

AGENDA

REGULAR MEETING OF COUNCIL

Monday, November 16, 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



www.dnv.org

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REGULAR MEETING OF COUNCIL

7:00 p.m.
Monday, November 16, 2015
Council Chamber, Municipal Hall,
355 West Queens Road, North Vancouver

AGENDA

BROADCAST OF MEETING

- Live broadcast on Shaw channel 4
- Re-broadcast on Shaw channel 4 at 9:00 a.m. Saturday, November 21, 2015
- Online at www.dnv.org

CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 7984 – Rezoning 3568 Mt. Seymour Parkway
- Bylaw 8122 – Rezoning 3260 Edgemont Boulevard
- Bylaw 8126 – Rezoning 3730 Edgemont Boulevard

1. ADOPTION OF THE AGENDA

1.1. November 16, 2015 Regular Meeting Agenda

Recommendation:

THAT the agenda for the November 16, 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

6. ADOPTION OF MINUTES

7. RELEASE OF CLOSED MEETING DECISIONS

- 7.1 Inappropriate, Offensive, Misleading, Harassing or
Threatening Correspondence to Members of Council or
Staff Policy - November 2, 2015

p. 9-10

8. COMMITTEE OF THE WHOLE REPORT

8.1. November 9, 2015 Committee of the Whole

8.1.1 Mountain Highway Interchange

Recommendation:

THAT staff be directed to inform the Ministry of Transportation and Infrastructure that:

1. The District is generally supportive of Mountain interchange construction proceeding next year, on the condition that the structure can be easily adapted with the upgrade of the Lynn Creek Bridge to provide access from Lynn Valley southbound on Mountain Highway to eastbound Highway 1.
2. The District encourages the Ministry to advance easy to implement improvements like better traveler information, traffic monitoring, variable speed limits, and perhaps ramp metering on existing Highway 1 near the Second Narrows bridgehead.
3. Before there can be an agreement on funding and the package of improvements at Lillooet and Dollarton interchanges, more information is needed on how the design can best meet municipal objectives.

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. Reconsideration of Remedial Action Requirement - 1873 West 15th Street

p. 13-40

File No. 01.0115.30/002.000

Recommendation:

THAT the report from the Municipal Clerk regarding Reconsideration of Remedial Action Requirement - 1873 West 15th Street dated November 5, 2015 be received for information.

- * **9.2. Bylaws 8126 and 8127: 3730-3736 Edgemont Boulevard** **p. 41-146**
File No. 08.3060.20/039.14

Recommendation:

THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)" is ADOPTED.

THAT "Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd.)" is ADOPTED.

- 9.3. Development Permit 39.14 – 3730-3736 Edgemont Blvd.** **p. 147-170**
7 Unit Townhouse
File No.

Recommendation:

THAT Development Permit 39.14 (Attachment A to the November 4, 2015 report of the Community Planner entitled Development Permit 39.14 – 3730-3736 Edgemont Blvd. 7 Unit Townhouse) for a 7 unit townhouse project at 3730-3736 Edgemont Blvd. is ISSUED.

- 9.4. 2015-2019 Consolidated Financial Plan – Bylaw Amendment #1** **p. 171-188**
File No. 05.1780/Financial Plan Process/2015

Recommendation:

THAT "2015-2019 Consolidated Financial Plan Approval Bylaw 8120, 2015, Amendment Bylaw 8146, 2015 (Amendment 1)" is given FIRST, SECOND and THIRD Readings.

- * **9.5. Request for Noise Bylaw Variance – Capilano Main No. 9** **p. 189-199**
(Phase 2) Construction
File No. 11.5210.01/000.000

Recommendation:

THAT the provision of Noise Regulation Bylaw 7188, which regulates construction noise, be relaxed for Metro Vancouver effective immediately until January 31, 2016, for the purpose of internal pipelining works as described in the November 4, 2015 report of the EIT, Project Delivery Office entitled Request for Noise Bylaw Variance – Capilano Main No. 9 (Phase 2) Construction, as follows:

Extended work hours to include night time work from 8 pm to 7 a m
Monday to Saturday until the end of the pipeline construction.

AND THAT authority be delegated to the Municipal Engineer to consider and/or approve an extension to the requested noise variance past January 31 2016 to complete the proposed work, should it be required.

9.6. New Arts and Culture Grants Policy

p. 201-227

File No.

Recommendation

1. THAT Council approve the Arts and Culture Grants Policy (Attachment A to the November 6, 2015 report of the North Vancouver Recreation & Culture Commission Cultural Services Officer entitled Amendments to the Proposed Arts and Culture Grants Policy) as amended after consultation with key organizations;
2. THAT upon adoption of the new policy, the District's existing policies for Arts and Cultural Grants (adopted 1982), Community Investment Program: Events/Festivals (2000) and Operational Support for Major Arts Organizations (2003) be rescinded;
3. AND THAT Council direct staff to amend Bylaws 7987 and 7988 to delegate granting authority to the North Vancouver Recreation & Culture Commission.

10. REPORTS

10.1. Mayor

10.2. Chief Administrative Officer

10.3. Councillors

10.4. Metro Vancouver Committee Appointees

11. ANY OTHER BUSINESS

12. ADJOURNMENT

Recommendation:

THAT the November 16, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

RELEASE OF CLOSED MEETING DECISIONS

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The Corporation of the District of North Vancouver

CORPORATE POLICY

Title	Inappropriate, Offensive, Misleading, Harassing or Threatening Correspondence to Members of Council or Staff
Section	Corporate Administration

POLICY

It is the policy of Council that inappropriate, offensive, misleading, harassing or threatening correspondence addressed to Council or staff will not be tolerated.

Where an individual, group of individuals, association, organization or company submits inappropriate, offensive, misleading, harassing or threatening correspondence to members of Council or staff, Council may, by resolution, direct that all correspondence from that individual, group of individuals, association, organization or company be directed through the Municipal Clerk. This direction is deemed to include the authority for the Manager, Information Technology Services to redirect email correspondence from the named person, persons, organization or company by whatever means are necessary and appropriate so that the email correspondence is not received by individual members of Council and/or staff yet is redirected solely to the Municipal Clerk.

Where Council has determined that this policy applies, the Municipal Clerk shall receive and review all correspondence from any named person, persons, organizations or companies and only forward to the appropriate member(s) of Council or staff correspondence that addresses, in an appropriate civil tone, a legitimate business request, question, comment or suggestion. The Municipal Clerk may redact inappropriate portions of correspondence that otherwise have a legitimate request, question, comment or suggestion. Any exclusively inappropriate, offensive, misleading, harassing or threatening correspondence need not be acknowledged and will be filed.

This policy is not intended to deny any legitimate access to the Council for the District of North Vancouver or its staff. The Municipal Clerk will not withhold or redact any communication or correspondence that is legally required to be made available to Council.

The application of this policy in any particular instance will be reviewed after one calendar year to determine its continued need. A resolution of Council will be required to terminate its application.

Policy approved on:

Policy amended on:

PROCEDURE

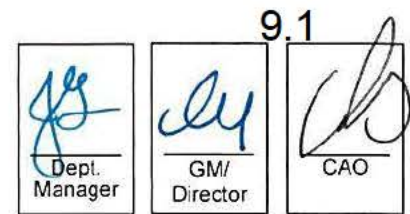
Where Council deems this policy to apply, the following resolution would be appropriate:

THAT recent correspondence from _____ is deemed to be inappropriate, offensive, misleading, harassing or threatening and, in accordance with policy, further correspondence shall be directed to the Municipal Clerk for a period of one year.

REPORTS

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>November 16, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____



The District of North Vancouver REPORT TO COUNCIL

November 5, 2015
File: 01.0115.30/002.000

AUTHOR: James Gordon, Municipal Clerk

SUBJECT: Reconsideration of Remedial Action Requirement - 1873 West 15th Street

RECOMMENDATION:

THAT the report from the Municipal Clerk regarding Reconsideration of Remedial Action Requirement – 1873 West 15th Street dated November 5, 2015 be received for information.

REASON FOR REPORT:

The purpose of this report is to provide Council with background information on a request for reconsideration by the subject of a remedial action requirement.

BACKGROUND:

On October 26, 2015 Council issued the following remedial action requirement:

THAT Council resolve as follows:

1. Council considers that the accumulated materials and structures in the back yard, the front yard and the side yards of the property at 1873 West 15th Street, legally described as:

PID: 010-289-402

Lot 1 of Block 1 District Lots 264 And 266 PLAN VAP8069

(the "Property")

are so unsightly and unclean as to be offensive to the community, and declares, cumulatively and individually, that all said accumulated materials and structures are a nuisance including, but not limited to:

- (a) those accumulated materials shown in the photographs attached as **Schedule A** to the Council Report prepared by the Bylaw Supervisor and dated October 14, 2015; and

- (b) the structures in the rear yard shown in the photographs attached as **Schedule B** to the Report any and all accumulated materials inside said structures.
- (collectively, the "Accumulated Materials and Structures")
- 2. Pursuant to section 72(2)(b)(i) of the *Community Charter*, Council orders that Platon and Maria Calogeros, being the registered owners of the Property (the "Owners") must completely remove from the Property to the satisfaction of the Chief Bylaw Officer the Accumulated Materials and Structures by December 7, 2015 ("the Remedial Action Requirement").
- 3. In the event that the Owners fail to fully comply with the Remedial Action Requirement by December 7, 2015:
 - (a) the District, by its staff, agents and contractors, may enter onto the Property and remove and immediately dispose of all of the Accumulated Materials and Structures at the expense of the Owners; 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 the calendar year, will be added to the Property taxes for the next calendar year, pursuant to s. 258 of the *Community Charter*.

A letter was sent to the property owners on October 28, 2015 advising them of this requirement and associated deadlines.

On November 4, 2015 the property owners wrote requesting Council reconsider the remedial action requirement. This request was received within the fourteen day period permitted by the *Community Charter* so Council is required to provide an opportunity for the property owners to make representations. Council must hear the representations and then may confirm, amend, or cancel the remedial action requirement. The owners will be served notice of the reconsideration to be held at the November 16, 2015 council meeting. Notice of the reconsideration decision will then be served upon the owners following Council's decision.

EXISTING POLICY:

Part 3, Division 12 of the *Community Charter* is the relevant legislation.

OPTIONS:

Council must hear representations from the subject of the remedial action requirement. Afterwards Council may confirm, amend, or cancel the remedial action requirement.

SUBJECT: Reconsideration of Remedial Action Requirement - 1873 West 15th Street

November 5, 2015

Page 3

Respectfully submitted,


James Gordon
Municipal Clerk

Attachments:

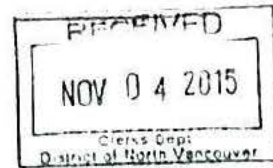
1. November 4, 2015 letter from property owners requesting reconsideration
2. October 28, 2015 letter to property owners regarding remedial action requirement
3. October 21, 2015 letter from property owner
4. October 14, 2015 staff report

Copy: Brian Bydwell, General Manager, Planning, Properties & Permits
Carol Walker, Chief Bylaw Officer
Janice Thomson, Bylaw Enforcement Supervisor

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

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DELIVERED IN PERSON



Nov. 4, 2015
File 09-4000.30/000.001

Mr. James A. Gordon
Municipal Clerk DNV

Re: Remedial Action,

Dr. Mr. Gordon,

We received your letter informing us about what was decided during the council meeting on October 26th, 2015

Strangely enough, my husband was at district hall to address the council and was there during the flagceremony. He was the only person in the audience.

After the ceremony was over, he was the only one left and after waiting a while, he assumed that it was over and left. Consequently we were surprised to read that there actually had been a council meeting.

As for the matter at hand, I hand-delivered a letter to the district office receptionist on Friday before the meeting, addressed to Mr. Mayor and council members, and copies for the Bylaw department and the Municipal clerk, outlining what we are doing to rectify the situation as soon as possible. In the same letter I had asked for some leeway in the completion date. As of today we did not get an acknowledgement to this letter nor did it seem to have been considered during the meeting. I am wondering if it was actually passed on to the appropriate persons/departments before the council meeting. Just in case, I am including a copy.

Meanwhile, we have done a great deal of clean-up over the past weeks.

Most of the accumulated materials along driveway and in the lane have been removed and the structure will be demolished in the weekend.

The backyard has been almost cleared. Working on finishing.

Drive-way and frontyard will be done as well.

In view of the above, and in accordance with section 78 of the Community Charter we request the council to reconsider the remedial action. Not for the cleanup itself, it is definitely being done, as outlined in the previous paragraph.

We are just asking for some leeway in the completion date.

Anticipating your kind consideration in the above matter,

Sincerely yours,

Maria Calogeros

Attachment: 1

Then things went wrong [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

As Ms. Thomson knows, I have been the driving force behind the whole clean up since my husband has trouble parting with his treasures. Over the summer the work did not stop but did slow down.

By the way, some of the "present" pictures are definitely not recent, e.g. page 3 (with snow), 4 and bottom of page 12.

Anyway, I am feeling much better now, and clean-up is underway in full force. We have rented a 40 cubic yard bin for rubbish, and have made countless trips to the recycling depot with stuff and disposed of many things over the past weeks.

Now there is only one big problem left. I hereby throw myself to the mercy of you, Mr. Mayor, and the honorable members of the district council. As mentioned above, in spring we did book a 3-week cruise
[REDACTED]

[REDACTED]. We are working as hard as humanly possible to get the work done by November 26.

I know you have been extremely patient with us, especially Ms. Thomson, but could you please see it in your hearts to give us some leeway with the completion date. No-one wants an end the matter more than I, but after all that has happened this year I so need trip.

Looking forward to a favourable answer in this matter,

With kind regards,

MARIA CALOGEROS

Then things went wrong. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

As Ms. Thomson knows, I have been the driving force behind the whole clean up since my husband has trouble parting with his treasures. Over the summer the work did not stop but did slow down.

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[REDACTED]
[REDACTED]

[REDACTED] *We are working as hard as humanly possible to get the work done by November 26.*

I know you have been extremely patient with us, especially Ms. Thomson, but could you please see it in your hearts to give us some leeway with the completion date. No-one wants an end the matter more than I, but after all that has happened this year I so need trip.

Looking forward to a favourable answer in this matter,

With kind regards,

MARIA CALOGEROS

Mr. James A. Gordon
Municipal Clerk DNV

October 28, 2015
File: 09.4000.30/000.001

Mr. and Mrs. Calogeros
1873 West 15th Street
North Vancouver, BC
V7P 1N5

Dear Mr. and Mrs. Calogeros:

Re: 1873 West 15th – Remedial Action Requirement

This is to advise that on Monday, October 26, 2015 the Council for the District of North Vancouver considered the October 14, 2015 report of the Property Use and Business Licence Coordinator regarding 1873 West 15th Street, North Vancouver. Council subsequently passed the following resolution:

THAT Council resolve as follows:

1. Council considers that the accumulated materials and structures in the back yard, the front yard and the side yards of the property at 1873 West 15th Street, legally described as:

PID: 010-289-402

Lot 1 of Block 1 District Lots 264 And 266 PLAN VAP8069

(the "Property")

are so unsightly and unclean as to be offensive to the community, and declares, cumulatively and individually, that all said accumulated materials and structures are a nuisance including, but not limited to:

- (a) those accumulated materials shown in the photographs attached as **Schedule A** to the Council Report prepared by the Bylaw Supervisor and dated October 14, 2015; and
- (b) the structures in the rear yard shown in the photographs attached as **Schedule B** to the Report any and all accumulated materials inside said structures.

(collectively, the "Accumulated Materials and Structures")

2. Pursuant to section 72(2)(b)(i) of the *Community Charter*, Council orders that Platon and Maria Calogeros, being the registered owners of the Property (the "Owners") must completely remove from the Property to the satisfaction of the Chief Bylaw Officer the Accumulated Materials and Structures by December 7, 2015 ("the Remedial Action Requirement").

3. In the event that the Owners fail to fully comply with the Remedial Action Requirement by December 7, 2015:
 - (a) the District, by its staff, agents and contractors, may enter onto the Property and remove and immediately dispose of all of the Accumulated Materials and Structures at the expense of the Owners; 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 the calendar year, will be added to the Property taxes for the next calendar year, pursuant to s. 258 of the *Community Charter*.

Please note that the person subject to the remedial action order, or the owner of the land where the required action is to be carried out, may request reconsideration by council in accordance with section 78 of the *Community Charter*. A request that Council reconsider the remedial action requirement must be provided to the Clerk's office, in writing, within 14 days of receipt of this letter. As stated in the resolution, if the remedial action requirement is not completed by the date specified, the District of North Vancouver may commence legal proceedings or may take action at the owner's expense as per section 17 of the *Community Charter*.

You may wish to obtain prompt legal advice with respect to this matter.

Sincerely,

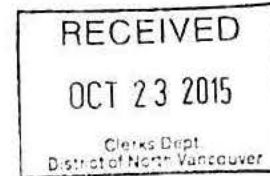


James A. Gordon
Municipal Clerk

cc: Brian Bydwell, General Manager, Planning, Properties & Permits
Carol Walker, Chief Bylaw Officer
Janice Thomson, Bylaw Enforcement Supervisor

encl: October 14, 2015 Report to Council

October 21st, 2015.



Honourable Mayor Richard Walton

Honourable Members of the District Council

Re: Clean-up at 1873 West 15th,

We received the letter regarding the above-mentioned matter and the District Council meeting. We have duly noted all the points made in the attached documents. We totally agree that things went out of hand, especially after my husband retired.

Without trying to find excuses, I would like to point out a few things.

When the matter first was brought to our attention, we immediately started the clean-up. We filled a 40 cubic yard and 3

10 cubic yard rubbish bins and recycled car-loads full of materials, such as wood, metals, electronics, etc.

Things were going very well. We even didn't take time out to go [REDACTED] all to have more

time to clean-up We were looking forward to clean surrounding for the summer and with that in mind, in spring we booked a cruise [REDACTED].

Then things went wrong. [REDACTED]

[REDACTED]

As Ms. Thomson knows, I have been the driving force behind the whole clean up since my husband has trouble parting with his treasures. Over the summer the work did not stop but did slow down.

By the way, some of the "present" pictures are definitely not recent, e.g. page 3 (with snow), 4 and bottom of page 12.

Anyway, I am feeling much better now, and clean-up is underway in full force. We have rented a 40 cubic yard bin for rubbish, and have made countless trips to the recycling depot with stuff and disposed of many things over the past weeks.

Now there is only one big problem left. I hereby throw myself to the mercy of you, Mr. Mayor, and the honorable members of the district council. As mentioned above, in spring we did book a 3-week cruise

[REDACTED]

[REDACTED]

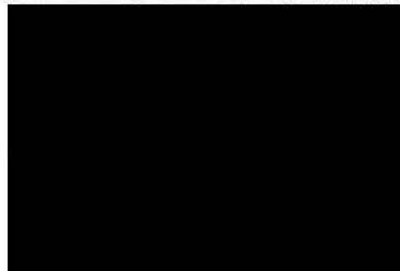
[REDACTED] We are working as hard as humanly possible to get the work done by November 26.

I know you have been extremely patient with us, especially Ms. Thomson, but could you please see it in your hearts to give us some leeway with the completion date. No-one wants an end the matter more than I, but after all that has happened this year I so need trip.

Looking forward to a favourable answer in this matter,


With kind regards,


MARIA CALOGEROS



*Attachments
repro of
Airline Tickets
Cruise tickets
Hotel Voucher*

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>October 26, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____


Dept.
Manager


GM/
Director


CAO

The District of North Vancouver REPORT TO COUNCIL

October 14, 2015
File: 09.4000.30/000.001

AUTHOR: Janice Thomson, Bylaw Services Supervisor

SUBJECT: Remedial Action Requirement - untidy property at 1873 West 15th Street

RECOMMENDATION:

That Council resolve as follows:

1. Council considers that the accumulated materials and structures in the back yard, the front yard and the side yards of the property at 1873 West 15th Street, legally described as

PID: 010-289-402

Lot 1 of Block 1 District Lots 264 And 266 PLAN VAP8069

(the "Property")

are so unsightly and unclean as to be offensive to the community, and declares, cumulatively and individually, that all said accumulated materials and structures are a nuisance including, but not limited to:

- (a) those accumulated materials shown in the photographs attached as **Schedule A** to the Council Report prepared by the Bylaw Supervisor and dated October 14, 2015; and
- (b) the structures in the rear yard shown in the photographs attached as **Schedule B** to the Report any and all accumulated materials inside said structures.

(collectively, the "Accumulated Materials and Structures")

2. Pursuant to section 72(2)(b)(i) of the *Community Charter*, Council orders that Platon and Maria Calogeros, being the registered owners of the Property (the "Owners") must completely remove from the Property to the satisfaction of the Chief Bylaw Officer the Accumulated Materials and Structures by December 7, 2015 ("the Remedial Action Requirement").

3. In the event that the Owners fail to fully comply with the Remedial Action Requirement by December 7, 2015:
 - (a) the District, by its staff, agents and contractors, may enter onto the Property and remove and immediately dispose of all of the Accumulated Materials and Structures at the expense of the Owners; 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 the calendar year, will be added to the Property taxes for the next calendar year, pursuant to s. 258 of the *Community Charter*.

REASON FOR REPORT:

To recommend that Council declare that the Accumulated Materials and Structures constitute a nuisance and to request that Council impose the Remedial Action Requirement.

SUMMARY:

The Property is owned by Platon and Maria Calogeros since 1975. The Owners have allowed the Property to become unsightly with accumulations of discarded materials and ramshackle structures that are assembled largely from reclaimed construction materials, all as shown in photographs in **Attachment A** and **Attachment B**. Staff have requested that the Owners remove the unsightly accumulations and clean up the Property, but the Owners have failed to do so.

BACKGROUND:

The Property has been the subject of numerous complaints since 2001. The Property was significantly cleaned up in or around 2002 as a result of enforcement action by the District.

However, the situation on the Property has subsequently deteriorated as shown in Attachments A and B. The neighbours have been complaining since January of 2014.

Staff have made every attempt to encourage the Owners to clean up their Property. The Owners have made some sporadic efforts in this regard, but as the photographs in Attachments A and B illustrate, there remains a very extensive accumulation of unsightly materials and structures. There have been periods of leniency due to health issues; however any short-term momentum the Owners had to bring the property into compliance has been lost.

EXISTING POLICY:

A Municipal council has the authority to impose a remedial action requirement with respect to declared nuisances under section 72 of the *Community Charter*.

ANALYSIS:

The back yard, side yards, and front yard are covered in accumulated broken and discarded items. Materials hidden by tarps are contributing to the overall nuisance of the Property. Materials have also been placed on District property to the west of the front yard, along the unopened lane allowance and, at times on the 15th Street boulevard.

The accumulations include a large amount of scrap metal, used construction materials and other items salvaged by Mr. Calogeros. He has advised staff this is from his business, and he fixes and sells the materials. He continues to bring more in and the front yard is often a staging area for movement of the materials in this operation. Much of the material is in a deteriorated condition. The Owners have refused permission for staff to go into the rear yard, so at this point, photographs have only been taken from outside the Property, but those show clearly the extent of the unsightly condition of the Property.

In addition, some of the accumulated materials have been haphazardly and loosely put together to form a series of over-lapping structures covering a significant portion of the back yard. Metal roofing coverings appear to be held down by bricks. In some cases, the walls of these structures are propped up by lumber adjacent to, or on, the District's lane allowance to the west of the Property. Deep piles of discarded items are contained within these ramshackle structures. These structures were installed by the Owners without required permits from the District and in some cases in contravention of the Zoning Bylaw. The structures and their contents are an eyesore and should be removed.

Timing/Approval Process:

The recommended clean-up should be performed soon, as the condition of the Property has an impact on the neighbourhood.

Options:

1. Council impose the recommended Remedial Action Requirement on the Property.
2. Provide direction to staff on alternative action.
3. Take no action.

Respectfully submitted,


for Janice Thomson
Bylaw Services Supervisor

List of Attachments:

Attachment A – photographs of Property showing Accumulated Materials

Attachment B – photographs of Property showing Structures

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

Schedule A

1873 West 15th Street



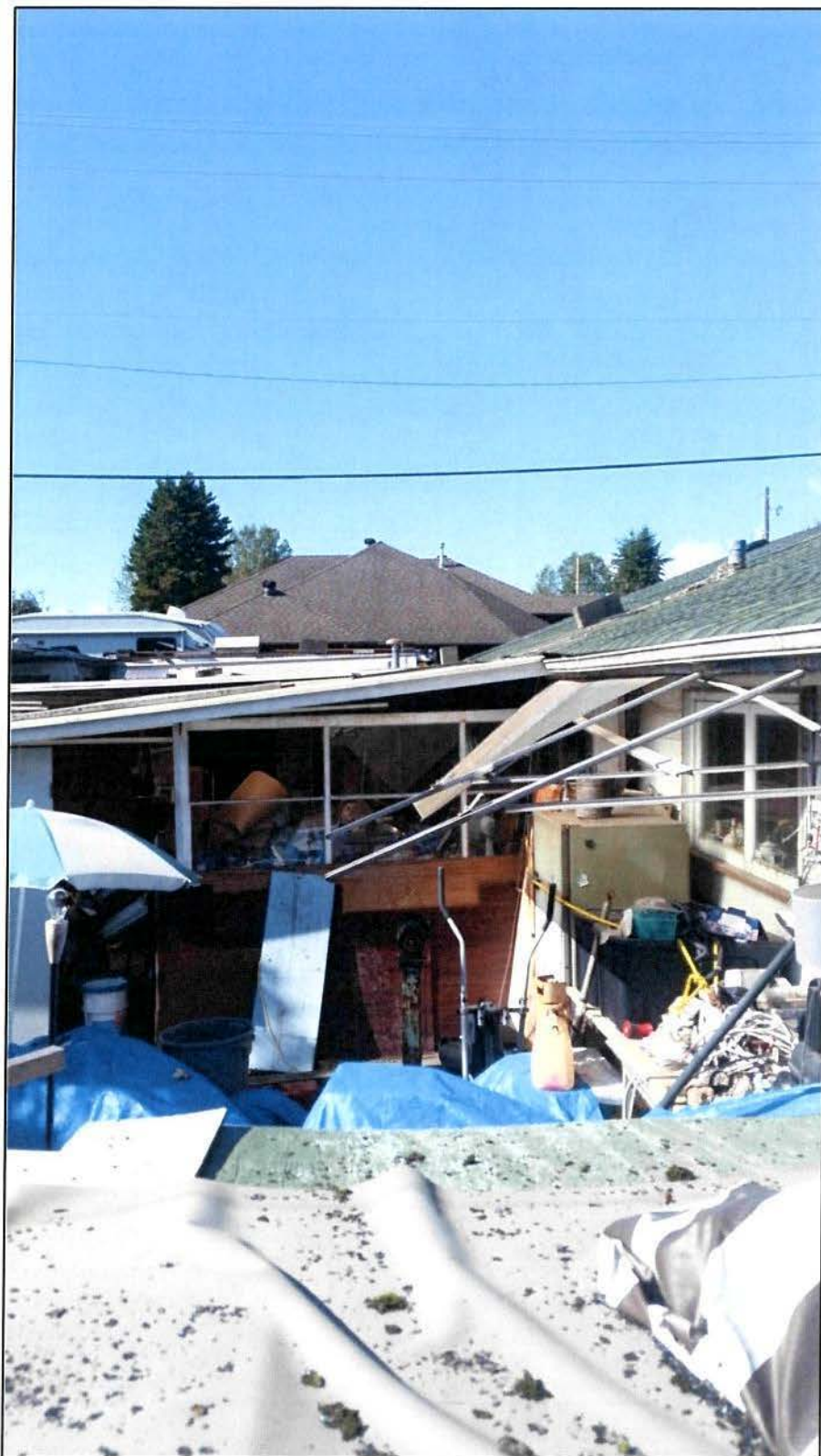
The property contains an accumulation of discarded materials and makeshift structures creating the unsightly and nuisance condition.

Top photograph looking north over back yard showing *original* extent and depth of accumulations. Photograph taken January, 2014

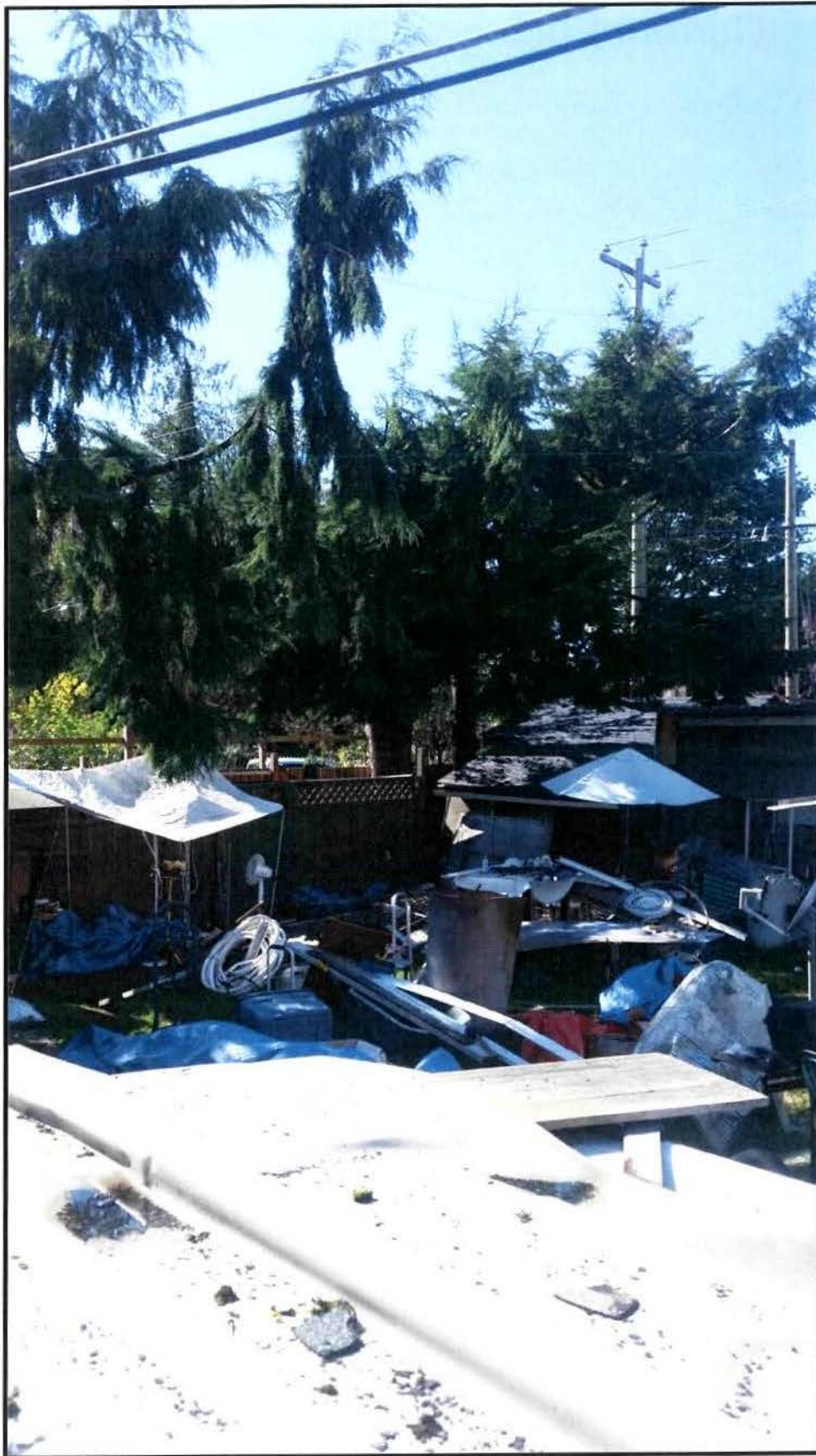


Photograph taken a year ago, shows front yard and boulevard used for staging the removal of accumulated materials.

Current Photographs of Property



Accumulations in back yard, looking west.



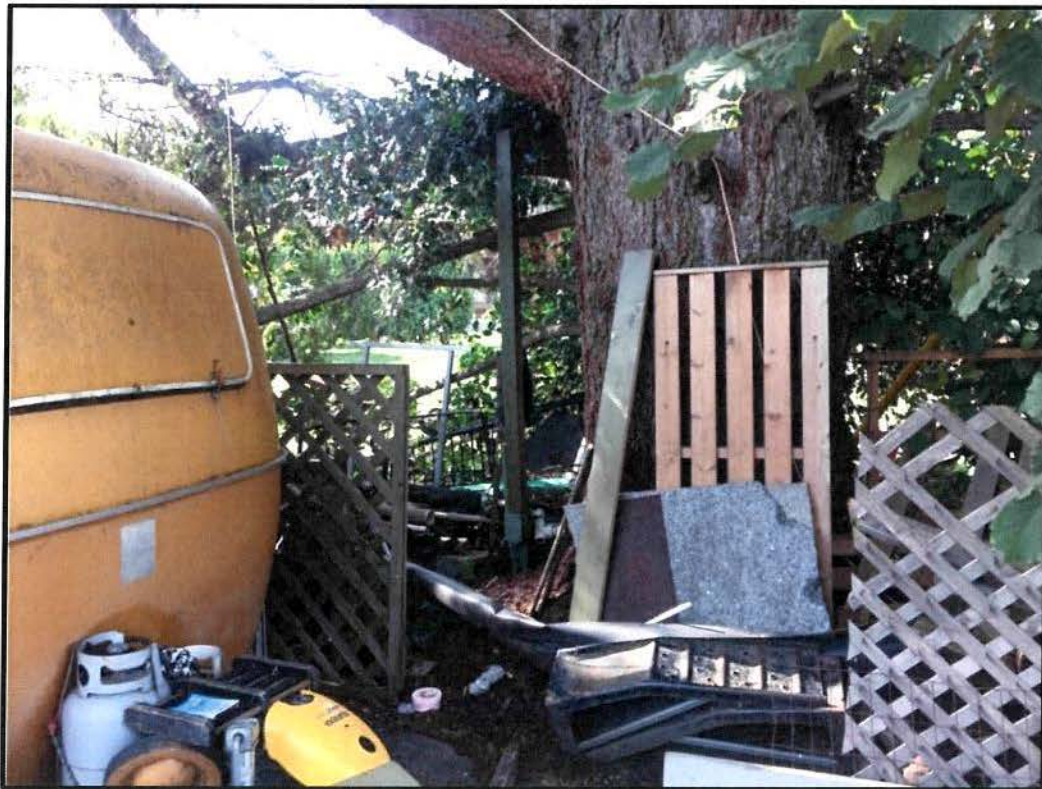
Back yard, looking southwest.



Back yard, looking west.



Back yard, looking northwest.



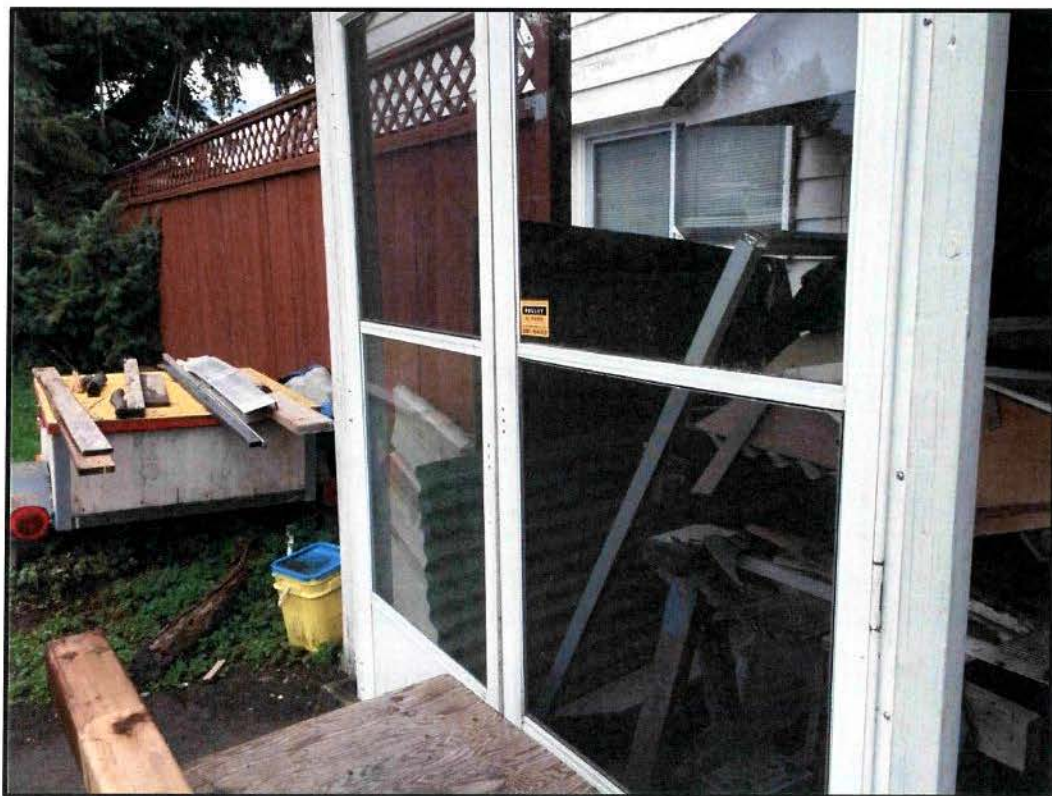
Front yard showing accumulations.

Bottom photograph shows discarded materials encroaching on District property.

Schedule B



Overhead satellite image showing approximate locations of Structures.



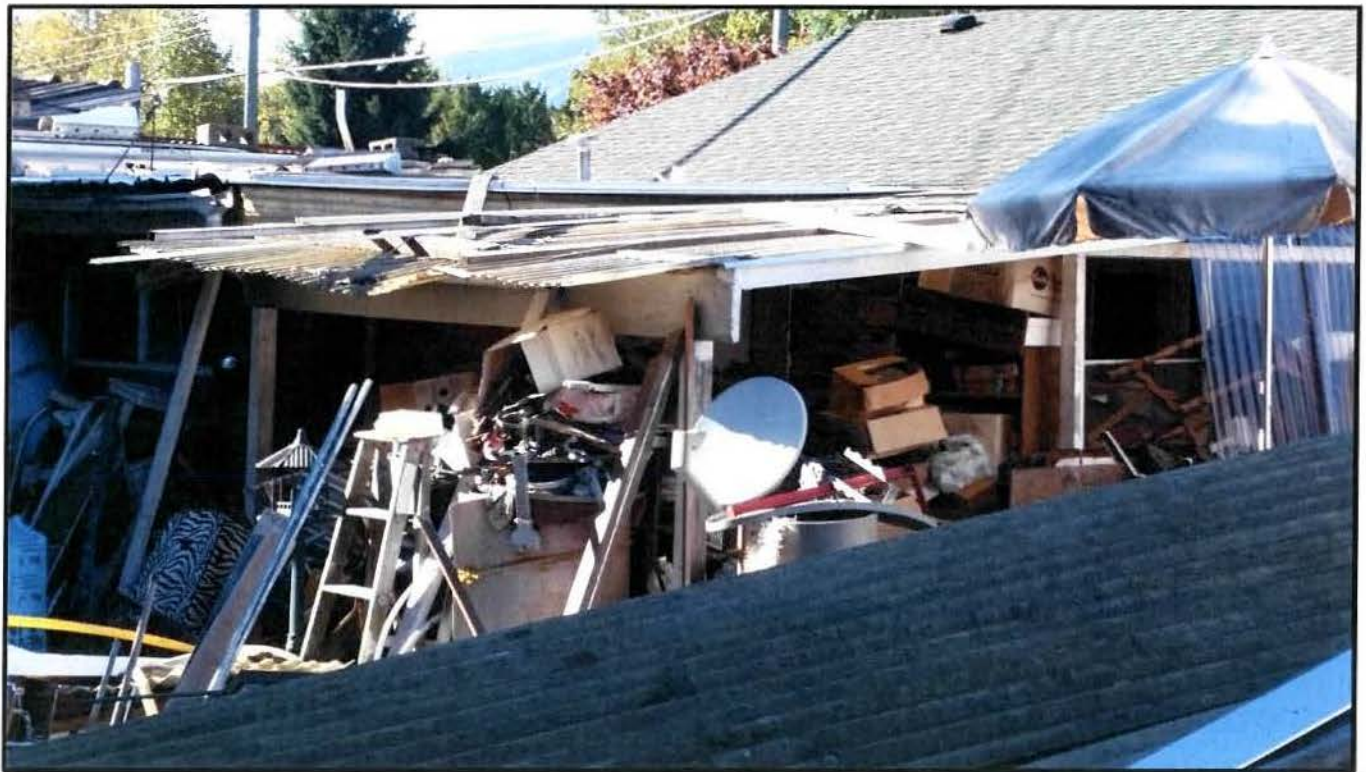
View of Structures along unopened District lane.



Structure built on lane, and the discarded materials contained inside.



Makeshift Structures built along District lane containing discarded materials.



View of Structures looking across the back yard.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>November 16, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

October 7, 2015
 File: 08.3060.20/039.14

AUTHOR: James Gordon, Municipal Clerk

SUBJECT: Bylaws 8126 and 8127: 3730-3736 Edgemont Boulevard

RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)" is ADOPTED.

THAT "Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd.)" is ADOPTED.

BACKGROUND:

Bylaws 8126 and 8127 received First Reading on July 15, 2015. A Public Hearing for Bylaw 8126 was held and closed on July 21, 2015. Bylaws 8126 and 8127 received Second and Third Readings on September 14, 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,


 James Gordon,
 Municipal Clerk

Attachments:

- The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)
- Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd.)
- Staff Report – dated August 19, 2015

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

The Corporation of the District of North Vancouver

Bylaw 8126

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 1332 (Bylaw 8126)".

2. Amendments

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

(a) Section 301 (2) is amended by inserting the following zoning designation:

"Comprehensive Development Zone 85 CD 85"

(b) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following:

"4B85 Comprehensive Development Zone 85 CD 85

The CD 85 zone is applied to:

Legal Address:

Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

4B 85 – 1 Intent

The purpose of the CD 85 Zone is to permit a multi-family residential 7 unit townhouse project.

4B 85 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 85 Zone:

- a) Uses Permitted Without Conditions:
 - i. Residential building, multi-family townhouse

- b) Conditional Uses:
 - i. Not applicable.

4B 85 – 3 Conditions of Use

- i. Not applicable.

4B 85 – 4 Accessory Use

- a) *Accessory uses* are permitted and may include but are not necessarily limited to:
 - i. *Home occupations* in accordance with the regulations in Section 405 of the Zoning Bylaw 3210, 1965.

4B 85 – 5 Density

- a) The maximum permitted density in the CD85 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. Parking
 - ii. Underground storage to a maximum of 147 m² (1,583 sq. ft.)

4B 85 – 6 Amenities

- a) Despite Subsection 4B85 – 5, permitted density in the CD 85 Zone is increased to a maximum of 1,496.1 m² (16,103.8 sq. ft.) *gross floor area*, 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 \$33,585 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i. Improvements to public parks, plazas, trails and greenways;
 - ii. Municipal facilities and facility improvements;
 - iii. Public art and other beautification projects; and

- iv. Affordable or special needs housing.

4B85 – 7 Height

- a) The maximum permitted height for each building is 9.14 metres (30.0 feet) and a maximum of two storeys.
- 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* will be measured to from the *finished grade*. For the purposes of calculating number of storeys, underground parking and roof decks are excluded.

4B 85 – 8 Setbacks

Buildings must be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

Setback	Minimum Required Setback
North (rear)	2.6 m (8.43 ft)
East	1.2 m (4.0 ft)
South (Edgemont Blvd)	6.1 m (20 ft)
West	1.2 m (4.0 ft)

The foundation wall for the underground parking structure must be set back a minimum of 2.4 m (8 ft) from the north property line on the west and a minimum of 8.2 m (27 ft) from the north property line on the east as illustrated in Figure 1.

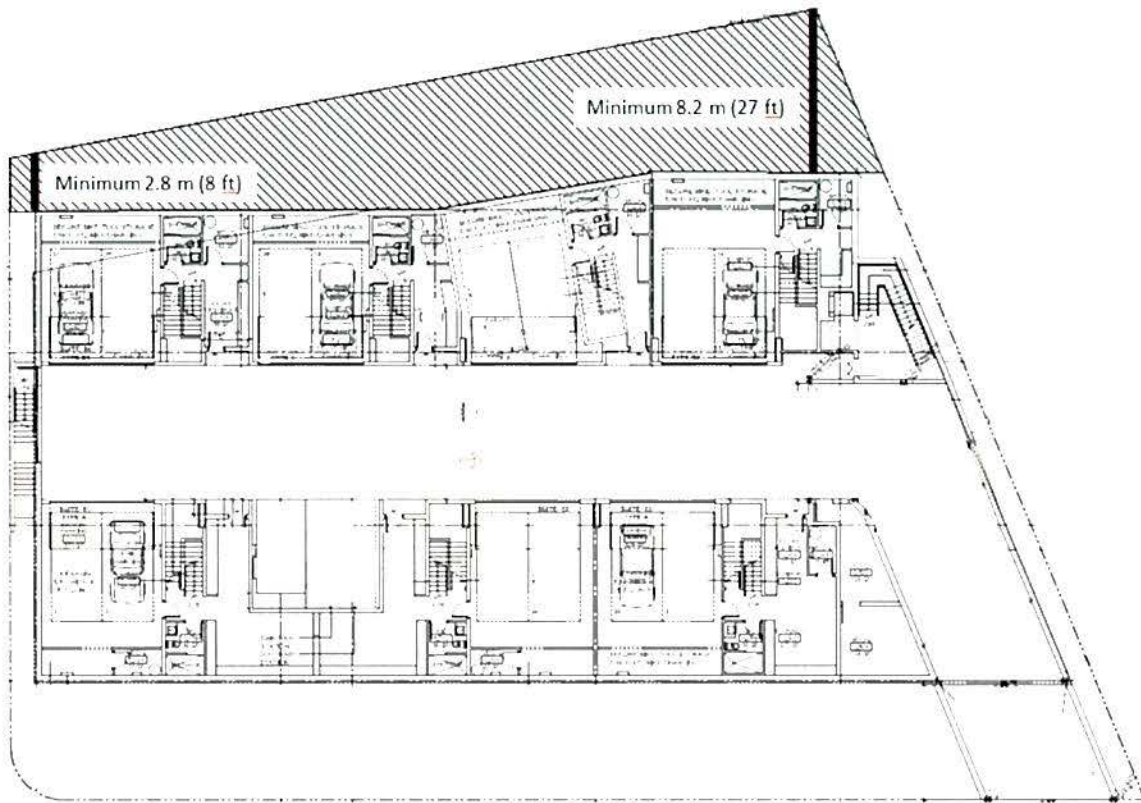


Figure 1

Any excavation within this setback area, as shown hatched in Figure 1, is subject to the requirements of the District's Tree Protection Bylaw 7671 with regard to tree protection issues.

4B 85 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 48%.
- b) Site Coverage: The maximum site coverage is 51%.

4B 85 – 10 Acoustic Requirements

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

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

4B 85 – 11 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or a solid wood fence or a combination thereof.

4B 85-12 Parking, Loading and Servicing Regulations

- a) A minimum of 16 parking spaces are required, inclusive of 2 designated visitor parking spaces;
- b) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- c) Bicycle storage for residents shall be provided on the basis of one space per unit."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multi-Family Residential Zone 1 (RM1) to Comprehensive Development Zone CD 85.

2.3 The Siting Area Map section is amended by deleting Plan Section R/7 and replacing it with the revised Plan Section R/7 attached as Schedule B.

READ a first time June 15th, 2015

PUBLIC HEARING held July 21st, 2015

READ a second time September 14th, 2015

READ a third time September 14th, 2015

ADOPTED

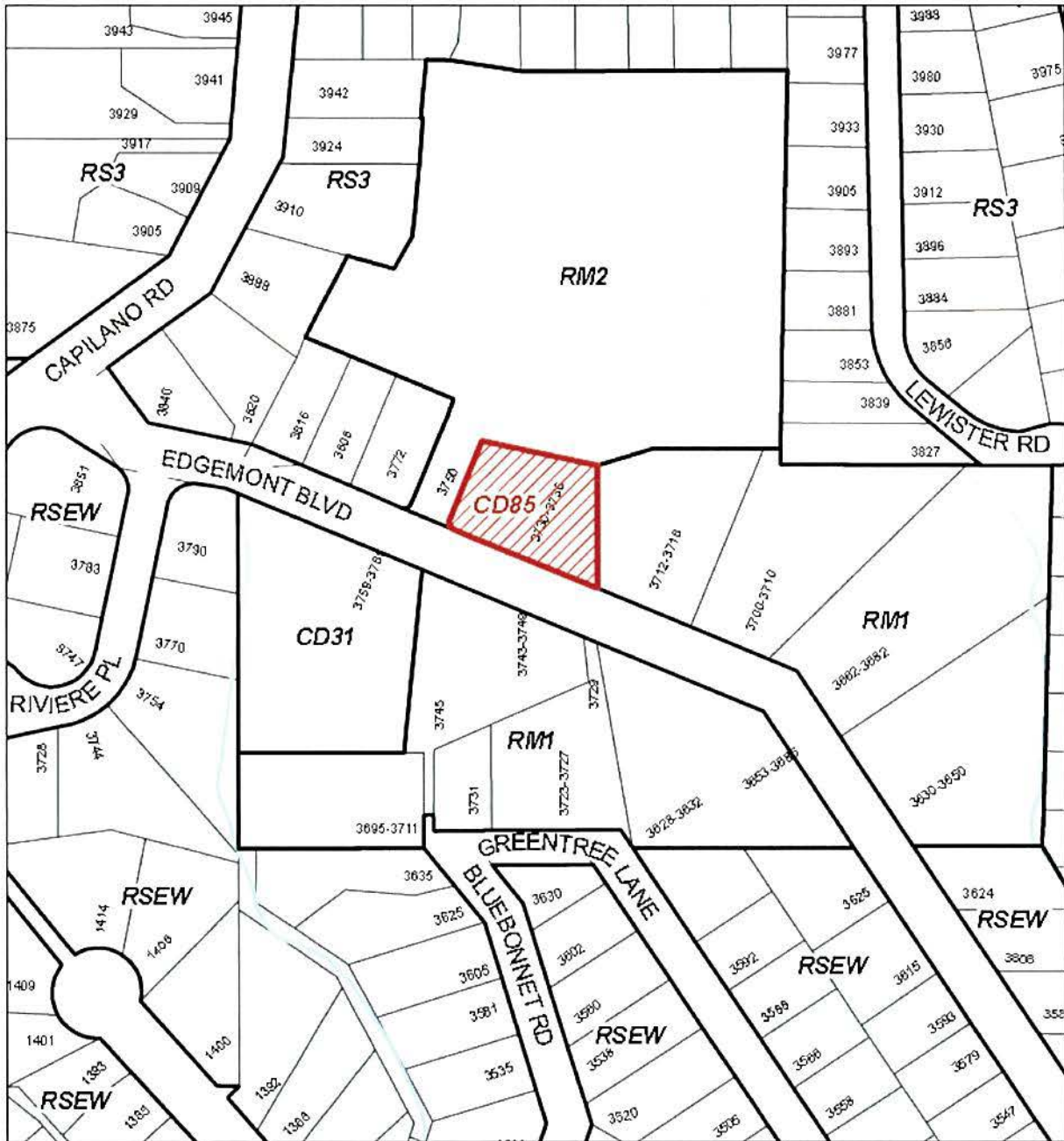
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

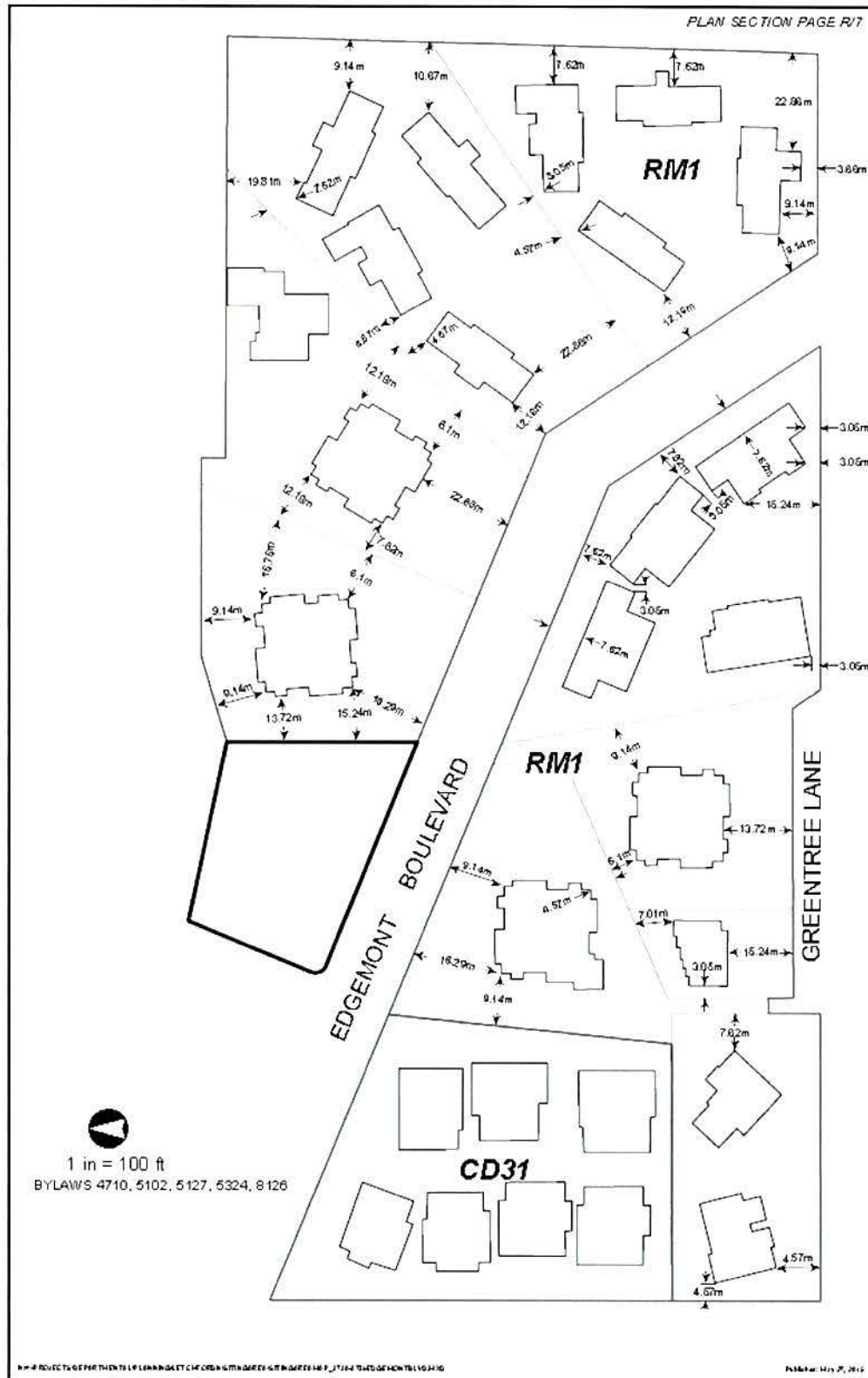
Schedule A to Bylaw 8126



MULTI-FAMILY RESIDENTIAL ZONE 1 (RM1) TO
COMPREHENSIVE DEVELOPMENT ZONE 85 (CD85)



Schedule B to Bylaw 8126



The Corporation of the District of North Vancouver

Bylaw 8127

A bylaw to enter into a Housing Agreement (3730-3736 Edgemont Blvd.)

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 8127, 2015 (3730-3736 Edgemont Blvd.)".

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 Harbourview Homes Corporation substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

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 15th, 2015

READ a second time September 14th, 2015

READ a third time September 14th, 2015

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8127

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

HARBOURVIEW HOMES CORP. INC. No. _____

400-38 Fell Avenue, North Vancouver BC, V7P 3S2

(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 condominium 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 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the development on the Lands contemplated in the Development Permit containing not more than 7 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. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8127 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 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.

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 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 preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation.

3.06 Vote

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

3.07 Notice

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

4. **DEFAULT AND REMEDIES**

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of 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 Costs

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 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 Survival

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

6. **GENERAL PROVISIONS**

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights 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 Release

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

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development 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 Time

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

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest

of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

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

If to the Owner:

Harbourview Homes Corp.
400-38 Fell Avenue
North Vancouver, BC V7P 3S2

Attention:
Facsimile: (604)

If to the Unit Owner:

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

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

a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

The words “must” and “will” 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) 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) 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 8127.

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. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
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.

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

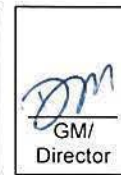
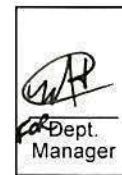
1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for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

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

- END OF DOCUMENT -

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Sept. 14, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver

REPORT TO COUNCIL

August 19, 2015
File: 08.3060.20/039.14

AUTHOR: Natasha Letchford, Community Planner

SUBJECT: Bylaws 8126 and 8127: 3730-3736 Edgemont Boulevard

RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)" is given SECOND and THIRD Readings.

THAT "Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd.)" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8126 and 8127 received First Reading on July 15, 2015. A Public Hearing for Bylaw 8126 was held and closed on July 21, 2015.

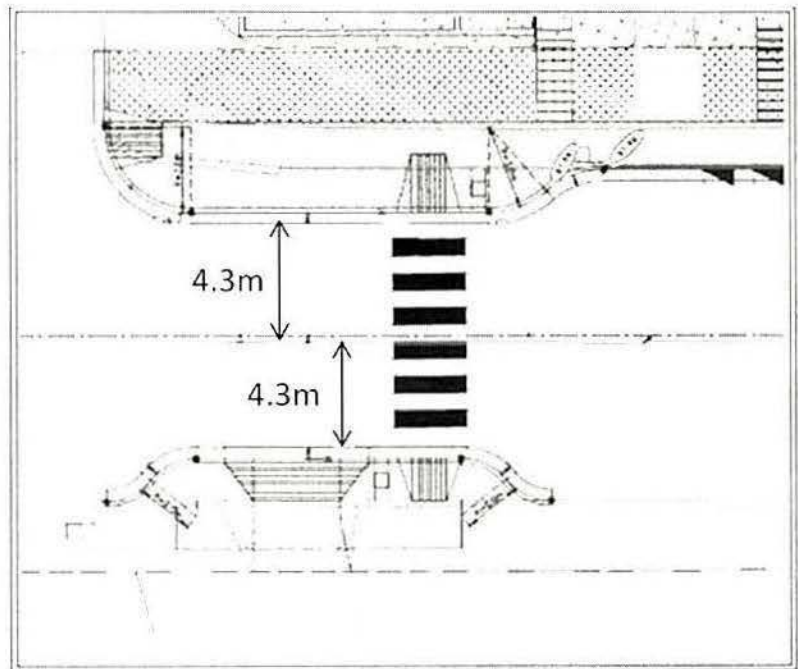
At the Public Hearing the following questions were directed to staff for clarification:

What measures will be taken to ensure that the relocated street light will not be a source of light pollution for the neighbouring residences?

The Engineering Servicing Agreement will require that the street light meet the design requirements of the Development Servicing Bylaw. Obtrusive light, light trespass, and light pollution are key project design issues and the proposed light must use design techniques to mitigate these issues. The proposed Type II Flat Glass Cutoff Roadway Luminaire meets the requirements of the Development Servicing Bylaw and will ensure minimal light spillage.

Can the crosswalk be moved to the west side of the Edgemont Manor driveway and can the curb bulges be removed?

The proposed crossing is not raised and will be a signed and marked zebra crosswalk. Staff reviewed the proposal brought forward at the public hearing to shift the crosswalk to the west of 'The Manor' driveway and Engineering and Transportation staff maintain that the proposed alignment is the best for this site. Shifting the crosswalk to the west would result in a conflict with an existing driveway on the north side of Edgemont Blvd.



The curb bulge is important as it improves public safety by:

- Reducing the crossing distance for pedestrians;
- Increasing pedestrian visibility;
- Reducing vehicle speeds; and,
- Preventing parking close to an intersection

Cyclists will have sufficient room to travel between the curb-bulges and will not be 'squeezed' as each lane is 4.3 m wide clear of the curb bulge which is the standard lane width for a shared bike/car lane.

The North Vancouver Bicycle Master Plan 2012 does not identify this portion of Edgemont Blvd. as a future bicycle route and there is no plan for a dedicated bicycle lane on Edgemont Blvd. between Capilano Road and Sunset Blvd.

Is there a traffic signal planned for the intersection of Capilano Rd. and Edgemont Blvd.?

The District Transportation department is generally supportive of a signal at this intersection. District staff are working with Metro Vancouver to have ducts placed under the pavement in anticipation of a future traffic signal when Capilano Road is restored as part of the Capilano Water Main Project. Installation of a traffic signal at this location is currently unfunded; and, additional funding would need to be added to the capital budget.

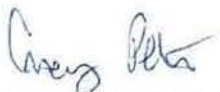
Can "Resident Parking Only" (RPO) be provided along Edgemont Blvd due to the overflow of vehicles from the Capilano Suspension bridge?

Patrons of the Capilano Suspension Bridge parking on neighbouring streets to avoid paying for parking is an issue that has been identified. The District only very rarely designates areas as "Resident Parking Only" and the Capilano Suspension Bridge recently completed an upgrade to their parking resulting in approximately 70 new spots. District staff will be monitoring the parking in the area to determine whether the implementation of time-limited parking may be warranted along this portion of Edgemont Blvd.

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.

Regards,



for Natasha Letchford,
Community Planner

Attachments:

- The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)
- Housing Agreement Bylaw 8127, 2015 (3730-3736 Edgemont Blvd.)
- Public Hearing Minutes – July 21, 2015
- Staff Report – June 4, 2015

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

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The Corporation of the District of North Vancouver

Bylaw 8126

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 1332 (Bylaw 8126)".

2. Amendments

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

(a) Section 301 (2) is amended by inserting the following zoning designation:

"Comprehensive Development Zone 85 CD 85"

(b) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following:

"4B85 Comprehensive Development Zone 85 CD 85

The CD 85 zone is applied to:

Legal Address:

Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

4B 85 – 1 Intent

The purpose of the CD 85 Zone is to permit a multi-family residential 7 unit townhouse project.

4B 85 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 85 Zone:

- a) Uses Permitted Without Conditions:
 - i. Residential building, multi-family townhouse

- b) Conditional Uses:
 - i. Not applicable.

4B 85 – 3 Conditions of Use

- i. Not applicable.

4B 85 – 4 Accessory Use

- a) *Accessory uses* are permitted and may include but are not necessarily limited to:
 - i. *Home occupations* in accordance with the regulations in Section 405 of the Zoning Bylaw 3210, 1965.

4B 85 – 5 Density

- a) The maximum permitted density in the CD85 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. Parking
 - ii. Underground storage to a maximum of 147 m² (1,583 sq. ft.)

4B 85 – 6 Amenities

- a) Despite Subsection 4B85 – 5, permitted density in the CD 85 Zone is increased to a maximum of 1,496.1 m² (16,103.8 sq. ft.) *gross floor area*, 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 \$33,585 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i. Improvements to public parks, plazas, trails and greenways;
 - ii. Municipal facilities and facility improvements;
 - iii. Public art and other beautification projects; and

- iv. Affordable or special needs housing.

4B85 – 7 Height

- a) The maximum permitted height for each building is 9.14 metres (30.0 feet) and a maximum of two storeys.
- 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* will be measured to from the *finished grade*. For the purposes of calculating number of storeys, underground parking and roof decks are excluded.

4B 85 – 8 Setbacks

Buildings must be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

Setback	Minimum Required Setback
North (rear)	2.6 m (8.43 ft)
East	1.2 m (4.0 ft)
South (Edgemont Blvd)	6.1 m (20 ft)
West	1.2 m (4.0 ft)

The foundation wall for the underground parking structure must be set back a minimum of 2.4 m (8 ft) from the north property line on the west and a minimum of 8.2 m (27 ft) from the north property line on the east as illustrated in Figure 1.

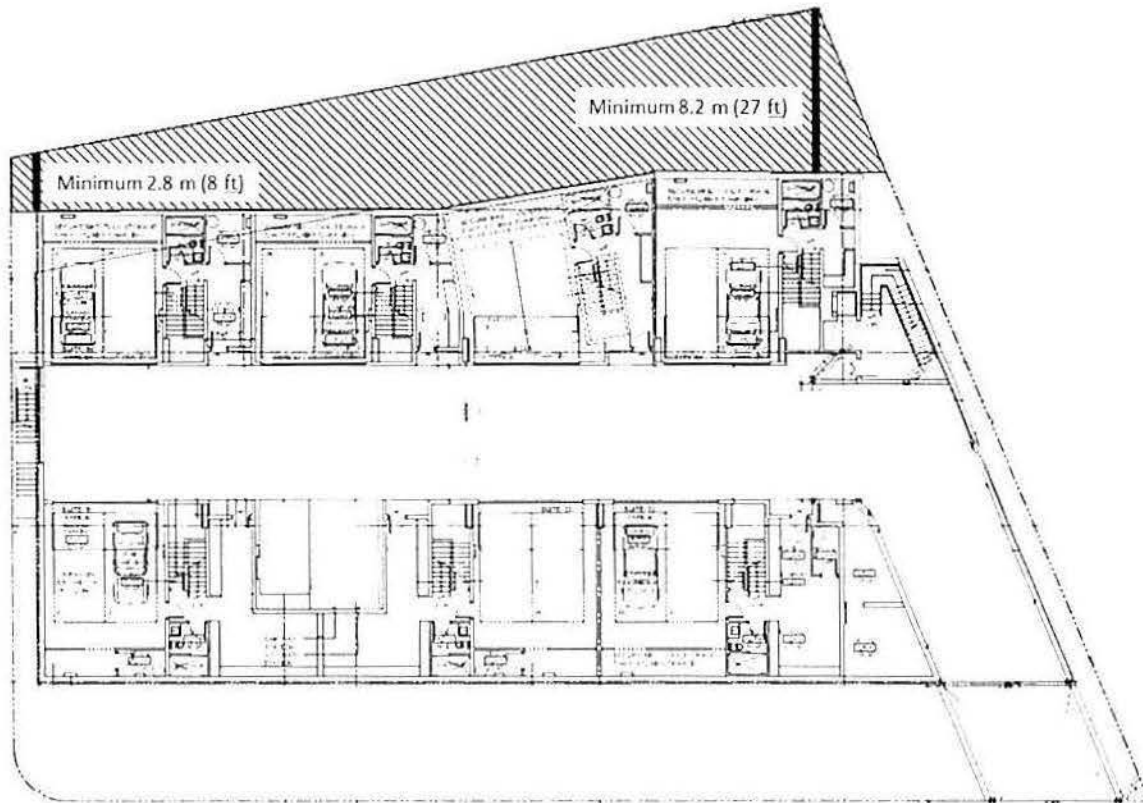


Figure 1

Any excavation within this setback area, as shown hatched in Figure 1, is subject to the requirements of the District's Tree Protection Bylaw 7671 with regard to tree protection issues.

4B 85 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 48%.
- b) Site Coverage: The maximum site coverage is 51%.

4B 85 – 10 Acoustic Requirements

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

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

4B 85 – 11 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or a solid wood fence or a combination thereof.

4B 85-12 Parking, Loading and Servicing Regulations

- a) A minimum of 16 parking spaces are required, inclusive of 2 designated visitor parking spaces;
- b) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- c) Bicycle storage for residents shall be provided on the basis of one space per unit."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multi-Family Residential Zone 1 (RM1) to Comprehensive Development Zone CD 85.

2.3 The Siting Area Map section is amended by deleting Plan Section R/7 and replacing it with the revised Plan Section R/7 attached as Schedule B.

READ a first time June 15th, 2015

PUBLIC HEARING held July 21st, 2015

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

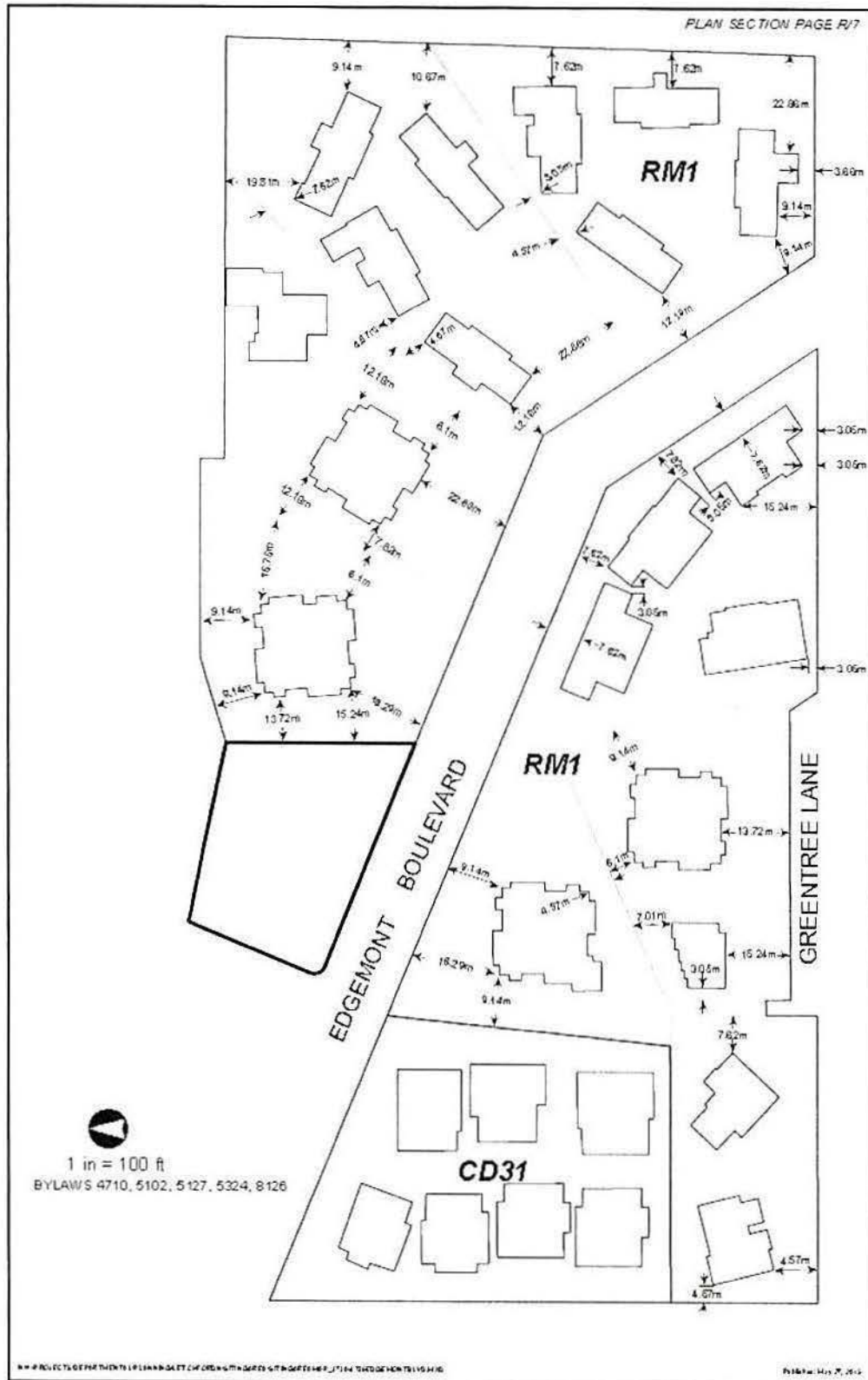
Schedule A to Bylaw 8126



MULTI-FAMILY RESIDENTIAL ZONE 1 (RM1) TO
COMPREHENSIVE DEVELOPMENT ZONE 85 (CD85)



Schedule B to Bylaw 8126



The Corporation of the District of North Vancouver

Bylaw 8127

A bylaw to enter into a Housing Agreement (3730-3736 Edgemont Blvd.)

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 8127, 2015 (3730-3736 Edgemont Blvd.)".

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 Harbourview Homes Corporation substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

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 15th, 2015

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8127

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

HARBOURVIEW HOMES CORP. INC. No. _____

400-38 Fell Avenue, North Vancouver BC, V7P 3S2

(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 condominium 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 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the development on the Lands contemplated in the Development Permit containing not more than 7 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. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8127 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 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.

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 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 preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation.

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of 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 Costs

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 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 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights 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 Release

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

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development 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 Time

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

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest

of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

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

If to the Owner:

Harbourview Homes Corp.
400-38 Fell Avenue
North Vancouver, BC V7P 3S2

Attention:
Facsimile: (604)

If to the Unit Owner:

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

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

a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. **INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

The words “must” and “will” 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) 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) 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 8127.

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. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
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.

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

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

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

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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, July 21, 2015 commencing at 7:25 p.m.

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

Absent: Councillor L. Muri

Staff: Ms. J. Paton, Manager – Development Planning
Ms. L. Brick, Deputy Municipal Clerk
Ms. S. Dale, Confidential Council Clerk
Mr. E. Wilhelm, Planner

The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)

Purpose of Bylaw:

Bylaw 8126 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 85 (CD85) and rezone the subject lands from Multi-Family Residential Zone 1 (RM1) to CD85 to permit the development of a seven unit townhouse project.

1. OPENING BY THE MAYOR

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

In Mayor Walton'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; and,
- 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.

Ms. Linda Brick, Deputy Municipal Clerk, stated 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 8126 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 85 (CD85) and rezone the subject lands from Multi-Family Residential Zone 1 (RM1) to CD85 to permit the development of a seven unit townhouse project.

3. PRESENTATION BY STAFF

Mr. Eric Wilhelm, Planner, provided an overview of the proposal elaborating on the Deputy Clerk's introduction.

Mr. Wilhelm advised that:

- The development site is located on the north side of Edgemont Boulevard, east of Capilano Road;
- The site is a multi-family lot of approximately 20,900 sq. ft. in area;
- There are currently four units on the site;
- The proposed project consists of seven two-storey townhouse units arranged in three separate buildings;
- The underground parking is accessed from the south-east corner of the property;
- The proposed FSR is 0.77 which is consistent with the Official Community Plan;
- One level of underground parking, with access from the south east corner of the site off of Edgemont Boulevard is provided;
- Each unit has an individual two car garage with a storage area which can accommodate at least two bicycles;
- There are an additional two visitor parking spaces provided in the underground parking;
- Bylaw 8127 authorizes the District to enter into a housing Agreement to ensure that the proposed units remain available as rental units;
- The design of the building draws on the history of West Coast modernism in the area;
- The trees on the north of the site between the Manor and the project are being retained to maintain privacy as well as the treed character of the site;

- The lane width between the bulges is 4.3m, is the standard width for a shared bicycle/vehicle lane and provides safer passage for cyclists;
- The proposed new curb bulges and the marked zebra crosswalk will improve public safety by: reducing vehicle speeds; reducing the crossing distance for pedestrians; increasing pedestrian visibility; and, preventing parking close to an intersection;
- A community amenity contribution of \$33,585 is required and will go towards: public art; parks and trails; and, the affordable housing fund; and,
- Edgemont Boulevard is expected to be closed at Capilano Road from January 2016 to April 2016 as part of the Capilano Water Main Replacement Project. A restrictive land use covenant will be required that makes it clear that a Building Permit will not be issued until after the intersection at Capilano Road and Edgemont Boulevard is reopened.

4. PRESENTATION BY APPLICANT

4.1. Mr. Al Saunders, Harbourview Homes Corp.:

- Commented that the proposed development will provide a variety of housing options; and,
- Commented that the applicant has met with the neighbours to discuss the privacy concerns and will ensure privacy is maintained through a variety of measures.

4.2. Mr. Steve McFarlane, McFarlane Biggar Architects & Designers:

- Provided an overview of the proposed site plan and building design;
- Commented that the proposed development will provide a variety of housing options;
- Noted that the proposed project is consistent with the vision of the Official Community Plan;
- Commented that the proposed development will provide an opportunity for aging residents to stay within their community;
- Noted that the underground parking is serviced by a lift to the courtyard; and,
- Opined that the design supports a wide variety of lifestyles and age groups.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Bruce Martinuik, 3100 Block Beverley Crescent:

IN FAVOUR

- Spoke in support of the proposed development;
- Opined that the proposed project is in keeping with the character of the neighbourhood; and,
- Commented that the proposed development will provide varied housing options.

5.2. Ms. Paige Ackerman, 3700 Block Edgemont Boulevard:

IN FAVOUR

- Spoke in support of the proposed development;
- Expressed concerns with light pollution from the streetlamp at the entrance to the Manor;
- Requested that the crosswalk be extended from the sidewalk on the west side of the Manor's entrance to the existing sidewalk at the edge of the property line of the Crescent;
- Expressed concerns regarding traffic and parking that result from the Capilano Suspension Bridge; and,

- Requested the installation of resident only parking or time limiting parking to reduce the parking congestion and increase resident safety.

5.3. Mr. Jim West, 3500 Block Emerald Drive: IN FAVOUR

- Spoke in support of the proposed project;
- Commented that the proposed development is aesthetically pleasing; and,
- Opined that the proposed development will be a great asset to the neighbourhood.

5.4. Mr. Peter Duyker, 3100 Block Edgemont Boulevard: IN FAVOUR

- Spoke in support of the proposed development;
- Commented that the proposed development will provide a variety of housing options;
- Requested "resident only" parking be issued; and,
- Opined that the intersection at Capilano Road and Edgemont Boulevard is dangerous and suggested a traffic light be installed.

5.5. Mr. Paul McCarthy, 3700 Block Edgemont Boulevard: IN FAVOUR

- Spoke in support of the proposed development;
- Requested a traffic light be installed at the intersection of Edgemont Boulevard and Capilano Road; and,
- Expressed concerns with the configuration of the sidewalk.

5.6. Mr. Corrie Kost, 2800 Block Colwood Drive: IN FAVOUR

- Suggested that Public Hearings not be scheduled in the summer as many people are away;
- Requested staff provide information on how community amenity contributions are calculated;
- Commented that the proposed development will provide a range of housing options;
- Opined that the proposed development will not provide affordable housing; and,
- Expressed concerns with the quality of the shadow studies.

6. QUESTIONS FROM COUNCIL

Council requested that staff report back on the following:

- Various lighting options;
- Improved crosswalks;
- Speed tables;
- Traffic and parking issues;
- A possible traffic light at the intersection of Edgemont Boulevard and Capilano Road; and,
- How to fund and address these issues.

In response to a question from Council regarding solar panels, the applicant advised that passive solar would be a part of the project.

In response to a question from Council, staff advised that the existing multi-family development on the site consists of four rental units.

Staff advised that there is not a plan to install a dedicated bike lane on Edgemont Boulevard. Staff noted that 4.3m is a sufficient width for a shared bicycle/vehicle lane and provides safe passage for cyclists.

7. COUNCIL RESOLUTION

MOVED by Councillor BASSAM

SECONDED by Councillor HICKS

THAT the July 21, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1332 (Bylaw 8126)" be returned to Council for further consideration.

CARRIED
(8:10 p.m.)

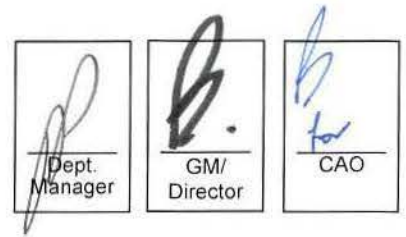
CERTIFIED CORRECT:



Confidential Council Clerk

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>JUNE 15, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver REPORT TO COUNCIL

June 4, 2015
File: 08.3060.20/039.14

AUTHOR: Natasha Letchford, Planner

SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard

RECOMMENDATION:

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.

REASON FOR REPORT:

The project requires Council's consideration of:

- Bylaw 8126 to rezone the subject properties; and,
- Bylaw 8127 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop an existing multi-family lot addressed 3730 to 3736 Edgemont Blvd into a two storey, 7 unit townhouse project.

Implementation of the project requires a rezoning bylaw (Bylaw 8126) and a Housing Agreement bylaw (Bylaw 8127). The Rezoning Bylaw is recommended for Introduction and referral to a Public Hearing. A development permit will be forwarded to Council for consideration if the rezoning proceeds.



BACKGROUND:

Official Community Plan

The Subject properties are designated *Residential Level 3: Attached Residential (RES 3)* in the District Official Community Plan (OCP) and for reference, detached residential in the Upper Capilano Local Plan. RES3 envisions ground-oriented multifamily housing within neighbourhoods up to approximately 0.80 FSR – the proposed FSR of 0.77 is consistent with the OCP.



The existing multi-family development on the site consists of 4 rental units.

The proposed units are three bedroom units ranging from 2,418 sq. ft. (224 m²) to 3,200 sq. ft. (297 m²) in size, which will be attractive to both families and downsizers, and as such supports 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.”



Zoning

The subject property is zoned Residential Multi-Family 1 (RM-1) which permits low to medium density development. The zoning bylaw also includes a siting area map, which matches the layout of the existing buildings on this lot. Bylaw 8126 proposes a new Comprehensive Development Zone tailored specifically to this project and removes the Siting Area requirement for this lot

Development Permit

The subject lot is in the following Development Permit Areas (DPA):

- Form and Character of Multi-Family Development; and,
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

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

Strata Rental Protection Policy

The Corporate "Strata Rental Protection Policy" applies to this project as the rezoning would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8126 is provided to implement that Policy.



VIEW FROM SOUTHWEST

ANAYLSIS:

The Site and Surrounding Area:

The site consists of one multi-family residential lot located on Edgemont Blvd towards Capilano Rd. The 'Edgemont Manor' is located to the north of the site and numerous multi family ground oriented developments are located to the east and south of the site. The properties to the west along Edgemont Blvd are single family homes.

Project Description:

Site Plan/Building Description

The project consists of 7 two-storey townhouse units arranged in 3 buildings with a shared underground parking garage.

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for
a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

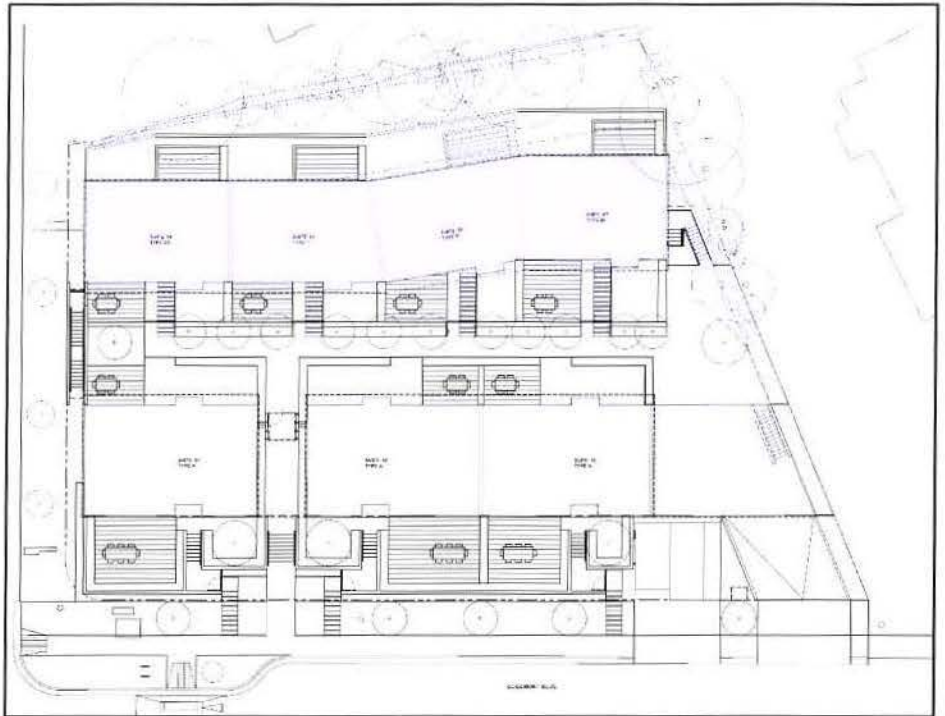
June 4, 2015

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The project drew inspiration from the neighbouring flat roofed Shalal Garden project designed by Fred Hollingsworth as well as from the long history of west-coast modern design in North Vancouver and this neighbourhood.

The units are 3 bedrooms and range in size from 2,418 sq. ft. (224 m²) to 3,200 sq. ft. (297 m²). The building is approximately 32 ft (9.7 m) high.

There is an exterior courtyard that runs the width of the property; this is a pedestrian focused space that allows natural light to penetrate into the units. The courtyard is accessible from Edgemont Blvd and the ground floor of the units. The four units along the north of the property each have a private roof deck.



Parking

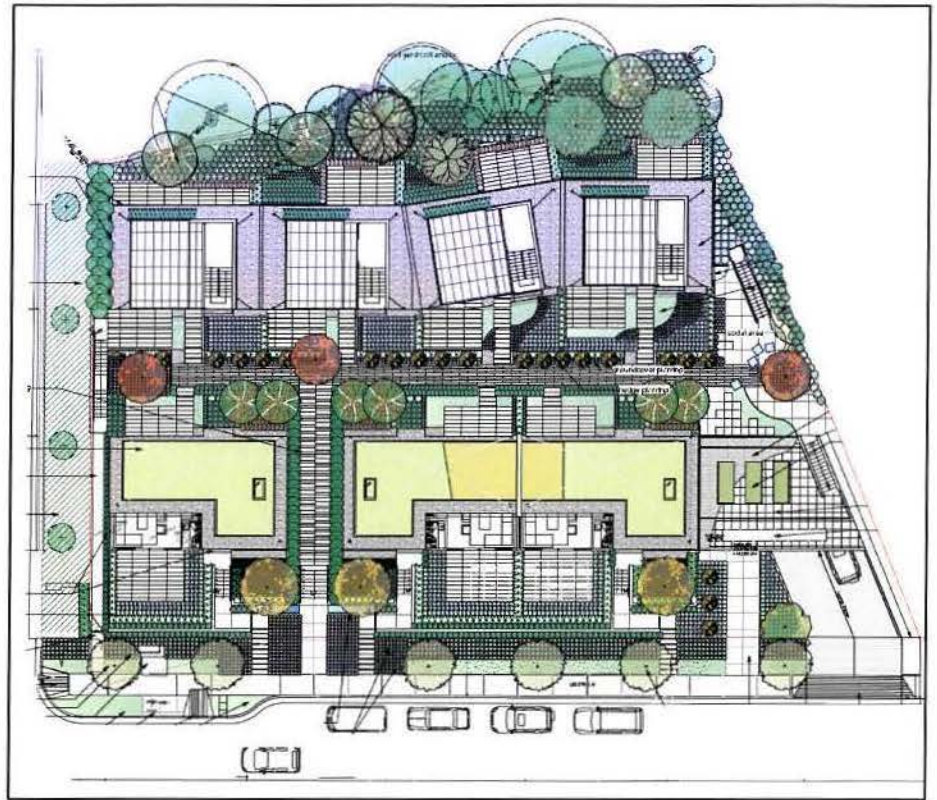
One level of underground parking, with access from the south east corner of the site off of Edgemont Blvd, is provided. The underground parking level is designed to be a light and airy space through the introduction of daylight via a continuous ribbon window.

Each unit has an individual two car garage with a storage area which can accommodate at least 2 bicycles. Each garage is pre-wired for an electrical vehicle charging outlet which is suitable for bikes and cars. There are an additional two visitor parking spaces provided in the underground parking. There are two Class 2 at-grade bike parking spaces accessed from Edgemont Boulevard. These bicycle parking spaces are located in a covered area that will be well-lit at night.

The proposal also includes a dog and car/bike wash space in the parkade.

Landscaping

The trees on the north of the site between the Manor and the project are being retained to maintain privacy as well as the treed character of the site. The garage setback has been carefully designed to allow this tree retention and is included in the CD 85 Zone. In addition, following input from the neighbours, seven trees (maples and dogwood) will be carefully planted amongst the existing trees to ensure a continuous canopy screen on the north property boundary between the site and the Manor. A majority of the trees along the boundary are conifers and will provide screening year round.



A majority of the trees along the boundary are conifers and will provide screening year round.

The trees on the south property line, along Edgemont Blvd, will be removed as they are previously topped and in poor to very poor condition. Ten replacement trees will be planted along the front of the property.

The landscaping throughout the property includes native and drought tolerant species which require minimal maintenance.

Acoustic Regulations

Bylaw 8127 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. As a condition of a development permit, the applicant will be required to provide a report from a qualified noise consultant.

Reduced copies of site, architectural, and landscaping plans are included as Attachment C for Council's reference.

OFF-SITE IMPROVEMENTS:

The application includes the construction of a new zebra crosswalk and a curb bulge to reduce the width of Edgemont Boulevard as well as an extension of the existing sidewalk on the south side of Edgemont Blvd. A replacement street light is required at the corner of Edgemont Blvd and the Manor's driveway.

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 Build Green™ 'Gold'.

The two buildings on the south end of the property have low maintenance green roofs, which are not accessible by the residents, which will help achieve the building energy performance targets.



IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8126, and a Housing Agreement Bylaw, Bylaw 8127, as well as issuance of a development permit and registration of legal agreements. Bylaw 8126 (Attachment A) rezones the subjects properties from Residential Multi-Family 1 (RM1) to a new Comprehensive Development 85 Zone (CD 85) which:

- Establishes the multi-family residential use;
- Establishes a base density FSR (Floor Space Ratio) of 0.45;
- Allows an increased density with a payment of a \$33,585 CAC (Community Amenity Contribution) and entering into a housing agreement to restrict future strata rental restrictions; and,
- Incorporates acoustic requirements.

Bylaw 8127 (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; and,
- A tree protection covenant.

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 \$33,585 has been calculated and this amount is included in the proposed CD 85 Zone. It is anticipated that the CACs from this development will include contributions toward any of the following: public parks, plazas, trails, and greenway; environmental, pedestrian, or other public realm infrastructure improvements; and, to the affordable housing fund.

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment, Permits, Parks, Engineering, Policy Planning, Urban Design, Transportation Planning, the Fire Department and the Arts Office.

Advisory Design Panel

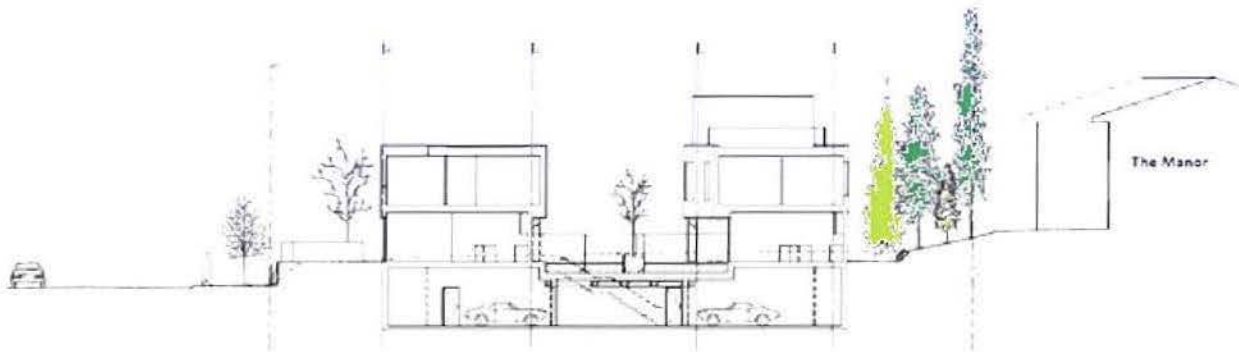
The application was considered by the Advisory Design Panel on November 13, 2014 and the panel commended the applicant for the quality of the proposal and recommends the approval of the project pending improved accessibility to the courtyard and additional natural lighting in the underground garage.

In response to the Panel's motion, the applicant is proposing a continuous ribbon window at the west end of the parkade to allow more light into the parkade. There is now an accessible access route along the east edge of the property from the sidewalk on Edgemont Blvd which leads to the courtyard.

PUBLIC INPUT:

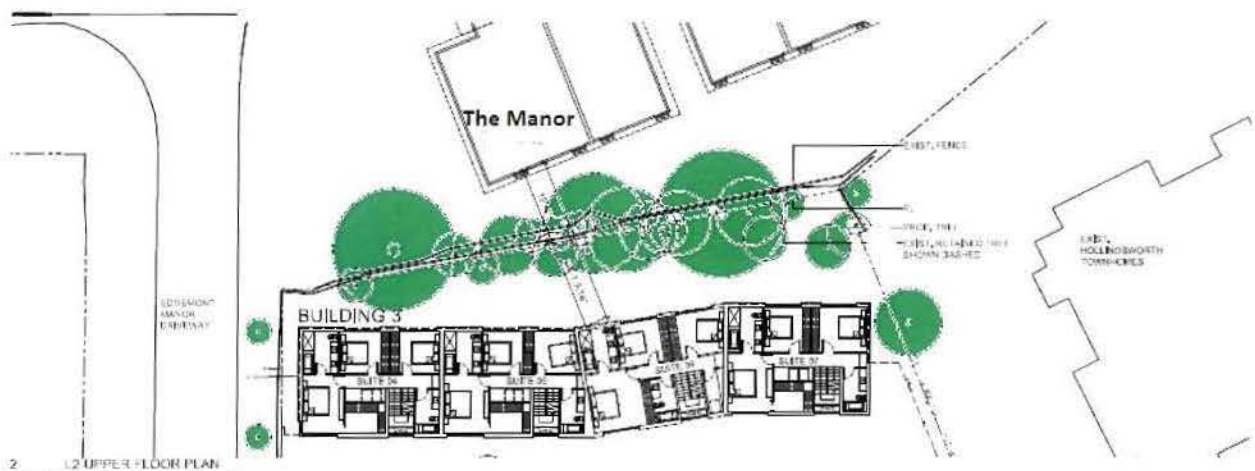
Public Information Meeting

The applicant held a facilitated early public input meeting at the detailed application stage on December 9, 2014. The meeting was attended by approximately 31 people.



A key input from the preliminary application was a concern over a potential loss of privacy for the residents of "The Manor at Edgemont".

The applicant met with the neighbours to discuss the privacy concerns.



To address the concerns of the neighbours the applicant, in discussion with the neighbours, ensured privacy is maintained through the following measures:

- Retaining the existing trees along the boundary between the project and Edgemont Manor; and ensuring construction is compatible with tree retention through bylaw setbacks;
- Planting new trees which will further fill the few existing openings in the canopy;

SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard

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- Heavily planting the area under the trees on the boundary between the Manor and the project;
- Maintaining existing fences between the Manor and the project – these fences serve as a screen between the Manor patios and the project's patio;
- The windows for the project on the second floor are installed lower than the Manor windows; and,
- Construction of planter screens on the northern edge of the project's rooftop decks.

A concern was raised over the installation of a replacement street light and possible increased light pollution. The street light replaces an existing light mounted on a BC Hydro pole and will have the necessary light spill controls and will produce a similar level of light as the existing street light.

CONSTRUCTION MANAGEMENT PLAN:

In order to address the goal 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 Management plan must minimize construction impacts on pedestrian and vehicle movement along Edgemont Blvd; while accommodating the Capilano Water Main project. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the 'construction traffic management' must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. 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 with other developments in the area;

6. Ascertain a location for truck marshalling and trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

Edgemont Boulevard is expected to be closed at Capilano Road from January 2016 to April 2016 as part of the Capilano Water Main Replacement Project. Due to other development projects and associated major civil works potentially underway in Edgemont Village the excavation works for this project will not be permitted to take place until the intersection of Capilano Rd and Edgemont Blvd is re-opened. A restrictive land use covenant will be required that makes it clear that a building permit will not be issued until after the intersection at Capilano Rd and Edgemont Blvd is reopened (anticipated May 2016).

CONCLUSION:

The project is consistent with the directions established in the OCP. It addresses OCP housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Introduce Bylaws 8126 and 8127 and refer Bylaw 8126 to a Public Hearing (staff recommendation); or,
2. Defeat Bylaw 8126 and 8127 at First reading.

Natasha Letchford
Planner

Attachments:

- A. Rezoning Bylaw 8126
- B. Housing Agreement Bylaw 8127
- C. Reduced copies of shadow study, site, architectural, and landscaping plans
- D. Public Information Meeting Facilitator's Report

**SUBJECT: Bylaws 8126 and 8127: Rezoning and Housing Agreement Bylaw for
a 7 Unit Townhouse Project at 3730-3736 Edgemont Boulevard**

June 4, 2015

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

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The Corporation of the District of North Vancouver**Bylaw 8126**

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 1332 (Bylaw 8126)".

2. Amendments

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

- (a) Section 301 (2) is amended by inserting the following zoning designation:

"Comprehensive Development Zone 85 CD 85"

- (b) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following:

"4B85 Comprehensive Development Zone 85 CD 85

The CD 85 zone is applied to:

Legal Address:

Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

4B 85 – 1 Intent

The purpose of the CD 85 Zone is to permit a multi-family residential 7 unit townhouse project.

4B 85 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 85 Zone:

- a) Uses Permitted Without Conditions:
i. Residential building, multi-family townhouse

- b) Conditional Uses:
 - i. Not applicable.

4B 85 – 3 Conditions of Use

- i. Not applicable.

4B 85 – 4 Accessory Use

- a) *Accessory uses* are permitted and may include but are not necessarily limited to:
 - i. *Home occupations* in accordance with the regulations in Section 405 of the Zoning Bylaw 3210, 1965.

4B 85 – 5 Density

- a) The maximum permitted density in the CD85 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. Parking
 - ii. Underground storage to a maximum of 147 m² (1,583 sq. ft.)

4B 85 – 6 Amenities

- a) Despite Subsection 4B85 – 5, permitted density in the CD 85 Zone is increased to a maximum of 1,496.1 m² (16,103.8 sq. ft.) *gross floor area*, 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 \$33,585 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i. Improvements to public parks, plazas, trails and greenways;
 - ii. Municipal facilities and facility improvements;
 - iii. Public art and other beautification projects; and

- iv. Affordable or special needs housing.

4B85 – 7 Height

- a) The maximum permitted height for each building is 9.14 metres (30.0 feet) and a maximum of two storeys.
- 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* will be measured to from the *finished grade*. For the purposes of calculating number of storeys, underground parking and roof decks are excluded.

4B 85 – 8 Setbacks

Buildings must be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

Setback	Minimum Required Setback
North (rear)	2.6 m (8.43 ft)
East	1.2 m (4.0 ft)
South (Edgemont Blvd)	6.1 m (20 ft)
West	1.2 m (4.0 ft)

The foundation wall for the underground parking structure must be set back a minimum of 2.4 m (8 ft) from the north property line on the west and a minimum of 8.2 m (27 ft) from the north property line on the east as illustrated in Figure 1.

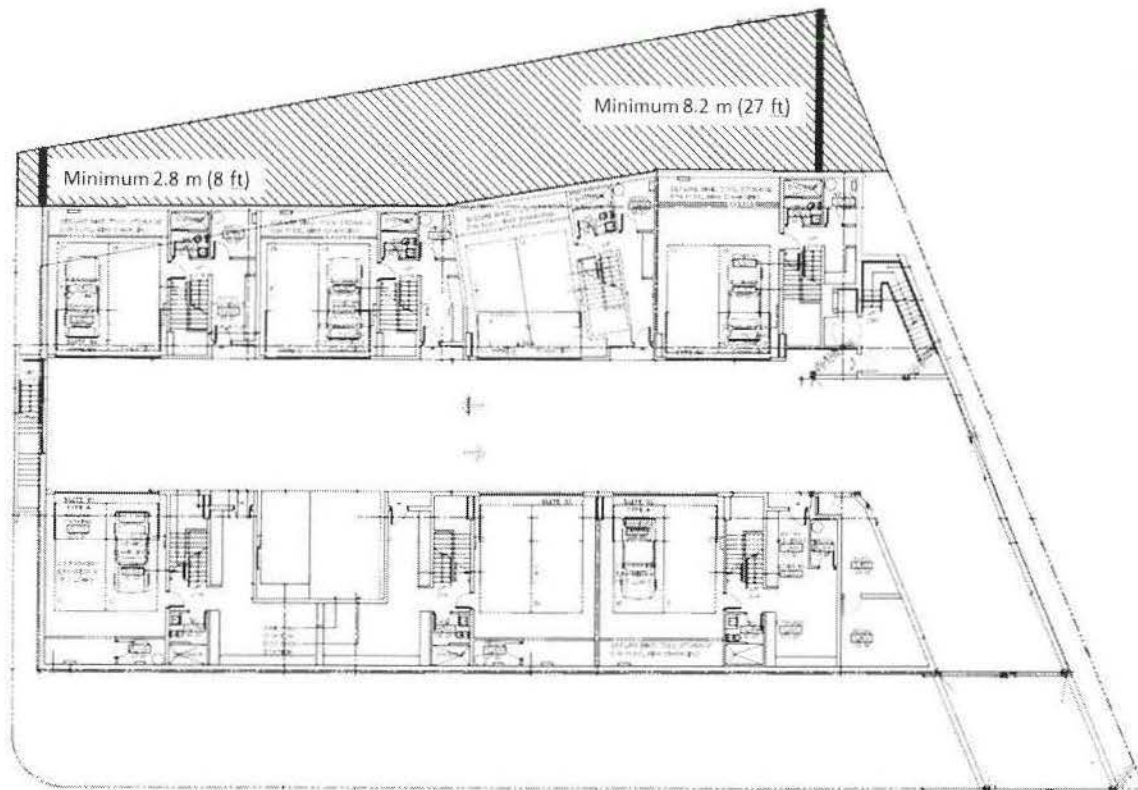


Figure 1

Any excavation within this setback area, as shown hatched in Figure 1, is subject to the requirements of the District's Tree Protection Bylaw 7671 with regard to tree protection issues.

4B 85 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 48%.
- b) Site Coverage: The maximum site coverage is 51%.

4B 85 – 10 Acoustic Requirements

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

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

4B 85 – 11 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or a solid wood fence or a combination thereof.

4B 85-12 Parking, Loading and Servicing Regulations

- a) A minimum of 16 parking spaces are required, inclusive of 2 designated visitor parking spaces;
- b) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- c) Bicycle storage for residents shall be provided on the basis of one space per unit."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multi-Family Residential Zone 1 (RM1) to Comprehensive Development Zone CD 85.

2.3 The Siting Area Map section is amended by deleting Plan Section R/7 and replacing it with the revised Plan Section R/7 attached as Schedule B.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

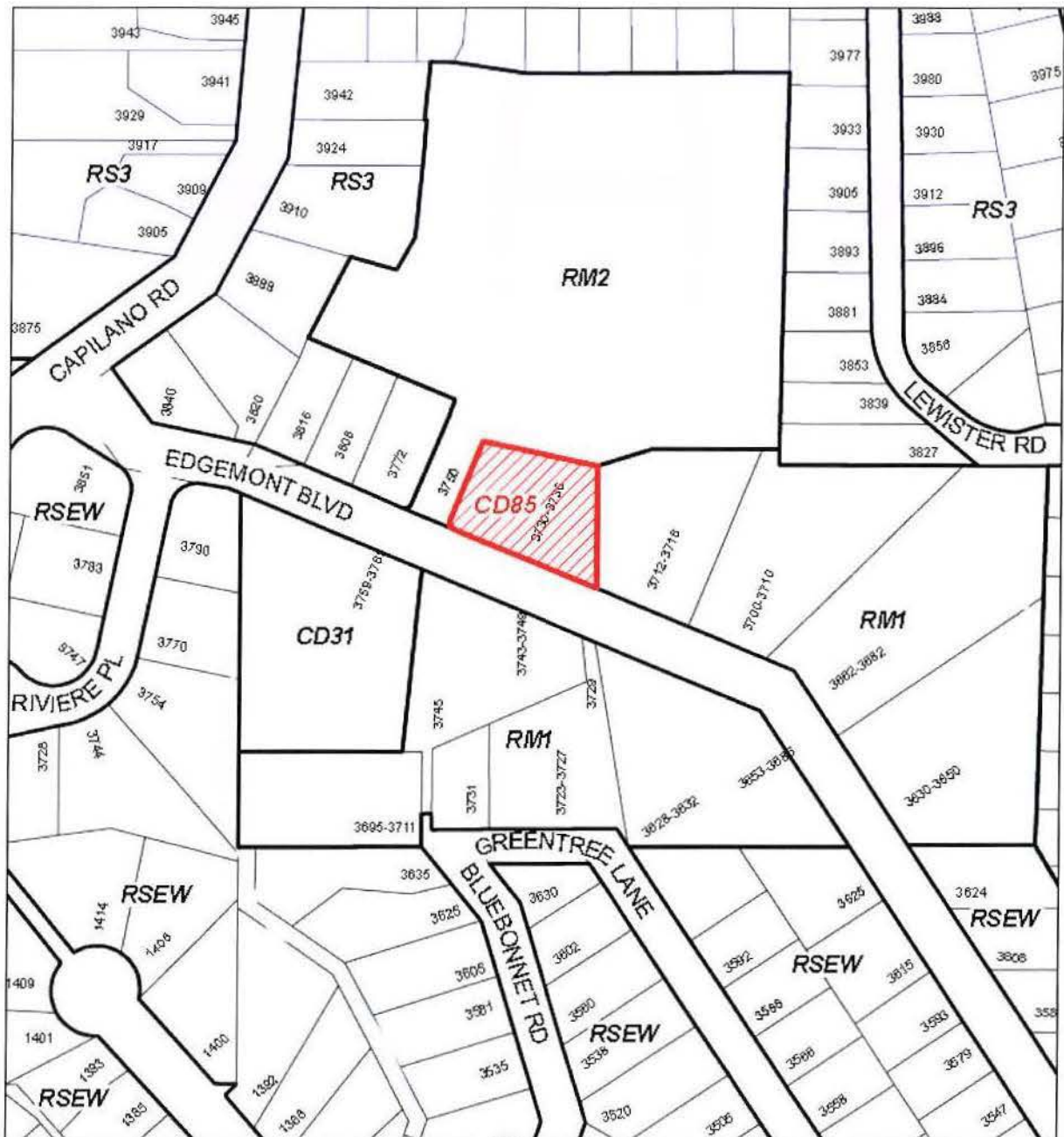
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

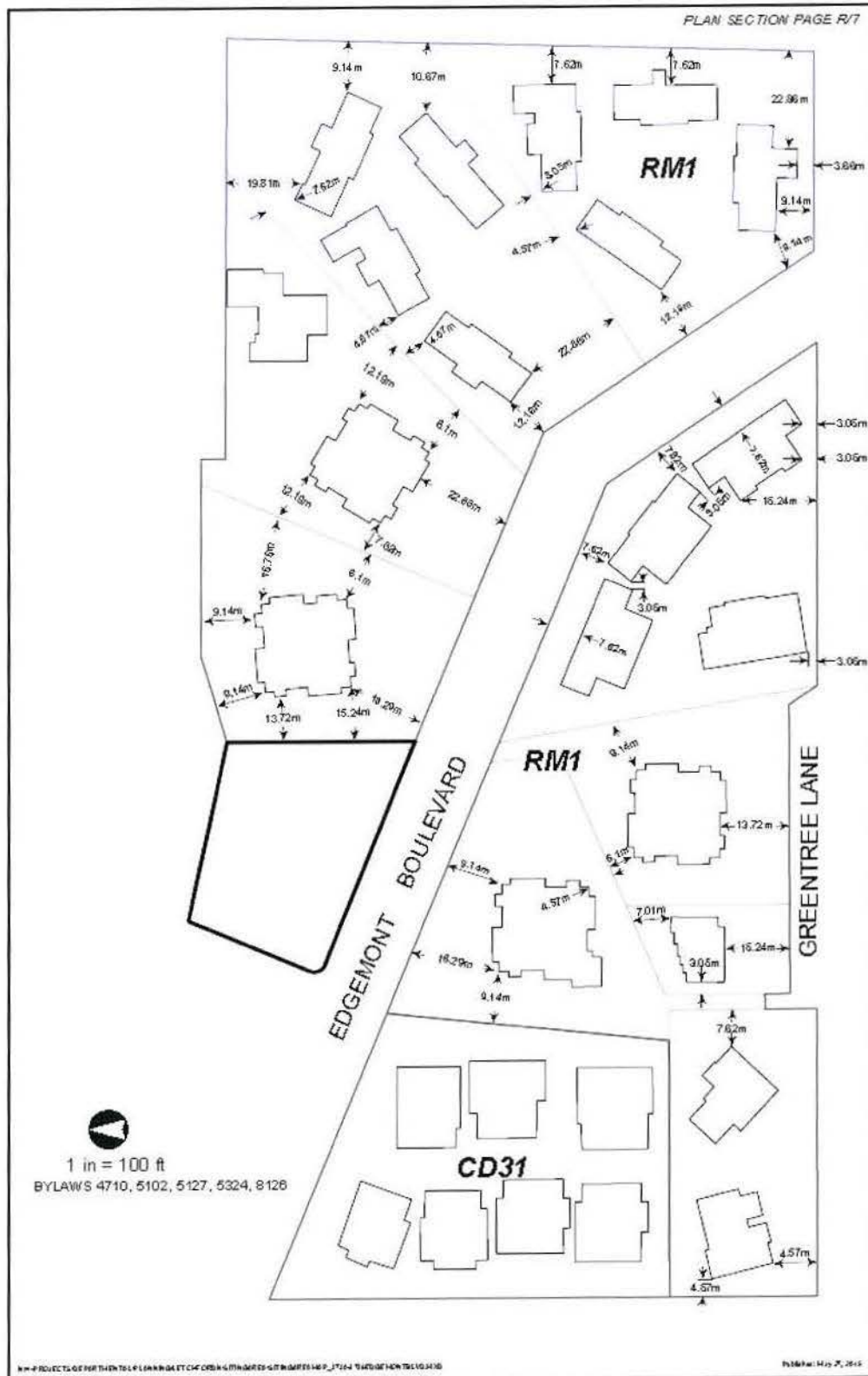
Schedule A to Bylaw 8126



MULTI-FAMILY RESIDENTIAL ZONE 1 (RM1) TO
COMPREHENSIVE DEVELOPMENT ZONE 85 (CD85)



Schedule B to Bylaw 8126



The Corporation of the District of North Vancouver

Bylaw 8127

A bylaw to enter into a Housing Agreement (3730-3736 Edgemont Blvd.)

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 8127, 2015 (3730-3736 Edgemont Blvd.)".

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 Harbourview Homes Corporation substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) Lot 14, Block B, District Lot 601, Group 1 Plan 10816, PID 009-360-514

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 8127

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

HARBOURVIEW HOMES CORP. INC. No. _____

400-38 Fell Avenue, North Vancouver BC, V7P 3S2

(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 condominium 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 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the development on the Lands contemplated in the Development Permit containing not more than 7 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. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8127 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 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.

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 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 preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation.

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of 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 Costs

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 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 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights 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 Release

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

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development 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 Time

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

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest

of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

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

If to the Owner:

Harbourview Homes Corp.
400-38 Fell Avenue
North Vancouver, BC V7P 3S2

Attention:
Facsimile: (604)

If to the Unit Owner:

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

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

a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

The words “must” and “will” 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) 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) 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 8127.

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. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
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.

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

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

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

- END OF DOCUMENT -

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RENDERINGS



EXTERIOR RENDER - EDMONTON BOULEVARD



EXTERIOR RENDER - VIEW WEST THROUGH COURTYARD



ELEVATION DETAIL

CONCEPT IMAGES



MATERIAL STRATEGY



WHITE CONCRETE BRICK

White concrete brick compliments the white facade of the Hollingsworth fourplex to the east, while providing durability to the elements.



PREWEATHERED STEEL

Prewathered steel rainscreen panels provide durability along the ground floor.



GLAZING

A high-performance glazing system increases the energy performance of the building, through mitigating heat loss and solar gain.



BOARDFORM CONCRETE

Boardform concrete retaining walls connect the lower preweathered steel volume with the vegetation to create a cohesive ground plane.



GRASSES & SHRUBS

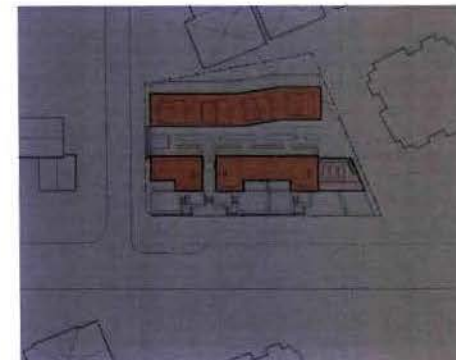
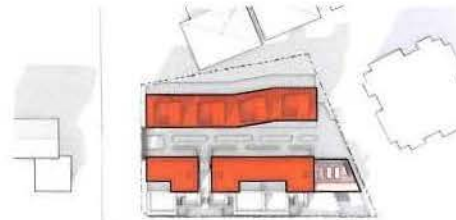
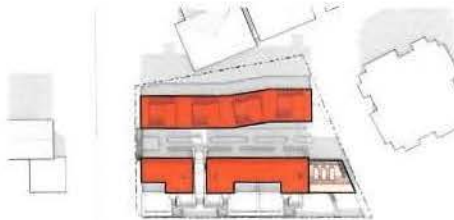
Low grasses and shrubs throughout the site are used to mitigate storwater runoff.



TREES

In addition to the large coniferous trees retained on the site, new deciduous trees are used to shade the buildings in summer, while allowing daylight to access the envelope in the winter.

SHADOW STUDIES*

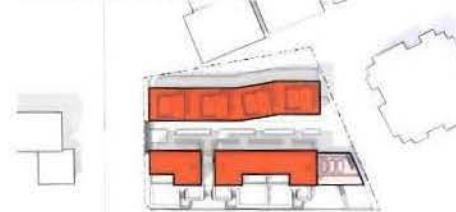
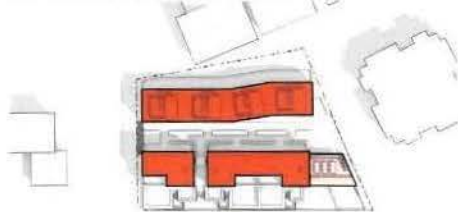


01. WINTER SOLSTICE - 10AM

02. WINTER SOLSTICE - 12NOON

03. WINTER SOLSTICE - 2PM

04. WINTER SOLSTICE - 6PM

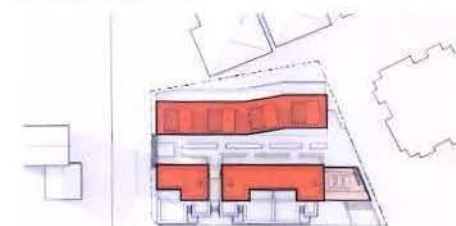


05. EQUINOX - 10AM

06. EQUINOX - 12NOON

07. EQUINOX - 2PM

08. EQUINOX - 6PM



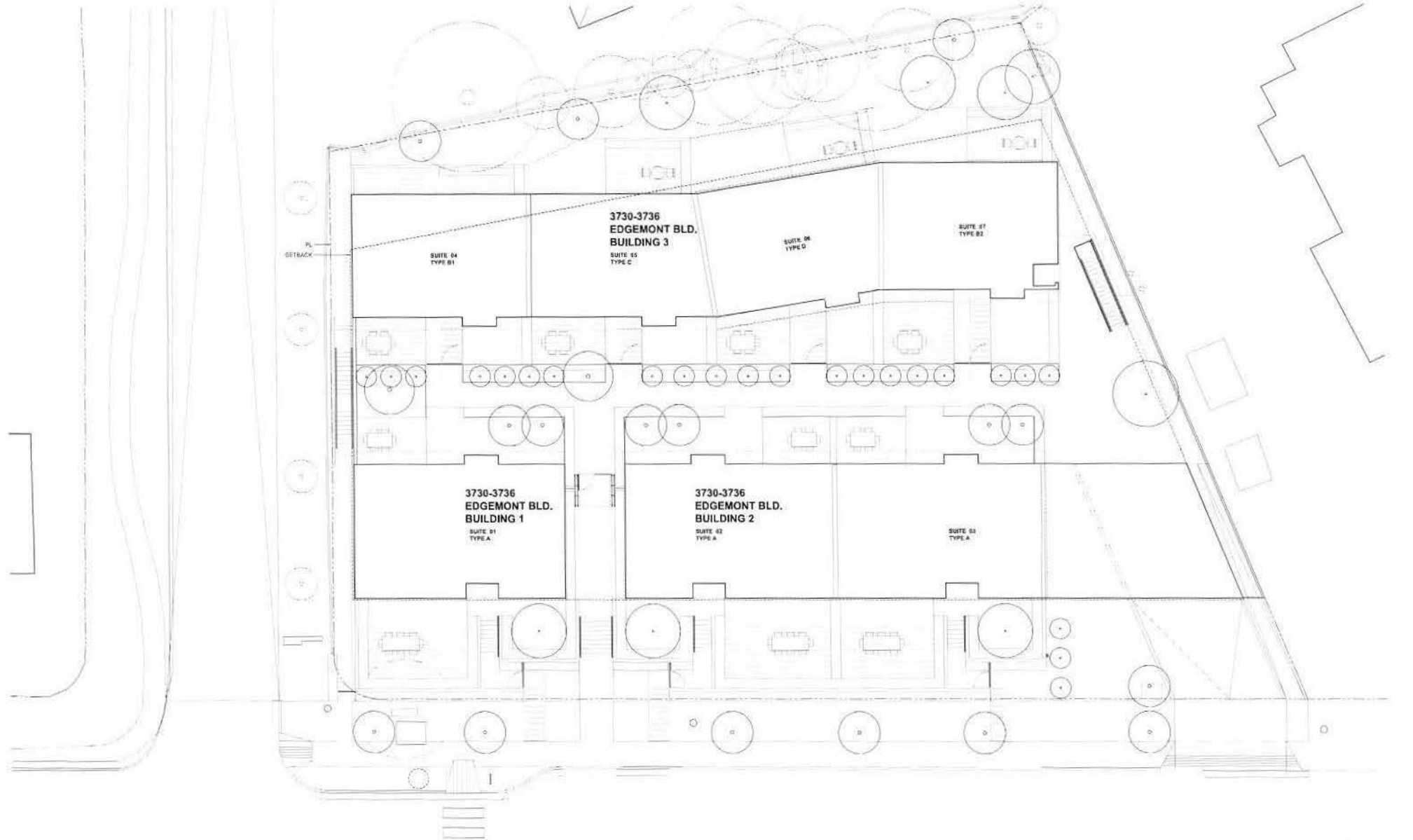
09. SUMMER SOLSTICE - 10AM

10. SUMMER SOLSTICE - 12NOON

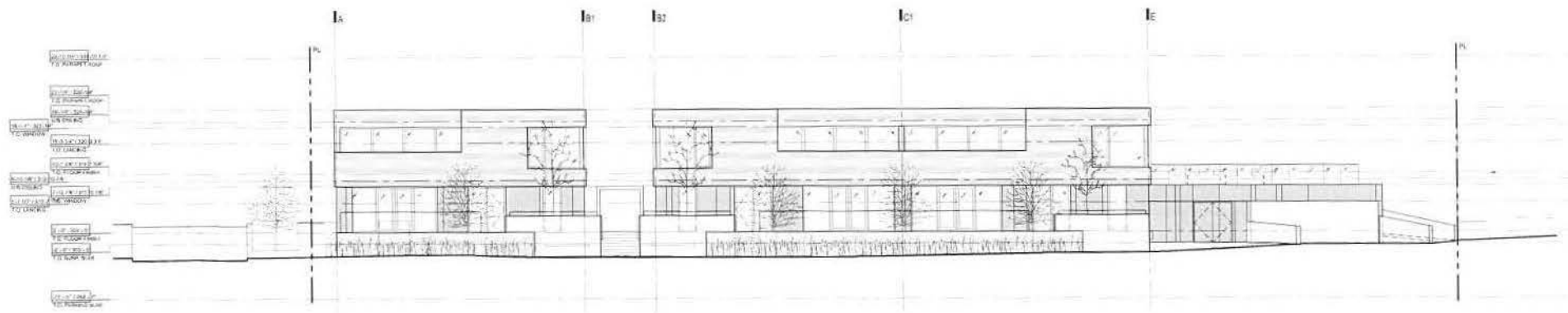
11. SUMMER SOLSTICE - 2PM

12. SUMMER SOLSTICE - 6PM

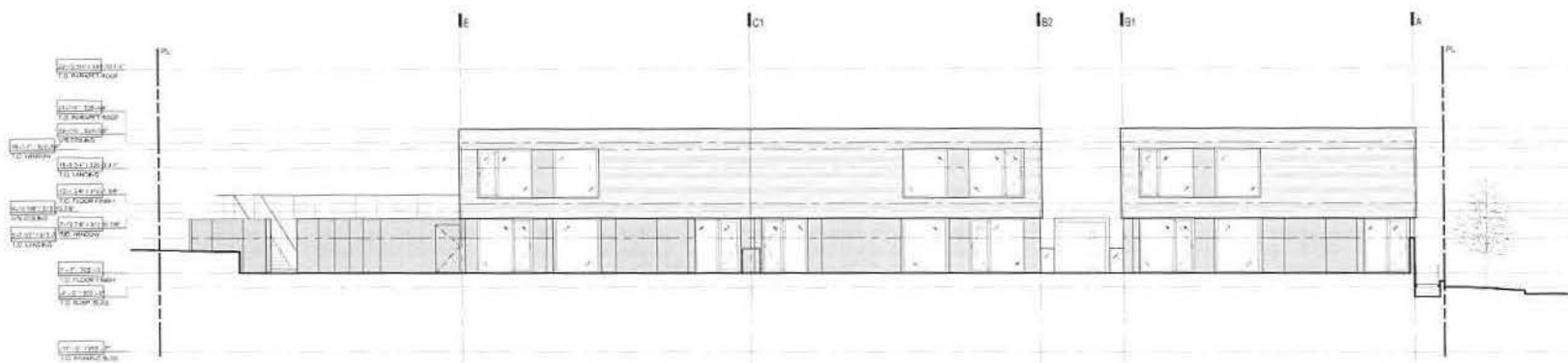
*NOTE: UPDATED 2015-05-22



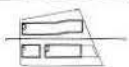
SITE PLAN

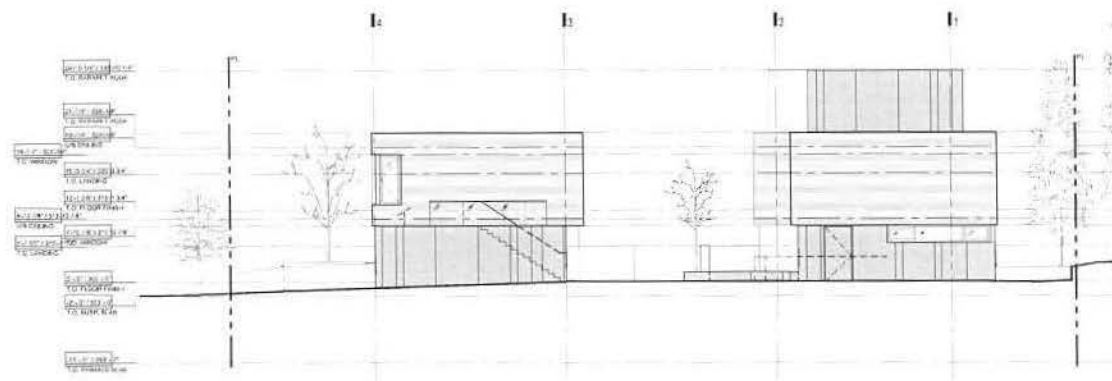


1 SOUTH ELEVATION - BUILDING 1 + 2

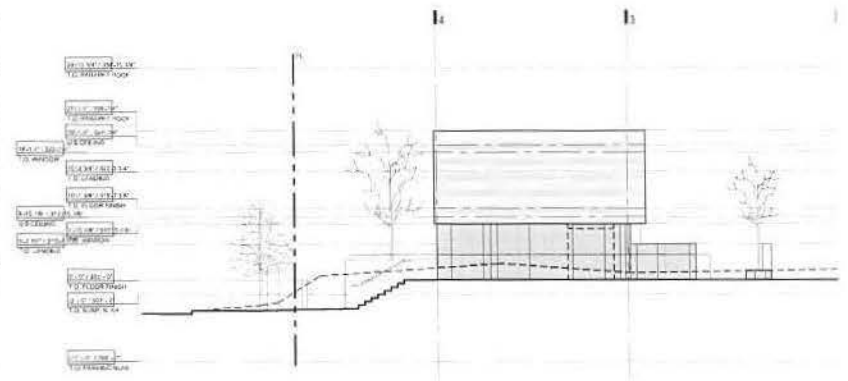


2 NORTH ELEVATION - BUILDING 2 + 1

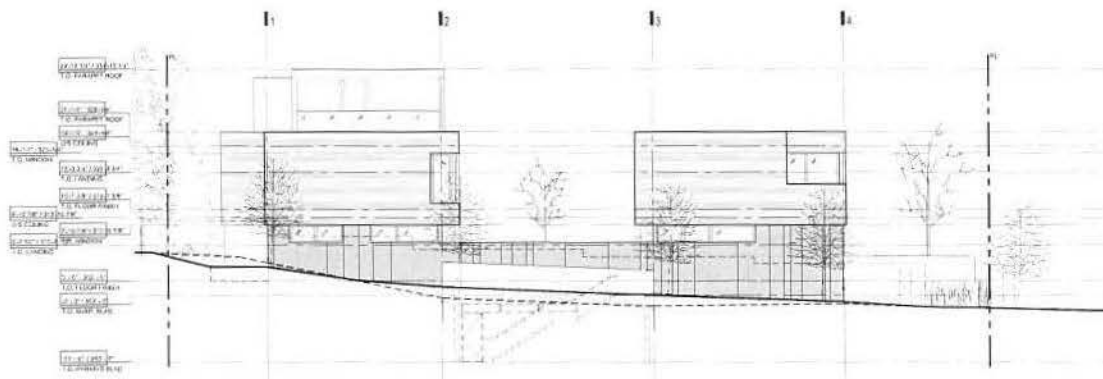




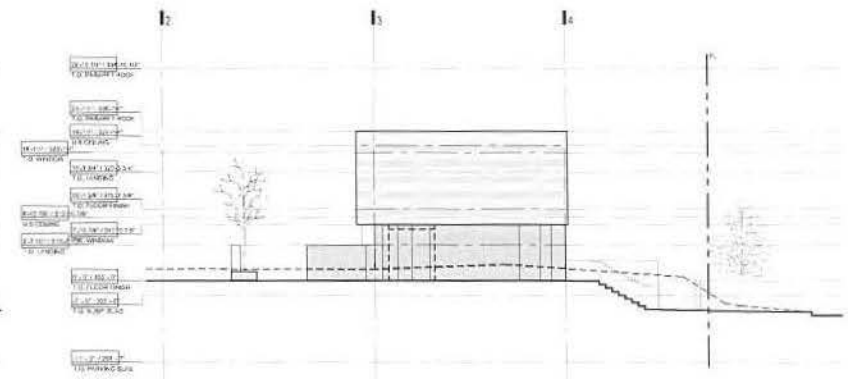
1 EAST ELEVATION - BUILDING 2 + 3



2 EAST ELEVATION - BUILDING 1

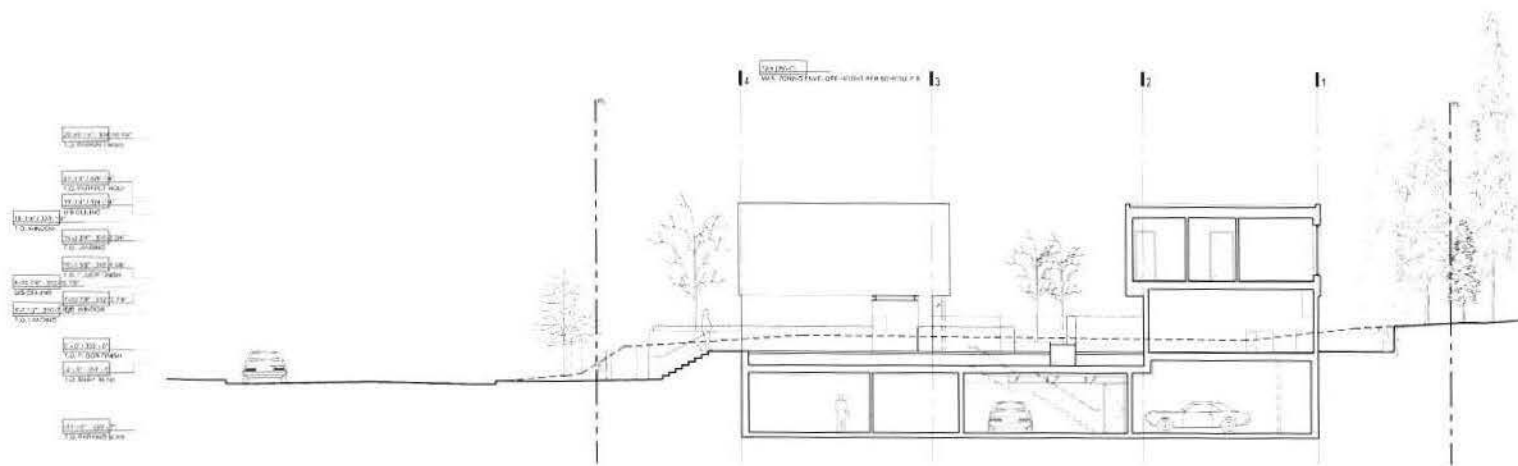


3 WEST ELEVATION - BUILDING 3 + 1



4 WEST ELEVATION - BUILDING 2





1 SECTION CC



2 SECTION DD



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Harbourview Homes Corp Project – 3730 Edgemont Blvd

Public Information Meeting – December 9, 2014

Summary Notes

On December 9, 2014, Harbourview Homes Corp. hosted a Public Information Meeting at the Capilano Library in Edgemont Village, North Vancouver, regarding their proposed project at 3730 Edgemont Blvd. Approximately 31 members of the community were in attendance.

The meeting objectives were to:

- Provide an overview of the Harbourview Homes Corp. Project at 3730 Edgemont Blvd.
- Provide an opportunity for community input and comment on this project

Welcome and Project Presentation

Al Saunders, Partner at Harbourview Homes Corp., welcomed participants and introduced the project. Steve McFarlane of OMB provided an overview of the proposed site plan and building design and Bill Harrison of FORMA Design described the landscaping concept.

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:

Questions of Clarification:

1. **Q1:** Surface water: On the north side of the property there is quite a lot of water near the surface; the site is quite soft, especially on the Edgemont Manor side. What is the plan to deal with that water?

A1: There is a comprehensive geotechnical report that will set out recommendations to deal with that. As we get into the technical resolution of the project, we'll be mindful of that. There may need to be a swale to take some of that water out. There will be 2 or 3 areas of catchment to deal with that water. We have a number of options available to us.

2. **Q2:** Solar panels: Where will the solar panels go?

A2: Beside the urban agriculture area on the volume that houses the parking ramp. The idea is to generate power for the lights in the public open space and common areas of the project.

3. **Q3:** Deck access: Can you explain the decks, for the north and south units. How do you get up there?

A3: Each home has multiple opportunities for outdoor living. At grade, a south facing outdoor terrace and a north facing outdoor terrace. For the south units, there is a south-facing deck off of the second floor. For the north units, there is a roof-top deck, serviced by stairs from each unit (proper stair access). They are high enough that they'll look over the south unit roof tops which will have green roofs (planted roof).

4. **Q4:** Rezoning: What is requiring this to be rezoned?

A4: This application is both for a rezone and a development permit. This project requires a rezoning to comprehensive development from residential multi-family. This allows us to work closely with the project team to address setbacks, heights and other site specific issues. For example, the setbacks at the northwest corner are a little farther back because that portion is adjacent to a green space while there is more separation between the eastern portion of the proposed building and the existing Edgemont Manor building.

5. **Q5:** Overhangs for wet weather: It doesn't appear that there are overhangs for any outdoor space. Will this affect usability in the wet season?

A5: There are overhangs for the north and southern suites of 30-36". For the roof decks, there is an overhang at the stairwell. Residents can supplement this with umbrellas or other furniture. For the southern suites, for the lower area there is a 2 foot cantilever to provide protection for the windows. On the second floor deck of the southern suites there is a 3 foot overhang.

6. **Q6:** Roof top decks: On the roof top decks on the back units, what would be the height of a person standing on that deck in relation to the bedroom windows directly across from the Manor?

A6: There is considerable tree cover between the buildings. The density of tree cover is fairly dense and is mostly coniferous so it will be green year round.

7. **Q7:** Shadow studies. I couldn't see the times on the slides.

A7: 10 am, noon and 2 pm

Comments and Feedback on the Project:

8. **Comment:**

Noise – Concern about impact of noise from outdoor areas on adjacent residents of Edgemont Manor. For example if people are entertaining on the rear patios or roof top decks.

Trees in between proposed buildings and Edgemont Manor – I understand that they create a screen now, but how long will that screen be there in their current condition? They have been topped so I wonder how long they will live in order to provide that screen?

Parking – I see that there is space for 2 cars under each unit, but in the Manor residents often can't park in their allocated spots because they store other things there. They would then need to park on Edgemont Blvd. There is little to no parking available on Edgemont, especially during the busy season at Capilano Suspension Bridge which creates heavy parking pressure on Edgemont. I am concerned about this as a parking and traffic issue.

9. **Q8:** Timeline: It's a nice looking development and I'd like to buy something there. When do you expect to start construction and how long would that take?

A8: Expect all the permits to be in place next fall (2015) and then about a year in duration. So it will be at least 18-24 months for a finished product.

10. **Q9:** Floor space: I like the size of the units because it brings in families. But the building looks more like an office. It lacks the warmth I am looking for in a family home. Does the floor space that was quoted for the apartment units include the area below grade?

A9: The FSR calculation does not include anything below grade. The 0.75 is for anything that is above grade. The unit size floor space includes the floor space of every level.

11. **Comment:** Power poles: If you look at that drawing over there, it is beautiful, but there are power poles along Edgemont. It's not a true rendering of what is there unless you are planning to put power lines underground. The Edgemont Manor wiring is all underground.

Response: The other developments (Edgemont Seniors Living, Grosvenor Edgemont, Edgemont Manor) are all much bigger developments (60-100+ units) vs.

only 7 units here. While it would be highly desirable to underground these services, it is usually a matter of cost.

12. **Q10:** Large windows and water: I agree that the poles need to come out of there. It will be impractical to leave them there. I am also concerned about parking. I love how the buildings look with the modern architecture and I think it is in keeping with other styles in the community including the Manor. But I would like your perspective on the big windows that are unprotected. How are you proposing to protect the big windows only recessed by a couple of inches and the adjacent walls from water?

A10: We don't want the building to leak any more than you do. Our livelihood depends on delivering a product where that doesn't happen. We are using a rain screen technology that has a very high level of sophistication and will be addressed at a detailed level. Wherever there are openings and doors, we have generous coverage. With the window conditions we are using a sophisticated level of envelope detailing. Overhangs are a viable alternative. We will be giving this much consideration going forward. We will also engage a building envelope consultant. This gives us checks and balances to our detailing as well as another set of eyes during construction.

13. **Q11:** Pre-weathered steel: Is the pre-weathered steel sealed or does it continue to weather? Does it continue to rust and would it run-off into the ground?

A11: There are two approaches: it can be pre-weathered and sealed in the yard or it can be left to continue to weather. When it is left to weather, an alloy allows surface oxidation for awhile and then arrests or stops. If it is sealed it is smoother, and if it isn't it is rougher. An example can be seen at North Vancouver City Hall where we used this material. During the oxidation stage we need to be mindful of where the run-off will occur. The use of this material will extend into the landscape so those areas will be surrounded by pea gravel to prevent any staining.

14. **Q12:** Crosswalk: I love it. I think it looks beautiful. We live across the road on Edgemont. Where is the crosswalk going to line up and where is the street light going?

A12: The District is working on the sidewalk at the moment. A decision has not been made yet. We are also in consultation with BC Hydro about the street lights.

Comment: We would love to have the street light gone. We like the dark and private space at night.

15. **Comment:**

Roof top decks: I think it is great that the site is being redeveloped. But I have a couple of significant concerns. The major one is the roof top decks along the back. It will not be a benefit to the residents of the Manor behind. The shadow study shows that it will eliminate light from the kitchen/ family room areas of those Manor residences which is the only natural light to those units. By the time you put people up top on the roof decks with a wet bar and awnings, I wouldn't want that at all.

Encroachment of easement: I am also concerned about the encroachment on the easement at the driveway edge and the closeness to the driveway. It is broken up at the front, but there is a lot of visual bulk coming in to the Manor. Having a wall or building along the side – I'd have a concern about that. I think there are one too many units, but I know you need to make money. If there was one less unit, you could move things around a bit more.

16.Comment: Cross walk and storm drain: The location of the proposed crosswalk is at the same place as the storm drain.

Response: These are details that the engineering team is working through and will continue to work on.

17.Comment: Additional detailed drawings: I appreciate that it is early. It seems that the neighbours to the north and south would appreciate seeing additional drawings to give a little more detailed context. For example, if the steps up to the roof tops on the rear units don't line up with windows from the Manor units behind, then that will be helpful. It seems like things have been really thoughtfully considered, so it would be great to see how that lines up. You've talked a lot about respecting the entrance to the manner. It seems that there would be space to move the front 3 units over a bit to give a wider entrance to the driveway to Edgemont Manor. It seems like a lot of space for 3 little garden plots on the right.

18.Q13: Green roof maintenance: Regarding the roof gardens (green spaces), these provide a nice element relative to the roof patios at the back. Has the technology of maintaining and installing green roofs evolved such that drainage is secure and that maintenance won't become a substantial strata cost?

A13: The technology has advanced with living roofs. They are very light weight and shallow (4-6 inches), planted with sedums which are very low growing and light weight. The plants are grown in trays which can be replaced. You have to be able to get up to the roofs and they need to be inspected and maintained annually. This is a simplistic system that is employed for very good reasons. It also provides insulation so it helps with energy issues.

19.Q14: Sound-proofing: Six of the seven units have common walls. What additional work or consideration has been given to sound-proofing?

A14: They will be constructed as double walls with a high degree of separation.

20.Q15: Unit sizes: I didn't hear the size of the units.

A15: They are between 2400 to 2500 square feet for front units and 3000 to 3200 square feet for rear units. This includes the utility spaces downstairs but does not include the garage. It includes the heated spaces.

21.Q16: Heat source: What kind of heat are you using?

A16: We are expecting gas-fired radiant hot water (in-floor) with a heat recovery ventilation system, with individual boilers. We are also expecting gas-fired on-demand hot water.

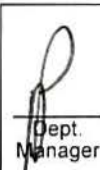
22.Comment: If you consider what the alternatives could be developed here without any consultation or public hearing, there could probably be 4-6 units (main houses and carriage houses). This seems like a very modest upgrade.

Next Steps and Closing Comments

Natasha Letchford, Community Planner with the DNV, outlined the next steps in this process. The next step for this project is for Council to receive First Reading, expected in February. This would be followed by a Public Hearing (probably in March) at which time residents are invited to come and speak to the project. Following the public hearing, second and third reading of the project will occur in the month or two following that (likely April or May).

Participants were reminded to submit comments via the written comment forms, email or fax to Natasha Letchford at the District of North Vancouver (nletchford@dnv.org) by mid-January 2015.

COUNCIL AGENDA/INFORMATION			
<input type="checkbox"/> In Camera	Date: _____	Item # _____	
<input checked="" type="checkbox"/> Regular	Date: <u>NOV 16 2015</u>	Item # _____	
<input type="checkbox"/> Agenda Addendum	Date: _____	Item# _____	
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<input type="checkbox"/> Council Workshop			


Dept.
Manager


Director


CAO

The District of North Vancouver REPORT TO COUNCIL

November 4, 2015
File: 08.3060.20/039.14
Tracking Number: RCA -

AUTHOR: Natasha Letchford, Community Planner

SUBJECT: Development Permit 39.14 - 3730-3736 Edgemont Blvd. 7 Unit Townhouse

RECOMMENDATION:

THAT Development Permit 39.14 (Attachment A) for a 7 unit townhouse project at 3730-3736 Edgemont Blvd. be issued.

REASON FOR REPORT:

The site is in Development Permit Areas for Form and Character of Multi-Family Development; and, Energy and Water Conservation and Greenhouse Gas Emission Reductions. The proposed development requires issuance of a Development Permit by Council.

SUMMARY:

Bylaw 8126, rezoning the subject land to a new CD85 Zone, and Housing Agreement Bylaw 8127, received 2nd and 3rd reading on September 14, 2015 and are scheduled for consideration of adoption on November 16, 2015. If Bylaws 8126 and 8127 are adopted, the project is ready to be considered for the issuance of a Development Permit.

This is a 7 unit townhouse residential project in three buildings with a central courtyard and one level of underground parking. All of the units are three bedroom units.

The proposal is consistent with the Official Community Plan and the Schedule B Development Permit Area Guidelines.

BACKGROUND:

Bylaw 8126, rezoning the property to CD85, and Housing Agreement Bylaw 8127, were introduced on June 15, 2015 and, following a public hearing for the Zoning Bylaw on July 21, 2015, received 2nd and 3rd reading on September 14, 2015. Both Bylaws are scheduled for consideration of adoption on November 16, 2015.

In addition to the rezoning and housing agreement bylaws, the legal framework for the project includes covenants for green building and storm-water management, as well as a covenant for the tree protection plan for the trees along the north property line. Additionally, a covenant is required to not allow construction until the intersection at Capilano Road and Edgemont Boulevard is re-opened following the Capilano Water Main Project. An accepted Construction Management Plan and Engineering Servicing Agreement are also required prior to issuance of a building permit.

EXISTING POLICY:Development Permit Area Designations

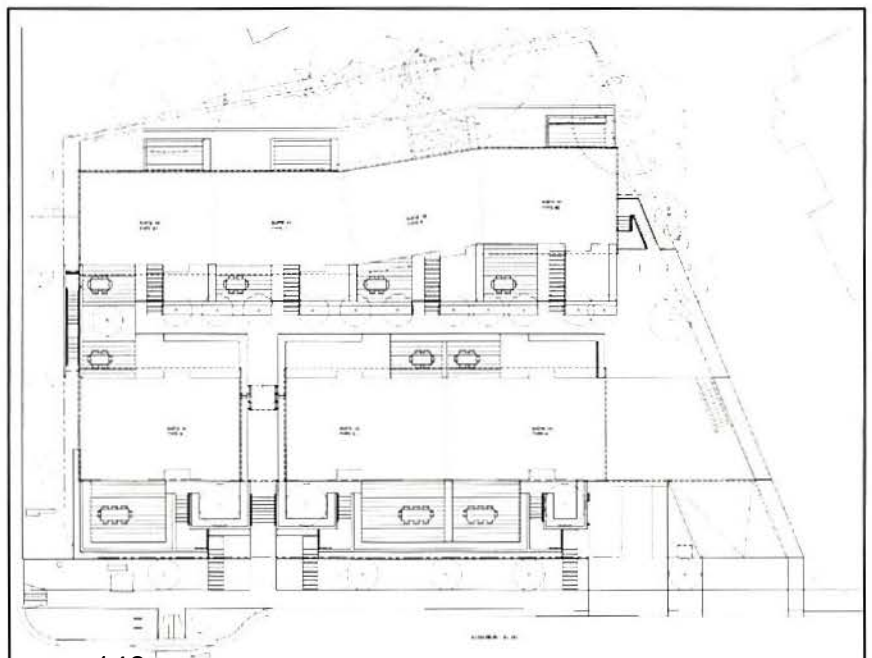
The subject lots are designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Multi-Family Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

The proposal was reviewed against Schedule B of the OCP and meets the requirements of the relevant Development Permit Areas and is consistent with those guidelines.

ANALYSIS:**Site and Surrounding Area:**

The site is one multi-family residential lot located on Edgemont Blvd just east of Capilano Rd. The 'Edgemont Manor' is located to the north of the site and numerous multi-family ground oriented developments are located to the east and south of the site. The properties to the west along Edgemont Blvd are single family homes. The site is designated Residential Level 3: Attached Residential in the OCP which is consistent with this project



Project Description:

Site Plan/Building Description

The project consists of 7 two-storey townhouse units arranged in 3 buildings with a shared underground parking garage.

The project drew inspiration from the neighbouring flat roofed Shalal Garden project designed by Fred Hollingsworth as well as from the long history of west-coast modern design in North Vancouver and this neighbourhood.

The proposal fully complies with the CD85 Zone regulations including height, parking, setbacks, and building coverage.

Parking

One level of underground parking, with access from the south east corner of the site off of Edgemont Blvd, is provided. The underground parking level is designed to be a light and airy space through the introduction of daylight via a continuous clerestory ribbon window at the west end of the parking level.

There are a total of 16 parking stalls. Each unit has an individual two car garage with a secure storage area which can accommodate at least 2 bicycles. Each garage is pre-wired for an electrical vehicle charging outlet which is suitable for bikes and cars. Two visitor parking spaces are provided in the underground parking. There are two visitor bike parking spaces at grade.

The proposal also includes a dog and car/bike wash space in the parkade.



Development Permit for the Form and Character of Multi-Family Housing:

Building Design

The units are all 3 bedrooms and range from 2,418 sq. ft. (224 m²) to 3,200 sq. ft. (297 m²) in size. The building is approximately 32 ft (9.7 m) high. The proposal includes a central pedestrian oriented courtyard and private outdoor living space for all of the units, including a private rooftop deck for each of the four units along the north of the property.

The building materials consist of concrete brick with pre-weathered steel accents.

The project has been reviewed against the Form and Character Guidelines for Multifamily Housing and the project complies with the guidelines. Notable highlights from the guidelines include:

B1.6: Common Outdoor Space: *Residential developments should consider providing communal outdoor space that is conveniently accessible and in a visible, sunny location with suitable wind protection.*

The project includes a common exterior courtyard, which meets the design guideline criteria, that runs the length of the project and is between 9 m (30 ft) and 10.7 m (35 ft) in width.



B2.5 Sustainable Landscape Design: *Landscape design should be coordinated with building design, site servicing, utility placement and neighbourhood streetscape objectives.*

This project provides an integrated landscape plan that prioritizes native plantings which require minimal maintenance.

B3.1 Variation in Building Design: *There should be subtle design variation between neighbouring buildings to avoid repetition while maintaining a harmony to the streetscape.*

The neighbourhood is composed of a broad range of housing types, from single family homes, duplexes, townhouses, and multi-family homes with a mix of ages which results in variation in building design. The design of this project harmonizes with the clean modern lines found in Capilano while providing a fresh modern variation on the theme.

B3.2: Scale: *New development should relate to, and harmonize with, the height and scale of neighbouring buildings by incorporating complementary building forms and transitional heights.*

This project's design draws on the neighbouring flat roofed homes as well as the long history of west-coast modernism in this neighbourhood.

B3.4 Unit Identity and Relationship to the Street: *Buildings should be designed to provide a rhythm to the street frontage. Ground level units are encouraged to have front doors on the*

street, and designs that celebrate the unit identity. To add to the "eyes on the street" unit layouts that provide living space that overlooks the street are encouraged.

All three of the suites located on the south edge of the site have their primary interior and exterior living spaces oriented towards Edgemont Boulevard which provides "eyes on the street." Also, by having two buildings on the south edge of the site, rather than one long building, facing Edgemont Boulevard, adds rhythm and interest to the street frontage.

B3.16: Privacy of New Units: *New development should recognize the contribution to livability that privacy provides and design windows, patios, and balconies accordingly.*

This project has ensured continued privacy for the residents of the neighbouring Edgemont Manor and for residents of the development through the placement of windows, the retention and planting of trees, and landscaped screening of the roof top patios.

Acoustic Performance

The CD85 Zone includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant demonstrating that the building will enable these standards to be met.

Development Permit for Energy and Water Conservation and Greenhouse Gas Emission Reductions:

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures that will result in reduced costs for future owners. The project will meet the Built Green 'Gold' level, plus a minimum energy performance of EnerGuide 80.

The green building covenant will establish the minimum energy performance baseline and will incorporate measures to ensure the project meets the building performance targets.

Energy Conservation: *The use of thermally broken window frames and high performance glazing.*

This project will use all Energy Star labelled (or equivalent) windows.

Energy Conservation: *Various measures should be utilized to reduce the heat island effect of a building's roof and heat transfer into the building, including green roofs.*

The front two buildings, along the south property line, have a green roof which will reduce the heat island effect and reduce heat transfer into the building.

Water Conservation: *Using drought tolerant and native plants and other xeriscaping techniques to minimize the need for landscape irrigation.*

The project makes use of a native plant palette for the landscaping. There are no manicured lawns which need to be maintained, which reduces the water consumption.

Greenhouse Gas Emission: *Building materials which are durable for the use intended should be selected*

The materials used for this project are primarily concrete and pre-weathered steel which are both durable and well suited to the North Shore environment.

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 CAC of \$33,585 has been calculated and this amount is included in the CD85 Zone. The CD85 Zone allows the CACs from this development to be used toward public parks, plazas, trails and greenways; municipal facilities and facility improvements; public art and other beautification projects; and affordable or special needs housing.

CONCURRENCE

Staff

The project has been reviewed by staff from Environment, Permits, Parks, Engineering, Policy Planning, Urban Design, Transportation Planning, the Fire Department and the Arts Office.

Advisory Design Panel

The application was considered by the Advisory Design Panel on November 13, 2014 and the panel commended the applicant for the quality of the proposal and recommended the approval of the project pending improved accessibility to the courtyard and additional natural lighting in the underground garage which the applicant has addressed.

In response to the Panel's motion, the applicant is proposing a continuous ribbon window at the west end of the parkade to allow more light into the parkade. There is now an accessible access route along the east edge of the property from the sidewalk on Edgemont Blvd which leads to the courtyard.

CONSTRUCTION MANAGEMENT PLAN:

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a construction traffic management plan prior to issuance of a Building Permit as a condition of a Development Permit. The Construction Management plan must minimize construction impacts on pedestrian and vehicle movement along Edgemont Blvd; while accommodating the Capilano Water Main project. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the 'construction traffic management' must:

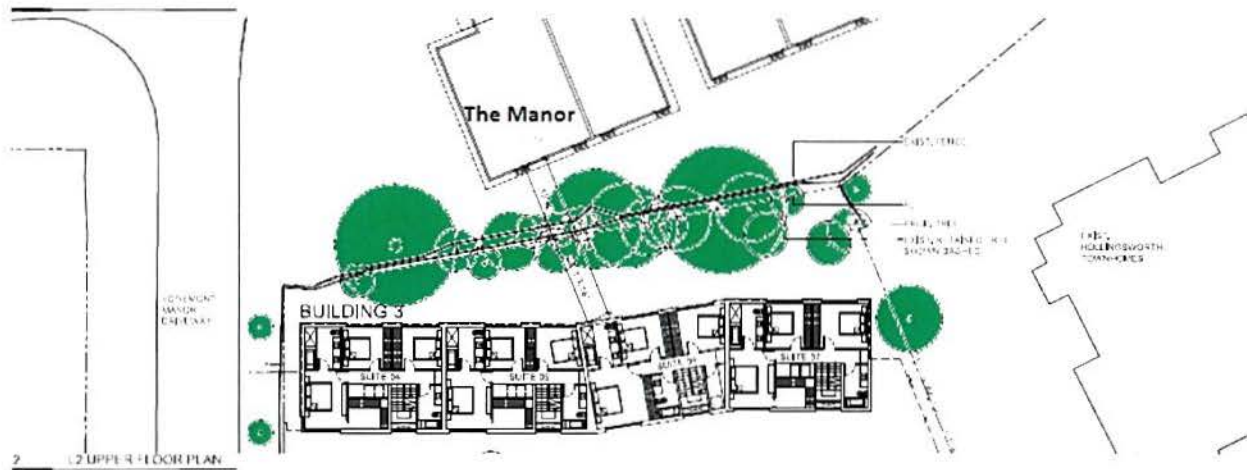
1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Provide a point of contact for all calls and concerns;
4. Provide a sequence and schedule of construction activities;
5. Identify methods of sharing construction schedule with other developments in the area;
6. Ascertain a location for truck marshalling and trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

The intersection of Edgemont Boulevard and Capilano Road is expected to be closed from January 2016 to April 2016 as part of the Capilano Water Main Replacement Project. Due to other development projects and associated major civil works potentially underway in Edgemont Village the demolition and excavation works for this project will not be permitted to take place until the intersection of Capilano Rd and Edgemont Blvd is re-opened, or before May 1, 2016; whichever comes first, by way of a restrictive land use covenant.

Public Information Meeting

The applicant held a facilitated early public input meeting at the detailed application stage on December 9, 2014. The meeting was attended by approximately 31 people.

A key input from the preliminary application was a concern over a potential loss of privacy for the residents of "The Manor at Edgemont".



The applicant met with the neighbours to discuss the privacy concerns.

To address the concerns of the neighbours the applicant, in discussion with the neighbours, ensured privacy is maintained through the following measures:

- Retaining the existing trees along the boundary between the project and Edgemont Manor; and ensuring construction is compatible with tree retention through bylaw setbacks;
- Planting new trees which will further fill the few existing openings in the canopy;
- Heavily planting the area under the trees on the boundary between the Manor and the project;
- Maintaining existing fences between the Manor and the project – these fences serve as a screen between the Manor patios and the project's patio;
- Placing the second storey windows for the project lower than the Manor windows; and,
- Constructing planter screens on the northern edge of the project's rooftop decks.

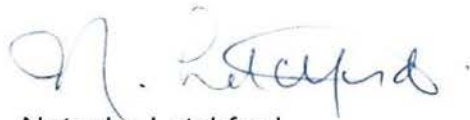
In addition, a restrictive covenant is required protecting the trees along the north property line.

CONCLUSION:

The project meets the CD85 Zone regulations and the Development Permit Area Guidelines for Multi-Family Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction in the OCP. It also addresses the policy directions in the OCP regarding family housing. Development Permit 39.14 is now ready for Council's consideration.

Options:

1. Issue Development Permit 39.14 (Attachment A) (staff recommendation)
2. Deny Development Permit 39.14 and provide direction to staff



Natasha Letchford
Community Planner

Attachments

A. Development Permit 39.14

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

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THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

DEVELOPMENT PERMIT NUMBER 39.14

This Development Permit 39.14 is hereby issued by the Council for The Corporation of the District of North Vancouver to 3730 Edgemont Boulevard Ltd., INC. NO. BC0993581 for the development townhomes on the property located at 3730 - 3736 Edgemont Boulevard, legally described as Lot 14, Block B, District Lot 601, Plan 10816, (PID:009-360-514) subject to the following terms and conditions:

A. The following requirement is imposed under Subsection 920(2)(c) of the Local Government Act:

1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
2. A Construction Management Plan is required prior to issuance of the Building Permit and Excavation Permit, and may require amendments during the course of construction to ensure that construction impacts are minimized.
3. A Demolition Permit, Building Permit, and Excavation Permit may not be issued until the date upon which the intersection at the corner of Capilano Road and Edgemont Boulevard is reopened for two-way traffic on Capilano Road and two-way traffic on Edgemont Boulevard following completion by Metro Vancouver of the new water pipe and other works located in Capilano Road or by May 1, 2015, whichever is earlier, or such earlier date as may be approved by the District's General Manager, Planning, Properties and Permits. Refer to the Section 219 – No Build Covenant registered on title.

B. The following requirements are imposed under Subsections 920(8) & (9) of the Local Government Act:

1. The site shall be developed in accordance with the attached plans DP 39.14 A – J,
2. Prior to the issuance of a Building Permit, the following shall be submitted to:
 - (a) Building:
 - (i) a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that any rooftop mechanical equipment will comply with the District of North Vancouver Noise Regulation Bylaw, and

the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

(b) Parks:

- (i) Three copies of a final detailed landscape plan prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
- (ii) A written landscape estimate submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and
- (iii) A completed "Permission to Enter" agreement to provide evidence that a landscape architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.

(c) Engineering:

- (i) Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department;
- (ii) An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on Edgemont Boulevard including the extension of the existing sidewalk, a replacement of a street light, and a new zebra crosswalk; and,
- (iii) A security deposit as specified in the Engineering Services Agreement.

C. The following requirements are imposed under Subsections 920 (10.1) and (10.2) of the Local Government Act:

1. A completed green building checklist, outlining the measures to be incorporated in the building leading to a performance level equivalent to Build Green™ Gold.
2. An energy performance commitment form;
3. A report from an energy performance advisor clearly establishing that the building design will enable you to achieve your energy performance target of Energuide 80.
4. A refundable security deposit of 5% of the building permit application fee or \$20,000, whichever is greater;
5. Confirmation of registration of the section 219 covenant for green building.

D. The following requirements are imposed under Subsections 925(1) & (2) of the Local Government Act:

1. Prior to issuance of the Building Permit the following deposits are required:
 - (a) A security deposit equal to 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or 10% of the construction value accepted on the building permit application, The deposit will be held as security for landscaping, building, and environmental works.
 - (b) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.
 - (c) Nothing in this Development Permit alters or affects in any way any of the preconditions to issuance of a building permit as set out in the following covenants registered against the Land in favour of the District:

Green Building Covenant – [CA4789245]
Housing Agreement Covenant - [CA4789246]
No Build Covenant - [CA4789247]
Storm Water Management Covenant - [CA4789248]
Tree Preservation Covenant - [CA4789249]

Mayor

Municipal Clerk

Dated this day of , 20.

Minimum Required Setback

2.6 m (8.43 ft)
1.2 m (4.0 ft)
6.1 m (20 ft)
1.2 m (4.0 ft)

3736-3738 EDMONT BLD. BUILDING 3 3,565.5 SF

3736-3738 EDMONT BLD. BUILDING 1 1,125.8 SF

3736-3738 EDMONT BLD. BUILDING 2 3,101.8 SF

L1 PATIO 2,000.0 SF

LOADING AREA

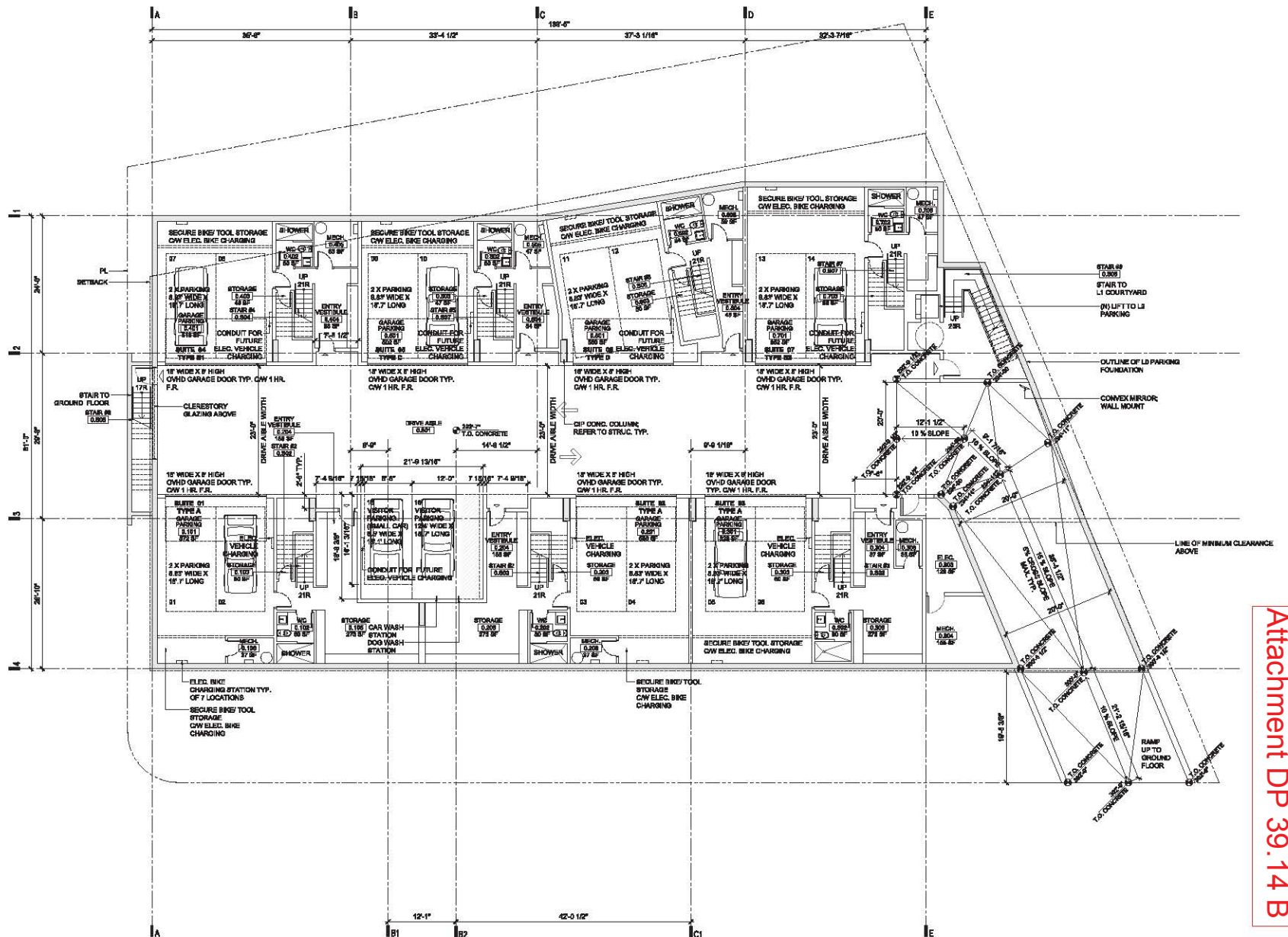
PATIO AREA

LOADING COVERAGE:
 AREA + L1 PATIO AREA (SITE AREA)
 + 2,146,3.0 SF) / (20,880 SF)
 = 0.11 (11%)

LOADING COVERAGE

Attachment DP 39.14 A

Attachment DP 39.14 A



RENDERINGS



EXTERIOR RENDER - EDMONTON BOULEVARD

Provided for general form and character only. Note that no surface parking will be permitted.

Attachment DP 39.14 C

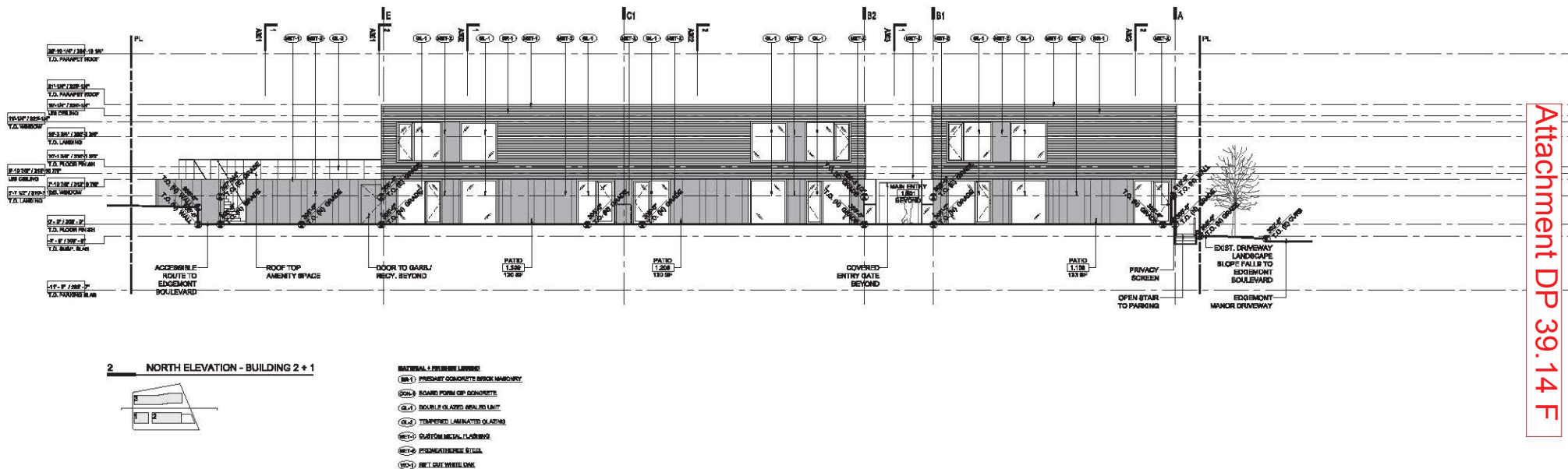
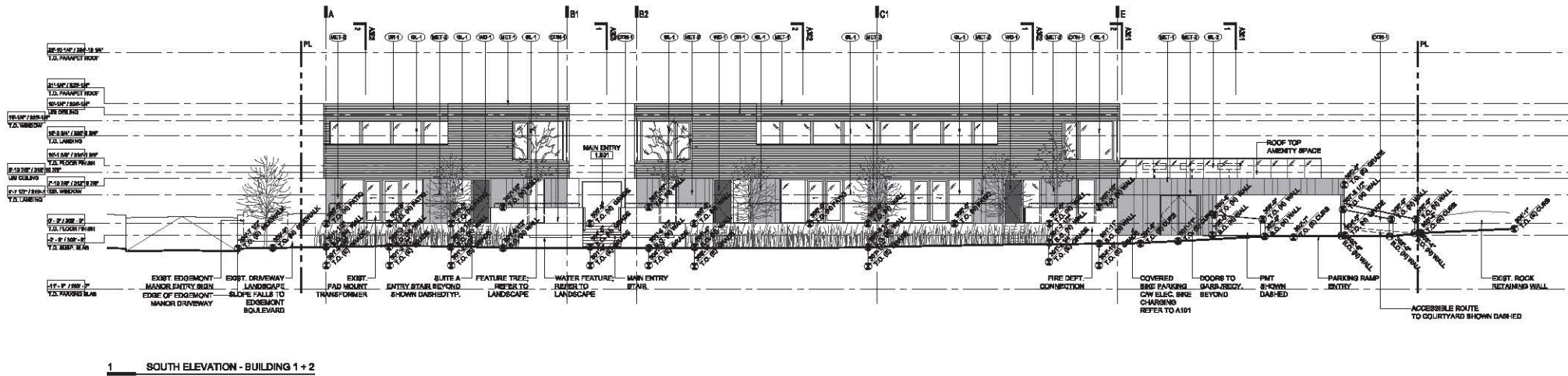


EXTERIOR RENDER - VIEW WEST THROUGH COURTYARD

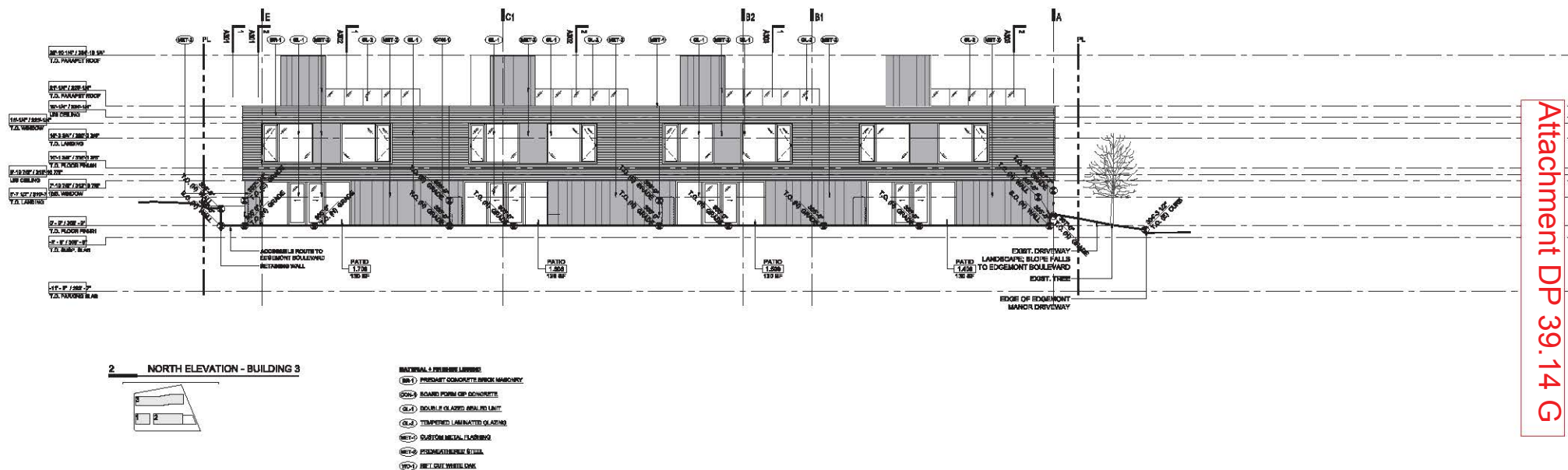
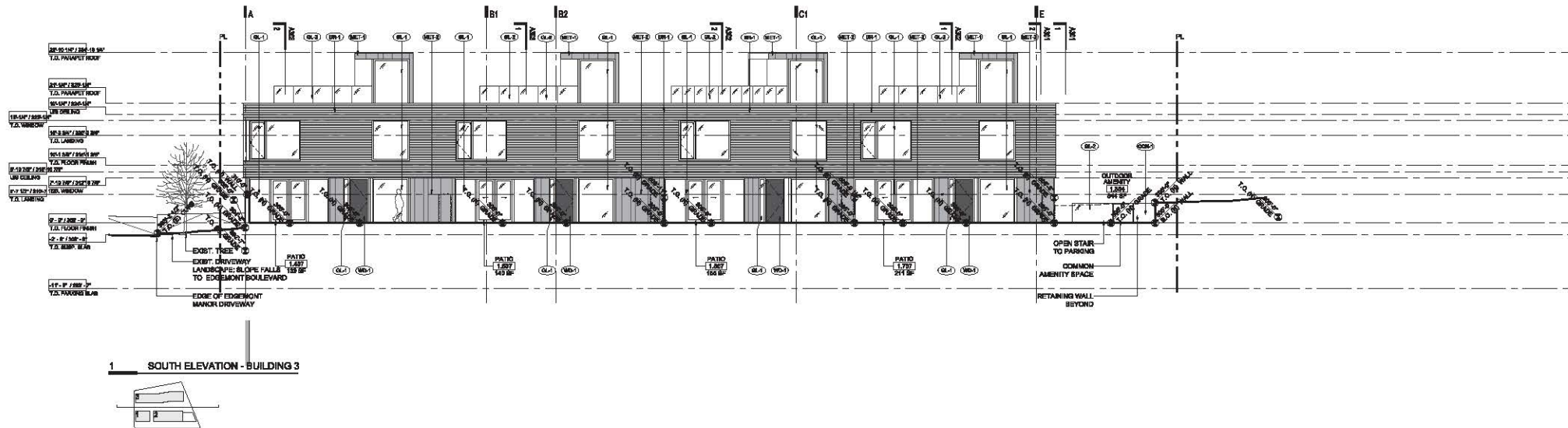
Attachment DP 39.14 D

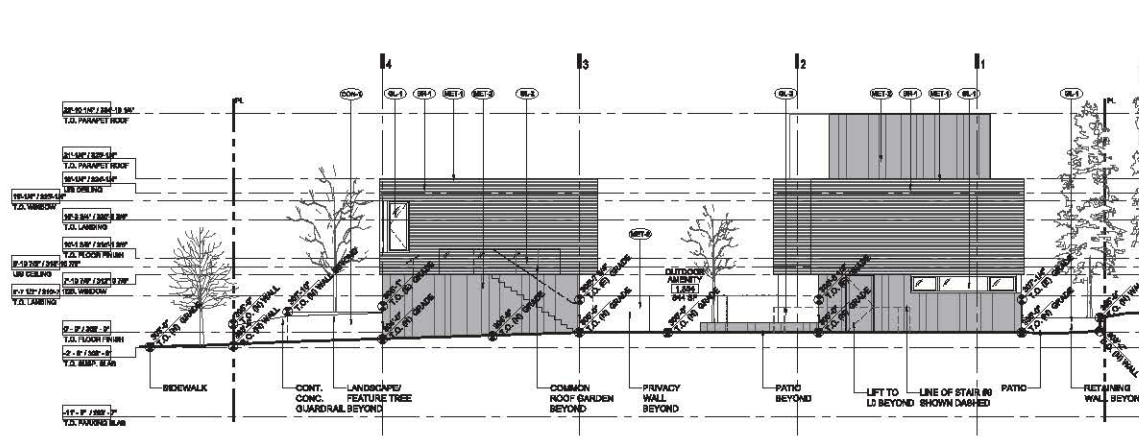


ELEVATION DETAIL

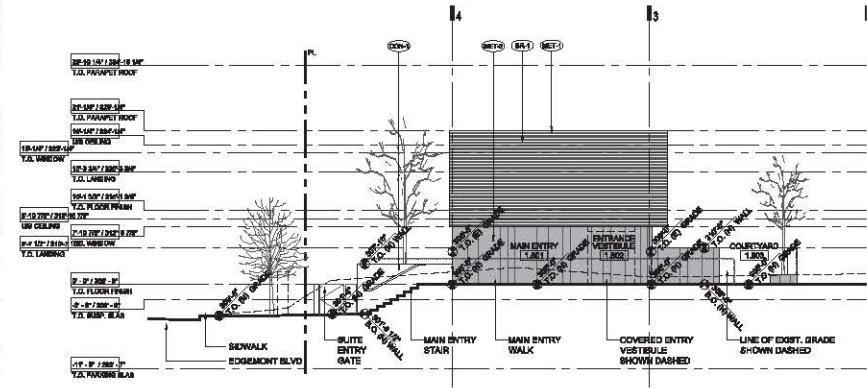


Attachment DP 39.14 F

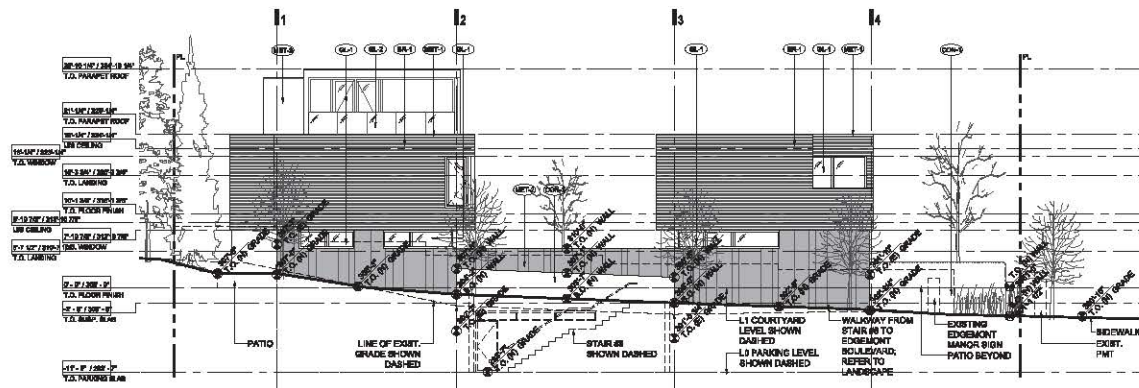




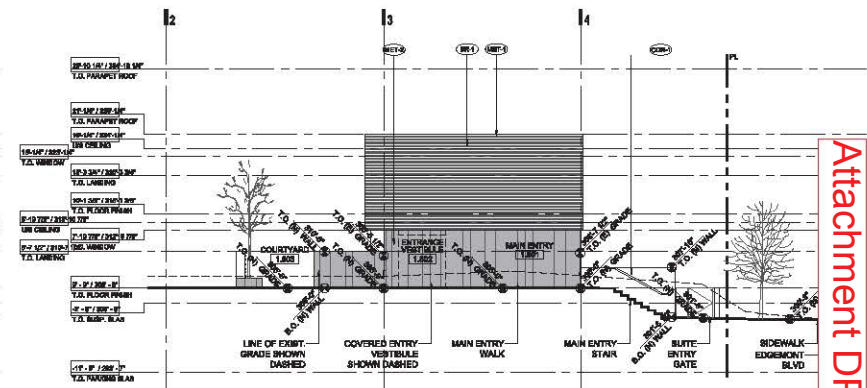
1 EAST ELEVATION - BUILDING 2 + 3



2 EAST ELEVATION - BUILDING 1



3 WEST ELEVATION - BUILDING 3 + 1



4 WEST ELEVATION - BUILDING 2



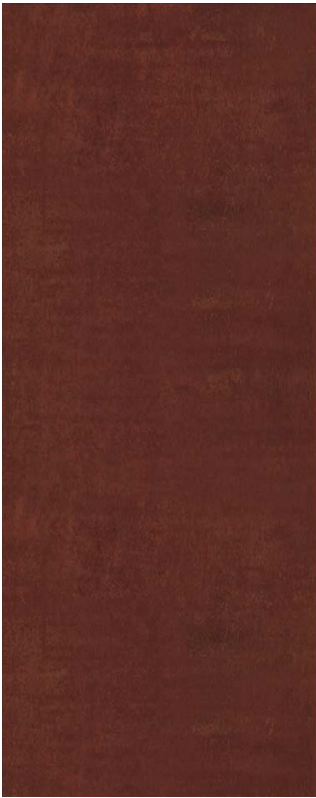
Attachment DP 39.14 H

MATERIAL STRATEGY



WHITE CONCRETE BRICK

White concrete brick compliments the white facade of the Hollingsworth fourplex to the east, while providing durability to the elements.



PREWEATHERED STEEL

Prewathered steel rainscreen panels provide durability along the ground floor.



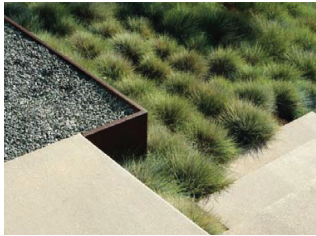
GLAZING

A high-performance glazing system increases the energy performance of the building, through mitigating heat loss and solar gain.



BOARDFORM CONCRETE

Boardform concrete retaining walls connect the lower preweathered steel volume with the vegetation to create a cohesive ground plane.



GRASSES & SHRUBS

Low grasses and shrubs throughout the site are used to mitigate storwater runoff.

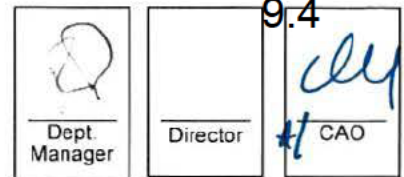


TREES

In addition to the large coniferous trees retained on the site, new deciduous trees are used to shade the buildings in summer, while allowing daylight to access the envelope in the winter.

COUNCIL AGENDA/INFORMATION

<input type="checkbox"/> In-Camera	Date: _____	Item # _____
<input type="checkbox"/> Regular	Date: _____	Item # _____
<input type="checkbox"/> Info Package	Date: _____	Item # _____
<input type="checkbox"/> Agenda Addendum	Date: _____	Item # _____



The District of North Vancouver REPORT TO COUNCIL

November 06, 2015

File: 05.1780/Financial Plan Process/2015

Tracking Number: RCA -

AUTHOR: Rozy Jivraj, Section Manager Financial Planning

SUBJECT: 2015-2019 Consolidated Financial Plan - Bylaw Amendment #1

RECOMMENDATION:

THAT Council provide FIRST, SECOND, and THIRD reading of the "2015 – 2019 Consolidated Financial Plan Approval Bylaw 8120, 2015, Amendment Bylaw 8146, 2015 (Amendment 1)" on recommendation from the Finance and Audit Standing Committee.

REASON FOR REPORT:

To meet the requirements of the Community Charter, any changes that have occurred since the adoption of the 2015 -2019 Financial Plan on April 27, 2015 must be amended in the financial plan. These changes have been discussed by the Finance and Audit Standing Committee on November 3 and are recommended for adoption by Council. See attachment for details.

ANALYSIS:

Changes must be formally adopted in an amended financial plan to meet Community Charter requirements.

At the recommendation of the Finance and Audit Standing Committee, the 2015-2019 Consolidated Financial Plan amendment is to include the replacement and expansion of the Montroyal Bridge at a cost of \$4.6 million. New condition information on the Montroyal Bridge, presented to the Committee, requires the bridge to be replaced, adding \$1.5 million in 2015 to the list of capital changes (\$3.1 million in 2016). Project funding for the bridge renewal is from the Infrastructure Reserve (\$3.6 million) and for the bridge expansion, to meet current engineering standards, funding is from the New Capital and Innovation Reserve (\$1.0 million).

Timing/Approval Process:

The Financial Plan must be amended for spending authority to be in place prior to year-end.


Rozy Jivraj, CA
Section Manager of Financial Planning

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The Corporation of the District of North Vancouver

Bylaw 8146

A bylaw to amend the 2015-2019 Consolidated Financial Plan Approval Bylaw 8120, 2015

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

1. Citation

This bylaw may be cited as "2015-2019 Consolidated Financial Plan Approval Bylaw 8120, 2015, Amendment Bylaw 8146, 2015 (Amendment 1)".

2. Amendments

2.1 2015-2019 Consolidated Financial Approval Bylaw 8120, 2015 is amended as follows:

- a. Section 3, *Reserve Fund Appropriations for Capital Expenditures*, is deleted in its entirety and replaced with the following new Section 3, *Reserve Fund Appropriations for Capital Expenditures*, as follows:

"3. Reserve Fund Appropriations for Capital Expenditures

The 2015-2019 Consolidated Financial Plan reserve fund appropriations totalling \$34.46 million as set out below for 2015 are approved.

Capital Expenditures

1. Operating Reserves – Partners

NV District Public Library – Teen Area Pilot Project	\$	20,000
NV Recreation & Culture – Website Renewal		33,300
NV Recreation & Culture – Document Management		40,000
NV District Public Library – provision		111,735
	\$	<u>205,035</u>

2. Other Reserves

Public Art Reserve	\$	50,000
Local Improvement Reserve		165,000
	\$	<u>215,000</u>

3. Development Reserves

DCC's Roadways – Keith Road Bridge	\$	3,247,000
DCC's Water		494,655
DCC's Sewer		188,078
DCC's Drainage		45,138
Community Amenity Contributions		387,000
	\$	<u>4,361,871</u>

4. Equipment Replacement Reserves

General Equipment Reserve	\$	1,545,000
Fire Equipment Reserve		805,300
Golf Facilities Equipment Reserve		501,000
Recreation Equipment Reserve		138,000
	\$	<u>2,989,300</u>

5. Infrastructure Replacement Reserve

New Delbrook Community Recreation Centre	\$	9,000,000
Technology Transformation (Permits and Licencing)		1,090,000
Keith Road Bridge		5,925,488
Norgate Fieldhouse		1,300,000
Data Resiliency & Disaster Recovery		480,000
Lynn Valley Town Centre Pay Parking Stations		47,500
Keith Road Bridge – temporary borrowing (DCC's)		2,000,000
Montroyal Bridge		1,504,000
	\$	<u>21,346,988</u>

6. Land Opportunity Reserve

Capilano United Church	\$	3,600,000
Burr Place – sewer line		16,000
1335 Draycott Road – lease buyout		500,000
	\$	<u>4,116,000</u>

7. New Capital Reserve

New Delbrook Community Recreation Centre	\$	400,000
Fromme Mountain Parking Lot – Braemar		585,000
Deep Cove Parking Improvements		100,000
Parks Sign Shop Equipment		50,000
Transit Related Road Improvement Program		40,000
Energy and Conservation Initiatives		55,000
	\$	<u>1,230,000</u>

- b. Schedule A to 2015-2019 Consolidated Financial Plan Approval Bylaw 8120, 2015, *District of North Vancouver 2015-2019 Consolidated Financial Plan (000's)*, is deleted in its entirety and is replaced with the new Schedule A *District of North Vancouver 2015-2019 Consolidated Financial Plan (000's)* as shown in Schedule 1 of this Bylaw.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule 1 to Bylaw 8146
Schedule A to Bylaw 8120
DISTRICT OF NORTH VANCOUVER
2015-2019 CONSOLIDATED FINANCIAL PLAN (\$ 000's)

	2015	2016	2017	2018	2019
REVENUES					
Taxation	90,467	94,549	97,012	100,742	103,212
Penalties and Interest on Taxes	660	673	687	700	714
Sales, Fees, and User Charges	86,846	85,377	89,195	93,046	90,885
Transfer from Governments	9,646	1,936	1,951	1,966	1,981
Investment Income	3,497	3,118	3,519	3,924	4,352
External Contributions	2,346	80	10	10	10
	193,462	185,733	192,374	200,388	201,154
PROCEEDS FROM DEBT	28,000	-	-	-	-
TRANSFERS FROM					
General Surplus	4,425	433	100	-	-
Operating Reserves	2,299	600	600	600	600
Operating Reserves - Partners	235	-	-	-	-
Other Reserves	215	5,197	52	53	54
Capital Committed Funds	390	-	-	-	-
Development Reserves	4,362	2,638	2,637	539	610
Equipment Replacement Reserves	2,989	1,726	3,358	1,727	1,575
Infrastructure Replacement Reserve	21,347	21,066	-	-	-
Land Opportunity Reserve	4,116	-	-	-	-
New Capital & Innovation Reserve	1,230	1,095	-	-	-
	41,608	32,755	6,747	2,919	2,839
TOTAL	263,070	218,488	199,121	203,307	203,993
EXPENDITURES					
Capital Expenditures	78,141	60,040	30,677	31,196	31,973
Development Services	5,251	5,100	5,171	5,264	5,359
General Government	18,041	14,965	15,034	14,988	15,342
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Solid Waste and Recycling Services	8,134	7,616	7,748	7,883	8,020
Transportation and Transit	5,569	5,428	5,609	5,642	5,779
Water Services	17,193	17,024	17,320	17,655	17,994
	220,484	199,652	173,377	176,647	180,753
DEBT SERVICE					
Principal & Interest	3,120	3,876	4,366	4,366	4,366
TRANSFERS TO					
Operating Reserves	59	59	59	58	58
Solid Waste & Recycling Reserve	1,358	578	554	531	548
Sewer Services Reserve	3,928	576	1,477	1,266	1,020
Water Services Reserve	222	-	123	228	70
Other Reserves	312	353	389	397	406
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	39,466	14,960	21,378	22,294	18,874
TOTAL	263,070	218,488	199,121	203,307	203,993

AGENDA INFORMATION

<input type="checkbox"/> Committee of the Whole	Date: _____
<input type="checkbox"/> Finance & Audit	Date: _____
<input type="checkbox"/> Advisory Oversight	Date: _____
<input type="checkbox"/> Other	Date: _____

	<i>[Signature]</i>	
Dept Manager	GM/ Director	CAO

The District of North Vancouver REPORT TO COMMITTEE

October 26, 2015
File: 1700-2015

AUTHOR: Rozy Jivraj, Section Manager, Financial Planning

SUBJECT: 2015-2019 Consolidated Financial Plan Amendment #1

RECOMMENDATION:

THAT the Finance & Audit Standing Committee recommend to Council:

THAT Council provide FIRST, SECOND, and THIRD reading of the "2015 – 2019 Consolidated Financial Plan Approval Bylaw 8120, 2015, Amendment Bylaw 8146, 2015 (Amendment 1)" on recommendation from the Finance and Audit Standing Committee".

REASON FOR REPORT:

To meet the requirements of the Community Charter any changes that have occurred since the adoption of the 2015 -2019 Financial Plan on April 27, 2015 must be formally adopted in an amended financial plan.

SUMMARY:

During the year, Council and/or partner agencies supported capital expenditure changes totalling \$7.5 million and operating cost changes totalling \$897k through resolution and direction to amend the Financial Plan. A number of housekeeping items are included in this amendment.

EXISTING POLICY:

Section 173 (2) of the Community Charter states that "a municipality may make an expenditure that is included in that year of its financial plan, so long as the expenditure is not expressly prohibited by or under this or another act". Section 173 (3) of the Community Charter adds "A municipality may make an expenditure for an emergency that was not contemplated for that year in its financial plan, so long as the expenditure is not expressly prohibited by or under this or another Act", and under 173 (4b) "If an expenditure is made under that subsection, as soon as practicable, the council must amend the financial plan to include the expenditure and the funding source for the expenditure".

ANALYSIS:

This amendment bylaw includes the acquisition of one property, the disposition of another property and the related lease buyout, the recognition of the financial impacts associated with the acquisition of the new solid waste containers, and funding and financing adjustments for a number of current projects and initiatives.

Consistent with prior years, housekeeping items (i.e. reclassification between accounts, revisions of estimates, and receipts of external funding) have been summarized and included as part of the financial plan amendment process.

A summary of the Capital and Operating Plan changes, including housekeeping items are described below:

Capital Plan:

During the year, Council supported changes to Capital Expenditures through resolution and direction to amend the Financial Plan. Changes are summarized in Table A. Key highlights include:

1. Capilano United Church

Purchase of Capilano United Church for \$3.6 million. Interim funding is through the Land Opportunity Reserve. Funding sources will be finalized once Council's land use decision is made.

2. Sale of property 1335 Draycott Road

This property was sold for \$1.2 million. Net proceeds, after executing a lease surrender of \$500k for the existing long term ground lease, were transferred to the Land Opportunity Reserve.

3. Debris Hazard

The Debris Hazard Impact Analysis project was awarded \$795k. This will be funded from the Sewer & Drainage Reserve and addresses the need to step up drainage activities throughout the District. Prospectively, a multi-year funding strategy will need to be developed to address the anticipated mitigation recommendations arising from this project.

In anticipation of heavy winter rains in 2015/16 and to address recovery works from last year's storm event, certain mitigation works have proceeded. Majority of the costs will be recovered through Building Canada Fund and Emergency Management BC grants of which \$657k is recognized in this Financial Plan amendment.

4. Lynn Valley Town Centre Pay Parking Stations

In June 2015, Council approved the implementation of new pay parking in Lynn Valley Town Centre to be managed by Impark Parking Canada. Five pay stations will be purchased for a total cost of \$48k which will be funded from the Infrastructure Reserve.

5. Capilano Water Main

The District's share of the \$2.1 million joint project with Metro Vancouver is \$1.0 million (down from \$2.0 million). The difference is transferred back to the general water main program.

6. Fromme Mountain – Mountain Highway Parking Lot

The 2015 Fromme Mountain – Mountain Highway Parking Lot project, expands the existing parking to accommodate 50 to 75 vehicles. Budgeted costs were \$475k based on preliminary drawing and high level cost estimates.

In May 2015, unanticipated changes in field conditions reflected sub grade conditions and resulted in over 3000m³ of material needing to be excavated. As a result, some design changes were required as well as increased imported fill material and lock blocks for the retaining wall. Additional budget of \$281k will be reallocated to this project primarily from the Braemar parking lot project.

7. Lynn Canyon Park Restoration

With the intent to expand and improve parking and circulation by the summer of 2016, \$375k is required for the design and restoration of Lynn Canyon Park. The funding source is the remaining balance of \$1.0 million in compensation received from Metro Vancouver when access was provided to the Park for the Seymour shaft construction. These funds are for the Lynn Canyon Park restoration.

8. Wildfire Risk Reduction Project

The Strategic Wildfire Prevention Initiative is a provincially funded grant program administered by UBCM. UBCM approved the District's operational fuel treatment project to treat high risk forest areas at a total cost of \$200k of which 90% is eligible for the grant. The lowest bid leaves a shortfall of approximately \$120k. This amount will be drawn from the Protective Service Stabilization Reserve which has adequate funds.

9. Fibre Optic Network

The 2015 financial plan included \$500k to expand the fibre optic conduit within the District. An additional \$250k is required with \$165k reallocated from the Data Centre Resiliency Project and 85k funded by the Ministry of Transportation.

10. Belle Isle Park – Conceptual Design

There is a need to advance the design work for the Park in the peripheral area of Lion's Gate where multiple preliminary planning applications have already been received. Both the Lower Capilano Marine Village Implementation Plan and the Peripheral Area Housing Policy and Design Guidelines reference improvements to the Park as community amenities and tied to developer contributions. The design work is estimated at \$40k and will be funded from Community Amenity Contributions already set aside.

11. Solid Waste Containers

Supporting waste reduction, in 2016, residents will receive two locking carts for weekly curb side collection of garbage and organics. The purchase of the carts and related implementation costs are approximately \$4.8 million and will be funded from the current rate structure and existing reserves.

12. Keith Road Bridge financing

To ensure adequate DCC funding is in place for the Keith Road Bridge, \$2.0 million will be funded on an interim basis from the Infrastructure Replacement Reserve.

Council was advised in early 2015 that any shortfall in the Streets DCC Reserve due to timing of sufficient DCC funds would be covered by the Infrastructure Replacement Reserve and returned to source when DCCs are collected.

Interim funding between reserve funds is allowed under Community Charter Section 189.4.2.

13. Housekeeping

Capital expenditures are also amended for housekeeping changes including reallocations, reclassifications between funds and privately funded infrastructure totalling \$733k.

TABLE A

	Major Capital Projects (000's)	Total Project Cost	Funding Already Approved	Amendment
	<u>With Council Resolution</u>			
1	Capilano United Church Acquisition	3,600	-	3,600
2	Draycott Rd. - Lease Buyout	500	-	500
3a	Debris Hazard Impact Analysis	795	-	795
3b	Debris Hazard Mitigation	657	-	657
4	Lynn Valley Town Centre - Pay Parking Stations	48	-	48
5	Capilano Water Main & Paving	2,124	2,000	124
	<u>Resolution through Financial Plan</u>			
6	Fromme Mountain - Mountain Highway Parking Lot	756	475	281
7	Lynn Canyon Park Restoration	405	30	375
8	Wildfire Risk Reduction Project	432	312	120
9	Fibre Optic Expansion	750	500	250
10	Belle Isle - conceptual design	40	-	40
11	Solid Waste Containers - 2016 Project \$4.8m	-	-	-
12	Keith Road Bridge - financing only \$2.0m	-	-	-
13	Housekeeping Items	733	-	733
	Capital Expenditures	10,840	3,317	7,523

Operating Plan:

During the year, Council supported changes to the Operating Plan through resolution and direction to amend the Financial Plan. Changes are summarized in Table B. Key highlights include:

1. BC Seniors Games

North Vancouver was successful in securing the 2015 BC Seniors Games where participants 55 years and older participate in an organized sporting event promoting healthy and active lifestyles. As such, Council authorized a \$40k grant.

2. Recycling Program changes

During this past summer, the North Shore Recycling Program launched a glass collection and recycling program which now requires an increase of \$122k to the District's current budget. The one time increase is due to the higher cost of grey boxes used for glass collection, the cost to acquire new decals for the program roll out and increasing demand during the year for more blue boxes and multifamily carts. The funding source for these costs is from the Solid Waste & Recycling Reserve.

3. Impact of Summer Drought

Unprecedented dry, hot weather resulted in much higher seasonal water consumption increasing costs by \$600k. Stage 3 water restrictions were put in place in July but not in time to curb higher consumption levels experienced during April – July. As a result, the planned contribution to the Water Reserve fund for \$822k will be reduced by \$600k.

4. New Delbrook Community Recreation Centre (William Griffin) - Early Debt Financing

In November 2014, a Council decision was made to accelerate the New Delbrook Community Recreation Centre debt financing of \$28 million to take advantage of the low interest rate environment. In April 2015, the \$28 million was received and invested in laddered term deposits to match the cash flow of the project. As such \$10 million was allocated to the project in 2015, with the balance of \$18 million transferred to the Infrastructure Reserve for use in 2016.

5. Housekeeping

Housekeeping changes include reallocations and reclassifications between funds and use of partner surplus for a net impact of \$135k.

Table B

Use of Funds (\$000's)	Change	Original	Revised
<u>Expenditures</u>			
Capital			
Major Projects	6,790	-	6,790
Housekeeping	733	69,114	69,847
	<u>7,523</u>	<u>69,114</u>	<u>76,637</u>
Operating			
Parks, Recreation & Culture	40	-	40
Recycling Operations	122	-	122
Water Services	600	16,593	17,193
Housekeeping	135	124,853	124,988
	<u>897</u>	<u>141,446</u>	<u>142,343</u>
Total Expenditures	8,420	210,560	218,980
Debt Service	359	2,761	3,120
<u>Transfers To</u>			
Accumulated Surplus - Other	-	3,987	3,987
Solid Waste & Recycling Reserve	(122)	1,480	1,358
Water Services Reserve	(600)	822	222
Equipment Replacement Reserve	130	2,439	2,569
Infrastructure Reserve	18,003	7,911	25,914
Land Opportunity Reserve	1,200	188	1,388
Reserves	-	4,028	4,028
	<u>18,611</u>	<u>20,855</u>	<u>39,466</u>
Total	<u>27,390</u>	<u>234,176</u>	<u>261,566</u>

Timing/Approval Process:

The Financial Plan must be amended for spending authority to be in place for related expenditures prior to year-end.

Financial Impacts:

See revised Schedule A, Amendment1, Bylaw 8146

Respectfully submitted,

[Redacted Signature]

Rozy Jivraj, CA
Section Manager, Financial Planning

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

The Corporation of the District of North Vancouver

Bylaw 8146

A bylaw to amend the 2015-2019 Consolidated Financial Plan Approval Bylaw 8120, 2015

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READ a first time

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ADOPTED

Mayor

Municipal Clerk

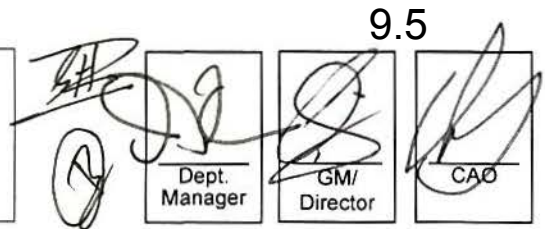
Certified a true copy

Municipal Clerk

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



The District of North Vancouver REPORT TO COUNCIL

November 4, 2015
File: 11.5210.01/000.000

AUTHOR: Shashi Bandara, EIT, Project Delivery Office

SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction

RECOMMENDATIONS:

1. THAT Council relax the provision of Noise Regulation Bylaw 7188, which regulates construction noise, for Metro Vancouver effective immediately until January 31, 2016, for the purpose of internal pipelining works as described in this report as follows;
 - a. Extended work hours to include night time work from 8 pm to 7 am Monday to Saturday until the end of the pipeline construction.
2. AND THAT Council delegate authority to the Municipal Engineer to consider and/or approve an extension to the requested noise variance past January 31 2016 to complete the proposed work, should it be required.

REASON FOR REPORT:

To maintain the project schedule, Metro Vancouver has requested a variance to the District's Noise Regulation Bylaw 7188 to conduct construction works between 8pm to 7am Monday to Saturday until the end of the pipeline construction. The works proposed for this time period include internal lining of the pipe.

The pipelining works will utilize dehumidifier fans and possibly sandblasting equipment. All lining works will be confined to the inside of the pipe. However, it is anticipated that residents may notice construction crews entering and exiting specific areas of the work site during the night. While the sound levels resulting from all day and night working hours seem undesirable to residents, the benefit of this approach would be a shorter overall construction period. Thus, District staff support the variance request as proposed by Metro Vancouver with the input of the Community Monitoring and Advisory Committee (CMAC).

BACKGROUND:

Council approved a noise variance for specific work by Metro Vancouver on September 14, 2015. However, the terms of the current variance do not allow for Metro Vancouver to conduct their pipelining work at night.

Hence, the District has received an additional noise variance application from Metro Vancouver in a letter addressed to Gavin Joyce, dated November 3rd, 2015 (Attachment #1). CMAC'S input on the variance request is summarized in the attached memorandum (Attachment #2).

The new 2.1 meter diameter steel Capilano Main No. 9 will replace the existing Capilano Main No. 4, which has reached the end of its design life and is seismically vulnerable. The current phase of the project consists of installing approximately 2km of pipe to be completed by spring of 2016. The new main will extend along Capilano Road from the new valve chamber in the parking lot at Cleveland Dam to another new valve chamber on Edgemont Boulevard.

A variance from the Bylaw will reduce the pipe installation and commissioning schedule by approximately one month.

EXISTING POLICY:

Noise Regulation Bylaw 7188 defines tolerable levels of construction-related sound. Under the Noise Regulation Bylaw 7188 Council may, by resolution, relax this regulation which prohibits construction noise:

- during the night before 7:00 am and after 8:00 pm;
- on Saturdays before 9:00 am and after 5:00 pm; and
- above sound level (recorded in decibels), as outlined in the Noise Regulation Bylaw.

ANALYSIS:

Effective immediately until January 31, 2016, for the purpose of internal pipelining works, Metro Vancouver is seeking the following variance to the Noise Regulation Bylaw 7188 in order to facilitate timely completion of the project:

- Extend work hours from 8 pm to 7 am Monday to Saturday.

The works will be composed of the following:

- Utilising sand blasting equipment to remove any surface impurities and prepare the internal surface of the pipe for application of the lining paint;
- Cleaning the inside of the pipe and;
- Applying internal pipe surface lining paint using a hand brush.

The primary reason for requesting the noise variance is to allow construction crews to enter and exit specific areas of the work site during the night, which may be noticeable to the residents. The sandblasting works will be limited to the inside of the buried pipe and as such is not expected to result in any additional noise outside of the pipes. It is noted that other noise related to pipelining activity is from the dehumidifier fans which are already in use 24 hours a day, 7 days a week in accordance with the previously granted noise variance.

The pipelining work has already started during day time work hours. Currently, the welding and lining work can be done at the same time as there is sufficient distance between the two crews. However, as the distance between the two crews reduces as they approach the end of the pipeline, for safety reasons the two activities need to happen at different times. To compress the work schedule, Metro Vancouver is requesting a noise variance to allow pipelining crews to work during the night time.

Photos that illustrate the proposed works can be found in Attachment #3

Metro Vancouver indicates that the work will likely be completed by January 31, 2016, although it could run longer if there are unexpected delays to the project. Hence, they have applied for a variance that would extend into the spring. Staff prefer that the work is completed in a timely manner early in the new year and as such, recommend that any extension to the variance be delegated to the Municipal Engineer for consideration.

Metro Vancouver intends to monitor construction equipment to ensure compliance with the Noise Regulation Bylaw.

To provide the community with respite from the construction activities, no work will be carried out by Metro Vancouver on Sundays.

Metro Vancouver is anticipating that all construction activities will continue to be undertaken in conformance with the District's Noise Regulation Bylaw 7188 as well as the previously granted variance (see Attachment #4).

Stakeholder Input

In general, CMAC's feedback is:

- Supportive of the extended work hours from 8 pm to 7 am Monday to Saturday allowing the project to be completed in a timely manner;
- Supportive of the dehumidifiers to be employed as they have already been in use at the work zone in accordance with the previously granted variance and will not result in an increase in noise level;
- That access to the underground pipeline will be limited to two specific locations at any particular night;
- That above ground activities at the access points will be limited to access and egress to the underground pipe by crew members and their supplies, and are not expected to exceed half an hour at each occurrence;
- That all measures be taken to reduce noise level to a minimum by shrouding noise and light emitting equipment;

**SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction**

November 4, 2015

Page 4

- That there will be no construction equipment with backup signalling associated with this work;
- That lights will be required at access points only and will be shrouded and kept at a minimum; and
- That all steps be taken during construction to maintain noise levels at the boundaries of the construction zone within the noise regulation bylaw and previously granted variance. Construction equipment will be monitored to ensure compliance with the bylaw.

Timing/Approval Process:

Approval by Council is required prior to any work requiring noise variance.

Liability/Risk:

Limited risk to the District provided that appropriate communication protocols are followed by Metro Vancouver prior to extended work hours.

Respectfully submitted,



Shashi Bandara, EIT
Engineer-in-Training

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

Attachment 1 – Noise Variance Request Prepared by Metro Vancouver

**SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction**

November 4, 2015

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Water Services
Engineering and Construction
Tel: 604 432-6105 Fax 604 432-6297

November 03, 2015

File: WA-02-01-11019-50

Mr. Gavin Joyce, P.Eng., General Manager
Engineering, Parks and Facilities Management Division
District of North Vancouver
355 West Queens Road
North Vancouver, BC V7L 4K1

Dear Mr. Joyce:

Re: Noise Bylaw Variance Request – Capilano Main No. 9 Construction – Phase 2

We are writing to request an addition to the noise bylaw variance granted to the GVWD in relation to the construction of the Capilano Main No. 9 – Phase 2.

Project Description

Capilano Main No. 9 is intended to replace the existing Capilano Main No. 4, located on a steep slope west of Capilano Road. The existing main has reached the end of its design life. The new main will extend from the parking lot at Cleveland Dam, along Capilano Road to Edgemont Boulevard.

Phase 2 of the project consists of the installation of approximately 2km of 2.1m diameter steel pipe and, is scheduled for completion by the Spring of 2016.

In general, the construction activities for Capilano Main No. 9 - Phase 2 consist of the following:

- Excavation and soil removal;
- Pipe trench dewatering;
- Large diameter pipe fabrication and installation;
- Backfilling and restoration;
- Pipe welding, internal lining and pipe dehumidification;
- Concrete chamber construction.

It is anticipated that all construction activities will continue to be undertaken in conformance with the District's noise bylaw and previously granted variances.

To maintain an efficient pipe laying operation, the pipeline welding and internal lining work must be undertaken consecutively as installation of the watermain proceeds. Pipe welding work will be undertaken during the day. However, in order to maintain the project schedule, it is anticipated that a variance to the bylaw is required for following activities:

4330 Kingsway, Burnaby, BC, Canada V5H 4G8 • 604-432-6200 • www.metrovancouver.org
Greater Vancouver Regional District • Greater Vancouver Water District • Greater Vancouver Sewerage and Drainage District • Metro Vancouver (Local) Corporation
12172531

**SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction**

November 4, 2015

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Letter to District of North Vancouver
Noise Bylaw Variance Request – Capilano Main No. 9 Construction – Phase 2
Page 2 of 3

- Undertaking the internal pipe lining work between 8:00 pm and 7:00 am Monday to Saturday until the end of the pipe installation. The lining activity will employ dehumidifier fans and possibly sandblasting equipment.
- All lining work will be confined to the inside of the pipe. However, residents may notice construction crews entering and leaving specific areas of the work site during the night;
- Access to the work zone would be from specific locations along Capilano Road.

In order to keep noise levels to a minimum and reduce potential impact on the community, the following has been taken into consideration:

- Access to the underground pipe will be limited to two specific locations at any particular night.
- Above ground activities at the access points will be limited to access and egress to the underground pipe by crew members and their supplies, and are not expected to exceed half an hour at each occurrence.
- The dehumidifiers to be employed have already been in use at the work zone in accordance with the previously granted variance and will not result in an increase in noise levels.
- All measures will be taken to reduce noise levels to a minimum by shrouding noise and light emitting equipment.
- There will be no construction equipment with backup signaling associated with this work.
- Lights will be required at access points only and will be shrouded and kept to a minimum.
- The equipment employed for this work is industrially rated and as such cannot be powered from the nearby residential power sources.

Furthermore, all steps will be taken to maintain noise levels at the boundaries of the construction zone within the noise regulation bylaw. Construction equipment will be monitored to ensure compliance with the bylaw.

Metro Vancouver will provide advance notice to the District of North Vancouver (DNV), area residents and the DNV's Community Monitoring and Advisory Committee prior to the commencement of the subject activities.

Should you have any questions or concerns, please do not hesitate to contact the undersigned at (604) 451-6134.

Yours truly,



Goran Oljaca, P.Eng.
Director, Engineering & Construction, Water Services

GO/HS/MS/m

12172531

**SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction**

November 4, 2015

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Letter to District of North Vancouver
Noise Bylaw Variance Request – Capilano Main No. 9 Construction – Phase 2
Page 3 of 3

cc: Hein Steunenberg, Division Manager, Water Services, Metro Vancouver
Ben Suleiman, Lead Senior Engineer, Water Services, Metro Vancouver
Mark MacConnell, Senior Project Engineer, Water Services, Metro Vancouver
Vanessa Anthony, Project Manager Public Involvement, Water Services, Metro Vancouver
Alicia Williams, Communications & Education Coordinator, Water Services, Metro Vancouver
Steve Billington, Community Liaison Officer, Akkadis Change Practice
Raymond Penner, Community Monitoring and Advisory Committee, Facilitator, Strategic Action Group

**Attachment 2 – Memorandum Prepared by
Community Monitoring and Advisory Committee**

M E M O R A N D U M

To: Gavin Joyce, District of North Vancouver
From: Raymond Penner
the Strategic Action Group (CMAC Facilitator)
Subject: CMAC input re Capilano Water Main Project Noise Bylaw Variance – Phase 2
Date: October 30, 2015
CC: Steve Ono, Tegan Smith (District of North Vancouver), Goran Oljaca, Hein
Steunenberg (Metro Vancouver)
CMAC members
CMAC Guests

Please accept this memo with regard to CMAC's perspective on Metro Vancouver's request for support in their pending application to the District of North Vancouver for a Bylaw Variance for the Capilano Water Main Project. An extensive consultation process lasted more than a year as key project features and impacts were examined and presented to CMAC, DNV Council at Committee of the Whole meetings, MV sponsored community meetings, presentations at Community Association meetings and small group targeted residents meetings.

The underlying principle was accepted by DNV Council, CMAC, Metro Vancouver and community members was that there would be unavoidable community impacts as a result of this project but that construction opportunities and activities must be balanced with minimizing and mitigating those community impacts within reasonable cost parameters.

CMAC has received specific information with respect to the need for an additional Noise Bylaw Variance for this project to address pipeline welding and internal lining. Specifically, Metro Vancouver has informed CMAC that:

- Construction activities will continue to be undertaken in conformance with the District's noise bylaw and previously granted variances.
- Internal pipe lining work will take place between 8:00 pm and 7:00 am Monday to Saturday until the end of the pipeline construction. The lining activity will employ dehumidifier fans and possibly sandblasting equipment.
- All lining work will be confined to the inside of the pipeline. Residents may notice construction crew entering and leaving specific areas of the work site during the night.
- Access to the work zone would be from specific locations along Capilano Road.

In order to keep noise levels to a minimum and reduce potential impact on the community, the following has been taken into consideration:

- Access to the underground pipeline will be limited to two specific locations at any particular night.
- Above ground activities at the access points will be limited to access and egress to the underground pipe by crew members and their supplies, and are not expected to exceed half an hour at each occurrence.
- The dehumidifiers to be employed have already been in use at the work zone in accordance with the previously granted variance and will not result in an increase in noise level.

**SUBJECT: Request for Noise Bylaw Variance - Capilano Main No. 9 (Phase 2)
Construction**

November 4, 2015

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- All measures will be taken to reduce noise level to a minimum by shrouding noise and light emitting equipment.
- There will be no construction equipment with backup signaling associated with this work.
- Lights will be required at access points only and will be shrouded and kept to a minimum.

Furthermore, all steps will be taken during construction to maintain noise levels at the boundaries of the construction zone within the noise regulation bylaw. Construction equipment will be monitored to ensure compliance with the bylaw.

Based on the information supplied, CMAAC supports Metro Vancouver's request for a Noise Bylaw Variance for the CWMP – Phase 2.

CMAAC appreciates the continued effort that Metro has made to find ways to undertake this significant project in ways that have avoided, minimized and mitigated, to the extent possible, the disruptions to the community. CMAAC also appreciates the value that District Council and staff place on the perspective provided by CMAAC in these matters.

Sincerely



Raymond Penner
Facilitator, DNV Community Monitoring and Advisory Committee

Attachment 3 – Illustration of Internal Pipelining Works



Attachment 4 - Noise Variance granted to Metro Vancouver September 14, 2015

1. Extended work hours on Saturdays from 7 am to 8 pm, if required;
2. Generators for power and pumps to run 24-7;
3. Extended work hours beyond 8 pm for emergency situations and to complete concrete pours for the project's three valve chambers;
4. Night time work hours from 8 pm to 7 am to complete pipe laying operations in the area of Capilano Road near Eldon Road where construction challenges are anticipated. This will only be invoked if Metro Vancouver authorizes and only if residents within the noise-receiving area are advised on the need for and timing of such activity. DNV and CMAC are also to be advised in advance if this work is to take place; and
5. Possible use of equipment that exceeds the noise limits such as a hydro vacuum truck, which can reach noise levels of 110 dBA. This equipment would only be used when required during normal working hours and for short durations, typically to locate existing utilities.

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AGENDA INFORMATION	
<input type="checkbox"/> Committee of the Whole	Date: _____
<input type="checkbox"/> Finance & Audit	Date: _____
<input type="checkbox"/> Advisory Oversight	Date: _____
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

November 6th, 2015

File:

AUTHOR: John Rice, Cultural Services Officer
North Vancouver Recreation & Culture Commission

SUBJECT: AMENDMENTS TO THE PROPOSED ARTS AND CULTURE GRANTS
POLICY

RECOMMENDATIONS:

1. THAT Council approve the Arts and Culture Grants Policy (Attachment A) as amended after consultation with key organizations;
2. THAT upon adoption of the new policy, the District's existing policies for Arts and Cultural Grants (adopted 1982), Community Investment Program: Events/Festivals (2000) and Operational Support for Major Arts Organizations (2003) be rescinded;
3. AND THAT Council direct staff to amend Bylaws 7987 and 7988 to delegate granting authority to the North Vancouver Recreation & Culture Commission.

REASON FOR REPORT:

To present the finalized Arts and Culture Grants Policy for Council's consideration and approval.

SUMMARY:

Following consultation with arts and culture organizations, staff has amended the draft policy to remove the restriction on the number of grants for which eligible groups are permitted to apply and clarified the wording regarding ineligibility.

**SUBJECT: AMENDMENTS TO THE PROPOSED ARTS AND CULTURE GRANTS
POLICY**

November 6, 2015

Page 2

BACKGROUND:

At its regular meeting of November 2, 2015 Council postponed consideration of a recommendation from the Committee of the Whole to adopt the new Arts and Culture Grants Policy and directed staff to consult with key stakeholders in the arts community before bringing the policy back for consideration.

DISCUSSION:

Further to Council's direction, staff met with representatives from six key arts and culture groups on November 5, 2015 and has received input via email and phone from three other groups. The notable comments from stakeholders are outlined below:

1. Number of Grants

A concern was raised about Section 1.4 – Number of Grants in the draft policy which outlined a restriction on the number of grants for which groups may be permitted to apply. The organizations were not aware that Operating Group applicants would be encouraged to incorporate projects into their operating grant submission, but still agreed that removal of the restriction will enable the disbursement of grant funds to the best programs, projects and services.

Staff concurs with the position of the stakeholder groups and has amended the policy to remove the restriction.

2. Ineligibility Restrictions

There was a suggestion that the wording in the Ineligibility section of the policy was not clear enough. Staff has revised the language to be clearer on intent.

There were also some suggestions on the administration and communication processes which staff will consider as those processes are finalized.

ANALYSIS:

Timing/Approval Process:

In order to implement the changes for the 2016 grant program, adoption of policy in direction is required by early November.

Concurrence:

The policy also requires adoption by City of North Vancouver Council and is scheduled for the November 16 meeting of City Council.

**SUBJECT: AMENDMENTS TO THE PROPOSED ARTS AND CULTURE GRANTS
POLICY**

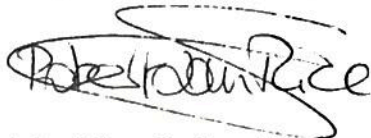
November 6, 2015

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Financial Impacts:

Adoption of the new Arts and Culture Grants Policy has no budget implications. Grants funding will be part of the annual budget submission from the North Vancouver Recreation & Culture Commission to both Councils.

Respectfully submitted,



John Rice, Cultural Services Officer
North Vancouver Recreation & Culture Commission

ATTACHMENTS:

- A. Arts and Culture Grants Policy
- B. Report to the Committee of the Whole, "North Vancouver Recreation & Culture Commission Arts and Culture Grants Review", dated September 18, 2015
- C. Report to the Committee of the Whole, "New Arts Culture Grants Policy", dated October 16, 2015

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



The Corporation of the District of North Vancouver

COUNCIL POLICY

Title	ARTS AND CULTURE GRANTS
Section	

POLICY

This policy is in accordance with the *Local Government Act* and outlines the purpose, eligibility and evaluation criteria for review and allocation of Arts and Culture grants.

REASON FOR POLICY

This policy provides a framework for administration of a joint District of North Vancouver and City of North Vancouver Arts and Culture Grants Program.

AUTHORITY TO ACT

District of North Vancouver Council delegates authority to allocate funding in accordance with this policy to the North Vancouver Recreation & Culture Commission. The Commission will inform Council annually of the organizations funded, the services supported, the amount of funding approved and any other information deemed appropriate.

The Commission will establish and appoint a Grants Review Committee, an advisory body comprised of impartial and qualified individuals with appropriate experience and expertise in the arts as well as cultural and community-based practices. The Grants Review Committee will review all applications and provide recommendations to the North Vancouver Recreation & Culture Commission.

Changes to the policy require Council approval.

PURPOSE OF GRANTS

The District's Official Community Plan recognizes the value of arts and cultural organizations and activities in adding to the vibrancy of community life and celebrating North Vancouver's unique identity.

The District recognizes that financial investment in the arts and culture sectors through grants enables the production of quality arts and culture experiences, supports events and festivals and leverages additional funding from other sources.

GRANT ELIGIBILITY AND EVALUATION CRITERIA

1.0 Operating Assistance

Operating Assistance funding will be provided to support the operations, services and initiatives of eligible organizations with an established record for delivering quality arts and cultural programs and services. Funding is subject to the applicant maintaining a proven record of accountability; demonstrating the need for financial support to sustain the service; and to the availability of grant funds.

1.1 Eligibility

Organizations eligible to apply for Operating Assistance must:

- Be a registered not-for-profit or charitable organization whose primary purpose is to provide arts and cultural experiences in North Vancouver;
- Be located in North Vancouver, have a history of arts activity in North Vancouver for at least two (2) years prior to the application and conduct the majority of their work in North Vancouver; and
- Employ paid staff (full or part-time) through professional arts practices, exhibit sound and independent management structures, provide strong leadership, and offer either a year-round program or a full-season of arts programming.

1.2 Criteria

Applications for Operating Assistance will be assessed using the following criteria:

- Demonstrated need for and intended outcomes of services
- Alignment with Official Community Plans of the District and City of North Vancouver
- Artistic merit
- Leadership within the arts community
- Level of service, including number of people served
- Quality of organizational management
- Evidence of financial need
- Evidence of funding from other sources
- Level of volunteer involvement

- Evidence of community partners and support (financial or in kind)

1.3 Multi-Year Funding

On the recommendation of the Grants Review Committee, the Commission may approve grant awards of up to three (3) years.

2.0 **Program and Project Assistance**

Program and Project Assistance funding will be provided to assist eligible arts and culture organizations in serving North Vancouver residents through approved programs or projects subject to availability of grant funds.

2.1. Eligibility

In order to be eligible to apply for a Program and Project Assistance grant, organizations must:

- Be a registered not-for-profit or charitable organization whose primary purpose is to provide arts and cultural experiences;
- Have an established track record of delivering quality arts and cultural programs and services for a period of at least one (1) year prior to the application; and
- Conduct the programs or projects for which they are seeking support in North Vancouver, or must clearly demonstrate benefit of the proposed programs or projects to North Vancouver residents.

2.2 Criteria

Applications for Program and Project Assistance will be assessed using the following criteria:

- Demonstrated need for and intended outcomes of program/project
- Uniqueness of program (may complement but should not duplicate existing services)
- Artistic merit
- Creativity and innovation
- Alignment with Official Community Plans of the District and City of North Vancouver
- Level of service, including number of people served
- Ability to deliver the program or project
- Evidence of financial need

- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)

Priority will be given to:

- Programs or projects that foster the development of emerging arts and cultural practices, and
- Programs or projects targeted at underserved sections of the population.

2.3 Term Restrictions

As a general rule, groups seeking a Program and Project Assistance grant will be eligible to apply on an annual basis for the same program or project for a maximum of five (5) years.

On the recommendation of the Grants Review Committee, the Commission shall have the right to extend or terminate a program or project grant.

3.0 **Community Public Art Assistance**

Community Public Art Assistance grants are available to arts organizations and eligible community groups seeking to collaborate with an artist, or artists to engage the public in the creation of small to medium sized, permanent or temporary public art projects in North Vancouver.

3.1 Eligibility

Organizations eligible for Community Public Art Assistance include:

- Registered not for profit arts and culture organizations
- Charitable organizations
- Community service groups
- Community associations
- Business associations or business improvement associations
- Multi-cultural societies and ethno-cultural community groups
- Heritage associations and local historic societies
- Parent advisory councils
- Recognized community groups

3.2 Criteria

Applications for Community Public Art Assistance will be assessed using the following criteria:

- Proven experience of artist(s) with community art projects
- Quality of the proposed public art, including quality of materials and technical requirements
- Suitability of artistic practice to involve community participants
- Innovation and creativity
- Support from the broader community and/or target populations
- Demonstrated implementation plan, including budget and timeline

4.0 **Celebrations & Events Assistance**

Celebrations & Events Assistance grants support both small and large scale community events that foster community connectivity and contribute to North Vancouver residents' sense of belonging, identity and place.

4.1 Major Celebrations

Eligibility

Applicants for Major Celebrations Assistance must be a registered not-for-profit organization that has an established history of celebration/festival programming in North Vancouver for a period of at least one (1) year prior to submitting the application.

Criteria

Applications for Major Celebrations Assistance will be assessed using the following criteria:

- Quality of work presented or performed
- Programming innovation
- Past/projected attendance
- Demonstrated/projected outcomes
- Cultural tourism impact
- Alignment with Official Community Plans of the District and City of North Vancouver
- Ability to deliver the program or project
- Evidence of financial need
- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)

- Public accessibility

Multi-Year Funding

Returning applicants seeking support for a Major Celebration may be considered for multi-year funding.

4.2 Events Assistance

Eligibility

Applicants for Events Assistance grants must be based in North Vancouver and include:

- Registered not-for-profit arts and culture organizations
- Charitable organizations
- Community service organizations
- Community associations
- Business associations or business improvement associations
- Multi-cultural and ethno-cultural organizations
- Recognized community groups

Criteria

Applicants will be assessed based on the following criteria:

- Evidence of program mix
- Demonstrated need for event
- Demonstrated/projected outcomes
- Level of service, including number of people served
- Public accessibility
- Capacity to deliver the program or project
- Evidence of financial need for the grant
- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)

INELIGIBILITY

The Arts and Culture Grants Program does not fund:

- Municipal agencies, other branches of local government or activities that are directly supported by the municipality through other means;
- Individuals, businesses, commercial enterprises, political parties or political events;
- Schools, school boards, and post-secondary educational institutions, churches or religious organizations, events or activities;
- Fundraising projects or programs;
- Competitions or award ceremonies, parties, private or closed events;
- An organization for the purpose of funding other organizations;
- Endowment funds or capital costs (excluding public art);
- Debt retirement or retroactive funding.

ACKNOWLEDGEMENT OF SUPPORT

Grant recipients must publicly acknowledge assistance from the District of North Vancouver and City of North Vancouver on all promotional materials.

ACCOUNTABILITY AND REPORTING

- All grant recipients must provide all required information by the stated deadline in order for an application to be considered;
- All grant recipients, including organizations in receipt of multi-year funding, will be required to submit an annual or post-program report. Annual and post-program reports must meet stated deadlines, be complete and will be utilized in review of future applications;
- In the event that the funds are not used as described in the application, the full amount of the financial assistance may be required to be returned.
- When applying for funding assistance, or upon request, the applicant must supply a financial statement for the most recent fiscal year. Where financial statements are not available, the applicant will supply operating statements and budget reports that have been verified as correct by two (2) signing officers from the organization.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Committee of the Whole	Date: <u>September 24, 2015</u>
<input type="checkbox"/> Finance & Audit	Date: _____
<input type="checkbox"/> Advisory Oversight	Date: _____
<input type="checkbox"/> Other:	Date: _____

Attachment B



The District of North Vancouver REPORT TO COMMITTEE

September 18, 2015
File:

AUTHOR: John Rice, Cultural Services Officer, North Vancouver Recreation & Culture Commission

SUBJECT: NORTH VANCOUVER RECREATION & CULTURE COMMISSION ARTS AND CULTURE GRANTS REVIEW

RECOMMENDATIONS:

THAT the Committee of the Whole recommend to Council that:

1. Council adopt a single policy for arts and culture grants with the following grant funding categories: Operating Assistance, Program & Project Assistance, Community Public Art Assistance and Events & Celebrations Assistance;
2. Authority to approve grants in accordance with Council approved policy be delegated to the North Vancouver Recreation & Culture Commission; and that
3. Multi-year funding be provided where feasible to increase efficiency for grant recipients, staff, the Grants Review Committee and the Commission.

REASON FOR REPORT:

The recommendations in this report require approval by City and District Councils and a new grants policy will require adoption by both Councils. If Councils support the recommendation to delegate grant decision-making authority to the North Vancouver Recreation & Culture Commission (NVRC), the delegation Bylaw for the Commission will need to be amended.

BACKGROUND:

In 2008, the North Vancouver Office of Culture Affairs (the Arts Office) was mandated by the City and District of North Vancouver to administer all arts and culture grants. The grants are funded on a 50%-50% cost-share basis by the two municipalities. The current grant

**SUBJECT: NORTH VANCOUVER RECREATION & CULTURE COMMISSION ARTS
AND CULTURE GRANTS REVIEW**

September 18, 2015

Page 2

categories are outlined in Appendix A. In June 2014, through the consolidation of the Arts Office and the Recreation Commission, the NVRC assumed responsibility for arts and culture grants.

In 2013, a review of these grant programs was initiated to address a number of challenges. Ference, Weicker & Company was contracted to conduct a "Municipal Grants Policy and Program Review". The grants review included stakeholder input, a best-practices review and discussions between the Consultants and applicable staff. The Consultants presented early findings to both City and District Councils in April 2014. Completion of their final report was delayed in part by the consolidation of recreation and culture into the NVRC. Their final report was submitted to staff in December 2014.

Staff has considered the Consultants' findings and recommendations in the context of the new NVRC mandate and direction. This report provides recommendations from staff for changes relevant to the arts and culture grants policies and programs. The North Vancouver Recreation & Culture Commission endorsed these recommendations at their meeting on September 17, 2015.

DISCUSSION:

Municipal arts and culture grants support the impact that arts and culture organizations and initiatives have on the vibrancy of community life and preservation of North Vancouver's unique identity. Both District and City Official Community Plans include recognition of the role of arts and culture in creating the kind of communities in which residents wish to work, live and play.

The District and City of North Vancouver have been providing arts and culture grants since 1982; in 2000 the District established an events and festivals grant fund and the City did the same in 2003. While the grant programs have been relatively successful in achieving the intended benefits, the following issues were identified through the review process:

- Arts and culture grants are managed as one bi-municipal program but are governed by five separate policies, some District and some City. These policies have inconsistent and conflicting content.
- Grant policies and funding criteria are not aligned with the Official Community Plans.
- Authority to approve grants lies with the two Councils which compromises a joint grant program and exposes Councils to lobbying and criticism by applicants.
- Application and reporting procedures, especially for small grants, are too cumbersome and time consuming for applicants, reviewers and staff.
- Multi-year funding is desirable and provided by both the District and City for Community Grants but has not been applied in the arts and culture grant programs.

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AND CULTURE GRANTS REVIEW**

September 18, 2015

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The recommendations in this report address the above challenges. Staff propose the following recommendations and rationale:

- 1. Replace the existing policies with one policy for arts and culture grants, approved by both Councils and administered by the Commission. The policy language and grant criteria would be aligned with the relevant portions of the two Official Community Plans and the mandate of the NVRC.**

Rationale: There are currently five policies guiding the arts and culture grant program. These policies contain conflicting statements and create confusion for applicants and also for staff. There is a need for one policy that ties funding to District and City objectives and provides clear direction for decision-making and priority setting.

- 2. Authority to approve grants in accordance with Council approved policies be delegated to the NVRC. The NVRC would receive advice from a Commission appointed Grants Review Committee and would inform Councils annually on the allocation of grant funding.**

Rationale: At present, each Council considers and approves the grants as recommended by a grants jury. Members of the jury are invited by staff to participate on an intake-by-intake basis. The NVRC, an entity of the District and City and comprised of Council and citizen appointees from both municipalities plus a School Trustee, has proven to be a successful vehicle for the two municipalities to collaborate. Delegating grant approval authority to the Commission would create efficiencies and would eliminate the risk of the two Councils differing in their decisions regarding funding for a group or event. Many municipal Councils have successfully delegated grant decision-making authority to committees or commissions in order to ensure decisions are based on policy and to create some arms-length distance between the Councils and granting decisions.

As an arms-length, independent peer approach to grant application review is the preferred and standard approach in most municipalities; the Commission would establish and appoint representatives to a Grants Review Committee to provide advice on grant allocations. The Grants Review Committee would be advisory to the Commission, comprised of impartial and qualified individuals with experience and expertise in appropriate areas of arts, cultural and community-based practices.

- 3. Revise the grant categories into the following:**

- a. Operating Assistance:

This category is for not-for-profit arts and culture organizations that have an ongoing year-round presence in North Vancouver and have a proven track record for delivering quality arts and culture programs and services. Eligible organizations further the interests of artists, creators and/or arts organizations in North Vancouver and have stable administrative and artistic leadership. Organizations receiving operating assistance would be eligible to apply for one Program &

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Project Assistance grant per calendar year for a project outside of the scope of their normal operation.

b. Program & Project Assistance:

This category is to support the delivery of arts and culture programs and projects in North Vancouver or for the benefit of North Vancouver residents. Applicants must be not-for-profit arts and culture organizations that operate on a project or program basis or that do not qualify for operating assistance.

c. Community Public Art Assistance:

Community Public Art Assistance is available to community organizations collaborating with artists to engage the public in the creation of small to medium sized public art projects. This component of the public art program will be moved from Public Art to the Arts and Culture Grants Program in order to consolidate all arts related grant programs.

d. Events & Celebrations Assistance:

This category has two components: events and celebrations. The celebrations portion is to support major celebrations and festivals that have an arts and culture focus and have a significant impact on North Vancouver residents. The events portion is to support neighbourhood and community events that foster community connections and may or may not have an arts and culture focus.

4. Support the provision of multi-year funding where feasible to increase efficiency for grant recipients, staff, the Grants Review Committee and the Commission.

Rationale: At present, approximately 85% of grants awarded go to organizations that have historically been funded every year. The amount of time required for applicants to apply and report annually, and for volunteers and staff to assess applications is onerous and unnecessary.

Multi-year funding (up to a maximum of three years), as provided through the existing core funding policies of both the District and the City, would provide stability to organizations eligible for Operating Assistance and for established Celebrations. Organizations in receipt of multi-year funding would be required to report annually and would, if required, be subject to a change in their approved grant within the multi-year funding period.

Two other recommendations were proposed by the Consultants and supported by staff for implementation. The first is that the application and follow-up reporting requirements need to be simplified. Staff will revise the requirements in an effort to reduce duplication of information while still ensuring accountability for funding. Best practices from other grant providers have been identified through the review and will be implemented where possible.

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The second is regarding inclusion of a "sunset clause" to limit the number of years for which an organization can receive assistance. While there have been circumstances where applicants have requested or Councils have recommended funding for a limited number of years, the inclusion of a sunset clause is not recommended to be included as a hard and fast policy statement. However, more definitive eligibility criteria will be established for the Grants Review Committee and the Commission; including the need for the applicants to, within a reasonable time frame, reduce reliance on municipal funding for programs, projects, festivals and events. This will send a clear message to applicants within these grant categories that funding is to support initiation and development, and they are expected to become more self-sufficient over time.

The changes outlined in this report will not result in significant shifts in funding to established arts and culture organizations who are serving North Vancouver. Staff are preparing a policy for consideration by Councils and will formulate an implementation plan which includes advising the arts and culture community of the changes to the program and processes. The main changes are targeted to come into effect for the 2016 grant programs and the administrative changes will be phased in over the next year.

ANALYSIS:

Timing/Approval Process:

In order to implement the changes for the 2016 grant program, approval in direction is required by early November. The policy requires Council approval and is being drafted by staff in accordance with the recommendations for consideration by both Councils by early November.

Concurrence:

The Consultants, in preparing their recommendations, spoke with stakeholders in the arts and culture community, reviewed best practices in other municipalities and had numerous conversations with appropriate Commission, City and District staff.

The Commission is supportive of the recommended changes.

Financial Impacts:

The recommendations in this report do not have budget implications. The 2015 NVRC operating budget includes \$781,430 for arts and culture grants; \$390,715 from the City and \$390,715 from the District. The annual budgets for Community Public Art grants (approximately \$15,000 for the City and \$7,500 for the District) reside in the capital programs of the City and District and would likely be incorporated into the NVRC budget.

Additional municipal support to arts and culture groups comes in two forms: approximately \$130,000 in facility grants in lieu of rent of municipal facilities (District portion \$20,000) and \$105,000 in permissive tax exemptions (District portion \$43,212).

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Conclusion:

A review of the existing Arts and Culture Grants Program was undertaken in 2014. Ference, Weicker & Company was hired to conduct a review and provide suggestions for change. Staff have considered the Consultant's report and have presented a set of recommendations appropriate for North Vancouver. The most significant changes are delegation of authority for decision-making to the Commission, slight changes to the funding categories, targeting only arts and culture organizations for Operating and Program & Project Assistance, provision of multi-year funding to eligible organizations, and simplified application and reporting requirements.

Respectfully submitted,

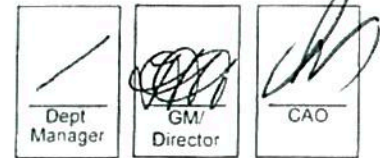


John Rice
Cultural Services Officer

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

AGENDA INFORMATION	
<input type="checkbox"/> Committee of the Whole	Date: _____
<input type="checkbox"/> Finance & Audit	Date: _____
<input type="checkbox"/> Advisory Oversight	Date: _____
<input type="checkbox"/> Other:	Date: _____

Attachment C



The District of North Vancouver REPORT TO COMMITTEE

October 16, 2015

File:

AUTHOR: John Rice, Cultural Services Officer
North Vancouver Recreation & Culture Commission

SUBJECT: NEW ARTS AND CULTURE GRANTS POLICY

RECOMMENDATION:

THAT the Committee of the Whole recommend to Council that:

1. Council adopt the Arts and Culture Grants policy as attached; and that
2. The North Vancouver Recreation & Culture Commission Bylaw be amended to delegate granting authority to the Commission

REASON FOR REPORT:

The new Arts and Culture Grants policy requires approval and adoption by both District of North Vancouver and City of North Vancouver Councils.

BACKGROUND:

At its meeting of September 28, 2015 District Committee of the Whole considered a report outlining a series of recommendations and directions for the new policy as follows:

THAT a single policy for arts and culture grants be adopted with the following grant funding categories: Operating Assistance, Program & Project Assistance, Community Public Art Assistance and Events & Celebrations Assistance;

THAT authority to approve grants in accordance with Council approved policy be delegated to the North Vancouver Recreation & Culture Commission;

AND THAT multi-year funding be provided where feasible to increase efficiency for grant recipients, staff, the Grants Review Committee and the Commission.

The new Arts and Culture Grants policy has been drafted in accordance with the above and also reflects direction received from the Committee of the Whole at that meeting.

DISCUSSION:

Key elements of the new Arts and Culture Grants policy are:

- One comprehensive and consistent policy replaces the current mix of five separate and often conflicting policies;
- Language has been developed that aligns funding criteria with appropriate policy direction in the Official Community Plans;
- Authority to approve grants is delegated to the North Vancouver Recreation & Culture Commission. Delegation of authority to the Commission creates efficiencies in the administration of grants; excludes the risk of the two Councils differing in their decisions; and eliminates Councils' exposure to lobbying and criticism by applicants;
- Establishment of a Commission appointed Grants Review Committee, comprised of impartial and qualified individuals with experience and expertise in appropriate areas of arts, cultural and community-based practices and in accordance with recognized best practises;
- Introduction of multi-year funding in targeted and appropriate areas of the program supports the arts community in their planning and generates efficiencies in grants administration;
- Incorporates more definitive eligibility and evaluation criteria, requiring applicants to reduce reliance on municipal funding for programs, projects and festivals while still supporting innovation and development.

Staff are preparing for implementation of the new policy, including advising the arts and culture community of the changes to the program and processes. The main changes are targeted to come into effect for the 2016 grant programs and the administrative changes will be phased in over the next year.

ANALYSIS:

Timing/Approval Process:

In order to implement the changes for the 2016 grant programs, adoption of the policy is required by early November.

SUBJECT: NEW ARTS AND CULTURE GRANTS POLICY

October 16, 2015

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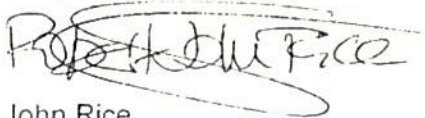
Concurrence:

The policy will also require adoption by City of North Vancouver Council.

Financial Impacts:

Adoption of the new Arts and Culture Grants policy has no budget implications. The annual funding request for grants will be part of the submission from the North Vancouver Recreation & Culture Commission to both Councils.

Respectfully submitted,



John Rice
Cultural Services Officer

ATTACHMENT: Draft Arts and Culture Grants City Council Policy

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



The Corporation of the District of North Vancouver

COUNCIL POLICY

Title	ARTS AND CULTURE GRANTS
Section	

POLICY

This policy is in accordance with the *Local Government Act* and outlines the purpose, eligibility and evaluation criteria for review and allocation of Arts and Culture grants.

REASON FOR POLICY

This policy provides a framework for administration of a joint District of North Vancouver and City of North Vancouver Arts and Culture Grants Program.

AUTHORITY TO ACT

District of North Vancouver Council delegates authority to allocate funding in accordance with this policy to the North Vancouver Recreation & Culture Commission. The Commission will inform Council annually of the organizations funded, the services supported, the amount of funding approved and any other information deemed appropriate.

The Commission will establish and appoint a Grants Review Committee, an advisory body comprised of impartial and qualified individuals with appropriate experience and expertise in the arts as well as cultural and community-based practices. The Grants Review Committee will review all applications and provide recommendations to the North Vancouver Recreation & Culture Commission.

Changes to the policy require Council approval.

PURPOSE OF GRANTS

The District's Official Community Plan recognizes the value of arts and cultural organizations and activities in adding to the vibrancy of community life and celebrating North Vancouver's unique identity.

The District recognizes that financial investment in the arts and culture sectors through grants enables the production of quality arts and culture experiences, supports events and festivals and leverages additional funding from other sources.

GRANT ELIGIBILITY AND EVALUATION CRITERIA

1.0 Operating Assistance

Operating Assistance funding will be provided to eligible organizations with an established record for delivering quality arts and cultural programs and services. Funding is subject to the applicant maintaining a proven record of accountability; demonstrating the need for financial support to sustain the service; and to the availability of grant funds.

1.1 Eligibility

Organizations eligible to apply for Operating Assistance must:

- Be a registered not-for-profit or charitable organization whose primary purpose is to provide arts and cultural experiences in North Vancouver;
- Be located in North Vancouver, have a history of arts activity in North Vancouver for at least two (2) years prior to the application and conduct the majority of their work in North Vancouver; and
- Employ paid staff (full or part-time) through professional arts practices, exhibit sound and independent management structures, provide strong leadership, and offer either a year-round program or a full-season of arts programming.

1.2 Criteria

Applications for Operating Assistance will be assessed using the following criteria:

- Demonstrated need for and intended outcomes of services
- Alignment with Official Community Plans of the District and City of North Vancouver
- Artistic merit
- Leadership within the arts community
- Level of service, including number of people served
- Quality of organizational management
- Evidence of financial need
- Evidence of funding from other sources
- Level of volunteer involvement

- Evidence of community partners and support (financial or in kind)

1.3 Multi-Year Funding

On the recommendation of the Grants Review Committee, the Commission may approve grant awards of up to three (3) years.

1.4 Number of Grants

Applicants receiving an Operating Assistance Grant may also request a maximum of one (1) grant per calendar year through either the "Program and Project Assistance" or "Community Public Art Assistance" categories, provided that the program or projects are outside the normal scope or capacity of the applicant's operations.

2.0 **Program and Project Assistance**

Program and Project Assistance funding will be provided to assist eligible arts and culture organizations in serving North Vancouver residents through approved programs or projects subject to availability of grant funds.

2.1. Eligibility

In order to be eligible to apply for a Program and Project Assistance grant, organizations must:

- Be a registered not-for-profit or charitable organization whose primary purpose is to provide arts and cultural experiences;
- Have an established track record of delivering quality arts and cultural programs and services for a period of at least one (1) year prior to the application; and
- Conduct the programs or projects for which they are seeking support in North Vancouver, or must clearly demonstrate benefit of the proposed programs or projects to North Vancouver residents.

2.2 Criteria

Applications for Program and Project Assistance will be assessed using the following criteria:

- Demonstrated need for and intended outcomes of program/project
- Uniqueness of program (may complement but should not duplicate existing services)
- Artistic merit

- Creativity and innovation
- Alignment with Official Community Plans of the District and City of North Vancouver
- Level of service, including number of people served
- Ability to deliver the program or project
- Evidence of financial need
- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)

Priority will be given to:

- Programs or projects that foster the development of emerging arts and cultural practices, and
- Programs or projects targeted at underserved sections of the population.

2.3 Term Restrictions

As a general rule, groups seeking a Program and Project Assistance grant will be eligible to apply on an annual basis for the same program or project for a maximum of five (5) years.

On the recommendation of the Grants Review Committee, the Commission shall have the right to extend or terminate a program or project grant.

3.0 **Community Public Art Assistance**

Community Public Art Assistance grants are available to arts organizations and eligible community groups seeking to collaborate with an artist, or artists to engage the public in the creation of small to medium sized, permanent or temporary public art projects in North Vancouver.

3.1 Eligibility

Organizations eligible for Community Public Art Assistance include:

- Registered not for profit arts and culture organizations
- Charitable organizations
- Community service groups
- Community associations
- Business associations or business improvement associations
- Multi-cultural societies and ethno-cultural community groups
- Heritage associations and local historic societies

- Parent advisory councils
- Recognized community groups

3.2 Criteria

Applications for Community Public Art Assistance will be assessed using the following criteria:

- Proven experience of artist(s) with community art projects
- Quality of the proposed public art, including quality of materials and technical requirements
- Suitability of artistic practice to involve community participants
- Innovation and creativity
- Support from the broader community and/or target populations
- Demonstrated implementation plan, including budget and timeline

4.0 **Celebrations & Events Assistance**

Celebrations & Events Assistance grants support both small and large scale community events that foster community connectivity and contribute to North Vancouver residents' sense of belonging, identity and place.

4.1 Major Celebrations

Eligibility

Applicants for Major Celebrations Assistance must be a registered not-for-profit organization that has an established history of celebration/festival programming in North Vancouver for a period of at least one (1) year prior to submitting the application.

Criteria

Applications for Major Celebrations Assistance will be assessed using the following criteria:

- Quality of work presented or performed
- Programming innovation
- Past/projected attendance
- Demonstrated/projected outcomes
- Cultural tourism impact
- Alignment with Official Community Plans of the District and City of North Vancouver
- Ability to deliver the program or project
- Evidence of financial need

- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)
- Public accessibility

Multi-Year Funding

Returning applicants seeking support for a Major Celebration may be considered for multi-year funding.

4.2 Events Assistance

Eligibility

Applicants for Events Assistance grants must be based in North Vancouver and include:

- Registered not-for-profit arts and culture organizations
- Charitable organizations
- Community service organizations
- Community associations
- Business associations or business improvement associations
- Multi-cultural and ethno-cultural organizations
- Recognized community groups

Criteria

Applicants will be assessed based on the following criteria:

- Evidence of program mix
- Demonstrated need for event
- Demonstrated/projected outcomes
- Level of service, including number of people served
- Public accessibility
- Capacity to deliver the program or project
- Evidence of financial need for the grant
- Evidence of funding from other sources
- Level of volunteer involvement
- Evidence of community partners and support (financial or in kind)

INELIGIBILITY

The Arts and Culture Grants Program does not fund:

- Municipal agencies, other branches of local government or the activities of not-for-profit organizations that are supported by the municipality through other means;
- Individuals, businesses, commercial enterprises, political parties or political events;
- Educational organizations, churches or religious organizations, events or activities;
- Fundraising projects or programs;
- Competitions or award ceremonies, parties, private or closed events;
- Agencies that are funding other organizations;
- Endowment funds or capital costs (excluding public art);
- Debt retirement or retroactive funding.

ACKNOWLEDGEMENT OF SUPPORT

Grant recipients must publicly acknowledge assistance from the District of North Vancouver and City of North Vancouver on all promotional materials.

ACCOUNTABILITY AND REPORTING

- All grant recipients must provide all required information by the stated deadline in order for an application to be considered;
- All grant recipients, including organizations in receipt of multi-year funding, will be required to submit an annual or post-program report. Annual and post-program reports must meet stated deadlines, be complete and will be utilized in review of future applications;
- In the event that the funds are not used as described in the application, the full amount of the financial assistance may be required to be returned.
- When applying for funding assistance, or upon request, the applicant must supply a financial statement for the most recent fiscal year. Where financial statements are not available, the applicant will supply operating statements and budget reports that have been verified as correct by two (2) signing officers from the organization.

Appendix A

2015 Arts and Culture Grants Funding Categories

In 2015 the total level of support for arts and culture as well as events and festivals grants administered by the NVRC was budgeted at \$781,430. This amount breaks down as follows:

- Core Funding: \$516,430

Core Funding supports four major non-profit organizations that manage, operate or program municipally owned or leased facilities and that play a unique, strategic role in contributing to the municipalities' social, economic and community development objectives through arts activities. Core Funding is administered under two separate policies, one at the City and the other at the District. While the broader objectives of the two policies are similar, many of the actual policy mechanisms are very different.

- Arts Assistance Grants: \$150,000

Arts Assistance Grants support 20–30 eligible not-for-profit organizations annually through a mix of operating and project grants. This program is guided by one single bi-municipal policy adopted by both City and District Councils. However, the policy was developed by and designed to be administered by the now defunct Arts Commission and requires significant updates.

- Events and Festivals Grants: \$115,000

Typically, Events and Festival Grants support 15–20 community events and festivals through project grants of different sizes. Events and Festivals Grants are guided by separate policies at the City and District Councils.

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