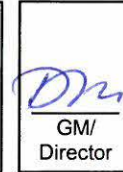
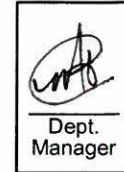


AGENDA INFORMATION

☒ Regular Meeting
☐ Other:

Date: JAN. 11, 2021
Date: _____



The District of North Vancouver REPORT TO COUNCIL

December 10, 2020
File: 08.3060.20/083.18

AUTHOR: Casey Peters, Senior Development Planner

SUBJECT: Bylaws 8455, 8456, 8457, and 8458: Rental Housing Project at 220 Mountain Highway, 1515-1555 Oxford Street

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)" is given SECOND and THIRD Readings;

AND THAT "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)" is given SECOND and THIRD Readings;

AND THAT "Mountain Highway Development Cost Charge Waiver Bylaw 8457, 2020" is given SECOND and THIRD Readings;

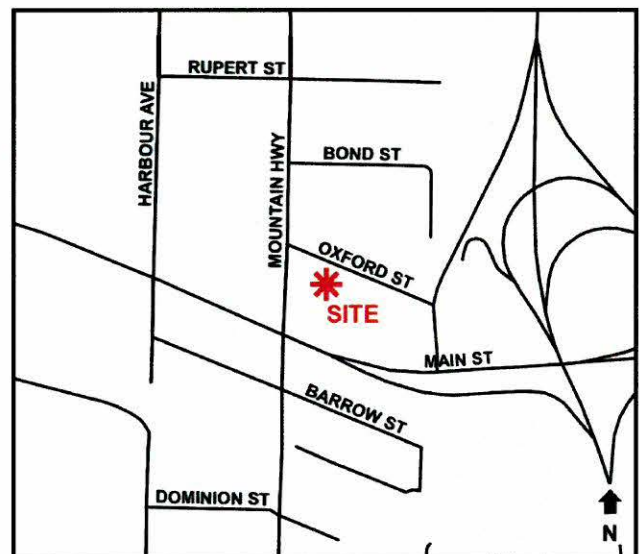
AND THAT "Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8455, 8456, 8457, and 8458 received First Reading on November 2, 2020 and a Public Hearing was held and closed on December 8, 2020. The bylaws are now ready to be considered for Second and Third Readings by Council.

REASON FOR REPORT:

Housing Agreement Bylaw 8458, which authorizes a housing agreement to secure the 134 market rental units and 6 non-market rental units in perpetuity, requires the insertion of "Schedule A" to the Agreement to identify the location of the non-market rental units.



**SUBJECT: Bylaws 8455, 8456, 8457, and 8458: 220 Mountain Highway, 1515-1555
Oxford Street - Second and Third Readings**

December 10, 2020

Page 2

CONCLUSION:

Bylaws 8455, 8456, 8457, and 8458 are now ready to be considered by Council for Second and Third Readings.

OPTIONS:

1. Give Second and Third Reading to Bylaws 8455, 8456, 8457, and 8458; (staff recommendation);
2. Give no further Readings to the bylaws and abandon Bylaws 8455, 8456, 8457, and 8458 at First Reading; or
3. Debate possible amendments to the bylaws at Second Reading and return Bylaws 8455 and 8456 to a new Public Hearing if required.

Respectfully submitted,



Casey Peters
Senior Development Planner

Attachments:

1. District of North Vancouver Official Community Plan, Amendment 41 (Bylaw 8455)
2. District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)
3. District of North Vancouver Development Cost Charge Bylaw (Bylaw 8457)
4. District of North Vancouver Housing Agreement Bylaw (Bylaw 8458)
5. Public Hearing Minutes – December 8, 2020
6. Staff Report – dated October 14, 2020

**SUBJECT: Bylaws 8455, 8456, 8457, and 8458: 220 Mountain Highway, 1515-1555
Oxford Street - Second and Third Readings**

December 10, 2020

Page 3

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

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The Corporation of the District of North Vancouver

Bylaw 8455

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

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

Citation

1. This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)".

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 6: Medium Density Apartment" (RES6) to "Commercial Residential Mixed-Use Level 3" (CRMU3)

READ a first time November 2nd by a majority of all Council members.

PUBLIC HEARING held December 8th, 2020

READ a second time by a majority of all Council members.

READ a third time by a majority of all Council members.

ADOPTED by a majority of all Council members.

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8455

**District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8455, 2020 (Amendment 41)**



Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 6: Medium Density Apartment" (RES6) to "Commercial Residential Mixed Use Level 3" (CRMU3)



The Corporation of the District of North Vancouver**Bylaw 8456**

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)".

2. Amendments

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

- (a) Part 2A, Definitions is amended by adding CD130 to the list of zones that Part 2A applies to.
- (b) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 130 CD130"
- (c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

"4B130 Comprehensive Development Zone 130 CD130

The CD130 zone is applied to:

- i) Lot A Except: Part Dedicated Road on Plan BCP17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);
- ii) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
- iii) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
- iv) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
- v) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
- vi) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
- vii) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

4B 130 – 1 Intent

The purpose of the CD 130 Zone is to permit a medium-density rental residential development.

4B 130 – 2 Permitted Uses

The following *principal* uses shall be permitted in the CD 130 Zone:

a) Uses Permitted Without Conditions:

Not applicable

b) Conditional Uses:

Residential use

4B 130 – 3 Conditions of Use

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

(i) Each dwelling unit has access to private or semi-private outdoor space with the exception of the ground floor units on the east elevation; and

(ii) Balcony and deck enclosures are not permitted.

4B 130 – 4 Accessory Use

a) *Accessory uses* customarily ancillary to the principal uses are permitted.

b) *Home occupations* are permitted in *residential* units.

4B 130 – 5 Density

a) The maximum permitted density is 1,382.7m² (14,883.3 sq. ft.) and 7 residential units.

b) For the purpose of calculating *gross floor area* the following are exempted:

i. Any floor areas below finished grade;

ii. Amenity space(s) to a maximum of 185m² (1,991 sq. ft.);

iii. Mechanical and electrical rooms up to a maximum of 130m² (1,399 sq. ft.);

- iv. Garbage room(s) up to a maximum of 55m² (592 sq. ft.);
 - v. At-grade parking including that which is covered by building above and open on at least one side; and
 - vi. The area of balconies and covered patios.
- c) For the purposes of calculating FSR the lot area is deemed to be 3,072.6 m² (33,073 sq. ft.) being the site size at the time of rezoning.
- d) Balcony and deck enclosures are not permitted

4B 130 – 6 Amenities

- a) Despite Subsection 4B130 – 5, permitted density in the CD130 Zone is increased to a maximum of 9,105 m² (98,005 sq. ft.) *gross floor area* and 140 units if the owner enters into a Housing Agreement to secure the units as rental in perpetuity.

4B 130 – 6 Setbacks

- a) Buildings shall 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:

Setback	Buildings (Minimum Setback)
North (Oxford Street)	4.0m (13.1 ft)
East (Lane)	1.2m (3.9 ft)
West (Mountain Highway)	2.2m (7.2 ft)
South (Lane)	4.4m (14.4 ft)

- b) Decks and patios are excluded from the setback requirements.

4B130 – 7 Height

The maximum permitted height is:

- a) Multi-family apartment building: 23.0m (75.5 ft);

4B 130 – 8 Coverage

- a) Building Coverage: The maximum building coverage is 75%.
- b) Site Coverage: The maximum site coverage is 85%.

4B 130 – 9 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) A 2m (6.6 ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, all with minimum 90% opacity, is required to screen from view:
 - i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
 - ii) any solid waste facility(garbage, recycling, compost with the exception of temporary, at-grade staging areas) or loading areas that are not located underground and/or within a building.

4B 130 – 10 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Parking Requirement
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	0.55 spaces per unit to a maximum of 0.61 spaces per unit
Visitor	0.1 spaces per unit
Car Share	2 spaces
Loading	1 space

- b) Small Car are permitted under the following conditions:
 - i) The ratio of small car parking spaces in the CD130 Zone shall not exceed 53% of the total vehicle parking requirement.
- c) Parking Setbacks from the lane from which parking spaces are directly accessed is permitted to be 0 m (0 ft).
- d) Bicycle parking is required as follows:

Use	Bicycle Parking Requirement
Residents	1.26 spaces per unit
Visitors	6 spaces

- e) Except as specifically provided in 4B130 - 10 (a), (b), (c), and (d) parking shall be provided in accordance with Part 10 of this Bylaw.”

- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single Family Residential 6000 zone (RS4) to Comprehensive Development Zone 130 (CD130).

READ a first time November 2nd, 2020

PUBLIC HEARING held December 8th, 2020

READ a second time

READ a third time

Certified a true copy of "District of North Vancouver Rezoning Bylaw 1401 (Bylaw 8456)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

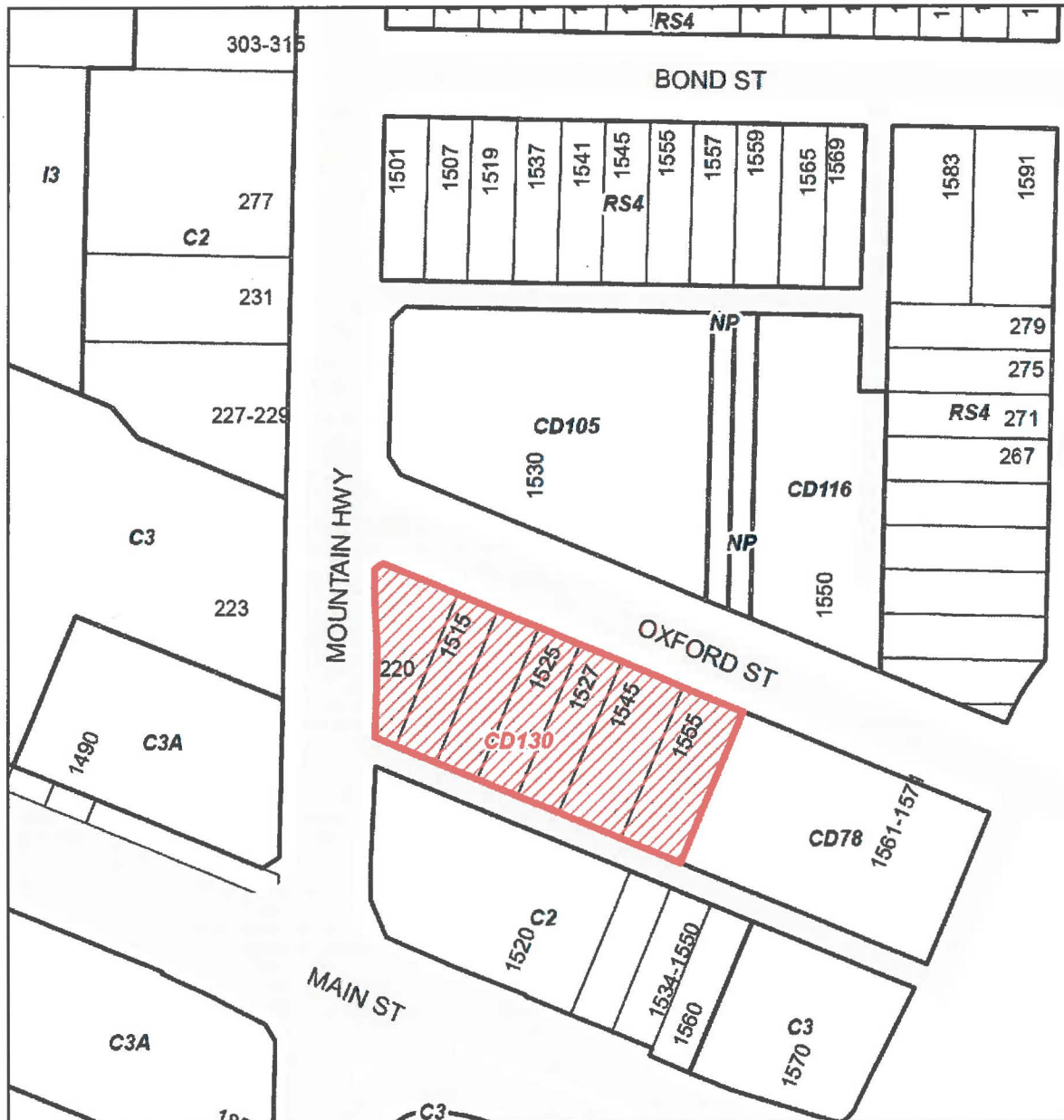
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)



**SINGLE-FAMILY RESIDENTIAL 6000 ZONE (RS4) TO
COMPREHENSIVE DEVELOPMENT ZONE 130 (CD130)**



The Corporation of the District of North Vancouver

Bylaw 8457

A bylaw to waive Development Cost Charges

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

Citation

- 1) This bylaw may be cited as "Mountain Highway Development Cost Charges Waiver Bylaw 8457, 2020".

Waiver

- 2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the lands shown on the attached plan and the development cost charge rates for the Eligible Development are hereby set at zero.
- 3) For the purpose of this Bylaw "Eligible Development" means not more than six (6) affordable rental housing units, each unit not exceeding 50 m² in floor area, to be constructed in the proposed six storey apartment building, and where the affordable rental rate structure is secured by way of an affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time November 2nd, 2020

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

The map displays a residential neighborhood with the following streets and lot details:

- Mountain Hwy:** The main horizontal thoroughfare.
- Barrow St:** Runs north-south on the left side of the map.
- Main St:** Runs north-south, east of Barrow St.
- Bond St:** Runs north-south, east of Main St.
- Oxford St:** A short street running east-west, south of Mountain Hwy.
- Orwell St:** Runs east-west, south of Oxford St.
- Trans Canada Rd:** Runs diagonally from the bottom left towards the bottom right.
- Rupert St:** Runs north-south on the far right side of the map.
- Kaylela Pl:** A small street branching off Trans Canada Rd on the right.

The **SITE** is a residential lot located on the east side of Mountain Hwy, between Barrow St and Main St. It is bounded by Oxford St to the south and is highlighted with a red outline. The lot number 1515 is visible within the red outline. Other lot numbers in the immediate vicinity include 1440, 1450-1474, 1457-1459, 1461-1469, 1481-1487, 1490, 1460-1488, 1419, 1425, 1445, 1455, 185, 1490, 223, 227-229, 231, 277, 303-315, 319-323, 345, 1419, 1433, 1441, 1447, 1455, 1465, 1469, 1485, 1501, 1507, 1519, 1537, 1541, 1545, 1555, 1557, 1559, 1565, 1569, 1506, 1512, 1518, 1528, 1536, 1542, 1558, 1562, 1566, 1568, 1570, 1580, 1588, 1598, 342, 1551, 1559, 1561, 1565, 1571, 1581, 1585, 1589, 1515, 1525, 1527, 1545, 1555, 1520, 1534-1550, 1560, 1570, 1561-1570, 1550, 1583, 1591, 279, 275, 271, 267, 214, 212, 210, 208, 206, 204, 202, 200, 198, 196, 194, 192, 190, 188, 186, 184, 182, 180, 178, 176, 174, 172, 170, 168, 166, 164, 162, 160, 158, 156, 154, 152, 150, 148, 146, 144, 142, 140, 138, 136, 134, 132, 130, 128, 126, 124, 122, 120, 118, 116, 114, 112, 110, 108, 106, 104, 102, 100, 98, 96, 94, 92, 90, 88, 86, 84, 82, 80, 78, 76, 74, 72, 70, 68, 66, 64, 62, 60, 58, 56, 54, 52, 50, 48, 46, 44, 42, 40, 38, 36, 34, 32, 30, 28, 26, 24, 22, 20, 18, 16, 14, 12, 10, 8, 6, 4, 2, 0.

The Corporation of the District of North Vancouver**Bylaw 8458****A bylaw to enter into a Housing Agreement**

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and TPL Developments Oxford GP Inc., Inc. No. BC1079915 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) Lot A Except: Part Dedicated Road on Plan BCP 17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);
 - b) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
 - c) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
 - d) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
 - e) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
 - f) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
 - g) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

Execution of Documents

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

READ a first time November 2nd, 2020

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8458

SECTION 219 RENTAL HOUSING AGREEMENT COVENANT and RENT CHARGE

THIS AGREEMENT dated for reference the ____ day of _____, 2020

BETWEEN:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hasting Street, Vancouver, BC, V6E 2J3

a company incorporated under the laws of the Province of British
Columbia having an office at

(the "Developer ")

AND:

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

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
- D. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the

Owner hereby acknowledges, the parties covenant and agree pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

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

- (a) “*Affordable Rental Units*” means collectively the studio Dwelling Unit and 5 one bedroom Units, shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 6. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;
- (b) “*Annual Allowable Adjustment*” means an increase in the Maximum Rate once each calendar year by the lesser of:
 - (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or
 - (ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

- (c) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;
- (d) “*Building*” means the building on the Land contemplated by Development Permit No. _____ and by the Development Covenant;
- (e) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);
- (f) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA _____;
- (g) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;

- (h) “Discounted *CMHC Rental Rate*” means for each Affordable Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and
 - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (i) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (j) “*Eligibility Requirements*” means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above;
- (k) “*Land*” has the meaning given to it in Recital A hereto;
- (l) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (m) “*Market Rental Units*” means all of the Dwelling Units in the Building which are not Affordable Rental Units;
- (n) “*Maximum Rate*” means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;
- (o) “*Owner*” means the Developer and any other person or persons registered in the LTO 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;
- (p) “*Proposed Development*” has the meaning given to it in the Development Covenant;
- (q) “*Society*” means a registered housing society approved in writing by the District;

- (r) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw _____ (No. _____, 2018); and
 - (s) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:
- (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
 - (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.
4. **Changing the Discounted CMHC Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.
5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.

7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

- (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and
- (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

- (a) is entered into by the Owner and, as tenant, a person at arm's length from the Owner. For the purpose of this Agreement, "at arm's length" means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

- (b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:
 - (i) additional consideration for parking, provided that the additional consideration does not exceed an amount charged from time to time for a parking stall to tenants in the Market Rental Units; and
 - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which

must be included in Maximum Rate no matter who may be providing these services;

- (c) allocates bicycle locker storage space to tenants in the Affordable Rental Units on the same terms and conditions, and with the same priority, as is offered to tenants in the Market Rental Units, except that tenants in the Affordable Rental Units will not be required to pay any amount for bicycle storage locker space;
- (d) does not require the rent to be prepaid at an interval greater than monthly;
- (e) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (f) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (g) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Rental Application Process** – The Owner must:

- (a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
- (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
- (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
 - (i) the person no longer meets the Eligibility Requirements; or
 - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
- (d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.
- 11. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
- 12. **Damages and Rent Charge**
 - (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
 - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
 - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
- 13. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory

or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

14. **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 Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.
15. **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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.
17. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
20. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
21. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;

- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

22. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
 200-1111 West Hasting Street
 Vancouver, BC
 V6E 2J3

Attention: _____

Fax: _____

- (b) if to the District, as follows:

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

Attention: Director, Planning Permits and Properties
 Facsimile: (604) 984-8664

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

23. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
24. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
25. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
26. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights or powers of the District or the approving officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
 - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
27. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
28. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a

contractual obligation, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
30. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Affordable Rental Unit or Market Rental Unit; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
31. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
33. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
34. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
35. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
36. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.

37. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Architectural floor plan of Level 1, showing a complex layout of rooms, corridors, and service areas. The plan is oriented with a north arrow pointing towards the top right. Key features include a large central hall, numerous smaller rooms, and a series of rooms along the right edge. The plan is labeled "LEVEL 1 FLOOR PLAN" and "A2.2".

SCHEDULE “B”
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

	Studio	1 bed
Discounted CMHC Rental Rate	\$996	\$1,228.50

SCHEDULE "C"
STATUTORY DECLARATION

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

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

1. That I am the _____ (director, officer, employee) of _____, (the "Owner") the owner of the land legally described as *[insert legal]* and *[make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true]*.
2. This declaration is made pursuant to the Housing Agreement.
3. On _____:
 - (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm's Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm's Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies _____ (*nil if left blank*); and
 - (b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.
4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.
5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of _____, _____ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

)

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) Signature of person making declaration

A Commissioner for Taking Affidavits for British
Columbia

Schedule A to the Statutory Declaration of _____

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

**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**220 Mountain Hwy & 1515-1555 Oxford Street
Official Community Plan and Zoning Bylaw Amendments**

REPORT of the Public Hearing held on Tuesday, December 8, 2020 commencing at 7:00 p.m. The meeting was held virtually with participants appearing via video and telephone conference.

Present: Acting Mayor L. Muri
Councillor J. Back (7:02 pm)
Councillor M. Bond
Councillor M. Curren
Councillor B. Forbes
Councillor J. Hanson

Absent: Mayor M. Little

Staff: Ms. J. Paton, Assistant General Manager – Development Planning & Engineering
Mr. J. Gordon, Manager – Administrative Services
Ms. G. Lanz, Deputy Municipal Clerk
Ms. C. Peters, Senior Development Planner
Ms. S. Dale, Confidential Council Clerk
Ms. C. Archer, Clerk Typist 3

1. OPENING BY THE MAYOR

Acting Mayor Muri welcomed everyone and advised that the purpose of the Public Hearing was to receive input from the community and staff on the proposed bylaws as outlined in the Notice of Public Hearing.

She further noted that this Public Hearing is being convened pursuant to Section 464 of the *Local Government Act* and Ministerial Order M192.

This hearing will be held virtually with all participants, including Council, staff, applicant, signed up speakers and observers all doing so by electronic means.

Public participation in this hearing is being accommodated by speakers having signed up in advance, as stated in the Notice of Hearing, as well as being streamed live over the internet. In addition, those observing over the internet who did not sign up in advance to speak but decide to do so once the hearing is underway, may dial-in via telephone to speak. Information on how to do this will be shared over the live stream once we have exhausted the speakers list of first time speakers.

The electronic means being employed for this hearing allow for effective two-way audio communications while those who have signed up in advance will also receive video of the hearing via the Zoom software.

As always, written submissions will be received by the Municipal Clerk, on behalf of, and shared with, Council, at any time up to the time the hearing is closed. These may be submitted to input@dnv.org

Therefore, in this manner, all persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions.

Councillor BACK arrived at this point in the proceedings.

Acting Mayor Muri stated that:

- We will first go through the established speakers list. At the end of the speakers list, the Chair may call for any other speakers not on the speakers list – these are the dial-in speakers if any;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and approximate street address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute opportunity;
- Any additional presentations will only be allowed at the discretion of the Chair;
- Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaws under consideration this evening;
- If you have provided a written submission there is no need to read it as it will have already been seen by Council. You may summarize or briefly reiterate the highlights of your submission but ensure your comments pertain to the bylaws under consideration at this hearing;
- Council is here to listen to the public, not to debate the merits of the bylaws. Council may ask clarifying questions;
- The Clerk has a binder containing documents and submissions related to the bylaws which Council has received and which you are welcome to review. This is available online at [DNV.org/agenda](https://dnv.org/agenda);
- Everyone at the hearing will be provided an opportunity to speak. If necessary, we will continue the hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing; or, Council may close the hearing after which Council should not receive further new information from the public; and,
- This hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

2. INTRODUCTION OF BYLAWS BY CLERK

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaws, stating that Bylaw 8455 proposes to amend the District's Official Community Plan land use designation of the subject site from Residential Level 6: Medium Density Apartment (RES6 to Commercial Residential Mixed-Use Level 3 (CRMU3). He further stated that Bylaw 8456 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4) to a new Comprehensive Development Zone 130 (CD130). The CD130 Zone addresses permitted and accessory uses, provisions such as density, height, setbacks, building and site coverage, landscaping, storm water management, and parking requirements.

3. PRESENTATION BY STAFF

Ms. Casey Peters, Senior Development Planner, provided an overview of the proposal elaborating on the introduction by the Manager – Administrative Services. Ms. Peters advised that:

- The subject site is approximately 3,073 m² and includes seven existing parcels and six single-family houses;
- Phibbs Exchange Bus Loop is located to the east;
- The Phibbs Exchange upgrade project is currently in the design phase and it is anticipated that the project will be tendered for construction in the Spring of 2021 with an anticipated eighteen month construction period;
- Creekstone Care Centre is under construction on the north side of Oxford Street across from the site;
- An existing multi-family rental building is located to the east and a multi-family rental building is under construction on the north side of Oxford Street;
- Single-family uses are located further to the north and are designated in the Official Community Plan for future multi-family development;
- The OCP designates the site as Residential Level 6 which permits density of residential development up to 2.5 FSR;
- Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-Use Level 3 which would accommodate the proposed density of approximately 2.96 FSR;
- The existing zoning is Single-Family 6000 Zone (RS4) and Bylaw 8456 would rezone the site to a new Comprehensive Development Zone 130 allowing the proposed density of up to 2.96 FSR;
- The project includes one six-storey building with one hundred and forty rental units and two indoor amenity spaces;
- A 7.5 metre wide road dedication will be required on the east side of the site for a new lane connecting Oxford Street to the existing lane at the south side of the site;
- Proposed parking for the project is located on a single-level underground garage accessed from the southwest corner of the site;
- Additional parking stalls are provided at grade and accessed from the rear lane;
- The project has been reviewed against development permit area guidelines for:
 - Form and Character of Multi-family Housing;
 - Energy and Water Conservation and Greenhouse Gas Emission reduction; and,
 - Protection from Natural Hazards (Creek Hazard);
- The project has also been reviewed against the Lower Lynn Implementation Plan and the Lynn Creek Town Centre Public Realm Guidelines and the project achieves the housing goals of the OCP and Implementation plan including providing a range of unit sizes and providing new rental housing;
- The application includes a number of off-site improvements and changes which include:
 - Improved street frontages on Mountain Highway and Oxford Street;
 - A new bicycle lane on Mountain Highway along the west frontage of the site;
 - Creation of a new north-south lane connecting Oxford Street to the existing lane at the rear which will allow for the closure of the existing lane access to Mountain Highway which will improve safety at this location;
 - Provision of road realignments to improve the turning radius for buses from Mountain Hwy to Oxford Street; and,

- District Engineering staff have not completed the review of the civil drawings and changes to the design may occur as a result of this review and the details and costs of off-site improvements will likely change as the project review continues;
- The project has been reviewed against the District's Residential and Affordable Housing Strategy and the project meets several goals including expanding the supply and diversity of housing and expanding the supply of new rental housing;
- The housing mix proposed includes six non-market rental units and one hundred and thirty-four market rental units, ranging from studio to three bedroom layouts;
- 50% of the units are two or three-bedroom layouts and would be considered suitable for families;
- The project proposes six non-market rental units to help address housing challenges for low to moderate income households with incomes of between \$30,000 and \$85,000;
- Rents for the proposed non-market units range from just under \$1,000 for a studio unit which is considered affordable to a household with an income of just under \$40,000 per year, to \$1,230 for a one-bedroom unit, considered affordable to a household with an income of \$49,000;
- The proposed rents for the non-market units are between 9% and 17% below the Metro Vancouver median rent and 20% below the District median rent as published in the CMHC Rental Market Survey;
- The housing agreement would secure all of the one hundred and forty units in the building as rental and secure the rental rates and eligibility criteria for the below-market units;
- The maximum parking for the project is a total of one hundred and one parking spaces including eighty-five spaces for residents, fourteen for visitors, and two car share spaces with an overall ratio of 0.72 spaces;
- Changes resulting from the review and finalization of the road requirements and civil design may affect the ability to provide parking and the CD130 Zone specifies a minimum requirement of 0.55 spaces per unit up to a maximum of 0.66 spaces per unit with additional car share and visitor spaces;
- The proposal includes one hundred and seventy-six bicycle spaces for residents and six spaces for visitors;
- The applicant is exploring opportunities for additional bicycle spaces including spaces for longer cargo and stroller bikes;
- Staff are resolving land dedications and easements on Oxford Street and reviewing the impacts on the Form and Character of the proposed additional bike parking;
- A Public Information meeting was held on January 31, 2019;
- Approximately 280 notices were delivered in the neighbourhood;
- Thirteen members of the public attended the meeting and ten members provided input via a comment sheet, email, or phone call;
- There was general support for this development proposal with particular support for the rental tenure;
- The proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include:
 - Heating system based on air source heat pumps which run exclusively on electricity low-flow plumbing fixtures to reduce water usage and energy consumption;

- Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;
- Reduced parking ratio and car share spaces;
- Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning;
- Anticipated emissions of 2.9 kg of CO2e per square metre per year;
- The site currently has six houses which are all being rented;
- The average length of tenancy for the six rental houses is approximately two years;
- All tenants were made aware of the potential for redevelopment at the time of their lease signing;
- Tenants include two families, students and young working professionals; and,
- The Tenant Relocation Assistance Package includes:
 - Extended notice to 5 months;
 - Three months free rent;
 - Priority right to rent in new building;
 - Moving allowance between \$750-\$2,000;
 - Tenant Communications Plan;
 - Tenants have been informed of the Public Hearing; and,
 - Information on tenant resources will be provided.

3. PRESENTATION BY APPLICANT

3.1. Mr. Adel Bellemlih, Redic Development:

- Spoke to the history and context of the proposed development;
- Commented that the proposed development will provide much-needed rental housing on the North Shore;
- Noted that the proposed development will provide housing for both young families and working professionals;
- Highlighted the outdoor space and amenities which promote a place for residents to gather;
- Noted that the proposed development meets the BC Energy Step Code Level 3;
- Advised that the proposal fulfils the requirements of the District's Accessible Design Policy for Multi-family Housing as 100% of the apartment units meet the Basic Accessible Design criteria and 5% of the apartment units meet the Enhanced Accessible Design criteria. A total of seven units will include Enhanced Accessible Design features;
- Advised that the project is providing two carshare spaces and is paying for two cars and in exchange Modo is providing approximately \$66,500 worth of free Modo memberships and credits for tenants;
- Commented that the proposed development is in close proximity to Phibbs Exchange; and,
- Advised that the applicant has held meetings with tenants and a Tenant Compensation/Relocation package will be available.

4. REPRESENTATIONS FROM THE PUBLIC

4.1. Mr. Ehsan Halvaei, Oxford Street:

- Spoke in support of the proposed development; and,
- Commented on the close proximity to amenities, the Second Narrows Bridge and transit.

4.2. Ms. Joy Hayden, 200 Block West Esplanade:

- Opined that the proposed development will complete the Lynn Creek Town Centre and will provide vibrancy to the neighbourhood;
- Commented on the close proximity to Phibbs Exchange;
- Noted that the outdoor space provides a gathering space and sense of community; and,
- Opined that more below market rental units are needed.

4.3. Mr. Bruno Vahedi, 3200 Block Mahon Avenue:

- Spoke in support of the proposed development;
- Commented that the proposed development will accommodate young families who want to live on the North Shore;
- Commented that the proposal will provide vibrancy to the community;
- Noted that the proposed development is close to transit;
- Spoke to affordability issues on the North Shore; and,
- Spoke to the lack of rental housing on the North Shore.

4.4. Mr. Justin Keehn, 200 Block Mountain Highway:

- Spoke in support of the proposed development;
- Commented on the need for more rental housing on the North Shore; and,
- Spoke to the close proximity of the development to Phibbs Exchange.

4.5. Mr. Riley Senft, 700 Block Donegal Place:

- Spoke in support of the proposed development;
- Opined that more rental units and increased density are needed on the North Shore;
- Spoke to the challenge of being able to afford to live and work on the North Shore; and,
- Spoke to the issue of affordability.

4.6. Ms. Nancy Ford, 1900 Block Parkside Lane:

- Spoke in support of the proposed development;
- Commented on the lack of suitable affordable housing options on the North Shore; and,
- Spoke to the issue of social isolation and commented that mixed-use spaces will provide a sense of community.

4.7. Mr. Amir Davati, 400 Block Montroyal Boulevard:

- Spoke in support of the proposed development;
- Commented on the close proximity to transit; and,
- Spoke to the issue of affordable housing in North Vancouver.

4.8. Ms. Mahyar Zia, 2700 Block Valley Centre Avenue:

- Spoke in support of the proposed development;
- Stated that more rental options are needed on the North Shore;
- Expressed concerns with affordability issues;
- Noted that the proposed development will provide housing for young families; and,
- Commented that the building design and character is reflective of the West Coast.

4.9. Mr. Clayton Welwood, 800 Block Premier Street:

- Spoke in support of the proposed development;
- Commented on the need for more rental housing on the North Shore;
- Noted the close proximity to Phibbs Exchange;
- Spoke to the Tenant Relocation and Compensation Package and noted that the applicant has met with tenants to address their needs; and,
- Commented that the internal courtyard will provide families with a sense of community where children can play safely.

4.10. Ms. Amina Morin, 600 Block Kerry Place:

- Spoke in support of the proposed development;
- Commented on the challenge of finding rental accommodation suitable for families with children; and,
- Spoke to the issue of affordability.

4.11. Mr. Oscar Barrera, 2400 Block Berton Place:

- Spoke in support of the proposed development;
- Opined that the proposed development is aesthetically pleasing and will enhance the neighbourhood;
- Noted that the outdoor space provides a gathering space and sense of community;
- Opined that increased density will help with affordability issues; and,
- Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place.

4.12. Mr. Corrie Kost, 2800 Block Colwood Drive:

- Questioned the impact of the COVID-19 pandemic on transit ridership and increased car ownership;
- Expressed concerns that more parking spaces will be needed to accommodate cars in private parking space and public streets;
- Questioned if all new off-street parking spots will have at least Level-2 plug-ins;
- Acknowledged the adaptation of interior and exterior common spaces due to the COVID-19 pandemic;
- Commented that careful attention should be given to shadow impacts on adjacent play areas; and,
- Noted that per square metre, mid-rise apartments annually consume more energy than modern single family homes.

4.13. Mr. Alireza Salamati, 3800 Block Phyllis Road:

- Noted the close proximity of the development to Phibbs Exchange;
- Commented on the need for more rental options; and,
- Expressed concern that the proposal does not include adequate parking.

4.14. Mr. Arman Haidari, 600 Block St. James Road:

- Spoke in support of the proposed development;
- Spoke to the issue of affordability;
- Commented that the proposed development will provide family-oriented housing; and,
- Commented on the close proximity of the development to amenities.

4.15. Mr. Chuck Cosman, Primose Lane:

- Spoke in support of the proposed development;
- Noted that there is a shortage of rental units on the North Shore; and,
- Expressed concern with affordability issues.

4.16. Mr. Don Peters, 600 Block West Queens Road:

- Spoke as Chair of the Community Housing Association Committee;
- Spoke in support of the proposed development;
- Noted that more rental units are needed on the North Shore;
- Opined that the proposed development provides secure and appropriate affordable housing options;
- Commented on the compensation packages for those being displaced;
- Noted that the proposed development will provide housing for both young families and professionals;
- Spoke in support of below market and market rental units;
- Noted that the outdoor space provides a gathering space and sense of community; and,
- Noted that the proposed development is close to transit.

4.17. Mr. Peter Teevan, 1900 Block Indian River Crescent:

- Spoke in support of the proposed development;
- Commented that not enough parking was provided when developing the Lynn Creek Apartments;
- Commented on parking and residential traffic congestion; and,
- Urged the District to work with the developer increase parking within the Lynn Creek Town Centre.

In response to a question from Council, staff advised that the applicant has proposed electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging.

In response to a question from Council, staff highlighted other projects in the area which include:

- Creekstone Care Centre currently under construction on the north side of Oxford Street across from the site;
- A multi-family rental building currently under construction on the north side of Oxford Street, this project is currently constructing the parkade and will likely start the above grade portion in February 2021 with anticipated completion and occupancy in April 2022;

- Ministry of Transportation and Infrastructure work at the Main and Dollarton interchange has begun and is anticipated to be complete by the end of 2021; and,
- The Lynnterm road works will start in early 2021 and is anticipated to be complete by summer 2021.

4.18. Ms. Judith Brook, 2000 Block Lauralynn Drive:

- Spoke in support of the proposed development;
- Highlighted the outdoor space and amenities which promote a place for residents to gather;
- Spoke in support of the usage of heat pumps; and,
- Suggested exploring low carbon concrete alternatives.

4.19. Ms. Laurie Parkinson, 600 Block East 4th Street:

- Spoke in support of the proposed development;
- Suggested that new buildings should have fossil-fuel-free space;
- Spoke in support of the little fossil gas used;
- Commented on carbon pollution from heating and manufacture materials; and,
- Urged the developer to use low carbon building materials.

4.20. Mr. Peter Teevan, SPEAKING A SECOND TIME:

- Spoke regarding Rental-only Zoning;
- Suggested that GST and the Provincial Property Transfer Tax be exempt from Rental-only Zoning;
- Asked staff to report back on the cost impacts to residents if the building was heated using 100% electric heating;
- Questioned what protocols are being used to design the proposed building to ensure that it is COVID-19 safe; and,
- Stated that there are zero commercial components to this proposal.

4.21. Mr. Corrie Kost, SPEAKING A SECOND TIME:

- Suggested that the actual energy consumed by new housing be measured and reported annually to the District in order to confirm the predicted energy use; and,
- Questioned what community net benefits this development provides to current residents.

In response to a question from Council, staff advised that in accordance with the District's Construction Bylaw, the proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include:

- Heating system based on air source heat pumps which run exclusively on electricity;
- Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;
- Reduced parking ratio and carshare spaces;
- Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning; and,
- Anticipated emissions of approximately 2.9 kg of CO2 equivalent per square metre per year.

In response to a question from Council, staff advised that Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-use Level 3 (CRMU3) which would accommodate the proposed density of approximately 2.96 FSR and noted that it is consistent with nearby developments.

4.22. Mr. Corrie Kost, SPEAKING A THIRD TIME:

- Expressed concern with the process of connecting to the Public Hearing.

5. COUNCIL RESOLUTION

MOVED by Councillor HANSON

SECONDED by Councillor BACK

THAT the December 8, 2020 Public Hearing is closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)" be returned to Council for further consideration;

AND THAT "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)" be returned to Council for further consideration.

CARRIED
(9:06 p.m.)

CERTIFIED CORRECT:



Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov. 2, 2020</u>
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

October 14, 2020

File: 08.3060.20/083.18

AUTHOR: Casey Peters, Senior Development Planner

SUBJECT: Bylaws 8455, 8456, 8457, and 8458: OCP Amendment, Rezoning, Housing Agreement, and DCC Waiver Bylaws for a Rental Development at 220 Mountain Hwy, 1515-1555 Oxford Street

RECOMMENDATION

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)" is given FIRST reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)" is given FIRST reading;

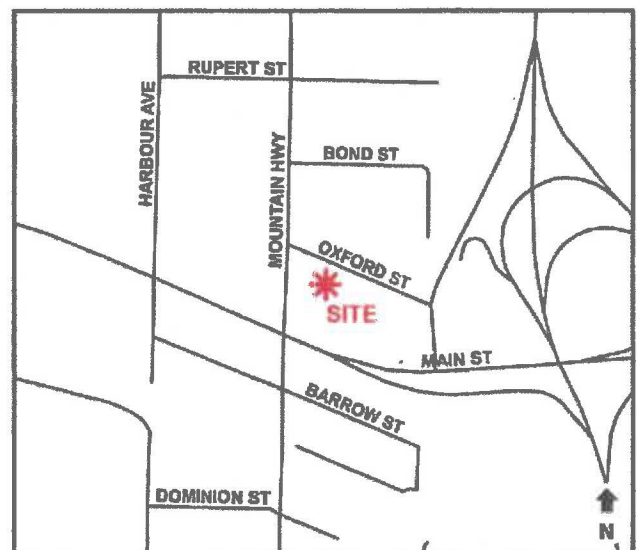
AND THAT "Mountain Highway Development Cost Charge Waiver Bylaw 8457, 2020" is given FIRST reading;

AND THAT "Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)" is given FIRST reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8455;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8455 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8455 and Bylaw 8456 be referred to a Public Hearing.



REASON FOR REPORT

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8455 to amend the Official Community Plan designation (**Attachment 2**);
- Bylaw 8456 to rezone the subject properties (**Attachment 3**);
- Bylaw 8457 to waive the Development Cost Charges for the six non-market rental units (**Attachment 4**);
- Bylaw 8458 to secure market and affordable rental units (**Attachment 5**); and
- Issuance of development permits.

The OCP Amendment Bylaw, Rezoning Bylaw, Housing Agreement Bylaw, and DCC Waiver Bylaw are recommended for introduction and the OCP Amendment Bylaw and Rezoning Bylaw are recommended for referral to a Public Hearing. A Development Permit will be forwarded to Council for consideration if the rezoning proceeds.

SUMMARY

TPL Development Oxford Ltd. has applied to redevelop seven existing single-family residential lots to create a six-storey rental building with a total of 140 units, including 134 market rental units and six non-market rental units.

ANALYSIS

Site and Surrounding Area

The development site is located at the south end of the Lynn Creek Town Centre at the southeast corner of Mountain Highway and Oxford Street. The development site is 3,073 m² (33,077 sq. ft.) in area and is comprised of seven single-family residential lots occupied by six single-family homes.

Surrounding land uses include commercial uses to the south and west, institutional to the north (Creekstone Care Centre, under construction), and a six-storey market rental building to the east. The other uses on this block are identified on the image above.



EXISTING POLICY

1. Official Community Plan

The Official Community Plan (OCP) designates the subject site as “Residential Level 6: Medium Density Apartment” (RES6) which envisions medium-rise apartments at a density of up to approximately 2.5 FSR.

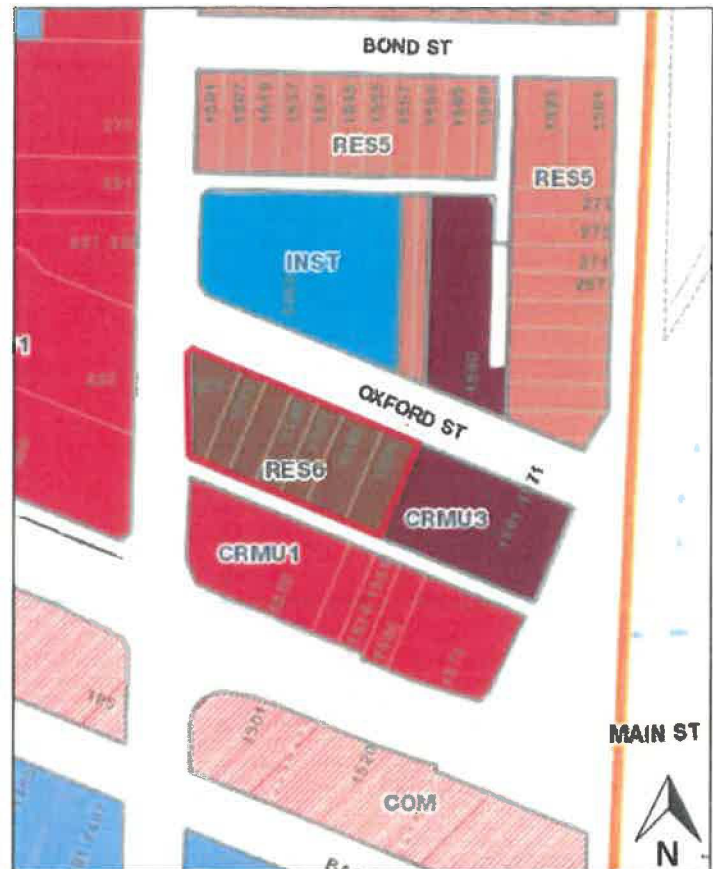
At approximately 2.96 FSR, the proposal does not comply with the density provisions of the OCP designation and an amendment to the OCP is required. Bylaw 8455 proposes to change the designation of the site to “Commercial Residential Mixed-use Level 3” (CRMU3) which permits density up to approximately 3.5 FSR.

The proposal addresses a number of OCP goals and policies including:

- “Encourage and facilitate a broad range of market, non-market and supportive housing”
- “Encourage and facilitate a wide range of multifamily housing sizes, including units suitable for families with an appropriate number of bedrooms, and smaller apartment units”
- “Focus a higher proportion of affordable housing in designated growth areas”
- “Require, where appropriate, that large multifamily developments contribute to the provision of affordable housing by, but not limited to: including a portion of affordable rental or ownership units as part of the project”

“Lynn Creek Apartments” a 98 unit market rental apartment development to the east of the site was approved by Council in September 2014 with a density of approximately 3.02 FSR and six storeys in height. The “Creekstone Care Centre” seniors’ housing development to the north at the corner of Oxford Street and Mountain Highway was approved by Council in January 2018 with a density of approximately 3.1 FSR and seven storeys in height. “Pivot” an 88 unit market rental apartment development immediately to the northeast of the site, was approved by Council in September 2018 with a density of approximately 3.09 FSR and six storeys in height.

OCP amendments were approved to accommodate each of these three nearby developments.



Lower Lynn Town Centre Implementation Plan (Lynn Creek)

The project has been reviewed against the Lower Lynn Town Centre Implementation Plan (Lynn Creek Plan) and the Lynn Creek Public Realm Guidelines. The Lynn Creek Plan anticipates multi-family residential development in the form of mid-rise apartments on this site, at a height of approximately six storeys. The proposal is consistent with the use and height anticipated for this site.

The project achieves the intended public realm objectives and provides improved infrastructure for pedestrians, bicyclists, and drivers.

Rental and Affordable Housing Strategy

The proposed bylaws, if adopted, will permit development of the site for a six-storey building with a mix of market rents and housing geared to low to moderate income households. This responds to the following goals of the District's Rental and Affordable Housing Strategy (RAHS):

- Goal 1: Expand the supply and diversity of housing.
- Goal 2: Expand the supply of new rental and affordable housing

The project addresses the RAHS by creating 140 new market rental units secured in perpetuity by Housing Agreement Bylaw 8458.

The RAHS indicates that the 10 year (2016-2026) estimated demand for affordable rental units in the District is 600 to 1,000 units. To the end of 2019, 298 units* have been created towards this goal and the proposal would create an additional 6 units. (*Source: *Pace of Development - 2019 Update*, July 12, 2020).

Council Directions, 2019-2022

The proposed bylaws respond to the following Council Priority Directions to 2022:

- Key Issue 2: Increasing Housing Diversity and Addressing Affordability

Projects that deliver rental housing for low and moderate income earners and for those in need of social housing have been identified as priorities.

Zoning

The subject properties are currently zoned "Single Family Residential 6000 Zone" (RS4). Rezoning is required to accommodate the project and Bylaw 8456 proposes to create a new "Comprehensive Development 130 Zone" (CD130) tailored specifically to this project. The proposed CD130 zone prescribes permitted uses and zoning provisions such as a maximum density of 2.96 FSR, height, setbacks, and parking requirements.

PROPOSAL

Project Description

The proposal consists of a 140-unit, six-storey rental building over a single level of underground parking. The main entrance to the building is on Oxford Street and two amenity rooms are proposed on the ground floor.

The units are a mix of studio, one, two, and three bedroom layouts. The units range in size from 41 m² (441 sq. ft.) to 91 m² (974 sq. ft.) with approximately 49% of the units as two and three bedroom layouts considered suitable for families. The building is approximately 9,093m² (97,878 sq. ft.) in total floor area.



View from Mountain Highway at Oxford Street

The proposal includes the creation of a new north-south lane to the east of the proposed building. The existing east-west lane will remain but access to Mountain Highway is proposed to be closed due to concerns with the proximity to the busy intersection at Main Street and Mountain Highway.

Access to the underground parking garage is proposed from the southwest corner of the site off the existing lane.



Housing Affordability

The proposal is for a 140 unit rental building including six units to be rented at non-market rates. The six non-market units are comprised of one studio unit and five one-bedroom units. The applicant is targeting rents for the non-market units below the Metro Vancouver median rents as published in the CMHC Rental Market Survey. The Metro Vancouver median rents (2019), District of North Vancouver median rents (2019), and proposed non-market unit rents are shown in the table below:

Unit Type	Number of Units	Metro Vancouver median rents from CMHC (2019)	Proposed Rent (% below Metro median)	DNV median rents from CMHC (2019)	Proposed Rent (% below DNV median)
Studio	1	\$1,200	\$998 (17%)	\$1,248	\$998 (20%)
1 bedroom	5	\$1,350	\$1,230 (9%)	\$1,538	\$1,230 (20%)

The non-market units would be considered affordable for households with incomes of between \$39,920 (studio unit) and \$49,200 (one-bedroom unit). These units would meet the District's definition of housing for "Low-to-Moderate Income Households" (households with 2019 before-tax incomes ranging from \$30,001 to \$85,170).

The rental tenure for all units, and rents for the non-market units, will be secured with a Housing Agreement should the project advance. The Housing Agreement also secures that parking for the non-market rental units cannot exceed the cost for the market rental units and that the non-market rental units will not be charged for bicycle storage. The applicant indicates that parking will be charged at \$100 per month, bicycle storage will be charged at \$25 per month (for market units only), and there will be no charge for use of the amenity space.

Development Permit Areas

The site is designated within the following Development Permit Areas (DPAs):

- Form and Character of Multi-Family Residential Buildings
- Energy and Water Conservation and Greenhouse Gas Emission Reduction
- Protection of Development from Hazardous Conditions (Creek Hazard)

a) Form and Character of Commercial, Industrial, and Multifamily Development

The proposal is consistent with the OCP Design Guidelines for Multi-Family Housing.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on February 14, 2019 and the Panel recommended approval of the project subject to resolution of the

Panel comments. The applicant has addressed the Panel's comments including the addition of a children's play area to the rooftop, changes to the lobby, and changes to materials.

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



View from Oxford Street

b) Energy and Water Conservation and Greenhouse Gas Emission Reduction

The proposal as designed is consistent with the OCP Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

On October 19, 2020 Council directed that bylaws be prepared to adjust the District's approach to Energy Step Code and Greenhouse Gas Intensity Targets, with an implementation date of mid-2021. The proposed approach would include a two-tiered system that would require all Part 3 Residential new construction to meet either Step 4 under the BC Step Code, or meet Step 3 and include a Low Carbon Energy System (LCES), with the LCES having an emission target of less than 3 CO₂e/m²/yr.

The applicant for the subject proposal is currently exploring two options:

- Electric Heating with gas-fired water and common space heating (resulting in emissions of approximately 9.8kg of CO₂e/m²/yr)
- 100% electric (resulting in emissions of approximately 1.3 kg of CO₂e/m²/yr)

As this project is a rental building, including a component of non-market rental, the applicant is exploring the cost implications of these options

In accordance with the District's Construction Bylaw, this project is required to meet Step 3 of the BC Energy Step Code. The applicant has considered the District's draft Community Energy and Emissions Plan (CEEP) and Council's recent declaration of a Climate Emergency and proposes the following:

- Heating system based on air source heat pumps which run exclusively on electricity
- Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies
- Parking ratio of 0.55 stalls per unit
- Roadway improvements including new pedestrian and bicycle infrastructure
- Two parking stalls dedicated to carshare programs
- Building designed to surpass recommendations of Step 3 of Energy Step Code
- Replanting of 33 trees along the perimeter of the site
- Rooftop urban agriculture initiatives

c) Protection from Natural Hazards (Creek Hazard)

The proposal is consistent with the OCP Guidelines for Protection from Natural Hazards (Creek Hazard). A flood hazard assessment report by Northwest Hydraulics Consultants was submitted with the application and the building is designed in accordance with that report.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines, will be provided for Council's consideration should the application proceed through the OCP amendment and rezoning process.

Accessibility

The proposal fulfils the requirements of the District's Accessible Design Policy for Multi-family Housing as 100% of the apartment units meet the 'Basic Accessible Design' criteria and 5% of the apartment units meet the 'Enhanced Accessible Design' criteria. A total of seven units will include 'enhanced accessible design' features.

Vehicle Parking

Vehicle parking is proposed in a single level underground garage with additional at-grade stalls accessed from the existing lane. Access to the underground garage is proposed through a ramp from the existing lane to the south of the subject site.

The District's "Reduced Parking Rates for Multifamily Residential Developments Policy" would require 0.85 spaces per unit (0.75 plus 0.1 for visitors) which would result in 119 parking spaces.

The proposal as submitted includes a total of 101 parking spaces with two of these spaces for car share and 14 for visitors, an overall ratio of 0.72 spaces per unit. The car share and visitor parking spaces are at-grade at the south side of the building.

As changes resulting from the review and finalization of the road requirements and civil design may affect the ability to provide parking, the CD130 Zone specifies a minimum requirement of 0.55 spaces per unit - actual parking provided will be a minimum of 0.55 spaces per unit up to a maximum of 0.72 spaces per unit.

The District OCP includes statements that support reductions in parking including:

- Section 5.1 (8): Consider, where appropriate, reducing vehicle parking requirements for new developments in centres and corridors well served by transit to encourage alternate modes of transportation and increase housing affordability
- Section 7.2 (8): Support, where appropriate, parking reductions for purpose built market and affordable rental units
- Section 7.3 (3) Apply incentives (including, but not limited to density bonusing, pre-zoning and reduced parking requirements) as appropriate, to encourage the development of affordable housing

The applicant has submitted a Transportation Impact Assessment prepared by Bunt and Associates that supports the proposed parking rate of 0.72 parking spaces per unit.

The applicant has proposed electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging.

Staff are supportive of the proposed parking rate as the site is adjacent to Phibbs Exchange and is well-served by transit. The Lynn Creek Town Centre includes numerous long-term transportation improvements for pedestrians and bicyclists.

Bicycle Parking and Storage

The proposal includes 176 bicycle storage spaces for residents in the underground parking garage, providing a ratio of 1.26 spaces per unit. Six visitor bicycles spaces are

provided adjacent to the entrance of the building. In addition, e-bike charging stations are proposed. The requirements for the bicycle spaces are secured in the proposed CD130 zone.

The District's "Bicycle Parking and End-of-Trip Facilities Policy" was approved in December 2019 as the design for this project was being finalized. The policy proposes the following rates for bicycle parking:

- A minimum of 1.5 spaces for a studio or one-bedroom unit
- A minimum of 2 spaces for a two or more bedroom unit

A total of 244 bicycle spaces would be required under this policy. Due to the site constraints and significant costs of constructing a second level in the underground garage, the project is not able to achieve the number of bicycle spaces suggested under this new District policy. Staff believe the total of 176 bicycle spaces proposed for the project will be adequate and will continue to work with the applicant to identify opportunities for more bicycle parking on the site, to be finalized prior to consideration of issuance of the development permit.

Overall, the bicycle parking proposed, along with the proximity to transit service, will help to support alternate transportation options for residents and visitors to the project.

Off-site Improvements

The application includes a number of off-site improvements:

- Improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, and paving improvements, along Mountain Highway and Oxford Street.
- New bicycle lane on Mountain Highway along the west frontage of the site.
- Creation of a new north-south lane connecting the existing lane to Oxford Street.

This project would provide substantial land dedications for roadways including:

- The creation of a new north-south lane which allows for elimination of the access/egress to Mountain Highway from the existing lane;
- Dedications on Mountain Highway to create a new bicycle lane;
- Dedications on Mountain Highway and Oxford Street to improve the turning radius for buses, including the new rapid bus.

The estimated total value of off-site works (engineering and landscaping) is \$360,000. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

Development Cost Charges

The project will pay Development Cost Charges (DCC's) at the applicable rate at the date of Building Permit submission should the OCP amendment, rezoning, and

Development Permit be approved. The estimated District DCC payable at 2020 rates for the 134 market rental units is \$1,019,211. Bylaw 8457 is a Development Cost Charge Waiver Bylaw to establish a DCC rate at \$0 for the six non-market rental units only, subject to securing the non-market units in a housing agreement bylaw. The estimated value of the DCC waiver for the six non-market units is \$47,229.

Landscaping

A landscape plan has been submitted with the rezoning application showing planting around the perimeter of the project. A small exterior amenity space is proposed on Oxford Street adjacent to an amenity room and an additional outdoor amenity space is provided on the rooftop. The rooftop space includes a play area, moveable seats, garden plots, and a BBQ station. A more detailed review of landscape issues will be included in the development permit report.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for projects and includes a list of potential in-kind contributions that can be considered in lieu of a cash CAC including "Land for, or provision of, affordable, rental or special needs housing." The proposal includes 134 market rental units and 6 non-market rental units that are secured in perpetuity which represents the amenity for this project.

A third party consultant has reviewed the project's pro forma and notes the following as the main reasons why there is no increase in land value with the proposed rezoning and therefore no cash contribution in addition to the in-kind CAC:

- Rental development supports much lower rezoned land value than strata apartment development because the value of a completed rental building (per square foot) is lower than the value of a strata building, but the costs to create a rental building are similar to the costs to create a strata building.
- Market rental rates are lower in Lynn Creek than other parts of North Vancouver.
- A portion of the site needs to be dedicated to the District for the creation of a new lane at the eastern edge of the property.
- There will be significant servicing costs associated with upgrading Mountain Highway, Oxford Street, the rear lane, and the new lane required at the east end of the property.

The rental units are secured by Bylaw 8458 in perpetuity and the CD130 Zone created by Bylaw 8456 does not include a cash amenity.

Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing more than four rental dwelling units, at the time of submission of

the detailed application. The policy was amended in March 2018, as the previous policy only applied to purpose-built rental units.

There are six existing single family houses on site and one secondary suite for a total of seven units. All units are currently rented and the applicant notes that at the time that leases were entered into, signing all tenants were made aware of the intended redevelopment of the site.

The tenant relocation package includes the following:

- An extended notice period of five months.
- Three months of free rent.
- \$750 for costs associated with tenant moving expenses.
- Priority right to rent in the new building.

A tenant communication plan is proposed that informs the tenants of input opportunities during the rezoning process using email, direct mail, and hand-delivered notification. A tenant relocation coordinator has been selected and information on tenant resources will also be provided via email.

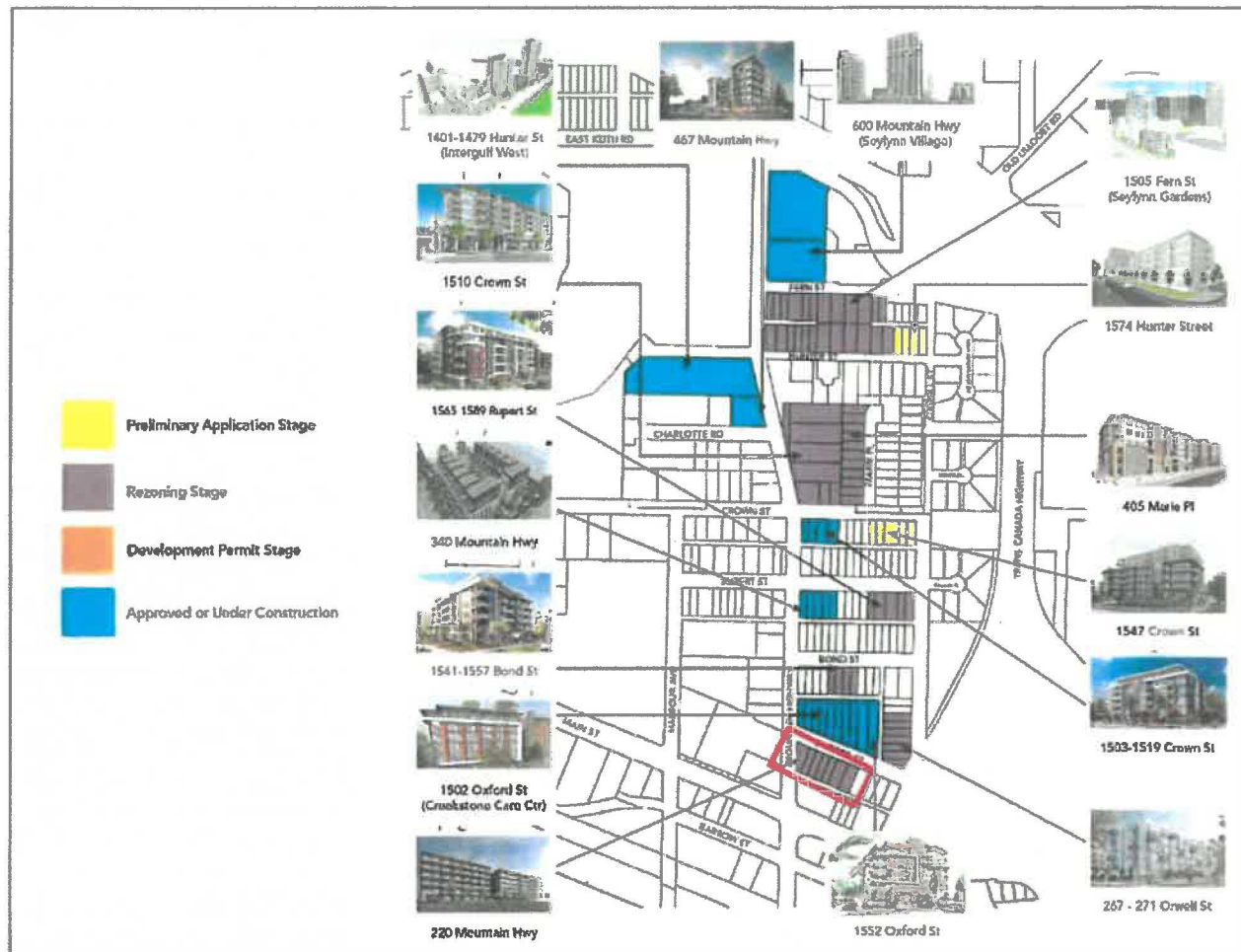
The tenant relocation package will be secured in the required Development Covenant.

Construction Traffic Management Plan

The site, outlined in red, is shown on the map on the following page in relation to other current and potential development projects in the area.

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit.

The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Oxford Street, with particular attention paid to impacts to bus movements. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic including bus movements along Oxford;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

Financial Impacts

The project will contribute the following housing amenities, off-site works, land, and DCC's:

- Six non-market rental units
- 134 market rental units
- Off-site works currently estimated at approximately \$360,000
- Land dedications totalling approximately 340m² (3,660 sq. ft.)
- DCC's on 134 market rental units estimated at \$1,019,211

The District's housing reserve fund will support the waived DCC's on the non-market residential units (estimated at \$47,229 based on 2020 DCC rates).

Concurrence

The project has been reviewed by staff from the Environment, Building and Permits, Parks, Development Engineering, Community Planning, Urban Design, the Fire Department, Finance, and the Arts Office.

The District of North Vancouver Rezoning Bylaw 8456 affects land lying within 800m of a controlled access intersection and therefore approval by the Provincial Ministry of Transportation and Infrastructure (MOTI) will be required after third reading of the bylaw and prior to bylaw adoption. As part of this review MOTI may require additional analysis and commitments to upgrades.

School District 44 was provided a copy of the application materials to ensure the School District is aware of these potential new residential units. No response was received from the School District.

Public Input

The applicant held a facilitated Public Information Meeting on January 31, 2019. Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. A sign was placed on the property to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District's website.

The meeting was attended by approximately 13 residents.

In general there was support for the project and participants recognized the demand for rental housing. Questions arose around the construction timeline, rental rates, and parking concerns in the neighbourhood. A copy of the facilitator's report with redacted public input is attached to this report.

Implementation

Implementation of this project will require an OCP amendment, a rezoning, a DCC waiver, and a Housing Agreement, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8455 (Attachment 2) amends the OCP designation for the subject properties from "Residential Level 6" (RES6) to "Commercial Residential Mixed Use Level 3" (CRM3).

Bylaw 8456 (Attachment 3) rezones the subject site from "Single Family Residential 6000" Zone (RS4) to a new "Comprehensive Development 130" Zone (CD 130) which:

- establishes the permitted residential use;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8457, (Attachment 4) authorizes the District to reduce the DCCs for the six non-market rental units to 'zero'.

Bylaw 8458, (Attachment 5) authorizes the District to enter into a Housing Agreement to secure market and affordable rental units.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing, accessible design features, and electric vehicle charging.

Additional legal documents required for the project will include:

- subdivision plan showing road dedications
- statutory right of way on Mountain Highway for a new sidewalk
- stormwater management covenant
- registration of housing agreement to ensure the rental tenure and affordable units are secured in perpetuity

CONCLUSION

The proposed 140 unit rental building project assists in the implementation of the District's Official Community and the Lower Lynn Implementation Plan (Lynn Creek), and helps to fulfil District housing objectives. The rezoning proposal is now ready for Council's consideration.

SUBJECT: Bylaws 8455, 8456, 8457, and 8458: OCP Amendment, Rezoning, DCC Waiver Bylaw, Housing Agreement Bylaw for 220 Mountain Hwy, 1515-1555 Oxford Street

October 14, 2020

Page 16

Options:

The following options are available for Council's consideration:

1. Give Bylaws 8455, 8456, 8457, and 8458 First Reading and refer Bylaws 8455 and 8456 to a Public Hearing (staff recommendation);
2. Give the bylaws no readings; or,
3. Return the bylaws to staff.

Respectfully submitted,



Casey Peters
Senior Development Planner

Attachments:

1. Detailed Application Drawing Package
2. Bylaw 8455 – OCP Amendment
3. Bylaw 8456 – Rezoning
4. Bylaw 8457 – DCC Waiver
5. Bylaw 8458 – Housing Agreement
6. Facilitator's Report from Public Information Meeting

SUBJECT: Bylaws 8455, 8456, 8457, and 8458: OCP Amendment, Rezoning, DCC Waiver Bylaw, Housing Agreement Bylaw for 220 Mountain Hwy, 1515-1555 Oxford Street

October 14, 2020

Page 17

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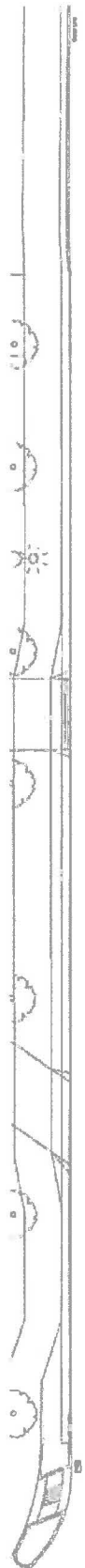
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- ☐ Development Planning _____
- ☐ Development Engineering _____
- ☐ Utilities _____
- ☐ Engineering Operations _____
- ☐ Parks _____
- ☐ Environment _____
- ☐ Facilities _____
- ☐ Human Resources _____
- ☐ Review and Compliance _____

- ☐ Clerk's Office _____
- ☐ Communications _____
- ☒ Finance *PD* _____
- ☐ Fire Services _____
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- ☐ Solicitor _____
- ☐ GIS _____
- ☐ Real Estate _____
- ☐ Bylaw Services _____
- ☒ Planning *1* _____

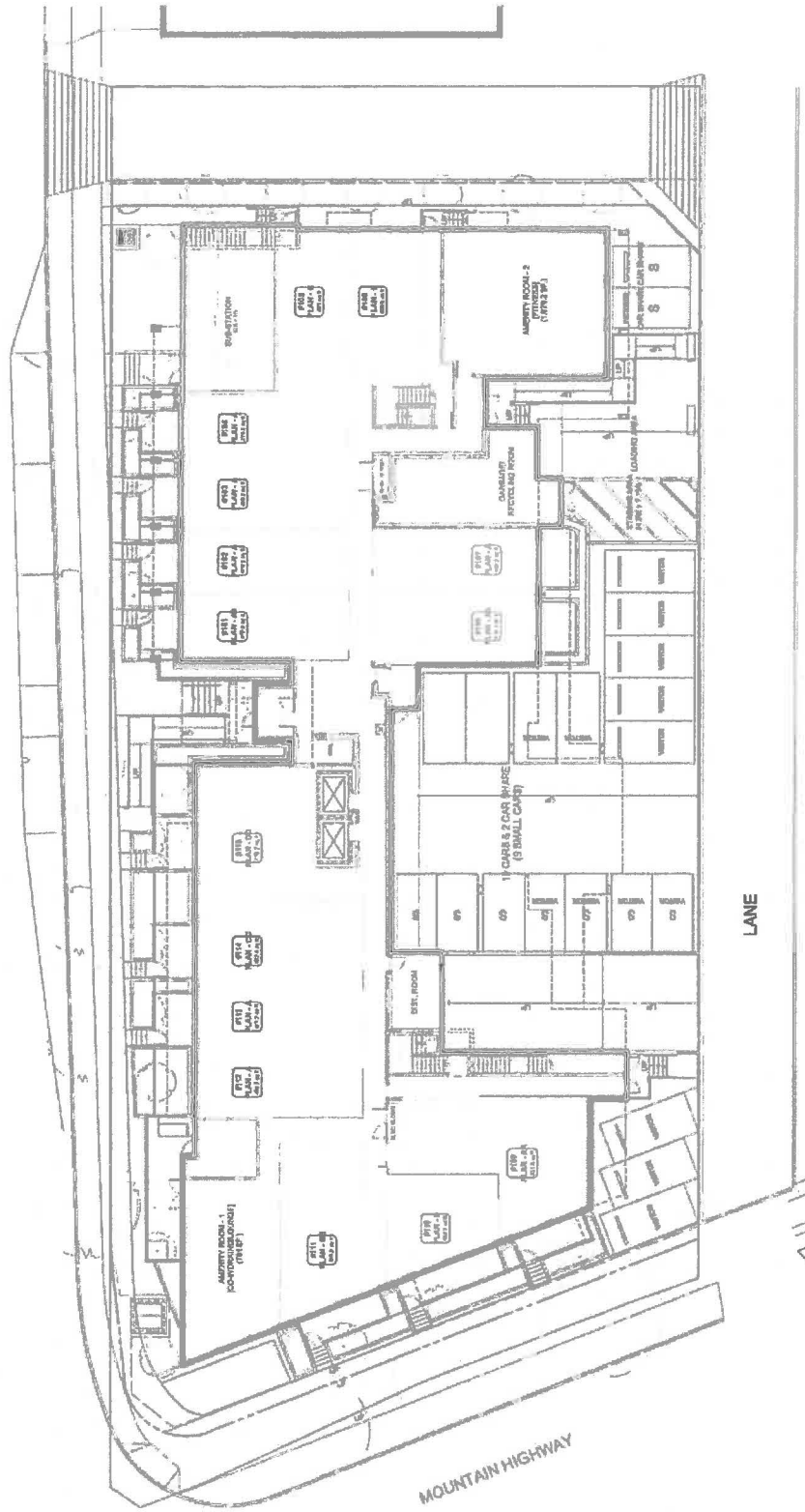
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- ☐ NS Health _____
- ☐ RCMP _____
- ☐ NVRC _____
- ☐ Museum & Arch. _____
- ☐ Other: _____

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OXFORD STREET



MOUNTAIN HIGHWAY

LANE

SITE PLAN
SCALE: 1:500



OXFORD STREET

09075(8104)

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CARDS

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LEVEL - PAVING PARKADE PLAN
SCALE: 1/8" = 1'-0"

TRICOR PACIFIC LANDS
 10000 100th Ave. S.
REDIC:
 10000 100th Ave. S.
eta environmental technology

**YAMAMOTO
ARCHITECTURE**

101-10 and 101-10-000
Vancouver, BC V6T 1B6
7-363-1111, 1-800-363-1111

Endovascular Treatment

3255 Maryland Highway B 14061 Oxford Brook
 Clarksburg, MD

— *Phidippus*

DATE - 5/20/00	TIME - 1:00	TEST NO. -	A2.1
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RESIDENTS:
VISITORS:

PROVIDED (RESIDENTS):

PROVIDED (VISITORS):

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(140 UNITS @ 0.1 VISITOR SPACES PER UNIT)

140 UNITS @ 0.71 CAR / UNIT
99 SPACES
27 SPACES
20 SPACES (12.5 %)
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REQUIREMENTS:

CONCLUSIONS

ELEVATION KEY NOTES

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FOR	THOR PACIFIC

YANABOTO
ARCHITECTURE

1000 10th Street
San Francisco, CA 94103
T: 415.774.1234 F: 415.774.1235

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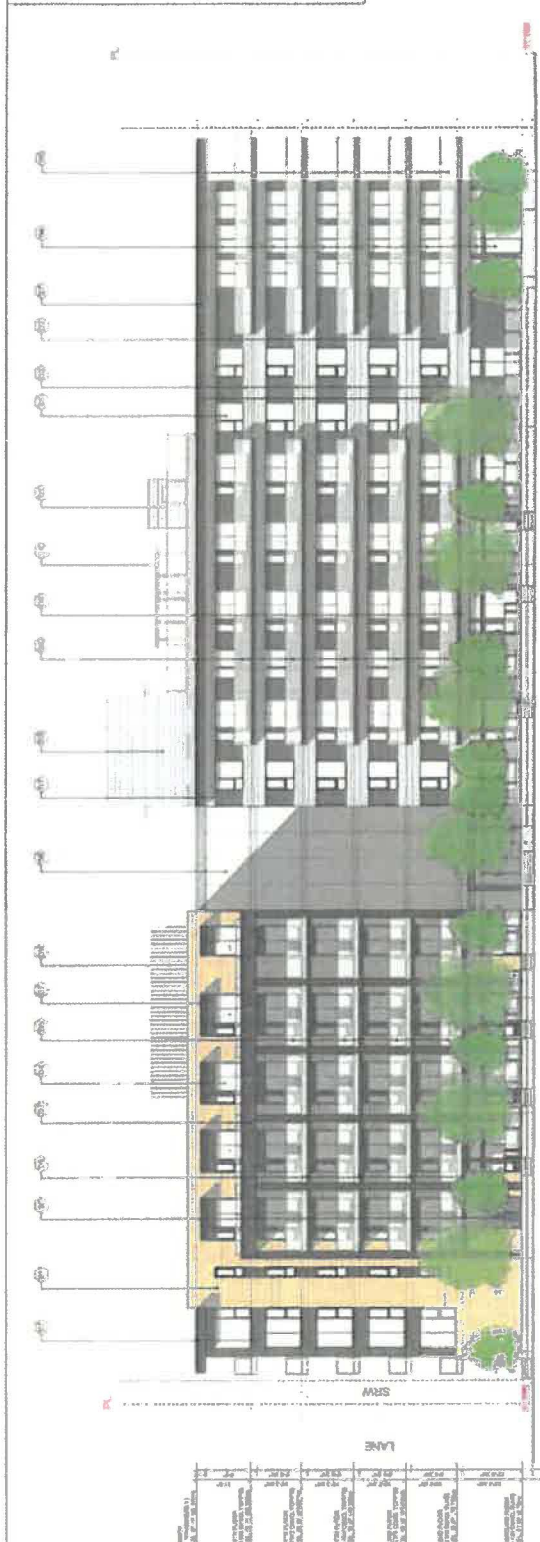
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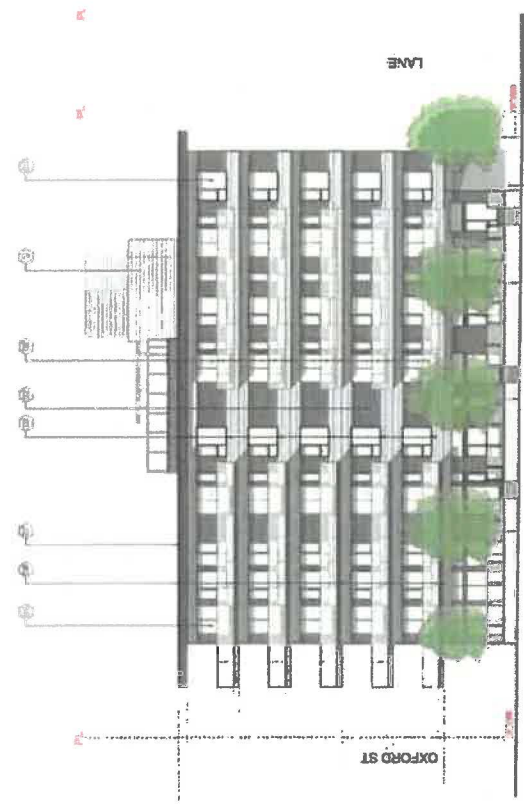
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100 Mountain Highway, West Elevation
San Francisco, CA 94103

100 Mountain Highway, West Elevation
San Francisco, CA 94103



OXFORD STREET ELEVATION
SCALE: 1/8" = 1'-0"



MOUNTAIN HIGHWAY, WEST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

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ALL VERTICAL SURFACES UNLESS SPECIFIED OTHERWISE
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THEOR PACIFIC LANDS

REDIC
 development

eta

DATE	BY	REVISIONS
10/1/2018	10/1/2018	10/1/2018

YANAMOTO
 ARCHITECTURE

1001 - 1001 10th Avenue
 Vancouver, BC V6C 1A5
 T: 604 771 1001 F: 604 771 1002

Residential Apartment

1200 Commercial Highway & 10th Avenue West
 During construction hours only

Building Information

Scale - 1/8" = 1'-0"	Sheet - A3.2
Scale - 1/4" = 1'-0"	Sheet - A3.2
Scale - 1/2" = 1'-0"	Sheet - A3.2
Scale - 3/4" = 1'-0"	Sheet - A3.2
Scale - 1" = 1'-0"	Sheet - A3.2



LANE SOUTH ELEVATION
 SCALE 1/8" = 1'-0"



NEW LANE EAST ELEVATION
 SCALE 1/8" = 1'-0"

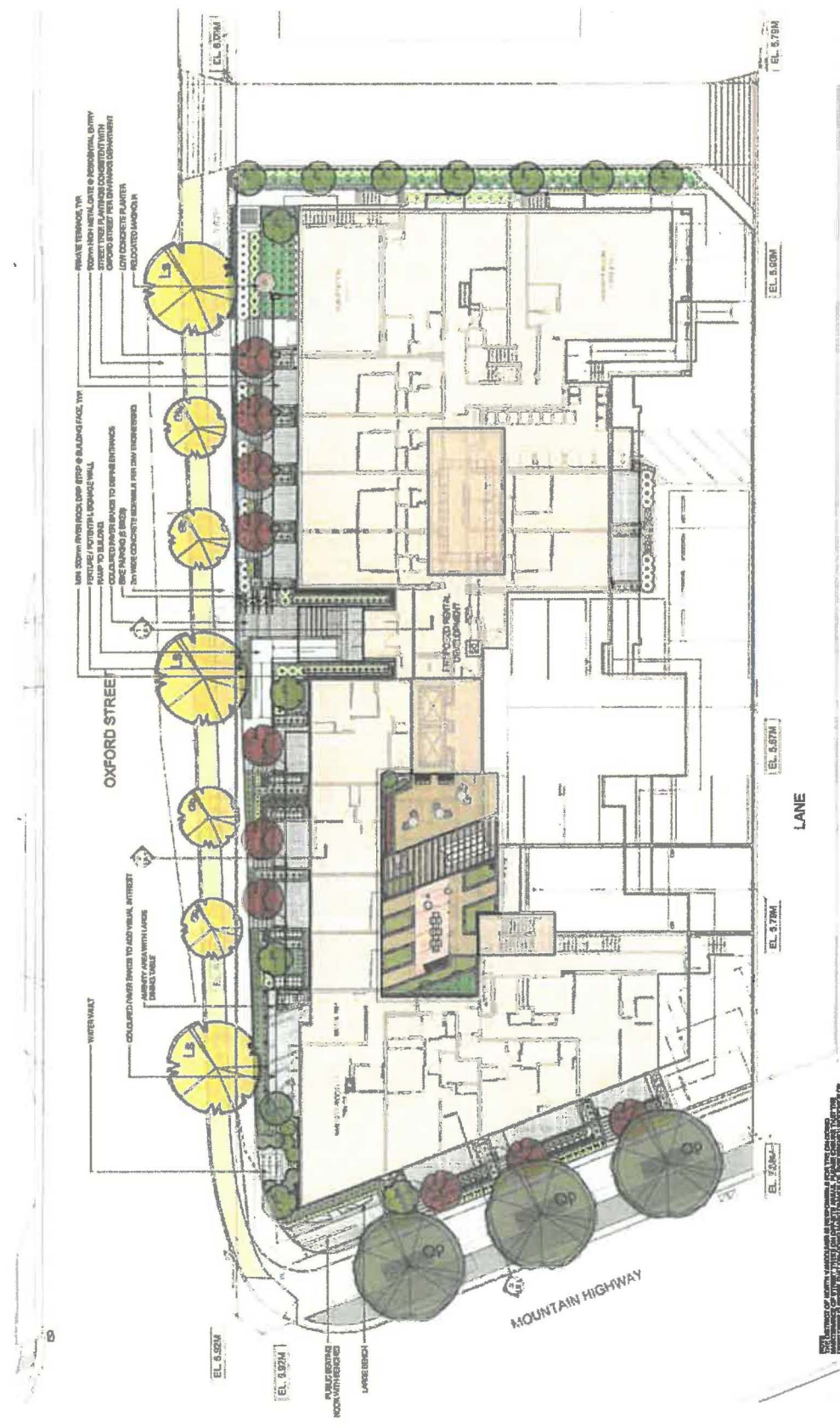
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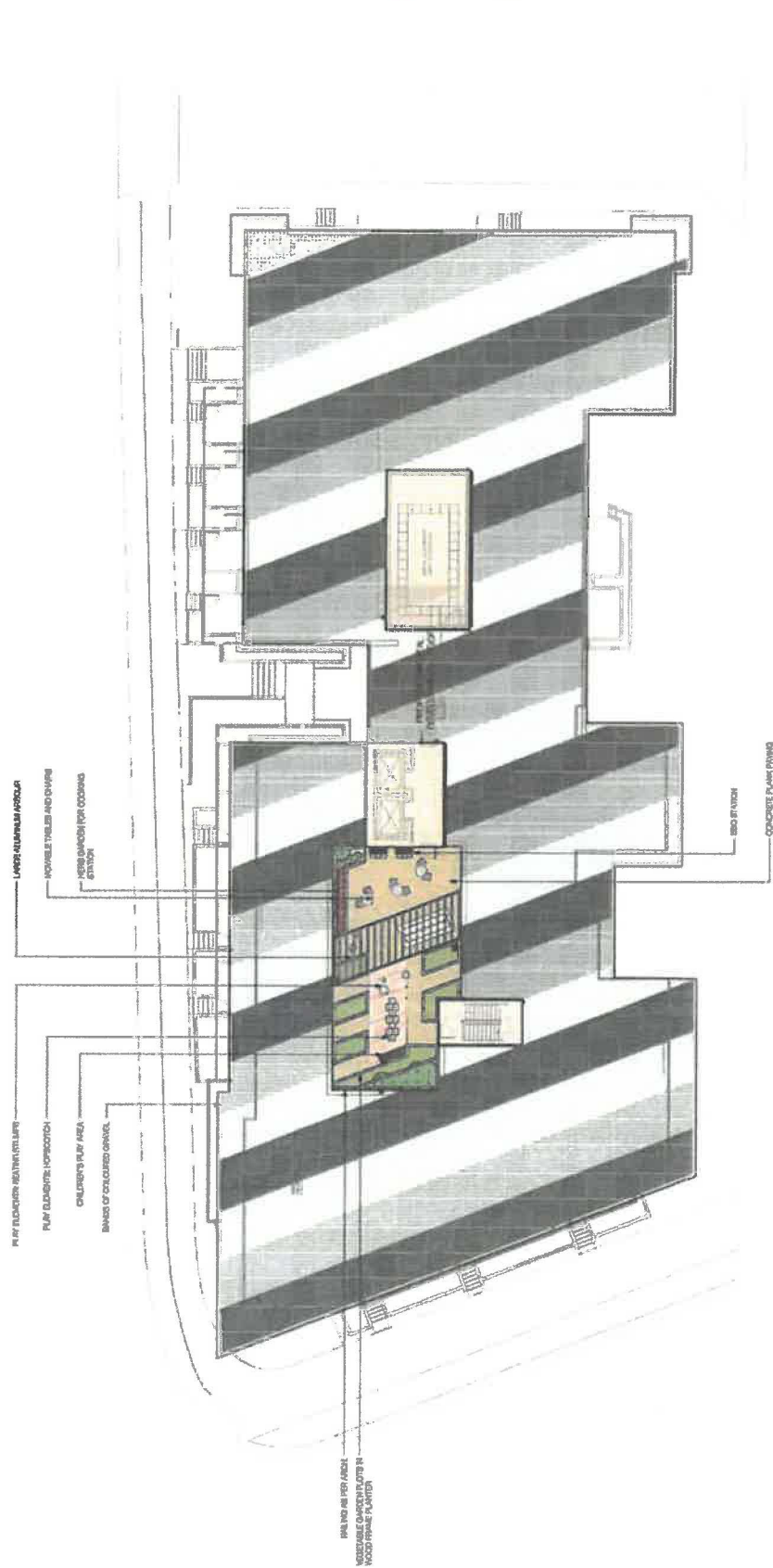
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 Project: **Oxford Street Rental**
 Date: **10/11/11**
 Drawn by: **10/11/11**
 Checked by: **10/11/11**
 Project Manager: **10/11/11**

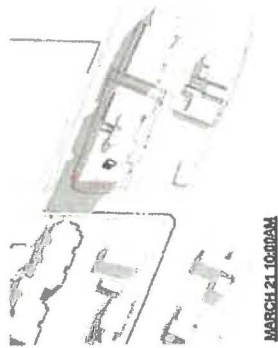
Oxford Street Rental
 221 Mountain Highway to 1555 Oxford Street, District of North Vancouver, B.C.
 Project: **Oxford Street Rental**
 Date: **10/11/11**
 Drawn by: **10/11/11**
 Checked by: **10/11/11**
 Project Manager: **10/11/11**

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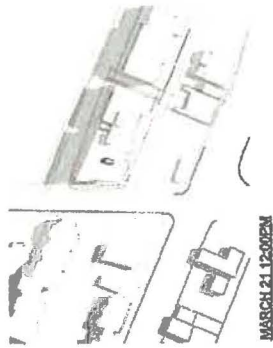


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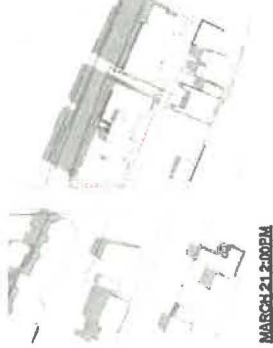




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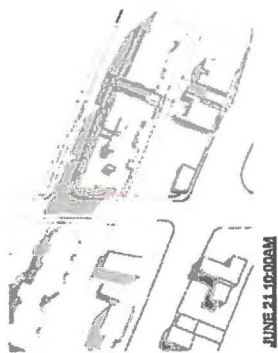
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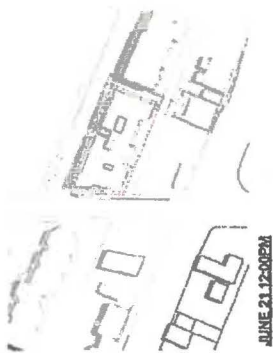
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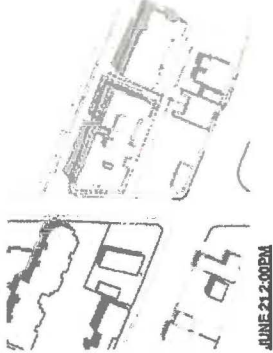
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JUNE 21 10:00AM



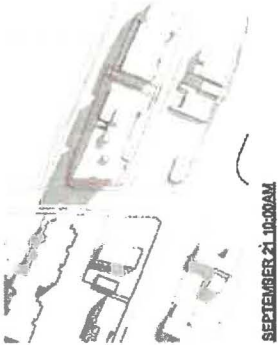
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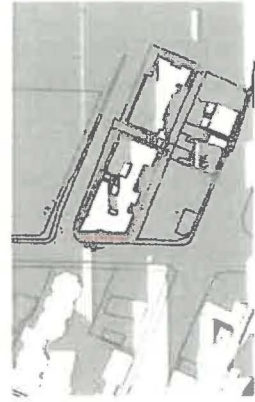
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The Corporation of the District of North Vancouver

Bylaw 8455

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

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

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from “Residential Level 6: Medium Density Apartment” (RES6) to “Commercial Residential Mixed-Use Level 3” (CRMU3)

READ a first time by a majority of all Council members.

PUBLIC HEARING held

READ a second time by a majority of all Council members.

READ a third time by a majority of all Council members.

ADOPTED by a majority of all Council members.

Mayor

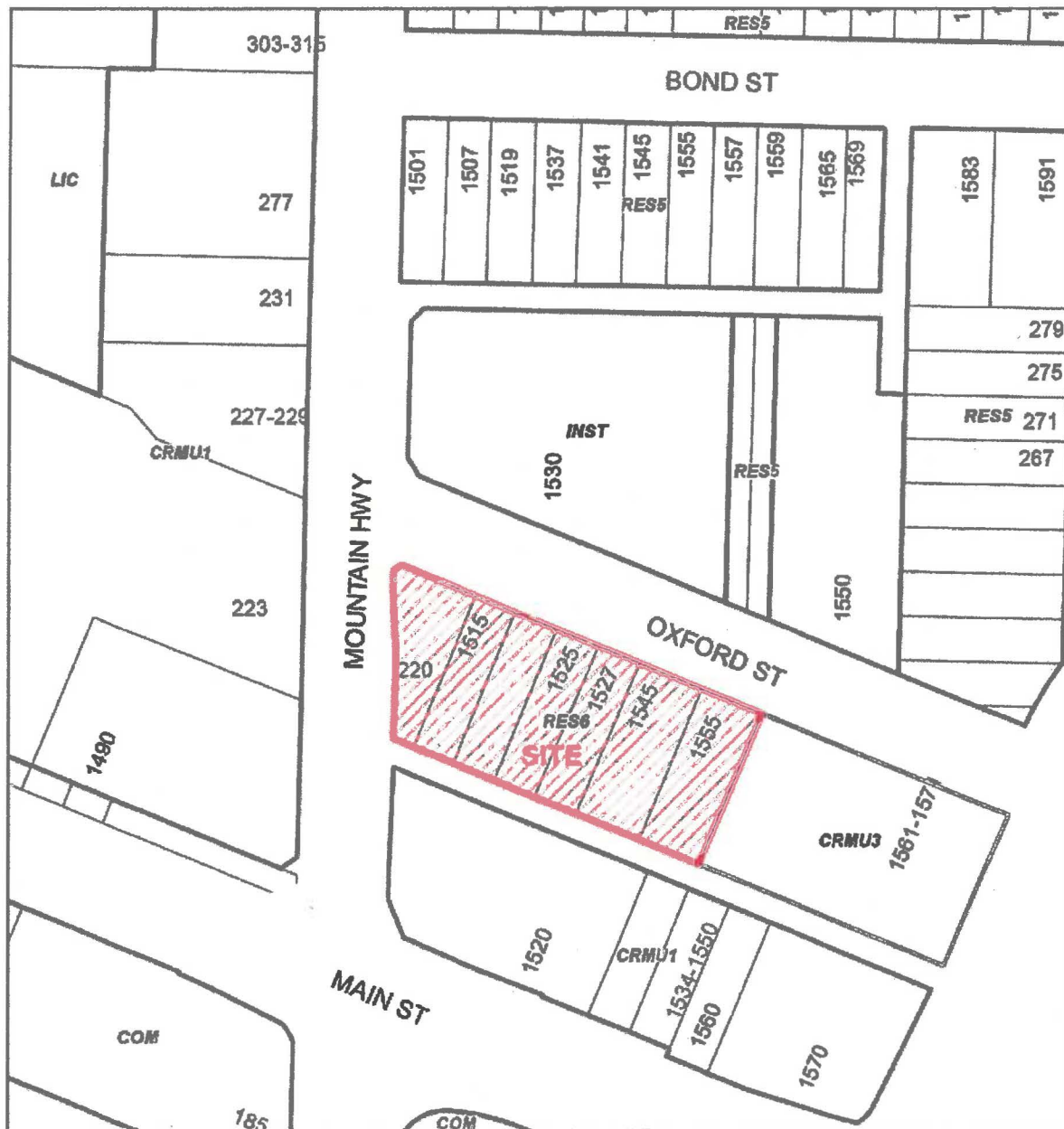
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8455

**District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8455, 2020 (Amendment 41)**



Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 6: Medium Density Apartment" (RES6) to "Commercial Residential Mixed Use Level 3" (CRMU3)



Bylaw 8456

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

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)".

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

- (a) Part 2A, Definitions is amended by adding CD130 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 130 **CD130"**

- (c) **Part 4B Comprehensive Development Zone Regulations** by inserting the following, inclusive of Schedule B:

"4B130 Comprehensive Development Zone 130" CD130

The CD130 zone is applied to:

- i) Lot A Except: Part Dedicated Road on Plan BCP17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);
- ii) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
- iii) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
- iv) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
- v) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
- vi) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
- vii) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

4B 130 – 1 Intent

The purpose of the CD 130 Zone is to permit a medium-density rental residential development.

4B 130 – 2 Permitted Uses

The following *principal* uses shall be permitted in the CD 130 Zone:

a) Uses Permitted Without Conditions:

Not applicable

b) Conditional Uses:

Residential use

4B 130 – 3 Conditions of Use

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

(i) Each dwelling unit has access to private or semi-private outdoor space with the exception of the ground floor units on the east elevation; and

(ii) Balcony and deck enclosures are not permitted.

4B 130 – 4 Accessory Use

a) *Accessory uses* customarily ancillary to the principal uses are permitted.

b) *Home occupations* are permitted in *residential* units.

4B 130 – 5 Density

a) The maximum permitted density is 1,382.7m² (14,883.3 sq. ft.) and 7 residential units.

b) For the purpose of calculating *gross floor area* the following are exempted:

i. Any floor areas below finished grade;

ii. Amenity space(s) to a maximum of 185m² (1,991 sq. ft.);

iii. Mechanical and electrical rooms up to a maximum of 130m² (1,399 sq. ft.);

- iv. Garbage room(s) up to a maximum of 55m² (592 sq. ft.);
 - v. At-grade parking including that which is covered by building above and open on at least one side; and
 - vi. The area of balconies and covered patios.
- c) For the purposes of calculating FSR the lot area is deemed to be 3,072.6 m² (33,073 sq. ft.) being the site size at the time of rezoning.
- d) Balcony and deck enclosures are not permitted

4B 130 – 6 Amenities

- a) Despite Subsection 4B130 – 5, permitted density in the CD130 Zone is increased to a maximum of 9,105 m² (98,005 sq. ft.) *gross floor area* and 140 units if the owner enters into a Housing Agreement to secure the units as rental in perpetuity.

4B 130 – 6 Setbacks

- a) Buildings shall 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:

Setback	Buildings (Minimum Setback)
North (Oxford Street)	4.0m (13.1 ft)
East (Lane)	1.2m (3.9 ft)
West (Mountain Highway)	2.2m (7.2 ft)
South (Lane)	4.4m (14.4 ft)

- b) Decks and patios are excluded from the setback requirements.

4B130 – 7 Height

The maximum permitted height is:

- a) Multi-family apartment building: 23.0m (75.5 ft);

4B 130 – 8 Coverage

- a) Building Coverage: The maximum building coverage is 75%.
- b) Site Coverage: The maximum site coverage is 85%.

4B 130 – 9 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) A 2m (6.6 ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, all with minimum 90% opacity, is required to screen from view:
 - i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
 - ii) any solid waste facility(garbage, recycling, compost with the exception of temporary, at-grade staging areas) or loading areas that are not located underground and/or within a building.

4B 130 – 10 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Parking Requirement
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	0.55 spaces per unit to a maximum of 0.61 spaces per unit
Visitor	0.1 spaces per unit
Car Share	2 spaces
Loading	1 space

- b) Small Car are permitted under the following conditions:
 - i) The ratio of small car parking spaces in the CD130 Zone shall not exceed 53% of the total vehicle parking requirement.
- c) Parking Setbacks from the lane from which parking spaces are directly accessed is permitted to be 0 m (0 ft).

- d) Bicycle parking is required as follows:

Use	Bicycle Parking Requirement
Residents	1.26 spaces per unit
Visitors	6 spaces

- e) Except as specifically provided in 4B130 - 10 (a), (b), (c), and (d) parking shall be provided in accordance with Part 10 of this Bylaw."

- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single Family Residential 6000 zone (RS4) to Comprehensive Development Zone 130 (CD130).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "District of North Vancouver Rezoning Bylaw 1401 (Bylaw 8456)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

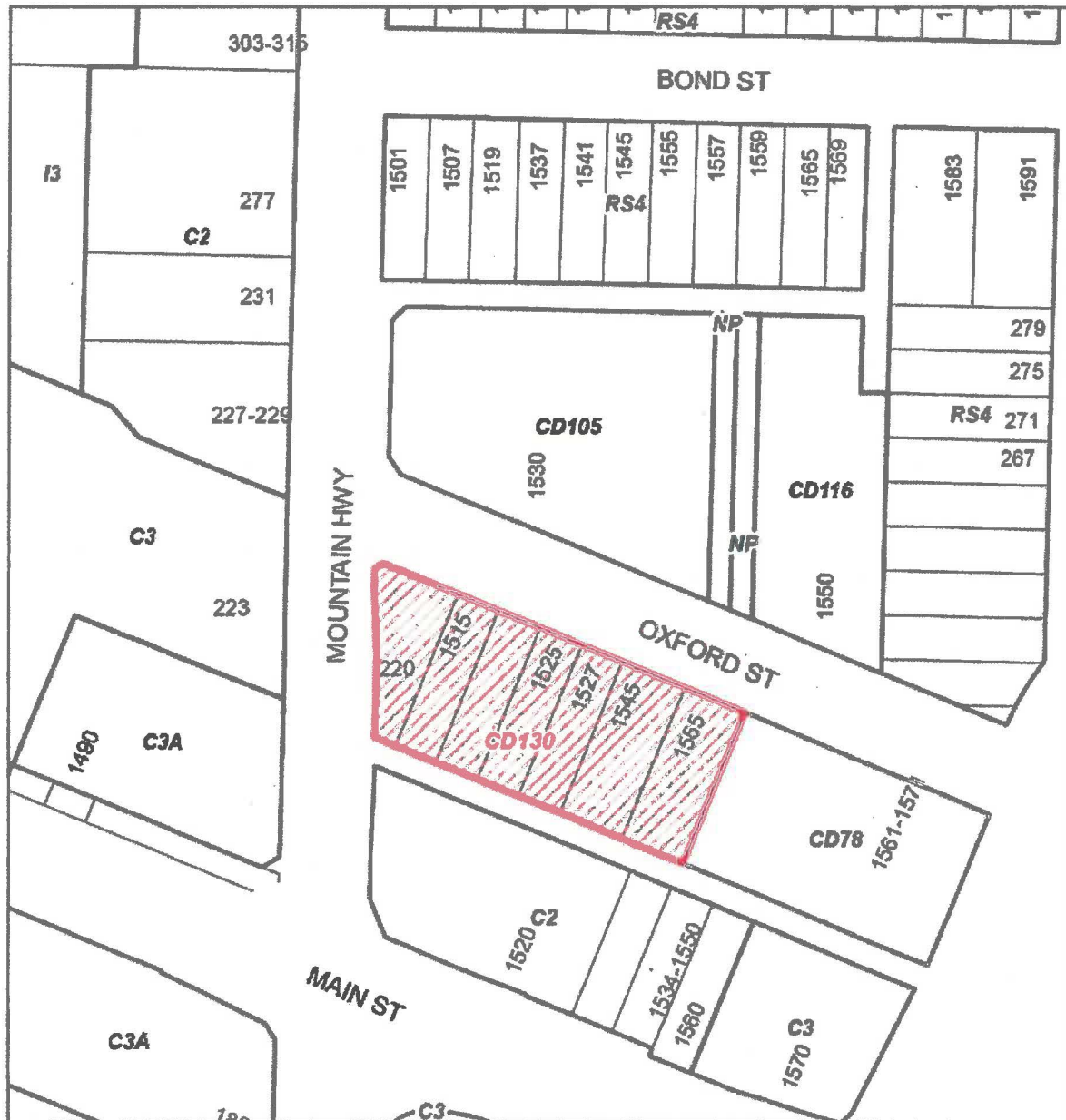
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8456

BYLAW 8456

District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)



SINGLE-FAMILY RESIDENTIAL 6000 ZONE (RS4) TO
COMPREHENSIVE DEVELOPMENT ZONE 130 (CD130)



The Corporation of the District of North Vancouver

Bylaw 8457

A bylaw to waive Development Cost Charges

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

Citation

- 1) This bylaw may be cited as "Mountain Highway Development Cost Charges Waiver Bylaw 8457, 2020".

Waiver

- 2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the lands shown on the attached plan and the development cost charge rates for the Eligible Development are hereby set at zero.
- 3) For the purpose of this Bylaw "Eligible Development" means not more than six (6) affordable rental housing units, each unit not exceeding 50 m² in floor area, to be constructed in the proposed six storey apartment building, and where the affordable rental rate structure is secured by way of an affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time

READ a second time

READ a third time

ADOPTED

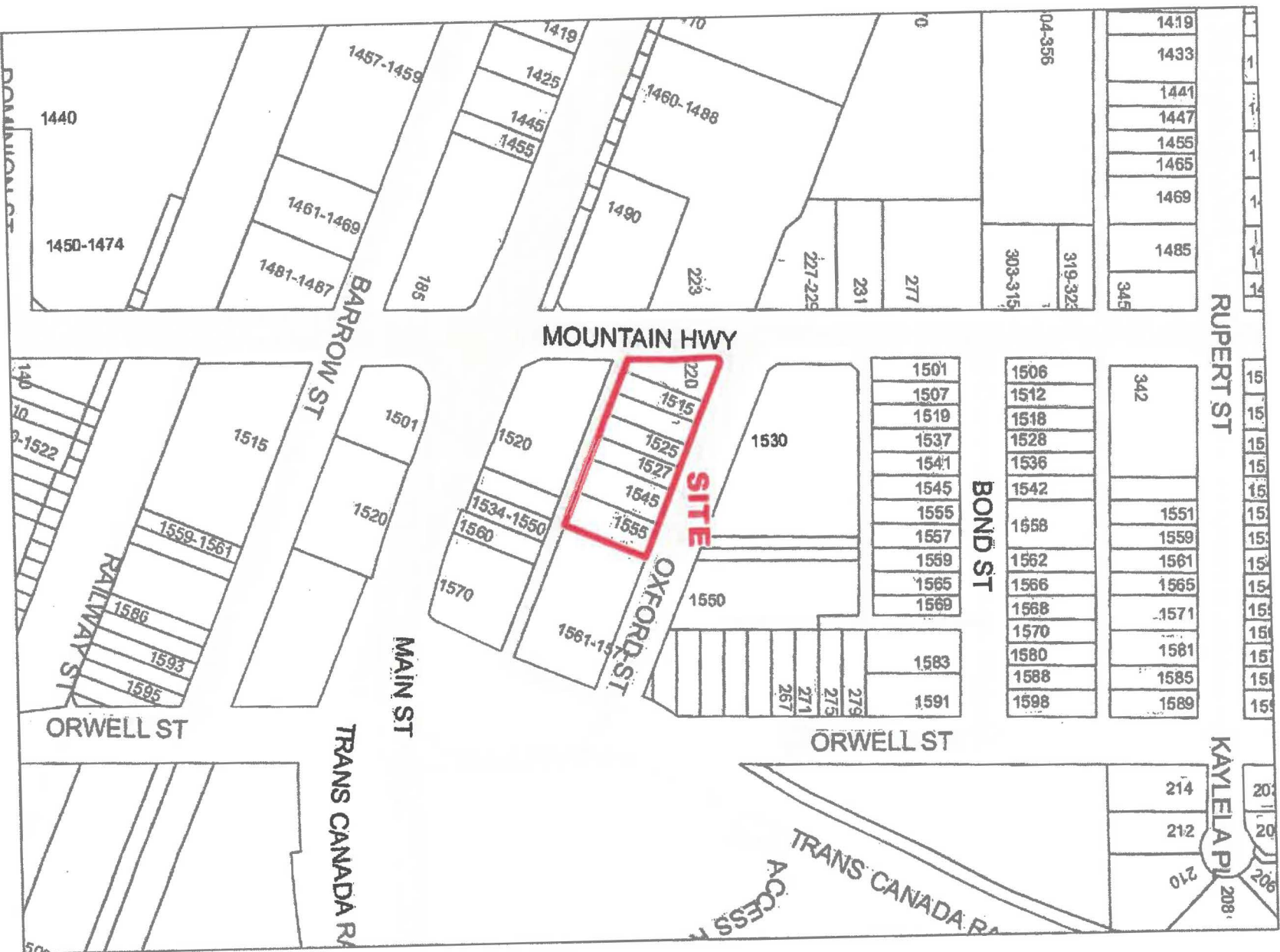
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8457



The Corporation of the District of North Vancouver

Bylaw 8458

A bylaw to enter into a Housing Agreement

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and TPL Developments Oxford GP Inc., Inc. No. BC1079915 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) Lot A Except: Part Dedicated Road on Plan BCP 17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);
 - b) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
 - c) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
 - d) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
 - e) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
 - f) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
 - g) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

Execution of Documents

3. 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 8458

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

THIS AGREEMENT dated for reference the ___ day of _____, 2020

BETWEEN:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hasting Street, Vancouver, BC, V6E 2J3

a company incorporated under the laws of the Province of British
Columbia having an office at

(the "Developer ")

AND:

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

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
- D. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the

Owner hereby acknowledges, the parties covenant and agree pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

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

- (a) “*Affordable Rental Units*” means collectively the studio Dwelling Unit and 5 one bedroom Units, shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 6. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

- (b) “*Annual Allowable Adjustment*” means an increase in the Maximum Rate once each calendar year by the lesser of:

- (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or
- (ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

- (c) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;
- (d) “*Building*” means the building on the Land contemplated by Development Permit No. _____ and by the Development Covenant;
- (e) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);
- (f) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA_____;
- (g) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;

- (h) “Discounted *CMHC Rental Rate*” means for each Affordable Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and
 - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (i) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (j) “*Eligibility Requirements*” means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above;
- (k) “*Land*” has the meaning given to it in Recital A hereto;
- (l) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (m) “*Market Rental Units*” means all of the Dwelling Units in the Building which are not Affordable Rental Units;
- (n) “*Maximum Rate*” means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;
- (o) “*Owner*” means the Developer and any other person or persons registered in the LTO 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;
- (p) “*Proposed Development*” has the meaning given to it in the Development Covenant;
- (q) “*Society*” means a registered housing society approved in writing by the District;

- (r) *“Zoning Amendment Bylaw”* means District of North Vancouver Rezoning Bylaw _____ (No. _____, 2018); and
 - (s) *“Zoning Bylaw”* means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:
- (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
 - (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.
4. **Changing the Discounted CMHC Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.
5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.

7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
- (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and
 - (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.
8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:
- (a) is entered into by the Owner and, as tenant, a person at arm's length from the Owner. For the purpose of this Agreement, "at arm's length" means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.
 - (b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:
 - (i) additional consideration for parking, provided that the additional consideration does not exceed an amount charged from time to time for a parking stall to tenants in the Market Rental Units; and
 - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which

must be included in Maximum Rate no matter who may be providing these services;

- (c) allocates bicycle locker storage space to tenants in the Affordable Rental Units on the same terms and conditions, and with the same priority, as is offered to tenants in the Market Rental Units, except that tenants in the Affordable Rental Units will not be required to pay any amount for bicycle storage locker space;
- (d) does not require the rent to be prepaid at an interval greater than monthly;
- (e) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (f) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (g) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Rental Application Process** – The Owner must:

- (a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
- (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
- (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
 - (i) the person no longer meets the Eligibility Requirements; or
 - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
- (d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.
- 11. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
- 12. **Damages and Rent Charge**
 - (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
 - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
 - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
- 13. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory

or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

14. **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 Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.
15. **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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.
17. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
20. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
21. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;

- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (m) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including"; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the "sole discretion" of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

22. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hasting Street
Vancouver, BC
V6E 2J3

Attention: _____
Fax: _____

- (b) if to the District, as follows:

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

Attention: Director, Planning Permits and Properties
Facsimile: (604) 984-8664

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

23. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
24. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
25. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
26. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights or powers of the District or the approving officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
 - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
27. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
28. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a

contractual obligation, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
30. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Affordable Rental Unit or Market Rental Unit; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
31. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
33. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
34. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
35. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
36. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.

37. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"
THE AFFORDABLE RENTAL UNITS

To be inserted prior to 3rd reading

SCHEDULE “B”
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

	Studio	1 bed
Discounted CMHC Rental Rate	\$996	\$1,228.50

SCHEDULE "C"
STATUTORY DECLARATION

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

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

1. That I am the _____ (director, officer, employee) of _____, (the "Owner") the owner of the land legally described as *[insert legal]* and *[make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true]*.
2. This declaration is made pursuant to the Housing Agreement.
3. On _____:
 - (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm's Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm's Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies _____ (*nil if left blank*); and
 - (b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.
4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.
5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of _____, _____ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

)
)
)
)
)
)

) _____
) **Signature of person making declaration**

A Commissioner for Taking Affidavits for British
Columbia

Schedule A to the Statutory Declaration of _____

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

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220 Mountain Highway and 1515-1555 Oxford Street

Public Information Meeting Summary Report

Event Date: January 31, 2019
Time: 6:30pm – 8:30pm
Location: North Shore Winter Club, 1325 E. Keith Road, North Vancouver
Attendance: 13 members of the public signed in.
Comments: Seven comment sheets, two e-mails, and one phone call were submitted.

Meeting Purpose:

- 1) To present development proposal materials to neighbours
- 2) To provide an opportunity for the public to ask questions about the proposal
- 3) To provide an opportunity for neighbours to comment on the proposal

Notification:
In accordance with District of North Vancouver policies:

Invitation Brochures

Invitations and informational packages were delivered to 228 addresses within a 100m radius from the site, meeting District requirements. Appendix A includes a copy of this package and a map of the distribution area.

Newspaper Ad

A newspaper ad was placed in the North Shore News on Friday, January 25, 2019 and Wednesday, January 30, 2019. A copy of the ad is included in Appendix A.

Notification Signs

A notification sign was installed on the property on January 16, 2019, providing two weeks' notice to neighbours of the meeting. A photograph of the installed sign is provided in Appendix A.

Attendance:
13 members of the public signed in for the meeting. A copy of the redacted sign-in sheet is included in Appendix B.

The following City staff and project team members were in attendance:

District of North Vancouver:

- Casey Peters, Development Planner

Project Team:

- Adel Bellemlih, Redic Development
- Ryan Rohani, Redic Development

- Taizo Yamamoto, Yamamoto Architecture
- Darryl Tyacke, ETA Landscape Architects

Facilitators:

- Steven Petersson, Petersson Planning Consulting
- Katrina May, Petersson Planning Consulting

Overview:

The meeting was held in a Public Information Meeting format. Meeting participants could browse the display boards and engage with the project team directly, followed by a formal presentation and facilitated question and answer period. The facilitator noted questions and comments on a flip chart for all to see.

The participants were invited to submit written comments to the facilitator or to the municipal planner. The comment period remained open from the night of the meeting, January 31, 2019 to February 14, 2019. Seven comment sheets, two e-mails, and one phone call were submitted to the municipal planner.

The general tone of the evening was support for this development proposal. Community members recognized the demand for rental housing in the neighbourhood as a more attainable alternative to home ownership. Questions arose around the construction timeline, the height of the building, whether or not it will be pet-friendly, as well as the rental rates. The suggestion was made to the DNV to consider a parking solution for people taking transit from this area.

The overall development proposal was supported by most participants.

Public Dialogue:

(Q = Question, A = Answer, C = Comment, and the number is to track the dialogue)

- Q1** Will there be public parking for people taking transit from here?
A1 The District does not have control over the MOT parcel nearby. The District has raised the importance of creating some kind of parking at Phibbs Exchange.
- Q2** When will the project be complete?
A2 The estimated timeline is 6 months to 1 year to complete the detailed rezoning application process. With construction, it could be approximately 3 years.
- Q3** What will rental rates be?
A3 Construction prices are changing rapidly. We will not know for at least one year. The rental building next door is a good comparable for pricing.
- C4** There is a huge need for rental. I have friends and clients looking. There are waitlists. I think this is great.
- Q5** Will there be more rental projects in the future?

- A5** A third rental residential application in this neighbourhood has been submitted to the District. A couple of other projects that might have rental units are coming up.
- Q6** Is rental housing a priority for this council?
- A6** The District reviews all development applications, and evaluates them on their merits.
- C7** My daughter was looking for a home in the District. There is not enough rental housing. I hope this project is approved.
- Q8** What is the height of the building?
- A8** Six storeys with a flat roof and roof deck. The building will be wood-frame, which is more sustainable and affordable and puts limits on height. It is proposed to be approximately 60 feet high.
- Q9** Will pets be allowed?
- A9** Every project we do is pet-friendly.

Comment Sheet and Email Summary

Participants were invited to submit comments for a two-week response period after the meeting. Seven comment sheets, two emails, as well as one phone call were submitted. The main themes from the comments received included:

- Support for the project, as rental housing is much needed on the North Shore
- Support for the design of the project
- Suggestion to process this and other rental projects quickly
- Support for the family-friendly (2- and 3-bedroom) and pet-friendly nature of the building
- Suggestion that the project include some 4-bedroom units
- One respondent opined that there was not enough parking in this proposal.

Conclusion

The purpose of this public information meeting was to present to neighbours the proposed rezoning application, and to provide them with an opportunity to ask clarifying questions and comment on the proposal. 228 invitations were distributed by hand to the surrounding community, and 12 community members signed in. Two newspaper ads notified the community of the meeting, and a sign was posted on the property. Seven comment forms, two emails, and one phone call were submitted to the municipal planner.

The public could participate in this process in several ways:

- browsing boards
- talking to the project team and DNV Planner
- watching a presentation
- participating in a facilitated question and answer period
- submitting written comments.

The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening. Participants asked the development team and District planner a variety of questions, mostly related to the shortage of rental housing on the North Shore and their personal challenges in this regard. All of the community members that spoke at the meeting expressed explicit support for this project. Participants noted that families, younger people, and seniors are looking for rental accommodation in the area as an alternative to homeownership. Suggestions were made to prioritize this and other rental housing projects. The community was given ample opportunity to express their views of the proposal.

Appendix A: Notification

Newspaper Advertisement: North Shore News, Friday, January 25, 2019

A16 | THEATRE

nsnews.com northshorenews FRIDAY, JANUARY 25, 2019

Dynamo Théâtre reimagines Romeo and Juliet

Production opens door to new reading of Shakespeare

By **Dynamo Théâtre's What If Romeo and Juliet...**
Presentation House Theatre, Jan. 25-27, pittheatre.org.

JEREMY SHEPHERD
jshepherd@nsnews.com

Those beautiful, busy, star-crowned kids first died about 422 years ago.

Since then Romeo and Juliet have met their respective ends in theatre and high school English classes. Their story has been transformed/updated/butchered to include balletic leaps on New York's West Side, gunfights in Verona Beach, verbiage scurrying in Africa's savannah, pizzeria bombings in Little Italy, and the rambling narration of heavy metal from Lemmy from Motorhead.

But whatever the detour, the grim destination remained. And who could forget the poison, the tomb, the end?

Well, writer/director Jackie Gosselin for one.

She'd read the play as a teenager and was captivated by the words, she says, recalling the way the play's poetry stirred the "pain of love."

But once nestled in Gosselin's subconscious, the play's DNA began to alter. The romance grew stronger



Dynamo Théâtre explores how Romeo & Juliet might have ended differently in a new production, created and directed by Jackie Gosselin, at Presentation House Theatre Jan. 25-27. PHOTO SUPPLIED

while the poison ebbed away as though overcome by antibodies.

Years later, when she began the process of bringing *Romeo and Juliet* to the stage Gosselin didn't consider the climax until speaking with Presentation House Theatre artistic director Kim Selody.

But what about the two dead teenagers at the end? Selody wanted to know.

"I said, 'Oh my God, I forgot,'" she laughs. "I just wanted to put on the stage the love between two children."

The essence of tragedy is the realization that comes too late: I am doomed and it's because of the stuff I did. *Romeo and Juliet* is a tragedy in that the Montague and Capulet parents who realize their obedience to the laws of rivalry destroyed who they love and love itself. But for Romeo and Juliet themselves, it's a disaster: unburdened by insight or epiphany.

But, Gosselin wondered, what if it didn't have to end that way?

The question stayed with her for years as she searched

for the nerve to adapt – and ultimately rewrite – William Shakespeare.

Montreal's Dynamo Théâtre is not a "less company," Gosselin says, explaining her reticence.

And for a company that tells stories with acrobatic movement, Shakespeare seemed protected by an untouchable aura, adds the one general manager Chloe Besser.

But the feeling that she didn't have "the right" to stage *Romeo and Juliet* changed after reading about Rufus Wainwright. The

Canadian singer's use of Shakespeare's sonnets as the basis for an album signalled something important about Shakespeare, she remembers. His work belonged to everyone.

"I must invite Shakespeare to Dynamo Théâtre," she decided. "Shakespeare told me: 'It's OK.'"

But even with the Bard's permission, there were still 300 hours of work ahead.

A circus/theatre company writes with movement, Besser explains.

"The words are not in someone's head but in

someone's body. So we need those bodies to be on stage to express those words."

The stage is sparse except for two staircases representing the feuding families as well as the masculine and the feminine, Besser explains. The actors use that set "like a playground" during the writing process while the musicians compose the show's soundtrack. One informs the other, and then the other informs the one.

Gosselin guided the action and figured out the flourishes, such as incorporating Shakespeare himself.

The bard's disembodied voice grants the production a dramatic dispensation from the rules that govern *Romeo and Juliet*.

What If Romeo and Juliet... takes place over five sequences: the party where they catch one another's eyes, the balcony where they speak the play's most famous words, their farewell, the swordfight, and, of course, the tomb.

But inside that tomb, the play diverges.

What if they can decide for themselves? Gosselin asks. What if they can reject the impositions of society and escape being sacrificed on the altar of their manipulating, worldly parents?

"I would like to open the door on Shakespeare to a young audience," Gosselin says. When you perform for children, she adds, you have to give them light and hope.

"The children are intelligent," she says. "We can give them the choice between the violence and peace."

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Notice of a Public Information Meeting in Your Neighborhood

A redevelopment is being proposed for 220 Mountain Highway and 1515 – 1555 Oxford St. in North Vancouver, to construct a 6-storey purpose-built rental building. You are invited to a meeting to discuss the project:

Date: Thursday January 31st, 2019
Time: 6:30PM
Location of Meeting: North Shore Writer Club
1825 E. Keith Road, North Vancouver

Rodic Development Inc is proposing to construct a 6-storey purpose-built rental building at 220 Mountain Highway and 1515 – 1555 Oxford St.

The proposal is for 134 rental units, which include 62 two-bedroom units, and 5 three-bedroom units. The main pedestrian access to the building will be on Oxford Street, while the access to its underground parking will be through the rear lane. 314 parking stalls are provided for residents and visitors. The proposal also includes improvement to both the Oxford St and Mountain Highway sidewalks, as well as the creation of a new north/south lane to the east of the building.

Project rendering
(South-West facing view from Oxford Street)

Subject property

This information package is being distributed to the owners and occupants within 100m of the proposed development site in accordance with District of North Vancouver policy. If you like to receive a copy or if you would like more information, please contact Ryan Rahani at 778-668-4235 or Casey Peters, Development Planner at 604-990-2388, or bring your questions and comments to the meeting.

Newspaper Advertisement: North Shore News, Wednesday, January 30, 2019

WEDNESDAY, JANUARY 30, 2019 northshorenews nsnews.com

A13

lifestyle

HEALTH 24 | SENIORS 29 | SPORTS 32

Camerman looks at life behind the lens

Book covers CBC debates, dodging NHL slapshots

JEREMY SHEPHERD
jshepherd@nsnews.com

He was most of the way up a mountain tied to a tree with 60 pounds of camera, batteries and film on his back.

Camera operator Michael Varga trained his lens on an empty expanse of sky and snow.

In five minutes or two seconds he'd hear his cue and – Shoo! – a skier would swoop over the horizon like a hawk with a hunger pang.

"And if you blink, he's gone," Varga says. And then you get screamed at by CBC producers, he adds with a chuckle.

For more than 40 years Varga has been behind the lens at World Cups, Stanley Cups, Grey Cups, Olympics, and curling. He's trained his camera on Bill Gates, shared candy with the Dalai Lama and ordered a hamburger for O.J. Simpson.

His recollections, opinions, and ramblings are collected



For more than 40 years Lynn Valley resident Michael Varga captured sports around the world. His recollections are captured in the new self-published autobiography *Inside View*. Photos supplied

In *Inside View: The Eye Behind the Lens*, written by Varga and Roxanne Davies.

While the action of the book takes place across the world, the book itself was born in Lynn Valley.

As a semi-retired reporter, Davies says she has "this ability to sit and listen for hours to people's stories."

Recently, she'd been helping a friend in Cloverdale write

a book. The book was fine.

The commute was awful.

"Driving on Mondays behind those tractor trailers in the rain, in the snow, for two years," Davies recalls.

After deciding she would never do another book in Cloverdale, she found herself chatting with Varga during a Friday night concert in Lynn Valley.

"He starts telling me all

these stories and I go, 'Ding, ding, ding! Here's my next project,'" she laughs.

For his part, Varga seemed nonplussed by the idea.

He couldn't spell and wouldn't know where to start, he told her.

But Davies, Varga says, was unswayed by his protests.

"She just said, 'Look, I'm going to do a book on you whether you like it or not,'"

he recalls.

Davies wanted to write about the efforts we enjoy but never see.

"There's so much we take for granted," Davies says, explaining she'd never watch alpine skiing again without sparing a thought for the "poor schmuck out there who's freezing" with a camera.

The book is written in flashes and bursts and peppered with exclamation points, as though Varga is sitting across the table, trying to get in one more story before the bar closes.

In the space of one page, the narrative jumps from a momentous 1977 lunch with legendary DJ Wolfman Jack to chatting with songstress Celine Dion at the 1991 Juno Awards.

Varga's career began in the early 1970s when he was hoping to pursue a summer job in CBC's mailroom into a career as a camera operator. It was an ambition he'd nursed since he'd been a nine-year-old staring into a 21-inch black and white RCA Victor television.

The plan, however, was dashed in the time it takes a paper airplane to land.

Varga was waiting for his job interview at CBC Vancouver when he saw a friendly face. His buddy, Mark Forrester, was folding

envelopes into airplanes and firing them into mail slots.

"Here, you want to try?" he offered.

Varga's plane had just taken wing when the personnel manager walked in.

The ensuing interview was short but painful.

But while he didn't get the mailroom job, his job application floated in the desk of a technical manager in need of a camera operator.

"If I hadn't folded those paper airplanes, I'd still be working in the mailroom!" Varga writes. "It was fate and a little bit of luck."

He estimates he was sometimes working 100 hours a week, but he loved his job and the perspective it offered.

Early in his career Varga was shooting Quebec pop sensation René Simard.

Simard was known for whipping fans into a frenzy, but the producers of the show assisted in any way they could.

"Awful as it seems by today's standards, occasionally we would feed a live audience of kids chocolate and soda pop to help energize them," he writes.

But what he really loved to do was shoot sports.

Varga seemed most at home shooting hockey games

See Emmy page 22

Notice of a Public Information Meeting in Your Neighborhood

A redevelopment is being proposed for 220 Mountain Highway and 1515 - 1555 Oxford St. In North Vancouver, to construct a 6-storey purpose-built rental building. You are invited to a meeting to discuss the project:

Date: Thursday January 31st, 2017
Time: 6:30 PM
Location of Meeting: North Shore Winter Club
2335 E. Keith Road, North Vancouver

Redic Development Inc is proposing to construct a 6-storey purpose-built rental building at 220 Mountain Highway and 1515 - 1555 Oxford St.

The proposal is for 134 rental units, which include 62 two-bedroom units, and 5 three-bedroom units. The main pedestrian access to the building will be on Oxford Street, while the access to its underground parking will be through the rear lane. 114 parking stalls are provided for residents and visitors. The proposal also includes improvement to both the Oxford St and Mountain Highway sidewalks, as well as the creation of a new north/south lane to the east of the building.



Project Building View
(South-West facing view from Oxford Street)



Subject property

This information package is being distributed to the owners and occupants within 100m of the proposed development site in accordance with District of North Vancouver policy. If you like to receive a copy or if you would like more information, please contact Ryan Rohani at 778-668-4236 or Casey Peters, Development Planner at 604-390-2368, or bring your questions and comments to the meeting.

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1859 Welch Street, North Vancouver

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary Report

Notification Sign: Installed January 16, 2019



Notification Flyers

<p><u>Meeting Agenda:</u></p> <p>Doors Open: 6:30 PM</p> <p>Open House Discussion Start: 6:45PM</p> <p>Presentation: 7:00 PM – 7:45 PM</p> <p>For further information please contact:</p> <table><tr><td>Ryan Rohani 778-668-4236</td><td>Redic Development Inc.</td></tr><tr><td>Casey Peters 604-990-2388</td><td>District of North Vancouver Development Planner</td></tr></table>	Ryan Rohani 778-668-4236	Redic Development Inc.	Casey Peters 604-990-2388	District of North Vancouver Development Planner	<p>Notice of a Public Information Meeting in Your Neighborhood</p> <p>Redic Developments Inc is hosting a Public Information Meeting to present the development proposal for a 134-unit purpose-built rental building at 220 Mountain Highway and 1515 – 1555 Oxford St.</p> <p>This information package is being distributed to the owners and occupants within 100m of the proposed development site in accordance with District of North Vancouver policy</p> <p>Meeting Time and Location:</p> <p>Thursday, January 31st, 2018</p> <p>North Shore Winter Club</p> <p>1325 E. Keith Road, North Vancouver</p>
Ryan Rohani 778-668-4236	Redic Development Inc.				
Casey Peters 604-990-2388	District of North Vancouver Development Planner				

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary Report



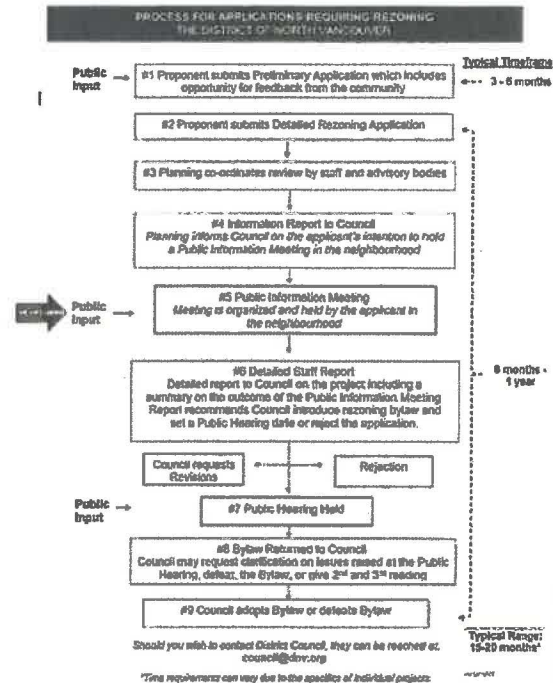
The Proposal:

Redic Development Inc proposes to construct a 6-storey purpose built rental building at 220 Mountain Highway and 1515-1555 Oxford Street.

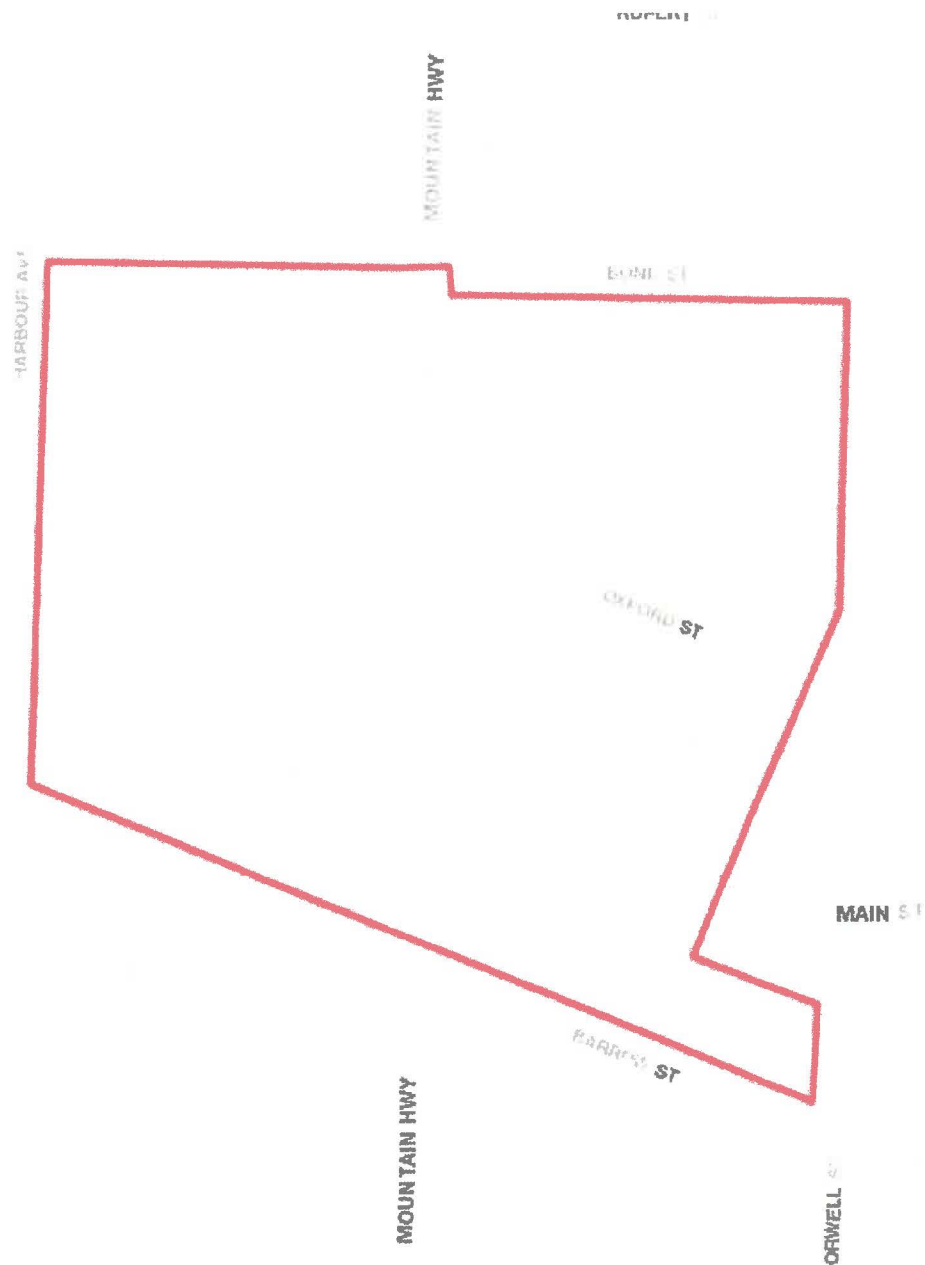
The proposal is for 134 units, which includes 62 two-bedroom units, and 5 three-bedroom units.

The main pedestrian access to the building will be from Oxford Street while the access to its underground parking will be through the rear lane. 114 parking stalls will be provided for residents and visitors.

The proposal also includes improvements to both the Oxford Street and Mountain Highway sidewalks, as well as the creation of a new north/south lane to the east of the building.



Notification Area Map



Appendix B – Public Information Meeting Sign-in Sheet

[illegible]

The personal information collected on this form is done so pursuant to the *Community Overview* and by the Local Government Act and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless it relates to a matter that is controlled by its owner or is controlled by a Court of competent jurisdiction under another Act.

Further information may be obtained by speaking with: The Public Affairs and Outreach Managers of Administration Services at 604-263-7201.

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary
Report

Appendix C – Public Comments: Written Submissions:

COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (fee free to attach additional sheets):

Great project providing much needed
T.O.!! rentals - Beautiful design.
Please accelerate approvals so this
can be built ASAP for all of us
desperate to find housing in
North Van

Your Name: [REDACTED] Street Address: [REDACTED]

Please check this box if you desire your contact information to be available to the applicant: ☒

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org

Document: 3352896

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary
Report

COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

A family friendly and pet friendly rental! This is just a dream for families as the above store we've had since we had been finding a decent rental unit for a long time, so it is a relief to see that things are changing the good way. North Vancouver is a family friendly city/district and there should be more rental opportunities like this one. Thank you!

Your Name _____ Street Address _____

Please check this box if you desire your contact information to be available to the applicant: ☒

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Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org

Document: 3352896

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary Report

COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

This project is very elegant and will be a fantastic addition to the neighbourhood.

There is an ~~strong~~ increasing demand for rentals in the whole district, while this project is a huge help, we still need more rental space.

Thanks for all the hard work District of North Vancouver.

Your Name: _____ Street Address: _____

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To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

The design of the building looks absolutely lovely & modern. This gives a fresh new feel to a very much needed look in this neighborhood. The rooms with 2 + 3 bedrooms are much needed and have a big demand. This project will definitely have many people excited I hope it gets through!

Your Name

Street Address

Please check this box if you desire your contact information to be available to the applicant: ☐

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PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

Definitely needed project in the neighbourhood
The height is kept to a very reasonable scale
compare to the big DENT homes nearby.
In favor of this project.

Your Name _____

Street Address _____

Please check this box if you desire your contact information to be available to the applicant: ☐

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PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

I oppose this proposal.

Your Name _____ Street Address _____

Please check this box if you desire your contact information to be available to the applicant: ☐

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Document: 5352895

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COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

We feel there is a need for rental property, especially since our [redacted] was looking for a place to live in and could only find a dark small basement at an exorbitant price to rent out of necessity.

Your Name [redacted] Street Address [redacted]

Please check this box if you desire your contact information to be available to the applicant: ☐

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220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary Report

Casey Peters

From: [REDACTED]
Sent: January 28, 2019 3:33 PM
To: Casey Peters
Subject: Re: Questions re:220 Mtn Hwy

Importance: High

Hi Casey,

Thank you for taking the time to respond to my questions and for sharing the outdoor plan. I do appreciate it.

At this public information stage of the application, I wish to make it known that I would like to see the inclusion of more market rentals that are sized for larger families (ie SOME 4 bedroom units) such as ones that Mosaic is including in their rental building— flex-units that have 3 beds plus the flex/lock off that would allow for either a larger family with parents and children, or for a grandparent to live with them. Knowing the difficulty our [REDACTED] family is encountering in finding a comparable replacement place/space to rent, purpose built rentals should be built across a diverse spectrum.

I would appreciate if you would ensure these comments are included in the public feedback. I wish I could be there but am unable this week.

Thanks for reading.

Best,

[REDACTED]

[REDACTED]

----- Original Message -----
From: Casey Peters
To: [REDACTED]
Sent: Monday, January 28, 2019 8:11 AM
Subject: RE: Questions re:220 Mtn Hwy

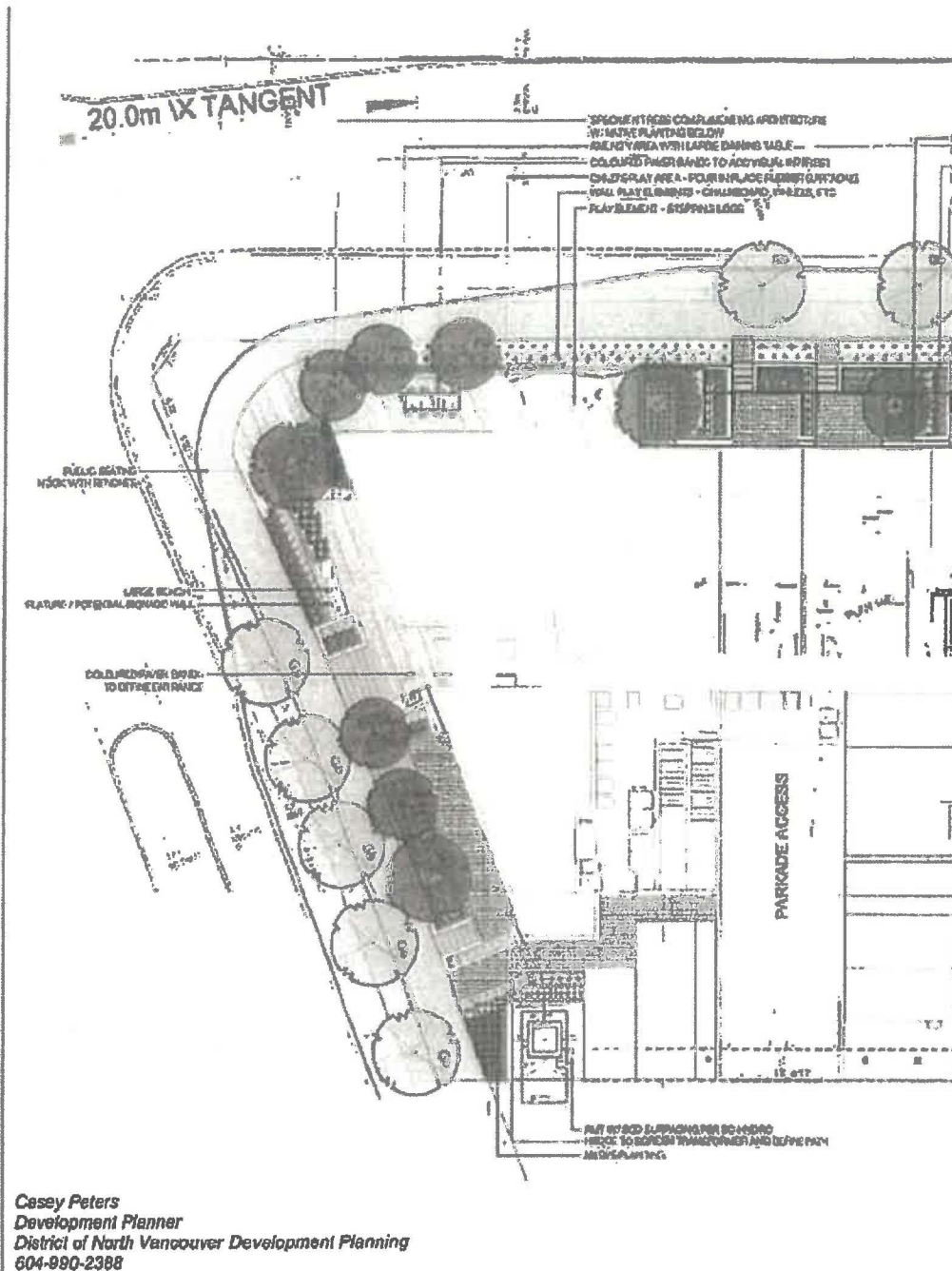
Hello [REDACTED]

Happy new year to you as well.

The project proposes 134 rental units with a proposed unit mix is as follows:
15 studio
52 one-bedroom
62 two-bedroom
5 three-bedroom

There is an indoor amenity space proposed at the northwest corner of the building and an adjacent outdoor amenity space that includes a large dining table and children's play area. I've included a "snip" of the landscape plan below.

220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary
Report



220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary
Report

cpeters@dnv.org

From: [REDACTED]
Sent: January 25, 2019 5:27 PM
To: Casey Peters <PetersC@dnv.org>
Subject: Questions re:220 Mtn Hwy

Hi Casey,

Happy New Year!

I have a couple questions about the aforementioned proposed development. Unfortunately Jan 31 is [REDACTED] so I won't be able to attend the info meeting, but I'm curious about the unit mix here. News ad says 5 3 bedrooms. Are there any 4 bedroom units proposed? 62 two bedrooms. What is the other unit mix? Is there any outdoor space?

I tried to find more info on dnv.org but didn't see anything.

I look forward to hearing from you.

Kindly,

[REDACTED]

Sent from my Samsung Galaxy smartphone.

[REDACTED] (by phone) Jan 30
[REDACTED]

- lack of parking in proposal
- residents will have one car each.
- on-street parking is already difficult in the neighborhood.

*Can't attend Pim.