

# AGENDA

*PUBLIC HEARING*

**Tuesday, July 21, 2015  
7:00 p.m.**

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

**Council Members:**

Mayor Richard Walton  
Councillor Roger Bassam  
Councillor Mathew Bond  
Councillor Jim Hanson  
Councillor Robin Hicks  
Councillor Doug MacKay-Dunn  
Councillor Lisa Muri



[www.dnv.org](http://www.dnv.org)

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**PUBLIC HEARING**

**7:00 p.m.**  
**Tuesday, July 21, 2015**  
**Municipal Hall, Council Chambers**  
**355 West Queens Road, North Vancouver**

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAW BY CLERK**

**The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)**

*Purpose of Bylaw:*

Bylaw 8126 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 85 (CD85) and rezone the subject lands from Multi-Family Residential Zone 1 (RM1) to CD85 to permit the development of a seven unit townhouse project.

**3. PRESENTATION BY STAFF**

Presentation: Natasha Letchford, Community Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Harbourview Homes Corp.

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the July 21, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)" be returned to Council for further consideration.

**8. CLOSING**

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# The Corporation of the District of North Vancouver

## Bylaw 8126

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

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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 1332 (Bylaw 8126)”.

### 2. Amendments

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

(a) Section 301 (2) is amended by inserting the following zoning designation:

“Comprehensive Development Zone 85                      CD 85”

(b) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following:

**“4B85 Comprehensive Development Zone 85                      CD 85**

**The CD 85 zone is applied to:**

Legal Address:

Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

#### **4B 85 – 1 Intent**

The purpose of the CD 85 Zone is to permit a multi-family residential 7 unit townhouse project.

#### **4B 85 – 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 85 Zone:

- a) Uses Permitted Without Conditions:
  - i. Residential building, multi-family townhouse

- b) Conditional Uses:
  - i. Not applicable.

#### **4B 85 – 3 Conditions of Use**

- i. Not applicable.

#### **4B 85 – 4 Accessory Use**

- a) *Accessory uses* are permitted and may include but are not necessarily limited to:
  - i. *Home occupations* in accordance with the regulations in Section 405 of the Zoning Bylaw 3210, 1965.

#### **4B 85 – 5 Density**

- a) The maximum permitted density in the CD85 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Parking
  - ii. Underground storage to a maximum of 147 m<sup>2</sup> (1,583 sq. ft.)

#### **4B 85 – 6 Amenities**

- a) Despite Subsection 4B85 – 5, permitted density in the CD 85 Zone is increased to a maximum of 1,496.1 m<sup>2</sup> (16,103.8 sq. ft.) *gross floor area*, inclusive of any density bonus for energy performance, if the owner:
  - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and,
  - 2. Contributes \$33,585 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
    - i. Improvements to public parks, plazas, trails and greenways;
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iv. Affordable or special needs housing.

**4B85 – 7 Height**

- a) The maximum permitted height for each building is 9.14 metres (30.0 feet) and a maximum of two storeys.
- b) For the purpose of measuring building *height*, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured to from the *finished grade*. For the purposes of calculating number of storeys, underground parking and roof decks are excluded.

**4B 85 – 8 Setbacks**

Buildings must be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

<b>Setback</b>	<b>Minimum Required Setback</b>
North (rear)	2.6 m (8.43 ft)
East	1.2 m (4.0 ft)
South (Edgemont Blvd)	6.1 m (20 ft)
West	1.2 m (4.0 ft)

The foundation wall for the underground parking structure must be set back a minimum of 2.4 m (8 ft) from the north property line on the west and a minimum of 8.2 m (27 ft) from the north property line on the east as illustrated in Figure 1.

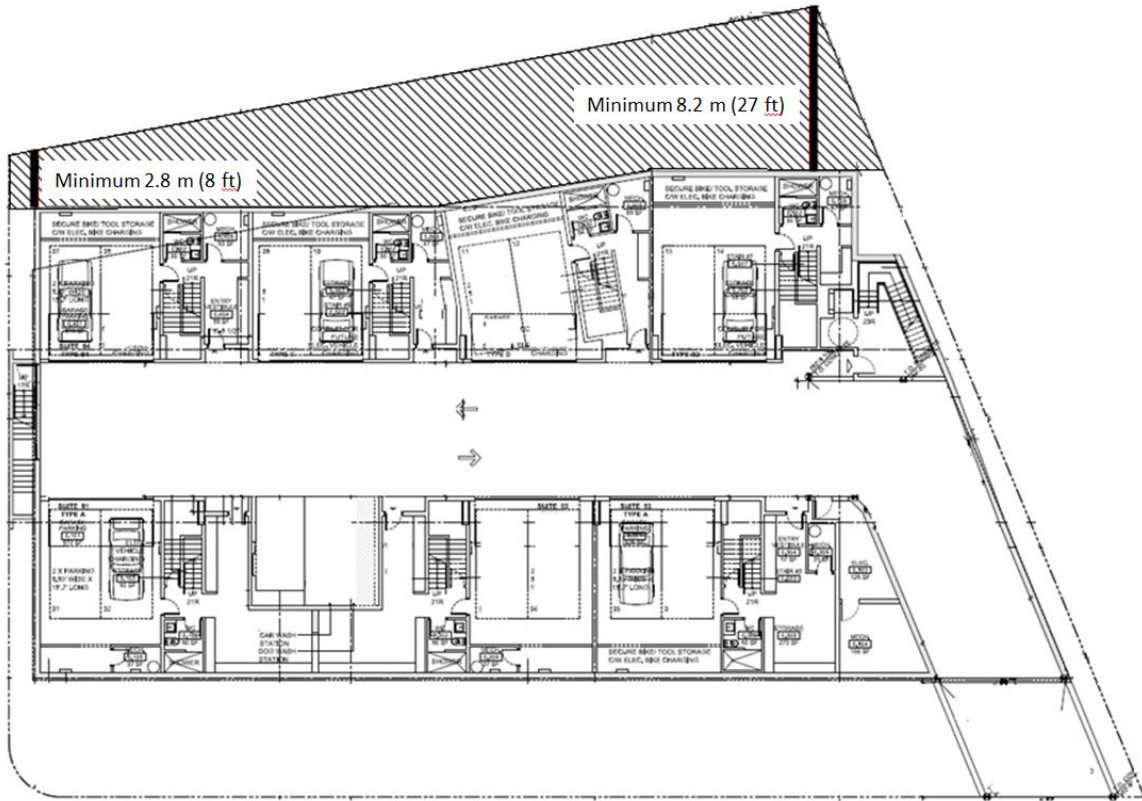


Figure 1

Any excavation within this setback area, as shown hatched in Figure 1, is subject to the requirements of the District’s Tree Protection Bylaw 7671 with regard to tree protection issues.

**4B 85 – 9 Coverage**

- a) Building Coverage: The maximum building coverage is 48%.
- b) Site Coverage: The maximum site coverage is 51%.

**4B 85 – 10 Acoustic Requirements**

- a) 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:



<b>Portion of Dwelling Unit</b>	<b>Noise Level (Decibels)</b>
Bedrooms	35
Living and Dining Rooms	40
Kitchen, Bathrooms, and Hallways	45

**4B 85 – 11 Landscaping and Storm Water Management**

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or a solid wood fence or a combination thereof.

**4B 85-12 Parking, Loading and Servicing Regulations**

- a) A minimum of 16 parking spaces are required, inclusive of 2 designated visitor parking spaces;
- b) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- c) Bicycle storage for residents shall be provided on the basis of one space per unit.”

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multi-Family Residential Zone 1 (RM1) to Comprehensive Development Zone CD 85.

2.3 The Siting Area Map section is amended by deleting Plan Section R/7 and replacing it with the revised Plan Section R/7 attached as Schedule B.

**READ** a first time June 15<sup>th</sup>, 2015

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

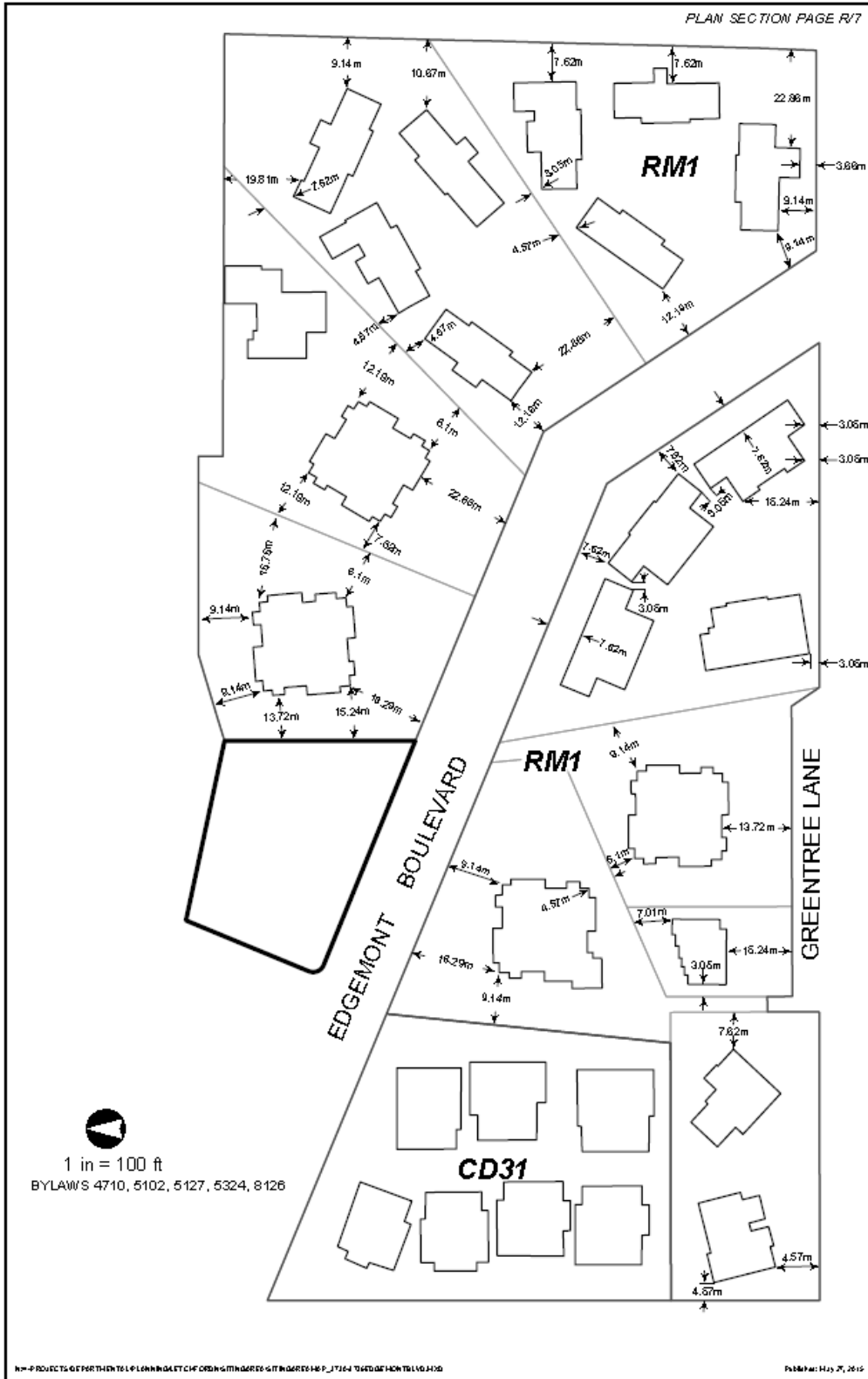
### Schedule A to Bylaw 8126



**MULTI-FAMILY RESIDENTIAL ZONE 1 (RM1) TO  
COMPREHENSIVE DEVELOPMENT ZONE 85 (CD85)**



# Schedule B to Bylaw 8126



AGENDA INFORMATION

- Regular Meeting
- Workshop (open to public)

Date: JUNE 15, 2015  
 Date: \_\_\_\_\_

  
 Dept.  
 Manager

  
 GM/  
 Director

  
 CAO

## The District of North Vancouver REPORT TO COUNCIL

June 4, 2015  
 File: 08.3060.20/039.14

**AUTHOR:** Natasha Letchford, Planner

**SUBJECT:** Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard

**RECOMMENDATION:**

THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126) is given FIRST reading and is referred to a Public Hearing;

AND THAT "Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd)" is given FIRST reading.

**REASON FOR REPORT:**

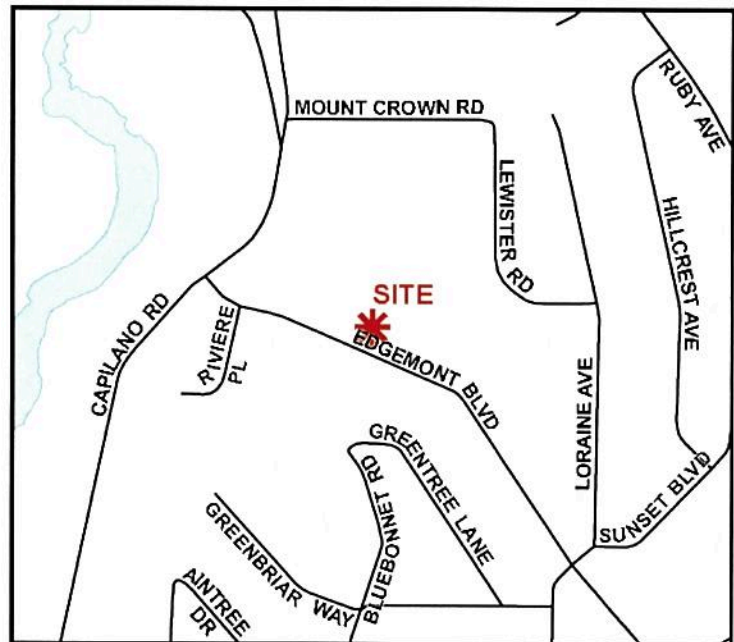
The project requires Council's consideration of:

- Bylaw 8126 to rezone the subject properties; and,
- Bylaw 8127 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

**SUMMARY:**

The applicant proposes to redevelop an existing multi-family lot addressed 3730 to 3736 Edgemont Blvd into a two storey, 7 unit townhouse project.

Implementation of the project requires a rezoning bylaw (Bylaw 8126) and a Housing Agreement bylaw (Bylaw 8127). The Rezoning Bylaw is recommended for Introduction and referral to a Public Hearing. A development permit will be forwarded to Council for consideration if the rezoning proceeds.



**BACKGROUND:**

Official Community Plan

The Subject properties are designated *Residential Level 3: Attached Residential (RES 3)* in the District Official Community Plan (OCP) and for reference, detached residential in the Upper Capilano Local Plan. RES3 envisions ground-oriented multifamily housing within neighbourhoods up to approximately 0.80 FSR – the proposed FSR of 0.77 is consistent with the OCP.



The existing multi-family development on the site consists of 4 rental units.

The proposed units are three bedroom units ranging from 2,418 sq. ft. (224 m<sup>2</sup>) to 3,200 sq. ft. (297 m<sup>2</sup>) in size, which will be attractive to both families and downsizers, and as such supports 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.”



Zoning

The subject property is zoned Residential Multi-Family 1 (RM-1) which permits low to medium density development. The zoning bylaw also includes a siting area map, which matches the layout of the existing buildings on this lot. Bylaw 8126 proposes a new Comprehensive Development Zone tailored specifically to this project and removes the Siting Area requirement for this lot

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

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Development Permit

The subject lot is in the following Development Permit Areas (DPA):

- Form and Character of Multi-Family Development; and,
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

A development permit report, outlining the project's compliance with the applicable DPA guidelines, will be provided for Council's consideration at the Development Permit stage.

Strata Rental Protection Policy

The Corporate "Strata Rental Protection Policy" applies to this project as the rezoning 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 8126 is provided to implement that Policy.



VIEW FROM SOUTHWEST

**ANAYLSIS:**

**The Site and Surrounding Area:**

The site consists of one multi-family residential lot located on Edgemont Blvd towards Capilano Rd. The 'Edgemont Manor' is located to the north of the site and numerous multi family ground oriented developments are located to the east and south of the site. The properties to the west along Edgemont Blvd are single family homes.

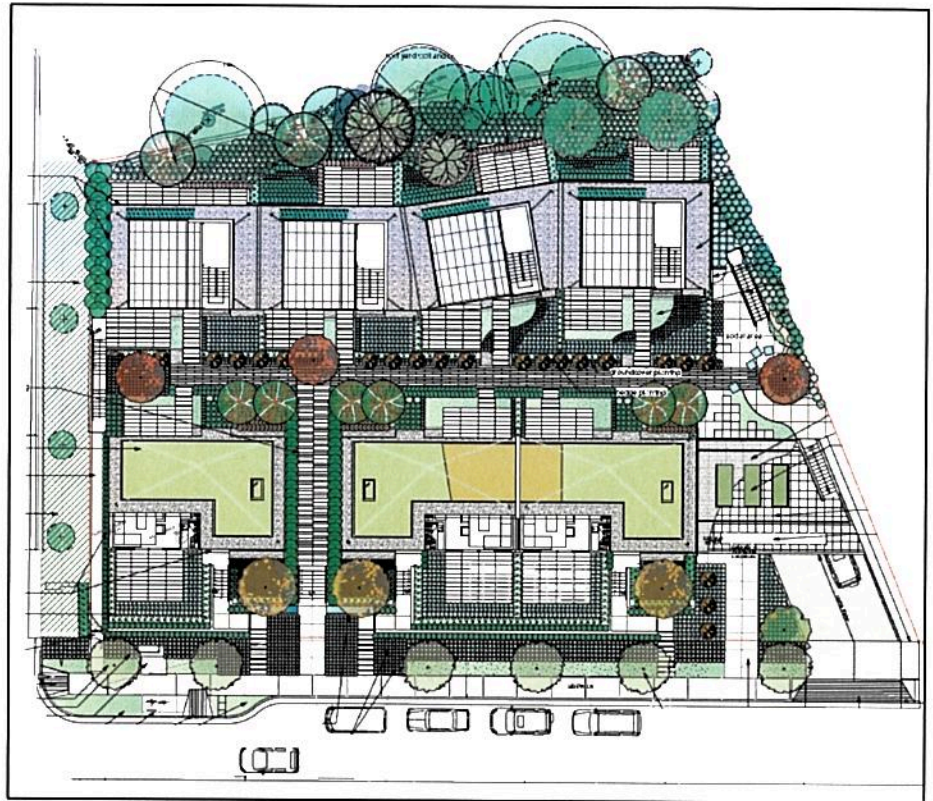
**Project Description:**

Site Plan/Building Description

The project consists of 7 two-storey townhouse units arranged in 3 buildings with a shared underground parking garage.

Landscaping

The trees on the north of the site between the Manor and the project are being retained to maintain privacy as well as the treed character of the site. The garage setback has been carefully designed to allow this tree retention and is included in the CD 85 Zone. In addition, following input from the neighbours, seven trees (maples and dogwood) will be carefully planted amongst the existing trees to ensure a continuous canopy screen on the north property boundary



between the site and the Manor. A majority of the trees along the boundary are conifers and will provide screening year round.

The trees on the south property line, along Edgemont Blvd, will be removed as they are previously topped and in poor to very poor condition. Ten replacement trees will be planted along the front of the property.

The landscaping throughout the property includes native and drought tolerant species which require minimal maintenance.

Acoustic Regulations

Bylaw 8127 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. As a condition of a development permit, the applicant will be required to provide a report from a qualified noise consultant.

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



**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

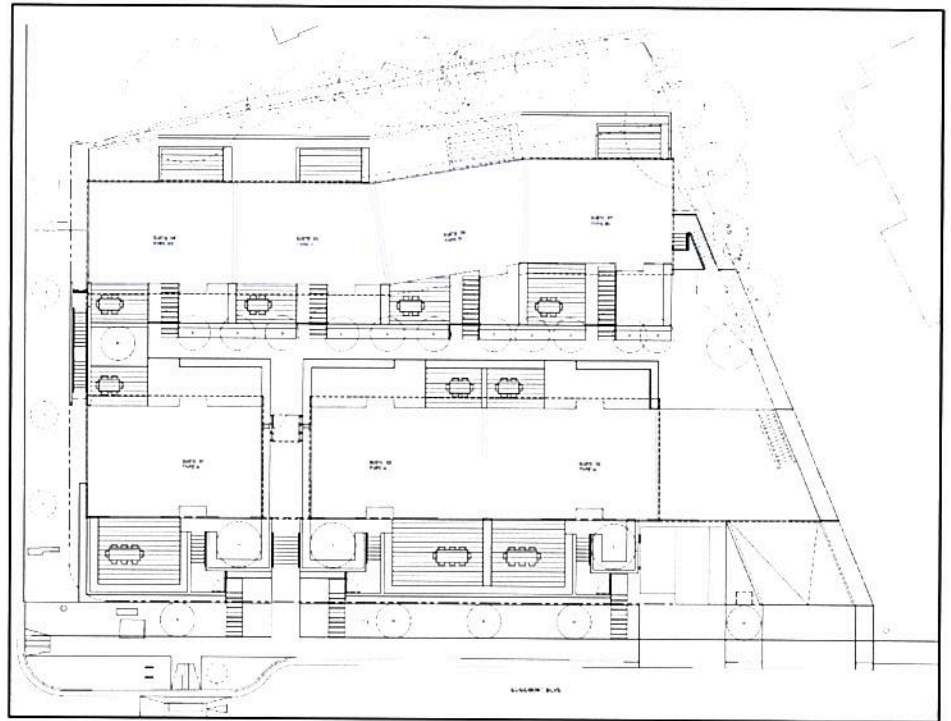
June 4, 2015

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The project drew inspiration from the neighbouring flat roofed Shalal Garden project designed by Fred Hollingsworth as well as from the long history of west-coast modern design in North Vancouver and this neighbourhood.

The units are 3 bedrooms and range in size from 2,418 sq. ft. (224 m<sup>2</sup>) to 3,200 sq. ft. (297 m<sup>2</sup>). The building is approximately 32 ft (9.7 m) high.

There is an exterior courtyard that runs the width of the property; this is a pedestrian focused space that allows natural light to penetrate into the units. The courtyard is accessible from Edgemont Blvd and the ground floor of the units. The four units along the north of the property each have a private roof deck.



### Parking

One level of underground parking, with access from the south east corner of the site off of Edgemont Blvd, is provided. The underground parking level is designed to be a light and airy space through the introduction of daylight via a continuous ribbon window.

Each unit has an individual two car garage with a storage area which can accommodate at least 2 bicycles. Each garage is pre-wired for an electrical vehicle charging outlet which is suitable for bikes and cars. There are an additional two visitor parking spaces provided in the underground parking. There are two Class 2 at-grade bike parking spaces accessed from Edgemont Boulevard. These bicycle parking spaces are located in a covered area that will be well-lit at night.

The proposal also includes a dog and car/bike wash space in the parkade.

**OFF-SITE IMPROVEMENTS:**

The application includes the construction of a new zebra crosswalk and a curb bulge to reduce the width of Edgemont Boulevard as well as an extension of the existing sidewalk on the south side of Edgemont Blvd. A replacement street light is required at the corner of Edgemont Blvd and the Manor's driveway.

**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 Build Green™ 'Gold'.



The two buildings on the south end of the property have low maintenance green roofs, which are not accessible by the residents, which will help achieve the building energy performance targets.

**IMPLEMENTATION:**

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8126, and a Housing Agreement Bylaw, Bylaw 8127, as well as issuance of a development permit and registration of legal agreements. Bylaw 8126 (Attachment A) rezones the subjects properties from Residential Multi-Family 1 (RM1) to a new Comprehensive Development 85 Zone (CD 85) which:

- Establishes the multi-family residential use;
- Establishes a base density FSR (Floor Space Ratio) of 0.45;
- Allows an increased density with a payment of a \$33,585 CAC (Community Amenity Contribution) and entering into a housing agreement to restrict future strata rental restrictions; and,
- Incorporates acoustic requirements.

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

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Bylaw 8127 (Attachment B) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

In addition, the following legal agreements will be required prior to zoning bylaw adoption to secure:

- A green building covenant;
- A stormwater management covenant; and,
- A tree protection covenant.

**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 \$33,585 has been calculated and this amount is included in the proposed CD 85 Zone. It is anticipated that the CACs from this development will include contributions toward any of the following: public parks, plazas, trails, and greenway; environmental, pedestrian, or other public realm infrastructure improvements; and, to the affordable housing fund.

**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

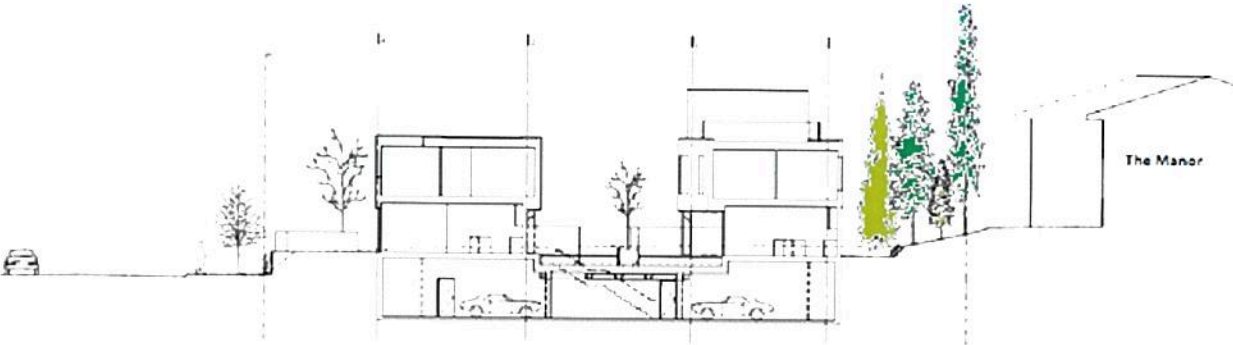
The application was considered by the Advisory Design Panel on November 13, 2014 and the panel commended the applicant for the quality of the proposal and recommends the approval of the project pending improved accessibility to the courtyard and additional natural lighting in the underground garage.

In response to the Panel's motion, the applicant is proposing a continuous ribbon window at the west end of the parkade to allow more light into the parkade. There is now an accessible access route along the east edge of the property from the sidewalk on Edgemont Blvd which leads to the courtyard.

**PUBLIC INPUT:**

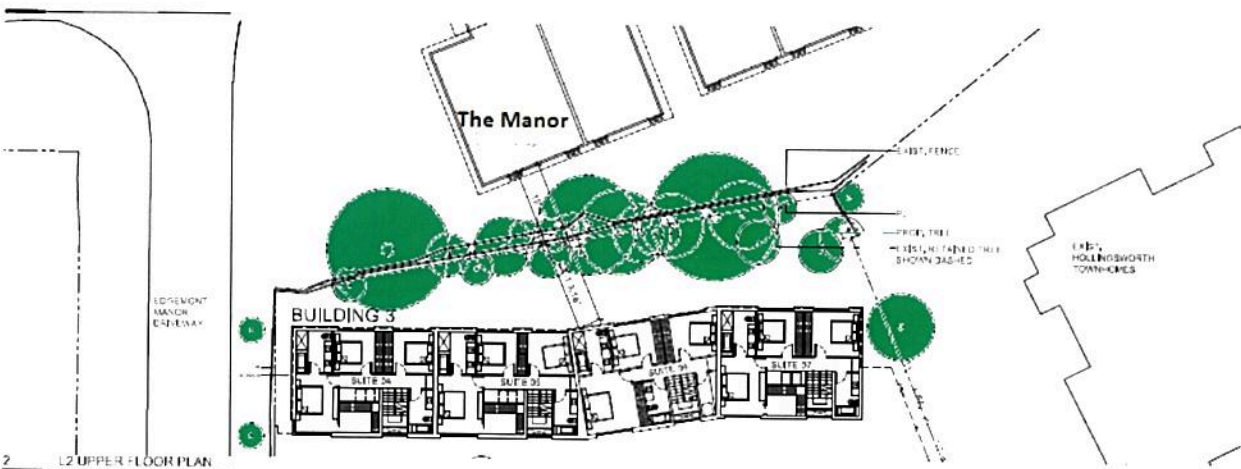
Public Information Meeting

The applicant held a facilitated early public input meeting at the detailed application stage on December 9, 2014. The meeting was attended by approximately 31 people.



A key input from the preliminary application was a concern over a potential loss of privacy for the residents of "The Manor at Edgemont".

The applicant met with the neighbours to discuss the privacy concerns.



To address the concerns of the neighbours the applicant, in discussion with the neighbours, ensured privacy is maintained through the following measures:

- Retaining the existing trees along the boundary between the project and Edgemont Manor; and ensuring construction is compatible with tree retention through bylaw setbacks;
- Planting new trees which will further fill the few existing openings in the canopy;

- Heavily planting the area under the trees on the boundary between the Manor and the project;
- Maintaining existing fences between the Manor and the project – these fences serve as a screen between the Manor patios and the project’s patio;
- The windows for the project on the second floor are installed lower than the Manor windows; and,
- Construction of planter screens on the northern edge of the project’s rooftop decks.

A concern was raised over the installation of a replacement street light and possible increased light pollution. The street light replaces an existing light mounted on a BC Hydro pole and will have the necessary light spill controls and will produce a similar level of light as the existing street light.

**CONSTRUCTION MANAGEMENT PLAN:**

In order to address the goal to reduce development’s impact on pedestrian and vehicular movements, the developer will be required to provide a construction traffic management plan as a condition of a Development Permit. The Construction Management plan must minimize construction impacts on pedestrian and vehicle movement along Edgemont Blvd; while accommodating the Capilano Water Main project. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the ‘construction traffic management’ must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Provide a point of contact for all calls and concerns;
4. Provide a sequence and schedule of construction activities;
5. Identify methods of sharing construction schedule with other developments in the area;

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

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6. Ascertain a location for truck marshalling and trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

Edgemont Boulevard is expected to be closed at Capilano Road from January 2016 to April 2016 as part of the Capilano Water Main Replacement Project. Due to other development projects and associated major civil works potentially underway in Edgemont Village the excavation works for this project will not be permitted to take place until the intersection of Capilano Rd and Edgemont Blvd is re-opened. A restrictive land use covenant will be required that makes it clear that a building permit will not be issued until after the intersection at Capilano Rd and Edgemont Blvd is reopened (anticipated May 2016).

**CONCLUSION:**

The 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. The project is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8126 and 8127 and refer Bylaw 8126 to a Public Hearing (staff recommendation); or,
2. Defeat Bylaw 8126 and 8127 at First reading.

Natasha Letchford  
Planner

**Attachments:**

- A. Rezoning Bylaw 8126
- B. Housing Agreement Bylaw 8127
- C. Reduced copies of shadow study, site, architectural, and landscaping plans
- D. Public Information Meeting Facilitator's Report

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

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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"/> Facilities _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____

**The Corporation of the District of North Vancouver**

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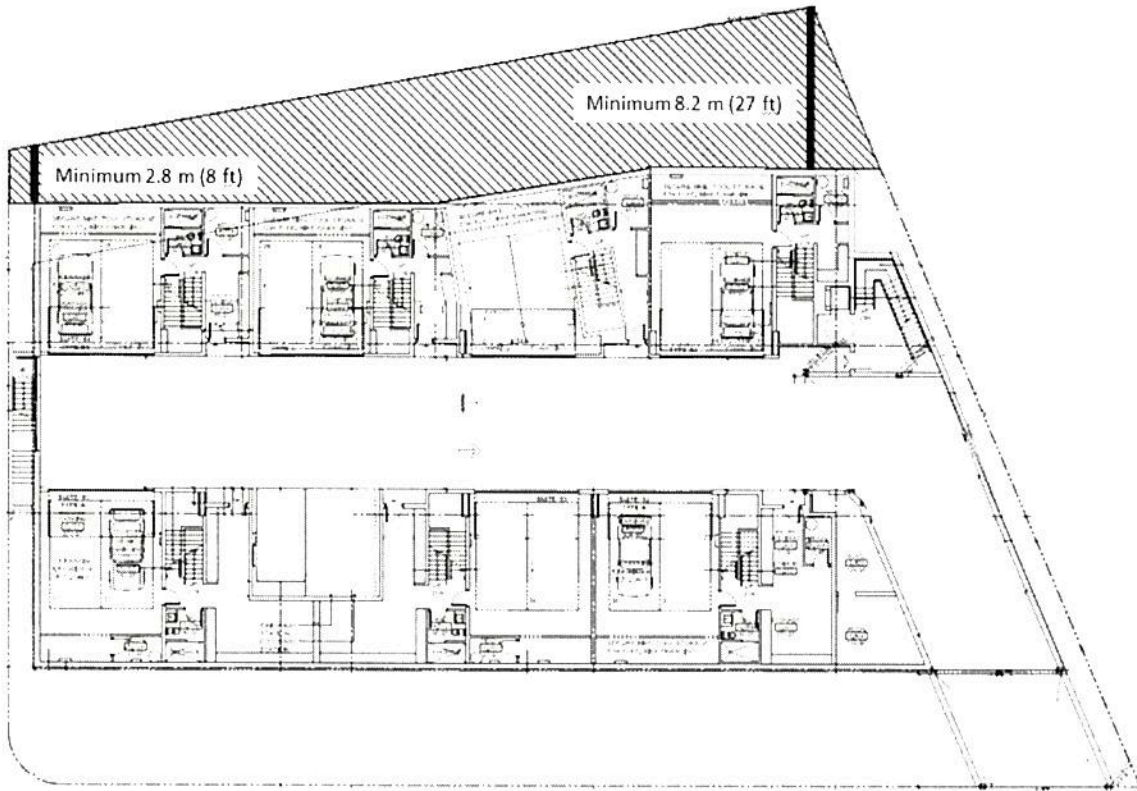


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- c) Bicycle storage for residents shall be provided on the basis of one space per unit.”

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multi-Family Residential Zone 1 (RM1) to Comprehensive Development Zone CD 85.

2.3 The Siting Area Map section is amended by deleting Plan Section R/7 and replacing it with the revised Plan Section R/7 attached as Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

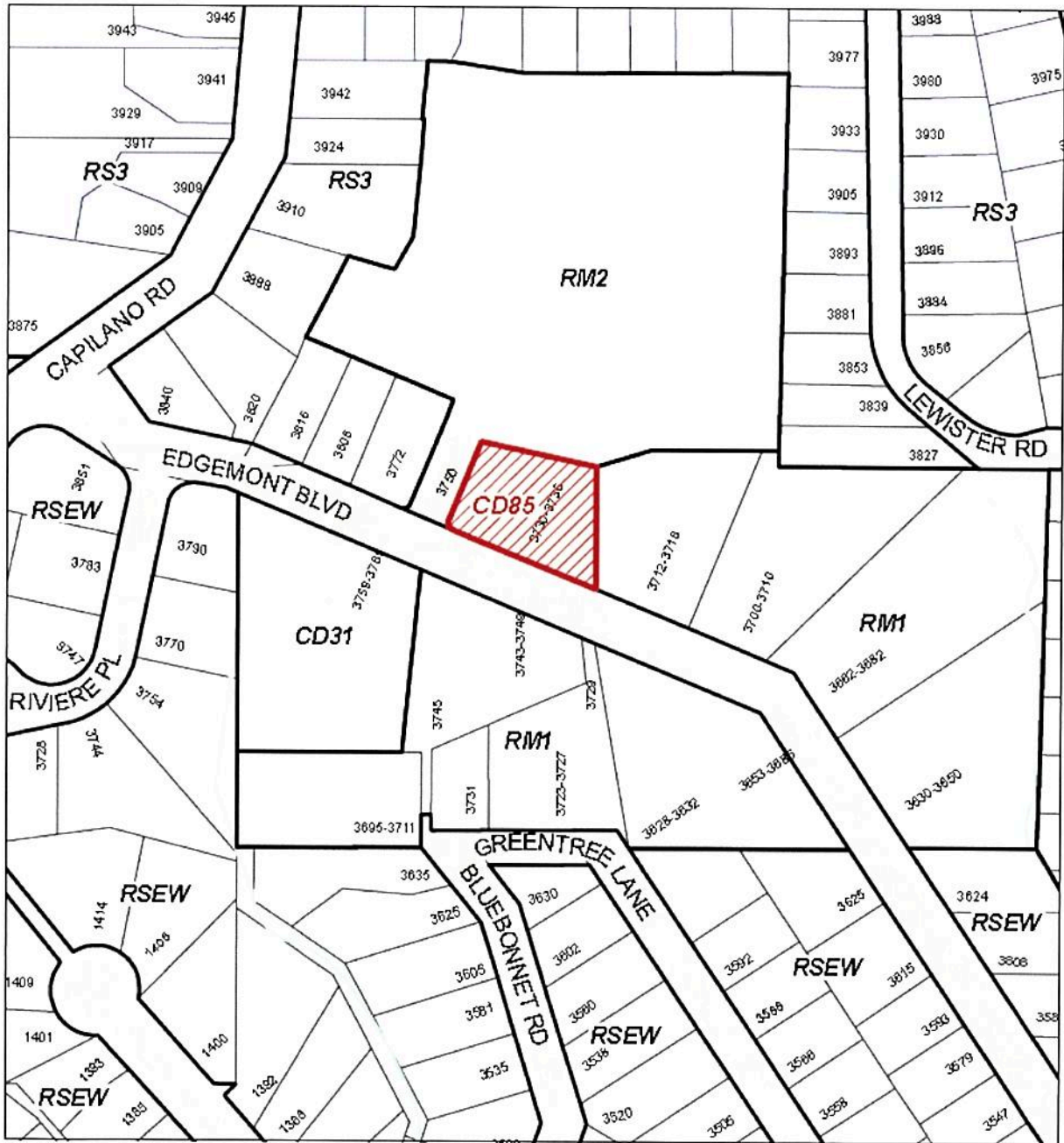
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

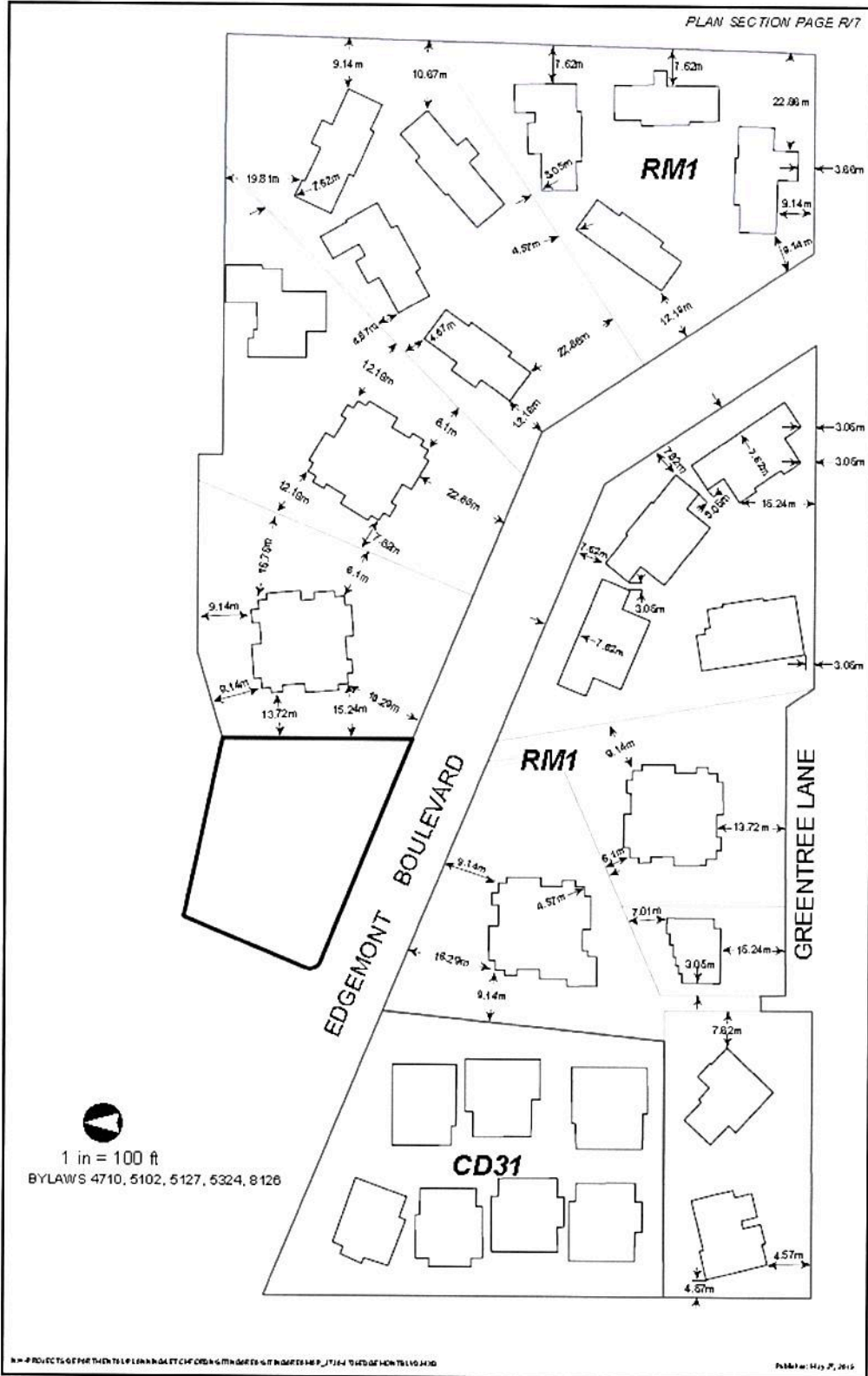
Schedule A to Bylaw 8126



MULTI-FAMILY RESIDENTIAL ZONE 1 (RM1) TO  
COMPREHENSIVE DEVELOPMENT ZONE 85 (CD85)



# Schedule B to Bylaw 8126



**The Corporation of the District of North Vancouver**

**Bylaw 8127**

A bylaw to enter into a Housing Agreement (3730-3736 Edgemont Blvd.)

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 8127, 2015 (3730-3736 Edgemont Blvd.)".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Harbourview Homes Corporation substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

**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

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk



## Schedule A to Bylaw 8127

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is

BETWEEN:

**HARBOURVIEW HOMES CORP. INC. No. \_\_\_\_\_**

400-38 Fell Avenue, North Vancouver BC, V7P 3S2

(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:

1. The Owner is the registered owner of the Lands;
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
3. 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
4. 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 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 development on the Lands contemplated in the Development Permit containing not more than 7 Units;
- (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 8127 and will remain in effect until terminated by the District.

**3. RENTAL ACCOMODATION**

3.01 Rental Disclosure Statement

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

- (a) before the first Unit in the said strata subdivision 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 in the said strata subdivision as rental strata lots and imposing at least 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 in the said strata subdivision before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

Every Unit 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(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

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(s) 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 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 Proposed 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 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 or powers 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; and
- (c) The District may at any time 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 in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the District or have been granted in favour of the District.

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:

Harbourview Homes Corp.  
400-38 Fell Avenue  
North Vancouver, BC V7P 3S2

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” 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 8127.

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:

1. \_\_\_\_\_ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. 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");
3. 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
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

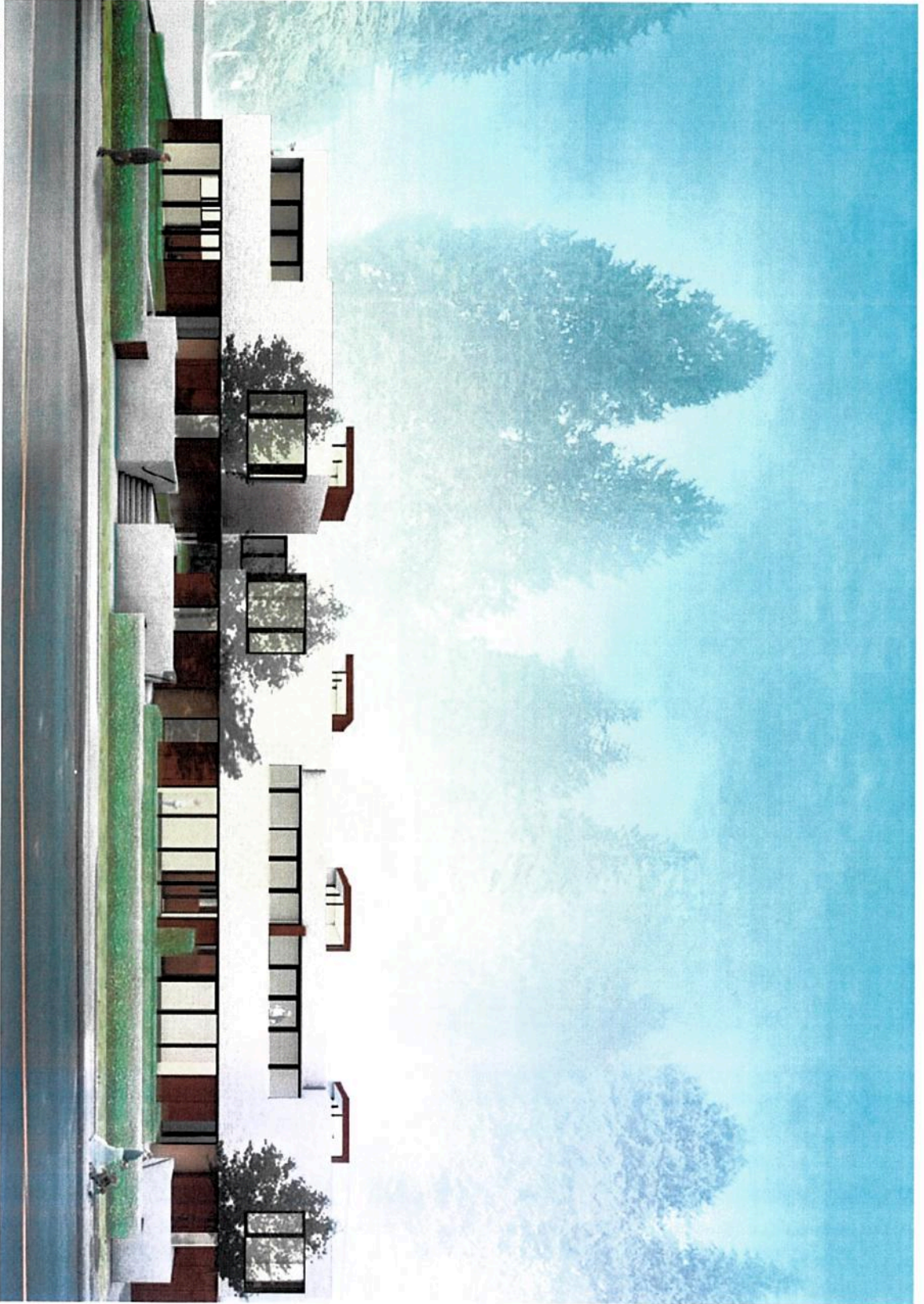
THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

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 Act* Form C to which this Agreement is attached and which forms part of this Agreement.

- END OF DOCUMENT -

RENDERINGS



EXTERIOR RENDER - EDMONTON BOULEVARD



EXTERIOR RENDER - VIEW WEST THROUGH COURTYARD

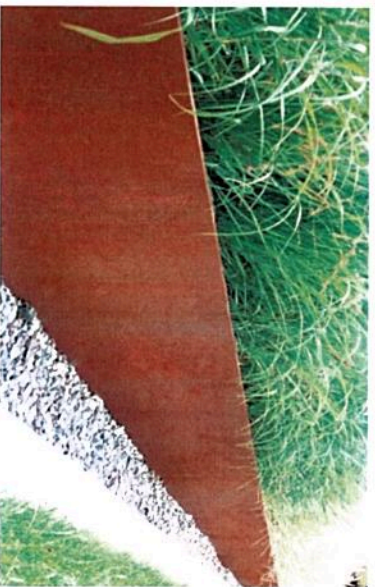
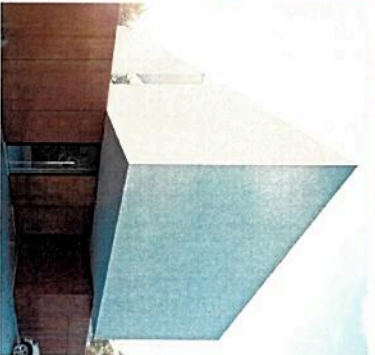
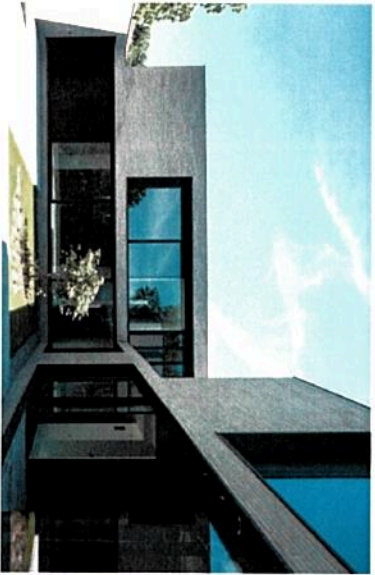
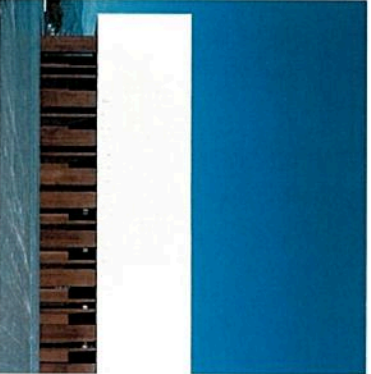


- 21'-0 1/4"  
T.O. PARAPET FINISH
- 19'-0 1/4"  
U/S CEILING
- 15'-0 1/4"  
T.O. WINDOW
- 15'-3 3/4"  
T.O. LANDING
- 10'-1 3/8"  
T.O. FLOOR FINISH
- 8'-10 7/8"  
U/S CEILING
- 7'-10 7/8"  
T.O. WINDOW
- 5'-7 1/2"  
T.O. LANDING
- 0'-0" / 395' -0"  
T.O. FLOOR FINISH
- 2'-0"  
T.O. SUSP. SLAB



ELEVATION DETAIL

CONCEPT IMAGES

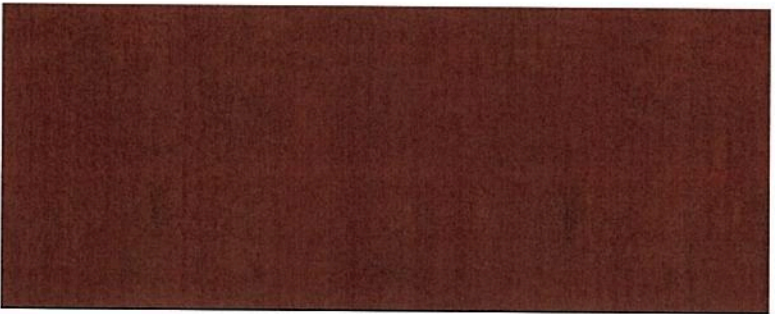


## MATERIAL STRATEGY



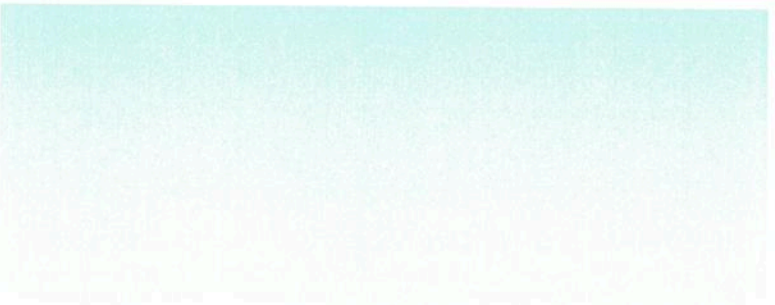
### WHITE CONCRETE BRICK

White concrete brick complements the white facade of the Hollingsworth fourplex to the east, while providing durability to the elements.



### PREWEATHERED STEEL

Preweathered steel rainscreen panels provide durability along the ground floor.



### GLAZING

A high-performance glazing system increases the energy performance of the building, through mitigating heat loss and solar gain.



### BOARDFORM CONCRETE

Boardform concrete retaining walls connect the lower preweathered steel volume with the vegetation to create a cohesive ground plane.



### GRASSES & SHRUBS

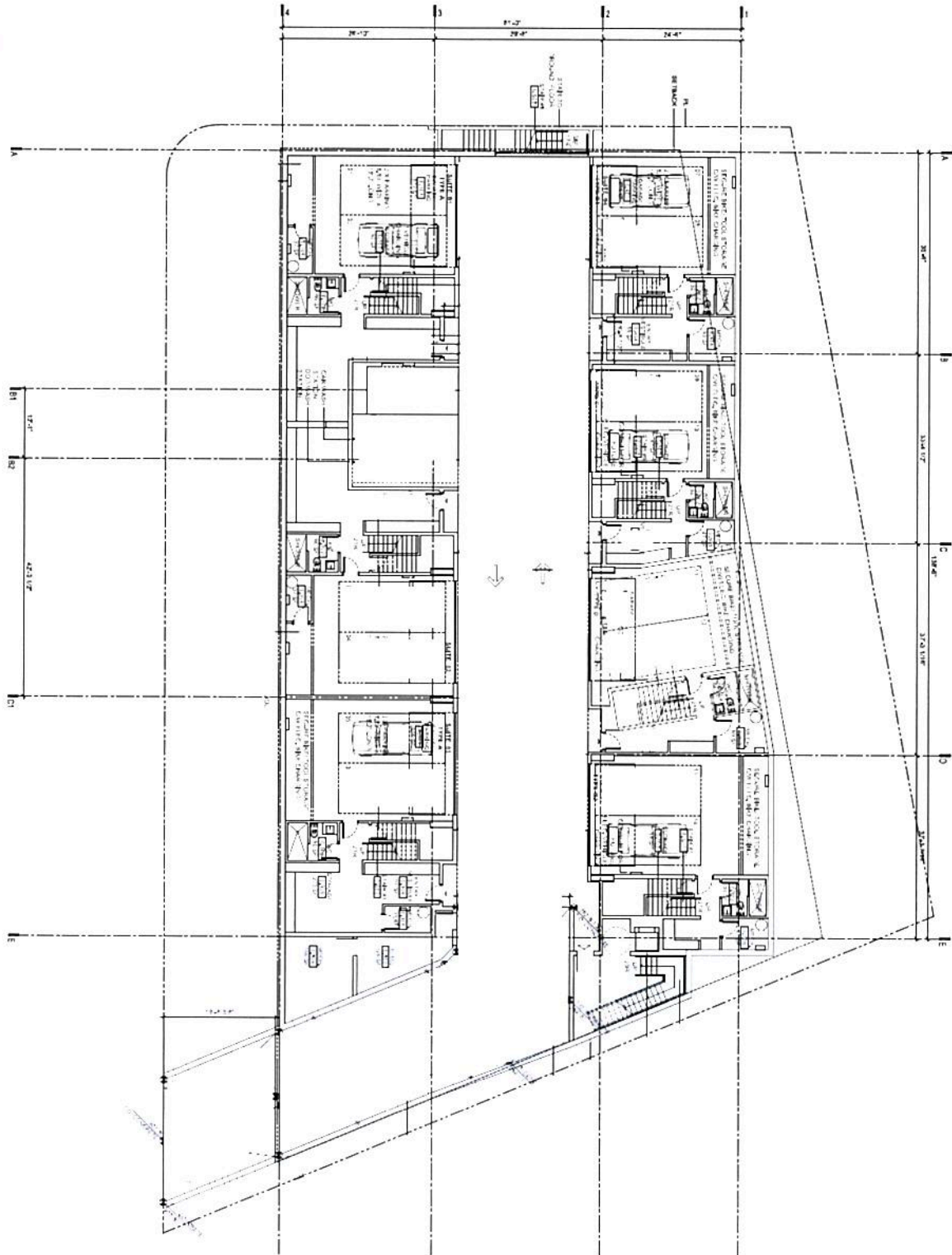
Low grasses and shrubs throughout the site are used to mitigate stormwater runoff.



### TREES

In addition to the large coniferous trees retained on the site, new deciduous trees are used to shade the buildings in summer, while allowing daylight to access the envelope in the winter.

NO.	DESCRIPTION	DATE
1	SUBMITTAL	02/10/2010
2	REVISIONS	02/15/2010
3	REVISIONS	02/25/2010
4	REVISIONS	03/02/2010
5	REVISIONS	03/08/2010
6	REVISIONS	03/15/2010
7	REVISIONS	03/22/2010
8	REVISIONS	03/29/2010
9	REVISIONS	04/05/2010
10	REVISIONS	04/12/2010
11	REVISIONS	04/19/2010
12	REVISIONS	04/26/2010
13	REVISIONS	05/03/2010
14	REVISIONS	05/10/2010
15	REVISIONS	05/17/2010
16	REVISIONS	05/24/2010
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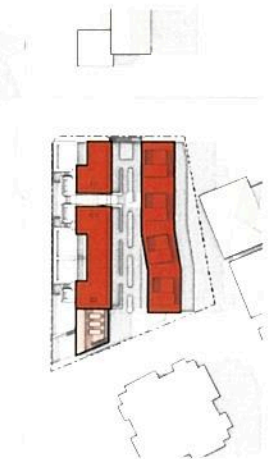




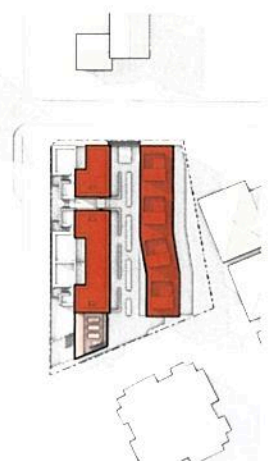
SHADOW STUDIES\*



01. WINTER SOLSTICE - 10AM



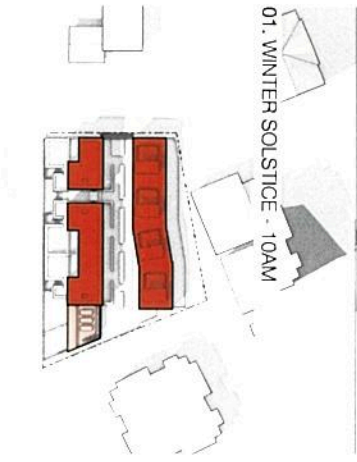
02. WINTER SOLSTICE - 12NOON



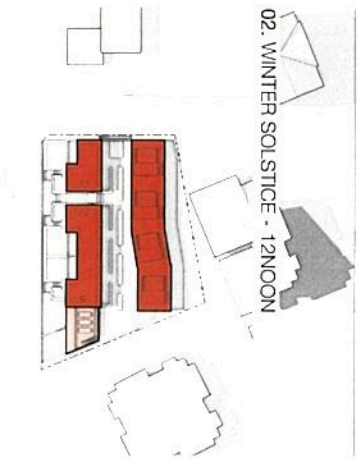
03. WINTER SOLSTICE - 2PM



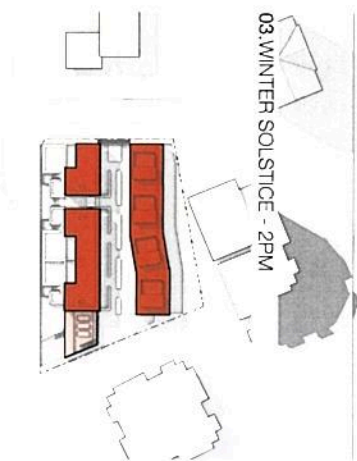
04. WINTER SOLSTICE - 6PM



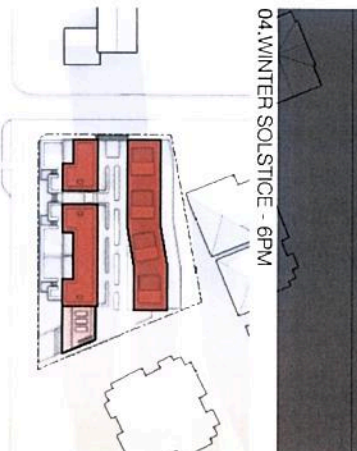
05. EQUINOX - 10AM



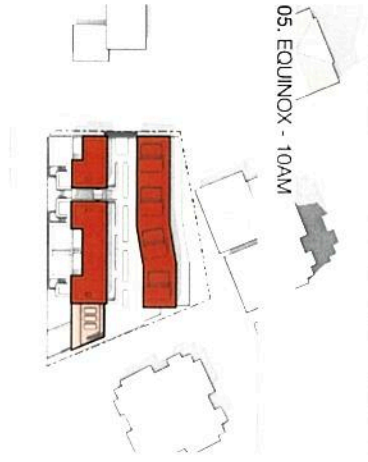
06. EQUINOX - 12NOON



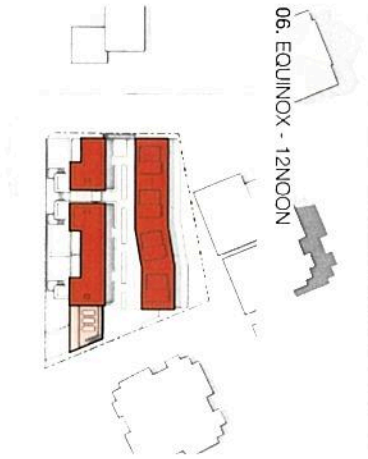
07. EQUINOX - 2PM



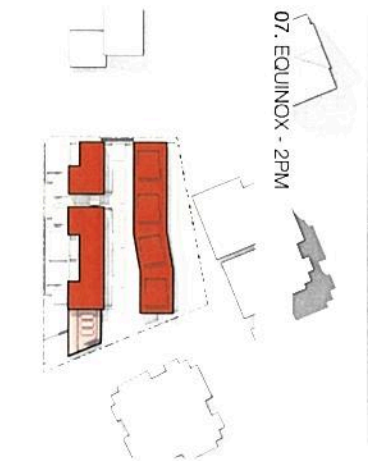
08. EQUINOX - 6PM



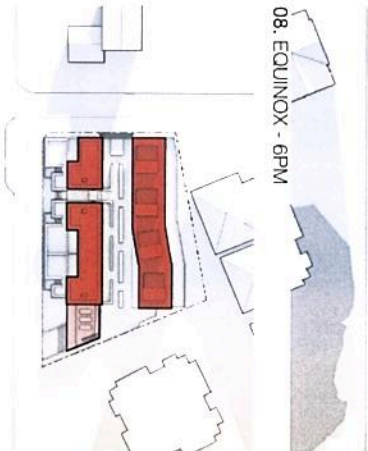
09. SUMMER SOLSTICE - 10AM



10. SUMMER SOLSTICE - 12NOON



11. SUMMER SOLSTICE - 2PM



12. SUMMER SOLSTICE - 6PM

\*NOTE: UPDATED 2015-05-22

- 1. Green roof
- 2. Living wall
- 3. Rainwater harvesting
- 4. Solar panels
- 5. Energy efficient lighting



Red Japanese maple



ex. planting



metal cladding



deer fern



bamboo cladding

new roof wall and facade



edge of slab

CONCRETE SLAB  
WITH 100MM  
INSULATION  
AND 100MM  
GRAVEL  
DRAINAGE  
LAYER

WOODEN AND STEEL  
DECKING  
WITH  
WOODEN  
TRUSS

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

ex. trees

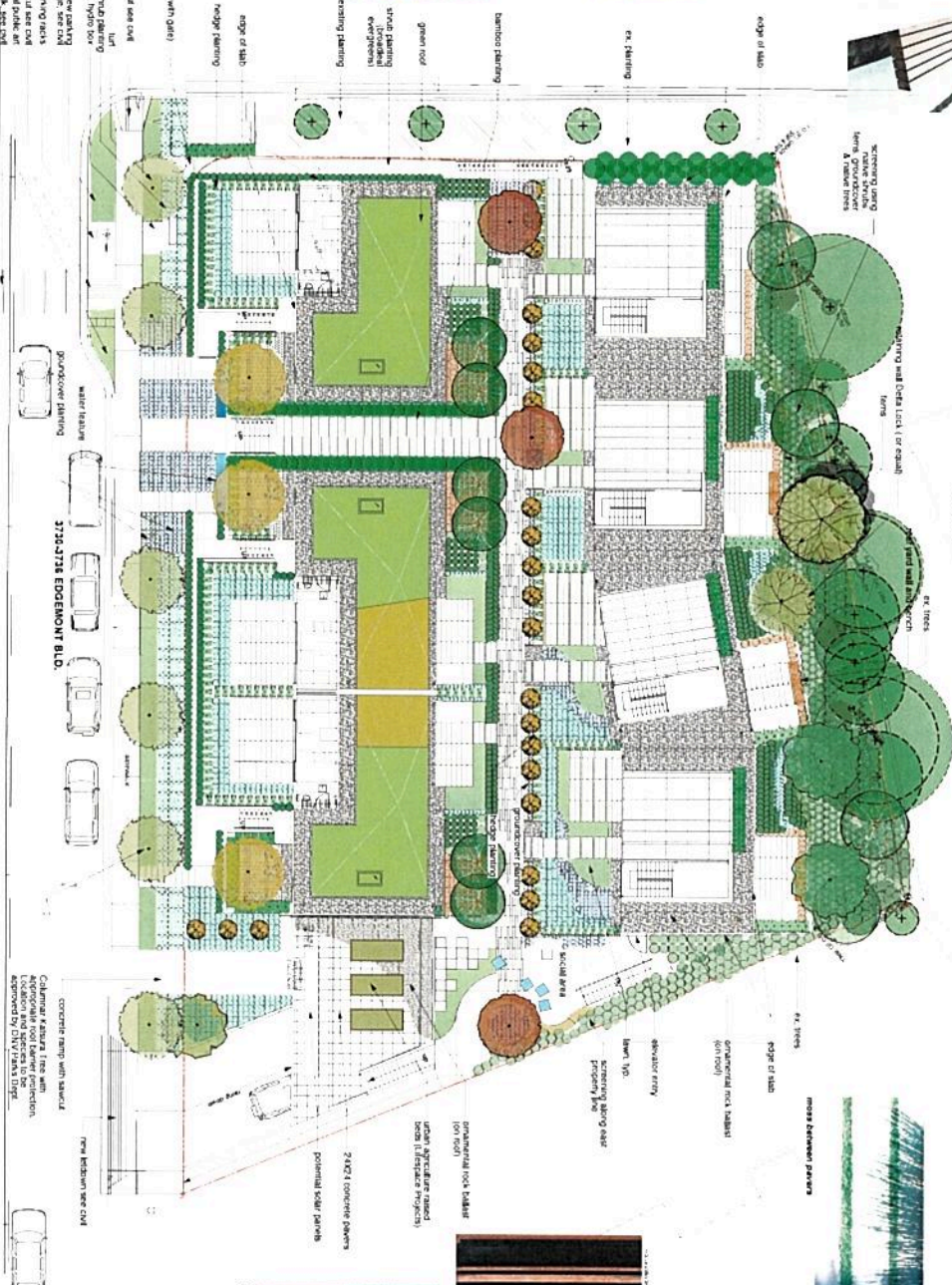
ex. trees

ex. trees

ex. trees

ex. trees

note: existing items to be retained, refer to  
protection layout sheet. tree protection fencing to  
refer DUV guidelines - see PROTECT SS



green roof sedums



LED screen cubes



raised granite block seating



urban agriculture raised beds



concrete paving



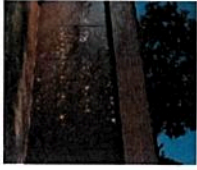
concrete paving



cut-in tree planters



cut-in tree planters



cut-in tree planters

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BY	FORMA DESIGN INC.
PROJECT	3706, 3708 EDMONTON BLD.
LOCATION	3706, 3708 EDMONTON BLD.
SCALE	AS SHOWN
STATUS	CONCEPT DESIGN
CLIENT	FORMA DESIGN INC.

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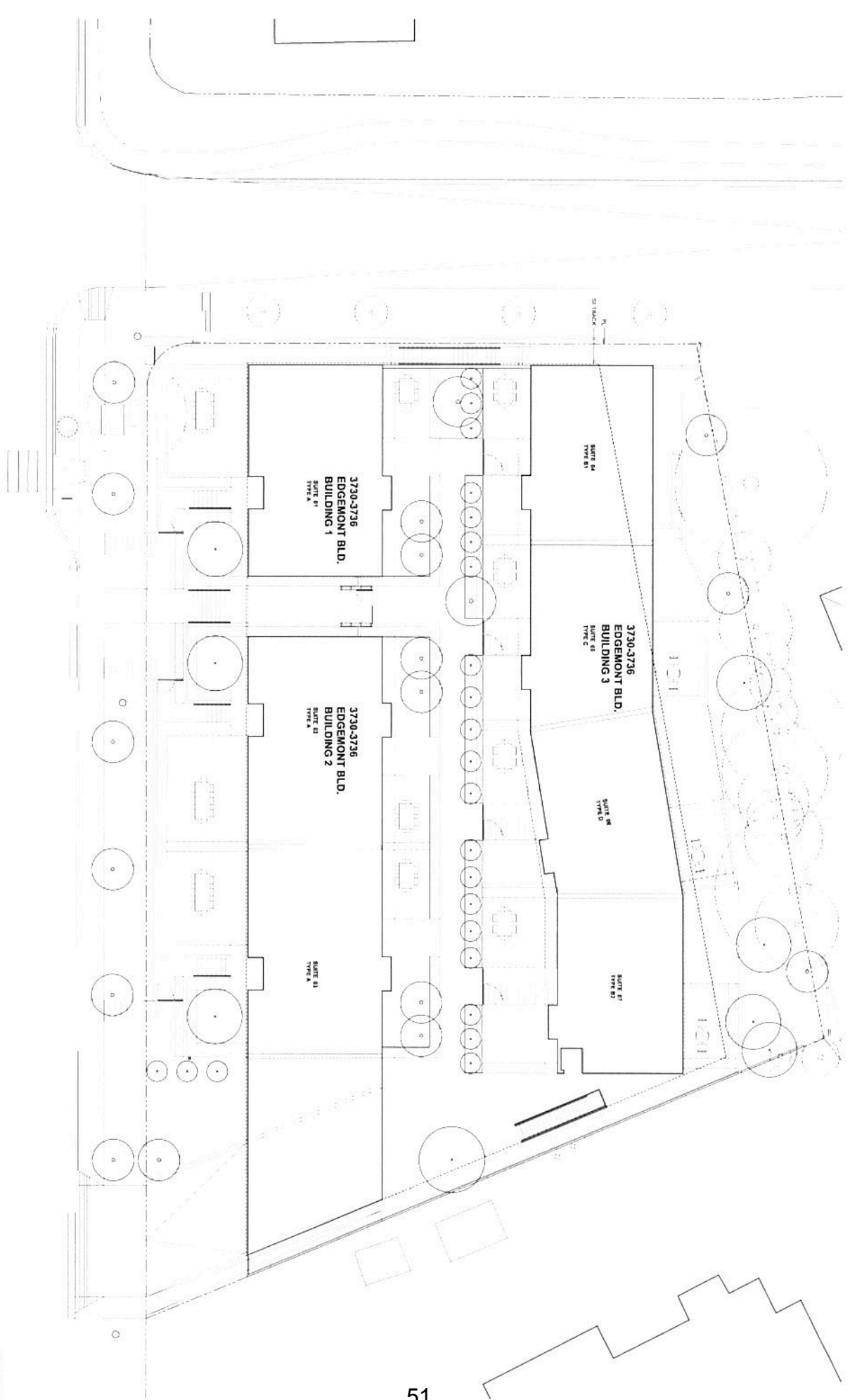
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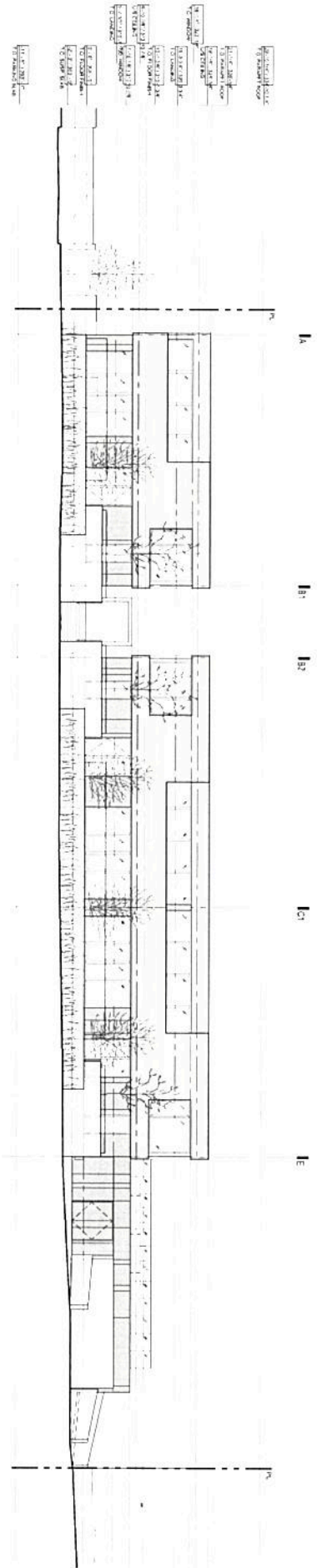
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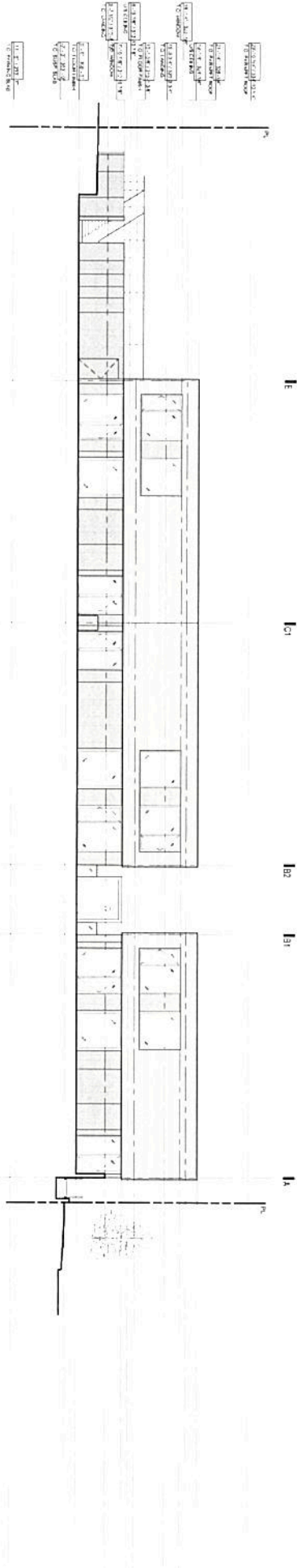
FORMA DESIGN INC.  
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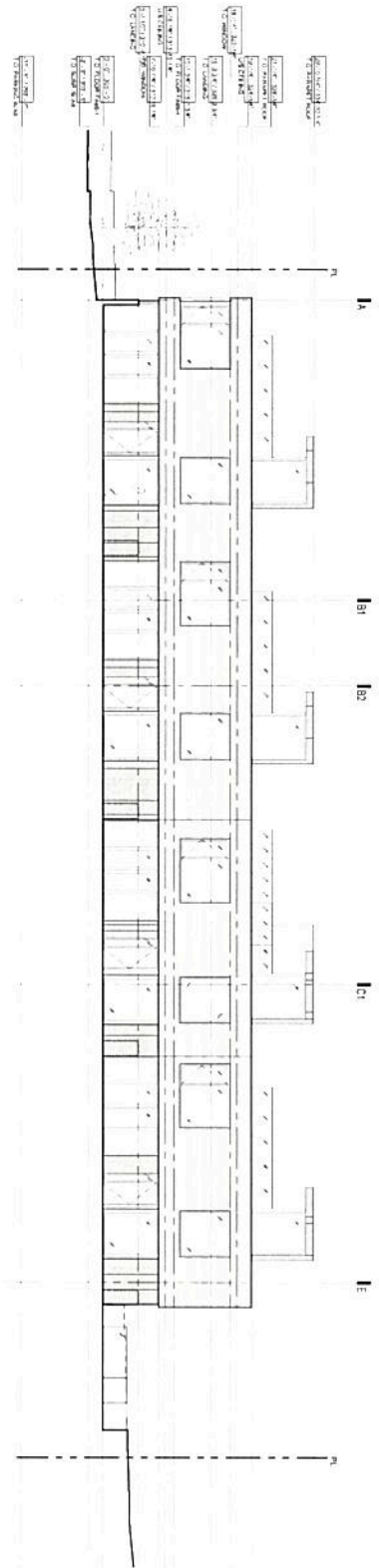


1 SOUTH ELEVATION - BUILDING 1 + 2

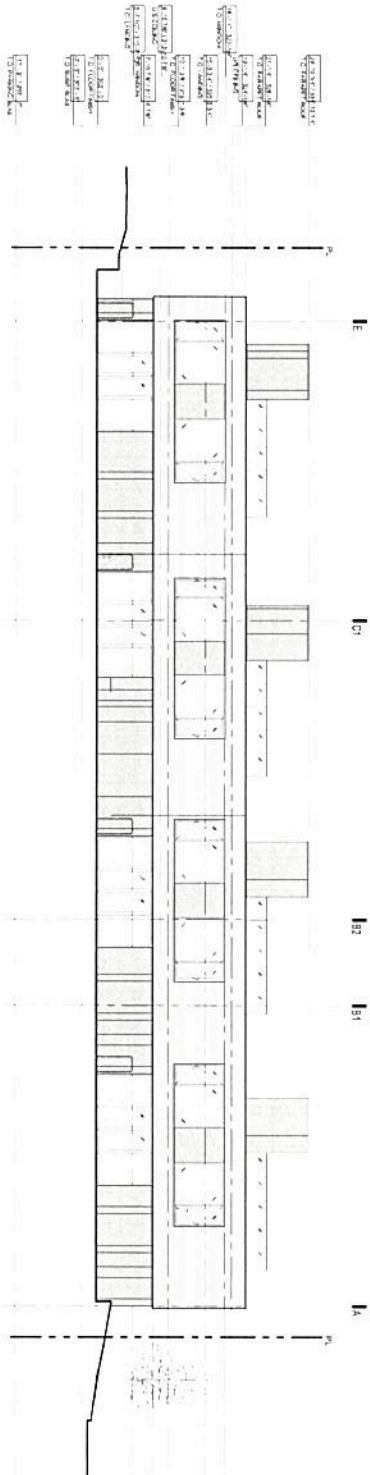


2 NORTH ELEVATION - BUILDING 2 + 1

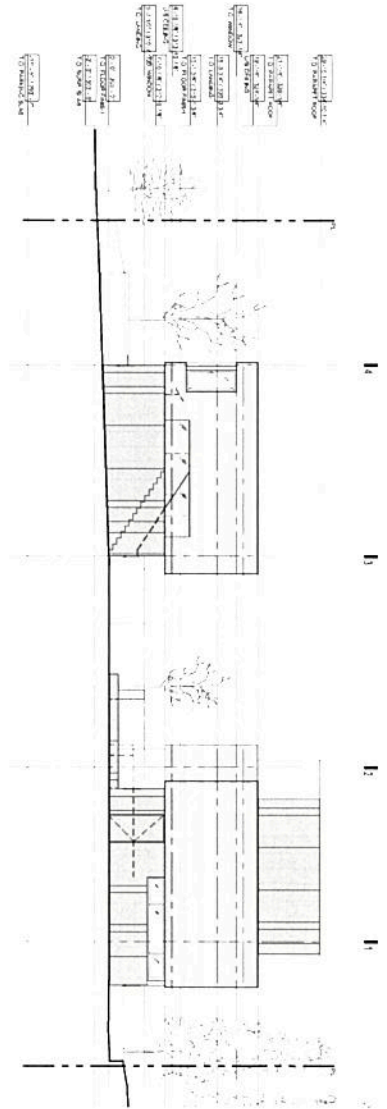




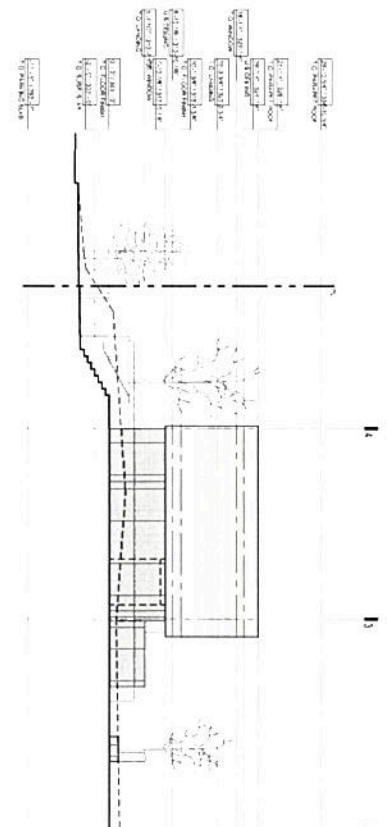
1 SOUTH ELEVATION - BUILDING 3



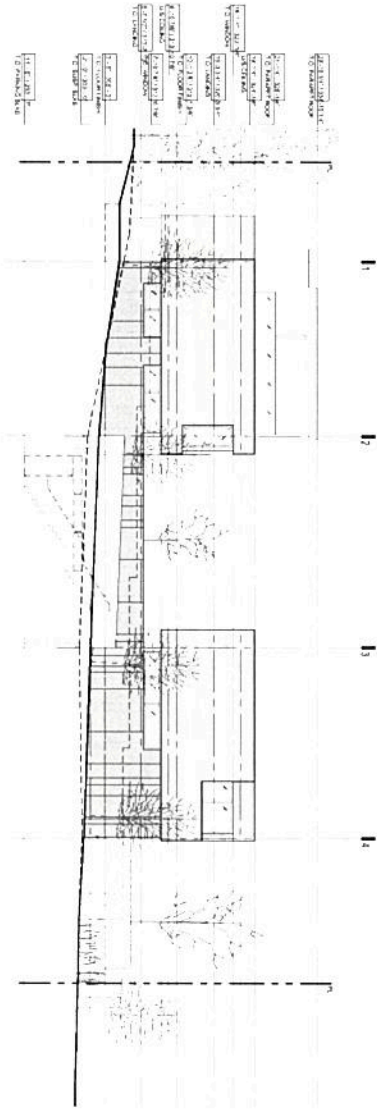
2 NORTH ELEVATION - BUILDING 3



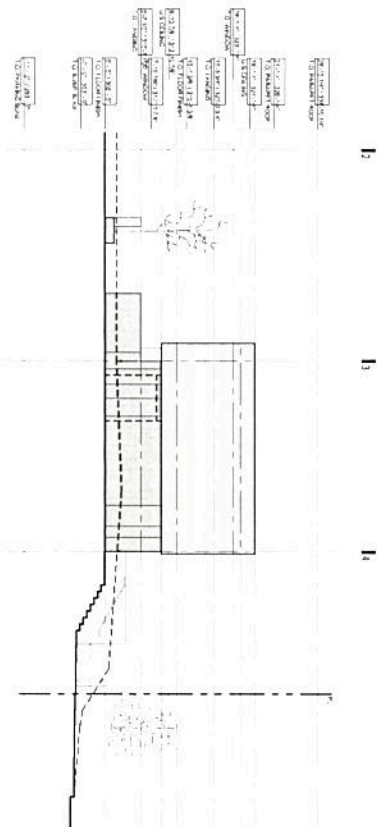
1 EAST ELEVATION - BUILDING 2 • 3



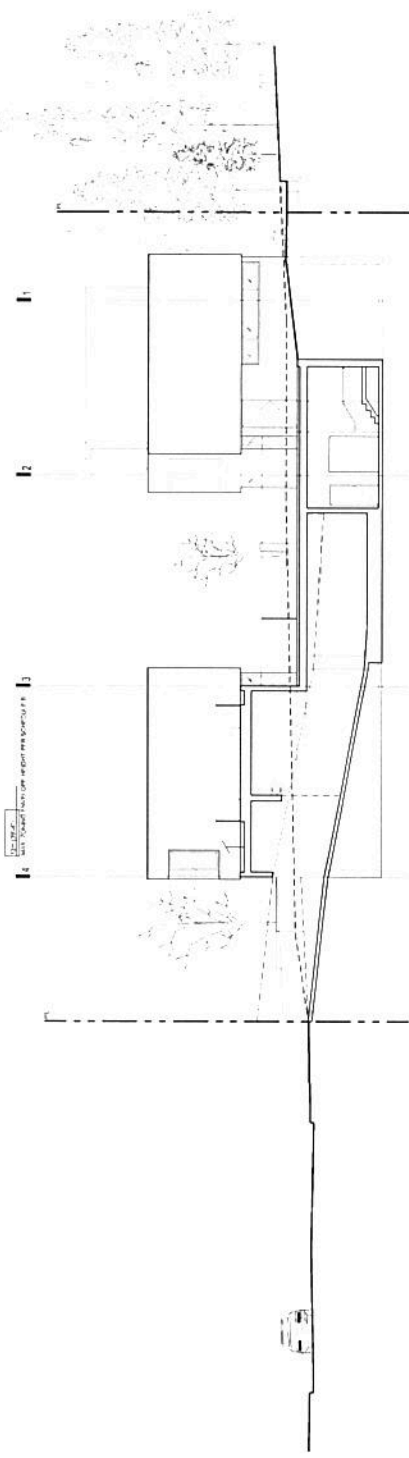
2 EAST ELEVATION - BUILDING 1



3 WEST ELEVATION - BUILDING 3 • 1

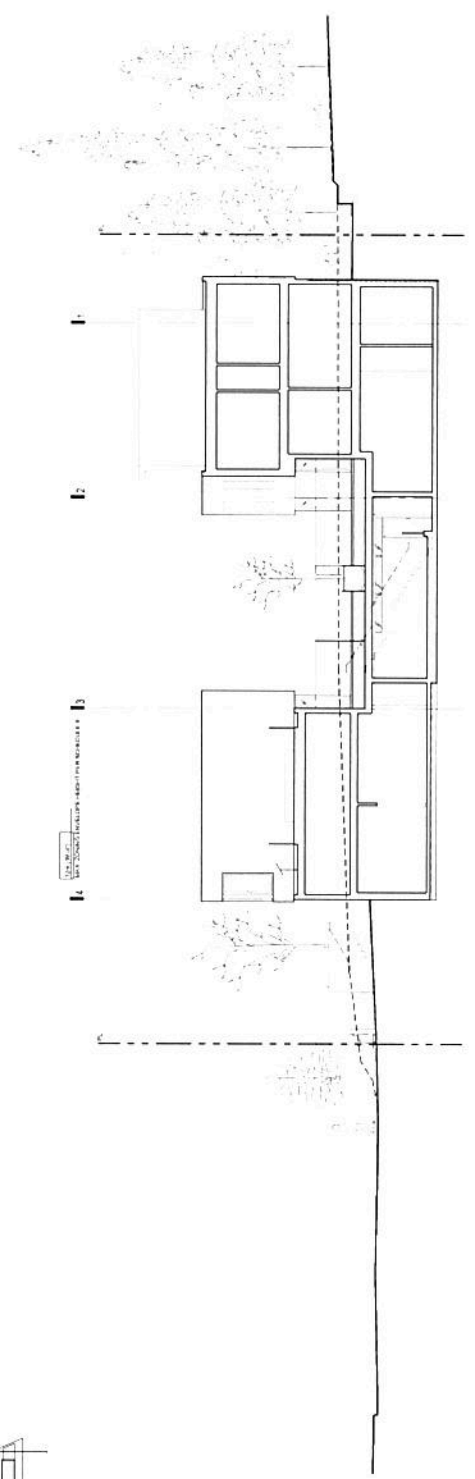


4 WEST ELEVATION - BUILDING 2



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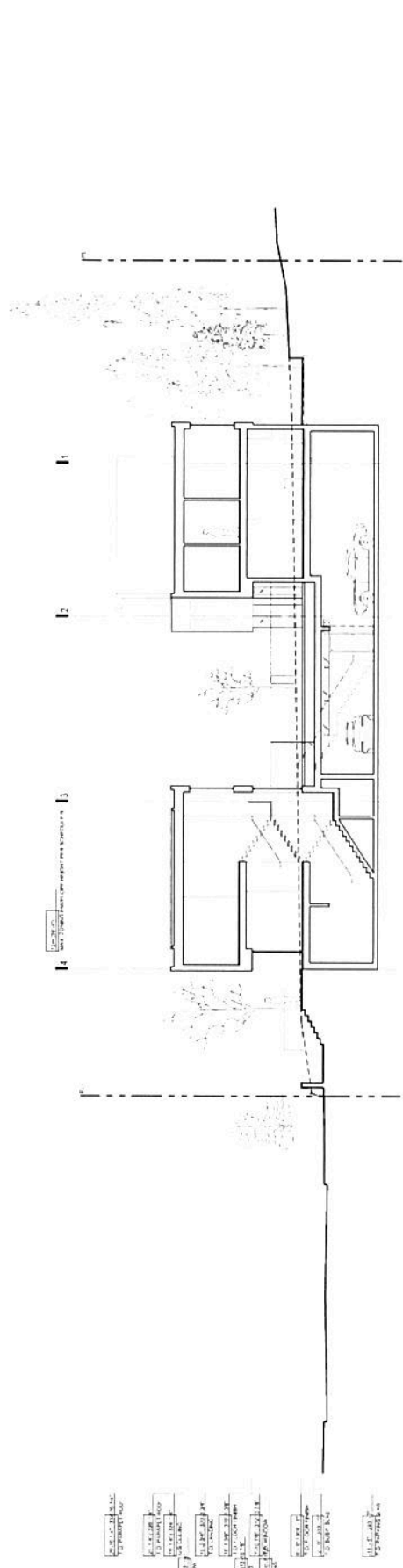
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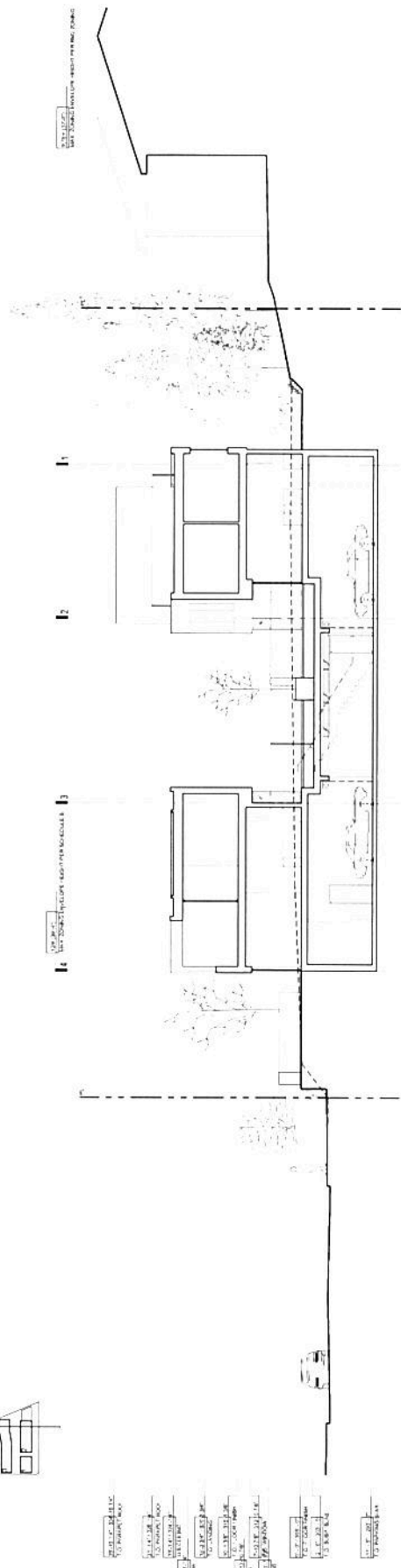
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**2 SECTION BB**

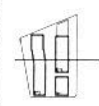




SECTION CC



SECTION DD







## Harbourview Homes Corp Project – 3730 Edgemont Blvd

### Public Information Meeting – December 9, 2014

#### Summary Notes

On December 9, 2014, Harbourview Homes Corp. hosted a Public Information Meeting at the Capilano Library in Edgemont Village, North Vancouver, regarding their proposed project at 3730 Edgemont Blvd. Approximately 31 members of the community were in attendance.

The meeting objectives were to:

- Provide an overview of the Harbourview Homes Corp. Project at 3730 Edgemont Blvd.
- Provide an opportunity for community input and comment on this project

#### Welcome and Project Presentation

Al Saunders, Partner at Harbourview Homes Corp., welcomed participants and introduced the project. Steve McFarlane of OMB provided an overview of the proposed site plan and building design and Bill Harrison of FORMA Design described the landscaping concept.

#### Question and Answer Session

Following the presentations, participants were invited to ask questions or offer comments on the project. The following questions, comments and issues were raised:

##### Questions of Clarification:

1. **Q1:** Surface water: On the north side of the property there is quite a lot of water near the surface; the site is quite soft, especially on the Edgemont Manor side. What is the plan to deal with that water?

**A1:** There is a comprehensive geotechnical report that will set out recommendations to deal with that. As we get into the technical resolution of the project, we'll be mindful of that. There may need to be a swale to take some of that water out. There will be 2 or 3 areas of catchment to deal with that water. We have a number of options available to us.

2. **Q2:** Solar panels: Where will the solar panels go?  
**A2:** Beside the urban agriculture area on the volume that houses the parking ramp. The idea is to generate power for the lights in the public open space and common areas of the project.
  
3. **Q3:** Deck access: Can you explain the decks, for the north and south units. How do you get up there?  
**A3:** Each home has multiple opportunities for outdoor living. At grade, a south facing outdoor terrace and a north facing outdoor terrace. For the south units, there is a south-facing deck off of the second floor. For the north units, there is a roof-top deck, serviced by stairs from each unit (proper stair access). They are high enough that they'll look over the south unit roof tops which will have green roofs (planted roof).
  
4. **Q4:** Rezoning: What is requiring this to be rezoned?  
**A4:** This application is both for a rezone and a development permit. This project requires a rezoning to comprehensive development from residential multi-family. This allows us to work closely with the project team to address setbacks, heights and other site specific issues. For example, the setbacks at the northwest corner are a little farther back because that portion is adjacent to a green space while there is more separation between the eastern portion of the proposed building and the existing Edgemont Manor building.
  
5. **Q5:** Overhangs for wet weather: It doesn't appear that there are overhangs for any outdoor space. Will this affect usability in the wet season?  
**A5:** There are overhangs for the north and southern suites of 30-36". For the roof decks, there is an overhang at the stairwell. Residents can supplement this with umbrellas or other furniture. For the southern suites, for the lower area there is a 2 foot cantilever to provide protection for the windows. On the second floor deck of the southern suites there is a 3 foot overhang.
  
6. **Q6:** Roof top decks: On the roof top decks on the back units, what would be the height of a person standing on that deck in relation to the bedroom windows directly across from the Manor?  
**A6:** There is considerable tree cover between the buildings. The density of tree cover is fairly dense and is mostly coniferous so it will be green year round.

7. **Q7:** Shadow studies. I couldn't see the times on the slides.  
**A7:** 10 am, noon and 2 pm

### **Comments and Feedback on the Project:**

8. **Comment:**

**Noise** – Concern about impact of noise from outdoor areas on adjacent residents of Edgemont Manor. For example if people are entertaining on the rear patios or roof top decks.

**Trees in between proposed buildings and Edgemont Manor** – I understand that they create a screen now, but how long will that screen be there in their current condition? They have been topped so I wonder how long they will live in order to provide that screen?

**Parking** – I see that there is space for 2 cars under each unit, but in the Manor residents often can't park in their allocated spots because they store other things there. They would then need to park on Edgemont Blvd. There is little to no parking available on Edgemont, especially during the busy season at Capilano Suspension Bridge which creates heavy parking pressure on Edgemont. I am concerned about this as a parking and traffic issue.

9. **Q8:** Timeline: It's a nice looking development and I'd like to buy something there. When do you expect to start construction and how long would that take?

**A8:** Expect all the permits to be in place next fall (2015) and then about a year in duration. So it will be at least 18-24 months for a finished product.

10. **Q9:** Floor space: I like the size of the units because it brings in families. But the building looks more like an office. It lacks the warmth I am looking for in a family home. Does the floor space that was quoted for the apartment units include the area below grade?

**A9:** The FSR calculation does not include anything below grade. The 0.75 is for anything that is above grade. The unit size floor space includes the floor space of every level.

11. **Comment:** Power poles: If you look at that drawing over there, it is beautiful, but there are power poles along Edgemont. It's not a true rendering of what is there unless you are planning to put power lines underground. The Edgemont Manor wiring is all underground.

**Response:** The other developments (Edgemont Seniors Living, Grosvenor Edgemont, Edgemont Manor) are all much bigger developments (60-100+ units) vs.

only 7 units here. While it would be highly desirable to underground these services, it is usually a matter of cost.

**12.Q10:** Large windows and water: I agree that the poles need to come out of there. It will be impractical to leave them there. I am also concerned about parking. I love how the buildings look with the modern architecture and I think it is in keeping with other styles in the community including the Manor. But I would like your perspective on the big windows that are unprotected. How are you proposing to protect the big windows only recessed by a couple of inches and the adjacent walls from water?

**A10:** We don't want the building to leak any more than you do. Our livelihood depends on delivering a product where that doesn't happen. We are using a rain screen technology that has a very high level of sophistication and will be addressed at a detailed level. Wherever there are openings and doors, we have generous coverage. With the window conditions we are using a sophisticated level of envelope detailing. Overhangs are a viable alternative. We will be giving this much consideration going forward. We will also engage a building envelope consultant. This gives us checks and balances to our detailing as well as another set of eyes during construction.

**13.Q11:** Pre-weathered steel: Is the pre-weathered steel sealed or does it continue to weather? Does it continue to rust and would it run-off into the ground?

**A11:** There are two approaches: it can be pre-weathered and sealed in the yard or it can be left to continue to weather. When it is left to weather, an alloy allows surface oxidation for awhile and then arrests or stops. If it is sealed it is smoother, and if it isn't it is rougher. An example can be seen at North Vancouver City Hall where we used this material. During the oxidation stage we need to be mindful of where the run-off will occur. The use of this material will extend into the landscape so those areas will be surrounded by pea gravel to prevent any staining.

**14.Q12:** Crosswalk: I love it. I think it looks beautiful. We live across the road on Edgemont. Where is the crosswalk going to line up and where is the street light going?

**A12:** The District is working on the sidewalk at the moment. A decision has not been made yet. We are also in consultation with BC Hydro about the street lights.

**Comment:** We would love to have the street light gone. We like the dark and private space at night.

**15.Comment:**

**Roof top decks:** I think it is great that the site is being redeveloped. But I have a couple of significant concerns. The major one is the roof top decks along the back. It will not be a benefit to the residents of the Manor behind. The shadow study shows that it will eliminate light from the kitchen/ family room areas of those Manor residences which is the only natural light to those units. By the time you put people up top on the roof decks with a wet bar and awnings, I wouldn't want that at all.

**Encroachment of easement:** I am also concerned about the encroachment on the easement at the driveway edge and the closeness to the driveway. It is broken up at the front, but there is a lot of visual bulk coming in to the Manor. Having a wall or building along the side – I'd have a concern about that. I think there are one too many units, but I know you need to make money. If there was one less unit, you could move things around a bit more.

**16. Comment:** Cross walk and storm drain: The location of the proposed crosswalk is at the same place as the storm drain.

**Response:** These are details that the engineering team is working through and will continue to work on.

**17. Comment:** Additional detailed drawings: I appreciate that it is early. It seems that the neighbours to the north and south would appreciate seeing additional drawings to give a little more detailed context. For example, if the steps up to the roof tops on the rear units don't line up with windows from the Manor units behind, then that will be helpful. It seems like things have been really thoughtfully considered, so it would be great to see how that lines up. You've talked a lot about respecting the entrance to the manner. It seems that there would be space to move the front 3 units over a bit to give a wider entrance to the driveway to Edgemont Manor. It seems like a lot of space for 3 little garden plots on the right.

**18. Q13:** Green roof maintenance: Regarding the roof gardens (green spaces), these provide a nice element relative to the roof patios at the back. Has the technology of maintaining and installing green roofs evolved such that drainage is secure and that maintenance won't become a substantial strata cost?

**A13:** The technology has advanced with living roofs. They are very light weight and shallow (4-6 inches), planted with sedums which are very low growing and light weight. The plants are grown in trays which can be replaced. You have to be able to get up to the roofs and they need to be inspected and maintained annually. This is a simplistic system that is employed for very good reasons. It also provides insulation so it helps with energy issues.

**19.Q14:** Sound-proofing: Six of the seven units have common walls. What additional work or consideration has been given to sound-proofing?

**A14:** They will be constructed as double walls with a high degree of separation.

**20.Q15:** Unit sizes: I didn't hear the size of the units.

**A15:** They are between 2400 to 2500 square feet for front units and 3000 to 3200 square feet for rear units. This includes the utility spaces downstairs but does not include the garage. It includes the heated spaces.

**21.Q16:** Heat source: What kind of heat are you using?

**A16:** We are expecting gas-fired radiant hot water (in-floor) with a heat recovery ventilation system, with individual boilers. We are also expecting gas-fired on-demand hot water.

**22. Comment:** If you consider what the alternatives could be developed here without any consultation or public hearing, there could probably be 4-6 units (main houses and carriage houses). This seems like a very modest upgrade.

## **Next Steps and Closing Comments**

Natasha Letchford, Community Planner with the DNV, outlined the next steps in this process. The next step for this project is for Council to receive First Reading, expected in February. This would be followed by a Public Hearing (probably in March) at which time residents are invited to come and speak to the project. Following the public hearing, second and third reading of the project will occur in the month or two following that (likely April or May).

Participants were reminded to submit comments via the written comment forms, email or fax to Natasha Letchford at the District of North Vancouver ([nletchford@dnv.org](mailto:nletchford@dnv.org)) by mid-January 2015.

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NORTH VANCOUVER DISTRICT

# PUBLIC HEARINGS

occurring consecutively in the order noted below

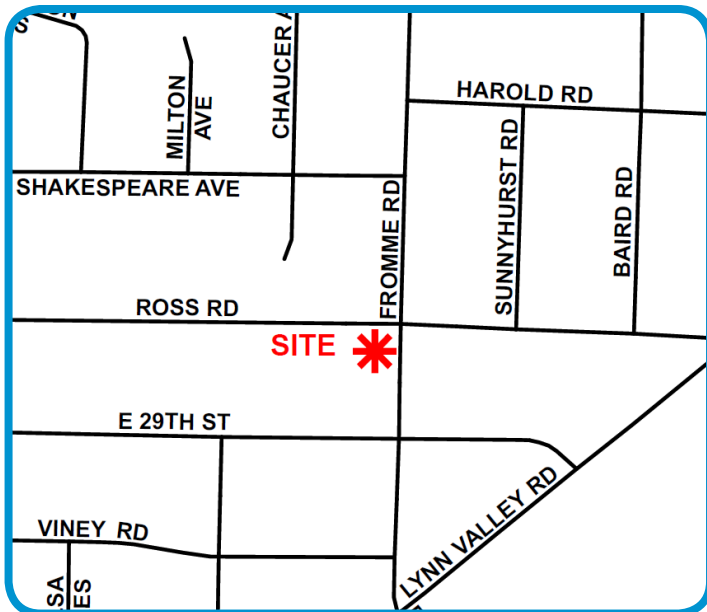
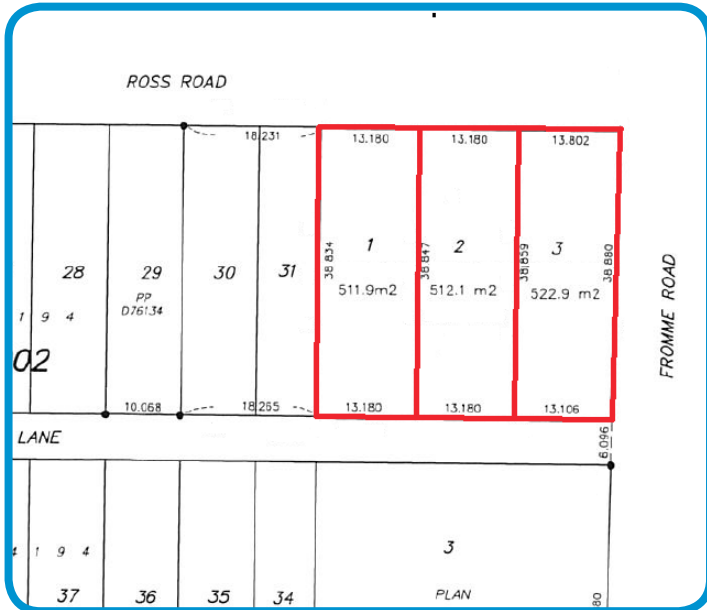
## Tuesday, July 21, 2015 at 7 pm

District Hall, 355 West Queens Road

### 2975 and 2991 Fromme Road

Three lot subdivision

**What:** A Public Hearing for a proposed amendment to the Zoning Bylaw to enable a three lot subdivision at 2975 and 2991 Fromme Road.



**What changes:** Bylaw 8135 proposes to amend the District's Zoning Bylaw by adding new special minimum lot sizes to the Subdivision Regulations to allow for the creation of three residential lots.

**Contact:** Erik Wilhelm, Community Planner, wilhelme@dnv.org or 604-990-2360.

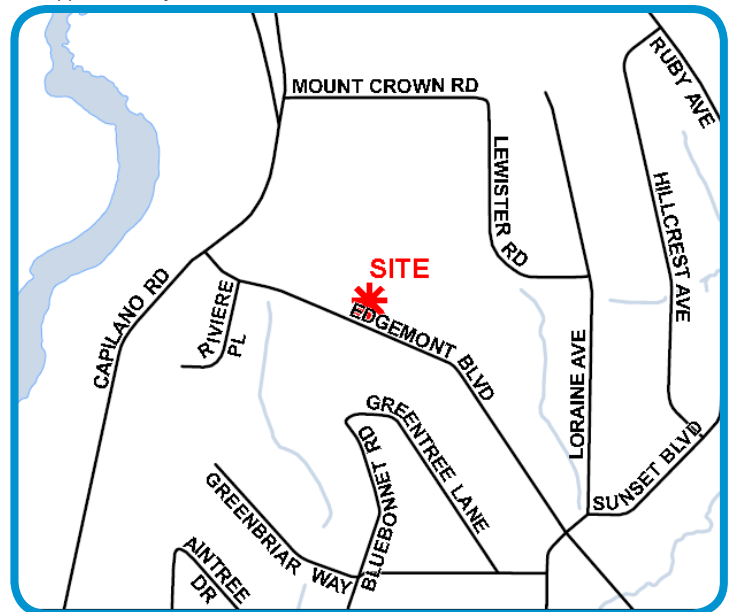
### 3730 - 3736 Edgemont Boulevard

Seven unit townhouse project

**What:** A Public Hearing for a proposed amendment to the Zoning Bylaw to enable the development of a 7 unit townhouse project.



\* Provided by applicant for illustrative purposes only. The actual development, if approved, may differ.



**What changes:** Bylaw 8126 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 85 (CD85) and rezone the subject lands from Multi-Family Residential Zone 1 (RM1) to CD85 to permit the development of a seven unit townhouse project.

**Contact:** Natasha Letchford, Community Planner, letchfordn@dnv.org or 604-990-2378.

**When can I speak?** **Tuesday, July 21, 2015 at 7 pm.** You can speak in person by signing up at the Hearings or you can provide a written submission to the Municipal Clerk at input@dnv.org, or by mail before the conclusion of the relevant Hearing.

**Need more info?** Relevant background material and the bylaws are available at the Municipal Clerk's Office or at [dnv.org/public\\_hearing](http://dnv.org/public_hearing). Office hours are Monday to Friday 8 am to 4:30 pm.



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