

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, December 7, 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



NORTH VANCOUVER  
DISTRICT

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## REGULAR MEETING OF COUNCIL

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

### AGENDA

#### BROADCAST OF MEETING

- Broadcast on Shaw channel 4 at 9:00 a.m. Saturday
- Online at [www.dnv.org](http://www.dnv.org)

#### CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 7984 – Rezoning 3568-3572 Mt. Seymour Parkway
- Bylaw 8122 – Rezoning 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive
- Bylaw 8138 – Rezoning 756 and 778 Forsman Avenue
- Bylaw 8149 – Rezoning 115 and 123 West Queens Road

#### 1. ADOPTION OF THE AGENDA

##### 1.1. December 7, 2015 Regular Meeting Agenda

*Recommendation:*

THAT the agenda for the December 7, 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

**3.1. A Day for Our Common Future – December 11, 2015** **p. 11**

#### 4. RECOGNITIONS

#### 5. DELEGATIONS

**5.1. Gary Ansell, Kevin Lee and Joe McGuinness, Harvest Project** **p. 15-16**  
Re: Impact to Outcomes – Helping Families in Need on the North Shore

**6. ADOPTION OF MINUTES**

**6.1. November 16, 2015 Regular Council Meeting** **p. 19-24**

*Recommendation:*

THAT the minutes of the November 16, 2015 Regular Council meeting be adopted.

**6.2. November 17, 2015 Public Hearing** **p. 25-28**

*Recommendation:*

THAT the minutes of the November 17, 2015 Public Hearing be received.

**7. RELEASE OF CLOSED MEETING DECISIONS**

**8. COUNCIL WORKSHOP REPORT**

**9. REPORTS FROM COUNCIL OR STAFF**

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

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

*Recommendation:*

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

**9.1. 2016 Utility Rate Bylaws** **p. 31-34**

File No. 05.1715.20/020.000

**9.1.1. Bylaw 8151: Sewer and Drainage User Charges and Connection Fees - 2016** **p. 35-45**

File No. 05.1700.01/000.000

*Recommendation:*

THAT "Sewer Bylaw 6656, 1994, Amendment Bylaw 8151, 2015 (Amendment 26)" is given FIRST, SECOND and THIRD Readings.

**9.1.2. Bylaw 8152: Water User Charges and Water Connection Fees - 2016** **p. 47-57**

File No. 05.1700.01/000.000

*Recommendation:*

THAT "Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8152, 2015 (Amendment 60)" is given FIRST, SECOND and THIRD Readings.

- 9.1.3. Bylaw 8153: Solid Waste Collection and Recycling Service Fees - 2016** **p. 59-63**  
File No. 05.1700.2015

*Recommendation:*

THAT "Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8153, 2015 (Amendment 12)" is given FIRST, SECOND and THIRD Readings.

- 9.2. Bylaw 8143: Annual Review of Fees and Charges 2016** **p. 65-105**  
File No. 05.1930.01/000.000

*Recommendation:*

THAT "District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8143, 2015 (Amendment 48)" is given FIRST, SECOND and THIRD Readings.

- 9.3. Bylaw 8155: Development Cost Charge Rate CPI Adjustment** **p. 107-112**  
File No. 05.1930.01/000.000

*Recommendation:*

THAT "Development Cost Charges Bylaw 7135, 2000, Amendment Bylaw 8155, 2015 (Amendment 5)" is given FIRST, SECOND and THIRD Readings;

AND THAT the Municipal Clerk be directed to file a copy of Bylaw 8155 with the Inspector of Municipalities following adoption.

- 9.4. Bylaw 8154: Street and Traffic Fines, Discount and Penalty Structure and Housekeeping Amendments to the Bylaw Notice Enforcement Bylaw** **p. 113-138**  
File No. 09.3900.01/000.000

*Recommendation:*

THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8154, 2015 (Amendment 27)" is given FIRST, SECOND and THIRD Readings.

- 9.5. 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments** **p. 139-143**  
File No. 01.0115.30/002.000

*Recommendation:*

THAT the 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments are approved.

- 9.6. Interim Funding for Selected Agencies for 2016** **p. 145-161**  
File No. 05.1930

*Recommendation:*

THAT the following core funded organizations receive interim funding totalling \$307,625 in January 2016, which is equivalent to one half of the proposed 2016 Operating Grant and distributed as follows:

Capilano Community Services Society	\$58,095
North Shore Neighbourhood House	\$56,285
Boys' and Girls' Club of Greater Vancouver (Norvan)	\$13,349
Parkgate Community Services Society	\$101,490
Silver Harbour Centre Society	\$55,865
Lynn Valley Services Society (Mollie Nye House)	\$22,542
<b>TOTAL:</b>	<b>\$307,625</b>

THAT the balance of the 2016 operating grant be paid in June following approval of the budget;

AND THAT if any increases requested by the above agencies are approved by Council as part of the 2016 budget process, that these increases are reflected in the final payment provided to each agency in the final disbursement.

**9.7. Development Variance Permit 37.15 – 854 Shakespeare Avenue p. 163-172**  
File No. 08.3060.20/037.15

*Recommendation:*

THAT Development Variance Permit 37.15, to allow for a coach house in the rear yard of the property at 854 Shakespeare Avenue, is ISSUED.

**9.8. Bylaws 8122 and 8123: 3260 Edgemont Boulevard, 3230 p. 173-296**  
**Connaught Crescent and 1055-1073 Ridgewood Drive**  
**(Grosvenor – Edgemont Village BT Limited)**  
File No. 08.3060.20/054.14

*Recommendation:*

THAT "The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)" is ADOPTED as amended.

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont Boulevard, 3230 Connaught Crescent, and 1055-1073 Ridgewood Drive)" is ADOPTED.

**9.9. Development Permit 54.14: 3260 Edgemont Boulevard, 3230 p. 297-353**  
**Connaught Crescent and 1055-1073 Ridgewood Drive**  
**(Grosvenor – Edgemont Village BT Limited)**  
File No. 08.3060.20/054.14

*Recommendation:*

THAT Development Permit 54.14, for a mixed commercial and 82 unit multi-family project at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive, is ISSUED.

**9.10. Request for Variance to Noise Regulation Bylaw 7188 p. 355-357**  
File No. 16.8620.01/016.000

*Recommendation:*

THAT Council relax the provision of Noise Regulation Bylaw 7188, which regulates construction noise during the night, for Horizon working on behalf of TELUS to install

fibre optic cable from 3198 Dollarton Highway to 200 metres west of Raven Woods Drive for one night of construction during the week of December 8-11, 2015.

**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 December 7, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

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## PROCLAMATIONS

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## PROCLAMATION

### “A Day for Our Common Future” (December 11, 2015)

- WHEREAS:** Our long-term economic, social, ecological and cultural goals form the four pillars of sustainable development; and
- WHEREAS:** Sustainable development is defined as, “Development that meets the needs of the present without compromising the ability of future generations to meet their own needs; and
- WHEREAS:** Recent reports warn that adverse effects of climate change are likely to undermine sustainable, and all development efforts and goals – recommending increased support for adaptation, mitigation, inclusive green growth and climate-smart development; and
- WHEREAS:** A healthy approach to sustainable development will find ways to bring a balanced growth that meets economic, social, environmental and cultural goals for everyone’s benefit.
- NOW THEREFORE, I** Richard Walton, Mayor of the District of North Vancouver, do hereby proclaim the **December 11, 2015** as “A Day for Our Common Future” in the District of North Vancouver.

Richard Walton  
MAYOR

Dated at North Vancouver, BC  
This 7<sup>th</sup> day of December 2015

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## DELEGATIONS

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## Delegation to Council Request Form

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

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

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

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

Name of group wishing to appear before Council: Harvest Project

Title of Presentation: Impact to Outcomes - Helping Families in Need on the North Shore

Name of person(s) to make presentation: Gary Ansell, Kevin Lee, Joe McGuinness

Purpose of Presentation:

☒ Information only

☐ Requesting a letter of support

☐ Other (provide details below)

Please describe:

Attach separate sheet if additional space is required

Presenting an update report on Harvest Project and the activities it has accomplish in helping families in need on the north shore. Success stories and financial statistics will support the direct impact that has been made here in our community.

Contact person (if different than above): Joe McGuinness

Daytime telephone number: 604.983.9400 Ext. 314

Email address: joem@harvestproject.org

Will you be providing supporting documentation? ☒ Yes ☐ No

If yes:

☒ Handout ☒ DVD

☐ PowerPoint presentation

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

Presentation requirements:

☐ Laptop ☐ Tripod for posterboard

☒ Multimedia projector ☐ Flipchart

☐ Overhead projector

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

## Delegation to Council Request Form

### Rules for Delegations:

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

### Helpful Suggestions:

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

I understand and agree to these rules for delegations

Joe McGuinness

Name of Delegate or Representative of Group

October 5, 2015

Date


Signature

### For Office Use Only

Approved by:

Municipal Clerk

Deputy Municipal Clerk

✓ 

Appearance date:

Receipt emailed on:

December 7, 2015  
October 9, 2015

Rejected by:

Mayor

CAO

\_\_\_\_\_  
\_\_\_\_\_

Applicant informed on:

Applicant informed by:

\_\_\_\_\_  
\_\_\_\_\_

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

## MINUTES

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

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:04 p.m. on Monday, November 16, 2015 in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

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

**Absent:** Mayor R. Walton

**Staff:** Mr. D. Stuart, Chief Administrative Officer  
Mr. B. Bydwell, General Manager – Planning, Properties & Permits  
Ms. C. Grant, General Manager – Corporate Services  
Mr. G. Joyce, General Manager – Engineering, Parks & Facilities  
Mr. A. Wardell, Acting General Manager – Finance & Technology  
Mr. D. Milburn, Deputy General Manager – Planning & Permits  
Ms. H. Turner, Director of Recreation & Culture  
Mr. R. Danyluk, Manager – Financial Planning  
Mr. J. Gordon, Manager – Administrative Services  
Ms. L. June, Manager – Community Recreation Services  
Mr. R. Malcolm, Manager – Real Estate and Properties  
Ms. J. Paton, Manager – Development Planning  
Ms. T. Smith, Project Manager – External Projects  
Ms. C. Archer, Confidential Council Clerk

**Also in**

**Attendance:** Mr. S. Billington, Metro Vancouver  
Mr. G. Oljaca, Metro Vancouver

**1. ADOPTION OF THE AGENDA**

**1.1. November 16, 2015 Regular Meeting Agenda**

**MOVED by Councillor MURI**

**SECONDED by Councillor BOND**

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.

**CARRIED**

## **2. PUBLIC INPUT**

### **2.1. Mr. John Sharpe, 1100 Block East 29<sup>th</sup> Street:**

- Commented on Council meeting videos.

### **2.2. Mr. Hazen Colbert, 1100 Block East 27<sup>th</sup> Street:**

- Commented on the Inappropriate, Offensive, Misleading, Harassing or Threatening Correspondence to Members of Council or Staff Policy; and,
- Opined that the policy does not comply with the Community Charter.

## **3. PROCLAMATIONS**

Nil

## **4. RECOGNITIONS**

Nil

## **5. DELEGATIONS**

Nil

## **6. ADOPTION OF MINUTES**

Nil

## **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**

THAT the Council policy on Inappropriate, Offensive, Misleading, Harassing or Threatening Correspondence to Members of Council or Staff be approved.

#### **Public Input:**

##### **Mr. Corrie Kost, 2800 Block Colwood Drive:**

- Expressed concern about the application of the policy; and,
- Recommended Council solicit additional public input.

## **8. COMMITTEE OF THE WHOLE REPORT**

### **8.1. November 9, 2015 Committee of the Whole**

#### **8.1.1 Mountain Highway Interchange**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MURI**

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.

**CARRIED**

## **9. REPORTS FROM COUNCIL OR STAFF**

### **9.1. Reconsideration of Remedial Action Requirement - 1873 West 15<sup>th</sup> Street** File No. 01.0115.30/002.000

This item was withdrawn from the agenda.

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

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor HICKS**

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.

**CARRIED**

Opposed: Councillor MURI

### **9.3. Development Permit 39.14 – 3730-3736 Edgemont Blvd. 7 Unit Townhouse** File No. 08.3060.20/039.14

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor HICKS**

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.

**CARRIED**

**9.4. 2015-2019 Consolidated Financial Plan – Bylaw Amendment #1**

File No. 05.1780/Financial Plan Process/2015

**MOVED by Councillor HICKS**

**SECONDED by Councillor BASSAM**

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

**CARRIED**

**9.5. Request for Noise Bylaw Variance – Capilano Main No. 9 (Phase 2) Construction**

File No. 11.5210.01/000.000

**MOVED by Councillor HICKS**

**SECONDED by Councillor BASSAM**

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 am  
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.

**CARRIED**

**9.6. Amendments to the Proposed Arts and Culture Grants Policy**

File No.

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

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.

**CARRIED**

Opposed: Councillor BASSAM

## **10. REPORTS**

### **10.1. Mayor**

Nil

### **10.2. Chief Administrative Officer**

Nil

### **10.3. Councillors**

Councillor Hicks reported on his attendance at the Remembrance Day ceremonies in Lynn Valley and commended the Lynn Valley Legion for their efforts in producing the event.

Councillor Bassam reported on:

- His attendance at the Remembrance Day ceremonies in Lynn Valley, noting that Councillor Bond laid a wreath on behalf of the District of North Vancouver Fire Department, who had been called out on an emergency;
- His attendance at the Lynn Valley Legion Open House on Remembrance Day; and,
- Commended the Lynn Valley Legion for their efforts in producing the events.

Councillor Muri reported on:

- Her attendance at the Remembrance Day ceremonies at Cates Park in Deep Cove;
- Commended the Burrard Yacht Club for their efforts in producing the event; and,
- Her attendance at North Shore Emergency Management's *Operation Windshield* earthquake preparedness exercise on November 16, 2015.

### **10.4. Metro Vancouver Committee Appointees**

Nil

## **11. ANY OTHER BUSINESS**

Nil

**12. ADJOURNMENT**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

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

**CARRIED**  
(7:57 pm)

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Mayor

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Municipal Clerk

## 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, November 17, 2015 commencing at 7:00 p.m.

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

**Absent:** Mayor R. Walton  
Councillor L. Muri

**Staff:** Mr. D. Milburn, Deputy General Manager, Planning & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Ms. C. Peters, Planner  
Ms. S. Dale, Confidential Council Clerk

### The District of North Vancouver Rezoning Bylaw 1334 (Bylaw 8138)

*Purpose of Bylaw:*

Bylaw 8138 proposes to amend the District's Zoning Bylaw to create a new Comprehensive Development Zone 91 (CD91) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD91) to allow the development of a nine unit townhouse project.

#### 1. OPENING BY THE MAYOR

Acting Mayor MacKay-Dunn 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 Acting Mayor MacKay-Dunn'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; and,

- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated that:

- 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.

## **2. INTRODUCTION OF BYLAW BY CLERK**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaw stating that Bylaw 8138 proposes to amend the District's Zoning Bylaw to create a new Comprehensive Development Zone 91 (CD91) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD91) to allow the development of a nine unit townhouse project.

## **3. PRESENTATION BY STAFF**

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

Ms. Peters advised that:

- The site consists of two single family lots on the east side of Forsman Avenue;
- Adjacent properties consist of single family lots to the west and south, Lynnmour Elementary School to the north, townhouses (under construction) to the east and the Trans-Canada Highway to the South;
- The Official Community Plan designates the surrounding single family properties as Residential Level 3: Attached Residential;
- The density of the proposal is 0.7 FSR with exclusions for parking, storage and balconies;
- The project consists of nine townhouses in three buildings;
- Two duplexes are sited adjacent to the driveway entrance and a five unit building are sited on the east side of the site;
- The townhouses are three storeys each with their own at grade parking garage;
- All units have three bedrooms on the upper level and range in size from 1,644 sq. ft. to 1,816 sq. ft., excluding the garages;
- The proposal includes two parking spaces per unit and the applicant has added two visitor spaces to the project;
- The District's Community Amenity Contribution Policy requires an amenity contribution of \$41,575;
- It is anticipated that the Community Amenity Contribution from this development will include contributions toward public art; park, trail, environmental, pedestrian or other



- public realm, infrastructure improvements; municipal recreation or social service facility or service/facility improvements; and/or the affordable housing fund;
- Compliance with the Green Building Strategy is mandatory with the project targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green “Gold” 2011;
- The developer will be required to provide a Construction Traffic Management plan as a condition of a Development Permit;
- The Construction Traffic Management plan must minimize construction impacts on pedestrian and vehicle movement and the plan is required to be approved by the District prior to issuance of a building permit; and,
- Particular attention will be paid to the impact on the adjacent Lynnmour School regarding pedestrian movement and student drop-off and pick-up.

#### 4. PRESENTATION BY APPLICANT

##### **Mr. Kanaris Demetre Lazos, Royal Columbia Development Corp:**

- Provided an overview of the proposed site plan and building design;
- Noted that two visitor spaces have been added and a covenant is required to secure these two spaces as visitor stalls;
- Commented that the proposed development will provide affordable housing;
- Opined that the proposed townhouses will enhance the character of the neighbourhood;
- Advised that the project will be built in accordance with the flood guidelines;
- Noted that Lynnmour School will be fenced to protect the children from construction;
- Stated that the townhouses to the east currently under construction will be complete before this project begins; and,
- Advised that the Community Amenity Contribution package will include road improvements.

##### **Mr. Gen Yada, Gen Yada Architect:**

- Commented that the proposed development will provide affordable housing;
- Provided an overview of the building design;
- Noted that the proposed development is in fitting with the character of the neighbourhood;
- Noted that all units have three bedrooms on the upper level and range in size from 1,644 sq. ft. to 1,816 sq. ft.; and,
- Commented on the spacious internal courtyard.

##### **Mr. Steve Wong, Landscape Architect:**

- Highlighted that the landscape design objectives include:
  - Sustainable landscape that reflects the character of the North Shore;
  - Refined urban streetscape along Forsman frontage including lighting and public art;
  - Meets development requirements of the flood hazard assessment report;
  - Enhanced storm water management; and,
  - Resident amenities include benches, tables, arbours and decorative pavers.

**5. REPRESENTATIONS FROM THE PUBLIC**

Nil

**5. QUESTIONS FROM COUNCIL**

In response to a question from Council regarding parking, staff advised that vehicle access to the site is off Forsman Avenue between the two front buildings and the proposal includes twenty parking stalls. The duplex units have two spaces per unit in a side by side arrangement. The five unit building proposes a one car garage with a second car space in a tandem arrangement in front of the garage. Two additional visitor spaces are proposed on either end of the five unit building. The proposal includes seven small car spaces (35%) and 13 standard car spaces (65%). The visitor spaces are both standard car spaces and each unit has one standard car space.

Council expressed concerns with tandem parking.

Staff advised that on-street parking adjacent to the proposed development is restricted during school hours as well as overnight from December to March to allow for snow removal.

In response to a question from Council regarding the Bicycle Master Plan, staff advised that a dedicated bike path along East Keith Road is proposed which would allow children to ride their bikes to Lynnmour School.

**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HANSON**

THAT the November 17, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1334 (Bylaw 8138)" be returned to Council for further consideration.

**CARRIED**  
(7:29 p.m.)

**CERTIFIED CORRECT:**

  
\_\_\_\_\_  
Confidential Council Clerk

## REPORTS

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Dept. Manager	Director	CAO
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## The District of North Vancouver REPORT TO COUNCIL

November 12, 2015

File: 05.1715.20/020.000

Tracking Number: RCA -

**AUTHOR:** Nicole Deveaux, Chief Financial Officer

**SUBJECT:** 2016 Utility Rate Bylaws

### REASON FOR REPORT:

This report is for information purposes. The proposed 2016 utility rates for Water, Sewer and Drainage and Recycling and Solid Waste represent a combined increase of 1.7% (rounded to the nearest tenth of a percent) for single family homes (compared to a 3% increase in 2015). This increase is in line with our expected rate of inflation for the year. While the proposed rate increases are consistent with Council's financial sustainability objectives, uncertainty regarding Metro Vancouver's ten-year capital plan continues to present a risk of significant future rate increases. Of concern is the fact the 2016 Metro utility rate increases are well below the rate increases previously estimated for the same period.

The 1.7% rate increase reflects inflationary pressures, an increase in capital and reserve contributions to address needed investments in culverts and to ensure reserves are sufficient to support long term asset management plans offset by reduced water consumption costs. The 2016 rates also include the introduction of standardized carts for garbage and organics collection which are funded by reserves.

In addition to the proposed rate increases, the prior year strategy of minor rate shifts to better align consumption with cost of service continues. For the fourth year in a row, secondary suites will benefit from a 0% increase in the sewer rate and half the proposed increase in the water rate. Other customer classes will also experience some minor rate adjustments.

### SUMMARY:

#### Rate Increases

The proposed utility bylaws for 2016 reflect rate increases of 2% for Water, 2% for Sewer and Drainage, and 0% for Recycling and Solid Waste. A summary of the 2016 combined

dollar impact on rate payers is included in Appendix A. In dollar terms, these percentage increases on a combined basis translate into a \$25.00 increase per single family home.

### Metro Vancouver

The practice of Metro providing five-year rate increases ceased in 2014 resulting in uncertainty regarding future rates. The table below shows Metro's single year rate increase for 2015 and 2016 along with their last five-year predictions provided in the fall of 2013. Metro Vancouver has further delayed providing rates for subsequent years pending the outcome of a comprehensive review of their ten-year capital plan. The results from this review are now anticipated next year along with the possibility of new information on senior government funding on major infrastructure projects.

	Rate Increases		Last Five-Year Table (provided in fall of 2013)				
	2015	2016	2014	2015	2016	2017	2018
Water rate	1.7%	1.9%	4.0%	8.1%	7.9%	8.6%	4.9%
Sewage levy	-0.1%	0.2%	6.9%	4.0%	5.0%	6.0%	6.5%
Garbage tipping fee	0.9%	-9.8%	0.9%	9.3%	20.3%	10.6%	0.0%
Organics tipping fee	0.0%	0.0%	0.0%	3.0%	3.0%	3.0%	3.0%

In 2015 Council chose to minimize the risk of potential rate spikes in future years by supporting a combined rate increase of 3.0% for single family homes. This approach to rate stabilization is put on hold in 2016 as reserve levels will reach \$18m and will be modestly above the recommended minimum level (industry best practice \$12m-\$37m) and impacts from future major capital projects are still undetermined. The strategy will be reassessed in 2017 as new information from Metro Vancouver is provided.

### Minor Rate Shifts

The Utility Rate Study showed evidence of misalignment between utility rates and cost of service. In 2013 Council approved minor shifts between classes as a step in the right direction and supported further analysis through a water meter pilot study. The following minor shifts continue the strategies endorsed in 2013 and remove the swimming pool class from the 2016 Utility Rate Bylaws:


1. Limit combined Secondary Suite rate increase to 0.5% (1% increase for Water and a 0% increase for Sewer).
2. Continue 10-year strategy to increase Rest Home bed rates by 16% for water and 26% for sewer per year and consider options for flow metering or higher flat rate as alternative.
3. Results from the water meter pilot study indicate that pool owners consume only 1% more than non-pool owners and therefore no new rate class is warranted at this time.



The net revenue changes resulting from these shifts are not material.

**CONCLUSION:**

The proposed combined 1.7% utility rate increase is consistent with the District's aim to manage its cost of service diligently while recognizing the need to provide a level of funding that is sufficient to meet its asset management plans. This approach is prudent but recognizes that the outcome of Metro Vancouver's ten-year capital plan exercise may result in significant adjustment to utility rates in the future.

*for*

Nicole Deveau,  
Chief Financial Officer

<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		

**SUBJECT: 2015 Utility Rates**

November 21, 2014

**APPENDIX A- COMBINED RATES**

	2015 Rates	2016 Rates	Change \$	Change %
<b>Flat Rates</b>				
Single Family (W,S,G,O,R)	\$ 1,516.70	\$ 1,541.70	\$ 25.00	1.7%
Row House/Duplex (W,S)	\$ 1,017.00	\$ 1,038.00	\$ 21.00	2.1%
Secondary Suites (W,S)	\$ 605.00	\$ 608.00	\$ 3.00	0.5%
Multifamily - Flat (W,S,R)	\$ 1,085.30	\$ 1,106.30	\$ 21.00	1.9%
Rest Home (per bed) (W,S)	\$ 246.00	\$ 302.00	\$ 56.00	22.8%
Commercial Flat (W,S)	\$ 1,207.00	\$ 1,232.00	\$ 25.00	2.1%
Church (W,S)	\$ 1,207.00	\$ 1,232.00	\$ 25.00	2.1%
<b>Metered rates</b>				
- Water Monthly Base Rate (incl. 1000 cu.ft.)	\$ 57.40	\$ 58.55	\$ 1.15	2.0%
- Water Volume Charge (per 100 cu.ft.)	\$ 3.55	\$ 3.62	\$ 0.07	2.0%
- Sewer Monthly Base Rate (incl. 1000 cu.ft.)	\$ 58.18	\$ 59.34	\$ 1.16	2.0%
- Sewer Volume Charge (per 100 cu.ft.)	\$ 5.96	\$ 6.08	\$ 0.12	2.0%

W = Water  
S = Sewer  
G = Garbage  
O = Organics  
R = Recycling



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## The Corporation of the District of North Vancouver

### REPORT TO COUNCIL

November 13, 2015  
File: 05.1700

**AUTHOR:** Shaun Carroll, P. Eng., Manager, Utilities

**SUBJECT: SEWER AND DRAINAGE USER CHARGES AND CONNECTION FEES – 2016  
BYLAW 8151**

#### RECOMMENDATION

THAT "Sewer Bylaw 6656, 1994, Amendment Bylaw 8151, 2015 (Amendment 26)" is given FIRST, SECOND, and THIRD Reading.

#### REASON FOR REPORT:

The sewer and drainage user charges and connection fees charged by the District are specified in Sewer Bylaw 6656. This report provides information and recommendations regarding proposed amendments for 2016.

#### SUMMARY:

The proposed rate increases are consistent with the comprehensive utility study conducted in 2012 and Council's objectives of maintaining the financial sustainability in the management of utility infrastructure.

The proposed charge for a single family residence in 2016 is \$589, an increase of 2% or \$12 over 2015. The increase is attributed to increased capital plan and inflationary drivers while maintaining the funding for reserves at required levels.

#### BACKGROUND:

The Sewer and Drainage Utility provides sewerage and drainage collection for the District of North Vancouver. User charges are the main source of funds for the Utility. The revenue from the user charges must be sufficient to cover Metro Vancouver flow-through charges, annual operating costs of the Utility, proposed capital works and maintain reserve funds at an acceptable level.

**EXISTING POLICY:**

The Sewer Utility operates as a self-sufficient financial entity with no debt financing. The 2012 utility (FCS) study indicated that industry best practices required reserve balances to be set at a minimum of \$5.1M - \$18M (2012\$), much higher than traditionally held. As a result, a multi-year reserve contribution started in 2013 and continues in 2016. The reserves are required to address, rate stabilization, capital contingency, and system reinvestment funding requirements.

**ANALYSIS:**

Estimated revenues and expenditures over the next five years are provided in Appendix A, "Sewer and Drainage Utility, 2016 – 2020 Draft Financial Plan".

**Part 1. Cost of Service**

The four major areas of expenditure that affect the outcome of the rate setting process are shown below, along with an explanation of changes for 2016. The combined impact from these changes requires an across-the-board rate increase of 2% to the majority of customer classifications.

1. Liquid Waste Charges (Metro Vancouver)

Metro Vancouver facilities and operations charges are levied to the North Shore municipalities for conveyance and treatment of sewage. The charges are comprised of operating/administration costs and capital debt charges. In 2016 Metro Vancouver charges will increase by 0.5% or \$40k for a total of \$8.9M and comprise 40% of the Sewer and Drainage Utility expenditures.

2. District Operations

Operations expenditures increase by \$795k to \$4.9M and comprise 22% of overall expenditures. The predicted increase in expenditures is primarily attributed to service connections costs and is wholly offset by service connection revenues. Increases are also attributed to inflationary drivers such as fuel and material and negotiated labour costs. Operations services and programs delivered include:

- Sanitary sewer main and service cleaning and maintenance
- Sanitary sewer lift station inspections, maintenance and repairs
- Storm sewer main and service cleaning and maintenance
- Drainage inlet/culvert cleaning and maintenance
- Administration & Contribution to the General Operating Fund

3. District Capital Programs

The 2016 contribution to the Sewer capital fund increases by \$1.6M to \$5.4M and is 25% of overall expenditures. The District's Sanitary and Drainage Asset Management Plans support assets with a total replacement value of over \$500M. This funding request supports the Asset Management Plans obligations. Works performed include planned asset remediation, replacement and upgrading for the following programs:

- Sanitary and Storm Sewer Inspection
- Sanitary Sewer Main and Lateral Remediation
- Sewage Lift Station Upgrading
- Inflow and Infiltration Reduction Program

- Storm Sewer Remediation and Upgrading
- Integrated Stormwater Management and Watercourse Works

4. Contribution to Reserves

The sewer and drainage reserve fund balance is projected at \$8.1M by year end and is modestly above the recommended minimum. Reserve contributions represent 13% of overall expenditures.

**Part 2. Rate Shifts**

In addition to the proposed rate increase of 2% driven by the changes detailed above, some rate shifts are recommended based on Council agreement to better align consumption with cost of service. Minor ongoing rate shifts outlined below continue through 2016.

Secondary Suites

The 2016 secondary suite rate is \$258 and is unchanged from 2015. This rate continues the FCS study recommendation aimed at bringing equity to this rate on a gradual basis over a 10 year period (first year 2013). The District is projected to have 4,204 secondary suite units at the end of 2015.

Rest Home Charge Realignment

The 2016 per bed rate is \$207.00, an increase of 26% but still significantly less than the estimated cost of service. Due to the substantial increase in rates recommended by the FCS study (430%), this rate class is being increased gradually over a 10 year period (first year 2013). DNV has 2 rest homes and a total of 284 beds.

**Timing/Approval Process:**

To apply the proposed rate increase to metered charges for the full year in 2016, it is necessary for Council to approve the bylaw amendments prior to January 1, 2016.

**Concurrence:**

This report has been reviewed by the Financial Planning and Engineering Services Departments.

**Financial Impacts:**

Cost of service impacts for 2016 result in a 2% across the board rate increase. The proposed charge for a single-family residence in 2016 is \$589, an increase of \$12 over 2015, less than last year's predicted increase of 3% or \$17 in 2015. Financial impacts for 2016 – 2020 are discussed below.

Liquid Waste Charges (Metro Vancouver)

The construction of a new secondary sewage treatment plant for the North Shore will likely result in significant sewage levy increases in future years. The Provincially approved 2010 Integrated Liquid Waste and Resource Management Plan (ILWRMP) mandates that the new treatment plant be constructed by 2020. The practice of Metro providing five year rate projections ceased in 2014 resulting in uncertainty regarding rates to North Shore Sewerage Area residents for 2017-2020. The sewage rate increases for these years is now shown at 5% and are based on historical data pending new information from Metro Vancouver.



**Liability/Risk:**

If the user charges are not amended the Utility will be forced to run an operating deficit and/or suffer service level reductions and/or deplete the accumulated sewer reserve. If the capital programs for sewer main remediation, sewage lift station upgrading, and renewal, inflow and infiltration reduction program, upgrading and installation of drainage works are not continued, the District will be exposed to an increasing risk of damage to District property and an increasing liability for private property damage, environmental damage, and service interruption.

**Social Policy Implications:**

Sewage and drainage collection and disposal are fundamental services which a community requires in order to ensure a high standard of public health and safety.

**Environmental Impact:**

Through planned maintenance and capital upgrading, the Utility protects its infrastructure and minimizes the chance of sewage spills into the environment.

**Public Input:**

Council provides an opportunity for public input through the bylaw adoption and budget process.

**Conclusion:**

By approving the revised sewer and drainage user charges and maintaining a prudent level of sewer reserves, Council will ensure that sufficient funding is available for the Utility to continue to be financially self-sufficient. Council's continued support of the FCS Study will promote equity for charges based on use, better align user sectors with industry standards, and provide rate stability in the future. Adequate funding is required to provide the programs necessary to maintain a high standard of public health and minimize risk of damage to property and the environment.



Shaun Carroll, P.Eng.  
Manager, Utilities

REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:
<input type="checkbox"/> Communications	<input checked="" type="checkbox"/> Finance	External Agencies:	Advisory Committees:
<input type="checkbox"/> Env. Protection	<input type="checkbox"/> Fire Services	<input type="checkbox"/> Recreation Commission	<input type="checkbox"/> _____
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Legislative Services	<input type="checkbox"/> Library Board	<input type="checkbox"/> _____
<input type="checkbox"/> Eng. Trans/Public Works	<input type="checkbox"/> Land	<input type="checkbox"/> Health Dept.	<input type="checkbox"/> _____
<input type="checkbox"/> Eng. Admin	<input type="checkbox"/> Building	<input type="checkbox"/> RCMP	
<input type="checkbox"/> Eng. Parks	<input type="checkbox"/> Community Planning	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Eng. Utilities			

(000's)	Final Budget 2013	Final Budget 2014	Final Budget 2015	Draft Budget 2016	PLAN			
					2017	2018	2019	2020
<b>Revenues</b>								
Flat Rate	13,175	14,056	15,003	15,420	15,728	16,042	16,363	16,850
Metered Rate	4,151	4,356	4,663	4,853	4,950	5,049	5,150	5,305
Connection Charges	1,214	938	962	1,696	1,728	1,761	1,794	1,827
Other Revenues	108	59	36	58	59	61	62	63
Contribution from Surplus	-	-	-	-	-	-	-	296
<b>Total Revenues</b>	<b>18,648</b>	<b>19,409</b>	<b>20,664</b>	<b>22,027</b>	<b>22,465</b>	<b>22,913</b>	<b>23,369</b>	<b>24,341</b>
<b>Expenditures</b>								
Liquid Waste Charges (Metro Vancouver)	8,374	8,930	8,865	8,905	9,350	9,818	10,309	10,824
District Operations								
Administration	429	437	450	457	465	474	482	491
Operations & Maintenance								
Sewer Maintenance	1,116	1,191	1,246	1,272	1,299	1,326	1,354	1,383
Drainage Maintenance	616	627	625	637	648	660	672	684
Connections	1,214	938	962	1,696	1,728	1,760	1,794	1,827
Contribution to General Operating Fund	750	764	779	795	811	827	843	860
	4,125	3,957	4,062	4,857	4,951	5,047	5,145	5,245
Contribution to Sewer & Drainage Capital Fund	6,030	6,137	3,809	5,418	5,829	6,871	7,170	7,694
Contribution to Sewer & Drainage Reserves	119	385	3,928	2,847	2,335	1,177	745	578
<b>Total Expenditures</b>	<b>18,648</b>	<b>19,409</b>	<b>20,664</b>	<b>22,027</b>	<b>22,465</b>	<b>22,913</b>	<b>23,369</b>	<b>24,341</b>
<b>SINGLE FAMILY RESIDENTIAL FLAT RATE</b>	<b>\$ 521</b>	<b>\$ 547</b>	<b>\$ 577</b>	<b>\$ 589</b>	<b>\$ 600</b>	<b>\$ 612</b>	<b>\$ 625</b>	<b>\$ 643</b>

# **The Corporation of the District of North Vancouver**

## **Bylaw 8151**

A bylaw to amend Sewer Bylaw 6656, 1994

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

### **1. Citation**

This bylaw may be cited as "Sewer Bylaw 6656, 1994, Amendment Bylaw 8151, 2015 (Amendment 26)".

### **2. Amendments**

2.1 Sewer Bylaw 6656, 1994 is amended as follows:

- a) Attachment 3, *Schedule of Installation Charges*, is deleted in its entirety and replaced with a new Attachment 3, *Schedule of Installation Charges*, as shown in Schedule 1 of this Bylaw; and,
- b) Attachment 4, *Sanitary Sewer and Drainage Charges and Fees*, is deleted in its entirety and replaced with a new Attachment 4, *Sanitary Sewer and Drainage Charges and Fees*, as shown in Schedule 2 of this Bylaw.

### **3. Effective Date**

The effective date of this bylaw is January 1, 2016.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule 1 to Bylaw 8151

### ATTACHMENT 3

SCHEDULE OF INSTALLATION CHARGES		
1. Service Capping Fees:		
• Storm		\$1,114.00
• Sanitary		\$1,114.00
2. Service Abandonment Fees:		
• Storm		\$2,500.00
• Sanitary		\$2,500.00
3. Cast Iron Inspection Chamber Covers (each):		\$220.00
4. Base Sewer Connection Charges consists of a service connection installation to main charge plus a service connection length charge.		
Service Connection Installation to Main Charge	0 - 2.0m DEEP	OVER 2.0m - 3.0m DEEP
1st Connection	\$2,142	\$2,754
2nd Connection	\$1,122	\$1,122
3rd Connection	\$1,122	\$1,122
Service Connection Length Charges	0 - 2.0m DEEP	OVER 2.0m - 3.0m DEEP
1st Connection	\$390/ meter	\$602/ meter
2nd Connection	\$194/ meter	\$235/ meter
3rd Connection	\$194/ meter	\$235/ meter
Manhole	\$5,626.00	\$538/ meter
5. Utility crossing charge (for each crossing/crossings required when laying the connection underneath other pipes or ducts):		\$600.00
6. Installation charges for storm or sanitary sewer connections:		
a) The "first connection" shall be the longest connection.		
b) "Second" connection, "third" connection, and "additional" connection rates shall only apply when these connections are installed in the same trench (standard width) as the "first" connection.		



c) Connection charges shall be based on the greater of the depths measured between the ground surface at the property line or the ground surface at the main and the design depth of the connection at those two locations.	
d) The charges for connections greater than 3 metres in depth (if deemed acceptable) or 300mm in diameter shall be estimated and charged on a site specific basis.	
e) The location of the connection at the sewer main shall be at a point along the main no further than the midpoint of the lot adjacent to the lot being connected. This location shall be determined by the intersection of the sewer main and a line drawn perpendicular to the adjacent lot line at its midpoint.	
f) The cost to replace any existing legal pin disturbed due to its proximity to the new connection shall be borne by the applicant.	
g) The cost for any rock work requiring blasting, drilling or splitting shall be in addition to the charges calculated in this schedule.	
h) BC Hydro charges for any work related to the connection installation shall be in addition to the charges calculated in this schedule.	
i) The cost to connect to a concrete encased sewer pipe shall be in addition to the charges calculated in this schedule.	
j) The cost of DNV staff required to complete an engineering design for a sewer connection shall be in addition to the charges calculated in this schedule.	
k) Charges will be applied based on the year of construction.	
<b>Example 1 (Connection less than 2m deep, 10m long, one utility crossing)</b>	
<b>1<sup>st</sup> Connection less than 2m deep, 10m long =</b> $\$2,142 + (10 \times \$390) + \$600 =$ <b>2<sup>nd</sup> Connection, less than 2m deep, 10m long =</b> $\$1,122 + (10 \times \$194) + \$600 =$ <b>3<sup>rd</sup> Connection, less than 2m deep, 7m long =</b> $\$1,122 + (7 \times \$194) + \$600 =$ <b>TOTAL</b>	 \$6,642  \$3,662  \$3,080  <b>\$13,384</b>
<b>Example 2 (Connection greater than 2m deep, 10m long, one utility crossing)</b>	
<b>1<sup>st</sup> Connection greater than 2m deep, 10m long =</b> $\$2,754 + (10 \times \$602) + \$600 =$ <b>2<sup>nd</sup> Connection, greater than 2m deep, 10m long =</b> $\$1,122 + (10 \times \$235) + \$600 =$ <b>3<sup>rd</sup> Connection, greater than 2m deep, 7m long =</b> $\$1,122 + (7 \times \$235) + \$600 =$ <b>TOTAL</b>	 \$9,374  \$4,072  \$3,367  <b>\$16,813</b>

## Schedule 2 to Bylaw 8151

### ATTACHMENT 4

#### SANITARY SEWER AND DRAINAGE CHARGES AND FEES

##### UNMETERED WATER SUPPLY

1. Where the water supply to a property is unmetered, an annual charge is imposed on the owner or occupier of the real property for the maintenance of the sanitary sewer and storm drainage systems according to the class of user as follows. All flat rate annual charges are due and payable at the same time and in the same manner as the general rates and taxes. If Secondary Suite charges are billed separately, they are due and payable within 30 days of invoice date.

The annual charge for premises serviced for less than one year shall be paid on a pro-rated basis to the date of capping subject to Section 16 or from the date of connection to the last date in December. The date of connection shall be determined as follows:

- for premises where a new sanitary sewer inspection chamber has been installed, the date of connection is the date on which District forces pull the inspection chamber plug
- for all other premises, the date of connection is the date of the final plumbing inspection for the first dwelling unit; for phased developments, the date of connection for each phase is the date of the final plumbing inspection for the first dwelling unit in that phase

Any property owner who is about to remove a Secondary Suite shall give written notice of same to the Chief Bylaw Officer; the annual charge therefore shall be paid on a pro-rated basis to the date of electrical inspection by the District Inspector confirming the removal of the suite.

Any property owner who installs a Secondary Suite will be charged the annual charge on a pro-rated basis from the date of the final plumbing inspection to the last date in December.

Any property owner with an additional unauthorized dwelling unit contained within a building of residential occupancy will be charged the annual charge for the calendar year upon confirmation of the additional unit.

All charges are for the calendar year.

SEWER AND DRAINAGE USER CHARGES & FEES - ANNUAL CHARGE	
A. FLAT RATE CHARGES	
USER	ANNUAL CHARGE
Single Family Residence	\$589.00
Row House/ Duplex	\$490.00
Secondary Suite	\$258.00
Multi-family	\$490.00
Rest Home per bedroom	\$207.00
Retail, office or service commercial premise	\$589.00
• With living quarters, an additional	\$490.00
Church	\$589.00

### **METERED PROPERTIES**

2. Where the water supply to a property is metered, or where the sewage discharge from a property is metered or otherwise measured under a GVS&DD Waste Discharge Permit, a charge, which is due and payable on or before the 20th day of the month in which the account is rendered, is imposed on the owner or occupier of the real property for the maintenance of the sanitary sewer and storm drainage systems according to the quantity of water delivered to the property or the quantity of sewage discharged from the property as follows:

<b>Monthly Sewer and Drainage Charges for Metered Properties</b>	
First 1,000 cu.ft used or part thereof	\$59.34
All in excess of 1,000 cu.ft used – per 100 cu.ft	\$6.08

<b>Quarterly Sewer and Drainage Charges for Metered Properties</b>	
First 3,000 cu.ft used or part thereof	\$178.02
All in excess of 3,000 cu.ft used – per 100 cu.ft	\$6.08

### **REDUCTION IN CHARGE**

3. Where the water supply to a property is metered and a user of the sanitary sewer system can establish that less than 80% of the water delivered by the water utility to the property is discharged into the sanitary sewer system, the Treasurer shall reduce the charge in proportion to the amount of water which is not discharged into the sewer system as follows:
- water discharged to the sanitary sewer is less than 80 per cent down to 65 percent - 25 percent reduction in sewer charge
  - water discharged to the sanitary sewer is less than 65 per cent down to 35 percent - 50 percent reduction in sewer charge
  - water discharged to the sanitary sewer is less than 35 percent - 75 percent reduction in sewer charge.

### **INDUSTRIAL BOD/TSS CHARGES**

4. Where the discharge to sanitary sewer from a property is regulated under a GVS&DD Waste Discharge Permit, the total annual charge will be based on the following table:

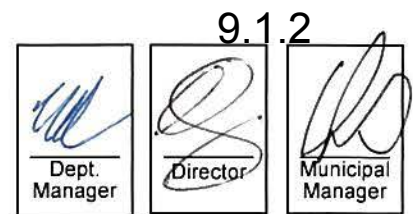
<b>GVS&amp;DD WASTE DISCHARGE PERMITEE SEWER CHARGES</b>	
<b>MONTHLY METERED PROPERTIES</b>	
First 1,000 cu.ft used or part thereof	\$59.34
All in excess of 1,000 cu.ft used – per 100 cu.ft	\$3.62
<b>QUARTERLY METERED PROPERTIES</b>	
First 3,000 cu.ft used or part thereof	\$178.02
All in excess of 3,000 cu.ft. used – per 100 cu.ft.	\$3.62

### **CHARGE FOR CONTAMINATED GROUNDWATER DISCHARGE TO SEWER**

5. GVS&DD discharge permit requirements apply. Charge is \$0.466 per cubic metre.

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## The Corporation of the District of North Vancouver

### REPORT TO COUNCIL

November 9, 2015  
File: 05.1700

**AUTHOR:** Shaun Carroll, P.Eng., Manager, Utilities

**SUBJECT:** **WATER USER CHARGES AND WATER CONNECTION FEES – 2016,  
Bylaw 8152**

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#### RECOMMENDATION

THAT "Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8152, 2015 (Amendment 60) is given FIRST, SECOND, and THIRD Reading.

#### REASON FOR REPORT:

The water user charges and the water connection fees charged by the District are specified in Waterworks Regulation Bylaw 2279. This report provides information and recommendations regarding proposed amendments for 2016.

#### SUMMARY:

The proposed rate increases are consistent with the comprehensive utility study conducted in 2012 and Council's objectives of maintaining the financial sustainability in the management of utility infrastructure.

The proposed charge for a single family residence in 2016 is \$643, a 2% increase or \$13 over 2015. The increase is attributed to inflationary drivers while maintaining the combined funding for capital reserves at required levels.

#### BACKGROUND:

The Water Utility provides potable water for the District of North Vancouver. User charges are the main source of funds for the Water Utility. Revenue from user charges must be sufficient to cover Metro flow-through charges, annual operating costs, funds for capital works, and maintain water reserve funds at an acceptable level.

**EXISTING POLICY:**

The Water Utility operates as a self-sufficient financial entity with no debt financing. The 2012 utility (FCS) study indicated that industry best practices required reserve balances to be set at a minimum of \$4.9M - \$13.8M (2012\$), much higher than traditionally held. As a result, a multi-year reserve contribution started in 2013 and continues in 2016. The reserves are required to address working capital, rate stabilization, capital contingency, and system reinvestment funding requirements.

**ANALYSIS:**

Estimated revenues and expenditures over the next five years are provided in Appendix A, "Water Utility, 2016 – 2020 Draft Financial Plan".

**Part 1: Cost of Service**

The four major areas of expenditure that affect the outcome of the rate setting process are shown below, along with an explanation of changes in 2016. The combined impact from these changes requires an across the-board rate increase of 2% to the majority of customer classifications.

**1. Water Purchase Costs (Metro Vancouver)**

Metro Vancouver water purchase costs decrease by \$649k despite of a 1.9% increase in water rate due to projected decrease in water consumption. The decrease is attributed to the projection that water consumption in 2016 will return to normal levels relative to the consumption experience during the drought of 2015. Water purchase costs represent 48% of the Water Utility expenditures.

**2. District Operations**

Operations expenditures increase by \$648k to \$6.8M and comprise 27% of overall expenditures. The predicted increase in expenditures is primarily attributed to service connections costs and is wholly offset by service connection revenues. Increases are also attributed to inflationary drivers such as fuel, material and negotiated labour costs. Activities and programs under District Operations include:

- Water main and service break repairs
- Water reservoir, pump station, PRV inspection, maintenance, and repairs
- Water quality testing
- Water system cleaning
- Water meters and water conservation
- Administration & Contribution to the General Operating Fund

**GVWD Water Shortage Response Plan Fines**

The fine value and structure for water use while Metro Water Shortage Response Plan is in effect is revised to strengthen the ability for DNV deter water waste during critical water supply periods.

**Service Abandon Fee**

A new \$2,500.00 recoverable Service Abandon Fee is proposed to recover the true cost of permanently abandoning a water service. This fee will affect developments that request to abandon existing water service(s).



**3. District Capital Programs**

Contributions to the water capital fund decrease by \$83k to \$5M and comprise 20% of overall expenditures. The District's Water Asset Management Plans support assets with a total replacement value of over \$367M. This request supports the Asset Management Plan obligations. Works performed include planned asset replacement and upgrading for the following programs:

- Watermain Replacement
- Pressure Reducing Valve Stations
- Water Pumping Stations
- Water Storage Reservoirs

**4. District Reserves**

The water reserve fund balance is projected at \$5.3M by year end, just above the minimum target. Reserve contributions represent 5% of overall expenditures.

**Part 2. Rate Shifts**

In addition to the proposed rate increase of 2% driven by the changes detailed above, some rate shifts are recommended based on Council agreement to better align consumption with cost of service. Minor ongoing rate shifts outlined below continue through 2016.

**Secondary Suites**

The 2016 secondary suite rate is \$350.00, an increase of 1% or ½ the rate increase of other classes. This rate continues to support the FCS study recommendation that aims to bring equity to this rate on a gradual basis over a 10 year period (first year 2013). The District is projected to have 4,204 secondary suite units at the end of 2015.

**Rest Home Charge Realignment**

The 2016 per bed rate is \$95.00, an increase of 16% but still significantly less than the estimated cost of service. Due to the substantial increase in rates recommended by the FCS study (350%), this rate class is being increased gradually over a 10 year period (first year 2013). We encourage these customers (DNV has 2 rest homes and 284 beds) to install flow metering or face substantially higher flat rate charges in future years.

**Review of Other Rate Classes**

DNV initiated a Water Use Study in 2013 that includes water meters on one hundred single family properties. One of the study goals is to identify if new rate classes are justified. The meters are divided into three categories, properties with swimming pools, irrigation systems and with no pool or irrigation system.

Properties with Swimming Pools. The data available from the Water Use Study indicate that pool owners consume only about 1% more water than non-pool owners and therefore a new rate class for recovering the value of water associated with pools

is not warranted at this time. It is recommended that the user rate class be deleted from the bylaw.

**Timing/Approval Process:**

To apply the proposed rate increase to metered charges for the full year in 2016, it is necessary for Council to approve the bylaw amendments prior to January 1, 2016.

**Concurrence:**

This report has been reviewed by the Financial Planning and Engineering Services Departments.

**Financial Impacts:**

Cost of service impacts for 2016 result in a 2% across-the-board rate increase. The proposed charge for a single-family residence in 2016 is \$643, an increase of \$13 over 2015 which is less than last year's predicted increase of \$16. Financial impacts for 2017 – 2020 are discussed below.

Water Purchases (Metro Vancouver)

Metro Vancouver has not provided water rates for 2017 – 2020 due to uncertainty surrounding their future capital programs. Prior year predictions from Metro Vancouver indicated these years would increase at an average annual rate of 7%. The water rate increase for these years is now shown at 2% (inflation) pending new information from Metro Vancouver.

District Programs

The District's Water Asset Management Plan supports a distribution system consisting of 364 km of water mains and other significant assets with a total replacement value of \$367M. The annual water main replacement schedule currently targets the replacement of approximately 5 km of water main per year. The 2017 – 2020 contributions to capital respond to obligations identified in the Water Asset Management Plan.

**Liability/Risk:**

If the watermain replacement program is not continued, the District will be exposed to an increasing risk of damage to District property and an increasing liability for private property damage, environmental damage and service interruption. If efforts for safe-guarding water quality are not continued, public health could be jeopardized and the Medical Health Officer could place conditions or restrictions on the District's water system operating permit.

**Social Policy Implications:**

The adequate supply of potable water is a fundamental service that a community requires in order to ensure a high standard of public health.

**Environmental Impact:**

Through planned maintenance and capital upgrading, the Utility minimizes the chance of unplanned discharge of chlorinated water to the environment.

**Public Input:**

Council provides an opportunity for public input through the bylaw adoption and budget process.




**Conclusion:**

Approval of the revised water user charges ensures adjustments for risk minimization and the continued self-financing character of the Water Utility. Council's continued support of the FCS Study promotes equity for charges based on water use and better aligns water user classes with industry standards. The draft 2016 budget recommends that an increase to the 2015 rate structure is required to fund inflationary costs for operations and maintenance, water purchase costs from the Metro Vancouver, and to maintain contributions to capital and reserves at required levels.

Sustained funding is required in order to continue adequate levels of infrastructure replacement and improvement programs necessary to maintain a high standard of public health while minimizing the risk of damage to property and the environment.

Shaun Carroll, P.Eng.  
Manager, Utilities

<b>REVIEWED WITH:</b>	<b>REVIEWED WITH:</b>	<b>REVIEWED WITH:</b>	<b>REVIEWED WITH:</b>
<input type="checkbox"/> Communications	<input checked="" type="checkbox"/> Finance 	External Agencies:	Advisory Committees:
<input type="checkbox"/> Env. Protection	<input type="checkbox"/> Fire Services	<input type="checkbox"/> Recreation Commission	<input type="checkbox"/> _____
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Legislative Services	<input type="checkbox"/> Library Board	<input type="checkbox"/> _____
<input type="checkbox"/> Eng. Trans/Public Works	<input type="checkbox"/> Land	<input type="checkbox"/> Health Dept.	<input type="checkbox"/> _____
<input type="checkbox"/> Eng. Admin	<input type="checkbox"/> Building	<input type="checkbox"/> RCMP	
<input type="checkbox"/> Eng. Parks	<input type="checkbox"/> Community Planning	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Eng. Utilities			

(000's)	Final Budget	Final Budget	Final Budget	Draft Budget	Plan			
	2013	2014	2015	2016	2017	2018	2019	2020
<b>Revenues</b>								
Flat Rate	15,691	16,623	17,160	17,675	18,024	18,381	18,744	19,115
Metered Rate	6,231	6,782	6,733	6,739	6,846	6,972	7,101	7,231
Connection Charges	570	311	319	849	865	881	898	915
Other Revenues	50	47	77	41	42	43	44	44
Contribution from Surplus	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>22,542</b>	<b>23,763</b>	<b>24,289</b>	<b>25,304</b>	<b>25,777</b>	<b>26,277</b>	<b>26,787</b>	<b>27,305</b>
<b>Expenditures</b>								
Water Purchases (Metro Vancouver)	10,919	12,088	12,830	12,181	12,368	12,597	12,828	13,065
District Operations								
Administration	445	461	474	482	491	499	508	517
Operations & Maintenance	1,388	1,380	1,423	1,457	1,492	1,528	1,566	1,604
Water Service Breaks	1,831	2,092	2,147	2,187	2,228	2,270	2,312	2,356
Connections	570	311	319	849	865	881	898	915
Contribution to General Operating Fund	1,676	1,718	1,753	1,789	1,825	1,862	1,899	1,937
	5,910	5,962	6,116	6,764	6,901	7,040	7,183	7,329
Contribution to Water Capital Fund	5,483	5,471	5,121	5,038	5,413	6,310	6,262	5,583
Contribution to Water Reserves	230	242	222	1,320	1,095	329	514	1,328
<b>Total Expenditures</b>	<b>22,542</b>	<b>23,763</b>	<b>24,289</b>	<b>25,303</b>	<b>25,777</b>	<b>26,276</b>	<b>26,787</b>	<b>27,305</b>
<b>SINGLE FAMILY RESIDENTIAL FLAT RATE</b>	<b>\$ 594</b>	<b>\$ 618</b>	<b>\$ 630</b>	<b>\$ 643</b>	<b>\$ 655</b>	<b>\$ 669</b>	<b>\$ 682</b>	<b>\$ 696</b>

## The Corporation of the District of North Vancouver

### Bylaw 8152

#### A bylaw to amend Waterworks Regulation Bylaw 2279

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

#### 1. Citation

This bylaw may be cited as “Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8152, 2015 (Amendment 60)”.

#### 2. Amendments

2.1 Waterworks Regulation Bylaw 2279, 1958 is amended as follows:

- a) Section 45.3, under the heading “Ticketing”, is deleted in its entirety and replaced with the following new section 45.3:

45.3 The words or expressions listed below in the designated expression column are authorized to be used on a ticket issued under section 264 of the *Community Charter* to designate an offence against the respective section of this Bylaw appearing opposite in the section column. The amounts appearing in the fine column are the fines set pursuant to section 264 of the *Community Charter* for contravention of the respective section of the Bylaw appearing opposite in the section column:

Section	Designated Expression	Fine
12(a)	Leaky pipe	\$ 50.00
12(b)	Inaccurate water meter	\$ 50.00
12(c)	Fault or use of water system that causes waste of water	\$ 50.00
24	Using fire hydrant	\$ 50.00
26	Watering other premises	\$ 50.00
	Use of water contrary to Water Shortage Response Plan:	
27(b)(ix)	• Restriction Stage 1	\$ 100.00
27(b)(x)	• Restriction Stage 2	\$ 200.00
27(b)(xi)	• Restriction Stage 3	\$ 300.00
27(b)(xii)	• Restriction Stage 4	\$ 400.00
28	Using water for sprinkling streets	\$ 75.00

- b) *Schedule B Water User Charges* is deleted in its entirety and replaced with a new *Schedule B Water User Charges* as attached in Schedule 1 of this Bylaw.

### **3. Effective Date**

The effective date of this bylaw is January 1, 2016.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule 1 to Bylaw 8152

### Schedule B

#### WATER USER CHARGES

##### A. FLAT RATE CHARGES

The following annual water user charges shall apply where there is no installation of a meter under section 21 of this bylaw:

User	Annual Charge
Single family residence	\$643.00
Row House/ Duplex	\$548.00
Secondary Suite	\$350.00
Multi-family	\$548.00
Rest Home per bedroom	\$95.00
Retail, office or service commercial premises	\$643.00
• with living quarters, an additional	\$446.00
Church	\$643.00

The annual charge for premises supplied with water for less than one year shall be paid on a pro-rated basis to the date of shut-off subject to Section 8 or from the date of connection to the last date in December. The date of connection shall be determined as follows:

- for premises where a new sanitary sewer inspection chamber has been installed, the date of connection is the date of the final plumbing inspection
- for all other premises, the date of connection is the date of the final plumbing inspection for the first dwelling unit; for phased developments, the date of connection for each phase is the date of the final plumbing inspection for the first dwelling unit in that phase

All flat rate annual charges are due and payable at the same time and in the same manner as the general rates and taxes. If Secondary Suite charges are billed separately, they are due and payable within 30 days of invoice date.

Any property owner who is about to remove a Secondary Suite shall give written notice of same to the Chief Bylaw Officer; the annual charge therefore shall be paid on a pro-rated basis to the date of electrical inspection by District Inspector confirming the removal of the suite.

Any property owner who installs a Secondary Suite will be charged the annual charge on a pro-rated basis from the date of the final plumbing inspection to the last date in December.

Any property owner with an additional unauthorized dwelling unit contained within a building of residential occupancy will be charged the annual charge for the calendar year upon confirmation of the additional unit.

All charges are for the calendar year.

**B. METERED CHARGES**

	Monthly Charges
<b><i>Non-Commercial/ Industrial Charges</i></b>	
First 1,000 cu.ft. used or part thereof	\$58.55
All in excess of 1,000 cu.ft. used-per 100 cu.ft.	\$3.62
<b><i>Commercial/ Industrial</i></b>	
First 1,000 cu.ft. used or part thereof	\$58.55
All in excess of 1,000 cu.ft. used-per 100 cu.ft.	\$3.62
	Quarterly Charges
<b><i>Non-Commercial/ Industrial</i></b>	
First 3,000 cu.ft. used or part thereof	\$175.65
All in excess of 3,000 cu.ft. used-per 100 cu.ft.	\$3.62
<b><i>Commercial/ Industrial</i></b>	
First 3,000 cu.ft. used or part thereof	\$175.65
All in excess of 3,000 cu.ft. used-per 100 cu.ft.	\$3.62
A 2% discount will be allowed on Meter Accounts if paid within 20 days of the date of the invoice.	

**C. WATER CONNECTION FEES**

Connection Size	Connection Fee
<b><i>3/4" diameter</i></b>	
In existing developed area	\$4,284.00
In new subdivision during development stage and prior to paving being installed	\$1,703.00
<b><i>over 3/4" - 1 1/2" diameter</i></b>	
In existing developed area	\$4,646.00

In new subdivision during development stage and prior to paving being installed	\$3,410.00
<b>Over 1 1/2" Diameter</b>	Actual Cost
Capping Fee	\$792.00
Abandon Service Fee	\$2,500.00
Woodlands/Sunshine Water Connection Fee (A one-time charge for connection, in addition to the standard water connection fee)	\$9,275.00
Where there is an existing serviceable 1/2" connection, the owner may convert to a standard (3/4") connection by payment of the full fee prescribed for a standard (3/4") connection in an existing developed area.	
Where a service is to be abandoned with no intention of reuse the permanent Abandonment Fee applies. Where the service is intended to be reused the temporary Capping Fee applies.	
Charges will be applied based on the year of construction.	

**D. WATER FLOW TEST FEE**

• for single family residences	\$110.00
• for all other occupancies	\$556.00

**E. WATER SHUT ON / OFF**

• for single family residences (outside of working hours)	\$100.00
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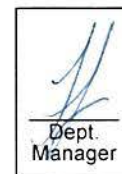
**F. WATER VALVE LOCATE**

• for single family residences (outside of working hours)	\$100.00
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## The District of North Vancouver REPORT TO COUNCIL

November 10, 2015

File: 05.1700.2015

**SUBJECT: SOLID WASTE COLLECTION AND RECYCLING SERVICE FEES - 2016,  
BYLAW 8153**

### RECOMMENDATION:

THAT "Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8153, 2015 (Amendment 12)" is read a FIRST, SECOND and THIRD time.

### REASON FOR REPORT:

To establish the waste collection and recycling services fees for 2016.

### SUMMARY:

Staff proposes that the 2016 Solid Waste Collection and recycling fees for 2016 remain unchanged from 2015. The proposed rates are shown below

	2015 Rate	2016 Rate
<b>Single-family</b>		
Garbage	\$120.80	\$120.80
Organics	\$94.70	\$94.70
<b>Solid waste total</b>	<b>\$215.50</b>	<b>\$215.50</b>
Recycling	\$94.20	\$94.20
<b>Combined Rate</b>	<b>\$309.70</b>	<b>\$309.70</b>
<b>Multi-family</b>		
Recycling	\$68.30	\$68.30

**BACKGROUND:**

The Waste Collection and Recycling Services Fees provide funding for solid waste and recycling services to single family homes and recycling services to multi-family homes within the District of North Vancouver. Solid Waste Operation are expecting a very busy 2016 with the recycling programs coming in house and the roll-out of our cart program.

**EXISTING POLICY:**

The waste collection rates and regulations are established through Solid Waste Removal Bylaw 7631.

**ANALYSIS:**

***Single Family garbage and organics rate***

The rate for single family garbage and organics collection for next year is proposed to be \$215.50, unchanged from the 2015 rate. Metro Vancouver will be changing their tipping charge for residential garbage from the multi-tiered system they are using in 2015 to a \$100 tonne charge plus \$5 transaction fee for each load. We expect this change will lower our total residential garbage tipping fees by approximately \$84k. This savings along with continued increases in diversion from the residential curb side garbage to organics (about 8%) will more than off-set our increased operating expenses

All revenues exceeding costs will be directed to reserves to fund the standardization of single family carts and used to start to replenish these reserves.

***Recycling rate***

Rates for single family and multi-family recycling will remain unchanged in 2016.

The rate for single family recycling for next year is proposed to be \$94.20, unchanged from 2015, and the rate for multi-family recycling is proposed to be \$68.30, unchanged from 2015. Revenues exceeding costs will be directed to reserves to fund the standardization of single family carts.

**Multi-Family / Commercial Rates for garbage and cardboard pick-up**

It is proposed there be minor changes in the commercial container rates and tipping fees for multi-family residential properties, schools, churches and commercial properties.

**Timing/Approval Process:**

Council's approval of the utility charges and adoption of the amending bylaw is needed as part of the 2016 budget.

**Concurrence:**

This report has been reviewed by the Financial Planning Department.

**Financial Impacts:**

The total estimated funding for solid waste and recycling services in 2016 is \$13.2M, including \$5M to implement the standardization of collection carts. The proposed rates ensure sufficient reserves to implement the new carts and maintain minimum recommended levels after their implementation (\$0.3-0.6M).

**Social Policy Implications:**

The provision of solid waste collection is a fundamental service which a community requires in order to ensure a high standard of public health.

**Business Plan:**


The proposed 2016 Solid Waste Removal Bylaw is consistent with the objectives of the District of North Vancouver Business Plan and is evident in the following Business Plan statements:

"Basic services provided by the District include police and fire protection, solid waste collection, water, sanitary and storm sewers, parks and local roads."

"We understand and strive to meet the high standard of essential service expected by our residents and businesses. The essential services include public safety, health and transportation – such as Fire, Police, Water, Sanitary Services, Drainage and Roads."



 L.M. Jensen  
Manager – Engineering Operations

<u>VIEWED 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 checked="" 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		

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

**Bylaw 8153**

A bylaw to amend the Solid Waste Removal Bylaw 7631, 2007

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

**1. Citation**

This bylaw may be cited as “Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8153, 2015 (Amendment 12)”.

**2. Amendments**

2.1 Solid Waste Removal Bylaw 7631, 2007 is amended as follows:

- a. Schedule A, *Fees for Solid Waste Collection*, is deleted in its entirety and replaced with a new Schedule A, *Fees for Solid Waste Collection*, as shown in Schedule 1 of this Bylaw.

**3. Effective Date**

The effective date of this bylaw is January 1, 2016.

**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 8153

### Schedule A

#### 1. Solid Waste Collection Fees

Description	Single Family Property	Multi-Family Property
Garbage and yard trimmings collection	\$215.50	N/A
Recyclable material collection	\$94.20	\$68.30 per unit

Tags		
Residential garbage tag (For garbage in excess of 154 litres)	\$3.00	N/A

#### 2. Bulk Container Fees

Description	Container Size				
	1 Yard	2 Yard	3 Yard	4 Yard	6 Yard
<b>Container Rental:</b>					
Cardboard Container Monthly Rental Fee	N/A	\$45.25	\$45.25	\$45.25	\$45.25
Cardboard Container Monthly Rental Fee with Jitney	N/A	\$55.25	\$55.25	\$55.25	\$55.25
Solid Waste Container Monthly Rental Fee	\$14.25	\$15.25	\$16.25	\$17.25	\$19.25
<b>Solid Waste Container Tipping Fees: (Charge per Tip)</b>					
(a) Residential					
(i) with 1 - 3 containers	\$20.50	\$24.75	\$30.00	\$36.50	\$45.25
(ii) with 4 - 7 containers	N/A	\$23.50	\$28.50	\$34.75	\$42.75
(iii) with 8 - 11 containers	N/A	\$22.50	\$27.00	\$33.00	\$40.75
(iv) with 12+ containers	N/A	\$19.75	\$21.00	\$29.25	\$36.00
(b) Schools, Churches, Institutional	N/A	\$27.25	\$33.50	\$39.75	\$51.75
(c) Commercial, Industrial (1 tip/ week)	N/A	\$29.25	\$37.00	\$44.25	\$51.25
1 tip/ 2 weeks	N/A	\$33.75	\$41.25	\$50.25	\$53.25
1 tip/ 4 weeks	N/A	\$36.25	\$44.00	\$51.25	\$55.25
On request	N/A	\$38.75	\$46.25	\$53.25	\$57.25
<b>Charges per Tip in addition to Container Tipping Fees</b>					
(a) Casters	\$3.50				
(b) Locks	\$1.00				
(c) Jitney (Includes Casters)	\$21.25				

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 7/15</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

9.2

Dept. Manager	GM/ Director	CAO
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## The District of North Vancouver REPORT TO COUNCIL

November 17, 2015  
File: 05.1930

**AUTHOR:** Elio Iorio, Manager Revenue and Taxation

**SUBJECT:** Annual Review of Fees and Charges 2016 - Bylaw Amendment 48

**RECOMMENDATION:**

The Finance and Audit Committee Recommends to Council:

"THAT Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8143, 2015 (Amendment 48) – is given FIRST, SECOND, and THIRD reading".

**REASON FOR REPORT:**

Annual review and establishment of fees and charges in accordance with financial plan objectives. Amendments detailed in the attached report have been discussed by the Finance and Audit Standing Committee on November 3<sup>rd</sup> and are recommended for adoption by Council.

**TIMING/APPROVAL PROCESS:**

Fees require approval prior to year-end for an effective date of January 1<sup>st</sup>, 2016. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on December 14, 2015.

**FINANCIAL IMPACTS:**

See attached report.

Respectfully submitted,



Elio Iorio  
Manager Revenue and Taxation

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

 Dept. Manager	 GM/ Director	_____ CAO
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## The District of North Vancouver

### REPORT TO FINANCE AND AUDIT STANDING COMMITTEE

October 20, 2015  
File: 05.1930

**AUTHOR:** Elio Iorio, Manager Revenue and Taxation

**SUBJECT:** Annual Review of Fees and Charges - 2016

**RECOMMENDATION:**

THAT the Finance and Audit Standing Committee recommends:

"THAT Council provides FIRST, SECOND, and THIRD reading of Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8143, 2015 (Amendment 48) on recommendation from the Finance and Auditing Standing Committee".

**REASON FOR REPORT:**

The annual review and establishment of fees and charges in accordance with financial plan objectives.

**SUMMARY:**

The proposed fee structure for 2016 includes a 1.5% cost of service adjustment unless justifiable exceptions apply (schedule of exceptions attached). Review of fees for equity and cost recovery continues as adjustments to existing fees in Fire Safety and Filming are proposed to improve cost recovery. Business process and software enhancements planned as part of the business transformation project (ECLIP's) are expected to commence a staged implementation in early 2016. No major adjustment to the current fee structure is projected however this will be confirmed through 2016.

**REVENUE IMPACT:**

With the recommended changes, revenues are estimated to improve by \$126,000 at the current activity level. Full impacts to the 2016 budget including changes to activity levels will be estimated during the 2016 budget cycle.

It is worth noting that fees and charges for Golf, Library, Properties, Recreation and Utilities are not covered by this review. These fees are determined through alternative approval processes in accordance with their governance structure or the adopted funding model.



**EXCEPTIONS TO 1.5% INCREASE:**

Equity of fees is paramount in the yearly review process. Comparability of these fees to similar charges in other municipalities in the region ensures that our fees are not only competitive but reflect users' ability to pay.

No increase to the current fee structure is proposed for tax and related information in the financial services area. A full review of these fees has been undertaken in prior years with corresponding increases that are consistent with other lower mainland municipalities and recouping service costs.

Similarly, no fee increases are proposed for RCMP informational reporting services as the fees remain competitive and harmonized with the City of North Vancouver to provide consistency in fees.

The District enjoys an attractive environment and benefits from being a prime destination for film, television and commercial productions. An in depth review of filming location and service fees has been undertaken to achieve competitiveness with other jurisdictions and ensure that fees remain constant for multiyear filming productions. This proposed rate increase combined with current activity levels estimates an additional \$13,000 in revenue for 2016 (3.34%).

Property title search and registration fees continue to increase as the Land Title office restructures its fees through a fee for service initiative. The fees pertaining to this category have been increased by 10% to match the cost of the service.

Individual department areas review fees yearly to ensure consistency with service objectives. Maplewood Farm and Environmental Protection both require minor adjustments to individual fees to operate their programs more effectively. For comparability with other charges, alignment of the peak period (child) fee of \$5.62 (12.4%) with fees in the special event category is being considered to ensure programs are run consistently at the Farm.

The pruning of a protected tree and the corresponding fee is being reduced (10.9%) to match the charge for tree removal as a higher fee for trimming creates a disincentive to maintain a large diameter tree when in effect it is cheaper to purchase a tree removal permit.

**NEW FEES:**

**Protective Services – New Fire Safety Plan**

Two additional fee levels to the proposed initial base charge of \$165.60 for a new fire plan review are intended to ensure extra costs for resources expended in secondary and subsequent reviews of incomplete or deficient plans are recovered. Subsequent reviews pose greater pressures on staffing required in the overall review process. The addition of the secondary categories provides for the recovery of costs of additional staff time. The base fee has been revised to ensure it attains the full cost of providing service.

**Transportation Fees – Permit**

As a function of the overall review process, individual service areas are required to evaluate fees in relation to their processes and procedures to ensure the validity. The resident parking only decal fee is a historical fee which is being incorporated into the Fees and Charges bylaw as review confirmed it was not codified elsewhere.

**BACKGROUND:**

In accordance with the authority granted by the Community Charter, the District charges fees for service or regulatory requirements. These fees have typically been set on either a cost recovery and/or a user's ability to pay basis and are considered in the context of what comparable fees are charged by other municipalities in the region.

**EXISTING POLICY:**

The Community Charter enables Council, by bylaw, to impose a fee payable in respect of:

- (a) All or part of a service of the municipality,
- (b) The use of municipal property, or
- (c) The exercise of authority to regulate, prohibit or impose requirements.

**TIMING / APPROVAL PROCESS:**

Fees require approval before year-end to take effect on January 1<sup>st</sup>, 2016. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on December 14, 2015.

Respectfully submitted,



Elio Iorio  
Manager Revenue and Taxation

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks _____	<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 _____	

**Schedule of Exceptions to 1.5% Increase**

Schedule & Fee Description	2015 Bylaw Fee	2016 Proposed Fee	Y:Y Fee Change	% Change
<b>Schedule A - Corporate &amp; Finance</b>				
Financial Services				
Tax demand notice	20.00	20.00	0.00	0.0%
Certificate of tax status and related information - obtained through the web tax certificate system	40.00	40.00	0.00	0.0%
Certificate of tax status and related information - prepared manually	45.00	45.00	0.00	0.0%
Tax refund to non-property owner	30.00	30.00	0.00	0.0%
Tax levy data file (electronic)	0.02	0.02	0.00	0.0%
Researching historical property related information	45.00	45.00	0.00	0.0%
Returned cheques or payments	30.00	30.00	0.00	0.0%
<b>Schedule B - Development and Permitting</b>				
Building Permit Fees				
Land Title Search Fee	25.00	27.50	2.50	10.0%
Tree Permits Pursuant to the Tree Protection Bylaw				
To prune protected tree(s) or large-diameter tree(s)	83.60	74.50	-9.10	-10.9%
<b>Schedule C - Parks and Recreation</b>				
Maplewood Farm				
Peak Period (Child)	5.00	5.62	0.62	12.4%
<b>Schedule D - Protective Services</b>				
Fire Services Fees Pursuant to Fire Services Bylaw				
Fire Safety Plan				
Review Pre-Fire Plans	112.90	165.60	52.70	46.7%
North Vancouver RCMP Services				
Criminal Record Check	57.50	57.50	0.00	0.0%
Police Certificate (Including prints if required)	57.50	57.50	0.00	0.0%
Fingerprints Taken (up to 2 sets – additional sets @ \$5.25 each)	57.50	57.50	0.00	0.0%
Local Police Records Checks	57.50	57.50	0.00	0.0%
Name Change Applications	57.50	57.50	0.00	0.0%
Taxi Permit Application/Annual Review	57.50	57.50	0.00	0.0%
Taxi-Biennial (2yr) Permit	115.00	115.00	0.00	0.0%
Taxi Permit (lost/replacement fee)	28.75	28.75	0.00	0.0%
MV 6020 – Motor Vehicle Accident Report	57.50	57.50	0.00	0.0%
Preliminary Collision/Traffic Analyst Report	57.50	57.50	0.00	0.0%
Full Collision/Traffic Analyst Report	600.00	600.00	0.00	0.0%
Field Drawing Reproduction	40.00	40.00	0.00	0.0%
Measurements	207.00	207.00	0.00	0.0%
Crash Data Retrieval Report	155.00	155.00	0.00	0.0%
Mechanical Inspection Report	57.50	57.50	0.00	0.0%



**Schedule of Exceptions to 1.5% Increase – continued**

Schedule & Fee Description	2015 Bylaw Fee	2016 Proposed Fee	Y:Y Fee Change	% Change
Police Reports	57.50	57.50	0.00	0.0%
Passport Letters	57.50	57.50	0.00	0.0%
Insurance Claim Letter	57.50	57.50	0.00	0.0%
Court Ordered File Disclosure (in addition to copying charge)	57.50	57.50	0.00	0.0%
Photographs (each – 4 x 6)	2.75	2.75	0.00	0.0%
Video Reproduction				
First hour	52.00	52.00	0.00	0.0%
Per hour after first hour	26.00	26.00	0.00	0.0%
Cost of CD/DVD	16.00	16.00	0.00	0.0%
Audio Reproduction				
First hour	52.00	52.00	0.00	0.0%
Per hour after first hour	26.00	26.00	0.00	0.0%
Cost of CD/DVD	5.00	5.00	0.00	0.0%
Forensic Video Analysis – Cost per hour	105.00	105.00	0.00	0.0%
File Research – Cost per hour	50.00	50.00	0.00	0.0%
Visa Application	57.50	57.50	0.00	0.0%
Security Licencing	57.50	57.50	0.00	0.0%
Photocopying charge per page	0.75	0.75	0.00	0.0%
Shipping Charge	5.00	5.00	0.00	0.0%
CD of Photographs	20.00	20.00	0.00	0.0%
<b>Schedule E - Licencing and Film</b>				
Filming				
Park fee – per film day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	1,250.00	1300.00	50.00	4.0%
Park fee – Half day rate maximum 12 Hrs– Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	935.00	950.00	15.00	1.6%
Park fee – prep/wrap per day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	625.00	650.00	25.00	4.0%
Large Park fee - per film day - all other large parks	830.00	850.00	20.00	2.4%
Large Park fee – Half day rate maximum 12 Hrs	625.00	650.00	25.00	4.0%
Large Park fee – prep/wrap per day	415.00	425.00	10.00	2.4%
Neighbourhood Park fee – per film day	415.00	430.00	15.00	3.6%
Neighbourhood Park fee – Half day rate maximum 12 Hrs	310.00	325.00	15.00	4.8%
Neighbourhood Park fee – Prep/wrap per day	210.00	215.00	5.00	2.4%
Commercial Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	255.00	260.00	5.00	2.0%
Park Liaison Fee per hour	68.00	68.00	0.00	0.0%
RCMP per hour and member (Corporal)	110.00	115.00	5.00	4.5%
RCMP per hour and member (Sergeant)	130.00	140.00	10.00	7.7%
Fire Officer per hour	160.00	165.00	5.00	3.1%

**Schedule of Exceptions to 1.5% Increase – *continued***

<b>Schedule &amp; Fee Description</b>	<b>2015 Bylaw Fee</b>	<b>2016 Proposed Fee</b>	<b>Y:Y Fee Change</b>	<b>% Change</b>
Permit fee per location	230.00	240.00	10.00	4.3%
Street filming user fee	155.00	160.00	5.00	3.2%
On street parking per 100 ft. per day	56.00	60.00	4.00	7.1%
Signs (new and replacement) per sign	15.50	16.00	0.50	3.2%
Modification of existing signs (per sign)	5.50	5.50	0.00	0.0%
Fire Hydrant Usage per day	60.00	75.00	15.00	25.0%
Garbage disposal (as needed)	75.00	85.00	10.00	13.3%

**Schedule of New Fees**

<b>Fee Description</b>	<b>2016 Bylaw Fee</b>
<b>Schedule D - Protective Services</b>	
Fire Services Fees Pursuant to Fire Services Bylaw	
Fire Safety Plan	
Second review for new Fire Safety Plans [Note 1]	248.40
Third and subsequent review for new Fire Safety Plans [Note 1]	331.20
<b>Schedule F - Transportation Fees</b>	
Permit	
Resident Parking Only Decal	27.14

**Note 1:** These fees are per hour or portion thereof, minimum one hour charge.

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

**Bylaw 8143**

A bylaw to amend Fees and Charges Bylaw 6481, 1992

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8143, 2015 (Amendment 48)".

**2. Amendments**

2.1 Fees and Charges Bylaw 6481, 1992 is amended as follows:

- (a) By deleting Schedules A through F in their entirety and replacing them with new Schedules A through F as attached to this Bylaw as Attachment 1.

**3. Effective Date**

3.1 The effective date of this bylaw is January 1, 2016.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk



**ATTACHMENT 1  
to Bylaw 8143**

## Schedule A

### CORPORATE AND FINANCE FEES

<b>Copies</b>		
Council minutes, reports, related correspondence and general photocopying	\$0.30	per page
<b>Human Resources</b>		
Request from solicitors for employment information	\$111.10	
<b>Fees for Maps and Digital Data Products</b>		
Standard paper map (small to medium size)	\$10.60	
<b>Properties Department - Services</b>		
Registerable Documents (Land Title Office)	\$350.00	
Registration of Registerable Documents including any required title searches		recovery of actual Land Title Office costs
Registerable Release Documents (including secondary suite covenants)	\$160.00	review, preparation and recovery of related Land Title Office costs
Unregistered Documents	\$350.00	
Administration Recovery Fee (A fee to recover extraordinary staff time spent on processing instruments on behalf of private owners)	\$540.00	
Administration for Highway Abandonments (sale of laneways)	\$2,225.00	flat fee
Documentation/Advertising fee for leases and lease renewals		recovery of actual Land Title Office costs
<b>Building Department - Record Searches</b>		
Property Records provided to solicitors, lending institutions and other individuals or organizations:		
Single-Family Residential Buildings	\$117.00	
All other buildings	\$232.90	
Property Record searches for "All other buildings" exceeding three hours shall be charged an additional fee of \$70/hour for each additional hour.		
<b>Change of Address and New Address</b>		
Change of Address and New Address	\$513.30	

<b>Financial Services</b>		
Tax demand notice	\$20.00	per folio
Certificate of tax status and related information - obtained through the web tax certificate system	\$40.00	per folio
Certificate of tax status and related information - prepared manually	\$45.00	per folio
Tax refund to non-property owner	\$30.00	per folio
Tax levy data file (electronic)	\$0.02	per folio
Researching historical property related information	\$45.00	per hour (\$45 minimum)
Returned cheques or payments	\$30.00	per item
Interest on overdue (non-tax) accounts receivable	2%	per month

Amended by: 6835 7349 7365 7432 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960  
8020 8088 8143

## Schedule B

### DEVELOPMENT AND PERMITTING FEES

<b>Building Permits</b>		
The fees payable for the issuance of a permit or renewal of a permit for the erection, addition, alteration, repair, removal or demolition of any building or structure, or any part thereof including other building service systems or regulated by the Building Code, are as follows:		
First \$1,000 value of the work	\$72.50	
Each \$1,000 or part thereof by which the value of work exceeds the sum of \$1,000 up to a maximum of \$15,000, add	\$14.80	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$15,000 up to a maximum of \$50,000, add	\$12.60	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$50,000, add	\$11.60	
Recheck fee (minimum 1 hour)	\$72.50	per hour
The Building Permit fee is increased where construction commenced before the Building Inspector issued a permit by:		
For work valued up to \$15,000	\$297.20	
For work valued up to \$50,000	\$598.60	
For work valued up to \$100,000	\$1,197.20	
For work valued up to \$500,000	\$2,392.50	
For work valued up to \$1,000,000	\$5,981.10	
For work valued greater than \$1,000,000	\$11,961.20	
Re-inspection Fee	\$120.20	
A Building Permit may be extended pursuant to clause 5.51 of the Building Regulation Bylaw		10% of original fee or \$72.50, whichever is greater
Preliminary Plan Review	\$144.90	
Review of Equivalents - Up to two equivalency items included in one submission (this includes a single review of a single revision required from the primary review)	\$447.20	
For each equivalency item review exceeding the first two items included in the single submission	\$145.40	
Each additional revision submission of any single item	\$72.50	
Transfer of Building Permit - Single Family Residential Building	\$72.50	
Transfer of Building Permit - Other building type	\$145.40	
Secondary Suite Inspection Fee	\$150.70	
Land Title Search Fee	\$27.50	
Plan Review and Summary Letter (reviewed for Board of Variance application)	\$246.40	
A Special inspection (per 5.49.2 of the Building Regulation Bylaw) payable in advance	\$72.50	per hour
An inspection (per 5.49.3 of the Building Regulation Bylaw)	\$203.40	
Plus \$72.50 in excess of 4 hours	\$72.50	per hour
Drawing Imaging Fee	\$5.30	

<b>Properties Involving Controlled Substances</b>		
<b>Inspection Fees:</b>		
Each time the District enters on a Parcel to inspect in the exercise of the District's authority to regulate, prohibit or impose requirements under Bylaw 7494 or another enactment, the Owner must pay the District an administration and inspection fee of:	\$517.70	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a subsequent inspection undertaken if the Owner or occupier has failed to undertake action ordered by the Fire Chief, the District or a person authorized under the bylaw to order the action, the Owner must pay an additional fee of:	\$2,588.30	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
Before confirmation is provided by the Chief Building Inspector that a satisfactory inspection of the building by the District's Building Department has been completed the Owner must pay to the District:		
For the first inspection:	\$517.70	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For an inspection with an architect or professional engineer to certify that the subject Building may be occupied under applicable enactments, if the Owner has not first engaged his or her own architect for that purpose:	\$2,588.30	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a Special Safety Inspection:	\$517.70	
For each inspection prior to issuance of a Re-occupancy Permit:	\$310.60	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.



To obtain a Re-occupancy Permit:	\$258.80	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494:		
The fee for a Special Safety Inspection in respect of that incident is as follows:	\$258.80	

#### Board of Variance

Application Fee	\$410.00	
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#### Chimney and Fuel Burning Appliances

A chimney with one flue, including factory-built chimney	\$72.50	
Each additional flue or chimney in a building	\$21.10	
A fireplace and flue, including factory-built fireplace	\$72.50	
Solid fuel burning appliances	\$72.50	

#### Mechanical Permits

For the installation of fixtures, each roof drain, hot water tank, sump and interceptor being classed as a fixture, as follows:		
One fixture	\$72.50	
Each additional fixture up to ten	\$26.40	
Each additional fixture over ten	\$23.10	
Re-piping of an existing building:		
40% of the equivalent fixture installation fee		
For the installation or replacement of water service	\$72.50	
For the installation of perimeter foundation drains:		
For single or two family residential buildings up to 250'	\$72.50	
For each additional 250'	\$37.90	
For other than single or two family residential buildings, for each 100' or portion thereof to 500'	\$72.50	
For each additional 250'	\$37.90	
For the alteration of plumbing where no fixtures are involved, for each 10 metres of house drain installed or portion thereof	\$72.50	
In every case where, due to non-compliance with the provisions of this bylaw or to unsatisfactory workmanship, more than two inspections are necessary, for each inspection after the second inspection	\$120.20	
Special inspections to establish the fitness of the plumbing	\$86.50	per hour
For the installation of plumbing fixtures by other than the original permit holder	\$72.50	
For the installation of domestic water for fire lines in other than single family dwellings:		
For the first 30 metres or portion thereof	\$72.50	
For each additional 30 metres	\$37.90	
For each fire hydrant, alarm valve, dry valve & flow switch	\$36.80	

For each hose outlet/connection and/or fire department connection	\$36.80	
For the connection of the municipal water supply to a hydraulic equipment	\$72.50	
For the installation of pressure vacuum breakers, approved double check valve assemblies and reduced pressure backflow preventers	\$72.50	
For the installation of a house sewer and building sanitary drain where the length:		
Up to 30 metres	\$72.50	
Each additional 30 metres or part thereof	\$37.90	
A storm sewer and building storm drain:		
Up to 30 metres	\$72.50	
Each additional 30 metres or part thereof	\$37.90	
For the installation of either or both when under a common permit:		
Storm Sewer House Service Connection	\$304.60	
Sanitary Sewer House Service Connection	\$304.60	
For the installation of Sprinkler System:		
Fee for the first head	\$72.50	
For each additional head	\$4.00	
For the installation of a forced air heating duct distribution system:		
Per 1,000 btu	\$3.20	
Minimum	\$72.50	
Maximum	\$238.20	
For the installation of a hydronic heating pipe distribution system:		
Per 1,000 btu	\$3.20	
Minimum	\$72.50	
Maximum	\$238.20	

<b>Electrical Permits</b>			
The fees payable for the issuance of an electrical permit are based on the total value of the proposed electrical installation including all material and labour as follows:			
<b>More Than</b>	<b>Not More Than</b>		
\$ 0	\$500	\$72.50	
\$500	\$750	\$102.70	
\$750	\$1,000	\$131.50	
\$1,000	\$2,000	\$131.50	+ \$11.11 / \$100 or part thereof greater than \$1,000
\$2,000	\$3,500	\$242.60	+ \$8.99 / \$100 or part thereof greater than \$2,000
\$3,500	\$7,000	\$377.50	+ \$6.80 / \$100 or part thereof greater than \$3,500



\$7,000	\$10,000	\$615.50	+ \$4.56 / \$100 or part thereof greater than \$7,000
\$10,000	\$50,000	\$752.20	+ \$3.39 / \$100 or part thereof greater than \$10,000
\$50,000	\$100,000	\$2,108.70	+ \$3.39 / \$100 or part thereof greater than \$50,000
\$100,000	\$250,000	\$3,804.20	+ \$2.00 / \$100 or part thereof greater than \$100,000
\$250,000	\$500,000	\$6,804.90	+ \$1.99 / \$100 or part thereof greater than \$250,000
\$500,000	\$750,000	\$11,779.20	+ \$1.66 / \$100 or part thereof greater than \$500,000
\$750,000	\$1,000,000	\$15,923.90	+ \$0.89 / \$100 or part thereof greater than \$750,000
over \$1,000,000		\$18,144.10	+ \$0.82 / \$100 or part thereof greater than \$1,000,000
If applicant makes an erroneous declaration of the permit value to obtain a lesser permit fee, the permit shall be revoked and a new permit issued using the corrected value. The new permit shall be calculated according to the corrected permit value and a 50% administrative fee shall be added to the calculated fee.			
Temporary Power Pole - for a maximum period of 120 days (an extension is the same rate)		\$72.50	
Temporary to Permanent Connection		\$72.50	
Electrical Sign Connection		\$72.50	
Circus, Carnivals, Trade, Conventions, Exhibit, or similar shows		\$128.60	
Annual permits where the connected load in calculated horsepower is:			
1,000 HP or less		\$261.50	
Each additional 100 HP or part thereof		\$23.80	
Maximum fee		\$2,535.80	
Hourly Inspection Fee - for each inspection of electrical work in respect of which no specific fee is hereby prescribed, payment shall be made on the basis of time actually spent in making such inspections, as follows:			
For each hour or part thereof		\$72.50	per hour

Re-inspection Fee - For each inspection necessary for examining electrical installations where errors or omissions were found at a previous inspection	\$120.20	
Permit Fee Refund - Where no work has been performed under the permit, the fee less 15% may be returned when a request in writing is made for refund otherwise a fee is not refundable.		
Movie Locations:		
One location (valid for 90 days from the first day of filming)	\$72.50	
Two locations (valid for 90 days from the first day of filming)	\$144.40	
Three locations (valid for 90 days from the first day of filming)	\$215.10	
Four locations (valid for 180 days from the first day of filming)	\$286.60	
Five locations (valid for 180 days from the first day of filming)	\$357.30	
Six Locations (valid for 180 days from the first day of filming)	\$431.10	
Seven locations (valid for 270 days from the first day of filming)	\$505.90	
Eight locations (valid for 270 days from the first day of filming)	\$573.40	
Nine locations (valid for 270 days from the first day of filming)	\$645.00	
Annual permit - unlimited locations	\$734.60	

<b>Gas Permits</b>		
Domestic Type Installations:		
For the first appliance	\$72.50	
For each additional appliance	\$30.60	
For each inspection exceeding two in number where a re-inspection permit is issued in respect of any installation or alteration	\$120.20	
Commercial and Industrial Installations for each appliance installed on the one permit:		
Equipment with input of 20 kW or less	\$72.50	
Equipment with input greater than 30 kW to 120 kW	\$81.20	
For each re-inspection on any commercial or industrial installation due to faulty workmanship or materials	\$90.60	
For each inspection exceeding two in number made on any commercial or industrial installation	\$72.50	
For inspection outside normal working hours, per hour	\$144.40	per hour
For vent and/or furnace plenum (no appliance)	\$72.50	
For piping (no appliance):		
For first 30 metres or part thereof	\$72.50	
Each additional 30 metres or part thereof	\$31.60	

**Blasting Permits**

The fees payable for the issuance of a blasting permit for blasting on any one parcel are as follows:

For a period not longer than ten days from the date issued	\$72.50	
For a period longer than ten days but no longer than thirty days from the date issued	\$120.20	
For a period longer than thirty days but no longer than sixty days from the date issued	\$179.20	

**Installation, Replacement, Renewal, Alteration or Repair of Oil Burning Appliances or Tanks**

Oil Burning Appliances:

20 kW or less	\$72.50	
Greater than 20 kW to 60 kW	\$76.90	
Over 60 kW	\$80.10	
Oil Storage Tank	\$72.50	
Compressed Gas Appliance and Storage Tank:		
First appliance	\$72.50	
Each additional appliance	\$33.80	
Underground Storage Tank for the storage of gasoline	\$72.50	

**Engineering Construction**

Sidewalk Panels (measured in linear metres, 1.5 metres wide):

First 3 metres or portion	\$1,220.00	
Each subsequent metre	\$270.00	

Curb and Gutter (measured in linear metres):

First three metres or portion	\$1,412.00	
Each subsequent metre	\$295.00	
Extruded Driveway Curb (each, up to 6 metres wide)	\$834.00	
Each subsequent metre of extruded driveway curb over 6 metres	\$80.00	
R-9 Driveway Crossing (each, up to 6 metres wide)	\$4,429.00	

Extruded Curb (measured in linear metres, redevelopments above \$200,000 require a new extruded driveway crossing and new extruded curbing along the whole frontage):

First metre of extruded curb	\$307.00	
Each subsequent metre of extruded curb	\$58.00	

Replacement of Survey Monument:

Standard Integrated	\$2,132.00	per monument
Secondary Benchmark	\$3,553.00	per monument
Federal Benchmark	\$5,583.00	per monument
High Precision	\$7,613.00	per monument
GeoBC Registration	\$51.00	per monument
GeoBC Survey	\$500-\$1,000	per survey

<b>Development Applications</b>		
<b>Preliminary</b>		
Required as a first step in most development applications	\$790.00	
Proforma evaluation for applications within designated Centres where Community Amenity Contribution policy stipulates	\$10,860.00	at cost (deposit)
Early consultation for applications where required	\$2,030.00	
<b>Rezoning (including text or map amendments) and Heritage Revitalization Agreements</b>		
Base Fee	\$3,680.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,790.00	
Scanning Fee	<u>\$240.00</u>	
<b>Total</b>	<b>\$6,710.00</b>	
Multi-Family – base fee plus	\$30.00	per residential unit
<b>Official Community Plan Amendment</b>		
Base Fee	\$3,680.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,790.00	
Scanning Fee	<u>\$240.00</u>	
<b>Total</b>	<b>\$6,710.00</b>	
For change in land use or increased residential density - base fee plus	\$60.00	per 100m <sup>2</sup> of floor area
<b>Additional Public Hearing Fees</b>		
Additional Public Hearing (where required for a Rezoning, or Official Community Plan Amendment application)	\$2,790.00	
Additional Public Hearing Signs (where required to ensure good visibility)	\$530.00	
<b>Development Permit - Minor</b>		
Minor façade or design changes to an issued DP; Additions of less than 1,000 sq.ft. (93 m2) in DP area; and Telecommunications facilities involving changes to existing facilities	\$1,140.00	
Scanning fee	<u>\$55.00</u>	
<b>Total</b>	<b>\$1,195.00</b>	
Minor Development Permit Exemption Letter	\$315.00	
<b>Sign Permits</b>		
Application for new sign(s) that is/are in accordance with the Sign Bylaw, and may be reviewed and issued by staff (including review of the sign package)	\$125.00	for the first sign
Each additional sign	\$80.00	
Application for an alteration to a sign permit	\$65.00	for the first sign
Each additional sign	\$35.00	
Minor Development Permit for a sign or sign package where the sign(s) is/are not in accordance with either the Sign Bylaw or the approved Development Permit	\$555.00	per site



Development Permit – Major (some applications may require more than one Development Permit application and fee)		
Form and Character:		
Form and character for multi-family, commercial or industrial developments;	\$3,855.00	
DP for new telecommunications facilities involving new tower		
Scanning fee	\$240.00	
<b>Total</b>	<b>\$4,095.00</b>	
Multi Family where no rezoning – base fee plus	\$30.00	per residential unit
Environmental or Hazardous Conditions:		
Single Family: (For single family (RS) zoned properties involving more than one development permit, where new development is occurring, the fee for all the Development Permits shall be the fee of the highest value Development Permit plus \$110 for each additional Development Permit fee)		
Protection of the Natural Environment DPA	\$110.00	per parcel for renovations on the existing parcel
	\$550.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Streamside Protection DPA – Single Family	\$110.00	per parcel for renovations on the existing parcel
	\$550.00	per new single family dwelling or per new single family parcel in a proposed subdivision
In stream restoration or habitat enhancements	\$0.00	
Wildfire Hazards DPA:	\$270.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Creek Hazards DPA:	\$110.00	per parcel for renovations on the existing parcel

Creek Hazards DPA:	\$550.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Slope Hazards:	\$110.00	per parcel for renovations on the existing parcel
	\$550.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Scanning fee	\$55.00	
Development Permit Exemption Letter	\$55.00	
Other than single family:		
Environmental, or Hazardous Conditions	\$620.00	per 10,000 sq.ft. (929 m <sup>2</sup> ) of affected site area with a minimum fee of \$620
Scanning fee	\$240.00	
Development Permit Exemption Letter	\$55.00	
Development Variance Permit		
Single Family:		
For three variances or less	\$625.00	
Scanning fee	\$30.00	
<b>Total</b>	<b>\$655.00</b>	
For four variances or more	\$925.00	
Scanning fee	\$30.00	
<b>Total</b>	<b>\$955.00</b>	
Other than Single Family:	\$1,245.00	
Scanning fee	\$240.00	
<b>Total</b>	<b>\$1,480.00</b>	
Temporary Use Permit	\$1,245.00	
Scanning fee	\$240.00	
<b>Total</b>	<b>\$1,480.00</b>	
Subdivision		
Subdivisions	\$1,345.00	base fee (includes parent parcels)
Fee per new lot created	\$260.00	per additional lot
Scanning fee	\$240.00	
Strata-titling of currently occupied buildings	\$3,095.00	
Consolidation or lot line adjustment	\$1,055.00	
Subdivision creating an air space parcel	\$3,550.00	per air space parcel

Scanning fee	\$240.00	
Subdivision Conditions Letter extension	\$380.00	
Signing Fee (payable with the submission of the subdivision plans)	\$965.00	
<b>Resubmissions</b>		
This fee may be levied for additional reviews of building, landscape, engineering, survey or tree plans.		
Per resubmission	\$505.00	
<b>Amendments</b>		
Amendments to approved applications, where the amendment will require staff review and/or a public notification process, including:		
Applications to amend Subdivisions or Development Variance Permits; and Applications to amend existing restrictive covenants.	\$630.00	
<b>Liquor Related Applications</b>		
Special Occasion Licences:		
Temporary change to a liquor licence	\$112.00	
Special Occasion Licence:		
A private function (not open to the public and no more than 100 people in attendance)	\$30.50	
A public function (including not for profit events that are open to the public)	\$112.00	
Permanent Liquor Licences:		
Applications for a new liquor licence or an amendment to an existing licence	\$1,785.00	
Public Notification Fee	\$1,675.00	
<b>Legal Documents</b>		
Site Specific Legal Documentation		
Fees for legal documents will be based on the costs associated with their preparation. When possible, standardized documents will be used.		charged at actual cost
Standard Servicing Agreement	\$635.00	
Renewal of Standard Development Servicing Agreement	\$635.00	
<b>Special Services</b>		
Where extraordinary work is required including municipal survey work, mediation work, or extraordinary public meetings.		charged at actual cost
Custom Research: Requests for detailed research of one or more properties.	\$120.00	per hour
Confirmation Letters: Requests for letters confirming the land use designation in the Official Community Plan or the Zoning of a particular site are requested but where no additional research is required.	\$75.00	
<b>Refunds of Fees</b>		
The refundable portion of a fee prescribed in the Development Applications section of Schedule B, will be returned to the applicant in the following circumstances:		
a) if an application is withdrawn by the applicant or rejected by Council before either a public hearing or public meeting date is established or public notification is given, but not if the public hearing is waived; or		
b) if an application is approved by Council without the convening of a public hearing or public meeting or undertaking public notification.		



<b>Development Conducted without a Permit</b>		
If any development for which a permit is required by the District of North Vancouver Development Procedures Bylaw 7738 is commenced without a permit issued by the Council, the applicant for the proposed development must pay double the fee prescribed in this bylaw.		

<b>Administration Fees For Development Servicing</b>		
An administration fee required in connection with all administrative costs incurred by the District in connection with the "Works" as defined in the Development Servicing Bylaw.	5.1%	up to and including \$100,000
	4.1%	on amount in excess of \$100,000
A design revision fee required in connection with incomplete design drawing submissions for review costs incurred by the District - Minimum charge 1 hour	\$89.50	per hour

<b>Permits Pursuant to the Environmental Protection and Preservation Bylaw</b>		
Aquatic Area Permit	\$331.30	
<b>Soil Permit</b>		
Single Family Residential	\$190.50	
Industrial, Commercial, Multi-family	\$385.10	
Site Profile - for a Site Profile as specified on Schedule 1 of the Waste Management Act – Contaminated Sites Regulation	\$115.90	
<b>Re-Inspection Fee</b>		
Where it has been determined by the Environmental Protection Officer (EPO) that a site undertaking work governed by a permit issued pursuant to the Environmental Protection and Preservation Bylaw has not satisfactorily completed the work after the second inspection by the EPO then the following table of Inspection fees shall apply:		
First inspection to determine final compliance with EPPB Permit conditions; or EPO has to respond to a site regarding ineffective erosion control or other environmental damage complaint	\$0.00	
Second inspection to determine if deficiencies on first inspection have been corrected	\$0.00	
Third and all subsequent inspection(s) to determine if deficiencies on previous inspection(s) have been corrected	\$115.90	
<b>Inspection Procedure</b>		
The Environmental Protection Officer shall record all inspection records on an inspection sheet to be left with the operator in charge of the site and a copy to be filed with the Environment Department. The Environmental Protection Officer shall determine if an inspection fee is to be charged based on two previous inspections to the same site. Any requests for a third or any additional inspections shall be made through the Environment Department. Third and subsequent inspections shall not be conducted until the inspection fee has been received.		
<b>Works Conducted Without a Permit</b>		
If any works for which a permit is required by the Environmental Protection and Preservation Bylaw are commenced without a permit issued by the General Manager of Planning, Permits and Properties Division, the permit applicant for the proposed works shall pay double the fee		

prescribed as set out in the Fee section of this Bylaw.		
<b>Preliminary Site Review</b>		
Environmental Requirements - A preliminary plan review and/or site inspection including required liaison with other jurisdictions. The service includes an analysis of a proposed development, building, or structure for compliance with Bylaw 6515: Environmental Protection and Preservation Bylaw and/or other requirements as related to stream or waterfront setbacks.	\$136.60	

<b>Tree Permits Pursuant to the Tree Protection Bylaw</b>		
For tree(s) meeting the criteria outlined in Section 14(a) in the Tree Protection Bylaw		
To prune protected tree(s) or large-diameter tree(s)	\$74.50	
For each protected tree or large-diameter tree to be removed up to and including four trees	\$74.50	
For the removal of five or more protected trees or large-diameter trees	\$352.00	
For development involving the removal of ten or more protected trees or large-diameter trees on a parcel greater than 1 hectare	\$1,822.10	
<b>Inspection and Re-inspection Fees</b>		
The following fees shall apply for inspections undertaken to determine whether or not to release a security deposit held under the Tree Protection Bylaw:		
First inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order to Comply, copy of which shall be left at the site.	\$0.00	
Second Inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order To Comply, a copy of which shall be left at the site.	\$0.00	
Third Inspection - After expiration of an Order to Comply given on the second inspection, the third and all subsequent inspections will be undertaken to determine if deficiencies noted on previous inspections have been corrected. Deficiencies are noted on an Order to Comply left at the site.	\$115.90	
Where it has been determined that work or development permitted pursuant to the Tree Protection Bylaw has not been satisfactorily completed, the following fees shall apply with respect to inspections:		
Inspection relating to tree protection barrier, retained tree or replacement tree	\$115.90	
Inspection to determine compliance with tree permit or bylaw	\$115.90	
The environmental compensation fee payable pursuant to section 15(b) of the Tree Protection Bylaw	\$538.40	
Installation of Street Tree(s)	\$706.00	

Amended by: 7365 7516 7581 7632 7691 7740 7794 7814 7871 7911 7917 7960 8020 8037 8088 8143

## Schedule C

### PARKS AND RECREATION FEES

<b>Cates Park Boat Launch</b>		
Annual Pass – non-resident	\$248.57	
Annual Pass – resident	\$162.38	
Daily Launch	\$18.95	

<b>Gallant Wharf – Prepaid Moorage Rates/Foot</b>		
Winter		
Monthly	\$7.81	
3 Months	\$22.10	
6 Months	\$40.10	
Summer		
Monthly	\$10.57	
3 Months	\$29.62	
6 Months	\$52.67	

<b>Gallant Wharf Ticket Machine Rates</b>		
Rate (Up to 16 ft.)		
2 hour	\$3.48	
6 hour	\$11.29	
12 hour	\$22.76	
Rate (Over 16 ft. up to 20 ft.)		
2 hour	\$4.43	
6 hour	\$13.14	
12 hour	\$26.38	
Rate (Over 20 ft. up to 24 ft.)		
2 hour	\$4.95	
6 hour	\$14.81	
12 hour	\$29.57	
Rate (Over 24 ft. up to 28 ft.)		
2 hour	\$5.38	
6 hour	\$16.48	
12 hour	\$32.86	
Rate (Over 28 ft. up to 32 ft.)		
2 hour	\$6.10	
6 hour	\$18.10	
12 hour	\$36.24	
Rate (Over 32 ft. up to 36 ft.)		
2 hour	\$6.62	
6 hour	\$19.76	
12 hour	\$39.52	

<b>Picnic Events</b>		
Covered Shelter 100+ people – 4 hours	\$117.14	
Covered Shelter 60 people – 4 hours	\$92.86	
Covered Shelter 40 people or less – 4 hours	\$67.62	



<b>Lynn Canyon Park</b>		
Buses 24 seats and under	\$26.40	for two hours
Buses 25 seats and over	\$45.40	for two hours
Annual Bus Pass - (24 seats and under)	\$891.30	per bus per year
Annual Bus Pass - (25 seats and over)	\$1,222.60	per bus per year

<b>Ecology Centre</b>		
Eco-Quest, Forest Quest Activity (Individual)	\$2.50	
Individual Programs	\$8.25	
Children's Mini-Camps	\$66.00	
Birthday Parties 10 students (price per group)	\$132.00	
Groups		
Students age 3 to 12 (12 students or less)	\$71.00	
Students age 3 to 12 (13 to 30 students)	\$125.00	
Students age 13 to adult (12 students or less)	\$81.00	
Students age 13 to adult (13 to 30 students)	\$155.00	
Students age 13 to adult (31 to 45 students)	\$225.00	

<b>Maplewood Farm</b>		
Adult	\$7.43	
Child/Senior	\$4.48	
Peak Period (Adult)	\$8.62	
Peak Period (Child)	\$5.62	
Special Events (Adult)	\$8.62	
Special Events (Child)	\$5.62	
Annual Family Membership	\$124.70	
Behind the Scenes General	\$23.90	
Behind the Scenes Member	\$12.52	
Pony Ride	\$94.81	per hour
Prepayment Plan		
Group size 0-8	\$123.48	
Group size 9-15	\$246.60	
Group size 16-25	\$369.90	
Group size 26-50	\$739.76	
Group size 51-75	\$986.33	
Group size 76-100	\$1,232.95	
Birthday Party Packages:		
Basic Room Rental	\$50.80	per hour
Themed Party Packages:		
Bronze Package	\$126.90	
Silver Package	\$203.00	
Gold Package	\$284.20	
Platinum Package	\$411.10	

Amended by: 7296 7365 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960 8020 8088  
8143

## Schedule D

### PROTECTIVE SERVICES FEES

<b>Fire Services Fees Pursuant to Fire Services Bylaw</b>		
Information requests	\$165.60	per civic address or request
<b>Fire Safety Plan</b>		
Initial review for new Fire Safety Plans	\$165.60	per hour or portion thereof, minimum one hour charge
Second review for new Fire Safety Plans	\$248.40	per hour or portion thereof, minimum one hour charge
Third and subsequent review for new Fire Safety Plans	\$331.20	per hour or portion thereof, minimum one hour charge
Annual review of existing Fire Safety Plans	\$54.90	
Charge to developer for DNV to develop a Pre-Fire Plan	\$817.90	
Review Pre-Fire Plans	\$165.60	per hour, minimum one hour charge
Charge for Pre-Fire Plans not submitted in format acceptable to DNV	\$331.20	
<b>Permit Fees</b>		
The fees hereinafter specified must be paid to the District by all applicants for any Permit required by this Bylaw, or under the Fire Code adopted by this Bylaw, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said Permit is required:		
For any installation of gasoline tanks, oil tanks, diesel tanks and dispensing pumps:		
2,300 L (500 I.G.)	\$15.50	
2,301-4,600 L (501-1,000 I.G.)	\$20.70	
4,601-23,000 L (1,001-5,000 I.G.)	\$32.10	
23,001-46,000 L (5,001-10,000 I.G.)	\$42.40	
46,001-115,000 L (10,001-25,000 I.G.)	\$63.10	
115,001-230,000 L (25,001-50,000 I.G.)	\$105.60	
230,001-460,000 L (50,001-100,000 I.G.)	\$158.40	
460,001-920,000 L (100,001-200,000 I.G.)	\$211.20	
920,001-2,300,000 L (200,001-500,000 I.G.)	\$264.00	
Each dispensing pump	\$10.40	
Inspections and installation of domestic and commercial oil burners:		
Each domestic installation	\$5.20	
Each commercial installation	\$10.40	

<b>North Vancouver RCMP Services</b>		
Criminal Record Check	\$57.50	
Criminal Record Check – Volunteers – Local Residents	\$0.00	
Police Certificate (Including prints if required)	\$57.50	
Fingerprints Taken (up to 2 sets – additional sets @ \$5.25 each)	\$57.50	
Local Police Records Checks	\$57.50	
Name Change Applications	\$57.50	
Taxi Permit Application/Annual Review	\$57.50	
Taxi-Biennial (2yr) Permit	\$115.00	
Taxi Permit (lost/replacement fee)	\$28.75	
MV 6020 – Motor Vehicle Accident Report	\$57.50	
Preliminary Collision/Traffic Analyst Report	\$57.50	
Full Collision/Traffic Analyst Report	\$600.00	
Field Drawing Reproduction	\$40.00	in addition to cost
Measurements	\$207.00	
Crash Data Retrieval Report	\$155.00	
Mechanical Inspection Report	\$57.50	in addition to cost
Police Reports	\$57.50	
Passport Letters	\$57.50	
Insurance Claim Letter	\$57.50	
Court Ordered File Disclosure (in addition to copying charge)	\$57.50	
Photographs (each – 4 x 6)	\$2.75	
Video Reproduction		
First hour	\$52.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$16.00	
Audio Reproduction		
First hour	\$52.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$5.00	
Forensic Video Analysis – Cost per hour	\$105.00	per hour
File Research – Cost per hour	\$50.00	per hour
Visa Application	\$57.50	
Security Licencing	\$57.50	
Photocopying charge per page	\$0.75	per page
Shipping Charge	\$5.00	in addition to cost
CD of Photographs	\$20.00	

Amended by: 7426 7434 7446 7581 7740 7814 7871 7917 7960 8020 8088 8143



## Schedule E

### LICENSING AND FILM FEES

<b>Filming</b>		
Park fee – per film day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$1,300.00	
Park fee – Half day rate maximum 12 Hrs– Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$950.00	
Park fee – prep/wrap per day – Cates Park, Lynn Canyon Park, Murdo Frazer Park and Cabin	\$650.00	
Large Park fee - per film day - all other large parks	\$850.00	
Large Park fee – Half day rate maximum 12 Hrs	\$650.00	
Large Park fee – prep/wrap per day	\$425.00	
Neighbourhood Park fee – per film day	\$430.00	
Neighbourhood Park fee – Half day rate maximum 12 Hrs	\$325.00	
Neighbourhood Park fee – Prep/wrap per day	\$215.00	
Commercial Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	\$260.00	
Park Liaison Fee per hour	\$68.00	per hour
RCMP per hour and member (Corporal)	\$115.00	per hour
RCMP per hour and member (Sergeant)	\$140.00	per hour
Fire Officer per hour	\$165.00	per hour
Firefighter per hour	\$132.00	per hour
Permit fee per location	\$240.00	
Street filming user fee	\$160.00	
On street parking per 100 ft. per day	\$60.00	
Signs (new and replacement) per sign	\$16.00	
Modification of existing signs (per sign)	\$5.50	
Fire Hydrant Usage per day	\$75.00	
Garbage disposal (as needed)	\$85.00	
<b>Animal Control and Welfare Licences</b>		
Spayed or neutered dog	\$28.00	annual fee
Not spayed or neutered dog	\$71.00	annual fee
Not spayed or neutered dog 3 to 6 months of age	\$28.00	
Spayed or neutered aggressive dog	\$83.00	
Fee increase – On or after February 1, in the current year, the annual fees contained in this table are increased by	\$10.00	
Fee reduction - On or after September 1, in the current year, the annual fees contained in this table shall be reduced by 50 percent where an owner provides satisfactory proof to the Collector that:		
the owner only established residency in the District of North Vancouver within 30 days of the application date; or,		
the dog, for which the licence is sought, was acquired by the owner within 30 days of the application date.		
Replacement licence	\$5.30	

<b>Impound and Maintenance</b>		
First Impoundment		
Licensed Dog	\$100.40	
Unlicensed Dog	\$165.60	
Second Impoundment within 365 days		
Licensed Dog	\$284.70	
Unlicensed Dog	\$284.70	
Subsequent Impoundment within 365 days		
Licensed Dog	\$528.00	
Unlicensed Dog	\$528.00	
Maintenance	\$26.90	per day
Additional Impound Fees for Aggressive Dogs (licensed or unlicensed) (These fees are in addition to the impound and maintenance fees set out above).		
First Impoundment	\$216.40	
Subsequent Impoundment	\$776.50	
Surrender Fees		
Spayed or Neutered Dog (requires proof of spayed/ or neuter)		
With Medical Records	\$88.00	
Without Medical Records	\$110.70	
Not Spayed or Neutered Dog		
With Medical Records	\$227.80	
Without Medical Records	\$227.80	
Spayed or Neutered Cat		
With Medical Records	\$56.90	
Without Medical Records	\$84.90	
Not Spayed or Neutered Cat		
With Medical Records	\$160.50	
Without Medical Records	\$184.30	
Additional Fee for a Non-Resident of the District	\$326.10	

<b>Adoption</b>		
Canines six months of age or older	\$217.40	
Canines up to six months of age	\$331.30	
Felines six months of age or older	\$139.80	
Felines up to six months of age	\$191.50	

<b>Annual Park Use Permit</b>		
Commercial Dog Walking Business - Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$579.80	
2	\$695.70	
3	\$816.90	
4	\$931.80	
Commercial Dog Walking Business - Not Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$859.30	
2	\$975.20	
3	\$1,101.60	
4	\$1,222.70	

<b>Annual Commercial Dog Walker Permit Fees</b>		
Annual Permit Fee	\$62.10	
Replacement Permit Fee (for name change)	\$31.60	

<b>Horsekeeping Permit</b>		
Impounding, transportation and maintenance		recovery of full cost
Horse Permit Application Fee (non-refundable)	\$124.20	

## **Fees For Business Licences**

### **Schedule of Licence Fees A**

Every person carrying on, maintaining, owning or operating within the municipality any business, trade, occupation, calling, undertaking or thing classified and set forth below shall pay to the municipality the amount of the licence fee set opposite to the business, trade, occupation, calling, undertaking or thing carried on, maintained, owned or operated by such person. The definitions in the Business Licence Bylaw 4567 apply to this bylaw.

Unless otherwise indicated the licence fee is for a twelve-month period - January 1<sup>st</sup> to December 31<sup>st</sup>.

#### **Group 1 Miscellaneous**

Aquaculture	Environmental Technologist
Advertising Agent	Funeral Parlour
Agent or Canvasser	Golf Driving Range/Golf Course
Auctioneer	Health Spa
Banquet Hall	Ice Rink
Bill Poster and Sign Company	Junk Yard
Book Agent	Publishing
Broker	Roller Rink
Crematorium	Ski/Chairlift/Tram
Dance Hall	Stevedoring
Employment Agency	Tennis/Racquet Clubs

#### **Licence Fee**

One or two persons engaged in the business	\$287.70	
Three to five persons engaged in the business	\$423.00	
Six to ten persons engaged in the business	\$571.90	
Eleven to twenty persons engaged in the business	\$707.30	
Each additional ten persons engaged in the business	\$221.60	
Maximum	\$4,485.10	

#### **Group 2 Financing and Various**

Banks	Mail Order
Financing Agent	Money Lenders
Guarantee or Bonding Company	Pawn Brokers
Investment Company	

#### **Licence Fee**

One to twenty-five persons engaged in the business	\$1,405.50	
Twenty-six to fifty persons engaged in the business	\$1,989.60	
Fifty-one to one hundred persons engaged in the business	\$2,544.70	
Each additional ten persons engaged in the business	\$287.70	
Maximum	\$4,485.10	



<b>Group 3 Professional Services</b>		
Accountant	Physiotherapist	
Architect	Podiatrist	
Barrister	Psychiatrist	
Chiropractor	Psychologist	
Dental Technician	Radiologist	
Dentist/Dental Surgeon	Registered Massage Therapist	
Engineer	Solicitor	
Lawyer	Surgeon	
Medical Practitioner or Specialist	Surveyor	
Notary Public	Veterinary Services	
Optometrist	Professional Services	
Orthodontist	Unclassified	
Physician		
Licence Fee		
One or two persons engaged in the business	\$287.70	
Three to five persons engaged in the business	\$802.40	
Six to ten persons engaged in the business	\$1,566.70	
Eleven to twenty persons engaged in the business	\$2,852.50	
Each additional ten persons engaged in the business	\$1,364.20	
Maximum	\$4,485.10	
<b>Group 4 Social Escort Services</b>		
Licence Fee	\$4,485.10	
<b>Group 5 Licenced Beverage Establishments</b>		
Liquor Primary Establishment		
For the first ten seats	\$789.00	
For each additional ten seats or any portion thereof	\$91.80	
To a maximum of	\$4,485.10	
Food Primary Establishment		
For the first ten seats	\$392.80	
For each additional ten seats or any portion thereof	\$28.00	
To a maximum of	\$4,485.10	

<b>Schedule of Licence Fees B</b>		
<b>Group 1 Areas</b>		
Rental Properties		
0 to 90 square metres	\$35.80	
Each additional 90 square metres or portion thereof	\$35.80	
Maximum	\$4,485.10	
Storage Areas		
0 to 1,860 square metres of ground space	\$421.90	
1,861 to 4,650 square metres of ground space	\$990.40	
4,651 to 7,440 square metres of ground space	\$1,500.70	
7,441 to 10,230 square metres of ground space	\$2,003.10	
10,231 to 13,020 square metres of ground space	\$2,507.90	
13,021 to 15,810 square metres of ground space	\$3,032.60	
15,811 to 18,600 square metres of ground space	\$4,485.10	
Each additional 2,790 square metres of ground space or portion thereof	\$348.00	

Maximum	\$4,485.10	
<b>Warehousing</b>		
0 to 930 square metres of floor space	\$623.30	
931 to 2,790 square metres of floor space	\$1,298.10	
2,791 to 4,650 square metres of floor space	\$1,989.60	
4,651 to 6,510 square metres of floor space	\$2,661.00	
6,511 to 8,370 square metres of floor space	\$3,335.90	
8,371 to 10,230 square metres of floor space	\$4,028.50	
10,231 to 12,090 square metres of floor space	\$4,476.20	
Each additional 1,860 square metres of floor space or portion thereof	\$556.20	
Maximum	\$4,485.10	
<b>Group 2 Units</b>		
<b>Licence Fee</b>		
Apartment	\$25.80	each space
Automobile Parking Lot	\$5.70	each space
Bed and Breakfast	\$76.10	each room
Billiard/Pool Hall	\$55.90	each table
Boarding House	\$13.40	each room
Bowling Alley	\$55.90	each alley
Coin Operated Coat Hanger Stands	\$29.10	each stand
Coin Operated Laundromat/Dry-Clean	\$16.80	each machine
Curling Rink	\$55.90	each sheet
Dormitory	\$13.40	each room
Hotel/Rooming House	\$13.40	each room
Mobile Canteen	\$221.60	each unit
Motel	\$25.80	each unit
<b>Marina</b>		
Up to 50 leased spaces	\$142.20	
51 to 100 leased spaces	\$220.50	
101 to 200 leased spaces	\$371.50	
201 to 300 leased spaces	\$502.50	
301 to 400 leased spaces	\$656.90	
401 to 500 leased spaces	\$792.30	
501 to 600 leased spaces	\$925.50	
601 to 700 leased spaces	\$1,078.70	
701 to 800 leased spaces	\$1,212.00	
801 to 900 leased spaces	\$1,362.90	
901 to 1,000 leased spaces	\$1,495.00	
Post Box Rental Agency	\$1.20	each post box
Theatre	\$1.20	each seat
Theatre - Drive-in	\$1.20	each stall
<b>Vending Machine Fee</b>		
Group 1 - no coin to operate	\$66.10	for each machine
Group 2 - \$0.06 to \$0.25 to operate	\$35.80	for each machine
Group 3 - \$0.26 to \$0.99 to operate	\$71.70	for each machine
Group 4 - \$1.00 or more to operate	\$101.90	for each machine
Group 5 - music systems	\$101.90	for each machine
Group 6 - amusement machines	\$234.00	for each machine
Maximum	\$4,485.10	



<b>Group 3 Itinerants</b>			
<b>Licence Fee</b>			
Carnival	\$127.60	for each day	
Circus	\$127.60	for each day	
Concert Hall	\$66.10	for each day	
Dog or Cat Show	\$24.70	for each day	
Exhibition	\$66.10	for each day	
Horse or Pony Show	\$38.10	for each day	
Musical Attraction	\$66.10	for each day	
Promoter of Entertainment	\$127.60	for each day	
Promoter of Sporting Event	\$256.30	for each day	
Theatrical Show (when held in other than a duly licenced theatre)	\$14.60	for each day	
Other form of itinerant show, entertainment, amusement or exhibition	\$66.10	for each day	
Solicitation for Charity	\$5.70	for each day	
Film Production (Non-Resident Business)	\$27.00	annually	

<b>Schedule of Licence Fees C</b>			
<b>Group 1 Contractors</b>			
Acoustical	Intercommunications		
Air Conditioning	Lawn Irrigation		
Alarm Systems	Land Clearing		
Arborite (Counter Tops)	Landscape/Gardening		
Blacktopping	Land Surveyors		
Blasting	Locksmith		
Brickwork/Masonry	Logging		
Building	Machine Shop		
Bulldozing	Marble		
Cabinets and Vanities	Millwork		
Caulking	Overhead Doors		
Ceramic Tile	Painting		
Cement Finishing	Paving		
Concrete	Plastering/Stucco		
Crane Service	Power Sweeping		
Cutting and Coring	Plumbing		
Demolition	Refrigeration		
Disposal Service	Road Marking		
Ditching	Roofing		
Door Sales/Installation	Sandblasting		
Draft Sealing	Sanitary		
Drainage	Sash and Door		
Drilling	Siding		
Drywall	Sign Painter		
Electrical	Sprinkler		
Electronics	Structural/Reinforcing Steel		
Elevator/Skip Hoist	Tree Service		
Excavating/Backfill	Upholstery		
Fencing	Ventilation		
Finish Carpentry	Waterproofing		



Flooring	Weatherproofing
Framing	Welding
General Contractor	Window Sales/Installation
Glazing	Wrecking
Hauling	Wrought Iron
Insulation	
<b>Licence Fee</b>	
One or two persons engaged in the business	\$141.00
Three to five persons engaged in the business	\$286.40
Six to ten persons engaged in the business	\$423.00
Eleven to twenty persons engaged in the business	\$707.30
Each additional ten persons engaged in the business	\$286.40
Maximum	\$4,485.10
<b>Group 2 Services</b>	
Accounting Services	Insurance Agency
Appraisal Services	Interior Decorator
Auditing Services	Junk Pick-Up Services
Audio/Video Production	Manufacturer's Agent
Auto Accessories Sales/Installations	Marine Service
Auto Marine Towing	Marine Service Station
Automobile Body Repair Shop	Marketing
Automobile Reconditioning/Polishing	Mobile Hairdressing
Automobile Service (Mobile)	Office Equipment Services
Automobile Services Garage	Pedlars/Hawkers/Hucksters
Automobile Service Station	Pest Control
Bookkeeper/Stenographer	Pet Services
Business Office	Photographer
Collection Agent	Property Management
Commercial Art	Real Estate Sales
Commercial/Industrial Sales	Recording Studio
Computer Services	Representatives
Consulting Service	Research Laboratory
Courier Service	Restoration Services
Disco Music Service	Security Services
Distributors	Swim School
Dog-walking Business	Tanning Studios
Drafting and Design Services	Telephone Equipment
Driving School	Sales/Service
Electro-plating/polishing	Tire Sales and Service
Equipment rental	Transfer/Express Company
Fuel Dealer	Vacuum Cleaner
Gold/Silversmiths	Sales/Services/Installation
Gym/Steam Baths	Vehicle Repair
Importers/Exporters	Vehicle Undercoating
Instrument Sales/Service	Vehicle/Boat Rental
	Weight Control Services
	Wheel Alignment
	Word Processing

Licence Fee		
One or two persons engaged in the business	\$167.90	
Three to five persons engaged in the business	\$303.30	
Six to ten persons engaged in the business	\$453.30	
Eleven to twenty persons engaged in the business	\$742.00	
Each additional ten persons engaged in the business	\$303.30	
Maximum	\$4,485.10	
<b>Group 3 General</b>		
Appliance Repair	Music School	
Boat Builders/Repairs	Nursing Home	
Boat/Bus Charter	Oil Storage Depot	
Boiler Sales/Service	Outboard Motors Sales/Service	
Booming Ground	Piano Tuning/Repairs	
Business College or Trades School	Plating	
Carpet Cleaners	Pressure Cleaning	
Carpet Sales/Installation	Private Hospital	
Caterer	Printer	
Child Care Facilities	Processor	
Chimney Sweep	Pumps Sales/Service/Installation	
Dancing Academy	Public Stenographer	
Dental Mechanic	Recycling	
Dressmaker	Riding Academy	
Equipment Sales/Service/Installation	Salvage	
Film Production	Shipyards	
Fire Extinguishers Sales/Service	Spray Services	
Fireplace Sales/Installation	Storage Facility	
Furniture Stripping/Finishing	Taxi Services	
Gas, Oil, Installations	Teacher	
General Household Repairs	Tool Makers	
Grain Storage	Telephone Answering Service	
Heavy Duty Equipment, Sales/Service	Tour/Guide Services	
Hobby Beer and Wine Making Establishment	T.V./Radio Repairs/Service	
Home Crafts	Towel/Uniform Service	
Janitorial Service	Underwater Services	
Machinery Sales/Service Installation	Vacuum Cleaner Service	
Masseur	Venetian Blinds Sales/Service	
Mechanical Repairs	Watch Repair	
Milk and Delivery Sales	Wholesaler	
Manufacturer	Wood Stove Sales/Installation	
Licence Fee		
One or two persons engaged in the business	\$141.00	
Three to five persons engaged in the business	\$286.40	
Six to ten persons engaged in the business	\$423.00	
Eleven to twenty persons engaged in the business	\$707.30	
Each additional ten persons engaged in the business	\$286.40	
Maximum	\$4,485.10	
Notwithstanding the number of persons engaged in a child care business, the fee payable shall not exceed \$141.00.		

**Registered Society**

Adult Care Facilities (includes facility in a Single Family Residential Unit)
Child Care Facilities (includes facility in a Single Family Residential Unit)
Day Care
Hospitals
Schools
Places of Religious Worship
Business Office
The fee for operators in this section is \$0.

**Schedule of Licence Fees D****Group 1 Shops and Stores**

Aesthetician	Restaurant
Automobile Dealer	Retail Food Services
Barber	Retail Trader
Cleaner and Dryer	Recreation Vehicle Sales/Service
Hair Salon	Second-Hand Dealer
Laundry	Shoe Repair
Mobile Home Sales/Service	Tailor
Marine Sales and Chandlery	Travel Agent
Nail Salon	Truck/Trailer Sales/Service
Photographic Studio	Video Rentals/Sales

**Licence Fee**

First 70 square metres of sales, service, display and storage space or any portion thereof contained within the building	\$167.90	
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, up to 900 square metres	\$102.90	
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, in excess of 900 square metres	\$42.50	
Each 90 square metres or portion thereof of outside ground storage area adjacent to the building	\$15.60	
Maximum	\$4,485.10	

**Schedule of Licence Fees E****Group 1 Unclassified**

Every person carrying on within the Municipality any business, trade, employment, occupation, or calling not hereinbefore enumerated, shall pay to the Municipality a fee as follows:

One or two persons engaged in the business	\$141.00	
Three to five persons engaged in the business	\$286.40	
Six to ten persons engaged in the business	\$423.00	
Eleven to twenty persons engaged in the business	\$707.30	
Each additional ten persons engaged in the business	\$286.40	



Maximum	\$4,485.10	
Re-Inspection Fee	\$82.80	

#### **Schedule of Licence Fees F**

There is no Schedule of Licence Fees F

#### **Schedule of Licence Fees G**

The fee payable by any person for an Inter-Municipal Business Licence is the fee applicable to the specific category of business plus an administration fee of \$60.00

The categories of businesses which are eligible for an Inter-Municipal Business Licence are:

Acoustical	Janitorial Service
Air Conditioning	Land Clearing
Alarm Systems	Landscape/Gardening
Alterations and Repairs	Land Surveyors
Appliance Repair	Lathing
Arborite (Counter Tops)	Locksmith
Architects	Logging
Awnings	Marble
Blacktopping	Mechanical/Mechanical Equipment Installation
Blasting	Metal Worker
Brickwork/Masonry	Millwork
Building	Moving (Building)
Building Movers	Oil Worker
Bulldozing	Ornamental Ironwork
Cabinets	Painting/Decorating
Cable Installation	Paving
Carpenter	Pest Control
Carpet Cleaner	Pile Driving
Caulking	Pipe Bending and Fabricating
Cement Finishing	Pipeline
Chimney Service	Plastering/Stucco
Cladding	Plastic
Concrete	Plumbing
Concrete Pumping	Power Sweeping/Vacuum
Construction Manager	Pressure Washing
Crane Operator	Pump Maintenance/Installation
Cutting and Coring	Rails
Decking	Refrigeration
Demolition	Reinforcing Steel
Disposal Service	Restoration
Ditching	Road Builders
Diving	Roofing
Doors - Overhead, etc.	Sandblasting
Draft Sealing	Sanitary
Drainage	Saunas
Drilling	Scaffolding
Drywall/Plasterer	Security and Alarms
Electrical	Sewers
Electronics	Sheet Metal

Elevator/Skip Hoist	Shingler
Engineers	Shoring
Excavating/Backfill	Siding
Fabricating (Metal)	Signs - all
Fencing	Skylights
Fibreglassing	Sprinkler
Finish Carpentry	Steamfitters
Fireplaces (non-masonry)	Steel Erection
Fireproofing	Store Fixtures and Decorations
Flagging Services/Traffic Control	Swimming Pools
Flooring	Tanks
Framing	Terrazzo
Furnace Repair	Tile
Gas	Toilet Partitions/Shelving
General Household Repair/Handyman Service	Tree Service
Glazing	Upholstering
Gutters	Ventilation
Hauling	Waterproofing
Heating/Sheet Metal	Weatherproofing
Inspection Services	Welding
Insulation	Wood Preserving
Intercommunications	Wood Stove Installer
Iron Worker	Wrecking
Irrigation	Wrought Iron

#### **Licence Transfer Fees**

Where any licence or licences is or are transferred, a fee equal to 20% of the total fee for such a licence or licences shall be charged except that the minimum fee for a transfer is \$47.00.

Amended by: 7365 7433 7632 7691 7740 7794 7814 7856 7871 7917 7960 8020 8035 8088 8143

## Schedule F

### TRANSPORTATION FEES

<b>Permit</b>		
Activities on Road Allowance due to adjacent Development	\$115.00	+0.50/m <sup>2</sup> /day
Storage of Waste Disposal Bins on Road Allowance	\$49.00	+\$15/week
Special Highway Use Permit fee:		
(i) First occurrence	\$1,523.00	per each 12 hours
(ii) Second occurrence	\$3,045.00	per each 12 hours
(iii) Third and any subsequent occurrences	\$5,075.00	per each 12 hours
Any other Construction on Road Allowance	\$64.00	per occurrence
Special Events, Filming and Community Signs	\$42.00	per occurrence
Highway Use Permit (block watch party)	\$0.00	
Highway Construction and Planting Permit	\$125.00	
Newspaper Box Permit	\$45.00	
Resident Parking Only Decal	\$27.14	

<b>Signage</b>		
Way-finding signage (design, manufacture and installation)	\$316.00	

<b>Removal and Detention of Chattels and Obstructions</b>		
The following fees, costs and expenses shall be paid by the owner of any chattel or obstruction removed, detained or impounded under this Bylaw:		
Removal of construction materials, furnishings, newspaper boxes, portable toilets, shopping carts, and other small items:		
Per person per hour	\$79.00	per hour
Per hour if excavating or lifting equipment required	\$137.00	
To Detain Per Day	\$11.00	per m <sup>3</sup>
Removal of Industrial Waste Container, Construction Trailer, Portable Building and other large items:		
To Remove	\$1,159.00	
To Detain Per Day	\$79.00	

Amended by: 7794 7814 7856 7871 7917 7960 8020 8088 8099 8134 8143



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 7/15</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

 Dept. Manager	 GM/ Director	 CAO
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## The District of North Vancouver REPORT TO COUNCIL

November 18, 2015  
File: 05.1930

**AUTHOR:** Elio Iorio, Manager Revenue and Taxation

**SUBJECT:** Development Cost Charge Rate CPI Adjustment – Bylaw Amendment 5

**RECOMMENDATION:**

“THAT Development Cost Charges Bylaw 7135, 2000, Amendment Bylaw 8155, 2015 (Amendment 5)” – is given FIRST, SECOND, and THIRD reading on recommendation from the Finance and Audit Standing Committee;

AND THAT the Municipal Clerk be directed to file a copy of Bylaw 8155 with the Inspector of Municipalities following adoption.

**REASON FOR REPORT:**

Best practices recommend that development cost charge programs incorporate a yearly adjustment to development levies to ensure the program is protected from a general rise in inflation costs. Our yearly review process of fees and charges will now incorporate the addition of the Vancouver consumer price index increase to development cost levies as specified through legislation.

**TIMING/APPROVAL PROCESS:**

Updated rates require approval prior to year-end for an effective date of January 1<sup>st</sup>, 2016. The final report is scheduled for adoption at the Regular Council meeting on December 14, 2015.

**Financial Impacts:**

See attached report.

Respectfully submitted,



Elio Iorio  
Manager Revenue and Taxation

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

**Bylaw 8155**

**A bylaw to amend Development Cost Charges Bylaw 7135**

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

**1. Citation**

This bylaw may be cited as "Development Cost Charges Bylaw 7135, 2000, Amendment Bylaw 8155, 2015 (Amendment 5)".

**2. Amendments**

2.1 Development Cost Charges Bylaw 7135, 2000 is amended as follows:

- a) Schedule A, Development Cost Charges Applicable to The District of North Vancouver, is deleted in its entirety and replaced with a new Schedule A, Development Cost Charges Applicable to The District of North Vancouver, as set out in Schedule 1 to this Bylaw.

**3. Effective Date**

The effective date of this bylaw is January 1, 2016.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule 1 to Bylaw 8155

### Schedule A

#### Development Cost Charges Applicable to The District of North Vancouver

CLASS OF LAND USE	ROADS	SANITARY SEWERS	WATER WORKS	DRAINAGE	PARKS	TOTAL DCCs RECOVERABLE
<b>SINGLE FAMILY RESIDENTIAL USE per dwelling unit</b>	\$4,630.07	\$2,106.11	\$2,482.32	\$4,256.79	\$2,233.53	<b>\$15,708.82</b>
<b>RESIDENTIAL MULTI-FAMILY USE, GROUND ORIENTED per square metre of gross floor area</b>	\$25.80	\$16.32	\$19.24	\$14.44	\$17.31	<b>\$93.11</b>
<b>RESIDENTIAL MULTI-FAMILY USE, APARTMENT per square metre of gross floor area</b>	\$30.52	\$17.00	\$20.04	\$13.02	\$18.02	<b>\$98.60</b>
<b>COMMERCIAL USE per square metre of gross floor area</b>	\$36.32	\$6.32	\$7.45	\$7.74	\$1.00	<b>\$58.83</b>
<b>INDUSTRIAL USE per square metre of gross floor area</b>	\$22.70	\$5.61	\$6.61	\$7.74	\$0.52	<b>\$43.18</b>
<b>INSTITUTIONAL USE per square metre of gross floor area</b>	\$18.15	\$4.21	\$4.96	\$8.84	\$0.56	<b>\$36.72</b>

# **The District of North Vancouver**

## **SUPPLEMENTAL INFORMATION REPORT**

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### **BACKGROUND:**

In early 2013 Council approved a new development cost charge bylaw that identifies levies required to recover development costs for new infrastructure related with growth. Increases to DCC rates can be necessary if major rate reviews are not undertaken regularly. A comprehensive review of the rates requires a detailed evaluation of long range development plans in accordance with the OCP and corresponding infrastructure and parks capital programs. To mitigate one time substantial rate increases that will impact the development community annual consumer price index (CPI) increases can be applied. Utilizing CPI adjustments moving forward ensures the DCC program will be protected from factors related to general inflation while also safeguarding the integrity of the development program.

### **ANALYSIS:**

Recommended best practices suggest that minor amendments to a DCC bylaw should be made annually to reflect changes in construction costs, land purchase values, and the status of government supplied grants. A full process review of each of the variables utilized to generate the applicable levies is resource intensive and complex to complete yearly. To ease the burden of completing this undertaking, B.C. Reg. 130/2010 (attached) allows Council to approve an amendment to rates once each year, for up to four years after adoption of a newly reviewed bylaw. An amendment of this accord does not require approval of the Inspector of Municipalities as long as the amended increase does not exceed the Vancouver consumer price index as published by Statistics Canada.

The ability to adjust DCC rates on a yearly basis provides benefits to the overall program. In maintaining with inflation the development community will have continued certainty around DCC rates that could change moderately when a full review occurs. A comprehensive review could be undertaken once every five years with the knowledge those significant changes would be alleviated. The overall foundation of the program would be strengthened with the inclusion of general inflation keeping pace with the increasing demands on construction and labour costs. An annual amendment remains at the discretion of Council and can be considered yearly based on current circumstances and conditions present.

### **Timing:**

Pursuant to the provisions of the Regulation 130/2010 amendments to the bylaw to include CPI increases can be implemented once each year for up to 4 years preceding the next comprehensive review undertaken. For information purposes copy of the Bylaw amendment must be filed with the Inspector of Municipalities upon adoption.

### **Financial Impacts:**

The financial impacts depend on the level of general inflation experienced in the Vancouver Area and the level of development activity occurring in the District. Based on the combined Vancouver consumer price index of 1.3% for both 2013 and 2014 and the average yearly DCC collections since 2013, the CPI impact is estimated at \$24,700 per year. It is recommended that development levies be adjusted annually as part of our routine yearly fees and charges review to offset the cost of inflation and provide certainty to developers constructing within the District.

## DEVELOPMENT COST CHARGE AMENDMENT BYLAW APPROVAL EXEMPTION REGULATION

130/2010

B.C. Reg. 130/2010

[deposited June 4, 2010]

### *Contents*

1. Definitions
2. Exemption – approval of development cost charge bylaws

[Provisions of the *Community Charter*, SBC 2003, c. 26, relevant to the enactment of this regulation: section 280 (2) and (3)]

### Definitions

1. In this regulation:

**"British Columbia consumer price index"** means the annual average All-items Consumer Price Index for British Columbia, as published by Statistics Canada under the authority of the *Statistics Act* (Canada) for the previous calendar year;

**"development cost charge amendment bylaw"** means a bylaw that changes the amount of a development cost charge specified in a development cost charge bylaw;

**"Vancouver consumer price index"** means the annual average Consumer Price Index for Vancouver, as published by Statistics Canada under the authority of the *Statistics Act* (Canada) for the previous calendar year;

**"Victoria consumer price index"** means the annual average Consumer Price Index for Victoria, as published by Statistics Canada under the authority of the *Statistics Act* (Canada) for the previous calendar year.

### Exemption – approval of development cost charge bylaws

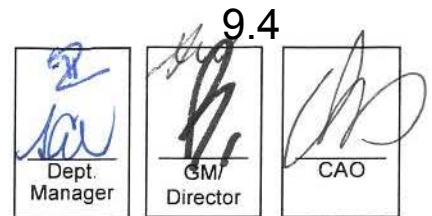
2. (1) Subject to subsections (2) and (3), a development cost charge amendment bylaw is exempt from the approval requirement in section 937 [adoption procedures for development cost charge bylaw] of the *Local Government Act* if
  - (a) the bylaw changes the amount of one or more development cost charges once in a 12 month period after the date of the adoption of the bylaw, and
  - (b) the change in the amount of the development cost charge does not exceed
    - (i)



- in respect of a municipality in the Greater Vancouver Regional District or Fraser Valley Regional District, the percentage change in the Vancouver consumer price index,
  - (ii) in respect of a municipality in the Capital Regional District, the percentage change in the Victoria consumer price index, or
  - (iii) in respect of a municipality located anywhere else in British Columbia, the percentage change in the British Columbia consumer price index.
- (2) A local government may make use of an exemption under subsection (1) once each year for up to 4 years from
- (a) the date of the adoption of a development cost charge bylaw approved by the inspector, or
  - (b) the date of the adoption of a bylaw approved by the inspector that amends a development cost charge bylaw.
- (3) A copy of a development cost charge amendment bylaw under subsection (1) must be filed as soon as is reasonable with the inspector after the bylaw has been adopted.

[Provisions of the *Community Charter*, SBC 2003, c. 26, relevant to the enactment of this regulation: section 280 (2) and (3)]

AGENDA INFORMATION	
<input type="checkbox"/> Regular Meeting	Date: _____
<input type="checkbox"/> Committee of the Whole	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 20, 2015  
File: 09.3900.01/000.000

**AUTHOR:** Carol Walker, Chief Bylaw Officer and  
Elio Iorio, Manager Revenue and Taxation

**SUBJECT:** **Street and Traffic Fines, Discount and Penalty Structure and Housekeeping Amendments to the Bylaw Notice Enforcement Bylaw 8154, Amending Bylaw 27**

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### RECOMMENDATION:

THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8154, 2015 (Amendment 27)" is given FIRST, SECOND, and THIRD reading.

### REASON FOR REPORT:

After the completion of a review of fines within the *Street and Traffic Bylaw*, an increase to fines for existing offences is recommended. Comparison of fines to other municipalities details an increase is necessary to ensure penalties for infractions remain effective in encouraging compliance with bylaws. Moreover, research supports the implementation of a new discount and late payment penalty structure that will encourage early payment of violations and discourage delinquency for all infractions. The Finance and Audit Standing Committee reviewed this proposal on January 15, 2015 and recommended a bylaw amendment be created for Council's consideration. Some general housekeeping amendments to this bylaw are also included.

### EXISTING POLICY:

*Local Government Bylaw Notice Enforcement Act*, s. 2, provides Council with the authority to determine penalties and include offences from the District's regulatory bylaws which may be enforced by bylaw notice under the District's *Bylaw Notice Enforcement Bylaw*. Pursuing enforcement with a bylaw notice under the shared service of the "North Shore Bylaw Notice Dispute Adjudication Registry" dispute process is preferable to writing tickets under the MTI process where any disputed ticket must be heard in Provincial Court.

**SUBJECT: Street and Traffic Fines, Discount and Penalty Structure and Housekeeping Amendments to the Bylaw Notice Enforcement Bylaw 8154, Amending Bylaw 27**

November 20, 2015

Page 2

**ANALYSIS:**

**Street and Traffic Bylaw Fine Increase and Discount/Penalty Structure:**

Street and Traffic fines have not increased since 2009. The proposed increased fines for offences from the *Street and Traffic Bylaw*, along with a revised discounted and late penalty amounts for all bylaw fines administered under the *Bylaw Notice Enforcement Bylaw* are listed in Schedule A of the *Bylaw Notice Enforcement Bylaw* (Attached).

Table 1 below displays a comparison of the District's current and proposed penalties of the more common offences. Proposed fine amounts generally increase in the range of \$15 to \$40 depending on the severity of the infraction. Proposed discounts increase in the range of \$10 to \$20. Research evidences establishing a set discount encourages early payment of fines. Based upon the level of the infraction, late payment fines increase \$30 to \$85 to incentivize early payments and discourage delinquency.

Table 2 shows a comparison of the common offences of neighbouring north shore municipalities and adjacent cities. The proposed discounted fines are higher than neighbouring CNV and DWV (CNV fines were last increased in 2011 while DWV were last reviewed in 2012), but are in alignment with discounted fines charged in other municipalities. The proposed penalty fines are generally higher than other municipalities, but indicative of our new strategy to encourage timely payment of fines. The City of Vancouver fines are slightly higher but are representative of a system that already incorporates an assertive and consistent penalty structure.

**Table 1. DNV Current and Proposed Penalties:**

	Current			Proposed		
	Penalty Amount	Discounted Penalty (pay in 14 days)	Late Payment (pay after 28 days)	Penalty Amount	Penalty discounted with 25% (pay in 14 days)	Late Payment 50% increase (pay after 28 days)
Offence						
In excess of time limit displayed	\$45	\$35	\$60	\$60	\$45	\$90
Contrary to Traffic Control Device	\$45	\$35	\$60	\$75	\$55	\$115
In front of or within 2m of a Driveway	\$45	\$35	\$60	\$75	\$55	\$115
Within 5m of a fire hydrant	\$45	\$35	\$60	\$75	\$55	\$115
Contrary to Disabled Parking Zone	\$90	\$80	\$110	\$130	\$100	\$195



**SUBJECT: Street and Traffic Fines, Discount and Penalty Structure and Housekeeping Amendments to the Bylaw Notice Enforcement Bylaw 8154, Amending Bylaw 27**

November 20, 2015

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**Table 2. Comparison of Other Municipalities' Fines:**  
(shown as "discounted / penalty / late")

Offence	Proposed DNV Penalty	City of North Van	Dist. of West Van	City of Vancouver	City of Burnaby	City of Richmond	City of New Westminster
In excess of time limit displayed	45/60/90	40/50/80	35/45/60	35/70/105	40/50	35/50/75	50/80/105
Contrary to Traffic Control Device	55/75/115	40/50/80	35/45/60	50/100/150	64/80	45/70/95	50/80/105
In front of or within 2m of a Driveway	55/75/115	40/50/80	35/45/60	50/100/150	64/80	45/70/95	50/80/105
Within 5m of a fire hydrant	55/75/115	40/50/80	70/80/100	50/100/150	64/80	45/70/95	50/80/105
Contrary to Disabled Parking Zone	100/130/195	90/100/130	180/200/230	50/100/150	64/80	65/110/135	50/80/105

Adjustment of fine structure for all bylaws:

The implementation of the proposed fine structure will provide further incentive to pay within the 14 day early payment period and likewise discourage delinquency. The shift from the current modest fixed discount and penalty per fine to a set percentage across all fine levels provides for a more fair and consistent structure. A consistent discount/penalty structure designed to maximise collection of fines is proposed for all fines under the Bylaw Notice Enforcement Bylaw with a:

- discount of 25% for early payment of fines, and
- added late payment "penalty" surcharge of 50% if not paid after 28 days

It is anticipated that a new discount/penalty system will encourage prompt payment of fines and improve overall collection rates that will support the administrative cost for collections. The proposed structure has been reviewed and recommended by the Finance and Audit Standing Committee in early 2015. Copy of the report to the Finance and Audit Committee detailing the proposed 25% discount, 50% penalty option is attached for reference.

Housekeeping amendments:

After the "pilot" period" in 2004, certain "simple" offences from other bylaws were added to the *Bylaw Notice Enforcement Bylaw*. Time has shown that most bylaw offences are appropriate to be heard at adjudication, and those previously deferred have been included in the current amending Schedule A. This is simply bringing the remaining existing offences in the individual bylaws into the *Bylaw Notice Enforcement Bylaw* so bylaw notices may be

**SUBJECT: Street and Traffic Fines, Discount and Penalty Structure and Housekeeping Amendments to the Bylaw Notice Enforcement Bylaw 8154, Amending Bylaw 27**

November 20, 2015

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written; there are no changes in the fine amounts, but these fines will receive the same application of the new discounted and late payment penalty fine structure.

Fines updated in the Waterworks Regulation Bylaw have been included in this bylaw to allow for enforcement under the adjudication system.

**Timing/Approval Process:**

Bylaw requires approval prior to year-end for an effective date of January 1<sup>st</sup>, 2016. Timing of approval is critical to allow for systems to be updated for fine increases and configuration of new discount/penalty structure. Adoption is scheduled at the Regular Council meeting on December 14, 2015.

**Financial Impacts:**

Using 2015 as a basis, a rise in revenue of \$43,000 is estimated due to the combined increase in fines and new discount/penalty structure. A standardised discount/penalty structure across all offences will be more equitable than the current structure, while also providing an incentive for timely payment of fines in-house rather than referring to our collection agency.

**Conclusion:**

The recommended fine increases will ensure that fines are at a level that will encourage compliance with bylaws, while the proposed discount/penalty structure provides greater incentive in encouraging timely payment of fines that will improve collection rates. Greater flexibility is present in this option as payment incentives are provided throughout the entire collection process including the collection phase.

Respectfully submitted,



Carol Walker  
Chief Bylaw Officer



Elio Iorio  
Manager Revenue and Taxation

**REVIEWED WITH:**

- ☐ Sustainable Community Dev. \_\_\_\_\_
- ☐ Development Services \_\_\_\_\_
- ☐ Utilities \_\_\_\_\_
- ☐ Engineering Operations \_\_\_\_\_
- ☐ Parks \_\_\_\_\_
- ☐ Environment \_\_\_\_\_
- ☐ Facilities \_\_\_\_\_
- ☐ Human Resources \_\_\_\_\_



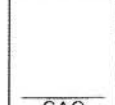
- ☐ Clerk's Office \_\_\_\_\_
- ☐ Communications \_\_\_\_\_
- ☐ Finance \_\_\_\_\_
- ☐ Fire Services \_\_\_\_\_
- ☐ ITS \_\_\_\_\_
- ☐ Solicitor \_\_\_\_\_
- ☐ GIS \_\_\_\_\_
- ☐ Real Estate \_\_\_\_\_

**External Agencies:**

- ☐ Library Board \_\_\_\_\_
- ☐ NS Health \_\_\_\_\_
- ☐ RCMP \_\_\_\_\_
- ☐ NVRG \_\_\_\_\_
- ☐ Museum & Arch. \_\_\_\_\_
- ☐ Other: \_\_\_\_\_



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

 Dept Manager	 GM/ Director	 CAO
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## The District of North Vancouver

### REPORT TO FINANCE AND AUDIT STANDING COMMITTEE

December 16, 2014

File:

**AUTHOR:** Elio Iorio, Manager Revenue and Taxation

**SUBJECT:** Bylaw Ticket Discount and Penalty Structure

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#### **RECOMMENDATION:**

"That Staff bring forward to Council an amendment to the Bylaw Notice Enforcement Bylaw consistent with the proposed option for fine discounts and penalties."

#### **OVERVIEW:**

The Collection Agency Review completed by the Audit and Business Process Advisor provided insight into the District's effectiveness in the collection of bylaw tickets. The offering of discounts and the imposition of penalties are mechanisms by which we encourage early payment of infractions and discourage delinquency. The current antiquated discount/penalty structure needs to be refreshed to ensure that the right incentives are in place to ensure bylaw compliance, acceptable collection rates and minimal administrative costs.

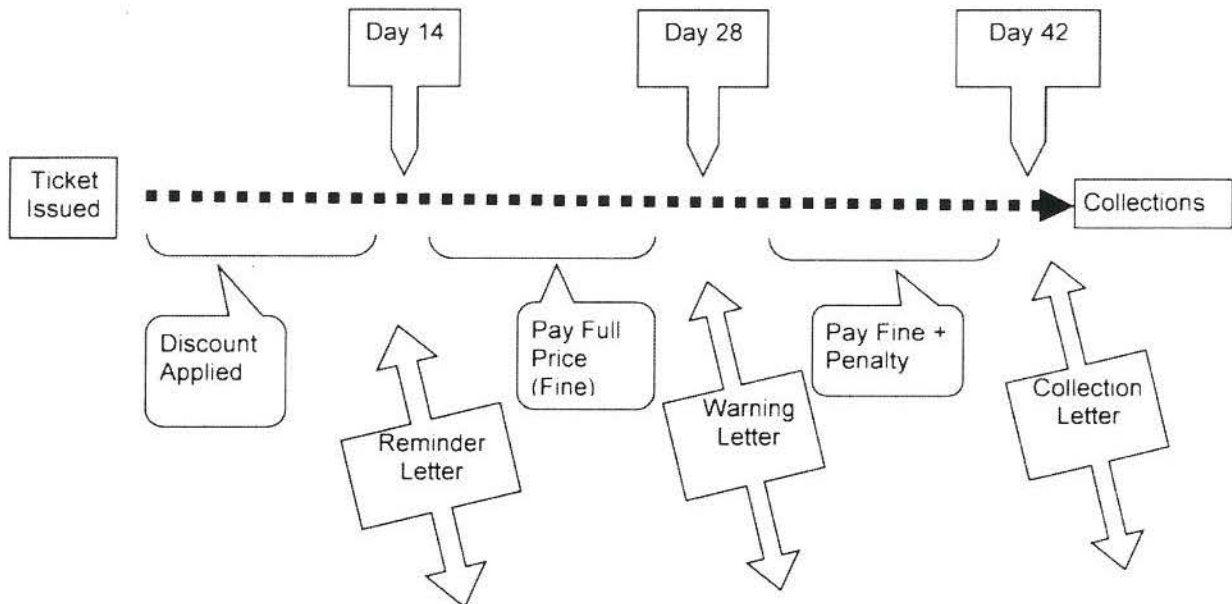
#### **SUMMARY:**

Approximately 30% of tickets issued become delinquent and are forwarded to a collection agency. This is after District staff has spent a considerable amount of resources trying to collect directly and sending collection warning letters. The success rate on collection is low (approximately 25%) and attracts a 25% commission from the collection agency. The District is unable to achieve better collection results despite its own efforts and that of the collection agency.

Common offences currently have a fixed discount and/or penalty amount which results in lower fines receiving a higher discount and/or penalty in percentage terms. This leads to inequity within the bylaw enforcement program. We have reviewed the current bylaw fine structure to determine if variations to discounts and penalties can be effective in improving collection rate and encouraging more timely payment of bylaw fines.

The diagram below illustrates the timeline and steps of the current collection process:

Current Ticketing Process:



**CURRENT DISCOUNTS:**

Standard discount amounts for payment of tickets within the 14 day limit are currently \$10. The discount does not vary with the amount of the fine. For example a typical fine amount of \$45 will be eligible for a \$10 discount which is the same as for a \$90 fine which is issued for a more severe infraction. A discount structure with a fixed amount is inequitable and if set too low, provides little incentive to pay early for higher fines as a \$45 fine receives a 22% reduction if paid on time while a fine at \$90 receives only 11%.

**CURRENT PENALTIES:**

Standard penalty amounts range for \$15 to \$25. The penalty increases for higher fines but not proportionally. For example, a \$45 fine will receive a \$15 penalty (33% of the fine amount) while a \$90 fine will receive a \$20 penalty (22% of the fine amount). A penalty structure which is either too low or favourable to higher fines is inequitable and provides little incentive to pay a delinquent fine.

Current Statistics:

	% of All Tickets	Discount Payment	Fine Amount	Penalty Payment	Sent to Collections	Discount % of Fine Amount	Penalty % of Fine Amount
\$45 Fine	<b>71% of Tickets</b>	<b>\$35</b>	<b>\$45</b>	<b>\$60</b>	<b>\$60</b>	<b>22%</b>	<b>33%</b>
	% paid	56%	14%	6%	24%		
\$50 Fine	6% of Tickets	\$40	\$50	\$65	\$65	20%	30%
	% paid	48%	18%	8%	26%		
\$90 Fine	<b>15% of Tickets</b>	<b>\$80</b>	<b>\$90</b>	<b>\$110</b>	<b>\$110</b>	<b>11%</b>	<b>22%</b>
	% paid	41%	15%	7%	37%		
\$100 Fine	5% of Tickets	\$90	\$100	\$125	\$125	10%	25%
	% paid	36%	12%	7%	45%		
Other Fines	<b>3% of Tickets</b>						

**PROPOSED DISCOUNT/PENALTY STRUCTURE:**

Establishing a fair, equitable and consistent structure makes good business sense. Our research indicates that the City of Vancouver and the City of North Vancouver have revised their approach in the last few years and implemented new penalty structures to incentivize early payments and discourage delinquency.

**Recommended Option (25% / 50%)**

This approach sets a consistent discount of 25% for early payment for all fines. Penalty for late payment will be 50% of the fine amount. As per our models, ticket revenue would be expected to increase by \$10,000 (or a 4.6% increase) and the collection rate during the discount period to improve from 51% to 57%. The improvement is attributable to the combined effect of higher discounts and the adverse impact of the higher penalty. This approach would consider granting flexibility to the Collection Agency to negotiate a lesser penalty if it resulted in collection.

**Alternative Option (25% / 25%)**

This option normalizes the current variability in both discount and penalty amounts. An equal 25% for early payment and 25% of the fine amount for late payment provides a simple structure with a minor loss in revenue. As per our models, ticket revenue would be expected to decrease by 2.3% or approximately \$5,000 but the collection rate would still improve from 51% to 55%. The improvement is attributable to the effect of higher discounts but it is mitigated by a lesser penalty.



**CONCLUSION:**

Staff is seeking direction to prepare a recommendation to Council that reflects a 25/50 discount/penalty structure. This option achieves the objective of an equitable approach that encourages early payment of tickets and compliance to bylaws without reducing revenues. The District will benefit from increased efficiencies in staff time in preparing fewer reminder and warning letters, improved cash flow and the ability to recover full commission fees on tickets paid through the collection agency. Moreover, greater flexibility is present in this option as payment incentives are provided throughout the entire collection process including the collection phase.

Respectfully submitted,



Elio Iorio, Manager Revenue and Taxation

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

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

**Bylaw 8154**

**A bylaw to amend Bylaw Notice Enforcement Bylaw 7458**

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

**1. Citation**

This bylaw may be cited as "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8154, 2015 (Amendment 27)".

**2. Amendments**

2.1 Bylaw Notice Enforcement Bylaw 7458, 2004 is amended as follows:

- a) Schedule A, Designated Bylaw Contraventions and Penalties, is deleted in its entirety and replaced with a new Schedule A, Designated Bylaw Contraventions and Penalties, as attached to this bylaw as Schedule 1.

**3. Effective Date**

The effective date of this bylaw is January 1, 2016.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk



## Schedule 1 to Bylaw 8154

## Schedule A to Bylaw 7458 Designated Bylaw Contraventions and Penalties

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
<b>Building Regulation Bylaw 7353, 2003</b>						
4.13, 11.3.3	Interfered with building official's right of entry	150	115	225	NO	N/A
4.14, 5.2	Construction without building permit	150	115	225	NO	N/A
4.14, 5.2	Demolition without building permit	150	115	225	NO	N/A
4.15	Failure to have permit and supporting documents on site	100	75	150	NO	N/A
4.15	Failure to post placard	100	75	150	NO	N/A
4.16, 4.32	Unsafe site	300	225	450	NO	N/A
4.18, 11.3.9	Failure to post civic address	100	75	150	NO	N/A
4.27	Failure to comply with permit conditions	150	115	225	NO	N/A
4.28, 5.59	Failure to obtain an occupancy permit	150	115	225	NO	N/A
4.29	Unsafe condition	300	225	450	NO	N/A
4.31	Failure to clear all debris and fill	150	115	225	NO	N/A
4.33	Disturbed adjacent property without written approval	150	115	225	NO	N/A
5.2, 11.3.10	Change of use without building permit	150	115	225	NO	N/A
5.36, 5.39, 5.40, 10.21, 10.23, 10.25	Failure to obtain building official's written acceptance prior to concealing work	150	115	225	NO	N/A
5.43	Failure to stop work after a registered professional's services are terminated	150	115	225	NO	N/A
5.45	Stop Work Order violated	300	225	450	NO	N/A
5.48	Do Not Occupy Notice violated	300	225	450	NO	N/A
5.50	Permit expired violation	100	75	150	NO	N/A
5.58, 10.26, 11.3.2	Construction at variance with issued building permit and supporting documents	150	115	225	NO	N/A
5.67	Failure to provide or maintain a sanitary facility	100	75	150	NO	N/A
6.2, 6.4	Failure to enclose a pool, spa or hot tub	150	115	225	NO	N/A
6.3	Pool gate not self closing or self latching	150	115	225	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
6.5	Failure to maintain a cover, fence, gate or hardware in good order	150	115	225	NO	N/A
7.2	Construction or repair of a retaining wall without a permit	150	115	225	NO	N/A
7.5	Contravention of prohibition of stacked rock walls or rock armoured slopes	150	115	225	NO	N/A
9.1	Failure to display civic address	100	75	150	NO	N/A
10.4, 10.7, 10.8, 10.17	Plumbing work without mechanical permit	150	115	225	NO	N/A
10.4, 10.7, 10.8, 10.21	Heating work without mechanical permit	150	115	225	NO	N/A
<b>Business Licence Bylaw 4567, 1974</b>						
401	No business licence	100	75	150	NO	N/A
402	Failure to notify of changes	50	40	75	NO	N/A
403	Failure to post licence	50	40	75	NO	N/A
409	Untrue information	100	75	150	NO	N/A
418	Operating while suspended	100	75	150	NO	N/A
<b>Dog Tax and Regulation Bylaw 5981, 1988</b>						
8(a)	Fail to licence dog	150	115	225	NO	N/A
8(b)	Fail to display licence	50	40	75	NO	N/A
8(c)	Dog at large	100	75	150	NO	N/A
8(d)	Unlawful removal of licence	50	40	75	NO	N/A
8(e)	Unsafe keeping of diseased dog	100	75	150	NO	N/A
8(f)	Keeping more than three dogs	100	75	150	NO	N/A
8(g)	Dog in park	50	40	75	NO	N/A
8(h)	Leaving excrement	100	75	150	NO	N/A
8(i)	Abandon animal	200	150	300	NO	N/A
8(j)(i)	Fail to ensure dog does not bite person	300	225	450	NO	N/A
8(j)(ii)	Fail to ensure dog does not injure person	200	150	300	NO	N/A
8(j)(iii)	Fail to ensure dog does not harass or chase person in hostile fashion	200	150	300	NO	N/A
8(j)(iv)	Fail to ensure dog does not bite a domestic animal	200	150	300	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
8A(i)	Fail to leash or muzzle aggressive dog in public place: First offence; Second offence; Third and subsequent offences.	250 350 500	190 265 375	375 525 750	NO	N/A
8A(ii)	Fail to spay or neuter aggressive dog	200	150	300	NO	N/A
8A(iii)	Fail to securely confine aggressive dog: First offence; Second offence; Third and subsequent offences.	250 350 500	190 265 375	375 525 750	NO	N/A
8A(iv)	Fail to post sign indicating aggressive dog	100	75	150	NO	N/A
8A(v)	Owner of aggressive dog being under 19 years of age	200	150	300	NO	N/A
8A(vi)	Fail to have liability insurance for aggressive dog	200	150	300	NO	N/A
8.2	Fail to have commercial dog walker permit	300	225	450	NO	N/A
8.3(a)	Fail to have valid business licence	300	225	450	NO	N/A
8.12(b)(i)	Fail to display commercial dog walker permit	100	75	150	NO	N/A
8.12(b)(ii)	Fail to wear commercial dog walker vest	200	150	300	NO	N/A
8.12(c)	Client dog with no coloured dog tag	50	40	75	NO	N/A
8.12(d)	More than 6 dogs in park or on trail	200	150	300	NO	N/A
8.12(f)(i)	Walking dogs in restricted locations or times	200	150	300	NO	N/A
8.12(f)(ii)	Fail to keep client dog under control	200	150	300	NO	N/A
8.12(f)(iii)	Dog off leash near park or trail entrance or exit	200	150	300	NO	N/A
8.12(f)(v)	Walking within 200 meters of other commercial dog walker	50	40	75	NO	N/A
8.12(f)(vi)	Fail to carry leash or collar	50	40	75	NO	N/A
8.12(f)(ix)	Dog(s) not on leash when approaching horse	50	40	75	NO	N/A
9A(a)	Fail to provide water	100	75	150	NO	N/A
9A(b)	Fail to clean food and water receptacles	100	75	150	NO	N/A
9A(c)	Fail to provide exercise	100	75	150	NO	N/A
9A(d)	Fail to provide medical care	100	75	150	YES	50
9B	Fail to provide adequate shelter	100	75	150	YES	50
9C	Use of choke collar	100	75	150	NO	N/A
9D	Inadequate ventilation	100	75	150	NO	N/A
9E	Improper transport	100	75	150	NO	N/A
11.6	Unlawful rescue	200	150	300	NO	N/A
11.7	Obstruction	200	150	300	NO	N/A
<b>Environmental Protection and Preservation Bylaw 6515, 1993</b>						
7	Discharge of fouling material	250	190	375	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
9a	Conduct works in stream corridor without permit	100	75	150	NO	N/A
9b	Conduct works in stream corridor contrary to permit	250	190	375	NO	N/A
21a	Deposit soil without permit	100	75	150	NO	N/A
21b	Deposit soil contrary to permit	250	190	375	NO	N/A
21a	Remove soil without permit	100	75	150	NO	N/A
21b	Remove soil contrary to permit	250	190	375	NO	N/A
19	Deposit contaminated soil	300	225	450	NO	N/A
<b>Fire Bylaw 7481, 2004</b>						
6	Failure to obtain Permit	150	115	225	NO	N/A
9(c)	Failure to post Permit	100	75	150	NO	N/A
10, 18(b), 18(c), 18(d)	Fail to install and maintain Fire Protection Equipment	100	75	150	NO	N/A
13	Fail to maintain Smoke Alarm	100	75	150	NO	N/A
14	Fail to provide access	150	115	225	NO	N/A
15	Obstruction of Hydrant	100	75	150	NO	N/A
18(a)	Fail to maintain Fire Protection Equipment	150	115	225	NO	N/A
22	No Fire Safety Plan	150	115	225	NO	N/A
23	No Lock Box	100	75	150	NO	N/A
24, 25, 27, 28	Accumulation of Combustibles	100	75	150	NO	N/A
29, 30	Flammable liquid	100	75	150	NO	N/A
31	Failure to comply with order to remove flammable/combustible materials	300	225	450	NO	N/A
33	Failure to Drain Vehicle Fuel Tank	100	75	150	NO	N/A
34	Disposal of material	150	115	225	NO	N/A
35	Failure to report Explosion, discharge, emission, escape or a spill of Dangerous Goods or potential therefore	150	115	225	NO	N/A
37	Failure to comply with removal of hazardous vegetation/forest closure order (Forest)	300	225	450	NO	N/A
38	Failure to ensure premises free from debris and flammable substances	150	115	225	NO	N/A
38	Failure to keep openings securely closed and fastened	150	115	225	NO	N/A
39	Failure to ensure fire damaged building securely closed	150	115	225	NO	N/A
40	Failure to keep doors and shutters in good repair	100	75	150	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
41	Underground parking areas	100	75	150	NO	N/A
42	Open air fire	400	300	600	NO	N/A
43(a)	Erection of portable incinerator	150	115	225	NO	N/A
43(b)	Unsafe Device with Open Flame	150	115	225	NO	N/A
44(a)	Fail to maintain aisles	100	75	150	NO	N/A
44(b)(i), 44(b)(ii), 44(b)(iii)	Improper display of automobiles	150	115	225	NO	N/A
45	Combustible deposits in commercial kitchen	150	115	225	NO	N/A
46(a)	Improper storage of Dangerous Goods	150	115	225	NO	N/A
46(c)(i)	Service station attendants without training or certificate	100	75	150	NO	N/A
46(c)(ii)	Failure to produce certificate of competency	100	75	150	NO	N/A
46(c)(iv)	Failure to train service station attendants	100	75	150	NO	N/A
46(c)(v)	Failure to post fire extinguisher signs	100	75	150	NO	N/A
46(c)(vi)	Failure to post instructions for emergencies	100	75	150	NO	N/A
46(c)(vii)	Failure to provide extinguishers	100	75	150	NO	N/A
46(c)(viii)	Dispensing flammable/combustible liquids	100	75	150	NO	N/A
46(c)(ix)	Improper waste oil storage	100	75	150	NO	N/A
46(d)	Contaminate or damage Fire Department equipment	100 (plus cost of repair or replace- ment)	75 (plus cost of repair or replace- ment)	150 (plus cost of repair or replace- ment)	NO	N/A
47	Unsafe exit	100	75	150	NO	N/A
48	Elevator signs	100	75	150	NO	N/A
49	Identification of floors	100	75	150	NO	N/A
50	Signs for pull stations	100	75	150	NO	N/A
51	Hindering or obstructing fire doors	100	75	150	NO	N/A
52	Obstructing aisles	100	75	150	NO	N/A
53	Failure to maintain exit signs	100	75	150	NO	N/A
54	Tampering with Fire Protection Equipment	150	115	225	NO	N/A
56	Obstructing Assistance Response	150	115	225	NO	N/A
57, 59	Refusal to allow entry on premises	100	75	150	NO	N/A
56, 59, 60	Obstructing inspection	100	75	150	NO	N/A
59, 61	Failure to assist inspection	100	75	150	NO	N/A
62	Failure to comply	100	75	150	NO	N/A
66	Removing or defacing posted order	100	75	150	NO	N/A
74	Second and subsequent re-inspection	100	75	150	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
<b>Fireworks Regulation Bylaw 7456, 2004</b>						
4(a)	Selling or distributing Fireworks without a business licence	300	225	450	NO	N/A
4(c)	Selling or distributing Fireworks to persons without a Permit	300	225	450	NO	N/A
4(d)	Failure to provide accurate records as required by Enforcement Officer	300	225	450	NO	N/A
4(e)	Selling or distributing Consumer Fireworks, Roman Candles or Noisemakers other than in a Family Pack	300	225	450	NO	N/A
4(f)	Retail sales of Display Fireworks to an uncertified person	300	225	450	NO	N/A
4(g)	Selling illegal or unauthorized Fireworks including firecrackers	300	225	450	NO	N/A
5	Discharging firecrackers	200	150	300	NO	N/A
6(a)	Purchasing, possessing or discharging Fireworks without a Permit	200	150	300	NO	N/A
6(b)	Discharging Fireworks in contravention of a Permit	200	150	300	NO	N/A
8, 9	Dangerous use of Fireworks	500	375	750	NO	N/A
<b>Graffiti Bylaw 7503, 2004</b>						
3	Place Graffiti	200	150	300	NO	N/A
4	Allow Graffiti	200	150	300	NO	N/A
14	Obstruction	200	150	300	NO	N/A
17(d)	Fail to Comply with Order	200	150	300	NO	N/A
<b>Noise Regulation Bylaw 7188, 2000</b>						
3(a)	Making disturbing noise	100	75	150	NO	N/A
6(a)(i)	Engine or Exhaust	100	75	150	NO	N/A
6(a)(ii)	Horn or Warning Device	100	75	150	NO	N/A
6(a)(iii)	Squeal of Tires	100	75	150	NO	N/A
6(a)(iv)	Load or Tow Noise	100	75	150	NO	N/A
6(a)(v)	Amplified Sound	100	75	150	NO	N/A
6(b)(i)	Construction Noise at Night	100	75	150	NO	N/A
6(b)(ii)	Garden Tool Noise at Night	100	75	150	NO	N/A
6(b)(iii)	Mechanical Noise at Night	100	75	150	NO	N/A
6(c)	Construction Noise on Construction Project on Saturday, Sunday or Statutory Holiday	100	75	150	NO	N/A
6(e)	Public Address System Noise	100	75	150	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
<b>Nuisance Abatement Bylaw 7325, 2002</b>						
3	Causing a Nuisance	100	75	150	YES	50
4	Permit a Nuisance	100	75	150	YES	50
5	Unightly Property	100	75	150	YES	50
6(a)	Permitting rubbish to collect	100	75	150	YES	50
6(b)	Depositing rubbish	100	75	150	YES	50
6(c)	Run Stationary Vehicle	50	40	75	NO	N/A
6(d)	Outdoor Light Visible	100	75	150	YES	50
6(e)	Accumulation of Building Materials	100	75	150	YES	50
6(f)	Unauthorized Vehicle Storage	100	75	150	YES	50
6(f)	Accumulation of Vehicle Parts	100	75	150	YES	50
6(g)	Shipping container stored in Residential Zone	100	75	150	NO	N/A
8(a)	Fail to remove discarded material/rubbish	100	75	150	NO	N/A
8(c)	Fail to clear noxious insects	100	75	150	NO	N/A
8(d)	Fail to clear brush	100	75	150	NO	N/A
8(e)	Failure to shield Outdoor Light	100	75	150	NO	N/A
20	Obstruction	200	150	300	NO	N/A
<b>Park Control Bylaw 2733, 1961</b>						
2	Damaging park	100	75	150	NO	N/A
3	Littering	50	40	75	NO	N/A
4	Vending without permit	50	40	75	NO	N/A
5	Disturbing bird or animal	50	40	75	NO	N/A
7	Meeting without permit	100	75	150	NO	N/A
8	Camping without permit	100	75	150	NO	N/A
8	Obstructing free use	75	55	115	NO	N/A
9	Posting unauthorized signs	50	40	75	NO	N/A
9A	Failing to obey sign	25	20	40	NO	N/A
9B	In park when closed	50	40	75	NO	N/A
9E	No helmet	30	25	45	NO	N/A
9F	Permitting no helmet	30	25	45	NO	N/A
<b>Pesticide Use Control Bylaw 7686, 2009</b>						
4(a)	Unlawful use of pesticide	175	130	265	NO	N/A
<b>Pet Shop Regulation Bylaw 6966, 1997</b>						
5(a)-(c)	Pet shop/cage not maintained	100	75	150	NO	N/A
6(a)-(d)	Inadequate cage	100	75	150	NO	N/A
7	No segregation area	100	75	150	NO	N/A
8(a)	Name of veterinarian not posted	100	75	150	NO	N/A
8(b)	Fail to have animal treated	150	115	225	NO	N/A
8(c)	Fail to segregate ill / injured animal	100	75	150	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
8(d)	Improper euthanasia/disposal of animal	150	115	225	NO	N/A
9	Fail to keep/maintain pet shop register	100	75	150	NO	N/A
10(a)-(f)	Inadequate record in pet shop register	100	75	150	NO	N/A
11	Fail to produce pet shop register	100	75	150	NO	N/A
12(a)-(e)	Fail to provide information to purchaser	100	75	150	NO	N/A
13	Fail to post notice describing animals	100	75	150	NO	N/A
14(a)	Confine incompatible species together	150	115	225	NO	N/A
14(b)	Sell animal before weaned	100	75	150	NO	N/A
14(c)	Sell dyed animal	100	75	150	NO	N/A
14(d)	Animal as bonus for goods or service	100	75	150	NO	N/A
14(e)	Sell wild animal	150	115	225	NO	N/A
14(f)	Sell ill / injured animal	150	115	225	NO	N/A
14(g)	Failure to neuter rabbit	150	115	225	NO	N/A
15	Obstruct inspector	200	150	300	NO	N/A

#### **Sign Bylaw 7532, 2005**

4.2	Install in Contravention	100	75	150	YES	50
4.4	Unlawfully Use Sign	100	75	150	YES	50
4.5	Install Without Permit	100	75	150	NO	N/A
4.9	Obstruct Entry	100	75	150	NO	N/A
4.12	Disobey Order	200	150	300	NO	N/A
4.12.3	Fail to Remove	200	150	300	NO	N/A
5.13	No Insurance	200	150	300	NO	N/A
5.14	Fail to Provide Certificate	50	40	75	NO	N/A
5.15	No Inspection	50	40	75	NO	N/A
5.16	Fail to Maintain or Repair	100	75	150	NO	N/A
5.17	Unsafe Sign	200	150	300	NO	N/A

#### **Smoking Regulation Bylaw 7792, 2010**

3	Smoking where prohibited	25	20	40	NO	N/A
4	Smoking where prohibited in a park	25	20	40	NO	N/A
3	Smoking where prohibited – subsequent offence	125	95	190	NO	N/A
4	Smoking where prohibited in a park – subsequent offence	125	95	190	NO	N/A
5	Responsible person allow smoking where prohibited	200	150	300	NO	N/A
6	Responsible person fail to display sign	200	150	300	NO	N/A
8	Person remove or deface sign	100	75	150	NO	N/A
10	Obstruction	200	150	300	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
<b>Solid Waste Removal Bylaw 7631, 2007</b>						
3	Accumulation of garbage	200	150	300	NO	N/A
4	Dumping or burying of garbage	500	375	750	NO	N/A
5	Transport garbage without securing	500	375	750	NO	N/A
6	Improper disposal of recyclable material or yard trimmings	100	75	150	NO	N/A
7	Placing for collection hazardous waste	500	375	750	NO	N/A
7	Placing for collection other prohibited substance	200	150	300	NO	N/A
8	Depositing solid waste on highway	200	150	300	NO	N/A
9	Scavenging	200	150	300	NO	N/A
13	Obstruct or interfere with District employee	500	375	750	NO	N/A
14	Failure to remove garbage after notice	200	150	300	NO	N/A
22	Putting out liquids	50	40	75	NO	N/A
24	Failure to clean up	100	75	150	NO	N/A
25	Improper storage of solid waste	100	75	150	NO	N/A
37	Solid waste containers not placed or removed in a timely fashion	100	75	150	NO	N/A
46	Improper disposal of waste	100	75	150	NO	N/A
<b>Street and Traffic Bylaw 7125, 2004</b>						
408	Fail to comply with permit conditions	250	190	375	NO	N/A
411	Interfere with Traffic Control Device	250	190	375	NO	N/A
501.1	Contrary to Traffic Control Device	75	55	115	NO	N/A
501.2	Obstruct or interfere with free passage of traffic	75	55	115	NO	N/A
501.3	On sidewalk or Boulevard Crossing	75	55	115	NO	N/A
501.4	On boulevard	75	55	115	NO	N/A
501.5	On an Unopened Road Allowance	75	55	115	NO	N/A
501.6	In an intersection	75	55	115	NO	N/A
501.7	Within 11m of an intersecting street	75	55	115	NO	N/A
501.8	Within 6m of flashing beacon, stop or yield sign or signal	75	55	115	NO	N/A
501.9	On a Lane within 3m of any Roadway intersection	75	55	115	NO	N/A
501.10	On a Roadway within 3m of a Lane	75	55	115	NO	N/A
501.11	Leaving less than 3.5m of usable Roadway	75	55	115	NO	N/A
501.12	Interfere with fire fighting	75	55	115	NO	N/A
501.13	On a marked crosswalk	75	55	115	NO	N/A
501.14	Within 6m of marked crosswalk	75	55	115	NO	N/A
501.15	Within 6m of school entrance or exit	75	55	115	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
501.16	Within 6m of playground or Park entrance or exit	75	55	115	NO	N/A
501.17	Within 6m of fire hall entrance or exit	75	55	115	NO	N/A
501.18	Impedes the passage of vehicles at a road end	75	55	115	NO	N/A
501.19	Interfere with construction, snow removal, etc	75	55	115	NO	N/A
501.20	On Cycle Path or cycle lane	75	55	115	NO	N/A
501.21	Within 5m of fire hydrant	75	55	115	NO	N/A
501.22	On or over any fire hose or traffic counting hose	75	55	115	NO	N/A
501.23	In front of or within 2m of a Driveway	75	55	115	NO	N/A
501.24	More than 30cm from curb	75	55	115	NO	N/A
501.25	Obstruct traffic alongside construction area	75	55	115	NO	N/A
501.26	Double parked	75	55	115	NO	N/A
501.27	Stop, stand or park more than 72 hours	75	55	115	NO	N/A
501.28	On a bridge	75	55	115	NO	N/A
501.29	Contrary to class of vehicle	75	55	115	NO	N/A
501.30	Within 15m of railway crossing	75	55	115	NO	N/A
501.31	Store, advertise, repair, etc	75	55	115	NO	N/A
501.32	Display vehicle or trailer for sale	75	55	115	NO	N/A
501.33	Sell commodities or articles	75	55	115	NO	N/A
501.34	Parked where pavement is 6m or less	75	55	115	NO	N/A
501.35	Adjacent to central median	75	55	115	NO	N/A
501.36	In excess of time limit displayed	60	45	90	NO	N/A
501.37	At expired meter	60	45	90	NO	N/A
501.38	Beside yellow curb	75	55	115	NO	N/A
501.39	Fail to display license plate/decal	85	65	130	YES	50
501.40	Outside marked parking spaces	75	55	115	NO	N/A
501.41	In a bus stop (Bus Zone)	85	65	130	NO	N/A
501.42	Not parallel to curb in a Cul-de-sac	75	55	115	NO	N/A
501.43	Not adjacent to right edge of two-way Roadway	75	55	115	NO	N/A
501.44	Not adjacent to either edge of one-way Roadway	75	55	115	NO	N/A
501.45	Discharge or pick-up passengers on two-way Roadway not adjacent to right edge of Roadway	75	55	115	NO	N/A
501.46	Discharge or pick-up passengers on one-way Roadway not adjacent to edge of Roadway	75	55	115	NO	N/A
502	Over length/weight	75	55	115	NO	N/A
503	Recreation vehicle parked over 24 hours	75	55	115	NO	N/A
504	Vehicle used for living accommodation	75	55	115	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
505	Unattached trailer	75	55	115	NO	N/A
506	Failing to display valid municipal plate/decal	50	40	75	NO	N/A
507	Idling engine	75	55	115	NO	N/A
508	Park again in same block	60	45	90	NO	N/A
510	Angle parking	75	55	115	NO	N/A
511	Vehicle and Trailer exceeds 5m at an angle	75	55	115	NO	N/A
512	Backed into angled parking space	75	55	115	NO	N/A
513	Without vehicle lock	75	55	115	NO	N/A
514.1	Insecure vehicle	75	55	115	NO	N/A
514.2	Parked wrong on hill	75	55	115	NO	N/A
517	Exceed time in a passenger zone	75	55	115	NO	N/A
518	Exceed time in a taxi zone	75	55	115	NO	N/A
519	Exceed time in loading zone	75	55	115	NO	N/A
520	Commercial vehicle exceed time limit	75	55	115	NO	N/A
525	Contrary to Disabled Parking Zone	130	100	195	NO	N/A
526	In Disabled zone without person with disability	130	100	195	NO	N/A
531	Fail to affix Resident Parking Permit	60	45	90	NO	N/A
532	Transfer use of Resident Parking Permit	75	55	115	NO	N/A
535.1	In a Resident Parking Zone without permit/guest pass	60	45	90	NO	N/A
535.2	In a Resident Parking Zone displaying permit in a vehicle not owned by applicant	75	55	115	NO	N/A
604	Hinder, delay, obstruct Enforcement Officer	300	225	450	NO	N/A
605	Follow fire apparatus too close or drive over fire hose	130	100	195	NO	N/A
606	Exceed speed limit on lane	300	225	450	NO	N/A
607	Exceed speed limit on street	300	225	450	NO	N/A
608	Exceed speed in a school zone	300	225	450	NO	N/A
609	Exceed speed contrary to a sign	300	225	450	NO	N/A
610	Drive or herd an animal on a Highway	130	100	195	NO	N/A
611	Pick up and remove faeces on a Highway	130	100	195	NO	N/A
612	Ride, drive, lead a horse at night	130	100	195	NO	N/A
613	Drive on a sidewalk	130	100	195	NO	N/A
614	Blocked intersection	130	100	195	NO	N/A
615	Clinging to moving vehicle	130	100	195	NO	N/A
616	Horn for warning only	130	100	195	NO	N/A
617.1	Skate on sidewalk	60	45	90	NO	N/A
617.2	Skate without helmet	60	45	90	NO	N/A
617.3	Skate other than at right side of street/lane - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
617.4	Skate on street with speed limit greater than 50 km/h - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.5	Skate at night - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.6	Skate while being towed - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.7	Skate posing hazard - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.8	Skate other than in standing position - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.9(a)	Skate without due care and attention - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
617.9(b)	Skate without consideration for others - 1st violation - 2nd and subsequent violations	60 130	45 100	90 195	NO	N/A
618	Refuse on Highways	130	100	195	NO	N/A
619	Chattels on Highways	130	100	195	NO	N/A
620	Shopping Cart on Highway	130	100	195	NO	N/A
621	Accumulations on Highway	130	100	195	NO	N/A
622	Defacing Highway	130	100	195	NO	N/A
623	Selling on a Highway	130	100	195	NO	N/A
624	Drive between funeral or authorized procession	130	100	195	NO	N/A
625	Use of headlights and rear lights for funeral processions	130	100	195	NO	N/A
626	Action at scene of accident	130	100	195	NO	N/A
627	Highway Use Permit for a procession	130	100	195	NO	N/A
628	Interfere with a procession	130	100	195	NO	N/A
629	Removal of snow and ice from a sidewalk	130	100	195	NO	N/A
630	Fail to maintain Boulevard	130	100	195	NO	N/A
631	Spills	130	100	195	NO	N/A



Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
702(a)	Work or Obstruction on Highway without Highway Use Permit on:  (i) major arterial, minor arterial or collector Highway (as classified on the Highway Classification Map in the District of North Vancouver Development Servicing Bylaw 7388 (2005), as amended or replaced);  (ii) other Highway.	500    250	375    190	750    375	NO	N/A
702(b)	Interfere with Traffic on Highway without Highway Use Permit on:  (i) major arterial, minor arterial or collector Highway (as defined for s. 702(a) above);  (ii) other Highway	500   250	375   190	750   375	NO	N/A
716	Highway Construction and Planting Permit for construction or planting on a highway	130	100	195	NO	N/A
728	Willfully damage Boulevards and Unopened Rd. Allowances	130	100	195	NO	N/A
729	Cut or prune except as authorized	130	100	195	NO	N/A
732	No planting or improvements to interfere with DNV works	130	100	195	NO	N/A
738	Interfere with DNV removal of private works on Highway	300	225	450	NO	N/A
801	Solid rubber tires	200	150	300	NO	N/A
802	Projecting attachments to tires/wheels	200	150	300	NO	N/A
803.1	Drive combination of vehicles	200	150	300	NO	N/A
803.2	Load more than 1m in front	200	150	300	NO	N/A
803.3	Load more than 2m behind back	200	150	300	NO	N/A
803.4	Load beyond side of vehicle	200	150	300	NO	N/A
806.1	Fail to stop for weighing	200	150	300	NO	N/A
806.2	Fail to drive to weigh scales	200	150	300	NO	N/A
806.3	Fail to rearrange load	200	150	300	NO	N/A
808	Insecure load	200	150	300	NO	N/A
809	Insecure load on commercial vehicle	200	150	300	NO	N/A
810	Insufficient number of tie downs	200	150	300	NO	N/A
811	Commercial vehicle carrying drums	200	150	300	NO	N/A
812	Uncovered loads	200	150	300	NO	N/A
813	Load on rollers	200	150	300	NO	N/A
814	Insecure cargo container	200	150	300	NO	N/A
815	Improper tie downs	200	150	300	NO	N/A
819	No bulkhead or cab protector	200	150	300	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
820	Inadequate bulkhead or cab protector	200	150	300	NO	N/A
822	Drive large vehicle on Garden Ave, West Keith Rd or West 17th St	200	150	300	NO	N/A
823	Drive large vehicle on Capilano Road or Lillooet Rd	200	150	300	NO	N/A
824	Drive large vehicle southbound Mountain Hwy or eastbound Mount Seymour Pkwy	200	150	300	NO	N/A
826	Use engine brakes	200	150	300	NO	N/A
828	Oversize/overweight vehicle permit	200	150	300	NO	N/A
830	Overloaded vehicle	200	150	300	NO	N/A
902	Carry dangerous goods except as designated	200	150	300	NO	N/A
903	Stop while carrying dangerous goods	200	150	300	NO	N/A
1001	Pedestrians to use marked crosswalks at intersections	130	100	195	NO	N/A
1002	Soliciting on a highway from a vehicle	130	100	195	NO	N/A
1003	Pedestrian response to emergency vehicle	130	100	195	NO	N/A
1004	Obstruction of free passage	130	100	195	NO	N/A
1005	Cause persons to congregate	130	100	195	NO	N/A
1006	Engage in sport that interferes or obstructs traffic	130	100	195	NO	N/A
1007	Loiter that interferes or obstructs traffic	130	100	195	NO	N/A
1101.1	Ride cycle on sidewalk	130	100	195	NO	N/A
1101.2	Ride cycle on crosswalk	75	55	115	NO	N/A
1101.3	Leave cycle on sidewalk	75	55	115	NO	N/A
1101.4	Cycle stands not used	75	55	115	NO	N/A
1101.5	Ride cycle where prohibited	75	55	115	NO	N/A
1102	Cyclist has same duties as driver	75	55	115	NO	N/A
1211	Interfere with DNV removal of chattel	300	225	450	NO	N/A
1302	Fail to comply with Stop Work Order	300	225	450	NO	N/A
<b>Taxicab Regulation Bylaw 7613, 2006</b>						
4.1	No Chauffeurs Permit	150	115	225	NO	N/A
4.7	No Valid Photo Identification	100	75	150	NO	N/A
5.4	Fail To Permit Inspection	150	115	225	NO	N/A
10.3	Failure To Provide Service	150	115	225	NO	N/A
12.1(a)	Failure To Provide Adequate Facilities	100	75	150	NO	N/A
12.1(c)	Failure To Keep Daily Record	100	75	150	NO	N/A
12.1(e)	Failure To Provide or Maintain Hydraulic Lift or Ramp	100	75	150	NO	N/A
18.1	Failure To Comply With Notice	200	150	300	NO	N/A
18.4	Failure To Submit Vehicle	200	150	300	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
<b>Tree Protection Bylaw 7671, 2012</b>						
5a, 6a	Cut tree without permit	500	375	750	NO	N/A
5b, 6b	Cut tree contrary to permit	500	375	750	NO	N/A
5a, 6a	Damage tree without permit	500	375	750	NO	N/A
5b, 6b	Damage tree contrary to permit	500	375	750	NO	N/A
8a or e	Failure to install/maintain tree protection barrier	250	190	375	NO	N/A
5a or b	Damage retained tree	500	375	750	NO	N/A
15a, 17c, or 18	Failure to provide replacement tree	500	375	750	NO	N/A
<b>Waterworks Regulation Bylaw 2279, 1957</b>						
12(a)	Leaky Pipe	50	40	75	NO	N/A
12(b)	Inaccurate water meter	50	40	75	NO	N/A
12(c)	Fault or use of water system that causes waste of water	50	40	75	NO	N/A
24	Using fire hydrant	50	40	75	NO	N/A
26	Watering other premises	50	40	75	NO	N/A
	Use of water contrary to Water Shortage Response Plan:					
27(b)(ix)	- Restriction Stage 1	100	75	150	NO	N/A
27(b)(x)	- Restriction Stage 2	200	150	300	NO	N/A
27(b)(xi)	- Restriction Stage 3	300	225	450	NO	N/A
27(b)(xii)	- Restriction Stage 4	400	300	600	NO	N/A
28	Using water for sprinkling streets	75	55	115	NO	N/A
<b>Wharf Regulation Bylaw 7333, 2002</b>						
8(a)	Obstruct a person on wharf	100	75	150	NO	N/A
8(b)	Dangerous behavior on wharf	100	75	150	NO	N/A
8(c)	Animal on wharf	100	75	150	NO	N/A
8 (d)	Crabbing or fishing on wharf	100	75	150	NO	N/A
9	Noise on wharf	100	75	150	NO	N/A
10	Liquor on wharf	100	75	150	NO	N/A
11	Sign on wharf	100	75	150	NO	N/A
12(a)	Damage a wharf	200	150	300	NO	N/A
12(b)	Remove notices	100	75	150	NO	N/A
12(c)	Garbage on wharf	100	75	150	NO	N/A
13	Store material on wharf	100	75	150	NO	N/A
14(a)	Vessel unattended in loading zone	100	75	150	NO	N/A
14(b)	Fail to vacate in emergency	100	75	150	NO	N/A
14(c)	Vessel in loading zone for more than 15 minutes	100	75	150	NO	N/A




Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
15(a)	Sell goods on wharf	300	225	450	NO	N/A
15(b)	Moor commercial boat	300	225	450	NO	N/A
16	Structure on a wharf	100	75	150	NO	N/A
17(a)	Moored overnight	200	150	300	NO	N/A
17(b)	Permanently secure berth	100	75	150	NO	N/A
18(a)	Fail to pay fee	200	150	300	NO	N/A
18(b)	Fail to display ticket	200	150	300	NO	N/A
19(a)	Moor dangerous goods at wharf	300	225	450	NO	N/A
19(b)	Dispose of hazardous materials	300	225	450	NO	N/A
21	Boat over-length	200	150	300	NO	N/A
22	Load or unload commercial vessels	300	225	450	NO	N/A
23	Abandoned boat	300	225	450	NO	N/A
24(a)	Repair boat on wharf	200	150	300	NO	N/A
24(b)	Toxic materials on wharf	300	225	450	NO	N/A
24(c)	Impede use of wharf	200	150	300	NO	N/A
24(d)	Live-aboard activity at wharf	300	225	450	NO	N/A
24(e)	Encroach on foreshore	300	225	450	NO	N/A
24(f)	Obstruct other vessels	100	75	150	NO	N/A
24(g)	Improper Tying of Lines	100	75	150	NO	N/A
25(c)	Contravene an order	200	150	300	NO	N/A
25(d)	Fail to move when ordered	200	150	300	NO	N/A
25(e)	Obstruct a Manager	200	150	300	NO	N/A
<b>Zoning Bylaw 3210, 1965</b>						
403A(1) (a)	Commercial Agriculture	200	150	300	NO	N/A
403A(1) (b)(i)	Keeping Poultry	100	75	150	NO	N/A
403A(1) (b)(ii)	Boarding Animals	100	75	150	NO	N/A
403A(1) (b)(iii)	Keeping Animals	100	75	150	NO	N/A
403A(1) (b)(iv)	Fish Farming	200	150	300	NO	N/A
403A(1) (c)	Processing Waste	250	190	375	NO	N/A
403A(1) (e)	Producing Malodorous/ Toxic/ Noxious Matter	250	190	375	NO	N/A
403A(1) (e)	Generating Vibration/ Heat/ Glare	200	150	300	NO	N/A
403A(1) (f)	Manufacturing Hazardous Substance	500	375	750	NO	N/A

Bylaw Section	Description  The following fines apply to the contraventions below:	A1 Penalty Amount  (\$)	A2 Discounted Penalty: Within 14 days  (\$)	A3 Late Payment: After 28 days  (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount  (\$)
403A(1)(g)	Operating Video Lottery Terminal Game	200	150	300	NO	N/A
403A(1)(h)	Bingo and Casino Gaming	200	150	300	NO	N/A
403A(3)	Using Recreational Vehicle as Dwelling Unit	100	75	150	NO	N/A
405	Nonconforming Home Occupation	100	75	150	NO	N/A
409(3)	Over-height Retaining Wall	100	75	150	NO	N/A
409(4)	Over-height Fence	100	75	150	NO	N/A
411(1)(a)	Excess Number of Commercial Vehicles	100	75	150	NO	N/A
411(1)(a)	Oversize Commercial Vehicle	100	75	150	NO	N/A
411(1)(b)	Commercial Vehicle not in Building	100	75	150	NO	N/A
411(2)	More than 1 RV	100	75	150	NO	N/A
411(3)	RV/Boat for Commercial Purposes	100	75	150	NO	N/A
411(4)	RV/Boat on Property in Contravention	100	75	150	NO	N/A
411(5)	RV/Boat Too Close to Property Line	100	75	150	NO	N/A
413	Nonconforming Outdoor Customer Service Area	100	75	150	NO	N/A
501.1(b)(ii)	Excess Boarders or Lodgers	200	150	300	NO	N/A
501.1(b)(iii)a)	Secondary Suite in Un-permitted Zone	200	150	300	NO	N/A
501.1(b)(iii)b)	More than One Secondary Suite	200	150	300	NO	N/A
501.1(b)(iii)c)	Secondary Suite Not Owner Occupied	200	150	300	NO	N/A
501.1(b)(iii)d)	Un-permitted Boarder/Lodger	200	150	300	NO	N/A
502.3	Un-permitted Secondary Suite	200	150	300	NO	N/A
502.4	Secondary Suite Exceed Floor Area	200	150	300	NO	N/A

(7547, 7575, 7582, 7596, 7615, 7630, 7641, 7681, 7710, 7744, 7741, 7852, 7916, 7982, 8044, 8116, 8154)

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 7, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

  
 Dept.  
Manager

  
 GM/  
Director

  
 CAO

## The District of North Vancouver

### REPORT TO COUNCIL

November 12, 2015  
 File: 01.0115.30/002.000

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** **2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments**

**RECOMMENDATION:**

THAT the 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments are approved.

**REASON FOR REPORT:**

The reason for this report is to provide Council with an opportunity to approve the 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments.

**BACKGROUND:**

Council must annually approve a schedule of regular public meetings for the forthcoming year. In addition, Council must annually approve an Acting Mayor schedule. At this time Council has also revisited the annual appointments of Councillors to the various advisory committees.

**ANALYSIS:**

Attached is a proposed 2016 meeting schedule. This schedule continues the recent practice of holding a Committee of the Whole meeting at 6 pm and a regular Council meeting at 7 pm each Monday night, except for holidays and conventions. It includes the practice of allowing for a spring break in March and a summer break in August.

The proposed 2016 Acting Mayor Schedule and Council Committee Appointments are also attached.

**OPTIONS:**

The options available to Council in respect of the three items in this report are:

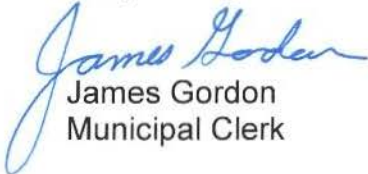
1. Approve the 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments as presented herein; or,
2. Direct that certain changes be made to any of the three attached proposals.

**SUBJECT: 2016 Council Meeting Schedule, Acting Mayor Schedule and Council Committee Appointments**

November 12, 2015

Page 2

Respectfully submitted,

  
James Gordon  
Municipal Clerk

Attachments:      1. 2016 Council Meeting Schedule  
                         2. 2016 Acting Mayor Schedule  
                         3. 2016 Council Committee Appointments

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 _____	



## District of North Vancouver Council Schedule - 2016

 Regular Meeting	 Workshop followed by Regular Meeting
 Workshop	 Workshop tentatively followed by Public Hearing
 Statutory Holidays	 FCM & UBCM

All Regular Council meetings will be held at the District of North Vancouver Municipal Hall starting at 7:00 pm unless otherwise indicated.

All Monday Workshops will be held at the District of North Vancouver Municipal Hall starting at 6:00 pm unless otherwise indicated.

All Tuesday Workshops will be held at the District of North Vancouver Municipal Hall starting at 5:00 pm unless otherwise indicated.

January 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



### 2016 Acting Mayor Schedule

December 12, 2015	January 11, 2016	Lisa Muri
January 12, 2016	February 11, 2016	Lisa Muri
February 12, 2016	March 13, 2016	Mathew Bond
March 14, 2016	April 13, 2016	James Hanson
April 14, 2016	May 14, 2016	Robin Hicks
May 15, 2016	June 14, 2016	Roger Bassam
June 15, 2016	July 15, 2016	James Hanson
July 16, 2016	August 15, 2016	Robin Hicks
August 16, 2016	September 15, 2016	Roger Bassam
September 16, 2016	October 16, 2016	Mathew Bond
October 17, 2016	November 16, 2016	Doug MacKay-Dunn
November 17, 2016	December 17, 2016	Doug MacKay-Dunn

## 2016 Council Appointments

Mayor Richard Walton	Finance and Audit Committee North Vancouver Police Committee GVRD Board Mayors Committee - Metro Vancouver Intergovernment and Finance - Metro Vancouver Federal Gas Tax Task Force - Metro Vancouver Regional Planning - Metro Vancouver Mayor's Council - Translink
Roger Bassam	Advisory Oversight Committee Lower Lynn Interchanges Community Working Group Zero Waste - Metro Vancouver
Mathew Bond	North Vancouver Recreation Commission North Shore Congress June 2016 - September 2017 Mayor's Council – Translink (Alternate)
Jim Hanson	Library Board North Shore Chamber of Commerce (Jan 2017 – Dec 2018) Aboriginal Relations - Metro Vancouver North Shore Congress October 2017 - December 2018
Robin Hicks	Community Monitoring Advisory Committee (Alternate) Finance and Audit Committee North Shore Chamber of Commerce (Jan 2015 – Dec 2016) North Vancouver Museum & Archives Commission Parcel Tax Roll Review Panel Utilities - Metro Vancouver
Doug MacKay-Dunn	Advisory Oversight Committee Finance and Audit Committee North Shore Substance Abuse Working Group North Shore Advisory Committee on Disability Issues North Vancouver Police Committee Parcel Tax Roll Review Panel Vancouver Coastal Health Authority / North Shore Liaison Group Community Monitoring Advisory Committee GVRD Board (Alternate) Housing - Metro Vancouver North Shore Congress February 2015 - May 2016
Lisa Muri	Advisory Oversight Committee Parcel Tax Roll Review Panel North Vancouver Recreation Commission North Shore Emergency Management Office Regional Parks - Metro Vancouver

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec. 7, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

\_\_\_\_\_  
Dept.  
Manager

9.6  
\_\_\_\_\_  
GM/  
Director

\_\_\_\_\_  
CAO

## The District of North Vancouver REPORT TO COUNCIL

November 27, 2015  
File: 05.1930

**AUTHOR:** Cristina Rucci, Social Planner  
Annie Mauboules, Social Planner

**SUBJECT:** Interim Funding for Selected Agencies for 2016

### RECOMMENDATION:

**THAT** the following core funded organizations receive interim funding totalling **\$307,625** in January 2016, which is equivalent to one half of the proposed 2016 Operating Grant and distributed as follows:

Capilano Community Services Society	\$58,095
North Shore Neighbourhood House	\$56,285
Boys' and Girls' Club of Greater Vancouver (Norvan)	\$13,349
Parkgate Community Services Society	\$101,490
Silver Harbour Centre Society	\$55,865
Lynn Valley Services Society (Mollie Nye House)	\$22,542
<b>TOTAL:</b>	<b>\$307,625</b>

**THAT** the balance of the 2016 operating grant be paid in June following approval of the budget; and

**THAT** if any increases requested by the above agencies are approved by Council as part of the 2016 budget process, that these increases are reflected in the final payment provided to each agency in the final disbursement.

### REASON FOR REPORT:

To provide agencies with interim funding based on 2015 approved budget amounts. This interim funding allows agencies to provide continuous service to the community while still enabling Council to amend the core funding budget if required as part of the 2016 budget process.

### BACKGROUND:

The Youth Outreach Organizations, Mollie Nye House as well as Silver Harbour Centre Society have been designated core funded by the District of North Vancouver and receive direct grants from the municipality. These agencies typically receive approximately one half of their grant funds early in the calendar year and the remainder in June when other core



funded service agencies such as Family Services of the North Shore, North Shore Child Care Resources and North Vancouver Restorative Justice Society receive their grant. The advance provides these agencies with operating funds until the final municipal budget is approved next spring, but allows Council some flexibility to change the grant amounts in response to other budget priorities and community needs.

**EXISTING POLICY:**

City and District of North Vancouver Youth Funding Policy, Funding Policy: 10-5120-1, 10-5120-2, 10-5120-3 District of North Vancouver Municipal Grants Policy: 5.1850.2 (Attachment A). Bylaw 7900 Official Community Plan Social Inclusion and Well Being (Part Two: Community Development).

**ANALYSIS:*****Youth Organizations***

Capilano Community Services Society, North Shore Neighbourhood House, NorVan Boys and Girls Club and Parkgate Community Services Society provide outreach youth services to youth at risk on behalf of the District of North Vancouver. Hollyburn Family Services Society, who operates the North Shore Youth Safe House, provides emergency residential services to homeless and at risk youth. The municipality provides core funding to these agencies to cover operating. The agencies collaborate with Social Planning staff to develop mutually agreed upon work plans targeting key areas of need for youth services in the District. This includes monthly statistical information as well as outcome indicator reporting.

***Lynn Valley Services Society: Mollie Nye House***

The mandate of Mollie Nye House is to offer a welcoming, active place where Lynn Valley residents feel a sense of belonging and pride; where community volunteers encourage and nurture programs and services for seniors and others; and where preservation and use of the House and garden recognizes its historic place in the community and the contributions of the Nye family. The specific purpose of the house is to support, promote and develop social, community and recreational services and programs at the House for all residents of Lynn Valley now and in the future and to create a place and opportunities for dialogue regarding issues of community interest in Lynn Valley. Administration and programming responsibilities for the Mollie Nye House sits with the Lynn Valley Services which is supported by the Lynn Valley Seniors and Community Associations and District and Recreation Commission staff.

***Silver Harbour Seniors Centre Society***

The City and the District of North Vancouver provide annual operating grants to Silver Harbour Seniors Centre Society for seniors' programs. A primary mandate of this society is to inspire and enhance the physical and mental well-being of adults 55+ by providing social, creative, educational, and physical activities, focussing on volunteer participation. The society is part of the North Shore Services to Seniors Coalition. It should be noted Silver Harbor has diversified their funding sources over the years and has progressively reduced their budget's dependence on municipal funding. Funding provided to Silver Harbour is applied towards general operations of the organization including maintenance, salaries and promotions.

**Table 1:** The following table provides a summary of core funded social service agencies that are eligible for early funding:

Agency	2015 base grant	Advance proposed for 2016
Capilano Community Services Society	\$116,190	\$58,095
North Shore Neighbourhood House	\$112,569	\$56,285
Boys' and Girls' Clubs of Greater Vancouver (Norvan)	\$26,697	\$13,349
Parkgate Community Services Society	\$202,980	\$101,490
Silver Harbour Centre Society	\$111,729	\$55,865
Lynn Valley Services Society (Mollie Nye House)	\$45,084	\$22,542
<b>TOTAL</b>	<b>\$615,249</b>	<b>\$307,625</b>

In support of their 2016 grant applications, agencies have provided their audited financial statements, proposed 2016 budgets, annual reports, goals and objectives for 2016, and accomplishments for 2015. Staff has reviewed these supporting materials and are satisfied that these agencies meet the District's accountability requirements. Agencies will be required to provide updated financial information and accomplishments prior to the release of the final instalment of their 2016 grants in June.

**Timing/Approval Process:**

Core funded agencies access to the first instalment of their annual grants in January of each fiscal year allows them to provide uninterrupted service to the community while giving Council flexibility on the total amount disbursed each year.

**Concurrence:**

The Finance Department requires Council approval prior to disbursement of the funds.

**Financial Impacts:**

The first instalment of the 2016 core grants does not include any requested budget increases. Council retains the ability to adjust 2016 grant amounts through the 2016 budget process.

**Liability/Risk:**

Advance pay-out will preclude the District's ability to completely eliminate grants to these agencies but Council has no obligation to approve payment of the remaining 50%. Forestalling entire grants payments to June creates risk for the social service agencies that must finance their first six months of operation through alternative sources, without any guarantee that they will receive funding from the District.

**Social Policy Implications:**

Providing support to the social service organizations achieves the policy goals as set out in the Social Inclusion and Well Being section of the Official Community Plan by providing




**SUBJECT: Interim Funding for Selected Agencies for 2016**

November 27, 2015

Page 4

support to groups that contribute to the overall health and vitality of District residents, including those that are most vulnerable and marginalized. Municipal funding provides an important source of funding to these social service agencies because it allows them to leverage other funding to enable the delivery of important social services to District residents.

  
Cristina Rucci  
Social Planner  
Annie Mauboules  
Social Planner

Attachments A: 10-5120-1 City and District of North Vancouver Municipal Youth Policy  
10-5120-2 City and District of North Vancouver Funding Policy: Outreach  
Youth Services - Funding  
10-5120-3 Outreach Youth Services – Core Funding  
5-1850-2 Municipal Community Service Grants

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 checked="" 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

**CORPORATE POLICY MANUAL**

Section:	Social and Community Services Planning	10
Sub-Section:	Youth Services	5120
Title:	CITY AND DISTRICT OF NORTH VANCOUVER MUNICIPAL YOUTH POLICY	1

**MUNICIPAL YOUTH SERVICES POLICY VISION STATEMENT**

"To create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy, engaged and valued members of the community."

**POLICY**

1. The City and District of North Vancouver endorse the concept of inter-agency co-ordination of services for youth.
2. The City and District of North Vancouver hold that youth should have the right to full and due consideration and should be provided with opportunities to develop emotionally, mentally, morally, spiritually, physically and socially, and in conditions of responsibility. Towards this end, the Municipalities are committed to ensuring, as a paramount consideration, that the provision of opportunities and services meets the best interests of youth.
3. To continue to provide assistance with coordination and planning in municipally based youth services in partnership with service providers, community agencies, residents and other levels of government.

**REASON FOR POLICY**

The increasing involvement with community-based youth services has produced a need for the North Vancouver municipal governments to set policy which clarifies the role of local government. Such policy should aim to support the continuance of preventative youth services through identifying and endorsing specific elements of the youth services delivery system. Given the importance of such services preventing the escalation of youth problems, a municipal policy on youth should be supportive of the philosophy and objectives of existing community-based youth services. Furthermore, a municipal policy on youth is needed to ensure and enhance the effective use of finite resources by providing a focus for the future development of youth services and local government participation.

**AUTHORITY TO ACT**

Retained by Council



## PROCEDURE

### 1. GOALS

- 1.1. To develop a system that facilitates the provision of community-based youth services focussing on youth engagement and involvement.
- 1.2. To encourage youth participation and advocacy;
- 1.3. To develop a comprehensive directory of youth services

### 2. In order to achieve the Goals and Objectives of the Municipal Youth Policy, the City and District of Vancouver will undertake the following:

- 2.1. Provide for core funding to designated non profit organizations to plan and facilitate community-based youth services as per their Service Agreements (and related Annual Civic Youth Services Work Plan);
- 2.2. To assign staff oversight of the youth services program to a Social Planning designate.
- 2.3. Any other actions deemed appropriate by Staff and/or Council.

Approval Date:	November 18, 1992	Approved by:	City of North Vancouver
Approval Date	October 28, 1991	Approved by:	DNV Policy & Planning Committee
2. Amendment Date:	December 11, 1995	Approved by:	Regular Council
3. Amendment Date:	November 3, 2008	Approved by:	Regular Council



## CORPORATE POLICY MANUAL

Section:	Social and Community Services Planning	10
Sub-Section:	Youth Services	5120
Title:	CITY AND DISTRICT OF NORTH VANCOUVER FUNDING POLICY: OUTREACH YOUTH SERVICES - FUNDING	2

### MUNICIPAL YOUTH SERVICES POLICY VISION STATEMENT

"To create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy, engaged and valued members of the community."

### POLICY

The City and District of North Vancouver are committed to the development of a co-ordinated system of community-based youth services to meet the best interests of youth in North Vancouver. In particular, the municipalities recognize their responsibility in providing adequate core funding to ensure that each youth program is able to effectively perform its mandated responsibilities. The North Vancouver Recreation Commission also has an integral role in providing recreational services to youth.

The Recreation Commission is involved in short and long-term planning, coordinating and partnering in the provision of youth services (recreational, social, artistic and overall health and well-being). The Recreation Commission collaborates with the non-profit societies in providing space at recreation and community centres including the provision of youth centres, and other activity and programming space; assisting with staffing and program planning.

The Statement of Principles section of this policy outlines the principles which will guide the municipal funding of youth services. This section also outlines a set of principles to guide the delivery of municipal youth services, particularly outreach and centre-based youth work<sup>1</sup>. The policy also sets out, in the Guidelines for Municipal Support section, at what level municipal funding will be provided. The policy recognizes that youth services are being offered along a continuum from front line youth workers to drop-in centres and as such the responsibilities and obligations of the organisations are defined. Finally, the Application Procedure section outlines the criteria that outreach and centre-based youth programs must meet in order to qualify for municipal funding.

While being a joint policy between the City and District of North Vancouver, each municipality will be expected to only provide funding to those agencies providing services within their respective jurisdictions unless otherwise agreed. All applications for funding for outreach and centre-based youth services are subject to the availability of municipal funds and an assessment of the need for the service proposed.

### REASON FOR POLICY

To provide adequate funding to ensure that municipal youth programs are able to effectively perform their mandated responsibilities.

### AUTHORITY TO ACT

Retained by Council.

<sup>1</sup> The municipalities support other programs and activities which fall under other funding mechanisms and are part of the overall Civic Youth Strategy for each Municipality. Examples may include North Shore Youth in Film, Civic Youth Awards, Youth Week and specific project grants.



## 1. STATEMENT OF PRINCIPLES

### 1.1. Municipal Funding for Youth Services:

- 1.1.1. Equitable: Municipal funding will strive to be equitable in terms of the level of support for services across outreach youth programs. Core funding may be provided for outreach youth services which offer either social services or other services that meet the needs of “at risk” or potentially at-risk youth.
- 1.1.2. Secure: Municipal funding will be ongoing and stable subject to the availability of funding.
- 1.1.3. Fair: The amount of municipal funding will be a fair proportion of core operating expenses for youth outreach services.

### 1.2. Outreach Youth Service Delivery:

- 1.2.1. Scope: Outreach youth workers provide flexible opportunities for youth to receive support, assistance and referrals on a fairly immediate basis. They work both in the schools and in the community and are focused on meeting with youth where the youth are. Youth outreach workers provide opportunities for youth leadership, community engagement and skill development. Youth Outreach Workers work one-to-one with at-risk youth and youth potentially at-risk and also provide small group and classroom instruction. Outreach youth services fall under the District and City of North Vancouver's Civic Youth Strategy and include five major areas of focus:

- 1.2.1.1. Youth Engagement, Community Development and Additional Resources: Includes a community development approach to youth engagement and the ability to secure other funding to supplement municipal dollars in order to enhance the continuum of youth services; and

- 1.2.1.2. Community Based One-to-One, and Group Based Work with At Risk Youth: Includes client centered work with a diverse population of youth. The work includes pre-teens (10-12 years) teens (12-18 years) and youth transitioning into adulthood (19-24 years) – these age groups are inclusive of pregnant and parenting teens, homeless, at-risk and potentially at-risk youth; and

- 1.2.1.3. Recreation and Social Opportunities and Drop In Centre Based Work: Includes youth centre-based and recreation-oriented work designed to build trust and rapport among youth with the opportunity for more one-to-one work if needed; and

- 1.2.1.4. Improved Coordination, Multi-Service Planning and Streamlined Referral Processes: Includes a focus on case management, participation of core funded agencies at community networking tables/committees and a continued effort to improve referrals to and from youth serving organizations and ministries; and

- 1.2.1.5. Multiculturalism and Diversity: Includes a focus on youth outreach staff hiring policies that reflect the diversity of the community, efforts to engage with diverse youth and training programs that include diversity as part of the professional development of youth workers. Inherent in these priorities is a focus on working with youth and family members including:

- individual advocacy for youth at risk, and for youth who are potentially at risk, and more broadly, advocacy for youth as a whole;
    - support to parents and families of youth at risk, or of youth who are potentially at risk.

### 1.3. Relationships to Local Communities:

Outreach youth services should be:

- delivered in a locally-based manner (for example: staff working out of local offices, promoting the use of existing resources, and relating to other local services and locally-based staff);

- accountable and responsible to the local community (for example: through an annual youth forum, local youth services and advisory committees);
- supported by the local community (for example: volunteers, local advisory committees, and business supports and funders); and
- managed and owned by the local community by having the youth outreach staff employed by a locally-based agency<sup>2</sup>. This approach is based on the belief that community development is an integral part of youth services, and that this work needs to be taken on primarily by local citizens and community groups. Having youth services directly tied to a locally-based agency provides an environment where community development and engagement occurs organically.

#### 1.4. Accessibility:

Outreach youth services should be fully accessible to:

- all youth in the area served, particularly those at risk, and those who are potentially at risk;
- all youth in North Vancouver<sup>3</sup>;
- First Nations youth, and youth from other cultural groups; and
- local citizens, parents, and families in the sense that the service and staff should be easily identified.

#### 1.5. Working Conditions:

In order to be effective, Youth Workers need:

- local physical space to work out of;
- an adaptable, supportive and stable organization to work for; and
- adequate training and professional supervision.

#### 1.6. Relationships to Other Youth Serving Agencies:

- Good working relationships with individual staff of other youth serving agencies, and good working relationships at the organizational level, must be developed.

#### 1.7. Flexibility and Adaptability:

- Youth services, both individually and together, need to be managed so that there is both flexibility and adaptability in the youth service system.

## 2. DEFINITIONS

The following definitions relate specifically to this policy:

- 2.1 "At Risk Youth" includes youth between the ages of 10 - 24 who may experience, or who may potentially experience significant difficulties in terms of behaviour, substance abuse, dysfunctional relationships, and/or criminal involvement. It also includes youth who are in danger of physical and psychological abuse.
- 2.2 "Potentially At Risk Youth" conveys the concept that any youth given a particular situation may be at-risk and that given the tumultuous time of adolescents and the existence of societal issues such as divorce, death, moving, substance abuse that any youth should be made to feel welcomed by the municipal youth service program with consideration of the agencies' work plan as specified in Section 1.2.1.
- 2.3 "Community Based Services" includes social, recreational, educational and cultural services provided by non-profit societies located in the City and District of North Vancouver.

<sup>2</sup> In a new "community", the need for an outreach youth service program may arise from a youth service need, or from a broader community concern with youth issues. See Section 6.1 for eligibility criteria.

<sup>3</sup> Outreach youth workers are able to serve youth both from their own local communities and from other parts of North Vancouver only when there is a need for specialized services and when a youth specifically requests an outreach worker not in their catchment area.



- 2.4 "Core Funding" includes the costs necessary to maintain employee positions: salary and benefits and an additional percentage of those costs for program expenses and administrative support.
- 2.5 "Youth Services/Program" includes preventative, intervention, therapeutic social, recreational and cultural services targeted to "at risk" and potentially "at risk" youth.
- 2.6 "Outreach Youth Worker" is the term used in accordance with the standardized job description adopted by the youth service organizations employing youth workers. This includes employees whose primary responsibility is to actively seek out at risk youth in order to provide counselling, mediation and referrals to existing community resources for them and their families.
- 2.7 "Centre Based Youth Worker" is a term used in accordance with the standardized job description adopted by the youth service organizations employing youth workers and the North Vancouver Recreation Commission. This includes employees whose primary responsibility is to staff the youth centres, providing safe, affordable, accessible and enriching programs and activities for youth. Centre workers will refer a youth that they assess as having troubles to a youth outreach worker for case management. The primary purpose of a youth centre (often referred to as a youth lounge) is the provision of youth services (i.e. they need to feel and look like a place that teens and pre-teens would like to be not day camp space).
- 2.8 "Recreational and Social Opportunities" may include sports, drop-ins, youth groups, community outings, camping programs, cultural programs, videos, games and other leisure activities.
- 2.9 "Social Services and Community Support" are services provided by outreach youth workers including counselling and referrals, the provision of information, life skills training and other services to meet the special needs of at risk youth and potentially at-risk youth. Social assistance is broadly defined by the Federal government as "aid in any form to or in respect of a person in need".
- 2.10 "Community Development and Engagement" means a commitment to the values of empowerment in providing services to youth, the development of new services for youth, community problem solving around youth issues, and active youth involvement of the community (e.g. local advisory committees, volunteers, funders) in youth services.
- 2.11 "Financial Responsibility" means that a Society maintains proper accounting procedures and submits financial statements on a yearly basis to the municipality.

### **3. GOALS**

The goals of this policy are to:

- 3.1 Provide policy-governed procedures for allocating City and District of North Vancouver funds to community based agencies providing youth programs.
- 3.2 Endeavour to ensure that funding provided by the City and District of North Vancouver is allocated in a fair and transparent manner.
- 3.3 Provide guidelines for the implementation of the Funding Policy.

### **4. RESPONSIBILITIES**

#### **4.1 City and District of North Vancouver:**

- 4.2.1. The City and District of North Vancouver will be responsible for the implementation and maintenance of this policy.
- 4.2.2. The municipalities may provide core funding for outreach youth services to youth at risk.
- 4.2.3. The municipalities will develop guidelines for ongoing accountability and will ensure that the community based agencies are aware of these guidelines.

#### **4.2 Community Based Agencies:**

- 4.2.1. Based on the agreed upon yearly work plan developed cooperatively with the youth serving agencies and the municipalities, the agencies will be responsible for those

activities and services identified. The agencies will be responsible for program development, staff supervision and administrative functions. In addition the agencies will be responsive to municipal needs related to public concerns and requests.

4.2.2. These agencies will be responsible for obtaining any additional funding required to operate the program which best suits their community's needs.

4.2.3. These agencies will be financially and administratively responsible for ensuring accountability in all facets of their operation.

## **5. GUIDELINES FOR MUNICIPAL SUPPORT TO YOUTH PROGRAMS**

### **5.1. Funding:**

5.1.1. The City and District of North Vancouver may provide core funding for community based services which provide either social services or other services that meet the needs of "at risk" youth. The amount of funding provided will meet core staff requirements and be subject to the availability of funding and assessment of the need.

5.1.2. The City and District of North Vancouver may provide additional funds to a community-based service which proposes to operate a new youth outreach program filling a community need for which "developmental money" is required.

5.1.3. Salaries and benefits will be determined by the sponsoring agency consistent with standards agreed to by the agencies. The amount of funding provided will take into account the salary level submitted by each non-profit society along with eligibility criteria, set forth in this policy.

5.1.4. Funding may be revoked by the City and the District of North Vancouver if the youth program or sponsoring agency ceases to meet the goals and eligibility criteria as set forth in this policy.

### **5.2. Federal and Provincial Funding:**

5.2.1. Municipalities will be supportive in assisting agencies in accessing provincial and federal funding to enhance the continuum of services for youth.

5.2.2. The agencies will similarly be supportive of the municipalities accessing any additional resources or possible reimbursements for the provision of social and community services.

### **5.2. Indirect Support:**

5.2.1. In addition to financial support, the City and District of North Vancouver may also support youth services by leasing municipally owned buildings to the non-profit society providing the program. Such leases will be consistent with all current municipal community lease policies and procedures.

## **6. APPLICATION PROCEDURE**

### **6.1. Eligibility Criteria:**

To qualify for municipal funding, youth programs must meet the following criteria. They must:

- 6.1.1. be sponsored by a community-based organization incorporated as a non-profit society, if they are not a non-profit society themselves;
- 6.1.2. work closely with existing community resources and services;
- 6.1.3. serve youth who are residents of North Vancouver;
- 6.1.4. provide specific programs or opportunities to meet the needs of "at risk" or potentially at-risk youth in their particular community (the City and District of North Vancouver will not fund a new youth program in cases where an existing service could satisfactorily meet the need);
- 6.1.5. justify the need for the youth program;
- 6.1.6. encourage volunteer involvement;
- 6.1.7. be seeking or receiving funding from other sources;
- 6.1.8. encourage youth involvement.



- 6.1.9. provide adequate professional supervision for all youth worker staff; and
- 6.1.10. demonstrate that linkages are being developed and maintained with front line staff in other youth serving agencies, organizations, departments, and other levels of government.

## 6.2. Accountability

- 6.2.1. Sponsoring societies must demonstrate accountability to the community and residents being served through such measures as the following:

- 6.2.1.1 broad representation on the board of directors;
- 6.2.1.2 consulting with youth advisory committees;
- 6.2.1.3 consulting with community and user groups; and
- 6.2.1.4 ensuring youth involvement in the planning and delivery of services (such as an annual youth forum).

- 6.2.2. Outreach youth programs must also provide regular statistical information that reflects the five major service areas as outlined in this policy in Section 1.2.1. Reports should be submitted to the municipal Social/Community Planning Department and should include the following information:

- 6.2.2.1 a description of programs and activities;
- 6.2.2.2 the demographics of youth served by each service;
- 6.2.2.3 a description of trends and needs for at-risk youth; and
- 6.2.2.4 results from the annual youth forum (or alternate form of meaningful youth involvement as related to input into the delivery of youth services as agreed by the municipality).

- 6.2.3. Sponsoring agencies must demonstrate financial accountability of the agency, by submitting the latest financial statement (statement of revenue and expenditures, statements of assets and liabilities) to the municipality.

## 6.3. Conflict of Interest:

The sponsoring society shall be subject to the regulations outlined in the British Columbia Society Act and the Federal Income Tax Act (where applicable) with respect to conflict of interest policies.

## 6.4. Funding Disbursements:

Core funded youth agencies whose applications are approved will receive funding for youth programs in semi-annual instalments as per the following:

- a) the municipality will provide half of the previous year's grant allocation in January; and
- b) the balance of the amount to meet the current year's funding request following approval by Council of the annual budget.

Approval Date:	October 19, 1992	Approved by:	City of North Vancouver
Approval Date	October 27, 1992	Approved by:	District of North Vancouver
1. Amendment Date	June 20, 1994	Approved by:	Executive Committee
2. Amendment Date	December 11, 1995	Approved by:	Regular Council
3. Amendment Date	November 3, 2008	Approved by:	Regular Council



**CORPORATE POLICY MANUAL**

Section:	Social and Community Services Planning	10
Sub-Section:	Youth Services	5120
Title:	OUTREACH YOUTH SERVICES - CORE FUNDING	3

**MUNICIPAL YOUTH SERVICES POLICY VISION STATEMENT**

"To create relationships and opportunities that enable the development of youth to become meaningfully involved in the life of the municipality and to be healthy, engaged and valued members of the community."

**POLICY**

The District may provide core funding to community based services providers for services that meet the needs of youth at risk or potentially "at risk".

**REASON FOR POLICY**

To provide a shortened application and review process and assurances of continued core funding to youth services which meet the criteria outlined in this policy.

**AUTHORITY TO ACT**

Retained by Council

**PROCEDURE**

**1. CRITERIA**

The organization must meet the eligibility criteria contained in section 6.1 of the City and District of North Vancouver Youth Policy: Outreach and centre-Based Youth Work.

- 1.1. Core funding is only for core staff funding (see definition of Core below)
- 1.2. The minimum amount is \$5,000.
- 1.3. The organization must have received at least 3 continuous years of District or City community grants prior to applying for core funding

**2. DEFINITION OF CORE FUNDING**

Core funding includes the costs necessary to maintain employee positions: salary and benefits, and an additional percentage of those costs for program expenses and administrative support.

**3. APPLICATION PROCESS**

- 3.1. The organization will submit its funding request for the following year to the appropriate Social Planning staff designate in the fall of each year. Included in the budget package is the following:
  - 3.1.1. financial statement from the previous year
  - 3.1.2. budget - using the District's and City's budget format
  - 3.1.3. annual report



- 3.1.4. statistical report summarizing the past year of service provision (numbers of clients, services, new trends etc) and proposed programs and services for the projected year.
- 3.2. Staff will review funding requests with respect to the following:
  - 3.2.1. the reasonableness of the budget figures;
  - 3.2.2. involvement of local community and volunteer contributions;
  - 3.2.3. linkages with existing service providers;
  - 3.2.4. youth demographics for that area and the demand for youth services.
- 3.3. The organization will be advised of the amount of the District's and City's funding by Social Planning staff in May after the budget receives final approval from Council.

#### **4. FUNDING DISBURSEMENTS**

Agencies whose applications are approved will receive funding for outreach youth programs in semi-annual installments as per the following:

- 4.1. the District and City will provide half of the previous year's funding allocation in January; and
- 4.2. the balance of the amount to meet the current year's funding request following approval by Council of the annual budget

#### **5. OPTING OUT OF CORE FUNDING**

The District may cease core funding to an organization due to any significant changes in staff, client numbers or composition, funding from other sources, or in the organization itself, or any major concerns or complaints from Social Planning staff or the community which have been validated.

The organization may opt out of core funding at any time for any reason.

#### **6. ACCOUNTABILITY**

The District and City shall ensure accountability and quality of service through the following means:

- 6.1. Staff shall review each organization's budget package (as outlined in section 3 above);
- 6.2. Social/Community Planning staff shall monitor services through the Service Agreements, corresponding Annual Civic Youth Services Work Plan; and related statistical reporting procedures. Additionally staff are in contact with the organizations on a regular basis;
- 6.3. Each agency shall hold an annual youth forum (or other form of input as approved by the municipality) on youth needs and issues in conjunction with other interested stakeholders if appropriate.
- 6.4. Social / Community Planning staff shall monitor that statistical information provided by agency's annually.

Approval Date:	November 18, 1992	Approved by:	City of North Vancouver
Approval Date	October 28, 1991	Approved by:	DNV Policy & Planning Committee
2. Amendment Date:	December 19, 1994	Approved by:	Executive Committee
3. Amendment Date:	December 11, 1995	Approved by:	Regular Council
4. Amendment Date:	November 3, 2008	Approved by:	Regular Council



## CORPORATE POLICY MANUAL

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

### POLICY

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

### REASON FOR POLICY

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

### AUTHORITY TO ACT

Retained by Council

### PROCEDURE

#### 1.0 Criteria for Grant Applications

Groups applying for grants must

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

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

#### 2. Applications

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

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

Staff will review applications and provide recommendations to Council.

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

### 3.0 Publication of District Grant Process and Criteria

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

### 4.0 Acknowledgement of District Grants

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

### 5.0 Return of Unspent Funds

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



## 6.0 Accountability


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

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



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 7, 2014</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

 Dept. Manager	 Director	 CAO
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9.7

## The District of North Vancouver REPORT TO COUNCIL

November 17, 2015  
File: 08.3060.20/ 37.15

**AUTHOR:** Kathleen Larsen, Community Planner

**SUBJECT:** Development Variance Permit 37.15 - 854 Shakespeare Avenue

### RECOMMENDATION:

It is recommended that:

Development Variance Permit 37.15 (Attachment A) be issued to allow for a coach house in the rear yard of the property at 854 Shakespeare Avenue.

**REASON FOR REPORT:** The project requires Council's approval of a Development Variance Permit to allow a secondary suite outside of the main dwelling.

### SUMMARY:

The owners have applied for a Development Variance Permit to allow for a coach house in the rear yard of the property.

The proposal requires a variance to allow the location of a secondary suite outside of the main single-family dwelling. The proposal is supportable as it addresses the Coach House Design Guidelines. There has been no response to the Planning Department notification from surrounding neighbours.



**ANALYSIS:**

Purpose: To allow for a coach house with access from Shakespeare Avenue in the rear yard of the subject property.

Site and Surrounding Area: The site and surrounding lots are zoned Residential Single-Family 7200 Zone (RS3) as shown in the following context map and air photo. A shared driveway from Shakespeare Avenue will provide vehicle access to both the proposed coach house and new single-family house currently being constructed on the lot.



Proposed Variances: The proposal for the garage conversion requires the following variance:

Regulation	Required/ Permitted	Proposed New Work
Location of Secondary Suite	In main dwelling	Rear yard



**Discussion:**

The applicant is proposing to construct a  $73.8\text{m}^2$  (794 sq ft) one-storey coach house in the rear yard of a  $993.9\text{m}^2$  (10,698 sq ft) corner lot.

A new  $300.6\text{m}^2$  (3,236 sq ft) single-family house, complementary in design to the coach house with similar finishing materials and roof lines, is currently being constructed on the lot. The new house and coach house combined will not exceed the total permitted floorspace for the property. No variances were required for the house.

Vehicle access for the new dwelling and coach house will be from a shared driveway on Shakespeare Avenue. A parking pad for a single vehicle is proposed in front of the coach house while an enclosed double car garage will provide parking for the main dwelling. There are no tandem parking stalls proposed on the site.

A separate private outdoor area with a patio and grass pavers is proposed directly adjacent to the coach house. To ensure a separation from the main house and sense of privacy the outdoor area is defined with hedging and landscaping.

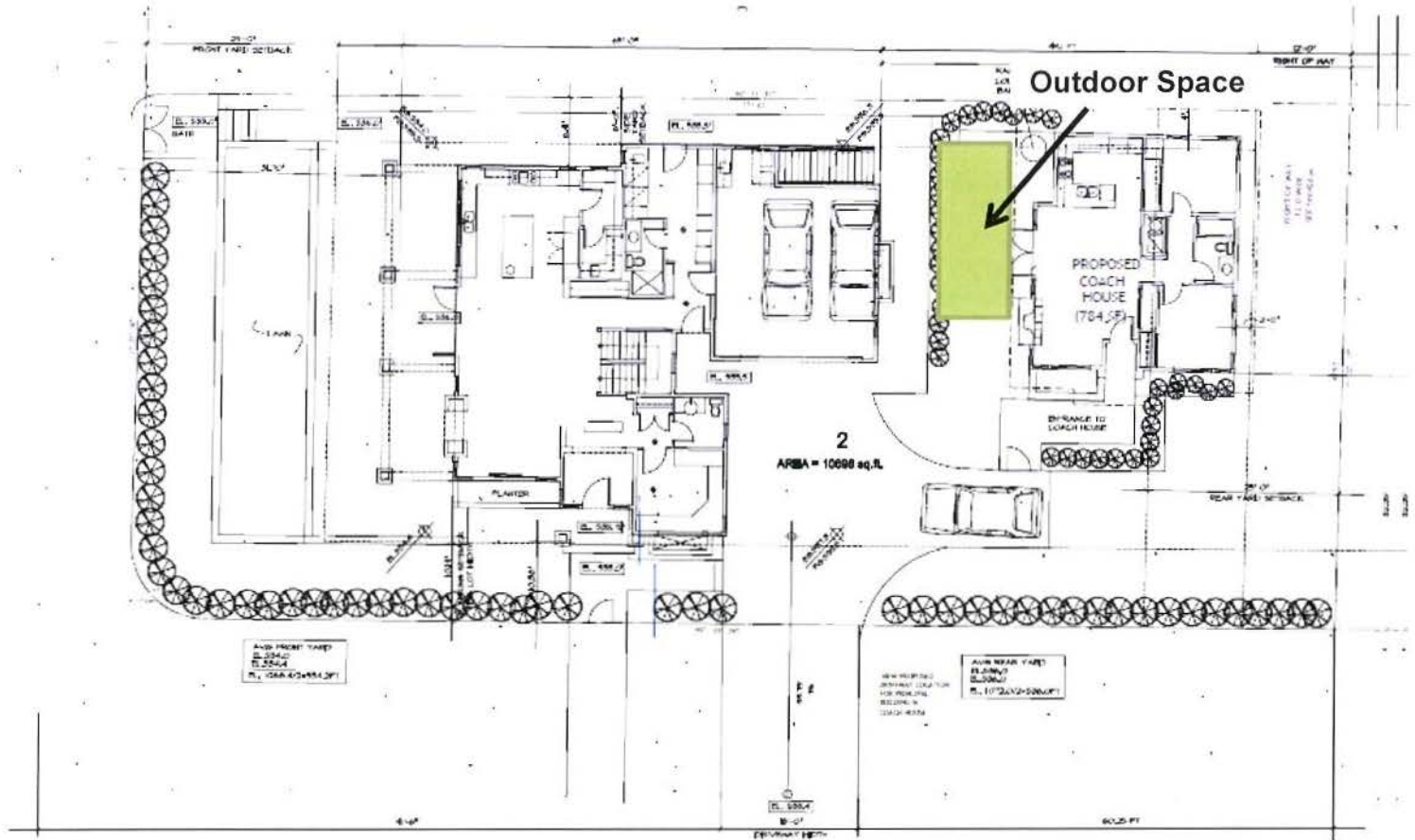


Existing Development Site



Proposed Development Site



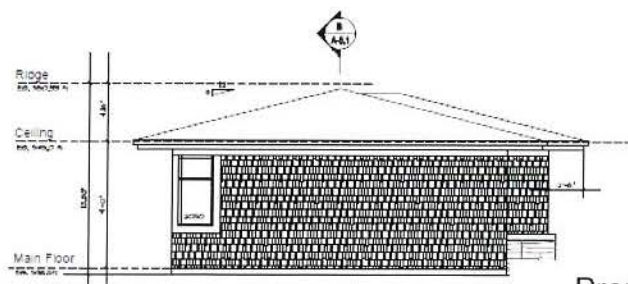
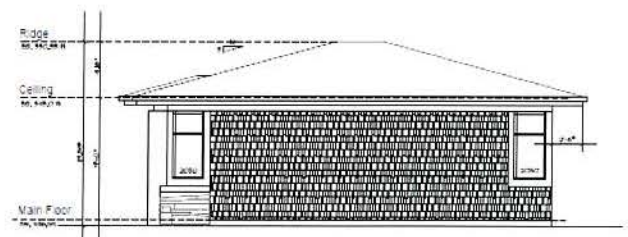
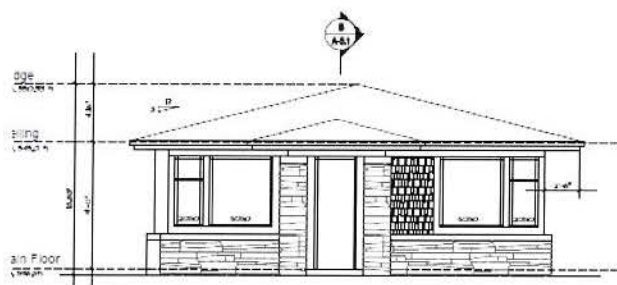


### Coach House Design Guidelines

The proposal has been reviewed by staff and addresses the Design Guidelines for coach house development variance permit applications as follows:

- The corner lot is a minimum of 15m in width and the combined new house and coach house do not exceed the permitted floorspace permitted on the lot;
- The proposed one-storey coach house meets the size, setback and height requirements of the Design guidelines;
- Three parking stalls are provided on-site in a non-tandem configuration;
- The coach house and new dwelling on the property have been designed with similar roof lines and cedar shingle and natural stone veneer exterior finishing materials to ensure that they are complementary in quality and design;
- The one storey coach house will allow aging in place and provide for the future needs of the owners or tenants;

- A private outdoor space of approximately 20.9m<sup>2</sup> (225 sq ft) with a patio and grass pavers is provided for the use of the coach house tenants and is defined and screened for privacy with hedging;
- To ensure there are no further suites on the property, a Section 219 Covenant will be registered to prohibit a secondary suite within the main dwelling. Registration is required as a condition of the attached Development Variance Permit 37.15.



Proposed Coach House Elevations (location variance)

Notification:

An information letter was sent out to ten adjacent neighbours and occupants plus the Lynn Valley Community Association to inform them of the application. No responses have been received. Staff will report on any additional input prior to Council consideration.

Conclusion:

The proposed coach house requires a variance to the Zoning Bylaw to allow for a secondary suite to be located outside of the main dwelling on the lot. The variance is supportable as the applicant has addressed the applicable design criteria for a coach house development.

**OPTIONS:**

The following options are available for Council's consideration:

1. Issue Development Variance Permit 37.15 (Attachment A) to allow for the construction of a coach house in the rear yard of the property at 854 Shakespeare Avenue (staff recommendation); or
2. Deny Development Variance Permit 37.15.



Kathleen Larsen  
Community Planner

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****DEVELOPMENT VARIANCE PERMIT 37.15**

This Development Variance Permit 37.15 is hereby issued by the Council of The Corporation of the District of North Vancouver to Shakespeare Homes & Renovations Inc., Inc No. BC0581140 to allow for the development of a coach house on the property located at 854 Shakespeare Avenue described as Lot 2, District Lot 2003, Plan 14014 (PID: 007-959-184), subject to the following terms and conditions:

- A. The following Zoning Bylaw regulations are varied under Section 922(1)(b) of the Local Government Act:
1. Section 502.3 in the Zoning Bylaw is varied to permit a secondary suite to be located outside the single-family residential on the subject property as shown on the attached drawings;
  2. The above variance is granted subject to registration of a Section 219 Covenant registered on the property in favour of the District in priority of all financial charges to ensure the coach house building contains the only secondary suite on the property;
  3. The variance shall apply only to the building construction as illustrated on the attached drawings (DVP 37.15 A-C).
- B. The following requirement is imposed under Subsection 926(1) 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.

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Mayor

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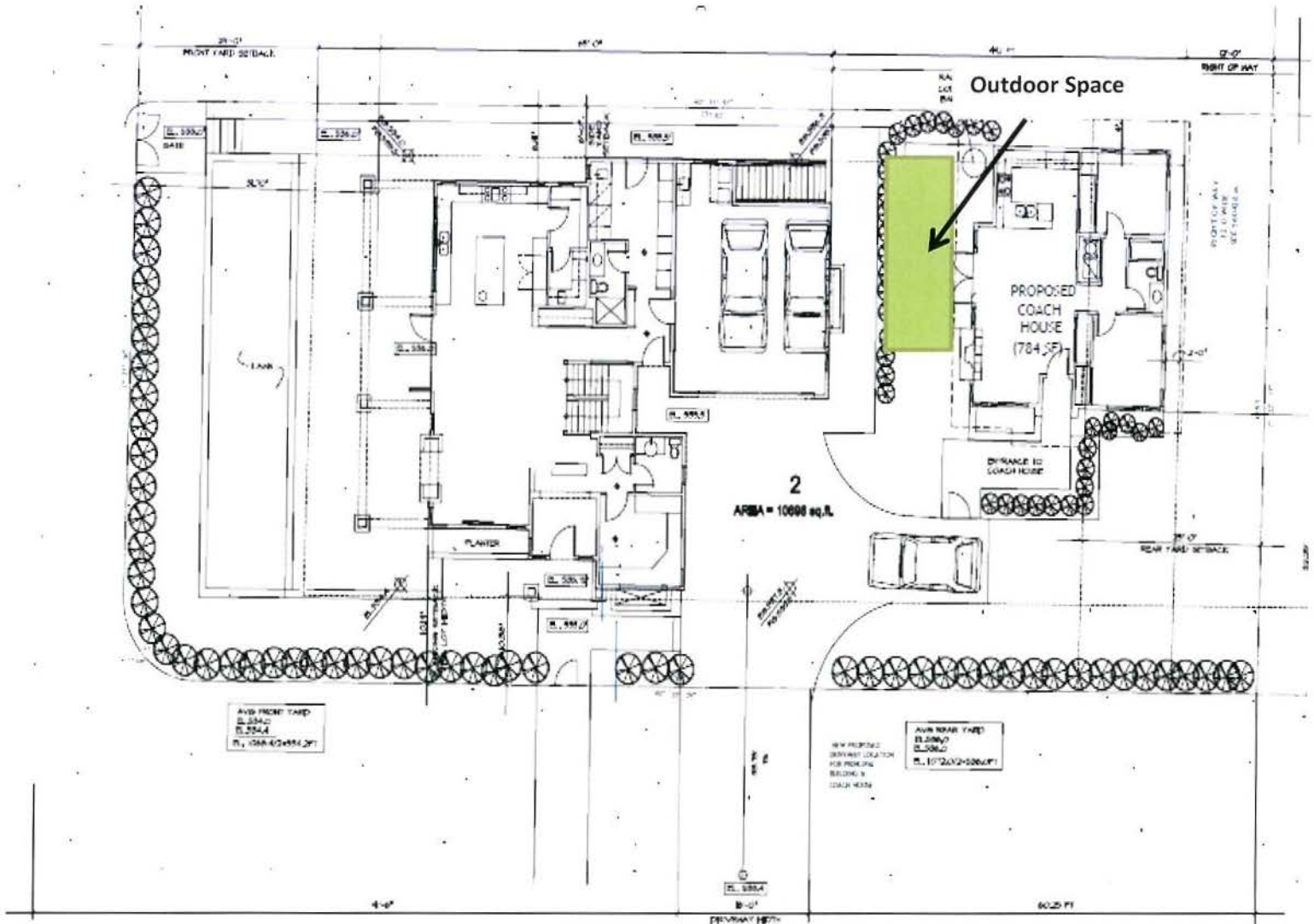
Municipal Clerk

Dated this day                      of                      , 2015.

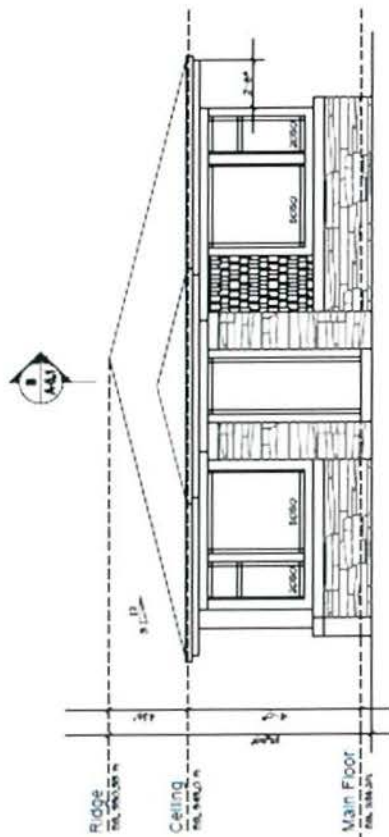




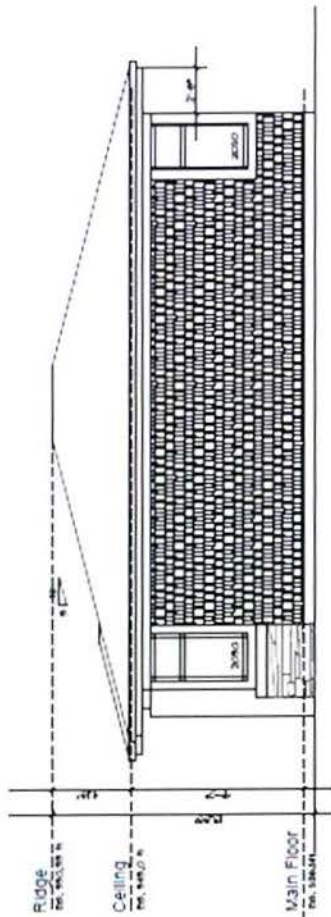
Proposed Development Site



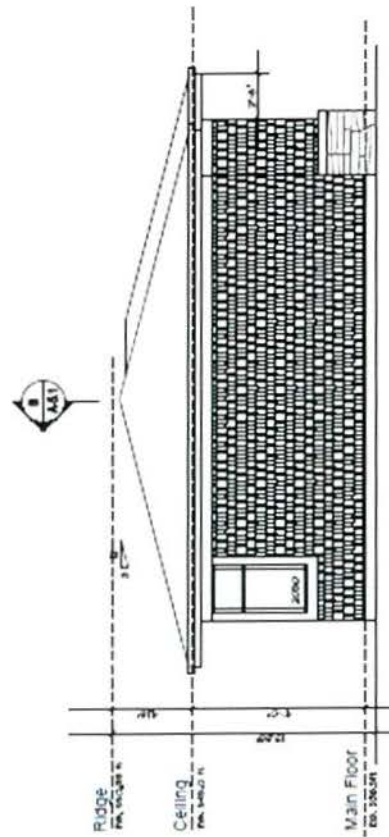
Site Plan



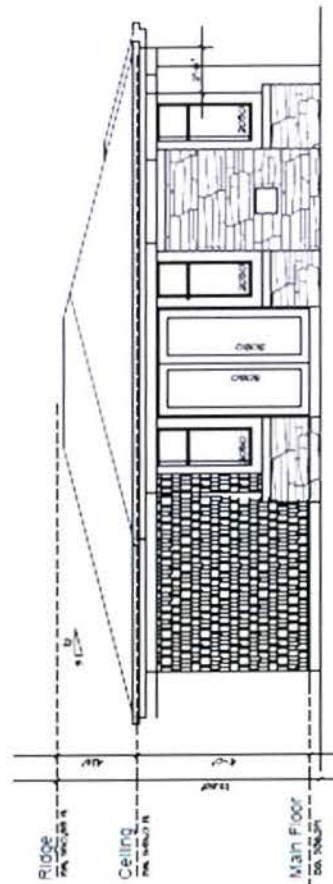
1. South Elevation



2. East Elevation



3. North Elevation




4. West Elevation



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 7, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

9.8

## The District of North Vancouver REPORT TO COUNCIL

October 19, 2015  
File: 08.3060.20/054.14

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** Bylaws 8122 and 8123: 3260 Edgemont Blvd., 3230 Connaught Cres., and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited).

---

### RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)" is ADOPTED as amended.

THAT "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont Blvd., 3230 Connaught Cres., and 1055-1073 Ridgewood Drive)" is ADOPTED.

### BACKGROUND:

Bylaws 8122 and 8123 received First Reading on June 1, 2015. A Public Hearing was held and closed on June 23, 2015 for Bylaw 8122.

Bylaw 8122 received Second and Third Readings on July 6, 2015 and Bylaw 8123 received Second Reading as amended and Third Reading on that same night.

Pursuant to section 52(3)(a) of the *Transportation Act*, Bylaw 8122 received approval from the Ministry of Transportation and Infrastructure on July 13, 2015.

Prior to adoption Bylaw 8122 required a minor edit as two sections were titled 4B90-1 rather than 4B90-1 and 4B90-2. This bylaw is presented for Adoption as amended.

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.



**SUBJECT: Bylaws 8122 and 8123: 3260 Edgemont Blvd., 3230 Connaught Cres.,  
and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited).**

October 19, 2015

Page 2

Respectfully submitted,



James Gordon,  
Municipal Clerk

Attachments:

- The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)
- Housing Agreement Bylaw 8123, 2015 (3260 Edgemont Blvd., 3230 Connaught Cres., and 1055-1073 Ridgewood Drive)
- Staff Report – June 24, 2015

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input checked="" 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 8122**

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

---

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

### **1. Citation**

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)”.

### **2. Amendments**

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

(A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.

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

**“Comprehensive Development Zone 90      CD90”**

(C) Part 4B Comprehensive Development Zone Regulations by inserting the following:

**“Comprehensive Development Zone 90      CD90”**

#### **4B90-1 Intent:**

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

#### **4B90-2 Uses:**

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
• artist's studio	• office use
• child care facility	• personal service use
• custom manufacturing establishments	• recreation/community centre use
• fitness centre	• residential use
• hobby beer and wine making establishment	• restaurant use
• liquor store	• retail use
• pet care establishment	
• studio	
• veterinarian	

#### **4B90-3 Conditions of Use:**

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;

- (b) *Pet Care Establishment* and *Veterinarian* are permitted subject to the following condition:

- (i) an outside public entrance is required;

- (c) *Residential use* is permitted subject to the following condition:

- (i) *Residential use* is limited to a maximum of 90 *dwelling units*;

- (d) *Restaurant use* is permitted subject to the following condition:

- (i) *Restaurant use* may not include a *drive-in restaurant* or a *drive-through use*;

(e) *Retail use* is permitted subject to the following conditions:

- (i) *Retail use* may not include: *auctioneer use; equipment sales and rental use; or vehicle sales use;*

#### **4B90-4 Accessory Uses:**

*Accessory use* is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

(a) *Home occupations* are permitted only when accessory to a *residential use* and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;

(b) *Outdoor customer service areas* are permitted subject to the following conditions:

- (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant use*, including a *licenced lounge, neighbourhood public house, retail use or a retail food service;*
- (ii) an *outdoor customer service area* in conjunction with a *restaurant use*, including a *licenced lounge* and a *neighbourhood public house*, shall not exceed 60 seats;
- (iii) an *outdoor customer service area* in conjunction with a retail grocery store use, shall not exceed 24 seats;
- (iv) an *outdoor customer service area* in conjunction with any other *retail use or a retail food service*, shall not exceed 8 seats;
- (v) an *outdoor customer service area* must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
- (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and
- (vii) additional parking is not required for an *outdoor customer service area;*

(c) *Outdoor product display and sales areas* are permitted only for a *retail use*, subject to the following conditions:



- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

#### **4B90-5 Density:**

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m<sup>2</sup> (71,600ft.<sup>2</sup>) of which no more than 930m<sup>2</sup> (10,000ft.<sup>2</sup>) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m<sup>2</sup> (1,500ft.<sup>2</sup>), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

#### **4B90-6 Amenities:**

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m<sup>2</sup> (154,650ft.<sup>2</sup>), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
  - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
  - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

#### **4B90-7 Maximum Principal Building Size:**

Not applicable

#### **4B90-8 Setbacks:**

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

**4B90-9 Building Orientation:**

Not applicable

**4B90-10 Building Depth and Width:**

Not applicable

**4B90-11 Coverage:**

- (a) Building coverage shall not exceed 82%;
- (b) Site coverage shall not exceed 85%.

**4B90-12 Height:**

- (a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

**4B90-13 Acoustic Requirements:**

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

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

- (b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;
- (c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

#### **4B90-14 Landscaping:**

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

#### **4B90-15 Subdivision Requirements:**

Not Applicable.

#### **4B90-16 Additional Accessory Structure Regulations:**

Not applicable.

#### **4B90-17 Parking, Bicycle Parking and Loading Regulations:**

- (a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

<b>Use</b>	<b>Parking Requirement</b>
Residential dwelling unit	1 space per unit + 1 space per 100m <sup>2</sup> (1076.4ft. <sup>2</sup> ) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m <sup>2</sup> of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m <sup>2</sup> of gross floor area
All other conditional commercial uses	1 space/45m <sup>2</sup> of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;



- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
  - (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
  - (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m<sup>2</sup> of gross commercial floor area;
  - (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
  - (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
  - (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw."
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

**READ** a first time June 1<sup>st</sup>, 2015

**PUBLIC HEARING** held June 23<sup>rd</sup>, 2015

**READ** a second time July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

Certified a true copy of "Rezoning Bylaw 1330 (Bylaw 8122)" as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on July 13<sup>th</sup>, 2015.



**ADOPTED** as amended

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Mayor

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Municipal Clerk

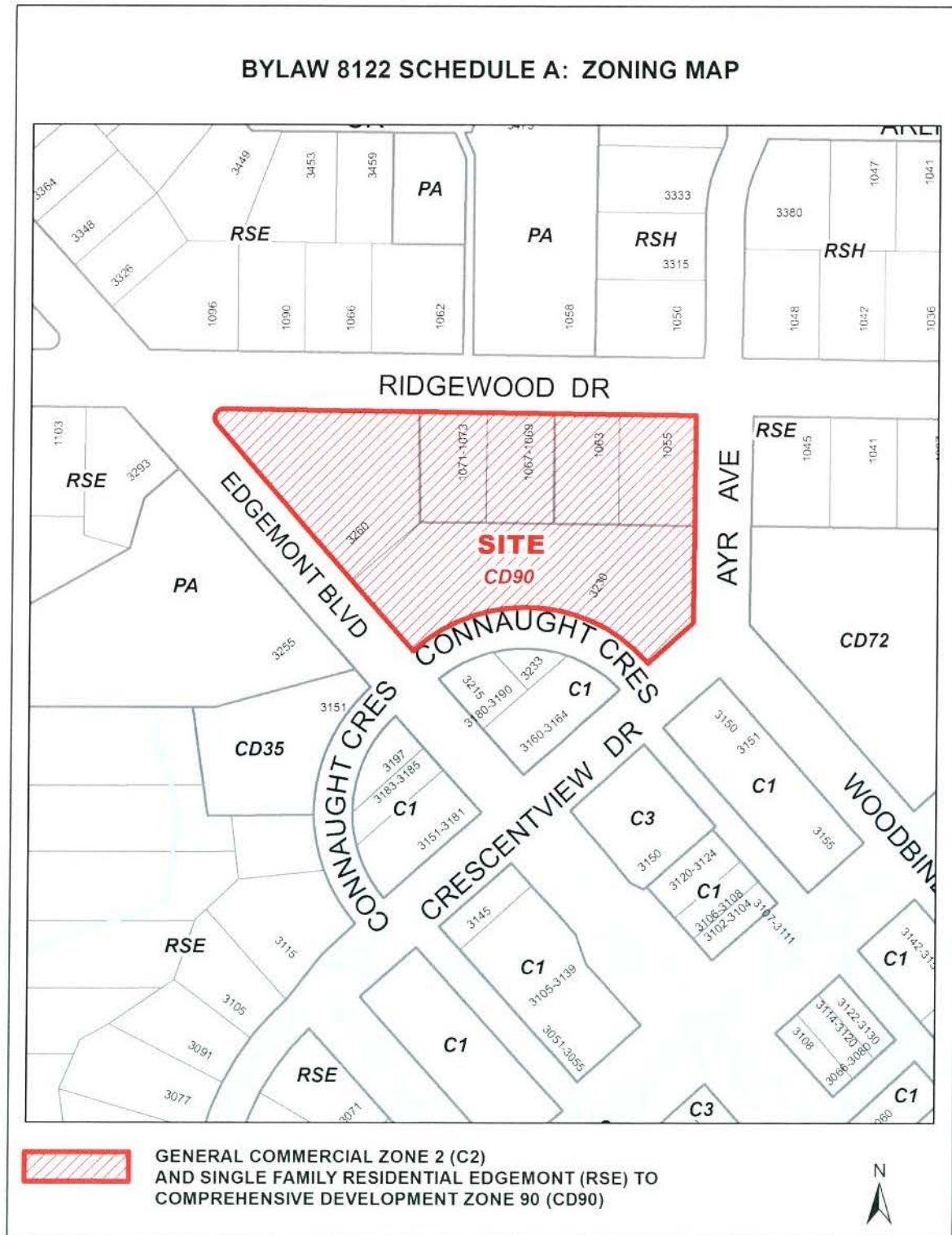
Certified a true copy

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Municipal Clerk

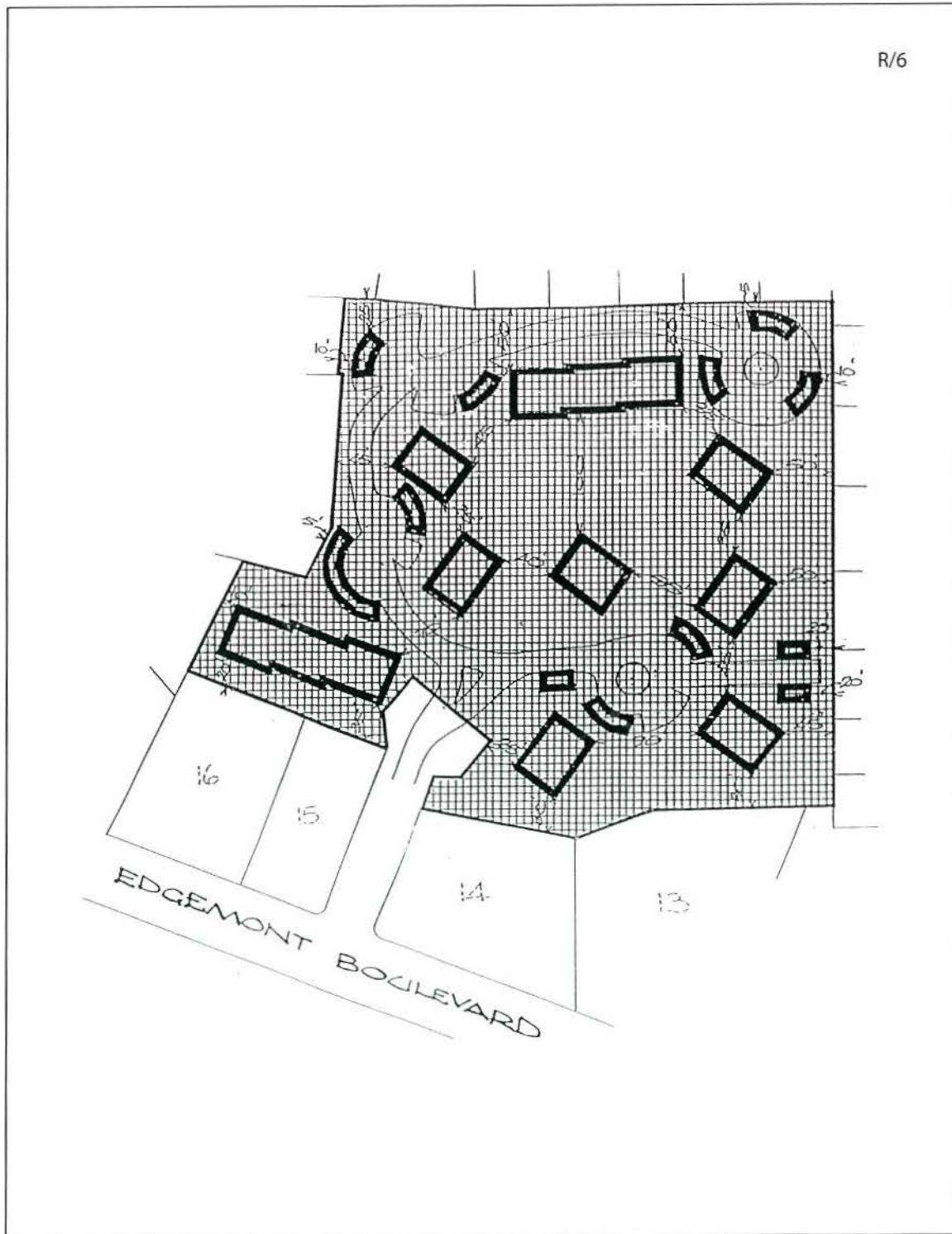
# Schedule A to Bylaw 8122

## BYLAW 8122 SCHEDULE A: ZONING MAP



Schedule B to Bylaw 8122

R/6



## **The Corporation of the District of North Vancouver**

### **Bylaw 8123**

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive.)

---

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

#### **1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

#### **2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
- b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
- c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
- d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
- e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240);  
and
- f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

#### **3. Execution of Documents**

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

**READ** a first time June 1<sup>st</sup>, 2015

**READ** a second time as amended July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015



**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

## Schedule A to Bylaw 8123

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2015 is

BETWEEN:

**EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404**

#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

(the “Owner”)

AND:

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

(the “District”)

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

## 1. DEFINITIONS

### 1.01 Definitions

In this agreement:

- (a) "Development Permit" means development permit No.54.14 issued by the District;
- (b) "Lands" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "Proposed Development" means the development on the Lands contemplated in the Development Permit containing not more than ~~89~~ 90 Units;
- (d) "Unit" means a residential dwelling strata unit in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Dwelling Unit in the Proposed Development.

## 2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

## 3. RENTAL ACCOMODATION

### 3.01 Rental Disclosure Statement

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

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

### 3.02 Rental Accommodation

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

4. **DEFAULT AND REMEDIES**

4.01 Notice of Default

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

4.02 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 prepaid courier, or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404  
#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

Attention: Marc Josephson

If to the Unit Owner:

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

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

#### 6.12 Further Assurances

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

#### 6.13 Enuring Effect

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

### 7. INTERPRETATION

#### 7.01 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) ~~(d)~~ This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (b) ~~(e)~~ This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw ~~8030~~ 8123.

7.07 Governing Law

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

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

## CONSENT AND PRIORITY AGREEMENT

### GIVEN THAT:

1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
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. \_\_\_\_\_ (together, the "Prior Charge");
3. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

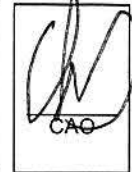
In consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

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

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

- END OF DOCUMENT -

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>July 6, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 24, 2015  
File: 08.3060.20/054.14

**AUTHORS:** Linda Brick, Deputy Municipal Clerk  
Doug Allan, Community Planner

**SUBJECT:** **Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)**

---

### RECOMMENDATIONS:

THAT "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)" is given SECOND and THIRD Readings.

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

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

THAT staff be directed to:

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

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

### REASON FOR REPORT:

Bylaws 8122 and 8123 received First Reading on June 1, 2015. A Public Hearing for Bylaw 8122 was held and closed on June 23, 2015. At bylaw introduction, staff advised Council that a minor amendment was needed to Housing Agreement Bylaw 8123. At the Public Hearing, Council requested further information on the management of noise associated with outdoor customer service areas in the project and a covenant to institute the use of the

**SUBJECT: Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)**

June 24, 2015

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commercial parking in the project, free, for the general public. This report responds to those issues.

## **HOUSING AGREEMENT BYLAW 8123**

Staff have prepared an amendment to Section 1.01(c) to change the reference to the number of dwelling units from 89 to 90 to be consistent with the maximum number of units permitted in the CD90 Zone. Two administrative changes to the Housing Agreement Bylaw are made to Section 7.06 by renumbering the clauses and correcting the bylaw reference in the second clause.

## **NOISE MANAGEMENT**

The CD90 Zone permits 'outdoor customer service areas' as an accessory use and establishes the number of outdoor seats allowed for different commercial uses. Council requested information on mechanisms to ensure that noise from these outdoor seating areas could be managed.

Section 4B90-3(a)(ii) in the CD90 Zone, requires that all uses comply with the 'Good Neighbour Requirements For Employment Zones and Village Commercial Zones' which reference noise, lighting, glare and air quality standards (section 414(a), (b) and (c) of the Zoning Bylaw, copy attached).

To augment this zoning regulation, staff will ensure that appropriate private dispute resolution mechanisms are in place for dealing with issues that may arise between the commercial and residential components of this proposed development. In addition, the development covenant will contain a clause restricting the hours of operation of outdoor seating areas to 8:00a.m. to 11:00p.m.

To further address this issue, staff will work with the applicant through the development permit process to design the outdoor customer seating area adjacent to the proposed restaurant and gateway plaza to mitigate sounds.

## **COMMERCIAL PARKING.**

The applicant has agreed to make all of the required commercial parking free to the general public under certain conditions.

To implement this agreement, the development covenant to be registered prior to adoption of Rezoning Bylaw 8122, will ensure that:

- the required commercial parking will be made available to the public at no charge;
- the free commercial parking will be available to the public while businesses in the complex are open;



**SUBJECT: Bylaws 8122 and 8123: Rezoning and Housing Agreement Bylaws for a Mixed Commercial/Residential Project at 3260 Edgemont Blvd., 3230 Connaught Crescent and 1055-1073 Ridgewood Drive (Edgemont Village BT Limited)**

June 24, 2015

Page 3

- the applicant will be able to institute a 2 hr time limit for the free public parking which is consistent with the existing on-street parking time limit; and
- the applicant will be able to institute pay parking if, or when, the District institutes pay parking on the streets within the limits of Edgemont Village.

Bylaw 8122 is now ready to be considered for Second and Third Readings by Council.  
Bylaw 8123 is now ready to be considered for Second Reading, as amended, and Third Reading.

**Options:**

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

Respectfully submitted,

  
Linda Brick  
Deputy Municipal Clerk

  
Doug Allan  
Community Planner

**Attachments:**

- A. District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)
- B. Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive), as amended;
- C. Zoning Bylaw Excerpt – Section 414
- D. Public Hearing Minutes – June 23, 2015
- E. Staff Report – dated May 14, 2015

REVIEWED WITH:		
<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 _____		

**The Corporation of the District of North Vancouver****Bylaw 8122**

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

---

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

**1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)".

**2. Amendments**

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

(A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.

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

**"Comprehensive Development Zone 90      CD90"**

(C) Part 4B Comprehensive Development Zone Regulations by inserting the following:

**"Comprehensive Development Zone 90      CD90"**

**4B90-1 Intent:**

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

**4B90-1 Uses:**

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
• artist's studio	• office use
• child care facility	• personal service use
• custom manufacturing establishments	• recreation/community centre use
• fitness centre	• residential use
• hobby beer and wine making establishment	• restaurant use
• liquor store	• retail use
• pet care establishment	
• studio	
• veterinarian	

#### **4B90-3 Conditions of Use:**

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;

- (b) *Pet Care Establishment* and *Veterinarian* are permitted subject to the following condition:

- (i) an outside public entrance is required;

- (c) *Residential use* is permitted subject to the following condition:

- (i) *Residential use* is limited to a maximum of 90 *dwelling units*;

- (d) *Restaurant use* is permitted subject to the following condition:

- (i) *Restaurant use* may not include a *drive-in restaurant* or a *drive-through use*;

(e) *Retail use* is permitted subject to the following conditions:

- (i) *Retail use* may not include: *auctioneer use; equipment sales and rental use; or vehicle sales use;*

#### **4B90-4 Accessory Uses:**

*Accessory use* is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

(a) *Home occupations* are permitted only when accessory to a *residential use* and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;

(b) *Outdoor customer service areas* are permitted subject to the following conditions:

- (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant use*, including a *licensed lounge, neighbourhood public house, retail use or a retail food service;*
- (ii) an *outdoor customer service area* in conjunction with a *restaurant use*, including a *licensed lounge* and a *neighbourhood public house*, shall not exceed 60 seats;
- (iii) an *outdoor customer service area* in conjunction with a retail grocery store use, shall not exceed 24 seats;
- (iv) an *outdoor customer service area* in conjunction with any other *retail use or a retail food service*, shall not exceed 8 seats;
- (v) an *outdoor customer service area* must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
- (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and
- (vii) additional parking is not required for an *outdoor customer service area;*

(c) *Outdoor product display and sales areas* are permitted only for a *retail use*, subject to the following conditions:



- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

#### **4B90-5 Density:**

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m<sup>2</sup> (71,600ft.<sup>2</sup>) of which no more than 930m<sup>2</sup> (10,000ft.<sup>2</sup>) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m<sup>2</sup> (1,500ft.<sup>2</sup>), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

#### **4B90-6 Amenities:**

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m<sup>2</sup> (154,650ft.<sup>2</sup>), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
  - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
  - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

#### **4B90-7 Maximum Principal Building Size:**

Not applicable

#### **4B90-8 Setbacks:**

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

**4B90-9 Building Orientation:**

Not applicable

**4B90-10 Building Depth and Width:**

Not applicable

**4B90-11 Coverage:**

(a) Building coverage shall not exceed 82%;

(b) Site coverage shall not exceed 85%.

**4B90-12 Height:**

(a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,

(b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

**4B90-13 Acoustic Requirements:**

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

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

(b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;

(c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

#### **4B90-14 Landscaping:**

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

#### **4B90-15 Subdivision Requirements:**

Not Applicable.

#### **4B90-16 Additional Accessory Structure Regulations:**

Not applicable.

#### **4B90-17 Parking, Bicycle Parking and Loading Regulations:**

- (a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

<b>Use</b>	<b>Parking Requirement</b>
Residential dwelling unit	1 space per unit + 1 space per 100m <sup>2</sup> (1076.4ft. <sup>2</sup> ) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m <sup>2</sup> of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m <sup>2</sup> of gross floor area
All other conditional commercial uses	1 space/45m <sup>2</sup> of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
  - (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
  - (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m<sup>2</sup> of gross commercial floor area;
  - (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
  - (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
  - (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw."
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

**READ** a first time June 1<sup>st</sup>, 2015

**PUBLIC HEARING** held June 23<sup>rd</sup>, 2015

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1330 (Bylaw 8122)" as at Third Reading

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on



**ADOPTED**

\_\_\_\_\_  
Mayor

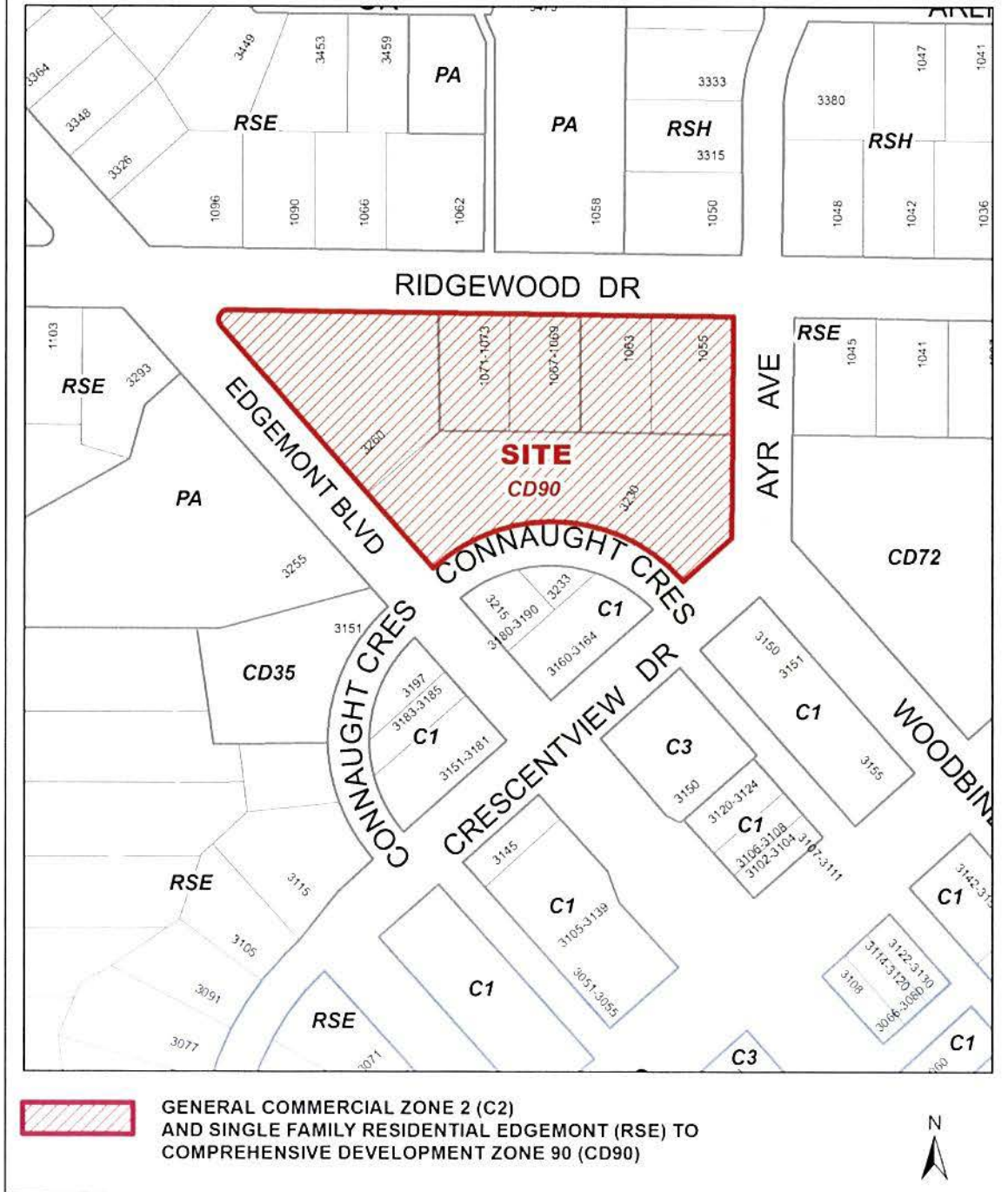
\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

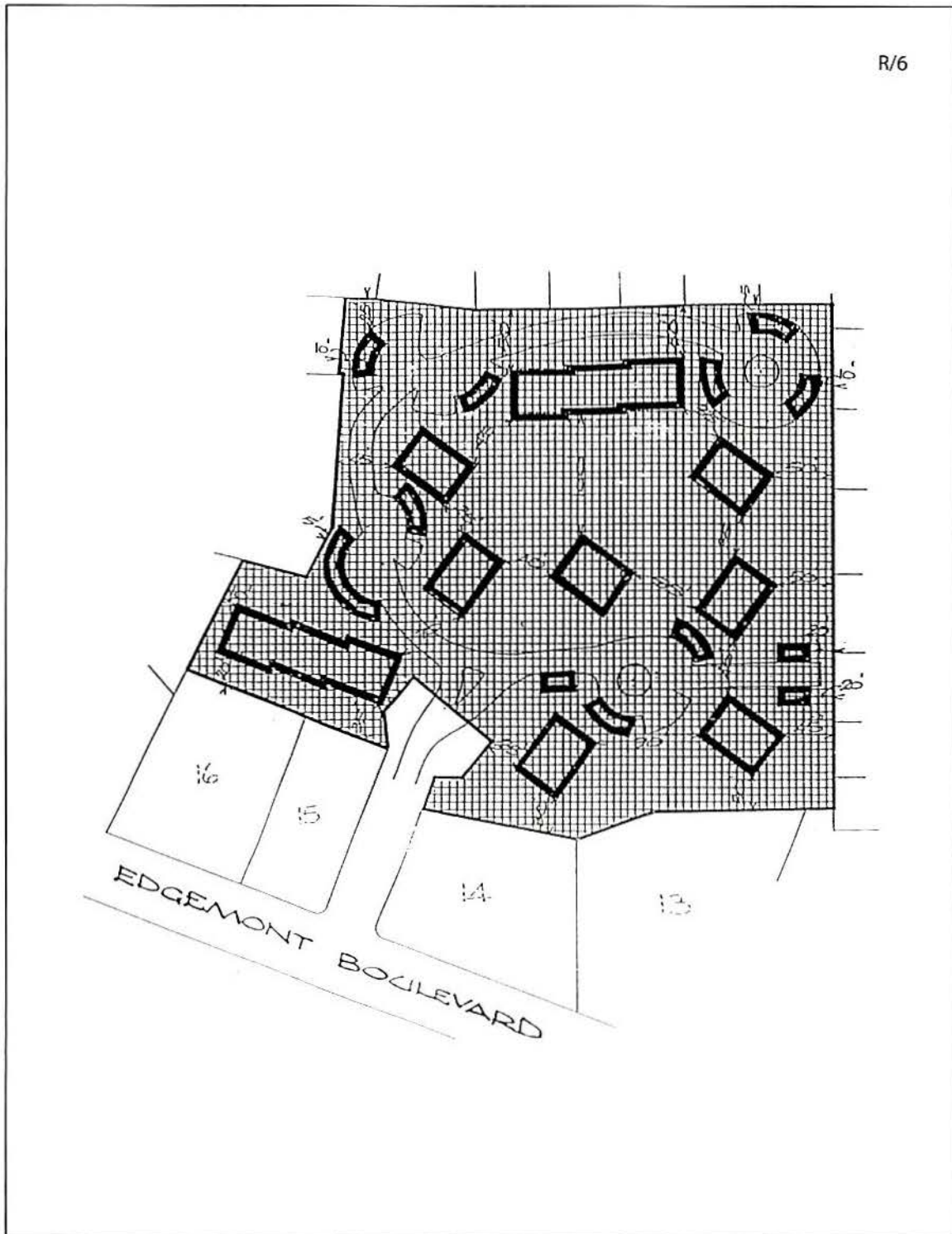
# Schedule A to Bylaw 8122

## BYLAW 8122 SCHEDULE A: ZONING MAP



Schedule B to Bylaw 8122

R/6



**The Corporation of the District of North Vancouver****Bylaw 8123**

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive.)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
- b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
- c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
- d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
- e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240);
- and
- f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

**3. Execution of Documents**

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

**READ** a first time June 1<sup>st</sup>, 2015

**READ** a second time

**READ** a third time



**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

## Schedule A to Bylaw 8123

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2015 is

BETWEEN:

**EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404**

#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

## 1. DEFINITIONS

### 1.01 Definitions

In this agreement:

- (a) "*Development Permit*" means development permit No.54.14 issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Proposed Development*" means the development on the Lands contemplated in the Development Permit containing not more than ~~89~~ 90 Units;
- (d) "*Unit*" means a residential dwelling strata unit in the Proposed Development; and
- (e) "*Unit Owner*" means the registered owner of a Dwelling Unit in the Proposed Development.

## 2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

## 3. RENTAL ACCOMODATION

### 3.01 Rental Disclosure Statement

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

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

### 3.02 Rental Accommodation

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 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 prepaid courier, or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404  
#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

Attention: Marc Josephson

If to the Unit Owner:

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

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

#### 6.12 Further Assurances

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

#### 6.13 Enuring Effect

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

### 7. INTERPRETATION

#### 7.01 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) ~~(d)~~ This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (b) ~~(e)~~ This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw ~~8030~~ 8123.

7.07 Governing Law

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

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

## CONSENT AND PRIORITY AGREEMENT

### GIVEN THAT:

1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
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. \_\_\_\_\_ (together, the "Prior Charge");
3. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

In consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

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

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

- END OF DOCUMENT -

**414 Good Neighbour Requirements for Employment Zones and Village Commercial****Zones** (Bylaw 7831, 7886, 7887)

The following standards provide a quantifiable method of ensuring that the impacts of the activities occurring on one parcel do not impact adjacent parcels. These regulations apply only to those parcels referenced in the Employment Zones and Village Commercial Zones. (Sections 600-A, 600-B, 750 and 770).

Unless otherwise stated in this Bylaw, the following measurements are to be taken at the property line, facing towards the source of the item being measured:

- a) Noise: No continuous sound generated on a parcel may exceed a sound level of 60 during the day and 55 at night. For the purpose of this section 414(a), the terms "continuous sound", "day", "night" and "sound level" have the meanings given to them in Noise Regulation Bylaw No. 7188.
- b) Lighting and glare: man-made light occurring on a parcel, shall not exceed 20 lux maximum (2.0 foot candles) when measured vertically at 1.5 metres in height along the parcel property line, with readings taken with the light meter aimed directly at the light source. Exemptions: where the lighting is a legislated requirement, such as emergency exit lighting, the lighting will be exempt from this regulation.
- c) Air Quality: No air contaminants generated on a parcel may exceed the mean air quality level calculated as the average of at least 6 air quality level measurements taken at approximately even intervals during the averaging time set out in column two below shall not exceed the air quality level stipulated in column three below:

Air Contaminant	Averaging Time	Air Quality Level (ug/m <sup>3</sup> )
Carbon monoxide	1-hour	30,000
Nitrogen dioxide	1 hour	200
Sulphur dioxide	1 hour	450
Ozone	8 hour	126
Inhalable particulate matter (PM <sub>10</sub> )	24 hour	50
Fine particulate matter (PM <sub>2.5</sub> )	24 hour	25

Please Note: These regulations work hand in hand with the existing Noise Regulation Bylaw and Nuisance Abatement Bylaw, as well Metro Vancouver's air quality regulations.

**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 23, 2015 commencing at 7:00 p.m.

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

**Absent:** Mayor R. Walton

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

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

*Purpose of Bylaw:*

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

**1. OPENING BY THE MAYOR**

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

Acting Mayor Muri stated the following:

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



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

The Municipal Clerk stated the following:

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

## **2. INTRODUCTION OF BYLAW BY CLERK**

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

## **3. PRESENTATION BY STAFF**

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

Mr. Allan advised that:

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

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

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

#### **4. PRESENTATION BY APPLICANT**

##### **Mr. Marc Josephson, Grosvenor Americas:**

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

##### **Mr. Keith Hemphill, Rositich Hemphill Architects:**

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

#### **5. REPRESENTATIONS FROM THE PUBLIC**

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

**IN FAVOUR**

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

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

**IN FAVOUR**

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

**5.3. Mr. Jason Black, 900 Block Fairmount Road: IN FAVOUR**

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

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

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

**5.5. Mr. Jason Madill, 5000 Block Redonda Drive: IN FAVOUR**

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

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

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

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

**5.7. Mr. Cam Claton, 1200 Block Bracknell Place: IN FAVOUR**

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



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

**5.8. Ms. Natalie Genest, 500 Block Palisade Drive: IN FAVOUR**

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

**5.9. Mr. Steve Duvard, 500 Block Alpine Court: IN FAVOUR**

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

**5.10. Mr. Bo Jarvis, 900 Block Kennedy Avenue: IN FAVOUR**

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

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

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

**5.12. Ms. Dale Sherman, 2900 Block Newmarket Drive: IN FAVOUR**

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

**5.13. Ms. Roberta Perrin, 1000 Block Belmont Avenue: IN FAVOUR**

- Commented that Grosvenor has taken into consideration the resident's needs;

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

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

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

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

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

**5.15. Mr. Grig Cameron, 1000 Block Clements Avenue: IN FAVOUR**

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

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

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

**5.17. Mr. Ryan Cundal, 5200 Block Cliffridge Avenue: IN FAVOUR**

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

**5.18. Ms. Louise Ranger, 100 Block West 1<sup>st</sup> Street: IN FAVOUR**

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

**5.19. Ms. Sheila Wareing, 3300 Block Wayne Drive: IN FAVOUR**

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

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

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

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

**5.21. Mr. Callum Milley, 3100 Block Beverly Crescent: IN FAVOUR**

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

**5.22. Ms. Marie Scott, 900 Block Melbourne Avenue: IN FAVOUR**

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

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

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

**5.24. Mr. Brian Platts, 3100 Block Pemberton Crescent: IN FAVOUR**

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

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

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

**6. QUESTIONS FROM COUNCIL**

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

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

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

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

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

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

**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HICKS**

THAT the June 23, 2015 Public Hearing be closed;

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

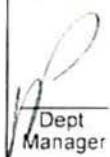
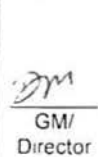

**CARRIED**  
(9:17 p.m.)

**CERTIFIED CORRECT:**

  
\_\_\_\_\_  
Confidential Council Clerk



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 1, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

 Dept Manager	 GM/ Director	 CAO
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## The District of North Vancouver REPORT TO COUNCIL

ATTACHMENT E

May 14, 2015  
File: 3060-20/54.14

**AUTHOR:** Doug Allan, Community Planner

**SUBJECT:** BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT  
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260  
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-1073  
RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)

### RECOMMENDATION:

It is recommended that:

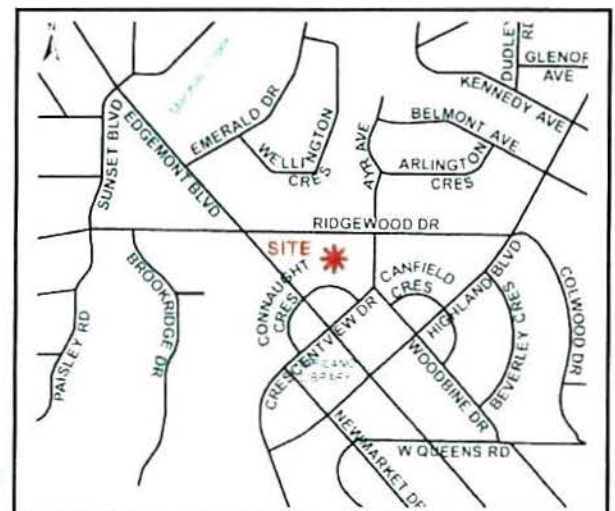
1. Bylaw 8122 which rezones the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to enable the development of a mixed use commercial/residential project, be given FIRST Reading;
2. Bylaw 8123, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading; and
3. Bylaw 8122 be referred to a Public Hearing.

### REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing to amend the site's zoning (Bylaw 8122) to enable the development of a mixed use commercial/residential project. Associated with the rezoning bylaw is a Housing Agreement Bylaw (Bylaw 8123) to prevent future rental restrictions.

### SUMMARY:

Edgemont Village BT Limited proposes to redevelop 2 commercial properties and 4 residential lots at



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at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive, for a 3 storey building with a partial 4<sup>th</sup> level. The proposed project consists of approximately 6518m<sup>2</sup> (70,162ft.<sup>2</sup>) of gross commercial space, including a new grocery store, plus 89 apartment and townhouse units, over underground parking. Implementation of the project requires rezoning to a new Comprehensive Development Zone 90, (Bylaw 8122), a Housing Agreement (Bylaw 8123), issuance of a development permit and lot consolidation the lots. Bylaws 8122 and 8123 are recommended for First Reading and Bylaw 8122 is recommended for referral to a Public Hearing.

**EXISTING POLICY:**

Official Community Plan

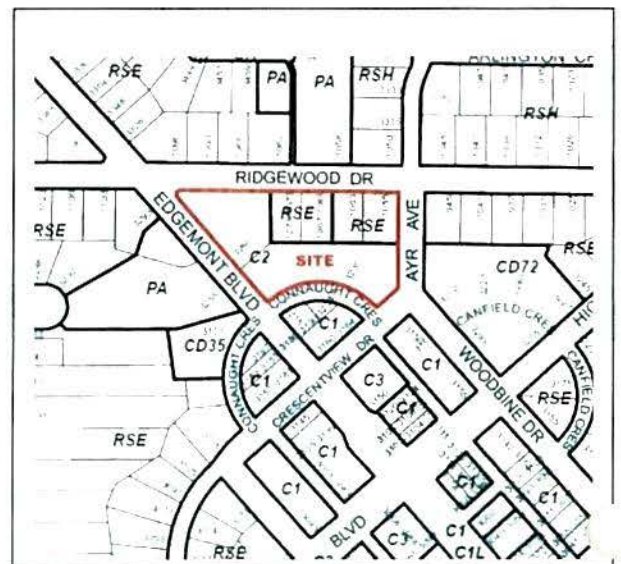
The subject properties are designated in the OCP and the Edgemont Village Centre Plan as *Commercial Residential Mixed Use Level 1*. This designation is “...intended predominantly for general commercial purposes, such as retail, service and offices throughout the District. Residential uses above commercial uses at street level are generally encouraged. Development in this designation is permitted up to approximately 1.75 FSR.”.

The Edgemont Village Centre Plan and Design Guidelines envisions commercial/residential mixed use 3 storey development at the site but includes the potential for a partial 4<sup>th</sup> level under specified conditions. The Plan encourages commercial/mixed use developments to have active ground floor retail frontages which contribute towards pedestrian amenity and Village ambience and to incorporate local serving stores. The Plan specifically encourages the provision of a supermarket along with other services including pharmacy, dental/medical services, pub or restaurant. The proposal meets the goals of the OCP and the Edgemont Village Centre Plan and Design Guidelines.

Zoning

The development site is zoned General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) as shown on the accompanying map. In Edgemont Village, commercial density is limited to an FSR of 1.0 and height shall not exceed 2 storeys or 7.6m (25ft.).

To implement the proposed project, Bylaw 8122 establishes a new Comprehensive Development Zone 90 (CD90) tailored specifically to this project.





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Development Permit Areas

The subject site is designated as Development Permit Areas for:

- the Form and Character of Commercial and Mixed-Use Buildings; and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

In addition, the site is subject to the Edgemont Village Centre Plan Design Guidelines. A development permit report outlining the project's compliance with the applicable Development Permit Area and Village Centre Plan design guidelines will be provided for Council's consideration should the rezoning proceed.

Strata Rental Protection Policy

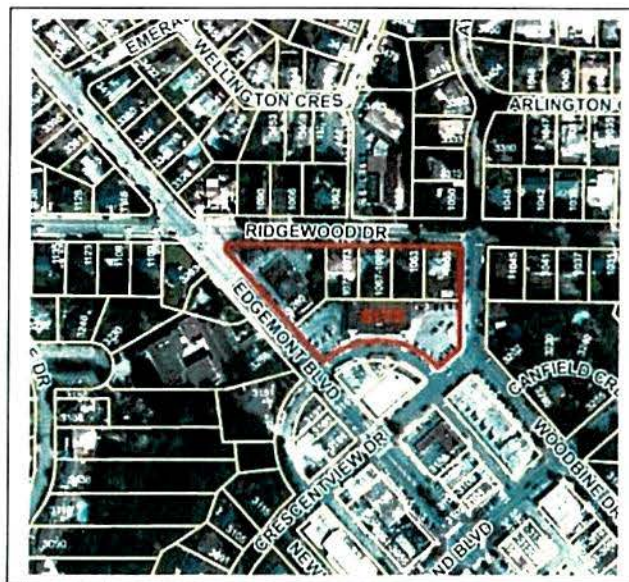
Corporate Policy 8-3300-2 ("Strata Rental Protection Policy") applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8123 is provided for Council's consideration.

**ANALYSIS:**

1. The Site and Surrounding Area:

As illustrated on the aerial photograph, the site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue. The site consists of: 2 commercial (C2) parcels occupied by a grocery store and a medical/dental professional office building; and, 4 single family residential lots, zoned RSE. The total development site is 8603m<sup>2</sup> (92,599ft.<sup>2</sup>) in area.

Surrounding development consists of: commercial properties to the south; single family residential lots and St. Catherine's church to the north; single family lots and Highlands United Church to the west; and, developed single family lots and the Edgemont Senior Living project site to the east.





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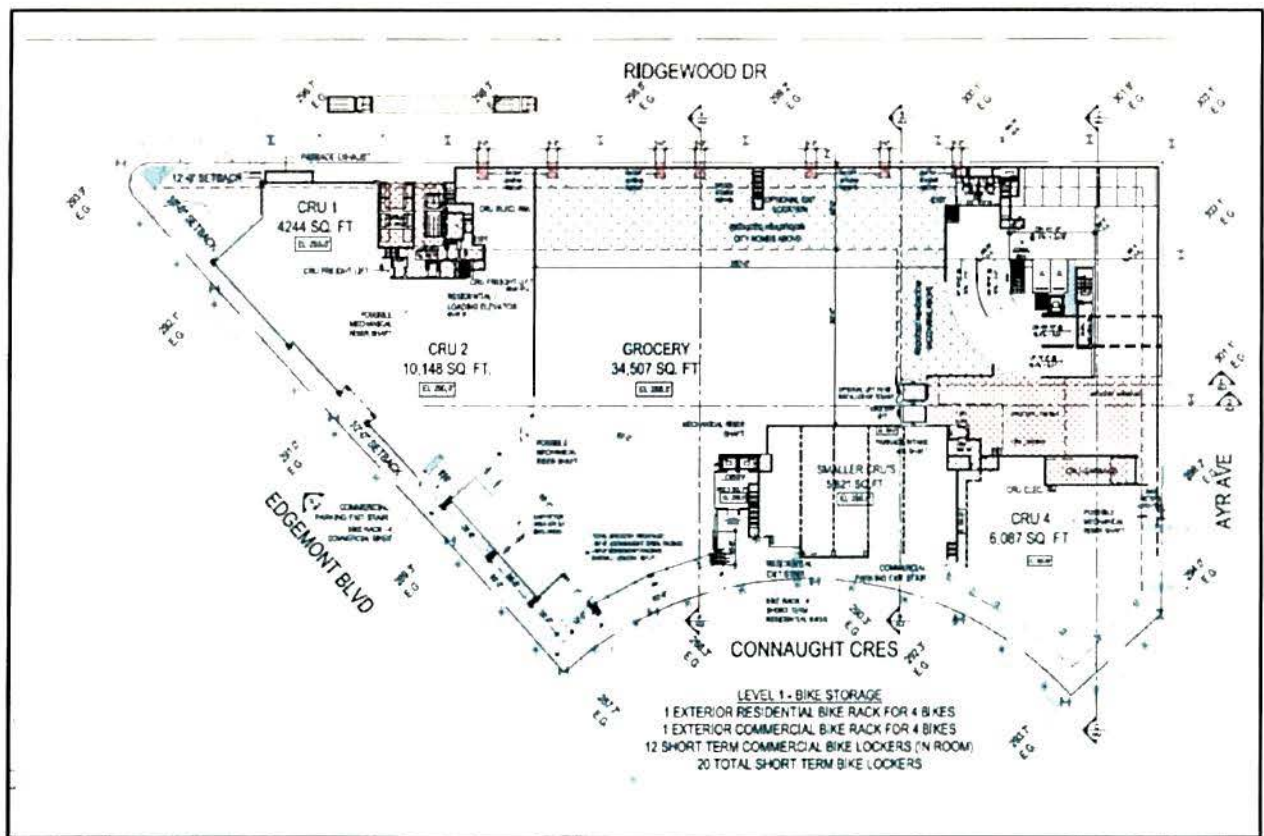
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2. Project Description

a) Site Plan/Building:

The proposal involves the development of a mixed use project containing a new Thrifty's grocery store and additional unspecified commercial uses with a total of 89 apartment and townhouse units above. The net building area of the project is  $14,368\text{m}^2$  ( $154,656\text{ft}^2$ ) which results in a floor space ratio of approximately 1.67.



**SITE PLAN – COMMERCIAL LEVEL**

The residential component consists of: 23 one and two storey townhouse units located on Ridgewood Drive, ranging between  $759\text{ft}^2$  and  $1541\text{ft}^2$  in size; and, 66, one, two and three bedroom apartment units between  $710\text{ft}^2$  and  $1,320\text{ft}^2$  in size.

Under the Edgemont Village Centre Plan, building height on this site is limited to 3 storeys with the provision for a partial 4<sup>th</sup> level provided that the project design is exemplary and achieves other urban design objectives relating to view and sunlight preservation and the provision of public open spaces and other amenities. The majority of the building is 3 storeys in height, with a partial 4<sup>th</sup> floor located along a portion of Connaught Crescent, adjacent to Ayr Avenue.

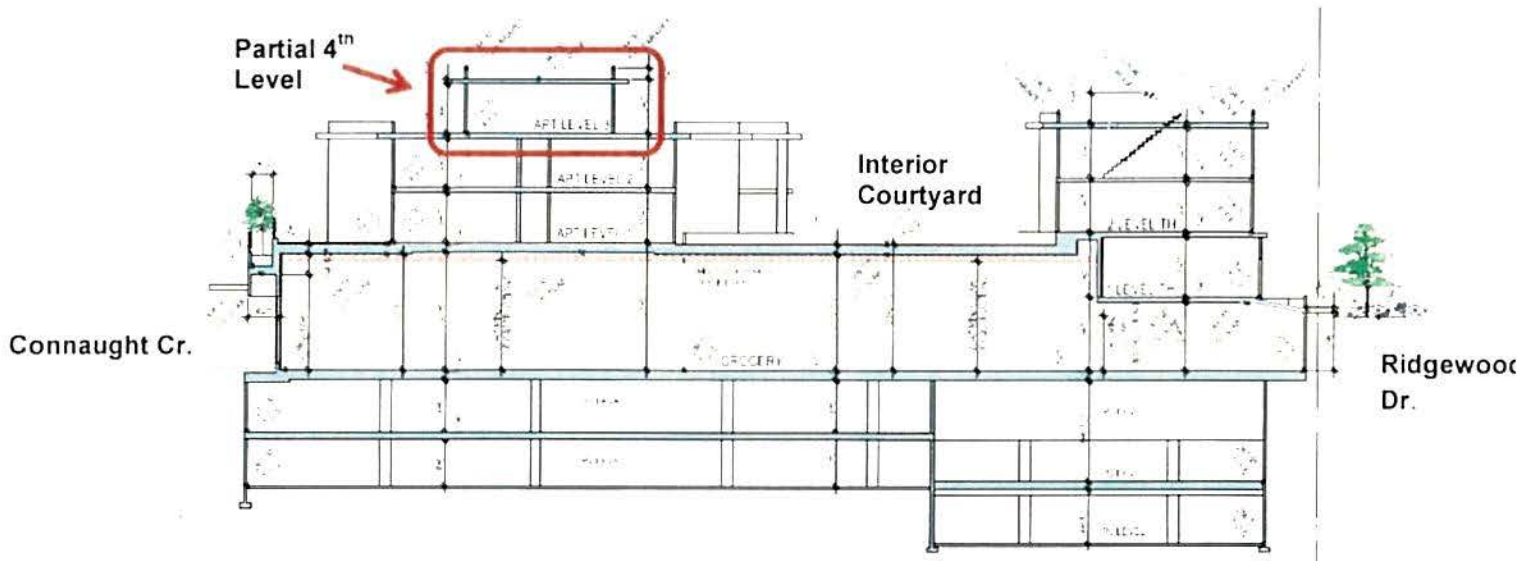


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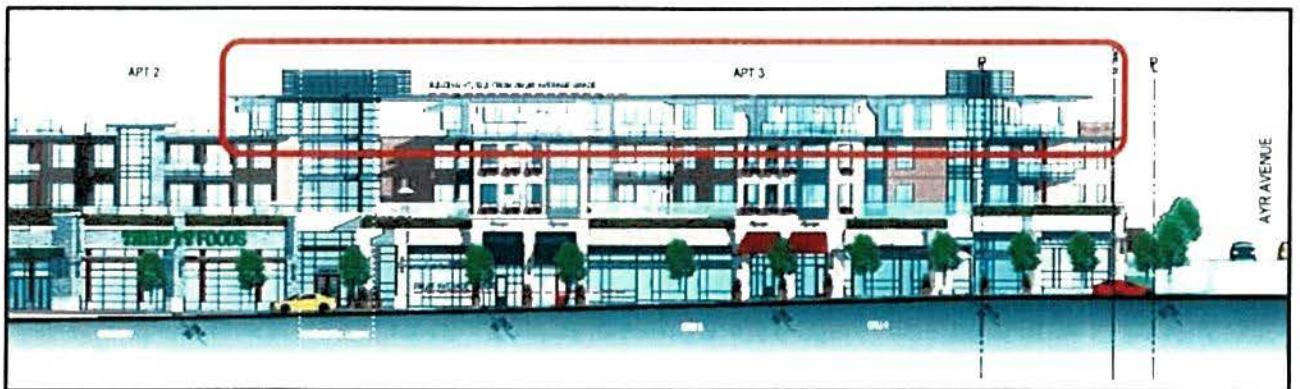
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The following image is a cross-section through the site illustrating the key components of the project.



The following image illustrates the partial 4<sup>th</sup> level as viewed from Connaught Crescent



**CONNAUGHT CRESCENT SHOWING PARTIAL 4<sup>TH</sup> LEVEL**

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The following images illustrate several of the exterior elevations of the project:



**VIEW SOUTH ALONG EDGEMONT BOULEVARD**



**SOUTHWEST CORNER - EDGEMONT AND CONNAUGHT**



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CONNAUGHT CRESCENT ELEVATION



TOWNHOME ELEVATION – RIDGEWOOD DRIVE



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b) Parking/Bicycle Parking:

Parking for this project will be provided in accordance with the commercial and residential ratios established in Bylaw 8122. The bylaw proposes that parking for the residential component be provided at a ratio of 1 space per unit + 1 space for each 100m<sup>2</sup> (1,076ft.<sup>2</sup>) of net residential floor area, including 9 visitor spaces at a ratio of 0.1 spaces per unit. Based on a project with 89 residential units, the total residential requirement, including 9 visitor spaces, is 172 spaces. The commercial requirement is 213 spaces resulting in a total project requirement of 385 spaces.

In order to make more efficient use of the total parking, the applicant proposes to allow for the shared use of the residential visitor spaces with commercial patrons and reduce the total commercial requirement of 213 spaces by that number of spaces. Staff are supportive of this approach as under normal conditions, the peak demand period for each use do not coincide. A section 219 covenant will be required to establish this shared arrangement.

While Bylaw 8122 specifies a maximum number of 90 residential units, the applicant is reviewing unit sizes and the final number of units could be less than that number. As a result, the actual number of residential and residential visitor parking spaces could change through the development permit process.

The Zoning Bylaw requires that bicycle parking for residential uses be provided at 0.2 spaces/unit. The proposed CD90 Zone requires that residential bicycle parking be provided at a minimum of 1 space/unit. The bicycle parking requirement for commercial uses is 12 spaces, based on a ratio of 1 space/500m<sup>2</sup> (5,382ft.<sup>2</sup>) for a total minimum residential and commercial requirement of 101 spaces. The applicant is working to exceed the bicycle parking requirements and final bicycle parking will be reported at the Development permit stage.

Loading areas for the commercial/retail units are located on Ayr Avenue with a secondary commercial/residential loading bay and an additional solid waste pickup area off of Ridgewood Drive. The secondary loading bay is located at the residential elevator and will accommodate residential moving vehicles.

c) Landscaping:

The landscape plan includes streetscape improvements such as street trees, planting beds and wider sidewalks. As illustrated in the following image, the landscape concept also incorporates a village gateway plaza at the corner of Edgemont Boulevard and Ridgewood Drive which has been identified as an area for a public art installation and gateway signage. Two smaller plazas at each corner on Connaught Crescent are proposed to expand the pedestrian streetscape realm in accordance with the Edgemont Village Centre Plan and Design Guidelines.



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The landscaping concept also includes a private courtyard on the roof of the grocery store which represents a significant amenity for the project residents. This secured courtyard is accessed from Ridgewood Drive and also provides access to the two storey townhouses. The roof of the townhouse units and the west apartment level both have green roofs with roof decks as an additional private amenity.



LANDSCAPE PLAN



VIEW EAST ALONG INTERIOR COURTYARD

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**d) Accessible Units**

The apartment units have been designed to address the District's Adaptable Design Guidelines including 50% Level 1B units, 40% Level 2 units and 10% Level 3 units. Some of the single level townhouses on Ridgewood Drive will be accessible from the street. The lower floor of the two storey townhouses will be accessible by elevator from the underground parking lot to the courtyard elevation.

With the approval of the new Accessible Design Guidelines, this in-stream application will have the choice to work with the new guidelines or meet the old requirements. Staff will continue to work with the applicant to ensure that opportunities for meeting the objectives of the new guidelines are considered and compliance with the accepted standards will be incorporated into the Development Covenant.

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

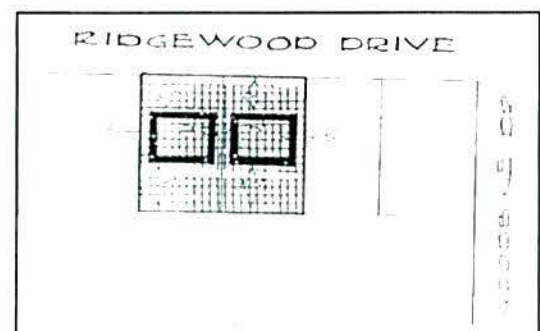
**IMPLEMENTATION:**

Implementation of this project requires Council's consideration of rezoning (Bylaw 8122), Housing Agreement Bylaw, (Bylaw 8213) and, issuance of a development permit. In addition, lot consolidation and registration of a Development Covenant will be required.

Bylaw 8122 (Attachment B) rezones the subject property from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to a new Comprehensive Development 90 Zone (CD90) tailored specifically to this project which:

- establishes the permitted principal and accessory land uses;
- establishes a base density (Floor Space Ratio) of 1.0;
- requires a housing agreement and a community amenity contribution to support an FSR increase to 1.67;
- establishes building coverage, setback and building height regulations;
- requires compliance with acoustic requirements; and
- establishes parking and bicycle parking regulations unique to this project.

The Zoning Bylaw presently includes a Plan Section Page which establishes siting areas for two of the residential lots within the development site, illustrated on the accompanying plan. Bylaw 8122 replaces the current page with a revised page deleting this siting area plan.





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Bylaw 8123 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units may be used for rental purposes.

The Development Covenant will include requirements for:

- lot consolidation;
- a green building covenant;
- a stormwater management covenant;
- a construction management plan; and
- a statutory right-of-way for public sidewalks and plaza spaces.

**COMMUNITY AMENITIES/PUBLIC ART:**

Bylaw 8122, rezoning the site to CD90, is an amenity bylaw that links the proposed density to the provision of amenities. The Community Amenity Contribution is based on \$15.00/ft.<sup>2</sup> of the increased residential floor area over the base density which amounts to \$1,468,230. In keeping with the Edgemont Village Centre Plan, this project will contribute towards community amenities and the zoning provisions note that the District may use the CAC funds for any of the following:

- public art;
- park, trail, off-site plazas, environmental or other public realm improvements;
- municipal or recreation service or facility improvements; or
- the affordable housing fund.

As part of the overall Community Amenity Contribution, a public art budget has been established at approximately \$230,000. A public art plan has been developed which proposes two art installations, with the majority of the funds directed to the Edgemont Boulevard/Ridgewood Drive gateway corner and the remainder to an art element at the main residential entry on Connaught Crescent. The main gateway project is intended to serve as an 'outdoor living space' for the neighbourhood promoting social interaction. The secondary installation is intended to distinguish the entry from the abutting commercial spaces and reinforce the public view of the residential entry. The Plan was presented to the Public Art Advisory Committee on May 13, 2015 and the Committee supported the direction proposed. A maintenance covenant will be required to ensure that the owners maintain the art installations.

**OFF-SITE IMPROVEMENTS:**

The application includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds and street furniture. In addition, the applicant will:

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- install three public plazas as described above;
- improve the downstream wetland in Murdo Frazer Park;
- repave all roads adjacent to the site;
- remove the existing overhead power lines and poles on Ridgewood Avenue and provide a new, underground service;
- install new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive if warranted following the temporary signalization installed for the Capilano watermain project;
- eliminate the existing right-turn lane from Edgemont Boulevard to Ridgewood Drive as part of the intersection improvement; and
- expand and improve the existing transit stop on Edgemont Boulevard to increase the number of buses that can be accommodated.

## **FINANCIAL**

In addition to the \$1,468,230 of CAC funds, the project will contribute approximately \$1,100,000 in Development Cost Chargers and \$770,000 in off-site engineering improvements.

## **GREEN BUILDING MEASURES:**

Compliance with the Green Building Strategy is mandatory for projects requiring rezoning. The applicant is targeting the 'Gold' building performance standard under the LEED Canada™ – New Construction rating system. The applicant has been requested to provide a complete checklist and an energy modelling report confirming that the project will meet the energy performance baseline and staff will report on this issue at the development permit stage. The Development Covenant will require the applicant to enter into a Green Building covenant to ensure that the accepted energy and building performance targets are achieved.

## **CONCURRENCE:**

### Staff

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

### Advisory Design Panel

The application was considered by the Advisory Design Panel on February 12, 2015 and the Panel recommended approval of the project subject to addressing a number of items to the satisfaction of staff, regarding: building elevations, vehicle entrances, the main gateway and secondary plaza spaces, landscaping, building materials and signage.



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The applicant has made and continues to make, revisions to the project to address items raised by the Panel and staff. Addressing these issues represents a refinement to the design that will not affect the basic form and character of the project. The final refinements will be reported on at the development permit stage.

**PUBLIC INPUT:**

A facilitated Public Information Meeting was held on March 4, 2015 attended by 230 members of the public. One hundred written submissions were submitted. Based on the written input received during the public input period, the majority, (63%) expressed support for the redevelopment of the site, including: the replacement of the food store; the provision of housing options and the opportunity to expand the range of uses in the Village, in particular, restaurant space. Comments in support also included suggestions for other uses such as a medical clinic/community health practice, garden centre and pub/wine bar/bistro.

Issues of concern raised in the comments include: design elements; the partial 4<sup>th</sup> floor; noise associated with the outdoor seating area; the need to ensure a variety of retail unit sizes; construction; parking; traffic; and, bus improvements.

A copy of the facilitator's report is included as Attachment D.

**CONSTRUCTION MANAGEMENT PLAN:**

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer is working with Engineering staff to develop final construction traffic management plan. The plan must minimize construction impacts on pedestrian movement and vehicular traffic. The Development Permit and Development Covenant require that this plan be accepted by the District prior to the issuance of a building permit and the commencement of any site preparation, servicing or building demolition works.

This plan must provide details regarding:

1. a construction schedule (no construction on-site during the Capilano watermain replacement traffic diversion);
2. a plan to coordinate with other projects in the area or those affecting the transportation network (including Edgemont Senior Living and the Capilano Watermain Replacement Project);
3. construction site access and egress;
4. estimated traffic generated by the site during construction;
5. proposed truck routing and staging plan;
6. proposed crane assembly and/or concrete pouring sites;
7. how traffic of all types (vehicle, transit, cyclists, pedestrians) will be managed around the site;
8. a plan to monitoring and minimize impacts upon the community;

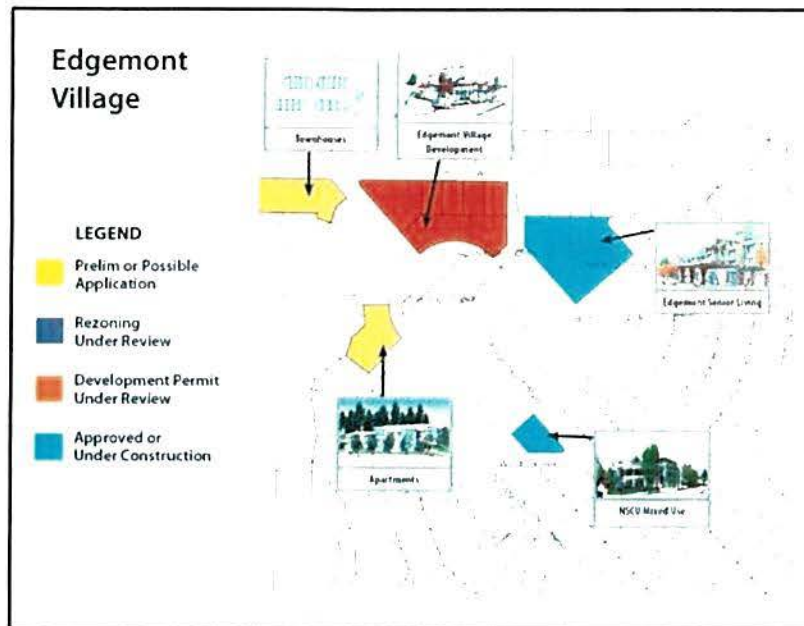
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9. the location of an off-street area for parking worker/trades vehicles; and
10. a plan to enable communication with neighbours and other stakeholders.

The site is shown below in relation to other construction projects and potential development projects. At this time we are not expecting major civil infrastructure work in the immediate area. The Capilano watermain replacement project will result in the diversion of traffic to Ridgewood Drive and Highland Boulevard between August 2015 and January 2016 and construction activity on the subject site will not occur during this time period. The applicant has been attending meetings on the watermain project and is aware of community concerns regarding construction conflicts. Construction on the Edgemont Senior Living project will be commencing shortly upon issuance of a building permit.



**CONCLUSION:**

This project is consistent with the directions established in the OCP and the Edgemont Village Centre Plan and Design Guidelines. It addresses OCP housing policies related to the provision of additional housing options and proposes a range of commercial uses as encouraged in the Village Centre Plan. In addition, the project will result in significant upgrades to the public realm to create opportunities for an animated streetscape as envisioned in the Plan, improve local utility services and, contribute significantly to amenities in the Village. As a result, staff support the rezoning to permit the redevelopment of the subject properties and the project is now ready for Council's consideration.



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**OPTIONS:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8122 and 8123 and refer Bylaw 8122 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaws 8122 and 8123 at First Reading.

Respectfully submitted,



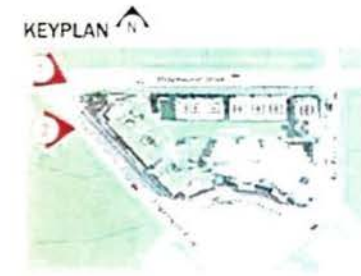
Doug Allan  
Community Planner  
Attach.

- A – Reduced Project Plans
- B – Bylaw 8122 (Rezoning Bylaw)
- C - Bylaw 8123 (Housing Agreement Bylaw)
- D – Public Information Meeting Facilitator's Report

REVIEWED WITH:		
<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:



1



1. View at Edgemont Blvd. corner Ridgewood Drive
2. Edgemont Blvd. CRU 1



2



1200 Pleasant Street, Suite 100  
 Vancouver, BC Canada  
 V6A 5G1  
 604.685.8002  
 604.685.5793  
 www.rhaincubator.ca

PROJECT: 1220-A0.1-01  
 DATE: 18 DEC 2014

PROJECT: 1220-A0.1-01  
 REZONING / DPA  
 18 DEC 2014



PROJECT: 1220-A0.1-01  
 DATE: 18 DEC 2014

PROJECT: 1220-A0.1-01  
 EDGEMONT VILLAGE  
 (District of North Vancouver, BC)  
 DESIGN CHARACTER

PROJECT: 1220-A0.1-01  
 DATE: 18 DEC 2014  
 PROJECT: 1220

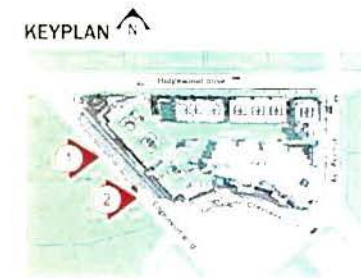
PROJECT: 1220-A0.1-01  
 DATE: 18 DEC 2014  
 PROJECT: 1220  
**A0.1**

ATTACHMENT A





1



1. Edgemont Blvd. CRU 2
2. Edgemont Blvd. CRU 3 (Grocery)



2



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V6A 1G1

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DATE  
12/11/2014

PROJECT  
REZONING / DPA  
12/11/2014

NO. REVIEWS DATE

1. 12/11/2014  
2. 12/11/2014  
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6. 12/11/2014  
7. 12/11/2014  
8. 12/11/2014  
9. 12/11/2014  
10. 12/11/2014

PROJECT TITLE

CLIENT

GROSS VOLUME

PROJECT

EDGEMONT VILLAGE  
(Port of North Vancouver)

DESIGN TITLE

DESIGN CHARACTER

DATE/NO. 12/11/2014

SCALE NTS

DATE/NO. 12/11/2014

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PROJECT NO. 1220

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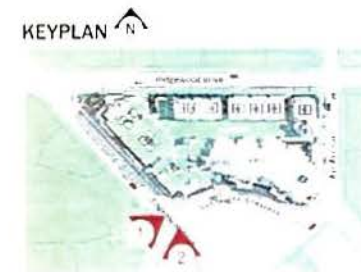
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Architects

120 PowerB Street, Unit 10  
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V6A 1G1

1604 669 6072  
1604 669 1071

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$$\begin{aligned} \text{Pr}(Z=0) &= 1 - 0.8 = 0.2 \\ \text{Pr}(Z=1) &= 0.8 \end{aligned}$$

1. Edgemont Blvd. CRU 3 ( Grocery )
2. Edgemont Blvd. & Connaught Cres. View Looking East



PREPARED FOR  
**REZONING / DPA**  
 18 DEC 2014

REZONING / DPA

10 JUL 2014

Figure 1: Schematic representation of the experimental design. The diagram shows a sequence of events: 'Pretest' (with 'Pretest questions' and 'Pretest results'), 'Main test' (with 'Main test questions' and 'Main test results'), and 'Posttest' (with 'Posttest questions' and 'Posttest results'). Arrows indicate the flow from Pretest to Main test to Posttest. A feedback loop arrow points from 'Main test results' back to 'Main test questions'. A legend at the bottom indicates 'Pretest questions' (black dot) and 'Main test questions' (yellow dot).

**Abstract**

— 1985

## CONVINCING

**EDGEMONT VILLAGE**  
District of South Vancouver, B.C.

EDGEMONT VILLAGE

Letter of Intent, November 2005

## DESIGN CHARACTER

DATE 1270 AD LFWG

## RESULTS

15 DEC 2014

1998年12月

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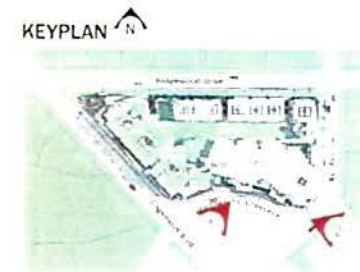
403

A0.3





1



1. Connaught Crescent View Looking East
2. Connaught Crescent View Looking West



2



120 Powell Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1  
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WORK FOR  
REZONING / DPA  
18 JUL 2014

NO. 1220  
DATE  
18 JUL 2014  
PROJECT  
EDGEMONT VILLAGE  
18 JUL 2014

CLIENT  
EDGEMONT VILLAGE  
PROJECT  
EDGEMONT VILLAGE  
DESIGN CHARACTER

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1220-01-1-1-1  
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1:15  
PLATE  
18 DEC 2014  
CHG  
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CHG  
1.0  
1220

1220  
A0.5



1

KEYPLAN



1. Ayr Avenue & Ridgewood Drive
2. Ridgewood Drive Townhouse 1 & 2



2



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Vancouver, BC Canada  
V6A 2G1  
Tel: 604.689.6002  
Fax: 604.689.2191  
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REVISION  
1. 11/10/2014  
2. 11/10/2014

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11/10/2014



PROJECT  
1701 PENDER STREET

PROJECT  
EDGEMONT VILLAGE  
Edgemont Village, Vancouver, BC

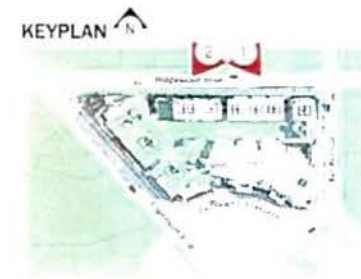
DESIGN CHARACTER

1701 PENDER 1720 AD 1.0 mg  
11/10/2014  
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11/10/2014

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1. Ridgewood Drive Townhouse 3
2. Ridgewood Drive Townhouse 2

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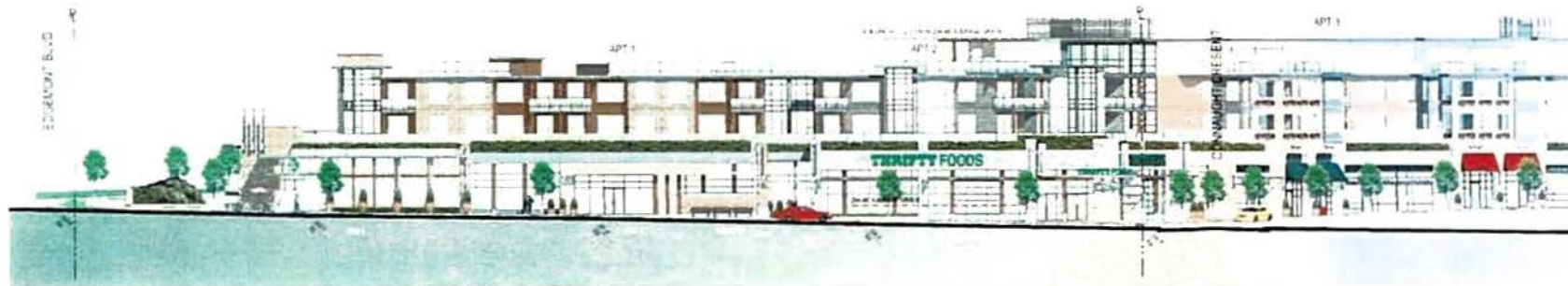
PROJECT  
**REZONING / DPA**  
IN THE AREA



**EDGEMONT VILLAGE**  
DESIGN CHARACTER

PROJECT  
1220 A0.1 Rev  
DATE  
18 DEC 2014  
DRAWN  
1.0  
PROJECT NO.  
1220

**A0.7**



1 EDGEMONT BLVD ELEVATIONS



2 CONNAUGHT CRESCENT ELEVATIONS



3 AYR AVENUE ELEVATIONS

KEYPLAN



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1. 18 DEC 2014  
2. 18 DEC 2014  
3. 18 DEC 2014  
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6. 18 DEC 2014  
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9. 18 DEC 2014  
10. 18 DEC 2014

EDGEMONT VILLAGE  
Project of RHA Architects  
STREETSCAPE

DATE: 1220 A3.0.1  
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18

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A4.0.1



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STREETSCAPE  
COURTYARD ELEVATIONS

DOI: 10.1002/anie	1220 A3-C-0462
MS No.:	NOTED
Publ. Date:	18 Dec. 2014
Page No.:	10

1220



#### A4.0.2





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REVISION  
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PROJECT  
EDGEMONT VILLAGE

1220 Pender Street, Vancouver, BC  
V6A 5G2

DATE: 10/11/2014  
NOTED: 18 DEC 2014  
REVISION: 1.0

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A4.5

DATE: 10/11/2014  
NOTED: 18 DEC 2014  
REVISION: 1.0

1220

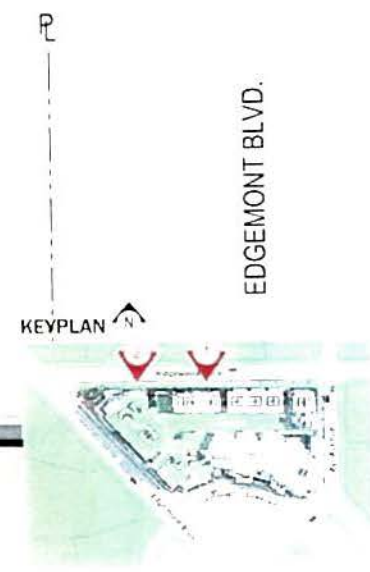
A4.5



1 RIDGEWOOD DRIVE ELEVATIONS  
SCALE: 1/8" = 1'-0"



2 RIDGEWOOD DRIVE ELEVATIONS  
SCALE: 1/8" = 1'-0"







21 June 10:00 am



21 June 12:00 pm



21 June 2:00 pm



21 June 6:00 pm



21 March/Sept 10:00 am



21 March/Sept 12:00 pm



21 March/Sept 2:00 pm



21 March/Sept 6:00 pm



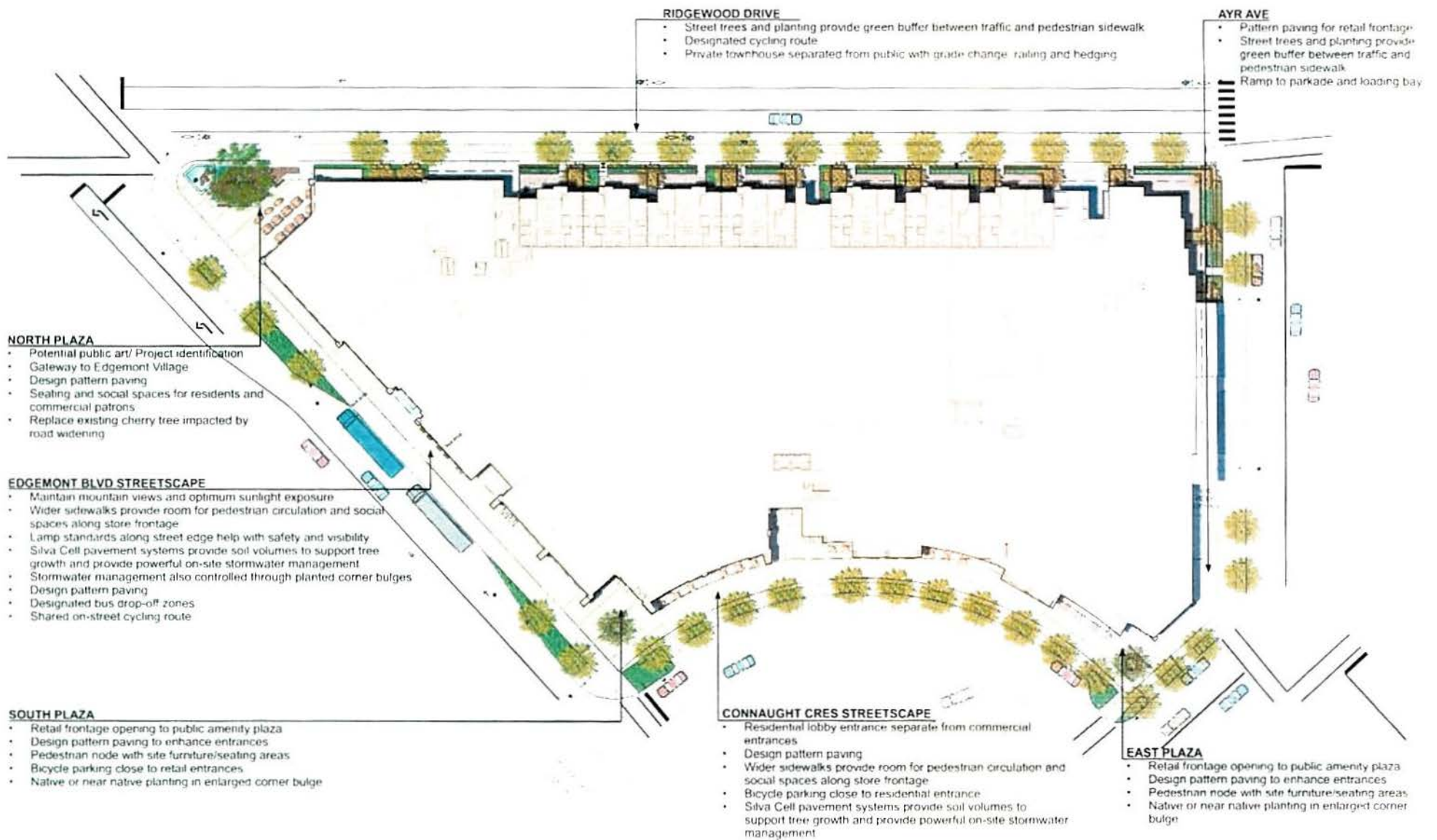
**Rositch Hemphill Architects**  
120 Powell Street, Unit 10 Vancouver, BC Canada V6A 1G1  
1 604 669 6002 1 604 669 1091 www.rharchitects.ca

PROJECT  
**Edgemont Village**  
District of North Vancouver, BC

DRAWING TITLE  
**Shadow Diagram**



DATABASE:	1220/A1.0
PROJECT NO:	1220
DATE:	21 MAY 2015
SCALE:	NTS









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Vancouver, BC Canada  
V6A 1G1  
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PROJECT: 1220-AT010-010  
DATE: 12.01.2014

REZONING / DPA  
JAN 2014

1220-AT010-010  
1220-AT010-010  
1220-AT010-010

GROSS VOLUME

EDGEMONT VILLAGE  
1220-AT010-010

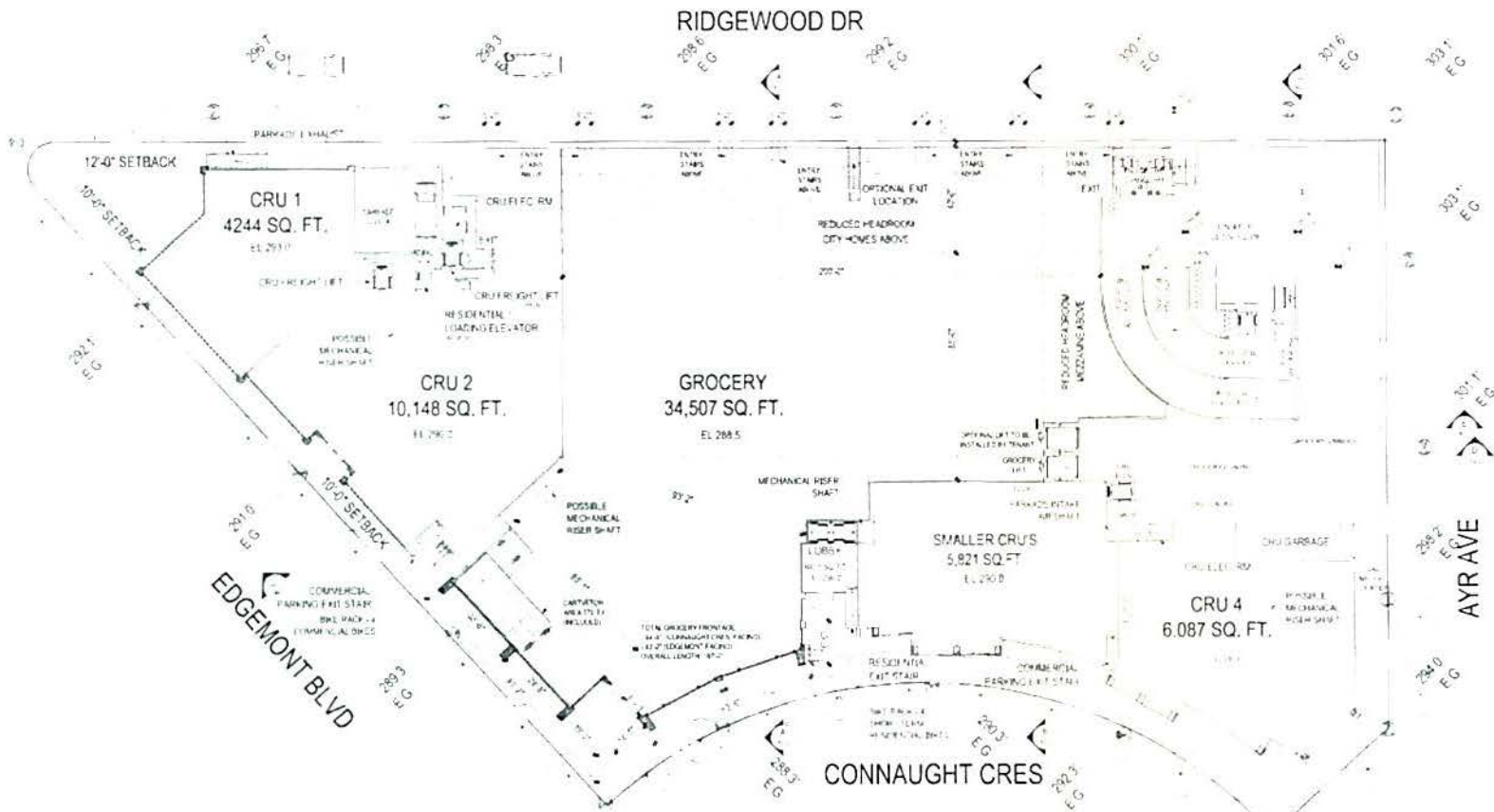
FLOOR PLAN  
LEVEL - 1

1220-AT010-010  
1" = 20'-0"  
EN: DEC 2014  
DT: RN

1220



A3.0



- LEVEL 1 - BIKE STORAGE
- 1 EXTERIOR RESIDENTIAL BIKE RACK FOR 4 BIKES
  - 1 EXTERIOR COMMERCIAL BIKE RACK FOR 4 BIKES
  - 12 SHORT TERM COMMERCIAL BIKE LOCKERS (IN ROOM)
  - 20 TOTAL SHORT TERM BIKE LOCKERS

ATTACHMENT A





Architects

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 Vancouver, BC Canada  
 V6A 1G1  
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 Fax: 604 681 1091  
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DATE: 18 DEC 2014  
 DRAWN BY: J. H. / J. H.

REZONING / DPA  
 18 DEC 2014



EDGEMONT VILLAGE  
 1220A3

EDGEMONT VILLAGE  
 1220A3

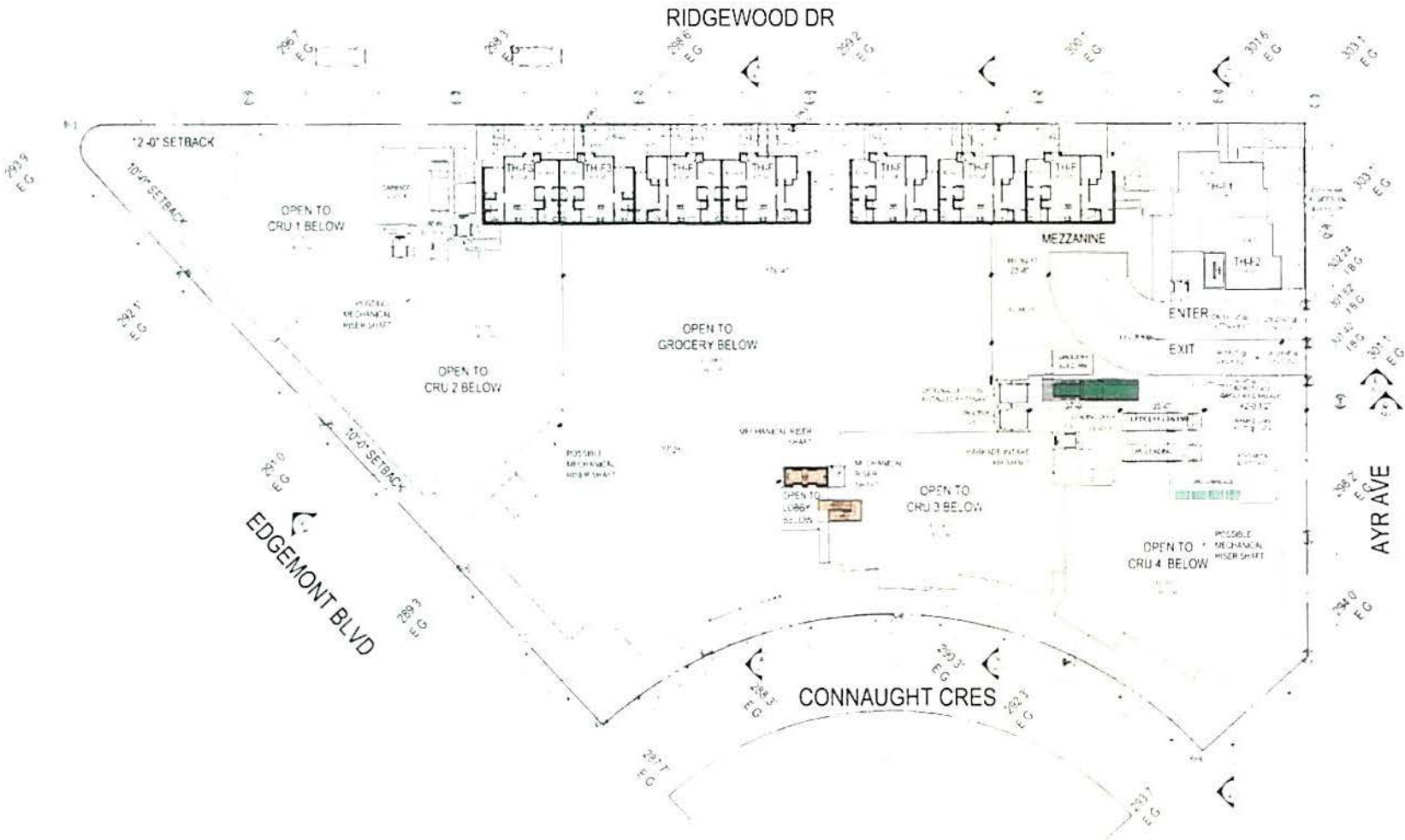
FLOOR PLAN  
 MEZZANINE LEVEL &  
 LEVEL-1 CITY HOMES

1220A3 1220A3  
 18 DEC 2014  
 UT 14

1220



A3.1





ARCHITECTS

120 Powell Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1

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F 604 689 1091

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DATE: 12/14/2014  
BY: L. HOLLAND, RPA

REASON / FOR  
REZONING / DPA  
DATE: 12/14/2014



PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, BC

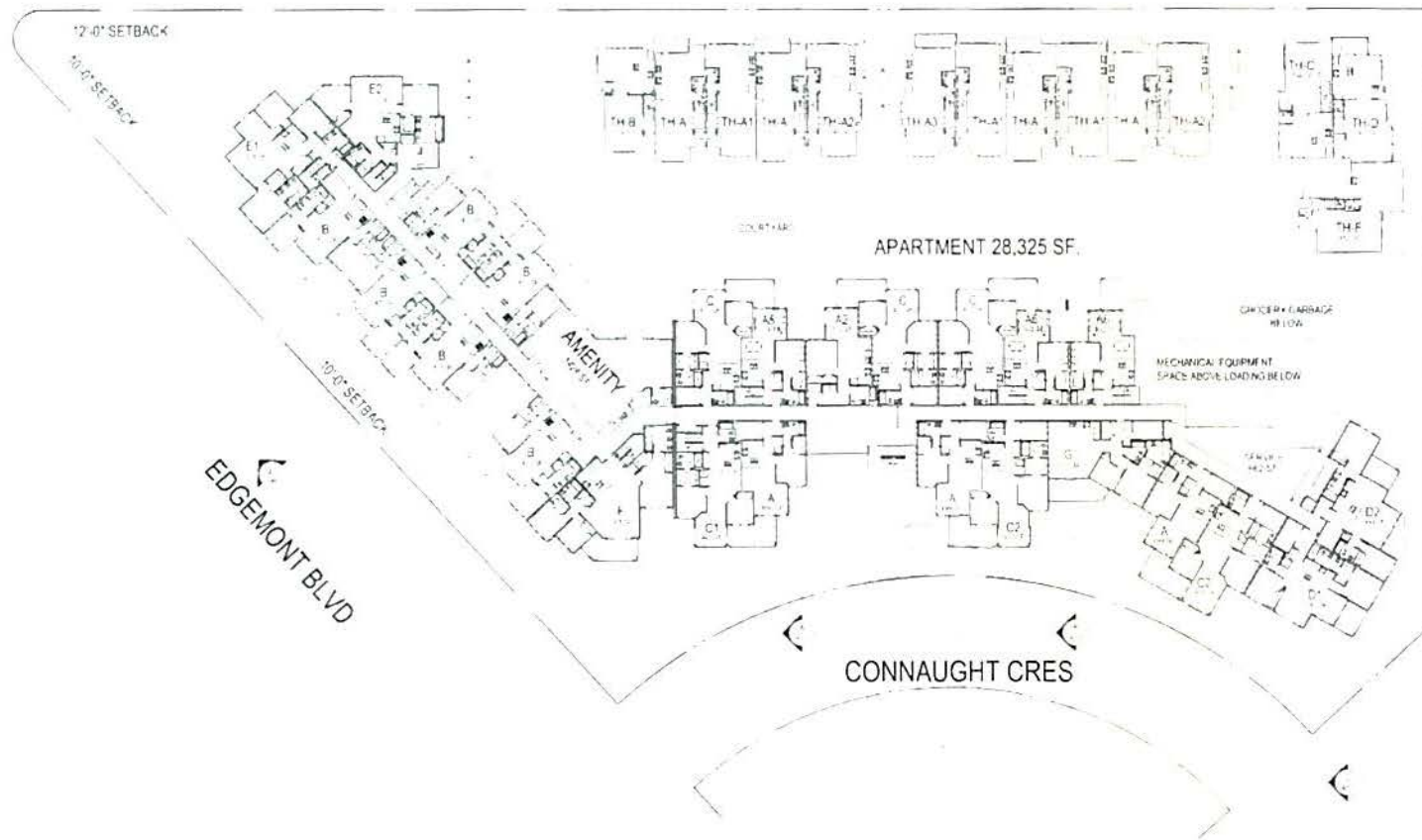
DRAWING SET  
FLOOR PLANS  
LEVEL - 2

DATE: 12/14/2014  
BY: L. HOLLAND  
CHECKED: DT, RPA  
PROJECT NO: 1220

1220

A3.2

RIDGEWOOD DR



AYR AVE

CONNAUGHT CRES

EDGEMONT BLVD



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DATE  
JAN 11 2014

REZONING / DPA  
JAN 11 2014



EDGEMONT VILLAGE  
Development Application B-1

FLOOR PLANS  
LEVEL - 3

DATE: 12/20/13  
BY: J. G. G. G.  
PROJECT: 1220

1220

A3.3

RIDGEWOOD DR

APARTMENT 30004 SQ. FT.

CONNAUGHT CRES

EDGEMONT BLVD

AYR AVE





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V6A 1Y1

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PROJECT: 1220-A3.4 (M2) DATE: 2013.12.18

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2014.01.20

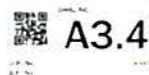


GRANDVILLAGE  
EDGEMONT VILLAGE  
District of North Vancouver

1220-A3.4  
FLOOR PLAN  
LEVEL - 4

DATE: 1220-A3.4 (M2)  
SCALE: 1" = 20'-0"  
DATE: 2013.12.18  
BY: RHA

1220



RIDGEWOOD DR

APARTMENT 12871 SQ. FT.

CONNAUGHT CRES

EDGEMONT BLVD

AYR AVE





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1 604 689 3093

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Project: 1220A3.0-Reg  
Date: 18 DEC 2014

REZONING / DPA  
18 DEC 2014



GROSS ENOIR

PROJECT  
EDGEMONT VILLAGE  
Commercial Northside, 1220A3.0-Reg

DRAWING TITLE  
PARKADE PLAN  
LEVEL - P1

DATE: 1220A3.0-Reg  
BY: 1 - 20-0  
PROJECT: 18 DEC 2014  
SHEET: 07  
PROJECT NO:

1220



A2.2

DATE: 18 DEC 2014  
BY: 1 - 20-0  
PROJECT: 18 DEC 2014  
SHEET: 07  
PROJECT NO:

RIDGEWOOD DR

12'-0" SETBACK  
10'-0" SETBACK

EDGEMONT BLVD

CONNAUGHT CRES

LEVEL P1 - VEHICLE PARKING  
182 COMMERCIAL VEHICLE STALLS

LEVEL P1 - BIKE STORAGE  
134 LONG TERM RES. BIKE LOCKERS  
20 SHORT TERM COMMERCIAL BIKE LOCKERS  
14 SHORT TERM RESIDENTIAL BIKE LOCKERS  
34 SHORT TERM BIKE LOCKERS TOTAL



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SCALE: 1" = 20'-0"

REZONING / DPA  
18 DEC 2014



GROSS VOLUME

EDGEMONT VILLAGE  
University of Southwestern Ontario

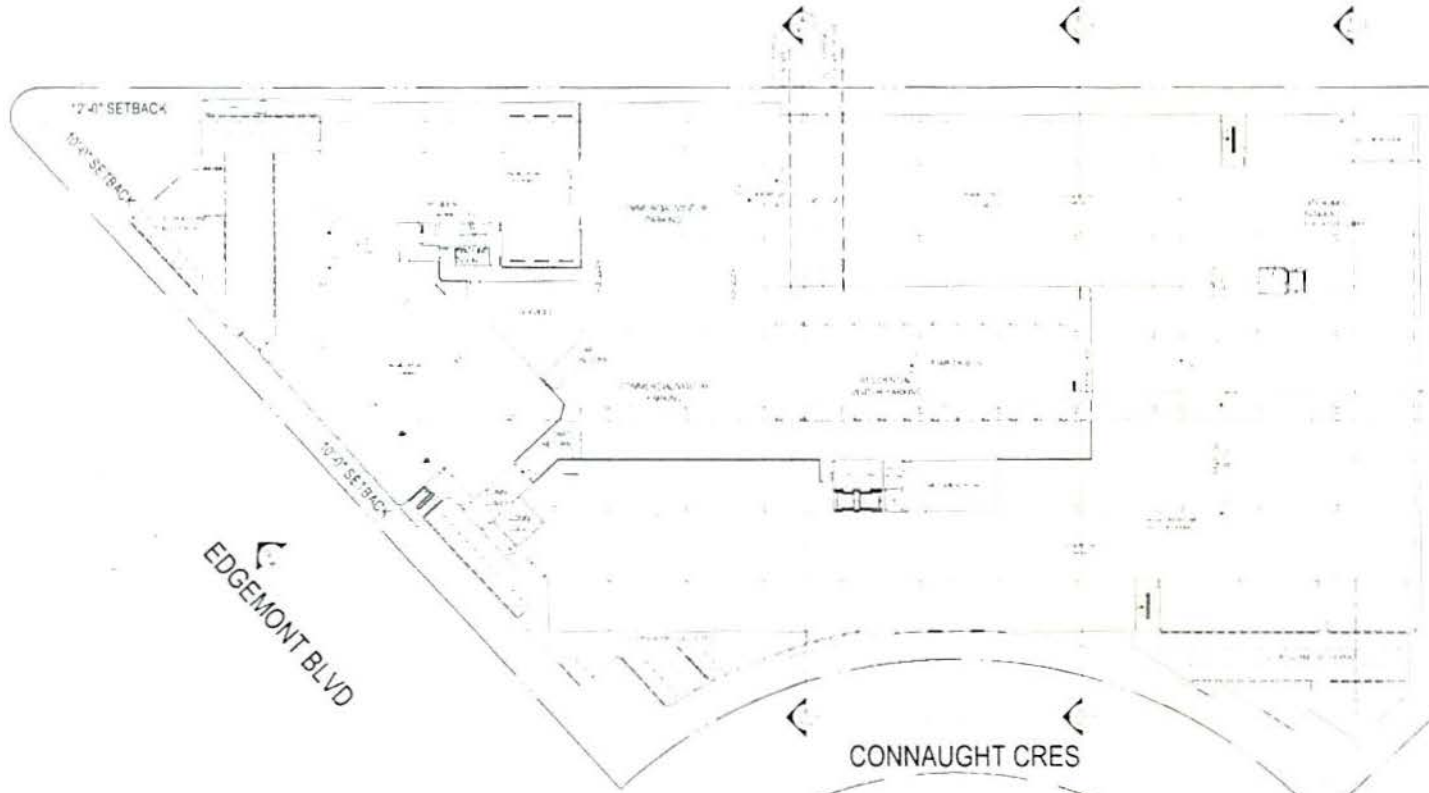
PRELIMINARY  
PARKADE PLAN  
LEVEL - P2

DATE: 1220-A3.0.DWG  
SCALE: 1" = 20'-0"  
DATE: 18 DEC 2014  
DRAWN: DT  
CHECKED: DT

1220

A2.1

RIDGEWOOD DR



LEVEL P2 - VEHICLE PARKING  
138 RES. STALLS  
23 RES. VISITOR STALLS  
22 COM. STALLS  
183 TOTAL STALLS



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Northwest BC, Canada  
V6A 1C7  
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7604 66th St  
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DATE: 10 DEC 2014  
BY: J. HUNTER, DRA

REZONING / DPA  
10 DEC 2014



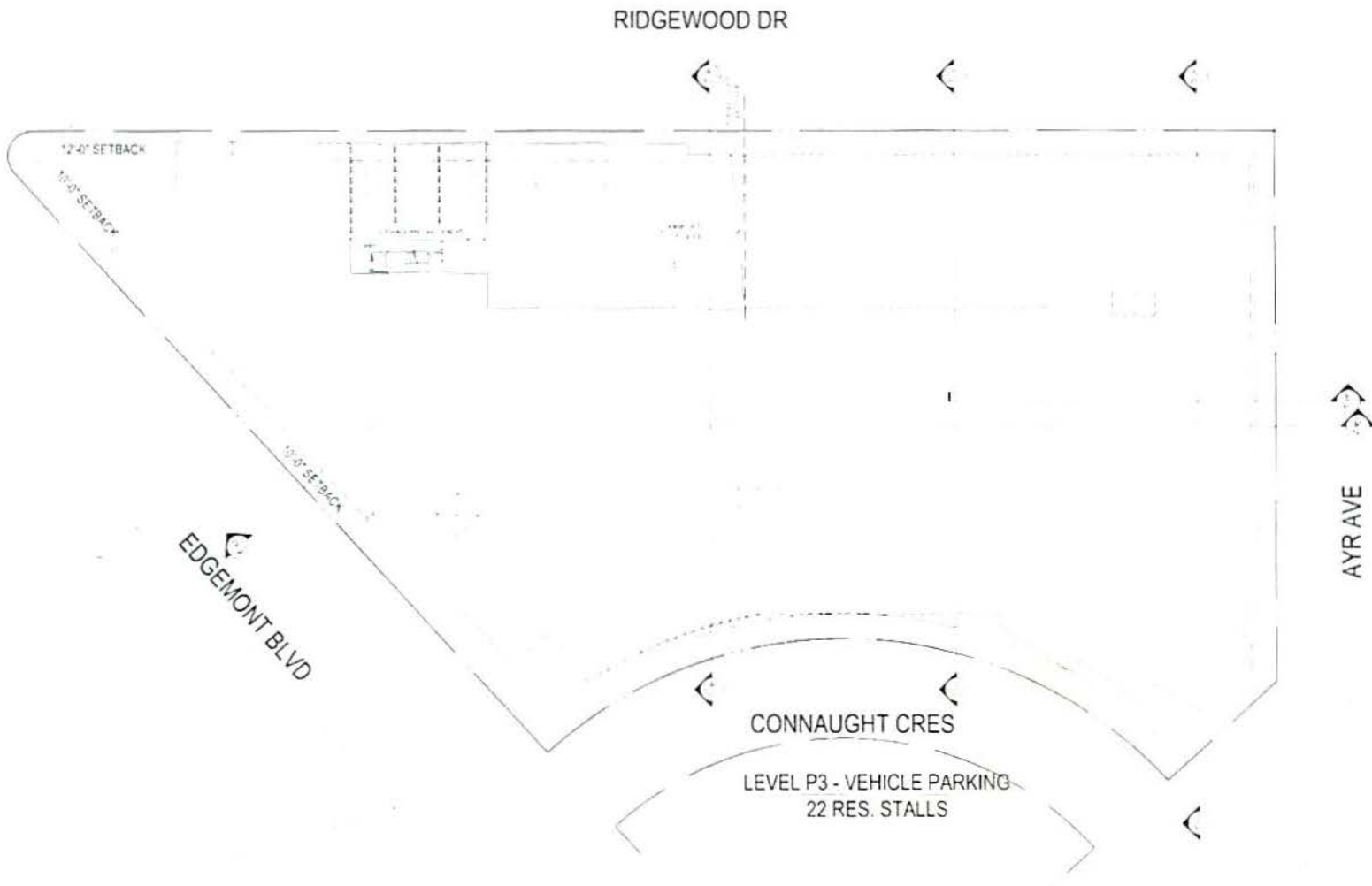
EDGEMONT VILLAGE  
1220-A3.0.dwg  
1 - 20' x 30'

PARKADE PLAN  
LEVEL - P3

DATE: 10 DEC 2014  
BY: J. HUNTER, DRA

1220

A2.0



**The Corporation of the District of North Vancouver****Bylaw 8122**

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

---

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

**1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)".

**2. Amendments**

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

(A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.

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

**"Comprehensive Development Zone 90      CD90"**

(C) Part 4B Comprehensive Development Zone Regulations by inserting the following:

**"Comprehensive Development Zone 90      CD90"**

**4B90-1 Intent:**

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

**4B90-2 Uses:**

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:



- (i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
• artist's studio	• office use
• child care facility	• personal service use
• custom manufacturing establishments	• recreation/community centre use
• fitness centre	• residential use
• hobby beer and wine making establishment	• restaurant use
• liquor store	• retail use
• pet care establishment	
• studio	
• veterinarian	

#### 4B90-3 Conditions of Use:

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;

- (b) *Pet Care Establishment* and *Veterinarian* are permitted subject to the following condition:

- (i) an outside public entrance is required;

- (c) *Residential use* is permitted subject to the following condition:

- (i) *Residential use* is limited to a maximum of 90 dwelling units;

- (d) *Restaurant use* is permitted subject to the following condition:

- (i) *Restaurant use* may not include a *drive-in restaurant* or a *drive-through use*;

(e) *Retail use* is permitted subject to the following conditions:

- (i) *Retail use* may not include: *auctioneer use; equipment sales and rental use; or vehicle sales use;*

#### **4B90-4 Accessory Uses:**

*Accessory use* is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

(a) *Home occupations* are permitted only when accessory to a *residential use* and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;

(b) *Outdoor customer service areas* are permitted subject to the following conditions:

- (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant use*, including a *licensed lounge, neighbourhood public house, retail use or a retail food service;*

- (ii) an *outdoor customer service area* in conjunction with a *restaurant use*, including a *licensed lounge* and a *neighbourhood public house*, shall not exceed 60 seats;

- (iii) an *outdoor customer service area* in conjunction with a retail grocery store use, shall not exceed 24 seats;

- (iv) an *outdoor customer service area* in conjunction with any other *retail use or a retail food service, shall not exceed 8 seats;*

- (v) an *outdoor customer service area* must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;

- (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and

- (vii) additional parking is not required for an *outdoor customer service area;*

(c) *Outdoor product display and sales areas* are permitted only for a *retail use*, subject to the following conditions:

- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

**4B90-5 Density:**

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m<sup>2</sup> (71,600ft.<sup>2</sup>) of which no more than 930m<sup>2</sup> (10,000ft.<sup>2</sup>) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m<sup>2</sup> (1,500ft.<sup>2</sup>), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

**4B90-6 Amenities:**

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m<sup>2</sup> (154,650ft.<sup>2</sup>), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
  - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
  - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

**4B90-7 Maximum Principal Building Size:**

Not applicable

**4B90-8 Setbacks:**

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

**4B90-9 Building Orientation:**

Not applicable

**4B90-10 Building Depth and Width:**

Not applicable

**4B90-11 Coverage:**

- (a) Building coverage shall not exceed 82%;
- (b) Site coverage shall not exceed 85%.

**4B90-12 Height:**

- (a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

**4B90-13 Acoustic Requirements:**

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

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

- (b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;
- (c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.



#### **4B90-14 Landscaping:**

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

#### **4B90-15 Subdivision Requirements:**

Not Applicable.

#### **4B90-16 Additional Accessory Structure Regulations:**

Not applicable.

#### **4B90-17 Parking, Bicycle Parking and Loading Regulations:**

- (a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

<b>Use</b>	<b>Parking Requirement</b>
Residential dwelling unit	1 space per unit + 1 space per 100m <sup>2</sup> (1076.4ft. <sup>2</sup> ) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m <sup>2</sup> of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m <sup>2</sup> of gross floor area
All other conditional commercial uses	1 space/45m <sup>2</sup> of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
  - (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
  - (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m<sup>2</sup> of gross commercial floor area;
  - (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
  - (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
  - (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw."
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1330 (Bylaw 8122)" as at Third Reading

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

ADOPTED

---

Mayor

---

Municipal Clerk

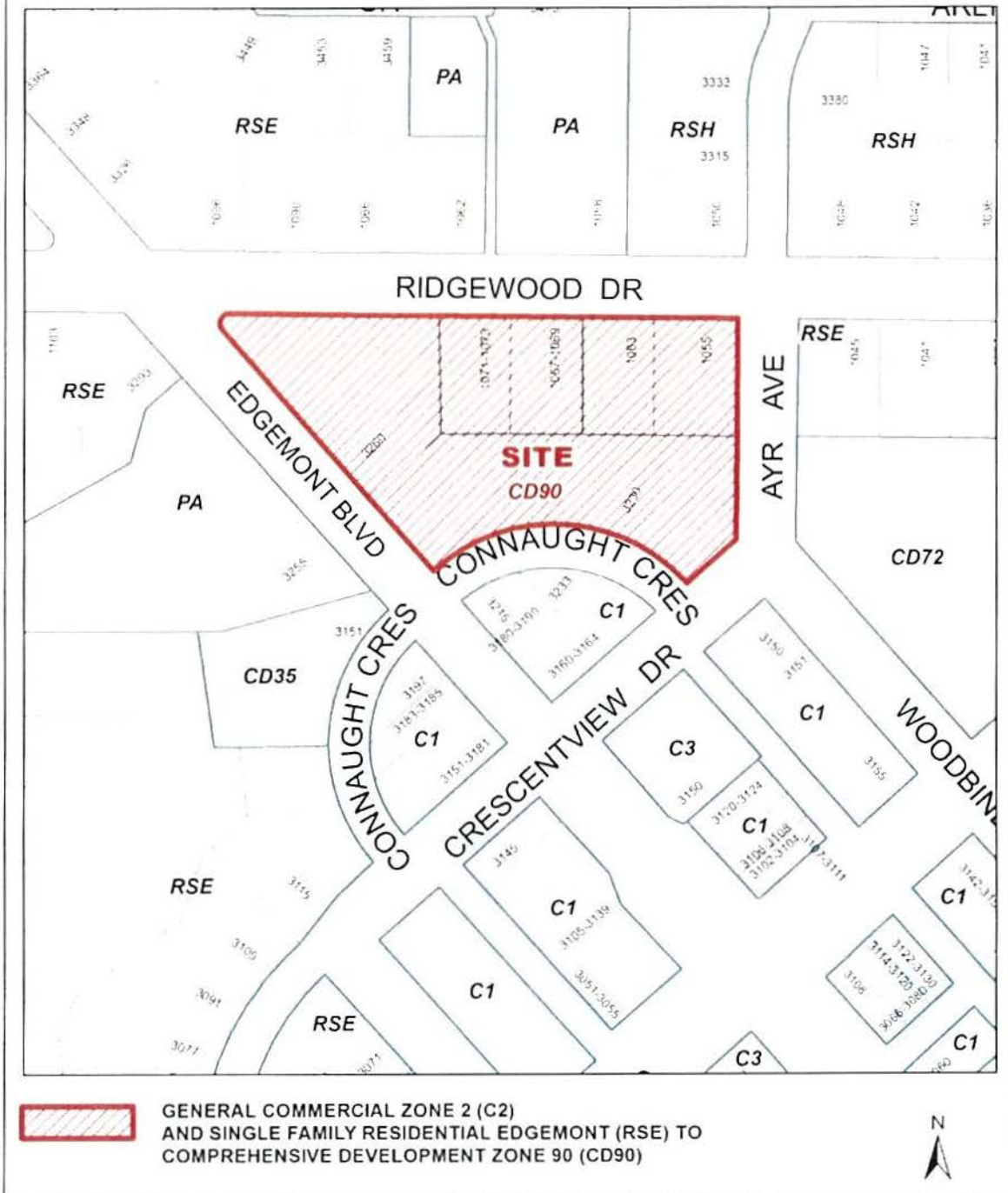
Certified a true copy

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Municipal Clerk

# Schedule A to Bylaw 8122

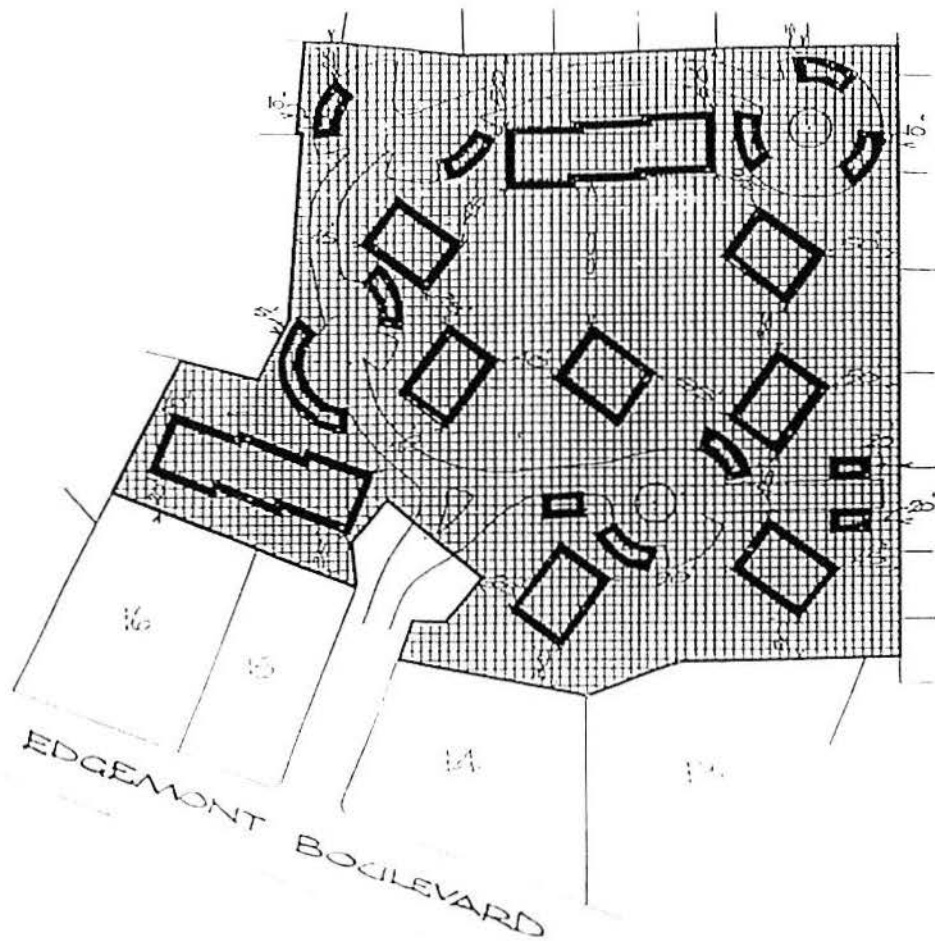
## BYLAW 8122 SCHEDULE A: ZONING MAP





Schedule B to Bylaw 8122

R/6



**The Corporation of the District of North Vancouver****Bylaw 8123**

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive.)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
- b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
- c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
- d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
- e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240);  
and
- f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

**3. Execution of Documents**

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

**READ** a first time

**READ** a second time

**READ** a third time

ADOPTED

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## Schedule A to Bylaw 8123

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2015 is

BETWEEN:

**EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404**

#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:



## 1. DEFINITIONS

### 1.01 Definitions

In this agreement:

- (a) "Development Permit" means development permit No.54.14 issued by the District;
- (b) "Lands" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "Proposed Development" means the development on the Lands contemplated in the Development Permit containing not more than 89 Units;
- (d) "Unit" means a residential dwelling strata unit in the Proposed Development; and
- (e) "Unit Owner" means the registered owner of a Dwelling Unit in the Proposed Development.

## 2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

## 3. RENTAL ACCOMODATION

### 3.01 Rental Disclosure Statement

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

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

### 3.02 Rental Accommodation

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 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 prepaid courier, or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404  
#2000 – 1040 West Georgia Street  
Vancouver, BC V6E 4H1

Attention: Marc Josephson

If to the Unit Owner:

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

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

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 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

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (c) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8030.

7.07 Governing Law

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

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

## CONSENT AND PRIORITY AGREEMENT

### GIVEN THAT:

1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
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. \_\_\_\_\_ (together, the "Prior Charge");
3. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

In consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

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

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

- END OF DOCUMENT -



## Grosvenor Edgemont Project

### Public Information Meeting – March 4, 2015

#### Executive Summary

On March 4, 2015, Grosvenor Americas hosted a Public Information Meeting regarding the Grosvenor Edgemont Project at Highlands United Church in Edgemont Village, North Vancouver. Approximately 237 members of the community were in attendance.

The meeting objectives were to:

- To provide an overview of the Grosvenor Edgemont Project
- To provide an opportunity for community input and comment on this project
- To follow up on the September 2013 applicant-led Public Information Meetings and May 14, 2014 Public Meeting

The Public Information Meeting was successful in achieving the above objectives. Many community members took the opportunity to discuss the Grosvenor Edgemont Project on a one-on-one basis with project team members during the 30 minute Open House before the meeting. The project team then provided all participants with a project overview during a PowerPoint presentation at the beginning of the large group session.

Community members had the opportunity to pose questions or provide feedback during a Q&A session following the PowerPoint presentation. Eighteen individuals asked questions, offered positive feedback or identified issues of concern during the Q&A session. Issues and feedback raised during the Q&A session are included below in the Public Information Meeting Summary Report. Participants were also invited to complete comment sheets and submit them at the end of the meeting or send them in after the meeting. The comment sheets were collected by the District of North Vancouver representative.

The meeting was constructive and remained largely respectful in tone. Community members were curious about the project and offered their feedback (positive and negative) willingly.

## Summary of Findings

Following the presentations, participants were invited to ask questions or offer comments on the project. Eighteen individuals offered their feedback.

Community members who offered verbal feedback were largely supportive of the project. Some individuals raised issues of concern including: managing local traffic during and after the project, construction traffic during the project, building heights relative to adjacent buildings, potential changes to the Village character, ventilation and sound management, and the viability of a restaurant at this location.

A summary of findings follows including positive feedback, issues of concern, and comments or requests. The next section documents each question, answer and comment.

### Positive Feedback

- I appreciate the green roofs and would like to see more of these.
- I am in favour of the project. It can't happen soon enough.
- I am excited about what I see. The progress on this project is going in the right direction.
- This project is long overdue. The existing site has needed more for a long time.
- This is a big plus for the Village.
- The stepping back of the 4<sup>th</sup> floor is a huge improvement and protects the view corridor. I am a big supporter of the project.
- I think this is a great project.

### Issues of Concern

- Traffic management:
  - Concern about contribution of new residents and retail traffic to congestion
  - Concern about management of traffic during construction and overlap with the Capilano water main project
  - Concern about potential back-up of traffic at Edgemont and Ridgewood due to increased traffic volume as well as the losses of a dedicated right hand turn lane and the dedicated bus lane.
  - Concern about construction-related traffic including workers accessing the site and provisions for worker parking.
- Building heights: Concern that the project building height appears high relative to adjacent building and other new builds.

- Village Character: Concern that this project looks like developments on Marine Drive and will change the character of the Village
- Retention of boulevard: Concern about potential loss of boulevard and plantings on Edgemont (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)
- Ventilation and sound management:
  - Curiosity about provisions and sound management for parkade and restaurant ventilation
  - Concern regarding noise impacts associated with a restaurant (noise from patrons) and the required ecologizer
- Viability of a restaurant: Concern regarding the viability of a restaurant given the limited "traffic" in Edgemont and the potential for turnover if businesses fail. Also, encouragement to consider alternate tenants and businesses

### **Comments/ Requests**

- Comment: This project does not provide affordability that could be achieved by coop housing and additional rental stock.
- Comment: Curiosity about accessibility of public parking outside of retail hours (no preference expressed).
- Comment: Curiosity about opportunities to combine units for purchase
- Comment: Curiosity about impact of project on viewscales
- Comment: I think this is still a work in process, especially in regarding to traffic and moving people around.
- Request for improved lighting along Edgemont and Ridgewood to improve pedestrian safety.
- Request that lighting installed as a part of this project does not create excessive glare and light pollution now experienced at Queens and Edgemont. (Note: This comment references lighting at a different project.)
- Request that the choice of tree species and spacing of plants is appropriate for the site and prevents against overplanting and excessive growth that requires maintenance.
- Request for a diversity of retail that does not include more fast food outlets.
- Request for more weather protection and benches for transit uses
- Request for three lanes on Edgemont north bound at Ridgewood: dedicated left hand lane, through lane, and dedicated right hand turn lane.

# Public Information Meeting Summary Report

## Welcome and Project Presentation

Marc Josephson, Senior Development Manager of Grosvenor Americas, welcomed participants, introduced the project and provided an overview of changes to the project in response to community feedback. Keith Hemphill of Rositch Hemphill Architects provided an overview of the updated site plan and building design and Chris Phillips of PFS Studios described the landscaping concept and project amenities.

## Question and Answer Session

Following the presentations, participants were invited to ask questions or offer comments on the project. The following questions, comments and issues were raised:

### 1. Resident

**Q1a: Congestion Tax:** Irrespective of whether people want the project or not, it will be here. And this kind of project contributes to traffic problems. How are you contributing to congestion tax? Also, smaller is not always worse than bigger and vice versa.

**A1a:** No plans to contribute to the congestion tax. The very placement of this kind of development along existing transit routes and an evolving bicycle network is a contribution to fighting congestion and reducing the sprawl. There are also traffic improvements planned as part of the project. This project adds few vehicle trips to the road network. The intersection of Edgemont and Ridgewood will be converted (at Grosvenor's expense) to a traffic signal with a left-hand turn lane on the northbound approach to improve traffic flow and improve the movement of pedestrians and vehicles through this intersection.

Also, development fees are paid by the developer such as DCCs (development cost charges) and CACs (community amenity contribution) that are paid to the DNV for infrastructure or social uses not necessarily determined by the project team. There are certainly substantial development fees related to rezoning.

**Q1b: Completion date:** When do you expect the project to be completed?

**A1b:** We are not absolutely certain but our hope is to begin at the end of this year (end of 2015) and the project is estimated to take two years (late 2017/ early 2018).



2. Long-time resident:

**Comment: Sustainability, affordability and LEED Gold:** I appreciate the desire to make Edgemont a more livable community and adding to density is a great contrast to the monster houses that are going up. However, this building does not provide true accessibility and affordability of housing. We need more coop housing and rental stock to do that. Also, for those that are concerned about transportation, this is an opportunity for us all to vote "Yes" in the upcoming referendum in order to increase options for transit everywhere including Edgemont Village. In relation to sustainability, we need to move towards livability and not just sustainability. Also, LEED Gold is not progressive enough; it is just standard now. Finally, I like the green roofs and I encourage the project team to keep them in and add more.

3. Resident

**Comment:** I want to commend the applicants on the presentation. I am in favour of this application. It can't happen soon enough. It is a good change for the Village. This community needs more housing options. Also, in terms of sustainability, we need to support social and economic sustainability as well as environmental sustainability. I think that it is unfortunate that the whole building isn't 4 storeys as that would probably mean more open space on the site and less site coverage, but I understand that that option is gone.

4. Resident

**Comment:** I am excited about what I see. There is a lot of progression for the Village on this project and it is going in the right direction.

**Q4: Lighting and pedestrian safety:** I find the lighting along Edgemont Blvd to be really dark through the rainy season: What is being done to ensure that the lighting along Edgemont and Ridgewood is improved to ensure that pedestrians are safe, especially at intersections.

**A4:** The existing lights along Edgemont are quite old and not up to current technology. We are working with the DNV to keep the character of the old lights and to update the lighting system. The new lights will provide more lighting.

5. Resident

**Q5: Public parking spaces:** Will public parking be accessible outside of retail hours?

**A5:** Commercial public parking will be on the first levels of the parkade. Store and restaurant hours will be determined later. If the store is closed, we'll provide another way for visitors to get in. Regarding public parking all night, we haven't made a decision yet. Not all decisions regarding public parking have been decided. We will need to consider a balance between ensuring parking accessibility when retail businesses are open and security.

6. Resident

**Q6a: Building height:** How high will the building be at the corner of Ayre up to the top of the 4<sup>th</sup> floor?

**A6a:** At that particular corner, 54 feet.

**Q6b:** How high is this relative to the Credit Union building or the Library? With the seniors' development, people were concerned about the height of these buildings. Can you do anything about the height? It's going to be pretty tall relative to any other building. It will be a significant landmark.

**A6b:** I hope you have a chance to look at the scale model that shows the height of this building in relation to surrounding existing and proposed buildings.

7. Resident

**Comment: Trees, plantings and diverse retail:** I think this is great for the community. These developments get done and it all looks nice, but the trees and plantings tend to get overplanted. I hope you pick the right species. Often, the wrong tree species are chosen, and plantings are overplanted, resulting in fast growth and subsequent problems. Also, I hope that the retail that goes in is selected carefully. We need a good bakery and I hope that the retail businesses are diverse and appropriate – not more fast food outlets.

8. Long-time Resident

**Comment:** I have lived here all my life. This project is long overdue. The existing site has needed more for a long time.

**Q8a: Retention of the boulevard:** I have heard recently that the boulevard farther down along Edgemont is being removed. I would like to see it remain. With the lights and changes in plantings and tree colour over the seasons, it is lovely. (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)

**A8a:** There is a study going on right now about the continuation of the roadway. This is beyond the scope of our project. The existing boulevard is a great amenity.

**Follow-up comment:** The lighting from the new building at Queens from the new development is excessive and glares down. It is not adding lighting to the street – it is light pollution. Please try to avoid this. (Note: This comment references lighting at a different project at Queens and Edgemont.)

**Q8b: Ventilation of parkades, stores and restaurant:** With underground parking, Thrifty's, and the restaurant: these occupancies and tenants all require lots of ventilation. How will the ventilation work to get air out while minimizing noise? Equipment on top of the buildings can be structurally noisy.

**A8b:** When we are designing parkade exhaust, we typically bring parkade air intake via the main doors and access to the parkade. Exhaust will be vented through grates/grills in the ground at the loading and service entrances. That is farthest away from everything else. Re: air quality – it exhausts to the atmosphere. To minimize noise, we will put equipment further into the building and use inline ducts with acoustic lining to mitigate the sound of air being exhausted. Regarding the equipment associated with the grocery store, we have a good ability to isolate the sound within the concrete structure in the loading bay.

**Q8c: Air conditioning:** Will the residential units be air conditioned?

**A8c:** Not sure if they'll be air conditioned, but as part of our sustainability study goals and to meet code requirements for indoor air quality, heat recovery systems will be designed to help regulate and balance air flows and address energy management.

## 9. Non-Resident

**Comment:** I am a non-resident but I spend a lot of time here. Edgemont is a village. Except for Deep Cove, this is the only other village on the North Shore. However, what I see looks very much like what is going up on Marine Drive: very similar with 3 or 4 storeys, a flat roof and similar materials.

**Q9: Village Character:** Do you have an objective to define a new 2015 vision of Village character or some other vision that is appropriate for the Village??

**A9:** This is a subjective question. We have heard all kinds of input and suggestions. We have synthesized all the input and added a contemporary flavor to the Village. We have also broken up the building into separate components each with a different character. There is no underlying objective to take away the Village character. We are making an eclectic change and I think it does support the Village character.

Also, the design is intended to be different from Marine Drive, and incorporates walkability, deep sidewalks and significant setbacks. Walkability already exists in the Village and we want to keep that. Edgemont, Connaught and Ayre are all very pedestrian friendly.

#### 10. Resident

**Q10a: Lifts in the grocery store:** Great job. This will be a big plus for the Village. Will the grocery store use elevators or movators.

**A10a:** There will be a combination of escalators, cartveyor, and separate elevators.

**Comment: Viability of a restaurant:** I know that a restaurant is proposed. I have concerns about the level of turn-overs in the Village with restaurants. It will be very hard to get the right restaurant in there because there just isn't the pedestrian traffic for it to be sustainable. You're not going to get an Earl's or a Cactus Club. There isn't the traffic. And smaller businesses will die. Are you open to alternatives other than restaurants? The morale of a project is affected by businesses that don't make it. Also, is there sufficient insulation to address the noise associated with a restaurant? Noise associated with a restaurant will have an impact on the project. I don't think it will work in there. The cost will be huge and there isn't the traffic to keep it busy all the time. Keep an open mind to alternate uses and tenants.

**Q11b: Heating:** What kind of heating is proposed? Heat pump? Electric?

**A11b:** We are not that far along in our design. We are at the rezoning stage. We will be looking at sustainability and studying the energy question. We will work with mechanical engineers when we get to that point.

**Comment:** If there is a restaurant, you'll need an ecologizer. These are noisy and expensive.

**Q11c: Option to combine units for purchase:** Can a buyer combine two units to make a larger unit? Some people might like a larger unit.

**A11c:** Yes. We can discuss this. This has not been finalized yet.

**Q11d:** Why aren't the townhouses bigger?

**A11d:** In comparison to others, these town homes are wider than usual and will lend themselves to more efficient floor plans.

#### 11. Resident (same person as Comment #1)



## 12. Long-time Resident

**Comment: Concern re: loss of dedicated right-hand turn lane on Edgemont at Ridgewood:** I grew up in this area. I have seen this Village evolve over time. This development is not an evolution but a major change. It is important that this major change is dealt with properly in terms of the impact on the Village. At previous meeting we have heard about how building mass and density are being addressed. With the restaurant, retail and extra residents, there is going to be a significant increase in traffic. I am concerned that our Village will become a parking lot trying to get in and out of the pinch points at the start and end of the work day. Looking at this drawing on the screen, it shows that we have lost the dedicated right hand turn lane from Edgemont onto Ridgewood that is incredibly important. If that is lost and the right hand turn is controlled by the light, there will be a back-up to the end of the Village. It needs to be put back to prevent the back-up. (Note: The drawing in question did not show the street network accurately.)

## 13. Resident

**Q13: Traffic during construction:** What is the plan to address traffic during construction? We live on the corner of Queen's and Colwood. We are just behind Highlands Elementary. Some thought needs to be given to traffic during construction. I think the District should consider making Colwood a one-way street.

**A13:** We acknowledge that construction traffic is never pleasant. We have been planning for this well in advance of the project. We expect to avoid an overlap with the Capilano Water Project. Construction plans for this project presently includes avoiding Ridgewood. This strategy is subject to change at the District's discretion. Also, the current retail on this site generates 230 vehicles per hour. That won't be the case during construction so some traffic will also be removed from the Village during construction.

## 14. Long –time Resident

**Q14: Impact on viewscales:** I haven't seen any perspective regarding the view scape. What will be the impact of this project on the view-scape down Edgemont?

**A14:** There are drawings illustrating the view-scapes around the project on the website. We have also pushed back the upper floors of the project to maintain the view-scape.

15. Long-time Resident

**Comment:** I think the stepping back of the upper floor makes a big change visually. I am a big supporter of the project. Maintaining the view-corridor is great and it distinguishes this project from Marine Drive.

16. Resident

**Q16a: Construction workers – numbers and access:** How many construction workers will be on site at one time?

**A16a:** The number of workers will depend on the stage of the construction.

**Q16b:** What is your plan to get construction workers onto the site? Where will they park?

**A16b:** We are working on this issue as part of the construction plan and are currently looking for off-site locations where workers can park. We are clear that workers/trades will need to park somewhere off-site.

17. Long-time Resident

**Q17a: Managing traffic at Ridgewood and Edgemont – desire for three lanes on Edgemont approaching Ridgewood.** Where are the property lines? (Property lines were shown.) We have lost the bus access to the intersection. Your drawing shows that we have lost a right lane. The buses are going to have to cross over to the left turn lane. Is that correct? Why not lose all that green space and have another dedicated lane to allow for lanes turning left, going straight and going right. Why not add a lane? I am very concerned about the potential for blockage at the Edgemont/ Ridgewood intersection.

**A17a:** The picture doesn't show the intersection properly.

**Q17b:** You said that you will have a zero impact on Ridgewood. There will be a huge impact on Ridgewood during construction.

**A17b:** During the Capilano Water Main project, we will not bring any construction traffic along Ridgewood as requested by the District thus far. Even after the Capilano project, we will use Queens to access the project and not along Ridgewood unless the District provides us with different direction. We will manage traffic flow. (Comment: This is very hard to do.)

**Comment:** Wider sidewalks mean there is a loss of the public realm. How are you going to address this? We are losing accessibility for cars. I would like to know how the bus will turn left without blocking traffic.

**Q17c: Building security:** Will the “break-up” of the building now create security issues?

**A17c:** There will be gates. We will also separate the public realm from private or semi-private space as you see in developments of this kind. Each single storey townhouse on Ridgewood will have a gate and a yard.

**Comment:** I think this is still a work in process, especially in regards to traffic and moving people around.

#### 18. Resident

**Comment: Overhang and benches at bus stop:** I think this is a great project. I see in the drawing that you are counting on the overhang for bus users. I suggest that you could include more weather protection cover and benches for transit users.

### Next Steps and Closing Comments

Marc Josephson outlined the next steps in this process:

District Staff will be compiling comments from tonight as well as from the Design Panel and adding their own comments to a staff report to be sent to Council. The Project Team hopes to meet with Council in May or June, 2015 regarding the staff report.

Participants were reminded to submit comments via the written comment forms, email or fax to Natasha Letchford at the District of North Vancouver by March 27, 2015.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 7, 2015</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

*Dm Sov*  
Dept.  
Manager

*B.*  
GM/  
Director

*CAO*  
CAO

## The District of North Vancouver REPORT TO COUNCIL

November 12, 2015  
File: 3060-20/54.14

**AUTHOR:** Doug Allan, Community Planner

**SUBJECT:** DEVELOPMENT PERMIT - 3260 EDMONTON BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-1073 RIDGEWOOD DRIVE (GROSVENOR - EDMONTON VILLAGE BT LIMITED)

### RECOMMENDATION:

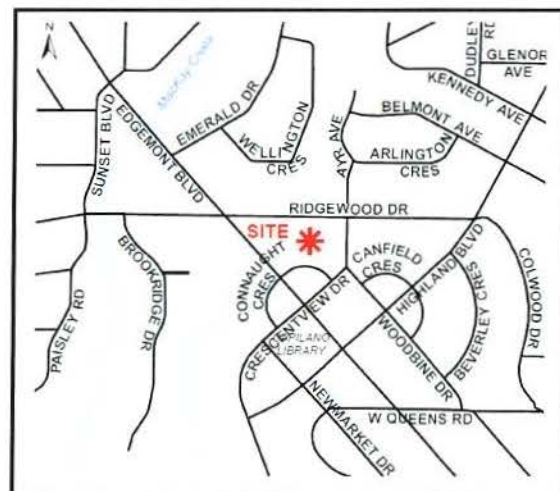
That Development Permit 54.14 (Attachment A) for a mixed commercial and 82 unit multi-family project at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive be issued.

### REASON FOR REPORT:

The project site is in Development Permit Areas for the Form and Character of Development (Commercial and Mixed Use Buildings and for Energy and Water Conservation and Greenhouse Gas Emission Reductions. This Development Permit report outlines the project's compliance with the applicable DPA guidelines.

### SUMMARY:

The site is designated Commercial Residential Mixed Use Level 1 in the OCP and is zoned Comprehensive Development Zone 90 (CD90) which permit the development of a mixed use project consisting of 5,719m<sup>2</sup> (61,567ft.<sup>2</sup>) of commercial floor area and a total of 82 apartment and townhouse units. The project is 3 storeys in height with a partial 4<sup>th</sup> level. All parking is provided within two underground levels with access off Ayr Avenue. A development covenant governs various aspects of the project. The proposal is in compliance with the CD90 Zone and the OCP Schedule B Development Permit Area Guidelines. There are no variances contained in Development Permit 54.14 which is now ready for consideration of issuance.





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**BACKGROUND:**

Bylaw 8122 rezoning the property to CD90, and Housing Agreement Bylaw 8123, are scheduled for Council for consideration of Adoption on November 23, 2015.

In addition to the rezoning and housing agreement bylaws, a Development Covenant requires compliance with the approved Development Permit and includes provisions relating to:

- reciprocal parking to enable the sharing of 9 residential visitor spaces and a minimum of 9 commercial parking spaces;
- the free public use of the commercial parking spaces, including a provision allowing Grosvenor to establish a 2 hour time limit on the free public spaces;
- the establishment of pay parking if the District introduces on-street pay parking in the Village;
- limitations on the hours of operation of outdoor customer service areas;
- the incorporation of adaptable design features;
- the issuance of building and demolition permits (tied to the completion of the Capilano Watermain Replacement Project);
- execution of an engineering services agreement, including a construction traffic management plan; and
- execution of separate covenants for green building, stormwater management, and public art installation and maintenance.

**EXISTING POLICY:**

Land Use Designation and Zoning

The land is designated in the OCP as 'Commercial Residential Mixed Use Level 1'. This designation is "...intended predominantly for general commercial purposes, such as retail, service and offices throughout the District. Residential uses above commercial uses at street level are generally encouraged. Development in this designation is permitted up to approximately 1.75 FSR". The project complies with the OCP designation and the site's CD90 Zone.

Edgemont Village Centre Plan and Design Guidelines

The Edgemont Village Centre Plan envisions a commercial/residential mixed use 3 storey development at the site but includes the potential for a partial 4<sup>th</sup> level under specified conditions. The Plan encourages the provision of a supermarket along with other services including pharmacy, dental/medical services, pub or restaurant with active retail frontages to expand pedestrian amenity and the Village ambience. The proposal meets the goals of the Edgemont Village Centre Plan.

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Development Permit Areas

The development site is designated as Development Permit Areas for:

- the Form and Character of Development (for Commercial and Mixed-Use Buildings and Ground-Oriented Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

The project has also been reviewed against the Edgemont Village Centre Plan and Design Guidelines.

**ANALYSIS:**

Site and Surrounding Area:

As illustrated on the aerial photograph, the site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue. The 0.86ha (2.13ac.) site consists of 2 commercial parcels occupied by a grocery store and a medical/dental professional office building and, 4 single family residential lots on Ridgewood Drive.



Surrounding development consists of: commercial properties to the south; single family lots and St. Catherine's church to the north; single family lots and Highlands United Church to the west; and, single family lots and the Edgemont Senior Living project site to the east.



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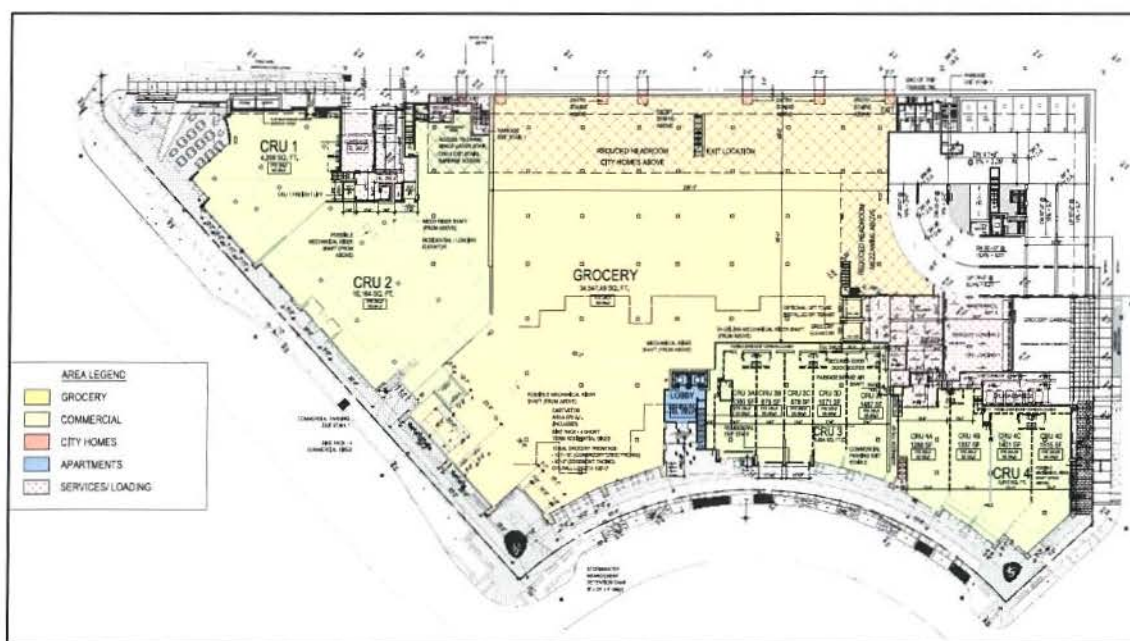
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**THE PROPOSAL:**

Site Plan

The proposal involves the development of a mixed use project containing approximately 5,719m<sup>2</sup> (61,567ft.<sup>2</sup>) of at-grade commercial space and 82 multi-family residential units. The residential units consist of 59 apartments and 23 townhouses. As illustrated on the following site plan, the project incorporates a grocery store and additional commercial spaces which could include, among other uses, a restaurant and pharmacy.



**SITE PLAN – COMMERCIAL LEVEL**

Building Design:

As shown on the following images, the majority of the building is 3 storeys in height with a partial 4<sup>th</sup> level. There are two levels of underground parking. The following images illustrate key exterior elevations of the project:

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**VIEW SOUTH ALONG EDMONTON BOULEVARD**



**SOUTHWEST CORNER - EDMONTON AND CONNAUGHT**



**CONNAUGHT CRESCENT ELEVATION**



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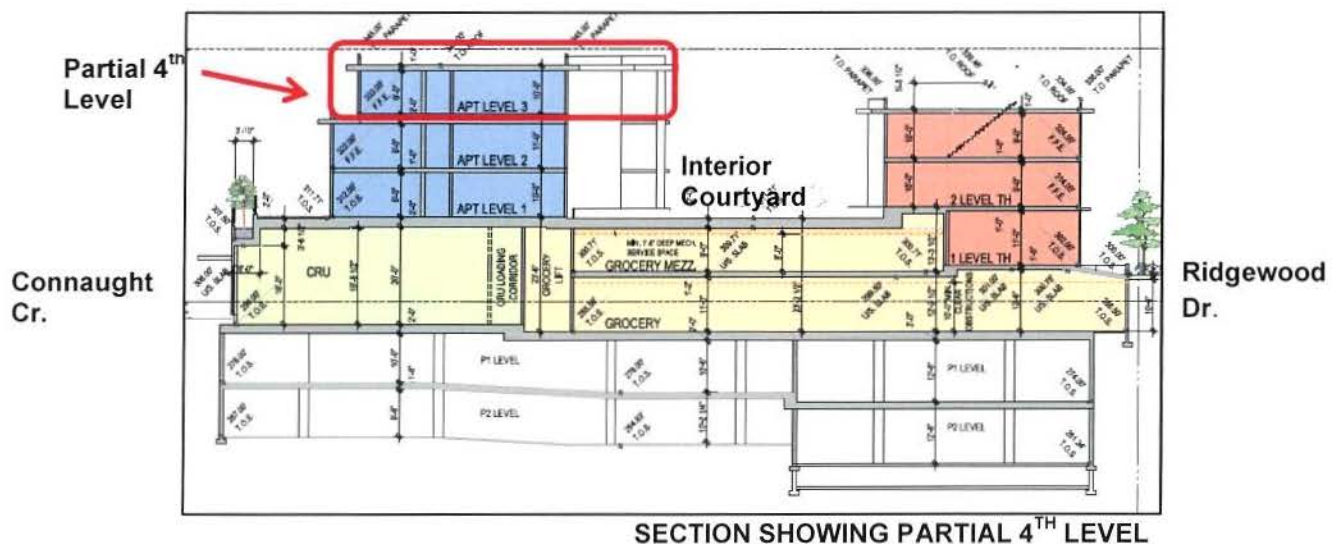
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**TOWNHOME ELEVATION – RIDGEWOOD DRIVE**

Under the Edgemont Village Centre Plan, buildings on the subject site are limited to 3 storeys with a provision for a partial 4<sup>th</sup> level. As shown on the following cross-section, there is a partial 4<sup>th</sup> residential level along the Connaught Crescent elevation. The maximum height of the building measured from the average grade of this sloping site to the top of the partial 4<sup>th</sup> level is 15.85m (52ft.)



The following image illustrates the partial 4<sup>th</sup> level as viewed from the corner of Edgemont Boulevard and Connaught Crescent.

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Landscaping

The landscape plan includes streetscape elements such as street trees, planting beds and wider sidewalks. As illustrated in the following image, the landscape concept also incorporates a village gateway plaza at the corner of Edgemont Boulevard and Ridgewood Drive which has been identified as an area for a public art installation and gateway signage. Two smaller plazas at each corner on Connaught Crescent are proposed to expand the pedestrian streetscape realm in accordance with the Edgemont Village Centre Plan and Design Guidelines.

The landscaping concept also includes a secured private courtyard on the roof of the grocery store which represents a significant amenity for the project residents. This courtyard is accessed from Ridgewood Drive and provides access to the two storey townhouses. The roof of the townhouse units and the west apartment level both have green roofs with roof decks.



LANDSCAPE PLAN SHOWING INTERIOR COURTYARD





**VIEW OF INTERIOR COURTYARD LOOKING EAST**

Adaptable Design:

The apartment units are designed for adaptability and 50% will be Level 1B, 40% will be Level 2 and 10% will be Level 3. The lower floor of the two storey townhouses will be accessible by elevator from the underground parking lot to the courtyard elevation. Compliance with the adaptable design features is secured in the Development Covenant.

**FORM AND CHARACTER DESIGN GUIDELINES**

The application has responded well to the Development Permit Guidelines for the Form and Character of Commercial and Mixed-Use Buildings. Notable highlights from the guidelines include:

- A1.1 Unified Streetscape: Within a given area, a unified streetscape concept for building sites, public open spaces, landscaping elements and universally accessible street furniture(benches, bike racks etc.) should be achieved. In accordance with this guideline and the Edgemont Village Design Guidelines, this project establishes a strong public streetscape realm incorporating generous setbacks for pedestrians, streetscape landscaping and street furniture.
- A1.7: Commercial Setbacks: On both front and flanking streets a 4m minimum distance from the curb face to the building façade, which may be a combination of public and private property, is encouraged for commercial and commercial/mixed use developments to accommodate sidewalks, street furniture and utilities. This project excels in the establishing a strong commercial public streetscape. In addition to the treatment of the spaces as noted under A1.1 above, bulges on both corners of



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Connaught Crescent are provided to expand the public space and the setbacks from the curbs on Edgemont Boulevard and Connaught Crescent are a minimum of 6m – 6.8m wide.

- A1.11: Storefronts:** In order to enliven shopping street environments, larger outlets should be lined at the sidewalk by smaller outlets with their own entries and identity. A rhythm of storefronts from 5 to 10m is most appropriate. The project design purposefully reduces the impact of the entrance to the proposed grocery store and the commercial storefront design on Connaught Crescent, with varied entrances, creates the impression of narrower spaces and, together with the apartment design details, further defines a sense of uniqueness within the project. The commercial space on Connaught Crescent can be demised into narrower units depending upon tenant requirements.
- A2.2: Semi-Private Space:** A minimum of 4.5m<sup>2</sup> of usable, accessible private or semi-private outdoor space accessed directly from the dwelling unit should be provided for each dwelling unit. This may take the form of patios, balconies or rooftop decks. This project provides different forms of outdoor amenity spaces for the residents including patios over the roof of the commercial units, individual balconies and rooftop decks.
- A2.5: Parking Structure Entrances:** Driveway access across sidewalks on shopping streets is not permitted where access from a lane or flanking street is possible. Vehicular entrances to parking structures and loading areas should be unobtrusive, architecturally integrated and screened from view from nearby properties and sidewalks with landscaping, trellises or through other means. Access to the principal parking and service area is located on Ayr Avenue with a secondary loading area on Ridgewood Drive and the architect has designed the entries with trellises and landscaping but design revisions are required to further reduce their visual impact, as noted in Development Permit 54.14.
- A3.7: Building Materials and Transitions:** Building and structures should be faced with substantial and durable materials such as masonry, stone, ceramic tile, fibre-cement siding, metal and wood. The principal materials consist of: cultured and architectural stone; cementitious horizontal siding, panels and trim; clear stained cedar soffits; wood clad columns and beams; and, aluminium balcony railings with tempered glass panels. The accompanying image illustrates the material and colour palette for the mixed use building.
- A.3.9: Transparent Fronts:** Viewing into storefronts and lobbies is encouraged and should not be





obscured by reflective glazing or window signs. The commercial level incorporates significant glazing to create an improved relationship between interior and exterior spaces and help to animate the streetscape.

- A3.12: Weather Protection: Commercial and mixed-use buildings should provide weather protection along the entire street frontage and particularly in the vicinity of a transit stop. The pedestrian spaces adjacent to the building are protected with a variety of transparent glass canopies on Edgemont Boulevard and fabric awnings along Connaught Crescent.

The project also addresses the Ground-Oriented Housing Guidelines, including:

- C1.1: Height and Massing: The height and massing of buildings should be in keeping with a single family dwelling or townhouse height which is typically less than 12m. Architectural treatments that reduce apparent building height such as the use of trim, colour accents, secondary roof elements, building recesses and stepped building forms are encouraged. The townhouses are approximately 9.8m (32ft.) in height, typical of this form of housing. These units also have flat roofs to reduce the apparent height and have articulated elevations.
- C2.4: Privacy: Incorporate planting and fencing to maximize privacy between dwelling units and neighbouring sites. The front yards of the townhouses are separated with planting and fencing and, at approximately 14m<sup>2</sup>, are in excess of the 9m<sup>2</sup> of outdoor space recommended in the guidelines.
- C2.10: Pedestrian Access: The main pedestrian access route should be from the street rather than the lane or parking area. The lower townhomes are accessed directly from Ridgewood Drive.
- C.3.2: Variations in Designs: Subtle design variations should be incorporated between neighbouring buildings to avoid a repetitive appearance. As shown on the Ridgewood Drive elevation above, the townhomes look quite unique from the mixed use portion of the development. In addition, combine similar materials to those of the mixed use building but incorporate additional materials, colours and design elements to differentiate between units.

The project also addresses the key Edgemont Village Centre Plan Design Guidelines by:

- introducing a contemporary architectural design to the Village's design palette;
- responding to the existing street grid and the unique geometry of Connaught Crescent;
- respecting views toward the mountains;
- expanding the public realm by providing wider pedestrian spaces and weather protection along Edgemont Boulevard and Connaught Crescent; and

- maintaining sunlight at the street level.

### **ENERGY AND WATER CONSERVATION AND GREENHOUSE GAS EMISSION REDUCTIONS GUIDELINES:**

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the Green Building Strategy, the project incorporates measures which will achieve a LEED 'Gold' level. The project will also incorporate energy measures to meet the Green Building Strategy baseline of 6 Energy and Atmosphere Credit 1 points with potential to increase that to 10 points. To address the Development Permit Guidelines, the project will incorporate:

- a green roof on the majority of the residential roof tops;
- water use reduction strategies including the use of efficient, low flow water fixtures and reduced landscape irrigation requirements;
- regional materials and materials with recycled content;
- EnergyStar-rated appliances, bathroom ventilation fans, and windows; and
- low VOC emitting materials for improved indoor air quality.

The Development Covenant requires a separate Green Building Covenant to be registered prior to issuance of a building permit to secure these commitments.

Reduced copies of site, architectural and landscape plans are attached to Development Permit 54.14, included as Attachment A to this report.

### **OFF-SITE IMPROVEMENTS:**

The application includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds and street furniture. In addition, the applicant will:

- create three public plazas at the key corners on Edgemont Boulevard and Connaught Crescent;
- provide funds for the creation of a new downstream wetland in Murdo Frazer Park;
- remove the existing overhead power lines and poles on Ridgewood Avenue and provide a new, underground service;
- install new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive if warranted, following the temporary signalization installed for the Capilano watermain project;
- replace the existing sanitary sewer line on Edgemont Boulevard from Ridgewood Drive, south to Connaught Crescent;
- replace or reline the existing sanitary sewer line on Ridgewood Drive; and
- improve the existing transit stop on Edgemont Boulevard to increase the number of buses that can be accommodated.



The off-site improvements will be secured in an Engineering Services Agreement.

**CONSTRUCTION TRAFFIC MANAGEMENT PLAN:**

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer is working with Engineering staff to develop final construction traffic management plan. The plan must minimize construction impacts on pedestrian movement and vehicular traffic. The Development Permit and Development Covenant require that this plan be accepted by the District prior to the issuance of a building permit and the commencement of any site preparation, servicing or building demolition works.

The Construction Traffic Management Plan must include:

1. a construction schedule (no construction on-site during the Capilano watermain replacement traffic diversion);
2. a plan to coordinate with other projects in the area or those affecting the transportation network (including Edgemont Senior Living and the Capilano watermain Replacement Project);
3. construction site access and egress;
4. estimated traffic generated by the site during construction;
5. proposed truck routing and staging plan;
6. proposed crane assembly and/or concrete pouring sites;
7. how traffic of all types (vehicle, transit, cyclists, pedestrians) will be managed around the site;
8. a plan to monitor and minimize impacts upon the community;
9. the location of an off-street area for parking worker/trades vehicles; and
10. a plan to enable communication with neighbours and other stakeholders.

Due to the potential impact of construction on the community during the watermain replacement project, the Development Covenant prohibits the issuance of a demolition permit before March 1, 2015 and a building permit before May 1, 2016. If the watermain project is complete prior to this date or, the Municipal Engineer determines that construction will not compromise traffic flows in the Village, demolition of the existing buildings or an earlier construction start may be permitted.

**COMMUNITY AMENITIES/PUBLIC ART:**

Bylaw 8122, rezoning the site to CD90, is an amenity bylaw that links the proposed density to the provision of a Community Amenity Contribution of \$1,468,230. The Community Amenity Contribution may be used for park, trail, off-site plazas, environmental or other public realm improvements, municipal or recreation service or facility improvements or, a contribution to the affordable housing fund.

As reported at the introduction of the rezoning bylaw, a public art budget has been established at approximately \$230,000. Based on the Public Art Plan accepted by the Public

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Art Advisory Committee on May 13, 2015, the majority of these funds will be directed to an art installation at the main entry plaza at the Edgemont Boulevard/Ridgewood Drive corner. The remainder of the funds will be used for a second installation at the corner of Connaught Crescent and Edgemont Boulevard. The Development Permit requires the submission of detailed plans for each of the plazas once the public art components have been defined and a separate covenant to ensure that the art installations are maintained is required.

**FINANCIAL**

In addition to the off-site improvements and \$1,468,230 of CAC funds, the project will contribute approximately \$1,100,000 in Development Cost Charges.

**CONCURRENCE:**

Staff

The project has been reviewed by staff from Environment Services, Permits, Parks, Engineering, Policy Planning, Urban Design Planning, Transportation Planning, the Fire Department, the Legal Department and the Public Art Coordinator.

Advisory Design Panel

The application was considered by the Advisory Design Panel on February 12, 2015 and the Panel recommended approval of the project subject to addressing a number of items to the satisfaction of staff.

The applicant has addressed these issues as well as development permit design guideline comments raised by staff by:

- adding trellises and landscaping at the parking/service entrances on Ayr Avenue along with improvements to the sidewalk design to ensure pedestrian visibility and safety. The image below illustrates this aspect of the project. The Development Permit requires design revisions to further soften the appearance of the overhead doors on both Ayr Avenue and at the secondary loading bay on Ridgewood Drive.





**AYRE AVENUE PARKING AND SERVICE ENTRIES**

- incorporating security gates at the entrances to the interior courtyard off Ridgewood Drive;
- simplifying the Connaught Crescent elevation by adjusting materials and colours;
- detailing the interior courtyard elevation of the townhouses to reflect the quality and character of the exterior facades;
- incorporating wood soffits at the commercial level to reflect the residential soffit detailing and pairing balcony columns to create a stronger appearance;
- detailing the corner gateway plaza to incorporate new seating and landscaping and to create a clear separation between the public space and the proposed restaurant outdoor seating area;
- revising the southwest corner plaza to include improved pedestrian circulation as well as increased planting and a rain garden. Additional seating along the edges of the plaza and a custom bench with planting in the centre provide a central feature for social gathering;
- incorporating a variety of children's play elements in the resident courtyard; and
- ensuring accessible pedestrian connections to all commercial units and the apartment entry lobby.

#### **PUBLIC INPUT:**

A facilitated public information meeting was held on March 4, 2015 and a public hearing was held on June 23, 2015. Staff will maintain on-going communication with adjacent neighbours and the Edgemont and Upper Capilano Community Association should any questions arise during the demolition, remediation and construction phases.

#### **CONCLUSION:**

This project is consistent with the directions established in the OCP and the Edgemont Village Centre Plan and Design Guidelines. It addresses OCP housing policies related to the provision of additional housing options and proposes a range of commercial uses as

**SUBJECT: DEVELOPMENT PERMIT - 3260 EDMONTON BOULEVARD, 3230  
CONNAUGHT CRESCENT AND 1055-1073 RIDGEWOOD DRIVE  
(GROSVENOR - EDMONTON VILLAGE BT LIMITED)**

November 12, 2015

Page 15

encouraged in the Village Centre Plan. In addition, the project will result in significant upgrades to the public realm to create opportunities for an animated streetscape as envisioned in the Plan, improve local utility services and, contribute to amenities in the Village. The Development Permit does not contain any variances and Development Permit 54.14 is now ready for Council's consideration.

**OPTIONS:**

Council may consider the following options:

1. issue Development Permit 54.14 (staff recommendation); or,
2. deny issuance of Development Permit 54.14 and give direction to staff and the applicant to revise the proposal.

Respectfully submitted,



Doug Allan  
Community Planner  
Attach.

A – Development Permit 54.14

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

### **DEVELOPMENT PERMIT 54.14**

This Development Permit 54.14 for the Form and Character of Development (Commercial and Mixed-Use Buildings and Ground-Oriented Housing) and Energy and Water Conservation and Greenhouse Gas Emission Reductions, is hereby issued by the Council for The District of North Vancouver to Edgemont Village BT Limited, Inc. No. BC0959404, to allow for construction of a mixed use commercial/residential project, containing a grocery store, retail shops and 82 residential units at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive, on the land legally described as:

- a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
- b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
- c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
- d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
- e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240);  
and
- f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258),

subject to the following terms and conditions:

- A. The following requirement is hereby imposed under subsections 920(2)(c) and 926(1) of the *Local Government Act*:
  - 1. Substantial construction shall commence within two years of the date of this permit, as determined by the Manager of Permits and Licenses, or the permit shall lapse.
- B. The following requirements are hereby imposed under subsections 920(1), 920(8), 920(9), 920(10.1), and 920(10.2) of the *Local Government Act*:
  - 1. The site shall be developed in accordance with the attached site, building and landscaping plans (Appendices 54.14A – 54.14MM).
  - 2. Prior to issuance of a Building Permit for the project, the following shall be submitted to:
    - (a) Community Planning:
      - (i) Final landscape plans for the approval of the General Manager, Planning, Properties & Permits which amend the applicable plans attached to this Development Permit 54.14 and which include:
        - 1. landscape grading and drainage plans coordinated with the civil engineering drawings; and

2. detailed specifications for the 3 public plazas;

- (ii) a written landscape cost estimate for the installation of all landscaping as shown on the final approved landscape plan for the acceptance of the General Manager, Planning, Properties & Permits;
- (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;
- (iv) a report from a qualified acoustic consultant confirming that the buildings are designed to meet the acoustic regulations in the CD90 Zone;
- (v) a registered green building covenant establishing the requirement for the project to meet energy of achieve a minimum of 6 Energy and Atmosphere Credit 1 points and the 'gold' building performance level under the LEED Canada® 2009 rating system for New Construction;
- (vi) revised plans for the two loading bays on Ayr Avenue and Ridgewood Drive to soften the appearance of the overhead doors; and
- (vii) a final site and building signage package in accordance with the Sign Bylaw;

b) Engineering:

- (i) revised engineering drawings for the acceptance of the General Manager, Engineering, Parks and Facilities; and
- (ii) an Engineering Services Agreement for the acceptance of the General Manager, Engineering, Parks and Facilities;
- (iii) a Construction Management Plan prior to issuance of a building permit for the demolition of the existing buildings and structures on the land, any site remediation work and, the issuance of any building permit for construction on the lands, which may require amendments during the course of construction to ensure that construction impacts are minimized.



C. The following requirements are hereby imposed under subsections 925(1) & (2) of the Local Government Act:

1. A security deposit equal to the greater of 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate, or \$100,000. The deposit must be provided prior to issuance of a building permit for the proposed development on the Land and will be held as security for landscaping, building and environmental works.

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 Development Covenant registered against the Land in favor of the District under Registration Numbers \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Dated this the day of \_\_\_\_\_, 2015.

# Edgemont Village

3260 Edgemont Boulevard, 3230 Connaught Crescent & 1055-1073 Ridgewood Drive  
District of North Vancouver, BC



Rivich Architects

120 Powell Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1

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1 604.669.1091

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ISSUED FOR  
REVISED  
REZONING / DPA  
28 AUG 2015

1. REVISED UNITS, TACKL AREAS 14 JAN 2015

N/A REVISION DATE

Use drawings as an indication of intent in the absence of  
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ARCHITECTURAL SEAL

GROSVENOR  
200 West 1st Street, Suite 1000  
Vancouver, BC V6B 1A1

PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE  
COVER PAGE  
PROJECT STATISTICS

DATUM: 1220-A3.0.dwg  
SCALE: NTS  
PLOTTED: 18 AUG 2015  
DRAWN: KM  
CHECKED:

PROJECT NO. 1220

DATE: 18 AUG 2015  
SCALE: A0.0  
D.P. NO. B.C. NO.

ATTACHMENT 54.144



AERIAL OVERVIEW SCALE 1:2000



ARTISTS RENDERING

## PROJECT INFORMATION

### PROJECT DESCRIPTION

REDESIGN OF EXISTING BUILDING FOR THE DISTRICT OF NORTH VANCOUVER

MUNICIPAL ADDRESS

3260 Edgemont Boulevard, 3230 Connaught Crescent & 1055-1073 Ridgewood Drive

LEGAL DESCRIPTION

LOT 10, DISTRICT OF NORTH VANCOUVER, DISTRICT OF NORTH VANCOUVER, BC

### LOT AREA

ACROSS 10,000 SQ. FT.

AS SHOWN BY THE DISTRICT OF NORTH VANCOUVER

### BUILDING HEIGHT

10 STOREYS MAXIMUM HEIGHT

### FIRE PROTECTION

CONFORMS TO THE DISTRICT OF NORTH VANCOUVER

### ZONE

CONFORMS TO THE DISTRICT OF NORTH VANCOUVER

### REVISIONS

1. REVISED UNITS, TACKL AREAS 14 JAN 2015

### PROJECT DIRECTORY

#### OWNER

GROSVENOR CAPITAL CORP.

200 West 1st Street, Suite 1000

Vancouver, BC V6B 1A1

CONTACT: JAMES HARRIS, PROJECT MANAGER

Phone: 604.669.6002

Phone: 604.669.1091

#### ARCHITECT

RIVICH ARCHITECTS

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Vancouver, BC V6A 1G1

CONTACT: JAMES HARRIS, PROJECT MANAGER

Phone: 604.669.6002

Phone: 604.669.1091

#### ENGINEER

JOHN HARRIS ENGINEERING

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CONTACT: JAMES HARRIS, PROJECT MANAGER

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Phone: 604.669.1091

#### LANDSCAPE ARCHITECT

JOHN HARRIS LANDSCAPE ARCHITECTS

200 West 1st Street, Suite 1000

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Phone: 604.669.6002

Phone: 604.669.1091

#### PLANNING

JOHN HARRIS PLANNING

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Vancouver, BC V6B 1A1

CONTACT: JAMES HARRIS, PROJECT MANAGER

Phone: 604.669.6002

Phone: 604.669.1091

#### CONSTRUCTION

JOHN HARRIS CONSTRUCTION

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Vancouver, BC V6B 1A1

CONTACT: JAMES HARRIS, PROJECT MANAGER

Phone: 604.669.6002

Phone: 604.669.1091

## DRAWING LIST

A0.0 COVER PAGE

A0.1 STATUS

A0.2 3D MASSING

A0.3 3D MASSING

A0.4 3D MASSING

A0.5 3D MASSING

A0.6 3D MASSING

A0.7 CONTEXT PLAN

A0.8 NEIGHBOURHOOD PLAN

A0.9 CONTEXT PHOTOS

A0.10 SHADOW DIAGRAM

A1.0 SITE PLAN

A2.0 PARKING P1

A2.1 PARKING P2

A3.0 FLOOR PLANS

A3.1 FLOOR PLANS

A3.2 FLOOR PLANS

A3.3 FLOOR PLANS

A3.4 FLOOR PLANS

A3.5 ROOF PLANS

A4.0 MATERIAL LEGEND

A4.1 MATERIAL LEGEND

A4.1.1 STREETSCAPE

A4.1.2 STREETSCAPE

A4.2 BUILDING ELEVATIONS

A4.3 BUILDING ELEVATIONS

A4.4 BUILDING ELEVATIONS

A4.5 BUILDING ELEVATIONS

A4.6 BUILDING ELEVATIONS

A5.0 CROSS SECTIONS

A5.1 CROSS SECTIONS

A5.2 CROSS SECTIONS

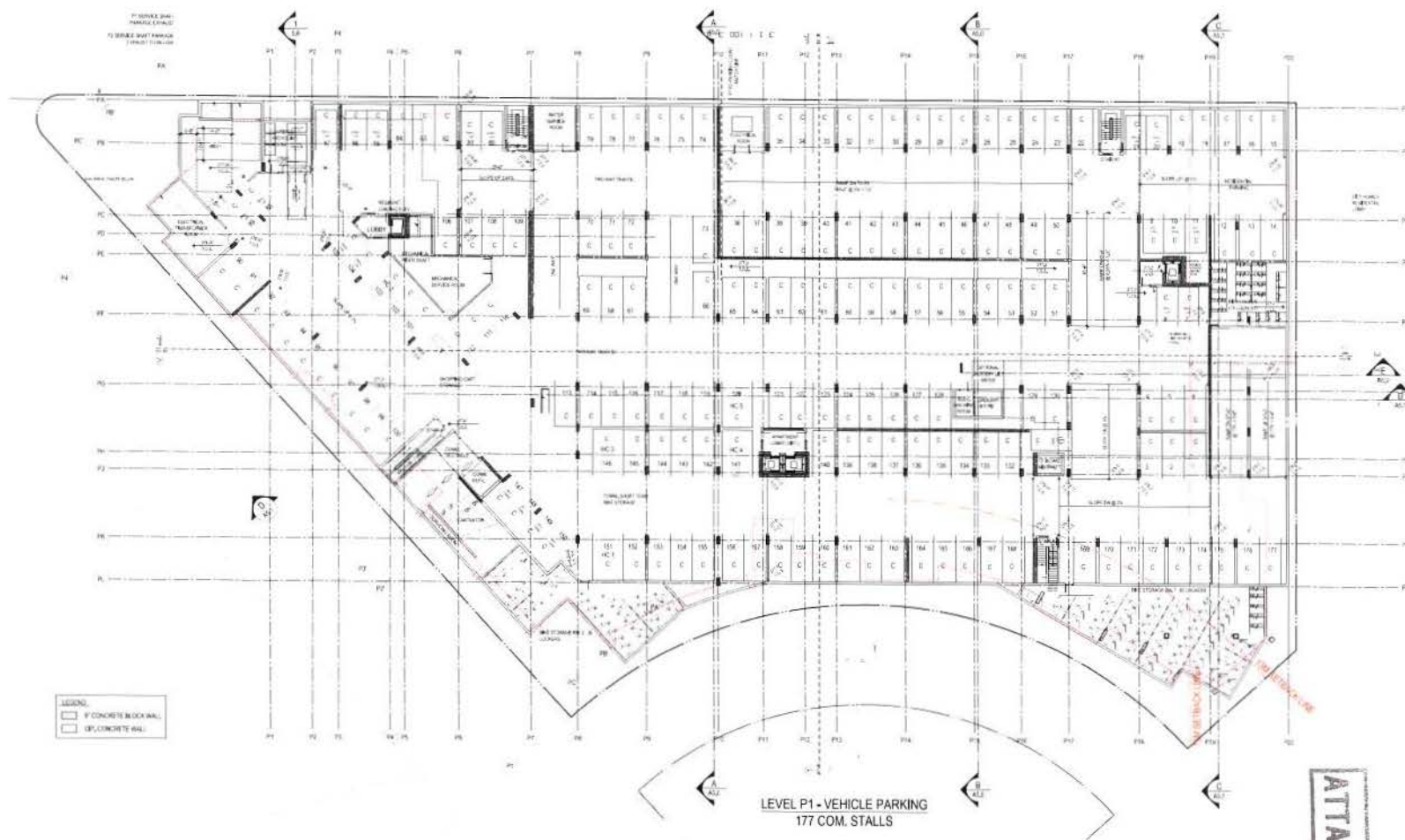
32 ARCHITECTURAL SHEETS

36 LANDSCAPE SHEETS



**ATTACHMENT 54.14B**





Rivich Architects

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Vancouver, BC Canada  
V6A 1G1

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F 604.669.1091

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REVISION	DATE
1. REVISION: DPA	18 OCT 2014
2. REVISION: REZONING / DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISION: REZONING: DP	15 JUNE 2015
5. REVISION: REZONING: DP	18 AUG 2015

DESIGNED FOR  
REZONING / DPA  
18 AUG 2015

REVISION	DATE
1. REVISION: 1200-ARL-14 JAN 2015	14 JAN 2015
2. REVISION	18 AUG 2015

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CLIENT

GROSVENOR

PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE  
PARKADE PLAN  
LEVEL - P1

DATABASE: 1220-A3.0.dwg  
SCALE: 1" = 20'-0"  
PLotted: 24 SEPT 2015  
DESIGN: DT  
CHECKED:

PROJECT NO. 1220

DWG NO. A2.0  
S.P. No.  
S.P. No.

ATTACHMENT 5.14





Reynolds Thompson Architects

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www.rha-ata.com

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	24 SEP 2015
2	REVISIONS	24 SEP 2015
3	REVISIONS	24 SEP 2015
4	REVISIONS	24 SEP 2015
5	REVISIONS	24 SEP 2015

CITY OF VANCOUVER  
DEPARTMENT OF PLANNING

FOR THE  
**REVISED  
REZONING - DPA**  
AMENDING

1. REVISIONS: FULL REVIEW 24 SEP 2015  
NOT REZONING

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2015/09/24/01

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Montreal, QC H3C 1A1

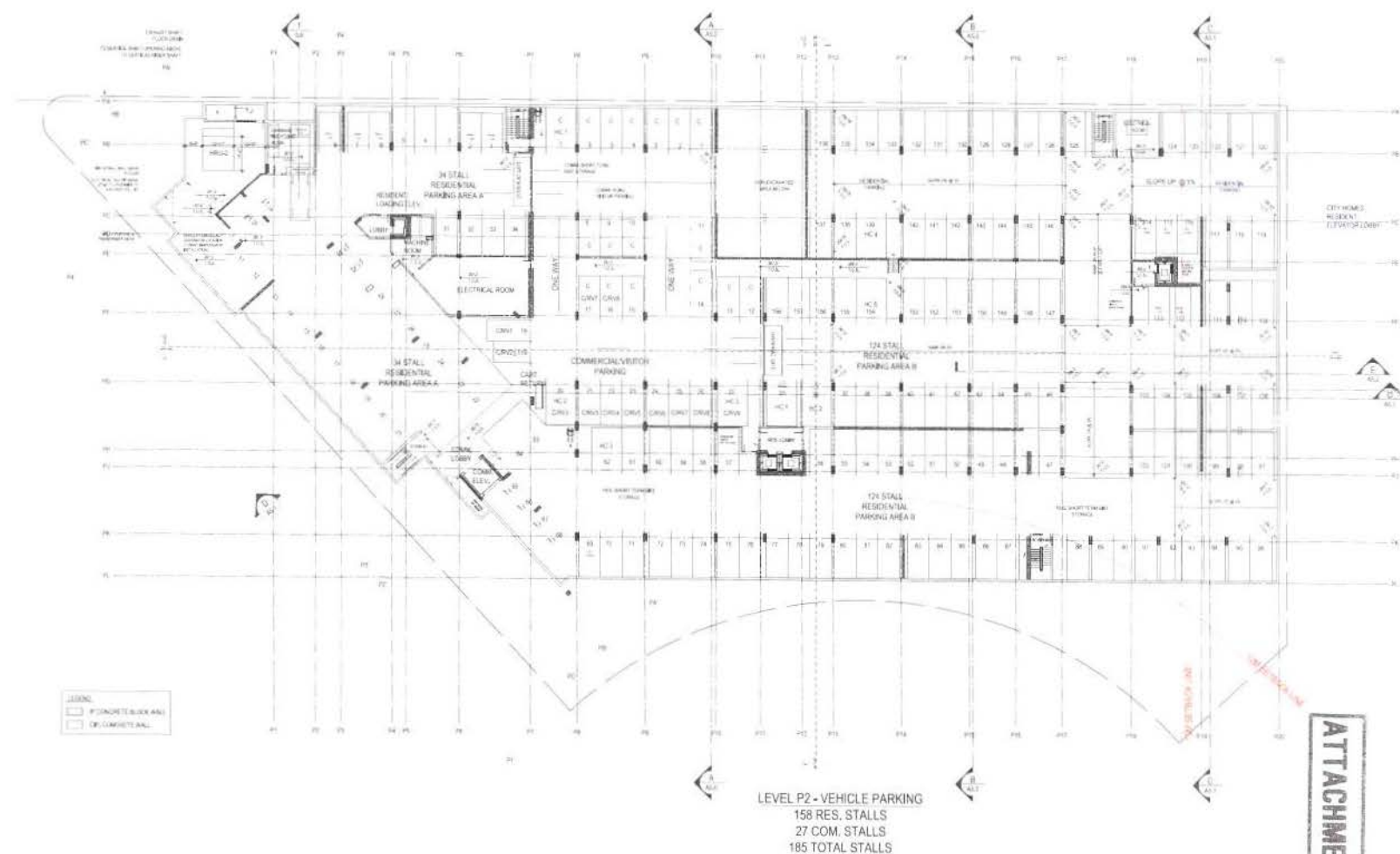
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

PREPARED BY:  
**PARKADE PLAN  
LEVEL - P2**

DATE: 2015-09-24  
BY: JLD  
CHECKED BY: JLD  
DATE: 2015-09-24

PROJECT NO.: **1220**

**A2.1**



**ATTACHMENT S4.14D**



Reynolds & Hampton Architects

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Vancouver, BC Canada  
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F 604.669.1091

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1. RECONING / DPA	18 DEC 2014
2. REVISED RECONING / DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISED RECONING / DPA	15 JUNE 2015
5. REVISED RECONING / DPA	18 AUG 2015

RECONING / DPA  
REVISED RECONING / DPA  
18 AUG 2015

1. RECONING / DPA  
18 AUG 2015

1. RECONING / DPA  
18 AUG 2015

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CLIENT

GROSVENOR  
200 West 4th Avenue, Suite 1000

PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE  
FLOOR PLAN  
LEVEL - 1

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PLATTDATE: 18 AUG 2015  
DRAWN: DT/RN  
CHECKED:

PROJECT NO. 1220

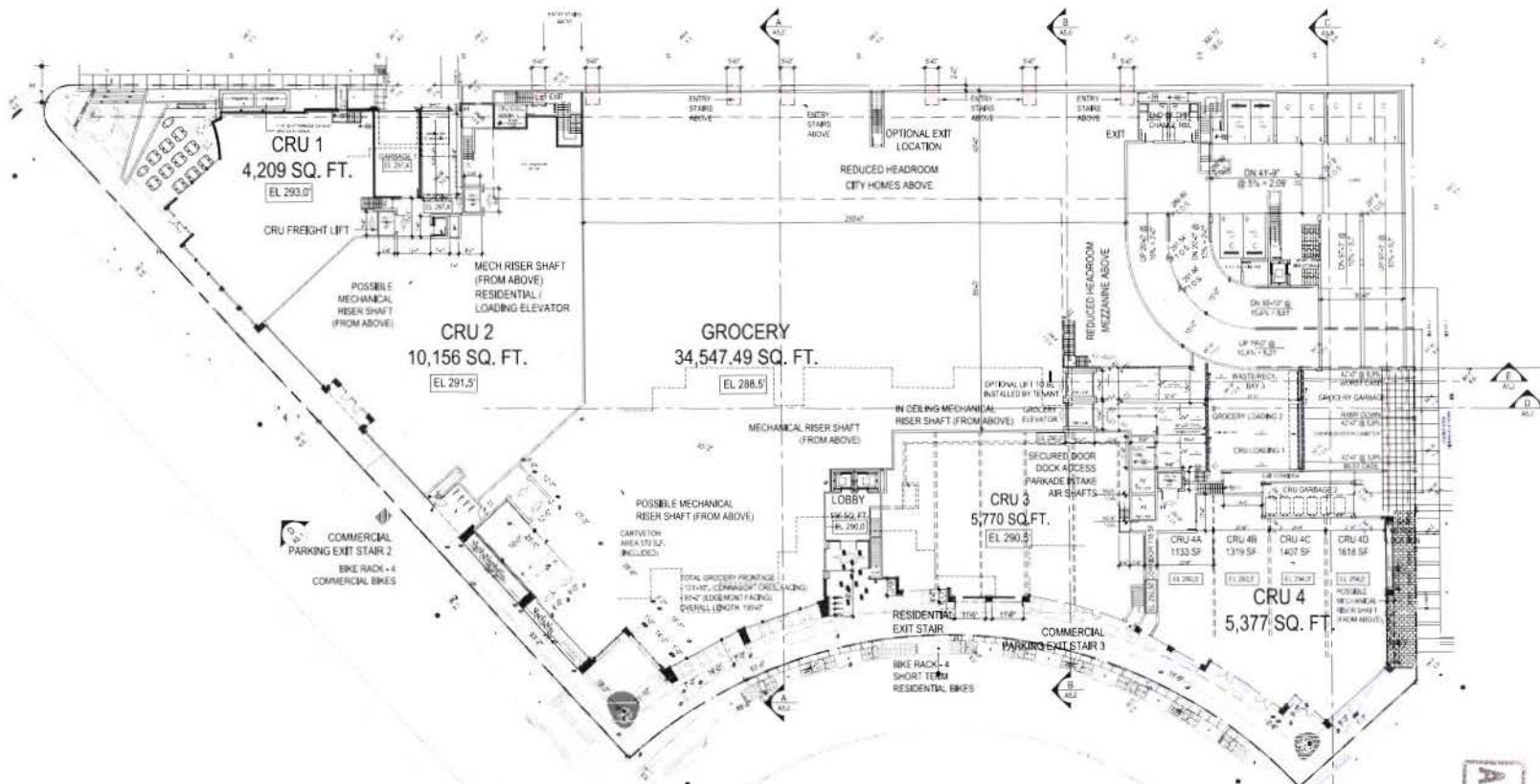
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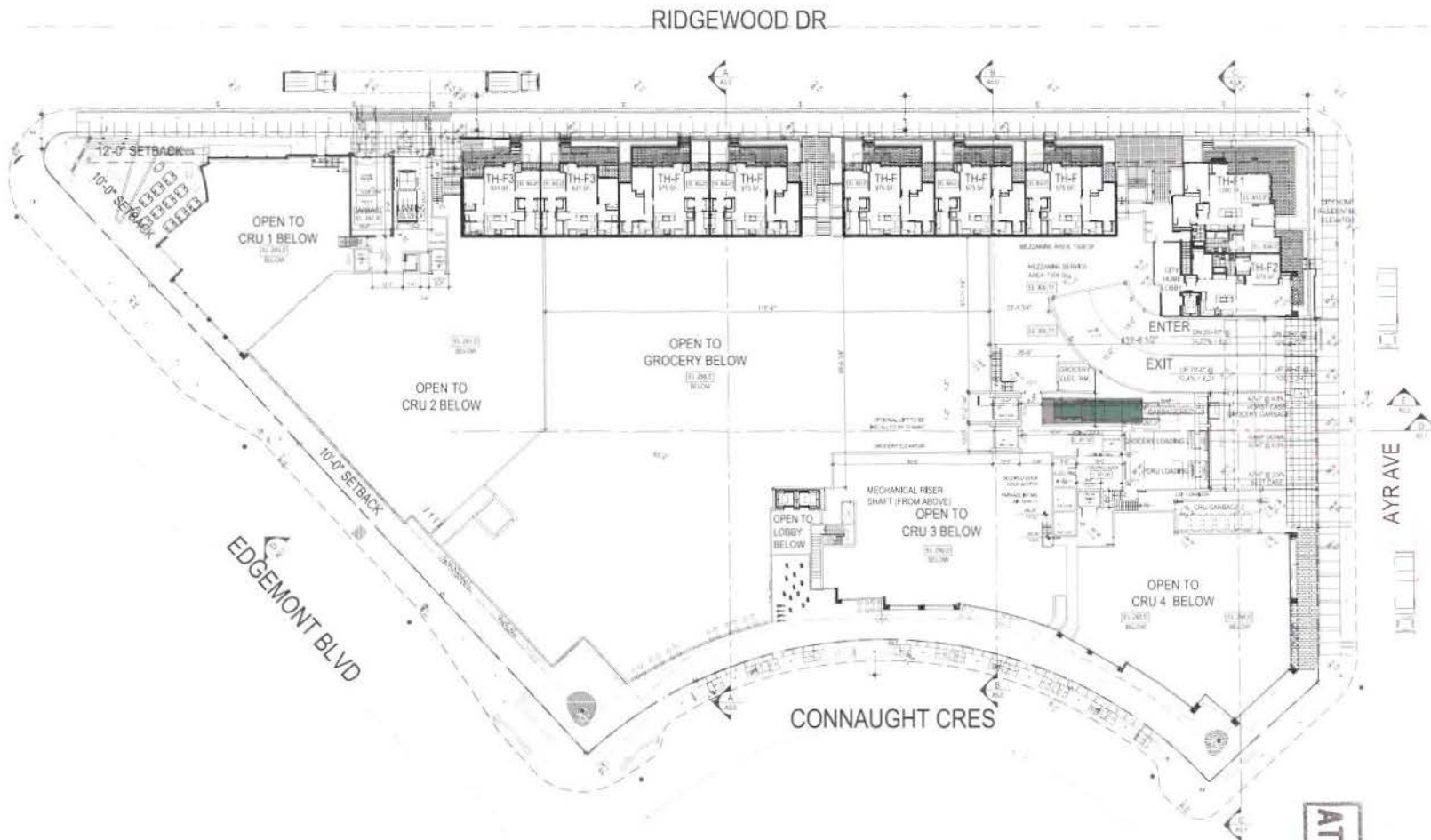
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D.P. No.

B.C. No.

ATTACHMENT 24.11E





ATTACHMENT SA.14.F



Roush & Hampton Architects

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REVISION	DATE
1. REVISED: DPA	08 DEC 2014
2. REVISED: REZONING: DPA	14 JAN 2015
3. SUBMIT PLAN	02 FEB 2015
4. REVISED: REZONING: DP	15 JUNE 2015
5. REVISED: REZONING: DP	18 AUG 2015

ISSUED FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

REVISED UNITS: 1400 AREA	DATE
NO. REVISION	DATE

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CLIENT  
GROSVENOR

PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE  
FLOOR PLAN  
MEZZANINE LEVEL &  
LEVEL-1 CITY HOMES

DATE: 1220-A3.0.dwg  
SCALE: 1" = 20'-0"  
PLOT DATE: 18 AUG 2015  
DRAWN: DT-BN  
CHECKED:

PROJECT NO. 1220

DWG NO. A3.1

ISSUE	DATE
1. REZONING / D/F	18 JUL 2014
2. REVISED REZONING / D/F	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISED REZONING / D/F	15 JUNE 2016
5. REVISED REZONING / D/F REVISION 2	28 AUG 2015

SUBMITTED FOR  
**REVISED**  
**REZONING / DPA**  
 18 AUG 2015

L. HENDERSON UNIT, TUGS, ARIAS 24 JAN 2020

The theory of an automorphism  $\sigma$  of  $\mathcal{A}$  is the property of having  $\sigma^2 = \text{id}$ . It is clear that  $\sigma$  has no fixed points on the first  $n$  components. If  $\sigma$  interchanges some pair of components  $i$  and  $j$ , then the points  $\sigma^2$  of  $\mathcal{A}$  will be fixed. In general,  $\sigma$  will be fixed on all components which are permuted back into themselves. In general,  $\sigma$  will be fixed on all components which are permuted back into themselves.

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**GROSVENOR**  
220 West 4th Street, Suite 200, Vancouver, B.C. V5Y 1C6

**PROJECT**  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

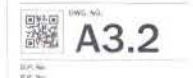
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 LEVEL - 2**

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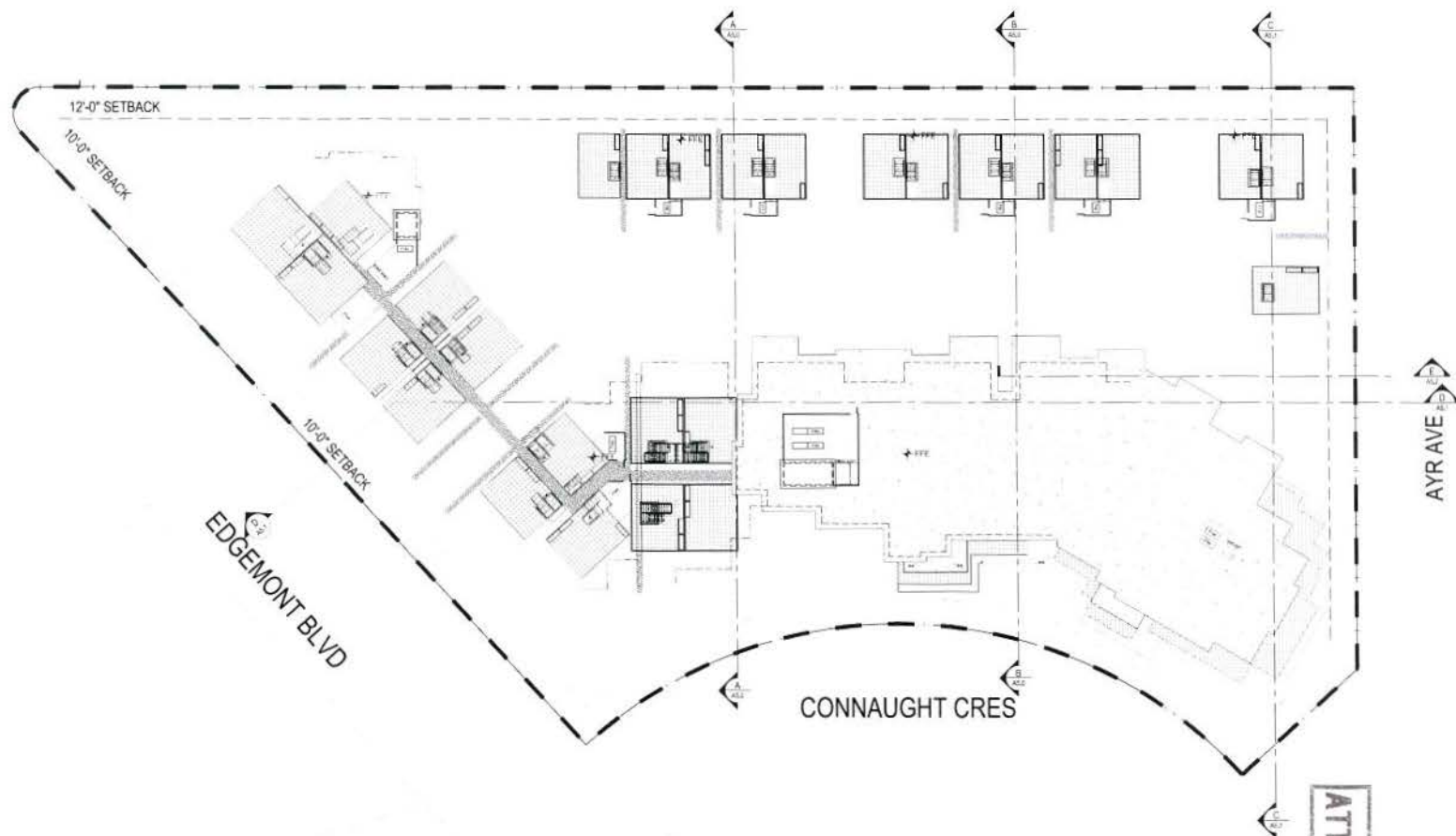
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PROJECT NO. **1220**





RIDGEWOOD DR



Rosely H. Architects  
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Vancouver, BC Canada  
V6A 1G1

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T 604.669.1091

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1. REVISION: DPA	18 DEC 2014
2. REVISION: REZONING / DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISION: REZONING: DP	15 JUNE 2015
5. REVISION: REZONING: DP	18 AUG 2015

ROOF FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

NO. REVISION	DATE
1. REVISION: UNITS, FASLS, AREAS	14 JAN 2015

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PROJECT:  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE:  
ROOF PLAN

DATABASE: 1220-A3.0.dwg  
SCALE: 1" = 20'-0"  
PLOTTED: 18 AUG 2015  
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CHECKED:

PROJECT NO.: 1220

DWG. NO.:  
A3.5  
D.P. No.  
S.P. No.



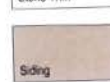
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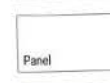
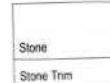
APT-1/ CRU-1



APT-2/ CRU-2



APT-3/ CRU-3







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POISED:	DATE:
1. REZONING - DPA	18 DEC 2014
2. REVISED REZONING - DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISED REZONING - DPA	23 JUNE 2015
5. REVISED REZONING - DPA	18 AUG 2015

POISED FOR  
**REVISED  
REZONING / DPA**  
18 AUG 2015

5. REVISED UNITS, TAGS, AREAS: 14 JAN 2015  
NO. REVIEW: DATE:

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ARCHITECTURAL SEAL

CLIENT

GROSVENOR  
200 King Street West, Suite 1000, Vancouver, BC V6A 1A1

PROJECT  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**MATERIAL LEGEND**

DATABASE: 1220-A3, 04Aug  
SCALE: 3/16" = 1'-0"  
PURSUANT: 18 AUG 2015  
DRAWN: LR  
CHECKED:

PROJECT NO.: **1220**

DWG. NO.: **A4.1**

DATE: 18 AUG 2015

BY: LR

FOR: RHA

ATTACHMENT S4.405



**MATERIALS LEGEND**

APT-1/ CRU-1	APT-2/ CRU-2	APT-3/ CRU-3
Stone Trim	Stone Trim	Stone Trim
Siding	Siding	Siding
Panel	Panel	Panel
4,1 Panel	4,1 Panel	4,1 Panel
Arch. Concrete	Railings	Window Frame
Wood Clad Columns	Soft Material	Windows Frame

TH-1	TH-2	TH-3
Shingles	Shingles	Shingles
Panel	Panel	Panel
Door	Door	Door

APT-1/ CRU-1	APT-2/ CRU-2	APT-3/ CRU-3	TH-1	TH-2	TH-3
Stone Trim	Stone Trim	Stone Trim	Stone Trim	Shingles	Shingles
Siding	Siding	Siding	Siding	Panel	Panel
Panel	Panel	Panel	Panel	Panel	Panel
4,1 Panel	4,1 Panel	4,1 Panel	Door	Door	Door
Arch. Concrete	Railings	Window Frame			
Wood Clad Columns	Soft Material	Windows Frame			



1 EDEMONT BLVD ELEVATIONS  
SCALE: 1/8" = 1'-0"



2 EDEMONT BLVD ELEVATIONS  
SCALE: 1/8" = 1'-0"



Rough Design Architects

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Vancouver, BC Canada  
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1 604.669.8002

1 604.669.1091

www.rhaarchitects.ca

REVISION	DATE
1. REVISION - DPA	18 DEC 2014
2. REVISED REZONING - DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISED REZONING - DP	15 MAR 2015
5. REVISED REZONING - DP	18 AUG 2015

REVISION FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

1. REVISED UNITS, TAGS, AREAS - 14 JAN 2015  
2. REVISED UNITS, TAGS, AREAS - 18 AUG 2015

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ARCHITECTURAL SEAL

CLIENT

GROSVENOR

1220-A4.0.dwg

EDGEMONT VILLAGE

District of North Vancouver

DRAWING TITLE

ELEVATIONS

REVISION

NOTED

18 AUG 2015

LB

DRAWN

CHECKED

PROJECT NO.

1220

SHC, INC.

A4.2

DATE

18 AUG 2015

DATE

18 AUG 2015









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PROJECT	DATE
1. REZONING - DPA	28 DEC 2014
2. REVISED REZONING - DPA	14 JAN 2015
3. DESIGN PANEL	22 FEB 2015
4. REVISED REZONING - DP	15 JUNE 2015
5. REVISED REZONING - DP	18 AUG 2015

ISSUED FOR  
REVISED REZONING / DPA  
18 AUG 2015

1. REVISED UNITS, TAGS, AREAS 14 JAN 2015

2. REVISIONS DATE:

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ARCHITECTURAL SEAL

CLIENT

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PROJECT

EDGEMONT VILLAGE

District of North Vancouver, B.C.

DRAWING TITLE

ELEVATIONS

DRAWING NO.

1220-A4.0.dwg

SCALE

NOTED

PLOTTED

18 AUG 2015

DRAWN

LB

CHECKED

PROJECT NO.

1220

DWG. NO.

A4.4

DATE

18 AUG 2015

BY

LB

ATTACHMENT 54.4M



1 RIDGEWOOD DRIVE ELEVATIONS  
SCALE: 1/8" = 1'-0"



2 RIDGEWOOD DRIVE ELEVATIONS  
SCALE: 1/8" = 1'-0"



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ISSUED	DATE
1. REZONING / DPA	18 DEC 2014
2. REVISED REZONING / DPA	14 JAN 2015
3. DESIGN PLANES	02 FEB 2015
4. REVISED REZONING, DP	15 JUNE 2015
5. REVISED REZONING, DP REVISION 2	18 AUG 2015

ISSUED FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

ISSUED UNITS, TAGS, AREAS	DATE
NO. REVISION	DATE

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drawings in the set. This office will not be responsible for all  
drawings and/or revisions after the drawing.

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PROJECT

EDGEMONT VILLAGE

District of North Vancouver, B.C.

DRAWING TITLE

ELEVATIONS

DATE

SCALE

NOTED

DATE

18 AUG 2015

DRAWN

LB

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PROJECT NO.

1220

DATE

18 AUG 2015

DATE

18 AUG 2015

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18 AUG 2015

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18 AUG 2015

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18 AUG 2015

DATE

18 AUG 2015

DATE

18 AUG 2015

DATE

18 AUG 2015





1 TOWNHOUSE COURTYARD ELEVATIONS  
SCALE 1/8" = 1'-0"



2 TOWNHOUSE COURTYARD ELEVATIONS  
SCALE 1/8" = 1'-0"



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ISSUED	DATE
1. REZONING / DPA	18 DEC 2014
2. REVISED REZONING / DPA	14 JAN 2015
3. DESIGN PANEL	02 FEB 2015
4. REVISED REZONING / DPA	15 JUNE 2015
5. REVISED REZONING / DPA	18 AUG 2015

ISSUED FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

ISSUED FOR	DATE
1. REVISED DPA, TACS, AREAS	14 JAN 2015
2. REVISED DPA	18 AUG 2015

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ARCHITECTURAL SEAL:

CLIENT:  
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PROJECT:  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

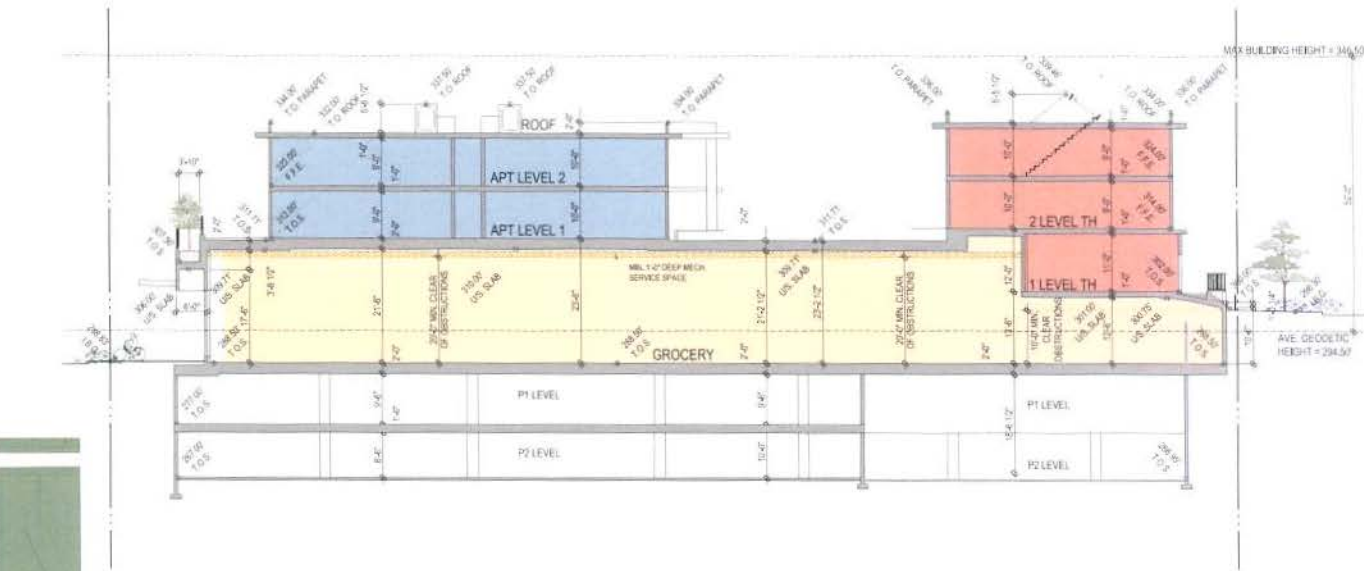
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COURTYARD ELEVATIONS

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PROJECT NO.: 1220  
DATE: 18 AUG 2015  
DRAWN: LB  
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DWG. NO.: A4.6  
SHEET NO.: 44.0

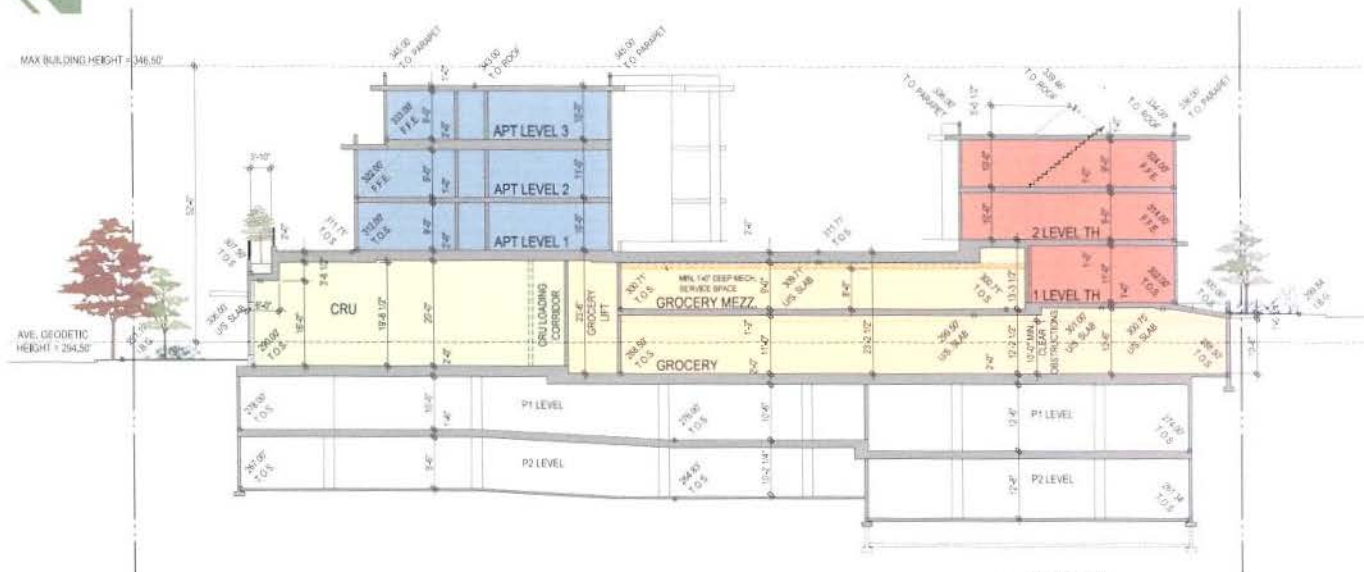
ATTACHMENT 44.0





1 SECTION A-A

SCALE 3/32" = 1'-0"



2 SECTION B-B

SCALE 3/32" = 1'-0"



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ISSUED	DATE
1. PLANNING / DPA	18 DEC 2014
2. REVISED PLANNING / DPA	14 JAN 2015
3. DESIGN PANEL	12 FEB 2015
4. REVISED PLANNING / DPA	23 JUN 2015
5. REVISED PLANNING / DPA	18 AUG 2015

REVISOR: PDP  
**REVISED  
REZONING / DPA**  
18 AUG 2015

1. REVISED UNITS, TRUCK AREAS - 14 JAN 2015  
NO REVIEW  
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ARCHITECTURAL SEAL

CLIENT

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PROJECT  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE  
**SECTIONS**

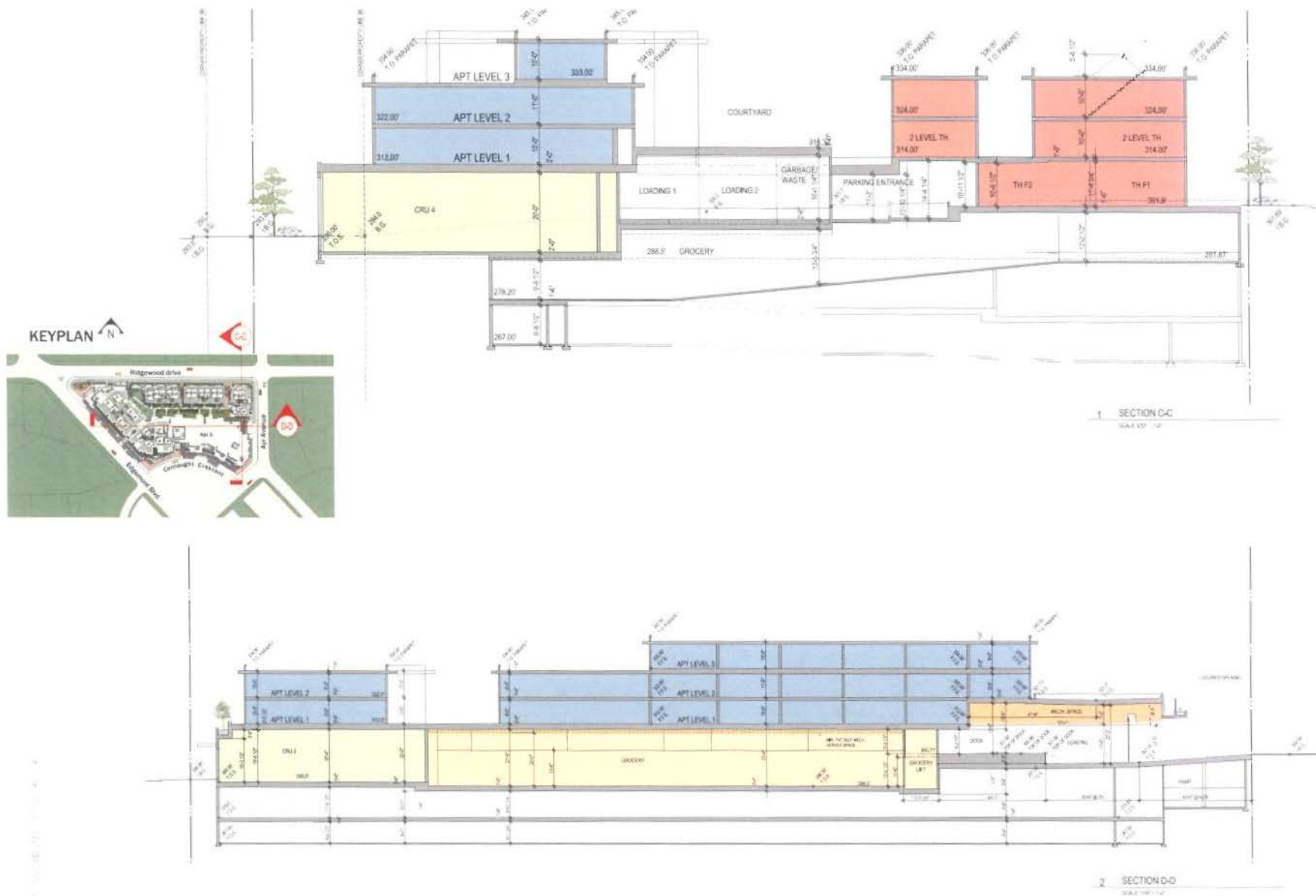
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SCALE: 3/32" = 1'-0"  
PLOTDATE: 18 AUG 2015  
DRAWN: DT  
CHECKED:

PROJECT NO.: 1220

DRAWING NO.: A5.0

D.P. No. 1220

ATTACHMENT 5444 P



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REVISION	DATE
1. REVISION: DPA	18 DEC 2014
2. REVISION: REZONING: DPA	14 JAN 2015
3. DESIGN PANEL	12 FEB 2015
4. REVISION: REZONING: DPA	15 JUNE 2015
5. REVISION: REZONING: DPA	18 AUG 2015

DESIGNED FOR  
**REVISED  
REZONING / DPA**  
18 AUG 2015

1. REVISION: DPA, 18 DEC 2014

2. REVISION: REZONING: DPA, 14 JAN 2015

3. DESIGN PANEL, 12 FEB 2015

4. REVISION: REZONING: DPA, 15 JUNE 2015

5. REVISION: REZONING: DPA, 18 AUG 2015

ARCHITECTURAL SEAL

CLIENT

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PROJECT

EDGEMONT VILLAGE

District of North Vancouver, B.C.

DRAWING TITLE

SECTIONS

DATABASE

1220A3.0.dwg

SCALE

3/32" = 1'-0"

PLOTTED AT

18 AUG 2015

DRAWN

DT

CHECKED

PROJECT NO.

1220

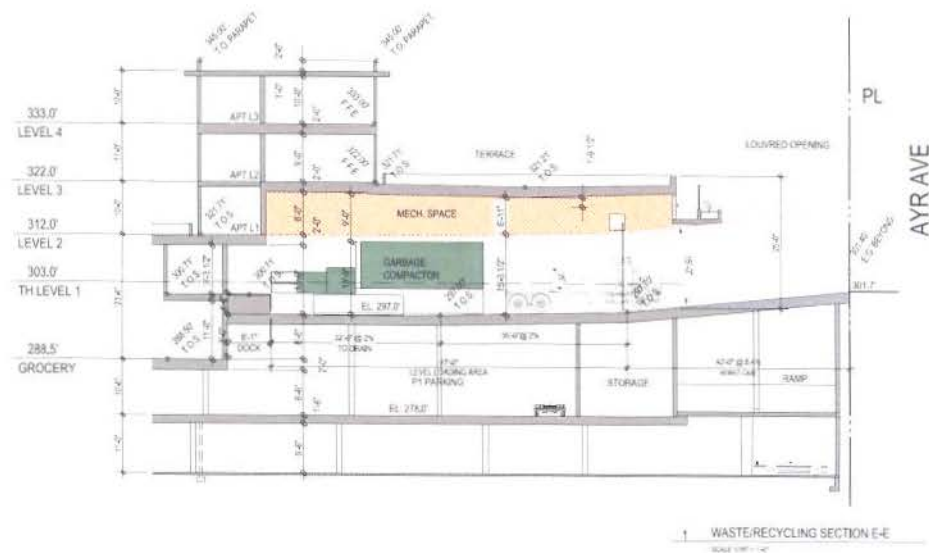
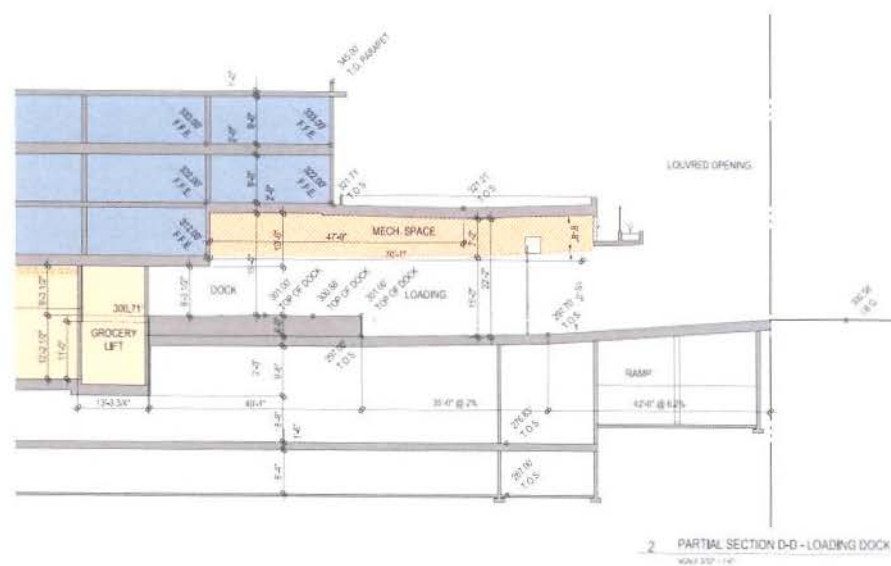
DRW. NO.

A5.1

D.P. NO.

R.H. NO.

ATTACHMENT 54.49



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ISSUED	DATE
1. REVISION / DPA	18 DEC 2014
2. REVISED REZONING / DPA	18 MAR 2015
3. DESIGN PANEL	09 FEB 2015
4. REVISED REZONING / DPA	22 MAR 2015
5. REVISED REZONING / DPA	28 MAR 2015

REVISION 2

ISSUED FOR  
REVISED  
REZONING / DPA  
18 AUG 2015

L. REVISED UNITS / TAIL AREA / 14 JAN 2015  
NO. REVISION / DATE

The drawings are an indication of what is proposed. They are not intended to be used for construction. All dimensions and materials shall be as shown on the drawings. All dimensions shall be in feet and inches. All dimensions shall be rounded to the nearest 1/8 inch. All dimensions shall be in feet and inches. All dimensions shall be rounded to the nearest 1/8 inch. All dimensions shall be in feet and inches. All dimensions shall be rounded to the nearest 1/8 inch.

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PROJECT  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

DRAWING TITLE  
SECTIONS

DATABASE: 1220-A3.0.dwg

SCALE: 3/32" = 1'-0"

PLOT DATE: 18 AUG 2015

DRAWN: DT

CHECKED:

PROJECT NO: 1220

DRAWING NO:

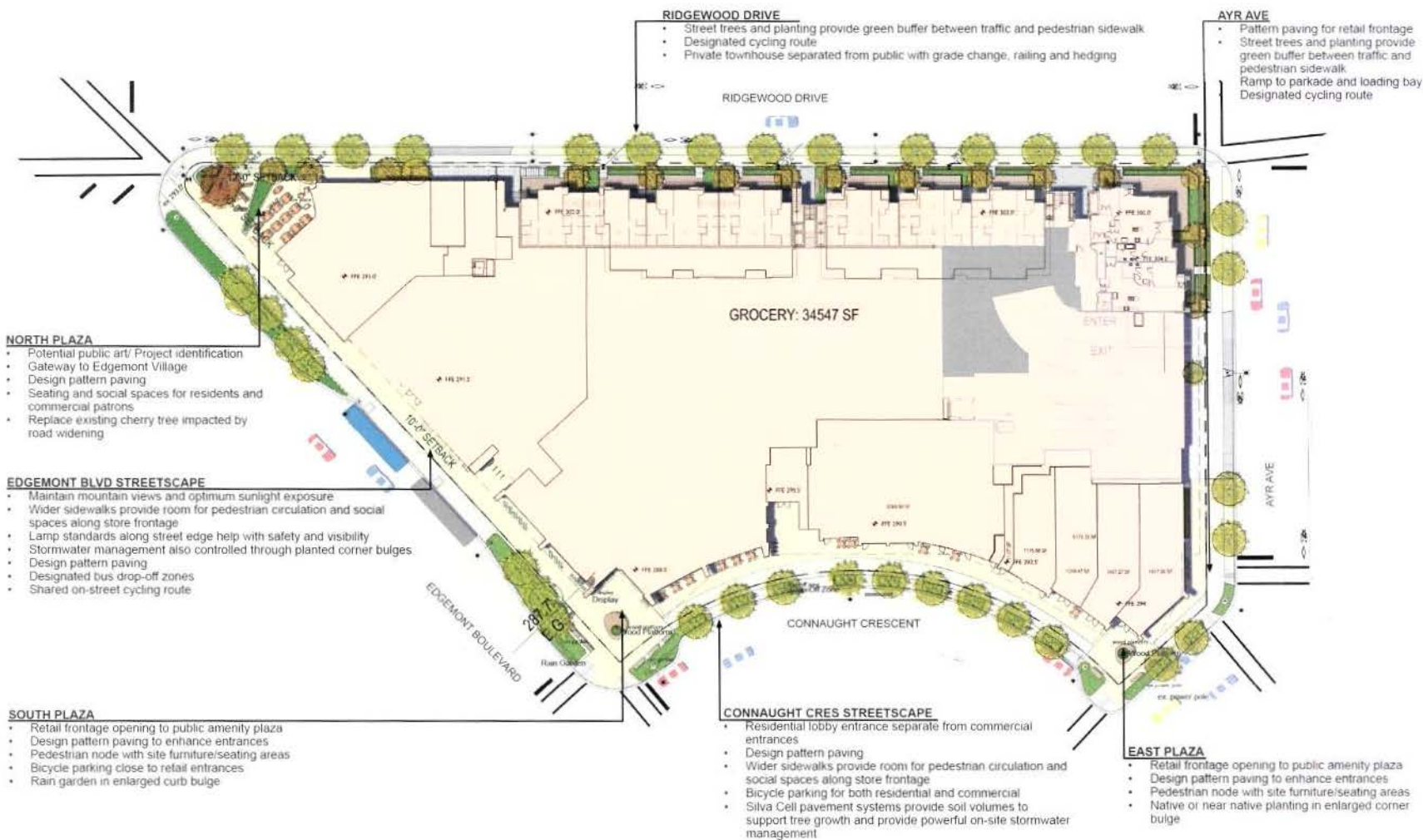
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EXPL. NO:

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ATTACHMENT SA.41R

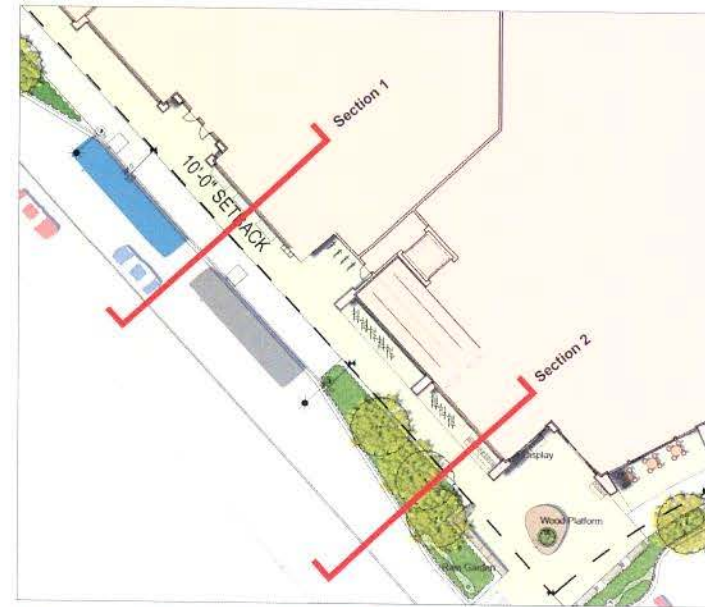
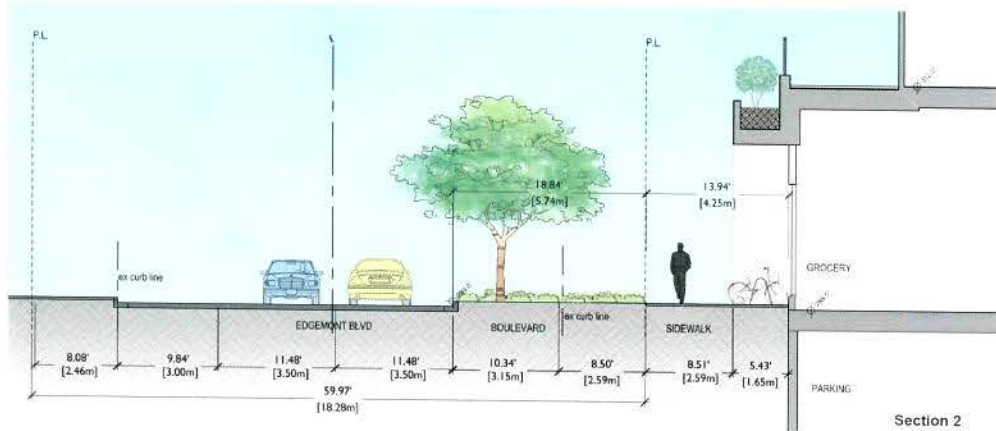
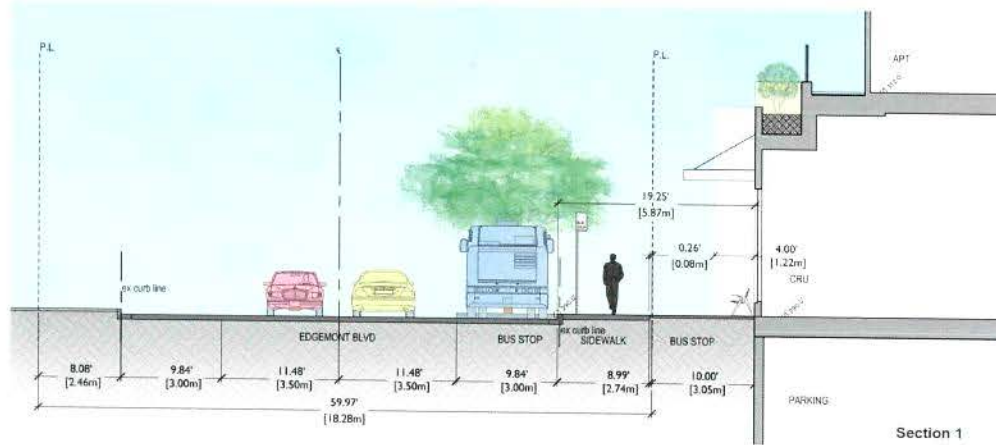








## Landscape Section - Edgemont Boulevard



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www.pfs.ca

REVISION: DATE:  
1. DP SUBMISSION DECEMBER 19, 2014  
2. ACP SUBMISSION FEBRUARY 02, 2015  
3. REVISED REZONING DPA APRIL 29, 2015  
4. REVISED REZONING DPA  
REVISION 2 AUGUST 18, 2015

NO. REVISION: DATE:

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100 West 1st Avenue, Suite 100, Vancouver, BC V6J 1E7

PROJECT:  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**EDGEMONT BOULEVARD**

DATABASE:

SCALE:

PLANTING:

DRAWN:

CHECKED:

PROJECT NO. 13043

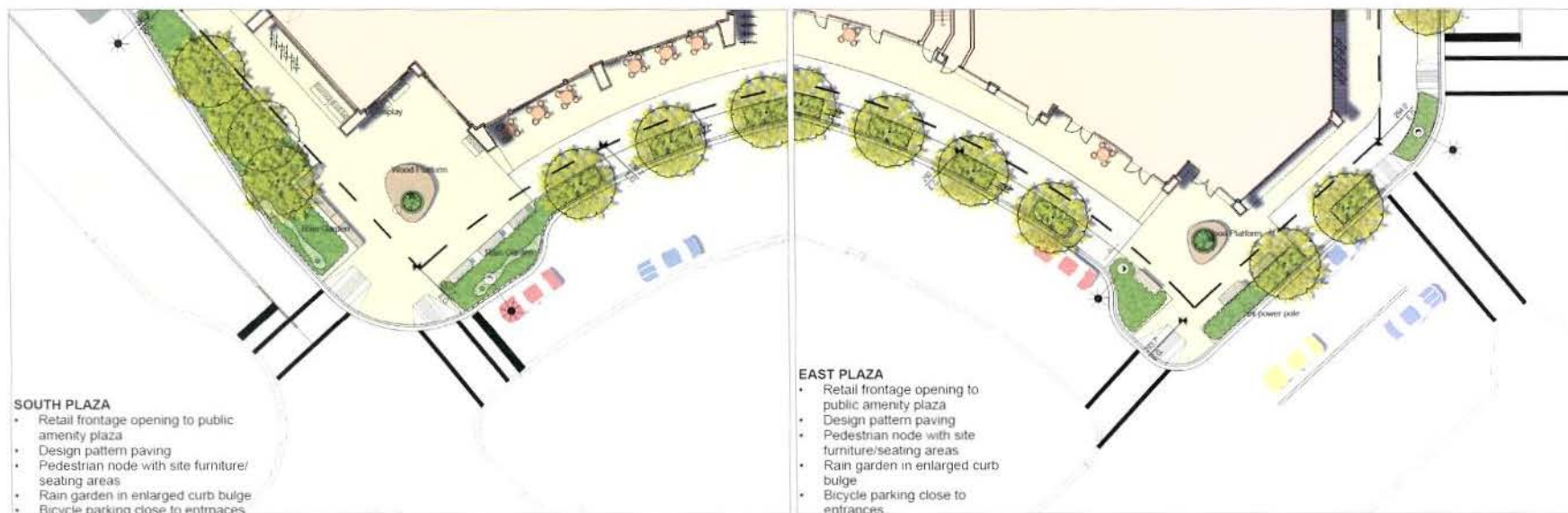
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D.P. NO. 100000

S.P. No.

ATTACHMENT 5.2.14.10





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REVISION	DATE
1. UP SUBMISSION	DECEMBER 09, 2014
2. AUP SUBMISSION	FEBRUARY 02, 2015
3. REVISED REZONING OPA	APRIL 20, 2015
4. REVISED REZONING OPA	AUGUST 18, 2015

NO. REVISION DATE

ARCHITECTURAL SEAL

CITY

GROSVENOR

PROJECT: **EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

(DRAWING TITLE)

SOUTH AND EAST PLAZA

DATABASE 1

SCALE

PLANTING 1

CHILDED 1

PROJECT NO.

13043

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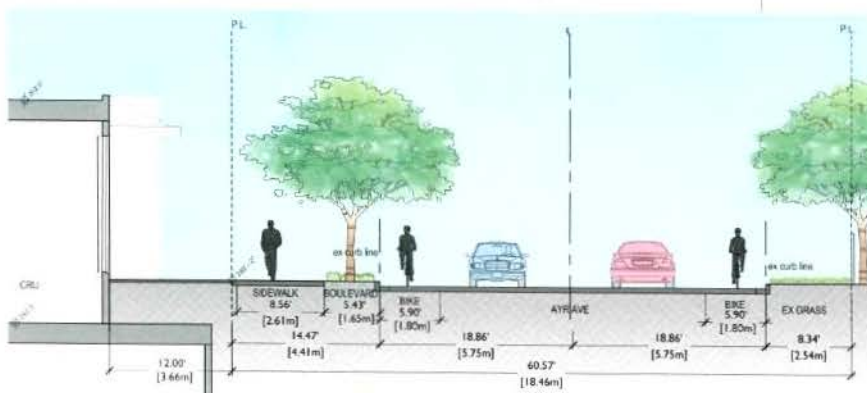
DATE

DATE

DATE

ATTACHMENT 54.4V

5.3









Architects

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Winnipeg, MB R2S 1A1  
VIA 311

1 800 669 6002  
1 800 665 1271

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**DATE:**

**REVISION:**

**PROJECT:**

**CLIENT:**

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**PROJECT:**



**ATTACHMENT 54.14Y**

**PROJECT:** EDGEMONT VILLAGE  
Client: City of North Vancouver

**DATE:** 13/04/2023

**SCALE:** 1:1000

**PROJECT NO.:** 13043

**DATE:** 13/04/2023

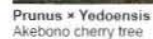
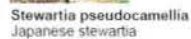
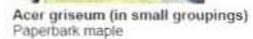
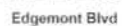
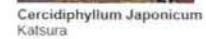
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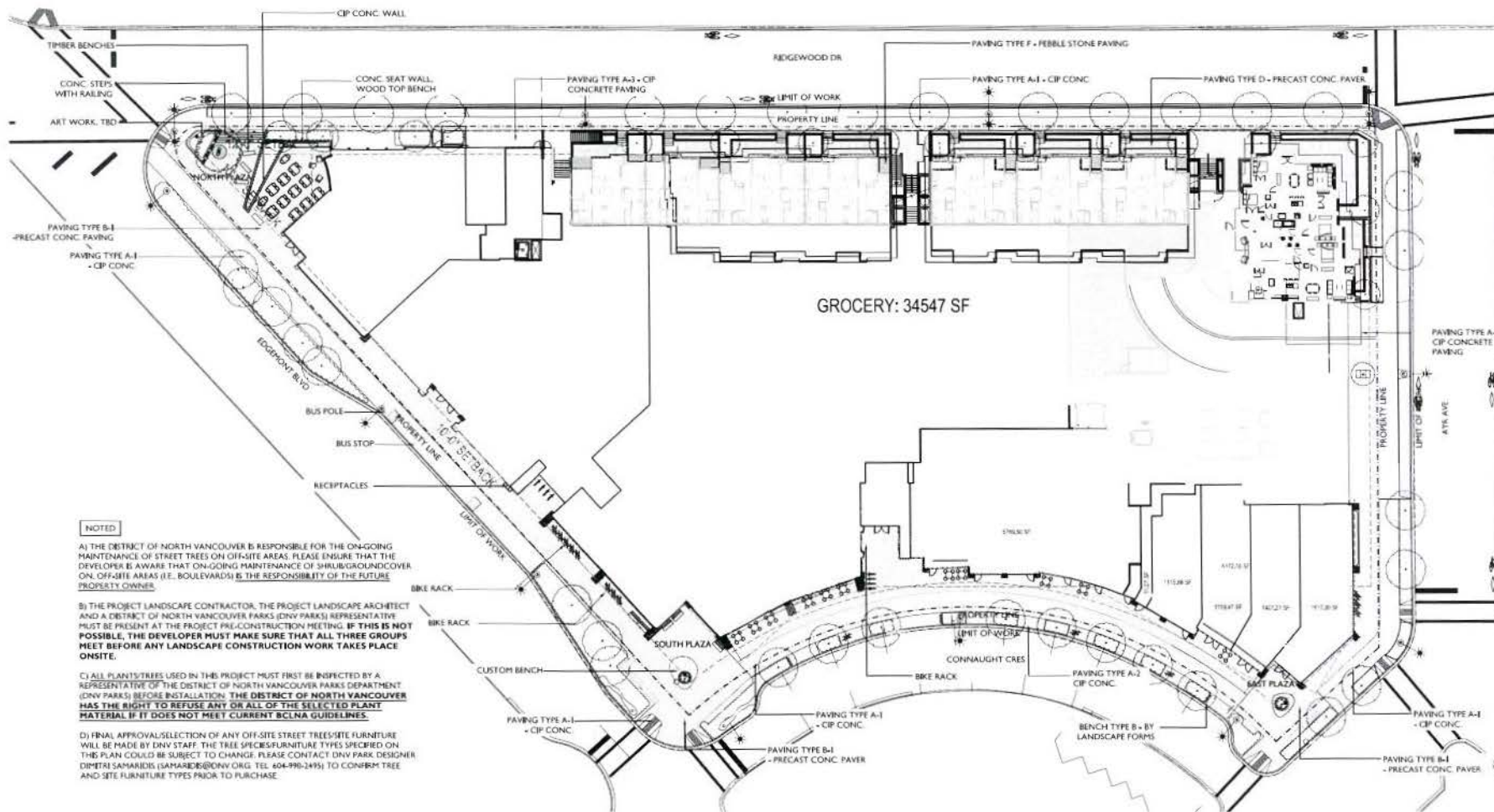
**TREE CELL PLAN TYPE AT COMMUNITY CENTER, SCALE 1/4" = 1'-0"**

**NOTE: MINIMUM REQUIRED SOIL VOLUME REQUIREMENTS**

SEPARATION SOIL VOLUME OPTIMUM  
 1.000 CUBIC YD. (1.000 CUM) FOR 1" DBH  
 2.000 CUBIC YD. (2.000 CUM) FOR 2" DBH  
 3.000 CUBIC YD. (3.000 CUM) FOR 3" DBH  
 4.000 CUBIC YD. (4.000 CUM) FOR 4" DBH  
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 90.000 CUBIC YD. (90.000 CUM) FOR 90" DBH  
 91.000 CUBIC YD. (91.000 CUM) FOR 91" DBH  
 92.000 CUBIC YD. (92.000 CUM) FOR 92" DBH  
 93.000 CUBIC YD. (93.000 CUM) FOR 93" DBH  
 94.000 CUBIC YD. (94.000 CUM) FOR 94" DBH  
 95.000 CUBIC YD. (95.000 CUM) FOR 95" DBH  
 96.000 CUBIC YD. (96.000 CUM) FOR 96" DBH  
 97.000 CUBIC YD. (97.000 CUM) FOR 97" DBH  
 98.000 CUBIC YD. (98.000 CUM) FOR 98" DBH  
 99.000 CUBIC YD. (99.000 CUM) FOR 99" DBH  
 100.000 CUBIC YD. (100.000 CUM) FOR 100" DBH  
 101.000 CUBIC YD. (101.000 CUM) FOR 101" DBH  
 102.000 CUBIC YD. (102.000 CUM) FOR 102" DBH  
 103.000 CUBIC YD. (103.000 CUM) FOR 103" DBH  
 104.000 CUBIC YD. (104.000 CUM) FOR 104" DBH  
 105.000 CUBIC YD. (105.000 CUM) FOR 105" DBH  
 106.000 CUBIC YD. (106.000 CUM) FOR 106" DBH  
 107.000 CUBIC YD. (107.000 CUM) FOR 107" DBH  
 108.000 CUBIC YD. (108.000 CUM) FOR 108" DBH  
 109.000 CUBIC YD. (109.000 CUM) FOR 109" DBH  
 110.000 CUBIC YD. (110.000 CUM) FOR 110" DBH  
 111.000 CUBIC YD. (111.000 CUM) FOR 111" DBH  
 112.000 CUBIC YD. (112.000 CUM) FOR 112" DBH  
 113.000 CUBIC YD. (113.000 CUM) FOR 113" DBH  
 114.000 CUBIC YD. (114.000 CUM) FOR 114" DBH  
 115.000 CUBIC YD. (115.000 CUM) FOR 115" DBH  
 116.000 CUBIC YD. (116.000 CUM) FOR 116" DBH  
 117.000 CUBIC YD. (117.000 CUM) FOR 117"



Edgemont Blvd - 12-30' (3.6-9.14m)  
Ridgewood Drive - typ 30' (9.14m)  
Connaught Cres - typ 22' (6.70m)  
Ayr Ave - typ 25' (7.62 m)



#### LEGEND

— — — — — PROPERTY LINE — — — — — LIMIT OF WORK

#### MATERIALS LEGEND

	PAVING TYPE A-I - CIP CONC. PAVING, FINISH: SAND BLASTED, COLOUR: LIGHT		PAVING TYPE A-3 - CIP PAVING, FINISH: SANDBLASTED, SAWCUT LINES, COLOUR: LIGHT
	PAVING TYPE A-2 - CIP CONC. PAVING, FINISH: EXPOSED AGGREGATE, COLOUR: DARK GRAY		PAVING TYPE D - PRECAST CONC. PAVES, 31" STANDARD, SIZE: 8'-0"X2'-0"X8", PATTERN: RUNNING BOND, COLOUR: CHARCOAL, BY ABBOTSFORD
	PAVING TYPE B-I - PRECAST CONC. PAVES, STANDARD, SIZE: 8'-0"X2'-0"X8", PATTERN: RUNNING BOND, COLOUR: NATURAL, BY ABBOTSFORD		PAVING TYPE F - FIBRE STONE PAVING, COLOUR: BLACK
			PAVING TYPE G - IPE WOODDECK

#### SITE FURNITURE & WALLS LEGEND

	BENCH TYPE A "REST" W/ BACK AND END ARMS, SURFACE MOUNT, SIZE: 80"(L) X 26"(W) X 14"(D), MATERIAL: WOOD SLATS (DARK BROWN) / POWDER COATED METAL FRAMES (METALLIC SILVER) BY LANDSCAPE FORMS		BIKE RACK @ EDGEMONT GROCERY STORE: DERO CUSTOM "HOOPO" RACK" WITH CUT-OUTS, SURFACE MOUNT, MATERIAL: POWDER COATED METAL (RED TO MATCH EX CANDY CANE LIGHT POLE) BY HABITAT SYSTEMS
	BENCH TYPE B "CONNECT" W/ BACK, SURFACE MOUNT, SIZE: 44.75"(L) X 6.5"(D), MATERIAL: WOOD SLATS (DARK BROWN) / POWDER COATED METAL FRAMES (METALLIC SILVER) BY LANDSCAPE FORMS		BIKE RACK "SIDE", SURFACE MOUNT, MATERIAL: CAST ALUMINUM / POWDER COATED METAL (METALLIC SILVER TO MATCH BENCH FRAME) BY LANDSCAPE FORMS
	CONC. SEATING STEPS, WOOD TOP BENCH		RECEPTABLES "3DC-36" SURFACE MOUNT, MATERIAL: POWDER COATED (METALLIC SILVER TO MATCH BENCH FRAME) BY VICTOR STANLEY
	CONC. STEPS WITH STAINLESS STEEL RAILING		

#### GENERAL NOTES

- LAYOUT AND MATERIALS DRAWINGS ARE TO BE READ IN CONJUNCTION WITH LANDSCAPE SPECIFICATIONS FOR COMPLIANCE.
- LANDSCAPE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL AND ENGINEERING DRAWINGS. REPORT ANY DISCREPANCIES TO THE CONSULTANT FOR REVIEW AND RESPONSE.
- UTILITY AND LIGHTING ARE INDICATED FOR REFERENCE ONLY. REFER TO ENG. DRAWINGS FOR LOCATIONS, DETAILS, AND SPECIFICATIONS.
- REFERENCE CIVIL ENGINEERS DRAWINGS FOR LAYOUT OF ROAD CURBS AND GUTTERS AND PEDESTRIAN LIFT-UPS.
- REFER TO ENGINEERING DRAWINGS FOR DETAILS, SUBGRADE, AND REINFORCING OF ALL PAVED SURFACES IN ROADWAYS.
- ALL STREETScape DESIGN IS TO BE COORDINATED WITH DISTRICT OF NORTH VANCOUVER STREET ENGINEERING DEPARTMENT AND PLANTED UNDER SUPERVISION OF DNV PARK.
- REFER TO DETAILS AND SECTIONS FOR ALL LANDSCAPE IMPROVEMENTS.
- ALL DIMENSIONS ARE NOMINAL.
- VERIFY ALL MEASUREMENTS ON SITE.



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BOARD:	DATE:
1. CIP SUBMITTAL	DECEMBER 19, 2014
2. ADJUP SUBMITTAL	FEBRUARY 10, 2015
3. REVISED REZONING DPA	JUNE 25, 2015
4. REVISED REZONING DPA	AUGUST 28, 2015

NO. REVISION: DATE:

ARCHITECTURAL SEAL

CLIENT:

GROSVENOR  
400 West 10th Avenue, Suite 200

PROJECT:  
**EDGE MONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**GROUND LEVEL MATERIALS PLAN**

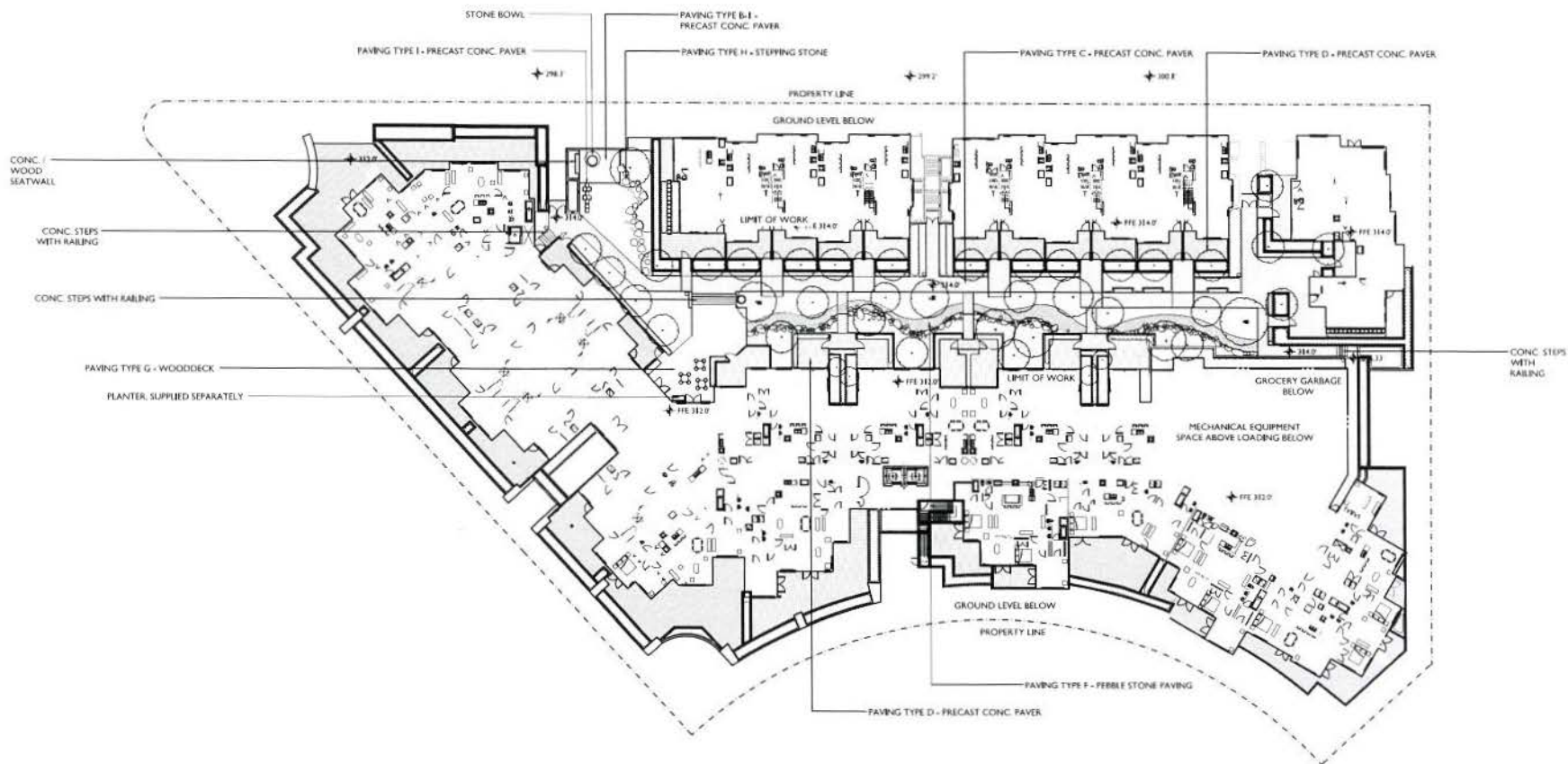
DRAWING SCALE:  
SCALE: 1"=20'  
SURFACE: LL, SM  
CHECKED: -

PROJECT NO.: 13043

DWG. NO.: **L2.1**  
CIP No. 1  
RPA No. 1

ATTACHMENT  
S4-WAP





#### LEGEND

— — — — — PROPERTY LINE — — — — — LIMIT OF WORK

#### MATERIALS LEGEND

	PAVING TYPE B-I - PRECAST CONC. PAVER, STANDARD, SIZE: 8'-0"X4'-0"X3'-0", PATTERN: RUNNING BOND, COLOUR: NATURAL, BY ABBOTSFORD		PAVING TYPE F - PEBBLE STONE PAVING, COLOUR: BLACK
	PAVING TYPE C - PRECAST CONC. PAVER, DOUBLE STANDARD, SIZE: 8'-0"X4'-0"X3'-0", PATTERN: STACKED, COLOUR: NATURAL, BY ABBOTSFORD		PAVING TYPE G - WOODDECK
	PAVING TYPE D - PRECAST CONC. PAVER, 3:1 STANDARD, SIZE: 8'-0"X4'-0"X3'-0", PATTERN: RUNNING BOND, COLOUR: CHARCOAL, BY ABBOTSFORD		PAVING TYPE H - STEPPING STONE BASALT STEPPING STONE, SIZE: 12"-24" WIDE, 3" THICKNESS, COLOUR: NATURAL, BY NORTHWEST LANDSCAPE & STONE SUPPLY
			PAVING TYPE I - PRECAST CONC. PAVER, HYDRA-IMPRESSED SLAB, SIZE: 8'-0"X4'-0"X3'-0", COLOUR: CHARCOAL, BY ABBOTSFORD

#### SITE FURNITURE & OTHERS LEGEND

	BENCH TYPE A "REST" W/ BACK AND END ARMS, SURFACE MOUNT, SIZE: 80"(L) X 26"(H) D, MATERIAL: WOOD SLATS (DARK BROWN) / POWDERCOATED METAL FRAMES (METALLIC SILVER) BY LANDSCAPE FORMS
	CONC. / WOOD SEATWALL
	LANDSCAPE BOULDERS
	STONE BOWL
	PLANTER, SUPPLIED SEPARATELY
	CONC. STEPS WITH STAINLESS STEEL RAILING

#### GENERAL NOTES

- LAYOUT AND MATERIALS DRAWINGS ARE TO BE READ IN CONJUNCTION WITH LANDSCAPE SPECIFICATIONS FOR COMPLIANCE.
- LANDSCAPE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL AND ENGINEERING DRAWINGS. REPORT ANY DISCREPANCIES TO THE CONSULTANT FOR REVIEW AND RESPONSE.
- UTILITY AND LIGHTING ARE INDICATED FOR REFERENCE ONLY. REFER TO ENG. DRAWINGS FOR LOCATIONS, DETAILS, AND SPECIFICATIONS.
- REFERENCE CIVIL ENGINEERS DRAWINGS FOR LAYOUT OF ROAD CURBS AND GUTTERS AND PEDESTRIAN LIFT-UPS.
- REFER TO ENGINEERING DRAWINGS FOR DETAILS, SUBGRADE, AND REINFORCING OF ALL PAVED SURFACES IN ROADWAYS.
- ALL STREETScape DESIGN B. TO BE COORDINATED WITH DISTRICT OF NORTH VANCOUVER STREET ENGINEERING DEPARTMENT AND PLANTED UNDER SUPERVISION OF DNV PARK.
- REFER TO DETAILS AND SECTIONS FOR ALL LANDSCAPE IMPROVEMENTS.
- ALL DIMENSIONS ARE NOMINAL.
- VERIFY ALL MEASUREMENTS ON SITE.



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REVISION: DATE:  
1. OP SUBMISSION DECEMBER 19, 2024  
2. ADD SUBMISSION FEBRUARY 12, 2025  
3. REVISED MEETING DPA JUNE 25, 2025  
4. REVISED MEETING DPA AUGUST 18, 2025

NO. REVISION: DATE:

ARCHITECTURAL SEAL:

CLIENT:

**GROSVENOR**  
100 West 3rd Avenue, Suite 10, Vancouver, BC

**PROJECT:**  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

**DRAWING TITLE:**  
**PODIUM LEVEL MATERIALS PLAN**

**DATABASE:** 1"=20'  
**SCALE:** 1"=20'  
**PLOT DATE:** LL 5M  
**DRAWN:** LL 5M  
**CHECKED:** LL 5M

**PROJECT NO.:** 13043

**DWG. NO.:** L2.2

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025

**DATE:** 08/08/2025









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ISSUE#	DATE
1. CP SUBMISSION	DECEMBER 18, 2014
2. ALP SUBMISSION	FEBRUARY 02, 2015
3. REVISED REZONING DPA	JUNE 23, 2015
4. REVISED REZONING DPA REVISION 2	AUGUST 18, 2015

NO. SYSTEM	DATE:
------------	-------

ARCHITECTURAL SCALE:

GROSVENOR

**PROJECT**  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
PODIUM LEVEL  
PLANTING PLAN

DATABASE : -  
SCALE : 1"=20'  
PLOTDATE : -  
DRAWN : LLSM  
CHECKED : -

PROJECT NO. 13043

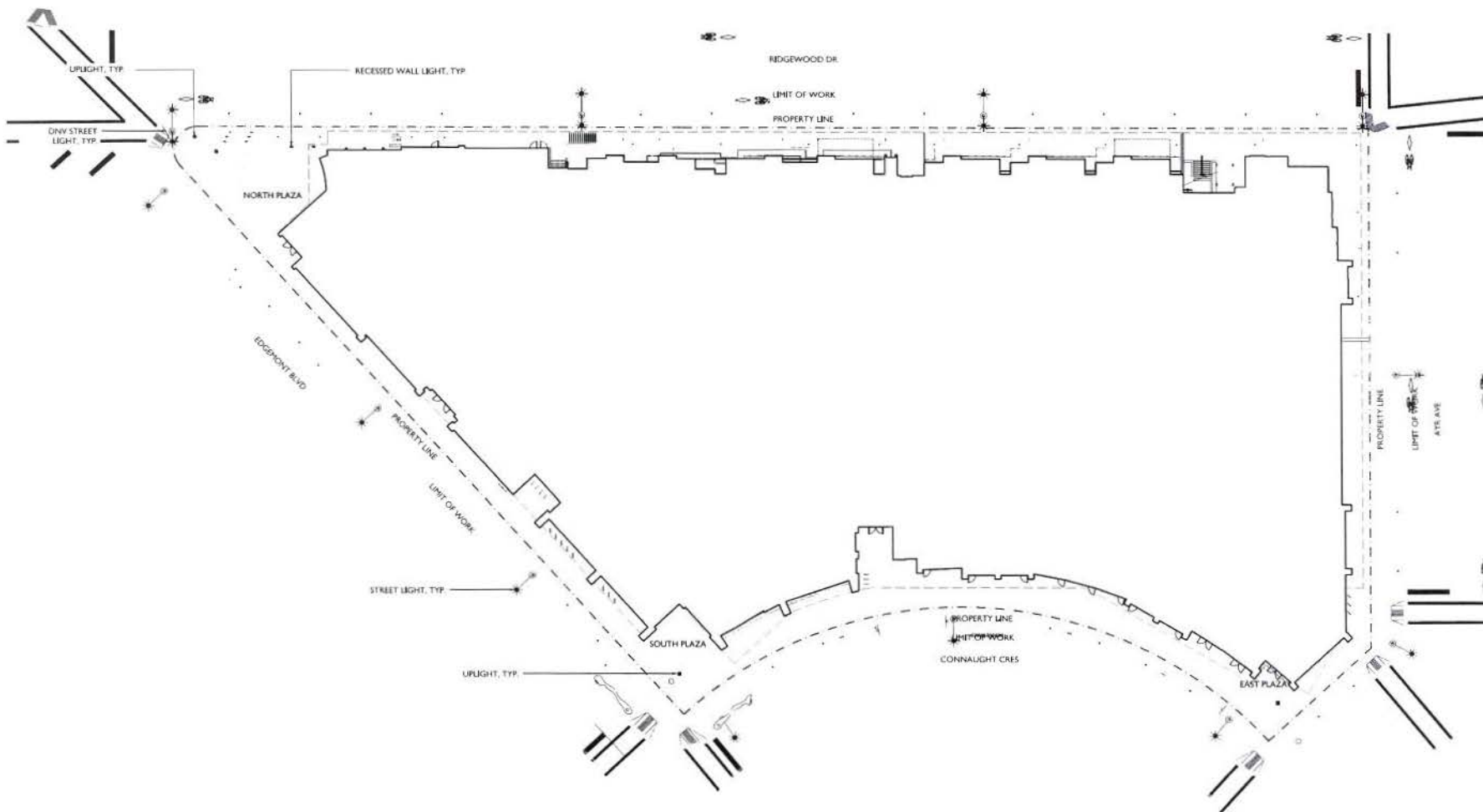

 DWSL NO.  
**L5.2**  
 G.P. No 1  
 R.P. No 1  
 000008

33



345





#### LEGEND

— — — — — PROPERTY LINE — — — — — LIMIT OF WORK

#### LIGHTING LEGEND

- STREET LIGHT (Edgemont Village Standard, Red "Candy Cane")
- STREET LIGHT (DNV Standard, Nova light pole, Luma light head)
- UP LIGHT
- RECESSED WALL LIGHT

#### LIGHTING NOTES

1. THIS PLAN IS FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR MORE DETAILS.
2. STREET LIGHT TO BE DNV STANDARD UNLESS OTHERWISE SPECIFIED



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REVISIONS (DATE)

1. 1P SUBMISSION	DECEMBER 18, 2014
2. ALDP SUBMISSION	FEBRUARY 02, 2015
3. REVISED REZONING CPA	JUNE 25, 2015
4. REVISED REZONING CPA	AUGUST 18, 2015

NO. REVISION: DATE:

ARCHITECTURAL SEAL

CLIENT:

**GROSVENOR**  
100 West 4th Avenue, Suite 100

PROJECT:  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**GROUND LEVEL  
LIGHTING PLAN**

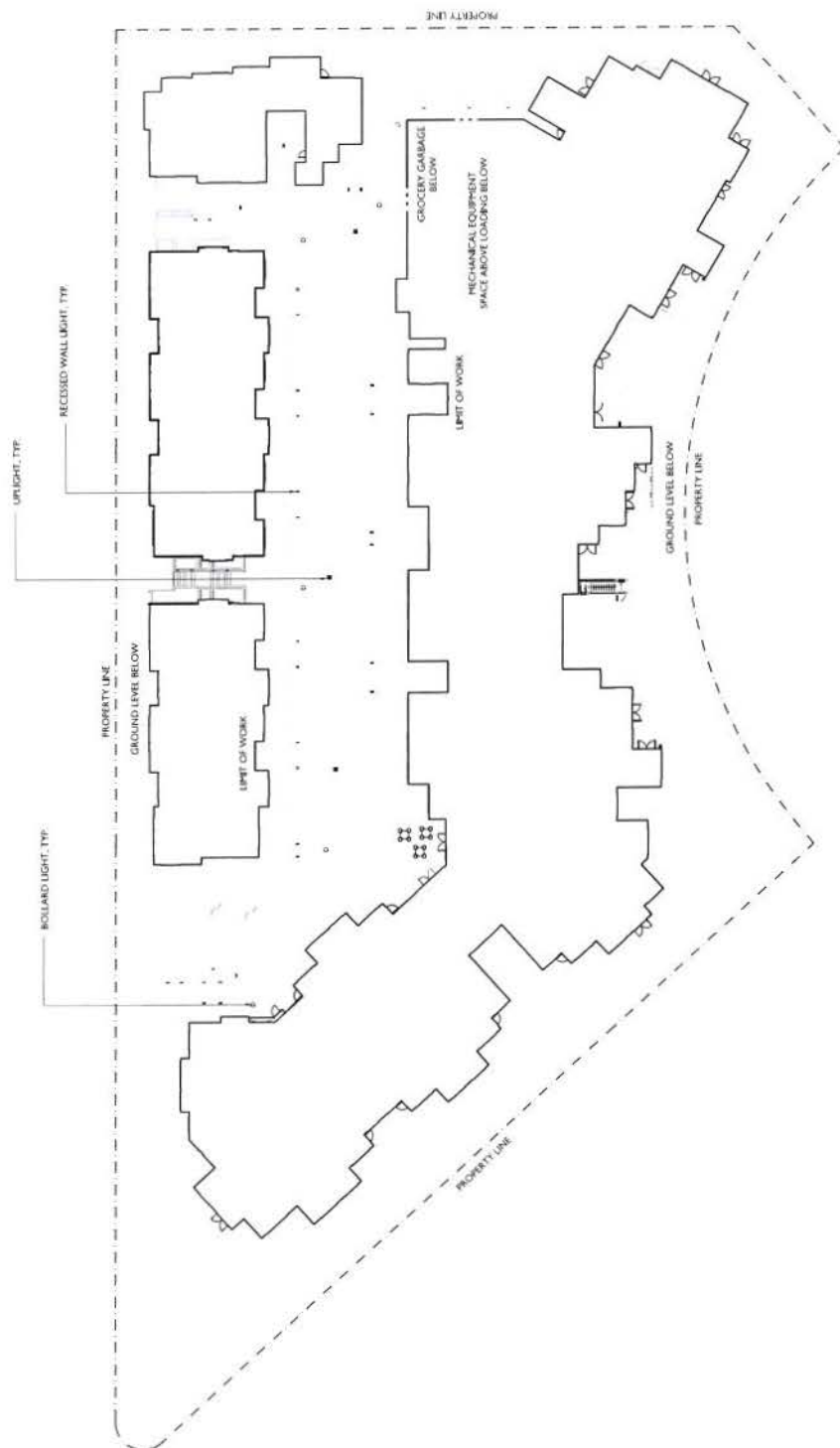
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SCALE: 1"=20'  
PLOTTER: -  
DRAWN: LL SM  
CHECKED: -

PROJECT NO.: **13043**

DRAWING NO.: **L7.1**  
SHEET NO.: 54/1466  
DATE: 10/14/15

ATTACHMENT 54/1466





LEGEND

#### LIGHTING LEGEND

#### HIGHLIGHTING NOTES

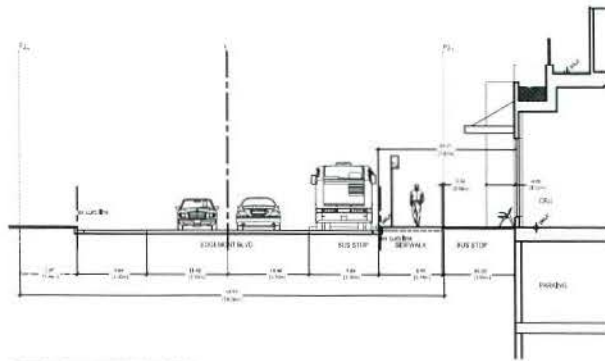
**— : —** PROPERTY LINE      **— — — — —** LIMIT OF WORK

■ UPLIGHT ■ RECESSED WALL LIGHT

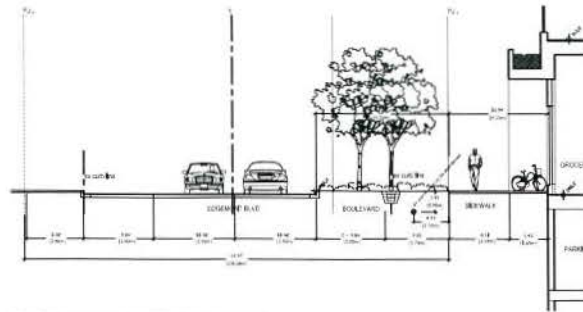
D. HOLLARD LIGHT

11. THIS PLAN IS FOR REFERENCE ONLY. SEE  
12. STREET LIGHT TO BE DMV STANDARD

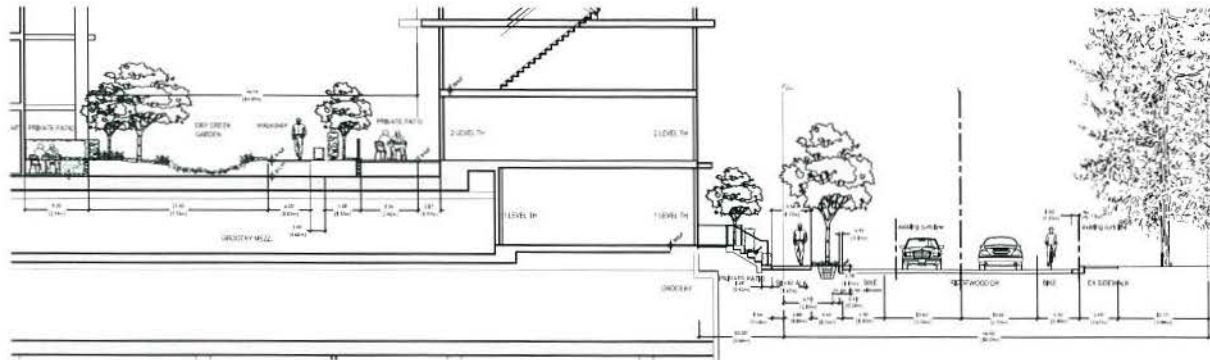
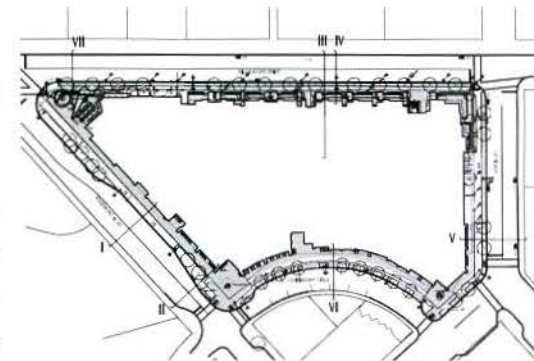
ELECTRICAL DRAWINGS FOR MORE DETAILS



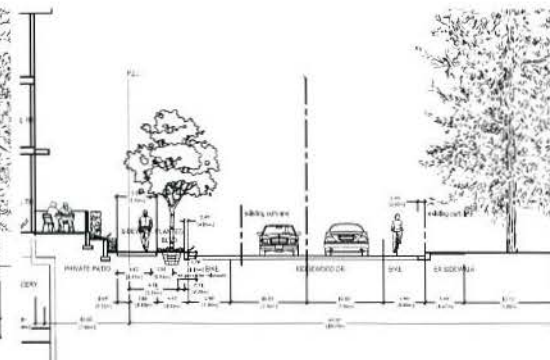
SECTION I - EDMONT AT BUS STOP



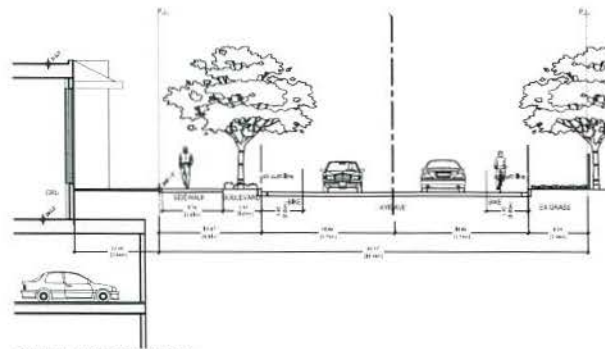
SECTION II - EDMONT BLVD SIDEWALK INTERFACE



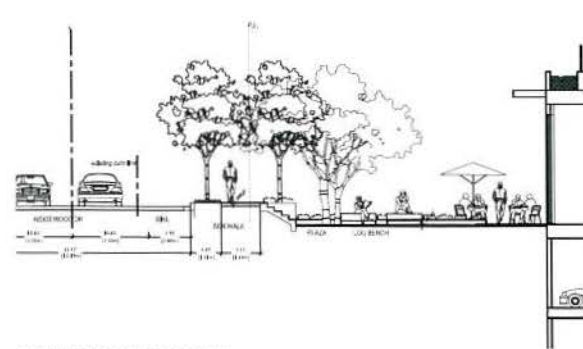
SECTION III - PODIUM COURTYARD & RIDGEWOOD DR AT TOWNHOUSE STAIRS



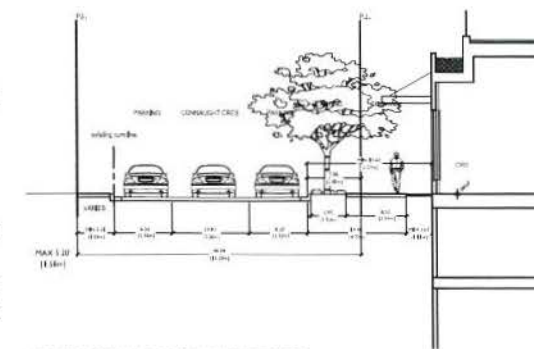
SECTION IV - RIDGEWOOD DR AT TOWNHOUSE



SECTION V - AYR AVE STREETSCAPE



SECTION VII - EDMONT VILLAGE PLAZA



SECTION VI - CONNAUGHT CRES SIDEWALK INTERFACE



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REVISION	DATE
1. OF SUBMISSION	DECEMBER 22, 2024
2. ALP SUBMISSION	FEBRUARY 02, 2025
3. REVISED RECORDING DPA	JUNE 20, 2025
4. REVISED RECORDING DPA	AUGUST 18, 2025
REVISION 2	

NO. REVISION: DATE:

ARCHITECTURAL SEAL:

CLIENT:  
GROSVENOR

PROJECT:  
EDGEMONT VILLAGE  
District of North Vancouver, B.C.

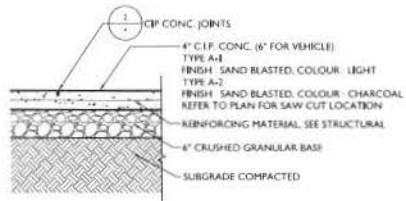
DRAWING TITLE:  
LANDSCAPE  
SITE SECTIONS

DATABASE: -  
SCALE: 1/8"=1'  
PLOTDATE: -  
DRAWN: LL, SM  
CHECKED: -

PROJECT NO. 13043

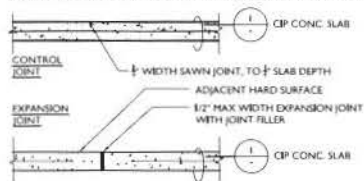
DRAW. NO. L8.0  
C.P. No. 1  
R.P. No. 1

ATTACHMENT 5444C

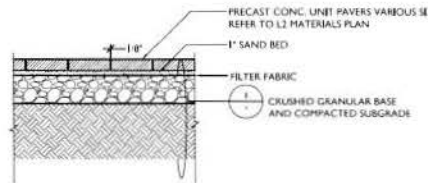


1 CIP CONC. ON GRADE TYP.  
SCALE: 1"=1'

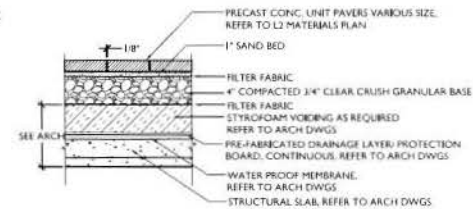
NOTE:  
- CONSTRUCT ALL CONTROL JOINTS AT CONSISTENT WIDTH  
- CUT JOINTS BEFORE RANDOM CRACKING OCCURS  
- CONFIRM ALL CONSTRUCTION JOINTS & SAW CUTS WITH PFS PRIOR TO COMMENCING RELATED WORK. SPACE AT 10' MAX. REFER TO LAYOUT PLAN



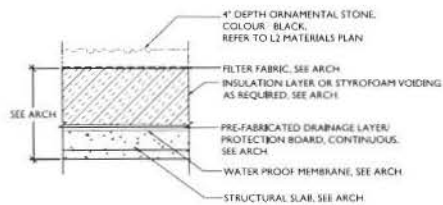
2 CIP CONCRETE JOINTS TYP.  
SCALE: 1"=1'



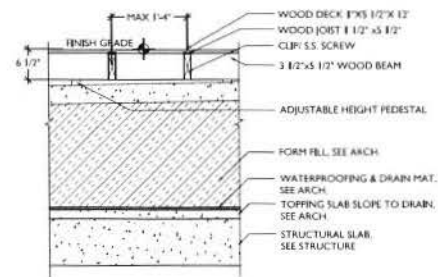
3 PRECAST CONC. PAVING ON GRADE TYP.  
SCALE: 1"=1'



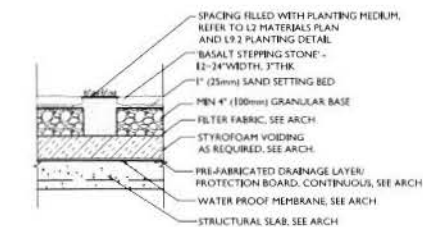
4 PRECAST CONC. PAVING ON SLAB TYP.  
SCALE: 1"=1'



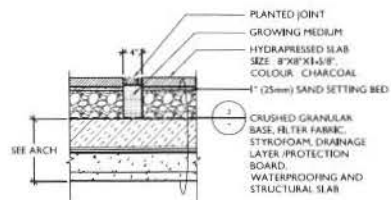
5 PEBBLE STONE ON SLAB TYP.  
SCALE: 1"=1'



6 WOOD DECK ON SLAB TYP.  
SCALE: 1"=1'



7 STEPPING STONE ON SLAB TYP.  
SCALE: 1"=1'



8 PRECAST CONC. SLAB - 'HYDRAPRESSED SLAB' TYP.  
SCALE: 1"=1'



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REVISION	DATE
1. CIP CONCRETE JOINTS	DECEMBER 19, 2018
2. ADJUST SUBMITTALS	FEBRUARY 08, 2019
3. REVISED REVISIONING DATA	JUNE 25, 2019
4. REVISED REVISIONING DATA	AUGUST 08, 2019

NO. REVISION: DATE:

ARCHITECTURAL SEAL:

CLIENT:

GROSVENOR  
500 West 4th Avenue, Suite 1000

PROJECT:

EDGEMONT VILLAGE

District of North Vancouver, B.C.

DRAWING TITLE:

LANDSCAPE DETAILS

PAVING

DATE:

SCALE: AS NOTED

PLOTTED BY: LL SM

DRAWN BY: LL SM

CHECKED BY: LL SM

PROJECT NO:

13043

DWG. NO:

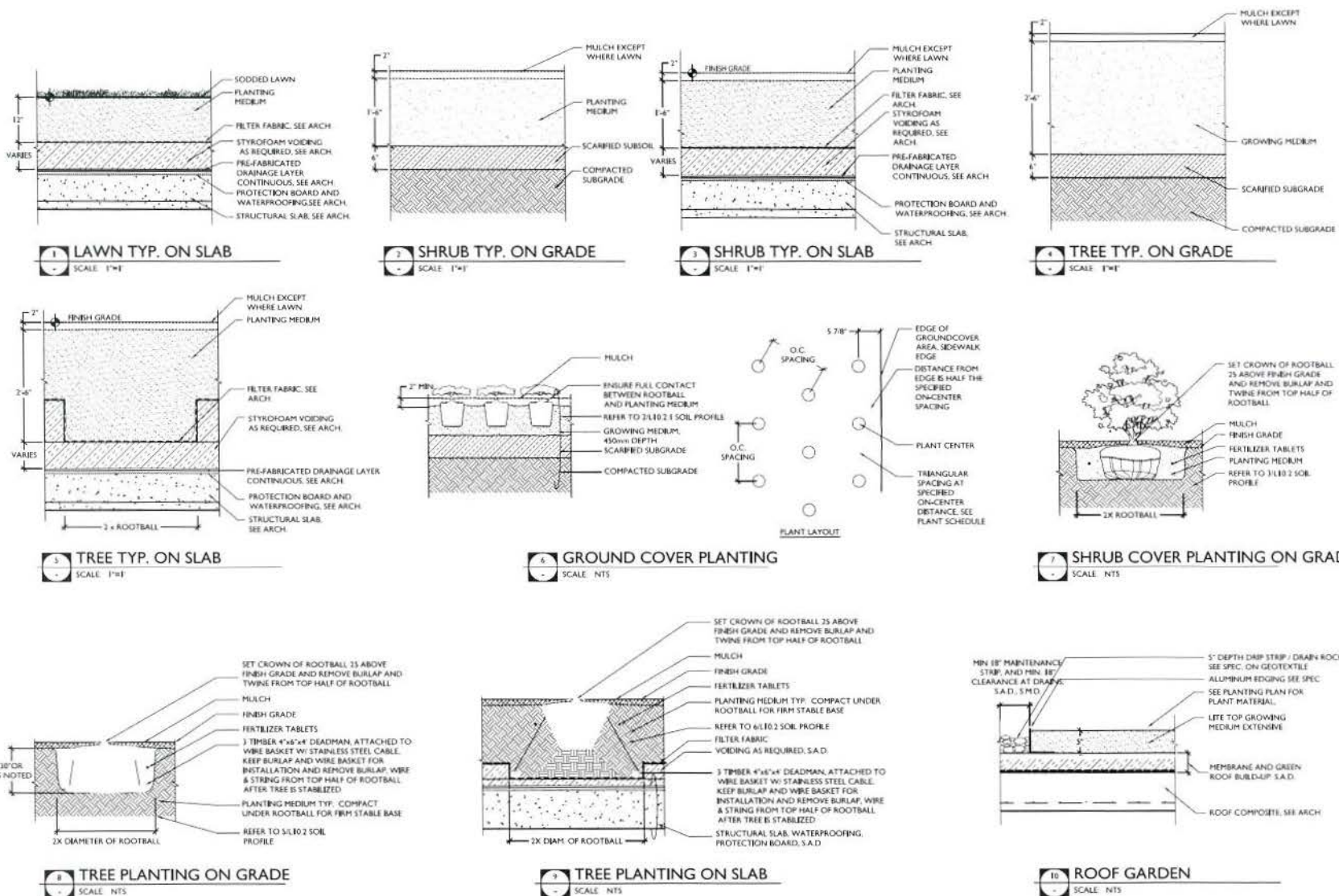
L9.1

SHEET NO:

000000

ATTACHMENT 54.14.55





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DESIGNED: DATE:  
1. SP. SUBMISSION: DECEMBER 19, 2014  
2. ADJP. SUBMISSION: FEBRUARY 02, 2015  
3. REVISED REZONING CPA: JUNE 25, 2015  
4. REVISED REZONING CPA: AUGUST 04, 2015  
REVISION: 2

NO. REVISION: DATE:

ARCHITECTURAL SEAL:

CLIENT:  
**GROSVENOR**  
100 West Georgia Street, Suite 10, 10th Floor

PROJECT:  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**LANDSCAPE DETAILS  
PLANTING A**

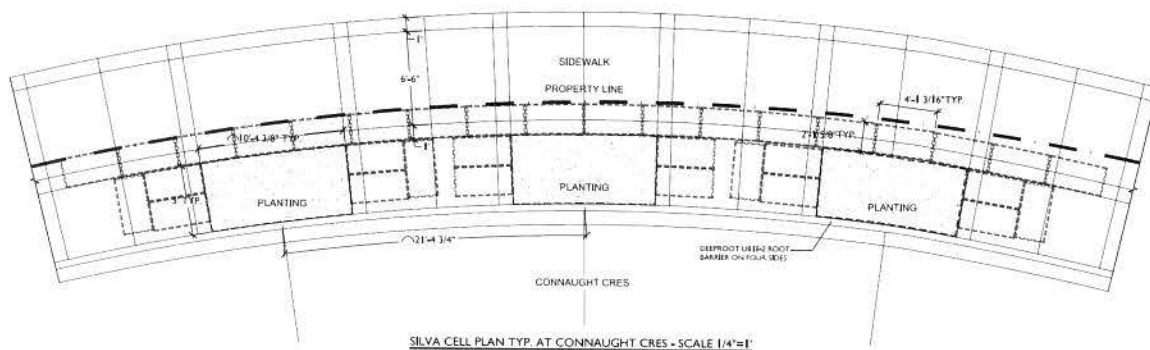
DATABASE: +  
SCALE: AS NOTED  
PLOTTED: +  
DRAWN: LL, SM  
CHECKED: +

PROJECT NO.  
**13043**

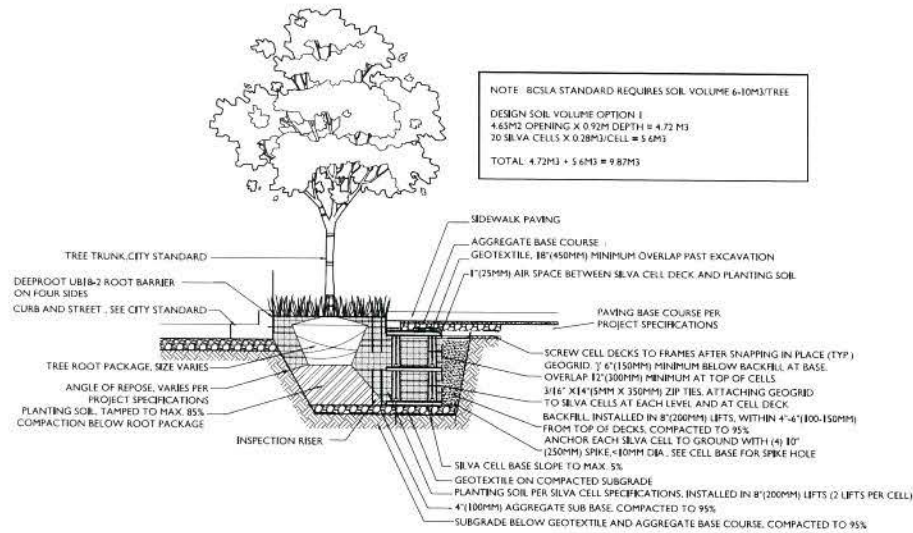
DRAWING NO.  
**L9.2**

SUP. NO. 1  
REV. NO. 1

ATTACHMENT 54.14 PK



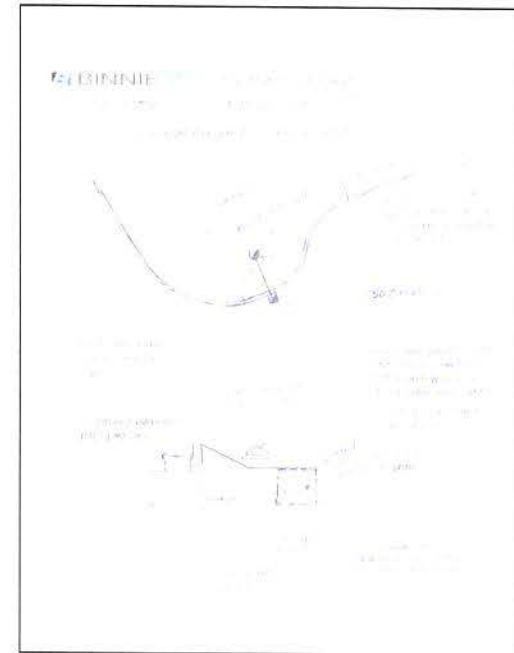
SILVA CELL PLAN TYP. AT CONNAUGHT CRES. - SCALE 1/4"=1'



NOTE: BC S&S STANDARD REQUIRES SOIL VOLUME 6-10M<sup>3</sup>/TREE  
 DESIGN SOIL VOLUME OPTION 1  
 4.63M<sup>2</sup> OPENING X 0.92M DEPTH = 4.72 M<sup>3</sup>  
 70 SILVA CELLS X 0.28M<sup>3</sup>/CELL = 5.6M<sup>3</sup>  
 TOTAL: 4.72M<sup>3</sup> + 5.6M<sup>3</sup> = 9.87M<sup>3</sup>

SILVA CELL SECTION TYP. - SCALE 1/2"=1'

1 SILVA CELL TYP.  
 SCALE VARIES



RAIN GARDEN CURB DETAIL

2 RAIN GARDEN (TYP.)  
 SCALE VARIES



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 Vancouver, BC Canada  
 V6A 1G1

1 604.669.6002  
 1 604.669.1091

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 Vancouver BC V6J 1K7  
 604.756.1168  
 pfs@pfs.bc.ca  
 www.pfs.bc.ca

ISSUED: DATE:  
 1. DP SUBMISSION DECEMBER 15, 2014  
 2. ADP SUBMISSION FEBRUARY 02, 2015  
 3. REVISED REZONING OPA JUNE 25, 2015  
 4. REVISED REZONING OPA AUGUST 18, 2015

NO. REVIEWING: DATE:

ARCHITECTURAL SEAL:

CURT:



PROJECT:  
**EDGEMONT VILLAGE**  
 District of North Vancouver, B.C.

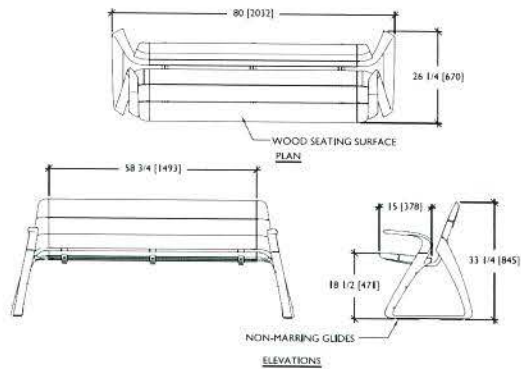
DRAWING TITLE:  
**LANDSCAPE DETAILS  
 PLANTING B**

DATE: -  
 SCALE: 1"=20'  
 PLOTTED: -  
 DRAWN: LL SM  
 CHECKED: -

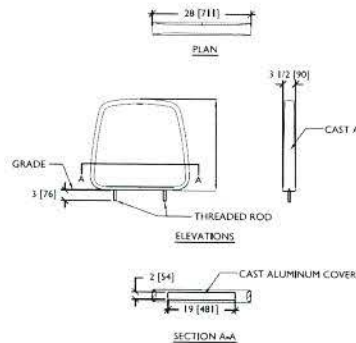
PROJECT NO. 13043

DWG. NO. **L9.3**  
 C.P. No. 1  
 A.P. No. 1

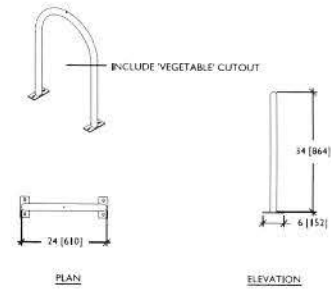
ATTACHMENT SA.14



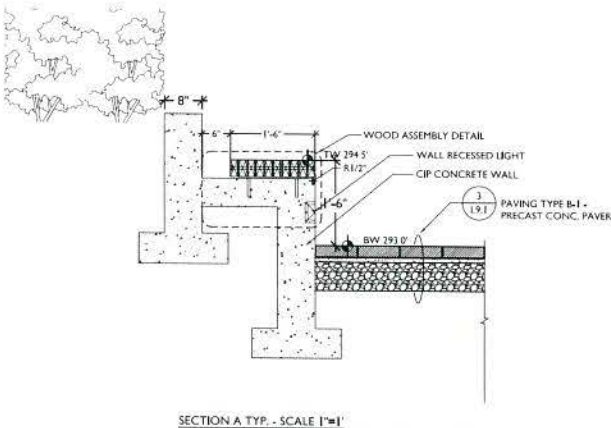
1 BENCH TYPE A  
SCALE: 3/4"=1'



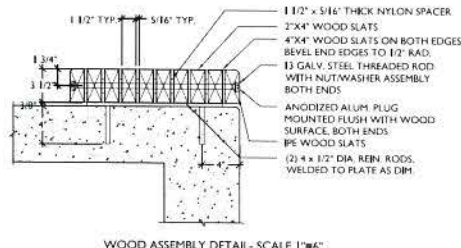
2 BIKE RACK 'RIDE'  
SCALE: 3/4"=1'



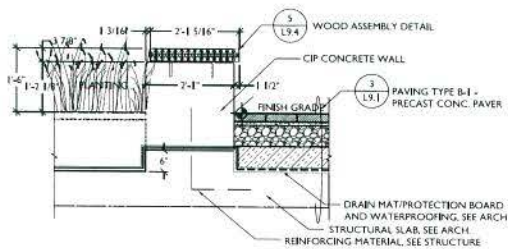
3 BIKE RACK 'HOOP'  
SCALE: 3/4"=1'



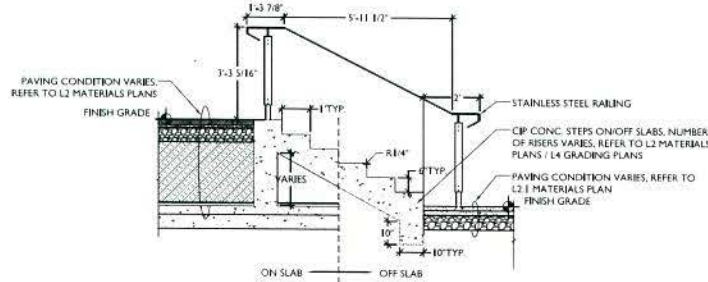
4 CONC. SEATING STEPS, WOOD TOP BENCH  
SCALE: VARIES



WOOD ASSEMBLY DETAIL - SCALE: 1"=6"



5 CONC. / WOOD SEATWALL  
SCALE: 3/4"=1'



6 CONC. STEPS ON/OFF SLAB WITH STAINLESS STEEL RAILING TYP.  
SCALE: 1/2"=1'



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DESIGN: DATE:  
1. OF SUBMISSION: DECEMBER 19, 2014  
2. ACP SUBMISSION: FEBRUARY 02, 2015  
3. REVEAL RECONSTRUCTION: JUNE 25, 2015  
4. REVEAL RECONSTRUCTION: AUGUST 18, 2015

NO. REVISION: DATE:

ARCHITECTURAL SEAL:

CURTAIN:

GROSVENOR  
100 West 10th Avenue, Suite 100, Vancouver, BC V6E 1A1

PROJECT:  
**EDGEMONT VILLAGE**  
District of North Vancouver, B.C.

DRAWING TITLE:  
**LANDSCAPE DETAILS  
FURNITURE/WALLS/STEPS**

DATABASE: -  
SCALE: 1"=20'  
PLOT DATE: -  
DRAWN: LL, SM  
CHECKED: -  
PROJECT NO. 13043

DWG. NO. **L9.4**

SUP. No: 000000  
S.P. No: 000000

ATTACHMENT



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**SUBJECT: Request for Noise Bylaw Variance**  
**Fibre Cable Installation Dollarton Hwy**  
November 24, 2015



## **The District of North Vancouver**

### **REPORT TO COUNCIL**

November 24, 2015  
File: 16.8620.01/016.000

**AUTHOR:** Daniel Cifarelli - Construction Traffic Management

**SUBJECT:** Request for Variance to Noise Regulation Bylaw 7188

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#### **RECOMMENDATION:**

That Council relax the provision of Noise Regulation Bylaw 7188, which regulates construction noise during the night, for Horizon working on behalf of TELUS to install fibre optic cable from 3198 Dollarton Highway to 200 metres west of Raven Woods Drive for one night of construction during the week of December 8<sup>th</sup> - 11<sup>th</sup>, 2015.

#### **BACKGROUND:**

Dollarton Highway is one of only two roads that provide east west connectivity from Deep Cove to all points west. The section of Dollarton Hwy in question has a single lane for vehicle travel in each direction. The work to be undertaken will require a lane closure that will result in a single lane alternating traffic pattern. If carried out during typical construction hours, the required lane closure would cause significant and lengthy back-ups of traffic along this route.

The proposed works will consist of the installation of fibre optic cable on top of existing poles along this section. Vehicles will include two utility trucks equipped with a bucket for overhead work, and a truck equipped to remove any vegetation interfering with the fibre optic line.

#### **REASON FOR REPORT:**

The Noise Regulation Bylaw prohibits any construction-related noise after 8:00 pm Monday to Friday and after 5:00 pm on Saturdays, except if such construction activities would be significantly more disruptive to vehicular traffic during the day time hours.

In an effort to minimize the disruption to traffic on Dollarton Highway staff recommend a variance to the District's Noise Regulation Bylaw to complete the installation of this fibre optic line at night 8:00 pm – 6:00 am.

#### **EXISTING POLICY:**

Under Section 6(b) of Noise Regulation Bylaw 7188 Council may, by resolution, relax the regulation that prohibits construction noise during the night (8 pm to 7 am) and on weekends when such activities would be more disruptive to vehicular traffic if carried out during the day.

#### **SUMMARY OF WORKS:**

The following is a summary of the work to be done at night;

**SUBJECT: Request for Noise Bylaw Variance  
Fibre Cable Installation Dollarton Hwy**

November 24, 2015

2

- Remove any vegetation interfering with fibre optic cable alignment
- Installation of fibre optic cable on existing utility poles

All work will be subject to a traffic control plan acceptable to transportation staff. The work is anticipated to take place on one night the week of December 8<sup>th</sup> - 11<sup>th</sup>, 2015. Commercial properties and local residents who are potentially affected will be notified in writing in advance of the work. See Attachment 1 for the proposed notification area. Noise will be generated from the operation of the two trucks and associated equipment. There are approximately 6 residential homes within the work zone, 3 residential homes within 200m of the end of the work zone and a condominium complex up on the hill in Raven Woods approximately 150m from the other end of the work zone.

**Timing/Approval Process:**

Subject to the approval of the noise variance, a Highway Use Permit will be issued for this work.

**Liability/Risk:**

Limited risk to the District provided adequate traffic management protocols are followed.

Respectfully submitted,



Daniel Cifarelli - Transportation Engineering

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 – Work Limits and Notification Area**



**Work Zone**

**Notification Area**

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