

AGENDA

PUBLIC HEARING

Tuesday, February 18, 2014

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



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

7:00 p.m.
Tuesday, February 18, 2014
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

Bylaw 8029: The District of North Vancouver Rezoning Bylaw 1303

Purpose of Bylaw:

The bylaw proposes to redevelop two single family lots located at 3014 and 3022 for a seven unit townhouse project which require rezoning and issuance of a development permit.

3. PRESENTATION BY STAFF

Presentation: Casey Peters, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Saadat Enterprises Inc.

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the February 18, 2014 Public Hearing be closed;

AND THAT Bylaw 8029 "The District of North Vancouver Rezoning Bylaw 1303",
be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8029

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1303 (Bylaw 8029)".

2. Amendments

The following amendments are made to the "District of North Vancouver Zoning Bylaw 1965" as they affect:

a) Amend Part 4B, Comprehensive Development Zone 51, (CD51), as follows:

(1) The following text is added to Section 4B276 :

Lot 9 South ½ of Block 4 District Lot 2023 Plan 3170 and Lot 10 of the South ½ of Lot 4 District Lot 2023 Plan 3170

(2) A new subsection (5) is added to Section 4B281, as follows:

(5) For development on Lot 9 South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-618) and Lot 10 of the South ½ of Lot 4 District Lot 2023 Plan 3170 (003-430-472):

a)) enter into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

b) a contribution in the amount of \$36,778.20 to the municipality to be used for the following amenity:

(i) public art;

(ii) park, trail, environmental, pedestrian or other public realm, infrastructure improvements; and/or

(iii) affordable housing fund.

b) The Zoning Map is amended in the case of the lands legally described Lot 9 South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-618) and Lot 10 of the South ½ of Lot 4 District Lot 2023 Plan 3170 (PID: 003-430-472) by rezoning the land from Residential Single-Family Zone 4 (RS4) to Comprehensive Development Zone 51 (CD51) as shown on Schedule A.

READ a first time this the 3rd day of February, 2014

PUBLIC HEARING held on this the

READ a second time this the

READ a third time the


ADOPTED this the

Mayor


Municipal Clerk

Certified a true copy

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>FEB 3, 2014</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____


Dept.
Manager


GM/
Director


CAO

The District of North Vancouver REPORT TO COUNCIL

January 20, 2014
File: 3060-20/46.13

AUTHOR: Casey Peters, Community Planner

SUBJECT: BYLAWS 8029 AND 8032: REZONING AND HOUSING AGREEMENT FOR A
7 UNIT TOWNHOUSE PROJECT: 3014 AND 3022 SUNNYHURST ROAD

RECOMMENDATIONS: It is recommended that:

1. Bylaw 8029, which rezones the subject site from Residential Single Family 6000 Zone (RS4) to Comprehensive Development 51 (CD51) to enable the development of a 7 unit residential townhouse project, be given First Reading;
2. Bylaw 8032, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 8029 be referred to a Public Hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8029 to rezone the subject properties; and
- Bylaw 8032 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop 2 single family lots located at 3014 and 3022 for a 7 unit townhouse project which requires rezoning and issuance of a development permit. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.



BACKGROUND:

Official Community Plan

The subject properties are designated as *Residential Level 3: Attached Residential*, which envisions ground oriented multifamily housing up to approximately 0.8 FSR. The site is located just outside of the Lynn Valley Town Centre.

The proposed townhouse units are a mix of 2 and 3 bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.”

The proposal also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families and encouraging a range of multifamily housing sizes (Policy 7.1.4).

The Lynn Valley Local Plan Reference Policy document identified this block as Site 5 for family townhouse development with a maximum density of 0.8 FSR. The Local Plan required 30m (98.4 ft) of site width and at 24.5m (80ft) the subject site does not meet this requirement. An easement will be required on the subject site to allow for future access for the site to the north to ensure that the site can redevelop as envisioned by the Local Plan.

Zoning:

The subject properties are zoned Residential Single Family 6000 Zone (RS4) and therefore rezoning is required to permit this multi-family project. Bylaw 8029 proposes to rezone the site to Comprehensive Development Zone 51 (CD51) to match the existing multifamily zoning on this block.

Development Permit

The subject lots are designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

A detailed Development Permit report, outlining the projects' compliance with the applicable DPA guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning advance.



Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8032 is provided to implement that Policy.

ANALYSIS

The Site and Surrounding Area:

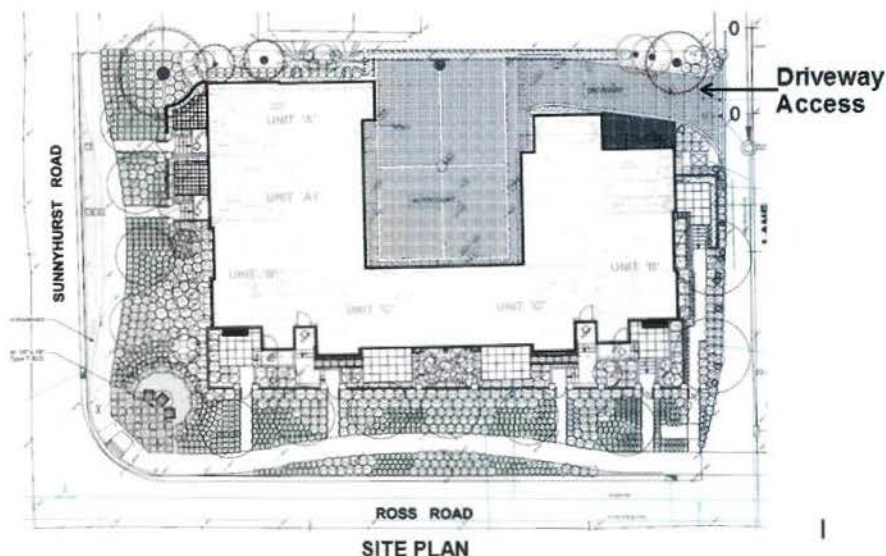
The site consists of 2 single family lots located on the corner of Sunnyhurst Road and Ross Road. Adjacent properties consist of single family lots (zoned RS4) to the west and north, existing townhouses to the east, and existing multifamily apartments to the south. The OCP designates the surrounding single family zoned properties as Residential Level 3: Attached Residential.



Project Description:

Site Plan/Building Description:

The project consists of 7 townhouses in one building as illustrated on the Site Plan below. The townhouses are three storeys each with parking at grade within the building. The garages are accessed off the central driveway with one driveway access to the open lane. The units are a mix of 2 and 3 bedrooms and range in size from 95.2m² (1025 sq ft) to 123.6m² (1330 sq ft), excluding the garages. The building is approximately 9.0m (29.5 ft) in height.



**SUBJECT: BYLAWS 8029 AND 8032: REZONING AND HOUSING AGREEMENT FOR
A 7 UNIT TOWNHOUSE PROJECT: 3014 AND 3022 SUNNYHURST RD**

January 20, 2014

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The north side setback is proposed at 2.12m (6.96 ft) which is compliant with the Schedule B Design Guidelines but will require a variance of 0.32m (1.04 ft) at the Development Permit stage. The north neighbour is generally supportive of the shared driveway access.

Parking

Vehicle access to the site is from the existing open lane. The proposal requires and is providing 14 parking stalls. Individual parking in each unit is in a side by side arrangement for 6 of the units and 1 unit is a tandem arrangement. The applicant has submitted an autoturn analysis to confirm that all parking spaces are accessible. There may be a driveway width variance at the DP stage to permit a narrower driveway in order to retain trees at the driveway entrance.

Landscaping

The landscaping is proposed to mirror other developments on the block with the inclusion of a meandering sidewalk. Several trees are proposed to be preserved along the north property line. A seating area is proposed at the corner of Ross Road and Sunnyhurst Road.

Acoustic Regulations

Bylaw 8029 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. If the rezoning proceeds, the applicant will be required to provide a report from a qualified noise consultant confirm that the building/glazing design will enable these standards to be met as a condition of a development permit.

Reduced copies of site, architectural and landscaping plans are included as Attachment A for Council's reference.

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8029, and a Housing Agreement Bylaw, Bylaw 8032, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8029 (Attachment B) rezones the subject properties from Single Family Residential 6000 Zone (RS4) to the existing Comprehensive Development 51 Zone (CD51). CD 51 permits multifamily residential use, and specific to this site, establishes a base density FSR (Floor Space Ratio) of 0.45 and establishes a density bonus to an FSR of 0.8 subject to payment of a \$36,778.20 CAC and entering into a housing agreement to restrict future strata rental restrictions.

Bylaw 8032, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

In addition, a Development Covenant will be required prior to zoning bylaw adoption to secure:

- a green building covenant;
- a stormwater management covenant.

Finally, an easement will be required to allow for future access to the property to the north to assist with the efficient future development of this property.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$36,778.20 has been calculated and this amount is included in Bylaw 8029. It is anticipated that the CACs from this development will include contributions towards public art, park, trail, environmental or other public realm improvements and/or the Affordable Housing Fund.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green™ 'Gold'.

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment, Permits, Parks, Engineering, Policy Planning, Urban Design, Transportation Planning, the Fire Department and the Arts Office.

Advisory Design Panel

The application was considered by the Advisory Design Panel on December 12, 2013 and the panel recommends approval of the project subject to resolution of items to the satisfaction of staff. In particular, the ADP requested a review of options for differentiation of the proposed development from 'Vicinity', the existing townhouse project to the east, use of the autocourt and unit entrances.

The ADP also suggested simplification of material choices, exploration of more urban treatments for landscape and streetscapes, a review of the drive court for compatibility with residential uses and exploration of options for providing grade level access to one or more dwelling units.



Proposed South Elevation (Ross Road)



Proposed West Elevation (Sunnyhurst Road)

A revised submission has been received and reviewed by Staff. Changes include revisions to colour and materials by changing cedar siding to panel and cultured stone to stone panel. Details regarding roof overhangs, guardrails, and soffits have also been changed. Additional changes have been made to window proportion, size and design.

Staff feel that the changes made have worked to differentiate the project from the adjacent 'Vicinity' townhouses but believe that additional changes can be made to ensure that the projects feel distinct. Staff will continue to work with the applicant to address this concern.

The applicant notes that the intent for the landscape and streetscape treatment was to maintain a continuous feel to the remainder of the block. The applicant noted that the use of the autocourt will be dictated by the future inhabitants and expressed an interest in

encouraging use other than purely vehicle movement. Finally, the applicant noted that due to the somewhat sloping nature of the site and the townhouse form, it would not be possible to create units with grade level access.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting on November 26, 2013. The meeting was attended by 16 residents. The facilitator's report is attached as Schedule D.

Concerns were expressed at the meeting and by email regarding the availability of parking on Sunnyhurst Road, the similarity of design of the completed 'Vicinity' townhouse project located to the east of the site, safety issues on the lane and loss of the current rental housing in the house and suite.

The proposal meets the requirements for parking by providing two spaces per unit. In addition, there are a limited number of dividing walls between parking for the units so it is expected that the open design of the parking spaces are more likely to be used for parking rather than storage which often occurs in fully enclosed parking. The parking concern has been forwarded to the District's Transportation department to be monitored.

As noted above, changes have been made to the design to address the similarity to the 'Vicinity' townhouses. Staff will continue to work with the applicant to address this concern.

Staff feel that the addition of units built adjacent to the lane will add "eyes" and additional lighting to the lane helping to address the concerns raised.

Finally, a concern was raised regarding the loss of rental units provided by the current single family homes. Staff note that a Housing Agreement is required for this application to ensure that there is no future strata rental restrictions. Finally, Bylaw 8029 proposes to put a portion of the Community Amenity Contribution for this project towards the Affordable Housing Fund.

CONCLUSION:

This project is consistent with the directions established in the OCP. It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The project is now ready for Council's consideration.

**SUBJECT: BYLAWS 8029 AND 8032: REZONING AND HOUSING AGREEMENT FOR
A 7 UNIT TOWNHOUSE PROJECT: 3014 AND 3022 SUNNYHURST RD**


January 20, 2014

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Options:

The following options are available Council's consideration:

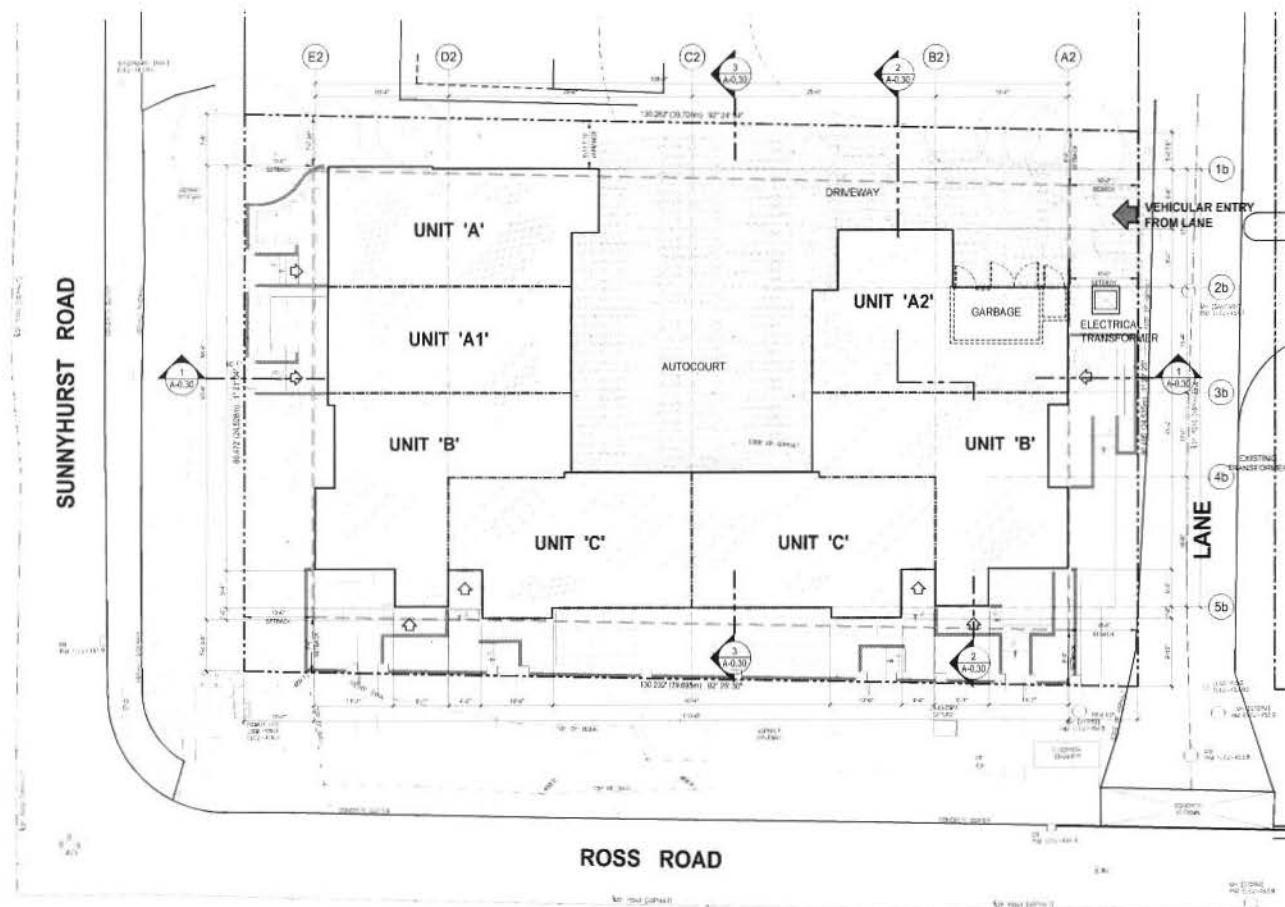
- 1) Introduce Bylaws 8029 and 8032 and refer Bylaw 8029 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8029 and 8032 at First Reading.



Casey Peters
Community Planner

- A – Reduced project plans
- B – Bylaw 8029
- C – Bylaw 8032
- D – Facilitator's Report

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



1 SITE PLAN
SCALE: 1/8" = 1'-0"

LEGAL DESCRIPTION:

LOT 9 AND LOT 10
BOTH OF THE SOUTH 1/2 OF LOT 4
DISTRICT LOT 2023
PLAN 3170

CIVIC ADDRESS:

3014 - 3022 SUNNYHURST ROAD
DISTRICT OF NORTH VANCOUVER

ZONING:

EXISTING ZONING: RS4
PROPOSED ZONING: CD

SITE AREA:

TOTAL LOT AREA: 10,480.984 sqft. 973,715 sqm.

FLOOR AREA RATIO:

MAXIMUM F.A.R.: .60 8,384.78 sqft. 776.97 sqm.
PROPOSED F.A.R.: .799 8,383.78 sqft. 776.88 sqm.

TOTAL G.F.A.:

	UNIT AREA	# UNIT	TOTAL
UNIT 'A'	1,148.30 sqft.	1	1,148.30 sqft.
UNIT 'A1'	1,024.67 sqft.	1	1,024.67 sqft.
UNIT 'A2'	1,009.78 sqft.	1	1,009.78 sqft.
UNIT 'B'	1,267.02 sqft.	2	2,534.03 sqft.
UNIT 'C'	1,333.35 sqft.	2	2,666.70 sqft.
TOTAL UNITS		7	
TOTAL G.F.A.		8,383.50 sqft.	776.88 sqm.

PARKING REQUIRED:

RESIDENT PARKING	7 UNITS @ 2 STALLS : UNIT	14 CARS
VISITOR PARKING (inclusive)		0 CARS
TOTAL PARKING REQUIRED		14 CARS
TANDEM PARKING ALLOWED (30%) x 14		4 CARS
BICYCLE PARKING		10 PROVIDED

SITE COVERAGE:

MAX. LOT COVERAGE: 70%
PROPOSED LOT COVERAGE: 44% 4,663.37 sqft. 433.24 sqm.

BUILDING SETBACKS:

SOUTH (ROSS RD.)	8'-0"	2.40 m
EAST (LANE)	10'-0"	3.05 m
WEST (SUNNYHURST RD.)	10'-0"	3.05 m
NORTH (VARIANCE)	6'-11 1/2"	2.10 m



INTEGRA ARCHITECTURE INC.

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DATE	DESCRIPTION
2014.07.01	PRELIMINARY
2014.07.01	REVISED

3014-3022
SUNNYHURST RD.

3014-3022
Sunnyhurst Road
District of North Vancouver B.C. Canada
V7T 1V1

SITE PLAN

DATE	DESCRIPTION
2014.07.01	PRELIMINARY
2014.07.01	REVISED
August 8, 2014	REVISED
1	REVISED

A-0.20

ATTACHMENT A











INTEGRA ARCHITECTURE INC.

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DATE: 10/01/2014
BY: J. W. & J. W. CHECKED BY: J. W.
1. 10/01/2014 2. 10/01/2014 3. 10/01/2014

10/01/2014

10/01/2014

3014-3022
SUNNYHURST RD.
3014-3022 Sunnyhurst Road
Vancouver, B.C.

MATERIALS AND
FINISHES
OPTION 3

13213 10/01/2014
10/01/2014 10/01/2014
January 22, 2014 10/01/2014
10/01/2014 10/01/2014

A-4.03

3014-3022 SUNNYHURST RD., NORTH VANCOUVER, BC

MATERIAL & COLOUR LEGEND

• A		Benjamin Moore CC-542 Willow	Handplaned 7" exposure Cedar mill texture 1st, 2nd storey exterior walls	• H		Beige Vinyl Windows	Windows
• B		Benjamin Moore CC-544 Overcoat	Handplaned 5" exposure Cedar mill texture garage elevation column elements	• I		Aluminum SUPERMEL Powder Coatings	Moontight Silver Aluminum railing @ balconies/entries
• C		Benjamin Moore CC-152 Luscious Red	Handplaned Smooth texture - Bay elements	• J		Grey Slate	Soffits @ roof overhangs and balconies
• D		Grey Soffit		• K		Cedar soffits	Soffits @ tower elements selected location details
• E		Stone Panel - Mutual Materials - Ariscraft Stone Products "Limestone"	Stone panel @ selected locations	• L		Metal Metals L18	Charnel Finishing, downspouts, gutters
• F		Sherwin Williams SW 7048 Urban Bronze	Wood trim, fascia, balcony edge	• M		Grey Architectural concrete	
• G		Benjamin Moore CC-28 Calligewood	Wood trim				

Painted hardpanel

Stone Panel Mutual Materials - Ariscraft "Limestone"

Vinyl corner windows

Stained soffits @ tower elements and details selected location



Fig 1.CONTEXT (Sunnyhurst Road)
Grass boulevard with inlaid 18" x 18" concrete pavers along a curved concrete walkway, planting beyond.

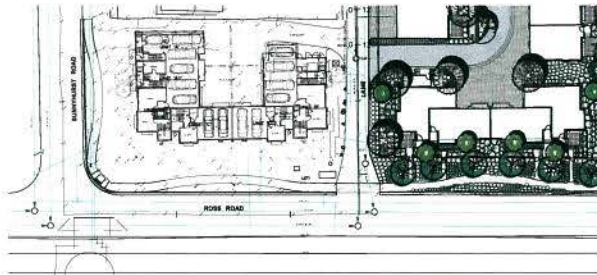
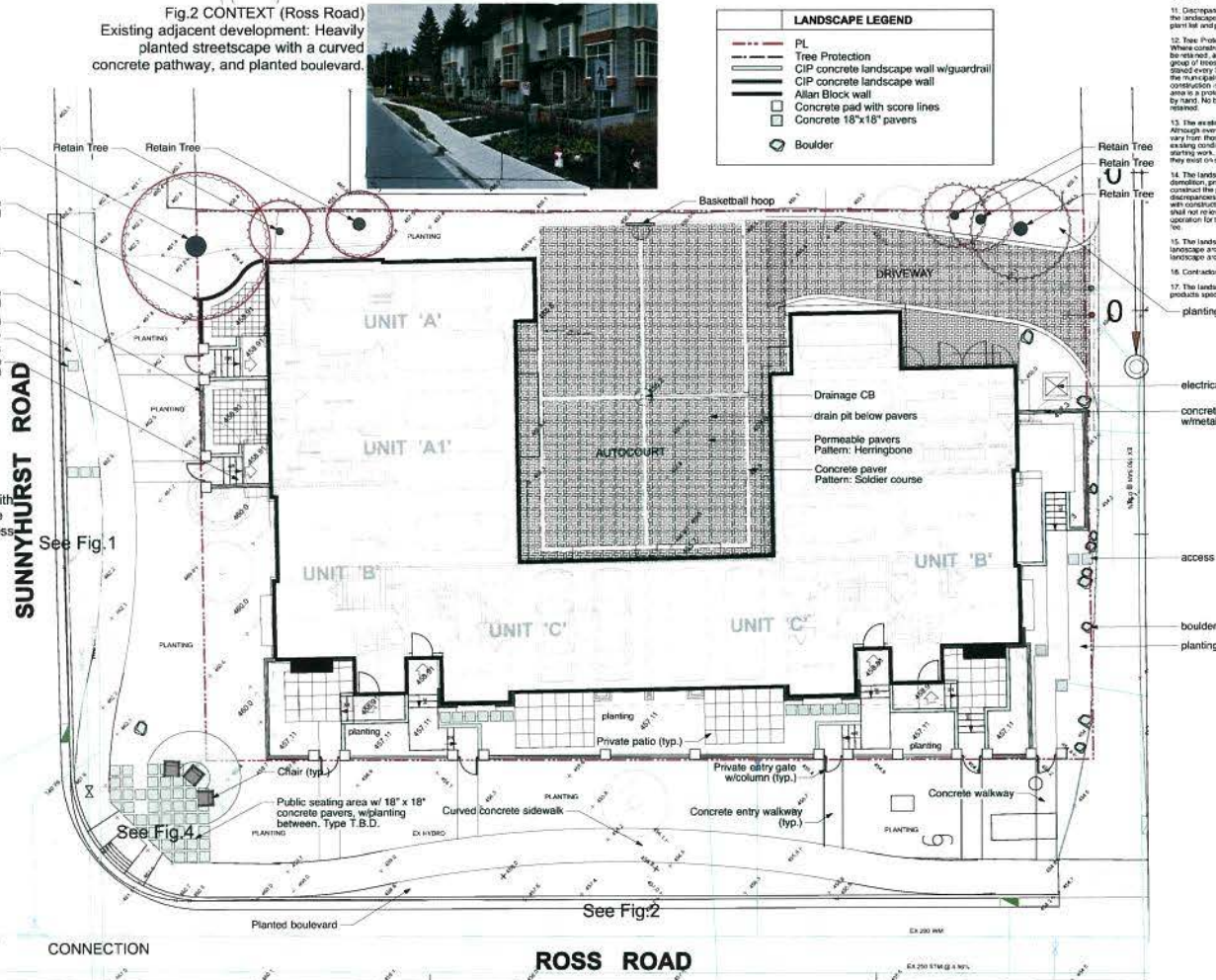


Fig.2 CONTEXT (Ross Road)
Existing adjacent development: Heavily planted streetscape with a curved concrete pathway, and planted boulevard.

Fig.3 CONTEXT (Plan)
Existing adjacent development: Heavily planted streetscape with a curved concrete pathway, and planted boulevard.

Fig 4 CONTEXT (connection)
Existing pedestrian landscape corridor/pathway to connect with a proposed seating area at the corner of Sunnyhurst and Ross road.



- General Notes:
1. All materials and execution of landscape works shall conform to the BCLM/BCMA Landscape Standard. Refer to the specifications for complete landscape documentation. 2. Application.
 2. All walls to be inspected and approved by geotechnical and structural engineer.
 3. Ensure positive drainage behind all walls and throughout site. All landscaped areas and pathways must maintain min. 2% positive drainage away from buildings.
 4. All walls to conform to municipal guidelines and standards.
 5. Where job landscape areas meet building foundation on east, 10-16" wide gravel drip strip to be installed at landscape grade.
 6. All landscape works (including boulevard) to be automatically in-gated.
 7. The Landscape Contractor shall ensure that on site planting instructions meets the specifications and recommendations of the soil analysis issued at the time of Geotechnical Completion. All recommendations of the soil analysis shall be included prior to Final Acceptance of the landscape works by the Consultant and the municipal authorities.
 8. Minimum planting medium depths:
 Item: 5" T120 min.
 Item: 12" T200 min.
 Item: 18" T450 min.
 Item: 20" T600 min. (ground and beneath road) 17" T300 min. on wall.
 9. All plant material shall meet minimum size requirements as indicated on the plant list. Quality of plant material and grading of site to conform to the BCLM/BCMA standard for container grown stock.
 10. All plant material to be supplied on the job site must be obtained from a nursery participating in the BCMA Phytosanitary Certification Program. Plant material provided by the contractor found to be carrying fire will be removed, disposed of and replaced at the contractor's expense.
 11. Discrepancies between plant numbers on the plant list and on the plan should be reported to the landscape architect prior to ordering plant material. In the case of a discrepancy between plant list and plan numbers, the plan shall supersede the list.
 12. Tree Protection Measures:
 Where construction, demolition, or excavation is to take place within 10' of the drip line of a tree to be retained, a protection barrier at least 4" (1.25m) in height must be installed around the drip line of the tree to be retained. The barrier shall be constructed of steel tubing spaced every 3' (1m), plywood sheets fastened to wooden stakes or of another form approved by the municipality. The barrier shall be constructed prior to any site work and remain intact until all construction is complete. The barrier shall clearly display all-weather signage indicating that the area is protected from any work which is to be done within the protection zone is to be done by hand. No burning is to take place close enough for the flames or heat to damage any tree to be retained.
 13. The existing conditions were compiled from base plans of the site prepared by others. Although every effort has been made to accurately locate all conditions, actual conditions may vary from those shown. The architect/landscape contractor shall make a full review of all existing conditions of the site and shall report discrepancies to the landscape architect before starting work. The landscape contractor/owner shall assume responsibility for actual conditions as they exist on-site.
 14. The landscape contractor shall be responsible for testing the site to determine the extent of drainage preparation, and remove necessary material shown on the drawings or add to construct the proposed site requirements. The landscape contractor shall report, in writing, any discrepancies between the existing and proposed work to the architect/owner prior to proceeding with construction. Failure to report, in writing, any discrepancies prior to construction shall not remove the landscape contractor from their responsibility to perform the necessary operation for the successful completion of the proposed improvements without any changes to the plan.
 15. The landscape contractor shall verify dimensions shown on the drawings and notify the landscape architect/owner of any discrepancies prior to the start of the final layout with the landscape architect/owner prior to construction.
 16. Contractor to repair any damage resulting from work on site.
 17. The landscape contractor shall, for any questions on materials, finishes, labour and/or products specified herein to the landscape architect.

FORMA DESIGN INC.
www.formadesign.ca

259-626 Harbourview Dr.
North Vancouver
British Columbia
Canada V7P 3P0
Tel: 604-436-6100
Fax: 604-436-7320

Issued for D.P. August 8, 2013

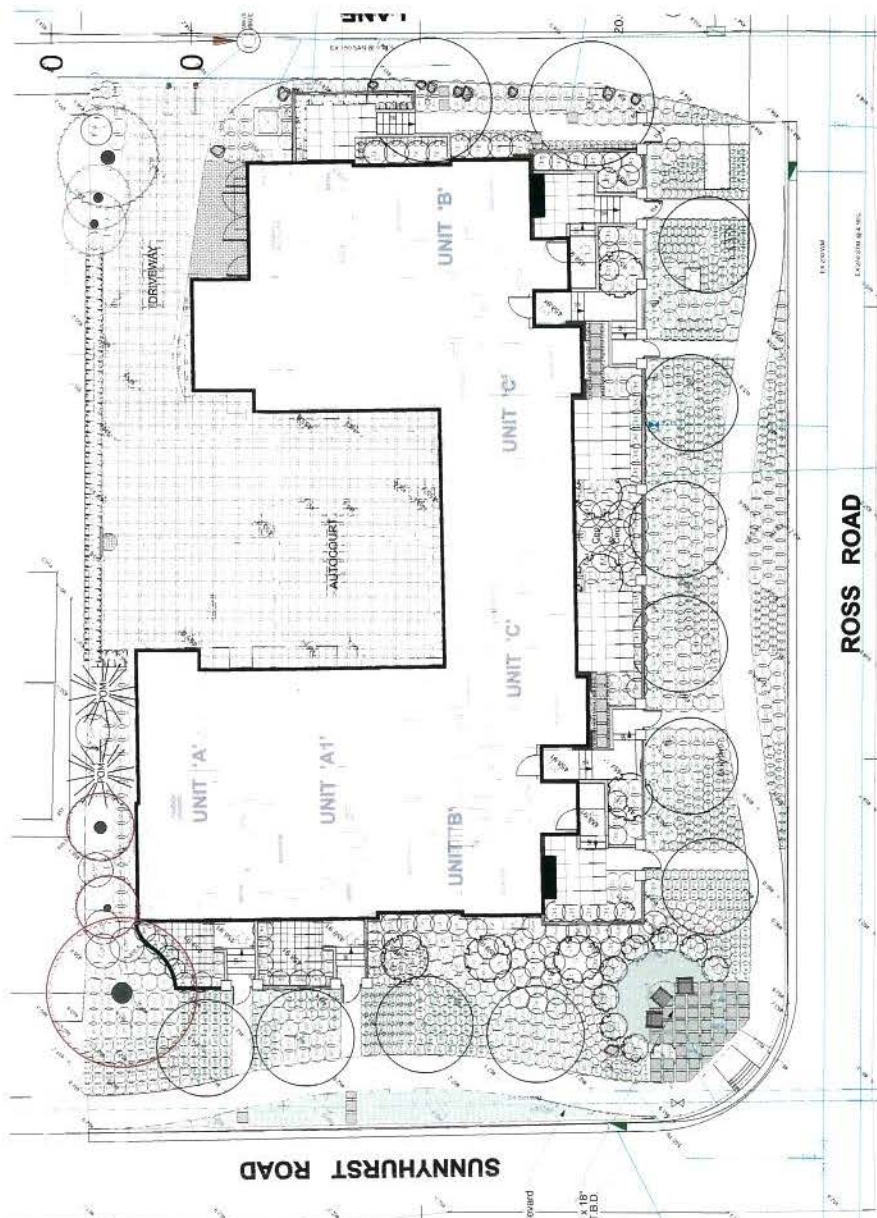
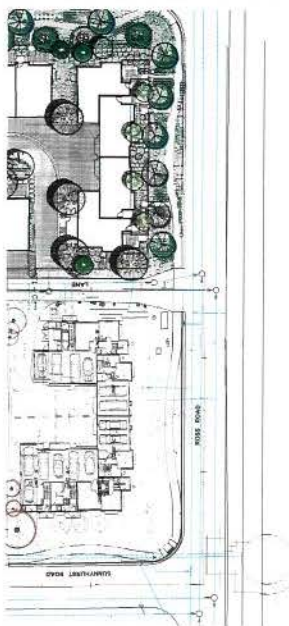
Sunnyhurst /
Ross Road

North Vancouver

LANDSCAPE
CONCEPT PLAN

Scale: 1" = 10' (1:120)
1/8" = 1'

13.021 L1 of L2

[illegible][illegible]

Pharmaceutical Industry

2. All relevant and consistent of language words shall conform to the ICS/ISO 639-1 Language Standard. Refer to other specifications for complete language documentation applicable.

- [illegible]

- [illegible]

- ¹ *Observations*
on subjects or other conditions detrimental to healthy plant growth
are encouraged, notify the author(s) and original author(s).

The Corporation of the District of North Vancouver

Bylaw 8029

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

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

1. Citation

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(2) A new subsection (5) is added to Section 4B281, as follows:

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READ a first time this the

PUBLIC HEARING held on this the

READ a second time this the

READ a third time the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

The Corporation of the District of North Vancouver

Bylaw 8032

A bylaw to enter into a Housing Agreement (3014 and 3022 Sunnyhurst Rd.)

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 8032, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the District of North Vancouver to enter into an agreement, substantially in the form attached to this bylaw as Schedule "A" (the "Housing Agreement"), between The Corporation of the District of North Vancouver and Mohammad Tavangar, with respect to the following lands:

(a) Lot 9 South ½ of Block 4 District Lot 2023 Plan 3170
(PID: 013-086-618)

(b) Lot 10 of the South ½ of Lot 4 District Lot 2023 Plan 3170
(PID: 003-430-472)

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8032
SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 20____ is

BETWEEN:

Mohammad Tavangar. of _____

(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 (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

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 are hereby 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*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than 32 Units to be constructed on the Lands in accordance with the Development Permit;
- (d) “*Unit*” means a residential dwelling strata unit in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in the Proposed Development.

2. **TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8028 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMODATION**

3.01 **Rental Disclosure Statement**

No Unit in the Proposed Development may be occupied unless the Owner has:

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing a ninety-nine (99) year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 **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.

3.03 **Binding on Strata Corporation**

This agreement shall be binding upon all strata corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners. .

3.04 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.

3.05 No Bylaw

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

3.06 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 Proposed Development and the units contained therein from time to time as rental accommodation.

3.07 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 Proposed 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 thirty (30) days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

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

5.02 Release

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 Proposed 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 Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed 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 Proposed 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 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:

Attention:
Facsimile: (604)

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.

6.12 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.

6.13 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” and “shall” 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

- (d) 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.
- (e) 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 8032.

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.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the Land Title Office Form C to which this Agreement is attached and which forms part of this Agreement.

REPORT TO DISTRICT OF NORTH VANCOUVER

PUBLIC INFORMATION MEETING

November 26, 2014

Proposed seven-unit townhouse development (3014-3022 Sunnyhurst Road)

Gordon Price, *Moderator*

On the evening of November 26th, a public information meeting was held at the Community History Centre (3203 Institute Road) in Lynn Valley on the proposed project: a seven-unit townhouse project at the corner of Sunnyhurst and Ross Roads.

Prior to the event, an information package was distributed to owners and occupants within 75 metres of the proposed project.

I functioned as moderator, having been contracted through the project managers, Saadat Enterprises Inc. (SEI), at the request of the district.

In attendance, to present information and answer questions on behalf of the proponent, Sunnyhurst Development Ltd, were the following:

- **Mr. Tavanger**, Sunnyhurst Development Ltd.
- **Duane Siegrist**, Project architect, Integra Architecture
- **Bill Harrison**, Landscape architect, Forma Design
- **Brian Saadatmandi**, Project manager, Saadat Enterprises

Also in attendance was Casey Peters, Community Planner, District of North Vancouver.

MEETING PROCESS

The meeting began at 6:30 pm, and finished at approximately 9 pm.

Twenty-eight people attended (including three children). I would estimate that 16 were members of the public from the local community.

The sign-in sheet, with 16 names, is attached.

The meeting began with presentations by the architect and landscape architect, followed by a question-and-answer period, including concerns and statements by the public. All present were encouraged to fill out comment sheets, transcribed below.

Opportunities for further comment, contact names and additional process were explained.

The evening ended with one-to-one discussion among the participants.

QUESTIONS, ISSUES AND CONCERNS

In order of discussion:

Preferred façade treatment

North boundary treatment, including access arrangement

Apparent use of rendering from 'Vicinity' project for townhouse proposal, and lack of uniqueness in design

Safety issues and illegal activities in adjacent alley

Loss of rental housing and displacement of renters

Size of units

Traffic and parking on Sunnyhurst Road

Amount of parking and congestion on Sunnyhurst Road

Quality of finishings

Parking availability in lane, and use of courtyard in project for parking

Drainage on site, and regrading for project

Location of garbage/recycling bins and mailboxes

Parking in neighbourhood, and spillover from office complex

Lack of visitor parking, and potential use of courtyard

Parking constraints

Timing of construction

TRANSCRIPT OF COMMENT SHEETS

Don Harder, 1219 Harold Road

I like the look and scale. The parking problem is caused by the office building; the district should solve that problem first.

Do not make this development change to fit the other problem. Make Sunnyhurst a permit-only street.

I strongly believe we are close to being a transit and pedestrian community. If we continue to build to accept two cars per house, we will never turn the next corner.

Anonymous

Please remove the cedar tree in the northwest corner and remove the group of trees in the northeast corner.

Please ensure the right-of-way is registered on title for access to the north.

Steven Peterson, 1145 29th Street East

I support the concept of continuing *Vicinity's* design direction on the Ross Road frontage, as long as it is not identical.

I'd be happy with any of the presented façade options.

There are illegal activities in the lane: better lighting for increased security and CEPTED principles should be considered.

I support this project.

Stacey Berisarac, 3022 Sunnyhurst Road

There are major issues down the alley – there is a drug dealer three houses down with people leaving all hours of the day and night. As well, he brings prostitutes and there have been fights.

Another house – the neighbour feeds racoons and skunks, and they come into our patio.

There is also no parking currently. Ross and Sunnyhurst are dangerous areas to walk across with a dog or child.

The following was also received via email:

From: Stacey Michelle [mailto:sberisavac@gmail.com]

Sent: Monday, November 25, 2013 5:05 PM

To: Richard Walton, Mayor; Mike Little; Doug MacKay-Dunn; Lisa Muri; Roger Bassam; Robin Hicks; Alan Nixon; Casey Peters

Subject: Opposing Development at 3014-3022 Sunnyhurst Road

Dear Mayor Walton, Members of Council and Ms. Peters,

I am writing to you to express my views on the proposed 7 unit townhouse development. I am a 36 year old renter residing at a suite on 3022 Sunnyhurst with my 6.5 year old daughter Isabella.

As you may know I am an active citizen in the District, with a daughter attending Ross Road's French Immersion program, I work full-time for the Canadian Cancer Society and am considered one of the best athletes on the North Shore with a positive reputation as someone who is involved and cares about this wonderful community.

I am not one of the many 'haves' in the District. In fact, I'd really love to be able to buy something here one day but as council approves more and more developments like this, I see that dream quickly slipping away. The goal of council and OCP's should really be to move people like me along the housing continuum. In fact, the DNV OCP as stated below would seem to get me excited and think there are great things in the works in the Lynn Valley Centre, but in fact as we will see with this development there are not.

I am opposed of this development, I feel that there should be rental options included in this development to help with the obvious gap (as stated in the OCP) that exists. I understand the development that is taking place in other areas within the DNV such as the Lower Lynn project, which is GREAT for that area BUT as you know as council members the goal is to keep people in the communities in which they reside, shop and where their children attend school- as this will help to reduce the footprint with travel (car) and keep businesses and the general community thriving.

Truthfully I can also prove a good point that the 'affordable' term is not fully defined and understood. Affordable for who? Is the goal- of even this development to further drive good citizens like me out?

The options for renting here are extremely limited. I cannot tell you how many (illegal) suites I visit and the owners of the house charge rent so I pay half their mortgage but they don't want you making a peep, using the backyard and more all while charging \$1300-1500/month+ utilities for rent.

Also, I'd like it be well known that the current owners (who are developing) have ignored my request to fix and change an outside light that I cannot reach as it is dangerous for me to take the garbage at night. As well when I moved in in May 2012 told me he was indeed going to fix the roof (it is covered with a tarp for 3 years now) the roof has continued to leak and NOT be fixed, small repairs to patch it as well previous tenants sued and won the previous landlord because water damage and their lack of attention to the property. In my eyes that is no way to treat anyone, regardless of a view of just tearing down the houses to build for the wealthy.

I am passionate about this topic, and frustrated that a hard working professional like myself is being ignored and pushed out of my unit and not sure where I will rent next and would appreciate your consideration with having developers put in rental units as per the DNV OCP clearly identifies the need for housing diversity.

From the DNV OCP. Lack of housing diversity and affordability

As much as 70% of housing in the District is in the form of detached homes. As the population ages and household sizes decrease, more than 10% of our detached homes now have only one person living in them.

This form of housing is the most expensive and presents a barrier to first-time buyers and to seniors wishing to downsize. With an effective 0% vacancy rate and a dwindling and aging rental housing stock, there are few options for renters. Examples include an increasing gap between the rich and poor, with over 10,000 of our residents (about 12% of the population) living in low income households. Our homeless population has also seen a dramatic increase, tripling from 44 in 2002 to 127 in 2008.

Thank you for your time. I look forward to the open house for the proposed development on Tuesday November 26, 2013.

In best health,
Stacey Berisavac - 604-328-7202

Matt and Fionna Finden, 3051 Sunnyhurst Road

Visitor parking seems to be poorly thought out despite having this issue raised in previous meetings. Sunnyhurst Road is abnormally narrow and already quite congested.

Cognizant of lights from the new structure shining into the houses already there.

SUMMARY

The public information was reasonably well attended for the scale of the project, indicating an aware and involved community.

The issues raised were all responded to by the project principles and the district planner, and recorded for further consideration.

I believe the meeting met the expectations of the District for the public to be briefed on the proposed project, to receive answers to questions raised, an opportunity to raise issues and concerns, and to understand the ongoing process.

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PUBLIC HEARING

3014 and 3022 Sunnyhurst Road

- What:** Public Hearing on proposed District of North Vancouver Rezoning Bylaw 1303 (Bylaw 8029)
- When:** 7 pm, Tuesday, February 18, 2014
- Where:** Council Chambers, District of North Vancouver, 355 West Queens Road



- What is it?** The bylaw proposes to redevelop two single family lots located at 3014 and 3022 Sunnyhurst Road for a seven unit townhouse project which require rezoning and issuance of a development permit.
- What changes?** Bylaw 8029 rezones the subject site from Residential Single Family 6000 Zone (RS4) to Comprehensive Development 51 (CD51) to enable the development of a seven unit residential townhouse project.
- When can I speak?** Please join us on Tuesday, February 18, 2014 when Council will be receiving input from the public on this proposal. You can speak in person by signing up at the Hearing or by providing a written submission to the Municipal Clerk at the address below or input@dnv.org before the conclusion of the Hearing.
- Need more info?** The bylaw, Council resolution, staff report, and other relevant background material are available for review by the public at the Municipal Clerk's Office or online at www.dnv.org/public_hearing. Office hours are Monday to Friday 8 am to 4:30 pm.
- Who can I speak to?** Casey Peters, Community Planner, at 604-990-2388 or petersc@dnv.org.

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