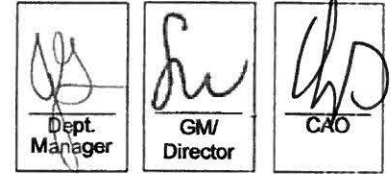


AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>July 10, 2023</u>
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

June 14, 2023
File: 08.3060.20/064.21

AUTHOR: Genevieve Lanz, Deputy Municipal Clerk

SUBJECT: Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)" is given SECOND and THIRD Readings;

AND THAT "District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw (Rental Only) 8624, 2023" is given SECOND and THIRD Readings;

AND THAT "1541 - 1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaw 8623, 8622, 8624, 8625 received First Readings on May 15th, 2023. A Public Hearing for Bylaws 8623 and 8622 was held and closed on June 13th, 2023.

The bylaws are now ready to be considered for Second and Third Readings by Council.

Options:

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

Bylaws 8623, 8622, 8624, 8625: OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

June 14, 2023

Page 2

Respectfully submitted,



Genevieve Lanz
Deputy Municipal Clerk

Attachments:

1. Bylaw 8623
2. Bylaw 8622
3. Bylaw 8624
4. Bylaw 8625
5. Public Meeting Report dated June 13th, 2023
6. Staff report dated May 2nd, 2023

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 _____	
<input type="checkbox"/> Climate and Biodiversity _____		

The Corporation of the District of North Vancouver

Bylaw 8623

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 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)”.

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:
 - i. changing the land use designation of the properties on Map 2 from “Residential Level 5: Low Density Apartment” (RES5) to “Residential Level 6: Medium Density Apartment” (RES6) and “Parks, Open Space, and Natural Areas” (POSNA); and
 - ii. changing the land use designation of the portions of lane allowance on Map 2 to “Residential Level 6: Medium Density Apartment” (RES6) and “Parks, Open Space, and Natural Areas” (POSNA).

READ a first time May 15th, 2023

PUBLIC HEARING held June 13th, 2023

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

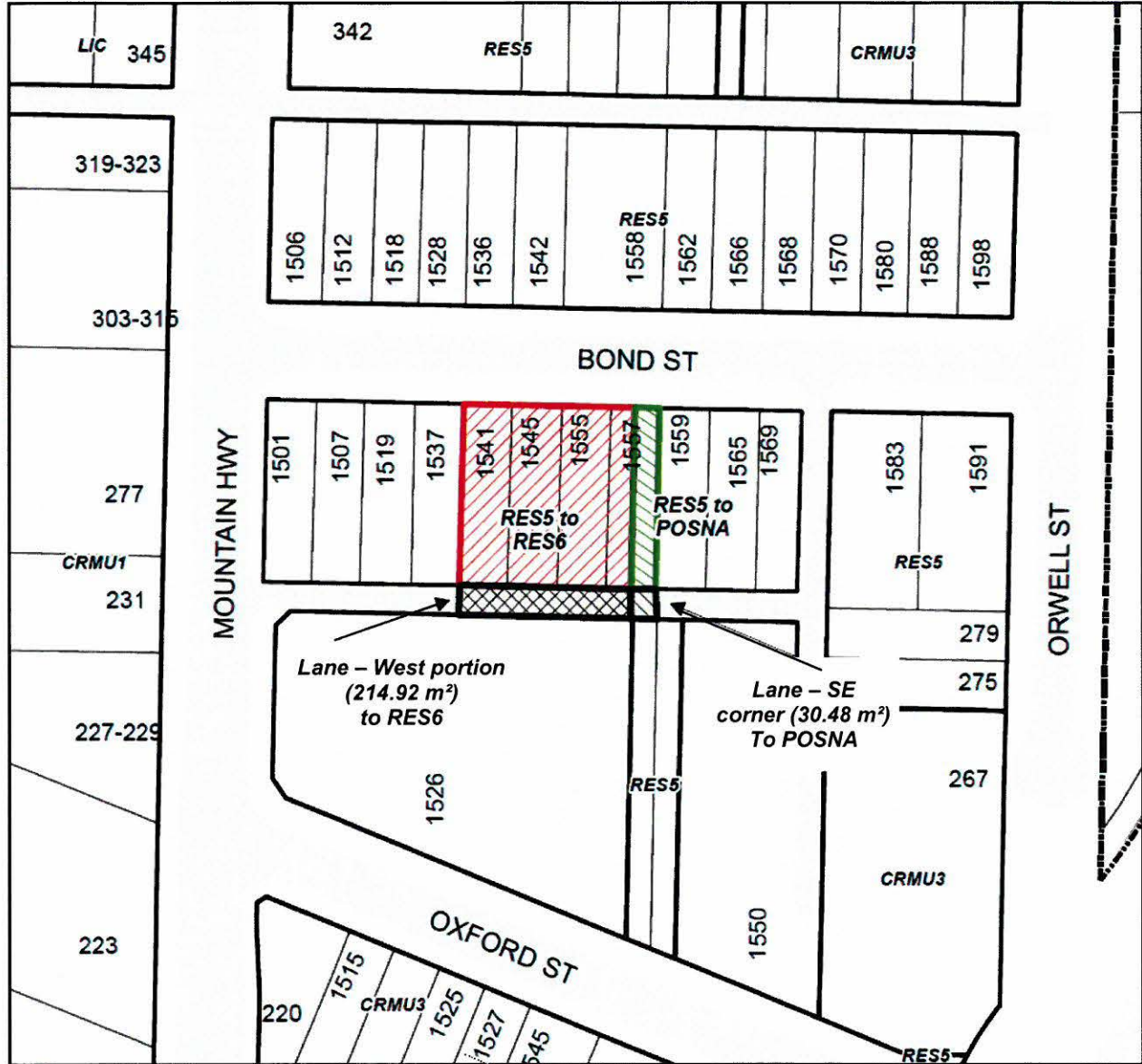






Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8623

District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8623, 2023 (Amendment 48)



- 
 Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 5: Low Density Apartment" (RES5) to "Residential Level 6: Medium Density Apartment" (RES6). (1,310.48 m² in area)
- 
 Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 5: Low Density Apartment" (RES5) to "Parks, Open Space, and Natural Areas" (POSNA). (5 m wide and 185.92 m² in area)
- 
 Map 2 Lane - West (214.92 m² in area) to RES6
- 
 Map 2 Lane - SE corner (30.48 m² in area) to POSNA



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The Corporation of the District of North Vancouver**Bylaw 8622**

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

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 Rezoning Bylaw 1425 (Bylaw 8622)".

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
 - a) Part 2A, Definitions is amended by adding CD 144 to the list of zones that Part 2A applies to.
 - b) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 144 CD 144"
 - c) Part 4B Comprehensive Development Zone Regulations by inserting the following:
"4B144 Comprehensive Development Zone 144 CD 144"

The CD 144 zone is applied to:

- i.) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- ii.) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- iii.) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- iv.) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- v.) the portion of lane allowance,

all as indicated in Schedule A.

4B 144 – 1 Intent:

The purpose of the CD 144 Zone is to permit a residential rental apartment building.

4B 144 – 2 Permitted Uses:

The following *principal* uses shall be permitted:

a) Use Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 144 – 3 Conditions of use, are met:

Residential use.

4B 144 – 3 Conditions of Use:

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

- i.) Each *residential* unit has access to private or semi-private outdoor space; and
- ii.) Balcony, patio and deck enclosures are not permitted.

4B 144 – 4 Accessory Use:

- a) *Accessory Uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential rental* units.

4B 144 – 5 Density:

- a) The maximum permitted density is limited to a *gross floor area* of 673.2 m² (7,246.3 sq. ft.) and 4 *residential* units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i.) Parking, storage, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
 - ii.) Indoor common amenity and common laundry facility areas accessory to a residential use up to a maximum of 44 m² (473.6 sq. ft.);
 - iii.) Mechanical and electrical rooms and elevator machine room and associated access corridor(s) located above the flood construction level up to a maximum of 77 m² (900 sq. ft.);
 - iv.) Above grade storage area(s) excluding in-unit storage up to a maximum of 144.2 m² (1,552.2 sq. ft.); and,
 - v.) The floor area of balconies and covered patios.

4B 144 – 6 Amenities:

- a) Despite Subsection 4B144 – 5, permitted density in the CD 144 Zone is increased to a maximum of 4,650.2 m² (50,054 sq. ft.) *gross floor area* and 65 *residential* units if the following conditions are met:
 - i.) A Housing Agreement is entered into securing a minimum of 65 *residential units* of which a minimum of 6 *residential* units are secured to be operated as non-market units;
 - ii.) \$15,000 is contributed to public art; and
 - iii.) \$219,767.12 is contributed to Green Spine linear park construction.

4B 144 – 7 Setbacks:

- a) Buildings shall be set back from the new property lines to the closest building face, excluding any underground or partially-exposed parking structure, in accordance with “Table 1” and as indicated in an approved Development Permit:

Table 1	
Setback Location	Minimum Required Setback
North (Bond Street)	2.74 m (9 feet)
East	2 m (6.58 feet)
South	4.88 m (16 feet)
West	2.44 m (8 feet)

- b) Balconies, decks, patios and roof overhangs are excluded from the setback requirement.

4B144 – 8 Height:

The maximum permitted height is as follows:

- a) Residential apartment building: height shall not exceed 21 m (69 ft).

4B 144 – 9 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 144 – 10 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 2 m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping or a combination thereof, 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 (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

4B 144 – 11 Flood Construction Requirements:

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

4B 144 – 12 Parking, Loading and Service Regulations

- a) Parking is required in accordance with “Table 2”:

Table 2	
Use	Parking Requirement
Resident	Minimum of 0.33 spaces / unit
Visitor	Minimum of 0.09 spaces / unit
Accessible	Minimum of 5 spaces

- b) The provision of small car parking spaces shall not exceed 35% of the total vehicle parking requirement.
- c) Of the total resident parking requirement, a maximum of one space may be utilized as a car share vehicle parking space.
- d) Bicycle storage is required in accordance with “Table 3”:

Table 3		
Use	Minimum Class 1 (Long Term) – Secure Bicycle Storage	Minimum Class 2 (Short Term) – Bicycle Storage
<i>Residential</i>	1.7 spaces / unit	0.09 spaces / unit

- e) Except as specifically provided in this section 4B 144 -12, 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 lots from Single Family Residential 6000 zone (RS 4) to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lane to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).

READ a first time May 15th, 2023

PUBLIC HEARING held June 13th, 2023

READ a second time

READ a third time

Certified a true copy of “Bylaw 8622” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

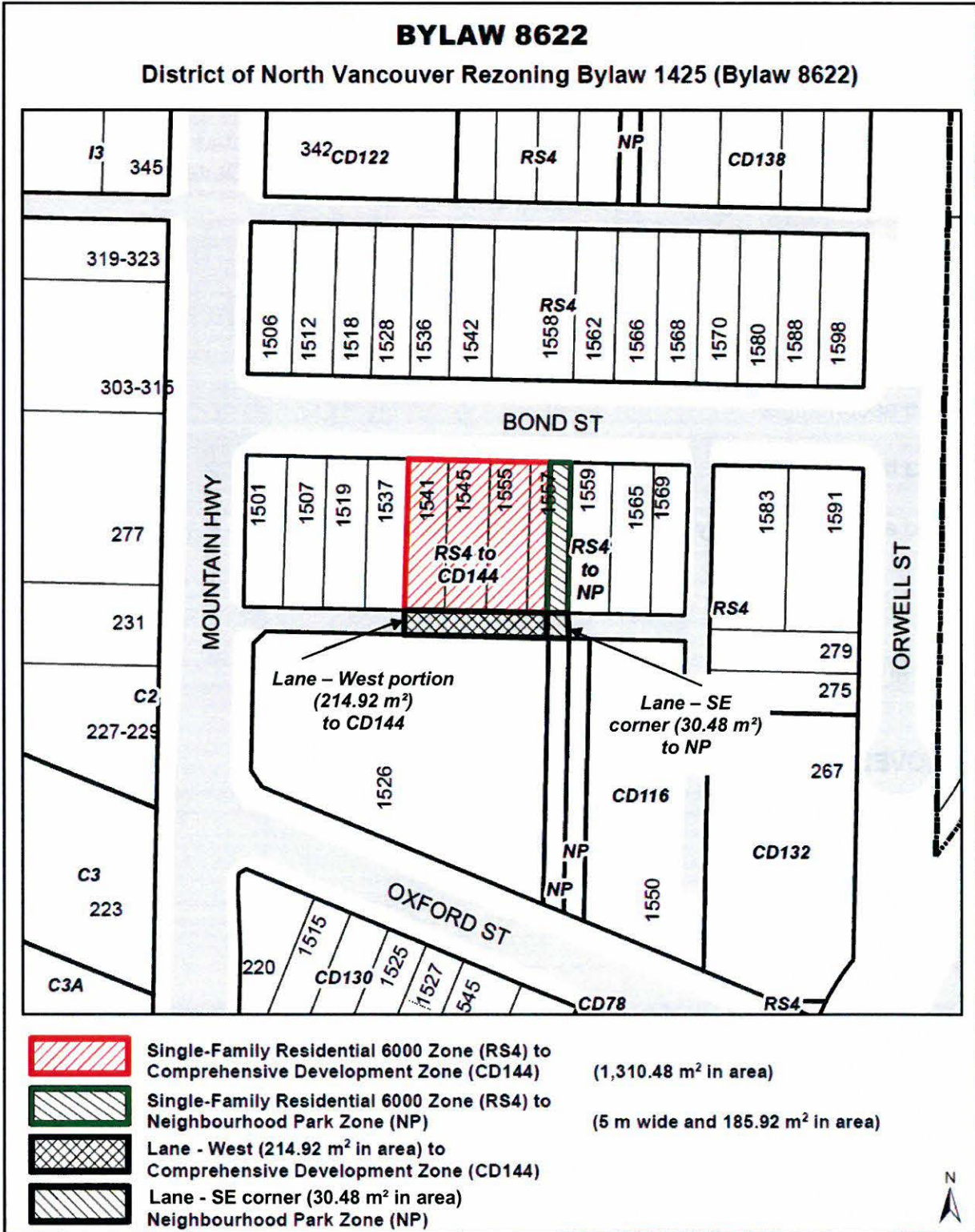
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8622

BYLAW 8622

District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)



The Corporation of the District of North Vancouver

Bylaw 8624

A bylaw to enter into a Housing Agreement (1541-1557 Bond Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw (Rental Only) 8624, 2023".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Pure Living Bond Street G.P. Ltd. (Inc. No. 1141329) substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold on the sketch plan attached hereto as Schedule "B":

- a) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- b) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- c) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- d) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- e) the portion of closed road.

3. Execution of Documents

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

READ a first time May 15th, 2023

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk



Schedule A to Bylaw 8624, 2023

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

PURE LIVING BOND STREET G.P. LTD. (Inc. No. 1141329)
a corporation incorporated under the laws of the Province of British
Columbia with an office at #200 – 50 Fell Street, North Vancouver,
BC V7P 3S2

("Pure Living")

AND:

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

(the "District")

WHEREAS:

- A. Pure Living 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 "Lands");
- 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 905 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 Lands; and
- D. Pure Living and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands 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 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Pure Living 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:

- (i) 2 studio residential Dwelling Units;
- (ii) 2 one-bedroom residential Dwelling Units;
- (iii) 1 two-bedroom residential Dwelling; and
- (iv) 1 three-bedroom residential Dwelling Unit,

in the Rental Building, all of which said affordable rental units are, or will be, designed, located and configured in accordance with the requirements, criteria and approvals set out in the Development Covenant, and “*Affordable Rental Unit*” means one of the Affordable Rental Units;

(b) “*Annual Allowable Adjustment*” means an increase in the Discounted Rental 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 annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder; or
- (iii) the average annual percent increase over the previous calendar year in the rent charged for the market rental units in the Market Rental Units Remainder Parcel of similar size which are occupied at any time during the previous calendar year.

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

(c) “*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);

(d) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;

(e) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;

(f) “*Discounted Rental Rate*” means for each studio, one-bedroom, two-bedroom and three-bedroom Affordable Rental Unit:

- (i) for the calendar year in which a certificate of occupancy is issued for the Rental Building by the District, the lesser of:
 - A. the rate set out in Schedule “A” 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
 - B. 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and three-bedroom Affordable Rental Units, as applicable; 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;
- (g) *" Dwelling Unit "* means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (h) *" Eligibility Requirements "* means:
 - (i) 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 Discounted Rental Rate for the Affordable Rental 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; and
 - (ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a two bedroom Affordable Rental Unit;
- (i) *" Lands "* has the meaning given to it in Recital A hereto;
- (j) *" LTO "* means the Lower Mainland Land Title Office and any successor of that office.

- (k) “*Market Rental Units*” means all of the Dwelling Units in the Rental Building which are not Affordable Rental Units, and “*Market Rental Unit*” means one of the Market Rental Units;
- (l) “*Master Development Plan*” has the meaning given to it in the Development Covenant or in the Replacement Covenant, as the case may be;
- (m) “*Owner*” means Pure Living 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;
- (n) “*Rental Building*” means the apartment building containing the Rental Dwelling Units constructed or to be constructed on the Lands generally as shown on the Master Development Plan;
- (o) “*Rental Dwelling Units*” means at least 65 Dwelling Units, including the Affordable Rental Units, in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
- (p) “*Replacement Covenant*” has the meaning given to in the Development Covenant;
- (q) “*Society*” means either (i) a registered housing society or (ii) a non-profit society at arms’ length to the Owner, but which may be formed by the Owner, and which is permitted pursuant to the provisions of Section 49.1 of the *Residential Tenancy Act* to terminate a residential tenancy agreement where the tenant or other occupant ceases to qualify for a “subsidized rental unit” (as defined in the *Residential Tenancy Act*), in each case approved in writing by the District, acting reasonably;
- (r) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan);
- (s) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1425 (No. 8622, 2023); and
- (t) “*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. **Rental Building** – The Rental Building must contain at least 65 Rental Dwelling Units including the Affordable Rental Units.
3. **No Subdivision** – The Lands and any improvements from time to time thereon (including without limitation the Rental Building), may not be subdivided by any means whatsoever,

including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

4. **The Housing Society** – Prior to the date that is 90 days after issuance of the building permit for the Rental Building, and in any event prior to marketing any Affordable Rental Units or Market Rental Units in the Rental Building for rent and prior to entering into any residential tenancy in respect of any said rental units; the Owner must
 - (a) enter 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) cause 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.

For clarification, this section will not prohibit the Owner from offering the Lands for sale, or entering into a purchase agreement for the sale of the Lands.

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 other than a right to continue in possession on a month-to-month basis after the expiry of the initial term).
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 residential tenancy agreements that comply with all of the requirements in sections 7 and 8.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
 - (a) a person meeting the Eligibility Requirements pursuant to a residential tenancy agreement 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 to month-to-month residential tenancy agreement or residential tenancy agreement with a term not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted other than a right to continue in

possession on a month-to-month basis after the expiry of the initial term), where said residential tenancy agreement:

- (a) is entered into by the Owner (or the Society), as landlord, and, as tenant, a person at arm's length from the Owner and the Society. For the purpose of this Agreement, "at arm's length" means:
 - (i) not in any other contractual relationship with the Owner or the Society or any director, officer or other senior employee of the Owner or the Society;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner or the Society; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner or the Society, 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 its 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 or any accessory uses attached thereto (for example, storage lockers), require payment of rent or any other consideration directly or indirectly that exceeds the Discounted Rental Rate for the unit, but the tenant may be required to pay:
 - (i) additional consideration for parking or bicycle storage provided that the additional consideration does not exceed the amount charged for a parking stall or a bicycle storage locker, as the case may be, 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;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) 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;

- (e) 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
 - (f) 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 or the Society may end the tenancy agreement by giving the tenant a clear six month's 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 seven days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, 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 Lands are occupied in breach of this Agreement, the Owner must pay the District \$300.00 (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 11(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 11(a) is due and payable to the District in accordance with subsection 11(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 Lands in accordance with this Agreement.

14. **Adjustment to Discounted Rental Rate** – If the Owner establishes to the satisfaction of the Director that:

- (a) the average Annual Allowable Adjustment over any consecutive five year period has: (i) not kept pace with the average annual increase in the operating costs for the Rental Building (excluding debt financing) over said five year period; and (ii) not kept pace with average annual increases in the District of North Vancouver median rents as published by CMHC for the studio, one-bedroom, two-bedroom and three-bedroom Affordable Rental Units over the same said five year period; and

- (b) the financial viability of the Rental Building has been materially compromised as a result of the circumstance described in subsection 14(a),

then the Owner may apply to the Director for an increase in the Discounted Rates for the Affordable Rental Units, with said increase not to exceed 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and three-bedroom Affordable Rental Units, as applicable. The Owner acknowledges and agrees that approval of said increase in the Discounted Rates for the Affordable Rental Units will be in the sole and unfettered discretion of the Director. The Owner may only apply for an Adjustment in the Discounted Rental Rates pursuant to this section once in any five year period.

15. **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 Lands; 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 Lands in perpetuity.

16. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.

17. **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 and the District in respect of the development of the Lands 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.

18. **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.

19. **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 “Lands” 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 its elected and appointed officials, officers, 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.

20. **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:

Attention:

(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 Bylaws
Email: _____

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.

21. **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.

22. **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.

23. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not 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.
24. **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 Lands;
 - (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 Lands; or
 - (d) Relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Lands.
25. **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).
26. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Lands are or if they are consolidated (including by the removal of interior parcel boundaries) by any means.
27. **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 Lands.
28. **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 Dwelling 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.
29. **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.
30. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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" (to Covenant)

Initial Discounted Rental Rates (as at the reference date of this agreement)

Unit Type	Number of Units	Initial Discounted Rental Rate
Studio	2	\$1,150
1 bed	2	\$1,385
2 bed	1	\$1,795
3 bed	1	\$2,100

SCHEDULE "B" (to Covenant)

STATUTORY DECLARATION

CANADA) IN THE MATTER OF A HOUSING AGREEMENT
) with the District of North Vancouver
PROVINCE OF BRITISH COLUMBIA) ("Housing 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 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, except as specifically set out in Schedule B.
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___.)
 _____)
 A Commissioner for Taking Affidavits for British Columbia) **Signature of person making declaration**

Schedule A to the Statutory Declaration of _____

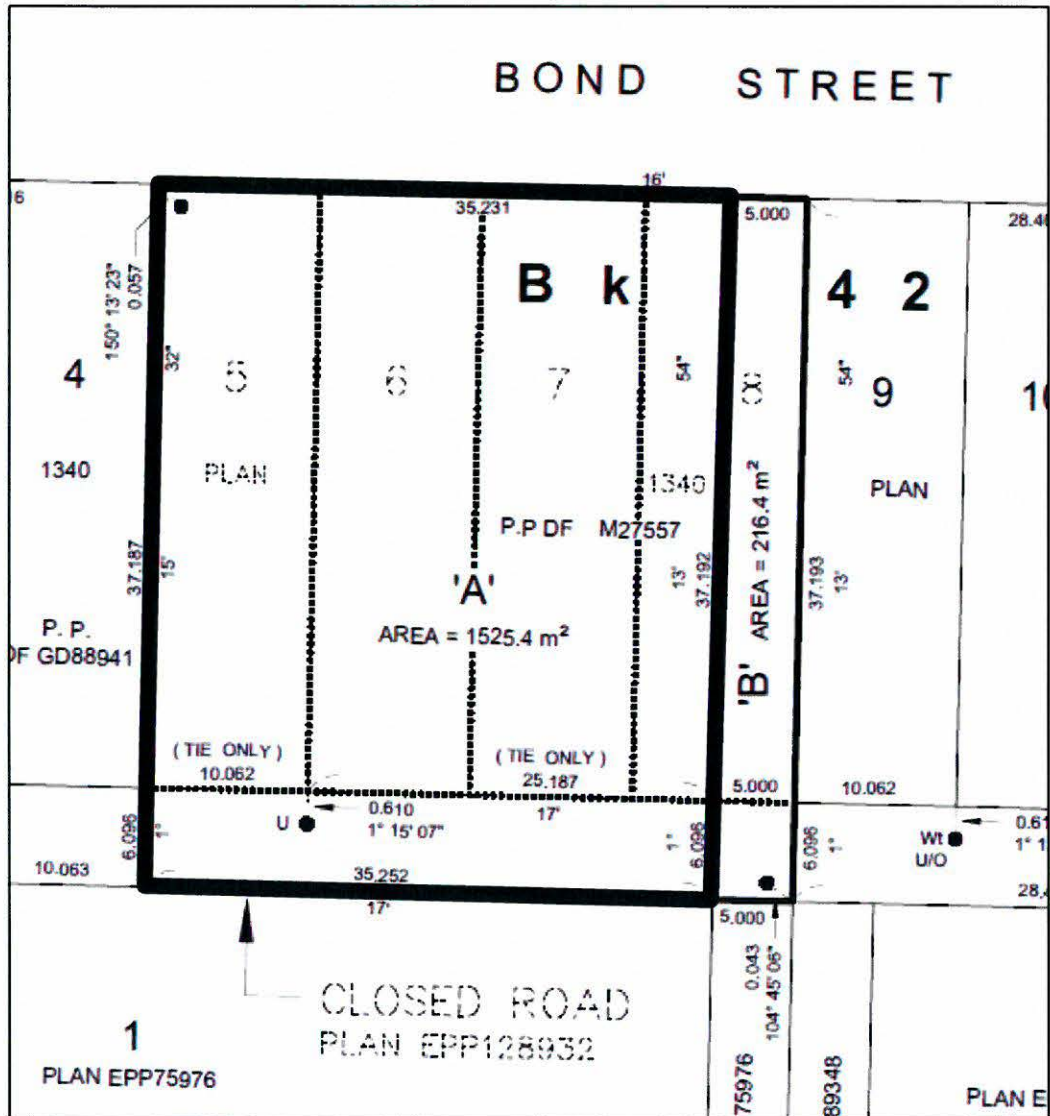
Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

Schedule B to the Statutory Declaration of _____

List the tenants who no longer meet the Eligibility Requirements together with reasons why.

Schedule B to Bylaw 8624, 2023

SKETCH PLAN



The Corporation of the District of North Vancouver

Bylaw 8625

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 "1541-1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023".

Waiver

- 1) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the site as shown outlined in bold on the attached map (Schedule A), and the development cost charge rates for the Eligible Development are hereby set at zero.
2) For the purpose of this Bylaw "Eligible Development" means 6 housing units where the rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time May 15th, 2023

READ a second time

READ a third time

ADOPTED

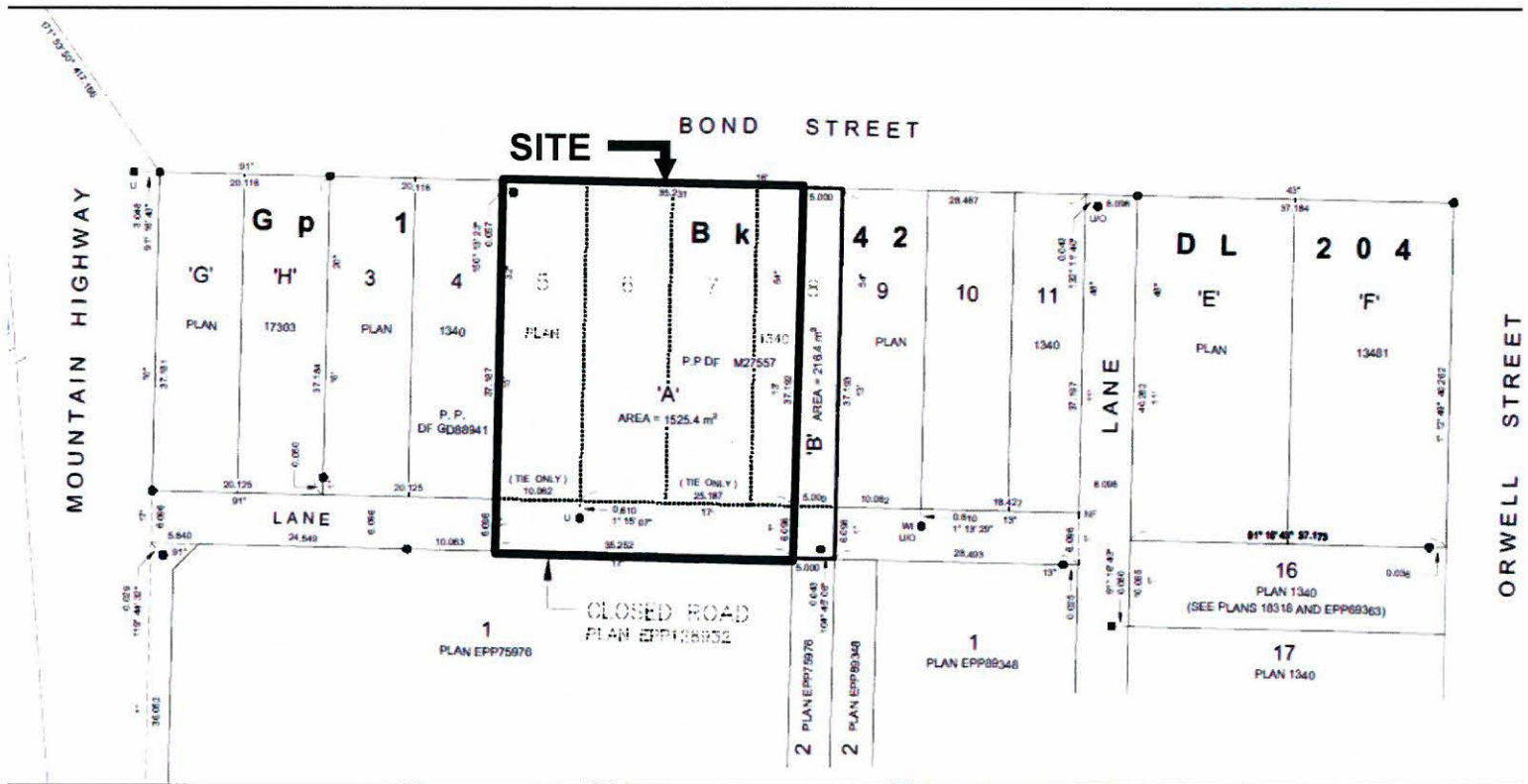
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8625



**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**1541-1557 Bond Street and a Portion of Lane Allowance
Amendments to the Official Community Plan and Zoning Bylaw**

REPORT of the Public Hearing held on Tuesday, June 13, 2023 commencing at 8:48 p.m. in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor Mike Little
Councillor Jordan Back (via Zoom)
Councillor Betty Forbes
Councillor Jim Hanson
Councillor Herman Mah
Councillor Lisa Muri
Councillor Catherine Pope

Staff: Dan Milburn, General Manager – Planning, Properties and Permits
Jennifer Paton, Assistant General Manager – Planning
Yan Zeng, Manager – Development Planning
Genevieve Lanz, Deputy Municipal Clerk
Kevin Zhang, Development Planner
Cheryl Archer, Confidential Council Clerk
Hedvig Pellerud, Committee Clerk

Also in

Attendance: Steve Evans, Pure Living Homes (applicant)
Norman Laube, Pure Living Homes (applicant)
Francis Tam, Pure Living Homes (applicant)

1. OPENING BY THE MAYOR

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

He further noted that this Public Hearing is being convened pursuant to Section 464 of the *Local Government Act*.

Mayor Little stated that:

- Council will use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- 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 a written submission has been provided, there is no need to read it as it will have already been seen by Council. It can be summarized, ensuring that the comments are pertaining to the bylaws under consideration at this hearing;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaws;
- Council may ask clarifying questions;
- The Municipal Clerk has a binder containing documents and submissions related to the bylaws, which Council has received and which members of the public are welcome to review, available on the table next to the door of the Council Chamber and online at DNV.org/agenda;
- Everyone at the hearing will be provided an opportunity to speak. If necessary, the hearing will continue 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;
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*; and,
- Members of Council, staff, and the public are participating in person and via Zoom.

2. INTRODUCTION OF BYLAWS BY CLERK

Ms. Genevieve Lanz, Deputy Municipal Clerk, introduced the proposed bylaws, stating that Bylaw 8623 proposes to amend the OCP land use designation of a portion of the subject site and lane allowance from Residential Level 5: Low Density Apartment (RES5) to Residential Level 6: Medium Density Apartments (RES6) and a portion of the subject site and lane allowance to Parks Open Space and Natural Areas (POSNA).

Bylaw 8622 proposes to amend the District's Zoning Bylaw by rezoning a portion of the subject site and lane allowance from Single Family Residential 6000 Zone (RS4) to create a new Comprehensive Development Zone 144 (CD144) and a portion of the subject site and lane allowance to Neighbourhood Park (NP). The CD144 Zone addresses permitted and accessory uses, conditions of use, and Zoning provisions such as density, amenities, setbacks, height, site and building coverage, landscaping and stormwater management, flood construction requirements, and parking and loading requirements.

3. PRESENTATION BY STAFF

Kevin Zhang, Development Planner, provided an overview of the proposal elaborating on the introduction by the Deputy Municipal Clerk. Mr. Zhang advised that:

- The proposal represents a significant increase in rental housing on the site from the current four single-family homes with suites to 65 residential rental units;
- Bylaw 8623 proposes to amend the OCP designation of a portion of the site to Residential Level 6 (RES6) to accommodate the proposed residential rental building and redesignates a portion of the site as Parks, Open Space, and Natural Areas (POSNA) to accommodate a portion of the Green Spine Linear Park;
- Bylaw 8622 proposes to amend the Zoning of the site from Residential Single Family 6000 Zone (RS4) to Comprehensive Development Zone (CD144) to accommodate the

proposed residential rental building and Neighbourhood Park (NP) to accommodate a portion of the Green Spine Linear Park;

- Two additional bylaws associated with the proposal are not subject of the Public Hearing: Bylaw 8624, a Housing Agreement Bylaw to secure the rental units and below-market rental units in perpetuity, and Bylaw 8625, a Development Cost Charges Waiver Bylaw to reduce the Development Cost Charges (DCCs) for the below-market rental units to zero;
- The subject site is just under 19,000 square feet in size and is located at the south end of Lynn Creek Town Centre on the south side of Bond Street, east of Mountain Highway;
- The site consists of four lots and a portion of District lane to the south;
- Surrounding land uses include single-family properties to the north, west and east which are designated for low-density apartment development, and Phibbs Exchange to the southeast;
- Immediately south of the subject site are developments of similar scale: Creekstone Care Centre, a market rental building at 1550 Oxford Street, and a social housing building developed in partnership with the District, currently under construction, and the Lynn Creek Apartments;
- The noted developments are similar to the proposal under consideration in height and density;
- OCP amendments were adopted to accommodate additional density for all the noted developments;
- A portion of the District lane at the south of the subject site is proposed to be acquired by the developer at market value, closed to traffic and consolidated with the development site;
- The portions of lane allowance to the east and west of the subject section would remain open to vehicular traffic to service the existing single-family homes on the block, with access to the western portion via Mountain Highway and the eastern portion via Bond Street;
- The Green Spine Linear Park is a new park that runs north to south from Fern Street to Oxford Street, which will provide green space and significantly improved pedestrian and cycling connections through the Lynn Creek Town Centre;
- The proposal includes dedication of a five metre wide section on the east boundary of the site to the District to be included in the Green Spine Linear Park;
- The Lynn Creek Plan anticipates the closure and consolidation of this lane with site assemblies as development occurs, with the intent of lane closures east of Mountain Highway to improve pedestrian, cycling, and vehicle safety by reducing access to and from Mountain Highway;
- The first section and entrance to the park from Oxford Street was recently completed to the immediate south of the subject site;
- The proposal has been reviewed against various District plans:
 - OCP goals of new rental units, affordable housing, and pedestrian-friendly features and public realm improvements;
 - The Targeted OCP Review Action Plan, which calls for prioritizing rental housing, contributing to an increased range of housing options, housing diversity and accessible housing in Town and Village Centres;
 - The Lower Lynn Town Centre Implementation Plan, which calls for low- to mid-rise apartments of approximately five storeys in height and land contributions to the Green Spine Linear Park; and,
 - The Rental and Affordable Housing Strategy, which calls for expanding the supply and diversity of housing and rental housing.

- The proposal is for one six-storey building with 65 rental units;
- Access to the underground parking is proposed to be located at the north west corner of the site via Bond Street;
- The parking facility is proposed to be shared with the future development site to the west, secured with an easement that would be registered on the property;
- The primary building pedestrian entrance, including an accessible ramp, is proposed to be located on Bond Street, with additional pedestrian entrances from the Green Spine to the east;
- Indoor amenity rooms, washroom and laundry facilities are proposed to be located near the building lobby on the ground floor;
- Resident storage lockers are proposed to be located on each level of the building;
- The conceptual landscape plan submitted with the rezoning application includes an approximately 1,800 square feet shared outdoor amenity area in the south portion of the property;
- The proposed units are a mix of studio, one-, two-, and three-bedroom layouts ranging in size from approximately 370 to 1,050 square feet, with approximately 37% of the units two- and three-bedroom layouts suitable to accommodate families;
- The six below-market rental units are two studios, two one-bedroom unit, one two-bedroom unit, and one three-bedroom unit;
- The starting rents for the below-market rental units is \$1,150 for a studio, \$1,385 for a one-bedroom unit, \$1,795 for a two-bedroom unit, and \$2,100 for a three-bedroom unit;
- These rents would be considered affordable for households with incomes in the District's low to moderate income range with pre-tax incomes between approximately \$30,000 and \$85,000 and are approximately 15 percent below District median rents and 30 to 40 percent below comparable market rents in the Lynn Creek area;
- The proposal includes a Housing Agreement, which would secure the units as rental only, the rental rates, and eligibility criteria for the below-market units;
- This is the first project to be considered under the most recent Residential Tenant Relocation Assistance Policy (RTRAP), which was approved by Council in 2021;
- The subject properties include four houses, three with suites, for a total of seven rental units, six of which are currently tenanted on a month-to-month basis;
- Tenants have been informed of the applicant's intention to redevelop the site and have been kept updated on the project status;
- The proposed tenant relocation package complies with the RTRAP and includes four months free rent, a residency bonus of \$35 per month of tenancy, moving expenses, six months notice, first right of refusal on both market and below-market units, and assistance of a Tenant Relocation Coordinator, with the goal of locating housing no more than ten percent above existing rents;
- All provisions exceed RTA requirements;
- The total proposed tenant relocation compensation totals just over \$50,000 ranging from approximately \$8,00 to \$12,000 per tenant;
- A total of 116 bicycle parking spaces are included in the proposal, with 110 spaces for residents as well as a bicycle repair room in the parking garage;
- An additional six bicycle parking spaces in racks at street are proposed for visitors, which is below the twelve space minimum and is supported by staff due to limited available space for bicycle racks on the north frontage and no structures, including bicycle racks, are permitted within the planted area adjacent to the Green Spine Linear Park;
- A total of 28 vehicle parking spaces, including six visitor spaces are proposed;

- The applicant has indicated that groundwater proofing of a second parking level due to the high water table in the Lynn Creek area would make be cost prohibitive for a rental project of the proposed size;
- Rental tenure is traditionally associated with lower vehicle use;
- The Transportation Impact Assessment submitted by the applicant concludes that the reduced parking rate is supportable for the project, with the project's close proximity to Phibbs Exchange and bus routes on Translink's Frequent Transit Network, as well as pedestrian improvements, and on-site bicycle parking and facilities;
- The proposed Transportation Demand Management (TDM) measures include Modo Car Share vehicle and Level 2 EV charger installation, two e-bikes for resident use, a two-zone transit pass for six months from the move-in date for tenants without a vehicle parking space for a five-year period from building occupancy;
- The proposal meets Step 3 of the BC Energy Step Code and includes a Low Carbon Energy System (LCES);
- A fossil fuel-free mechanical design is proposed to minimize the carbon footprint and GHG emissions of the project;
- Level 2 electric vehicle charging is included in all residential parking spaces and Level 1 electric charging stations in all bicycle storage rooms; and,
- A virtual Public Information Meeting was held from March 4 to 18, 2022, with 225 notices delivered to the neighbourhood, 75 visitors to the web page and six comments received to date, most in support of the proposal and one expressing concern regarding parking.

Councillor FORBES left the meeting at 9:03 p.m. and returned at 9:04 p.m.

4. PRESENTATION BY APPLICANT

4.1. Norman Laube, Francis Tam and Steven Evans, Owners – Pure Living Homes

- Advised that Pure Living Homes is a small locally-owned property company and the three owners live in the District;
- Advised that the project architect and landscape architect are in attendance and available to answer questions;
- Stated that the property was acquired in 2017 and was selected due to its OCP designation for multi-family homes and proximity to Phibbs Exchange;
- Noted that the proposal includes measures to support alternative transportation modes;
- Noted that the proposal is for an all-rental residential building with 65 units, secured in perpetuity, with a mix of unit sizes suitable for different tenants;
- Advised that the property was originally acquired to redevelop as strata units and the proponent revised the application to rental units in response to the current Council's stated priorities;
- Stated that the purchase price for the properties was 20 percent higher than if they had been acquired for rental development at the time;
- Commented on the six proposed below-market rental units, noting that the rent discount on these units represents \$1.2 million in value that impacts the feasibility of the project;
- Advised that all the proposed units are universally accessible, five units have enhanced accessibility, and accessible parking stalls are included in the proposal;
- Noted that the proposed development meets the BC Energy Step Code Enhanced Step 3 requirements, with no natural gas service;

- Advised that heat and air circulation are proposed to be provided with electric baseboard heaters and heat recovery ventilator units in all units;
- Stated that the proposed land dedication for the Green Spine Linear Park represents half of one lot and 13 percent of the total site area, equal to eight 650 square foot residential units;
- Noted that the proposal includes a cash contribution of \$220,000 toward the future landscaping of the Green Spine Linear Park and \$15,000 for public art;
- Advised that the applicant and the District have an agreement of purchase and sale for the portion of lane allowance for \$1.1 million, stating that the price is above market value due to the lack of comparable rental buildings to be used in the valuation;
- Stated that the District requires a larger setback on the south side of the property for this proposal as Creekside Care Centre received a variance to build closer to the property line, representing a loss of 7,200 square feet or approximately eleven one-bedroom units;
- Advised that the District's Engineering Department has indicated that driveways must be minimized along Bond Street and the proposal includes a driveway to be shared with the site to the west when it is redeveloped;
- Noted that the shared driveway impacts the proposed development and allows the future development to the west to increase the number of parking spaces in their lot as they will not need to construct a ramp to their parking area;
- Advised that the application includes the purchase of a Modo Car Share electric vehicle and parking stall with a level 2 charging station, at a cost of approximately \$50,000;
- Noted that the application includes the provision of one two-zone transit pass for a six month period to tenants who do not have parking in the building for the first five years of occupancy;
- Stated that a second parking level is not feasible for the proposed development as the cost would be prohibitive;
- Stated that the proposal includes the cost of sanitary and storm sewer connections as well as upgrades to water, sidewalks, curbs and landscaping for the entire block as it is the first application to move forward, noting that the site comprises 25 percent of the frontage of the south side of the street;
- Noted that the original estimate for DCCs was approximately \$130,000 and has increased to \$400,000;
- Commented on the proposed tenant support, noting that the plan to redevelop the site and regular updates have been provided to the two existing tenants and five tenants who have moved in since 2017;
- Advised that displaced tenants will receive relocation assistance, notice, six months free rent, and a moving allowance as well as first right of refusal for market and below-market units in the development; and,
- Noted that the project remains feasible due to the increase in rental rates in the region, impacting housing affordability.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. George McKay:

- Spoke in support of the proposal;
- Commented on the need for additional rental housing in the District, noting that family members are having difficulty finding suitable rental housing;
- Commented on the poor condition of some rental housing;
- Noted that improvements are underway at Phibbs Exchange;
- Expressed support for the development of the Lynn Creek Town Centre; and,
- Expressed appreciation for the applicant's inclusion of Modo and cycling facilities in their proposal.

5.2. Ali Zohourian:

- Spoke regarding street parking in the area, noting time-limited parking on Oxford Street and that street parking on Bond Street is often full; and,
- Noted that the cost of renting a parking space has increased to \$150 per month.

5.3. Nicole Hiebert:

- Spoke in support of the proposal, noting a need for more rental units in the District;
- Expressed support for the proposed reduced parking rate, stating that fewer vehicles will reduce traffic;
- Stated that the proposed TDM measures will encourage cycling and transit use;
- Opined that the tenant relocation package is generous; and,
- Queried the timeline for other developments on the block to proceed.

5.4. Corrie Kost:

- Questioned the applicant's calculation of the cost of transit passes for residents.

5.5. Marci Deane:

- Spoke in support of the proposal;
- Advised that she owns a mortgage brokerage business in the neighbourhood;
- Commented on the urgent need for rental housing in the District;
- Expressed support for developing Town Centres and building the Green Spine Linear Park;
- Stated that using transit makes sense in the area; and,
- Stated that some street parking issues are due to construction vehicles in the neighbourhood.

5.6. Jahan Famili:

- Spoke in support of the proposal;
- Stated that members of his family are having difficulty finding suitable rental housing in the District; and,
- Noted the site's proximity to transit.

5.7. Vivian Lim:

- Spoke in support of the proposal, noting that she lives in the area;
- Suggested using the proposal as a template for other developments in the area to reduce the time involved in moving them forward;

- Noted the Province has indicated a desire to expedite development applications; and,
- Expressed support for the District's OCP.

5.8. Vivian Lim SPEAKING FOR A SECOND TIME:

- Spoke in support of the proposed reduced parking rate;
- Expressed support for encouraging the use of transit and discouraging private vehicle use;
- Opined that people adjust to changes; and,
- Stated that street parking is less busy during the day.

6. QUESTIONS FROM COUNCIL

In response to a question from Council, the applicant advised that 36 units would not have parking and that the \$55,000 estimate for two-zone transit passes assumes some tenant turnover during the five years the passes would be provided.

In response to a question from Council, the applicant advised that current rents in the four single family homes are \$1,000 to \$1,500 for the two-bedroom units and \$1,800 to \$2,200 for the three-bedroom units.

In response to a question from Council, the applicant advised that current average market rent is \$1,700 for a studio, \$2,500 for a one-bedroom unit, \$3,000 for a two-bedroom unit and \$3,300 for a three-bedroom unit.

In response to a question from Council, the applicant advised that locating new housing with rent within ten percent of the current rents will be a challenge and the relocation package should help tenants to find suitable housing.

In response to a question from Council, staff clarified that the proposed original contribution for transit packages is approximately \$30,000, with some tenant turnover expected in the first five years of operation.

In response to a question from Council, staff advised that street parking is a public resource and that the District is building out time-limited parking in the Town Centres with four-hour parking on side streets and two-hour parking closer to main streets. Staff further noted that the applicant would be required to conduct a post-occupancy study on tenant use of private vehicles, public transit, parking, and whether the TDM measures are effective.

In response to a question from Council, the applicant advised that existing tenants have not been required to not speak against the proposal. The applicant further noted that the existing tenants were informed of the date and time of the Public Hearing and encouraged to attend.

7. **COUNCIL RESOLUTION**

MOVED by Councillor HANSON

SECONDED by Councillor MURI

THAT the June 13, 2023 Public Hearing is closed;

AND THAT "District of North Vancouver Official Community Plan 7900, 2011 Amendment Bylaw 8623, 2023 (Amendment 48)" is returned to Council for further consideration;

AND THAT "District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)" is returned to Council for further consideration.

CARRIED

(9:52 p.m.)

CERTIFIED CORRECT:


Confidential Council Clerk

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: May 15, 2023
<input type="checkbox"/> Other:	Date: _____

[Signature]
 Dept.
 Manager

[Signature]
 GM/
 Director

[Signature]
 CAO

The District of North Vancouver REPORT TO COUNCIL

May 2, 2023
 Case: PLN2021-00064
 File: 08.3060.20/064.21

AUTHOR: Emel Nordin, Senior Planner

SUBJECT: Bylaws 8623, 8622, 8624, 8625 OCP Amendment, Rezoning, Housing Agreement and Development Cost Charges (DCC) Waiver Bylaws for a Six-Storey Rental Building at 1541-1557 Bond Street

RECOMMENDATION

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)" is given FIRST Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1425 (Bylaw 8622)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw (Rental Only) 8624, 2023" is given FIRST Reading;

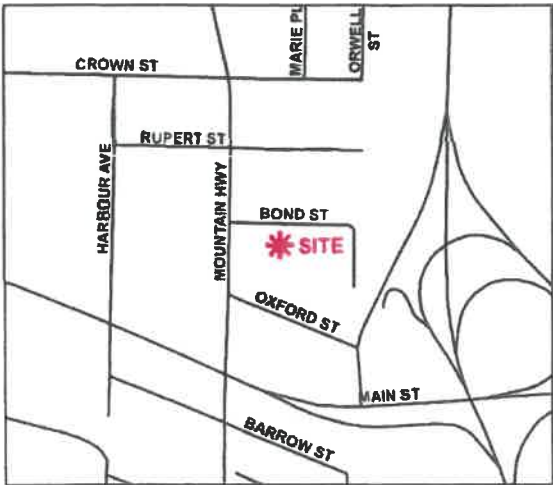
AND THAT "1541-1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023" is given FIRST Reading;

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 8623;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8623 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8623 and Bylaw 8622 are referred to a Public Hearing.

Figure 1. Site Location



REASON FOR REPORT

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

- Bylaw 8623 to amend the Official Community Plan (OCP) for the subject properties (**Attachment 1**);
- Bylaw 8622 to rezone the subject site (**Attachment 2**);
- Bylaw 8624 to authorize a housing agreement to secure the market rental units and affordable rental units in perpetuity (**Attachment 3**);
- Bylaw 8625 to waive Development Cost Charges for the affordable rental units (**Attachment 4**); and,
- Issuance of development permits

The OCP Amendment Bylaw, Rezoning Bylaw, Housing Agreement Bylaw, and Development Cost Charges (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 would be forwarded to Council for consideration if the rezoning proceeds.

SUMMARY

Pure Living Bond Street GP Ltd has applied to redevelop four existing single-family residential lots (and a portion of District lane allowance) in the Lynn Creek Town Centre as a six-storey 65-unit rental housing development. The proposal includes six non-market rental units and 59 market rental units, all to be secured in perpetuity. See **Attachment 5** for the project drawing package.

Figure 2. Site and Surrounding Area



SITE AND SURROUNDING AREA

The development site is approximately 1,741 m² (18,742 sq. ft.) in size and is comprised of four single-family residential lots and a portion of lane allowance with an area of approximately 245 m² (2,639 sq. ft.), indicated in red on Figure 2. The applicant has entered into a purchase and sale agreement with the District for the lane allowance.

Surrounding properties include single-family residential lots to the north, east and west, the Creekstone Care Centre seniors’ housing development to the south, the 1550 Oxford six-storey market rental building to the southeast (occupied fall 2022), and the Salal Apartments non-market rental building to the southeast (currently under

construction). The future Green Spine linear park and pedestrian connection identified in the Lynn Creek Plan is located along the east side of the site.

POLICY ALIGNMENT

Official Community Plan

The Official Community Plan (OCP) designates the site as "Residential Level 5: Low Density Apartment" (RES5) which envisions low density apartments at up to approximately 1.75 Floor Space Ratio (FSR).

At approximately 2.67 FSR, the proposal requires an amendment to the OCP. Bylaw 8623 (**Attachment 1**) proposes to change the designation of the site to "Residential Level 6: Medium Density Apartment" (RES6) which permits a density up to approximately 2.5 FSR, and Parks Open Space and Natural Areas (POSNA) for the Green Spine linear park contribution provided by the project.

While the proposed density of 2.67 FSR is slightly over the approximately 2.5 FSR indicated for the RES6 land use designation in the OCP, Section 2.5 of the OCP states that "Council may, in its discretion, and with a public hearing, consider zoning bylaw amendments to permit density over and above that indicated in the table on a case by case basis where the proposed development is otherwise consistent with the objectives and policies of the OCP".

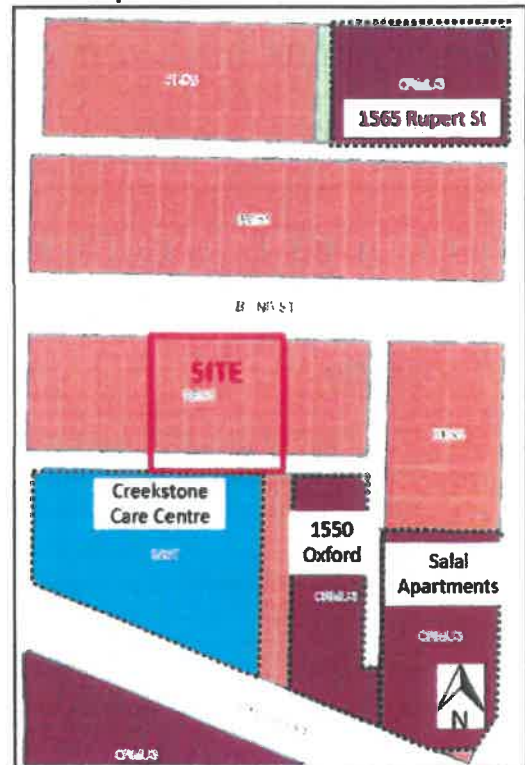
The RES6 designation is considered appropriate for the proposed form of development and residential use and staff are supportive of the proposed OCP amendment as the project delivers on the District goal of increasing the supply of rental and affordable housing by providing a 65-unit rental project including six non-market units.

Lynn Creek Plan

The project is consistent with the Lynn Creek 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 low to mid-rise apartments on this site, at a height of approximately five storeys. While the proposed height of six storeys and density of 2.67 FSR are greater than what is envisioned in the Lynn Creek Plan, the proposal is consistent with the form of housing anticipated for this site, accommodates a rental project with six non-market units, and is

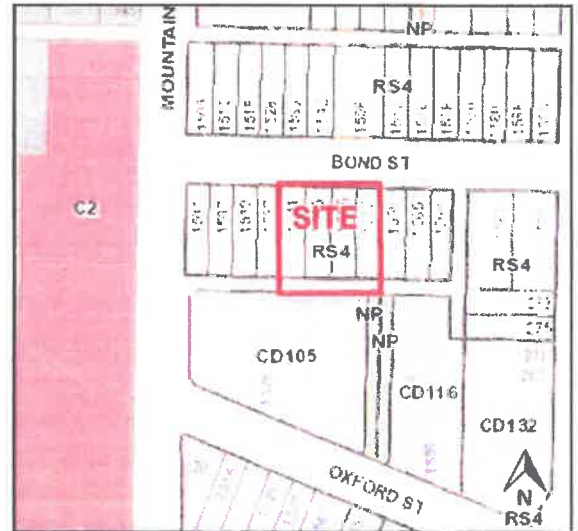
Figure 3. OCP Map and Surrounding Developments



consistent with the height and density approved by Council of surrounding development sites indicated in Figure 3:

- Creekstone Care Centre (180-unit senior's care): 3.1 FSR and seven storeys.
- 1550 Oxford Street (88-unit market rental building): 3.09 FSR and six storeys.
- Salal Apartments (90-unit non-market rental building): 2.67 FSR and six storeys.
- 1565 Rupert Street (95-unit rental building with 19 non-market units): 2.88 FSR and six storeys (*approved 2022, not yet under construction*).

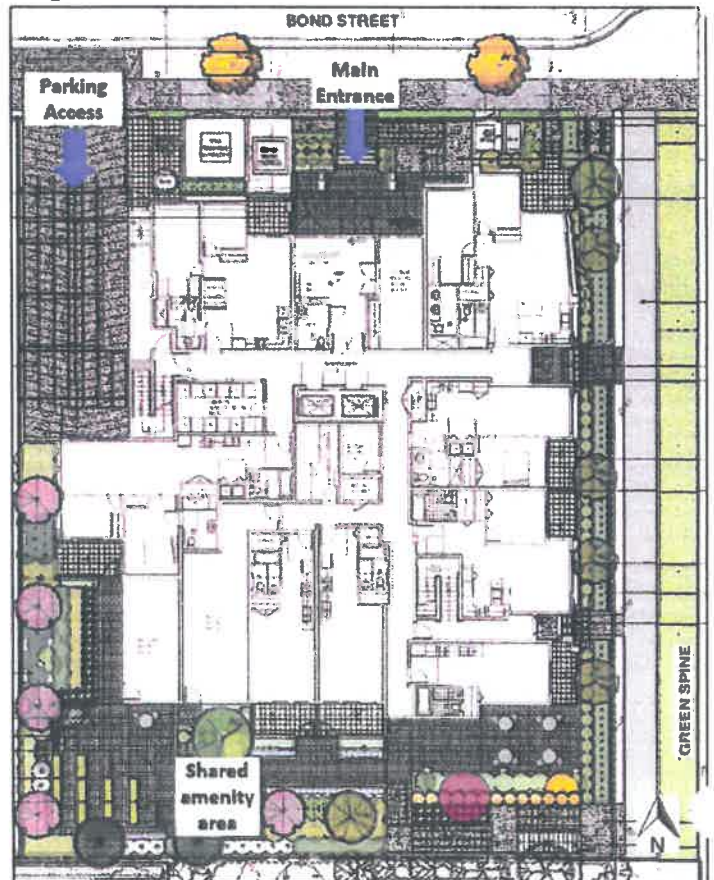
Figure 4. Zoning Map



Zoning

The subject properties are currently zoned Single Family Residential 6000 Zone (RS4) which allows for a maximum density of 0.45 FSR. Rezoning is required to accommodate the project and Bylaw 8622 (**Attachment 2**) proposes to create a new Comprehensive Development Zone 144 (CD144) tailored specifically to this project. The Green Spine linear park will be rezoned to Neighbourhood Park (NP).

Figure 5. Site Plan



The proposed CD144 zone prescribes permitted uses and zoning provisions such as a maximum density of 2.67 FSR, height, setbacks, and parking requirements.

ANALYSIS:

Site Plan and Project Description

The project consists of a 65-unit six-storey wood-frame rental building over one level of underground parking. The gross floor area is approximately 4,650.2 m² (50,054 sq. ft.) with a density of 2.67 FSR. The main building entrance and underground parking ramp are located on Bond Street. The ramp is required to be shared in the future with the adjacent development site to the west which will be secured with an access easement. Additional common building entries are proposed from the future Green Spine linear park to the east of the site.

SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at 1541-1557 Bond Street

May 2, 2023

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In order to preserve privacy between the site and the existing Creekstone Care Centre seniors' housing development to the south, the building is setback from the south property line between approximately 4.87 m (16 ft) to 18.6 m (61 ft), with the 5th and 6th storeys setback an additional 5 to 6 ft.

Lane Purchase and Sale Agreement:

In accordance with the Lynn Creek Plan, the portion of District lane to the south of the four single-family residential lots [approximately 245 m² (2,639 sq. ft.) in area] is proposed to be acquired by the developer from the District at market value, closed to vehicle traffic, and consolidated with the development site. The applicant has a purchase and sale agreement with the District for the lane which is conditional to rezoning, OCP amendment and road closure bylaw approval.

A Staff report seeking Council consideration of the lane closure is also anticipated at the same time of the consideration of this report.

The remaining sections of the lane east and west will remain open until the adjacent sites redevelop with no exit signs to be installed at each end of the lane. As indicated by Figure 6, access to and from the west portion of the lane will be provided via Mountain Highway and access to and from the the east portion of the lane will be provided via Bond Street. The applicant will work with neighbours who currently use the lane for parking to address access impacts.

The development site to the west, comprised of four lots (1501-1537 Bond Street), has been assembled and the owner has indicated to staff that a preliminary application is pending submission in the near future.

*The Lynn Creek Plan
Transportation
Improvements*

Figure 6. Lane closure and interim access routes



The Lynn Creek Plan anticipates the three vehicle lanes to the east of Mountain Highway including the subject lane (between Crown Street to the north and Oxford Street to the south) will eventually be closed and consolidated with site assemblies as development occurs in the area (as indicated on Figure 7).

The intent of these lane closures is primarily to improve pedestrian, cycling and vehicle safety by reducing access points to and from Mountain Highway. The Lynn Creek Plan anticipates additional measures to improve circulation in Lynn Creek Town Centre

including a new north-south lane between Hunter Street and Crown Street, opening Orwell Street to vehicular traffic between Rupert Street and Bond Street, creation of the Orwell Bikeway, improved signalization on Mountain Highway, and implementation of the Green Spine as an important pedestrian connection. These improvements will be fully realized as redevelopment occurs. Figure 7 indicates the anticipated road network, lane closures, Green Spine and Orwell Bikeway.

Rental Unit Mix

The rental units are a mix of studios, one, two, and three-bedroom layouts ranging in size from approximately 34 m² (366 sq. ft.) to 96.7 m² (1,041 sq. ft.). Overall, approximately 37% are two or three-bedroom layouts which addresses the policy directions of the OCP and Rental and Affordable Housing Strategy to expand the supply and diversity of housing to support a range of household types. The below rental unit mix will be secured in the Development Covenant.

Figure 7. Lynn Creek Plan Proposed Transportation Network, Lane Closures, Green Spine and Orwell Bikeway

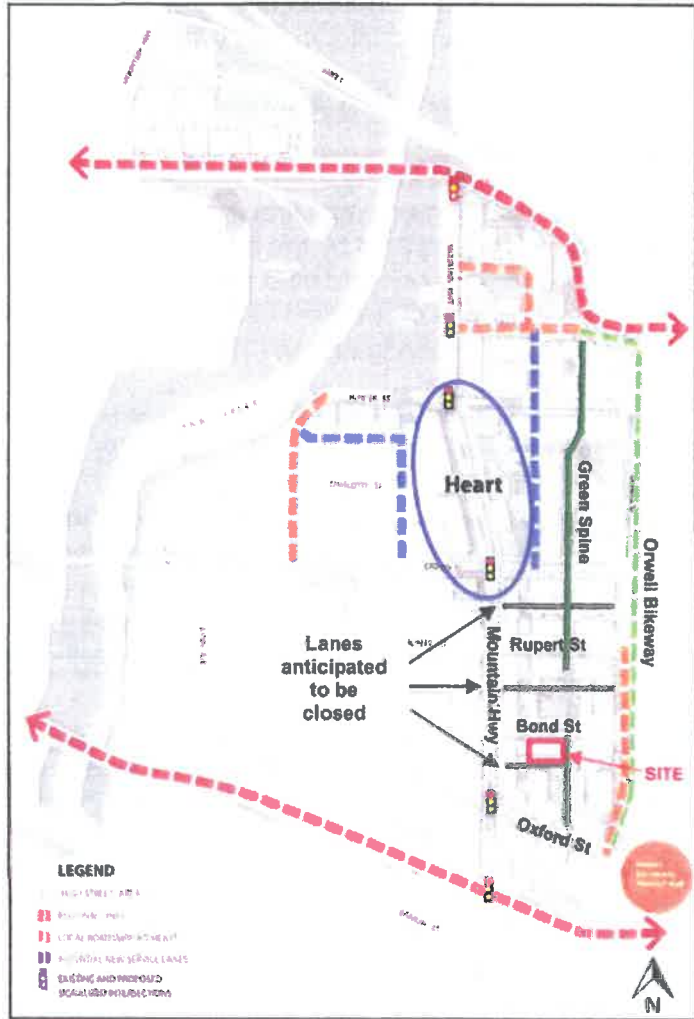


Table 1. Unit Mix

	Studio	1 bed	2 bed	3 bed	Total
Market Rental	18	19	18	4	59
Non-Market Rental	2	2	1	1	6
Total:	20	21	19	5	65

Accessibility

The proposal fulfils the requirements of the Accessible Design Policy for Multifamily Housing as follows: 100% of the apartment units (65) meet the 'Basic Accessible Design' criteria in compliance with the policy and 7% of the apartment units (5) meet the 'Enhanced Accessible Design' criteria exceeding the required 5% (4) enhanced units.

Non-Market Rental Rates

In addition to 59 market rental housing units, the applicant is providing six non-market units, which enhances the affordability of the project and aligns with policy directions of the OCP and Rental and Affordable Housing Strategy to deliver new affordable housing that supports a range of incomes.

As indicated by Table 2, the rental rates for the 6 non-market units are at least 15% below District 2021 median rents, and either 1-12% below (studio and one-bedroom units) or 4-8% above (two and three-bedroom units) the Metro Vancouver 2021 medians. These rents would be considered affordable (i.e. 30% of the household income) for "Low-to-Moderate Income Households" with before-tax incomes ranging from \$30,001 to \$85,170. The rental tenure for the entire building and the initial rents for non-market units (shown in Table 2) will be secured through Housing Agreement Bylaw 8624 (Attachment 3).

Table 2. Non-Market Initial Rents vs. Metro and DNV Median 2021 Rents

Unit Type	Number of Units	Non-Market Unit Initial Rents	Metro Vancouver Median Rents from CMHC (2021) (Initial Rents % above or below)	DNV Median Rents from CMHC (2021) (Initial Rents % above or below)
Studio	2	\$1,150	\$1,300 (-12%)	\$1,348 (-15%)
1 bed	2	\$1,385	\$1,400 (-1%)	\$1,650 (-16%)
2 bed	1	\$1,795	\$1,720 (+4%)	\$2,104 (-15%)
3 bed	1	\$2,100	\$1,952 (+8%)	\$2,480 (-15%)

Development Permits

The site is in the following Development Permit Areas:

- Form and Character of Multi-Family Development;
- Energy and Water Conservation and Green House Gas Emission Reduction; and
- Protection of Development from Hazardous Conditions: Creek Hazard.

Figure 8. Conceptual rendering: view from northeast looking towards Green Spine



a) Form and Character of Multi-Family Development

The proposal is consistent with the OCP Design Guidelines for Multi-Family Housing as well as the Lynn Creek Plan, and the Lynn Creek Public Realm Guidelines.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on September 8, 2022 and the Panel recommended approval of the project subject to resolution of the Panel comments. The applicant has addressed the Panel's comments by:

- Improving access to and expanding the outdoor amenity to include an additional seating area adjacent to the Green Spine linear park;
- Increasing the setbacks to the Creekside Care Centre property to the south;
- Increasing the windows and opportunities for natural light for the units on the west side of the building;
- Simplifying the rooflines; and,
- Replacing the flooring material in the outdoor amenity area.

Landscaping

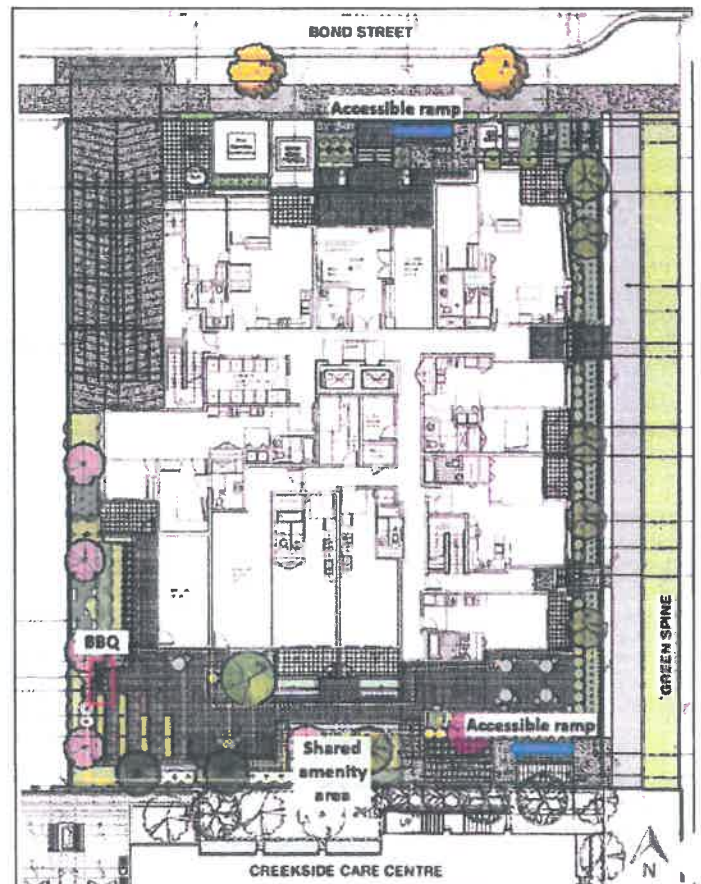
A conceptual landscape plan (shown in Figure 9) has been submitted with the rezoning application.

To the east, the site will front the future Green Spine, a linear park envisioned in the Lynn Creek Plan to provide a north-south pedestrian connection through the Lynn Creek Town Centre. The project will be transferring the five-metre-wide (approximately 216.4 m² (2,329 sq ft) east portion of the site and contributing construction costs towards the Green Spine.

An approximately 167 m² (1,800 sq. ft.) outdoor amenity area is provided in the south of the property and planting is provided around the perimeter of the site.

Should the rezoning proposal proceed, a more detailed review of the landscape plan will be included in the development permit report.

Figure 9. Conceptual Landscape Plan



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 (GHG) Emission Reduction and has considered the Community Energy and Emissions Plan (CEEP), the Climate Ready Rezoning Policy and Council's declaration of a Climate Emergency. The project's energy strategy consists of the following components:

- Targeting Step 3 of the BC Energy Step Code with a Low Carbon Energy System, in accordance with the minimum Construction Bylaw requirement;
- A "fossil fuel-free" mechanical system design including:
 - Electric baseboard heating
 - Domestic hot water provided via either electric resistance or air source heat pump; and,
- A high-performance building envelope (roof, walls, windows).

The project proposes other green building project elements which would be reviewed at Development Permit consideration.

Climate Ready Rezoning Policy - While this application was submitted in November 2021 prior to the adoption of the Climate Ready Rezoning Policy on August 1, 2022, the applicant is proposing the following measures to address the building cooling requirements of the policy:

- An HRV-ERV mechanical air circulation system which will produce airflow and provide cooling conditions in the units; and,
- Double-paned Low E, argon filled energy efficient windows that help reduce solar load and minimize heat gain.

It should be noted that one of the most significant GHG contributors of a project is the construction of basements, particularly in wood-frame projects. The proposal includes only one-level of underground parking, substantially reducing the embodied carbon for the proposal.

c) Protection of Development from Hazardous Conditions: Creek Hazard

The proposed design reflects the OCP Guidelines for Protection of Development from Hazardous Conditions: Creek Hazard. A flood hazard assessment report prepared by Northwest Hydraulic Consultants was submitted with the application and the building is designed in accordance with the recommendations of that report. All mechanical rooms and resident storage are located above grade and the building is designed to the recommended flood construction level.

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

Parking and Transportation

This rental project proposes a one-level underground parking garage to accommodate both vehicle and bicycle parking stalls. In consideration of the site's constraints, proximity to frequent transit and measures to incentivize alternate active transportation options, a reduced vehicle parking rate is proposed. The proposal's reduced parking rate is below the alternative vehicle parking rate policy, however, on balance, staff are supportive of this site's proposed parking and transportation demand management approach. Detailed analysis is included in this section.

Vehicle Parking

A total of 28 vehicle parking spaces are proposed in the one-level underground parking garage, at a rate of 0.43 spaces per unit.

The District's Zoning Bylaw outlines parking rates which are often customized for comprehensive development (CD) zones such as the CD zone being prepared for this project. In addition, the Alternative Vehicle Parking Rates (AVPR) policy outlines ways to meet transportation demand through alternative means which would reduce the required vehicle parking rate. Table 3 provides a comparison of the proposed parking and the parking requirements under the AVPR policy.

Table 3. Proposed Parking vs. AVPR Policy

Parking Use	AVPR Policy	Proposed Parking
Resident	40	22
Visitor	7	6
Total Parking	47	28

The AVPR is an administrative policy used by staff to provide guidance to applicants who are seeking reduced parking in accordance with District objectives of advancing active transportation. It specifies that any such proposals must include Transportation Demand Management (TDM) features. Further, significantly reduced parking should provide substantial rationale for staff consideration.

In this case, the applicant has indicated that the groundwater proofing of a second level of parking required due to the high water table in Lynn Creek would make the construction of a second level of parking cost prohibitive for a rental project of this size. The applicant has submitted a Transportation Impact Assessment prepared by Bunt & Associates which staff have reviewed. The assessment concludes the proposed parking rate is supportable for this project particularly noting that the site is well-served by transit with close proximity to Phibbs Transit Exchange and bus routes within Translink's Frequent Transit Network, as well as the pedestrian improvements, and on-site bicycle parking and facilities.

Further, in support of the proposed vehicle parking rate, the proposal includes a range of TDM features that exceed the minimum TDM requirements of the AVRPP policy, including:

- Two E-bikes provided for the building with resident sharing service provided for two years from building occupancy;
- One monthly two-zone transit pass provided per unit without an assigned parking space for 6 months from move-in date (for a five-year period from building occupancy);
- Bicycle maintenance facilities and workspaces;
- Transportation marketing services which include resident welcome and information packages;
- Real-time transportation information displays in apartment lobby and hallways on the project site;
- Multimodal wayfinding signage in key locations to nearby transportation networks; and,
- Unbundled parking to encourage residents to use other forms of transportation and reduce the number of vehicles owned per unit.

Under review: Potential provision of a car share vehicle with an assigned parking space and Level 2 EV charger in the underground parking garage for use by building residents and neighbours. Modo co-op car share membership would be provided to building residents at no charge. *Staff are currently working with the applicant to explore the feasibility of this proposal. If approved, one of the required vehicle parking spaces would be allocated to a car share vehicle.*

Considering the site constraints, rental tenure of the proposal, as well as the proposed suite of TDM measures, staff are supportive of the vehicle parking as proposed, however, require that the applicant fulfill the following conditions:

- Conduct a post-occupancy transportation and parking study of how the residents are using on-site parking stalls, on-street parking stalls, transit and other active transportation modes; and
- Clearly communicate to prospective tenants the limited availability of vehicle parking in the building and in the surrounding area and the alternative transportation options available.

These conditions and the proposed TDM measures will be secured in the Development Covenant.

Curbside Parking Demand Management in Lynn Creek

The Transportation Department is currently converting all on-street parking in town centres to time-limited or restricted parking as part of redevelopment. The on-street parking on the project frontage is anticipated to be converted to either a loading zone or time-limited parking. The limited availability of on-street parking will help alleviate

demand on free, public parking on the street in Lynn Creek. Staff are closely monitoring street parking conditions in all growth centres in the District, and it is anticipated that on street parking regulations will need to adapt and change as the centre evolves.

Bicycle Parking and Storage

The project has been reviewed against the District's Bicycle Parking and End-of-Trip Facilities Policy. The project is proposing 110 "Class 1" secured bicycle parking spaces in the underground parking garage, in compliance with the policy and 6 "Class 2" short-term (visitor) bicycle parking spaces in racks at street level which is below the minimum policy requirement. Table 4 provides a comparison of the policy requirement and the proposed bicycle parking.

Table 4. Proposed Bicycle Parking

	"Class 1" Long Term Secure Bicycle Parking	"Class 2" Short Term Bicycle Parking	Total
Policy	110 spaces	12 spaces	122
Proposed	110 spaces	6 spaces	116

Staff support the reduced Class 2 spaces due to limited available space for bike racks along the Bond Street and the east frontages. No structures, including racks, are permitted within the planted area adjacent to the Green Spine.

In accordance with the Parking and End-of-Trip Facilities Policy, all secure residential bicycle storage will include access to Level 1 electric bicycle charging and a bicycle repair room is also proposed in the underground parking garage.

Overall, the bicycle parking proposed, along with the proximity to transit service, pedestrian improvements, and other TDM measures will help to support alternate transportation options for residents and visitors and should alleviate the need for private vehicle ownership for residents of the project.

Figure 10. Conceptual rendering: view from southwest

Off-site improvements

The application includes a number of off-site improvements:

- Improved street frontages with street tree plantings and streetlight upgrades, including sidewalks, pedestrian lighting, curb, gutter, and paving improvements; and,
- Storm sewer, water main and sanitary main upgrades.



SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at 1541-1557 Bond Street

May 2, 2023

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The project would also provide the following contributions towards the future Green Spine linear park:

- A land transfer to the District of approximately 216.4 m² (2,329 sq. ft.); and
- A cash contribution of approximately \$219,767.12 in construction costs.

The estimated total value of off-site works (engineering and landscaping) exceeds \$1.1 million. The cash contribution to the Green Spine linear park is in addition to this estimate. 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 would pay District Development Cost Charges (DCC's) at the applicable rate at the time of Building Permit submission should the OCP amendment, rezoning and Development Permit be approved. Current DCC's are estimated at approximately \$591,568 (2023 rates). Staff have prepared a Development Cost Charges Waiver Bylaw (**Attachment 5**) to establish a DCC rate at \$0 for the six non-market units, subject to securing these units in perpetuity in the housing agreement. Should the waiver be approved, the value of the waiver based on 2023 DCC rates would be approximately \$66,775, resulting in a net DCC of approximately \$524,793.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for rezoning applications 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 59 market rental units and six non-market rental units that are secured in perpetuity and will represent the amenity for this project.

A third-party consultant has completed a CAC analysis for the project and has indicated no increase in land value can be expected with the proposed rezoning for the following reasons:

- 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.
- The project includes some unique costs such as the District lane acquisition and Green Spine linear park contribution.

As a result of the analysis, the CAC offered by the applicant is \$15,000 toward public art and \$219,767.12 toward construction of the green spine linear park, both of which are secured in the rezoning bylaw.

SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at 1541-1557 Bond Street

May 2, 2023

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The CD144 zone secures the following amenities:

- Registration of a Housing Agreement securing a minimum of 65 rental units and 6 non-market rental units in perpetuity;
- \$15,000 public art contribution; and,
- \$219,767.12 contribution towards construction of the Green Spine linear park.

Tenant Relocation Assistance

The District's 2021 Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing five or more dwelling units occupied by renters at the time of submission of a Detailed Planning Application. There are four existing single-family homes on the subject site with a total of seven rental units.

Six of the seven units were (and continue to be) renter-occupied at the time of submission of the Detailed Planning Application. All tenants are currently subject to month-to-month contracts. The owner has informed the tenants of their intentions to redevelop the site and the tenants will continue to be kept informed regarding the redevelopment status.

In accordance with the District's Tenant Relocation Assistance Policy, the applicant proposes to provide the following tenant relocation assistance package to current tenants which will be secured in the Development Covenant:

- 4 months' free rent;
- A residency bonus in the form of \$35 per month for each month the tenant has resided in the rental unit;
- Assistance with moving expenses in the form of a flat rate payment of \$1,250 for 2-bedroom units, and \$1,500 for 3-bedroom or larger units;
- 6 months' notice after demolition permit is issued;
- Option for current tenants to rent in the new rental building for either market units or non-market units provided they meet the tenant eligibility criteria; and,
- A Tenant Relocation Coordinator to assist in the relocation process.

Financial Impacts

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

- Six non-market rental units;
- 59 market rental units;
- Off-site works currently estimated at over \$1.1 million;
- Construction costs towards the green spine estimated at \$219,767.12;
- Land transfer for the Green Spine of approximately 216.4 (2,329 sq ft);
- DCC's on 59 market rental units estimated at \$524,793 (2023 rates);
- Public art contribution of \$15,000; and,
- Security deposit for a one year post-occupancy transportation and parking study.

**SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at
1541-1557 Bond Street**

May 2, 2023

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The District's Housing Reserve Fund will support the waived DCC's on the non-market residential units (estimated at \$66,775 based on 2023 DCC rates).

Concurrence:

The project has been reviewed by staff from the Environment, Building and Permits, Legal, Finance, Parks, Engineering, Real Estate and Properties, Community Planning, Urban Design, Transportation, and Fire Departments, and the Arts Office.

Ministry of Transportation:

The District of North Vancouver Rezoning Bylaw 8622 affects land lying within 800m of a controlled access intersection and therefore approval by the Provincial Ministry of Transportation and Infrastructure will be required after third reading of the bylaw and prior to bylaw adoption.

School District 44:

School District 44 was provided a copy of the application materials and asked to confirm that students expected to reside in the development can be accommodated. No response has been received; however, staff note that the School District reviewed school capacity issues as part of the work toward the District's OCP.

Tsleil-Waututh Nation and Squamish Nation:

The project was also referred to Tsleil-Waututh Nation and Squamish Nation. No input has been received from Tsleil-Waututh Nation.

Squamish Nation provided input on the project related to sustainability and climate standards, stormwater management, creek impacts, and a request for an archaeological assessment and monitoring. In response, staff provided details on the project's energy targets, green building features, stormwater management plan, and the applicable Creek Hazard DP guidelines.

In response to a request from the applicant, the Archaeology Branch indicated that according to Provincial records there are no known archaeological sites recorded on any of the subject properties and they did not identify a need for archaeological study or Provincial heritage permit(s) at the time of the request. However, they note that there is always a possibility of previously unidentified archaeological sites to exist on any of the properties.

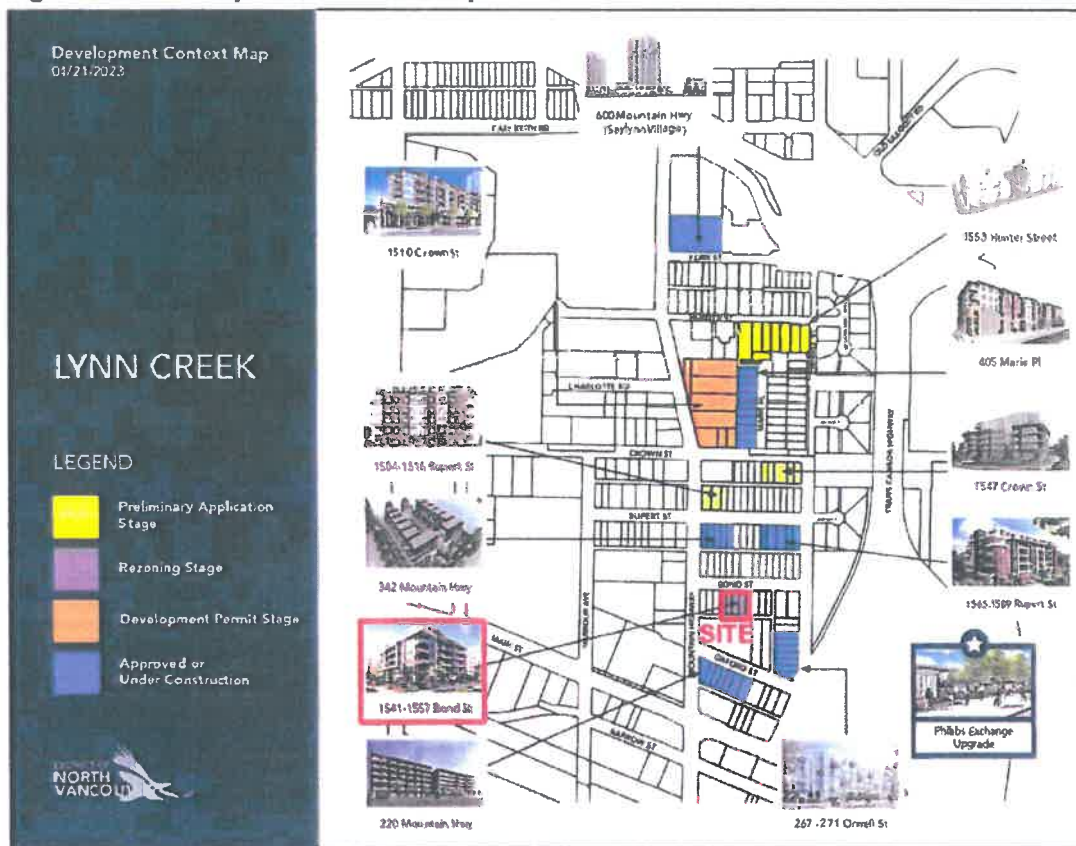
Following consultation with Squamish Nation, the applicant has retained an archaeological consultant, ISL Engineering and Land Services, to conduct an archaeological assessment and provide information on the archaeological potential of the subject properties to help guide development of the site.

Construction Traffic Management Plan:

The site is shown in relation to other residential construction projects and potential development projects in Lynn Creek Town Centre on Figure 11.

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.

Figure 11. Development context map



In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. 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;

SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at 1541-1557 Bond Street

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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.

Public Input

The applicant held a virtual Public Information Meeting (PIM) for a two-week period from March 4 to 18, 2022. Approximately 225 notification flyers were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications (Figure 11 indicates the notification area). Two bi-directional signs were installed on the property and on the southeast corner of Mountain Highway and Bond Street 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. Should Council refer the bylaws to public hearing three signs will be placed as indicated in green on Figure 12.

There were 75 visitors to the virtual PIM web page. One comment was received in support of the project's accessible design features, diverse housing options, landscape and street improvements and the architectural design. A summary report for this meeting is attached for reference (**Attachment 6**).

Figure 12. Public notification area and sign locations



Implementation

Implementation of this project will require an OCP amendment, a rezoning, a housing agreement, a DCC waiver, a Highway Closure Bylaw, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8623 (**Attachment 1**) amends the OCP designation for the subject site from "Residential Level 5: Low Density Apartment" (RES5) to "Residential Level 6: Medium Density Apartment" (RES6).

Bylaw 8623 also amends the OCP designation for the eastern 5m of the site from "Residential Level 5: Low Density Apartment" (RES5) to "Parks, Open Space, and Natural Areas" (POSNA).

Bylaw 8622 (**Attachment 2**) rezones the subject site from RS4 to a new Comprehensive Development Zone 144 (CD144) which:

- establishes the permitted residential uses;
- 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 8622 also rezones the eastern 5m of the site as Neighbourhood Park (NP) for the Green Spine linear park.

Bylaw 8624, (**Attachment 3**) authorizes the District to enter a housing agreement to secure the market rental units and affordable rental units in perpetuity.

Bylaw 8625 (**Attachment 4**) authorizes the District to reduce the DCCs for the six non-market rental units to 'zero'.

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 requirements. Additional legal documents anticipated for the project include:

- subdivision plan showing creation of new park parcel for the Green Spine
- land transfer of the five metre-wide approximately 216.4 (2,329 sq ft) east portion of the site to the District for the Green Spine linear park;
- purchase and transfer of the District lane to the south of the site;
- flood hazard covenant;
- public art covenant;
- stormwater management covenant; and,
- registration of housing agreement to secure rental and affordable units in perpetuity.
- Security deposit for a one year post-occupancy transportation and parking study.

**SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at
1541-1557 Bond Street**

May 2, 2023

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CONCLUSION:

This six-storey rental project assists in implementation of the OCP objectives and the Lynn Creek Plan through the delivery of rental and affordable housing options within a Town Centre close to transit, and also addresses the District's climate goals. The proposed reduced vehicle parking would address site constraints and assist with the viability of the delivery of rental units. Staff are recommending a post-occupancy transportation and parking study and monitoring to see how the reduced rate is serving the future rental population in the Lynn Creek Town Centre. In consideration of this, staff support the project proceeding. The rezoning proposal is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Give Bylaws 8623, 8622, 8624, 8625 First Reading and refer Bylaws 8623 and 8622 to a Public Hearing (staff recommendation); or,
2. Refer the project back to staff for further consideration; or,
3. Defeat the bylaws at First Reading.

Respectfully submitted,



Emel Nordin
Senior Planner

Attachments:

1. Bylaw 8623 – OCP Amendment
2. Bylaw 8622 – Rezoning
3. Bylaw 8624 – Housing Agreement
4. Bylaw 8625 – Development Cost Charges Waiver Bylaw
5. Architectural and Landscape Plans
6. Virtual Public Information Meeting Summary Report
7. Redacted Public Input

SUBJECT: Bylaws 8622, 8623, 8624, 8625 for a six-storey rental building at 1541-1557 Bond Street

May 2, 2023

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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 checked="" type="checkbox"/> Finance <u>SJ</u>	<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 checked="" type="checkbox"/> Planning _____	

The Corporation of the District of North Vancouver

Bylaw 8623

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 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)".

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:
 - i. changing the land use designation of the properties on Map 2 from "Residential Level 5: Low Density Apartment" (RES5) to "Residential Level 6: Medium Density Apartment" (RES6) and "Parks, Open Space, and Natural Areas" (POSNA); and
 - ii. changing the land use designation of the portions of lane allowance on Map 2 to "Residential Level 6: Medium Density Apartment" (RES6) and "Parks, Open Space, and Natural Areas" (POSNA).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

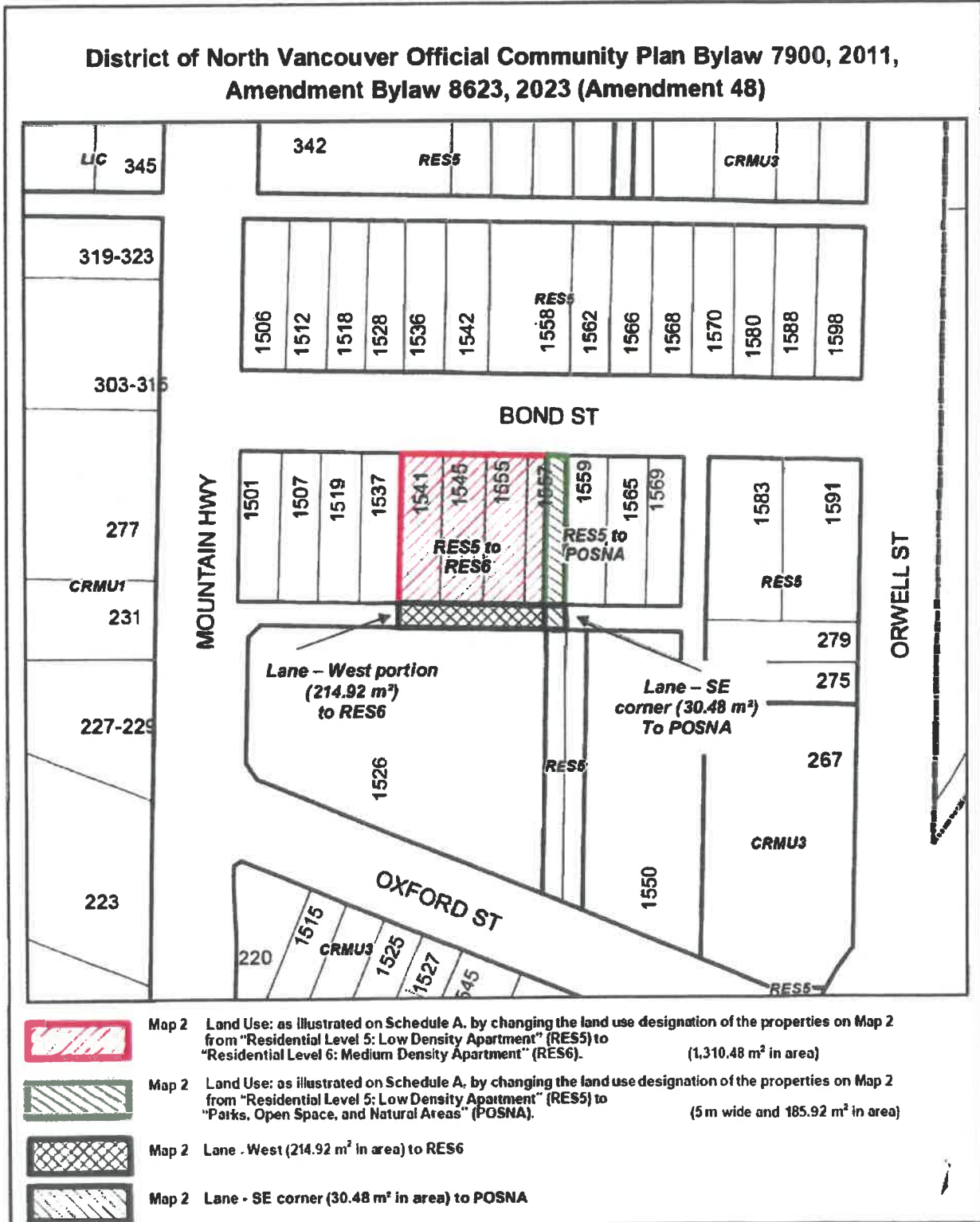
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8623

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8623, 2023 (Amendment 48)



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The Corporation of the District of North Vancouver**Bylaw 8622**

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

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 Rezoning Bylaw 1425 (Bylaw 8622)".

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
 - a) Part 2A, Definitions is amended by adding CD 144 to the list of zones that Part 2A applies to.
 - b) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 144 CD 144"
 - c) Part 4B Comprehensive Development Zone Regulations by inserting the following:
"4B144 Comprehensive Development Zone 144 CD 144"

The CD 144 zone is applied to:

- i.) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- ii.) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- iii.) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- iv.) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- v.) the portion of lane allowance,

all as indicated in Schedule A.

4B 144 – 1 Intent:

The purpose of the CD 144 Zone is to permit a residential rental apartment building.

4B 144 – 2 Permitted Uses:

The following *principal* uses shall be permitted:

a) Use Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 144 – 3 Conditions of use, are met:

Residential use.

4B 144 – 3 Conditions of Use:

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

- i.) Each *residential* unit has access to private or semi-private outdoor space; and
- ii.) Balcony, patio and deck enclosures are not permitted.

4B 144 – 4 Accessory Use:

- a) *Accessory Uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential rental* units.

4B 144 – 5 Density:

- a) The maximum permitted density is limited to a *gross floor area* of 673.2 m² (7,246.3 sq. ft.) and 4 *residential* units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i.) Parking, storage, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
 - ii.) Indoor common amenity and common laundry facility areas accessory to a residential use up to a maximum of 44 m² (473.6 sq. ft.);
 - iii.) Mechanical and electrical rooms and elevator machine room and associated access corridor(s) located above the flood construction level up to a maximum of 77 m² (900 sq. ft.);
 - iv.) Above grade storage area(s) excluding in-unit storage up to a maximum of 144.2 m² (1,552.2 sq. ft.); and,
 - v.) The floor area of balconies and covered patios.

4B 144 – 6 Amenities:

- a) Despite Subsection 4B144 – 5, permitted density in the CD 144 Zone is increased to a maximum of 4,650.2 m² (50,054 sq. ft.) *gross floor area* and 65 *residential* units if the following conditions are met:
 - i.) A Housing Agreement is entered into securing a minimum of 65 *residential units* of which a minimum of 6 *residential* units are secured to be operated as non-market units;
 - ii.) \$15,000 is contributed to public art; and
 - iii.) \$219,767.12 is contributed to Green Spine linear park construction.

4B 144 – 7 Setbacks:

- a) Buildings shall be set back from the new property lines to the closest building face, excluding any underground or partially-exposed parking structure, in accordance with "Table 1" and as indicated in an approved Development Permit:

Table 1	
Setback Location	Minimum Required Setback
North (Bond Street)	2.74 m (9 feet)
East	2 m (6.58 feet)
South	4.88 m (16 feet)
West	2.44 m (8 feet)

- b) Balconies, decks, patios and roof overhangs are excluded from the setback requirement.

4B144 – 8 Height:

The maximum permitted height is as follows:

- a) Residential apartment building: height shall not exceed 21 m (69 ft).

4B 144 – 9 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 144 – 10 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 2 m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping or a combination thereof, 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 (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

4B 144 – 11 Flood Construction Requirements:

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

4B 144 – 12 Parking, Loading and Service Regulations

- a) Parking is required in accordance with "Table 2":

Table 2	
Use	Parking Requirement
Resident	Minimum of 0.33 spaces / unit
Visitor	Minimum of 0.09 spaces / unit
Accessible	Minimum of 5 spaces

- b) The provision of small car parking spaces shall not exceed 35% of the total vehicle parking requirement.
- c) Of the total resident parking requirement, a maximum of one space may be utilized as a car share vehicle parking space.
- d) Bicycle storage is required in accordance with "Table 3":

Table 3		
Use	Minimum Class 1 (Long Term) – Secure Bicycle Storage	Minimum Class 2 (Short Term) – Bicycle Storage
<i>Residential</i>	1.7 spaces / unit	0.09 spaces / unit

- e) Except as specifically provided in this section 4B 144 -12, 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 lots from Single Family Residential 6000 zone (RS 4) to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the lane to Comprehensive Development Zone CD144 and Neighbourhood Park (NP).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Bylaw 8622" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

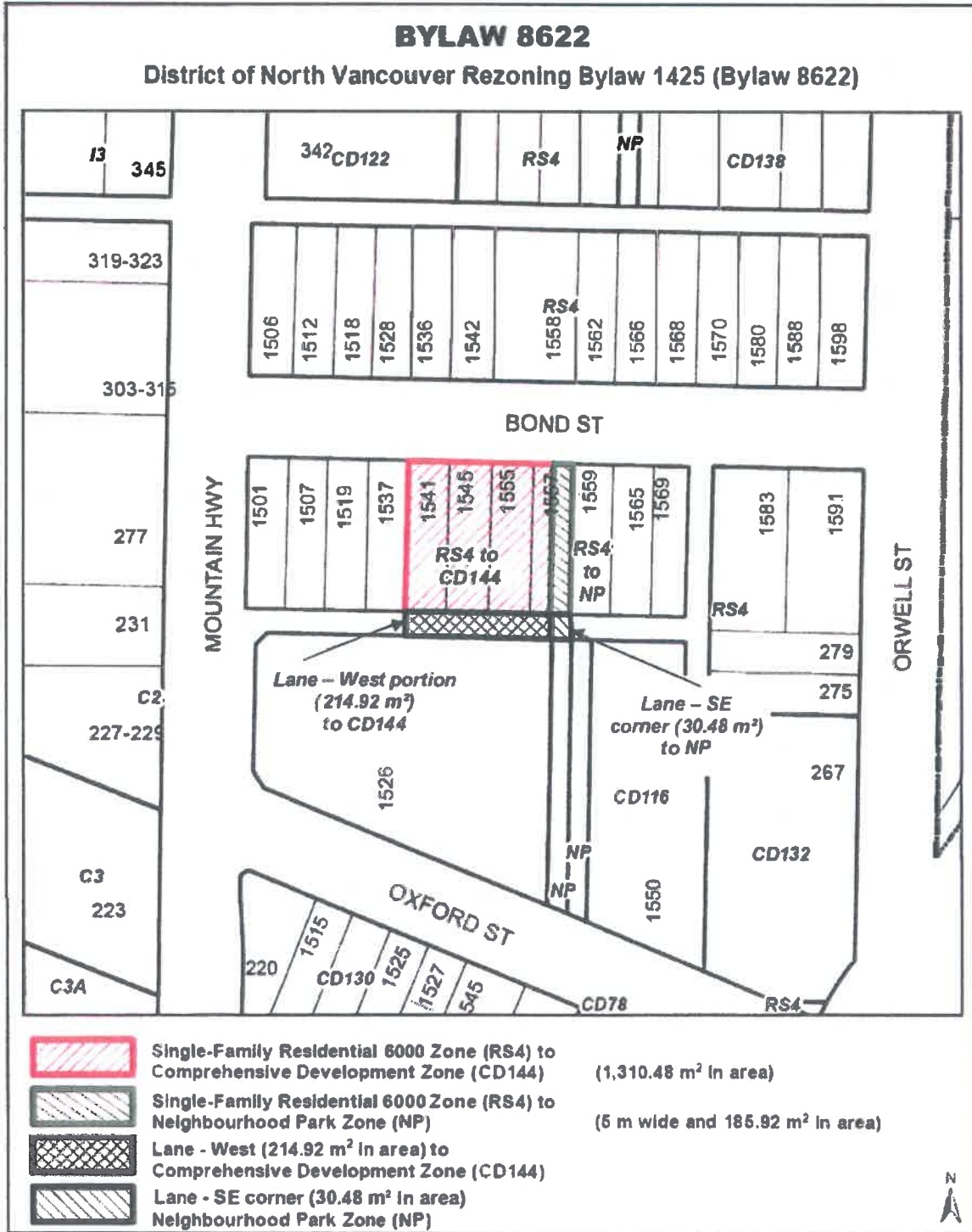
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8622



The Corporation of the District of North Vancouver

Bylaw 8624

A bylaw to enter into a Housing Agreement (1541-1557 Bond Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw (Rental Only) 8624, 2023".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Pure Living Bond Street G.P. Ltd. (Inc. No. 1141329) substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold on the sketch plan attached hereto as Schedule "B":

- a) PID 012-127-680, Lot 5, Block 42, District Lot 204, Plan 1340;
- b) PID 012-127-744, Lot 6, Block 42, District Lot 204, Plan 1340;
- c) PID 014-742-161, Lot 7, Block 42, District Lot 204, Plan 1340;
- d) PID 014-742-276, Lot 8, Block 42, District Lot 204, Plan 1340; and
- e) the portion of closed road.

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8624, 2023

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

PURE LIVING BOND STREET G.P. LTD. (Inc. No. 1141329)
a corporation incorporated under the laws of the Province of British
Columbia with an office at #200 – 50 Fell Street, North Vancouver,
BC V7P 3S2

("Pure Living")

AND:

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

(the "District")

WHEREAS:

- A. Pure Living 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 "Lands");
- 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 905 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 Lands; and
- D. Pure Living and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands 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 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Pure Living 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:

- (i) 2 studio residential Dwelling Units;
- (ii) 2 one-bedroom residential Dwelling Units;
- (iii) 1 two-bedroom residential Dwelling; and
- (iv) 1 three-bedroom residential Dwelling Unit,

in the Rental Building, all of which said affordable rental units are, or will be, designed, located and configured in accordance with the requirements, criteria and approvals set out in the Development Covenant, and “*Affordable Rental Unit*” means one of the Affordable Rental Units;

(b) “*Annual Allowable Adjustment*” means an increase in the Discounted Rental 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 annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder; or
- (iii) the average annual percent increase over the previous calendar year in the rent charged for the market rental units in the Market Rental Units Remainder Parcel of similar size which are occupied at any time during the previous calendar year.

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

(c) “*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);

(d) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;

(e) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;

(f) “*Discounted Rental Rate*” means for each studio, one-bedroom, two-bedroom and three-bedroom Affordable Rental Unit:

- (i) for the calendar year in which a certificate of occupancy is issued for the Rental Building by the District, the lesser of:
 - A. the rate set out in Schedule "A" 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
 - B. 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and three-bedroom Affordable Rental Units, as applicable; 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;
- (g) "*Dwelling Unit*" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (h) "*Eligibility Requirements*" means:
 - (i) 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 Discounted Rental Rate for the Affordable Rental 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; and
 - (ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a two bedroom Affordable Rental Unit;
- (i) "*Lands*" has the meaning given to it in Recital A hereto;
- (j) "*LTO*" means the Lower Mainland Land Title Office and any successor of that office.

- (k) “*Market Rental Units*” means all of the Dwelling Units in the Rental Building which are not Affordable Rental Units, and “*Market Rental Unit*” means one of the Market Rental Units;
 - (l) “*Master Development Plan*” has the meaning given to it in the Development Covenant or in the Replacement Covenant, as the case may be;
 - (m) “*Owner*” means Pure Living 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;
 - (n) “*Rental Building*” means the apartment building containing the Rental Dwelling Units constructed or to be constructed on the Lands generally as shown on the Master Development Plan;
 - (o) “*Rental Dwelling Units*” means at least 65 Dwelling Units, including the Affordable Rental Units, in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
 - (p) “*Replacement Covenant*” has the meaning given to in the Development Covenant;
 - (q) “*Society*” means either (i) a registered housing society or (ii) a non-profit society at arms’ length to the Owner, but which may be formed by the Owner, and which is permitted pursuant to the provisions of Section 49.1 of the *Residential Tenancy Act* to terminate a residential tenancy agreement where the tenant or other occupant ceases to qualify for a “subsidized rental unit” (as defined in the *Residential Tenancy Act*), in each case approved in writing by the District, acting reasonably;
 - (r) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan);
 - (s) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1425 (No. 8622, 2023); and
 - (t) “*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. **Rental Building** – The Rental Building must contain at least 65 Rental Dwelling Units including the Affordable Rental Units.
 3. **No Subdivision** – The Lands and any improvements from time to time thereon (including without limitation the Rental Building), may not be subdivided by any means whatsoever,

including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

4. **The Housing Society** – Prior to the date that is 90 days after issuance of the building permit for the Rental Building, and in any event prior to marketing any Affordable Rental Units or Market Rental Units in the Rental Building for rent and prior to entering into any residential tenancy in respect of any said rental units; the Owner must
 - (a) enter 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) cause 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.

For clarification, this section will not prohibit the Owner from offering the Lands for sale, or entering into a purchase agreement for the sale of the Lands.

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 other than a right to continue in possession on a month-to-month basis after the expiry of the initial term).
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 residential tenancy agreements that comply with all of the requirements in sections 7 and 8.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
 - (a) a person meeting the Eligibility Requirements pursuant to a residential tenancy agreement 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 to month-to-month residential tenancy agreement or residential tenancy agreement with a term not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted other than a right to continue in

possession on a month-to-month basis after the expiry of the initial term), where said residential tenancy agreement:

- (a) is entered into by the Owner (or the Society), as landlord, and, as tenant, a person at arm's length from the Owner and the Society. For the purpose of this Agreement, "at arm's length" means:
 - (i) not in any other contractual relationship with the Owner or the Society or any director, officer or other senior employee of the Owner or the Society;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner or the Society; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner or the Society, 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 its 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 or any accessory uses attached thereto (for example, storage lockers), require payment of rent or any other consideration directly or indirectly that exceeds the Discounted Rental Rate for the unit, but the tenant may be required to pay:
 - (i) additional consideration for parking or bicycle storage provided that the additional consideration does not exceed the amount charged for a parking stall or a bicycle storage locker, as the case may be, 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;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) 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;

- (e) 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
 - (f) 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 or the Society may end the tenancy agreement by giving the tenant a clear six month's 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 seven days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, 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 Lands are occupied in breach of this Agreement, the Owner must pay the District \$300.00 (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 11(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 11(a) is due and payable to the District in accordance with subsection 11(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 Lands in accordance with this Agreement.

14. **Adjustment to Discounted Rental Rate** – If the Owner establishes to the satisfaction of the Director that:

- (a) the average Annual Allowable Adjustment over any consecutive five year period has: (i) not kept pace with the average annual increase in the operating costs for the Rental Building (excluding debt financing) over said five year period; and (ii) not kept pace with average annual increases in the District of North Vancouver median rents as published by CMHC for the studio, one-bedroom, two-bedroom and three-bedroom Affordable Rental Units over the same said five year period; and

- (b) the financial viability of the Rental Building has been materially compromised as a result of the circumstance described in subsection 14(a),

then the Owner may apply to the Director for an increase in the Discounted Rates for the Affordable Rental Units, with said increase not to exceed 84% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental, and 85% of the then current District of North Vancouver median rents as published by CMHC for the studio, two-bedroom, and three-bedroom Affordable Rental Units, as applicable. The Owner acknowledges and agrees that approval of said increase in the Discounted Rates for the Affordable Rental Units will be in the sole and unfettered discretion of the Director. The Owner may only apply for an Adjustment in the Discounted Rental Rates pursuant to this section once in any five year period.

- 15. **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 Lands; 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 Lands in perpetuity.
- 16. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.
- 17. **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 and the District in respect of the development of the Lands 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.
- 18. **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.
- 19. **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 "Lands" 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 its elected and appointed officials, officers, 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.
20. **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:

Attention:

- (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 Bylaws
Email: _____

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.

21. **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.
22. **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.

23. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not 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.
24. **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 Lands;
 - (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 Lands; or
 - (d) Relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Lands.
25. **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).
26. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Lands are or if they are consolidated (including by the removal of interior parcel boundaries) by any means.
27. **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 Lands.
28. **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 Dwelling 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.
29. **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.
30. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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" (to Covenant)

Initial Discounted Rental Rates (as at the reference date of this agreement)

Unit Type	Number of Units	Initial Discounted Rental Rate
Studio	2	\$1,150
1 bed	2	\$1,385
2 bed	1	\$1,795
3 bed	1	\$2,100

SCHEDULE "B" (to Covenant)

STATUTORY DECLARATION

CANADA) IN THE MATTER OF A HOUSING AGREEMENT
) with the District of North Vancouver
PROVINCE OF BRITISH COLUMBIA) ("Housing 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 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, except as specifically set out in Schedule B.
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__)
_____) _____
A Commissioner for Taking Affidavits for British Columbia) **Signature of person making declaration**

Schedule A to the Statutory Declaration of _____

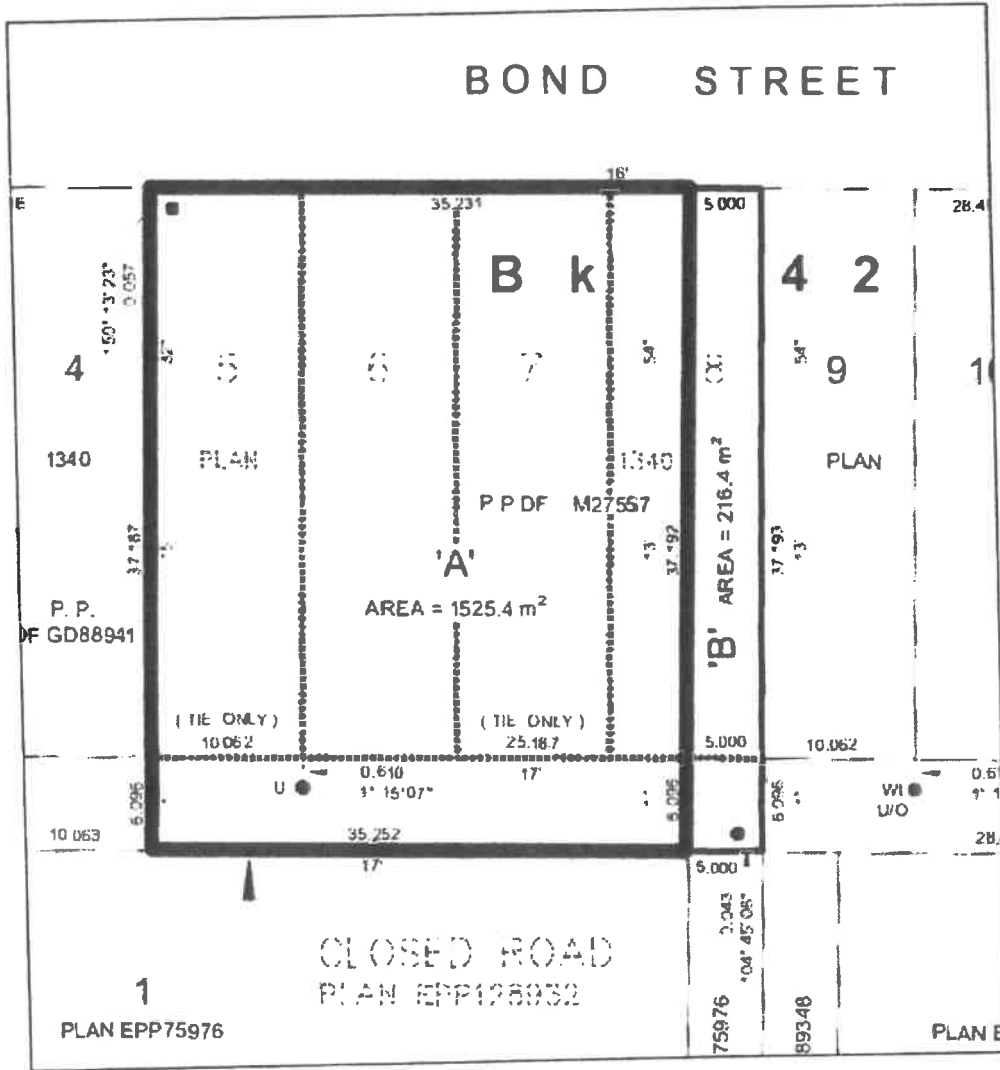
Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

Schedule B to the Statutory Declaration of _____

List the tenants who no longer meet the Eligibility Requirements together with reasons why.

Schedule B to Bylaw 8624, 2023

SKETCH PLAN



The Corporation of the District of North Vancouver

Bylaw 8625

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 "1541-1557 Bond Street Development Cost Charges Waiver Bylaw 8625, 2023".

Waiver

- 1) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the site as shown outlined in bold on the attached map (Schedule A), and the development cost charge rates for the Eligible Development are hereby set at zero.
- 2) For the purpose of this Bylaw "Eligible Development" means 6 housing units where the rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time

READ a second time

READ a third time

ADOPTED

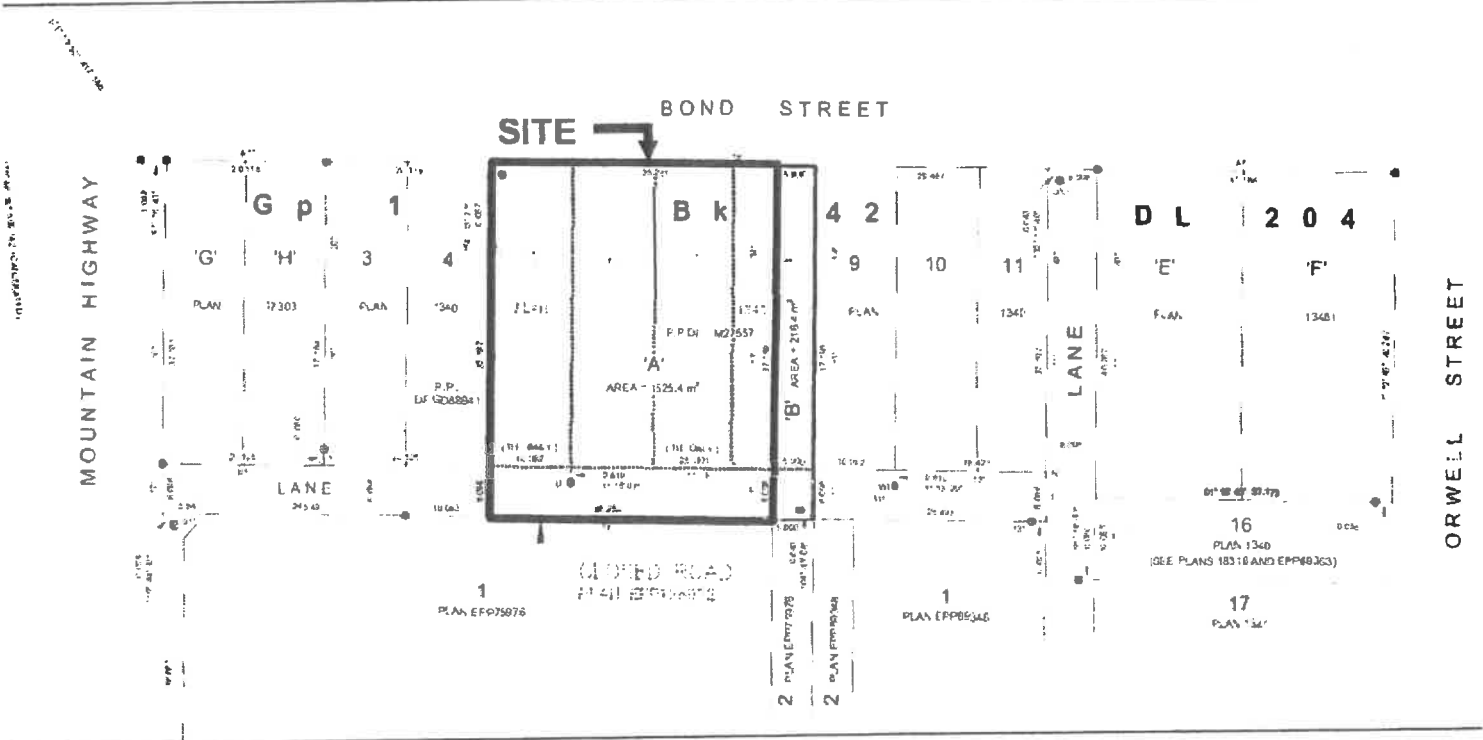
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8625



ATTACHMENT 5



NO.	DESCRIPTION	DATE
1	PROPOSED PROJECT	03-17-2022
2	REVISIONS	03-17-2022
3	REVISIONS	03-17-2022
4	REVISIONS	03-17-2022
5	REVISIONS	03-17-2022
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9	REVISIONS	03-17-2022
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26	REVISIONS	03-17-2022
27	REVISIONS	03-17-2022
28	REVISIONS	03-17-2022
29	REVISIONS	03-17-2022
30	REVISIONS	03-17-2022



SALEHI ARCHITECT INC.
 205 - 800 HAMBURG RD
 NORTH YORK, ONTARIO
 M2H 1P5
 TEL: (416) 491-1111
 EMAIL: info@salehiarchitect.com

CLIENT :
 PURE LIVING BOND
 8 STREET GP LTD.

PROJECT NO. : 03-17

PROJECT :
 1641 - 1657 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
 NORTH EAST
 VIEW

SEAL
 A-00
 00000

DATE : 01-26-2022
SCALE :
DRAWN : P.A.
CHECKED : R.S.

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NO.	DESCRIPTION	DATE
1	PROVIDE ARCHITECTURAL PLAN	08-17-17
2	PROVIDE ARCHITECTURAL PLAN	08-17-17
3	PROVIDE ARCHITECTURAL PLAN	08-17-17
4	PROVIDE ARCHITECTURAL PLAN	08-17-17
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49	PROVIDE ARCHITECTURAL PLAN	08-17-17
50	PROVIDE ARCHITECTURAL PLAN	08-17-17



SALEHI ARCHITECT INC.
 200-000 HANCOCKVILLE DRIVE
 SUITE 100
 BOSTON, MASSACHUSETTS 02116

CLIENT :
 PURE LIVING BOND STREET GP LTD.

PROJECT NO. : 08-17

PROJECT :
 1641 - 1657 BOND STREET
 RESIDENTIAL APARTMENT

DRAWING TITLE :
 SOUTH WEST
 VIEW

SCALE: A-00
 0000

DATE: 01-25-2022
 DRAWN: P.R.
 CHECKED: R.S.





THE DRAWING IS THE PROPERTY OF SALEM ARCHITECT INC. ANY REPRODUCTION OR DISTRIBUTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF SALEM ARCHITECT INC. IS STRICTLY PROHIBITED. THE CLIENT ACCEPTS THAT THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

NO.	DESCRIPTION	DATE
1	PROJ. NO. 03-17	15-03-2022
2	PROJ. NO. 03-17	15-03-2022
3	PROJ. NO. 03-17	15-03-2022
4	PROJ. NO. 03-17	15-03-2022
5	PROJ. NO. 03-17	15-03-2022
6	PROJ. NO. 03-17	15-03-2022
7	PROJ. NO. 03-17	15-03-2022
8	PROJ. NO. 03-17	15-03-2022
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21	PROJ. NO. 03-17	15-03-2022
22	PROJ. NO. 03-17	15-03-2022
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25	PROJ. NO. 03-17	15-03-2022
26	PROJ. NO. 03-17	15-03-2022
27	PROJ. NO. 03-17	15-03-2022
28	PROJ. NO. 03-17	15-03-2022
29	PROJ. NO. 03-17	15-03-2022
30	PROJ. NO. 03-17	15-03-2022



SALEM ARCHITECT INC.
 200-800 HARBORSIDE DRIVE
 NORTH VANCOUVER
 B.C. V7M 1A1
 TEL: 604-273-8888

CLIENT :
 PURE LIVING BOND
 STREET GP LTD.

PROJECT NO. : 03-17

PROJECT :
 1541 - 1657 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
**SOUTH EAST
 VIEW**

SEAL
**A-00
 000**

DATE : 01-05-2022
 SCALE :
 DRAWN : P.M.
 CHECKED: R.C.B.



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08-20-2022
2	FOR CONSTRUCTION	09-15-2022
3	FOR CONSTRUCTION	10-01-2022
4	FOR CONSTRUCTION	10-15-2022
5	FOR CONSTRUCTION	10-25-2022
6	FOR CONSTRUCTION	11-05-2022
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97	FOR CONSTRUCTION	05-15-2025
98	FOR CONSTRUCTION	05-25-2025
99	FOR CONSTRUCTION	06-05-2025
100	FOR CONSTRUCTION	06-15-2025



SALEHI ARCHITECT INC.

300 800 AMHERST DRIVE
SUITE 200
DUBLIN, OHIO 43017
TEL: 614-890-7800
WWW.SALEHIARCHITECT.COM

CLIENT:
PURE LIVING BOND
STREET GP LTD.

PROJECT NO. 03-17

PROJECT:

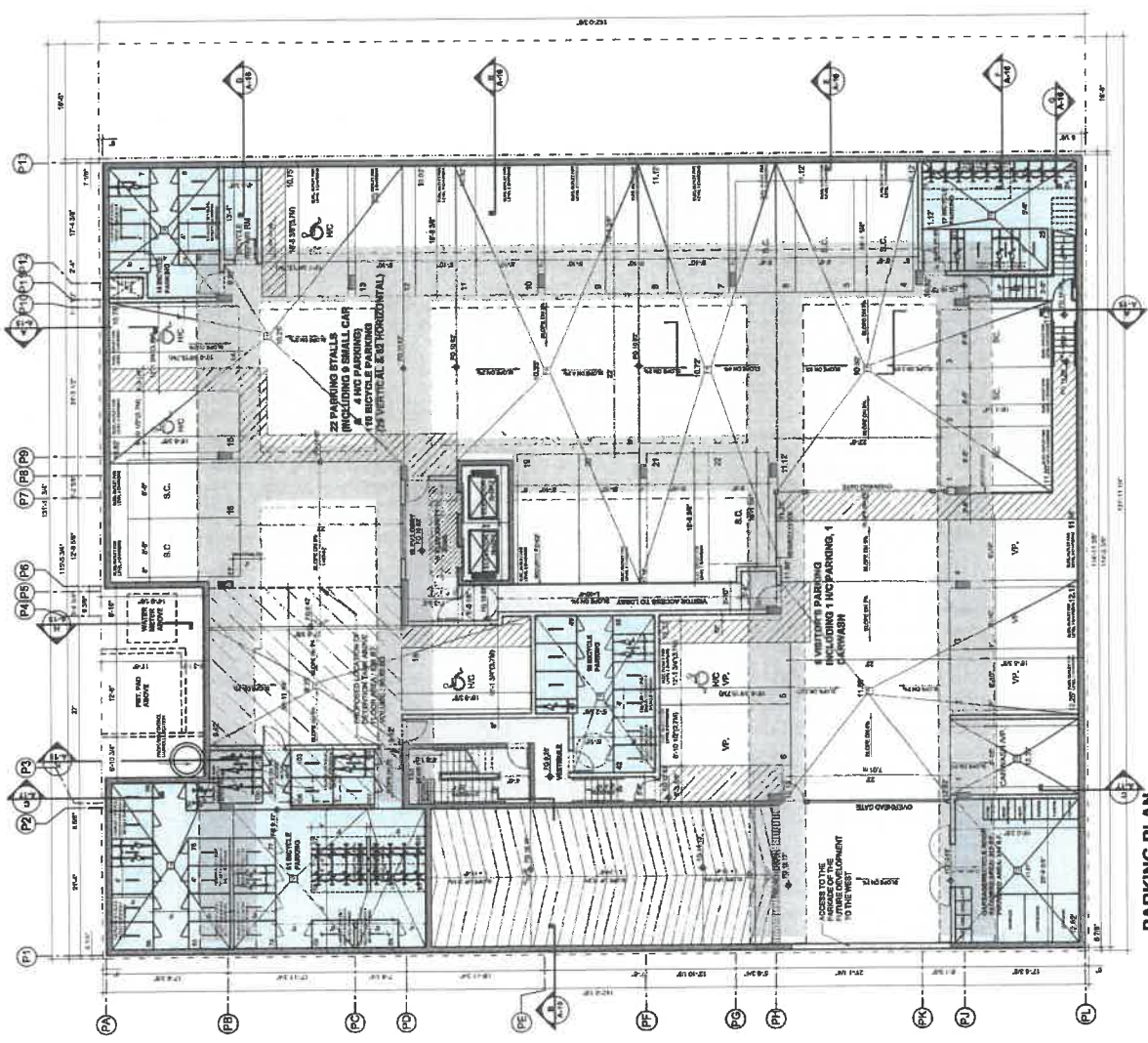
1541 - 1557 BOND STREET
RESIDENTIAL
RENTAL APARTMENT

DRAWING TITLE:
P1 PARKING PLAN

SEAL
A-02

DATE: 01-25-2022
DRAWN: F.A.L.

SCALE: 1/8"=1'-0"
CHECKED: R.B.



PARKING PLAN
15878 S.F.



"ALL DISTANCES ARE IN FEET"

THESE DRAWINGS ARE THE PROPERTY OF SALEHI ARCHITECT INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SALEHI ARCHITECT INC. ALL RIGHTS ARE RESERVED. THE CLIENT HAS AGREED TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM ALL LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST SALEHI ARCHITECT INC. BY ANY THIRD PARTY AS A RESULT OF THE CONTRACTOR'S FAILURE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, REGULATIONS AND CODES. SALEHI ARCHITECT INC. IS NOT RESPONSIBLE FOR ANY DELAYS OR INCOMPLETION OF THE PROJECT CAUSED BY THE CONTRACTOR'S FAILURE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, REGULATIONS AND CODES. SALEHI ARCHITECT INC. HAS NOT EXTENDED ANY WARRANTY.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING AND CONSTRUCTION	04-20-2022
2	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
3	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
4	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
5	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
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27	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
28	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
29	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022
30	REVISIONS TO PERMITTING AND CONSTRUCTION	04-20-2022



SALEHI ARCHITECT INC.
 205 - 400 HAMBURG DRIVE
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 EMAIL: info@salehiarchitect.ca

CLIENT :
 PURE LIVING BOND
 STREET GP L.T.D.

PROJECT NO. : 03-17

PROJECT :
 1541 - 1557 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

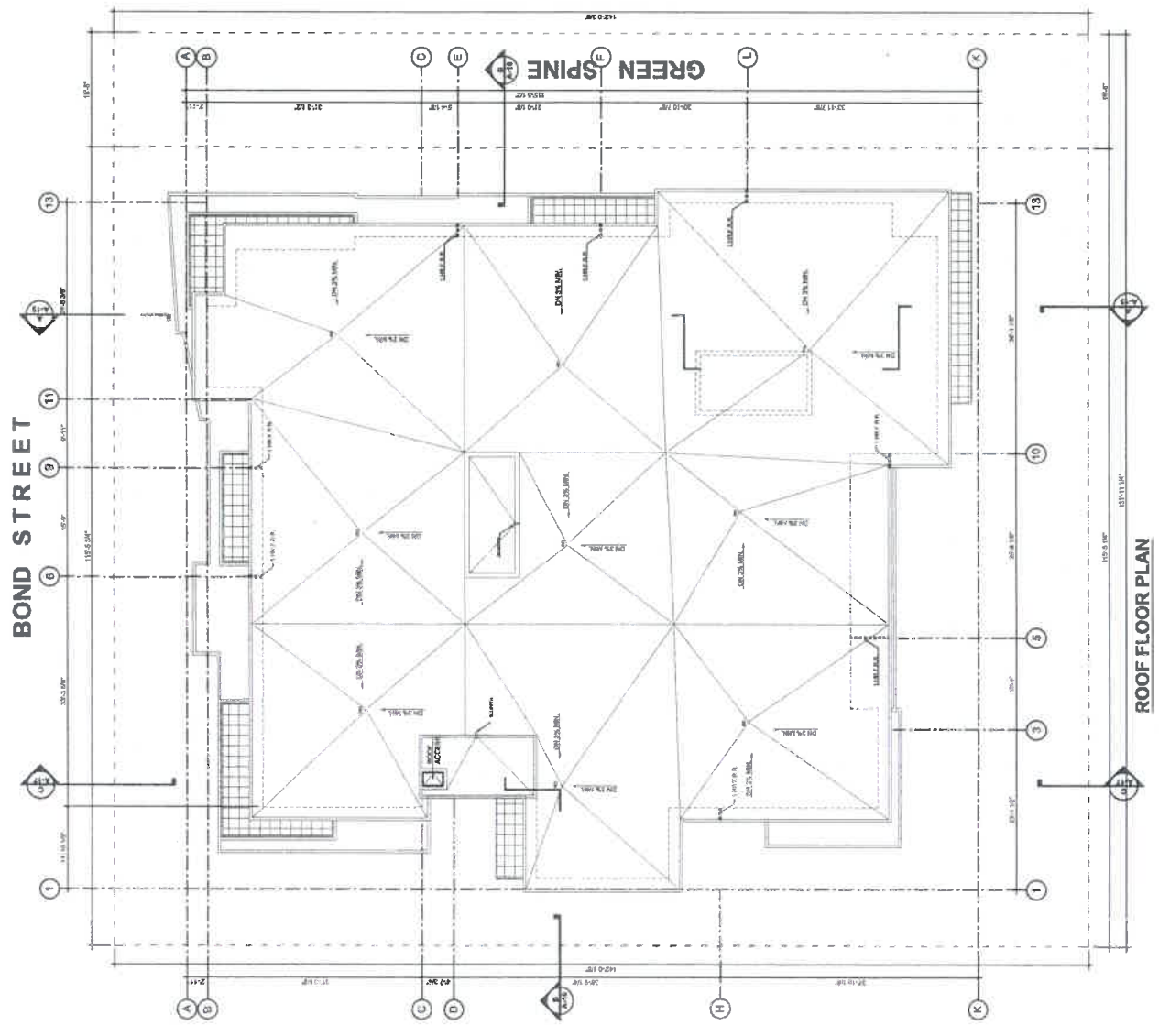
DRAWING TITLE :
 ROOF PLAN

SEAL
A-09

DATE : 04-20-2022
DRAWN : F.N.
SCALE : 1/16"=1'-0"
CHECKED : R.S.



ALL DISTANCES ARE IN FEET



ROOF FLOOR PLAN

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NO.	DESCRIPTION	DATE
1	PRELIMINARY PLANS	01-15-2023
2	REVISED PLANS	02-10-2023
3	REVISED PLANS	03-05-2023
4	REVISED PLANS	03-20-2023
5	REVISED PLANS	04-10-2023
6	REVISED PLANS	04-25-2023
7	REVISED PLANS	05-10-2023
8	REVISED PLANS	05-25-2023
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21	REVISED PLANS	12-10-2023
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23	REVISED PLANS	01-10-2024
24	REVISED PLANS	01-25-2024
25	REVISED PLANS	02-10-2024
26	REVISED PLANS	02-25-2024
27	REVISED PLANS	03-10-2024
28	REVISED PLANS	03-25-2024
29	REVISED PLANS	04-10-2024
30	REVISED PLANS	04-25-2024



SALEHI ARCHITECT INC.
 205 - 430 ALHAMBRA DRIVE
 TORONTO, ONTARIO M5S 1A5
 TEL: 416-593-8800
 EMAIL: info@salehiarchitect.com

CLIENT:
 PURE LIVING BOND
 STREET GP LTD.

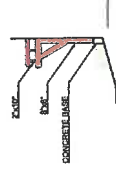
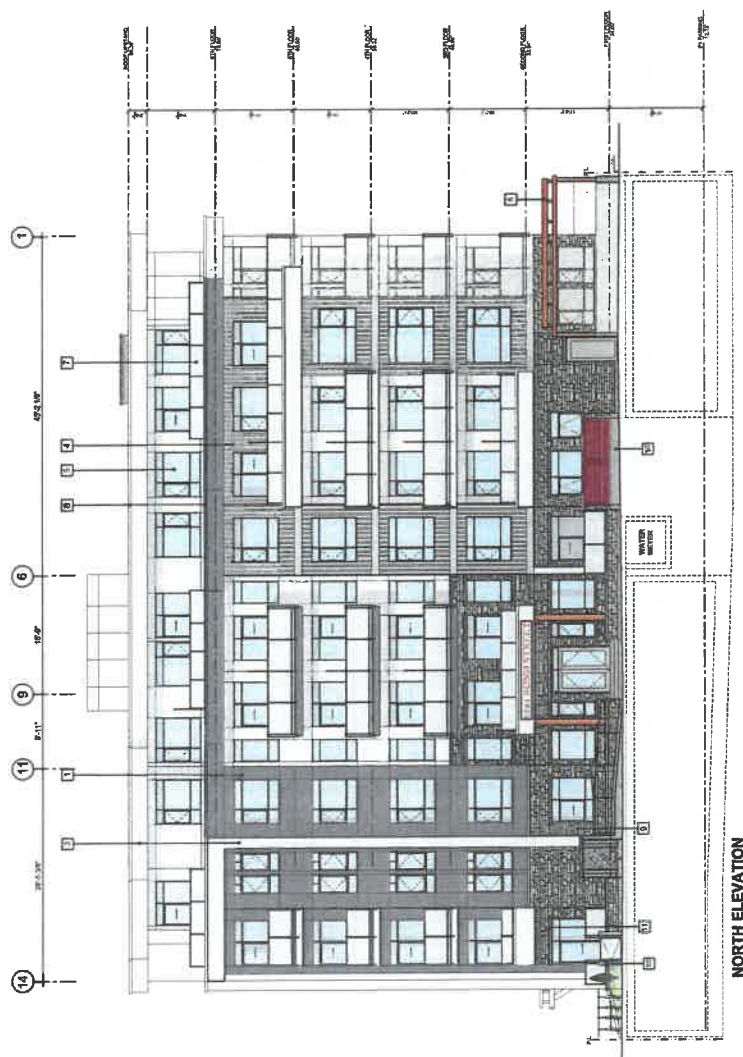
PROJECT NO.: 03-17

PROJECT:
 1544 - 1557 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE:
NORTH ELEVATION

SCALE: 1/16"=1'-0"
A-10

DATE: 01-25-2023
SCALE: 1/16"=1'-0"
DRAWN: F.N.
CHECKED: R.S.



SIDE VIEW OF THE PROPOSED ARBOR

NORTH ELEVATION

- FINISH MATERIALS LIST:**
- 1 FIBER CEMENT HARDBOARD PANEL - ALTA MIRA (CL3076A-GENERAL PAINT)
 - 2 FIBER CEMENT HARDBOARD PANEL - ASTON (CL2603B-GENERAL PAINT)
 - 3 FIBER CEMENT HARDBOARD PANEL - WEDDING VEIL (2125-70 BENJAMIN MOORE) FEATHER GRAY - (2127-60 BENJAMIN MOORE)
 - 4 CORRUGATED SHEET METAL
 - 5 RESIDENTIAL VINYL WINDOW FRAMES
 - 6 BLACK CLEAR GLAZING
 - 7 ALUMINUM ARBOR - SPANISH CHESTNUT # A057 BY ICI PAINT
 - 8 ALUMINUM GUARDRAIL WITH CLEAR GLAZING - CHARCOAL
 - 9 METAL FLASHING - TO MATCH BACKGROUND COLOR
 - 10 CULTURED STONE - ECHO RIDGE COBBLEFIELD
 - 11 EXPOSED CAST IN PLACE CONCRETE - ARCHITECTURAL FINISH COME WITH CLEAR SEALER
 - 12 PRE-CAST CONCRETE CAP

THESE DRAWINGS HAVE BEEN PREPARED BY SALEHI ARCHITECT INC. FOR THE ARCHITECTURAL RECORD SET FOR THE PROPOSED CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL RECORD SET IS THE FINAL DESIGN AND SHALL BE USED FOR THE CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL RECORD SET IS THE FINAL DESIGN AND SHALL BE USED FOR THE CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL RECORD SET IS THE FINAL DESIGN AND SHALL BE USED FOR THE CONSTRUCTION OF THE PROJECT.

NO.	DESCRIPTION	DATE
1	PRELIMINARY	03-17-2022
2	CONCEPTUAL DESIGN	03-17-2022
3	SCHEMATIC DESIGN	03-17-2022
4	PRELIMINARY CONTRACT DOCUMENTS	03-17-2022
5	FINAL CONTRACT DOCUMENTS	03-17-2022
6	CONSTRUCTION PERMITS	03-17-2022
7	CONSTRUCTION	03-17-2022
8	FINAL AS-BUILT DRAWINGS	03-17-2022



SALEHI ARCHITECT INC.
 200 S. 10TH AVE. SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.8888
 WWW.SALEHIARCHITECT.COM

CLIENT :
 PURE LIVING BOND
 STREET GP. LTD.

PROJECT NO. : 03-17

PROJECT :
 1541 - 1557 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
EAST ELEVATION

SCALE : 1/8"=1'-0"
DATE : 01-25-2022
DRAWN : F.N.
CHECKED : R.E.

A-11



EAST ELEVATION

- FINISH MATERIALS LIST :**
- 1 FIBER CEMENT HARDBOARD PANEL - ALTAMIRA (CL2070)-GENERAL PAINT
 - 2 FIBER CEMENT HARDBOARD PANEL - ASTRON (CL2803)-GENERAL PAINT
 - 3 FIBER CEMENT HARDBOARD PANEL - WEDDING VEIL (2125-70 BENJAMIN MOORE)
 - 4 CORRUGATED SHEET METAL - FEATHER GRAY - (2127-60 BENJAMIN MOORE)
 - 5 RESIDENTIAL VINYL WINDOW FRAMES - BLACK CLEAR GLAZING
 - 6 ALUMINUM ARBOR - SPANISH CHESTNUT # A0517 (ICI PAINT)
 - 7 ALUMINUM GUARDRAIL WITH CLEAR GLAZING - CHARCOAL
 - 8 METAL FLASHING - TO MATCH BACKGROUND COLOR
 - 9 CULTURED STONE - ECHO RIDGE COBBLEFIELD
 - 10 EXPOSED CAST IN PLACE CONCRETE - ARCHITECTURAL FINISH COME WITH CLEAR SEALER
 - 11 PRE-CAST CONCRETE CAP

THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE DRAWINGS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONTRACTOR. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR THE PERFORMANCE OF THE BUILDING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE DRAWINGS.

THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE DRAWINGS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONTRACTOR. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR THE PERFORMANCE OF THE BUILDING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE DRAWINGS.

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITTING APPLICATION	04-20-2023
2	ISSUE FOR PERMITTING APPLICATION	04-20-2023
3	ISSUE FOR PERMITTING APPLICATION	04-20-2023
4	ISSUE FOR PERMITTING APPLICATION	04-20-2023
5	ISSUE FOR PERMITTING APPLICATION	04-20-2023
6	ISSUE FOR PERMITTING APPLICATION	04-20-2023
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25	ISSUE FOR PERMITTING APPLICATION	04-20-2023
26	ISSUE FOR PERMITTING APPLICATION	04-20-2023
27	ISSUE FOR PERMITTING APPLICATION	04-20-2023
28	ISSUE FOR PERMITTING APPLICATION	04-20-2023
29	ISSUE FOR PERMITTING APPLICATION	04-20-2023
30	ISSUE FOR PERMITTING APPLICATION	04-20-2023



SALEHI ARCHITECT INC.

205 - 600 HARBORVIEW DRIVE
 SUITE 1000
 TORONTO, ONTARIO M5V 1A6
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CLIENT :
 PURE LIVING BOND
 STREET GP LTD.

PROJECT NO. 03-17

PROJECT :
 1541 - 1557 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
SOUTH ELEVATION

SEAL

A-12

DATE: 01-25-2023
DATE: 01-25-2023
SCALE: 1/8"=1'-0"
DRAWN: F.N.
CHECKED: R.S.



- FINISH MATERIALS LIST :**
- 1 FIBER CEMENT HARDIE PANEL - ALTAMIRA (CL3076A-GENERAL PAINT)
 - 2 FIBER CEMENT HARDIE PANEL - ASTROM (CL2603D-GENERAL PAINT)
 - 3 FIBER CEMENT HARDIE PANEL - WEDDING VEL (R125-70 BENJAMIN MOORE)
 - 4 CORRUGATED SHEET METAL FEATHER GRAY - (R127-60 BENJAMIN MOORE)
 - 5 RESIDENTIAL VINYL WINDOW FRAMES - BLACK CLEAR GLAZING
 - 6 ALUMINUM ARBOR - SPANISH CHESTNUT # A0517 BY ICI PAINT
 - 7 ALUMINUM GUARDRAIL WITH CLEAR GLAZING - CHARCOAL
 - 8 METAL FLASHING - TO MATCH BACKGROUND COLOR
 - 9 CULTURED STONE - ECHO RIDGE CORBELEFIELD
 - 10 EXPOSED CAST IN PLACE CONCRETE - ARCHITECTURAL FINISH COME WITH CLEAR SEALER
 - 11 PRE-CAST CONCRETE CAP

THESE DRAWINGS ARE THE PROPERTY OF SALEHI ARCHITECT INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF SALEHI ARCHITECT INC. IS STRICTLY PROHIBITED. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. SALEHI ARCHITECT INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB. SALEHI ARCHITECT INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. SALEHI ARCHITECT INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB. SALEHI ARCHITECT INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS.

NO.	DESCRIPTION	DATE
1	FOUNDATION	10-15-2022
2	FLOOR SLAB	10-15-2022
3	WALLS	10-15-2022
4	ROOF	10-15-2022
5	MECHANICAL	10-15-2022
6	ELECTRICAL	10-15-2022
7	PLUMBING	10-15-2022
8	MECHANICAL	10-15-2022
9	ELECTRICAL	10-15-2022
10	PLUMBING	10-15-2022
11	MECHANICAL	10-15-2022
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27	ELECTRICAL	10-15-2022
28	PLUMBING	10-15-2022
29	MECHANICAL	10-15-2022
30	ELECTRICAL	10-15-2022



SALEHI ARCHITECT INC.
 200 000 MARLBOROUGH DRIVE
 SUITE 100
 WILLOWDALE, ONTARIO L4Y 1W1
 TEL: 416-490-9900
 FAX: 416-490-9901
 EMAIL: info@salehiarchitect.com

CLIENT:
 PURE LIVING BOND
 STREET GP LTD.

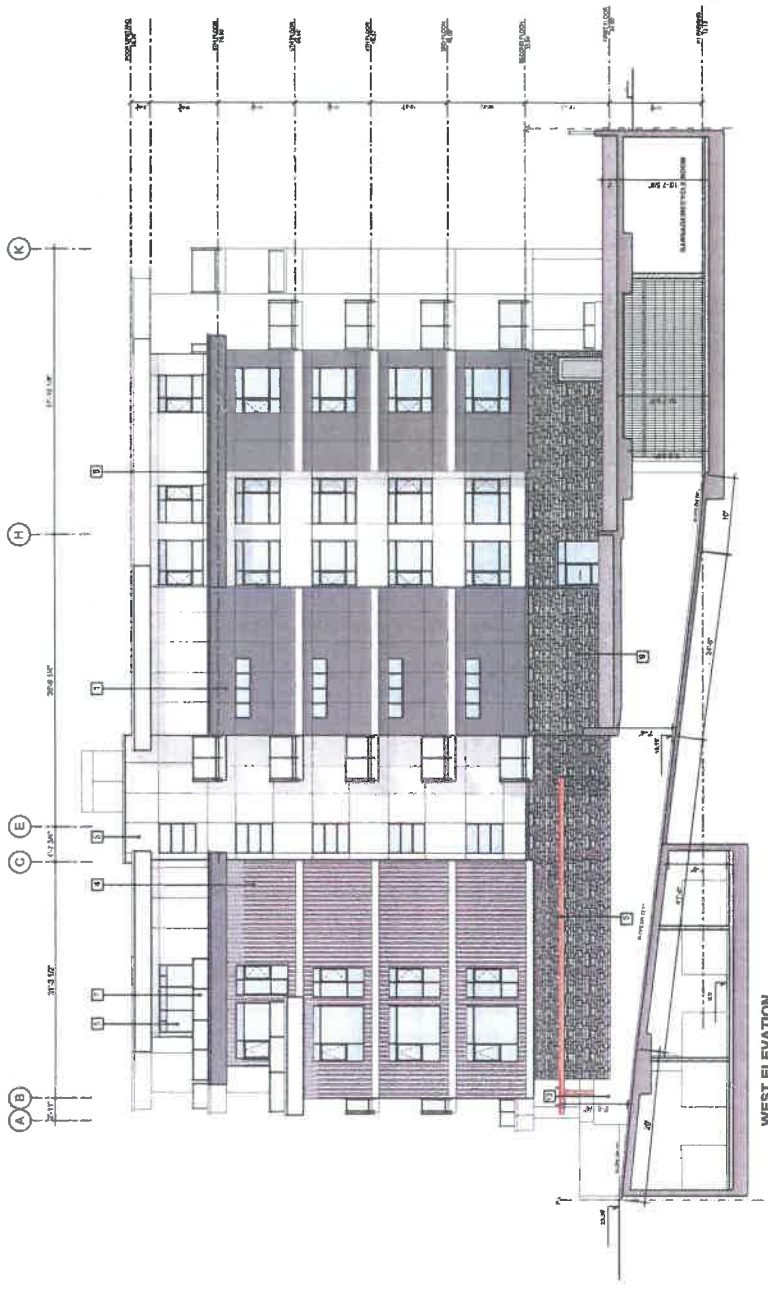
PROJECT NO.: 03-17

PROJECT:
 1641 - 1557 BOND STREET
 RESIDENTIAL APARTMENT

DRAWING TITLE:
WEST ELEVATION

SCALE: 1/16"=1'-0"
DATE: 01-25-2022
DRAWN: F.N.
CHECKED: R.L.S.

A-13



WEST ELEVATION

- FINISH MATERIALS LIST:**
- 1 FIBER CEMENT HARDBOARD PANEL - ALTANIRA (CL3076A-GENERAL PAINT)
 - 2 FIBER CEMENT HARDBOARD PANEL - ASTRON (CL2833D-GENERAL PAINT)
 - 3 FIBER CEMENT HARDBOARD PANEL - WEDDING VEL. (2125-70 BENJAMIN MOORE)
 - 4 CORRUGATED SHEET METAL - PEPPER GRAY - (1227-00 BENJAMIN MOORE)
 - 5 RESIDENTIAL VINYL WINDOW FRAMES - BLACK CLEAR GLAZING
 - 6 ALUMINUM ABRON - SPANISH CHESTNUT # A0517 BY ICI PAINT
 - 7 ALUMINUM GUARDRAIL WITH CLEAR GLAZING - CHARCOAL
 - 8 METAL FLASHING - TO MATCH BACKGROUND COLOR
 - 9 CUL TUBES STONE - ECOF RIDGE CORSEFIELD
 - 10 EXPOSED CAST IN PLACE CONCRETE - ARCHITECTURAL FINISH COME WITH CLEAR SEALER
 - 11 PRE-CAST CONCRETE CAP

THESE PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS ARE THE PROPERTY OF SALEHI ARCHITECT INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE WRITTEN CONSENT OF SALEHI ARCHITECT INC. IS STRICTLY PROHIBITED. THE USER OF THESE DOCUMENTS AGREES TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM SUCH REUSE OR MODIFICATION. THE USER OF THESE DOCUMENTS AGREES TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM SUCH REUSE OR MODIFICATION. THE USER OF THESE DOCUMENTS AGREES TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM SUCH REUSE OR MODIFICATION.

NO.	DESCRIPTION	DATE
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49	REVISED PLANS	01-25-2022
50	REVISED PLANS	01-25-2022



SALEHI ARCHITECT INC.
 205 - 570 HANCOCK ROAD
 SUITE 100
 SCARBOROUGH, ONTARIO M1V 4W7
 TEL: (416) 291-1111
 EMAIL: INFO@SALEHIARCHITECT.COM

CLIENT :
 PURE LIVING BOND
 STREET GP LTD.

PROJECT NO. : 03-17

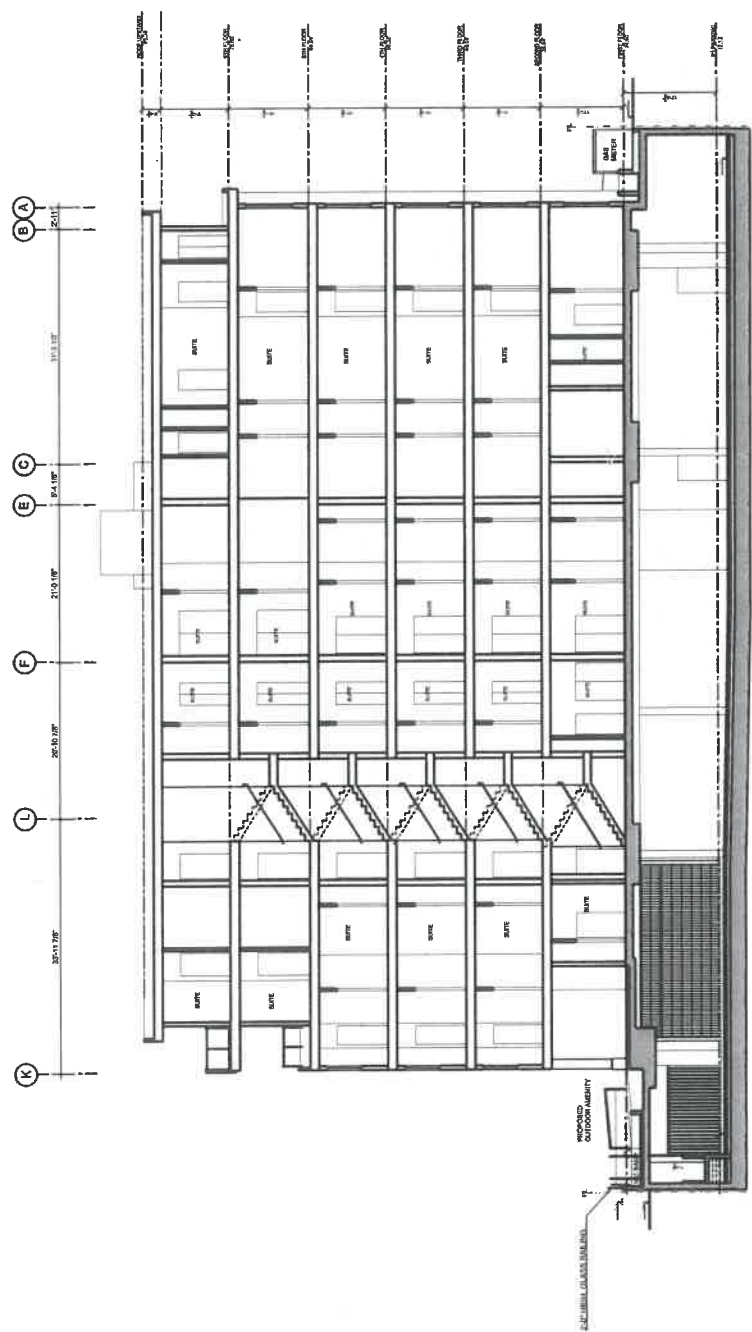
PROJECT :
 1541 - 1567 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
SECTION A-A

SEAL

A-14

DATE : 01-25-2022 DRAWN : F.N.
 SCALE : 1/8"=1'-0" CHECKED: R.B.



SECTION A - A

THESE DRAWINGS SHALL BE CONSIDERED VALID ONLY WHEN USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS ARE AS SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

DATE: 01-25-2022
SCALE: 1/16"=1'-0"

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24	ISSUED FOR PERMITTING	10-10-2021
25	ISSUED FOR PERMITTING	10-10-2021



SALEHI ARCHITECT INC.
 1541 - 1557 BOND STREET
 NORTH VANCOUVER, BC
 TEL: 779-989-8833
 SALES: 779-989-8833

CLIENT:
 PURE LIVING BOND STREET GP LTD.

PROJECT NO. 03-17

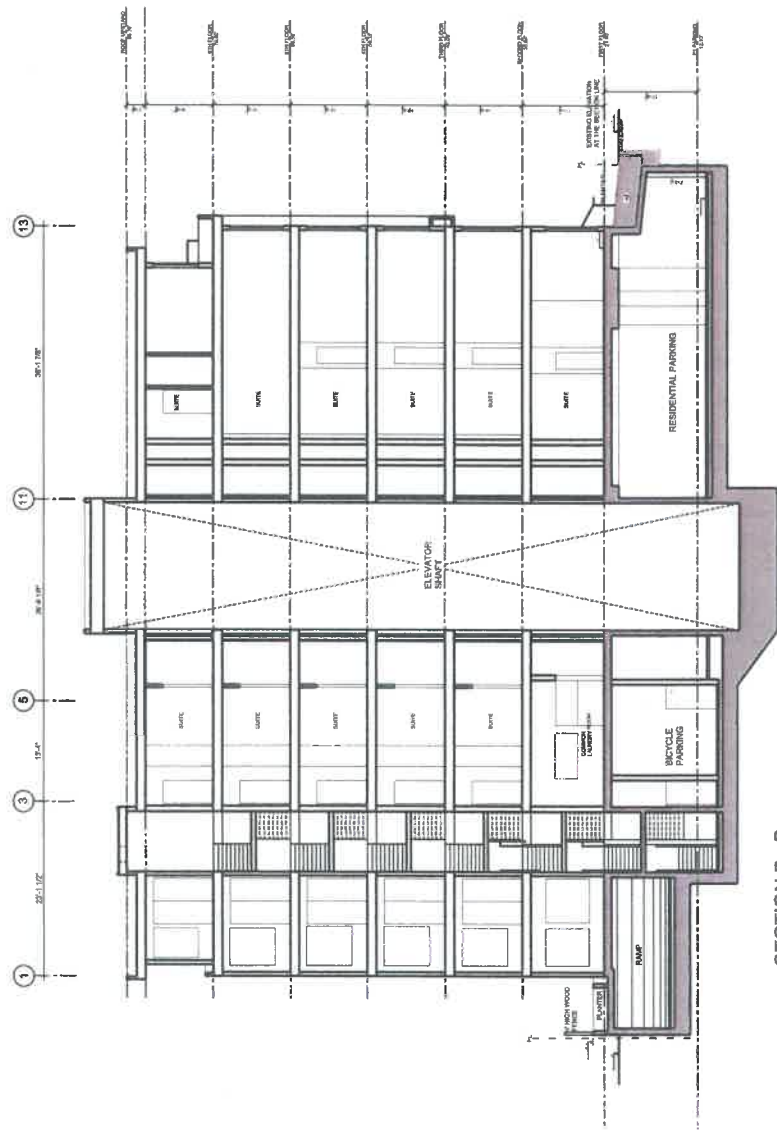
PROJECT:
 1541 - 1557 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE:
**SECTIONS B-B
 D-E-F-G-H & K**

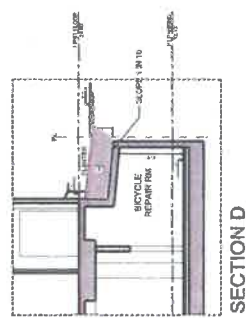
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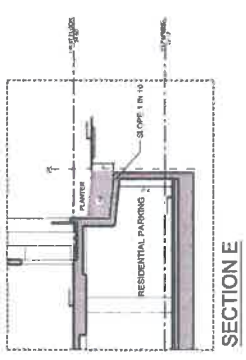
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 DRAWN: F.N.
 CHECKED: R.S.



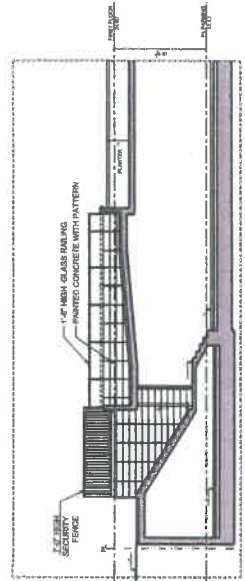
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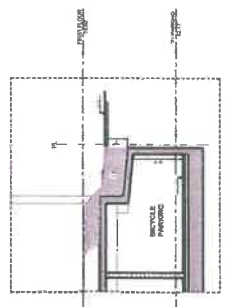
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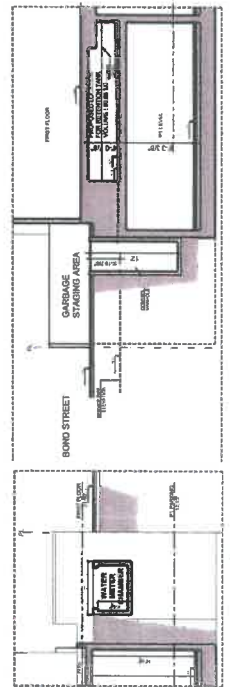
SECTION E



SECTION G



SECTION F



SECTION H

SECTION K

THIS DRAWING IS THE PROPERTY OF SALEHI ARCHITECT INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SALEHI ARCHITECT INC. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF SALEHI ARCHITECT INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING AGREES TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST SALEHI ARCHITECT INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DRAWING. THE USER OF THIS DRAWING AGREES TO HOLD SALEHI ARCHITECT INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST SALEHI ARCHITECT INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DRAWING.

NO.	DESCRIPTION	DATE
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SALEHI ARCHITECT INC.
 2051 100 MARQUENANCE DRIVE
 VANCOUVER, BC V6M 2R1
 TEL: 778-997-7833
 EMAIL: info@salehiarchitect.com

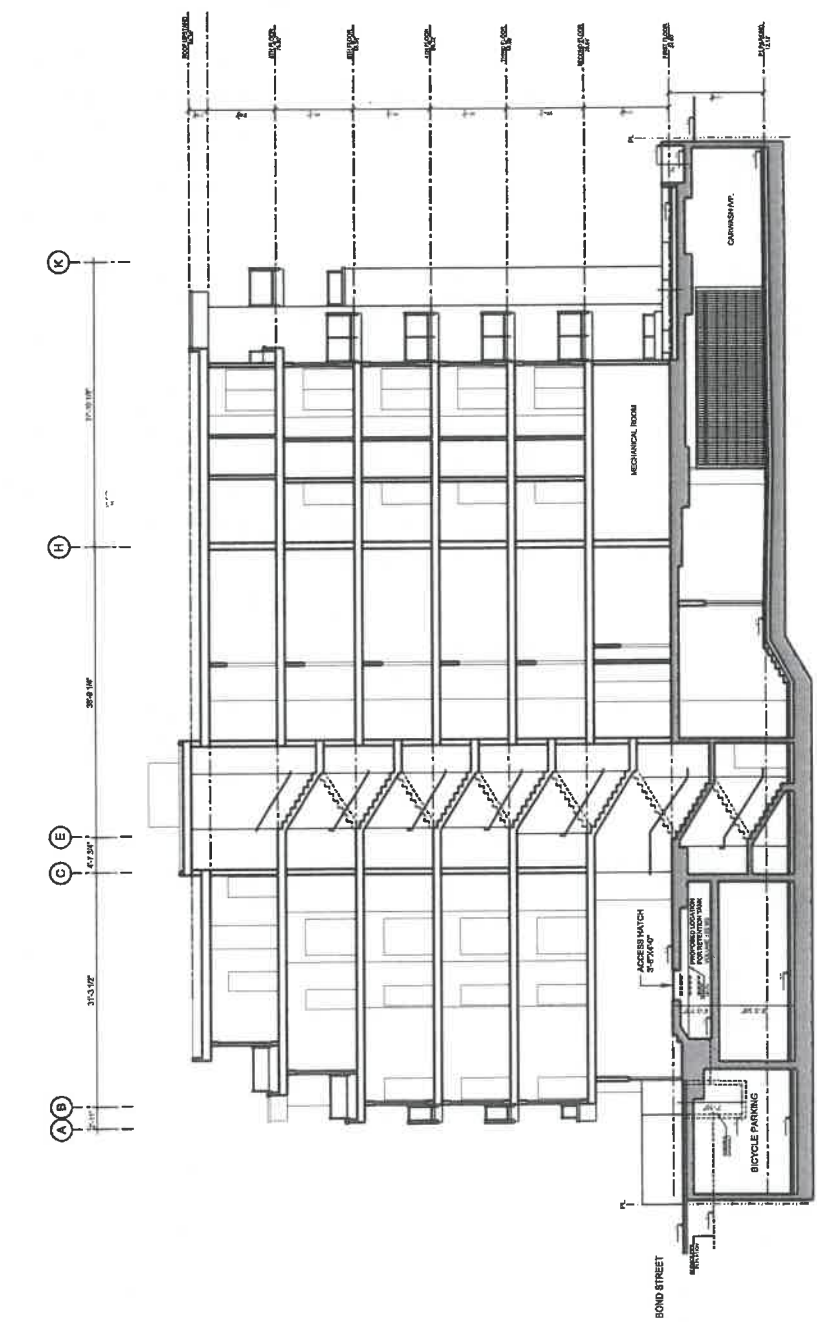
CLIENT :
 PURE LIVING BOND STREET GP LTD.

PROJECT NO. : 03-17

PROJECT :
 1541 - 1557 BOND STREET
 RESIDENTIAL APARTMENT

DRAWING TITLE :
SECTIONS C-C

SEAL	A-16
DATE: 01-25-2022	DRAWN: F.N.
SCALE: 1/8"=1'-0"	CHECKED: S.B.



SECTION C - C

THE CLIENT, ARCHITECTS OR ENGINEERS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE ARCHITECTS OR ENGINEERS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE ARCHITECTS OR ENGINEERS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING.

NO.	DESCRIPTION	DATE
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2	CONCEPT DESIGN	08-05-2019
3	SCHEMATIC DESIGN	08-05-2019
4	PRELIMINARY CONTRACT DOCUMENTS	08-05-2019
5	CONTRACT DOCUMENTS	08-05-2019
6	CONSTRUCTION DOCUMENTS	08-05-2019
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SALEHI ARCHITECT INC.

208-100 MARQUETTE DRIVE
 TORONTO, ONTARIO M5R 1A7
 TEL: 416-593-7323
 EMAIL: info@salehiarchitect.com

CLIENT :
 PURE LIVING BOND STREET GP LTD.

PROJECT NO. : 03-17

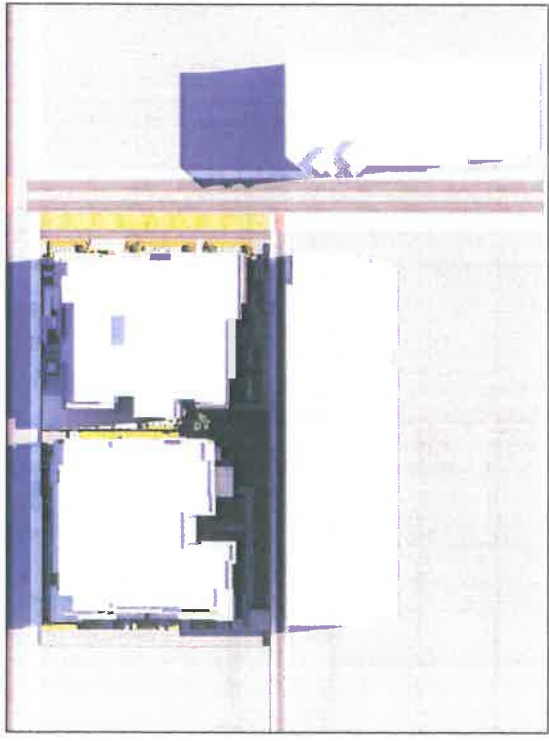
PROJECT :
 1641 - 1657 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

DRAWING TITLE :
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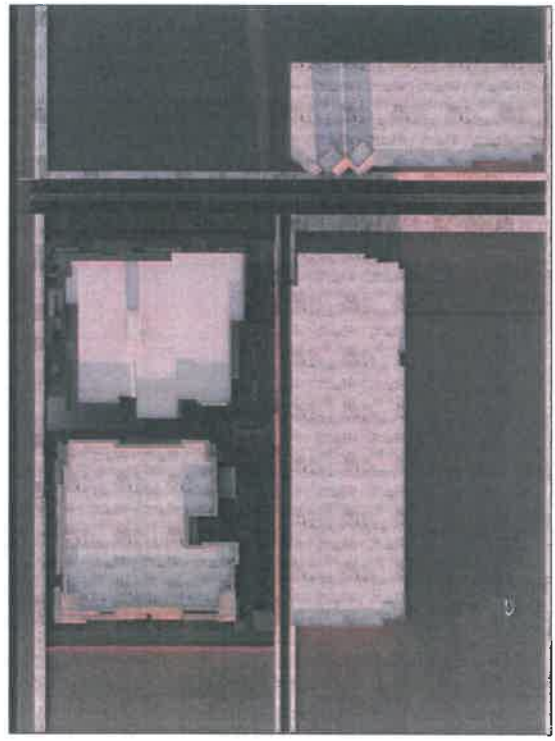
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DATE : 01-25-2022
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 CHECKED : R.S.

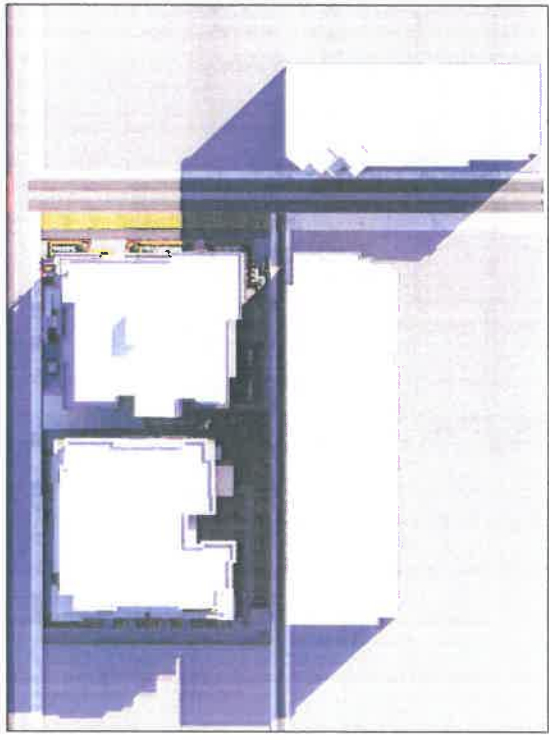
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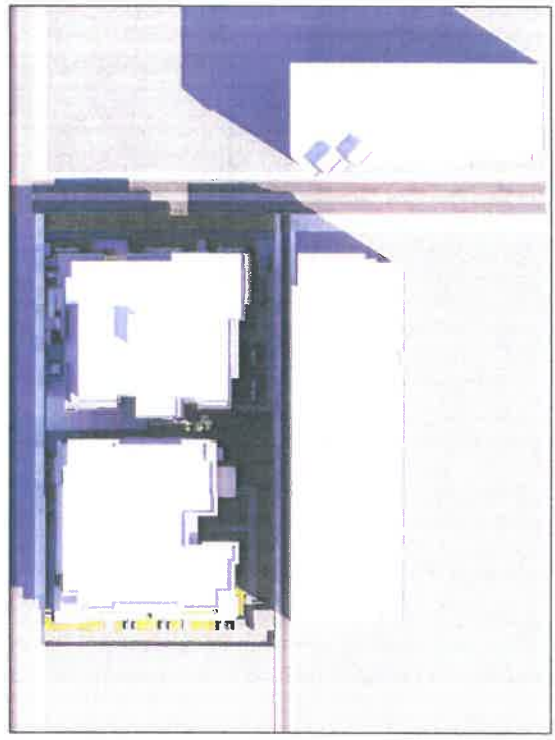
MARCH, 22 - 10 AM



MARCH, 22 - 12 PM



MARCH, 22 - 14 PM



MARCH, 22 - 18 PM

THE ARCHITECT, IN PROVIDING THESE SERVICES, IS PROVIDING AN ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICE. THE ARCHITECT'S DESIGN AND CONSTRUCTION ADMINISTRATION SERVICE IS LIMITED TO THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE ARCHITECT DOES NOT PROVIDE ENGINEERING, SURVEYING, OR PROFESSIONAL LAND SURVEYING SERVICES. THE ARCHITECT'S DESIGN AND CONSTRUCTION ADMINISTRATION SERVICE IS LIMITED TO THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE ARCHITECT DOES NOT PROVIDE ENGINEERING, SURVEYING, OR PROFESSIONAL LAND SURVEYING SERVICES.

NO.	DESCRIPTION	DATE
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3	CONSTRUCTION ADMINISTRATION	06-20-2022
4	FINAL AS-BUILT DRAWINGS	06-20-2022
5	PROJECT CLOSEOUT	06-20-2022
6	ARCHITECT'S FEE	06-20-2022
7	PERMIT FEES	06-20-2022
8	CONSTRUCTION ADMINISTRATION	06-20-2022
9	FINAL AS-BUILT DRAWINGS	06-20-2022
10	PROJECT CLOSEOUT	06-20-2022
11	ARCHITECT'S FEE	06-20-2022
12	PERMIT FEES	06-20-2022
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49	FINAL AS-BUILT DRAWINGS	06-20-2022
50	PROJECT CLOSEOUT	06-20-2022



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 205 - 800 HARBORVIEW BOULE
 NORTH VANCOUVER
 B.C. V7V 1N6

CLIENT :
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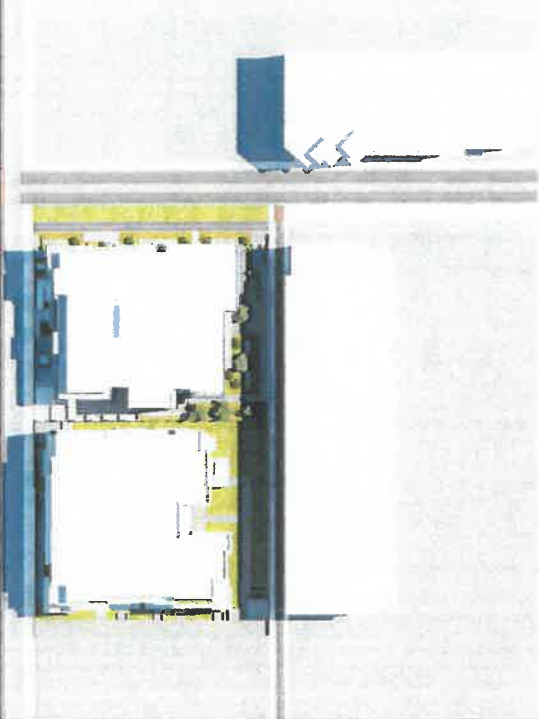
PROJECT NO. : 03-17

PROJECT :
 1511 - 1517 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

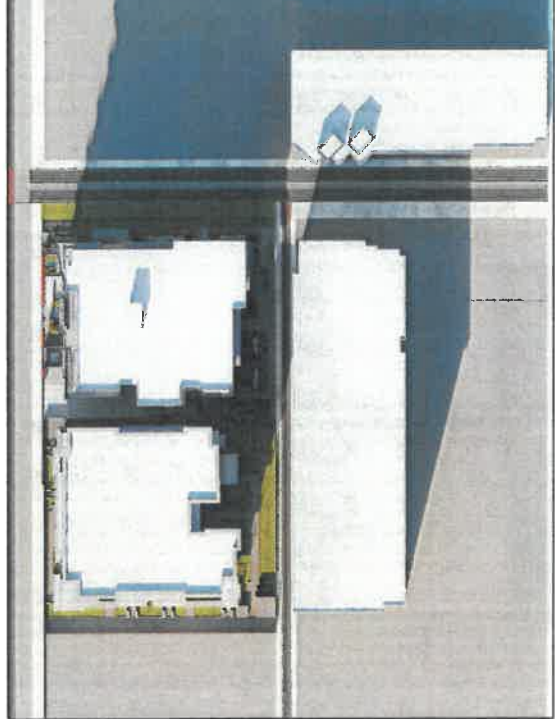
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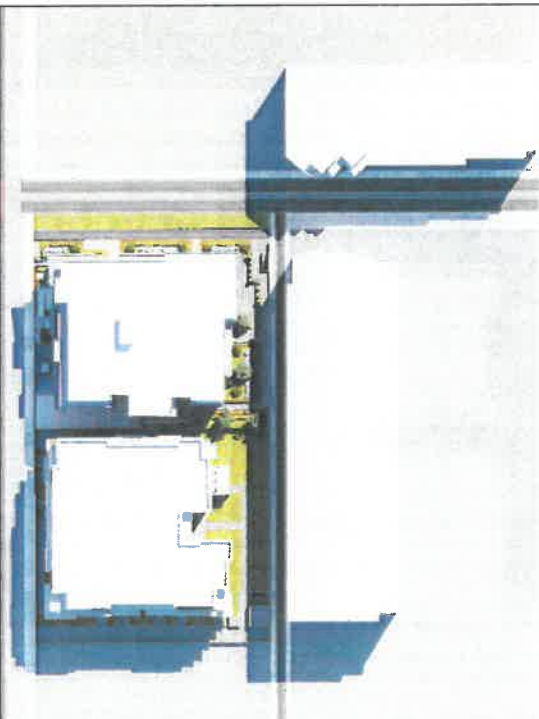
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 CHECKED : R.G.



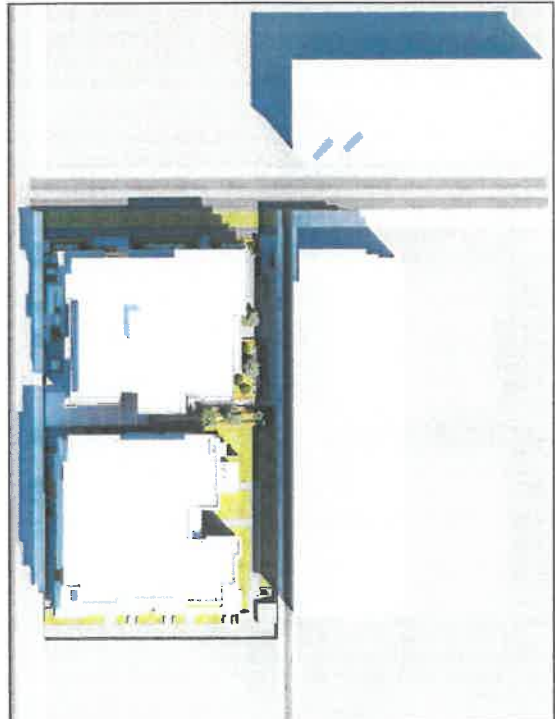
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JUNE 22 - 12 PM



JUNE 22 - 14 PM



JUNE 22 - 18 PM

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SALEHI ARCHITECT INC.
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 FAX: 604-273-8889
 WWW.SALEHIARCHITECT.COM

CLIENT :
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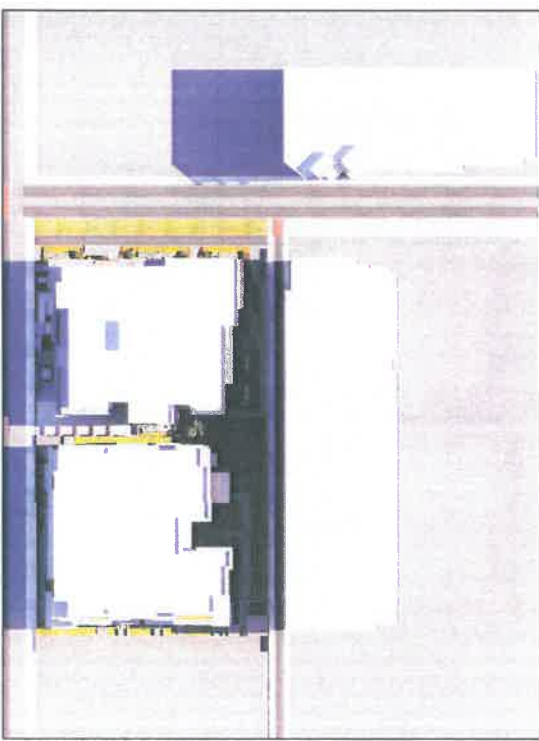
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 1541 - 1867 BOND STREET
 RESIDENTIAL
 RENTAL APARTMENT

PROJECT NO. : 03-17

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DATE: 01-25-2022
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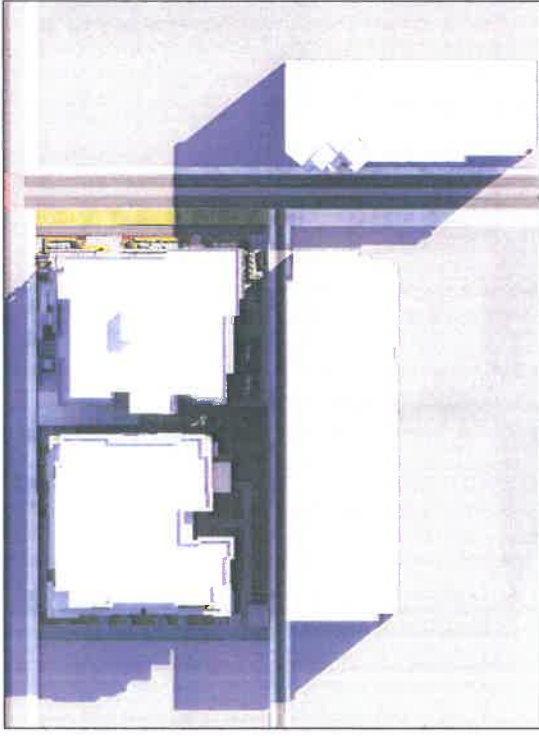
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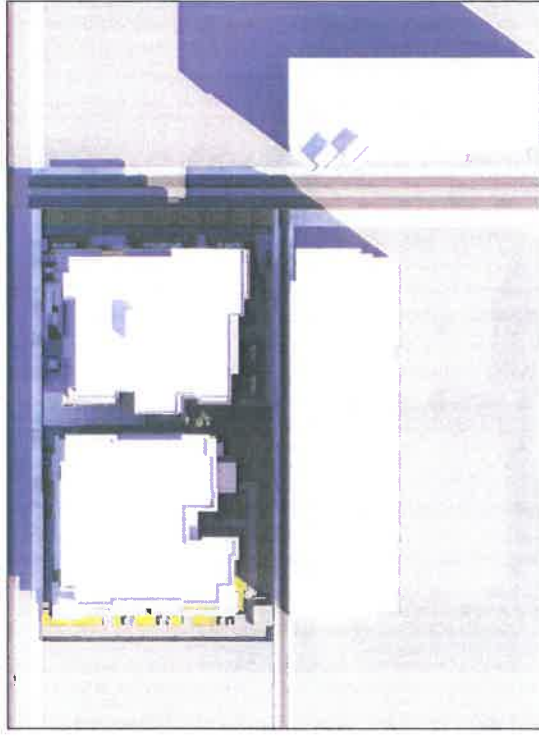
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SEPTEMBER, 22 - 12 PM



SEPTEMBER, 22 - 14 PM



SEPTEMBER, 22 - 18 PM

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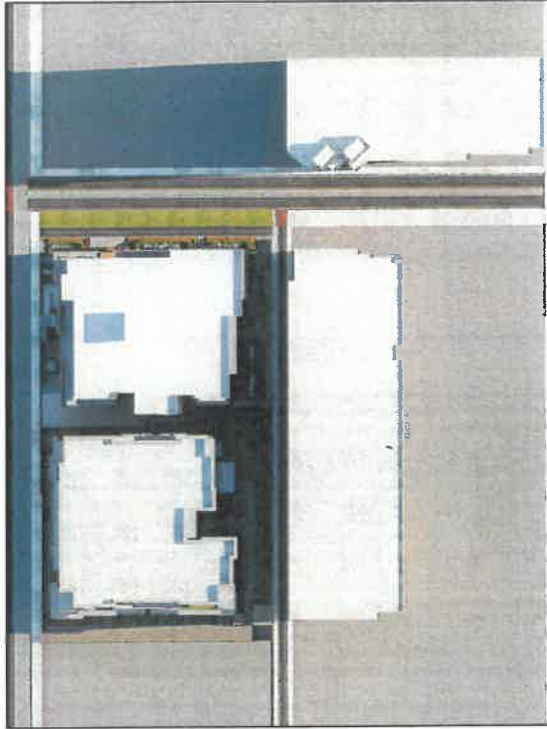
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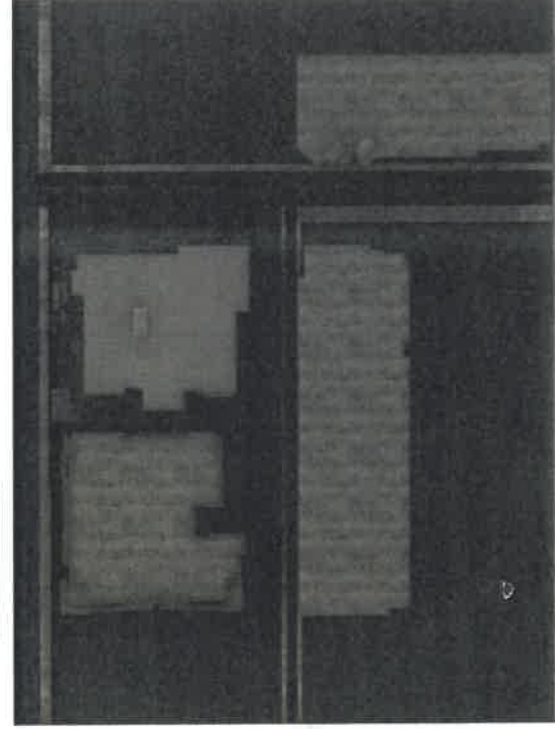
PROJECT :
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 RESIDENTIAL
 RENTAL APARTMENT

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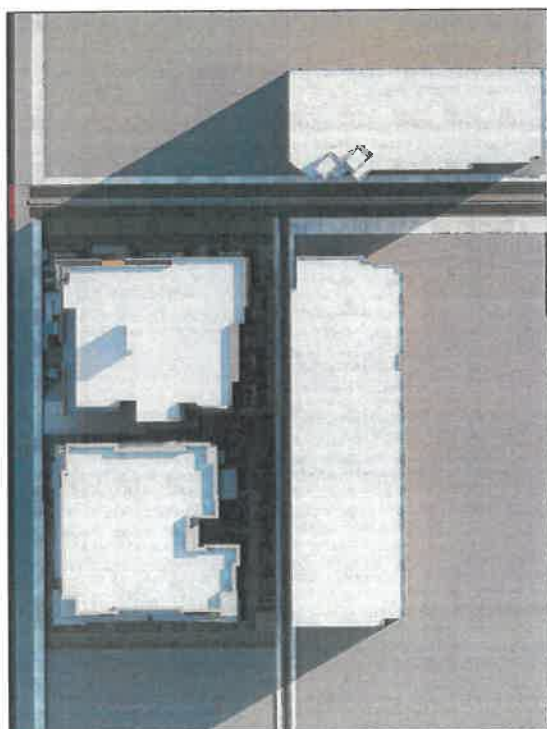
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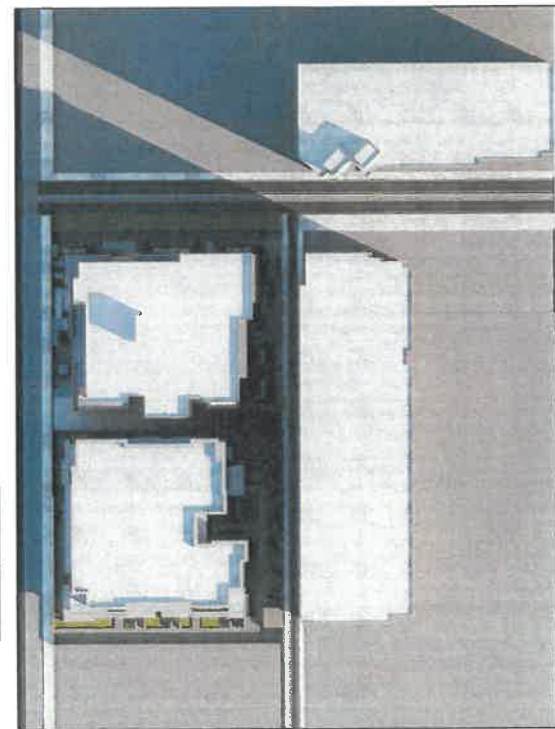
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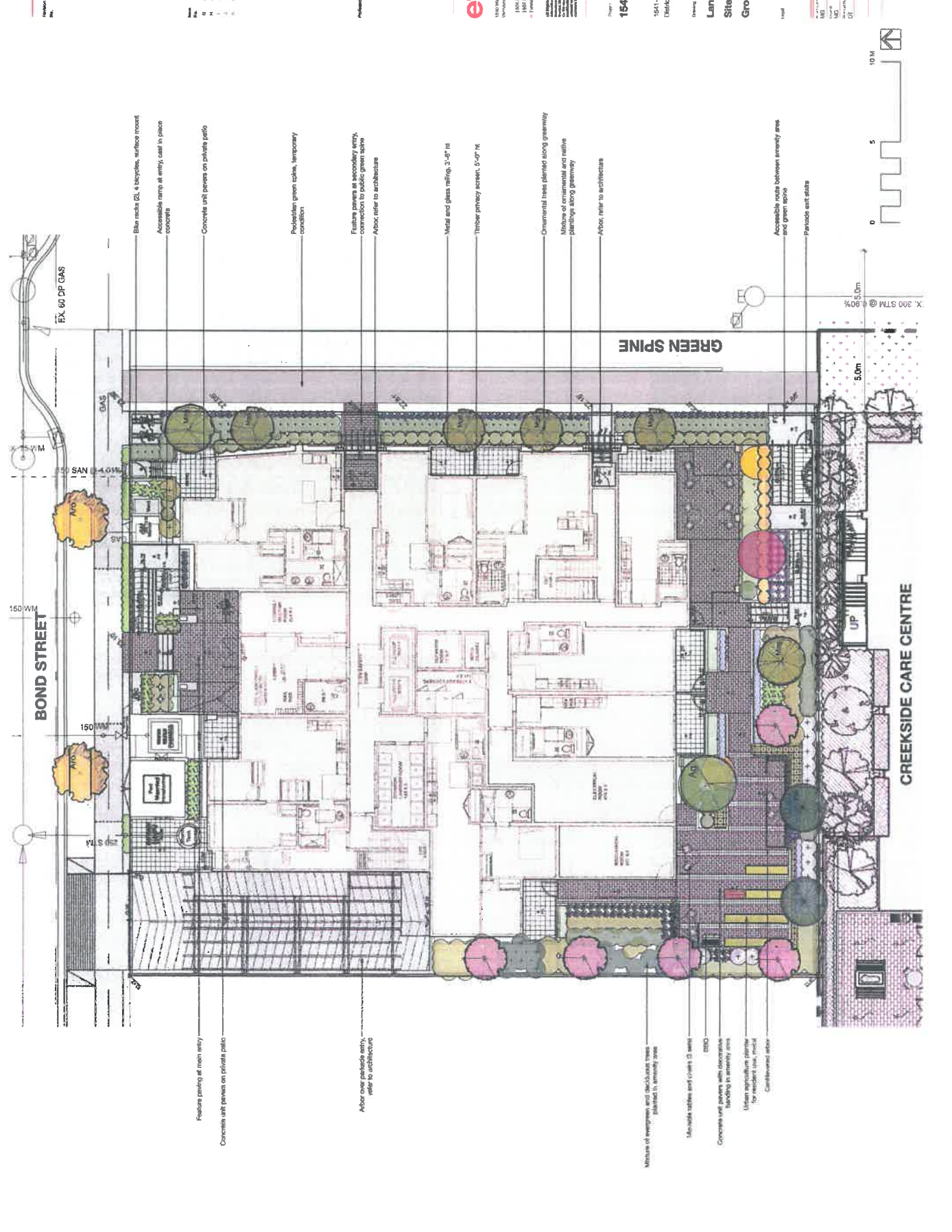
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DECEMBER 22 - 10 AM



DECEMBER 22 - 14 PM



Revision No. Date Description

Revision No.	Date	Description
0	2022-01-14	Issued for ADP
1	2022-05-11	Revised for Development Permit
2	2022-05-20	Revised for Development Permit
3	2022-05-11	Revised for Development Permit

Date: 2022-01-14
 Issued for ADP
 Revisions:
 1. 2022-05-11: Revised for Development Permit
 2. 2022-05-20: Revised for Development Permit
 3. 2022-05-11: Revised for Development Permit

Professional Seal

eta landscape architecture
 1830 West 4th Avenue
 Vancouver, BC, Canada V6L 1A4
 604.683.1508
 604.683.1509
 et@eta.ca
 et.com
 eta.com

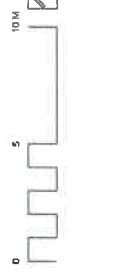
Project:
1541-1557 BOND STREET
 District of North Vancouver

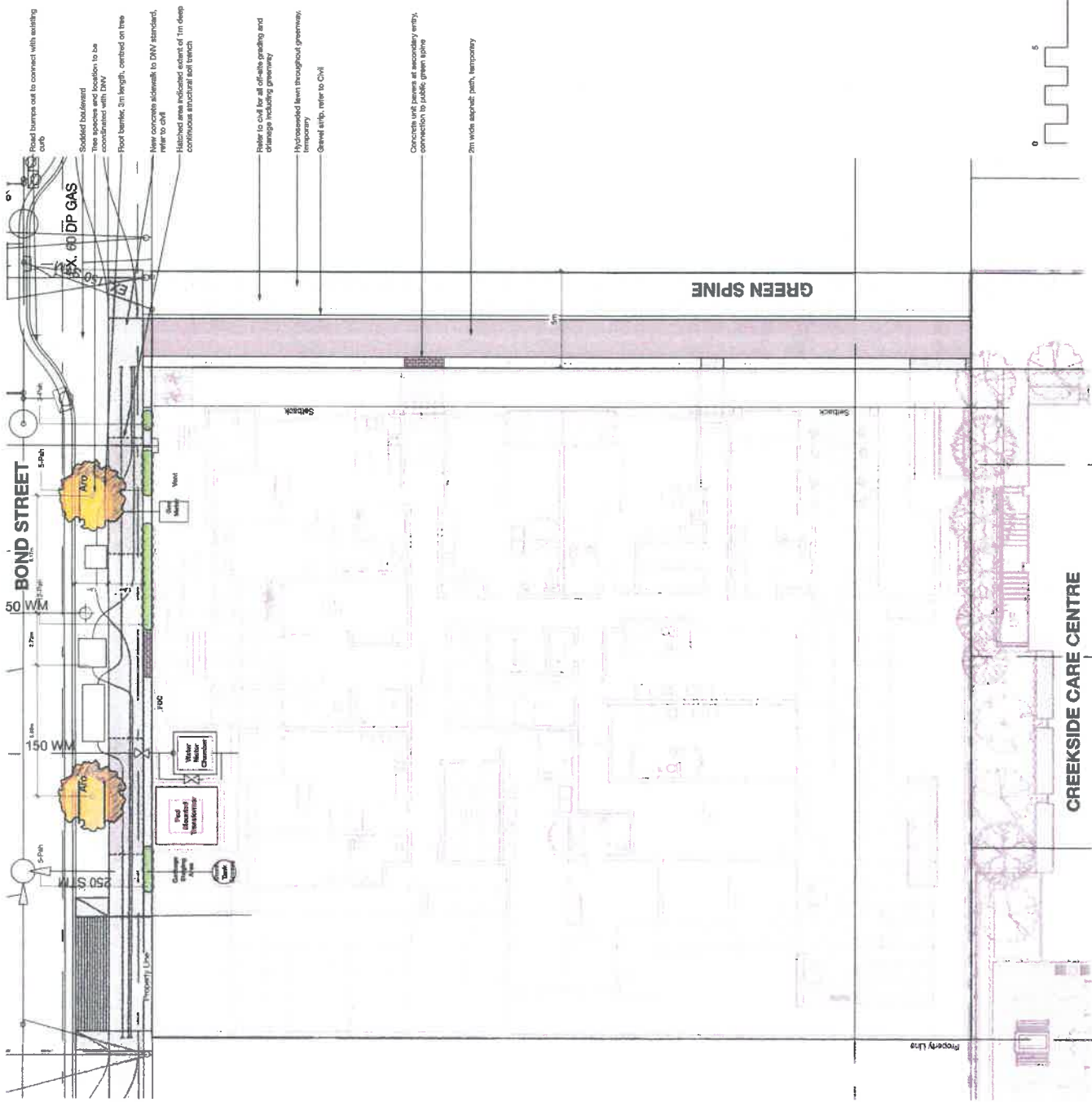
Drawing Title:
Landscape Site Plan
Ground Floor

Scale: 1:500

Scale	North Arrow	Project No.	Scale
1:500	↑	1541-1557	L3.0

- Feature paving at main entry
- Concrete wall paves on private patio
- Aboc over outside walk, refer to architect's
- Feature paving at secondary entry, connection to public green spine
- Aboc refer to architect
- Metal and glass railing, 3'-6" in
- Timber privacy screen, 5'-0" H
- Ornamental trees planted along greenway
- Mixture of ornamental and native plantings along greenway
- Aboc refer to architect
- Accessible route between amenity area and green spine
- Periodic seat stile
- Mixture of evergreen and deciduous trees planted in amenity area
- Movable tables and chairs (3 seats)
- EBDO
- Concrete wall paves with decorative banding in amenity area
- Under vegetation planting for shade/privacy (refer to architect's notes)
- Carthagenia stone
- Blue racks (2), 4 bicycles, surface mount
- Accessible ramp at entry, cast in place concrete
- Concrete wall paves on private patio
- Periodic green cube, temporary condition





Revision No.	Date	Revised Notes
1	2023-01-10	Initial Design
2	2023-02-15	Revised for DNV Standard
3	2023-03-20	Final Design
4	2023-04-10	Final Design

No.	Date	Issue/Notes
1	2023-01-10	Initial Design
2	2023-02-15	Revised for DNV Standard
3	2023-03-20	Final Design
4	2023-04-10	Final Design

Prepared by:

eta ARCHITECTURE

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Project: **1541-1557 BOND STREET**

1541-1557 Bond Street
 District of North Vancouver

Drawing Title: **Landscape Off-Site Plan**

Scale	North Arrow
1:200	North Arrow
1:500	North Arrow
1:1000	North Arrow
1:2000	North Arrow
1:5000	North Arrow
1:10000	North Arrow

NOTES:

-AN UPDATED OFF-SITE PLAN WILL BE PROVIDED TO THE DISTRICT OF NORTH VANCOUVER FOR REVIEW AND APPROVAL TO THE CIVIL DRAWINGS AS PER CITY COMMENTS.

NOTES:

-The District of North Vancouver is responsible for the on-going maintenance of street trees on public streets. The responsibility for the maintenance of street trees on private streets (i.e., boulevards) is the responsibility of the lot owner.

-The final street tree location and species selection will be to the satisfaction of the District.

-Continuous soil trench along boulevards, 1m deep, trees to have min. 10 cubic meters of soil

Rev.	Date	Revised By	Revised For
1	2024.06.11	ET	Revised for Final Approval Permit
2	2024.06.18	ET	Revised for Final Approval Permit
3	2024.06.25	ET	Revised for Final Approval Permit
4	2024.07.04	ET	Revised for Final Approval Permit

Prepared for:



1 NORTH Elevation
Scale: 1:50

VIEW SOUTH FROM BOND STREET

- Timber awning over pergola entrance
- Garage enclosure with cultured stone cladding, refer to architecture for stone
- Timber phone gate in front of Pad Mounted Hydro Transformer
- Future tree at entry
- Cast in place concrete steps
- Accessible ramp, broom finished concrete
- Gate access to gas meters
- Ornamental grasses

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Architectural drawings are prepared in accordance with the British Columbia Building Code and the International Building Code. The drawings are intended for the use of the contractor and are not to be used for any other purpose without the written consent of eta.

1541-1557 BOND STREET

1541-1557 Bond Street
District of North Vancouver
Project ID:

Elevations



2 EAST Elevation
Scale: 1:24

VIEW WEST FROM GREEN SPINE

- 7-ft High Security Fence
- Ramp access to amenity
- Planting along west facade above ramp to amenity as well as along building depth, refer to section
- Ornamental planting along greenway, mixture of evergreen and deciduous
- Glass generalist enclosed perimeter of patio
- Two blue racks, four bicycles

Rev.	Date	Revised By	Revised For
1	2024.06.11	ET	Revised for Final Approval Permit
2	2024.06.18	ET	Revised for Final Approval Permit
3	2024.06.25	ET	Revised for Final Approval Permit
4	2024.07.04	ET	Revised for Final Approval Permit

Note:
 Concrete joints as per MIMCO Standards:
 and where structure such as wall, stairs and curbs must concrete pouring.
 - Control joints to be 1/4" thickness of slab provided at 3m MAX o.c.
 - Construction joints to be provided at 3m MAX o.c.
 - Saw-cuts to be completed within 24hrs of pouring the slab.

Rev	Date	Revision Notes
1	2024/01/10	Issued for RFP
2	2024/01/16	Revised for RFP
3	2024/01/20	Revised for RFP
4	2024/01/24	Revised for RFP
5	2024/01/24	Revised for RFP

Rev	Date	Revision Notes
1	2024/01/10	Issued for RFP
2	2024/01/16	Revised for RFP
3	2024/01/20	Revised for RFP
4	2024/01/24	Revised for RFP
5	2024/01/24	Revised for RFP

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Project
1541-1557 BOND STREET
 1541-1557 Bond Street
 Detail of North Window

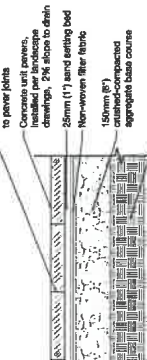
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Details

Rev	Date	Revision Notes
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2	2024/01/16	Revised for RFP
3	2024/01/20	Revised for RFP
4	2024/01/24	Revised for RFP
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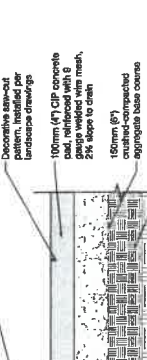
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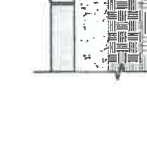
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 Scale: 1:10



2 DETAIL: Concrete Pavers at Grade
 Scale: 1:10



3 DETAIL: Concrete Paving on Slab
 Scale: 1:10



4 DETAIL: Concrete Pavers on Slab
 Scale: 1:10



5 DETAIL: Timber Branch Top
 Scale: 1:10



6 DETAIL: Glass Guard Felli
 Scale: 1:10



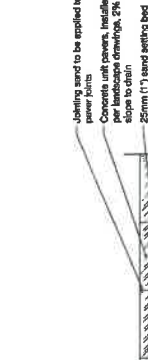
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8 DETAIL: Drip Strip on Slab
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9 DETAIL: Glass Guard Felli
 Scale: 1:10



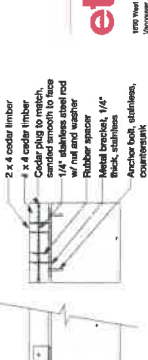
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11 DETAIL: Glass Guard Felli
 Scale: 1:10



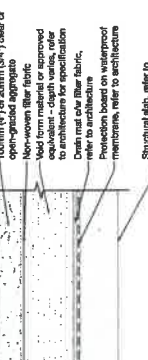
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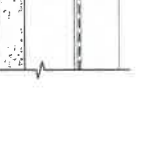
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14 DETAIL: Glass Guard Felli
 Scale: 1:10



15 DETAIL: Glass Guard Felli
 Scale: 1:10



16 DETAIL: Glass Guard Felli
 Scale: 1:10



17 DETAIL: Glass Guard Felli
 Scale: 1:10



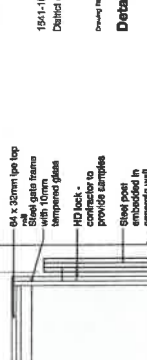
18 DETAIL: Glass Guard Felli
 Scale: 1:10



19 DETAIL: Glass Guard Felli
 Scale: 1:10



20 DETAIL: Glass Guard Felli
 Scale: 1:10



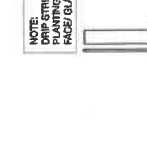
21 DETAIL: Glass Guard Felli
 Scale: 1:10



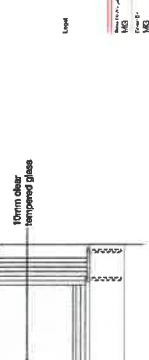
22 DETAIL: Glass Guard Felli
 Scale: 1:10



23 DETAIL: Glass Guard Felli
 Scale: 1:10



24 DETAIL: Glass Guard Felli
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25 DETAIL: Glass Guard Felli
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26 DETAIL: Glass Guard Felli
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27 DETAIL: Glass Guard Felli
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28 DETAIL: Glass Guard Felli
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29 DETAIL: Glass Guard Felli
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30 DETAIL: Glass Guard Felli
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31 DETAIL: Glass Guard Felli
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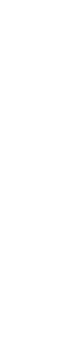
32 DETAIL: Glass Guard Felli
 Scale: 1:10



33 DETAIL: Glass Guard Felli
 Scale: 1:10



34 DETAIL: Glass Guard Felli
 Scale: 1:10

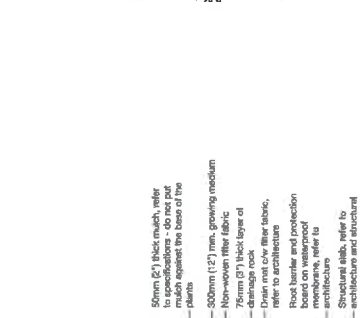


35 DETAIL: Glass Guard Felli
 Scale: 1:10

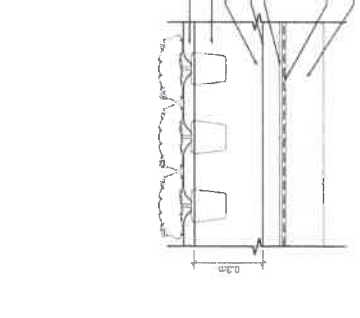


36 DETAIL: Glass Guard Felli
 Scale: 1:10

Rev.	Date	Revised By
1	2020-10-16	3/4/2020
2	2020-10-16	3/4/2020
3	2020-10-16	3/4/2020
4	2020-10-16	3/4/2020
5	2020-10-16	3/4/2020
6	2020-10-16	3/4/2020
7	2020-10-16	3/4/2020



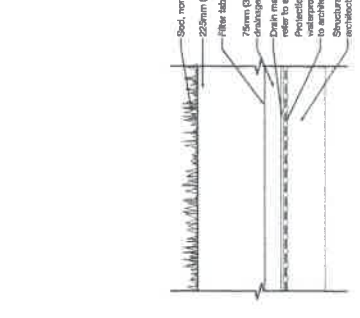
1. DETAIL: Spot Planting on Slab
Scale: 1:10



2. DETAIL: Groundcover Planting on Slab
Scale: 1:10



3. DETAIL: Strub Planting on Slab
Scale: 1:10



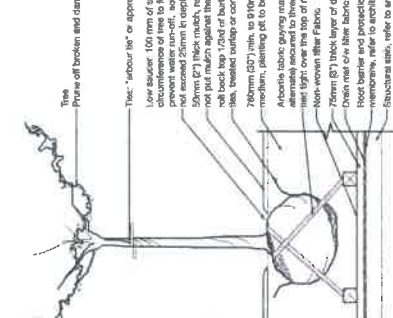
4. DETAIL: Concrete Planter on Slab
Scale: 1:10



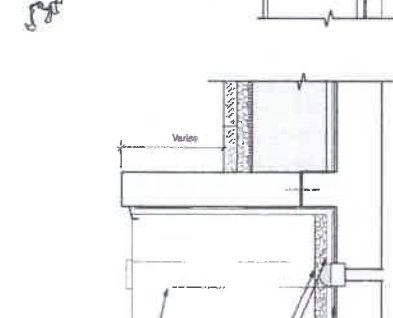
5. DETAIL: Timber Planter on Slab
Scale: 1:10



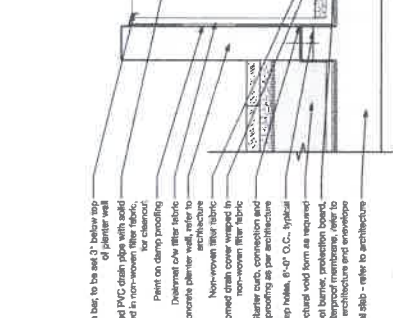
6. DETAIL: Tree Planting on Slab
Scale: 1:25



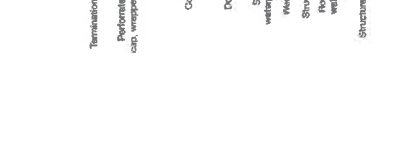
8. DETAIL: Metal and Timber Arbor
Scale: 1:25



7. DETAIL: Upper Agriculture Planter
Scale: 1:10



5. DETAIL: Concrete Planter on Slab
Scale: 1:10



5. DETAIL: Timber Planter on Slab
Scale: 1:10

Project: 1541-1557 Bond Street
Client: City of North Vancouver
Drawing Title: Details
Scale: 1:10

1541-1557 BOND STREET
City of North Vancouver

1541-1557 Bond Street
City of North Vancouver

1541-1557 Bond Street
City of North Vancouver

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1541-1557 Bond Street
City of North Vancouver

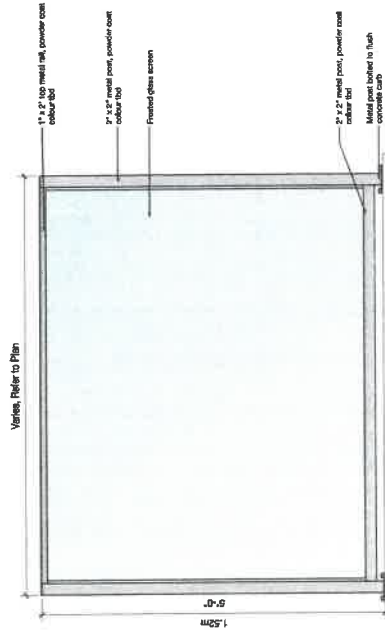
1541-1557 Bond Street
City of North Vancouver

1541-1557 Bond Street
City of North Vancouver

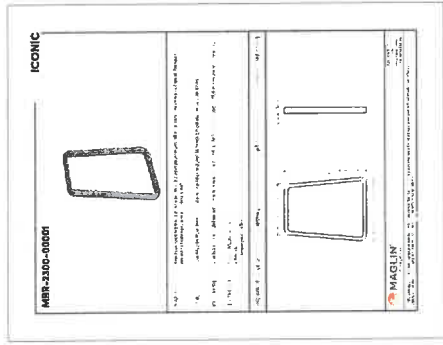
1541-1557 Bond Street
City of North Vancouver

1541-1557 Bond Street
City of North Vancouver

1541-1557 Bond Street
City of North Vancouver



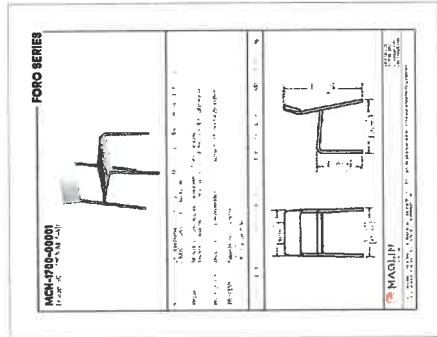
1 DETAIL: Metal Privacy Screen
 Scale: 1/10



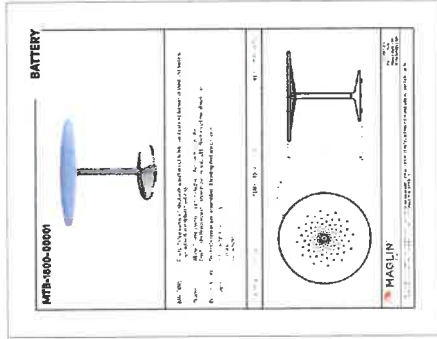
2 DETAIL: Surface Mounted Bike Rack
 Scale: NTS

Rev	Date	Description
0	08/11/2014	Initial Issue
1	08/11/2014	Revised for Eo-Access Panel
2	08/11/2014	Revised for Eo-Access Panel
3	08/11/2014	Revised for Eo-Access Panel
4	08/11/2014	Revised for Eo-Access Panel

Approved: [Signature]

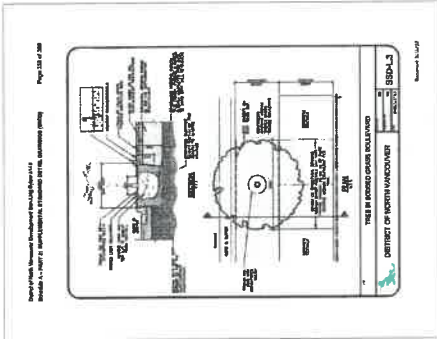


2 DETAIL: Amenity Chair
 Scale: NTS



3 DETAIL: Amenity Table
 Scale: NTS

4 DETAIL: Hydro Seed Mix
 Scale: NTS



5 DETAIL: ONY Tree Planting
 Scale: NTS

eta Architecture Interiors

1650 West 2nd Avenue
 Vancouver, BC, Canada, V6J 1M4

1 604.683.5408
 1 800.465.4568
 info@eta.ca

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Project: 1641-1657 BOND STREET

1641-1657 Bond Street
 District of North Vancouver

Drawing Title: Details

Legend

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1541-1557 Bond Street OCP Amendment and Rezoning Application

Virtual Public Information Meeting Summary Report

Event Date: March 4 to March 18, 2022 (comments were accepted until March 21)
Website: DNV.org/public-meeting
Attendance: 75 visitors to the web page
Video presentation: 28 views
Comments: 1 comment received

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

Approximately 225 notification flyers were delivered within a 100m radius of the site. Appendix A includes a copy of this package and a map of the distribution area.

Newspaper Ad

A newspaper ad was placed in two editions of the North Shore News on Wednesday, March 2, 2022 and Wednesday, March 9, 2022. A copy of the ads is included in Appendix A: Notification.

Project Team:

The following District staff and project team members supported the virtual public information meeting:

District of North Vancouver:

- Emel Nordin, Development Planner

Project Team:

- Norman Laube, Pure Living Bond Street

Overview:

The meeting was held in a virtual Public Information Meeting format. The purpose of this virtual public information meeting was to present to neighbours the proposed OCP amendment and rezoning application and the multi-family residential development concept. Meeting participants could view a video presentation and browse display boards prepared by the project team on the virtual meeting web page. Participants were also provided the opportunity to submit questions and comments to the project

team and Development Planner through the virtual meeting web page between March 4 and March 21, 2022. One comment was received in support of the project.

Comment(s):

1. Love this project especially its commitment to accessibility! I am excited for accessible and diverse housing options to be a part of the Lynn creek plan. As someone who lives in the area, I am especially excited for better sidewalks, landscaping, and beautiful architecture from this development. Very supportive of housing types for all and for more opportunities for residency for ALL types of people in the DNV!

Conclusion:

Approximately 225 invitations were distributed to the surrounding community, and 75 visitors accessed the virtual meeting web page. Two newspaper ads notified the community of the meeting, and two signs were posted on the property. One comment was submitted to the Development Planner.

The public could participate in this process in several ways:

- Viewing the video presentation
- Browsing the display boards
- Submitting written comments and questions to the project team and Development Planner

The meeting length and format was sufficient to provide all participants an opportunity to learn more and submit questions and make the comments they wished to provide within a two-week period. The applicant successfully notified and presented their proposal to the community, and neighbours had ample opportunity to express their views of the proposal.

Appendix A: Notification

Newspaper Advertisement: North Shore News

northshore news NEWS@NSC.CA

WEDNESDAY FEBRUARY 23, 2022 SENIORS | A27



UBC's Indian Residential School History and Dialogue Centre has released a new podcast. The six-part series features Indigenous youth and Knowledge Keepers in conversation.

CONNECTING WITH ELDERS

New podcast links Indigenous youth and Knowledge Keepers

CHARLIE CAREY

In a Jordan's Principle Award-winning project...

The Residential School History and Dialogue Centre at the University of British Columbia has launched a six-part podcast series, connecting Indigenous youth and Knowledge Keepers to discuss all things from art and ceremony, Indigenous identities, to child welfare and education systems.

Written, produced and hosted by a team of Indigenous youth aged 16 to 30, *Land and Spirit* encourages the sharing of experiences and unique perspectives.

The project was designed by the centre's community outreach co-ordinator Jess Boon as the centre was pushed to act creatively to engage the community during the early days of the COVID-19 pandemic.

"We wanted to create a youth-driven project that followed COVID safety guidelines while bringing together youth, Elders and other knowledge holders to dialogue about the legacies of residential schools, the ongoing impacts of colonialism in Canada and other topics important to their lives. A youth-driven podcast project facilitated over Zoom seemed appropriate for pandemic times," she said.

In a statement, the centre said the lasting impacts of colonialism and residential schools "take on many forms, and those impacts are evident in the experiences of inter-generational survivors. Validating

youth's agency to tell their truths is both empowering for the participants and supports healing for the collective community."

The first episode, released in February, features Drupile Cree Nation author and scholar Billylita Belcourt and Treaty Six territory TikTok creator Nin. The second episode discusses repatriation with upcoming episodes focusing on food sovereignty and storytelling.

"This generation of young people are well informed, brilliant and beyond interesting. It is exciting to know that these are some of the exceptional Indigenous youth leading us into a bright tomorrow," said Chas Coulter, Missing and Murdered Indigenous Women and Girls co-ordinator at the Indian Residential School Survivors Society.

The centre's academic director Mary Ellen Turpel-Lafond, said the podcast is an example of how UBC can collaborate with a community that is "mutually respectful and mutually beneficial."

"Not only does this project build capacity and empower Indigenous youth, it also helps build stronger UBC-community relationships and provides an opportunity for deeper understanding amongst staff, students and faculty as we strive to realize UBC's vision and commitments to building respectful relationships with Indigenous people."

Released weekly each Thursday, more information about the program and episodes can be found on the UBC website at trish.ubc.ca.

Healthy eating and exercise always help

Continued from page 3

and walking most days of the week are recommended for older people. Muscle strengthening exercises such as using exercise bands, weightlifting and yoga are suggested two to three times a week. Of course, if you have been reading this column regularly you know that healthy eating and regular exercise provide other wide-ranging health benefits for older people.

If you have been diagnosed with osteoporosis, it is important to reduce your risk of falling by making your home safer, avoiding taking risks in the outdoors, especially

during icy weather, and making sure you take care of your vision, hearing, and feet. Remember, falls are the principal reason for injury-related hospitalizations among Canadian older adults.

Now that we can get out a bit more – yes, the weather is getting better – move your body to stave off the worst effects of osteoporosis. Margaret Coates is the coordinator of *Living with Arthritis Planning Society*. She has lived with *North Shore* for 51 years and has worked for and with seniors for 25 of those years. *Let us know* columns are a 24-hour e-mail lets.us@arthritis.ca.

Want to help shape the future of our community?

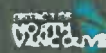


Volunteer for a committee

Committees currently looking for volunteers:

- Advisory Design Panel (Visual Art Specialist)
- Community Services Advisory Committee
- Parks and Natural Environment Committee

Application deadline is March 25, 2022



Learn more and apply at: DNV.org/committees

Development Proposal

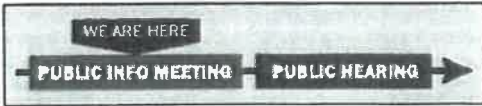
PUBLIC INFO MEETING

VIRTUAL Open House: March 4 - March 18, 2022
Visit: DNV.org/public-meeting

PROPOSAL: 1541-1557 Bond Street



- 65 market rental units
- 6 storeys
- 28 EV ready parking spaces



Questions?
Nornton Laube, Pure Living Developments
nonn@purelivinghomes.ca 778-953-1653

Advocates fundraising to save house

Continued from page 1
and tell an important piece of history," Lawson said.

Thomas married Row-ss, the granddaughter of Shyqos U'mesh Unwumara (Squamish Nation) Chief Kiepalam, one of the first instances of intermarriage between a settler and an Indigenous person on the West Coast. They still have descendants alive today. The coffee shop concept didn't result in any concerns from host First Nations, a district staff report notes, although there is a desire to discuss how the building could be used for educational opportunities.

But while there was general consensus that an Americano or glass of wine on Jack's porch might be a nice thought, the place isn't fit for company at the moment. It remains behind a chain-link fence, with its windows boarded up. According to district staff, restoring the house and raising it to a safe level above storm surges will cost about \$2.6 million — more than could be justified by any private business hoping to use the space. Council has agreed to put up \$1 million collected through community amenity contributions. Following a vote March 7, council has given the citizen group a deadline of March 31, 2024, to find the remaining cash through their own fundraising, and grants from senior levels of government.

Before the vote, Navy Jack advocate Tom Dodd noted that council frequently halts the demolition of privately owned heritage homes in hopes they can persuade the owners to restore them and give them

heritage protection instead.

"I think this property presents a real opportunity for council to demonstrate some leadership in the community — to walk their talk, if you will," he said. "So, as arguably the most important heritage asset owned by the district, I think Navy Jack House deserves the same treatment." Dodd said he could start marshalling volunteers to help maintain the gardens around the house while the group secures the \$1.6 million.

Council members greeted the proposal with varying degrees of enthusiasm. Coun. Bill Soprovich was determined to see the house that Jack built stay.

"This is a historical site," he said. "On this one, we have to raise that money."

Others were more cautious, expressing worry the heritage project could end up becoming more of a burden to the district either in terms of cost or staff time.

"I think it's going to be really important that the community group keep an eye on the target, both the financial target as well as the deadline, because I'm just concerned that things can go sideways really quickly," said Coun. Mari us Wong.

Mayor Mari-Ann Booth expressed confidence in the group's commitment to the fundraising and said it would be a "no-brainer" for senior levels of government to chip in with heritage grants, given that it is the longest continuously occupied home on the West Coast, and that it helps share the story bridging Indigenous and settler cultures.



14th Annual Nowruz Gala Celebration
SATURDAY MARCH 19, 2022 6:30 PM PDT - 11:30 PM PDT

Blue FINANCIAL
TITLE SPONSOR

CONTACT: 778-557-0141 EMAIL: info@bluefinancial.com OR VISIT OUR WEBSITE
THE EVENT INCLUDES DELICIOUS BUFFET DINNER, ENTERTAINMENT, AND DANCE PERFORMANCES WITH FOUNDED AND NEW STUDENTS AND LIVE BAZAAR AND MUSIC TO ENJOY THE NIGHT AWAY. ALL PROCEEDS FROM THE EVENT WILL BENEFIT OUR SCHOLARSHIP FUND FOR THE YEAR 2022.
ADDRESS: 17000 14TH AVE. S. SUITE 1000, BELLEVUE, WA 98007

Development Proposal

PUBLIC INFO MEETING

VIRTUAL Open House: March 4 - March 18, 2022
Visit: DNY.org/public-meeting

PROPOSAL: 1541-1557 Bond Street

- 65 market rental units
- 6 stories
- 28 EV ready parking spaces

WE ARE HERE

PUBLIC INFO MEETING → **PUBLIC HEARING** →

Questions?
Norman Laube, Pure Living Developments
norman@purelivinghomes.ca 778-953-1653

SPRING POP-UP MARKET

GROSVENOR AMBLESIDE



Every Saturday March 12 to April 16
10am to 2pm • 1355 Bellevue West Van

You will discover over 30 local artisans offering high-quality, handcrafted items for sale including pottery, clothing, candies, wood works, baked goods, food trucks and much more.

coastvalleymarkets.com

Notification Sign



Notification Flyer

**Notice of a Virtual Public Information Meeting
in Your Neighborhood**

Pure Living Developments is hosting a Virtual Public Information Meeting to present a development proposal for a six-storey rental apartment building at 1541 – 1557 Bond Street in North Vancouver.

This information package is being distributed to the owners and occupants within 100 metres of the proposed development site in accordance with District of North Vancouver policy. The meeting will include opportunities for asking questions and providing comments.

Virtual Meeting Information
Friday, March 4 – Friday March 18, 2022
[DNV.org/public-meeting](https://www.dnv.org/public-meeting)

For further information, please contact:

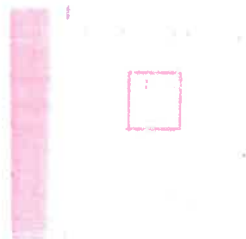
Norman Laube	Pure Living Developments 778-953-1653
Emel Nordin	District of North Vancouver, Planning Department 604-990-2347

The Proposal:

Pure Living Developments proposes to construct a six-storey rental apartment building at 1541 – 1557 Bond Street, mid-block between Mountain Highway and Orwell Street.

The proposal is for 65 market residential units, including 14 studios, 32 one-bedroom units, 14 two-bedroom units and 5 three-bedroom units.

The site is proposed to be accessed from a driveway off of Bond Street. Parking will be located in the underground garage. 107 bicycle and 28 vehicle EV ready parking spaces are proposed.

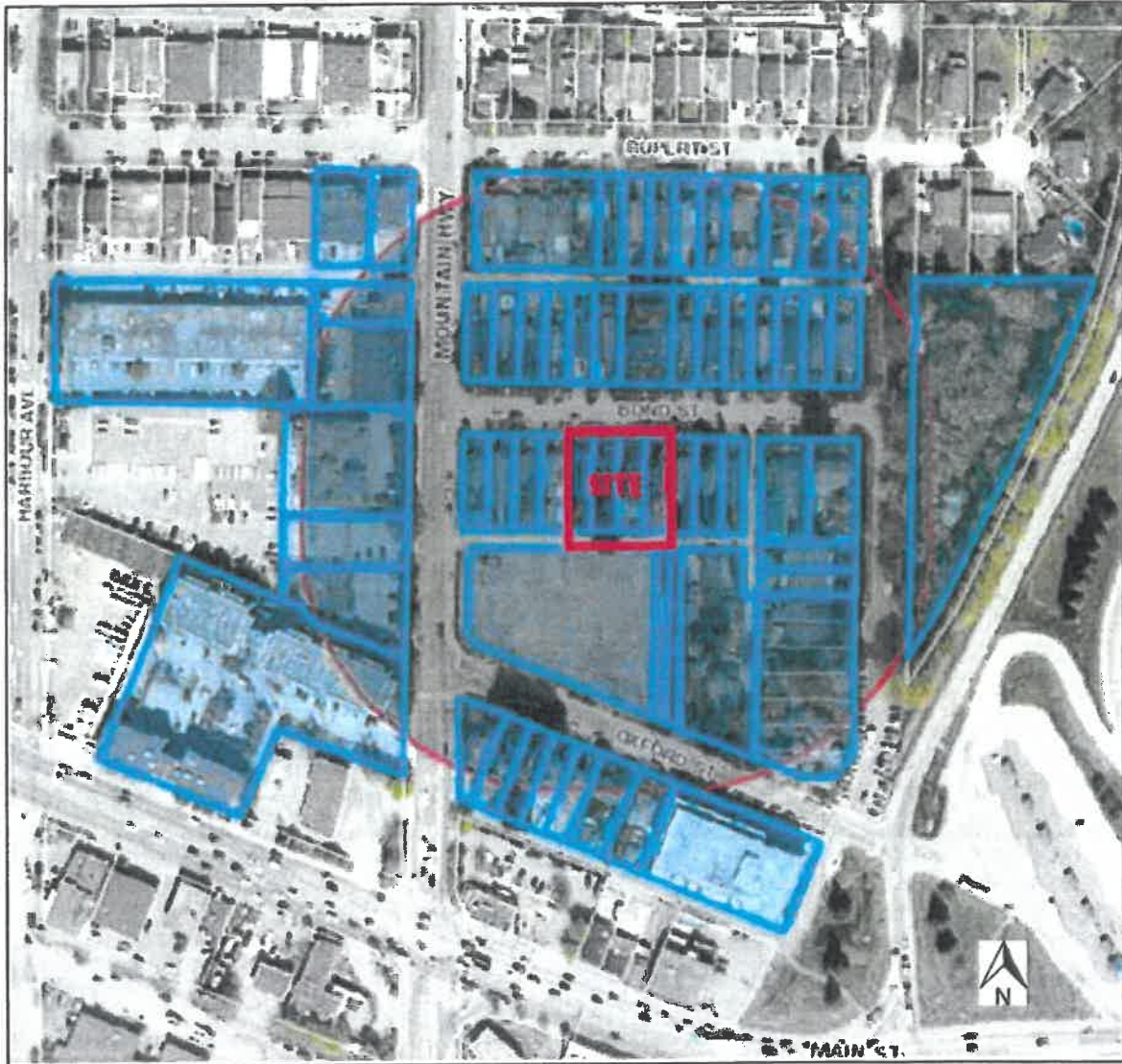


Development Site



Conceptual Rendering Only

Notification Area Map



100 m mailing radius

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From: John Moreau <MoreauJ@dnv.org>
Sent: Wednesday, March 23, 2022 8:52 PM
To: Emel Nordin <NordinE@dnv.org>
Subject: Re: 1541-1557 Bond St - PIM Stats

1541-1557 Bond Street PIM: March 4 to 21, 2022 "

- Visits to first page of virtual meeting with details of application: 75 unique, 89 total
- Visits to page of virtual meeting where comments and questions are posted: 29 unique, 43 total
- Views of video: 28
- View of project page on DNV.org: 37 unique, 50 total
- Number of comments: 1 (text of comment follows)

====



Love this project especially its commitment to accessibility! I am excited for accessible and diverse housing options to be a part of the Lynn creek plan. As someone who lives in the area, I am especially excited for better sidewalks, landscaping, and beautiful architecture from this development. Very supportive of housing types for all and for more opportunities for residency for ALL types of people in the DNV!

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