

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, May 1, 2017**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



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## REGULAR MEETING OF COUNCIL

**7:00 p.m.**  
**Monday, May 1, 2017**  
**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 8142 – Rezoning Employment Zone – Lynn Creek Light Industrial
- Bylaw 8178 – OCP Amendment 3105 Crescentview Drive
- Bylaw 8179 – Rezoning 3105 & 3115 Crescentview Drive
- Bylaw 8197 – Rezoning 854, 858 & Lot 5 Orwell Street and 855 Premier Street
- Bylaw 8217 – Zoning Bylaw Amendment re: Temporary Use Permits
- Bylaw 8219 – OCP Amendment 1946-1998 Glenaire Drive
- Bylaw 8220 – Rezoning 1946-1998 Glenaire Drive

#### 1. ADOPTION OF THE AGENDA

##### 1.1. May 1, 2017 Regular Meeting Agenda

*Recommendation:*

THAT the agenda for the May 1, 2017 Regular Meeting of Council for the District of North Vancouver is 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. MS Awareness Month – May 2017

p. 9

#### 4. RECOGNITIONS

#### 5. DELEGATIONS

## **6. ADOPTION OF MINUTES**

### **6.1. April 18, 2017 Public Hearing – Glenaire Drive** **p. 13-20**

*Recommendation:*

THAT the minutes of the April 18, 2017 Public Hearing are received.

### **6.2. April 18, 2017 Public Hearing – Temporary Use Permit Areas** **p. 21-22**

*Recommendation:*

THAT the minutes of the April 18, 2017 Public Hearing are received.

## **7. RELEASE OF CLOSED MEETING DECISIONS**

### **7.1. April 24, 2017 Closed Special Meeting of Council**

File No. 01.0360.20/076.000

#### **7.1.1. Board of Variance**

THAT Ms. Efi Khayyam be appointed to the Board of Variance for three years with a term ending March 31, 2020.

## **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 \_\_\_\_\_ are included in the Consent Agenda and be approved without debate.

### **9.1. Tax Rates Bylaw 8235, 2017** **p. 25-29**

File No. 05.1950

*Recommendation:*

THAT "Tax Rates Bylaw 8235, 2017" is given FIRST, SECOND and THIRD Readings.

### **9.2. Bylaws 8219, 8220 and 8221: 1946-1998 Glenaire Drive** **p. 31-107**

File No. 08.3060.20/044.16

*Recommendation:*

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)" is given SECOND and THIRD Readings;

AND THAT the “District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8221, 2017 (1946 – 1998 Glenaire Drive)” is given SECOND and THIRD Readings.

**9.3. Bylaws 8178, 8179 and 8186: 3105 and 3115 Crescentview Drive** **p. 109-216**  
File No. 08.3060.20/038.15

*Recommendation:*

THAT the “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)” is ADOPTED;

AND THAT “The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)” is ADOPTED;

AND THAT the “Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Drive)” is ADOPTED.

**9.4. Development Permit 38:15: 3105 and 3115 Crescentview Drive** **p. 217-249**  
**(22 Unit Apartment Building and One Single-Family House)**  
File No. 08.3060.20/038.15

*Recommendation:*

THAT Development Permit 38.15, for a 22 unit apartment building and one single-family house at 3105 and 3115 Crescentview Drive, is ISSUED.

**10. REPORTS**

**10.1. Mayor**

**10.2. Chief Administrative Officer**

**10.3. Councillors**

**10.4. Metro Vancouver Committee Appointees**

**10.4.1. Aboriginal Relations Committee – Councillor Hanson**

**10.4.2. Housing Committee – Councillor MacKay-Dunn**

**10.4.3. Regional Parks Committee – Councillor Muri**

**10.4.4. Utilities Committee – Councillor Hicks**

**10.4.5. Zero Waste Committee – Councillor Bassam**

**10.4.6. Mayors Council – TransLink – Mayor Walton**

**11. ANY OTHER BUSINESS**

## **12. ADJOURNMENT**

*Recommendation:*

THAT the May 1, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

## PROCLAMATIONS

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## PROCLAMATION

### “MS Awareness Month” May 2017

- WHEREAS:** Multiple sclerosis is a chronic, often disabling neurological disease affecting an estimated 100,000 Canadians and more than 12,000 British Columbians; and
- WHEREAS:** Multiple sclerosis symptoms vary widely and may lead to problems with numbness, coordination, vision and speech, as well as extreme fatigue and even paralysis; and
- WHEREAS:** there is no known cause of, prevention of, or cure for multiple sclerosis; and
- WHEREAS:** BC will continue to lead the way in multiple sclerosis research, through one of the world’s most renowned multiple sclerosis research facilities at the University of British Columbia; and
- WHEREAS:** Together we will find ways to enhance the quality of lives for people affected by multiple sclerosis and to find cure to end MS;
- NOW THEREFORE I,** Richard Walton, Mayor of the District of North Vancouver, do hereby proclaim this month of May 2017 to be MS Awareness Month for the Multiple Sclerosis Society of Canada in the District of North Vancouver.

Richard Walton  
MAYOR

Dated at North Vancouver, BC  
this 1<sup>st</sup> day of May 2017

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## MINUTES

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## DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, April 18, 2017 commencing at 7:10 p.m.

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

**Absent:** Councillor D. MacKay-Dunn  
Councillor L. Muri

**Staff:** Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. S. Dale, Confidential Council Clerk  
Mr. E. Wilhelm, Development Planner

### **The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)**

*Purpose of Bylaw:*

Bylaw 8219 proposes to amend the OCP land use designation for 1946-1998 Glenaire Drive from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

### **The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)**

*Purpose of Bylaw:*

Bylaw 8220 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 100 (CD100) and rezone the subject site from Single Family Residential 7200 Zone (RS3) to CD100 to allow the development of a twenty-three unit townhouse. The CD100 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

## **1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;

- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaws;
- 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;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
- Any additional presentations will only be allowed at the discretion of the Chair.

Mr. James Gordon, Manager – Administrative Services, stated that:

- The binder containing documents and submissions related to these bylaws is available on the side table to be viewed; and,
- The 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 BYLAWS BY THE CLERK**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaws, stating that Bylaw 8219 proposes to amend the OCP land use designation for 1946-1998 Glenaire Drive from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction. Bylaw 8220 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 100 (CD100) and rezone the subject site from Single Family Residential 7200 Zone (RS3) to CD100 to allow the development of a twenty-three unit townhouse. The CD100 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

## **3. PRESENTATION BY STAFF**

Mr. Erik Wilhelm, Development Planner, provided an overview of the proposal elaborating on the introduction by the Manager – Administrative Services.

Mr. Wilhelm advised that:

- The proposal is for a twenty-three unit townhouse development within the Lions Gate Village peripheral area located at 1946-1998 Glenaire Drive;
- The development site is currently comprised of five single-family lots adjacent to the Capilano River;
- Currently, single-family homes surround the site to the west, south and east;

- There are a number of townhouse development applications being processed in the local area which may change the surrounding land use to possibly similar townhouse densities;
- The Woodcroft Apartments are north of the development site across a private bridge over Capilano River;
- Klahanie Park (within the District of West Vancouver) is located west of the site;
- District of North Vancouver Council endorsed the "Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines" in July of 2014. This policy outlined the envisioned housing forms, density and design guidelines that should be followed within the area. As outlined in the 'peripheral policy', the development site is identified to be within "Area 1" which contemplates townhouses to a maximum FSR of 1.2 for larger sites;
- The peripheral policy supports townhouse development on any site greater than 12,000 sq ft;
- All redeveloping sites within the peripheral area require an OCP amendment in order to allow a higher density land use;
- The development proposal has a total of twenty-three townhouse units within three separate buildings. All buildings are three storeys tall and all units are three bedroom units;
- The development has a FSR of approximately 1.06 and a total of 46 underground parking stalls accessed from the far west side of the development;
- As the developer has acquired purchase agreements on the two properties to the west, this presents the possibility of sharing the parkade access with a future development west of the site;
- The development includes a traditional row house architectural expression with uniform frontages and heights to create a logical consistency to the individual units;
- Each of the three buildings incorporates differentiated colours, mixtures of brick and varieties of cedar shingle siding;
- The development proposal was considered by the Advisory Design Panel on September 8, 2016 and the Panel recommended approval of the project subject to resolution of the Panel's comments;
- A community amenity contribution has been calculated in the amount of \$121,581 in accordance with District CAC policy at the date of application;
- CAC's may be applied to amenities such as parks, trails, public art or other public realm improvements (in the Lions Gate Village Centre area) and/or affordable housing;
- The applicant, in conjunction with the other developers in the area, has submitted a comprehensive and coordinated Construction Traffic Management Plan (CTMP);
- The most important aspect of the developer's strategy is to hire a Construction Traffic Management Coordinator;
- From demolition to completion, one coordinator will be appointed by the four area developers (PC Urban, Cressey, Citimark and Woodbridge Properties) to coordinate all construction traffic for the Lions Gate Village area. If multiple developments are approved in the area, this coordinator would be expected to treat the Lions Gate peripheral area as a single construction project, rather than separate projects;
- The construction traffic management coordinator will be required to meet with District staff bi-weekly in order to provide updates to the District and to discuss and resolve any improvements/complications that arise;



- Throughout the development application process, concerns were raised by the public regarding traffic in the area. Mainly, the Lions Gate bridge presents the primary issue in the area;
- The developer's transportation consultant has submitted a traffic analysis report which identifies the potential traffic generated from the development and in the area. Utilizing background traffic data, the report forecasts surrounding traffic in the area for the years 2019 and 2030. The report provides a comprehensive review of the Lions Gate Village Centre Area and provides estimations of traffic generation with assumed densities as outlined in the OCP and peripheral area policy;
- The subject townhouse development is forecast to generate approximately eleven vehicle trips in the "AM Peak Hour" and thirteen vehicle trips in the "PM Peak Hour". By contrast, the five existing single-family lots would generate approximately five vehicle trips in the "PM Peak Hour", for a net increase of eight vehicle trips in the PM Peak Hour;
- The developer will be required to provide a post-development traffic and parking analysis (after six months of the development being fully-occupied) in order to review the traffic movements in the area and to analyse the use of on-site parking. The post-development traffic and parking analysis report will afford the District improved information on vehicle movements in the area, on-site and on-street parking demand, as well as use of on-site bicycle parking facilities;
- The District's Transportation Department has reviewed the submitted traffic analysis report and finds that the development will not unduly affect traffic within the Lions Gate Village Centre Area and supports the requirement for a post-development traffic and parking analysis report;
- Comments submitted from the Public Information Meeting held on October 18, 2016 include:
  - Increased traffic on the North Shore;
  - Construction traffic management and timing concerns;
  - Support for a riverfront trail;
  - Cost of housing within the development; and,
  - Accessibility of the units.

In response to a question from Council, staff advised that the public pathway is on-site. It was noted that the developer will be responsible for building the on-site trail and the District will secure rights for the public pathway through a statutory right-of-way.

Staff also advised that Metro Vancouver Parks staff have been working with District staff to coordinate the intergovernmental requirements to implement an environmentally-sensitive trail adjacent to the Capilano River. Generally, Metro Vancouver Parks is supportive of the development proposal as the land dedicated to the Capilano River Regional Park is a unique opportunity to gain the extension of the riverfront trail along the Capilano River. Metro Vancouver Parks will ultimately own the parkland and potential future trail, and would be responsible for the ongoing maintenance of the trail.

#### **4. PRESENTATION BY APPLICANT**

##### **4.1. Mr. Robert Cadez, PC Urban Properties Corp.:**

- Spoke to the site constraints;
- Noted that the average townhome unit is 1850 sq. ft.;

- Advised that the development provides more housing options for families as all units are three bedroom townhouse units, which are more affordable when compared to detached single-family residential; and,
- Commented that the creation of the new trail will create a key neighbourhood connection that will benefit the entire area.

## 5. REPRESENTATIONS FROM THE PUBLIC

- 5.1. Mr. Dennis Myronuk, 2000 Block McLallen Court: OPPOSED**
- Expressed concern with the volume of construction traffic;
  - Opined that there is not enough variety of housing options; and,
  - Urged Council to oppose the proposed development.
- 5.2. Mr. Cam Lendell, 1500 Block Gravely Street: IN FAVOUR**
- Spoke in support of the proposed development; and,
  - Commented on the lack of available housing for downsizers who would like to stay in the area.
- 5.3. Ms. Veronika Spencer, 1600 Block Bayshore Drive: IN FAVOUR**
- Commented that the proposed development will provide attractive and affordable housing options;
  - Noted that the proposed development will provide housing for both young families and residents looking to downsize;
  - Commented that the proposal will provide vibrancy to the community; and,
  - Urged Council to support the proposed development.
- 5.4. Mr. Jason Gordon, 3500 Block Mt. Seymour Parkway: IN FAVOUR**
- Noted housing options and opportunities are needed for young families;
  - Commented that higher density will help address the issue of affordability; and,
  - Opined that more townhouse developments in the District are needed.
- 5.5. Mr. Alex Messina, 3900 Block Indian River Drive: IN FAVOUR**
- Spoke in support of the proposed development;
  - Commented that the proposal will provide affordable housing options;
  - Opined that there is a shortage of townhouses in the District; and,
  - Commented that the proposed development would complement the community.
- 5.6. Mr. Matt Smith, 900 Block Lyton Street: IN FAVOUR**
- Stated that more townhouse developments are needed in the District;
  - Opined that the proposed development is within keeping of the character of the neighbourhood;
  - Spoke to the issue of affordable housing on the North Shore; and,
  - Noted that the proposed development will provide housing for both young families and residents looking to downsize.

Councillor BASSAM left the meeting at 7:43 pm and returned at 7:44 pm.

- 5.7. Mr. Russ Bougie, 1600 Block Kilkenney Road: IN FAVOUR**
- Commented on the suitability of the proposed development for downsizers; and,
  - Suggested that increased density may provide more affordable housing options.
- 5.8. Ms. Michele Buchamer, 3000 Block Markham Place: IN FAVOUR**
- Spoke in support of the proposed development;
  - Spoke to the opportunity for downsizers to stay on the North Shore;
  - Spoke to the issue of affordability on the North Shore;
  - Commented that there is not enough townhouses in the District;
  - Noted that the proposed development is close to transit; and,
  - Commented that the townhome project is aesthetically pleasing.
- 5.9. Ms. Val Moller, 2000 Block Fullerton Avenue: IN FAVOUR**
- Expressed concern with increased density;
  - Commented on the lack of housing diversity;
  - Expressed concern with traffic issues;
  - Suggested that these projects be phased;
  - Expressed concern regarding noise and clean up during construction;
  - Commented that there is not much of a community amenity contribution from the developer; and,
  - Spoke in support of the design of the proposed project.
- 5.10. Mr. Rob Thomson, 2000 Block West Keith Road: IN FAVOUR**
- Spoke in support of the proposed project;
  - Commented that townhouses are a good option for downsizing families; and,
  - Noted that the proposed development will provide affordable housing options for young families.
- 5.11. Ms. Marian Thomson, 2000 Block West Keith Road: IN FAVOUR**
- Spoke to the issue of affordability;
  - Expressed concern that young families will not be able to afford to stay on the North Shore; and,
  - Opined that the proposed development is aesthetically pleasing and fits within the character of the neighbourhood.
- 5.12. Mr. Owen Yates, 1300 Block East 27<sup>th</sup> Street: IN FAVOUR**
- Commented that three bedroom townhouses will provide an affordable price point for young families; and,
  - Spoke in support of the proposed development.
- 5.13. Mr. Ben Mittlestead, 1900 Block Glenaire Drive: IN FAVOUR**
- Commented that the proposed development will provide an opportunity for the younger generation to stay on the North Shore.
- 5.14. Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING**
- Opined that the proposed development will provide housing for residents looking to downsize;



- Questioned if elevators have been considered in the units to enhance accessibility;
- Stated that there are too many townhomes and they do not provide enough housing diversity; and,
- Expressed concern regarding the possibility of the Capilano River flooding.

Staff advised that in accordance with the District's Accessible Design Policy for Multi-Family Housing, all units will provide basic accessible design elements.

In response to a question from Council regarding the cost of the townhomes, the developer advised that the cost of the units have not been set but will be approximately \$1.2-1.3 million.

The developer advised that vehicle parking is provided in a single-level underground garage with access from Glenaire Drive at the west end of the development. A total of 46 vehicle parking stalls are proposed which provide two stalls per unit, inclusive of two visitor stalls. It was noted that although the development will form part of a more compact community which promotes walking, biking and transit, it is a family oriented development which rely on the use of their cars.

**5.15. Mr. John Miller, 1600 Block Capilano Avenue: OPPOSED**

- Expressed concern that the proposed underground parkade encroaches into the setback; and,
- Expressed concern that the proposed public pathway does not connect with other parts of the community.

**5.16. Ms. Jillian Steele, 1900 Block Glenaire Drive: IN FAVOUR**

- Spoke in support of the proposed park dedication; and,
- Stated that townhomes are critical to allow the younger generation to stay on the North Shore.

**5.17. Mr. Peter Duyker, 3700 Block Edgemont Village: IN FAVOUR**

- Commented on the opportunity for downsizers to age in their community;
- Stated that these housing options are essential on the North Shore; and,
- Spoke in support of density.

**6. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HICKS**

THAT the April 18, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)" and "The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)" be returned to Council for further consideration.

**CARRIED**  
(8:08 p.m.)

**CERTIFIED CORRECT:**

A handwritten signature in blue ink, appearing to read "S. Dale", is written above a horizontal line.

Confidential Council 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, April 18, 2017 commencing at 8:10 p.m.

**Present:** Mayor R. Walton  
Councillor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson (8:12 pm)  
Councillor R. Hicks

**Absent:** Councillor D. MacKay-Dunn  
Councillor L. Muri

**Staff:** Mr. D. Milburn – General Manager – Planning, Permits & Properties  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. S. Dale, Confidential Council Clerk  
Mr. E. Wilhelm, Development Planner

### The District of North Vancouver Rezoning Bylaw 1349 (Bylaw 8217)

#### *Purpose of Bylaw:*

Bylaw 8217 proposes to amend the District's Zoning Bylaw by designating the entire area of the District as an area where Temporary Use Permits may be allowed except for lands which are located outside of the District's four growth centres and zoned one of the Single Family Residential (RS) zones. Bylaw 8217 also proposes to set general conditions for temporary uses and delete the Development Permit Regulations of the Zoning Bylaw which are addressed in Schedule B of the Official Community Plan (OCP).

#### 1. OPENING BY THE MAYOR

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

#### 2. INTRODUCTION OF BYLAWS BY THE CLERK

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaw, stating that Bylaw 8217 proposes to amend the District's Zoning Bylaw by designating the entire area of the District as an area where Temporary Use Permits may be allowed except for lands which are located outside of the District's four growth centres and zoned one of the Single Family Residential (RS) zones. Bylaw 8217 also proposes to set general conditions for temporary uses and delete the Development Permit Regulations of the Zoning Bylaw which are addressed in Schedule B of the Official Community Plan (OCP).

Councillor HANSON arrived at this point in the proceedings.

**3. PRESENTATION BY STAFF**

Mr. Dan Milburn, General Manager – Planning, Permits & Properties, advised that staff are available to answer questions.

**4. REPRESENTATIONS FROM THE PUBLIC**

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

**IN FAVOUR**

- Commented that the public be educated on temporary use permits; and,
- Suggested that a temporary use permit be required for the keeping of backyard hens in the District.

**5. QUESTIONS FROM COUNCIL**

In response to a question from Council, staff advised that the notification requirements for temporary use permits are similar to those for Public Hearings. Staff also noted that changes to the areas where temporary use permits are available would require amendments to the Zoning Bylaw, which would require a Public Hearing.

Council requested that staff provide a list of all potential uses for temporary use permits.

Council spoke to the opportunity to try something new and innovative such as pop-up housing as a temporary use permit would allow for short-term accommodation.

**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HICKS**

THAT the April 18, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1349 (Bylaw 8217)" be returned to Council for further consideration.

**CARRIED**  
(8:24 p.m.)

**CERTIFIED CORRECT:**

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

## REPORTS

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AGENDA INFORMATION	
<input type="checkbox"/> Regular Meeting	Date: _____
<input type="checkbox"/> Other:	Date: _____

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

### REPORT TO COUNCIL

April 18, 2017

File: 05.1950

**AUTHOR:** Andy Wardell, Acting General Manager, Finance & Technology & Chief Financial Officer

**SUBJECT:** Tax Rates Bylaw 8235, 2017

**RECOMMENDATION:**

That Council approve the first three readings of Tax Rates Bylaw 8235, 2017.

**REASON FOR REPORT:**

In accordance with Section 197 of the Community Charter, Council must adopt the 2017 Tax Rates Bylaw before May 15<sup>th</sup>. As directed by Council, Staff has prepared the 2017 Tax Rates Bylaw based on a property tax revenue increase of 3.00% for all classes, except for major industry (non-capped) that is set at 8.14%.

The following tables detail the distribution of the tax increase and the year-over-year change in the tax rates.

<u>Tax Distribution</u>	<u>2017</u>
Residential	3.00%
Major Industry - Non-capped	8.14%
Light Industry	3.00%
Business	3.00%
Recreation	3.00%

The District's tax strategy aims at promoting vibrancy and diversification at competitive tax rates for all classes that are below tax rate benchmarks for the Metro Vancouver region. A key component of the tax strategy has been achieving a tax rate for major industrial (non-capped) properties at a level below the regional average. For 2017 the tax rate for major industrial (non-capped) properties is set at \$28.41 per thousand dollars of assessed value and is below the regional average. The 2017 residential and business class tax rates are also lower than regional averages due to sizable increases property market values and new construction growth.



Property Class	2017 Municipal	2016 Municipal	Change from 2016
Residential	1.60657	2.11337	(0.50680)
Utilities	40.00000	40.00000	0.00000
Industrial (Major)			
Non-Capped	28.40825	28.40825	0.00000
Capped Properties	27.50000	27.50000	0.00000
Capped New Investment	22.50000	22.50000	0.00000
Industrial (Light)	10.45117	12.14158	(1.69041)
Business / Other	7.07029	8.14620	(1.07591)
Recreation	4.78481	5.32007	(0.53526)

**POLICY:**

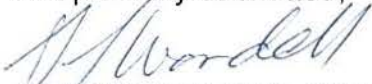
Section 165(3.1) of the Community Charter requires five-year financial plans to include specific objectives and tax policy disclosure. The tax strategy is based on tax rate competitiveness within the Metro Vancouver region working in partnership with industry for economic development and tax growth through investment.

Each year the tax strategy for the major industrial class (non-capped) will be re-evaluated in the context of the achievements to date and the prevailing economic conditions moving forward. All other property classes are below tax rate benchmarks for the Metro Vancouver region. The strategy continues to sustain an equitable and competitive taxation environment.

**Timing/Approval Process:**

Adoption of Bylaw is required by May 15, 2017.

Respectfully submitted,



Andy Wardell, CPA, CGA, MA.

Acting General Manager, Finance & Technology & Chief Financial Officer

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

## **Bylaw 8235**

A bylaw for imposing rates on lands and improvements in the District of North Vancouver for 2017

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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 "Tax Rates Bylaw 8235, 2017".

### **2. 2017 Tax Rates**

The following tax rates are imposed for 2017 on the taxable land and improvements as set out in the assessment roll:

- (a) for all lawful general purposes of the municipality on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "A" of the Schedule A attached hereto and forming a part hereof;
- (b) for provision of the monies required in 2017 under bylaws of the municipality to meet payments of interest and principal of debts incurred for which other provision has not been made, on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "B" of Schedule A attached hereto and forming a part hereof; and,
- (c) for provision of the municipality's appropriate share of the monies required for Regional District purposes for the year 2017, for expenditures of the Metro Vancouver Regional District on the assessed value of land and improvements taxable for hospital purposes, rates appearing in column "C" of Schedule A attached hereto and forming a part hereof.

**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 A to BYLAW 8235

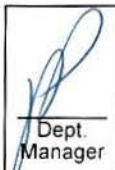
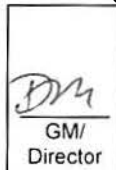
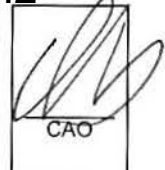
### 2017 TAX RATES (\$'S OF TAX PER \$ 1,000 TAXABLE VALUE)

Property Class	A Municipal General	B Municipal Debt	Total Municipal	C Metro Vancouver Regional District
Residential	1.53414	0.07243	1.60657	0.04256
Utilities	38.19690	1.80310	40.00000	0.14897
Industrial (Major)	27.12761	1.28064	28.40825	0.14471
Industrial (Major)				
- Capped Properties	26.26030	1.23970	27.50000	0.14471
- Capped New Investment	21.48574	1.01426	22.50000	0.14471
Industrial (Light)	9.98004	0.47113	10.45117	0.14471
Business/Other	6.75156	0.31873	7.07029	0.10428
Recreation	4.56912	0.21569	4.78481	0.04256

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 1, 2017</u>
<input type="checkbox"/> Other:	Date: _____

9.2

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

April 21, 2017  
File: 08.3060.20/044.16

**AUTHOR:** Erik Wilhelm, Development Planner

**SUBJECT:** Bylaws 8219, 8220 and 8221: 1946-1998 Glenaire Drive

### RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)" is given SECOND and THIRD Readings;

AND THAT the "District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8221, 2017 (1946 – 1998 Glenaire Drive)" is given SECOND and THIRD Readings.

### BACKGROUND:

Bylaws 8219, 8220 and 8221 received First Reading on March 27, 2017. A Public Hearing for Bylaws 8219 and 8220 was held and closed on April 18, 2017.

Council asked for the following clarifications:

- 1) Public Trail and Sidewalk: The public trail 'desire line' is indicated by a blue dashed line in the peripheral policy (see adjacent image). There are no immediate plans to paint a formalized crosswalk over Fullerton Ave. on the Woodcroft apartment lands. A formalized crossing in this location (just before the bridgehead) can be pursued in the future if the Woodcroft strata corporations so chose.



A detailed landscape plan will be provided at the Development Permit stage outlining the trail's interface with Fullerton Ave.

2) Riparian Setback / Parkade Encroachment into Public Land: Clarification was requested with respect to the development's riparian area setback and any encroachments into public lands. There are no encroachments for parkade, building, patios or other structures into District of North Vancouver or Metro Vancouver lands including those lands to be dedication to Metro Vancouver for the Capilano River Regional Park. The site plan below indicates the riparian area setback. The public pathway results in approximately an 83 m<sup>2</sup> (893 sq. ft.) reduction of the 15 m riparian setback on the development site (seen in red below). The existing riparian area is generally highly disturbed and characterized by non-native vegetation, concrete patios, hardscaping and backyard lawn. The reduction of setback will be offset by 65 m<sup>2</sup> (700 sq. ft.) of additional riparian area setback (shown in yellow below). The developer will be rehabilitating and enhancing approximately 1,608 sq m. (17,308 sq. ft.) of currently disturbed riparian area and dedicate both the yellow and green areas (within the development site) to Metro Vancouver. This proposal is supported by the Environmental Department as it is consistent with best practices for riparian area protection.



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

**OPTIONS:**

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

Respectfully submitted,

Erik Wilhelm  
Development Planner



Attachments:

- District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)
- District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)
- Housing Agreement Bylaw 8221, 2017 (1946 – 1998 Glenaire Drive)
- Public Hearing Minutes – April 18, 2017
- Staff Report dated March 15, 2017

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****Bylaw 8219**

A bylaw to amend The District of North Vancouver Official Community Plan Bylaw 7900, 2011

---

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 Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)".

**2. Amendments**

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 2: Detached Residential" (RES2) to "Residential Level 4: Transition Multifamily" (RES4);
- b) Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Development Permit Area for Form and Character of Commercial, Industrial and Multifamily Development; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as a Development Permit Area for Energy and Water Conservation and Greenhouse Gas Reduction.

**READ** a first time March 27<sup>th</sup>, 2017 by a majority of all Council members.

**PUBLIC HEARING** held April 18<sup>th</sup>, 2017.

**READ** a second time by a majority of all Council members.

**READ** a third time by a majority of all Council members.



**ADOPTED**

by a majority of all Council members.

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

## Schedule A to Bylaw 8219

### BYLAW 8219

The District of North Vancouver Official Community Plan Bylaw 7900, 2011,  
Amendment Bylaw 8219, 2017 (Amendment 23)



Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily



## Schedule B to Bylaw 8219

### BYLAW 8219

The District of North Vancouver Official Community Plan Bylaw 7900, 2011,  
Amendment Bylaw 8219, 2017 (Amendment 23)



Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area

Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area



**The Corporation of the District of North Vancouver****Bylaw 8220**

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

---

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

**1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)".

**2. Amendments**

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

Section 301(2) by inserting the following zoning designation in numeric sequence:

"Comprehensive Development Zone CD100"

2.2 Part 4B by inserting the following:

**"4B100 Comprehensive Development Zone 100 (CD100)"**

**4B100-1 Intent:**

The purpose of the CD100 zone is to establish specific land use and development regulations for a 23 unit townhouse development.

**4B100-2 Uses:**

The following *principal uses* are permitted in the Comprehensive Development 100 Zone:

**(a) Uses Permitted without Conditions:**

- (i) Residential building, multifamily townhouse

For the purposes of this CD100 Zone, "Residential building, multifamily townhouse" means a building having not more than three residential storeys and consisting of two or more dwelling units with individual, exterior access to grade above an underground parkade.



**(b) Conditional Uses**

Not applicable

**4B100-3 Conditions of Use:**

Not applicable

**4B100-4 Accessory Use:**

(a) *Accessory uses* are permitted and are limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of this Bylaw

**4B100-5 Density:**

- (a) The maximum permitted density in the CD100 Zone is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 5 units, inclusive of any density bonus for energy performance; and
- (b) For the purposes of calculating floor space ratio, the area of underground parking garages, which includes: drive aisles, electrical/mechanical rooms, garbage and recycling collection areas, bicycle storage areas, and general storage areas is exempted.

**4B100-6 Amenities:**

Despite subsection 4B100-5, density in the CD100 Zone is increased to a maximum floor space of 3,926 m<sup>2</sup> (42,257 sq. ft.) and a maximum number of 23 units, inclusive of any density bonus for energy performance, if the owner:

1. Contributes \$121,581 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements within the Lions Gate Village Centre area, and/or affordable housing; and
2. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

**4B100-7 Maximum Principal Building Size:**

Not applicable.

**4B100-8 Setbacks:**

- (a) Buildings must be set back from property lines to the closest building face, excluding any partially exposed underground parking structure and upper floor encroachments not to exceed 0.6 m (2.0 ft) in depth, in accordance with the following regulations:

Location	Minimum Required Setback
Front Yard (from Glenaire Drive)	3.05 m (10 ft)
Rear Yard	7.31 m (24 ft) except in the easterly 19.5 m (64 feet) of the property where the required setback may be reduced to 2.44 m (8 ft)
West Side Yard	1.83 m (6 ft)
East Side Yard (from Fullerton Avenue)	3.05 m (10 ft)

**4B100-9 Building Orientation:**

Not applicable.

**4B100-10 Building Depth and Width:**

Not applicable.

**4B100-11 Coverage:**

- a) Maximum permitted Building Coverage is 49%
- b) Maximum permitted Site Coverage is 51%.

**4B100-12 Height:**

- a) Maximum permitted Height is 13.2 meters (43.3 ft).

**4B100-13 Acoustic Requirements:**

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

Map of the Klahanie Park area showing the proposed rezoning site. The site is located on Glenaire Dr, bounded by Keith Rd to the north, Curling Rd to the south, and Belle Isle Pl to the east. The site is highlighted in red and labeled "SITE". The map shows surrounding streets, including Keith Rd, Curling Rd, Belle Isle Pl, Sandown Pl, Fullerton Ave, and Capilano Rd. The Capilano River and Klee Wyck Park are also shown. A callout box indicates the site is to be rezoned from RS3 to CD100.



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

## **Bylaw 8221**

A bylaw to enter into a Housing Agreement (1946 – 1998 Glenaire 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 8221, 2017 (1946 – 1998 Glenaire 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 1998 Glenaire Holdings Ltd., Inc. No. BC1054719 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) 009-870-253 Lot 2 Block 16 District Lot 764 Plan 8967
- b) 009-870-261 Lot 3 Block 16 District Lot 764 Plan 8967
- c) 009-870-270 Lot 4 Block 16 District Lot 764 Plan 8967
- d) 009-870-296 Lot 5 Block 16 District Lot 764 Plan 8967
- e) 009-870-300 Lot 6 Block 16 District Lot 764 Plan 8967

### **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 March 27<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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



Certified a true copy

---

Municipal Clerk

## Schedule A to Bylaw 8221

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**1998 GLENAIRE HOLDINGS LTD.** (Inc. No. BC1054719), 880 – 1090 West Georgia Street,  
Vancouver, BC V6E 3V7

(the “Developer”)

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality  
incorporated under the *Local Government Act*, RSBC 2015, c.1 and having its office at  
355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)

WHEREAS:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Developer hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) "*Development Permit*" means development permit No. \_\_\_\_\_ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (e) "*Short Term Rentals*" means any rental of a Unit for any period less than 30 days;
- (f) "*Strata Corporation*" means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (g) "*Unit*" means a residential dwelling strata unit in the Proposed Development; and
- (h) "*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 8221 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a rental disclosure statement in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and

- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than Short Term Rentals) shall have no force or effect.

3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any Strata Corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

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*.

### 3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220), is not adopted by the District's Council before September 30<sup>th</sup>, 2017, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

## 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 30 days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

### 4.02 Costs

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

### 4.03 Damages an Inadequate Remedy

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

### 4.04 Equitable Remedies

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

### 4.05 No Penalty or Forfeiture

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

### 4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific

performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

## **5. LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **6. GENERAL PROVISIONS**

### **6.01 District's Power Unaffected**

Nothing in this Agreement:

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

#### 6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

#### 6.03 Agreement Runs With the Lands

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

#### 6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

#### 6.05 Priority of This Agreement

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

#### 6.06 Agreement to Have Effect as Deed

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

#### 6.07 Waiver

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



breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

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 and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

**7. INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8221.

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.

#### GRANT OF PRIORITY

WHEREAS \_\_\_\_\_ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) \_\_\_\_\_ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

## DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, April 18, 2017 commencing at 7:10 p.m.

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

**Absent:** Councillor D. MacKay-Dunn  
Councillor L. Muri

**Staff:** Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. S. Dale, Confidential Council Clerk  
Mr. E. Wilhelm, Development Planner

### **The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)**

*Purpose of Bylaw:*

Bylaw 8219 proposes to amend the OCP land use designation for 1946-1998 Glenaire Drive from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

### **The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)**

*Purpose of Bylaw:*

Bylaw 8220 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 100 (CD100) and rezone the subject site from Single Family Residential 7200 Zone (RS3) to CD100 to allow the development of a twenty-three unit townhouse. The CD100 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

#### **1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;



- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaws;
- 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;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
- Any additional presentations will only be allowed at the discretion of the Chair.

Mr. James Gordon, Manager – Administrative Services, stated that:

- The binder containing documents and submissions related to these bylaws is available on the side table to be viewed; and,
- The 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 BYLAWS BY THE CLERK**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaws, stating that Bylaw 8219 proposes to amend the OCP land use designation for 1946-1998 Glenaire Drive from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction. Bylaw 8220 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 100 (CD100) and rezone the subject site from Single Family Residential 7200 Zone (RS3) to CD100 to allow the development of a twenty-three unit townhouse. The CD100 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

## **3. PRESENTATION BY STAFF**

Mr. Erik Wilhelm, Development Planner, provided an overview of the proposal elaborating on the introduction by the Manager – Administrative Services.

Mr. Wilhelm advised that:

- The proposal is for a twenty-three unit townhouse development within the Lions Gate Village peripheral area located at 1946-1998 Glenaire Drive;
- The development site is currently comprised of five single-family lots adjacent to the Capilano River;
- Currently, single-family homes surround the site to the west, south and east;

- There are a number of townhouse development applications being processed in the local area which may change the surrounding land use to possibly similar townhouse densities;
- The Woodcroft Apartments are north of the development site across a private bridge over Capilano River;
- Klahanie Park (within the District of West Vancouver) is located west of the site;
- District of North Vancouver Council endorsed the "Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines" in July of 2014. This policy outlined the envisioned housing forms, density and design guidelines that should be followed within the area. As outlined in the 'peripheral policy', the development site is identified to be within "Area 1" which contemplates townhouses to a maximum FSR of 1.2 for larger sites;
- The peripheral policy supports townhouse development on any site greater than 12,000 sq ft;
- All redeveloping sites within the peripheral area require an OCP amendment in order to allow a higher density land use;
- The development proposal has a total of twenty-three townhouse units within three separate buildings. All buildings are three storeys tall and all units are three bedroom units;
- The development has a FSR of approximately 1.06 and a total of 46 underground parking stalls accessed from the far west side of the development;
- As the developer has acquired purchase agreements on the two properties to the west, this presents the possibility of sharing the parkade access with a future development west of the site;
- The development includes a traditional row house architectural expression with uniform frontages and heights to create a logical consistency to the individual units;
- Each of the three buildings incorporates differentiated colours, mixtures of brick and varieties of cedar shingle siding;
- The development proposal was considered by the Advisory Design Panel on September 8, 2016 and the Panel recommended approval of the project subject to resolution of the Panel's comments;
- A community amenity contribution has been calculated in the amount of \$121,581 in accordance with District CAC policy at the date of application;
- CAC's may be applied to amenities such as parks, trails, public art or other public realm improvements (in the Lions Gate Village Centre area) and/or affordable housing;
- The applicant, in conjunction with the other developers in the area, has submitted a comprehensive and coordinated Construction Traffic Management Plan (CTMP);
- The most important aspect of the developer's strategy is to hire a Construction Traffic Management Coordinator;
- From demolition to completion, one coordinator will be appointed by the four area developers (PC Urban, Cressey, Citimark and Woodbridge Properties) to coordinate all construction traffic for the Lions Gate Village area. If multiple developments are approved in the area, this coordinator would be expected to treat the Lions Gate peripheral area as a single construction project, rather than separate projects;
- The construction traffic management coordinator will be required to meet with District staff bi-weekly in order to provide updates to the District and to discuss and resolve any improvements/complications that arise;



- Throughout the development application process, concerns were raised by the public regarding traffic in the area. Mainly, the Lions Gate bridge presents the primary issue in the area;
- The developer's transportation consultant has submitted a traffic analysis report which identifies the potential traffic generated from the development and in the area. Utilizing background traffic data, the report forecasts surrounding traffic in the area for the years 2019 and 2030. The report provides a comprehensive review of the Lions Gate Village Centre Area and provides estimations of traffic generation with assumed densities as outlined in the OCP and peripheral area policy;
- The subject townhouse development is forecast to generate approximately eleven vehicle trips in the "AM Peak Hour" and thirteen vehicle trips in the "PM Peak Hour". By contrast, the five existing single-family lots would generate approximately five vehicle trips in the "PM Peak Hour", for a net increase of eight vehicle trips in the PM Peak Hour;
- The developer will be required to provide a post-development traffic and parking analysis (after six months of the development being fully-occupied) in order to review the traffic movements in the area and to analyse the use of on-site parking. The post-development traffic and parking analysis report will afford the District improved information on vehicle movements in the area, on-site and on-street parking demand, as well as use of on-site bicycle parking facilities;
- The District's Transportation Department has reviewed the submitted traffic analysis report and finds that the development will not unduly affect traffic within the Lions Gate Village Centre Area and supports the requirement for a post-development traffic and parking analysis report;
- Comments submitted from the Public Information Meeting held on October 18, 2016 include:
  - Increased traffic on the North Shore;
  - Construction traffic management and timing concerns;
  - Support for a riverfront trail;
  - Cost of housing within the development; and,
  - Accessibility of the units.

In response to a question from Council, staff advised that the public pathway is on-site. It was noted that the developer will be responsible for building the on-site trail and the District will secure rights for the public pathway through a statutory right-of-way.

Staff also advised that Metro Vancouver Parks staff have been working with District staff to coordinate the intergovernmental requirements to implement an environmentally-sensitive trail adjacent to the Capilano River. Generally, Metro Vancouver Parks is supportive of the development proposal as the land dedicated to the Capilano River Regional Park is a unique opportunity to gain the extension of the riverfront trail along the Capilano River. Metro Vancouver Parks will ultimately own the parkland and potential future trail, and would be responsible for the ongoing maintenance of the trail.

#### **4. PRESENTATION BY APPLICANT**

##### **4.1. Mr. Robert Cadez, PC Urban Properties Corp.:**

- Spoke to the site constraints;
- Noted that the average townhome unit is 1850 sq. ft.;

- Advised that the development provides more housing options for families as all units are three bedroom townhouse units, which are more affordable when compared to detached single-family residential; and,
- Commented that the creation of the new trail will create a key neighbourhood connection that will benefit the entire area.

## **5. REPRESENTATIONS FROM THE PUBLIC**

### **5.1. Mr. Dennis Myronuk, 2000 Block McLallen Court: OPPOSED**

- Expressed concern with the volume of construction traffic;
- Opined that there is not enough variety of housing options; and,
- Urged Council to oppose the proposed development.

### **5.2. Mr. Cam Lendell, 1500 Block Gravely Street: IN FAVOUR**

- Spoke in support of the proposed development; and,
- Commented on the lack of available housing for downsizers who would like to stay in the area.

### **5.3. Ms. Veronika Spencer, 1600 Block Bayshore Drive: IN FAVOUR**

- Commented that the proposed development will provide attractive and affordable housing options;
- Noted that the proposed development will provide housing for both young families and residents looking to downsize;
- Commented that the proposal will provide vibrancy to the community; and,
- Urged Council to support the proposed development.

### **5.4. Mr. Jason Gordon, 3500 Block Mt. Seymour Parkway: IN FAVOUR**

- Noted housing options and opportunities are needed for young families;
- Commented that higher density will help address the issue of affordability; and,
- Opined that more townhouse developments in the District are needed.

### **5.5. Mr. Alex Messina, 3900 Block Indian River Drive: IN FAVOUR**

- Spoke in support of the proposed development;
- Commented that the proposal will provide affordable housing options;
- Opined that there is a shortage of townhouses in the District; and,
- Commented that the proposed development would complement the community.

### **5.6. Mr. Matt Smith, 900 Block Lyton Street: IN FAVOUR**

- Stated that more townhouse developments are needed in the District;
- Opined that the proposed development is within keeping of the character of the neighbourhood;
- Spoke to the issue of affordable housing on the North Shore; and,
- Noted that the proposed development will provide housing for both young families and residents looking to downsize.

Councillor BASSAM left the meeting at 7:43 pm and returned at 7:44 pm.



- 5.7. Mr. Russ Bougie, 1600 Block Kilkenney Road: IN FAVOUR**
- Commented on the suitability of the proposed development for downsizers; and,
  - Suggested that increased density may provide more affordable housing options.
- 5.8. Ms. Michele Buchamer, 3000 Block Markham Place: IN FAVOUR**
- Spoke in support of the proposed development;
  - Spoke to the opportunity for downsizers to stay on the North Shore;
  - Spoke to the issue of affordability on the North Shore;
  - Commented that there is not enough townhouses in the District;
  - Noted that the proposed development is close to transit; and,
  - Commented that the townhome project is aesthetically pleasing.
- 5.9. Ms. Val Moller, 2000 Block Fullerton Avenue: IN FAVOUR**
- Expressed concern with increased density;
  - Commented on the lack of housing diversity;
  - Expressed concern with traffic issues;
  - Suggested that these projects be phased;
  - Expressed concern regarding noise and clean up during construction;
  - Commented that there is not much of a community amenity contribution from the developer; and,
  - Spoke in support of the design of the proposed project.
- 5.10. Mr. Rob Thomson, 2000 Block West Keith Road: IN FAVOUR**
- Spoke in support of the proposed project;
  - Commented that townhouses are a good option for downsizing families; and,
  - Noted that the proposed development will provide affordable housing options for young families.
- 5.11. Ms. Marian Thomson, 2000 Block West Keith Road: IN FAVOUR**
- Spoke to the issue of affordability;
  - Expressed concern that young families will not be able to afford to stay on the North Shore; and,
  - Opined that the proposed development is aesthetically pleasing and fits within the character of the neighbourhood.
- 5.12. Mr. Owen Yates, 1300 Block East 27<sup>th</sup> Street: IN FAVOUR**
- Commented that three bedroom townhouses will provide an affordable price point for young families; and,
  - Spoke in support of the proposed development.
- 5.13. Mr. Ben Mittlestead, 1900 Block Glenaire Drive: IN FAVOUR**
- Commented that the proposed development will provide an opportunity for the younger generation to stay on the North Shore.
- 5.14. Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING**
- Opined that the proposed development will provide housing for residents looking to downsize;

- Questioned if elevators have been considered in the units to enhance accessibility;
- Stated that there are too many townhomes and they do not provide enough housing diversity; and,
- Expressed concern regarding the possibility of the Capilano River flooding.

Staff advised that in accordance with the District's Accessible Design Policy for Multi-Family Housing, all units will provide basic accessible design elements.

In response to a question from Council regarding the cost of the townhomes, the developer advised that the cost of the units have not been set but will be approximately \$1.2-1.3 million.

The developer advised that vehicle parking is provided in a single-level underground garage with access from Glenaire Drive at the west end of the development. A total of 46 vehicle parking stalls are proposed which provide two stalls per unit, inclusive of two visitor stalls. It was noted that although the development will form part of a more compact community which promotes walking, biking and transit, it is a family oriented development which rely on the use of their cars.

**5.15. Mr. John Miller, 1600 Block Capilano Avenue: OPPOSED**

- Expressed concern that the proposed underground parkade encroaches into the setback; and,
- Expressed concern that the proposed public pathway does not connect with other parts of the community.

**5.16. Ms. Jillian Steele, 1900 Block Glenaire Drive: IN FAVOUR**

- Spoke in support of the proposed park dedication; and,
- Stated that townhomes are critical to allow the younger generation to stay on the North Shore.

**5.17. Mr. Peter Duyker, 3700 Block Edgemont Village: IN FAVOUR**

- Commented on the opportunity for downsizers to age in their community;
- Stated that these housing options are essential on the North Shore; and,
- Spoke in support of density.

**6. COUNCIL RESOLUTION**

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

THAT the April 18, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)" and "The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)" be returned to Council for further consideration.

**CARRIED**  
 (8:08 p.m.)

**CERTIFIED CORRECT:**

A handwritten signature in blue ink, appearing to read "S. Dale", is written over a horizontal line.

Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>MARCH 27, 2017</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

March 15, 2017  
File: 08.3060-20/044.16

**AUTHOR:** Erik Wilhelm, Development Planner

**SUBJECT:** Bylaws 8219, 8220 and 8221: OCP Amendment, Rezoning, and Housing Agreement: Townhouse Development at 1946-1998 Glenaire Drive

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### RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)" to amend the Official Community Plan (OCP) from "Residential Level 2: Detached Residential" (RES2) to "Residential Level 4: Transition Multifamily" (RES4) be given FIRST reading;

AND THAT the "District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)" to rezone the properties at 1946, 1958, 1970, 1984 and 1998 Glenaire Drive from "Single-Family Residential 7200 Zone" (RS3) to "Comprehensive Development Zone 100" (CD100) be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8221, 2017 (1946 – 1998 Glenaire Drive) be given FIRST reading;

AND THAT pursuant to Section 475 and Section 476 of the *Local Government Act*, additional consultation is not required beyond that already undertaken with respect to Bylaw 8219;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8219 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8219 and Bylaw 8220 be referred to a Public Hearing.

### REASON FOR REPORT:

The proposed twenty-three unit townhouse project requires Council's consideration of Bylaw 8219 to amend the Official Community Plan (OCP), Bylaw 8220 to rezone the subject properties, and Bylaw 8221 to implement the District's Strata Rental Protection Policy.



**SUMMARY:**

The applicant, PC Urban Properties, proposes to redevelop five residential lots located at 1946 -1998 Glenaire Drive to allow a twenty-three unit, three-storey townhouse project with onsite public pathway adjacent to the Capilano River.

Implementation of the project requires an OCP amendment, a rezoning, and a housing agreement. The OCP amendment would change the designation of the site from "Residential Level 2: Detached Residential" (RES2) to "Residential Level 4: Transition Multifamily" (RES4) in accordance with the "Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines" endorsed by Council in July of 2014. Bylaw 8220 rezones the site to a new "Comprehensive Development Zone 100" (CD100) and the housing agreement bylaw would prevent future rental restrictions.

The proposal is consistent with the approved "Lower Capilano Village Centre: Peripheral Area Housing Policy and Design Guidelines" and the bylaws are recommended for introduction, with the OCP amendment and rezoning bylaw being referred to Public Hearing. The housing agreement bylaw does not require a Public Hearing.

**ANALYSIS:****Site and Surrounding Area:**

The development site is located on the northwest corner of Fullerton Avenue and Glenaire Drive and consists of five single family lots currently zoned "Single-Family Residential 7200 Zone" (RS3) (see adjacent aerial map). The site is bounded by Capilano River to the north (within Capilano River Regional Park) and single family lots to the west, south and east, all eligible for future redevelopment. Woodcroft apartments are located across the Capilano River and Klahanie Park is located due west of the property. The property is located within the peripheral area of Lions Gate Village Centre (see map on next page). Neighbouring properties to the west, south and east are envisioned to redevelop in a similar townhouse or other ground oriented multi-family housing format.





## Document: 3137721



The proposal achieves the following policy objectives:

- The three-storey townhouse development, with an FSR of 1.07, is compliant with the height and maximum density provisions of the “Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines”;
- The development is located within a village centre which is envisioned for redevelopment;
- The development provides more housing options for families as all units are 3 bedroom townhouse units, which are more affordable when compared to detached single-family residential; and
- The development will form part of a more compact community which will reduce the reliance on cars and promote walking, biking and transit. As well, the site is within a short walking distance to a frequent transit corridor.

Although the above is not an exhaustive list of how this development fulfils objectives of the OCP, the overarching goal of the OCP is to concentrate 75% - 90% of future development within key centres and growth within centres will allow for protection of the natural environment, decrease car dependency, and generally promote more compact communities.

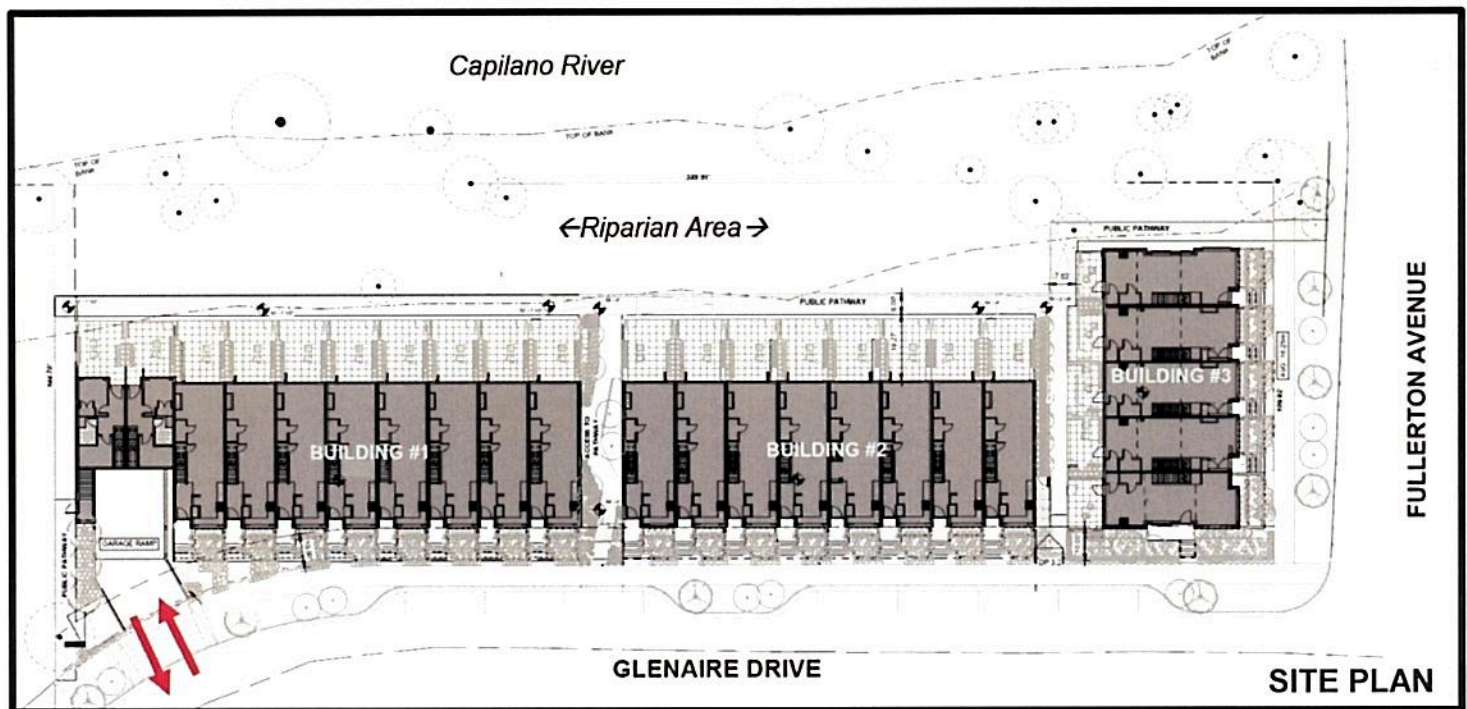
#### **PROJECT DESCRIPTION:**

The development proposal is comprised of twenty-three townhouse units in three separate buildings with an approximate floor space ratio of 1.07. Units will face towards and have entrances onto Fullerton Avenue and Glenaire Drive.

The site plan on the next page shows the general siting of the proposed buildings. Each unit is provided a rear patio space which can be accessed through the unit or by the use of the onsite public pathway at the north side of the development.







All units have three bedrooms and range in size from approximately 160 sq. m. (1,726 sq. ft.) to 216 sq. m. (2,322 sq. ft.) in floor area. A total of 46 parking stalls (which includes two visitor stalls) are proposed within a gated underground parkade accessed at the western side of the development. Forty-seven secure bicycle storage spaces are proposed within the underground parkade – a bicycle storage ratio of approximately two spaces per townhouse unit. Of the 47 bicycle storage spaces, 24 will be in the form of a shared and secured room and 23 will be within individually-secured bicycle storage lockers.



As seen in the rendered images, the development includes a traditional row house architectural expression with uniform frontages and heights to create a logical consistency to the individual units. Each of the three buildings incorporates differentiated colours, mixtures of brick and varieties of cedar shingle siding.



Each individual townhouse unit has a prominent street entrance with landscaping and weather-protected stoop.

### **Advisory Design Panel**

The development proposal was considered by the Advisory Design Panel on September 8, 2016 and the Panel recommended approval of the project subject to resolution of the Panel's comments.

Minor design revisions, responding to the Panel comments will be identified when Council considers the required Development Permit, should the OCP amendment and rezoning proceed.



### **DEVELOPMENT PERMIT AREAS:**

The site is currently within the Streamside Protection Development Permit Area. Bylaw 8219 designates the site as Development Permit Areas for the following purposes:

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

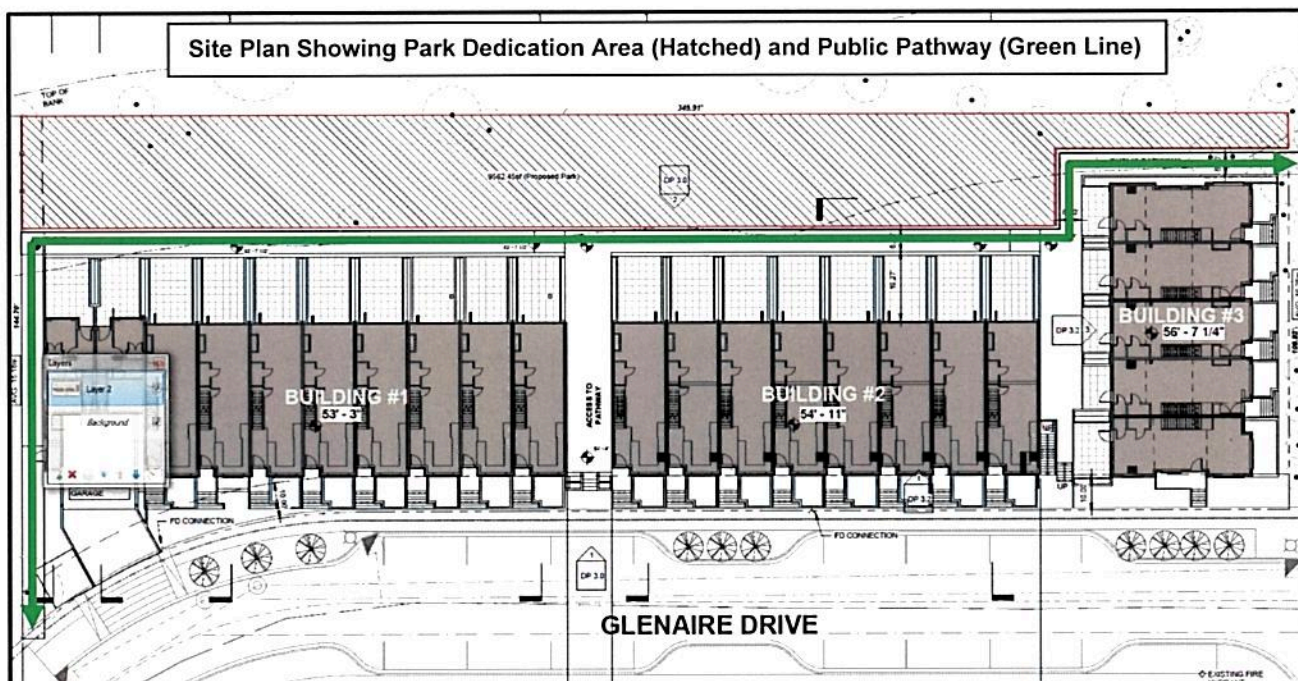
The following sections outline the objectives and compliance with the applicable Development Permit Area (DPA) guidelines:

#### ***a) Streamside Protection***

As the site is adjacent to the Capilano River, a 15 m (49.2 ft) setback from top of bank is required. The development's underground parkade encroaches marginally into the 15 m (49.2 ft) setback but overall siting allows for an increased riparian setback in select locations to offset this encroachment. According to the streamside protection assessment report submitted by the applicant's environmental consultant, the development presents no net loss of the required riparian area protection area. As part of the development, the applicant will be required to remove invasive plant species and provide enhancements and plantings to the riparian area.



The development includes dedication of a significant portion of the site as parkland (888 sq. m. or approximately 9500 sq. ft.) as shown within the red outline below. This parkland will be incorporated into the Capilano Regional Park allowing future work by Metro Vancouver Parks and the District to implement an environmentally-sensitive riverfront trail along the Capilano River. In order to comply with riparian setbacks outlined within the streamside protection provisions of the OCP, the development site is located outside the streamside protected area and maintains an average setback of 15 metres (49 ft) from the Top of Bank.



consideration at the Development Permit stage should the OCP amendment and rezoning proceed.

***b) Form and Character – Ground-Oriented Housing***

The proposal is in keeping with the OCP's "Design Guidelines for Ground-Oriented Housing" as well as the "Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines". Further details outlining the project's compliance with the Form and Character Design Guidelines will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning proceed.

**c) Energy and Water Conservation and Greenhouse Gas Emission Reduction**

Compliance with the District's Green Building Strategy is mandatory given the proposed rezoning. The development must meet the equivalent of a "Gold" standard of any certified sustainability program available in British Columbia.

Further details outlining the project's compliance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction DPA will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning proceed.

**Vehicle Parking and Bicycle Storage**

Vehicle parking is provided in a single-level underground garage with access from Glenaire Drive at the west end of the development. A total of 46 vehicle parking stalls are proposed which provides 2 stalls per unit, inclusive of two visitor stalls.

The required boulevard and sidewalk improvements will allow for two 'parking pockets' which will allow for on-street parking for approximately seven vehicles on the north side of Glenaire Drive.

Forty-Seven secure bicycle storage spaces within the underground parkade are proposed: 24 within a shared and secured room and 23 as individually-secured bicycle storage lockers.

**On-site Landscaping**

Landscaping on-site is designed to be low-maintenance and to feature native plantings. Street trees are proposed along Glenaire Drive and Fullerton Avenue in addition to the on-site trees and landscaping provided. Rear patios for each unit will utilize large paving stones, cedar privacy fencing and large landscape planters. Each rear patio will allow access to and from the onsite public pathway within the townhouse project.

**Off-site improvements**

The application includes upgrades to sidewalks, street trees, curb, gutter, and lighting along the Fullerton Avenue and Glenaire Drive frontages of the development site. The riparian area will have invasive species removed and planting enhancement provided. The developer will



be responsible for building the on-site public trail and the District will secure rights for the public pathway through a statutory right-of-way.

### **Accessibility**

As part of the development permit process, the applicant will submit a checklist which identifies how the development attains the requirements of the District's "Accessible Design Policy for Multi-Family Housing". In accordance with the policy, all units will provide "basic accessible design elements" and one unit will have "enhanced accessible design elements", such as stair lifts, to provide a higher level of accessibility.

### **Zoning**

The site is currently zoned "Single-Family Residential 7,200 Zone" (RS3). Bylaw 8220 (Attachment B) proposes to rezone the site and create a new "Comprehensive Development Zone 100" (CD100) to accommodate the proposed twenty-three unit townhouse development.

This new zone:

- establishes ground-oriented multiple family residential use as a permitted use;
- limits the number of units to 23;
- limits the FSR to a maximum of 1.07;
- establishes a maximum building height of 13.2 m (43.5 ft);
- sets building coverage at a maximum of 49%;
- sets site coverage at a maximum of 51%;
- establishes acoustic performance requirements;
- requires the provision of 46 parking stalls;
- establishes a minimum drive aisle width; and
- establishes the following building setbacks
  - Front Setback (Glenaire Drive): 3.05 metres (10 ft);
  - West Side Yard Setback: 1.83 metres (6 ft);
  - East Side Yard Setback (Fullerton Avenue): 3.05 metres (10 ft); and
  - Rear Yard Setback: 7.31 m (24 ft) except for proposed Building 3 which would have a setback of 2.44 m (8 ft).

### **Acoustic Regulations**

The proposed CD100 zone includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units where units front a roadway.

### **Strata Rental Protection Policy**

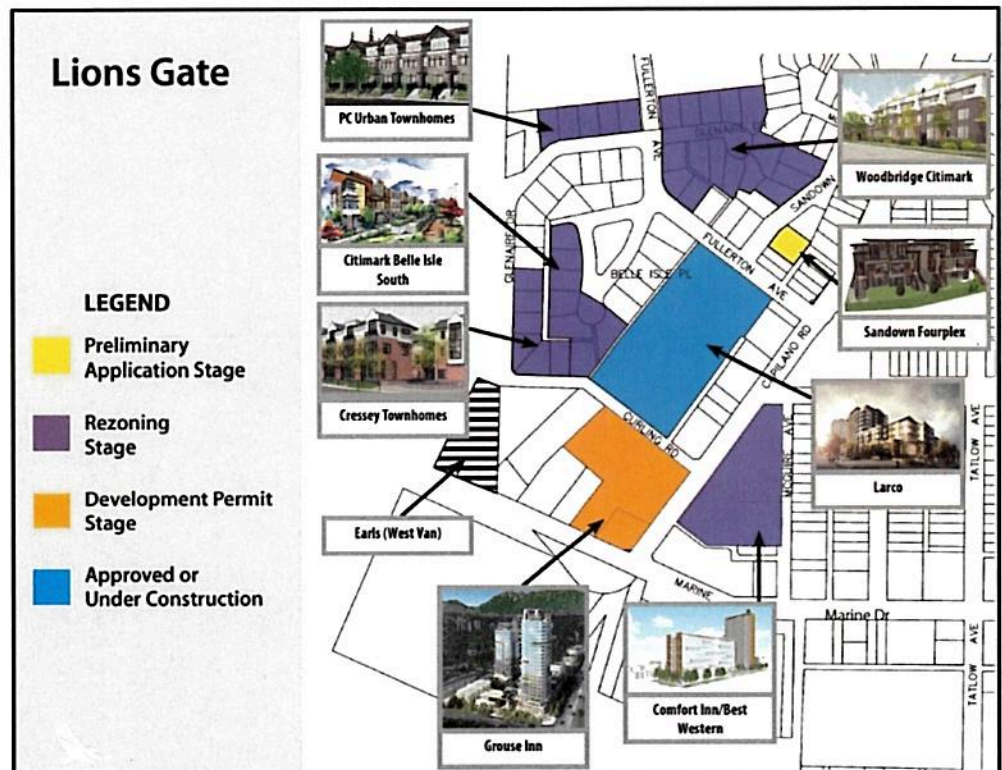
Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners

from renting their units. Bylaw 8221 (Attachment C) authorizes a Housing Agreement to implement this policy.

### **Construction Traffic Management Plan (CTMP)**

The adjacent map indicates the development site in relation to other approved construction projects and potential development projects in the area.

In order to reduce the development's impact on pedestrian and vehicular movements in the area, the applicant in conjunction with the other developers in the area, has submitted a comprehensive and coordinated Construction Traffic Management Plan (CTMP).



The following outlines the primary components of the Construction Traffic Management Plan (CTMP) for the Lions Gate peripheral area:

#### **Construction Traffic Management Coordinator:**

From demolition to completion, one coordinator will be appointed by the four area developers (PC Urban, Cressey, Citimark and Woodbridge Properties) to coordinate all construction traffic for the Lions Gate Village Centre area. If multiple developments are approved in the area, this coordinator would be expected to treat the Lions Gate peripheral area as a single construction project, rather than separate projects.

The construction traffic management coordinator will be required to meet with District staff bi-weekly in order to provide updates to the District and to discuss and resolve any improvements/complications that arise.

The benefits of a single coordinator are outlined below:

- ***Communication***

The District of North Vancouver (and developers) will receive single-source, regular, professional and transparent communication about site-wide activities, rather than

multiple separate reports that may not be as inclusive as necessary for the Lions Gate Village Centre area. Community notices, signs and website are some of the tools anticipated to be used to ensure good neighbourhood communication.

- *Coordination*

All construction activities (phases of construction, deliveries, major on-site activities, etc.) will be coordinated centrally, rather than having individual contractors needing to coordinate or compete with one another.

- *Accountability*

There will be a single point of accountability for the entire area if there are any logistical or scheduling issues.

*Miscellaneous:*

In addition to a coordinated approach to construction management, the following elements will form part of the construction management approach for the Lions Gate peripheral area:

- A. Three traffic cameras will be provided at key intersections in the area to assist with real time monitoring and enforcement of traffic movements in the area. After completion of all construction, these traffic cameras would be owned and operated by the District; and
- B. Each development site is required to provide a \$100,000 "Construction Traffic Management" deposit with the deposit used to cover any enforcement ticketing from the District. The deposit creates a financial incentive for the developer (and CTMP coordinator) to ensure efficient traffic flows, enforcement of parking and construction vehicle routing in the area; and
- C. Any use of District road (typically for concrete pumping trucks during foundation construction) requires a Highway Use Permit issued by the District to offer further District control over the sequencing of construction.

In summary, the construction traffic management plan will:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.



**Vehicle Traffic Generation & Follow-up Report:**

The developer's transportation consultant has submitted a traffic analysis report which identifies the potential traffic generated from the development and in the area. Utilizing background traffic data, the report forecasts surrounding traffic in the area for the years 2019 and 2030. The report provides a comprehensive review of the Lions Gate Village Centre Area and provides estimations of traffic generation with assumed densities as outlined in the OCP and peripheral area policy.

The subject townhouse development is forecast to generate approximately 11 vehicle trips in the "AM Peak Hour" and 13 vehicle trips in the "PM Peak Hour". By contrast, the five existing single-family lots would generate approximately 5 vehicle trips in the "PM Peak Hour", for a net increase of 8 vehicle trips in the PM Peak Hour.

The developer will be required to provide a post-development traffic and parking analysis (after 6 months of the development being fully-occupied) in order to review the traffic movements in the area and to analyse the use of on-site parking. The post-development traffic and parking analysis report will afford the District improved information on vehicle movements in the area, on-site and on-street parking demand, as well as use of on-site bicycle parking facilities.

The District's Transportation Department has reviewed the submitted traffic analysis report and finds that the development will not unduly affect traffic within the Lions Gate Village Centre area and supports the requirement for a post-development traffic and parking analysis report.

**Public Input:**

The applicant held a facilitated Public Information Meeting (PIM) on October 18, 2016 and the meeting was attended by approximately 51 members of the public. A copy of the PIM "summary report" from the meeting's facilitator is attached as Attachment D. Comments submitted included the following primary topics:

- increased traffic on the North Shore generally;
- construction traffic management and timing concerns;
- support for a riverfront trail;
- cost of housing within the development; and
- accessibility of the units.

**COMMUNITY AMENITY CONTRIBUTIONS:**

As the subject property requires rezoning, a community amenity contribution (CAC) has been calculated in the amount of \$121,581.00 in accordance with District CAC policy at the date of application. The CD100 zone specifies this amount in order to achieve the maximum density of 1.07 FSR and outlines projects to which the CAC may be applied, including park, trail, environmental, public art or other public realm improvements municipal or recreation service or facility improvements (in the Lions Gate Village Centre area) and/or affordable housing.

**AFFORDABLE HOUSING:**

In accordance with the District's Rental and Affordable Housing Strategy, the development will expand the supply and diversity of housing in the Lions Gate Village Centre. As stated within the strategy, "Increased supply of housing in centres will add diverse multi-family housing choices (type, tenure, unit sizes etc.) for District residents, and encourage competitive pricing for homes".

The developer will be providing a CAC which could be used toward affordable housing objectives in accordance with the Rental and Affordable Housing Strategy.

**CONCURRENCE:**

Staff:

The project has been reviewed by Building, Parks, Engineering and Transportation, Urban Design Planning, Real Estate and Properties, Public Art and Fire Prevention staff and staff's recommendations, throughout the development process have been incorporated, to improve the development.

Metro Vancouver Parks:

Metro Vancouver Parks staff has been working with District staff to coordinate the intergovernmental requirements to implement an environmentally-sensitive trail adjacent to the Capilano River. Generally, Metro Vancouver Parks is supportive of the development proposal as the land dedicated to the Capilano River Regional Park is a unique opportunity to gain the extension of the riverfront trail along the Capilano River. Metro Vancouver Parks will ultimately own the parkland and potential future trail, and would be responsible for the ongoing maintenance of the trail.

School District 44 (SD44):

SD44 is currently reviewing the District's OCP and the projected densities throughout the District. School and District staff recently identified that this family-oriented townhouse proposal does not adversely affect their interests.

Norgate Community Elementary School and Capilano Elementary School are each within approximately 1.2 kilometres of the Lions Gate Village peripheral area and the development site, and can accommodate the students anticipated from the development.

**CONCLUSION:**

The OCP amendment and rezoning proposal for a twenty-three unit townhouse development is in conformity with the "Lower Capilano Village Centre: Peripheral Area Housing Policy & Design Guidelines", applicable development permit guidelines, and the general housing objectives for the Lions Gate Village Centre area. The proposal creates a choice of housing suitable for families within a compact community which encourages walking, biking, and use of transit. Bylaws 8219, 8220, and 8221 are ready for Council consideration.



**OPTIONS:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8219, 8220, and 8221 and refer Bylaw 8219 and 8220 to a Public Hearing (staff recommendation); or
2. Defeat the bylaws at First Reading.



Erik Wilhelm  
Development Planner

**Attachments:**

- A. Bylaw 8219 – OCP Amendment Bylaw
- B. Bylaw 8220 – Rezoning Bylaw
- C. Bylaw 8186 – Housing Agreement Bylaw
- D. Public Information Meeting – Facilitator Summary Report

REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:
<input type="checkbox"/> Sustainable Community Development	<input type="checkbox"/> Clerk's Office	External Agencies:	Advisory Committees:
<input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Library Board	<input checked="" type="checkbox"/> ADP
<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 checked="" type="checkbox"/> Parks & Environment	<input checked="" 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 8219

A bylaw to amend The District of North Vancouver Official Community Plan Bylaw 7900, 2011

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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 Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8219, 2017 (Amendment 23)".

#### 2. Amendments

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 2: Detached Residential" (RES2) to "Residential Level 4: Transition Multifamily" (RES4);
- b) Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Development Permit Area for Form and Character of Commercial, Industrial and Multifamily Development; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as a Development Permit Area for Energy and Water Conservation and Greenhouse Gas Reduction.

**READ** a first time by a majority of all Council members.

**PUBLIC HEARING** held

**READ** a second time by a majority of all Council members.

**READ** a third time by a majority of all Council members.

**ADOPTED** by a majority of all Council members.

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Mayor

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Municipal Clerk

Certified a true copy

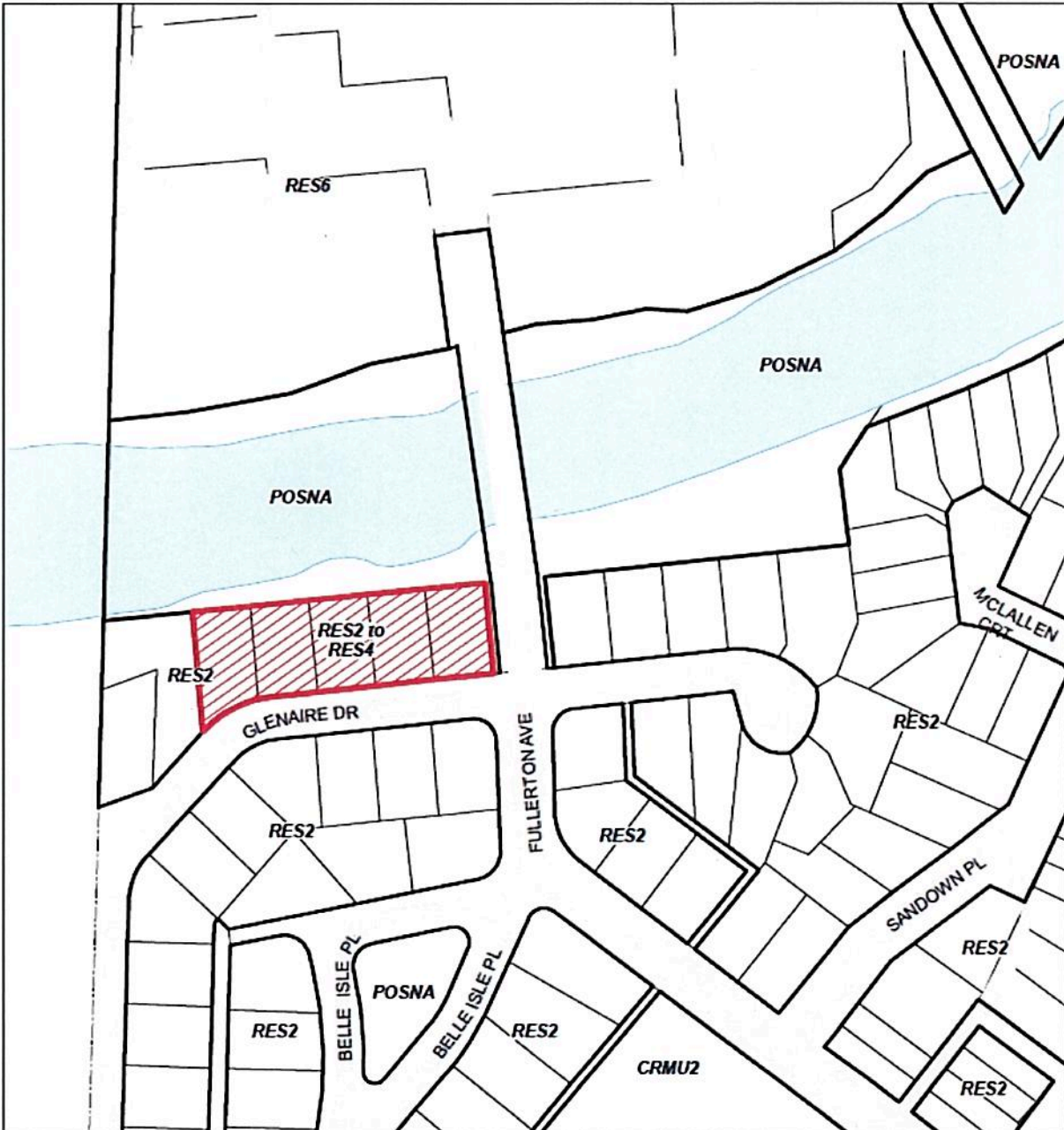
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Municipal Clerk

Schedule A to Bylaw 8219

**BYLAW 8219**

The District of North Vancouver Official Community Plan Bylaw 7900, 2011,  
Amendment Bylaw 8219, 2017 (Amendment 23)



**Map 2** Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 4: Transition Multifamily



## Schedule B to Bylaw 8219

### BYLAW 8219

The District of North Vancouver Official Community Plan Bylaw 7900, 2011,  
Amendment Bylaw 8219, 2017 (Amendment 23)



Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area

Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area





# The Corporation of the District of North Vancouver

## Bylaw 8220

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

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

### 1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220)".

### 2. Amendments

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

Section 301(2) by inserting the following zoning designation in numeric sequence:

"Comprehensive Development Zone CD100"

2.2 Part 4B by inserting the following:

**"4B100 Comprehensive Development Zone 100 (CD100)"**

#### **4B100-1 Intent:**

The purpose of the CD100 zone is to establish specific land use and development regulations for a 23 unit townhouse development.

#### **4B100-2 Uses:**

The following *principal uses* are permitted in the Comprehensive Development 100 Zone:

#### **(a) Uses Permitted without Conditions:**

(i) Residential building, multifamily townhouse

For the purposes of this CD100 Zone, "Residential building, multifamily townhouse" means a building having not more than three residential storeys and consisting of two or more dwelling units with individual, exterior access to grade above an underground parkade.

**(b) Conditional Uses**

Not applicable

**4B100-3 Conditions of Use:**

Not applicable

**4B100-4 Accessory Use:**

- (a) *Accessory uses* are permitted and are limited to:
- (i) Home occupations in accordance with the regulations in Section 405 of this Bylaw

**4B100-5 Density:**

- (a) The maximum permitted density in the CD100 Zone is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 5 units, inclusive of any density bonus for energy performance; and
- (b) For the purposes of calculating floor space ratio, the area of underground parking garages, which includes: drive aisles, electrical/mechanical rooms, garbage and recycling collection areas, bicycle storage areas, and general storage areas is exempted.

**4B100-6 Amenities:**

Despite subsection 4B100-5, density in the CD100 Zone is increased to a maximum floor space of 3,926 m<sup>2</sup> (42,257 sq. ft.) and a maximum number of 23 units, inclusive of any density bonus for energy performance, if the owner:

1. Contributes \$121,581 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements within the Lions Gate Village Centre area, and/or affordable housing; and
2. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

**4B100-7 Maximum Principal Building Size:**

Not applicable.



**4B100-8 Setbacks:**

- (a) Buildings must be set back from property lines to the closest building face, excluding any partially exposed underground parking structure and upper floor encroachments not to exceed 0.6 m (2.0 ft) in depth, in accordance with the following regulations:

Location	Minimum Required Setback
Front Yard (from Glenaire Drive)	3.05 m (10 ft)
Rear Yard	7.31 m (24 ft) except in the easterly 19.5 m (64 feet) of the property where the required setback may be reduced to 2.44 m (8 ft)
West Side Yard	1.83 m (6 ft)
East Side Yard (from Fullerton Avenue)	3.05 m (10 ft)

**4B100-9 Building Orientation:**

Not applicable.

**4B100-10 Building Depth and Width:**

Not applicable.

**4B100-11 Coverage:**

- a) Maximum permitted Building Coverage is 49%
- b) Maximum permitted Site Coverage is 51%.

**4B100-12 Height:**

- a) Maximum permitted Height is 13.2 meters (43.3 ft).

**4B100-13 Acoustic Requirements:**

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

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

#### **4B100-14 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; and
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or fencing in accordance with an approved landscape plan.

#### **4B100-15 Subdivision Requirements**

Within the CD100 zone, the Minimum Lot Area must be at least 2,601 sq. m. (27,997 sq. ft.).

#### **4B100-16 Additional Accessory Structure Regulations**

Not applicable.

#### **4B100-17 Parking and Loading Regulations:**

- (a) Parking shall be provided at a ratio of 2 parking spaces per unit inclusive of designated parking spaces for visitors and parking spaces for persons with disabilities;
  - (b) Vehicular drive aisles shall be no less than 6.88 m (22.6 ft) wide;
  - (c) A minimum of 47 Class 1 bicycle parking spaces (secured within a shared bike storage area or individual bicycle storage areas) shall be provided;
- 2.2 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted as "site" from Residential Single Family Residential 7200 Zone (RS3) to Comprehensive Development 100 Zone (CD100)."

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1350 (Bylaw 8220)" as at Third Reading

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

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

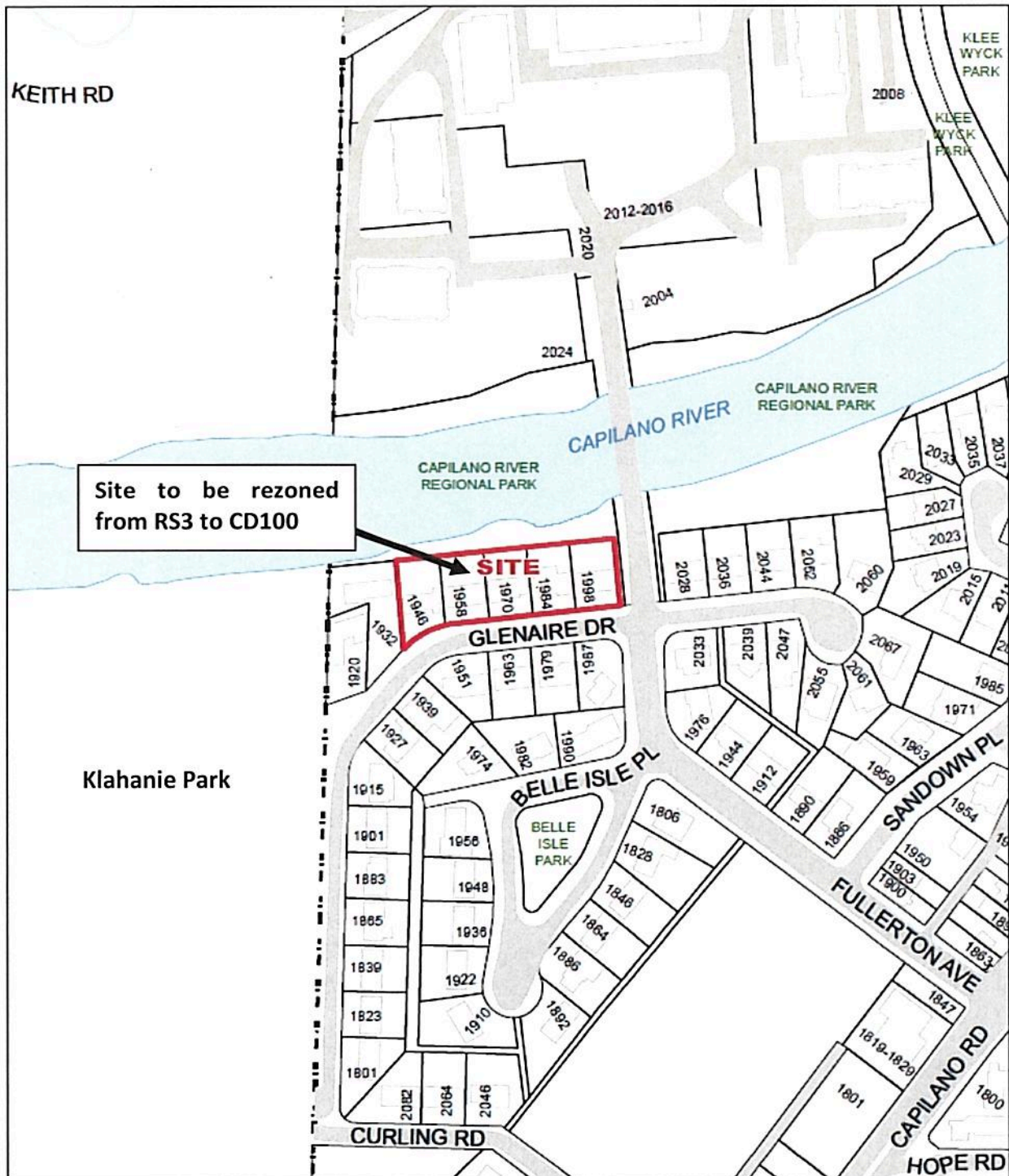
\_\_\_\_\_  
Mayor

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

Certified a true copy

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

## Schedule A to Bylaw 8220



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

### **Bylaw 8221**

A bylaw to enter into a Housing Agreement (1946 – 1998 Glenaire Drive)

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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 "Housing Agreement Bylaw 8221, 2017 (1946 – 1998 Glenaire 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 1998 Glenaire Holdings Ltd., Inc. No. BC1054719 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) 009-870-253 Lot 2 Block 16 District Lot 764 Plan 8967
- b) 009-870-261 Lot 3 Block 16 District Lot 764 Plan 8967
- c) 009-870-270 Lot 4 Block 16 District Lot 764 Plan 8967
- d) 009-870-296 Lot 5 Block 16 District Lot 764 Plan 8967
- e) 009-870-300 Lot 6 Block 16 District Lot 764 Plan 8967

#### **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

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Municipal Clerk



Certified a true copy

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Municipal Clerk

## Schedule A to Bylaw 8221

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**1998 GLENAIRE HOLDINGS LTD.** (Inc. No. BC1054719), 880 – 1090 West Georgia Street,  
Vancouver, BC V6E 3V7

(the “Developer”)

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality  
incorporated under the *Local Government Act*, RSBC 2015, c.1 and having its office at  
355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)

WHEREAS:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Developer hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) "*Development Permit*" means development permit No. \_\_\_\_\_ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (e) "*Short Term Rentals*" means any rental of a Unit for any period less than 30 days;
- (f) "*Strata Corporation*" means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (g) "*Unit*" means a residential dwelling strata unit in the Proposed Development; and
- (h) "*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 8221 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a rental disclosure statement in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and

- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than Short Term Rentals) shall have no force or effect.

3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any Strata Corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

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*.



### 3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 1350 (Bylaw 8220), is not adopted by the District's Council before September 30<sup>th</sup>, 2017 , the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

## 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 30 days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

### 4.02 Costs

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

### 4.03 Damages an Inadequate Remedy

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

### 4.04 Equitable Remedies

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

### 4.05 No Penalty or Forfeiture

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

### 4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific

performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

## **5. LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **6. GENERAL PROVISIONS**

### **6.01 District's Power Unaffected**

Nothing in this Agreement:

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

#### 6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

#### 6.03 Agreement Runs With the Lands

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

#### 6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

#### 6.05 Priority of This Agreement

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

#### 6.06 Agreement to Have Effect as Deed

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

#### 6.07 Waiver

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

breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

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 and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

**7. INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8221.

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.

### GRANT OF PRIORITY

WHEREAS \_\_\_\_\_ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) \_\_\_\_\_ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

**ROCKANDEL&ASSOCIATES**

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

**PUBLIC INFORMATION MEETING REPORT**

**To:** Robert Cadez, PC Urban Properties Corp. E: rcadez@pcurban.ca  
Erik Wilhelm, Planner, District of North Vancouver. E: ewilhelm@dnv.org

**From:** Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates  
Tel: 1-604-898-4614 E: cat@growpartnerships.com

**Re:** Public Information Meeting Summary for PC Urban 1900 Block Glenaire Drive Project

**Date:** October 25, 2016

**Event Date:** Tuesday, October 18, 2016  
**Time:** 6:00 PM – 8:30 PM  
**Location:** Grouse Inn, 1633 Capilano Road, North Vancouver  
**Attendees:** Fifty-one (51) members of the public

**Notification**

Flyer Invitation

Invitation packages were distributed to residents within a 75-metre radius of the site.

Site Signs

There was one standard PIM signs erected on the site during the week of October 3<sup>rd</sup>, 2016 notifying the community of the meeting as per District of North Vancouver requirements.

Newspaper Advertisement

Two (2) advertisements were placed in the North Shore News, on October 10<sup>th</sup> & 12, 2016

**Attendees:** (51) people signed in for the Public Information Meeting. In addition, the following project team members, and District of North Vancouver staff were in attendance.

**District of North Vancouver**

Erik Wilhelm, Planner, District of North Vancouver

**Project Team**

Developer: Robert Cadez, PC Urban

**Project Consultants**

Architecture: Tom Grimwood, Grimwood Architecture

Landscape Architecture: Daryl Tyackle, ETA Landscape Architecture

Transportation Engineers: Daniel Fung, Bunt & Associates

**Facilitator**

Catherine Rockandel, Rockandel & Associates



## PRESENTATION SUMMARY

Robert Cadez, PC Urban Properties Corp. provided an overview of the development proposal to construct three 3-storey townhouse buildings on the north side of the 1900 block of Glenaire Drive, near the corner of Glenaire Drive and Fullerton Avenue. The proposal is for 23 residential units, which will include 21 three bedroom and den units and 2 three bedroom units, each with private front and rear yards and immediate access to the Capilano River walking path. The site will be accessed from a driveway ramp off of Glenaire Drive. Parking will be located in an underground parking garage. There will be 44 parking spaces provided for the residents along with 2 visitor parking spaces. The proposal includes restoration of the natural riparian bank and public walking path along the Capilano River.

### PUBLIC COMMENT: Q & A (Index: Q: Questions C: Comment A: Answers)

- Q1** Is there any more information about the timetable, construction duration, etc.?
- A1** That is a good questions and I wish I could answer with more clarity but we are kind of at the mercy of our approval process. We would like to be in the ground sometime this summer 2017 and construction on this type of product would be about 13 months on the safe side.
- Q2** Will the units have a view of the river?
- A2** There will be some views but the vegetation is quit heavy right now so there is some blocking of the view. Some of the trees will be thinned, as some of them are quite dangerous. A lot of the new planting will be much lower so there will be views from the back of the unit. We are providing views of the river to the single-family homes that didn't previously have one.
- Q3** What kind of facility do you plan to have inside the unit to take care of physically challenged people since there are four levels for a person to negotiate on a daily basis? Do you have any ideas on square foot cost?
- A3** Right now it is very premature to actually answer that question in terms of cost. Right now we are looking at homes over a million dollars given the square footage we have. It is hard to say how much the cost is per square foot but possibly \$700-\$750 in that area would be a good estimate. There is some opportunity in some of these units to possibly put in a residential lift. The stairs are wide enough to have a chair lift and meet accessibility requirement in terms of width. Traditionally speaking townhouses are not a great product for accessibility. We have 23 units that are in a style that is not conducive to that but there are solutions for it. There are other developments in the area that are ground level
- Q4** Do you have charging stations in your garage or do you have solar power?
- A4** Right now there isn't anything on the table as far as charging stations but that is actually a very easy thing to install. A lot of developments in Vancouver are installing the wiring

for it. It does require 220 voltage in certain cases and that is something to be determined down the road as we start to look at the Hydro supply for the area. Solar power hasn't been contemplated but the roof itself is orientated in a north south orientation so there may be possibilities for that. The District is looking into a district energy system for the area but it is in its infancy stages. There is discussion on whether this would be implemented here or not.

- Q5 In regards to views of the river, is there opportunity to have upper floor balconies to provide a view to the river
- A5 We thought of that in terms of our design but what we ended up with a design that provides a very deep back yard, which we believe provides a more direct connection to the river.
- Q6 This looks very reasonable compared to some of the other development proposals we have seen so far. We are concerned about mitigating flow through traffic from Fullerton over to Curling if we open up Glenaire. Ideally we would like to keep it closed, is that feasible? Certainly for construction it makes sense to open it up. We are very concerned about it staying open.
- A6 That will definitely be opened up for construction. It is going to be opened up according to planning for future connectivity. There is also a road that is going to be put in the new development below it. That is going to be opened to try to deal with some of the density in the neighbourhood instead of one way to get in and out of the neighbourhood.
- (Erik Wilhelm) I am not a traffic engineer but from the plans I have seen from the consultants and the traffic department, there are plans to open up that connection to Glenaire onto Curling
- Q7 In regards to our sewage system, has there been any assessment of the capacity to accommodate all of these developments because from time to time it backs up?
- A7 There is plans to upgrade all the water, sewer, sanitary, roads, everything in the neighbourhood and that negotiation is going on between the developers throughout the entire area and the district as well. There will be an upgrade to the system, the questions is just how much the upgrade is.
- Q8 Can you please indicate on the presentation slide where the additional parking is going to be?
- A8 From the 15-meter set back almost to the property line is where the parkade is situated and all the parking is there.
- Q9 I am concerned about the traffic on Capilano Road. It already goes all the way to upper levels highway in the morning. And there are other developments that will add traffic.
- A9 (Daniel Fung) This development will add about ten vehicles per hour, that equates to about one every six minutes. This individual development is not going to change a lot. However, you are correct that there will be change with all the developments planned in the area. The current south bound traffic and left turn movement is currently one lane,



that is going to be changed to a separate through lane and separate left turn which will add a bit of capacity. The Fullerton, Curling and Marine Drive intersections are now coordinated. All these things are happening at the same time.

**Q10** I see there is a three storey street wall. Is there any opportunity to step that back and not make it overwhelm the street so much?

**A10** In terms of the street wall, the project has been designed already to the minimums, with having to dedicate a path as well it doesn't leave much room. We are developing well under what we are able to. What we have tried to do is to keep the roof forms as low as they can. We are not at full height at the walls on the third floor and we are trying to sloop the roof so that the light at certain angles of the day will get past the building much easier.

**Q11** My questions are about traffic during the construction phase and may not apply to this particular development. We were told at another development meeting by both the District and the developer that all construction access would be by Curling Road, and now a lot of it is going through Fullerton. I contacted the District to point this out and the response I got was "Oh we changed our mind". In other words they didn't care at all about that. There is definitely congestion happening, you can't get through Fullerton at various times of the day from rush hour in the morning to right through at night. You have to plan on delays because you can't be sure you are going to get through. So where is the construction traffic going to happen for this development? How can we trust anything that is said in these public forums if what can happen is that the District says "Oh we changed our minds"?

**A11** I can't speak about the other developments and what issues they have, all I can speak to is our development and maybe a little to the other developers that are in the room with us tonight. One of the things that we have done is banded together to do a construction management plan. The plan has been put together by looking at all of our schedules; when concrete pours might be, construction loading, trucks coming for concrete and also for excavation and looking at the timing of the projects. At this point it is a best guess. I said I would like to start in June but it might be September or it might be March, so all those things change. The only thing I can say standing here right now is that the effort has been put in and that we have been working with the District, but things can change. The plan right now is to open up the Glenaire to Curling so that we can have a one directional flow of traffic and have the trucks staged off site so we don't have trucks waiting off Fullerton. We are also considering, on our site specifically, not doing a concrete pour for the top of our parkade but actually doing the whole thing in precast panels, which would allow us to do the suspended slab in a week as opposed to two months. That would bring down our schedule as well as alleviate some of the traffic.

**Q12** Downtown prices range from about \$1,200 to \$1,900, you are talking about \$750. Are you compromising anything?

**A12** No, it is a different type of building. There are things that we consider when we do a development and one of them is price point. If we were to charge \$2,000 a square foot

for 2,000 square feet, they would be \$4 million dollar units and I don't think that is reasonable to ask. In terms of looking at apartment development, there is much more efficiencies in terms of what you get out of your unit as well. You don't have stairs to deal with, you have a different type of construction and price per square foot is determined per area. I can't compare what we are doing here to what is going on downtown or West Vancouver that is over \$2,000 a square foot. There are views at play. There are neighbourhood considerations. If you are building on the Cambie corridor, there are amenities that we don't have here. Pricing is based on what area you are in and what amenities you have.

**Q13** How will the price be reflected in the finishing of the interior?

**A13** We are looking at a higher end finishing for our units. We are working with interior designers to provide an elegant finish. With this type of product and price point, we are not an investor product we are more of an end user product. We are hoping to see some downsizers and maybe some young families in here so we want to cater to that market. That is where the decisions come from.

**Q14** Have you ever considered elevators in the units given accessibility?

**A14** We did consider that, as I mentioned before, it compromises the plan a little bit. So you would be giving up a washroom and some space probably for closets. If done early on in the process, it is something that can be incorporated. There are only specific units that you could do that in. There is the intent that if we had someone come in early on that maybe we could re configure a unit or two.

**Q15** This is more a question for the District. How many units do we now have in the whole area that are slated to be built? There are six new construction sites so, what are we looking at now and what is the proposal? How many units will there be?

**A15** (Erik Wilhelm) Currently there are a number of preliminary development applications and detailed applications that are moving forward. There are approximately 300 town house units being proposed, again none of those have been approved by Council, but that is what I am aware of at this time.

**Q16** I presume that all the home owners in the area where you are going to locate in have sold their properties, is that correct? Are you coordinating with all the other developers?

**A16** I can't speak for any of the other developers but we own all the houses where our development will be. I can tell you that all the developers are in the room tonight and we are working together on a variety of things. I can tell you that as a group, the entire area is working together to solve those issues and work on construction and servicing of the area.

**C17** I live at Woodcroft and my big concern is that we are going to get so trapped in by construction because there is no other access on Fullerton.



PC Urban 1900 Block Glenaire Drive Project Public Information Meeting Summary  
October 18, 2016

- A17 Construction is just that and there is going to be a lot of activity and I can't say that we aren't going to block traffic at certain times of the day. We are working on a plan that during peak hours we are mitigating the amount of traffic coming through but there are certain times you can't do anything about. For instance pouring concrete, it needs to happen in the morning so it is done by the end of the day. If we stop during certain hours it increases the schedule by 4-6 months and you end up with a longer construction period. A plan has been submitted to the district and they have looked at it and will hold us accountable to it.
- Q18 In regards to the public footpath between your property and the river, from where to where does it go? It looks like it comes from our Woodcroft bridge, which is private property, and I don't think that you should just assume you can use private property, unless you are going to go under the bridge in which case we have no problem.
- A18 The intent of the path is to enjoy the view of the river not a connection to go across Fullerton that I know of.
- Q19 You said it would take about 13 months for the completion of the project, is that working Monday to Friday or do you plan on doing construction on Saturday, Sundays and holidays as well?
- A19 All of our construction is in bylaw hours and at this point we are expecting to do Monday to Fridays with a few Saturday with exceptions for bad weather or pours that need to be done at a certain time. There should be no work generally on Saturdays and probably not at all on Sundays.
- Q20 You mentioned 300 town house units. I am wondering how many high-rise units?
- A20 Within the peripheral area there are no high rises. The maximum densities for the largest of lots is 1.2 FSR and 3 storey townhouses
- Q21 Don't you think with such concentration and building in a really small area that this will make more pollution and more traffic? Are all of these three stories or are some of them more than three stories?
- A21 All of the units are three stories. In terms of scale, these are five single-family lots right now, we are putting in 23 units. If you look at the construction of the old houses, their energy systems in terms of how they are heated, the new technology just in heat alone using high efficiency boilers is quite a lot less energy in terms of what is being used by the homes in the area right now. The footprint, by using more of the land mass you actually are greener so to speak because you are concentrating housing on the land mass there.
- Q22 A question for the District, why has this whole area not been bought as a park?
- A22 (Erik Wilhelm) I don't have the answer as it would be Council, but I do think it would probably come down to money.
- Q23 My question is to the District. I am afraid that with the 300 units, all of the population density and congestion with these new builds is going to reduce the value of the rest of

the properties. I see on the Internet that you only have two visitors parking so I am concerned about the people living in the area. Is the District going to change the zoning of the other properties or only for the developers here?

- A23 (Erik Wilhelm) For every application that is coming forward, I alluded to 300 units I am aware of, every single development will require their own individualized official community plan amendment, rezoning and development permits. It is not a foregone conclusion. Everything needs to be approved by Council.
- Q24 It looks like a good plan as they are preserving a lot of the greenway along the river. It is a concern though because Capilano River is a watershed river and I don't know how many trees will actually be removed. We have a lot of beautiful trees in that area that we would like to be preserved. It is a beautiful design though and I quite like it.
- A24 I can speak to the trees, we are at retention of close to 50% of the trees and most of them are the large trees. The ones that are designated to come down are ill or in danger of coming down with construction or erosion of the bank. It is in our best interest to save as many trees as possible because of the stabilization of the bank and we will make every effort to do that.
- Q25 You mentioned the full development was three stories. I thought the District requirement was adjacent to single-family homes you had to do two storey?
- A25 (Erik Wilhelm) The peripheral housing policy does have design guidelines and there is a guideline that talks about stepping down, it would be applicable to the development to the west
- Q26 The setback is almost like sanctified holy ground. What is going to prevent the public from entering onto the setback and possibly creating a noise hazard for those people that are going to be living there?
- A26 The simple answer is nothing. The area actually has a fence that is protecting it along the edge and the planting is supposed to be fairly dense so it is not an area that you are going to be setting up blankets and having picnics or anything like that. It is designed to be a protected area in its natural habitat. That being said, you can't stop anybody from climbing fences or running through things that they are not supposed to. What we can do is design to the best way we can to discourage that.
- Q27 I think this is really for the District. I have been to several of these meetings and every single one I come to, the gentleman in charge of traffic says we have done the study and this will only put six cars per hour onto Capilano Road. Capilano Road is going to be extended on the corner but the problem is the Lions Gate Bridge and there is no way that is going to be expanded. We have a huge development going in at Edgemont Village and I just don't understand. All of the other developments will be putting another eight cars per hour onto the road. I want to know Mr. District, what will be the total number of cars going onto Capilano Road from all of the new developments when they are built?



PC Urban 1900 Block Glenaire Drive Project Public Information Meeting Summary  
October 18, 2016

A27 (Erik Wilhelm) I am not a traffic engineer but this development has submitted a traffic impact study and it hasn't just taken into account this development it takes in all future development and densities in there.

(Daniel Fung) For traffic analysis actually what we did was look at the peripheral area, the 300 units that have been talked about including the Larco development as well as the Grouse Inn development that is planned. Basically the access points would be Fullerton, Curling and Marine Drive. Looking at the change in traffic in total, basically there will be marginal change. With the improvements and Curling having a signal, this is going to help vehicles coming out of Curling have better access to Capilano Road. The planning that has been done by the District for the south-bound movement on Marine Drive and Capilano Road will not decrease traffic on the Lions Gate Bridge. There will be a marginal increase.

Q28 We are skirting around the car capacity in this development as we are in the other developments. Why two cars per unit in an age where we are promoting public transportation?

A28 That is a very good question. In terms of my development, given the size of the units and the demographic that we are looking at with young families we thought two cars were needed. Any units that don't take the second parking spot would be contributing to the visitor parking.

PC Urban 1900 Block Glenaire Drive Project Public Information Meeting Summary  
October 18, 2016

**APPENDIX**

**Applicants Flyer: Page One**

Meeting Agenda:

Doors Open: 6:00 pm

Open House Discussion: 7:00 – 8:30 pm

Presentation: 7:30 pm – 7:45 pm

For Further Information please contact:

Robert Cadez      PC Urban Properties Corp.  
604-282-6030

Erik Wilhelm      District of North Vancouver,  
604-990-2360      Planning Department

Notice of a  
Public Information Meeting  
In Your Neighbourhood

PC Urban Properties Corp. is hosting a Public Information Meeting to present the development proposal for a 23-unit townhouse project at 1900 Block of Glenaire Drive.

This information package is being distributed to the owners and occupants within 75 metres of the proposed development site in accordance with District of North Vancouver policy.

**Meeting Time and Location:**

**Tuesday, October 18, 2016**

**6:00 – 8:30 pm**

**Grouse Inn Meeting Room**

**1633 Capilano Road**

**Applicants Flyer: Page Two**

**The Proposal:**

PC Urban Properties Corp. proposes to construct three 3-storey townhouse buildings on the north side of the 1900 block of Glenaire Drive, at the corner of Glenaire Drive and Fullerton Avenue.

The proposal is for 23 rowhomes, which will include 21 three-bedroom and den homes and two three-bedroom homes. Each will have private front and rear yards and immediate access to a Capilano River walking path.

Access to the development will be from a driveway ramp off of Glenaire Drive. Parking will be located in an underground parking garage. There will be 44 parking spaces provided for the residents along with 2 visitor parking spaces.

The proposal includes restoring the natural riparian bank along the Capilano River and providing a public walking path adjacent to the Riparian Area.





Appendix: Newspaper Advertisement

## PUBLIC INFORMATION MEETING

A redevelopment is being proposed for 1946–1998 Glenaire Drive, to construct 23 residential townhouses. You are invited to a meeting to discuss the project.

**Date:** Tuesday, October 18, 2016  
**Time:** 6:00 – 8:30 p.m.  
**Location:** Grouse Inn Meeting Room,  
1633 Capilano Road, North Vancouver

The applicant proposes to rezone the site from single-family zoning to a comprehensive development zone, to permit a 23-unit, three storey, ground oriented townhouse project. Each home is between 1,700 and 2,300 square feet in size and includes two underground parking stalls per home.

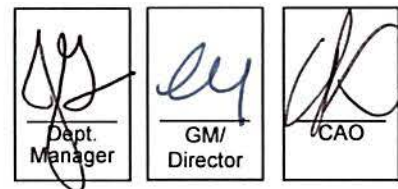


Notification flyers are being distributed to residents throughout the Lions Gate towncentre and peripheral areas. If you would like more information, contact Erik Wilhelm of the Planning Department at 604-990-2360 or Robert Cadez, PC Urban Properties Corp. at 604-282-6085. Please bring your questions and comments to the meeting.

**\* This is not a Public Hearing. DNV Council will receive a report from staff on issues raised at the meeting and will formally consider the proposal at a later date.**

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 1, 2017</u>
<input type="checkbox"/> Other:	Date: <u>April 10, 2017</u>



## The District of North Vancouver REPORT TO COUNCIL

February 28, 2017  
File: 08.3060.20/038.15

**AUTHOR:** Linda Brick, Deputy Municipal Clerk

**SUBJECT:** Bylaws 8178, 8179 and 8186: 3105 and 3115 Crescentview Drive

### RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)" is ADOPTED;

AND THAT "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)" is ADOPTED;

AND THAT "Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Drive)" is ADOPTED.

### BACKGROUND:

Bylaws 8178, 8179 and 8186 received First Reading on October 24, 2016. A Public Hearing for Bylaws 8178 and 8179 was held and closed on November 22, 2016.

Bylaws 8178, 8179 and 8186 received Second and Third Readings on January 30, 2017.

Pursuant to section 52(3)(a) of the *Transportation Act*, Bylaw 8179 received approval from the Ministry of Transportation and Infrastructure on February 23, 2017.

The bylaws are now ready to be considered for Adoption by Council.

### OPTIONS:

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

Respectfully submitted,

Linda Brick  
Deputy Municipal Clerk

**Attachments:**

- District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)
- The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)
- Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Drive)
- Staff Report dated January 13, 2017

<b>REVIEWED WITH:</b>		
<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"/> 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**

## **Bylaw 8178**

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900, 2011

---

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

### **1. Citation**

This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)".

### **2. Amendments**

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment;
- b) Map 3.1 Form and character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Development Permit Area; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area.

**READ** a first time October 24<sup>th</sup>, 2016 by a majority of all Council members.

**PUBLIC HEARING** held November 22<sup>nd</sup>, 2016.

**READ** a second time January 30<sup>th</sup>, 2017 by a majority of all Council members.

**READ** a third time January 30<sup>th</sup>, 2017 by a majority of all Council members.

**ADOPTED** by a majority of all Council members.

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## Bylaw 8178 Schedule A

### BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



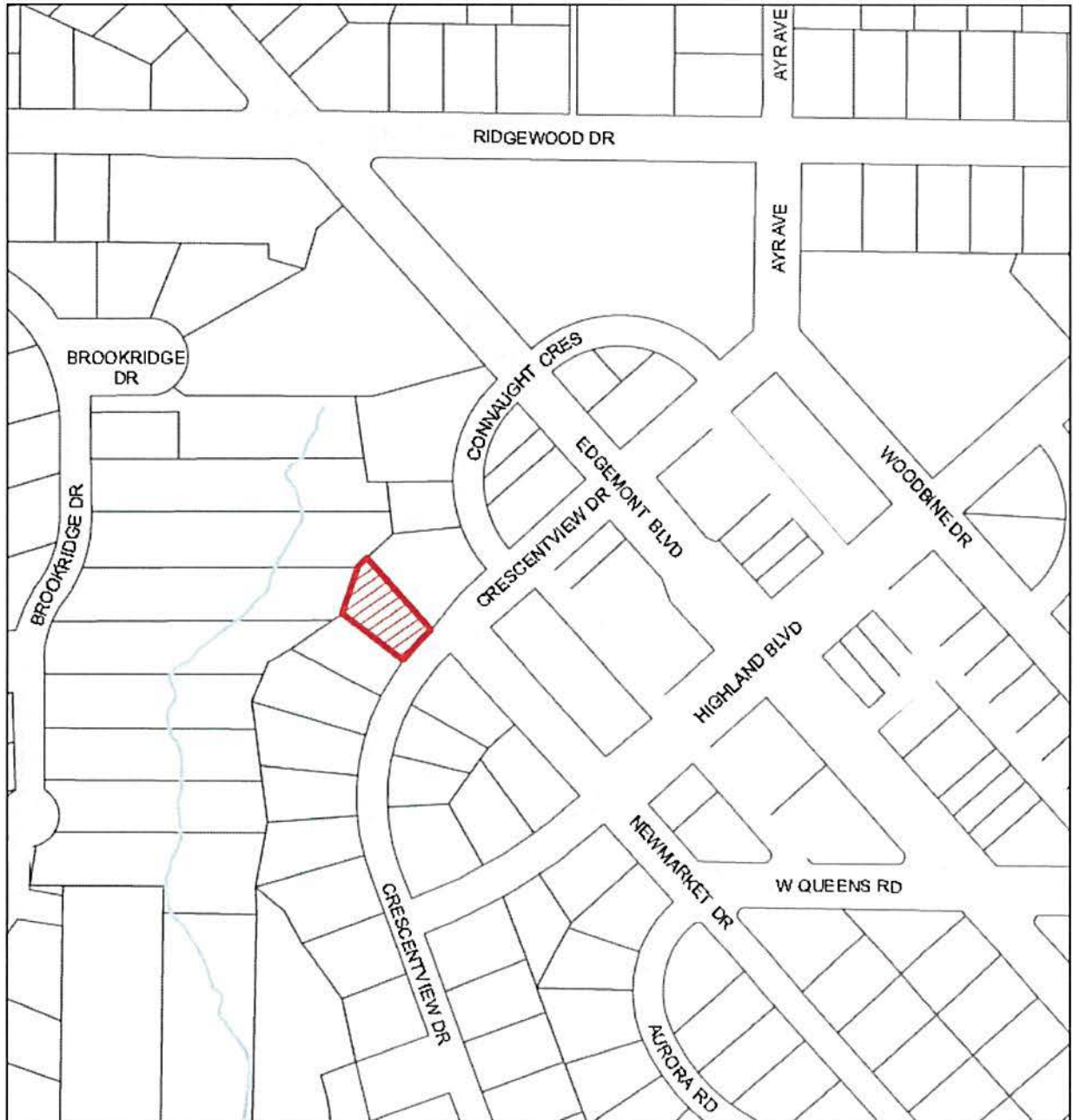
Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment



## Bylaw 8178 Schedule B

### BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



Map 31 Form and character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area

Map 41 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area





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

## **Bylaw 8179**

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

---

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

### **1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)".

### **2. Amendments**

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

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

"Comprehensive Development Zone 95 CD95"

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

**"4B95 Comprehensive Development Zone 95 CD95**

**The CD95 Zone is applied to:**

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

#### **4B95-1) Intent:**

The purpose of the CD95 Zone is to establish specific land use and development regulations for a 23 unit apartment and one single family house project.

#### **4B95-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 95 Zone:

- a) Uses permitted without conditions:
  - i. Three storey residential building, low-rise apartment; and,
  - ii. Two storey residential building, single family house.
- b) Conditional uses:
  - i. Not applicable

**4B95-3) Conditions of Use:**

- a) Secondary suites are not permitted in the CD95 Zone

**4B95-4) Accessory Uses:**

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

**4B95-5) Density:**

- (a) The maximum permitted density in the CD95 Zone is limited to a floor space ratio (FSR) of 0.45 inclusive of any density bonus for energy performance and a maximum of 6 dwelling units;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Underground parking level

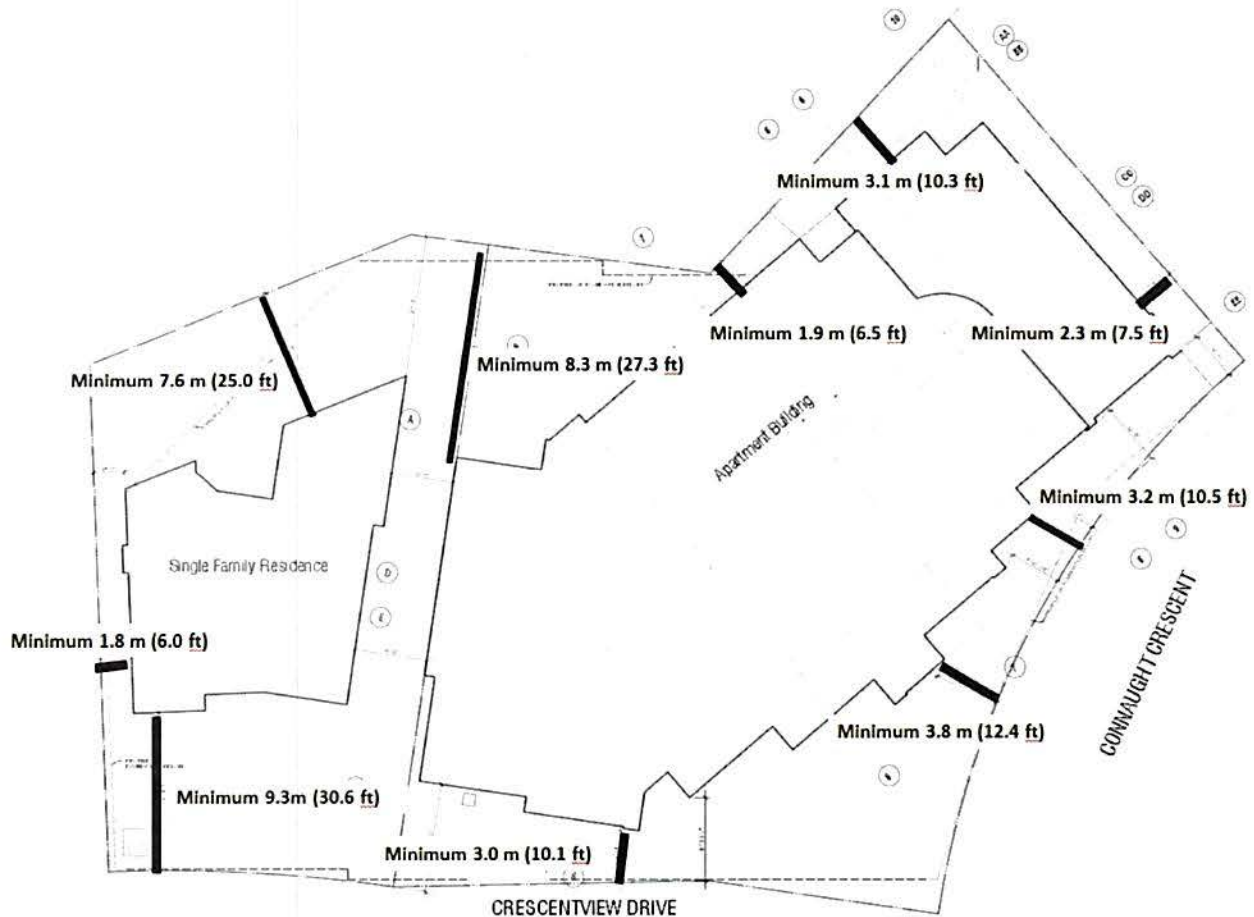
**4B95-6) Amenities:**

- (a) Despite subsection 4B95-5, density in the CD95 Zone is increased to a maximum floor space of 3,112m<sup>2</sup> (33,496 sq ft) inclusive of any density bonus for energy performance; and, a maximum of 22 units in a low-rise apartment and a maximum of one unit in a detached single family house, if the owner:
  - i. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units;
  - ii. Contributes \$337,095 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure 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;

- iii. Ensures a minimum of 364 m<sup>2</sup> (3,918 sq. ft.) of the total permissible floor space occurs in Area A as noted in Schedule B.
- iv. Ensures a minimum of 2,748 m<sup>2</sup> (29,581 sq. ft.) of the total permissible floor space must occur in Area B as noted in Schedule B.

**4B95-7) Setbacks:**

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, or projecting balconies, said projecting balconies not to exceed 0.9 m (3.0 ft) as established by development permit and in accordance with Figure 1:



**Figure 1.**

**4B95-8) Coverage:**

- (a) Maximum building coverage is 58%; not including underground parking or patios;

- (b) Maximum site coverage is 60%; not including underground parking or patios.

**4B95-9) Height:**

- (a) The maximum permitted height for any building in the CD95 Zone is as follows:
  - i. Area A: 7.3 m (24.0 ft)
  - ii. Area B: 11.75 m (38.5 ft)

**4B95-13) Landscaping:**

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

**4B95-14) Parking and Loading Regulations:**

- (a) A minimum of 46 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- (b) A minimum of 6 parking spaces are required for designated visitor parking;
- (c) A maximum of 15 parking spaces may be small car spaces;
- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- (e) A minimum of 26 class 1 resident bicycle storage spaces must be provided;
- (f) A minimum of 5 class 2 visitor bicycle parking spaces must be provided."
- (g) The Zoning Map is amended in the case of the lands illustrated on the attached maps (Schedule A and Schedule B) by rezoning the land to Comprehensive Development Zone 95 (CD 95).



**READ** a first time October 24<sup>th</sup>, 2016

**PUBLIC HEARING** held November 22<sup>nd</sup>, 2016

**READ** a second time January 30<sup>th</sup>, 2017

**READ** a third time January 30<sup>th</sup>, 2017

Certified a true copy of "Rezoning Bylaw 1341 (Bylaw 8179)" as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on February 23<sup>rd</sup>, 2017

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

**Bylaw 8179 Schedule A**

**BYLAW 8179**

**The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)**



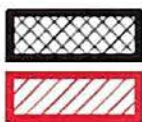
**REZONE THE LANDS  
FROM SINGLE FAMILY RESIDENTIAL EDMONTON ZONE (RSE)  
TO COMPREHENSIVE DEVELOPMENT ZONE 95 (CD95)**



Bylaw 8179 Schedule B

**BYLAW 8179**

**The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)**



AREA A

AREA B



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

## **Bylaw 8186**

A bylaw to enter into a Housing Agreement (3105 and 3115 Crescentview Dr.)

---

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 8186, 2016 (3105 and 3115 Crescentview Dr.)".

### **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 Mike Fournugerakis substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479.

### **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 October 24<sup>th</sup>, 2016

**READ** a second time January 30<sup>th</sup>, 2017

**READ** a third time January 30<sup>th</sup>, 2017

**ADOPTED**

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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 8186**

**SECTION 219 COVENANT – HOUSING AGREEMENT**

This agreement is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

BETWEEN:

**MIKE FOURNUGERAKIS**, 3115 Crescentview Dr., North Vancouver, BC V7R 2V2

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 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 (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

## 1. **DEFINITIONS**

### 1.01 Definitions

In this agreement:

- (a) *"Development Permit"* means development permit No. \_\_\_\_\_ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (d) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (e) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (f) *"Unit"* means a residential dwelling strata unit in the Proposed Development; and
- (g) *"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 8186 and remain in effect until terminated by the District as set out in this Agreement.

## 3. **RENTAL ACCOMODATION**

### 3.01 Rental Disclosure Statement

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing 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), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8179), is not adopted by the District's Council before December 31, 2016, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.



#### **4. DEFAULT AND REMEDIES**

##### **4.01 Notice of Default**

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

##### **4.02 Costs**

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

##### **4.03 Damages an Inadequate Remedy**

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

##### **4.04 Equitable Remedies**

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

##### **4.05 No Penalty or Forfeiture**

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

##### **4.06 Cumulative Remedies**

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

**5. LIABILITY**

**5.01 Indemnity**

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

**5.02 Release**

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

**5.03 Survival**

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

**6. GENERAL PROVISIONS**

**6.01 District's Power Unaffected**

Nothing in this Agreement:

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

#### 6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

#### 6.03 Agreement Runs With the Lands

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

#### 6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

#### 6.05 Priority of This Agreement

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

#### 6.06 Agreement to Have Effect as Deed

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

#### 6.07 Waiver

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

breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

Mike Fournugerakis  
3115 Crescentview Dr.  
North Vancouver, BC V7R 2V2

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 and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8186.

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.

#### GRANT OF PRIORITY

WHEREAS \_\_\_\_\_ (the "**Chargeholder**") is the holder of the following charge which is registered in the Land Title Office:

(a) \_\_\_\_\_ (the "**Charge**");

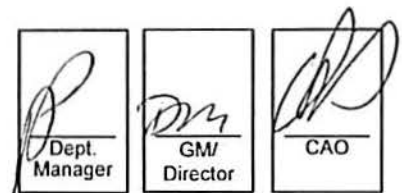
AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "**District**") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "**Lands**") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the 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>Jan 30, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

January 13, 2016  
File: 08.3060.20/038.15

**AUTHOR:** Natasha Letchford, Community Planner

**SUBJECT:** Bylaws 8178, 8179 and 8186: 3105 and 3115 Crescentview Drive

---

### RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)" is given SECOND and THIRD Readings;

AND THAT the "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)" is given SECOND and THIRD Readings;

AND THAT the "Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Drive)" is given SECOND and THIRD Readings.

### BACKGROUND:

Bylaws 8178, 8179 and 8186 received First Reading on October 24, 2016. A Public Hearing for Bylaws 8178 and 8179 was held and closed on November 22, 2016.

Bylaws 8178, 8179 and 8186 are now ready to be considered for Second and Third Readings by Council.

### QUESTIONS AND ANSWERS:

At the Public Hearing the following questions were directed to staff with answers to be provided prior to consideration of Third Reading of Bylaws 8178 and 8179.

**Question:** How can construction of this project be coordinated with other projects under development to minimize impacts on the community?

**Answer:** As discussed at the Public Hearing, the District will secure a delayed construction start date through the development covenant on the properties. This covenant would not



allow construction to start until 2018. At that time, it is expected that the Metro Vancouver Capilano Water Main project, the new Delbrook Community Centre, Edgemont Senior Living, and the Boffo townhouse project will be complete.

**Question:** Is the traffic anticipated to be generated by this proposal anticipated in the Edgemont Village Transportation Study (2015) and the District of North Vancouver Transportation Plan (2012)?

**Answer:** According to the transportation impact study by Bunt and Assoc. dated March 15, 2016, which formed part of the background material for the Public Hearing and was referenced at the Public Hearing, the level of traffic anticipated for this development is approximately 15 additional vehicles in the PM peak hour. That level of traffic is relatively modest, and is within the background traffic growth projections in the District's Edgemont Village Transportation Study (2015). The proposed development responds to recommendations within the Edgemont Village Transportation Study (2015) through the provision of sidewalks and on-site parking

**Question:** Can a map be provided showing all of the multi-family development applications in the Capilano area, from Grousewoods down to Norgate and across to Carisbrooke.

How many active single family permits are there in that same area?

**Answer:** The following information was read out at the first reading of the bylaw on October 24, 2016: as of that date there were 154 active single family construction permits; 106 active single family alteration permits, and 88 active single family addition permits in this area.

A map is available on the District's website which shows all major development applications and utility projects. That map-based tool is available at <http://dnv.maps.arcgis.com/apps/Shortlist/index.html?appid=bda3e32e80ca49d9859d63ad640ffcc0>

The bylaws are now ready to be considered by Council for second and third readings.

**SUBJECT: Bylaws 8178, 8179 and 8186: 3105 and 3115 Crescentview Drive Bylaws  
8178, 8179 and 8186: 3105 and 3115 Crescentview Drive**

January 13, 2017

Page 3

**OPTIONS:**

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

Respectfully submitted,



Natasha Letchford  
Community Planner

**Attachments:**

1. District of North Vancouver Official Community Plan bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)
2. The District of North Vancouver Rezoning Bylaw 1342 (Bylaw 8179)
3. Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Drive)
4. Public Hearing Minutes – November 22, 2016
5. Staff Report – dated October 12, 2106

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 _____	

**SUBJECT: Bylaws 8178, 8179 and 8186: 3105 and 3115 Crescentview Drive Bylaws  
8178, 8179 and 8186: 3105 and 3115 Crescentview Drive**

January 13, 2017

Page 4

The bylaws are now ready to be considered by Council for second and third readings.

**OPTIONS:**

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

Respectfully submitted,



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Community Planner

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<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 8178**

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900, 2011

---

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

#### **1. Citation**

This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)".

#### **2. Amendments**

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment;
- b) Map 3.1 Form and character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Development Permit Area; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area.

**READ** a first time October 24<sup>th</sup>, 2016 by a majority of all Council members.

**PUBLIC HEARING** held November 22<sup>nd</sup>, 2016

**READ** a second time by a majority of all Council members.

**READ** a third time by a majority of all Council members.

**ADOPTED** by a majority of all Council members.



\_\_\_\_\_  
Mayor

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

Certified a true copy

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

## Bylaw 8178 Schedule A

### BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment



## Bylaw 8178 Schedule B

### BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



- Map 3.1 Form and character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area
- Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area



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

### **Bylaw 8179**

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

---

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

#### **1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)".

#### **2. Amendments**

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

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

"Comprehensive Development Zone 95 CD95"

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

**"4B95 Comprehensive Development Zone 95 CD95**

**The CD95 Zone is applied to:**

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

#### **4B95-1) Intent:**

The purpose of the CD95 Zone is to establish specific land use and development regulations for a 23 unit apartment and one single family house project.

#### **4B95-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 95 Zone:



- a) Uses permitted without conditions:
  - i. Three storey residential building, low-rise apartment; and,
  - ii. Two storey residential building, single family house.
- b) Conditional uses:
  - i. Not applicable

**4B95-3) Conditions of Use:**

- a) Secondary suites are not permitted in the CD95 Zone

**4B95-4) Accessory Uses:**

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

**4B95-5) Density:**

- (a) The maximum permitted density in the CD95 Zone is limited to a floor space ratio (FSR) of 0.45 inclusive of any density bonus for energy performance and a maximum of 6 dwelling units;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Underground parking level

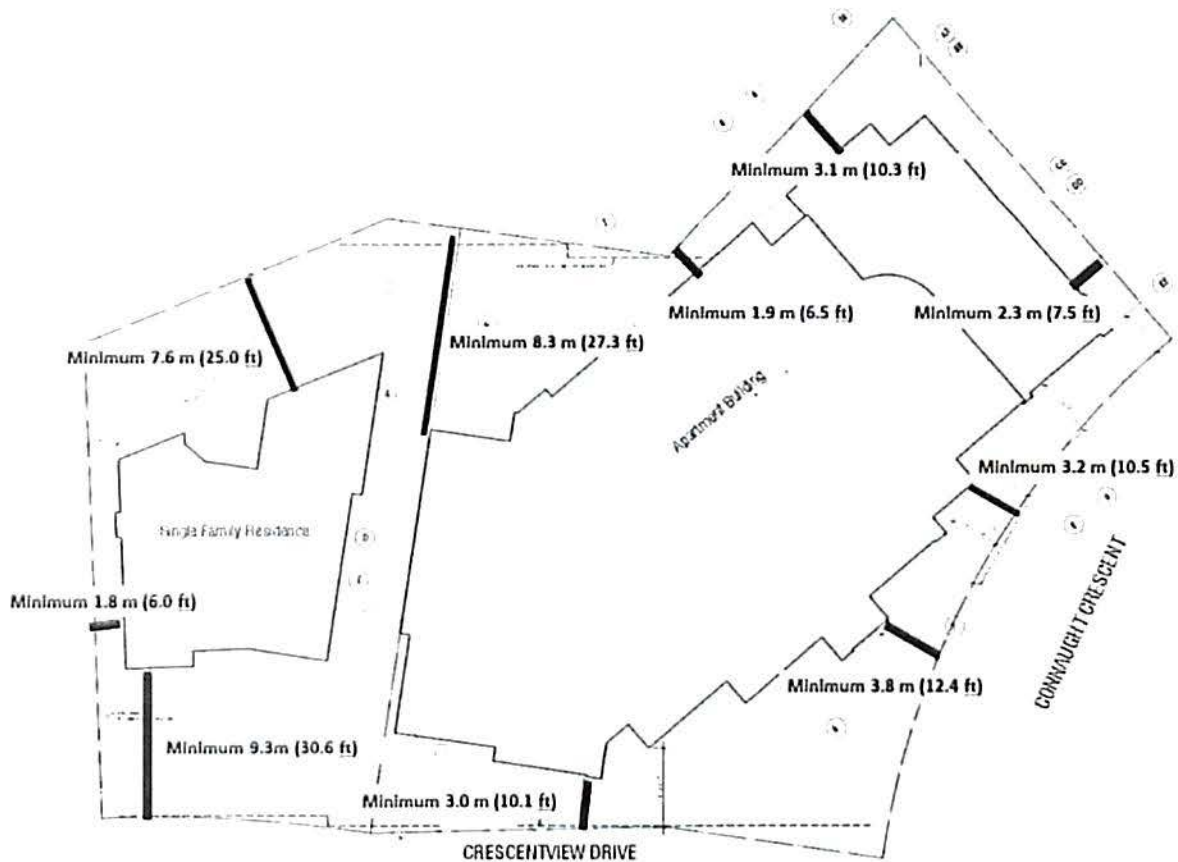
**4B95-6) Amenities:**

- (a) Despite subsection 4B95-5, density in the CD95 Zone is increased to a maximum floor space of 3,112m<sup>2</sup> (33,496 sq ft) inclusive of any density bonus for energy performance; and, a maximum of 22 units in a low-rise apartment and a maximum of one unit in a detached single family house, if the owner:
  - i. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units;
  - ii. Contributes \$337,095 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure 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;

- iii. Ensures a minimum of 364 m<sup>2</sup> (3,918 sq. ft.) of the total permissible floor space occurs in Area A as noted in Schedule B.
- iv. Ensures a minimum of 2,748 m<sup>2</sup> (29,581 sq. ft.) of the total permissible floor space must occur in Area B as noted in Schedule B.

**4B95-7) Setbacks:**

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, or projecting balconies, said projecting balconies not to exceed 0.9 m (3.0 ft) as established by development permit and in accordance with Figure 1:



**Figure 1.**

**4B95-8) Coverage:**

- (a) Maximum building coverage is 58%; not including underground parking or patios;

- (b) Maximum site coverage is 60%; not including underground parking or patios.

**4B95-9) Height:**

- (a) The maximum permitted height for any building in the CD95 Zone is as follows:
  - i. Area A: 7.3 m (24.0 ft)
  - ii. Area B: 11.75 m (38.5 ft)

**4B95-13) Landscaping:**

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

**4B95-14) Parking and Loading Regulations:**

- (a) A minimum of 46 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- (b) A minimum of 6 parking spaces are required for designated visitor parking;
- (c) A maximum of 15 parking spaces may be small car spaces;
- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- (e) A minimum of 26 class 1 resident bicycle storage spaces must be provided;
- (f) A minimum of 5 class 2 visitor bicycle parking spaces must be provided."
- (g) The Zoning Map is amended in the case of the lands illustrated on the attached maps (Schedule A and Schedule B) by rezoning the land to Comprehensive Development Zone 95 (CD 95).

**READ** a first time October 24<sup>th</sup>, 2016

**PUBLIC HEARING** held November 22<sup>nd</sup>, 2016

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1341 (Bylaw 8179)" 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



# Bylaw 8179 Schedule A

## BYLAW 8179

### The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)



REZONE THE LANDS  
FROM SINGLE FAMILY RESIDENTIAL EDMONTON ZONE (RSE)  
TO COMPREHENSIVE DEVELOPMENT ZONE 95 (CD95)



Bylaw 8179 Schedule B

**BYLAW 8179**

**The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)**



AREA A

AREA B



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

### **Bylaw 8186**

A bylaw to enter into a Housing Agreement (3105 and 3115 Crescentview Dr.)

---

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 8186, 2016 (3105 and 3115 Crescentview Dr.)".

#### **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 Mike Fournugerakis substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479.

#### **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 October 24<sup>th</sup>, 2016

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk



**Schedule A to Bylaw 8186**

**SECTION 219 COVENANT – HOUSING AGREEMENT**

This agreement is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**MIKE FOURNUGERAKIS, 3115 Crescentview Dr., North Vancouver, BC V7R 2V2**

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 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 (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

**1. DEFINITIONS**

**1.01 Definitions**

In this agreement:

- (a) *"Development Permit"* means development permit No. \_\_\_\_\_ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (d) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (e) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (f) *"Unit"* means a residential dwelling strata unit in the Proposed Development; and
- (g) *"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 8186 and remain in effect until terminated by the District as set out in this Agreement.

**3. RENTAL ACCOMODATION**

**3.01 Rental Disclosure Statement**

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing 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), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8179), is not adopted by the District's Council before December 31, 2016, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

#### 4. DEFAULT AND REMEDIES

##### 4.01 Notice of Default

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

##### 4.02 Costs

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

##### 4.03 Damages an Inadequate Remedy

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

##### 4.04 Equitable Remedies

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

##### 4.05 No Penalty or Forfeiture

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

##### 4.06 Cumulative Remedies

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



5. LIABILITY

5.01 Indemnity

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

5.02 Release

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

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

Mike Fournugerakis  
3115 Crescentview Dr.  
North Vancouver, BC V7R 2V2

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 and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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



7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8186.

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.

**GRANT OF PRIORITY**

WHEREAS \_\_\_\_\_ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) \_\_\_\_\_ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

**END OF DOCUMENT**

**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 22, 2016 commencing at 7:00 p.m.

**Present:** Mayor R. Walton  
Councillor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn  
Councillor L. Muri (7:04 pm)

**Staff:** Mr. D. Desrochers, Manager – Engineering Projects & Development Services  
Ms. J. Paton, Manager – Development Planning  
Mr. A. Bell, Section Manager – Development Engineering  
Ms. L. Brick, Deputy Municipal Clerk  
Ms. C. Archer, Confidential Council Clerk  
Ms. N. Letchford, Planner

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**The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)**

*Purpose of Bylaw:*

Bylaw 8178 proposes to amend the OCP land use designation for 3105 Crescentview Drive from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

**The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)**

*Purpose of Bylaw:*

Bylaw 8179 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 95 (CD95) and rezone 3105 and 3115 Crescentview Drive from Single Family Residential Edgemont (RSE) to CD95 to allow the development of a twenty-two unit apartment and single family house.

**1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;

- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw;
- 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,
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night.

Ms. Linda Brick, Deputy Municipal Clerk, stated that:

- The binder containing documents and submissions related to this bylaw is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

Councillor MURI arrived at this point in the proceedings.

## **2. INTRODUCTION OF BYLAWS BY THE CLERK**

Ms. Linda Brick, Deputy Municipal Clerk, introduced the proposed Bylaws, stating that Bylaw 8178 proposes to amend the OCP land use designation for 3105 Crescentview Drive from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

Bylaw 8179 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 95 (CD95) and rezone 3105 and 3115 Crescentview Drive from Single Family Residential Edgemont (RSE) to CD95 to allow the development of a twenty-two unit apartment and single family house.

## **3. PRESENTATION BY STAFF**

Ms. Natasha Letchford, Planner, provided an overview of the proposal elaborating on the introduction by the Deputy Municipal Clerk.

Ms. Letchford advised that:

- The proposal is for a 22-unit apartment building and a single family house over shared underground parking with access off Connaught Crescent;
- The application involves an amendment to the Official Community Plan to allow the shared parking area, as well as Rezoning and a Housing Agreement;
- The development site is comprised of three lots currently occupied by two houses;



- Two of the lots were identified in the 1999 Upper Capilano Local Plan as a suitable site for a low density apartment building with 25 units;
- This use was included in the OCP, adopted in 2011, and confirmed in the Edgemont Village Plan and Design Guidelines, endorsed by Council in 2014;
- The proposed single family house included in the proposal will provide a transition between the apartment building and the single family residential area adjacent to the site;
- The single family house would not have surface parking and would not be permitted a secondary suite;
- To address concerns raised at the Public Information Meeting regarding the adequacy of parking, the total number of proposed units was reduced by three to increase the parking ratio to two stalls per unit for a total of 46 parking stalls;
- The proposal includes twenty-six secure bicycle storage units;
- Time-limited parking may be considered for Connaught Crescent to address residents' street parking concerns;
- The access off Connaught Crescent was reviewed by District Staff and Bunt & Associates and found to be safe and appropriate;
- The proposal includes a diverse mix of unit types, with 86% of the units either two- or three-bedroom;
- The opportunity presented by this development for young families to return to the North Shore is generally supported by the community;
- Sixty-three trees would be removed for the proposed development and 75 replacement trees would be planted;
- The Community Amenity Contribution (CAC) for the proposed development would be \$337,095;
- Other benefits to the community would include a new public plaza, sanitary main, fibre optic cable, and road paving;
- New sidewalks would be constructed as part of the project to contribute to the Safe Routes to School initiative;
- The nearest bus stop is less than a five minute walk and is on a future Frequent Transit Network route;
- The applicant is mindful of the amount of construction in the Edgemont and Capilano Road area, including Metro Vancouver's water main work, and plans to reduce the impacts of construction;
- The project start date and construction access routes would be coordinated with other projects in the area;
- Other area projects are required to complete off-site works concurrently to reduce the number of road closures; and,
- A comprehensive construction management plan will be required for this project.

#### 4. PRESENTATION BY APPLICANT

##### **Ms. Alison Rakis, Applicant**

- Noted she and her family have lived in Edgemont Village for over forty years and have strong ties to the local community;
- Commented on the family's business ties to the community, including owning small businesses and investment properties;
- Noted that the property was acquired in 2000;

- Reported that the original application made in 2012, following the adoption of the OCP, was withdrawn at the request of the District to allow for completion of the Edgemont Refresh process;
- Noted that other projects in the area were approved during this period; and,
- Commented on the revisions to the proposal which have made to address concerns such as parking.

**Mr. Richard White, Richard White Planning Advisory Services Ltd.**

- Commented on the changes which have been made to the proposal following feedback from the community and District staff, including reducing the number of, and increasing the size of, the units, proposing a single residence instead of a duplex, and improved tree and wildfire safety measures;
- Noted the main concern expressed by the community was the amount of construction activity in the Edgemont area and related traffic concerns;
- Advised that the proposed start date has been delayed until 2018 when construction will be completed on the Capilano Water Main project, the new Delbrook Community Centre, Edgemont Senior Living, and the Boffo project;
- Mentioned the proximity of Edgemont Village and its walkability;
- Commented on the maintenance of on-street parking during construction;
- Noted that the project meets existing density requirements;
- Reported that the project has the support of the Advisory Design Panel;
- Advised that phasing construction will take longer but will reduce construction impacts; and,
- Noted that all construction-related parking will use the development site through all phases of construction.

**Ms. Jane Farquharson, P. Eng, Principal, Bunt & Associates**

- Commented on the Transportation Impact Assessment Study, noting that the study used standard measures which do not take walkability into account;
- Reported that actual trips at similar developments in North Vancouver show lower vehicle use and that the Traffic Impact Study is very conservative in its traffic estimates;
- Advised that an estimated fifteen vehicle trips would be generated during the evening rush hour period;
- Suggested that the traffic impact of the development would be negligible; and,
- Noted that the parking included in the proposal is above the average vehicle ownership level for North Shore apartment residents.

**5. REPRESENTATIONS FROM THE PUBLIC**

**5.1. Ms. Janette Calder, 3100 Block Connaught Crescent: OPPOSED**

- Suggested that the parking access driveway is too close to the adjacent building's driveway;
- Noted that rear lane access for nearby businesses on Edgemont Boulevard is via Connaught Crescent; and,
- Requested that construction start after other projects are completed in 2018 to minimize traffic impacts.

- 5.2. Mr. Geoff Pershick, 5500 Block Deerhorn Place: IN FAVOUR**
- Spoke in favour of the proposal;
  - Commented on the lack of available housing for downsizers who would like to stay in the area;
  - Noted that proposed project offers one-level living;
  - Suggested that the project fills a community need; and,
  - Noted he is not in favour of the single family house in the proposal due to a drop in single family sales.
- 5.3. Ms. Michaela Donnelly, 900 Block Clements Ave: OPPOSED**
- Suggested Council delay closing the Public Hearing until the OCP review is complete;
  - Expressed concern with traffic, safety and the amount and pace of development in the Edgemont area;
  - Commented on the cumulative impacts from multiple developments; and,
  - Suggested the quality of life for Edgemont residents has been affected by development.
- 5.4. Mr. Ryan King, 700 Block St. Georges Avenue: IN FAVOUR**
- Commented on his desire to relocate to the Edgemont area and the suitability of the project for his needs;
  - Remarked on the high cost of real estate;
  - Noted housing options and opportunities are needed for young families; and,
  - Commented on the site's proximity to transit.
- 5.5. Ms. Elizabeth McLenahan, 2600 Block Newmarket Drive: OPPOSED**
- Expressed concern with the amount of development in and around the Edgemont area;
  - Opined that the proposal does not adequately address construction management;
  - Commented on traffic and parking in the area;
  - Asserted that residents and merchants need a break from construction activities; and,
  - Commented on the OCP review.
- 5.6. Mr. Adrian Chaster, 3000 Block Crescentview Drive: IN FAVOUR**
- Noted that he lives near the proposed development;
  - Commented on the size of redeveloped single family homes in the area and the resulting loss of trees;
  - Commented on the site's designation for a multifamily development since 1999;
  - Expressed appreciation for the applicant's changes to the proposal to address parking concerns; and,
  - Commented on the timing of the proposed development to allow other projects to be completed.



- 5.7. Mr. Will Campbell, 1500 Block West 12<sup>th</sup> Avenue, Vancouver: IN FAVOUR**
- Noted that he works in Edgemont Village and would like to move to the area;
  - Commented on the high cost of housing and affordability for young people; and,
  - Suggested that the proposed development would provide housing options that are sustainable and affordable for young professionals.
- 5.8. Mr. Don Harrison, 100 Block West Keith Road: IN FAVOUR**
- Commented on the affordability of homes in the Edgemont area; and,
  - Advised that the proposed development would have fit his needs at the time he was looking for housing in North Vancouver.
- 5.9. Ms. Josie Harrison, 1700 Block Maple Street, Vancouver: IN FAVOUR**
- Commented that she would like to return to North Vancouver;
  - Noted that the proposed development would fit her needs and provide much-needed housing for the area;
  - Suggested that the development would be more affordable than other homes in the area; and,
  - Remarked on the applicant's local connections.
- 5.10. Mr. Kerry Dimmock, 200 Block Rockland Drive: IN FAVOUR**
- Noted he is a professional property appraiser and stated that his clients have expressed concern with a lack of available housing in the area for their children.
- 5.11. Mr. Phil Chapman, 1000 Block Handsworth Road: IN FAVOUR**
- Commented that the proposal is compliant with the OCP and the Edgemont Village Plan and Design Guidelines;
  - Acknowledged that residents are inconvenienced by construction impacts;
  - Commented on the proposed start date of the project;
  - Suggested that the Edgemont Village commercial area needs the support of an increased population; and,
  - Commented on the suitability of single level units close to services for older residents.
- 5.12. Mr. Jon Harbut, 2800 Block Crescentview Drive: OPPOSED**
- Expressed concern regarding the proposed increase in the number of residents on the street and the resulting increase in traffic;
  - Opined that the development will change the character of the street;
  - Expressed concern with the pace of development; and,
  - Proposed that Council wait until other Edgemont area projects are completed to make a decision on the application.
- 5.13. Mr. Stan van Woerkens, 4700 Block Maple Ridge Drive: IN FAVOUR**
- Remarked that he and other North Vancouver residents are fortunate to live in this community and expressed a desire for others to have the same opportunity;
  - Acknowledged that Edgemont business owners and residents would like to maintain a village quality;



- Stated that a variety of housing options are needed in the area;
- Expressed concern for where downsizers and millennials will find housing; and,
- Suggested that the proposed development, along with others in the area, will improve the character, create new public spaces, improve infrastructure, walkability, and attract business to the area.

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

- Commented on changes in the Edgemont area;
- Advised that a low-rise apartment building was included in the Local Area Plan nearly 20 years ago and confirmed as part of the Refresh Project;
- Remarked that the Local Area Plan identified a need for housing alternatives adjacent to Edgemont Village;
- Commented on the suitability of the proposed development for downsizers;
- Complimented the range of units and the project's design;
- Noted the proximity to transit and the provision of resident parking; and,
- Opined that the economic viability of Edgemont Village businesses would be improved by additional residents.

**5.15. Ms. Helen Hall, 100 Block West 2<sup>nd</sup> Street: IN FAVOUR**

- Noted she is a former Edgemont resident who was priced out of the area and would like to return;
- Commented that the proposed development would provide an opportunity for people to be part of the community; and,
- Opined that construction traffic is a short-lived inconvenience.

**5.16. Mr. Brian Platts, 3100 Block Beverley Crescent: IN FAVOUR**

- Remarked that a development application on this site was expected nearly 20 years ago as it has been part of the local plans and confirmed in the Edgemont Refresh Project and the OCP;
- Opined that delaying the application further would be a disservice to the planning processes to date and would prolong disruption to the community;
- Noted that much of the traffic in Edgemont Village has been due to the Capilano Water Main Project; and,
- Commented on pedestrian safety in Edgemont Village.

**5.17. Ms. Erin Stevenson, 3600 Block Bluebonnet Road: OPPOSED**

- Commented on parking, traffic and pedestrian safety in the Edgemont area;
- Expressed concern regarding the amount of development in the Edgemont area;
- Expressed concern regarding the possible loss of character of Edgemont Village; and,
- Opined that the units will not be affordable for many families.

**5.18. Mr. Michael Sherman, 2900 Block Newmarket Drive: COMMENTING**

- Commented that the site had been designated for a multifamily development for many years;
- Asserted the development would have been better without the single family house;

- Suggested that the project would have had more community support before the larger developments in the area were underway;
- Expressed concern with the pace and amount of development in the Edgemont area; and,
- Complimented the design of the proposal.

**5.19. Mr. Grig Cameron, 1000 Clements Avenue: IN FAVOUR**

- Commented on housing diversity and affordability;
- Noted that Edgemont is a Village Centre and a proposed future Frequent Transit Network;
- Suggested that the proposed development would help attract younger people to North Vancouver to help address concerns about the missing generation of 20-40 year olds on the North Shore; and,
- Observed that an increased population would provide a larger customer base for local businesses.

**5.20. Ms. Erin MacNair, 3400 Block Emerald Drive: OPPOSED**

- Acknowledged the delays the owners have experienced;
- Expressed concern with the amount of development in the Edgemont area;
- Expressed concern regarding increased traffic;
- Noted traffic impact studies are done in isolation and expressed concern regarding the cumulative effects of various developments; and,
- Commented on the projected cost of the units.

**5.21. Mr. Gordon Savage, 3400 Block Edgemont Boulevard: OPPOSED**

- Queried what could be built on the site without rezoning;
- Expressed concern regarding traffic congestion and transit capacity;
- Requested a study of the cumulative effect of traffic impacts from all local developments;
- Expressed concern regarding the loss of mature trees;
- Requested that the proposed development not be permitted to begin until other projects are completed, taking into account any construction delays; and,
- Opined that the project will not help address the need for affordable housing.

**5.22. Mr. Shane Cable, 3100 Block Strathaven Lane: IN FAVOUR**

- Commented that the proposed development would be a fit for his family.

The meeting recessed at 8:48 pm and reconvened at 8:56 pm.

**5.23. Mr. Erik Jensen, 900 Block Clements Avenue: OPPOSED**

- Urged Council to stop all multifamily development until transportation infrastructure has been improved;
- Queried what the consequences would be if the construction management plan is not followed;
- Commented on traffic and parking during the construction of Village projects;
- Queried why this development would be more affordable than other developments in the area;

- Commented on the disruption anticipated during the replacement of the Montroyal Bridge; and,
- Remarked on the delayed completion date of the Capilano Water Main replacement.

**5.24. Mr. Peter Duyker, 3700 Block Edgemont: IN FAVOUR**

- Commented that the project will be suitable for downsizing in the future;
- Asserted that people who live in the area do not drive into Edgemont Village, noting that many vehicles in his complex stay parked throughout the day; and,
- Noted the site has been designated for multifamily use for nearly twenty years and the applicant has waited for several planning processes to be completed.

**5.25. Mr. Shane Foulds, 1100 Block Ridgewood Drive: IN FAVOUR**

- Commented that the single family home added to the site will allow for more parking and better transition between the single family area and multifamily;
- Advised that he would like families to have the opportunity to move into the proposed development;
- Remarked that an increased pace of development would reduce the length of construction impacts;
- Commented on the appeal of one-level living; and,
- Remarked that the project will beautify the community and add public space.

**5.26. Mr. Darryl Foulds, 700 Block Westview Crescent: IN FAVOUR**

- Commented on the suitability of the proposed development for his housing needs;
- Complimented the applicant on the building design and the quality of the application; and,
- Remarked on the anticipated completion of other projects including the Grosvenor building and the new grocery store.

**5.27. Mr. Gary Hawthorn, 2800 Block Thornecliffe Drive: IN FAVOUR**

- Spoke in support of densification of the commercial core and residential areas of Edgemont Village; and,
- Queried if more parking spaces could have been included in the proposal and why no surface parking for the single family house was planned.

**5.28. Ms. Natasha Fonseca, 400 Block Genoa Crescent: IN FAVOUR**

- Commented on the suitability of one-level living and the relative affordability of the proposed development;
- Remarked on parking availability in Edgemont Village; and,
- Suggested additional residents would help local businesses.

**5.29. Ms. Mel Montgomery, 3700 Block Bluebonnet: COMMENTING**

- Expressed concern with the pace of development and construction traffic in the area; and,
- Proposed that Council wait until the OCP review is completed to decide on the application.

**5.30. Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING**

- Queried the CAC calculation;
- Clarified EUCCA's comment regarding parking and support for the application to proceed to a Public Hearing;
- Commented on the lack of surface visitor parking;
- Expressed concern about the affordability of the units;
- Opined that commercial rents could rise if the population of Edgemont Village increases; and,
- Commended the applicant's plan for phasing of the development.

**5.31. Mr. Jon Harbut: SPEAKING FOR A SECOND TIME**

- Suggested neighbours are opposed to the proposal;
- Expressed concern regarding the capacity of local schools if more families move into the area; and,
- Commented on pedestrian safety.

**5.32. Mr. Phil Chapman: SPEAKING FOR A SECOND TIME**

- Noted the applicant has agreed to delay construction until other projects are completed to reduce construction impacts;
- Suggested the proposed development will fill a community need for the aging population and the missing generation;
- Commented on the need for diversity of housing and relative affordability; and,
- Referred to planning processes already completed, including the OCP.

**5.33. Ms. Anne Forsythe, 2900 Block Newmarket Drive: COMMENTING**

- Stated she is not opposed to the proposed development;
- Remarked on traffic congestion; and,
- Expressed concern regarding construction vehicles and pedestrian safety.

**5.34. Mr. Gary Hawthorn: SPEAKING FOR A SECOND TIME**

- Suggested more parking could be added to the site; and,
- Commented that some residents may use street parking.

**6. QUESTIONS FROM COUNCIL**

In response to a question from Council, staff advised that the transportation study for Edgemont Village included the proposed development and used a 2030 horizon for estimating future inbound and outbound vehicle trips.

In response to a question from Council, staff advised that the District could place a restrictive land use covenant on title to coordinate the start of construction with other major projects.

In response to a question from Council, staff provided an overview of proposed and approved developments in the Edgemont Village core and residential periphery.



**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HICKS**

**THAT the November 22, 2016 Public Hearing is closed;**

**AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)" and "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)" be returned to Council for further consideration.**


**CARRIED**  
**(9:50 p.m.)**

**CERTIFIED CORRECT:**




**Confidential Council Clerk**

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>OCT 24 2016</u>
<input type="checkbox"/> Other:	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

October 12, 2016  
File: 08.3060.20/038.15

**AUTHOR:** Natasha Letchford, Planner

**SUBJECT:** Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house

### RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)" to amend the Official Community Plan (OCP) from Residential Level 2 to Residential Level 5 be given FIRST reading;

AND THAT the "District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)" to rezone the subject site from Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 95 (CD95) be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Dr.) be given FIRST reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8178;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8178 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8178 and Bylaw 8179 be referred to a Public Hearing.





October 12, 2016

## SUMMARY

[illegible]

## THE PROPOSAL

The development site is located at the corner of Crescentview Dr and Connaught Cr. Surrounding properties include the adjacent Edgemont Villa, a three story adult oriented (55+) condominium; residential single family homes to the south and west; and Edgemont Village general commercial across Connaught Cr. and Crescentview Dr.

The Official Community Plan (OCP) designates two of the three lots as Residential Level 5: Low Density Apartment (RES5) and the most southerly lot is designated Residential Level 2:

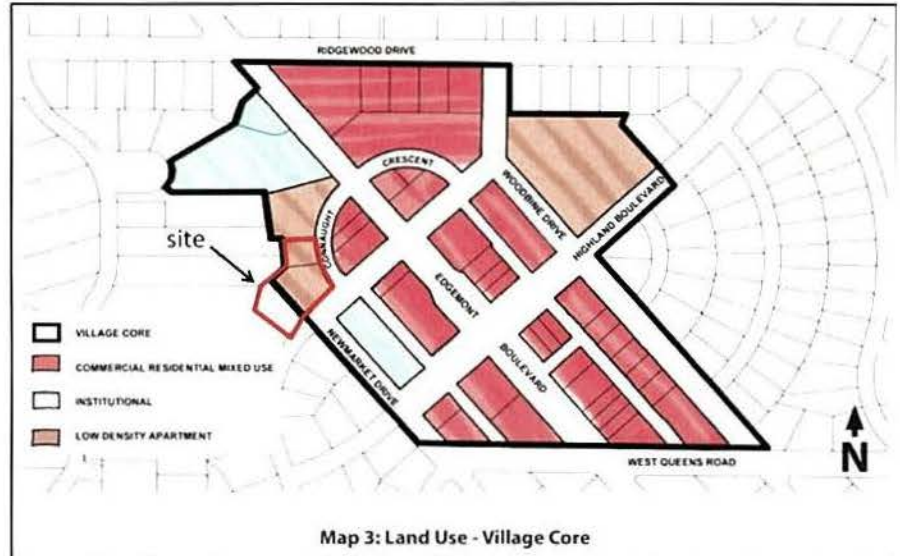


**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

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Detached Residential (RES2). The Edgemont Village Centre: Plan and Design Guidelines includes 3115 Crescentview Dr. in the Village Core and envisions the two lots as future low density apartment with an FSR of up to approximately 1.75. The single family lot at 3105 Crescentview Dr. was not included in the Edgemont Village Core or in the Residential Periphery of the Edgemont Village Plan and will be remaining as a single family house. OCP Amendment Bylaw 8178 will designate 3105 Crescentview Dr. as RES5 to allow for underground parking which will service both the single family house and the apartment.



The proposed apartment and single family house are consistent with the Edgemont Village Centre: Plan and Design Guidelines.

The proposed apartment units are primarily two and three bedroom floor plans, which are well suited for families, with a small number of one bedroom units, which will be attractive to a range of residents, responding to Goal #2 of the OCP to "encourage and enable a diverse



View looking west at corner of Crescentview Dr. and Connaught Cr. Dr. Note: not all trees shown



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

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mix of housing types....to accommodate the lifestyles and needs of people at all stages of life."

The proposed height of three storeys and the proposed FSR is consistent with the Edgemont Village Centre: Plan and Design Guidelines. The single family home is two storeys tall, which is permitted under the existing Single Family Residential: Edgemont Zone. A secondary suite will not be permitted in the single family house.

### **3. Zoning**

The subject properties are currently zoned Single Family Edgemont (RSE). A new Comprehensive Development Zone 95 (CD95) is required to accommodate the project. The zoning will regulate density, height, setbacks, and parking requirements.

### **4. Community Amenity Contribution**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects which result in an increase in residential density. A CAC of \$337,095 will be included in the proposed CD95 Zone. It is anticipated that the CACs from this development will be directed toward public art; park and trail improvements; the affordable housing fund; or, other public realm infrastructure improvements.

### **5. Site Plan/Building Description**

The project includes 22 units in one 3 storey apartment building and one single family house. In order to meet zoning bylaw parking standards, the underground parking extends under both the apartment and the single family house and is accessed off of Connaught Cr. All parking for the project, including for the single family house, is underground. The single family house has no surface parking and will not have a secondary suite.

Thirteen of the units are two bedroom or two bedroom plus den; there are three one bedroom units and six three bedroom units. The units range in size from 69.7 m<sup>2</sup> (750 sq. ft.) to 118 m<sup>2</sup>



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

October 12, 2016

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(1,739 sq. ft.). The single family home is four bedrooms and 337 m<sup>2</sup> (3,633 sq. ft.) in size.

The proposal includes a public plaza at the corner of Connaught Cr. and Crescentview Dr. secured with a right of way.

**6. Development Permits**

The two lots at 3115 Crescentview Dr. are currently in the following Development Permit Areas:

- Form and Character of Commercial, Industrial, and Multifamily Development
- Energy and Water Conservation and Greenhouse Gas Emission Reductions
- Streamside Protection
- Slope Hazard

The lot at 3105 Crescentview Dr. is currently in the following Development Permit Areas:

- Streamside Protection
- Slope Hazard

If the OCP amendment is approved, the lot at 3105 Crescentview Dr. would also be in the following Development Permit Areas:

- Form and Character of Commercial, Industrial, and Multifamily Development
- Energy and Water Conservation and Greenhouse Gas Emission Reductions

**a) Protection of the Natural Environment – Streamside Protection**

Since the site is within the streamside protection area for a ravine, a 10 m setback from the top of bank is required. The underground parking is restricted in size to respect the streamside setback. Despite the restriction in size, there remains an encroachment of 64 m<sup>2</sup> (688 sq. ft.) into the streamside setback area. The applicant will be providing 140 m<sup>2</sup> (1,507 sq. ft.) of restoration and compensation which exceeds the required ratio of 2:1. The Environment Department has reviewed the proposal and supports the restoration and compensation approach. The landscape plan includes a fence along the 10 m setback line to ensure no future encroachments into the streamside protection area.

**b) Protection of Development From Hazardous Conditions – Slope Hazard**

As the site is within the slope hazard DPA a geotechnical report was completed and concludes that the proposed redevelopment meets the District's requirements for risk tolerance and is safe for the use intended.

**c) Form and Character of Commercial, Industrial, and Multifamily Development**

The proposal is in keeping with the Official Community Design Guidelines for Multi-Family Housing as well as the Edgemont Village Centre: Plan and Design Guidelines. Further discussion outlining the project's compliance with the Form and Character Design Guidelines



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

October 12, 2016

Page 6

will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning be approved.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on December 10, 2015; overall, the panel was pleased with the project. The Panel recommends approval of the project subject to resolution of the Panel comments. The applicant has addressed the Panel's comments by redesigning the bathrooms to improve accessibility; improving the north elevation by adding glazing; and, improving the use of brick.



**d) Energy and Water Conservation and Greenhouse Gas Emission Reduction**

Compliance with the Green Building Strategy is mandatory given the need for rezoning. The apartment building will achieve a building performance of BuiltGreen™ Gold equivalent and an energy performance at least 13% better than ASHRAE 90.1-2007. The single family house will be BuiltGreen™ Gold level equivalent and will achieve an energy performance level of at least Energuide 80. Details of green building features will be provided for Council review should the application proceed to the Development Permit stage.

A detailed development permit report, outlining the project's compliance with the applicable development permit guidelines outlined above will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning be approved.

**7. Parking**

Parking is provided on one level of underground with access from Connaught Dr. A total of 46 parking stalls are proposed which provides 2.0 parking stalls per unit, inclusive of six visitor stalls. The size of the underground parking area is restricted by the streamside setback area.



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

October 12, 2016

Page 7

Parking in the Edgemont Village area is a concern for many community members. By providing parking for the single family house underground, there will only be one curb cut for this development resulting in no net loss of on-street parking spaces. The applicant has addressed the community's concern about parking by reducing the number of units from the original proposal of 26 units to 23 units to provide 2.0 stalls per unit.

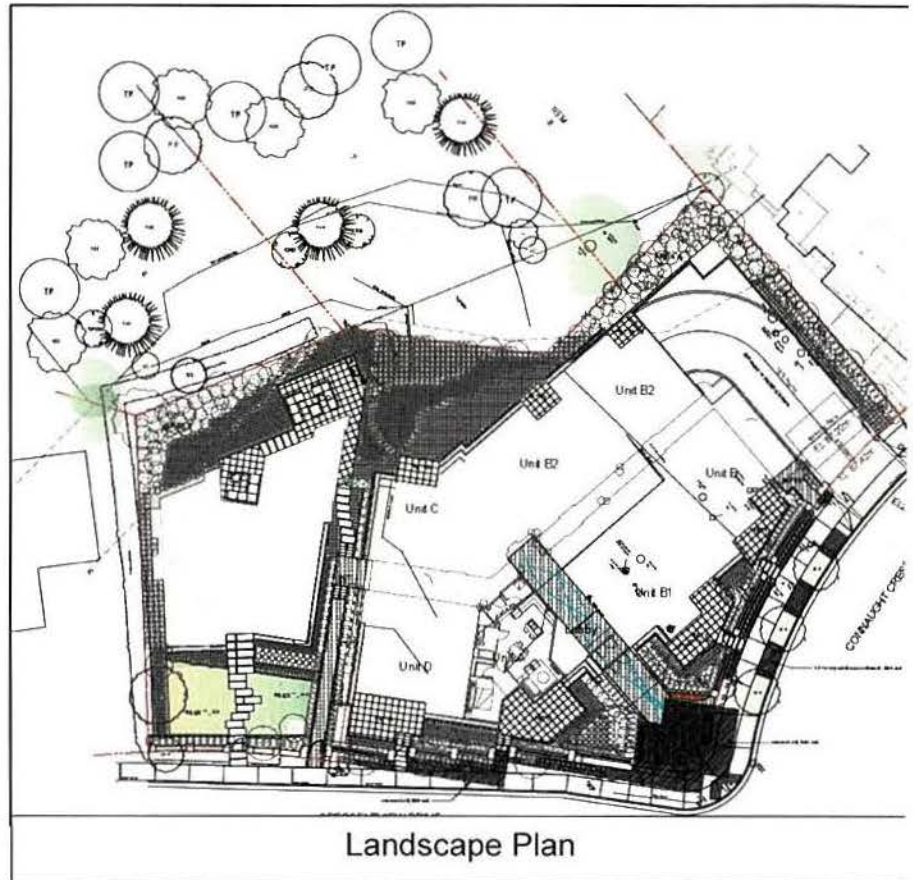
There is secure bike storage in the underground parkade with one secure bicycle parking stall per unit for a total of 23 Class 1 secure bicycle stalls. The project will have four Class 2 (short term) bicycle stalls.

### **8. Landscaping**

The rear of the site abuts a wooded ravine and a portion of the site (146 m<sup>2</sup> or 1,571 sq. ft.) is within the streamside setback area. The landscape design includes addressing invasive species and the planting of multiple large conifers, native shrubs and ground cover vegetation. In addition, the applicant is providing off-site plantings on the lots to the west of the site, with the consent of the owners. Permanent fencing will be placed along the west edge of the buildings and patios to ensure the riparian area is not disturbed; this requirement will be secured by covenant.

The landscaping on site is designed to be low maintenance and feature native plantings. Street trees are proposed along Connaught Cr. and Crescentview Dr. and additional onsite trees and landscaping are provided. The project includes a public plaza at the corner of Connaught Dr. and Crescentview Dr.

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





## **9. Off-site improvements**

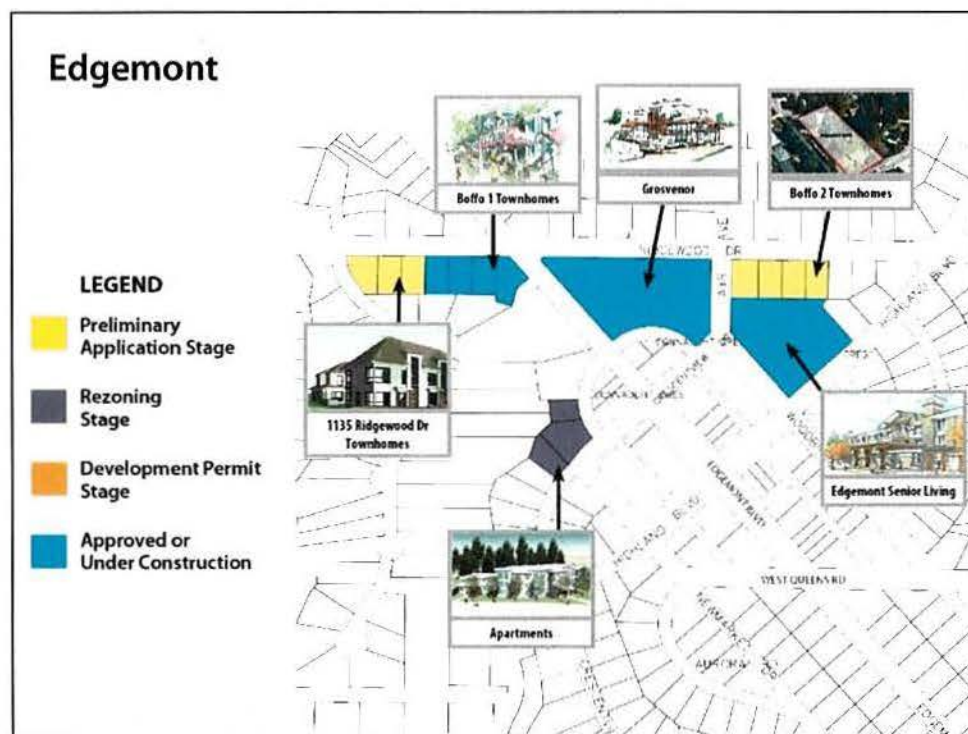
The application includes a statutory right of way to allow for an approximately 400 m<sup>2</sup> (1,300 sq. ft). public plaza; upgrades to sidewalks, street trees, curb, gutter, and lighting along the frontage of Connaught Cr. and Crescentview Dr.

## **10. Accessibility**

The proposal fulfils the requirements of the Accessible Design Policy for Multifamily Housing as 100% of the apartment units meet the 'Basic Accessible Design' criteria and 5% of the apartment units (2 units) meet the 'Enhanced Accessible Design' criteria. The project includes an elevator from the underground parkade to the all floors of the apartment building. Accessible design features proposed include: wider entry doors to allow for clear openings of 34"; lever-style handles; and, slip resistant flooring in bathroom and kitchen. The two 'Enhanced Accessible Design' units include a larger master bedroom to provide a 60" turning space next to bed; a continuous counter between the sink and the stove; and, visual alarm wiring.

## **11. Construction Management Plan**

The site is shown in relation to other residential construction projects and potential development projects in the image below, note that the Edgemont Seniors Living project is expected to be completed prior to construction commencing on this project:



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

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In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan as a condition of a Development Permit. The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Connaught Cr. and Crescentview Dr. Two-way traffic will be retained along Crescentview Dr. and one way traffic will be retained along Connaught Cr. The only road closures will be during the roadworks and during the sanitary main upgrades. The plan is required to be approved by the District prior to issuance of a building permit.

Construction is expected to take 15 months from the start of site clearing and demolition to occupancy.

In particular, the construction traffic management plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

**12. Public Input:**

The applicant held a facilitated Public Information Meeting (PIM) on November 26, 2015. The meeting was attended by approximately 40 members of the public. Comments made included concern over an increase in traffic and provision of sufficient on-site parking; a desire to maintain 3105 Crescentview Dr. as a single family house; support for the consistency of the proposal with the Edgemont Village: Plan and Design Guidelines; and, for the opportunity the project represents for young families to return to the North Shore.

A key issue for the neighbourhood was parking. The initial proposed parking ratio of 1.7 stalls per unit (including visitor parking) was a concern for many community members and the Edgemont Upper Capilano Community Association. In response to this concern, the applicant has reduced the number of units from 26 to 23 units so that there is now a 2.0 stall per unit parking ratio (including visitor parking).

Another concern cited by members of the public was the location of the underground parking access at the northeast corner of the site off of Connaught Cr. To ensure safe sightlines for vehicles exiting the driveway no vehicles will be permitted to park within 2 metres south of

**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

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the driveway. The proposed driveway and parking restriction to ensure safe sightlines is balanced by the reduction of the number of driveways on the site from two to one, which results in no net loss of on-street parking overall.

It is anticipated that there will be a net increase of 12 vehicle trips in the morning peak hours and 15 vehicle trips in the afternoon peak hours. This level of increase in trips from the development is not expected to have a material effect on the operation of the intersections.

The Edgemont Upper Capilano Community Association acknowledged that the project meets the intent of the Edgemont Village Centre: Plan and Design Guidelines and have indicated they have no objections to the project proceeding to Council for consideration, in particular due to the applicant's response to their concerns regarding parking.

### **13. Concurrence:**

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

### **14. Implementation**

Implementation of this project will require an OCP amendment bylaw, a rezoning, and a Housing Agreement, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8179 (Attachment C) rezones the subject site from Single Family Residential Edgemont (RSE) to a new Comprehensive Development Zone 95 (CD95) which:

- Establishes the multifamily residential use;
- Allows home occupations as an accessory use;
- Establishes a base density of 0.45 FSR and 6 units;
- Establishes a maximum density of 3,111m<sup>2</sup> (33,496 sq ft) and 23 units subject to payment of a \$337,095 Community Amenity Contribution;
- Requires registration of a housing agreement covenant prohibiting future strata rental restrictions;
- Allocates density between the apartment and the single family house;
- Requires all units to meet the basic accessible design criteria, two apartment units must also meet the enhanced accessible design criteria; and,
- Establishes parking and building regulations specific to this project.

Bylaw 8186, (Attachment D) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units.



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

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In addition, the following legal agreements are required and will be secured via a development covenant prior to zoning bylaw adoption:

- Green building covenant;
- Stormwater management covenant;
- Housing agreement covenant;
- Engineering servicing agreement covenant;
- Building covenant to secure accessible design and any other applicable building measures;
- Streamside protection and permanent fence covenant ;
- A statutory right of way for the public plaza; and,
- A consolidation plan.

### **Conclusion**

This project is consistent with the directions established in the OCP and the Edgemont Village Centre: Plan and Design Guidelines. The OCP amendment would change the designation of the single family lot from RES2 to RES5 to allow for underground parking which will span the entire site and serve both the apartment and the single family house. The project has addressed neighbourhood concerns regarding parking; it also addresses OCP housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

### **Options**

The following options are available for Council's consideration:

1. Introduce Bylaws 8178, 8179, and 8186 and refer Bylaw 8178 and 8179 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.

Respectfully submitted,

  
Natasha Letchford  
Community Planner

### **Attachments:**

- A. Architectural and Landscape Plans
- B. Bylaw 8178 – OCP Amendment
- C. Bylaw 8179 – Rezoning
- D. Bylaw 8186 – Housing Agreement



**SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house**

October 12, 2016

Page 12

<b>REVIEWED WITH:</b> <input type="checkbox"/> Sustainable Community Development <input type="checkbox"/> Development Services <input type="checkbox"/> Utilities <input type="checkbox"/> Engineering Operations <input type="checkbox"/> Parks & Environment <input type="checkbox"/> Economic Development	<b>REVIEWED WITH:</b> <input type="checkbox"/> Clerk's Office <input type="checkbox"/> Corporate Services <input type="checkbox"/> Communications <input type="checkbox"/> Finance <input type="checkbox"/> Fire Services <input type="checkbox"/> Human resources <input type="checkbox"/> ITS <input type="checkbox"/> Solicitor <input type="checkbox"/> GIS	<b>REVIEWED WITH:</b> External Agencies: <input type="checkbox"/> Library Board <input type="checkbox"/> NS Health <input type="checkbox"/> RCMP <input type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____	<b>REVIEWED WITH:</b> Advisory Committees: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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# 3105/3115 CRESCENTVIEW

Edgemont Village, North Vancouver



RAYMOND LETKEMAN  
ARCHITECTS LTD.  
2110 15th Avenue, Suite 100, North Vancouver, BC V8M 2K7  
Tel: (604) 444-8339 Fax: (604) 444-8377

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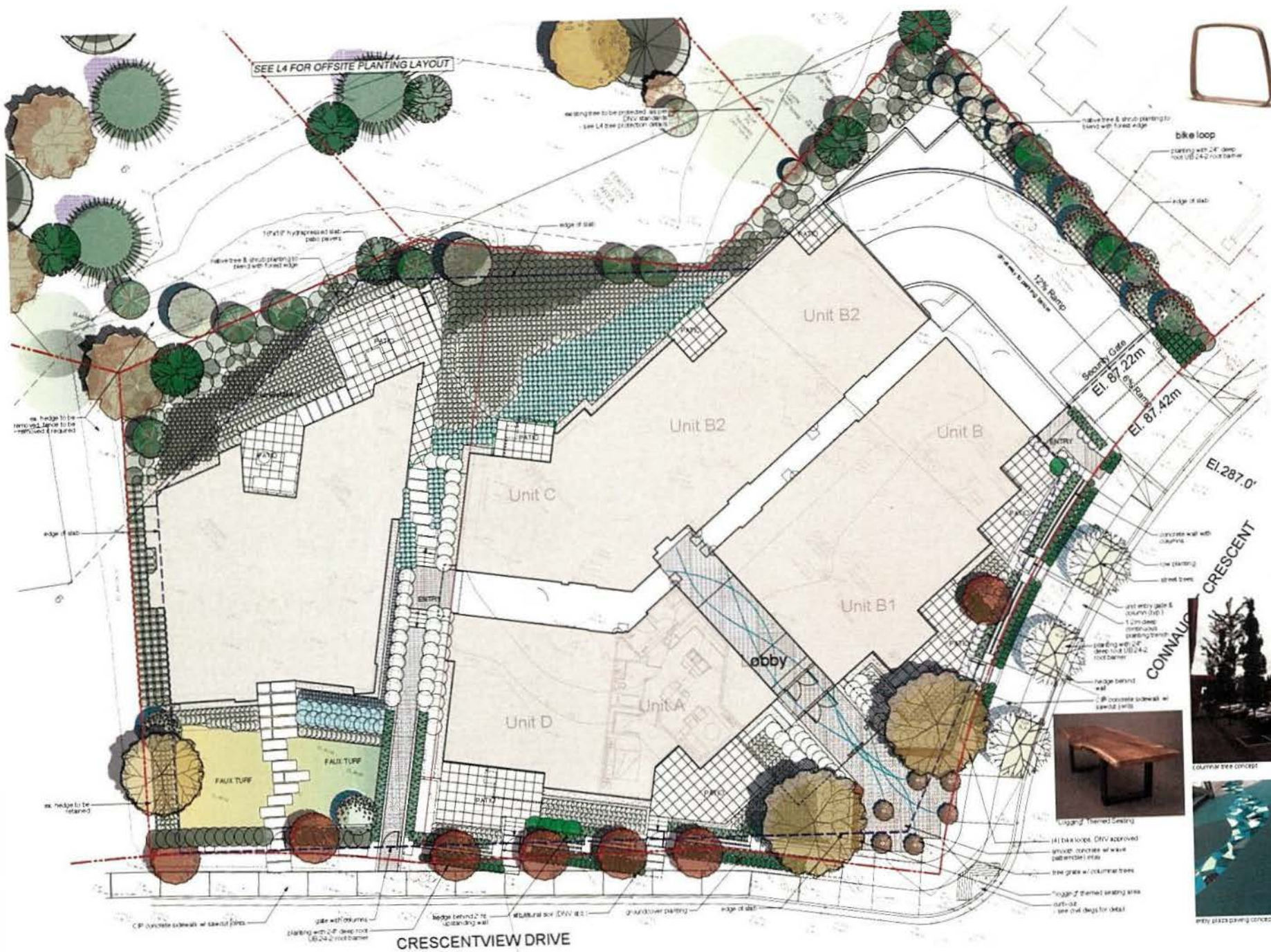
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October 15, 2015  
Permitted for Development Permit  
October 15, 2015  
Permitted for ADP  
December 10, 2015  
Permitted for Planning  
January 25, 2016  
Permitted for Planning  
March 15, 2016  
Permitted for Planning  
June 2, 2016  
Permitted for Planning  
June 22, 2016  
Permitted for Planning  
July 25, 2016

EDGE MONT  
VILLAGE  
3105/3115 Crescentview  
North Vancouver, BC

July 25, 2016







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200-011-1000-0000  
North Vancouver  
British Columbia  
Canada V7P 2B8  
www.formadesign.ca  
Tel: 604-988-1100

1. March 11, 2016 - issued for  
reviewing & approval  
2. April 15, 2016 - reviewed for  
revisions  
3. May 15, 2016 - issued for DNV  
comments for (C) & (D) & (E)  
4. July 27, 2016 - issued for  
final review

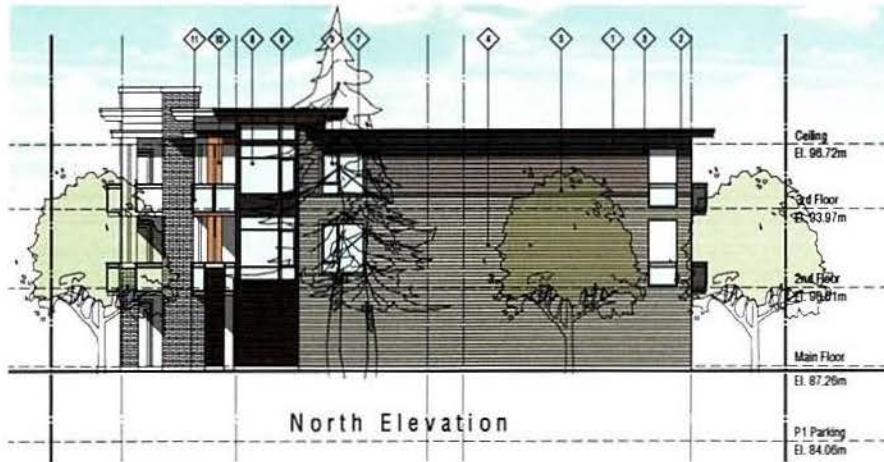
2100 2113 CRESCENTVIEW  
(Equipment) Wages  
for 10 Vancouver, BC

LANDSCAPE PLAN  
for the site plan

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11.000

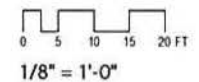
11.000  
11.000





## Exterior Finish Legend

Roof	Asphalt roof shingles	Pabco Primer Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-77 Alexandria Beige	Aluminum Windows: Prefinished	Charcoal
Fascias	2 x 4 on 2 x 10 wood, painted	Benjamin Moore HC-155 Kendall Charcoal	Brick Siding	Norman Size	Mutual Materials Red Vantage Beige	Window Trims	2x4 wood
Soffit	6" Cedar T&G Soffit with V-grooves, smooth, stained	Benjamin Moore HC-122 Bennington Grey	Windows	Vinyl frames, refer to schedule		Beams & Posts	Gulam, stained
Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure					Guard Rail	Aluminum rails, posts & pickets w/ clear glazing
							Match Adjacent Siding Color
							079 Natural Slaters
							Charcoal



## Building Elevations

VP = 1' = 0"  
July 26, 2016

SK-4.1

**Revisions**

Issued for Permitting  
October 16, 2015  
Issued for Development Permit  
October 16, 2015  
Issued for ADP  
December 10, 2015  
Reissued for Permitting  
January 24, 2016  
Reissued for Permitting  
March 15, 2016  
Reissued for Permitting  
June 2, 2016  
Reissued for Permitting  
June 2, 2016  
Reissued for Permitting  
June 22, 2016  
Reissued for Permitting  
July 29, 2016



Front Elevation



Side Elevation



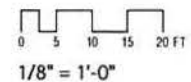
Rear Elevation



Side Elevation

**Exterior Finish Legend**

◆ Roof	Asphalt roof shingles	Pabco Premier Pewter Gray	◆ Aluminum Windows	Polished	Charcoal	◆ Fibre Cement Panel	HardPanel	Benjamin Moore
◆ Fascia	2 x 4 on 2 x 10 wood, painted	Benjamin Moore	◆ Beams & Posts	Glaire, stained	078 Natural Sweets	◆ Concrete	Board Formed	HC-166 Kendall Charcoal
◆ Soffit	1/2" Cedar T&G Soffit with V-grooves, smooth, stained	Broda Maple 202	◆ Siding	Douglas fir, 6" exposure smooth, stained	078 Natural Sweets	◆ Guardrail	Tempered glass	078 Natural Sweets





**Revisions:**  
Issued for Planning  
October 15, 2015  
Issued for Development Permit  
October 15, 2015  
Issued for ADP  
December 10, 2015  
Revised for Planning  
January 25, 2016  
Revised for Planning  
March 15, 2016  
Revised for Planning  
June 9, 2016  
Revised for Planning  
June 22, 2016  
Revised for Planning  
July 29, 2016



Benjamin Moore HC-77 Alexandria Beige  
Wall siding 1, window trims



Benjamin Moore HC-82 Bennington Grey  
Wall siding 2, window trims



Mutual Materials, Red Varitone  
Brick Siding



078 Natural Sikksens  
Glulam beams and posts



Benjamin Moore HC-166 Kendall Charcoal  
Fascias



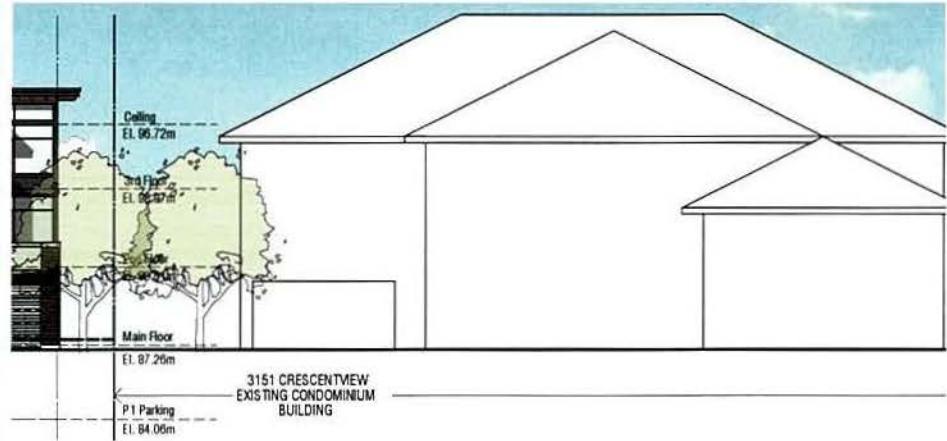
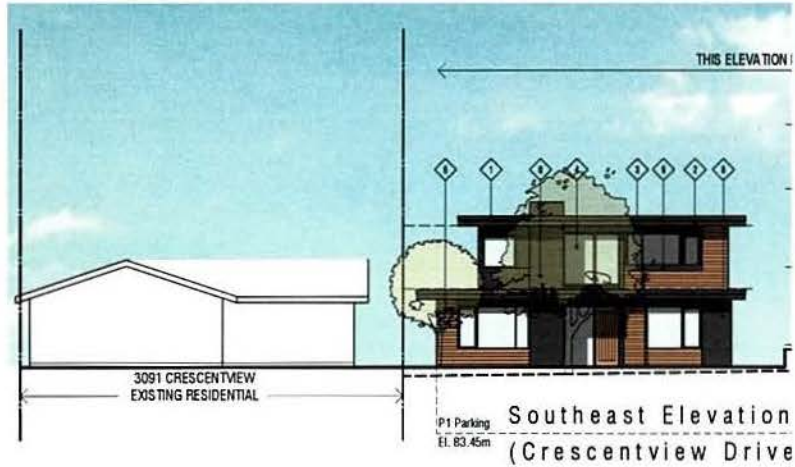
Black  
Aluminum Windows



- Roof:** Flat roof  
SBS membrane, Light Grey
- Fascias:** 2x4 on 2x10 wood, painted  
Benjamin Moore HC-166 Kendall Charcoal
- Soffit:** 6" Cedar T&G Soffit with V grooves, Smooth, Stained  
Broda Maple 209
- Wall Siding 1:** Hardiplank Lap Siding, Smooth, painted, 6" exposure  
Benjamin Moore HC-77 Alexandria Beige
- Wall Siding 2:** Hardiplank Lap Siding, Smooth, painted, 6" exposure  
Benjamin Moore HC-82 Bennington Grey
- Window:** Vinyl frames, Beige  
Refer to windows schedule
- Window:** Aluminum, prefinished  
Black
- Window Trims:** 2x4 wood, painted  
Matched to Adjacent Siding Color
- Guard Rail:** Aluminum rails, posts & pickets  
w/ glazing  
Charcoal
- Beams & posts:** Glulam, Stained  
078 Natural Sikksens
- Brick Siding:** Norman Slze  
Mutual Materials, Red Varitone

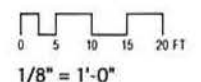
**Revisions**

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October 15, 2015  
Issued for Development Permit  
October 15, 2015  
Issued for ADP  
December 10, 2015  
Revised for Planning  
January 21, 2016  
Revised for Planning  
March 15, 2016  
Revised for Planning  
June 2, 2016  
Revised for Planning  
June 8, 2016  
Revised for Planning  
June 22, 2016  
Revised for Planning  
July 21, 2016



**Exterior Finish Legend**

Roof	Asphalt roof shingles	Pabco Primer Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-77 Alexandra Beige	Aluminum Windows: Prefinished	Charcoal
Fascia	2 x 4 on 2 x 10 wood, painted	Benjamin Moore HC-155 Kendall Charcoal	Brick Siding	Norman Stone	Mutual Materials Red Vantone	Window Trims	2x4 wood
Soffit	6" Cedar T&G Soffit with V-grooves, smooth, stained	Broda Maple 209	Windows	Vinyl frames, refer to schedule	Beige	Beams & Posts	Glulam, stained
Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-82 Bennington Grey				Guard Rail	Aluminum rails, posts & pickets w/ clear glazing



**Building Elevations**

VP = 1/8"  
Jan 21, 2016

**SK-4.0**



**Revisions**

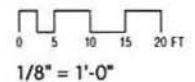
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December 12, 2015  
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Revised for Planning  
March 15, 2016  
Revised for Planning  
June 2, 2016  
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June 6, 2016  
Revised for Planning  
June 22, 2016  
Revised for Planning  
July 29, 2016



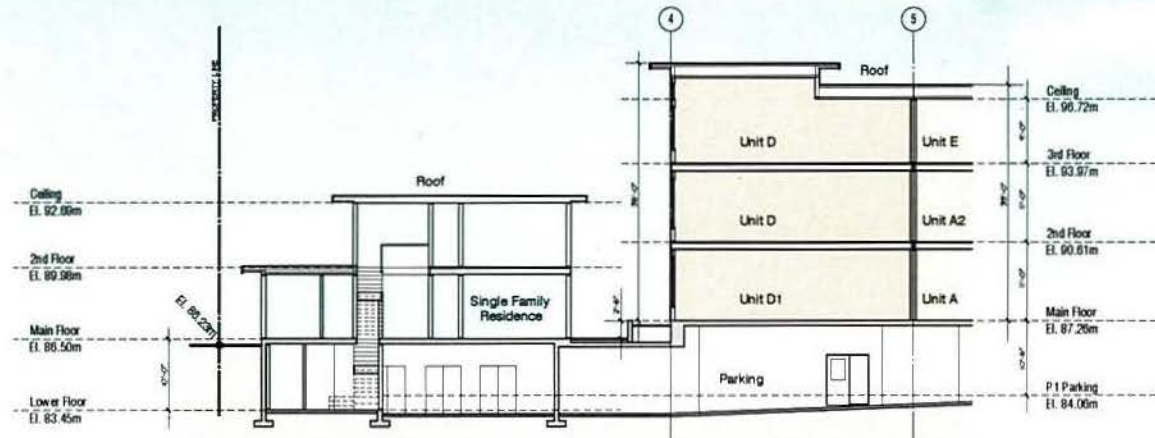
**EDGEMONT VILLAGE**  
3106/3115 Crescentview  
North Vancouver, B.C.

**Streetscape Elevations**

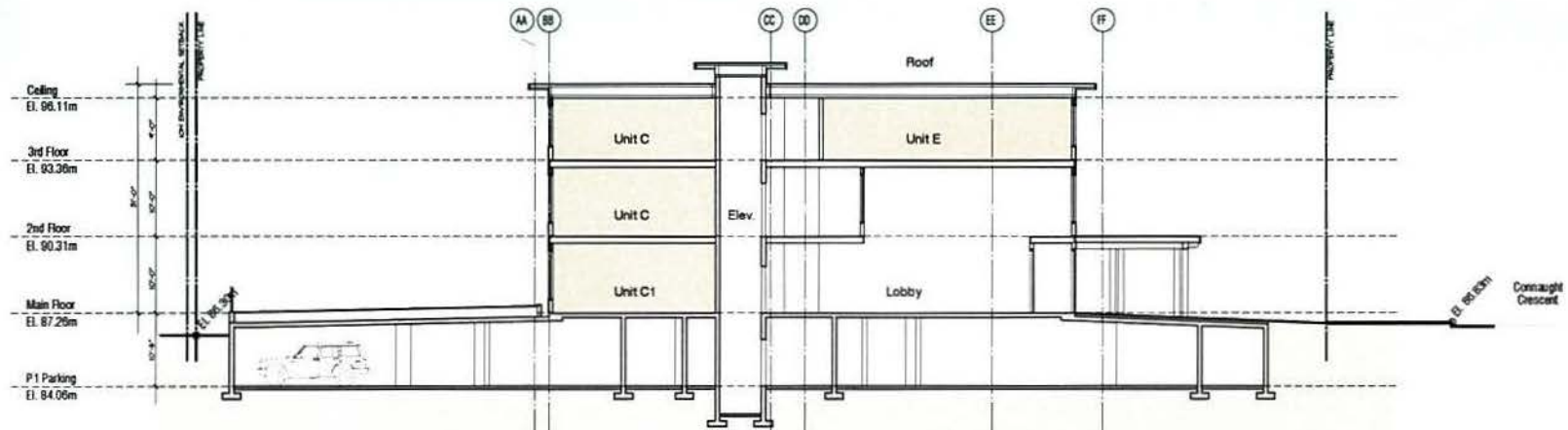
1/8" = 1'-0"  
July 29, 2016



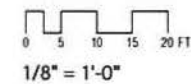
**SK-4.3**



Section C - C



Section D - D





March 21/September 21, 10am



June 21, 10am



March 21/September 21, 12pm



June 21, 12pm



March 21/September 21, 2pm



June 21, 2pm



March 21/September 21, 6pm



June 21, 6pm



**The Corporation of the District of North Vancouver****Bylaw 8178**

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900, 2011

---

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)".

**2. Amendments**

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment;
- b) Map 3.1 Form and character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Development Permit Area; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area.

**READ** a first time by a majority of all Council members.

**PUBLIC HEARING** held

**READ** a second time by a majority of all Council members.

**READ** a third time by a majority of all Council members.

**ADOPTED** by a majority of all Council members.



---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

# Bylaw 8178 Schedule A

## BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



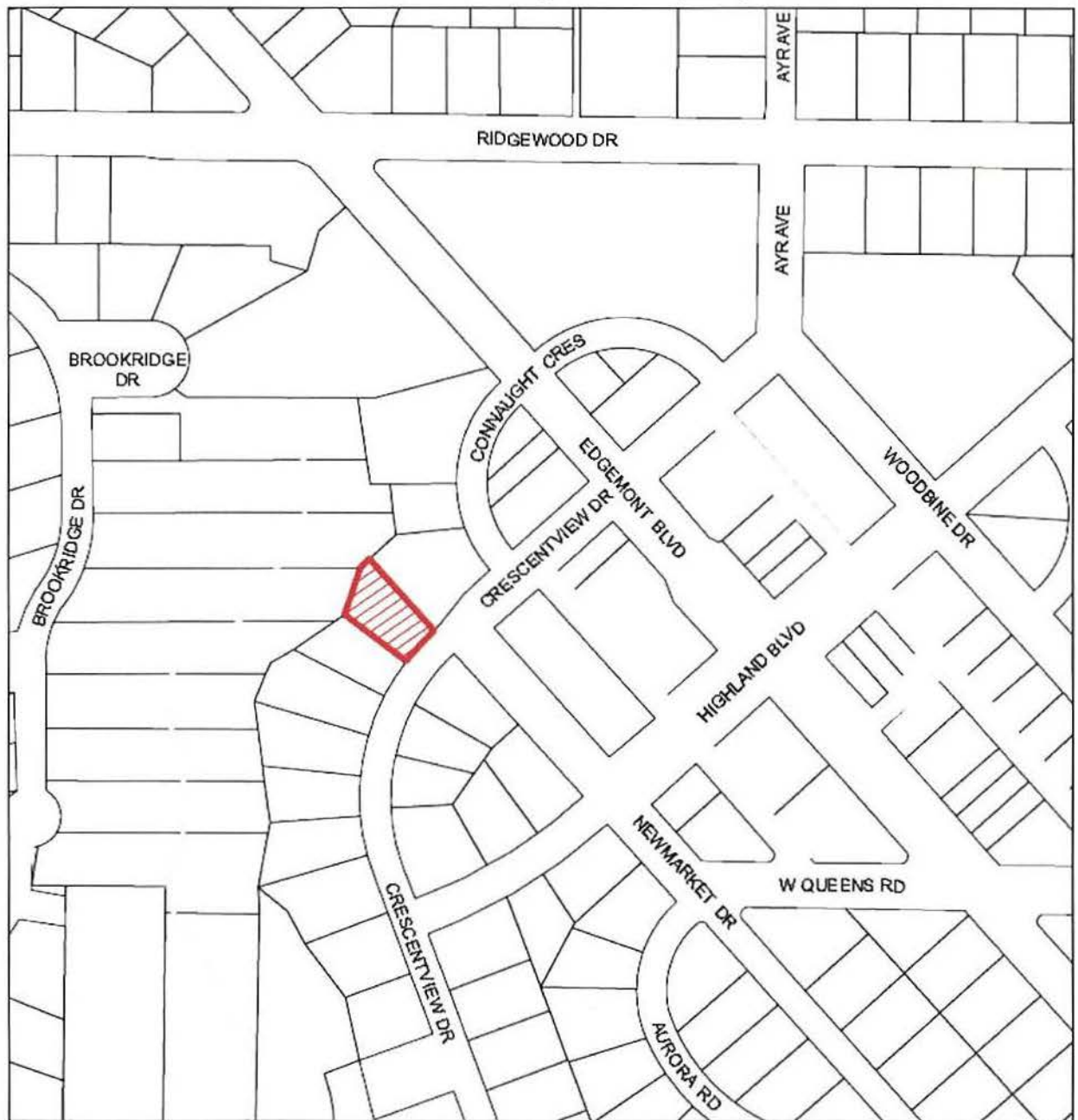
Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment



## Bylaw 8178 Schedule B

### BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)  
Amendment Bylaw 8178 (2016)



- Map 3.1 Form and character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area
- Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area



## The Corporation of the District of North Vancouver

### Bylaw 8179

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

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

#### 1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)".

#### 2. Amendments

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

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

"Comprehensive Development Zone 95 CD95"

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

**"4B95 Comprehensive Development Zone 95 CD95"**

**The CD95 Zone is applied to:**

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

#### **4B95-1) Intent:**

The purpose of the CD95 Zone is to establish specific land use and development regulations for a 23 unit apartment and one single family house project.

#### **4B95-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 95 Zone:



- a) Uses permitted without conditions:
  - i. Three storey residential building, low-rise apartment; and,
  - ii. Two storey residential building, single family house.
- b) Conditional uses:
  - i. Not applicable

**4B95-3) Conditions of Use:**

- a) Secondary suites are not permitted in the CD95 Zone

**4B95-4) Accessory Uses:**

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

**4B95-5) Density:**

- (a) The maximum permitted density in the CD95 Zone is limited to a floor space ratio (FSR) of 0.45 inclusive of any density bonus for energy performance and a maximum of 6 dwelling units;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Underground parking level

**4B95-6) Amenities:**

- (a) Despite subsection 4B95-5, density in the CD95 Zone is increased to a maximum floor space of 3,112m<sup>2</sup> (33,496 sq ft) inclusive of any density bonus for energy performance; and, a maximum of 22 units in a low-rise apartment and a maximum of one unit in a detached single family house, if the owner:
  - i. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units;
  - ii. Contributes \$337,095 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure 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;

- iii. Ensures a minimum of 364 m<sup>2</sup> (3,918 sq. ft.) of the total permissible floor space occurs in Area A as noted in Schedule B.
- iv. Ensures a minimum of 2,748 m<sup>2</sup> (29,581 sq. ft.) of the total permissible floor space must occur in Area B as noted in Schedule B.

**4B95-7) Setbacks:**

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, or projecting balconies, said projecting balconies not to exceed 0.9 m (3.0 ft) as established by development permit and in accordance with Figure 1:



**Figure 1.**

**4B95-8) Coverage:**

- (a) Maximum building coverage is 58%; not including underground parking or patios;

- (b) Maximum site coverage is 60%; not including underground parking or patios.

**4B95-9) Height:**

- (a) The maximum permitted height for any building in the CD95 Zone is as follows:
  - i. Area A: 7.3 m (24.0 ft)
  - ii. Area B: 11.75 m (38.5 ft)

**4B95-13) Landscaping:**

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

**4B95-14) Parking and Loading Regulations:**

- (a) A minimum of 46 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- (b) A minimum of 6 parking spaces are required for designated visitor parking;
- (c) A maximum of 15 parking spaces may be small car spaces;
- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- (e) A minimum of 26 class 1 resident bicycle storage spaces must be provided;
- (f) A minimum of 5 class 2 visitor bicycle parking spaces must be provided."
- (g) The Zoning Map is amended in the case of the lands illustrated on the attached maps (Schedule A and Schedule B) by rezoning the land to Comprehensive Development Zone 95 (CD 95).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1341 (Bylaw 8179)" 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



## Bylaw 8179 Schedule A

### BYLAW 8179

#### The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)



REZONE THE LANDS  
FROM SINGLE FAMILY RESIDENTIAL EDMONTON ZONE (RSE)  
TO COMPREHENSIVE DEVELOPMENT ZONE 95 (CD95)



Bylaw 8179 Schedule B

**BYLAW 8179**

**The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)**



AREA A

AREA B



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

**Bylaw 8186**

A bylaw to enter into a Housing Agreement (3105 and 3115 Crescentview Dr.)

---

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 8186, 2016 (3105 and 3115 Crescentview Dr.)".

**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 Mike Fournugerakis substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

**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 8186**

**SECTION 219 COVENANT – HOUSING AGREEMENT**

This agreement is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**MIKE FOURNUGERAKIS**, 3115 Crescentview Dr., North Vancouver, BC V7R 2V2

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 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 (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) *"Development Permit"* means development permit No. \_\_\_\_\_ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (d) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (e) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (f) *"Unit"* means a residential dwelling strata unit in the Proposed Development; and
- (g) *"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 8186 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing 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), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8179), is not adopted by the District's Council before December 31, 2016, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

#### 4. DEFAULT AND REMEDIES

##### 4.01 Notice of Default

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

##### 4.02 Costs

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

##### 4.03 Damages an Inadequate Remedy

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

##### 4.04 Equitable Remedies

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

##### 4.05 No Penalty or Forfeiture

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

##### 4.06 Cumulative Remedies

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



## **5. LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **6. GENERAL PROVISIONS**

### **6.01 District's Power Unaffected**

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

Mike Fournugerakis  
3115 Crescentview Dr.  
North Vancouver, BC V7R 2V2

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 and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

**7. INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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



7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8186.

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.

### GRANT OF PRIORITY

WHEREAS \_\_\_\_\_ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) \_\_\_\_\_ (the "Charge");

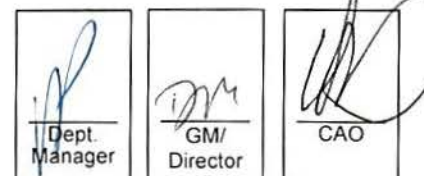
AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the 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>May 1, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

April 21, 2017  
File: 08.3060.20/038.15

**AUTHOR:** Natasha Letchford, Planner

**SUBJECT:** Development Permit 38.15: 3105 and 3115 Crescentview Dr. (22 unit apartment building and one single family house)

### RECOMMENDATION

THAT Development Permit 38.15 (Attachment A) for a 22 unit apartment building and one single family house at 3105 and 3115 Crescentview Dr. be issued.

### REASON FOR REPORT

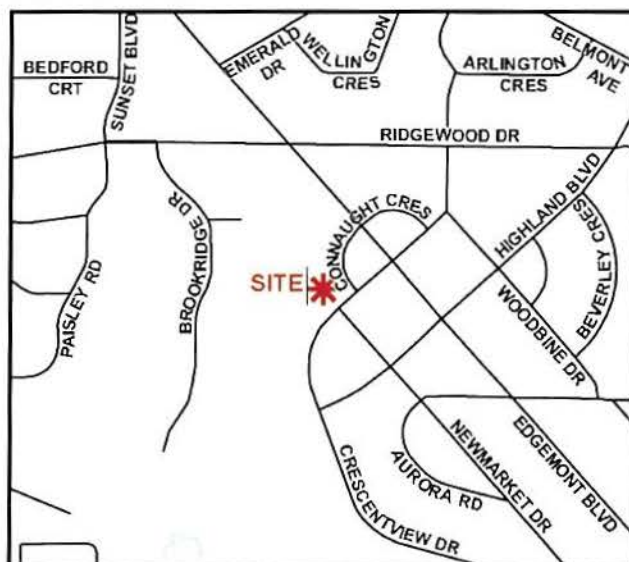
The site is in Development Permit Areas for:

- Form and Character of Commercial, Industrial, and Multifamily Development;
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Streamside Protection;
- Slope Hazard; and,
- Wildfire Hazard.

The proposed development requires issuance of a Development Permit by Council.

### SUMMARY

This project comprises a total of 23 units: a three-storey 22 unit apartment building and a separate two storey single family house all located over a shared underground parking structure.



The proposal complies with the District's Official Community Plan, the OCP's Schedule B Development Permit Area Guidelines, and the CD95 zone.

## **BACKGROUND**

Bylaw 8178, amending the District Official Community Plan (OCP); Bylaw 8179, rezoning the subject land to a new CD95 Zone; and Bylaw 8186, a Housing Agreement Bylaw prohibiting future strata rental restrictions; received 3<sup>rd</sup> Reading on January 30, 2017 and are scheduled for adoption on May 1, 2017. If the three bylaws are adopted, the project is ready to be considered for issuance of a Development Permit.

The legal framework for the project includes a development covenant, registered on title, which secures the following:

- statutory right of way for corner plaza
- covenant setting a construction start date of no earlier than February 2018
- green building covenant
- streamside preservation covenant
- slope hazard covenant
- stormwater management covenant
- accessible design features
- covenant to specify that unsold parking spaces be transferred to strata corporation
- registration of housing agreement regarding prohibition of rental restrictions
- unit mix
- electric vehicle charging requirements
- bicycle storage requirements
- an accepted construction traffic management plan
- an engineering servicing agreement

## **EXISTING POLICY**

### Development Permit Area Designations

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

- Form and Character of Commercial, Industrial, and Multifamily Development;
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Streamside Protection;
- Slope Hazard; and,
- Wildfire Hazard.

The proposal has been reviewed against Schedule B of the OCP and the Edgemont Village: Plan and Design Guidelines. The proposal is consistent with the applicable development permit guidelines.



## ANALYSIS

### Site and Surrounding Areas

The development site is located at the corner of Crescentview Dr. and Connaught Cr. Surrounding properties include "Edgemont Villa" a three-storey apartment building to the north; single family homes to the south and west; and Edgemont Village commercial uses to the east and southeast.

### Project Description

The project includes 22 strata units in a three storey apartment building and one two storey single family house.

A public plaza is located at the corner of Connaught Cr. and Crescentview Dr. to be constructed by the applicant and to be secured by right of way.

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

#### Building Design

The apartment building is three storeys and approximately 11.3 m (37 ft.) in height and the single family unit is two storeys and approximately 7.15 m (23.5 ft) in height.

Thirteen of the units are two bedroom or two bedroom plus; three are one bedroom units; and six are three bedroom units. The apartment units range in size from 69.7 m<sup>2</sup> (750 sq. ft.) to 118 m<sup>2</sup> (1,739 sq. ft.). The detached single unit is four bedrooms and 337 m<sup>2</sup> (3,633 sq. ft.) in size.

Building materials consist of brick, wood, glulam posts and beams, "hardiplank" siding materials, and aluminium window frames.





### Parking

Parking is provided on a single level underground garage with access from Connaught Dr. A total of 46 parking stalls are proposed which provides 2.0 parking stalls per unit, inclusive of six visitor stalls.

Bike storage in the underground garage provides for one secure bicycle parking stall per unit for a total of 23 Class 1 (long term) secure bicycle stalls. An additional four Class 2 (short term) bicycle stalls are provided at grade level.

The project has been reviewed against the OCP's Design Guidelines for Form and Character for Multi-Family Housing and the project complies with the guidelines.

Notable highlights from the guidelines include:

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

- The existing "Edgemont Villa" apartment building to the north is taller than the proposed building as illustrated in the image on the right.
- The detached single family house steps down from two storeys to one storey to respond to the adjacent single storey house to the south.



**B2.2 Corner Sites:** *On corner sites, both frontages should be designed to face the street and the building should address the corner with strong massing.*

- The apartment building effectively turns the corner with the main entrance addressing the intersection of Connaught Cr. and Crescentview Dr. The corner is further distinguished by the creation of a small public plaza.





**B3.4 Unit Identity and Relationship to the Street:** *Buildings should be designed to provide a rhythm to the street frontage. Ground level units are encouraged to have front doors on the street, and designs that celebrate the unit identity. To add to the “eyes on the street” unit layouts that provided living space that overlooks the street are encouraged.*

- All ground floor units have fronting sidewalk gates, patios, and doors. The units are designed so that living space overlooks the street and provide “eyes on the street.”



**3.21 Noise Levels:** *Building Designs should demonstrate that...sound level in the dwelling do not exceed the noise levels set out in Guidelines for Multi-Family Housing.*

- Development Permit 38.15 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. Prior to issuance of a building permit the must submit a report from a qualified noise consultant demonstrating that the building will meet these standards.

### Landscaping

Generous landscaping is proposed along the perimeter of the site as well as the planting of numerous street trees. A portion of the landscaping at the rear of the property, which backs onto a large wooded ravine, is within the streamside protection area. In recognition of the need for habitat restoration and compensation, the proposed plantings are a mix of native vegetation at a fairly high density to avoid intrusion by invasive species.

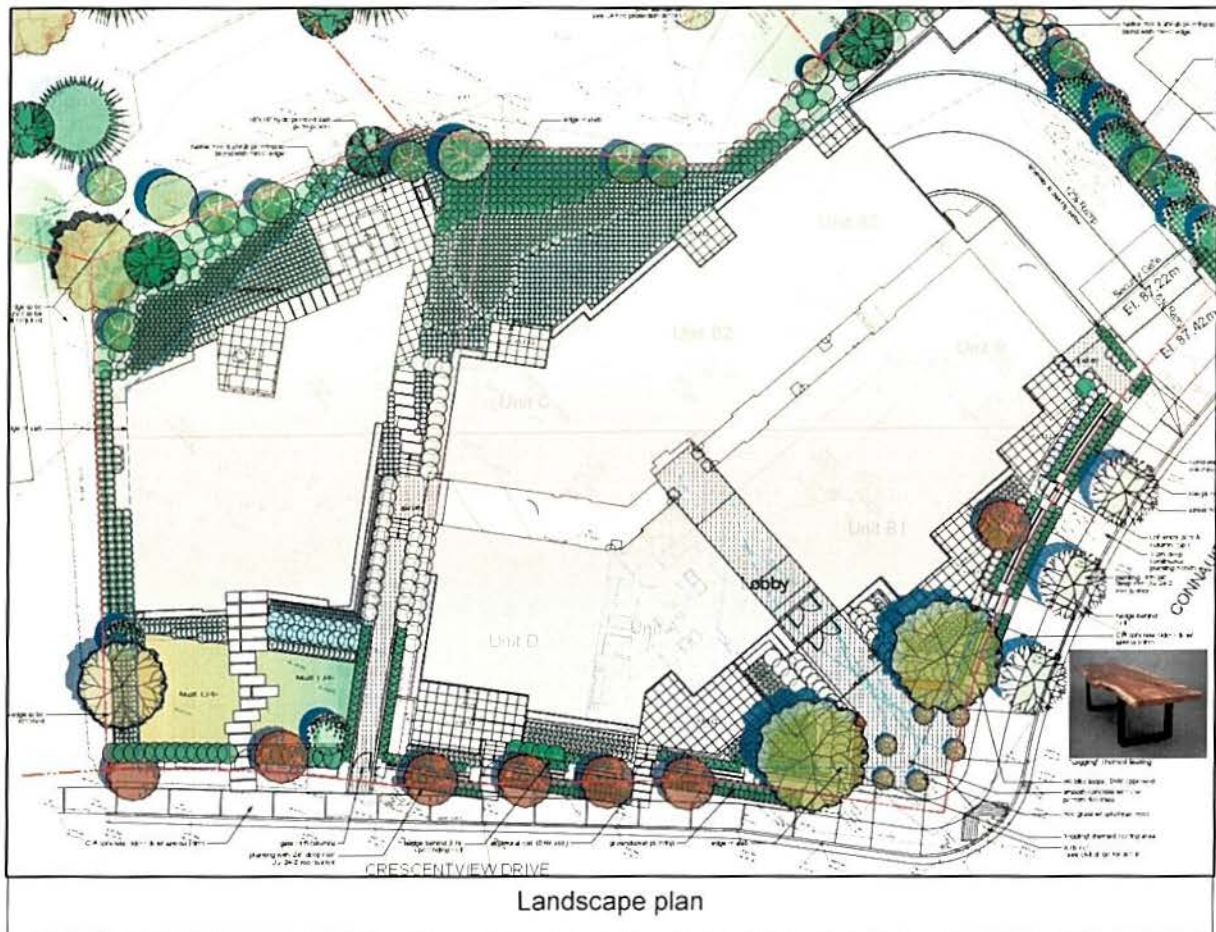
**B2.5 Sustainable Landscape Design:** *Landscape design should be coordinated with buildings design, site servicing, utility placement and neighbourhood objectives.*

- The landscape plan has been coordinated with the architectural and civil drawings to ensure that no conflicts occur in the design.

**B3.14 Private Outdoor Space:** *Private or semi-private outdoor space should be provided for each dwelling unit in the form of patios, balconies, or rooftop decks that allow for outdoor seating.*

- All ground floor units have access to a private patio; the second floor units have access to a private balcony; and the third floor units have access to a private roof deck. The detached single family unit has both front and rear yard outdoor spaces.





**B1.5 Hierarchy of Public and Private Space:** *In considering the connections through a development site, the adjacencies to public spaces and public streets, the project must define those spaces that are entirely public, and those which are semi-private and design them accordingly.*

- The site is landscaped in a manner to delineate the public realm from the private front patios while maintaining a connection between the building and the street. The public plaza is separated from the private entrance to the apartment lobby through the use of shrubs and large trees and the placement of benches.

#### Accessible Units

In response to the District's Accessible Design Policy for Multi-Family Housing, 100% of the units will be designed to meet the basic accessible design criteria and 5%, meaning two of the units, will meet the enhanced accessible design criteria. The accessible design features are secured by the Development Covenant.



## **Development Permit for Energy and Water Conservation and Greenhouse Gas Emission Reductions**

In accordance with the OCP's Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the District's Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures that will result in reduced costs for future owners. The applicant is utilizing an acceptable green building rating system for both the detached single family unit and the apartment building and is required to incorporate a range of features to meet a target equivalent to "Gold" standard as well as an energy performance baseline.

Notable highlights from the guidelines in the apartment building include:

Energy Conservation: *Reduce energy consumption in new buildings. Encourage occupant comfort and health and the efficient use of resources in new buildings.*

- An individually-controlled active Heat Recovery Ventilator (HRV) will be installed. The HRV uses heat exhausted from the building to pre-heat fresh air brought in for ventilation. The process used to do this takes advantage of the heat in the exhaust air to preheat the incoming air, thereby saving energy.

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

- All windows are Energy Star labelled. These windows insulate better than standard windows, will reduce noise impacts and can result in less condensation forming in cold weather.

Greenhouse Gas Emission: *locally or regionally-sourced building materials should be used to reduce transportation energy costs*

- Wood for the structure will come from sustainably harvested sources with certification from Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), or Canadian Standards Association's Sustainable Forest Management Standard (CAN/CSA-Z809-02)

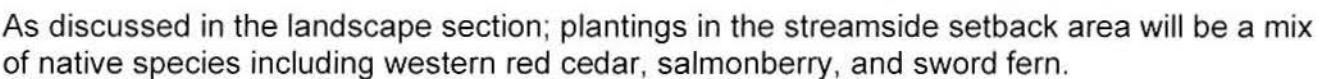
The green building covenant will establish the minimum energy performance baseline and will incorporate measures to ensure the project meets the building performance targets

## **Development Permit for Streamside Protection**

The goal of the Streamside Protection development permit area is to protect the District's network of streams, wetlands, and riparian wildlife corridors. Since the site is within the streamside protection area for a ravine, a 10 m setback from the top of bank is required.

The majority of the development on the site, including the apartment building and the detached single family unit, is outside of the protected area. The underground parking structure is restricted in size to respect the streamside setback. There is a small encroachment on the north-west corner of the site into the protected area by the underground garage ramp. In order to compensate for this encroachment, the applicant is

The applicant will be providing 140 m<sup>2</sup> (1,507 sq. ft.) of restoration and compensation which exceeds the required ratio of 2:1. The District Environment Department has reviewed the proposal and supports the restoration and compensation approach. The landscape plan includes a fence along the 10 m setback line to ensure no future encroachments into the streamside protection area.



224

### **Development Permit for Slope Hazard**

In accordance with the Slope Hazard Development Permit Area Guidelines, the applicant has submitted a report from Phillips Engineering Ltd. that confirms that development on this site is feasible and is safe for the intended use and meets the District's requirements for risk tolerance. The report provides recommendations that must be followed both for the design, and during construction.

The development covenant requires a separate slope covenant which will include the report from Phillips Engineering Ltd. The District's Section Manager for Public Safety has reviewed and accepted the Phillips Engineering Ltd. report and the site will be developed in accordance with the accepted report. DP 38.15 references this report.

### **Development Permit for Wildfire Hazard**

The site backs onto the densely-treed ravine of Mackay Creek. To lower the risk level of wildfire spreading to neighbouring properties the proposal's landscaping, building design, and construction materials have been selected to be compliant with the development permit area guidelines. The applicant has submitted a Wildfire Hazard Assessment report by B.A. Blackwell and Associates. The buildings were evaluated using FireSmart principles and some features of the building include balconies, decks, and porches constructed and sheathed with ignition resistant materials. All landscaping within 10 m (33 ft) of the buildings will be low flammability (deciduous). The development covenant requires a separate wildfire covenant which will include the report from B.A. Blackwell and Associates Ltd., and the site will be developed in accordance with the accepted report. DP 38.15 references this report.

### **Off-site Improvements**

The application includes construction of an approximately 400 m<sup>2</sup> (1,300 sq. ft). public plaza; upgrades to sidewalks, street trees, curb, gutter, and lighting along the frontage of Connaught Cr. and Crescentview Dr.; sanitary sewer main upgrades; storm main upgrades; water main upgrades; and fibre optic installation to extend the District's fibre optic network.

### **Community Amenity Contribution**

A CAC of \$337,095 is included in the CD95 Zone. It is anticipated that the CACs from this development will be directed toward public art; park and trail improvements; the affordable housing fund; or, other public realm infrastructure improvements.

### **CONCURRENCE**

#### Staff

The project has been reviewed by staff from Permits, Parks, Environment, Public Safety, Engineering, Policy Planning, Urban Design, Transportation Planning, Fire Department and the Municipal Solicitor.



### Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on December 10, 2015. The Panel recommended approval of the project subject to resolution of the comments made by the Panel at its review. In response to the Panel's comments the window trim has been adjusted, some of the brick piers have been removed and the eaves have been streamlined.

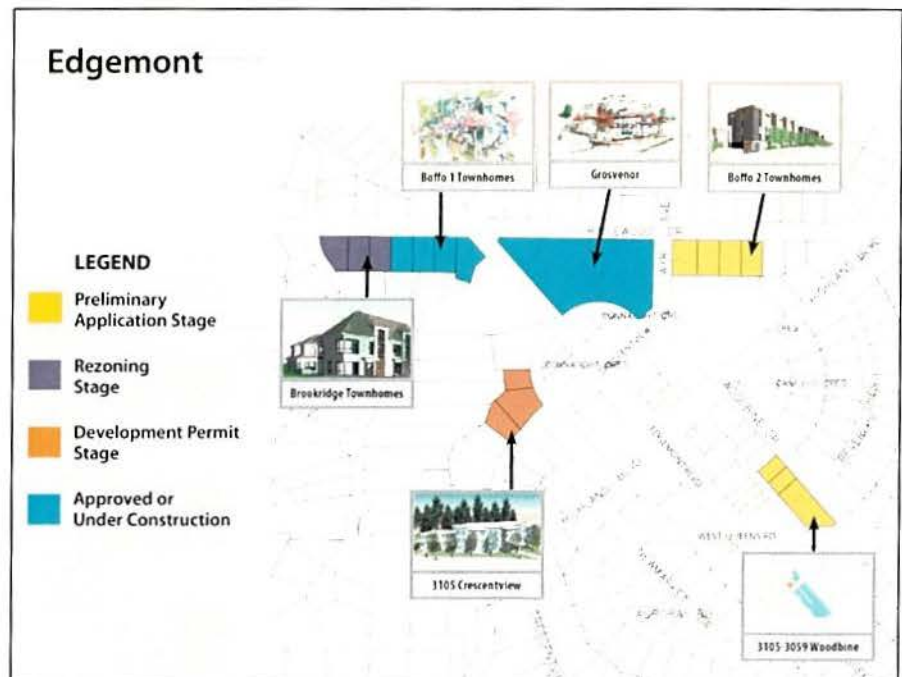
Staff are satisfied that the revisions address the Panel's comments.

### **CONSTRUCTION TRAFFIC MANAGEMENT**

The site is shown in relation to other construction projects and potential development projects.

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan as a condition of a Development Permit and the Development Covenant.

In particular, the construction traffic management plan must:



1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

The following are some key features of the plan for this proposal:

#### *Construction timing*

- A construction start date of no earlier than February 2018 is secured through the development covenant
- Construction (from site clearing to occupancy) is expected to take 15 months



*Road circulation*

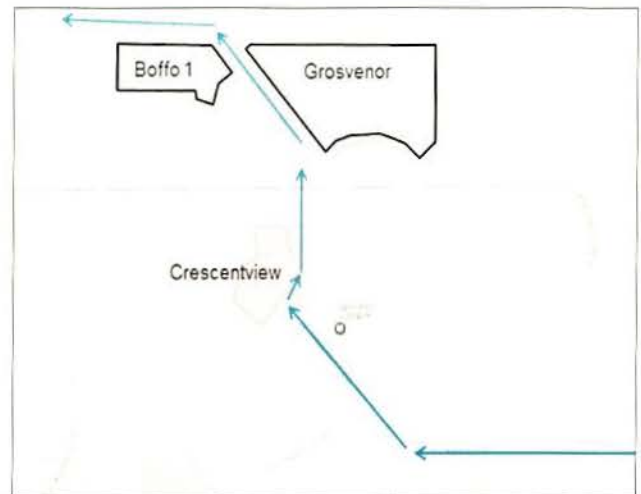
- Two-way traffic will be retained along Crescentview Dr. and one way traffic will be retained along Connaught Cr.
- The only road closures accommodated will be during roadworks and during sanitary main upgrades. The plan and timing of any road closures must be approved by the District prior to issuance of an excavation permit or a building permit

*Routing of Trucks*

- Construction vehicle traffic will not go through the Village core

*Security*

- A \$50,000 construction traffic management security deposit is required. This deposit will be used to cover any enforcement ticketing and creates a financial incentive for the developer to ensure efficient traffic flows, enforcement of parking, and construction vehicle routing in the area



Proposed vehicle routing for construction

**PUBLIC INPUT**

Public Information Meeting

The applicant held a facilitated Public Information Meeting (PIM) on November 26, 2015. The meeting was attended by approximately 40 members of the public. Comments made included:

- traffic and parking;
- maintain 3105 Crescentview Dr. as a single family house;
- support for consistency of the proposal with the "Edgemont Village: Plan and Design Guidelines"; and,
- support for housing options for young families.

The Edgemont/Upper Capilano Community Association acknowledged that the project meets the intent of the Edgemont Village Centre: Plan and Design Guidelines and has indicated no objections to the project proceeding to Council for consideration, in particular due to the applicant's response to concerns regarding on-site parking.

**CONCLUSION**


The project has been developed in accordance with the OCP, Edgemont Village: Plan and Design Guidelines, the CD95 Zone and the Development Permit Area Guidelines for Multi-Family Housing, Energy and Water Conservation and Greenhouse Gas Emission Reduction, Streamside Protection, Wildfire Hazard, and Slope Hazard in the OCP. Development Permit 38.15 is now ready for Council's consideration.

## Options

The following options are available for Council's consideration:

1. Issue Development Permit 38.15 (Attachment A); or,
2. Deny Development Permit 38.15 and provide staff with direction.

Regards,

for   
Natasha Letchford  
Planner

Attachment: 1. DP 38.15

### REVIEWED WITH:

<input type="checkbox"/> Sustainable Community Dev.	_____
<input type="checkbox"/> Development Services	_____
<input type="checkbox"/> Utilities	_____
<input type="checkbox"/> Engineering Operations	_____
<input type="checkbox"/> Parks	_____
<input type="checkbox"/> Environment	_____
<input type="checkbox"/> Facilities	_____
<input type="checkbox"/> Human Resources	_____

<input type="checkbox"/> Clerk's Office	_____
<input type="checkbox"/> Communications	_____
<input type="checkbox"/> Finance	_____
<input type="checkbox"/> Fire Services	_____
<input type="checkbox"/> ITS	_____
<input type="checkbox"/> Solicitor	_____
<input type="checkbox"/> GIS	_____
<input type="checkbox"/> Real Estate	_____

External Agencies:

<input type="checkbox"/> Library Board	_____
<input type="checkbox"/> NS Health	_____
<input type="checkbox"/> RCMP	_____
<input type="checkbox"/> NVRC	_____
<input type="checkbox"/> Museum & Arch.	_____
<input type="checkbox"/> Other:	_____

## THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

### **DEVELOPMENT PERMIT NUMBER 38.15**

This Development Permit 38.15 is hereby issued by the Council for The Corporation of the District of North Vancouver to the registered owner(s) for the development of a 23 unit residential development on the property located at 3105 and 3115 Crescentview Dr, legally described as Lots 3 and 4, Block 55, District Lot 598, Plan 6659, (PID:010-825-428 and PID 010-825-444 ) subject to the following terms and conditions:

A. The following requirement is imposed under Subsection 490 (1) (c ) of the Local Government Act:

1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
2. A Construction Management Plan acceptable to the Municipal Engineer is required prior to issuance of the Excavation Permit and Building Permit and, and may require amendments during the course of construction to ensure that construction impacts are minimized.

B. The following requirements are imposed under Subsection 491 (1) of the Local Government Act:

1. No work shall take place except to the limited extent shown on the attached plans (DP38.15 A – P) and in accordance with the following specifications:
  - (i) The site shall be developed in accordance with the recommendations of the report prepared by Arrowhead Environmental Consultants dated received on October 19, 2015 or as updated to the satisfaction of the General Manager of Planning, Properties, and Permits (or designate).
  - (ii) A qualified professional shall confirm that the building permit drawings meet the recommendations of the Arrowhead Environmental Consultants report referenced above, or meets an equivalent or higher degree of protection.
  - (iii) Environmental mitigation and habitat restoration measures must be carried out in accordance with the recommendations of the qualified professional providing recommendations on topic.
  - (iv) Confirmation is required of registration of a section 219 restrictive covenant for streamside protection.



C. The following requirements are imposed under Subsections 491 (2) of the Local Government Act:

1. No work shall take place except to the limited extent shown on the attached plans (DP38.15 A – P) and in accordance with the following specifications:
  - (i) The site shall be developed in accordance with the recommendations of the report prepared by Phillips Engineering Ltd. on October 15, 2015.
  - (ii) A qualified professional engineer shall confirm that the building permit drawings meet the recommendations of the Phillips Engineering Ltd. report referenced above, or meets an equivalent or higher degree of protection.
  - (iii) Confirmation is required of registration of a section 219 restrictive covenant for slope hazard.
2. No work shall take place except to the limited extent shown on the attached plans (DP 38.15 A - P) and in accordance with the following specifications:
  - (i) The site shall be developed in accordance with the recommendations of the final accepted report prepared by B.A. Blackwell and Associates Ltd. on October 15, 2015 or as updated to the satisfaction of the General Manager of Planning, Properties, and Permits (or designate); and,
  - (ii) A qualified professional shall confirm that the building permit drawings meet the recommendations of the B.A. Blackwell and Associates Ltd. report referenced above, or meets an equivalent or higher degree of protection.

D. The following requirements are imposed under Subsections 491 (7) and (8) of the Local Government Act:

1. The site shall be developed in accordance with the attached plans (DP38.15A – P)
2. Prior to the issuance of a Building Permit, the following shall be submitted to:
  - (i) Building:
    - a. a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that any rooftop mechanical equipment will comply with the District of North Vancouver Noise Regulation Bylaw, and the noise levels in those portions of the dwelling listed below shall



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

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

- b. A summary of the accessible housing features that will be provided, to comply with the objectives of the District's Accessible Design Policy for Multi-Family Housing and to confirm that twenty-two (100%) of the apartment units will meet the 'Basic Accessible Design Criteria' and two units (5%) will meet 'Enhanced Accessible Design Criteria'
- c. Confirmation of registration of a section 219 restrictive covenant securing the accessible design features.

(ii) Parks:

- a. Three copies of a final accepted detailed landscape plan that is coordinated with the streamside protection report and the wildfire hazard report prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
- b. Written on-site and off-site landscape estimates submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and,
- c. 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.

(v) Engineering:

- a. Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department;
- b. An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on Crescentview Dr. and Connaught Cr.; and,
- c. A security deposit as specified in the Engineering Services Agreement.

E. The following requirements are imposed under Subsections 491 (9) and (10) of the Local Government Act:

1. Prior to issuance of the Building Permit the following are required:

- (i) A completed green building checklist, outlining the measures to be incorporated in the building leading to a performance level equivalent to or better than "Gold" of an acceptable green building rating system;
- (ii) A report from an energy performance advisor clearly establishing that the building design will enable achievement of an energy performance target 35% better than Model National Energy Code (MNEC) or 13% better than ASHRAE 90.1 – 2007;
- (iii) A refundable security deposit of 5% of the building permit application fee or \$20,000, whichever is greater;
- (iv) Confirmation of registration of a section 219 covenant for green building.

F. The following requirements are imposed under Subsection 300 of the Local Government Act:

1. Prior to issuance of the Building Permit the following deposits are required:

- (i) 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 (hazard mitigation) and environmental works.

- (ii) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.

G. 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 favour of the District under number CA5915854.

\_\_\_\_\_  
Mayor

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

Dated this                      day of                      , 20 \_\_\_\_ .



DP 38.15A



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Revisions

Issued for Planning  
October 16, 2015  
Issued for Development Permit  
October 16, 2015  
Issued for ADP  
December 10, 2015  
Re-issued for Planning  
January 24, 2016  
Re-issued for Planning  
March 15, 2016  
Re-issued for Planning  
June 2, 2016  
Re-issued for Planning  
June 8, 2016  
Re-issued for Planning  
June 22, 2016  
Re-issued for Planning  
July 29, 2016



EDGEMONT  
VILLAGE

3106/3115 Edgemont View  
North Vancouver, BC

Model View

JUN 29, 2016

SK-0.6



DP38.15B



RAYMOND LETKEMAN

ARCHITECTS  
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Vancouver, BC V6M 2K1  
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Revisions

- Issued for Planning  
October 15, 2015
- Issued for Development Permit  
October 15, 2015
- Issued for ADP  
December 10, 2015
- Revised for Planning  
January 25, 2016
- Revised for Planning  
March 15, 2016
- Revised for Planning  
June 2, 2016
- Revised for Planning  
June 8, 2016
- Revised for Planning  
June 22, 2016
- Revised for Planning  
July 20, 2016

EDGEMONT  
VILLAGE

3106/3115 Crescentview  
North Vancouver, BC

Site Plan

1/16" = 1'-0"  
July 20, 2016



SK-1.3

DP 38.15C

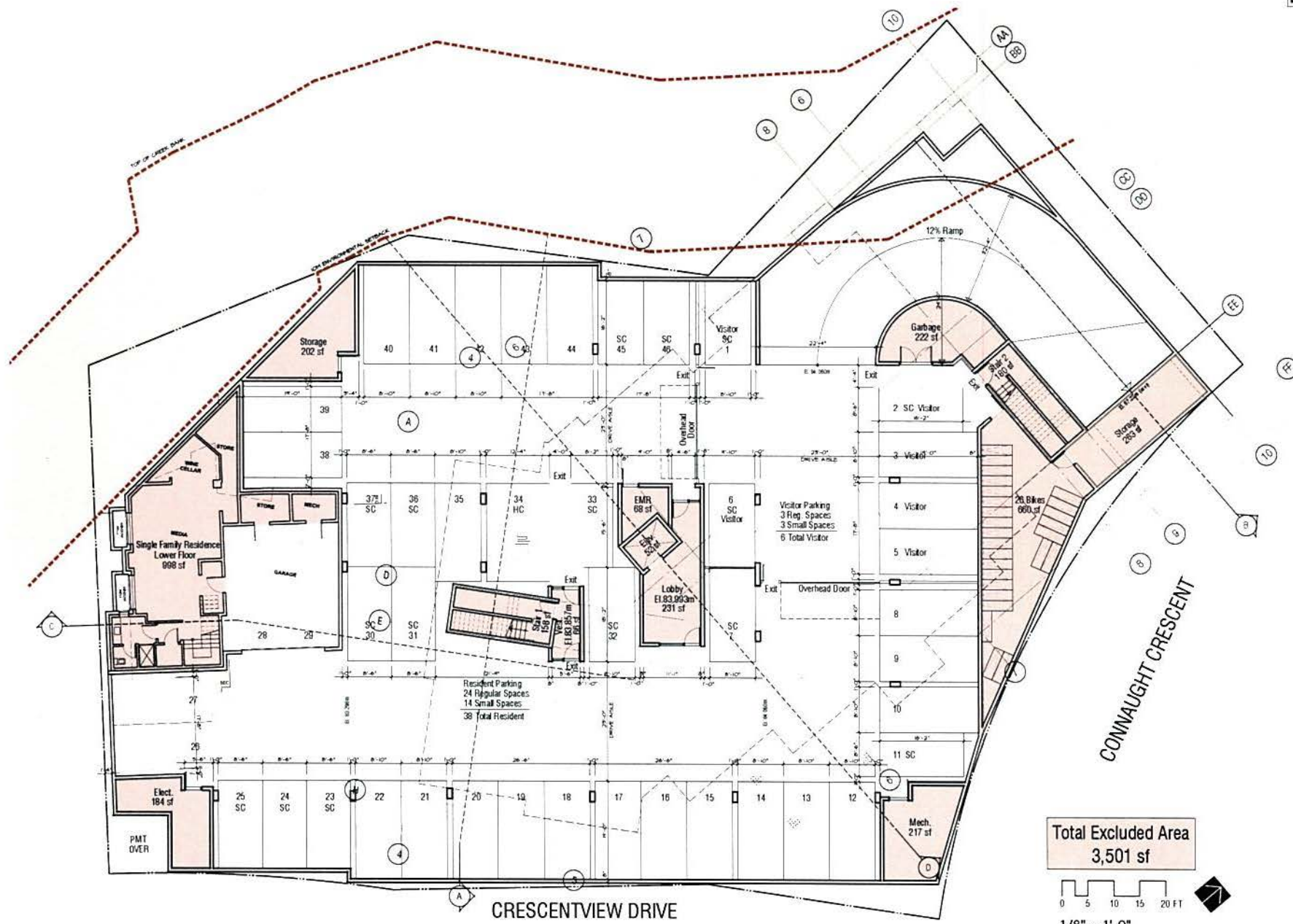


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Revisions

Issued for Permitting  
October 15, 2015  
Issued for Development Permit  
October 15, 2015  
Issued for ADP  
December 12, 2015  
Revised for Permitting  
January 21, 2016  
Revised for Permitting  
March 15, 2016  
Revised for Permitting  
June 2, 2016  
Revised for Permitting  
June 2, 2016  
Revised for Permitting  
June 22, 2016  
Revised for Permitting  
July 29, 2016





**RAYMOND LETKEMAN**  
PHOTOGRAPHS, INC.

1000 N. Western St., Hollywood, CA 90028  
Tel: (818) 461-2222 Fax: (818) 461-2222

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## References

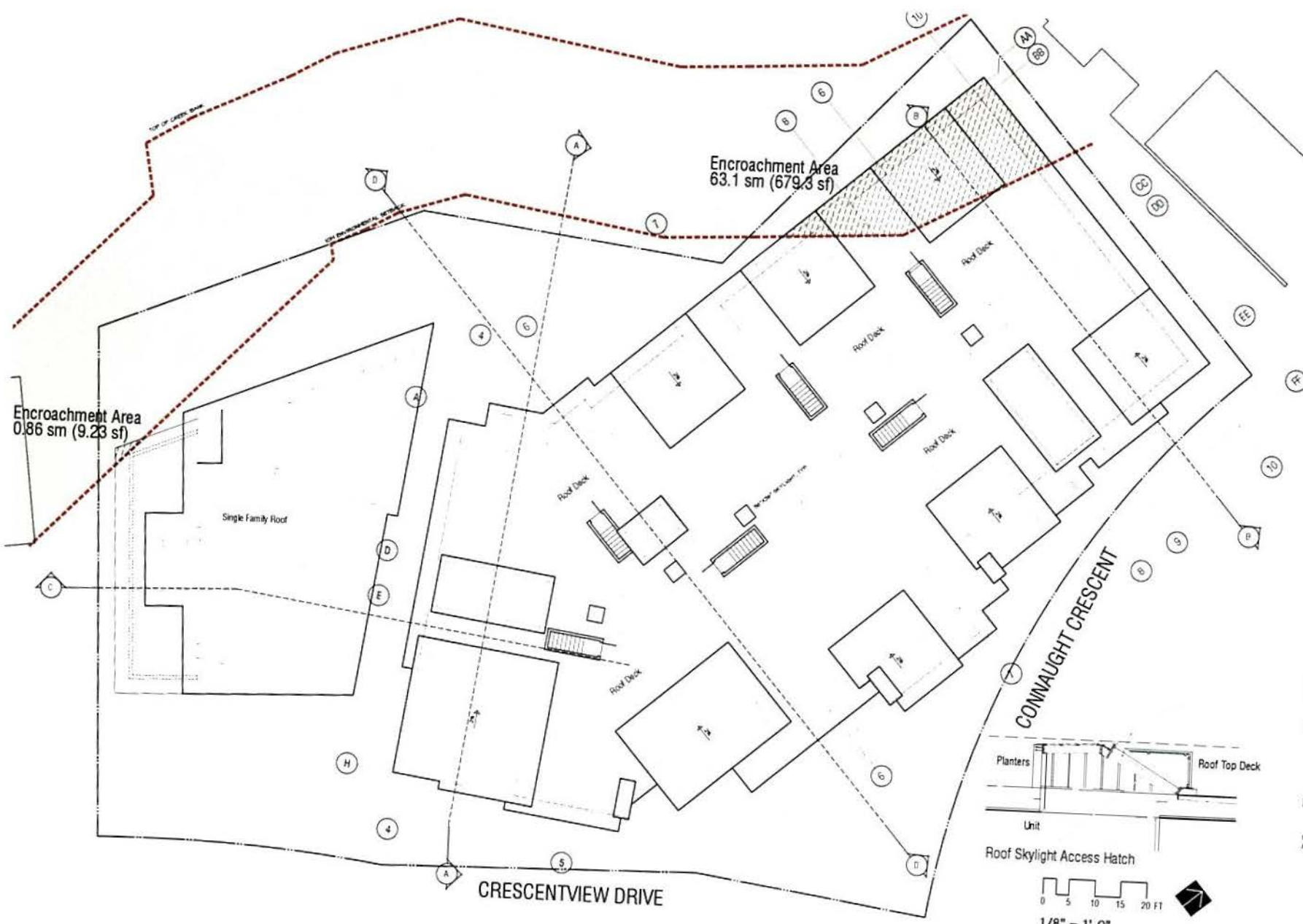
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October 16, 2015
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October 16, 2015
- Re-issued for ADP  
December 10, 2015
- Re-issued for Repricing  
February 26, 2016
- Re-issued for Repricing  
March 15, 2016
- Re-issued for Repricing  
July 2, 2016
- Re-issued for Repricing  
June 5, 2016
- Re-issued for Repricing  
June 22, 2016
- Re-issued for Repricing  
August 29, 2016

EDGEMONT  
VILLAGE  
31.05/31.15 D'Arboville  
North Vancouver, BC

### Roof Plan

18/05/2016

SK-2.4

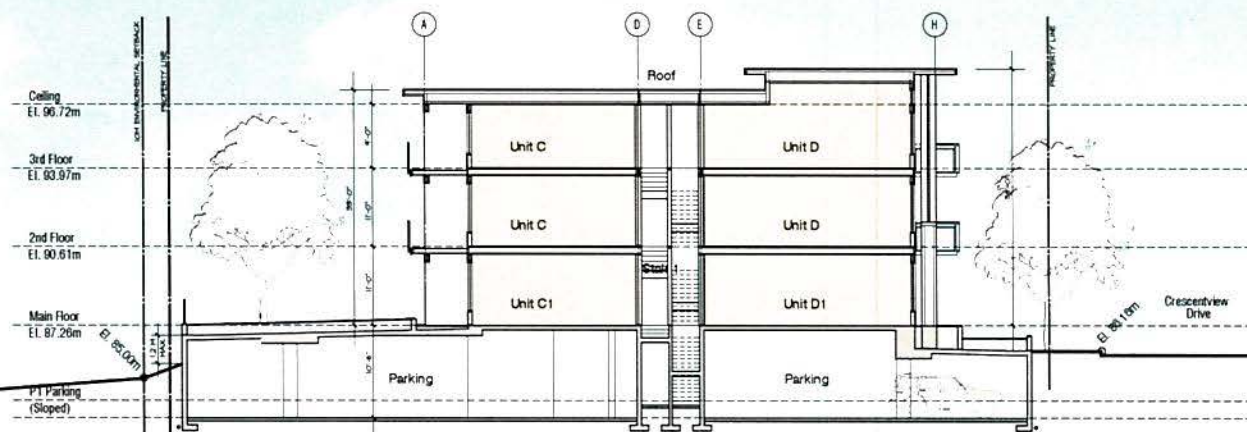




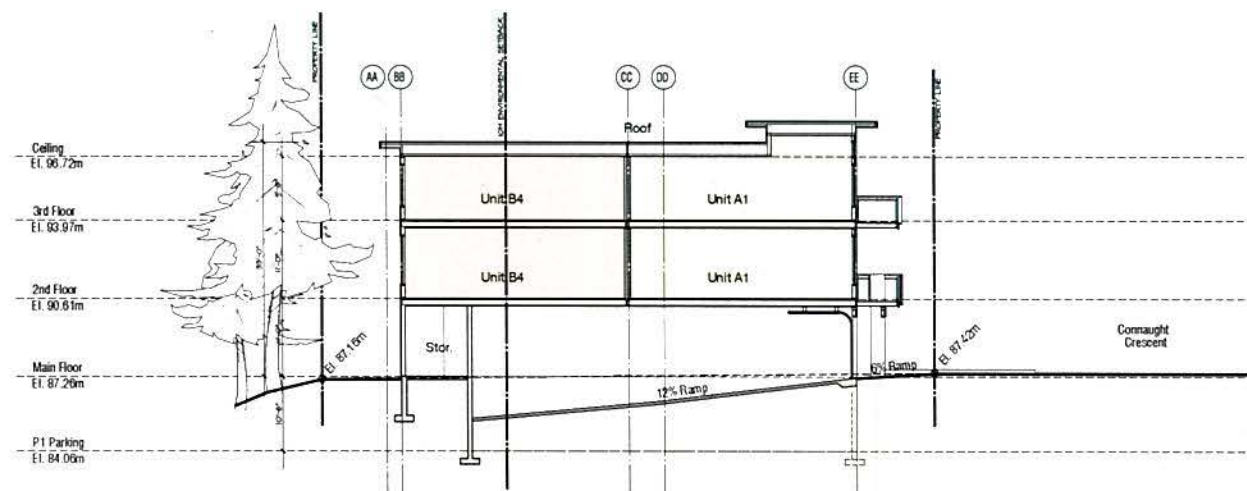
**Revisions**

Issued for Review  
October 16, 2015  
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October 16, 2015  
Issued for AGP  
December 10, 2015  
Revised for Planning  
January 26, 2016  
Revised for Planning  
March 15, 2016  
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June 8, 2016  
Revised for Planning  
June 22, 2016  
Revised for Planning  
July 29, 2016

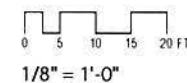
Note:  
Maximum 4'-0" (1.2 M) height of the parking  
garage above the adjacent finish grade



Section A - A



Section B - B



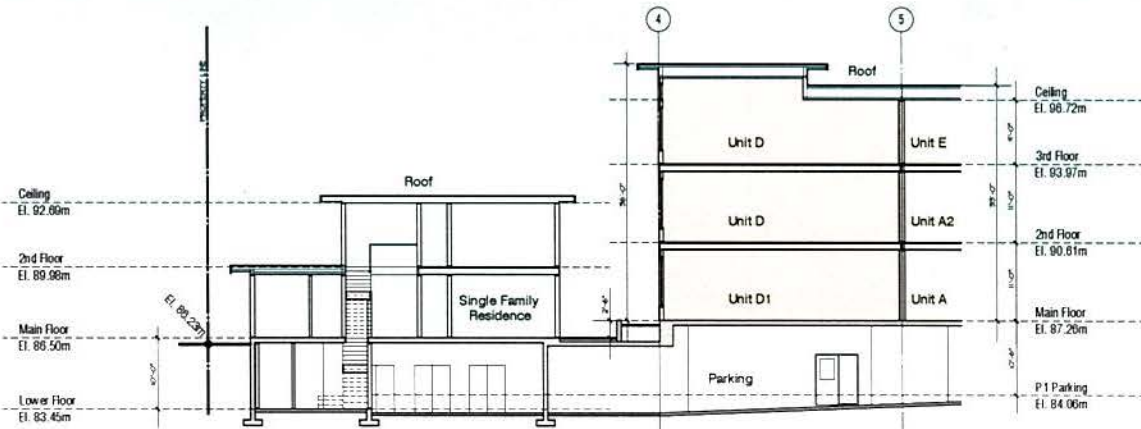
**EDGEMONT  
VILLAGE**  
3730 3115 Oakridge Ave  
North Vancouver, B.C.

**Site Sections**

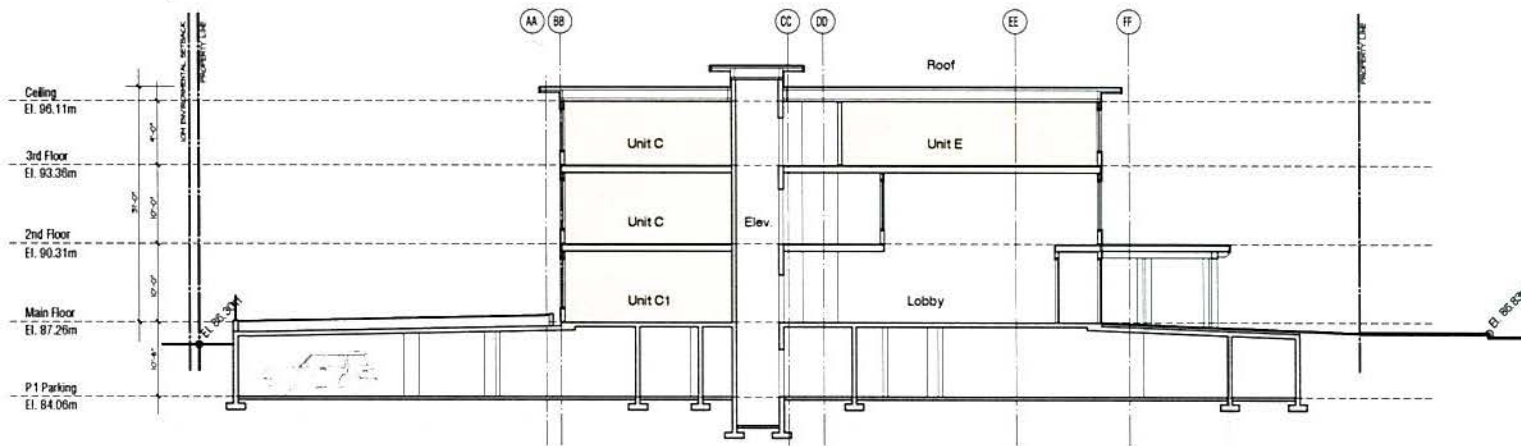
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JAN 29, 2016

SK-3.0

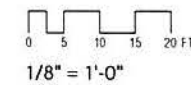




Section C - C



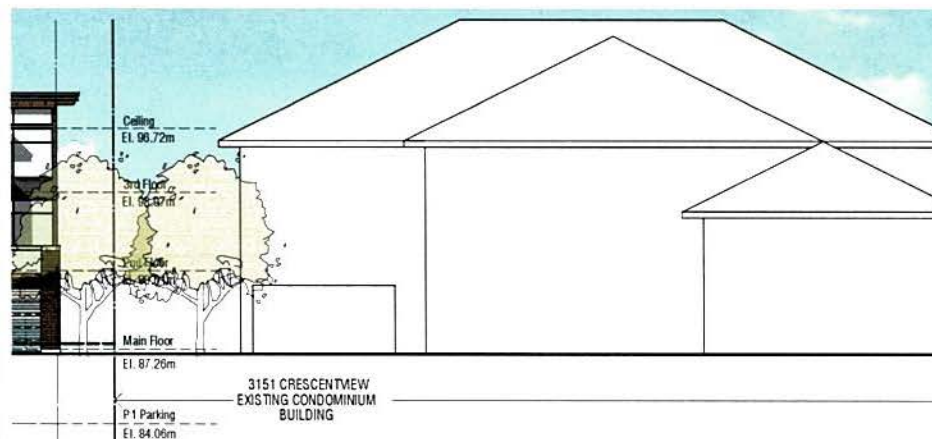
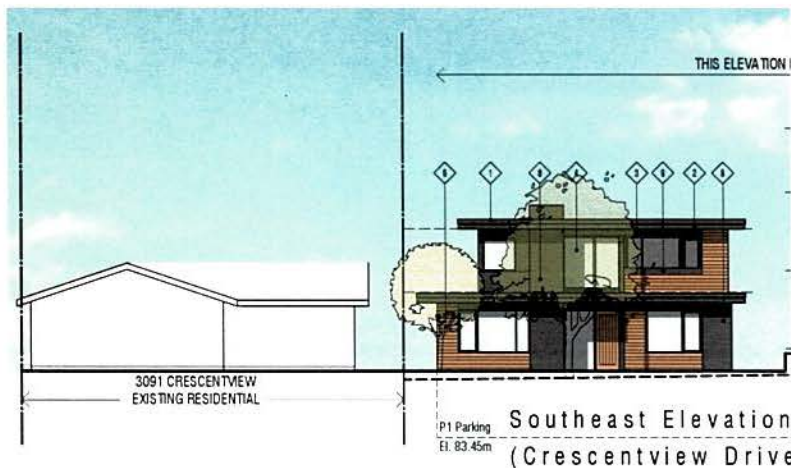
Section D - D





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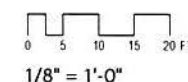
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October 11, 2015  
Issued for Development Permit  
October 11, 2015  
Issued for ADP  
December 10, 2015  
Revised for Planning  
January 24, 2016  
Revised for Planning  
March 15, 2016  
Revised for Planning  
June 2, 2016  
Revised for Planning  
June 8, 2016  
Revised for Planning  
June 22, 2016  
Revised for Planning  
July 29, 2016



**EDGEMONT  
VILLAGE**  
3105/3115 Crescentview  
North Vancouver, B.C.

## Exterior Finish Legend

Roof	Asphalt roof shingles	Pabco Premier Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 6" exposure	Benjamin Moore HC-77 Alexandra Beige	Aluminum Windows: Prefinished	Charcoal
Fascias	2 x 4 on 2 x 10 wood, painted	Benjamin Moore HC-190 Kendall Charcoal	Brick Siding	Norman Size	Mutual Materials Rac Vantone	Window Trims	2x4 wood
Soffit	6" Cedar T&G Soffit with V-grooves, smooth, stained	Benjamin Moore HC-82 Barrington Grey	Windows	Vinyl frames, refer to schedule	Beige	Beams & Posts	Gulam, stained
Bevel Siding	Hardplank Lap Siding Smooth, painted 6" exposure		Guard Rail			Aluminum rails, posts & pickets w/ clear glazing	Match Adjacent Siding Color
							079 Natural Slaters

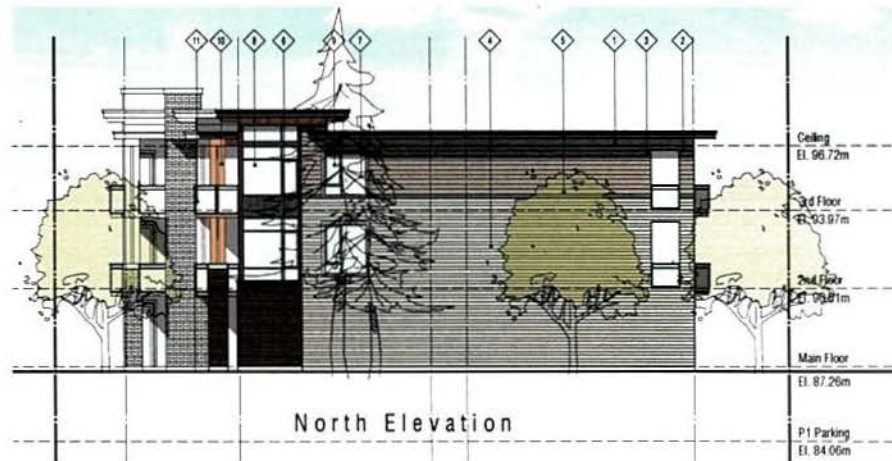


## Building Elevations

VP = 1" = 1'-0"  
July 29, 2016

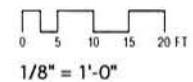
SK-4.0





### Exterior Finish Legend

Roof	Asphalt roof shingles	Pelco Premier Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-77 Alexandra Beige	Aluminum Windows	Polished	Charcoal
Fascia	2 x 4 on 2 x 10 wood, painted	Benjamin Moore HC-105 Kendall Charcoal	Brick Siding	Norman Size	Mutual Materials Red Vantone	Window Trims	2x4 wood	Match Adjacent Siding Color
Soft	6" Cedar 1x6 Soffit with V-grooves, smooth, stained	Brooks Maple 209	Windows	Vinyl frames, refer to schedule	Beige	Beams & Posts	Gulam, stained	(70) Natural Slaters
Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-92 Berrington Gray				Guard Rail	Aluminum rails, posts & pickets w/ clear glazing	Charcoal

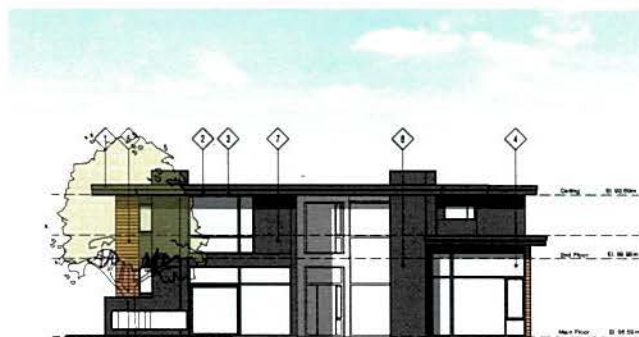




Front Elevation



Side Elevation



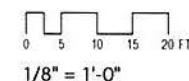
Rear Elevation



Side Elevation

### Exterior Finish Legend

◆ Roof	Asphalt roof shingles	Pabco Primer Powder Gray	◆ Aluminum Windows	Paint finished	Charcoal	◆ Fibre Cement Panels	HardPanel	Benjamin Moore
◆ Fascias	2 x 4 on 2 x 10 wood, painted	Benjamin Moore	◆ Beams & Posts	Glulam, stained	079 Natural Sikkens	◆ Concrete	Board Formed	HC-100 Kendall Charcoal
◆ Soffit	1" Cedar 1x6 Soffit with V-grooves, smooth, stained	Broda Maple 209	◆ Siding	Douglas fir, 1" exposure smooth, stained	079 Natural Sikkens	◆ Guardrail	Tempered glass	079 Natural Sikkens







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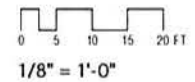
Revisions:  
 Issued for Planning  
 October 16, 2015  
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 June 8, 2016  
 Re-issued for Planning  
 June 22, 2016  
 Re-issued for Planning  
 July 27, 2016



EDGEMONT  
VILLAGE  
3106/3115 Crescentview  
North Vancouver, BC

Streetscape Elevations

1/8" = 1'-0"  
 July 27, 2016



SK-4.3



Benjamin Moore HC-77 Alexandria Beige  
Wall siding 1, window trims



Benjamin Moore HC-82 Bennington Grey  
Wall siding 2, window trims



Mutual Materials, Red Vartone  
Brick Siding



078 Natural Sikkens  
Glulam beams and posts



Benjamin Moore HC-166 Kendall Charcoal  
Fascias



Black  
Aluminum Windows



- Roof:** Flat roof  
SBS membrane, Light Grey
- Fascias:** 2x4 on 2x10 wood, painted  
Benjamin Moore HC-166 Kendall Charcoal
- Soffit:** 6" Cedar T&G Soffit with V grooves, Smooth, Stained  
Broda Maple 209
- Wall Siding 1:** Hardiplank Lap Siding, Smooth, painted, 6" exposure  
Benjamin Moore HC-77 Alexandria Beige
- Wall Siding 2:** Hardiplank Lap Siding, Smooth, painted, 6" exposure  
Benjamin Moore HC-82 Bennington Grey
- Window:** Vinyl frames, Beige  
Refer to windows schedule
- Window:** Aluminum, prefinished  
Black
- Window Trims:** 2x4 wood, painted  
Matched to Adjacent Siding Color
- Guard Rail:** Aluminum rails, posts & pickets  
w/ glazing  
Charcoal
- Beams & posts:** Glulam, Stained  
078 Natural Sikkens
- Brick Siding:** Norman Slze  
Mutual Materials, Red Vartone



**Permits**

Issued for Planning  
October 14, 2015  
Issued for Development Permit  
October 14, 2015  
Issued for ADP  
December 10, 2015  
Re-issued for Planning  
January 21, 2016  
Re-issued for Planning  
March 15, 2016  
Re-issued for Planning  
June 2, 2016  
Re-issued for Planning  
June 1, 2016  
Re-issued for Planning  
June 22, 2016  
Re-issued for Planning  
July 21, 2016

**Shadow Studies**

July 29, 2016



March 21, 9am



June 21, 9am



September 21, 9am



March 21, 12pm



June 21, 12pm



September 21, 12pm



March 21, 3pm



June 21, 3pm



September 21, 3pm



March 21, 6pm



June 21, 6pm



September 21, 6pm











PLANT LIST - RIPARIAN AREA				
ID	Latin Name	Common Name	Quantity	Scheduled Size
<b>TREES</b>				
10	Quercus agrifolia	Live Oak	1	24" x 30"
11	Quercus agrifolia	Live Oak	1	24" x 30"
12	Quercus agrifolia	Live Oak	1	24" x 30"
13	Quercus agrifolia	Live Oak	1	24" x 30"
<b>SHRUBS</b>				
14	Quercus agrifolia	Live Oak	1	24" x 30"
15	Quercus agrifolia	Live Oak	1	24" x 30"
16	Quercus agrifolia	Live Oak	1	24" x 30"
<b>PERENNIALS &amp; GROUND COVER</b>				
17	Quercus agrifolia	Live Oak	1	24" x 30"
18	Quercus agrifolia	Live Oak	1	24" x 30"
<b>ORN. GRASSES &amp; BAMBOO</b>				
19	Quercus agrifolia	Live Oak	1	24" x 30"

DP 38.150

\*NOTE  
THE DISTRICT OF NORTH VANCOUVER IS RESPONSIBLE FOR THE Ongoing MAINTENANCE OF STREET TREES ON OFF-SITE AREAS. HOWEVER, Ongoing MAINTENANCE OF TREES GROUND COVER ON OFF-SITE AREAS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE FINAL LOCATION AND SPECIES SELECTION ON DISTRICT ROW SHALL BE TO THE SATISFACTION OF THE DISTRICT.

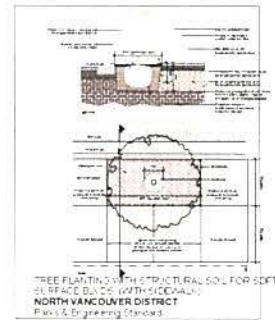
ALL NEW CONIFER PLANTING TO BE OUTSIDE 10M WETLAND BUFFER AS PER FIRE SMART BC GUIDELINES. RECLAMATION PLANTING TO BE REVIEWED AND APPROVED BY WEDNET CONSULTANT AND IN COORDINATION WITH ENVIRONMENTAL CONSULTANT.

RECLAMATION PLANTING RITF TO HABITAT COMPENSATION PLAN BY ARROWHEAD ENVIRONMENTAL CONSULTANTS.

FORMA DESIGN INC.  
www.formadesign.ca

2014/01/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226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1. March 11, 2015 - issued for Redding application  
2. Oct 16, 2015 - re-issued for Redding (C)  
3. May 15, 2016 - revised per CAC comments for CAC Redding  
4. July 27, 2016 - issued for Redding



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