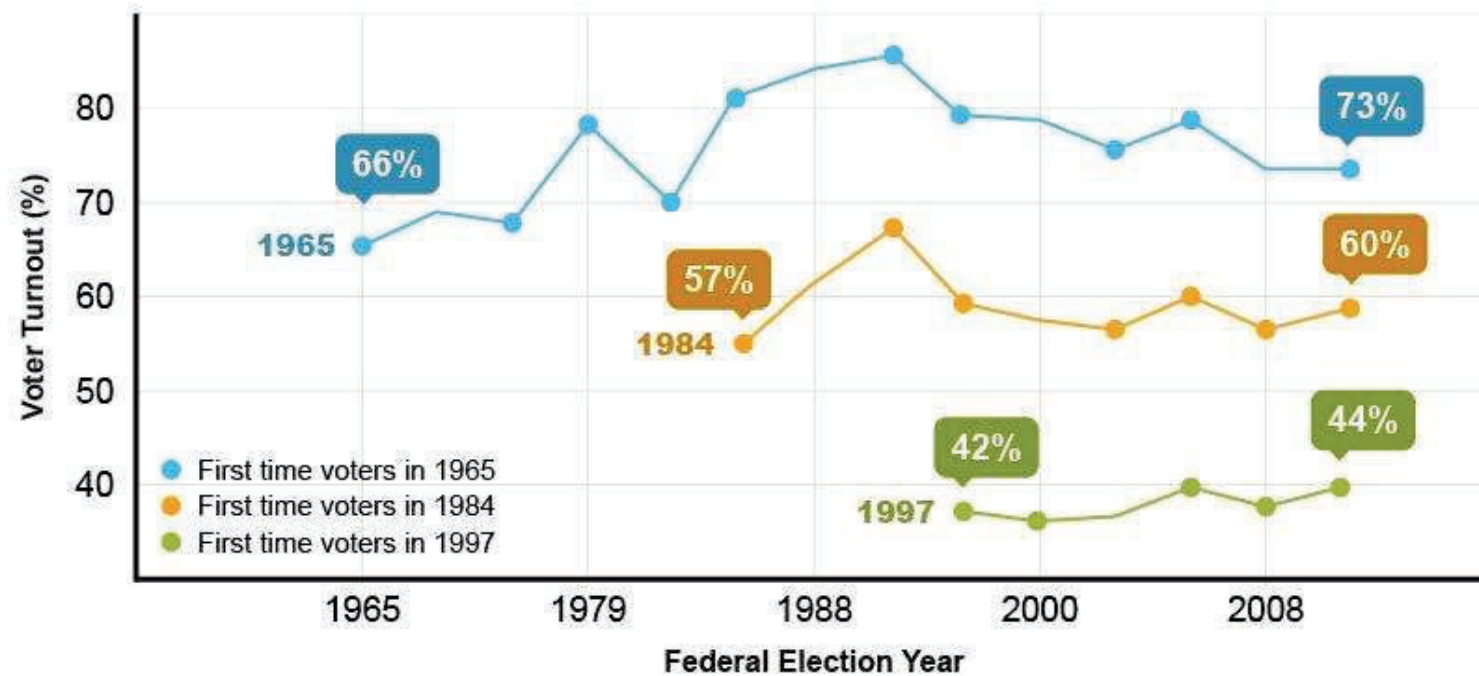
Low voter turnout



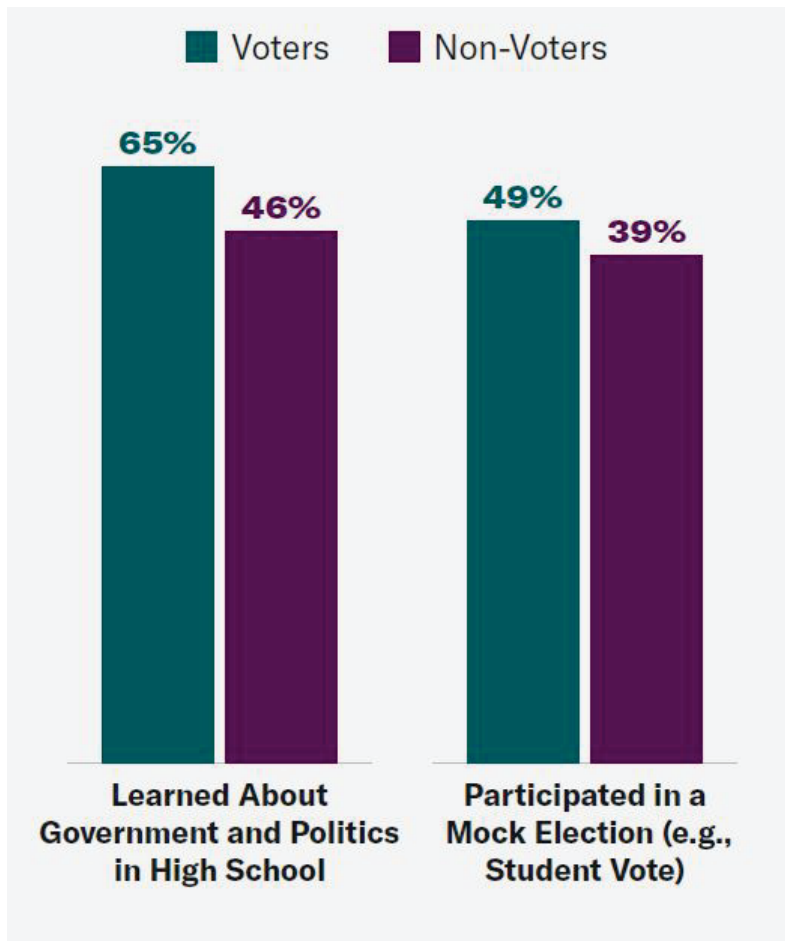
Turnout is lowest among youth



Voting is a habit



Early exposure is important



Young people who voted were much more likely to say...

- They learned about government and politics in high school (65% voters vs 46% of non-voters)
- Participated in a mock election, such as Student Vote (49% voters vs 39% non-voters)

Scope and Reach



- Designed for **grades 4 to 12**
- Offered at all levels of elections in most jurisdictions across Canada
- **74 elections** and **10 million ballots** cast in Canada since 2003
- 8 federal, 6 provincial and 3 local elections in B.C.

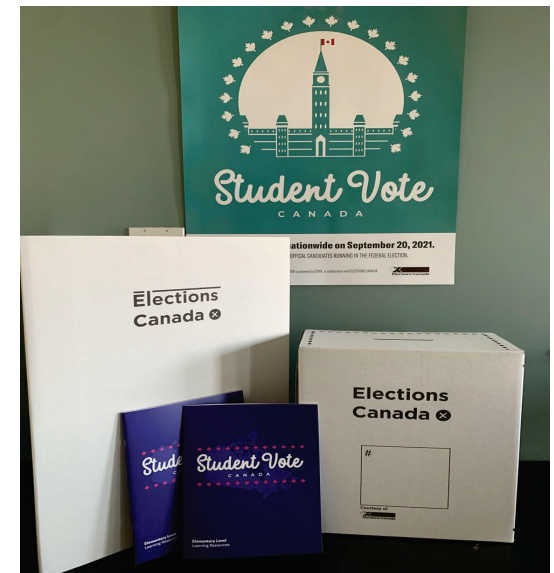
Program Summary

1 – School Registration: One teacher signs up per school and becomes the Team Leader.

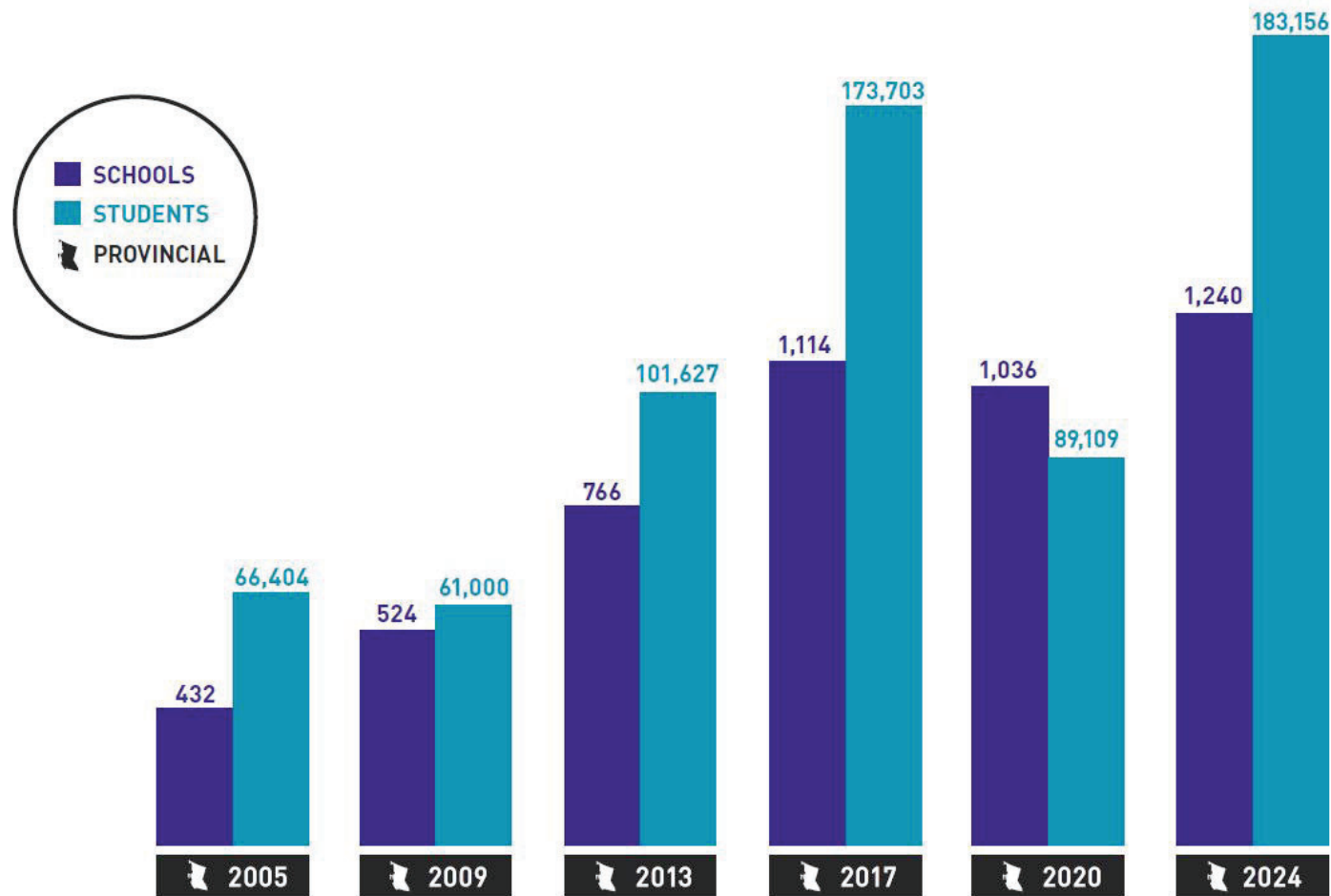
2 – Materials Distribution: Schools are equipped with lessons, videos, slide decks and election supplies.

3 – Campaign Engagement: Students learn about democracy and government, explore the issues and candidates, engage in discussion.

4 – Student Vote Day: Students take on the roles of election workers and coordinate a vote for the local election candidates.



Student Vote – Provincial Elections





The best part of Student Vote is watching students become excited about what they're learning. They follow and engage in campaigns, think critically about what the candidates are promising and learn about the issues affecting their communities.



Student Outcomes

- ✓ Improved critical thinking skills
- ✓ Increased knowledge of politics and elections
- ✓ Greater intention to vote in the future
- ✓ Increased confidence in speaking to family and friends about politics
- ✓ Enhanced sense that voting is a civic duty

FUTURE VOTER



Building Knowledge, Interest, and Confidence

77%



said they **learned something new** during Student Vote

70%



said they are **more interested in elections** after completing Student Vote

83%



said they **enjoyed participating** in Student Vote

91%



said they feel **more confident about voting** in the future



Outcomes among families

90% felt the program increased their families' opportunities to learn more about elections and politics

58% felt that the program increased their own interest in politics



50% stated that they knew more about politics because of their child's involvement

28% reported that their child's participation positively influenced their decision to vote

2026 Local Elections



Province-wide goals:

- 800 registered schools
- 70,000 ballots cast

District of North Vancouver:

- 22 registered schools
- 2,000 ballots cast

REPORT

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


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

June 22, 2026

Case: PLN2025-00020

File: 08.3060.20/020.25

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: Bylaws 8779, 8780, 8781 and 8782 – OCP Amendment, Rezoning, Road Closure and Housing Agreement for a Mixed-Use Development at 1246-1268 Lynn Valley Road & 3050-3174 Baird Road (“Lynn Valley Mall” and “Draycott Gardens”)

RECOMMENDATION:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780)” is ADOPTED;

AND THAT “1246-1268 Lynn Valley Road and 3050-3174 Baird Road Highway Closure Bylaw 8781, 2026” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8782, 2026 (1246-1268 Lynn Valley Road)” is ADOPTED.

BACKGROUND:

Bylaws 8779, 8780 and 8781 received first reading on March 16, 2026 ([Staff Report dated February 18, 2026](#))

A public hearing for Bylaws 8779 and 8780 was held and closed on April 14, 2026.

Bylaws 8779, 8780 and 8781 received second and third readings on May 25, 2026. Bylaw 8782 received first, second and third readings on May 25, 2026 ([Staff Report dated May 5, 2026](#)).

The bylaws are now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Give no further readings and abandon the bylaws at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaws.

SUBJECT: Bylaws 8779, 8780, 8781 and 8782 – OCP Amendment, Rezoning, Road Closure and Housing Agreement for a Mixed-Use Development at 1246-1268 Lynn Valley Road & 3050-3174 Baird Road (“Lynn Valley Mall” and “Draycott Gardens”)

May 26, 2026

Page 2

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachments:

1. Bylaw 8779
2. Bylaw 8780
3. Bylaw 8781
4. Bylaw 8782

REVIEWED WITH:		
☐ Business and Economic	☐ Finance	External Agencies: ☐ Library Board ☐ Museum and Archives ☐ NSEM ☐ NS Health ☐ NVRC ☐ RCMP ☐ Other:
☐ Bylaw Services	☐ Fire Services	
☐ Clerk's Office	☐ Golf	
☐ Climate and Biodiversity	☐ Housing	
☐ Communications	☐ Human Resources	
☐ Community Planning	☐ Integrated Planning	
☐ Development	☐ ITS	
Engineering	☐ Parks	
☐ Development Services	☐ Real Estate	
☐ Engineering	☐ Solicitor	
Infrastructure	☐ Transportation	
☐ Engineering Public		
Works		
☐ Environment		
☐ Facilities		

The Corporation of the District of North Vancouver

Bylaw 8779

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900,
2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Amend Map 2, the Land Use Map for the District, by changing the land use designation from “Residential Level 5: Low Density Apartment” (RES5) to “Residential Level 6: Medium Density Apartment” (RES6), and by changing the land use designation from “Residential Level 6: Medium Density Apartment” (RES6) to “Commercial Residential Mixed Use Level 2” (CRMU2) for the lands shown on Schedule A of this bylaw;
 - b) Amend Map 4.1, the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area, by adding the lands shown on Schedule B of this bylaw, designating them as a Development Permit Area for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

READ a first time March 16, 2026 by a majority of all Council members.

PUBLIC HEARING held April 14, 2026

READ a second time May 25, 2026 by a majority of all Council members.

READ a third time May 25, 2026 by a majority of all Council members.

ADOPTED by a majority of all Council members.

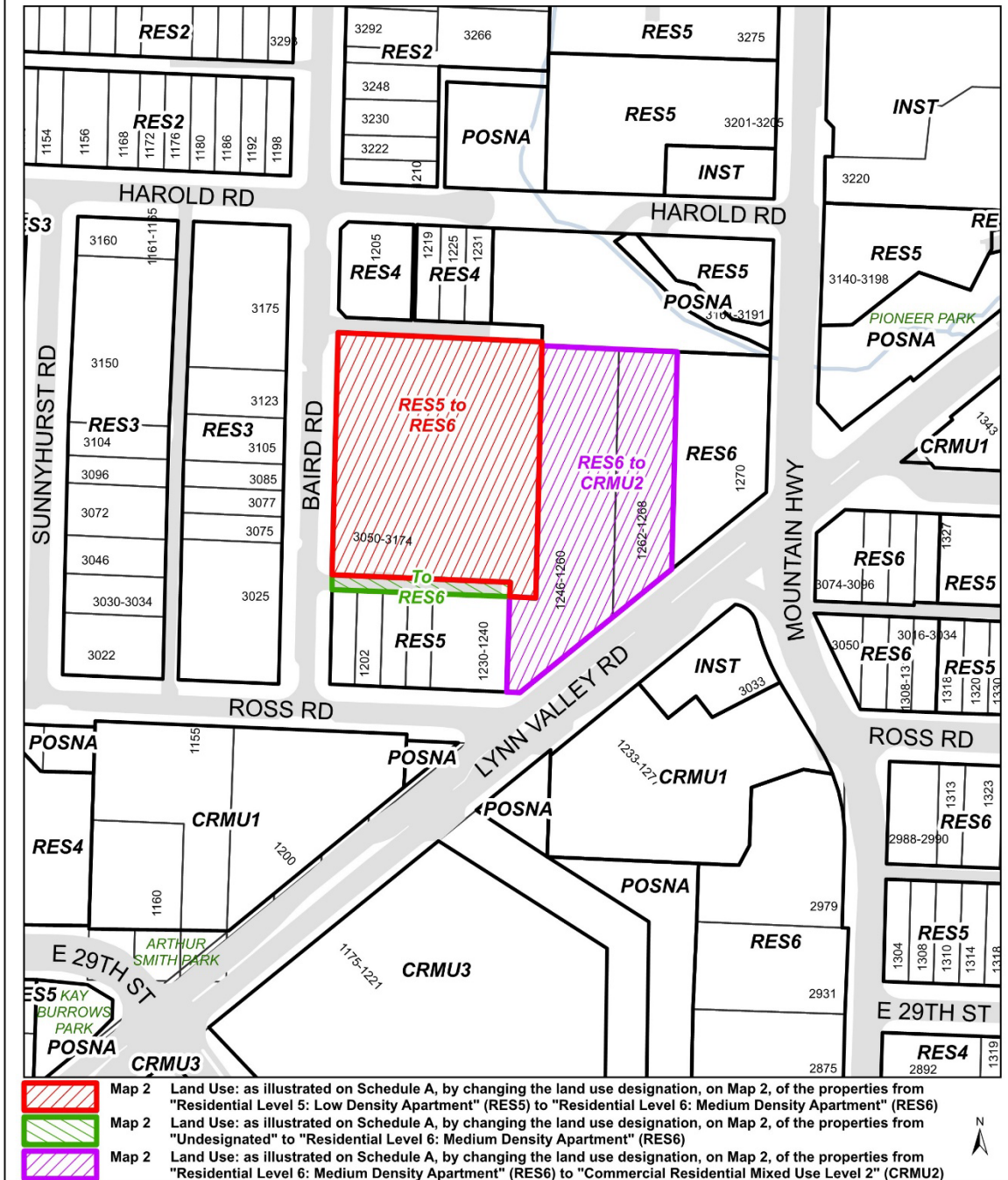
Mayor

Corporate Officer

Schedule A to Bylaw 8779

Schedule A to Bylaw 8779

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)



Schedule B to Bylaw 8779

Schedule B to Bylaw 8779

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8779, 2026 (Amendment 62)



Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area



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The Corporation of the District of North Vancouver

Bylaw 8780

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780)”.

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

- a) Part 2A, Definitions is amended by adding CD162 to the list of zones that Part 2A applies to.

- b) Part 2A, Definitions is amended by adding the following definition:

“Instructional services” means a commercial establishment providing specialized instruction, training, or certification in specific skills, trades, or subjects. This includes, but is not limited to, professional development, language schools, driver training, and supplemental tutoring or examination preparation. These services are typically provided on a per-course or hourly basis and are distinct from a general curriculum school. This use does not include Fitness Centre, Child Care Facility, School or University.

- c) Section 301 (2) by inserting the following zoning designation:

“Comprehensive Development Zone 162 CD162”

- d) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule A:

“4B 162 Comprehensive Development Zone 162

CD162

The CD162 Zone is applied to:

- I. Lot 3 Block 3 District Lot 2023 Plan 14333 (007-865-473);
- II. Lot 2 Block 3 District Lot 2023 Plan 13905 (007-993-994);
- III. Lot B Block 3 District Lot 2023 Plan 14474 (007-800-614); and
- IV. The parcel south of Lot B

all as indicated in Schedule A of this bylaw.

4B 162 - 1 Intent:

The intent of the CD162 Zone is to permit a mixed-use development including residential and commercial uses.

4B 162 - 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD162 Zone:

a) Uses Permitted Without Conditions:

Not applicable

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 162-3 Conditions of use, are met:

Animal care services, including pet care establishments and veterinarian

Business/office support services

Child care facility

Fitness centre (indoor fitness and sport)

Health service purposes (health care services)

Instructional services

Office use

Personal service

Professional office use

Residential

Restaurant use, including neighbourhood public house with on-site brewing, retail food services, and take-out restaurant

Retail use, including liquor store

Service use

4B 162 - 3 Conditions of Use:

a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following conditions of use are met:

- i.) All aspects of the use are completely contained within an enclosed building except for:

1. Parking and loading areas;
2. Outdoor customer service areas;
3. The display of goods, limited to 5 m² per commercial unit;
4. Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space); and
5. Plazas and park areas.

b) **Animal care services:** Animal care services are only permitted when the following conditions are met:

- i.) Any animal care service must have an outside public entrance, and all noise associated with the keeping of and caring for animals must be contained within the premises.

c) **Restaurant:** Restaurant use is only permitted when the following conditions are met:

- i.) Any Outdoor Customer Service Area must be operationally and physically tied to the principal use premises which it serves; and
- ii.) The size of an Outdoor Customer Service Area shall not exceed 50% of the total gross floor area of the principal use to which the Outdoor Customer Service Area is accessory, or 50% of the number of seats permitted for the principal use to which the Outdoor Customer Service Area is accessory, whichever is the lesser.

d) **Residential:** Residential uses are only permitted when the following conditions are met:

- i.) Each *residential* dwelling unit has access to private or semi-private outdoor space;
- ii.) Each *residential* dwelling unit has access to a designated storage or bicycle storage space; and
- iii.) Balcony, patio and deck enclosures are not permitted.

4B 162 - 4 Accessory Uses:

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* in *residential* units are permitted.
- c) *Outdoor customer service areas* are permitted.

4B 162 - 5 Density:

- a) The maximum permitted density is 36,083 m² (388,391 sq. ft.).

- b) For the purpose of calculating *gross floor area* the following are exempted:
- i.) Indoor common amenity areas accessory to a residential use, up to a maximum of 557.4 m² (6,000 sq. ft.), as identified in Figure 1;
 - ii.) Parking, storage, mechanical, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall of less than 1.2 m (4 ft) above finished grade;
 - iii.) Rooftop mechanical and electrical areas to a maximum of 100 m² (1,076 sq. ft.) per Building, as identified in Figure 1;
 - iv.) Underground parking access ramps and covered trellis areas, if applicable; and
 - v.) The floor area of unenclosed balconies, roof overhangs and private rooftop terraces.
- c) For the purpose of calculating *gross floor area*, the measurement is to be taken to the outside of sheathing, rather than exterior walls.

4B 162 - 6 Setbacks:

- a) Buildings shall be set back from the property lines to the closest building face as established by development permit and in accordance with Figure 1 and Table 1:

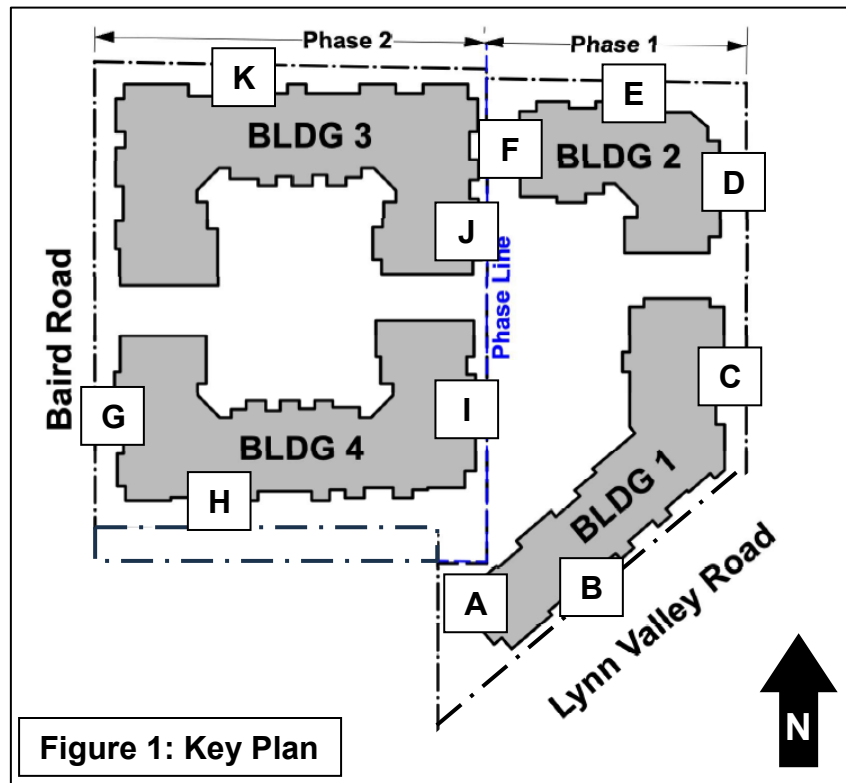


Table 1. Setbacks			
Phase	Identifier (Figure 1)	Building # – Building side	Minimum Required Setback
1	A	Building 1 – west	7.5 m (24.6 feet)
	B	Building 1 – south	1.5 m (5.0 feet)
	C	Building 1 – east	4.5 m (14.8 feet)
	D	Building 2 – east	4.5 m (14.8 feet)
	E	Building 2 – north	4.0 m (13.1 feet)
	F	Building 2 – west	4.5 m (14.8 feet)
2	G	Building 3 and 4 – west	4.5 m (14.8 feet)
	H	Building 4 – south	4.5 m (14.8 feet)
	I	Building 4 – east	1.8 m (6.0 feet)
	J	Building 3 – east	4.0 m (13.1 feet)
	K	Building 3 – north	4.5 m (14.8 feet)

- a) Underground parking structures are excluded from the setback requirement.
- b) Decks, patios, balconies, balcony columns, unit entry stairs, window wells, and roof overhangs and vertical projections and unit entrance canopies to a maximum depth of 1.3 m (4.2 ft) are excluded from the setback requirement.

4B 162 - 7 Height

- a) The maximum permitted height for any building in the CD162 Zone is as follows:

Table 2. Building Height		
Building # (see Figure 1)	Maximum Height Measured from Level 1	Maximum Storeys (above parkade)
Building 1	24.0 m	6 storeys
Building 2	21.0 m	6 storeys
Building 3	21.0 m	6 storeys
Building 4	21.0 m	6 storeys

- b) The following height exemptions shall apply to the CD162 Zone;
 - i.) Rooftop stair enclosures, elevator penthouses, heating, cooling, planter boxes, guard rails and ventilation and mechanical equipment provided they do not extend more than 3.0 metres above the highest point of any roof surface.

4B 162 - 8 Building Coverage:

- a) Building Coverage: The maximum building coverage is 40%.

4B 162 - 9 Building Regulations – Location of Uses:

- a) Within Buildings 1, 2, 3 and 4 (as labelled in Figure 1), uses are permitted in the following locations, as per Tables 3 and 4:

Table 3: Location of land uses permitted in Building 1			
Permitted land uses	Permitted locations		
	Ground floor	Second floor	Third floor and above
Animal care services	Yes	Yes	No
<i>Business / office support services</i>	No	Yes	No
<i>Child care facility</i>	No	Yes	No
<i>Fitness centre</i>	No	Yes	No
<i>Health service purposes</i>	No	Yes	No
<i>Instructional services</i>	No	Yes	No
<i>Office use</i> <i>Professional office use</i>	No	Yes	No
<i>Personal service</i>	Yes	Yes	No
<i>Residential dwelling units</i>	No	No	Yes
<i>Restaurant use</i>	Yes	Yes	No
<i>Retail use</i>	Yes	Yes	No
<i>Service use</i>	No	Yes	No

Table 4: Location of land uses permitted in Buildings 2, 3, 4		
Permitted land uses	Permitted locations	
	Ground floor	Second floor and above
<i>Child care facility</i>	Yes	No
<i>Residential dwelling units</i>	Yes	Yes

4B 162 – 10 Landscaping and Stormwater Management

- a) All land areas not occupied by buildings, patios and driveways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2.0m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with minimum 90% opacity, is required to screen from view:
 - i.) any utility boxes, vents or pumps that are not located underground and/or within a building; and
 - ii.) any solid waste facilities (garbage, recycling, compost with the exception of temporary, at-grade staging areas) that are not located underground and/or within a building.

4B 162 - 11 Parking, Loading and Servicing Regulations

- a) Vehicle parking is required as per Table 5:

Table 5. Vehicle Parking Requirements	
Land Use and Type of Parking	Minimum Parking Requirements
Vehicle Parking	
Residential Vehicle Parking	<i>(Rates do not include visitor parking)</i>
Strata dwelling units	1 space / strata dwelling unit
Rental dwelling units	0.89 spaces / rental dwelling unit
Residential Visitor Vehicle Parking	
Per dwelling unit	0.10 spaces / dwelling unit
Commercial Parking	1 / 45 m ² gross floor area
Accessible Parking	4.5% of all required parking spaces

- b) Commercial parking is based on a blended rate for all commercial uses.
- c) Commercial parking and residential visitor parking shall be shared.
- d) Bicycle parking is required as per Table 6:

Table 6. Bicycle Parking Requirements	
Class 1 – Long Term	732 spaces, of which 9 must be for commercial purposes
Class 2 – Short Term	51 spaces

- iii.) Except as specifically provided in this Section 4B 162-11, Parking shall be provided in accordance with Part 10 of this Bylaw.”

(End of CD162 Zone)

- e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lots from Multi-Family Residential Zone 3 (RM3) and General Commercial (C2) to Natural Parkland (NPL) and Comprehensive Development Zone CD162.
- f) The Siting Area Map section of the Zoning Bylaw is amended by deleting Plan Section Page R/11 and Plan Section Page C/18.

Severability

3. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time March 16, 2026

PUBLIC HEARING held April 14, 2026

READ a second time May 25, 2026

READ a third time May 25, 2026

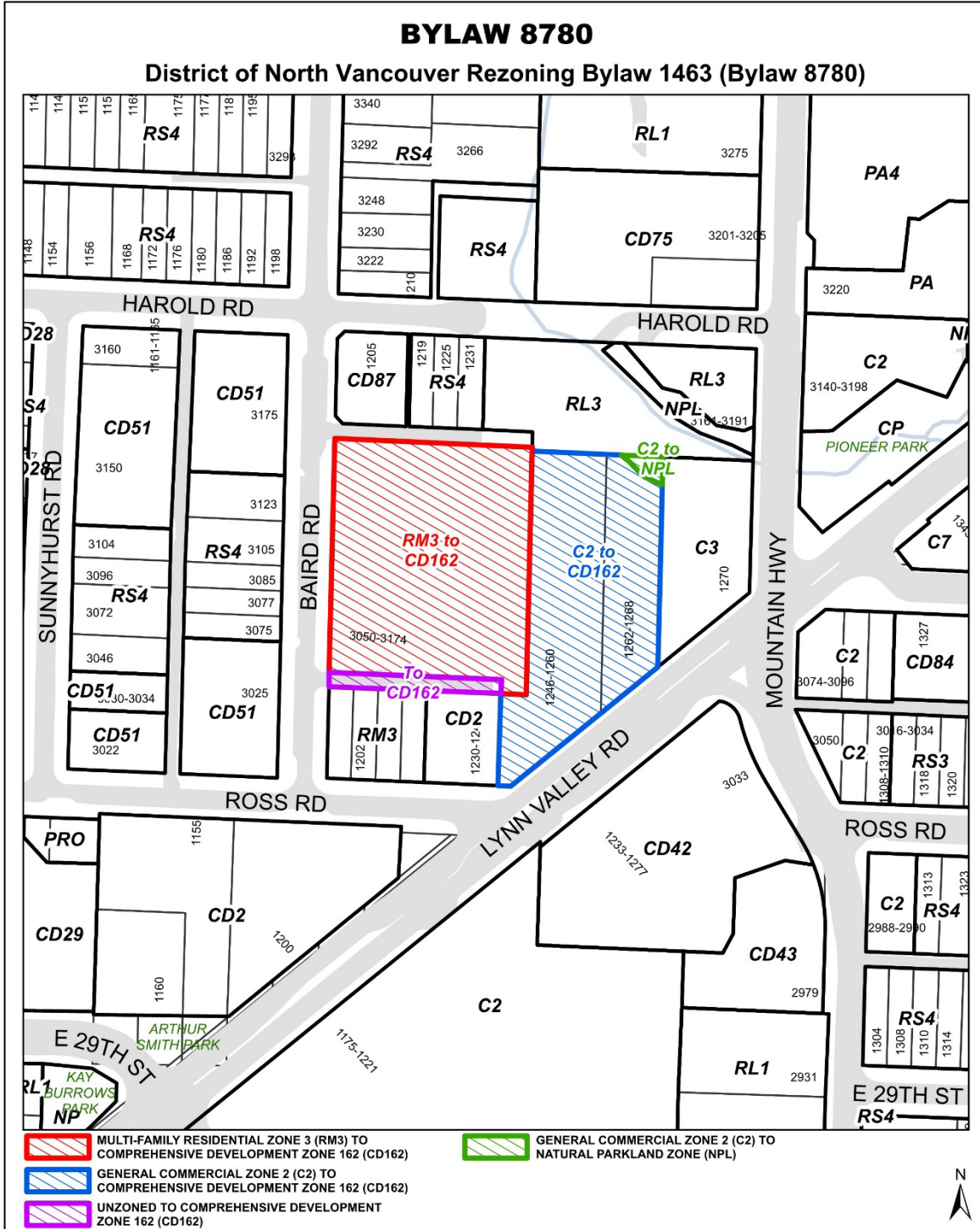
ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8780

Schedule A to Bylaw 8780



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The Corporation of the District of North Vancouver

Bylaw 8781

A bylaw to close and remove highway dedication.

WHEREAS under the *Community Charter* the Council may close to traffic and remove the dedication of a highway; and,

WHEREAS the Council has posted and published notices of its intention to close the highway referred to in this Bylaw and remove its dedication, and has provided an opportunity for persons who consider they are affected to make representations to the Council; and,

WHEREAS the Council does not consider that the closure will affect the transmission or distribution facilities or works of utility operators;

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “1246-1268 Lynn Valley Road and 3050-3174 Baird Road Highway Closure Bylaw 8781, 2026”

2. Bylaw to close and remove highway dedication

2.1 The portion of highway dedicated by Plan 3511 shown as Parcel A on Plan EPP151173 attached hereto as Schedule “A” is closed to all types of traffic and the dedication as highway is removed.

2.2 The Mayor and Clerk are authorized to execute and deliver such plans and other documents as are required to effect the aforesaid closure and removal of highway dedication.

3. Severability

If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time March 16, 2026

NOTICE given under Section 94 of the *Community Charter* on March 4, 2026 and March 11, 2026.

OPPORTUNITY for representations to Council provided in accordance with Section 40 of the *Community Charter* on March 16, 2026

READ a second time March 16, 2026

READ a third time March 16, 2026

ADOPTED

Mayor

Corporate Officer

PLAN EFF/151212

REFERENCE: PLAN TO ACCOMPANY DISTRICT OF NORTH VANCOUVER
BY-LAW NUMBER 6781 TO REPEAL THE ROAD DEDICATION OF
ROAD DEDICATED ON PLAN 2011 BLOCK 3 DISTRICT LOT 2023
AND PART OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 82

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The Corporation of the District of North Vancouver

Bylaw 8782

A bylaw to enter into a Housing Agreement
(1246-1268 Lynn Valley Road)

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8782, 2026 (1246-1268 Lynn Valley Road)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 396 Ltd., substantially in the form attached to this Bylaw as Schedule A with respect to:
 - a. PID:007-993-994 Lot 2 Block 3 District Lot 2023 Plan 13905; and
 - b. PID:007-865-473 Lot 3 Block 3 District Lot 2023 Plan 14333.

Execution of Documents

3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

Severability

4. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw

READ a first time May 25, 2026

READ a second time May 25, 2026

READ a third time May 25, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8782

**SECTION 219 COVENANT and RENT CHARGE
HOUSING AGREEMENT (RENTAL HOUSING)**

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

POLYGON DEVELOPMENT 396 LTD., 900 – 1333 West
Broadway, Vancouver, BC V6H 4C2

(the "Developer")

AND:

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

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, 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 "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8782, 2026 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the Developer hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:

- (a) “*Air Space Subdivision*” means the proposed air space subdivision of the Land as contemplated by the Air Subdivision Plan which said air space subdivision will create the CRU Air Space Parcel, the Residential Strata Remainder Parcel, and either:
 - (i) the Market and Below Market Rental Airspace Parcel; or
 - (ii) the Market Rental Airspace Parcel and the Below Market Rental Airspace Parcel,
- (b) “*Air Space Subdivision Plan*” has the meaning given to it in the Development Covenant;
- (c) “*At Arm’s Length*” means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement;
- (d) “*Below Market Adjustment*” means an increase or decrease (as applicable) on an annual basis in the Below Market Rental Rate at the commencement of a Subsequent Occupancy of each Below Market Rental Unit, equal to the percent change in the then most current available median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization or a similarly reputable source approved by the District acting reasonably, if such data is no longer available) in the District of North Vancouver primary rental market for 3-bedroom apartments from the commencement date of the First Occupancy of the first Below Market Rental Unit to the commencement of said Subsequent Occupancy;
- (e) “*Below Market Rental Air Space Parcel*” means the residential rental airspace parcel which may be created by the Air Space Subdivision, and

which contains or will contain the Below Market Rental Units, all located in Building 1;

- (f) “*Below Market Rental Rate*” means:
- (i) on the commencement date of the First Occupancy for any Below Market Rental Unit a monthly rental rate that is equal to the rental rate set out in Schedule “A” increased or decreased (as applicable) on an annual basis by the percent change in the then most current available median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization or a similarly reputable source approved by the District, acting reasonably, if such data is no longer available) in the District of North Vancouver primary rental market for 3-bedroom apartments from the referenced date of this Agreement to the commencement date of the First Occupancy of the first Below Market Rental Unit; and
 - (ii) updated again on the commencement date of each Subsequent Occupancy for said Below Market Rental Unit by the Below Market Adjustment; and
 - (iii) increased for each year of a specific tenancy by not more than the annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder,
- (g) “*Below Market Rental Units*” means 32 3-bedroom Dwelling Units in Building 1 as contemplated in section 9 each in the location and satisfying the criteria and requirements set out in the Development Covenant;
- (h) “*Building 1*” and “*Building 2*” have the meanings given to them in the Development Covenant;
- (i) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver all items consumer price index;
- (j) “*CRU*” has the meaning given to it in the Development Covenant;
- (k) “*CRU Air Space Parcel*” means the air space parcel which will be created by the Air Space Subdivision, which said air space parcel would contain all of the commercial retail units located on the Land;
- (l) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CB_____;

- (m) “*Director*” means the District’s General Manager of Planning, Properties and Permits and his or her designate;
- (n) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (o) “*Eligibility Requirements*” means:
 - (i) aggregate annual household gross income that is within the Middle Income range published from time to time by British Columbia Housing Management Commission (BC Housing) or a successor or replacement entity (but if BC Housing or a successor or replacement entity ceases to exist then such eligibility requirement means aggregate annual household gross income that does not exceed the 75th income percentile for families with children in BC, as determined by BC Housing (or by a successor or replacement entity) from time to time (for 2026, this figure is \$212,240.00), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual over the age of 17 who will reside in the Below Market Rental Unit; and
 - (ii) a household size and composition that is commensurate with and justifies the size of the subject Below Market Rental Unit;
- (p) “*Eligible Person*” means a person meeting the Eligibility Requirements or who is a Returning Tenant;
- (q) “*First Occupancy*” means the first occupancy of each Below Market Rental Unit pursuant to residential tenancy agreements in accordance with section 10, which said First Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (r) “*LTO*” means the Vancouver Land Title Office and any successor of that office;
- (s) “*Land*” has the meaning given to it in Recital A hereto until the date upon which the Air Space Subdivision is deposited and fully registered at the LTO and after such date Land means either (i) the Market and Below Market Rental Airspace Parcel, or (ii) the Market Rental Airspace Parcel and the Below Market Rental Airspace Parcel;
- (t) “*Market and Below Market Rental Air Space Parcel*” means the residential rental airspace parcel which will be created by the Air Space Subdivision

and which contains or will contain the Market Rental Units and the Below Market Rental Units, all located in Building 1;

- (u) *“Market Rental Air Space Parcel”* means the residential rental airspace parcel which may be created by the Air Space Subdivision, and which contains or will contain the Market Rental Units, all located in Building 1;
- (v) *“Market Rental Units”* means all of the Dwelling Units located in Building 1 which are not Below Market Rental Units, each in the location and satisfying the criteria and requirements set out in the Development Covenant;
- (w) *“Master Development Plan”* has the meaning given to it in the Development Covenant;
- (x) *“Owner”* means the Developer or a successor in title to the Developer, and any other person or persons registered in the LTO as owner of the Land from time to time thereafter, whether in that person’s own right or in a representative capacity or otherwise;
- (y) *“Proposed Development”* means the proposed development of the Land as contemplated by Development Permit No. _____ and by the Development Covenant;
- (z) *“Rental Units”* means the 64 Dwelling Units which together comprise the Market Rental Units and the Below Market Rental Units;
- (aa) *“Residential Strata Remainder Parcel”* means the residential strata remainder parcel which will be created by the Air Space Subdivision, and which contains or will contain strata titled dwelling units all located on Building 2;
- (bb) *“Residential Tenancy Act”* means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof, and includes all regulations made thereunder;
- (cc) *“Residential Tenant Relocation Assistance Commitments”* has the meaning given to it in the Development Covenant;
- (dd) *“Returning Tenant”* means a former tenant of a Prior Unit who is eligible for a right of first refusal for a Replacement Rental Unit under the Residential Tenant Relocation Assistance Commitments;
- (ee) *“Subdivided”* means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase

of a phased bare land strata plan) or by way of fractional interests, leases or otherwise;

- (ff) “*Subsequent Occupancy*” means any occupancy of a Below Market Rental Unit after the First Occupancy pursuant to residential tenancy agreements in accordance with section 10, which said Subsequent Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (gg) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1463 (Bylaw 8780); and
- (hh) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **Rental Units** – The Owner covenants and agrees with the District that:

- (a) Building 1 will contain the Rental Units;
- (b) the Below Market Rental Units must be designed and constructed to the same standard, in terms of workmanship and materials, as all of the other Rental Units in Building 1; and
- (c) the Owner shall, at the Owner’s expense, apply for Approving Officer approval of the Air Space Subdivision and, upon obtaining said Approving Officer approval, the Owner will do everything necessary, at the Owner’s expense, to fully register the approved air space plan at the LTO.

3. **Partial Discharge** – At the request of the Developer and at the Developer’s sole expense, the District will deliver to the Developer discharge(s) in registrable form discharging this Agreement (including a discharge of the section 219 covenant and notice of housing agreement referred to in section 18) from all of the Land other than the Market and Below Market Rental Air Space Parcel, the Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel, as applicable, provided that:

- (a) the Air Space Subdivision Plan is deposited and fully registered at the LTO;
- (b) the Director is satisfied that the Developer has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Units, Building 1, the Market and Below Market Rental Air Space Parcel (or the Market Rental Air Space Parcel and the Below Market rental Air Parcel, if applicable);

- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Market and Below Market Rental Airspace Parcel, the Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel, as applicable, in favour of the District in priority to all financial charges; and
 - (d) after said partial discharge has been registered at the LTO every reference herein to the Land shall be deemed to be a reference to the Market and Below Market Rental Air Space Parcel, the Market Rental Airspace Parcel or the Below Market Rental Air Space Parcel, as applicable.
- 4. **No Subdivision** – The Market and Below Market Rental Air Space Parcel, once created, and any improvements from time to time therein or thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise. For the avoidance of any doubt, nothing contained in this Section will prevent the Owner from subdividing the Land by the Air Space Subdivision to create the Market and Below Market Rental Airspace Parcel, Market Rental Air Space Parcel or the Below Market Rental Air Space Parcel.
- 5. **General Restrictions on Use and Occupation**
 - (a) No part of the Land may be used or built upon and no buildings or structures on or to be built upon the Land shall be used or occupied unless the Owner is in full compliance with its obligations hereunder.
 - (b) Building 1 must contain only the Rental Units and the CRUs.
- 6. **Use of Market Rental Units** – The Market Rental Units may not be used for any purpose whatsoever save and except for the purpose of providing rental housing to persons pursuant to month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted, other than a right to continue in possession on a month-to-month basis after expiry of the initial term).
- 7. **Use of Below Market Rental Units** – The Below Market Rental Units must not be used for any purpose whatsoever save and except for the purpose of providing below market rental housing in accordance with this Agreement and all applicable laws, including, without limitation, residential tenancy laws in British Columbia. The Owner must make commercially reasonable efforts to keep the vacancy rate in relation to the Below Market Rental Units equal to or less than the vacancy rate in relation to the Market Rental Units.

8. **Location of Below Market Rental Units** – On the date that an occupancy permit is issued for Building 1 each of the Below Market Rental Units must be located as set out in the Development Covenant.
9. **Occupancy Restriction** – No Below Market Rental Unit may be occupied except by:
 - (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted, other than a right to continue in possession on a month-to-month basis after expiry of the initial term) between, as landlord, the Owner and, as tenant, a person who meets the Eligibility Requirements and who is At Arm's Length from the Owner, where said tenancy agreements comply with all of the requirements of section 10; and
 - (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

Notwithstanding the foregoing, in the event that an existing tenant who initially met the Eligibility Requirements ceases to meet those requirements (the "Occupancy Non-Compliance"), the Owner may request in writing that the Director postpone for a period of time requested by the Owner all enforcement of this Agreement in relation to the said Occupancy Non-Compliance, including without limitation postponement of the exercise of the District's rights and remedies under section 16 herein. Such written request must be received by the Director not more than 30 days after the Owner becomes aware of the Occupancy Non-Compliance. The Director's acceptance must be in writing addressed to the Owner, and must set out the date upon which the accepted postponement will expire. If the Director accepts the Owner's request, as above, then the said Occupancy Non-Compliance will not be treated as a breach of this Agreement until the expiry of the postponement period. For greater certainty, the right to request postponement of enforcement in relation to an Occupancy Non-Compliance may be exercised only by the Owner, and does not grant any right whatsoever to any tenant(s) in any of the Rental Units.

10. **Tenancy Agreements** - The Owner shall not suffer, cause or permit occupancy of any Below Market Rental Unit except pursuant to a residential tenancy agreement that:
 - (a) does not, in relation to any Below Market Rental Unit, require payment of rent or any other consideration for the Below Market Rental Unit directly or

indirectly that exceeds the Below Market Rental Rate for the unit, but the tenant may be required to pay:

- (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:
 - (A) for a storage locker/bicycle storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the Market Rental Units;
 - (B) for a parking stall/bicycle storage locker: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the Market Rental Units; and
 - (C) for submetered utilities consumed in the Below Market Rental Units, provided that the rate for submetered utilities does not exceed the rate charged from time to time for submetered utilities to tenants in the Market Rental Units and the same submetered utilities methodology is applied to the Below Market Rental Units and the Market Rental Units; and
- (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent;
- (b) does not require the rent to be prepaid at an interval greater than monthly;
- (c) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short-term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (d) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (e) contains a provision that, if the tenant ceases to qualify for the Below Market Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1, or any renumbering thereof, of the *Residential Tenancy Act*.

11. Rental Application Process – The Owner must:

- (a) accept applications for residential occupancy of the Below Market Rental Units from all applicants meeting the Eligibility Requirements;

- (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
 - (c) where Below Market Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
 - (i) the person no longer meets the Eligibility Requirements; or
 - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Below Market Rental Units because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
 - (d) make the housing list available to the District upon request.
12. **Relaxation of Arm's Length Requirement** – The provisions in this Agreement that require a tenant to be At Arm's Length may be relaxed by the Director, in his or her sole discretion, upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this section 12 will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

General Provisions

13. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from the Below Market Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Below Market Rental Units.
14. **Statutory Declaration** – Within thirty days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule "B", sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

15. **Damages and Rent Charge**

- (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 15(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 15(a) is due and payable to the District in accordance with subsection 15(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
- (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default.

16. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

17. **Modification Procedure** – Minor modifications to this Agreement may be considered and approved by the Director in his or her discretion. The Director in his or her discretion shall determine whether or not a proposed modification is “minor”. All approvals must be in writing.

18. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with any enforcement, modifications or discharges and partial discharges of this Agreement or any agreements contemplated in this Agreement from time to time.
20. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

- (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;
 - (k) reference to a “party” is a reference to a party to this Agreement and their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
 - (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
21. **Notice** – Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
- (a) to the Owner at:

900 – 1333 West Broadway
Vancouver, BC V6H 4C2

Attention: •
 - (b) to the District at:

355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: GM, Planning, Properties, and Permits

Any notice sent by registered mail will be deemed to have been received five business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

22. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
23. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
24. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
25. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
 - (b) impose on the District or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or

- (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
26. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
27. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is consolidated (including by the removal of interior parcel boundaries) by any means.
28. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
29. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Dwelling Unit; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
30. **Limitation on the Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
31. **Further Acts** - the Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
32. **Joint Obligations of the Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
33. **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 and unaffected by that holding or by the severance of that part.

34. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
35. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
36. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, 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” to Section 219 Covenant
Below Market Rental Rate

Rental rate \$3462.00

Schedule "B" to Section 219 Covenant

Statutory Declaration

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT with The Corporation of
PROVINCE OF BRITISH COLUMBIA	)	the District of North Vancouver (the
	)	"Housing Agreement")

I, _____, of _____, British Columbia, do solemnly declare:

1. That I am the Owner of the Land legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the _____ (director, officer, employee) of the Owner of the Land legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement in respect of the Land.
3. For the period from _____, _____ to _____, _____, all Below Market Rental Units on the Land were occupied by Eligible Persons, as that term is defined in the Housing Agreement, whose names and addresses appear below, pursuant to residential tenancy agreements complying with the Housing Agreement.

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____,)
 in the Province of British Columbia, this _____ day)
 of _____, 20____.)

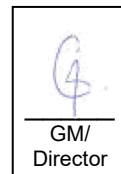
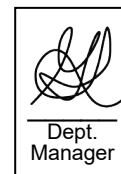
 A Commissioner for Taking Affidavits for British
 Columbia

) Signature of person making declaration

)
)

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



The District of North Vancouver REPORT TO COUNCIL

July 8, 2026

File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: **Bylaw 8778 – Text Amendment Rezoning – 100 Amherst Avenue (Chemtrade)**

RECOMMENDATION:

THAT “District of North Vancouver Rezoning Bylaw 1462 (Bylaw 8778)” is ADOPTED.

BACKGROUND:

Bylaw 8778 received first reading on January 12, 2026 ([Staff Report](#)). A public hearing was held on February 24, 2026 and closed on February 25, 2026. At the April 13, 2026 Regular meeting, Council considered and abandoned the bylaw at first reading. Pursuant to s.131 of the *Community Charter*, the Mayor initiated reconsideration of the April 13, 2026 resolution and Bylaw 8778 received second reading on May 25, 2026 ([Staff Report](#)). A second public hearing was held on June 16, 2026 and closed on June 17, 2026. Bylaw 8778 received third reading on July 6, 2026 ([Staff Report](#)).

Approval from the Ministry of Transportation and Transit was received on July 14, 2026.

At the May 25, 2026 Regular meeting, Council passed the following resolution directing staff to prepare a Section 219 covenant:

THAT Council give “District of North Vancouver Rezoning Bylaw 1462 (Bylaw 8778)” Second Reading and refer Bylaw 8778 back to a public hearing;

AND THAT Council direct staff to prepare a Section 219 covenant to be registered on LOT 5 EXCEPT: PART SUBDIVIDED BY PLAN LMP40923; DISTRICT LOTS 193 AND 611 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 17801 as a condition of final reading of Bylaw 8778, that includes a time limit on the proposed Chlorine Operations, Quantitative Risk Assessment and Best Available Technology requirements as described in the document titled APPENDIX A Indicative Conditional Approval Framework and Timeline attached to the report titled Bylaw 8778 Reconsideration 100 Amherst Avenue – (Chemtrade) dated May 7, 2026.

**SUBJECT: Bylaw 8778 – Text Amendment Rezoning – 100 Amherst Avenue
(Chemtrade)**

July 8, 2026

Page 2

The Section 219 covenant will be distributed to Council via agenda addendum for consideration at the July 20, 2026 Regular meeting.

The bylaw is now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Give no further readings and abandon the bylaws at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaws.

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachments:

1. Bylaw 8778
2. Section 219 Covenant (to be distributed via agenda addendum)

REVIEWED WITH:		
☐ Business and Economic _____	☐ Finance _____	
☐ Bylaw Services _____	☐ Fire Services _____	☐ Library Board _____
☐ Clerk's Office _____	☐ Golf _____	☐ Museum and Archives _____
☐ Climate and Biodiversity _____	☐ Housing _____	☐ NSEM _____
☐ Communications _____	☐ Human Resources _____	☐ NS Health _____
☐ Community Planning _____	☐ Integrated Planning _____	☐ NVRC _____
☐ Development _____		
Engineering _____	☐ ITS _____	☐ RCMP _____
☐ Development Services _____	☐ Parks _____	☐ Other: _____
☐ Engineering _____		
Infrastructure _____	☐ Real Estate _____	
☐ Engineering Public _____		
Works _____	☐ Solicitor _____	
☐ Environment _____	☐ Transportation _____	
☐ Facilities _____		

The Corporation of the District of North Vancouver

Bylaw 8778

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1462 (Bylaw 8778)”.

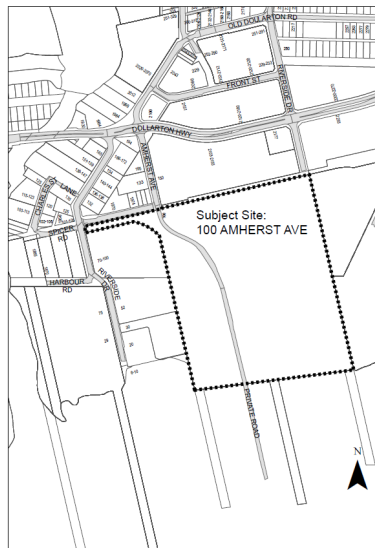
2. Amendments

2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

- a) Section 403A Uses Prohibited in All Zones, (1) (f) “the manufacture of hazardous substances except:” is amended as follows:

After (i), add the following:

- (ii) for the manufacturing, processing, liquefaction, handling, storage, loading and shipping of chlorine, on the lands located at 100 Amherst Avenue identified on the plan attached hereto.



READ a first time January 12, 2026

PUBLIC HEARING held February 24, 2026 and February 25, 2026

READ a second time May 25, 2026

PUBLIC HEARING held June 16, 2026 and June 17, 2026

READ a third time July 6, 2026

Certified a true copy of “Rezoning Bylaw 1462 (Bylaw 8778)” as at Third Reading

Corporate Officer

APPROVED by the Ministry of Transportation and Transit on July 14, 2026

ADOPTED

Mayor

Corporate Officer

Section 219 Covenant

Materials to be circulated via agenda addendum.

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AGENDA INFORMATION				
☒ Regular Meeting	Date: July 20, 2026			
☐ Council Workshop	Date:			
☐ Information Report	Date:			
☐ Other	Date:			
		Dept. Manager	GM/ Director	CAO

The District of North Vancouver REPORT TO COUNCIL

July 8, 2026

Case: PLN2019-00030

File: 08.3060.20/030.19

AUTHOR: Yan Zeng, Manager, Development Planning

SUBJECT: Rezoning Bylaw 8770 - 526-550 Riverside Drive & 2194 Windridge Drive

RECOMMENDATION:

THAT Council give no further readings and abandon “District of North Vancouver Rezoning Bylaw 1460 (Bylaw 8770)” at third reading.

REASON FOR REPORT:

This report seeks Council direction regarding “District of North Vancouver Rezoning Bylaw 1460 (Bylaw 8770),” which received first, second and third readings on March 16, 2026.

After March 16, 2026, the applicant sought reductions to the off-site infrastructure requirements that formed part of the rezoning conditions. Staff reviewed the request for apportionment and indicated support for certain adjustments. The applicant however, sought further reductions to the required works and/or reductions to Development Cost Charges (DCCs). Staff do not support these requests, as the works are necessary to support the proposed development or required by the Development Servicing Bylaw.

As the applicant has advised that they do not intend to proceed with the rezoning under the terms approved by Council on March 16, 2026, staff now recommend that Council give no further readings and abandon Bylaw 8770 at third reading.

BACKGROUND:

On December 2024¹, Montage Development submitted a rezoning application on behalf of Summit Wind Properties Ltd., to redevelop the site for 36-starta townhouse units in two 3-storey buildings and two 4-storey buildings over a shared underground parkade.

March 16, 2026 – After notice was provided in accordance with Section 467 of the *Local Government Act*, Bylaw 8770, rezoning the site to the Comprehensive Development Zone 161 (CD161), received [First, Second and Third readings](#)². Staff presented the application along with rezoning conditions that had been agreed between staff and the applicant. The rezoning conditions include certain off-site civil works.

June 2026 – The applicant stated that they can not proceed with the full list of off-site civil works due to cost considerations. In particular, they seek to remove the requirement of upgrading 75 m of the existing storm main on Mount Seymour Parkway and Heritage Park Lane as well as of storm and sanitary main upgrades along Windridge Drive frontage. Please see the applicant's letter (Attachment 1).

ANALYSIS:**Frontage and Off-Site Requirements Agreed-to at Bylaw Readings**

In accordance with District rezoning application process, the required works and services were established based on applicable District bylaws, policies and engineering standards prior to March 16, 2026, Council consideration of first, second and third readings of Bylaw 8770.

These requirements were set out in the off-site drawings prepared by the applicant's Professional Engineer (Creus Engineering) and supported by signed and sealed cost estimates dated January 20, 2026. The required works and services were reviewed through the application process and formed part of the basis for staff's previous recommendation of support and Council's consideration of the rezoning application.

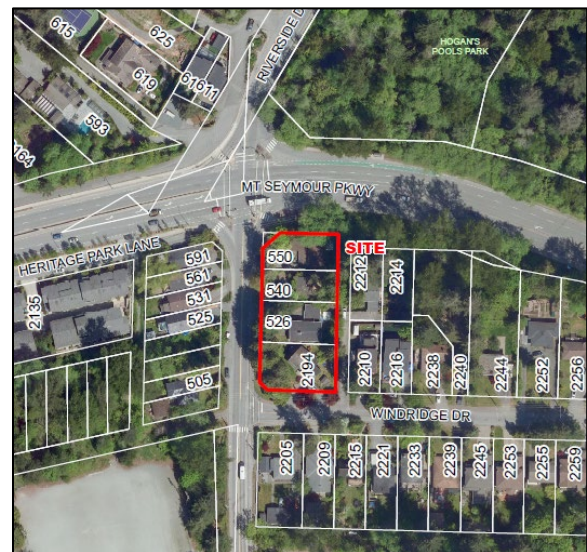


Figure 1: Aerial of Site

¹ The original application was submitted in May 2019, put on hold due to changing conditions and ownership, and a new proposal was resubmitted in December 2024.

² First, Second and Third Reading Report [#6690359](#)

Minutes of the Council's meeting for First, Second and Third readings [#6729954](#)

Applicant's Request to Reduce Off-Site Infrastructure Upgrades

After Council's consideration in March of 2026, the applicant requested that staff consider the apportionment of certain required off-site infrastructure upgrades on the basis that the improvements would benefit both the proposed development and the surrounding area. The applicant cited cost escalation, overall project-related fees and charges, and project viability as factors supporting the request.

Staff assessed the request and, having considered the scale of the development and the timing of potential infrastructure upgrades, revised the off-site servicing requirements by removing the watermain upgrade on Riverside Drive and reducing the scope of roadworks required beyond the centreline of the frontage roads.

Following staff's revised off-site servicing requirements, the applicant advised that, in their view, the project would remain financially non-viable unless the requirement for the 75 m storm main upgrade on Mount Seymour Parkway was also removed.

Staff reviewed the request and do not support removing the storm main upgrade requirement for the following reasons:

- The development is located within a growth centre, where the District's capital planning framework generally applies the principle that growth-related infrastructure upgrades are funded by development. No capital funding is currently allocated for the storm infrastructure improvements on Mount Seymour Parkway that form part of the rezoning requirements.
- The section of storm main on Mount Seymour Parkway identified for upgrade is required to support the proposed development and forms part of a broader planned upgrade to address capacity constraints within the storm drainage system. Staff consider this upgrade to be the minimum infrastructure improvement necessary to support the rezoning application. Additional upgrades to the storm system are anticipated to be delivered through future development projects as redevelopment occurs within the catchment area.

In addition, the applicant requested that the following works be removed from the development requirements, or alternatively that Development Cost Charges (DCCs) be adjusted to recognize delivery of these works:

- sanitary main upgrade on Windridge Drive
- new storm main on Windridge Drive

Staff do not support these requests. The above works are required under Development Servicing Bylaw and would apply to the proposed development of the site with or without a rezoning. As such, staff do not support removing or offsetting these requirements through the

rezoning process or a subsequent development variance permit process. Staff recommend that the requirements be satisfied in accordance with the bylaw.

FINANCIAL IMPLICATIONS

DCC estimate is approximately \$821,000 and Metro DCC estimate is approximately \$901,000. A target-rate CAC is also offered, at \$638,242.

In addition, there is a land dedication totalling approximately 333.38 m² (3,588.47 sq. ft.), along Riverside Drive.

The District's capital budget is experiencing significant constraints. However, even without the current budgetary limits it remains critical for all development proposals, including this project, to continue to pay for their share of infrastructure upgrades to ensure financial sustainability.

CONCLUSION

The off-site infrastructure requirements were established through the rezoning review process and formed part of the conditions presented to Council when Bylaw 8770 received first, second and third readings on March 16, 2026.

Following Council's consideration of Bylaw 8770, staff reviewed the applicant's request for apportionment and reduced certain off-site servicing requirements. The applicant has indicated that they do not intend to proceed with the development unless additional requirements are removed and/or Development Cost Charges (DCCs) are adjusted. Staff do not support these requests.

Given that the applicant has stated they do not wish to fulfil the rezoning conditions, staff recommend that Council give no further readings and abandon Bylaw 8770 at third reading.

Should a new rezoning application be submitted in the future, it would be evaluated based on the policies, bylaws, engineering standards and servicing requirements in effect at that time.

Options:

The following options are available for Council's consideration:

- THAT Council give no further readings and abandon "District of North Vancouver Rezoning Bylaw 1460 (Bylaw 8770)" at third reading (staff recommendation); or
- THAT Bylaw 8770 and associated rezoning application be referred to staff to assess the financial, servicing and policy implications of further apportionment of the Mount Seymour Parkway storm main upgrade requirement and report back to Council.

Respectfully submitted,

A handwritten signature in black ink, reading "Yan Zeng". The signature is written in a cursive, flowing style.

Yan Zeng
Manager, Development Planning

Attachments:

1. Applicant's Letter

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

SUMMIT WIND REAL ESTATE LP

c/o Naikoon Contracting Ltd. · North Vancouver, BC

July 3, 2026

Yan Zeng, Manager, Development Planning

Kevan Khoshons, P.Eng., Manager, Development Engineering

District of North Vancouver — 355 West Queens Road, North Vancouver, BC

Re: 526–550 Riverside Drive — Applicant Response to Required Engineering Works and Services (DNV letter of July 2, 2026)

Dear Yan and Kevan,

Thank you for the itemized summary and for the constructive discussions over the past several weeks. We also want to acknowledge the meaningful scope reductions staff offered on June 24 — the removal of the Riverside Drive water main upgrade and the reduced roadworks and lane scope. Those changes are appreciated and are accepted in full. We remain fully committed to delivering this project, which received unanimous Council support at first, second and third readings, and to responding to each item on your list clearly and transparently, as requested.

1 · Our response to each required item

Item (per your July 2 letter)	Our position	Rationale
Section 1 — Standard BP frontage requirements (Riverside, Windridge, Mt Seymour Pkwy, Lane, intersection)	ACCEPTED	Committed at our sole cost: full frontage works — sidewalks, protected bike lane, bus stop and shelter, curb/gutter, street lighting, intersection improvements incl. island removal, road to centreline, all service connections, landscaping — plus 333.38 m ² land dedication. Minor technical clarifications (utility pole/undergrounding attribution, signal pole relocation vs. signalization engineering) are set out in the attached engineering markup.
Section 3 — Reduced scope offered June 24 (water main removed; Riverside & Windridge roadworks to centreline + mill/overlay; reduced lane scope)	ACCEPTED — with thanks	We accept the revised scope as offered, including laneway grading, drainage, milling, paving, temporary curbing and letdowns, with asphalt curb and gutter along our lane frontage.
Riverside & Windridge Drive sanitary mains	CAN BE INCLUDED — delivery mechanism to be confirmed	This is renewal of aging AC pipe rather than a project impact. Nonetheless, we are prepared to deliver this work while mobilized — as a DCC credit where eligible, or as District-cost works we construct on the District's behalf — so the community gets the renewal at the best possible price. (Estimated \$136,000 relining on Riverside & \$69,000 replacement on Windridge per Creus Engineering.) The project is not causing this maintenance work to be required, but is an opportunity to facilitate cost effective work.
Windridge Drive new storm main	REQUEST REMOVAL (alternative offered)	No storm main exists on Windridge today, and the development does not increase flows to this road: post-development discharge is fully mitigated on site (Creus, June 30). New pipes here would add flow toward the same downstream capacity constraint the District has identified. If the District nonetheless requires this infrastructure, we are willing to deliver it via DCC credit (where eligible) rather than as an additional project cos. (Estimated \$100,000 plus overheads per Creus Engineering.)
Mt Seymour Pkwy / Heritage Park Lane storm main upgrade (~75 m, 375→600 mm)	REQUEST REMOVAL as a condition of this Rezoning	This segment is a full intersection away and is not connected to the site. The capacity concern was identified through the District's own system modelling; it is not caused by this development. Creus's signed calculations (June 30) confirm post-development peak discharge does not exceed pre-development levels up to the 10-year design storm, and we will upsize our on-site detention to the full 80.1 m ³ requirement at our cost. A 36-home project delivering approximately \$3.1M in government charges and roughly \$1.67M in constructed frontage and intersection works (the off-site improvement value referenced in the February 24, 2026 Council

		report) cannot also fund a District trunk upgrade of this magnitude; it is properly a District-cost item (which we would be pleased to construct on the District's behalf while mobilized, if helpful).
Traffic signalization upgrades at Mt Seymour Pkwy	CLARIFICATION	We accept signal pole relocation where required by our intersection works. Broader signalization engineering or upgrades reflect network needs rather than an impact of this development and are beyond what the project can carry.

2 • The project's public contribution, for context

With the works above, this 36-home project delivers approximately **\$3.1M** in government charges and fees — DNV DCCs of **\$821,052**, a Community Amenity Contribution (including public art) of **\$638,242**, approximately **\$1.19M** in Metro Vancouver and TransLink DCCs at anticipated payment-date (2027) rates, District permit and application fees of approximately **\$364,000**, and BC new-home warranty enrolment — plus roughly **\$1.67M** of constructed frontage and intersection works, land dedication of **~333.38 m²**, and on-site stormwater detention protecting the downstream system to the 10-year storm. That is on the order of **\$130,000 per home** in public contributions before construction begins, which we believe represents a full and fair share for a project of this scale.

3 • Viability, and the path forward

We want to be direct, because we believe staff and Council deserve clarity: with the Heritage Park Lane trunk upgrade included as a condition, the project is not financially viable and cannot proceed — and none of the housing, charges, works or ongoing tax revenue above would be realized. With the itemized resolution set out here, the project proceeds and every one of those benefits is delivered. We recognize the offsite scope discussion has come after third reading, and we take our share of responsibility for not resolving it earlier; our team moved immediately once the full extent and cost of the trunk upgrade became clear.

We respectfully ask that the staff report present Council with the option of proceeding by way of amended conditions (including re-reading of second and third readings as amended, if required under the Local Government Act), reflecting the positions above. We and our consultants are available at any time before the July 20 Council meeting — including an all-parties working session with staff and legal counsel — to finalize the Development Covenant on this basis.

Thank you again for the professionalism and effort your teams have brought to this file. We are confident there is a reasonable path here that serves the public, the District and the project alike.

Sincerely,

Joe Geluch

Director, Summit Wind Real Estate LP (Owner) · joe@naikoon.ca · 778-868-8757

Encl.: Engineering scope markup (Montage / Creus, July 3, 2026); Creus stormwater management calculations (June 30, 2026)

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



 Dept.
Manager



 GM/
Director



 CAO

The District of North Vancouver REPORT TO COUNCIL

July 7, 2026

File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: **Bylaw 8771 – Rezoning for a Six-Unit Townhouse Development at 873 Premier Street**

RECOMMENDATION:

THAT “District of North Vancouver Rezoning Bylaw 1461 (Bylaw 8771)” is ADOPTED.

BACKGROUND:

Bylaw 8771 received first, second and third readings on July 6, 2026 ([Staff Report](#)).

Approval from the Ministry of Transportation and Transit was received on July 13, 2026.

The bylaw is now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaw;
2. Give no further readings and abandon the bylaw at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaw.

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachment:

1. Bylaw 8771

SUBJECT: Bylaw 8771 – Rezoning for a Six-Unit Townhouse Development at 873 Premier Street

July 7, 2026

Page 2

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

The Corporation of the District of North Vancouver

Bylaw 8771

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1461 (Bylaw 8771)”.

2. Amendments

2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

- a) Part 2A Definitions is amended by adding CD160 to the list of Zones that Part 2A applies to.
- b) Section 301(2) by inserting the following zoning designation:

“Comprehensive Development Zone 160 CD160”

- c) Part 4B Comprehensive Development Zone Regulations by inserting the following:

“4B 160 Comprehensive Development Zone 160 CD160

The CD160 Zone is applied to:

- i) LOT 22 BLOCK 3 DISTRICT LOT 612 PLAN 2377 (PID: 013-832-671)

4B 160 – 1 Intent

The purpose of CD160 Zone is to permit a ground-oriented, multi-family residential development.

4B 160 – 2 Permitted Uses

The following *principal uses* shall be permitted in the CD160 Zone:

- a) Uses Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal uses* are permitted when the conditions outlined in Section 4B 160 – 3 Conditions of Use are met:

i) *Residential use.*

4B 160 – 3 Conditions of Use

a) ***Residential use:*** *Residential use* is only permitted when the following conditions are met:

- i) Each *dwelling unit* has access to private or semi-private outdoor space;
- ii) Each *dwelling unit* has exclusive access to a private garage space; and
- iii) *Balcony*, patio, and deck enclosures are not permitted.

4B 160 – 4 Accessory Uses

- a) *Accessory uses* customarily ancillary to the *principal uses* are permitted.
- b) *Home occupations* are permitted in *dwelling units*.

4B 160 – 5 Density

- a) The maximum permitted *gross floor area* is 817.5 m² (8,800 sq. ft.).
- b) The maximum permitted number of *dwelling units* is 6.
- c) For the purpose of calculating *gross floor area*, the following are exempted:
 - i) Private garage spaces, to a maximum of 260.4 m² (2,803 sq. ft.) in total for the *lot*;
 - ii) The floor area of unenclosed *balconies*, decks, patios and private rooftop terraces, to a maximum of 227.8 m² (2,451 sq. ft.) in total for the *lot*;
 - iii) Enclosed rooftop access stairwells and associated enclosures, not including rooftop landing areas, to a maximum of 15.79 m² (170 sq. ft.) in total for the *lot*;

- iv) Crawlspace areas with a floor-to-ceiling *height* of less than 1.2 m (4 ft.);
- v) Exterior insulation required to meet building energy standards, to a maximum of 30.4 m² (328 sq. ft.) in total for the *lot*;
- vi) Garbage and recycling rooms, to a maximum of 13.94 m² (150.0 sq. ft.) in total for the *lot*; and
- vii) Mechanical and electrical rooms, to a maximum of 4.65 m² (50.0 sq. ft.) in total for the *lot*.

4B 160 – 6 Setbacks

- a) *Buildings* shall be set back from *lot* lines to the closest *building* face as established by development permit and regulated as follows:

Setback	Minimum Required Setback
North Property Line	1.80 m (5.9 ft.)
East Property Line (Premier Street)	3.65 m (12.0 ft.)
South Property Line	2.60 m (8.5 ft.)
West Property Line	2.25 m (7.4 ft.)

- b) Despite Subsection 4B 160 – 6 a), an electrical room may be sited no closer than 1.28 m (4.2 ft.) from the South Property Line.
- c) Despite Subsection 4B 160 – 6 a), a garbage and recycling room may be sited no closer than 0.20 m (0.75 ft.) from the West Property Line.
- d) Decks, balconies, window wells, roof overhangs, vertical projections, and unit entrance canopies are permitted to project into required setbacks up to 1.5 m (5 ft.).
- e) Ground-level patios and unit entry stairs/gates are permitted to project into required setbacks up to 3.0 m (10 ft.).

4B 160 – 7 Height

- a) The maximum permitted *height* for any principal *building* in the CD160 Zone is 11.31 m (37.1 ft.).
- b) Despite Subsection 4B 160 – 7 a), enclosed rooftop access stairwells and associated enclosures are permitted to a maximum *height* of 12.93 m (42.4 ft.).

4B 160 – 8 Coverage

- a) *Building Coverage*: The maximum *building coverage* is 50%.
- b) *Site Coverage*: The maximum *site coverage* is 75%.

4B 160 – 9 Landscaping and Storm Water Management

- a) All land areas not occupied by *buildings*, *patios*, *driveways*, *parking spaces* and *manoeuvring aisles* shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with minimum 90% opacity, is required to screen from view:
 - i) any utility boxes, vents or pumps that are not located underground and/or within a *building*; and
 - ii) any solid waste, garbage, recycling, compost or *loading spaces* that are not located underground and/or within a *building*.

4B 160 – 10 Parking, Loading and Servicing Regulations

- a) Vehicle parking is required as follows:

Use	Parking Requirement
Residential	Minimum of 1.75 parking spaces per <i>dwelling unit</i>
Visitor	Minimum of 0.33 parking spaces per <i>dwelling unit</i>
Small Car	Maximum of 35% of all vehicle <i>parking spaces</i>

- b) Bicycle parking is required as follows:

Use	Minimum Bicycle Parking Requirement
Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces	Minimum of 2 spaces per <i>dwelling unit</i>
Class 2 (Short Term)	Minimum of 4 spaces

- c) Except as specifically provided in Section 4B 160 – 10, parking shall be provided in accordance with Part 10 of this Bylaw.”

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lands from Single Family Residential 7200 Zone (RS3) to Comprehensive Development Zone 160 (CD160).

READ a first time July 6, 2026

READ a second time July 6, 2026

READ a third time July 6, 2026

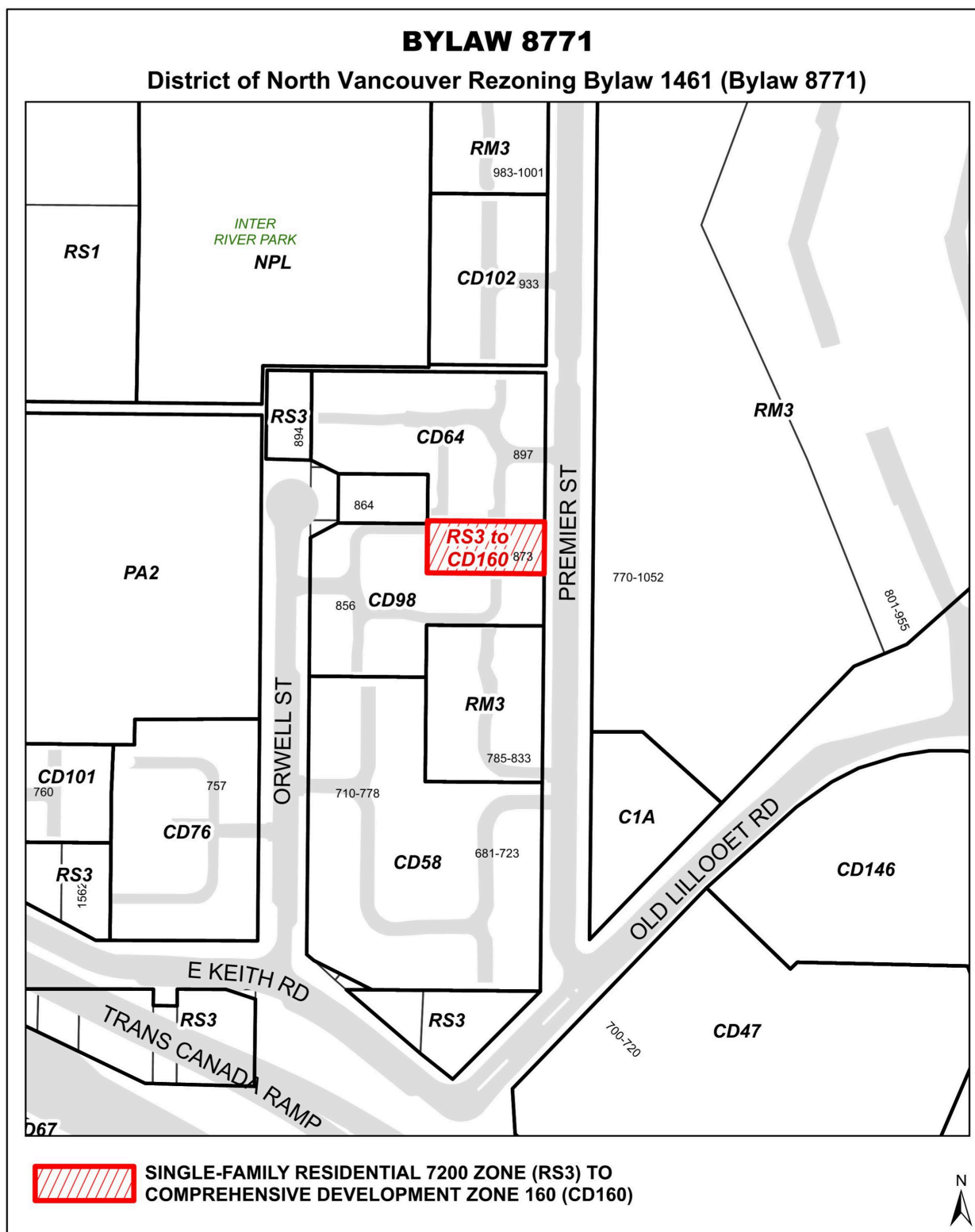
APPROVED by the Ministry of Transportation and Transit on July 13, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8771



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



 Dept.
Manager



 GM/
Director



 CAO

The District of North Vancouver REPORT TO COUNCIL

July 14, 2026
File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: **Bylaws 8802 and 8803: Heritage Revitalization Agreement and Heritage Designation – 3526 Everglade Place**

RECOMMENDATION:

THAT “Heritage Designation Bylaw 8802, 2026 (3526 Everglade Place – Perry Residence)” is ADOPTED;

AND THAT “Heritage Revitalization Agreement Authorization Bylaw 8803, 2026 (3526 Everglade Place – Perry Residence)” is ADOPTED.

BACKGROUND:

Bylaws 8802 and 8803 received first reading on June 22, 2026 ([Staff Report](#)). A public hearing was held and closed on July 7, 2026. Bylaws 8802 and 8803 received second and third reading on July 13, 2026.

The bylaws are now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Give no further readings and abandon the bylaws at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaws.

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

SUBJECT: Bylaws 8802 and 8803: Heritage Revitalization Agreement and Heritage Designation – 3526 Everglade Place

July 14, 2026

Page 2

Attachments:

1. Bylaw 8802
2. Bylaw 8803

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

The Corporation of the District of North Vancouver

Bylaw 8802

A bylaw to designate property as heritage property

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Heritage Designation Bylaw 8802, 2026 (3526 Everglade Place – Perry Residence)”.

Heritage Designation Protection

2. The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:
 - a. the lands in the District of North Vancouver and legally described as: PID 009-366-326, Lot E Block G District Lot 617 Plan 10582; and
 - b. the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the “Perry Residence”).

Authority to Issue Heritage Alteration Permit

3. Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Perry Residence not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager - Planning, Properties & Permits appropriate to the general period and style for the building.

Severability

4. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time June 22, 2026

PUBLIC HEARING held July 7, 2026

READ a second time July 13, 2026

READ a third time July 13, 2026

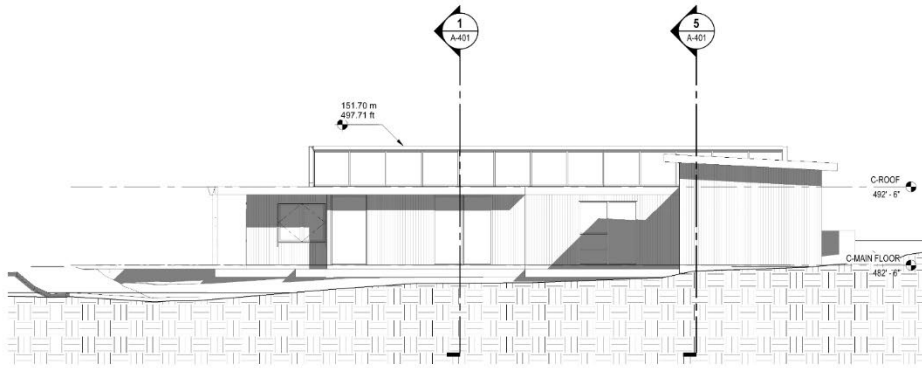
ADOPTED

Mayor

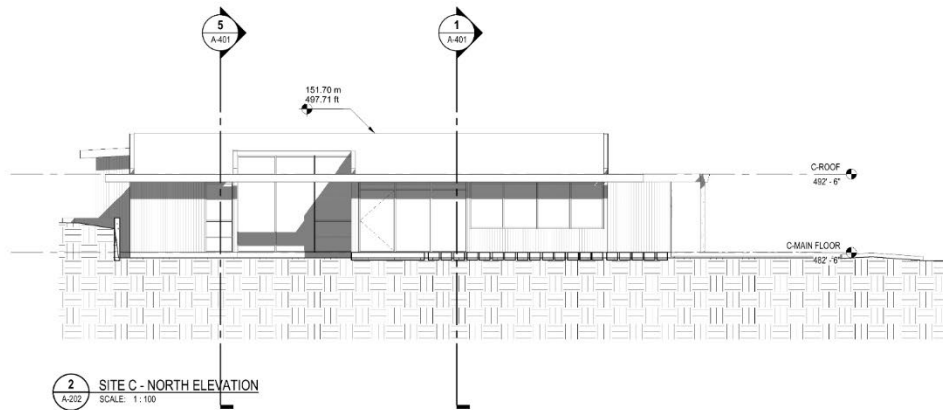
Corporate Officer

PERRY RESIDENCE

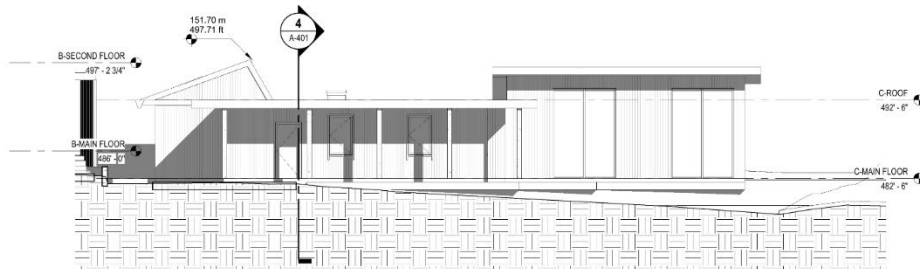




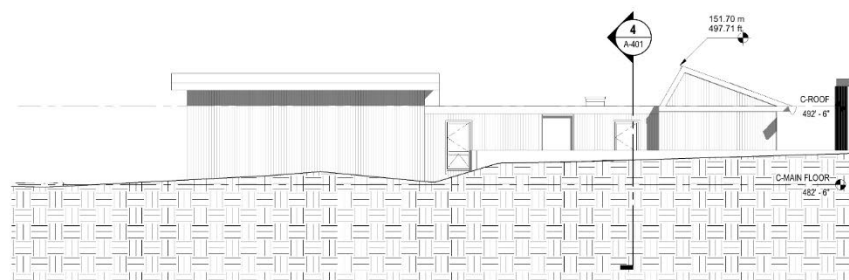
1 SITE C - SOUTH ELEVATION
A-202 SCALE: 1:100



2 SITE C - NORTH ELEVATION
A-202 SCALE: 1:100



3 SITE C - WEST ELEVATION
A-202 SCALE: 1:100



4 SITE C - EAST ELEVATION
A-202 SCALE: 1:100

The Corporation of the District of North Vancouver

Bylaw 8803

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the
Local Government Act (RSBC 2015, c.1)

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Heritage Revitalization Agreement Authorization Bylaw 8803, 2026 (3526 Everglade Place – Perry Residence)”.

Heritage Revitalization Agreement

2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the “Heritage Revitalization Agreement”) with the owner of the property and building located at 3526 Everglade Place (the “Perry Residence”) and legally described as PID: 009-366-326; Lot E Block G District Lot 617 Plan 10582.

Execution of Agreement

3. The Mayor and Corporate Officer are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled “Heritage Revitalization Agreement and Section 219 Covenants – Perry Residence” and forming part of this Bylaw.

Delegation

4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager of Planning, Properties & Permits (the “GM”) and:
 - a. such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
 - b. such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of the Perry Residence and its setting; and

- c. the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

Severability

- 5. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw

READ a first time June 22, 2026

PUBLIC HEARING held July 7, 2026

READ a second time July 13, 2026

READ a third time July 13, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8803

TERMS OF INSTRUMENT - PART 2

HERITAGE REVITALIZATION AGREEMENT AND SECTION 219 COVENANTS – PERRY RESIDENCE

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipal corporation, having a civic address of 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "**District**")

AND:

KATE ELIZABETH JOHNSON, having a civic address of 2550 Queens Avenue, West Vancouver, BC V7V 2Y8

AND:

STEVEN KEITH BAILEY, having a civic address of 2550 Queens Avenue, West Vancouver, BC V7V 2Y8

(Kate Elizabeth Johnson and Steven Keith Bailey are together, the "**Owner**")

WHEREAS:

- A. The Owner is the beneficial and registered Owner in fee simple of lands and premises having a civic address of 3526 Everglade Place in the District of North Vancouver, British Columbia, legally described as PID: 009-366-326, Lot E, Block G, District Lot 617, Plan 10582 (the "**Lands**");
- B. There is a building situated on the Lands known as the "Perry Residence" which the District and the Owner consider to have heritage value and character (the "**Heritage Building**") and which is listed in the District of North Vancouver Community Heritage Register;
- C. The Owner wishes to develop the Lands by relocating the Heritage Building to the south portion of the Lands, restoring and rehabilitating the Heritage Building, and subdividing the Lands into three lots to allow for the construction of two new single-family residential buildings on two new northern lots and for the restored and rehabilitated Heritage Building to remain on the southern lot;
- D. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, *inter alia*, the provisions of a zoning bylaw; and

- E. In order to provide continuing protection to the Heritage Building and allow for the proposed development on the Lands, the Owner has agreed to the heritage designation of the Lands and Heritage Building as protected heritage property and the Owner and the District have further agreed to enter into this Heritage Revitalization Agreement and Section 219 Covenants to provide for the restoration, rehabilitation, long-term maintenance and preservation of the Heritage Building and to vary certain provisions of the District's by-laws in connection with the Lands pursuant to section 610 of the *Local Government Act*.

THEREFORE, pursuant to Section 610 of the *Local Government Act* and Section 219 of the *Land Title Act* and in consideration of the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** In this Agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **"Approving Officer"** means the approving officer for the District appointed under the *Land Title Act*;
- (b) **"Chief Building Official"** means the District's chief building official or his or her designate;
- (c) **"District"** means The Corporation of the District of North Vancouver;
- (d) **"Conservation Plan"** means the *Conservation Plan for the Perry Residence – 3526 Everglade Place, North Vancouver* prepared by Susan Medville, M.A., CAHP, BCAHP at Mountain Heritage, dated February 11, 2026, together with such modifications and additional plans as may be approved by the GM from time to time at the GM's sole discretion a copy of which is attached as Schedule "A";
- (e) **"Development"** means the proposed development on the Lands described above in Recital C;
- (f) **"GM"** means the District's General Manager of Planning, Properties & Permits;
- (g) **"Heritage Alteration Permit"** means a permit to alter or change features of heritage buildings issued by the District pursuant to section 617 of the *Local Government Act*;
- (h) **"Heritage Building"** has the meaning given to it in Recital B;
- (i) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;

- (j) **“Heritage Designation”** means the District’s designation of the Lands and the Heritage Building by bylaw as protected heritage property pursuant to sections 611 and 612 of the Local Government Act;
- (k) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (l) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (m) **“Local Government Act”** means the Local Government Act, R.S.B.C 2015, c.1, as may be amended or superseded;
- (n) **“Lots”** means Lots A, B and C as shown on the Site Plan attached as Schedule “C” and “Lot” means any one of them;
- (o) **“New Buildings”** means the two new single-family residential buildings to be constructed on Lots A and B of the Lands as part of the Development and “New Building” means either one of them;
- (p) **“Owner”** means the registered owner or owners of the Lands and the successors and assigns thereof and;
- (q) **“Permits”** means any building permit(s), development permit(s) and Heritage Alteration Permits issued by the District in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (r) **“Preliminary Plans and Drawings”** means the preliminary plans and drawings for the Development attached as Schedule “D”;
- (s) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (t) **“Rehabilitation Work”** has the meaning given below herein;
- (u) **“Relocation”** means the relocation of the Heritage Building by a qualified contractor to the southern portion of the Lands to be known as Lot C, in accordance with the Preliminary Plans and Drawings, the Conservation Plan and the Relocation Plan;
- (v) **“Relocation Plan”** means the plan for the Relocation of the Heritage Building to the southern portion of the Lands to be known as Lot C, as prepared by Nickel Bros and dated May 27, 2026, a copy of which is attached as Schedule “E”;

- (w) **“Statement of Significance”** means the Statement of Significance prepared by Schueck Heritage Consulting and dated July 2025, a copy of which is attached as Schedule “B”.
- (x) **“Site Plan”** means the proposed plan for the Lands, showing the proposed Lots and location of the Heritage Building and New Buildings, a copy of which is attached as Schedule “C”;
- (y) **“Zoning Bylaw”** means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

ARTICLE 2
SECTION 219 COVENANT -
RELOCATION, REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner will not subdivide, use or develop the Lands and Heritage Building except as specifically set out in this Agreement;
- (b) the Lands and Heritage Building have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of the Heritage Building in accordance with this Agreement and will not demolish the Heritage Building, in whole or in part, nor alter or change in any manner, any exterior feature of the Heritage Building unless the Owner first obtains a Heritage Alteration Permit from the District;
- (c) the Owner, at the Owner's expense, and to the satisfaction of the GM:
 - (i) apply for and obtain from the District all necessary Permits prior to commencing and part of the Development including any Relocation or alteration to the Heritage Building;
 - (ii) within twenty-four (24) months after the date upon which the Permits are issued authorizing the Development on the Lands, plus any additional time by which the date of expiry of the Permit may be extended under the provisions of the *Zoning Bylaw* or other bylaws of the District, shall carry out the Relocation and rehabilitate or cause the rehabilitation of the Heritage Building in accordance with this Agreement, the Permits, the Statement of Significance and the Conservation Plan (the **“Rehabilitation Work”**);
 - (iii) shall ensure that a Heritage Consultant supervises the Relocation of the Heritage Building and the Rehabilitation Work;
 - (iv) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and

- (v) on completion of the Relocation and the Rehabilitation Work as required by this Agreement, shall cause a Heritage Consultant to submit to the GM, a signed statement stating explicitly that the Relocation and Rehabilitation Work has been completed in accordance with any issued Permits, the Statement of Significance, the Relocation Plan and the Conservation Plan;
- (d) the parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
- (i) the Owner must not make an application to subdivide the Lands to create the Lots until the Relocation of the Heritage Building has been completed;
 - (ii) following the Relocation of the Heritage Building to the southern portion of the Lands to be known as Lot C, the Owner may apply for the Lands to be subdivided to create the Lots as generally shown on the Site Plan;
 - (iii) the Heritage Building must be Relocated to Lot C strictly in accordance with the Site Plan, Relocation Plan, Conservation Plan and with the Preliminary Plans and Drawings attached as Schedule "D", as may be modified with the approval of the GM;
 - (iv) one new single-family residential building may be constructed on each of Lot A and B as shown in the Site Plan within the building envelope outlined on the Site Plan and Preliminary Plans and Drawings attached as Schedule "D",
- all in accordance with the terms, limitations and conditions of this Agreement all laws and bylaws including the Zoning Bylaw, as varied hereby;
- (e) nobody will in any way use or occupy either the New Buildings or the Heritage Building or any part thereof and nobody will apply for or take any other action to compel the District, and, notwithstanding that either the New Buildings or the Heritage Building may be ready for occupancy, the District will be under no obligation to issue any occupancy permit occupy either the New Buildings or the Heritage Building or any part thereof at any time after this Agreement is registered on title to the Lands, until:
- (i) the Relocation and Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the GM the signed written statement referred to in Section 2.1(c)v); and
 - (iii) the District has given the Owner a written notice or confirmation by which the District explicitly accepts or confirms its acceptance that the Relocation and Rehabilitation Work has been completed in accordance herewith;
- (f) the District may revoke at any time any occupancy permit(s) issued to occupy either the New Buildings or the Heritage Building prior to completion of the

Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this Agreement, and in such circumstances the Owner, on reasonable notice from the District, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of occupy either the New Buildings or the Heritage Building in contravention of such revocation, this Agreement and any applicable District bylaws, the District, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the New Buildings or the Heritage Building is vacated and unoccupied in accordance with this Agreement;

- (g) the Owner acknowledges and agrees that the Rehabilitation Work carried out in accordance with the Conservation Plan describes a minimum enhancement to the heritage appearance of the Heritage Building. Other technical upgrades may be required in accordance with applicable District's bylaws or Provincial building codes.
- (h) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated, keep it in good condition in all respects at all times and maintain the Heritage Building in accordance with the Standards and Guidelines for the Conservation of Historic Places in Canada and in accordance with the Conservation Plan;
- (i) at all times after and while this Agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (j) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this Agreement, the Conservation Plan and/or any development and/or Heritage Alteration Permits issued by the District;
- (k) wherever the Owner is issued a Heritage Alteration Permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of the Heritage Building, or to construct or maintain other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Heritage Alteration Permit and all plans and specifications forming part thereof and shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice;
- (l) in the event that the Heritage Building is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage. In the event that the Heritage Building is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as

determined by the Chief Building Official, the terms of this Agreement which relate to the Heritage Building shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or regulations of the District or any other laws of any other authority having jurisdiction;

- (m) if at any time, in default under this Agreement, the Owner, in the District's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the District may explicitly permit, after notice from the District to so rectify such default, the District, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, enter onto the Lands or into the Heritage Building to rectify the Owner's default; and
- (n) the Owner acknowledges and agrees that, notwithstanding that this Agreement and the Heritage Designation and this Agreement may result in restrictions with respect to the future use and development of the Lands and any Lots into which the Lands may be subdivided and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor by the development rights and variances set out in this Agreement and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this Agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 613(1) of the *Local Government Act* have been fully satisfied, and the Owner hereby releases the District and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the District for any loss, injury, damage or expense the District may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected with this Agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this Agreement.

ARTICLE 3 OPTION TO PROVIDE LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out in Article 2 in respect of the New Buildings and the Heritage Building, the District, in its discretion, may issue occupancy permits therefor and, on that basis either the New Buildings or the Heritage Building or both, may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the District for any and all occupancy permits required therefor and pays all fees required therefor;
- (b) this Agreement has been fully registered in the Land Title Office to the District's satisfaction;
- (c) the District has issued a building permit and/or Heritage Alteration Permit in respect of the Rehabilitation Work;

- (d) all legal requirements for occupancy of the New Buildings and the Heritage Building have been fulfilled;
- (e) the Owner has delivered to the District, in all respects to the District's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the District;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the District's opinion, in breach of any of its obligations under this Agreement or any other agreement between the District and the Owner with respect to the New, Buildings, the Heritage Building and/or the Lands; and
- (g) the District, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the GM and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the GM and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The District may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the District's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the District in any way undertakes all or any part of the Rehabilitation Work pursuant to this Agreement.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this Agreement, the District will, as the case may be, return to its issuer any letter of credit provided to the District hereunder or, if the District has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4

SECTION 219 COVENANT - NO SEPARATE SALE

4.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the

Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands will be owned at all times by the same person or persons.

4.2 Within a reasonable time of the Owner's request after the relocation of the Heritage Building to Lot C has been completed in accordance with this Agreement, the District, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4 and Lots A and B may be separately sold.

ARTICLE 5 DEBTS OWED TO DISTRICT

5.1 If the District, pursuant to this Agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the District may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the District, forthwith on demand, to the extent the District has not taken payment for such costs from any letters of credit provided to the District hereunder, as reimbursement for expenses incurred, the full amount of all costs the District incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the District's overhead, and any such amounts the Owner does not pay or fails to pay to the District forthwith on demand will bear interest, until paid in full, at a rate of 6% per annum calculated and compounded monthly from the date such cost or expense was incurred or payment or expenditure was made by the District. Such amounts required to be paid by the Owner shall constitute a debt due and owing to the District.

ARTICLE 6 BYLAW VARIATIONS

6.1 Pursuant to the provisions of Section 610(2)(b) of the *Local Government Act*, the following variances to the Zoning Bylaw are granted through this Agreement to enable the proposed renovations to and rehabilitation of the Heritage Building on the Lands and the Development:

- (a) Minimum lot area: 407.74 m² on Lot A and 408.06 m² Lot B;
- (b) Minimum lot width: 14.20 m on Lot A and 14.32 m on Lot B;
- (c) Minimum lot depth: 28.50 m on Lots A, B, and C;
- (d) Maximum Floor Space Ratio: 0.78 on Lots A and B
- (e) Maximum building depth: 21.22 m on Lot A, 21.21 m on Lot B, and 24.20 m on Lot C;
- (f) Maximum building coverage: 50.6% on Lot A, 50.5% on Lot B, and 37.4% on Lot C;

- (g) Maximum building height: 8.50 m on Lots A and B;
- (h) Minimum front yard setback: 2.20 m on Lots A and B, 4.90 m on Lot C;
- (i) Minimum rear yard setback: 5.17 m on Lot A, 5.16 m on Lot B, and 1.20 m on Lot C;
- (j) Minimum side yard setback: 1.20 m on Lots A and B;
- (k) Minimum combined side yard setback: 2.83 m on Lots A and B; and
- (l) Minimum flanking side street setback: 3.10 m on Lot C.

ARTICLE 7 SUBDIVISION

7.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision or similar plan as the case may be:

- (a) the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) the burdens, obligations and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created,

provided that following the proposed subdivision to create the Lots, the parties acknowledge and agree that the obligations and covenants contained in Sections 2.1(h) to (m) of the Section 219 Covenant contained in Article 2 hereof will be limited to the Owner of Lot C, being the Lot that contains the Heritage Building.

7.2 The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the proposed subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the proposed subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:

- (a) a Section 219 development covenant securing the development conditions on Lots A, B, and C, including building form, character, materials, and unit count, registered against title to each lot in favour of the District in priority to all financial charges;
- (b) a stormwater management covenant; and
- (c) an Engineering Servicing Agreement,

all of which covenants must be in a form acceptable to the District's Municipal Solicitor.

ARTICLE 8 GENERAL

8.1 Agreement's Relation to Subdivision Approval. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the proposed subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any proposed subdivision plan, which approval remains at the discretion of the Approving Officer.

8.2 Heritage Alteration Permits. The Owner acknowledges that the issuance of a Heritage Alteration Permit is at the sole discretion of the District and the District is at no time under any obligation to issue a Heritage Alteration Permit to the Owner. Any application for a Heritage Alteration Permit must be consistent with the Conservation Plan and may be considered by the GM pursuant to the authority delegated to the GM by the District Council in Heritage Revitalization Agreement Authorization Bylaw No. 8803.

8.3 Adoption of Bylaw. This Agreement, following execution by the parties, shall become effective only upon the adoption by District Council of Heritage Revitalization Agreement Authorization Bylaw No. 8803 authorizing this Agreement.

8.4 Amendment. As required by the *Local Government Act*, parties acknowledge and agree that this Agreement may only be amended by one of the following means:

- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands, or
- (b) by Heritage Alteration Permit issued pursuant to Section 617 of the *Local Government Act*.

8.5 Representations. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

8.6 Statutory Functions. Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the District in the exercise of its statutory functions and responsibilities, including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Property.

8.7 No Liability to District. In no case shall the District be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatever, however caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or

- (b) any loss or damage of any nature whatever, however caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,

arising directly or indirectly from, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

8.8 Indemnity. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

8.9 Damages. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having heritage value to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

8.10 Specific Performance. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Heritage Building.

8.11 Priority of Registration. The Owner, at his, her or its expense, after execution of this Agreement, shall do or cause to be done all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the District may require.

8.12 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this Agreement and to ensure timely and effective registration in the Land Title Office.

8.13 Waiver. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the District unless a written waiver authorized by resolution of the Council and signed by an officer of the District has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the District on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by

the District of any subsequent default or in any way to defeat or affect the rights of remedies the District.

8.14 **Time of Essence.** Time will be of the essence in respect of this Agreement.

8.15 **Successor's Bound.** All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements herein on the part of the Owner. The District will file a notice of this Agreement in the Land Title Office in accordance with section 610(10) of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

8.16 **District's Other Rights and Obligations.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the District or, if the District so elects, prejudice or affect the District's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter*, and the *Local Government Act*, or any other Act of the legislature of British Columbia, as amended from time to time. 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 Owner 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.

8.17 **Compliance with Laws.** Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty days' written notice to the District shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

8.18 **Notices.** Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

To the District:

District of North Vancouver
355 West Queens Road,
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

If to the Owner:

Kate Elizabeth Johnson and Steven Keith Bailey
 2550 Queens Avenue,
 West Vancouver, BC V7V 2Y8

Any party hereto may at any time give notice in writing to the other of any change of address and after the third day of the giving of such notice the address therein specified shall be the address of such party for the giving of notices.

8.19 **Interpretation.** The following provisions regarding interpretation apply to this Agreement:

- (a) Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular; and
- (b) 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.

8.20 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8.21 **Severability.** If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

8.22 **District Approvals.** In this Agreement, where District “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this Agreement, such “approval”, “acceptance”, “consent” or similar District agreement or authority must be provided in writing, by the District departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a District department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

SCHEDULE "A"
CONSERVATION PLAN

Conservation Plan for the Perry Residence 3526 Everglade Place, North Vancouver



Perry Residence- Selwyn Pullan Photograph, circa 1960s

Prepared For: Steven Bailey

Prepared By: Mountain Heritage, Susan Medville, M.A., CAHP, BCAHP

February 11, 2026

Revised- May 26, 2026 (See revisions highlighted in yellow, pages 7-8, 12)

Revised – June 4, 2026 (Interior recommendations added, pages 15-19)



MOUNTAIN
HERITAGE

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Introduction

Name of Building	Perry Residence
Address	3526 Everglade Place
Municipality	District of North Vancouver
Legal Description	LOT E BLOCK G DISTRICT LOT 617 PLAN 10582
Parcel Identifier (PID)	009-366-326
Year Built	1963
Original Owner	Frank Perry
Builder	Unknown
Architect/ Designer	Arthur Erickson
Heritage Status	Listed in the District of North Vancouver Community Heritage Register and listed as a secondary building in The Modern Architecture of North Vancouver 1930-196 Heritage Building Inventory

In November of 2025, Steven Bailey, property owner of 3526 Everglade Place, District of North Vancouver requested that a Conservation Plan be completed by Mountain Heritage. This work is being done in conjunction with the Mr. Bailey's plans of rehabilitating the property to better serve current housing needs and to ensure the long-term conservation of the structure and based on the understanding that as a historic property it represents a unique, valuable and irreplaceable resource.

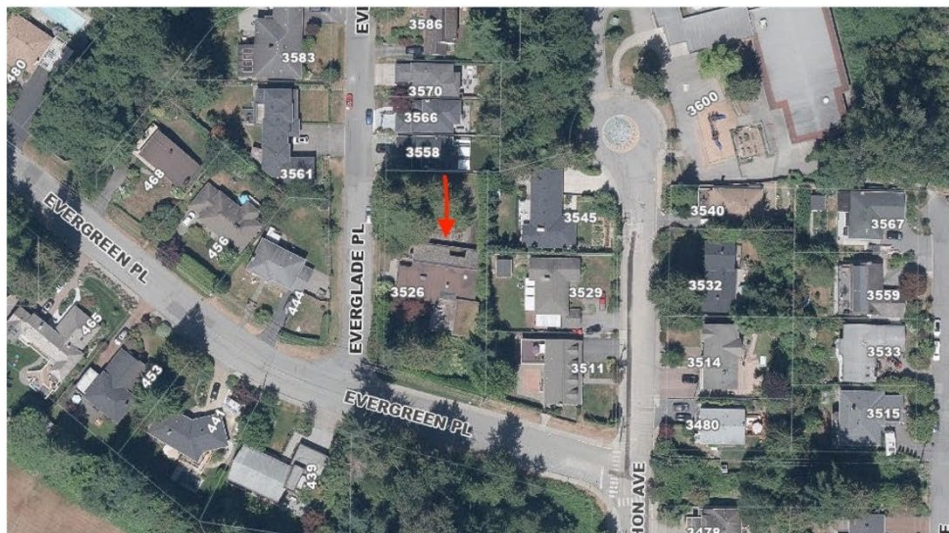
A Statement of Significance (SOS) was developed for the residence in July of 2025 by Schueck Heritage Consulting (see Appendix I). The SOS provides, baseline heritage data on the building. The Conservation Plan takes the SOS into full consideration to ensure any work that is done on the site will be conducted with the Heritage Values and Character Defining Elements in mind and their preservation well planned for. The Conservation Plan inclusive of the SOS should be used as a guide to assist any specialist or contractors involved with any work at the building to understand the importance of the building's Heritage Values and Character Defining Elements.



(Arthur Erikson sketch of building, circa 1960s)

Site Location

For the purposes of this report the front elevation of the building is identified as the north elevation. The north elevation is the location of the building's formal double doored entrance. The west elevation faces Everglade Place. The building is located in the Norwood Queens - Delbrook neighbourhood of the District of North Vancouver, BC.



(Source: Google Maps, 2025)

Methodology

The project began December 10, 2025, with a meeting with property owner Mr. Bailey, project Architect Doug Johnson, and Mountain Heritage on site. Mr. Bailey and Mr. Johnson provided background information on the property and the research materials used in the development of the Statement of Significance. Observations were made during a walk around the property, focusing on the building's exterior of which photographs and field notes were taken. Historic photographs and informed observation of materials in place show that very few changes have taken place to the structure since its construction and it has been moderately well maintained, leaving most of the historic fabric of the structure intact.

Based on the information gathered on site, consultation, inclusion of the Statement of Significance and following the Park's Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* the Conservation Plan has been developed. The Conservation Plan was submitted to Mr. Bailey and Mr. Johnson, February 11, 2026. Revisions were made to the plan May 26 and June 4, 2026.

Background

The owner has expressed that their end goal is to conserve the historic house located 3526 Everglade Place in a way which allows for livability and functionality, allowing for continued residential use of the building and the creation of additional housing on north end of the property.

The owner's intent is to move the subject building approximately 35 feet to the south and five feet to the east on the lot, retaining its current orientation on the property. This move will require a removal of the existing foundation and the construction of a new foundation. The north-west portion of the lot will be subdivided to allow for two additional stand-alone residences.

This Conservation Plan addresses the interventions and maintenance recommendations that should be followed when developing a scope of work for the future care and conservation of the subject building.

The below portion of the plan provides a policy framework that will ensure any potential work done is being conducted with the building's Heritage Values and Character Defining Elements in mind and their heritage conservation planned for.

The following Conservation Plan identifies the following items:

- Listing of **proposed interventions** or work that needs to take place on and in the building.
- The **Character Defining Elements** (CDEs) that have potential to be impacted by the work.
- The **conservation strategy**- succinct statements of intent for each action.
- **Maintenance** recommendations.

Prior to undertaking any work on the building, *The Standards and Guidelines for the Conservation of Historic Places in Canada*, found in Appendix II, should be reviewed by both the individuals involved in the oversight of the project and by any professionals such as an architect or building engineer and contractors hired to do the work. These guidelines along with best practices for heritage conservation, have been taken into consideration with the below Conservation Plan in regard to the proposed interventions currently needed to ensure the longevity of the structure. Every effort should be made to familiarize those working on the project with the planned conservation approach and actions and to ensure they understand the scope project and importance of the building's character-defining elements.

Before any work is to take place, it is recommended that a Qualified Hazardous Material Specialist experienced in the restoration of heritage structures to be consulted prior to any work, which may disturb possible hazardous materials such as paint, materials that may contain asbestos or mold. No hazardous material surveys were undertaken in the course of this report. It is also recommended that a qualified Structural Engineer and Licensed Electrician experienced in successful heritage conservation projects be further consulted to ensure all work is done in compliance with current codes and building regulations. These professionals should be knowledgeable to alternative compliances and heritage variances that may be available to the Perry Residence as a listed home on the North Vancouver Heritage Register allowing for a higher retention of heritage materials and conservation.

Project Conservation Strategy

The overall long-term **conservation** strategy for the Perry Residence at 3256 Everglade Place is a combination of **restoration**, **rehabilitation** and **preservation**. These strategies follow as defined in the *Standards and Guidelines for the Conservation of Historic Places in Canada*:

Conservation: all actions or processes that are aimed at safeguarding the Character-defining elements of an historic place so as to retain its Heritage Value and extend its physical life. This may involve preservation, rehabilitation, restoration or a combination of these actions or processes.

Restoration: The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

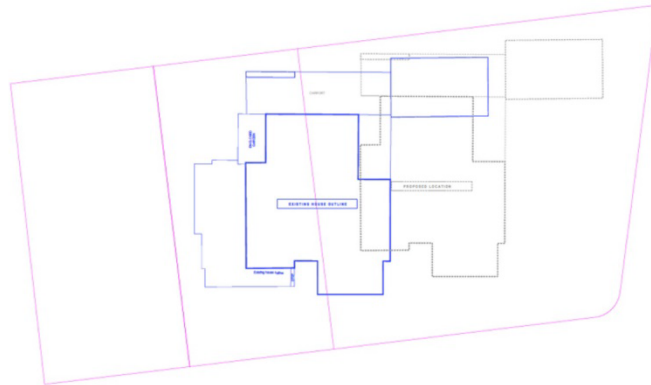
Rehabilitation: the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

Preservation: The action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

The primary intent is to preserve the existing historic structure, while undertaking a rehabilitation that will repair and upgrade the building. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored.

Conservation Plan

Site and Landscape



Site Plan, TKL Design, 2026.

Proposed Intervention

The Perry Residence currently sits in the center of a 0.4 acre-lot. The north portion of the lot is covered with cedar trees, the willow tree on this side of the property mentioned in Erickson's 1963 plans is no longer standing. Erickson did not include any additional notes or drawings in his plans in relation to the landscaping on the site. The southern end of the lot is dense with both native plants and holly, black berry, bamboo and a planted maple. The landscaping has not been maintained. The dense vegetation around the south side of the property has created a natural barrier between the structure and Everglade Place. The movement of the Perry Residence will allow for the northern part of the lot to be redeveloped and the conservation of the historic building. It is proposed that the building moved on lot approximately 35 feet to the south and five feet to the east on the property maintaining same orientation. The north and west side decking of the heritage building will be rehabilitated to accommodate proposed property line realignments. Gardens and landscaping will be rehabilitated as per the *Primary Landscape Design Objective for the Perry Residence*, TKL Design, 2026.

Impacted Character Defining Elements

- Location in the Norwood Queens-Delbrook neighborhood of the District of North Vancouver.
- The physical and visual connection of the house and studio to the natural setting.

Conservation Strategy

Preservation and Rehabilitation

- Preserve the orientation of the building. Frontages of the building facing Everglade Place and Evergreen Place will remain the same.
- Rehabilitate landscape and gardens around the building so that building maintains its relationship with outdoor and indoor connections per recommendations *Primary*

Landscape Design Objective for the Perry Residence, TKL Design and taking into special consideration the three following bullet points below.

- Retain and incorporate into the landscape plan any mature non-invasive plants and trees currently on the south side of the lot that are outside of the relocated footprint of the structure and decking.
- Retain plantings and establish new plantings that will shield the house from view from Everglade Place, preserving the structure's connection to the natural environment.
- Ensure any new plantings or existing plantings are not directly abutting the historic fabric of the structure or overhang above its roof.
- New structures to the north of the heritage building should be designed to be 'physically and visually compatible with, subordinate to and distinguishable from the historic place' as recommended in Standard 11. (See Appendix II)

Overall Form, Scale and Massing



Proposed Intervention

Exterior footprint of house will be preserved. The house's current configuration is a main single-story structure connected by a carport to the Perry studio with extensive decking on the north and south elevations and moderate decking on the west elevation. The form and scale will change minimally with the enclosure of the carport on the east elevation and enclosure of the porch on the west elevation. Massing of the decking will be reduced on the north and west elevations.

Character Defining Elements

- Original residential form, scale and massing as expressed by its one-story height, with an angled roof and flat planed roof and deep overhangs, that together create strong horizontal lines.
- Large wood decks surrounding the house
- Small private courtyard garden off the main bedroom
- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.

Conservation Strategy

Rehabilitation and Preservation

- Preserve the overall scale and massing of the building.
- The rehabilitation of the west elevation porch encloses a 8'x10' portion creating a pantry and kitchen. (See sections on Walls and Fenestration for additional details.)
- The rehabilitation of the carport from covered space with open walls to an enclosed interior living space with windows. (See sections on Walls and Fenestration for additional details.)
- Because the overall form, scale and massing of the house are important character-defining elements, it is recommended that no other changes be made in the form of additions or alterations.
- The rehabilitation of the bedroom courtyard by the repositioning of bedroom courtyard wood-screen 90 degrees to west.
- The decking will be altered on the north and west elevation of the building. It will be reduced in size on both elevations. Any replacement decking should be constructed of like material.

Roof



Proposed Interventions

The roof lines and gutter system will be preserved on the structure; the roof will be re-membraned to address leaks. The loose river stones which clad the roof presently will be replaced with a like product of river stone replicas in same size, shape and color as the existing but of a lighter material. Sky lights and clerestory windows will be replaced with windows of the same dimensions and a like material. The brick chimney will be removed.

Character Defining Elements

- The physical and visual connection of the house and studio to the natural setting

- Original residential form, scale and massing as expressed by its one-story height, with an angled roof and flat planed roof and deep overhangs, that together create strong horizontal lines
- Skylights
- Clerestory windows
- Roof cladding comprised of medium-sized smooth river rock

Conservation Strategy

Preservation and Rehabilitation

- Preserve the roof structure in its current configuration, as expressed by its angled roof and flat planed roof and deep overhangs.
- Roofing membrane and cladding system will be rehabilitated. River stones of the same dimension are the preferred material for cladding and should match original. If replicas are used for weight considerations, they should match the originals as closely as possible.
- Replace roofing materials when it comes time to reroof.
- Preservation of gutter system, any rehabilitation with like for like materials and dimensions. Any replacement of parts of the gutter system will match existing materials and colors.
- Ensure adequate rainwater disposal system is installed and ensure proper drainage from the site is maintained.
- Replacement of skylights and clerestory windows, flashing and trim with like for like materials, exact in dimension to originals.

Maintenance

- Annually remove any debris or moss from roof with sweeping and gentle hosing. Do not use high pressure hose or harsh cleaning agents.
- Annually inspect flashing, repair as needed.
- Yearly interior and exterior inspection to note any changes such as damaged roofing materials, leaks or pin holes and changes to be immediately addressed.
- Expected roof material replacement on a twenty-year cycle.
- Observe how gutters are functioning on a very wet day. See where failures are occurring repair or replace as needed. Make sure there are no blockages at outlets of gutters.
- Expected gutter material replacement on a twenty-year cycle.

Foundation



Proposed Intervention

The residence will be moved approximately 35 feet to the south and five feet to the east on maintaining same orientation on property lot, on a new foundation.

Character Defining Element

- Original residential form, scale and massing as expressed by its one-storey height, with an angled roof and flat planed roof and deep overhangs, that together create strong horizontal lines.
- Transition through rooms, especially from the dining room to the living room.

Conservation Strategy

Rehabilitation

- New material should match original in appearance, as viewed from the exterior.
- Foundations should be reviewed by a Structural Engineer.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade to assist drainage and hardscaping to prevent splash back.

Maintenance

- Annual inspection of exterior and interior foundations, where visible, for signs of undue settlement, deformation, or cracking.
- If any of the above found, obtain immediate advice from a professional structural engineer.
- Repointing work of damaged areas should be done with mortar like existing formula.
- Annually check that perimeter drainage piping is functional.
- Arrange a drainage inspection every three to five years.

Exterior Walls



Proposed Intervention

Wall will be rehabilitated on the west elevation for the kitchen addition and with the conversion of the carport to living space. The wall on the west elevation will see the addition of cladding with the 8'x10' enclosure of porch. The opening for the carport on the north elevation will be enclosed as will the east elevation carport elevation. Cladding in other areas will be preserved and restored where it has suffered damage from moisture or other factors.

Character Defining Element

- All wood cladding including very narrow vertical strips
- Inverted triangular fascias

Conservation Recommendation

Rehabilitation, Preservation and Restoration

- Preserve original siding on all elevations, if possible, and clean surfaces for refinishing.
- High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.
- If needed **historic** wood should be refinished to match original cladding.
- Determine the original **historic color and finish** of cladding, restore original color scheme.
- **Color samples should be tested in natural light prior to final application of stain to ensure it matches and will weather to be compatible to existing stain.**
- New cladding used for rehabilitations of carport and west porch should be physically and visually compatible with, subordinate to and distinguishable from the historic walls.
- **New cladding will be of the same dimensions and material (compatible) as the historic fabric however the new material will be distinguishable through the finish use of Shui Sogi Ban instead of staining.**

Maintenance

- In yearly building inspection make note of cladding condition.
- Ensure that no plants (trees, ground plantings, vines, or moss) are touching the building.
- Schedule bi-annual cleaning of exterior, with removal of any insect or animal nests. Washing gently with low pressure garden hose when needed. Do not use high pressure hose, power washer or harsh cleaning agents.

- Yearly check for water ingress, ensuring there is not staining, rot or mould.

Fenestration

The windows and doors of the historic structure are fundamental to the building's appearance and tie directly to its heritage value. The placement of windows and doors in the historic place are what allow for the visual connection of the house and studio to the natural setting, one of its principal Character Defining Elements.

Windows



Proposed Intervention

With the rehabilitation of the west side of the building for additional kitchen space and the rehabilitation of the carport to living space, there will be the limited addition of new windows and doors and the removal of some historic windows and doors. The clerestory lights are failing and will be rehabilitated.

Character Defining Elements

- The physical and visual connection of the house and studio to the natural setting.
- Large wood framed windows, including sliding glass double doors
- Skylights
- Clerestory windows
- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.

Conservation Strategy

Preservation and Rehabilitation

- Complete an inspection and detailed inventory list of all windows to determine extent of recommended repair or replacement.
- Preserve and repair as possible, using in kind repairs where feasible.
- If single glazed windows are to be rehabilitated to accommodate double-glazing. Double glazed units should be visually consistent with original windows.
- If windows or clerestory lights are replaced, they are to be replaced in kind.

- New windows used for rehabilitations of carport and west porch should be physically and visually compatible with, subordinate to and distinguishable from the historic windows.

Maintenance

- Annual inspection to ensure the windows are functioning correctly and conducting repair as needed following conservation standards.
- Do not use high pressure hose or harsh cleaning agents on windows.

Doors



Proposed Intervention

With the rehabilitation of the west side of the building for additional kitchen space there will removal of the wood door facing Everglade Place.

Character Defining Element

- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.
- Carving on front door purportedly by Bill Reid.

Conservation Strategy

Preservation and Restoration

- Complete an inspection and detailed inventory list of all doors to determine extent of recommended repair or replacement.
- Retain the door openings in their original locations and preserve and repair all original doors.
- Retain original doors hardware.
- If original doors or sliding glass doors are replaced, they are to be replaced in kind.
- Any newly installed doors should be visually compatible with existing doors.
- Bill Reid carving will be removed from door and installed in the interior of the building to ensure safe keeping.

Maintenance

- In yearly building inspection make note of door operation and condition of hardware (no rust or breakage).
- At inspection lubricate hardware.
- Replace any broken glass as it happens in doors.
- Check weather stripping for wear and replace as needed.
- Do not use high pressure hose or harsh cleaning agents on doors.

Interior

The Perry Residence features several character-defining interior architectural features that appear to date to the building's original construction. These interior elements should be preserved where possible. Rehabilitation measures may be introduced as required to accommodate functional modern needs or building code upgrades. Any interventions should be made in a manner that is sympathetic to the historic character of the building. If any historic material is to be removed from the building it is recommended that it is done in such a manner that it will allow for the salvage and/or recycling of all architectural elements, siding, lumber, wood flooring, historic doors, windows, brass hardware and other materials.

Ceiling



(Ceiling of existing master bedroom and ceiling in transition from existing dining room to gallery hall and living area)

Proposed Intervention

- Retention and preservation of the existing wood ceilings throughout.

Character Defining Elements

- Extensive use of wood on floors, walls and ceilings
- Wood slat ceiling in the living room

Conservation Strategy

Preservation and Restoration

- Most of the wood ceilings in the structure are in good condition with the exception of a few places where water damage has occurred.
- Complete investigation of condition of ceiling, and repair as required to match existing.
- Roof and skylight details and joints should be inspected, and any leaks should be repaired to prevent further damage to ceilings.

Maintenance

- Maintain wood ceilings with routine dry cleaning such as dusting and light vacuuming with a soft tool. The horizontal elements and ledges will collect dust and dirt quicker than vertical surfaces and should be cleaned more frequently.
- Spot clean ceilings to remove any dirt marks with a clean damp sponge and dried with a clean cloth. If water is insufficient use a non-ionic detergent followed by damp rinsing and drying. Test detergent solution in an obscured area of the ceiling prior to use to ensure it does not damage it.

Interior Walls



(Left to right- existing entryway, wall between existing entry way and dining area, studio)

Proposed Interventions

- Preservation and rehabilitation of the re-sawn strip of fir wall material in entryway and dining area as entryway will be expanded to include part of the existing dining area.
- Removal of the variety of panel wood walls and replacement with drywall finish throughout remainder of building.
- Rehabilitation of studio and garage areas into integrated living space with the rest of the building.

Character Defining Elements

- Extensive use of wood on floors, walls and ceilings
- Transition through rooms, especially from the dining room to the living room
- Re-sawn strips of fir as wall cladding
- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.

Conservation Strategy

Rehabilitation and Preservation

- The re-sawn strips of fir used as a dividing wall currently between the entryway and the dining area will be preserved. The existing wall will be moved a few feet to the west to accommodate the new floor plan.
- The revised entry way floor plan will allow for transition from the entry way to the living area.
- The garage is being rehabilitated to accommodate additional living space, the expanse of windows will be rehabilitated, and the exterior garage doors will be replaced with exterior siding as noted in the recommendations for the section Exterior Walls and the interior garage door by interior drywall.

Maintenance

- Maintain interior walls with routine dry cleaning such as dusting and light vacuuming with a soft tool. The horizontal elements and ledges will collect dust and dirt quicker than vertical surfaces and should be cleaned more frequently.
- Spot clean walls to remove any dirt marks with a clean damp sponge and dried with a clean cloth. If water is insufficient use a non-ionic detergent followed by damp rinsing and drying.

Test detergent solution in an obscured area of the wall prior to use to ensure it does not damage the wall.

Floors



(Wood flooring in existing dining area and tile in existing living room abutting wood floor of den area)

Proposed Intervention

- Removal and replacement of all existing flooring.

Character Defining Element

- Extensive use of wood on floors, walls and ceilings

Conservation Strategy

Non-Applicable

- Wood floors throughout will be replaced with wood flooring at owner's preference for a unified flooring material throughout the structure.
- It is recommended that any deconstruction of the building take place in such a manner that it will provide for the salvage and/or recycling of all architectural elements, siding, lumber, wood flooring, historic doors, windows, brass hardware and other materials.

Maintenance

- Non-Applicable

Furnishings



(Cabinetry in kitchen, den and front door carving)

Proposed Intervention

- Relocation and rehabilitation of built in cabinetry in kitchen, it will be repurposed for use in the new laundry room in the portion of the house which is currently the garage.
- Preservation of built in cabinetry in den.
- Preservation of purported Bill Reid door carving panel. Door carving panel will be relocated into the interior of the structure and on display.

Character Defining Elements

- Wood kitchen cabinets with gull-wing doors
- Hidden pass-through between the kitchen and the dining room, with wine storage underneath
- Carving on front door purportedly by Bill Reid.

Conservation Strategy

Preservation and Rehabilitation

- Rehabilitate the existing kitchen cabinetry to be re-used in the future laundry room.
- Preserve the den cabinetry.
- Preserve and relocate the door carving to the interior of the building.

Maintenance

- Maintain cabinetry with routine dry cleaning such as dusting and light vacuuming with a soft tool. The horizontal elements and ledges will collect dust and dirt quicker than vertical surfaces and should be cleaned more frequently.
- Spot cabinetry to remove any dirt marks with a clean damp sponge and dried with a clean cloth. If water is insufficient use a non-ionic detergent followed by damp rinsing and drying. Test detergent solution in an obscured area of cabinetry prior to use to ensure it does not damage the cabinetry.

Appendixes

Appendix I: Statement of Significance

Prepared by: Schueck Heritage Consulting
July 2025

Description:

Designed in the West Coast Modern style in 1963, the Perry Residence is located on a wooded property on the upper slopes of the District of North Vancouver, British Columbia. It is a one-storey, wood frame house clad in narrow vertical cedar siding, with a combination of angled and flat roof forms clad in river rock and with deep overhangs. It has large expanses of glazing and clerestory windows and is surrounded by a wide wooden deck.

Heritage Values:

The heritage significance of the Perry Residence lies primarily in its aesthetic, cultural and historic values. It is a rare example of a West Coast Modern house, designed by Arthur Erickson just before he became famous, that has essentially retained its original design and materials on both the exterior and interior.

The house has aesthetic value primarily for its West Coast Modern design as evidenced by its overall form and details. It is a modest, one-storey structure with Japanese Shinto design influences. “An ode to Japanese minimalism transplanted into the rugged Canadian forest, the house exemplifies the concept of *Wabi Sabi* that marries the rough and the refined.”¹ Other aspects of Shinto residential design that can be seen in the Perry Residence and which contribute to the ethos of West Coast Modernism include its connection to nature through the use of large windows, clerestory windows, skylights and sliding glass doors that provide natural light and ventilation. Additionally, the house sits in harmony with nature through the extensive use of local materials and through its physical and visual connection to the outside.

The house is clad in narrow vertical wood siding stained dark brown. The deep roof overhangs are both practical (providing shelter to the house and decks from sun and rain) and they help to reinforce the strong horizontal massing. Of particular note on the exterior are the inverted triangular fascia boards, the clerestory glazing and skylights, and the way the angled roof on the north side and the flat roof on the south side work together. Apparently, they were angled to match the declination of the earth so that on December 21st, there is no shadow inside the house.² The cladding on the angled roof is unusual – medium-sized smooth river rock – an aesthetically pleasing method for keeping the roof cool and protecting it from large snowfalls and strong winds.

The interior of the house also has strong aesthetic value and continues the references to West Coast Modern and Shinto design principles through its uncluttered spaces and extensive use of natural materials. The rooms are small but feel spacious due to the amount of glazing and the high ceilings. Particularly effective is the transition from room to room, such as walking through a low-ceilinged hallway into the high-ceilinged living room. The floor in the living room is noteworthy for its Japanese

¹ Hadani Ditmars. “Explore the Perry Estate, a lesser-known Arthur Erickson project in Canada.” *Wallpaper**, 18 February 2025.

² Ibid.

mother-of-pearl tiles, some shiny and some matte to give a shimmering effect, and for the pine slat ceiling. The kitchen, while small, has wood counters and cupboards with doors that open upwards in a gull-wing style. There is a clever pass-through with a wine storage area underneath. A great deal of thought has clearly gone into the design of the interior spaces, down to the nail pattern on the fascias (pairs of nails starting close together and widening out as they go along). The main bedroom has a small, private courtyard garden that brightens the room and provides the connection to the outside that so reflects the West Coast Modern style.

The Perry Residence has strong cultural/historic significance for its year of construction (1963) and for its connections to Frank Perry, Bill Reid and Arthur Erickson. Frank Perry (1923-2006) was born in Vancouver, graduating from the University of British Columbia and teaching high school history in North Vancouver for 30 years. He was also a successful sculptor in bronze, brass, stone and wood, deriving inspiration from Henry Moore, Constantin Brancusi and the German Expressionists. He trained locally, in London England and in Florence Italy. His commissions included work for municipal halls, civic theatres and private homes. He received the Order of Canada and was a member of the Royal Academy of the Arts, Northwest Institute of Sculpture, B.C. Society of Artists, Sculptors' Society of Canada, and the Royal Canadian Academy. He won awards for his work, such as the Burnaby Outdoor Sculpture Show in 1958 and the Centennial Sculpture competition in Vancouver in 1967, with a piece that is now outside the Playhouse Theatre.³ Married to Doris, nee Olson, (1926-1972), also a schoolteacher, they lived together in the house from 1963 (when it replaced a small house and studio) until her death in 1972. Frank continued to live in the house until selling it in 2002.

The Perry Residence is also associated with local artist Bill Reid (1920-1998), who was a good friend of Mr. Perry, likely working in the large, bright studio from time to time. A plaque on one of the bedroom doors states that Mr. Reid lived in the house from 1974-1975. Born in Victoria, Mr. Reid was an "internationally recognized Haida artist, frequently credited with the revival and innovative resurgence of Northwest Coast Indigenous arts in the contemporary world."⁴ Of special note is that the front door to the house has a carved inlay that is purported to be by Mr. Reid, who did something similar for the Cliff House designed by Zoltan Kiss.

The house was designed by architect Arthur Erickson (1924-2009). Born in Vancouver, he received his formal education at McGill and the University of British Columbia, followed by architectural training in 1950. He spent time in Asia while serving in the Armed Forces. In 1953, he opened an architectural practice in Vancouver with Geoffrey Massey. He designed the Perry Residence in 1963, the same year that he and Mr. Massey won the design competition for Simon Fraser University. Known nationally and internationally for both residential and major commissions, Mr. Erickson's design of the Perry Residence is an example of his residential work just as he became famous. It is an excellent and early example of the type of designs for which he became known: "The hallmark of much of Erickson's work through the 1960s and 1970s was the interpretation of exterior and interior spaces within a post-and-beam framework that is tightly controlled but not fixed to a rigid grid."⁵ A well-respected local architect also known for his West Coast Modern buildings, Barry Downs (1930-2022) wrote of his contemporaries' work including Mr. Erickson's: "Open floor plans, simple post

³ Dictionary of Canadian Artists – artist file on Frank Perry, National Gallery of Canada Archives

⁴ The Canadian Encyclopedia website.

⁵ Harold Kalmon, *A History of Canadian Architecture*, Volume 2. Oxford University Press, Ontario. 1994, p. 795.

and beam structures, flat planar roofs, use of skylights and large glass areas, characterized their work.”⁶ – a description that could be about the Perry Residence.

Character Defining Elements

Key elements that define the heritage character of the building include its:

- Location in the Norwood Queens/Delbrook neighbourhood of the District of North Vancouver.
- The physical and visual connection of the house and studio to the natural setting.
- Original residential form, scale and massing as expressed by its one-storey height, with an angled roof and flat planed roof and deep overhangs, that together create strong horizontal lines.
- West Coast Modern style, as seen on the exterior through the:
 - All wood cladding including very narrow vertical strips
 - Inverted triangular fascias
 - Large wood framed windows, including sliding glass double doors
 - Skylights
 - Clerestory windows
 - Roof cladding comprised of medium-sized smooth river rock
 - Large wood decks surrounding the house
 - Small private courtyard garden off the main bedroom
- West Coast Modern style, as seen on the interior through the:
 - Extensive use of wood on floors, walls and ceilings
 - Transition through rooms, especially from the dining room to the living room
 - Wood slat ceiling in the living room
 - Re-sawn strips of fir as wall cladding
 - Wood kitchen cabinets with gull-wing doors
 - Hidden pass-through between the kitchen and the dining room, with wine storage underneath
- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.
- Carving on front door purportedly by Bill Reid.

⁶ Barry Downs, *The Poetics of West Coast Modernism in West Vancouver – Three Exhibitions on Architecture*. West Coast Cultural Services, 2005, p.3.

Appendix II: The Standards for the Conservation of Historic Places in Canada

The Standards are not presented in a sequential or hierarchical order, and as such, equal consideration should be given to each. All standards for any given type of treatment must therefore be applied simultaneously to a project.

General Standards (all projects)

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place which, over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character-defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.
9. Make any Intervention needed to preserve character-defining elements physically and visually compatible with the historic place, and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards Relating to Rehabilitation

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.

11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.

12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards Relating to Restoration

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.

14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

Source: Parks Canada, *Standards and Guidelines for the Conservation of Historic Places in Canada*, Ottawa, 2010. (<http://www.historicplaces.ca/media/18072/81468-parks-s+g-eng-web2.pdf>)

Appendix III: Site Photographs, December 10, 2025



West elevation



North elevation

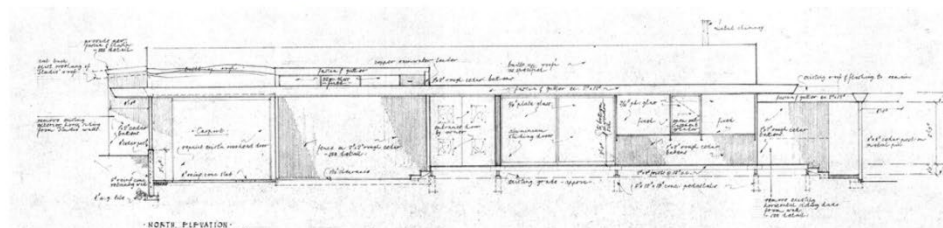


South elevation

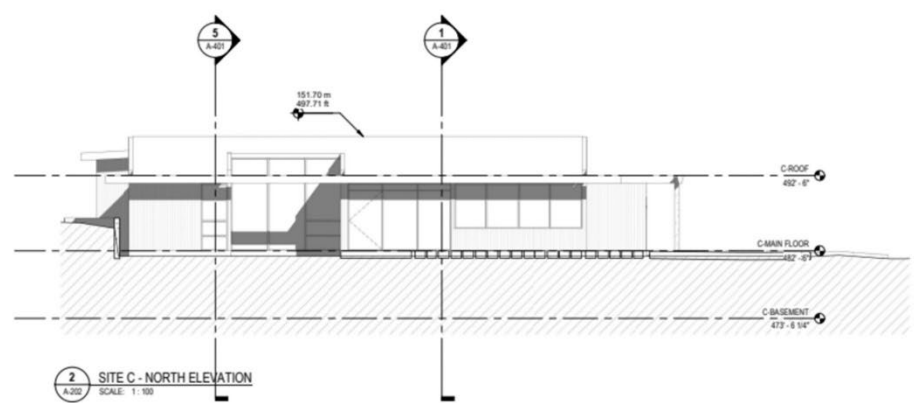


East elevation

Appendix IV: Elevation Comparisons



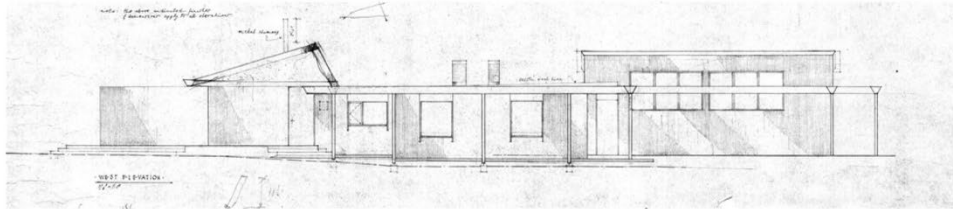
North Elevation, Arthur Erickson, 1963



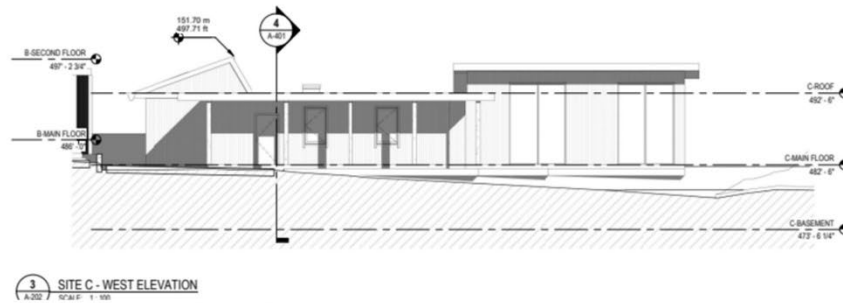
North Elevation Proposed, Bruce Johnson, 2026



North Elevation, as is July 2025, Schueck Heritage Consulting Photo



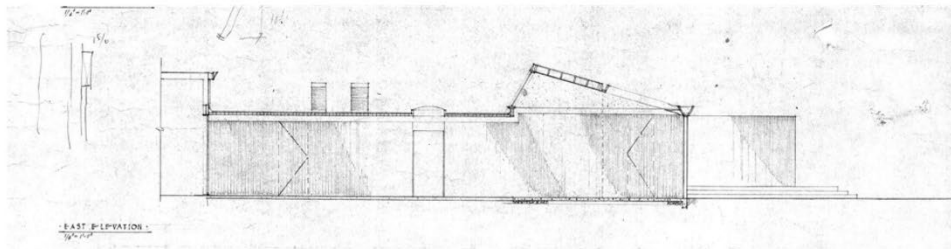
West Elevation, Arthur Erickson, 1963



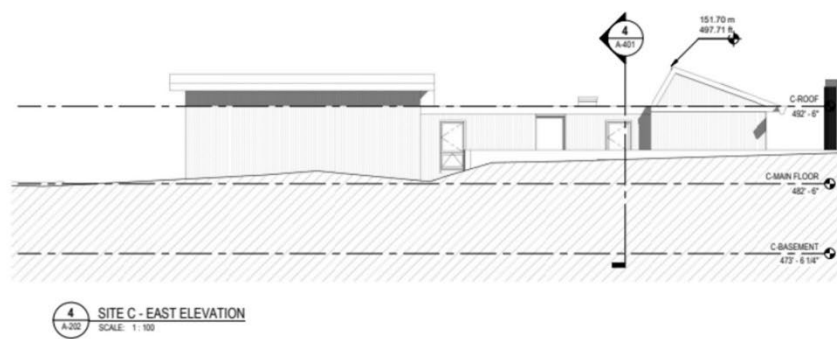
3 SITE C - WEST ELEVATION
SCALE: 1/8" = 1'-0"
West Elevation Proposed, Bruce Johnson, 2026



West Elevation, as is July 2025, Schueck Heritage Consulting Photo



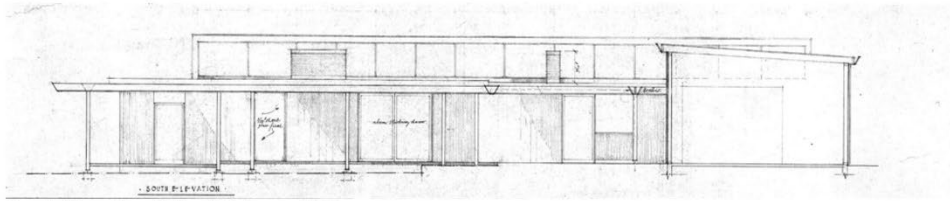
East Elevation, Arthur Erickson, 1963



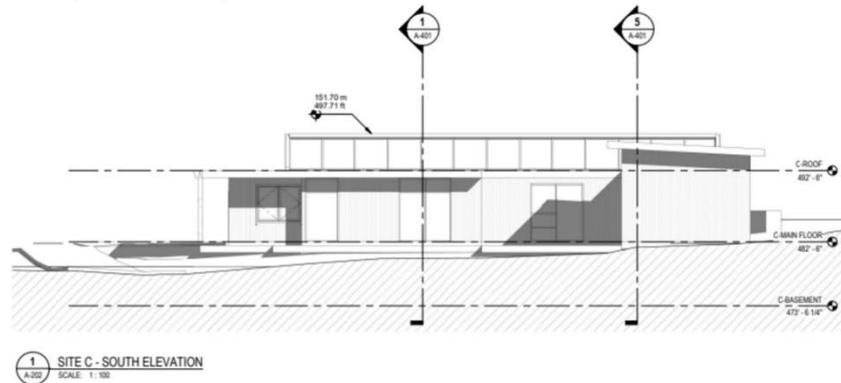
East Elevation Proposed, Bruce Johnson, 2026



East Elevation, as is December 2025, Mountain Heritage Photo



South Elevation, Arthur Erickson, 1963



South Elevation Proposed, Bruce Johnson, 2026



South Elevation and west elevation of studio, as is July 2025, Schueck Heritage Consulting Photo

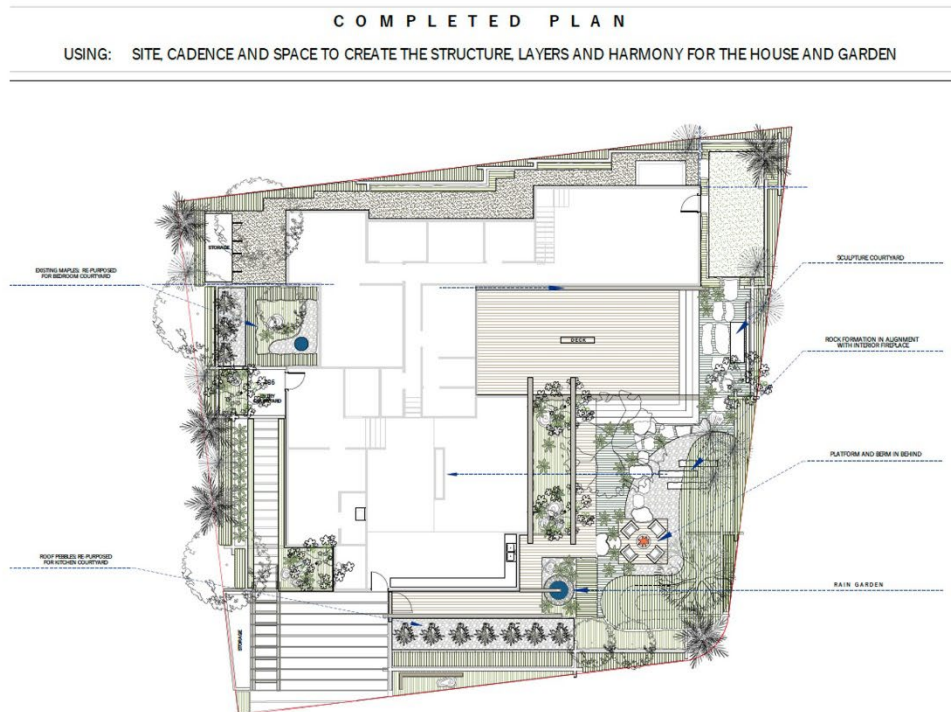
Appendix V: Selected Plans



As-is site plan 2025 provided by owner



Plans for site development, 2026 provided by owner



TKL Design Complete Landscape Plan

Conservation Resources- Online

Parks Canada. *Standards and Guidelines for the Conservation of Historic Places in Canada*. Ottawa, 2010. <https://parks.canada.ca/culture/rc/p-crhp/standards>

Preservation Brief 4: Roofing in Historic Buildings.
<https://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

Preservation Brief 6: Dangers of Abrasive Cleaning to Historic Buildings.
<http://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm>

Preservation Brief 9: The Repair of Historic Wooden Windows.
<https://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.
<https://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Preservation Brief 15: Preservation of Historic Concrete.
<https://www.nps.gov/tps/how-to-preserve/briefs/15-concrete.htm>

Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing.
<https://www.nps.gov/tps/how-to-preserve/briefs/37-lead-paint-hazards.htm>

Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings.
<https://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings
<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exterior.htm>

Selecting and Appropriate Replacement Window for Your Historic Building:
<https://www.wisconsinhistory.org/Records/Article/CS4308>

http://www2.gov.bc.ca/assets/gov/topic/0DB9A63A500898D3B7753CFFBCDF5DE6/documents/heritage/heritage_conservation_community_guide.pdf

SCHEDULE "B"
STATEMENT OF SIGNIFICANCE

Statement of Significance
3526 Everglade Place
District of North Vancouver, BC



July 2025

Description:

Designed in the West Coast Modern style in 1963, the Perry Residence is located on a wooded property on the upper slopes of the District of North Vancouver, British Columbia. It is a one-storey, wood frame house clad in narrow vertical cedar siding, with a combination of angled and flat roof forms clad in river rock and with deep overhangs. It has large expanses of glazing and clerestory windows and is surrounded by a wide wooden deck.

Heritage Values:

The heritage significance of the Perry Residence lies primarily in its aesthetic, cultural and historic values. It is a rare example of a West Coast Modern house, designed by Arthur Erickson just before he became famous, that has essentially retained its original design and materials on both the exterior and interior.

The house has aesthetic value primarily for its West Coast Modern design as evidenced by its overall form and details. It is a modest, one-storey structure with Japanese Shinto design influences. "An ode to Japanese minimalism transplanted into the rugged Canadian forest, the house exemplifies the concept of *Wabi Sabi* that marries the rough and the refined."¹ Other aspects of Shinto residential design that can be seen in the Perry Residence and which contribute to the ethos of West Coast Modernism include its connection to nature through the use of large windows, clerestory windows, skylights and sliding glass doors that provide natural light and ventilation. Additionally, the house sits in harmony with nature through the extensive use of local materials and through its physical and visual connection to the outside.

The house is clad in narrow vertical wood siding stained dark brown. The deep roof overhangs are both practical (providing shelter to the house and decks from sun and rain) and they help to reinforce the strong horizontal massing. Of particular note on the exterior are the inverted triangular fascia boards, the clerestory glazing and skylights, and the way the angled roof on the north side and the flat roof on the south side work together. Apparently, they were angled to match the declination of the earth so that on December 21st, there is no shadow inside the house.² The cladding on the angled roof is unusual – medium-sized smooth river rock – an aesthetically pleasing method for keeping the roof cool and protecting it from large snowfalls and strong winds.

The interior of the house also has strong aesthetic value and continues the references to West Coast Modern and Shinto design principles through its uncluttered spaces and extensive use of natural materials. The rooms are small but feel spacious due to the amount of glazing and the high ceilings.

¹ Hadani Ditmars. "Explore the Perry Estate, a lesser-known Arthur Erickson project in Canada." *Wallpaper**, 18 February 2025.

² Ibid.

Particularly effective is the transition from room to room, such as walking through a low-ceilinged hallway into the high-ceilinged living room. The floor in the living room is noteworthy for its Japanese mother-of-pearl tiles, some shiny and some matte to give a shimmering effect, and for the pine slat ceiling. The kitchen, while small, has wood counters and cupboards with doors that open upwards in a gull-wing style. There is a clever pass-through with a wine storage area underneath. A great deal of thought has clearly gone into the design of the interior spaces, down to the nail pattern on the fascias (pairs of nails starting close together and widening out as they go along). The main bedroom has a small, private courtyard garden that brightens the room and provides the connection to the outside that so reflects the West Coast Modern style.

The Perry Residence has strong cultural/historic significance for its year of construction (1963) and for its connections to Frank Perry, Bill Reid and Arthur Erickson.

Frank Perry (1923-2006) was born in Vancouver, graduating from the University of British Columbia and teaching high school history in North Vancouver for 30 years. He was also a successful sculptor in bronze, brass, stone and wood, deriving inspiration from Henry Moore, Constantin Brancusi and the German Expressionists. He trained locally, in London England and in Florence Italy. His commissions included work for municipal halls, civic theatres and private homes. He received the Order of Canada and was a member of the Royal Academy of the Arts, Northwest Institute of Sculpture, B.C. Society of Artists, Sculptors' Society of Canada, and the Royal Canadian Academy. He won awards for his work, such as the Burnaby Outdoor Sculpture Show in 1958 and the Centennial Sculpture competition in Vancouver in 1967, with a piece that is now outside the Playhouse Theatre³. Married to Doris, nee Olson, (1926-1972), also a schoolteacher, they lived together in the house from 1963 (when it replaced a small house and studio) until her death in 1972. Frank continued to live in the house until selling it in 2002.

The Perry Residence is also associated with local artist Bill Reid (1920-1998), who was a good friend of Mr. Perry, likely working in the large, bright studio from time to time. A plaque on one of the bedroom doors states that Mr. Reid lived in the house from 1974-1975. Born in Victoria, Mr. Reid was an "internationally recognized Haida artist, frequently credited with the revival and innovative resurgence of Northwest Coast Indigenous arts in the contemporary world".⁴ Of special note is that the front door to the house has a carved inlay that is purported to be by Mr. Reid, who did something similar for the Cliff House designed by Zoltan Kiss.

The house was designed by architect Arthur Erickson (1924-2009). Born in Vancouver, he received his formal education at McGill and the University of British Columbia, followed by architectural training in 1950. He spent time in Asia while serving in the Armed Forces. In 1953, he opened an architectural practice in Vancouver with Geoffrey Massey. He designed the Perry Residence in 1963, the same year that he and Mr. Massey won the design competition for Simon Fraser University. Known nationally and internationally for both residential and major commissions, Mr. Erickson's design of the Perry Residence is an example of his residential work just as he became famous. It is an excellent and early example of the type of designs for which he became known: "The hallmark of much of Erickson's work through the 1960s and 1970s was the interpretation of exterior and interior spaces within a post-and-beam framework that is tightly controlled but not fixed to a rigid grid."⁵ A well-respected local architect also

³ *Dictionary of Canadian Artists* – artist file on Frank Perry, National Gallery of Canada Archives

⁴ The Canadian Encyclopedia website.

⁵ Harold Kalmon, *A History of Canadian Architecture, Volume 2*. Oxford University Press, Ontario. 1994, p. 795.

known for his West Coast Modern buildings, Barry Downs (1930-2022) wrote of his contemporaries' work, including Mr. Erickson's: "Open floor plans, simple post and beam structures, flat planar roofs, use of skylights and large glass areas, characterized their work."⁶ – a description that could be about the Perry Residence.

Character-defining Elements

Key elements that define the heritage character of the building include its:

- Location in the Norwood Queens/Delbrook neighbourhood of the District of North Vancouver.
- The physical and visual connection of the house and studio to the natural setting.
- Original residential form, scale and massing as expressed by its one-storey height, with an angled roof and flat planed roof and deep overhangs, that together create strong horizontal lines.
- West Coast Modern style, as seen on the exterior through the:
 - All wood cladding including very narrow vertical strips
 - Inverted triangular fascias
 - Large wood framed windows, including sliding glass double doors
 - Skylights
 - Clerestory windows
 - Roof cladding comprised of medium-sized smooth river rock
 - Large wood decks surrounding the house
 - Small private courtyard garden off the main bedroom
- West Coast Modern style, as seen on the interior through the:
 - Extensive use of wood on floors, walls and ceilings
 - Transition through rooms, especially from the dining room to the living room
 - Wood slat ceiling in the living room
 - Re-sawn strips of fir as wall cladding
 - Wood kitchen cabinets with gull-wing doors
 - Hidden pass-through between the kitchen and the dining room, with wine storage underneath
- Large studio/garage with garage doors at either end and a large expanse of windows that let in the natural light.
- Carving on front door purportedly by Bill Reid.

⁶ Barry Downs, The Poetics of West Coast Modernism in West Vancouver – Three Exhibitions on Architecture. West Coast Cultural Services, 2005, p.3.

Photographs of the Subject Building (June 2025)



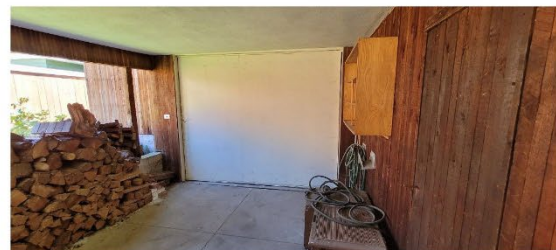
West Elevation, as seen from Everglade Place



North Elevation, showing front entry, opening in the roof notes the bedroom courtyard garden.



South Elevation, with garage/studio on right



East Elevation, focussing on garage/studio entry

Selection of Interior Photographs (June 2025)



Kitchen



Dining Room



Hallway to Living Room



View through Main
Bedroom to Courtyard
Garden



Living Room



Plaque on Door

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Vancouver Heritage Foundation
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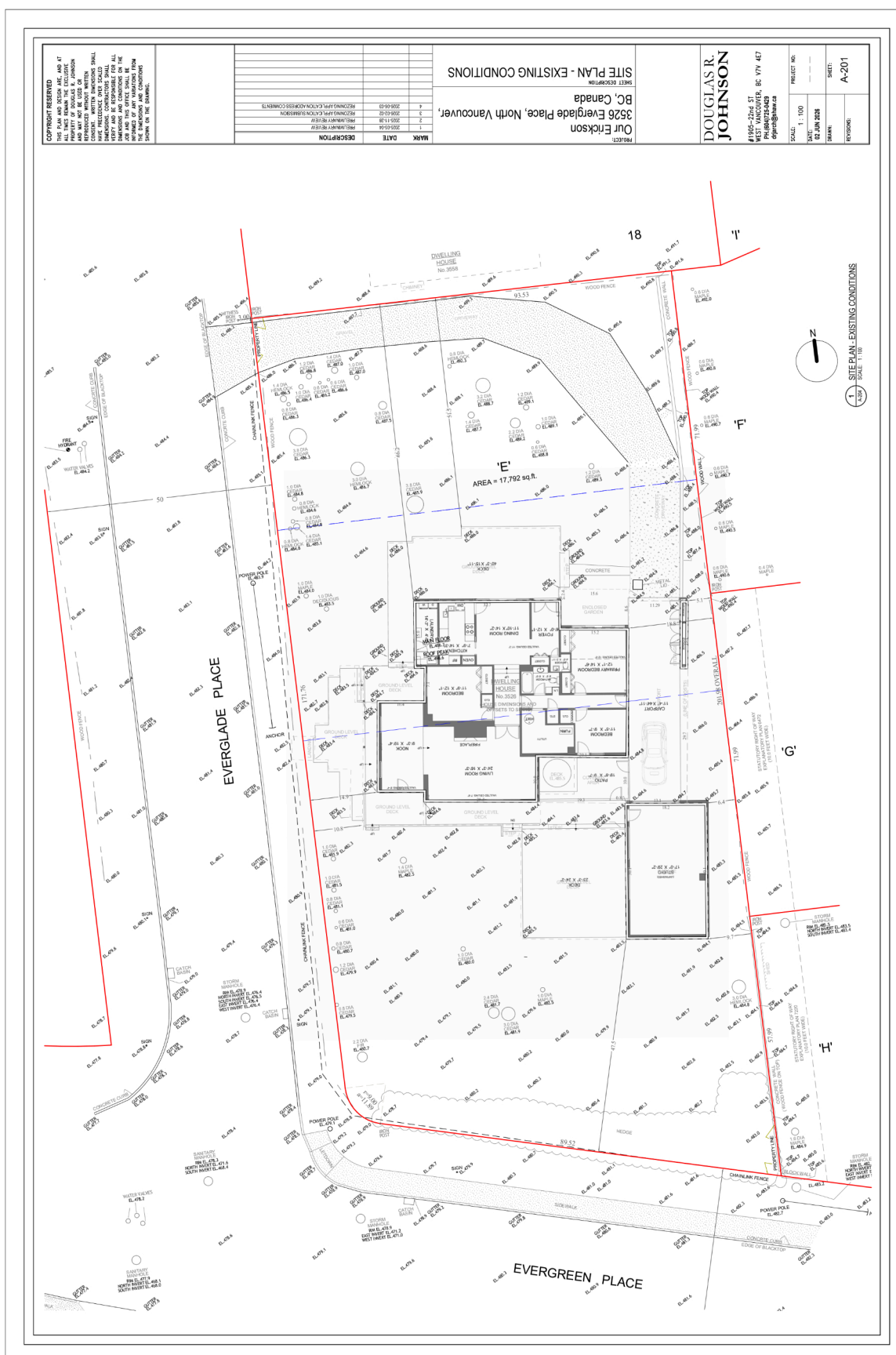
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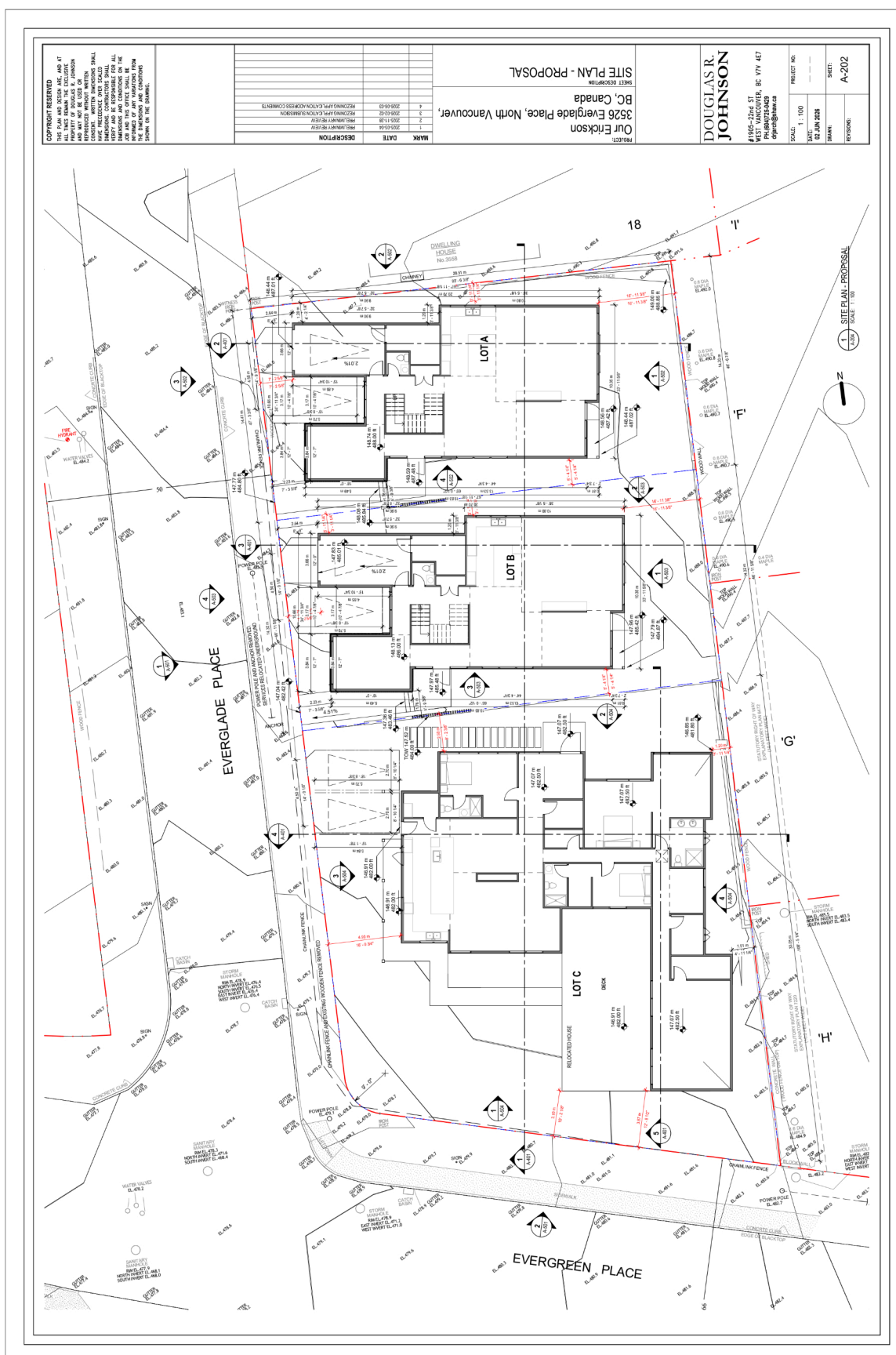
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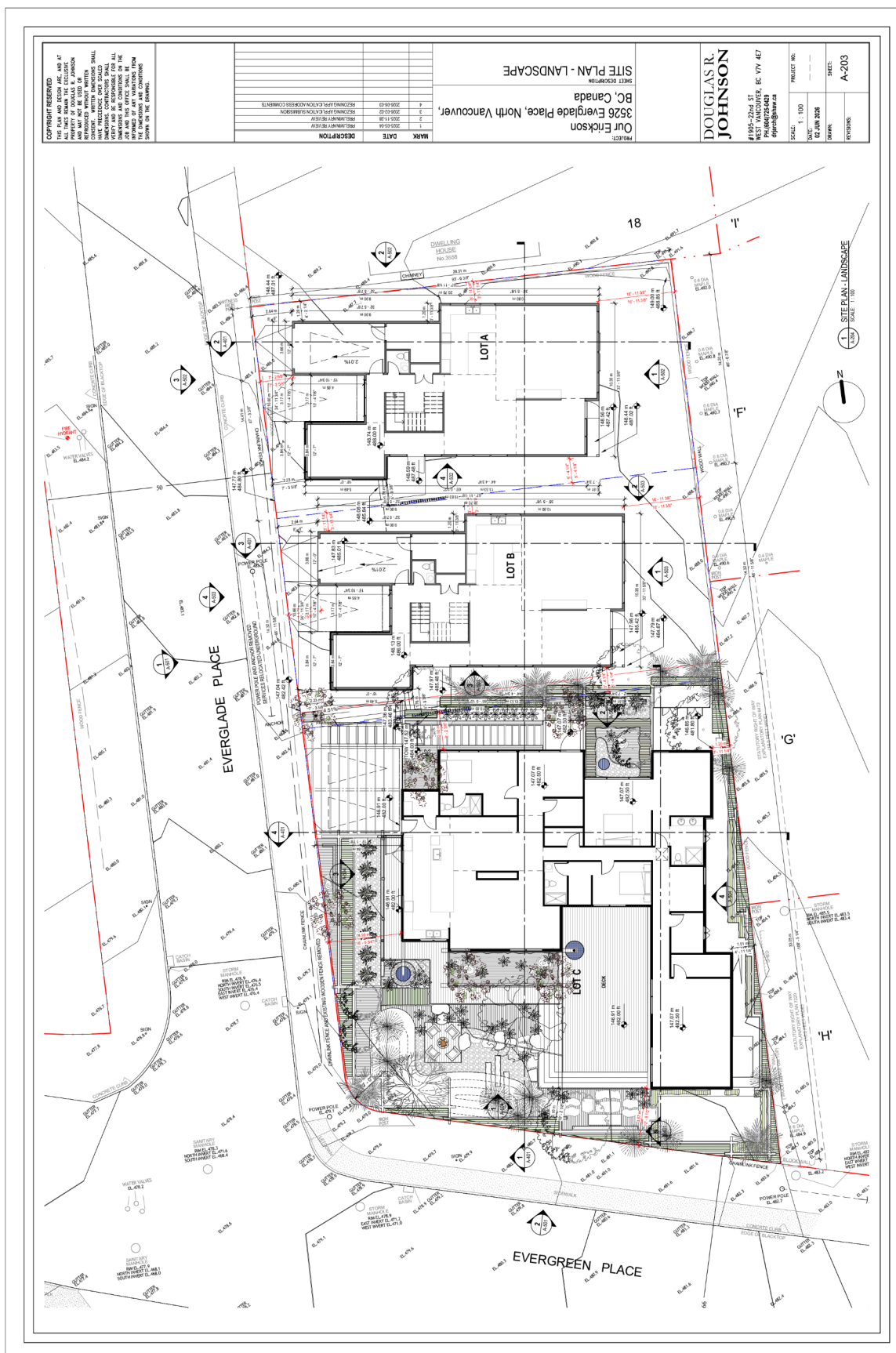
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SITE PLAN

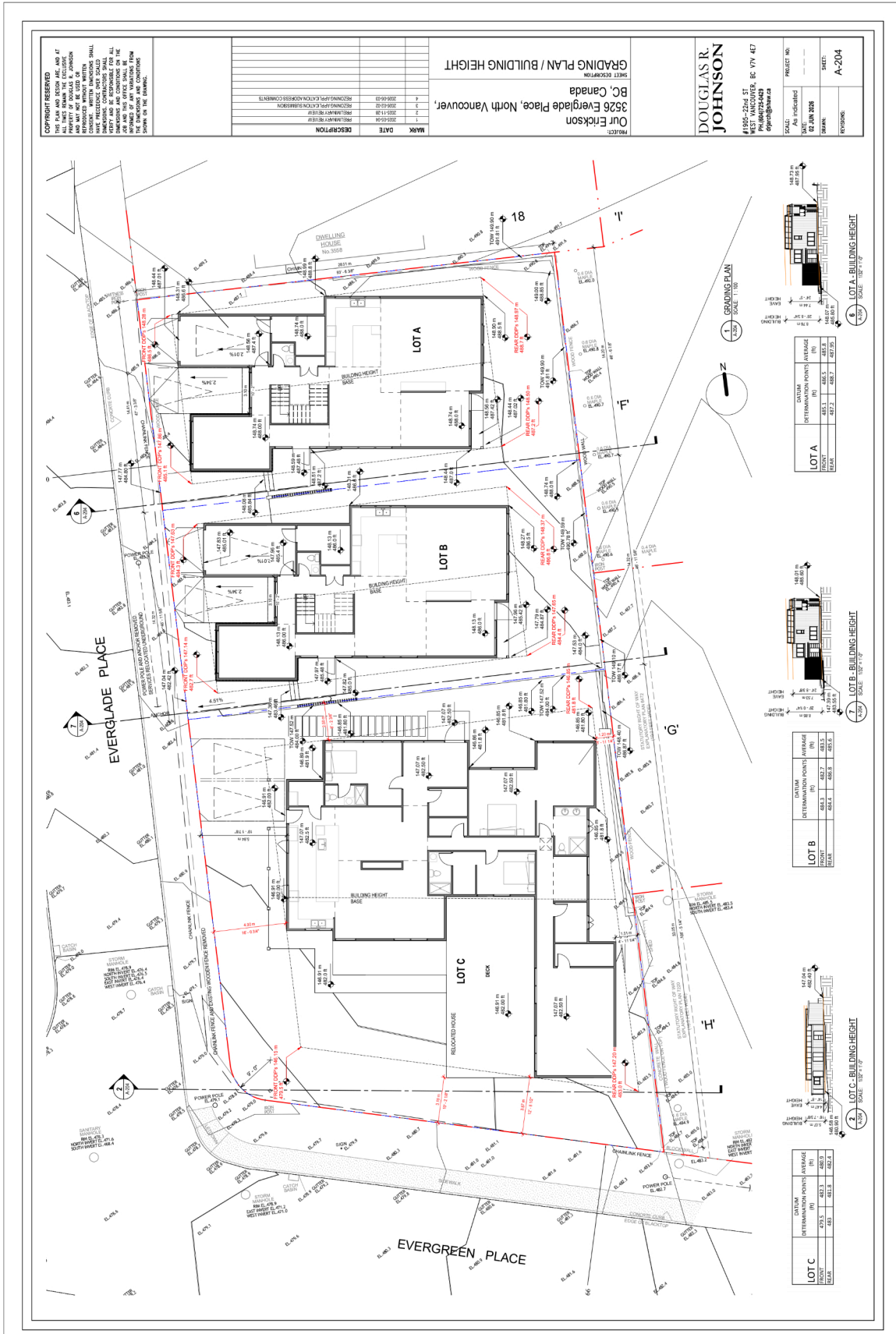
SCHEDULE "D"
PRELIMINARY PLANS AND DRAWINGS

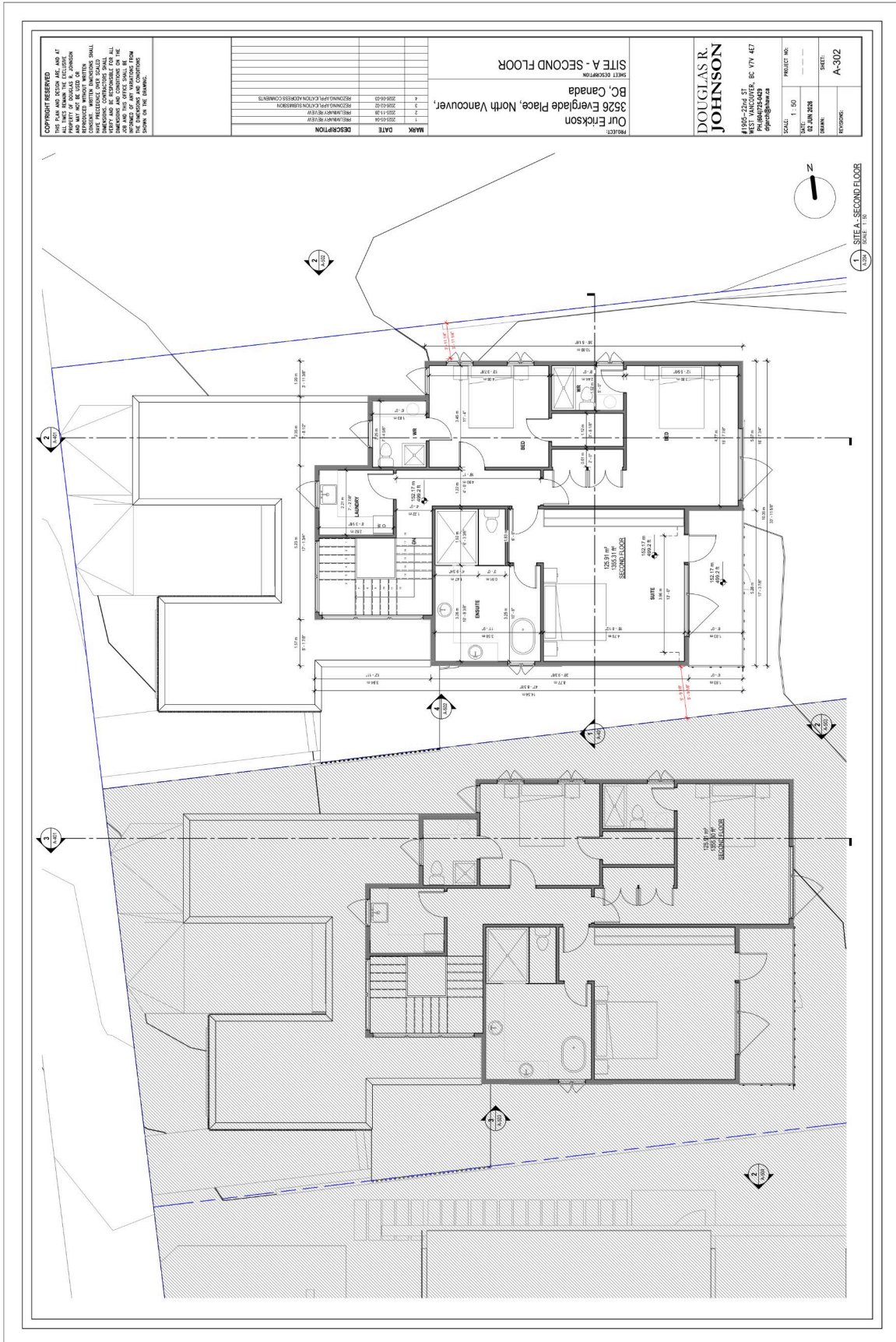


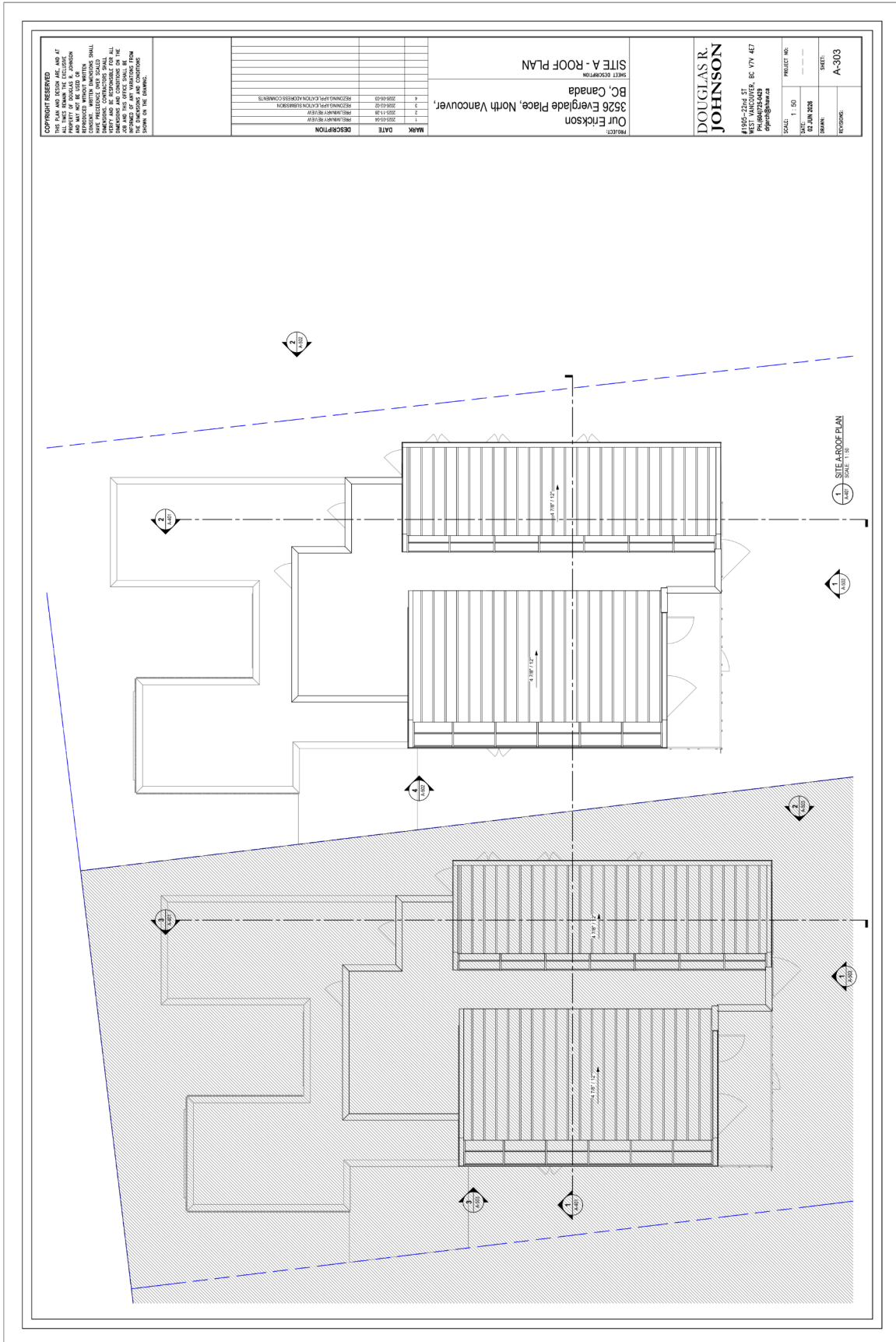


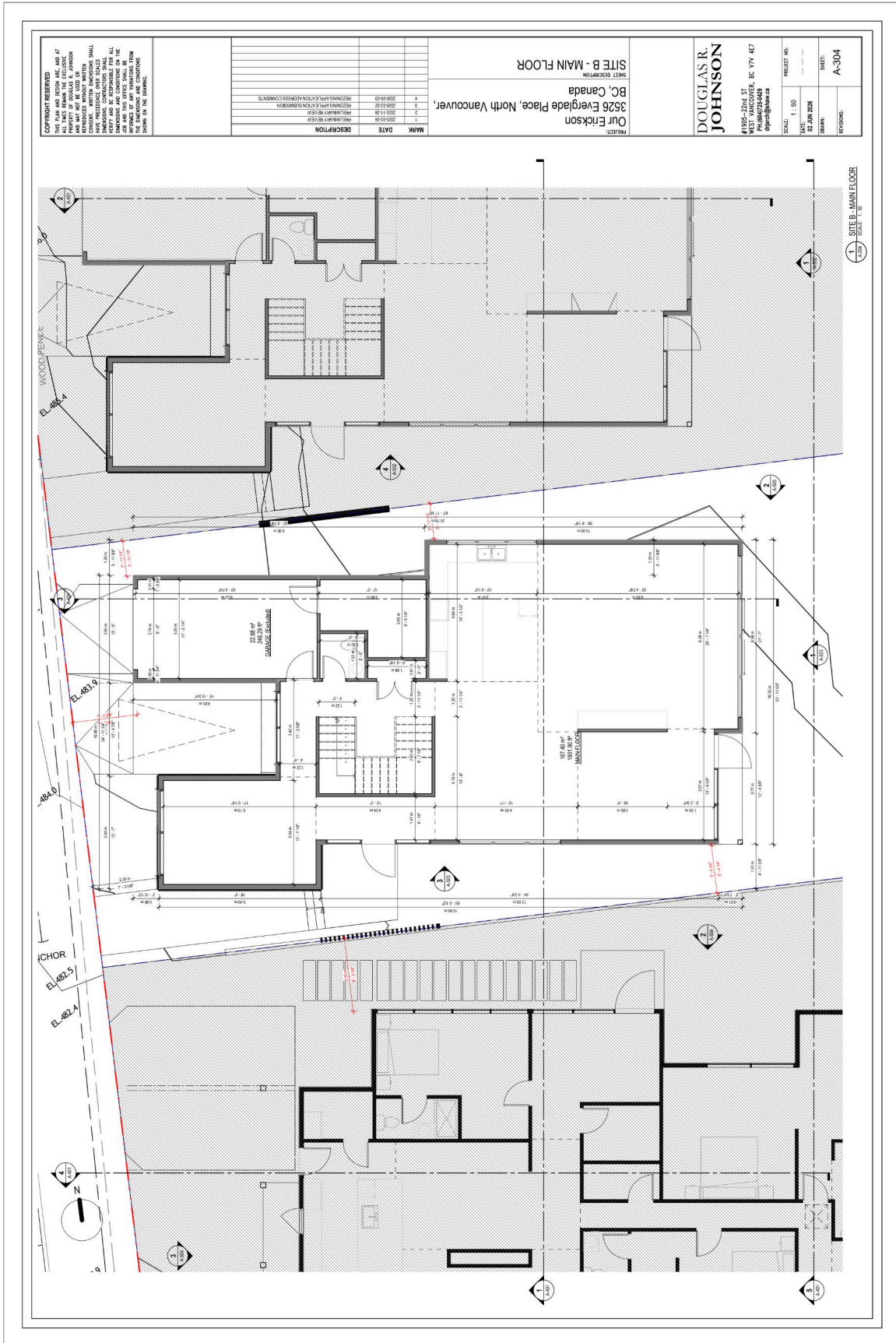


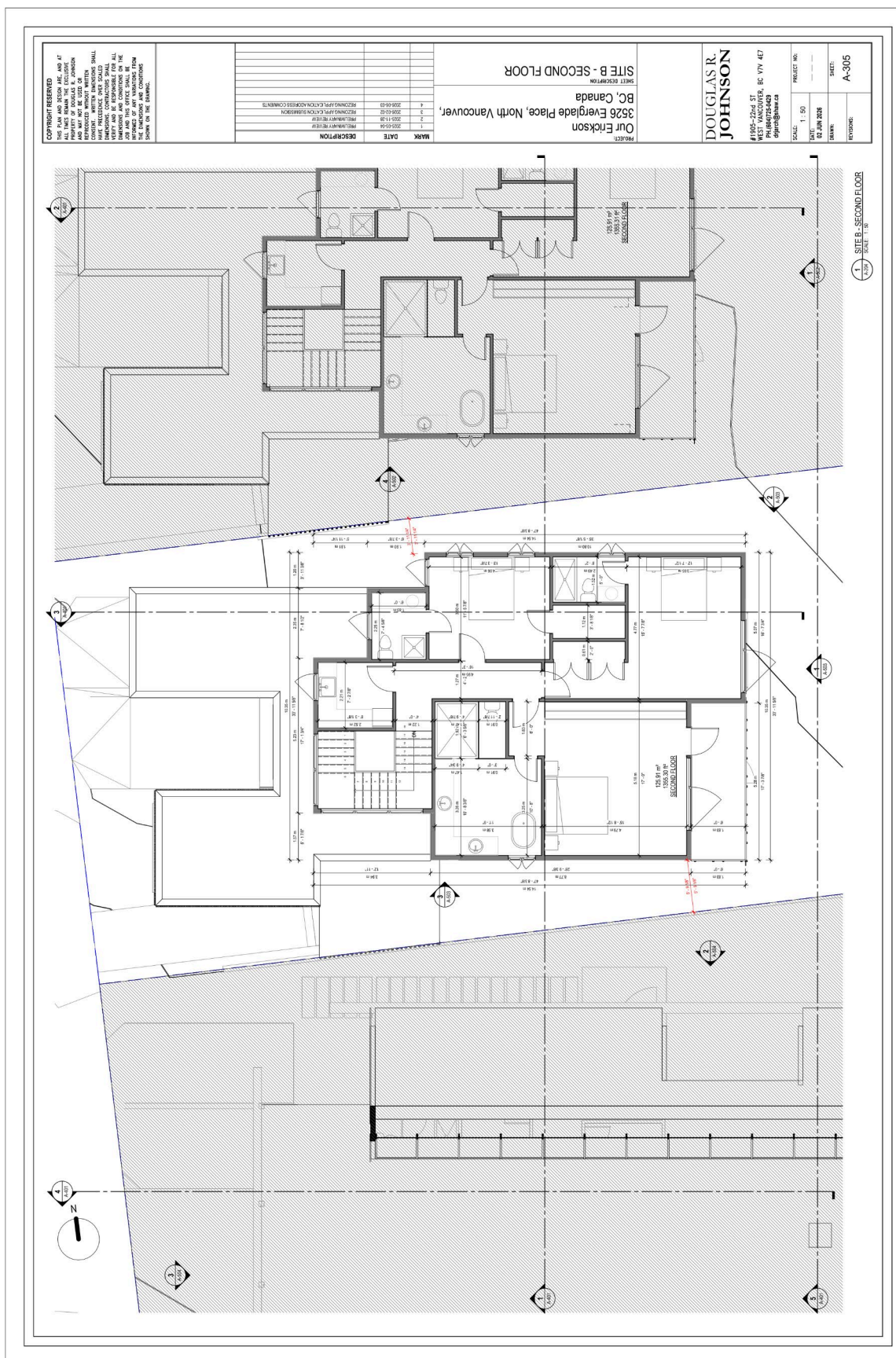


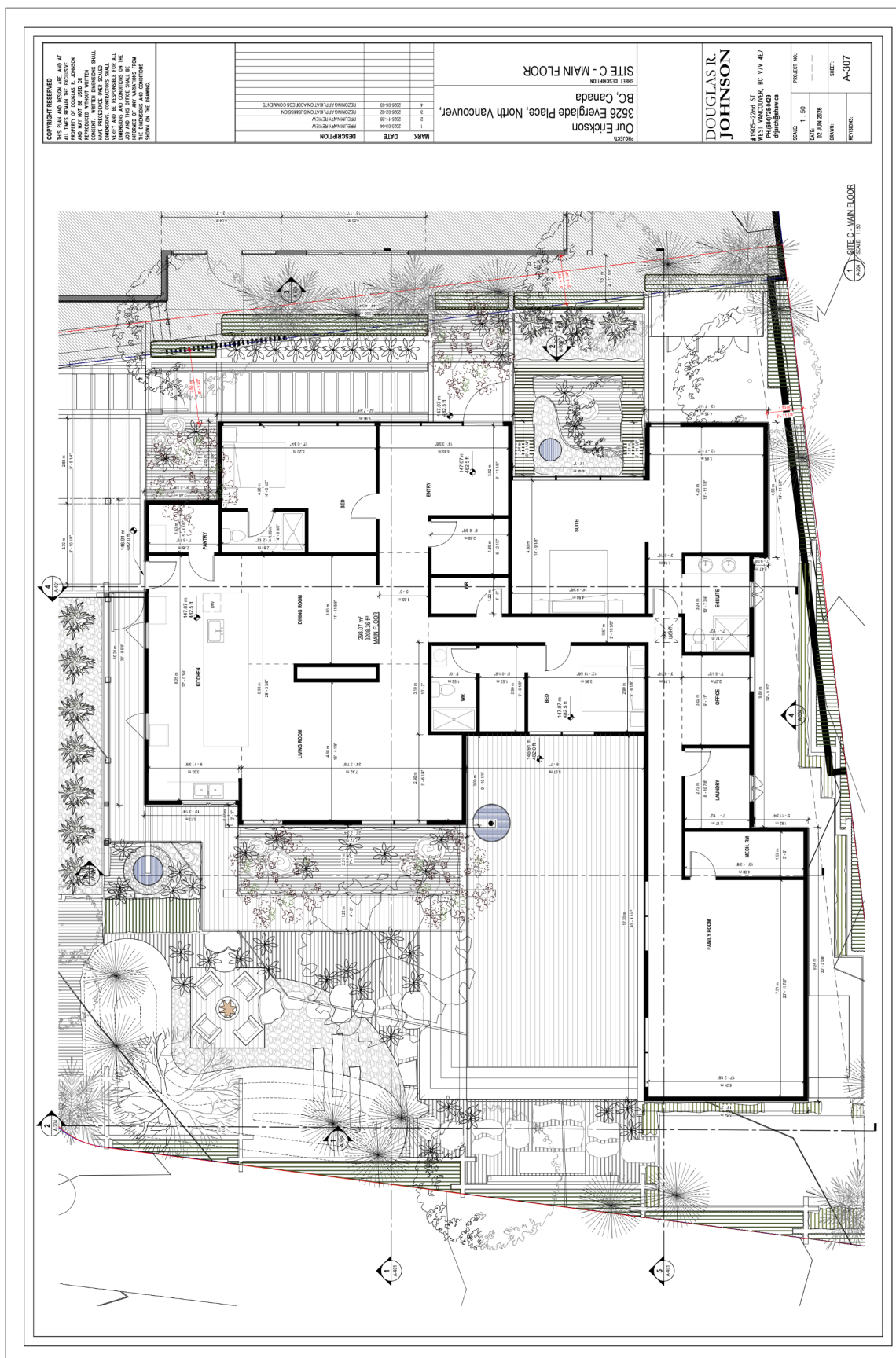


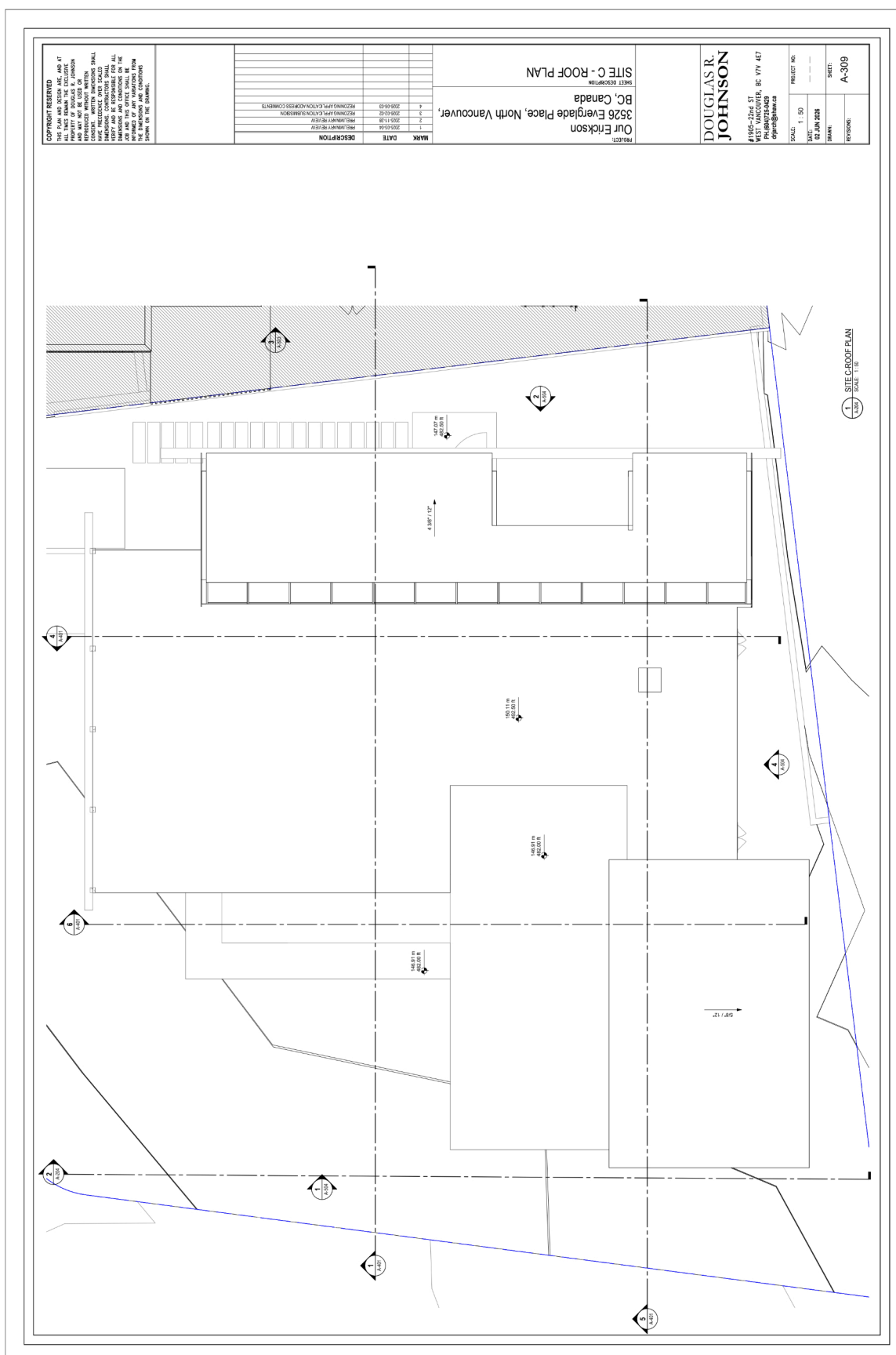


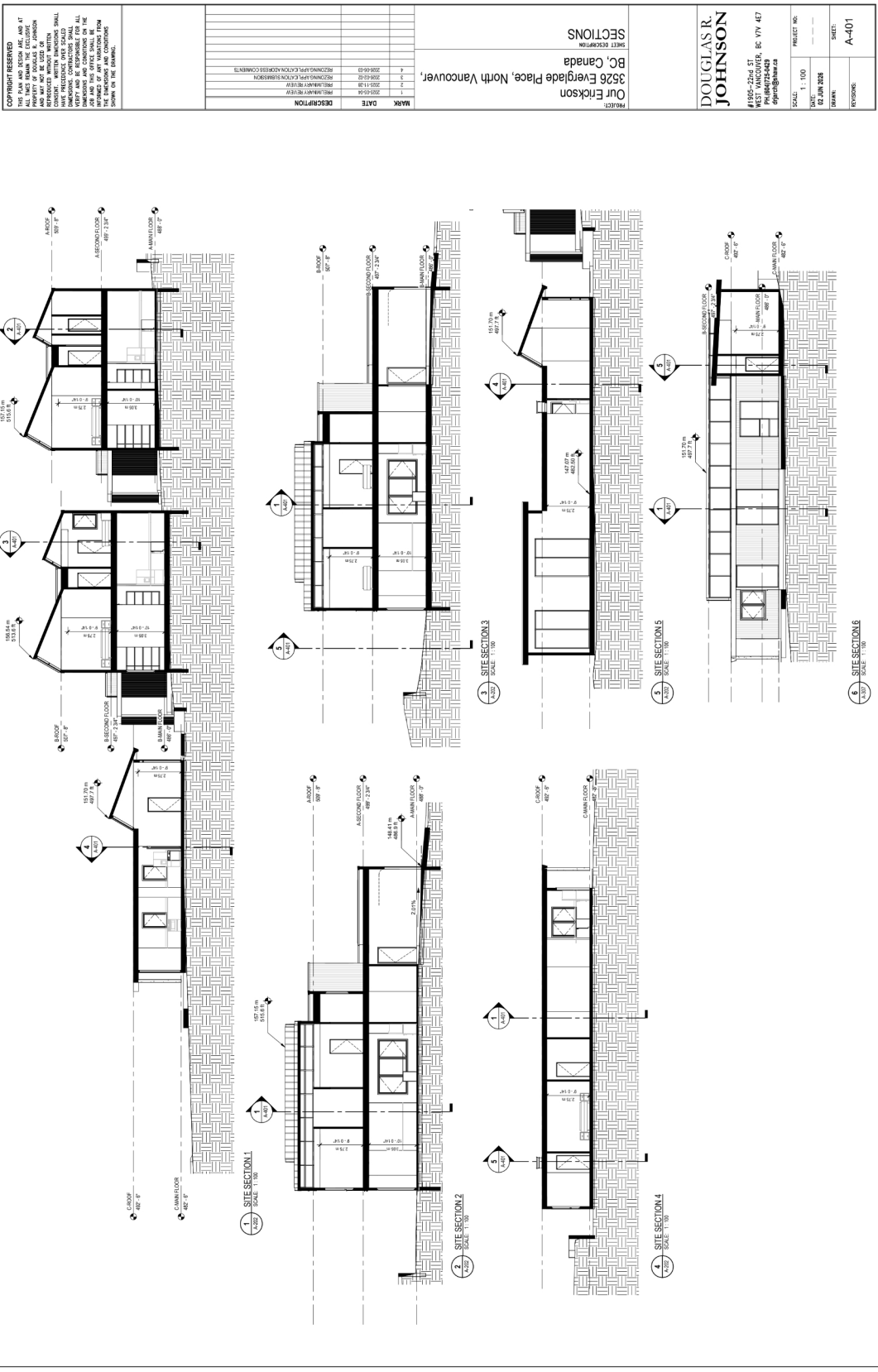


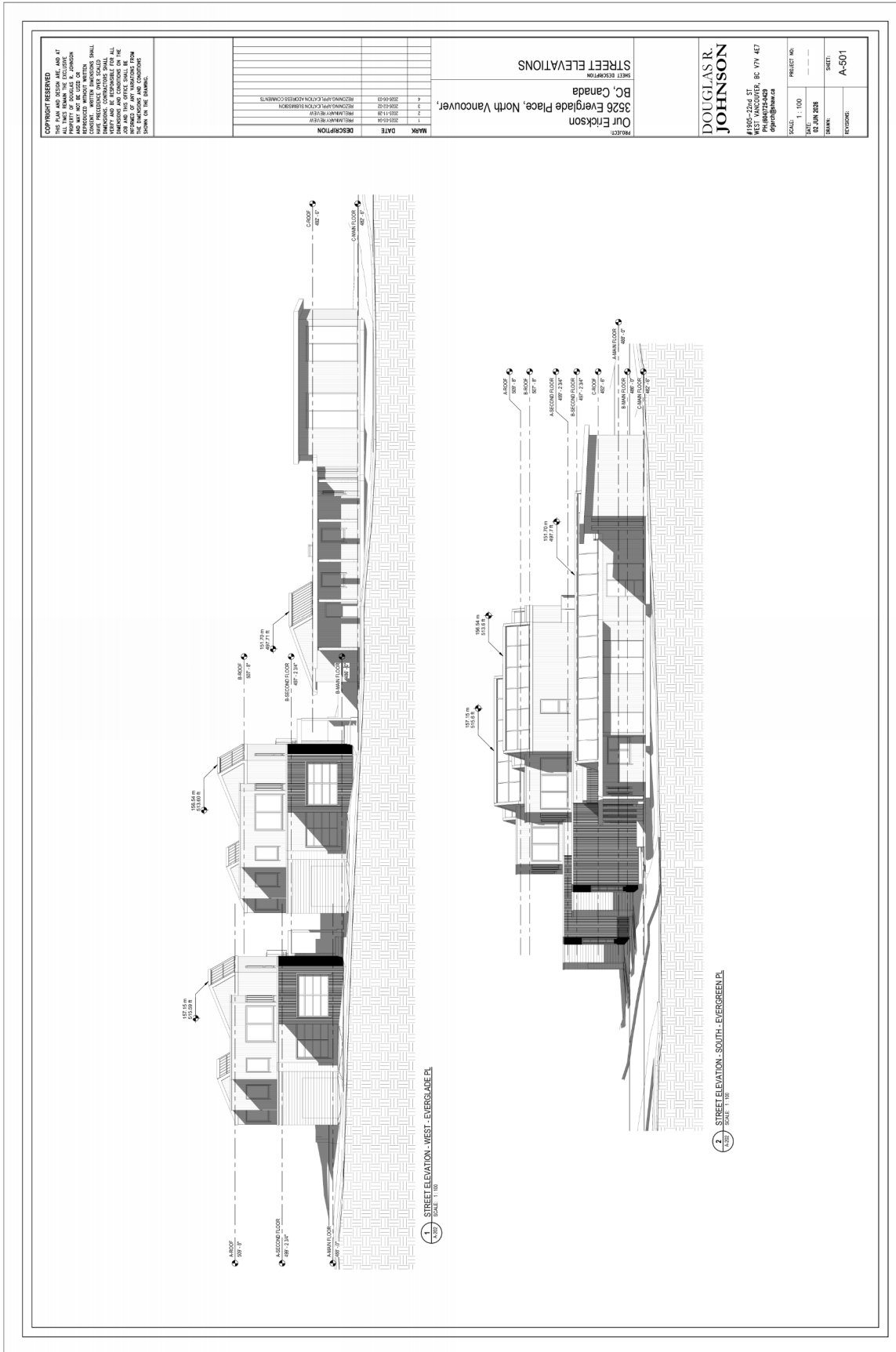


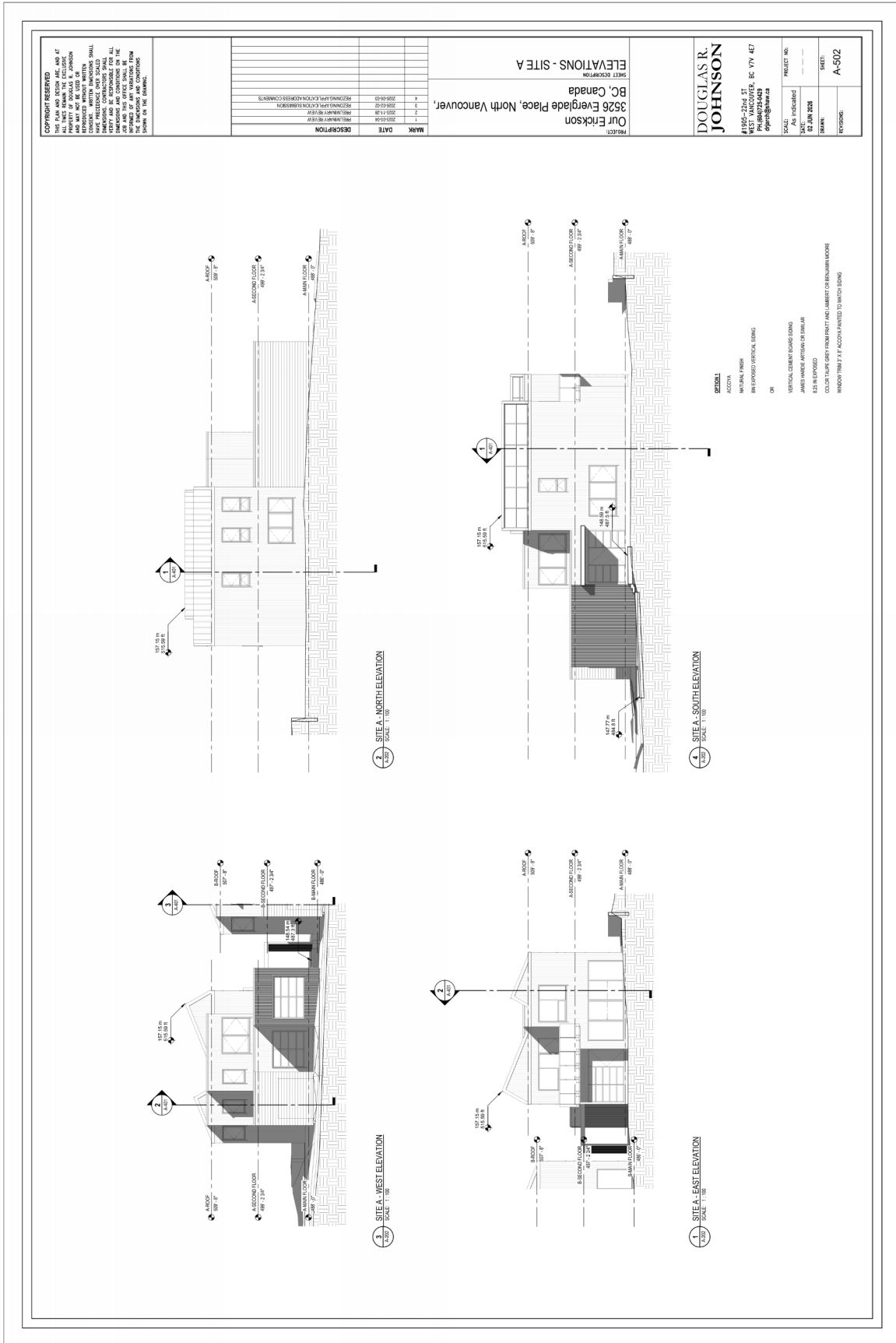


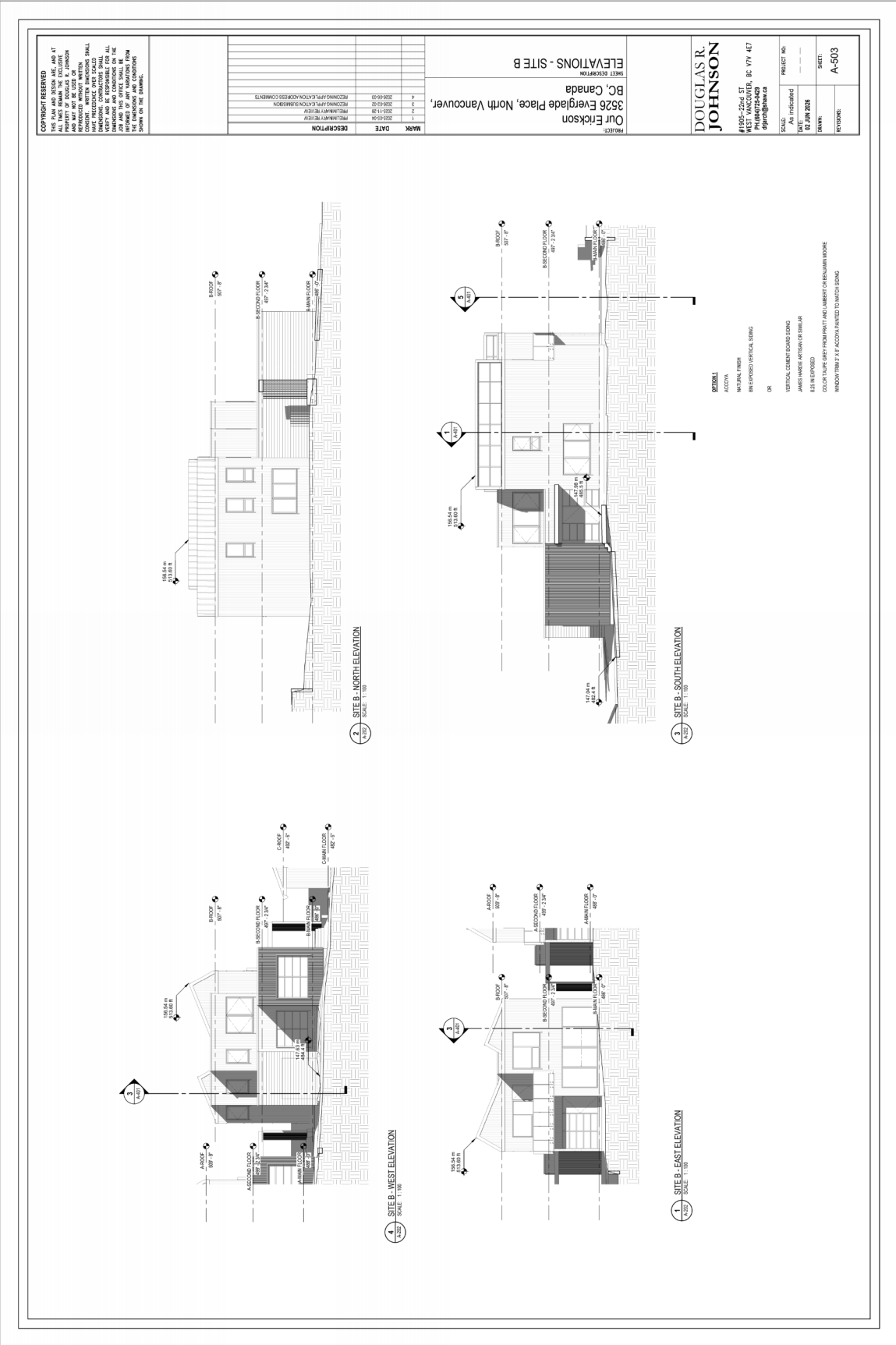


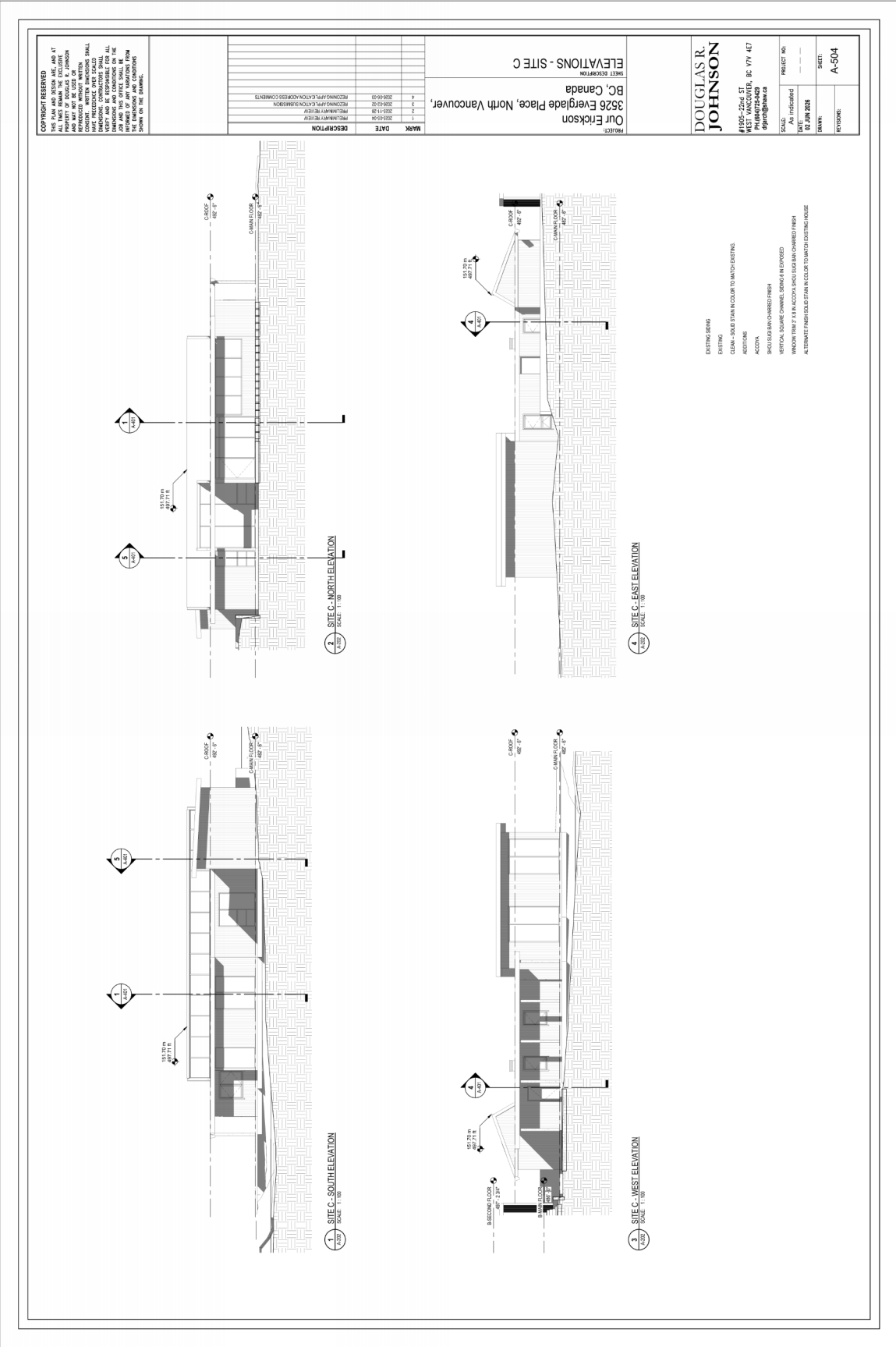


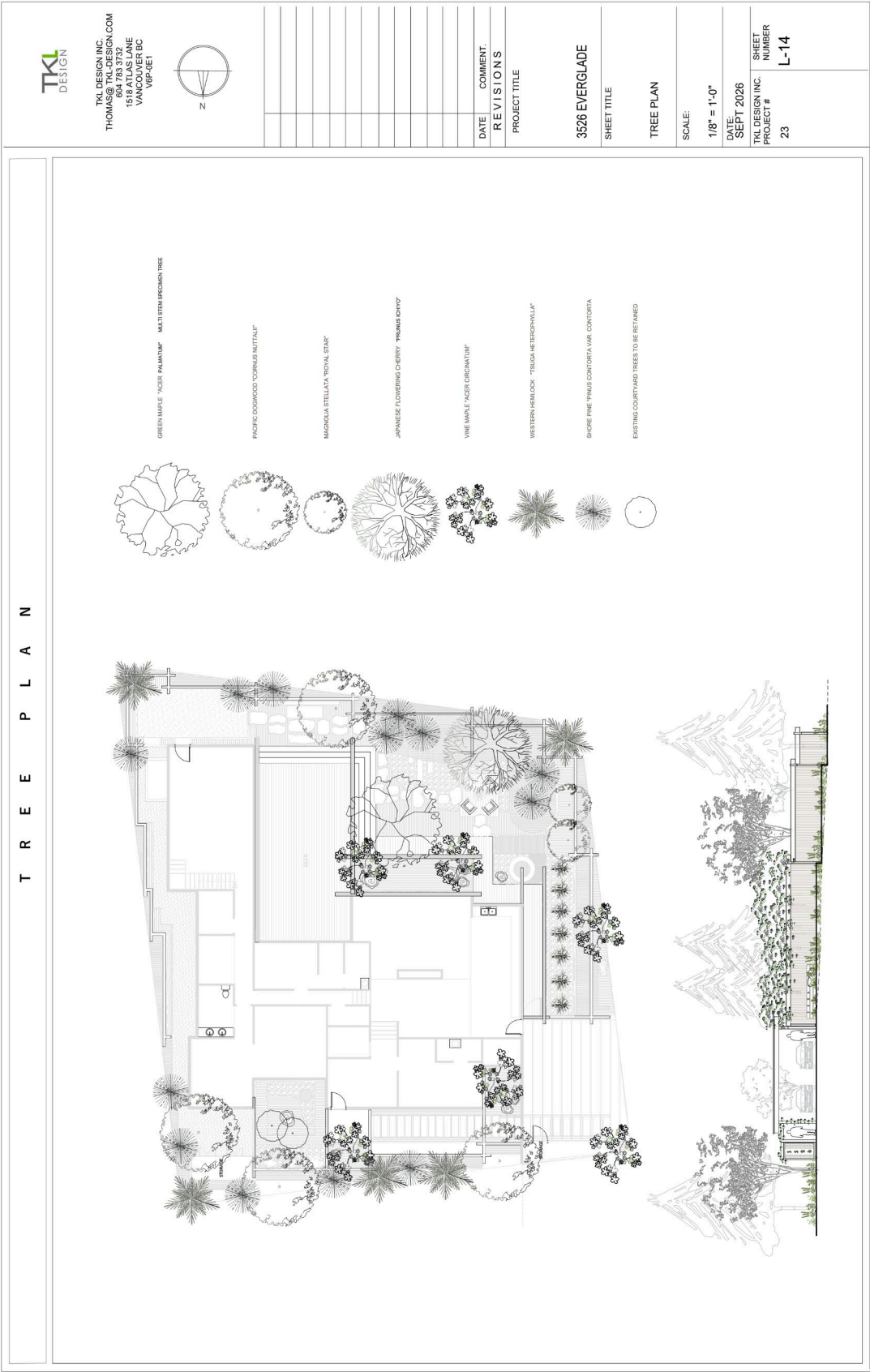














SCHEDULE "E"
RELOCATION PLAN



May 27th, 2026

To whom it may concern;

Re: Historic house relocation at 3526 Everglade Pl, North Vancouver, BC

Nickel Bros has been engaged by Douglas Johnson to support the proposed relocation of the heritage structure located at 3526 Everglade Pl, North Vancouver, BC.

Based on the information reviewed to date, Nickel Bros confirms that the proposed relocation of the heritage structure is feasible, subject to final site conditions, required permits, access preparation, and final execution planning. The proposed scope includes moving the structure approximately 50 ft on the same property to accommodate the planned heritage retention and new foundation works.

Nickel Bros has extensive experience safely relocating, rehabilitating, and preserving heritage and historic structures, including projects of similar and greater complexity. Nickel Bros has relocated more than 500 historical buildings, including the Heritage Firehall at UBC, the Haldi House at Fort Langley, and the little yellow schoolhouse relocated from Vancouver to the Squamish Nation. This experience allows Nickel Bros to work with relevant project stakeholders to develop a practical relocation approach suitable for the structure and site conditions.

The anticipated relocation method includes raising the structure using multiple hydraulic jacks and structural steel beams to allow installation of the required structural moving equipment. All jacking will be completed using a Unified Hydraulic System, which helps control the lift, minimize differential movement, and reduce the potential for distortion-related structural damage. Once properly supported, the structure will be moved approximately 50 ft to its proposed location on the same property. The structure is anticipated to be staged up to eleven feet (11') above excavated grade to allow construction of the new foundation system below. At a second mobilization, Nickel Bros will return to lower the structure approximately six feet (6') onto the new foundation.

Safety. Precision. Integrity.

Vancouver:
13035 Lilley Dr,
Maple Ridge, BC V2W 0G6
Toll-Free: 1.866.813.9430
Fax: 604.944.6082
E-mail: Vancouver@nickelbros.com

Vancouver Island:
1990 Balsam Road
Nanaimo, BC V9X 1T5
Toll-Free: 1.866.320.2268
Fax: 250.753.8215
E-Mail: Vanisland@nickelbros.com

Seattle:
10405 19th Ave SE
Everett, WA 98208
Toll-Free: 1.866.920.2767
Fax: 425.257.2069
E-mail: Washington@nickelbros.com

Residential: www.nickelbros.com

Industrial: www.nickelbrosindustrial.com

Page 1



Prior to the move, Nickel Bros will provide an execution plan as the move date approaches. Nickel Bros will also prepare safe work procedures and risk assessments to address public safety, personnel safety, cargo protection, equipment safety, and site-specific execution requirements.

Although Nickel Bros uses specialized equipment, experienced personnel, and controlled procedures to minimize impacts to the structure, some movement-related effects can occur during lifting, moving, staging, and lowering, particularly with heritage structures and older building materials. These effects may include minor cracking, settlement of finishes, or movement in brittle or pre-existing conditions. The exact extent of any impact cannot be predicted with certainty prior to execution; however, Nickel Bros' methodology is intended to reduce these risks as much as reasonably practical.

The current budget price for Nickel Bros' relocation scope is approximately \$95,000.00, subject to final scope, site conditions, access requirements, and final execution planning. This budget price does not include applicable taxes.

If you have any questions or concerns regarding the proposed relocation procedure, please feel free to reach out.

Sincerely,

Pezh Nasiri

Estimator & Project Coordinator.

Safety. Precision. Integrity.

Vancouver:
13035 Lilley Dr,
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Fax: 250.753.8215
E-Mail: Vanisland@nickelbros.com

Seattle:
10405 19th Ave SE
Everett, WA 98208
Toll-Free: 1.866.920.2767
Fax: 425.257.2069
E-mail: Washington@nickelbros.com

Residential: www.nickelbros.com

Industrial: www.nickelbrosindustrial.com

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number **CB2367956** and the Assignment of Rents registered under number **CB2367957**;
- (b) **“Existing Chargeholder”** means Corside Construction Ltd.;
- (c) **“New Charges”** means the Section 219 Covenants contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the District;
and
- (b) agrees with the District that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT

AGENDA INFORMATION☐ Regular Meeting

Date: _____

☐ Other:

Date: _____


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

July 14, 2026

File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services**SUBJECT:** Bylaws 8787 and 8799 - New Detached Residential Zones (R1 and R2)**RECOMMENDATION:**

THAT "District of North Vancouver OCP Amendment Bylaw (Bylaw 8787)" is ADOPTED;

AND THAT "District of North Vancouver Rezoning Bylaw (Bylaw 8799)" is ADOPTED.

BACKGROUND:

Bylaws 8787 and 8799 received first readings on June 1, 2026 ([Staff report](#)). Bylaw 8799 subsequently received second reading as amended on June 15, 2025 ([Staff report](#))

A public hearing was held and closed on June 23, 2026.

On July 13, 2026, Bylaw 8787 received third reading and Bylaw 8799 received an additional second reading as amended and third reading ([Staff report](#)).

Approval from the Ministry of Transportation and Transit was received on July 13, 2026

The bylaws are now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Give no further readings and abandon the bylaws at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaws.

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachments:

1. Bylaw 8787
2. Bylaw 8799

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

The Corporation of the District of North Vancouver

Bylaw 8787

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900, 2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8787, 2026 (Amendment 63)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Under Part 1: Community Structure, Section 2: Urban Structure, Sub-section 2.5: Land Use Designations for the Urban Structure:
 - i. Deleting the land use designation description for Residential Level 1: Rural Residential and replacing it with the following description:

“Areas designated for rural residential are intended for detached housing on large lots situated outside the urban boundary. The OCP does not envision further intensification of use through subdivision in this designation and/or through extension of services.”
 - ii. Deleting the land use designation description for Residential Level 2: Detached Residential and replacing it with the following description:

“Areas designated for detached residential are intended predominantly for detached housing within neighbourhoods. This designation accommodates secondary rental units such as suites or coach houses subject to the imposition and satisfaction of appropriate conditions.”
 - b) Under Part 3: Plan Management, Section 12: Plan Implementation, Sub-section 12.5: Consolidated List of Land Use Designations:
 - i. Deleting the land use designation description for Residential Level 1: Rural Residential and replacing it with the following description:

“Areas designated for rural residential are intended for detached housing on large lots situated outside the urban boundary. The OCP does not envision further intensification of use through subdivision in this designation and/or through extension of services.”

- ii. Deleting the land use designation description for Residential Level 2: Detached Residential and replacing it with the following description:

“Areas designated for detached residential are intended predominantly for detached housing within neighbourhoods. This designation accommodates secondary rental units such as suites or coach houses subject to the imposition and satisfaction of appropriate conditions.”

READ a first time June 1, 2026 by a majority of all Council members.

PUBLIC HEARING held June 23, 2026

READ a second time July 13, 2026 by a majority of all Council members.

READ a third time July 13, 2026 by a majority of all Council members.

ADOPTED

Mayor

Corporate Officer

The Corporation of the District of North Vancouver

Bylaw 8799

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1465 (Bylaw 8799)”.

2. Amendments

2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

1. Amend PART 2 INTERPRETATION by inserting the following clause shown in blue below immediately following the title and at the beginning of the text:

For definitions applicable to the Rural and Suburban Detached Residential Zone (R1) or Urban Detached Residential Zone (R2) see Part 5, Section 500.

For definitions applicable to the Employment Zones.....

2. Amend PART 3 GENERAL OPERATIVE CLAUSES, Section 301, Subsection (2) by adding in R1 and R2 zones at the start of the list of zones as shown in blue below:

Rural and Suburban Detached Residential Zone	R1 (Bylaw 8799)
Urban Detached Residential Zone	R2 (Bylaw 8799)

3. Amend Section 309 by reformatting and adding a new subsection (2) as shown in blue below:

- 1) In Employment Zones in addition to the text of the bylaw shown in black arial font, the Employment Zones include explanatory notes that do not form part of the bylaw, these notes are shown in grey comic sans ms font.
- 2) In the Rural and Suburban Detached Residential Zone (R1) or Urban Detached Residential Zone (R2) in addition to the text of the bylaw, explanatory notes are included that do not form part of the bylaw, these notes

are shown in *italics* and include imperial measurements, diagrams and images.

4. Amend Section 405A Bed and Breakfast Businesses as shown in blue below:

A bed and breakfast business is permitted in a single-family residential zone (RS), in Rural and Suburban Detached Residential Zone (R1), or Urban Detached Residential Zone (R2), or in a RM1 or RM2 zone where only one single-family residential building is located on a lot subject to compliance with the following regulations:...

5. Amend Section 408 General Siting Regulations subsection (3) as shown in blue below:

(3) In the case of panhandle lots in Single-Family Residential Zones (RS) or in Rural and Suburban Detached Residential Zone (R1) or Urban Detached Residential Zone (R2) the panhandle is excluded for the purposes of setback and lot area regulations.

6. Amend Section 410 Floor Space Ratio Exemptions as shown in blue below:

The following are excluded from floor space ratio calculations:

(1) For single family residential buildings in RS zones, exclude

7. Amend Section 413 Outdoor Customer Service Areas to include R1 and R2 lots as shown in blue below:

The design and operation of an Outdoor Customer Service Areas shall be in conformity with the following regulations:

- 1) Principal Premises means a building or buildings containing a restaurant, retail food service, neighbourhood public house, or licensed lounge.
- 2) When the subject property abuts a property zoned RS, Rural and Suburban Detached Residential Zone (R1), or Urban Detached Residential Zone (R2) an Outdoor Customer Service Area is not permitted unless the Principal Premises completely blocks any view of the Outdoor Customer Service area from any ground level point on the abutting residential property or properties.....

8. Amend Section 4B01-A Temporary Use Permits to reference R1 and R2 lots as shown in blue below:

The entire area of the District of North Vancouver is designated as an area where temporary use permits may be allowed, except for lands which are located outside of the District's four growth centres and zoned one of the Single Family Residential (RS) zones or Rural and Suburban Detached Residential Zone (R1) or Urban Detached Residential Zone (R2).

9. Amend PART 5 RESIDENTIAL ZONE REGULATIONS by inserting the new zoning package related to the Rural and Suburban Detached Residential Zone (R1) and the Urban Detached Residential Zone (R2) found in **Schedule A** into PART 5 RESIDENTIAL ZONE REGULATIONS, as a new Section 525.
10. The Zoning Map is amended in the case of the lands illustrated on the attached maps found in **Schedule B** by rezoning the lands to Rural and Suburban Detached Residential Zone (R1) or Urban Detached Residential Zone (R2) as indicated on the maps.

READ a first time June 1, 2026

PUBLIC HEARING held June 23, 2026

READ a second time June 15, 2026 as amended

READ a third time July 13, 2026

Certified a true copy of "District of North Vancouver Rezoning Bylaw 1465 (Bylaw 8799)" as at Third Reading

Deputy Corporate Officer

APPROVED by the Ministry of Transportation and Transit on July 14, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8799

Text Amendment to Add R1 and R2 Zones to Bylaw 3210

Section 525

Subsection 525 - 1.00

Administration and Interpretation

- (1) Zones may be modified on specific sites through the use of Modifiers. Modifiers will be labelled on the Zoning Map in parentheses next to the Zone label (e.g., R1 (S1)). The Modifiers used in the Zoning Map and throughout this Bylaw include:
 - (a) **(S) Subdivision:** Denotes minimum subdivision requirements. A label of (S1), (S2) or (S3) indicates that the site's minimum lot size and dimensions must comply with the S1, S2 or S3 Subdivision regulations for that zone.

Subsection 525 - 1.50

Definitions

The following definitions apply to the R1 and R2 zones.

A

Accessory Buildings and Structures means a Building or structure that is naturally or normally incidental, subordinate, and devoted to a Principal Use or Building, and located on the same Lot. Typical examples include sheds, gazebos, pool buildings, workshops, Waste and Recycling Storage Areas, and saunas. This definition does not include detached Garages or Coach Houses.

Accessory Use means the use of a Lot and Building and structures on a Lot, for uses normally incidental and subordinate to the Principal Use on the same Lot or within the same unit.

B

Balcony means a cantilevered or supported deck that projects from or is recessed into a wall of a Building and which, except for a railing or roof, is not enclosed.

Basement means the lowest storey of a building, which has its floor level located below the finished grade adjacent to one or more of its exterior walls.

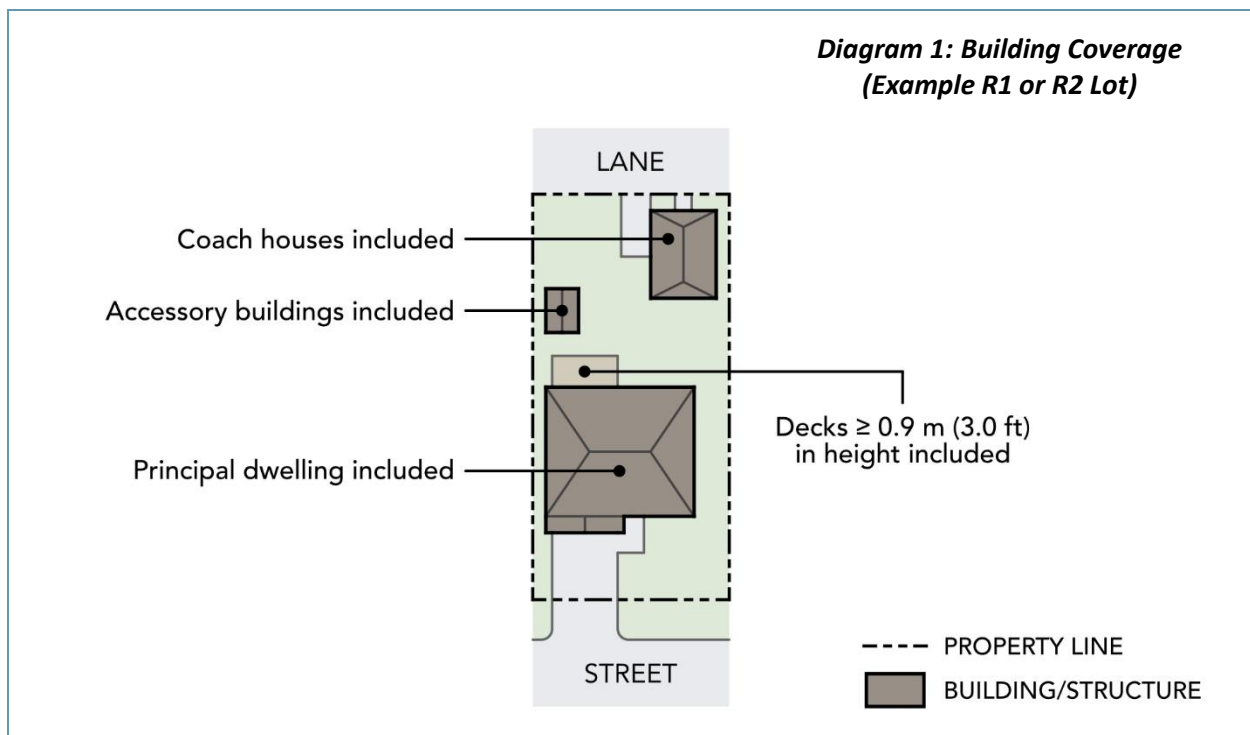
Bed and Breakfast means a Home Occupation within a Principal Dwelling Unit that provides temporary accommodation in one or more bedrooms, and where breakfast is provided on the premises. This use does not include Short-Term Rentals or Boarders & Lodgers Accommodations.

Boarders and Lodgers Accommodation means a use that is located within a Principal Dwelling Unit and subordinate to a Residential Use that provides accommodation and meals for a minimum period of 28 consecutive days. This use does not include separate Cooking Facilities, and does not include Short-Term Rentals or Bed and Breakfast.

Building means a structure on a foundation, wholly or partly enclosed with walls and roofs, and used for the shelter or accommodation of persons, animals, chattels or things, or any combination thereof.

Building Coverage means that portion of a Lot, expressed as a percentage, occupied by all Buildings and covered structures 0.90 m (3 ft) or greater in height above finished grade and measured to the exterior surface of every exterior wall or, in the case of a Building or structure with no walls, the outside of the outermost support structure.

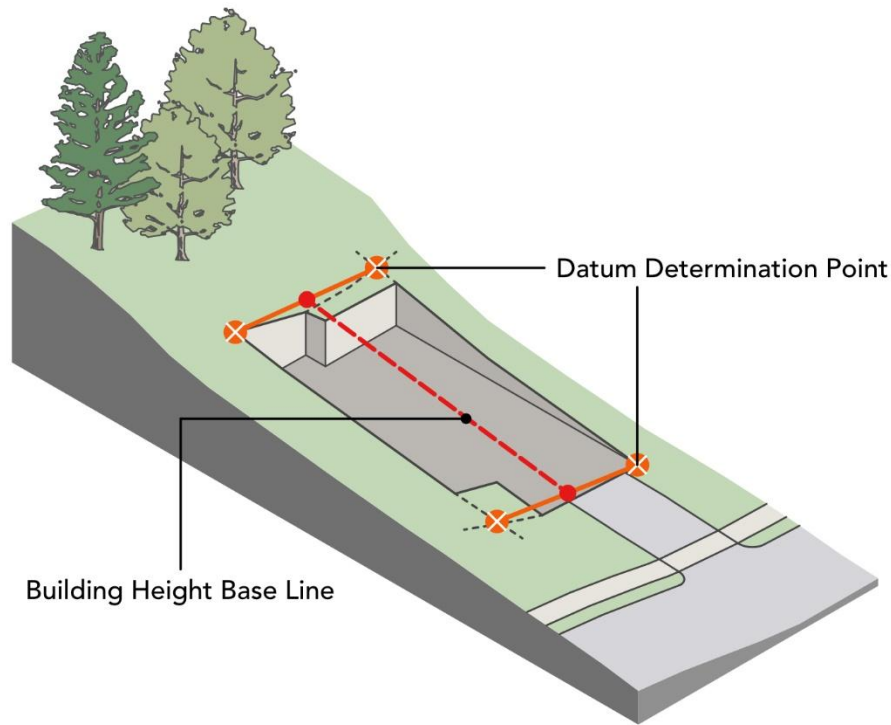
Building Depth means the horizontal distance between the foremost exterior wall face and the rearmost exterior wall face of a building, measured parallel to the longest side wall of the building, inclusive of any attached garage, carport, porch, or veranda.



Building Height Base Line means, with respect to a principal building, the line created by:

- (1) averaging the two Front Datum Determination Points on the Lot; and
- (2) averaging the two Rear Datum Determination Points on the Lot; and
- (3) longitudinally extending a line joining (1) and (2) above.

Diagram 2: Building Height Base Line



Building, Principal means a residential building in an R1 or R2 Zone that includes the principal dwelling unit and may include a secondary suite but that excludes a coach house and other accessory buildings.

Building Wall Length means the linear measurement of a Building's exterior wall face. Building Wall Length measurements are unique to each wall face.

Building Width means the total horizontal distance of the building façade (excluding porches) that is oriented toward a Street, measured between the two points of the building most distant from each other on a line parallel to the Street.

C

Carport means a Garage that provides covered parking that is open to the air on at least two (2) sides, supported by pillars or columns with no walls between them.

Child Care Services means the use of land, buildings and structures to provide day care services for infants and children. Child Care may include care for older children when they are not in school, and pre-kindergarten programs. This use class does not include Elementary and Secondary Schools.

Coach House means a Dwelling Unit that is accessory to and detached from a Principal Dwelling Unit.

Cooking Facility means an area containing equipment used for the preparation of meals.

Crawl Space means an enclosed space between the uppermost surface of the ground and the lowest structural floor of a building that is used solely for the purpose of providing access to utilities and is not used for habitable purposes.

D

Datum Determination Points, Front means the two points on a lot created where the frontmost wall face of the principal building or projections thereof intersect with the outermost sidewall faces or projections thereof measured at the lesser of existing or finished grade.

Datum Determination Points, Rear means the two points on a lot created where the rearmost wall face of the principal building or projections thereof intersect with the outermost sidewall faces or projections thereof measured at the lesser of existing or finished grade.

Deck means a raised outdoor platform intended for leisure or outdoor occupancy, which is supported by the ground, columns, a foundation, or the structure of a storey below. A deck may be uncovered or partially covered by a roof or awning, but must remain at least 60% open on all sides not adjoining the principal building.

Dwelling Unit means an entirely self-contained residential accommodation located within a building, containing rooms used for living, sleeping, a bathroom, and not more than one Cooking Facility.

Dwelling Unit, Principal means the primary Dwelling Unit on a Lot in an R1, and R2 Zone to which a Secondary Suite and / or a Coach House are subordinate.

E

Emergency Services means the use of land, buildings and structures for the provision of urgent response to public safety, health or welfare needs. This includes first responder stations (such as fire, police and ambulance), training facilities and emergency management operations. It further includes Emergency Social Services (ESS) and relief operations providing temporary shelter, evacuation support, clothes and emergency food services including soup kitchens and the storage of emergency supplies and equipment.

F

Finished Attic Space means the area within a building between the highest ceiling joist and the roof rafters that is accessed by a permanent fixed staircase and contains windows or skylights and where a ceiling height of at least 1.83 m (6 ft) is provided over a minimum of 35% of the attic floor area.

Floor Space Ratio (FSR) means the figure obtained when the Gross Floor Area (GFA) of all Buildings and structures, excluding any areas specifically exempted from Gross Floor Area under this Bylaw, is divided by the Net Lot Area as it exists at the time of the current application, prior to any land dedications required as a condition of that application.

G

Garage means a Building, structure or part thereof designed and used primarily to park and store vehicles and includes Carports.

Grade, Existing means the ground level of a site prior to any current or proposed grading or construction activity.

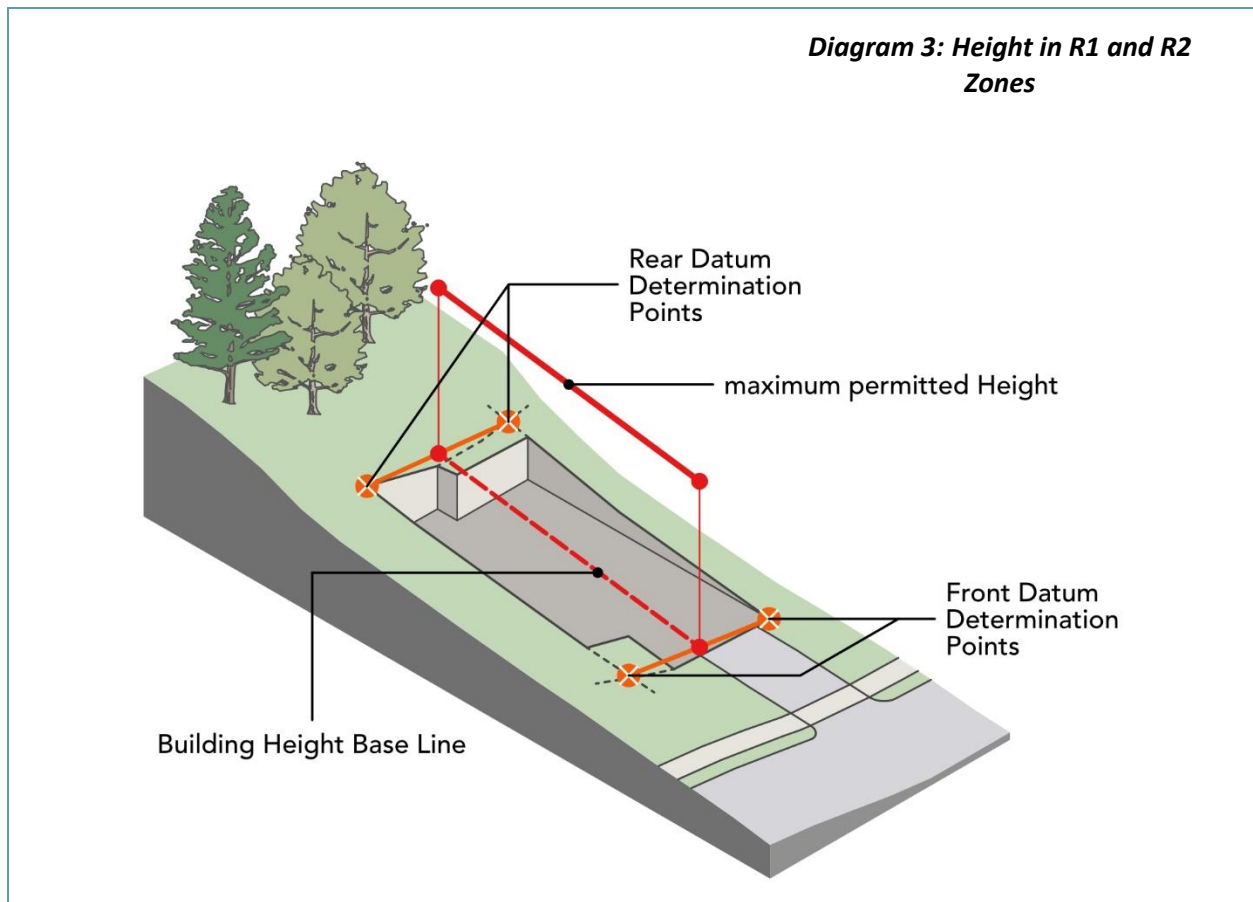
Grade, Finished means the level of ground created by human action.

Gross Floor Area (GFA) means the combined total floor area of all storeys of a Building or Structure measured to the exterior surface of the outermost exterior wall at the level of each storey. In the case of a Building or structure with no walls, the measurement is to the outside of the outermost support structure.

H

Height means:

- (1) In a Principal Building the greatest vertical distance measured from the Building Height Base Line to the topmost part of the Building or structure.
- (2) The maximum height line is determined by adding the maximum allowable height to the Building Height Base Line.



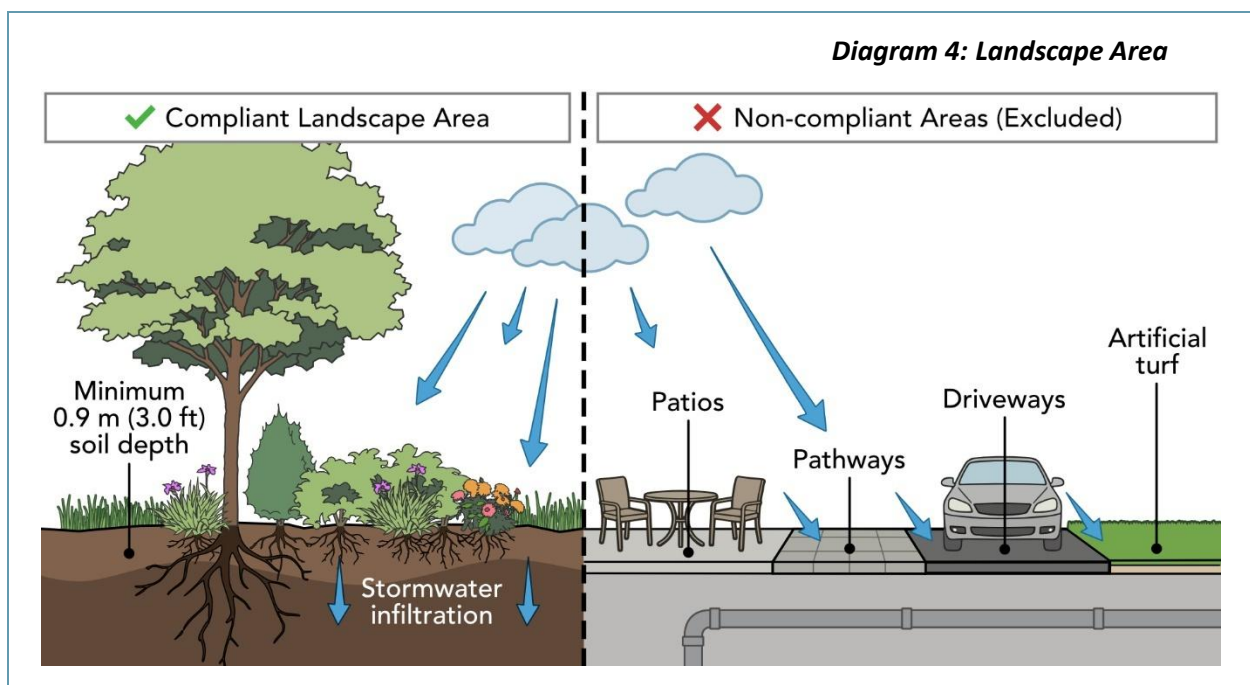
- (3) In Accessory Buildings and Structures, Garages, and Coach Houses the vertical distance measured from the floor level of the lowest Storey to the highest point of the Building or Structure.

Home Occupation means a use that is located within a Dwelling Unit and subordinate to a Residential Use where a business is operated by a resident of the Dwelling Unit.

L

Land means all area within any Lot including land below the surface of a body of water.

Landscape Area means the soil-based, permeable portion of a Lot dedicated to the cultivation and maintenance of living vegetation, including trees, shrubs, and plants, that allows for the unobstructed infiltration of stormwater. To be credited as a Landscape Area, the area must provide a minimum soil depth of 0.90 m (3 ft) and maintain a minimum width of 1.00 m (3.3 ft) at all points. This area shall not be covered by any Building or Structure, or any portion thereof, and shall exclude all forms of hardscaping, including but not limited to, paving, gravel, pathways, patios, parking spaces, and artificial turf.



Lane means a Street of not more than 7.00 m (22.9 ft) in width, which provides secondary means of vehicle access to one or more parcels of land.

Lot means any parcel of Land shown as a Lot on a plan of subdivision or other plan deposited in the Land Title Office of the Province of British Columbia and may include strata plans, air space parcel plans and consolidation plans.

Lot Area means the total horizontal area within the legal boundaries of a Lot.

Lot Area, Net means the total horizontal area within the legal boundaries of a Lot, excluding any of the following:

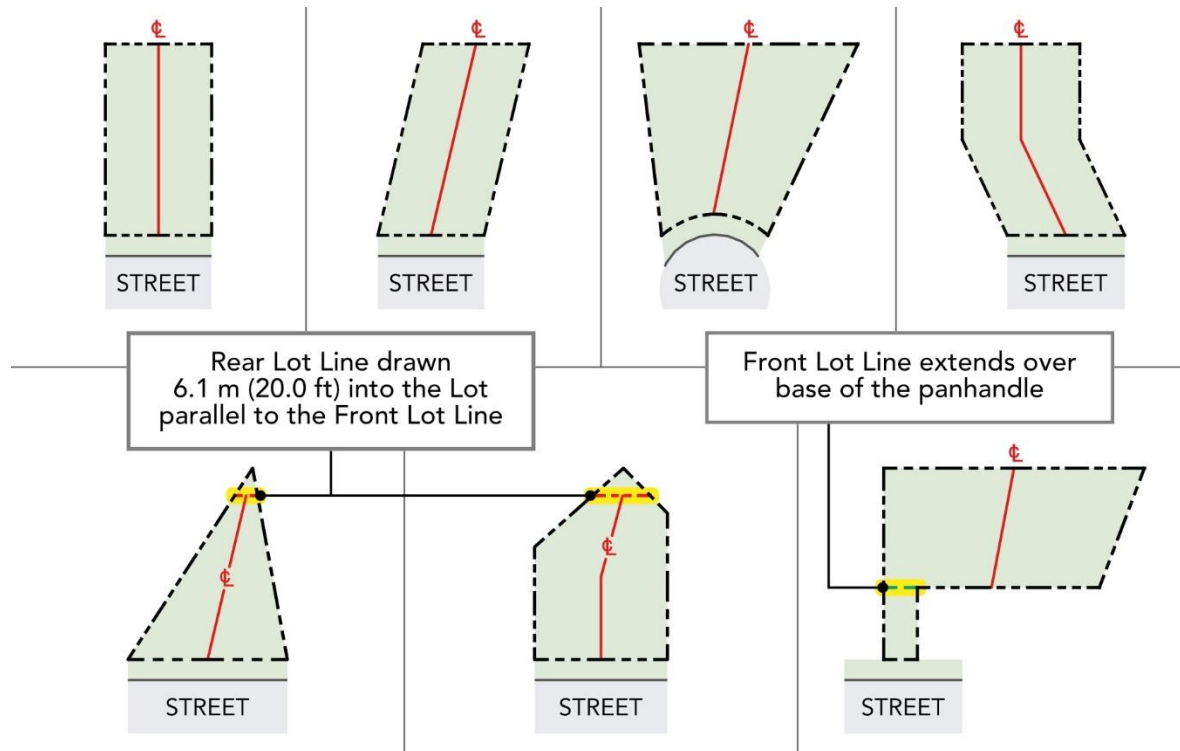
- (1) The panhandle portion of a panhandle lot;
- (2) Any portion of the Lot lying below the natural boundary of a lake, creek, river, or ocean;

- (3) Any portion of the lot that falls within the riparian area between the river, creek, or ravine and the top of bank as defined by a BCLS Land Surveyor; and
- (4) Any portion of the Lot that is within a transmission line or powerline right of way.

Lot Depth means the horizontal distance between the mid-points of the Front Lot Line and the mid-points of the Rear Lot Line.

Lot Line, Centre means the linear measurement across the Lot taken from the mid-point of the Front Lot Line to the mid-point of the Rear Lot Line.

Diagram 1: Centre Lot Line



Lot Line, Front means:

- (1) in the case of a Lot fronting on one Street, the Lot line or lines common to the Street and the Lot; or
- (2) in the case of a corner Lot having Lot lines common to more than one street, the Lot line or lines common to the Lot and the Street with the shortest frontage; or
- (3) in the case of a double-fronting Lot (a Lot with Lot lines common to a street at both the front and rear of the Lot), both Lot lines common to the Streets are considered Front Lot Lines. For the purpose of applying setback regulations or other requirements that specify a single front yard, the Lot line with the shortest frontage shall be deemed the Front Lot Line, unless the Street with the longer frontage is designated as the front Street by the Chief Building Official; or,
- (4) in the case of a cul-de-sac Lot or pie-shaped Lot, the Lot line or lines common to the street; or
- (5) in the case of a panhandle Lot, the Lot line or lines forming the narrow side of the end of the Lot from which the panhandle extends; or

- (6) in the case of a Lot with no Street access or only ocean access, the shortest Lot line or in the case of an ocean fronting lot the shortest Lot line that is common with the ocean.

Lot Line, Rear means the Lot line or lines opposite to and most distant from the Front Lot Line, or, in the case of a fee simple Lot having two intersecting side Lot lines, the Rear Lot Line shall be deemed to be a line within the Lot 6.10 m (20 ft) in length, which is parallel to and most distant from the Front Lot Line.

Lot Line, Side means any Lot line that is neither a Front Lot Line or a Rear Lot Line.

Lot Width means the shorter of the following two linear measurements:

- (1) The horizontal distance taken across the Lot perpendicular to the Centre Lot Line at 6.10 m (20 ft) to the rear of the Front Lot Line; or
- (2) The horizontal distance taken across the Lot perpendicular to the Centre Lot Line at 18.00 m (59 ft) to the rear of the Front Lot Line.

Provided that the Front Lot Line shall not be less than two-thirds ($\frac{2}{3}$) of the minimum width requirement for that Lot.

M

Modifier means a label on the zoning map that indicates the application of particular development regulations.

Diagram 2: Example of Subdivision Modifier



N

Net Lot Area means the total horizontal area within the legal boundaries of a Lot, excluding any of the following:

- (1) The panhandle portion of a panhandle lot;
- (2) Any portion of the Lot lying below the natural boundary of a lake, creek, river, or ocean;
- (3) Any portion of the lot that falls within the riparian area between the river, creek, or ravine and the top of bank as defined by a BCLS Land Surveyor; and
- (4) Any portion of the Lot that is within a transmission line or powerline right of way.

O

Ocean Natural Boundary Line means the visible high-water mark of the ocean where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil or rock of the bed of the ocean a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself.

P

Panhandle means the narrow strip of land connecting the body of the lot with the street.

Parking Use means the use of land, buildings or structures for the purpose of temporary parking or storage of vehicles that are otherwise in active use and may include Electric Vehicle (EV) Charging.

Principal Use means the primary use of Land, Building and structures, and includes all aspects of that use that are necessary to performing that primary use, but excludes Accessory Uses.

Property Host means a person who is legally entitled to possession of a property where short-term rental Tourist Accommodation Services are provided and who has responsibility for arranging for the short-term rental offer.

R

Residential Use means housing consisting of one or more Dwelling Units in a Building.

Residential Care means the provision of licensed residential care including lodging and meals combined with therapeutic, social, or health-related support services and includes care homes, hospice, supportive housing, and group homes, as well as integrated services such as seniors' day care; however, this use is distinguished by the provision of overnight accommodation or long-term residency and specifically excludes Health Care Services, or any facility providing exclusively ambulatory care or outpatient medical services where no residential component exists.

S

Secondary Suite means a Dwelling Unit that is accessory to and attached to a Principal Dwelling Unit in a Principal Building in the R1 and R2 zones.

Setback means the required horizontal distance between the Lot line and the nearest part of a Building or Structure on the Lot. Setbacks are measured to the building face except that for swimming pools they are measured to the nearest part of the foundation or structure of the pool.

Setback, Front means the distance from a Front Lot Line.

Setback, Rear means the distance from a Rear Lot Line.

Setback, Side means the distance from a Side Lot Line.

Short-Term Rentals means a use that is located within a Dwelling Unit and subordinate to a Residential Use where the Dwelling Unit or one or more bedrooms in the Dwelling Unit provide temporary accommodation for a maximum period of 90 consecutive days. This use does not include a Bed and Breakfast or Boarders and Lodgers Accommodations.

Storey means that portion of a Building other than an underground parkade that is between the surface of any floor and the surface of the floor above it. If there is no floor above, the Storey is the portion of the Building that is between the top of any floor and the ceiling above it. Basements and Finished Attic Spaces are included as Storeys. Crawl Spaces where more than 60% of the crawl space’s floor area has a height, measured from the ground or concrete slab to the underside of the floor joists, greater than 1.5 m (5 ft) are included as Storeys.

Street means a public thoroughfare, including a highway, road, Lane, and any other way open to public use, but does not include private rights-of-way on private property. This term encompasses the entire width between the property lines of every right-of-way that is dedicated, owned, or maintained by a government authority for the purpose of vehicle, bicycle and pedestrian traffic.

Structure means any construction, erection, or piece of work artificially built or constructed, composed of parts joined together in some definite manner, that requires a fixed location on the ground or is attached to something having a fixed location on the ground, but does not include a Building.

T

Tourist Accommodation Services includes Bed and Breakfasts, Boarders and Lodgers Accommodations, and Short-Term Rentals.

V

Veranda means a one storey high roofed structure attached to an exterior wall of a residential building, which is not heated or intended for year-round habitation. It shall be at least 60% open on all sides not adjoining the residential building and with a floor not higher than the lowest above grade building floor on the side of the building to which it is attached.

W

Waste and Recycling Storage Area means a permanent, hard-surface area within an enclosed building, protected from wildlife that can accommodate waste and recycling receptacles.

Y



Subsection 525 - 2.10

R1 – Rural and Suburban Detached Residential Zone

2 INTENT

The intent of the Rural and Suburban Detached Residential Zone (R1) is to permit the continued use of low density, legacy lots in remote and environmentally sensitive lands generally found outside the Urban Containment Boundary.

2 PERMITTED USES

(1) The following uses are permitted in the R1 Zone:

Table 2.1: Permitted Uses

Use	Principal Use	Accessory Use
Residential Use	✓	
Accessory Use		✓
Child Care Services		✓
Home Occupation		✓
Parking Use		✓
Secondary Suite		✓
Tourist Accommodation Services		✓

3 CONDITIONS OF USE

(1) A Secondary Suite is only permitted when it is no larger than 49% of the Principal Building's Gross Floor Area.

4 DENSITY

- (1) A maximum of one (1) Principal Dwelling Unit and one (1) Secondary Suite are permitted per Lot.
- (2) The total Gross Floor Area on a Lot must not exceed the maximums established in the following table:

Table 4.1: Maximum Gross Floor Area (GFA)

Type of Building or Structure	Net Lot Area	Maximum Gross Floor Area
All Buildings and Structures on a Lot	Net Lot Area $\leq 464.5 \text{ m}^2$ (5,000 ft ²)	Net Lot Area x 0.7 + 92.9 m ² (1,000 ft ²)
	Net Lot Area $> 464.5 \text{ m}^2$ (5,000 ft ²)	Net Lot Area x 0.55 + 92.9 m ² (1,000 ft ²) Up to a maximum of 650.3m ² (7,000 ft ²)
All detached Garages, Accessory Buildings and Structures in combination on a Lot	All Lot sizes	92.9 m ² (1,000 ft ²)

- (3) The Net Lot Area is as it exists at the time of the current application, prior to any land dedications required as a condition of that application.
- (4) Gross Floor Area (GFA) inclusions and exemptions are found in Subsection 525 - 310 of this Bylaw.

5 HEIGHT

- (1) The height of any Buildings or Structures must not exceed the maximums established in the following table:

Table 5.1: Maximum Height and Storeys

Type of Building or Structure	Roof Pitch	Maximum Height	Maximum Number of Storeys
Principal Building or a portion thereof in the front 6.10 m (20 ft) of the Lot	Flat roof or Sloped roof (less than 3:12)	6.7 m (22 ft)	2 storeys
	Sloped roof (3:12 or greater)	8.5 m (28 ft)	2 storeys
Principal Building or a portion thereof <u>not</u> in	Flat roof or Sloped roof (less than 3:12)	10.1 m (33 ft)	3 storeys

Type of Building or Structure	Roof Pitch	Maximum Height	Maximum Number of Storeys
the front 6.10 m (20 ft) of the Lot	Sloped roof (3:12 or greater)	11.6 m (38 ft)	3 storeys
Detached Garages	Flat roof or Sloped roof (less than 3:12)	3.7 m (12 ft)	1 storey
	Sloped roof (3:12 or greater)	5.5 m (18 ft)	1 storey
Accessory Buildings and Structures	Flat roof or Sloped roof (less than 3:12)	3.7 m (12 ft)	1 storey
	Sloped roof (3:12 or greater)	4.6 m (15 ft)	1 storey

(2) In Accessory Buildings and Structures, detached Garages, and Coach Houses, the floor level of the lowest Storey shall not be more than 1.2m (4 ft) above the existing grade at any point.

(3) Height exemptions are found in Subsection 525 - 310 of this Bylaw.

6 SETBACKS

(1) Buildings and Structures must be sited in accordance with the minimum Setbacks established in the following table:

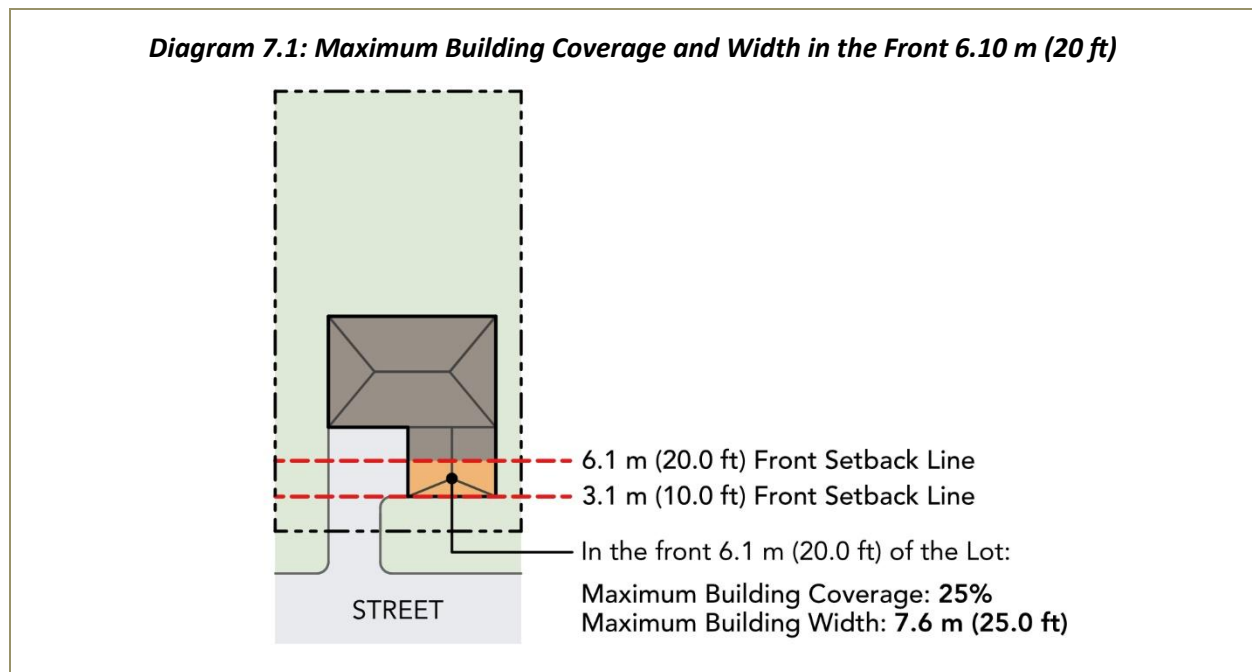
Table 6.1: Minimum Setbacks				
Type of Building or Structure	Minimum Front Setback	Minimum Rear Setback	Minimum Side Setback	Minimum Setback to the Ocean Natural Boundary
Principal Building	3.1 m (10 ft)	7.6 m (25 ft)	1.2 m (4 ft)	7.6 m (25 ft)
Detached Garage	Side entry garage: 3.1 m (10 ft) Front entry garage: 6.1 m (20 ft)	1.5 m (5 ft)	1.2 m (4 ft)	7.6 m (25 ft)
Accessory Buildings and Structures	6.1 m (20 ft)	1.2 m (4 ft)	1.2 m (4 ft)	1.2 m (4 ft)

Type of Building or Structure	Minimum Front Setback	Minimum Rear Setback	Minimum Side Setback	Minimum Setback to the Ocean Natural Boundary
Swimming Pools	3.1 m (10 ft)	3.1 m (10 ft)	1.2 m (4 ft)	3.1 m (10 ft)

- (2) General siting regulations and siting exemptions are found in Subsection 525 - 310 of this Bylaw.

7 BUILDING COVERAGE

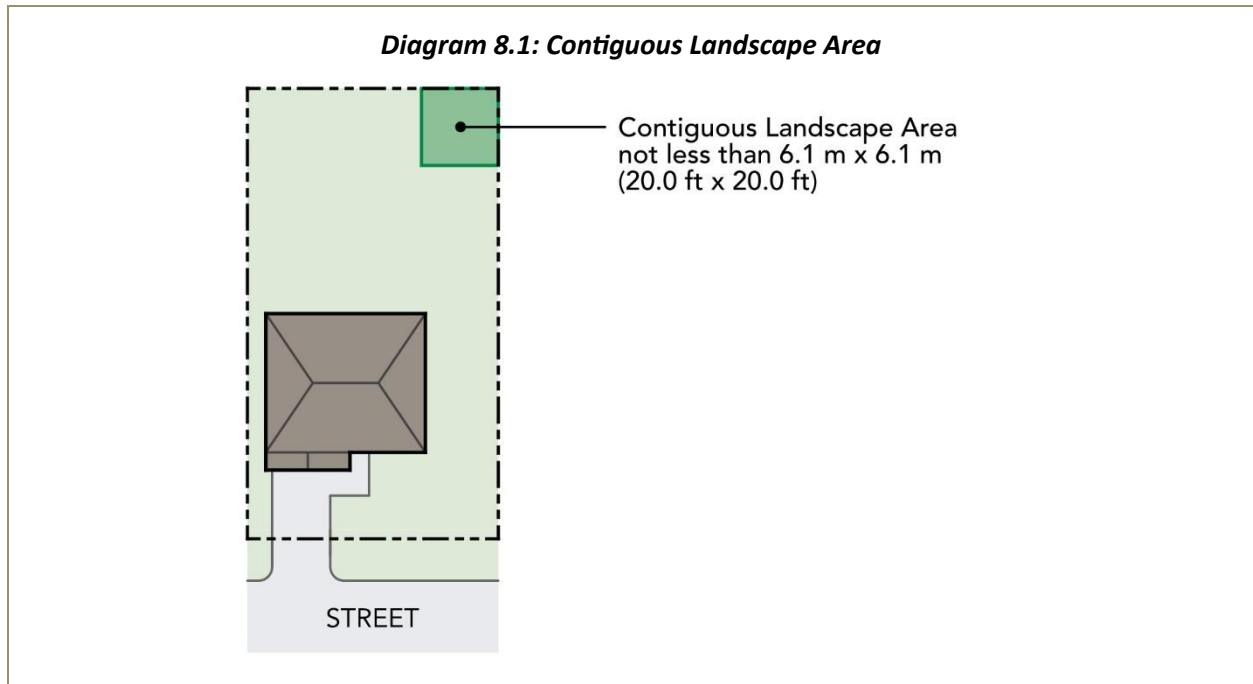
- (1) The maximum Building Coverage on a Lot is:
- (a) 55% of Net Lot Area when Net Lot Area $\leq 464.5\text{ m}^2 / 5,000\text{ ft}^2$; or
 - (b) 45% of Net Lot Area when Net Lot Area $> 464.5\text{ m}^2 / 5,000\text{ ft}^2$.
- (2) The maximum Building Coverage in the front 6.1 m (20 ft) of a Lot is 25%.



8 LANDSCAPING

- (1) A Lot must have:
- (a) A contiguous Landscape Area that has the minimum dimensions of 6.1 m x 6.1 m (20 ft x 20 ft); or
 - (b) Landscape Areas totalling a minimum of:

- (i) 35% of Net Lot Area when Net Lot Area $\leq 464.5 \text{ m}^2$ (5,000 ft^2); or
- (ii) 45% of Net Lot Area when Net Lot Area $> 464.5 \text{ m}^2$ (5,000 ft^2).



9 BUILDING REGULATIONS

- (1) The maximum Building Wall Length is 19.8 m (65 ft).
- (2) The maximum Building Width for that portion of any building in the front 6.1 m (20 ft) of the Lot is 7.6 m (25 ft).
- (3) The maximum Building Depth is 19.8 m (65 ft).
- (4) The maximum height for a Deck, Balcony, Veranda, or other outdoor occupied space is 4.6 m (15 ft), measured vertically from its walking surface to the lowest point of finished grade directly beneath the structure.
- (5) A Waste and Recycling Storage Area must be provided to serve all Dwelling Units on a Lot with a minimum size of 2.3 m^2 (25 ft^2).

10 OTHER REGULATIONS

- (1) Off-street parking must comply with Part 10 Off-Street Parking Space and Loading Space Regulations of this Bylaw.
- (2) Subdivision: The minimum Lot Area, Lot Width, and Lot Depth of Lots zoned R1 created by subdivision are established in the following table.

Table 10.1: Subdivision Minimum Requirements

Zone and Modifier, if applicable	Minimum Lot Area (m²)	Minimum Lot Width (m)	Minimum Lot Depth (m)
R1	4,000 m ² (43,056 ft ²)	30 m (98.4 ft)	34 m (111.6 ft)



Subsection 525 - 2.20

R2 – Urban Detached Residential Zone

1 INTENT

The intent of the Urban Detached Residential Zone (R2) is to permit ground-oriented detached housing forms with an emphasis on above ground living primarily in the form of a house which may include a suite and be accompanied by a coach house.

2 PERMITTED USES

(1) The following uses are permitted in the R2 Zone:

Table 2.1: Permitted Uses

Use	Principal Use	Accessory Use
Residential Use	✓	
Accessory Use		✓
Child Care Services		✓
Coach House		✓
Home Occupation		✓
Parking Use		✓
Secondary Suite		✓
Tourist Accommodation Services		✓

3 CONDITIONS OF USE

- (1) A Secondary Suite is only permitted when it is:
- (a) Located in the Principal Building; and

- (b) No larger than 49% of the Principal Building's Gross Floor Area.

4 DENSITY

- (1) A maximum of one (1) Principal Dwelling Unit, one (1) Secondary Suite, and one (1) Coach House are permitted per Lot.
- (2) The total Gross Floor Area on a Lot must not exceed the maximums established in the following table:

Table 4.1: Maximum Gross Floor Area (GFA)		
Type of Building or Structure	Net Lot Area	Maximum Gross Floor Area
All Buildings and Structures on a Lot with a Principal Building and without a Coach House	Net Lot Area $\leq 464.5 \text{ m}^2$ (5,000 ft^2)	Net Lot Area $\times 0.7 + 92.9 \text{ m}^2$ (1,000 ft^2)
	Net Lot Area $> 464.5 \text{ m}^2$ (5,000 ft^2)	Net Lot Area $\times 0.55 + 92.9 \text{ m}^2$ (1,000 ft^2) Up to a maximum of 650.3 m^2 (7,000 ft^2)
All Buildings and Structures on a Lot with a Principal Building and a Coach House	Net Lot Area $\leq 464.5 \text{ m}^2$ (5,000 ft^2)	Net Lot Area $\times 0.7 + 139.4 \text{ m}^2$ (1,500 ft^2)
	Net Lot Area $> 464.5 \text{ m}^2$ (5,000 ft^2)	Net Lot Area $\times 0.55 + 139.4 \text{ m}^2$ (1,500 ft^2) Up to a maximum of 696.8 m^2 (7,500 ft^2)
Coach House	All Lot Sizes	130.1 m^2 (1,400 ft^2)
All detached Garages, Accessory Buildings and Structures in combination on a Lot	All Lot Sizes	92.9 m^2 (1,000 ft^2)

- (3) The Net Lot Area is as it exists at the time of the current application, prior to any land dedications required as a condition of that application.
- (4) Gross Floor Area (GFA) inclusions and exemptions are found in Subsection 525 - 310 of this Bylaw.

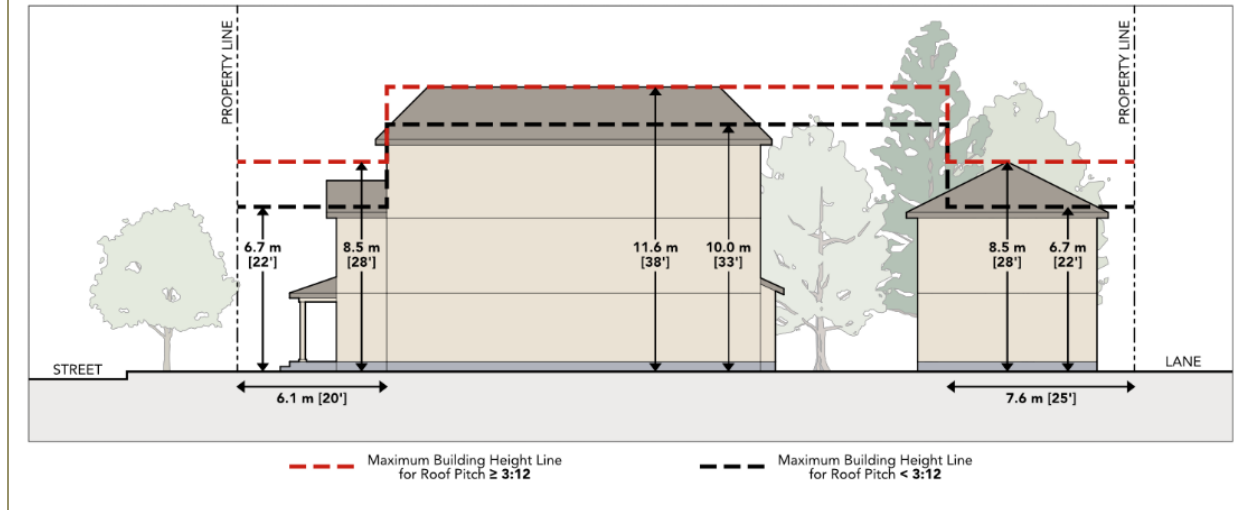
5 HEIGHT

- (1) The height of any Buildings or Structures must not exceed the maximums established in the following table:

Table 5.1: Maximum Height and Storeys

Type of Building or Structure	Roof Pitch	Maximum Height	Maximum Number of Storeys
Principal Building or a portion thereof in the front 6.10 m (20 ft) of the Lot	Flat roof or Sloped roof (less than 3:12)	6.7 m (22 ft)	2 storeys
	Sloped roof (3:12 or greater)	8.5 m (28 ft)	2 storeys
Principal Building or a portion thereof <u>not</u> in the front 6.10 m (20 ft) of the Lot	Flat roof or Sloped roof (less than 3:12)	10.1 m (33 ft)	3 storeys
	Sloped roof (3:12 or greater)	11.6 m (38 ft)	3 storeys
Coach House	Flat roof or Sloped roof (less than 3:12)	6.7 m (22 ft)	2 storeys
	Sloped roof (3:12 or greater)	8.5 m (28 ft)	2 storeys
Detached Garages	Flat roof or Sloped roof (less than 3:12)	3.7 m (12 ft)	1 storey
	Sloped roof (3:12 or greater)	5.5 m (18 ft)	1 storey
Accessory Buildings and Structures	Flat roof or Sloped roof (less than 3:12)	3.7 m (12 ft)	1 storey
	Sloped roof (3:12 or greater)	4.6 m (15 ft)	1 storey

- (2) In Accessory Buildings and Structures, detached Garages, and Coach Houses, the floor level of the lowest Storey shall not be more than 1.2m (4 ft) above the existing grade at any point.
- (3) Height exemptions are found in Subsection 525 - 310 of this Bylaw.

Diagram 5.1: Maximum Height and Storeys

6 SETBACKS

- (1) Buildings and structures must be sited in accordance with the minimum Setbacks established in the following table:

Table 6.1: Minimum Setbacks

Type of Building or Structure	Minimum Front Setback	Minimum Rear Setback	Minimum Rear Setback abutting a lane allowance	Minimum Side Setback	Minimum Setback to the Ocean Natural Boundary Line
Principal Building	3.1 m (10 ft) A	7.6 m (25 ft) B	7.6 m (25 ft) B	1.2 m (4 ft) C	7.6 m (25 ft)
Coach House	15.2 m (50 ft) D	3.1 m (10 ft) E	1.5 m (5 ft) F	1.2 m (4 ft) G	7.6 m (25 ft)
Detached Garage	Side entry garage: 3.1 m (10 ft) Front entry garage: 6.1 m (20 ft)	1.5 m (5 ft)	1.5 m (5 ft)	1.2 m (4 ft)	7.6 m (25 ft)
Accessory Buildings and Structures	6.1 m (20 ft)	1.2 m (4 ft)	1.2 m (4 ft)	1.2 m (4 ft)	1.2 m (4 ft)
Swimming Pools	3.1 m (10 ft)	3.1 m (10 ft)	3.1 m (10 ft)	1.2 m (4 ft)	3.1 m (10 ft)

Diagram 6.1: Minimum Setbacks

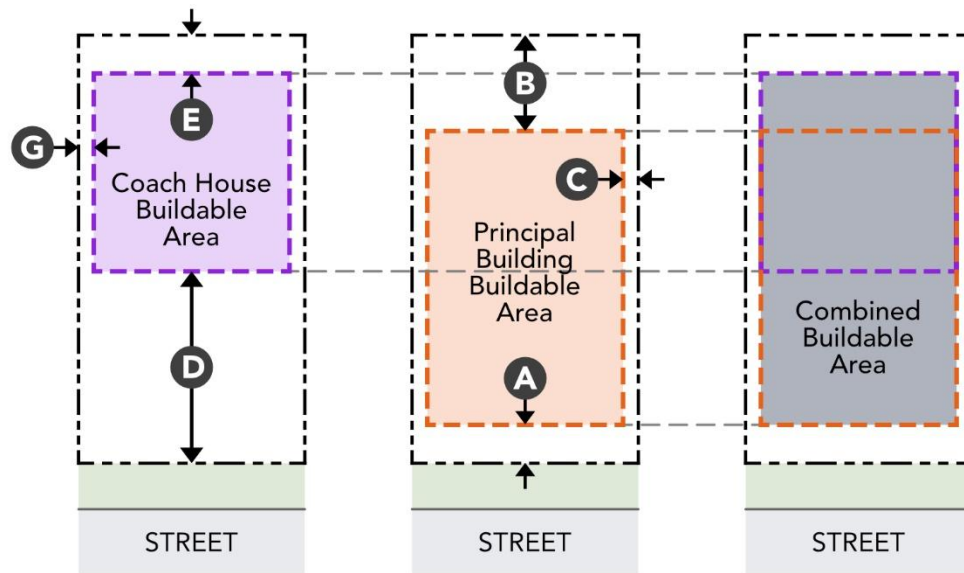
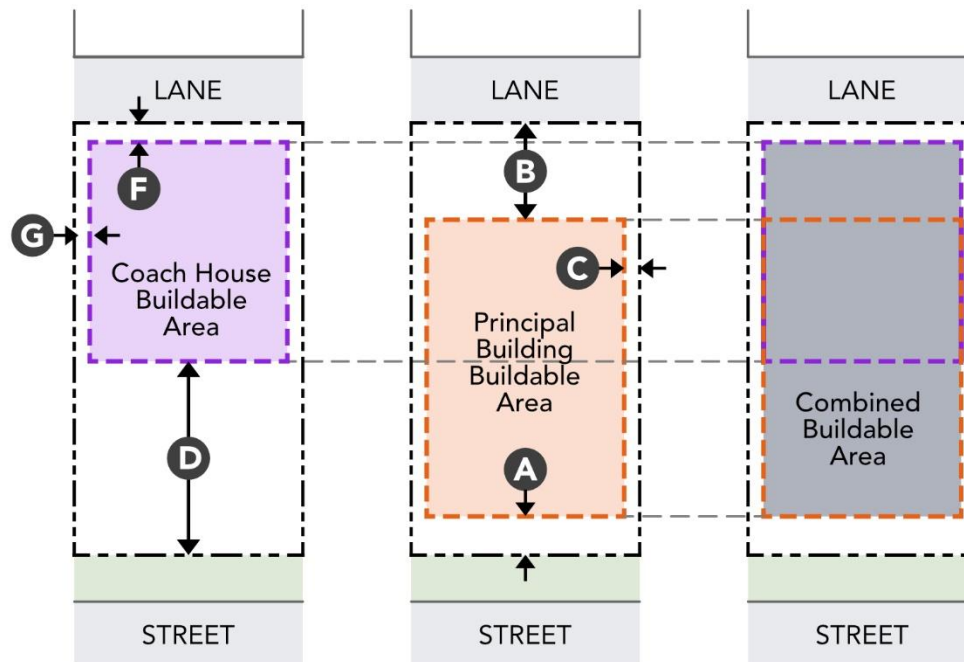


Diagram 6.2: Minimum Setbacks (with Rear Lane)

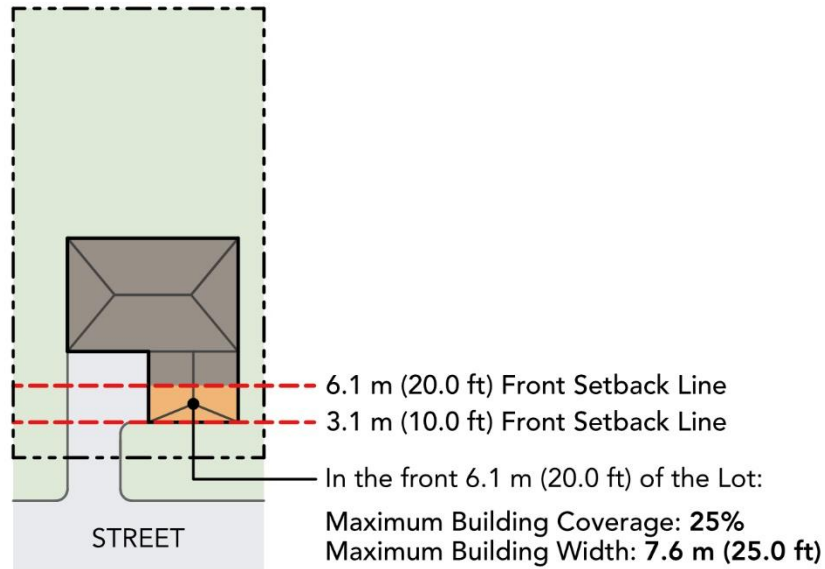


7 BUILDING COVERAGE

- (1) The maximum Building Coverage on a Lot is:
 - (a) 55% of Net Lot Area when Net Lot Area $\leq 464.5 \text{ m}^2 / 5,000 \text{ ft}^2$; or
 - (b) 45% of Net Lot Area when Net Lot Area $> 464.5 \text{ m}^2 / 5,000 \text{ ft}^2$.

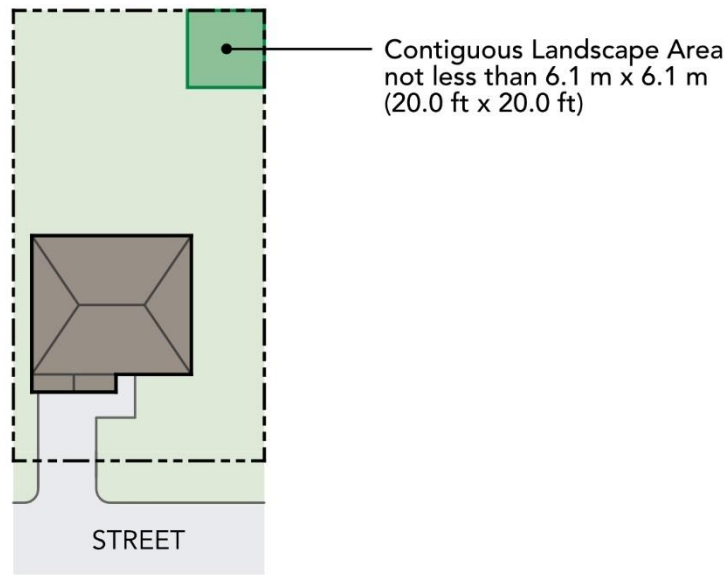
- (2) The maximum Building Coverage in the front 6.1 m (20 ft) of a Lot is 25%.

Diagram 7.1: Maximum Building Coverage and Width in the front 6.1 m



8 LANDSCAPING

- (2) A Lot must have:
- (a) A contiguous Landscape Area that has the minimum dimensions of 6.1 m x 6.1 m (20 ft x 20 ft); or
 - (b) Landscape Areas totalling a minimum of:
 - (i) 35% of Net Lot Area when Net Lot Area $\leq 464.5 \text{ m}^2$ (5,000 ft²); or
 - (ii) 45% of Net Lot Area when Net Lot Area $> 464.5 \text{ m}^2$ (5,000 ft²).

Diagram 8.1: Contiguous Landscape Area

9 BUILDING REGULATIONS

- (1) The maximum Building Wall Length is 19.8 m (65 ft).
- (2) The maximum Building Width for that portion of any building in the front 6.1 m (20 ft) of the Lot is 7.6 m (25 ft).
- (3) The maximum Building Depth is 19.8 m (65 ft).
- (4) The maximum height for a Deck, Balcony, Veranda, or other outdoor occupied space is 4.6 m (15 ft), measured vertically from its walking surface to the lowest point of finished grade directly beneath the structure.
- (5) A Waste and Recycling Storage Area must be provided to serve all Dwelling Units on a Lot with a minimum size of 2.3 m² (25 ft²).

10 OTHER REGULATIONS

- (1) Off-street parking must comply with Part 10 Off-Street Parking Space and Loading Space Regulations of this Bylaw.
- (2) Subdivision: The minimum Lot Area, Lot Width, and Lot Depth of Lots zoned R2 created by subdivision are established in the following table.

Table 10.1: Subdivision Minimum Requirements

Zone and Modifier, if applicable	Minimum Lot Area (m ²)	Minimum Lot Width (m)	Minimum Lot Depth (m)
R2	660 m ²	18 m	34 m

Zone and Modifier, if applicable	Minimum Lot Area (m ²)	Minimum Lot Width (m)	Minimum Lot Depth (m)
	(7,104 ft ²)	(59.1 ft)	(111.6 ft)
R2 (S1)	335 m ² (3,605 ft ²)	10 m (32.8 ft)	34 m (111.6 ft)
R2 (S2)	1,100 m ² (11,840 ft ²)	24 m (78.7 ft)	34 m (111.6 ft)
R2 (S3)	4,000 m ² (43,056 ft ²)	30 m (98.4 ft)	34 m (111.6 ft)

General Development Regulations for R1 and R2 Zones

Applicability of Part 4 General Regulations

Part 4, General Regulations is supplemented and amended as indicated for the purposes of the R1 and R2 Zones as follows:

- (1) In the event of any inconsistency or conflict between a provision in this section 525 and any provision in the balance of this Zoning Bylaw, the provision in this section 525 shall govern.
- (2) **Uses Specified on a Plan:** Refer to Section 401.
- (3) **Uses Permitted in All Zones:** For the purposes of the R1 and R2 zones, Section 402 is replaced as follows:
 - (a) The use of land buildings and structures for the following uses is generally permitted in all zones:
 - (i) Accessory uses;
 - (ii) Emergency Services of any density, height or siting;
 - (iii) Public Utility and Infrastructure;
 - (iv) Parks and Open Space and Conservation Uses;
 - (v) Residential Care for up to 12 people receiving care; and
 - (vi) Radio towers for emergency communications.
- (4) **Temporary Uses Permitted in All Zones**
 - (a) The temporary use of land, buildings, and structures for the follow uses is generally permitted in all zones:
 - (i) Voting or polling stations; and
 - (ii) On-location filming and associated filming sets.
- (5) **Temporary Buildings**
 - (a) Temporary buildings are permissible under permit for the following temporary and short-term purposes:
 - (i) Sales centres for development projects; and
 - (ii) Construction trailers.
- (6) **Uses Prohibited In All Zones:** Refer to Section 403A.
- (7) **Prohibition of Logging:** Refer to Section 403B.
- (8) **Use of Highways:** Refer to Section 404.
- (9) **Home Occupations:** Refer to Section 405.
- (10) **Bed and Breakfast Businesses:** Refer to Section 405A.

- (11) **Cannabis Retail Store:** Refer to Section 405B (*and is not applicable to R1 and R2 zoned land*).
- (12) **Short-Term Rental Accommodation:** Refer to Section 405C.
- (13) **Conflicting Use or Siting:** Refer to Section 406.
- (14) **Height Exceptions:** Refer to Section 407.
- (15) **General Siting Regulations:** Refer to Section 408.
- (16) **Permitted Projections into Setbacks**
- (a) In conjunction with Section (14) Exemptions from all Setbacks, this section replaces Section 409 Siting Exceptions.
- (b) The elements listed below may project into a required setback to the extent specified in this section, provided they do not obstruct or interfere with any easement, statutory right-of-way, or public utility corridor:

Table 16.1: Permitted Projections into Required Setbacks

Element	Maximum Permitted Projections	Setback Location
Light wells (constructed prior to December 31, 2026)	0.9 m (3 ft)	All Setbacks
Chimneys (constructed prior to December 31, 2026)	0.6 m (2 ft)	All Setbacks
Bay windows (constructed prior to December 31, 2026)	0.6 m (2 ft)	All Setbacks
Unenclosed Verandas connected to the principal access to the Dwelling Unit (this does not include decks)	0.9 m (3 ft)	Front and Rear Setback
Unenclosed steps, accessibility ramps, and landings less than 1.00 m (3.3 ft) above finished grade	0.9 m (3 ft)	Front and Rear setbacks
Minor architectural features including: • Eaves • Window and door sills • Sunshades • Cornices, pilasters, moldings and similar decorative trim	0.6 m (2 ft)	All Setbacks
Rainwater hardware including gutters and downspouts	0.6 m (2 ft)	All Setbacks

Element	Maximum Permitted Projections	Setback Location
Utility meters including water meters, and gas meters	0.6 m (2 ft)	All Setbacks
At grade decks (less than 1.0 m above finished grade)	Unlimited	Front and Rear Setback
Elevated open decks	1.2 m (4 ft)	Front and Rear Setback
Balconies	0.9 m (3 ft)	Front and Rear Setback
Roof Decks	Projections into setbacks not permitted	All setbacks
Roof projections and overhangs.	0.9 m (3 ft)	All Setbacks
Solar collectors mounted on the wall of a building	0.3 m (1 ft)	Side Setbacks
Deck guards, and balustrades	0.3 m (1 ft)	All Setbacks

(17) Exemptions from All Setbacks

- (a) The following elements are exempt from setback requirements, provided they do not obstruct or interfere with any easement, statutory right-of-way, or public utility corridor:

Table 17.1: Elements Exempt from Setback Requirements

Element	Maximum Permitted Projections	Setback Location
Utility poles, wires and guy wires	Permitted	All setbacks
Warning devices and emergency lights	Permitted	All setbacks
Flagpoles	Must retain a 0.9 m (3 ft) setback	Front and Rear
Signs constructed in accordance with the District's Sign Bylaw	Permitted	All setbacks
Children's play equipment	Permitted	All setbacks
Retaining walls	Permitted, but must not conflict with public utilities and rights-of-way	All setbacks

(18) Gross Floor Area (GFA) Inclusions and Exemptions

- (a) This section replaces Section 410 Floor Space Ratio Exemptions.
- (b) When calculating Gross Floor Area (GFA), the following elements must be included or exempted:

Table 18.1: Gross Floor Area Inclusions and Exemptions

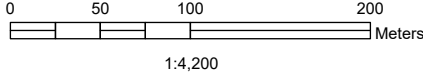
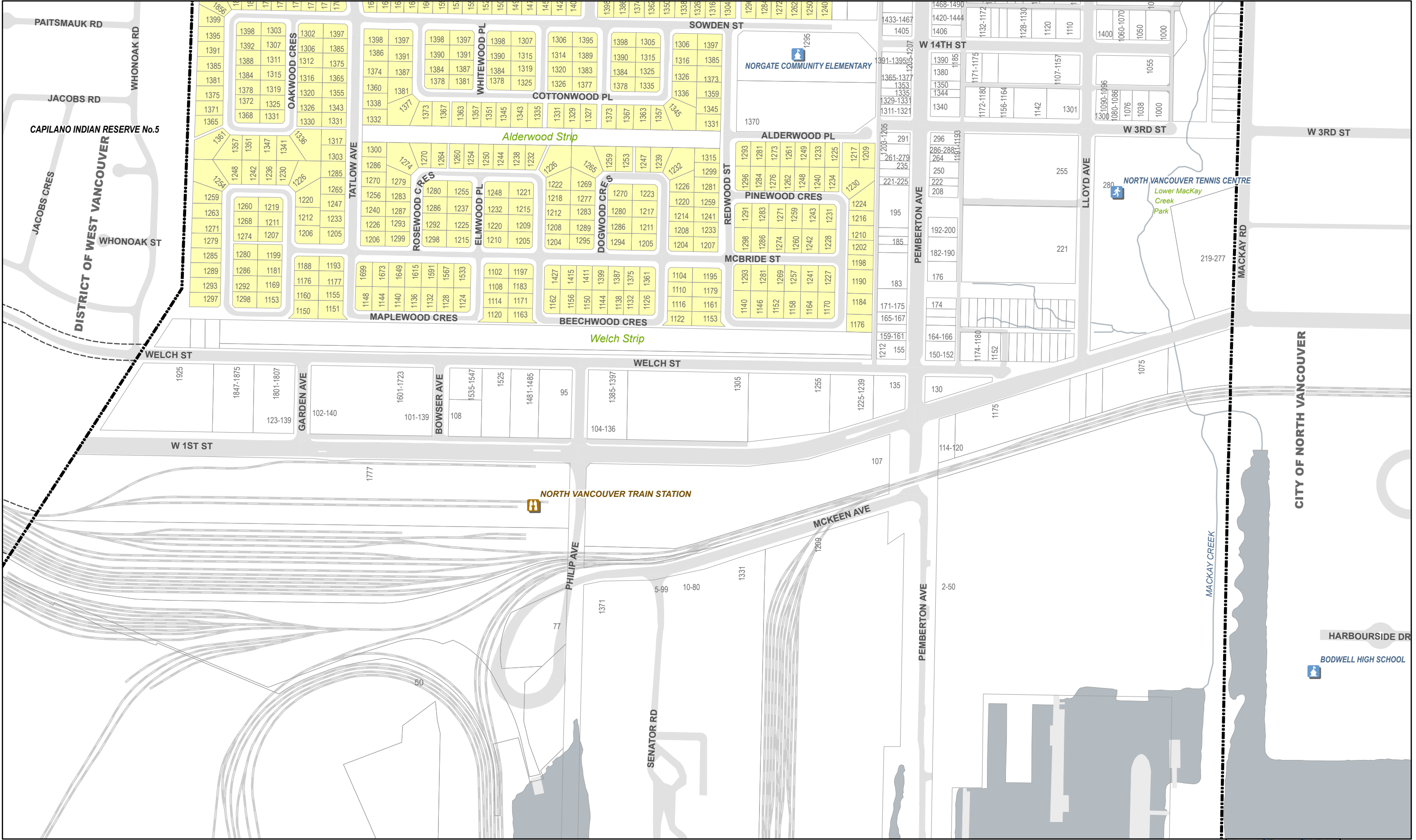
Feature, Building or Structure	Include in Gross Floor Area Calculations	Exempt from Gross Floor Area Calculations
Uncovered decks supported by posts or walls equal to or less than 2.0 m (6.6 ft) in height and up to 10% of the permitted GFA		✓
Uncovered decks supported by posts or walls greater than 2.0 m (6.6 ft) in height	✓	
Accessory Buildings and Structures (<i>sheds</i>) up to a combined total of 25.0 m ² (269 ft ²) on the Lot		✓
Unfinished attics, with no access stair well, windows, flooring, or wall finishes		✓
Finished Attic Space	✓	
Crawl Space with a maximum vertical height of 1.5m (5 ft) measured from the ground or concrete slab to the underside of the floor joists		✓
Crawl Spaces or portions of Crawl Spaces where the height is greater than 1.5 m (5. ft) measured from the ground or concrete slab to the underside of the floor joists	✓	
Space under roof overhangs where the roof overhang exceeds 1.2 m (4 ft)	✓	
One (1) or two (2) Carports to a combined total of 37.2 m ² (400 ft ²)		✓
Open air structures such as pergolas or trellises where the overhead framing allows for the free passage of light and rain		✓
Unenclosed Balconies		✓

Feature, Building or Structure	Include in Gross Floor Area Calculations	Exempt from Gross Floor Area Calculations
Unenclosed porches, and verandas connected to the principal access to the Dwelling Unit		✓
Open spaces below elevated Buildings and structures		✓
For residential Buildings in the R1 and R2 zones constructed under permit submitted prior to July 1, 2018, exterior wall thickness in excess of 100 mm (3.9 in), provided that the wall thickness is utilized for the provision of insulating materials and/or protection against wind, water and vapour.		✓
Floor area of any space within a Building that has a ceiling height greater than 4.6 m (15 ft), measured from the top of the finished floor to the underside of the ceiling joists.	Counted as twice its actual floor area, excluding stairwells and elevator shafts.	
Waste and Recycling Storage Area that is not part of a Dwelling Unit or Garage and is up to 9.3m ² (100 ft ²)		✓
Up to 8.0 m ² (86 ft ²) of Floor Area of a wheelchair accessible Dwelling Unit (<i>Enhanced Unit and CSA B652</i>)		✓

- (19) **Commercial Vehicles, Recreation Vehicles and Private Pleasure Boats:** Refer to Section 411.
- (20) **Lots Shown on Plans:** Refer to Section 412.
- (21) **Outdoor Customer Services Areas:** Refer to Section 413.
- (22) **Good Neighbour Requirements:** Refer to Section 414.
- (23) **Split-Zoned Parcels:** Refer to Section 415.
- (24) **Solar Collector Regulations** Refer to Section 4C02.

Schedule B to Bylaw 8799

**Map package illustrating the application of R1 and R2 zones across the District of
North Vancouver**



R1 & R2 ZONING MAP SET

R1  R2  245  Subdivision Modifier 

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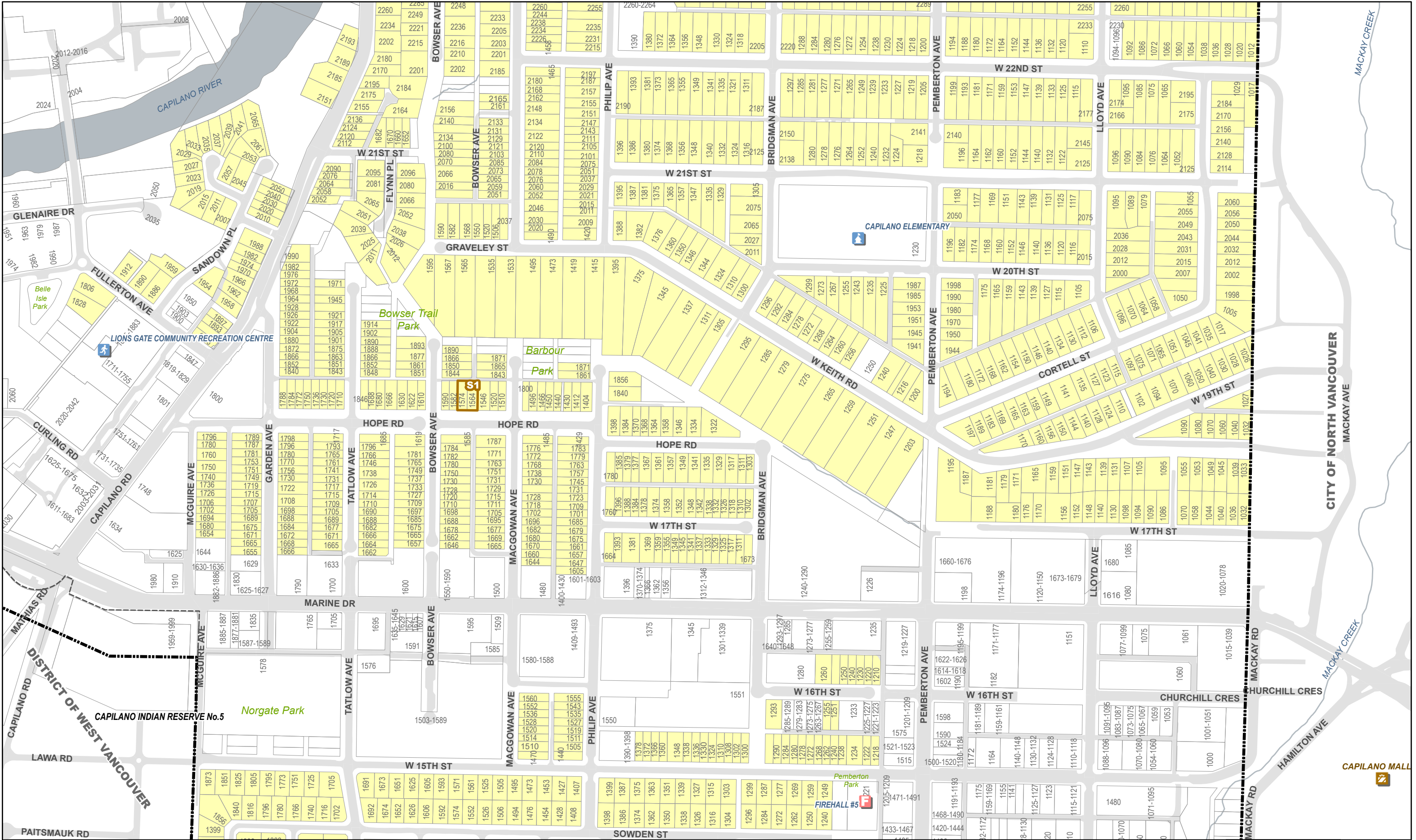
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MAP
2B05

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R1 & R2 ZONING MAP SET

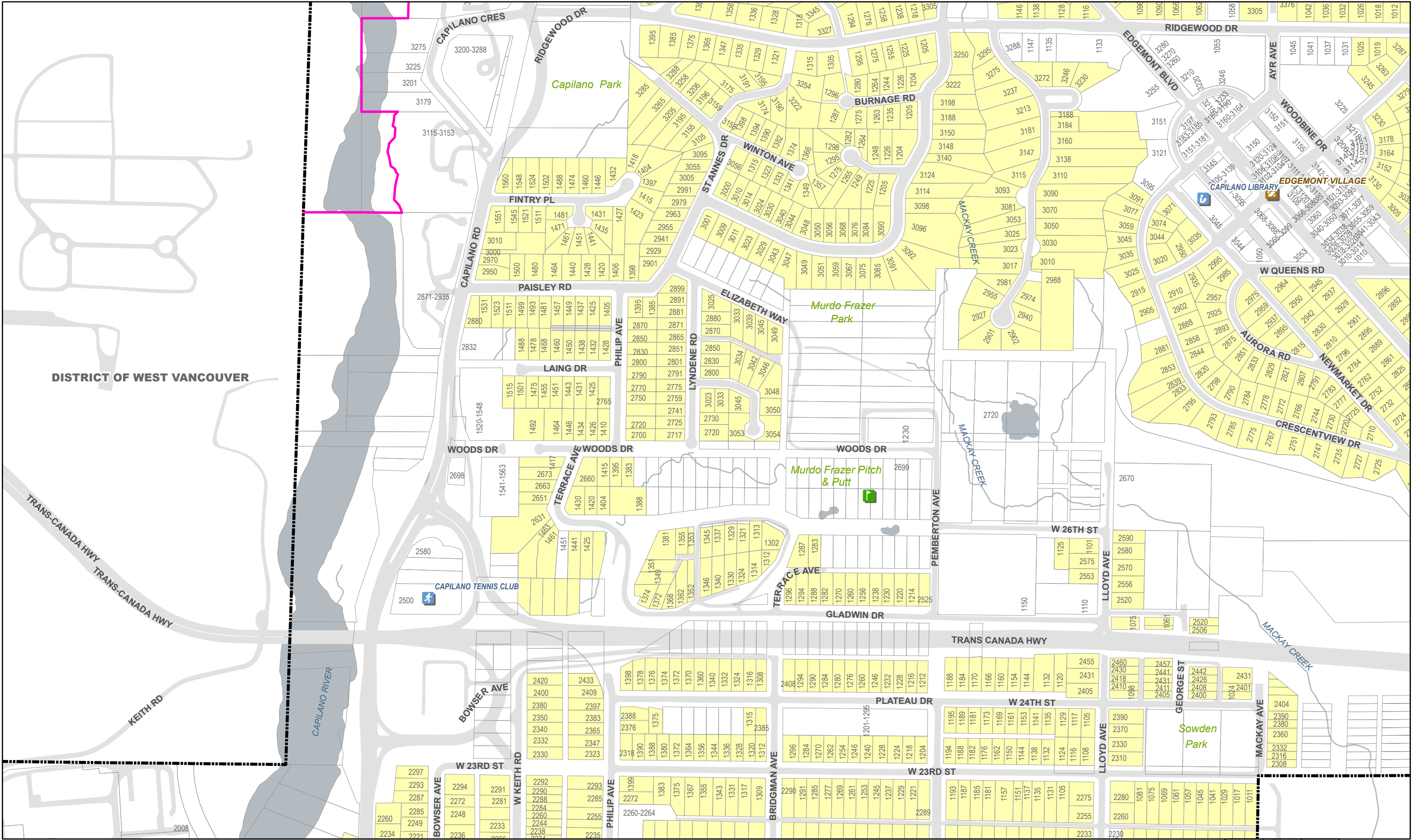
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R1 & R2 ZONING MAP SET

R1 R2 247 Subdivision Modifier

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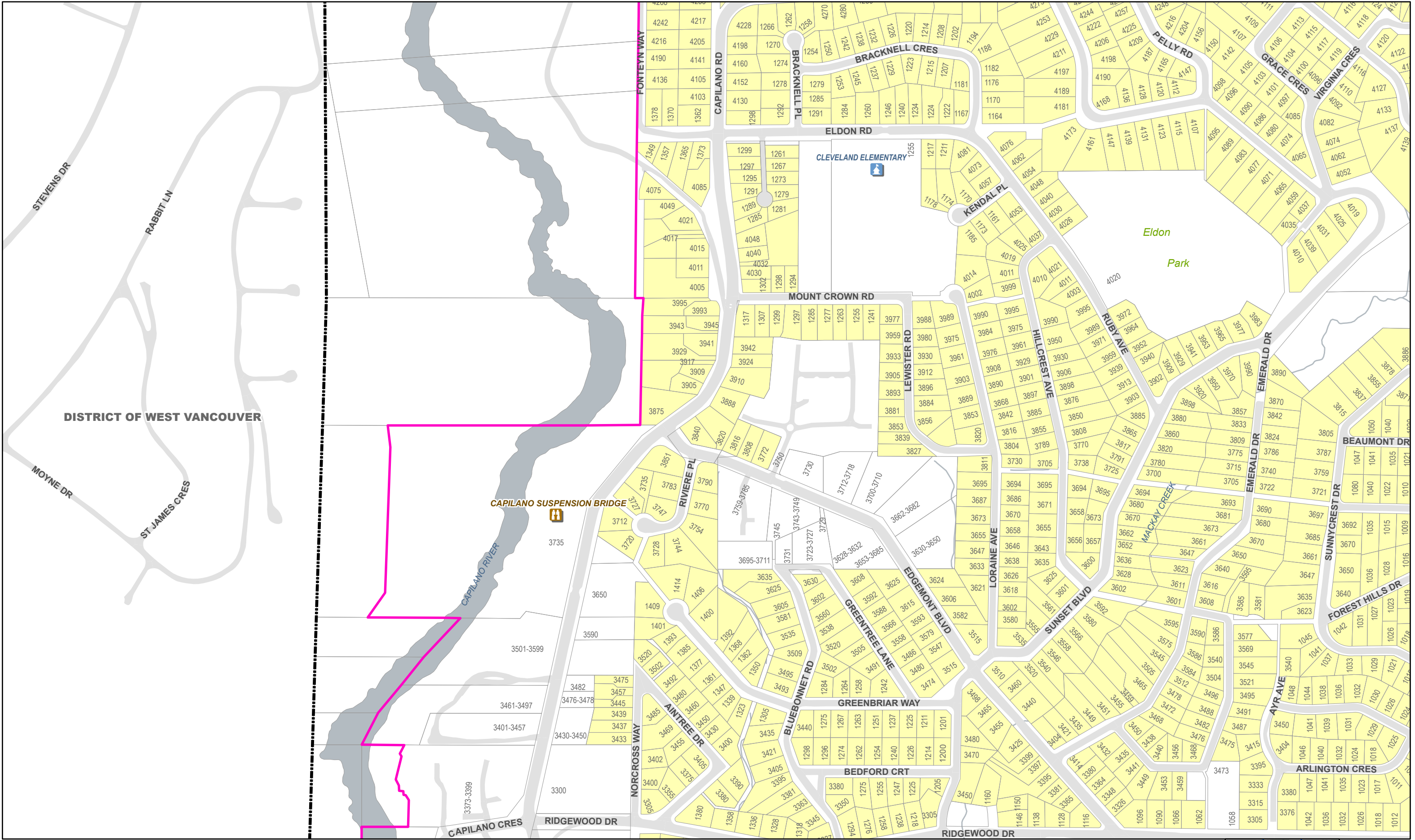
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R1 & R2 ZONING MAP SET

R1 R2 248 Subdivision Modifier

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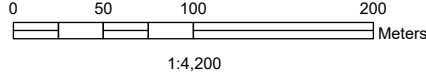
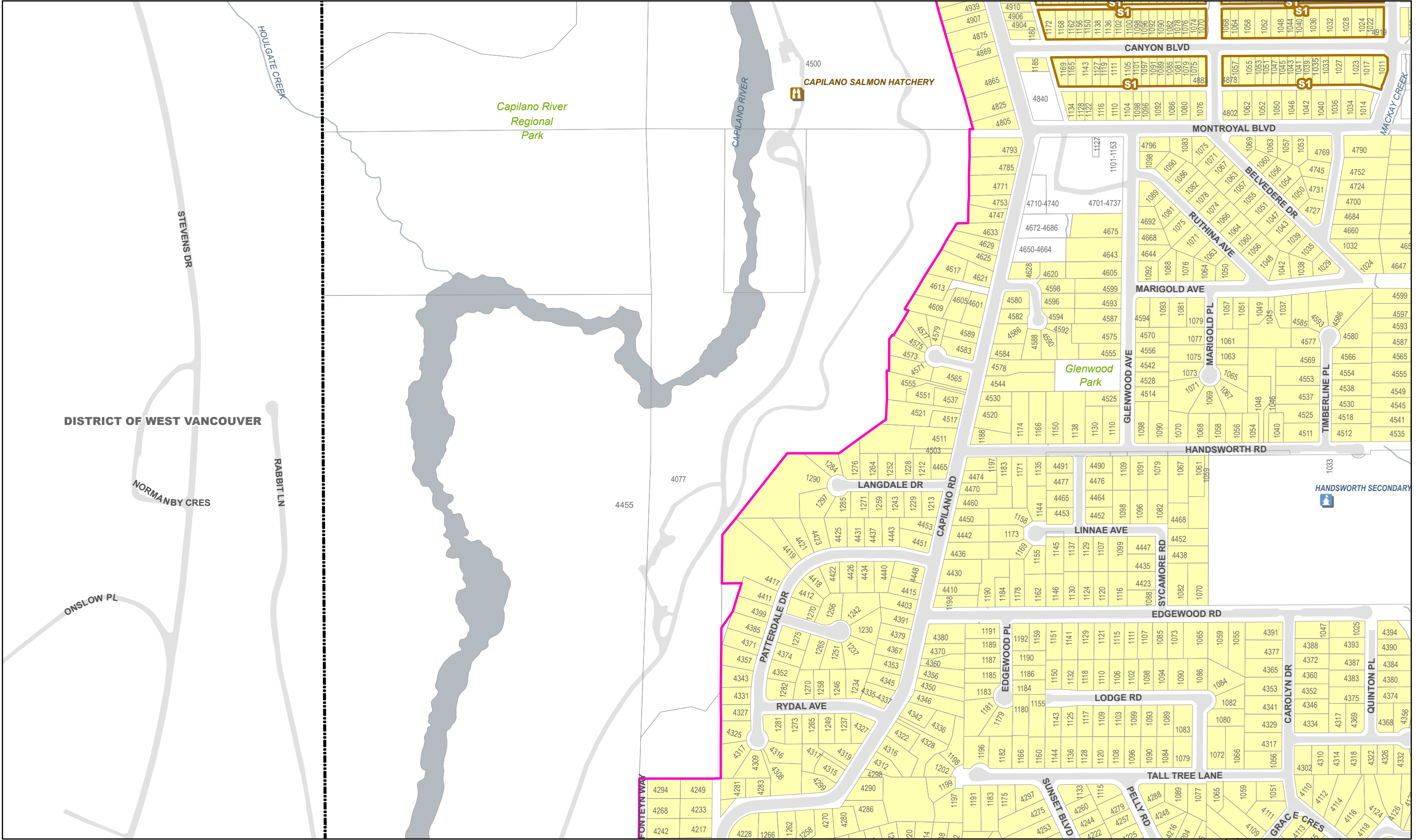
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MAP
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R1 & R2 ZONING MAP SET

R1 R2 249 Subdivision Modifier

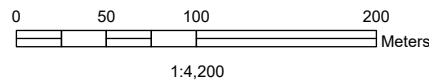
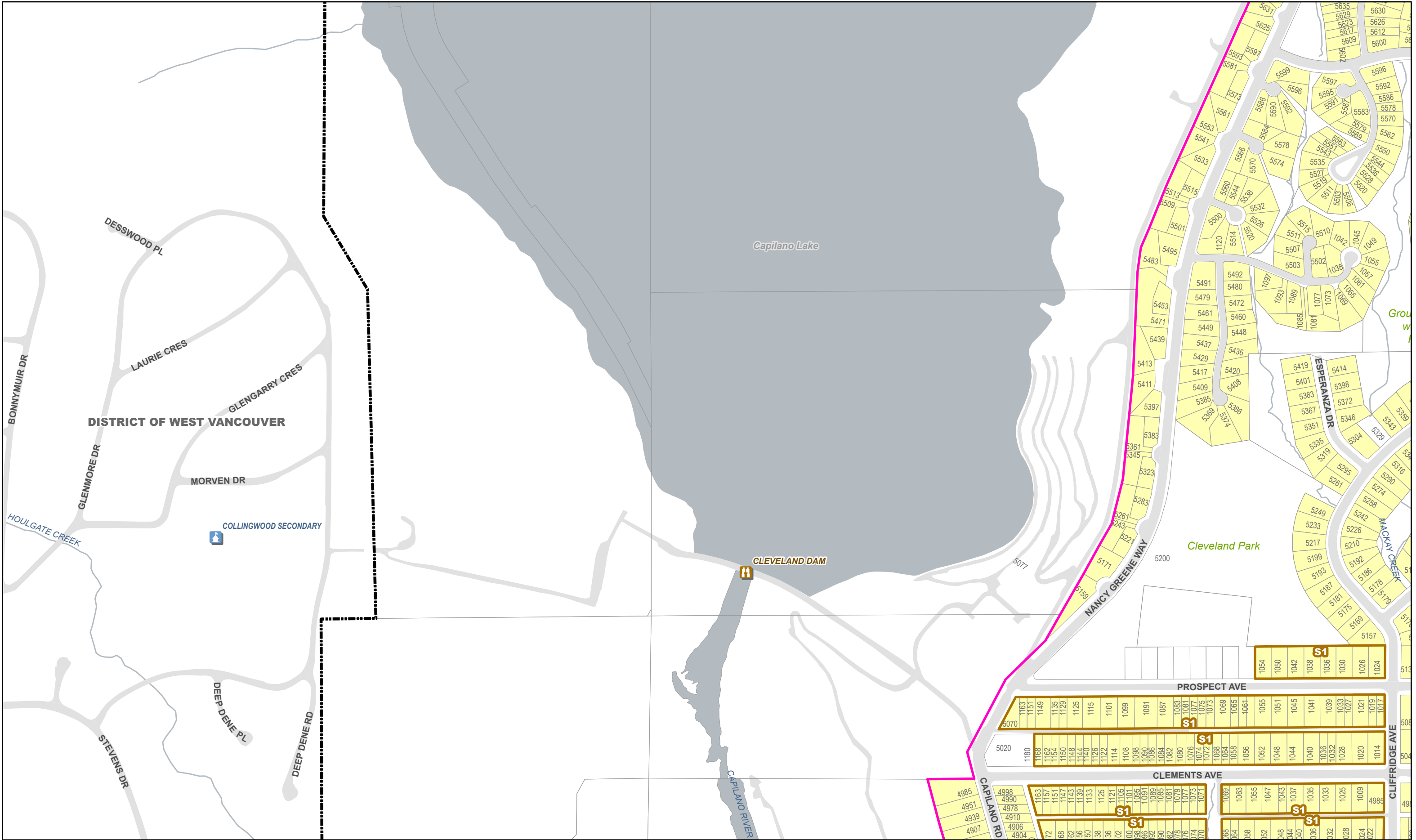
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R1 & R2 ZONING MAP SET

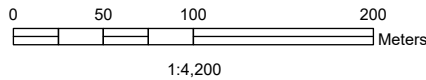
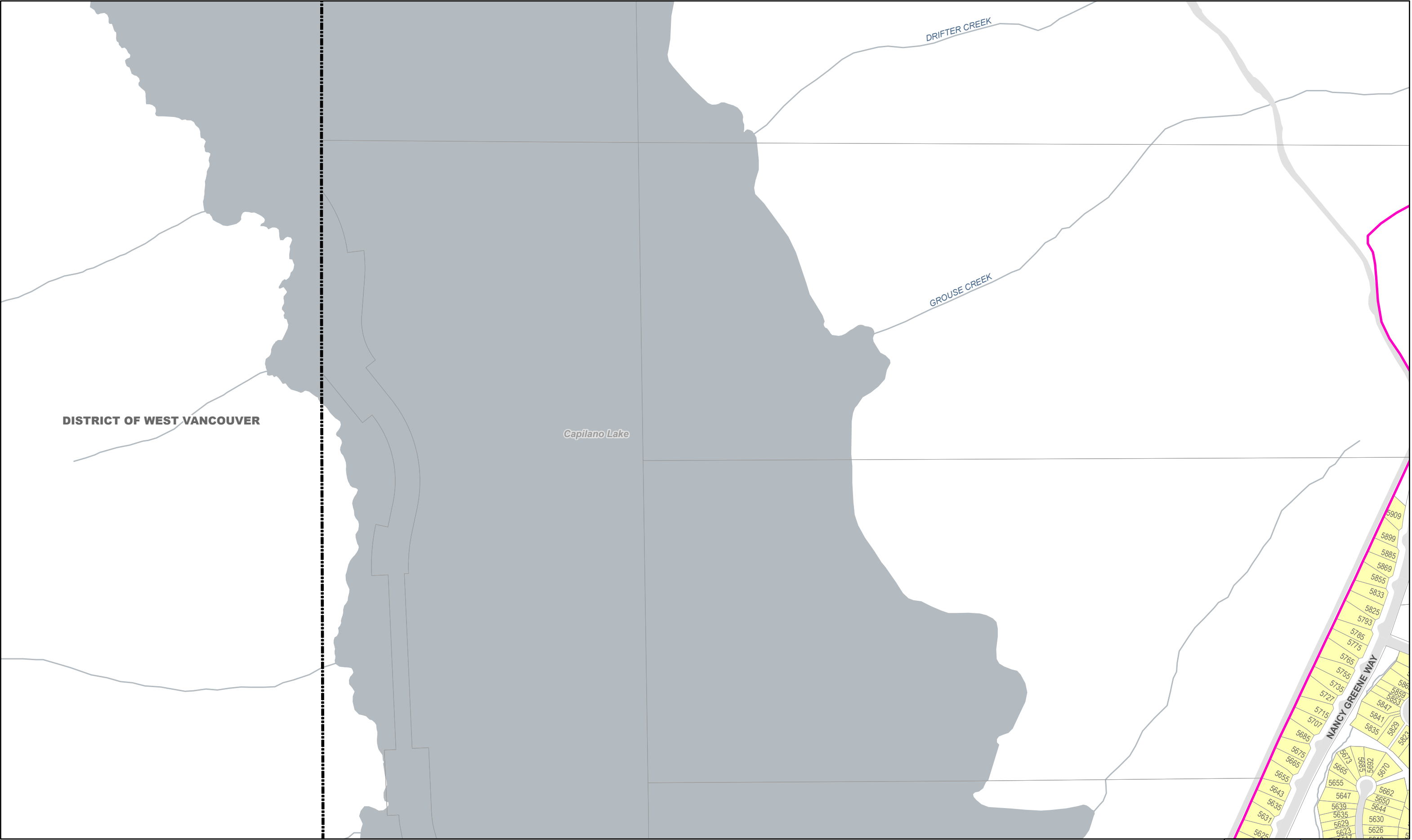
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R1 & R2 ZONING MAP SET

R1  R2  251 Subdivision Modifier 

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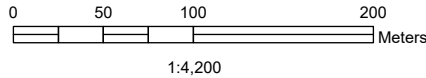
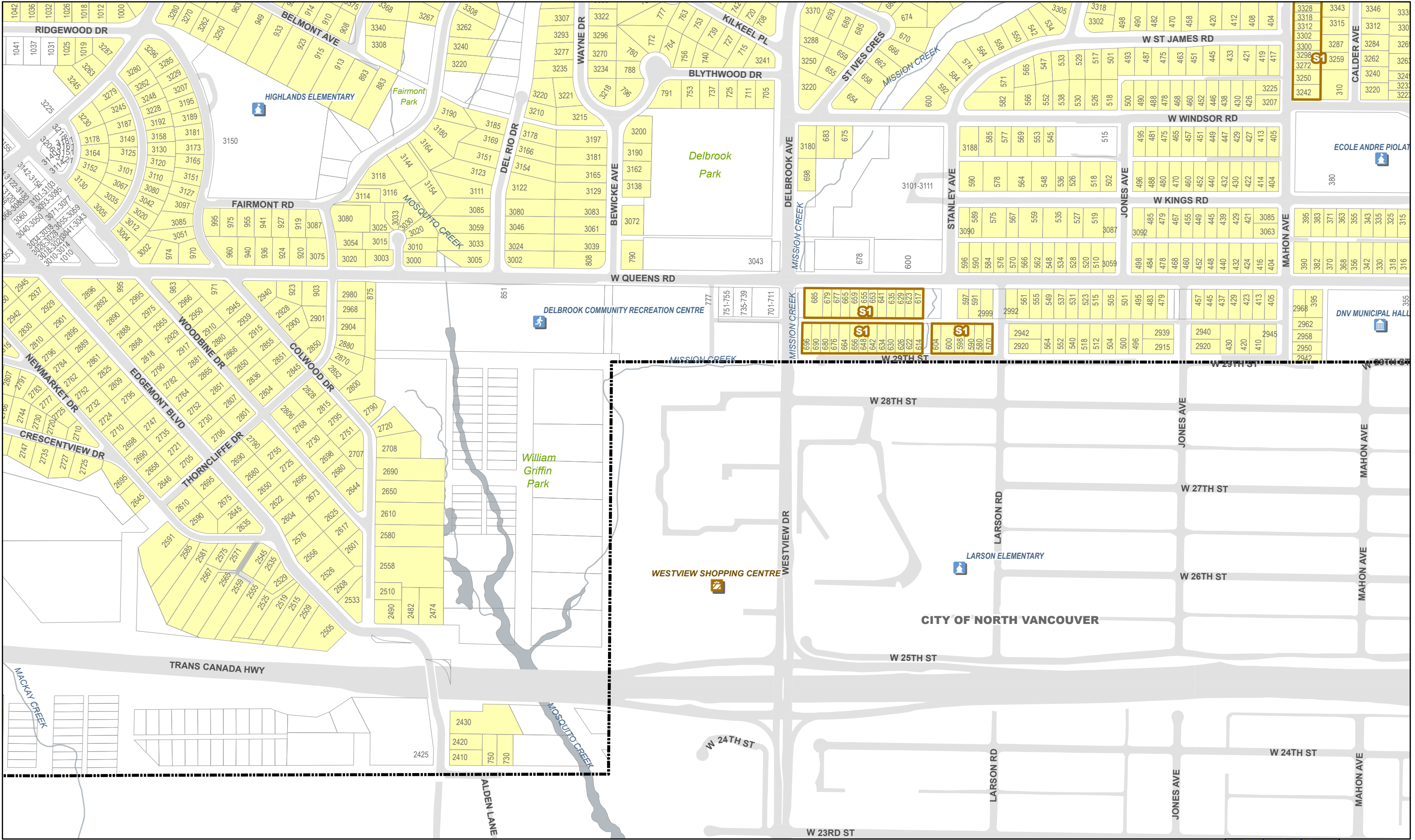
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	2B17	2D17
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2B17

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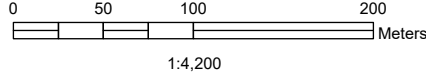
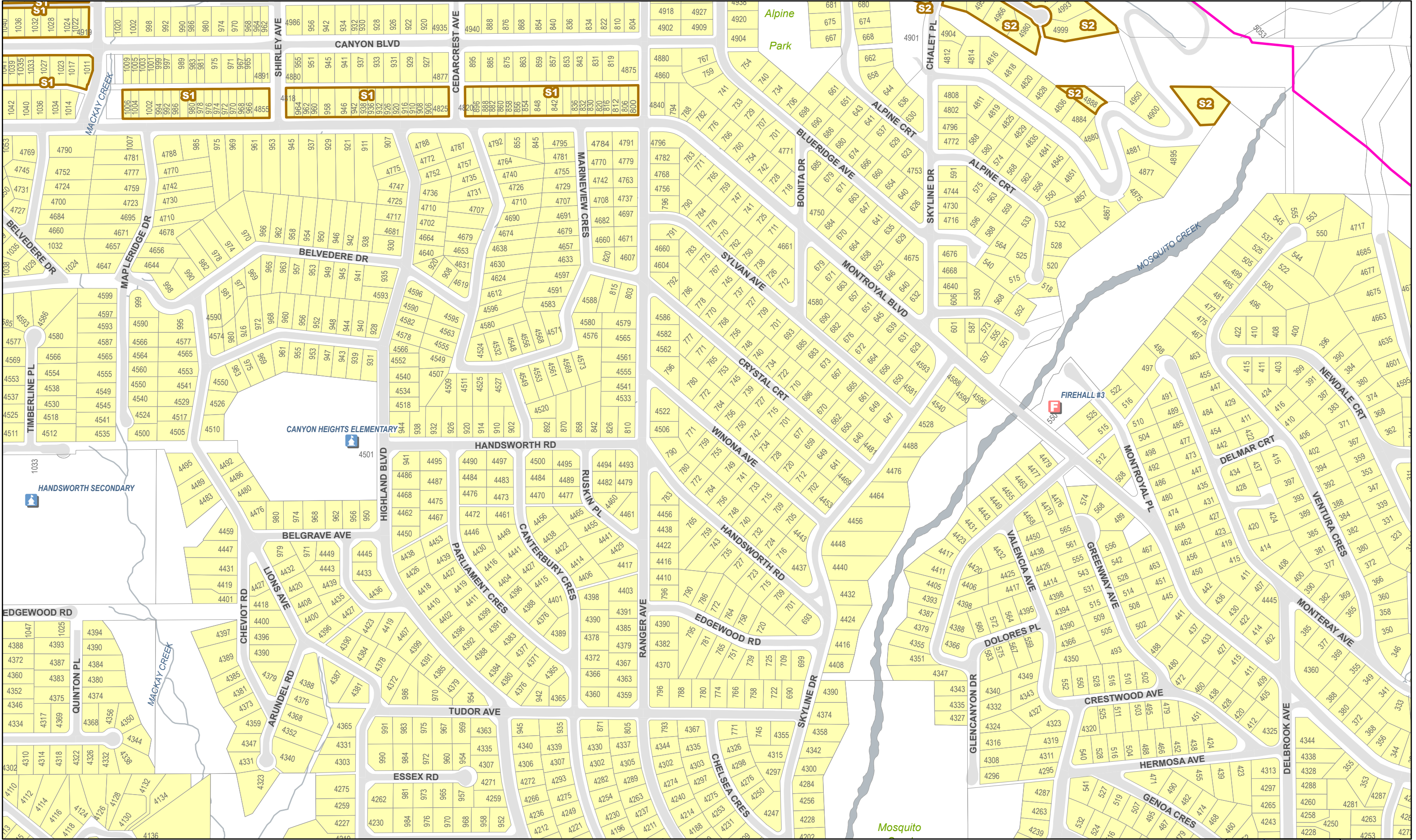
MAP
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R1 R2 253 Subdivision Modifier

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2B09	2D09	2F09



R1 & R2 ZONING MAP SET

R1 R2 254 Subdivision Modifier

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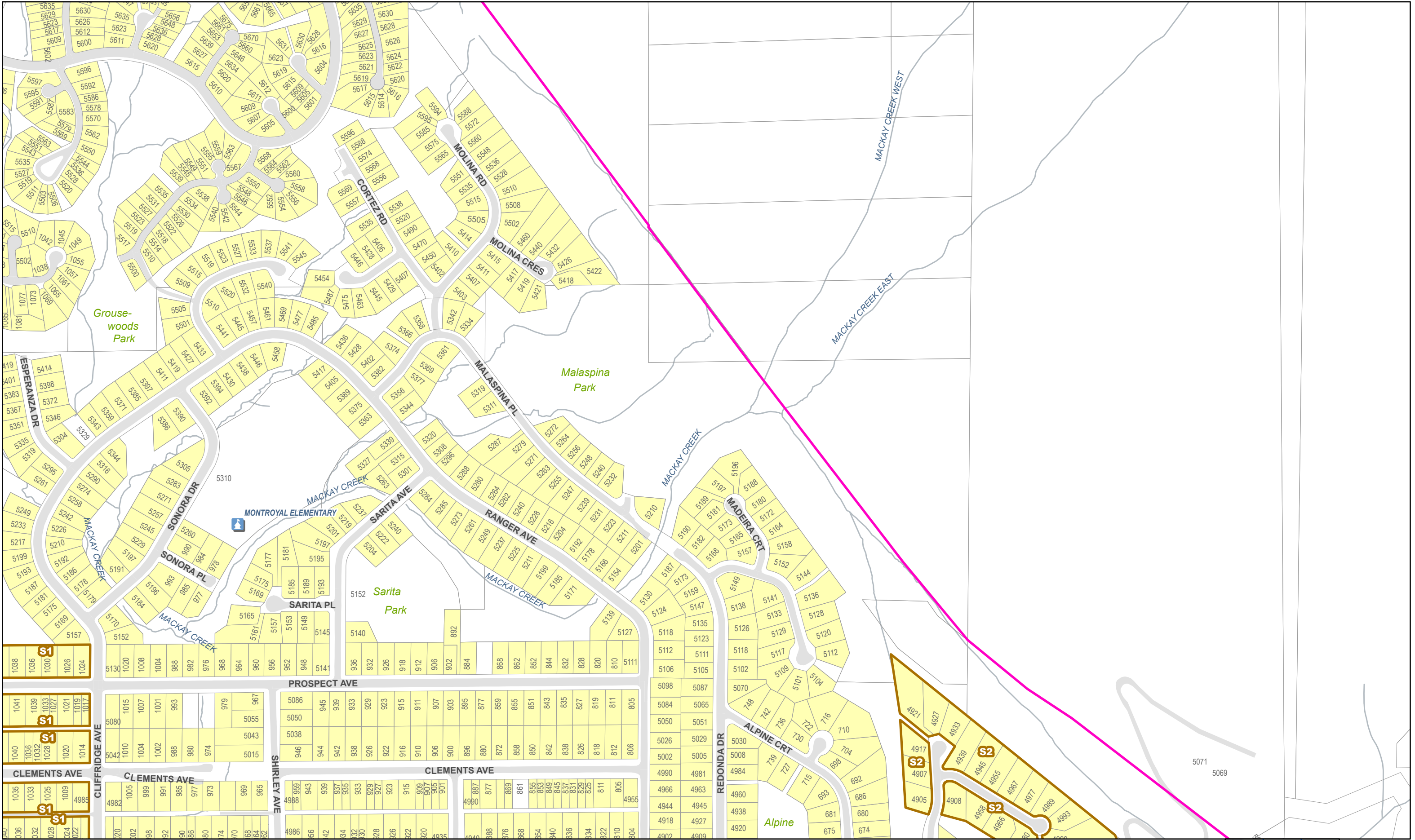
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MAP
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R1 & R2 ZONING MAP SET

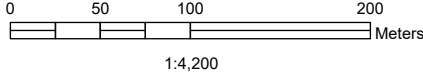
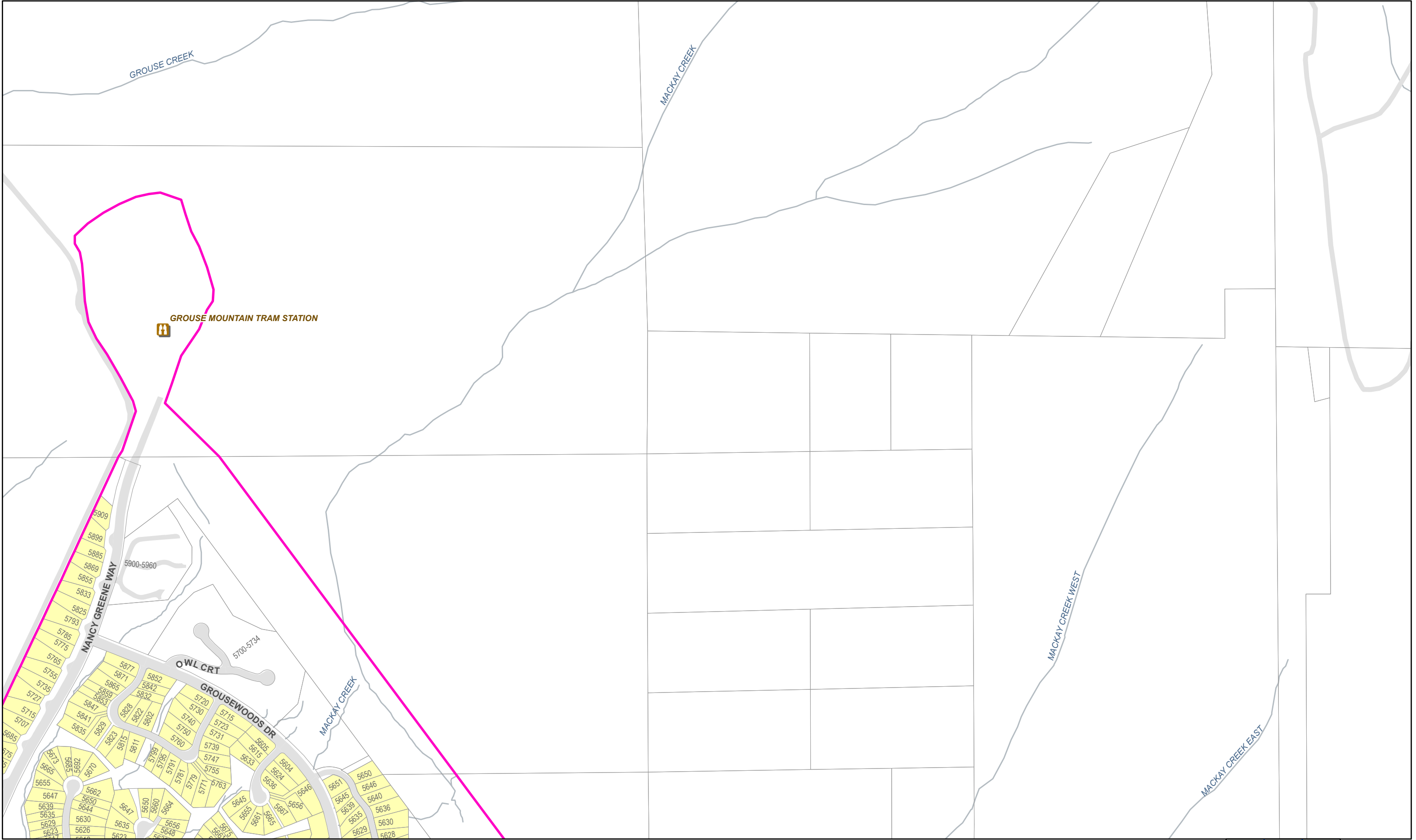
R1  R2  255  Subdivision Modifier 

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2B17	2D17	2F17
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MAP
2D15

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R1 & R2 ZONING MAP SET

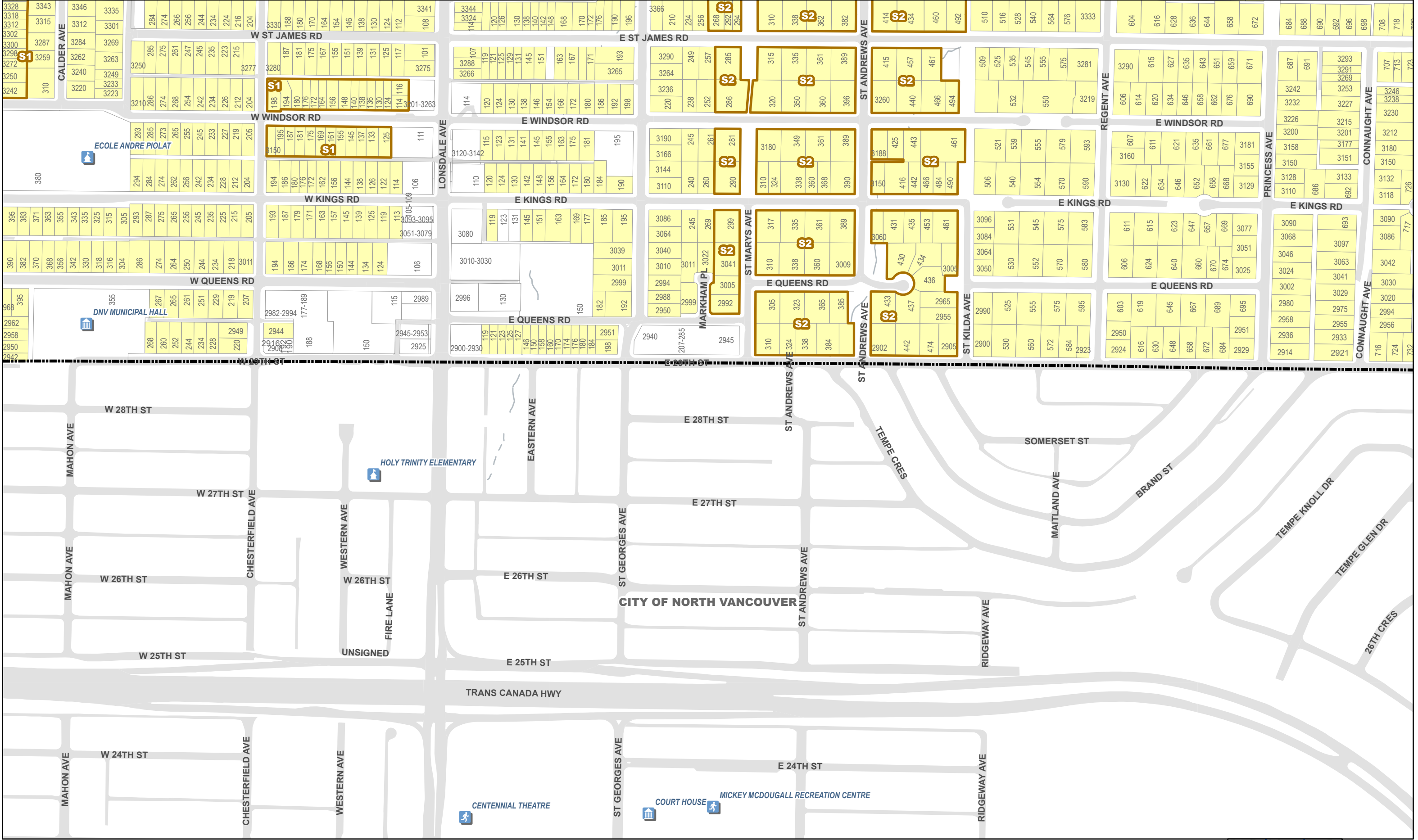
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R1 & R2 ZONING MAP SET

R1 R2 257 Subdivision Modifier

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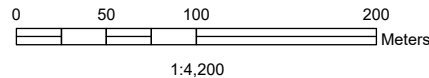
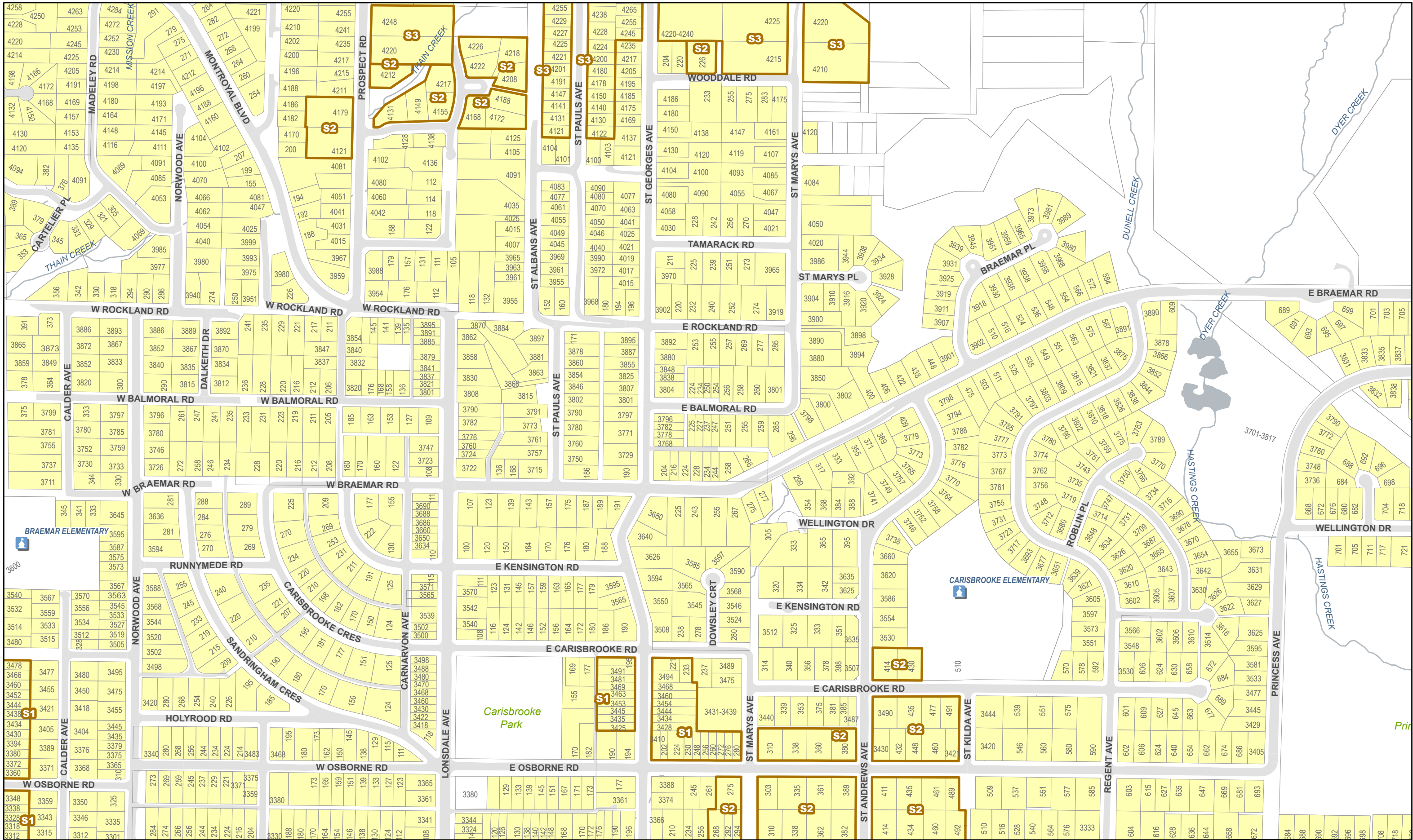
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2D11	2F11	2H11
2D09	2F09	2H09
2D07	2F07	2H07

MAP
2F09

Published: May 19, 2026



R1 & R2 ZONING MAP SET

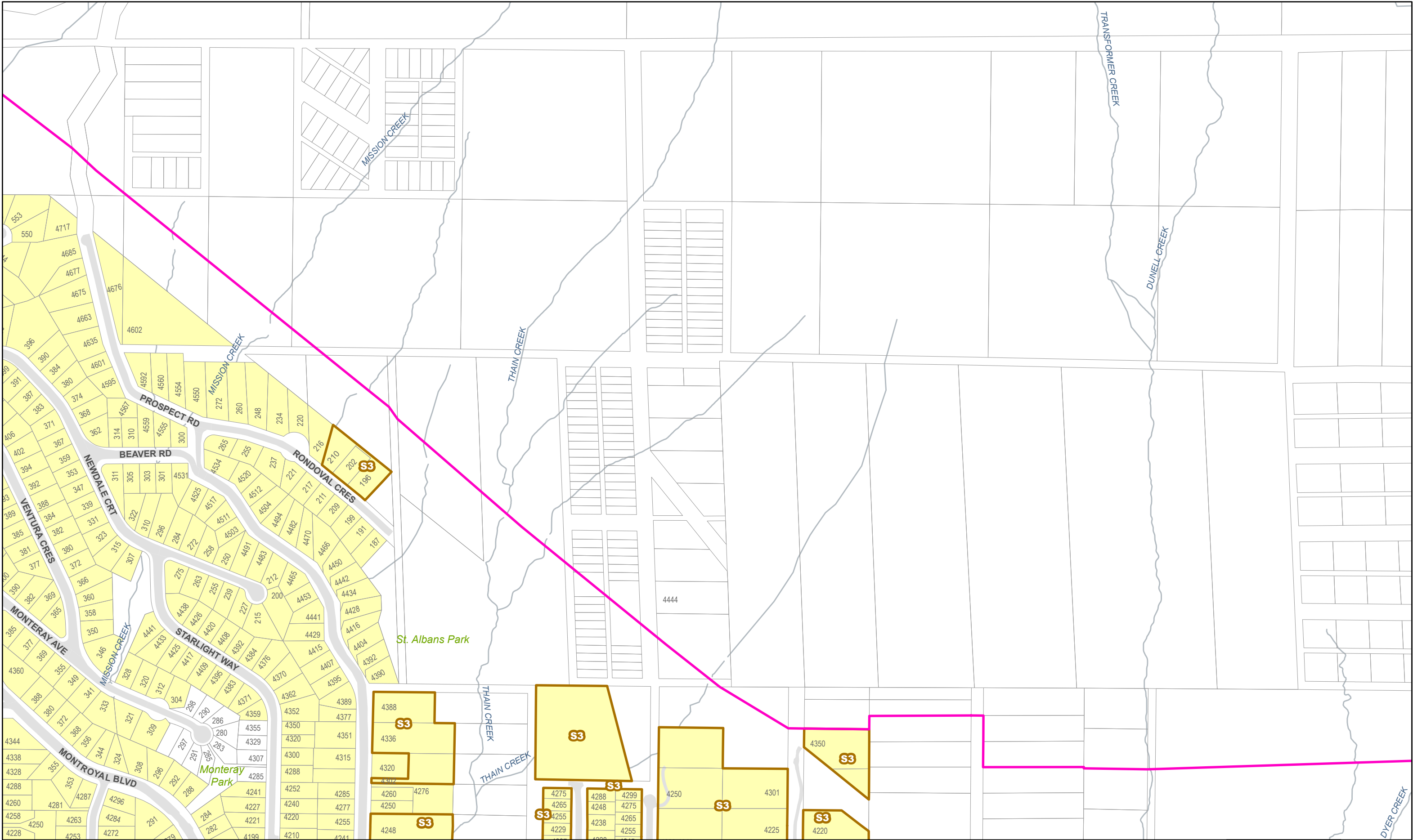
R1 R2 258 Subdivision Modifier

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2D13	2F13	2H13
2D11	2F11	2H11
2D09	2F09	2H09

MAP
2F11

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  259  Subdivision Modifier 

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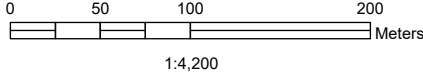
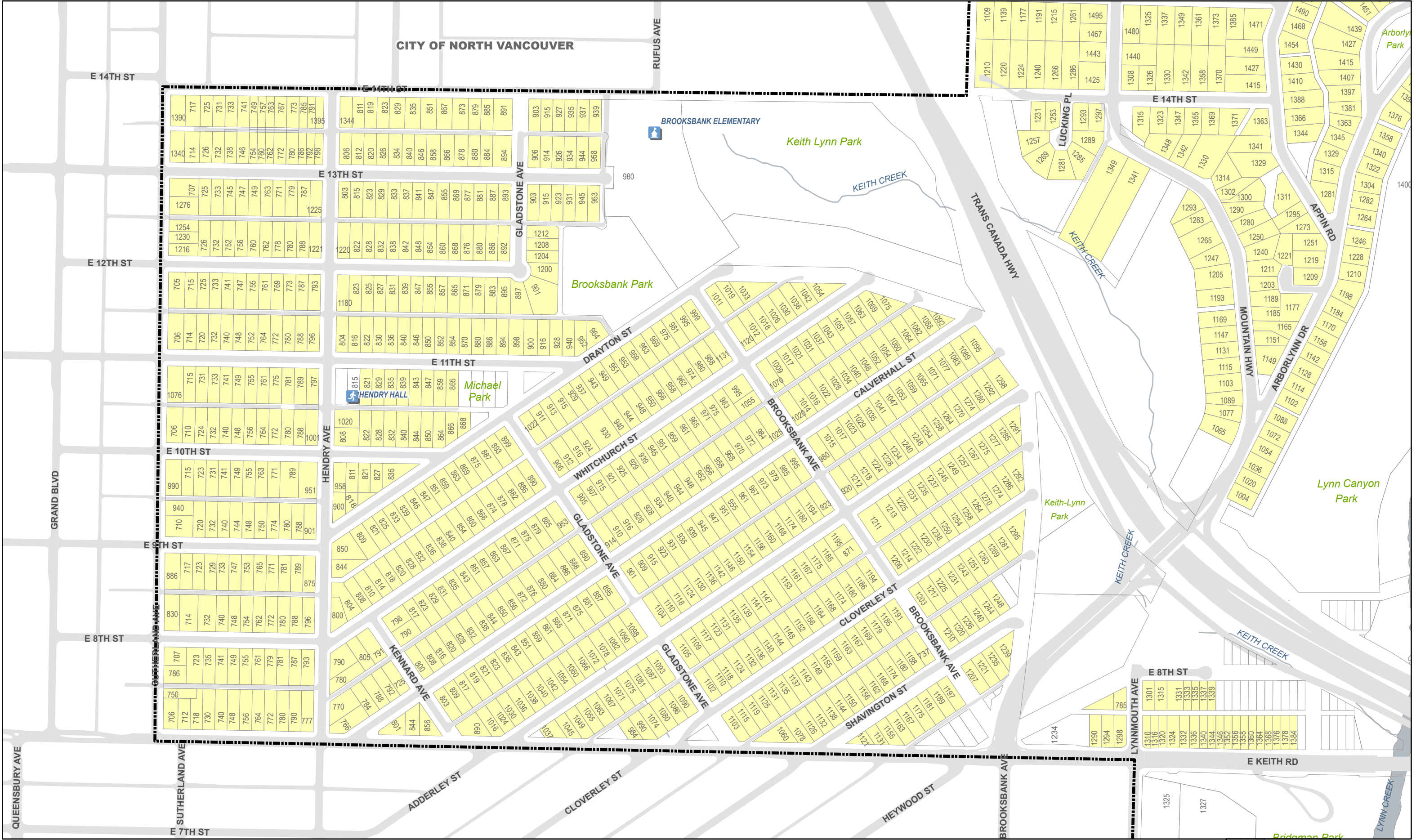
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2D15	2F15	2H15
2D13	2F13	2H13
2D11	2F11	2H11

MAP
2F13

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 260 Subdivision Modifier

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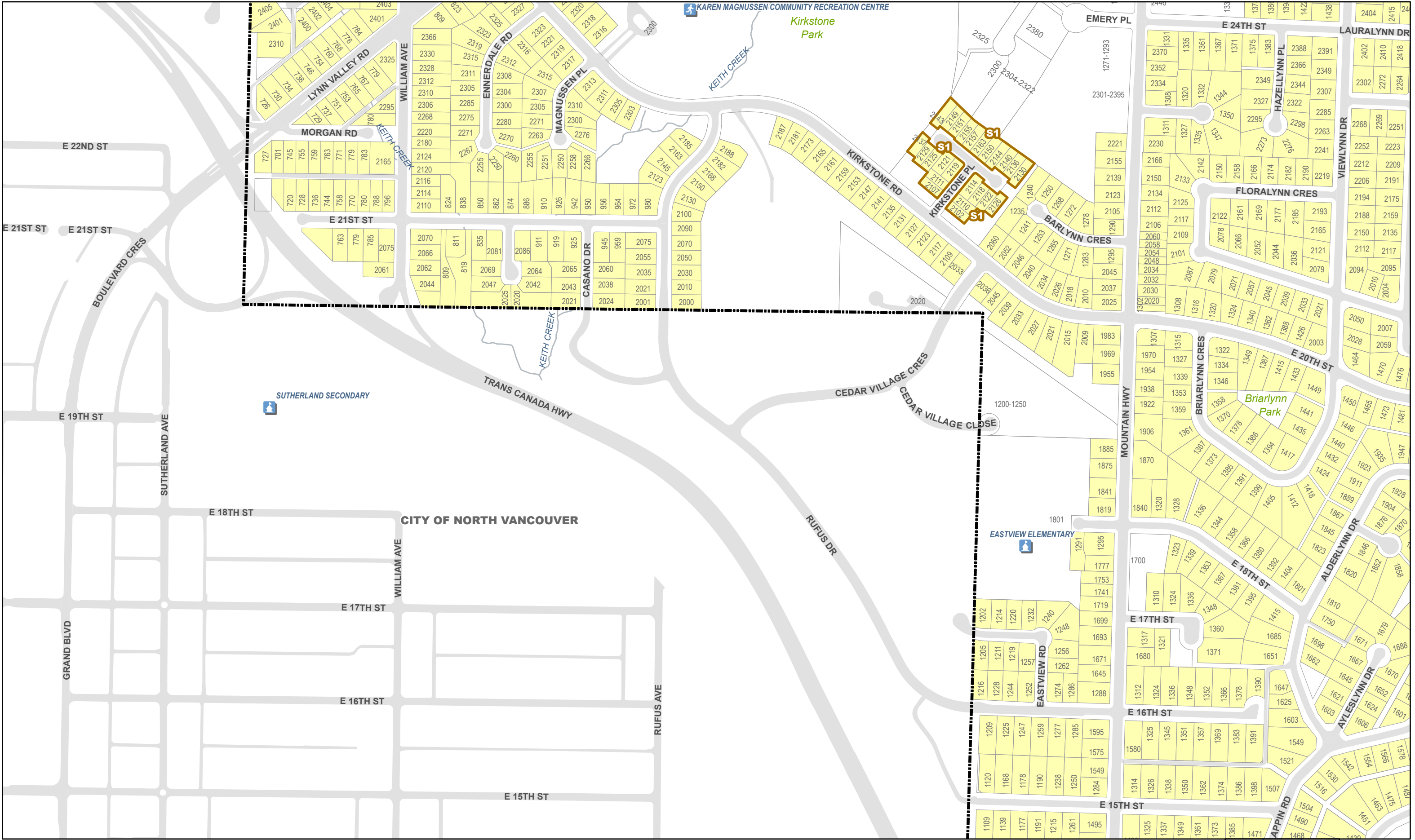
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2F07	2H07	2J07
2F05	2H05	2J05
2F03	2H03	2J03

MAP
2H05

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 261 Subdivision Modifier

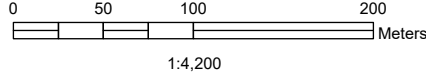
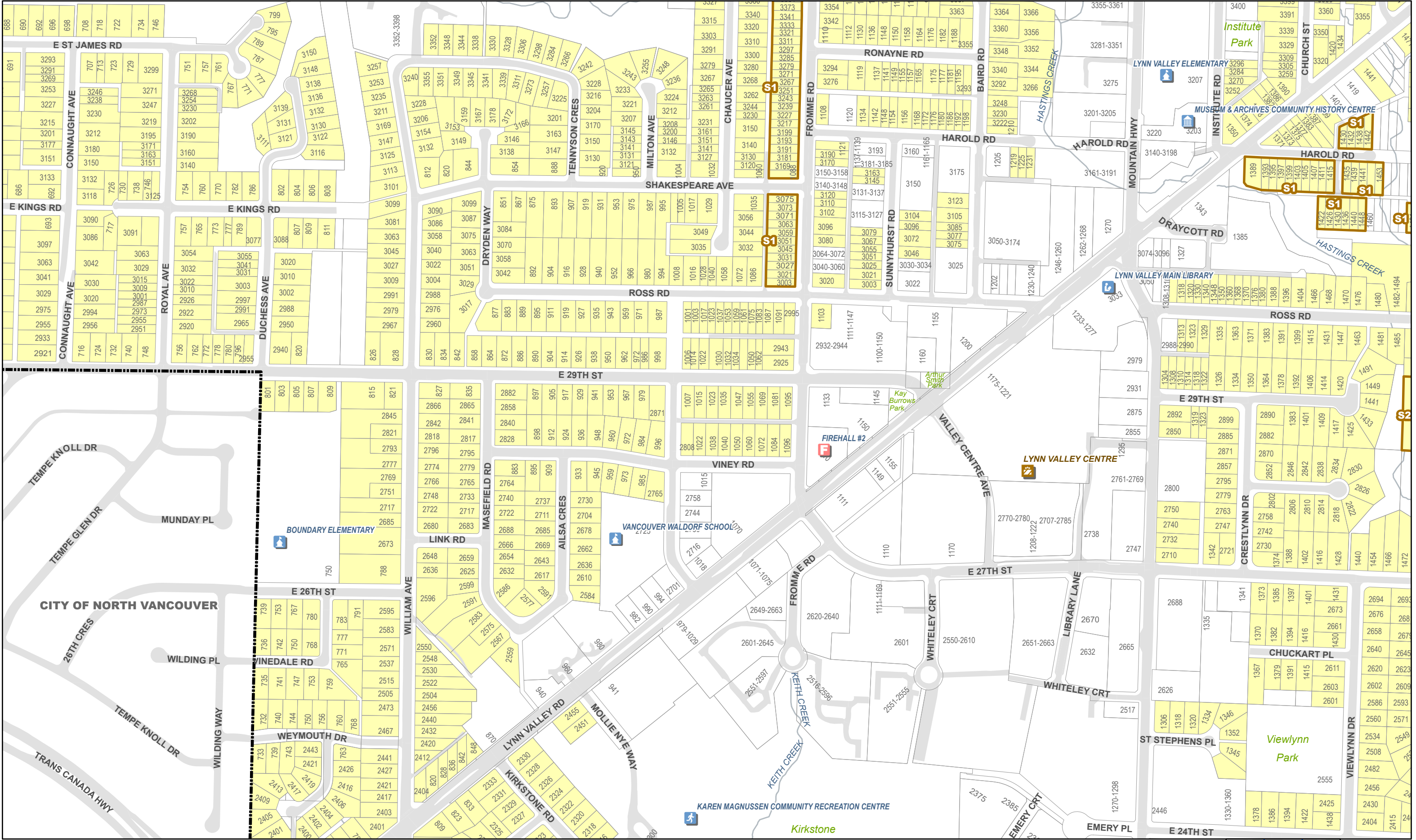
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2F09	2H09	2J09
2F07	2H07	2J07
2F05	2H05	2J05

MAP
2H07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 262 Subdivision Modifier

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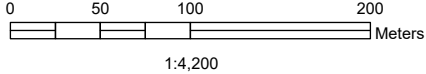
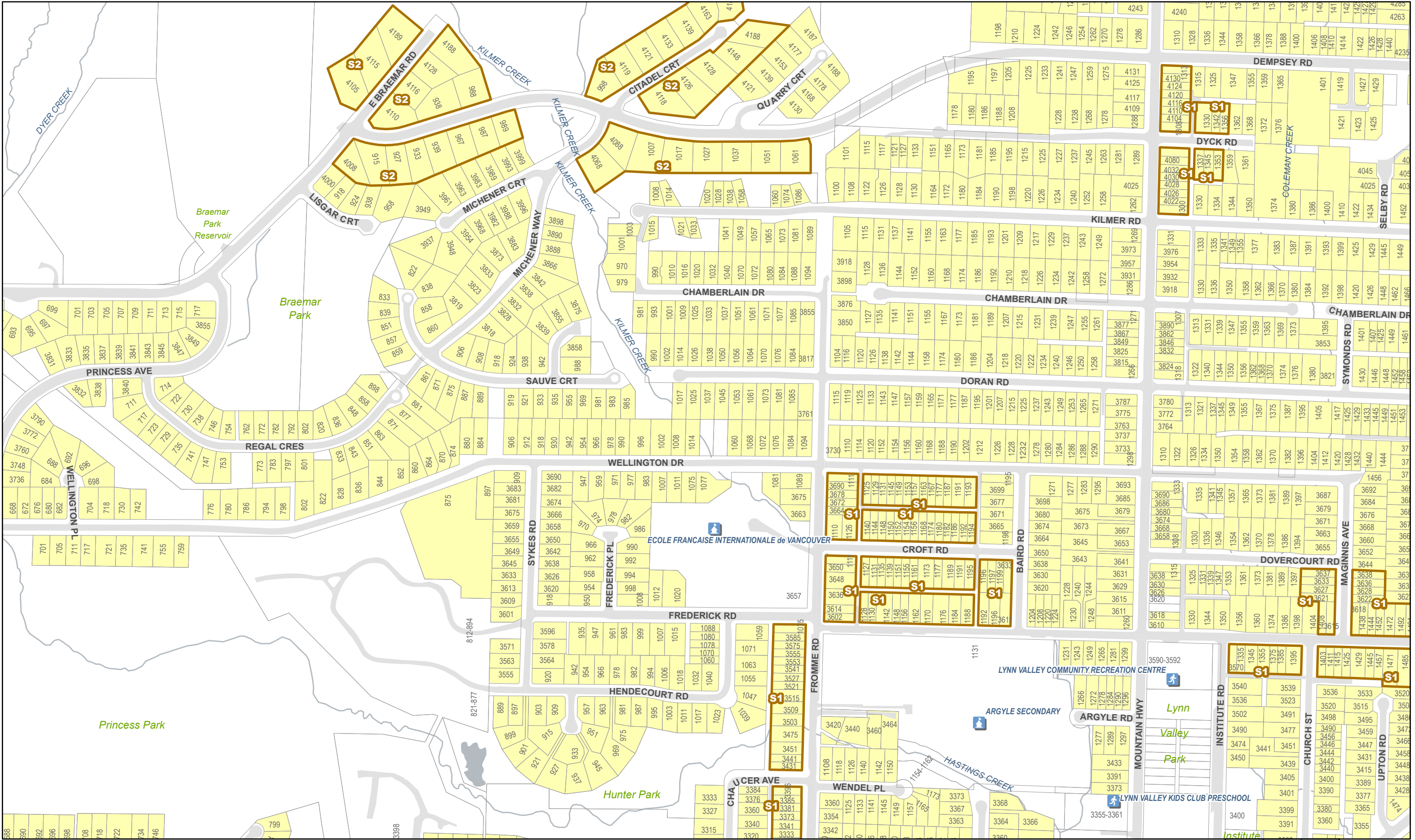
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2F11	2H11	2J11
2F09	2H09	2J09
2F07	2H07	2J07

MAP
2H09

Published: May 25, 2026



R1 & R2 ZONING MAP SET

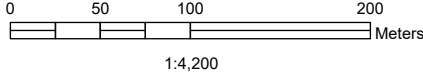
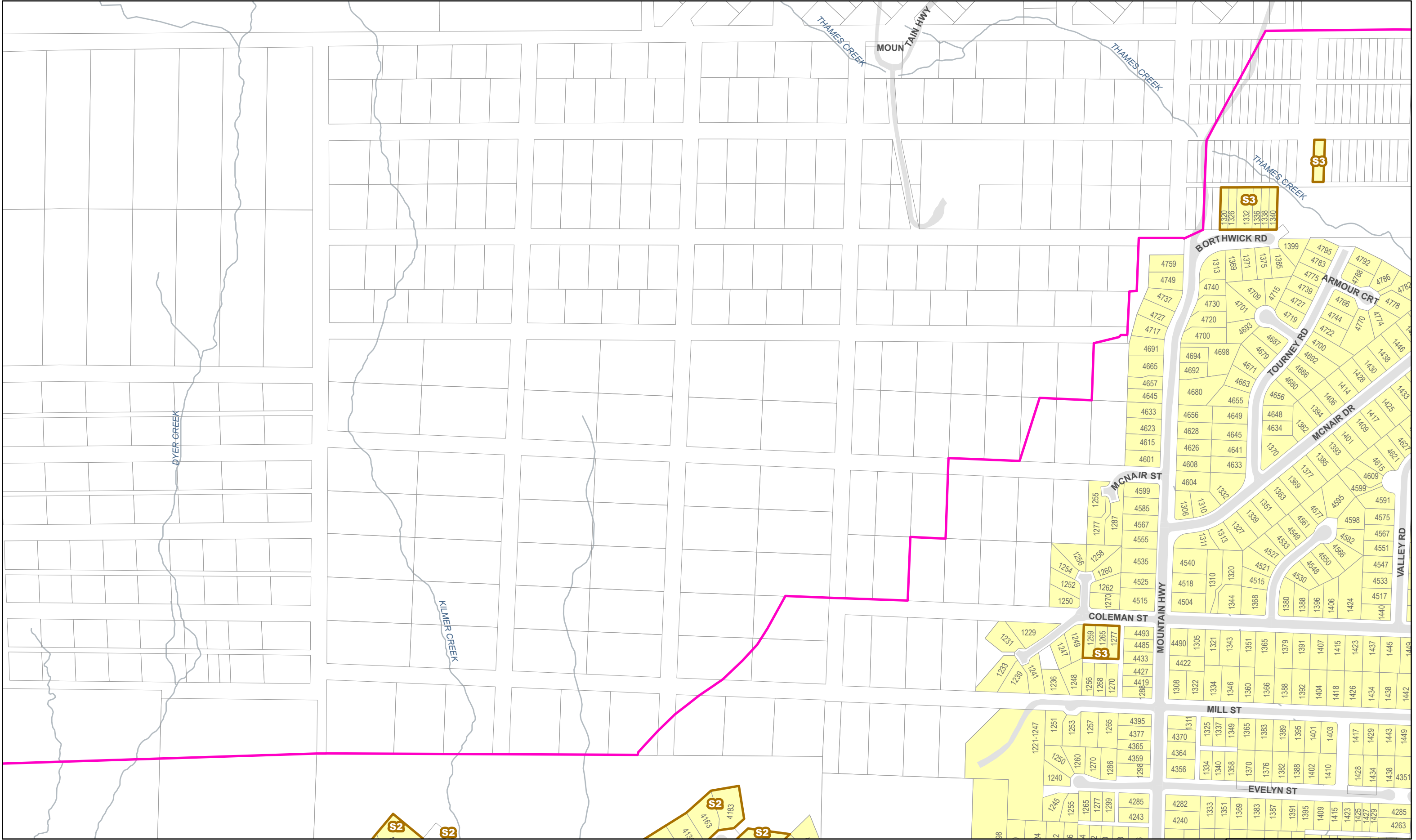
R1 R2 263 Subdivision Modifier

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2F13	2H13	2J13
2F11	2H11	2J11
2F09	2H09	2J09

MAP
2H11

Published: May 19, 2026



R1 & R2 ZONING MAP SET

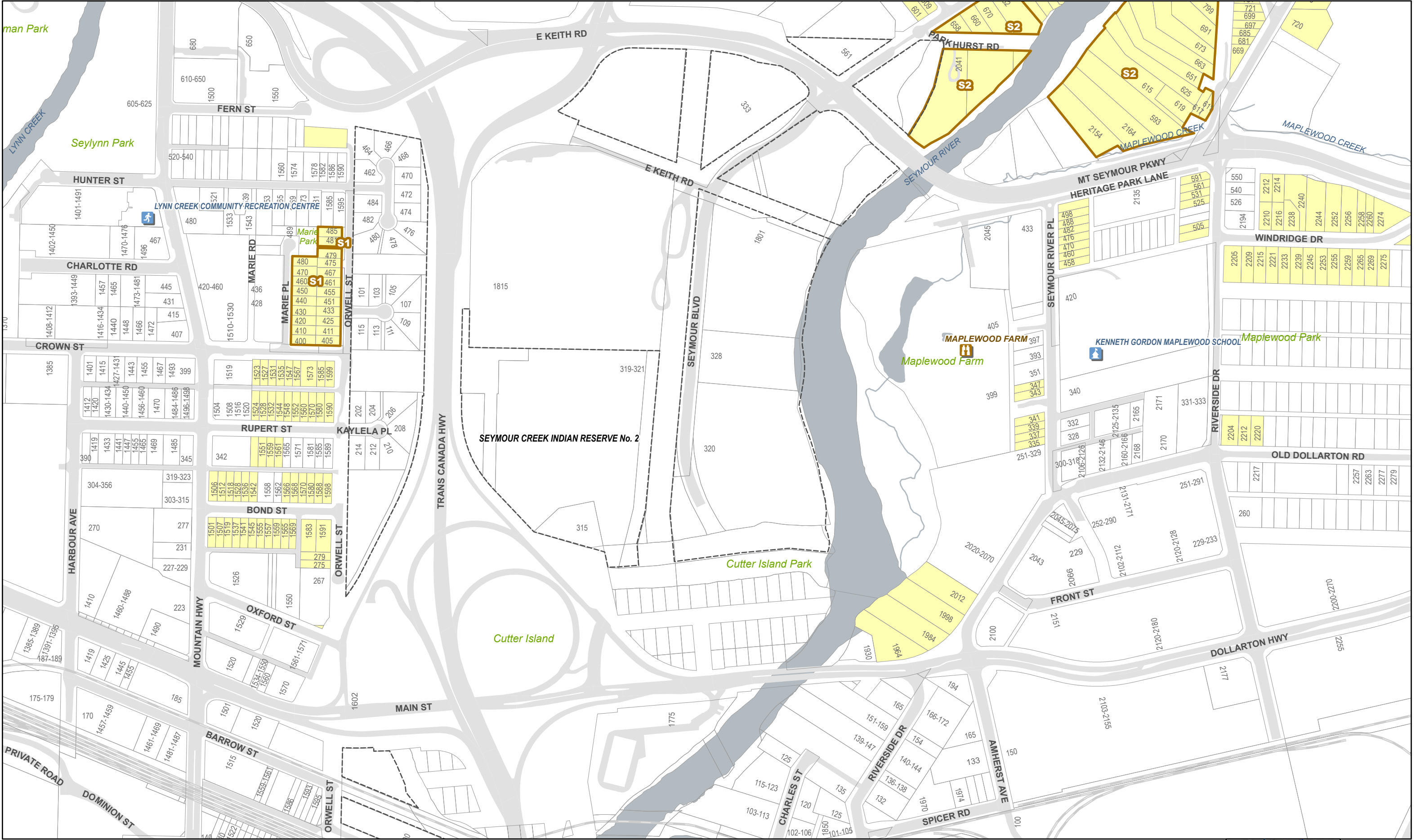
R1 R2 264 Subdivision Modifier

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2F15	2H15	2J15
2F13	2H13	2J13
2F11	2H11	2J11

MAP
2H13

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 265 Subdivision Modifier

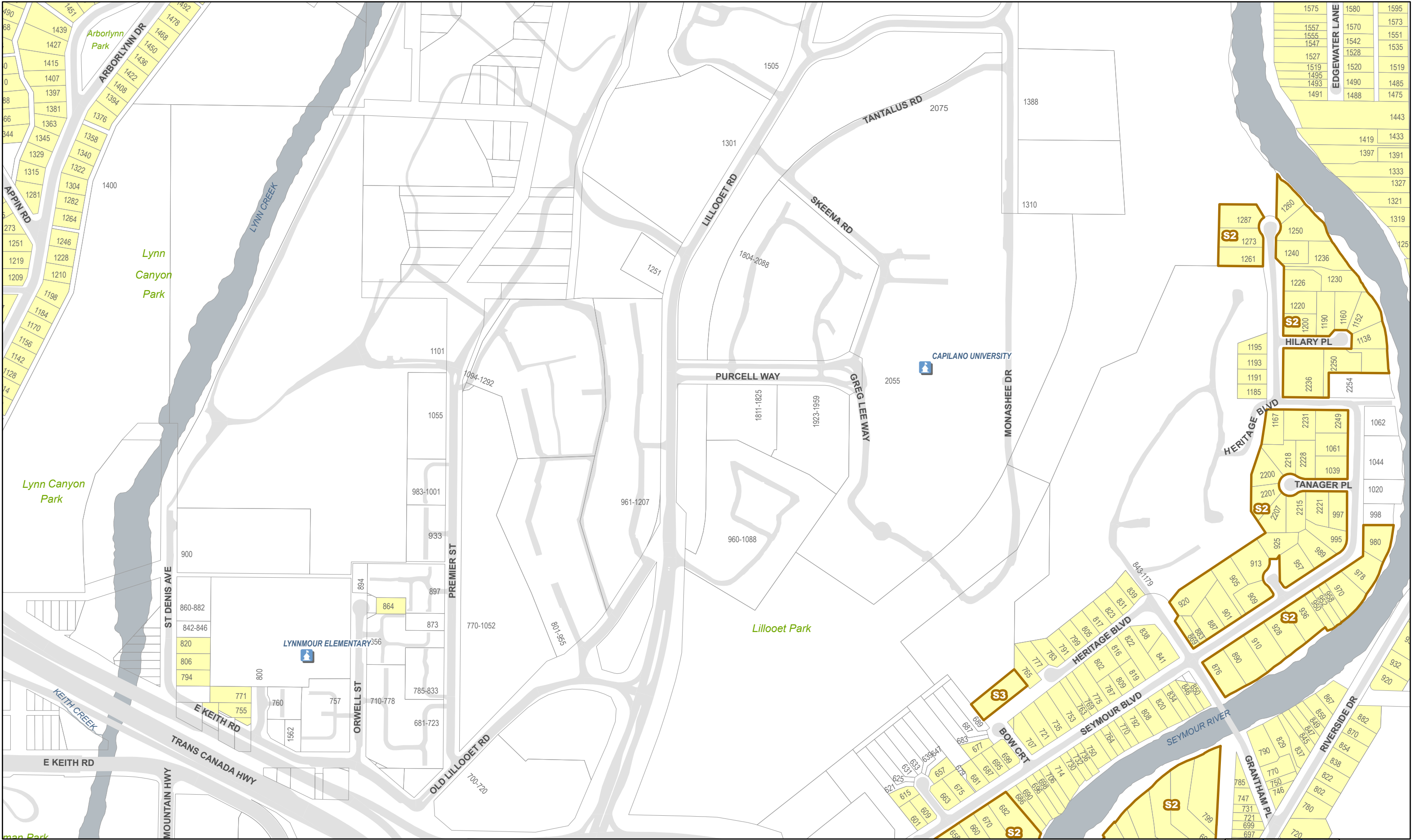
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2H05	2J05	2L05
2H03	2J03	2L03
2H01	2J01	2L01



R1 & R2 ZONING MAP SET

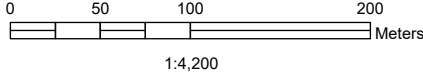
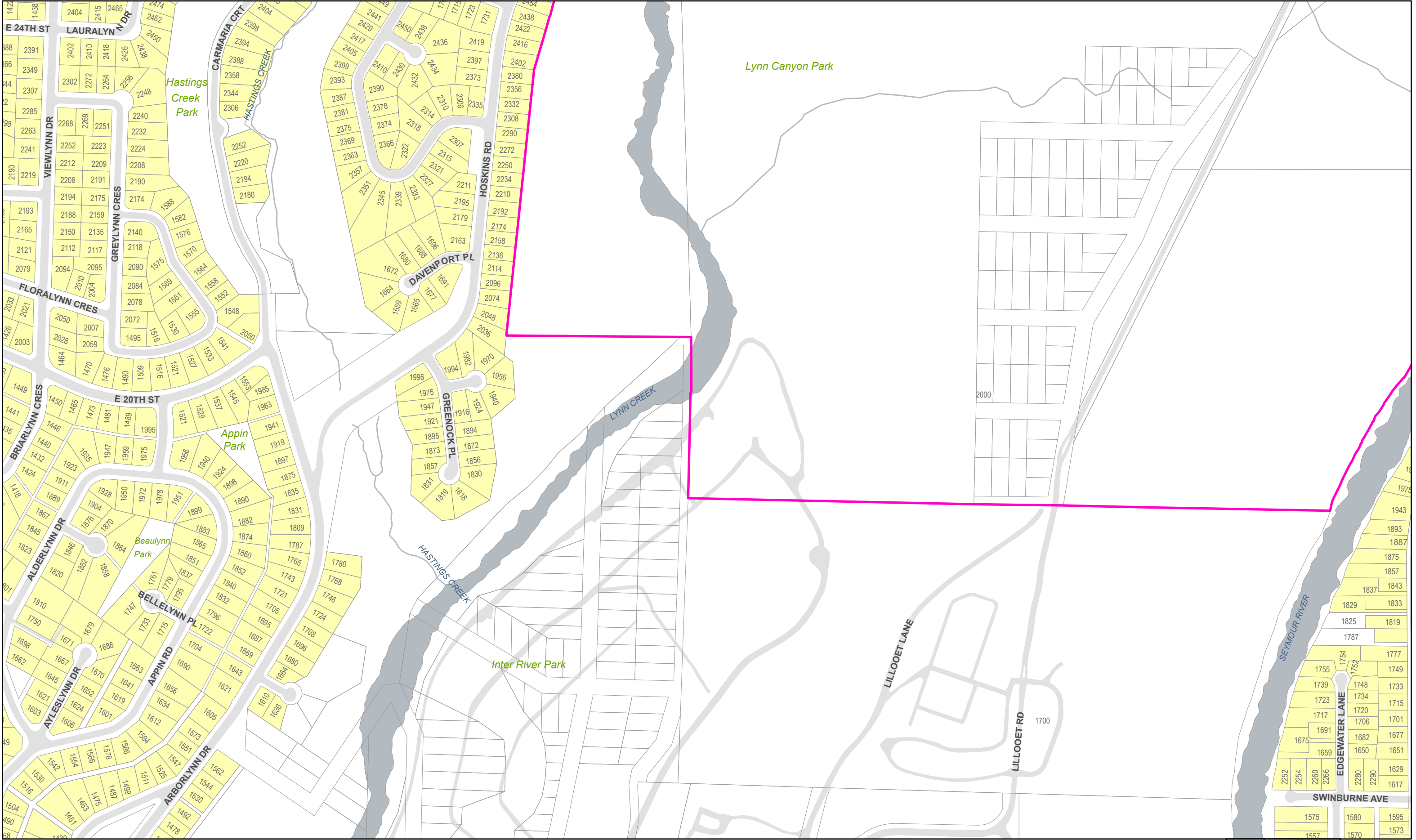
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2H07	2J07	2L07
2H05	2J05	2L05
2H03	2J03	2L03

MAP
2J05

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  267  Subdivision Modifier 

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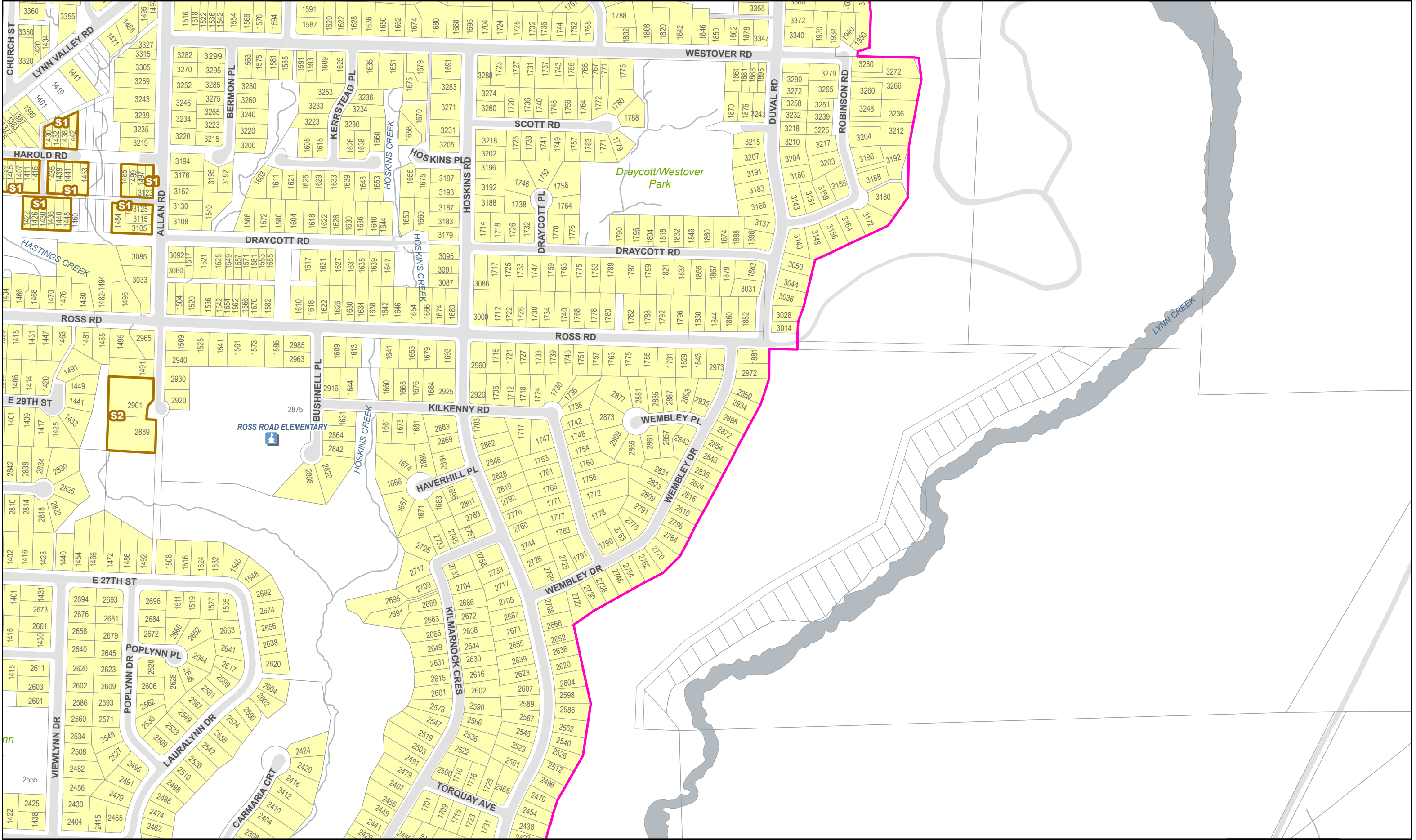
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2H09	2J09	2L09
2H07	2J07	2L07
2H05	2J05	2L05

MAP
2J07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 268 Subdivision Modifier

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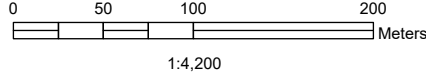
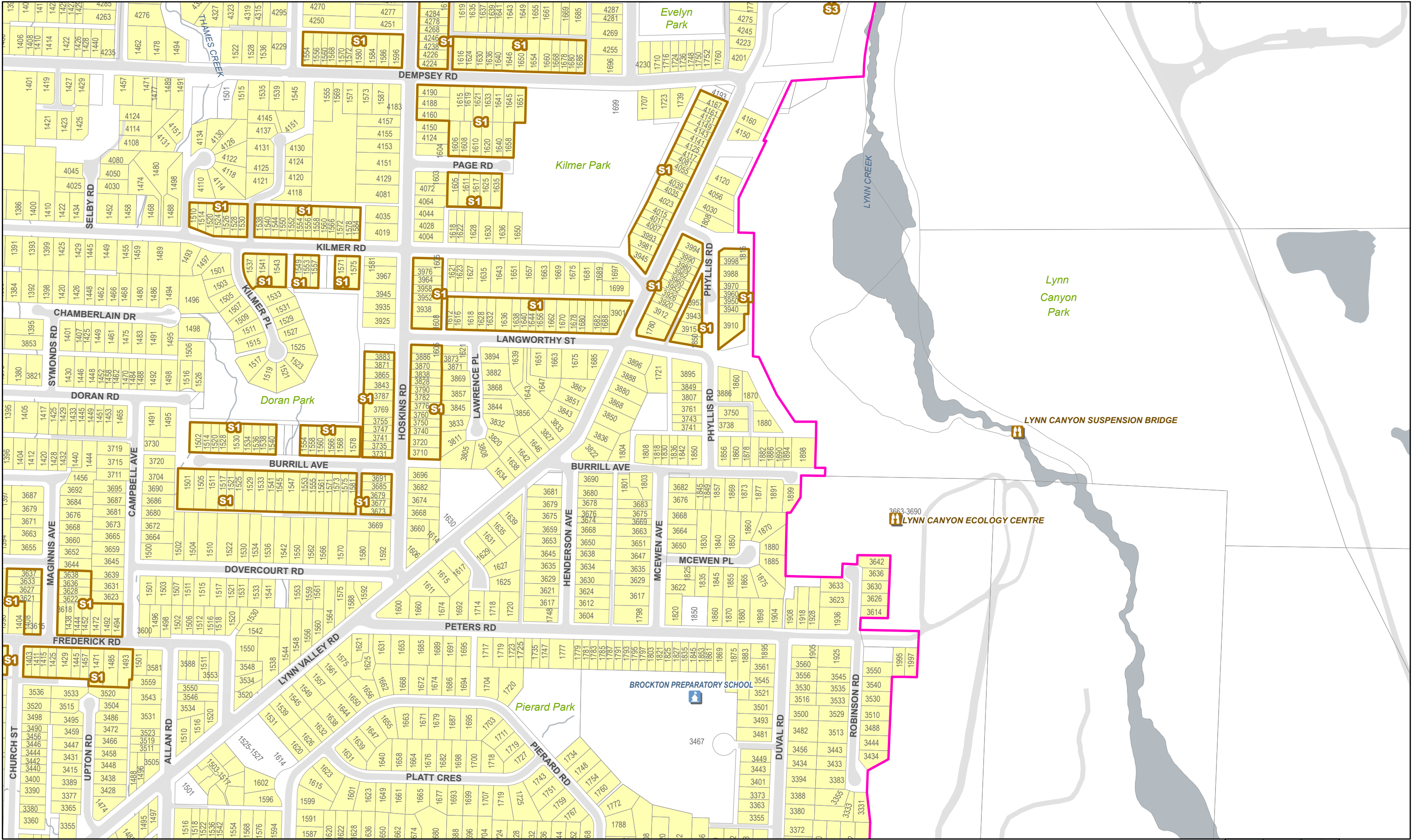
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2H11	2J11	2L11
2H09	2J09	2L09
2H07	2J07	2L07

MAP
2J09

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 269 Subdivision Modifier

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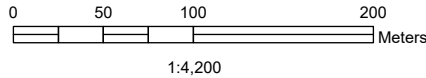
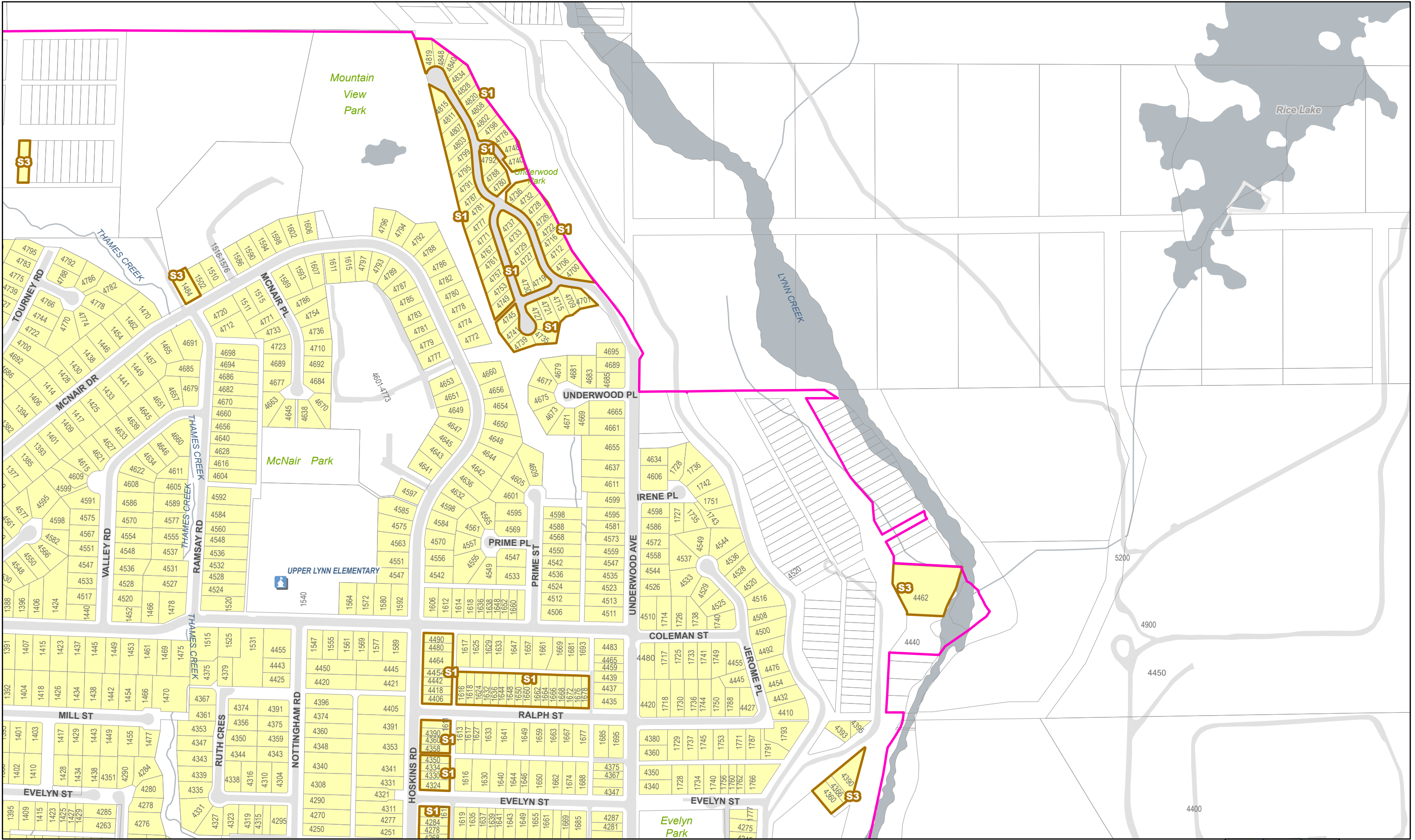
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2H13	2J13	2L13
2H11	2J11	2L11
2H09	2J09	2L09

MAP
2J11

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 270 Subdivision Modifier

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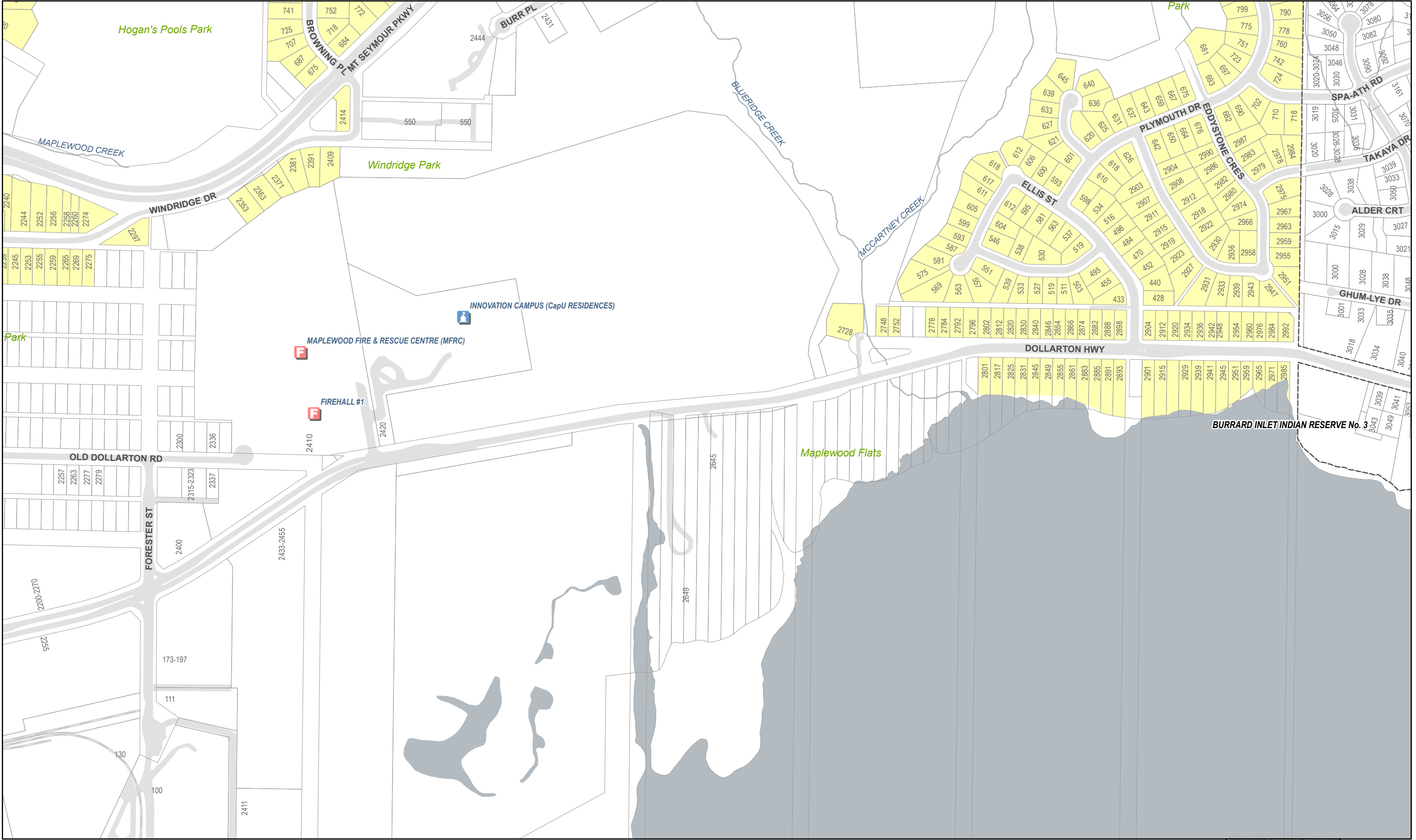
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2H15	2J15	2L15
2H13	2J13	2L13
2H11	2J11	2L11

MAP
2J13

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 271 Subdivision Modifier

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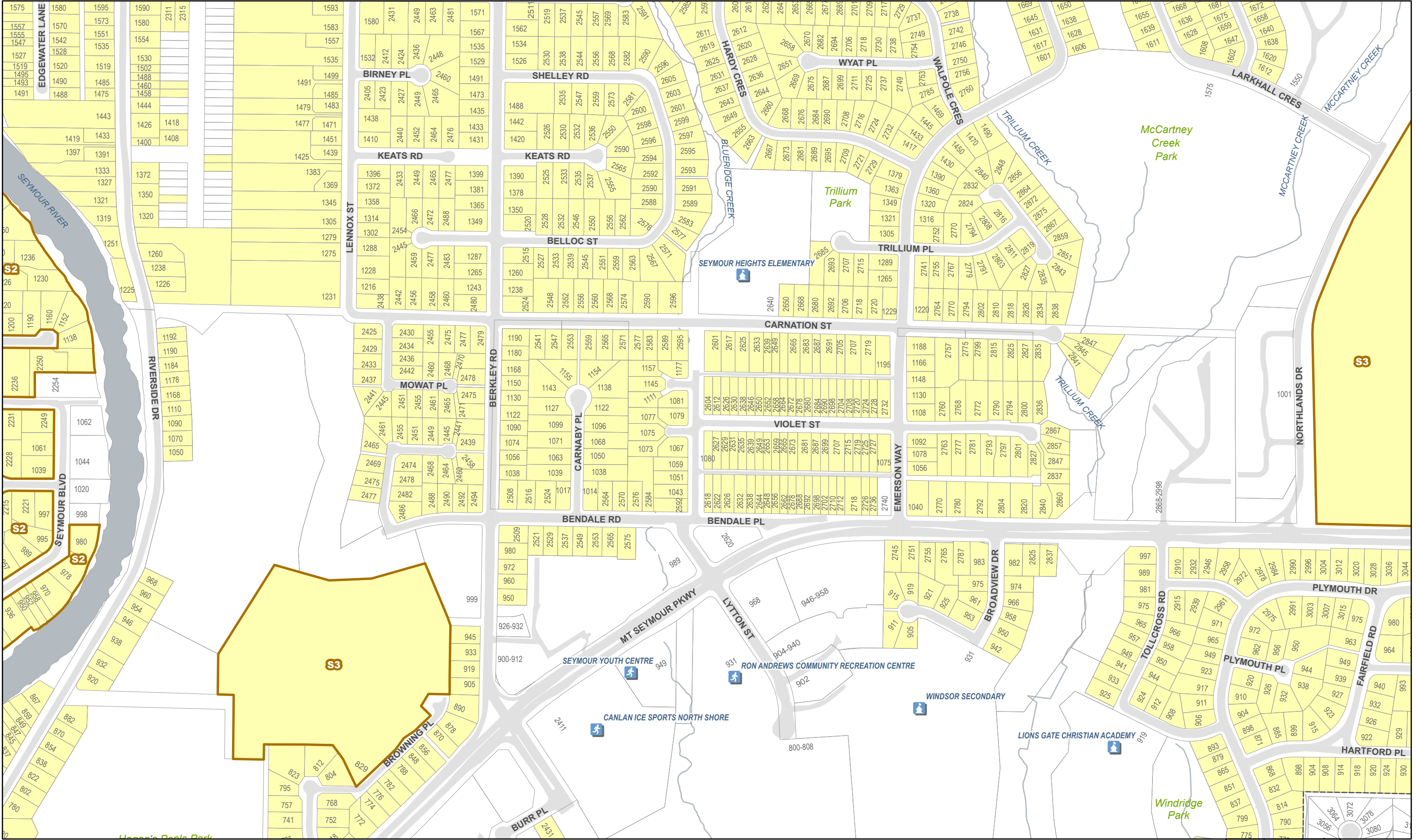
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2J05	2L05	2N05
2J03	2L03	2N03
2J01	2L01	2N01

MAP
2L03

Published: Jun 8, 2026



R1 & R2 ZONING MAP SET

R1  R2  272  Subdivision Modifier

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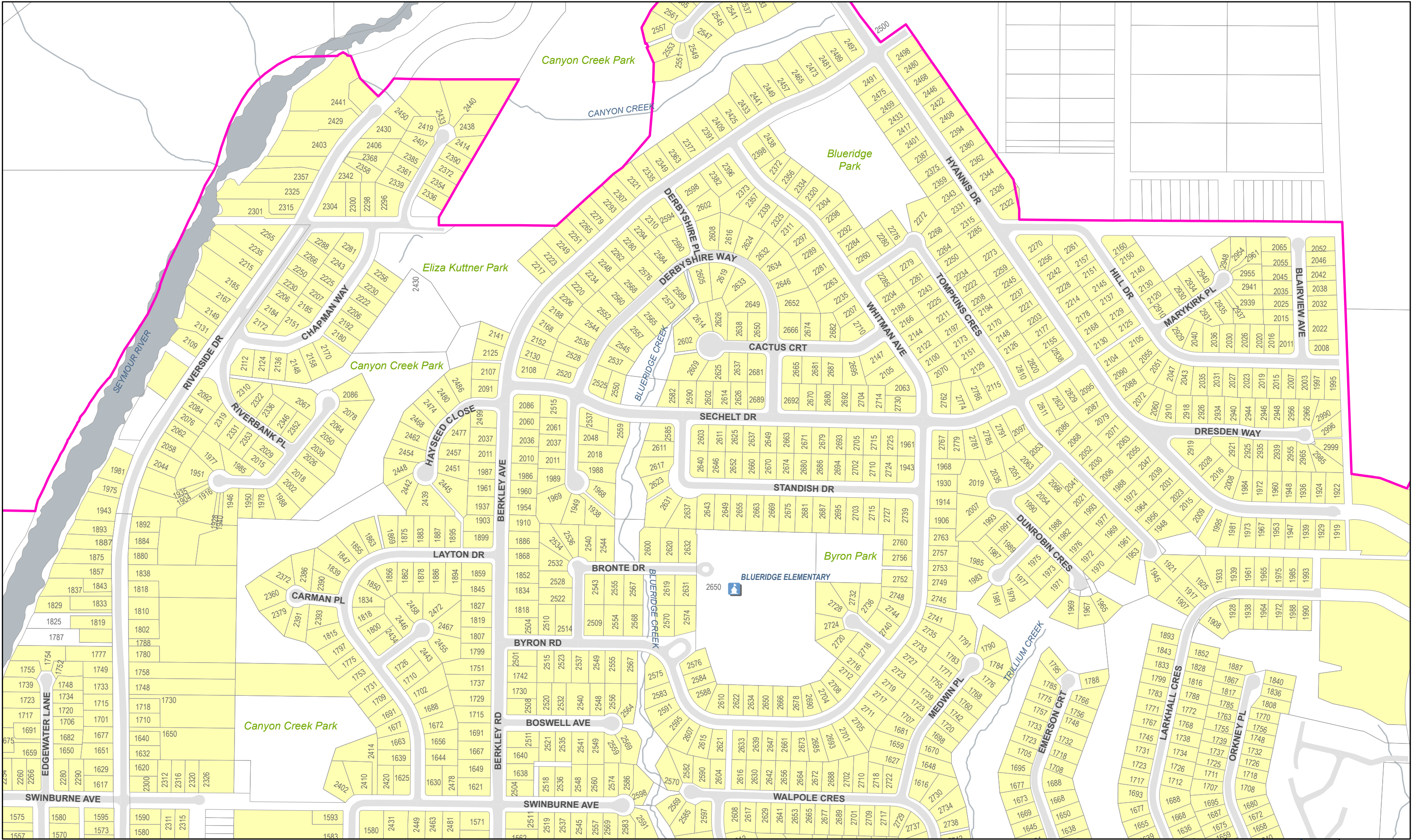
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2J07	2L07	2N07
2J05	2L05	2N05
2J03	2L03	2N03

MAP
2L05

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 273 Subdivision Modifier

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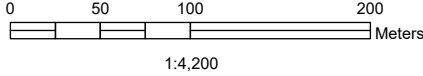
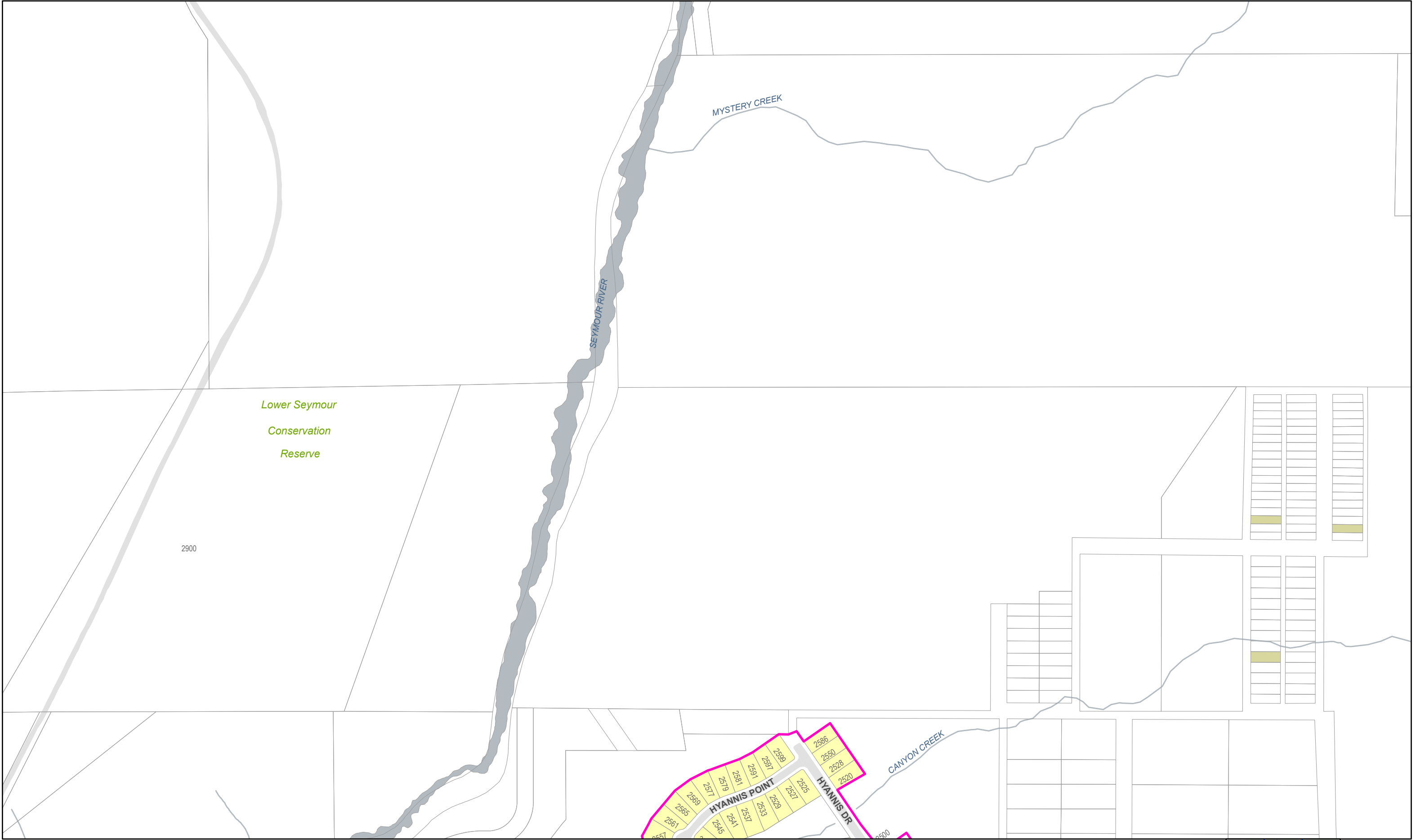
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2J09	2L09	2N09
2J07	2L07	2N07
2J05	2L05	2N05

MAP
2L07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 274 Subdivision Modifier

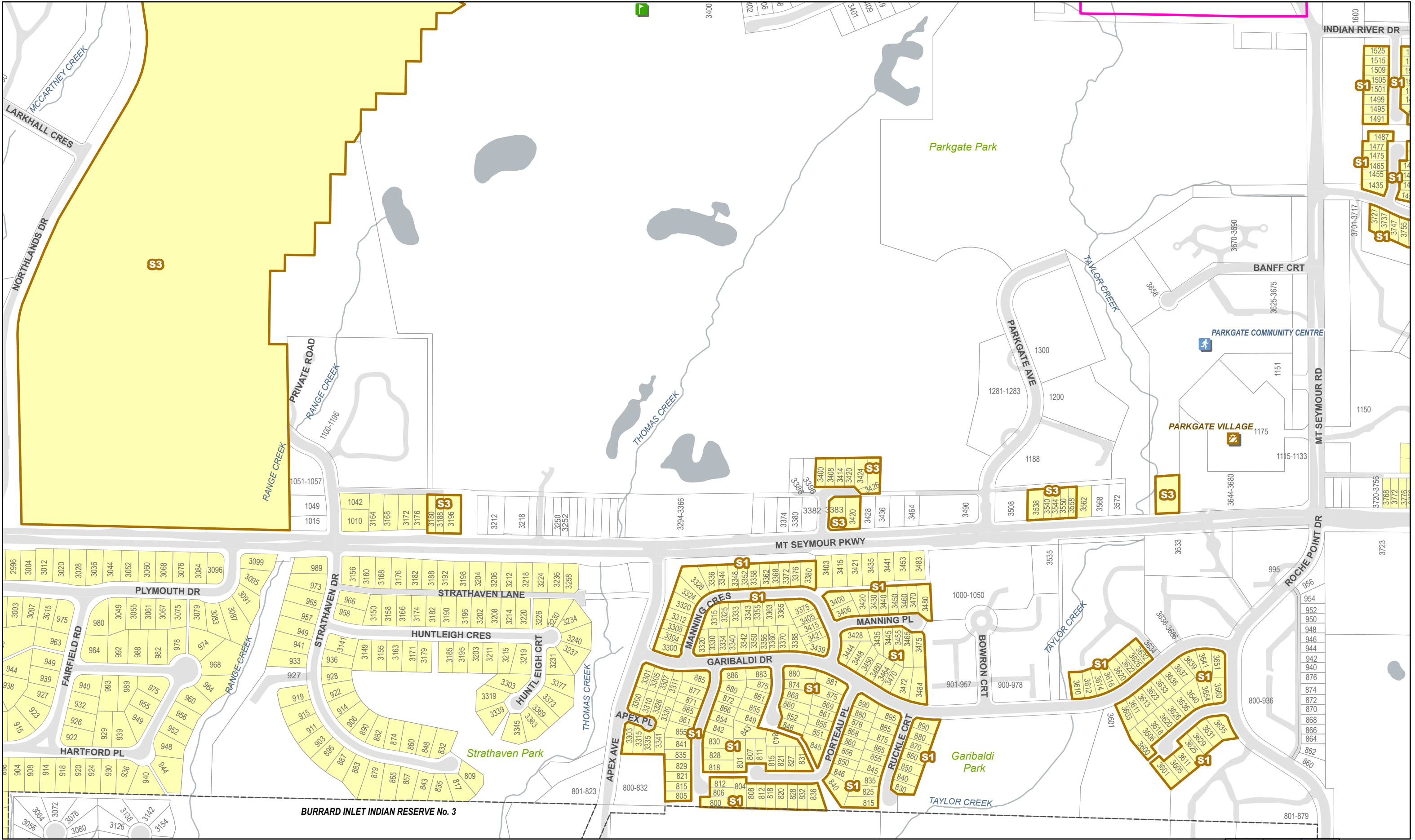
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2J11	2L11	2N11
2J09	2L09	2N09
2J07	2L07	2N07

MAP
2L09

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 275 Subdivision Modifier

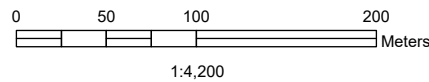
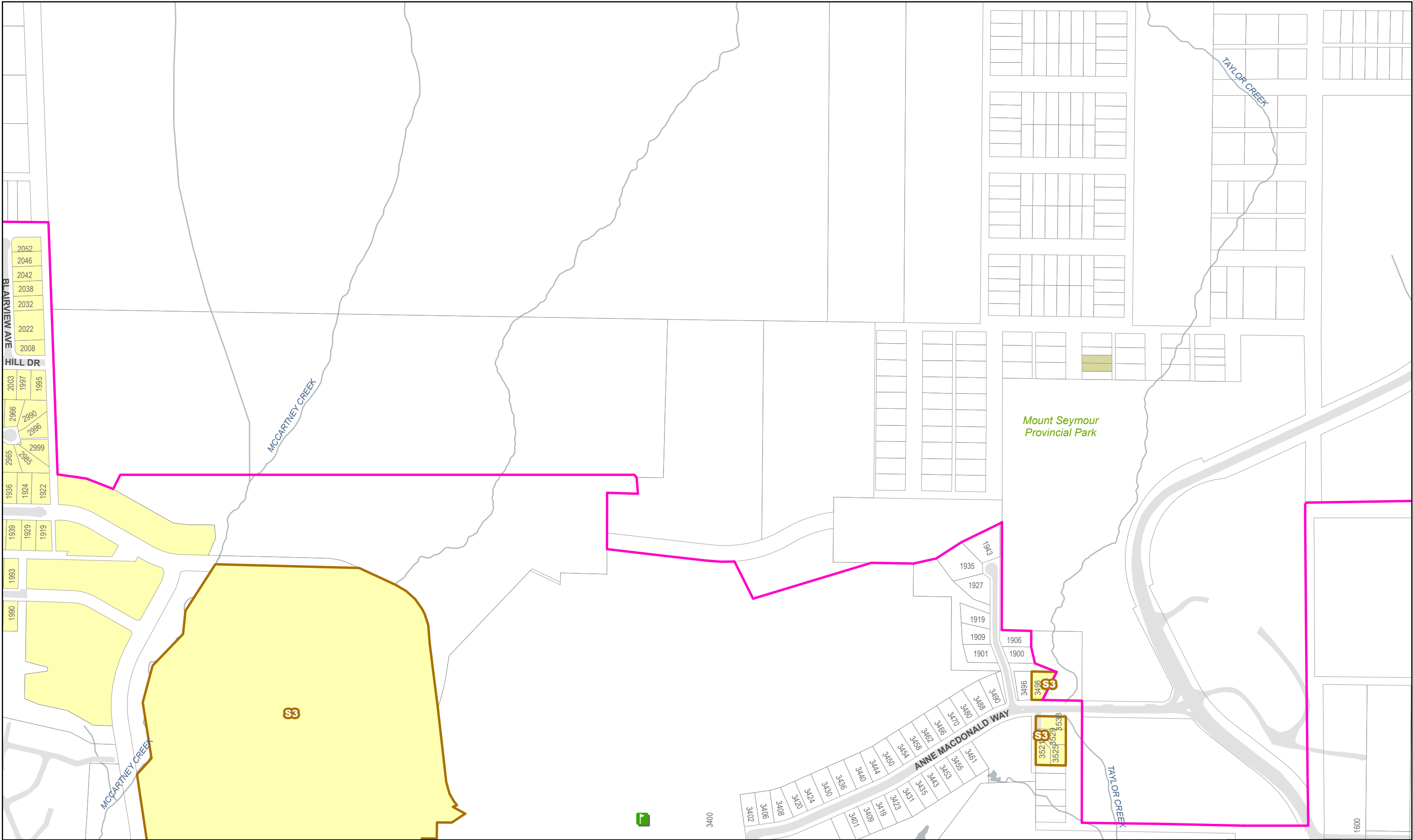
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2L07	2N07	2P07
2L05	2N05	2P05
2L03	2N03	2P03

MAP
2N05

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 276 Subdivision Modifier

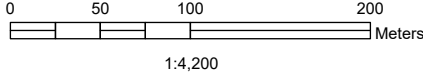
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2L09	2N09	2P09
2L07	2N07	2P07
2L05	2N05	2P05

MAP
2N07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  277 Subdivision Modifier 

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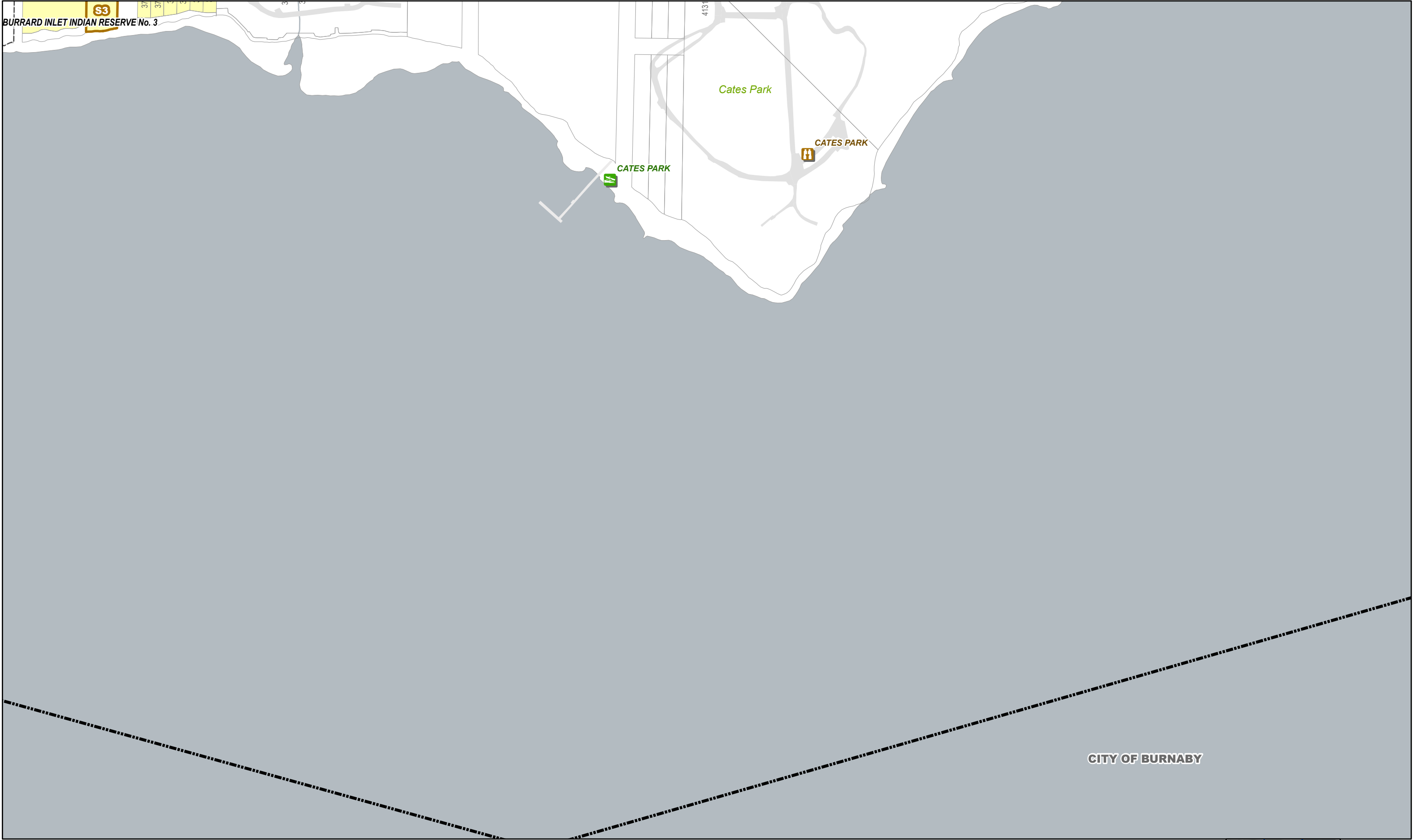
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2L 11	2N11	2P11
2L09	2N09	2P09
2L07	2N07	2P07

MAP
2N09

Published: May 19, 2026

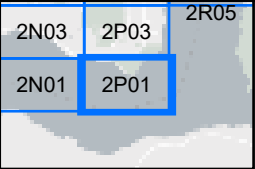


R1 & R2 ZONING MAP SET

R1  R2  278 Subdivision Modifier 

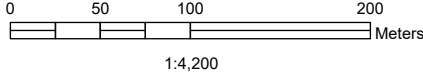
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**MAP
2P01**

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 279 Subdivision Modifier

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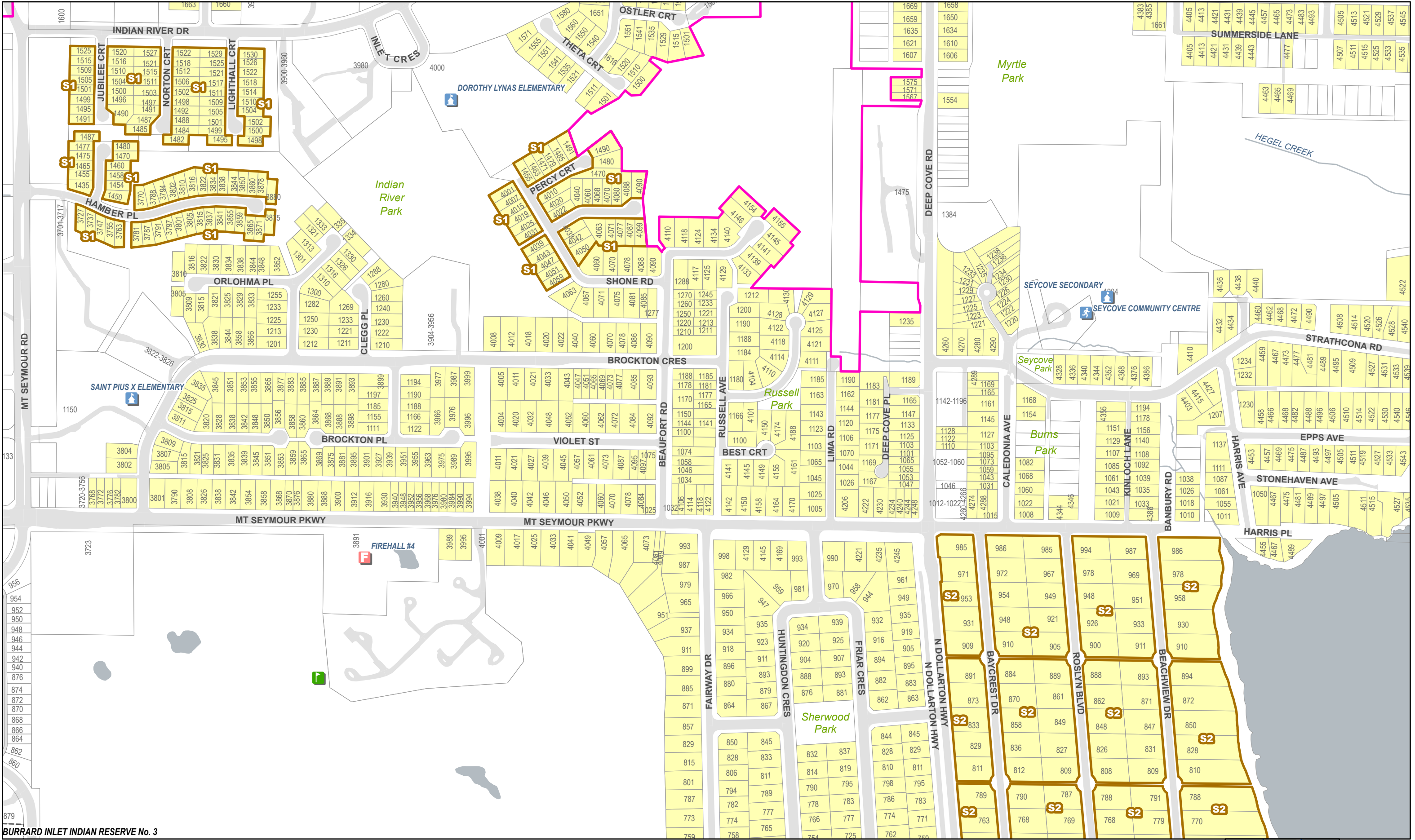
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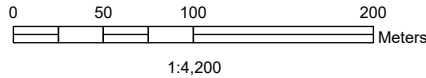
2N05	2P05	2R05
2N03	2P03	
2N01	2P01	

MAP
2P03

Published: May 19, 2026



BURRARD INLET INDIAN RESERVE No. 3



R1 & R2 ZONING MAP SET

R1 R2 280 Subdivision Modifier

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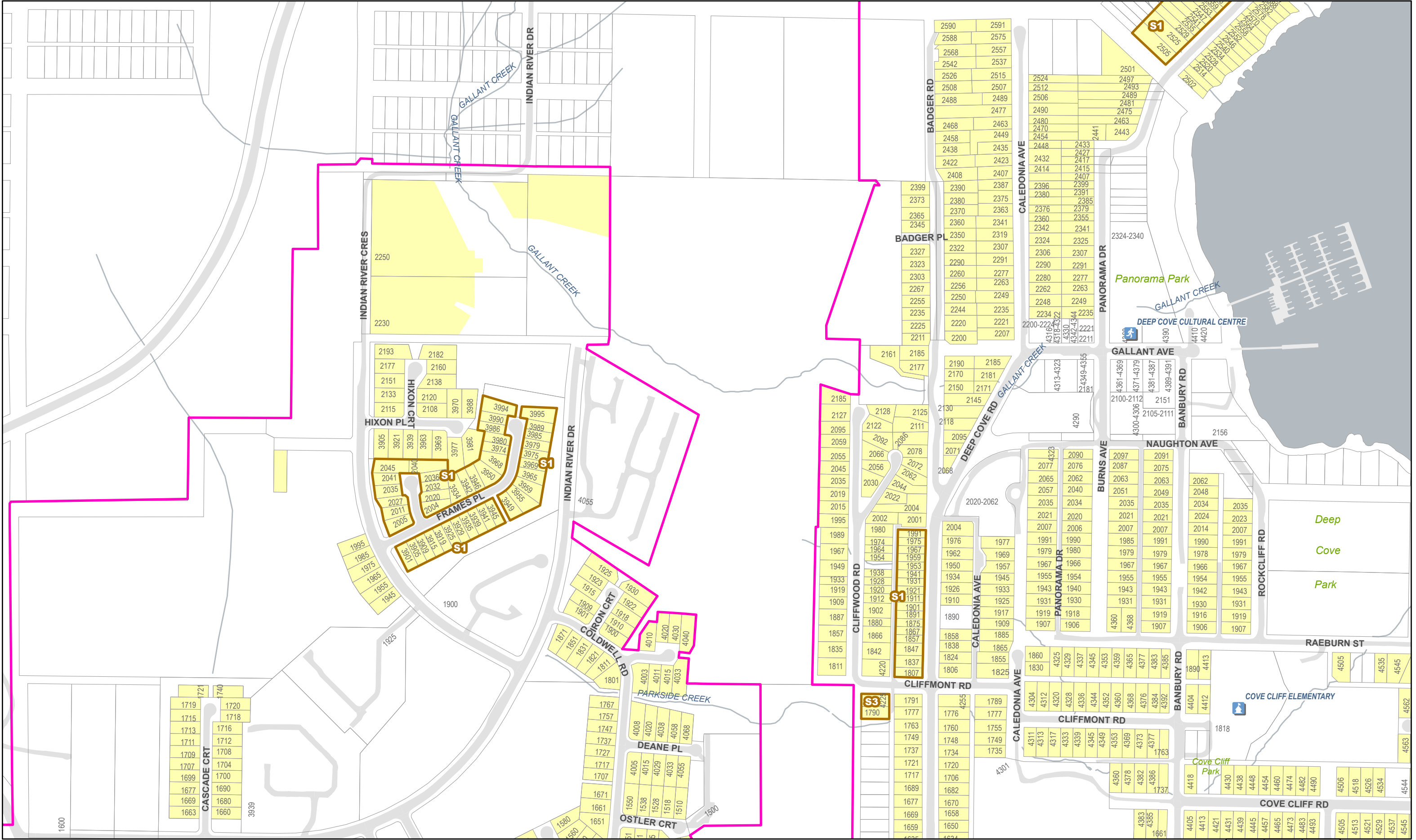
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2N07	2P07	2R07
2N05	2P05	2R05
2N03	2P03	

MAP
2P05

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 281 Subdivision Modifier

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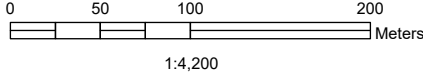
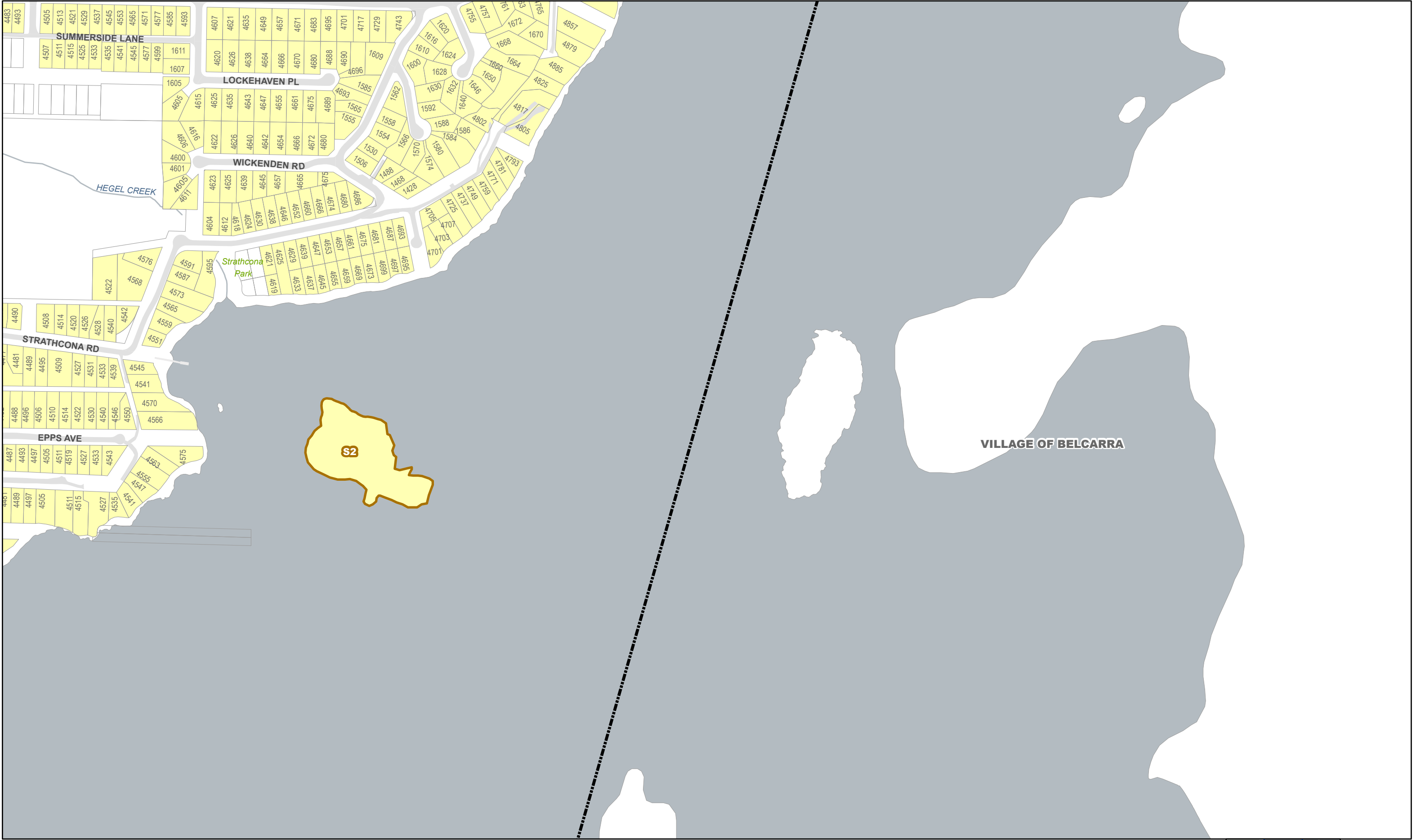
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2N09	2P09	2R09
2N07	2P07	2R07
2N05	2P05	2R05

MAP
2P07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  283 Subdivision Modifier 

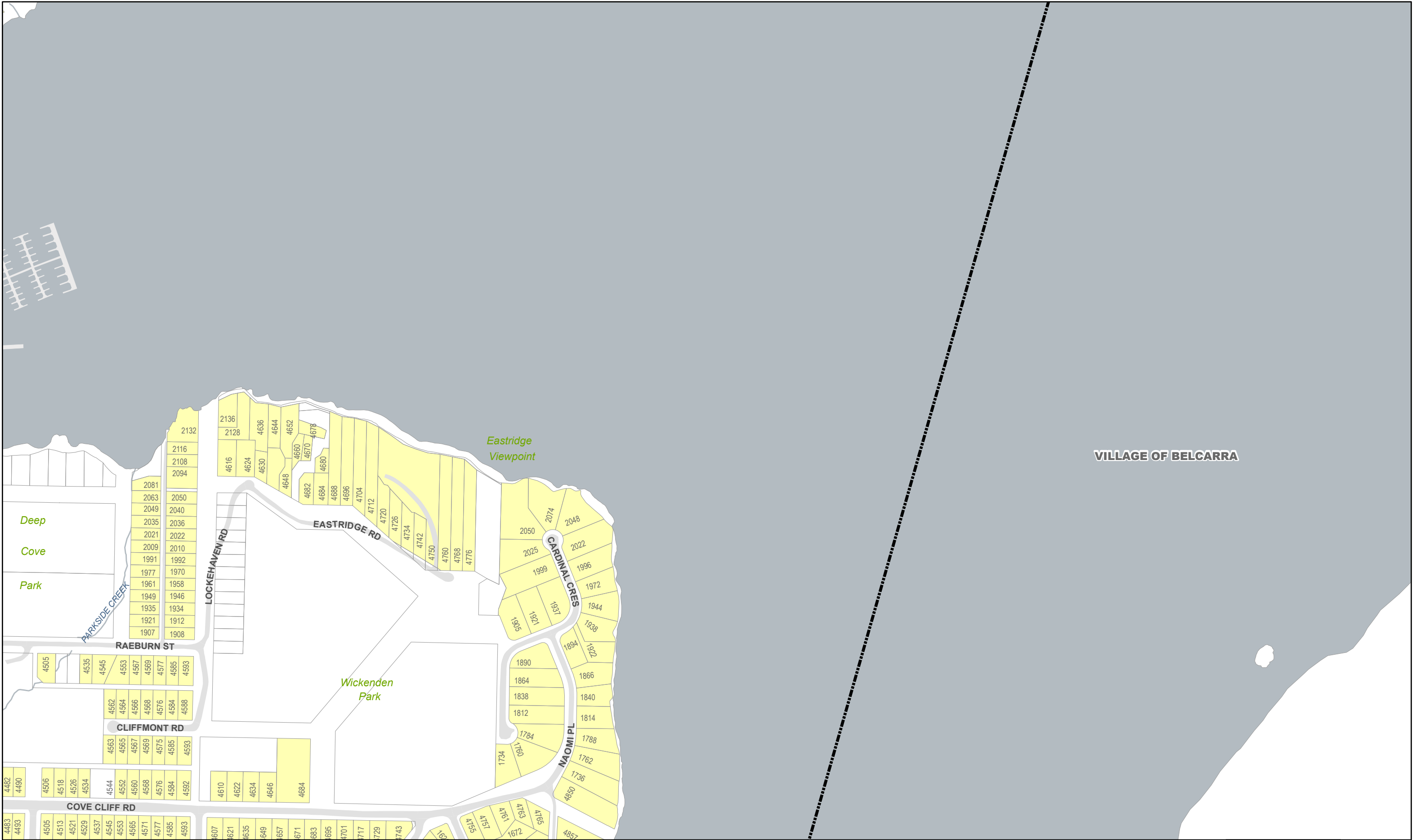
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2P07	2R07
2P05	2R05
2P03	



R1 & R2 ZONING MAP SET

R1  R2  284 Subdivision Modifier 

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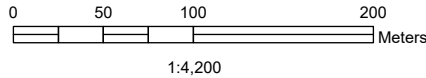
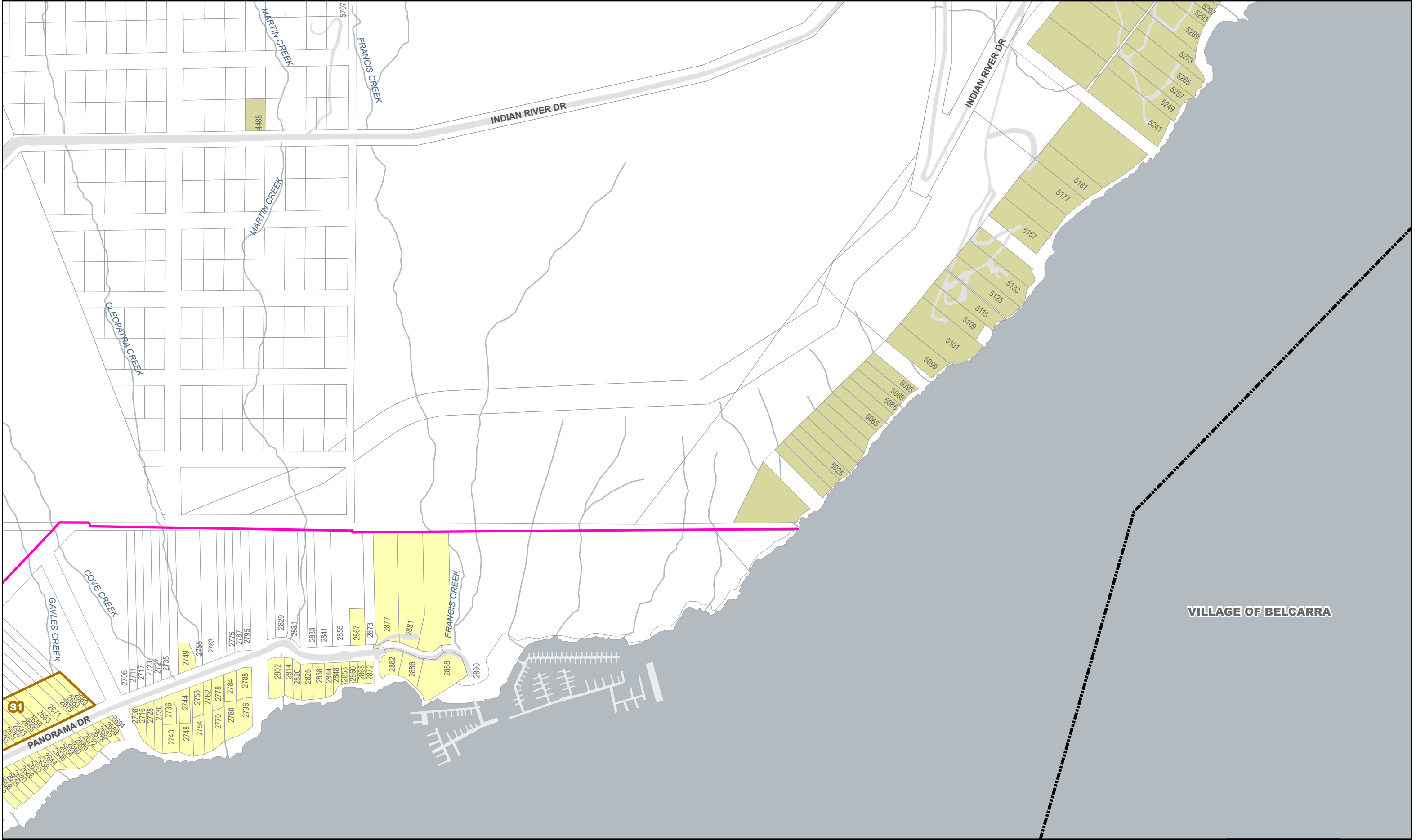
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2P09	2R09	2T11
2P07	2R07	
2P05	2R05	

MAP
2R07

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 285 Subdivision Modifier

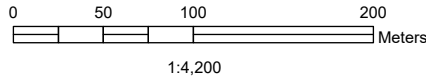
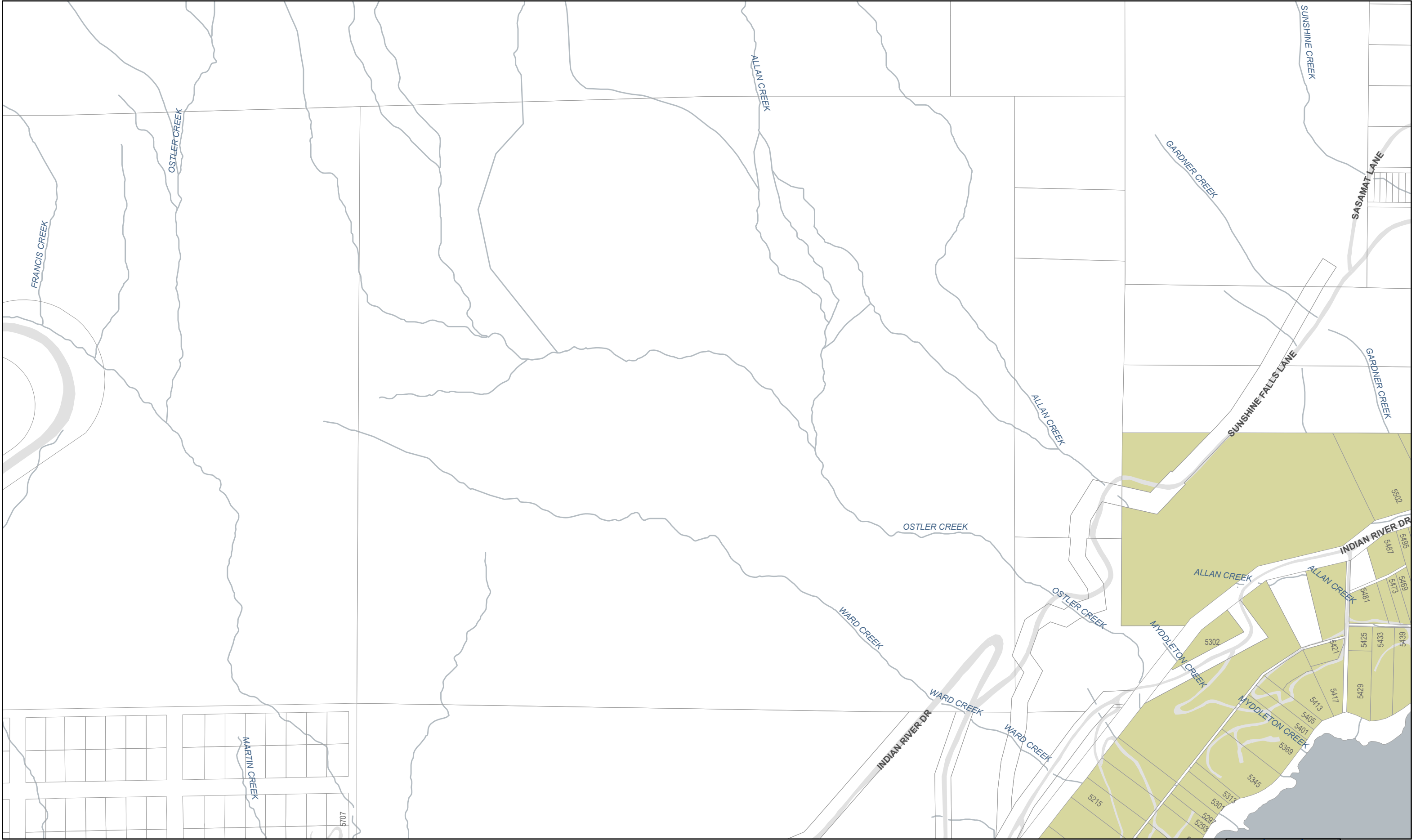
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2P11	2R11	2T11
2P09	2R09	
2P07	2R07	

MAP
2R09

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  286 Subdivision Modifier 

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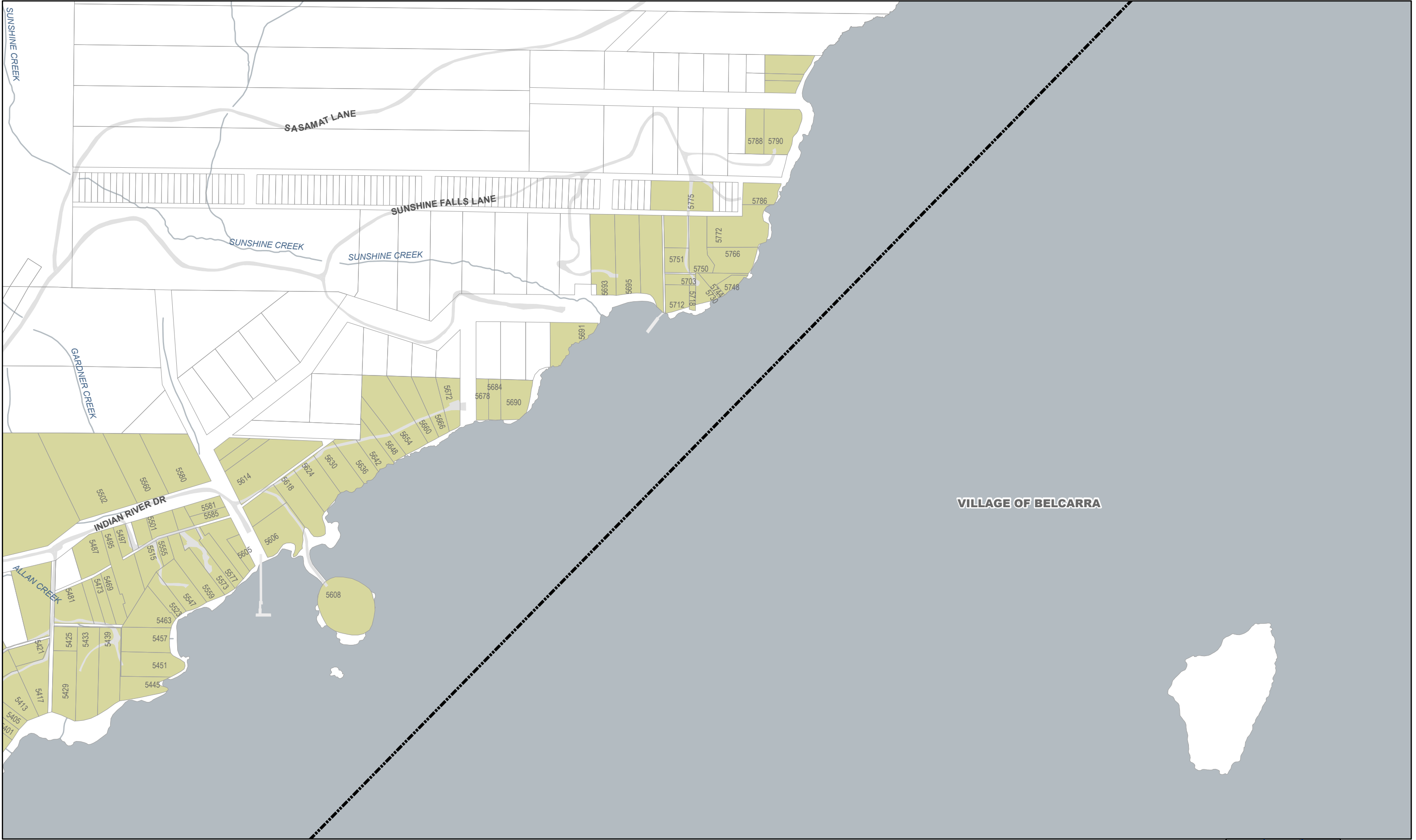
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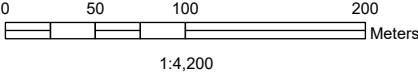
2P13	2R13	2T13
2P11	2R11	2T11
2P09	2R09	

MAP
2R11

Published: May 19, 2026



VILLAGE OF BELCARRA



R1 & R2 ZONING MAP SET

R1  R2  287  Subdivision Modifier 

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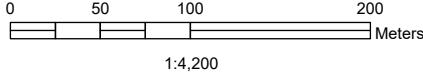
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2R13	2T13	2V15
2R11	2T11	
2R09		

MAP
2T11

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  288 Subdivision Modifier 

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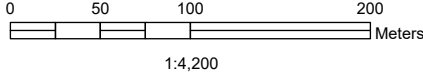
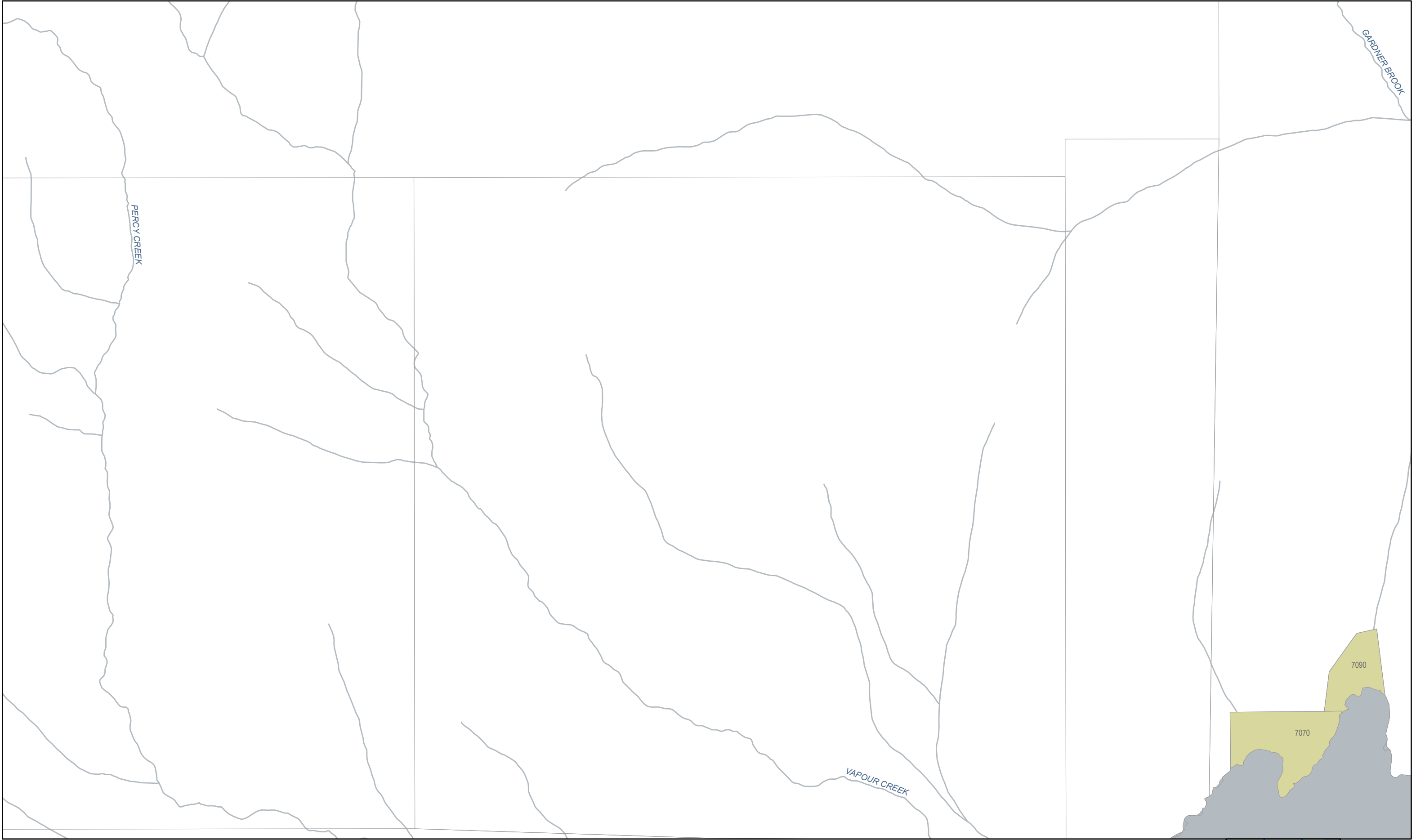
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2R15	2T15	2V15
2R13	2T13	
2R11	2T11	

MAP
2T13

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  289 Subdivision Modifier 

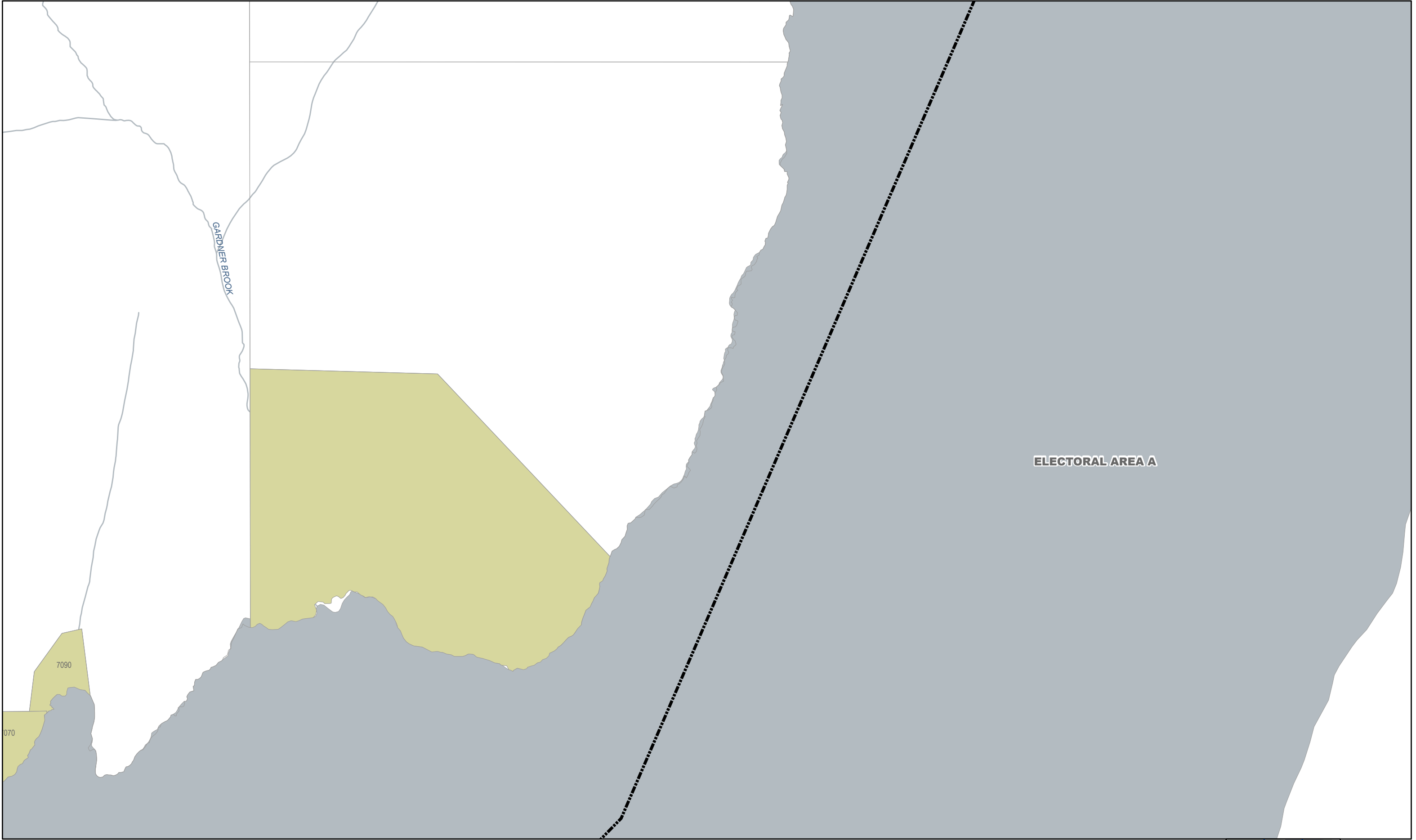
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2R17	2T17	2V17
2R15	2T15	2V15
2R13	2T13	

MAP
2T15

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1 R2 290 Subdivision Modifier

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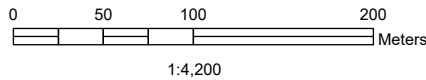
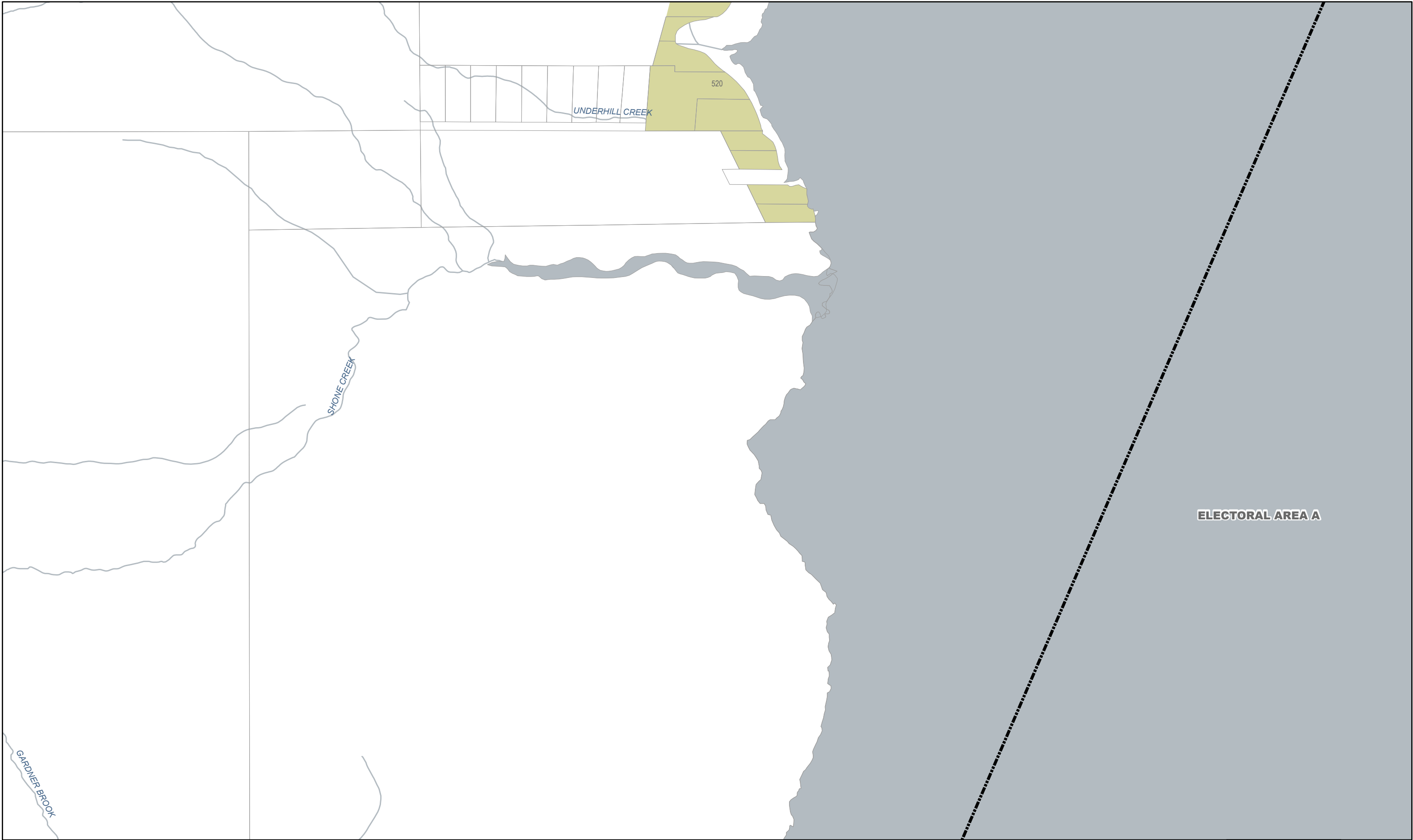
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2T17	2V17
2T15	2V15
2T13	

MAP
2V15

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R1 & R2 ZONING MAP SET

R1  R2  291  Subdivision Modifier

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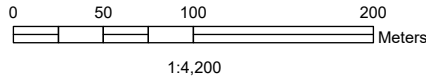
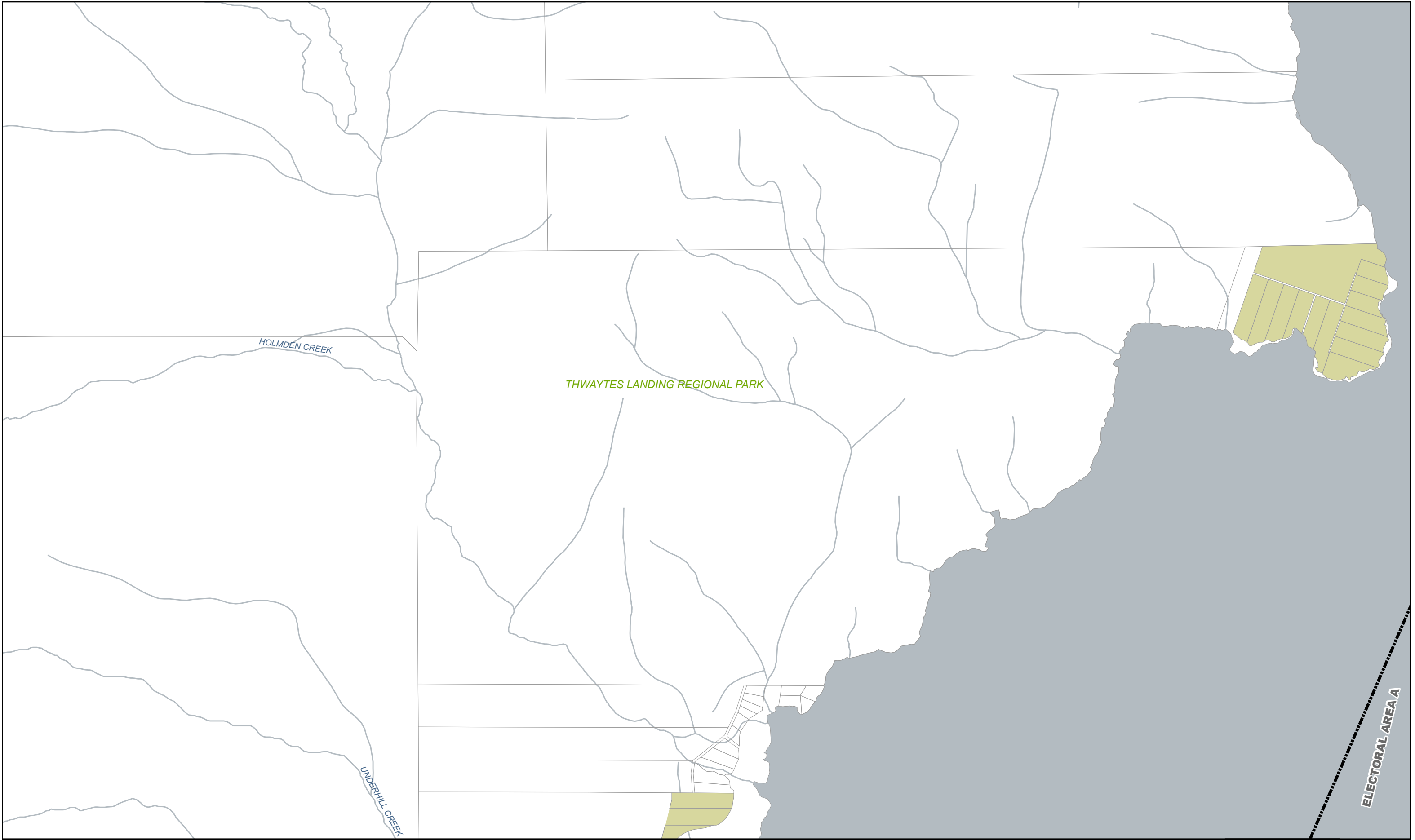
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2T19	2V19
2T17	2V17
2T15	2V15

MAP
2V17

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R1 & R2 ZONING MAP SET

R1  R2  292  Subdivision Modifier 

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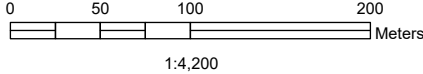
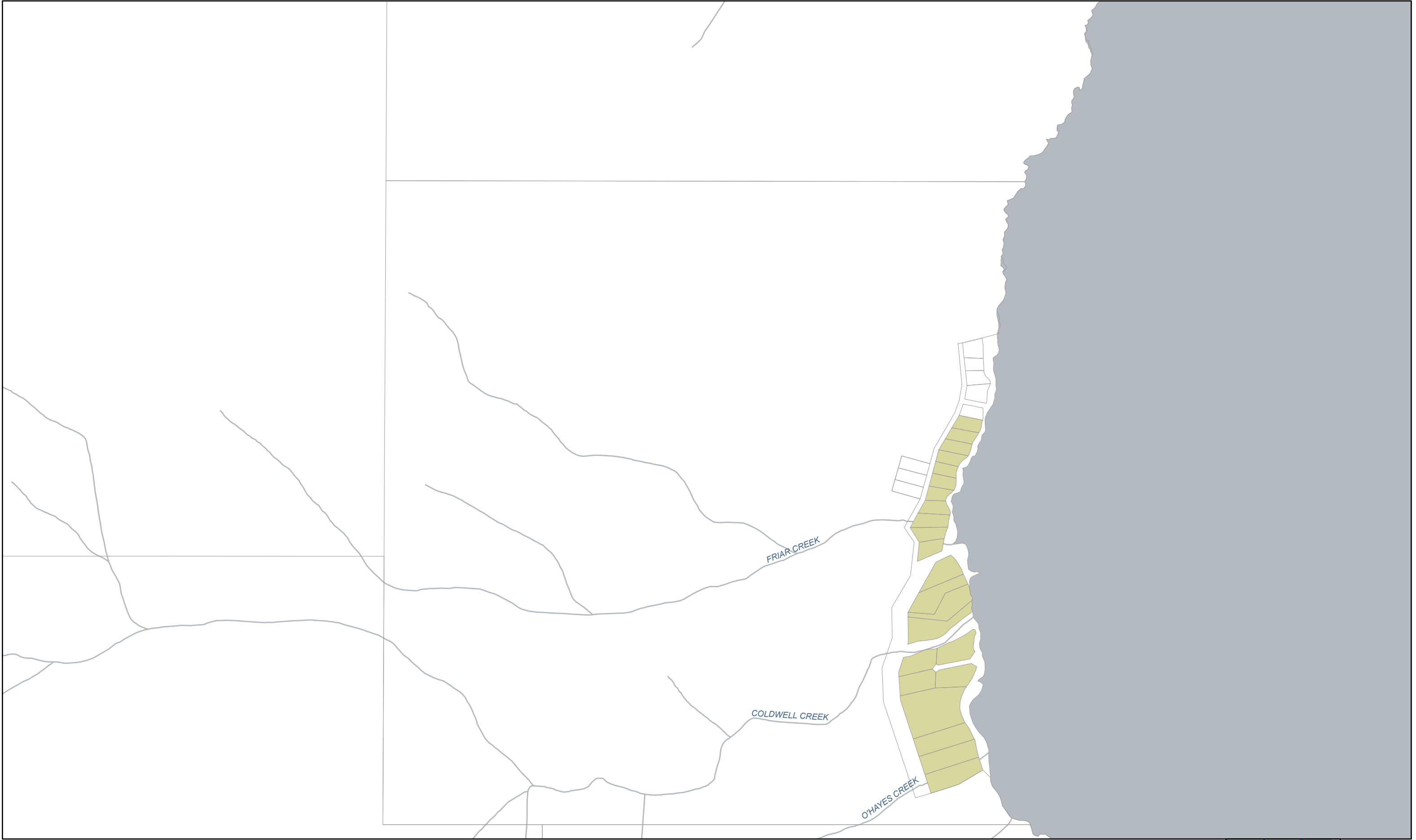
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2T21	2V21
2T19	2V19
2T17	2V17

MAP
2V19

Published: May 19, 2026



R1 & R2 ZONING MAP SET

R1  R2  293 Subdivision Modifier 

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2T25	2V25
2T23	2V23
2T21	2V21

MAP
2V23

Published: May 19, 2026

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



 Dept.
Manager



 GM/
Director



 CAO

The District of North Vancouver

REPORT TO COUNCIL

July 14, 2026
File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: Bylaw 8800: 2026-2030 Financial Plan Amendment

RECOMMENDATION:

THAT "2026-2030 Financial Plan Bylaw 8790, 2026, Amendment Bylaw 8800, 2026 (Amendment 1)" is ADOPTED.

BACKGROUND:

Bylaw 8800 received first, second and third readings on July 13, 2026 ([Staff report dated July 2, 2026](#)).

The bylaw is now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaw;
2. Give no further readings and abandon the bylaw at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaw.

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachment:

1. Bylaw 8800

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

The Corporation of the District of North Vancouver

Bylaw 8800

A bylaw to amend 2026-2030 Financial Plan Bylaw 8790, 2026

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “2026-2030 Financial Plan Bylaw 8790, 2026 Amendment Bylaw 8800, 2026 (Amendment 1)”.

Amendments

2. 2026-2030 Financial Plan Bylaw 8790, 2026 is amended as follows:
 - a) Schedule A District of North Vancouver 2026-2030 Financial Plan (\$000's) is deleted in its entirety and replaced with a new Schedule A District of North Vancouver 2026-2030 Financial Plan (\$000's) as shown in Schedule 1 to this bylaw; and,
 - b) Schedule B District of North Vancouver 2026 Revenue Disclosure Statement is deleted in its entirety and replaced with a new Schedule B District of North Vancouver 2026 Revenue Disclosure Statement as shown in Schedule 2 to this bylaw
 - c) Schedule C District of North Vancouver 2026 Capital Plan Reserve Fund Appropriations is deleted in its entirety and replaced with a new Schedule C District of North Vancouver 2026 Capital Plan Reserve Fund Appropriations as shown in Schedule 3 to this bylaw.

READ a first time July 13, 2026

READ a second time July 13, 2026

READ a third time July 13, 2026

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8800
in \$'000

	2025	2026	2027	2028	2029	2030
Revenue						
Taxation	146,336	153,140	159,359	165,844	172,653	179,699
Sales, Fees, and Other User Charges	138,260	149,663	157,115	177,981	190,444	194,382
Developer Contributions	14,236	14,236	32,831	33,566	34,318	30,724
Grants and Other Contributions	6,565	5,261	5,410	4,852	4,217	10,315
Investment Income	7,284	7,884	7,865	8,279	8,398	8,969
Penalties & Interest on Taxes	1,185	1,250	1,312	1,378	1,447	1,519
Total Revenue	313,866	331,434	363,892	391,900	411,477	425,608
Proceeds from Borrowing	12,335	3,048	12,800	9,170	10,595	3,816
Appropriations from:						
Operating Reserves	23,072	10,513	9,476	4,553	4,642	10,005
Capital and New Initiatives Reserves	91,018	53,026	117,938	88,536	83,703	86,059
Total Reserve Appropriations	114,090	63,539	127,413	93,089	88,345	96,064
Source of Funds	440,292	398,021	504,105	494,159	510,417	525,488
Operating Expenditures						
Governance & Administration	37,442	38,140	30,123	28,454	27,587	27,074
Parks, Recreation, and Culture	53,563	56,562	57,526	59,048	60,238	61,466
Planning & Development	16,699	18,697	17,728	18,331	18,835	19,221
Protective Services	59,061	60,540	62,095	64,050	66,068	67,518
Social Services and Affordable Housing	3,045	3,236	2,747	2,802	2,857	2,914
Transportation	12,647	13,398	12,324	12,573	12,993	13,291
Utilities	76,101	83,869	90,900	98,427	106,362	110,016
Total Operating Expenditures	258,558	274,443	273,443	283,683	294,941	301,500
Capital Expenditures	110,102	50,988	129,415	96,100	90,987	93,521
Debt Service	5,357	5,223	7,626	7,139	8,097	8,837
Contributions to:						
Operating Reserves	-185	207	496	5,491	5,932	512
Capital and New Initiatives Reserves	66,461	67,160	93,124	101,747	110,461	121,119
Total Contributions	66,276	67,367	93,620	107,237	116,393	121,631
Use of Funds	440,292	398,021	504,105	494,159	510,417	525,488

Schedule B to Bylaw 8800

District of North Vancouver 2026 Revenue Disclosure Statement

Revenue from each Funding Source

The proportion of total revenue to be raised from each funding source in 2026 is shown in the table to the right. Property tax is an indirect tax on wealth and accounts for the greatest proportion of municipal revenues. The system of property taxation is relatively easy to administer and understand. It provides a stable and consistent source of revenue for services that provide general community benefits that can be often difficult to fund on a user-pay basis.

Sales, fees and user charges form the second largest portion of planned revenue. Many municipal services, such as water and sewer usage, can be measured and charged on a user-pay basis. This methodology strives to fairly distribute the costs of a municipal service to those who make use of it. Other services (e.g. recreation) which have both private and community benefits are funded through both user fees and municipal taxes.

Funding Source	% Revenues	
	2025	2026
Taxation	44.9%	44.9%
Sales, Fees and User Charges	42.4%	44.0%
Other Sources	9.0%	8.7%
Proceeds From Borrowing	3.8%	2.4%
TOTAL	100%	100%

Other sources of revenue include developer contributions, government grants and other external contributions. These sources of revenue are difficult to predict and can fluctuate significantly from year to year. In 2026, government grants are expected to decrease slightly, while developer contributions in the form of community amenity contributions and development cost charges are expected to increase.

Proceeds from borrowing make up the last source of funding and is used for asset replacement or acquisition of new assets.

Property Tax Burden

Property Class	% Property Tax	
	2025	2026
Residential	72.5%	72.5%
Utilities	0.2%	0.2%
Major Industry	10.2%	10.3%
Light Industry	0.9%	0.9%
Business	15.9%	15.9%
Recreation	0.3%	0.2%
TOTAL	100.0%	100.0%

The property tax burden for each property class is shown in the table on the left. The tax distribution detailed for 2026 is consistent with the current tax strategy approved by Council in 2009 that aligns the District tax rates with the average for Metro Vancouver, or the capped rate (if applicable) and relevant Ports Property Tax Act impacts. This strategy considers some shifting of the tax burden between classes if the tax base for a property class is not sufficient to be corrected by

investment alone. It is expected that the competitiveness of the municipality as a place to do business will benefit from this policy. Ensuring policy objectives continue to support the taxpayers, the District continues to work with the Province to achieve solutions to inequalities presented in Provincial Port regulations as well as attaining workable solutions to assessment valuation issues

affecting the success of select small businesses. Council's tax strategy is based on the principles of equity, fairness, and responsiveness to community goals. Proportionate relationships between property classes can be affected by Council's economic policies, provincially legislated tax incentive programs and new permissive and statutory exemptions.

Permissive Tax Exemptions

Permissive tax exemptions represent approximately \$587,000 in foregone tax revenues. Council grants permissive tax exemptions based on Section 224 of the Community Charter on "use of property" not based upon the charitable status of the organization as a whole. Organizations that contribute to the well-being of citizens within the municipality by improving their quality of life and effectively enhancing community services are eligible.

Schedule C to Bylaw 8800

District of North Vancouver

2026 Capital Plan Reserve Fund Appropriations in \$'000

Program	Cost	EXISTING CAPITAL			LAND AND HOUSING		NEW CAPITAL			DEVELOPER / PRIVATE			OTHERS		
		Infrast. Reserve	Fleet & Equipment	Utilities	Land	Housing	Transp. & Mobility	Community Health & Safety	Climate & Innovation	Develop. Cost Charges	Community Amenity Contrib.	Offsite/Private	Borrowing	Grants	General Surplus
New Capital															
Governance & Administration															
Climate Action & Sustainability															
Biodiversity	(400)	-	-	-	-	-	-	-	(400)	-	-	-	-	-	-
Corporate Finances															
Capital Plan Contingency	1,174	893	100	-	-	-	(77)	-	-	158	-	-	-	-	100
Corporate Fleet & Equipment Management															
Fleet services Renewal	(200)	-	(200)	-	-	-	-	-	-	-	-	-	-	-	-
Facilities & Corporate Asset Management															
General Buildings	200	200	-	-	-	-	-	-	-	-	-	-	-	-	-
Strategic Facilities Plan Implementation – Provision	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology & Digital Services															
Corporate Hardware Additions	50	-	50	-	-	-	-	-	-	-	-	-	-	-	-
Fiber optics addition	(75)	-	-	-	-	-	-	(75)	-	-	-	-	-	-	-
Risk Management & Emergency Management															
Channel Upgrade	200	-	-	85	-	-	-	-	-	20	-	95	-	-	-
Culvert & Debris Upgrades	728	-	-	692	-	-	-	-	-	72	-	(36)	-	-	-
Wildfire Mitigation	325	-	-	-	-	-	-	175	-	-	-	-	-	150	-
Parks, Recreation, and Culture															
Arts and Culture															
Maplewood Village Public Art	(350)	-	-	-	-	-	-	-	-	-	(350)	-	-	-	-
Lower Capilano Public Art	(500)	-	-	-	-	-	-	-	-	-	(500)	-	-	-	-
Lynn Creek Public Art	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lynn Valley Public Art	(1,100)	-	-	-	-	-	-	-	-	-	(1,100)	-	-	-	-
Public Art Prov Outside TC	(100)	-	-	-	-	-	-	-	-	-	(100)	-	-	-	-
Library Services															
Lynn Valley Library	250	225	-	-	-	-	-	-	-	-	25	-	-	-	-
Parkgate Library	(372)	(268)	-	-	-	-	-	-	-	-	(104)	-	-	-	-
Special Project: NVDPL Wide	(60)	(19)	-	-	-	-	-	(41)	-	-	-	-	-	-	-
Museum and Archives															
Museum Facilities Improvement	25	25	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks															
Cates Park Facility Expansion	(3,012)	(368)	-	-	-	-	-	(97)	-	(360)	-	-	(2,187)	-	-
Cates Park Shoreline Restoration	2,756	(7)	-	-	-	-	-	-	-	-	-	-	-	2,763	-
Community Parks - Lions Gate Village	(257)	-	-	-	-	-	-	(2)	-	(255)	-	-	-	-	-
Community Parks - Lynn Creek TC	(263)	-	-	-	-	-	-	(3)	-	(260)	-	-	-	-	-
Community Parks - Lynn Valley TC	120	-	-	-	-	-	-	-	-	119	1	-	-	-	-
Community Parks - Outside TC	75	-	-	-	-	-	-	68	-	8	-	-	-	-	-
Forest Resiliency	115	-	-	-	-	-	-	115	-	-	-	-	-	-	-
Irrigation Upgrades	135	-	-	-	-	-	-	122	-	13	-	-	-	-	-
Lynn Canyon Park	92	-	-	-	-	-	-	-	-	-	-	92	-	-	-

Program	Cost	EXISTING CAPITAL			LAND AND HOUSING		NEW CAPITAL			DEVELOPER / PRIVATE			OTHERS		
		Infrast. Reserve	Fleet & Equipment	Utilities	Land	Housing	Transp. & Mobility	Community Health & Safety	Climate & Innovation	Develop. Cost Charges	Community Amenity Contrib.	Offsite/ Private	Borrowing	Grants	General Surplus
New Capital															
Parks, Recreation, and Culture															
Natural Parkland Improvement	30	-	-	-	-	-	-	27	-	3	-	-	-	-	-
Neighbourhood Parks - Lynn Creek TC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Neighbourhood Parks - Outside Centres	(368)	-	-	-	-	-	-	(368)	-	-	-	-	-	-	-
Parks Buildings Accessibility Improvements	150	-	-	-	-	-	-	135	-	15	-	-	-	-	-
Parks Equipment Addition	60	-	-	-	-	-	-	54	-	6	-	-	-	-	-
Parks Planning and Data Collection	25	-	-	-	-	-	-	23	-	3	-	-	-	-	-
Plazas	131	-	-	-	-	-	-	-	-	-	-	131	-	-	-
Recreation and Sport															
Community Centre Replacement Feasibility / Options	1,000	668	-	-	-	-	-	36	-	-	196	-	100	-	-
Convert Gravel Fields to ATF	(1)	-	-	-	-	-	-	-	-	(0)	-	(0)	(1)	-	-
Handsworth ATF	7,077	-	-	-	-	-	-	-	-	-	512	(1)	4,599	1,968	-
Inter River Park ATF	853	353	-	-	-	-	-	100	-	111	-	34	74	181	-
Inter River Park South Washroom	165	165	-	-	-	-	-	-	-	-	-	-	-	-	-
Karen Magnussen Community Centre	50	-	-	-	-	-	-	-	-	-	50	-	-	-	-
Recreation Strategies	(50)	-	-	-	-	-	-	(50)	-	-	-	-	-	-	-
Sports Court Upgrades	600	600	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning & Development															
Development Services															
Development Infrastructure	(131)	-	-	-	-	-	-	-	-	-	-	(131)	-	-	-
Land and Property Management															
Lynn Valley Village	280	140	-	-	-	-	-	-	-	-	-	-	140	-	-
Protective Services															
Fire and Rescue															
Fire Equipment Addition	50	-	-	-	-	-	-	50	-	-	-	-	-	-	-
Fire Hall #5	(1,082)	-	-	-	-	-	-	-	-	(294)	(3)	-	(786)	-	-
Maplewood Fire & Rescue Centre	459	-	-	-	-	-	-	-	-	-	-	-	459	-	-
Social Services and Affordable Housing															
Affordable Housing															
East Keith - Supportive Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lillooet West - Social Housing	2,585	-	-	-	-	2,585	-	-	-	-	-	-	-	-	-
Transportation															
Active Transportation															
Cycling - Edgemont-Queensdale	200	-	-	-	-	-	150	-	-	50	-	-	-	-	-
Cycling - Improvement	(8)	-	-	-	-	-	(7)	-	-	(1)	-	-	-	-	-
Mtn Hwy: Arbutus - Hwy 1	(539)	-	-	-	-	-	(358)	-	-	-	-	-	-	(181)	-
Neighbourhood Streets Improvements	(101)	-	-	-	-	-	(91)	-	-	(10)	-	-	-	-	-
Pedestrian Crossings	250	-	-	-	-	-	225	-	-	25	-	-	-	-	-
Pedestrian Infrastructure	1,763	-	-	-	-	-	977	-	-	185	-	-	-	600	-
Safe Routes to School	(50)	-	-	-	-	-	(46)	-	-	(4)	-	-	-	-	-
Sidewalks Seymour	(72)	-	-	-	-	-	(5)	-	-	(1)	-	-	(31)	(35)	-
Spirit Trail (Eastern Segment)	(379)	-	-	-	-	-	-	-	-	(29)	-	-	(104)	(246)	-
Urban Trails - Outside TC	100	-	-	-	-	-	75	-	-	25	-	-	-	-	-
Parking and Curbside Management															
Pay Parking Delbrook Rec Centre	20	-	-	-	-	-	-	-	-	2	-	-	18	-	-
Public EV Charging Stations	700	-	-	-	-	-	-	-	175	-	-	-	-	525	-

Program	Cost	EXISTING CAPITAL			LAND AND HOUSING		NEW CAPITAL			DEVELOPER / PRIVATE			OTHERS		
		Infrast. Reserve	Fleet & Equipment	Utilities	Land	Housing	Transp. & Mobility	Community Health & Safety	Climate & Innovation	Develop. Cost Charges	Community Amenity Contrib.	Offsite/ Private	Borrowing	Grants	General Surplus
New Capital															
Transportation															
Road Network															
Data Collection and Technology	100	-	-	-	-	-	90	-	-	10	-	-	-	-	-
LED Street Lights	(453)	(227)	-	-	-	-	(227)	-	-	-	-	-	-	-	-
Neighbourhood Streets Improvements	148	-	-	-	-	-	133	-	-	15	-	-	-	-	-
Road Safety	610	-	-	-	-	-	550	-	-	60	-	-	-	-	-
Signals	80	-	-	-	-	-	72	-	-	8	-	-	-	-	-
Vehicle Bridges over Edgemont Boulevard	452	285	-	-	-	-	122	-	-	45	-	-	-	-	-
Vehicle Bridges over Mackay Creek	200	108	-	-	-	-	72	-	-	20	-	-	-	-	-
Transit															
Land Acquisition Transit Corridors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phibbs Exchange Washroom	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transit Infrastructure	250	-	-	-	-	-	100	-	-	25	-	-	-	125	-
Utilities															
Liquid Waste Management															
Lift Stations Expansion	100	-	-	1	-	-	-	-	-	99	-	-	-	-	-
Sewer Capital Contingency	(285)	-	-	(257)	-	-	-	-	-	(28)	-	-	-	-	-
Sewer Inflow & Infiltration	(170)	-	-	(38)	-	-	-	-	-	-	-	-	-	(132)	-
Sewer Main Upgrade & Expansion	50	-	-	1	-	-	-	-	-	50	-	-	-	-	-
Sewer Upgrades TC - LV Trunk	(979)	-	-	(285)	-	-	-	-	-	(328)	-	(367)	-	-	-
Solid Waste Collection															
Solid Waste Carts	500	-	-	500	-	-	-	-	-	-	-	-	-	-	-
Waste Management Equipment	(125)	-	-	(125)	-	-	-	-	-	-	-	-	-	-	-
Stormwater Management															
Culvert & Debris Upgrades	225	-	-	203	-	-	-	-	-	22	-	-	-	-	-
Storm Main Upgrade & Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Supply and Distribution															
PRV Stations Upgrade & Expansion	520	-	-	468	-	-	-	-	-	52	-	-	-	-	-
Water Main Upgrade & Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
New Capital Total	19,545	7,773	(50)	1,246	-	2,585	1,758	267	(225)	(350)	(1,373)	(183)	2,281	5,717	100
Existing Capital															
Governance & Administration															
Corporate Finances															
Corporate Project Overhead	1,265	1,265	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate Fleet & Equipment Management															
Fleet services Renewal	(915)	-	(915)	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology & Digital Services															
Business systems specialists	369	369	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate Hardware Refresh	700	-	700	-	-	-	-	-	-	-	-	-	-	-	-
Digital Transformation	863	863	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, Recreation, and Culture															
Arts and Culture															
Public Art Annual Program	100	100	-	-	-	-	-	-	-	-	-	-	-	-	-
Library Services															
Capilano Library	71	71	-	-	-	-	-	-	-	-	-	-	-	-	-
Library Collection Renewal	697	697	-	-	-	-	-	-	-	-	-	-	-	-	-
Library Technology Renewal	62	62	-	-	-	-	-	-	-	-	-	-	-	-	-
Lynn Valley Library	70	49	-	-	-	-	-	-	-	-	21	-	-	-	-

Program	Cost	EXISTING CAPITAL			LAND AND HOUSING		NEW CAPITAL			DEVELOPER / PRIVATE			OTHERS		
		Infrast. Reserve	Fleet & Equipment	Utilities	Land	Housing	Transp. & Mobility	Community Health & Safety	Climate & Innovation	Develop. Cost Charges	Community Amenity Contrib.	Offsite/ Private	Borrowing	Grants	General Surplus
Existing Capital															
Parks, Recreation, and Culture															
Museum and Archives															
Museum Equipment	25	25	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks															
Cates Park	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-
Cates Park Wharf	90	90	-	-	-	-	-	-	-	-	-	-	-	-	-
Inter River Park South Washroom	250	250	-	-	-	-	-	-	-	-	-	-	-	-	-
Kilmer Park Washroom	500	500	-	-	-	-	-	-	-	-	-	-	-	-	-
Lynn Canyon Park	394	394	-	-	-	-	-	-	-	-	-	-	-	-	-
Maplewood Farm	350	350	-	-	-	-	-	-	-	-	-	-	-	-	-
Natural Parkland Renewal	1,015	1,015	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Renewal	374	374	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks Equipment Renewal	90	90	-	-	-	-	-	-	-	-	-	-	-	-	-
Playgrounds	105	105	-	-	-	-	-	-	-	-	-	-	-	-	-
Sports Court Renewal	80	80	-	-	-	-	-	-	-	-	-	-	-	-	-
Urban Parkland Renewal	1,365	1,365	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation and Sport															
All NVRC Buildings	510	510	-	-	-	-	-	-	-	-	-	-	-	-	-
All NVRC Weight Room Equipment	185	185	-	-	-	-	-	-	-	-	-	-	-	-	-
Delbrook Community Centre	208	208	-	-	-	-	-	-	-	-	-	-	-	-	-
Karen Magnussen Community Centre	850	850	-	-	-	-	-	-	-	-	-	-	-	-	-
Lions Gate Community Centre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lynn Creek Community Centre	30	30	-	-	-	-	-	-	-	-	-	-	-	-	-
North Vancouver Tennis Centre	340	340	-	-	-	-	-	-	-	-	-	-	-	-	-
Northlands Golf Buildings	(250)	-	83	-	-	-	-	-	-	-	-	-	(333)	-	-
Parkgate Community Centre	665	665	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Golf Course	267	-	267	-	-	-	-	-	-	-	-	-	-	-	-
Public Golf Vehicles and Equipment	180	-	180	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Facilities General	28	28	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Technology Renewal	310	310	-	-	-	-	-	-	-	-	-	-	-	-	-
Ron Andrews Community Centre	102	102	-	-	-	-	-	-	-	-	-	-	-	-	-
Sport Fields Renewal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning & Development															
Land and Property Management															
Lynn Valley Village	1,350	250	-	-	-	-	-	-	-	-	-	-	1,100	-	-
Protective Services															
Fire and Rescue															
Fire Equipment Renewal	(314)	(314)	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Facilities Renewal	200	200	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Ladder Truck Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Vehicles Replacement	(2,250)	-	-	-	-	-	-	(2,250)	-	-	-	-	-	-	-
Police Protection															
Police Facility & Equipment Renewal	512	512	-	-	-	-	-	-	-	-	-	-	-	-	-

Program	Cost	EXISTING CAPITAL			LAND AND HOUSING		NEW CAPITAL			DEVELOPER / PRIVATE			OTHERS		
		Infrast. Reserve	Fleet & Equipment	Utilities	Land	Housing	Transp. & Mobility	Community Health & Safety	Climate & Innovation	Develop. Cost Charges	Community Amenity Contrib.	Offsite/ Private	Borrowing	Grants	General Surplus
Existing Capital															
Transportation															
Road Network															
Bridge Renewals Provision	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-
Road Paving - Renewal	4,330	4,330	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Lighting Renewal	190	190	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Operations Renewal	430	430	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities															
Liquid Waste Management															
Corporate Project Overhead	747	-	-	673	-	-	-	-	-	74	-	-	-	-	-
Lift Stations Renewal	2,867	-	-	2,583	-	-	-	-	-	284	-	-	-	-	-
Sewer Mains	1,000	-	-	901	-	-	-	-	-	99	-	-	-	-	-
Stormwater Management															
Major Culvert Replacement	203	-	-	183	-	-	-	-	-	20	-	-	-	-	-
Storm Mains	1,000	-	-	901	-	-	-	-	-	99	-	-	-	-	-
Water Supply and Distribution															
Corporate Project Overhead	1,373	-	-	1,237	-	-	-	-	-	136	-	-	-	-	-
PRV Stations Renewal	1,400	-	-	1,261	-	-	-	-	-	139	-	-	-	-	-
Water Mains	6,800	-	-	6,127	-	-	-	-	-	673	-	-	-	-	-
Water Reservoirs Renewal	100	-	-	90	-	-	-	-	-	10	-	-	-	-	-
Existing Capital Total	31,443	17,100	315	13,956	-	-	-	(2,250)	-	1,533	21	-	767	-	-
Grand Total	50,988	24,874	265	15,202	-	2,585	1,758	(1,983)	(225)	1,183	(1,352)	(183)	3,048	5,717	100

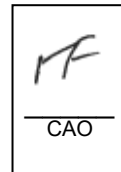
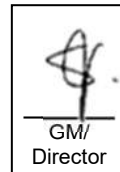
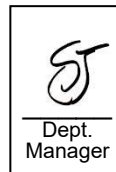
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AGENDA INFORMATION☒ Regular Meeting

Date: July 20, 2026

☐ Other:

Date: _____



The District of North Vancouver

REPORT TO COUNCIL

July 9, 2026

AUTHOR: Nicole Foth, Parks Planning Project Manager
Jessica Lee, Community Planner

SUBJECT: Roche Point Park Dedication Update

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8806, 2026 (Amendment 65)" is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the *Local Government Act*, and upon consideration, additional consultation is not required with respect to Bylaw 8806;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8806 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT "District of North Vancouver Rezoning Bylaw 1467 (Bylaw 8810)" is given First Reading;

AND THAT Bylaw 8806 and Bylaw 8810 are referred to a Public Hearing;

AND THAT Council directs staff to proceed with the proposed workplan for the preparation of a park dedication bylaw as outlined in the report entitled Roche Point Park Dedication Update, dated July 9, 2026, from the Parks Planning Project Manager and Community Planner.

REASON FOR REPORT:

This report responds to the following motion passed by Council at the [April 27, 2026, Regular Meeting of Council](#):

THAT Council direct staff to prepare bylaws for consideration and bring forward relevant information for consideration related to the Roche Point Parklands.

SUMMARY:

This report provides relevant information regarding the District-owned properties referred to as the Roche Point area parklands (the “Site” as shown in **Figure 2**) and proposes a workplan for the preparation of a park dedication bylaw. The proposed workplan includes:

- Introduction of an Official Community Plan (OCP) amendment (Bylaw 8806 in **Attachment 1**) to redesignate four lots from Residential Level 2: Detached Residential (RES2) to Parks, Open Space and Natural Areas (POSNA); and
- Introduction of a Zoning Bylaw amendment (Bylaw 8810 in **Attachment 2**) to rezone areas within the Site from Single-Family Residential One Acre (RS1) Zone and Single-Family Residential 7200 (RS3) Zone to Natural Parkland (NPL) Zone; and
- Preparation of road closure bylaw for the undeveloped road to allow its inclusion within the proposed park dedication area.

BACKGROUND:

Council gave direction to advance work towards consideration of formal park dedication, by bylaw, of the Roche Point area parklands, including Roche Point Park and forest. **Figure 1** shows the area as identified in the [report](#) entitled Roche Point Park Dedication and dated April 16, 2026, authored by Councillor Muri.

Figure 2 shows a detailed map of the Site, in alignment with the general boundaries identified in Figure 1, which comprises 23 District-owned parcels and an undeveloped road extending north through the Site from Roche Point Drive, which is to the south of the Site. The total Site area is approximately 25.75 hectares (63.6 acres). It is located adjacent to Tsleil-Waututh Nation Reserve No. 3, the Seymour Golf and Country Club, Sherwood Park Elementary School, and low-density residential areas. The Site consists of a playing field and an adjacent forested area which is considered of high ecological value due to its diverse understory and older growth trees. There is no existing park dedication or reserve bylaw that apply to the Site.

Figure 1. Area Map from Council Report dated April 16, 2026 (outlined in black)



Figure 2: Detailed Site Map of District-owned Lands (outlined in red)



1983 Seymour Development Program

The Site and adjacent low-density residential areas were previously part of the District's Seymour Development Program, established in 1983. The program planned to extend Roche Point Drive and create a new low-density residential development. The program was not fully implemented on the Site due to environmentally sensitive habitat, technical issues, and significant community opposition.

2003 Seymour Local Plan

Subsequently, the 2003 Seymour Local Plan largely redesignated the lands from residential to park, with the exception of four subdivided District-owned lots remaining designated for low-density residential development. There were no changes to existing residential zoning or the previously approved subdivision layout at that time. Since then, there has been no action to develop the Site, and it has served the community as forest, trails, and recreation.

EXISTING POLICY:

Official Community Plan (2011)

- Goal 6: Conserve the ecological integrity of our natural environment, while providing for diverse park and outdoor recreational opportunities.

Parks and Open Space Strategic Plan (2012)

- Section 5.4.5: Protect and conserve biological diversity.

- Section 5.4.5: Identify strategies to protect old growth forests including the Roche Point forest.
- Section 5.4.5: Continue to review District parkland to determine candidates for dedication for parks and recreation purposes.

Climate Change Adaptation Strategy (2017)

- Action Objective 7: Restore and protect existing native biodiversity

Draft Nature and Biodiversity Strategy (April 2026)

- Strategic Theme 1: Protect natural areas and ecological processes through land use planning and regulations.

ANALYSIS:

This section provides relevant information and staff's analysis about the Site for Council's consideration of OCP amendment Bylaw 8806 (**Attachment 1**) and Zoning Bylaw amendment Bylaw 8810 (**Attachment 2**) and the process for preparing a park dedication bylaw.

Park Dedication

Lands intended for park uses are typically identified through zoning (Zoning Bylaw) and long-range land use designations (OCP Bylaw). For municipal-owned lands, a local government has an additional, third option to formally dedicate or reserve their lands, by bylaw, for park and recreation purposes and to legally restrict how the lands may be used. The dedication of lands as park by bylaw is optional and not required for District-owned land to be used and enjoyed for park purposes.

Section 30 of the *Community Charter* outlines the statutory procedures for adopting and rescinding park dedication bylaws, as well as regulations for how the dedicated park lands can be used. Some of the statutory procedures and regulations include:

- A bylaw that dedicates municipal property as a park may only be adopted by an affirmative vote of at least two thirds (2/3) of all Council members;
- A bylaw that removes park dedication may only be adopted with the assent of the electors, either by referendum or alternative approval process; and
- Any bylaws adopted or works undertaken by Council that directly impact the dedicated parklands must be consistent with park purposes.

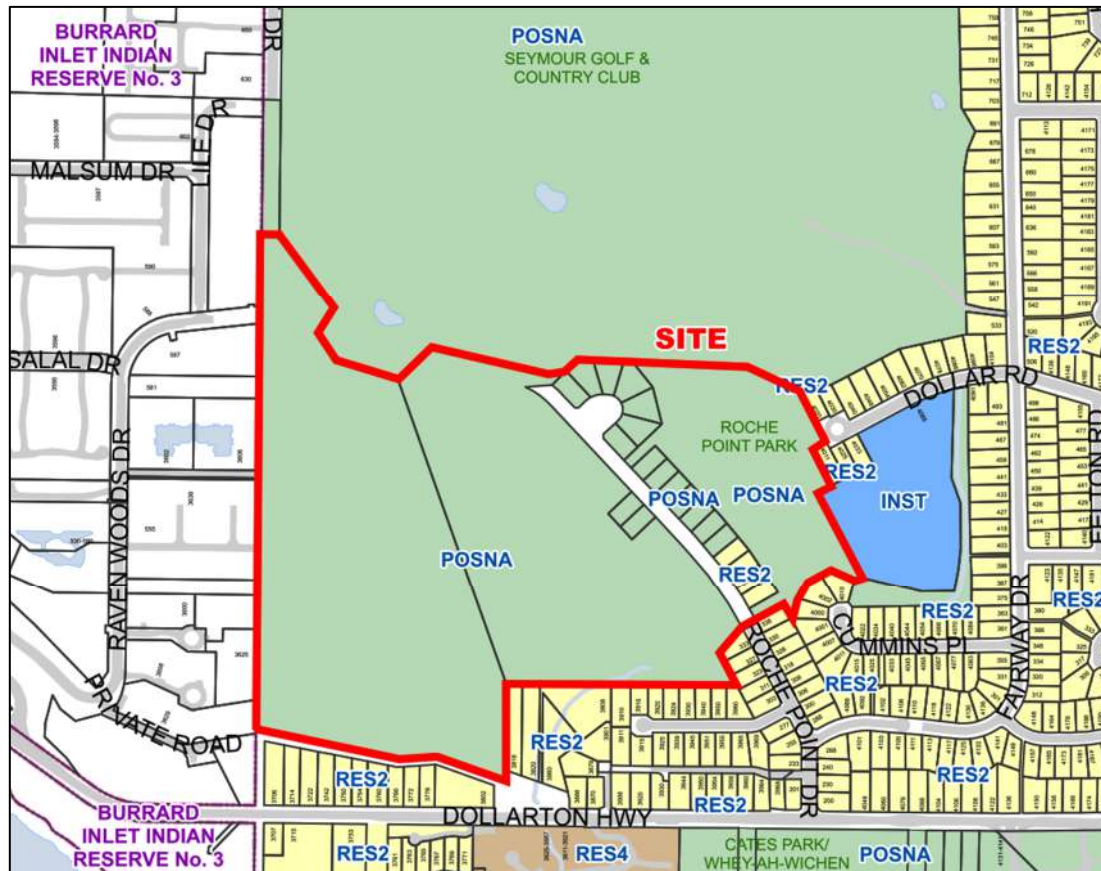
If adopted by Council, the park dedication bylaw would require the lands to be used only for park purposes and remain owned by the District. While there is no legislation that explicitly defines park purposes, land uses that courts have considered to be consistent with park purposes include ecological conservation, urban recreation, trails, public gatherings, small-scale commercial that supports park use (e.g., a concession stand or restaurant), buildings that support park uses (e.g. washrooms), park access roads, parking, and utilities.

If the District wished to dispose of the lands or use any portion of the lands for non-park purposes, the dedication for a portion or all of the lands would need to be reversed by bylaw and with the assent of the electors as stated above.

Official Community Plan Land Use

Figure 3 shows the current OCP land use designations for the Site. The majority of lots are designated POSNA and four lots are designated RES2.

Figure 3: Current OCP Land Uses of Site

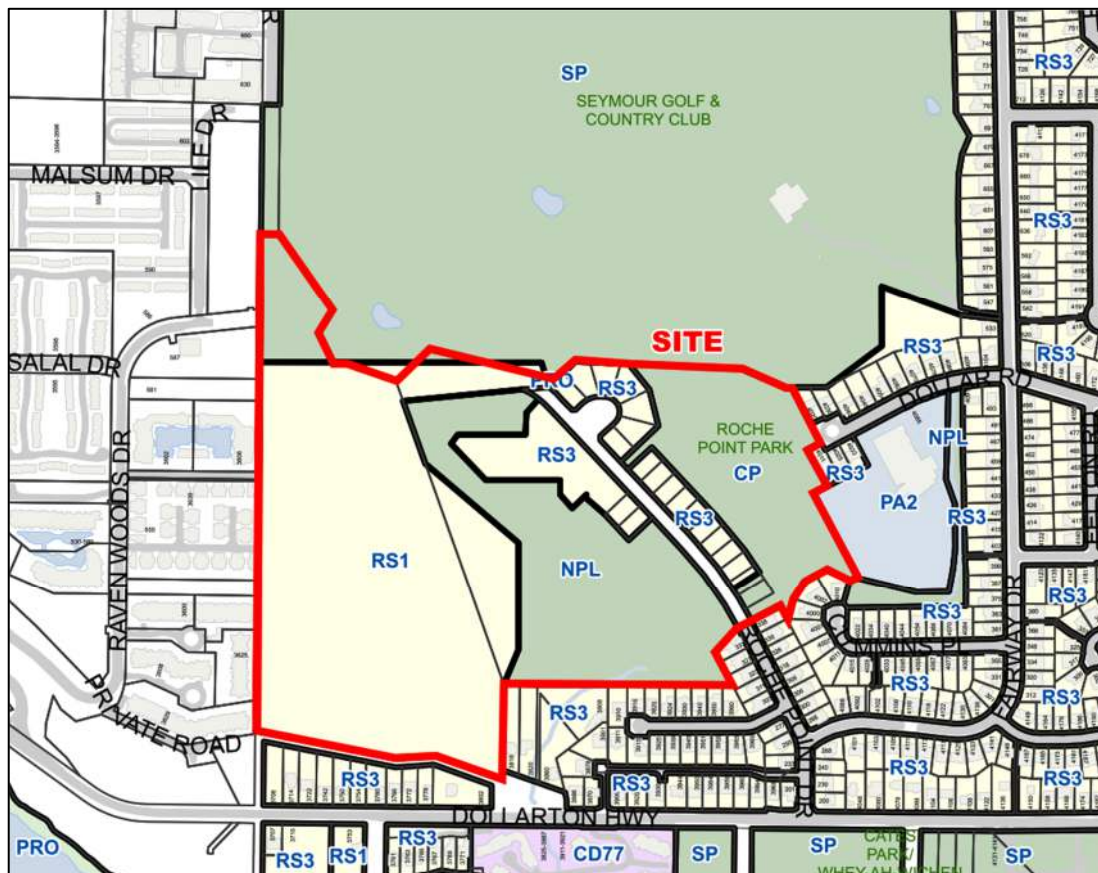


As per Section 478 of the *Local Government Act*, any bylaws adopted by Council after the adoption of the OCP must be consistent with the OCP. As the Site contains lands identified as RES2 in the OCP, as park designation bylaw would be inconsistent with the OCP; therefore, staff propose Bylaw 8806 (**Attachment 1**) for Council's consideration to redesignate the four lots from RES2 to POSNA. This OCP amendment process is required in order to facilitate the dedication of the entire Site for park. The OCP amendment process requires a Public Hearing.

Zoning

Figure 4 shows the current zoning of the Site, which includes a mix of the following zones: Natural Parkland (NPL); Park, Recreation and Open Space (PRO); Special Purpose Park (SP); Community Park (CP); and Single-Family Residential (RS).

Figure 4: Current Zoning of Site



While lands are not required to be zoned park to consider adoption of a park dedication bylaw¹, staff recommend rezoning the residential-zoned lands to park in order to provide greater clarity and consistency with a park dedication bylaw. Zoning Bylaw amendment Bylaw 8810 (**Attachment 2**) is prepared for Council's consideration to rezone the residential-zoned portions of the Site to Natural Parkland Zone (NPL). The NPL zone permits principal uses including greenbelts and natural areas, habitat management and enhancement facilities, interpretive facilities, and trails. No changes to the existing RS zoning are proposed outside of the Site on the District-owned land leased to the Seymour Golf & Country Club at this time.

A Public Hearing is required and would be scheduled concurrently with the Public Hearing for OCP amendment Bylaw 8806.

Environmental Values

The Site's environmental values include the following:

- Moderate to very high biodiversity potential (**Figure 5**);
- A core habitat hub (major patch) in the District's Habitat Network (**Figure 6**). Habitat hubs are important for supporting biodiversity;

¹ A park dedication bylaw would override any existing zoning provisions that may conflict with the intended park purposes.

- Habitat features that support a variety of species (e.g. densely vegetated riparian areas, native plant species, robust understory vegetation, variety of tree ages);
- Documented occurrences of environmentally significant species (e.g. critically endangered pacific water shrew, raptor nests);
- Roche Point Creek and surrounding riparian area; and
- Forms part of a north-south wildlife corridor connecting mountain to ocean.

Figure 5: Biodiversity Rank of Site²**Figure 6: Habitat Network of Site¹**

Staff reviewed recent and historic environmental studies and reports for the Site and surrounding areas and indicated the ecological characteristics identified generally remain relevant to today, including habitat values, species, and habitat connectivity. This includes technical work completed to support the District's draft Nature and Biodiversity Strategy (currently in development), as well as the 2012 biophysical report authored by David Cook³.

The Site is within the Development Permit Areas for the protection of the natural environment, streamside protection, wildfire hazard, and slope hazard.

Real Estate

Except for four single-family lots, the Site is designated in the OCP for parks, open space, and natural areas. Should Council wish to instead develop the property in accordance with the existing single-family zoning, which totals 14.5 hectares (35.8 acres), staff estimate a net revenue of approximately \$3-4M per acre after servicing and access costs.

Undeveloped Road (Roche Point Drive)

The Site includes an undeveloped road that was originally envisioned by the 1983 Seymour Development Program to accommodate the extension of Roche Point Drive south of the site (as mentioned in the Background section of this report). This undeveloped road is shown in **Figure 7** and is approximately 0.8 hectares (2 acres). A park dedication bylaw cannot be

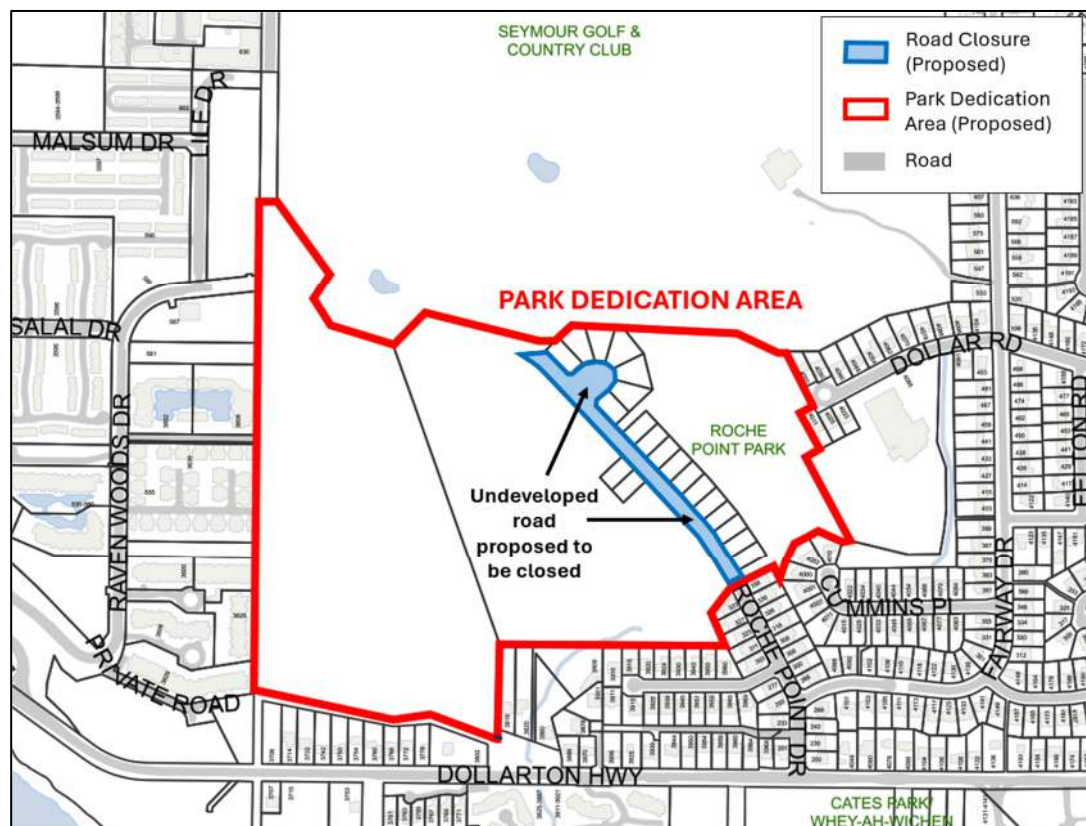
² Draft Nature and Biodiversity Strategy (April 2026)

³ "Biophysical Analysis and Recommendation for Rezoning to Parkland of Roche Point Forest, District of North Vancouver" by David Cook, dated December 23, 2012. (Not commissioned by the District.)

applied to an undeveloped road; it must be legally closed first, then it can be formally dedicated as a park.

Staff will bring forward a road closure bylaw for Council's approval for the undeveloped road to allow its inclusion within the park dedication bylaw. Council adoption of the road closure bylaw would be required prior to the introduction of the park dedication bylaw.

Figure 7: Proposed Park Dedication Area (outlined in red) and Road Closure (outlined in blue)



Utilities

There is existing municipal utility infrastructure located within the Site, including water, sanitary, and stormwater servicing infrastructure. Future improvements to utility infrastructure within the Site are generally not considered to affect the use of the lands for park purposes and is not likely to be impacted with future park dedication of the Site.

Parks Infrastructure & Planning

Existing park infrastructure within the Site includes a grass sports field, parking lot and benches in Roche Point Park, and the Roche Point Trail with pedestrian bridges. The trail connects the Roche Point neighbourhood to Parkgate Village Centre (via Roche Point Drive) and the Ravenwoods neighbourhood on Tsleil-Waututh Nation lands.

There are no current plans for a park planning process or additional park development, with exception of the [Spirit Trail Eastern Extension](#) (including Roche Point Trail; this segment was

deferred by Council at the January 27, 2025 Regular Meeting). As a public pathway, the Spirit Trail and associated infrastructure would be compatible with park purposes in a park dedication bylaw.

WORKPLAN & TIMING/APPROVAL PROCESS:

Should Council direct staff to proceed with steps towards a park dedication bylaw as per the staff recommendation, **Table 1** outlines the proposed workplan with potential timing of the approvals process.

Table 1: Proposed Workplan, Timing, and Approvals Process

Proposed Workplan			
Item	OCP & Zoning Bylaw amendments	Undeveloped road closure	Park dedication
Description	Council consider an OCP bylaw amendment (Bylaw 8806) and Zoning Bylaw amendment (Bylaw 8810) to redesignate Site and rezone portions of the Site to parks. Bylaw 8806 is required before adoption of a park dedication bylaw for the Site.	Council consider a road closure bylaw for the undeveloped road (shown in Figure 7 above) and undertake necessary approvals process.	Council consider a park dedication bylaw for the area shown in Figure 7 above and undertake necessary approvals process.
Proposed Timing & Approvals Process			
July 2026	First Reading of Bylaws 8806 and 8810	Council direction to proceed	Council direction to proceed
August 2026		Staff prepare bylaw and complete necessary requirements	Staff prepare bylaw and complete necessary requirements
September 2026	- Public Hearing for Bylaws 8806 and 8810 - Second and Third Readings of Bylaws 8806 and 8810	- First, Second, Third Readings of road closure bylaw - Adoption of road closure bylaw	First, Second, Third Readings of park dedication bylaw
October 2026	Adoption of Bylaws 8806 and 8810		Adoption of park dedication bylaw (requires affirmative vote of at least two thirds of Council)

PUBLIC INPUT & CONSIDERATION OF CONSULTATION:Bylaw Amendments

A Public Hearing is required by legislation for all OCP bylaw amendments and Zoning Bylaw amendments that are inconsistent with the current OCP. For OCP bylaw amendments,

Sections 475 and 476 of the *Local Government Act* require that a local government must provide one or more opportunities for consultation with persons, organizations and authorities it considers will be affected, and specifically consider whether consultation is required with the regional district/board, the Council of adjacent municipalities, First Nations, boards of educations, and the Provincial and Federal governments.

As the proposed OCP amendment is to redesignate four undeveloped single-family lots from RES2 to POSNA, staff believe the level of land use impact on residents and organizations is low.

As part of the Public Hearing process, public notification includes notice in the local newspaper, a sign on the property, and letters mailed to the neighbours. The notice will include the purpose of the bylaw amendments, which is to facilitate a park dedication bylaw.

Park Dedication Bylaw

Once a park dedication bylaw is in place, a bylaw to remove it may be adopted only with the assent of the electors, either by referendum or alternative approval process.

CONCURRENCE:

This report has been reviewed by Legal, Engineering Infrastructure Services, Environment, Finance, Planning, and Real Estate.

FINANCIAL IMPACTS:

Refer to the Real Estate section of this report for discussion of land value of undeveloped lots and financial considerations. No incremental capital or operating impacts are anticipated from the proposed Official Community Plan Bylaw amendment, Zoning Bylaw amendment, or park dedication bylaw, as the District currently owns and maintains the site.

CLIMATE AND ENVIRONMENT IMPACTS:

Protection of this important habitat area supports the District's goals to protect and enhance biodiversity, including pollination, forests, soil, and clean water, and provides climate resilience benefits including carbon sequestration and natural cooling infrastructure.

LIABILITY/RISK:

The proposed workplan and bylaw requirements were developed in consultation with the District's Municipal Solicitor. There is no anticipated legal risk associated with adoption of a park dedication bylaw for the Site provided that the processes set out in this report are followed.

CONCLUSION:

This report provides background information for the Site referred to as Roche Point area parklands to supplement Council's desire to prepare a park dedication bylaw for this Site. Upon review, staff recommend the following bylaw amendments for Council's consideration:

- Bylaw 8806 (OCP amendment bylaw) to redesignate four lots from RES2 to POSNA; and

- Bylaw 8810 (Zoning Bylaw amendment) to rezone portions of the Site from RS1 Zone and RS3 Zone to NPL Zone.

Should Council give direction to staff to proceed with the recommended workplan described in this report, staff will proceed with a road closure process and prepare a park dedication bylaw for Council's consideration alongside Bylaws 8806 and 8810. The resulting area proposed for a future park dedication bylaw is shown in **Figure 7**.

OPTIONS:

1. THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8806, 2026 (Amendment 65)" is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the *Local Government Act*, Council confirm that upon consideration, additional consultation is not required with respect to Bylaw 8806;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8806 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT "District of North Vancouver Rezoning Bylaw 1467 (Bylaw 8810)" is given First Reading;

AND THAT Bylaw 8806 and Bylaw 8810 are referred to a Public Hearing;

AND THAT Council directs staff to proceed with the proposed workplan for preparation of a park dedication bylaw as outlined in the report entitled Roche Point Park Dedication Update, dated July 9, 2026, from the Parks Planning Project Manager and Community Planner;
(staff recommendation)

OR

2. Take no further action on Bylaw 8806, Bylaw 8810, and the proposed workplan for preparation of a park dedication bylaw.

Respectfully submitted,



Nicole Foth
Parks Planning Project Manager



Jessica Lee
Community Planner

ATTACHMENTS:

Attachment 1: Bylaw 8806 – Official Community Plan Amendment

Attachment 2: Bylaw 8810 – Zoning Bylaw Amendment

REVIEWED WITH:		
☐ Business and Economic _____	☐ Finance _____	External Agencies: ☐ Library Board _____ ☐ Museum and Archives _____ ☐ NSEM _____ ☐ NS Health _____ ☐ NVRC _____ ☐ RCMP _____ ☐ Other: _____
☐ Bylaw Services _____	☐ Fire Services _____	
☐ Clerk's Office _____	☐ Golf _____	
☐ Climate and Biodiversity _____	☐ Housing _____	
☐ Communications _____	☐ Human Resources _____	
☐ Community Planning _____	☐ Integrated Planning _____	
☐ Development Engineering _____	☐ ITS _____	
☐ Development Services _____	☐ Parks _____	
☒ Engineering Infrastructure <u>AB</u>	☒ Planning <u>DM</u>	
☐ Engineering Public Works _____	☒ Real Estate <u>JR</u>	
☒ Environment <u>EN</u>	☒ Solicitor <u>HG</u>	
☐ Facilities _____	☐ Transportation _____	

The Corporation of the District of North Vancouver

Bylaw 8806

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900,
2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8806, 2026 (Amendment 65)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Amend Part 1: Community Structure, Map 2: The District of North Vancouver Official Community Plan – Land Use Map by changing the land use designation from “Residential Level 2: Detached Residential” (RES2) to “Parks, Open Space, and Natural Areas” (POSNA) for the properties illustrated on Schedule A.

READ a first time by a majority of all Council members.

PUBLIC HEARING held

READ a second time by a majority of all Council members.

READ a third time by a majority of all Council members.

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8806

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8806 (Amendment 65)



Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from "Residential Level 2: Detached Residential" (RES2) to "Parks, Open Space, and Natural Areas" (POSNA)



The Corporation of the District of North Vancouver

Bylaw 8810

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1467 (Bylaw 8810)”.

2. Amendments

2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

- a) The Zoning Map is amended in the case of the lands illustrated on Schedule A by rezoning the lands from Single-Family One Acre Zone (RS1) and Single-Family 7200 Zone (RS3) to Natural Parkland Zone (NPL).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

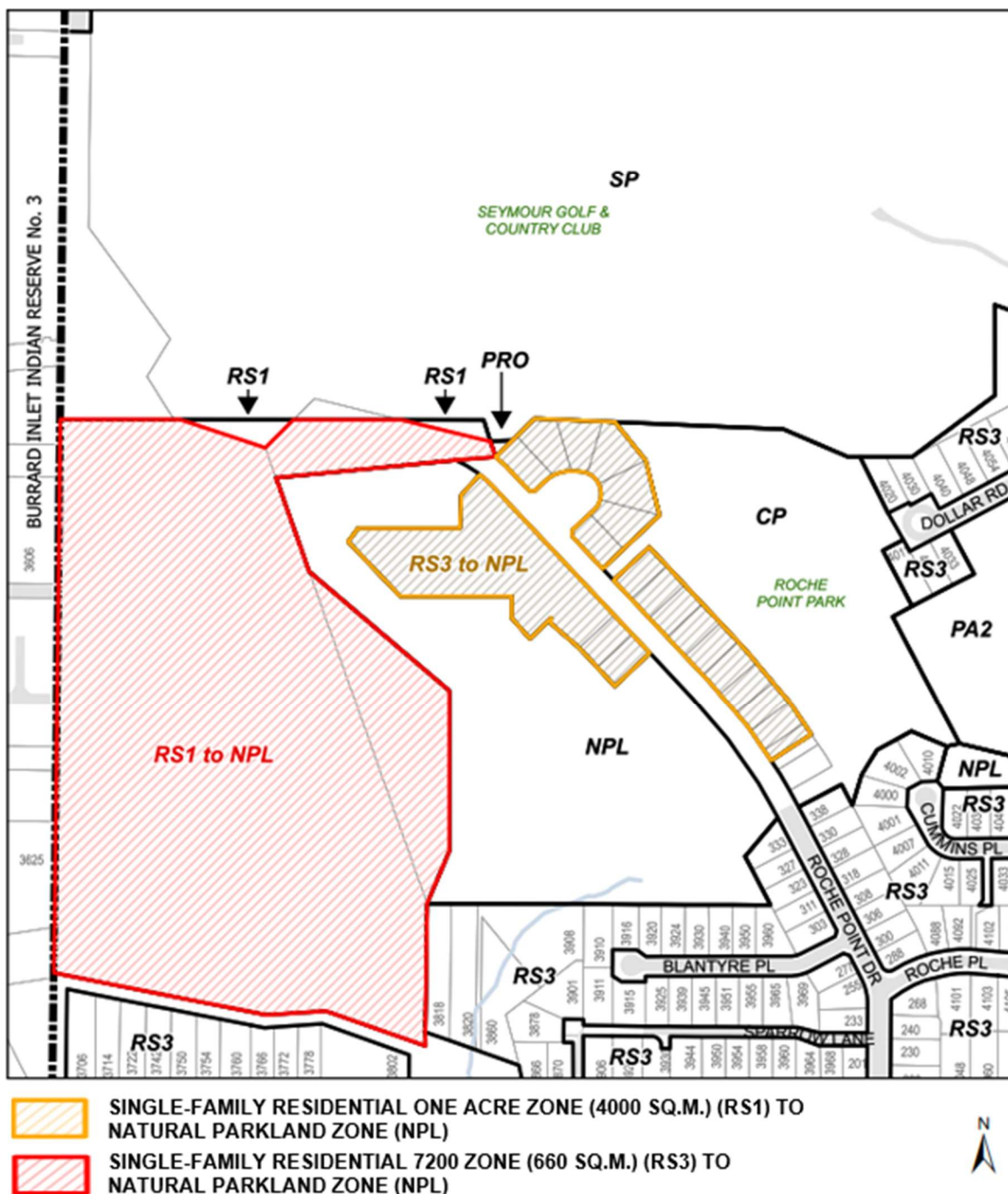
ADOPTED

Mayor

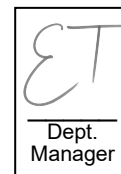
Corporate Officer

Schedule A to Bylaw 8810

District of North Vancouver Rezoning Bylaw 1467 (Bylaw 8810)



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



The District of North Vancouver REPORT TO COUNCIL

July 8, 2026

File: ENGIPG-910695465-885

AUTHOR: Mac Fitzgerald, Senior Transportation Planner

SUBJECT: Digital Advertising Opportunity at Bus Stops

RECOMMENDATION:

THAT Council direct the Municipal Engineer to negotiate and execute an amendment to the existing agreement with Pattison Outdoor Advertising to permit digital advertising at bus stops.

AND THAT Council support the installation of digital advertising at the bus stop locations identified in the report titled "Digital Advertising Opportunity at Bus Stops" dated June 23, 2026, and authorize the Municipal Engineer to approve additional locations in the future where mutually agreed upon with Pattison Outdoor Advertising.

REASON FOR REPORT:

Pattison Outdoor Advertising ("Pattison") is the District's provider of bus shelters containing advertising. Pattison has identified an opportunity to introduce digital advertising at select existing bus stops within the District. This report outlines the proposal and seeks Council direction on whether staff should proceed further.

SUMMARY:

Pattison Outdoor Advertising is seeking the District's agreement to install digital advertising displays at up to seven initial bus shelter locations, subject to site feasibility reviews. Approval would require an amendment to the existing 2015 agreement with Pattison to permit digital advertising.

The proposal includes up to two new bus shelters with digital advertising, as well as retrofitting five existing bus shelters to include digital advertising displays. The proposed digital displays would increase District revenue, enhance emergency notification capabilities, and provide space for municipal messaging at no cost to the District. Council direction is sought on whether to amend the agreement, support the initial seven locations, and authorize the Municipal Engineer to approve additional locations in the future.

EXISTING POLICY:

Pattison is granted an exclusive license to install, operate and maintain bus shelters that contain commercial advertising within the District as outlined in the Agreement between Pattison and the District, dated January 16, 2015.

Advertising signs on bus shelters are exempt from the District Sign Bylaw (7532) with delegated authority granted to the Municipal Engineer, as outlined in Table 1 of the District Sign Bylaw.

BACKGROUND:

Since 2017, Pattison has continued to convert transit shelters from static paper advertising to digital advertising across the Lower Mainland, including in the District of West Vancouver and the Cities of North Vancouver, Burnaby, Surrey, Coquitlam, Maple Ridge and Richmond.

Recently, Pattison approached District staff with interest in deploying digital advertising at select transit shelters. An amendment to the 2015 Agreement with Pattison would be needed to allow for digital advertising, subject to Council approval.

ANALYSIS:

Each digital advertising display cycles through eight advertising spaces on a 64-second loop, with each advertisement displayed for eight seconds. Pattison has proposed offering one of the eight advertising spaces at each shelter for District use, at no cost, to communicate municipal and community messages. This would provide the District with an additional communications channel to convey current or emerging District messaging at these locations.

Digital advertising units support same day and real-time advertising. This versatility allows transit shelters to be integrated into emergency alert systems. Pattison's Network Operations Centre coordinates with the RCMP and the Province to override advertising displays and broadcast critical emergency and AMBER Alert notifications, when needed.

The digital displays are designed to integrate with the existing streetscape and maintain a similar appearance to traditional static bus shelter advertisements. Each unit uses ambient light sensors to automatically adjust screen brightness in real time based on surrounding light conditions, increasing brightness during the day and reducing it at night. This helps maintain lighting levels comparable to those of existing illuminated static bus shelter advertisements.

For several years, Pattison has deployed digital advertising across the region, including on the north shore (City of North Vancouver and District of West Vancouver) and other parts of Metro Vancouver (Surrey, Burnaby, Maple Ridge and Richmond). According to Pattison, no public feedback has been received regarding the digital advertisements. Should public concerns arise, Pattison has indicated that it will work with District staff to review the issues and identify potential measures to address them.

Timing/Approval Process:

Pattison is currently contemplating up to seven initial locations, identified in Table 1. The identified locations were shortlisted by Pattison and District staff as high traffic areas, with available power supply, as well as sufficient road right-of-way for a new shelter, where applicable. The proposed locations are subject to further on-site feasibility review by Pattison prior to construction. Subject to Council direction, the initial set of digital shelter locations is envisioned for implementation in late 2026/ early 2027.

Table 1: Potential sites for shelters with digital advertising

Address	Bus Stop	Status
Eastbound Mt Seymour Pkwy @ Seymour Blvd*	54029	Future Shelter
Westbound Mt Seymour Pkwy @ Seymour Blvd	54076	Existing Shelter
Southbound Mountain Hwy @ Lynn Valley Rd*	54002	Future Shelter
Westbound Marine Dr @ Capilano Rd	60376	Existing Shelter
Eastbound Marine Dr @ Capilano Rd	54413	Existing Shelter
Westbound Dollarton Hwy @ Amherst Ave	58532	Existing Shelter
Eastbound Dollarton Hwy @ Amherst Ave	58531	Existing Shelter

Additional shelter locations may be identified in the future through mutual agreement between Pattison and the District under the authority of the municipal engineer, consistent with the existing 2015 agreement. New shelters are typically located in high traffic areas, with minimal impact to residents. Future shelter locations will continue to be carefully evaluated by both Pattison and District staff to minimize impacts on adjacent properties and resident views.

Financial Impacts:

Per the current terms of the January 2015 Agreement, Pattison covers the cost to install, operate and maintain bus shelters that contain advertising messages.

Digital advertising could significantly increase bus shelter revenues. Pattison has proposed that the District receive 25% of net revenues for each digital shelter. Future net revenue estimates from Pattison to the District are approximately \$13,700 annually for a one-sided digital advertising unit and approximately \$20,400 annually for a two-sided unit. At these values, assuming all seven proposed locations are implemented, this could generate new annual revenue for the District in the range of approximately \$95,900 to \$142,800, subject to advertiser demand. The exact revenue sharing model would need to be finalized as part of the updated legal agreement.

Options:

THAT Council direct the Municipal Engineer to negotiate and execute an amendment to the existing agreement with Pattison Outdoor Advertising to permit digital advertising at bus stops **(recommended by staff)**.

AND THAT Council support the installation of digital advertising at the bus stop locations identified in the report titled “Digital Advertising Opportunity at Bus Stops” dated June 23, 2026, and authorize the Municipal Engineer to approve additional locations in the future where mutually agreed with Pattison Outdoor Advertising **(recommended by staff)**.

OR

THAT Council direct staff not to pursue digital advertising opportunities with Pattison Outdoor Advertising at this time **(not recommended by staff)**.

Respectfully submitted,



Mac Fitzgerald
Senior Transportation Planner

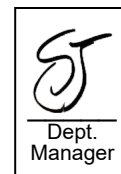
REVIEWED WITH:			
☐ Business and Economic	_____	☒ Finance	<u>EI</u>
☐ Bylaw Services	_____	☐ Fire Services	_____
☐ Clerk's Office	_____	☐ GIS	_____
☐ Climate and Biodiversity	_____	☐ Human Resources	_____
☒ Communications	<u>CG</u>	☐ Integrated Planning	_____
☐ Community Planning	_____	☐ ITS	_____
☐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

AGENDA INFORMATION☒ Regular Meeting

Date: July 20, 2026

☐ Other:

Date: _____



The District of North Vancouver

REPORT TO COUNCIL

July 8, 2026

File: 13.6770/Climate Change/File

AUTHOR: Adam Wright, Sustainability Projects Manager**SUBJECT:** Climate Action Update**RECOMMENDATION:**

THAT the July 8, 2026 report of the Sustainability Projects Manager entitled 2026 Climate Action Update, is received for information;

AND THAT the Mayor send a letter to the Province outlining the need for continued Local Government Climate Action Program and FireSmart wildfire fuel reduction funding.

REASON FOR REPORT:

The purpose of this report is to:

- Provide Council with a summary of progress on the District's greenhouse gas emissions reduction and climate resilience initiatives;
- Advise Council of the cessation of the provincial Local Government Climate Action Program (LGCAP) and FireSmart wildfire fuel reduction funding programs, and recommend a letter be sent to the Province advocating for continued funding.

SUMMARY:

The District continues to make progress in reducing emissions and adapting to the impacts of climate change. Community emissions in 2025 have decreased by 21% below the baseline 2007 year. Corporate emissions from District operations in 2025 have decreased by 31% below the baseline 2011 year. Emissions reductions are driven by several factors, including improvements in the energy efficiency of vehicles, increased trips by walking, cycling, and transit, increased uptake of electric vehicles, and improvements in energy efficiency and low carbon buildings.

The District has also made progress in increasing resilience to climate change. Recent initiatives include restoring eroded shoreline areas susceptible to sea level rise in partnership with the Tsleil-Waututh Nation, improving building cooling and air filtration for wildfire smoke and extreme heat events, and reducing community wildfire risk through proactive forest management programs.

Continued leadership from Council, engagement with staff and community members, and strategic investments will be essential to reaching the District's long term goals.

Since 2007, the District has received annual provincial funding through the Local Government Climate Action Program (LGCAP), and its predecessor program. Staff were recently made aware that this funding has not been included in the provincial [Ministry of Energy and Climate Solutions 2026/27 - 2028/29 Service Plan](#). Funding for the provincial [Firesmart program](#) is also limited, and annual funding for fuel management previously accessed by the District is no longer available.

This report recommends that a letter be sent to the Province outlining the impact of eliminating these funding programs and the need for this funding to continue.

BACKGROUND:

In 2019, Council adopted the Community Energy and Emissions Plan (CEEP) which set a target of 45% emissions reduction from 2007 levels by 2030 and 100% reduction by 2050. The District is taking action in six areas to reduce greenhouse gas emissions, protect and enhance ecosystem health and biodiversity, and improve our resilience to climate change (Figure 1):



Figure 1: Six key directions for climate action and environmental health

EXISTING POLICY:

Reducing emissions and improving resilience to climate change are priorities that are integrated in District-wide strategic plans including the 2011 Official Community Plan, the 2017 Climate Adaptation Strategy, the 2019 Community Energy and Emissions Plan (CEEP), 2021 OCP Action Plan, 2023-2026 Corporate Plan, and 2024 Electric Vehicle Strategy. The 2021 OCP Action Plan's climate lens calls for projects and policies to be evaluated for alignment with emissions reduction and climate resilience.

ANALYSIS:

The CEEP identifies key sources of emissions in the District, including transportation (52%), buildings (41%), and waste (7%) (Figure 2).



Figure 2: Sources of emissions in the District (CEEP, 2019)

Progress on Community Targets

Since 2007, community-wide emissions in the District have decreased by 21% overall (Figure 3), while energy consumption has decreased by 13%. Over the past 18 years, the community has grown, and emissions per person have decreased by 34% compared to the 2007 baseline.

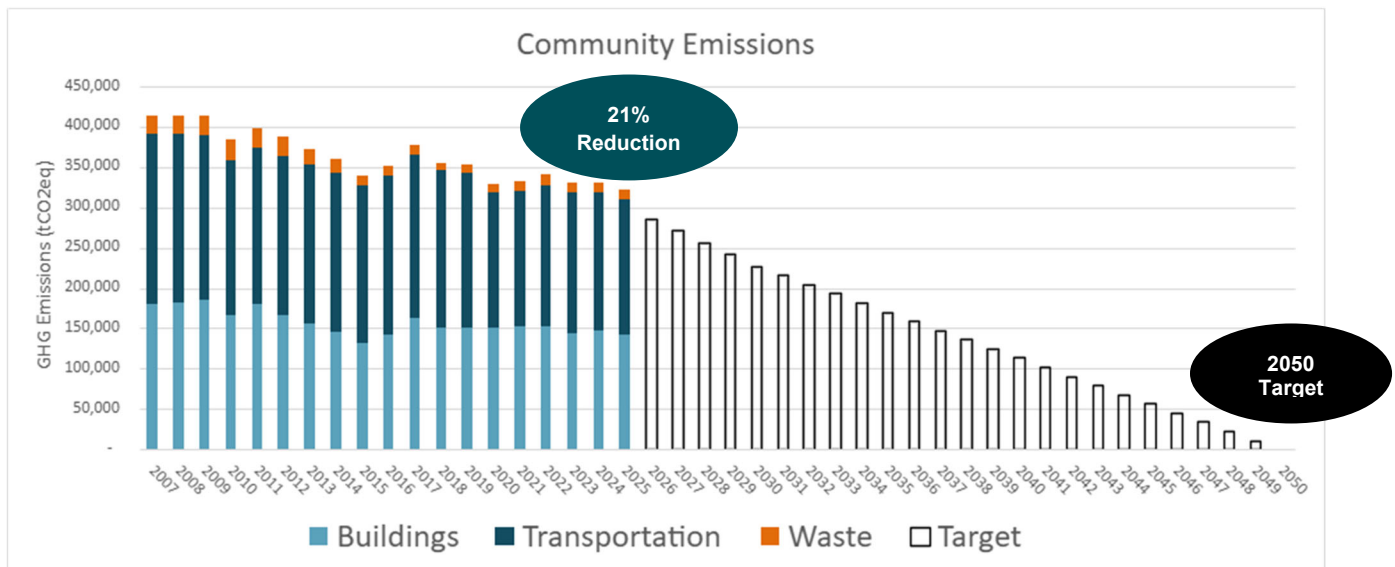


Figure 3: Annual community emissions from 2007 to 2025

Transportation emissions have decreased by 20% since 2007. Reductions are due to an increase in walking and cycling trips, increasing adoption of electric vehicles, increasing vehicle fuel efficiency, and reductions in kilometres driven. Recent initiatives include:

- **Implementing active transportation initiatives** that are demonstrating an increase in walking, cycling, and a decrease in trips by personal vehicles.
- **Expanding the public electric vehicle charging network** for those lacking access to charging at home, as guided by the District's Electric Vehicle Strategy.
- **Supporting EV Ready buildings** to increase access to charging in new construction and avoiding costly future retrofit costs.

In 2025, 25% of new passenger vehicle registrations in the District were electric, higher than the regional and provincial average.

Building emissions have decreased by 19% since 2007. Reductions are due to improvements in energy efficiency and lower carbon energy sources for buildings. Annual emissions from buildings can fluctuate with weather variations, rising in colder years as more natural gas is used for heating. Recent initiatives in the building sector include:

- **Implementing the BC Energy Step Code and Zero Carbon Step Code** in coordination with the District of West Vancouver and the City of North Vancouver to reduce energy use and emissions from new construction.
- **Expanding the North Shore Jump on a New Heat Pump program** in partnership with neighbouring jurisdictions to support residents in making energy efficiency upgrades to their homes.

Waste emissions have decreased by 43% since 2007. Reductions are due to increased waste diversion and improvements in landfill gas capture. Recent initiatives in the waste sector include:

- **Implementing the Demolition Waste Reduction Bylaw** to divert approximately 65,000 kg of wood from landfills since 2023, through a wood salvage requirement for older homes.
- **Implementing landfill gas capture**, including a biological system to capture and absorb methane and other landfill gas emissions.
- **Diverting waste**, including 67% of curbside recyclable and compostable material from the waste stream.
- **Advancing zero waste initiatives**, such as hosting Repair Cafes to fix broken household items.

The CEEP outlines 24 high-level strategies and associated actions to reduce energy usage and emissions in the following categories: land use and transportation, buildings and energy, solid waste, and urban forestry. As of 2026, all but one of these strategies are being implemented (Attachment 1), and since adoption of the CEEP in 2019, the District is seeing increasing adoption of clean energy technologies, including increasing electrical permits issued for heat pumps, EV charging, and solar photovoltaic panels (Attachment 2).

Progress on Corporate Targets

Corporate emissions have decreased by 31% since 2011 despite an expansion in the District's building footprint and number of fleet vehicles to provide services to a growing population (Figure 4). While annual fluctuations can occur due to factors like weather and operational shifts, the overall trend is downward.

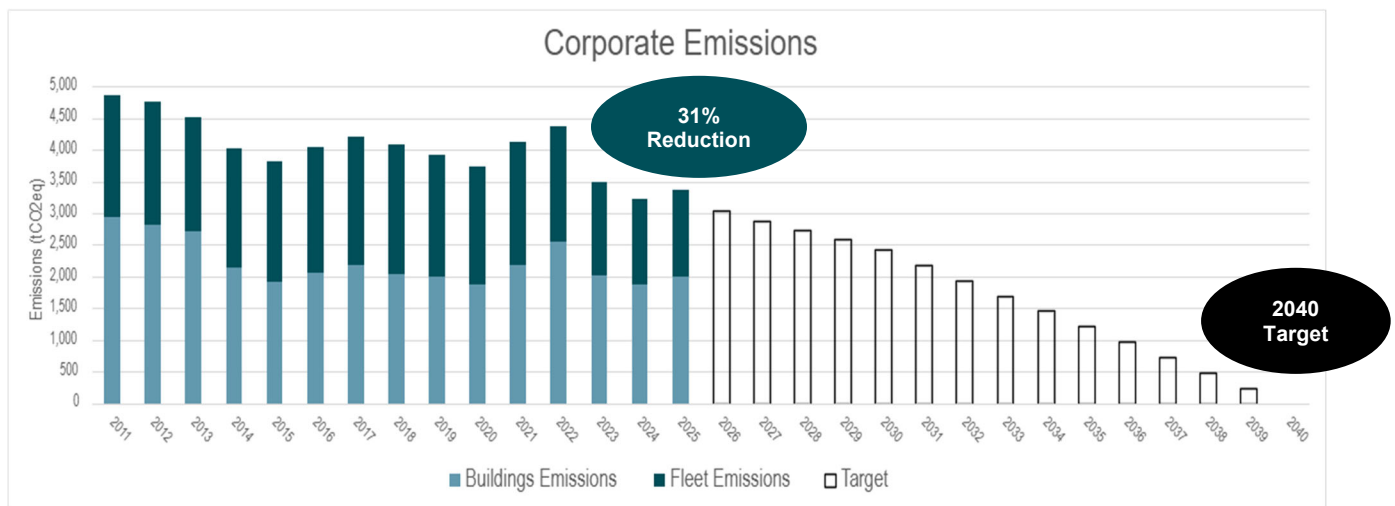


Figure 4: Annual corporate emissions from 2011 to 2025

Corporate buildings emissions decreased by 32% compared to 2011, primarily due to low carbon new construction, energy upgrades and improvements in energy efficiency. Recent initiatives include:

- **Completing low carbon energy and energy efficiency upgrades** as part of lifecycle renewal of building systems at District Hall, Northlands Golf Course, Operations Centre, Parkgate Library and Parkgate Community and Recreation Centre.
- **Completing lower emissions new buildings** including the Lynn Creek Community Recreation Centre and Maplewood Fire and Rescue Centre.
- **Adopting and implementing energy and emissions frameworks** including the Strategic Facilities Planning Framework and the Climate Ready Municipal Buildings policy to guide long-term decision-making.

Corporate fleet emissions decreased by 29% compared to 2011, primarily due to the electrification of fleet vehicles and the use of renewable diesel in larger fleet vehicles. Recent initiatives include:

- **Transitioning the fleet** including seven electric vans and four electric trucks, with the District's passenger fleet is now 88% electric.
- **Reducing idling of fleet vehicles** to reduce emissions and costs.
- **Completing a pilot of an electric garbage truck** to inform future fleet decisions.

Sustaining progress in advancing climate action requires continued up-front investment, but leads to longer term benefits in reduced costs and improved community livability.

As the District upgrades its facilities and services to serve a growing population, energy efficient new construction has reduced the utility cost impact associated with operating additional building space, while energy efficiency upgrades and operational improvements to existing facilities have reduced energy consumption across the District's building portfolio, avoiding approximately \$500,000 annually in utility costs compared with a business-as-usual scenario. The District's electric fleet vehicles are saving approximately 78% in fuel costs, along with reduced maintenance costs.

After eight years of implementation, the average new home in the District uses approximately 50% less energy and produces 80% less emissions as homes built before Step Code adoption. Despite upfront costs, electric vehicles save costs over the longer term in avoided gasoline and reduced maintenance costs.

In addition, the District is investing in proactive climate resilience initiatives to prepare for to extreme weather and climate-related hazards. Every dollar spent on climate adaptation measures in Canada today is expected to save \$13-\$15 in the future'.¹ Recent actions include:

- **Reducing risks from wildfire smoke and extreme heat events** in new District facilities and in large new developments seeking rezoning by incorporating air filtration and cooling.
- **Reducing wildfire risk** through ongoing assessments and fuel management in high priority areas as guided by the Community Wildfire Protection Plan.
- **Providing information for residents**, including how to address overheating in buildings through the [Cooler Condos](#) initiative for strata buildings.
- **Updating hazard mapping** to guide development in coastal areas and ensure resilience to sea level rise.

Provincial climate action funding

The provincial government requires local governments to include targets, policies, and actions for reducing emissions in local plans under Section 473 of the Local Government Act. Over the past five years, the District has received approximately \$300,000/year through the provincial Local Government Climate Action Program (previously called the Climate Action Revenue Incentive Program). This funding has been used to leverage additional grant funding from the provincial and federal governments and utilities to support climate action initiatives.

In February 2026, the provincial government released the 2026/27 - 2028/29 Service Plan for the Ministry of Energy and Climate Solutions. The Service Plan does not include funding for the continuation of the LGCAP.

¹ Damage Control: Reducing the Costs of Climate Impacts in Canada, Canadian Climate Institute (2022). Accessed from [Damage Control: Reducing the costs of climate impacts in Canada](#).

Local governments influence over half of Canada's emissions, and manage the majority of public infrastructure. However, local governments primarily rely on property taxes – an inadequate revenue tool for the investments required to make significant progress – and rely on senior government support to implement this work.

The LGCAP, and its predecessor, the Climate Action Revenue Incentive Program (CARIP), represent a longstanding funding partnership with local governments dating back to the 2007 Climate Action Charter. This funding has contributed to a number of initiatives to reduce emissions and improve resilience in the District.

Funding for the provincial Firesmart program is also limited, and annual funding for fuel management that the District has previously accessed to support reducing risk in the District's wildfire interface areas is no longer available under the program.

The loss of these funding programs limits the District's capacity to advance climate action initiatives, reduces the District's ability to leverage external grant programs, and burdens local property taxpayers. This report recommends that a letter be sent to the Province outlining the impact of the cessation of these funding programs and requesting that the Province reinstate these programs.

Concurrence:

This report has been reviewed with input from the Climate Action & Parks, Environment, Planning, Properties, and Permits, Engineering Infrastructure (Transportation), and Finance departments. Climate action is integrated across the organization and supports all direct services provided by the District (Table 1).

Table 1: Climate Actions and Service Areas

Service areas	Actions
Governance and Administration	Reducing energy use and emissions, protecting and enhancing ecosystem health and biodiversity, and improving resilience to climate change
Parks, Recreation, & Culture	Improving resilience to sea level rise through shoreline restoration, reducing wildfire risk through fuel management, providing cooling shelters and natural cooling infrastructure, and increasing access to electric vehicle charging
Planning & Development	Land use planning to support complete communities, improving energy efficiency and climate resilience for new construction, reducing waste sent to landfill through reuse of wood
Protective & Compliance Services	Reducing community vulnerability through risk reduction initiatives (FireSmart, Cooler Condos, etc)
Social Services & Affordable Housing	Supporting resident access to energy rebate programs, particularly income-based programs; reducing utility costs and improving comfort through building retrofit programs
Transportation	Providing infrastructure to support active transportation including walking, cycling, and transit; increasing access to electric vehicle charging
Utilities	Reducing waste sent to landfill through recycling, reuse and repair programs; advancing natural infrastructure solutions for stormwater management to improve water quality and reduce burdens on the municipal stormwater system

Social Policy Implications:

The Community Energy and Emissions Plan assesses the social benefits of actions included in the plan to ensure that implementation contributes positively to community health and wellbeing. Climate-related hazards are increasingly impacting health, safety, and property and disproportionately impact vulnerable members of the community.

Climate and Environment Implications:

Climate change mitigation, adaptation, and environmental protection and enhancement, as guided by District strategic plans are critical to reducing emissions and improving biodiversity and climate resilience in the District.

Conclusion:

The District has demonstrated a commitment to climate action, achieving measurable emissions reductions and building capacity for sustained progress. Continued leadership from Council, engagement with staff and community members, and strategic investments will be essential to reaching the District's long term goals. Provincial funding has allowed the District to advance climate action initiatives and access additional external grants, and this report recommends that a letter be sent to the Province outlining the need for this funding to continue.

Respectfully submitted,



Adam Wright
Sustainability Projects Manager

Attachment 1: Progress on Community Energy and Emissions Plan Strategies**Attachment 2: Adoption of Clean Energy Technologies in the District since CEEP approval**

REVIEWED WITH:					
☐ Business and Economic	_____	☐ Finance	<u>RD</u>	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	<u>DM</u>	☐ ITS	_____	☐ NVRC	_____
☐ Development Engineering	_____	☐ Parks	_____	☐ RCMP	_____
☐ Development Planning	_____	☐ Real Estate	_____	☐ Other:	_____
☐ Engineering Operations	<u>AB</u>	☐ Review and Compliance	_____		
☐ Environment	<u>EN</u>	☐ Solicitor	_____		
☐ Facilities	_____	☐ Utilities	_____		

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PROGRESS ON KEY CEEP STRATEGIES

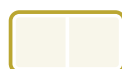
STATUS



Complete



In progress



Not started



Land Use & Transportation

STATUS

Reduce the number and length of single occupancy car trips in the District using Transportation Demand Management (TDM) strategies.



Ensure new developments are designed to contribute to 'complete communities' that allow residents to live, work, and play in the same place.



Improve walking and cycling safety through the addition of new infrastructure.



Improve residents' access to non-automotive transportation systems (e.g. allocate more curb space to transit stops and bicycle facilities).



Support regional efforts to manage congestion using mobility pricing (e.g. parking fees, transit fares, level of service, road usage charges, etc.).



Improve the transit network's efficiency and accessibility to enhance residents' transit experience.



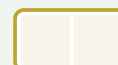
Support electric vehicle adoption by increasing the availability of electric vehicle charging infrastructure and electric bike charging infrastructure.



Lobby federal and provincial government for improvements in fuel efficiency standards for gasoline powered vehicles and zero-emission vehicle (ZEV) standards.



Encourage efforts to electrify Port operations.



Buildings & Energy

STATUS

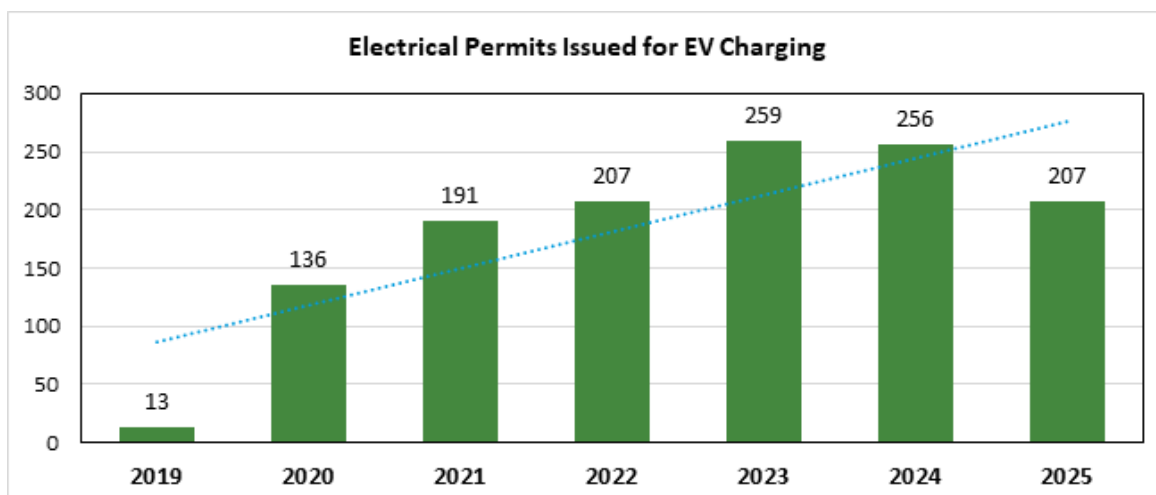
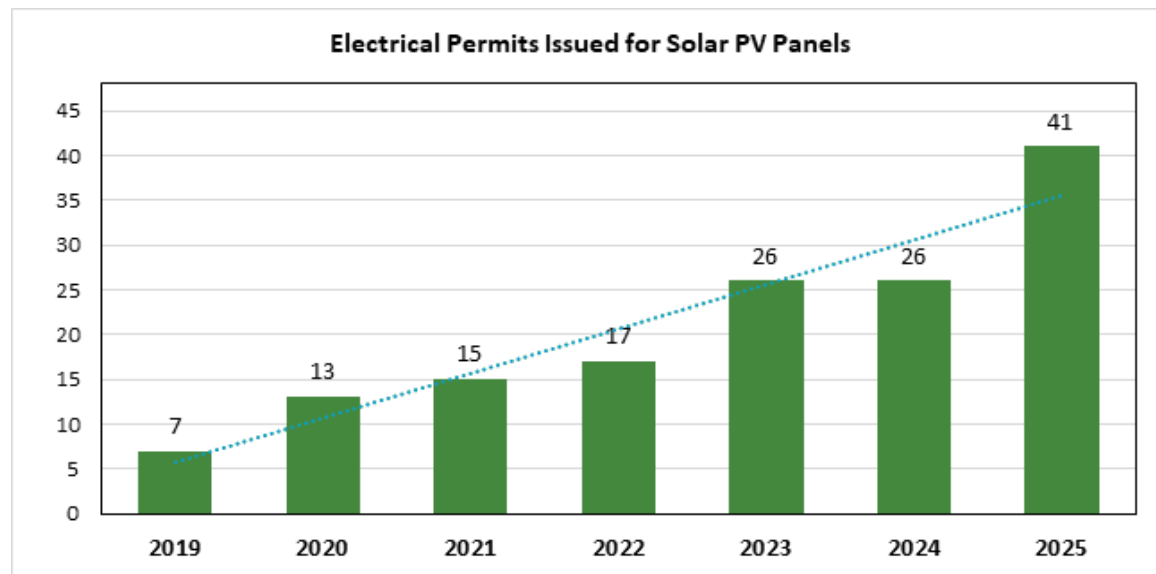
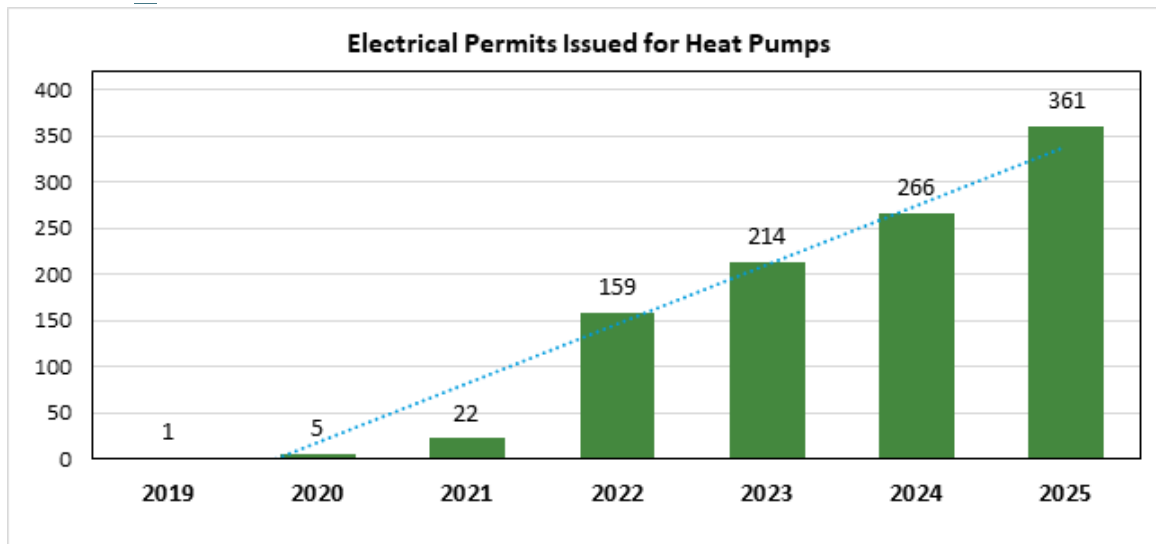
Improve building energy efficiency in new residential construction projects by accelerating to higher steps in the BC Energy Step Code.



Improve building energy efficiency in new institutional, commercial and industrial construction projects, as introduced in the BC Energy Step Code.	
Implement a Building Retrofit program to gradually improve the energy efficiency and comfort of the existing building stock in the District.	
Reduce or eliminate our dependence on fossil fuels by switching away from fossil fuel-based sources of energy (e.g. natural gas), towards the use of electricity in all buildings.	
Transform select Town Centres into energy leaders by targeting net-zero ready levels of energy performance in all new buildings.	
Explore opportunities to diversify the District's energy portfolio with renewable energy systems.	

 Solid Waste	STATUS
Reduce the amount of organics and recyclables sent to landfill by setting higher Municipal Solid Waste Diversion Targets.	
Expand organics and recycling collection programs (e.g. to multi-unit residential buildings, commercial buildings).	
Install multi-stream waste containers (e.g. organics, recyclables, and garbage) at all streetscape waste locations	
Reduce the amount of organics and recyclables sent to landfill from construction, land clearing and demolition companies by requiring a site waste diversion plan and audit system.	
Advocate for an increase in methane capture from landfills to reduce emissions from waste.	
Continue to encourage Metro Vancouver's wood waste bans to reduce landfill methane.	

 Urban Forestry	STATUS
Plant large tree species to provide shading for buildings, which helps keep buildings cool during summers and warm during winters, improving occupant comfort and reducing energy use.	
Plant large tree species to provide shading along active transportation routes, which will help keep pedestrians and cyclists cooler during summer months.	
Establish an Urban Forestry Management Strategy that protects and enhances the District's urban forest for years to come.	



[1] District of North Vancouver Permit Data, Accessed June 25, 2026

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☐ Info Package

Date:

Dept.
ManagerGM/
Director

CAO

The District of North Vancouver

INFORMATION REPORT TO COUNCIL

July 8, 2026

File:

AUTHOR: Councillor Herman Mah**SUBJECT:** Engagement with Young People**REASON FOR REPORT:**

To update Council on an intermunicipal initiative involving some Councillors from the District of North Vancouver and the City of North Vancouver to explore opportunities for increased engagement with young people throughout the North Shore and to identify potential approaches for strengthening participation by young people in local government and civic activities.

SUMMARY:

A group of Councillors from the District and City of North Vancouver (includes Clrs Jessica McIlroy, Tony Valente, Jordan Back and Herman Mah) are exploring opportunities to improve engagement with young people across the North Shore. The initiative seeks to foster greater understanding of local government among youth, increase opportunities for civic participation, and provide Councils with greater insight into the issues, challenges, aspirations, and experiences of young people living, learning, working, and recreating in the community.

Initial discussions have been held with several existing organizations and programs. The intent is to begin with relationship-building and exploration, identify opportunities for collaboration, and develop engagement approaches that are responsive to the interests and needs of young people.

BACKGROUND:

Engagement with young people has been identified as an opportunity to strengthen community participation and improve understanding between local government and younger residents. While a number of existing programs currently support interaction between youth and local government, including the North Shore Young Civic Forum, Youth Awards initiatives, school-based programs, and community leadership opportunities, there is potential to build upon these efforts through a more comprehensive approach.

The initiative is being advanced through informal collaboration among some Councillors from both the City and District. Preliminary discussions have focused on creating opportunities for young people to learn about local government while providing elected officials with meaningful opportunities to hear directly from them.

EXISTING POLICY:

This initiative supports Council's broader objectives related to community engagement, public participation, leadership development, and fostering an inclusive and connected community. Engagement activities would complement existing public involvement processes and programs focused on young people currently supported by local organizations and institutions.

ANALYSIS:**Goals and Desired Outcomes:**

The initiative is intended to:

- Foster a better understanding of local government and civic processes among young people.
- Encourage increased participation in civic activities through:
 - Providing feedback on municipal projects and issues;
 - Attending Council meetings and participating in Public Input opportunities;
 - Volunteering on municipal committees;
 - Considering careers in local government.
- Improve Councillors' understanding of the issues, challenges, aspirations, and priorities of young people living, studying, working, and recreating on the North Shore.

The specific outcomes and engagement methods may vary depending on the age and interests of participating groups.

Potential Engagement Approaches

Several engagement models are being considered, including:

- Formal presentations by groups of young people to City and District Councils;
- Informal meetings between participants and Councillors to obtain feedback on issues;
- Mentorship opportunities focused on civic processes, governance, and local issues;
- Councillor participation in youth-led events and activities;
- Classroom and post-secondary engagement opportunities where Councillors provide presentations on topics of local relevance; and
- Expansion and enhancement of existing youth engagement initiatives, including the Young Civic Forum, Youth Awards, and school-based community leadership programs.

A key principle of the initiative is flexibility and recognizing that different organizations for young people may wish to engage with local government in different ways.

Concurrence:

The initiative is currently at an exploratory stage and has involved preliminary discussions with community stakeholders, educational institutions, and young people-serving organizations.

Groups identified for further engagement at this preliminary stage include:

- Carson Graham Community Initiative Program;
- District Student Leadership Council (DSLCL);
- Parkgate Youth Program;
- Tsleil-Waututh Nation Youth Coordinator;
- Capilano University Students' Union;
- Hollyburn Family Services Youth Employment Program;
- Brockton School; and
- North Shore Young Civic Forum.

Financial Impacts:

No significant financial impacts have been identified at this time.

Social Policy Implications:

The initiative has the potential to:

- Strengthen civic literacy among young people;
- Increase participation by young people in local decision-making;
- Foster stronger relationships between young people and elected officials;
- Support leadership development; and
- Ensure perspectives are better reflected in community planning and policy discussions.

Conclusion:

A group of City and District Councillors has begun exploring opportunities to strengthen engagement with young people throughout the North Shore. The initiative seeks to improve understanding of local government, encourage greater civic participation, and provide Councils with valuable insight into the experiences and priorities of younger residents.

The current focus is on relationship-building and identifying opportunities for meaningful collaboration with existing organizations and programs for young people. Staff and Council will be updated as the initiative develops and as future opportunities for engagement are identified.

Respectfully submitted,



Herman Mah
Councillor

REVIEWED WITH:

☐ Sustainable Community	_____
☐ Development Services	_____
☐ Utilities	_____
☐ Engineering Operations	_____
☐ Parks	_____
☐ Environment	_____
☐ Facilities	_____
☐ Human Resources	_____

☐ Clerk's Office	_____
☐ Communications	_____
☐ Finance	_____
☐ Fire Services	_____
☐ ITS	_____
☐ Solicitor	_____
☐ GIS	_____
☐ Real Estate	_____

External Agencies:

☐ Library Board	_____
☐ NS Health	_____
☐ RCMP	_____
☐ NVRC	_____
☐ Museum & Arch.	_____
☐ Other:	_____

AGENDA INFORMATION☐ Regular Meeting

Date: _____

☐ Other:

Date: _____

Dept.
ManagerGM/
Director

CAO

The District of North Vancouver

REPORT TO COUNCIL

July 7, 2026

AUTHOR: Mayor Mike Little

SUBJECT: Community Opinion on a Rice Lake Connector Project

RECOMMENDATION:

THAT, pursuant to section 83 of the *Community Charter*, Council seek community opinion on whether or not to pursue a Rice Lake Connector Project;

AND THAT such community opinion be obtained in conjunction with the October 17, 2026 general local election;

AND THAT the results of this process be non-binding on Council;

AND THAT staff be directed to report back to Council with proposed wording for a community opinion question to determine elector support for this project;

AND THAT Council affirm that advancing consideration of a new connection between Upper Lynn Valley and Inter River, informed by the results of this community opinion process, be identified as a priority for the incoming Council to advance during the 2027–2031 Council term through the Community Transportation Plan.

SUMMARY:

Through this report, I am asking Council to seek community opinion, pursuant to section 83 of the *Community Charter*, on whether or not to pursue a Rice Lake Connector Project or similar crossing. I am also recommending that staff be directed to prepare proposed wording for a community opinion question to be included on the 2026 general local election ballot. A non-binding public opinion question would give this Council, and the incoming Council, valuable direction to inform any future consideration of the project.

PURPOSE:

Recognizing the well-documented traffic challenges in the Ironworkers Memorial bridgehead area, I am bringing forward a proposal to add a referendum question to the 2026 general election ballot seeking the public's support for the possibility of connecting the Upper Lynn Valley area with the Inter-River community through a new bridge over Lynn Creek at or around Dempsey Road and Rice Lake Road, together with the necessary supporting road infrastructure. My intent is to give residents a direct voice in whether this potential connection should be carried forward as a priority by the next Council.

BACKGROUND:

The topography of the southern portion of the DNV is dominated by the south facing slopes of the Coastal Mountain Range and the creeks and rivers that serve to drain the corresponding watersheds. The valleys created by the significant drainage channels have made east/west travel across the District a challenge. In the early 1900s, Keith Rd was created to connect the District across the lower portion of the community. In the 1960s, the Trans-Canada provided connections over the Capilano River and Lynn Creek. Other local connections such as the Dollarton Hwy Bridge over the Seymour River, the Main Street Bridge over Lynn Creek, and Marine Drive Bridge over the Capilano River have helped with connectivity, but with all three connections over Lynn Creek occurring within only an 800m stretch, all of the traffic becomes deeply affected by congestion at the Ironworkers Memorial Bridge.

In the 1990's, The DNV considered a more northern vehicle route connecting our community. Two projects, the Montroyal Connector (Connecting Upper Delbrook to Upper Lonsdale via an extension of Montroyal Blvd), and the Braemar Dempsey Connector (Connecting Upper Lonsdale to Upper Lynn by connecting E. Braemar Rd and Dempsey Rd.) were completed to make a continuous alternate vehicle route from the Capilano River to Lynn Creek. The next project, The Rice Lake Rd Connector, was contemplated but not pursued at the time.

NOTES:

Recognizing that any connection between Upper Lynn Valley and Inter River would require a change in use of District and Metro Vancouver/GVWD lands that are currently largely greenfield, and would likely require collector or arterial road standards, there are many unknowns regarding the feasibility of a new bridge connection east of Lynn Valley at this time. These include, but are not limited to, the funding model, environmental impacts, regulatory and permitting requirements, First Nations engagement, archaeological impacts, geotechnical, natural hazard and hydrological complexities, neighbourhood and land use impacts, and other technical and constructability constraints.

These factors would need to be considered against the potential transportation system relief that could be provided by a new connection. That assessment is typically determined through a comprehensive feasibility study and business case. Undertaking this work would require new funding to complete preliminary assessments, site investigations, early design concept development, and consultation with District residents, First Nations, Metro Vancouver, TransLink, the Province, and other levels of government before reliable capital and operating costs, including staff resourcing requirements, could be understood and brought forward for Council's further consideration.

I recognize that this would be a very large investment if it were constructed, and I believe it must be weighed against the District's other transportation priorities. Those priorities are being explored and confirmed by Council through the current transportation master planning work now underway, including the recently initiated Community Transportation Plan (CTP). It is my view that this potential Lynn Creek crossing should be identified as a priority for evaluation within that process, so that it is assessed transparently alongside other network improvements, mobility priorities, funding pressures, and community objectives, and carried into the 2027–2031 Council term for further consideration.

One chapter of the Community Transportation Plan, anticipated to come forward in 2027, will focus on the road network, potential future connections, and other potential improvements. I see this as the appropriate opportunity for Council to evaluate the high-level technical benefits and public sentiment for a new Lynn Creek crossing alongside other competing priorities. The technical work is expected to include traffic modelling and network analysis to assess whether a new connection would meaningfully improve traffic operations and congestion, and how those benefits compare to the significant costs and impacts associated with such an investment.

Council will have the opportunity to guide this work through multiple Community Transportation Plan Council workshops. I am asking Council to treat the results of the community opinion process as a clear signal of public interest and, on that basis, to direct that a new Upper Lynn Valley to Inter River connection be advanced as a priority within the broader transportation planning framework during the 2027–2031 Council term, rather than being considered in isolation from the District's overall network needs, land use implications, environmental responsibilities, financial capacity, and public engagement outcomes.

OPTIONS:

1. That the motion, as presented, be supported; or,
2. That the motion, as presented, be amended; or,
3. That the motion, as presented, is not supported.

Respectfully submitted,



Mike Little
Mayor

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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