

AGENDA

REGULAR MEETING OF COUNCIL

Monday, November 3, 2014

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



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REGULAR MEETING OF COUNCIL

7:00 p.m.

Monday, November 3, 2014
Council Chamber, Municipal Hall,
355 West Queens Road, North Vancouver

AGENDA

BROADCAST OF MEETING

- Live broadcast on Shaw channel 4
- (Re)Broadcast on Shaw channel 4 at 9:00 a.m. Saturday
- Online at www.dnv.org

CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 8029 – Rezoning Bylaw: 3014 and 3022 Sunnyhurst Road
- Bylaw 8061 – Rezoning Bylaw: Grouse Inn
- Bylaw 8041 – Rezoning Bylaw: 2035 Fullerton Ave
- Bylaw 8042 – Phased Development Agreement Bylaw: 2035 Fullerton Ave
- Bylaw 8036 – Rezoning Bylaw: Coach Houses

1. ADOPTION OF THE AGENDA

1.1. Monday, November 3, 2014 Regular Meeting Agenda

Recommendation:

THAT the agenda for the Monday, November 3, 2014 Regular Meeting of Council for the District of North Vancouver be adopted as circulated, including the addition of any items listed in the agenda addendum.

2. PUBLIC INPUT

(limit of three minutes per speaker to a maximum of thirty minutes total)

3. PROCLAMATIONS

3.1. Metis Day– November 16, 2014

p. 9

4. RECOGNITIONS

4.1. Retiring Council Members Appreciation

- Councillor Alan Nixon
- Councillor Mike Little

5. DELEGATIONS

- 5.1. Al Brommeland, Dave McKay and Susan McLean, Royal Canadian Legion Branch #114** **p. 13-14**
Re: Presentation of poppies to Council.

6. ADOPTION OF MINUTES

- 6.1. October 6, 2014 Regular Council Meeting** **p. 17-24**

Recommendation:

THAT the minutes of the October 6, 2014 Regular Council meeting be adopted.

- 6.2. October 28, 2014 Public Hearing**

Materials to be circulated via agenda addendum.

7. RELEASE OF CLOSED MEETING DECISIONS

- 7.1. October 20, 2014 Closed Special Meeting of Council**

- 7.1.1 Karen Magnussen Recreation Centre Bio-Mass IF Grant.**

THAT the Karen Magnussen Bio-Mass project be abandoned;

AND THAT the Karen Magnussen Energy Retrofit Project be proposed as a suitable alternative project for potential utilisation of the Gas Tax Innovation Fund (IF) Grant provided for the Karen Magnussen Bio-Mass project;

AND THAT UBCM be requested to transfer the IF Grant to the Karen Magnussen Energy Retrofit Project and extend the funding deadline to September 30, 2015;

AND THAT only this resolution be publicly released.

8. COMMITTEE OF THE WHOLE REPORT

9. REPORTS FROM COUNCIL OR STAFF

With the consent of Council, any member may request an item be added to the Consent Agenda to be approved without debate.

If a member of the public signs up to speak to an item, it shall be excluded from the Consent Agenda.

*Staff suggestion for consent agenda.

Recommendation:

THAT items _____ be included in the Consent Agenda and be approved without debate.

- * **9.1. Election by Acclamation – 2014 General Local Election** **p. 29-30**
File No. 01.0115.30/002.000
- Recommendation:*
THAT the report from the Chief Election Officer dated October 22, 2014 regarding Election by Acclamation – 2014 General Local Election be received for information.
- * **9.2. Acting Mayor November 18 t** **p. 31**
File No. 01.0115.30/002.000
- Recommendation:*
THAT Councillor Nixon is designated as Acting Mayor for the period November 18 to 30 inclusive.
- * **9.3. Bylaw 8061: Rezoning Bylaw 1310 – Grouse Inn** **p. 33-157**
Bylaw 8062: Housing Agreement (2010 Marine Drive) – Grouse Inn
File No. 08.3060.20/012.14
- Recommendation:*
THAT “The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8062, 2014” is ADOPTED.
- * **9.4. Bylaw 8029, Rezoning Bylaw 1303** **p. 159-215**
(3014 and 3022 Sunnyhurst Road)
Bylaw 8032, Housing Agreement (3014 and 3022 Sunnyhurst Road)
File No. 08.3060.20/046.13
- Recommendation:*
THAT “District of North Vancouver Rezoning Bylaw 1303 (Bylaw 8029)” is ADOPTED.

AND THAT “Housing Agreement Bylaw 8032, 2013” is ADOPTED.
- 9.5. Development Permit 46.13 – 3014 and 3022 Sunnyhurst Road** **p. 217-241**
File No. 08.3060.20/046.13
- Recommendation:*
THAT Development Permit 46.13, for a 7 unit townhouse project at 3014 and 3022 Sunnyhurst Road, be ISSUED.
- * **9.6. Annual Review of Fees and Charges 2015** **p. 243-286**
File No.
- Recommendation:*
THAT Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8088, 2014 (Amendment 43) is given FIRST, SECOND, and THIRD readings.

- 9.7. William Griffin Community Recreation Centre,
Security Issuing Resolution**
File No.

p. 287-294

Recommendation:

THAT Council approve borrowing from the Municipal Finance Authority of British Columbia, as part of the 2015 Spring Borrowing Session, \$28,000,000 as authorized through the William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012 and that the Greater Vancouver Regional District be requested to consent to our borrowing over a twenty (20) year term and include the borrowing in their Security Issuing Bylaw.

- 9.8. Bylaw 8036:Coach Houses**
File No. 13.6480.20/003.000

Materials to be circulated via agenda addendum.

- 9.9. Bylaws 8041, 8042, 8043, 8084: Mixed Use Development
- 2035 Fullerton Ave (Larco)**
File No. 08.3060.20/017.10

Materials to be circulated via agenda addendum.

10. REPORTS

- 10.1. Mayor**
- 10.2. Chief Administrative Officer**
- 10.3. Councillors**
- 10.4. Metro Vancouver Committee Appointees**

11. ANY OTHER BUSINESS

12. ADJOURNMENT

Recommendation:

THAT the November 3, 2014 Regular Meeting of Council for the District of North Vancouver be adjourned.

PROCLAMATIONS

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PROCLAMATION

**“Métis Day”
(November 16, 2014)**

- WHEREAS:** The Métis people are recognized as one of Canada’s aboriginal peoples; and
- WHEREAS:** the Métis culture, rich in spiritual beliefs and colourful traditions, is an integral part of British Columbia’s multicultural character; and
- WHEREAS:** throughout history, Métis citizens have made significant contributions to the development and success of our Province; and
- WHEREAS:** Louis Riel has made an enormous contribution towards the development of this country; and
- WHEREAS:** British Columbia recognizes “Louis Riel Day”, November 16th, as a national Métis holiday in commemoration of the anniversary of the death of Louis Riel.
- NOW THEREFORE I,** Richard Walton, Mayor of the District of North Vancouver, do hereby proclaim **November 16, 2014** as **“Métis Day”** in the District of North Vancouver.

Richard Walton
MAYOR

Dated at North Vancouver, BC
This 3rd day of November 2014

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DELEGATIONS

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Nov. 3, 14 5.1

Delegation to Council Request Form

District of North Vancouver
Clerk's Department
355 West Queens Rd, North Vancouver, BC V7N 4N5

Questions about this form: Phone: 604-990-2311
Form submission: Submit to address above or Fax: 604.984.9637

COMPLETION: To ensure legibility, please complete (type) online then print. Sign the printed copy and submit to the department and address indicated above.

Delegations have five minutes to make their presentation. Questions from Council may follow.

Name of group wishing to appear before Council: ROYAL CANADIAN LEGION BRANCH #114

Title of Presentation: FIRST POPPY

Name of person(s) to make presentation: AL BROMMELAND DAVID MCKAY SUSAN MCLAREN

Purpose of Presentation:

- ☐ Information only
- ☐ Requesting a letter of support
- ☒ Other (provide details below)

Please describe:

PRESENT POPPIES TO COUNCIL
WITH COLOUR PARTY OF 6
MARCH IN COLOURS PRESENT POPPY AND MARCH OUT.

Attach separate sheet if additional space is required

Contact person (if different than above): JAMIE MCLAUGHLIN

Daytime telephone number: 604 240 9424

Email address: J-MCLAUGHLIN@SHAW.CA

Will you be providing supporting documentation? ☐ Yes ☒ No

If yes:

- ☐ Handout
- ☐ DVD
- ☐ PowerPoint presentation

Note: All supporting documentation must be provided 12 days prior to your appearance date. This form and any background material provided will be published in the public agenda.

Presentation requirements:

- ☐ Laptop
- ☐ Tripod for posterboard
- ☐ Multimedia projector
- ☐ Flipchart
- ☐ Overhead projector

Arrangements can be made, upon request, for you to familiarize yourself with the Council Chamber equipment on or before your presentation date.

Delegation to Council Request Form

Rules for Delegations:

1. Delegations must submit a Delegation to Council Request Form to the Municipal Clerk. Submission of a request does not constitute approval nor guarantee a date. The request must first be reviewed by the Clerk.
2. The Clerk will review the request and, if approved, arrange a mutually agreeable date with you. You will receive a signed and approved copy of your request form as confirmation.
3. A maximum of two delegations will be permitted at any Regular Meeting of Council.
4. Delegations must represent an organized group, society, institution, corporation, etc. Individuals may not appear as delegations.
5. Delegations are scheduled on a first-come, first-served basis, subject to direction from the Mayor, Council, or Chief Administrative Officer.
6. The Mayor or Chief Administrative Officer may reject a delegation request if it regards an offensive subject, has already been substantially presented to council in one form or another, deals with a pending matter following the close of a public hearing, or is, or has been, dealt with in a public participation process.
7. Supporting submissions for the delegation should be provided to the Clerk by noon 12 days preceding the scheduled appearance.
8. Delegations will be allowed a maximum of five minutes to make their presentation.
9. Any questions to delegations by members of Council will seek only to clarify a material aspect of a delegate's presentation.
10. Persons invited to speak at the Council meeting may not speak disrespectfully of any other person or use any rude or offensive language or make a statement or allegation which impugns the character of any person.

Helpful Suggestions:

- have a purpose
- get right to your point and make it
- be concise
- be prepared
- state your request, if any
- do not expect an immediate response to a request
- multiple-person presentations are still five minutes maximum
- be courteous, polite, and respectful
- it is a presentation, not a debate
- the Council Clerk may ask for any relevant notes (if not handed out or published in the agenda) to assist with the accuracy of our minutes

I understand and agree to these rules for delegations

Jamie McLachlan
Name of Delegate or Representative of Group

OCT 15th 14
Date

[Signature]
Signature

For Office Use Only

Approved by:

Municipal Clerk ✓

Deputy Municipal Clerk

Appearance date: November 3, 2014

Receipt emailed on: October 21, 2014

Rejected by:

Mayor

CAO

Applicant informed on:

Applicant informed by:

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207 or at 355 W Queens Road, North Vancouver.

MINUTES

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**DISTRICT OF NORTH VANCOUVER
REGULAR MEETING OF COUNCIL**

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:01 p.m. on Monday, October 6, 2014 in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor R. Walton
Councillor R. Bassam
Councillor R. Hicks
Councillor M. Little
Councillor D. MacKay-Dunn
Councillor L. Muri
Councillor A. Nixon

Staff: Mr. D. Stuart, Chief Administrative Officer
Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Ms. C. Grant, General Manager – Corporate Services
Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. L. Brick, Deputy Municipal Clerk
Ms. A. To, Business Relations Coordinator
Mr. P. Chapman, Social Planner
Ms. S. Dale, Confidential Council Clerk
Mr. D. Veres, Community Planner

1. ADOPTION OF THE AGENDA

1.1. October 6, 2014 Regular Meeting Agenda

MOVED by Councillor HICKS

SECONDED by Councillor BASSAM

THAT the agenda for the October 6, 2014 Regular Meeting of Council for the District of North Vancouver be adopted as circulated, including the addition of any items listed in the agenda addendum.

CARRIED

5. DELEGATIONS

5.2. Liz Schultze, North Shore Youth Film

Re: North Shore Youth Film

Ms. Alice To, Business Relations Coordinator, presented a film by Matthew Robertson, a youth from Summer Visions 2014 film school.

2. PUBLIC INPUT

2.1. Mr. Gary Hawthorn, 2800 Block Thorncliff Drive:

- Spoke regarding the Edgemont Village Neighbourhood Zone.

- 2.2. Ms. Lisa Gonzalez, 700 Block East 10th Street:**
- Spoke in support of coach houses;
 - Urged council to support the Zoning Bylaw to allow coach houses; and,
 - Commented that coach houses allow for aging residents to stay in their neighbourhood.
- 2.3. Mr. Bob Gamel, 1300 Block Kilmer Road:**
- Spoke in support of coach houses;
 - Spoke regarding the benefits of families living together; and,
 - Urged Council to adopt the proposed Coach House Bylaw.
- 2.4. Ms. Elizabeth Seymour, 2900 Block Panorama Drive:**
- Expressed concern with parking issues on Panorama Drive.
- 2.5. Ms. Ronda Snow, 2900 Block Panorama Drive:**
- Expressed concern that parking passes are only issued to residents living on Panorama Drive; and,
 - Commented that parking services should be improved for residents of Indian Arm.
- 2.6. Mr. Ted Appleton, 2900 Block Panorama Drive:**
- Commented that it is hard to find parking on Panorama Drive;
 - Suggested having a parking lot for residents living in Indian Arm; and,
 - Encouraged Council to have discussions with Indian Arm residents regarding parking issues.
- 2.7. Mr. Jeff Boniface, 2900 Block Panorama Drive:**
- Expressed concern that the Deep Cove study did not take into consideration the needs of Indian Arm residents;
 - Requested that the Resident Parking Only restrictions not be enforced until the Deep Cove study is complete; and,
 - Commented that car sharing is not a viable solution.
- 2.8. Ms. Kimberly Harburn, 1300 Block Lynn Valley Road:**
- Expressed concern with regards to parking issues on Panorama Drive; and,
 - Suggested the District of North Vancouver provide Indian Arm residents with parking passes.
- 2.9. Mr. Patrick Poiraud, 30 Block Johnson Bay:**
- Expressed concern with parking issues on Panorama Drive; and,
 - Requested the District of North Vancouver consider parking passes for Indian Arm residents.
- 2.10. Mr. Keith Fenton, 80 Block Lorrie Crescent, West Vancouver:**
- Spoke regarding the 2014 Annual Coho Festival; and,
 - Noted that the Coho Festival celebrated its 35th anniversary.
- 2.11. Mr. Hugh Forster, 200 Block Mountain Highway:**
- Spoke regarding the new Canada Post facility on Harbour Avenue;

- Expressed concern with noise from the engines of delivery trucks; and,
- Submitted a petition with twenty-six signatures.

3. PROCLAMATIONS

3.1. World Mental Health Day – October 10, 2014

4. RECOGNITIONS

Nil

5. DELEGATIONS

5.1. Christopher Libby & Christian Bates, Canadian Red Cross

Re: Red Cross Activities in the District of North Vancouver

Mr. Christopher Libby and Mr. Christian Bates, Canadian Red Cross, provided an overview of activities of the Canadian Red Cross. Mr. Libby thanked the District of North Vancouver for their support and presented a certificate of appreciation.

MOVED by Councillor LITTLE

SECONDED by Councillor BASSAM

THAT the Red Cross delegation be received for information.

CARRIED

6. ADOPTION OF MINUTES

6.1. September 8, 2014 Regular Council Meeting

MOVED by Councillor NIXON

SECONDED by Councillor HICKS

THAT the minutes of the September 8, 2014 Regular Council meeting be adopted.

CARRIED

6.2. September 15, 2014 Regular Council Meeting

MOVED by Councillor NIXON

SECONDED by Councillor HICKS

THAT the minutes of the September 15, 2014 Regular Council meeting be adopted.

CARRIED

6.3. September 16, 2014 Public Hearing – Park Zoning

MOVED by Councillor BASSAM

SECONDED by Councillor LITTLE

THAT the minutes of the September 16, 2014 Public Hearing be received.

CARRIED

6.4. September 16, 2014 Public Hearing – 2975 & 2991 Fromme Road

MOVED by Councillor BASSAM

SECONDED by Councillor LITTLE

THAT the minutes of the September 16, 2014 Public Hearing be received.

CARRIED

6.5. September 16, 2014 Public Hearing – 3053 Edgemont Boulevard

MOVED by Councillor BASSAM

SECONDED by Councillor LITTLE

THAT the minutes of the September 16, 2014 Public Hearing be received.

CARRIED

7. RELEASE OF CLOSED MEETING DECISIONS

Nil

8. COMMITTEE OF THE WHOLE REPORT

Nil

9. REPORTS FROM COUNCIL OR STAFF

MOVED by Councillor BASSAM

SECONDED by Councillor NIXON

THAT item 9.8 be included in the Consent Agenda and be approved without debate.

CARRIED

Councillor HICKS declared a potential conflict of interest in the following item due to his membership in the Lynn Valley Legion and left the meeting at 7:59.

9.1. Bylaw 8083: Lynn Valley Legion Taxation Exemption

File No. 09.3900.20/000.000

MOVED by Councillor NIXON

SECONDED by Councillor BASSAM

THAT “2015-2018 Royal Canadian Legion Branch 114 Lynn Valley Taxation Exemption Bylaw 8083, 2014” is ADOPTED.

CARRIED

Councillor HICKS returned to the meeting at 8:00 pm.

9.2. Reunification Committee Report

File No.

Jeff Murl, Chair - North Shore Reunification Committee, provided an overview of the North Shore Reunification Committee report to Council. Mr. Murl advised that this report examines the potential impacts of the reunification of the three North Shore municipalities. The Committee developed a framework of issues and information required to address those issues. These were grouped into the following six broad categories:

- Governance;
- Organizational;
- Financial;
- Operational;
- Planning and Regulatory; and,
- Cultural.

Mr. Murl noted that the Committee's mandate was to determine the depth of analysis required to develop a full understanding of the complexities of reunification.

MOVED by Councillor MACKAY-DUNN

SECONDED by Councillor BASSAM

THAT Council thank the North Shore Reunification Committee for their work;

AND THAT the report of the North Shore Reunification Committee be received for information;

AND THAT the report of the North Shore Reunification Committee be brought forward to a Council Workshop;

AND THAT a copy of the North Shore Reunification Committee report be sent to the City of North Vancouver and the District of West Vancouver.

CARRIED

9.3. Bylaw 8082: Park Rezoning

File No. 08.3060.20/029.14

MOVED by Councillor BASSAM

SECONDED by Councillor LITTLE

THAT "The District of North Vancouver Rezoning Bylaw 1318 (Bylaw 8082)" is given SECOND and THIRD Readings.

CARRIED

9.6. Development Permit 29.13 – 5577 Indian River Drive

File No. 08.3060.20/029.13

MOVED by Councillor LITTLE

SECONDED by Councillor BASSAM

THAT Development Permit 29.13, to allow a new house and garage at 5577 Indian River Drive, is ISSUED.

CARRIED

Council recessed at 8:48 pm and reconvened at 8:53 pm.

9.7. Bylaw 8036: Coach Houses – Zoning Bylaw Amendments
File No. 13.6480.30/003.000

Councillor NIXON returned to the meeting at 8:54 pm.

MOVED by Councillor HICKS
SECONDED by Councillor MACKAY-DUNN

THAT Bylaw 8036, which amends the District of North Vancouver Zoning Bylaw 3210, 1965, to enable implementation of coach house policy, is given FIRST Reading;

AND THAT Bylaw 8036 is referred to a Public Hearing.

CARRIED

9.4. Bylaw 8077: 3053 Edgemont Boulevard
File No. 08.3060.20/024.14

MOVED by Councillor NIXON
SECONDED by Councillor LITTLE

THAT “The District of North Vancouver Rezoning Bylaw 1315 (Bylaw 8077)” is given SECOND and THIRD Readings.

CARRIED

Opposed: Councillor MACKAY-DUNN

9.5. Bylaw 8079: 2975 & 2991 Fromme Road
File No. 08.3060.20/013.14

MOVED by Councillor NIXON
SECONDED by Councillor HICKS

THAT “District of North Vancouver Rezoning Bylaw 1316 (Bylaw 8079)” is not given SECOND Reading.

CARRIED

9.8. Request for Noise Bylaw Variance – Sanitary Work on Mountain Hwy for 1520 Barrow Street (Toby’s Restaurant)
File No. 11.5210.01/000.000

MOVED by Councillor BASSAM
SECONDED by Councillor NIXON

THAT Council relax the provision of Noise Regulation Bylaw 7188, which regulates construction noise during the night and weekends, for 1520 Barrow Street between October 8th and 22nd, 2014.

CARRIED

10. REPORTS

10.1. Mayor

Nil

10.2. Chief Administrative Officer

Nil

10.3. Councillors

Councillor MacKay-Dunn reported his attendance at the Baden Powel Trail Connector reception and spoke regarding mental health awareness.

Councillor Muri recognized that October 10, 2014 is World Mental Health Week.

Councillor Nixon expressed appreciation for his retirement celebration at Northlands Golf Course.

Councillor Little announced he will not be seeking re-election to Council and thanked the residents of North Vancouver for their support. Councillor Little encouraged the public to vote at the 2014 General Local Election.

Councillor Hicks reported on his attendance at the opening of Sticky's candy store in Lynn Valley.

10.4. Metro Vancouver Committee Appointees

Nil

11. ANY OTHER BUSINESS

Nil

12. ADJOURNMENT

MOVED by Councillor NIXON

SECONDED by Councillor LITTLE

THAT the October 6, 2014 Regular Meeting of Council for the District of North Vancouver be adjourned.

CARRIED
(9:44 pm)

Mayor

Municipal Clerk

October 28, 2014 Public Hearing

Materials to be circulated via agenda addendum.

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REPORTS

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AGENDA INFORMATION

☒ Regular MeetingDate: November 3, 2014☐ Workshop (open to public)

Date: _____


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

October 22, 2014

File: 01.0115.30/002.000

AUTHOR: James Gordon, Chief Election Officer**SUBJECT:** Election by Acclamation - 2014 General Local Election**RECOMMENDATION:**

THAT the report from the Chief Election Officer dated October 22, 2014 regarding Election by Acclamation – 2014 General Local Election be received for information.


REASON FOR REPORT:

Section 148 of the *Local Government Act* requires the Chief Election Officer to report the results of election by acclamation to the local government within thirty days of the declaration. That declaration occurred on October 20th in accordance with section 76 of the Act.

BACKGROUND:

Richard Walton was the only candidate for the office of Mayor; accordingly, he was declared elected by acclamation on October 20th. This declaration is attached for reference.

Respectfully submitted,


 James Gordon
 Chief Election Officer
REVIEWED WITH:☐ Sustainable Community Dev. _____☐ Development Services _____☐ Utilities _____☐ Engineering Operations _____☐ Parks & Environment _____☐ Economic Development _____☐ Human resources _____☐ Clerk's Office _____☐ Communications _____☐ Finance _____☐ Fire Services _____☐ ITS _____☐ Solicitor _____☐ GIS _____**External Agencies:**☐ Library Board _____☐ NS Health _____☐ RCMP _____☐ Recreation Com. _____☐ Museum & Arch. _____☐ Other: _____



THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

2014 General Local Government Election
Saturday, November 15, 2014

Form No. 4-1.1

Local Government Act
Section 76

DECLARATION OF ELECTION BY ACCLAMATION

I, James Gordon, Chief Election Officer for the District of North Vancouver, do hereby declare, pursuant to Section 76 of the *Local Government Act*, the following candidate(s) elected by acclamation:

Office of Mayor

WALTON, Richard

Given under my hand at the District of North Vancouver, British Columbia, this 20th day of October, 2014.

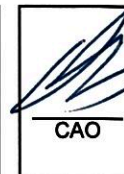
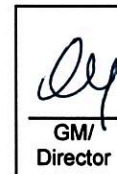
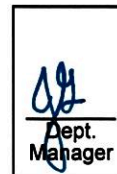

James A. Gordon
Chief Election Officer

NOTE: This form is optional. Declaration of election by acclamation may also be verbal.

AGENDA INFORMATION

- ☒ Regular Meeting
☐ Workshop (open to public)

Date: November 3, 2014
 Date: _____



The District of North Vancouver REPORT TO COUNCIL

October 22, 2014
 File: 01.0115.30/002.000

AUTHOR: James Gordon, Municipal Clerk

SUBJECT: Acting Mayor November 18 to 30

RECOMMENDATION:

THAT Councillor Nixon is designated as Acting Mayor for the period November 18 to 30 inclusive.

BACKGROUND:

Councillor Hicks is designated as Acting Mayor for the month of November. It has been agreed between Councillors Hicks and Nixon that Councillor Nixon will assume the responsibility of Acting Mayor for the period November 18 to 30 inclusive. This requires a resolution of Council.

Respectfully submitted,


 James Gordon
 Municipal Clerk

REVIEWED WITH:

- ☐ Sustainable Community Dev. _____
- ☐ Development Services _____
- ☐ Utilities _____
- ☐ Engineering Operations _____
- ☐ Parks & Environment _____
- ☐ Economic Development _____
- ☐ Human resources _____

- ☐ Clerk's Office _____
- ☐ Communications _____
- ☐ Finance _____
- ☐ Fire Services _____
- ☐ ITS _____
- ☐ Solicitor _____
- ☐ GIS _____

External Agencies:

- ☐ Library Board _____
- ☐ NS Health _____
- ☐ RCMP _____
- ☐ Recreation Com. _____
- ☐ Museum & Arch. _____
- ☐ Other: _____

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



 Dept.
 Manager

 GM/
 Director



 CAO

The District of North Vancouver REPORT TO COUNCIL

October 20, 2014

File: 08.3060.20/012.14

AUTHOR: Linda Brick, Deputy Municipal Clerk

SUBJECT: Bylaw 8061: Rezoning Bylaw 1310 – Grouse Inn
 Bylaw 8062: Housing Agreement (2010 Marine Drive) – Grouse Inn

RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)" is ADOPTED;
 AND THAT "Housing Agreement Bylaw 8062, 2014" is ADOPTED.

BACKGROUND:

Bylaws 8061 and 8062 received First Reading on May 26, 2014. A Public Hearing for Bylaw 8061 was held and closed on June 17, 2014.

Bylaws 8061 and 8062 received Second and Third Readings on June 23, 2014.

Pursuant to section 52(3)(a) of the *Transportation Act*, Bylaw 8061 received approval from the Ministry of Transportation and Infrastructure on September 15, 2014.

CONCLUSION:

The bylaws are now ready for consideration of Adoption by Council.

A Development Permit will be forwarded for Council consideration at a later date.

Options:

1. Adopt the bylaws;
2. Abandon the bylaws at Third Reading; or
3. Rescind Third Reading and debate possible amendments to the bylaws.

SUBJECT: Bylaw 8061: Rezoning Grouse Inn
Bylaw 8062: Housing Agreement Grouse Inn

October 20, 2014

Page 2


Respectfully submitted,



Linda Brick
Deputy Municipal Clerk

Attachments:

- The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)
- Housing Agreement Bylaw 8062, 2014
- Report to Council – dated June 18, 2014
- Public Hearing Minutes – June 17, 2014
- Report to Council – dated May 14, 2014

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

The Corporation of the District of North Vancouver

Bylaw 8061

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

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)”.

2. Amendments

The following amendments are made to the “District of North Vancouver Zoning Bylaw 3210, 1965”:

- (a) Part 2A, Definitions is amended as follows:

Delete:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68 and 69 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), (4B411 to 4B418 (CD68) and 4B420 to 4B435 (CD69)] only:

And replace with:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69 and 81.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68, 69 and 81 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), 4B411 to 4B418 (CD68), 4B420 to 4B435 (CD69) and 4B 81-1 to 4B 81-14 (CD 81)] only:

- (b) Part 2A, Definitions is amended as follows:

The following terms referred to in the Employment Zones and Village Commercial Zones have the meanings given to them in Part 2 of this Bylaw:

And Replace with:

The following terms referred to in the Zones to which the forgoing definitions apply, have the meanings given to them in Part 2 of this Bylaw:

- (c) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 81 CD81"
- (d) Part 4B Comprehensive Development Zone Regulations by inserting the following:

4B80 Comprehensive Development Zone 81 CD 81

The CD 81 zone is applied to:

2010 Marine Drive and 1633 Capilano Road, legally known as:

Amended Lot D (Reference Plan 4323) of Lot 1, Block 15, District Lot 764, Plan 7880, LTO (PID 003-920-445)

and

Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15, District Lot 764, Plan 6750, (LTO PID 010-828-303).

4B 81 – 1 Intent

The purpose of the CD 81 Zone is to establish land use and development regulations to permit a mixed use development with commercial and residential uses.

4B 81 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 81 Zone:

- a) Uses Permitted Without Conditions:
No applicable.

- b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B81 - 3 Conditions of Use, are met:

live-work use;

office use;

*personal service;
restaurant use;
retail use; and
residential use.*

4B 81-3 Conditions of Use

- a) **All conditional uses:** all uses of land, buildings and structures are only permitted when the following conditions of use are met:
 - i) All aspects of the use are completely contained within an enclosed building except for:
 - (1) Parking and loading areas;
 - (2) Outdoor customer services areas;
 - (3) The display of goods; and
 - (4) Outdoor amenity areas (plazas, balconies, patios, or roof decks).
- b) **Residential, and live-work:** the use of land, buildings and structures for *residential*, and *live-work*, uses are only permitted when the following conditions are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has access to a private storage space.
- c) **Live-work:** the use of land, buildings and structures for *live-work* use is only permitted when the following condition is met:
 - i) An outside public entrance is provided; or
 - ii) An entrance onto a corridor that is open to the public, as in a commercial building.

4B 81-4 Accessory Use

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units in this zone.
- c) The production of energy for use on site or as part of a District Energy program is permitted as an *accessory use*.

4B 81 – 5 Density

- a) The maximum permitted density is 1,888 m² (20,318 sq. ft.) and 20 residential units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i) Any areas completely below finished or natural grade;
 - ii) Storage space located on the ground floor of residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD81 Zone;
 - iii) Bicycle storage located on the ground floor of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD 81 Zone;
 - iv) The area of balconies and covered patios up to 10% of the total residential floor area for the building they are part of;
 - v) Common amenity areas that are accessory to the residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 400 m² (4,305 sq. ft.) gross floor area per residential tower to a maximum of 800m² (8,611 sq.ft.) gross floor area in total in the CD 81 Zone;.
 - vi) Retail floor area that is partially below grade, with the finished floor a minimum of 1.2 metres below natural and finished grade up to a maximum of 400 m² (4,306 sq. ft.) gross floor area.

4B 81 – 6 Amenities

- a) Despite Subsection 4B81 – 5, permitted density in the CD 81 Zone is increased to a maximum of 16,449 m² (177,052 sq. ft.) *gross floor area* and 172 units if \$2,828,750 is contributed to the municipality to be used for any of the following amenities benefiting the Lower Capilano Marine Village Centre (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i) The provision or enhancement of public facilities which may include but are not limited to: the community centre, or a day care centre;
 - ii) Improvements to public parks, plazas, trails and greenways;
 - iii) Public art and other beautification projects; and
 - iv) Affordable or special needs housing.

- b) Despite Subsection 4B81-5 and Subsection 4B81-6 (a), permitted density in the CD 81 Zone is further increased to a maximum of 26,410 m² (284,277 sq. ft.) *gross floor area* and 280 units if an additional \$1,733,750 is contributed to the municipality to be used for the amenities listed in 4B81-6 (a).
- c) The cumulative development in the CD 81 Zone must not exceed 26,410 m² (284,277 sq. ft.) *gross floor area*, inclusive of any density bonus for energy performance.
- d) Of the total permitted *gross floor area*, no more than 24,250 m² (261,026 sq. ft.) may be used for residential purposes.
- e) A minimum of 2,160 m² (23,251 sq. ft.) of the total permissible *gross floor area* must be used for commercial purposes, occurring either singly or in combination in Development Areas A, C and D, as noted in Schedule B, where commercial purposes includes any of the following permitted uses singly or in combination: *office use, personal service use, restaurant use, and retail use*.

4B81 – 7 Height

- a) The maximum permitted height for any building in the CD 81 Zone, shall be regulated as follows, with specific building height provisions based on the Development Areas noted in Schedule B of Bylaw 8061:
 Development Area A: The maximum permitted height is 71.5 metres (235 feet) and 23 storeys.

 Development Area B: The maximum permitted height is 59.5 metres (195 feet) and 19 storeys.

 Development Area C: The maximum permitted height is 15 metres (49 feet) and 4 storeys.

 Development Area D: The maximum permitted height is 17 metres (56 feet) and 4 storeys.
- b) For the purpose of measuring building height, height is to be measured from average finished grade to the highest point on the roof surface.

- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 81 zone: Elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 5.0 metres (16.4 feet) above the highest point of any roof surface.

4B 81 – 8 Coverage

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 60%.

4B 81 – 9 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with an approved landscape plan.
- b) A 2m (6.6. ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from public view:
- i) any utility boxes, vents or pumps that are not located underground and/ or within a building; and
 - ii) any surface garbage or loading areas that are not located underground and / or within a building.

4B 81 – 11 Parking, Loading and Servicing Regulations

- a) Parking and loading shall be provided in accordance with Part 10 of this Bylaw except that:
- i) The provision of parking is to be based on the following ratio:

Building Type	Ratio of Parking
Residential unit in a mid rise, low rise, or high rise building	1.4 space/ unit
Townhouse unit	1.5 space/ unit
Residential Visitor Parking	0.1 space / unit
Public parking	Visitor parking, and commercial parking shall all be in a central area and available for shared use

- ii) Bicycle storage for residents shall be provided on the basis of one space per unit.
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Tourist Commercial Zone (C4) and the Marine Drive Zone (C9) to Comprehensive Development Zone CD81.

READ a first time May 26th, 2014

PUBLIC HEARING held June 17th, 2014

READ a second time June 23rd, 2014

READ a third time June 23rd, 2014

Certified a true copy of Bylaw 8061 as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on September 15th, 2014

ADOPTED

Mayor

Municipal Clerk

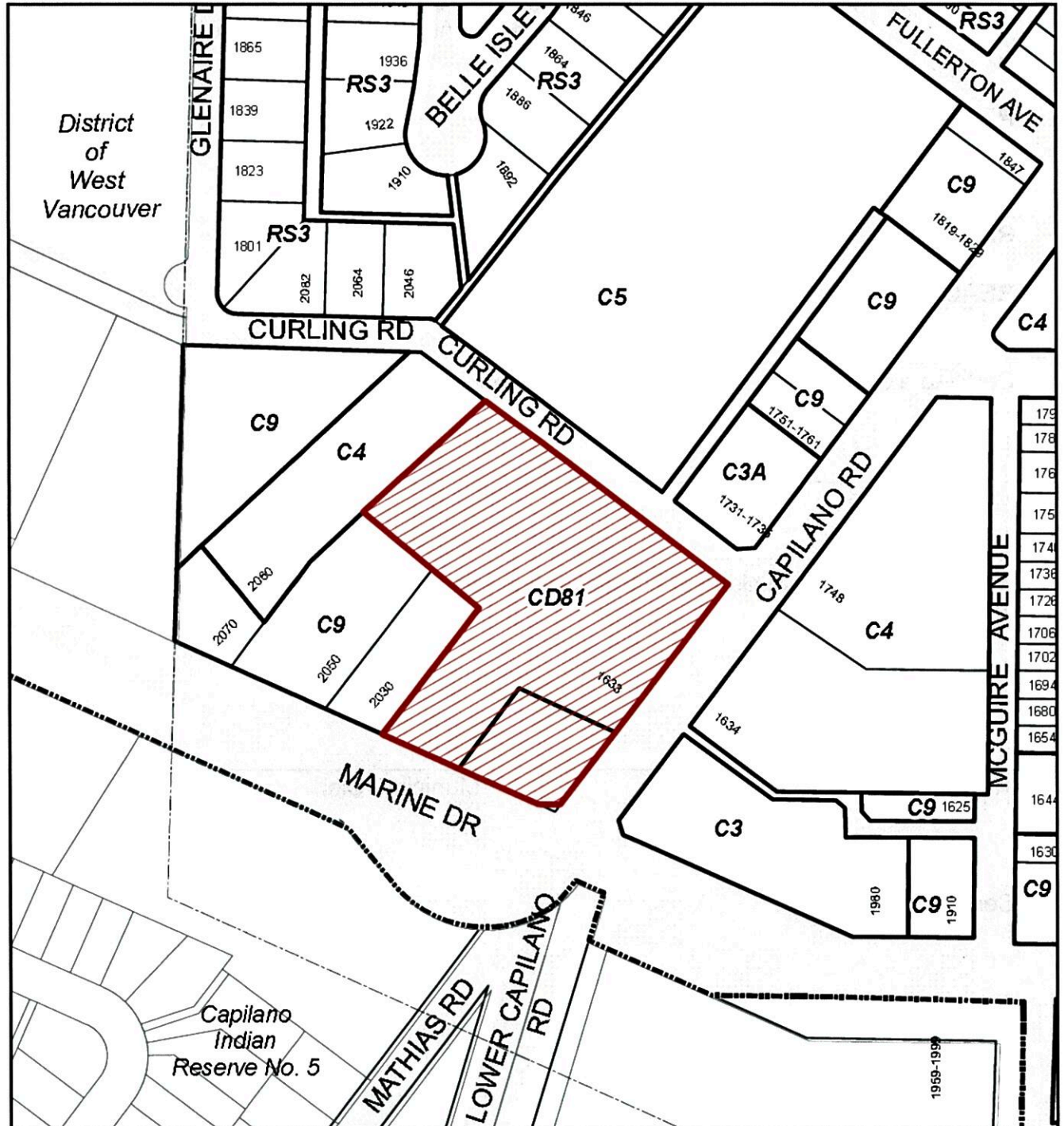
Certified a true copy

Municipal Clerk

Bylaw 8061 Schedule A: Zoning Map

BYLAW 8061

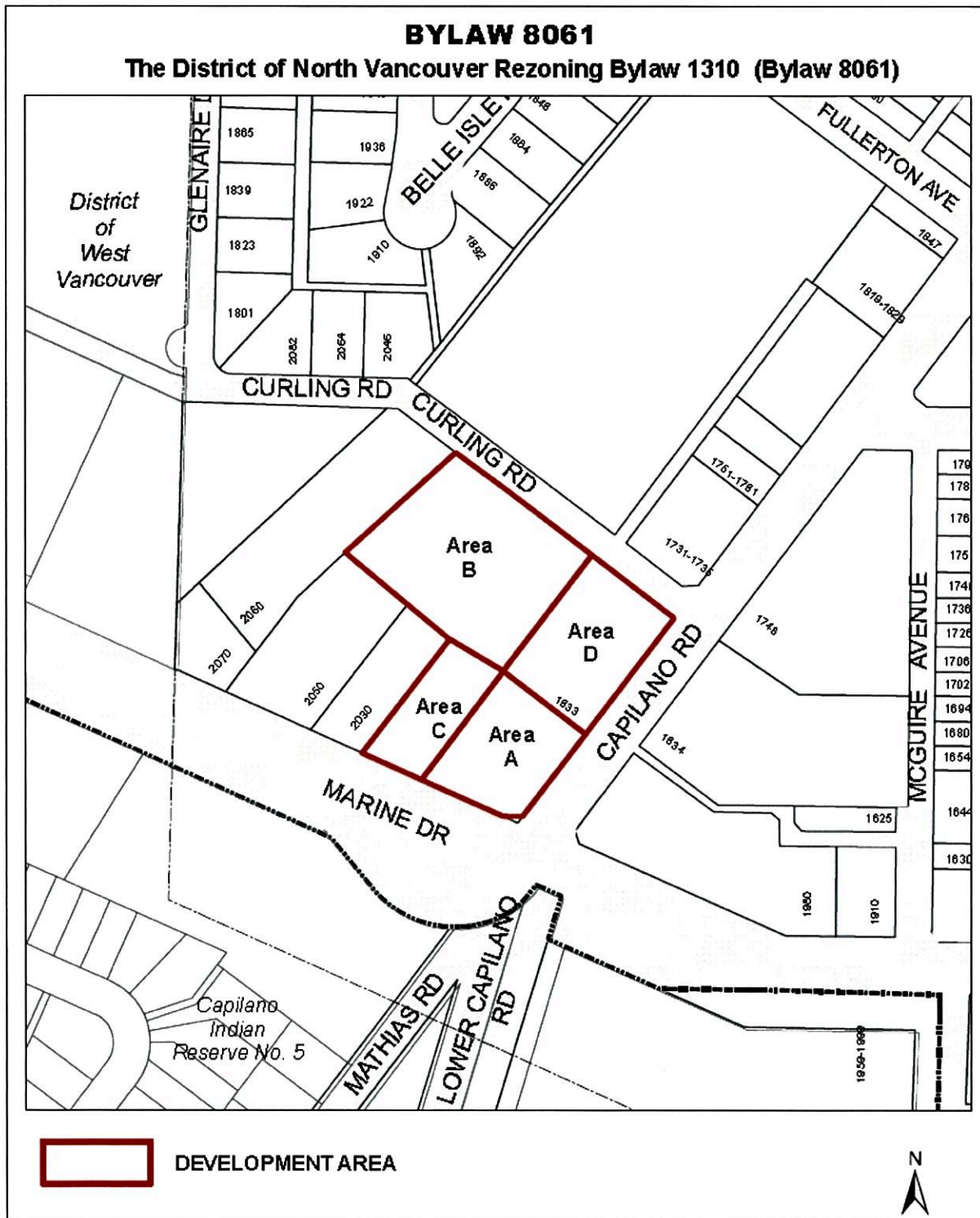
The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)



FROM TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL (C9) TO COMPREHENSIVE DEVELOPMENT CD81



Bylaw 8061 Schedule B: Zoning Map



The Corporation of the District of North Vancouver

Bylaw 8062

A bylaw to enter into a Housing Agreement (2010 Marine Drive)

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 8062, 2014".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marine Land Development Ltd. and Pacific Gate Investments Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15 District Lot 764 Plan 6750 (PID: 010-828-303); and
- b) Amended Lot D (Reference Plan 4323) of Lot 1 Block 15 District Lot 764 Plan 7880 (PID: 003-920-445)

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 26th, 2014

READ a second time June 23rd, 2014

READ a third time June 23rd, 2014

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8062

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 2014 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

AND:

PACIFIC GATE INVESTMENTS LTD. (Inc. No. 091050) 801 – 100 Park Royal, West Vancouver, BC V7T 1A2

(the "Developer")

WHEREAS:

- A. The Developer is the registered owner of the Lands or has a right to purchase the Lands;
- B. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained herein, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the

parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

Definitions

1.01 In this agreement:

- (a) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 2014 granted by the Developer to the District and registered at the Lower Mainland Land Title Office against the Lands under number _____;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Owner*” means the Developer and any other the person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands is consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (d) “*Proposed Development*” means the proposed development to be constructed on the Lands in accordance with the Development Covenant;
- (e) “*Unit*” means a residential dwelling strata unit in any building in the Proposed Development; and
- (f) “*Unit Owner*” means the registered owner of a Dwelling Unit in any building in the Proposed Development.

2. TERM

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

3. RENTAL ACCOMODATION

Rental Disclosure Statement

3.01 No Unit in a building in the Proposed Development may be occupied unless the Developer has:

- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units in the building as rental strata lots and imposing a 99 year rental period in

relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and

- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

Rental Accommodation

- 3.02 The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

Binding on Strata Corporation

- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

Strata Bylaw Invalid

- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

No Bylaw

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

Vote

- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

Notice

- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

Notice of Default

- 4.01 The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

Costs

- 4.02 The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

Damages an Inadequate Remedy

- 4.03 The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

Equitable Remedies

- 4.04 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

No Penalty or Forfeiture

- 4.05 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

Cumulative Remedies

- 4.06 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. **LIABILITY**

Indemnity

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

Release

- 5.02 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

Survival

- 5.03 The agreements of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. **GENERAL PROVISIONS**

District's Power Unaffected

- 6.01 Nothing in this Agreement:
- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
 - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

Agreement for Benefit of District Only

6.02 The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

Agreement Runs With the Lands

6.03 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

Release

6.04 The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

Priority of this Agreement

6.05 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

Agreement to Have Effect as Deed

6.06 The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

Waiver

- 6.07 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

Time

- 6.08 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

Validity of Provisions

- 6.09 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

Extent of Obligations and Costs

- 6.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

Notices

- 6.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Developer:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

Further Assurances

- 6.136.12 Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

Enuring Effect

- 6.146.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

References

- 7.01 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

Construction

- 7.02 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

No Limitation

- 7.03 The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

Terms Mandatory

- 7.04 The words “must” and “will” are to be construed as imperative.

Statutes

- 7.05 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

Entire Agreement

- 7.06 This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 7.07 This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8054.

Governing Law

- 7.08 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>JUNE 23.14</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

Dept. Manager	GM/ Director	CAO
------------------	-----------------	-----

The District of North Vancouver REPORT TO COUNCIL

June 18, 2014
File: 08.3060.20/012.14

AUTHOR: Tamsin Guppy, Community Planner
Tegan Smith, Transportation Planner

SUBJECT: Bylaw 8061: Rezoning Grouse Inn
Bylaw 8062: Housing Agreement Grouse Inn

RECOMMENDATION:

THAT the "District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8062, 2014" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8061 and 8062 received First Reading on May 26, 2014. A Public Hearing for Bylaw 8061 was held and closed on June 17, 2014.

At the Public Hearing the following questions were directed to staff with answers to be provided prior to consideration of Second Reading.

Questions and Answers:

Question: What is the value of the 48% of the site that is being provided for public use, as roadway, public plaza, pedestrian space, or park dedication?

Answer: Staff responded that the development potential (FSR) attributable to that space is included in the overall project. The 2014 BC Assessment of the two parcels land value is \$16,758,000. 48% of that assessed value is \$8,043,840. In addition, the cost of the off-site works proposed for these lands, as noted in the staff report is estimated at \$1,360,000.

Question: Was the District's Transportation Study for the village complete?

Answer: Staff are confident in the methodology used to carry out the Lower Capilano Village transportation study. The study assessed existing and future traffic conditions with the envisioned land uses in the year 2030. In order that the road network can absorb the new trips that result from redevelopment, key additional road links and additional road capacity is planned, such as the left turn pocket at the intersection of Capilano Road and Marine Drive. Based on the outcome of the study, the planned transportation network for the Village will perform well in the years to come.

Question: What is the number of buses passing this site during the morning rush hour?

Answer: Based on the posted TransLink bus timetable, 55 buses service the westbound bus stop in front of the Grouse Inn between 7am and 9am. This equates to 27 or 28 buses per hour (with most buses going to downtown Vancouver and about every third bus going to West Vancouver). Service frequency increases at the peak of rush hour between 8:00 and 8:30 am, as observed by staff. Even if there is a pass-up caused by buses bunching elsewhere in the corridor, people using this bus stop are generally able to catch the bus they want within five minutes. (See Attachment for the morning schedule.)

Question: Is the number of parking spots proposed known?

Answer: The current design includes 540 spaces broken down as follows:

Residential:	393 spaces
Residential Visitor:	53 spaces
Commercial:	94 spaces
Total:	540 spaces

Question: Did the District consider tunnels for west turn bays?

Answer: The idea of a tunnel or grade-separated intersection at the major intersection at Capilano Road and Marine Drive was considered by staff as well as transportation planning and engineering consultants. However, this idea was eliminated because there is not enough space in this location to accommodate the ramping required for a grade-separated intersection.

With regards to the proposal for a tunnel for traffic turning into Curling Road and eliminating other turning movements, staff do not believe there is enough space to accommodate a ramp to Curling Avenue. Even so, this was not an option that staff considered or support, as one of the key objectives for the Village Centre is to use Curling Road and the new Cross Roads to connect the two sides of Capilano Village with improved east-west connections and provide residents on the west side of Capilano Road better ways in and out of the neighbourhood for both driving, walking and cycling. The current design allows for this improved connectivity in a way that does not detract from the through traffic using Capilano Road.

Question: Was the image shown at the Public Hearing (on the right) of Marine Drive and how many lanes are there on Marine Drive eastbound from Lions Gate Bridge to Capilano Road?

Answer: No, the image at top right, presented by a member of the public at the Public Hearing, is not Marine Drive, which is shown in the google image below.



The Marine Drive cross section between Capilano Road and Lions Gate Bridge includes:

- Eastbound, four travel lanes, plus a southbound right turn pocket at the intersection.
- Westbound, three travel lanes, plus the transit lane.

As noted in past studies, road dedication along Marine Drive is for enhanced bicycle, transit and pedestrian movement, as the regional strategy is to increase the capacity of the Lions Gate Bridge through increased transit use.



Question: Has the District considered elevated pedestrian crossings?

Answer: The idea of an elevated pedestrian crossing was considered by staff as well as transportation planning and engineering consultants and was eliminated because:

- There is not enough room to provide wheelchair accessible ramping to an overpass structure at this location.
- A minimum peak-hour pedestrian volume of 400 is required to warrant a pedestrian overpass. Pedestrian overpasses that are integrated into building design, like those

found in Las Vegas or Calgary, are supported by a scale of high density shopping mall and office development that far exceeds anything being considered in the District.

- Pedestrian friendly design focuses on providing a comfortable pedestrian experience on the street. The District's plan is to achieve a comfortable, signal-protected pedestrian crossing at Curling Avenue that enables convenient connections for pedestrians traveling in the area.

The bylaws are now ready for consideration of Second and Third Readings.

OPTIONS:

1. Give the bylaws Second and Third Readings (staff recommendation); or,
2. Give no further Readings to the bylaws and abandon the bylaws at First Reading.

Respectfully submitted,


Tamsin Guppy
Community Planner


Tegan Smith
Transportation Planner

Attachments:

- District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)
- Housing Agreement Bylaw 8062, 2014
- Public Hearing Minutes – June 17, 2014
- Bus Schedule for Morning Rush Hour (Capilano and Marine Westbound)
- Staff Report – May 14, 2014

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

The Corporation of the District of North Vancouver

Bylaw 8061

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)".

2. Amendments

The following amendments are made to the "District of North Vancouver Zoning Bylaw 3210, 1965":

- (a) Part 2A, Definitions is amended as follows:

Delete:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68 and 69 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), (4B411 to 4B418 (CD68) and 4B420 to 4B435 (CD69)] only:

And replace with:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69 and 81.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68, 69 and 81 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), 4B411 to 4B418 (CD68), 4B420 to 4B435 (CD69) and 4B 81-1 to 4B 81-14 (CD 81)] only:

- (b) Part 2A, Definitions is amended as follows:

The following terms referred to in the Employment Zones and Village Commercial Zones have the meanings given to them in Part 2 of this Bylaw:

And Replace with:

The following terms referred to in the Zones to which the forgoing definitions apply, have the meanings given to them in Part 2 of this Bylaw:

- (c) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 81 CD81"
- (d) Part 4B Comprehensive Development Zone Regulations by inserting the following:

4B80 Comprehensive Development Zone 81 CD 81

The CD 81 zone is applied to:

2010 Marine Drive and 1633 Capilano Road, legally known as:

Amended Lot D (Reference Plan 4323) of Lot 1, Block 15, District Lot 764,
Plan 7880, LTO (PID 003-920-445)

and

Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15, District
Lot 764, Plan 6750, (LTO PID 010-828-303).

4B 81 – 1 Intent

The purpose of the CD 81 Zone is to establish land use and development regulations to permit a mixed use development with commercial and residential uses.

4B 81 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 81 Zone:

- a) Uses Permitted Without Conditions:
No applicable.

- b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B81 - 3 Conditions of Use, are met:

live-work use;

office use;

personal service;
restaurant use;
retail use; and
residential use.

4B 81-3 Conditions of Use

- a) **All conditional uses:** all uses of land, buildings and structures are only permitted when the following conditions of use are met:
 - i) All aspects of the use are completely contained within an enclosed building except for:
 - (1) Parking and loading areas;
 - (2) Outdoor customer services areas;
 - (3) The display of goods; and
 - (4) Outdoor amenity areas (plazas, balconies, patios, or roof decks).
- b) **Residential, and live-work:** the use of land, buildings and structures for *residential*, and *live-work*, uses are only permitted when the following conditions are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has access to a private storage space.
- c) **Live-work:** the use of land, buildings and structures for *live-work* use is only permitted when the following condition is met:
 - i) An outside public entrance is provided; or
 - ii) An entrance onto a corridor that is open to the public, as in a commercial building.

4B 81-4 Accessory Use

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units in this zone.
- c) The production of energy for use on site or as part of a District Energy program is permitted as an *accessory use*.

4B 81 – 5 Density

- a) The maximum permitted density is 1,888 m² (20,318 sq. ft.) and 20 residential units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i) Any areas completely below finished or natural grade;
 - ii) Storage space located on the ground floor of residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD81 Zone;
 - iii) Bicycle storage located on the ground floor of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD 81 Zone;
 - iv) The area of balconies and covered patios up to 10% of the total residential floor area for the building they are part of;
 - v) Common amenity areas that are accessory to the residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 400 m² (4,305 sq. ft.) gross floor area per residential tower to a maximum of 800m² (8,611 sq.ft.) gross floor area in total in the CD 81 Zone;
 - vi) Retail floor area that is partially below grade, with the finished floor a minimum of 1.2 metres below natural and finished grade up to a maximum of 400 m² (4,306 sq. ft.) gross floor area.

4B 81 – 6 Amenities

- a) Despite Subsection 4B81 – 5, permitted density in the CD 81 Zone is increased to a maximum of 16,449 m² (177,052 sq. ft.) *gross floor area* and 172 units if \$2,828,750 is contributed to the municipality to be used for any of the following amenities benefiting the Lower Capilano Marine Village Centre (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i) The provision or enhancement of public facilities which may include but are not limited to: the community centre, or a day care centre;
 - ii) Improvements to public parks, plazas, trails and greenways;
 - iii) Public art and other beautification projects; and
 - iv) Affordable or special needs housing.

- b) Despite Subsection 4B81-5 and Subsection 4B81-6 (a), permitted density in the CD 81 Zone is further increased to a maximum of 26,410 m² (284,277 sq. ft.) *gross floor area* and 280 units if an additional \$1,733,750 is contributed to the municipality to be used for the amenities listed in 4B81-6 (a).
- c) The cumulative development in the CD 81 Zone must not exceed 26,410 m² (284,277 sq. ft.) *gross floor area*, inclusive of any density bonus for energy performance.
- d) Of the total permitted *gross floor area*, no more than 24,250 m² (261,026 sq. ft.) may be used for residential purposes.
- e) A minimum of 2,160 m² (23,251 sq. ft.) of the total permissible *gross floor area* must be used for commercial purposes, occurring either singly or in combination in Development Areas A, C and D, as noted in Schedule B, where commercial purposes includes any of the following permitted uses singly or in combination: *office use, personal service use, restaurant use, and retail use*.

4B81 – 7 Height

- a) The maximum permitted height for any building in the CD 81 Zone, shall be regulated as follows, with specific building height provisions based on the Development Areas noted in Schedule B of Bylaw 8061:
 Development Area A: The maximum permitted height is 71.5 metres (235 feet) and 23 storeys.

 Development Area B: The maximum permitted height is 59.5 metres (195 feet) and 19 storeys.

 Development Area C: The maximum permitted height is 15 metres (49 feet) and 4 storeys.

 Development Area D: The maximum permitted height is 17 metres (56 feet) and 4 storeys.
- b) For the purpose of measuring building height, height is to be measured from average finished grade to the highest point on the roof surface.

- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 81 zone: Elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 5.0 metres (16.4 feet) above the highest point of any roof surface.

4B 81 – 8 Coverage

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 60%.

4B 81 – 9 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with an approved landscape plan.
- b) A 2m (6.6. ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from public view:
- i) any utility boxes, vents or pumps that are not located underground and/ or within a building; and
 - ii) any surface garbage or loading areas that are not located underground and / or within a building.

4B 81- 11 Parking, Loading and Servicing Regulations

- a) Parking and loading shall be provided in accordance with Part 10 of this Bylaw except that:
- i) The provision of parking is to be based on the following ratio:

Building Type	Ratio of Parking
Residential unit in a mid rise, low rise, or high rise building	1.4 space/ unit
Townhouse unit	1.5 space/ unit
Residential Visitor Parking	0.1 space / unit
Public parking	Visitor parking, and commercial parking shall all be in a central area and available for shared use

- ii) Bicycle storage for residents shall be provided on the basis of one space per unit.
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Tourist Commercial Zone (C4) and the Marine Drive Zone (C9) to Comprehensive Development Zone CD81.

READ a first time May 26th, 2014

PUBLIC HEARING held June 17th, 2014

READ a second time

READ a third time

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

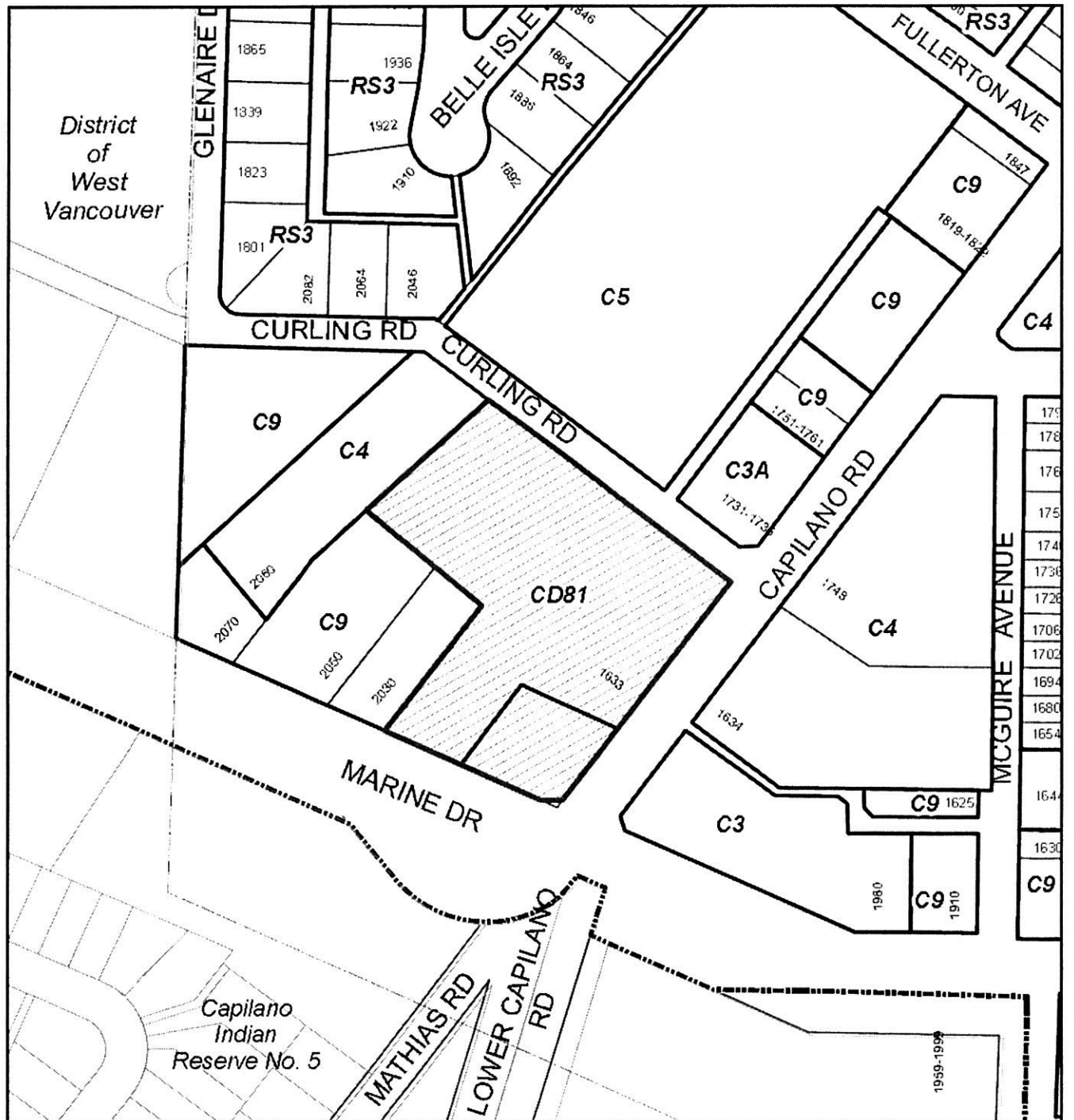
Certified a true copy

Municipal Clerk

Bylaw 8061 Schedule A: Zoning Map

BYLAW 8061

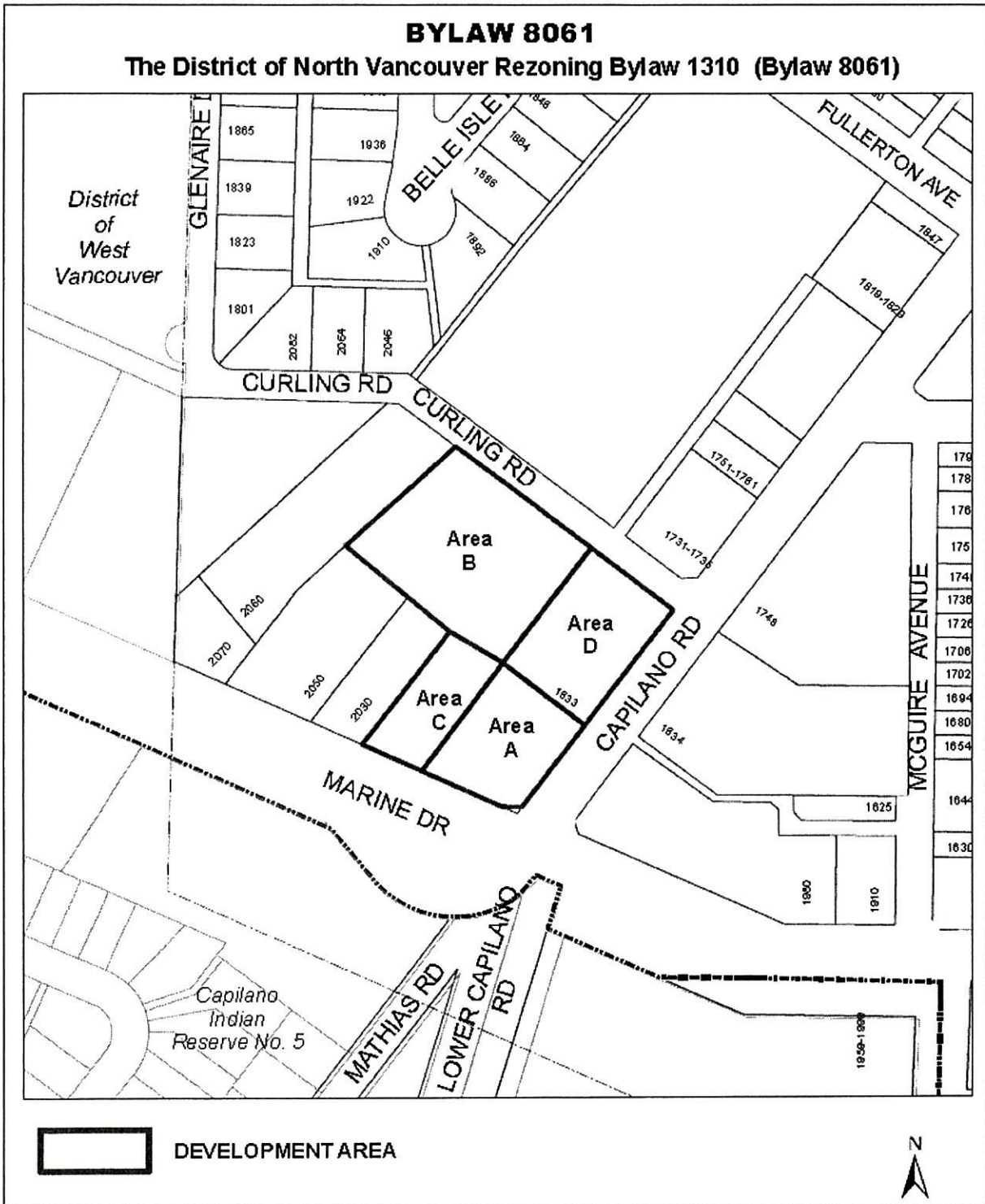
The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)



FROM TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL (C9) TO COMPREHENSIVE DEVELOPMENT CD81



Bylaw 8061 Schedule B: Zoning Map



The Corporation of the District of North Vancouver

Bylaw 8062

A bylaw to enter into a Housing Agreement (2010 Marine Drive)

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 8062, 2014".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marine Land Development Ltd. and Pacific Gate Investments Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15 District Lot 764 Plan 6750 (PID: 010-828-303); and
- b) Amended Lot D (Reference Plan 4323) of Lot 1 Block 15 District Lot 764 Plan 7880 (PID: 003-920-445)

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 26th, 2014

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8062

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 2014 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

AND:

PACIFIC GATE INVESTMENTS LTD. (Inc. No. 091050) 801 – 100 Park Royal, West Vancouver, BC V7T 1A2

(the "Developer")

WHEREAS:

- A. The Developer is the registered owner of the Lands or has a right to purchase the Lands;
- B. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained herein, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the

parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. **DEFINITIONS**

Definitions

1.01 In this agreement:

- (a) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 2014 granted by the Developer to the District and registered at the Lower Mainland Land Title Office against the Lands under number _____;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Owner*” means the Developer and any other the person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands is consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (d) “*Proposed Development*” means the proposed development to be constructed on the Lands in accordance with the Development Covenant;
- (e) “*Unit*” means a residential dwelling strata unit in any building in the Proposed Development; and
- (f) “*Unit Owner*” means the registered owner of a Dwelling Unit in any building in the Proposed Development.

2. **TERM**

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

3. **RENTAL ACCOMODATION**

Rental Disclosure Statement

3.01 No Unit in a building in the Proposed Development may be occupied unless the Developer has:

- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units in the building as rental strata lots and imposing a 99 year rental period in

relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and

- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

Rental Accommodation

- 3.02 The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

Binding on Strata Corporation

- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

Strata Bylaw Invalid

- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

No Bylaw

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

Vote

- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

Notice

- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

Notice of Default

- 4.01 The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

Costs

- 4.02 The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

Damages an Inadequate Remedy

- 4.03 The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

Equitable Remedies

- 4.04 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

No Penalty or Forfeiture

- 4.05 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

Cumulative Remedies

- 4.06 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. **LIABILITY**

Indemnity

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

Release

- 5.02 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

Survival

- 5.03 The agreements of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. **GENERAL PROVISIONS**

District's Power Unaffected

- 6.01 Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

Agreement for Benefit of District Only

6.02 The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District:
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

Agreement Runs With the Lands

6.03 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

Release

6.04 The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

Priority of this Agreement

6.05 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

Agreement to Have Effect as Deed

6.06 The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

Waiver

- 6.07 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

Time

- 6.08 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

Validity of Provisions

- 6.09 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

Extent of Obligations and Costs

- 6.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

Notices

- 6.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Developer:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

Further Assurances

- 6.136.12 Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

Enuring Effect

- 6.146.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

References

- 7.01 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

Construction

- 7.02 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

No Limitation

- 7.03 The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

Terms Mandatory

- 7.04 The words “must” and “will” are to be construed as imperative.

Statutes

- 7.05 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

Entire Agreement

- 7.06 This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 7.07 This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8054.

Governing Law

- 7.08 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

Morning Rush Hour Bus Schedule for Capilano and Marine Westbound Transit Service

	Time table (am)	Bus Number	Destination
1	7:00	239	West Van
2	7:02	240	Downtown
3	7:05	255	West Van
4	7:06	241	Downtown
5	7:06	239	West Van
6	7:08	246	Downtown
7	7:12	240	Downtown
8	7:15	241	Downtown
9	7:16	239	West Van
10	7:21	246	Downtown
11	7:22	240	Downtown
12	7:26	239	West Van
13	7:26	241	Downtown
14	7:29	247	Downtown
15	7:32	246	Downtown
16	7:32	240	Downtown
17	7:36	241	Downtown
18	7:35	255	West Van
19	7:38	239	West Van
20	7:43	240	Downtown
21	7:44	246	Downtown
22	7:46	241	Downtown
23	7:48	239	West Van
24	7:55	246	Downtown
25	7:56	241	Downtown
26	7:58	239	West Van
27	7:55	240	Downtown
28	8:00	240	Downtown
29	8:02	247	Downtown
30	8:05	240	Downtown
31	8:06	241	Downtown
32	8:05	255	West Van
33	8:08	239	West Van
34	8:09	246	Downtown
35	8:13	240	Downtown
36	8:15	240	Downtown
37	8:17	241	Downtown
38	8:18	239	West Van
39	8:25	241	Downtown

7:00-8:00 am =
28 buses

8:00 – 9:00 am=
27 buses

40	8:27	246	Downtown
41	8:25	240	Downtown
42	8:28	239	West Van
43	8:31	241	Downtown
44	8:36	247	Downtown
45	8:35	240	Downtown
46	8:35	255	West Van
47	8:37	239	West Van
48	8:39	241	Downtown
49	8:41	246	Downtown
51	8:45	240	Downtown
52	8:47	239	West Van
53	8:55	240	Downtown
54	8:57	239	West Van
55	8:56	246	Downtown

**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 17, 2014 commencing at 7:05 p.m.

Present: Mayor R. Walton
Councillor R. Hicks
Councillor D. MacKay-Dunn
Councillor L. Muri
Councillor A. Nixon

Absent: Councillor R. Bassam
Councillor M. Little

Staff: Mr. B. Bydwell, General Manager – Planning, Properties, and Permits
Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. L. Brick, Confidential Council Clerk
Ms. T. Smith, Transportation Planner
Mr. T. Guppy, Community Planner

Bylaw 8061: The District of North Vancouver Rezoning Bylaw 1310

Purpose of Bylaw:

The proposed bylaw will rezone Grouse Inn and adjacent former gas station site. The proposal includes two residential towers, a restaurant, commercial building, and gateway plaza.

1. OPENING BY THE MAYOR

Mayor Walton 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.

2. INTRODUCTION OF BYLAWS BY CLERK

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaw and advised that all those who consider that their interest in property may be affected by the proposed bylaw are welcome to speak.

3. PRESENTATION BY STAFF

Presentation: Tamsin Guppy, Community Planner

Ms. Tamsin Guppy, Community Planner, advised that the applicant is seeking permission to rezone 2.6 acres, which include the Grouse Inn and former Esso gas station, at the corner of Capilano and Marine Drive. The proposal includes two residential towers, a restaurant, a commercial building, a new gateway plaza, and a park. The proposal is in keeping with the OCP, will have a maximum of 280 units and a 2.5 Floor Space Ratio (FSR) with a commercial floor area of 23,000 sq. ft. at grade.

Ms. Guppy reviewed the vision for the Lower Capilano Village Centre Plan highlighting:

- Bridging the community and providing a connection to the community on both sides of Capilano Road;
- Commercial space which serves the immediate neighbourhood;
- A new network of open space;
- Road improvements for now and the future;
- The right mix of housing in the right place; and,
- High rises located in key areas to maximize sunlight to the public areas.

Ms. Guppy commented on the height of the proposed buildings noting that in the Community Implementation Plan the interior building is proposed as being 20 stories and the corner building is proposed as being 22 stories; the applicant is proposing changing the building heights to 19 and 23 stories to create a distinction between the two buildings. Staff advised that this change will reduce the impact of building height and shading away from the heart of the community, park spaces, and existing single family neighbourhoods.

Staff advised that the proposal meets the current adaptable housing guidelines; as the guidelines are currently under review, the applicant will have the option of adopting the new standards or using the existing guidelines when the policies change.

The commercial component includes:

- At grade commercial space which will provide the services needed in the Lower Capilano Village Centre and help with animating the streets to provide vibrancy; and,
- Three stories of office space which can be converted to live-work or residential units if required, thereby allowing up to 18 additional residential units, increasing the site's total residential units from 262 to 280 units.

Staff advised that the Community Amenity Contribution will be \$4,562,500 which can be used for public facilities, improvements to parks, public art, or affordable housing projects in the area.

The project includes residential visitor parking and commercial parking in a public parking lot in P1, this parkade level will have higher floor to ceiling heights to accommodate taller vehicles and include approximately 150 spaces.

At this time the applicant is proposing 1.7 parking spaces per unit (393 spaces in total) in this development; a reduction in parking spaces may be requested by the applicant during the detailed design stage after a detailed transportation study has been completed.

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- A transportation study has been completed in advance of the Implementation Plan approval;
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- The plan adds capacity at Capilano Road and Marine Drive intersection by adding lane improvements and a dedicated left turn lane.

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- Creating a more central transit hub at the crossroads where the south bound 246 and 247 bus routes to travel down McGuire Avenue and onto Lions Gate Bridge; and,
- Monitoring of the area by TransLink and an increase in service over the last couple of years.

Staff noted that bike lanes are planned for the Village Centre and the surrounding area for all ages and abilities and that there will be extensive pedestrian improvements.

Turning to the project-specific transportation improvements, Ms. Smith noted traffic improvements include:

- A new signalized intersection at Capilano and Curling Road;
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- Improved signal coordination; and,
- Improved safety.

Regarding pedestrian and cycling improvements, Ms. Smith noted the new road allocation for bike lanes, and wider sidewalks buffered by street trees.

Transit service at the site was discussed and it was noted that there are over 25 buses per hour westbound at the stop next to the project on Marine Drive. Transit service is also anticipated to be improved still further under the Mayors' Plan and will include the addition of new B Line service. The project will be providing an improved bus stop with shelter and an easy pedestrian connection to the bus stop.

Staff advised that 48% of the site will be provided for public access, park land, sidewalks, and road improvements; there will be a left turn bay implemented on Capilano Road at Curling Road.

Staff confirmed that they have communicated the District's expectations for construction traffic management to the proponent; staff advised that the proponent is working to ensure that the construction site does not disrupt peak traffic and must be contained on the site. Staff expects that the proponent will submit a construction management plan for the project and it will be coordinated with the other construction sites in the area.

In response to a query from Council staff advised that the proposal includes an open plaza space and a small portion of land which will become part of a larger park as more developments are constructed in the future. It was noted that there are several trails and parks in the area which can be easily accessed by residents of the development. Staff are working on developing a network of pocket parks within the Village Centre which will each offer different themed play opportunities.

Staff advised that the office units on the upper floors of the commercial building could be converted to live work or residential if the market does not support office, and that the bylaw provides for this conversion, giving the potential for 18 additional residential units beyond the 262 currently proposed.

4. PRESENTATION BY APPLICANT

Presentation: Foad Rafii, Rafii Architects and Michael Geller, Planning Consultant

Mr. Michael Geller, Planning Consultant, and Mr. Foad Rafii, Rafii Architects, spoke on behalf of the applicant. Mr. Geller reviewed the community feedback which has been received including comments on traffic, views, property value, amount of development in the area, and project coordination.

Mr. Geller advised that the proposal complies with the desires of the OCP and has integrated commercial and retail space with the residential component.

Mr. Geller advised that the number one issue which the proponent has addressed is to minimize the affect the proposal will have on traffic; if the traffic problems in the area can't be addressed, the units will not sell. The proposal has implemented a system for truck loading and created a dedicated main entrance to the development. The traffic study indicates that the project will add 2% to the traffic in the intersection on Capilano Road, and will add 5% at the Curling Road intersection. He advised that the road dedications from the site will result in significant overall area transportation improvements.

Mr. Geller advised that the project will include:

- Electric car facilities and car share parking spaces;
- Outside plantings to make the buildings more livable which will be maintained by the Strata Councils;
- A variety of store fronts using various materials which will fit in with the village feel;
- A proper plaza with a fountain and natural wood features; and,
- A double row of trees along Capilano Road and Marine Drive which will help to transform the intersection.

View analysis proves that the Woodcroft views will not be blocked, just changed, and have provided a view, to scale, of what the building will look like from Woodcroft.

Mr. Geller confirmed that the project will have an onsite construction plan and will not need to use the roadways for construction purposes. The development is to be implemented in a two phase project and will ensure that access will be available to the site throughout. Construction traffic management principles will be implemented to maintain access for contractors, pedestrians, on site storage, and advance notice of traffic impact work will be provided to the neighbourhood.

Mr. Geller advised that the Community Amenity Contribution will be \$4,562,500 and \$2,365,000 for Development Cost Charges in addition to the land which is being provided for roadways and park.

5. REPRESENTATIONS FROM THE PUBLIC

5.1 Mr. Don Peters, 600 Block West Queens Road: COMMENTING

- Spoke on behalf of the Community Housing Action Committee;
- Opined that there is only one mention in the staff report of affordable housing options;
- Urged that affordability be included in the proposal; and,

- Proposed that Council set aside 25% of the CAC's and direct it towards the development of below market housing in this neighbourhood.

5.2 Mr. Michael Vingarzan, 2000 Block Fullerton Avenue: OPPOSED

- Spoke in opposition to the proposed development;
- Expressed concern regarding the development of high density towers on the site;
- Commented that the density will increase traffic issues in the neighbourhoods; and,
- Expressed concern that the views from his building will be affected and reduce his property value.

5.3 Ms. Val Moller, 2000 Block Fullerton Avenue: COMMENTING

- Commented that she likes the proposed development, but encouraged that the two towers be lowered;
- Commented that the level of development on the North Shore is intense and should be monitored; and,
- Commented on the traffic issues at Capilano Road and urged that traffic management plans be implemented.

5.4 Mr. Doug Curran, 2000 Block Curling Road: IN FAVOUR

- Spoke in support of the proposed development;
- Commented on the developers approach to working with the community; and,
- Urged that Council adopt the proposal.

5.5 Ms. Sue Lakes-Cook, 200 Block West 4th Street: OPPOSED

- Expressed concern with the saleability of the units;
- Noted that there are not a lot of units or amenities in the development for families; and,
- Requested that staff install an air quality monitoring device at the corner of Capilano and Marine Drive.

5.6 Mr. Hazen Colbert, 1100 Block East 27th Street: COMMENTING

- Opined that the application is incomplete and should address affordable housing and parking; and,
- Commented on the traffic issues on Capilano Road and Marine Drive.

5.7 Mr. Matthew Dalzell, 1700 Block Medwin Place: IN FAVOUR

- Commented on the saleability of the adjacent building, in which he owns a unit, and suggested Council consider increasing the density for them as well.

5.8 Mr. Armin Eslanpour, 2000 Block Fullerton Avenue: IN FAVOUR

- Opined that the development will create a village feeling for the area; and,
- Suggested that the project will provide affordable housing for him.

5.9 Ms. Behnaz Arabian, 2000 Block Fullerton Avenue: IN FAVOUR

- Spoke in support of the proposed development; and,
- Commented that the development will be welcomed by the community.

- 5.10 Mr. Elaa Aki, 2800 Block Capilano Road: IN FAVOUR**
- Spoke in support of the proposed development;
 - Commented that the traffic improvements will benefit the community; and,
 - Queried what the improvement percentage will be in traffic from the additional traffic lanes.
- 5.11 Ms. Carol Milne, 200 Block Osborne Road: OPPOSED**
- Spoke in opposition to the proposed development;
 - Commented that there is an abundance of condos and construction in North Vancouver; and,
 - Encouraged a moratorium on condos on the North Shore.
- 5.12 Mr. Farhad Ebrahimi, 2000 Block Marine Drive: IN FAVOUR**
- Spoke in support of the proposed development; and,
 - Commented that the FSR granted to the developer is not enough.

The meeting recessed at 8:44 pm and reconvened at 8:49 pm.

- 5.14 Mr. Kevin Saffari, 2000 Block Fullerton Avenue: OPPOSED**
- Commented that the lack of visitor parking will be problematic;
 - Opined that there are lots of amenities and stores in the neighbourhood;
 - Commented that the proposal will increase the traffic congestion in the area; and,
 - Commented on the impact the proposal will have on views to the neighbourhood.
- 5.15 Mr. Barry Bakhtiar, 2000 Block Fullerton Avenue: IN FAVOUR**
- Spoke in favour of the proposed development;
 - Opined that many of the occupants may be residents of the District who are downsizing; and,
 - Commented that Woodcroft has set up a bus service for seniors to reach Park Royal Mall.
- 5.16 Mr. Iraj Babaei, 1400 Block Bewicke Avenue: IN FAVOUR**
- Spoke in support of the proposed development;
 - Is a frequent user of the Capilano and Marine Drive intersection and opined that the development will be an improvement in the District; and,
 - Commented that the project is designed with customers in mind as it provides adequate parking for the retail units.
- 5.17 Mr. Walter Hajen, 3700 Block Rutherford Crescent: OPPOSED**
- Spoke in opposition to the proposed development;
 - Commented on the traffic congestion on the North Shore;
 - Queried if the only improvement from the project will be an additional turning lane; and,
 - Spoke in opposition to more densification on the North Shore.
- 5.18 Mr. Soroush Ahmadpour, 800 Block Clements Avenue: IN FAVOUR**
- Spoke regarding affordable housing on the North Shore; and,
 - Spoke in support of the proposed development;

- 5.19 Mr Masih Alaeitafti, 2000 Block Fullerton Avenue: IN FAVOUR**
- Spoke in support of the proposed development;
 - Spoke regarding traffic issues on Marine Drive, commenting that the left turn lane will improve congestion;
 - Opined that creating a community which is inviting to youth and the elderly is a benefit; and,
 - Requested that staff review the parking requirements to ensure that it is adequate.
- 5.20 Mr. Rudy Voser, 1800 Block Belle Isle Place: COMMENTING**
- Spoke regarding the FSR for the proposed development; and,
 - Opined that when so much land is set aside for roads and park, the density is squeezed, and that it is better to have two tall towers than shorter fatter buildings and no public land.
- 5.21 Ms. Doris Wong, Garden Avenue: IN FAVOUR**
- Spoke in support of the proposed development commenting that the area is in need of redevelopment; and,
 - Spoke in support of the transit in the area and walkability of the area.
- 5.22 Ms. Farah Ghafari, District Resident: IN FAVOUR**
- Spoke in favour of the proposed development; and,
 - Commented on the livability of having shops in the neighbourhood.
- 5.23 Mr. Bernie Teague, District Resident: IN FAVOUR**
- Spoke in support of the proposed development; and,
 - Commented that there is a need for a community centre development in the area.
- 5.24 Mr. Gordon Wylie, District Resident: IN FAVOUR**
- Commented that the OCP identifies where density is need in the District; and,
 - Opined that parking may be less of a factor in the future than it is currently.
- 5.25 Mr. Mike Riely, 1800 Block Glenaire Drive: IN FAVOUR**
- Commented that to stop a development because of traffic issues is not advisable;
 - Commented that transit is a benefit to commuters; and,
 - Urged that people re-examine their use of vehicles.
- 5.26 Mr. Kevin Saffari: SPEAKING FOR A SECOND TIME**
- Commented on the growth north of North Vancouver which affects the traffic on the North Shore;
 - Opined that new developments will not alleviate traffic congestion on the North Shore; and,
 - Commented on the negative impact of the proposed high-rise buildings on the residents of Woodcroft.
- 5.27 Mr. Doug Curran: SPEAKING FOR A SECOND TIME**
- Commented on the downward trend of car ownership; and,
 - Encouraged that transit be improved in the area.

5.28 Mr. Iraj Babaei: SPEAKING FOR A SECOND TIME

- Commented that there is support for the project in Woodcroft; and,
- Opined that the home prices in Woodcroft will not be affected by the proposal.

5.29 Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING

- Expressed concern that the proposed bylaw was vague in some areas;
- Urged Council to include specifics such as the square feet allocated for outdoor space and size of storage lockers;
- Commented on the transportation plan;
- Commented on shadow studies and the usefulness of public space; and,
- Requested that the appropriate amount of commercial space be designated for this neighbourhood.

Councillor NIXON left the meeting at 9:50 pm and returned at 9:53 pm.

5.30 Mr. John Gilmour, 2900 Block Bushnell Place: IN FAVOUR

- Spoke in support of the proposed development; and,
- Opined that the community plaza will improve the area.

5.31 Mr. Michael Geller, Applicant: IN FAVOUR

- Spoke regarding the site FSR, noting that the bylaw establishes the FSR at 2.5;
- Clarified that the bylaw identifies a requirement for commercial space;
- Commented that the buildings will be built to a LEED Gold equivalent; and,
- Commented that there is discretion on behalf of the District to use the CAC contribution towards purchasing units for affordable housing.

5.32 Mr. Bernie Teague: SPEAKING FOR A SECOND TIME

- Commented on a need for affordable housing stock in the District.

6. QUESTIONS FROM COUNCIL

Council queried what the traffic impact will be from this village centre when it is built out in full. Staff advised that the traffic study which was conducted found that 95% of the area traffic is regional and that the additional traffic would generate an additional ten trips per hour.

Staff advised that the FSR is based on the gross size of the land before any calculations for road or park areas are separated from the parcel.

Staff confirmed that the housing agreement bylaw, which was introduced at the same time as zoning bylaw, will be registered on title as a covenant and prevent future strata Councils from prohibiting rental in the buildings.

Council requested that staff report back on the value of the property which is being rededicated to roadway.

7. COUNCIL RESOLUTION

MOVED by Councillor NIXON

SECONDED by Councillor HICKS

THAT the June 17, 2014 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)", be returned to Council for further consideration.

CARRIED
(10:07 p.m.)

CERTIFIED CORRECT:


Confidential Council Clerk

**DISTRICT OF NORTH VANCOUVER
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Bylaw 8061: The District of North Vancouver Rezoning Bylaw 1310

Purpose of Bylaw:

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- A double row of trees along Capilano Road and Marine Drive which will help to transform the intersection.

View analysis proves that the Woodcroft views will not be blocked, just changed, and have provided a view, to scale, of what the building will look like from Woodcroft.

Mr. Geller confirmed that the project will have an onsite construction plan and will not need to use the roadways for construction purposes. The development is to be implemented in a two phase project and will ensure that access will be available to the site throughout. Construction traffic management principles will be implemented to maintain access for contractors, pedestrians, on site storage, and advance notice of traffic impact work will be provided to the neighbourhood.

Mr. Geller advised that the Community Amenity Contribution will be \$4,562,500 and \$2,365,000 for Development Cost Charges in addition to the land which is being provided for roadways and park.

5. REPRESENTATIONS FROM THE PUBLIC

5.1 Mr. Don Peters, 600 Block West Queens Road: COMMENTING

- Spoke on behalf of the Community Housing Action Committee;
- Opined that there is only one mention in the staff report of affordable housing options;
- Urged that affordability be included in the proposal; and,

- Proposed that Council set aside 25% of the CAC's and direct it towards the development of below market housing in this neighbourhood.
- 5.2 Mr. Michael Vingarzan, 2000 Block Fullerton Avenue: OPPOSED**
- Spoke in opposition to the proposed development;
 - Expressed concern regarding the development of high density towers on the site;
 - Commented that the density will increase traffic issues in the neighbourhoods; and,
 - Expressed concern that the views from his building will be affected and reduce his property value.
- 5.3 Ms. Val Moller, 2000 Block Fullerton Avenue: COMMENTING**
- Commented that she likes the proposed development, but encouraged that the two towers be lowered;
 - Commented that the level of development on the North Shore is intense and should be monitored; and,
 - Commented on the traffic issues at Capilano Road and urged that traffic management plans be implemented.
- 5.4 Mr. Doug Curran, 2000 Block Curling Road: IN FAVOUR**
- Spoke in support of the proposed development;
 - Commented on the developers approach to working with the community; and,
 - Urged that Council adopt the proposal.
- 5.5 Ms. Sue Lakes-Cook, 200 Block West 4th Street: OPPOSED**
- Expressed concern with the saleability of the units;
 - Noted that there are not a lot of units or amenities in the development for families; and,
 - Requested that staff install an air quality monitoring device at the corner of Capilano and Marine Drive.
- 5.6 Mr. Hazen Colbert, 1100 Block East 27th Street: COMMENTING**
- Opined that the application is incomplete and should address affordable housing and parking; and,
 - Commented on the traffic issues on Capilano Road and Marine Drive.
- 5.7 Mr. Matthew Dalzell, 1700 Block Medwin Place: IN FAVOUR**
- Commented on the saleability of the adjacent building, in which he owns a unit, and suggested Council consider increasing the density for them as well.
- 5.8 Mr. Armin Eslanpour, 2000 Block Fullerton Avenue: IN FAVOUR**
- Opined that the development will create a village feeling for the area; and,
 - Suggested that the project will provide affordable housing for him.
- 5.9 Ms. Behnaz Arabian, 2000 Block Fullerton Avenue: IN FAVOUR**
- Spoke in support of the proposed development; and,
 - Commented that the development will be welcomed by the community.

5.10 Mr. Elaa Aki, 2800 Block Capilano Road: IN FAVOUR

- Spoke in support of the proposed development;
- Commented that the traffic improvements will benefit the community; and,
- Queried what the improvement percentage will be in traffic from the additional traffic lanes.

5.11 Ms. Carol Milne, 200 Block Osborne Road: OPPOSED

- Spoke in opposition to the proposed development;
- Commented that there is an abundance of condos and construction in North Vancouver; and,
- Encouraged a moratorium on condos on the North Shore.

5.12 Mr. Farhad Ebrahimi, 2000 Block Marine Drive: IN FAVOUR

- Spoke in support of the proposed development; and,
- Commented that the FSR granted to the developer is not enough.

The meeting recessed at 8:44 pm and reconvened at 8:49 pm.

5.14 Mr. Kevin Saffari, 2000 Block Fullerton Avenue: OPPOSED

- Commented that the lack of visitor parking will be problematic;
- Opined that there are lots of amenities and stores in the neighbourhood;
- Commented that the proposal will increase the traffic congestion in the area; and,
- Commented on the impact the proposal will have on views to the neighbourhood.

5.15 Mr. Barry Bakhtiar, 2000 Block Fullerton Avenue: IN FAVOUR

- Spoke in favour of the proposed development;
- Opined that many of the occupants may be residents of the District who are downsizing; and,
- Commented that Woodcroft has set up a bus service for seniors to reach Park Royal Mall.

5.16 Mr. Iraj Babaei, 1400 Block Bewicke Avenue: IN FAVOUR

- Spoke in support of the proposed development;
- Is a frequent user of the Capilano and Marine Drive intersection and opined that the development will be an improvement in the District; and,
- Commented that the project is designed with customers in mind as it provides adequate parking for the retail units.

5.17 Mr. Walter Hajen, 3700 Block Rutherford Crescent: OPPOSED

- Spoke in opposition to the proposed development;
- Commented on the traffic congestion on the North Shore;
- Queried if the only improvement from the project will be an additional turning lane; and,
- Spoke in opposition to more densification on the North Shore.

5.18 Mr. Soroush Ahmadpour, 800 Block Clements Avenue: IN FAVOUR

- Spoke regarding affordable housing on the North Shore; and,
- Spoke in support of the proposed development;

- 5.19 Mr Masih Alaeitafti, 2000 Block Fullerton Avenue: IN FAVOUR**
- Spoke in support of the proposed development;
 - Spoke regarding traffic issues on Marine Drive, commenting that the left turn lane will improve congestion;
 - Opined that creating a community which is inviting to youth and the elderly is a benefit; and,
 - Requested that staff review the parking requirements to ensure that it is adequate.
- 5.20 Mr. Rudy Voser, 1800 Block Belle Isle Place: COMMENTING**
- Spoke regarding the FSR for the proposed development; and,
 - Opined that when so much land is set aside for roads and park, the density is squeezed, and that it is better to have two tall towers than shorter fatter buildings and no public land.
- 5.21 Ms. Doris Wong, Garden Avenue: IN FAVOUR**
- Spoke in support of the proposed development commenting that the area is in need of redevelopment; and,
 - Spoke in support of the transit in the area and walkability of the area.
- 5.22 Ms. Farah Ghafari, District Resident: IN FAVOUR**
- Spoke in favour of the proposed development; and,
 - Commented on the livability of having shops in the neighbourhood.
- 5.23 Mr. Bernie Teague, District Resident: IN FAVOUR**
- Spoke in support of the proposed development; and,
 - Commented that there is a need for a community centre development in the area.
- 5.24 Mr. Gordon Wylie, District Resident: IN FAVOUR**
- Commented that the OCP identifies where density is need in the District; and,
 - Opined that parking may be less of a factor in the future than it is currently.
- 5.25 Mr. Mike Riely, 1800 Block Glenaire Drive: IN FAVOUR**
- Commented that to stop a development because of traffic issues is not advisable;
 - Commented that transit is a benefit to commuters; and,
 - Urged that people re-examine their use of vehicles.
- 5.26 Mr. Kevin Saffari: SPEAKING FOR A SECOND TIME**
- Commented on the growth north of North Vancouver which affects the traffic on the North Shore;
 - Opined that new developments will not alleviate traffic congestion on the North Shore; and,
 - Commented on the negative impact of the proposed high-rise buildings on the residents of Woodcroft.
- 5.27 Mr. Doug Curran: SPEAKING FOR A SECOND TIME**
- Commented on the downward trend of car ownership; and,
 - Encouraged that transit be improved in the area.

5.28 Mr. Iraj Babaei: SPEAKING FOR A SECOND TIME

- Commented that there is support for the project in Woodcroft; and,
- Opined that the home prices in Woodcroft will not be affected by the proposal.

5.29 Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING

- Expressed concern that the proposed bylaw was vague in some areas;
- Urged Council to include specifics such as the square feet allocated for outdoor space and size of storage lockers;
- Commented on the transportation plan;
- Commented on shadow studies and the usefulness of public space; and,
- Requested that the appropriate amount of commercial space be designated for this neighbourhood.

Councillor NIXON left the meeting at 9:50 pm and returned at 9:53 pm.

5.30 Mr. John Gilmour, 2900 Block Bushnell Place: IN FAVOUR

- Spoke in support of the proposed development; and,
- Opined that the community plaza will improve the area.

5.31 Mr. Michael Geller, Applicant: IN FAVOUR

- Spoke regarding the site FSR, noting that the bylaw establishes the FSR at 2.5;
- Clarified that the bylaw identifies a requirement for commercial space;
- Commented that the buildings will be built to a LEED Gold equivalent; and,
- Commented that there is discretion on behalf of the District to use the CAC contribution towards purchasing units for affordable housing.

5.32 Mr. Bernie Teague: SPEAKING FOR A SECOND TIME

- Commented on a need for affordable housing stock in the District.

6. QUESTIONS FROM COUNCIL

Council queried what the traffic impact will be from this village centre when it is built out in full. Staff advised that the traffic study which was conducted found that 95% of the area traffic is regional and that the additional traffic would generate an additional ten trips per hour.

Staff advised that the FSR is based on the gross size of the land before any calculations for road or park areas are separated from the parcel.

Staff confirmed that the housing agreement bylaw, which was introduced at the same time as zoning bylaw, will be registered on title as a covenant and prevent future strata Councils from prohibiting rental in the buildings.

Council requested that staff report back on the value of the property which is being rededicated to roadway.

7. COUNCIL RESOLUTION

MOVED by Councillor NIXON
SECONDED by Councillor HICKS

THAT the June 17, 2014 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1310
(Bylaw 8061)", be returned to Council for further consideration.

CARRIED
(10:07 p.m.)

CERTIFIED CORRECT:



Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 26, 2014</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____


Dept.
Manager


CM/
Director


CAO

The District of North Vancouver REPORT TO COUNCIL

May 14, 2014
File: 3060-20-12.14

AUTHOR: Tamsin Guppy, Community Planning

SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive

RECOMMENDATION:

It is recommended that:

1. Bylaw 8061, which rezones the subject site from C4 and C9 to Comprehensive Development Zone 81 (CD 81) to enable the development of a commercial-residential mixed use development be given First Reading;
2. Bylaw 8061 be referred to a Public Hearing; and
3. Bylaw 8062, which authorizes Housing Agreement to prevent future rental restrictions, be given First Reading.

REASON FOR REPORT:

To present for Council's consideration the necessary bylaws related to the consideration of a land use change to permit a mixed use development in the Lower Capilano Marine Village Centre.

SUMMARY:

The applicant, Rafii Architects on behalf of Pacific Gate Investments, has applied to rezone the Grouse Inn and adjacent vacant gas station site, to permit the development of a mixed use project. The proposal includes two residential towers, a restaurant, a commercial building, a new gateway plaza, and park dedication.



The proposal is in keeping with the Official Community Plan and the Capilano Village Centre Implementation Plan, and was generally well received when presented to the local community at both the preliminary and detailed application stage.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 2

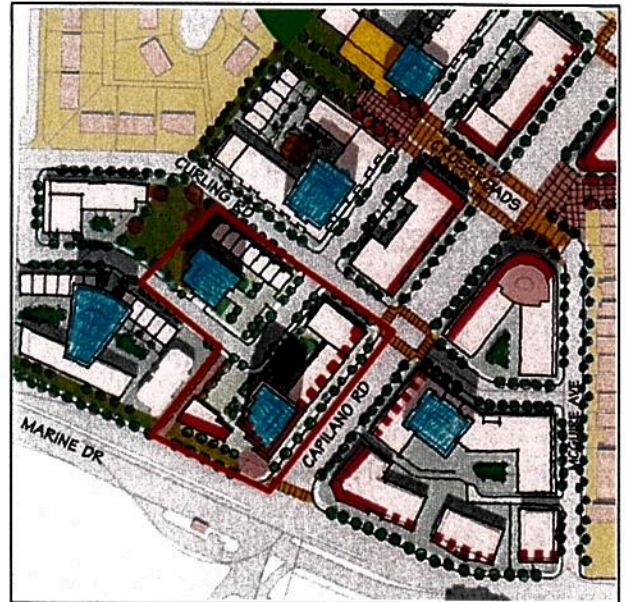
The application is for rezoning only and does not include the Development Permit application.

EXISTING POLICY:

After extensive public engagement the *Lower Capilano Marine Village Centre Implementation Plan* was approved by Council on April 29, 2013 (excerpt shown on the right).

The Village Centre Plan designates this site for a mixed use development with density of up to 2.5 FSR.

The Village Centre Plan also requires that the redevelopment of this site include land for a public plaza at the corner of Capilano Road and Marine Drive, and for a portion of the new pocket park proposed on Curling Road.



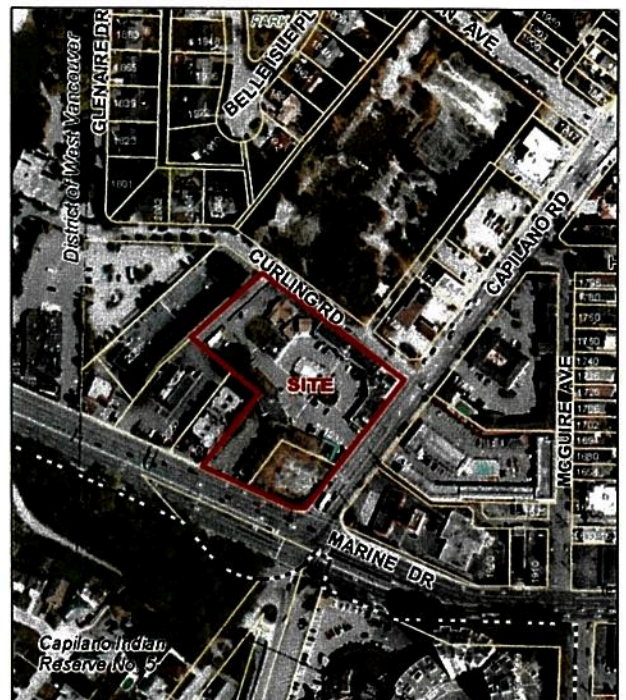
The Village Centre Plan approved in 2013, shows two high-rises (in blue) on this site.

ANALYSIS:

Subject Site:

The site is approximately 2.6 acres in size and is located at the north-west corner of Capilano Road and Marine Drive. The site includes a former vacant gas station site, and the existing Grouse Inn hotel site.

The Grouse Inn is still open for business, but recent years have seen a decline in business as the hotel buildings become increasingly outdated.



The Proposal:



The proposal is for a mixed use project that includes:

- Residential:
 - A 23 storey residential tower;
 - A 19 storey residential tower;
 - 3 storey townhouse units;
 - A total of 262-280 residential units
- Commercial
 - A 6,000 sq. ft. stand alone restaurant next to the public plaza and Marine Drive;
 - A 4 storey, 31,000 sq. ft. commercial building at Capilano and Curling.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 4

The total square footage of the project is based on a floor space ratio of 2.5, for a total gross floor area of 284,277 square feet.

Site Design and Layout



The proposed site plan and building layout is in keeping with the vision for the village centre, bringing a mix of housing and commercial services to the community.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 5

Commercial activity lines Marine Drive and Capilano Road and extends round the corner at Curling Road and into the pedestrian mews. These commercial spaces include a stand-alone restaurant on Marine Drive, which frames the south end of the site and the west end of the gateway plaza. Commercial retail units are proposed at the foot of the residential tower and the base of the commercial building running along the length of Capilano Road. As the 4 storey commercial building reaches Curling Road, the retail spaces continue and are oriented to both the main streets and the internal pedestrian area.

As the development proceeds along Curling Road it creates a 3 storey building wall with town house units facing the street.

A new road will provide vehicle access to this site and the existing 4 storey office building at 2030 Marine Drive. This new road will enter the site between the residential development and the new pocket park on Curling Road. This road will come into the site and end with a cul-de-sac that provides vehicle access to the commercial building, and creates pedestrian areas as shown in the conceptual sketch below.



While the detailed design work on the streetscape is still ongoing, the applicant team have embraced the community's vision for a pedestrian zone on the internal road network where people come first and residents can enjoy outdoor seating away from the noise of Capilano Road.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

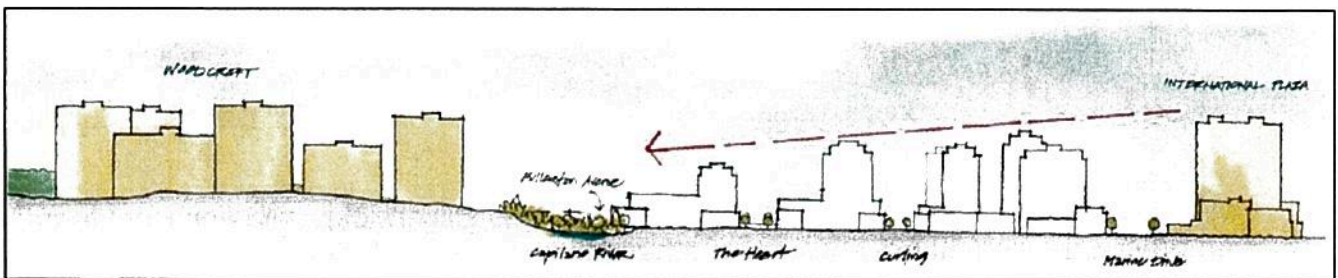
Page 6

The applicant team has also recognized the importance of extending this pedestrian connection south to Marine Drive to link up to the gateway plaza and major bus stop. To this end, they have modified their plans to create a strong linkage to the south. Public art, potentially combined with a large scale water feature are proposed for this gateway plaza to both advertise the village centre to all those driving by, and also to help mask the noise of traffic for those enjoying the plaza space or waiting for the bus.



Building Height:

The Village Centre Plan has tower heights stepping down from International Plaza (26 storeys) to the heart of the Village Centre. This site, being the furthest south and closest to International Plaza, has the tallest tower heights under consideration in the Centre Plan of 22 and 20 storeys respectively.



The applicant has proposed a slight modification to these heights to create a greater distinction between the two buildings, by increasing the height of one and decreasing the

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 7

height of the other, so that instead of 22 and 20 storeys they are proposing 23 and 19 storeys. These heights have been part of the presentation to the public since the preliminary stage and have been reviewed by the Advisory Design Panel. To date, local residents have not raised concerns with the proposed change in building heights and this minor modification helps shift more of the height and density away from the single family homes and towards the corner of Capilano Road and Marine Drive.

The impact of the tower heights has also been minimized through the design which proposes slim towers with correspondingly small building footprints, thereby reducing the bulk of the buildings. The architect is also proposing "sky gardens" on the buildings that will help create a stepping stone between the new urban village and the District's more suburban character, by softening the building with landscaping and creating roof decks that residents can enjoy.

For these reasons, staff support the proposed modification in building heights.



The architect is proposing "sky gardens" and roof decks to bring a more lush garden feel to the proposal.

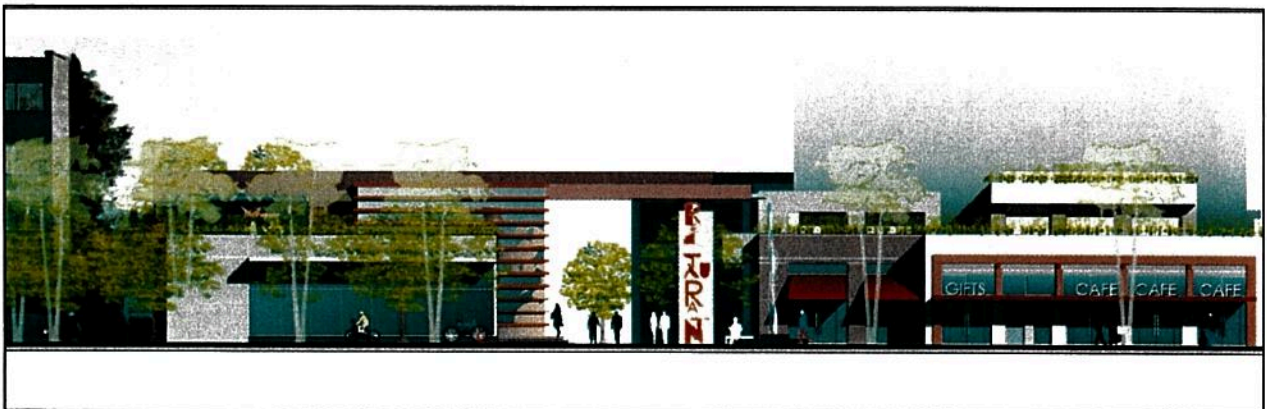
Rezoning Bylaw 8061

Rezoning Bylaw 8061 establishes the maximum potential development size of 284,277 square feet which is based on the maximum permitted FSR of 2.5 x the lot area of 113,710.6 square feet.

The Bylaw also establishes the maximum square footage which may be used for residential development, thereby protecting a minimum square footage to be used for at-grade commercial but allowing some flexibility as the owners continue to work towards finding the best tenant mix for the site. To this end, the residential use is capped at 261,026 square feet which is approximately 92% of the total permitted square footage. This ensures that the remaining 8% square footage of 23,251 square feet is set aside for commercial uses, and this number is equivalent to the at-grade commercial space currently proposed in this project.



The proposal includes store front retail along Capilano Road shown above, and on Marine Drive shown below.



SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive

May 14, 2014

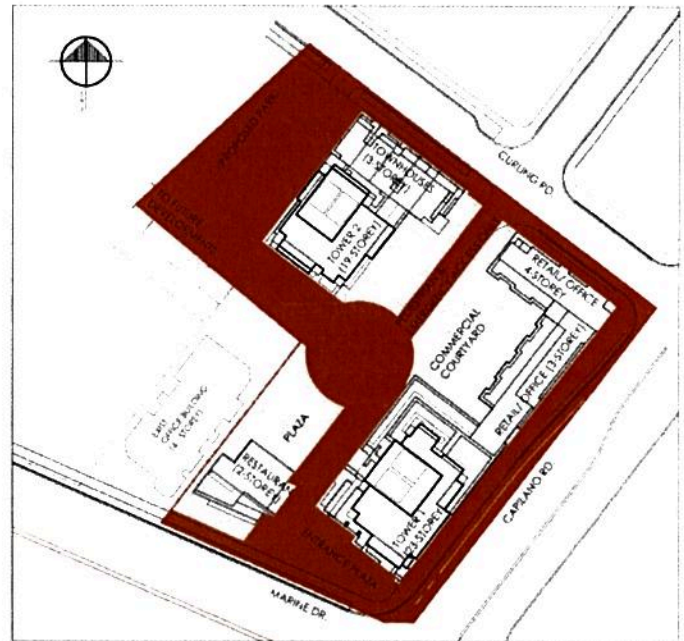
Page 9

Provision of Land for Public Use

In accordance with the Village Centre Plan and the Transportation Plan, the application includes substantial provision of land for public use, through dedication, air space parcels and rights of way (see plan below which shows public areas in orange).

This land is being provided to accommodate:

- The Gateway Plaza;
- A portion of the Curling Road pocket park;
- Road improvements on all three frontages;
- A new internal road system; and
- And new pedestrian connections through the site.



The proposal will be setting aside large portions of the site for public use as shown in orange on this plan.

Parking:

This site and the Village Centre falls within a frequent transit development area which has some of the best transit service in the region and as such parking requirements are expected to be lower for residential units in this location. The Village Centre Implementation Plan recommends consideration of parking reductions for residential use down to 1.1 spaces per unit, when a robust traffic study is provided.

At this stage in the project, residential parking is proposed at 1.5 stalls per unit and the CD 81 Zone includes this requirement as outlined in the table below:

Building Type	Ratio of Parking
Residential unit in a mid rise, low rise, or high rise building	1.4 space/ unit
Townhouse unit	1.5 space/ unit
Residential Visitor Parking	0.1 space / unit
Public parking	Visitor parking, and commercial parking should all be in a central area and available for shared use

This parking rate is still higher than is likely to be needed. Once the project proceeds to Development Permit stage a more detailed transportation demand management plan will be provided that will include strategies for car sharing, location of electric vehicle charging stations, and methods for encouraging transit use. Based on a robust transportation demand management plan, a reduction in residential parking rates may be warranted. If that is the case, the Development Permit will include a discussion of the proposed parking and if warranted a recommendation for a parking variance.

At this time, the application includes 540 parking spaces over 3 levels of underground parking, with P1 being for visitors and commercial parking and accommodating taller vehicles, while P2 and P3 are for residential use.

Also under discussion at this time, for consideration at the Development Permit stage, are methods of encouraging the use of the underground parking areas, through improved way-finding, and bringing day-light and visual connections to the underground parking area. One example is extending retail space to the underground parking area so it is immediately visible how one connects to the retail area, like this example from the new Loblaws in the City of North Vancouver. To facilitate these discussions in the future, a minor FSR exemption is proposed that would exempt a small retail area that is sunken and at a lower grade and could provide a link or connection to the parkade.



Some supermarkets are creating lobbies with display areas at the parking level to make it easier for customers to navigate the parking lot.

These spaces also add to the feeling of safety and connection in the parkade.

Transportation

Background:

Prior to the District moving forward with approval of the Village Centre Plan, the District worked with CTS Traffic Engineers to review the long term build-out for the village centre and confirmed that the local road network will accommodate the added vehicle load of the proposed change in land use.

Traffic Volumes:

The applicant undertook a traffic study which delves further into the impacts of this specific development and reconfirms that the existing road network will continue to work and that the site generated trips are a very small portion of the expected traffic volumes.

Network Improvements

The project includes substantial road dedication to enable the existing roads to be widened to accommodate safety and operational improvements on the road network as well as improved pedestrian and cyclist facilities.

To address safety and improve traffic flow, the proposal includes road dedications to accommodate the introduction of a new dedicated southbound left turn pocket on Capilano Road at Marine Drive, right-sized travel lanes on Capilano Road, and left turn pockets on the northbound and eastbound legs of the future intersection at Curling Avenue. In addition, the removal of the existing driveways will reduce conflict zones, improve intersection operations, and help ensure the Marine Drive bus lane works to its maximum capacity.

To improve conditions for walking and cycling, the proposal includes road dedications for wider sidewalks buffered by street trees and lush plantings and improvements for cyclists on Capilano Road, Marine Drive and Curling Avenue.

The Municipal Engineer will require that a signal be installed at the intersection of Capilano Road and Curling Road prior to work proceeding on any of the new Village Centre projects that rely on this intersection for access by construction vehicles.

The traffic study prepared by Bunt and Associates indicates that peak hour traffic from this site will generate 1.6 cars per minute leaving the site and moving through the intersection of Curling Road and Capilano Road and 1.7 cars per minute arriving.

A detailed Construction Management Plan will be a requirement of this proposal. As there is substantial land dedication along the roadways, it is anticipated that the bulk of the construction would be setback at least 15 feet from the current Capilano Road alignment and 13 feet from the Marine Drive alignment, thereby enabling construction to take place with minimal impact to the existing roads and sidewalks adjacent to this site.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 12

Community Amenity Contribution

In keeping with the Village Centre Plan, this project will be contributing towards community amenities that benefit the Village Centre. The Community Amenity Contribution will have a value of \$4,562,500. The amenity contribution will go towards amenities listed in the Village Centre Plan including:

- The provision or enhancement of public facilities which may include, but are not limited to: the community centre, or a day care centre;
- Improvements to public parks , plazas, trails and greenways;
- Public art and other beautification projects; and
- Affordable or special needs housing.

Bylaw 8061, rezoning the site, is an amenity bylaw that links the permitted density to the provision of amenities. The amenity contribution will be phased with the development with the first phase including approximately 62% of the development potential and accordingly, 62% of the amenity contribution, and the final or second phase including the remainder of both the development potential and community amenity contribution.

Phase	Maximum Density in that Phase	Amenity Contribution
Phase One	177,052 square feet and 172 units	\$2,828,750
Phase Two	284,277 square feet and 280 units	\$1,733,750
Total	284,277 square feet and 280 units	\$4,562,500

Additional Community Benefits:

In addition to the Community Amenity Contribution this development will also provide the following benefits to the community

Feature or Benefit	Monetary Value (Where Applicable)
Community Amenity Contribution (as above)	\$4,562,500
Public Plaza (4,250 sq. ft.)	Public plaza constructed
Public Park (portion of) (6,108 sq. ft.)	Land improved for park use
Road Improvements (Marine Drive, Capilano Road and Curling Road) (14,406 sq. ft.)	\$1,360,000 (construction costs) and land provided
Development Cost Charges	\$2,365,000

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 13

Housing Mix

The project includes the following mix of unit types, which is considered a reasonable blend of unit sizes to accommodate a demographic mix:

Unit Style	Percentage of Units
One Bedroom	15%
One Bedroom with Den	21%
Two Bedroom	58%
Three Bedroom	6%

A development covenant will ensure that the minimum number of one bedroom and three bedroom units does not drop below 15% and 6% respectively, to ensure that the unit mix is maintained.

Adaptable Housing

The application is being processed under the existing Adaptable Housing Guidelines and as such it is required to provide:

- 50% of the units Level 1B (suitable for aging in place);
- 40% Level 2 (suitable for aging in place and for future conversion to wheel chair access); and
- 10% at Level 3 (wheelchair accessible).

The District's Adaptable Guidelines are currently under review, as current applications are grandfathered when policies change, if a new standard is adopted this project will have the option of applying the existing or the new policy.

Green Building

In keeping with the District's Green Building Policy, the applicant is proposing to meet the LEED © Gold rating and energy baseline requirement of six credits in the energy and atmosphere category.

Advisory Design Panel

Advisory Design Panel reviewed this application at the preliminary stage and again on May 1st, 2014, at the Detailed Rezoning Stage. Generally, there was support for this proposal and particularly of the elegant, slim lines of the towers, and of their small building footprints.

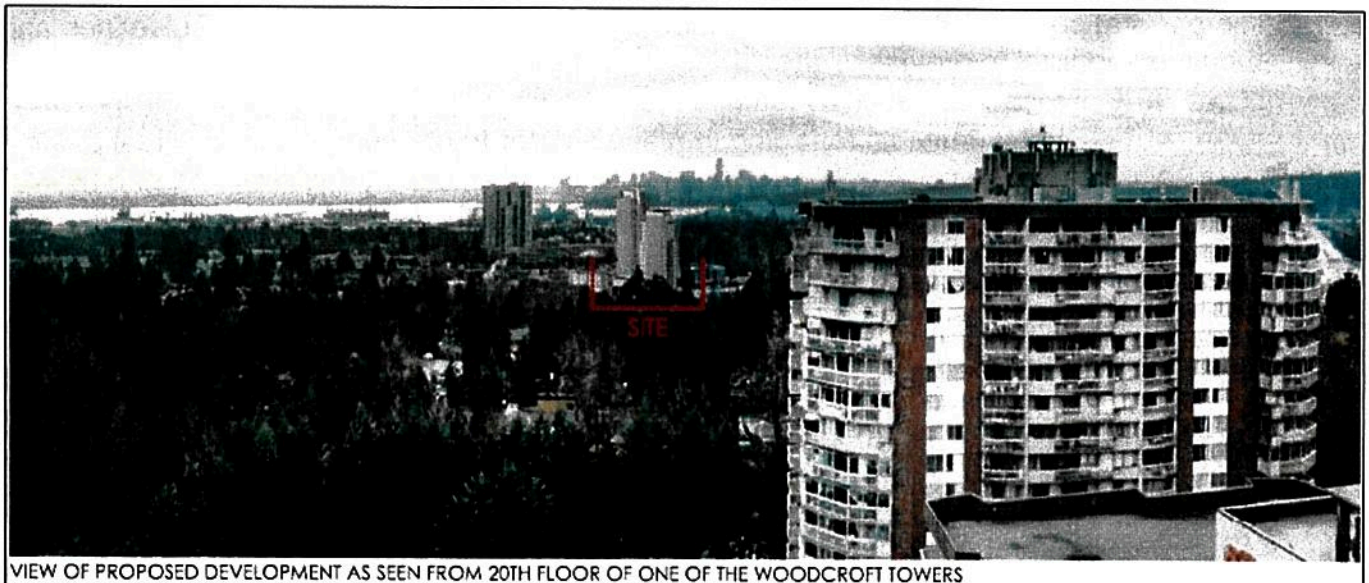
The Panel recommended support of the project, and suggested that when the project proceeds to the detailed design and development stage, more thought be given to how the open spaces work and in particular how to bring more trees and landscaping into the pedestrian areas.

Public Input:

A facilitated public information meeting was held on April 5th, 2014, and approximately 80 people attended the meeting. The notification area included the Village Centre and Woodcroft towers, with over 1500 flyers delivered. In the month following the delivery of the flyers, a total of 19 comment sheets were submitted of which 8 were in support, one was neutral and 10 were opposed. Of the comments received the following key topics were raised:

- 5 comments were in support of local commercial activity;
- 7 comments were concerned about traffic; and
- 4 comments were concerned about view impacts (all from residents of Woodcroft who look across the subject site).

To illustrate for residents of Woodcroft the degree to which their views might change, the architect provided the following illustration, which highlighted for some residents the distance to the site, and the relatively limited impact the project would have on existing views.



VIEW OF PROPOSED DEVELOPMENT AS SEEN FROM 20TH FLOOR OF ONE OF THE WOODCROFT TOWERS

With regards to traffic, again many of the concerns were raised by Woodcroft residents who have expressed concerns with traffic during the Official Community Plan process and subsequent Village Centre process. Many of the Woodcroft residents would like a more direct route into West Vancouver, from the rear of their property directly onto Keith Road. District staff have followed up with West Vancouver and understand that Woodcroft would need to apply directly to West Vancouver to secure this new access.

With regards to general concerns about traffic and parking, the transportation studies have shown that the improved road network can accommodate the anticipated growth and that this project is only a small portion of that growth.

IMPLEMENTATION:

The implementation of this project will require consideration of:

- Rezoning Bylaw 8061; and
- Housing Agreement Bylaw 8062.

Anticipated legal documents for the project include:

- Subdivision plan to consolidate the site and dedicate roads and park land;
- Statutory rights of way;
- Covenants to ensure the following issues are addressed to the District's satisfaction:
 - All off-site and on-site servicing (engineering) requirements;
 - Development is in keeping with the proposed rezoning package;
 - Allocation of development rights;
 - Phasing of the project;
 - Traffic management;
 - Adaptable Housing;
 - Green Building requirements;
 - District Energy requirements for building hydronic ready;
 - Ensuring unsold parking spaces are turned over to each respective strata;
 - Ensuring visitor and public parking are combined and easy to access;
 - Provision of electric vehicle charging stations; and
 - A Storm Water covenant.

Conclusion:

The Grouse Inn team have worked to address issues raised by staff and the community and have presented a strong application that is in accordance with the Village Centre Plan and has a high quality design package. The applicant team is continuing to work to secure a small grocery store or other retail uses that will support the Village Centre.

Bylaw 8061 proposes the mix of land uses and densities that is in keeping with the Village Centre Plan and would permit this development to move forward, and for that reason staff recommend Bylaw Introduction and Referral to a Public Hearing.

**SUBJECT: Rezoning Application - Grouse Inn - Mixed Use Development
2010 Marine Drive**

May 14, 2014

Page 16

Options:

- A) It is recommended that:
1. Bylaw 8061, which rezones the subject site from C4 and C9 to Comprehensive Development Zone 81 (CD 81) to enable the development of a mixed use development with 262 residential units be given First Reading;
 2. Bylaw 8061 be referred to a Public Hearing; and
 3. Bylaw 8062, which authorizes Housing Agreement to prevent future rental restrictions, be given First Reading (staff recommendation); or
- B) Defeat Bylaws 8061 and 8062 at First Reading.

Respectfully submitted,


Tamsin Guppy
Community Planning

Attachments:

- a) Project Plans
- b) Facilitator's Report on the Public Information Meeting
- c) Bylaw 8061 Rezoning Bylaw CD 81
- d) Bylaw 8062 Housing Agreement

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

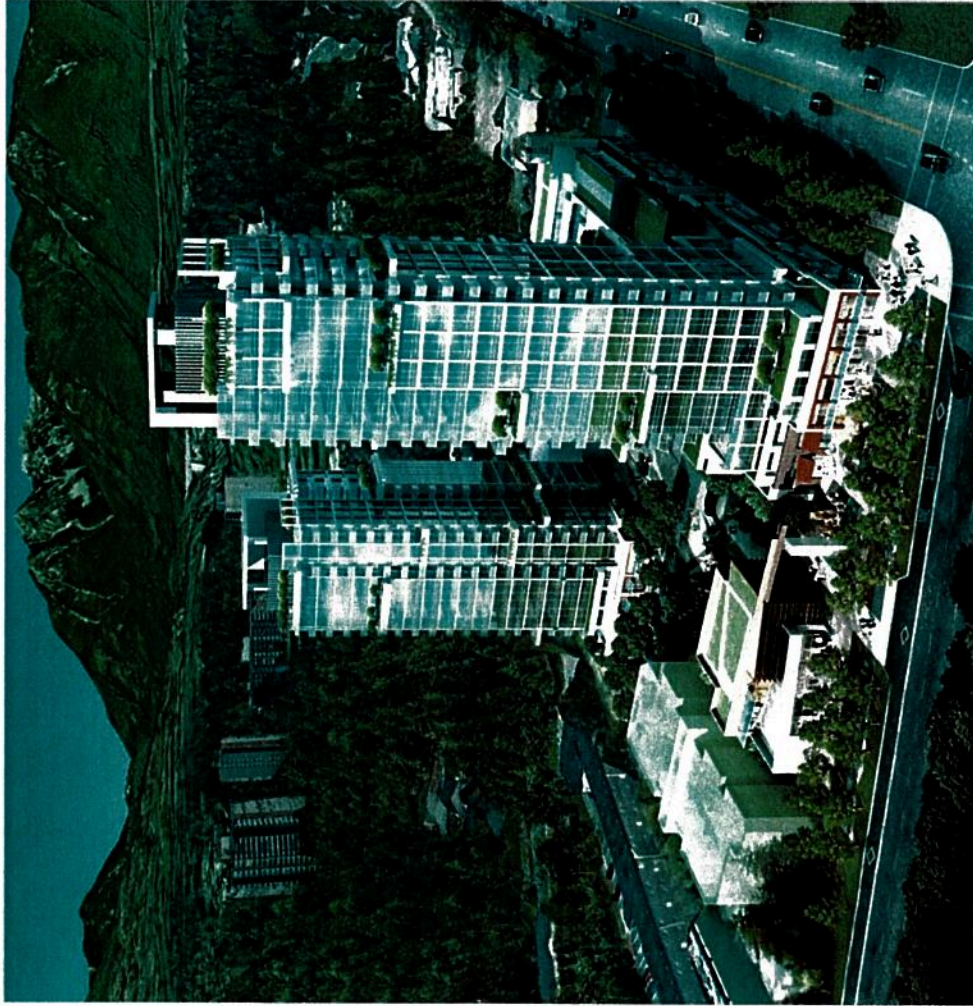
M A R I N E D R & C A P I L A N O R D

REZONING APPLICATION

DISTRICT OF
NORTH VANCOUVER

M A R C H 2 0 1 4

Attachment A

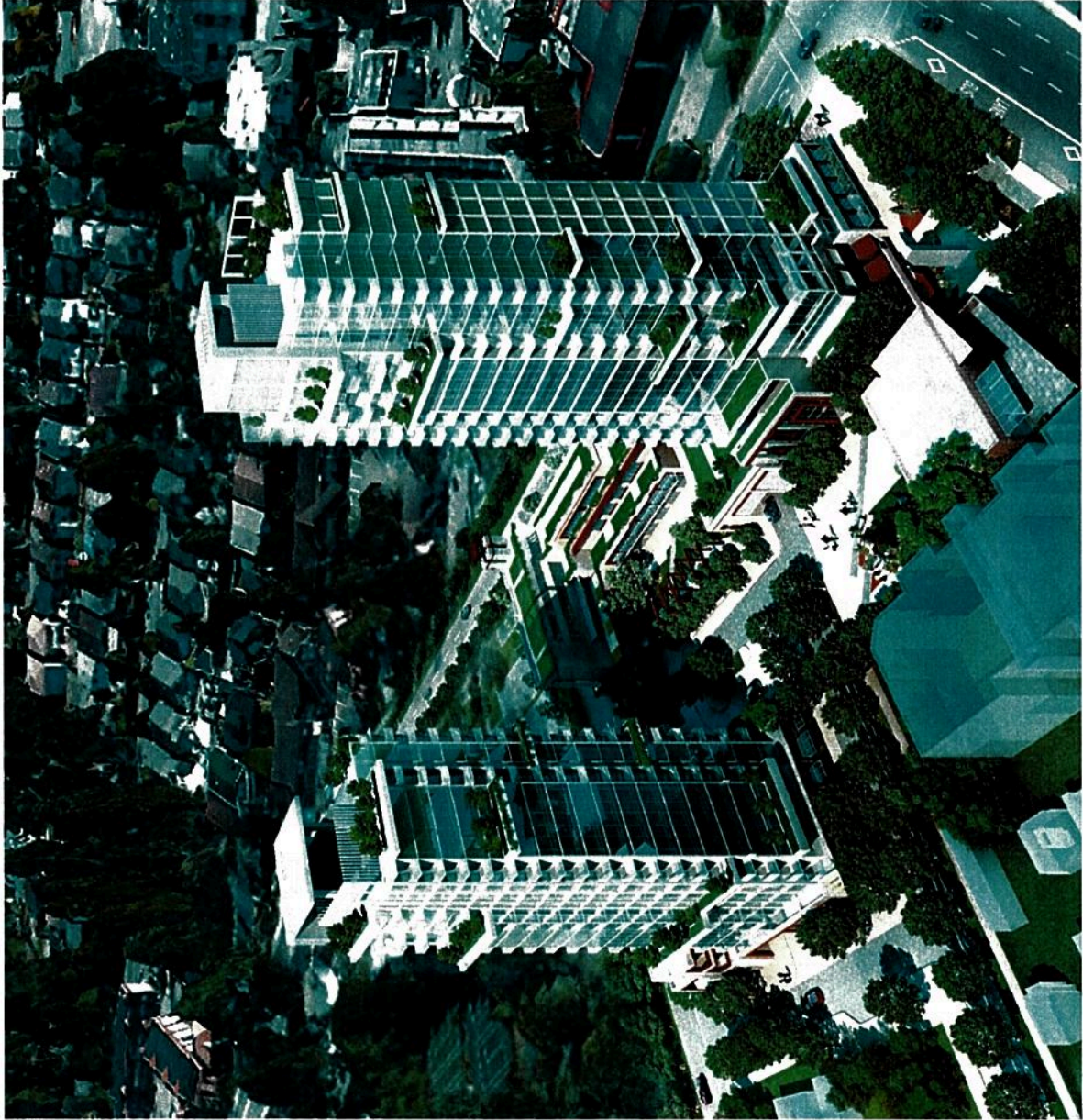


SOUTH EAST VIEW



PACIFIC GATE INVESTMENTS Ltd.

RAFI ARCHITECTS INC.



PROPERTY DESCRIPTION

The subject lands comprise 113,710 square feet and occupy a strategic, highly visible 'gateway' location in the District of North Vancouver, at the intersection of two major streets, Marine Drive and Capilano Road.

Adjacent uses include a 4 storey strata office building to the west; the Squamish Nation residential community to the south; the 26 storey International Plaza complex to the south-east; low density highway retail, restaurant and motel uses along Marine Drive and Capilano Road; and the proposed redevelopment of the North Shore Curling property to the north.

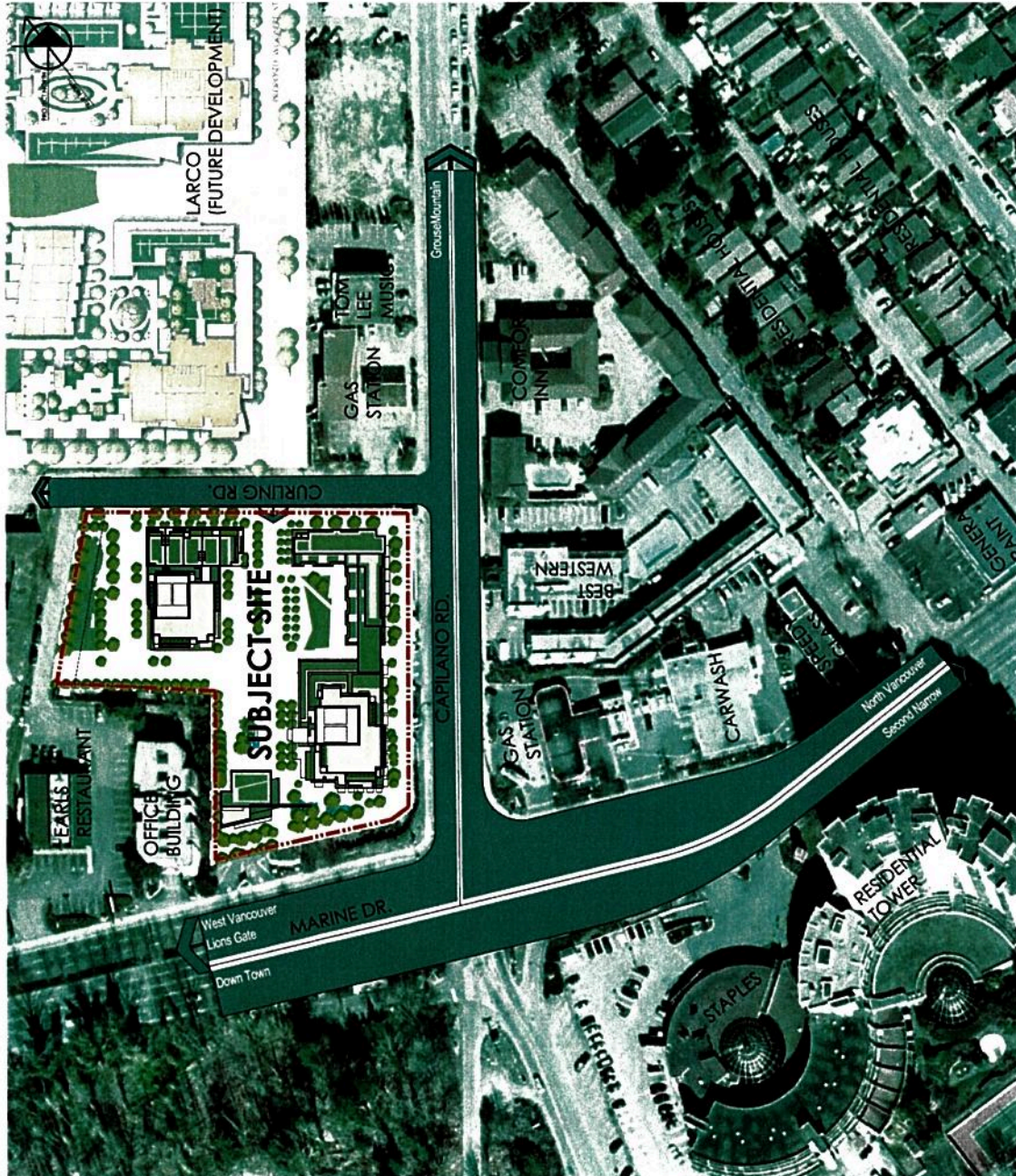
Vehicular and pedestrian access is currently provided by three flanking streets, Marine Drive to the south; Capilano Road to the east; and Curling Road to the north.

The property is 10 minutes from downtown Vancouver and 30 minutes from the recreational amenities of Grouse Mountain.

There is good public transit in the area, and this is expected to improve as a new transit centre is proposed for lands to the east of Capilano Road.

The site offers excellent views in all directions, towards the mountains, the water and the cityscape of Vancouver.

A number of significant natural features along the Capilano River and a Regional Park trail system are nearby.



CONTEXT PLAN (AERIAL PHOTO)

SCALE 1:1500



Retail Uses

Approximately 17,200 square feet of retail space is proposed with a variety of commercial retail units (CRUs) along Capilano Road, and fronting onto the new public plaza and a portion of Curling Road. Some of the spaces are 'double-fronted' and open up onto a commercial courtyard to help animate the space. Proposed uses include cafes, restaurants, and various neighbourhood retail uses including a bank, dry cleaners, hair salon, and other uses to be determined by the community.

A two storey restaurant pavilion along Marine Drive, accessed from the interior courtyard comprises approximately 6,000 square feet.

Office Uses

While realtors have expressed concerns about the economic viability of new office space in this location, in response to requests from staff and the community, approximately 13,900 square feet of neighbourhood office space is proposed above the Capilano Road retail units and in a four storey building along a portion of Curling Avenue. It is hoped that this will attract professionals and others, some of whom might live in the area.

Residential Uses

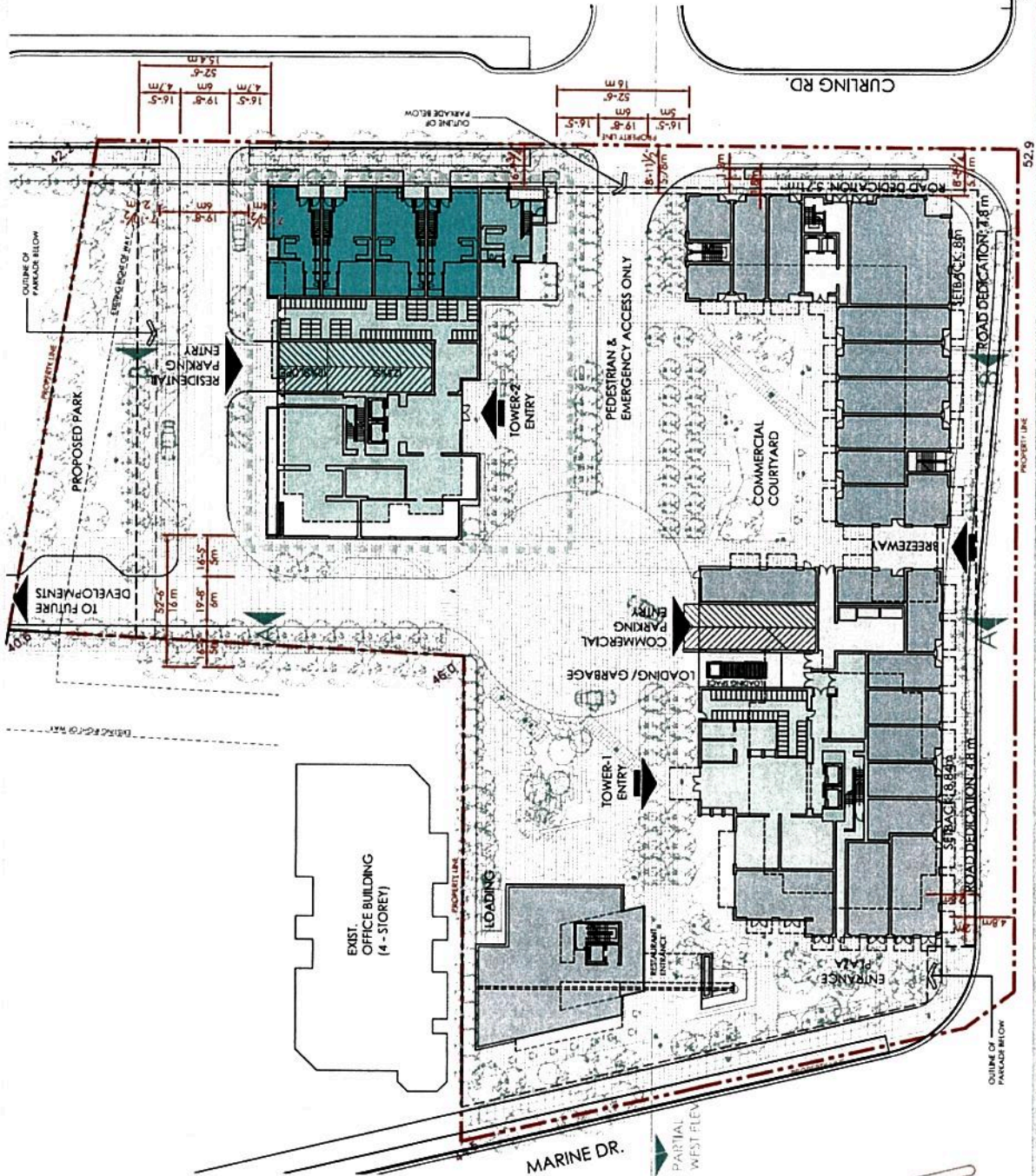
Tower 1 near the corner of Marine Drive and Capilano Road comprises approximately 140,000 square feet in 23 storeys with 154 one, two and three bedroom suites ranging in size from 543 to 982 square feet. Tower 2 comprises approximately 102,700 square feet in 19 storeys and offers approximately 98 one, two and three bedroom units with unit sizes ranging from 633 to 1,369 square feet. The 10 stacked townhouse units along Curling Road comprise 12,470 square feet.

FSR, Site Coverage and Height

The total of 292,200 square feet equates to an FSR of 2.57 which is just slightly more than the 2.5 FSR limit set out in the OCP. This is considered appropriate given the amount of retail and office space being proposed. The building coverage is 31%. The maximum height is 230 feet which is comparable to that of the 26 storey International Plaza development along the south side of Marine Drive.

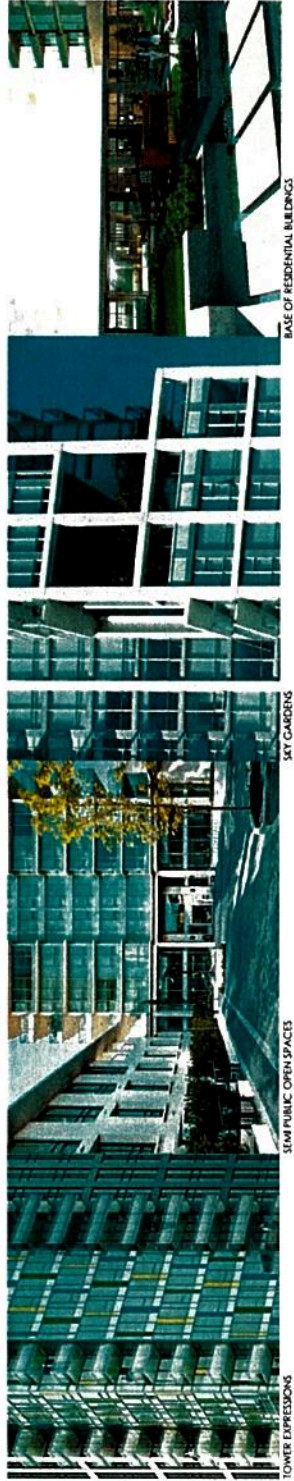


CAPILANO RD.

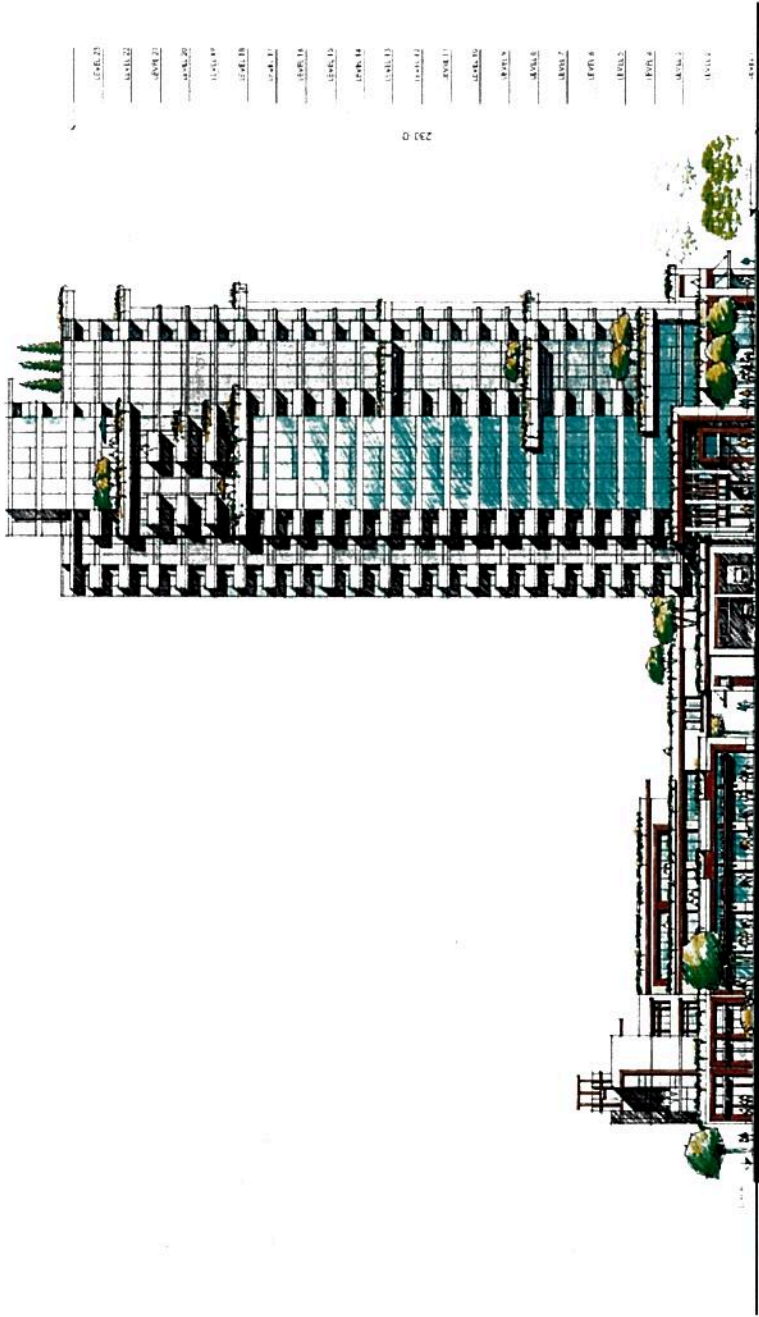


MAIN LEVEL

SCALE 1:500



ARCHITECTURAL CHARACTER IMAGES



TOWER 1 AS VIEWED FROM WOONERF STREET
SCALE 1:500

COMMERCIAL PODIUM AS VIEWED FROM WOONERF STREET
SCALE 1:250



Architectural Design

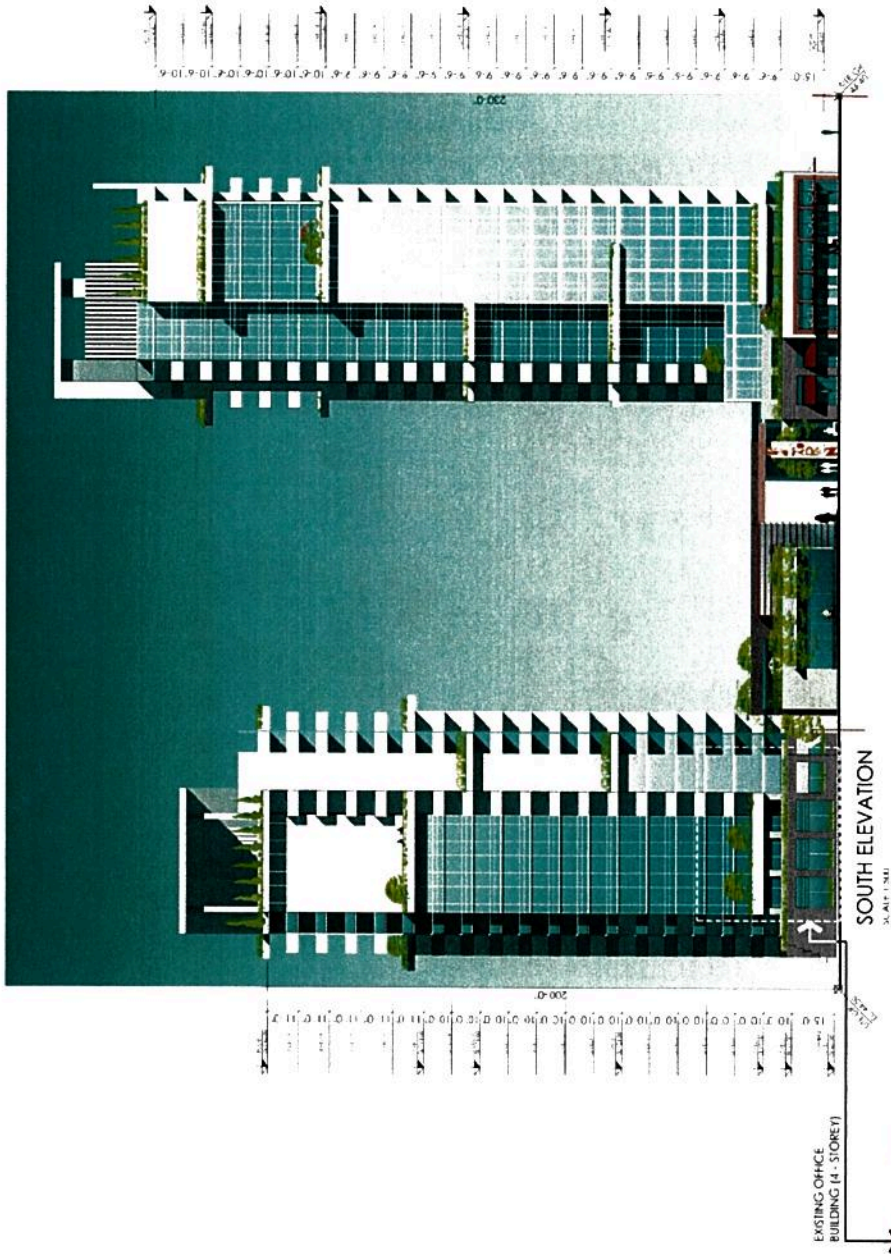
Careful consideration has been given to developing a project design that respects and fits with its natural surroundings. This has been achieved with a design concept that combines extensively landscaped terraced low-rise buildings, combined with two slender towers.

A unique feature of the towers is a series of 'Sky Gardens' located at different levels to be maintained as part of the common area of the buildings. This is in response to the community dialogues that took place during the planning process at which local residents and staff both expressed a desire that this not be another 'Yale town' development.

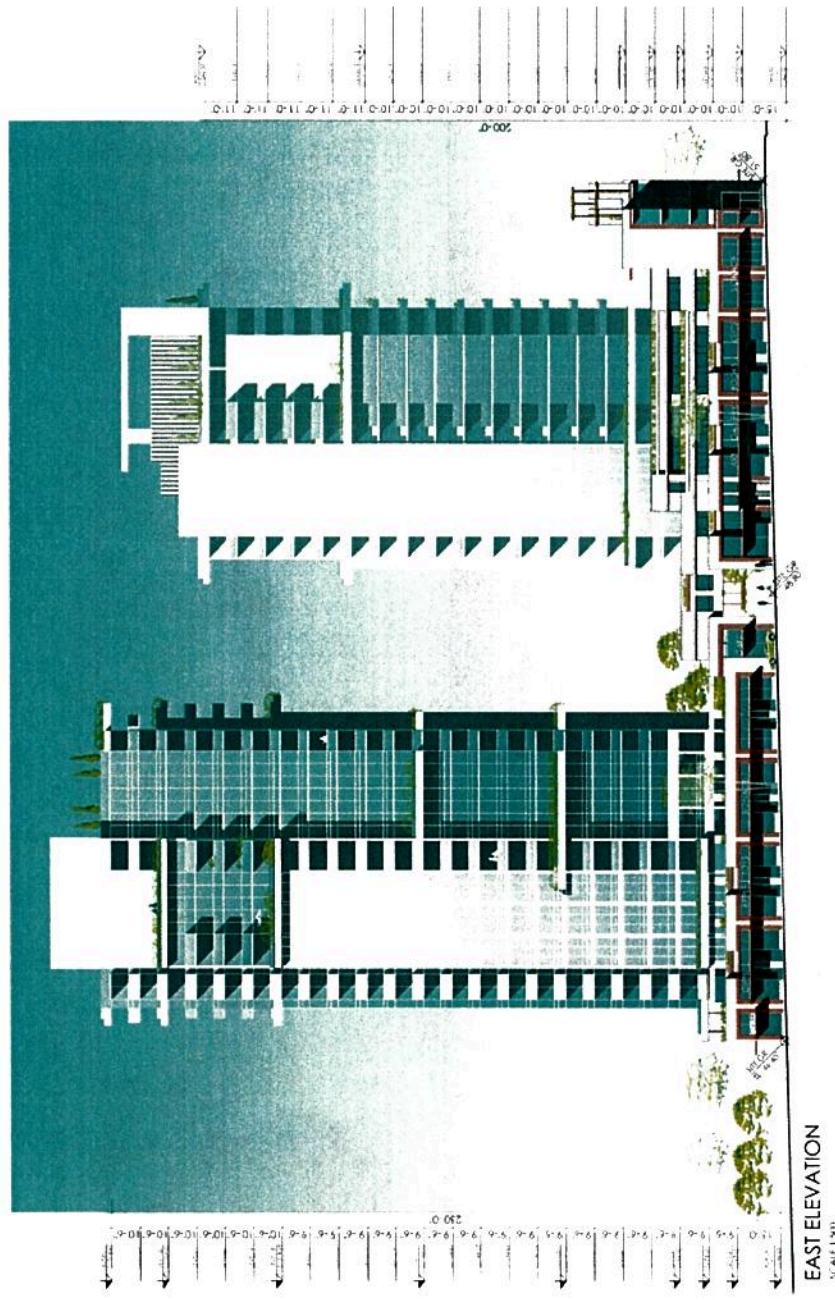
The design concept has been further reinforced by the selection of natural materials: stone, wood, glass and concrete.

The highly articulated retail frontages along Capilano Road and Curling Road are designed to reinforce the 'village character' for the neighbourhood. Continuous weather protection is provided by various canopy designs. There is an extensive use of Prodemia Cladding Wood Veneer panels that offer the warmth of natural wood but with long term durability.

The design of the public plaza at Marine Drive and Capilano Road offers a mix of urban and natural design elements, which relate closely to the Public Realm design approach prepared by the District and its landscape consultants. The result will be a visually attractive space at this important intersection, which celebrates the significant gateway location of the properties.



SOUTH ELEVATION (MARINE DR.)



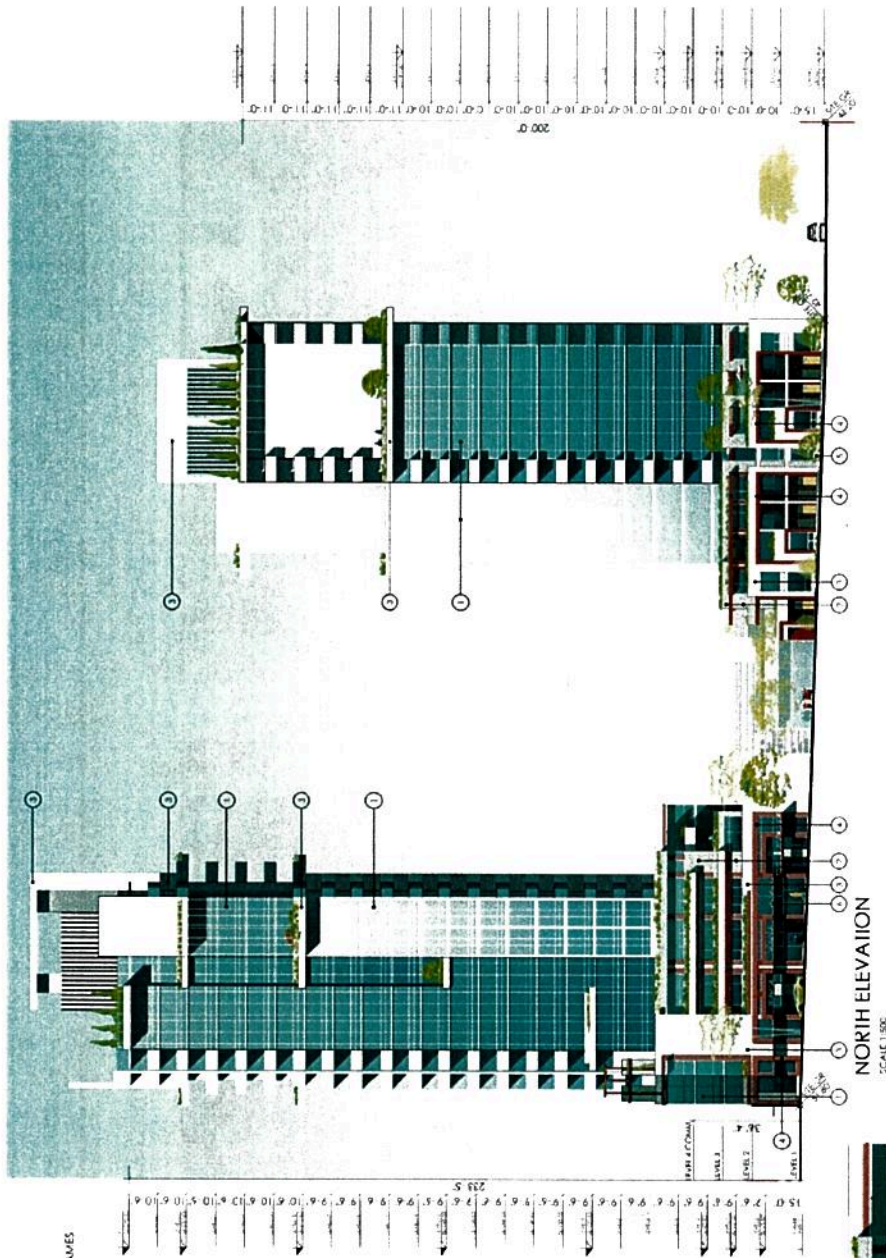
ENLARGEMENT OF STREET LEVEL PODIUM
SCALE 1/250

EAST ELEVATION (CAPILANO RD.)
1/200 1/250

PACIFIC GATE INVESTMENTS Ltd.

MATERIAL FINISHES

- ① CLEAR LOW E GLASS AND OFF WHITE SPANDREL IN ALUM. WINDOW FRAMES
- ② COATED ARCHITECTURAL CONCRETE WALL
- ③ COATED ARCHITECTURAL CONCRETE WALL
- ④ PRODEMA CLADDING WOOD VENEER PANELS
- ⑤ STONE
- ⑥ GLASS AND ALUMINUM CANOPY

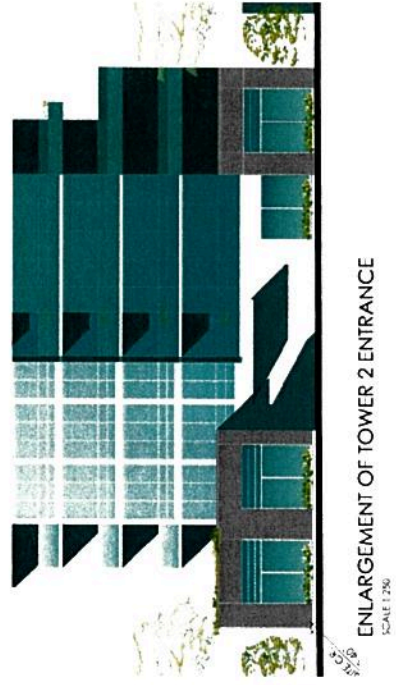
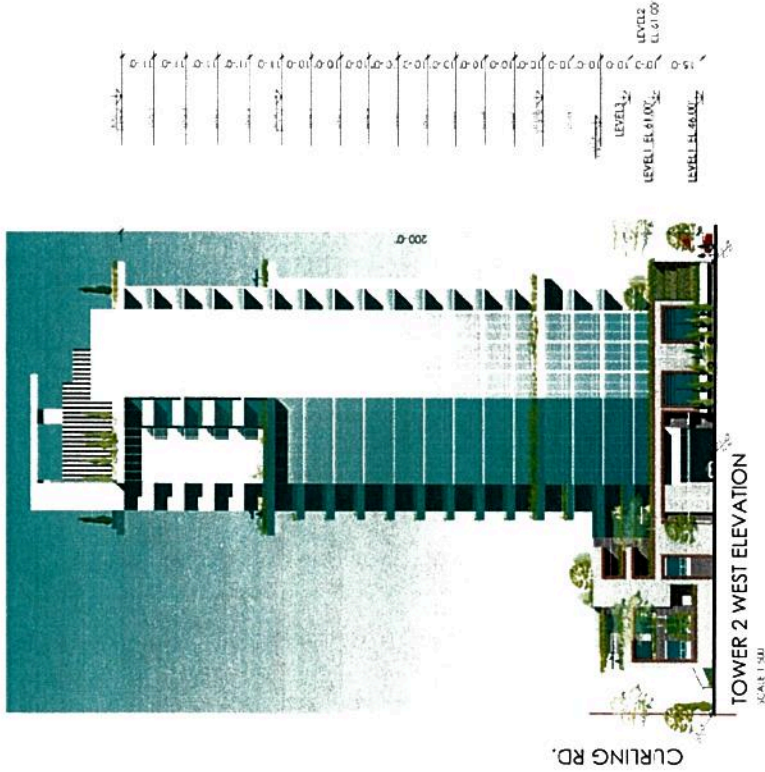
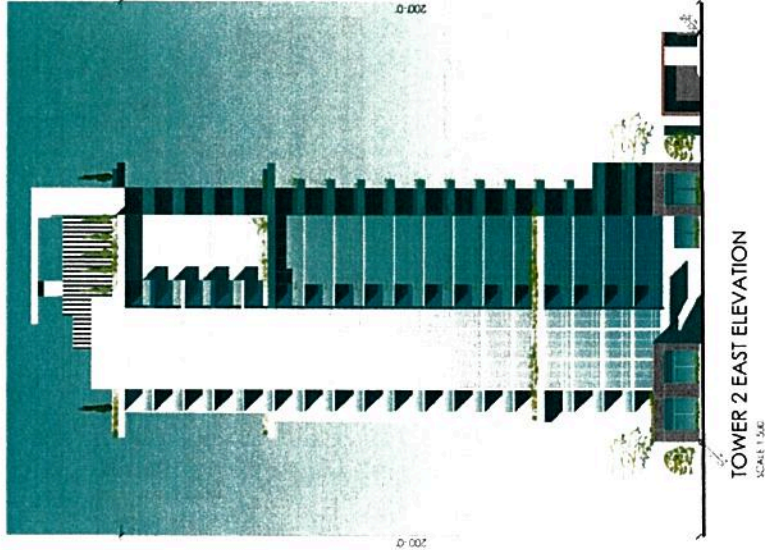


NORTH ELEVATION
SCALE 1/8" = 1'-0"

ENLARGEMENT OF CURLING RD. STREETSCAPE
SCALE 1/2" = 1'-0"



NORTH ELEVATION
SCALE 1/2" = 1'-0"



TOWER 2 EAST & WEST ELEVATIONS

SCALE: 1,500 / 125C

PACIFIC GATE INVESTMENTS Ltd.



VIEW OF PROPOSED DEVELOPMENT AS SEEN FROM 20TH FLOOR OF ONE OF THE WOODCROFT TOWERS



AERIAL PHOTO SHOWING WOODCROFT TOWER VIEWPOINT

VIEW ANALYSIS FROM WOODCROFT



PAVING



ENTRANCE PLAZA FEATURES



PEDESTRIAN PROMENADE

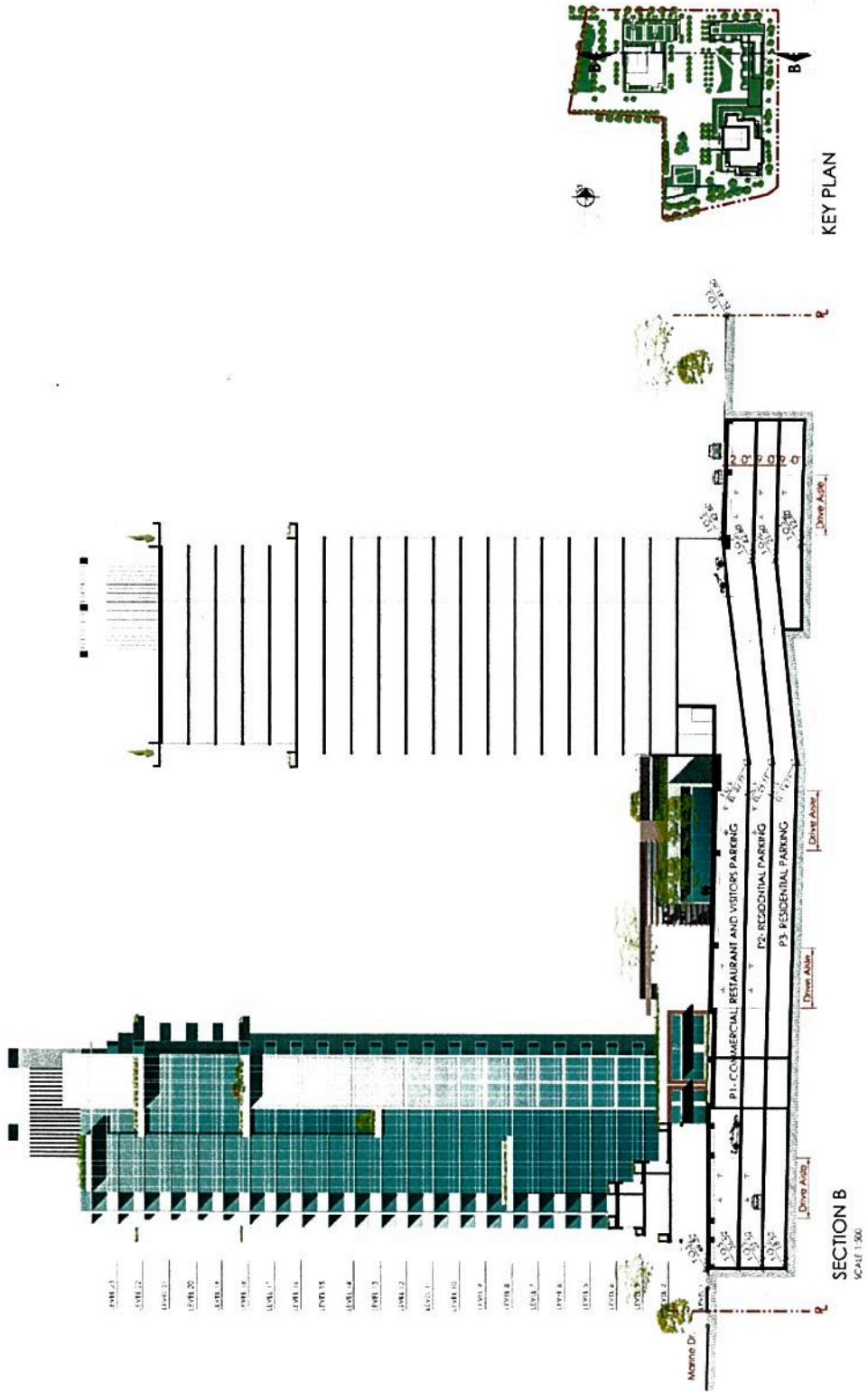


THE MEADOW

LANDSCAPE IMAGES

SECTION A
SCALE 1:500 / 1:250







12:00 PM



4:00 PM



10:00 AM



2:00 PM

SHADOW STUDY MARCH 21

SCALE NTS

A.6



12:00 PM



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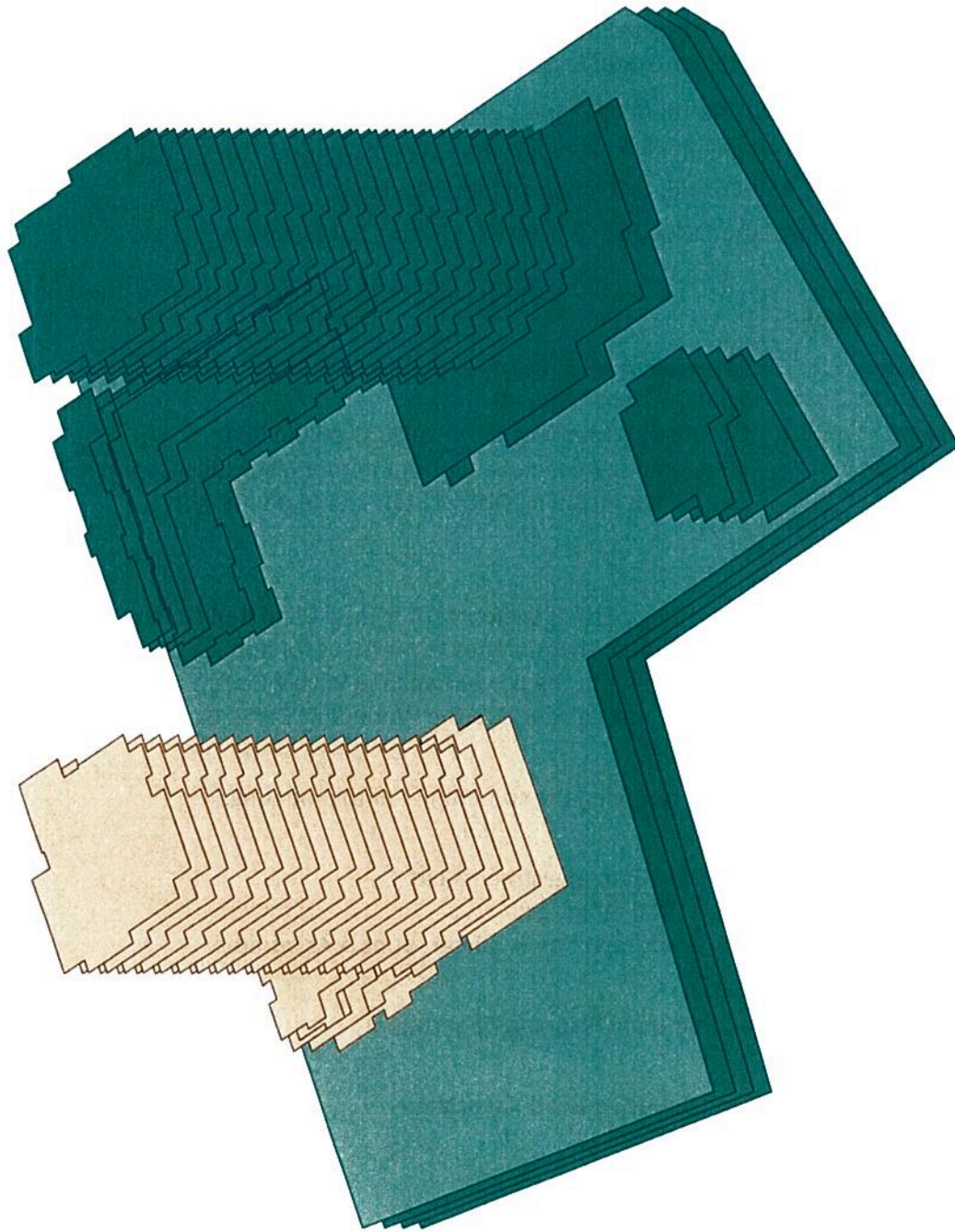


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SHADOW STUDY SEPTEMBER 21

SCALE: NTS

A.8



A.14 PHASING PLAN
SCALE: NTS

ROCKANDEL&ASSOCIATES

*Building Success Through Process Facilitation,
Community & Organizational Engagement
Partnership Planning*

**PUBLIC INFORMATION
MEETING SUMMARY REPORT**

To: Foad Rafii, Rafii Architects E:foad@rafiiarchitects.com
Michael Geller, Geller Group E: geller@sfu.ca
Tamsin Guppy, Community Planner, District of N. Van E: tguppy@dnv.org
From: Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates
Tel: 1-604-898-4614 E: cat@growpartnerships.com
Re: Public Information Meeting Summary for Pacific Gate Investments Ltd

I. EVENT DETAILS

Event Date: Saturday, April 5, 2014
Time: 10:00 am to 12:00 pm
Location: Grouse Inn, Meeting Room, 1633 Capilano Road
Attendees: 68 people signed in. A count of the room indicated approximately 80 people not including District staff and team members.

Notification

Flyer Invitation

An invitation package consisting of the development flyer, a District of North Vancouver fact sheet, comment sheet, and a sheet that outlines the process for applications requiring rezoning was hand delivered to 1500 homes in the Lower Capilano Village Centre as per DNV requirements. The proponent also delivered to the Woodcroft Complex.

Site Signs

There were two (2) site sign notifying the community of the meeting.

Team in Attendance:

Fareed Momen, Pacific Gate Investments Ltd
Foad Rafii, Architect, Rafii Architects
Jane Farquharson, Transportation Engineer, Bunt & Associates

District of North Vancouver

Tamsin Guppy, Community Planning Department,

Facilitator

Catherine Rockandel, Rockandel & Associates

II. PUBLIC INFORMATION MEETING PROGRAM

The purpose of the Public Information Meeting was for citizens to provide input on the proposal by Pacific Gate Investments Ltd., to construct a comprehensive commercial – residential development on the Grouse Inn and former Esso property at the north- west corner of Capilano Road and Marine Drive. The proposal includes neighbourhood retail and office space: 262 residential units ranging in size from one to three bedrooms in 23 and 19 storey residential towers, 4 storey townhouses/stacked townhouses, a public plaza, restaurant and park space.

Citizens were invited to review presentation boards set up in an Open House format from 10:00 to 10:30am. At 10:30am the facilitator welcomed participants, provided an overview of the process and participation guidelines for the session. Foad Rafii from the project team provided a presentation, which was followed by a facilitated Q&A. The main issues raised during the Q&A related to traffic and congestion.

III. PUBLIC/RESIDENT COMMENTS: Q & A (Q: Questions C: Comment A: Answers)

Q1: How much parking is being allowed for each suite?

A1: The current requirement is 1.7, which we have allowed for. Our understanding is that the DNV is revising its parking requirements for the Lower Capilano Marine Drive plan encourages lower parking supply rates. We will be looking at parking rates

C2: Always we are talking about traffic within project, but if you add lanes to Capilano Road this will increase traffic on Marine Drive and Lions Gate Bridge. I have lived in North Van for 23 years. There has been a lot of talk about third crossing, tunnels, but we have a 196,000 population and we pay three councils, three mayors from Horseshoe Bay to Deep Cove of course there is no money. I am concerned about traffic

Q3: The DNV has no requirements for over height vehicles, what happens if a tenant has an over height vehicle?

A3: There are three levels of underground, p1 has higher ceiling so that could accommodate over height vehicles

Q4: Is the nature of the public realm, how it connects to neighbourhood. There has been a suggestion of a roundtable group of developers, planners, and residents to create a woonerf street, where people on bikes and foot have access to the whole street along with cars. Would you be willing to participate in this working group?

A4: Yes

Q5: I am a resident on Bowser Avenue, I ride through this area each day on my bike on the way to the City. How are you connecting this bike lane through to the Lions Gate Bridge, because it is an effective way of getting to the bridge? How are you improving of the walkability or lack thereof of this part of Capilano Road which at the moment is not a nice place to be? How are

you integrating within the site the principles of low impact development so you are conscious of green house gas, site impacts ground water, etc?

A5: In terms of the bike lane connections to the Lions Gate Bridge, we have thought about what is happening on our site but what is happening beyond our site is beyond our. We are responding to the District's transportation plan for this area, which includes connections for bike lanes and pedestrian walkways. The transportation plan includes 4.3 metre wide travel lanes on Curling Road, which will allow vehicles and cyclists to ride side by side. This will connect with the bike lane to Lions Gate Bridge via Marine Drive. The plan allows the bike lanes to go south to Marine Drive and the plan is to have a full bike lanes next to the bus lane on Marine Drive. The developer is dedicating the land to allow that to happen.

In terms of low impact development impacts, we have made a commitment to the District that the development will be at least LEED silver. This includes not using baseboard heaters but using hydronic and working with District Energy Corporation may be ready by the time this development is being built, green roofs, sky gardens, giving land for a future park, the footprint of the paved area has been reduced, over all site coverage is less than 38%

C6: Positive side of proposal is construction of commercial space. We don't have facilities. The dedication of land around the perimeter of property for public use is positive. On negative side bringing 260 residential units means about 700 cars in an area that has bad traffic. The transportation infrastructure does not support increase in cars. To drive from Fell Avenue to Capilano and Marine can take close to one hour in heavy rush hour. I am also concerned about the height and density of this plan is too much and should be low rise town houses.

A6: The DNV has developed comprehensive land use plan for this area. This development is entirely consistent with the density and number of units for this area. The DNV Council has approved the land use plan. A comprehensive transportation plan by the DNV looks at the wider traffic and transportation impacts and the City and District of North Vancouver and West Vancouver are coming up with plans to deal with the anticipated growth over the coming years. For this site, weekday peak commuter traffic, we expect a trip generation of 120 vehicles per hour from this site (updated volume from our on-going work is in the order of 200 vehicles per hour). There are currently developments on this site so the net impact when you remove the Grouse Inn and other uses, the net impact is expected to be less than 120 (updated volume indicates the net impact to be less than 200 vehicles) vehicles per hour. For context, during weekday peak hours currently the intersection of Marine Drive and Capilano carries about 5,000 vehicles per hour.

Q7: Is it safe to build three levels of underground parking and two towers on reclaimed creek bed?

A7: Tamsin Guppy, Planner, District of North Van said that she had read the geotechnical report on this project. Everything in this area is on a reclaimed creek bed because of the Capilano River. This does not mean you can't build on it, you have to learn how to build on it safely. The municipality before it issues building permits makes sure we have the appropriate geotechnical information.

C8: Transportation is an issue. I ride my bike, catch the bus or drive, riding my bike is not easy. We pay two zones for two stops. Driving the congestion is a lot worse.

Q9: How much money is being generated by community amenity contributions and what specific amenities

A9: The development is giving 44% of its land, in addition a contribution of between 4.0 to 4.5 million dollars (amount is related to construction costs) is being negotiated that would be used towards a variety of amenities in the neighbourhood such as a community centre, parks, plazas, public art, child care, etc that could be paid for by developer dollars.

C10: Our house is in way of park but it is included in all the planning, so I hope the District will have enough money to buy our house. I also agree that two slim towers are better than a fat building that block more views for neighbourhood.

Q11: I heard someone mention district energy program, is that the Lonsdale Energy Corporation?

A11: No this is not the Lonsdale Energy Corp, the District of North Van is looking into the provision of a new energy centre for new developments.

C12: The District and City and West Van are all growing. It would be nice to see the three municipalities working more together with Translink and Vancouver Coastal Health to plan improvements to infrastructure in advance of growth. It is not in sync right now. I would recommend you consider a private transportation system. Also consider the amount of density going into this area and that there are no new or expanded schools.

C13: I have lived in neighbourhood for 30 years, we support these concepts as long as pedestrian friendly, access to trails, with meeting places. Is this space bigger than Larco? I would prefer the density of two towers is southeast corner and the north-east corner with the buildings.

A13: The Larco site is larger

C14: traffic is a concern. I have been to Larco presentation. Traffic is considered in isolation, we need to talk about it in the whole 20-year re-development of this area and how much traffic is being generated. It is going to be chaos

A14: The Lower Marine Capilano Transportation study that the District completed a year ago accounts for all this traffic. It is available on the District's website. This developer is completely consistent with the long-range plan that has been articulated in this document. The dedications that this developer is providing allows for 3 or 4 key aspects of this plan to be realized.

C15: This project brings good amenities for our neighbourhood and will encourage young people to stay on the north shore. I support the project

C16: I live in this area and use the bus to go downtown. There needs to be a pull out and extended bus lanes so people in this neighbourhood can get downtown.

C17: I live on Glenair Drive. I can't get out of my home unless I go up Fullerton to Capilano

Road. My concern about the traffic and three traffic lights up to and including Fullerton I don't see how this is going to improve traffic.

A17: The signal lights are not currently synchronized. In the future the signals will be coordinated so that people get a green light all the way past Fullerton to maximize thru put. The southbound direction is so heavy that all the exits get blocked by vehicles going onto the bridge. These signals break up southbound traffic holding it back and allowing people at Glenaire to get out at a signalized location. The road network has been carefully planned to allow multiple exit points.

C18: I don't understand why there has to be high density in this area. I would like the District to revisit its decision to dedicate this area as high-density village area.

C19: I think you could lower density but all these amenities we are getting means what are we willing to give up if we remove density. We can't have it all.

C20: During construction I am concerned about staging of trucks and excavation vibration affect on neighbouring residents and cracked slabs. I would ask that you consider this.

A20: We are planning to stage fully from within the site with only trucks going in and out via Curling Road.

C21: Larco has made a public commitment to stage on their own site with no pile driving.

C22: I think the issue is traffic congestion at peak hours in this area.

C23: I am in favor of the development. I am concerned as a pedestrian that in the past sidewalks have been closed for months while construction is ongoing. I would h

A23: We will push contractors to maintain access for pedestrians.

Q24: Will the two buildings be air conditioned, and will you be able to open windows and what will be window sound proofing?

A24: We are studying the need for air conditioning. The smaller building to ensure affordability is likely to not be air conditioned, but they will have opening windows. The buildings will have the state of art of soundproofing for windows.

IV: COMMENT SHEETS (R: Respondent #)

R1: We support this project fully as we feel it will add a lot diversity, flavor and beauty to this community. We need more younger crowd in this community and this project will help to accomplish this.

R2: On the whole I see this development as "positive" for the area. The bigger issues is how the District will handle the ever increasing traffic that is arising from the constant development in an area with limited gaining narrow insufficient roads and infrastructure.

R3: Expansion of Curling Road, wider walkway both sides to traffic light with left arrow, possible

expansion of Capilano Road.

R4: On behalf of our household of four adults – the proposal conforms to the planning process I have participated in from the onset. I am pleased. No going back – please! Traffic concerns for me are minimal. I am satisfied that traffic plan address these. Gold environmental standard would be great, appreciate gardens, etc.

R5: I am supporting this project because our area will be more beautiful and more safe to live and walk through, but I heard a lot about traffic and more cars coming in even the traffic planner explain clearly what they will do about it. I think there is one positive point behind the coming traffic, which will encourage people to not use the car daily instead use the public transportation more and more. This will help the environment and reduce the gas and pollution. I hope you will start soon and appreciate your giving more than 1.45 of the land to the community in many ways.

R6: Concern re: 1. traffic – local addition 2. Traffic passing gridlock during rush hour especially on hockey nights 3. Traffic – construction 4. Dust, vibration during construction

R7: I would like to support the development of Grouse Inn project and think that will substantially improve the area in all aspects

R8: Almost no green zones for this high about of people. Find long term solution traffic connection Vancouver Lions Bridge has 98% saturation plan it for 25 years and pay for the plan. Solution.

R9: This project is in a prime location to benefit our community in a great impactful way. This community will surely benefit from the impact grant that is given by developers.

R10: For 23 floors the dedication and sidewalk should be at least 20.0 m. Please keep a corridor around high streets. Marine Drive and Capilano Road at least 20.0 m. This is place (area) just for one building with 8 to 12 floors.

R11: Overall great to see improvements and redevelopment in this area. Please consider and incorporate the following aspects:

- Low Impact Development principles beyond LEED to also consider innovative ways to reduce water and energy consumption within units and also within the landscape design and management. We need to consider how we can improve stormwater management to utilize it as a resource rather than a 'waste'.
- Improved walkability and connections for pedestrians to areas beyond this site (eg: East of Capilano Road)
- Improved bus service – transit is already over capacity at peak times and beyond. Please work with Translink to address this!!!!
- Community gathering space and urban gardens
- Really important point re: schools and child care in the area – if it is expected that new residents will include young families having/providing access to schools and early childhood care is essential to the community fabric and livability of the area. I would like DNV to consider how the community amenity contribution can be allocated to

improving access to ECE and public School District 44 facilities

- Consideration of private provision of transit for residents to access key sites. Edgemont to Vancouver and Lonsdale to West Van
- Consider how commercial sites are going to be occupied and what type of service/product residents require. All the new commercial space along Marine is vacant and is not bringing any benefits to residents.

V. CITIZEN LETTER SUBMITTED

1. The proposal for the construction of commercial and service buildings greatly benefits the neighborhood because the neighborhood lacks such facilities.
2. The proposal for the construction of 260 residential units adversely affects the neighborhood because it implies the addition of approximately 500 more cars to an already traffic clogged area. The current transportation infrastructure network can not tolerate such increase of numbers of cars.
Heavy traffic already clogs Marine Drive, Lions Gate Bridge and Capilano Road. Currently at rush hours it takes close to 1 hour to travel by car or bus from Fell Avenue to Capilano Road.
Traffic jams impede our access to the bridges, hospitals, educational institutions and other public and social institutions.
3. The proposed of 2 high density towers will negatively impact the residents of Woodcroft and Plaza complexes by blocking their present views. Approximately 40% of the residents living in the two complexes will be impacted.
4. For the reasons outlined, I suggest that rezoning of the proposed development land should be conservative and limited to town houses, P+3 residential buildings and commercial/services buildings but not for high density residential towers.

The Corporation of the District of North Vancouver

Bylaw 8061

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)".

2. Amendments

The following amendments are made to the "District of North Vancouver Zoning Bylaw 3210, 1965":

- (a) Part 2A, Definitions is amended as follows:

Delete:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68 and 69 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), (4B411 to 4B418 (CD68) and 4B420 to 4B435 (CD69)] only:

And replace with:

Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67, 68 and 69 and 81.

The following definitions apply in the Employment Zones [Sections 750 (EZ-I), 770 (EZ-LI)], Village Commercial Zones [Sections 600-A (VC-G), 600-B (VC-DC)], and Comprehensive Development Zones 65, 67, 68, 69 and 81 [Sections 4B370 to 4B385 (CD65), 4B402 to 4B410 (CD67), 4B411 to 4B418 (CD68), 4B420 to 4B435 (CD69) and 4B 81-1 to 4B 81-14 (CD 81)] only:

- (b) Part 2A, Definitions is amended as follows:

The following terms referred to in the Employment Zones and Village Commercial Zones have the meanings given to them in Part 2 of this Bylaw:

And Replace with:

The following terms referred to in the Zones to which the forgoing definitions apply, have the meanings given to them in Part 2 of this Bylaw:

- (c) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 81 CD81"
- (d) Part 4B Comprehensive Development Zone Regulations by inserting the following:

4B80 Comprehensive Development Zone 81 CD 81

The CD 81 zone is applied to:

2010 Marine Drive and 1633 Capilano Road, legally known as:

Amended Lot D (Reference Plan 4323) of Lot 1, Block 15, District Lot 764,
Plan 7880, LTO (PID 003-920-445)

and

Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15, District
Lot 764, Plan 6750, (LTO PID 010-828-303).

4B 81 – 1 Intent

The purpose of the CD 81 Zone is to establish land use and development regulations to permit a mixed use development with commercial and residential uses.

4B 81 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 81 Zone:

- a) Uses Permitted Without Conditions:
No applicable.

- b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B81 - 3 Conditions of Use, are met:

live-work use;

office use;

personal service;
restaurant use;
retail use; and
residential use.

4B 81-3 Conditions of Use

- a) **All conditional uses:** all uses of land, buildings and structures are only permitted when the following conditions of use are met:
 - i) All aspects of the use are completely contained within an enclosed building except for:
 - (1) Parking and loading areas;
 - (2) Outdoor customer services areas;
 - (3) The display of goods; and
 - (4) Outdoor amenity areas (plazas, balconies, patios, or roof decks).
- b) **Residential, and live-work:** the use of land, buildings and structures for *residential*, and *live-work*, uses are only permitted when the following conditions are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has access to a private storage space.
- c) **Live-work:** the use of land, buildings and structures for *live-work* use is only permitted when the following condition is met:
 - i) An outside public entrance is provided; or
 - ii) An entrance onto a corridor that is open to the public, as in a commercial building.

4B 81-4 Accessory Use

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units in this zone.
- c) The production of energy for use on site or as part of a District Energy program is permitted as an *accessory use*.

4B 81 – 5 Density

- a) The maximum permitted density is 1,888 m² (20,318 sq. ft.) and 20 residential units.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i) Any areas completely below finished or natural grade;
 - ii) Storage space located on the ground floor of residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD81 Zone;
 - iii) Bicycle storage located on the ground floor of up to 100 m² (1,076 sq. ft.) gross floor area for each residential tower to a maximum of 200m² (2,152 sq.ft.) gross floor area in total in the CD 81 Zone;
 - iv) The area of balconies and covered patios up to 10% of the total residential floor area for the building they are part of;
 - v) Common amenity areas that are accessory to the residential buildings permitted in this zone and located in Development Areas A and B as noted in Schedule B, of up to 400 m² (4,305 sq. ft.) gross floor area per residential tower to a maximum of 800m² (8,611 sq.ft.) gross floor area in total in the CD 81 Zone;.
 - vi) Retail floor area that is partially below grade, with the finished floor a minimum of 1.2 metres below natural and finished grade up to a maximum of 400 m² (4,306 sq. ft.) gross floor area.

4B 81 – 6 Amenities

- a) Despite Subsection 4B81 – 5, permitted density in the CD 81 Zone is increased to a maximum of 16,449 m² (177,052 sq. ft.) *gross floor area* and 172 units if \$2,828,750 is contributed to the municipality to be used for any of the following amenities benefiting the Lower Capilano Marine Village Centre (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i) The provision or enhancement of public facilities which may include but are not limited to: the community centre, or a day care centre;
 - ii) Improvements to public parks, plazas, trails and greenways;
 - iii) Public art and other beautification projects; and
 - iv) Affordable or special needs housing.

- b) Despite Subsection 4B81-5 and Subsection 4B81-6 (a), permitted density in the CD 81 Zone is further increased to a maximum of 26,410 m² (284,277 sq. ft.) *gross floor area* and 280 units if an additional \$1,733,750 is contributed to the municipality to be used for the amenities listed in 4B81-6 (a).
- c) The cumulative development in the CD 81 Zone must not exceed 26,410 m² (284,277 sq. ft.) *gross floor area*, inclusive of any density bonus for energy performance.
- d) Of the total permitted *gross floor area*, no more than 24,250 m² (261,026 sq. ft.) may be used for residential purposes.
- e) A minimum of 2,160 m² (23,251 sq. ft.) of the total permissible *gross floor area* must be used for commercial purposes, occurring either singly or in combination in Development Areas A, C and D, as noted in Schedule B, where commercial purposes includes any of the following permitted uses singly or in combination: *office use, personal service use, restaurant use, and retail use.*

4B81 – 7 Height

- a) The maximum permitted height for any building in the CD 81 Zone, shall be regulated as follows, with specific building height provisions based on the Development Areas noted in Schedule B of Bylaw 8061:
 Development Area A: The maximum permitted height is 71.5 metres (235 feet) and 23 storeys.

 Development Area B: The maximum permitted height is 59.5 metres (195 feet) and 19 storeys.

 Development Area C: The maximum permitted height is 15 metres (49 feet) and 4 storeys.

 Development Area D: The maximum permitted height is 17 metres (56 feet) and 4 storeys.
- b) For the purpose of measuring building height, height is to be measured from average finished grade to the highest point on the roof surface.

- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 81 zone: Elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 5.0 metres (16.4 feet) above the highest point of any roof surface.

4B 81 – 8 Coverage

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 60%.

4B 81 – 9 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with an approved landscape plan.
- b) A 2m (6.6. ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from public view:
- i) any utility boxes, vents or pumps that are not located underground and/ or within a building; and
 - ii) any surface garbage or loading areas that are not located underground and / or within a building.

4B 81- 11 Parking, Loading and Servicing Regulations

- a) Parking and loading shall be provided in accordance with Part 10 of this Bylaw except that:
- i) The provision of parking is to be based on the following ratio:

Building Type	Ratio of Parking
Residential unit in a mid rise, low rise, or high rise building	1.4 space/ unit
Townhouse unit	1.5 space/ unit
Residential Visitor Parking	0.1 space / unit
Public parking	Visitor parking, and commercial parking shall all be in a central area and available for shared use

- ii) Bicycle storage for residents shall be provided on the basis of one space per unit.
- (e) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Tourist Commercial Zone (C4) and the Marine Drive Zone (C9) to Comprehensive Development Zone CD81.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

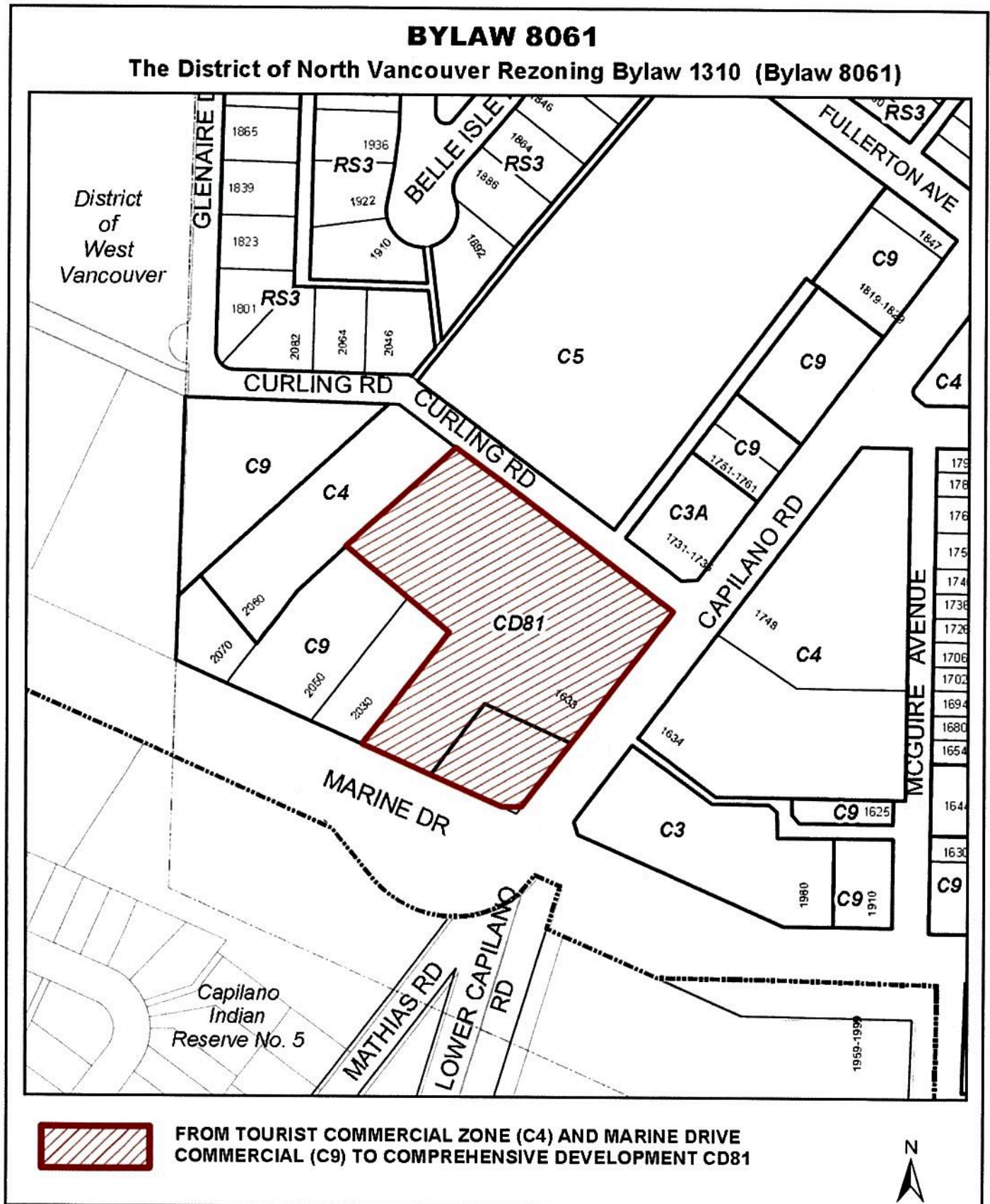
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Bylaw 8061 Schedule A: Zoning Map



BYLAW 8061
The District of North Vancouver Rezoning Bylaw 1310 (Bylaw 8061)



The Corporation of the District of North Vancouver

Bylaw 8062

A bylaw to enter into a Housing Agreement (2010 Marine Drive)

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 8062, 2014".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marine Land Development Ltd. and Pacific Gate Investments Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A, Except Part in Explanatory Plan 12555, of Lot 1, Block 15 District Lot 764 Plan 6750 (PID: 010-828-303); and
- b) Amended Lot D (Reference Plan 4323) of Lot 1 Block 15 District Lot 764 Plan 7880 (PID: 003-920-445)

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 8062

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 2014 is

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

AND:

PACIFIC GATE INVESTMENTS LTD. (Inc. No. 091050) 801 – 100 Park Royal, West Vancouver, BC V7T 1A2

(the "Developer")

WHEREAS:

- A. The Developer is the registered owner of the Lands or has a right to purchase the Lands;
- B. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained herein, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the

parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

Definitions

1.01 In this agreement:

- (a) *"Development Covenant"* means the covenant under section 219 of the *Land Title Act* dated for reference _____, 2014 granted by the Developer to the District and registered at the Lower Mainland Land Title Office against the Lands under number _____;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Owner"* means the Developer and any other the person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) *"Proposed Development"* means the proposed development to be constructed on the Lands in accordance with the Development Covenant;
- (e) *"Unit"* means a residential dwelling strata unit in any building in the Proposed Development; and
- (f) *"Unit Owner"* means the registered owner of a Dwelling Unit in any building in the Proposed Development.

2. TERM

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

3. RENTAL ACCOMODATION

Rental Disclosure Statement

3.01 No Unit in a building in the Proposed Development may be occupied unless the Developer has:

- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units in the building as rental strata lots and imposing a 99 year rental period in

relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and

- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

Rental Accommodation

- 3.02 The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

Binding on Strata Corporation

- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

Strata Bylaw Invalid

- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

No Bylaw

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

Vote

- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

Notice

- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

Notice of Default

- 4.01 The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

Costs

- 4.02 The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

Damages an Inadequate Remedy

- 4.03 The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

Equitable Remedies

- 4.04 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

No Penalty or Forfeiture

- 4.05 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

Cumulative Remedies

- 4.06 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. **LIABILITY**

Indemnity

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

Release

- 5.02 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

Survival

- 5.03 The agreements of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. **GENERAL PROVISIONS**

District's Power Unaffected

- 6.01 Nothing in this Agreement:
- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
 - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

Agreement for Benefit of District Only

6.02 The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

Agreement Runs With the Lands

6.03 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

Release

6.04 The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

Priority of this Agreement

6.05 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

Agreement to Have Effect as Deed

6.06 The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

Waiver

- 6.07 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

Time

- 6.08 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

Validity of Provisions

- 6.09 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

Extent of Obligations and Costs

- 6.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

Notices

- 6.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Developer:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

Further Assurances

- 6.136.12 Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

Enuring Effect

- 6.146.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

References

- 7.01 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

Construction

- 7.02 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

No Limitation

- 7.03 The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

Terms Mandatory

- 7.04 The words “must” and “will” are to be construed as imperative.

Statutes

- 7.05 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

Entire Agreement

- 7.06 This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 7.07 This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8054.

Governing Law

- 7.08 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

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


Dept.
Manager

Director


CAO

The District of North Vancouver REPORT TO COUNCIL

October 22, 2014
File: 08.3060.20/046.13

AUTHOR: Linda Brick, Deputy Municipal Clerk

SUBJECT: Bylaw 8029, Rezoning Bylaw 1303 (3014 and 3022 Sunnyhurst Road)
Bylaw 8032, Housing Agreement (3014 and 3022 Sunnyhurst Road)

RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1303 (Bylaw 8029)" is ADOPTED.

AND THAT "Housing Agreement Bylaw 8032, 2013" is ADOPTED.

BACKGROUND:

Bylaws 8029 and 8032 received First Reading on February 3, 2014. A Public Hearing was held and closed for Bylaw 8029 on February 18, 2014. The Bylaws then received Second and Third Readings on March 3, 2014. The Bylaws are now ready to be considered for adoption by Council.

OPTIONS:

1. Adopt the bylaws;
2. Abandon the bylaws at Third Reading; or,
3. Rescind Third Reading and debate possible amendments to the bylaws.

Respectfully submitted,



Linda Brick
Deputy Municipal Clerk

Attachments:

- District of North Vancouver Rezoning Bylaw 1303 (Bylaw 8029)
- Housing Agreement Bylaw 8032, 2013
- Public Hearing Minutes – February 18, 2014
- Report to Council – January 20, 2014

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

The Corporation of the District of North Vancouver

Bylaw 8029

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

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

1. Citation

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

2. Amendments

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

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

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

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

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

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

- a) enter into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
- b) a contribution in the amount of \$36,778.20 to the municipality to be used for the following amenity:
 - (i) public art;
 - (ii) park, trail, environmental, pedestrian or other public realm, infrastructure improvements; and/or
 - (iii) affordable housing fund.

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

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

PUBLIC HEARING held on this the 18th day of February, 2014

READ a second time this the 3rd day of March, 2014

READ a third time the 3rd day of March, 2014

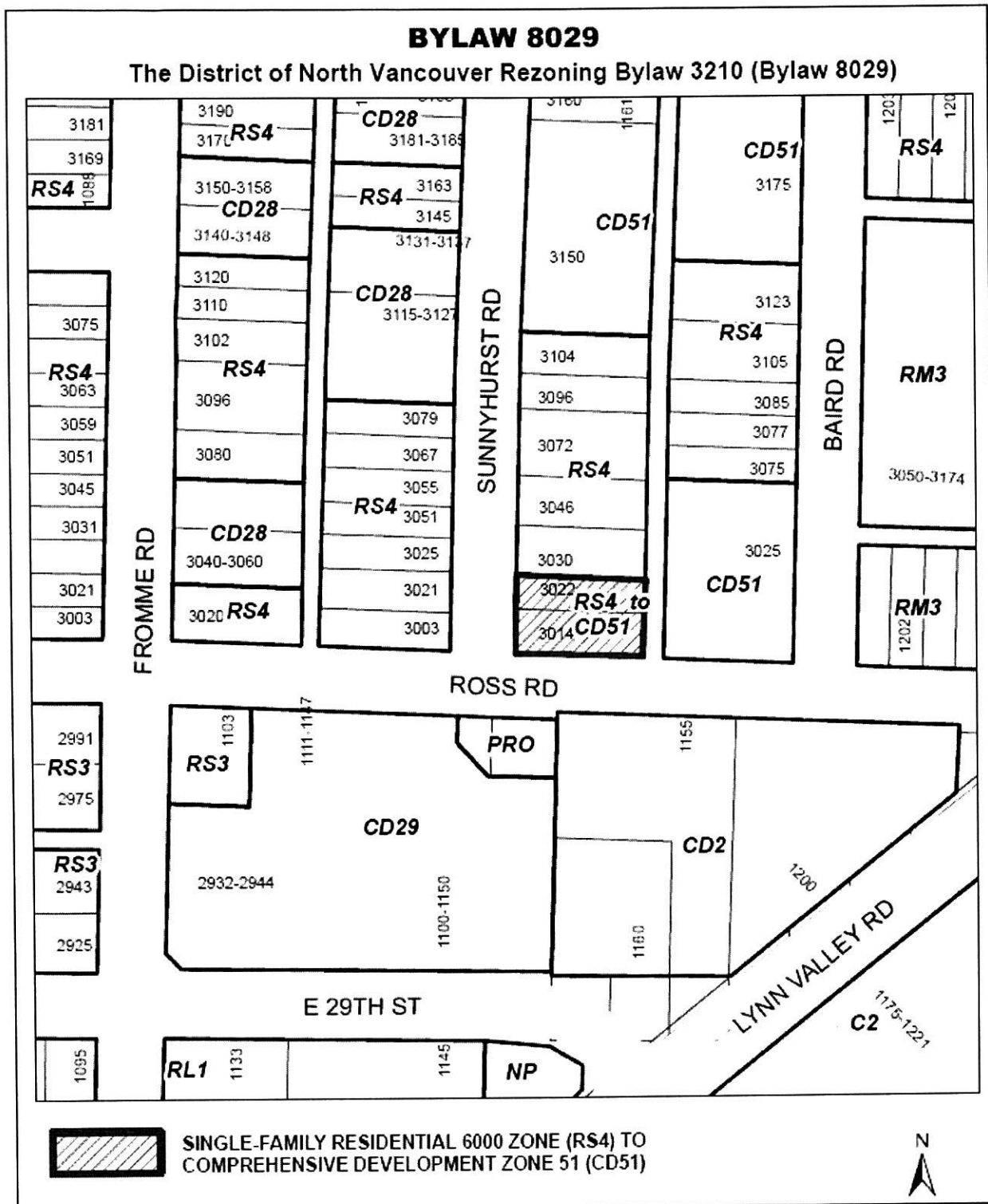
ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Schedule A to Bylaw 8029



The Corporation of the District of North Vancouver

Bylaw 8032

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

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8032, 2013".

2. Authorization to Enter into Agreement

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

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

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

3. Execution of Documents

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

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

READ a second time this the 3rd day of March, 2014

READ a third time this the 3rd day of March, 2014

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8032
SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

Mohammad Tavangar. of _____

(the “Owner”)

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)

WHEREAS:

- A. The Owner is the registered owner of the Lands (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
- D. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

1. DEFINITIONS

1.01 Definitions

In this agreement:

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

2. **TERM**

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

3. **RENTAL ACCOMODATION**

3.01 **Rental Disclosure Statement**

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

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

3.02 **Rental Accommodation**

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

3.03 **Binding on Strata Corporation**

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

3.04 Strata Bylaw Invalid

Any strata Ccorporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

3.05 No Bylaw

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

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

3.07 Notice

The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District upon demand all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. **LIABILITY**

5.01 Indemnity

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

5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Owner:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.13 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words “must” and “will” and “shall” are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8032.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

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

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

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

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

**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, February 18, 2014 commencing at 7:40 p.m.

Present: Mayor R. Walton
Councillor R. Hicks
Councillor M. Little
Councillor A. Nixon

Absent: Councillor R. Bassam
Councillor D. MacKay-Dunn
Councillor L. Muri

Staff: Mr. B. Dwyer, Manager – Development Services
Ms. E. Geddes, Section Manager - Transportation
Ms. N. Letchford, Deputy Municipal Clerk
Ms. C. Peters, Community Planner
Ms. L. Brick, Confidential Council Clerk

Bylaw 8029: The District of North Vancouver Rezoning Bylaw 1303

Purpose of Bylaw:

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

1. OPENING BY THE MAYOR

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

2. INTRODUCTION OF BYLAW BY CLERK

Ms. Natasha Letchford, Deputy Municipal Clerk, introduced the proposed bylaw and advised that all those who consider that their property may be affected are welcome to speak.

3. INTRODUCTION OF BYLAW STAFF

Presentation: Ms. Casey Peters, Community Planner

Ms. Casey Peters, Community Planner, provided an overview of the bylaw which would allow redevelopment of two single family lots into a seven unit townhouse project and the implementation of a housing agreement which would prevent future rental restrictions.

Ms. Peters advised that:

- The properties are currently zoned Residential Single Family 6000 and require rezoning to a Comprehensive Development Zone 51, which is in keeping with the existing multifamily zoning on this block;
- The site is designated as Residential Level 3 in the Official Community Plan;
- Access to the development would be from a central drive way to the open lane;
- An easement will be registered for future access across the driveway to allow access to an adjoining development;
- Concerns regarding the similarity to adjacent projects has been addressed through design changes;

It was noted that the RCMP do not have any records regarding alleged illegal activities in the lane way; the RCMP encourage crime prevention through environmental design and ask that residents report any suspicious activities.

4. PRESENTATION BY APPLICANT

Presentation: Saadat Enterprises Inc.

4.1 Mr. Duane Siegrist, Integra Architecture:

- Provided a context for the project in the neighbourhood advising that there are higher density buildings in the area and there have been several townhouse applications in the area;
- District planning objectives – townhouse resembles and responds to adjacent development;
- The development will be built to Green Gold ratings;
- Propose to enhance the street environment and create a community corner;
- Bookend to match the adjacent development and completes the end of the block allowing for different types of future infill northwards;
- Creating an open internal courtyard;
- Aligns driveways to improve traffic flow;
- Creates an access for future developments adjacent to this one;
- Aging in place opportunities for future conversion include mountable walls and internal elevator option; and,
- Bike parking will be provided in the garage.

Mr. Bill Harrison, Landscape Architect:

- Noted that the intention is to save the existing trees on the northwest edge of the property but may encounter some complications during excavation;
- Advised that the trees in the lane will be retained;
- The street hedges on Ross Road and Sunnyhurst have been pushed back;
- The curved sidewalk is a nice feature of the neighbourhood and will continue in front of this development;
- The main entrances are reinforced with landscape and patios to bring interaction onto the street; and,
- An effort has been made to bring eyes onto the street and lane for security.

5. REPRESENTATIONS FROM THE PUBLIC

5.1 Mr. Steven Petersson, 1100 Block East 29th Street: IN FAVOUR

- Spoke in support of the proposal; and,
- Opined that the use and density is appropriate for the area.

5.2 Ms. Holly Coupey, 3000 Block Baird Road: COMMENTING

- Noted that it may be prudent to meet with owners and residents of the townhouses in the neighbourhood to identify what has worked and what hasn't worked in built form for future developments;
- Expressed concern about the safety of the seating arrangement at Sunnyhurst and Ross Roads, as it attracts attract youth which causes issues such as drinking and smoking, she suggested that a tree would be a better; and,
- Requested that the identity and design of this project be distinct from the Vicinity project.

5.3 Mr. Bert Petersson, 1100 Block Ross Road: IN FAVOUR

- Spoke in support of the proposed development.

6. QUESTIONS FROM COUNCIL

In response to a query from Council, Staff confirmed as per the zone regulations there will be two parking spaces for each unit. No survey has been conducted to see how many are currently in use.

Council queried why some members of the public indicated they would like the cedar tree in the northwest corner removed. The applicant hypothesized that the request was made to improve lighting.

7. COUNCIL RESOLUTION

MOVED by Councillor LITTLE

SECONDED by Councillor HICKS

THAT the February 18, 2014 Public Hearing be closed;

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

CARRIED
(8:08 p.m.)

CERTIFIED CORRECT:



Confidential Council Clerk

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

 Dept. Manager	 GM/ Director	 CAO
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The District of North Vancouver REPORT TO COUNCIL

January 20, 2014
File: 3060-20/46.13

AUTHOR: Casey Peters, Community Planner

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

RECOMMENDATIONS: It is recommended that:

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

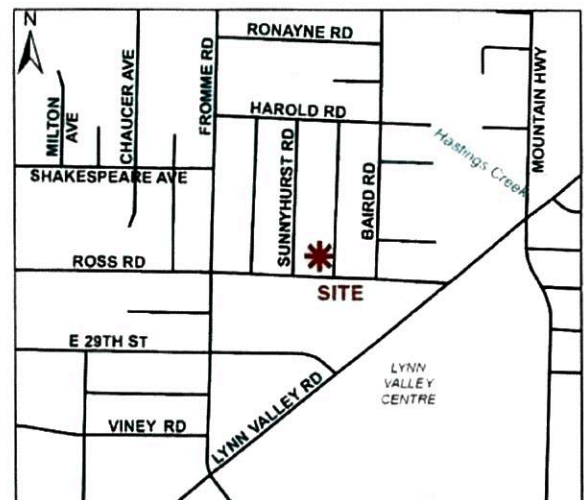
REASON FOR REPORT:

The proposed project requires Council's consideration of:

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

SUMMARY:

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



Document: 2236901

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

January 20, 2014

Page 2

BACKGROUND:

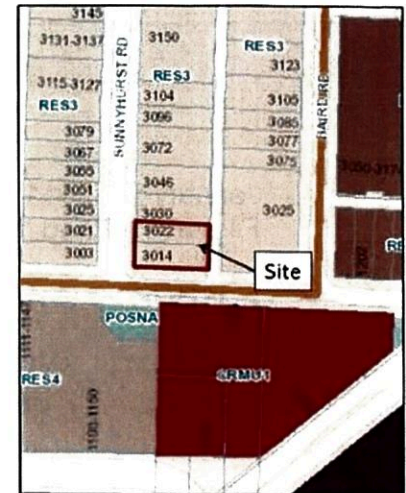
Official Community Plan

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

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

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

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



Zoning:

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

Development Permit

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

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

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

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

January 20, 2014

Page 3

Strata Rental Protection Policy

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

ANALYSIS

The Site and Surrounding Area:

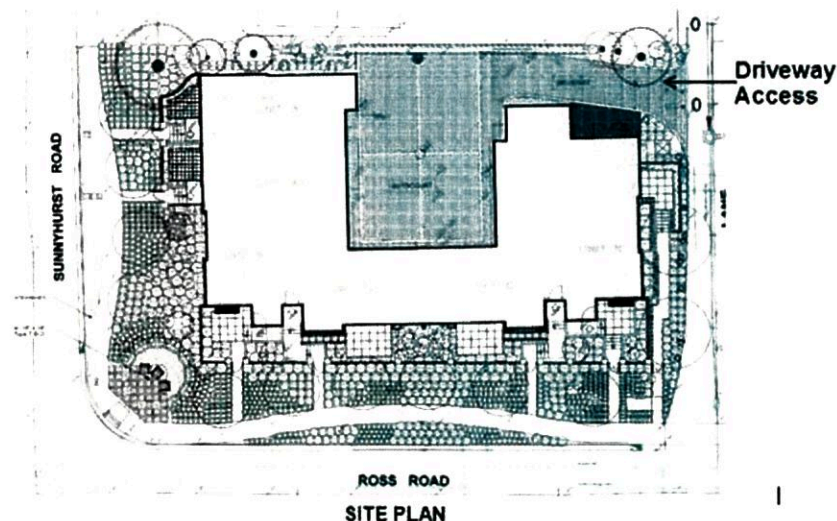
The site consists of 2 single family lots located on the corner of Sunnyhurst Road and Ross Road. Adjacent properties consist of single family lots (zoned RS4) to the west and north, existing townhouses to the east, and existing multifamily apartments to the south. The OCP designates the surrounding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



Project Description:

Site Plan/Building Description:

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



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

January 20, 2014

Page 4

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

Parking

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

Landscaping

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

Acoustic Regulations

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

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

IMPLEMENTATION:

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

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

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

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

January 20, 2014

Page 5

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

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

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

COMMUNITY AMENITY CONTRIBUTION:

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

GREEN BUILDING MEASURES:

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

CONCURRENCE:

Staff

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

Advisory Design Panel

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

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



Proposed South Elevation (Ross Road)



Proposed West Elevation (Sunnyhurst Road)

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

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

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

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

January 20, 2014

Page 7

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

PUBLIC INPUT:

Public Information Meeting

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

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

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

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

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

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

CONCLUSION:

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

The project is now ready for Council's consideration.

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

January 20, 2014

Page 8

Options:

The following options are available Council's consideration:

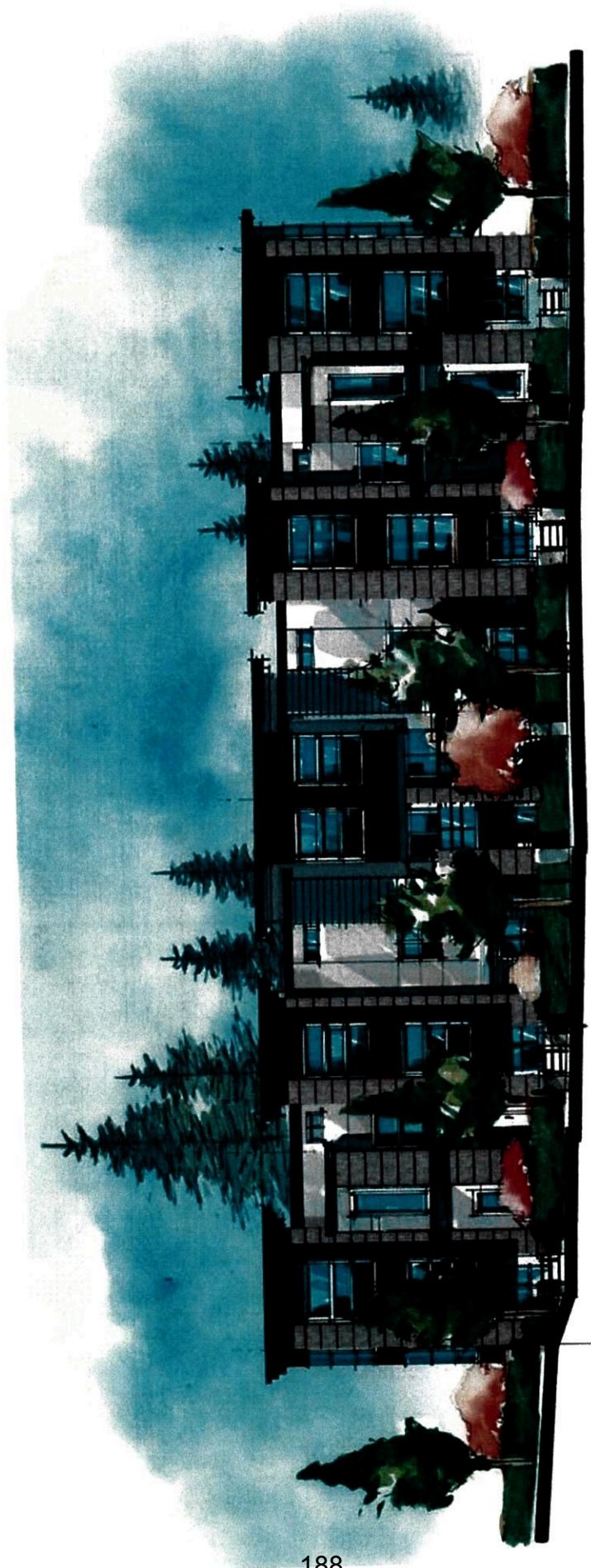
- 1) Introduce Bylaws 8029 and 8032 and refer Bylaw 8029 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8029 and 8032 at First Reading.

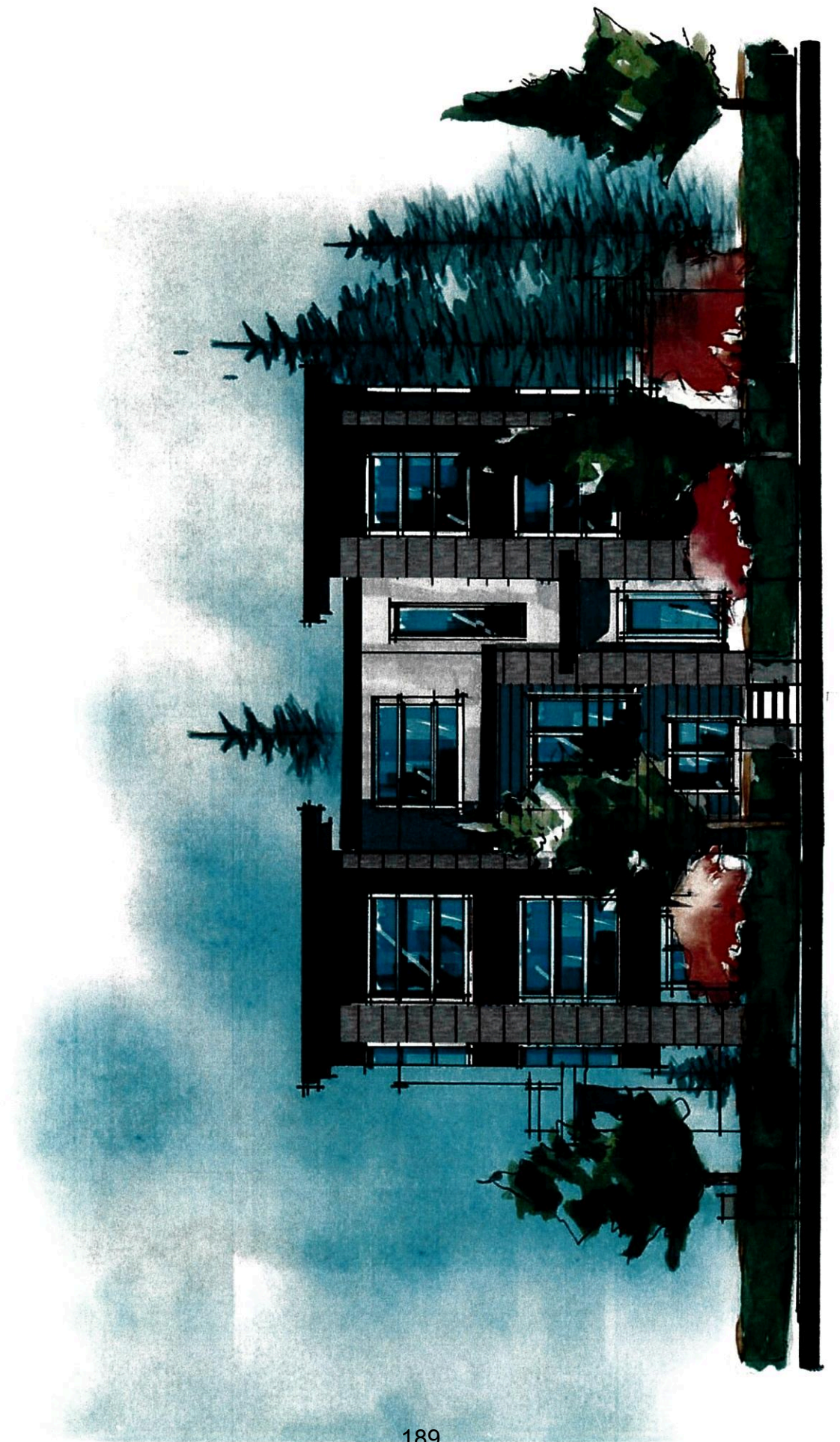


Casey Peters
Community Planner

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

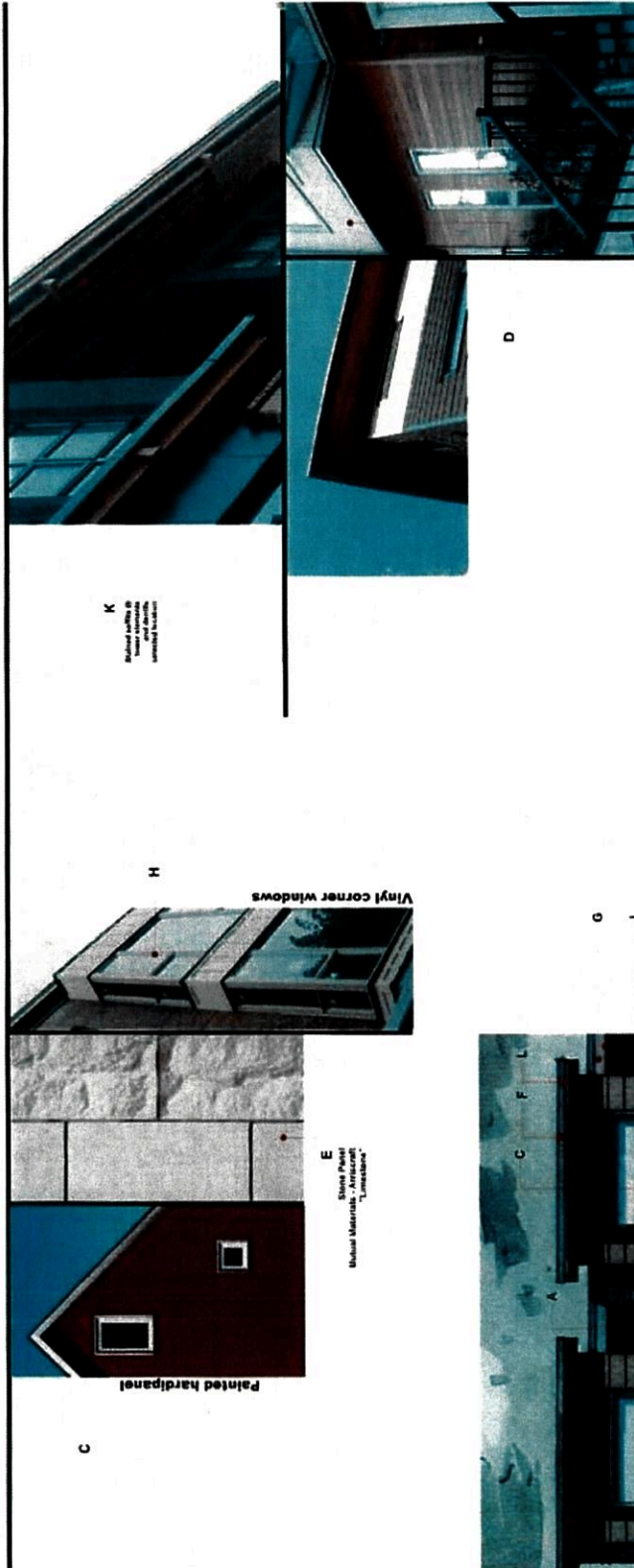
REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/>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











3014-3022 SUNNYHURST RD., NORTH VANCOUVER, BC

MATERIAL & COLOUR LEGEND

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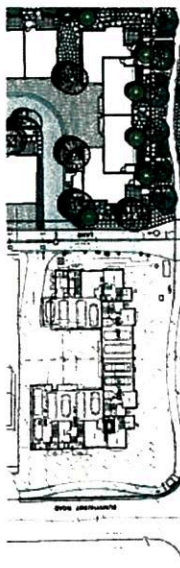


Fig.2 CONTEXT (Ross Road)
Existing adjacent development: Heavily planted streetscape with a curved concrete pathway, and planted boulevard.

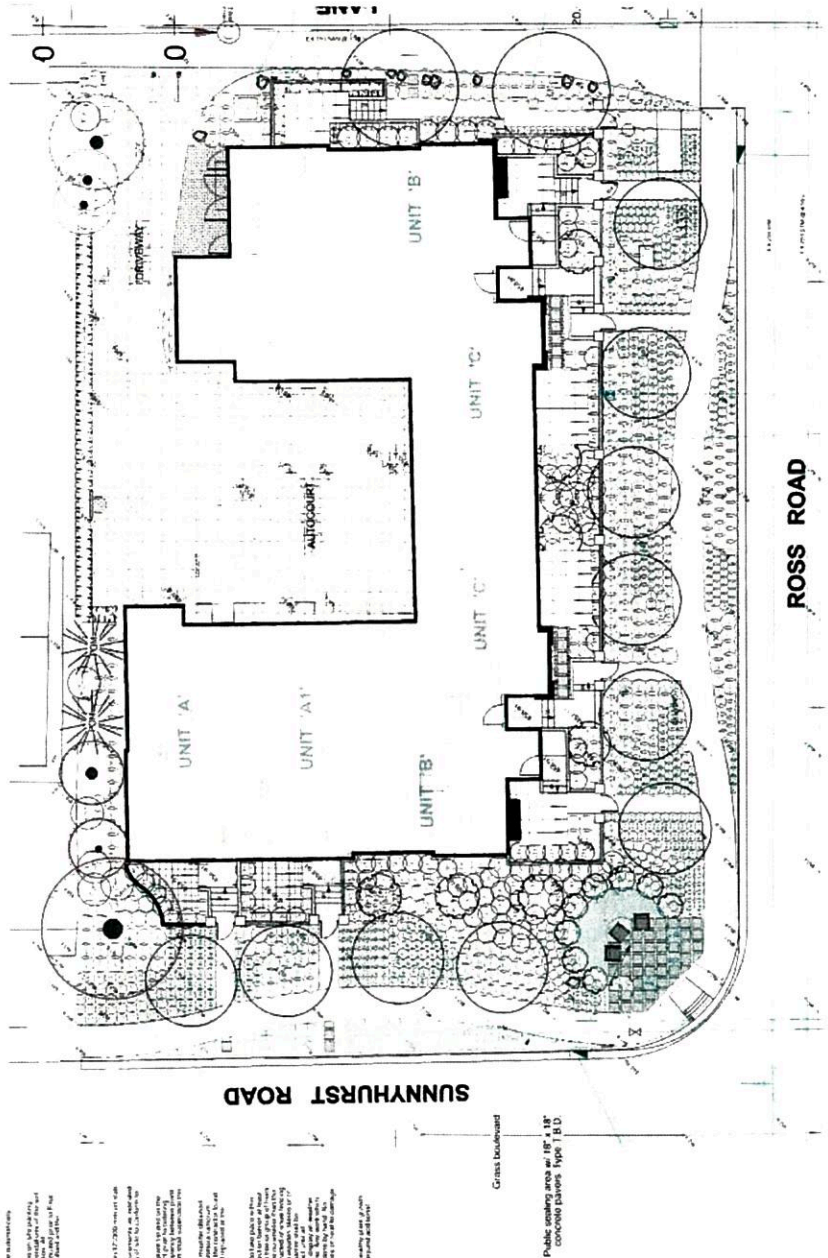


Fig.2 CONTEXT (Ross Road)
Existing adjacent development: Heavily planted streetscape with a curved concrete pathway, and planted boulevard.



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

Abstract—The purpose of this study was to determine the effect of a 12-week training program on the physical fitness and health status of sedentary, middle-aged men. The subjects were 20 men, aged 40 to 50 years, who were sedentary and had no history of cardiovascular disease. They were randomly assigned to either a training group or a control group. The training group performed a 12-week program of aerobic and resistance training, while the control group remained sedentary. Physical fitness was assessed using a variety of tests, including a maximal oxygen consumption test, a 1.5-mile run test, and a 10-minute step test. Health status was assessed using a questionnaire that asked about symptoms of cardiovascular disease, such as chest pain, shortness of breath, and fatigue. The results of the study showed that the training group had significantly higher levels of physical fitness and a lower prevalence of cardiovascular symptoms compared to the control group. These findings suggest that a 12-week training program can improve the physical fitness and health status of sedentary, middle-aged men.

An aerial photograph of the site, showing the proposed development area, existing structures, and surrounding streets including 1st St, 2nd St, and 3rd St. The image is oriented vertically, with the top of the page showing the street layout and the bottom showing the proposed development area. The streets are labeled 1st St, 2nd St, and 3rd St. The proposed development area is shown in the bottom right corner, with a large rectangular area outlined in red. The existing structures are shown in the top left corner, with a large rectangular area outlined in red. The surrounding streets are shown in the top right corner, with a large rectangular area outlined in red. The image is a black and white photograph, with the red outlines highlighting the key areas of interest.[illegible]

The Corporation of the District of North Vancouver

Bylaw 8029

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

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

1. Citation

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

2. Amendments

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

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

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

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

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

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

- a)) enter into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
- b) a contribution in the amount of \$36,778.20 to the municipality to be used for the following amenity:
 - (i) public art;
 - (ii) park, trail, environmental, pedestrian or other public realm, infrastructure improvements; and/or
 - (iii) affordable housing fund.

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

READ a first time this the

PUBLIC HEARING held on this the

READ a second time this the

READ a third time the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

The Corporation of the District of North Vancouver

Bylaw 8032

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

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8032, 2013".

2. Authorization to Enter into Agreement

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

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

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

3. Execution of Documents

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

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8032
SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

Mohammad Tavangar. of _____

(the "Owner")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered owner of the Lands (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
- D. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

1. DEFINITIONS

1.01 Definitions

In this agreement:

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

2. TERM

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

3. RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

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

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

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

Any strata Ccorporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

3.05 No Bylaw

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

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

3.07 Notice

The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District upon demand all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. LIABILITY

5.01 Indemnity

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

5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Owner:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.13 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words “must” and “will” and “shall” are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8032.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

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

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

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

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

REPORT TO DISTRICT OF NORTH VANCOUVER

PUBLIC INFORMATION MEETING

November 26, 2014

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

Gordon Price, *Moderator*

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

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

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

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

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

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

MEETING PROCESS

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

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

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

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

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

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

QUESTIONS, ISSUES AND CONCERNS

In order of discussion:

Preferred façade treatment

North boundary treatment, including access arrangement

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

Safety issues and illegal activities in adjacent alley

Loss of rental housing and displacement of renters

Size of units

Traffic and parking on Sunnyhurst Road

Amount of parking and congestion on Sunnyhurst Road

Quality of finishings

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

Drainage on site, and regrading for project

Location of garbage/recycling bins and mailboxes

Parking in neighbourhood, and spillover from office complex

Lack of visitor parking, and potential use of courtyard

Parking constraints

Timing of construction

TRANSCRIPT OF COMMENT SHEETS

Don Harder, 1219 Harold Road

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

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

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

Anonymous

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

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

Steven Peterson, 1145 29th Street East

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

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

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

I support this project.

Stacey Berisarac, 3022 Sunnyhurst Road

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

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

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

The following was also received via email:

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

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

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

Subject: Opposing Development at 3014-3022 Sunnyhurst Road

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

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

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

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

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

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

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

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

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

From the DNV OCP. Lack of housing diversity and affordability

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

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

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

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

Matt and Fionna Finden, 3051 Sunnyhurst Road

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

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

SUMMARY

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

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

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

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

[Signature]
 Dept.
 Manager

[Signature]
 GM/
 Director

[Signature]
 CAO

9.5

The District of North Vancouver REPORT TO COUNCIL

October 17, 2014
 File: 08.3060.20/046.13

AUTHOR: Casey Peters, Community Planner

SUBJECT: Development Permit 46.13 - 3014 and 3022 Sunnyhurst Road

RECOMMENDATION:

That Development Permit 46.13 (Attachment A) for a 7 unit townhouse project at 3014 and 3022 Sunnyhurst Road be issued.

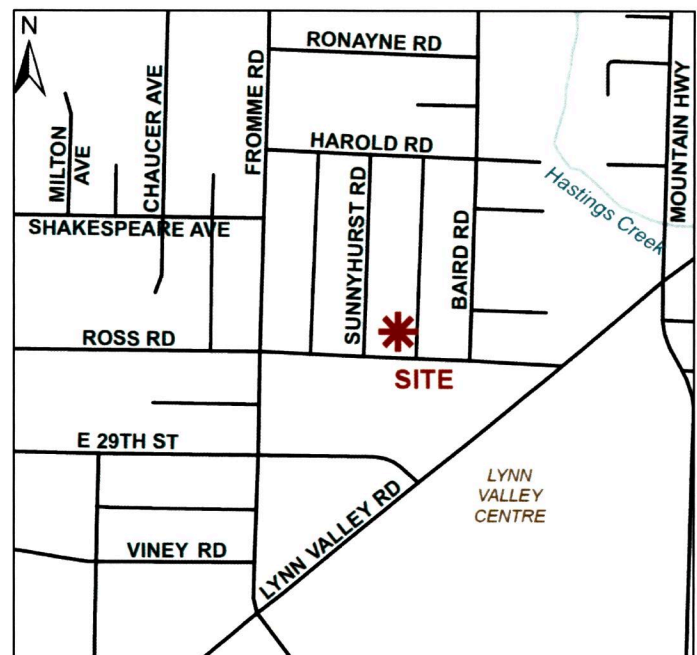
REASON FOR REPORT:

The site is in Development Permit Areas for Form and Character of Ground-Oriented Housing and for Energy and Water Conservation and Greenhouse Gas Emission Reduction. The proposed development requires issuance of a Development Permit by Council.

SUMMARY:

Bylaw 8029, rezoning the subject land to the CD51 Zone, received 2nd and 3rd Reading on March 3, 2014 and is scheduled for adoption on November 3, 2014. If Bylaw 8029 and Housing Agreement Bylaw 8032 are adopted, the project plans are ready to be considered for the issuance of a Development Permit. The CD51 Zone is used for a variety of sites in the block bounded by Harold, Ross, Sunnyhurst, and Baird Roads in Lynn Valley. The zone was not prepared specifically for this development and therefore DP 46.13 includes some minor variances.

This residential project includes 7 townhouse units in a three storey building with access from the existing lane.



The proposal is in compliance with the Official Community Plan and the Schedule B Development Permit Area Guidelines.

BACKGROUND:

Bylaw 8029, rezoning the site to CD51, and Housing Agreement Bylaw 8032, were introduced on February 3, 2014 and following a Public Hearing for the Zoning Bylaw on February 18, 2014, received 2nd and 3rd Reading on March 3, 2014. Both Bylaws are scheduled for consideration of adoption on November 3, 2014.

In addition to the rezoning and housing agreement bylaws the legal framework for the project includes lot consolidation, covenants for green building and stormwater management, and an easement to allow vehicle access to the property to the north at 3030 Sunnyhurst Road. This legal package has been secured by a Letter of Undertaking from the applicant's lawyer and will be registered if the bylaws are adopted.

EXISTING POLICY:

Development Permit Area Designations

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

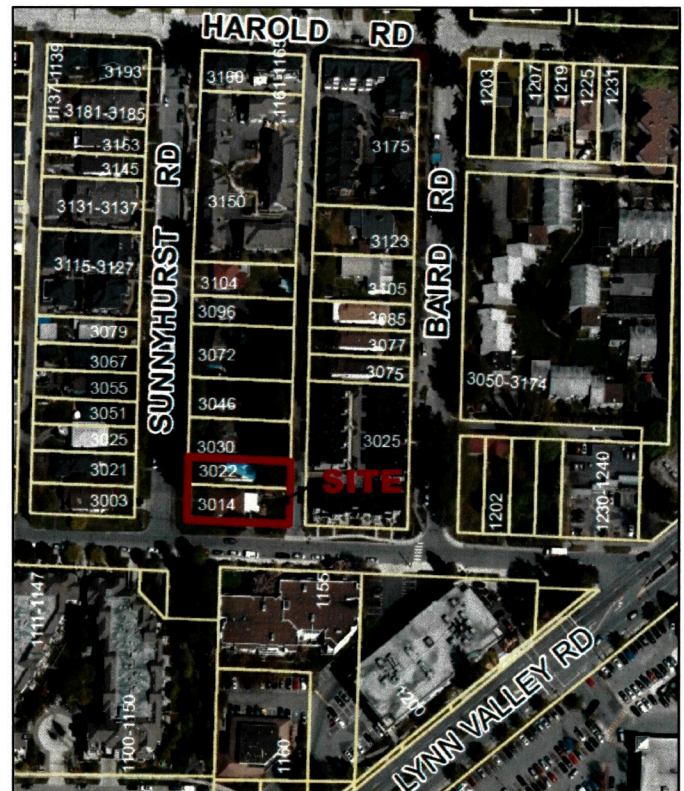
- Form and Character of Multi-Family Development (Ground-Oriented Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

ANALYSIS:

Site and Surrounding Area:

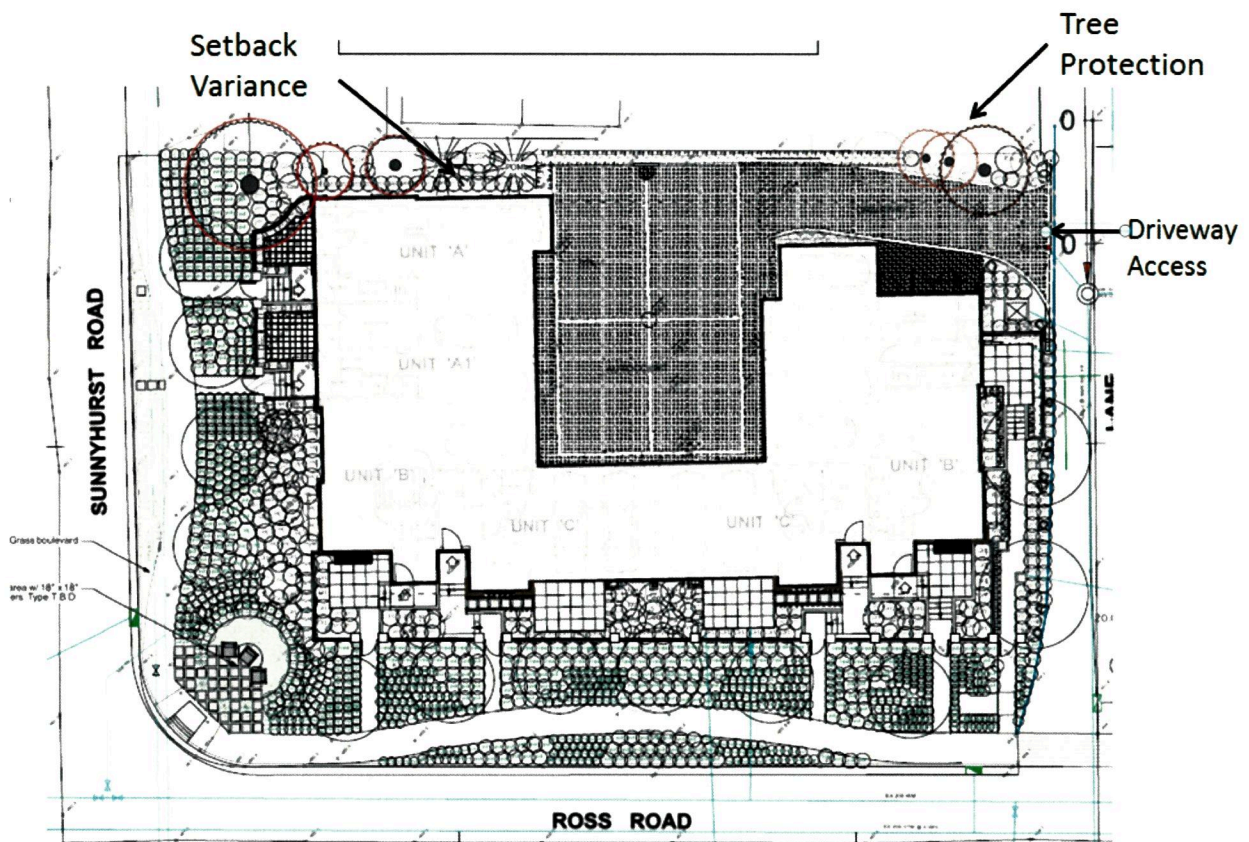
The site consists of 2 single family lots located on the north-west corner of Sunnyhurst Road and Ross Road.

As shown in the air photo, adjacent properties consist of developed single family lots (zoned RS4) to the west and north, existing townhouses (zoned CD51) to the east and commercial and multifamily uses (zoned C2 and CD29) to the south. The OCP designates the surrounding single family properties as *Residential Level 3: Attached Residential* to allow for ground oriented multi-family development. For reference, the site is within Site 5 in the Lynn Valley Local Plan which envisions multi-family development in townhouse form.



The Proposal:

The project consists of seven townhouses in one building as illustrated on the following site plan. Vehicle access to the site is from the existing open lane and each townhouse has two parking spaces. All of the stalls are in a side by side arrangement except for two tandem stalls provided for one unit. A total of 14 parking spaces are provided.



Site Plan

The site is an assembly of two existing single family lots. Access to the site has been designed to allow future access to the lot to the north via an easement. The driveway width has been reduced in an effort to retain mature trees on the north of the driveway. An autoturn analysis has been submitted that demonstrates that the garages can be accessed.

The project was designed under the CD51 zoning regulations and requires variances for the sideyard setback (to north property line), building coverage, width of driveway access and for size of parking stalls as shown in the table below.

The proposed sideyard setback variance is required only for a portion of the building as shown on the site plan above. The proposed setback of 2.1m (6.9ft) complies with the OCP Development Permit Guidelines for Ground Oriented Housing - these DP guidelines were not in place when CD51 was originally prepared.

Regulation	Required/ Permitted	New Work	Variance
Interior side setback	2.44m 8.0ft	2.1m 6.9 ft	0.34m 1.1 Ft
Maximum Building Coverage	45%	47%	2%
Driveway Width (for two way traffic)	6m 19.7ft	4.5m 14.8ft	1.5m 4.9 ft
Minimum width of a parking stall	2.7m 8.9 ft	2.4m 7.9 ft	0.3m 1.0 ft
Minimum clearance to wall for a parking stall (applies to one stall)	0.2m 0.7 ft	0.1m 0.3 ft	0.1m 0.3 ft
Columns are permitted within the parking stall	Not Permitted	Permitted	Columns Permitted within stall

The variance for minimum clearance to a wall is required for only one of the stalls and only on one side of that stall. The variance for the width of the parking stall is required for five of the stalls to allow a 2.4m stall width. It is noted that the width of a small car space in the District of West Vancouver is 2.4m and in the City of North Vancouver is 2.44m.

Development Permit for the Form and Character of Ground-Oriented Housing:

Building Design:

The townhouses are three storeys each with their own at grade parking. The garages are accessed off the central driveway with one driveway access to the existing lane. All the units have 2 bedrooms on the upper floor and range in size from range in size from 95.2m² (1025 sq ft) to 123.6m² (1330 sq ft), excluding the garages. The building is approximately 9.0m (29.5 ft) in height.



West Elevation



South Elevation

Building materials consist of Hardi-Plank, Western red cedar horizontal siding, cultured stone veneer, and cedar soffits.

The project has been reviewed against OCP Design Guidelines for Form and Character for Ground Oriented Housing and the project complies with the guidelines.

Notable highlights from the guidelines include:

- **B1.3: Street Orientation:** Units are encouraged to be oriented towards, and have a visual connection to the street
- **B1.4: Corner Lots:** Buildings on corner lots should “wrap the corner” providing an opportunity to have units facing both streets.
- **B2.1: Tree Retention:** Healthy mature trees and natural features should be retained where possible.
- **B2.11: Parking:** Parking spaces should be located off a private driveway and should not be visible from the street.
- **B2.13: Shared Driveways:** Where adjacent to another potential redevelopment site, the driveway should be designed so that it could in future be shared with the adjacent property.

Landscaping

The landscaping focus is around the perimeter of the site along Ross Road and Sunnyhurst Road. A meandering sidewalk found on the existing developed multi-family projects on this block will be continued.

Six trees are proposed for retention along the north property line. The project arborist notes that a review of the root zones will be required once excavation proceeds.

A final landscape plan is required as a condition of DP46.13.

Development Permit For Energy and Water Conservation and Greenhouse Gas Emission Reductions:

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures that will result in reduced costs for future owners. The applicant is utilizing the Built Green® system and is required to incorporate a range of features to meet a target equivalent to the Gold standard, as well as an energy performance baseline.

The green building covenant will establish the minimum energy performance baseline and will incorporate measures to ensure the project meets the building performance targets.

OFF-SITE IMPROVEMENTS:

As part of this application, the developer will be responsible for off-site improvements including the addition of sidewalks on Sunnyhurst Road and Ross Road, curb and gutter, and street trees.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$36,778.20 has been calculated and this amount is included in Bylaw 8029.

The CACs from this development will be available for any of the following amenities: public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; and/or affordable housing fund.

CONCURRENCE:

Staff

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

Advisory Design Panel:

The application was considered by the Advisory Design Panel on December 12, 2013 and the Panel recommended approval of the project subject to a review of items to the satisfaction of staff. These items included differentiation of the proposed development from the project to the east and a review of material selections.

Staff are satisfied with the resolution of these items.

PUBLIC INPUT:

The Public Hearing was held on February 18, 2014. Two neighbours spoke in support of the application and one neighbour commented regarding the similarity of the design to the project to the east. In advance of the Public Hearing, the architect had revised the elevations to differentiate the two projects including changes to windows, materials and colour selection.

The neighbour also expressed a concern regarding the proposed seating at the corner of Sunnyhurst Ross and Ross Road. As staff were also concerned about this feature it has been removed from the revised landscape plans.

CONCLUSION:

The project has been developed in accordance with the CD51 Zone regulations and the OCP's Development Permit Area Guidelines for Ground-Oriented Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction. Development Permit 46.13 is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Issue Development Permit 46.13 (Attachment A) to allow for the proposed construction (staff recommendation); or
2. Deny Development Permit 46.13.



Casey Peters
Community Planner

Attachments:

A – Development Permit 46.13

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

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

DEVELOPMENT PERMIT NUMBER 46.13

This Development Permit 46.13 is hereby issued by the Council for The Corporation of the District of North Vancouver to Mohammad Tavangar for the development of a townhouse project on the property located at 3014 and 3022 Sunnyhurst Road, legally described as:

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

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

subject to the following terms and conditions:

- A. The following Zoning Bylaw regulations are varied under Section 920(2)(a) of the Local Government Act:
 - 1. Minimum sideyard setback is decreased from 2.44m (8.0ft) to 2.1m (6.9ft);
 - 2. Maximum building coverage is increased from 45% to 47%;
 - 3. Minimum driveway width for two way traffic is reduced from 6m (19.7ft) to 4.5m (14.8ft);
 - 4. Minimum width of a parking stall is decreased from 2.7m (8.9ft) to 2.4m (7.9ft);
 - 5. Minimum clearance to wall for a parking stall is decreased from 0.2m (0.7ft) to 0.1m (0.32ft); and
 - 6. Columns are permitted within a parking stall.
- B. The following requirement is imposed under Subsection 920(2)(c) of the Local Government Act:
 - 1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
- C. The following requirements are imposed under Subsections 920(8) & (9) of the Local Government Act:
 - 1. The site shall be developed in accordance with the attached plans DP 46.13 - A - K.

2. Prior to the issuance of a Building Permit, the following shall be submitted to:

(a) Sustainability, Planning and Building Services:

- (i) a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that any rooftop mechanical equipment will comply with the District of North Vancouver Noise Regulation Bylaw, and the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

- (ii) Confirmation of registration of the consolidation plan and access easement.

(b) Parks:

- (i) Three copies of a final detailed landscape plan prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
- (ii) A written landscape estimate submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and
- (iii) A completed "Permission to Enter" agreement to provide evidence that a landscape architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.

(c) Engineering Design:

- (i) Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department;

(ii) An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on Sunnyhurst Road and Ross Road. Upgrades will include, but are not limited to: street lighting, sidewalk, curb gutter, and street trees.

(iii) A security deposit as specified in the Engineering Services Agreement.

D. The following requirements are imposed under Subsections 920 (10.1) and (10.2) of the Local Government Act:

1. Prior to issuance of the Building Permit the following are required:

- (a) A completed green building checklist, outlining the measures to incorporated in the building leading to a performance level equivalent to or better than the "gold" standard under the Built Green rating system;
- (b) An energy performance commitment form;
- (c) A report from an energy performance advisor clearly establishing that the building design will enable you to achieve your energy performance target.
- (d) A refundable security deposit of 5% of the building permit application fee or \$20,000, whichever is greater;
- (e) Confirmation of registration of the section 219 covenant for green building.

G. The following requirements are imposed under Subsections 925(1) & (2) of the Local Government Act:

1. Prior to issuance of the Building Permit the following deposits are required:

- (a) A security deposit equal to 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or 10% of the construction value accepted on the building permit application. The deposit will be held as security for landscaping, building and environmental works.
- (b) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.

Mayor

Municipal Clerk

Dated this day of , 20.

SUNNYHURST ROAD

DP46.13A

ROSS ROAD

TO SCALE WHEN PRINTED ON ARCH D SIZE 24" x 36"

1 SITE PLAN
Scale: 3/16" = 1'-0"



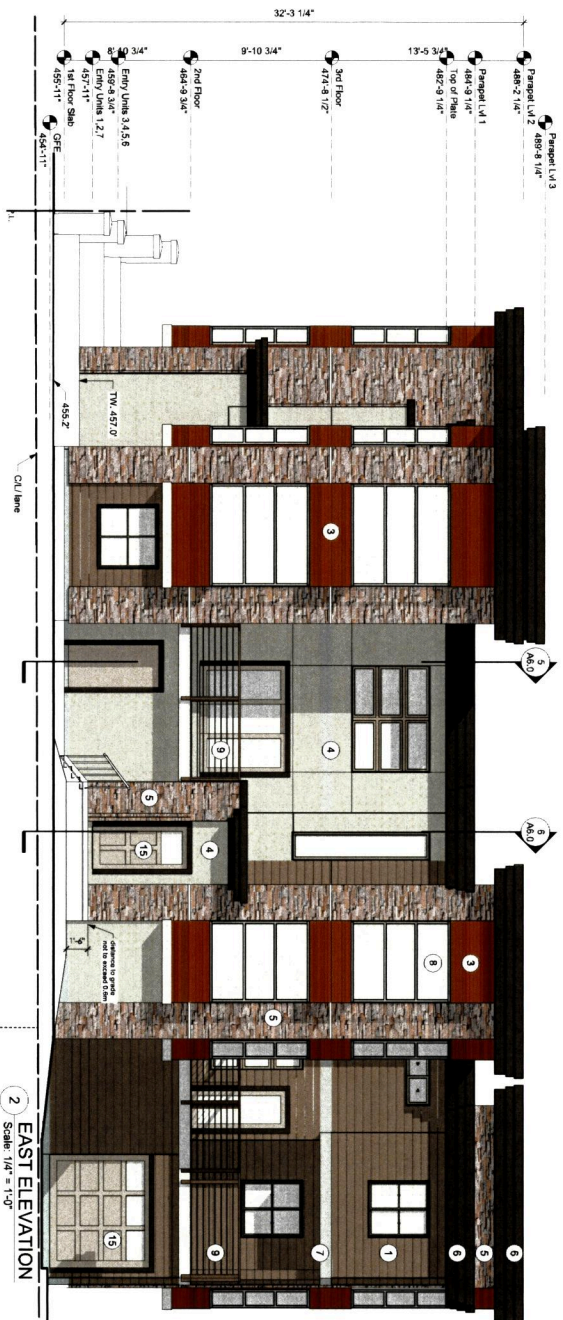
LANE

AUTO COURT

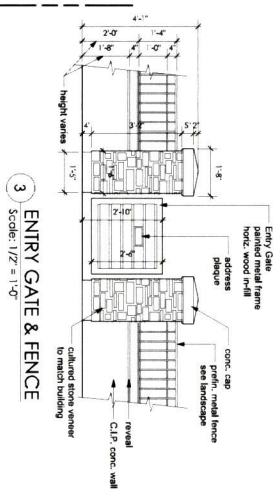
<p>Sheet A1.0</p>	<p>WAYNE STEPHEN BISSKY ARCHITECTURE & URBAN DESIGN INC. PLANNING INTERIOR DESIGN</p> <p>228</p>	<p>Site Plan</p>	<p>Sunnyhurst Townhomes</p> <p>Civic Address: 3922 Sunnyhurst Road, Dist. North Vancouver, B.C.</p> <p>Legal Address: LOT 9 AND LOT 10, BOTH OF THE SOUTH 1/2 OF LOT 4, DISTRICT LOT 3023, PLAN S178 PID #: PLAN BC217313 PLAN BC317185</p>	<p>Copyright Reserved.</p> <p>Further to ABC Bylaw 2003, all plans, sketches, drawings, graphic representations and specifications prepared by the architect are, and at all times remain, the exclusive property of Wayne Stephen Bissky Architecture & Urban Design Inc. No part of this drawing shall be used for any other project, or made or altered for sale or as part of a sale of property by any party other than WSD without the written consent of WSD. Written dimensions shall have precedence over scaled dimensions and conditions on the job. The office shall be informed of any variations from the dimensions and conditions shown on the drawings.</p>
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DP46.13B

TO SCALE WHEN PRINTED ON ARCH D 36" x 24"



2 EAST ELEVATION
Scale: 1/4" = 1'-0"



3 ENTRY GATE & FENCE
Scale: 1/2" = 1'-0"

EXTERIOR FINISHES - COLOUR SCHEDULE	
1	Hard-Plank, - 7" Exposure Cedarmill Texture
2	Hard-Plank, - 5" Exposure Cedarmill Texture
3	Western Red Cedar Horizontal Siding
4	Hard-Plank, Smooth Texture
5	Cedar Shakes, - 18" Exposure Cedarmill Texture
6	Wood Trim, White Painted Balcony Fingers
7	Wood Trim
8	Vinyl Framed Windows
9	Pre-painted Aluminum Siding
10	Beaded Vertical Vinyl Siding
11	Cedar Shakes, - 18" Exposure Cedarmill Texture
12	Pre-painted Aluminum Siding
13	Pre-painted Downspout Covers
14	Architectural Concrete
15	Hard-Plank, - 3" Exposure Cedarmill Texture
16	Tuscan Gold



1 SOUTH ELEVATION
Scale: 1/4" = 1'-0"

Elevations

Sunnyhurst Townhomes

Civic Address: 3622 Sunnyhurst Road,
Oak, North Vancouver, B.C.
Legal Address: LOT 9 AND LOT 19, BOTH OF THE
SOUTH 1/2 OF
LOT 4 DISTRICT LOT 2023, PLAN 3179
PID B PLAN BC191312 PLAN BC31785

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Further to ABC's Policy 2003, all plans, sketches, drawings,
specifications and other documents prepared by or for
the firm of Stephen Bissky Architecture, Urban Design,
Planning and Interior Design and shall be used for any
other project or work or referred to in any part of a sale
of property or any other transaction without the written
consent of 1978. Written consents shall be in the form of a
letter or other document and shall be filed in the office
of the firm of Stephen Bissky Architecture, Urban Design,
Planning and Interior Design on the premises.

REVISIONS

A3.0

Wayne Stephen Bissky
Architecture & Urban Design Inc.
Planning Interior Design

2014, Oct 15
Scale: 1/4" = 1'-0"
Drawn: BT
Project ID: 1335

DP46.13C

TO SCALE WHEN PRINTED ON ARCH D 36" x 48"



2 WEST ELEVATION
Scale: 1/4" = 1'-0"



1 NORTH ELEVATION
Scale: 1/4" = 1'-0"

- EXTERIOR FINISHES - COLOUR SCHEDULE**
- 1 Hard-Plak - F Exposure Cedarnall Texture
 - 2 Hard-Plak - S Exposure Cedarnall Texture
 - 3 Western Red Cedar Horizontal Siding
 - 4 Hardwood - Smooth Texture
 - 5 Coloured Stone Veneer on Pancake
 - 6 Wood Trim - Hard Board Balcony Edges
 - 7 Vinyl Frame Windows
 - 8 Prefinished Aluminum Siding
 - 9 Cedar Siding
 - 10 Cedar Siding
 - 11 Cedar Siding
 - 12 Prefinished Downspout Gutters
 - 13 Architectural Concrete
 - 14 Exterior door - paint finish
 - 15 Hard-Plak - F Exposure Cedarnall Texture
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 - 83 Cedar
 - 84 Cedar
 - 85 Cedar
 - 86 Cedar
 - 87 Cedar
 - 88 Cedar
 - 89 Cedar
 - 90 Cedar
 - 91 Cedar
 - 92 Cedar
 - 93 Cedar
 - 94 Cedar
 - 95 Cedar
 - 96 Cedar
 - 97 Cedar
 - 98 Cedar
 - 99 Cedar
 - 100 Cedar

Elevations

Sunnyhurst Townhomes

Civic Address: 3022 Sunnyhurst Road,
Dist. North York, Ont. M2H 3G6
Legal Address: LOT 9 AND LOT 10, BOTH OF THE
SOUTH 1/2 OF
LOT 4, DISTRICT LOT 2023, PLAN 3170
PID # PLAN BCN17313 PLAN BC31785

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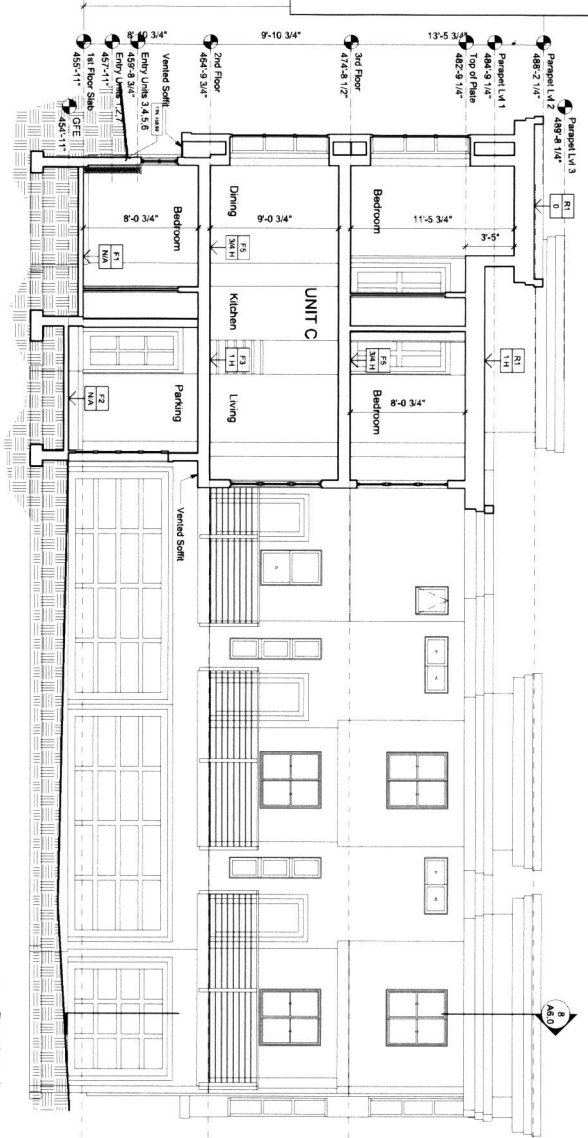
ISSUED DRAWINGS

WAYNE STEPHEN BISSKY
ARCHITECTURE & URBAN DESIGN INC.
PLANNING INTERIOR DESIGN

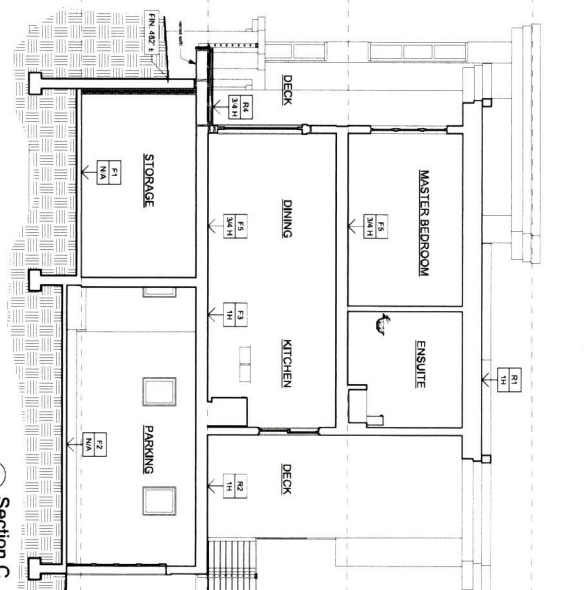
2014 Oct 15
Scale: 1/4" = 1'-0"
Drawn: BT
Printed to: 1500

230

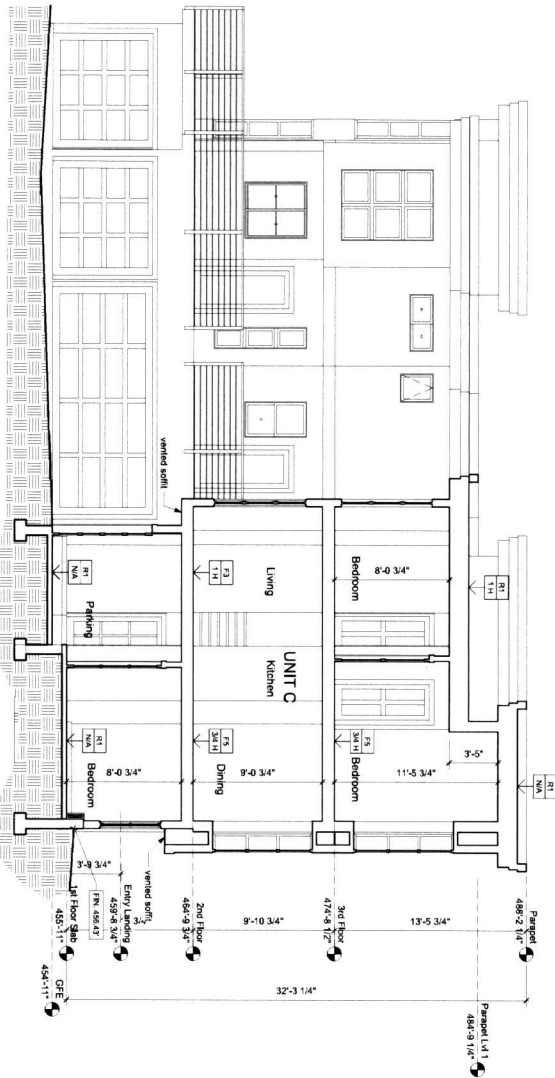
A3.1



1 Section A
Scale: 1/4" = 1'-0"



3 Section C
Scale: 1/4" = 1'-0"



2 Section B
Scale: 1/4" = 1'-0"

Sections

Sunnyhurst Townhomes

Civic Address: 3622 Sunnyhurst Road,
Dist. North Vancouver, B.C.
Legal Address: LOT 8 AND LOT 10, BOTH OF THE
SOUTH 1/2 OF
LOT 4, DISTRICT LOT 2023, PLAN 3170
PID # PLAN BCPT7315 PLAN BC51785

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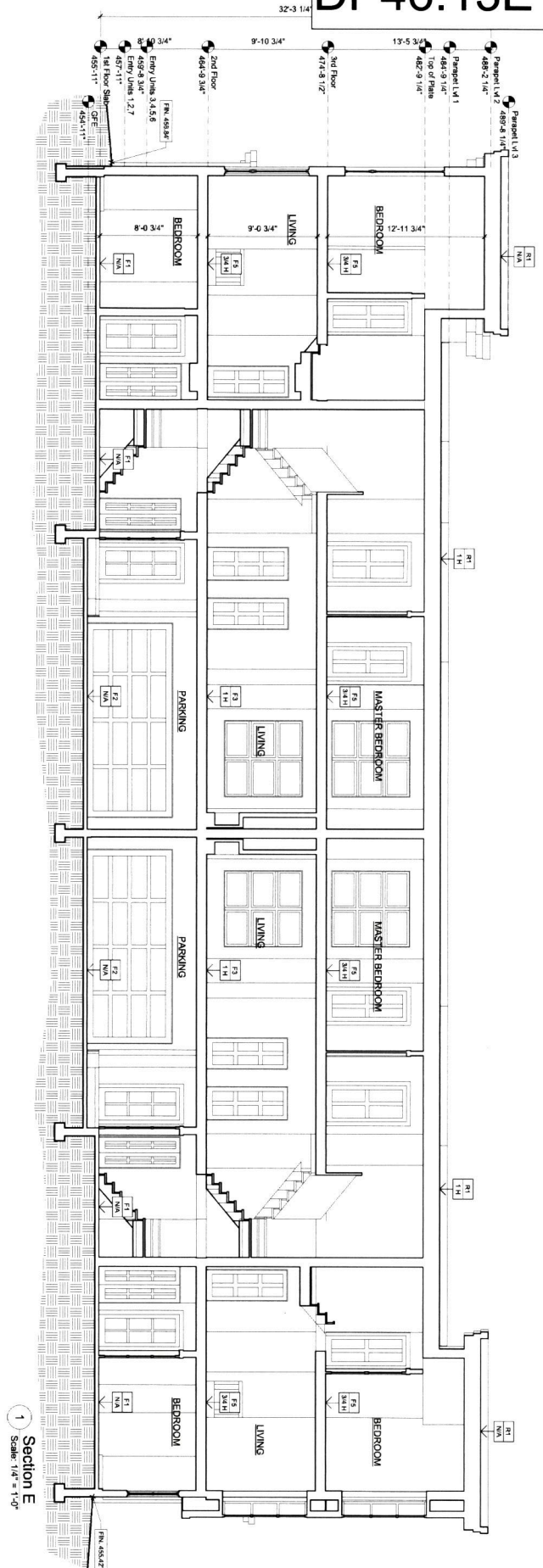
ISSUED DRAWINGS

WAYNE STEPHEN BISSKY
ARCHITECTURE & URBAN DESIGN INC.
PLANNING INTERIOR DESIGN

2014, Oct 15
Scale: 1/4" = 1'-0"
Drawn: BT
Project ID: 13395

DP46.13E

TO SCALE WHEN PRINTED ON ARCH D 36" x 24"



1 Section E
Scale: 1/4" = 1'-0"

Sections

Sunnyhurst Townhomes

Civic Address: 3622 Sunnyhurst Road,
Dist. North Vancouver, B.C.

Legal Address: LOT 8 AND LOT 19, BOTH OF THE
SOUTH 1/2 OF
LOT 4, DISTRICT LOT 2023, PLAN 3170
P.D.# PLAN 80P17313 PLAN BCS1785

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ISSUED DRAWINGS

232

WAYNE STEPHEN BISSKY
ARCHITECTURE & URBAN DESIGN INC.
PLANNING INTERIOR DESIGN

WSB 2023-10-16
North Ridge, B.C. 1024 21st St.
V6H 2G6
Tel: 604-461-4300 Fax: 604-461-4305
E-mail: info@wsb.ca
Website: www.wsb.ca

Drawn

Scale

1/4" = 1'-0"

Project ID

1336

Sheet

A4.1

DP46.13F





DP46.13H



NEIGHBOURHOOD CONTEXT

Fig. 3 Context (Plan). Existing adjacent development, planned streetscape with concrete pathway, and

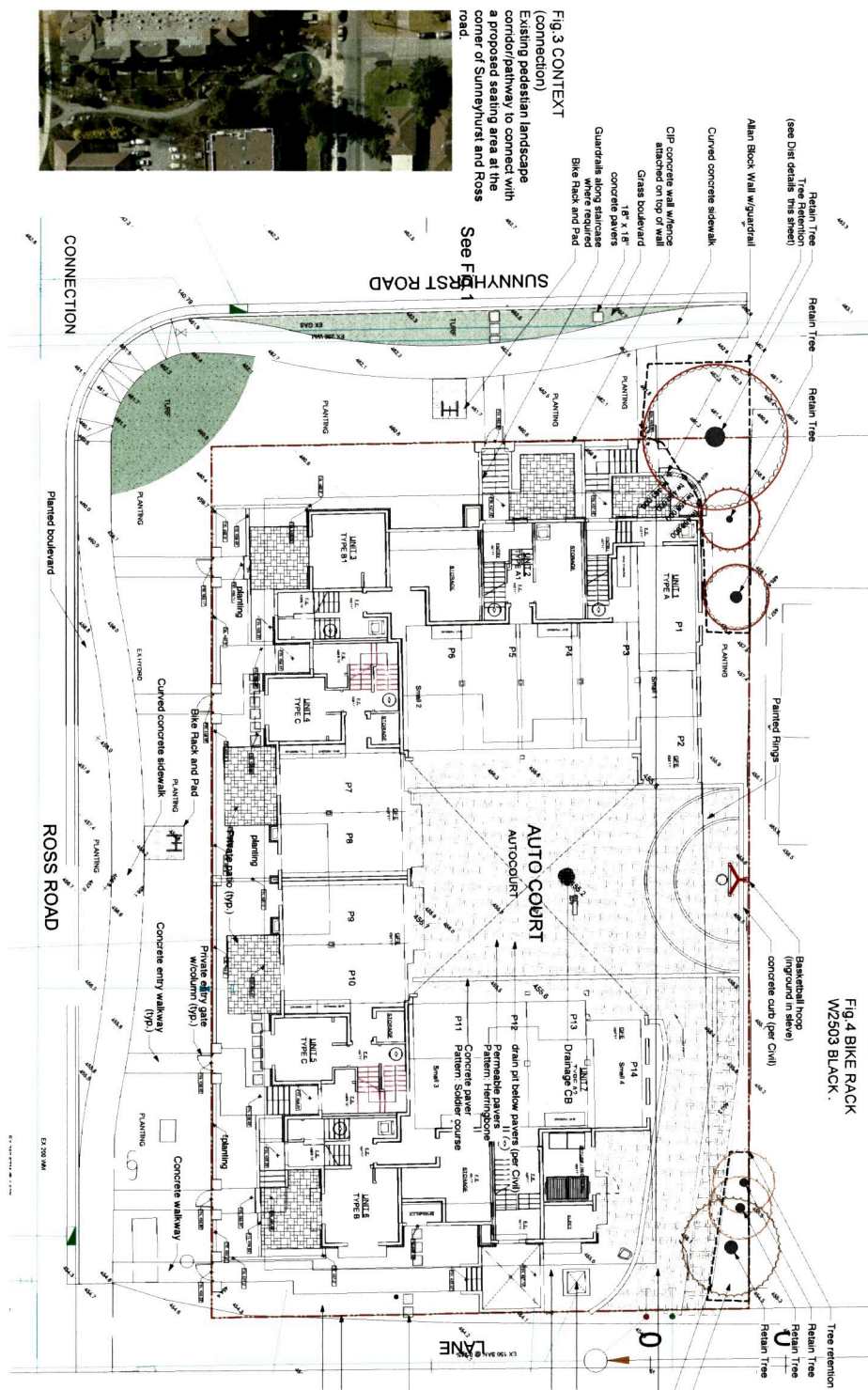
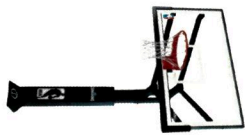
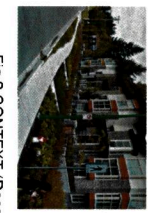










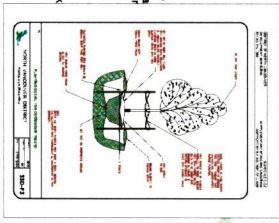
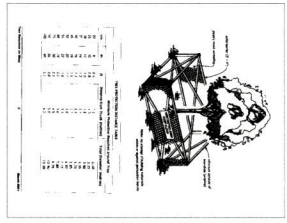


Fig. 3 CONTEXT
(connection)
Existing pedestrian landscape corridor/pathway to connect with a proposed seating area at the corner of Sunneyhurst and Ross road.

LANDSCAPE LEGEND	
	PL
	Tee Protection
	Clp concrete landscape wall w/guardrail
	Clp concrete landscape wall
	Allen Block wall
	Concrete pad with score lines
	Concrete 18"x18" pavers
	Terrace Paving
	Auto Court Paving
	Boulder



- [illegible]

[illegible][illegible]

The site plan illustrates a residential development with a central 'AUTO COURT' and 'LANE'. The layout includes several building units, such as 'UNIT 1 TYPE A', 'UNIT 2 TYPE B', and 'UNIT 3 TYPE C'. Parking spaces are designated with labels like P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, and P14. The plan also shows landscaping features, including green areas and tree symbols. The surrounding roads are labeled 'SUNNYHURST ROAD' and 'ROSS ROAD'. A north arrow is located in the bottom right corner of the plan.

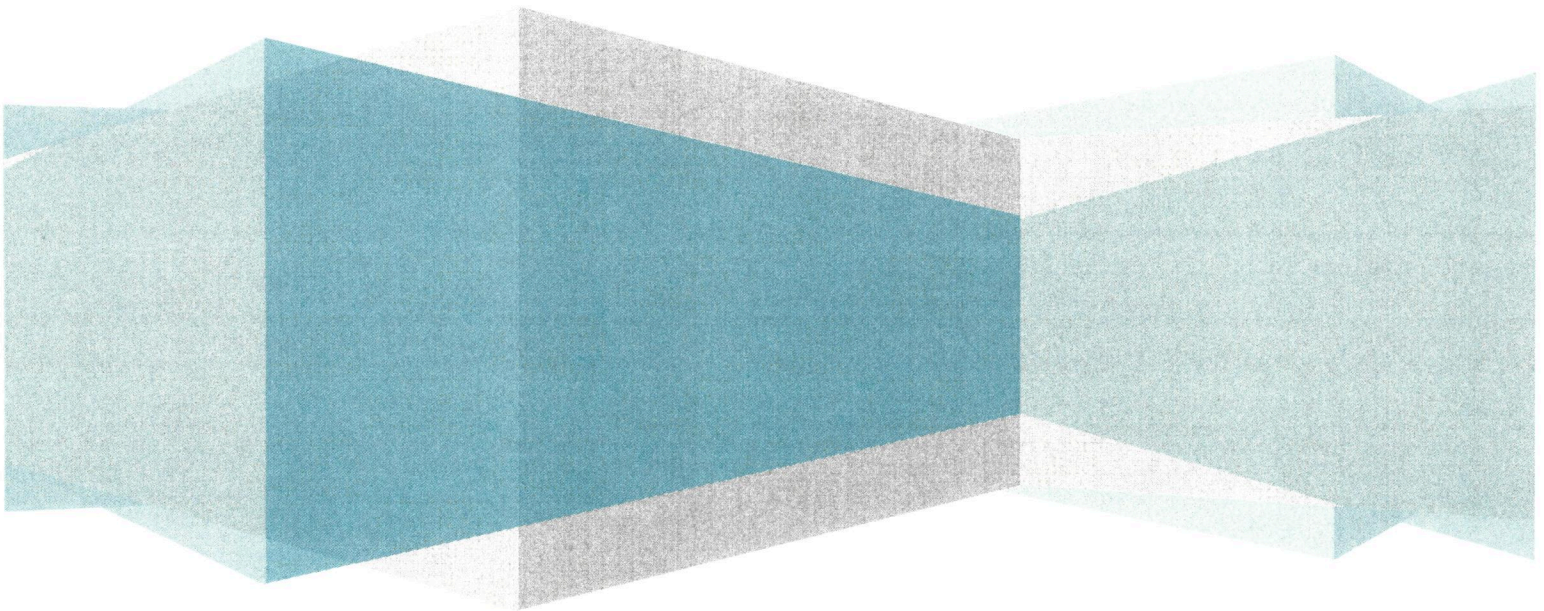


E3 Eco Group Inc.

Predicted Energuide Rating

Sunnyhurst Townhouses, 3022 Sunnyhurst Road,
North Vancouver, BC
For taVanco Holdings

17 July 2014



Introduction:

E3 ECO GROUP Inc. was asked to perform HOT2000 energy evaluation on a plan addressed as **3022 Sunnyhurst Road, North Vancouver**. The modeling was carried out according to the format defined by the EnerGuide Rating System for New Homes evaluation procedures.

Weather Location: Vancouver

Base Case Review: Rowhouse Dwellings

Floor slab	No insulation under entire slab
Above Grade Wall Construction	2x6 @ 16" o.c. R20 batt insulation & R20 headers
Roof Construction	2x10 roof joists or better with R28 batt insulation
Window Specification	Double glazed, soft coat low-e, metal spacer, slider windows with vinyl frames
Door Specification	Steel with polyurethane insulation core.
Ventilation Specification	BC Building Code minimum: bathroom fans
Air Tightness	6.5 ACH@50Pa; an estimate based on typical local construction
Space Heating System	Electric baseboard heaters
Supplemental Heating	Electric fireplaces or direct-vent natural gas fireplaces with electronic ignition
Domestic Hot Water	Electric hot water tanks, 0.82EF
Energy Credits:	
Drainwater Heat Recovery	None
Low energy lighting	None
Energy Star appliances	None

Unit X- Sunnyhurst Road- basecase.hse

Plan Type	Predicted Energuide Rating (Base Case specs)
A- end unit	75
A1- middle unit	79
A2- end unit	76
B- corner unit	76
B1- corner unit	77
C- corner unit	77

Upgrade Case 1 Review: Rowhouse Dwellings

Floor slab	R12 insulation under entire slab, and R12 skirt around slab edges
Above Grade Wall Construction	2x6 @ 16" o.c. R22 batt insulation & R22 headers
Roof Construction	2x10 roof joists or better with R28 batt insulation
Window Specification	Double glazed, soft coat low-e, argon gas fill, insulating spacer, slider windows with vinyl frames (U value 1.6 or less)
Door Specification	Steel with polyurethane insulation core.
Ventilation Specification	BC Building Code minimum: bathroom fans
Air Tightness	3.5 ACH@50Pa; better than typical local construction
Space Heating System	Electric baseboard heaters
Supplemental Heating	Electric fireplaces or direct-vent natural gas fireplaces with electronic ignition
Domestic Hot Water	Conserver electric hot water tanks, 0.89EF or better
Energy Credits:	
Drainwater Heat Recovery	None
Low energy lighting	50% EnergyStar lighting appliances
Energy Star appliances	Fridge, dishwasher and clotheswasher EnergyStar rated

Unit X- Sunnyhurst Road- upgrade case.hse

Plan Type	Predicted Energuide Rating (Upgrade Case 1 specs)
A- end unit	78
A1- middle unit	81
A2- end unit	78
B- corner unit	79
B1- corner unit	80
C- corner unit	80

Upgrade Case 2 Review: Rowhouse Dwellings

Floor slab	R12 insulation under entire slab, and R12 skirt around slab edges
Above Grade Wall Construction	2x6 @ 16" o.c. R22 batt insulation & R22 headers
Roof Construction	2x10 roof joists or better with R28 batt insulation
Window Specification	Triple glazed, soft coat low-e, argon gas fill, insulating spacer, slider windows with vinyl frames (U value 1.45 or less)
Door Specification	Steel with polyurethane insulation core.
Ventilation Specification	BC Building Code minimum: bathroom fans
Air Tightness	3.5 ACH@50Pa; better than typical local construction
Space Heating System	Electric baseboard heaters
Supplemental Heating	Electric fireplaces or direct-vent natural gas fireplaces with electronic ignition
Domestic Hot Water	Conserver electric hot water tanks, 0.89EF or better
Energy Credits:	
Drainwater Heat Recovery	None
Low energy lighting	50% EnergyStar lighting appliances
Energy Star appliances	Fridge, dishwasher and clotheswasher EnergyStar rated

Unit X- Sunnyhurst Road- upgrade case plus triple.hse

Plan Type	Predicted Energuide Rating (Upgrade Case 2 specs)
A- end unit	79
A1- middle unit	81
A2- end unit	79
B- corner unit	80
B1- corner unit	80
C- corner unit	80

Notes:

1. Design Heat loss calculation is based on design conditions assumed. This figure can be used to size the heating system, although unit size will have to take into account system efficiency, operating conditions and provide a margin for quick recovery.
2. The calculated energy consumption estimates are based on data entered and assumptions made within the computer program based on standard user profiles. The estimates may not reflect actual energy requirements of this house due to variations in weather, actual construction details used, performance of equipment, lifestyle and number of occupants.

If you have any questions regarding this report, please contact me at your earliest convenience.

Einar Halbig
E3 Eco Group Inc.

END

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COUNCIL AGENDA/INFORMATION

- ☐ In-Camera
☒ Regular
☐ Info Package
☐ Agenda Addendum

Date: Nov 3/14 Item # _____
Date: _____ Item # _____
Date: _____ Item # _____
Date: _____ Item # _____

Dept. Manager	Director	9.6 CAO
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**The District of North Vancouver
REPORT TO COUNCIL**

October 24, 2014

AUTHOR: Elio Iorio, Manager Revenue and Taxation

SUBJECT: ANNUAL REVIEW OF FEES AND CHARGES 2015 – Bylaw Amendment 43

RECOMMENDATION:

“THAT Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8088, 2014 (Amendment 43) – is given FIRST, SECOND, and THIRD reading on recommendation from the Finance and Audit Standing Committee”.

REASON FOR REPORT: Annual review and establishment of fees and charges in accordance with financial plan objectives. Amendments detailed in the attached report have been discussed by the Finance and Audit Standing Committee on October 16th and are recommended for adoption by Council.

TIMING / APPROVAL PROCESS: Fees require approval prior to year-end for an effective date of January 1st, 2015. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on November 17, 2014.

Financial Impacts:
See attached report.

Respectfully submitted,



Elio Iorio, Manager Revenue and Taxation

COUNCIL AGENDA/INFORMATION

<input type="checkbox"/> In-Camera	Date: _____	Item # _____
<input type="checkbox"/> Regular	Date: _____	Item # _____
<input type="checkbox"/> Info Package	Date: _____	Item # _____
<input type="checkbox"/> Agenda Addendum	Date: _____	Item # _____



Dept.
Manager



Director

CAO

The District of North Vancouver
REPORT TO FINANCE & AUDIT STANDING COMMITTEE

October 10, 2014

AUTHOR: Elio Iorio, Manager Revenue and Taxation

SUBJECT: ANNUAL REVIEW OF FEES AND CHARGES - 2015

RECOMMENDATION:

THAT the Finance & Audit Standing Committee recommends:

“That Council provides FIRST, SECOND, and THIRD reading of Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8088, 2014 (Amendment 43), on recommendation from the Finance and Audit Standing Committee”.

REASON FOR REPORT: The annual review and establishment of fees and charges in accordance with financial plan objectives.

SUMMARY: The proposed fee structure for 2015 includes of a 2% cost of service adjustment, the continuation of a previously approved multi-year rate revision for business licences (5%), select adjustments to existing film fees and the introduction of a limited number of new fees. A more comprehensive review of fee and charges has been scoped as part of the business transformation project (ECLIPS) which is expected to inform the fee structure for 2016.

Revenue Impact

With the recommended changes, revenues are estimated to improve by \$157,000 at the current activity level. Full impacts to the 2015 budget including changes to activity levels will be estimated during the fall budget cycle.

It is worth noting that fees and charges for Golf, Library, Properties, Recreation and Utilities are not covered by this review. These fees are determined through alternative approval processes in accordance with their governance structure or the adopted funding model.

New Fees**Development & Permitting – Survey Monuments**

A new fee is proposed to recover the cost of repairs to damaged or destroyed survey monuments during construction. The monuments recognized under the Canada Lands Survey Act serve to mark a boundary of pre-surveyed lands that are used to provide horizontal and vertical control for private developments, property lines, utility installation and other municipal works. The Survey Department consistently accesses these monuments and has found many that are not in working order which increases resources required to complete a quality survey. It is estimated that only 50% of the 1,000 survey monuments are operable.

Upon identification of a disturbed monument a plan to replace it will be undertaken with the assistance of a qualified contractor. When feasible, costs will be invoiced back to the negligent party. The addition of a fee will assist in rebuilding the inventory, ensure surveys can proceed with minimal delays and that prospective new developments are not inconvenienced by delays due to absent monuments. The proposed fees reflect the cost of contracting private firms to repair and resurvey a non-operable monument.

Replacement of monument by type

Standard Integrated	\$2,100 per monument
Secondary Benchmark	\$3,500 per monument
Federal Benchmark	\$5,500 per monument
High Precision	\$7,500 per monument
GeoBC Registration	\$50 per monument
GeoBC Survey	\$500 – \$1,000 per survey

Parks and Recreation – Maplewood Farm

With the opening of the new multi-functional Visitor Centre at Maplewood Farm, themed birthday party packages are now being offered utilizing the facility to promote the farm while providing scenic views of farm animals.

Birthday Party Packages

Room Rental	\$ 50.00	per hour
Bronze Package	\$125.00	per hour
Silver Package	\$200.00	per hour
Gold Package	\$280.00	per hour
Platinum Package	\$405.00	per hour

Exceptions to 2% increase

Advertising costs related to public notification of development applications have increased significantly due to an enhanced communication strategy designed to generate greater public input. Public Hearing fees have been increased by 69% to recover these additional costs.

Property title search and registration fees have recently increased as part of a Land Title Search Authority fee for service initiative. The fees pertaining to this category have been increased by 20% to match the cost of providing the service.

BACKGROUND: In accordance with the authority granted by the Community Charter, the District charges fees for service or regulatory requirements. These fees have typically been set on either a cost recovery and/or a user's ability to pay basis and are considered in the context of what comparable fees are charged by other municipalities in the region.

EXISTING POLICY: The Community Charter enables Council, by bylaw, to impose a fee payable in respect of:

- (a) All or part of a service of the municipality,
- (b) The use of municipal property, or
- (c) The exercise of authority to regulate, prohibit or impose requirements.

TIMING / APPROVAL PROCESS: Fees should be approved before the year-end and take effect on January 1st, 2015. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on November 17, 2014.

Respectfully submitted,



Elio Iorio
Manager Revenue and Taxation

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

Schedule of Exceptions to 2% Increase

Schedule & Fee Description	2014 Bylaw Fee	2015 Proposed Fee	Y:Y Fee Change	% Change
Schedule A - Corporate & Finance				
Financial Services				
Tax demand notice	20.00	20.00	0.00	0%
Certificate of tax status and related information - obtained through the web tax certificate system	40.00	40.00	0.00	0%
Certificate of tax status and related information - prepared manually	45.00	45.00	0.00	0%
Tax refund to non-property owner	30.00	30.00	0.00	0%
Researching historical property related information	45.00	45.00	0.00	0%
Returned cheques or payments	30.00	30.00	0.00	0%
Schedule B - Development and Permitting				
Building Permit Fees				
Land Title Search Fee	20.40	25.00	4.60	23%
Development Applications				
Preliminary				
Early consultation for applications where required	2,000.00	2,000.00	0.00	0%
Rezoning (including text or map amendments) and Heritage Revitalization Agreements				
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	1,625.00	2750.00	1125.00	69%
Multi-Family – base fee plus	25.00	30.00	5.00	20%
Official Community Plan Amendment				
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	1,625.00	2750.00	1125.00	69%
For change in land use or increased residential density - base fee plus	55.00	57.50	2.50	5%
Additional Public Hearing Fees				
Additional Public Hearing (where required for a Rezoning, or Official Community Plan Amendment application)	1,625.00	2750.00	1125.00	69%
Additional Public Hearing Signs (where required to ensure good visibility)	520.00	520.00	0.00	0%
Sign Permits				
Application for new sign(s) that is/are in accordance with the Sign Bylaw, and may be reviewed and issued by staff (including review of the sign package)	125.00	125.00	0.00	0%
Each additional sign	80.00	80.00	0.00	0%
Application for an alteration to a sign permit	65.00	65.00	0.00	0%
Each additional sign	35.00	35.00	0.00	0%
Development Permit – Major (some applications may require more than one Development Permit application and fee)				
Form and Character				
Multi family where no rezoning – base fee plus	25.00	30.00	5.00	20%
Subdivision				
Subdivision creating an air space parcel	3,050.00	3500.00	450.00	15%
Subdivision Conditions Letter extension	350.00	375.00	25.00	7%
Signing Fee (payable with the submission of the subdivision plans)	920.00	950.00	30.00	3%

Schedule of Exceptions to 2% Increase – continued

Schedule & Fee Description	2014 Bylaw Fee	2015 Proposed Fee	Y:Y Fee Change	% Change
Schedule C - Parks and Recreation				
Ecology Center				
Eco-Quest, Forest Quest Activity (Individual)	2.50	2.60	0.10	4%
Individual Programs	8.25	8.25	0.00	0%
Schedule D - Protective Services				
North Vancouver RCMP Services				
Criminal Record Check	57.50	57.50	0.00	0%
Police Certificate (Including prints if required)	57.50	57.50	0.00	0%
Fingerprints Taken (up to 2 sets – additional sets @ \$5.25 each)	57.50	57.50	0.00	0%
Local Police Records Checks	57.50	57.50	0.00	0%
Name Change Applications	57.50	57.50	0.00	0%
Taxi Permit Application/Annual Review	57.50	57.50	0.00	0%
Taxi-Biennial (2yr) Permit	115.00	115.00	0.00	0%
Taxi Permit (lost/replacement fee)	28.75	28.75	0.00	0%
MV 6020 – Motor Vehicle Accident Report	57.50	57.50	0.00	0%
Preliminary Collision/Traffic Analyst Report	57.50	57.50	0.00	0%
Full Collision/Traffic Analyst Report	600.00	600.00	0.00	0%
Field Drawing Reproduction	40.00	40.00	0.00	0%
Measurements	207.00	207.00	0.00	0%
Crash Data Retrieval Report	155.00	155.00	0.00	0%
Mechanical Inspection Report	57.50	57.50	0.00	0%
Police Reports	57.50	57.50	0.00	0%
Passport Letters	57.50	57.50	0.00	0%
Insurance Claim Letter	57.50	57.50	0.00	0%
Court Ordered File Disclosure (in addition to copying charge)	57.50	57.50	0.00	0%
Photographs (each – 4 x 6)	2.75	2.75	0.00	0%
Video Reproduction				
First hour	52.00	52.00	0.00	0%
Per hour after first hour	26.00	26.00	0.00	0%
Cost of CD/DVD	16.00	16.00	0.00	0%
Audio Reproduction				
First hour	52.00	52.00	0.00	0%
Per hour after first hour	26.00	26.00	0.00	0%
Cost of CD/DVD	5.00	5.00	0.00	0%
Forensic Video Analysis – Cost per hour	105.00	105.00	0.00	0%
File Research – Cost per hour	50.00	50.00	0.00	0%
Visa Application	57.50	57.50	0.00	0%
Security Licencing	57.50	57.50	0.00	0%
Photocopying charge per page	0.75	0.75	0.00	0%
Shipping Charge	5.00	5.00	0.00	0%
CD of Photographs	20.00	20.00	0.00	0%

Schedule of Exceptions to 2% Increase – continued

Schedule & Fee Description	2014 Bylaw Fee	2015 Proposed Fee	Y:Y Fee Change	% Change
Schedule E - Licencing and Film				
Filming				
Park fee – per film day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	1,250.00	1250.00	0.00	0%
Park fee – Half day rate maximum 12 Hrs– Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	935.00	935.00	0.00	0%
Park fee – prep/wrap per day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	625.00	625.00	0.00	0%
Large Park fee – per film day – all other large parks	830.00	830.00	0.00	0%
Large Park fee – Half day rate maximum 12 Hrs	625.00	625.00	0.00	0%
Large Park fee – prep/wrap per day	415.00	415.00	0.00	0%
Neighbourhood Park fee – per film day	415.00	415.00	0.00	0%
Neighbourhood Park fee – Half day rate maximum 12 Hrs	310.00	310.00	0.00	0%
Neighbourhood Park fee – Prep/wrap per day	250.00	250.00	0.00	0%
Commerical Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	255.00	255.00	0.00	0%
Park Liaison Fee per hour	66.00	68.00	2.00	3%
RCMP per hour and member (Corporal)	98.00	110.00	12.00	12%
RCMP per hour and member (Sergeant)	118.00	130.00	12.00	10%
Fire Officer per hour	127.00	160.00	33.00	26%
Firefighter per hour	117.00	130.00	13.00	11%
Permit fee per location	230.00	230.00	0.00	0%
Street filming user fee	155.00	155.00	0.00	0%
On street parking per 100 ft per day	56.00	56.00	0.00	0%
Signs (new and replacement) per sign	15.50	15.50	0.00	0%
Modification of existing signs (per sign)	5.50	5.50	0.00	0%
Fire hydrant usage per day	57.00	60.00	3.00	5%
Garbage disposal (as needed)	70.00	75.00	5.00	7%
Business Licences	varied	varied	varied	5%

Note - Appendix 1 details rate increases that differ from the inflationary increase of 2% (rounded for ease of administration).

The Corporation of the District of North Vancouver

Bylaw 8088

A bylaw to amend the District of North Vancouver Fees and Charges Bylaw 6481, 1992

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

1. Citation

This bylaw may be cited as "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8088, 2014 (Amendment 44)".

2. Amendments

The Fees and Charges Bylaw 6481, 1992 is amended as follows:

- a. Section 2, Payment of Fees, is amended by deleting the table in its entirety and replacing it with the following table as attached to this Bylaw as Attachment 1; and
- b. by deleting Schedules A through F in their entirety and replacing them with new Schedules A through F as attached to this Bylaw as Attachment 2.

3. Effective Date

The effective date of this bylaw is January 1, 2015.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

**ATTACHMENT 1
TO BYLAW 8088**

FEES	DESCRIPTION
Schedule A CORPORATE AND FINANCE FEES	Copies
	Human Resources
	Fees for Maps and Digital Data Products
	Properties Department-Services
	Building Department-Record Searches
	Change of Address and New Address
	Financial Services
Schedule B DEVELOPMENT AND PERMITTING FEES	Building Permits
	Properties Involving Controlled Substances
	Board of Variance
	Chimney and Fuel Burning Appliances
	Mechanical Permits
	Electrical Permits
	Gas Permits
	Blasting Permits
	Installation, Replacement, Renewal, Alteration or Repair of Oil Burning Appliances or Tanks
	Engineering Construction
	Development Applications
	Administration Fees for Development Servicing
	Permits Pursuant to Environmental Protection and Preservation Bylaw
	Tree Permits Pursuant to the Tree Protection Bylaw
Schedule C PARKS AND RECREATION FEES	Cates Park Boat Launch
	Gallant Wharf - Prepaid Moorage Rates/Foot
	Gallant Wharf Ticket Machine Rates
	Picnic Events
	Lynn Canyon Park
	Ecology Centre
	Maplewood Farm
Schedule D PROTECTIVE SERVICES FEES	Fire Services Pursuant to Fire Services Bylaw
	North Vancouver RCMP Services
Schedule E LICENSING AND FILM FEES	Filming
	Animal Control and Welfare Licences
	Impound and Maintenance
	Adoption
	Annual Park Use Permit
	Horsekeeping Permit
	Fees for Business Licences
Schedule F TRANSPORTATION FEES	Permit
	Signage
	Removal and Detention of Chattels and Obstructions

**ATTACHMENT 2
TO BYLAW 8088**

Schedule A

CORPORATE AND FINANCE FEES

Copies		
Council minutes, reports, related correspondence and general photocopying	\$0.30	per page

Human Resources		
Request from solicitors for employment information	\$109.50	

Fees for Maps and Digital Data Products		
Standard paper map (small to medium size)	\$10.40	

Properties Department - Services		
Registerable Documents (Land Title Office)	\$341.70	
Unregistered Documents	\$341.70	
Administration Recovery Fee (A fee to recover extraordinary staff time spent on processing instruments on behalf of private owners)	\$530.40	
Administration for Highway Abandonments (sale of laneways)	\$2,193.00	flat fee
Release of District charges on title for review plus recovery of related LTO costs	\$158.10	for review plus recovery of related Land Title Office Costs
Documentation/Advertising fee for leases and lease renewals		recovery of actual costs
Registration of legal documentation		recovery of actual costs

Building Department - Record Searches		
Property Records provided to solicitors, lending institutions and other individuals or organizations		
Single-Family Residential Buildings	\$115.30	
All other buildings	\$229.50	
Property Record searches for "All other buildings" exceeding three hours shall be charged an additional fee of \$70/hour for each additional hour.		

Change of Address and New Address		
Change of Address and New Address	\$505.70	

Financial Services		
Tax demand notice	\$20.00	per folio
Certificate of tax status and related information - obtained through the web tax certificate system	\$40.00	per folio
Certificate of tax status and related information - prepared manually	\$45.00	per folio
Tax refund to non-property owner	\$30.00	per folio
Tax levy data file (electronic)	\$0.02	per folio
Researching historical property related information	\$45.00	per hour (\$45 minimum)
Returned cheques or payments	\$30.00	per item
Interest on overdue (non-tax) accounts receivable	2%	per month

Amended by: 6835 7349 7365 7432 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960
8020 8088

Schedule B

DEVELOPMENT AND PERMITTING FEES

Building Permits		
The fees payable for the issuance of a permit or renewal of a permit for the erection, addition, alteration, repair, removal or demolition of any building or structure, or any part thereof including other building service systems or regulated by the Building Code, are as follows:		
First \$1,000 value of the work	\$71.40	
Each \$1,000 or part thereof by which the value of work exceeds the sum of \$1,000 up to a maximum of \$15,000, add	\$14.60	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$15,000 up to a maximum of \$50,000, add	\$12.40	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$50,000, add	\$11.40	
Recheck fee (minimum 1 hour)	\$71.40	per hour
The Building Permit fee is increased where construction commenced before the Building Inspector issued a permit by:		
For work valued up to \$15,000	\$292.80	
For work valued up to \$50,000	\$589.80	
For work valued up to \$100,000	\$1,179.50	
For work valued up to \$500,000	\$2,357.10	
For work valued up to \$1,000,000	\$5,892.70	
For work valued greater than \$1,000,000	\$11,784.40	
Re-inspection Fee	\$118.40	
A Building Permit may be extended pursuant to clause 5.51 of the Building Regulation Bylaw		10% of original fee or \$71.00, whichever is greater
Preliminary Plan Review	\$142.80	
Review of Equivalents - Up to two equivalency items included in one submission (this includes a single review of a single revision required from the primary review)	\$440.60	
For each equivalency item review exceeding the first two items included in the single submission	\$143.30	
Each additional revision submission of any single item	\$71.40	
Transfer of Building Permit - Single Family Residential Building	\$71.40	
Transfer of Building Permit - Other building type	\$143.30	
Secondary Suite Inspection Fee	\$148.50	
Land Title Search Fee	\$25.00	
Plan Review and Summary Letter (reviewed for Board of Variance application)	\$242.80	
A Special inspection (per 5.49.2 of the Building Regulation Bylaw) payable in advance	\$71.40	per hour

An inspection (per 5.49.3 of the Building Regulation Bylaw)	\$200.40	
Plus \$71.40 in excess of 4 hours	\$71.40	per hour
Drawing Imaging Fee	\$5.20	

Properties Involving Controlled Substances		
Inspection Fees:		
Each time the District enters on a Parcel to inspect in the exercise of the District's authority to regulate, prohibit or impose requirements under Bylaw 7494 or another enactment, the Owner must pay the District an administration and inspection fee of:	\$510.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a subsequent inspection undertaken if the Owner or occupier has failed to undertake action ordered by the Fire Chief, the District or a person authorized under the bylaw to order the action, the Owner must pay an additional fee of:	\$2,550.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
Before confirmation is provided by the Chief Building Inspector that a satisfactory inspection of the building by the District's Building Department has been completed the Owner must pay to the District:		
For the first inspection:	\$510.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For an inspection with an architect or professional engineer to certify that the subject Building may be occupied under applicable enactments, if the Owner has not first engaged his or her own architect for that purpose:	\$2,550.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a Special Safety Inspection:	\$510.00	
For each inspection prior to issuance of a Re-occupancy Permit:	\$306.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.

To obtain a Re-occupancy Permit:	\$255.00	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494:		
The fee for a Special Safety Inspection in respect of that incident is as follows:	\$255.00	

Board of Variance		
Application Fee	\$403.90	

Chimney and Fuel Burning Appliances		
A chimney with one flue, including factory-built chimney	\$71.40	
Each additional flue or chimney in a building	\$20.80	
A fireplace and flue, including factory-built fireplace	\$71.40	
Solid fuel burning appliances	\$71.40	

Mechanical Permits		
For the installation of fixtures, each roof drain, hot water tank, sump and interceptor being classed as a fixture, as follows:		
One fixture	\$71.40	
Each additional fixture up to ten	\$26.00	
Each additional fixture over ten	\$22.80	
Re-piping of an existing building:		
40% of the equivalent fixture installation fee		
For the installation or replacement of water service	\$71.40	
For the installation of perimeter foundation drains:		
For single or two family residential buildings up to 250'	\$71.40	
For each additional 250'	\$37.30	
For other than single or two family residential buildings, for each 100' or portion thereof to 500'	\$71.40	
For each additional 250'	\$37.30	
For the alteration of plumbing where no fixtures are involved, for each 10 metres of house drain installed or portion thereof	\$71.40	
In every case where, due to non-compliance with the provisions of this bylaw or to unsatisfactory workmanship, more than two inspections are necessary, for each inspection after the second inspection	\$118.40	
Special inspections to establish the fitness of the plumbing	\$85.20	per hour

For the installation of plumbing fixtures by other than the original permit holder	\$71.40	
For the installation of domestic water for fire lines in other than single family dwellings:		
For the first 30 metres or portion thereof	\$71.40	
For each additional 30 metres	\$37.30	
For each fire hydrant, alarm valve, dry valve and flow switch	\$36.30	
For first hose connection, Siamese	\$36.30	
For the connection of the municipal water supply to a hydraulic equipment	\$71.40	
For the installation of pressure vacuum breakers, approved double check valve assemblies and reduced pressure backflow preventers	\$71.40	
For the installation of a house sewer and building sanitary drain where the length:		
Up to 30 metres	\$71.40	
Each additional 30 metres or part thereof	\$37.30	
A storm sewer and building storm drain:		
Up to 30 metres	\$71.40	
Each additional 30 metres or part thereof	\$37.30	
For the installation of either or both when under a common permit:		
Storm Sewer House Service Connection	\$300.10	
Sanitary Sewer House Service Connection	\$300.10	
For the installation of Sprinkler System:		
Fee for the first head	\$71.40	
For each additional head	\$3.90	
For the installation of a forced air heating duct distribution system:		
Per 1,000 btu	\$3.20	
Minimum	\$71.40	
Maximum	\$234.70	
For the installation of a hydronic heating pipe distribution system:		
Per 1,000 btu	\$3.20	
Minimum	\$71.40	
Maximum	\$234.70	

Electrical Permits			
The fees payable for the issuance of an electrical permit are based on the total value of the proposed electrical installation including all material and labour as follows:			
More Than	Not More Than		
\$ 0	\$500	\$71.40	
\$500	\$750	\$101.20	
\$750	\$1,000	\$129.60	
\$1,000	\$2,000	\$129.60	+ \$10.73 / \$100 or part thereof greater than \$1,000
\$2,000	\$3,500	\$239.00	+ \$8.75 / \$100 or part thereof greater than \$2,000
\$3,500	\$7,000	\$371.90	+ \$6.54 / \$100 or part thereof greater than \$3,500
\$7,000	\$10,000	\$606.40	+ \$4.40 / \$100 or part thereof greater than \$7,000
\$10,000	\$50,000	\$741.10	+ \$3.28 / \$100 or part thereof greater than \$10,000
\$50,000	\$100,000	\$2,077.50	+ \$3.28 / \$100 or part thereof greater than \$50,000
\$100,000	\$250,000	\$3,748.00	+ \$1.93 / \$100 or part thereof greater than \$100,000
\$250,000	\$500,000	\$6,704.30	+ \$1.92 / \$100 or part thereof greater than \$250,000
\$500,000	\$750,000	\$11,605.10	+ \$1.60 / \$100 or part thereof greater than \$500,000
\$750,000	\$1,000,000	\$15,688.60	+ \$0.90 / \$100 or part thereof greater than \$750,000
over \$1,000,000		\$17,876.00	+ \$0.80 / \$100 or part thereof greater than \$1,000,000
If applicant makes an erroneous declaration of the permit value to obtain a lesser permit fee, the permit shall be revoked and a new permit issued using the corrected value. The new permit shall be calculated according to the corrected permit value and a 50% administrative fee shall be added to the calculated fee.			

Temporary Power Pole - for a maximum period of 120 days (an extension is the same rate)	\$71.40	
Temporary to Permanent Connection	\$71.40	
Electrical Sign Connection	\$71.40	
Circus, Carnivals, Trade, Conventions, Exhibit, or similar shows	\$126.70	
Annual permits where the connected load in calculated horsepower is:		
1,000 HP or less	\$257.60	
Each additional 100 HP or part thereof	\$23.40	
Maximum fee	\$2,498.30	
Hourly Inspection Fee - for each inspection of electrical work in respect of which no specific fee is hereby prescribed, payment shall be made on the basis of time actually spent in making such inspections, as follows:		
For each hour or part thereof	\$71.40	per hour
Re-inspection Fee - For each inspection necessary for examining electrical installations where errors or omissions were found at a previous inspection	\$118.40	
Permit Fee Refund - Where no work has been performed under the permit, the fee less 15% may be returned when a request in writing is made for refund otherwise a fee is not refundable.		
Movie Locations		
One location (valid for 90 days from the first day of filming)	\$71.40	
Two locations (valid for 90 days from the first day of filming)	\$142.30	
Three locations (valid for 90 days from the first day of filming)	\$211.90	
Four locations (valid for 180 days from the first day of filming)	\$282.40	
Five locations (valid for 180 days from the first day of filming)	\$352.00	
Six Locations (valid for 180 days from the first day of filming)	\$424.70	
Seven locations (valid for 270 days from the first day of filming)	\$498.40	
Eight locations (valid for 270 days from the first day of filming)	\$564.90	
Nine locations (valid for 270 days from the first day of filming)	\$635.50	
Annual permit - unlimited locations	\$723.70	

Gas Permits		
Domestic Type Installations:		
For the first appliance	\$71.40	
For each additional appliance	\$30.10	
For each inspection exceeding two in number where a re-inspection permit is issued in respect of any installation or alteration	\$118.40	
Commercial and Industrial Installations for each appliance installed on the one permit:		
Equipment with input of 20 kW or less	\$71.40	
Equipment with input greater than 30 kW to 120 kW	\$80.00	
For each re-inspection on any commercial or industrial installation due to faulty workmanship or materials	\$89.30	
For each inspection exceeding two in number made on any commercial or industrial installation	\$71.40	
For inspection outside normal working hours, per hour	\$142.30	per hour
For vent and/or furnace plenum (no appliance)	\$71.40	
For piping (no appliance):		
For first 30 metres or part thereof	\$71.40	
Each additional 30 metres or part thereof	\$31.10	

Blasting Permits		
The fees payable for the issuance of a blasting permit for blasting on any one parcel are as follows:		
For a period not longer than ten days from the date issued	\$71.40	
For a period longer than ten days but no longer than thirty days from the date issued	\$118.40	
For a period longer than thirty days but no longer than sixty days from the date issued	\$176.60	

Installation, Replacement, Renewal, Alteration or Repair of Oil Burning Appliances or Tanks		
Oil Burning Appliances:		
20 kW or less	\$71.40	
Greater than 20 kW to 60 kW	\$75.80	
Over 60 kW	\$78.90	
Oil Storage Tank	\$71.40	
Compressed Gas Appliance and Storage Tank:		
First appliance	\$71.40	
Each additional appliance	\$33.30	
Underground Storage Tank for the storage of gasoline	\$71.40	

Engineering Construction		
Sidewalk Panels (measured in linear metres, 1.5 metres wide):		
First 3 metres or portion	\$1,201.60	
Each subsequent metre	\$266.20	
Curb and Gutter (measured in linear metres):		
First three metres or portion	\$1,391.30	
Each subsequent metre	\$290.70	
Extruded Driveway Curb (each, up to 6 metres wide)	\$822.10	
Each subsequent metre of extruded driveway curb over 6 metres	\$78.50	
R-9 Driveway Crossing (each, up to 6 metres wide)	\$4,363.60	
Extruded Curb (measured in linear metres, redevelopments above \$200,000 require a new extruded driveway crossing and new extruded curbing along the whole frontage):		
First metre of extruded curb	\$302.90	
Each subsequent metre of extruded curb	\$57.10	
Replacement of Survey Monument		
Standard Integrated	\$2,100.00	per monument
Secondary Benchmark	\$3,500.00	per monument
Federal Benchmark	\$5,500.00	per monument
High Precision	\$7,500.00	per monument
GeoBC Registration	\$50.00	per monument
GeoBC Survey	\$500-\$1,000	per survey

Development Applications		
Preliminary		
Required as a first step in most development applications	\$780.00	
Proforma evaluation for applications within designated Centres where Community Amenity Contribution policy stipulates	\$10,700.00	at cost (deposit)
Early consultation for applications where required	\$2,000.00	
Rezoning (including text or map amendments) and Heritage Revitalization Agreements		
Base Fee	\$3,625.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,750.00	
Scanning Fee	\$235.00	
Total	\$6,610.00	
Multi-Family – base fee plus	\$30.00	per residential unit

Official Community Plan Amendment		
Base Fee	\$3,625.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,750.00	
Scanning Fee	\$235.00	
Total	\$6,610.00	
For change in land use or increased residential density - base fee plus	\$57.50	per 100 m ² of floor area
Additional Public Hearing Fees		
Additional Public Hearing (where required for a Rezoning, or Official Community Plan Amendment application)	\$2,750.00	
Additional Public Hearing Signs (where required to ensure good visibility)	\$520.00	
Development Permit - Minor		
Minor façade or design changes to an issued DP; Additions of less than 1,000 sq.ft. (93 m ²) in DP area; and Telecommunications facilities involving changes to existing facilities	\$1,125.00	
Scanning fee	\$55.00	
Total	\$1,180.00	
Minor Development Permit Exemption Letter	\$310.00	
Sign Permits		
Application for new sign(s) that is/are in accordance with the Sign Bylaw, and may be reviewed and issued by staff (including review of the sign package)	\$125.00	for the first sign
Each additional sign	\$80.00	
Application for an alteration to a sign permit	\$65.00	for the first sign
Each additional sign	\$35.00	
Minor Development Permit for a sign or sign package where the sign(s) is/are not in accordance with either the Sign Bylaw or the approved Development Permit	\$545.00	per site
Development Permit – Major (some applications may require more than one Development Permit application and fee)		
Form and Character		
Form and character for multi-family, commercial or industrial developments;	\$3,800.00	
DP for new telecommunications facilities involving new tower		
Scanning fee	\$235.00	
Total	\$4,035.00	
Multi family where no rezoning – base fee plus	\$30.00	per residential unit

Environmental or Hazardous Conditions		
Single Family: (For single family (RS) zoned properties involving more than one development permit, where new development is occurring, the fee for all the Development Permits shall be the fee of the highest value Development Permit plus \$110 for each additional Development Permit fee)		
Protection of the Natural Environment DPA	\$110.00	per parcel for renovations on the existing parcel
	\$540.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Streamside Protection DPA – Single Family	\$110.00	per parcel for renovations on the existing parcel
	\$540.00	per new single family dwelling or per new single family parcel in a proposed subdivision
In stream restoration or habitat enhancements	\$0.00	
Wildfire Hazards DPA:	\$265.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Creek Hazards DPA:	\$110.00	per parcel for renovations on the existing parcel
	\$540.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Slope Hazards:	\$110.00	per parcel for renovations on the existing parcel
	\$540.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Scanning fee	\$55.00	
Development Permit Exemption Letter	\$55.00	

Other than single family		
Environmental, or Hazardous Conditions	\$610.00	per 10,000 sq.ft. (929 m ²) of affected site area with a minimum fee of \$610
Scanning fee	\$235.00	
Development Permit Exemption Letter	\$55.00	
Development Variance Permit		
Single Family		
For three variances or less	\$615.00	
Scanning fee	\$30.00	
Total	\$645.00	
For four variances or more	\$910.00	
Scanning fee	\$30.00	
Total	\$940.00	
Other than Single Family	\$1,225.00	
Scanning fee	\$235.00	
Total	\$1,460.00	
Temporary Use Permit	\$1,225.00	
Scanning fee	\$235.00	
Total	\$1,460.00	
Subdivision		
Subdivisions	\$1,325.00	base fee (includes parent parcels)
Fee per new lot created	\$255.00	per additional lot
Scanning fee	\$235.00	
Strata-titling of currently occupied buildings	\$3,050.00	
Consolidation or lot line adjustment	\$1,040.00	
Subdivision creating an air space parcel	\$3,500.00	per air space parcel
Scanning fee	\$235.00	
Subdivision Conditions Letter extension	\$375.00	
Signing Fee (payable with the submission of the subdivision plans)	\$950.00	
Resubmissions		
This fee may be levied for additional reviews of building, landscape, engineering, survey or tree plans.		
Per resubmission	\$500.00	
Amendments		
Amendments to approved applications, where the amendment will require staff review and/or a public notification process, including:		
Applications to amend Subdivisions or Development Variance Permits; and Applications to amend existing restrictive covenants.	\$620.00	

Liquor Related Applications		
Special Occasion Licences		
Temporary change to a liquor licence	\$110.00	
Special Occasion Licence		
A private function (not open to the public and no more than 100 people in attendance)	\$30.00	
A public function (including not for profit events that are open to the public)	\$110.00	
Permanent Liquor Licences		
Applications for a new liquor licence or an amendment to an existing licence	\$1,760.00	
Public Notification Fee	\$1,650.00	
Legal Documents		
Site Specific Legal Documentation		
Fees for legal documents will be based on the costs associated with their preparation. When possible, standardized documents will be used.		charged at actual cost
Standard Servicing Agreement	\$625.00	
Renewal of Standard Development Servicing Agreement	\$625.00	
Special Services		
Where extraordinary work is required including municipal survey work, mediation work, or extraordinary public meetings.		charged at actual cost
Custom Research: Requests for detailed research of one or more properties.	\$120.00	per hour
Confirmation Letters: Requests for letters confirming the land use designation in the Official Community Plan or the Zoning of a particular site are requested but where no additional research is required.	\$75.00	

Administration Fees For Development Servicing		
An administration fee required in connection with all administrative costs incurred by the District in connection with the "Works" as defined in the Development Servicing Bylaw.	5.1%	up to and including \$100,000
	4.1%	on amount in excess of \$100,000
A design revision fee required in connection with incomplete design drawing submissions for review costs incurred by the District - Minimum charge 1 hour	\$88.20	per hour (\$88.20 minimum)

Permits Pursuant to the Environmental Protection and Preservation Bylaw		
Aquatic Area Permit	\$326.40	
Soil Permit		
Single Family Residential	\$187.70	
Industrial, Commercial, Multi-family	\$379.40	
Site Profile - for a Site Profile as specified on Schedule 1 of the Waste Management Act – Contaminated Sites Regulation	\$114.20	

Re-Inspection Fee		
Where it has been determined by the Environmental Protection Officer (EPO) that a site undertaking work governed by a permit issued pursuant to the Environmental Protection and Preservation Bylaw has not satisfactorily completed the work after the second inspection by the EPO then the following table of Inspection fees shall apply:		
First inspection to determine final compliance with EPPB Permit conditions; or EPO has to respond to a site regarding ineffective erosion control or other environmental damage complaint	\$0.00	
Second inspection to determine if deficiencies on first inspection have been corrected	\$0.00	
Third and all subsequent inspection(s) to determine if deficiencies on previous inspection(s) have been corrected	\$114.20	
Inspection Procedure		
The Environmental Protection Officer shall record all inspection records on an inspection sheet to be left with the operator in charge of the site and a copy to be filed with the Environment Department. The Environmental Protection Officer shall determine if an inspection fee is to be charged based on two previous inspections to the same site. Any requests for a third or any additional inspections shall be made through the Environment Department. Third and subsequent inspections shall not be conducted until the inspection fee has been received.		
Works Conducted Without a Permit		
If any works for which a permit is required by the Environmental Protection and Preservation Bylaw are commenced without a permit issued by the General Manager of Planning, Permits and Properties Division, the permit applicant for the proposed works shall pay double the fee prescribed as set out in the Fee section of this Bylaw.		
Preliminary Site Review		
Environmental Requirements - A preliminary plan review and/or site inspection including required liaison with other jurisdictions. The service includes an analysis of a proposed development, building, or structure for compliance with Bylaw 6515: Environmental Protection and Preservation Bylaw and/or other requirements as related to stream or waterfront setbacks.	\$134.60	

Tree Permits Pursuant to the Tree Protection Bylaw		
For tree(s) meeting the criteria outlined in Section 14(a) in the Tree Protection Bylaw		
To cut protected tree(s) or large-diameter tree(s)	\$83.60	
For each protected tree or large-diameter tree to be removed up to and including four trees	\$73.40	
For the removal of five or more protected trees or large-diameter trees	\$346.80	
For development involving the removal of ten or more protected trees or large-diameter trees on a parcel greater than 1 hectare	\$1,795.20	
Inspection and Re-inspection Fees		
The following fees shall apply for inspections undertaken to determine whether or not to release a security deposit held under the Tree Protection Bylaw:		
First inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order to Comply, copy of which shall be left at the site.	\$0.00	
Second Inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order To Comply, a copy of which shall be left at the site.	\$0.00	
Third Inspection - After expiration of an Order to Comply given on the second inspection, the third and all subsequent inspections will be undertaken to determine if deficiencies noted on previous inspections have been corrected. Deficiencies are noted on an Order to Comply left at the site.	\$114.20	
Where it has been determined that work or development permitted pursuant to the Tree Protection Bylaw has not been satisfactorily completed, the following fees shall apply with respect to inspections:		
Inspection relating to tree protection barrier, retained tree or replacement tree	\$114.20	
Inspection to determine compliance with tree permit or bylaw	\$114.20	
The environmental compensation fee payable pursuant to section 15(b) of the Tree Protection Bylaw	\$530.40	
Installation of Street Tree(s)	\$695.60	

Amended by: 7365 7516 7581 7632 7691 7740 7794 7814 7871 7911 7917 7960 8020 8037 8088

Schedule C

PARKS AND RECREATION FEES

Cates Park Boat Launch		
Annual Pass – non-resident	\$245.00	
Annual Pass - resident	\$159.95	
Daily Launch	\$18.67	

Gallant Wharf – Prepaid Moorage Rates/Foot		
Winter		
Monthly	\$7.67	
3 Months	\$21.81	
6 Months	\$39.48	
Summer		
Monthly	\$10.38	
3 Months	\$29.19	
6 Months	\$51.90	

Gallant Wharf Ticket Machine Rates		
Rate (Up to 16 ft.)		
2 hour	\$3.43	
6 hour	\$11.10	
12 hour	\$22.43	
Rate (Over 16 ft. up to 20 ft.)		
2 hour	\$4.38	
6 hour	\$12.95	
12 hour	\$26.00	
Rate (Over 20 ft. up to 24 ft.)		
2 hour	\$4.86	
6 hour	\$14.57	
12 hour	\$29.14	
Rate (Over 24 ft. up to 28 ft.)		
2 hour	\$5.29	
6 hour	\$16.24	
12 hour	\$32.38	
Rate (Over 28 ft. up to 32 ft.)		
2 hour	\$6.00	
6 hour	\$17.81	
12 hour	\$35.71	
Rate (Over 32 ft. up to 36 ft.)		
2 hour	\$6.52	
6 hour	\$19.48	
12 hour	\$38.95	

Picnic Events		
Covered Shelter 100+ people – 4 hours	\$115.24	
Covered Shelter 60 people – 4 hours	\$91.38	
Covered Shelter 40 people or less – 4 hours	\$66.52	

Lynn Canyon Park		
Buses 24 seats and under	\$26.00	for two hours
Buses 25 seats and over	\$44.70	for two hours
Annual Bus Pass - (24 seats and under)	\$878.10	per bus per year
Annual Bus Pass - (25 seats and over)	\$1,204.50	per bus per year

Ecology Centre		
Eco-Quest, Forest Quest Activity (Individual)	\$2.60	
Individual Programs	\$8.25	
Children's Summer Mini-Camps	\$65.00	
Birthday Parties 10 students (price per group)	\$130.00	
Groups		
Students age 3 to 12 (12 students or less)	\$70.00	
Students age 3 to 12 (13 to 30 students)	\$123.00	
Students age 13 to adult (12 students or less)	\$80.00	
Students age 13 to adult (13 to 30 students)	\$153.00	
Students age 13 to adult (31 to 45 students)	\$222.00	

Maplewood Farm		
Adult	\$7.33	
Child/Senior	\$4.43	
Peak Period (Adult)	\$8.48	
Peak Period (Child)	\$5.00	
Special Events (Adult)	\$8.48	
Special Events (Child)	\$5.52	
Annual Family Membership	\$122.90	
Behind the Scenes General	\$23.57	
Behind the Scenes Member	\$12.33	
Pony Ride (per hour)	\$93.43	per hour
Prepayment Plan		
Group size 0-8	\$121.67	
Group size 9-15	\$243.00	
Group size 16-25	\$364.43	
Group size 26-50	\$728.81	
Group size 51-75	\$971.76	
Group size 76-100	\$1,214.71	
Birthday Party Packages:		
Basic Room Rental	\$50.00	per hour
Themed Party Packages:		
Bronze Package	\$125.00	
Silver Package	\$200.00	
Gold Package	\$280.00	
Platinum Package	\$405.00	

Amended by: 7296 7365 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960 8020 8088

Schedule D

PROTECTIVE SERVICES FEES

Fire Services Fees Pursuant to Fire Services Bylaw		
Information requests	\$163.20	per civic address or request
Fire Safety Plan		
Review for new Fire Safety Plans	\$163.20	
Annual review of existing Fire Safety Plans	\$54.10	
Charge to developer for DNV to develop a Pre-Fire Plan	\$805.80	
Review Pre-Fire Plan	\$111.20	
Charge if submitted drawings are not in format acceptable to DNV	\$326.40	
Permit Fees		
The fees hereinafter specified must be paid to the District by all applicants for any Permit required by this Bylaw, or under the Fire Code adopted by this Bylaw, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said Permit is required:		
For any installation of gasoline tanks, oil tanks, diesel tanks and dispensing pumps:		
2,300 L (500 I.G.)	\$15.30	
2,301-4,600 L (501-1,000 I.G.)	\$20.40	
4,601-23,000 L (1,001-5,000 I.G.)	\$31.60	
23,001-46,000 L (5,001-10,000 I.G.)	\$41.80	
46,001-115,000 L (10,001-25,000 I.G.)	\$62.20	
115,001-230,000 L (25,001-50,000 I.G.)	\$104.00	
230,001-460,000 L (50,001-100,000 I.G.)	\$156.10	
460,001-920,000 L (100,001-200,000 I.G.)	\$208.10	
920,001-2,300,000 L (200,001-500,000 I.G.)	\$260.10	
Each dispensing pump	\$10.20	
Inspections and installation of domestic and commercial oil burners:		
Each domestic installation	\$5.10	
Each commercial installation	\$10.20	

North Vancouver RCMP Services		
Criminal Record Check	\$57.50	
Criminal Record Check – Volunteers – Local Residents	\$0.00	
Police Certificate (Including prints if required)	\$57.50	
Fingerprints Taken (up to 2 sets – additional sets @ \$5.25 each)	\$57.50	
Local Police Records Checks	\$57.50	
Name Change Applications	\$57.50	
Taxi Permit Application/Annual Review	\$57.50	
Taxi-Biennial (2yr) Permit	\$115.00	
Taxi Permit (lost/replacement fee)	\$28.75	
MV 6020 – Motor Vehicle Accident Report	\$57.50	
Preliminary Collision/Traffic Analyst Report	\$57.50	
Full Collision/Traffic Analyst Report	\$600.00	
Field Drawing Reproduction	\$40.00	in addition to cost
Measurements	\$207.00	
Crash Data Retrieval Report	\$155.00	
Mechanical Inspection Report	\$57.50	in addition to cost
Police Reports	\$57.50	
Passport Letters	\$57.50	
Insurance Claim Letter	\$57.50	
Court Ordered File Disclosure (in addition to copying charge)	\$57.50	
Photographs (each – 4 x 6)	\$2.75	
Video Reproduction		
First hour	\$52.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$16.00	
Audio Reproduction		
First hour	\$52.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$5.00	
Forensic Video Analysis – Cost per hour	\$105.00	per hour
File Research – Cost per hour	\$50.00	per hour
Visa Application	\$57.50	
Security Licencing	\$57.50	
Photocopying charge per page	\$0.75	per page
Shipping Charge	\$5.00	in addition to cost
CD of Photographs	\$20.00	

Amended by: 7426 7434 7446 7581 7740 7814 7871 7917 7960 8020 8088

Schedule E

LICENSING AND FILM FEES

Filming		
Park fee – per film day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$1,250.00	
Park fee – Half day rate maximum 12 Hrs– Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$935.00	
Park fee – prep/wrap per day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$625.00	
Large Park fee - per film day - all other large parks	\$830.00	
Large Park fee – Half day rate maximum 12 Hrs	\$625.00	
Large Park fee – prep/wrap per day	\$415.00	
Neighbourhood Park fee – per film day	\$415.00	
Neighbourhood Park fee – Half day rate maximum 12 Hrs	\$310.00	
Neighbourhood Park fee – Prep/wrap per day	\$250.00	
Commercial Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	\$255.00	
Park Liaison Fee per hour	\$68.00	per hour
RCMP per hour and member (Corporal)	\$110.00	per hour
RCMP per hour and member (Sergeant)	\$130.00	per hour
Fire Officer per hour	\$160.00	per hour
Firefighter per hour	\$130.00	per hour
Permit fee per location	\$230.00	
Street filming user fee	\$155.00	
On street parking per 100 ft. per day	\$56.00	
Signs (new and replacement) per sign	\$15.50	
Modification of existing signs (per sign)	\$5.50	
Fire Hydrant Usage per day	\$60.00	
Garbage disposal (as needed)	\$75.00	

Animal Control and Welfare Licences		
Spayed or neutered dog	\$27.50	annual fee
Not spayed or neutered dog	\$70.00	annual fee
Not spayed or neutered dog 3 to 6 months of age	\$27.50	
Spayed or neutered aggressive dog	\$82.00	
Fee increase – On or after February 1, in the current year, the annual fees contained in this table are increased by	\$10.00	
Fee reduction - On or after September 1, in the current year, the annual fees contained in this table shall be reduced by 50 percent where an owner provides satisfactory proof to the Collector that:		
the owner only established residency in the District of North Vancouver within 30 days of the application date; or,		
the dog, for which the licence is sought, was acquired by the owner within 30 days of the application date.		
Replacement licence	\$5.25	

Impound and Maintenance		
First Impoundment		
Licensed Dog	\$98.90	
Unlicensed Dog	\$163.20	
Second Impoundment within 365 days		
Licensed Dog	\$280.50	
Unlicensed Dog	\$280.50	
Subsequent Impoundment within 365 days		
Licensed Dog	\$520.20	
Unlicensed Dog	\$520.20	
Maintenance	\$26.50	per day
Additional Impound Fees for Aggressive Dogs (licensed or unlicensed) (These fees are in addition to the impound and maintenance fees set out above):		
First Impoundment	\$213.20	
Subsequent Impoundment	\$765.00	
Surrender Fees:		
Spayed or Neutered Dog (requires proof of spayed/ or neuter)		
With Medical Records	\$86.70	
Without Medical Records	\$109.10	
Not Spayed or Neutered Dog		
With Medical Records	\$224.40	
Without Medical Records	\$224.40	
Spayed or Neutered Cat		
With Medical Records	\$56.10	
Without Medical Records	\$83.60	
Not Spayed or Neutered Cat		
With Medical Records	\$158.10	
Without Medical Records	\$181.60	
Additional Fee for a Non-Resident of the District	\$321.30	

Adoption		
Canines six months of age or older	\$214.20	
Canines up to six months of age	\$326.40	
Felines six months of age or older	\$137.70	
Felines up to six months of age	\$188.70	

Annual Park Use Permit		
Commercial Dog Walking Business - Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$571.20	
2	\$685.40	
3	\$804.80	
4	\$918.00	

Commercial Dog Walking Business - Not Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$846.60	
2	\$960.80	
3	\$1,085.30	
4	\$1,204.60	
Annual Commercial Dog Walker Permit Fees		
Annual Permit Fee	\$61.20	
Replacement Permit Fee (for name change)	\$31.10	

Horsekeeping Permit		
Impounding, transportation and maintenance		recovery of full cost
Horse Permit Application Fee (non-refundable)	\$122.40	

Fees For Business Licences		
Schedule of Licence Fees A		
Every person carrying on, maintaining, owning or operating within the municipality any business, trade, occupation, calling, undertaking or thing classified and set forth below shall pay to the municipality the amount of the licence fee set opposite to the business, trade, occupation, calling, undertaking or thing carried on, maintained, owned or operated by such person. The definitions in the Business Licence Bylaw 4567 apply to this bylaw.		
Unless otherwise indicated the licence fee is for a twelve-month period - January 1st to December 31st.		
Group 1 Miscellaneous		
Aquaculture	Environmental Technologist	
Advertising Agent	Funeral Parlour	
Agent or Canvasser	Golf Driving Range/Golf Course	
Auctioneer	Health Spa	
Banquet Hall	Ice Rink	
Bill Poster and Sign Company	Junk Yard	
Book Agent	Publishing	
Broker	Roller Rink	
Crematorium	Ski/Chairlift/Tram	
Dance Hall	Stevedoring	
Employment Agency	Tennis/Racquet Clubs	
Licence Fee		
One or two persons engaged in the business	\$283.40	
Three to five persons engaged in the business	\$416.70	
Six to ten persons engaged in the business	\$563.40	
Eleven to twenty persons engaged in the business	\$696.80	
Each additional ten persons engaged in the business	\$218.30	
Maximum	\$4,418.80	

Group 2 Financing and Various		
Banks	Mail Order	
Financing Agent	Money Lenders	
Guarantee or Bonding Company	Pawn Brokers	
Investment Company		
Licence Fee		
One to twenty-five persons engaged in the business	\$1,384.70	
Twenty-six to fifty persons engaged in the business	\$1,960.20	
Fifty-one to one hundred persons engaged in the business	\$2,507.10	
Each additional ten persons engaged in the business	\$283.40	
Maximum	\$4,418.80	
Group 3 Professional Services		
Accountant	Physiotherapist	
Architect	Podiatrist	
Barrister	Psychiatrist	
Chiropractor	Psychologist	
Dental Technician	Radiologist	
Dentist/Dental Surgeon	Registered Massage Therapist	
Engineer	Solicitor	
Lawyer	Surgeon	
Medical Practitioner or Specialist	Surveyor	
Notary Public	Veterinary Services	
Optometrist	Professional Services	
Orthodontist	Unclassified	
Physician		
Licence Fee		
One or two persons engaged in the business	\$283.40	
Three to five persons engaged in the business	\$790.50	
Six to ten persons engaged in the business	\$1,543.50	
Eleven to twenty persons engaged in the business	\$2,810.30	
Each additional ten persons engaged in the business	\$1,344.00	
Maximum	\$4,418.80	
Group 4 Social Escort Services		
Licence Fee	\$4,418.80	
Group 5 Licenced Beverage Establishments		
Liquor Primary Establishment		
For the first ten seats	\$777.30	
For each additional ten seats or any portion thereof	\$90.40	
To a maximum of	\$4,418.80	
Food Primary Establishment		
For the first ten seats	\$387.00	
For each additional ten seats or any portion thereof	\$27.60	
To a maximum of	\$4,418.80	

Schedule of Licence Fees B		
Group 1 Areas		
Rental Properties		
0 to 90 square metres	\$35.30	
Each additional 90 square metres or portion thereof	\$35.30	
Maximum	\$4,418.80	
Storage Areas		
0 to 1,860 square metres of ground space	\$415.70	
1,861 to 4,650 square metres of ground space	\$975.80	
4,651 to 7,440 square metres of ground space	\$1,478.50	
7,441 to 10,230 square metres of ground space	\$1,973.50	
10,231 to 13,020 square metres of ground space	\$2,470.80	
13,021 to 15,810 square metres of ground space	\$2,987.80	
15,811 to 18,600 square metres of ground space	\$4,418.80	
Each additional 2,790 square metres of ground space or portion thereof	\$342.90	
Maximum	\$4,418.80	
Warehousing		
0 to 930 square metres of floor space	\$614.10	
931 to 2,790 square metres of floor space	\$1,278.90	
2,791 to 4,650 square metres of floor space	\$1,960.20	
4,651 to 6,510 square metres of floor space	\$2,621.70	
6,511 to 8,370 square metres of floor space	\$3,286.60	
8,371 to 10,230 square metres of floor space	\$3,969.00	
10,231 to 12,090 square metres of floor space	\$4,410.00	
Each additional 1,860 square metres of floor space or portion thereof	\$548.00	
Maximum	\$4,418.80	
Group 2 Units		
Licence Fee		
Apartment	\$25.40	each space
Automobile Parking Lot	\$5.60	each space
Bed and Breakfast	\$75.00	each room
Billiard/Pool Hall	\$55.10	each table
Boarding House	\$13.20	each room
Bowling Alley	\$55.10	each alley
Coin Operated Coat Hanger Stands	\$28.70	each stand
Coin Operated Laundromat/Dry-Clean	\$16.60	each machine
Curling Rink	\$55.10	each sheet
Dormitory	\$13.20	each room
Hotel/Rooming House	\$13.20	each room
Mobile Canteen	\$218.30	each unit
Motel	\$25.40	each unit

Marina		
Up to 50 leased spaces	\$140.10	
51 to 100 leased spaces	\$217.20	
101 to 200 leased spaces	\$366.00	
201 to 300 leased spaces	\$495.10	
301 to 400 leased spaces	\$647.20	
401 to 500 leased spaces	\$780.60	
501 to 600 leased spaces	\$911.80	
601 to 700 leased spaces	\$1,062.80	
701 to 800 leased spaces	\$1,194.10	
801 to 900 leased spaces	\$1,342.80	
901 to 1,000 leased spaces	\$1,472.90	
Post Box Rental Agency	\$1.20	each post box
Theatre	\$1.20	each seat
Theatre - Drive-in	\$1.20	each stall
Vending Machine Fee		
Group 1 - no coin to operate	\$65.10	for each machine
Group 2 - \$0.06 to \$0.25 to operate	\$35.30	for each machine
Group 3 - \$0.26 to \$0.99 to operate	\$70.60	for each machine
Group 4 - \$1.00 or more to operate	\$100.40	for each machine
Group 5 - music systems	\$100.40	for each machine
Group 6 - amusement machines	\$230.50	for each machine
Maximum	\$4,418.80	
Group 3 Itinerants		
Licence Fee		
Carnival	\$125.70	for each day
Circus	\$125.70	for each day
Concert Hall	\$65.10	for each day
Dog or Cat Show	\$24.30	for each day
Exhibition	\$65.10	for each day
Horse or Pony Show	\$37.50	for each day
Musical Attraction	\$65.10	for each day
Promoter of Entertainment	\$125.70	for each day
Promoter of Sporting Event	\$252.50	for each day
Theatrical Show (when held in other than a duly licenced theatre)	\$14.40	for each day
Other form of itinerant show, entertainment, amusement or exhibition	\$65.10	for each day
Solicitation for Charity	\$5.60	for each day
Film Production (Non-Resident Business)	\$25.40	annually

Schedule of Licence Fees C		
Group 1 Contractors		
Acoustical	Intercommunications	
Air Conditioning	Lawn Irrigation	
Alarm Systems	Land Clearing	
Arborite (Counter Tops)	Landscape/Gardening	
Blacktopping	Land Surveyors	
Blasting	Locksmith	
Brickwork/Masonry	Logging	
Building	Machine Shop	
Bulldozing	Marble	
Cabinets and Vanities	Millwork	
Caulking	Overhead Doors	
Ceramic Tile	Painting	
Cement Finishing	Paving	
Concrete	Plastering/Stucco	
Crane Service	Power Sweeping	
Cutting and Coring	Plumbing	
Demolition	Refrigeration	
Disposal Service	Road Marking	
Ditching	Roofing	
Door Sales/Installation	Sandblasting	
Draft Sealing	Sanitary	
Drainage	Sash and Door	
Drilling	Siding	
Drywall	Sign Painter	
Electrical	Sprinkler	
Electronics	Structural/Reinforcing Steel	
Elevator/Skip Hoist	Tree Service	
Excavating/Backfill	Upholstery	
Fencing	Ventilation	
Finish Carpentry	Waterproofing	
Flooring	Weatherproofing	
Framing	Welding	
General Contractor	Window Sales/Installation	
Glazing	Wrecking	
Hauling	Wrought Iron	
Insulation		
Licence Fee		
One or two persons engaged in the business	\$138.90	
Three to five persons engaged in the business	\$282.20	
Six to ten persons engaged in the business	\$416.70	
Eleven to twenty persons engaged in the business	\$696.80	
Each additional ten persons engaged in the business	\$282.20	
Maximum	\$4,418.80	

Group 2 Services		
Accounting Services	Interior Decorator	
Appraisal Services	Junk Pick-Up Services	
Auditing Services	Manufacturer's Agent	
Audio/Video Production	Marine Service	
Auto Accessories Sales/Installations	Marine Service Station	
Auto Marine Towing	Marketing	
Automobile Body Repair Shop	Mobile Hairdressing	
Automobile Reconditioning/Polishing	Office Equipment Services	
Automobile Service (Mobile)	Pedlars/Hawkers/Hucksters	
Automobile Services Garage	Pest Control	
Automobile Service Station	Pet Services	
Bookkeeper/Stenographer	Photographer	
Business Office	Property Management	
Collection Agent	Real Estate Sales	
Commercial Art	Recording Studio	
Commercial/Industrial Sales	Representatives	
Computer Services	Research Laboratory	
Consulting Service	Restoration Services	
Courier Service	Security Services	
Disco Music Service	Swim School	
Distributors	Tanning Studios	
Dog-walking Business	Telephone Equipment Sales/Service	
Drafting and Design Services	Tire Sales and Service	
Driving School	Transfer/Express Company	
Electro-plating/polishing	Vacuum Cleaner Sales/Services/Installation	
Equipment rental	Vehicle Repair	
Fuel Dealer	Vehicle Undercoating	
Gold/Silversmiths	Vehicle/Boat Rental	
Gym/Steam Baths	Weight Control Services	
Importers/Exporters	Wheel Alignment	
Instrument Sales/Service	Word Processing	
Insurance Agency		
Licence Fee		
One or two persons engaged in the business	\$165.40	
Three to five persons engaged in the business	\$298.80	
Six to ten persons engaged in the business	\$446.60	
Eleven to twenty persons engaged in the business	\$731.00	
Each additional ten persons engaged in the business	\$298.80	
Maximum	\$4,418.80	

Group 3 General		
Appliance Repair	Music School	
Boat Builders/Repairs	Nursing Home	
Boat/Bus Charter	Oil Storage Depot	
Boiler Sales/Service	Outboard Motors Sales/Service	
Booming Ground	Piano Tuning/Repairs	
Business College or Trades School	Plating	
Carpet Cleaners	Pressure Cleaning	
Carpet Sales/Installation	Private Hospital	
Caterer	Printer	
Child Care Facilities	Processor	
Chimney Sweep	Pumps Sales/Service/Installation	
Dancing Academy	Public Stenographer	
Dental Mechanic	Recycling	
Dressmaker	Riding Academy	
Equipment Sales/Service/Installation	Salvage	
Film Production	Shipyard	
Fire Extinguishers Sales/Service	Spray Services	
Fireplace Sales/Installation	Storage Facility	
Furniture Stripping/Finishing	Taxi Services	
Gas, Oil, Installations	Teacher	
General Household Repairs	Tool Makers	
Grain Storage	Telephone Answering Service	
Heavy Duty Equipment, Sales/Service	Tour/Guide Services	
Hobby Beer and Wine Making Establishment	T.V./Radio Repairs/Service	
Home Crafts	Towel/Uniform Service	
Janitorial Service	Underwater Services	
Machinery Sales/Service Installation	Vacuum Cleaner Service	
Masseur	Venetian Blinds Sales/Service	
Mechanical Repairs	Watch Repair	
Milk and Delivery Sales	Wholesaler	
Manufacturer	Wood Stove Sales/Installation	
Licence Fee		
One or two persons engaged in the business	\$138.90	
Three to five persons engaged in the business	\$282.20	
Six to ten persons engaged in the business	\$416.70	
Eleven to twenty persons engaged in the business	\$696.80	
Each additional ten persons engaged in the business	\$282.20	
Maximum	\$4,418.80	
Notwithstanding the number of persons engaged in a child care business, the fee payable shall not exceed \$138.90.		
Registered Society		
Adult Care Facilities (includes facility in a Single Family Residential Unit)		
Child Care Facilities (includes facility in a Single Family Residential Unit)		
Day Care		
Hospitals		
Schools		
Places of Religious Worship		
Business Office		
The fee for operators in this section is \$0		

Schedule of Licence Fees D		
Group 1 Shops and Stores		
Aesthetician	Restaurant	
Automobile Dealer	Retail Food Services	
Barber	Retail Trader	
Cleaner and Dryer	Recreation Vehicle Sales/Service	
Hair Salon	Second-Hand Dealer	
Laundry	Shoe Repair	
Mobile Home Sales/Service	Tailor	
Marine Sales and Chandlery	Travel Agent	
Nail Salon	Truck/Trailer Sales/Service	
Photographic Studio	Video Rentals/Sales	
Licence Fee		
First 70 square metres of sales, service, display and storage space or any portion thereof contained within the building	\$165.40	
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, up to 900 square metres	\$101.40	
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, in excess of 900 square metres	\$41.90	
Each 90 square metres or portion thereof of outside ground storage area adjacent to the building	\$15.40	
Maximum	\$4,418.80	

Schedule of Licence Fees E		
Group 1 Unclassified		
Every person carrying on within the Municipality any business, trade, employment, occupation, or calling not hereinbefore enumerated, shall pay to the Municipality a fee as follows:		
One or two persons engaged in the business	\$138.90	
Three to five persons engaged in the business	\$282.20	
Six to ten persons engaged in the business	\$416.70	
Eleven to twenty persons engaged in the business	\$696.80	
Each additional ten persons engaged in the business	\$282.20	
Maximum	\$4,418.80	
Re-Inspection Fee	\$81.60	

Schedule of Licence Fees F		
There is no Schedule of Licence Fees F		

Schedule of Licence Fees G

The fee payable by any person for an Inter-Municipal Business Licence is the fee applicable to the specific category of business plus an administration fee of \$60.00

The categories of businesses which are eligible for an Inter-Municipal Business Licence are:

Acoustical	Janitorial Service
Air Conditioning	Land Clearing
Alarm Systems	Landscape/Gardening
Alterations and Repairs	Land Surveyors
Appliance Repair	Lathing
Arborite (Counter Tops)	Locksmith
Architects	Logging
Awnings	Marble
Blacktopping	Mechanical/Mechanical Equipment Installation
Blasting	Metal Worker
Brickwork/Masonry	Millwork
Building	Moving (Building)
Building Movers	Oil Worker
Bulldozing	Ornamental Ironwork
Cabinets	Painting/Decorating
Cable Installation	Paving
Carpenter	Pest Control
Carpet Cleaner	Pile Driving
Caulking	Pipe Bending and Fabricating
Cement Finishing	Pipeline
Chimney Service	Plastering/Stucco
Cladding	Plastic
Concrete	Plumbing
Concrete Pumping	Power Sweeping/Vacuum
Construction Manager	Pressure Washing
Crane Operator	Pump Maintenance/Installation
Cutting and Coring	Rails
Decking	Refrigeration
Demolition	Reinforcing Steel
Disposal Service	Restoration
Ditching	Road Builders
Diving	Roofing
Doors - Overhead, etc.	Sandblasting
Draft Sealing	Sanitary
Drainage	Saunas
Drilling	Scaffolding
Drywall/Plasterer	Security and Alarms
Electrical	Sewers
Electronics	Sheet Metal

Elevator/Skip Hoist	Shingler
Engineers	Shoring
Excavating/Backfill	Siding
Fabricating (Metal)	Signs - all
Fencing	Skylights
Fibreglassing	Sprinkler
Finish Carpentry	Steamfitters
Fireplaces (non-masonry)	Steel Erection
Fireproofing	Store Fixtures and Decorations
Flagging Services/Traffic Control	Swimming Pools
Flooring	Tanks
Framing	Terrazzo
Furnace Repair	Tile
Gas	Toilet Partitions/Shelving
General Household Repair/Handyman Service	Tree Service
Glazing	Upholstering
Gutters	Ventilation
Hauling	Waterproofing
Heating/Sheet Metal	Weatherproofing
Inspection Services	Welding
Insulation	Wood Preserving
Intercommunications	Wood Stove Installer
Iron Worker	Wrecking
Irrigation	Wrought Iron

Licence Transfer Fees

Where any licence or licences is or are transferred, a fee equal to 20% of the total fee for such a licence or licences shall be charged except that the minimum fee for a transfer is \$46.30

Amended by: 7365 7433 7632 7691 7740 7794 7814 7856 7871 7917 7960 8020 8035 8088

Schedule F

TRANSPORTATION FEES

Permit		
Activities on Road Allowance due to adjacent Development	\$113.00	+0.50/m ² /day
Storage of Waste Disposal Bins on Road Allowance	\$48.00	+\$15/week
Construction on Road Allowance	\$63.00	per occurrence
Special Events, Filming and Community Signs	\$41.00	per occurrence
Highway Use Permit (block watch party)	\$0.00	
Highway Construction and Planting Permit	\$123.00	
Newspaper Box Permit	\$44.00	

Signage		
Way-finding signage (design, manufacture and installation)	\$311.00	

Removal and Detention of Chattels and Obstructions		
The following fees, costs and expenses shall be paid by the owner of any chattel or obstruction removed, detained or impounded under this Bylaw:		
Removal of construction materials, furnishings, newspaper boxes, portable toilets, shopping carts, and other small items.		
Per person per hour	\$78.00	per hour
Per hour if excavating or lifting equipment required	\$135.00	
To Detain Per Day	\$11.00	per m ³
Removal of Industrial Waste Container, Construction Trailer, Portable Building and other large items:		
To Remove	\$1,142.00	
To Detain Per Day	\$78.00	

Amended by: 7794 7814 7856 7871 7917 7960 8020 8088

AGENDA INFORMATION

<input type="checkbox"/> Committee of the Whole	Date: _____
<input type="checkbox"/> Finance & Audit	Date: _____
<input type="checkbox"/> Advisory Oversight	Date: _____
<input type="checkbox"/> Other:	Date: _____


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COMMITTEE

Ocotber 7, 2014

File:

AUTHOR: Andy Wardell, Director, Financial Services

SUBJECT: William Griffin Community Recreation Centre, Security Issuing Resolution

RECOMMENDATION:

THAT the Finance and Audit Standing Committee recommend to Council:

"That Council approve borrowing from the Municipal Finance Authority of British Columbia, as part of the 2015 Spring Borrowing Session, \$28,000,000 as authorized through the William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012 and that the Greater Vancouver Regional District be requested to consent to our borrowing over a twenty (20) year term and include the borrowing in their Security Issuing Bylaw".

REASON FOR REPORT:

To obtain Council approval for a Security Issuing Resolution. This Resolution is necessary to secure debt financing through the MFA.

SUMMARY:

Council adopted Loan Authorization Bylaw 7968 on December 12, 2012 approving long term borrowing of \$28,000,000 to carry out the construction of a new William Griffin Community Recreation Centre. The project is targeted for completion in the Fall of 2016.

EXISTING POLICY:

Debt borrowing is governed by the *Community Charter*, *Municipal Finance Authority Act* and *Local Government Act*.

SUBJECT:**William Griffin Community Recreation Centre, Security Issuing Resolution**

October 6, 2014

Page 2

ANALYSIS:

The MFA is currently issuing debt instruments with ten year repayment terms as this is the most active segment of the market and the one in which they can achieve the most favourable borrowing rate. The District finances projects over twenty years; the MFA will do a refinancing for a further ten years after the repayment of the first ten years of borrowing.

The current 3% rate is the second lowest interest rate published by the MFA since the 2008 recession. Interest rates are expected to rise moving into late 2015 or early 2016.

Staff estimates an interest rate in the 3.5% range for the Spring of 2015. The last two debt issues by the MFA were 3.3% (Spring 2014) and 3.85% (Fall 2013). The continuing slow economic recovery has again placed pressure on interest rates lowering the current cost of borrowing from the MFA by .55%.

The MFA will flow the proceeds of the debt issue back to the District through the Greater Vancouver Regional District (GVRD) after withholding 0.60% for underwriting syndicate fees and an additional 1.00% as a Debt Reserve deposit which is refunded to the District, with interest, when the debt is retired. Of the \$28,000,000 issue, the District of North Vancouver will receive \$27,552,000 in April/May 2015.

Debt Financing	\$28,000,000
Bank Syndication Costs @ .6%	(168,000)
Debt Reserve Deposit @ 1%	(280,000)
Cash flow to Project	<u>\$27,552,000</u>

Timing/Approval Process:

The GVRD deadline for municipalities to submit Security Issuing Resolution for the MFA Spring 2015 Bond Issue is January 9, 2015.

Financial Impacts:

Interest cost, based on a projected 3.5% interest rate, will require principal and interest repayments of approximately \$1.9 million per annum or the equivalent of 2.4% on the tax levy. This amount will be prorated and included in the 2015 financial plan. The final amount will be confirmed by the MFA and GVRD and included in a 2015 financial plan amendment.

SUBJECT:

William Griffin Community Recreation Centre, Security Issuing Resolution

October 6, 2014

Page 3

Respectfully submitted,



Andy Wardell, Director, Financial Services

Attachments:

1. Draft Report to Council – William Griffin Recreation Centre - Security Issuing Resolution
2. William Griffin Recreation Centre Loan Authorization Bylaw 7968
3. Bylaw 7968 Certificate of Approval

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nw 3/14.</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

 Dept. Manager	 Director	 CAO
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The District of North Vancouver REPORT TO COUNCIL

October 7, 2014

File:

Tracking Number: RCA -

AUTHOR: Andy Wardell, Manager, Financial Services

SUBJECT: Security Issuing Resolution – William Griffin Recreation Centre

RECOMMENDATION:

THAT Council approve borrowing from the Municipal Finance Authority of British Columbia, as part of the 2015 Spring Borrowing Session, \$28,000,000 as authorized through the William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012 and that the Greater Vancouver Regional District be requested to consent to our borrowing over a twenty (20) year term and include the borrowing in their Security Issuing Bylaw.

REASON FOR REPORT:

The Finance and Audit Standing Committee of Council is recommending Council approval. This Resolution is necessary to secure debt financing through the MFA.

SUMMARY:

Council adopted Loan Authorization Bylaw 7968 on December 12, 2012 approving long term borrowing of \$28,000,000 to carry out the construction of the William Griffin Community Recreation Centre. The Security Issuing Resolution is required to complete the long term borrowing process.

The project is now under construction and cash flow timing is such that the \$28,000,000 will be required to complete the project between mid 2015 and the fall of 2016.

Timing/Approval Process:

The GVRD deadline for municipalities to submit Security Issuing Resolution for the MFA Spring 2015 Bond Issue is January 9, 2015.

Respectfully submitted,



Andy Wardell
Director, Financial Services

Attachments:

1. Report to Finance & Audit Committee – William Griffin Recreation Centre - Security Issuing Resolution
2. William Griffin Recreation Centre Loan Authorization Bylaw 7968
3. Bylaw 7968 Certificate of Approval

The Corporation of the District of North Vancouver

Bylaw 7968

A bylaw to authorize borrowing for the construction of a new William Griffin Community Recreation Centre

WHEREAS it is deemed desirable and expedient to construct a new William Griffin Community Recreation Centre;

AND WHEREAS the estimated cost of constructing a new William Griffin Community Recreation Centre is \$49,000,000 including debt issuing costs and interest during construction;

AND WHEREAS the total sum of \$28,000,000 is the amount of debt intended to be borrowed by this bylaw for constructing a new William Griffin Community Recreation Centre;

NOW THEREFORE, the Council of the Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012".

2. General

2.1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the construction of a new William Griffin Community Recreation Centre and to do all things necessary in connection there with and without limiting the generality of the foregoing:

- a) To borrow upon the credit of the Municipality a sum not exceeding \$28,000,000; and,
- b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with expansion of the William Griffin Community Recreation Centre.

2.2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 30 years.

READ a first time this the 29th day or October, 2012.

READ a second time this the 29th day or October, 2012.

READ a third time this the 29th day or October, 2012.

Certified a true copy of "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" as at Third Reading.

Municipal Clerk

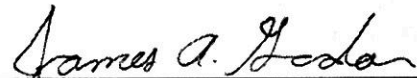
RECEIVED the approval of the Inspector of Municipalities this the 28th day of November, 2012

Note: Approval of the Electors not required pursuant to s.7 of BC Reg. 254/2004

ADOPTED this the 12th day of December, 2012




Mayor



Municipal Clerk

Certified a true copy



Municipal Clerk
October 7, 2014



Certificate of Approval

Under the authority of the *Local Government Act*, I certify that Bylaw No. 7968, cited as the "Williams Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" of the District of North Vancouver has been lawfully and validly made and enacted, and that its validity is not open to question on any ground in any court of British Columbia.

Dated this 29th day
 of January , 2013



Deputy Inspector of Municipalities of British Columbia

Bylaw 8036:Coach Houses

Materials to be circulated via agenda addendum.

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**Bylaws 8041, 8042, 8043, 8084:
Mixed Use Development at 2035 Fullerton Ave. (Larco)**

Materials to be circulated via agenda addendum.

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