

AGENDA ADDENDUM

REGULAR MEETING OF COUNCIL

December 10, 2012

7:00 p.m.

**Council Chamber, Municipal Hall
355 West Queens Road,
North Vancouver, BC**

Council Members:

Mayor Richard Walton
Councillor Roger Bassam
Councillor Robin Hicks
Councillor Mike Little
Councillor Doug MacKay-Dunn
Councillor Lisa Muri
Councillor Alan Nixon



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REGULAR MEETING OF COUNCIL

7:00 p.m.
Monday, December 10, 2012
Council Chamber, Municipal Hall
355 West Queens Road, North Vancouver

AGENDA ADDENDUM

THE FOLLOWING LATE ITEMS ARE ADDED TO THE PUBLISHED AGENDA

8. REPORTS FROM COUNCIL OR STAFF

8.1. 2013 Utility Rates and Fees & Charges

File No. 05.1715.20/020.000

8.1.1. Bylaw 7960: Fees & Charges

p. 5 - 49

File No. 05.1715.20/003.000

THAT "Fees and Charges Bylaw Amendment 36 and Consequential Amendments Bylaw 7960, 2012" is given FIRST, SECOND, and THIRD reading.

8.10. Seylynn Village

File No. 08.3060.20/052.12

8.10.1. Seylynn Village

p. 51.52

File No. 08.3060.20/052.12

THAT the Seylynn Village report dated December 6, 2012, be received for information.

8.10.2. Seylynn Bylaws 7955, 7956, 7957, 7958

p. 53 - 91

File No. 09.3900.01/000.000

THAT:

- "The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)";
 - "Housing Agreement Bylaw 7956, 2012";
 - "Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012"; and,
 - "Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012",
- are given THIRD reading.

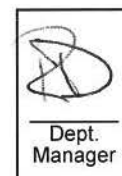
8.11. Funding for a 50 Metre Pool at the Harry Jerome Recreation Facility **p. 93**
File No.

Recommendation:

THAT the District decline the City of North Vancouver's verbal request that the District contribute to the additional capital and operating costs associated with increasing the size of the pool in the new Harry Jerome Community Recreation Centre to 50 metres instead of building a pool in the new William Griffin Community Recreation Centre.

COUNCIL AGENDA/INFORMATION

<input type="checkbox"/> In-Camera	Date: _____	Item # _____
<input type="checkbox"/> Regular	Date: _____	Item # _____
<input type="checkbox"/> Info Package	Date: _____	Item # _____
<input type="checkbox"/> Agenda Addendum	Date: _____	Item # _____



The District of North Vancouver

REPORT TO COUNCIL

December 4th, 2012
 File: 05.1715.20/003.000
 Tracking Number: RCA -

AUTHOR: Raj Hayre, Budget Officer

SUBJECT: ANNUAL REVIEW OF FEES - 2013

RECOMMENDATION:

THAT Fees and Charges Bylaw 6481, 1992, Fees and Charges Bylaw Amendment 36 and Consequential Amendments Bylaw 7960, 2012 – is given FIRST, SECOND, and THIRD reading.

REASON FOR REPORT: Annual review and establishment of fees in accordance with financial plan objectives.

SUMMARY: This report reviews fees for a number of municipal services which are in part or in full supported by user fees. Non-utility user fees represent 24% of operating revenue. Sources of user fee revenue not covered in this report are noted on page 4.

The review considers service costs and comparisons to other municipalities and organizations. This year's review largely reflects a 1.5% increase, with proposed fees, activity levels and new fees resulting in \$6.1 million in revenue, an increase of \$267k (or 4.6%) over 2012 budget. The impact of the proposed fee changes is illustrated in the table below. Exceptions to the 1.5% increase are listed in Appendix "1".

Fee Increases

Revenue Type	% Proposed Fee Increase	Projected Revenue \$(000's)		% change Revenue
		2012 Budget	2013 Projected	
Corporate and Finance	1.5%	140	143	2.6%
Development and Permitting	1.5%	2,572	2,894	12.5%
Licensing and Film [a]	3.8%	1,808	1,700	-6.0%
Parks and Recreation	1.5%	1,195	1,244	4.0%
Protective Services	0.0%	11	11	0.0%
Transportation	1.5%	104	105	1.0%
Total		5,830	6,097	4.6%

[a] Average fee increase 3.8%. Individual increases: Business Licenses 5%, Dog Licenses 1.5%, Film 0%

Corporate and Finance – a 1.5% inflationary increase is proposed for corporate fees, property tax certificates and property tax demand notices. The rate increase combined with expected activity levels increases 2013 revenue by \$3k (2.6%).

Development and Permitting Revenue – revenue increases by \$322k over the 2012 budget (12.5%) and reflects activity level adjustments for development, a 1.5% inflationary increase and new fees for pro-forma evaluation and early consultation of development applications. Refer to Appendix “2”, Schedule of New Fees for details.

Licensing and Film – business licence and film activity are expected to continue at 2012 budgeted levels.

Parks and Recreation – revenue in this group is derived from Maplewood Farm, Ecology Centre, sport fields, boat launch and parking fees. Maplewood Farm continues to implement strategies to increase revenues with the long term goal of subsidy reduction. For 2013 Maplewood Farm proposes peak seasonal and weekend rates and a 5% increase in fees. Refer to Appendix “2” Schedule of New Fees for details. Maplewood Farm revenues are expected to increase by \$39k in 2013. Benchmarked to other comparable regional attractions, Maplewood Farm continues to keep its admission ahead of the others. Ecology Centre group program fees remain at the same level as last year. These fees are price sensitive and an increase may result in reduced revenue.

No Fee increases for 2013 are recommended for Filming Locations and RCMP Services. Movie filming location fees are price sensitive and an increase would drive filming activity away from the District. The RCMP is working towards getting the City and District on the same fee schedule and has requested no changes to fees until the exercise is complete.

REVIEW OF SELECT FEES

In addition to the annual review of fees, a new fee analysis framework was introduced to the Finance and Audit Standing Committee earlier in the year. Select services were reviewed for reasonableness and on November 23rd, the Committee instructed staff to include them in the proposed bylaw for Council consideration. These changes are described below:

Business Licences

Results of the review indicate a cost of service totalling \$1.2 million, including required fire inspections, with 105% of these costs recovered through business licences and fire inspection fees. The target recovery rate is 100% as services are primarily a direct benefit to business. The current fee structure includes numerous customer classes and 136 fee categories. The recommendation is to simplify the fee structure to 16 categories based on frequency and duration of service. Further analysis will be carried out in 2013 with an expected implementation date of 2014 for a new fee structure.

Recommendation for 2013: Council has supported fire inspection fees being rolled into business licences. Since not all fire inspections were for businesses, a 5% increase to the business licence fee per year for 3 years is required to make up the shortfall. Despite the 5%

increase proposed, the total cost to businesses of the new combined licence fee will be less than the former individual business and fire inspection fees combined.

Sport Fields

Results of the review indicate sport field fees recover approximately 15% of the cost of service. The recommended recovery rate is in the 25% range but more discussion is required with neighbouring municipalities to establish pricing objectives within the North Shore area. Pricing objectives will consider user fee principles introduced in 2012, including a subsidy rate for youth and use of peak and non-peak pricing to make more efficient use of facilities.

The District currently receives \$200,000, tax included, through a Memorandum of Understanding (MOU) with sport groups and \$128,000 in artificial turf fees for Windsor and William Griffin fields. Fees will be further discussed with the City of North Vancouver and a Sport Council Subcommittee over the next few months.

Recommendation for 2013:

Fees received under the MOU are "plus applicable taxes" effective January 2013. The Sport Council received notification of this change last year. Fees received under the MOU have not changed since 2009.

Artificial turf fees have not changed since they were introduced in 2001. These fees are recommended to increase from \$24 to \$26 per hour for youth (West Vancouver \$29) and \$24 to \$30 per hour for adult (West Vancouver \$39). The commercial rate of \$68 is unchanged. New fees are effective September 2013 and will be reflected in the Recreation Commission's field booking information.

These changes are expected to increase the cost recovery rate for sport fields to 16% (+1%) in 2013.

Staff will share information gathered on the cost of sport field services along with available usage statistics with the City of North Vancouver and the Sport Council Subcommittee as a first step towards the goal of updating the MOU at the next renewal date.

Development and Permitting

Development and Permitting services include development approvals, building and permitting (bylaw compliance), and off-site works. The current focus with Development and Permitting fees is to ensure full recovery from Town Centres developments through a combination of DCC, CAC and fees. Redevelopment fees will be further analysed in 2013 from a cost driver and customer benefit perspective and strategies will be articulated to achieve a 100% recovery rate, where applicable, over time.

Recommendation for 2013: As a minimum, redevelopment fees are adjusted for inflation and new fees are introduced for development applications in Town Centres to recover the cost of pro-forma evaluations and early consultation.

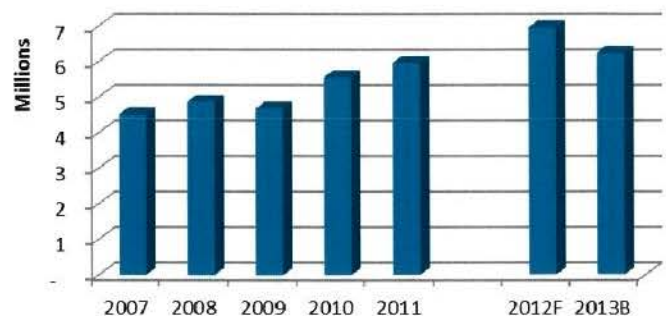
Simplification

A concerted effort to simplify the current bylaw was undertaken and resulted in an 11% (56 items) reduction in the number of fees without any material impact on revenue. These fees were largely inactive with no recent or planned activity. The number of schedules was also reduced from 26 to the 6 and is now organized by service type to support future policy discussion. See Appendix "3" for details.

BACKGROUND: In accordance with the authority granted by the Community Charter, the District charges fees for service or regulatory requirements. These fees have typically been set on either a cost recovery or a user's ability to pay basis and are considered in the context of what comparable fees are charged by other municipalities in the region.

Fee Revenue History: For the five (5) year period ending December 31st, 2011, revenues from District fees and charges increased at an average of 7%, reflecting both activity and price increases.

Projected revenues to the end of the 2012 are expected to be \$6.9 million, or \$995k favourable to budget due to strong development and permit activity, and stronger filming revenue (driven by a lease for filming a TV series in the Old Lynn Valley library building and short term closure of film locations in other Metro Parks).

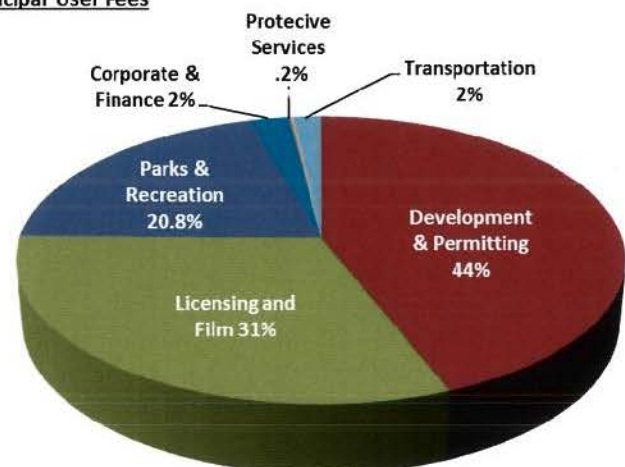
Fees & Charges Revenue

Fee Revenue Composition: Of the total revenue generated by fees and charges, 96% of the revenue comes from three service areas:

- Development & Permitting
- Licensing & Film
- Parks & Recreation

Fees Not Covered: Other substantial sources of user fee revenue for services not covered in this report include:

- Golf Facilities
- Library Services (NVDPL)
- Properties
- Recreation Services (NVRC)
- Utilities

Municipal User Fees

These fees are determined through alternative approval processes in accordance with their governance structure or the adopted funding model.

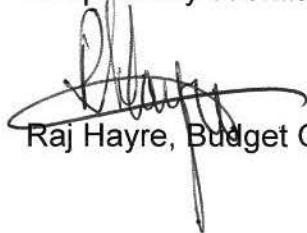
The partnership agreement with the City of North Vancouver through the North Vancouver Recreation Commission is the District's largest source of fee revenue generating in excess of \$12 million per annum. The District's share of this revenue is in excess of \$8 million. The Recreation Commission approved a 2% increase to pool and arena rentals for 2013. Other fees were held at 2012 levels as revenue increases budgeted in the past have not materialized. Staff is optimistic that by holding fees at 2012 levels, revenues may increase in 2013 as a result of higher activity. The Library indicates that late fines, photocopying and room rental revenues are in decline due to shifting patterns and changes in technology. These changes have been incorporated into the Library budget and represent a \$25k decline in revenue. Golf Operations are also a material source of District revenue and are budgeted at \$3.0 million in 2013 based on 2012 rates. Golf fees will be subject to review in spring 2013.

EXISTING POLICY: The Community Charter enables Council, by bylaw, to impose a fee payable in respect of:

- (a) All or part of a service of the municipality,
- (b) The use of municipal property, or
- (c) The exercise of authority to regulate, prohibit or impose requirements.

TIMING / APPROVAL PROCESS: New fees should be approved before the year-end and take effect on January 1st, 2013. Timing of approval is critical so that notices can be delivered as soon as possible. The final report is scheduled to be tabled at the Regular Council meeting on December 10th, 2012.

Respectfully submitted,



Raj Hayre, Budget Officer

<u>REVIEWED WITH:</u>	<u>REVIEWED WITH:</u>	<u>REVIEWED WITH:</u>	<u>REVIEWED WITH:</u>
<input type="checkbox"/> Community Planning	<input type="checkbox"/> Clerk's Office	External Agencies:	Advisory Committees:
<input type="checkbox"/> Permits, Licences & Customer Service	<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Library Board	<input type="checkbox"/> _____
<input type="checkbox"/> Utilities	<input type="checkbox"/> Communications	<input type="checkbox"/> NS Health	<input type="checkbox"/> _____
<input type="checkbox"/> Engineering Operations	<input type="checkbox"/> Finance	<input type="checkbox"/> RCMP	<input type="checkbox"/> _____
<input type="checkbox"/> Parks & Environment	<input type="checkbox"/> Fire Services	<input type="checkbox"/> Recreation Commission	
<input type="checkbox"/> Golf Facilities	<input type="checkbox"/> Human Resources	<input type="checkbox"/> Solicitor (External)	
	<input type="checkbox"/> ITS	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> Law Dept.		

Proposed User Fee - 2013

Schedule of Exceptions to 1.5% Increase

Schedule & Fee Description	2012 Bylaw Fee	2013 Proposed Fee	Y:Y Fee Change	% Change
Schedule A - Corporate & Finance				
1. Copies of Bylaws, council minutes, reports, related correspondence and general photocopies.	0.22	0.30	0.08	36%
D. Release of District charges on title for review plus recovery of related LTO costs [Note 1]	105.00	150.00	45.00	43%
Schedule B - Development and Permitting				
Mechanical Permit Fees				
(k) for the installation of Sprinkler System				
(ii) for each additional head	3.50	3.75	0.25	7%
(l) for the installation of a forced air heating duct distribution system				
(i) per 1000 btu	2.50	3.00	0.50	20%
(m) for the installation of a hydronic heating pipe distribution system				
(i) per 1000 btu	2.50	3.00	0.50	20%
Preliminary: Required as a first step in most development applications [Note 1]	595.00	750.00	155.00	26%
B. Rezoning (including text or map amendments) and Heritage Revitalization Agreements				
Scanning Fee	200.00	225.00	25.00	13%
Multi family – base fee plus	20.00	25.00	5.00	25%
C. Official Community Plan Amendment				
Scanning Fee	200.00	225.00	25.00	13%
For change in land use or increased residential density - base fee plus \$50 per 100m ² of floor area*	50.00	55.00	5.00	10%
E. Development Permit - Minor				
Scanning Fee	50.00	55.00	5.00	10%
Minor Development Permit Exemption Letter	285.00	300.00	15.00	5%
Sign Permits				
Application for an alteration to a sign permit	60.00	65.00	5.00	8%
each additional sign	30.00	35.00	5.00	17%
F. Development Permit – Major (some applications may require more than one Development Permit application and fee)				
Scanning Fee	200.00	225.00	25.00	13%
Multi family where no rezoning – base fee plus \$20 per unit*	20.00	25.00	5.00	25%
Slope Hazards:				
Scanning Fee	200.00	225.00	25.00	13%
G. Development Variance Permit:				
Temporary Use Permits				
Scanning Fee	200.00	225.00	25.00	13%
Subdivisions				
Fee per new lot created	200.00	225.00	25.00	13%
Scanning Fee	200.00	225.00	25.00	13%
Subdivision creating an air space parcel	2,850.00	3000.00	150.00	5%
Scanning Fee	200.00	225.00	25.00	13%
M. Special Services				
Confirmation Letters: requests for letters confirming the land use designation in the Official Community Plan or the Zoning of a particular site are requested but where no additional research is required.	55.00	75.00	20.00	36%

Proposed User Fee - 2013

Schedule of Exceptions to 1.5% Increase continued

Schedule & Fee Description	2012 Bylaw Fee	2013 Proposed Fee	Y:Y Fee Change	% Change
B. Design Revision Fee A design revision fee required in connection with incomplete design drawing submissions for review costs incurred by the District - Minimum charge 1 hour	80.00	85.00	5.00	6%
Tree Permits Pursuant to the Tree Protection Bylaw				
B. To cut protected tree(s) or large-diameter tree(s)	75.00	80.00	5.00	7%
C. For each protected tree or large-diameter tree to be removed up to and including four trees	65.00	70.00	5.00	8%
Schedule D - Parks & Recreation				
Lynn Canyon Park				
Buses 24 seats and under (for 2 hrs)	20.98	25.00	4.02	19%
Buses 25 seats and over (for 2 hrs)	29.02	43.00	13.98	48%
Annual Bus Pass - (24 seats and under)	792.86	845.72	52.86	7%
Annual Bus Pass - (24 seats and over)	1,087.50	1160.00	72.50	7%
Maplewood Farm				
Child/Senior	3.79	4.02	0.23	6%
Behind the Scenes Member	10.49	11.16	0.67	6%
Pony Ride per hr	80.13	84.82	4.69	6%
Prepayment Plan (Group size 0-8)	105.13	110.49	5.36	5%
Prepayment Plan (Group size 9-15)	210.04	220.54	10.50	5%
Prepayment Plan (Group size 16-25)	314.96	330.80	15.84	5%
Prepayment Plan (Group size 26-50)	630.13	661.61	31.48	5%
Prepayment Plan (Group size 51-75)	839.96	882.14	42.18	5%
Prepayment Plan (Group size 76-100)	1,050.00	1,102.68	52.68	5%
Schedule F - Licensing and Film				
Animal Control and Welfare Licenses and Fees				
Impound and Maintenance Fees: Subsequent Impoundment within 365 days				
Licensed Dog [Note 2]	152.00	500.00	348.00	229%
Unlicensed Dog [Note 2]	203.00	500.00	297.00	146%
Additional Impound Fees for Aggressive Dogs (licensed or unlicensed)				
Subsequent Impoundment [Note 2]	508.00	750.00	242.00	48%
Surrender Fees				
Spayed or Neutered Dog with Medical Records	76.00	80.00	4.00	5%
Not Spayed or Neutered Dog				
With Medical Records	203.00	215.00	12.00	6%
Without Medical Records	203.00	215.00	12.00	6%
Spayed or Neutered Cat without Medical Records	76.00	80.00	4.00	5%
Not Spayed or Neutered Cat without Medical Records	147.00	175.00	28.00	19%
Business Licenses				5%
Schedule G - Transportation				
Removal of construction materials, furnishings, newspaper boxes, portable toilets, shopping carts, and other small items.				
Per person hour [Note 1]	30.50	75.00	44.50	146%
per hour if excavating or lifting equipment required [Note 1]	102.00	130.00	28.00	27%
Removal of Industrial Waste Container, Construction Trailer, Portable Building and other large items				
To remove [Note 1]	1,015.00	1100.00	85.00	8%
To Detain per Day [Note 1]	20.50	75.00	54.50	266%

Note 1: Proposed rates reflect recovery costs.

Note 2: The bylaw currently contains a separate fee for second, third and fourth and subsequent impoundment. The proposed fee for 2013 removes the fee items for a "third" and "fourth and subsequent" impoundment and replaces the fee line item for a second impound with a single fee for second and subsequent impoundments. Occurrences of a second or subsequent impoundment are low.

Proposed User Fee - 2013

Schedule of New Fees

Fee Description	2013 Bylaw Fee	New Revenue
Schedule B - Development and Permitting		
Driveway Curb each subsequent metre beyond 6 metres wide	\$ 76.00	Recoverable
Schedule C - Development and Environmental Fees		
Proforma evaluation for applications within designated Centres where CAC policy stipulates	\$ 10,000.00	\$ 60,000
Early consultation for applications where required	\$ 2,000.00	
Schedule D - Parks & Recreation Fees		
Maplewood Farm: Special Events (Adult) [Note 1]	\$ 7.70	\$ 2,000
Special Events (Child)	\$ 5.02	
"Peak Period" (Adult) [Note 2]	\$ 7.20	\$ 15,000
"Peak Period" (Child)	\$ 4.52	

Note 1: Maplewood Farm has planned for two special events, starting next year. Each event is anticipated to generate an additional \$1,000 revenue.

Note 2: Peak period rates are proposed for weekends during good weather (April to September) and for the months of July and August on a daily basis. This practice is in line with fee structures charged by competitors and is expected to generate an additional \$15k in revenue.

Proposed User Fee - 2013

Fees with little or no activity for elimination

Fee Description	2012 Bylaw Fee
Schedule A - Corporate & Finance Fees	
Bylaws (1 to 4 pages) per page	\$ 0.22
Bylaws (5 to 15 pages)	\$ 2.01
Bylaws (16 to 25 pages)	\$ 4.91
Bylaws (26 to 35 pages)	\$ 7.59
Bylaws (36 or more pages)	\$ 9.38
Official Community Plan Consolidations	\$ 14.06
District Official Community Plan	\$ 58.93
Annual Amendment Fees for Official Community Plans	\$ 13.62
3210 Zoning Bylaw Consolidation	\$ 60.71
Text Section	\$ 45.31
Plan Section	\$ 28.13
Zoning Map Section	\$ 15.00
Individual Pages	\$ 0.22
Annual Amendment Fee	\$ 14.06
Annual Report	\$ 18.75
Standard paper map (large size)	\$ 20.00
Spatial Information: Digital Elevation Model - Hillside, TIN and Grid	\$ 406.00
Schedule F - Licensing & Film	
Impound and Maintenance Fees 3rd Impoundment within 365 days	
Licensed Dog	\$ 254.00
Unlicensed Dog	\$ 305.00
4th and each subsequent impoundment within 365 days	
Licensed Dog	\$ 508.00
Unlicensed Dog	\$ 508.00
Maintenance (per day)	\$ 25.00
Additional Impound Fees for Aggressive Dogs	
3rd and subsequent impoundment	\$ 1,015.00
Surrender Fees:	
Not Spayed Dog	
With Medical Records	\$ 233.00
Without Medical Records	\$ 233.00
Not Spayed Cat	
With Medical Records	\$ 183.00
Without Medical Records	\$ 183.00
Horse Permit application fee (non refundable)	\$ 112.00
Impounding and transportation fee	\$ 27.50
Maintenance costs, per day or any part thereof	\$ 3.50
Advertising costs, if any	Full Cost

Proposed User Fee - 2013

Fees for Combination

Fee Description	2012 Bylaw Fee	Description
Schedule A - Corporate & Finance Fees		
License to Occupy	\$ 320.00	Duplicated. Fee collected under existing fee description for Registered and Unregistered Documents.
Schedule D - Parks & Recreation Fees		
Administration for Highway Abandonments	\$ 202.68	Duplicated - Transportation and Recreation Service area schedules. Removed from Parks and Recreation schedule of fees.
Installation of Street Tree(s) (per tree)	\$ 659.82	Relocated and consolidated with Tree Permit fees in Development.
Ecology Centre - Summer Mini camps (per individual)	\$ 60.00	Combined w with other existing program offerings.
Youth Groups Grade 8 to 12: 12 students or less	\$ 75.00	" " " "
Eco-tour groups Ages 15 & up		
price for group up to 12 individuals	\$ 95.00	" " " "
13th to 20th group member (price per individual)	\$ 7.00	" " " "
Maplewood Farm		
Group Adult	\$ 6.47	Duplicated in schedule. Combined with existing fee.
Group Child	\$ 3.79	Duplicated in schedule. Combined with existing fee.
Pedal Tractor Rentals	\$ 3.79	Removed from fees - merchandise sale.
Birdseed	\$ 2.90	Removed from fees - merchandise sale.
Schedule G - Transportation		
Removal and Detention of Chattels and Obstructions		
Furnishings, including benches, tables, chairs		
To Remove	\$ 10.50 each	Combined with existing fee based on size or weight.
To Detain	\$ 2.00 per day	" " " "
Newspaper Box		
To Remove	\$ 51.00 each	" " " "
To Detain	\$ 2.00 per day	" " " "
Portable Toilet	\$ 508.00	" " " "
To Remove	\$ 10.50 per day	" " " "
To Detain		
Shopping Cart		
To Remove	\$ 30.50	" " " "
To Detain	\$ 2.00 per day	" " " "
Industrial Waste Container		
To Remove	\$ 1,015.00	" " " "
To Detain	\$ 20.50 per day	" " " "
Other, under 45kg weight		
To Remove	\$ 51.00	" " " "
To Detain	\$ 1.00 per kg/day	" " " "
Other, 45kg weight and over		
To Remove	\$ 1.00 per person-hour	" " " "
To Detain Per Day	\$ 1.00 per kg/day	" " " "

The Corporation of the District of North Vancouver

Bylaw 7960

A bylaw to amend the Fees and Charges Bylaw and other related Bylaws

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

1. Citation

This bylaw may be cited as "Fees and Charges Bylaw Amendment 36 and Consequential Amendments Bylaw 7960, 2012".

2. Amendments to the Fees and Charges Bylaw 6481, 1992

The Fees and Charges Bylaw 6481, 1992 is amended as follows:

- a. by deleting section 2 Payment of Fees in its entirety and replacing it with a new section 2 Payment of Fees as follows:

2. Payment of Fees

The following fees are hereby established and are subject to the applicable taxes where appropriate:

FEES	DESCRIPTION
Schedule A CORPORATE AND FINANCE FEES	Copies
	Human Resources
	Fees For Maps and Digital Data Products
	Properties Department – Services
	Building Department – Record Searches
	Change of Address and New Address
	Financial Services
Schedule B DEVELOPMENT AND PERMITTING FEES	Building Permits
	Board of Variance
	Chimney and Fuel Burning Appliances
	Mechanical Permits
	Electrical Permits
	Gas Permit Fees
	Blasting Permits
	Installation, Replacement, Renewal, Alteration or Repair of Oil Burning Appliances or Tanks
	Engineering Construction
	Development Applications
	Administration Fees for Development Servicing
	Permits Pursuant to the Environmental Protection and Preservation Bylaw
	Tree Permits Pursuant to the Tree Protection Bylaw
Schedule C	Cates Park Boat Launch

PARKS AND RECREATION FEES	Gallant Wharf – Prepaid Moorage Recommended Rates/Foot
	Gallant Wharf Ticket Machine Recommended Rates
	Picnic Events
	Lynn Canyon Park
	Ecology Centre
	Maplewood Farm
Schedule D PROTECTIVE SERVICES FEES	Fire Services Pursuant to Fire Services Bylaw
	North Vancouver RCMP Services
Schedule E LICENSING AND FILM FEES	Filming
	Animal Control & Welfare Licences & Fees
	Impound and Maintenance Fees
	Adoption Fees
	Annual Park Use Permit Fees
	Horse Keeping Permit
Schedule F TRANSPORTATION FEES	Fees for Business Licenses
	Permit
	Signage
	Removal and Detention of Chattels and Obstructions

- b. by deleting the following schedules in their entirety and replacing them with “Schedule A Corporate and Finance Fees” attached as Schedule 1 to this Bylaw:

Schedule A	Fees for Copies of Bylaws and Specified Reports
Schedule B	Building Department Fees
Schedule C	Properties Department
Schedule H	Fees for Human Resources Records Search
Schedule K	Fees for Maps and Digital Data Products
Schedule X	Fees for Financial Services

- c. by deleting the following schedules in their entirety and replacing them with “Schedule B Development and Permitting Fees” attached as Schedule 2 to this Bylaw:

Schedule G	Fees for Engineering Construction
Schedule M	Fees for Building Permits
Schedule P	Fees for Permits Pursuant to the Environmental Protection and Preservation Bylaw
Schedule R	Fees for Electrical Permits
Schedule S	Fees for Gas Permits
Schedule T	Fees for Blasting Permits
Schedule U	Fees for Oil Burning Appliances and Tanks
Schedule V	Fees for Board of Variance Application
Schedule W	Fees for Development Application
Schedule Y	Development Servicing
Schedule Z	Fees for Tree Permits and Inspections

- d. by deleting the following schedules in their entirety and replacing them with "Schedule C Parks and Recreation Fees" attached as Schedule 3 to this Bylaw:

Schedule D	Fees for Park Services
Schedule E	Fees for Visitor Attractions

- e. by deleting the following schedules in their entirety and replacing them with "Schedule D Protective Services Fees" attached as Schedule 4 to this Bylaw:

Schedule I	Fire Department Search Fee
Schedule J	North Vancouver RCMP Fees

- f. by deleting the following schedules in their entirety and replacing them with "Schedule E Licensing and Film Fees" attached as Schedule 5 to this Bylaw:

Schedule F	Fees for Movie Filming
Schedule L	Fees for Dog Tax and Regulation
Schedule N	Fees for Business Licenses
Schedule Q	Fees for Horse Permit

- g. by deleting the following schedule in its entirety and replacing it with "Schedule F Transportation Fees" attached as Schedule 6 to this Bylaw:

Schedule O	Highway Use Permits and Removal/Detention of Chattels
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3. Consequential Amendments to other Bylaws

- a. All references in Fire Bylaw 7481 to Schedule I of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule D of the Fees and Charges Bylaw.
- b. All references in District of North Vancouver Dog Tax and Regulation Bylaw 5981, 1988 to Schedule L of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule E of the Fees and Charges Bylaw.
- c. All references in Building Regulation Bylaw 7353, 2003 to Schedule M of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- d. All references in Business Licence Bylaw 4567, 1974 to Schedule N of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule E of the Fees and Charges Bylaw.
- e. All references in Street and Traffic Bylaw 7125, 2004 to Schedule O of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule F of the Fees and Charges Bylaw.
- f. All references in Environmental Protection and Preservation Bylaw 6515 to Schedule P of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- g. All references in Regulation of Horses Bylaw 4298 to Schedule Q of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule E of the Fees and Charges Bylaw.

- h. All references in The Electrical Bylaw 7464, 2004 to Schedule R of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- i. All references in The Gas Bylaw 7465, 2004 to Schedule S of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- j. All references in District of North Vancouver Blasting Regulation Bylaw 2643 to Schedule T of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- k. All references in District of North Vancouver Oil Burner and Compressed Gas System Permit and Inspection Bylaw 1038, 1938 to Schedule U of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- l. All references in Board of Variance Bylaw 5873 to Schedule V of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- m. All references in Development Procedures Bylaw 7738 to Schedule W of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- n. All references in District of North Vancouver Development Servicing Bylaw 7388, 2005 to Schedule Y of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.
- o. All references in Tree Protection Bylaw 7671, 2012 to Schedule Y of the Fees and Charges Bylaw or Schedule Z of the Fees and Charges Bylaw are hereby deleted and replaced with references to Schedule B of the Fees and Charges Bylaw.

4. Effective Date

This bylaw comes into force and takes effect January 1, 2013.

READ a first time the

READ a second time the

READ a third time the

ADOPTED the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule 1 to Bylaw 7960

Schedule A

CORPORATE AND FINANCE FEES

Copies		
Council minutes, reports, related correspondence and general photocopying	\$0.30	
Human Resources		
Request from solicitors for employment and information	\$105.52	
Fees for Maps and Digital Data Products		
Standard paper map (small to medium size)	\$10.00	
Properties Department – Services		
Registerable Documents (Land Title Office)	\$325.00	
Unregistered Documents	\$325.00	
Administration Recovery Fee (a fee to recover extraordinary staff time spent on processing instruments on behalf of private owners)	\$510.00	
Administration for Highway Abandonments (sale of laneways)	\$2,100.00	flat fee
Release of District charges on title for review plus recovery of related LTO costs	\$150.00	for review plus recovery of related Land Title Office costs
Documentation/Advertising fee for leases and lease renewals		recovery of actual costs
Registration of legal documentation		recovery of actual costs
Building Department – Record Searches		
Property Records provided to solicitors, lending institutions and other individuals or organizations		
Single-Family Residential Buildings	\$111.00	
All other buildings	\$221.00	
Change of Address and New Address		
Change of Address and New Address	\$487.00	
Financial Services		
Tax demand notice	\$17.00	per folio
Certificate of tax status and related information – obtained through the web tax certificate system	\$32.00	per folio
Certificate of tax status and related information – prepared manually	\$37.00	per folio
Tax refund to non-property owner	\$22.00	per folio
Tax levy data file (electronic)	\$0.01	per folio
Researching historical property related information	\$42.00	per hour (\$42 minimum)
Returned cheques or payments	\$27.00	per item
Interest on overdue (non-tax) accounts receivable	2%	per month

Schedule A: CORPORATE AND FINANCE FEES

Amended by: 6835 7349 7365 7432 7433 7516 7581 7632 7691 7740 7814 7871 7917

Schedule 2 to Bylaw 7960

Schedule B

DEVELOPMENT AND PERMITTING FEES

Building Permits		
The fees payable for the issuance of a permit or renewal of a permit for the erection, addition, alteration, repair, removal or demolition of any building or structure, or any part thereof including other building service systems or regulated by the Building Code, are as follows:		
First \$1,000 value of the work	\$69.00	
Each \$1,000 or part thereof by which the value of work exceeds \$1,000 up to a maximum of \$15,000, add	\$14.00	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$15,000 up to a maximum of \$50,000, add	\$12.00	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$50,000 add	\$11.00	
Recheck fee per hour (minimum 1 hour)	\$69.00	
The Building Permit fee is increased where construction commenced before the Building Inspector issued a permit by:		
For work valued up to \$15,000.00	\$282.00	
For work valued up to \$50,000.00	\$568.00	
For work valued up to \$100,000.00	\$1,136.00	
For work valued up to \$500,000.00	\$2,270.00	
For work valued up to \$1,000,000.00	\$5,675.00	
For work valued greater than \$1,000,000.00	\$11,349.00	
Re-inspection fee	\$114.00	
A Building Permit may be extended pursuant to clause 5.51 of the Building Regulation Bylaw		10% of original fee or \$69.00, whichever is greater
Preliminary Plan Review	\$138.00	
Review of Equivalents - Up to two equivalency items included in one submission (this includes a single review of a single revision required from the primary review)	\$424.00	
For each equivalency item review exceeding the first two items included in the single submission	\$138.00	
Each additional revision submission of any single item	\$69.00	
Transfer of Building Permit - Single Family Residential Building	\$69.00	
Transfer of Building Permit - Other building type	\$138.00	
Secondary Suite Inspection Fee	\$143.00	
Land Title Search Fee	\$20.00	
Plan Review and Summary Letter (reviewed for Board of Variance application)	\$234.00	
A Special inspection (per 5.49.2 of the Building Regulation Bylaw) payable in advance	\$69.00	per hour
An inspection (per 5.49.3 of the Building Regulation Bylaw)	\$193.00	
Plus \$69 in excess of 4 hours	\$69.00	per hour

Schedule B: DEVELOPMENT AND PERMITTING FEES

Drawing Imaging Fee	\$5.00	
Board of Variance		
Application Fee	\$389.00	
Chimney and Fuel Burning Appliances		
A chimney with one flue, including factory-built chimney	\$69.00	
Each additional flue or chimney in a building	\$20.00	
A fireplace and flue, including factory-built fireplace	\$69.00	
Solid fuel burning appliances	\$69.00	
Mechanical Permits		
For the installation of fixtures, each roof drain, hot water tank, sump and interceptor being classed as a fixture, as follows:		
One fixture	\$69.00	
Each additional fixture up to ten	\$25.00	
Each additional fixture over ten	\$22.00	
For the installation or replacement of water service	\$69.00	
For the installation of perimeter foundation drains:		
For single or two family residential buildings up to 250'	\$69.00	
For each additional 250'	\$36.00	
For other than single or two family residential buildings, for each 100' or portion thereof to 500'	\$69.00	
For each additional 250'	\$36.00	
For the alteration of plumbing where no fixtures are involved, for each 10 meters of house drain installed or portion thereof	\$69.00	
In every case where, due to non-compliance with the provisions of this bylaw or to unsatisfactory workmanship, more than two inspections are necessary, for each inspection after the second inspection	\$114.00	
Special inspections to establish the fitness of the plumbing	\$82.00	per hour
For the installation of plumbing fixtures by other than the original permit holder	\$69.00	
For the installation of domestic water for fire lines in other than single family dwellings:		
For the first 30 meters or portion thereof	\$69.00	
For each additional 30 meters	\$36.00	
For each fire hydrant, alarm valve, dry valve & flow switch	\$35.00	
For first hose connection, Siamese	\$35.00	
For the connection of the municipal water supply to an hydraulic equipment	\$69.00	
For the installation of pressure vacuum breakers, approved double check valve assemblies and reduced pressure backflow preventers	\$69.00	
For the installation of a house sewer and building sanitary drain where the length:		
Up to 30 meters	\$69.00	
Each additional 30 meters or part thereof	\$36.00	
A storm sewer and building storm drain:		
Up to 30 meters	\$69.00	
Each additional 30 meters or part thereof	\$36.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

For the installation of either or both when under a common permit:		
Storm Sewer House Service Connection	\$289.00	
Sanitary Sewer House Service Connection	\$289.00	
For the installation of Sprinkler System:		
Fee for the first head	\$69.00	
For each additional head	\$3.75	
For the installation of a forced air heating duct distribution system:		
Per 1000 btu	\$3.00	
Minimum	\$69.00	
Maximum	\$226.00	
For the installation of a hydronic heating pipe distribution system:		
Per 1000 btu	\$3.00	
Minimum	\$69.00	
Maximum	\$226.00	

Electrical Permits			
The fees payable for the issuance of an electrical permit are based on the total value of the proposed electrical installation including all material and labour as follows:			
More Than	Not More Than		
\$0	\$500.00	\$69.02	
\$500.00	\$750.00	\$97.44	
\$750.00	\$1,000.00	\$124.85	
\$1000.00	\$2,000.00	\$124.85	+ \$10.54 / \$100 or part thereof greater than \$1,000
\$2000.00	\$3,500.00	\$230.20	+ \$8.60 / \$100 or part thereof greater than \$2,000
\$3500.00	\$7,000.00	\$358.16	+ \$6.42 / \$100 or part thereof greater than \$3,500
\$7000.00	\$10,000.00	\$584.03	+ \$4.32 / \$100 or part thereof greater than \$7,000
\$10,000.00	\$50,000.00	\$713.75	+ \$3.22 / \$100 or part thereof greater than \$10,000

Schedule B: DEVELOPMENT AND PERMITTING FEES

\$50,000.00	\$100,000.00	\$2000.77	+ \$3.22 / \$100 or part thereof greater than \$50,000
\$100,000.00	\$250,000.00	\$3,609.54	+ \$1.90 / \$100 or part thereof greater than \$100,000
\$250,000.00	\$500,000.00	\$6,456.62	+ \$1.89 / \$100 or part thereof greater than \$250,000
\$500,000.00	\$750,000.00	\$11,176.37	+ \$1.57 / \$100 or part thereof greater than \$500,000
\$750,000.00	\$1,000,000.00	\$15,109.00	+ \$0.84 / \$100 or part thereof greater than \$750,000
Over \$1,000,000.00		\$17,215.62	+ \$0.79 / \$100 or part thereof greater than \$1,000,000
If applicant makes an erroneous declaration of the permit value to obtain a lesser permit fee, the permit shall be revoked and a new permit issued using the corrected value. The new permit shall be calculated according to the corrected permit value and a 50% administrative fee shall be added to the calculated fee.			
Temporary Power Pole – for a maximum period of 120 days (an extension is at the same rate)		\$69.00	
Temporary to Permanent Connection		\$69.00	
Electrical Sign Connection		\$69.00	
Circus, Carnivals, Trade, Conventions, Exhibit, or similar shows		\$122.00	
Annual permits where the connected load in calculated horsepower is:			
1,000 HP or less		\$248.00	
Each additional 100 HP or part thereof		\$22.50	
Maximum fee		\$2,406.00	
Hourly Inspection Fee - for each inspection of electrical work in respect of which no specific fee is hereby prescribed, payment shall be made on the bases of time actually spent in making such inspections, as follows:			
For each hour or part thereof		\$69.00	
Re-inspection Fee - For each inspection necessary for examining electrical installations where errors or omissions were found at a previous inspection, a fee of		\$114.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

Permit Fee Refund - Where no work has been performed under the permit, the fee less 15% may be returned when a request in writing is made for refund otherwise a fee is not refundable.		
Movie Locations		
One location (valid for 90 days from the first day of filming)	\$69.00	
Two locations (valid for 90 days from the first day of filming)	\$137.00	
Three locations (valid for 90 days from the first day of filming)	\$204.00	
Four locations (valid for 180 days from the first day of filming)	\$272.00	
Five locations (valid for 180 days from the first day of filming)	\$339.00	
Six Locations (valid for 180 days from the first day of filming)	\$409.00	
Seven locations (valid for 270 days from the first day of filming)	\$480.00	
Eight locations (valid for 270 days from the first day of filming)	\$544.00	
Nine locations (valid for 270 days from the first day of filming)	\$612.00	
Annual permit - unlimited locations	\$697.00	

Gas Permit Fees		
Domestic Type Installations:		
For the first appliance	\$69.00	
For each additional appliance	\$29.00	
For each inspection exceeding two in number where a re-inspection permit is issued in respect of any installation or alternation	\$114.00	
Commercial and Industrial Installations for each appliance installed on the one permit:		
Equipment with input of 20 kW or less	\$69.00	
Equipment with input greater than 20 kW to 120 kW	\$77.00	
For each re-inspection on any commercial or industrial installation due to faulty workmanship or materials	\$86.00	
For each inspection exceeding two in number made on any commercial or industrial installation	\$69.00	
For inspection outside normal working hours, per hour	\$137.00	
For vent and/or furnace plenum (no appliance)	\$69.00	
For piping (no appliance):		
For first 30 meters or part thereof	\$69.00	
For every 30 meters or part thereof	\$30.00	

Blasting Permits		
The fees payable for the issuance of a blasting permit for blasting on any one parcel are as follows:		
For a period not longer than ten days from the date issued	\$69.00	
For a period longer than ten days but no longer than thirty days from the date issued	\$114.00	
For a period longer than thirty days but no longer than sixty days from the date issued	\$170.00	

Installation, Replacement, Renewal, Alteration or Repair of Oil Burning Appliances or Tanks		
Oil Burning Appliances:		
20 kW or less	\$69.00	
Greater than 20 kW to 60 kW	\$73.00	
Over 60 kW	\$76.00	
Oil Storage Tank	\$69.00	
Compressed Gas Appliance & Storage Tank:		
First appliance	\$69.00	
Each additional appliance	\$32.00	
Underground Storage Tank for the storage of gasoline	\$69.00	

Engineering Construction		
Sidewalk Panels (measured in linear metres, 1.5 metres wide):		
First 3 metres or portion	\$1,157.00	
Each subsequent metre	\$256.00	
Curb & Gutter (measured in linear metres):		
First three meters or portion	\$1,340.00	
Each subsequent meter	\$280.00	
Driveway Curb (each, up to 6 metres wide)	\$792.00	
Each subsequent metre	\$76.00	
R-9 Driveway Crossing (each, up to 6 metres wide)	\$4,202.00	
Extruded Curb (measured in linear metres):		
First metre	\$292.00	
Each subsequent metre	\$55.00	

Development Applications		
Preliminary		
Required as a first step in most development applications	\$750.00	
Proforma evaluation for applications within designated Centres where Community Amenity Contribution policy stipulates	\$10,000.00	at cost (deposit)
Early consultation for applications where required	\$2,000.00	
Rezoning (text or map amendments) and Heritage Revitalization Agreements		
Base Fee	\$3,500.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$1,600.00	
Scanning Fee	\$225.00	
Total	\$5,325.00	
Multi-Family – base fee plus	\$25.00	per resident unit
Official Community Plan Amendment		
Base Fee	\$3,500.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$1,600.00	
Scanning Fee	\$225.00	
Total	\$5,325.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

For change in land use or increased residential density - base fee plus	\$55.00	per 100m ² of floor area
Additional Public Hearing Fees		
Additional Public Hearing (where required for a Rezoning, or Official Community Plan Amendment application)	\$1,600.00	
Additional Public Hearing Signs (where required to ensure good visibility)	\$510.00	
Development Permit – Minor		
Minor façade or design changes to an issued DP;	\$1,075.00	
Additions of less than 1000 sq. ft. (93 m ²) in DP area; and		
Telecommunications facilities involving changes to existing facilities		
Scanning fee	\$51.00	
Total	\$1,126.00	
Minor Development Permit Exemption Letter	\$300.00	
Sign Permits		
Application for new sign(s) that is/are in accordance with the Sign Bylaw, and may be reviewed and issued by staff (including review of the sign package)	\$120.00	for the first sign
	\$75.00	each additional sign
Application for an alteration to a sign permit	\$65.00	
Each additional sign	\$35.00	
Minor Development Permit for a sign or sign package where the sign(s) is/are not in accordance with either the Sign Bylaw or the approved Development Permit	\$525.00	per site
Development Permit – Major (some applications may require more than one Development Permit application and fee)		
Form and Character	\$3,650.00	
Form and character for multi-family, commercial or industrial developments;		
DP for new telecommunications facilities involving new tower		
Scanning fee	\$225.00	
Total	\$3,875.00	
Multi family <u>where no rezoning</u> – base fee plus	\$25.00	per residential unit
Environmental or Hazardous Conditions		
Single Family: (For single family (RS) zoned properties involving more than one development permit, where new development is occurring, the fee for all the Development Permits shall be the fee of the highest value Development Permit plus \$100 for each additional Development Permit fee)		
Protection of the Natural Environment DPA	\$100.00	per parcel for renovations on the existing parcel
	\$520.00	Per new single family dwelling or

Schedule B: DEVELOPMENT AND PERMITTING FEES

		per new single family parcel in a proposed subdivision
Streamside Protection DPA – Single Family	\$100.00	per parcel for renovations on the existing parcel
	\$520.00	Per new dwelling or per new single family parcel in proposed subdivision
In stream restoration or habitat enhancements	\$0	
Wildfire Hazards DPA	\$255.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Creek Hazards DPA	\$100.00	Per parcel for renovations on existing parcel
	\$520.00	Per new single family dwelling or per new single family parcel in a proposed subdivision
Slope Hazards	\$100.00	Per parcel for renovations on existing parcel
	\$520.00	Per new dwelling or per new single family parcel in proposed subdivision
Scanning fee	\$25.00	
Development Permit exemption letter	\$25.00	
Other than single family		
Environmental, or Hazardous Conditions	\$595.00	per 10,000 sq. ft. (929 m ²) of affected site area with a minimum fee of \$595
Scanning fee	\$225.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

Development Permit Exemption Letter	\$50.00	
Scanning fee	\$225.00	
Development Variance Permit		
Single Family		
For three variances or less	\$595.00	
Scanning fee	\$25.00	
Total	\$620.00	
For four variances or more	\$880.00	
Scanning fee	\$25.00	
Total	\$905.00	
Other than Single Family	\$1,185.00	
Scanning fee	\$225.00	
Total	\$1,410.00	
Temporary Use Permit	\$1,185.00	
Scanning fee	\$225.00	
Total	\$1,410.00	
Subdivision		
Subdivisions	\$1,275.00	base fee (includes parent parcels)
Fee per new lot created	\$225.00	per additional lot
Scanning fee	\$225.00	
Strata-titling of currently occupied buildings	\$2,895.00	
Consolidation or lot line adjustment	\$1,000.00	
Subdivision creating an air space parcel	\$3,000.00	per air space parcel
Scanning fee	\$225.00	
Subdivision Conditions Letter extension	\$340.00	
Signing Fee (payable with the submission of the subdivision plans)	\$900.00	
Resubmissions		
This fee may be levied for additional reviews of building, landscape, engineering, survey or tree plans.		
First submission	\$340.00	
Per subsequent submission	\$550.00	
Amendment		
Amendments to approved applications, where the amendment will require staff review and or a public notification process, including:		
Applications to amend Subdivisions or Development Variance Permits; and, Applications to amend existing restrictive covenants.	\$600.00	
Liquor Related Applications		
Special Occasion Licences		
Temporary change to a liquor licence	\$105.00	
Special Occasion Licence		
A private function (not open to the public and no more than 100 people in attendance)	\$26.00	
A public function (including not for profit events that are open to the public)	\$105.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

Permanent Liquor Licenses		
Applications for a new liquor license or an amendment to an existing license	\$1,700.00	
Public Notification Fee	\$1,600.00	
Legal Documents		
Site Specific Legal Documentation		
Fees for legal documents will be based on the costs associated with their preparation. When possible, standardized documents will be used.		actual cost
Standard Servicing Agreement	\$605.00	
Renewal of Standard Development Servicing Agreement	\$605.00	
Special Services		
Where extraordinary work is required including municipal survey work, mediation work, or extraordinary public meetings.		charged at actual cost
Custom Research: requests for detailed research of one or more properties.	\$110.00	per hour
Confirmation Letters: Requests for letters confirming the land use designation in the Official Community Plan or the Zoning of a particular site are requested but where no additional research is required.	\$75.00	

Administration Fees for Development Servicing		
An administration fee required in connection with all administrative costs incurred by the District in connection with the "Works" as defined in the Development Servicing Bylaw	5.1%	up to and including \$100,000
	4.1%	on amount in excess of \$100,000
A design revision fee required in connection with incomplete design drawing submissions for review costs incurred by the District - Minimum charge 1 hour	\$85.00	per hour

Permits Pursuant to the Environmental Protection and Preservation Bylaw		
Aquatic Area Permit	\$315.00	
Soil Permit		
Single Family Residential	\$180.00	
Industrial, Commercial, Multi-family	\$365.00	
Site Profile - for a Site Profile as specified on Schedule 1 of the Waste Management Act – Contaminated Sites Regulation	\$110.00	
Re-Inspection Fee		
Where it has been determined by the Environmental Protection Officer (EPO) that a site undertaking work governed by a permit issued pursuant to the Environmental Protection and Preservation Bylaw has not satisfactorily completed the work after the second inspection by the EPO then the following table of Inspection fees shall apply:		
First inspection to determine final compliance with EPPB Permit conditions; or EPO has to respond to a site regarding ineffective erosion control or other environmental damage complaint	\$0.00	
Second inspection to determine if deficiencies on first	\$0.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

inspection have been corrected		
Third and all subsequent inspections to determine if deficiencies on previous inspections have been corrected	\$110.00	
Inspection Procedure		
The Environmental Protection Officer shall record all inspection records on an inspection sheet to be left with the operator in charge of the site and a copy to be filed with the Environment Department. The Environmental Protection Officer shall determine if an inspection fee is to be charged based on two previous inspections to the same site. Any requests for a third or any additional inspections shall be made through the Environment Department. Third and subsequent inspections shall not be conducted until the inspection fee has been received.		
Works Conducted Without a Permit		
If any works for which a permit is required by the Environmental Protection and Preservation Bylaw are commenced without a permit issued by the Director of Planning, Building, and Environment Services Division, the permit applicant for the proposed works shall pay double the fee prescribed as set out in the Fee section of this Bylaw.		
Preliminary Site Review		
Environmental Requirements - A preliminary plan review and/or site inspection including required liaison with other jurisdictions. The service includes an analysis of a proposed development, building, or structure for compliance with Bylaw 6515: Environmental Protection and Preservation Bylaw and/or other requirements as related to stream or waterfront setbacks.		
Preliminary plan review and/or site inspection	\$130.00	

Tree Permits Pursuant to the Tree Protection Bylaw		
For trees meeting the criteria outlined in Section 14(a) in the Tree Protection Bylaw	\$0.00	
To cut protected trees or large-diameter trees	\$80.00	
For each protected tree or large-diameter tree to be removed up to and including four trees	\$70.00	
For the removal of five or more protected trees or large-diameter trees	\$330.00	
For development involving the removal of ten or more protected trees or large-diameter trees on a parcel greater than 1 hectare	\$1,725.00	
Inspection and Re-inspection Fees		
The following fees shall apply for inspections undertaken to determine whether or not to release a security deposit held under the Tree Protection Bylaw:		
Initial Inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order to Comply, a copy of which shall be left at the site.	\$0.00	
2nd Inspection - To determine final compliance with tree	\$0.00	

Schedule B: DEVELOPMENT AND PERMITTING FEES

permit conditions. Deficiencies are noted on an Environmental Inspection Report or an Order to Comply, a copy of which shall be left at the site.		
3rd Inspection - After expiration of an Order to Comply given on the second inspection, the third and all subsequent inspections will be undertaken to determine if deficiencies noted on previous inspections have been corrected. Deficiencies are noted on and Order to Comply left at the site.	\$110.00	
Where it has been determined that work or development permitted pursuant to the Tree Protection Bylaw has not been satisfactorily completed, the following fees shall apply with respect to inspections:		
Inspection relating to tree protection barrier, retained tree or replacement tree	\$110.00	
Inspection to determine compliance with tree permit or bylaw	\$110.00	
The environmental compensation fee payable pursuant to section 15(b) of the Tree Protection Bylaw	\$510.00	
Installation of Street Tree(s)	\$670.00	

Amended by: 7365 7516 7581 7632 7691 7740 7794 7814 7871 7911 7917

Schedule 3 to Bylaw 7960

Schedule C

PARKS AND RECREATION FEES

Cates Park Boat Launch		
Annual Pass - non-resident	\$236.00	
Annual Pass – resident	\$154.00	
Daily Launch	\$18.00	

Gallant Wharf – Prepaid Moorage Recommended Rates/Foot		
Winter		
Monthly	\$7.37	
3 Months	\$20.98	
6 Months	\$38.00	
Summer		
Monthly	\$10.04	
3 Months	\$28.13	
6 Months	\$50.00	

Gallant Wharf Ticket Machine Recommended Rates		
Rate (Up to 16 ft.)		
2 hour	\$3.34	
6 hour	\$10.71	
12 hour	\$21.65	
Rate (Over 16 ft. up to 20 ft.)		
2 hour	\$4.24	
6 hour	\$12.50	
12 hour	\$25.00	
Rate (Over 20 ft. up to 24 ft.)		
2 hour	\$4.69	
6 hour	\$14.06	
12 hour	\$28.13	
Rate (Over 24 ft. up to 28 ft.)		
2 hour	\$5.13	
6 hour	\$15.63	
12 hour	\$31.25	
Rate (Over 28 ft. up to 32 ft.)		
2 hour	\$5.80	
6 hour	\$17.19	
12 hour	\$34.38	
Rate (Over 32 ft. up to 36 ft.)		
2 hour	\$6.25	
6 hour	\$18.75	
12 hour	\$37.50	

Picnic Events		
Covered Shelter 100+ people – 4 hours	\$111.00	
Covered Shelter 60 people – 4 hours	\$88.00	
Covered Shelter 40 people or less – 4 hours	\$64.00	

Schedule C: PARKS AND RECREATION FEES

Lynn Canyon Park		
Buses 24 seats and under	\$25.00	for two hours
Buses 25 seats and over	\$43.00	for two hours
Annual Bus Pass - (24 seats and under)	\$845.72	per bus per year
Annual Bus Pass - (25 seats and over)	\$1,160.00	per bus per year

Ecology Centre		
Eco-Quest, Eye-Spy Museum Activity (Individual)	\$2.50	
Children's Program (Individual)	\$8.25	
Children's Summer Mini-Camps	\$62.00	
Birthday Parties 10 students (price per group)	\$127.00	
Youth Groups		
Pre-school to grade 7 (12 students or less)	\$66.00	
Pre-school to grade 7 (13 to 30 students)	\$117.00	
Grade 8 to 12 & Eco-tour groups ages 15 & up (12 students or less)	\$77.00	
Grade 8 to 12 (13 to 30 students)	\$147.00	
Grade 8 to 12 (31 to 45 students)	\$213.00	
Adult Programs (per individual)	\$5.00	

Maplewood Farm		
Adult	\$6.70	
Child/Senior	\$4.02	
Peak Period (Adult)	\$7.70	
Peak Period (Child)	\$4.52	
Special Events (Adult)	\$7.70	
Special Events (Child)	\$5.02	
Annual Family Membership	\$111.61	
Behind the Scenes General	\$21.43	
Behind the Scenes Member	\$11.16	
Pony Ride (per hour)	\$84.82	
Prepayment Plan		
Group size 0-8	\$110.49	
Group size 9-15	\$220.54	
Group size 16-25	\$330.80	
Group size 26-50	\$661.61	
Group size 51-75	\$882.14	
Group size 76-100	\$1,102.68	

Amended by: 7296 7365 7433 7516 7581 7632 7691 7740 7814 7871 7917

Schedule 4 to Bylaw 7960

Schedule D

PROTECTIVE SERVICES FEES

Fire Services: Pursuant to Fire Services Bylaw		
Information requests	\$157.00	per civic address or request
Fire Safety Plan		
Review for new Fire Safety Plans	\$157.00	
Annual review of existing Fire Safety Plans	\$52.00	
Charge to developer for DNV to develop a Pre-Fire Plan	\$776.00	
Review Pre-Fire Plan	\$107.00	
Charge ID submitted drawings are not in format acceptable to DNV	\$315.00	
Permit Fees		
The fees hereinafter specified must be paid to the District by all applicants for any Permit required by this Bylaw, or under the Fire Code adopted by this Bylaw, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said Permit is required:		
For any installation of gasoline tanks, oil tanks, diesel tanks and dispensing pumps:		
2,300 L (500 I.G.)	\$15.00	
2,301-4,600 L (501-1,000 I.G.)	\$20.00	
4,601-23,000 L (1,001-5,000 I.G.)	\$30.00	
23,001-46,000 L (5,001-10,000 I.G.)	\$40.00	
46,001-115,000 L (10,001-25,000 I.G.)	\$60.00	
115,001-230,000 L (25,001-50,000 I.G.)	\$100.00	
230,001-460,000 L (50,001-100,000 I.G.)	\$150.00	
460,001-920,000 L (100,001-200,000 I.G.)	\$200.00	
920,001-2,300,000 L (200,001-500,000 I.G.)	\$250.00	
Each dispensing pump	\$10.00	
Inspections and installation of domestic and commercial oil burners:		
Each domestic installation	\$5.00	
Each commercial installation	\$10.00	

North Vancouver RCMP Services		
Criminal Record Check	\$57.00	
Criminal Record Check – Volunteers – Local Residents	\$0.00	
Police Certificate (Including prints if required)	\$54.00	
Fingerprints Taken (up to 2 sets – additional sets @ \$5.25 each)	\$54.00	
Local Police Records Checks	\$54.00	
Name Change Applications	\$54.00	
Taxi Permit Application	\$57.00	
Taxi Permit (lost/replacement fee)	\$28.50	
MV 6020 – Motor Vehicle Accident Report	\$60.00	
Preliminary Collision/Traffic Analyst Report	\$60.00	
Full Collision/Traffic Analyst Report	\$661.00	
Field Drawing Reproduction	\$36.00	

Schedule D: PROTECTIVE SERVICES FEES

Measurements	\$240.00	
Crash Data Retrieval Report	\$180.00	
Mechanical Inspection Report (in addition to cost)	\$60.50	
Police Reports	\$60.50	
Passport Letters	\$60.50	
Insurance Claim Letter	\$60.50	
Court Ordered File Disclosure (in addition to copying charge)	\$60.50	
Photographs (each – 4 x 6)	\$2.40	
Video Reproduction		
First hour	\$60.50	
Per hour after first hour	\$30.00	
Cost of CD/DVD	\$6.00	
Audio Reproduction		
First hour	\$60.50	
Per hour after first hour	\$30.00	
Cost of CD/DVD	\$18.50	
Forensic Video Analysis – Cost per hour	\$119.50	
File Research – Cost per hour	\$42.00	

Amended by: 7426 7434 7446 7581 7740 7814 7871 7917

Schedule 5 to Bylaw 7960

Schedule E

LICENSING AND FILM FEES

Filming		
Park fee – per film day – Cates Park, Lynn Canyon Park, Murdo Frazer Park & Cabin	\$1,200.00	
Park fee – Half day rate maximum 12 hours– Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$900.00	
Park fee – prep/wrap per day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$600.00	
Large Park fee - per film day - all other large parks	\$800.00	
Large Park fee – Half day rate maximum 12 hours	\$600.00	
Large Park fee – prep/wrap per day	\$400.00	
Neighbourhood Park fee – per film day	\$400.00	
Neighbourhood Park fee – Half day rate maximum 12 hours	\$300.00	
Neighbourhood Park fee – Prep/wrap per day	\$200.00	
Commercial Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	\$250.00	
Park Liaison Fee per hour	\$65.00	
RCMP per hour and member (Corporal)	\$95.00	
RCMP per hour and member (Sergeant)	\$115.00	
Fire Officer per hour	\$124.00	
Firefighter per hour	\$114.00	
Permit fee per location	\$220.00	
Street filming user fee	\$150.00	
On street parking per 100 feet per day	\$55.00	
Signs (new & replacement) per sign	\$15.00	
Modification of existing signs (per sign)	\$5.00	
Fire Hydrant Usage per day	\$55.00	
Garbage disposal (as needed)	\$60.00	

Animal Control & Welfare Licences & Fees		
Spayed or neutered dog	\$26.50	annual fee
Not spayed or neutered dog	\$67.00	annual fee
Not spayed or neutered dog 3 to 6 months of age	\$26.50	
Spayed or neutered aggressive dog	\$77.00	
Fee increase – on or after February 1, in the current year, the annual fees contained in this table are increased by	\$10.00	
Fee reduction - On or after September 1, in the current year, the annual fees contained in this table shall be reduced by 50 percent where an owner provides satisfactory proof to the Collector that:		
the owner only established residency in the District of North Vancouver within 30 days of the application date; or,		
the dog, for which the licence is sought, was acquired by the owner within 30 days of the application date		
Replacement license	\$5.00	

Impound and Maintenance Fees		
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Schedule E: LICENSING AND FILM FEES

1st Impoundment:		
Licensed Dog	\$95.00	
Unlicensed Dog	\$155.00	
Subsequent Impoundment within 365 days:		
Licensed Dog	\$500.00	
Unlicensed Dog	\$500.00	
Maintenance	\$25.50	per day
Additional Impound Fees for Aggressive Dogs (licensed or unlicensed) (These fees are in addition to the impound and maintenance fees set out above):		
1 st Impoundment	\$205.00	
Subsequent Impoundment	\$750.00	
Surrender Fees:		
Spayed or Neutered Dog		
With Medical Records	\$80.00	
Without Medical Records	\$105.00	
Not Spayed or Neutered Dog		
With Medical Records	\$215.00	
Without Medical Records	\$215.00	
Spayed or Neutered Cat		
With Medical Records	\$52.00	
Without Medical Records	\$80.00	
Not Spayed or Neutered Cat		
With Medical Records	\$150.00	
Without Medical Records	\$175.00	
Additional Fee for a Non-Resident of the District	\$310.00	

Adoption Fees

Canines six months of age or older	\$205.00	
Canines up to six months of age	\$310.00	
Felines six months of age or older	\$130.00	
Felines up to six months of age	\$180.00	

Annual Park Use Permit Fees

Commercial Dog Walking Business – Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$550.00	
2	\$660.00	
3	\$775.00	
4	\$885.00	
Location of Commercial Dog Walking Business - Not in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$815.00	
2	\$925.00	
3	\$1,045.00	
4	\$1,160.00	
Annual Commercial Dog Walker Permit Fees:		
Annual Permit Fee	\$57.00	
Replacement Permit Fee (for name change)	\$30.00	

Schedule E: LICENSING AND FILM FEES

Horse Keeping Permit		
Impounding, transportation and maintenance		full cost
Horse Permit Application Fee (non-refundable)	\$114.00	Per horse

Fees for Business Licenses**Schedule of License Fees A**

Every person carrying on, maintaining, owning or operating within the municipality any business, trade, occupation, calling, undertaking or thing classified and set forth below shall pay to the municipality the amount of the licence fee set opposite to the business, trade, occupation calling, undertaking or thing carried on, maintained, owned or operated by such person. The definitions in the Business License Bylaw 4567 apply to this bylaw.

Unless otherwise indicated the licence fee is for a twelve-month period - January 1st to December 31st.

Group 1 Miscellaneous

Aquaculture	Environmental Technologist
Advertising Agent	Funeral Parlour
Agent or Canvasser	Golf Driving Range/Golf Course
Auctioneer	Health Spa
Banquet Hall	Ice Rink
Bill Poster & Sign Company	Junk Yard
Book Agent	Publishing
Broker	Roller Rink
Crematorium	Ski/Chairlift/Tram
Dance Hall	Stevedoring
Employment Agency	Tennis/Racquet Clubs

License Fee

one or two persons engaged in the business	\$257.00
three to five persons engaged in the business	\$378.00
six to ten persons engaged in the business	\$511.00
eleven to twenty persons engaged in the business	\$632.00
each additional ten persons engaged in the business	\$198.00
Maximum	\$4,008.00

Group 2 Financing and Various

Banks	Mail Order
Financing Agent	Money Lenders
Guarantee or Bonding Company	Pawn Brokers
Investment Company	

License Fee

If one to twenty five persons are engaged in the business	\$1,256.00
If twenty-six to fifty persons are engaged in the business	\$1,778.00
If fifty-one to one hundred persons are engaged in the business	\$2,274.00
For each additional ten persons engaged in the business	\$257.00
Maximum	\$4,008.00

Group 3 Professional Services

Accountant	Physiotherapist
Architect	Podiatrist
Barrister	Psychiatrist
Chiropractor	Psychologist
Dental Technician	Radiologist
Dentist/Dental Surgeon	Solicitor
Engineer	Notary Public

Schedule E: LICENSING AND FILM FEES

Lawyer	Surgeon
Massage Therapist	Surveyor
Medical Practitioner or Specialist	Veterinary Surgeon
Optometrist	Professional Services
Orthodontist	Unclassified
Physician	
License Fee:	
One or two persons are engaged in the business	\$257.00
Three to five persons are engaged in the business	\$717.00
Six to ten persons are engaged in the business	\$1,400.00
Eleven to twenty persons are engaged in the business	\$2,549.00
Each additional ten persons engaged in the business	\$1,219.00
Maximum	\$4,008.00
Group 4 Social Escort Services	
License Fee	
Social Escort Service	\$4008.00
Group 5 Licensed Beverage Establishments	
Liquor Primary Establishment	
For the first 10 seats	\$705.00
For each additional 10 seats or any portion thereof	\$82.00
to a maximum of	\$4,008.00
Food Primary Establishment	
For the first 10 seats	\$351.00
For each additional 10 seats or any portion thereof	\$25.00
Maximum	\$4,008.00
Schedule of License Fees B	
Group 1 Areas	
Rental Properties	
0 to 90 square metres	\$32.00
each additional 90 square metres or portion thereof	\$32.00
Maximum	\$4,008.00
Storage Areas	
0 to 1 860 square metres of ground space	\$377.00
1 861 to 4 650 square metres of ground space	\$885.00
4 651 to 7 440 square metres of ground space	\$1,341.00
7 441 to 10 230 square metres of ground space	\$1,790.00
10 231 to 13 020 square metres of ground space	\$2,241.00
13 021 to 15 810 square metres of ground space	\$2,710.00
15 811 to 18 600 square metres of ground space	\$4,008.00
For each additional 2 790 square meters or portion thereof	\$311.00
Maximum	\$4,008.00
Warehousing	
0 to 930 square metres of floor space	\$557.00
931 to 2 790 square metres of floor space	\$1,160.00
2 791 to 4 650 square metres of floor space	\$1,778.00
4 651 to 6 510 square metres of floor space	\$2,378.00
6 511 to 8 370 square metres of floor space	\$2,981.00
8 371 to 10 230 square metres of floor space	\$3,600.00
10 231 to 12 090 square metres of floor space	\$4,000.00
For each additional 1 860 square metres or portion thereof	\$497.00
Maximum	\$4,008.00

Schedule E: LICENSING AND FILM FEES

Group 2 Units		
License Fee		
Apartment	\$23.00	each space
Automobile Parking Lot	\$5.00	each space
Bed and Breakfast	\$68.00	each room
Billiard/Pool Hall	\$50.00	each table
Boarding House	\$12.00	each room
Bowling Alley	\$50.00	each alley
Coin Operated Coat Hanger Stands	\$26.00	each stand
Coin Operated Laundromat/Dry Clean	\$15.00	each machine
Curling Rink	\$50.00	each sheet
Dormitory	\$12.00	each room
Hotel/Rooming House	\$12.00	each room
Mobile Canteen	\$198.00	each unit
Motel	\$23.00	each unit
Marina		
Up to 50 leased spaces	\$127.00	
51 to 100 leased spaces	\$197.00	
101 to 200 leased spaces	\$332.00	
201 to 300 leased spaces	\$449.00	
301 to 400 leased spaces	\$587.00	
401 to 500 leased spaces	\$708.00	
501 to 600 leased spaces	\$827.00	
601 to 700 leased spaces	\$964.00	
701 to 800 leased spaces	\$1,083.00	
801 to 900 leased spaces	\$1,218.00	
901 to 1000 leased spaces	\$1,336.00	
Post Box Rental Agency	\$1.00	each post box
Theatre	\$1.00	each seat
Theatre - Drive-in	\$1.00	each stall
Vending machine Fee		
Group 1 – no coin to operate	\$59.00	for each machine
Group 2 - \$0.06 to \$0.25 to operate	\$32.00	for each machine
Group 3 - \$0.26 to \$0.99 to operate	\$64.00	for each machine
Group 4 - \$1.00 or more to operate	\$91.00	for each machine
Group 5 - music systems	\$91.00	for each machine
Group 6 - amusement machines	\$209.00	for each machine
Maximum	\$4,008.00	
Group 3 Itinerants		
License Fee		
Carnival	\$114.00	for each day
Circus	\$114.00	for each day
Concert Hall	\$59.00	for each day
Dog or Cat Show	\$22.00	for each day
Exhibition	\$59.00	for each day
Horse or Pony Show	\$34.00	for each day
Musical Attraction	\$59.00	for each day
Promoter of Entertainment	\$114.00	for each day
Promoter of Sporting Event	\$229.00	for each day
Theatrical Show (when held in other than a duly licensed theatre)	\$13.00	for each day
Other form of itinerant show, entertainment, amusement	\$59.00	for each day

Schedule E: LICENSING AND FILM FEES

or exhibition		
Soliciting for Charity	\$5.00	for each day
Film Production (Non-Resident Business)	\$23.00	annually
Schedule of License Fees C		
Group 1 Contractors		
Acoustical	General Contractor	
Air Conditioning	Intercommunications	
Alarm Systems	Lawn Irrigation	
Arborite (Counter Tops)	Land Clearing	
Blacktopping	Landscape/Gardening	
Blasting	Locksmith	
Brickwork/Masonry	Logging	
Building	Machine Shop	
Bulldozing	Marble	
Cabinets & Vanities	Millwork	
Caulking	Plastering/Stucco	
Ceramic Tile	Power Sweeping	
Cement Finishing	Overhead Doors	
Concrete	Painting	
Crane Service	Paving	
Cutting & Coring	Plumbing	
Demolition	Refrigeration	
Disposal Service	Road marking	
Ditching	Roofing	
Door Sales/Installation	Sanitary	
Draft Sealing	Sandblasting	
Drainage	Sash & Door	
Drilling	Siding	
Finish Carpentry	Sign Painter	
Drywall	Sprinkler	
Electrical	Structural/Reinforcing Steel	
Electronics	Tree Service	
Elevator/Skip Hoist	Upholstery	
Excavating/Backfill	Ventilation	
Fencing	Waterproofing	
Flooring	Weatherproofing	
Framing	Welding	
Glazing	Window Sales//Installation	
Hauling	Wrecking	
Insulation	Wrought Iron	
License Fee		
One or two persons engaged in the business		\$126.00
Three to five persons engaged in the business		\$256.00
Six to ten persons engaged in the business		\$378.00
Eleven to twenty persons engaged in the business		\$632.00
Each additional ten persons engaged in the business		\$256.00
Maximum		\$4,008.00
Group 2 Services		
Accounting Services	Interior Decorator	
Appraisal Services	Junk Pick Up Services	
Auditing Services	Manufacturers Agent	

Schedule E: LICENSING AND FILM FEES

Audio/Video Production	Marine Service
Auto Accessories Sales/Installations	Marine Service Station
Auto Marine Towing	Marketing
Automobile Body Repair Shop	Mobile Hairdressing
Automobile Reconditioning/Polishing	Office Equipment Services
Automobile Service (Mobile)	Pedlars/Hawkers/Hucksters
Automobile Service Garage	Pest Control
Automobile Service Station	Pet Services
Bookkeeper/Stenographer	Photographer
Business Office	Property Management
Collection Agent	Real Estate Sales
Commercial Art	Recording Studio
Commercial/Industrial Sales	Representatives
Computer Services	Research Laboratory
Consulting Service	Restoration Services
Courier Service	Security Services
Disco Music Service	Swim School
Distributors	Tanning Studios
Dog-walking Business	Telephone Equipment Sales/Service
Drafting & Design Services	Tire Sales and Service
Driving School	Transfer/Express Company
Electro/plating/polishing	Vacuum Cleaner/Sales/Service/Installation
Equipment Rental	Vehicle Repair
Fuel Dealer	Vehicle Undercoating
Gold/Silversmiths	Vehicle/Boat Rental
Gym/Steam Baths	Weight Control Services
Importers/Exporters	Wheel Alignment
Instrument Sales/Service	Word Processing
Insurance Agency	
License Fee	
One or two persons engaged in the business	\$150.00
Three to five persons engaged in the business	\$271.00
Six to ten persons engaged in the business	\$405.00
Eleven to twenty persons engaged in the business	\$663.00
Each additional ten persons engaged in the business	\$271.00
Maximum	\$4,008.00
Group 3 General	
Appliance/Repair	Music School
Boat Builders/Repairs	Nursing Home
Boat/Bus Charter	Oil Storage Depot
Boiler Sales/Service	Outboard Motors, Sales/Service
Booming Ground	Piano Tuning/Repairs
Business College or Trades School	Plating
Carpet Cleaners	Pressure Cleaning
Carpet Sales/Installation	Private Hospital
Caterer	Printer
Child Care Facilities	Processor
Chimney Sweep	Pumps, Sales/Service/Installation
Dancing Academy	Public Stenographer
Dental Mechanic	Recycling

Schedule E: LICENSING AND FILM FEES

Dressmaker	Riding Academy
Equipment Sales/ Service/ Installation	Salvage
Fire Extinguishers Sales/Service	Shipyard
Fireplace Sales/Installation	Spray Services
Furniture Stripping/Finishing	Storage Facility
Gas, Oil, Installations	Taxi Services
General Household Repairs	Teacher
Grain Storage	Tool Makers
Heavy Duty Equipment, Sales/Service	Telephone Answering Service
Home crafts	Tour/Guide Services
Janitorial Service	T.V. Radio Repairs/Rentals
Machinery, Sales/Service/Installation	Towel/Uniform Service
Masseur	Underwater Services
Mechanical Repairs	Vacuum Cleaner Service
Milk & Delivery Sales	Venetian Blinds, Sales/Service
Film Production	Watch Repair
Hobby Beer & Wine Making Establishment	Wholesaler
Manufacturer	Wood Stove Sales/Installation
License Fee	
One or two persons engaged in the business	\$126.00
Three to five persons engaged in the business	\$256.00
Six to ten persons engaged in the business	\$378.00
Eleven to twenty persons engaged in the business	\$632.00
Each additional ten persons engaged in the business	\$256.00
Maximum	\$4,008.00
Notwithstanding the number of persons engaged in a child care business, the fee payable shall not exceed \$126.00.	
Registered Society	
Adult Care Facilities (includes facility in a Single Family Residential Unit)	
Child Care Facilities (includes facility in a Single Family Residential Unit)	
Day Care	
Hospitals	
Schools	
Places of Religious Worship	
Business Office	
The fee for operators in this subsection is \$0.	
Schedule of License Fees D	
Group 1 Shops and Stores	
Automobile Dealer	Restaurant
Barber	Retail Food Services
Aesthetician	Retail Trader
Cleaner & Dyer	Recreation Vehicle Sales/Service
Hair Salon	Second Hand Dealer
Laundry	Shoe Repair
Mobile Home Sales/Service	Tailor
Marine Sales & Chandlery	Travel Agent
Nail Salon	Truck/Trailer/Sales/Service

Schedule E: LICENSING AND FILM FEES

Photographic Studio	Video Rentals/Sales
License Fee	
First 70 square metres of sales, service, display and storage space or any portion thereof contained within the building	\$150.00
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, up to 900 square metres	\$92.00
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, in excess of 900 square metres	\$38.00
Each 90 square metres or portion thereof of outside ground storage area adjacent to the building	\$14.00
Maximum	\$4,008.00
Schedule of License Fees E	
Group 1 Unclassified	
Every person carrying on within the Municipality any business, trade, employment, occupation, or calling not hereinbefore enumerated, shall pay to the Municipality a fee as follows:	
One or two persons are engaged in the business	\$126.00
Three to five persons are engaged in the business	\$256.00
Six to ten persons are engaged in the business	\$378.00
Eleven to twenty persons are engaged in the business	\$632.00
Each additional ten persons engaged in the business	\$256.00
Maximum	\$4,008.00
Re-Inspection Fee	\$74.00
Schedule of License Fees F	
There is no Schedule of License Fees F	
Schedule of License Fees G	
The fee payable by any person for an Inter-Municipal Business Licence is the fee applicable to the specific category of business plus an administration fee of \$50.00.	
The categories of businesses which are eligible for an Inter-Municipal Business Licence are:	
Acoustical	Land Clearing
Air Conditioning	Landscape/Gardening
Alarm Systems	Lathing
Alterations and Repairs	Locksmith
Appliance Repair	Logging
Arborite	Marble
Architects	Mechanical/Mechanical Equipment Installation
Awnings	Metal Worker
Blacktopping	Millwork
Blasting	Moving (Building)
Brickwork/Masonry	Oil Worker
Building	Ornamental Ironwork
Building Movers	Painting/Decorating
Bulldozing	Paving
Cabinets	Pest Control
Cable Installation	Pile driving
Carpenter	Pipe Bending & Fabricating
Carpet Cleaner	Pipeline

Schedule E: LICENSING AND FILM FEES

Caulking	Plaster/Stucco
Cement Finishing	Plastic
Chimney Service	Plumbing
Cladding	Power Sweeping / Vacuum
Concrete	Pressure Washing
Concrete Pumping	Pump Maintenance/ Installation
Construction Manager	Rails
Crane Operator	Refrigeration
Cutting and Coring	Reinforcing Steel
Decking	Restoration
Demolition	Road Builders
Disposal Service	Roofing
Ditching	Sand Blasting
Diving	Sanitary
Doors – Overhead, etc.	Saunas
Draft Sealing	Scaffolding
Drainage	Security and Alarms
Drilling	Sewers
Drywall/Plasterer	Sheet Metal
Electrical	Shingler
Electronics	Shoring
Elevator/Skip Hoist	Siding
Engineers	Signs, all
Excavating/Backfill	Skylights
Fabricating (metal)	Sprinklers
Fencing	Steamfitters
Fiberglassing	Steel Erection
Finish Carpentry	Store Fixtures & Decorations
Fireplaces (non-masonry)	Swimming Pools
Fireproofing	Tanks
Flagging Services/Traffic Control	Terrazzo
Flooring	Tile
Framing	Toilet Partitions/Shelving
Furnace Repair	Tree Service
Gas	Upholstering
General Household Repair/ Handyman Service	Ventilation
Glazing	Waterproof
Gutters	Weatherproof
Hauling	Welding
Heating/Sheet Metal	Wood Preserving
Inspection Services	Wood Stove Installer
Insulation	Wrecking
Intercommunications	Wrought Iron
Iron Worker	
Irrigation	
Janitorial Service	

License Transfer Fees

Where any licence or licences is or are transferred, a fee equal to 20% of the total fee for such licence or licences shall be charged except that the minimum fee for a transfer is \$42.00.

Schedule E: LICENSING AND FILM FEES

Amended by: 7365 7433 7632 7691 7740 7794 7814 7856 7871 7917

Schedule 6 to Bylaw 7960

Schedule F

TRANSPORTATION FEES

Permit		
Activities on Road Allowance due to adjacent Development	\$109.00	+\$0.50/m ² /week
Storage of Waste Disposal Bins on Road Allowance	\$46.00	+\$15/week
Construction on Road Allowance	\$61.00	per occurrence
Special Events, Filming and Community Signs	\$39.00	per occurrence
Highway Use Permit (block watch party)	\$0.00	
Highway Construction and Planting Permit	\$119.00	
Newspaper Box Permit	\$42.00	


Signage		
Way-finding signage (design, manufacture and installation)	\$300.00	

Removal and Detention of Chattels and Obstructions		
The following fees, costs and expenses shall be paid by the owner of any chattel or obstruction removed, detained or impounded under this Bylaw:		
Removal of Construction Materials, furnishings, newspaper boxes, portable toilets, shopping carts and other small items:		
per person per hour	\$75.00	
per hour if excavating or lifting equipment required	\$130.00	
To Detain Per Day	\$11.00	per m ³
Removal of Industrial Waste Container, Construction Trailer, Portable Building and other large items:		
To Remove	\$1,100.00	
To Detain Per Day	\$75.00	

Amended by: 7794 7814 7856 7871 7917

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COUNCIL AGENDA/INFORMATION			
<input type="checkbox"/> In Camera	Date: _____	Item # _____	
<input type="checkbox"/> Regular	Date: _____	Item # _____	
<input checked="" type="checkbox"/> Agenda Addendum	Date: <u>DEC 10, 2012</u>	Item# _____	
<input type="checkbox"/> Info Package			
<input type="checkbox"/> Council Workshop	DM# _____	Date: _____	Mailbox: _____


Dept.
Manager


Director


CAO

The District of North Vancouver REPORT TO COUNCIL

December 6, 2012
File: 3060-20-52.12
Tracking Number: RCA -

AUTHOR: Brett Dwyer, Acting Director Planning, Properties and Permits

SUBJECT: Seylynn Village

RECOMMENDATION: It is recommended that this report be received for information.

REASON FOR REPORT: At consideration of second reading of the Seylynn Village bylaws Council revised the zoning bylaw to lower the height of the third tower from 32 to 28 floors and asked staff to report back on the impact of this revision prior to further consideration of the bylaws.

SUMMARY: The third tower height reduction from 32 to 28 storeys results in 36 units and 2960 sq m (31,861 sq ft) which need to be relocated in the project. The impact of relocating this space results in an estimated increase in the tower bulk of approximately 4% in tower #2 and 10% in tower #3 which will result in a slightly more 'squat' building massing for towers 2 and 3.

The exact extent of the financial impact of this revision is not known however it is common knowledge that unit values in a tower will increase by floor the higher up in the tower that it is located.

BACKGROUND: The project has been designed with three towers of 24, 28 and 32 storeys in height. The zoning bylaw for this project received first reading on October 15, 2012 and a public hearing was held on November 6, 2012. At second reading on December 3, 2012 Council revised the zoning bylaw to lower the height of the third tower from 32 to 28 storeys without reducing the permitted number of units in the development. Council asked staff to report back on the impact of this revision in terms of how the floor area may be hypothetically redistributed on the site and also to the likely financial performance of the project.

ANALYSIS: Reducing the height of the 3rd tower by 4 storeys means redistributing the floor area of 4 typical levels for a total redistribution of 36 units and 2960 sq m (31,861 sq ft).

Given there is limited opportunity for podium expansion, and understanding that the developers will likely want to minimise the financial impacts, it is anticipated that most of the redistribution would be accommodated by increasing the bulk or mass of towers #2 and #3. Looking at the typical floor level plans it would be a hypothetical 4% increase in the floor plate of the second tower from 740 sq m (7,965 sq ft) to approximately 769 sq m (8,277 sq ft) and a hypothetical 10% increase in the floor plate of the third tower from 740 sq m (7,965 sq ft) to approximately 816 sq m (8,783 sq ft). There may be some limited opportunity for a partial additional podium level on tower #3 which could slightly reduce the 10% increase on tower #3 floor plate. The increase in floor plates mentioned would generally result in an increase in the mass of the towers, particularly for tower #3 located at the corner of Mountain Highway and Fern Street.

With regards to project finances, the actual impact is not known and difficult to quantify without developer involvement. It is commonly understood however that units in the higher levels sell for more than the same unit on lower floors so the height reduction is likely to impact the overall financial performance of the project. It is also probable that higher level units may be assessed at a greater value which could have a slight impact to municipal tax revenue.


Given the current stage of the bylaw process with a closed public hearing, receipt of more detailed site specific information or further negotiations with the developer on amenities and other considerations to offset any hypothetical financial loss could result in the need for a another public hearing. Following third reading, the developer will need to consider the financial performance and feasibility of the revised project and make decisions accordingly.



Brett Dwyer
Acting Director Planning, Properties and Permits

REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:
<input type="checkbox"/> Sustainable Community Development	<input type="checkbox"/> Clerk's Office	External Agencies:	Advisory Committees:
<input type="checkbox"/> Development Services	<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Library Board	<input type="checkbox"/>
<input type="checkbox"/> Utilities	<input type="checkbox"/> Communications	<input type="checkbox"/> NS Health	<input type="checkbox"/>
<input type="checkbox"/> Engineering Operations	<input type="checkbox"/> Finance	<input type="checkbox"/> RCMP	<input type="checkbox"/>
<input type="checkbox"/> Parks & Environment	<input type="checkbox"/> Fire Services	<input type="checkbox"/> Recreation Commission	
<input type="checkbox"/> Economic Development	<input type="checkbox"/> Human resources	<input type="checkbox"/> Other: _____	
	<input type="checkbox"/> ITS		
	<input type="checkbox"/> Solicitor		
	<input type="checkbox"/> GIS		

COUNCIL AGENDA/INFORMATION			
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<input type="checkbox"/> Council Workshop	DM# _____	Date: _____	Mailbox: _____


 Dept.
Manager


 Director


 CAO

The District of North Vancouver REPORT TO COUNCIL

December 6, 2012
File: 09.3900.01/000.000

AUTHOR: James Gordon, Municipal Clerk

SUBJECT: Seylynn Bylaws 7955, 7956, 7957, 7958

RECOMMENDATION:

THAT:

- "The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)";
- "Housing Agreement Bylaw 7956, 2012";
- "Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012"; and,
- "Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012",

are given third reading.


BACKGROUND:

These four bylaws received first reading on October 15, 2012. A Public Hearing was held and closed on November 6, 2012 for bylaws 7955 and Bylaw 7957. These four bylaws then received second reading (bylaw 7955 second reading as amended) on December 3, 2012 and are now ready for consideration of third reading.

OPTIONS:

Council must vote on whether or not to give third reading to these four bylaws.

Respectfully submitted,


 James Gordon
Municipal Clerk

Attachments:

1. The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)
2. Housing Agreement Bylaw 7956, 2012
3. Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012
4. Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012

The Corporation of the District of North Vancouver

Bylaw 7955

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965
(Seylynn Village)

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)".

2. Amendments

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

- (a) Part 2 by replacing:

"For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 see Part 2A, for all other zones see below."

With:

"For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zones 65 and 67 see Part 2A, for all other zones see below."

- (b) Part 2A by replacing the following:

"Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385)

The following definitions apply in the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) only:"

with:

"Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410)

The following definitions apply in the Employment Zones, Village Commercial Zones, Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) and Comprehensive Development Zone 67 (Sections 600-A, 600B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410) only:"

- (c) Section 301(2) by replacing the following zoning designation:
- "Comprehensive Development Zone 60 (CD60)"
- with
- "Comprehensive Development Zone 60 (CD60) – Repealed" (Bylaw 7955)
- and
- "Comprehensive Development Zone 61 (CD61)"
- with
- "Comprehensive Development Zone 61 (CD61) – Repealed" (Bylaw 7955)
- (d) Section 301(2) by inserting the following zoning designation:
- "Comprehensive Development Zone 67 (CD67)"
- (e) Part 4B be amended by deleting the following zones in their entirety:
- i. "Comprehensive Development Zone 60 (CD60)"
 - ii. "Comprehensive Development Zone 61 (CD61)"
- (f) Part 4B be amended by adding the following:
- "Section 4B337
Comprehensive Development Zone 60 (CD60) – Repealed (Bylaw 7955)"
- and
- "Section 4B345
Comprehensive Development Zone 61 (CD61) – Repealed (Bylaw 7955)"
- (g) Part 4B be amended by inserting the following new section:

"4B402 Comprehensive Development Zone 67 (CD67)"

Intent

The purpose of the CD67 Zone is to establish specific land use and development regulations to facilitate a multi-family residential project including a variety of housing choices, commercial uses, and public spaces in a compact, liveable neighbourhood with access to alternative transportation options. The CD67 zone is intended to permit development of up to 790 multiple family residential units and up to 1,100 m² (11,840 sq. ft.) of commercial space, all in a mix of building forms.

The CD67 Zone is applied to all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172),

Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)

Lot 2, District Lot 613, Group 1, New Westminster District, Plan BCP 45273 (PID 028-278-968)

Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984)

as well as the portion of municipal road and lane labelled as "lane to be closed" and "road to be closed" on the road closure plan attached and labelled Schedule C.

4B403 Interpretation

For the purposes of the CD67 Zone, the following terms have the meaning given to them in Part 2A:

- (i) office use;
- (ii) personal service use;
- (iii) residential use;
- (iv) retail use;

The following additional interpretations shall apply in the CD67 Zone:

Commercial purposes means the use of land, building and structure for office use, personal service use, retail use, and take-out restaurant.

Floor Space Ratio (FSR) means that figure obtained when the aggregate gross floor area of all buildings and structures in the CD67 zone exclusive of areas below grade, areas exempted by Section 410 and areas exempted by section 4B406(5) is divided by the aggregate area of all lots in the CD67 zone.

Micro car parking space means a parking space meeting the requirements set out in Section 4B410(4)(iii).

Multi-family flex unit means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m² (796.5 sq. ft.) and contains a defined area (the "lock-off room") for potential separate accommodation, where the lock-off room:

- (a) is not less than 24 m² (258.3 sq. ft.) and not more than 37 m² (398 sq. ft.);
- (b) is not a separate strata lot;
- (c) includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
- (d) has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.

The owner of the multi-family flex unit must be a resident in the multi-family flex unit.

Take-out restaurant use means the use of land, buildings and structures for the provision of prepared food and beverages primarily for off-site or outdoor consumption but may include an indoor eating area limited to not more than 20 persons. Typical uses would include: pizzerias, delicatessens; caterers, cafes; and sandwich bars. This use class does not include: neighbourhood public houses; drive-through restaurants; licensed lounge or supermarkets;

4B404 Uses

(1) The following uses of land, buildings and structures are permitted in the CD67 Zone:

a. Principle Uses:

- (i) Residential Use;
- (ii) Multi-family flex unit;
- (iii) Personal Service Use;
- (iv) Retail Use;
- (v) Take Out Restaurant Use;
- (vi) Office Use.

b. Accessory Uses:

- (i) Home occupations;
- (ii) Private recreation facility to serve residential units; and
- (iii) Outdoor customer service areas.

4B405 Principal Use Regulations

(1) The following regulations apply to principal uses:

- (a) All uses: all uses of land, buildings, and structures are permitted only when all aspects of the use are completely contained within an enclosed building except for:
 - i.) on-site roadways, driveways, parking and loading areas;
 - ii.) landscaped areas such as public plazas, trails, and pedestrian walkways, outdoor seating, and play areas;
 - iii.) outdoor customer service areas;
 - iv.) the display of goods limited to 5m² (54 sq.ft. per commercial purposes unit);
 - v.) outdoor amenity areas (balconies, patios or roof decks).
- (b) Residential uses: the use of land, buildings, and structures for dwelling units is permitted when the following conditions are met:
 - i.) each dwelling unit shall have access to a private outdoor amenity area (balcony, patio, or roof deck) not less than 4.5 m² (48.4 sq.ft.) in size.
 - ii.) balcony enclosures are prohibited.
- (c) Office, Personal Service, Take-out Restaurant, Retail and Service uses: the use of land, buildings, and structures for these uses is only permitted when the following conditions are met:
 - i.) Drive-through service windows and drive-through aisles are prohibited.
 - ii.) any associated outdoor customer service areas must comply with the regulations in Section 4B405(6).

4B406 Height, Size and Density Regulations

The height, size, and density buildings and structures in the CD67 zone shall comply with the following regulations:

(1) Height:

The maximum height and maximum number of storeys of buildings and structures in the CD67 zone shall be regulated as follows, with specific building height provisions based on the development parcel identifiers noted in the map attached labelled "Schedule B."

For the purposes of this section:

- i. Building height shall be measured from the finished grade to the highest point of the roof surface.
- ii. Notwithstanding the provisions of Section 407, the following height exceptions shall apply in the CD67 Zone:
 - a) The following buildings, structures or portions thereof shall not be subject to height limitation: Elevator penthouses, heating, cooling, ventilation and mechanical equipment provided they are completely screened and do not extend more than 5.0 metres above the highest point of any roof surface.
- iii. A podium element attached to a higher building shall be considered part of the higher building.
- iv. Maximum building height shall be as follows:

On Parcel 1, a residential building may not exceed 24 storeys and 75.4 m (247.4 ft.) in height.

On Parcel 2, a residential building may not exceed 6 storeys and 18.6 m (61 ft.) in height. Other buildings on Parcel B may not exceed 3 storeys or 13.0 m (42.7 ft.) in height.

On Parcel 3, a building may not exceed 28 storeys and 86.8 m (284.8 ft.) in height.

On Parcel 4, a building may not exceed 28 storeys and 86.8 m (284.8 ft.) in height.

- (2) Development applications in the CD67 Zone will be reviewed in conjunction with the applicable development permit guidelines, land use covenant, and development guidelines.
- (3) In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- (4) In the case of multi-family flex units, laundry facilities shall be provided for the lock-off room within the lock-off room, or, alternatively, one washing machine and one dryer shall be provided for each 20 multi-family flex units within the multi-family building in which the multi-family flex units are located.
- (5) A minimum of 500 m² (5,382 sq.ft.) of the total permissible floor area in the CD67 Zone must be used for commercial purposes.
- (6) Outdoor Customer Service Areas:

Despite Section 413, outdoor customer service areas in Comprehensive Development Zone CD67 shall be permitted only in accordance with the following regulations:

- a) an outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
- b) an outdoor customer service area shall not exceed the lesser of 50% of the total gross floor area of the premises to which it relates or 25 seats;

(7) Acoustical Requirements:

In the case of residential purposes a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

For the purposes of mixed-use development with ground floor commercial space, the acoustical report shall provide evidence that commercial activities will not result in contraventions of the above-noted residential noise-level limits.

(2) Density:

In the CD67 Zone the floor space ratio shall be a maximum of 1.5. The maximum aggregate number of dwelling units shall be 275, including a maximum of 205 market condominium dwelling units and 70 affordable rental dwelling units. The maximum floor area for commercial purposes shall be 200 m² (2,153 sq. ft.)

(3) Despite Section 4B406(2) the maximum aggregate gross floor area for residential uses shall be 48,000 m² (516,668 sq. ft.) the maximum aggregate gross floor area for commercial purposes shall be 500 m² (5,382 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 545 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.5 million is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(4) Despite Sections 4B406(2) and 4B406(3) the maximum aggregate gross floor area for residential uses shall be 73,400 m² (790,071 sq. ft.), the maximum aggregate gross floor area for commercial purposes shall be 1,025 m² (11,033 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 790 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.0 million (over and above the \$1.5 million referred to in section 4B340(2)) is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(5) Floor Space Ratio Exemptions

The following shall be excluded from the computation of gross floor area:

- (i) The area within parking garages, parking access areas, interior and exterior common staircases, elevator shafts, uncovered roof deck areas, as well as common heating, mechanical, electrical and utility rooms.
- (ii) The area of balconies and covered patios in a building up to an area equal to 10% of the residential floor area in this building.

- (iii) An area not to exceed 2,100 m² (22,604 sq. ft.) within a single common private accessory recreation building to serve all residential units on Parcels A, C, and D as shown on the map attached labelled "Schedule B" where such recreation building shall include workout rooms, games rooms, or other uses of a social or recreational nature.
- (iv) The area within dwelling units required to achieve the District's Adaptable Design Guidelines to accommodate mobility and accessibility, to a maximum of 1.86 m² (20 square feet) for a Level 2 unit, and 4.2 m² (45 square feet) for a Level 3 unit.
- (v) The area within designated bicycle parking and storage areas, not within an individual dwelling unit, and located at or below Level 2 of a building, to a maximum of 5% of the gross floor area of the building within which the designated bicycle parking and storage area is located.
- (vi) The area within a child-care space secured by a restrictive covenant satisfactory to the District of North Vancouver and up to a maximum of 260 m² (2,799 square feet).

4B407 Landscaping Regulations

- (1) All land areas not occupied by buildings, structures, driveways, sidewalks and public plaza spaces shall be landscaped or finished in accordance with an approved landscape plan.
- (2) All electrical kiosks not located underground or within a building shall be screened with landscaping.

4B408 Flood Construction Requirements

- (1) All construction must be done in accordance with requirements to address the flood hazard, in particular all habitable floor space must be constructed above the established flood construction levels, and any basements or underground parking garages constructed must incorporate appropriate flood protection measures as determined by a professional engineer specializing in flood hazard assessment and as required by any restrictive covenant registered on the title of the property.

4B409 Waste Disposal / Recycling Facility Regulations

- (1) All surface garbage and recycling container temporary storage areas shall be screened with a minimum 2 metre (6.56 foot) high screen consisting of a screening wall, landscaping or a combination thereof.

4B410 Parking, Loading and Bicycle Parking Regulations

Parking for vehicles and bicycles and loading facilities in this zone shall be provided in accordance with the following regulations:

(1) Parking shall be provided as follows:

- | | |
|--|--|
| a) Commercial purposes: | 1 space / 45 m ² of GFA* |
| b) Child-care: | 1.25 spaces / classroom |
| c) Market Residential: | 1.1 spaces / dwelling unit |
| d) Market Residential Visitor Parking: | 0.1 spaces / dwelling unit |
| e) Affordable Rental Housing | 0.74 spaces / dwelling unit inclusive of visitor parking |

*GFA (Gross Floor Area).

(2) Unbundled parking is permitted to a maximum of 25% of market residential units.

(3) All off-street parking spaces shall be provided on the same parcel as the building for which such spaces are required and Sections 1002.4 and 1002.5 of the Zoning Bylaw shall not apply in the CD67 Zone.

(4) Small Car and Micro Car Parking Spaces are permitted under the following conditions:

- (i) The ratio of small car parking spaces in the CD67 Zone shall not exceed 35% of the total vehicle parking requirement.
- (ii) The ratio of micro car parking spaces in the CD67 Zone shall not exceed 5% of the total vehicle parking requirement.
- (iii) Parking space sizes shall be in accordance with Part 10 of the Zoning Bylaw and in addition Micro Car spaces shall comply with the dimensions indicated in the following table:

Parking Space Type	Length	Width	Height
Micro Car	3 m (9.9 ft.)	2.3 m (7.6 ft.)	2.1m (6.9 ft.)

(5) Loading facilities shall be provided in accordance with the following:

- a) One loading space shall be provided for each building of more than 100 dwelling units. Loading spaces shall be shared between residential and commercial loading activities where buildings include a commercial purposes use.
- b) A loading space shall be located on the same lot as the development or building it is intended to serve.

- (6) One community car share vehicle shall be provided for each 160 residential units, or portion thereof, and such community care share vehicle(s) shall be available for use by all occupants of lands zoned CD67.

(7) Bicycle Parking Requirements:

Indoor bicycle parking spaces (secured and weather-protected) and exterior parking spaces (adjacent to the entrances of buildings for visitors to the site) are required in accordance with the following table:

Land Use	Secured Bicycle Parking	Exterior/Visitor Bicycle Parking
Residential	A minimum of 0.5 spaces per dwelling unit	A minimum of 6 spaces for any development containing 20 or more dwelling units
Commercial Uses	Not Applicable	A minimum of 1 space for each 100m ² GFA
Child Care Facility	No requirement	No requirement

*GFA (Gross Floor Area)

(d) The Zoning map is amended as follows:

- (i) in the case of all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District,
Plan BCP49795 (PID 028-737-172),
Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)
Lot 2, District Lot 613, Group 1, New Westminster District,
Plan BCP 45273 (PID 028-278-968)
Lot 3, District Lot 613, Group 1, New Westminster District,
Plan BCP45273 (PID 028-278-984)

by rezoning the land from Comprehensive Development Zone 60 (CD60), Comprehensive Development Zone 61 (CD61), and General Commercial Zone 1A (C1A) to Comprehensive Development Zone 67 (CD67); and

- (ii) in the case of the portion of municipal road and lane labelled as "lane to be closed" and "road to be closed" on the road closure plan attached and labelled Schedule C, by zoning said land to Comprehensive Development Zone 60 (CD67),

all as generally illustrated on the attached map labelled Schedule A.

3. Repeal

That "Rezoning Bylaw 1242 (Bylaw 7770)" is repealed.
That "Rezoning Bylaw 1243 (Bylaw 7779)" is repealed.

READ a first time this the 15th day of October, 2012

PUBLIC HEARING held this the 6th day of November, 2012

READ a second time as amended this the 3rd day of December, 2012

READ a third time this the

Certified a true copy of "Rezoning Bylaw 1285 (Bylaw 7955)" as at Third Reading

Municipal Clerk

APPROVED by The Ministry of Transportation and Infrastructure this the

ADOPTED this the

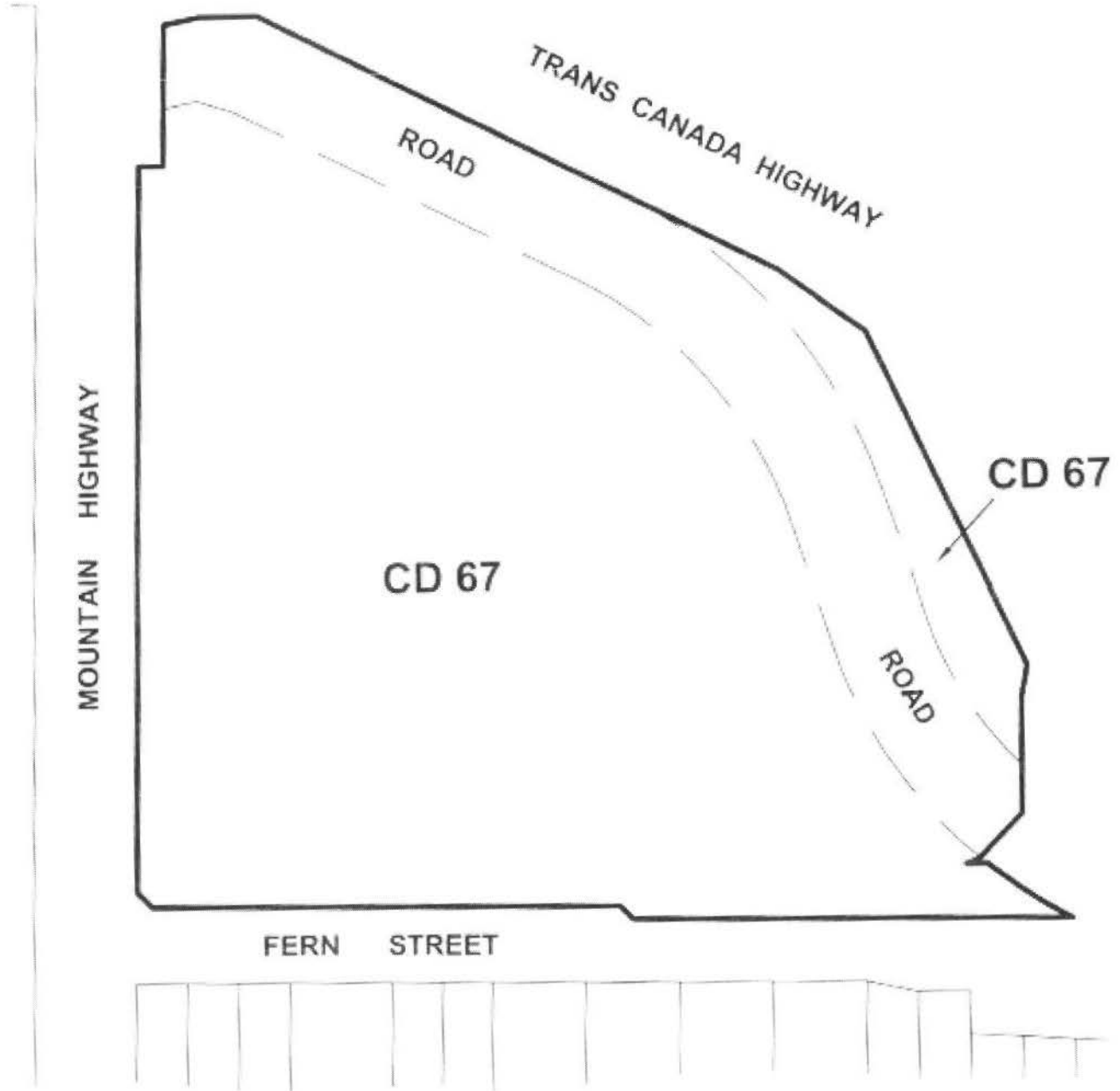
Mayor

Municipal Clerk

Certified a true copy

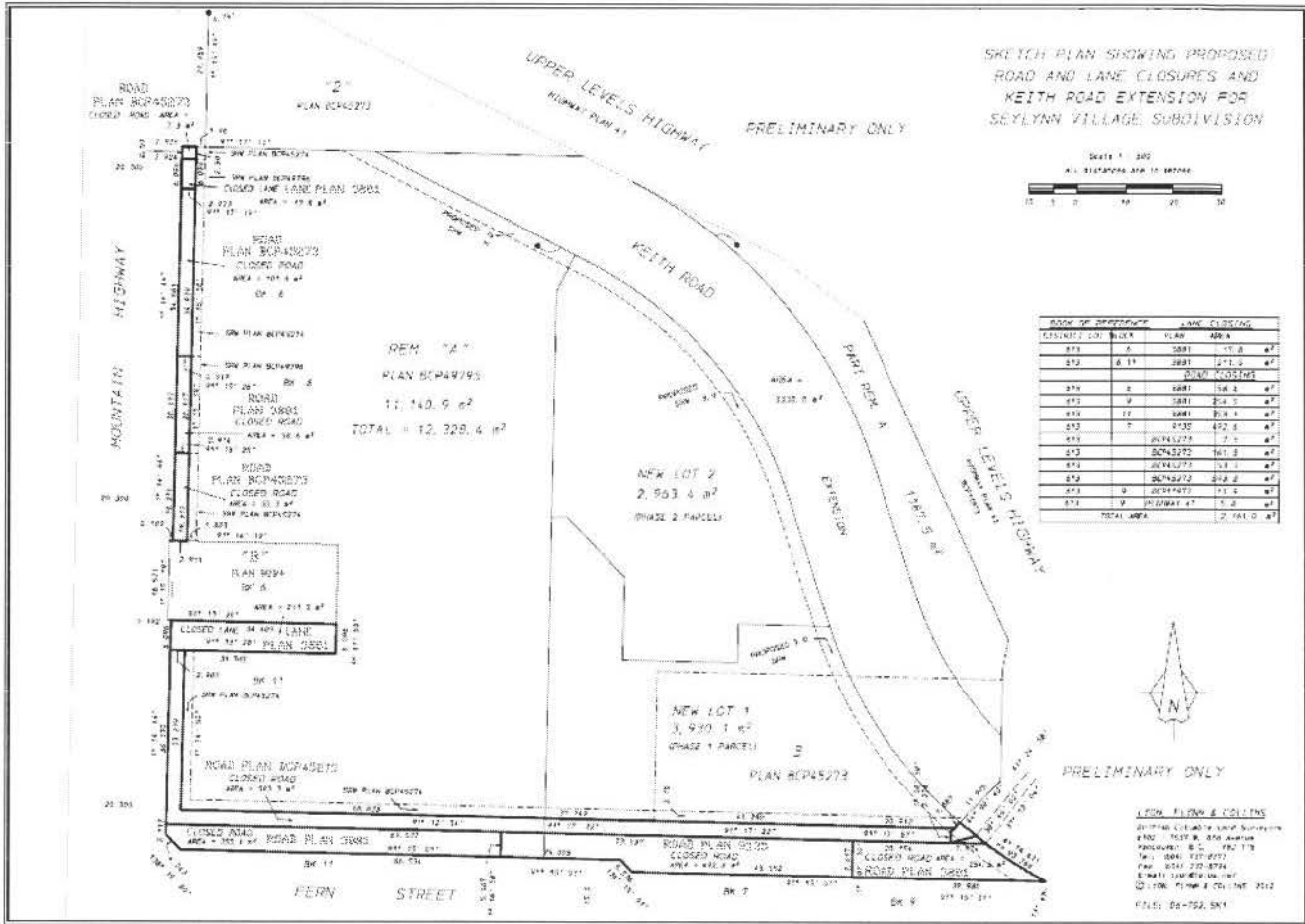
Municipal Clerk

Schedule A to Bylaw 7955



A map of a residential subdivision showing four lots labeled 1, 2, 3, and 4. The lots are bounded by Trans Canada Highway, Mountain Highway, Fern Street, and several roads. Lot 1 is at the bottom right, Lot 2 is above it, Lot 3 is to the left of Lot 2, and Lot 4 is to the left of Lot 3. The map includes labels for 'TRANS CANADA HIGHWAY', 'MOUNTAIN HIGHWAY', 'FERN STREET', and 'ROAD'.

Schedule C to Bylaw 7955



The Corporation of the District of North Vancouver

Bylaw 7956

A bylaw to enter into a Housing Agreement (Seylynn Village)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 7956, 2012".

2. Authorization to Enter into Agreement

2.1 The council hereby authorizes the agreement (the "Housing Agreement") substantially in the form attached to this Bylaw as Schedule "A" between The Corporation of the District of North Vancouver and Seylynn (North Shore) Properties Corp.(Incorporation No. 092285) with respect to the following lands:

- (a) Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172);
- (b) Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
- (c) Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
- (d) the portions of municipal road and lane outlined in bold on the road closure plan attached to this Bylaw as Schedule "B".

2.2 The Mayor and Municipal Clerk are authorized to execute and deliver the Housing Agreement.

3. Repeal

That "Housing Agreement Bylaw 5" is repealed.

READ a first time this the 15th day of October, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7956

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the 15th day of October, 2012 is

BETWEEN:

SEYLYNN (NORTH SHORE) PROPERTIES CORP. (Incorporation No. 920285) a corporation incorporated under the laws of the Province of British Columbia with an office at 403 - 850 Harbourside Drive, North Vancouver, BC V7P 0A3

(the "Owner")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner wishes to obtain a development permit with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) “*Development Covenant*” means the section 219 covenant granted by the Owner and registered at the Lower Mainland Land Title Office in favour of the District against the Lands under No. _____;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Seylynn Development*” means the 720 unit strata housing integrated master-planned development to be constructed on the Lands in accordance with the Development Covenant;
- (d) “*Unit*” means a residential dwelling strata unit in the Seylynn Development; and
- (e) “*Unit Owner*” means the registered owner of a Unit in the Seylynn Development.

2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 7956 and remain in effect until terminated by the District as set out in this Agreement.

3. RENTAL ACCOMMODATION

3.01 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

3.02 Binding on Strata Corporation

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

3.03 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

3.04 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Seylynn Development or the Units contained therein from time to time as rental accommodation.

3.05 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Seylynn Development and the units contained therein from time to time as rental accommodation.

3.06 Notice

The owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Seylynn Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. LIABILITY

5.01 Indemnity

Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Seylynn Development or any part thereof.

5.02 Release

Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Seylynn Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising

under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and 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 Unit Owner, any Occupant or any future owner, occupier or user of any part of the Seylynn Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Seylynn Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any

Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Seylynn Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Previous Housing Agreement

The Owner and the District agree that the previous Housing Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.

6.12 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Owner:

c/o Sager Legal Advisors LLP
Ambleside Centre
1495 Marine Drive
West Vancouver, BC V7T 1B8

Attention: Mr. Mark Sager
Facsimile: (604) 922-8808

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

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

6.13 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.14 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. **INTERPRETATION**

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

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.

7.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words “must” and “will” are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (a) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 7956.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

Road Closure Plan



The Corporation of the District of North Vancouver

Bylaw 7957

A bylaw to authorize a phased development agreement

The Council for The Corporation of the District of North Vancouver enacts pursuant to s. 905.1 of the *Local Government Act* as follows:

1. Citation

This bylaw may be cited as "Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012".

2. Phased Development Agreement (Seylynn Village)

The Mayor and Municipal Clerk may execute and deliver an agreement with Seylynn (North Shore) Properties Corp. (Inc. No. BC0920285) in the form attached as Schedule A to this Bylaw.

3. Repeal

Phased Development Agreement (Seylynn Village) Bylaw 7771, 2009 is hereby repealed.

READ a first time this the 15th day of October, 2012

PUBLIC HEARING held this the 6th day of November, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7957

PHASED DEVELOPMENT AGREEMENT

THIS AGREEMENT dated for reference the 15th day of October, 2012 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 Queens Road West, North Vancouver, BC V7N 2K6

(the "District")

AND:

SEYLYNN (NORTH SHORE) PROPERTIES CORP. (Incorporation No. 920285) a corporation incorporated under the laws of the Province of British Columbia with an office at 403- 850 Harbourside Drive, North Vancouver, British Columbia V7P 0A3

(the "Owner")

WHEREAS:

- A. Seylynn (North Shore) Properties Corp. is (or will be) the registered owner in fee simple of all the land in the District of North Vancouver, legally described in section 1 of this Agreement (the "Lands");
- B. The Owner has applied to the District for an amendment of the Zoning Bylaw (as defined in this Agreement) to permit the development on the Owner's land of a range of residential, commercial and institutional uses and associated civic and community uses;
- C. The Owner wishes to provide certain amenities and features in the development of the Lands, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw (defined in this Agreement) continue to apply to the Lands for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement,

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

INTERPRETATION OF AGREEMENT

1. In this Agreement:

- (a) “*Default Notice*” has the meaning given to it in section 6 herein;
- (b) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference October 15th, 2012 granted by the Owner to the District and registered at the Lower Mainland Land Title Office against the Lands under number _____;
- (c) “*Lands*” means:
 - i. Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172);
 - ii. Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
 - iii. Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
 - iv. the portions of municipal road and lane outlined in bold on the road closure plan attached and labelled Schedule A;
- (d) “*Lynnmour Connector Trail*” means the public trail connecting Lynnmour Elementary School in the north and to Phibbs Exchange in the south to be constructed and installed by the Owner pursuant to the provisions set out in the Development Covenant;
- (e) “*Specified Zoning Bylaw Provisions*” means sections 4B404, 4B405 and 4B406 of the Zoning Amendment Bylaw;
- (f) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1286 (No. 7955, 2012);
- (g) “*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.

APPLICATION OF AGREEMENT

2. This Agreement applies to the Lands, including any parcels of land into which the Lands may be subdivided. This Agreement applies to the Lands and to no other land.

BYLAW AMENDMENTS NOT TO APPLY

3. For the term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions shall not apply to the Lands, except:
 - (a) as provided in section 905.1(6) of the *Local Government Act* as amended, consolidated, re-enacted or replaced from time to time; or
 - (b) to the extent that the Owner or, if applicable, a permitted assignee of the Owner's interest under this Agreement in relation to all or a part of the Lands agree in writing that the amendment or repeal shall apply to all or a part of the Lands.

TERM OF AGREEMENT

4. The term of this Agreement is ten (10) years from the date of adoption of the Zoning Amendment Bylaw.
5. The parties may terminate this Agreement at any time by written agreement of the Owner and the District.
6. The Owner and the District hereby agree that the District may, without further notice to the Owner, terminate this Agreement if the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, and the failure is not rectified or cured by the Owner within the time specified in section 7. The Owner will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. The Owner acknowledges and agrees that termination of this Agreement will not in any way affect the validity of the Development Covenant or any of the land use restrictions contained therein all of which continue in full force and effect notwithstanding the expiry or earlier termination of this Agreement.
7. If the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, the District may deliver to the Owner a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice or within such other time that may be specified in the Development Covenant. If the default reasonably requires more time to rectify or cure, the Owner will be deemed to have complied with the rectification or curing of it if the Owner commences rectifying or curing the default within the stipulated time after notice from the District and diligently completes the same

AMENITIES AND FEATURES OF THE DEVELOPMENT

8. The Owner shall, in accordance with the engineering servicing agreement required to be entered into by the Owner under the Development Covenant, construct, install and complete the Lynnmour Connector Trail to the satisfaction of the District.
9. Buildings and structures on the Lands, including all service infrastructure provided by or on behalf of the Owner, must comply with the green building and building accessibility requirements as set out in the Development Covenant.

10. The Owner shall make the public art contributions in the manner and at the times specified in the Development Covenant.
11. The Owner shall construct and install the Child Care Facility on the Phase 2 Parcel, and shall grant to the District the Parcel 2 Covenant in the time and in the manner set out in section 18(a)(v)(A) in the Development Covenant, and the Owner shall grant to the District the replacement section 219 covenant and the option to purchase in respect of the Child Care Air Space Parcel strictly in accordance with the terms set out in sections 18(a)(vi)(A) and (B) in the Development Covenant. For the purpose of this section 11, “Child Care Facility”, “Phase 2 Parcel”, “Parcel 2 Covenant” and “Child Care Air Space Parcel” all have the meanings given to them in the Development Covenant.
12. The Owner shall install a hydronic source heating system in the buildings to be constructed on each of the Development Parcels. The said hydronic source system shall be district energy ready and compatible with and ready for connection to the District Energy System. The Owner shall grant Replacement Covenants to the District, which said Replacement Covenants will obligate the registered owners of the Development Parcels to connect the Buildings to the District Energy System in accordance with and subject to the conditions contained in the Replacement Covenant. For the purpose of this section 12, “District Energy System”, “Development Parcels”, and “Replacement Covenants” have the meanings given to them in the Development Covenant.

ASSIGNMENT OF AGREEMENT

13. The Owner may assign this Agreement in whole or in relation to any parcel into which the Lands may be subdivided, if:
 - (a) the District, acting reasonably, consents in writing to the assignment;
 - (b) the fee simple title to the part of the Lands to which the assignment relates is transferred to the assignee;
 - (c) the part of the Lands to which the assignment relates has not yet been developed in accordance with the Development Master Plan as defined in the Development Covenant;
 - (d) the assignee is a developer licensed to do business in the District;
 - (e) the assignee has executed and delivered to the District an assumption agreement, in form and content satisfactory to the District, assuming the Owner’s obligations under this Agreement in relation to the part of the Lands transferred to the assignee as determined by the District in its sole discretion; and
 - (f) the assignee has entered into an assignment agreement with the Owner, in form and content satisfactory to the District, assigning this Agreement.
14. An assumption agreement entered into between the District and an Assignee pursuant to section 13 will not operate to release the Owner of its liability to the District for the fulfillment of all of the Owner’s obligations under this Agreement.

AMENDMENT OF AGREEMENT

15. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” is an amendment to sections 8, 9, 10, 11 or 12 or an amendment to the Development Covenant.

GENERAL TERMS AND CONDITIONS

16. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
17. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the District’s approving officer under the *Land Title Act* or the *Strata Property Act*.
18. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District’s General Manager of Planning, Permits and Licences, unless expressly provided to be taken or made by another official of the District.
19. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
20. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
21. The Owner shall indemnify and save harmless the District, its elected and appointed officials, officers, employees, agents, contractors, licensees and invitees and others for whom the District is in law responsible (the “District Representatives”) from and against any and all actions, causes of action, liabilities, demands, losses (including loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
 - (a) the entering into of this Agreement;
 - (b) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
 - (c) any default or breach of this Agreement by the Owner; and

- (d) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.
22. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
23. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
24. The obligations and covenants of the parties comprising the Owner (if more than one) shall be several only, and not joint and several.
25. The Owner and the District agree that the previous Phased Development Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.
26. The Owner acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
27. This Agreement may be executed in counterparts.

THE DISTRICT OF NORTH VANCOUVER
by its authorized signatories:

SEYLYNN (NORTH SHORE) PROPERTIES CORP.
by its authorized signatories:

The Corporation of the District of North Vancouver

Bylaw 7958

A bylaw to waive Development Cost Charges

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

1. Citation

This bylaw may be cited as "Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012".

2. Waiver

2.1 Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on "Site B" as shown on the attached map, and the development cost charge rates for the Eligible Development are hereby set at zero.

2.2 For the purpose of this Bylaw "Eligible Development" means not more than 70 affordable rental housing units in a building not exceeding 6 storeys, where the affordable rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

3. Repeal

That "Bylaw 7773, Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw" is repealed.

READ a first time this the 15th day of October, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

TRANS CANADA HIGHWAY

ROAD

C

B

ROAD

D

A

MOUNTAIN HIGHWAY

FERN STREET

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Funding for a 50 Metre Pool at the Harry Jerome Recreation Facility

Replacement Recommendation:

THAT the District decline the City of North Vancouver's verbal request that the District contribute to the additional capital and operating costs associated with increasing the size of the pool in the new Harry Jerome Community Recreation Centre to 50 metres instead of building a pool in the new William Griffin Community Recreation Centre.

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