AGENDA

REGULAR MEETING OF COUNCIL

Monday, July 6, 2015 7:00 p.m. Council Chamber, Municipal Hall 355 West Queens Road, North Vancouver, BC

Council Members:

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



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REGULAR MEETING OF COUNCIL

7:00 p.m. Monday, July 6, 2015 Council Chamber, Municipal Hall, 355 West Queens Road, North Vancouver

AGENDA

BROADCAST OF MEETING

- 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 7984 Rezoning 3568 Mt. Seymour Parkway
- Bylaw 8101 Rezoning 1241-1289 East 27th Street (Mountain Court)
- Bylaw 8103 Rezoning 1203 & 1207 Harold Road
- Bylaw 8122 Rezoning 3260 Edgemont Boulevard

1. ADOPTION OF THE AGENDA

1.1. July 6, 2015 Regular Meeting Agenda

Recommendation:

THAT the agenda for the July 6, 2015 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**

4. **RECOGNITIONS**

5. DELEGATIONS

5.1. Peter Thompson, Community Monitoring Advisory Committee p. 11-12 Re: Highlights from the 2014/15 Annual Report.

6. ADOPTION OF MINUTES

6.1. June 1, 2015 Regular Council Meeting p. 15-23

Recommendation: THAT the minutes of the June 1, 2015 Regular Council meeting be adopted.

6.2. June 15, 2015 Regular Council Meeting p. 25-33

Recommendation: THAT the minutes of the June 15, 2015 Regular Council meeting be adopted.

6.3. June 16, 2015 Public Hearing

p. 35-44

p. 45-53

Recommendation: THAT the minutes of the June 16, 2015 Public Hearing be received.

6.4. June 23, 2015 Public Hearing

Recommendation:

THAT the minutes of the June 23, 2015 Public Hearing be received.

7. RELEASE OF CLOSED MEETING DECISIONS

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. Bylaws 8103 and 8104: 1203 and 1207 Harold Road
 p. 57-114

 File No. 08.3060.20/030.14
 File No. 08.3060.20/030.14

At the request of Mayor Walton, the following resolution from the June 15, 2015 Regular Meeting of Council is put before Council for reconsideration pursuant to s. 131 of the *Community Charter*.

MOVED by Councillor BASSAM SECONDED by Councillor BOND

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8104, 2014" is given SECOND and THIRD Readings.

* 9.2. 2015 Community Service Grants Recommendations p. 115-167 File No. 10.4792.01/007

Recommendation:

THAT Council approve the 2015 Community Service Grants allocations of \$269,454 in accordance with Attachment A of the June 23, 2015 report of the Social Planner entitled "2015 Community Service Grant Recommendations";

AND THAT staff be directed to refer the request for an inflation adjustment to the Community Service Grant budget to the 2016 financial planning process.

* 9.3. 2015 Childcare Grants

p. 169-180

File No. 10.4750.20/010.000

Recommendation:

THAT Council approve funding in the amount of \$50,880 for the twenty-three childcare grant applications listed in Table 1 of the June 22, 2015 report of the Social Planner entitled "2015 Childcare Grants" with funds allocated from the Childcare Grant account;

AND THAT staff be directed to refer the request for an inflation adjustment to the Childcare Grant budget to the 2016 financial planning process.

* 9.4. Final Instalment of 2015 Core Funding Grants p. 181-198 File No. 05.1930/Grants and Sponsorships/2015

Recommendation:

THAT Council approve the \$469,080 final instalment of the \$770,673 core grant previously approved in the 2015 budget.

Capilano Community Services Society	\$59,234
North Shore Neighbourhood House	\$57,388
Boys' and Girls' Clubs of Greater Vancouver (Norvan)	\$13,610
Parkgate Community Services Society (youth)	\$103,480
Silver Harbour Centre Society	\$56,960
Family Services of the NS	\$34,680
North Shore Childcare Resources Program	\$36,343
North Shore Restorative Justice Society	\$24,401
Lynn Valley Services Society (Mollie Nye House)	\$22,984
Hollyburn Family Services Society	\$10,000
Parkgate Community Services Society (operating)	\$50,000
TOTAL	\$469,080

* 9.5. Sport and Recreation Travel Grant Recommendations p. 199-202

File No. 05.1930/Grants and Sponsorships/2015

Recommendation:

THAT the achievements of District of North Vancouver residents Anna Goodwin, Eliza Jane Kitchen, Katie Weaver, Jenna Sim, Kayden Sim and Brent Chapman be supported by awarding Sport and Recreation Travel Grants of \$200 each.

* 9.6. Bylaw 8125: Local Area Service Bylaw, Traffic Calming for p. 203-222 2900 Block Wembley Drive and 2800 Block Wembley Place File No. 11.5320.20/064.000

Recommendation:

THAT "Speed Humps: 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, Bylaw 8125, 2015" is ADOPTED.

* 9.7. Bylaw 8133 to Amend Street and Traffic Bylaw 7125 and p. 223-231 Bylaw 8134 to Amend Fees and Charges Bylaw 6481 File No. 11.5245.01/000.000

Recommendation:

THAT "The District of North Vancouver Street and Traffic Bylaw 7125, 2004, Amendment Bylaw 8133, 2015 (Amendment 14)" is ADOPTED.

THAT "The District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8134, 2015 (Amendment 46)" is ADOPTED.

* 9.8. Cates Park / Whey-ah-Wichen Canoe Festival July 10, 11 & 12, 2015 p. 233-234 File No. 12.5810.01

Recommendation:

THAT the Parks Control Bylaw 2733 be relaxed to permit overnight camping in Cates Park Whey-ah-Wichen for the Tsleil Waututh Nation Canoe Festival on July 10th, 11th and 12th, 2015.

 9.9. Bylaws 8101, 8102 and 8112: 1241 – 1289 East 27th Street –
 p. 235-333

 Mountain Court Rezoning Application
 File No. 08.3060.20/048.14

Recommendation:

THAT "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27th St.)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27th St.)" is given SECOND and THIRD Readings.

9.10. Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws p. 335-435 for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Cres. and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited) File No. 08.3060.20/054.14

Recommendation:

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)" is given SECOND Reading as amended.

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)" is given THIRD Reading.

THAT staff be directed to:

- 1. ensure that appropriate private dispute resolution mechanisms are in place for dealing with issues that may arise between the commercial and residential components of this proposed development; and,
- 2. include a clause in the Development Covenant restricting the operation of outdoor seating areas to the hours of 8:00a.m. to 11:00p.m.

THAT staff be directed to include a requirement in the Development Covenant that, prior to issuance of a building permit, a covenant be registered in favour of the District to establish the provision of commercial parking, free for the general public.

* 9.11. "Community Building Fund" & "Eligibility Criteria for Waiving p. 437-453 Municipal Permit Application Fees" Corporate Policies File No. 01.0115.30/002.000

Recommendation:

THAT the Corporate Policy "Community Building Fund" as outlined in the report of the Social Planner dated June 23, 2015 entitled "Community Building Fund" and "Eligibility Criteria for Waiving Municipal Permit Application Fees" Corporate Policies is approved;

AND THAT the Corporate Policy "Eligibility Criteria for Waiving Municipal Permit Application Fees" as outlined in the report of the Social Planner dated June 23, 2015 entitled "Community Building Fund" and "Eligibility Criteria for Waiving Municipal Permit Application Fees" Corporate Policies is approved.

9.12. Maplewood Village Centre Implementation Planning and p. 455-460 Maplewood Employment Lands Study

File No. 13.6480.30/00.003

Recommendation:

THAT staff be authorized to proceed with the Maplewood Village Centre Implementation Planning Process and Maplewood Employment Lands Study as outlined in the report of the Policy Planners dated June 17, 2015 entitled "Maplewood Village Centre Implementation Planning and Maplewood Employment Lands Study."

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 July 6, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

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DELEGATIONS

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Delegation to Council Request Form

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

5.1

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: <u>CMAC</u> (Community Monstery & Advised Title of Presentation: <u>Ifighlight's fa 2014/15</u> Annual Repation Name of person(s) to make presentation: <u>Peter</u> Thempison. ef al.					
Name of person(s) to make presentation: <u>reter und my charter</u>					
Purpose of Presentation: Requesting a letter of support Other (provide details below)					
Please describe:					
Highlights from the 2014/15 Annual Repair Respond to Council questions regarding the Seymon / Capilano Water Projects'					
Contact person (if different than above):					
Daytime telephone number: 604-985-5961 a 604-839-5961					
Daytime telephone number:604-985-5961 a 604-839-5961Email address:bedeconsulting @ shaw.ca.					
Will you be providing supporting documentation?					
If yes: Handout DVD					
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.
- 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.
- Delegations must represent an organized group, society, institution, corporation, etc. Individuals may not appear as delegations.
- 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.
- 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.
- 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

2504 Name of Delegate or Representative of Group Signature

13 April 2015

For Office Use Only

Approved by: Municipal Clerk Deputy Municipal Clerk	$\overline{\checkmark}$	Appearance date: Receipt emailed on:	bly 6,2015 April 13,2015
Rejected by:			1
Mayor		Applicant informed on:	
CAO		Applicant informed by:	

The personal information collected on this form is done so pursuant to the <u>Community Charter</u> and/or the <u>Local</u> <u>Government Act</u> and in accordance with the <u>Freedom of Information and Protection of Privacy Act</u>. 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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6.1

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, June 1, 2015 in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor R. Walton Councillor R. Bassam Councillor M. Bond Councillor J. Hanson Councillor R. Hicks Councillor L. Muri

Absent: Councillor D. MacKay-Dunn

Staff: Mr. D. Stuart, Chief Administrative Officer

- Mr. B. Bydwell, General Manager Planning, Properties & Permits
- Mr. G. Joyce, General Manager Engineering, Parks & Facilities
- Mr. D. Milburn, Deputy General Manager Planning and Permits
- Mr. D. Desrochers, Manager Engineering Projects and Development Services
- Mr. J. Gordon, Manager Administrative Services
- Ms. J. Paton, Manager Development Planning
- Ms. S. Dal Santo, Section Manager Planning Policy
- Ms. E. Geddes, Section Manager Transportation
- Ms. C. Walker, Chief Bylaw Officer
- Mr. F. Ducote, Planner 2 Urban Design
- Ms. K. Rendek, Planner 2
- Mr. D. Allan, Planner
- Ms. C. Archer, Confidential Council Clerk

1. ADOPTION OF THE AGENDA

1.1. June 1, 2015 Regular Meeting Agenda

MOVED by Councillor HICKS SECONDED by Councillor BASSAM

THAT the agenda for the June 1, 2015 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

2. PUBLIC INPUT

2.1. Ms. Ileana Gavrila, Pemberton Heights Community Association:

- Thanked the District for purchasing the Capilano United Church property; and,
- Presented Council with a sculpture titled "Our City" on behalf of Sunflower Daycare.

2.2. Ms. Shauna Ready, Pemberton Heights Community Association:

• Thanked the District on behalf of the Pemberton Heights Community Association Moms' Group for purchasing the Capilano United Church property.

2.3. Mr. Colin Metcalfe, President, Pemberton Heights Community Association:

• Thanked District Council and staff on behalf of the Association and local residents for purchasing the Capilano United Church property.

2.4. Mr. Eric Andersen, 2500 Block Derbyshire Way:

- Submitted an invitation to Blueridge Good Neighbour Day on behalf of the Blueridge Community Association.
- 2.5. Mr. Marc Josephson, 800 Block East 10th Avenue, Vancouver, Senior Development Manager for Grosvenor:
 - Commented on item 9.5;
 - Noted the development will be walkable and provide a gateway to Edgemont Village;
 - Mentioned there will be affordable housing options for people who want to stay in the neighbourhood; and,
 - Commented on plans for increased parking.

2.6. Ms. Roberta Perrin, 1000 Block Belmont Avenue:

- Spoke in favour of item 9.5; and,
- Remarked that Grosvenor has listened to resident concerns and provided opportunities for input.

2.7. Ms. Margie Goodman, 2700 Block Panorama Drive:

- Spoke in favour of item 9.1;
- Noted her property was flooded in 1989;
- Opined that the subject property is an eyesore and a hazard; and,
- Expressed concern that the deadline for compliance may be too long.

2.8. Mr. Jason Madill, 5000 Block Redonda Drive:

- Spoke in favour of item 9.5; and,
- Remarked he is looking forward to having more parking and a new full-service grocery store.

2.9. Mr. Beau Jarvis, Kennedy Avenue:

- Spoke in favour of item 9.5;
- Remarked that the developer has done a good job of addressing resident concerns;
- Commented that the development could help unlock single family housing stock in the area; and,
- Requested a pub be built in Edgemont Village in the future.

2.10. Mr. Murray Schults, 3400 Block Wellington Crescent:

- Spoke in favour of item 9.5;
- Commented that the development could provide affordable, entry-level homes; and,

• Suggested traffic calming for Ridgewood Drive.

2.11. Ms. Leetty Huang, 3000 Block Highland Boulevard:

- Spoke in favour of item 9.5;
- Noted she is an Edgemont Village business owner;
- Suggested that the development will create a gateway and unite the four corners of Edgemont; and,
- Complimented the modern design.

2.12. Mr. Jason Black, 900 Block Fairmont Road:

- Spoke in favour of item 9.5;
- Commented that the development will bring the community together and be good for business;
- Opined that four storeys is reasonable; and,
- Commented that the four-way stop at Edgemont Boulevard and Ridgewood Drive is frustrating.

2.13. Mr. Bill Phillips, 900 Block Canyon Boulevard:

- Spoke in favour of item 9.5; and,
- Noted the developer has been accommodating of residents.

2.14. Ms. Pippa Sugimoto, 700 Block Handsworth:

- Spoke in favour of item 9.5;
- Noted the developer has been accommodating;
- Expressed satisfaction that the building is not age-restricted; and
- Commented that she is looking forward to the new grocery store.

3. PROCLAMATIONS

3.1. Access Awareness Day – June 6, 2015

4. **RECOGNITIONS**

Nil

5. DELEGATIONS

5.1. Ms. Virginia Phillips, President and Adele Wilson, Vice President, Lynn Valley Services Society

Re: Lynn Valley Services Society: Background and Future Direction

Ms. Virginia Phillips, President, and Ms. Adele Wilson, Vice President, Lynn Valley Services Society, spoke about the programs and s ervices provided by the organization, highlighting a need for more space to be able to expand their services. Ms. Phillips requested the District allow the organization to use Lynn Valley Community Room and Recreation Centre for their programming.

MOVED by Councillor BOND SECONDED by Councillor BASSAM

THAT the delegation of Lynn Valley Service Society be received for information.

CARRIED

6. ADOPTION OF MINUTES

6.1. April 27, 2015 Special Council Meeting

MOVED by Councillor HICKS SECONDED by Councillor BASSAM THAT the minutes of the April 27, 2015 Special Council meeting be adopted.

CARRIED

6.2. May 4, 2015 Regular Council Meeting

MOVED by Councillor HICKS SECONDED by Councillor BASSAM THAT the minutes of the May 4, 2015 Regular Council meeting be adopted.

CARRIED

6.3. May 19, 2015 Public Hearing

MOVED by Councillor HICKS SECONDED by Councillor BASSAM THAT the minutes of the May 19, 2015 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 HANSON SECONDED by Councillor BASSAM

THAT items 9.2, 9.3, 9.4 and 9.9 be included in the Consent Agenda and be approved without debate.

CARRIED

9.1. Remedial Action Order – 2755 Panorama Drive, North Vancouver File No. 09.4000.30/000.001

Public Input:

Mr. Kristian Whitehead, 2700 Block Panorama Drive:

- Spoke in favour of the Remedial Action Order;
- Commented on the state of the subject property;

- Noted his property has been affected; and,
- Expressed concern regarding the length of time permitted by the order.

MOVED by Councillor MURI SECONDED by Councillor BASSAM

THAT Council resolve as follows:

1. Council considers that the property located at 2755 Panorama Drive, legally described as:

PID: 014-905-787 Lot 9, except part in plan 14059, of Lot 3 Block 9 District lot 626 Plan 1194

(the "Property")

Is in a condition that is so unclean as to be offensive to the community, and declares, cumulatively and individually, that the following matters and things are a nuisance:

- (a) The items identified and labelled as numbers 1 to 11 in the photographs attached as <u>Schedule A</u> to the Council Report prepared by the Property Use & Business Licence Coordinator and dat ed May 20, 2015 (the "Photographs");
- (b) The piles of accumulated materials identified and labelled as A to P in the photographs; and,
- (c) The wood platform identified and I abelled as number 12 i n the Photographs

(collectively, the "Matters and Things")

- Pursuant to section 72(2)(b)(i) of the *Community Charter*, Council imposes the following remedial action requirement on Charles S. Band and Constance L. Band, being the registered owners of the Property, (the "Owners"): completely remove from the Property the Matters and Things by no later than July 15, 2015 (the "Remedial Action Requirement").
- 3. The Remedial Action Requirement must be completed to the satisfaction of the Chief Bylaw Officer by the stipulated date.
- 4. In the event that the Owners fail to fully comply with the Remedial Action Requirement by the stipulated date:
 - a) The District may enter onto the Property and take all the necessary actions to fulfil the Remedial Action Requirement at the expense of the Owners in accordance with section 17 of the *Community Charter*, and,
 - b) The costs of such actions shall be treated as a debt owed to the District of North Vancouver which, if unpaid at the end of this calendar year, will be added to the property taxes for the next calendar year pursuant to s. 258 of the *Community Charter*.

9.2. Filing Under the Financial Information Act – 2014 Statement of Financial Information (SOFI) File No. 02.1760

MOVED by Councillor HANSON SECONDED by Councillor BASSAM

THAT the 2014 Statement of Financial Information (SOFI) of the District of North Vancouver be approved.

CARRIED

9.3. Council Remuneration and Expenses Paid During 2014 File No. 05.1960

MOVED by Councillor HANSON SECONDED by Councillor BASSAM

THAT the April 23, 2015 report of the Director – Financial Services entitled Council Remuneration and Expenses Paid During 2014 be approved.

CARRIED

9.4. Bylaws 8110 and 8109: 4343 Starlight Way (Monteray Elementary School) File No. 08.3060.20/050.14

MOVED by Councillor HANSON SECONDED by Councillor BASSAM

THAT "The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8110, 2015 (Amendment 14)" is ADOPTED.

THAT "The District of North Vancouver Rezoning Bylaw 1326, (Bylaw 8109)" is ADOPTED.

CARRIED

9.5. Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited) File No. 08.3060.20/054.14

Public Input:

Mr. Corrie Kost, 2800 Block Colwood Drive:

- Commented on the Staff Report; and,
- Requested that additional information regarding the zoning be provided.

MOVED by Councillor BASSAM SECONDED by Councillor HICKS

THAT Bylaw 8122 which rezones the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development

Zone 90 (CD90) to enable the development of a mixed use commercial/residential project, is given FIRST Reading;

THAT Bylaw 8123, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, is given FIRST Reading;

AND THAT Bylaw 8122 be referred to a Public Hearing.

CARRIED

With the consent of Council, Mayor Walton altered the agenda as follows:

9.7. Debris Hazard Impact Analysis

File No. 11.5225.01

MOVED by Councillor BASSAM SECONDED by Councillor MURI

THAT Council direct staff to award the Debris Hazard Impact Analysis project to BGC Engineering Inc. for \$795,000 and amend the Financial Plan Bylaw in the fall of 2015 to fund the project from Sewer & Drainage Reserve.

CARRIED

The meeting recessed at 8:55 pm and reconvened at 9:02 pm

9.6. Bylaws 7984 and 8081: 3568-3572 Mt. Seymour Parkway File No. 08.3060.20/060.10

MOVED by Councillor BASSAM SECONDED by Councillor HICKS

THAT "The District of North Vancouver Rezoning Bylaw 1291, (Bylaw 7984)" is given SECOND and THIRD Readings.

THAT "Housing Agreement Bylaw 8081, 2014 (3568-3572 Mt. Seymour Parkway)" is given SECOND and THIRD Readings.

CARRIED

Opposed: Councillors HANSON and MURI

9.8. Rezoning of Maplewood North Lands (Lot B Block X District Lot 469 and 611 New Westminster District Plan LMP33157) File No. 13.6655.20/000.000

MOVED by Councillor BASSAM SECONDED by Councillor BOND

THAT Council direct staff to prepare a new industrial/commercial zoning bylaw for Lot B Block X District Lot 469 and 611 N ew Westminster District Plan LMP33157 precluding uses related to mining, garbage disposal, and soil screening;

AND THAT Staff submit to Council, any complete building permit application received after June 8, 2015 for Lot B Block X District Lot 469 and 611 N ew Westminster District Plan LMP33157 which staff consider are in conflict with the bylaw under

preparation, for consideration of a resolution that the building permit or business licence be withheld for 30 days under Section 929 of the *Local Government Act*.

CARRIED

9.9. North Vancouver Recreation & Culture Commission (NVRC): Operating and Project Grant Recommendations File No. 10.4794.90/006.000

MOVED by Councillor HANSON SECONDED by Councillor BASSAM

THAT Operating Grants totalling \$108,500 be approved to support the operations and programming of ten (10) local arts, cultural and heritage groups;

THAT Project Grants totalling \$82,000 be ap proved to support sixteen (16) arts projects, community celebrations, cultural activities and festivals;

THAT a further \$23,000 be awarded to support three civic events: the Canada Day Celebration (at Waterfront Park), the Canada Day Parade and Remembrance Day;

AND THAT the District's 50% contribution to these grants (\$106,750) be released for payment, pending confirmed approval of these same recommendations by the City of North Vancouver.

CARRIED

9.10. Proposed Lynn Valley Town Centre Public Realm and Design Guidelines File No. 13.6480.30/002.005

Presentation: Ms. Karen Rendek, Planner 2, and Mr. Frank Ducote, Planner 2 – Urban Design.

MOVED by Councillor BASSAM SECONDED by Councillor BOND

THAT the May 20, 2015 report of the Policy Planner, which said guidelines are attached as Attachment 1, entitled Proposed Lynn Valley Town Centre Public Realm and Design Guidelines be approved;

AND THAT Bylaw 8119 is given FIRST, SECOND and THIRD Readings;

AND THAT Bylaw 8129 is given FIRST, SECOND and THIRD Readings.

CARRIED

9.11. Wembley Traffic Calming

File No.

This item was withdrawn from the agenda.

10. REPORTS

10.1. Mayor

Mayor Walton reported on the Lynn Valley Day events.

10.2. Chief Administrative Officer

Nil

10.3. Councillors

- **10.3.1** Councillor Bassam reported on:
 - His attendance at the Lynn Valley Day Gala event and the presentation of a Certificate of Appreciation to Mr. Eric Muira.
- **10.3.2** Councillor Bond reported on Bike Day in Canada held on May 25, 2015.
- **10.3.3** Councillor Muri noted that:
 - Blueridge Good Neighbour Day is on June 7, 2015; and,
 - The Seymour River Canyon Trails Connection Meeting, hosted by Metro Vancouver in response to the slide on the Seymour River, is taking place June 24 and 25.

10.4. Metro Vancouver Committee Appointees

Nil

11. ANY OTHER BUSINESS

Nil

12. ADJOURNMENT

MOVED by Councillor BASSAM SECONDED by Councillor MURI

THAT the June 1, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

CARRIED (10:00 pm)

Mayor

Municipal Clerk

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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, June 15, 2015 in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor R. Walton Councillor R. Bassam Councillor M. Bond Councillor J. Hanson Councillor R. Hicks Councillor D. MacKay-Dunn Councillor L. Muri

Staff:Mr. D. Stuart, Chief Administrative Officer
Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Mr. A. Wardell, Director – Financial Services
Mr. J. Gordon, Manager – Administrative Services
Mr. S. Ono, Acting General Manager – Engineering, Parks & Facilities
Ms. J. Paton, Manager – Development Planning
Ms. M. Welman, Manager – Strategic Communication & Community Relations
Ms. J. Pavey, Section Manager – Environmental Sustainability
Mr. M. Hartford, Planner
Ms. C. Archer, Confidential Council Clerk

1. ADOPTION OF THE AGENDA

1.1. June 15, 2015 Regular Meeting Agenda

MOVED by Councillor BASSAM SECONDED by Councillor HICKS

THAT the agenda for the June 15, 2015 Regular Meeting of Council for the District of North Vancouver be adopted as circulated, without item 9.11.

DEFEATED

Opposed: Mayor WALTON and Councillors BOND, MURI, MACKAY-DUNN and HANSON

MOVED by Councillor MURI SECONDED by Councillor BOND

THAT the agenda for the June 15, 2015 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 Opposed: Councillor BASSSAM

2. PUBLIC INPUT

2.1. Ms. Janice Edmonds, North Shore NOPE, 700 Block Baycrest Drive:

- Commented on the Trans Mountain pipeline on behalf of North Shore NOPE;
- Noted that the group is opposed to the expansion of pipelines; and,
- Opined that the National Energy Board process is flawed.

2.2. Ms. Brittany Barnes, Capilano Students Union, 200 Block East 3rd Street:

- Commented on student housing at Capilano University;
- Noted that the Capilano Students Union is advocating for student housing; and,
- Requested District support.

2.3. Mr. Taylor Wilson, Capilano Students Union, 300 Block East 4th Street:

- Commented on student housing at Capilano University;
- Noted Darwin Properties is making a proposal to build student housing; and,
- Commented that the Capilano Students Union endorses Darwin Properties' plan.

2.4. Ms. Erin MacNair, 3400 Block Emerald Drive:

- Thanked Council for supporting North Shore Safe Routes Advocates;
- Requested Council revisit the idea of adding a staff position for Safe Routes; and,
- Noted recent cycling incidents.

2.5. Mr. Lyle Craver, 4700 Block Hoskins Road:

- Commented that the BC Bike Race scheduled for July 1 is planning to use electric bikes for its marshals;
- Expressed concern that part of the race route is through Mountainview Park; and,
- Requested completion of the 2007 Sustainable Trail Use Plan.

2.6. Mr. Chuck Band, 2700 Block Panorama Drive:

- Advised he was unable to attend the June 1, 2015 Council meeting where a Remedial Action Order was issued by Council against his property, due to a planned trip abroad;
- Commented that the creek work on the property had been done with the help of an engineer;
- Stated he has been in talks with District staff; and,
- Acknowledged neighbours' concerns and opined that the public input provided on June 1 was not accurate.

2.7. Mr. Kerry Morris, 700 Block East 15th Street:

- Commented on the upcoming Public Hearing regarding Mountain Court;
- Expressed concern for the displacement of current residents;
- Spoke regarding affordable housing; and,
- Suggested using Community Amenity Contribution funds to help the residents stay in the community.

2.8. Mr. John Hunter, 300 Block Roche Point Drive:

- Noted he is a consultant for energy companies and has done work for Kinder Morgan;
- Commented that information is publicly available on materials used in the transport of diluted bitumen; and,
- Commented on affordable housing.

2.9. Mr. Thomas Frauenberger, 100 Block East 29th Street:

- Spoke in support of item 9.6 as the builder on the project;
- Commented that the City of Vancouver now has almost 2,000 laneway/coach houses; and,
- Noted his company has built a laneway home in the City of North Vancouver.

3. PROCLAMATIONS

Nil

4. **RECOGNITIONS**

Nil

5. DELEGATIONS

5.1. Ms. Heather Dunsford, North Shore Keep Well Society

Re: Exercise and Healthy Lifestyles for Seniors

Ms. Heather Dunsford, Coordinator, North Shore Keep Well Society, provided an overview of the programs and services highlighting that they are open to all age 55 and up, free of charge. The organization is a registered society and charity, volunteer-driven with a small support staff. Programs include exercise followed by blood pressure checks, massage services and social activities. Approximately 80% of funding comes from donations and t he remainder comes from grants from Vancouver Coastal Health Authority, BC Gaming, the North Shore municipalities and service clubs.

MOVED by Councillor BASSAM SECONDED by Councillor MURI

THAT the delegation of the North Shore Keep Well Society be received for information.

CARRIED

6. ADOPTION OF MINUTES

6.1. June 2, 2015 Public Hearing

MOVED by Councillor MURI SECONDED by Councillor BOND THAT the minutes of the June 2, 2015 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 MURI SECONDED by Councillor BOND

THAT items 9.5 and 9.8 be included in the Consent Agenda and be approved without debate.

CARRIED

9.1. Update on Trans Mountain Project File No. 01.0595.20/006.04

Public Input:

Mr. Trevor Kier, 400 Block Alder Street:

- Commented that it is not clear what the District's position is on the proposed Trans Mountain pipeline project;
- Complimented the work done by the Section Manager Environmental Sustainability;
- Requested information on what actions the District has taken; and,
- Requested resident concerns be brought to the National Energy Board.

Ms. Julie Pavey, Section Manager – Environmental Sustainability, provided an update on the District's engagement with the National Energy Board regarding the proposed Trans Mountain Expansion:

- Commented that concerns are being shared with other interveners;
- The District has ecological concerns including Burrard Inlet and the Maplewood Conservation Area;
- Noted concerns include the impact of a spill, effectiveness of cleanup and longer term impacts from other spills;
- Commented that the Wild Bird Trust of BC is opposed to the project due to the risk to the Maplewood Mud flats;
- Noted the preliminary design was revised to reduce footprint in marine environment;
- Commented that there are concerns about air quality as volatile components of condensate would evaporate in the event of a spill;
- Metro Vancouver is responsible for regional air quality and has raised concerns;
- The behaviour of diluted bitumen in a spill is unknown; and,
- Advised Council of the next steps in the National Energy Board hearing process.

MOVED by Councillor MURI

SECONDED by Councillor MACKAY-DUNN

THAT the report of the Section Manager – Environmental Sustainability be received for information.

CARRIED

MOVED by Councillor MURI SECONDED by Councillor HANSON

THAT the District of North Vancouver formally oppose the twinning of the Trans Mountain Pipeline. The meeting recessed at 8:47 pm and resumed at 8:53 pm.

With the consent of Council, Mayor Walton altered the agenda as follows:

9.9. Bylaw 8119: Subdivision and Development Bylaw, Lynn Valley Town Centre and Bylaw 8129: Development Servicing Bylaw File No. 13.6480.30/002.005.000

MOVED by Councillor BASSAM SECONDED by Councillor MURI

THAT "District of North Vancouver Subdivision and Development Bylaw, Lynn Valley Town Centre 7157, 2000, Repeal Bylaw 8119, 2015" is ADOPTED.

THAT "Development Servicing Bylaw 7388, 2005, Amendment Bylaw 8129, 2015 (Amendment 7)" is ADOPTED.

CARRIED

9.2. Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaws for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard File No. 08.3060.20/039.14

Public Input:

Mr. Al Saunders, Harbourview Homes, 900 Block Beaumont Drive:

- Opined that the project fits with the neighbourhood;
- Noted the company has responded to neighbours' concerns;
- Commented that they have taken an innovative approach to parking; and,
- Noted the project offers a range of housing options.

MOVED by Councillor BASSAM SECONDED by Councillor HICKS

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

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

CARRIED

9.3. Bylaw 8135 (Rezoning Bylaw 1333): 2975 & 2991 Fromme Road Zoning Bylaw Text Amendment (Subdivision Regulations) File No. 08.3060.20/007.15

MOVED by Councillor BASSAM SECONDED by Councillor HANSON

THAT "The District of North Vancouver Rezoning Bylaw 1333 (Bylaw 8135)" is given FIRST Reading;

AND THAT Bylaw 8135 is referred to a Public Hearing.

CARRIED

9.4. Bylaws 8103 and 8104: 1203 and 1207 Harold Road File No. 08.3060.20/030.14

MOVED by Councillor BASSAM SECONDED by Councillor BOND

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8104, 2014" is given SECOND and THIRD Readings.

DEFEATED

Opposed: Mayor WALTON, Councillors HANSON, MACKAY-DUNN and MURI

9.5. Local Area Service Bylaw 8125 – (LIP2015-01) Traffic Calming for 2700 – 2900 Block Wembley Drive and 2800 Block Wembley Place File No. 11.5320.20/064.000

MOVED by Councillor MURI SECONDED by Councillor BOND

THAT pursuant to Section 211 of the Community Charter, a local area service project for the construction of traffic calming works on Wembley Drive be approved;

AND THAT Bylaw 8125 is given FIRST, SECOND and THIRD Readings.

CARRIED

9.6. Development Variance Permit 8.15 – 1146 West 20th Street File No. 08.3060.20/008.15

Public Input:

Mr. Chris Wilson, 1100 West 20th Street:

- Noted he is the owner of the subject property; and,
- Advised the plans were adjusted to address concerns from neighbours.

MOVED by Councillor MURI SECONDED by Councillor BOND

THAT Development Variance Permit 8.15, to allow for the construction of a new single-family house and coach house on the property located at 1146 West 20th Street, is ISSUED;

AND THAT the Mayor and Clerk are authorized to sign such documentation as is necessary to discharge restrictive covenant 14797M (the "Restrictive Covenant") registered in favour of the District against title to Property.

CARRIED

Councillor MURI left the meeting at 9:29 pm and returned at 9:30 pm.

9.7. Development Permit 01.15 – Redevelopment of Lynn Valley Centre Mall 1175 Lynn Valley Road / 1280 East 27th Street File No. 08.3060.20/001.15

MOVED by Councillor BASSAM SECONDED by Councillor MACKAY-DUNN

THAT Development Permit 01.15, to accommodate construction of six buildings ranging in height from four storeys to twelve storeys, including a one storey commercial podium, all comprising the re-development of the southerly portion of the existing Lynn Valley Centre mall and the adjacent property at 1280 East 27th Street, is ISSUED.

CARRIED

9.8. Bylaw 8133 to amend Street and Traffic Bylaw 7125 and Bylaw 8134 to amend Fees and Charges Bylaw 6481 File No. 11.5245.01/000.000

> MOVED by Councillor MURI SECONDED by Councillor BOND THAT Bylaw 8133 is given FIRST, SECOND and THIRD Readings;

AND THAT Bylaw 8134 is given FIRST, SECOND and THIRD Readings.

CARRIED

The meeting recessed at 9:56 and reconvened at 9:59 pm.

9.10. District of North Vancouver 2014 Annual Report File No. 01.0645.20/001.000

Presentation: Ms. Mairi Welman, Manager – Strategic Communication & Community Relations.

Public Input:

Mr. Corrie Kost, 2800 Block Colwood Drive:

- Commented on the Annual Report and provided feedback and suggestions for improvements; and,
- Queried why revenues are higher than expenses and why debts are not being paid down if there are funds available;
- Commented regarding restricted funds and requested clarification;
- Requested more details on the contract services increase; and,
- Suggested the District approach the provincial government to request reduced penalties for unpaid taxes.

Councillor Muri left the meeting at 10:05 and returned at 10:06 pm.

Staff advised that the District is paying down debt and because it is term debt, it can only be paid off at certain times.

Councillor MURI left the meeting at 10:25 pm and returned at 10:26 pm.

MOVED by Councillor MACKAY-DUNN SECONDED by Councillor MURI

THAT the Regular Council meeting held on June 15, 2015 be authorized to carry on beyond 10:30 pm.

CARRIED

Mr. Lyle Craver, 4700 Block Hoskins Road:

- Commented on the District's borrowing capacity;
- Noted Permissive Tax Exemptions used to be coded by category and requested • this practice resume;
- Opined that Council needs to pay attention to past employee benefits;
- Commented on the District's financial position; and,
- Spoke regarding the District's encroachment strategy in the work plan. •

Staff advised that the Municipal Pension Plan is 96% funded.

MOVED by Councillor BOND SECONDED by Councillor MURI

THAT the District of North Vancouver Annual Report for 2014 be received.

CARRIED

9.11 Affordable Rental Housing File No.

MOVED by Councillor MURI **SECONDED by Councillor HANSON**

THAT Staff be directed to begin a discussion with Council about the retention of existing affordable housing and to prepare a green paper outlining regulatory and policy tools to ensure a future supply of affordable housing in the District.

CARRIED

Opposed: Mayor WALTON

10. REPORTS

10.1. Mayor

Nil

10.2. Chief Administrative Officer

Nil

10.3. Councillors

Nil

10.4. Metro Vancouver Committee Appointees

Nil

11. ANY OTHER BUSINESS

Nil

12. ADJOURNMENT

MOVED by Councillor MURI SECONDED by Councillor BOND

THAT the June 15, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

CARRIED (10:58 pm)

Mayor

Municipal Clerk

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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 16, 2015 commencing at 7:02 p.m.

Present: Acting Mayor L. Muri Councillor R. Bassam Councillor M. Bond Councillor J. Hanson Councillor R. Hicks Councillor D. MacKay-Dunn (7:03 pm)

Absent: Mayor R. Walton

Staff:

Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Mr. D. Milburn, Deputy General Manager – Planning, Properties & Permits
Mr. J. Gordon, Municipal Clerk
Ms. J. Paton, Manager – Development Planning
Ms. E. Geddes, Section Manager – Transportation
Ms. C. Drugge, Project Engineer
Mr. M. Hartford, Planner

- Ms. C. Peters, Planner
- Ms. S. Dale, Confidential Council Clerk

The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)

Purpose of Bylaw:

Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

1. OPENING BY THE MAYOR

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

Acting Mayor Muri stated the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;

- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair; and,
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated the following:

- Council is here to listen to the public, not to debate the merits of the bylaw;
- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- This Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw stating that Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and r ezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

3. PRESENTATION BY STAFF

Ms. Casey Peters, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Ms. Peters advised that:

- Polygon has applied to rezone the Mountain Court multifamily complex to permit the development of four new apartment buildings;
- Three buildings will be strata condominiums and one is rental;
- The proposal is for five storey low rise buildings
- Phase one includes two buildings on the eastern portion of the site, a 75 unit rental building at East 27th Street and Library Lane, and a strata building immediately to the south;
- The proposal is in keeping with the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- The proposal matches the envisioned building form and proposes an overall density of 1.82 FSR which is significantly below the 2.5 limit in the Official Community Plan;
- Phase two is for the two buildings on the west side of Library Lane;
- In total the proposal is for 321 units in 4 buildings;
- There is a mix of units in each building ranging from studio apartments to 3 bedroom units;

- The District's Community Amenity Contribution Policy requires an amenity contribution for projects that include an increase in residential density. In this case, a proforma was reviewed that demonstrated the provision of the rental housing and offsite works resulted in no additional amenity contribution;
- This project's major benefit to the community is the provision of a 75 unit market rental housing building that will remain rental in perpetuity in keeping with the intent of the housing policy;
- Polygon is voluntarily providing \$100,000 towards public art that will be secured prior to adoption of Bylaw 8101;
- The preliminary transportation study prepared by BWW Consulting, notes that there is capacity for further growth, signal timings can be adjusted to optimize conditions, and intersections will operate satisfactorily;
- The project will provide more parking than recommended in the parking policy for town centres; and,
- The applicant has submitted a draft Construction Traffic Mitigation Strategy that has been reviewed by the District's Construction Traffic Management Program Coordinator.

4. PRESENTATION BY APPLICANT

Mr. Hugh Ker, Polygon Homes:

- Provided history and context of the proposed development;
- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- Stated that coordination with Bosa's construction schedule will be crucial; and,
- Noted that the proposed development will meet Built Green 'Gold' standards.

Mr. Ray Letkeman, Raymond Letkeman Architecture Ltd.:

- Advised that improvements to the pedestrian, cycle and vehicle network will include:
 - Widening of East 27th Street to accommodate a new separated bike lane;
 - Construction of the new Library Lane, north-south street;
 - Expansion west of the new Mountain Gate, east-west street;
 - o A new east-west pedestrian pathway; and,
 - Construction of a public art and water feature at the corner of Library Lane and East 27th Street.
- The buildings are oriented to follow the new street layout and provide quiet interior garden courtyards;
- A play area for the project is proposed in the larger private garden space on the west side of the development site; and,
- Buildings are designed to work with the topography and step down the slope.

Mr. Hugh Ker, Polygon Homes:

- Polygon has held meetings with tenants of Mountain Court;
- Advised that a Tenant Compensation/Relocation package will be available to all residents who were tenants prior to July 1, 2014; and,
- Noted that consultants are available to answer questions.

5. **REPRESENTATIONS FROM THE PUBLIC**

Ms. Karolina Francis, 1200 Block East 27th Street: 5.1.

- Spoke in opposition of the proposed development;
- Expressed concern with the loss of affordable housing; and,
- Commented that the issue of affordable housing needs to be addressed.

IN FAVOUR 5.2. Mr. David Goodman, 1900 Block Acadia Road, Vancouver:

- Spoke in support of the proposed development:
- Commented on the need for new rental stock:
- Opined that Mountain Court has reached the end of its life and should be redeveloped; and,
- Commented that the proposed development is aesthetically pleasing.

5.3. Ms. Isabella Berisavac, 1200 Block East 27th Street:

- Spoke in opposition to the proposed development;
- Suggested that Mountain Court be renovated; and,
- Commented that the proposed development will have an impact on the environment.

5.4. Ms. Julie-Ann Johnson, 2600 Block Mountain Highway: **IN FAVOUR**

- Spoke in support of the proposed development:
- Spoke of the need for affordable housing;
- Noted that Mountain Court is deteriorating and will need upgrades; and,
- Commented that the proposed development will beautify the neighbourhood.

5.5. Mr. Alex Schwarz, 3200 Block Mountain Highway:

- Expressed concern for the families that will lose their homes; and,
- Expressed concern with the loss of affordable housing.

5.6. Ms. Kelsey Totevs, 600 Block East St. James Road: **IN FAVOUR**

- Spoke in support of the proposed development; and,
- Commented that the proposed development will provide affordable housing for the younger generations.

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

- Expressed concern for the families who will be displaced;
- Expressed concern with the loss of affordable housing:
- Commented that as density is lowered so is affordability;
- Suggested the following:
 - 15% of the 75 units be required to have rents set at no more than 20% above their current rent;
 - That the District grant property tax relief to commensurate with the rent differential for the same period;
 - Direct to this development 30% of the community amenity contribution to address affordability;
 - Establish a number of units where rent is geared to the median of District incomes; and,

OPPOSED

COMMENTING

OPPOSED

OPPOSED

A combination of these and other strategies be used to address • affordability.

5.8. Mr. Lee Varseveld, 2100 Block Greyline Crescent:

- Spoke in support of the proposed development;
- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- Opined that the proposed development will revitalize the neighbourhood; and,
- Expressed concern with the loss of affordable housing.

5.9. Ms. Yvette Mercier, 2100 Block East 27th Street:

- Spoke in opposition of the proposed development;
- Expressed concern with the low rental vacancy in the District;
- Expressed concern with a loss of affordable housing; and,
- Expressed concern for the families that will lose their homes.

5.10. Mr. Scott Sigston, 1800 Block Westover Road:

- Spoke in support of the Polygon proposal;
- Commented that the proposed development will provide affordable housing options:
- Noted that the proposed development will allow younger generations to stay in their community; and,
- Commented that the proposed development will revitalize the neighbourhood.

In response to a question from Council, staff advised that the application was considered by the Advisory Design Panel at the preliminary application stage and again at the detailed application stage. The Panel recommended approval of the project subject to refining the design to the satisfaction of staff.

Staff advised that the traffic study prepared by BWW Consulting considered the impacts of construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects.

Council queried why there is only one bicycle storage space per unit. Staff advised that the current bylaw proposes a minimum of one bicycle storage space per unit; however, staff supports more and can work with the applicant on this.

Staff advised that the District has a Multi-family Rental Housing Demolition Notice Bylaw which requires six months notice be provided to the tenants. Notice cannot be provided until the demolition permit has been issued.

Staff advised that the pedestrian walkway will be lighted.

Staff advised the size of the storage lockers is 4'x6'.

Staff advised that the median income in the District is \$87,000.

5.11. Mr. Will Bayer, 1600 Block Ross Road:

- Expressed concern that families will be forced to move out of their homes; and,
- Suggested increasing the density to make the proposed units more affordable.

OPPOSED

IN FAVOUR

IN FAVOUR

COMMENTING

5.12. Mr. Ian Graf, 1200 Block West Georgia Street, Vancouver:

- Spoke on behalf of the owners of Mountain Court:
- Commented that Mountain Court is an old building and needs to be replaced;
- Spoke to the shortage of housing in the District;
- Commented that the proposed development will achieve the vision of the Official Community Plan:
- Suggested that the proposed development will provide affordable housing for the residents of Lynn Valley; and,
- Opined that the proposed development will provide vibrancy to the Lynn Valley Town Centre.

5.13. Mr. Wesley Pifer, 1200 Block East 27th Street:

- Expressed concern that the proposed development will force families to relocate; and,
- Expressed concern with a loss of affordable housing and with traffic issues.

5.14. Ms. Maureen Bragg, 1800 Block Draycott Road:

- Commented that the proposed development is within the Official Community Plan guidelines;
- Stated that walkability is vital to the livability of the Lynn Valley community;
- Commented on the housing shortage; and,
- Opined that the proposed development does not impact green space.

5.15. Ms. Liz Barnett, 3100 Block Mountain Highway:

- Spoke on behalf of the North Shore Disability Resource Centre;
- Expressed concern with a lack of affordable housing on the North Shore; and,
- Spoke in support of the proposed bylaw.

5.16. Ms. Nicole Elder, 1200 Block East 27th Street:

- Expressed concern with a loss of affordable housing; and,
- Urged Council to consider the long term impact that unaffordable housing will have on the community.

5.17. Mr. Eric Muira, 1300 Block Kilmer Road:

- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- Opined that the proposed development will rejuvenate the community;
- Expressed concern with the lack of housing diversity options; and,
- Encouraged Council to engage with Community Associations to address the needs of the community.

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

- Commented that the proposed development will provide quality affordable housing;
- Stated that affordable housing is an issue; and,
- Opined that additional bicycle storage space would improve the project.

5.19. Mr. Richard Hancock, 1100 Block East 29th Street:

• Spoke in support of the proposed development;

COMMENTING

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COMMENTING

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IN FAVOUR

- Commended the developer for reducing the density;
- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that the proposed development will provide the vounger generation with housing options.

5.20. Mr. Cameron Clader, 1200 Block East 27th Street:

- Spoke in opposition of the proposed development;
 - Expressed concern that the families of Mountain Court may have to relocate to a different community; and,
 - Spoke regarding the lack of affordable housing on the North Shore.

5.21. Mr. Richard Campbell, 1400 Block Arbourlynn Drive:

- Spoke in support of the proposed Polygon project;
- Commented on the need for multi-family units in the community;
- Opined that the proposed development will revitalize Lynn Valley;
- Suggested that the location is ideal for residents who don't drive; and,
- Commented on the need for affordable housing options.

5.22. Mr. John Gilmour, 2900 Block Bushnell Place:

- Spoke in favour of the rezoning application;
- Commented on the importance of a walkable community;
- Noted that the proposed development will increase the rental housing units in the neighbourhood; and,
- Noted that the proposed development will provide housing options for younger residents.

5.23. Mr. Kerry Mooris, 700 Block East 15th Street:

- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that residents of Mountain Court are facing the loss of community, friends, and jobs.

5.24. Mr. Doug Curran, 2000 Block Curling Road:

- Commented on the importance of replacing rental stock; and,
- Commented that the low density of the proposed development will limit community amenity contributions.

In response to a question from Council, staff advised that in order to achieve more affordable housing there would have to be an increase in density or a reduction in rental units.

Council gueried why 2.5 FSR is not achievable on this site. Staff advised that the Lynn Valley Town Centre Flexible Planning Framework designates this area for a five storey low rise development. Staff further advised that 23% of the site is dedicated for roads as the proposed project will widen East 27th Street, construct Library Lane and Mountain Gate streets, and provide a new east-west pedestrian connection.

In response to a question from Council, staff advised that if all the units were market strata units the estimated community amenity contributions would be four million dollars.

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IN FAVOUR

COMMENTING

Staff advised that there is not a mid-block pedestrian path that goes through Canyon Springs to connect to Mountain Highway. The connection to Mountain Highway would be via East 27th Street or Mountain Gate Road.

Mr. Ker advised that the housing mix will be finalized during the development permit process.

Mr. Letkeman described the vertical variation on each building noting that varying the roof line will give the impression of individual units.

Council requested that a copy of the Construction Traffic Mitigation Strategy be provided.

Staff advised that the west side of the site can be used for parking and staging during construction for phase one.

In response to a question from Council, staff advised that the building heights and roof slopes are limited by the proposed rezoning bylaw.

5.25. Ms. Sue Cooks, 2600 Block West 4th Street:

- Expressed concern regarding a lack of affordable housing; and,
- Urged Council to work with the provincial and federal government to address the affordable housing issue.

5.26. Mr. Chavavrria, 1200 Block East 27th Street:

• Expressed concern for the families that will have to relocate.

5.27. Mr. Corrie Kost, 2100 Block Colwood Drive:

- Spoke regarding affordable housing;
- Commented on the modest site coverage;
- Express concern that the traffic and community amenity contribution reports were not included in the Public Hearing binder; and,
- Questioned what the existing and proposed FSR is estimated to be.

5.28. Ms. Yvette Mercier, 2100 Block East 27th Street: SPEAKING A SECOND TIME

- Spoke regarding affordable housing; and,
- Expressed concern that there is not a common understanding of the term "affordable housing".

5.29. Mr. Alex Schwarz, 3200 Block Mountain Highway: SPEAKING A SECOND TIME

• Suggested that the rental shortage can be addressed by not allowing properties in the District to sit empty.

5.30. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A SECOND TIME

- Expressed concern with the shadowing on Library Lane; and,
- Opined that growth is not sustainable.

5.31. Mr. Scott Sigston, 1800 Block Westover Road: SPEAKING A SECOND TIME

- Opined that it is not sustainable to keep developing single family homes;
- Commented on the need for higher density development; and,

COMMENTING

OPPOSED

COMMENTING

• Commented that the proposed development will create viability in Lynn Valley.

Staff advised that the Community Amenity Contribution Policy recognizes public art as an amenity and is paid in its entirety from the community amenity contribution budget.

Staff advised that the current FSR on the property is estimated at 0.4 FSR but could be redeveloped at approximately 0.6 FSR.

Staff advised that the traffic reports were available in the Public Hearing binder as of June 3, 2015.

In response to a question from Council, staff advised that the majority of rental units at Mountain Court are two bedrooms with an average rent of \$870-\$1600. Staff further advised that 27 of the units are occupied by families with children.

Staff advised that the Tenant Compensation/Relocation package is based on length of tenancy and not on income.

Staff advised that there are approximately eight rental units available in Lynn Valley and 24 rental units available District wide.

Council queried the estimated cost of the rental units. Mr. Ker advised that the two bedroom units will be approximately \$2000.

5.32. Mr. Kerry Mooris, 700 Block East 15th Street: SPEAKING A SECOND TIME
Commented on the lack of affordable housing.

5.33. Ms. Yvette Mercier, 2100 Block East 27th Street: SPEAKING A THIRD TIME

• Enquired what is included in the tenant relocation support package for residents of Mountain Court.

5.34. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A THIRD TIME

• Opined that high rises are not more environmentally friendly than single family homes.

5.35. Mr. Eric Muira, 1300 Block Kilmer Road: SPEAKING A SECOND TIME

- Stated that change will have consequences;
- Commented that this change will meet some of the goals in the Official Community Plan;
- Spoke in support of the proposed development; and,
- Opined that local residents are purchasing these units.

5.36. Ms. Nicole Elder, 1200 Block East 27th Street: SPEAKING A SECOND TIME

• Commented on the need to separate the terms "low income" and "affordable housing".

Council recessed at 10:18 pm and reconvened at 10:26 pm.

Mr. Hugh Ker, Polygon Homes, advised that once approvals are received and upon receipt of a Demolition Permit from the District of North Vancouver, two month "Notice to

End Tenancy" will be provided (as per the *Residential Tenancy Act*). Once formal notice is given to tenants they may vacate and be eligible for the following:

- One months' free rent as required by the Residential Tenancy Act;
- An additional one months' rent provided by Polygon;
- A residency bonus equal to:
 - \$20 per month for years 1-5;
 - \$30 per month years 6-10; and,
 - \$40 per month for greater than ten years.
- First right to rent in the new rental building based on seniority at Mountain Court.

It was noted that many people have indicated some interest in owning a home at Canyon Springs. As a result, Polygon is working on a purchase discount incentive.

Mr. Ker further advised that the Tenant Compensation/Relocation package is available for all residents who have been tenants prior to July 1, 2014.

Council requested that staff report back on the options stated in Mr. Don Peters letter submitted at the June 16, 2015 Public Hearing. Council further requested that the issue of affordability be included in the report.

6. QUESTIONS FROM COUNCIL

There were no further questions.

7. COUNCIL RESOLUTION

MOVED by Councillor BASSAM SECONDED by Councillor MACKAY-DUNN THAT the June 16, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" be returned to Council for further consideration.

CARRIED (10:31 p.m.)

CERTIFIED CORRECT:

Confidential Council Clerk

Public Hearing Minutes - June 16, 2015

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 23, 2015 commencing at 7:00 p.m.

Present: Acting Mayor L. Muri Councillor R. Bassam Councillor M. Bond (7:01 pm) Councillor J. Hanson Councillor R. Hicks (7:01 pm) Councillor D. MacKay-Dunn

Absent: Mayor R. Walton

Staff:Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Mr. D. Milburn, Deputy General Manager – Planning, Properties & Permits
Mr. D. Desrochers, Manager – Engineering Projects & Development Services
Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Mr. D. Allan, Planner
Ms. S. Dale, Confidential Council Clerk
Ms. N. Foth, Transportation Planning Technologist

The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)

Purpose of Bylaw:

Bylaw 8122 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD90) and rezone the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to allow the development of a mixed use, commercial/residential project.

1. OPENING BY THE MAYOR

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

Acting Mayor Muri stated the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;

- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair; and,
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated the following:

- Council is here to listen to the public, not to debate the merits of the bylaw;
- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- This Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw stating that Bylaw 8122 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD90) and rezone the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to allow the development of a m ixed use, commercial/residential project.

3. PRESENTATION BY STAFF

Mr. Doug Allan, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Mr. Allan advised that:

- The site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue;
- The site consists of two commercial parcels occupied by a grocery store and a medical/dental professional office building and four single family residential lots;
- The remainder of the site consists of commercial properties to the south, single family residential lots and St. Catherine's Church to the north, single family lots and Highlands United Church to the west, and developed single family lots and the Edgemont Senior Living project site to the east;
- The site is designated Commercial Residential Mixed Use Level 1 in the Edgemont Village Centre Plan and Design Guidelines which permits a maximum density of 1.75 FSR;
- Under the Edgemont Village Centre Plan, building height on this site is limited to three storeys with the provision for a partial fourth level provided that the project

design is exemplary and achieves other urban design objectives relating to view and sunlight preservation and the provision of public open spaces and other amenities;

- The proposal addresses the land use designation and building heights in the Edgemont Village Centre Plan;
- The proposal involves the development of a mixed use project containing a new Thrifty's grocery store, a restaurant and possibly, a pharmacy, as well as other unspecified commercial uses, and a total of 82 apartment and townhouse units above;
- The townhouses are primarily three bedroom units ranging in size from 831 sq. ft. to 1,537 sq. ft;
- The apartments are primarily two bedroom units ranging in size from 744 sq. ft. to 1,509 sq. ft;
- The apartment units have been designed to address the District's Adaptable Design Guidelines including 50% Level 1B units, 40% Level 2 units and 10% Level 3 units;
- A total of 371 parking spaces are provided;
- In order to make more efficient use of the total parking, the applicant proposes to allow for the shared use of the residential visitor spaces with commercial patrons;
- As proposed, the project contains 46 commercial bike parking spaces and a total of 113 residential bike parking spaces;
- The proposal includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds, and street furniture;
- A main gateway plaza and two smaller plazas are proposed;
- Other benefits of the project include improvements to the local infrastructure, bike lanes on both Ridgewood Drive and Ayr Avenue and improvements to the transit stop design on Edgemont Boulevard;
- The Community Amenity Contribution is estimated at approximately \$1.47 million and Development Cost Charges of \$1.1 million;
- Bylaw 8122 proposes a new CD90 zone and rezones the development site from C2 and RSE to CD90;
- The CD90 zone establishes the range of commercial and residential uses permitted as well as the development regulations for height, building and site coverage and outdoor customer service areas;
- The CD90 zone also establishes a minimum bicycle requirement of 1 space/unit for residential uses;
- Implementation of this project also requires the adoption of a Housing Agreement Bylaw;
- The applicant is aware of the issues surrounding construction of the project and the importance of mitigating impacts on the community;
- The applicant is working closely with staff to develop a Construction Management Traffic Plan that will take into consideration construction of the Edgemont Senior Living project as well as the Capilano Watermain replacement project;
- A facilitated Early Input Opportunity was held in May 2014 and a facilitated Public Information Meeting was held on March 4, 2015 and both meetings were well attended by members of the public; and,
- Issues of concern raised include: design elements; the partial fourth floor; noise associated with the outdoor seating area; the need to ensure a variety of retail unit sizes; construction; parking; traffic; and, bus improvements.

4. PRESENTATION BY APPLICANT

Mr. Marc Josephson, Grosvenor Americas:

- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- Opined that the proposed development will provide a true community gateway;
- Advised that the proposed development will be staggered with the construction of surrounding projects including Edgemont Senior Living and William Griffin Recreation Centre;
- Advised that Grosvenor is working with District Engineering staff to develop a final Construction Traffic Management Plan;
- Noted that a new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive will be installed to improve the flow of traffic;
- Stated that Grosvenor has committed to providing 213 public parking spaces free of charge;
- Commented that the proposed development will provide a variety of housing options targeted to a variety of users; and,
- Advised that housing will range in price from \$500,000 to over \$1 million.

Mr. Keith Hemphill, Rositich Hemphill Architects:

- Provided history and context of the proposed project;
- Noted that the developer has worked with the community to address their needs;
- Provided an architectural update on the proposed buildings;
- Commented that the grocery store, with the exception of the entrance, is hidden behind the other commercial spaces and is partially buried due to the sloping grade on the site;
- Advised that the proposed commercial building is a three storey structure with a partial fourth level that occupies an area roughly equivalent to 14% of the site area;
- Spoke to the character of the project; and,
- Stated that the Advisory Design Panel unanimously supported the project.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Adrian Chaster, 3000 Block Crescentview Drive:

- Spoke in support of the proposed development;
- Expressed concern with the height of the proposed fourth level;
- Opined that 52 ft. is too high;
- Requested that a covenant be required to ensure the developer provides 213 free parking spaces; and,
- Commented that the Edgemont and Upper Capilano Community Association would like to continue to be involved in this process.

5.2. Mr. Robin Delaney, 4300 Block Skyline Drive:

- Spoke on behalf of the Edgemont Village Merchants;
- Spoke in support of the Grosvenor project;
- Commented that the community has been engaged; and,
- Requested that additional projects not commence until the completion of the Grosvenor development.

IN FAVOUR

5.3. Mr. Jason Black, 900 Block Fairmount Road:

- Commented that the proposed development will bring the Edgemont community together;
- Opined that the Grosvenor project is a much-needed refresh for the Edgemont community;
- Opined that the partial fourth level is a reasonable and acceptable height;
- Opined that traffic lights at the intersection of Edgemont Boulevard and Ridgewood Drive would help to resolve the traffic issues; and,
- Commented that the proposed development would allow residents to downsize in their community.

5.4. Ms. Lauren Henderson, 1000 Block Ridgwood Drive: IN FAVOUR

- Stated that her property is significantly impacted by the proposed rezoning on Ridgewood Drive;
- Commented that she is generally in favour of the renewal in the village;
- Commented that the proposed development negatively affects the value of her property; and,
- Requested that Council include the three single family homes that are directly affected, in the rezoning proposal.

5.5. Mr. Jason Madill, 5000 Block Redonda Drive:

- Spoke in support of the proposed development;
- Commented on the benefits that additional underground parking spaces will provide to the community;
- Spoke in support of a full service grocery store;
- Commented that the proposed development will provide attractive and affordable housing options; and,
- Commented that the proposed development would allow residents to downsize in their community.

5.6. Ms. Lee Tty Huang, 3000 Block Highland Boulevard:

- Spoke in support of the Grosvenor proposal;
- Suggested that the proposed development will unite the four corners of the village;
- Commented on the innovation and modernism of the Grosvenor proposal;
- Spoke to the benefits of having a full service grocery store;
- Commented on the benefits that additional underground parking spaces will provide to the community;
- Noted that the proposed development will provide housing for both young families and residents looking to downsize; and,
- Opined that traffic will only be a short term inconvenience during the construction phase.

Councillor HICKS left the meeting at 8:06 pm and returned at 8:09 pm.

5.7. Mr. Cam Claton, 1200 Block Bracknell Place:

- Spoke in support of the Grosvenor project;
- Opined that the proposed development will refresh the village; and,

IN FAVOUR

IN FAVOUR

IN FAVOUR

 Commented that the proposed outdoor seating will provide vibrancy to the community.

5.8. Ms. Natalie Genest, 500 Block Palisade Drive:

- Spoke in support of the proposed project;
- Commented that the proposed development will provide an opportunity for aging residents to stay within their community;
- Spoke to the benefits of increased parking spaces;
- Commented on the importance of having a full service grocery store; and,
- Opined that mixed-use housing will provide more affordable housing options for younger families.

Mr. Steve Duvard, 500 Block Alpine Court: 5.9.

- Spoke in support of the proposed development;
- Commented on the importance of providing affordable housing; and,
- Opined that the proposed development will be a tremendous addition to the area.

5.10. Mr. Bo Jarvis, 900 Block Kennedy Avenue:

- Commended the applicant on the comprehensive public engagement process;
- Opined that the four way traffic light will help traffic immensely;
- Suggested that the proposed development will diversify the housing stock in Edgemont Village;
- Opined that free parking is a significant contribution to the community;
- Acknowledged that the proposed development will provide long-term jobs in the community; and,
- Suggested a pub be considered in the Edgemont area.

5.11. Mr. Vladimir Ciche, 900 Block Tudor Avenue:

- Opined that the project does not have an unique design; and,
- Expressed concern with traffic issues.

5.12. Ms. Dale Sherman, 2900 Block Newmarket Drive:

- Commented that the proposed development allows for a variety of housing options;
- Commented that by nestling the grocery store into the building, it allows for additional street-front retail and services and eliminates the "big box" look;
- Commented on the need for more available parking spaces;
- Commented that the proposed development will provide another gathering place at the north entrance to the village;
- Noted that Grosvenor has listened to the concerns of the village residents and have refined their plans based on feedback;
- Urged the District to work with Grosvenor to ensure that the Traffic Management Plan addresses the interim issues of coordinating construction and allowing for the smooth flow of residential and commercial traffic; and,
- Spoke in support of the proposed development.

5.13. Ms. Roberta Perrin, 1000 Block Belmount Avenue:

IN FAVOUR • Commented that Grosvenor has taken into consideration the resident's needs;

IN FAVOUR

IN FAVOUR

IN FAVOUR

OPPOSED

- Opined that the full service grocery store will be an asset to the community; and,
- Spoke to the benefits that additional parking space will provide.

In response to a question from Council regarding the potential issue of noise impacts associated with a restaurant, staff advised that the Noise Regulation Bylaw can be enforced to address issues. Staff can also investigate potential noise impacts and how they can be mitigated.

In response to a question from Council, staff advised that the three single family homes located on Ridgewood Drive were not identified for rezoning. Rezoning these sites was not consistent with the vision of the Edgemont Village Refresh Plan & Design Guidelines.

5.14. Mr. Peter Thompson, 900 Block Clements Avenue: IN FAVOUR

- Commented that the proposed development will provide a significant increase in the variety of housing options;
- Commented that additional free parking is a key component to the proposed project; and,
- Requested that a covenant be required to ensure the developer provides 213 free parking spaces.

5.15. Mr. Grig Cameron, 1000 Block Clements Avenue:

- Spoke in support of the proposed development;
- Stated that the lack of parking in the village is a serious issue; and,
- Requested a covenant be signed before the adoption of the bylaw to ensure free public parking is provided by the developer.

5.16. Mr. Ray Mattinson, 1200 Block Nester Street, Coquitlam: IN FAVOUR

- Spoke on behalf of Thrifty's Food;
- Spoke in support of the proposed development;
- Commented that the proposed development will provide a social gathering space; and,
- Commented that the proposed development will provide employment opportunities to local residents.

5.17. Mr. Ryan Cundal, 5200 Block Cliffridge Avenue:

- Spoke in support of the proposed development;
- Commented that additional underground parking is an asset; and,
- Suggested a pub be included in this proposal.

5.18. Ms. Louise Ranger, 100 Block West 1st Street:

- Spoke on behalf of the North Vancouver Chamber of Commerce;
- Opined that a traffic light will improve traffic flow;
- Suggested that Thrifty's Food will create employment opportunities; and,
- Spoke to the benefits of seniors aging in their community.

5.19. Ms. Sheila Wareing, 3300 Block Wayne Drive:

• Commented that the proposed development would allow residents to age in their community;

IN FAVOUR

IN FAVOUR

IN FAVOUR

- Stated that change is inevitable; and,
- Noted that the proposed development would provide a mix-use of housing.

5.20. Mr. Dereck Gerch, 1400 Block Lang Drive:

- Questioned whether priority would be given to residents of Edgemont Village wanting to purchase the proposed units; and,
- Expressed concern with the cost of the units.

5.21. Mr. Callum Milley, 3100 Block Beverly Crescent:

- Spoke in support of the proposed development; and,
- Expressed concern with the cost of the proposed buildings.

5.22. Ms. Marie Scott, 900 Block Melbourne Avenue:

- Spoke in support of the proposed development;
 Noted that Thrift 's Food will see to support of the proposed development.
 - Noted that Thrifty's Food will create employment opportunities for local residents;
 - Stated that traffic and parking issues have been addressed by the developer; and,
 - Commented that the proposed development will provide a variety of housing options.

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

- Requested a covenant be signed to ensure free public parking is provided by the developer;
- Expressed concern with the height of the parkade; and,
- Opined that a large grocery store in Edgemont Village is not needed.

5.24. Mr. Brian Platts, 3100 Block Pemberton Crescent:

- Spoke in support of the proposed development;
- Commented on the importance of a covenant to ensure free public parking is provided by the developer; and,
- Expressed concern with the proposed traffic light.

5.25. Mr. Corrie Kost, 2800 Block Colwood Drive: SPEAKING A SECOND TIME

- Expressed concern with the proposed traffic light;
- Commented that the proposed development will allow residents to age in place;
- Opined that the housing stock will not be diversified;
- Opined that the proposed development is not affordable; and,
- Spoke in support of the proposed development.

6. QUESTIONS FROM COUNCIL

In response to a question from Council, staff advised that there will be two sets of stairs and an elevator in the underground parkade.

Staff advised that there are currently 70 commercial parking stalls in Edgemont Village. The proposed development will provide 213 commercial parking stalls.

COMMENTING

IN FAVOUR

COMMENTING

IN FAVOUR

In response to a question from Council, the developer clarified that 80% of Grosvenor Ambleside has been sold to local residents, 5% to developers, and 0% to Grosvenor employees.

Staff advised that the grocery store will use a combination of escalators, cartveyors, and separate elevators.

Council requested that staff provide information with regards to a covenant addressing potential noise issues created by the proposed restaurant.

Council requested that staff report back on the covenant required to secure the underground parking spaces.

7. COUNCIL RESOLUTION

MOVED by Councillor BASSAM SECONDED by Councillor HICKS THAT the June 23, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)" be returned to Council for further consideration.

CARRIED (9:17 p.m.)

CERTIFIED CORRECT:

Confidential Council Clerk

Public Hearing Minutes - June 23, 2015

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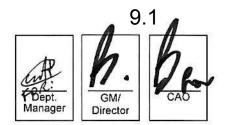
REPORTS

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AGENDA	INFORMATION
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Regular MeetingWorkshop (open to public)

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Date:	JULY	6	2015
Date:			



The District of North Vancouver REPORT TO COUNCIL

June 26, 2015 File: 3060.20/030.14

AUTHOR: Lilian Arishenkoff, Community Planner

SUBJECT: Reconsideration of Bylaws 8103 and 8104: 1203 and 1207 Harold Road

RECOMMENDATIONS:

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given SECOND Reading as amended.

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given THIRD Reading.

THAT "Housing Agreement Bylaw 8104, 2014" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8103 and 8104 received First Reading on May 4, 2015. A Public Hearing for Bylaw 8103 was held and closed on June 2, 2015. On June 15, 2015, Bylaws 8103 and 8104 were defeated at Second Reading.

According to Section 131 of the *Community Charter*, the Mayor has the option of bringing defeated Bylaws 8103 and 8104 back for reconsideration by Council. Bylaw 8103 is submitted for consideration of Second Reading as amended and if Council gives this bylaw Second Reading, it is then ready for Third Reading. Bylaw 8104 is ready to be reconsidered as originally proposed for Second and Third Readings by Council.

ANALYSIS:

At consideration of Second Reading, some members of Council noted that the number of units proposed for the site was too high and indicated that they could support the proposal only if the number of units decreased. At the Public Hearing for Bylaw 8103 (Rezoning Bylaw 1325) a neighbour gave input that duplex or triplex development would be appropriate on

these three lots. Duplexes would result in six units on the site while triplexes would result in nine units.

In response to these concerns over the eight townhouse units proposed, the owner consents to decrease this number to seven units. In accordance with Section 894 (1) (b) (iii) of the *Local Government Act*, Council can amend the Bylaw by decreasing the number of units with the owner's consent.

Options:

- 1) Reconsider the bylaws and give Second and Third Reading as amended; or
- 2) Give no further Readings to the bylaws and abandon the bylaws at First Reading.

Lilian Arishenkoff Community Planner

Attachments:

A – Red-Lined Bylaw 8103

B - Red-Lined Bylaw 8104

C – Bylaw 8103 (as amended)

D - Bylaw 8104 (as amended)

E - Public Hearing Minutes on June 2, 2015

F – Staff Report dated April 23, 2015

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	Ginance	NS Health
Engineering Operations	Fire Services	
Parks & Environment		Recreation Com.
Economic Development	Solicitor	Museum & Arch.
Human resources		Other:

ATTACHMENT A

The Corporation of the District of North Vancouver

Bylaw 8103

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 1325 (Bylaw 8103)".

2. Amendments

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

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

"Comprehensive Development Zone 87 CD87"

2.2 Part 4B Comprehensive Development Zone Regulations by inserting the following:

"4B87 Comprehensive Development Zone 87 CD87

4B87-1 Intent:

The purpose of the CD87 Zone is to establish specific land use and development regulations for an eight a seven unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475; Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold in the plan attached as Schedule "A".

4B87-2 Permitted Uses:

The following principal uses shall be permitted in the Comprehensive Development 87 Zone:

(a) Uses Permitted Without Conditions:

(i) Residential building, multiple family townhouse.

(b) Conditional Uses:

Not Applicable.

4B87-3 Conditions of Use:

Not Applicable

4B87-4 Accessory Uses:

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

4B87-5 Density:

- (a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - (i) Open carports;
 - (ii) At grade crawlspaces beneath landings;
 - (iii) Specified potential elevator locations on all floors;
 - (iv) Roof deck stairs and access areas;
 - (v) Grade level waste disposal and recycling room, and electrical room; and
 - (vi) Bay window areas.

4B87-6 Amenities:

- (a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
 - 2. Contributes \$55,016 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

4B87-6 Height:

The maximum permitted height is 12.2 m (40.0 ft).

4B87-7 Setbacks:

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

Setback	Buildings (Min Setback)
North Property Line (Harold Rd)	3.0 m (10.0 ft)
East Property Line	1.5 m (5.0 ft)
West Property Line (Baird Rd)	2.6 m (8.5 ft)
South Property Line (Lane)	2.1 m (7.0 ft)

(b) Projections above ground level are permissible as follows:

Setback	Maximum Setback Reduction
North Property Line (Harold Rd)	0.76 m (2.5 ft)
East Property Line	n/a
West Property Line (Baird Rd)	1.1 m (3.5 ft)
South Property Line (Lane)	0.3 m (1 ft)

4B87-8 Coverage:

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

4B87-9 Landscaping:

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

4B87-10 Parking, Loading and Bicycle Parking Regulations:

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."
- 2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

READ a first time May 4th, 2015

PUBLIC HEARING held June 2nd, 2015

READ a second time and DEFEATED on June 15th, 2015

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk



ATTACHMENT B

The Corporation of the District of North Vancouver

Bylaw 8104

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

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

3. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8104, 2015".

4. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

5. 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 4th, 2015

READ a second and DEFEATED on June 15th, 2015

READ a third time

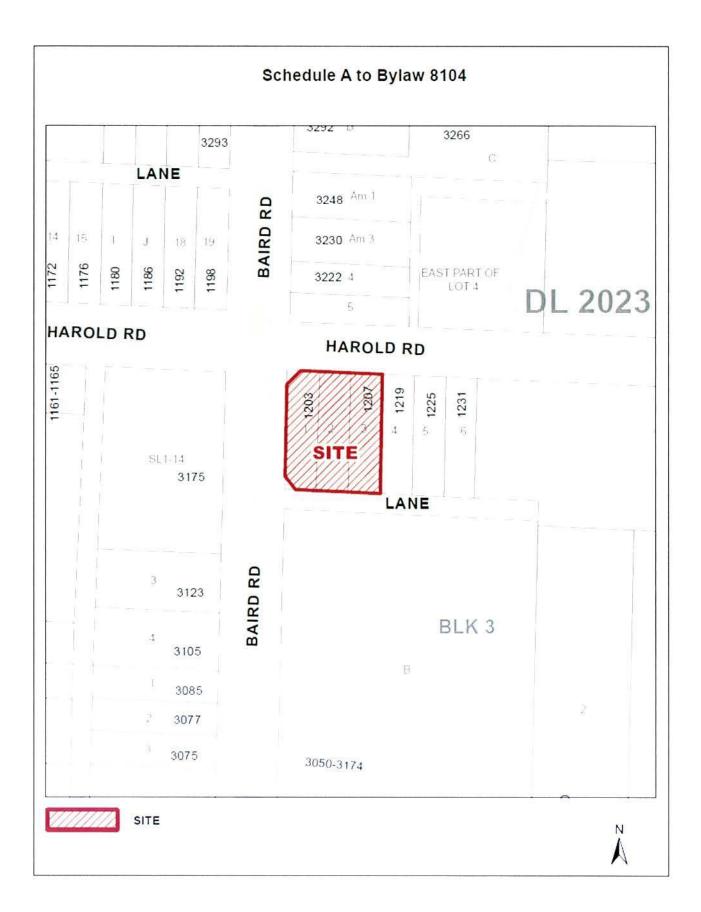
ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk



Schedule B to Bylaw 8104

SECTION 219 COVENANT (Rental Protection)

THIS COVENANT dated for reference the ____ day of ______, 2015, is

BETWEEN:

BRODY DEVELOPMENT (A & C) LTD. (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(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")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. <u>USE</u>

The Land must not be used or developed except in strict accordance with this Agreement.

2. **DEFINITIONS**

- (a) "Director" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) **"Owner**" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) **"Proposed Development**" means the proposed development to be constructed on the Land;
- (d) "Unit" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) **"Unit Owner**" means the registered owner of a Unit in any building in the Proposed Development.

3. <u>RENTAL ACCOMODATION</u>

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner 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 pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "Form J") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
 - (b) given a copy of the Form J 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. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land 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 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- 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.

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

4. <u>GENERAL PROVISIONS</u>

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- 4.06 For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part

thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.

- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.

- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

The Corporation of the District of North Vancouver

Bylaw 8103

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 1325 (Bylaw 8103)".

2. Amendments

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

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

"Comprehensive Development Zone 87 CD87"

2.2 Part 4B Comprehensive Development Zone Regulations by inserting the following:

"4B87 Comprehensive Development Zone 87 CD87

4B87-1 Intent:

The purpose of the CD87 Zone is to establish specific land use and development regulations for a seven unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475; Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold in the plan attached as Schedule "A".

4B87-2 Permitted Uses:

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:

(a) Uses Permitted Without Conditions:

(i) Residential building, multiple family townhouse.

(b) Conditional Uses:

Not Applicable.

4B87-3 Conditions of Use:

Not Applicable

4B87-4 Accessory Uses:

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

4B87-5 Density:

- (a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - (i) Open carports;
 - (ii) At grade crawlspaces beneath landings;
 - (iii) Specified potential elevator locations on all floors;
 - (iv) Roof deck stairs and access areas;
 - (v) Grade level waste disposal and recycling room, and electrical room; and
 - (vi) Bay window areas.

4B87-6 Amenities:

- (a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
 - 2. Contributes \$55,016 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art, park, trail, environmental or other public realm

improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

4B87-6 Height:

The maximum permitted height is 12.2 m (40.0 ft).

4B87-7 Setbacks:

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

Setback	Buildings (Min Setback)	
North Property Line (Harold Rd)	3.0 m (10.0 ft)	
East Property Line	1.5 m (5.0 ft)	
West Property Line (Baird Rd)	2.6 m (8.5 ft)	
South Property Line (Lane)	2.1 m (7.0 ft)	

(b) Projections above ground level are permissible as follows:

Setback	Maximum Setback Reduction	
North Property Line (Harold Rd)	0.76 m (2.5 ft)	
East Property Line	n/a	
West Property Line (Baird Rd)	1.1 m (3.5 ft)	
South Property Line (Lane)	0.3 m (1 ft)	

4B87-8 Coverage:

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

4B87-9 Landscaping:

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

4B87-10 Parking, Loading and Bicycle Parking Regulations:

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."
- 2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

READ a first time May 4th, 2015

PUBLIC HEARING held June 2nd, 2015

READ a second time

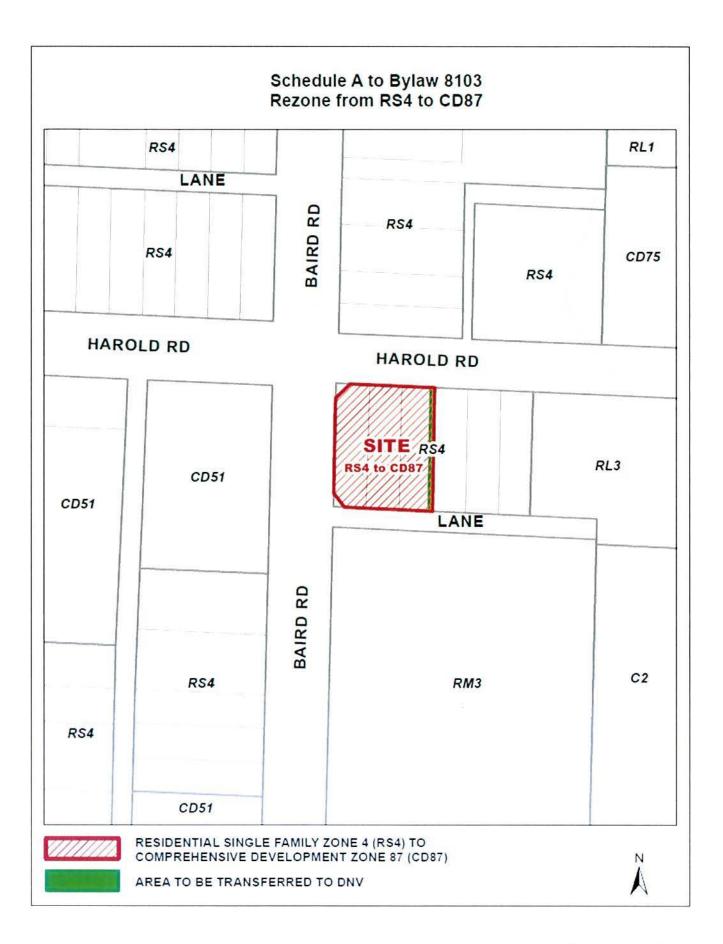
READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy



The Corporation of the District of North Vancouver

Bylaw 8104

A bylaw to enter into a Housing Agreement (Rental Protection - 1203-1207 Harold)

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 8104, 2015".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

i.	Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511
	PID 012-811-475;

- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

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 4th, 2015

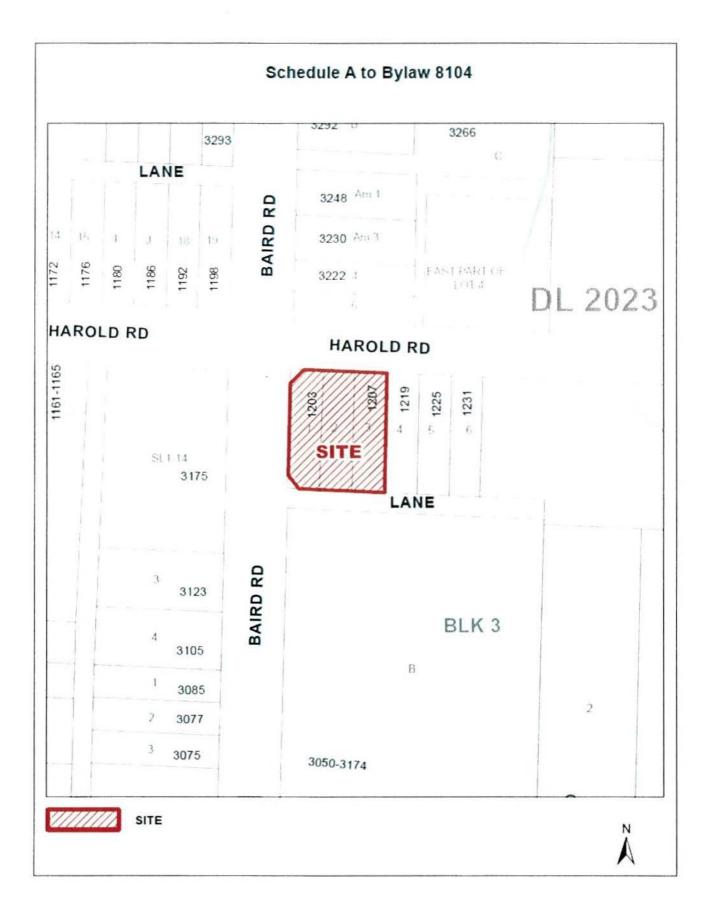
READ a second time

READ a third time

ADOPTED

Mayor

Certified a true copy



Schedule B to Bylaw 8104

SECTION 219 COVENANT (Rental Protection)

THIS COVENANT dated for reference the ____ day of ______, 2015, is

BETWEEN:

BRODY DEVELOPMENT (A & C) LTD. (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(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")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. <u>USE</u>

The Land must not be used or developed except in strict accordance with this Agreement.

2. <u>DEFINITIONS</u>

- (a) "**Director**" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "**Owner**" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "**Proposed Development**" means the proposed development to be constructed on the Land;
- (d) "Unit" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Unit in any building in the Proposed Development.

3. <u>RENTAL ACCOMODATION</u>

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner 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 pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "Form J") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
 - (b) given a copy of the Form J 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. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land 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 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- 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.

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

4. <u>GENERAL PROVISIONS</u>

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- 4.06 For the purposes of this Agreement "strata corporation" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided

or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.

- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.

- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

- END OF DOCUMENT -

ATTACHMENT

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 2, 2015 commencing at 7.00 p.m.

- Present: Acting Mayor R. Bassam Councillor M. Bond Councillor J. Hanson Councillor R. Hicks Councillor D. MacKay-Dunn
- Absent: Mayor R. Walton Councillor L. Muri

Staff. Ms. J. Paton, Manager – Development Planning Ms. L. Brick, Deputy Municipal Clerk Ms. C. Archer, Confidential Council Clerk Ms. L. Arishenkoff, Planner

The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)

Purpose of Bylaw:

Bylaw 8103 proposes to amend the Zoning Bylaw by rezoning 1203-1207 Harold Road from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 87 (CD87) to allow the development of an 8 unit townhouse project.

1. OPENING BY THE MAYOR

Acting Mayor Bassam 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.

In the Chair's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw.

- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review.
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night,
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- That this Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act

2. INTRODUCTION OF BYLAW BY CLERK

Ms. Linda Brick. Deputy Municipal Clerk, introduced the proposed bylaw stating that.

Bylaw 8103 proposes to amend the Zoning Bylaw by rezoning 1203-1207 Harold Road from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 87 (CD87) to allow the development of an 8 unit townhouse project.

3. PRESENTATION BY STAFF

Ms. Lilian Arishenkoff, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Ms. Arishenkoff advised that:

- The site is in the Lynn Valley Town Centre and is comprised of three single family lots with two houses currently on them;
- Adjacent property uses are single-family to the east and north, townhouses to the west and multifamily (RM3) to the south;
- Three lots are designated Residential Level 4 (transitional multifamily up to 1.2FSR) in the Official Community Plan;
- · The site is governed by the flexible planning framework that was adopted in 2013;
- The framework allows for a building height of between two and three storeys on the subject site;
- Proposal is for rezoning to Comprehensive Development Zone 87 (CD87);
- Vehicle access is from Baird Road through an existing open rear lane into a central auto courtyard;
- In the context of the flexible planning framework, the proposal provides a 1.25 metre dedication at the east end of the site;
- When the three single family lots further east develop in the future, a similar dedication will be required, at which time, the two dedications will be consolidated to create a 2.5 metre pedestrian greenway which will connect the existing pathway along Hastings Creek southward through the future redevelopment of Draycott Gardens and ultimately to Ross Road;
- The proposal provides for 16 parking stalls onsite at a ratio of two per unit;
- Bike parking will be provided;
- A facilitated Public Information Meeting was held on December 11, 2014 with 15 people in attendance;
- In response to feedback from the meeting, the applicant included a sidewalk on the west and north side of the project;

- The applicant will be providing an amenity contribution of approximately \$55,000 and approximately \$73,000 in Development Cost Charges;
- The District reviewed the application with a variety of District tools, including the Official Community Plan, Flexible Planning Framework, Green Building Policy, a review by the Advisory Design Panel, guidelines for adaptable design and the Strata Rental Protection Policy;
- It is noted that 50% of the units have an adaptable design which enables the addition of an elevator,
- Housing Agreement Bylaw 8104 will ensure that future strata bylaws do not prevent owners from renting out their units;
- The applicant will work with the District to develop a comprehensive Construction Traffic Management Plan which is a requirement of the Development Permit, and.
- The design of this project is a continuation of the infill projects that have been built to the west of the site.

4. PRESENTATION BY APPLICANT

4.1 Mr. Mike Brody, Brody Development:

Mr. Brody advised that:

- The number of units in the original application had been reduced and were made ground-oriented units in response to feedback from the community;
- The development is targeted to empty-nesters, with larger units and high quality design elements; and,
- He is available to answer any questions.

4.2 Mr. Duane Siegrist, Integra Architecture Inc.:

Mr. Siegrist highlighted that:

- · Attention has been paid to access to light in all liveable spaces;
- · The area is walkable, connecting to amenities in Lynn Valley;
- · Lane access is being maintained;
- · The auto courtyard will be gated for resident privacy;
- The development achieves a West Coast appearance through the use of stone and wood;
- · Roof decks will increase livability and offer more outdoor space; and,
- The adaptable design includes an elevator option for some units to allow for aging in place.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Ms. Laurie Townsend, 1200 Block Harold Road:

COMMENTING

- Expressed mixed feelings about proposal;
- Asked if the perimeter line marking the transition between single-family and multi-family use could be changed;
- Noted that duplexes and triplexes further west in the buffer zone between single family houses and higher density townhouses have the look and feel of single-family homes and suggested rezoning to allow for these multi-family uses instead of townhomes; and,

 Suggested that three houses could built with basement suites to provide six families with housing as another alternative.

5.2. Mr. Robert Gelling, 3300 Block Fromme Road:

- Spoke in opposition to the proposed development, and,
- Opined that there is too much development in Lynn Valley.

5.3. Mr. David Warawa, 1200 Block Harold Road:

- Remarked that in the last five or six years there has been an erosion of the area's reputation as being a friendly, open place;
- Commented on the increasingly crowded roadways, grocery stores, parks and other places; and,
- Suggested delaying the proposed development so that the nearby Marcon development could be completed before construction begins.

5.4. Mr. Michael Elwood, 1100 Block Harold Road:

- Commented that there is no street parking available, and.
- Noted he is not opposed to development.

5.5. Ms. Barbara Marshall, 3200 Block Baird Road:

- Remarked that finding parking on Baird Road and Harold Road is difficult;
- Queried if there will be any visitor parking in the proposed development; and,
- · Requested that the residential parking issues on Baird and Harold Roads be addressed.

5.6. Mr. Brady Fleguel, 1200 Block Harold:

- Expressed concern with parking issues in the area;
- · Remarked that there is no sidewalk on this street and noted when street parking is full it creates a safety hazard for pedestrians;
- Queried if the building height requires a variance; and,
- Commented that duplexes or triplexes would be a better transition from singlefamily to multi-family housing.

5.7. Dr. Corrie Kost, 2800 Block Colwood Drive:

- Asked about the proposed FSR;
- Queried if there had been any public input received; and,
- Suggested including visitor parking.

The meeting recessed at 7:44 and resumed at 7:55 pm.

6. QUESTIONS FROM COUNCIL

In response to a question from Council regarding the BuiltGreen standard, staff advised that BuiltGreen Gold will be required and the applicant's proposal voluntarily exceeds the requirement with Built Green Platinum. Staff noted that no additional floor space will be allowed as a result.

In response to a question from Council about the greenway, staff advised that there is a walkway connecting to the autocourt on the east side on the property and will remain on the property that will be available to the residents of the development. Staff clarified that

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the creation of the greenway is contingent on future development to the east, where a further dedication would be taken to achieve the pedestrian pathway

In response to a question from Council about the number of adaptable units, staff advised that four of the eight units will have closets stacked and sized for elevator installation in the future if required

In response to a question from Council about the sidewalk design and if there is a pedestrian strategy, staff advised that a new sidewalk would be constructed on the east side of Baird Road in front of the development

In response to questions from Council about parking, staff advised that.

- Two stalls will be provided per unit with no onsite visitor parking;
- There are two tandem stalls;
- · Not all the stalls are in enclosed garages; and,
- Staff and the applicant will review the possibility of creating one drive-through parking stall.

In response to a question from Council about a partial fourth floor, staff advised that a set of stairs and a small landing will provide access to the rooftop deck.

Council inquired about the changes that had been requested by the Advisory Design Panel. Staff advised that in response to issues raised by the Panel, the applicant revised the design as follows:

- Changed the proposal from garages only to a combination of garages and carports;
- Made adjustments to the design of the autocourt and gating to ensure adequate turning radius; and,
- Introduced a greater variety of windows, timber screens, stone base, two colours of wall panels and a bay window on the east elevation.

Staff further advised that the Panel had requested a review of the following items, resulting in no changes to the proposal:

- Window transparency on the west elevation to ensure the building materials would show; and,
- Handicapped parking.

In response to a question from Council about the number of units in the preliminary application, staff advised that the applicant had presented an application for an apartment building and a townhome option. The apartment option was not well received by the community. There were 14 units in the original application.

In response to a question from Council regarding the FSR, staff advised that the FSR under the density bonus bylaw is 1.2. The base FSR is .45 with an increase to the greater FSR with the payment of Community Amenity Contributions.

5. REPRESENTATIONS FROM THE PUBLIC, continued

- 5.8. Mr. Bill Harrison, 300 Block East 9th Avenue, Vancouver: IN SUPPORT
 - Advised that he is the landscape architect on the project;

- Commented that the project is well-designed in form and character, is tied into the street, community-oriented and attractive, and,
- Stated that the development will attract a more diverse demographic to Lynn Valley

5.9. Ms. Ursula Warawa, 1200 Block Harold Road:

- Expressed concern about traffic, garbage and the lack of parking.
- Requested clarification on the notification area for the project;
- Noted there is already a large impact on the community from existing projects; and
- Commented that there is too much development in the area.

Staff advised that a 75m radius is required by the District's Public Notification Policy as well as a large sign placed on the property and two ads in the North Shore News

5.10. Ms. Laurie Townsend:

 Requested clarification on changes to the property line being planned and who would be responsible for maintenance of the dedicated portion of land.

Staff advised that there will be an interim maintenance agreement placed on the title of the property, which will be the responsibility of the strata.

5.11. Dr. Corrie Kost:

- Asked if there had been shadow studies;
- Commented that the developer does excellent work; and
- Asked about the approximate price range for the units.

5.12. Mr. Don Harger, 1200 Block Harold Road:

- Commented favourably on the modern feel of the design; and,
- Expressed concern that sundecks will overlook his back yard.

The applicant advised that overlook is considered in the design of decks. Decks are set back from the roof edge to reduce overlook and that guardrails can be made opaque.

SPEAKING A SECOND TIME 5.13. Ms. Ursula Warawa, 1200 Block Harold Road:

Expressed concern about the lane being blocked during construction.

In response to Council's request for clarification, staff advised that laneways are covered by Highway Use Permits. If the developer wants to close the lane during construction, it must be in the required Construction Management Plan.

5.14. Ms. Dianne Wood, 3800 Block Sauve Place:

- Expressed concern about the number of developments in Lynn Valley and the impact on the community;
- Remarked that schools are full and using portables; and,
- Noted that traffic is getting worse.

Public Hearing Minutes - June 2, 2015

OPPOSED

COMMENTING

SPEAKING A SECOND TIME

SPEAKING A SECOND TIME

COMMENTING

7. COUNCIL RESOLUTION

MOVED by Councillor MACKAY-DUNN SECONDED by Councillor HICKS THAT the June 2, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" be returned to Council for further consideration

CARRIED (8 27 p m)

CERTIFIED CORRECT:

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Confidential Council Clerk

Public Hearing Minutes - June 2 2015

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		ATTACHMENT	F
Regular Meeting	pate May 4, 2015	R	b.p
Workshop (open to public)	Date:	Dept. Manager	GM/ Director

The District of North Vancouver REPORT TO COUNCIL

April 23, 2015 File: 3060.20/030.14

AUTHOR: Lilian Arishenkoff, Community Planner

SUBJECT: BYLAWS 8103 AND 8104: REZONING AND HOUSING AGREEMENT FOR AN 8 UNIT TOWNHOUSE PROJECT: 1203 AND 1207 HAROLD ROAD

RECOMMENDATIONS: It is recommended that:

- 1. Bylaw 8103, which rezones the subject site from Residential Single Family 7200 Zone (RS4) to Comprehensive Development 87 (CD87) to enable the development of an 8 unit residential townhouse project, be given First Reading;
- 2. Bylaw 8104, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
- 3. Bylaw 8103 be referred to a Public Hearing.

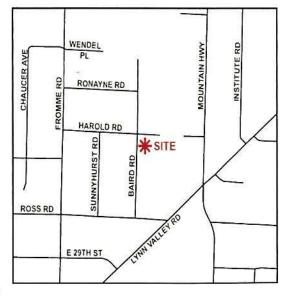
REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8103 to rezone the subject properties; and
- Bylaw 8104 to authorize entry into a Housing Agreement to ensure that future owners are not prevented from renting their units.

SUMMARY:

The applicant, Integra Architecture Inc. proposes to redevelop 3 single family lots located at 1203 – 1207 Harold Road for an 8 unit townhouse project. The proposal requires rezoning and issuance of a development permit. The proposal complies with the Official Community Plan (OCP) designation, the bylaws



supporting the project are recommended for introduction and the Comprehensive Development 87 zone is recommended for referral to a Public Hearing.

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BACKGROUND:

Official Community Plan

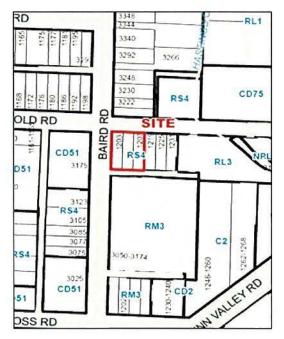
The subject properties are designated as *Residential Level 4: Transitional Multifamily* in the OCP, which envisions a mix of townhouse and apartment multifamily housing up to approximately 1.2 FSR. The density of the proposal is 1.2 FSR and therefore compliant with the Official Community Plan.

The proposed townhouse units are evenly split with four 3 bedroom units and four 2 bedroom units. The mix of units 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 Lynn Valley Flexible Planning Framework designates this site with a 2-3 storey building height. The proposed height is three storeys which is in compliance with the Flexible Planning Framework.

Zoning:

The subject properties are zoned Single Family Residential 6000 Zone (RS4) and therefore rezoning is required to permit this multi-family project. Bylaw 8103 proposes the establishment of a new Comprehensive Development Zone 87 (CD87) tailored specifically to this project (Attachment A).



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.

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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 5 or more residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8104 is provided to implement this policy and to ensure that the condominium units will not be subject to any future strata corporation rental restrictions (See Attachment B).

ANALYSIS

The Site and Surrounding Area:

The site consists of 3 single family lots currently developed with two houses on the Harold Road cul-de-sac. Adjacent

uses consist of single family lots (zoned RS-4) to the east and north, existing townhouses to the west and multifamily residential (zoned RM3) to the south.

The OCP designates the surrounding area as:

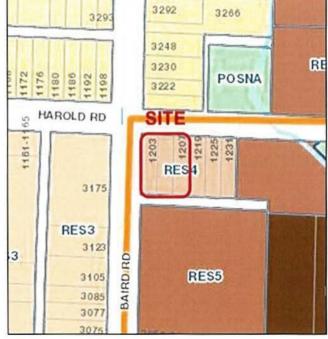
- Residential Level 4: Transitional Multifamily to the east;
- Residential Level 2: Detached Residential to the north;
- Residential Level 3: Attached Residential to the west; and
- Residential Level 5: Low Density Apartment to the south.

Project Description:

Site Plan/Building Description:

The project consists of 8 townhouses in one building arranged around an interior auto courtyard as illustrated on the Site Plan.





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The townhouses are three storeys each with their main doors fronting Harold Road and Baird

Street. Each unit has its own at grade parking either in a garage or carport. The carports are accessed off the central auto courtyard with one driveway access to the lane. The units with garages are accessed directly off of the lane. Four of the units have 3 bedrooms and the remaining four units have 2 bedrooms. The units range in size from 137.6m² (1481 sq ft) to 206.2m² (2219 sq ft), excluding the carports. The building is approximately 11.9m (39 ft) in height.

On the east side of the property, the applicants will dedicate a 1.25m strip of land that will be consolidated with a future similar dedication from the remaining three properties to the east along Harold Rd once they redevelop. This future 2.5m pathway will be located at the easternmost section of the Harold Road cul-desac in compliance with the Lynn Valley Town Centre section of the OCP Schedule A.

Parking

Vehicle access to the site is off the rear lane. The proposal is to provide 16 parking stalls at 2 spaces per unit. Individual parking in each unit

is either in a side by side or tandem arrangement with 2 of the stalls being tandem and there are 8 small car stalls. While there are no visitor parking spaces onsite, the proposal provides

more than the required 1.6 parking spaces per unit (townhouse and visitor combined) for this Lynn Valley Town Centre location.

Landscaping

The landscaping is concentrated at the perimeter of the site, including plantings and hedges. Along Harold Street in front of the units there are a series of rain gardens and one bench. The landscape architect has also included two green walls and trellises that separate the project from the property to the east. In addition, the auto court will be made out of permeable pavers.



HAROLD ROAD

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East Elevation- Baird Road

Accessible Units

In response to the District's "Accessible Design Policy for Multi-Family Housing", the project includes four units where the possibility of future elevator installation has been designed into the units by lining up closets on each floor, creating a future potential elevator shaft. Accessible access to these units would be from the ground level internal autocourt. As required within the accessible design policy, there are certain basic accessible design elements that must be incorporated into the design for each unit (where feasible). At the development permit stage, the developer will be required to submit an "Accessible Multi-Family Housing Design Checklist" which identifies how the entire development attains the requirements of the policy.

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'.

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8103, and a Housing Agreement Bylaw, Bylaw 8104, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8103 (Attachment A) rezones the subject properties from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development 87 Zone (CD87) which:

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- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a maximum density FSR (Floor Space Ratio) of 1.2 subject to payment of a \$55,016.20 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- · incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8104, (Attachment B) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

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

- a green building covenant;
- a stormwater management covenant;
- a lot consolidation that shows the required dedications, including the 1.25m parcel; and
- Section 219 Covenant to address the interim maintenance of the 1.25m parcel.

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 \$55,016.20 has been calculated and this amount is included in the proposed CD87 Zone. The CD87 Zone allows the CACs from this development to be used toward public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated a public information meeting on December 11, 2014. This meeting was attended by approximately 15 residents. Several letters were also received.

The comments focused primarily on the landscaping proposed, building materials to be used, anticipated traffic and how the increase in demand for parking will be addressed in the area. Several letters were also received from the public with additional comments regarding construction traffic management and the safety of children walking to school.

The applicant is required to provide construction management which addresses the issues raised and includes a communications plan for the neighbourhood. Onsite parking exceeds the 1.6 stalls per unit envisioned in the parking strategy for Centres. New sidewalks adjacent to the site will improve existing pedestrian conditions.

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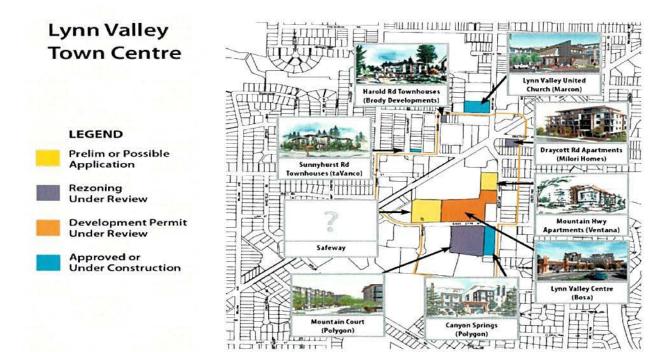
CONSTRUCTION MANAGEMENT PLAN:

In order to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a "Construction Traffic Management Plan" as a condition of a Development Permit. The Construction Traffic Management Plan must minimize construction impacts on pedestrian movement and vehicular traffic along Harold Rd, Baird Road, Mountain Highway and the surrounding streets. The plan is required to be approved by the District prior to issuance of a Building Permit.

In particular, the Construction Traffic Management Plan must:

- 1. Limit sidewalk closures to those necessary for sidewalk upgrades along Harold Rd and Baird Rd. and include measures to reduce any impacts to traffic and pedestrians;
- 2. Outline roadway efficiencies (ie. location of traffic management signs and flaggers);
- 3. Provide a point of contact for all calls and concerns;
- 4. Provide a sequence and schedule of construction activities;
- 5. Identify methods of sharing construction schedule information with other developments in the area;
- 6. Define locations for truck marshalling and trade vehicle parking which are acceptable to the District and minimize impacts to neighbourhoods; and
- 7. Include a communication plan to notify surrounding businesses and residents.

As noted in the diagram below, the subject site is shown in relation to other residential construction projects and potential development projects in the immediate area. While the Construction Traffic Management Plan needs to take into consideration each of these



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projects, the closest two, the townhomes at Sunnyhurst and Ross Road and the Lynn Valley United Church apartment project will be well under construction by the time construction starts on the subject site.

Advisory Design Panel

The application was considered by the Advisory Design Panel on October 9, 2014 and the panel recommended approval of the project subject to some detailed refinements. The applicant has modified their plans appropriately to the satisfaction of staff.

CONCURRENCE:

<u>Staff</u>

The project has been reviewed by Building, Environment, Parks, Engineering, Policy Planning, Urban Design, Transportation Planning, Real Estate and Properties, Legal, Fire Department and Arts Office staff. Staff has made recommendations, throughout the development review process, to enhance the proposed development and to address specific concerns to their satisfaction.

CONCLUSION:

This rezoning proposal for 8 townhouse units is in conformity with the Official Community Plan, the Flexible Planning Framework for Lynn Valley Town Centre, and applicable development permit guidelines. Bylaws 8103 and 8104 are ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8103 and 8104 and refer Bylaw 8103 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8103 and 8104 at First Reading.

Lilian Arishenkoff Community Planner

Attachments: A – Bylaw 8103 B – Bylaw 8104

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

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ATTACHMENT	A
ATTAUNIVENT	1

The Corporation of the District of North Vancouver

Bylaw 8103

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 1325 (Bylaw 8103)".

2. Amendments

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

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

"Comprehensive Development Zone 87 CD87"

2.2 Part 4B Comprehensive Development Zone Regulations by inserting the following:

"4B87 Comprehensive Development Zone 87 CD87

4B87-1 Intent:

The purposed of the CD87 Zone is to establish specific land use and development regulations for an eight unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475; Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold in the plan attached as Schedule "A".

4B87-2 Permitted Uses:

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:

(a) Uses Permitted Without Conditions:

(i) Residential building, multiple family townhouse.

(b) Conditional Uses:

Not Applicable.

4B87-3 Conditions of Use:

Not Applicable

4B87-4 Accessory Uses:

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

4B87-5 Density:

- (a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - (i) Open carports;
 - (ii) At grade crawlspaces beneath landings;
 - (iii) Specified potential elevator locations on all floors;
 - (iv) Roof deck stairs and access areas;
 - (v) Grade level waste disposal and recycling room, and electrical room; and
 - (vi) Bay window areas.

4B87-6 Amenities:

- (a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
 - 2. Contributes \$55,016 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art, park, trail, environmental or other public realm

improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

4B87-6 Height:

The maximum permitted height is 12.2 m (40.0 ft).

4B87-7 Setbacks:

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

Setback	Buildings (Min Setback)		
North Property Line (Harold Rd)	3.0 m (10.0 ft)		
East Property Line	1.5 m (5.0 ft)		
West Property Line (Baird Rd)	2.6 m (8.5 ft)		
South Property Line (Lane)	2.1 m (7.0 ft)		

(b) Projections above ground level are permissible as follows:

Setback	Maximum Setback Reduction	
North Property Line (Harold Rd)	0.76 m (2.5 ft)	
East Property Line	n/a	
West Property Line (Baird Rd)	1.1 m (3.5 ft)	
South Property Line (Lane)	0.3 m (1 ft)	

4B87-8 Coverage:

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

4B87-9 Landscaping:

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

4B87-10 Parking, Loading and Bicycle Parking Regulations:

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."
- 2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy



Attach B

The Corporation of the District of North Vancouver

Bylaw 8104

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

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 8104, 2015".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

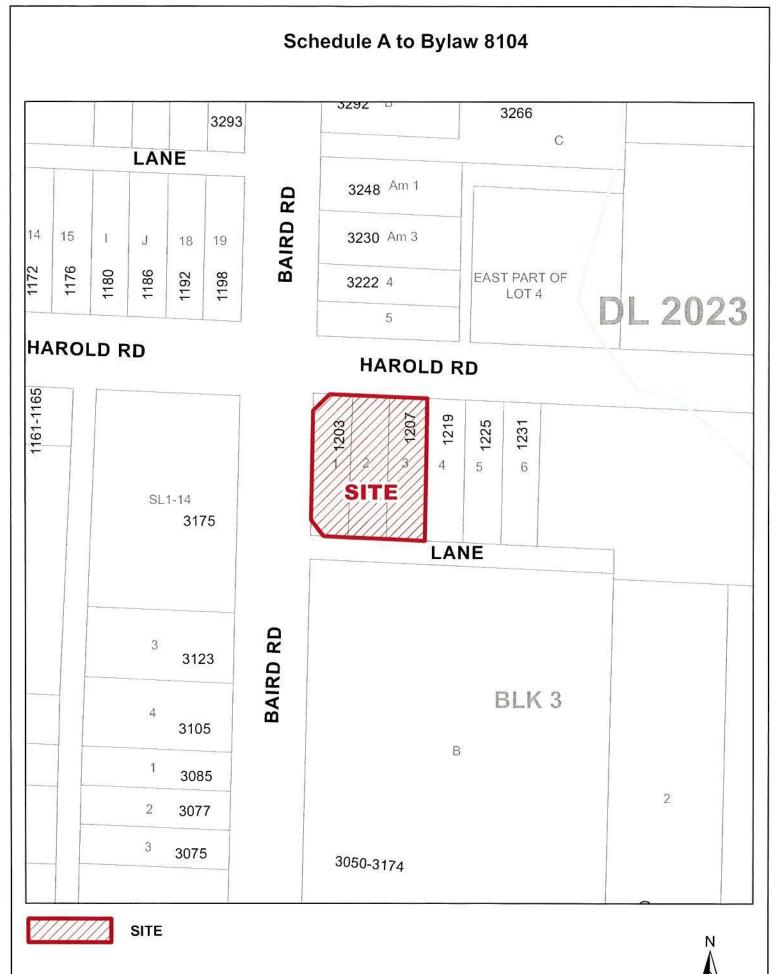
- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

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	, 2015	
READ a second time	, 2015	
READ a third time	, 2015	
ADOPTED	_, 2015	
Mayor		Municipal Clerk
Certified a true copy		



Schedule B to Bylaw 8104

SECTION 219 COVENANT (Rental Protection)

THIS COVENANT dated for reference the ____ day of ______, 2015, is

BETWEEN:

BRODY DEVELOPMENT (A & C) LTD. (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(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")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. <u>USE</u>

The Land must not be used or developed except in strict accordance with this Agreement.

2. DEFINITIONS

- "Director" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "Owner" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "**Proposed Development**" means the proposed development to be constructed on the Land;
- (d) "Unit" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Unit in any building in the Proposed Development.

3. RENTAL ACCOMODATION

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner 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 pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "Form J") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
 - (b) given a copy of the Form J 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. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land 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 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.

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

4. <u>GENERAL PROVISIONS</u>

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.

- 4.06 For the purposes of this Agreement "strata corporation" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.
- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for

ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.

- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context

otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

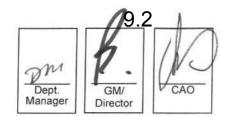
- END OF DOCUMENT -

AGENDA INFORM	NOITAN
Date:	JJ116,2

Date:

Regular Meeting Workshop (open to public)

			2-	10
te:	JULY	6,	20	15
-	1			



The District of North Vancouver **REPORT TO COUNCIL**

June 23, 2015 File: 10.4792.01/007

AUTHOR: Cristina Rucci, Social Planner

SUBJECT: 2015 Community Service Grants Recommendations

RECOMMENDATION:

- Council approve the 2015 Community Service Grants allocations of \$269,454 in Accordance with Attachment A
- 2. Council direct staff to refer the request for an inflation adjustment to the Community Service Grant budget to the 2016 financial planning process.

REASON FOR REPORT

To recommend the allocation of the 2015 Community Service Grants and to make Council aware of key issues identified during the grant review process.

SUMMARY:

In 2015, the Community Services Advisory Committee (CSAC) thoroughly reviewed 53 grant applications from 33 agencies. As well, the Committee reviewed the Annual Accountability Forms that were submitted by the 30 agencies that are on the second year of their two-year funding cycle. The total budget for 2015 is \$269,454 and of that amount \$124,314 is recommended to be allocated to agencies that submitted a detailed application while the remaining \$145,140 will be distributed to agencies in year two of their funding cycle (these agencies will receive the same grant as they were given in 2014). The grants requested by each applicant were considered and carefully weighed against the availability of funds and the Municipal Community Service Grants Policy as well as the Municipal Community Service Grants Goals and Guiding Principles approved by Council on January 5, 2004 (Attachment B).

BACKGROUND:

As per the Municipal Community Services Grants Goals and Guiding Principles, the purpose of the Community Service Grants is to provide financial support to non-profit organizations. These non-profits include those that are working with each other, government and residents to address North Shore community social issues and needs, and to bring about positive social change for North Vancouver District residents. For the 2015 Community Grants, the 10 member CSAC Committee assessed applications from 33 agencies, all of which are doing their part to create a caring, safe, healthy and supportive community. As part of the assessment, committee members also met with staff or volunteers from the service agencies that made a detailed application to discuss the grant application with them and to learn more about the services and programs proposed for funding.

Although the two-year funding cycle, which was introduced three years ago, has generally reduced the number of meetings, members did have to meet 11 times between March and June (including a meeting on Saturday to review permissive tax exemptions) to review the applications that were received in 2015.

In total, the committee dedicated approximately 335 hours to the grant review process. The time was allocated as follows: Document Review: 49 hours; Interviews: 54 hours; Report Writing: 50 hours; Meetings: 175 hours; and Meeting Prep: 7 hours.

EXISTING POLICY:

- District of North Vancouver Grants Policy 5-1850-2 which states that Council recognizes that community non-profit organizations contribute to the well-being of the citizens of the Municipality and to the improvement of their quality of life, and that financial support by Council may effectively promote additional funding from other sources (Attachment C)
- Municipal Community Service Grants Goals and Guiding Principles
- OCP Bylaw 7900 outlines the following policies under Section 6.3 which supports the District's commitment in providing assistance to social service agencies:
 - 6.3.1 Facilitate the delivery of accessible community services and social programs to meet the current and future needs of all District residents
 - 6.3.3 Facilitate the provision of accessible services, programs, and facilities that encourage seniors and people with disabilities to function independently
 - 6.3.11 Support civic and community partners with resources, information sharing and collaboration in the achievement of District objectives.

ANALYSIS:

Summary of Grant Applications:

In total, 61 applications were received in 2015. Of these, 53 applications were eligible for funding (see Attachment D for an overview and description of agencies that were considered for funding in 2015). The following 7 applications did not fit the various criteria included in the Municipal Community Service Grants Goals and Guiding Principles:

Application	Amount Requested	Explanation for Not Meeting Criteria	Action/Committee Response (if any)
Capilano University Foundation – An Environmental Networking and Student Action Workshop	\$1,000 (Program)	Community grants cannot be used for services that are primarily environmental	Provided a list of other potential grant opportunities

Futures Society – Special Christmas Party	\$10,000 (Operating)	Community grants cannot be used to fund community events	Referred the grant application to the Arts Office for their consideration.
Futures Society	\$10,000 (Program)	Community grants cannot be used to fund community events	
Highlands Preschool Centre Society – Music with Ryan	\$6,000 (Program)	Community grants cannot be used for the purpose of child care.	Directed them to apply for a Child Care Grant.
Lynn Valley Services Society	\$5,000 (Operating)	Duplication of funding	Advised LVSS that since they already receive core funding for their operating, that any increase should be requested through the core grant process
North Shore Aquatics Society	\$500 (Operating)	Community grants cannot be used for services that are primarily recreational	none
Parkgate Community Services Society – Youth Community Garden/Food Program	\$5,919 (Program)	Community grants cannot be used for services that are primarily environmental	Provided a list of other potential grant opportunities
Upper Lonsdale Preschool Society – Preschool students music program	\$500 (Program)	Community grants cannot be used for the purpose of child care.	Directed them to apply for a Child Care Grant.

Since the Community Service Grants Goals and Guiding Principles were introduced in 2004, the number of grant applications has remained relatively stable over the years. There was an anomaly in 2014, however, as the Committee received an unusually high number of applications from new agencies as well from existing agencies wanting to secure funding for new programs. In 2015, the committee also received a significant number of applications, especially when compared to 2013, which is the last time many of these agencies applied for funding. In 2013, 38 grant applications were received from 25 agencies and in 2015 the committee reviewed 53 applications from 33 agencies, which is a 39% increase. The following table shows the number of applications, amounts requested and budget over the past 6 years (2010-2015).

Grant year	2010	2011	2012	2013 (start of 2yr cycle)	2014	2015
# applications	74	77	84	38	78	61
# ineligible	3	0	0	9	5	7
Total requested	\$380,485	\$407,744	\$409,737	\$226,545	\$386,138	\$269,657
Budget	\$241,994	\$246,934	\$255,713	\$119,031*	\$145,140*	\$124,314*

*Indicates approximately half of the budget as the remainder of the budget has been earmarked for applications that are in the second year of the funding cycle.

New Programs and New Applications

In 2015, the committee considered a total of 18 new applications from both agencies that they currently fund as well as from organizations that they had not supported in the past. In total agencies that currently receive funding (Canadian Red Cross, Hollyburn Family Services, NS Avalon Women's Centre, and NS Salvation Army) submitted 6 applications for new programs totalling \$25,700. The amount recommended by the committee for these new programs equalled \$5,269.

The committee also reviewed a total of 11 applications from 7 different agencies that have not received a community grant in the past. These agencies include Canadian Iranian Foundation, G.V. Counselling & Education Society for Families, Lynn Valley Services Society, Multiple Sclerosis Society, St. John Ambulance, Third Vision Foundation and West Coast Family Centres Society. The total amount requested by these agencies totalled \$62,900 and of that amount \$3,833 was recommended by the committee.

Reconciliation Process and Budget

In 2015, the Committee's recommendations exceeded the budget by \$37,473. In an effort to provide a fair and equitable way to reduce the grants across the board, the committee incorporated the same three-tier approach that they had developed last year, whereby all agencies received some reduction to their recommended amount. Specifically, all grants under \$3,000 were reduced by 10%, while 20% was reduced from grants over \$3,000 that were allocated to existing agencies. All new programs and operating requests (from new and existing agencies) were reduced by 62.37%. The committee developed a definition of 'new' program, which is included as Attachment E.

As in previous years, the committee used their entire budget and did not put any money into a contingency fund.

In order to better support the growing number of requests for community grants, including requests from new agencies, the Committee requests that Council continue to consider an inflation adjustment to the Community Service Grant Budget in 2016. With Council direction, staff will refer this item to the 2016 financial planning process.

Challenges in 2015

In 2015, the committee reviewed a diversity of applications from seniors' organizations, agencies that serve people with disabilities, counselling services, youth serving agencies as well as organizations that serve populations that are living in poverty.

As has been the case over the years, all agencies noted that they are experiencing a decrease in funding dollars from other levels of government as well as from the United Way, Vancouver Coastal Health and other funding sources. At the same time, these agencies are seeing an increase in demand for their service. In addition to the funding cuts, other challenges being faced by organizations include greater competition for fundraising dollars, increased rents and a decrease in the number of volunteer hours. A few agencies also noted that they have recently faced, or will face in the near future, eviction from their current building which has added additional stress to their organization.

Many organizations (Big Brothers, Hollyburn, N.S. Crisis Services, Harvest Foundation, North Shore Housing Centre, Salvation Army and Sharing Abundance) also noted in their applications and in the interviews with the committee members, that they are seeing a rise in poverty which is impacting peoples' ability to meet their basic needs such as shelter and food. This is being felt by people of all ages, particularly seniors, and by people from diverse ethnic backgrounds. In the application submitted by the Salvation Army for a Student Outreach Program at Mountainside Secondary, it was noted that an estimated 70% of the students attending the school come from financially challenged environments and that many of the kids attending the school are deprived of basic nutrition. The North Shore House Centre (Lookout) stated that they served more than 1300 people last year, but had to turn away people seeking shelter more than 2000 times which demonstrates the rise in demand for these services.

Social isolation, increased stress due to financial and social issues, anxiety, depression and the lack of safe and affordable housing were also highlighted by organizations as being significant issues being faced by their clients on the North Shore.

Timing/Approval Process:

Early approval from Council is desirable so that cheques can be issued to agencies in July.

Concurrence:

Staff worked closely with the Committee throughout the grant process. The committee has reviewed and endorsed the grant recommendations outlined in this report. Finance staff have also reviewed the report.

Financial Impacts:

Council approval of the recommendation in this report will release the \$269,454 approved in the 2015 budget for community service grants.

Social Policy Implications:

The District of North Vancouver's practice of providing grants to non-profit organizations that offer support and prevention services to District residents furthers the aims of social sustainability by leveraging our resources effectively to assist in meeting human needs.

Conclusion:

Social service agencies greatly rely on community service grants. The services and programs that are delivered by the agencies that receive these grants benefit all District of North Vancouver residents, from isolated seniors that need companionship or a nutritious meal to a pre-teen that requires mentorship and a safe place to go, to the family that is homeless or on the verge of homelessness. Social service organizations serve many needs, help residents overcome a variety of challenges, and provide people the information and tools they need to make them feel empowered, dignified and successful.

Agencies are appreciative of the financial assistance the District provides their organizations through these grants. For small organizations, with little capacity to fundraise, such as Sharing Abundance or Canadian Hard of Hearing, these grants are vital to the operation of their agency while for larger organizations, these grants provide them the ability to access funding from senior levels of government as well as other funding sources.

Respectfully submitted,

Cristina Rucci, RPP, MCIP Social Planner

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	Finance	NS Health
Engineering Operations	Generation Fire Services	RCMP
Parks		Recreation Com
Environment	□ Solicitor	Gamma Museum & Arch.
G Facilities	GIS	Other:
Human Resources		

		2013	2014	2015	2015
Drganization / Program		Granted	Granted I	Request	Recommended
Athletics for Kids (Operating)			\$ 2,250.00	1. A. A.	\$2,250
3C Pets and Friends (Operating)			\$ 1,350.00		\$1,350
Big Brothers of Greater Vancouver (Program) - Big & Little Brother Community Program	\$	1,500.00	\$ 1,500.00	\$5,000	\$1,350
Big Brothers of Greater Vancouver (Program) - In School Mentoring Program (adult volunteers)	\$	1,500.00	\$ 1,500.00	\$2,000	\$1,350
Big Sisters of BC Lower Mainland (Program) - Big Sisters North Shore Mentoring Program	\$	3,500.00	\$ 3,500.00	\$6,000	\$3,200
Boys and Girls Clubs of South Coast BC - Norvan Club (Operating)	\$	13,850.00	\$ 12,000.00		\$12,000
Boys and Girls Clubs of South Coast BC - Norvan Club (Program) - Preteen Girls' Program	\$	3,000.00	\$ 2,800.00		\$2,800
Boys and Girls Clubs of South Coast BC - Norvan Club (Program) - Preteen Nights			\$ 1,764.66		\$1,764.66
Canadian Hard of Hearing Association (NS Branch) (Operating)	\$	1,100.00	\$ 1,100.00	\$1,100	\$990
Canadian Iranian Foundation (Operating)	1			\$25,000	\$0
Canadian Iranian Foundation (Program) - Orientation & Integration				\$1,500	\$0
Canadian Iranian Foundation (Program) - Active Living Workshops				\$800	\$0
Canadian Mental Health Association, North and West Vancouver Branch (Operating)	\$	5,286.00	\$ 4,400.00		\$4,400
Canadian Mental Health Association, North and West Vancouver Branch (Program) - Brief					
Counselling - Support to Low-Income NS Residents	\$	1,500.00	\$ 1,350.00		\$1,350
Canadian Mental Health Association, North and West Vancouver Branch (Program) - Health and				1.1.1.1.1	
Wellness - Reducing Stigma	\$	2,500.00	\$ 1,350.00		\$1,350
Canadian Mental Health Association, North and West Vancouver Branch (Program) - Support					
Groups - Building Capacity	\$	1,000.00	\$ 900.00		\$900
Canadian Red Cross (Program) - Bullying Prevention			\$ 1,512.57		\$1,512.57
Canadian Red Cross (Program) - Help Depot				\$2,000	\$753
Capilano Community Services Society (Operating)	\$	12,500.00	\$ 12,500.00	\$15,000	\$10,400
Capilano Community Services Society (Program) - Seniors Hub	\$	6,500.00	\$ 6,500.00	\$15,000	\$6,000
Cascadia Society for Social Working (Program) - Music Therapy Program	\$	1,820.00	\$ 1,800.00		\$1,800
Cerebral Palsy Association of BC (Program) - North Shore Community Connections	\$	250.00	\$ 250.00	\$700	\$630
Change the World Foundation (Harvest Project) (Operating)	\$	10,920.00	\$ 9,600.00		\$9,600
Change the World Foundation (Harvest Project) (Program) - Client Care Program	1		\$ 756.28		\$756.28
Change the World Foundation (Harvest Project) (Program) - Food Program			\$ 1,260.47		\$1,260.47
Crisis Intervention and Suicide Prevention Centre of British Columbia (Operating)	\$	2,000.00	\$ 2,000.00	\$5,000	\$4,000
Crisis Intervention and Suicide Prevention Centre of British Columbia (Program) - SafeTALK			\$ 1,260.47		\$1,260.47
Crisis Intervention and Suicide Prevention (Program) - Seniors Wellness Program				\$1,000	\$376
Crisis Intervention and Suicide Prevention Centre of British Columbia (Program) - YouthInBC.com			\$ 1,260.47		\$1,260.47

	2013	2014	2015	2015
Organization / Program	Granted	 Granted	Request	Recommended
Family Services of the North Shore (Program) - Child & Youth Counselling & Prevention	\$ 1,660.00	\$ 1,660.00	\$3,200	\$2,250
Family Services of the North Shore (Program) - I hope family centre at Maplewood	\$ 1,500.00	\$ 1,500.00	\$2,000	\$1,800
Family Services of the North Shore (Program) - Individual, Couple, and Family Counselling	\$ 13,150.00	\$ 13,150.00	\$16,800	\$12,000
Friend 2 Friend Social Learning Society (Program) - Autism Demystification and IPG Programs	\$ 1,000.00	\$ 1,000.00	\$3,000	\$2,700
Friend 2 Friend Social Learning Society (Program) - Play Centre for Children with Autism Program	\$ 1,660.00	\$ 1,660.00	\$3,000	\$2,700
GV Counselling and Education Society for Families (Operating)		\$ 1	\$5,000	\$1,350
GV Counselling and Education Society for Families (Program) - 10 Weeks Healthy Relationships		\$ -	\$2,800	\$226
GV Counselling and Educaiton Society for Families (Program) - Youth Facility Training Program		\$ -	\$1,800	\$0
Highlands United Church (Program) - Shelter to Home		\$ 302.51		\$302.51
Hollyburn Family Services Society (Operating)	\$ 1,660.00	\$ 1,660.00	\$6,000	\$1,800
Hollyburn Family Services Society (Program) - Aboriginal Court Mental Health Outreach		\$ 756.28	11.1	\$756.28
Hollyburn Family Services Society (Program) - Seniors at Housing Risk Outreach Program	\$ 1,300.00	\$ 1,170.00	a deserve to	\$1,170
Hollyburn Family Services Society (Program) - Supporting Seniors to Remain Housed		\$ 1,260.47		\$1,260.47
Hollyburn Family Services Society (Program) - West Vancouver Family Place	\$ 2,000.00	\$ 1,800.00		\$1,800
Hollyburn Family Services Society (Program) - Wired for Success		\$ 2	\$2,000	\$900
Hollyburn Family Services Society (Program) - Life Success Program			\$2,000	\$0
Lionsview Seniors' Planning Society (Operating)	\$ 3,750.00	\$ 3,200.00		\$3,200
Lionsview Seniors' Planning Society (Program) - Age Friendly Senior Action Tables	\$ 970.00	\$ 900.00	Molection of	\$900
Lionsview Seniors' Planning Society (Program) - North Shore News Older and Wiser Column	\$ 400.00	\$ 	\$500	\$0
Lionsview Seniors' Planning Society (Program) - Services to Seniors Coalition	\$ 1,500.00	\$ 1,350.00		\$1,350
Living Systems Society (Program) - Access Counselling Program	\$ 2,500.00	\$ 2,500.00	\$5,000	\$1,800
Living Systems Society (Program) - Play Therapy Program	\$ 4,000.00	\$ 4,000.00	\$5,000	\$3,600
Lynn Valley Services Society (Program) - Connected Seniors Computer Outreach			\$5,000	\$376
Multiple Sclerosis Society of Canada (Program) - Active Living Now Forum			\$2,000	\$376
Norgate Community Programs (Program) - Summer Enrichment Camp 2013	\$ 1,992.00	\$ 1,992.00	\$1,992	\$1,793
North Shore Avalon Women's Centre (Operating)		\$ 6,000.00)	\$6,000
North Shore Avalon Women's Centre (Program) - Peer Support Program			\$10,000	\$1,882
North Shore Community Resources Society (Operating)	\$ 7,176.00	\$ 5,880.00)	\$5,880
North Shore Community Resources Society (Program) - Information/Volunteer N.S.	\$ 13,175.00	\$ 10,800.00)	\$10,80
North Shore ConneXions Society (Program) - Education and Community Awareness (ECA)	\$ 1,000.00	\$ 1,000.00	\$2,000	\$1,350
North Shore ConneXions Society (Program) - Friendship Circles	\$ 1,000.00	\$ 5 1,000.00	\$2,000) \$1,35
North Shore Crisis Services Society (Operating)	\$ 18,365.00	\$ 18,365.00	\$19,300	5 \$14,69

		2013		2014	2015	2015
Organization / Program		Granted		Granted	Request	Recommended
North Shore Disability Resource Centre (Program) - Information and Advocacy Program			\$	-	\$5,000	\$4,000
North Shore Disability Resource Centre (Program) - North Shore Adults Support Network	\$	1,500.00	\$	1,500.00	\$1,500	\$1,350
North Shore Disability Resource Centre (Program) - Parents' Night Out Support Group			\$	403.35		\$403.35
North Shore Disability Resource Centre (Program) - Summer Bursary Program	\$	3,750.00	\$	3,750.00	\$3,750	\$2,560
North Shore Disability Resource Centre (Program) - Transition and Employment: Parent						A) All an
Information Events			\$	1,386.52		\$1,386.52
North Shore Housing Centre (a.k.a. Lookout) (Operating)	\$	4,245.00	\$	4,245.00	\$10,000	\$5,600
North Shore Fruit Tree Project (Operating)	\$	800.00	\$	450.00		\$450
North Shore Hospice Society (Operating)	\$	1,500.00	\$	1,350.00		\$1,350
North Shore Hospice Society (Program) - Palliative Care and Family Education			\$	756.28		\$756.28
North Shore Keep Well Society (Operating)	\$	2,000.00	\$	2,000.00	\$3,000	\$1,800
North Shore Meals on Wheels Society (Operating)	\$	1,500.00	\$	1,500.00	\$2,000	\$1,800
North Shore Multicultural Society (Operating)	\$	3,500.00	\$	6,000.00		\$6,000
North Shore Multicultural Society (Program) - Community Bridging Program	\$	3,500.00	\$	3,200.00		\$3,200
North Shore Multicultural Society (Program) - Neonology	\$	1,636.00	\$	1,800.00		\$1,800
North Shore Neighbourhood House (Program) - Edible Garden Project	\$	1,190.00	\$	1,350.00		\$1,350
North Shore Neighbourhood House (Program) - Pre-Teen Program	\$	2,000.00	\$	1,350.00		\$1,350
North Shore Neighbourhood House (Program) - Seniors Peer Support	\$	2,150.00	\$	2,250.00		\$2,250
North Shore Neighbourhood House (Program) - Young Parent Program	\$	2,650.00	\$	2,400.00		\$2,400
North Shore Salvation Army (Program) - Frozen Meal Program					\$5,000	\$1,129
North Shore Salvation Army (Program) - Mountainside School Food Outreach					\$5,000	\$1,129
North Shore Restorative Justice (Program) - Schools Program			\$	504.19		\$504.19
North Shore Safety Council (Operating)	\$	1,390.00	\$	2,400.00		\$2,400
North Shore Schizophrenia Society (Operating)	1003		\$	2,560.00		\$2,560
North Shore Stroke Recovery Centre (Operating)	\$	3,000.00	\$	2,400.00	1.8.2 6	\$2,400
North Shore Stroke Recovery Centre (Program) - Arts Strokes			\$	504.19		\$504.19
North Shore Stroke Recovery Centre (Program) - Stroke Survivors Peer Support			\$	756.28	Last -	\$756.28
North Shore Volunteers for Seniors (Operating)	\$	1,200.00	\$	1,200.00	\$1,350	\$900
North Shore Women's Centre (Operating)	\$	15,000.00				
North Shore Women's Centre (Program) - Health and Wellness Program			\$	1,512.58		\$1,512.58
North Shore Women's Centre (Program) - Single Mother's Support Group	\$	1,000.00	-	1,000.00		
Pacific Post Partum Support Society (Operating)	Ť		\$	and the second sec	the second s	\$1,512.58

		2013	2014	2015	2015
Organization / Program		Granted	Granted	Request	Recommended
Parkgate Community Services Society (Program) - Family Resource Program			\$ 1,512.58		\$1,512.58
Parkgate Community Services Society (Program) - Seniors' Centre Outreach Program	\$	8,478.00	\$ 8,400.00		\$8,400
Parkgate Community Services Society (Program) - Seniors' Kitchen	\$	5,000.00	\$ 2,250.00		\$2,250
People in Pain Network (Program) - Educational Forum for Families of People Living with Pain			\$ -	\$1,700	\$0
People in Pain Network (Program) - Monthly Support Groups	\$	830.00	\$ 830.00	\$2,800	\$747
PLEA Community Services of BC (Program) - KidStart Centre			\$ 3,025.14		\$3,025.14
Senior Citizens Special Services Society (Program) - Links to Healthy Living (LINKS)				\$1,000	\$900
Sharing Abundance (Program) - Sharing Abundance Meal Programs	\$	2,075.00	\$ 2,075.00	\$5,000	\$3,600
Special Olympics British Columbia Society - North Shore (Operating)	\$	3,500.00	\$ 3,600.00		\$3,600
Special Olympics British Columbia Society - North Shore (Program) - SOBC - North Shore Sports	-			125	
Program	\$	4,620.00	\$ 3,600.00		\$3,600
Spinal Cord Injury BC (formerly filed as BC Paraplegic Association) (Program) - Peer Support				A State of the	
Program	\$	3,500.00	\$ 3,200.00		\$3,200
St. John Ambulance - North Shore/Sea to Sky (Program) - Therapy Dog Program				\$1,000	\$376
St. John Ambulance - North Shore/Sea to Sky (Program) - Youth Brigade				\$2,000	\$188
Third Vision Foundation (Program) - Northshore Photovoice Program and Documentary				\$6,000	\$188
Vancouver Adaptive Snow Sports (Operating)			\$ 1,260.47		\$1,260.47
Vancouver Adaptive Snow Sports (Program) - Learn to Ski Program			\$ 1,890.71		\$1,890.71
West Coast Domestic Workers Association (Program) - Legal Support and Skill Development for		1.1.4			
LICs			\$ 2,520.95		\$2,520.95
Westcoast Family Centres Society (Program) - Strong Kids Program			\$ -	\$15,000	\$753
	\$	229,998.00	\$ 256,577.00	27059	2 \$269,454

CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

MUNICIPAL COMMUNITY SERVICE GRANTS GOALS AND GUIDING PRINCIPLES

PURPOSE OF THE GRANTS: To provide financial support to non-profit organizations which are working with each other, government and residents to address North Shore community social issues and needs, and bring about positive social change for North Vancouver District residents.

VALUES

WE BELIEVE:

- In the inherent worth and dignity of all people
- That our policies, programs and practices should enable and encourage human growth, inclusiveness, fairness and equality
- That we should work as a catalyst within the community to strengthen community capacity¹ and volunteerism and to find solutions to shared challenges
- In partnerships and interagency cooperation and collaboration, including those that build linkages with other sectors
- In programs that seek input from clients and respect the integrity and autonomy of participants
- In the participation of local citizens, volunteers, and clients
- In encouraging and nurturing innovation

GOALS:

- 1. To assist vulnerable populations
- 2. To promote a healthy, caring, safe and supportive community for all
- 3. To promote equity of opportunity, of access, of outcome
- To provide services directed to residents who experience disadvantage or discrimination
- 5. To support capacity building (of individuals, groups and communities)
- 6. To promote the ongoing well-being of community residents

¹ Community development approaches to social change recognize the gifts of individuals and organizations within the community to improve quality of life. Development of community capacity involves empowering and assisting community members to improve their own situations and supporting them to work together to develop solutions to community issues as well as utilize opportunities for community enhancement.

GUIDING PRINCIPLES

- The Municipal Community Service Grants support innovation or ongoing programs where there is demonstrated commitment, the likelihood of effectiveness, and strong potential to serve a s a model to others
- Projects should build on the strengths of the community to respond to identified issues and priorities
- Projects should use, enhance, mobilize or expand the skills, capacities and assets of local people and their community.
- Where appropriate, those affected by the initiative should be involved in the development, implementation and evaluation of the project
- The organization should demonstrate a commitment to the project through a contribution of human and/or financial resources
- Significant and appropriate support from other funding sources (including the community) should be evident
- There should be evidence of collaboration and cooperation with the community and/or other agencies in the field
- The organization should demonstrate inclusiveness and respect for diversity.

CURRENT INTERESTS:

- Projects that address the broad determinants of population health (such as poverty, inclusion, social support networks, housing, diversity, special needs, addiction)
- 2. Initiatives that allow older adults to maintain their dignity and independence in their community of choice
- 3. Capacity building for individuals, groups and communities
- 4. Promoting the development of the innate capacities of individuals and families, as well as their communities, to grow and adapt to change
- 5. Prevention and promotion activities in such areas as mental health, sexual abuse, violence, childhood injuries and other areas of critical need

WHAT WE FUND

- Operating costs of an agency
- Direct social services
- Prevention
- Education
- Advocacy
- Enhancement/augmentation of provincial or federal programs
- Collaboration/partnerships

WHAT WE DON'T FUND

- Individuals or businesses
- Fundraising projects or programs
- Agencies which are primarily funding bodies to other organizations

- Endowment grants
- Capital expenses
- 100% of a project's costs
- · Debt retirement or reserves; mortgage pay-downs
- Retroactive funding
- Office equipment and furniture
- Activities of religious, ethnic or cultural organizations that serve primarily their membership and/or their direct religious purposes, unless the community at large will benefit
- Amateur sports
- Community events
- · Groups that disparage others
- Services which are <u>primarily</u> recreational, environmental or primarily academic or technical training or dissertation research
- Services that are primarily geared to animal welfare
- Computer labs
- Medical treatment, maintenance or rehabilitation programs that are covered by the Medical services Association
- Duplication of services which are clearly within the core mandates of other governments

Organizations receiving Municipal Community Services Grants may provide one or more of the services noted above, but the Municipal grant cannot be used for these purposes. Child care, community events, sporting activities and culture and arts programs are not funded from the Community Service Grants, but may be funded through other municipal granting programs.

If your program is ineligible for a Municipal Community Services Grant, please contact the municipal social planner to find out if you qualify for funding under another municipal grant program.



The Corporation of the District of North Vancouver

CORPORATE POLICY MANUAL

Section:	Finance	5
Sub-Section:	Grants	1850
Title:	MUNICIPAL COMMUNITY SERVICE GRANTS	2

POLICY

The Local Government Act authorizes the Council to grant monies "to any organization deemed by Council to be contributing to the <u>general interest</u> and <u>advantage</u> of the <u>municipality</u>" (section 176 1(c)).

REASON FOR POLICY

The Council recognizes that community non-profit organizations contribute to the well being of the citizens of the Municipality and to the improvement of their quality of life, and that financial support by Council may effectively promote additional funding from other sources.

AUTHORITY TO ACT

Retained by Council

PROCEDURE

1.0 Criteria for Grant Applications

Groups applying for grants must

- 1.1 meet the guidelines of section 176.1 (c) of the Local Government Act;
- 1.2 offer services to the citizens of the District of North Vancouver and justify the need for that service;
- 1.3 show evidence of on going, active volunteer involvement;
- 1.4 present proof of financial responsibility and accountability; and
- 1.5 be seen to be seeking monies from other funding sources, or contributing their own funds to the project.

It should be noted that program supplies are eligible for funding, but capital equipment and building costs are not eligible for community grants.

- 2. Applications
 - 2.1. <u>Application Form</u> The application form supplied by the Municipal Clerk must be utilized by all applicants for grants.
 - 2.2. <u>Completeness of Information Supplied</u> Unless all required information is supplied or a suitable explanation offered as to why this information cannot be supplied, the grant application will not be considered.
 - 2.3. <u>Deadline</u> The deadline of January 31 for applications in any year shall be strictly adhered to. Applications received after that date at any time throughout the year will only be considered if they meet the criteria under Section 2.4

ATTACHMENT C

- 2.4. <u>Funding Requests throughout the Year</u> Funding requests received after the January 31 deadline will be considered if they meet the following conditions:
 - 2.4.1. the application meets the community grants criteria as outlined in Section 1.0 of this policy;
 - 2.4.2. the requirement for funding was not reasonably foreseeable at the date of the deadline for community grants for the current period;
 - 2.4.3. adequate justification is provided for not meeting the deadline for community grants for the current period.
 - 2.4.4. the requirement is not for sport and/or recreation travel grants; and
 - 2.4.5. a community grant application form is completed.

Staff will review applications and provide recommendations to Council.

2.5 <u>Material to Council</u> - will receive the recommendations of the Community Services Advisory Committee; additional material, including completed applications, will be forwarded if Council specifically requests it.

3.0 Publication of District Grant Process and Criteria

- 3.1 The District Grant Process and Criteria will be publicized by posting a notice and placing an advertisement in the press each November advising the Community of the Grant process and criteria and any grant priorities consistent with Council policies.
- 3.2 Grants disbursed on a yearly basis will be publicized at the conclusion of the grant process.

4.0 Acknowledgement of District Grants

- 4.1 All recipients of grants from the District of North Vancouver are required to publicly acknowledge such donations.
- 4.2 This information is to be communicated to all beneficiaries, either in a local North Shore newspaper or through a letter, as well as, if applicable, in a prominent location in their publication.

5.0 Return of Unspent Funds

- 5.1 In the event that the funds are not used for the project or programs as described in the application, or if there are misrepresentations in the application, the full amount of the financial assistance may be payable forthwith to the District of North Vancouver.
- 5.2 If there are any changes in the funding of the project from that contemplated in the application, the District will be notified of such changes through the Community Planning Department.
- 5.3 Any unspent funds must be returned to the District at the end of the year or within 60 days of the completion of the project or event.
- 5.4 Where multiple sources of funding are received, any unspent funds will be returned pro rata to those contributing organizations that require refunds of grants.

6.0 Accountability

- 6.1 Accountability forms describing how the grant was spent must be signed by two officers of the society, and submitted to the District by December 31st of each year or within 30 days of completion of the project or event, except where the society is applying for a grant for the current year, in which case they will complete the accountability section of the application form and submit no later than January 31st of the grant year for which they are applying.
- 6.2 When applying for a municipal grant, or upon request, the applicant will supply an audited financial statement for the most recent fiscal year, or where audited financial statements are not available, the applicant will supply financial statements that have been verified as correct by two signing officers from the organization.
- 6.3 When applying for a municipal grant, the signing officers of the organization will provide written acceptance of the conditions as outlined in Sections 3.0 through 6.3 of the Municipal Grants Policy 5-1850-2.

Approval Date:	March 1, 1982	Approved by:	Policy & Planning Committee
1. Amendment Date:	April 15, 1991	Approved by:	Policy & Planning Committee
2. Amendment Date:	July 22, 1991	Approved by:	Policy & Planning Committee
3. Amendment Date:	March 9, 1992	Approved by:	Policy & Planning Committee
4. Amendment Date:	January 9, 1995	Approved by:	Special Executive Committee
5. Amendment Date:	August 14, 1995	Approved by:	Executive Committee
6. Amendment Date:	December 11, 1995	Approved by;	Regular Council
7. Amendment Date:	June 21, 1999	Approved by:	Regular Council
8. Amendment Date:		Approved by:	*

Attachment C

COMMUNITY SERVICES ADVISORY COMMITTEE: Summary of 2015 Community Services Grant Recommendations

ATTACHMENT_P___

1	Athletics for Kids (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$2,250.00
	This past year, A4K experienced another significant increase in application submissions for sport processed 33% more. As awareness of A4K is rapidly spreading throughout BC, we are plannin interns will be hired to assist with the workload; each will receive a \$500 stipend. Likewise, to ac moving into a larger office space beginning in February 2014, increasing rent and the costs ass print materials. The operating grant will aid in covering will these three expenses.	ng for continued growth in 20 ccommodate three people at	014. Therefore, 5 contracted a time instead of two, A4K is
2	BC Pets and Friends (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	With the aging population and growing number of care facilities on the North Shore more volur for weekly pet visits To meet the demand Pets and Friends two part time admin coordinators training sessions, assignment of volunteers to facilities and handling of numerous requests from visiation team requires a large amount of correspondence, paperwork, follow up and record kee	must recruit volunteers arran facilities for volunteer pet te	nge pet screenings, volunteer
3	for weekly pet visits To meet the demand Pets and Friends two part time admin coordinators training sessions, assignment of volunteers to facilities and handling of numerous requests from	must recruit volunteers arran facilities for volunteer pet te	nge pet screenings, volunteer
3	for weekly pet visits To meet the demand Pets and Friends two part time admin coordinators training sessions, assignment of volunteers to facilities and handling of numerous requests from visiation team requires a large amount of correspondence, paperwork, follow up and record kee	must recruit volunteers arran facilities for volunteer pet te ping. REQUEST 2015 RECOMMENDATION	nge pet screenings, volunteer ams. Each new volunteer pet \$5,000.00 \$1,350.00

4	Big Brothers of Greater Vancouver (Program) - In School Mentoring Program (adult volunteers)	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$1,350.00
	The In-School Mentoring Program matches elementary school-aged boys and girls with local modulated mentors come from a diverse set of backgrounds from students to RCMP officers to a spend one hour a week at a child's elementary school doing activities from playing games are Volunteer mentors act as "buddies" to children identified by teachers and parents as those who concluse the Buddy matches are unique in the North Shore in that there are many long term matches who will be used to maintain match creation and the high quality of the ISM Program. Funds will sup with sports equipment, craft supplies, puzzles, games, and books for matches to enjoy together.	etirees. The Program is fr d sports to doing crafts, r ould use an additional role o have been together for 3	iendship-based and mentors eading, or just hanging out. model in their lives. Big and or 4 years. Program funding
5	Big Sisters of BC Lower Mainland (Program) - Big Sisters North Shore Mentoring Program	REQUEST 2015	\$6,000.00
		RECOMMENDATION	\$3,200.00
	individuals and citizens. Big Sisters provides two mentoring programs to vulnerable girls on the N girls (ages 7 - 17) with a volunteer Big Sister in a one-to-one mentoring relationship, who meet of Through these mentoring relationships, Little Sisters are provided with friendship and support make positive life decisions. It is anticipated that the program will serve over 370 Big & Little Sister girls (ages 7 - 17) with adult, female volunteers who offer them educational guidance, outside of homework and build the Little Sister's learning skills to help her reach her academic goals. It is an Study Buddy matches in 2015.	nce a week for 2 to 4 hour to help build their self-est er matches in 2015. (2) Stu school. Study Buddies me	s for a minimum of one year. eem and encourage them to udy Buddy Program - matches eet for one hour a week to do
6	Boys and Girls Clubs of South Coast BC - Norvan Club (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$12,000.00
	We are seeking funding to support the operation of the Norvan Club. The Club provides barrier Lynnmour area at no cost to the family other than a \$30 membership, which can be reduced of such as isolation, language, economic, and social hardships. The Club offers extended hours of school holidays through day camp programs. We offer a safe, engaging environment where chill preventative in nature and emphasize social recreation, physical activity, nutrition, health, the ar supportive relationships between positive adult role models and children and youth; as such, up	waived if necessary. Man f service on early dismissa dren can experience quality ts, education, and leadersh	y of our families face barriers I days, professional days, and programs. Our programs are ip. Our focus is on developing

1	Boys and Girls Clubs of South Coast BC - Norvan Club (Program) - Preteen Girls' Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$2,800.00
	The Preteen Girls' Program is aimed at girls aged 9 to 12 in North Vancouver's Lynnmour neigh full potential and become successful, contributing members of society. The program supp effectively with peers and adults, and making positive choices that contribute to healthier lifest combines activities and group discussions within a social recreation framework. Participants cho form trusting relationships with them to facilitate one-on-one and group discussions that supp into the teen years.	ports them in gaining leader tyles. This is achieved through boose activities that are relevan	ship skills, interacting more a girls-specific program that nt to them, while skilled staff
3	Boys and Girls Clubs of South Coast BC - Norvan Club (Program) - Preteen Nights	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,764.66
	Preteen Nights addresses the need for evening programming for preteens in the Lynnmour neig issue they face as they move into adolescence. The program integrates social recreational activ	vities with discussions related t	pants with the transitional o participants' specific
		vities with discussions related t d the discussion topics, ensurir scrapbooking, theme movie n s, and out-trips. Trained staff	pants with the transitional o participants' specific og that the program remains ights with discussions, guest provide the mentorship and
9	 issue they face as they move into adolescence. The program integrates social recreational activities needs. In this way, participants shape the program by determining both the social activities and relevant to them. The program will be offered one evening per week. Activities may include group jounaling/s speakers/presenters, physical activities/sports, cooking and meal preparation, arts and crafts, 	vities with discussions related t d the discussion topics, ensurir scrapbooking, theme movie n s, and out-trips. Trained staff	pants with the transitional o participants' specific og that the program remains ights with discussions, guest provide the mentorship and
9	issue they face as they move into adolescence. The program integrates social recreational activ needs. In this way, participants shape the program by determining both the social activities and relevant to them. The program will be offered one evening per week. Activities may include group jounaling/s speakers/presenters, physical activities/sports, cooking and meal preparation, arts and crafts, support necessary to make the environment safe and comfortable for participants to raise issue	vities with discussions related t d the discussion topics, ensurin scrapbooking, theme movie n s, and out-trips. Trained staff es that are affecting their lives.	pants with the transitional o participants' specific ng that the program remains ights with discussions, guest provide the mentorship and

Attachment C

.0	Canadian Iranian Foundation (Operating)	REQUEST 2015	\$25,000.00
		RECOMMENDATION	\$.00
	The operating funds will be used to cover the:		
	1. salary of 1 FT employee and office rental		
	2. venue rental at the John Braithwaite Community Centre and the West Vancouver Community	Centre for the weekly Orienta	tion and Integration
	Program and the quarterly Active Living workshops.		
	3. website maintenance, computer supplies and repairs.		
	4. Voice mail, mail box, storage fees and insurance.		
	5. Professional services - lawyer and accountant.		
	6. Advertising and printing.		
	7. Norooz (Festival, gala, performers), Canada Day Parade. 8. Contingency.		
11	Canadian Iranian Foundation (Program) - Orientation and Integration Program	REQUEST 2015	\$1,500.00
		RECOMMENDATION	\$.00
	workshops and seminars on topics including but not limited to: Canadian culture, geograph educational system. The goals are to educate and motivate new immigrants to thrive in the con- successful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the	hy, society's laws and norms mmunity by inviting presente 10 - 4:30 pm at the John Braith aithwaite Community Centre	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver
	educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments.	hy, society's laws and norms mmunity by inviting presente 0 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and
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12	educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops	hy, society's laws and norms mmunity by inviting presente 0 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and \$800.00
12	educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops The purpose of the Active Living Workshops is to educate participants aged 35 to 65 on:	hy, society's laws and norms mmunity by inviting presente 00 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station REQUEST 2015	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and \$800.00
12	 educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops The purpose of the Active Living Workshops is to educate participants aged 35 to 65 on: 1. Proper nutrition; 	hy, society's laws and norms mmunity by inviting presente 00 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station REQUEST 2015	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and
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12	 educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops The purpose of the Active Living Workshops is to educate participants aged 35 to 65 on: Proper nutrition; Benefits of exercising and 	hy, society's laws and norms mmunity by inviting presente 00 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station REQUEST 2015 RECOMMENDATION	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and \$ 800.00 \$.00
12	 educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops The purpose of the Active Living Workshops is to educate participants aged 35 to 65 on: 1. Proper nutrition; 2. Benefits of exercising and 3. Detrimental effects of unhealthy lifestyles and habits. 	hy, society's laws and norms mmunity by inviting presente 00 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station REQUEST 2015 RECOMMENDATION	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver hery, advertising, media and \$ 800.00 \$.00
12	 educational system. The goals are to educate and motivate new immigrants to thrive in the consuccessful immigrants. This program has been running weekly for the past three years from 2:0 has served over 1,000 people. The funding will be spent on renting the venues at the John Br Community Centre. The balance will be used for honorariums for the presenters, and for the refreshments. Canadian Iranian Foundation (Program) - Active Living Workshops The purpose of the Active Living Workshops is to educate participants aged 35 to 65 on: 1. Proper nutrition; 2. Benefits of exercising and 3. Detrimental effects of unhealthy lifestyles and habits. The benefits of the workshops are to help participants overcome depression or other physical and the server of the participants overcome depression or other physical and the server of the participants overcome depression or other physical and the server of the participants overcome depression or other physical and the server of the participants overcome depression or other physical and t	hy, society's laws and norms mmunity by inviting presente 00 - 4:30 pm at the John Braith aithwaite Community Centre the costs of supplies, station REQUEST 2015 RECOMMENDATION	s, health programs and the rs who they, themselves are nwaite Community Centre; it and at the West Vancouver ery, advertising, media and \$ 800.00 \$.00

Attachment C

13	Canadian Mental Health Association, North and West Vancouver Branch (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$4,400.00
	Strong organizations that can work effectively in the community require operating funding to include: 1)operational costs and financial management (eg. lighting, heating, rent, insurance, a program/service delivery, assessing North Shore need, networking and partnership developmen staff tra ining, policies and procedures, volunteer recruitment, board development) 4)Commun social media, presentations)	ccounting and audit process t, outcome measurement to	ses) 2)Strategic planning (eg. ols) 3)Human Resources (eg.
14	Canadian Mental Health Association, North and West Vancouver Branch (Program) - Brief Counselling - Support to Low-Income NS Residents	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	The ability to access counselling for individual or family issues in this province is very much employers provide, as part of their benefit package, access to EAP services for employees and n upper classes, access to therapists or counsellors can be purchased at a rate of \$140-\$170/hr.a identity issues can be secured relatively easily. For individuals without EAP benefits and without health care consists of visits to the family doctor where prescriptions for anti-depressants have the formal mental health system discourages many people from seeking help or their issue doe limited budget. The Brief Counselling Service expands the access for low-income individuals experiencing distress. The service is offered to adults, not currently in counselling or receiving se provides one counselling session per week for a maximum 8 week period at a cost to the user Adler School of Professional Psychology who are supervised by a CMHA counsellor.	nembers of their family. For nd treatment for anxiety, de the financial resources to ac become increasingly commo es not meet the criteria for t by providing affordable, or ervices from the formal ment	individuals in the middle and pression, family dysfunction, ccess private therapy, mental n. The long wait list to access treatment in a system with a ne-to-one support for adults cal health system. The service

15	Canadian Mental Health Association, North and West Vancouver Branch (Program) - Health and Wellness - Reducing Stigma	REQUEST 2015	Year 2 of two-year cycle	
		RECOMMENDATION	\$1,350.00	
	Building off our successful 18 year Health and Wellness Lecture Series, this new program will move lecture series and move it to the places where conversations about mental health are limited by the workplace by reaching into organizations to help employers understand mental health and we own mental health. By having conversations about mental health we hope to strengthen workp mental health issues. According to the Mental Health Commission of Canada, 30% of long and sho issues-a loss of \$20 billion from the workplace. We also hope to reduce stigma so that employers struggling with mental health issues and who want to work. Our experience as a partner in the Mental health issues is exceedingly difficult. There is a lot of misinformation, fear and stigma population struggles with mental health issues in any given year. Addressing the issues head-on an deal with the issues of stigma.	he issue of stigma. We will e will provide tools for em laces and decrease the an rt-term disability claims an s might look more favoura WorkBC site is that finding about mental illness even	I be stretching our reach into apployees to take care of their mount of productivity lost to re the result of mental health ably upon applicants who are g placements for people with a while 20% of the Canadian	
16	Canadian Mental Health Association, North and West Vancouver Branch (Program) - Support Groups - Building Capacity	REQUEST 2015	Year 2 of two-year cycle	
		RECOMMENDATION	\$ 900.00	
	Helping participants gain knowledge and skills that will empower their journey to recovery is the primary purpose of the Support group program run through CMHA. With knowledge about psychiatric diagnoses and best practices in mental health treatment, and with knowledge of the recovery process and self-help skills, students can envision their future and move toward it. WRAP (Wellness Recovery Action Plan) is designed to help individuals with lived experience of mental illness decrease and prevent intrusive or troubling feelings and behaviours, increase a sense of personal empowerment and assist them in achieving their individual goals. The components include a triggers and action plan, warning signs and crisis plan and skills to maintain mental health. The Hearing Voices group gathers together individuals who live daily with the experience of hearing voices in their head. The group helps reduce the fear of this experience, lessens social isolation and builds skills so that the voice hearing can be managed in as healthy and productive a way as possible. Coffee and Connections is a skill-building group for isolated seniors in West Vancouver. The program provides psycho-social education about mental health, links individuals into community resources and builds relationships between group members.			

Attachment C

17	Canadian Red Cross (Program) - Bullying Prevention	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,512.57
	Beyond the Hurt (8TH) is an innovative bullying prevention program that trains high school workshops primarily to grades 6-7 from feeder elementary school, but also grades 8-12 in more responsive to guidance from their older counterparts then they are to adults. As a bullying prevention while modelling positive and respectful relationships. These workshop teaching students about bullying dynamics and prevention, enabling them to identify communities.	their own schools. Research show result, the Youth Facilitators are in os will help make schools and com	is that younger students are n a unique position to teach munities safe and secure by
18	Canadian Red Cross Society (Operating) - Health Equipment Loan Program (HELP)	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$ 753.00
.9	Capilano Community Services Society (Operating)	REQUEST 2015 RECOMMENDATION	
19	Funding is requested to offset operating costs. We operate 3 programs with 6 F/T and 3 P	REQUEST 2015 RECOMMENDATION P/T staff. All are front line workers	\$15,000.00 \$10,400.00 with the exception of the ED
	and the office manager who manage the programs. Programs are Seniors Hub, Youth Commission of \$6,800 per year. We provide office and administrative service to five oth Seniors Planning, North shore Community Foundation, North Shore Keep Well and the meeting bookings and in addition, we field over 12,927 front desk request calls.	er non-profits. They are Canadian North Shore Restorative Justice S	Hard of Hearing, Lionsview ociety. We organized 6,109
20	Capilano Community Services Society (Program) - Seniors Hub	REQUEST 2015	\$15,000.00
	E die in de de serve de la Contract de Deserver de la constant 12 margements	RECOMMENDATION	\$6,000.00
	Funding is requested to support the Seniors' Hub Program which operates 12 programs of isolated seniors. The average age is 88. Outreach programs are scheduled 5 days a week	on the bus. A staff person calls see	

Attachment C

21	Cascadia Society for Social Working (Program) - Music Therapy Program	REQUEST 2015	Year 2 of two-year cycle	
		RECOMMENDATION	\$1,800.00	
	Marianne Moser, our music therapist, works with all Cascadia companions during the three m highly trained and experienced teacher and therapist works with most of the ca. 35 special nee individually. The companions have learned to play stringed instruments, flutes, and percussion have learned at community festivals and our concerts, which occur approximately twice a year	eds adults we have in our progr n (including hand bells). They ar	am, either in small groups or	
22	Cerebral Palsy Association of BC (Program) - North Shore Community Connections	REQUEST 2015	\$ 700.00	
		RECOMMENDATION	\$ 630.00	
22	option and the ability to access the service, through a three hour workshop to give an ove comprehensive resource guide, for those who are interested in applying for the CSIL Program.		1	
23	Change the World Foundation (Harvest Project) (Operating)	REQUEST 2015 RECOMMENDATION	Year 2 of two-year cycle \$9,600.00	
	The North Shore is often viewed as a homogeneously affluent community; however, betw households. The high cost of housing coupled with the costs of basic necessities such as challenging place to live for those experiencing crises. Our operating expenses to provide the utilities and salaries. Any operating funding that we receive will be applied towards these exper-	food and clothing can make t ese essential services to North	he North Shore a financially	
24	Change the World Foundation (Harvest Project) (Program) - Client Care Program	REQUEST 2015	Year 2 of two-year cycle	
	enange the world roundation (narvest roject) (rogram) enent care rogram	RECOMMENDATION	\$ 756.28	
	The Harvest Project Client Care Program creates access and equality for marginalized individuals by greatly improving their ability to be full participants of the North Shore community. There are three key ways in which we accomplish this goal. First, the primary purpose of our Client Care Program is to provide coaching. The volunteers in this program, called Client Care Partners, work one-on-one with clients on a monthly basis to identify their barriers, assist them with setting goals and provide them with encouragement and accountability. Second, one of the benefits that clients in this program receive is free clothing for job interviews, work or school through our onsite thrift store which consists of gently used professional clothing. Having respectable clothing increases the confidence of our clients and can make a big difference in their overall success. Third, our staff and volunteers in this program have a great deal of knowledge about employment and training programs in the community. They frequently refer clients to other agencies where they can receive more specialized individual coaching related to employment and education options.			

25	Change the World Foundation (Harvest Project) (Program) - Food Program	REQUEST 2015	Year 2 of two-year cycle	
		RECOMMENDATION	\$1,260.47	
	Harvest Project's Food Program is a critical part of our delivery of supports to those experiencin support this program is our ability to provide a stable, nutritious supply of food. Our Food Progra individuals, businesses, schools and other organizations to stock our Grocery Depot. Harvest Proj personal appointment. There is a great deal of dignity in this process as we aim to replicate a tra- that clients have the space and time that they need to "shop" as they select their own food for engage with potential food donors and then sustain those relationships. Incoming, donated fo vans, then we warehouse and manage inventories on-site. We work in cooperation with Vanc inventories. On-site volunteers, overseen by staff, provide logistical support as we recover, mana month. We also deliver grocery hampers to clients who do not have access to their own transpor	m recovers food from the co lect clients then visit our Gro aditional shopping experience their families. We canvas the od inventories are picked up ouver Coastal Health to ens ge, and share food valued at	mmunity via donations from overy Depot once a month by the appointments ensure the community year-round to by volunteer.drivers in our sure appropriate handling of	
26	Crisis Intervention and Suicide Prevention Centre of British Columbia (Operating)	REQUEST 2015	\$5,000.00	
		RECOMMENDATION	\$4,000.00	
47	Operating funding is needed to deliver Crisis Centre's life-saving crisis intervention and suicide Shore in 2015. An operating grant will be used specifically in the North Shore community to s saving 24/7 Distress Phone Services and Online Distress Services (YouthInBC.com; CrisisCentre management workshops to high school students and provide crisis intervention skills training for	upport youth, adults and ser Chat.ca), deliver interactive s community members.	niors in distress through life- suicide prevention and stress	
27	Crisis Intervention and Suicide Prevention Centre of British Columbia (Program) - Seniors Wellness Program	REQUEST 2015	\$1,000.00	
		RECOMMENDATION	\$ 376.00	
	The goal of this program is to distribute innovative Seniors Wellness Toolkit in workshops across the North Shore in 2015. This will provide seniors with information resources and tools to enhance coping skills and build mental wellness which will increase their likelihood for social participation and feelings of inclusion. As there is a large population of seniors residing in the North Shore who may be experiencing social isolation, funding will allow the Crisis Centre to reach out to this vulnerable population in 2015 and build partnerships in this community.			

28	Crisis Intervention and Suicide Prevention Centre of British Columbia (Program) - SafeTALK	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,260.47
	The Crisis Intervention and Suicide Prevention Centre of British Columbia (Crisis Centre) is requered credited half-day training session that increases suicide altertness, trains participants to identify in to help ensure safety. The Crisis Centre's goal is to offer safe TALK to a wide spectrum of commercial Crisis Centre is committed to helping people help themselves and others deal with crisis. We provide and seniors in distress. Our prevention efforts include working to enhance resiliency, providing pour communities, and building a continuum of evidence-based suicide prevention training and eamong community members and build a consistent approach to suicide prevention.	ndividuals at risk of suicide a nunity members to build suid ide phone and online emotion ractical tools for identifying	nd offers an effective model cide safer communities. The onal support to youth, adults and responding to suicide in
29	Crisis Intervention and Suicide Prevention Centre of British Columbia (Program) - YouthInBC.com	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,260.47
	YouthInBC.com provides youth in distress, and those concerned about them, with an opport information and resources from highly trained volunteers who are supported by professional stat private real time online chats, obtain email support from professional staff, and access useful res depression, self-harm and suicide. PROGRAM GOALS: to offer North Shore youth an alternative support and community resources via web-based communication from highly trained volunteer adaptive coping strategies of youth in distress.	ff. Troubled teens can connection on the sources and information on the sources and relevant method of account method of	ect with caring volunteers for youth issues such as bullying, essing high quality emotional
30	Family Services of the North Shore (Program) - Child & Youth Counselling & Prevention	REQUEST 2015	\$3,200.00
		RECOMMENDATION	\$2,250.00
	Funding is requested to support the Child and Youth Counselling and Prevention program which provides counselling, support and resources for children and youth experiencing difficulties and issues with mental health and mental illness, relationships and abuse and other concerns. A sliding scale of user fees is used when there is identified financial hardship. Programs addressing youth concerns are also offered as workshops in schools and in the community and provide youth, parents and other significant adults with skills and strategies to identify and manage key issues.		

	Family Services of the North Shore (Program) - I hope family centre at Maplewood	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$1,800.00
	Funding is requested to support the I Hope Family Centre at Maplewood. The I Hope Family Centre are Maplewood and the overall but District of North Vancouver families, particularly in the Maplewood area. Families join togeth environment, designed to enhance the strengths of the families and support them as their children programs and benefit from observing and learning from the attachment style caretaking modelled by	dget of the centre, making ser- ner to play, learn and grow i ren grow. Families have free	vices easily accessible to in an enriched learning
32	Family Services of the North Shore (Program) - Individual, Couple, and Family Counselling	REQUEST 2015	\$16,800.00
		RECOMMENDATION	\$12,000.00
	residents in our community who are dealing with life transitions, aging, self esteem, parenting st		and the second second second second second second second
	grief and loss, depression and anxiety, cultural issues, sexuality an intimacy, communication issu violence.		and a second second second second second second second
33	grief and loss, depression and anxiety, cultural issues, sexuality an intimacy, communication issues	REQUEST 2015	and the second
33	grief and loss, depression and anxiety, cultural issues, sexuality an intimacy, communication issue violence.	REQUEST 2015 RECOMMENDATION	es and intimate partner \$3,000.00 \$2,700.00

34	Friend 2 Friend Social Learning Society (Program) - Play Centre for Children with Autism Program	REQUEST 2015	\$3,000.00
		RECOMMENDATION	\$2,700.00
	The Friend 2 Friend Play Centre Program provides state-of-the-art Integrated Play Group program needed) and their typically developing peers, as well parent support and training. The programs group consist of 1 or 2 children with autism and 2-4of their typically developing peers. Individua child with autism (novice player) and promote the social, emotional, communication and peer program to assist their development to their full potential. Each play group program runs for 16 to assessment of the child needs and abilities, weekly session notes for families, full report with support groups. Program funding would be spent on direct operational costs to support the delii funding is needed to offset the direct costs required to provide services, such as Master / Play Gui utilities. These highly specialized programs require intensive man hours and specialized equipment	are offered year-round on a lized programs are tailored to play skills of all the children o 32 weeks and includes 16 to goals and strategies, parent very of Play Centre Integrate ide staff costs, props, equipm	an ongoing basis. Each play to the unique needs of each attending the play group in to 64 scheduled session, full ts training, observation and d Play Groups sessions. The
35	G.V. Counseling & Education Society for Families (Operating)	REQUEST 2015	\$5,000.00
	, , , , , , , , , , , , , , , , , , , ,	RECOMMENDATION	\$1,350.00
	for covering our office rent, rent of space for programs, insurance and equipment rentals. Operative operation of the space for programs, insurance and equipment rentals. Operative operation of the space of the sp		
36	G.V. Counseling & Education Society for Families (Program) - 10 Weeks Family Integration Program	REQUEST 2015	\$2,800.00
		RECOMMENDATION	\$ 226.00
	HRMP focus on developing new personal and inter-personal relationship skills by offering education to foster understanding of the emotions, thoughts and behaviours of oneself and others. Our Program aims to aid cultivating healthy relationships, conflict resolution, clear communication, mindfulness and the management of stress, anger and anxiety. This program provides cooping skills and resources to those with past or current experience of abusive relationships. This program is offered in both English and Farsi through weekly workshops on a two hour basis, and are coordinated by two professional group facilitators. Facilitators are trained in family systems therapy and bio-psychosocial impacts of migration on individuals' mental health and overall wellbeing. Our participants are individuals from a variety of social circumstances finding opportunity to connect, share their experiences, develop the skills necessary for a successful transition into Canadian society, and foster a communal sense of belonging, inclusion, emotional health and integration.		

37	G.V. Counseling & Education Society for Families (Program) - Youth Facilitator Training Program	REQUEST 2015	\$1,800.00
	-	RECOMMENDATION	\$.00
	2013-2014, our society managed to write its first Youth Support Group Training Manual, a docu Our Plan was to train youth age 18-30 who would like to help facilitating youth support groups, we realized that the training would cost us more that we could afford. The training is still e involved and form a peer support group supervised by your youth facilitators, while from ou training program to gain understanding of our youth work, youth culture, trends, social media This program will increase the quality of youth work and an outreach to more young people who	as a train the trainer program ssential as we have young pe r perspective it is important t abuse, and the Ethical princip	 Despite several plannings, eople who would like to get hat these individuals attend eals that should be followed.
38	Highlands United Church (Program) - Shelter to Home	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 302.51
			basic necessities of furniture,
20	bedding, kitchen basics, etc. Because we work with a population that is without shelter at the ti come from the City or District, so the number of individuals served in the next section is a total	me they are referrd, it is diffice of all served.	ult to ascertain whether they
39		me they are referrd, it is difficu	

40	Hollyburn Family Services Society (Program) - Wired for Success	REQUEST 2015	\$2,000.00	
		RECOMMENDATION	\$ 900.00	
	Funding is requested to support the Wired for Success Program which is an employment prog employment (disabilities, homelessness, substance abuse, mental health issues). The program, so time and supports 14 youth per session. The program is divided into two components which in youth a realistic view of employment and employer expectations. The second component is 9 w The uniqueness of the program is twofold. First the real life tough-love approach which prov employment and second the participants are paid for all 16 weeks of attendance. 90% of partici- school	upported by 2 staff, runs 3 ti cludes 7 weeks of classrom eeks of work experience div des participants with an ho	mes a year for 16 weeks at a instruction which offers the rided into two opportunities. nest approach to successful	
41	Hollyburn Family Services Society (Program) - Life Success Program	REQUEST 2015	\$2,000.00	
		RECOMMENDATION	\$.00	
	The Life Success Program's (LSP) primary goal is to provide transitional housing while coordinating and managing resources to stabilize the lifestyles of homeless youth. LSP is a critical part of Hollyburn Family Services Society's continuum of support for homeless youth. Unique to the North Shore, LSP opened in 2011 and now operates two houses and an apartment providing an eight-person resource. The program provides transitional housing develops skills, facilitates resources and supports and secures long term housing for youth to live independently. Since its conception in LSP has supported 40 youth and provided financial support, through a St-Francis-in-the-Woods Legacy Fund, to 26 youth so they could return to school All 26 youth are now permanently employed. LSP offers homeless youth transitional housing for up to 8 months while teaching daily life skills around nutrition cooking, cleaning and personal hygiene and promoting a health balanced lifestyle. Youth are supported to find employment and/or return to school. A Transition Worker provides financial literacy while supporting youth to develop a budget and savings plan. Support and training in conflict resolution inter-relationship and communication skills are also key priorities. To this end, the Transition Worker helps youth cultivate a sense of belonging in social relationships and community, enhances a sense of self-respect and self-competency through skill acquisition and creates opportunities for success that builds resiliency. Two property managers live on site in separate suites to ensure the youth are safe.			

42	Hollyburn Family Services Society (Program) - Aboriginal Court Mental Health Outreach	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 756.28
	The overall goal of the The Aboriginal Court Mental Health Outreach Program is to measurably Aboriginal people with mental health and addictions who are involved in the criminal justice sys support system. This program provides one to one outreach, support and advocacy to enga service provider agencies on and off reserve and inside and outside of the courthouse. This program was originally started in February 2013 with the Community Action Initiative (CAI) with over 40 North Shore Community Stakeholders including police, mental health staff and co identified, including mental health and outreach support for people involved in the criminal supports in place. With the CAI grant, we hired three part time Aboriginal mental health suppo the past year, and have produced amazing results. The court staff, police, probation officers and	tem, particularly those withou ge the target population and funding, which involved an ex mmunity social service agenc justice system who have m rt workers. They have served	at band affiliation or a strong d improve linkages between atensive consultation process ies. Several major gaps were ultiple barriers and have no over two hundred people in
43	Hollyburn Family Services Society (Program) - Seniors at Housing Risk Outreach Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,170.00
	This program provides age appropriate housing outreach support to North Shore seniors over housing loss. Services include eviction prevention, one-on-one assistance to find appropriate Housing, SAFER, CPP/GIS/OAS). We also strive to connect our clients to community resources, to enhance our clients' ability to maintain their housing, we provide education around life skil group settings. The program also aims to strengthen the linkages between service provider an	e housing and assistance fillin health services and social incl Ils, social skills and communit	ng out application forms (BC usion opportunities. In order y resources in individual and
	housing loss. Services include eviction prevention, one-on-one assistance to find appropriate Housing, SAFER, CPP/GIS/OAS). We also strive to connect our clients to community resources, to enhance our clients' ability to maintain their housing, we provide education around life skil group settings. The program also aims to strengthen the linkages between service provider an to increase community capacity to reach and support the vulnerable seniors population.	e housing and assistance fillin health services and social incl lls, social skills and communit d government agencies, land	ng out application forms (BC usion opportunities. In order y resources in individual and ords and volunteers in order
44	housing loss. Services include eviction prevention, one-on-one assistance to find appropriate Housing, SAFER, CPP/GIS/OAS). We also strive to connect our clients to community resources, to enhance our clients' ability to maintain their housing, we provide education around life skil group settings. The program also aims to strengthen the linkages between service provider an	e housing and assistance fillin health services and social incl lls, social skills and communit d government agencies, land REQUEST 2015 RECOMMENDATION	ng out application forms (BC usion opportunities. In order y resources in individual and ords and volunteers in order Year 2 of two-year cycle \$1,260.47

45	Hollyburn Family Services Society (Program) - West Vancouver Family Services	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,800.00
	West Vancouver Family Place is a Family Resource Program that operates out of the West caregivers with children 0-6 years of age. With a focus to develop healthy, happy families on t in that encourages social interaction and support to the participants. By creating a nurtue opportunity for parents and caregivers to gain and practice valuable skills and strategies, enhanced.	the North Shore, the skilled staff rring learning environment for	and volunteers offer a drop preschoolers, as well as an
46	Lionsview Seniors' Planning Society (Program) - NS News Older and Wiser Column	REQUEST 2015	\$ 500.00
		RECOMMENDATION	\$.00
47	Lionsview Seniors' Planning Society (Operating)	REQUEST 2015	Year 2 of two-year cycle
47	Lionsview Seniors' Planning Society (Operating)		
		RECOMMENDATION	\$3,200.00
48	The Operating grant is used to cover part of the operating expenses and overhead and cover society's core operating expenses including rent, utilities, telephone, computer ,office supplies	and the second se	
		RECOMMENDATION	\$ 900.00
	The value of Seniors Action Tables was identified by the Seniors Today Survey in 2011. In 201	12, 4 Seniors Action Tables (SAT'	s) were developed across the

49	Lionsview Seniors' Planning Society (Program) - Services to Seniors Coalition	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	Lionsview is the host agency for the Services to Seniors Coalition. The coalition has been oper significantly over the past 6 years. The coalition is the planning table for over 55 agencies that we network, share information and resources, plan services, set priorities and target resources. The goal is to support the independence and active participation of older adults in the comm around the coordination of local services to seniors and the solutions to seniors issues. We effor seniors and local initiatives so that we can avoid duplication and encourage a coordinated Last year the Services to Seniors Coalition facilitated the the community consultation process specifically around seniors issues.	at serve seniors across the North es for collaborative action. munity by mobilizing the membe ensure that agencies are informe d approach to service delivery.	Shore. At the coalition table ers of the service community ed about community services
50	Living Systems Society (Program) - Access Counselling Program	REQUEST 2015	\$5,000.00
		RECOMMENDATION	\$1,800.00
	interns and residents who provide their services at very low rates. A small portion of the	and the second	nd couples, as well as paying ative purposes such as office
51	interns and residents who provide their services at very low rates. A small portion of the supplies and community outreach.	grant will be used for administr	ative purposes such as office
51	interns and residents who provide their services at very low rates. A small portion of the	and the second	
51	 interns and residents who provide their services at very low rates. A small portion of the supplies and community outreach. Living Systems Society (Program) - Play Therapy Program Funding is requested to support the Play Therapy Program offered by Living Systems. The Pl family counselling sessions for children and their families who could not otherwise afford pro 3 - 11 immediately by helping children problem solve through the creative process. Parent s the problems their children are having. Many schools, agencies, doctors and health profession 	grant will be used for administr REQUEST 2015 RECOMMENDATION lay Therapy Program involves sul ofessional services. Play therapy sessions also take place regularly onals refer clients to this program	ative purposes such as office \$5,000.00 \$3,600.00 bsidized play therapy and engages young children ages to examine their own part in n.
51	 interns and residents who provide their services at very low rates. A small portion of the supplies and community outreach. Living Systems Society (Program) - Play Therapy Program Funding is requested to support the Play Therapy Program offered by Living Systems. The Pl family counselling sessions for children and their families who could not otherwise afford pro 3 - 11 immediately by helping children problem solve through the creative process. Parent s 	grant will be used for administration REQUEST 2015 RECOMMENDATION lay Therapy Program involves sultoristic program involves sultoristic program involves sultoristic program involves sultoristic program involves also take place regularly onals refer clients to this program REQUEST 2015	ative purposes such as office \$5,000.00 \$3,600.00 bsidized play therapy and engages young children ages to examine their own part in n. \$5,000.00
	 interns and residents who provide their services at very low rates. A small portion of the supplies and community outreach. Living Systems Society (Program) - Play Therapy Program Funding is requested to support the Play Therapy Program offered by Living Systems. The Pl family counselling sessions for children and their families who could not otherwise afford pro 3 - 11 immediately by helping children problem solve through the creative process. Parent s the problems their children are having. Many schools, agencies, doctors and health profession 	grant will be used for administration REQUEST 2015 RECOMMENDATION lay Therapy Program involves sulpofessional services. Play therapy sessions also take place regularly onals refer clients to this program name REQUEST 2015 REQUEST 2015 REQUEST 2015 RECOMMENDATION	ative purposes such as office \$5,000.00 \$3,600.00 bsidized play therapy and engages young children ages to examine their own part in n. \$5,000.00 \$376.00

53	Multiple Sclerosis Society of Canada, Lower Mainland Chapter (Program) - Active Living Now Forum - People with Disabilities	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$ 376.00
	Funding will be allocated to items necessary to implement the Active Living Educational Forum.	The MS Society, Lower Mainland	d Chapter would like to
	host an Active Living Educational Forum and social for people living with MS and people with pronged approach:	disabilities on the North Shore.	The event has a four
	To build community partnerships and share resources;		
	To increase awareness of community exercise opportunities and benefits for people with disabiliti	es;	
	To provide information on how to make quick and healthy low cost meals modified for people wit	h disabilities;	
	To provide participants with the opportunity to build a social network.		
54	Norgate Community Programs (Program) - Nature Hunters Summer Camp - One Year	REQUEST 2015	\$1,992.00
		RECOMMENDATION	\$1,793.00
	Funding is requested to support "Nature Hunters", a four week summer camp held at Norgate Sch family that registers for the entire three weeks. Full and partial subsidies are offered to families their skills, volunteer and other paid opportunties to youth and summer employment for sche summer months.	in need. New teachers are give	n an opportunity to test
55	North Shore Avalon Women's Centre (Program) - Peer Support Program	REQUEST 2015	\$10,000.00
		RECOMMENDATION	\$1,882.00
	All services are targeted to provide peer support to women seeking recovery from addiction. services include the following; 12 step meetings; health and education workshops, a clothing computer access. The program provides a supportive environment offering resources to assist addiction and abuse. Avalon offers a safe place for women to get away from abusive enviro women.	exchange, child-minding, lendin in women reclaiming their lives	g reference library, and from the devastation of

56	North Shore Avalon Women's Centre (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$6,000.00
	The North Shore Avalon Women's Centre has one full time person who does all front budget(20113-2014) allows for a relief person to fill in only for the Centre Manager's day (2014-2015) to support a staff person for an average of two days per week to provide a Manager to focus on community outreach, fundraising events, grant applications, volur receiving the attention they deserve. Our number of visits increased by 10.5% in 2013 over 2012, with an average of 1,000 visits p month.	s off. This grant money would be dministrative and peer support. Inteer management and other ta	e used in next year's budget This would allow the Centre
57	North Shore Community Resources Society (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$5,880.00
	To provide consistent and reliable services non-profits rely upon adequate operating funds few sources for operating funding and we are thankful for the municipalities' recognitic allocations has had a significant negative impact on the admin line of our budget, and since	on of its necessity. United Way's our last application we have had	change to capacity funding a 15% increase in rent and a
50	few sources for operating funding and we are thankful for the municipalities' recognition allocations has had a significant negative impact on the admin line of our budget, and since 22% increase in benefit premiums. We have reorganized our management team and contin for consideration of an increase in recognition of the cost of doing business and the stability	on of its necessity. United Way's our last application we have had ue to operate an efficient and lea provided by operating funding.	change to capacity funding a 15% increase in rent and a n organization but are asking
58	few sources for operating funding and we are thankful for the municipalities' recognitional allocations has had a significant negative impact on the admin line of our budget, and since 22% increase in benefit premiums. We have reorganized our management team and contin	on of its necessity. United Way's our last application we have had ue to operate an efficient and lea	change to capacity funding a 15% increase in rent and a

59	North Shore ConneXions Society (Program) - Education and Community Awareness (ECA)	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$1,350.00
	The Education and Community Awareness (ECA) program has been offered as a public service interactive and educational presentations, self advocates personal successes and challenges are message of inclusion applies to all types of diversity and reduces prejudice, bullying and isolation program is an extremely valuable community resource which is well utilized in teaching youth individuals with developmental disabilities. The program is not funded by Community Living B activities.	shared. Although particular f on. Funding will be spent o and other community memb	ocus is on disabilities, the n ECA program. The ECA pers about the abilities of
60	North Shore ConneXions Society (Program) - Friendship Circles	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$1,350.00
	Friendship Circles are supported play groups for students with developmental disabilities who peers. When a child's parent and teachers recognize that he or she needs additional support i with their classmates, A Friendship Circle facilitator can form inclusive lunch or recess play groups enjoyable, fair activity instead of any social or cognitive differences. The child with a disability	to develop lasting friendships oups that include the child, y develops social skills and con	and to be included in play ret remain focussed on an fidence to assume a place
	peers. When a child's parent and teachers recognize that he or she needs additional support if with their classmates, A Friendship Circle facilitator can form inclusive lunch or recess play green enjoyable, fair activity instead of any social or cognitive differences. The child with a disability amongst his or her peers, and to initiate social interaction appropriately. The students in the circle and ideally on throughout the rest of their lives. Funding will contribute towards wages for the F games needed to use in the play groups.	to develop lasting friendships oups that include the child, y develops social skills and con- le carry their message of inclus riendship Circles co-ordinator,	and to be included in play yet remain focussed on an fidence to assume a place sion to others in the school , as well as to purchase any
61	peers. When a child's parent and teachers recognize that he or she needs additional support if with their classmates, A Friendship Circle facilitator can form inclusive lunch or recess play green enjoyable, fair activity instead of any social or cognitive differences. The child with a disability amongst his or her peers, and to initiate social interaction appropriately. The students in the circle and ideally on throughout the rest of their lives. Funding will contribute towards wages for the F	to develop lasting friendships oups that include the child, y develops social skills and con le carry their message of inclus	and to be included in play vet remain focussed on an fidence to assume a place sion to others in the school

62	North Shore Disability Resource Centre (Program) - Summer Bursary Program	REQUEST 2015	\$3,750.00
		RECOMMENDATION	\$2,560.00
	The Summary Bursary Program offers bursaries to families who have children with disabilities camp of their choice or hire a worker to assist the child at camp. The North Shore Disability R children and youth who require extra support during the summer months since 1978. Many required by some children with disabilities. The Summer Bursary Program allows for families to their child or the bursary money assists with the cost of attending the camp.	esource Centre (NSDRC) has be ecreational programs are not e	en providing a program for quipped to provide support
63	North Shore Disability Resource Centre (Program) - Information and Advocacy	REQUEST 2015	\$5,000.00
		RECOMMENDATION	\$4,000.00
64	developing, partnering and hosting more community engagement events. North Shore Disability Resource Centre (Program) - Adult Response Network	REQUEST 2015 RECOMMENDATION	\$1,500.00 \$1,350.00
	The Network is comprised of agency and community members, including Lionsview Senior Waututh and Squamish Nations, NS Restorative Justice, NS Disability Resource Centre, Better a program coordination, network meetings, protocol and relationship development, collabo inquiries from the community.	ors Association, Iranian Community at Home, CLBC and others. Fun- rative initiatives and coordina	unity representatives, Tsleil ding is requested to support ted response to continued
65	North Shore Disability Resource Centre (Program) - Parents' Night Out Support Group	REQUEST 2015	Year 2 of two-year cycle
	Parents' Night Out is a support/educational group for parents of children with special needs ag		
	opportunity for parents to meet, support and network with each other in a confidential setting resources available to their children across disabilities/diagnoses. The purpose is to increase resources, to promote inclusion, and to reduce isolation and the social stigma of having a child This parent group, which runs monthly from October to June, has been in existence for 14+ y and open to residents of North and West Vancouver only. Three times a year, special family families.	se participants' knowledge and with a special need. years and is the only group of it	access to information and ts kind that is cross disability

66	North Shore Disability Resource Centre (Program) - Transition and Employment: Parent Information Events	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,386.52
	Transition and Employment assists families who have children with disabilities to transition to a opportunities for individuals with disabilities since May 2012.We plan to expand services by offer Information Events is to equip families with relevant, up to date information regarding Transi government services and resources in a timely manner through monthly information events and who present their expertise or knowledge on a topic related to the transition process. Topics will supported employment, school transition planning, financial planning, agency programs, accessi Families learn first hand how to access resources, who the key contacts are, plan for transition in with other families and community resource people.	ering workshops for families tion and to link families to d workshops. Each event ha l be but not limited to: post ng Community Living BC and	The objective of the Parent a variety of community and s one or more guest speaker secondary programs, health, d other government services.
67	North Shore Fruit Tree Project (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 450.00
	waste and provide nourishing food to those in need, creating community around the harvest of to generate revenue. This is the only grant that funds operations; and it is all about operations We have 100% callback rate from previous fruit tree owners, plus we have new callers aski effectively will be greater than before necessitating a part-time contract staff person to organiz thin. While word-of-mouth is the best advertising, we identified the need to expand our convertes, such as the Lynn Valley Day and West Vancouver Community Day. The intension we have require more central organization still. Finally, our annual expenses maintain our corporate state mail) continue.	at NSFTP. NSFTP is now bet ng for our services. Hence te picks, and our key volunt ommunity presence. We pa e this year continued to be o	ter known in the community. , the need to organize more eer resources were stretched articipated in the community on farmers markets which will
68	North Shore Hospice Society (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	 NSHS has 3 operating targets for municipal funding: 1. Operational efficiencies achieved through reorganization and updating of membership at employee in excess of her current work schedule to restructure records and investigate appropr 2. Update security features on NSHS website to benefit NSHS, users and donors; and 3. Improve communication with the community and public awareness of NSHS and its activit NSHS and its activities for general distribution. 	ate contact management so	ftware;

69	North Shore Hospice Society (Program) - Palliative Care and Family Education	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 756.28
	In the past, the NSHS has organized larger education events for the public at large, pal program would be a series of focussed, smaller education events held specifically for education events would cover specific topics such as occupational therapy and physiothera bereavement issues. The sessions would be for 60-90 minutes and feature a medical profes held at the NS Hospice. A light lunch or tea and coffee would be served to add to the we caregivers.	palliative care patients and their apy options for the patient, care op ssional or counselling expert in the	r families/caregivers. These ptions, caregiving advice and field. The sessions would be
70	North Shore Housing Centre - aka Lookout (Operating)	REQUEST 2015	\$10,000.00
		RECOMMENDATION	\$5,600.00
71	North Shore Keep Well Society (Operating)	REQUEST 2015	
	requesting emergency shelter away more than 2,000 times, demonstrating the need for inc		
71	North Shore Keep Well Society (Operating)		\$3,000.00
	In 2015 The Keep Well Exercise and Wellness Program is entering its 28th year and has pro	RECOMMENDATION	\$1,800.00
	and independent seniors population on the North Shore. Programs run efficiently due to wininimum a part-time coordinator is required to keep financial records, oversee office p board of directors and site volunteers. Operating funding is also required to help pay the f cost of providing the basics for the program continues to escalate and funding is a scarce received from Vancouver Coastal Health. That support was critically diminished and we a cut altogether. Municipal support is key to keeping our programs available and affordable	rocedures and provide support an itness instructors and assist with of commodity. Prior to 2009 the maj are now faced with the threat of it for seniors on the NS.	d updated materials for the fice rentals and utilities. The jority of operating funds was being further scaled back or
72	North Shore Meals on Wheels Society (Operating)	REQUEST 2015	\$2,000.00
		RECOMMENDATION	\$1,800.00
	The primary concern is to keep the meal prices at a minimum as many clients are on fix purchases does not cover operating costs and additional funding for rent, wages, suppli- year, we have had to find a new caterer and have been given notice of a significant incre- higher operating costs so that we do not have to increase cost of meals.	es, insurance and general operatin	g expenses is required. This

73	North Shore Multicultural Society (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$6,000.00
	NSMS has no core funding from municipalities or other sources to support the organization grants are the only funds it receives that specifically support organizational costs not picke Permissive Tax Exemption, but increasing rental costs still have rent at over \$400,000/year. rent. The operating grants are also essential to assisting NSMS in paying for staff time needed for staff to consult with other NS organizations/planning tables.	d up by program funders. We a Many programs running on a sh	re very grateful for the CNV oe string budget don't cover
74	North Shore Multicultural Society (Program) - Community Bridging Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$3,200.00
	disadvantage immigrants face and effect positive change. Volunteer coordination is r professionals) to connect to their community and its resources through volunteer opportun to North Shore service providers and long-term residents. The larger established comm	nities, workshops, tours of comm munity residents and service p	nunity resources, connections roviders are served through
75	professionals) to connect to their community and its resources through volunteer opportun to North Shore service providers and long-term residents. The larger established commo poportunities to connect with newcomers through volunteering, networking events, forum volunteer coordination and assists us to attract funding from other sources.	nities, workshops, tours of comm munity residents and service points and workshops. This grant as	nunity resources, connections roviders are served through sists CBP with staff hours for
75	professionals) to connect to their community and its resources through volunteer opportun to North Shore service providers and long-term residents. The larger established commo poportunities to connect with newcomers through volunteering, networking events, forum	nities, workshops, tours of comm munity residents and service p	nunity resources, connections roviders are served through

76	North Shore Neighbourhood House (Program) - Edible Garden Project	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	Adequate access to fresh fruit and vegetables is a cornerstone of good health, but is be Edible Garden Project (EGP) is supporting the health and wellness of low income and man grown fruits and vegetables, providing information and education around ecological fo relationships and skills. The EGP has been growing gardens and community on the North fresh North Shore grown produce to those in need in our community, and provided acce residents monthly. By connecting any DNV resident with garden space, access to healt community capacity and promoting a resilient, healthy, and supportive community.	ginalized DNV residents by connectine od gardening and healthy eating, a Shore for eight years, has grown ar ses to fresh healthy vegetables to ap	ng them with fresh backyard and opportunities build new nd donated over 8 tonnes of proximately 600 North Shore
77	North Shore Neighbourhood House (Program) - Pre-Teen Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,350.00
	development. Early identification of issues or concerns identified by pre-teens has allowed information, and connecting to further programs (such as out-trips offered by NSNH). hour program that offers recreation activities, arts & crafts, social activities, and healt opportunities such as drug and alchohol information, bullying information, and general lif	Funding provided will allow the pro- hy snacks. The Youth Outreach Wo	ogram to provide a weekly 2 orker's also provide learning
78	information, and connecting to further programs (such as out-trips offered by NSNH). hour program that offers recreation activities, arts & crafts, social activities, and healt opportunities such as drug and alchohol information, bullying information, and general lif interest in ball hockey and soccer as well as arts & craft activities.	Funding provided will allow the pro- hy snacks. The Youth Outreach Wo e skill development. Over the last ye	ogram to provide a weekly 2 orker's also provide learning ear, pre-teens have identified
78	information, and connecting to further programs (such as out-trips offered by NSNH). hour program that offers recreation activities, arts & crafts, social activities, and healt opportunities such as drug and alchohol information, bullying information, and general life	Funding provided will allow the pro- thy snacks. The Youth Outreach Wo e skill development. Over the last ye REQUEST 2015 RECOMMENDATION	ogram to provide a weekly 2 orker's also provide learning ear, pre-teens have identified Year 2 of two-year cycle \$2,250.00

79	North Shore Neighbourhood House (Program) - Young Parent Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$2,400.00
	The Young Parents Program provides support, education and resources to young people worker assists in ensuring that access to housing, food and health care are provided. A we information on healthy relationships, conflict resolution, parenting and any other topics to information, lifeskills training and personal support are provided to clients to help them far given the opportunity to complete their high school education in a self-paced, sup postsecondary education, vocational or employment programs.	eekly support group is offered for yo that may be helpful to them at this ace the daily challenges of being a yo	ung parents to gain valuable stage in their life. Parenting pung parent. Participants are
80	North Shore Restorative Justice School (Program) - Schools Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 504.19
	non-judgemental environment gives children a voice. When they feel their voice matters, be active, involved listeners. The circle encourages openness, honesty, and the opport	they are empowered to make a diff unity to slow down and reconnect	erence. Children will learn to with the core self. Circles in
81	be active, involved listeners. The circle encourages openness, honesty, and the opporte schools is a strengths-based program that gives our children and youth the skills communities themselves.	they are empowered to make a diff unity to slow down and reconnect to transform conflict, heal relation	with the core self. Circles in nships, and create stronger
81	be active, involved listeners. The circle encourages openness, honesty, and the opporte schools is a strengths-based program that gives our children and youth the skills	they are empowered to make a diff unity to slow down and reconnect	erence. Children will learn to with the core self. Circles in

	North Shore Salvation Army (Program) - Frozen Meal Program	REQUEST 2015	\$5,000.00
		RECOMMENDATION	\$1,129.00
	Although Frozen Meals are available for purchase by all, the specific aim is to serve those whe Studies have shown that seniors with a cooked meal at home, as well as some interaction, can entered into a care facility at an earlier stage. This program has a social mission of enhancing fo suitable for sale at local retail partners. Low-income, unemployed individuals and students are delivered to those in need. The Frozen Meals program is an outreach program. With this, we e the targeted population can afford to purchase them. With this, a large portion of the cos unsustainable overheads of the frozen meal preparation costs and delivery.	n increase their length of stay ood security through the redistr re trained to prepare low cost ensure to keep the prices of hi	at home, rather than being ribution of food deemed not meals which are frozen and gh quality meals low so that
83	North Shore Salvation Army (Program) - Mountainside School	REQUEST 2015	\$5,000.00
		RECOMMENDATION	\$1,129.00
	shared by the DNV and CNV. Unfortunately, neither party has sufficient financial resources programs currently in existence and as a result are seeking Community support to assist in		
84	programs currently in existence and as a result are seeking Community support to assist in unsustainable overheads of the daily meal costs and delivery, as well as expanding the existing from the Salvation Army and is dispensed by Mountainside School, in an effort and manner de take-home general food bank items for the entire family.	n the endeavour. The funding Student Food Bank which cur esigned to preserve dignity for	ng will be applied to reduce rently receives its provisions the students, while allowing
84	programs currently in existence and as a result are seeking Community support to assist in unsustainable overheads of the daily meal costs and delivery, as well as expanding the existing from the Salvation Army and is dispensed by Mountainside School, in an effort and manner de	n the endeavour. The funding Student Food Bank which cur	ng will be applied to reduce rently receives its provisions

85	North Shore Stroke Recovery Centre (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$2,400.00
	The mandate of NSSRC is to provide support and resources for improving quality of life and	independence following a str	oke. Peer support, targeted
	therapies and specialized activities are offered to all registered members and their caregive comprehensive community-based program in BC through 19 hours of programming and mor September to June.		
	Outreach and program planning are important aspects of the work of NSSRC as well and the Con supplies and resources necessary to guarantee the Centre's success.	mmunity Grants funding will s	upport the cost of staff time,
	As of 2014, the NSSRC will have provided support and resources to stroke survivors on the Nor	orth Shore for 40 years - a mile	estone we are very proud of!
	(*Six people directly served are not N. Shore residents & are not included in the numbers below	v.)	
86	North Shore Stroke Recovery Centre (Program) - Arts Strokes	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$ 504.19
	The Arts Strokes program is comprised of a Music Therapy program and an Art Therapy program opportunities for the NSSRC members to share experiences, enjoy feelings of personal mastery therapies offer stroke survivors with opportunities for emotional and social connections, a sense abilities. With limited staff support from certified therapiets as well as volunteer intern stud	and give and receive peer sup se of accomplishment and a sa	oport in an arts setting. These fe setting to explore personal
87	opportunities for the NSSRC members to share experiences, enjoy feelings of personal mastery therapies offer stroke survivors with opportunities for emotional and social connections, a sense abilities. With limited staff support from certified therapists as well as volunteer intern stude While these programs currently run independently of each other, we would like to them to be to provide a well-rounded arts experience.	y and give and receive peer sup se of accomplishment and a sat lents, both these therapies ar e more integrated with shared	oport in an arts setting. These fe setting to explore personal re offered daily to members. goals and objectives in order
87	opportunities for the NSSRC members to share experiences, enjoy feelings of personal mastery therapies offer stroke survivors with opportunities for emotional and social connections, a sense abilities. With limited staff support from certified therapists as well as volunteer intern stud. While these programs currently run independently of each other, we would like to them to be	y and give and receive peer sup se of accomplishment and a sat lents, both these therapies ar	oport in an arts setting. These fe setting to explore personal re offered daily to members.
87	opportunities for the NSSRC members to share experiences, enjoy feelings of personal mastery therapies offer stroke survivors with opportunities for emotional and social connections, a sense abilities. With limited staff support from certified therapists as well as volunteer intern stude While these programs currently run independently of each other, we would like to them to be to provide a well-rounded arts experience.	and give and receive peer supplies of accomplishment and a sate dents, both these therapies are more integrated with shared REQUEST 2015 RECOMMENDATION benefits and outcomes of the rriers or concerns and benefit for a ge groups and the programs of cific age group and after review roke Survivors Peer Support. V	Poport in an arts setting. These fe setting to explore personal re offered daily to members. goals and objectives in order Year 2 of two-year cycle \$756.28 programs is the peer support from the camaraderie. NSSRC specific issues faced by these our members participate in. In wing our membership list and Ve will still be able to provide

88	North Shore Volunteers for Seniors (Operating)	REQUEST 2015	\$1,350.00
		RECOMMENDATION	\$ 900.00
	Clients, mainly frail and/or isolated seniors need support from their community to contribute family nearby or do not have family and the increasing elderly populations stric contribute to health deterioration, therefore NSVS assist to mitigate these programs. I Iranian leader to administer programs. Rent, general operating supplies and services control be financially viable. Volunteer recruit and training costs are also necessary.	rains health services. Reduced socia NSVS is a volunteer based non profit	I interaction and loneliness with two part time staff and
89	North Shore Women's Centre (Program) - Health and Wellness Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,512.58
	 To profoundly improve the health of women on the North Shore, particularly those fact holistic and complementary healthcare services. To reduce need for acute health care for the benefit of individual women, the communications Services: With one part-time coordinator and 12 volunteers, the program currently offer following services: Individual Health Consultations/Coaching Individual Holistic/Complementary Health Treatments Group Classes: Yoga, Meditation, Life Coaching, TRE (Tension and Trauma Releasing Extended Health Workshops Print and Electronic Health Lending Library 	nity and the healthcare system. rs the	I violence - to accessing

	North Shore Women's Centre Society (Operating)	REQUEST 2015	\$18,000.00
		RECOMMENDATION	\$14,400.00
	Operating funding is needed to support the drop-in resource centre space and related ser ongoing emotional/practical support, information, resources and referrals addressing conc parenting, health, immigration, etc.; Emergency food and toiletries, clothing vouchers; Comp lessons and use of printers, office equipment, desks, lounge, kitchen (with weekly hot foo workshops on parenting, physical and mental health, safety, personal development, etc. Fur rental/maintenance, telephone.	cerns such as violence, poverty, h puter access including drop-in sup od available); Multi-media speciali	ousing, legal, employment, port and one-to-one private zed lending library; Regular
91	North Shore Women's Centre Society (Program) - Single Mother's Support Group	REQUEST 2015	\$1,000.00
		RECOMMENDATION	\$ 900.00
	admits limited participants to provide in-depth support. Funding will be spent on a contract	cted, experienced facilitator lead t	
92	admits limited participants to provide in-depth support. Funding will be spent on a contract week to week through the year; weekly costs of child-minding according to numbers of resource materials; weekly and special event refreshments and program coordination and a	cted, experienced facilitator lead t participants, guest speaker hono dministration staff and office cost	he group progressively from raria; program supplies and s.
92	admits limited participants to provide in-depth support. Funding will be spent on a contract week to week through the year; weekly costs of child-minding according to numbers of	cted, experienced facilitator lead t participants, guest speaker hono	he group progressively from raria; program supplies and

	Parkgate Community Services Society (Program) - Family Resource Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,512.58
	The PCSS Family Resource Program promotes the healthy development of young children in the cost family drop-in programs for children birth to 6 years of age, and their parents and/or of Community Centre, and Lynnmour Playgroup-Jaycee House. Parkgate Playgroup operates Mot through June and serves approximately 190 adults and 270 children each month. Lynnmour Playgroup operate community open to families during the summer months. Playgroup provides a friendly, support together, meet new friends, gain new skills, share ideas and feel connected to the community is and other child-related topics are made available, and information and referrals to other agencia.	caregivers, at two locations: I nday through Thursday from Playgroup runs every Wednes es year round and is one of ortive environment; a place fo in which they live. Resources a	Parkgate Playgroup-Parkgate 9:30 to 11 30am September day from 9:30 to 11 :30 and the only playgroups in this r adults and children to play
94	Parkgate Community Services Society (Program) - Seniors' Centre Outreach Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$8,400.00
	The Parkgate Seniors' Centre acts as a gathering place that creates a strong sense of comm	nunity for seniors in the east	ern part of the District and
	provides an opportunity to meet their health, recreation and social needs in one setting. The Se a group of dedicated volunteers who provide oversight and direction into the delivery of progra well-established delivery of community services and there were over 16,500 single visits in 201	am and services. The Seniors' (the Seniors' Advisory Council,
95	a group of dedicated volunteers who provide oversight and direction into the delivery of progra well-established delivery of community services and there were over 16,500 single visits in 201	am and services. The Seniors' (the Seniors' Advisory Council, Centre Outreach program is a
95	a group of dedicated volunteers who provide oversight and direction into the delivery of progra	am and services. The Seniors' (3.	the Seniors' Advisory Council,

96	People in Pain Network (Program) - Monthly Support Groups	REQUEST 2015	\$2,800.00			
		RECOMMENDATION	\$ 747.00			
	This program will enable us to expand, enhance and sustain our four current pain self management/support groups on the North Shore. Groups provide a safe environment with trained peer leaders where people share solutions based on the self management of persistent (chronic) pain. The funds will be used to provide the opportunity for the group members to enhance their knowledge and skills about their pain self management plans and to help them focus once more on a productive and meaningful life and become engaged again in community activities.					
97	People in Pain Network (Program) - Educational Forum	REQUEST 2015	\$1,700.00			
		RECOMMENDATION	\$.00			
	on the education of pain as a chronic disease and the importance of the role of a support and the importance of the role of a support team member within the framework of condition and having a strong support team helps people living with pain commit to see of life, add meaningful activities, break their isolation and participate in family and co being undertaken at the support group level on the North Shore. Funding is request	pain self management. Research she If management skills and their own ab ommunity activities. This program wi	ows that understanding the ility to improve their quality Il further enhance the work			
98	and the importance of the role of a support team member within the framework of condition and having a strong support team helps people living with pain commit to se of life, add meaningful activities, break their isolation and participate in family and c being undertaken at the support group level on the North Shore. Funding is request rental, insurance and presenter fees.	pain self management. Research should be a self management skills and their own ab ommunity activities. This program wi ed for advertisement, printed materia	ows that understanding the ility to improve their quality Il further enhance the work Is, facility rental, equipment			
98	and the importance of the role of a support team member within the framework of condition and having a strong support team helps people living with pain commit to se of life, add meaningful activities, break their isolation and participate in family and c being undertaken at the support group level on the North Shore. Funding is request	pain self management. Research she If management skills and their own ab ommunity activities. This program wi	ows that understanding the ility to improve their quality Il further enhance the work			

99	Senior Citizens Special Services of West Vancouver (Program) - Links to Healthy Living	REQUEST 2015	\$1,000.00
		RECOMMENDATION	\$ 900.00
	The LINKS (Living Independently and Keeping Social) program has been in operation since 2 recreational programs that help them regain physical and emotional health. LINKS support chronic disease, or mental health challenges. LINKS also supports seniors who are isolated du and other factors. LINKS matches trained volunteers with individual seniors; these volunteers encourage physical activity, mental stimulation and social connectedness. Funding will be specific recruitment and promotions for the program, as well as meetings and speakers.	ts local seniors who are exper ue to mobility problems, local g assist seniors by finding and p	riencing physical disabilities, geography, income, language participating in activities that
100	Sharing Abundance Association (Program) - Sharing Abundance Meal Programs	REQUEST 2015	\$5,000.00
		RECOMMENDATION	\$3,600.00
	Sharing Abundance has been in existence for over five years and currently has five different m be the only dinner programs on the North Shore that are open to all and are listed on the Nort always that everyone who comes and/or volunteers sits down together to enjoy nutritious me programs or purchased at cost saving places such as Quest Foods and Costco. Funding is	th Shore Homelessness Task Fo eals. Whenever possible, food requested for food and supp	orce Resource Card. Focus is is obtained through gleaning lies and there is a program
101	be the only dinner programs on the North Shore that are open to all and are listed on the Nort always that everyone who comes and/or volunteers sits down together to enjoy nutritious me programs or purchased at cost saving places such as Quest Foods and Costco. Funding is manager/cook who is retained on contract for the North Lonsdale dinner program, the West Va the Lonsdale Legion. All other work is done by volunteers. Some of the funding goes to pa website maintenance, photocopying and a small amount of program advertising.	th Shore Homelessness Task For eals. Whenever possible, food requested for food and supp ancouver Baptist program and	brce Resource Card. Focus is is obtained through gleaning lies and there is a program the weekly lunch program at urance, year end accounting,
101	be the only dinner programs on the North Shore that are open to all and are listed on the Nort always that everyone who comes and/or volunteers sits down together to enjoy nutritious me programs or purchased at cost saving places such as Quest Foods and Costco. Funding is manager/cook who is retained on contract for the North Lonsdale dinner program, the West Va the Lonsdale Legion. All other work is done by volunteers. Some of the funding goes to pa	th Shore Homelessness Task Fo eals. Whenever possible, food requested for food and supp ancouver Baptist program and lying fees to be a society, insu	brce Resource Card. Focus is is obtained through gleaning lies and there is a program the weekly lunch program at

102	Special Olympics British Columbia Society - North Shore (Program) - SOBC - North Shore Sports Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$3,600.00
	SOBC - North Shore is a non-profit sport organization providing individuals with intellectual or celebrate personal achievement through positive sport experiences. These sports opportunities p of improved health and athletic ability. Their participation in sports provides opportunities for ath for and achieve goals, build community and increase their self-esteem - ultimately enriching lives.	rovide athletes with far mo	re than the physical benefits
103	Spinal Cord Injury BC (formerly filed as BC Paraplegic Association) (Program) - Peer Support Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$3,200.00
	Peer participants rely on our Information Services program, which is comprised of a toll-free to database. North Shore residents can access vital information on topics specific to living with a housing employment opportunities government benefits, recreation options, local resources, plus	disability in their own con	a monthly a second from a second s
104	Change in the second structure in the second second second structure is the second second in the second	disability in their own con	vebsite and a comprehensive
104	database. North Shore residents can access vital information on topics specific to living with a housing, employment opportunities, government benefits, recreation options, local resources, pluses of the second s	disability in their own con us more. REQUEST 2015 RECOMMENDATION	vebsite and a comprehensive nmunity, including accessible \$1,000.00 \$376.00
104	database. North Shore residents can access vital information on topics specific to living with a housing, employment opportunities, government benefits, recreation options, local resources, plus	disability in their own con us more. REQUEST 2015 RECOMMENDATION service whereby certified w nentary schools, Lions Gate nities. Funding will suppo REQUEST 2015	vebsite and a comprehensive nmunity, including accessible \$1,000.00 \$376.00 volunteer teams comprising a Hospital and Hospice weekly. rt increasing costs to operate \$2,000.00
	 database. North Shore residents can access vital information on topics specific to living with a housing, employment opportunities, government benefits, recreation options, local resources, pluses St. John Ambulance - North Shore Sea to Sky Branch (Program) - Therapy Dog The SJA Therapy Dog Program has been in existence in BC since 1997 and offers a community handler and dog visit all accredited facilities, group homes, extended health care facilities, elem The program serves vulnerable clientele by promoting healthier, safer and more caring community the program. 	disability in their own consummer. REQUEST 2015 RECOMMENDATION service whereby certified wentary schools, Lions Gate nities. Funding will suppo REQUEST 2015 REQUEST 2015 REQUEST 2015 REQUEST 2015 RECOMMENDATION	vebsite and a comprehensive nmunity, including accessible \$1,000.00 \$376.00 volunteer teams comprising a Hospital and Hospice weekly. rt increasing costs to operate \$2,000.00 \$188.00

106	Third Vision Foundation (Program) - Northshore Photovoice Program and Documentary	REQUEST 2015	\$6,000.00
		RECOMMENDATION	\$ 188.00
	In its first year, the program aims to engage North Shore homeless participants in a photo voic make measurable implements in the lives of these individuals by engaging them, creating an int the opportunity for recognition/sale of their creations through an art exhibition. The work designed in a fun and creative manner to encourage sustained participation. The project will I film. An analysis of the project indicators at completion will determine improvements for su shared. Funding will support renting the venue for the workshops and the art exhibition, capabilities for the participants' use, the cost of printing selected photos during training and for facilitators, documentary crew, and volunteers, rental of video/light/sound equipment for docu for group meals and transit cost of participants to and for workshops.	tervention through photograp kshops will include other inter be recorded and presented in ubsequent years and the lear , purchasing low cost high que or the art exhibition, honorariu	hy workshops and providing erventions/activities and be the form of a documentary nings will be published and uality cameras with manual um/gift cards for instructors,
107	Vancouver Adaptive Snow Sports (Operating)	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,260.47
	Operating funds are needed to cover part of the salary of our Executive Director, who works for	r us part-time.	
108	Vancouver Adaptive Snow Sports (Program) - Learn to Ski Program	REQUEST 2015	Year 2 of two-year cycle
		RECOMMENDATION	\$1,890.71
	Learn to Ski is our flagship program. We teach children and adults of all ages with cognitive or and Cypress. Our lessons are delivered solely by trained volunteer ski instructors. Every volunt (CADS) instructor certification to use the adaptive equipment and special teaching techniques for Participants are matched with a team of 2 or 3 volunteer instructors. Through a thorough stud equipment, skill progression exercises and games, individuals learn to ski and snowboard. All lift tickets, tram passes, adaptive equipment and skis or snowboards for all students and inst	teer completes the Canadian A or students with disabilities. dent assessment, specialized te	association of Disabled Skiing eaching techniques, adaptive

109	West Coast Domestic Workers Association (Program) - Legal Support	REQUEST 2015	Year 2 of two-year cycle		
		RECOMMENDATION	\$2,520.95		
	The program's main goals are providing live-in caregivers with legal support, conducting public legal education workshops, building partnerships with communities groups and supporting live-in caregivers to gain financial and employability empowerment skills. The program aligns with WCDWA's province-wide goals and ensures that residents of North Vancouver are able to benefit from the mobile services of WCDWA.				
	 The outputs of the program include: Approximately 50-100 live-in caregivers will receive summary legal advice or representation on their immigration, employment and other legal cases. 2 public legal education workshops for live-in caregivers will be held on immigration and employment rights matters. A series of skill building workshops on issues such as tax returns, computer literacy, C.V. building and financial management will be held in North Vancouver. North Shore Multicultural Services and other community groups will be trained on the latest immigration and employment law developments to allow them to fully support live-in caregivers. 				
110	Westcoast Family Centres (Program) - Strong Kids Program	REQUEST 2015	\$15,000.00		
		RECOMMENDATION	\$ 753.00		
	The Strong Kids Program enhances social and emotional competence and resilience in with peers, family and community. Offered in high needs elementary classrooms (base Committee), the program encourages students' confidence in expressing themselves apprun successfully in the Tri-Cities and the Vancouver school districts with much success.	ed on the MDI research and consu propriately in a number of eventual	Itation with the Middle Years situations. This program has ogram with over 4,500 middle		

New program definition

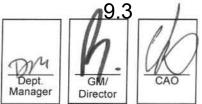
1. A 'new' program is defined as any new service or activity provided by a non-profit Society for which the Society is seeking a community grant from the District of North Vancouver. This new program could be offered by a Society that currently receives a Community Grant, or likewise, by a Society that has not received a community grant in the past.

The program does not have to be new but can be an existing program which has not been supported by a community grant. If a program was funded by the committee in the past but has not received funds for a minimum 4 years, the program will be considered to be new.

- 2. If a Society is seeking operating funding for their organization, and have not applied for operating funding in the past, despite the fact they might receive program funding, that request for operating funding is considered to be new.
- 3. Any Society that has not received a community grant in the past (even though they may have applied but did not qualify or did not receive funding), their application(s) will be considered to be new.

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AGEND	A INFORM	ATIC	N			
Regular Meeting	Date:	1	501-	16	120	ß
Workshop (open to public)	Date:			(



The District of North Vancouver **REPORT TO COUNCIL**

June 22, 2015 File: 10.4750.20/010.000

AUTHOR: Cristina Rucci, Social Planner

SUBJECT 2015 Childcare Grants

RECOMMENDATION:

- THAT Council approve funding in the amount of \$50,880 for the twenty-three childcare grant applications listed in Table 1 with funds allocated from the Childcare Grant account, and
- 2. Council direct staff to refer the request for an inflation adjustment to the Childcare Grant budget to the 2016 financial planning process.

REASON FOR REPORT:

To forward the Childcare Grants Committee's recommendations for the 2015 grants to Council for approval.

SUMMARY:

In 2015, the total amount of funding being sought by applicants for childcare grants totalled \$117,275, while the total budget is \$50,880. Twenty-three Childcare Grant applications are being recommended for funding in 2015, out of twenty-seven expressions of interest received (from twenty different agencies) (see Attachment A for rationale). These applications reflect a range of childcare initiatives and costs. All of the applications recommended for funding serve District of North Vancouver families, meet eligibility requirements, and respond to community childcare priorities identified through consultation with the Childcare Grant Committee, the North Shore Childcare Resource Society and other community partners. In addition, the proposed projects reflect partnerships among community agencies and organizations.

BACKGROUND:

The District's Childcare Policy, approved in 1995, established operating and program support for childcare through the Childcare Grants program. This policy also calls for a Childcare Grants Committee to review grant applications and make recommendations to District Council. The Childcare Policy 10-4750-1 revisions adopted on November 3, 2008, reconfirmed the importance of annual funding through Childcare Grants to eligible non-profit

societies to enhance the availability, affordability, and quality of childcare services in the District of North Vancouver. The approved budget for the 2015 childcare grants is \$50,880.

EXISTING POLICY:

- Childcare Policy (10-4750-1) supports the continuation and enhancement of childcare facilities in the District of North Vancouver.
- OCP Bylaw 7900 supports the provision of childcare in the District of North Vancouver. Specifically, policy 6.3.4 states the following:
 - Promote the establishment and maintenance of affordable quality childcare services
- Child and Family Friendly Community Charter approved by the North Shore Congress in October 2011 includes a commitment to work towards an expansion of community access to high quality Early Learning programs that are culturally appropriate, accessible and informed by research.

ANALYSIS:

The Childcare Grants Committee uses a two-stage evaluation process to promote a broad range of ideas and encourage projects that further the objectives of the District's Childcare Framework. These steps include:

- <u>Expression of Interest</u>: A preliminary *Expression of Interest Form* outlining key program requirements and priorities for 2015 was broadly advertised and distributed. This year, the Committee received twenty-seven submissions from twenty different societies, which were three more applications than were received in 2014. All of the societies that applied were invited to submit a detailed application for further consideration by the Committee.
- II. Formal Application: Selected applicants are required to provide information pertaining to:
 - the applying society, its clientele and existing services, including efforts to reduce service barriers and increase accessibility;
 - the proposed project, including the childcare needs being met, residents being served, the involvement of volunteers and partners, and a detailed action plan for implementation and evaluation; and
 - a comprehensive project budget and financial statements for the sponsoring or applying society.

Evaluation of Applications:

The applications were reviewed individually by committee members and then systematically evaluated by the group using the criteria outlined in Attachment B. The Committee's recommendations are summarized below and the rationale is included in this report under Attachment A.

	Applicant	Project/ Proposal	Amount Requested	Amount Recommended		
1	Avalon Women's Centre	Childminding for mothers attending support groups	\$7,000	\$2,500		
2	Boys & Girls Clubs of Greater Vancouver	Additional Programmer for Norvan Out of School Program	\$8,000	\$5,500		
3	Deep Cove Parent To help fund ph	ove Parent To help fund phase 2 of the		nt To help fund phase 2 of the \$8,000	\$8,000	\$1,000
4			\$5,000	\$3,000		
5	Highlands Out of School Care Society	Upgrade of electric heaters	\$549	\$549		
6	Highlands Out of School Care Society	To help cover staffing costs for the summer program	\$1,750	\$1,400		
7	Highlands Preschool Centre Society	Funding to purchase new indoor equipment	\$7,000	\$0		
8	Highlands Preschool Centre Society	Funding to purchase new outdoor equipment	\$5,000	\$1,000		
9	Lynn Valley Parent Participation Preschool	To support a series of parent education seminars	\$1,500	\$750		
10	Mt. Seymour Preschool	Funding to help develop an inclusive outdoor natural learning area	\$8,000	\$1,000		
11	North Shore Community Resources	To fund a circle of care program in the Lynn Valley area		\$2,500 \$0		
12	North Shore Community Resources	To help fund 2 workshops for \$1,400 parents and grandparents in English and Farsi	\$1,400			
13	North Shore Community Resources	To continue supporting District family childcare providers though the Wheels program	\$8,000	\$5,000		
14	North Shore Disability Resource CentreChildminding for caregivers attending the Parents' Night Out Support Group\$850	\$850	\$850			
15			\$5,000	\$1,500		
16	North Shore Neighbourhood House	To fund a dramatic play area for the Cleveland Out of School Program	\$2,000	\$500		
17	North Shore Neighbourhood House	To add a basketball hoop for the Lynn Valley Out of School Program	\$2,000	\$2,000		

Table 1: Summary of 2015 Childcare Grant Recommendations

SUBJECT: 2015 Childcare Grants

June 22, 2015

	Total		\$117,274.88	\$50,880
25	Upper Lonsdale Preschool Society	To support a weekly music program	\$1,300	\$500
24	Tsleil-Waututh Child & Family Development Centre	To support the weekly parent group which provides a combination of structured learning sessions and networking. Includes childminding services	\$8,000	\$3,500
23	Sunflower Early Learning Society	Enhancements to the garden area	\$5,000	\$1,000
22	St. Catherine's Childcare Society	To fund additional staff for the summer program	\$4,925.88	\$3,500
21	Spectrum Support Group	Childminding for mothers attending counselling sessions, support groups or other wellness activities	\$8,000	\$4,031
20	Parkgate Community Services Society	Part time staff for Middle Years Program after school	\$6,500	\$4,000
19	Pacific Post-Partum Society	Childminding for Mothers During Support Group Sessions	\$4,000	\$3,500
18	North Shore Women's Centre	Childminding for Single Mothers During Support Group Sessions	\$2,000	\$1,800

Out of the twenty-five detailed applications received, twenty-three are being recommended for funding. Overall, the applications meet priorities including: support to low-income families and vulnerable women with children, improved access and facility improvements, enhancements to the outdoor play spaces, creative programming and out-of-school care services. The approved applications provide benefits to District families and unique, neighbourhood focused and collaborative approaches to childcare service provision.

Overall, the committee was very successful at reaching a significant number of non-profit childcare providers in 2015. Discrepancy between the total amount request (\$117,274.88) and the total budget (\$50,880) enabled the committee to recommend partial funding for most of the grant requests. Given the number of applications received this year, the committee made the decision to place higher priority on childcare providers and agencies that provided direct services to children or had a direct impact on children (such as facility improvements).

Timing/Approval Process:

Timely approval of the 2015 childcare grants by Council will ensure effective program delivery to community families for projects that will commence in the fall.

Concurrence:

Staff worked closely with the Committee throughout the grant review process. The committee has reviewed the grant applications as per 2015 eligibility criteria and endorsed the grant recommendations outlined in this report.

Financial Impacts:

The 2015 Operating Budget for Childcare Grants is \$50,880. The Committee requests that Council consider an inflation adjustment to the 2015 Childcare Grant Budget in 2016. With Council direction, staff will refer this item to the 2016 financial planning process.

Social Policy Implications:

The District of North Vancouver's support for childcare programs furthers the aims of social sustainability by facilitating provision of quality care for young children in our community. Research has shown that investment in quality early childhood education provides long term economic and social benefits.

Conclusion:

The programs and projects recommended for 2015 Childcare Grants are community based and focussed. They support the principles of social sustainability and contribute to the District's social policy goals of a comprehensive childcare system.

Respectfully submitted,

Cristina Rucci, MCIP, RPP Social Planner

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	Finance 14	S Health
Engineering Operations	Grie Services	RCMP
Parks		Recreation Com.
Environment	Solicitor	D Museum & Arch.
General Facilities	GIS	Other:
Human Resources		

Document: 2641100

2015 CHILD CARE GRANTS - SUMMARY OF EVALUATION & RECOMMENDATIONS

ATTACHMENT A

	2015 APPLICANTS	PURPOSE / PROJECT	EVALUATION COMMENTS	2014 GRANT	2015 REQUEST	AMOUNT RECOMMENDED
1	Avalon Women's Centre	Childcare for mothers attending support groups.	Priorities met: Avalon Women's Centre serves women living with addiction and abuse. Many of the women that attend the support groups are single moms in their 20's & 30's facing financial and family support challenges. The childcare offered is flexible to meet working mom's needs.	\$2,500	\$7,000	\$2,500
2	Boys & Girls Clubs of Greater Vancouver	Additional Programmer for Out of School Care Program	Priorities met: Norvan provides support to school age children in a lower income area with new immigrants, provides expanded hours youth drop in, and provides drug & alcohol counselling. Additional staff will permit the FT coordinator to undertake community liaison work. Program serves 235 children & youth from the District.	\$6,500	\$8,000	\$5,500
3	Deep Cove Parent Participation Preschool	To help fund phase 2 of the playground remodel. This will involve the construction of a covered outdoor area for workstations.	Priorities met: current playground is deteriorating and requires replacement in order to meet licensing standards. The new playground will be safe, age- appropriate and will incorporate natural materials. The new program will enhance the outdoor experience for the children and will encourage them to play outside more often.	\$2,700	\$8,000	\$1,000
4	Fresh Air Learning Society Vancouver	To hire an additional staff person to support children with special and behavioural needs.	Priorities met: Fresh Air Learning is an innovative childcare where children connect to nature through play. This grant will provide support to vulnerable families, especially children with special needs.	New request	\$5,000	\$3,000

5	Highlands Group Childcare	Upgrade of electric heaters for the south portable	Priorities met: Funding is needed to upgrade the electric heaters which have been in the building since 1981. The new heaters will be much more efficient, will reduce heating bills and will keep the children and teachers comfortable.	\$900	\$549	\$549
6	Highlands Out of School Care Society	Extra staff for summer program	Priorities met: the request to hire an additional Early Childhood Education student will provide additional supervision for children attending the summer program. The ECE will gain experience and will enhance the program.	\$1,400	\$1,750	\$1,400
7	Highlands Preschool Centre Society	Funding to purchase new indoor equipment.	Priorities: The grant would allow for the purchase of new equipment (indoor or outdoor) which will encourage the children's imagination and learning through developmentally appropriate play. The committee has recommended \$1,000 which could be used for both indoor and outdoor equipment.	\$0	\$7,000	\$1,000
8	Highlands Preschool Centre Society	Funding to purchase new outdoor equipment	Rationale: Although new play equipment does add to a child's experience at preschool, it was not deemed to be critical to the program	\$1,000	\$5,500	\$0
9	Lynn Valley Parent Participation Preschool	To support a series of Parent Education Seminars for the 2015-16 academic year. Seminars will be open to the community.	Priorities: the Parent Education Seminars is aligned with the District's priority to support caregiver/parent education. The seminars will be open to members of the community at large for a nominal fee	New request	\$1,500	\$750

10	Mt. Seymour Preschool	Funding to develop an inclusive outdoor natural learning area	Priorities: The outdoor physical activity assists with the learning of young children. Provides stimulation and fosters creativity. The outdoor space will be fully accessible and will meet the needs of children with all different abilities.		\$8,000	\$1,000
11	North Shore Community Resources – Wheels Program	To continue the successful pilot project started last year where the WHEELS program provided outreach to family child care providers in the District	Priorities met: the objective of the program is to bring supports directly to all family childcare providers, many of whom often have more limited training to guide them in selecting strategies and activities that provide quality early learning experiences. Also, by going to the providers, the transportation barrier is eliminated.	\$5,000	\$8,000	\$5,000
12	North Shore Communtiy Resources	Circle of Care	Priorities: circle of care is an innovative response to connect families that employ nannies and informal care providers, such as grandparents. These connections help reduce social isolation which is detrimental to the children and the caregiver.	New request	\$6,000	\$2,500
13	North Shore Communtiy Resources	Workshops	Rationale: although a worthy program which would provide valuable information to immigrant parents a decision was made to more fully fund other programs that were applied for by NSCR.	New request	\$1,400	\$0

14	North Shore Disability Resource Centre	Funding for childcare for the Parents' Night Out Support Group	Priorities met: Grant is to provide childcare for the special needs children of parents who attend the Parent's Night Support Group in the evening and cannot find or afford alternate childcare. The purpose of the Support Group is to provide parent education as well as an opportunity to connect with other parent in a similar situation. This group is a collaboration of 3 agencies: NS Disability Resources, NS Neighbourhood House and the BC Centre for Ability.	\$600	\$850	\$850
15	North Shore Neighbourhood House	Mountainside Daycare	Priorities met: provides infant and toddler care for 24 children at Mountainside Highschool. Of the 24 young parents being served, 12 are from the DNV. The childcare facility accepts special needs children. Funding required for Coordinator of Pregnant Teens Program.	\$4,732	\$5,000	\$1,500
16	North Shore Neighbourhood House	Cleveland Out of School Care – Dramatic Play Area	Priorities met: Out of school care meets the needs of school aged children. The dramatic play will help children get along in a group, to share, to problem solve and to have a positive self-image – all creative skills which are essential.	New request	\$2,000	\$500
17	North Shore Neighbourhood House	Lynn Valley Out of School Care basketball hoop	Priorities: Out of school care meets the needs of school aged children. The basketball hoop will enhance the outdoor play area will benefit the older children in the program.	New request	\$2,000	\$2,000
18	North Shore Women's Centre	Child Minding during Counselling Sessions on Saturdays	Priorities met: provides child-minding service while single mothers are in counselling sessions to help address the impacts of domestic violence, self-esteem, legal information, employment. Serving about 15 mothers and 20 children, about half of whom are from the DNV. Many of the single mothers that participate are living near or under the poverty line. Collaborates with Sage Transition House & Health Authority, YWCA, Multicultural Society, etc	\$1,800	\$2,000	\$1,800

	Total				\$117,274.88	\$50,880
25	Upper Lonsdale Preschool Society	Music program	Priorities met: the music program will benefit the preschool aged children and provides a multi-sensory experience for all children.	New request	\$1,300	\$500
24	Tsleil-Waututh Nation	Parent group and education	Priorities met: reduces barriers in order to attract aboriginal and non-aboriginal families. Empowers parents by providing them support and information. The group meets weekly and serves any family with children under 12 years old.	\$3,500	\$8,000	\$3,500
23	Sunflower Early Learning Society	Garden enhancement	Priorities met: The goal of the "imagination garden" is to create an environment that brings imagination, play and growth hand in hand for all children regardless of ability.	New request	\$5,000	\$1,000
22	St. Catherine's Childcare Society	Staff for summer program	Priorities met: The additional staff that will be required will be experienced ECE who will work one on one with children that require extra supports. This provides opportunities for families that have limited choices.	New request	\$4,925.88	\$3,500
21	Spectrum Support Group	Child-minding during counselling	Priorities met: provides child-minding service for low income single mothers attending counselling sessions on abuse and addiction issues. Partnering with Cove Community Church, Infant Development Program and Family Services.	\$4,500	\$8,000	\$4,031
20	Parkgate Community Services Society	Staff for Middle Years Program	Priorities met: proposes a separate program to interest 9 to 12 year olds. Extra PT staffing required 3 x /week between 3:30 – 5:30 pm. Serves 18 DNV children at Seymour & Parkgate Schools. Collaboration with Parkgate Youth Services to build connections with pre- teens.	\$4,400	\$6,500	\$4,000
9	Pacific Post Partum Support Society	Child Minding during 3 hr Counselling Sessions	Priorities met: provides child-minding service during weekly post partum support sessions. Volunteer staff speak 6 different languages.	\$3,700	\$4,000	\$3,700





2015 CHILD CARE GRANTS PROGRAM

The District of North Vancouver is committed to being an active partner in the development and maintenance of a comprehensive child care system which encourages equitable access to affordable, quality programs for District families. The Child Care Grants Program promotes quality, availability and affordability of highly needed child care services.

WHAT KINDS OF PROJECTS ARE FUNDED?

Projects that enhance quality of care and address District priorities for child care, including development of innovative services or programs that can be used as models by other childcare providers. Maximum grants are up to \$8,000.

WHAT ARE DISTRICT PRIORITIES?

Priority will be given to new or innovative¹ proposals that address:

- Infant/toddler care
- Flexible and/or non-traditional hours of care
- School age child care (before and after school care) including care for 9-12 year olds
- Supported child care/Special Needs Care
- · Supports to vulnerable families (not direct financial aid such as bursaries or subsidized care)
- Caregiver/parent education (priority will be given to organizations that are working collaboratively to serve
 multiple groups of parents and caregivers within a community)

WHO IS ELIGIBILE?

To be eligible for a 2015 District of North Vancouver Child Care Grant:

- The facility <u>must</u> be located in the District of North Vancouver or be a unique service on the North Shore serving District families.
- The organization must be a registered non-profit society in good standing with the Registrar of Companies for at least one year, or be sponsored by a registered non-profit society in good standing for at least one year.
- The organization must have a volunteer independent governing body.
- The organization must extend its services to the general public in the District and shall not exclude anyone by reason of race, religion or ethnic background
- The organization will not act as a funding body or make grants to any other groups or organization.
- When appropriate, organizations applying for larger grants, should be seen to be forming partnerships and seeking monies from other funding sources, or contributing their own funds (money or in-kind) to the project
- If the organization was previously funded, all accountability forms must have been submitted on time.

2015 GRANT PROCESS

Expressions of Interest will be reviewed by the Community Child Care Grants Committee for eligibility and fit with District priorities as outlined above. Organizations submitting proposals that meet these objectives will be contacted by the Committee to prepare a formal grant application.

The District of North Vancouver invites eligible groups to submit their proposal for enhancing child care services in the District by completing the Expression of Interest form and returning the form to the District by 4:30 p.m. on Monday, April 6, 2015. The form can be downloaded from the District's website at <u>www.dnv.org</u>, following the pathway Live/Social Services/Childcare.

Got a good idea but not sure if it fits? Contact Cristina Rucci, Sustainable Community Planning Department at 604-990-2274 or *crucci@dnv.org* to discuss possibilities and eligibility

¹ Ongoing projects are also eligible for funding.

Other projects that don't fit district priorities but enhance quality of care will also be considered.

District of North Vancouver 2015 CHILD CARE GRANTS EXPRESSION OF INTEREST

ORGANIZATION

CONTACT

ADDRESS

SITE ADDRESS

PHONE

E-MAIL

AMOUNT REQUESTED (approximately)

FAX

BRIEFLY DESCRIBE YOUR PROPOSED PROJECT AND HOW IT WILL FIT WITH DISTRICT CHILDCARE PRIORITIES (PLEASE SUBMIT A SEPARATE EXPRESSION OF INTEREST FOR EACH PROJECT)

SUBMIT TO: Cristina Rucci, Social Planner, Sustainable Community Planning Department, District of North Vancouver 355 West Queens Rd., North Vancouver, BC V7N 4N5 Fax: 604-984-8664 Email: crucci@dnv.org

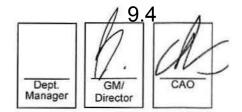
DEADLINE: 4:30 P.M. Monday, April 6, 2015

Document: 2558927

AGENDA INFORMATION

Regular Meeting
 Workshop (open to public)

2,2015 Date: Date:



The District of North Vancouver REPORT TO COUNCIL

June 24, 2015 File: 5-1930-Grants/Sponsorships/2015

- AUTHOR: Annie Mauboules, Social Planner Cristina Rucci, Social Planner
- SUBJECT: Final Instalment of Core Funding Grants 2015

RECOMMENDATION:

THAT Council approve the \$469,080 final instalment of the \$770,673 core grant previously approved in the 2015 budget.

Capilano Community Services Society	\$59,234
North Shore Neighbourhood House	\$57,388
Boys' and Girls' Clubs of Greater Vancouver (Norvan)	\$13,610
Parkgate Community Services Society (youth)	\$103,480
Silver Harbour Centre Society	\$56,960
Family Services of the NS	\$34,680
North Shore Childcare Resources Program	\$36,343
North Shore Restorative Justice Society	\$24,401
Lynn Valley Services Society (Mollie Nye House)	\$22,984
Hollyburn Family Services Society	\$10,000
Parkgate Community Services Society (operating)	\$50,000
TOTAL	\$469,080

TOTAL

REASON FOR REPORT:

To outline the disbursement of annual operating grants to Youth Outreach organizations, Silver Harbour Centre Society, Family Services of the North Shore, North Shore Community Resource Society and North Shore Restorative Justice Society as approved during the 2015 budget review and to consider new funding to Hollyburn Family Services Society for the North Shore Youth Safe House.

SUMMARY:

In accordance with the District of North Vancouver's Youth Funding Policy (policies 10-5120-2 and 10-5120-3) and Community Services (policy 5-1850-2), the District approved core operating grants as part of the 2015 budget. The Youth Outreach Agencies, Lynn Valley Services Society (Mollie Nye House) and Silver Harbour Centre Society received an advance of their grant in January, with the remainder to be paid out in July 2015. The remaining agencies receive their full operating grants in July 2015. A portion of funds formerly used to support the Family Court and Youth Justice Committee are proposed to be reallocated to Hollyburn Family Services Society for the North Shore Youth Safe House. Please see Table 1 on page 5 for a detailed breakdown of the funding allocations to these agencies.

EXISTING POLICY:

District of North Vancouver Municipal Grants Policy, 5-1850-2 (<u>Attachment A</u>) City and District of North Vancouver Youth Funding Policy- 10-5120-2, 10-5120-3 (<u>Attachment B</u>)

ANALYSIS:

Youth Outreach Agencies

Youth Outreach agencies serve to create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy and valued members of the community. The Youth Agencies allocate their funding into a number of different major service areas including: one-to-one and/or group work with at-risk youth, drop-in centre based work, improved coordination and multi-service planning, multi-culturalism and diversity, youth engagement and community development.

The Youth Outreach Agencies, which include Capilano Community Services Society, North Shore Neighbourhood House (in Lynn Valley), Norvan Boys' and Girls' Club and Parkgate Community Services Society, received approximately 50% of their funding in January, with the balance to be allocated in July 2015.

Silver Harbour Seniors' Centre Society

The mission of Silver Harbour Seniors' Centre Society is to inspire and enhance the physical and mental well-being of adults 55+ by providing social, creative, educational, and physical activities, focussing on volunteer participation. The Society is part of the North Shore Services to Seniors Coalition. Funding provided to Silver Harbour is applied towards general operations of the organization including maintenance, salaries and promotions.

Family Services of the North Shore - Community Family Counselling Program

The Counselling Program at Family Services provides a broad range of services to children, youth, adults, couples, and families from a diverse array of ethno-cultural and economic backgrounds. These services include clinical counselling and employee assistance. The operating grants and the monies Family Services receives through community grants is used for their Family Counselling program to ensure access to their services though a sliding fee scale thereby eliminating cost as a barrier to service.

North Shore Community Resources Society (Child Care Resource Program)

The mission of the North Shore Child Care Resource and Referral Program is to promote programs and projects that enhance caring services and the quality of life for children and their families and provides a strong voice on behalf of child care on the North Shore. The operating grant from the District of North Vancouver is used to support an Early Childhood conference, information sessions, library, diversity services, child care data and analysis, community development and a range of other programs and services (e.g. parent referrals, professional development and training opportunities, equipment loans).

North Shore Restorative Justice Society

The North Shore Restorative Justice Society was established in 1997 to promote and support restorative justice principles. Restorative Justice involves a balanced approach that addresses the needs of victims, communities and offenders. The Society aims to promote shared accountability for conflict, heal and reunite those impacted by conflict, build capacity in conflict resolution, and nurture community connectivity. The Society provides four programs: the Restorative Response, Restorative Awareness Dialogue, Restorative Responses to Adult Abuse and Neglect, and Restorative Approaches in Schools. The Program has been core funded jointly by the City and District of North Vancouver since 1998 and the District of West Vancouver now also funds them. The funding supports the ongoing operations of the Society including program development, training and other activities.

Lynn Valley Services Society - Mollie Nye House

The Lynn Valley Services Society operates Mollie Nye House as a welcoming, active place where Lynn Valley residents feel a sense of belonging and pride; where community volunteers encourage and nurture programs and services for seniors and others; and where preservation and use of the House and garden recognizes its historic place in the community and the contributions of the Nye family. The specific purpose of the House is to support, promote and develop educational, social, and community services and programs at the House for all residents of Lynn Valley now and in the future and to create a place and opportunities for dialogue regarding issues of community interest in Lynn Valley.

Parkgate Community Services Society – Operational Funding

In 2013, a new partnership agreement for the operation of the Parkgate Community Centre was created between the North Vancouver Recreation and Culture Commission and Parkgate Community Services Society. The changes to the original agreement resulted in a funding shortfall to the society in continuing to operate low/no cost community programming in that facility. In 2014, District Council committed to providing the society \$50,000 for a three year period to address this operational budget shortfall. The society provides a wide range of important services including 0-6 group licensed childcare, out of school care, services for youth at risk, families as well as services for frail and isolated seniors. These programs provide opportunities for the residents of Seymour to connect with one another, receive important supports that improve their health and well-being and sense of community connectedness.

Hollyburn Family Services Society - North Shore Youth Safe House

The North Shore Youth Safe House is a true partnership model of service delivery for the District's most marginalized residents, homeless youth between the ages of 13-18. The federal and provincial governments and numerous foundations collectively provide \$700,000 per year in operational funding. The DNV provides the house to the society through a community lease for \$1/year.

Between April 2014 and March 2015, the Safe House served 116 youth, but had to turn away 68. The average length of stay was 8 days and the average age was 15 years. Some key trends over the past year include an increase in the number of youth dealing with mental health issues, particularly psychosis as well as an increase in the number of youth using methamphetamines and crack cocaine. There are long waits for substance rehabilitation programs for youth which compounds the number of substance misuse cases that Hollyburn staff see. The North Shore Youth Safe House is currently the only safe house in the Lower Mainland accessible to youth under 16 years of age without a social worker referral.

The addition of \$10,000 annually will provide staffing capacity to connect young people who are in the house with services and supports out in the community as they transition from emergency care to more stable living arrangements. The District of West Vancouver and the City of North Vancouver are also each contributing \$10,000 for the Safe House.

See page 5 for Table 1:

AGENCY NAME	2015 Budget	First Installment	Final Installment
Capilano Community Services Society	116,190	56,956	59,234
North Shore Neighbourhood House	112,569	55,181	57,388
NorVan Boys and Girls Club	26,697	13,087	13,610
Parkgate Community Services Society Hollyburn Family Services Society	202,980	99,500	103,480
	10,000	÷.	10,000
TOTAL YOUTH	468,436	224,724	243,712
Ciles alle de un Constan Conjunta (consigna)	111 720	F4 760	56,960
Silver Harbour Centre Society (seniors) Family Services of the North Shore	111,729	54,769	50,900
(family/individuals)	34,680		34,680
North Shore Childcare Resource Program			
(children)	36,343		36,343
North Shore Restorative Justice Society			
(criminal justice)	24,401		24,401
Lynn Valley Services Society (operating)	45,084	22,100	22,984
Parkgate Community Services (operating)	50,000	-	50,000
TOTAL COMMUNITY	302,237	76,869	225,368
TOTALS	770,673	301,593	469,080

Table 1: 2015 Budget for Core Grants (including first and final instalments)

Accountability:

In support of their 2015 grant applications, agencies have provided their audited financial statements, proposed 2015 budgets, annual reports, goals and objectives for 2015, and accomplishments from 2014. Staff have reviewed these supporting materials and are satisfied that these agencies meet the District's accountability requirements.

Financial Impacts:

Direct grants totaling \$468,437 for Youth Outreach and \$302,237 for Community Services (for a total of \$770,674) were included in the 2015 Budget. Several agencies already received the first instalment of their core grant in January. The remaining funds that must be paid out total \$469,081. Municipal funding serves to leverage additional funding from senior levels of government as well as the private sector.

Social Policy Implications:

Providing support to non-profit organizations that create and define services priorizing the overall health and vitality of District residents, achieves the policy goals as set out in the 'Social Inclusion and Well Being' section of the Official Community Plan. Of particular importance is the work these agencies do to assist and support the District's most vulnerable and marginalized populations.

Conclusion:

Staff have reviewed the reports and financial statements of the organizations receiving direct grants from the District of North Vancouver, and are satisfied that these agencies meet the accountability requirements of the District's budget process. Staff are also confident that the work being done as a result of the District's funding is important and critical work needed to support all people living in the District of North Vancouver. It is recommended that the grants be released as listed in Table 1 of this report.

Annie Mauboules Social Planner

Cristina Rucci Social Planner

Attachment:

- A. Municipal Grants Policy 5-1850-2
- B. Youth Funding Policies 10-5120-2 and 10-5120-3

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	Finance 17	S Health
Engineering Operations	Fire Services	RCMP
Parks & Environment		Recreation Com.
Economic Development	Solicitor	D Museum & Arch.
Human resources	GIS	Other:





The Corporation of the District of North Vancouver

CORPORATE POLICY MANUAL

Section:	Finance	5
Sub-Section:	Grants	1850
Title:	MUNICIPAL COMMUNITY SERVICE GRANTS	2

POLICY

The Local Government Act authorizes the Council to grant monies "to any organization deemed by Council to be contributing to the general interest and advantage of the municipality" (section 176 1(c)).

REASON FOR POLICY

The Council recognizes that community non-profit organizations contribute to the well being of the citizens of the Municipality and to the improvement of their quality of life, and that financial support by Council may effectively promote additional funding from other sources.

AUTHORITY TO ACT

Retained by Council

PROCEDURE

1.0 Criteria for Grant Applications

Groups applying for grants must

- 1.1 meet the guidelines of section 176.1 (c) of the Local Government Act;
- offer services to the citizens of the District of North Vancouver and justify the need for that service;
- 1.3 show evidence of on going, active volunteer involvement;
- 1.4 present proof of financial responsibility and accountability; and
- 1.5 be seen to be seeking monies from other funding sources, or contributing their own funds to the project.

It should be noted that program supplies are eligible for funding, but capital equipment and building costs are not eligible for community grants.

2. Applications

- 2.1. <u>Application Form</u> The application form supplied by the Municipal Clerk must be utilized by all applicants for grants.
- 2.2. <u>Completeness of Information Supplied</u> Unless all required information is supplied or a suitable explanation offered as to why this information cannot be supplied, the grant application will not be considered.
- 2.3. <u>Deadline</u> The deadline of January 31 for applications in any year shall be strictly adhered to. Applications received after that date at any time throughout the year will only be considered if they meet the criteria under Section 2.4

- 2.4. <u>Funding Requests throughout the Year</u> Funding requests received after the January 31 deadline will be considered if they meet the following conditions:
 - the application meets the community grants criteria as outlined in Section 1.0 of this policy;
 - 2.4.2. the requirement for funding was not reasonably foreseeable at the date of the deadline for community grants for the current period;
 - 2.4.3. adequate justification is provided for not meeting the deadline for community grants for the current period.
 - 2.4.4. the requirement is not for sport and/or recreation travel grants; and
 - 2.4.5. a community grant application form is completed.

Staff will review applications and provide recommendations to Council.

2.5 <u>Material to Council</u> - will receive the recommendations of the Community Services Advisory Committee; additional material, including completed applications, will be forwarded if Council specifically requests it.

3.0 Publication of District Grant Process and Criteria

- 3.1 The District Grant Process and Criteria will be publicized by posting a notice and placing an advertisement in the press each November advising the Community of the Grant process and criteria and any grant priorities consistent with Council policies.
- 3.2 Grants disbursed on a yearly basis will be publicized at the conclusion of the grant process.
- 4.0 Acknowledgement of District Grants
 - 4.1 All recipients of grants from the District of North Vancouver are required to publicly acknowledge such donations.
 - 4.2 This information is to be communicated to all beneficiaries, either in a local North Shore newspaper or through a letter, as well as, if applicable, in a prominent location in their publication.

5.0 Return of Unspent Funds

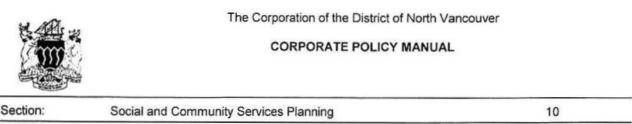
- 5.1 In the event that the funds are not used for the project or programs as described in the application, or if there are misrepresentations in the application, the full amount of the financial assistance may be payable forthwith to the District of North Vancouver.
- 5.2 If there are any changes in the funding of the project from that contemplated in the application, the District will be notified of such changes through the Community Planning Department.
- 5.3 Any unspent funds must be returned to the District at the end of the year or within 60 days of the completion of the project or event.
- 5.4 Where multiple sources of funding are received, any unspent funds will be returned pro rata to those contributing organizations that require refunds of grants.

6.0 Accountability

- 6.1 Accountability forms describing how the grant was spent must be signed by two officers of the society, and submitted to the District by December 31st of each year or within 30 days of completion of the project or event, except where the society is applying for a grant for the current year, in which case they will complete the accountability section of the application form and submit no later than January 31st of the grant year for which they are applying.
- 6.2 When applying for a municipal grant, or upon request, the applicant will supply an audited financial statement for the most recent fiscal year, or where audited financial statements are not available, the applicant will supply financial statements that have been verified as correct by two signing officers from the organization.
- 6.3 When applying for a municipal grant, the signing officers of the organization will provide written acceptance of the conditions as outlined in Sections 3.0 through 6.3 of the Municipal Grants Policy 5-1850-2.

Approval Date:	March 1, 1982	Approved by:	Policy & Planning Committee
1. Amendment Date:	April 15, 1991	Approved by:	Policy & Planning Committee
2. Amendment Date:	July 22, 1991	Approved by:	Policy & Planning Committee
3. Amendment Date:	March 9, 1992	Approved by:	Policy & Planning Committee
4. Amendment Date:	January 9, 1995	Approved by:	Special Executive Committee
5. Amendment Date:	August 14, 1995	Approved by:	Executive Committee
6. Amendment Date:	December 11, 1995	Approved by;	Regular Council
7. Amendment Date:	June 21, 1999	Approved by:	Regular Council
8. Amendment Date:		Approved by:	

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Sub-Section:	Youth Services	5120
Title:	CITY AND DISTRICT OF NORTH VANCOUVER FUNDING POLICY: OUTREACH YOUTH SERVICES - FUNDING	2

MUNICIPAL YOUTH SERVICES POLICY VISION STATEMENT

"To create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy, engaged and valued members of the community."

POLICY

The City and District of North Vancouver are committed to the development of a co-ordinated system of community-based youth services to meet the best interests of youth in North Vancouver. In particular, the municipalities recognize their responsibility in providing adequate core funding to ensure that each youth program is able to effectively perform its mandated responsibilities. The North Vancouver Recreation Commission also has an integral role in providing recreational services to youth.

The Recreation Commission is involved in short and long-term planning, coordinating and partnering in the provision of youth services (recreational, social, artistic and overall health and well-being). The Recreation Commission collaborates with the non-profit societies in providing *space* at recreation and community centres including the provision of youth centres, and other activity and programming space; assisting with staffing and program planning.

The Statement of Principles section of this policy outlines the principles which will guide the municipal funding of youth services. This section also outlines a set of principles to guide the delivery of municipal youth services, particularly outreach and centre-based youth work¹. The policy also sets out, in the Guidelines for Municipal Support section, at what level municipal funding will be provided. The policy recognizes that youth services are being offered along a continuum from front line youth workers to drop-in centres and as such the responsibilities and obligations of the organisations are defined. Finally, the Application Procedure section outlines the criteria that outreach and centre-based youth programs must meet in order to qualify for municipal funding.

While being a joint policy between the City and District of North Vancouver, each municipality will be expected to only provide funding to those agencies providing services within their respective jurisdictions unless otherwise agreed. All applications for funding for outreach and centre-based youth services are subject to the availability of municipal funds and an assessment of the need for the service proposed.

REASON FOR POLICY

To provide adequate funding to ensure that municipal youth programs are able to effectively perform their mandated responsibilities.

AUTHORITY TO ACT

Retained by Council.

ATTACHMENT

¹ The municipalities support other programs and activities which fall under other funding mechanisms and are part of the overall Civic Youth Strategy for each Municipality. Examples may include North Shore Youth in Film, Civic Youth Awards, Youth Week and specific project grants.

1. STATEMENT OF PRINCIPLES

- 1.1. Municipal Funding for Youth Services:
 - 1.1.1. Equitable: Municipal funding will strive to be equitable in terms of the level of support for services across outreach youth programs. Core funding may be provided for outreach youth services which offer either social services or other services that meet the needs of "at risk" or potentially at-risk youth.
 - 1.1.2. Secure: Municipal funding will be ongoing and stable subject to the availability of funding.
 - 1.1.3. Fair: The amount of municipal funding will be a fair proportion of core operating expenses for youth outreach services.
- 1.2. Outreach Youth Service Delivery:
 - 1.2.1. Scope: Outreach youth workers provide flexible opportunities for youth to receive support, assistance and referrals on a fairly immediate basis. They work both in the schools and in the community and are focused on meeting with youth where the youth are. Youth outreach workers provide opportunities for youth leadership, community engagement and skill development. Youth Outreach Workers work one-to-one with at-risk youth and youth potentially at-risk and also provide small group and classroom instruction. Outreach youth services fall under the District and City of North Vancouver's Civic Youth Strategy and include five major areas of focus:
 - 1.2.1.1. Youth Engagement, Community Development and Additional Resources: Includes a community development approach to youth engagement and the ability to secure other funding to supplement municipal dollars in order to enhance the continuum of youth services; and
 - 1.2.1.2. Community Based One-to-One, and Group Based Work with At Risk Youth: Includes client centered work with a diverse population of youth. The work includes pre-teens (10-12 years) teens (12-18 years) and youth transitioning into adulthood (19-24 years) these age groups are inclusive of pregnant and parenting teens, homeless, at-risk and potentially at-risk youth; and
 - 1.2.1.3. Recreation and Social Opportunities and Drop In Centre Based Work: Includes youth centre-based and recreation-oriented work designed to build trust and rapport among youth with the opportunity for more one-to-one work if needed; and
 - 1.2.1.4. Improved Coordination, Multi-Service Planning and Streamlined Referral Processes: Includes a focus on case management, participation of core funded agencies at community networking tables/committees and a continued effort to improve referrals to and from youth serving organizations and ministries; and
 - 1.2.1.5. Multiculturalism and Diversity: Includes a focus on youth outreach staff hiring policies that reflect the diversity of the community, efforts to engage with diverse youth and training programs that include diversity as part of the professional development of youth workers.

Inherent in these priorities is a focus on working with youth and family members including:

- individual advocacy for youth at risk, and for youth who are potentially at risk, and more broadly, advocacy for youth as a whole;
- support to parents and families of youth at risk, or of youth who are potentially at risk.
- 1.3. Relationships to Local Communities:

Outreach youth services should be:

 delivered in a locally-based manner (for example: staff working out of local offices, promoting the use of existing resources, and relating to other local services and locallybased staff);

- accountable and responsible to the local community (for example: through an annual youth forum, local youth services and advisory committees);
- supported by the local community (for example: volunteers, local advisory committees, and business supports and funders); and
- managed and owned by the local community by having the youth outreach staff employed by a locally-based agency². This approach is based on the belief that community development is an integral part of youth services, and that this work needs to be taken on primarily by local citizens and community groups. Having youth services directly tied to a locally-based agency provides an environment where community development and engagement occurs organically.

1.4. Accessibility:

Outreach youth services should be fully accessible to:

- all youth in the area served, particularly those at risk, and those who are potentially at risk;
- all youth in North Vancouver³;
- First Nations youth, and youth from other cultural groups; and
- local citizens, parents, and families in the sense that the service and staff should be easily identified.

1.5. Working Conditions:

In order to be effective, Youth Workers need:

- local physical space to work out of;
- an adaptable, supportive and stable organization to work for; and
- adequate training and professional supervision.
- 1.6. Relationships to Other Youth Serving Agencies:
 - Good working relationships with individual staff of other youth serving agencies, and good working relationships at the organizational level, must be developed.
- 1.7. Flexibility and Adaptability:
 - Youth services, both individually and together, need to be managed so that there is both flexibility and adaptability in the youth service system.

2. DEFINITIONS

The following definitions relate specifically to this policy:

- 2.1 "At Risk Youth" includes youth between the ages of 10 24 who may experience, or who may potentially experience significant difficulties in terms of behaviour, substance abuse, dysfunctional relationships, and/or criminal involvement. It also includes youth who are in danger of physical and psychological abuse.
- 2.2 "Potentially At Risk Youth" conveys the concept that any youth given a particular situation may be atrisk and that given the tumultuous time of adolescents and the existence of societal issues such as divorce, death, moving, substance abuse that any youth should be made to feel welcomed by the municipal youth service program with consideration of the agencies' work plan as specified in Section 1.2.1.
- 2.3 "Community Based Services" includes social, recreational, educational and cultural services provided by non-profit societies located in the City and District of North Vancouver.

² In a new "community", the need for an outreach youth service program may arise from a youth service need, or from a broader community concern with youth issues. See Section 6.1 for eligibility criteria.

³ Outreach youth workers are able to serve youth both from their own local communities and from other parts of North Vancouver only when there is a need for specialized services and when a youth specifically requests an outreach worker not in their catchment area.

- 2.4 "Core Funding" includes the costs necessary to maintain employee positions: salary and benefits and an additional percentage of those costs for program expenses and administrative support.
- 2.5 "Youth Services/Program" includes preventative, intervention, therapeutic social, recreational and cultural services targeted to "at risk" and potentially "at risk" youth.
- 2.6 "Outreach Youth Worker" is the term used in accordance with the standardized job description adopted by the youth service organizations employing youth workers. This includes employees whose primary responsibility is to actively seek out at risk youth in order to provide counselling, mediation and referrals to existing community resources for them and their families.
- 2.7 "Centre Based Youth Worker" is a term used in accordance with the standardized job description adopted by the youth service organizations employing youth workers and the North Vancouver Recreation Commission. This includes employees whose primary responsibility is to staff the youth centres, providing safe, affordable, accessible and enriching programs and activities for youth. Centre workers will refer a youth that they assess as having troubles to a youth outreach worker for case management. The primary purpose of a youth centre (often referred to as a youth lounge) is the provision of youth services (i.e. they need to feel and look like a place that teens and pre-teens would like to be not day camp space).
- 2.8 "Recreational and Social Opportunities" may include sports, drop-ins, youth groups, community outings, camping programs, cultural programs, videos, games and other leisure activities.
- 2.9 "Social Services and Community Support" are services provided by outreach youth workers including counselling and referrals, the provision of information, life skills training and other services to meet the special needs of at risk youth and potentially at-risk youth. Social assistance is broadly defined by the Federal government as "aid in any form to or in respect of a person in need".
- 2.10 "Community Development and Engagement" means a commitment to the values of empowerment in providing services to youth, the development of new services for youth, community problem solving around youth issues, and active youth involvement of the community (e.g. local advisory committees, volunteers, funders) in youth services.
- 2.11 "Financial Responsibility" means that a Society maintains proper accounting procedures and submits financial statements on a yearly basis to the municipality.

3. GOALS

The goals of this policy are to:

- 3.1 Provide policy-governed procedures for allocating City and District of North Vancouver funds to community based agencies providing youth programs.
- 3.2 Endeavour to ensure that funding provided by the City and District of North Vancouver is allocated in a fair and transparent manner.
- 3.3 Provide guidelines for the implementation of the Funding Policy.

4. RESPONSIBILITIES

4.1 City and District of North Vancouver:

- 4.2.1. The City and District of North Vancouver will be responsible for the implementation and maintenance of this policy.
- 4.2.2. The municipalities may provide core funding for outreach youth services to youth at risk.
- 4.2.3. The municipalities will develop guidelines for ongoing accountability and will ensure that the community based agencies are aware of these guidelines.
- 4.2 Community Based Agencies:
 - 4.2.1. Based on the agreed upon yearly work plan developed cooperatively with the youth serving agencies and the municipalities, the agencies will be responsible for those

activities and services identified. The agencies will be responsible for program development, staff supervision and administrative functions. In addition the agencies will be responsive to municipal needs related to public concerns and requests.

- 4.2.2. These agencies will be responsible for obtaining any additional funding required to operate the program which best suits their community's needs.
- 4.2.3. These agencies will be financially and administratively responsible for ensuring accountability in all facets of their operation.

5. GUIDELINES FOR MUNICIPAL SUPPORT TO YOUTH PROGRAMS

5.1. Funding:

- 5.1.1. The City and District of North Vancouver may provide core funding for community based services which provide either social services or other services that meet the needs of "at risk" youth. The amount of funding provided will meet core staff requirements and be subject to the availability of funding and assessment of the need.
- 5.1.2. The City and District of North Vancouver may provide additional funds to a communitybased service which proposes to operate a new youth outreach program filling a community need for which "developmental money" is required.
- 5.1.3. Salaries and benefits will be determined by the sponsoring agency consistent with standards agreed to by the agencies. The amount of funding provided will take into account the salary level submitted by each non-profit society along with eligibility criteria, set forth in this policy.
- 5.1.4. Funding may be revoked by the City and the District of North Vancouver if the youth program or sponsoring agency ceases to meet the goals and eligibility criteria as set forth in this policy.
- 5.2. Federal and Provincial Funding:
 - 5.2.1. Municipalities will be supportive in assisting agencies in accessing provincial and federal funding to enhance the continuum of services for youth.
 - 5.2.2. The agencies will similarly be supportive of the municipalities accessing any additional resources or possible reimbursements for the provision of social and community services.
- 5.2. Indirect Support:
 - 5.2.1. In addition to financial support, the City and District of North Vancouver may also support youth services by leasing municipally owned buildings to the non-profit society providing the program. Such leases will be consistent with all current municipal community lease policies and procedures.

6. APPLICATION PROCEDURE

6.1. Eligibility Criteria:

To qualify for municipal funding, youth programs must meet the following criteria. They must:

- 6.1.1. be sponsored by a community-based organization incorporated as a non-profit society, if they are not a non-profit society themselves;
- 6.1.2. work closely with existing community resources and services;
- 6.1.3. serve youth who are residents of North Vancouver;
- 6.1.4. provide specific programs or opportunities to meet the needs of "at risk" or potentially atrisk youth in their particular community (the City and District of North Vancouver will not fund a new youth program in cases where an existing service could satisfactorily meet the need);
- 6.1.5. justify the need for the youth program;
- 6.1.6. encourage volunteer involvement;
- 6.1.7. be seeking or receiving funding from other sources;
- 6.1.8. encourage youth involvement;

- 6.1.9. provide adequate professional supervision for all youth worker staff; and
- 6.1.10. demonstrate that linkages are being developed and maintained with front line staff in other youth serving agencies, organizations, departments, and other levels of government.
- 6.2. Accountability
 - 6.2.1. Sponsoring societies must demonstrate accountability to the community and residents being served through such measures as the following:
 - 6.2.1.1 broad representation on the board of directors;
 - 6.2.1.2 consulting with youth advisory committees;
 - 6.2.1.3 consulting with community and user groups; and
 - 6.2.1.4 ensuring youth involvement in the planning and delivery of services (such as an annual youth forum).
 - 6.2.2. Outreach youth programs must also provide regular statistical information that reflects the five major service areas as outlined in this policy in Section 1.2.1. Reports should be submitted to the municipal Social/Community Planning Department and should include the following information:
 - 6.2.2.1 a description of programs and activities;
 - 6.2.2.2 the demographics of youth served by each service;
 - 6.2.2.3 a description of trends and needs for at-risk youth; and
 - 6.2.2.4 results from the annual youth forum (or alternate form of meaningful youth involvement as related to input into the delivery of youth services as agreed by the municipality).
 - 6.2.3. Sponsoring agencies must demonstrate financial accountability of the agency, by submitting the latest financial statement (statement of revenue and expenditures, statements of assets and liabilities) to the municipality.
- 6.3. Conflict of Interest:

The sponsoring society shall be subject to the regulations outlined in the British Columbia Society Act and the Federal Income Tax Act (where applicable) with respect to conflict of interest policies.

6.4. Funding Disbursements:

Core funded youth agencies whose applications are approved will receive funding for youth programs in semi-annual instalments as per the following:

- a) the municipality will provide half of the previous year's grant allocation in January; and
- b) the balance of the amount to meet the current year's funding request following approval by Council of the annual budget.

Approval Date:	October 19, 1992	Approved by:	City of North Vancouver
Approval Date	October 27, 1992	Approved by:	District of North Vancouver
1. Amendment Date	June 20, 1994	Approved by:	Executive Committee
2. Amendment Date	December 11, 1995	Approved by:	Regular Council
3. Amendment Date	November 3, 2008	Approved by:	Regular Council



CORPORATE POLICY MANUAL

Section:	Social and Community Services Planning	10
Sub-Section:	Youth Services	5120
Title:	OUTREACH YOUTH SERVICES - CORE FUNDING	3

MUNICIPAL YOUTH SERVICES POLICY VISION STATEMENT

"To create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy, engaged and valued members of the community."

POLICY

The District may provide core funding to community based services providers for services that meet the needs of youth at risk or potentially "at risk".

REASON FOR POLICY

To provide a shortened application and review process and assurances of continued core funding to youth services which meet the criteria outlined in this policy.

AUTHORITY TO ACT

Retained by Council

PROCEDURE

1. CRITERIA

The organization must meet the eligibility criteria contained in section 6.1 of the City and District of North Vancouver Youth Policy: Outreach and centre-Based Youth Work.

- 1.1. Core funding is only for core staff funding (see definition of Core below)
- 1.2. The minimum amount is \$5,000.
- 1.3. The organization must have received at least 3 continuous years of District or City community grants prior to applying for core funding

2. DEFINITION OF CORE FUNDING

Core funding includes the costs necessary to maintain employee positions: salary and benefits, and an additional percentage of those costs for program expenses and administrative support.

3. APPLICATION PROCESS

- 3.1. The organization will submit its funding request for the following year to the appropriate Social Planning staff designate in the fall of each year. Included in the budget package is the following:
 - 3.1.1. financial statement from the previous year
 - 3.1.2. budget using the District's and City's budget format
 - 3.1.3. annual report

- 3.1.4. statistical report summarizing the past year of service provision (numbers of clients, services, new trends etc) and proposed programs and services for the projected year.
- 3.2. Staff will review funding requests with respect to the following:
 - 3.2.1. the reasonableness of the budget figures;
 - 3.2.2. involvement of local community and volunteer contributions;
 - 3.2.3. linkages with existing service providers;
 - 3.2.4. youth demographics for that area and the demand for youth services.
- 3.3. The organization will be advised of the amount of the District's and City's funding by Social Planning staff in May after the budget receives final approval from Council.

4. FUNDING DISBURSEMENTS

Agencies whose applications are approved will receive funding for outreach youth programs in semi-annual installments as per the following:

- 4.1. the District and City will provide half of the previous year's funding allocation in January; and
- 4.2. the balance of the amount to meet the current year's funding request following approval by Council of the annual budget

5. OPTING OUT OF CORE FUNDING

The District may cease core funding to an organization due to any significant changes in staff, client numbers or composition, funding from other sources, or in the organization itself, or any major concerns or complaints from Social Planning staff or the community which have been validated.

The organization may opt out of core funding at any time for any reason.

6. ACCOUNTABILITY

The District and City shall ensure accountability and quality of service through the following means:

- 6.1. Staff shall review each organization's budget package (as outlined in section 3 above);
- 6.2. Social/Community Planning staff shall monitor services through the Service Agreements, corresponding Annual Civic Youth Services Work Plan; and related statistical reporting procedures. Additionally staff are in contact with the organizations on a regular basis;
- 6.3. Each agency shall hold an annual youth forum (or other form of input as approved by the municipality) on youth needs and issues in conjunction with other interested stakeholders if appropriate.
- 6.4. Social / Community Planning staff shall monitor that statistical information provided by agency's annually.

Approval Date:	November 18, 1992	Approved by:	City of North Vancouver
Approval Date	October 28, 1991	Approved by:	DNV Policy & Planning Committee
2. Amendment Date:	December 19, 1994	Approved by:	Executive Committee
3. Amendment Date:	December 11, 1995	Approved by:	Regular Council
4. Amendment Date:	November 3, 2008	Approved by:	Regular Council



June 15, 2015

Mayor Richard Walton and District Council District of North Vancouver 355 West Queens Road North Vancouver BC V7N 4N5

Dear Mayor Walton and Councillors:

Re: Motion Passed by the North Vancouver Recreation & Culture Commission

The North Vancouver Recreation & Culture Commission passed the following motion:

THAT the Commission recommends that the North Vancouver District Council supports the achievements of District of North Vancouver residents Anna Goodwin, Eliza Jane Kitchen, Katie Weaver, Jenna Sim, Kayden Sim and Brent Chapman, by awarding Sport and Recreation Travel Grants of \$200 each.

The staff report upon which the motion was based is attached for your information.

We hereby request that District Council consider the Commission's recommendation to award the above applicants with Sport and Recreation Travel Grants as noted.

If further information or clarification is required, please do not hesitate to contact me.

Sincerely,

Under

Heather A. Turner Director of Recreation & Culture

Attachment

cc. Ron Holbrook, Coordinator

600 West Queens Road, North Vancouver, BC V7N 2L3 • Phone: 604.987.Play (7529) Fax: 604.984.4294 • Email: info@nvrc.ca Building Healthy Individuals, Families and Communities

www.nvrc.ca

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North Vancouver Recreation & Culture Commission

Commission Meeting Date:

March 26, 2015

Subject: Sport and Recreation Travel Grant Applications

RECOMMENDATION:

THAT the Commission recommends that North Vancouver District Council supports the achievements of District of North Vancouver residents Anna Goodwin, Eliza Jane Kitchen, Katie Weaver, Jenna Sim, Kayden Sim and Brent Chapman by awarding Sport and Recreation Travel Grants of \$200 each.

THAT the Commission recommends that North Vancouver City Council supports the achievements of City of North Vancouver resident Emily Weekes by awarding a Sport and Recreation Travel Grants of \$100.

BACKGROUND:

The City and District of North Vancouver have a Sport and Recreation Travel Grant Program (SRTG) that recognizes and encourages the efforts of all who pursue excellence in sport and recreation in significant out-of-province and international championship events.

Commission staff review travel grant requests from citizens of the two North Vancouver communities and make recommendations to the Commission. The Commission's motion is forwarded to the applicable Council for the purpose of allocating travel grant funds if recommended.

The SRTG Program recognizes individuals and teams who have achieved championship status and are advancing to interprovincial, national or international championship competition.

DISCUSSION:

A Sport and Recreation Travel Grant application was received on behalf of District of North Vancouver residents:

- Anna Goodwin
- Eliza Jane Kitchen
- Katie Weaver
- Jenna Sim
- Kayden Sim

and City of North Vancouver resident Emily Weekes, who are members of the Hollyburn Cross Country Ski Club, and who qualified to compete in the Canadian National Cross Country Ski Championships, to be held March 14-21, 2015 in Thunder Bay, Ontario. A grant application was also received on behalf of District of North Vancouver resident Brent Chapman who was selected by BC Blind Sports to represent the province on the Eclipse Hockey Team at the Courage Canada National Blind Hockey Tournament, February 13-15, 2015 in Toronto, Ontario.

Supporting documentation verifying the regional qualification and cost of travel were submitted by the sport organizations and the applications meet the criteria of the SRTG guidelines.

BUDGET IMPLICATIONS:

There are no budget implications for the Commission. The City and District of North Vancouver have budgets for this grant program.

CONCURRENCE & COMMUNICATION PLAN:

The Commission's recommendation will be communicated to the City and District of North Vancouver Councils.

POLICY/AUTHORITY:

In 1992, the City and District Councils authorized the Recreation Commission to review and make recommendations to the Councils on the merits of applications for Sport and Recreation Travel Grants.

CONCLUSION:

The recommended individual awards are the maximum allowable according to the Travel Grant Guidelines of the District of North Vancouver and the City of North Vancouver.

Tom Walker Recreation Coordinator

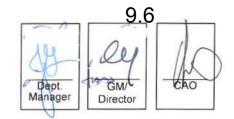
Leslie June Manager of Recreation & Culture

ILM

Heather A. Turner Director of Recreation & Culture

Regular MeetingWorkshop (open to public)

N
6,2015



The District of North Vancouver REPORT TO COUNCIL

June 16, 2015 File: 11.5320.20/064.000

AUTHOR: Linda Brick, Deputy Municipal Clerk

SUBJECT: Bylaw 8125: Local Area Service Bylaw, Traffic Calming for 2900 Block Wembley Drive and 2800 Block Wembley Place

RECOMMENDATION:

THAT "Speed Humps: 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, Bylaw 8125, 2015" is ADOPTED.

REASON FOR REPORT:

Bylaw 8125 received First, Second and Third Readings on June 15, 2015.

The bylaw is now ready to be considered for Adoption by Council.

Options:

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

Respectfully submitted,

Linda Brick

Deputy Municipal Clerk

Attachments:

- Speed Humps: 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, Bylaw 8125, 2015
- Staff Report dated May 29, 2015

SUBJECT: Bylaw 8125: Local Area Service Bylaw, Traffic Calming for 2900 Block Wembley Drive and 2800 Block Wembley Place

June 16, 2015

Page 2

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities 1/	Ginance	S Health
Engineering Operations	Generation Fire Services	RCMP
Parks		Recreation Com.
Environment	Solicitor	D Museum & Arch.
G Facilities	GIS	Other:
Human Resources		

The Corporation of the District of North Vancouver

Bylaw 8125

A bylaw to establish a local area service of generally constructing traffic calming works for the benefit of a part of the District of North Vancouver (LIP 2015-01: Speed Humps on 2700-2900 Block Wembley Drive and 2800 Block Wembley Place).

WHEREAS section 210 of the *Community Charter* authorizes a municipality to establish a local area service for the particular benefit of a part of the municipality, to be paid for in whole or in part by a property value tax or a parcel tax, or both, imposed only within the local service area;

WHEREAS pursuant to section 212 of the *Community Charter*, the owners of parcels within the Local Service Area (as defined in this bylaw) have submitted a sufficient and valid petition proposing the construction of asphalt speed humps, complete with road markings, signage and other works as necessary ("The Works") located on 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, as shown on Attachment "1" appended to this bylaw; and,

WHEREAS The Council for the District of North Vancouver wishes to provide the local area service contemplated in this bylaw and considers that such service will provide particular benefit to the Local Service Area,

The Council for the District of North Vancouver, in open meeting assembled, enacts the following:

1. Citation

This bylaw may be cited as "Speed Humps: 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, Bylaw 8125, 2015".

2. Establishment of Local Area Service

The District hereby establishes the service of the construction and installation of the Works in accordance with the District's current engineering standards and specifications for the benefit of the Local Service Area described in section 3 of this bylaw. The following will be included in the cost of the Works as necessary:

i. all hard construction costs;

ii.engineering and administration expenses;

iii.cost of advertising and mailing of notices;

- iv.interest on temporary loans and discount and expenses relating to security issuing bylaws;
- v.compensation for land taken for the purpose of the Works or injuriously affected by it and for the expenses incurred by the corporation in connection with determining such compensation;
- vi.cost to acquire all such property, easements, rights-of-way, licences, rights or authorities that may be requisite or desirable for and in connection with the construction of the Works.

3. Local Area Service Boundaries

The Local Service Area includes all of the parcels within the area outlined in bold on the plan attached to and forming part of this bylaw as Attachment "1" (the "Local Service Area").

4. Proportion of the Cost of the Works to be Specially Charged

The share or proportion of the total cost of the Works which will be specially charged against the parcels in the Local Service Area is 100%.

5. Cost Recovery Method

The total cost of providing the service established under section 2 of this bylaw is estimated to be \$17,334.24 and the portion of the cost to be charged against the parcels in the Local Service Area is estimated to be \$17,334.24 and will be recovered by means of a parcel tax imposed for a five (5) year period only on the parcels within the Local Service Area based on a single rate per taxable frontage of each parcel.

6. Frontage Tax Assessment Roll

A parcel tax roll shall be prepared for the purpose of imposing the parcel tax on each of the parcels in the Local Service Area based on the taxable frontage of the parcels determined in accordance with Local Improvement Cost Sharing Bylaw 3711.

READ a first time June 15th, 2015

READ a second time June 15th, 2015

READ a third time June 15th, 2015

ADOPTED

Mayor

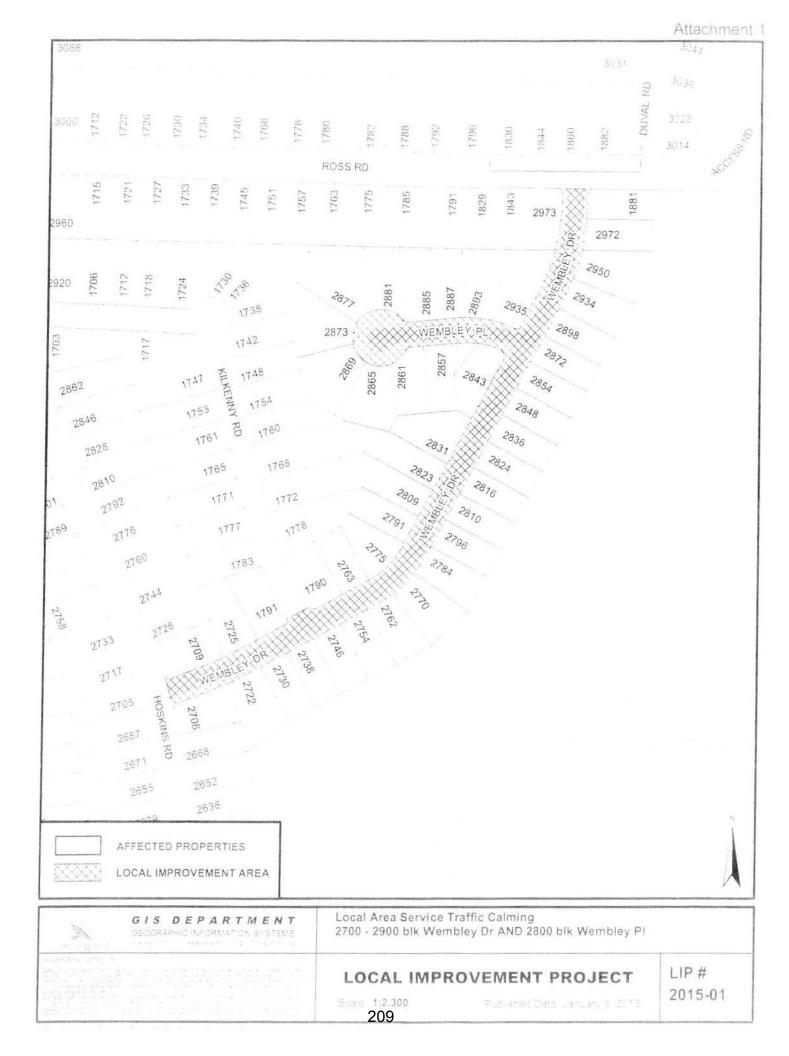
Municipal Clerk

Certified a true copy

Municipal Clerk

Attachment 1 to Bylaw 8125

Local Service Area



Regular Meeting
 Workshop (open to public)

Date:_____ Date:



The District of North Vancouver REPORT TO COUNCIL

May 29, 2015 File: 11.5320.20/064.000

AUTHOR: Alex Milek, Supervisor, Transportation Engineering

SUBJECT: Local Area Service Bylaw 8125 - (LIP2015-01) Traffic Calming for 2700-2900 Block Wembley Drive and 2800 Block Wembley Place

RECOMMENDATION:

- 1) Pursuant to Section 211 of the Community Charter, a local area service project for the construction of traffic calming works on Wembley Drive be approved; and
- 2) Bylaw 8125 be now read a FIRST, SECOND and THIRD TIME.

REASON FOR REPORT:

To advise Council that a local area service petition for the construction of traffic calming works on Wembley Drive was received and validated by the Municipal Clerk's office on April 14, 2015. Council approval is required for the adoption of the construction bylaw.

SUMMARY:

A petition to undertake the installation of traffic calming measures on Wembley Drive, which has a Local Road classification, was signed by 36 of 45 (80 percent) benefiting property owners. The Municipal Clerk has determined that this petition is valid.

The local improvement area extends from Hoskins Road to Ross Road. Attachment 1 shows the benefitting properties and the property owners that signed in support of the petition.

The proposed traffic calming work includes the installation of four asphalt speed humps, with signage and pavement markings. The adjacent property owners would be responsible for 100 percent of the costs to install these works which is estimated to be \$385.21 per property owner. This cost will be recovered by means of a parcel tax that can be spread over a five-year period, at an annual cost of \$84.72. The total cost for this project is estimated at \$17,500.

April 27, 2015

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Staff worked with the residents on Wembley Drive to develop a traffic calming plan aimed primarily at reducing vehicular speeds and to a lesser extent, discourage short cutting traffic. Typical traffic calming measures such as speed humps, traffic circles, curb bulges and centre medians were considered. The benefits and dis-benefits as well as the costs of the various traffic calming measures were considered and ultimately a traffic calming plan that called for the installation of four speed humps was developed by the residents and staff.

The residents, who must pay for the implementation of the traffic calming plan, recognise that these speed humps are the most cost-effective devices and will likely achieve the desired speed reductions that will improve the liveability and safety on their street.

At the Committee of the Whole Meeting held on May 25, 2015, Council discussed the current Traffic Calming Policy (Policy No. 11-8620-1) and considered possible changes. While there was support to continue funding traffic calming measures on Local Roads through a local area service initiative, Council requested that staff conduct a review of the traffic calming policy as it relates to the handling of traffic calming requests for Collector Roads as well as consider alternative funding options.

Based on the Committee of the Whole discussion, since Wembley Drive is classified as a Local Road, it can be considered for funding through a local area service initiative.

BACKGROUND:

In accordance with the District of North Vancouver's Traffic Calming Policy (Policy No. 11-8620-1), residents of a neighbourhood may elect to fund agreed-upon traffic calming measures on Local and Collector Roads through a local area service petition. Property owners within the designated local service area on Wembley Drive and Wembley Place have expressed an interest in improving the liveability of their neighbourhood by reducing vehicle speeds and short-cutting traffic through the neighbourhood.

At the property owners' request, engineering staff developed a traffic calming plan that includes four (4) asphalt speed humps complete with signage and road markings. Refer to Attachment 2 for details.

The Wembley Drive and Wembley Place petition is in compliance with Section 212 of the Community Charter and was certified by the Municipal Clerk on April 14, 2015; therefore, the works may proceed as a "Local Area Service Project" subject to Council's adoption of a construction bylaw.

The Community Charter regulates local area service projects and as required under Section 211 of the Charter, Council shall, before adopting the construction bylaw, have a report stating:

- a) Description of the service,
- b) Definition of the boundaries of the Local Service Area,

April 27, 2015

Page 3

- c) Identification of the methods of cost recovery for the service, including the form of local service tax and the portion of the costs of service that are to be recovered by the local service tax, and
- d) If applicable, the portion of the costs of the service that are to be recovered by a general property tax.

EXISTING POLICY:

Under Division 5 of the Community Charter, a local area service project may be achieved by Council Initiative (Section 213), or by Petition to Council (Section 212). This petition has met the criteria of Section 212, "Petition to Council for Local Area Service" which states in part:

- 1. The petition must be signed by the owners of at least 50 percent of the parcels that would be subject to the local service tax;
- The persons signing must be the owners of parcels that in total represent at least 50
 percent of the assessed value of land and improvements that would be subject to the
 local service tax.

In accordance with the Corporate Policy on Traffic Calming (Policy No. 11-8620-1), the District shall use traffic calming as a means to "*improve the quality of life of the residents, incorporate their requirements and preferences, and create safe and attractive streets.*"

The existing traffic calming policy allows for traffic calming measures to be implemented on Local and Collector Roads through a local area service petition provided there is support from two-thirds of the residents.

At the Committee of the Whole Meeting held on May 25, 2015, Council discussed the current Traffic Calming Policy (Policy No. 11-8620-1) and considered possible changes. While there was support to continue funding traffic calming measures on Local Roads through a local area service initiative, Council requested that staff conduct a review of the traffic calming policy as it relates to the handling of traffic calming requests for Collector Roads as well as consider alternative funding options.

ANALYSIS:

- Wembley Drive is classified as a Local Road and connects Ross Road to Hoskins Road, both with Collector Road classifications. Local Roads can carry traffic volumes up to 1,500 vehicles per day. Wembley Drive has an average daily traffic volume of approximately 540 vehicles which is made up of local traffic and driver's short cutting through the neighbourhood.
- The posted speed limit on Wembley Drive is 50 km/h; however, the 85th percentile speed was measured at approximately 55 km/h. The 85th percentile speed is the speed at or below which 85 percent of the drivers travel. An 85th percentile speed of

April 27, 2015

Page 4

55 km/h combined with street characteristics that include horizontal and vertical road curves and no sidewalks poses safety concerns for residents on the street.

 While a review of the accident history did not show a significant number of vehicle crashes, residents have reported that they have been witness to a number of close calls resulting from high vehicle speeds, restricted sight lines and the horizontal and vertical road curves.

Staff worked with the residents on Wembley Drive to develop a traffic calming plan aimed primarily at reducing vehicles speeds and to a lesser extent discouraging short cutting traffic.

Typical traffic calming measures were considered such as:

- 1) Speed Humps
- 2) Raised Crosswalks or Speed Tables
- 3) Traffic Circles
- 4) Curb Bulges
- 5) Centre Medians
- 6) Pavement Markings.

Staff discussed the benefits and dis-benefits as well as the costs of the various traffic calming measures with the residents and ultimately a traffic calming plan that called for the installation of four speed humps was developed. With the proposed spacing of the four speed humps on Wembley Drive, it is reasonable to expect 85th percentile speeds of approximately 45 km/h between the humps.

It should be noted that the residents, who must pay for the implementation of the traffic calming plan, recognise that these speed humps are the most cost-effective devices and will likely achieve the desired speed reductions. Staff concluded that the proposed measures represent a reasonable and appropriate installation for this local road that will result in lower overall vehicle speeds and a reduction in short cutting traffic through the neighbourhood.

Timing/Approval Process:

The property owners have requested that the proposed traffic calming works be installed as soon as possible. Should Council approve the construction bylaw and the proposed traffic calming works for Wembley Drive, the plan would be implemented this summer.

Financial Impacts:

Based on our current policy for traffic calming on local roads, the property owners are to pay 100 percent of the installation costs for the traffic calming works, including the cost of signage and pavement markings.

The District's contribution will be the engineering design and the annual maintenance costs in the form of painting the speed hump markings and occasional signage repairs.

April 27, 2015

Page 5

The District will be front-ending the capital needed for the improvements and costs incurred will be completely recovered from the benefiting property owners. The charges can be paid by the owners after the works have been completed in full, without interest or by annual instalments over a five-year period at the prevailing market interest rate.

Public Input:

Two meetings were held with the residents of Wembley Drive and Wembley Place on October 17, 2013 and October 22, 2014 to review alternative traffic calming options and develop a traffic calming plan.

Eighty (80) percent of the owners living directly in this local improvement area along the 2700-2900 blocks Wembley Drive and 2800 block of Wembley Place signed the local area service petition supporting the implementation of traffic calming works on their street. The remaining 20 percent consisted of residents that did not support the petition, were indifferent to the petition or were not able to be reached.

A copy of the proposed traffic calming plan has been forwarded to the District Fire Department.

Conclusion:

The proposed traffic calming project for Wembley Drive meets the requirements under the District's Corporate Policy on Traffic Calming (Policy No. 11-8620-1).

Options:

- 1. Council may adopt Bylaw 8125 as proposed, and the project will proceed.
- 2. Alternatively, Council may, at their discretion, not enact the Bylaw.

Respectfully submitted,

mille

Alex Milek Supervisor, Transportation Engineering

April 27, 2015

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	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	🖾 Finance 🤬	S Health
Engineering Operations	Fire Services	RCMP
Parks & Environment		Recreation Com.
General Facilities	Solicitor	Museum & Arch.
Human resources	GIS	Other:

April 27, 2015

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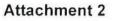


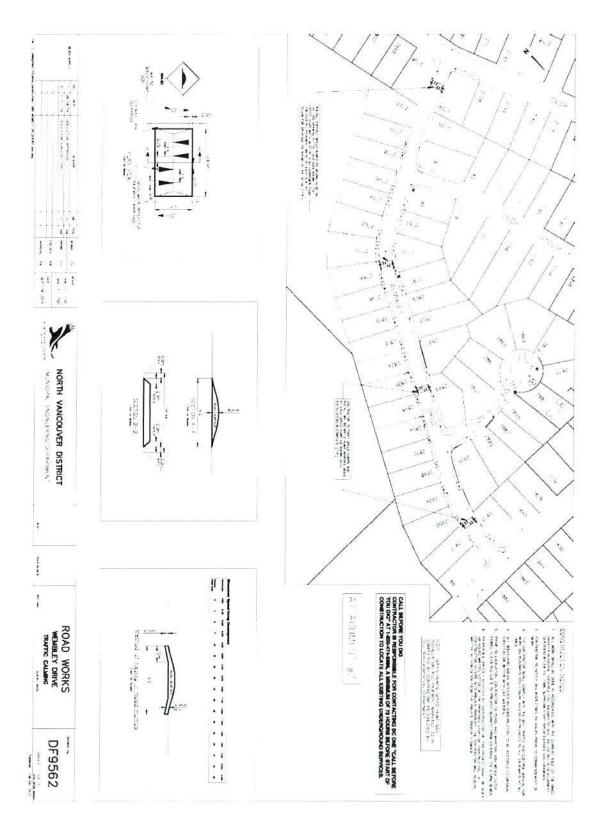
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SUBJECT: Local Area Service Bylaw 8125 - (LIP2015-01) Traffic Calming for 2700-2900 Block Wembley Drive and 2800 Block Wembley Place

April 27, 2015

Page 8





Bylaw 8125

A bylaw to establish a local area service of generally constructing traffic calming works for the benefit of a part of the District of North Vancouver (LIP 2015-01: Speed Humps on 2700-2900 Block Wembley Drive and 2800 Block Wembley Place).

WHEREAS section 210 of the *Community Charter* authorizes a municipality to establish a local area service for the particular benefit of a part of the municipality, to be paid for in whole or in part by a property value tax or a parcel tax, or both, imposed only within the local service area;

WHEREAS pursuant to section 212 of the *Community Charter*, the owners of parcels within the Local Service Area (as defined in this bylaw) have submitted a sufficient and valid petition proposing the construction of asphalt speed humps, complete with road markings, signage and other works as necessary ("The Works") located on 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, as shown on Attachment "1" appended to this bylaw; and,

WHEREAS The Council for the District of North Vancouver wishes to provide the local area service contemplated in this bylaw and considers that such service will provide particular benefit to the Local Service Area,

The Council for the District of North Vancouver, in open meeting assembled, enacts the following:

1. Citation

This bylaw may be cited as "Speed Humps: 2700-2900 Block Wembley Drive and 2800 Block Wembley Place, Bylaw 8125, 2015".

2. Establishment of Local Area Service

The District hereby establishes the service of the construction and installation of the Works in accordance with the District's current engineering standards and specifications for the benefit of the Local Service Area described in section 3 of this bylaw. The following will be included in the cost of the Works as necessary:

i. all hard construction costs;

ii.engineering and administration expenses;

iii.cost of advertising and mailing of notices;

- iv.interest on temporary loans and discount and expenses relating to security issuing bylaws;
- v.compensation for land taken for the purpose of the Works or injuriously affected by it and for the expenses incurred by the corporation in connection with determining such compensation;
- vi.cost to acquire all such property, easements, rights-of-way, licences, rights or authorities that may be requisite or desirable for and in connection with the construction of the Works.

3. Local Area Service Boundaries

The Local Service Area includes all of the parcels within the area outlined in bold on the plan attached to and forming part of this bylaw as Attachment "1" (the "Local Service Area").

4. Proportion of the Cost of the Works to be Specially Charged

The share or proportion of the total cost of the Works which will be specially charged against the parcels in the Local Service Area is 100%.

5. Cost Recovery Method

The total cost of providing the service established under section 2 of this bylaw is estimated to be \$17,334.24 and the portion of the cost to be charged against the parcels in the Local Service Area is estimated to be \$17,334.24 and will be recovered by means of a parcel tax imposed for a five (5) year period only on the parcels within the Local Service Area based on a single rate per taxable frontage of each parcel.

6. Frontage Tax Assessment Roll

A parcel tax roll shall be prepared for the purpose of imposing the parcel tax on each of the parcels in the Local Service Area based on the taxable frontage of the parcels determined in accordance with Local Improvement Cost Sharing Bylaw 3711.

READ a first time

READ a second time

READ a third time

ADOPTED

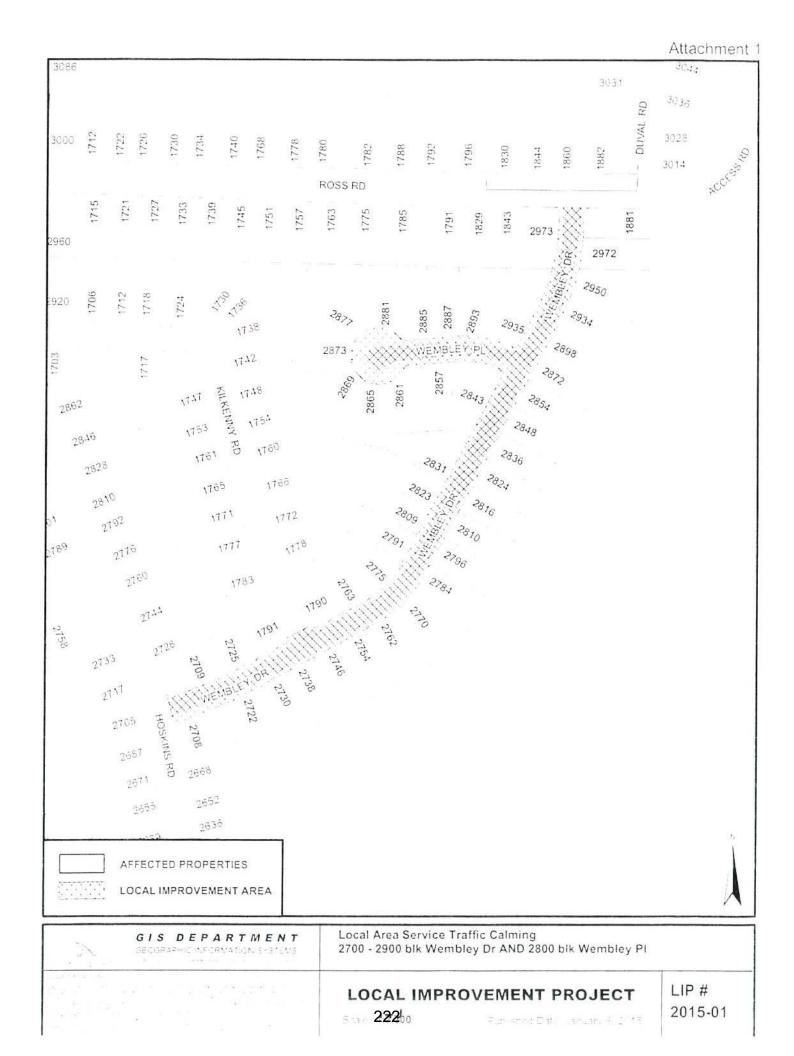
Mayor

Municipal Clerk

Certified a true copy

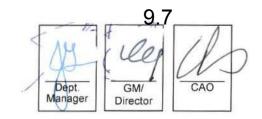
Attachment 1 to Bylaw 8125

Local Service Area



Regular MeetingWorkshop (open to public)

NFOR	MATION		
Date:	July	6.005	
Date:	1		



The District of North Vancouver REPORT TO COUNCIL

June 16, 2015 File: 11.5245.01/000.000

AUTHOR: Linda Brick, Deputy Municipal Clerk

SUBJECT: Bylaw 8133 to Amend Street and Traffic Bylaw 7125 and Bylaw 8134 to Amend Fees and Charges Bylaw 6481

RECOMMENDATION:

THAT "The District of North Vancouver Street and Traffic Bylaw 7125, 2004, Amendment Bylaw 8133, 2015 (Amendment 14)" is ADOPTED.

THAT "The District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8134, 2015 (Amendment 46)" is ADOPTED.

REASON FOR REPORT:

Bylaws 8133 and 8134 received First, Second and Third Readings on June 15, 2015.

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 Street and Traffic Bylaw 7125, 2004, Amendment Bylaw 8133, 2015 (Amendment 14)
- District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8134, 2015 (Amendment 46)
- Staff Report dated June 2, 2015

SUBJECT: Bylaw 8133 to Amend Street and Traffic Bylaw 7125 and Bylaw 8134 to Amend Fees and Charges Bylaw 6481

June 16, 2015

Page 2

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	Ginance	NS Health
Engineering Operations	Fire Services	RCMP
Parks		Recreation Com
Environment	Solicitor	Museum & Arch.
Facilities	GIS	Other:
Human Resources		

Bylaw 8133

A bylaw to amend the District of North Vancouver Street and Traffic Bylaw 7125, 2004

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Street and Traffic Bylaw 7125, 2004, Amendment Bylaw 8133, 2015 (Amendment 14)".

2. Amendments

- 2.1 The Street and Traffic Bylaw 7125, 2004 is amended by:
 - (a) Deleting section 704.3 and replacing with the following new section 704.3:

"704.3 construction of works relating to public or private utilities; and"

READ a first time June 15th, 2015

READ a second time June 15th, 2015

READ a third time June 15th, 2015

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Bylaw 8134

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 "The District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8134, 2015 (Amendment 46)".

2. Amendments

- 2.1 Schedule F to the Fees and Charges Bylaw 6481, 1992 is amended by:
 - inserting the words "and construction work relating to public or private utilities" immediately after the words "Activities on Road Allowance due to adjacent Development"; and,
 - (b) inserting the words "any other" immediately before the words "Construction on Road Allowances".

READ a first time June 15th, 2015

READ a second time June 15th, 2015

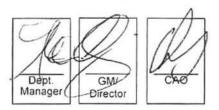
READ a third time June 15th, 2015

ADOPTED

Mayor

Municipal Clerk

Certified a true copy



The District of North Vancouver REPORT TO COUNCIL

June 2, 2015 File: 11.5245.01/000.000

AUTHOR: Steven T. Ono, P.Eng., Manager, Engineering Services/Deputy GM

SUBJECT: Bylaw 8133 to amend Street and Traffic Bylaw 7125, and Bylaw 8134 to amend Fees and Charges Bylaw 6481.

RECOMMENDATION:

- That bylaw 8133, a bylaw to amend the District of North Vancouver Street and Traffic bylaw 7125, 2004 be given 1st, 2nd, and 3rd readings..
- That bylaw 8134, a bylaw to amend the District of North Vancouver Fees and Charges Bylaw 6481, 1992 be given 1st, 2nd, and 3rd readings.

REASON FOR REPORT:

The recommended bylaw amendments are needed to align the provisions of the Street and Traffic Bylaw and the Fees and Charges Bylaw with the District's goals for managing the use of the public right of way effectively. The amendments clarify that the fee for occupying the road allowance applies broadly to construction activities in the road allowance, and not just due to construction activity associated with adjacent development.

SUMMARY:

This report recommends bylaw amendments to strengthen the District's ability to manage the use of public right-of-ways by revising language that implies the fee for Activities on Road Allowance are limited only to Activity caused by adjacent development..

As the amount of development and infrastructure renewal increases across the District, the potential for traffic disruptions as a result of works associated with construction also increases. The District uses Highway Use Permits to regulate the use of the road allowance for a variety of activities related to construction. The recommended amendments to the bylaws will align them with the District's objectives to manage the use of the right of way effectively.

BACKGROUND:

Since the adoption of the Official Community Plan in 2011, there has been an increase in the number of multi-family and mixed-use developments in the District. In addition to increased

SUBJECT:	Bylaw 8133 to amend Street and Traffic Bylaw 7125, and Bylaw 8134	to
	amend Fees and Charges Bylaw 6481.	

June 2, 2015

development activity, there are several major infrastructure projects underway and coming to the District that are expected to have impacts on the travelling public. In July of 2014, Council initiated the Construction Traffic Management Program to minimize the effects of construction on traffic flow as the District undergoes this period of renewal. The recommendations presented in this report supports the District's ability to manage the use of the public right-of-way effectively by clarifying that the fee for Activities on Road Allowance apply more broadly than just Activity related to adjacent development.

EXISTING POLICY:

Section 704.3 of Street and Traffic Bylaw 7125, 2004 currently implies Highway Use Permits are only applicable to "construction of works by District crews or private contractors relating to private utilities". The proposed revision broadens Section 704.3 to apply to all construction work relating to public or private utilities as follows:

- (a) Deleting section 704.3 and replacing with the following new section 704.3:
 - "704.3 construction of works relating to public or private utilities; and"

Schedule F to the Fees and Charges Bylaw 6481, 1992 currently implies the Highway Use Permit fee is only for activities on road allowance due to adjacent development. The proposed amendment clarifies that this fee is more broadly applicable as follows:

- inserting the words "and construction work relating to public or private utilities" immediately after the words "Activities on Road Allowance due to adjacent Development"; and,
- (b) inserting the words "any other" immediately before the words "Construction on Road Allowances".

ANALYSIS:

Amendment of the Street and Traffic Bylaw and the Fees and Charges Bylaw as recommended will align the fee for Activities on Road Allowance with the District's intent to broadly manage disruptive construction activity on road allowance beyond only construction activity related to adjacent development.

Concurrence:

The proposed amendments were drafted in consultation with the legal team in Administrative Services.

Financial Impacts:

In addition to improving management of construction activity in road allowance, these bylaw amendments may capture some additional revenue for disruptive activity on road allowance

SUBJECT: Bylaw 8133 to amend Street and Traffic Bylaw 7125, and Bylaw 8134 to amend Fees and Charges Bylaw 6481.

June 2, 2015

that is caused by public and private utility construction that is not related to adjacent development.

Liability/Risk:

By bringing the bylaws in line with the District's objectives, the amendment will reduce the risks associated with managing the use of the District's right-of-ways.

Conclusion:

Approval of these bylaw amendments will provide staff with better tools to manage the traffic impacts of construction activities.

Options:

Option 1: That the proposed bylaw amendments are approved by Council Option 2: Continue to apply existing penalties and road allowance occupancy fee with limited success in achieving compliance.

Respectfully submitted,

Steven T. Ono, P.Eng. Manager, Engineering Services/Deputy GM

Attachments:

- Bylaw 8133, a bylaw to amend the District of North Vancouver Street and Traffic bylaw 7125, 2004
- Bylaw 8134, a bylaw to amend the District of North Vancouver Fees and Charges Bylaw 6481, 1992

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	G Finance	S Health
Engineering Operations	Gire Services	RCMP
Parks & Environment		Recreation Com
G Facilities	Solicitor	Gamma Museum & Arch.
Human resources		Other:

Bylaw 8133

A bylaw to amend the District of North Vancouver Street and Traffic Bylaw 7125, 2004

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Street and Traffic Bylaw 7125, 2004, Amendment Bylaw 8133, 2015 (Amendment 14)".

2. Amendments

- 2.1 The Street and Traffic Bylaw 7125, 2004 is amended by:
 - (a) Deleting section 704.3 and replacing with the following new section 704.3:

"704.3 construction of works relating to public or private utilities; and"

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Bylaw 8134

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 "The District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8134, 2015 (Amendment 46)".

2. Amendments

- 2.1 Schedule F to the Fees and Charges Bylaw 6481, 1992 is amended by:
 - (a) inserting the words "and construction work relating to public or private utilities" immediately after the words "Activities on Road Allowance due to adjacent Development"; and,
 - (b) inserting the words "any other" immediately before the words "Construction on Road Allowances".

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

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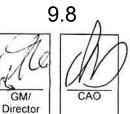
AGENDA INFORMATION

Date:

Regular MeetingWorkshop (open to public)

Date: July 6, 2015





The District of North Vancouver REPORT TO COUNCIL

June 17, 2015 File: 5810-01

AUTHOR: Susan Rogers , Manager of Parks

SUBJECT: Cates Park / Whey-ah-Wichen Canoe Festival July 10, 11 & 12

RECOMMENDATION:

THAT the Parks Control Bylaw # 2733 be relaxed to permit overnight camping in Cates Park Wheyah-Wichen for the Tsleil Waututh Nation Canoe Festival on July 10th, 11th and 12th, 2015

REASON FOR REPORT:

The Tsleil Waututh Nation Canoe Club has approached the Cates Park / Whey-ah-Wichen Co-Management Committee and the Parks Events Office to ask for support to host a Canoe Race Event at Cates Park / Whey-ah-Wichen on July 10th, 11th and 12th. and to allow for overnight camping of the visiting First Nations canoe race teams. This would require Council to relax the Parks Control Bylaw because the park closes at night, 10 pm – 6 am, and overnight camping is not allowed under the present Parks Bylaw.

SUMMARY:

The Tsleil Waututh Canoe Race event has had a long, rich cultural history in Cates Park Whey-ah-Wichen. The Canoe Race event will be the 6th consecutive year (in recent history) that the Tsleil Waututh Nation has hosted Canoe Races at Cates Park / Whey-ah-Wichen. The Parks Event Office and Cates Park / Whey-ah-Wichen Co-Management Committee supports this event. The previous events have all been very well organized and successful with no reported incidents. The costs for the travelling canoe race teams have been kept low by allowing overnight camping within the park. The local Peace Keepers and Tsleil Waututh Canoe Club Event Organizers will close and watch over the park at night during the event weekend.

BACKGROUND:

The Tsleil Waututh Nation has hosted an annual Canoe Race event in Cates Park / Whey-ah-Wichen for many years now and it is normally held on a weekend in July each year. First Nations Canoe Race Teams from around the Lower Mainland and Vancouver Island have come to race their ocean canoes and camped overnight in the park. The Canoe Race event has been one of our more successful and popular Community Events. It is jointly organized by the Canoe Club and our Recreation Commission Parks Events office. Roughly 500 people will gather in the park to participate in the canoe races.

EXISTING POLICY:

12-5900-02 Community Events in Parks and Public Open Spaces.

ANALYSIS:

The Tsleil Waututh Canoe Club is encouraging their Nation's youth to stay involved in canoe racing and wish to continue their traditional July weekend cultural canoe race event. The previous Tsleil Waututh Canoe Race Events were all very well run and enjoyed by the public as well as the First Nations participants. The Cates Park / Whey-ah-Wichen Co-management Committee and the Parks Events Office are excited to have the event return to Cates Park / Whey-ah-Wichen. Several First Nation canoe race teams will travel from around the Lower Mainland and Vancouver Island to the event. The Tsleil Waututh Nation will welcome the race teams to their traditional lands and be their hosts for the weekend. The previous canoe races also included overnight camping in the park and this helped keep the costs low for travelling teams. There have not been any incidents or issues in the previous canoe race events. The canoe races are held just off the shoreline in Cates Park / Whey-ah-Wichen from the swimming area up to the point of Little Cates. The races can be viewed from the Concession, Malcolm Lowry Trail and the eastern shoreline of the park. The event is free for anyone who wishes to watch and there are ceremonies, prizes and trophies for the winning teams. The local Peace Keepers and Tsleil Waututh Canoe Club Event Organizers will watch over the park at night during the event weekend.

Timing/Approval Process:

The Parks Bylaw needs to be relaxed by Council before the Canoe Race Event: July 10th -12th, 2015.

Social Policy Implications:

The Cates Park / Whey-ah Wichen Protocol Agreement encourages and supports the Tsleil Waututh Canoe Race Event in regards to First Nation cultural activities within the park.

Conclusion:

The Tsleil Waututh Nation Canoe Club Race Event is a wonderful First Nation athletic event that follows a long tradition of canoe races in Cates Park / Whey-ah-Wichen and is fully supported by Parks staff.

Susan Rogers

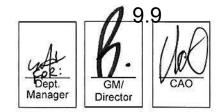
Manager, Parks

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

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Regular MeetingWorkshop (open to public)

N Date: JULY 6, 2015 Date:



The District of North Vancouver REPORT TO COUNCIL

June 26, 2015 File: 08.3060.20/048.14

AUTHORS: Linda Brick, Deputy Municipal Clerk and Casey Peters, Planner

SUBJECT: Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application

RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27th St.)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27th St.)" is given SECOND and THIRD Readings.

REASON FOR REPORT:

Bylaws 8101, 8102 and 8112 received First Reading on April 20, 2015. A Public Hearing for Bylaw 8101 was held and closed on June 16, 2015.

At the Public Hearing Council directed staff to report to Council prior to consideration of Second Reading with responses to the Public Hearing comments submitted by Mr. Don Peters. Council further requested that the issue of affordability be included in the report.

Several residents spoke at the Public Hearing regarding the loss of affordable rental units. Staff have discussed several options with Polygon Development 251 Ltd as outlined below.

Polygon has proposed an improved Tenant Compensation and Relocation package as follows:

1. Polygon will provide a minimum of 6 months' notice to vacate after the Zoning is adopted and a demolition permit issued. No tenants will be required to vacate prior to June 30, 2016 allowing school aged children to complete their school year.

SUBJECT: Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application

June 26, 2015

2. All residents who have been tenants at Mountain Court prior to July 1, 2014 are eligible for the following Tenant Compensation/ Relocation program (as presented at the Public Hearing):

- One months' free rent as required by the Residential Tenancy Act;
- · One additional months' rent provided by Polygon;
- A residency bonus equal to:
 - \$20 per month for years 1-5;
 - \$30 per month for years 6-10; and
 - \$40 per month for greater than 10 years.

3. Residents may vacate their units up to 3 months prior to the end of the notice period and still be eligible for the compensation package.

4. Polygon will provide a relocation liaison person (available 3 days a week after notice has been given) to assist Mountain Court residents with locating alternative accommodation in the area. Polygon has provided letters from the adjacent rental properties (Mountain Village and Evergreen House) to ensure Mountain Court residents have notice of any available rentals in these developments.

5. Polygon will provide Mountain Court residents the first right to rent units in the new rental building, based on their seniority at Mountain Court.

6. A purchase discount of \$5000 will be provided to residents of Mountain Court if they choose to purchase strata units in the new development.

This revised Tenant Compensation and Relocation package will be appropriately secured in advance of any consideration of Rezoning Bylaw adoption.

Other affordable housing options (such as a rental subsidy program or a contribution to the District's Affordable Housing Fund) were reviewed with the applicant, but would require additional height in the development. The Bylaw Introduction Report and Public Hearing presentation referenced the development as complying with Lynn Valley Flexible Planning Framework which envisions this site for five storey buildings. An amended proposal for more height would be contrary to that framework, and any revised design with buildings exceeding five storeys would require new bylaws and a new Public Hearing.

SUBJECT: Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application

June 26, 2015

At the Public Hearing on June 16, 2015 Mr. Don Peters presented several suggestions for Council consideration to include an affordability component in this and future projects:

- That 15% of the 75 rental units (10-12 units) be required to have rents set at no more than 20% above current rents. This proposal would include an income eligibility requirement and the reduced rents could apply for 3 years;
- That the District grant the owners of the reduced rent units property tax relief commensurate with the rent differential (for the same 3 year period);
- That the District direct 30% of the Community Amenity Contribution towards addressing affordability; and
- That the District define a number of the rental units where rent is geared to the median District income.

While the suggestions do not assist existing tenants at Mountain Court, they are worth exploring for the "Green Paper" on housing affordability options requested by Council at its meeting of June 15, 2015. Staff will review these items and report to Council at a later date.

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

Options:

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

Casey Peters

Community Planner

Respectfully submitted,

Vinda Buch

Linda Brick Deputy Municipal Clerk

Attachments:

- A. District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)
- B. Housing Agreement Bylaw 8102, 2014 (1200 Block East 27th St.)
- C. Housing Agreement Bylaw 8112, 2015 (1200 Block East 27th St.)
- D. Public Hearing Minutes June 16, 2015
- E. Staff Report dated April 2, 2015

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	G Finance	NS Health
Engineering Operations	Fire Services	
D Parks		Recreation Com.
Environment	Solicitor	Museum & Arch.
Gamma Facilities	GIS	Other:
Human Resources		

Bylaw 8101

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 1324 (Bylaw 8101)".

2. Amendments

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

- A. Part 2A, Definitions is amended by adding CD 86 to the list of zones that Part 2A applies to.
- B. Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 86 CD 86"

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

"4B86 Comprehensive Development Zone 86 CD 86

The CD 86 zone is applied to:

1241 - 1289 East 27th Street

Lot 2 Block W District Lot 2022 Plan 12740 (008-804-311); and Lot 4 Block W District Lot 2022 Plan 13960 (007-986-882).

4B 86 - 1 Intent

The purpose of the CD 86 Zone is to permit a low rise residential development consisting of 4 residential buildings.

4B 86 - 2 Permitted Uses

The following principal uses shall be permitted in the CD 86 Zone:

a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

Residential use

4B 86 - 3 Conditions of Use

- a) **Residential**: Residential uses are only permitted when the following condition is are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space.

4B 86 – 4 Accessory Use

- a) Accessory uses customarily ancillary to the principal uses are permitted;
- b) Home occupations are permitted in residential dwelling units.

4B 86 – 5 Density

- a) The maximum permitted density is of 34,745 m² (374,000 sq. ft.) *gross floor area* and 330 units cumulatively across the entire site, inclusive of any density bonus for energy performance.
- b) For the purpose of calculating gross floor area the following are exempted:
 - i) Any areas completely below finished grade;
 - ii) Amenity Space to a maximum of 150m² per building;
 - iii) Bicycle storage areas to a maximum of 100m² per building and 400m² in total in the zone;
 - iv) The area of balconies and covered patios but not enclosed patios and balconies which are not permitted.

<u> 4B 86 – 6 Height</u>

- a) The maximum permitted height for each building is 18.3 m (60.0 ft).
- b) For the purpose of measuring building height, the rules set out in the definition of height in Part 2 of this Bylaw apply except that height is measured to finished grade, and no one section of any building may have more than 5 floors of residential space.

4B 86 – 7 Setbacks

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

Setback	Minimum Required Setback
North / East 27 th Street	5.0 m (16.4 feet)
Library Lane	4.0 m (13.1 feet)
East (For buildings where the eastern setback is in the rear)	4.0 m (13.1 feet)
South / Mountain Gate	4.0 m (13.1 feet)
West (For buildings where the western setback is in the rear)	6.0 m (19.7 feet)

- b) For the purpose of measuring setbacks, measurements exclude:
 - i) Partially exposed underground parkades; and
 - ii) Balconies, canopies and awnings.

4B 86 – 8 Coverage

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

4B 86 – 9 Landscaping and Storm Water Management

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

4B 86 – 10 Parking, Loading and Servicing Regulations

a) Parking and loading are required as follows:

Use	Parking Requirement
Residential dwelling unit	1.4 spaces per unit
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	1.0 spaces per unit
Residential visitor parking	0.1 spaces per unit

- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
- c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."
- D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.
- E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

READ a first time April 20th, 2015

PUBLIC HEARING held June 16th, 2015

READ a second time

READ a third time

ADOPTED

Mayor

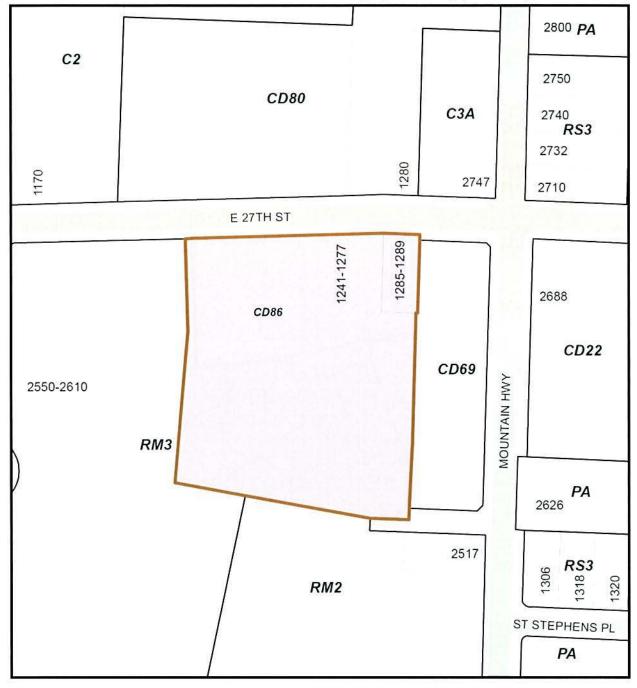
Municipal Clerk

Certified a true copy

Schedule A to Bylaw 8101

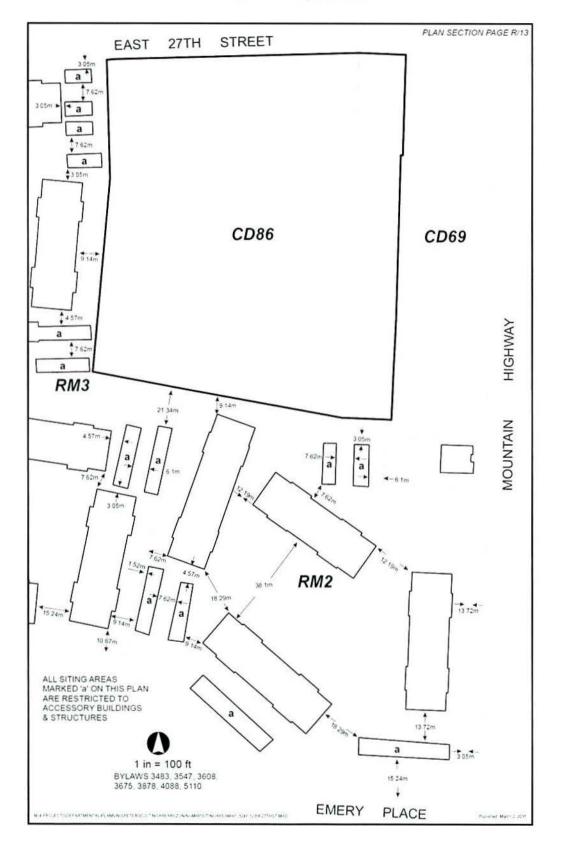






MULTIPLE-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 86 (CD86)

Schedule B to Bylaw 8101



Bylaw 8102

A bylaw to enter into a Housing Agreement (1241-1289 East 27th Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27th St.)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) No PID, Lot 1, Block W, District Lot 2022, and
- b) No PID, Lot 2, Block W, District Lot 2022.

both shown outlined in bold on the plan attached hereto as Schedule "A".

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 April 20th, 2015

READ a second time

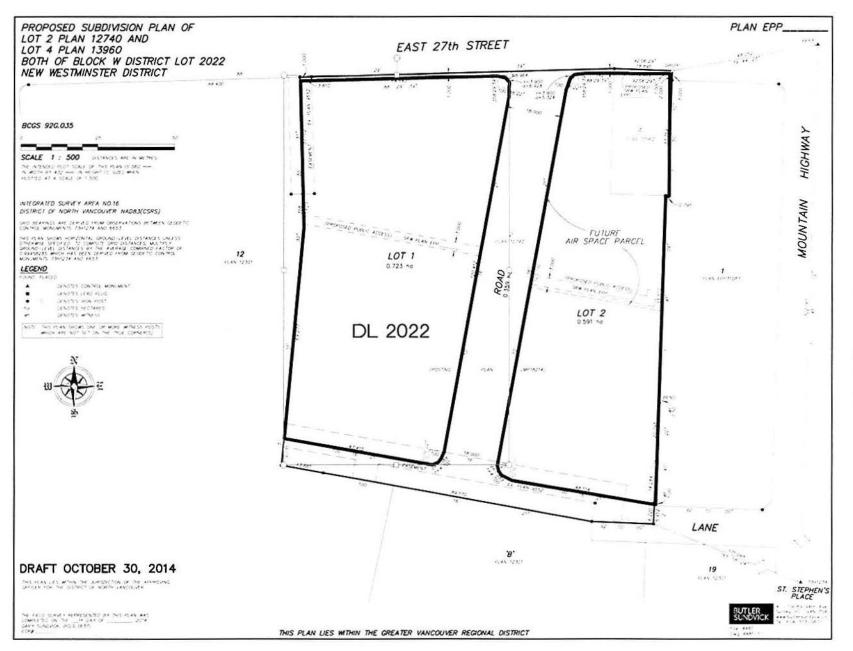
READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy



Schedule B to Bylaw 8102

SECTION 219 COVENANT - HOUSING AGREEMENT (Rental Protection)

THIS COVENANT dated for reference the ____ day of _____, 2015, is

BETWEEN:

POLYGON DEVELOPMENT 251 LTD a corporation incorporated under the laws of the Province of British Columbia with an office at 900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(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")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

- 1. <u>USE</u>
 - (a) The Land must not be used or developed except in strict accordance with this Agreement.

2. **DEFINITIONS**

- "Director" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "Owner" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "Proposed Development" means the proposed development to be constructed on the Land;
- (d) "Unit" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Unit in any building in the Proposed Development.

3. **<u>RENTAL ACCOMODATION</u>**

- (a) No Unit in a building in the Proposed Development may be occupied unless the Owner has:
 - (i) 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 pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "Form J") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
 - (ii) given a copy of the Form J 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. For the purposes of this paragraph 3(a)(ii), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- (b) The Units constructed on the Land 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.
- (c) This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.

- (d) 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.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) 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 Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) 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.

4. GENERAL PROVISIONS

- (a) The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- (b) The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- (c) This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- (d) Forthwith after registration of a strata plan (the "Strata Plan") under the Strata Property Act (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "Strata Lots"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "A". If the Owner fails to comply with this section 4(d), then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- (e) The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.

- (f) For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- (g) The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.
- (h) The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- (i) The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- (j) This Agreement does not:
 - affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (ii) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (iii) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- (k) Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.

- (1) The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- (m) Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the Land Title Act in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- (n) The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- (o) An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- (p) If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- (q) This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- (r) By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- (s) This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- (t) The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- (u) Time is of the essence of this Agreement.
- (v) Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.

(w) This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

Schedule "A"

Assumption Agreement

- END OF DOCUMENT -

Bylaw 8112

A bylaw to enter into a Housing Agreement (1241-1289 East 27th Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27th St.)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

a) No PID, Lot 2, Block W, District Lot 2022, shown outlined in bold on the plan attached hereto as Schedule "A".

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 April 20th, 2015

READ a second time

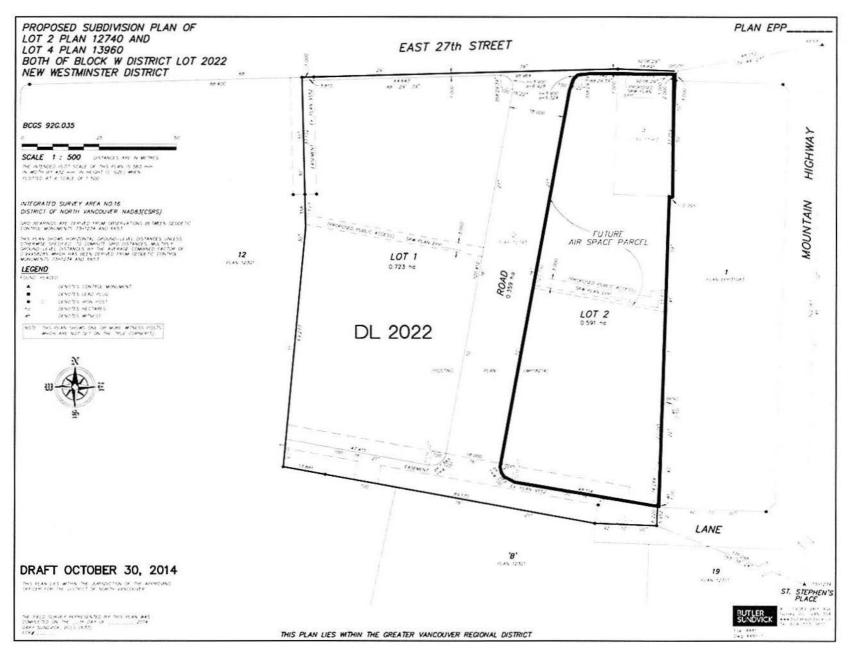
READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy



Schedule B to Bylaw 8112

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference , 2015

BETWEEN:

POLYGON DEVELOPMENT 251 LTD. (Incorporation No. 816035) a corporation incorporated under the laws of the Province of British Columbia with an office at 900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(the "Owner")

AND:

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

(the "District")

WHEREAS:

- A. The Owner is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement ("Lot 2");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on Lot 2; and
- D. The Owner and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, Lot 2 on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Owner and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

- 1. **Definitions** In this Agreement and the recitals hereto:
 - "Development Covenant" means the covenant under section 219 of the Land Title Act dated for reference ______, 2015 granted by the Owner to the District and registered at the LTO against Lot 2 under number CA _____;
 - (b) "Dwelling Unit" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
 - (c) *"LTO*" means the Lower Mainland Land Title Office and any successor of that office.
 - (d) "Lot 2" has the meaning given to it in Recital A hereto;
 - (e) *"Master Development Plan"* has the meaning given to it in the Development Covenant;
 - (f) *"Rental Building"* means a ______ storey apartment building containing the Rental Dwelling Units, which said building is to be constructed on the Rental Building Parcel generally as shown on the Master Development Plan;
 - (g) *"Rental Building Parcel"* means that part of Lot 2 shown on the sketch plan attached hereto as Schedule "A";
 - (h) *"Rental Dwelling Units"* means at least 75 Dwelling Units in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
 - "Subdivided" means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the Land Title Act, lease, or deposit of a strata plan or bare land strata plan under the Strata Property Act (including deposit of any phase of a phased bare land strata plan);
 - (j) "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw 8101 (No. 1324, 2015); and
 - (k) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
- Required Minimum Number of Market Rental Dwelling Units Any development on Lot 2 must contain not less than 75 market rental Dwelling Units (the "Rental Dwelling Units").
- 3. Rental Building The Rental Building must contain at least 75 Rental Dwelling Units.
- 4. **Subdivision Restriction** Lot 2 may be subdivided, including by way of an air space subdivision, to create the Rental Building Parcel and a remainder parcel provided that

said subdivision complies with the Zoning Bylaw, all conditions and requirements imposed by the Approving Officer, and the terms and conditions set out in the Development Covenant, but the Rental Building Parcel, once created, and any improvements from time to time thereon (including without limitation the Rental Building) may not be further Subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

- 5. **Rental Housing** The Rental Dwelling Units and the Rental Building may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
- 6. **Rental Building Occupancy Restriction** No Dwelling Unit in the Rental Building may be occupied except pursuant to a residential tenancy agreement that complies with section 5.

7. Damages and Rent Charge

- (a) The Owner acknowledges that the District requires rental housing for the benefit of the community. The Owner therefore agrees that for each day Lot 2 is occupied in breach of this Agreement, the Owner must pay the District \$100.00 (the "Daily Amount"), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in section 7(a).
- (c) The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which the District has provided notice to the Owner and/or the Rental Building Mortgage mortgagee that any amount due under section 7(a) is due and payable to the District in accordance with section 7(a) and the District agrees that the Owner and/or the Rental Building Mortgage mortgagee may cure an Owner default.
- (d) The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
- 8. **Specific Performance** The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is

entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of Lot 2 in accordance with this Agreement.

- 9. Notice of Housing Agreement For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 905 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to Lot 2; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 905 of the *Local Government Act*, binds all persons who acquire an interest in Lot 2 in perpetuity.
- 10. Compliance with Laws The Owner will at times ensure that Lot 2 is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
- 11. **Cost** The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner to the District in respect of the development of Lot 2 contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
- Partial Discharge Subject to section 13, at the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner a discharge (the "Discharge") in registrable form discharging this Agreement from all of Lot 4 other than the Rental Building Parcel.
- 13. Limitation on Discharge The District will be under no obligation to provide the Discharge unless the construction of the Rental Building and the Rental Dwelling Units has completed, the Rental Building Parcel has been created, and the District is satisfied that the Owner has met all of its obligations under sections 2, 3 and 4 of this Agreement in respect of the construction of the Rental Building and the Rental Dwelling Units, and the creation of the Rental Building Parcel.
- 14. Interpretation In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (g) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a "party" is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (k) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (l) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (m) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
- 15. **Certificate as to Compliance** The District will, on not less than 30 days prior written request, provide a statement in writing certifying whether to the best knowledge of the maker of the statement, the Owner is not in default under the provisions of the Housing Agreement, or, if in default, the particulars.

- 16. **Notice of Mortgage** The Owner or a mortgagee that registers a mortgage against title to the Rental Building Parcel may provide notice to the District of the mortgage (the "Rental Building Mortgage").
- 17. **Notice of Breach or Default -** If the District considers the Owner to be in default under this Agreement, the District will provide notice of the default to:
 - (a) the Owner; and
 - (b) any Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage.

Under no circumstance will the District be liable in damages to anyone for failure to give notice under this section.

- 18. Notice Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
 - (a) to the District at:

355 West Queens Street North Vancouver, BC V7N 4N5

Attention: Director, Planning Permits and Bylaws

(b) to the Owner at:

Polygon Development 251 Ltd. 900 – 1333 West Broadway, Vancouver, BC V6H 4C2 Attention: Vice President Development

(c) to the Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage:

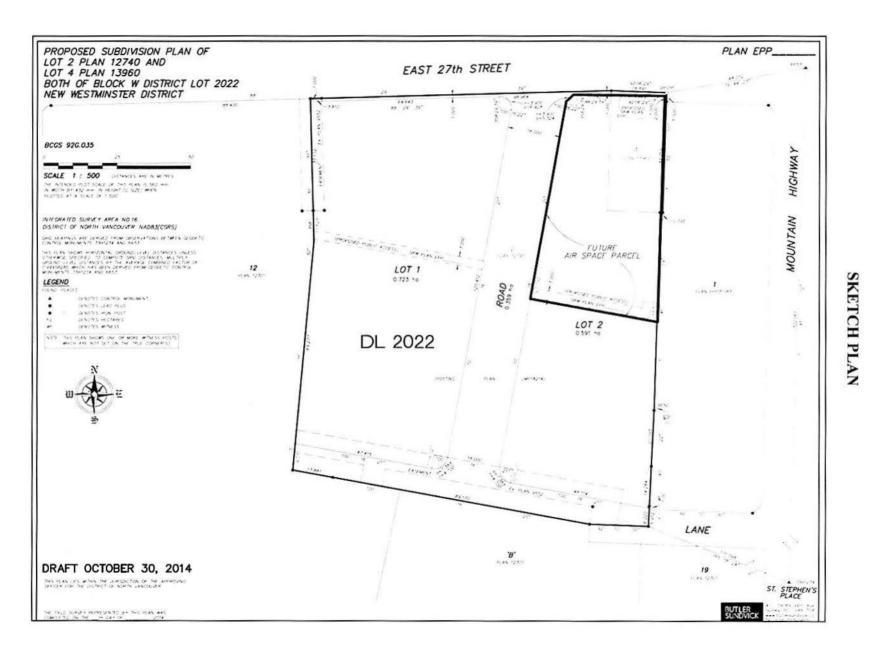
to the address shown on the mortgage

Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

- 19. No Waiver No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
- Rights are Cumulative All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
- 21. **Third Party Beneficiaries** Except as may be expressly provided in this Agreement, this Agreement is not be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
- 22. No Effect on Laws or Powers This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of Lot 2;
 - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of Lot 2; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of Lot 2.
- 23. **Binding Effect** This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
- 24. **Covenant Runs With Lot 2** Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens Lot 2 to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which Lot 2 is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
- 25. **Voluntary Agreement** The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of Lot 2.

- 26. Agreement for Benefit of District Only The Owner and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 27. **Limitation on Owner's Obligations** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
- 28. **Further Acts** The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 29. Joint Obligations of Owner If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
- 30. **Severance** If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
- 31. **No Joint Ventureship** Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
- 32. Amendment This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
- 33. **Deed and Contract** By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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



Schedule A to Housing Agreement

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		ATTACHMENT_D	Λ
AGENDA INFORMATION			
Regular Meeting	Date: April 20 2015		
Workshop (open to public)	Date:	Dept. GM/ Manager Director	CAO

The District of North Vancouver REPORT TO COUNCIL

April 2, 2015 File:3060-20-48.14

AUTHOR: Casey Peters and Tamsin Guppy, Community Planning

SUBJECT: 1241-1289 EAST 27TH STREET – MOUNTAIN COURT REZONING APPLICATION, BYLAWS 8101, 8102 AND 8112

RECOMMENDATION:

It is recommended that:

- Bylaw 8101, which rezones the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to enable the development of four residential apartment buildings, be given FIRST Reading;
- 2. Bylaw 8102, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading;
- 3. **Bylaw 8112**, which authorizes a Housing Agreement to secure a 75 unit rental building in perpetuity on the subject property, be given FIRST Reading;
- 4. Bylaw 8101 be referred to a Public Hearing.

SUMMARY:

Polygon has applied to rezone the Mountain Court multifamily complex to permit the development of four new apartment buildings. Three buildings will be strata condominiums and one is rental. The development is planned to be phased over the next 5 years.

The proposal is for 5 storey low rise buildings similar to the Branches and



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Canyon Springs (under construction) developments in this neighbourhood.

Phase one includes two buildings on the eastern portion of the site, a 75 unit rental building at East 27th Street and Library Lane, and a 68 unit strata building immediately to the south.

The proposal is in keeping with the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework, as the proposal matches the envisioned building form and proposes an overall density of 1.82 FSR which is significantly below the 2.5 limit in the Official Community Plan.

EXISTING POLICY:

Land Use

The subject properties are designated as *Residential Level 6: Medium Density Apartment* in the District Official Community Plan (OCP) with a corresponding density of up to 2.5 FSR.

Lynn Valley Town Centre Flexible Planning Framework designates this area for 5 storey low rise development.

OCP Housing Policy

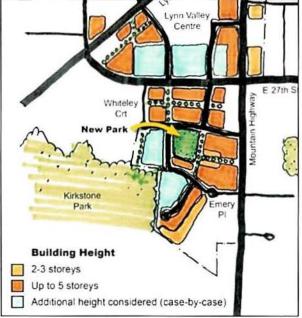
Section 7.1 encourages a wide range of multifamily housing forms and sizes including units suitable for families and smaller apartment units.

Section 7.2 encourages rental replacement through redevelopment.

Development Permit Areas

The subject site is in the Form and Character (Design) DP Area and the Energy and Water Conservation and Greenhouse Gas Emission Reductions DP Area.

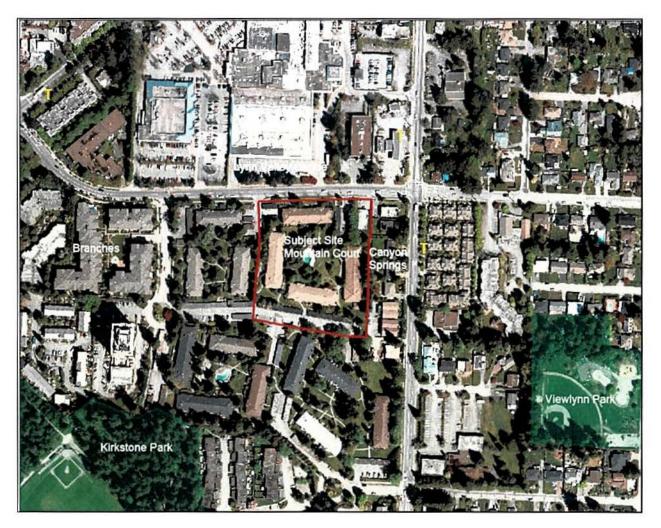
Strata Rental Protection Policy



Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units.

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THE PROPOSAL:



1. The Site and Surrounding Area

The site is located on East 27th Street, immediately south of Lynn Valley Centre. The property is approximately 4.13 acres (16,728 m²). The site currently includes the Mountain Court complex which consists of 4 multi-family buildings and the adjacent triplex site immediately to the east.

The site is within easy walking distance of the adjacent shopping centre, Viewlynn Park and playground, Kirkstone Park and Karen Magnussen Community Centre.

Transit service is nearby with bus stops at on Mountain Highway and Lynn Valley Road (see yellow Ts for transit on above map). In the future transit service will also run along East 27th Street immediately adjacent to the site.

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2. The Proposal

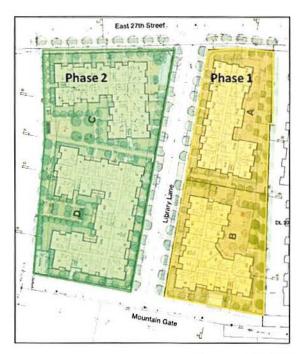


Conceptual view, west along East 27th Street, at Library Lane.

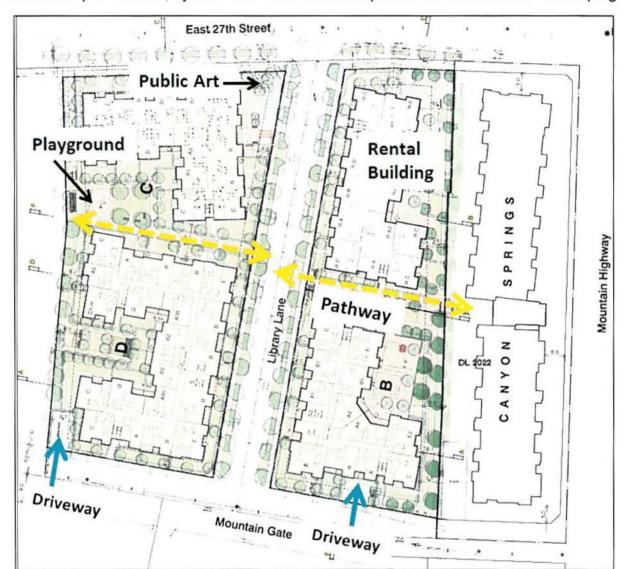
The proposal is for a phased development consisting of 4 low rise residential buildings constructed in two phases over approximately 5 years. Phase one (shown in yellow on the right) includes two buildings on the east side of the site, a 75 unit rental building and a 68 unit strata building. Phase two (shown in green) is on the west side of Library Lane and will include 178 units. In total, the proposal is for 321 units in 4 buildings.

3. Site Design and Layout

The proposal follows the Lynn Valley Town Centre Flexible Planning Framework, and the more detailed Lynn Valley Town Centre Public Realm and Design Guidelines discussion to improve



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circulation for pedestrians, cyclists and vehicles in this part of the town centre. In keeping

with the Guidelines and public input, the project will widen East 27th, construct Library Lane (north-south) and Mountain Gate (east-west) streets, and provide a new east-west pedestrian connection (shown in yellow above).

The buildings are oriented to follow the new street layout and provide quiet interior garden courtyards. A play area for the project is proposed in the larger private garden space on the west side of the development site.

There are a mix of units in each building ranging from studio apartments to 3 bedroom units with a range in size from 491 sq ft (45.6m²) to 1,234 sq ft (114.6m²). The project will also include ground floor amenity space for the residents.

The buildings are 5 storeys tall. Floor to ceiling heights are kept standard and consequently building heights measured to roof tops are in the 55-60 ft range, depending roof pitch and feature elements.

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There is a grade change across the site and the applicant has worked to ensure each building steps with the slope, so no one portion of any building is more than 5 storeys in height. This stepping of the building also ensures that there is always living space animating the grade level, and screening the parkade.

Access to the two underground parkades is from Mountain Gate on the south side of the project.



Buildings are designed to work with the topography and step down the slope.



View of Library Lane, looking south-east towards building B at the pedestrian trail.

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4. Rezoning Bylaw

Bylaw 8101 proposes to rezone this site from RM3 to Comprehensive Development Zone 86 (CD 86).

The zone specifies the maximum density as 374,000 square feet, and 330 units which is significantly less than the 450,147 square feet (2.5 FSR) permitted in the Official Community Plan. At this time, the applicant is only proposing 372,072 sq. ft. and 321 units, but Bylaw 8101 has been written to allow a very small degree of flexibility (1,928 sq. ft. and 9 units) to accommodate the potential to reduce the number of 2 bedroom units and increase the number of smaller units, to address potential fluctuations in the market that would also serve to provide a greater variety of housing as the project is built out over the coming 5 years. (Minimum levels of 1 and 3 bedroom units are established through the development covenant as discussed in section 10, Unit Mix below.)

The buildings are limited to 5 storeys in height ensuring that future designs for phase 2 continue to step buildings down the slope.

Building setbacks are established to ensure there is ample room for front patios along all streetscapes, as well as providing larger setbacks to the adjacent residential properties.

As the original development on this site dates back to time when Siting Areas were used instead of Development Permit regulations, Bylaw 8101 also includes an amendment to the Siting Area Plan originally established for this block.

5. Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects that include an increase in residential density. In this case, a proforma was reviewed that demonstrated that the provision of the rental housing and off-site works resulted in no additional amenity contribution.

This project's major benefit to the community is the provision of a 75 unit market rental housing building that will remain rental in perpetuity in keeping with the intent of the housing policy.

While no additional Community Amenity Contribution is required, Polygon is voluntarily providing \$100,000 to go towards public art that will be secured prior to adoption of Bylaw 8101 rezoning the site.



Polygon is proposing a water feature and public art piece at the corner of East 27th Street and Library Lane.

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6. Land Dedication and Off-Site Improvements

The proposal will include dedicating close to an acre of the site (shown in orange on the plan below) for improvements to the pedestrian, cycle and vehicle network, in accordance with the Lynn Valley Transportation Study, including:

 Widening of East 27th to accommodate a new AAA, separated bike lane, in keeping with the input heard in the Lynn Valley Design Guideline The project will be providing a new east-west pedestrian connection.



process and specific comments received at the recent workshop with members of the Transportation Consultation Committee and representatives from the community association;

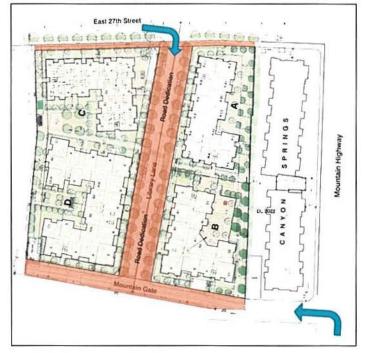
- · Construction of the new Library Lane, north-south street; and
- Expansion west of the new Mountain Gate, east-west Street.

In addition the project will also provide:

- a new east-west pedestrian pathway; and
- Construction of a public art and water feature at the corner of Library Lane and East 27th.

7. Traffic and Parking

The preliminary transportation study prepared by BWW Consulting, demonstrates that in the afternoon rush hour the proposal would generate a total of 215 trips (including in and out trips) and that the traffic would be split between the intersection of Mountain Gate at Mountain Highway, and Library Lane at East 27th Street.



At East 27th Street and Library Lane the busiest traffic movement will be the right hand turns into the site (see blue arrows on plan above), which BWW estimate to be 80 trips during the pm peak, or approximately 1 trip per 45 seconds. At Mountain Gate and Mountain Highway, the busiest movement would be the left hand turn trips, for residents returning home, which they estimate at 50 during the pm peak or just under 1 per minute (1/72 seconds). (There will be a new left hand turn bay on Mountain Highway to facilitate these trips.)

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There will be a marked pedestrian crossing on East 27th Street at Library Lane. And on Library Lane there will be a mid-block crossing next to the pedestrian trail. Library Lane will include on street parking.

The project will be providing more parking than recommended in the parking policy for town centres, as Polygon feels the customers for these specific units will be looking for additional parking spaces. Recognizing that Polygon is expecting to build 514 spaces across the site, but also wanting to provide some flexibility to this phased project, the CD Zone establishes the following minimum parking requirements which are in excess of parking policy, but under the expectations that Polygon currently has for this project:

Use	Parking Requirement	
Residential dwelling unit	1.4 spaces per unit	
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant		
Residential visitor parking	0.1 spaces per unit	
Residential bicycle storage /parking	1 space / unit	

Parking is provided on two levels underground with access to both lots from Mountain Gate on the south side of the site. Parking will be shared for the two buildings on the east side of the site in an eastern parkade, and the two buildings on the west side of the site in a separate western parkade. No underground parking is proposed under the new roads.

8. Construction Management Plan

The map below shows the site in relation to other residential construction projects and potential development projects in the town centre area. Under construction at this time in Lynn Valley is Canyon Springs in the 2600 block Mountain Highway and Mill House / Lynn Valley United Church in the 3200 block of Mountain Highway. Anticipated to start within the timeframe of this project is the Bosa project.

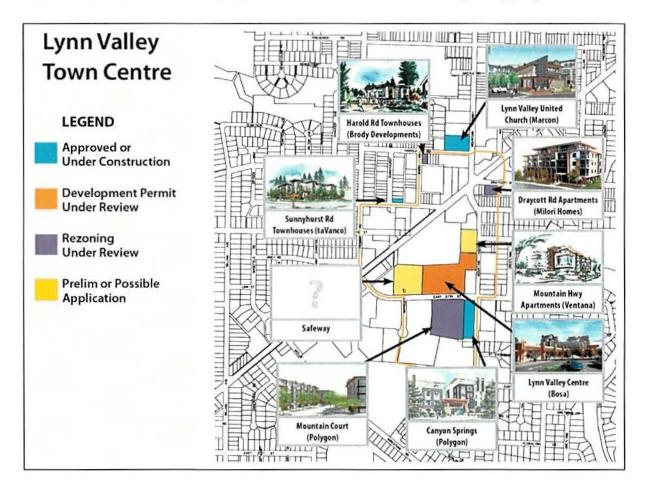
The applicant has submitted a draft Construction Traffic Mitigation Strategy that has been reviewed by the District's Construction Traffic Management Program Coordinator. Due to the phasing of this project, the construction parking and staging for phase 1 can occur on the site. Polygon's proposal includes:

- 1. Use the west side of the site for parking and staging of construction for phase 1;
- Establish a location for truck marshalling which is acceptable to the District and minimizes impacts to neighbours (expected to be internal to the site on Library Lane);
- Limit sidewalk closures on East 27th Street to those necessary for sidewalk upgrades and include measures to reduce any impacts to traffic and pedestrians which may include safety hoarding;
- 4. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
- Provide construction updates on dedicated web site including sequence and schedule of construction activities;

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- 6. Coordinate construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects;
- 7. Provide parking for construction personnel;
- 8. Provide a point of contact for all calls and concerns; and
- 9. Include a communication plan to notify surrounding businesses and residents.

A robust and finalized construction management plan is required to be accepted by the District Engineering department prior to the issuance of any building permit. This is intended to minimize, and where possible avoid, construction impacts on local traffic and transit and the quality of life for nearby residents. This plan must be in place prior to the commencement of any building and demolition works. This plan will need to take into account other construction projects active in the area including utility projects.



9. Advisory Design Panel

The application was considered by the Advisory Design Panel at the preliminary application and again at the detailed application stage on December 11, 2014. The Panel recommended Approval of the project subject to refining the design to the satisfaction of staff.

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As the project moves forward, staff will continue to work with the applicant to:



The proposal includes 21 ground oriented units with individual gateways onto the adjacent streets and paths.

• Ensure that the project continues to meet the intent of the Lynn Valley Town Centre Public Realm and Design Guidelines;

• Ensure that each building within the project has its own identity;

• Ensure that the project meets CPTED principles, particularly in the design of the public pathway; and

• Ensure that each building has a strong street frontage with ground level units relating to the adjacent streets.

10. Housing and Unit Mix

The project is proposing 75 rental units and 246 condominium units with a project wide unit mix that includes:

- 24% studios, and one bedroom units;
- 65% are 2 bedroom units; and
- 11% are 3 bedroom units.

This represents a broader range than the typical development with more small units than have been seen in many recent projects.

The development covenant will require at least 24% of the units are smaller than 2 bedroom units, and that at least 11% are 3 bedroom units or larger. Bylaw 8101 and the development covenant both allow for the developer to increase the number of large and small units to further increase the variety of units found in this development, in keeping with municipal policy directions.

11. Existing Tenant Relocation Support Package

Polygon held four evening meetings with tenants in June 2014. The purpose of these meetings was to introduce the project, walk through the development and approval process and timing and to introduce a tenant package available to all residents who were tenants prior to July 1, 2014. The package will provide:

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- Additional month's rent beyond what is required by Residential Tenancy Act;
- · Residency bonus with value dependant on length of tenure; and
- First right to rent in new building.

As the existing Mountain Court project is a market rental project that was built in 1968, Polygon is both providing a 1:1 rental replacement through the construction of a new rental building, and has also set aside \$375,000 to assist with relocation of the existing tenants.

12. Adaptable Design

In accordance with the Adaptable Housing Policy in effect at the time this application was made, the proposal will include 55% Level 1B units to accommodate aging in place, 40% Level 2 units and 5% level 3 units to accommodate residents with a greater range of physical disabilities.

With the approval of the new Accessible Design Guidelines, this in-stream application will have the choice to work with the new guidelines or meet the old requirements. Staff will continue to work with the applicant to ensure that opportunities for meeting the objectives of the new guidelines are considered.

13. Green Building

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Guidelines and the District's Green Building Strategy this project is proposing to meet Built Green[™] 'Gold'. In particular, this project will be pursuing:

- High glazing performance;
- Hydronic heating;
- · Heat recovery ventilation; and
- · Waste water heat recovery (this system is installed in Canyon Springs).

14. Public Input

The applicant held an early public input meeting at the preliminary application stage and a second facilitated Public Information Meeting on December 10, 2014. The second meeting was attended by approximately 17 residents.

Comments were received on the following topics:

- traffic;
- impacts of construction;
- · the need for ground oriented recreational space;
- the need for pedestrian routes;

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- the need for visitor parking;
- a concern that the 5 storey form was not in keeping with the character of the neighbourhood; and
- A concern that there would be a loss of affordable rental properties.

The application addresses these concerns by:

- Working closely with the transportation section to minimize traffic impacts and the disruption caused by construction.
- The project is providing grade level outdoor space and pedestrian connections;



Branches includes internal grade level open space, similar to that proposed for Mountain Court.

- Visitor parking is proposed in both parkades (and there will be opportunities for on street parking on Library Lane);
- The low rise building form proposed by the applicant is in keeping with Lynn Valley Town Centre Flexible Planning Framework, and very similar to the existing Branches project (shown on the above).
- A 75 unit rental building is proposed.

A copy of the facilitator's report is attached to this report.

15. Implementation

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8101, and Housing Agreement Bylaws, Bylaw 8102 and 8112, as well as issuance of a development permit and registration of the following legal agreements:

- a development covenant;
- a green building covenant;
- a storm water management covenant;
- a right of way for the east-west pedestrian pathway; and
- a lot consolidation plan with the required land dedication.

CONCLUSION:

This project is consistent with the directions established in the OCP and the Flexible Planning Framework for Lynn Valley. It addresses housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

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Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8101, 8102 and 8112 and refer Bylaw 8101 to a Public Hearing (staff recommendation); or
- 2) Refer Bylaws 8101, 8102 and 8112 back to staff.

Casey Peters Community Planner

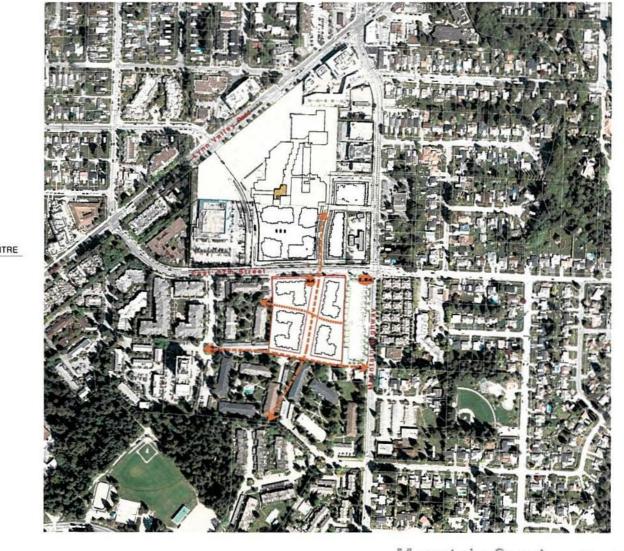
Tamsin Guppy Community Planne

Attachments:

- A Reduced project plans
- B Bylaw 8101 (Zoning Bylaw)
- C Bylaw 8102 (Housing Agreement)
- D Bylaw 8112(Housing Agreement)
- E Public Information Meeting Facilitator's Report

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	General Finance	NS Health
Engineering Operations	Fire Services	RCMP
Parks & Environment		Recreation Com.
G Facilities	Solicitor	Huseum & Arch.
Human resources		Other:

CONTE



EMERGING LYNN VALLEY TOWN CENTRE







Vehicular Circulation



Mountain Court

Pedestrian Circulation

Canyon Springs (under construction)





ATTACHMENT A

SITE PLAN / PRECEDENT







PRECEDENT BUILDING IMAGES





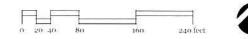
Mountain Highway





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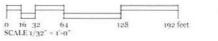
PRECEDENT BUILDING IMAGES





ROAD DEDICATION PLAN





Mountain Court the second provide an April 11 That -

280





BLDG A-COLOUR & MATERIALS



Siding/Panel Colour 1: Elmira White - HC-84

Roof Fascias: Cloverdale Paint Solid Stain - Monteray Gray

Siding/Panel Colour 2: Benjamin Moore Cromwell Gray - HC-103

Siding/Panel Colour 3: Benjamin Moore Georgian Green - HC 115



Balcony Railings: East West Aluminum Abbot Wrought Iron



Cloverdale Paint: Solid Stain - Cedar

Brick: Mutual Materials Smooth Red Varitone



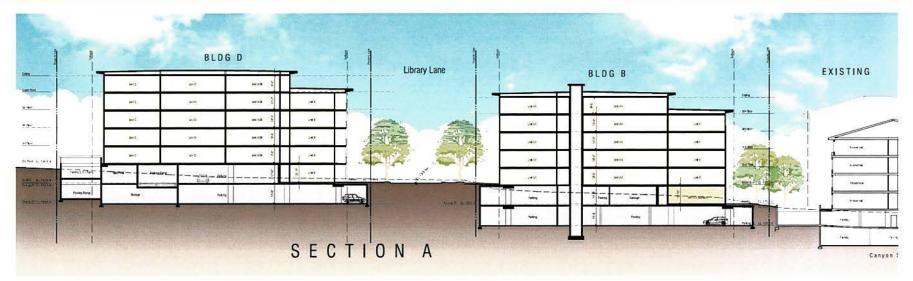
BLDG B-COLOUR & MATERIAS

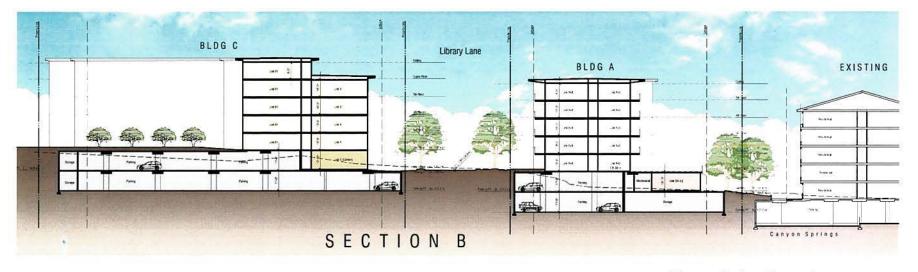






SITE SECTIONS



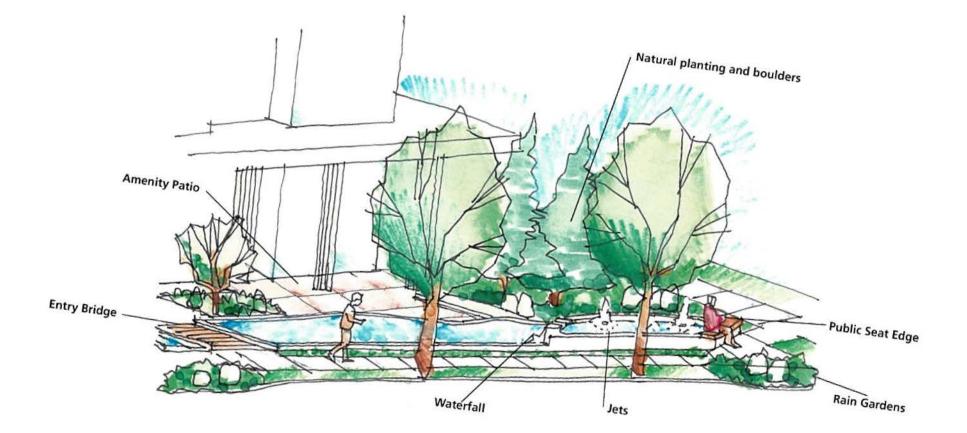




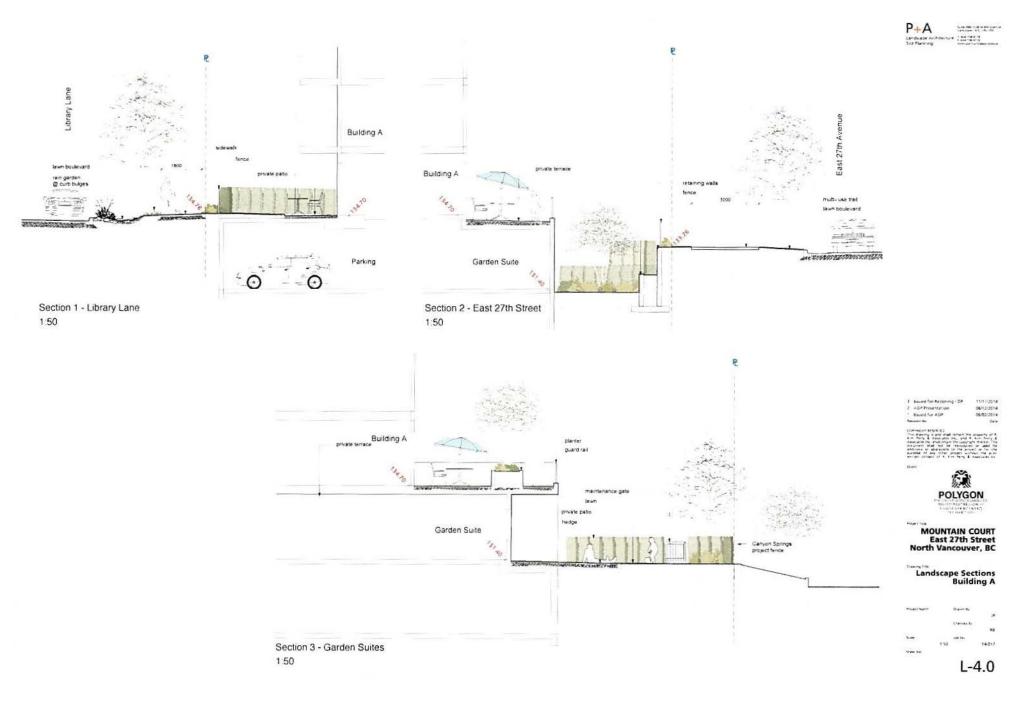
Mountain Court

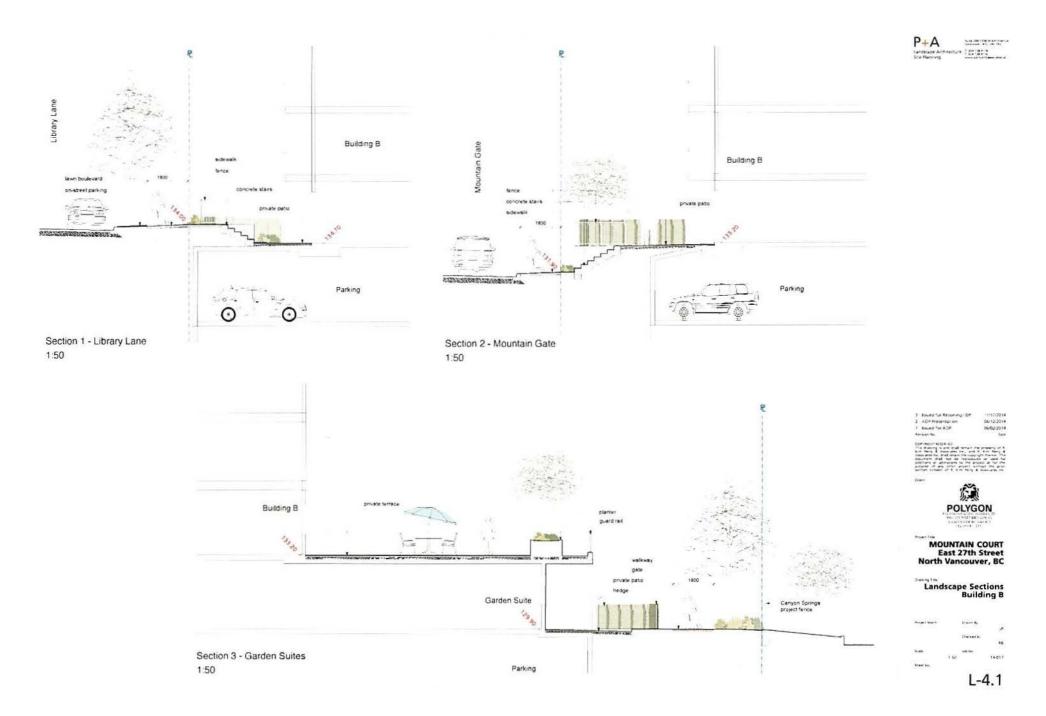
窳 P+A





P+A Sketch April 01, 2015 Public Court - Mountain Court









PRIVATE YARD AT STREET



GATEWAY WITH TRELLIS



RAIN GARDEN IN CURB BULGE





PRIVATE YARD AT STREET



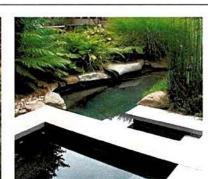
STAIRS AND ACCESSIBLE ROUTES



Landscape Architecture 1.604 738 4118 Site Planning F 604 738 4116



ACCESSIBLE PATH



CORNER COURT WATER FEATURE



CORNER COURT NATURAL MATERIALS

MOUNTAIN COURT

Precedent Images

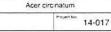


Drawn By JP

Salix purpurea 'Nana'



March 30, 2015



Checked by RB



LSK-03

Drawing Title

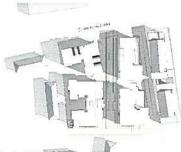








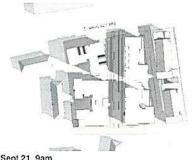
SHADOW ANALYSIS



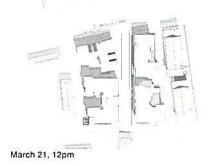
March 21, 9am



June 21, 9am

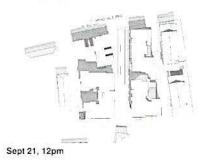


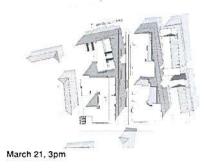
Sept 21, 9am





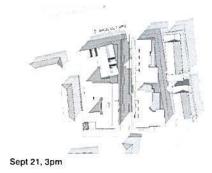
June 21, 12pm







June 21, 3pm



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The Corporation of the District of North Vancouver

Bylaw 8101

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 1324 (Bylaw 8101)".

2. Amendments

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

- A. Part 2A, Definitions is amended by adding CD 86 to the list of zones that Part 2A applies to.
- B. Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 86 CD 86"

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

"4B86 Comprehensive Development Zone 86 CD 86

The CD 86 zone is applied to:

1241 - 1289 East 27th Street

Lot 2 Block W District Lot 2022 Plan 12740 (008-804-311); and Lot 4 Block W District Lot 2022 Plan 13960 (007-986-882).

4B 86 - 1 Intent

The purpose of the CD 86 Zone is to permit a low rise residential development consisting of 4 residential buildings.

4B 86 – 2 Permitted Uses

The following principal uses shall be permitted in the CD 86 Zone:

a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

Residential use

4B 86 - 3 Conditions of Use

- a) Residential: Residential uses are only permitted when the following condition is are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space.

4B 86 - 4 Accessory Use

- a) Accessory uses customarily ancillary to the principal uses are permitted;
- b) Home occupations are permitted in residential dwelling units.

4B 86 - 5 Density

- a) The maximum permitted density is of 34,745 m² (374,000 sq. ft.) gross floor area and 330 units cumulatively across the entire site, inclusive of any density bonus for energy performance.
- b) For the purpose of calculating gross floor area the following are exempted:
 - i) Any areas completely below finished grade;
 - ii) Amenity Space to a maximum of 150m² per building;
 - iii) Bicycle storage areas to a maximum of 100m² per building and 400m² in total in the zone;
 - iv) The area of balconies and covered patios but not enclosed patios and balconies which are not permitted.

4B 86 – 6 Height

- a) The maximum permitted height for each building is 18.3 m (60.0 ft).
- b) For the purpose of measuring building height, the rules set out in the definition of height in Part 2 of this Bylaw apply except that height is measured to finished grade, and no one section of any building may have more than 5 floors of residential space.

4B 86 – 7 Setbacks

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

Setback	Minimum Required Setback
North / East 27 th Street	5.0 m (16.4 feet)
Library Lane	4.0 m (13.1 feet)
East (For buildings where the eastern setback is in the rear)	4.0 m (13.1 feet)
South / Mountain Gate	4.0 m (13.1 feet)
West (For buildings where the western setback is in the rear)	6.0 m (19.7 feet)

- b) For the purpose of measuring setbacks, measurements exclude:
 - i) Partially exposed underground parkades; and
 - ii) Balconies, canopies and awnings.

4B 86 – 8 Coverage

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

4B 86 – 9 Landscaping and Storm Water Management

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

4B 86 – 10 Parking, Loading and Servicing Regulations

a) Parking and loading are required as follows:

Use	Parking Requirement
Residential dwelling unit	1.4 spaces per unit
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	1.0 spaces per unit
Residential visitor parking	0.1 spaces per unit

- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
- c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."
- D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.
- E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

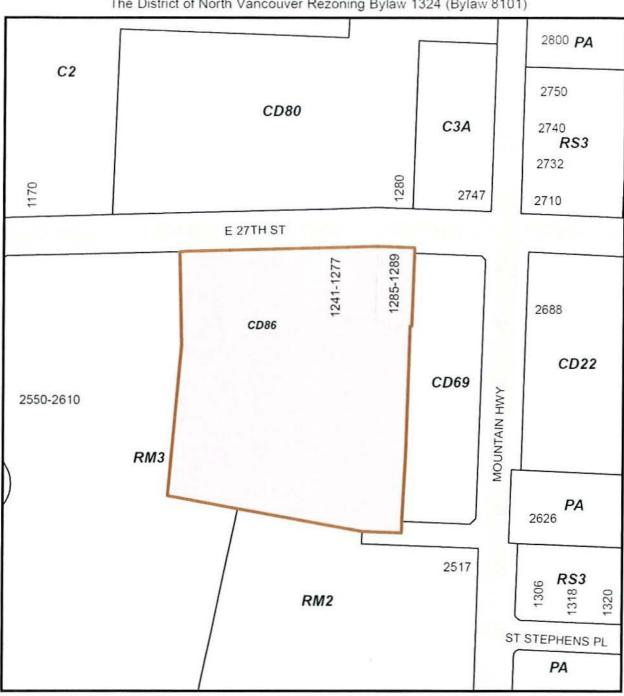
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8101

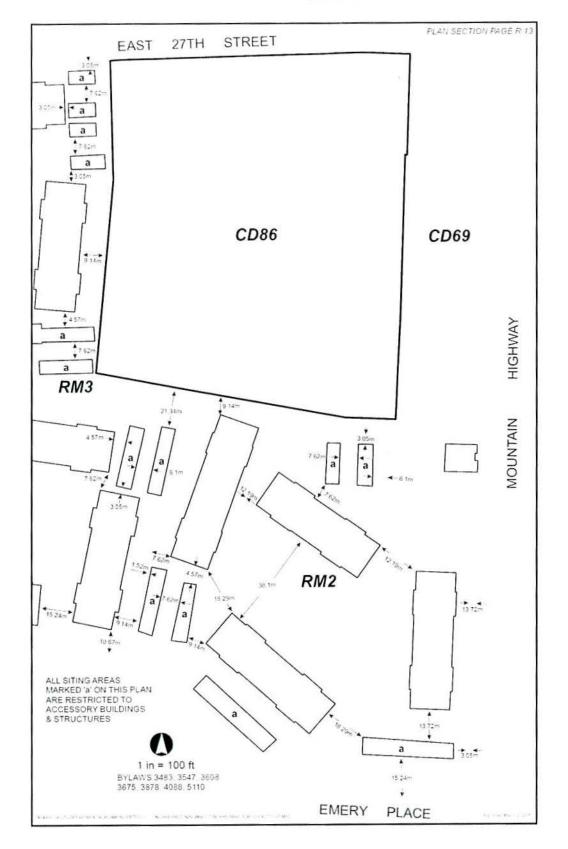
Bylaw 8101



The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)

MULTIPLE-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 86 (CD86)

Schedule B to Bylaw 8101



The Corporation of the District of North Vancouver

Bylaw 8102

A bylaw to enter into a Housing Agreement (1241-1289 East 27th Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27th St.)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) No PID, Lot 1, Block W, District Lot 2022, and
- b) No PID, Lot 2, Block W, District Lot 2022.

both shown outlined in bold on the plan attached hereto as Schedule "A".

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

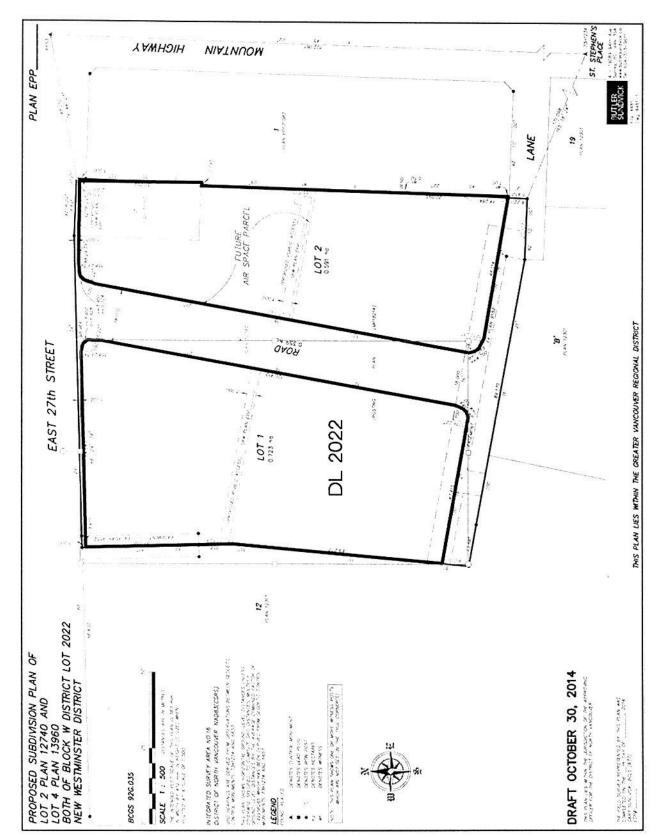
ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk



Schedule A to Bylaw 8102

Schedule B to Bylaw 8102

SECTION 219 COVENANT - HOUSING AGREEMENT (Rental Protection)

THIS COVENANT dated for reference the _____ day of _____, 2015, is

BETWEEN:

POLYGON DEVELOPMENT 251 LTD a corporation incorporated under the laws of the Province of British Columbia with an office at 900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(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")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. **USE**

(a) The Land must not be used or developed except in strict accordance with this Agreement.

2. **DEFINITIONS**

- "Director" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "Owner" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "Proposed Development" means the proposed development to be constructed on the Land;
- (d) "Unit" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Unit in any building in the Proposed Development.

3. <u>RENTAL ACCOMODATION</u>

- (a) No Unit in a building in the Proposed Development may be occupied unless the Owner has:
 - (i) 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 pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "Form J") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
 - (ii) given a copy of the Form J 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. For the purposes of this paragraph 3(a)(ii), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- (b) The Units constructed on the Land 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.
- (c) This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.

- (d) 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.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) 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 Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) 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.

4. <u>GENERAL PROVISIONS</u>

- (a) The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- (b) The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- (c) This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- (d) Forthwith after registration of a strata plan (the "Strata Plan") under the Strata Property Act (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "Strata Lots"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "A". If the Owner fails to comply with this section 4(d), then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- (e) The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.

- (f) For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- (g) The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.
- (h) The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- (i) The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- (j) This Agreement does not:
 - affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (ii) affect or limit any enactment relating to the use or subdivision of the Land; or
 - (iii) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- (k) Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.

- (1) The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- (m) Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the Land Title Act in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- (n) The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- (o) An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- (p) If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- (q) This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- (r) By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- (s) This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- (t) The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- (u) Time is of the essence of this Agreement.
- (v) Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.

(w) This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

Schedule "A"

Assumption Agreement

- END OF DOCUMENT -

The Corporation of the District of North Vancouver

Bylaw 8112

A bylaw to enter into a Housing Agreement (1241-1289 East 27th Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27th St.)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

a) No PID, Lot 2, Block W, District Lot 2022, shown outlined in bold on the plan attached hereto as Schedule "A".

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

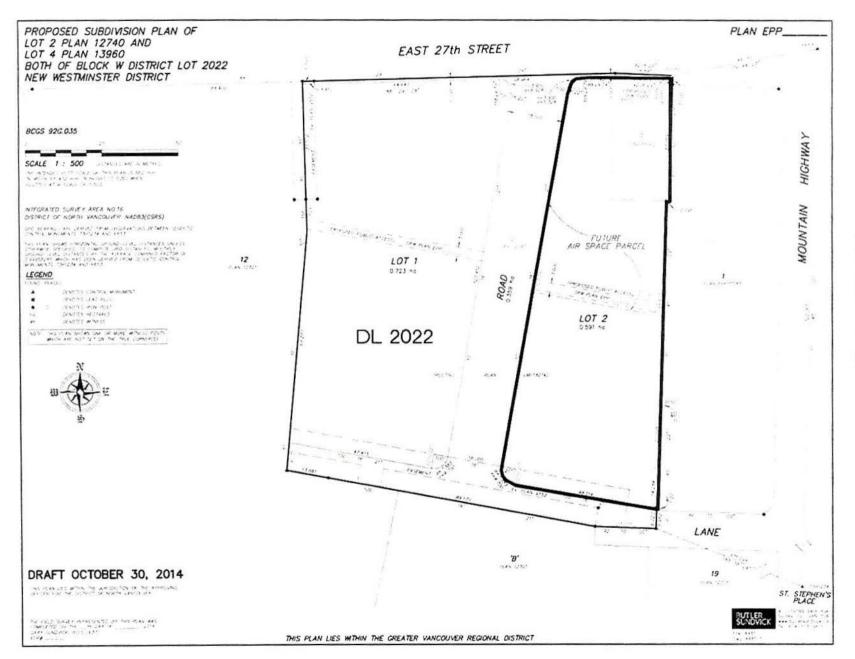
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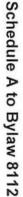
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk





Schedule B to Bylaw 8112

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference , 2015

BETWEEN:

POLYGON DEVELOPMENT 251 LTD. (Incorporation No. 816035) a corporation incorporated under the laws of the Province of British Columbia with an office at 900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(the "Owner")

AND:

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

(the "District")

WHEREAS:

- A. The Owner is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement ("Lot 2");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on Lot 2; and
- D. The Owner and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, Lot 2 on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Owner and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

- 1. **Definitions** In this Agreement and the recitals hereto:
 - "Development Covenant" means the covenant under section 219 of the Land Title Act dated for reference ______, 2015 granted by the Owner to the District and registered at the LTO against Lot 2 under number CA _____;
 - "Dwelling Unit" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
 - (c) "LTO" means the Lower Mainland Land Title Office and any successor of that office.
 - (d) "Lot 2" has the meaning given to it in Recital A hereto;
 - (e) *"Master Development Plan"* has the meaning given to it in the Development Covenant;
 - (f) "Rental Building" means a ______ storey apartment building containing the Rental Dwelling Units, which said building is to be constructed on the Rental Building Parcel generally as shown on the Master Development Plan;
 - (g) *"Rental Building Parcel"* means that part of Lot 2 shown on the sketch plan attached hereto as Schedule "A";
 - (h) "Rental Dwelling Units" means at least 75 Dwelling Units in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
 - "Subdivided" means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the Land Title Act, lease, or deposit of a strata plan or bare land strata plan under the Strata Property Act (including deposit of any phase of a phased bare land strata plan);
 - "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw 8101 (No. 1324, 2015); and
 - (k) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
- Required Minimum Number of Market Rental Dwelling Units Any development on Lot 2 must contain not less than 75 market rental Dwelling Units (the "Rental Dwelling Units").
- 3. Rental Building The Rental Building must contain at least 75 Rental Dwelling Units.
- 4. **Subdivision Restriction** Lot 2 may be subdivided, including by way of an air space subdivision, to create the Rental Building Parcel and a remainder parcel provided that

said subdivision complies with the Zoning Bylaw, all conditions and requirements imposed by the Approving Officer, and the terms and conditions set out in the Development Covenant, but the Rental Building Parcel, once created, and any improvements from time to time thereon (including without limitation the Rental Building) may not be further Subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

- 5. Rental Housing The Rental Dwelling Units and the Rental Building may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
- Rental Building Occupancy Restriction No Dwelling Unit in the Rental Building may be occupied except pursuant to a residential tenancy agreement that complies with section 5.

7. Damages and Rent Charge

- (a) The Owner acknowledges that the District requires rental housing for the benefit of the community. The Owner therefore agrees that for each day Lot 2 is occupied in breach of this Agreement, the Owner must pay the District \$100.00 (the "Daily Amount"), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
- (b) By this section, the Owner grants to the District a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the District of the amounts described in section 7(a).
- (c) The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which the District has provided notice to the Owner and/or the Rental Building Mortgage mortgagee that any amount due under section 7(a) is due and payable to the District in accordance with section 7(a) and the District agrees that the Owner and/or the Rental Building Mortgage mortgagee may cure an Owner default.
- (d) The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
- Specific Performance The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is

entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of Lot 2 in accordance with this Agreement.

- 9. Notice of Housing Agreement For clarity, the Owner acknowledges and agrees that:
 - this Agreement constitutes both a covenant under section 219 of the Land Title Act and a housing agreement entered into under section 905 of the Local Government Act;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to Lot 2; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 905 of the *Local Government Act*, binds all persons who acquire an interest in Lot 2 in perpetuity.
- 10. Compliance with Laws The Owner will at times ensure that Lot 2 is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
- 11. Cost The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner to the District in respect of the development of Lot 2 contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
- 12. Partial Discharge Subject to section 13, at the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner a discharge (the "Discharge") in registrable form discharging this Agreement from all of Lot 4 other than the Rental Building Parcel.
- 13. Limitation on Discharge The District will be under no obligation to provide the Discharge unless the construction of the Rental Building and the Rental Dwelling Units has completed, the Rental Building Parcel has been created, and the District is satisfied that the Owner has met all of its obligations under sections 2, 3 and 4 of this Agreement in respect of the construction of the Rental Building and the Rental Dwelling Units, and the creation of the Rental Building Parcel.
- 14. Interpretation In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (g) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a "party" is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (k) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (m) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
- 15. **Certificate as to Compliance** The District will, on not less than 30 days prior written request, provide a statement in writing certifying whether to the best knowledge of the maker of the statement, the Owner is not in default under the provisions of the Housing Agreement, or, if in default, the particulars.

- 16. **Notice of Mortgage** The Owner or a mortgagee that registers a mortgage against title to the Rental Building Parcel may provide notice to the District of the mortgage (the "Rental Building Mortgage").
- 17. **Notice of Breach or Default -** If the District considers the Owner to be in default under this Agreement, the District will provide notice of the default to:
 - (a) the Owner; and
 - (b) any Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage.

Under no circumstance will the District be liable in damages to anyone for failure to give notice under this section.

- 18. Notice Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
 - (a) to the District at:

355 West Queens Street North Vancouver, BC V7N 4N5

Attention: Director, Planning Permits and Bylaws

(b) to the Owner at:

Polygon Development 251 Ltd. 900 – 1333 West Broadway, Vancouver, BC V6H 4C2 Attention: Vice President Development

(c) to the Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage:

to the address shown on the mortgage

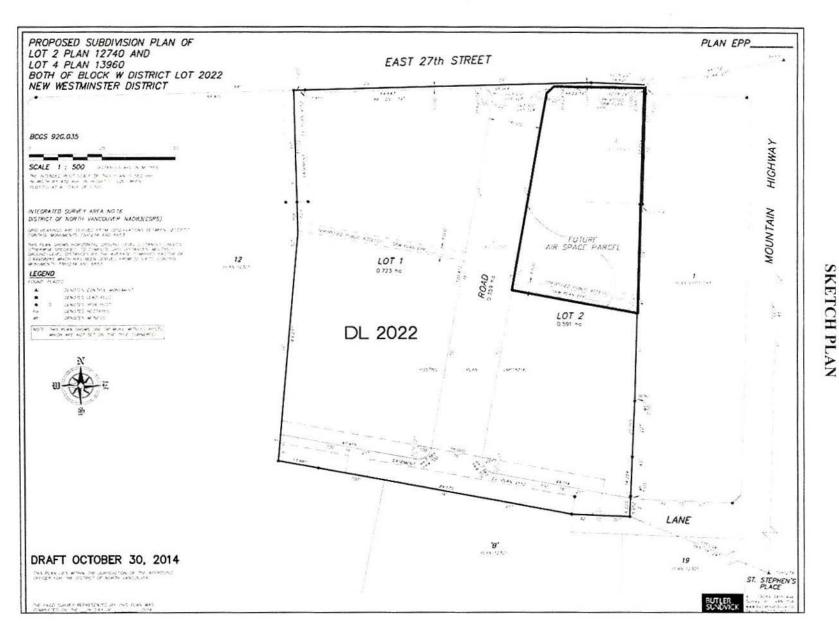
Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

- 19. No Waiver No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
- Rights are Cumulative All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
- 21. **Third Party Beneficiaries** Except as may be expressly provided in this Agreement, this Agreement is not be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
- 22. No Effect on Laws or Powers This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of Lot 2;
 - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of Lot 2; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of Lot 2.
- Binding Effect This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
- 24. **Covenant Runs With Lot 2** Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens Lot 2 to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which Lot 2 is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
- 25. **Voluntary Agreement** The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of Lot 2.

26. Agreement for Benefit of District Only – The Owner and the District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 27. **Limitation on Owner's Obligations** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
- 28. **Further Acts** The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 29. Joint Obligations of Owner If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
- 30. **Severance** If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
- 31. **No Joint Ventureship** Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
- 32. Amendment This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
- 33. **Deed and Contract** By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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



Schedule A to Housing Agreement

SUMMARY OF PUBLIC INFORMATION MEETING

1241-1277 and 1285 -1289 E. 27th Street Meeting held December 10th, 2014



Polygon Development 251 Ltd.



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- 2.1 Meeting intent
- 2.2 Information Distribution and Community Notification
- 2.3 Public Information Meeting - December 10th 2014
- 2.4 **Community Enquiries**
- 2.5 Response to Public feedback
- Appendix A: DNV Project information sheet
- Appendix B: Photos of sign on site Appendix C: Comment forms
- Appendix D: PDF of presentation panels

1.0 OVERVIEW

To: Casey Peters, Community Planner, District of North Vancouver

Hugh Ker, Polygon Development 251 Ltd.

From: Jay Hiscox AIBC, Meeting Facilitator, Main Street Architecture Tel: 604-354-0397 E: jhiscox@shaw.ca

1 OVERVIEW

The following document summarizes the Public Information meeting held by Polygon Development 251 Ltd. on December 10th 2014. The intent of the meeting was to share updated project information, and identify community questions prior to formal Public hearings relative to the property at 1241-1277 and 1285-1289 E 27th Street, District of North Vancouver, BC. The project proposal is for the development of 321 units of residential units in four buildings, in 5 storey building forms. The project proposal indudes 75 units of rental housing, a total of 180,060 sf. The project falls within OCP guidelines and is below the FSR prescribed for the site.

2 COMMUNITY ENGAGEMENT AND INFORMATION DISTRIBUTION

2.1 Meeting intent

The focus of the December 10th meeting was to provide updated project information and a venue to voice questions or concerns about the project.

2.2 Information Distribution and Community Notification

To ensure that the community received updated information about the proposed project and notification of Public Information Meetings, the following information distribution methods were undertaken:

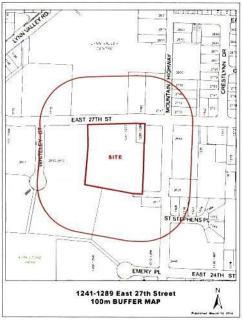
- Mailout delivery
- Community stakeholder notification
- · Project Update brochure
- · Display boards at Public Information Meeting
- Newspaper advertising
- Direct e-mail

2.2.1 Individual Property Owner notification:

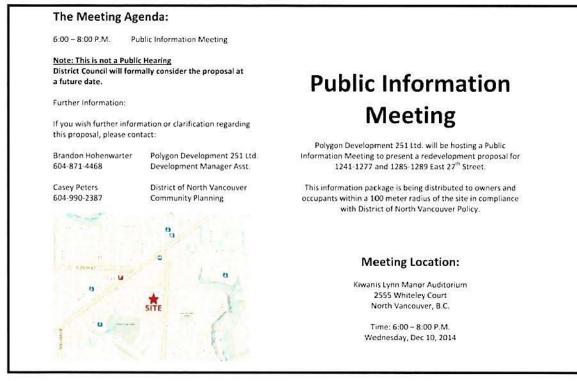
Handouts were delivered to all properties within a 100m radius. Distribution map shown overleaf.



map of project area:



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Project handout - Front

The Proposal:

Polygon Development 251 Ltd. proposes to consolidate and redevelop the Mountain Court property at 1241-1277 East 27th Street and the neighbouring triplex at 1295-1289 East 27th Street. The gross site area will be 180,060 square feet. The proposal consists of four buildings with five story massing and a total of 321 residential units. Three of the buildings will be comprised of 246 market condominium homes, and one building will be comprised of 75 rental apartment homes.

In the Official Community Plan the site is identified as being within the Lynn Valley Town Centre, and specifically the site is contemplated for Medium Density Apartment use. Two fee simple lots will be consolidated and rezoned from RM-3 to a Comprehensive Zone based on Medium Density Apartment. This will permit a density of up to 2.5 FSR which will typically be expressed in low rise apartments. Polygon Development 251 Ltd. proposes an FSR of 1.83 based on the gross site area.

As per the Lynn Valley Implementation Plan, the development integrates the proposed road network with Lynn Valley Mall to the north. This road will bisect the site and create two new lots, which are further divided by an east/west pedestrian ROW. A new municipal street will run east/west along the southern end of the site and will ultimately serve as a connection between Whiteley Court and Mountain Highway.

The architecture of the development is defined as contemporary urban design in a West Coast context. It is designed to fit into the Lynn Valley community and provides a unique neighbourhood feeling. Parking will be underground accessed from two points.





Project handout - Rear

2.2.2 Signage:

A sign outlining the proposed development was installed on the site.

2.2.3 Newspaper Notification:

Polygon Developments placed public notice advertisements in the North Shore News. The ads were run on Nov 26, Nov 28 and Dec 5.

2.2.4 Community Association:

In addition to the mailout list, DNV sent emails to local Association stakeholder group to invite them to the meeting. The mailouts were sent out Nov 26.

2.3 Public Information Meeting- December 10th 2014

Polygon Development 251 Ltd. hosted the Public information meeting on December 10th 2014 at the Kiwanis Lynn Manor Auditorium, 2555 Whitely Court, North Vancouver. The meeting was held from 6.00 - 8.00 PM.

The event included display boards illustrating key design elements for the project proposal.

The project team present at the meeting included:

- Hugh Ker, Polygon Development 251 Ltd.
- Rene Rose, Polygon Development 251 Ltd.
- Brandon Hohenwarter, Polygon Development 251 Ltd.
- Rebecca Wright, Polygon Development 251 Ltd.
- Michael Birmingham, Polygon Development 251 Ltd.
- Ray Letkeman, Raymond Letkeman Architecture Ltd.
- Rob Barnes, Perry + Associates Landscape Architecture
- Brian Wallace, BWW Consulting, Traffic Consultant
- Jay Hiscox, Main Street Architecture, Meeting Facilitator

DNV staff present at the meeting included:

- Casey Peters, Community Planner, District of North Vancouver
- Jennifer Paton, Development Manager, District of North Vancouver

A total of 17 people signed in to the meeting and 2 comment forms were returned. (Attached in Appendix C) .

Based on the feedback received, all of the attendees had their questions answered and none appeared to have left with outstanding questions. Several visitors were supportive of the scheme as presented, and several comments were noted that felt the project would be a welcome redevelopment of this area. Several visitors noted to commonality with the nearby branches development.

A presentation was held at mid-meeting, with a forum opened to field questions and answers from the gathered group. An opportunity was provided but no one chose to ask any questions in this forum.

Comments / Questions fielded during the meeting included the following;

- Request for clarification about how the buildings step across the site hard to grasp from the floor plans.
- Concern about the displacement of current residents.
- Comments Displaced residents are looking for similar accommodation at a reasonable cost with little luck.
- Question about unit mixes.
- Concern about construction parking during this project, and for current project underway.
- Comments about change and density.
- Comments about disruption over time while the neighborhood builds out.
- Comments that current construction worker parking using stalls south side of Mountain Court site.
- Concern for poor visibility at the existing lane/Mountain Hwy intersection because of construction equipment.
- Question Will the Library Lane / E 27th / Mtn Crt Street intersection be signalized?
- Question What road improvements are planned to deal with all this new traffic?
- Question What is happening on the Bosa project re road changes?- Concern about traffic using the new east-west street and Whitely Crt as a "bypass" route between Mtn Hwy and 27th.
- Question How will the intersection of the new east-west street intersection with Mountain Hwy be operated?
- One person was unaware of the overall "Grand Plan" for additional housing in the Town Centre and that this project, Crystal Court and Bosa's residential were all part of that.
- Questions about other developments in the area.
- Comment regarding the need for a park planning study for Kirkstone
- Question about the renter program Polygon is offering the current tenants.
- A neighbouring property owner wanted to know what was happening at the site.

2.4 Community Inquiries

Polygon Development 251 Ltd. did not receive any community inquiries via emails and phone calls regarding the project.

2.5 Response to Public feedback

No changes are presently contemplated as a result of the Public Information meeting .

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 16, 2015 commencing at 7:02 p.m.

Present: Acting Mayor L. Muri Councillor R. Bassam Councillor M. Bond Councillor J. Hanson Councillor R. Hicks Councillor D. MacKay-Dunn (7:03 pm)

Absent: Mayor R. Walton

Staff:

Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Mr. D. Milburn, Deputy General Manager – Planning, Properties & Permits
Mr. J. Gordon, Municipal Clerk
Ms. J. Paton, Manager – Development Planning
Ms. E. Geddes, Section Manager – Transportation
Ms. C. Drugge, Project Engineer
Mr. M. Hartford, Planner
Ms. C. Peters, Planner

- Ms. C. Peters, Planner
- Ms. S. Dale, Confidential Council Clerk

The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)

Purpose of Bylaw:

Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

1. OPENING BY THE MAYOR

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

Acting Mayor Muri stated the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;

- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair; and,
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated the following:

- Council is here to listen to the public, not to debate the merits of the bylaw;
- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- This Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw stating that Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

3. PRESENTATION BY STAFF

Ms. Casey Peters, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Ms. Peters advised that:

- Polygon has applied to rezone the Mountain Court multifamily complex to permit the development of four new apartment buildings;
- Three buildings will be strata condominiums and one is rental;
- The proposal is for five storey low rise buildings
- Phase one includes two buildings on the eastern portion of the site, a 75 unit rental building at East 27th Street and Library Lane, and a strata building immediately to the south;
- The proposal is in keeping with the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- The proposal matches the envisioned building form and proposes an overall density of 1.82 FSR which is significantly below the 2.5 limit in the Official Community Plan;
- Phase two is for the two buildings on the west side of Library Lane;
- In total the proposal is for 321 units in 4 buildings;
- There is a mix of units in each building ranging from studio apartments to 3 bedroom units;

- The District's Community Amenity Contribution Policy requires an amenity contribution for projects that include an increase in residential density. In this case, a proforma was reviewed that demonstrated the provision of the rental housing and offsite works resulted in no additional amenity contribution;
- This project's major benefit to the community is the provision of a 75 unit market rental housing building that will remain rental in perpetuity in keeping with the intent of the housing policy;
- Polygon is voluntarily providing \$100,000 towards public art that will be secured prior to adoption of Bylaw 8101;
- The preliminary transportation study prepared by BWW Consulting, notes that there is capacity for further growth, signal timings can be adjusted to optimize conditions, and intersections will operate satisfactorily;
- The project will provide more parking than recommended in the parking policy for town centres; and,
- The applicant has submitted a draft Construction Traffic Mitigation Strategy that has been reviewed by the District's Construction Traffic Management Program Coordinator.

4. PRESENTATION BY APPLICANT

Mr. Hugh Ker, Polygon Homes:

- · Provided history and context of the proposed development;
- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- Stated that coordination with Bosa's construction schedule will be crucial; and,
- Noted that the proposed development will meet Built Green 'Gold' standards.

Mr. Ray Letkeman, Raymond Letkeman Architecture Ltd.:

- Advised that improvements to the pedestrian, cycle and vehicle network will include:
 - Widening of East 27th Street to accommodate a new separated bike lane;
 - o Construction of the new Library Lane, north-south street;
 - o Expansion west of the new Mountain Gate, east-west street;
 - o A new east-west pedestrian pathway; and,
 - Construction of a public art and water feature at the corner of Library Lane and East 27th Street.
- The buildings are oriented to follow the new street layout and provide quiet interior garden courtyards;
- A play area for the project is proposed in the larger private garden space on the west side of the development site; and,
- Buildings are designed to work with the topography and step down the slope.

Mr. Hugh Ker, Polygon Homes:

- · Polygon has held meetings with tenants of Mountain Court;
- Advised that a Tenant Compensation/Relocation package will be available to all residents who were tenants prior to July 1, 2014; and,
- Noted that consultants are available to answer questions.

5. **REPRESENTATIONS FROM THE PUBLIC**

Ms. Karolina Francis, 1200 Block East 27th Street: 5.1.

- Spoke in opposition of the proposed development;
- Expressed concern with the loss of affordable housing; and,
- Commented that the issue of affordable housing needs to be addressed.

5.2. Mr. David Goodman, 1900 Block Acadia Road, Vancouver:

- Spoke in support of the proposed development;
- Commented on the need for new rental stock;
- Opined that Mountain Court has reached the end of its life and should be redeveloped; and,
- Commented that the proposed development is aesthetically pleasing.

5.3. Ms. Isabella Berisavac, 1200 Block East 27th Street:

- · Spoke in opposition to the proposed development;
- Suggested that Mountain Court be renovated; and,
- Commented that the proposed development will have an impact on the environment.

IN FAVOUR 5.4. Ms. Julie-Ann Johnson, 2600 Block Mountain Highway:

- Spoke in support of the proposed development:
- Spoke of the need for affordable housing;
- Noted that Mountain Court is deteriorating and will need upgrades; and,
- Commented that the proposed development will beautify the neighbourhood.

5.5. Mr. Alex Schwarz, 3200 Block Mountain Highway:

- Expressed concern for the families that will lose their homes; and,
- Expressed concern with the loss of affordable housing.

5.6. Ms. Kelsey Totevs, 600 Block East St. James Road:

- Spoke in support of the proposed development; and,
- Commented that the proposed development will provide affordable housing for the younger generations.

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

- Expressed concern for the families who will be displaced;
- Expressed concern with the loss of affordable housing;
- Commented that as density is lowered so is affordability;
- Suggested the following:
 - 15% of the 75 units be required to have rents set at no more than 20% above their current rent;
 - That the District grant property tax relief to commensurate with the rent differential for the same period;
 - Direct to this development 30% of the community amenity contribution to address affordability;
 - Establish a number of units where rent is geared to the median of District incomes; and,

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 A combination of these and other strategies be used to address affordability.

5.8. Mr. Lee Varseveld, 2100 Block Greyline Crescent:

- · Spoke in support of the proposed development;
- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- · Opined that the proposed development will revitalize the neighbourhood; and,
- Expressed concern with the loss of affordable housing.

5.9. Ms. Yvette Mercier, 2100 Block East 27th Street:

- Spoke in opposition of the proposed development;
- Expressed concern with the low rental vacancy in the District;
- · Expressed concern with a loss of affordable housing; and,
- Expressed concern for the families that will lose their homes.

5.10. Mr. Scott Sigston, 1800 Block Westover Road:

- Spoke in support of the Polygon proposal;
- Commented that the proposed development will provide affordable housing options;
- Noted that the proposed development will allow younger generations to stay in their community; and,
- Commented that the proposed development will revitalize the neighbourhood.

In response to a question from Council, staff advised that the application was considered by the Advisory Design Panel at the preliminary application stage and again at the detailed application stage. The Panel recommended approval of the project subject to refining the design to the satisfaction of staff.

Staff advised that the traffic study prepared by BWW Consulting considered the impacts of construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects.

Council queried why there is only one bicycle storage space per unit. Staff advised that the current bylaw proposes a minimum of one bicycle storage space per unit; however, staff supports more and can work with the applicant on this.

Staff advised that the District has a Multi-family Rental Housing Demolition Notice Bylaw which requires six months notice be provided to the tenants. Notice cannot be provided until the demolition permit has been issued.

Staff advised that the pedestrian walkway will be lighted.

Staff advised the size of the storage lockers is 4'x6'.

Staff advised that the median income in the District is \$87,000.

5.11. Mr. Will Bayer, 1600 Block Ross Road:

- Expressed concern that families will be forced to move out of their homes; and,
- Suggested increasing the density to make the proposed units more affordable.

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5.12. Mr. Ian Graf, 1200 Block West Georgia Street, Vancouver: IN FAVOUR

- Spoke on behalf of the owners of Mountain Court;
- Commented that Mountain Court is an old building and needs to be replaced;
- Spoke to the shortage of housing in the District;
- Commented that the proposed development will achieve the vision of the Official Community Plan;
- Suggested that the proposed development will provide affordable housing for the residents of Lynn Valley; and,
- Opined that the proposed development will provide vibrancy to the Lynn Valley Town Centre.

5.13. Mr. Wesley Pifer, 1200 Block East 27th Street:

- · Expressed concern that the proposed development will force families to relocate; and,
- Expressed concern with a loss of affordable housing and with traffic issues.

5.14. Ms. Maureen Bragg, 1800 Block Dravcott Road:

- Commented that the proposed development is within the Official Community Plan guidelines;
- Stated that walkability is vital to the livability of the Lynn Valley community;
- · Commented on the housing shortage; and,
- Opined that the proposed development does not impact green space.

5.15. Ms. Liz Barnett, 3100 Block Mountain Highway:

- Spoke on behalf of the North Shore Disability Resource Centre;
- · Expressed concern with a lack of affordable housing on the North Shore; and,
- Spoke in support of the proposed bylaw.

5.16. Ms. Nicole Elder, 1200 Block East 27th Street:

- Expressed concern with a loss of affordable housing; and,
- Urged Council to consider the long term impact that unaffordable housing will have on the community.

5.17. Mr. Eric Muira, 1300 Block Kilmer Road:

- · Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- Opined that the proposed development will rejuvenate the community;
- Expressed concern with the lack of housing diversity options; and,
- Encouraged Council to engage with Community Associations to address the needs of the community.

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

- Commented that the proposed development will provide quality affordable housing;
- Stated that affordable housing is an issue; and,
- Opined that additional bicycle storage space would improve the project.

5.19. Mr. Richard Hancock, 1100 Block East 29th Street:

Spoke in support of the proposed development:

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- Commended the developer for reducing the density;
- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that the proposed development will provide the younger generation with housing options.

5.20. Mr. Cameron Clader, 1200 Block East 27th Street:

- Spoke in opposition of the proposed development;
- Expressed concern that the families of Mountain Court may have to relocate to a different community; and,
- Spoke regarding the lack of affordable housing on the North Shore.

5.21. Mr. Richard Campbell, 1400 Block Arbourlynn Drive:

- Spoke in support of the proposed Polygon project;
- Commented on the need for multi-family units in the community;
- Opined that the proposed development will revitalize Lynn Valley;
- Suggested that the location is ideal for residents who don't drive; and,
- Commented on the need for affordable housing options.

5.22. Mr. John Gilmour, 2900 Block Bushnell Place:

- Spoke in favour of the rezoning application;
- Commented on the importance of a walkable community;
- Noted that the proposed development will increase the rental housing units in the neighbourhood; and,
- Noted that the proposed development will provide housing options for younger residents.

5.23. Mr. Kerry Mooris, 700 Block East 15th Street:

- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that residents of Mountain Court are facing the loss of community, friends, and jobs.

5.24. Mr. Doug Curran, 2000 Block Curling Road:

- Commented on the importance of replacing rental stock; and,
- · Commented that the low density of the proposed development will limit community amenity contributions.

In response to a question from Council, staff advised that in order to achieve more affordable housing there would have to be an increase in density or a reduction in rental units.

Council gueried why 2.5 FSR is not achievable on this site. Staff advised that the Lynn Valley Town Centre Flexible Planning Framework designates this area for a five storey low rise development. Staff further advised that 23% of the site is dedicated for roads as the proposed project will widen East 27th Street, construct Library Lane and Mountain Gate streets, and provide a new east-west pedestrian connection.

In response to a question from Council, staff advised that if all the units were market strata units the estimated community amenity contributions would be four million dollars.

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Council requested that a copy of the Construction Traffic Mitigation Strategy be

Staff advised that there is not a mid-block pedestrian path that goes through Canyon Springs to connect to Mountain Highway. The connection to Mountain Highway would

Mr. Ker advised that the housing mix will be finalized during the development permit

Mr. Letkeman described the vertical variation on each building noting that varying the

Staff advised that the west side of the site can be used for parking and staging during construction for phase one.

In response to a question from Council, staff advised that the building heights and roof slopes are limited by the proposed rezoning bylaw.

5.25. Ms. Sue Cooks, 2600 Block West 4th Street:

be via East 27th Street or Mountain Gate Road.

roof line will give the impression of individual units.

process.

provided.

- Expressed concern regarding a lack of affordable housing; and,
- Urged Council to work with the provincial and federal government to address the affordable housing issue.

5.26. Mr. Chavavrria, 1200 Block East 27th Street:

• Expressed concern for the families that will have to relocate.

5.27. Mr. Corrie Kost, 2100 Block Colwood Drive:

- Spoke regarding affordable housing;
- Commented on the modest site coverage;
- Express concern that the traffic and community amenity contribution reports were not included in the Public Hearing binder; and,
- Questioned what the existing and proposed FSR is estimated to be.

5.28. Ms. Yvette Mercier, 2100 Block East 27th Street: SPEAKING A SECOND TIME

- Spoke regarding affordable housing; and,
- Expressed concern that there is not a common understanding of the term "affordable housing".

5.29. Mr. Alex Schwarz, 3200 Block Mountain Highway: SPEAKING A SECOND TIME

• Suggested that the rental shortage can be addressed by not allowing properties in the District to sit empty.

5.30. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A SECOND TIME

- Expressed concern with the shadowing on Library Lane; and,
- Opined that growth is not sustainable.

5.31. Mr. Scott Sigston, 1800 Block Westover Road: SPEAKING A SECOND TIME

- Opined that it is not sustainable to keep developing single family homes;
- Commented on the need for higher density development; and,

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• Commented that the proposed development will create viability in Lynn Valley.

Staff advised that the Community Amenity Contribution Policy recognizes public art as an amenity and is paid in its entirety from the community amenity contribution budget.

Staff advised that the current FSR on the property is estimated at 0.4 FSR but could be redeveloped at approximately 0.6 FSR.

Staff advised that the traffic reports were available in the Public Hearing binder as of June 3, 2015.

In response to a question from Council, staff advised that the majority of rental units at Mountain Court are two bedrooms with an average rent of \$870-\$1600. Staff further advised that 27 of the units are occupied by families with children.

Staff advised that the Tenant Compensation/Relocation package is based on length of tenancy and not on income.

Staff advised that there are approximately eight rental units available in Lynn Valley and 24 rental units available District wide.

Council queried the estimated cost of the rental units. Mr. Ker advised that the two bedroom units will be approximately \$2000.

- 5.32. Mr. Kerry Mooris, 700 Block East 15th Street: SPEAKING A SECOND TIME
 Commented on the lack of affordable housing.
- 5.33. Ms. Yvette Mercier, 2100 Block East 27th Street: SPEAKING A THIRD TIME
 - Enquired what is included in the tenant relocation support package for residents of Mountain Court.

5.34. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A THIRD TIME

• Opined that high rises are not more environmentally friendly than single family homes.

5.35. Mr. Eric Muira, 1300 Block Kilmer Road: SPEAKING A SECOND TIME

- · Stated that change will have consequences;
- Commented that this change will meet some of the goals in the Official Community Plan;
- · Spoke in support of the proposed development; and,
- Opined that local residents are purchasing these units.

5.36. Ms. Nicole Elder, 1200 Block East 27th Street: SPEAKING A SECOND TIME

• Commented on the need to separate the terms "low income" and "affordable housing".

Council recessed at 10:18 pm and reconvened at 10:26 pm.

Mr. Hugh Ker, Polygon Homes, advised that once approvals are received and upon receipt of a Demolition Permit from the District of North Vancouver, two month "Notice to

End Tenancy" will be provided (as per the *Residential Tenancy Act*). Once formal notice is given to tenants they may vacate and be eligible for the following:

- One months' free rent as required by the Residential Tenancy Act;
- · An additional one months' rent provided by Polygon;
- A residency bonus equal to:
 - \$20 per month for years 1-5;
 - \$30 per month years 6-10; and,
 - \$40 per month for greater than ten years.
- First right to rent in the new rental building based on seniority at Mountain Court.

It was noted that many people have indicated some interest in owning a home at Canyon Springs. As a result, Polygon is working on a purchase discount incentive.

Mr. Ker further advised that the Tenant Compensation/Relocation package is available for all residents who have been tenants prior to July 1, 2014.

Council requested that staff report back on the options stated in Mr. Don Peters letter submitted at the June 16, 2015 Public Hearing. Council further requested that the issue of affordability be included in the report.

6. QUESTIONS FROM COUNCIL

There were no further questions.

7. COUNCIL RESOLUTION

MOVED by Councillor BASSAM SECONDED by Councillor MACKAY-DUNN THAT the June 16, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" be returned to Council for further consideration.

CARRIED (10:31 p.m.)

CERTIFIED CORRECT:

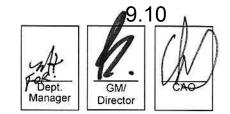
Confidential Council Clerk

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AGENDA INFORMATION

✓ Regular Meeting
 □ Workshop (open to public)

Date: 10/4 6, 2015 Date:



The District of North Vancouver REPORT TO COUNCIL

June 24, 2015 File: 08.3060.20/054.14

- AUTHORS: Linda Brick, Deputy Municipal Clerk Doug Allan, Community Planner
- SUBJECT: Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)

RECOMMENDATIONS:

THAT "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)" is given SECOND and THIRD Readings.

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)" is given SECOND Reading as amended.

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)" is given THIRD Reading.

THAT staff be directed to:

- ensure that appropriate private dispute resolution mechanisms are in place for dealing with issues that may arise between the commercial and residential components of this proposed development; and
- 2. include a clause in the Development Covenant restricting the operation of outdoor seating areas to the hours of 8:00a.m. to 11:00p.m.

THAT staff be directed to include a requirement in the Development Covenant that, prior to issuance of a building permit, a covenant be registered in favour of the District to establish the provision of commercial parking, free for the general public.

REASON FOR REPORT:

Bylaws 8122 and 8123 received First Reading on June 1, 2015. A Public Hearing for Bylaw 8122 was held and closed on June 23, 2015. At bylaw introduction, staff advised Council that a minor amendment was needed to Housing Agreement Bylaw 8123. At the Public Hearing, Council requested further information on the management of noise associated with outdoor customer service areas in the project and a covenant to institute the use of the

SUBJECT: Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)

June 24, 2015

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commercial parking in the project, free, for the general public. This report responds to those issues.

HOUSING AGREEMENT BYLAW 8123

Staff have prepared an amendment to Section 1.01(c) to change the reference to the number of dwelling units from 89 to 90 to be consistent with the maximum number of units permitted in the CD90 Zone. Two administrative changes to the Housing Agreement Bylaw are made to Section 7.06 by renumbering the clauses and correcting the bylaw reference in the second clause.

NOISE MANAGEMENT

The CD90 Zone permits 'outdoor customer service areas' as an accessory use and establishes the number of outdoor seats allowed for different commercial uses. Council requested information on mechanisms to ensure that noise from these outdoor seating areas could be managed.

Section 4B90-3(a)(ii) in the CD90 Zone, requires that all uses comply with the 'Good Neighbour Requirements For Employment Zones and Village Commercial Zones' which reference noise, lighting, glare and air quality standards (section 414(a), (b) and (c) of the Zoning Bylaw, copy attached).

To augment this zoning regulation, staff will ensure that appropriate private dispute resolution mechanisms are in place for dealing with issues that may arise between the commercial and residential components of this proposed development. In addition, the development covenant will contain a clause restricting the hours of operation of outdoor seating areas to 8:00a.m. to 11:00p.m.

To further address this issue, staff will work with the applicant through the development permit process to design the outdoor customer seating area adjacent to the proposed restaurant and gateway plaza to mitigate sounds.

COMMERCIAL PARKING.

The applicant has agreed to make all of the required commercial parking free to the general public under certain conditions.

To implement this agreement, the development covenant to be registered prior to adoption of Rezoning Bylaw 8122, will ensure that:

- the required commercial parking will be made available to the public at no charge;
- the free commercial parking will be available to the public while businesses in the complex are open;

SUBJECT: Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)

June 24, 2015

Page 3

- the applicant will be able to institute a 2 hr time limit for the free public parking which is consistent with the existing on-street parking time limit; and
- the applicant will be able to institute pay parking if, or when, the District institutes pay
 parking on the streets within the limits of Edgemont Village.

Bylaw 8122 is now ready to be considered for Second and Third Readings by Council. Bylaw 8123 is now ready to be considered for Second Reading, as amended, and Third Reading.

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,

Vinda Buch

Linda Brick Deputy Municipal Clerk

Mito

Doug Allan Community Planner

Attachments:

- A. District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)
- B. Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive), as amended;
- C. Zoning Bylaw Excerpt Section 414
- D. Public Hearing Minutes June 23, 2015
- E. Staff Report dated May 14, 2015

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	General Finance	S Health
Engineering Operations	G Fire Services	RCMP
Parks		Recreation Com.
Environment	Solicitor	D Museum & Arch.
Facilities	GIS	Other:
Human Resources		

The Corporation of the District of North Vancouver

Bylaw 8122

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 "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)".

2. Amendments

- 2.1 The District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
- (A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.
- (B) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 90 CD90"

(C) Part 4B <u>Comprehensive Development Zone Regulations</u> by inserting the following:

"Comprehensive Development Zone 90 CD90"

4B90-1 Intent:

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

4B90-1 Uses:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

(i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
artist's studio	office use
child care facility	 personal service use
· custom manufacturing establishments	 recreation/community centre use
fitness centre	residential use
 hobby beer and wine making establishment 	 restaurant use
liquor store	retail use
pet care establishment	
studio	
veterinarian	

4B90-3 Conditions of Use:

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:
 - (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
 - (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;
- (b) Pet Care Establishment and Veterinarian are permitted subject to the following condition:
 - (i) an outside public entrance is required;
- (c) Residential use is permitted subject to the following condition:
 - (i) Residential use is limited to a maximum of 90 dwelling units;
- (d) Restaurant use is permitted subject to the following condition:
 - (i) Restaurant use may not include a drive-in restaurant or a drive-through use;

- (e) Retail use is permitted subject to the following conditions:
 - (i) Retail use may not include: auctioneer use; equipment sales and rental use; or vehicle sales use;

4B90-4 Accessory Uses:

Accessory use is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

- (a) Home occupations are permitted only when accessory to a residential use and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;
- (b) Outdoor customer service areas are permitted subject to the following conditions:
 - (i) an outdoor customer service area is permitted only in conjunction with a restaurant use, including a licenced lounge, neighbourhood public house, retail use or a retail food service;
 - (ii) an outdoor customer service area in conjunction with a restaurant use, including a licenced lounge and a neighbourhood public house, shall not exceed 60 seats;
 - (iii) an outdoor customer service area in conjunction with a retail grocery store use, shall not exceed 24 seats;
 - (iv) an outdoor customer service area in conjunction with any other retail use or a retail food service, shall not exceed 8 seats;
 - (v) an outdoor customer service area must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
 - (vi) an outdoor customer service area may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and
 - (vii) additional parking is not required for an outdoor customer service area;
- (c) Outdoor product display and sales areas are permitted only for a *retail use*, subject to the following conditions:

- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

4B90-5 Density:

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m² (71,600ft.²) of which no more than 930m² (10,000ft.²) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m² (1,500ft.²), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

4B90-6 Amenities:

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m² (154,650ft.²), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
 - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
 - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

4B90-7 Maximum Principal Building Size:

Not applicable

4B90-8 Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

4B90-9 Building Orientation:

Not applicable

4B90-10 Building Depth and Width:

Not applicable

4B90-11 Coverage:

- (a) Building coverage shall not exceed 82%;
- (b) Site coverage shall not exceed 85%.

4B90-12 Height:

- (a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

4B90-13 Acoustic Requirements:

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

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

- (b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;
- (c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

4B90-14 Landscaping:

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

4B90-15 Subdivision Requirements:

Not Applicable.

4B90-16 Additional Accessory Structure Regulations:

Not applicable.

4B90-17 Parking, Bicycle Parking and Loading Regulations:

(a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

Use	Parking Requirement
Residential dwelling unit	1 space per unit + 1 space per 100m ² (1076.4ft. ²) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m ² of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m ² of gross floor area
All other conditional commercial uses	1 space/45m ² of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
- (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
- (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m² of gross commercial floor area;
- (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
- (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
- (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw."
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

READ a first time June 1st, 2015

PUBLIC HEARING held June 23rd, 2015

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1330 (Bylaw 8122)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

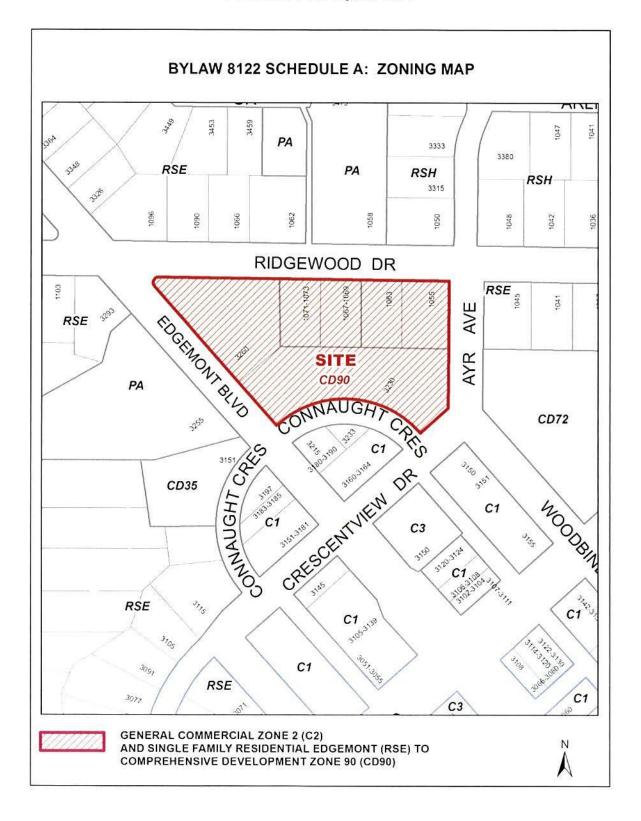
ADOPTED

Mayor

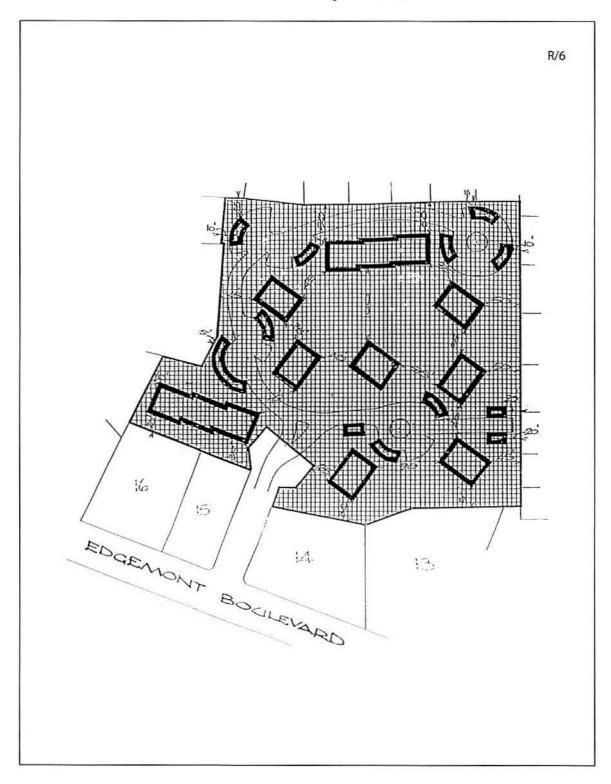
Municipal Clerk

Certified a true copy

Municipal Clerk



Schedule B to Bylaw 8122



The Corporation of the District of North Vancouver

Bylaw 8123

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood 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 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

2. Authorization to Enter into Agreement

- 2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
 - b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
 - c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
 - d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
 - e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240); and
 - f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

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 June 1st, 2015

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8123

SECTION 219 COVENANT - HOUSING AGREEMENT

This agreement dated for reference the _____ day of ____ , 2015 is

BETWEEN:

EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404 #2000 – 1040 West Georgia Street Vancouver, BC V6E 4H1

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. **DEFINITIONS**

1.01 <u>Definitions</u>

In this agreement:

- (a) "Development Permit" means development permit No.54.14 issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the development on the Lands contemplated in the Development Permit containing not more than 89 90 Units;
- (d) "Unit" means a residential dwelling strata unit in the Proposed Development; and
- (e) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

2. <u>TERM</u>

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

3. RENTAL ACCOMODATION

3.01 <u>Rental Disclosure Statement</u>

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

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

3.02 Rental Accommodation

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

The strata corporation(s) shall not pass any bylaws or rules 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 <u>Vote</u>

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 <u>Costs</u>

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. LIABILITY

5.01 Indemnity

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

5.02 <u>Release</u>

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

5.03 <u>Survival</u>

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 <u>Release</u>

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

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the District or have been granted in favour of the District..

6.06 Agreement to Have Effect as Deed

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

6.07 <u>Waiver</u>

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

6.08 <u>Time</u>

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 <u>Notices</u>

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

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404 #2000 – 1040 West Georgia Street Vancouver, BC V6E 4H1

Attention:Marc Josephson

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 prepaid courier, on the day it was delivered; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 <u>References</u>

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

7.02 Construction

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

7.03 <u>No Limitation</u>

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

7.04 Terms Mandatory

The words "must" and "will" are to be construed as imperative.

7.05 Statutes

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

7.06 Entire Agreement

- (a) (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.
- (b) (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 8030 8123.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- 1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- 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. ______ (together, the "Prior Charge");
- 3. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- 4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

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.

- END OF DOCUMENT -

414 Good Neighbour Requirements for Employment Zones and Village Commercial

Zones (Bylaw 7831, 7886, 7887)

The following standards provide a quantifiable method of ensuring that the impacts of the activities occurring on one parcel do not impact adjacent parcels. These regulations apply only to those parcels referenced in the Employment Zones and Village Commercial Zones. (Sections 600-A, 600-B, 750 and 770).

Unless otherwise stated in this Bylaw, the following measurements are to be taken at the property line, facing towards the source of the item being measured:

- a) Noise: No continuous sound generated on a parcel may exceed a sound level of 60 during the day and 55 at night. For the purpose of this section 414(a), the terms "continuous sound", "day", "night" and "sound level" have the meanings given to them in Noise Regulation Bylaw No. 7188.
- b) Lighting and glare: man-made light occurring on a parcel, shall not exceed 20 lux maximum (2.0 foot candles) when measured vertically at 1.5 metres in height along the parcel property line, with readings taken with the light meter aimed directly at the light source. Exemptions: where the lighting is a legislated requirement, such as emergency exit lighting, the lighting will be exempt from this regulation.
- c) Air Quality: No air contaminants generated on a parcel may exceed the mean air quality level calculated as the average of at least 6 air quality level measurements taken at approximately even intervals during the averaging time set out in column two below shall not exceed the air quality level stipulated in column three below:

Air Contaminant	Averaging Time	Air Quality Level (ug/m ³)
Carbon monoxide	1-hour	30,000
Nitrogen dioxide	1 hour	200
Sulphur dioxide	1 hour	450
Ozone	8 hour	126
Inhalable particulate matter (PM ₁₀)	24 hour	50
Fine particulate matter (PM _{2.5})	24 hour	25

Please Note: These regulations work hand in hand with the existing Noise Regulation Bylaw and Nuisance Abatement Bylaw, as well Metro Vancouver's air quality regulations.

April 2011

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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 23, 2015 commencing at 7:00 p.m.

Present: Acting Mayor L. Muri Councillor R. Bassam Councillor M. Bond (7:01 pm) Councillor J. Hanson Councillor R. Hicks (7:01 pm) Councillor D. MacKay-Dunn

Absent: Mayor R. Walton

Staff:

Mr. B. Bydwell, General Manager – Planning, Properties & Permits
Mr. D. Milburn, Deputy General Manager – Planning, Properties & Permits
Mr. D. Desrochers, Manager – Engineering Projects & Development Services
Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Mr. D. Allan, Planner
Ms. S. Dale, Confidential Council Clerk

Ms. N. Foth, Transportation Planning Technologist

The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)

Purpose of Bylaw:

Bylaw 8122 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD90) and rezone the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to allow the development of a mixed use, commercial/residential project.

1. OPENING BY THE MAYOR

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

Acting Mayor Muri stated the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;

- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- · Any additional presentations will only be allowed at the discretion of the Chair; and,
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated the following:

- Council is here to listen to the public, not to debate the merits of the bylaw;
- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- This Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw stating that Bylaw 8122 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD90) and rezone the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to allow the development of a mixed use, commercial/residential project.

3. PRESENTATION BY STAFF

Mr. Doug Allan, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Mr. Allan advised that:

- The site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue;
- The site consists of two commercial parcels occupied by a grocery store and a medical/dental professional office building and four single family residential lots;
- The remainder of the site consists of commercial properties to the south, single family residential lots and St. Catherine's Church to the north, single family lots and Highlands United Church to the west, and developed single family lots and the Edgemont Senior Living project site to the east;
- The site is designated Commercial Residential Mixed Use Level 1 in the Edgemont Village Centre Plan and Design Guidelines which permits a maximum density of 1.75 FSR;
- Under the Edgemont Village Centre Plan, building height on this site is limited to three storeys with the provision for a partial fourth level provided that the project

design is exemplary and achieves other urban design objectives relating to view and sunlight preservation and the provision of public open spaces and other amenities;

- The proposal addresses the land use designation and building heights in the Edgemont Village Centre Plan;
- The proposal involves the development of a mixed use project containing a new Thrifty's grocery store, a restaurant and possibly, a pharmacy, as well as other unspecified commercial uses, and a total of 82 apartment and townhouse units above;
- The townhouses are primarily three bedroom units ranging in size from 831 sq. ft. to 1,537 sq. ft;
- The apartments are primarily two bedroom units ranging in size from 744 sq. ft. to 1,509 sq. ft;
- The apartment units have been designed to address the District's Adaptable Design Guidelines including 50% Level 1B units, 40% Level 2 units and 10% Level 3 units;
- A total of 371 parking spaces are provided;
- In order to make more efficient use of the total parking, the applicant proposes to allow for the shared use of the residential visitor spaces with commercial patrons;
- As proposed, the project contains 46 commercial bike parking spaces and a total of 113 residential bike parking spaces;
- The proposal includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds, and street furniture;
- A main gateway plaza and two smaller plazas are proposed;
- Other benefits of the project include improvements to the local infrastructure, bike lanes on both Ridgewood Drive and Ayr Avenue and improvements to the transit stop design on Edgemont Boulevard;
- The Community Amenity Contribution is estimated at approximately \$1.47 million and Development Cost Charges of \$1.1 million;
- Bylaw 8122 proposes a new CD90 zone and rezones the development site from C2 and RSE to CD90;
- The CD90 zone establishes the range of commercial and residential uses permitted as well as the development regulations for height, building and site coverage and outdoor customer service areas;
- The CD90 zone also establishes a minimum bicycle requirement of 1 space/unit for residential uses;
- Implementation of this project also requires the adoption of a Housing Agreement Bylaw;
- The applicant is aware of the issues surrounding construction of the project and the importance of mitigating impacts on the community;
- The applicant is working closely with staff to develop a Construction Management Traffic Plan that will take into consideration construction of the Edgemont Senior Living project as well as the Capilano Watermain replacement project;
- A facilitated Early Input Opportunity was held in May 2014 and a facilitated Public Information Meeting was held on March 4, 2015 and both meetings were well attended by members of the public; and,
- Issues of concern raised include: design elements; the partial fourth floor; noise
 associated with the outdoor seating area; the need to ensure a variety of retail unit
 sizes; construction; parking; traffic; and, bus improvements.

4. PRESENTATION BY APPLICANT

Mr. Marc Josephson, Grosvenor Americas:

- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- · Opined that the proposed development will provide a true community gateway;
- Advised that the proposed development will be staggered with the construction of surrounding projects including Edgemont Senior Living and William Griffin Recreation Centre;
- Advised that Grosvenor is working with District Engineering staff to develop a final Construction Traffic Management Plan;
- Noted that a new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive will be installed to improve the flow of traffic;
- Stated that Grosvenor has committed to providing 213 public parking spaces free of charge;
- Commented that the proposed development will provide a variety of housing options targeted to a variety of users; and,
- Advised that housing will range in price from \$500,000 to over \$1 million.

Mr. Keith Hemphill, Rositich Hemphill Architects:

- · Provided history and context of the proposed project;
- Noted that the developer has worked with the community to address their needs;
- Provided an architectural update on the proposed buildings;
- Commented that the grocery store, with the exception of the entrance, is hidden behind the other commercial spaces and is partially buried due to the sloping grade on the site;
- Advised that the proposed commercial building is a three storey structure with a
 partial fourth level that occupies an area roughly equivalent to 14% of the site area;
- · Spoke to the character of the project; and,
- Stated that the Advisory Design Panel unanimously supported the project.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Adrian Chaster, 3000 Block Crescentview Drive:

- · Spoke in support of the proposed development;
- · Expressed concern with the height of the proposed fourth level;
- Opined that 52 ft. is too high;
- Requested that a covenant be required to ensure the developer provides 213 free parking spaces; and,
- Commented that the Edgemont and Upper Capilano Community Association would like to continue to be involved in this process.

5.2. Mr. Robin Delaney, 4300 Block Skyline Drive:

- Spoke on behalf of the Edgemont Village Merchants;
- · Spoke in support of the Grosvenor project;
- · Commented that the community has been engaged; and,
- Requested that additional projects not commence until the completion of the Grosvenor development.

IN FAVOUR

5.3. Mr. Jason Black, 900 Block Fairmount Road:

- Commented that the proposed development will bring the Edgemont community together;
- Opined that the Grosvenor project is a much-needed refresh for the Edgemont community;
- · Opined that the partial fourth level is a reasonable and acceptable height;
- Opined that traffic lights at the intersection of Edgemont Boulevard and Ridgewood Drive would help to resolve the traffic issues; and,
- Commented that the proposed development would allow residents to downsize in their community.

5.4. Ms. Lauren Henderson, 1000 Block Ridgwood Drive: IN FAVOUR

- Stated that her property is significantly impacted by the proposed rezoning on Ridgewood Drive;
- · Commented that she is generally in favour of the renewal in the village;
- Commented that the proposed development negatively affects the value of her property; and,
- Requested that Council include the three single family homes that are directly
 affected, in the rezoning proposal.

5.5. Mr. Jason Madill, 5000 Block Redonda Drive:

- Spoke in support of the proposed development;
- Commented on the benefits that additional underground parking spaces will provide to the community;
- · Spoke in support of a full service grocery store;
- Commented that the proposed development will provide attractive and affordable housing options; and,
- Commented that the proposed development would allow residents to downsize in their community.

5.6. Ms. Lee Tty Huang, 3000 Block Highland Boulevard:

- · Spoke in support of the Grosvenor proposal;
- Suggested that the proposed development will unite the four corners of the village;
- · Commented on the innovation and modernism of the Grosvenor proposal;
- Spoke to the benefits of having a full service grocery store;
- Commented on the benefits that additional underground parking spaces will provide to the community;
- Noted that the proposed development will provide housing for both young families and residents looking to downsize; and,
- Opined that traffic will only be a short term inconvenience during the construction phase.

Councillor HICKS left the meeting at 8:06 pm and returned at 8:09 pm.

5.7. Mr. Cam Claton, 1200 Block Bracknell Place:

- Spoke in support of the Grosvenor project;
- · Opined that the proposed development will refresh the village; and,

IN FAVOUR

onosal.

IN FAVOUR

IN FAVOUR

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 Commented that the proposed outdoor seating will provide vibrancy to the community.

5.8. Ms. Natalie Genest, 500 Block Palisade Drive:

- Spoke in support of the proposed project;
- Commented that the proposed development will provide an opportunity for aging residents to stay within their community;
- Spoke to the benefits of increased parking spaces;
- Commented on the importance of having a full service grocery store; and,
- Opined that mixed-use housing will provide more affordable housing options for younger families.

5.9. Mr. Steve Duvard, 500 Block Alpine Court:

- Spoke in support of the proposed development;
- Commented on the importance of providing affordable housing; and,
- · Opined that the proposed development will be a tremendous addition to the area.

5.10. Mr. Bo Jarvis, 900 Block Kennedy Avenue:

- Commended the applicant on the comprehensive public engagement process;
- Opined that the four way traffic light will help traffic immensely;
- Suggested that the proposed development will diversify the housing stock in Edgemont Village:
- Opined that free parking is a significant contribution to the community;
- Acknowledged that the proposed development will provide long-term jobs in the community; and,
- Suggested a pub be considered in the Edgemont area.

5.11. Mr. Vladimir Ciche, 900 Block Tudor Avenue:

- Opined that the project does not have an unique design; and,
- Expressed concern with traffic issues.

5.12. Ms. Dale Sherman, 2900 Block Newmarket Drive;

- Commented that the proposed development allows for a variety of housing options;
- Commented that by nestling the grocery store into the building, it allows for additional street-front retail and services and eliminates the "big box" look;
- Commented on the need for more available parking spaces;
- Commented that the proposed development will provide another gathering place at the north entrance to the village;
- Noted that Grosvenor has listened to the concerns of the village residents and have refined their plans based on feedback;
- · Urged the District to work with Grosvenor to ensure that the Traffic Management Plan addresses the interim issues of coordinating construction and allowing for the smooth flow of residential and commercial traffic; and,
- Spoke in support of the proposed development.

5.13. Ms. Roberta Perrin, 1000 Block Belmount Avenue:

IN FAVOUR Commented that Grosvenor has taken into consideration the resident's needs;

IN FAVOUR

IN FAVOUR

OPPOSED

IN FAVOUR

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5.19. Ms. Sheila Wareing, 3300 Block Wayne Drive:

 Commented that the proposed development would allow residents to age in their community;

Suggested that Thrifty's Food will create employment opportunities; and,

5.18. Ms. Louise Ranger, 100 Block West 1st Street: · Spoke on behalf of the North Vancouver Chamber of Commerce;

- 5.17. Mr. Ryan Cundal, 5200 Block Cliffridge Avenue: Spoke in support of the proposed development;

 - · Commented that additional underground parking is an asset: and.

Spoke to the benefits of seniors aging in their community.

Opined that a traffic light will improve traffic flow;

- 5.16. Mr. Ray Mattinson, 1200 Block Nester Street, Coquitlam: Spoke on behalf of Thrifty's Food; Spoke in support of the proposed development;
- Requested that a covenant be required to ensure the developer provides 213 free parking spaces.

· Requested a covenant be signed before the adoption of the bylaw to ensure

Opined that the full service grocery store will be an asset to the community;

Spoke to the benefits that additional parking space will provide.

In response to a question from Council regarding the potential issue of noise impacts associated with a restaurant, staff advised that the Noise Regulation Bylaw can be enforced to address issues. Staff can also investigate potential noise impacts and how

In response to a question from Council, staff advised that the three single family homes located on Ridgewood Drive were not identified for rezoning. Rezoning these sites was not consistent with the vision of the Edgemont Village Refresh Plan & Design Guidelines.

5.15. Mr. Grig Cameron, 1000 Block Clements Avenue:

- Spoke in support of the proposed development;

5.14. Mr. Peter Thompson, 900 Block Clements Avenue:

in the variety of housing options;

and,

they can be mitigated.

project; and,

free public parking is provided by the developer.

Stated that the lack of parking in the village is a serious issue; and,

- Commented that the proposed development will provide a social gathering space; and,
- Commented that the proposed development will provide employment opportunities to local residents.

Suggested a pub be included in this proposal.

IN FAVOUR

IN FAVOUR

IN FAVOUR

IN FAVOUR

Commented that additional free parking is a key component to the proposed

IN FAVOUR

Commented that the proposed development will provide a significant increase

- Stated that change is inevitable; and.
- Noted that the proposed development would provide a mix-use of housing.

5.20. Mr. Dereck Gerch, 1400 Block Lang Drive:

- · Questioned whether priority would be given to residents of Edgemont Village wanting to purchase the proposed units; and,
- Expressed concern with the cost of the units.

5.21. Mr. Callum Milley, 3100 Block Beverly Crescent:

- Spoke in support of the proposed development; and,
- Expressed concern with the cost of the proposed buildings.

5.22. Ms. Marie Scott, 900 Block Melbourne Avenue:

- Spoke in support of the proposed development;
- Noted that Thrifty's Food will create employment opportunities for local residents;
- Stated that traffic and parking issues have been addressed by the developer; and.
- Commented that the proposed development will provide a variety of housing options.

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

- · Requested a covenant be signed to ensure free public parking is provided by the developer;
- Expressed concern with the height of the parkade; and,
- Opined that a large grocery store in Edgemont Village is not needed.

5.24. Mr. Brian Platts, 3100 Block Pemberton Crescent:

- Spoke in support of the proposed development;
- · Commented on the importance of a covenant to ensure free public parking is provided by the developer; and,
- Expressed concern with the proposed traffic light.

5.25. Mr. Corrie Kost, 2800 Block Colwood Drive: SPEAKING A SECOND TIME

- Expressed concern with the proposed traffic light;
- Commented that the proposed development will allow residents to age in place;
- Opined that the housing stock will not be diversified;
- Opined that the proposed development is not affordable; and,
- Spoke in support of the proposed development.

6. QUESTIONS FROM COUNCIL

In response to a question from Council, staff advised that there will be two sets of stairs and an elevator in the underground parkade.

Staff advised that there are currently 70 commercial parking stalls in Edgemont Village. The proposed development will provide 213 commercial parking stalls.

COMMENTING

IN FAVOUR

COMMENTING

IN FAVOUR

In response to a question from Council, the developer clarified that 80% of Grosvenor Ambleside has been sold to local residents, 5% to developers, and 0% to Grosvenor employees.

Staff advised that the grocery store will use a combination of escalators, cartveyors, and separate elevators.

Council requested that staff provide information with regards to a covenant addressing potential noise issues created by the proposed restaurant.

Council requested that staff report back on the covenant required to secure the underground parking spaces.

7. COUNCIL RESOLUTION

MOVED by Councillor BASSAM SECONDED by Councillor HICKS THAT the June 23, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)" be returned to Council for further consideration.

CARRIED (9:17 p.m.)

CERTIFIED CORRECT:

Confidential Council Clerk

Public Hearing Minutes - June 23, 2015

AGEND	AINFORMATION	\mathcal{O}		110
Regular Meeting Workshop (open to public)	Date: June 1, 2015 Date:		GM/ Director	CAO

The District of North Vancouver REPORT TO COUNCIL

ATTACHMENT	E
ALIMOTIMENT	

May 14, 2015 File: 3060-20/54.14

AUTHOR: Doug Allan, Community Planner

SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260 EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)

RECOMMENDATION:

It is recommended that:

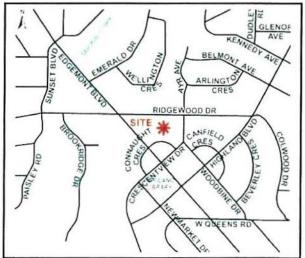
- Bylaw 8122 which rezones the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to enable the development of a mixed use commercial/residential project, be given FIRST Reading;
- 2. Bylaw 8123, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading; and
- 3. Bylaw 8122 be referred to a Public Hearing.

REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing to amend the site's zoning (Bylaw 8122) to enable the development of a mixed use commercial/residential project. Associated with the rezoning bylaw is a Housing Agreement Bylaw (Bylaw 8123) to prevent future rental restrictions.

SUMMARY:

Edgemont Village BT Limited proposes to redevelop 2 commercial properties and 4 residential lots at



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Page 2

at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive, for a 3 storey building with a partial 4th level. The proposed project consists of approximately 6518m² (70,162ft.²) of gross commercial space, including a new grocery store, plus 89 apartment and townhouse units, over underground parking. Implementation of the project requires rezoning to a new Comprehensive Development Zone 90, (Bylaw 8122), a Housing Agreement (Bylaw 8123), issuance of a development permit and lot consolidation the lots. Bylaws 8122 and 8123 are recommended for First Reading and Bylaw 8122 is recommended for referral to a Public Hearing.

EXISTING POLICY:

Official Community Plan

The subject properties are designated in the OCP and the Edgemont Village Centre Plan as *Commercial Residential Mixed Use Level 1*. This designation is "…*intended predominantly* for general commercial purposes, such as retail, service and offices throughout the District. Residential uses above commercial uses at street level are generally encouraged. Development in this designation is permitted up to approximately 1.75 FSR.".

The Edgemont Village Centre Plan and Design Guidelines envisions commercial/residential mixed use 3 storey development at the site but includes the potential for a partial 4th level under specified conditions. The Plan encourages commercial/mixed use developments to have active ground floor retail frontages which contribute towards pedestrian amenity and Village ambience and to incorporate local serving stores. The Plan specifically encourages the provision of a supermarket along with other services including pharmacy, dental/medical services, pub or restaurant. The proposal meets the goals of the OCP and the Edgemont Village Centre Plan and Design Guidelines.

Zoning

The development site is zoned General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) as shown on the accompanying map. In Edgemont Village, commercial density is limited to an FSR of 1.0 and height shall not exceed 2 storeys or 7.6m (25ft.).

To implement the proposed project, Bylaw 8122 establishes a new Comprehensive Development Zone 90 (CD90) tailored specifically to this project.



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Development Permit Areas

The subject site is designated as Development Permit Areas for:

- · the Form and Character of Commercial and Mixed-Use Buildings; and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

In addition, the site is subject to the Edgemont Village Centre Plan Design Guidelines. A development permit report outlining the project's compliance with the applicable Development Permit Area and Village Centre Plan design guidelines will be provided for Council's consideration should the rezoning proceed.

Strata Rental Protection Policy

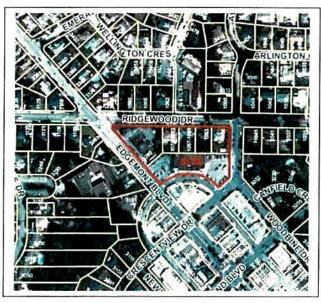
Corporate Policy 8-3300-2 ("Strata Rental Protection Policy") applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8123 is provided for Council's consideration.

ANALYSIS:

1. The Site and Surrounding Area:

As illustrated on the aerial photograph, the site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue. The site consists of: 2 commercial (C2) parcels occupied by a grocery store and a medical/dental professional office building; and, 4 single family residential lots, zoned RSE. The total development site is 8603m² (92,599ft.²) in area.

Surrounding development consists of: commercial properties to the south;



single family residential lots and St. Catherine's church to the north; single family lots and Highlands United Church to the west; and, developed single family lots and the Edgemont Senior Living project site to the east.

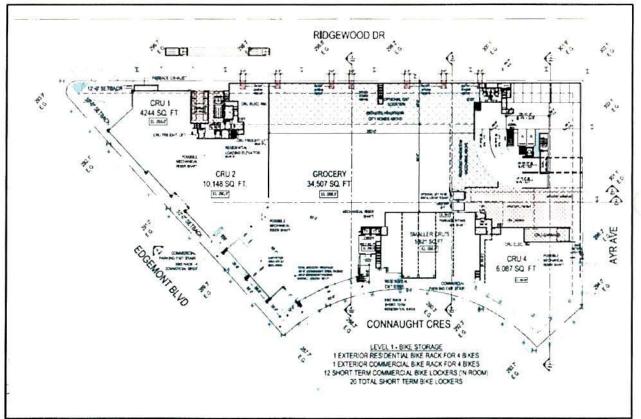
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2. Project Description

a) Site Plan/Building:

The proposal involves the development of a mixed use project containing a new Thrifty's grocery store and additional unspecified commercial uses with a total of 89 apartment and townhouse units above. The net building area of the project is 14,368m² (154,656ft.²) which results in a floor space ratio of approximately 1.67.



SITE PLAN - COMMERCIAL LEVEL

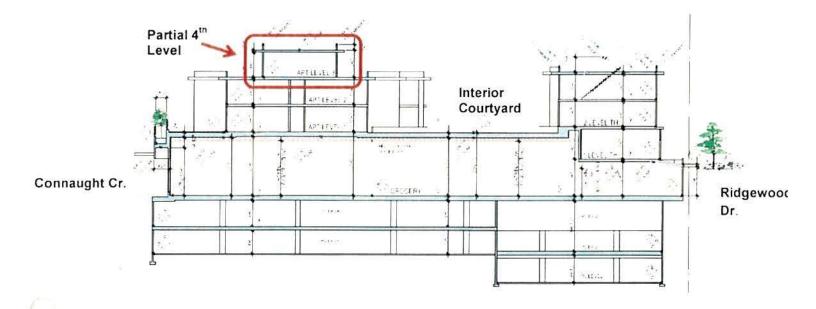
The residential component consists of: 23 one and two storey townhouse units located on Ridgewood Drive, ranging between 759ft.² and 1541ft.² in size; and, 66, one, two and three bedroom apartment units between 710ft.² and 1,320ft.² in size.

Under the Edgemont Village Centre Plan, building height on this site is limited to 3 storeys with the provision for a partial 4th level provided that the project design is exemplary and achieves other urban design objectives relating to view and sunlight preservation and the provision of public open spaces and other amenities. The majority of the building is 3 storeys in height, with a partial 4th floor located along a portion of Connaught Crescent, adjacent to Ayr Avenue.

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The following image is a cross-section through the site illustrating the key components of the project.



The following image illustrates the partial 4th level as viewed from Connaught Crescent



CONNAUGHT CRESCENT SHOWING PARTIAL 4TH LEVEL

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The following images illustrate several of the exterior elevations of the project:



VIEW SOUTH ALONG EDGEMONT BOULEVARD



SOUTHWEST CORNER - EDGEMONT AND CONNAUGHT

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CONNAUGHT CRESCENT ELEVATION



TOWNHOME ELEVATION - RIDGEWOOD DRIVE

May 14, 2015

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b) Parking/Bicycle Parking:

Parking for this project will be provided in accordance with the commercial and residential ratios established in Bylaw 8122. The bylaw proposes that parking for the residential component be provided at a ratio of 1 space per unit + 1 space for each 100m² (1,076ft.²) of net residential floor area, including 9 visitor spaces at a ratio of 0.1 spaces per unit. Based on a project with 89 residential units, the total residential requirement, including 9 visitor spaces, is 172 spaces. The commercial requirement is 213 spaces resulting in a total project requirement of 385 spaces.

In order to make more efficient use of the total parking, the applicant proposes to allow for the shared use of the residential visitor spaces with commercial patrons and reduce the total commercial requirement of 213 spaces by that number of spaces. Staff are supportive of this approach as under normal conditions, the peak demand period for each use do not coincide. A section 219 covenant will be required to establish this shared arrangement.

While Bylaw 8122 specifies a maximum number of 90 residential units, the applicant is reviewing unit sizes and the final number of units could be less than that number. As a result, the actual number of residential and residential visitor parking spaces could change through the development permit process.

The Zoning Bylaw requires that bicycle parking for residential uses be provided at 0.2 spaces/unit. The proposed CD90 Zone requires that residential bicycle parking be provided at a minimum of 1 space/unit. The bicycle parking requirement for commercial uses is 12 spaces, based on a ratio of 1 space/500m² (5,382ft.²) for a total minimum residential and commercial requirement of 101 spaces. The applicant is working to exceed the bicycle parking requirements and final bicycle parking will be reported at the Development permit stage.

Loading areas for the commercial/retail units are located on Ayr Avenue with a secondary commercial/residential loading bay and an additional solid waste pickup area off of Ridgewood Drive. The secondary loading bay is located at the residential elevator and will accommodate residential moving vehicles.

c) Landscaping:

The landscape plan includes streetscape improvements such as street trees, planting beds and wider sidewalks. As illustrated in the following image, the landscape concept also incorporates a village gateway plaza at the corner of Edgemont Boulevard and Ridgewood Drive which has been identified as an area for a public art installation and gateway signage. Two smaller plazas at each corner on Connaught Crescent are proposed to expand the pedestrian streetscape realm in accordance with the Edgemont Village Centre Plan and Design Guidelines.

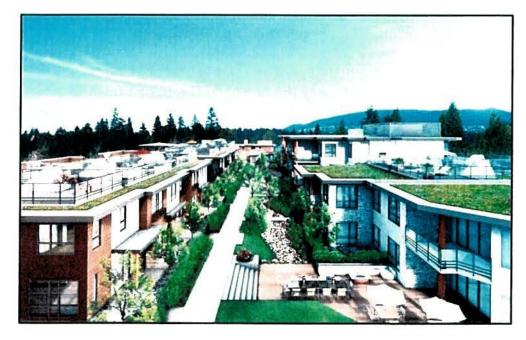
May 14, 2015

Page 9

The landscaping concept also includes a private courtyard on the roof of the grocery store which represents a significant amenity for the project residents. This secured courtyard is accessed from Ridgewood Drive and also provides access to the two storey townhouses. The roof of the townhouse units and the west apartment level both have green roofs with roof decks as an additional private amenity.



LANDSCAPE PLAN



VIEW EAST ALONG INTERIOR COURTYARD

May 14, 2015

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d) Accessible Units

The apartment units have been designed to address the District's Adaptable Design Guidelines including 50% Level 1B units, 40% Level 2 units and 10% Level 3 units. Some of the single level townhouses on Ridgewood Drive will be accessible from the street. The lower floor of the two storey townhouses will be accessible by elevator from the underground parking lot to the courtyard elevation.

With the approval of the new Accessible Design Guidelines, this in-stream application will have the choice to work with the new guidelines or meet the old requirements. Staff will continue to work with the applicant to ensure that opportunities for meeting the objectives of the new guidelines are considered and compliance with the accepted standards will be incorporated into the Development Covenant.

Reduced copies of site, architectural and landscape plans are included as <u>Attachment A</u> for Council's reference.

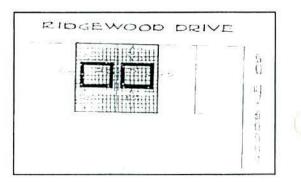
IMPLEMENTATION:

Implementation of this project requires Council's consideration of rezoning (Bylaw 8122), (Housing Agreement Bylaw, (Bylaw 8213) and, issuance of a development permit. In addition, lot consolidation and registration of a Development Covenant will be required.

Bylaw 8122 (<u>Attachment B</u>) rezones the subject property from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to a new Comprehensive Development 90 Zone (CD90) tailored specifically to this project which:

- establishes the permitted principal and accessory land uses;
- establishes a base density (Floor Space Ratio) of 1.0;
- requires a housing agreement and a community amenity contribution to support an FSR increase to 1.67;
- establishes building coverage, setback and building height regulations;
- · requires compliance with acoustic requirements; and
- establishes parking and bicycle parking regulations unique to this project.

The Zoning Bylaw presently includes a Plan Section Page which establishes siting areas for two of the residential lots within the development site, illustrated on the accompanying plan. Bylaw 8122 replaces the current page with a revised page deleting this siting area plan.



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Page 11

Bylaw 8123 (<u>Attachment C</u>) authorizes the District to enter into a Housing Agreement to ensure that the proposed units may be used for rental purposes.

The Development Covenant will include requirements for:

- lot consolidation;
- a green building covenant;
- a stormwater management covenant;
- a construction management plan; and
- a statutory right-of-way for public sidewalks and plaza spaces.

COMMUNITY AMENITIES/PUBLIC ART:

Bylaw 8122, rezoning the site to CD90, is an amenity bylaw that links the proposed density to the provision of amenities. The Community Amenity Contribution is based on \$15.00/ft.² of the increased residential floor area over the base density which amounts to \$1,468,230. In keeping with the Edgemont Village Centre Plan, this project will contribute towards community amenities and the zoning provisions note that the District may use the CAC funds for any of the following:

- public art;
- park, trail, off-site plazas, environmental or other public realm improvements;
- · municipal or recreation service or facility improvements; or
- the affordable housing fund.

As part of the overall Community Amenity Contribution, a public art budget has been established at approximately \$230,000. A public art plan has been developed which proposes two art installations, with the majority of the funds directed to the Edgemont Boulevard/Ridgewood Drive gateway corner and the remainder to an art element at the main residential entry on Connaught Crescent. The main gateway project is intended to serve as an 'outdoor living space' for the neighbourhood promoting social interaction. The secondary installation is intended to distinguish the entry from the abutting commercial spaces and reinforce the public view of the residential entry. The Plan was presented to the Public Art Advisory Committee on May 13, 2015 and the Committee supported the direction proposed. A maintenance covenant will be required to ensure that the owners maintain the art installations.

OFF-SITE IMPROVEMENTS:

The application includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds and street furniture. In addition, the applicant will:

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- install three public plazas as described above;
- improve the downstream wetland in Murdo Frazer Park;
- repave all roads adjacent to the site;
- remove the existing overhead power lines and poles on Ridgewood Avenue and provide a new, underground service;
- install new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive if warranted following the temporary signalization installed for the Capilano watermain project;
- eliminate the existing right-turn lane from Edgemont Boulevard to Ridgewood Drive as part of the intersection improvement; and
- expand and improve the existing transit stop on Edgemont Boulevard to increase the number of buses that can be accommodated.

FINANCIAL

In addition to the \$1,468,230 of CAC funds, the project will contribute approximately \$1,100,000 in Development Cost Changers and \$770,000 in off-site engineering improvements.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory for projects requiring rezoning. The applicant is targeting the 'Gold' building performance standard under the LEED CanadaTM – New Construction rating system. The applicant has been requested to provide a complete checklist and an energy modelling report confirming that the project will meet the energy performance baseline and staff will report on this issue at the development permit stage. The Development Covenant will require the applicant to enter into a Green Building covenant to ensure that the accepted energy and building performance targets are achieved.

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment Services, Permits, Parks, Engineering, Policy Planning, Urban Design Planning, Transportation Planning, the Fire Department, the Legal Department and the Arts Office.

Advisory Design Panel

The application was considered by the Advisory Design Panel on February 12, 2015 and the Panel recommended approval of the project subject to addressing a number of items to the satisfaction of staff, regarding: building elevations, vehicle entrances, the main gateway and secondary plaza spaces, landscaping, building materials and signage.

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The applicant has made and continues to make, revisions to the project to address items raised by the Panel and staff. Addressing these issues represents a refinement to the design that will not affect the basic form and character of the project. The final refinements will be reported on at the development permit stage.

PUBLIC INPUT:

A facilitated Public Information Meeting was held on March 4, 2015 attended by 230 members of the public. One hundred written submissions were submitted. Based on the written input received during the public input period, the majority, (63%) expressed support for the redevelopment of the site, including: the replacement of the food store; the provision of housing options and the opportunity to expand the range of uses in the Village, in particular, restaurant space. Comments in support also included suggestions for other uses such as a medical clinic/community health practice, garden centre and pub/wine bar/bistro.

Issues of concern raised in the comments include: design elements; the partial 4th floor; noise associated with the outdoor seating area; the need to ensure a variety of retail unit sizes; construction; parking; traffic; and, bus improvements.

A copy of the facilitator's report is included as Attachment D.

CONSTRUCTION MANAGEMENT PLAN:

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer is working with Engineering staff to develop final construction traffic management plan. The plan must minimize construction impacts on pedestrian movement and vehicular traffic. The Development Permit and Development Covenant require that this plan be accepted by the District prior to the issuance of a building permit and the commencement of any site preparation, servicing or building demolition works.

This plan must provide details regarding:

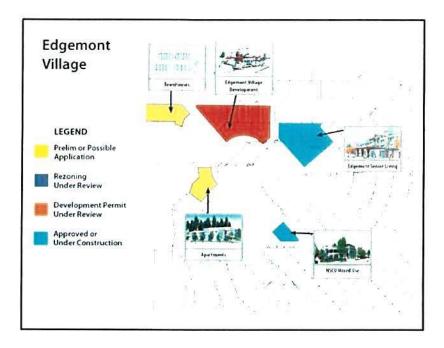
- 1. a construction schedule (no construction on-site during the Capilano watermain replacement traffic diversion);
- a plan to coordinate with other projects in the area or those affecting the transportation network (including Edgemont Senior Living and the Capilano Watermain Replacement Project);
- 3. construction site access and egress;
- 4. estimated traffic generated by the site during construction;
- 5. proposed truck routing and staging plan;
- 6. proposed crane assembly and/or concrete pouring sites;
- how traffic of all types (vehicle, transit, cyclists, pedestrians) will be managed around the site;
- 8. a plan to monitoring and minimize impacts upon the community;

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- 9. the location of an off-street area for parking worker/trades vehicles; and
- 10. a plan to enable communication with neighbours and other stakeholders.

The site is shown below in relation to other construction projects and potential development projects. At this time we are not expecting major civil infrastructure work in the immediate area. The Capilano watermain replacement project will result in the diversion of traffic to Ridgewood Drive and Highland Boulevard between August 2015 and January 2016 and construction activity on the subject site will not occur during this time period. The applicant has been attending meetings on the watermain project and is aware of community concerns regarding construction conflicts. Construction on the Edgemont Senior Living project will be commencing shortly upon issuance of a building permit.



CONCLUSION:

This project is consistent with the directions established in the OCP and the Edgemont Village Centre Plan and Design Guidelines. It addresses OCP housing policies related to the provision of additional housing options and proposes a range of commercial uses as encouraged in the Village Centre Plan. In addition, the project will result in significant upgrades to the public realm to create opportunities for an animated streetscape as envisioned in the Plan, improve local utility services and, contribute significantly to amenities in the Village. As a result, staff support the rezoning to permit the redevelopment of the subject properties and the project is now ready for Council's consideration.

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OPTIONS:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8122 and 8123 and refer Bylaw 8122 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaws 8122 and 8123 at First Reading.

Respectfully submitted,

Doug Allan Community Planner Attach. A – Reduced Project Plans B – Bylaw 8122 (Rezoning Bylaw) C - Bylaw 8123 (Housing Agreement Bylaw) D – Public Information Meeting Facilitator's Report

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	G Finance	S Health
Engineering Operations	Gamma Fire Services	RCMP
Parks & Environment		Recreation Com
G Facilities	Solicitor	G Museum & Arch
Human resources	GIS	Other:









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1. Connaught Crescent View Looking East

2. Connaught Crescent View Looking West





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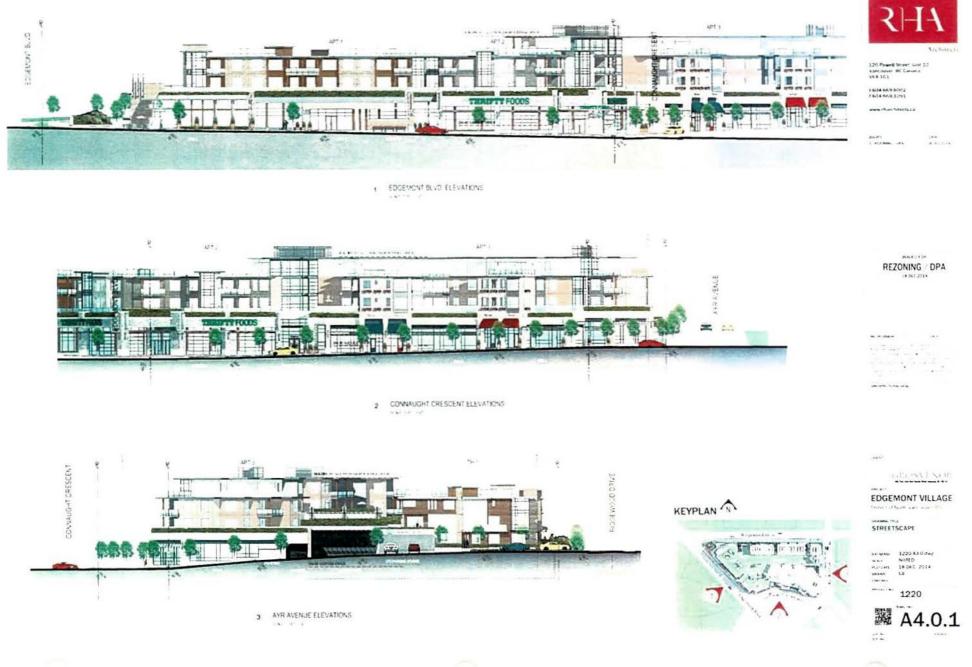
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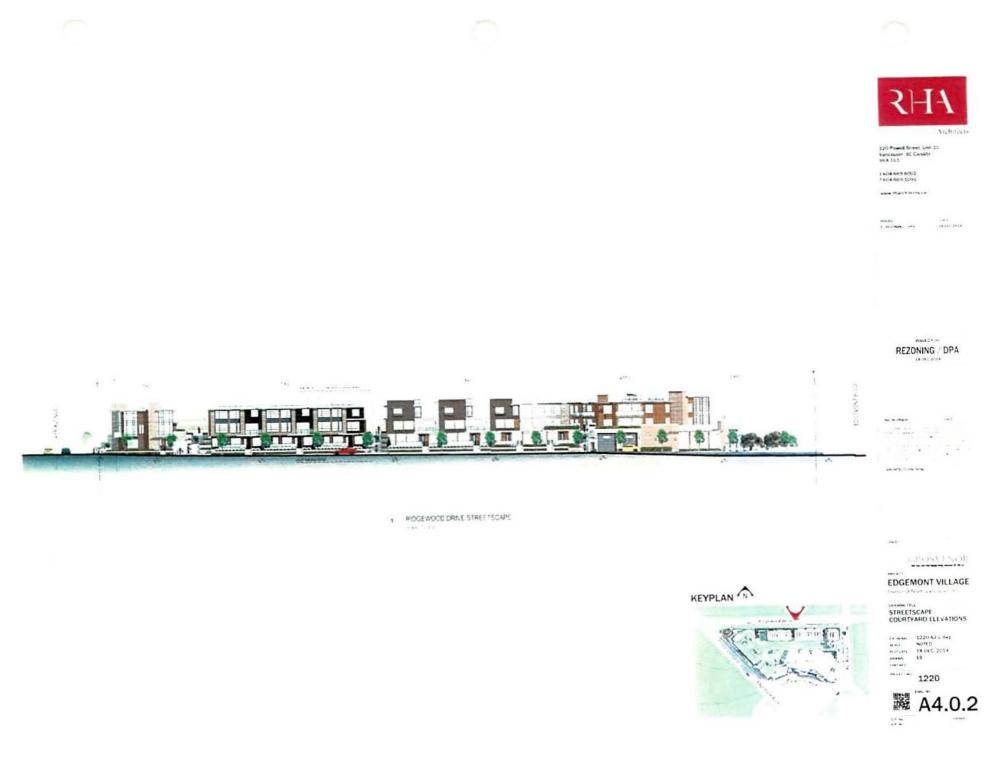
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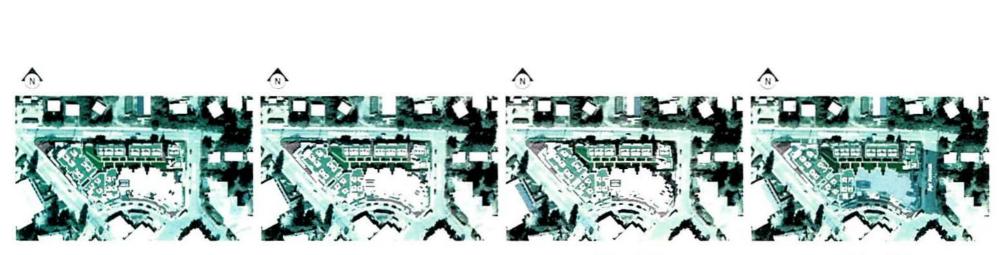


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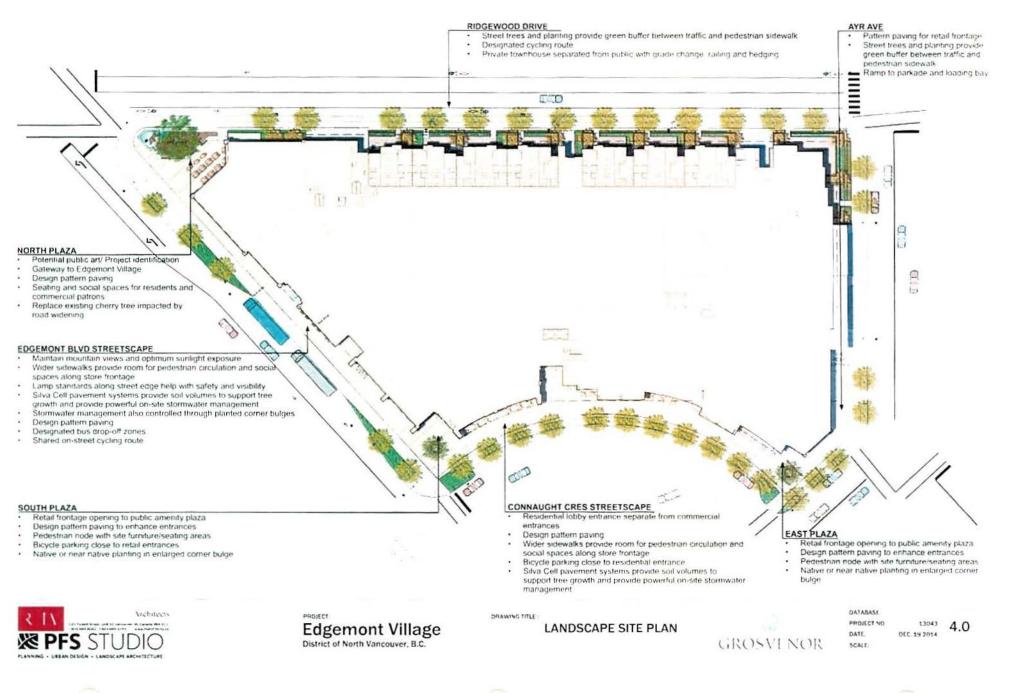
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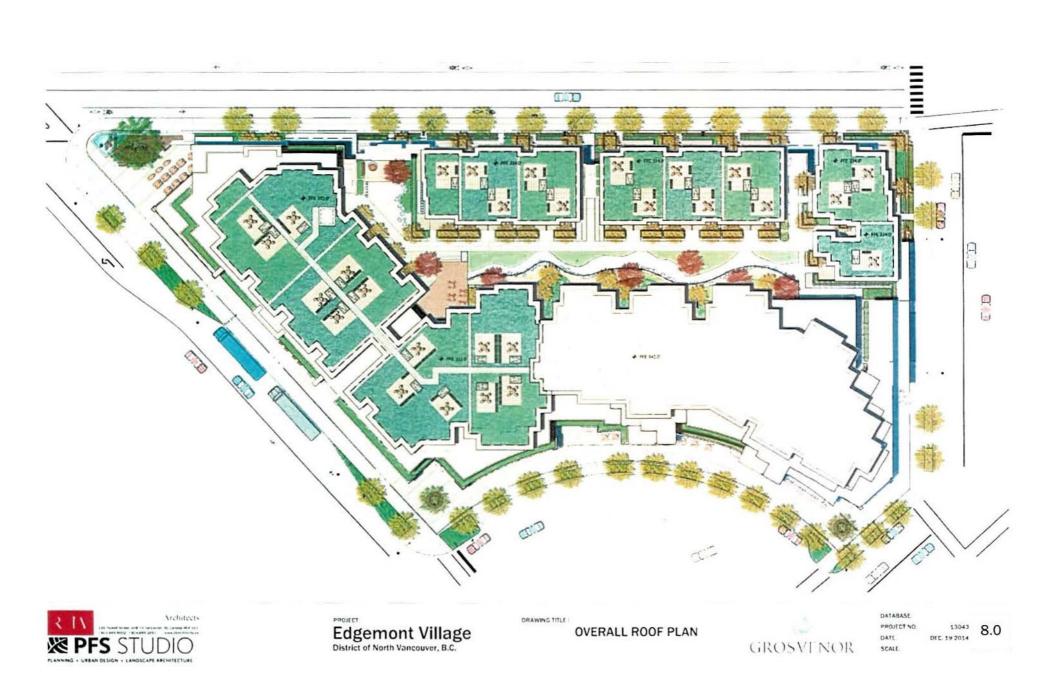
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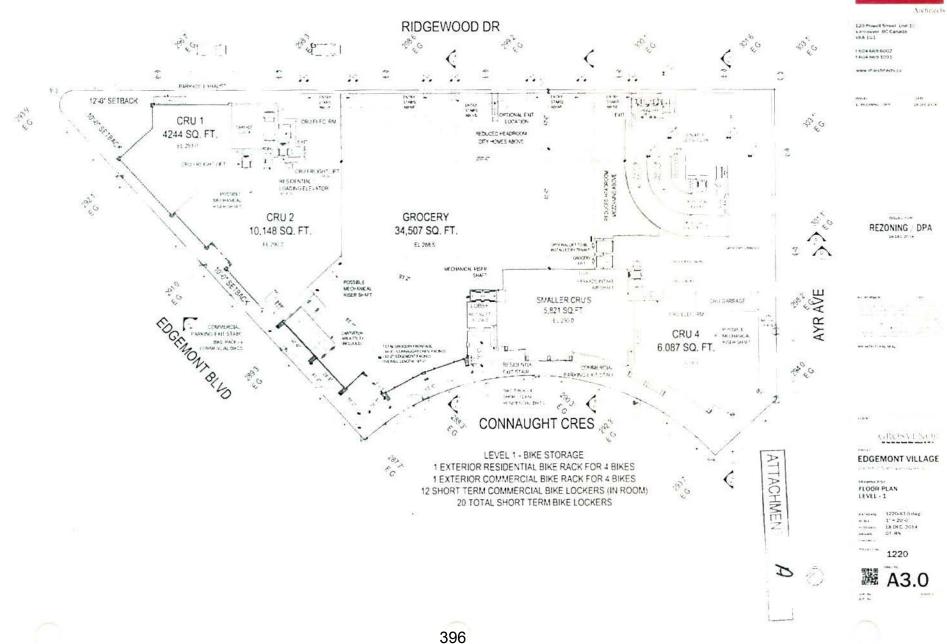
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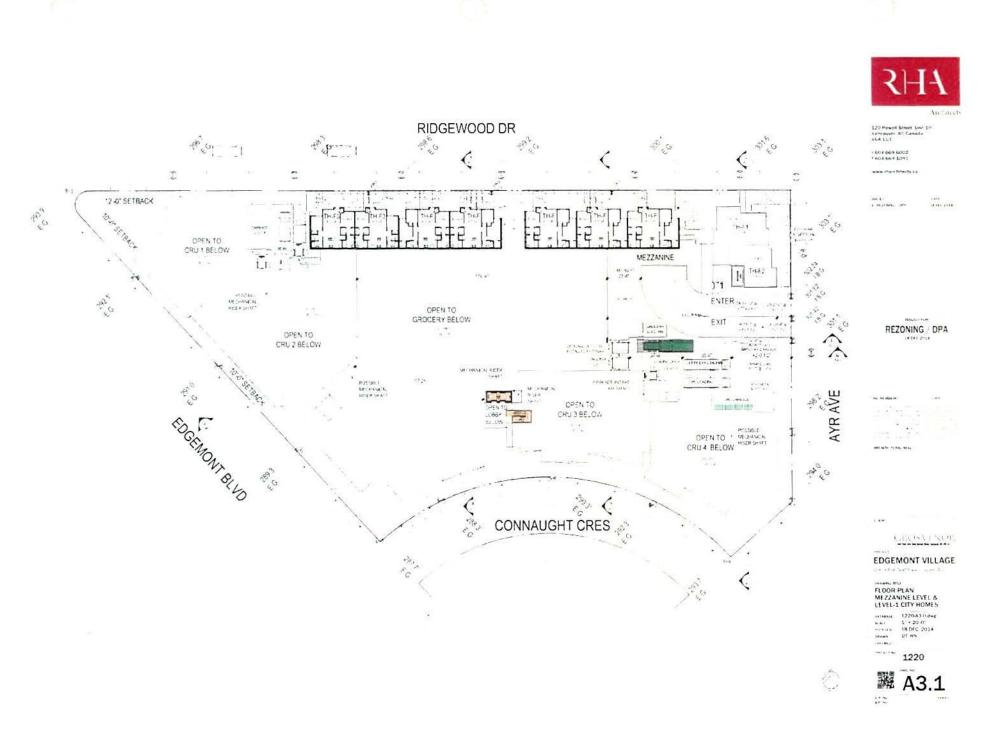


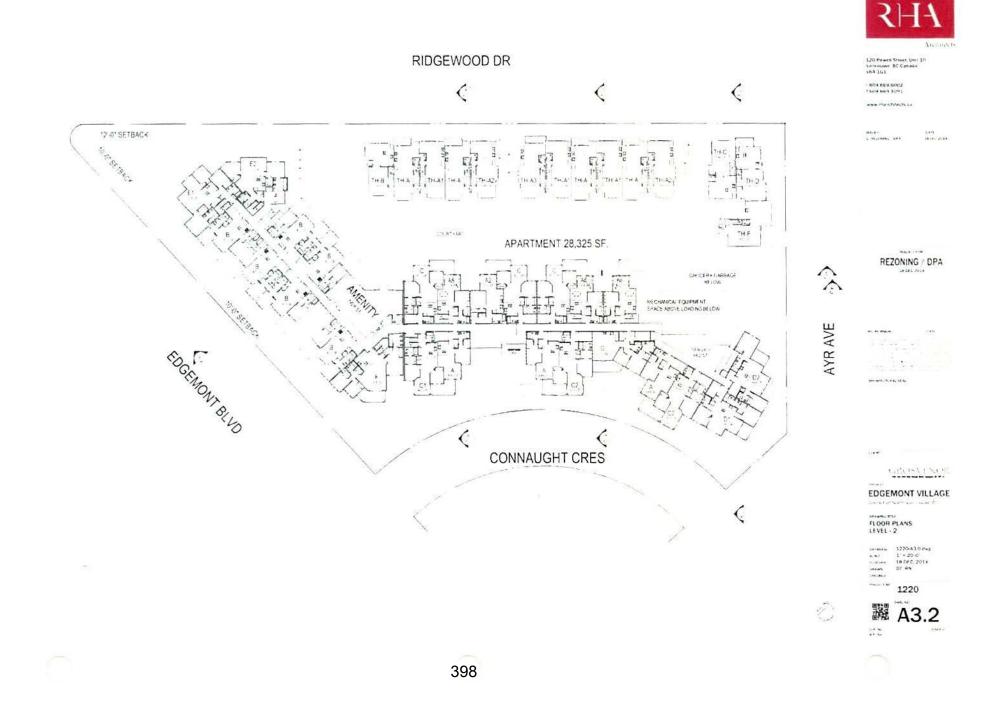








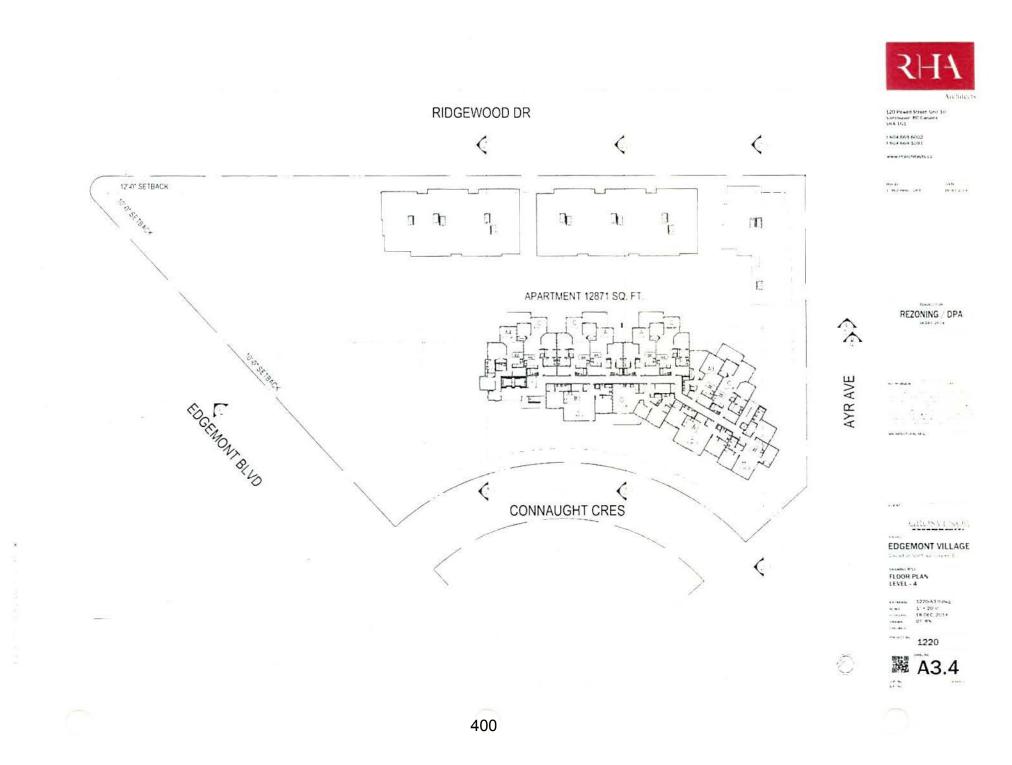


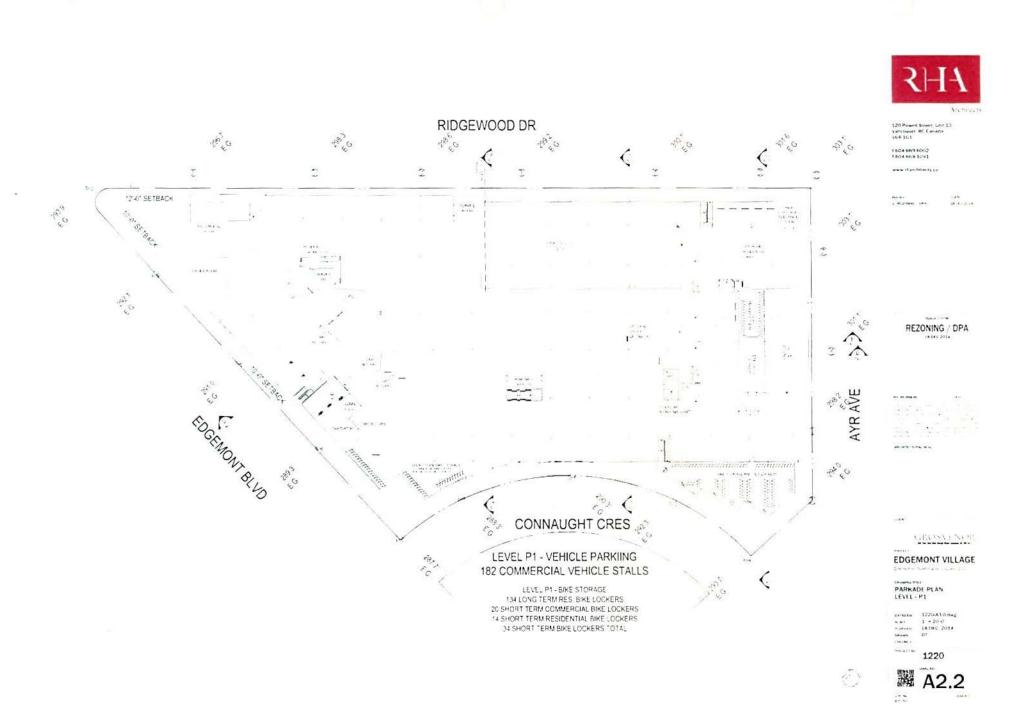


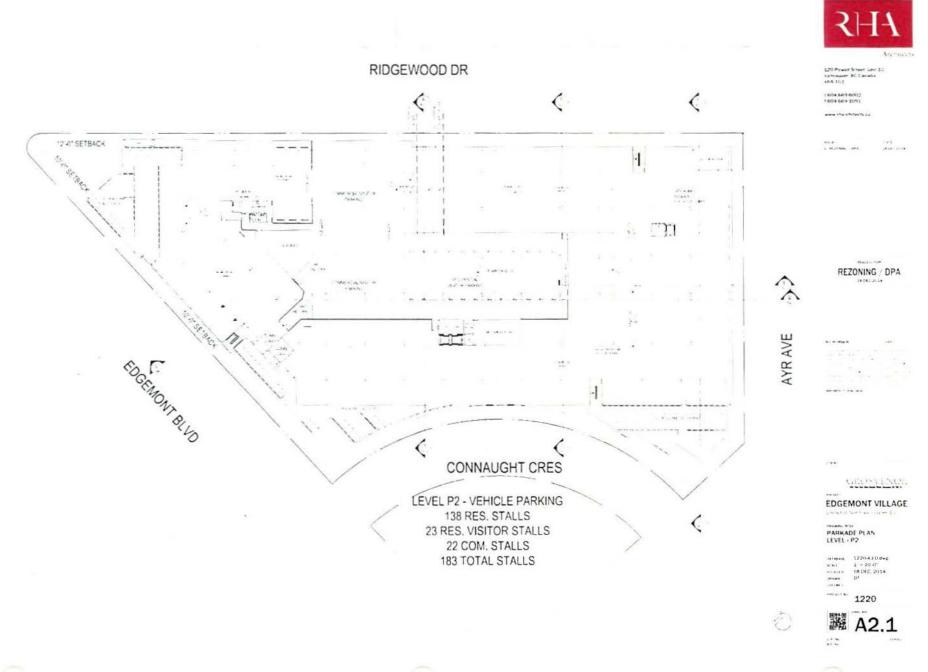


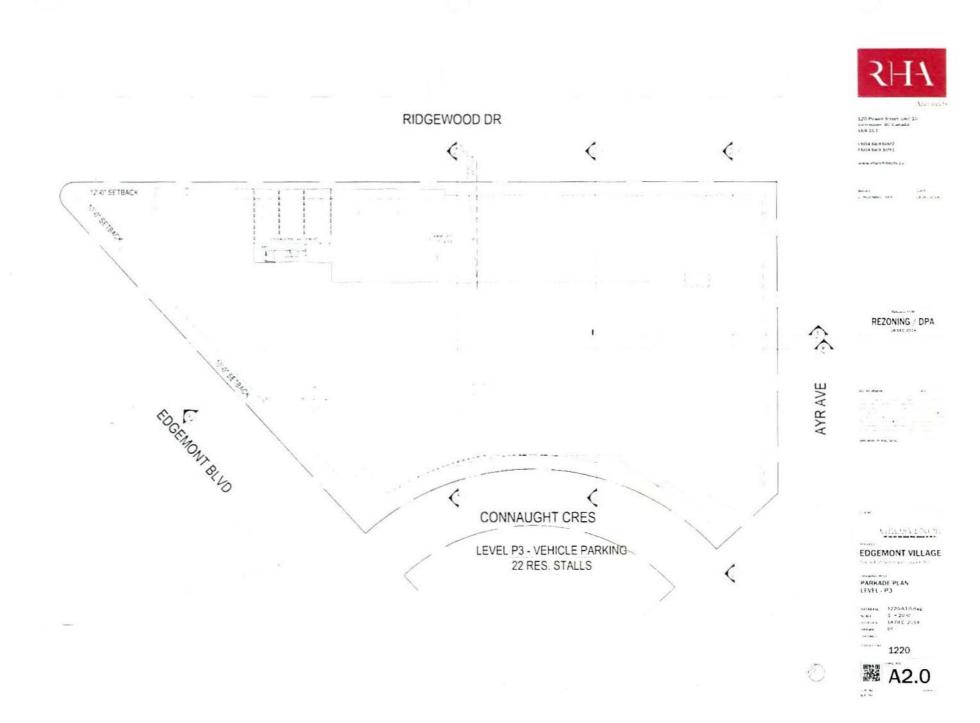
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The Corporation of the District of North Vancouver

Bylaw 8122

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 "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)".

2. Amendments

- 2.1 The District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
- (A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.
- (B) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 90 CD90"

(C) Part 4B <u>Comprehensive Development Zone Regulations</u> by inserting the following:

"Comprehensive Development Zone 90 CD90"

4B90-1 Intent:

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

4B90-2 Uses:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses

(i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
 artist's studio 	office use
child care facility	 personal service use
• custom manufacturing establishments	 recreation/community centre use
fitness centre	residential use
 hobby beer and wine making establishment 	 restaurant use
liquor store	 retail use
 pet care establishment 	
• studio	
veterinarian	

4B90-3 Conditions of Use:

The use of land, buildings and structures subject to the following conditions:

(a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;
- (b) Pet Care Establishment and Veterinarian are permitted subject to the following condition:
 - (i) an outside public entrance is required;
- (c) Residential use is permitted subject to the following condition:
 - (i) Residential use is limited to a maximum of 90 dwelling units;
- (d) Restaurant use is permitted subject to the following condition:
 - (i) *Restaurant* use may not include a *drive-in restaurant* or a *drive-through use*;

- (e) Retail use is permitted subject to the following conditions:
 - (i) Retail use may not include: auctioneer use; equipment sales and rental use; or vehicle sales use;

4B90-4 Accessory Uses:

Accessory use is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

- (a) Home occupations are permitted only when accessory to a residential use and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;
- (b) *Outdoor customer service areas* are permitted subject to the following conditions:
 - (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant* use, including a *licenced lounge, neighbourhood public house, retail use* or a *retail food service*;
 - (ii) an outdoor customer service area in conjunction with a restaurant use, including a licenced lounge and a neighbourhood public house, shall not exceed 60 seats;
 - (iii) an *outdoor customer service area* in conjunction with a retail grocery store use, shall not exceed 24 seats;
 - (iv) an outdoor customer service area in conjunction with any other retail use or a retail food service, shall not exceed 8 seats;
 - (v) an outdoor customer service area must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
 - (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and
 - (vii) additional parking is not required for an outdoor customer service area;
- (c) Outdoor product display and sales areas are permitted only for a *retail use*, subject to the following conditions:

- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

4B90-5 Density:

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m² (71,600ft.²) of which no more than 930m² (10,000ft.²) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m² (1,500ft.²), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

4B90-6 Amenities:

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m² (154,650ft.²), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
 - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
 - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

4B90-7 Maximum Principal Building Size:

Not applicable

4B90-8 Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

4B90-9 Building Orientation:

Not applicable

4B90-10 Building Depth and Width:

Not applicable

4B90-11 Coverage:

- (a) Building coverage shall not exceed 82%;
- (b) Site coverage shall not exceed 85%.

4B90-12 Height:

- (a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

4B90-13 Acoustic Requirements:

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

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

- (b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;
- (c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

4B90-14 Landscaping:

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

4B90-15 Subdivision Requirements:

Not Applicable.

4B90-16 Additional Accessory Structure Regulations:

Not applicable.

4B90-17 Parking, Bicycle Parking and Loading Regulations:

(a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

Use	Parking Requirement
Residential dwelling unit	1 space per unit + 1 space per 100m ² (1076.4ft. ²) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m ² of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m ² of gross floor area
All other conditional commercial uses	1 space/45m ² of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
- (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
- (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m² of gross commercial floor area;
- (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
- (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
- (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw."
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1330 (Bylaw 8122)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

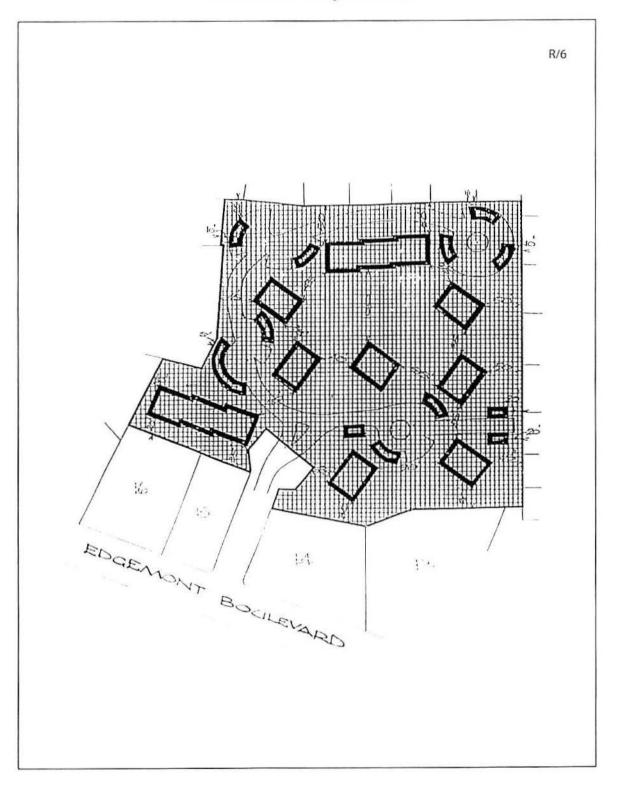
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Certified a true copy

Municipal Clerk



Schedule B to Bylaw 8122



ATTACHMENT _____

The Corporation of the District of North Vancouver

Bylaw 8123

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood 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 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

2. Authorization to Enter into Agreement

- 2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
 - b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
 - c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
 - d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
 - e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240); and
 - f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

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 8123

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the _____ day of ____, 2015 is

BETWEEN:

EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404 #2000 – 1040 West Georgia Street Vancouver, BC V6E 4H1

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

1.01 <u>Definitions</u>

In this agreement:

- (a) "Development Permit" means development permit No.54.14 issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the development on the Lands contemplated in the Development Permit containing not more than 89 Units;
- (d) "Unit" means a residential dwelling strata unit in the Proposed Development; and
- (e) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

2. <u>TERM</u>

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

3. RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

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

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

3.02 <u>Rental Accommodation</u>

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

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

3.04 Strata Bylaw Invalid

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

3.05 <u>No Bylaw</u>

The strata corporation(s) shall not pass any bylaws or rules 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 <u>Vote</u>

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw or rule 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 <u>Notice</u>

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 <u>Costs</u>

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 <u>Cumulative Remedies</u>

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

5. <u>LIABILITY</u>

5.01 Indemnity

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

5.02 Release

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

5.03 <u>Survival</u>

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 <u>Release</u>

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

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the District or have been granted in favour of the District..

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 <u>Time</u>

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 <u>Notices</u>

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

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404 #2000 – 1040 West Georgia Street Vancouver, BC V6E 4H1

Attention:Marc Josephson

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 prepaid courier, on the day it was delivered; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 <u>References</u>

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

7.02 Construction

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

7.03 <u>No Limitation</u>

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

7.04 <u>Terms Mandatory</u>

The words "must" and "will" are to be construed as imperative.

7.05 Statutes

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

7.06 Entire Agreement

- (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 8030.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- 1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- 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. ______ (together, the "Prior Charge");
- 3. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- 4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

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.

- END OF DOCUMENT -

D ATTACHMEN"

Grosvenor Edgemont Project

Public Information Meeting – March 4, 2015

Executive Summary

On March 4, 2015, Grosvenor Americas hosted a Public Information Meeting regarding the Grosvenor Edgemont Project at Highlands United Church in Edgemont Village, North Vancouver. Approximately 237 members of the community were in attendance.

The meeting objectives were to:

- To provide an overview of the Grosvenor Edgemont Project
- To provide an opportunity for community input and comment on this project
- To follow up on the September 2013 applicant-led Public Information Meetings and May 14, 2014 Public Meeting

The Public Information Meeting was successful in achieving the above objectives. Many community members took the opportunity to discuss the Grosvenor Edgemont Project on a one-on-one basis with project team members during the 30 minute Open House before the meeting. The project team then provided all participants with a project overview during a PowerPoint presentation at the beginning of the large group session.

Community members had the opportunity to pose questions or provide feedback during a Q&A session following the PowerPoint presentation. Eighteen individuals asked questions, offered positive feedback or identified issues of concern during the Q&A session. Issues and feedback raised during the Q&A session are included below in the Public Information Meeting Summary Report. Participants were also invited to complete comment sheets and submit them at the end of the meeting or send them in after the meeting. The comment sheets were collected by the District of North Vancouver representative.

The meeting was constructive and remained largely respectful in tone. Community members were curious about the project and offered their feedback (positive and negative) willingly.

Summary of Findings

Following the presentations, participants were invited to ask questions or offer comments on the project. Eighteen individuals offered their feedback.

Community members who offered verbal feedback were largely supportive of the project. Some individuals raised issues of concern including: managing local traffic during and after the project, construction traffic during the project, building heights relative to adjacent buildings, potential changes to the Village character, ventilation and sound management, and the viability of a restaurant at this location.

A summary of findings follows including positive feedback, issues of concern, and comments or requests. The next section documents each question, answer and comment.

Positive Feedback

- I appreciate the green roofs and would like to see more of these.
- I am in favour of the project. It can't happen soon enough.
- I am excited about what I see. The progress on this project is going in the right direction.
- This project is long overdue. The existing site has needed more for a long time.
- This is a big plus for the Village.
- The stepping back of the 4th floor is a huge improvement and protects the view corridor. I am a big supporter of the project.
- I think this is a great project.

Issues of Concern

- Traffic management:
 - o Concern about contribution of new residents and retail traffic to congestion
 - Concern about management of traffic during construction and overlap with the Capilano water main project
 - Concern about potential back-up of traffic at Edgemont and Ridgewood due to increased traffic volume as well as the losses of a dedicated right hand turn lane and the dedicated bus lane.
 - Concern about construction-related traffic including workers accessing the site and provisions for worker parking.
- Building heights: Concern that the project building height appears high relative to adjacent building and other new builds.

- Village Character: Concern that this project looks like developments on Marine Drive and will change the character of the Village
- Retention of boulevard: Concern about potential loss of boulevard and plantings on Edgemont (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)
- · Ventilation and sound management:
 - Curiosity about provisions and sound management for parkade and restaurant ventilation
 - Concern regarding noise impacts associated with a restaurant (noise from patrons) and the required ecologizer
- Viability of a restaurant: Concern regarding the viability of a restaurant given the limited "traffic" in Edgemont and the potential for turnover if businesses fail. Also, encouragement to consider alternate tenants and businesses

Comments/ Requests

- Comment: This project does not provide affordability that could be achieved by coop housing and additional rental stock.
- Comment: Curiosity about accessibility of public parking outside of retail hours (no preference expressed).
- · Comment: Curiosity about opportunities to combine units for purchase
- Comment: Curiosity about impact of project on viewscapes
- Comment: I think this is still a work in process, especially in regarding to traffic and moving people around.
- Request for improved lighting along Edgemont and Ridgewood to improve pedestrian safety.
- Request that lighting installed as a part of this project does not create excessive glare and light pollution now experienced at Queens and Edgemont. (Note: This comment references lighting at a different project.)
- Request that the choice of tree species and spacing of plants is appropriate for the site and prevents against overplanting and excessive growth that requires maintenance.
- Request for a diversity of retail that does not include more fast food outlets.
- Request for more weather protection and benches for transit uses
- Request for three lanes on Edgemont north bound at Ridgewood: dedicated left hand lane, through lane, and dedicated right hand turn lane.

Public Information Meeting Summary Report

Welcome and Project Presentation

Marc Josephson, Senior Development Manager of Grosvenor Americas, welcomed participants, introduced the project and provided an overview of changes to the project in response to community feedback. Keith Hemphill of Rositch Hemphill Architects provided an overview of the updated site plan and building design and Chris Phillips of PFS Studios described the landscaping concept and project amenities.

Question and Answer Session

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

1. Resident

Q1a: Congestion Tax: Irrespective of whether people want the project or not, it will be here. And this kind of project contributes to traffic problems. How are you contributing to congestion tax? Also, smaller is not always worse than bigger and vice versa.

A1a: No plans to contribute to the congestion tax. The very placement of this kind of development along existing transit routes and an evolving bicycle network is a contribution to fighting congestion and reducing the sprawl. There are also traffic improvements planned as part of the project. This project adds few vehicle trips to the road network. The intersection of Edgemont and Ridgewood will be converted (at Grosvenor's expense) to a traffic signal with a left-hand turn lane on the northbound approach to improve traffic flow and improve the movement of pedestrians and vehicles through this intersection.

Also, development fees are paid by the developer such as DCCs (development cost charges) and CACs (community amenity contribution) that are paid to the DNV for infrastructure or social uses not necessarily determined by the project team. There are certainly substantial development fees related to rezoning.

Q1b: Completion date: When do you expect the project to be completed?

A1b: We are not absolutely certain but our hope is to begin at the end of this year (end of 2015) and the project is estimated to take two years (late 2017/ early 2018).

2. Long-time resident:

Comment: Sustainability, affordability and LEED Gold: I appreciate the desire to make Edgemont a more livable community and adding to density is a great contrast to the monster houses that are going up. However, this building does not provide true accessibility and affordability of housing. We need more coop housing and rental stock to do that. Also, for those that are concerned about transportation, this is an opportunity for us all to vote "Yes' in the upcoming referendum in order to increase options for transit everywhere including Edgemont Village. In relation to sustainability, we need to move towards livability and not just sustainability. Also, LEED Gold is not progressive enough; it is just standard now. Finally, I like the green roofs and I encourage the project team to keep them in and add more.

3. Resident

Comment: I want to commend the applicants on the presentation. I am in favour of this application. It can't happen soon enough. It is a good change for the Village. This community needs more housing options. Also, in terms of sustainability, we need to support social and economic sustainability as well as environmental sustainability. I think that it is unfortunate that the whole building isn't 4 storeys as that would probably mean more open space on the site and less site coverage, but I understand that that option is gone.

4. Resident

Comment: I am excited about what I see. There is a lot of progression for the Village on this project and it is going in the right direction.

Q4: Lighting and pedestrian safety: I find the lighting along Edgemont Blvd to be really dark through the rainy season: What is being done to ensure that the lighting along Edgemont and Ridgewood is improved to ensure that pedestrians are safe, especially at intersections.

A4: The existing lights along Edgemont are quite old and not up to current technology. We are working with the DNV to keep the character of the old lights and to update the lighting system. The new lights will provide more lighting.

5. Resident

Q5: Public parking spaces: Will public parking be accessible outside of retail hours?

Grosvenor Edgemont Project – March 4, 2015 Public Meeting DRAFT Summary Report – March 30, 2015 Page 5 of 11 **A5:** Commercial public parking will be on the first levels of the parkade. Store and restaurant hours will be determined later. If the store is closed, we'll provide another way for visitors to get in. Regarding public parking all night, we haven't made a decision yet. Not all decisions regarding public parking have been decided. We will need to consider a balance between ensuring parking accessibility when retail businesses are open and security.

6. Resident

Q6a: Building height: How high will the building be at the corner of Ayre up to the top of the 4th floor?

A6a: At that particular corner, 54 feet.

Q6b: How high is this relative to the Credit Union building or the Library? With the seniors' development, people were concerned about the height of these buildings. Can you do anything about the height? It's going to be pretty tall relative to any other building. It will be a significant landmark.

A6b: I hope you have a chance to look at the scale model that shows the height of this building in relation to surrounding existing and proposed buildings.

7. Resident

Comment: Trees, plantings and diverse retail: I think this is great for the community. These developments get done and it all looks nice, but the trees and plantings tend to get overplanted. I hope you pick the right species. Often, the wrong tree species are chosen, and plantings are overplanted, resulting in fast growth and subsequent problems. Also, I hope that the retail that goes in is selected carefully. We need a good bakery and I hope that the retail businesses are diverse and appropriate – not more fast food outlets.

8. Long-time Resident

Comment: I have lived here all my life. This project is long overdue. The existing site has needed more for a long time.

Q8a: Retention of the boulevard: I have heard recently that the boulevard farther down along Edgemont is being removed. I would like to see it remain. With the lights and changes in plantings and tree colour over the seasons, it is lovely. (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)

A8a: There is a study going on right now about the continuation of the roadway. This is beyond the scope of our project. The existing boulevard is a great amenity.

Grosvenor Edgemont Project – March 4, 2015 Public Meeting DRAFT Summary Report – March 30, 2015 Page 6 of 11 **Follow-up comment:** The lighting from the new building at Queens from the new development is excessive and glares down. It is not adding lighting to the street – it is light pollution. Please try to avoid this. (Note: This comment references lighting at a different project at Queens and Edgemont.)

Q8b: Ventilation of parkades, stores and restaurant: With underground parking, Thrifty's, and the restaurant: these occupancies and tenants all require lots of ventilation. How will the ventilation work to get air out while minimizing noise? Equipment on top of the buildings can be structurally noisy.

A8b: When we are designing parkade exhaust, we typically bring parkade air intake via the main doors and access to the parkade. Exhaust will be vented through grates/grills in the ground at the loading and service entrances. That is farthest away from everything else. Re: air quality – it exhausts to the atmosphere. To minimize noise, we will put equipment further into the building and use inline ducts with acoustic lining to mitigate the sound of air being exhausted. Regarding the equipment associated with the grocery store, we have a good ability to isolate the sound within the concrete structure in the loading bay.

Q8c: Air conditioning: Will the residential units be air conditioned?

A8c: Not sure if they'll be air conditioned, but as part of our sustainability study goals and to meet code requirements for indoor air quality, heat recovery systems will be designed to help regulate and balance air flows and address energy management.

9. Non-Resident

Comment: I am a non-resident but I spend a lot of time here. Edgemont is a village. Except for Deep Cove, this is the only other village on the North Shore. However, what I see looks very much like what is going up on Marine Drive: very similar with 3 or 4 storeys, a flat roof and similar materials.

Q9: Village Character: Do you have an objective to define a new 2015 vision of Village character or some other vision that is appropriate for the Village??

A9: This is a subjective question. We have heard all kinds of input and suggestions. We have synthesized all the input and added a contemporary flavor to the Village. We have also broken up the building into separate components each with a different character. There is no underlying objective to take away the Village character. We are making an eclectic change and I think it does support the Village character.

Also, the design is intended to be different from Marine Drive, and incorporates walkability, deep sidewalks and significant setbacks. Walkability already exists in the Village and we want to keep that. Edgemont, Connaught and Ayre are all very pedestrian friendly.

10. Resident

Q10a: Lifts in the grocery store: Great job. This will be a big plus for the Village. Will the grocery store use elevators or movators.

A10a: There will be a combination of escalators, cartveyor, and separate elevators.

Comment: Viability of a restaurant: I know that a restaurant is proposed. I have concerns about the level of turn-overs in the Village with restaurants. It will be very hard to get the right restaurant in there because there just isn't the pedestrian traffic for it to be sustainable. You're not going to get an Earl's or a Cactus Club. There isn't the traffic. And smaller businesses will die. Are you open to alternatives other than restaurants? The morale of a project is affected by businesses that don't make it. Also, is there sufficient insulation to address the noise associated with a restaurant? Noise associated with a restaurant will have an impact on the project. I don't think it will work in there. The cost will be huge and there isn't the traffic to keep it busy all the time. Keep an open mind to alternate uses and tenants.

Q11b: Heating: What kind of heating is proposed? Heat pump? Electric?

A11b: We are not that far along in our design. We are at the rezoning stage. We will be looking at sustainability and studying the energy question. We will work with mechanical engineers when we get to that point.

Comment: If there is a restaurant, you'll need an ecologizer. These are noisy and expensive.

Q11c: Option to combine units for purchase: Can a buyer combine two units to make a larger unit? Some people might like a larger unit.

A11c: Yes. We can discuss this. This has not been finalized yet.

Q11d: Why aren't the townhouses bigger?

A11d: In comparison to others, these town homes are wider than usual and will lend themselves to more efficient floor plans.

11. Resident (same person as Comment #1)

Grosvenor Edgemont Project – March 4, 2015 Public Meeting DRAFT Summary Report – March 30, 2015 Page 8 of 11

12. Long-time Resident

Comment: Concern re: loss of dedicated right-hand turn lane on Edgemont at Ridgewood: I grew up in this area. I have seen this Village evolve over time. This development is not an evolution but a major change. It is important that this major change is dealt with properly in terms of the impact on the Village. At previous meeting we have heard about how building mass and density are being addressed. With the restaurant, retail and extra residents, there is going to be a significant increase in traffic. I am concerned that our Village will become a parking lot trying to get in and out of the pinch points at the start and end of the work day. Looking at this drawing on the screen, it shows that we have lost the dedicated right hand turn lane from Edgemont onto Ridgewood that is incredibly important. If that is lost and the right hand turn is controlled by the light, there will be a back-up to the end of the Village. It needs to be put back to prevent the back-up. (Note: The drawing in question did not show the street network accurately.)

13. Resident

Q13: Traffic during construction: What is the plan to address traffic during construction? We live on the corner of Queen's and Colwood. We are just behind Highlands Elementary. Some thought needs to be given to traffic during construction. I think the District should consider making Colwood a one-way street.

A13: We acknowledge that construction traffic is never pleasant. We have been planning for this well in advance of the project. We expect to avoid an overlap with the Capilano Water Project. Construction plans for this project presently includes avoiding Ridgewood. This strategy is subject to change at the District's discretion. Also, the current retail on this site generates 230 vehicles per hour. That won't be the case during construction so some traffic will also be removed from the Village during construction.

14. Long -time Resident

Q14: Impact on viewscapes: I haven't seen any perspective regarding the view scape. What will be the impact of this project on the view-scape down Edgemont?

A14: There are drawings illustrating the view-scapes around the project on the website. We have also pushed back the upper floors of the project to maintain the view-scape.

15. Long-time Resident

Comment: I think the stepping back of the upper floor makes a big change visually. I am a big supporter of the project. Maintaining the view-corridor is great and it distinguishes this project from Marine Drive.

16. Resident

Q16a: Construction workers – numbers and access: How many construction workers will be on site at one time?

A16a: The number of workers will depend on the stage of the construction.

Q16b: What is your plan to get construction workers onto the site? Where will they park?

A16b: We are working on this issue as part of the construction plan and are currently looking for off-site locations where workers can park. We are clear that workers/trades will need to park somewhere off-site.

17. Long-time Resident

Q17a: Managing traffic at Ridgewood and Edgemont – desire for three lanes on Edgemont approaching Ridgewood. Where are the property lines? (Property lines were shown.) We have lost the bus access to the intersection. Your drawing shows that we have lost a right lane. The buses are going to have to cross over to the left turn lane. Is that correct? Why not lose all that green space and have another dedicated lane to allow for lanes turning left, going straight and going right. Why not add a lane? I am very concerned about the potential for blockage at the Edgemont/ Ridgewood intersection.

A17a: The picture doesn't show the intersection properly.

Q17b: You said that you will have a zero impact on Ridgewood. There will be a huge impact on Ridgewood during construction.

A17b: During the Capilano Water Main project, we will not bring any construction traffic along Ridgewood as requested by the District thus far. Even after the Capilano project, we will use Queens to access the project and not along Ridgewood unless the District provides us with different direction. We will manage traffic flow. (Comment: This is very hard to do.)

Comment: Wider sidewalks mean there is a loss of the public realm. How are you going to address this? We are losing accessibility for cars. I would like to know how the bus will turn left without blocking traffic.

Q17c: Building security: Will the "break-up" of the building now create security issues?

A17c: There will be gates. We will also separate the public realm from private or semi-private space as you see in developments of this kind. Each single storey townhouse on Ridgewood will have a gate and a yard.

Comment: I think this is still a work in process, especially in regards to traffic and moving people around.

18. Resident

Comment: Overhang and benches at bus stop: I think this is a great project. I see in the drawing that you are counting on the overhang for bus users. I suggest that you could include more weather protection cover and benches for transit users.

Next Steps and Closing Comments

Marc Josephson outlined the next steps in this process:

District Staff will be compiling comments from tonight as well as from the Design Panel and adding their own comments to a staff report to be sent to Council. The Project Team hopes to meet with Council in May or June, 2015 regarding the staff report.

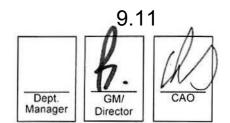
Participants were reminded to submit comments via the written comment forms, email or fax to Natasha Letchford at the District of North Vancouver by March 27, 2015.

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AGENDA INFORMATION

Regular MeetingWorkshop (open to public)

2015 Date: Date:



The District of North Vancouver REPORT TO COUNCIL

June 23, 2015 File: 01.0115.30/002.000

AUTHOR: Annie Mauboules, Social Planner

SUBJECT: "Community Building Fund" and "Eligibility Criteria for Waiving Municipal Permit Application Fees" Corporate Policies

RECOMMENDATION:

THAT Council approve the Corporate Policy "Community Building Fund" as outlined in the report of the Social Planner dated June 23, 2015 and;

THAT Council approve the Corporate Policy "Eligibility Criteria for Waiving Municipal Permit Application Fees" as outlined in the report of the Social Planner dated June 23, 2015.

REASON FOR REPORT:

This report presents for Council consideration two amended Council policies entitled "Community Building Fund" (Attachment 1) and "Eligibility Criteria for Waiving Municipal Permit Application Fees" (Attachment 3) to replace existing Council policies.

BACKGROUND:

In the interest of keeping Corporate policies current and relevant, periodic reviews are necessary. A recent review of planning policies reveals that a number of policies need to be amended or updated. A package of Corporate policy updates will be presented to Council at a later date. In the interim, two policy amendments are being presented now for Council consideration to support imminent community events, projects and budget planning.

EXISTING POLICY:

1. Healthy Neighbourhood Funding Guidelines (10-4790-2)

2. Waiving Municipal Permit Application Fees;

3. District Fees and Charges Bylaw (Bylaw 6481) sets the applicable fees for development permit, zoning, subdivision and building permits

ANALYSIS:

Healthy Neighbourhood Fund →Community Building Fund

The goal of the existing "Healthy Neighbourhood Fund" policy (Attachment 2) is to assist existing community/neighbourhood associations to increase their memberships and to create

SUBJECT: "Community Building Fund" and "Eligibility Criteria for Waiving Municipal Permit Application Fees" Corporate Policies

June 23, 2015

Page 2

opportunities for increased involvement of residents in improving the quality of life in the District. The \$5000 budget for this fund has recently been under subscribed and the funding criteria, which currently only applies to community and neighbourhood associations, is limited in scope. In looking at other small and successful community grant programs, staff examined the Lower Capilano Small Neighbourhood Grants program which typically provides grants up to \$500 to each resident group for community building projects in Lower Capilano. This grant program, with a total budget of \$2000, has been very successful in creating opportunities to bring people together in their neighbourhoods to celebrate, meet one another, create small neighbourhood beautification projects and most importantly, to build community. The requests are reviewed by DNV and NVRC staff. Expanding the program to include all neighbourhoods in the District creates equity and greater opportunity to build vibrant communities from Capilano to Deep Cove.

Staff recommends that the existing "Lower Capilano Small Neighbourhood Grants" program be combined with the "Healthy Neighbourhood Fund" grants program for a total grant of \$7000 for community projects across the District and that the name of the policy be changed to "Community Building Fund". Funds in this grant would continue to be evenly distributed in geographic areas across the District (Capilano, Lynn Valley/Lynnmour and Seymour).

Staff also recommend that, in addition to existing community associations, the eligibility criteria be broadened to include funding to residents and neighbourhood groups who initiate projects that bring people together to enhance their social well-being.

Waiving Municipal Permit Application Fees → Eligibility Criteria for Waiving Municipal Permit Application Fees

Municipal permit application fees are structured on a cost recovery basis. They are intended to cover costs related to processing, inspection and administration. Waiving municipal fees may reduce barriers and disincentives for non-profit organizations who are trying to facilitate valuable community projects while under significant cost pressures. Waiving permit fees is one effective way to demonstrate support for much needed community projects.

On February 16, 2015 Council approved a new Corporate policy "Waiving Municipal Permit Application Fees" (Attachment 4). Application of the policy subsequently highlighted the need to provide greater clarity on the administrative process. The amended policy now provides Council defined eligibility criteria and conditions for waiving fees. Requests will come forward to Council, who will use these eligibility criteria when considering waiving permit application fees for non-profit agency projects. Consideration of waiving fees for small District projects (up to a maximum of \$1000) previously found in this policy will now simply be added to the Building By-Law. To distinguish this policy from the previous one, staff recommends that the amended policy be approved under a different name "Eligibility Criteria for Waiving Municipal Permit Application Fees".

Respectfully submitted,

Annie Mauboules, Social Planner

SUBJECT: "Community Building Fund" and "Eligibility Criteria for Waiving Municipal Permit Application Fees" Corporate Policies

June 23, 2015

Page 3

Attachments:

- 1. Community Building Fund (amended policy)
- 2. Healthy Neighbourhood Funding Guidelines (existing policy)
- 3. Eligibility Criteria for Waiving Municipal Permit Application Fees (amended policy)
- 4. Waiving Municipal Permit Application Fees (existing policy)

Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services		Library Board
Utilities	Finance ()	NS Health
Engineering Operations	Generation Fire Services	RCMP
Parks		Recreation Com.
Environment	Solicitor	Museum & Arch.
G Facilities		Other:
Human Resources		

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The Corporation of the District of North Vancouver

COUNCIL POLICY

Title	Community Building Fund
Section	Development and Social Planning

POLICY

It is the policy of Council that:

The District of North Vancouver may provide funding for neighbourhood initiatives to up to \$500 per project that bring people together to enhance the social well-being of its residents, subject to Council's annual approval of the Community Building Fund as part of the budgeting process and provided that the following eligibility criteria are satisfied. Staff will report to Council annually on neighbourhood initiatives that were funded in the previous year.

REASON FOR POLICY

The DNV has a critical role to play in facilitating community health, vibrancy, diversity and inclusivity. The goal of this policy is to:

1) To provide assistance to residents, community and/or neighbourhood groups to coordinate neighbourhood events and programs that increase community connection and the social well-being of North Vancouver District residents; and

2) To support community and/or neighbourhood groups in building membership and keeping existing members informed.

ELIGIBILITY

Groups of two or more residents from different households are eligible to apply. Community and neighbourhood groups dedicated to increasing community connection are eligible to apply. Neighbourhood and community groups may jointly apply for funds to support communication activities which serve more than one neighbourhood or community.

Eligible applicants may be awarded small grants typically between \$50 to \$500 per project.

Eligible activities for the Community Building Fund are:

- Activities which foster increased communication and engagement with residents (newsletters, online communication and community forums);
- Local physical improvements (boulevard and community gardens, wall murals, signage etc.);
- Events or initiatives to address local issues (community education events or stream or shore clean ups);
- Events to develop and strengthen relationships within the community or neighbourhood (block parties); or
- District permits, such as highway use permits for block parties.

Policy approved on: July 8, 1996 Policy amended on:

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The Corporation of the District of North Vancouver

CORPORATE POLICY MANUAL

ALIACE	IVIENT
(Existing	policy)

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2

Section:	Social & Community Services Planning	10	
Sub-Section:	Community Liaison – Non Governmental Organizations	4790	
Title:	Healthy Neighbourhood Funding Guidelines	2	

POLICY

The District of North Vancouver will provide funding to support Healthy Neighbourhoods in accordance with the Healthy Neighbourhoods Funding Guidelines as indicated in the attachment to this policy.

REASON FOR POLICY

- To assist existing community/neighbourhood associations, who meet the District's Criteria for Official Recognition, develop their memberships and increase involvement of residents in improving the quality of life in North Vancouver District neighbourhoods; and
- 2. To support the development of new neighbourhood associations in areas where none currently exist.

AUTHORITY TO ACT

Delegated to Staff

PROCEDURE

Application Forms will be submitted to the Social Planning Department.

Approval Date:	July 8, 1996	Approved by:	Executive Committee
1. Amendment Date:		Approved by:	
2. Amendment Date:		Approved by:	
3. Amendment Date:		Approved by:	

HEALTHY NEIGHBOURHOODS FUNDING GUIDELINES

DISTRICT OF NORTH VANCOUVER May 1997

PURPOSE OF THE FUND

- Assist existing community/neighbourhood associations, who meet the District's Criteria for Official Recognition, develop their memberships and increase involvement of residents in improving the quality of life in North Vancouver District neighbourhoods; and
- Support the development of new neighbourhood associations in areas where none currently exist

ELIGIBLE EXPENSES

Healthy Neighbourhood Funding will contribute funds towards:

- a) Meeting space if no free meeting space exists;
- b) Activities which increase communication with all residents of Neighbourhoods served by Community Associations, such as newsletters, community forums, and signage;
- c) Due to the limited nature of the fund (\$10,000), a maximum of .13 per capita would be available for each community association for one year and associations with overlapping populations would be expected to jointly apply for Healthy Neighbourhood funding; and
- d) Community associations may jointly apply for funds to support communication activities which serve more than one neighbourhood or community.

EXPECTED OUTCOMES

As more residents become aware of their local association and how to become involved, it is expected that (1) the membership of community associations will increase and (2) more residents will become involved in various activities of their association.

Based on these two expected outcomes, the Healthy Neighbourhood Fund will be evaluated during its first year of operation. Organizations using the Fund will be asked to keep track of their memberships and levels of involvement.

ADMINISTRATION OF HEALTHY NEIGHBOURHOOD FUND

Once the application for Healthy Neighbourhood Funds is approved, the community association will be asked to submit invoices for eligible expenses to the Social Planning Department. Once invoices are approved, they will be paid directly by the District.

ELIGIBILITY CRITERIA

Community Associations will have to meet the District's "Criteria for Official Recognition of Community Associations" as outlined on the Application Form. New associations will be given one year to meet the "Criteria for Official Recognition."

APPLICATION FORM HEALTHY NEIGHBOURHOODS FUND

1.	Community Association(s)_		
2.			ulation Estimate
3.	Number of Current Member		Date of Application
4.	President/Chair		
	Address		
	Postal Code	Phone	Fax
ade the	dress one or both of the follo e neighbourhood(s) with all re	owing: (a) meeti esidents.	unding is being requested and how they will ng space; (b) increased communication within
6.	What are the costs of the ite	ems/activities?	What amount is being requested from the contributed by the Association?
	TAL COST		
	NTRIBUTION (Describe if in		
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The Corporation of the District of North Vancouver

COUNCIL POLICY

Title	Eligibility Criteria for Waiving Municipal Permit Application Fees	
Section	Development and Social Planning	

POLICY

The District of North Vancouver may consider waiving building and development permit application fees up to a maximum amount of \$30,000 for non-profit organizations providing community services provided that the following eligibility criteria are satisfied:

ELIGIBILITY

Pre-requisite of Non-Profit Society Status

- An organization must show proof that it has been a registered Non-Profit Society in good standing with the Registrar of Societies for a period of one year; or
- An organization not yet a Non-Profit Society or a Non-Profit Society which has not been in operation for a full year, may form a short term partnership with a "sponsor" Non-Profit Society that satisfies the criteria in Section 7.2.1 of the Community Facility Lease Policy. These sponsor partnerships are most appropriate where the new community organizations have arisen in order to offer solutions to clearly demonstrated needs. The "sponsor" would apply, attaching a copy of the agreement between the parties to the application.

Eligibility Criteria

- 1. Overall, applicants must provide free, subsidized or financially accessible community services to residents of the District.
- Applicants must justify the community need or desire for these services and indicate demand.
- 3. Use of these services must be open to all residents of the District who meet clearly stated criteria for participation.

- 4. If an applicant proposing to deliver services is a North Shore wide organization, an estimate of the number and proportion of District residents who will use the services offered must be provided.
- 5. Applicants must show evidence of, and plans for, on-going active community volunteer involvement.
- 6. Applicants must show evidence of, and plans for, accountability to the community and residents being served; and, through the structure and process of Board-Member relationship, to the duly registered members of the Society, and through clear criteria of membership in the Society, to potential members.
- 7. Applicants may present plans showing extent of building usage, whether as sole occupant or through some proposed joint tenancy arrangement. Applicants should also indicate whether, and to what extent, "casual" rental use by District residents is possible within the applicant's work plan.

Policy approved on: Policy amended on:

PROCEDURE

The following procedure is used to implement this policy but, does not form part of the policy. This procedure may be amended from time to time at the discretion of the Chief Administrative Officer.

OBJECTIVE

To support non-profit societies who provide low, no cost community social services in the building permit process by waiving permit application fees associated with their building projects and to expedite small internal District projects.

REASON FOR POLICY

The goal of this policy is to provide public, policy governed procedures whereby the District is able to demonstrate support to, and partnership with, non-profit organizations who are creating capital assets that will provide a facility for service provision to District residents. This partnership approach is done by waiving municipal permit application fees to support the building projects.

DEFINITIONS

"Non-Profit Society" means a group of individuals having certain common interests incorporated as a society under the *Society Act* for the primary purpose of providing community services related to social, educational, recreational and cultural activities, projects and programmes.

"the District" means The Corporation of the District of North Vancouver.

"Community, social services" means low, no cost programs that provide a direct benefit to the community that include preventative, intervention based, therapeutic social, recreational and cultural services targeted to marginalized populations. THIS PAGE LEFT BLANK INTENTIONALLY



The Corporation of the District of North Vancouver



COUNCIL POLICY

Title	Waiving Municipal Permit Application Fees
Section	Development and Social Planning

POLICY

It is Council policy that the District of North Vancouver will waive permit application fees up to a maximum amount of \$30,000 for non-profit organizations providing community social services and for minor District projects where total fees are less than or equal to \$1000.

Policy approved on: Policy amended on:

PROCEDURE

The following procedure is used to implement this policy but, does not form part of the policy. This procedure may be amended from time to time at the discretion of the Chief Administrative Officer.

OBJECTIVE

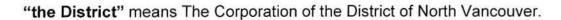
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"Community, social services" means low, no cost programs that provide a direct benefit to the community that include preventative, intervention based, therapeutic social, recreational and cultural services targeted to marginalized populations.

ELIGIBILITY

4.8

Pre-requisite of Non-Profit Society Status

- An organization must show proof that it has been a registered Non-Profit Society in good standing with the Registrar of Societies for a period of one year; or
- An organization not yet a Non-Profit Society or a Non-Profit Society which has not been in operation for a full year, may form a short term partnership with a "sponsor" Non-Profit Society that satisfies the criteria in Section 7.2.1 of the Community Facility Lease Policy. These sponsor partnerships are most appropriate where the new community organizations have arisen in order to offer solutions to clearly demonstrated needs. The "sponsor" would apply, attaching a copy of the agreement between the parties to the application.

Eligibility Criteria

- 1. Overall, applicants must provide free, subsidized or financially accessible community services to residents of the District.
- Applicants must justify the community need or desire for these services and indicate demand.
- 3. Use of these services must be open to all residents of the District who meet clearly stated criteria for participation.
- If an applicant proposing to deliver services is a North Shore wide organization, an estimate of the number and proportion of District residents who will use the services offered must be provided.
- 5. Applicants must show evidence of, and plans for, on-going active community volunteer involvement.
- 6. Applicants must show evidence of, and plans for, accountability to the community and residents being served; and, through the structure and process of Board-Member relationship, to the duly registered members of the Society, and through clear criteria of membership in the Society, to potential members.
- 7. Applicants may present plans showing extent of building usage, whether as sole occupant or through some proposed joint tenancy arrangement. Applicants

should also indicate whether, and to what extent, "casual" rental use by District residents is possible within the applicant's work plan.

8. For District projects, the total amount of the proposed project fees must not exceed \$1000 to be eligible for waived fees.

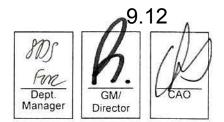
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AGENDA INFORMATION

Regular MeetingWorkshop (open to public)

JULY6/2015 Date: Date:



The District of North Vancouver REPORT TO COUNCIL

June 17, 2015 File: 13.6480.30/00.003

AUTHOR: Karen Rendek, Policy Planner MCIP, RPP Darren Veres, Policy Planner

SUBJECT: Maplewood Village Centre Implementation Planning and Maplewood Employment Lands Study

RECOMMENDATION:

THAT Council authorize staff to proceed with the Maplewood Village Centre Implementation Planning Process and Maplewood Employment Lands Study as outlined in this report.

REASON FOR REPORT:

To provide Council with an outline for the preparation of the Maplewood Village Centre Plan and Maplewood Employment Lands Study including the proposed scope and planning objectives, engagement process, proposed budget and timeline for completion.

SUMMARY:

Building on the village centre policies in the Official Community Plan (Bylaw 7900, 2011), staff propose to complete Maplewood Village Centre implementation planning to develop a concept plan and design guidelines for this centre. Development of a Maplewood Employment Lands Strategy is a necessary additional scope of work to identify opportunities to promote business investment and employment growth in this area. An environmental reconnaissance and impact assessment will inform both projects which are proposed to run concurrently and the work of each study will inform the work of the other.

EXISTING POLICY:

The 2011 Official Community Plan (OCP) identifies Maplewood Village Centre as an area for growth and revitalization to be guided by an implementation plan. Under the OCP "Network of Centres" concept Maplewood Village Centre is identified as one of four key growth centres in the District. Schedule A of the OCP includes a broad vision and high level policy directions on land use economics and housing opportunities and mobility network concepts for this centre. The 2015 Work Plan identifies implementation planning for Maplewood Village Centre as a priority.

June 17, 2015

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ANALYSIS:

Maplewood Village Centre Implementation Planning

Approximately 35 hectares (147 acres) in size, Maplewood Village Centre is defined as those lands within the area roughly bounded by Heritage Park Lane and Mount Seymour Parkway to the north, Seymour River Place to the west, Dollarton Highway to the south and Forester Street to the east. Existing uses include a mix of single family homes and older multifamily rental properties, a school and some newer multi-family, commercial and light industrial developments. The OCP contemplates a range of mixed use and multifamily developments, with the anticipated addition of approximately 1,500 net new residential units and approximately 100,000 square feet of commercial space over the next 20 years.

Recent development activity in the Maplewood Village Centre area is mapped in Figure 1. The review of development applications to date has been guided by previous Council direction that key applications in the core area of the Village could be considered concurrently with planning work underway. All of the development activity currently in process is located west of Riverside Drive.

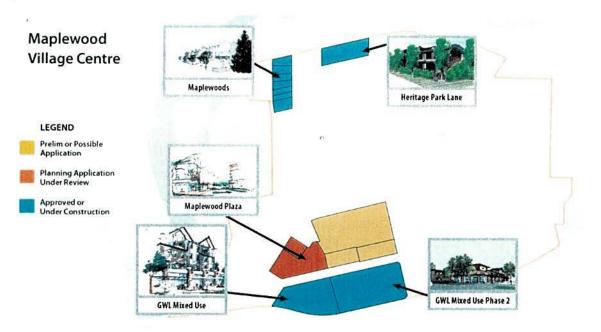


Figure 1. Development activity in Maplewood

Objectives and Scope for Implementation Planning

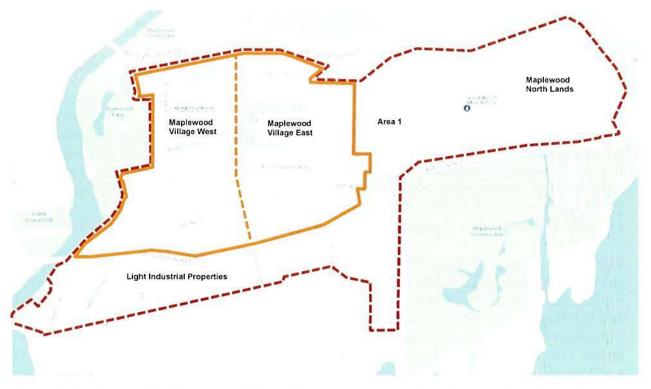
The planning exercise to complete an implementation plan for Maplewood Village Centre will include an integrated and concurrent process for both Maplewood Village West and Maplewood Village East of the Maplewood Village Centre Plan (see Figure 2) while still recognizing that these areas may not, necessarily, be implemented at the same time. Maplewood North Lands (21 hectares/ 53 acres) will become an additional component in this planning exercise. The proposed scope to complete these works includes the following:

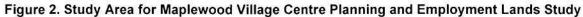
June 17, 2015

- building on existing environmental studies, an environmental reconnaissance and analysis of the lands east of Riverside Drive;
- establishment of built form/height/character and public realm design elements;
- a review of land use designations (based on the employment lands study discussed in the next section);
- an examination of circulation networks;
- a community amenity strategy;
- identification of opportunities and implications for affordable and rental housing;
- a concept plan and establishment of the village heart;
- a development phasing strategy (for the west and east sides of Riverside), as needed; and
- public and stakeholder consultations at major milestones throughout the planning process.

Key deliverables will include a Maplewood Village Centre plan and public realm design guidelines similar in scope to the Edgemont "Refresh" process.

Key findings from the previously completed Maplewood transportation study, flood risk assessment studies and economic analysis (to be completed as part of the Employment Lands Study outlined in the next section) will form inputs to this planning work. Both the implementation planning and employment lands study are proposed to run concurrently.





June 17, 2015

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Maplewood Area Employment Lands Study

Maplewood has a strong industrial base occupying approximately 142 hectares (350 acres) immediately south of the Village Centre. Heavy industrial uses in this area include shipbuilding, chemical industries and a waste transfer station. Light industrial commercial uses are oriented towards Dollarton Highway with newer business park development just east of Forester Street.

The OCP encourages the productive and efficient use of employment lands, promoting infill development, redevelopment, and intensification of underutilized sites with industrial and light industrial commercial uses. Residential uses within these areas are limited to accessory caretaker units and live-work units in light industrial commercial areas within or near to the network of centres. These policy measures are intended to help grow a diverse and resilient local economy, and to stimulate business investment and growth in quality jobs. Specific policies from OCP Maplewood Village Centre policy that are relevant to this report are (from 3.1.2):

- Maintain and enhance light industrial uses;
- Limit retail and service uses within the business parks on the south side of Dollarton Highway and on the north side east of Riverside Drive; and
- Permit intensive office and employment uses north of Dollarton Highway.

In recognition of the economic and employment importance of these industrial areas, and in an effort to identify opportunities for ongoing support to business development and investment in the District, staff are proposing to undertake a review of the employment lands in this area.

Study Area Boundary

The boundary for the Employment Lands Study is to include all of the Maplewood properties designated as Light Industrial Commercial in the OCP. This includes the Maplewood North Lands, the light industrial lands in the Maplewood Village Centre east of Riverside Drive, and the light industrial lands south of Dollarton Highway (see Figure 2). The Maplewood North Lands is an area, zoned as industrial, that is currently owned by Port Metro Vancouver. On June 1, 2015, Council directed staff to prepare a new industrial/commercial zoning bylaw for the Maplewood North Lands to align the future uses on these lands with the community's vision for the area. The employment lands review will inform the future potential for this area.

Staff proposes that portions of the District-owned lands located between Maplewood Village Centre and Maplewood North Lands (Area 1 in Figure 2) be considered for inclusion in the Employment Lands Study area. Strategically located between the Maplewood Village East and the Maplewood North Lands, this site and in particular the southern portion along Dollarton Highway, has the potential to serve as a critical link between these two emerging areas. The property is currently zoned I4 but designated in the OCP as Parks, Open Space and Natural Areas. A detailed environmental study is proposed as part of the employment lands study including hydrogeological and geotechnical analysis, ecological sensitivities assessment, and potential impacts to surrounding wetlands and the Maplewood Conservation area.

June 17, 2015

Objectives and Scope for the Employment Lands Study

The project scope for the Maplewood Area Employment Lands Study includes the following:

- identify existing uses and assess the potential market and capacity for future light industrial/commercial uses in this area;
- explore the type and estimated number of jobs that these uses could support;
- assess existing businesses within Maplewood industrial lands and identify opportunities to inform future (flexible) zoning and other measures to facilitate business investment and growth;
- identify infrastructure (e.g. connecting roads) and other systems (e.g. services, affordable worker housing) that may be needed to support economic development;
- develop a concept for the Maplewood North Lands; and
- incorporate public and stakeholder engagement.

Key deliverables for this project will include a Maplewood employment lands strategy and concept plan for the Maplewood North Lands.

Both the implementation planning and employment lands study would incorporate public and stakeholder engagement at key stages.

Consultation Process:

Given the complexity and staging of the planning and employment lands analysis, this project is anticipated to evolve in an iterative manner with collaborative public and stakeholder engagement integrated at key milestones.

Timing/Approval Process:

The planning process is intended to commence in July, 2015 and will involve meeting with Council at key stages to update on the progress of the project.

Financial Impacts:

The approved budget for Maplewood Planning is \$100,000. With the expanded scope to include the employment lands study and the detailed environmental assessment, total project costs are now anticipated to be an estimated \$160,000. Staff will amend the 2016 Financial Plan to include the additional cost with funding from surplus. Staff may also seek opportunities for partnership contributions to help supplement the cost of consulting work.

June 17, 2015

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Conclusion:

This report provides an overview of the objectives and scope of work for the proposed Maplewood Village Centre Implementation Plan and an Employment Lands Strategy for Maplewood. Both projects will run concurrently and will be informed by public and stakeholder feedback. Given the expanded study area and project scope to include the employment lands, additional funding to complete this project may be requested in the 2016 Financial Plan process.

Options:

- 1. Council may authorize staff to proceed with the Maplewood Village Centre Planning Process and Maplewood Employment Lands Study as outlined in this report; or
- 2. Council may advise staff to pursue an alternative approach; or
- 3. Council may choose to take no further action at this time.

Respectfully submitted,

Fre

Karen Rendek, MCIP, RPP Policy Planner

(Darren Veres Policy Planner

	REVIEWED WITH:	
Sustainable Community Dev.	Clerk's Office	External Agencies:
Development Services	Communications	Library Board
Utilities	General Finance	NS Health
Engineering Operations	Generation Fire Services	
Parks		Recreation Com.
Environment	Solicitor	Museum & Arch.
Gamma Facilities		Other:
Human Resources	5	1