# AGENDA

PUBLIC HEARING

Tuesday, June 13, 2017 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

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#### PUBLIC HEARING

#### 7:00 p.m. Tuesday, June 13, 2017 Municipal Hall, Council Chambers 355 West Queens Road, North Vancouver

905-959 Premier Street 17 Unit Townhouse Project

#### 1. OPENING BY THE MAYOR

#### 2. INTRODUCTION OF BYLAW BY CLERK

#### The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)

#### Purpose of Bylaw:

Bylaw 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

#### 3. PRESENTATION BY STAFF

Presentation: Darren Veres, Development Planner

#### 4. PRESENTATION BY APPLICANT

Presentation: Integra Architecture

#### 5. REPRESENTATIONS FROM THE PUBLIC

#### 6. QUESTIONS FROM COUNCIL

#### 7. COUNCIL RESOLUTION

*Recommendation:* THAT the June 13, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" be returned to Council for further consideration.

#### 8. CLOSING

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## The Corporation of the District of North Vancouver

## Bylaw 8236

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 the "District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)".

## 2. Amendments

- 2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
  - a) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 102 CD102"

b) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B.

## "4B102 Comprehensive Development Zone 102CD 102

## The CD 102 zone is applied to:

905 Premier Street, LOT A BL 2 DL 612 PLAN 15462, PID: 007-637-781 923 Premier Street, LOT B BL 2 DL 612 PLAN 15462, PID: 007-637-811 939 Premier Street, LOT C BL 2 DL 612 PLAN 15462, PID: 007-637-837 959 Premier Street, LOT D BL 2 DL 612 PLAN 15642, PID: 007-637-861

## 4B 102-1 Intent

The purpose of the CD 102 Zone is to establish specific land use and development regulations for a seventeen-unit townhouse project.

## 4B 102- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 102 Zone:

## (a) Uses Permitted Without Conditions:

Not Applicable

## (b) Conditional Uses:

(i) Residential building, multiple-family townhouse

## 4B 102-3 Conditions of Use

(a) Balcony enclosures not permitted

## 4B 102-4 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, 1965

## 4B 102-5 Density

- (a) The maximum permitted density in the CD102 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 4 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 804.91 m<sup>2</sup> of individual parking garages (8,664.25 sq ft) in total on the lot and a maximum of 74.3 m<sup>2</sup> of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

## 4B 102-6 Amenities

(a) Despite subsection 4B102-5, density in the CD102 Zone is increased to a maximum floor space of 2,363.15m<sup>2</sup> (25,437 sq ft), inclusive of any density bonus for energy performance and a maximum of 17 units, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

 Contributes \$257,281 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

## 4B 102-7 Maximum Principal Building Size:

Not applicable

## 4B 102-8 Setbacks:

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

Setback	Buildings (Min Setback)
Front (east property line)	4.57m (15 ft) to the building face
Rear (west property line)	5.11m (16.75 ft) to the building face
Side (north)	2.44m (8 ft) to the building face
Side (south)	1.83m (6 ft) to the building face

b) Balconies and trellises are excluded from any setback requirements.

## 4B 102-9 Building Orientation:

Not applicable

## 4B 102-10 Building Depth and Width:

Not applicable

## 4B 102-11 Coverage:

- (a) Building Coverage shall not exceed 40%.
- (b) Site Coverage shall not exceed 82%.

## 4B 102-12 Height:

The maximum permitted height for each building is 10.7m (35 ft);

## 4B 102-13 Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

## 4B 102-14 Flood Construction Requirements:

No basement, or habitable floor space, other than garage and storage space, shall be constructed below the established flood construction levels as identified in a flood hazard report prepared by a qualified registered professional engineer.

## 4B 102-15 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

## 4B 102-16 Subdivision Requirements:

Not applicable

## 4B 102-17 Additional Accessory Structure Regulations:

Not applicable.

## 4B 102-18 Parking and Loading Regulations:

(a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and

- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."
- 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 Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 102 (CD 102).

**READ** a first time May 29<sup>th</sup>, 2017

PUBLIC HEARING held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1353 (Bylaw 8236)" as at Third Reading

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

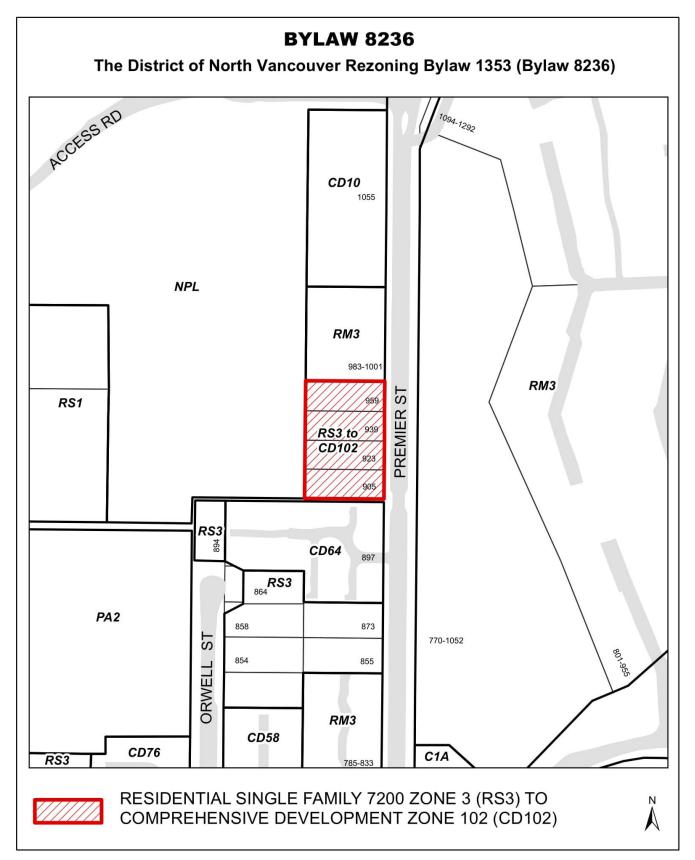
## ADOPTED

Mayor

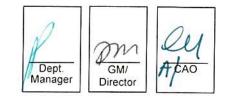
Municipal Clerk

Certified a true copy

Municipal Clerk



AGEND	A INFORM	NOITAN		
Regular Meeting	Date:	May	29	20
Workshop (open to public)	Date:	0		



## The District of North Vancouver REPORT TO COUNCIL

May 17, 2017 File: 08.3060.20/062. 16

AUTHOR Darren Veres, Development Planner

SUBJECT: BYLAWS 8236 AND 8237: REZONING AND HOUSING AGREEMENT FOR A 17 UNIT TOWNHOUSE PROJECT: 905 - 959 PREMIER STREET

#### RECOMMENDATIONS

THAT "District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8237, 2017 (905-959 Premier Street)" is given FIRST Reading;

AND THAT Bylaw 8236 be referred to a public hearing.

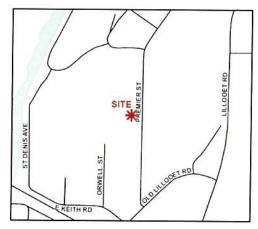
## REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8236 to rezone the subject properties; and
- Bylaw 8237 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

## SUMMARY:

The applicant proposes to redevelop four single-family lots located at 905 - 959 Premier Street for a 17-unit townhouse project. The proposal 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.



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## BACKGROUND:

#### Official Community Plan

The subject properties are designated as *Residential Level 3: Attached Residential* in the District Official Community Plan (OCP), which envisions ground-oriented multifamily housing up to approximately 0.8 FSR.

The proposed townhouse units are all three 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." It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).



The Lynnmour Inter-River Local Plan reference policy document designated this site as "Low Density Multi-Family Housing" up to 0.7 FSR. A plan goal of the Lynnmour Inter-River Local Plan reference policy document was "to support the primarily family orientation of the residential area, while ensuring any new development contributes directly to the overall improvement of the community".

The density of the proposal is 0.7 FSR with exclusions for parking, storage and balconies and therefore compliant with the Official Community Plan and the Lynnmour Inter-River Local Plan reference policy document. The Lynnmour Inter-River design guidelines support the proposed exemptions for storage areas and garages.

#### Zoning:

The subject properties are zoned Residential Single-Family 7200 Zone (RS3) and therefore require rezoning to permit this multi-family project. Bylaw 8236 proposes the establishment of a new Comprehensive Development Zone 102 (CD102) tailored specifically to this project.

#### **Development Permit**

The subject properties are located within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Protection from Natural Hazards (Creek Hazard).

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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 8237 is provided to implement that Policy.

## Housing Affordability and Diversity

In accordance with the Rental and Affordable Housing Strategy, this application is meeting goal number one of expanding the supply and diversity of housing through the provision of family oriented townhouse units which are in high demand and short supply in the District. These town homes offer ground oriented family alternatives to single detached home ownership and will be attractive to young couples who are part of the District's "missing generation." The Strata Rental Protection Policy will be applied through a Housing Agreement to ensure that no restrictions are placed on strata rentals. Community amenity contributions from the site can be used toward the District's affordable housing goals.

## ANALYSIS

## The Site and Surrounding Area:

The site consists of four single-family lots on the west side of Premier Street. Adjacent properties consist of townhouses to the north, east and south, and Inter River Park to the west. The OCP designates the surrounding multifamily properties as Residential Level 3: Attached Residential and Residential Level 4: Transitional Residential.



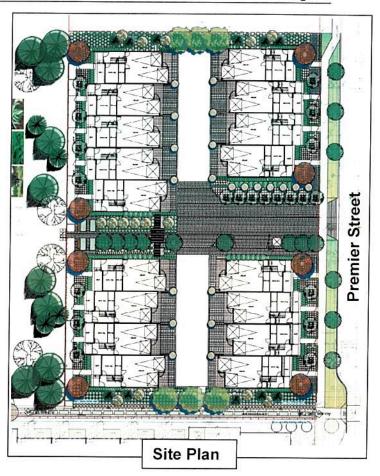
May 17, 2017

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## **Project Description:**

#### Site Plan/Building Description:

The project consists of 17 townhouses in four buildings. Two buildings front Premier Street while the other two face Inter River Park. A landscaped walkway connecting Premier St with Inter River Park is located at the south end of the site. The townhouses are each three storeys with their own ground level parking garage. The garages are accessed off a driveway from Premier Street. All the units have 3 bedrooms on the upper level and range in size from 104m<sup>2</sup> (1,129 sq ft) to 114m<sup>2</sup> (1,232 sq ft), excluding the garages and 9 m<sup>2</sup> (100 sq. ft) of storage. The individual buildings are approximately 10.7m (35 ft) in height. Renderings of the project are below.







Document: 3151570

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Inter-River Park Frontage (looking east from park)

## Inter-River Sub-Area Transportation Study

This application was reviewed in context with Transportation Planning's Inter-River Sub-Area Transportation Study, provided to Council in September, 2016. This study, which involved local stakeholders and residents, determined locations for future road circulation improvements and pedestrian connections. This project is dedicating 1.1 m at the south portion of the site to achieve the enhanced pedestrian connection to Inter River Park (Digger Park) which is envisioned in the study.

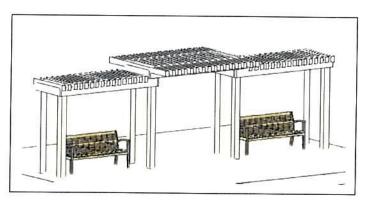
## Parking

Vehicle access to the site is off Premier Street between the two front buildings and the proposal includes 35 parking stalls. Each of the units has a two-car garage and some driveways will accommodate visitor parking. One dedicated visitor space is provided along the south side of the driveway. All of the parking spaces including the visitor space are standard car spaces.

## Landscaping

The landscaping is included at the perimeter of the site along the Premier Street frontage and on the interior drive aisles. Landscaping is also proposed along the pedestrian path at the south end of the property. This path provides public access to Inter River Park (Digger Park) from Premier Street.

A central feature of the landscape plan is a sitting and gathering area located between the two buildings on the west side of the property. This area includes benches, raised planters, an arbour, and a variety of trees and plantings creating a space for the residents to sit while overlooking the Inter River Park. A 1.3 m (4 ft) high wood fence is proposed along the western property line with a central gateway opening on to the park.



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#### Trees

Twenty-nine onsite trees have been identified for removal to accommodate the proposed development. In addition, two hazardous District-owned Black Cottonwoods located in Inter River Park just outside the western boundary of the property have also been proposed for removal. In place of these trees, the applicant is planting 18 trees (including 10 Western Red Cedars) in the park just outside the western property line and 81 onsite trees. The onsite trees are a combination of deciduous and coniferous.

#### Engineering

The off-site engineering works include the installation of a new side walk, street lighting, a speed hump, and improvements to the sanitary network. The works also propose to install lighting bollards along the existing pedestrian pathway to the south of the site to improve visibility at night time.

The site is located within a Development Permit area for Creek Hazard and the applicant has submitted a report from Northwest Hydraulic Consultants that states that all habitable areas are set above the required flood construction level.

#### Acoustic Regulations

Bylaw 8138 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant confirming the building design will enable these standards to be met. The Section Manager of Public Safety has reviewed and accepted the report.

#### Accessible Design

The applicant is proposing to provide basic design features to facilitate building access and usability for people of all ages and abilities, and enhanced features, where appropriate to facilitate ageing in place and support people with mobility and sensory impairments.

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 8236, and Housing Agreement Bylaw 8237, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8236 (Attachment B) rezones the subject properties from Single Family Residential 7200 Zone (RS3) to a new Comprehensive Development 102 Zone (CD102) which:

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- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 0.7 subject to payment of a \$257,281 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8237, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

A contribution of \$48,732.42 will be required to the dyke infrastructure fund for future maintenance of the flood works installed in the Inter-River area. This contribution will be collected prior to adoption of Bylaw 8236. DNV DCCs are estimated at \$284,589.

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

- a housing agreement to ensure that owners are not prevented from renting their units;
- a green building, accessible and acoustical covenant;
- a stormwater management covenant;
- a covenant to ensure that the project is built in accordance with the flood report;
- an engineering servicing agreement (including construction management plan); and
- a consolidation plan with road dedication.

## 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 \$257,281 has been calculated and this amount is included in the proposed CD102 Zone. It is anticipated that the CACs from this development will include contributions toward public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility 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 be required to meet a target equivalent to the "Gold" standard.

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## 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 (ADP) on February 9, 2017 and the panel recommended approval of the project subject to the review of the following items:

- further develop gathering area to provide more flexibility and better social interaction;
- Provide an internal connection between the courtyard and the pedestrian pathway;
- Provide wayfinding and unit identification; and
- Consider variation to garage door design to avoid repetition.

The applicant has provided the following revisions in response to the ADP's comments:

- Hardscaping around the arbour and entry/exit to the park, has been increased to accommodate additional space for gathering and improved social interaction;
- Exterior personnel doors in the garages have been revised to swing outwards to ensure their continuous functional use;
- New pedestrian connection to the southern pathway has been developed;
- · Wayfinding sign with map has been added; and
- Garage door design has been refined to differentiate the units.

## PUBLIC INPUT:

## Public Information Meeting

The applicant held a facilitated Public Information Meeting on March 1, 2017. The meeting was attended by 10 residents. Written input has been provided by three neighbours. Input includes managing construction traffic, on-street parking and the need for visitor parking in this project. In addition lighting along the pedestrian pathway and onsite storage for garbage/recycling was noted.

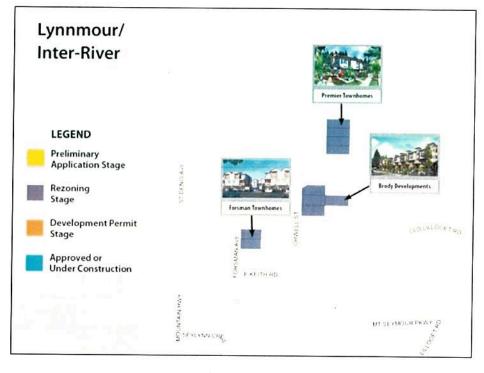
The proposal has been revised to include lighting bollards along the pedestrian pathway to the south and garbage / recycling storage space inside the garages of each unit. Onsite parking complies with Part 10 of the zoning bylaw and the addition of an onsite visitor parking stall has been secured in the CD102 bylaw. The development covenant will require the construction traffic management plan in accordance with the direction of the District's construction traffic management office.

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## CONSTRUCTION MANAGEMENT PLAN:

This neighbourhood currently has three townhouse applications being processed. In order to reduce the development's impact on pedestrian and vehicular movements, the developer will be required to provide a construction traffic management plan as a condition of the development covenant and Development Permit. The Construction Management plan must minimize construction impacts on pedestrian and vehicle movement. 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. Coordinate with other construction projects in the area;
- 2. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
- 3. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
- 4. Provide a point of contact for all calls and concerns;
- 5. Provide a sequence and schedule of construction activities;
- 6. Ascertain a location for truck marshalling and trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
- 7. Develop a plan for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
- 8. Address silt/dust control and clean-up;
- 9. Provide a plan for litter clean-up and street sweeping adjacent to the site; and
- 10. Include a communication plan to notify surrounding school and residents.

Particular attention will be paid to maintaining vehicle access to properties located north of this site along Premier Street considering this road does not provide through access.

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## CONCLUSION:

This project is consistent with the directions established in the OCP and the Lynnmour Inter-River Local Plan. 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.

#### Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8236 and 8237 and refer Bylaw 8236 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8236 and 8237 at First Reading.

Darren Veres Development Planner

A - Reduced project plans

B – Bylaw 8236

C – Bylaw 8237

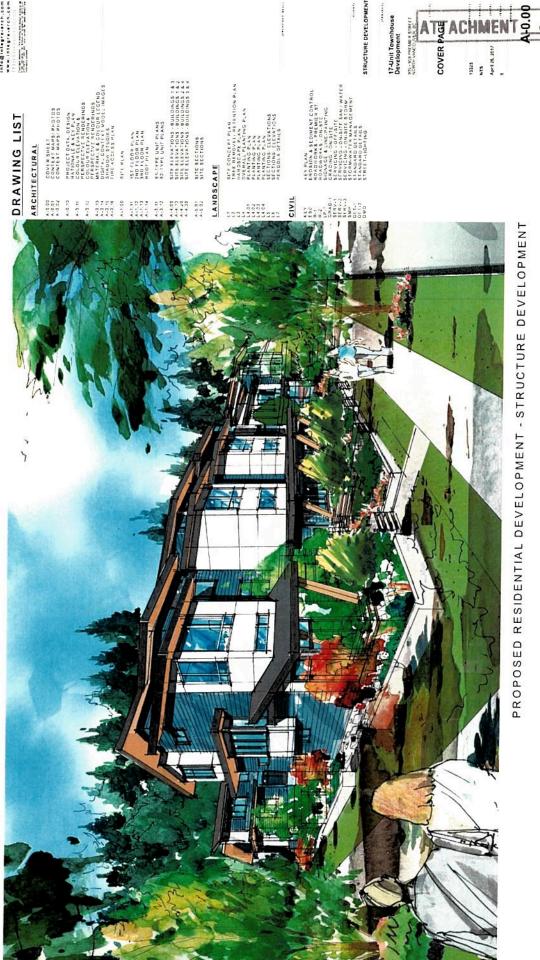
	<b>REVIEWED WITH:</b>	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	General Finance	S Health
Engineering Operations	Fire Services	RCMP
Parks & Environment		Recreation Com.
Economic Development	Solicitor	D Museum & Arch.
Human resources		Other:



REZONING & DETAILED DP Update - April 26, 2017



416 WEST PENDER STREET VANCOUVER, BC VEB 175 T EALEM 429 F FOLER 4279 Info@integraatch.com The second second second INTEGRA ARCHITECTURE IN



21

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PATHWAY TO PARK

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INTERNAL COURTYARD PERSPECTIVE (BUILDING 4)

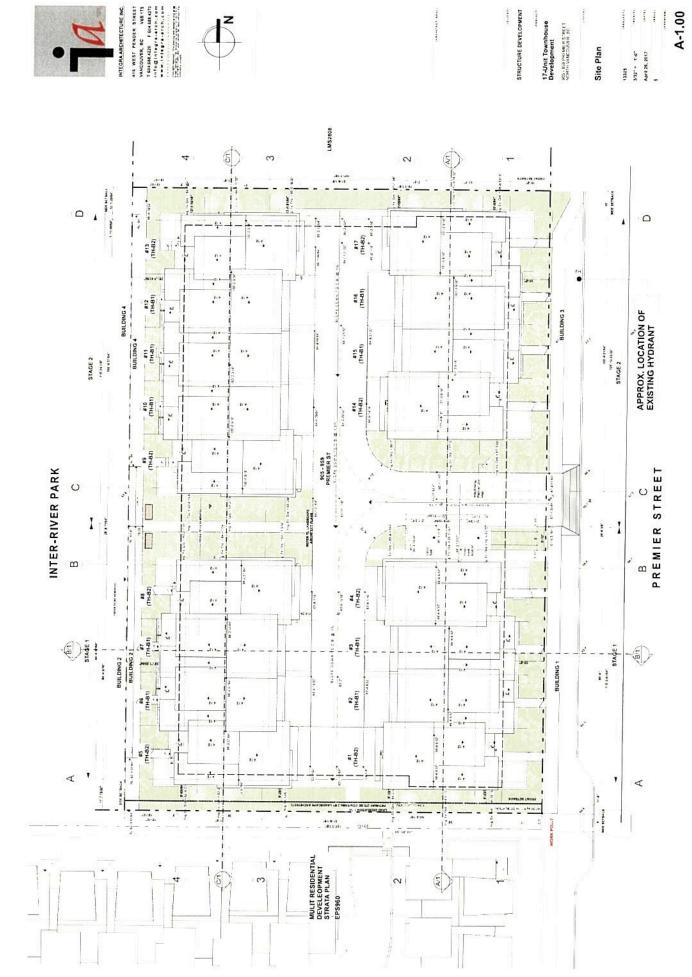
PPICAL ELEVATION

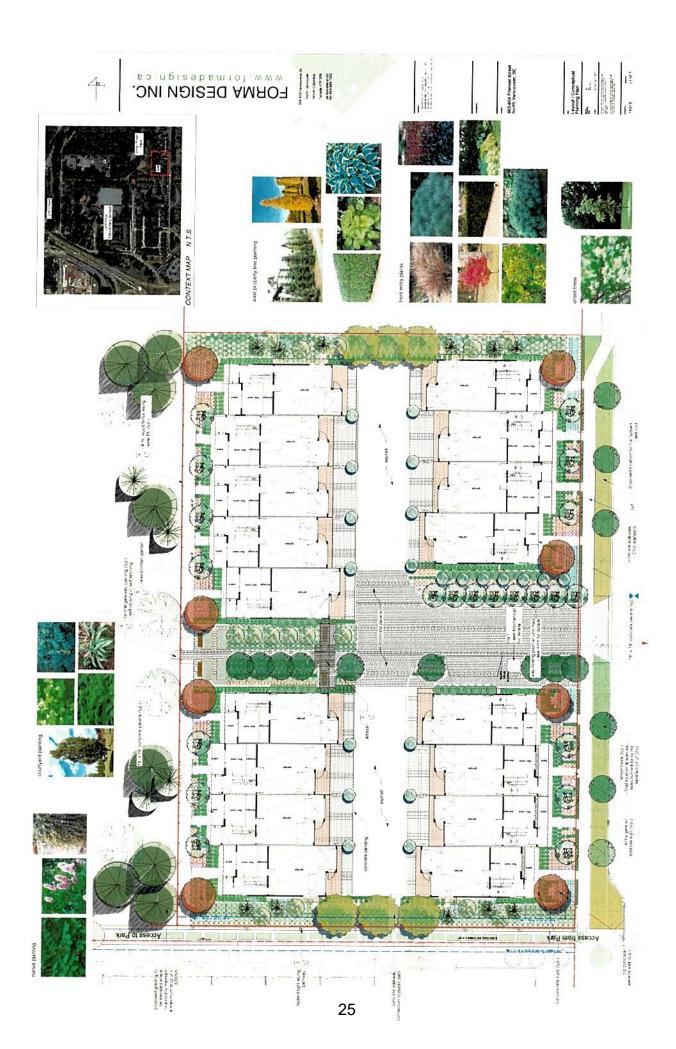
839 PREMIER STREET (DEVELOPMENT TO SOUTH) VIGNETTE ELEVATION



INTER RIVER PARK (WEST) ELEVATION (BUILDINGS 2 & 4)

A-0.12





## The Corporation of the District of North Vancouver

## Bylaw 8236

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

Setback	Buildings (Min Setback)
Front (east property line)	4.57m (15 ft) to the building face
Rear (west property line)	5.11m (16.75 ft) to the building face
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Side (south)	1.83m (6 ft) to the building face

b) Balconies and trellises are excluded from any setback requirements.

#### 4B 102-9 Building Orientation:

Not applicable

## 4B 102-10 Building Depth and Width:

Not applicable

#### 4B 102-11 Coverage:

- (a) Building Coverage shall not exceed 40%.
- (b) Site Coverage shall not exceed 82%.

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The maximum permitted height for each building is 10.7m (35 ft);

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Kitchen, Bathrooms and Hallways	45

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## 4B 102-15 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

## 4B 102-16 Subdivision Requirements:

Not applicable

## 4B 102-17 Additional Accessory Structure Regulations:

Not applicable.

## 4B 102-18 Parking and Loading Regulations:

(a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and

- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."
  - 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 Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 102 (CD 102).

READ a first time May 29, 2017

PUBLIC HEARING held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1353 (Bylaw 8236)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

**Municipal Clerk** 



## The Corporation of the District of North Vancouver

## Bylaw 8237

#### A bylaw to enter into a Housing Agreement

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 8237, 2017 (905-959 Premier Street)".

#### 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 Park Side Edge Developments Ltd., Inc. No. BC0999688 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
  - a) PID: 007-637-781 LOT A BL 2 DL 612 PLAN 15462
  - b) PID: 007-637-811 LOT B BL 2 DL 612 PLAN 15462
  - c) PID: 007-637-837 LOT C BL 2 DL 612 PLAN 15462
  - d) PID: 007-637-861 LOT D BL 2 DL 612 PLAN 15642

#### 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 May 29, 2017

READ a second time

**READ** a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

.

## Schedule A to Bylaw 8237

#### SECTION 219 COVENANT - HOUSING AGREEMENT

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

BETWEEN:

**PARK SIDE EDGE DEVELOPMENTS LTD.** (Inc. No. BC0999688), a company incorporated under the laws of the Province of British Columbia having an office at 1015 15<sup>th</sup> Avenue East, Vancouver, BC V5T 2S4

(the "Developer")

#### AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- 1. The Developer is the registered owner of the Lands (as hereinafter defined);
- 2. The Developer 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;
- 3. Section 483 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. 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 Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 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 Developer 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) "Owner" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) *"Proposed Development"* means the proposed development containing not more than 17 units to be constructed on the Lands in accordance with the Development Permit;
- (e) "Short Term Rentals" means any rental of a Unit for any period less than 30 days;
- (f) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act;*
- (g) "Unit" means a residential dwelling strata unit in the Proposed Development; and
- (h) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

#### 2. <u>TERM</u>

This Agreement will commence upon adoption by District Council of Bylaw 8237 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 in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; 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. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

#### 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, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

#### 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 (other than Short Term Rentals) 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 (other than Short Term Rentals).

#### 3.06 <u>Vote</u>

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 or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

#### 3.07 <u>Notice</u>

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.* 

#### 3.08 <u>Release of Covenant</u> [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before [*date*], the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

#### 4. DEFAULT AND REMEDIES

#### 4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of 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 <u>Costs</u>

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 <u>No Penalty or Forfeiture</u>

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 <u>Cumulative Remedies</u>

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. <u>LIABILITY</u>

#### 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 <u>Release</u>

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 <u>Survival</u>

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 of any Unit 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 <u>Release</u>

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 483 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 <u>Waiver</u>

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 <u>Time</u>

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 <u>Notices</u>

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 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

If to the Owner:

Park Side Edge Developments Ltd. 1015 15th Avenue East Vancouver, BC V5T 2S4

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 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 <u>References</u>

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 <u>No Limitation</u>

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 8237.

#### 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.

#### **GRANT OF PRIORITY**

WHEREAS CANADIAN WESTERN BANK (the "Chargeholder") is the holder of the following charges which are registered in the Land Title Office:

- (a) Mortgage CA4957792; and
- (b) Assignment of Rents CA4957793 (together, the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

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# **PUBLIC HEARINGS**

# Tuesday, June 13, 2017, at 7 pm

District of North Vancouver Municipal Hall 355 West Queens Road, North Vancouver, BC

Two public hearings will occur consecutively in the order noted below.

## 1502-1546 Oxford Street

180 Bed Seniors Care Centre

## What:

A Public Hearing for Bylaws 8240 and 8241, proposed amendments to the Official Community Plan and Zoning Bylaw, to permit the development of a six-storey 180 bed seniors residential care centre.

## What changes?

Bylaw 8240 proposes to amend the OCP land use designation of eight properties from Residential Level 5: Low Density Apartment (RES5) to Institutional. Bylaw 8241 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 105 (CD105) and rezone the subject site from Single-Family Residential 6000 Zone (RS4) to CD105 and to Neighbourhood Park Zone (NP). The CD105 Zone addresses use, density, height, setbacks, site coverage, landscaping and storm water management and parking, loading and servicing regulations.

#### Who can I speak to?

Casey Peters, Development Planner, at 604-990-2388 or petersc@dnv.org



Proposed\*



## 905-959 Premier Street 17 Unit Townhouse Project

## What:

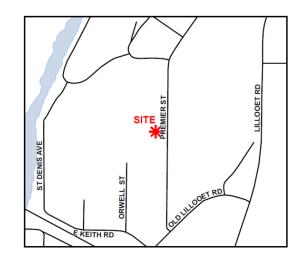
A Public Hearing for Bylaw 8236, a proposed amendment to the Zoning Bylaw, to permit the development of a 17 unit townhouse project.

## What changes?

Bylaw 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

#### Who can I speak to?

Darren Veres, Development Planner, at 604-990-2487 or veresd@dnv.org



Proposed\*



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

## How can I provide input?

We welcome your input Tuesday, June 13, 2017, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at <u>input@dnv.org</u> or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

## Need more info?

Relevant background material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public\_hearing from May 30 to June 13. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.





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