

AGENDA

REGULAR MEETING OF COUNCIL

Monday, June 26, 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



NORTH VANCOUVER
DISTRICT

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REGULAR MEETING OF COUNCIL

7:00 p.m.
Monday, June 26, 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

CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 8142 – Rezoning Employment Zone – Lynn Creek Light Industrial
- 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
- Bylaw 8211 – Keeping of Domestic Hens
- Bylaw 8230 – OCP Amendment 1886-1956 Belle Isle Place & 2046 Curling Road
- Bylaw 8231 – Rezoning 1886-1956 Belle Isle Place & 2046 Curling Road
- Bylaw 8236 – Rezoning 905-959 Premier Street
- Bylaw 8240 – OCP Amendment 1502-1546 Oxford Street
- Bylaw 8241 – Rezoning 1502-1546 Oxford Street

1. ADOPTION OF THE AGENDA

1.1. June 26, 2017 Regular Meeting Agenda

Recommendation:

THAT the agenda for the June 26, 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

4. RECOGNITIONS

5. DELEGATIONS

6. ADOPTION OF MINUTES

6.1. June 13, 2017 Public Hearing – 1502-1546 Oxford Street p. 9-14

Recommendation:

THAT the minutes of the June 13, 2017 Public Hearing are received.

6.2. June 13, 2017 Public Hearing – 905-959 Premier Street p. 15-19

Recommendation:

THAT the minutes of the June 13, 2017 Public Hearing are received.

7. RELEASE OF CLOSED MEETING DECISIONS

7.1. October 4, 2016 Closed Special Meeting of Council

7.1.1. Green Tree Medical Dispensary – 1370 Marine Drive

THAT staff are directed to instruct outside legal counsel to commence Supreme Court proceedings for an order requiring the Green Tree Medical Dispensary to cease operating in contravention of the Zoning Bylaw and the Business Licence Bylaw and for costs, and to take such other action as may be necessary in that regard.

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. Bylaw 8240 and 8241: OCP Amendment and Rezoning Bylaws for 1502-1546 Oxford Street (180 Bed Residential Care Centre) p. 23-73 File No. 08.3060.20/003.17

Recommendation:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)" is given SECOND and THIRD Readings;

AND THAT "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" is given SECOND Reading as amended;

AND THAT "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" is given THIRD Reading.

9.2. Bylaws 8236 and 8237: 905-959 Premier Street **p. 75-133**
File No. 08.3060.20/062.16

Recommendation:

THAT "District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8237, 2017 (905-959 Premier Street)" is given SECOND and THIRD Readings.

9.3. Development Variance Permit 70.16 – Coach House at 1030 East 29th Street **p. 135-149**
File No. 08.3060.20/070.16

Recommendation:

THAT Development Variance Permit 70.16, to allow for the construction of a coach house at 1030 East 29th Street, is ISSUED.

9.4. District of North Vancouver (DNV) – Tsleil-Waututh Nation (TWN) Agreement for Services **p. 151-167**
File No. 01.0470.60/001.000

Recommendation:

THAT the June 16, 2017 report of the General Manager – Corporate Services entitled District of North Vancouver (DNV) – Tsleil-Waututh Nation (TWN) Agreement for Services, including the duly signed executed *Agreement for Services January 1, 2016 to December 31, 2020 Between the District of North Vancouver and the Tsleil-Waututh Nation*, be received for information.

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 June 26, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

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**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**1502-1546 Oxford Street
Six-storey 180 Bed Seniors Care Centre**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 13, 2017 commencing at 7:43 p.m.

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

Absent: Councillor R. Bassam
Councillor M. Bond

Staff: Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. C. Archer, Confidential Council Clerk
Ms. C. Peters, Development Planner
Mr. D. Veres, Development Planner

The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)

Purpose of Bylaw:

Bylaw 8240 proposes to amend the OCP land use designation of eight properties from Residential Level 5: Low Density Apartment (RES5) to Institutional.

The District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)

Purpose of Bylaw:

Bylaw 8241 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 105 (CD105) and rezone the subject site from Single-Family Residential 6000 Zone (RS4) to CD105 and to Neighbourhood Park Zone (NP). The CD105 Zone addresses use, density, height, setbacks, site coverage, landscaping and storm water management and parking, loading and servicing regulations.

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:

- Council is here to listen to the public, not to debate the merits of the bylaws;

- 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;
- The Chair will be working within the following rules established by Council:
 1. Speakers will be called from the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
 2. Speakers will have five minutes to address Council for the first time and should begin remarks to Council by stating their name and address;
 3. After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
 4. Any additional presentations will only be allowed at the discretion of the Chair. Speakers should not repeat information from previous presentations and should ensure comments remain focused on the bylaw(s) under consideration this evening.

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

- A binder containing documents and submissions related to these bylaws which Council has received is available on the side table to be viewed; and,
- This Public Hearing is 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 8240 proposes to amend the OCP land use designation of eight properties from Residential Level 5: Low Density Apartment (RES5) to Institutional. Bylaw 8241 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 105 (CD105) and rezone the subject site from Single-Family Residential 6000 Zone (RS4) to CD105 and to Neighbourhood Park Zone (NP). The CD105 Zone addresses use, density, height, setbacks, site coverage, landscaping and storm water management and parking, loading and servicing regulations.

3. PRESENTATION BY STAFF

Ms. Casey Peters, Development Planner, provided an overview of the proposal, elaborating on the introduction by the Manager – Administrative Services.

Ms. Peters advised that:

- The proposal is for a six-storey, 180-bed seniors care centre;
- The development site is located at the northeast corner of Oxford Street at Mountain Highway within the Lynn Creek Town Centre;
- The surrounding sites include:
 - Phibbs Exchange to the east;
 - Lynn Creek Apartments to the southeast; and,
 - Possible six-storey development sites to the east and south of the site, preliminary applications for which have been submitted for District staff review.
- The application has been measured against the Lower Lynn Implementation Plan and the Lynn Creek Town Centre Public Realm Guidelines;

- The site is currently designated in the Official Community Plan (OCP) as Residential Level 5: Low Density Apartment, with a maximum Floor Space Ratio (FSR) of 1.75;
- Bylaw 8240 would change the OCP designation to Institutional;
- The site is currently zoned RS4;
- Bylaw 8241 would rezone the site to a new Comprehensive Development Zone 105, with five metres on the east side of the site rezoned to Neighbourhood Park as part of the new Green Spine north-south linear park connecting Oxford Street to Fern Street and creating connections to neighbourhood parks at Bond Street and Marie Place;
- The site is located in Development Permit Areas for Energy and Water Conservation and Greenhouse Gas Emission Reduction and Creek Hazard;
- Although the Development Permit Area for Form and Character does not apply under the proposed change to the Institutional designation under the OCP, the project was reviewed against the guidelines for Form and Character for Multifamily Housing and the building design will be secured in a Development Covenant;
- The proposed development has a floor space ratio of approximately 2.9 on six floors and a partial seventh floor;
- The proposed site plan includes three ground level courtyards and an additional outdoor space on the fifth floor on the south side of the building;
- The lobby entrance and vehicle access are located on Oxford Street;
- The application includes new separated bicycle lanes on Oxford Street and Mountain Highway as well as a 2.3 metre dedication and 1 metre right of way on Mountain Highway;
- Additional off-site improvements include ducting for a future traffic signal and a contribution towards public art;
- Development Cost Charges for the application are estimated at \$327,307;
- The proposal meets OCP objectives for:
 - Creation of subsidized rental beds;
 - Increased local employment;
 - Enhancement of pedestrian and bicycle networks;
 - Creation of a new greenway; and,
 - Increased density focused in Town Centres and in proximity to transit.
- The Advisory Design Panel reviewed the application and recommends its approval;
- A Construction Traffic Management Plan is required;
- The proposed development meets Vancouver Coastal Health accessibility requirements, which exceed District policy requirements; and,
- Feedback from attendees at the Public Information Meeting held on May 2017 was generally positive.

Ms. Peters provided additional information that had been requested by Council at first reading of the bylaws regarding parking. Ms. Peters advised that the Zoning Bylaw requires one space per six beds for a minimum of thirty spaces for this application. The applicant originally proposed thirty-five spaces and has responded to the concerns expressed by Council by changing the design to move the kitchen and laundry facilities to the roof, allowing an additional twelve spaces to be added for a total of forty-seven. This will require an amendment to Bylaw 8241 at second reading.

Council requested that the proposed changes to Bylaw 8241 be circulated in writing.

4. PRESENTATION BY APPLICANT

4.1. Ms. Mary McDougall, President, Trellis Seniors Services:

- Advised that the company is family-operated and based in BC;
- The proposal is for a facility with home-like living and end-of-life support;
- Nursing and care would be provided 24 hours a day;
- The facility would meet high safety standards;
- Noted the facility would include residents with dementia and chronic health conditions;
- 150 beds would be provided under contract with Vancouver Coastal Health (VCH) and thirty beds would be privately rented;
- VCH would have the option of taking over any of the thirty private beds if they are needed;
- The proposal addresses a community need for increased capacity in affordable residential care;
- Advised that the proposal would create employment for 200 positions;
- Provided additional information regarding concerns raised over the number of parking spaces, noting that residents will not require parking, the maximum peak staffing during the day would be fifty workers on site and the site's proximity to Phibbs Exchange will likely decrease the number of workers who drive;
- Advised that subsidies will be provided to employees to walk, bicycle or take transit to work in order to decrease the number of vehicle trips;
- Noted that food distribution from the top of the building will not change the distance food travels for delivery to rooms from the original design with the kitchen on the lower floor;
- Remarked that additional parking may impact the application's LEED rating; and,
- Commented on safety and evacuation procedures, including regular drills.

4.2. Mr. Steven Bartok, Architect, Keystone Architecture:

- Commented on the proposed siting;
- Noted that the design includes room on the south side to provide residents access to green space;
- Reviewed the floor plans for the residential floors, noting there will be supportive care with central amenity functions on all six floors; and,
- Reviewed the proposed elevations, building materials and landscape plans.

In response to a question from Council regarding staffing overlap during shift changes, the applicant advised that shift changes are staggered.

In response to a question from Council regarding visitor parking stalls, the applicant advised that demand management may result in less staff use and more availability for visitors.

In response to a question from Council regarding cost of housing, the applicant advised that the rate for VCH beds is set by the Provincial Government and is based on income; the cost of a private bed will be approximately \$200 per day.

In response to a question from Council regarding street parking, staff advised that there would be no parking on the north side of Oxford Street and some street parking on the south side.

Council requested information from Lynn Creek Apartments regarding residents' experience with parking pressures.

Council requested an update on a request from local residents regarding resident-only parking.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Dave Currey, 700 Block Blueridge Avenue: COMMENTING

- Recommended providing on-site housing for all senior housing and care facility employees on the North Shore; and,
- Commented on the increase in workers travelling to the North Shore.

5.2. Mr. Barry Fenton, 2700 Byron Road: IN FAVOUR

- Spoke in support of the application;
- Complimented the applicant for making design changes to address community concerns;
- Remarked on the site's proximity to Phibbs Exchange;
- Commented on transportation challenges on the North Shore;
- Commented on the need for affordable housing for seniors;
- Commended the applicant for providing incentives for employees to use alternative transportation; and,
- Suggested considering innovative employee housing for future applications.

5.3. Mr. Phil Chapman, 1000 Block Handsworth Road: IN FAVOUR

- Spoke in support of the application;
- Spoke regarding the ageing population and the growing need for care facilities for seniors; and,
- Noted that the site was selected by VCH for proximity to transit and the highway, as well as future Town Centre amenities.

6. QUESTIONS FROM COUNCIL

In response to a question from Council regarding the proposed amendments to Bylaw 8241, staff advised that the amendments are as follows:

- The number of parking spaces will be changed from thirty-five to forty-seven;
- Kitchen and laundry facilities will be added to the section regarding the maximum building height for mechanical and electrical space; and,
- The kitchen and laundry facilities were excluded from the FSR and the exclusion language will be moved from one section to the other to permit the exclusion on the roof.

7. COUNCIL RESOLUTION

MOVED by Councillor MURI
SECONDED by Councillor MACKAY-DUNN
THAT the June 13, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)" and "The District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" be returned to Council for further consideration.

CARRIED
(8:38 p.m.)

CERTIFIED CORRECT:



Confidential Council Clerk

**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**905-959 Premier Street
17 Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 13, 2017 commencing at 7:00 p.m.

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

Absent: Councillor R. Bassam
Councillor M. Bond

Staff: Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. C. Archer, Confidential Council Clerk
Ms. C. Peters, Development Planner
Mr. D. Veres, Development Planner

The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)

Purpose of Bylaw:

Bylaw 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

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:

- Council is here to listen to the public, not to debate the merits of the bylaws;
- 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;
- The Chair will be working within the following rules established by Council:
 1. Speakers will be called from the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
 2. Speakers will have five minutes to address Council for the first time and should begin remarks to Council by stating their name and address;

3. After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
4. Any additional presentations will only be allowed at the discretion of the Chair. Speakers should not repeat information from previous presentations and should ensure comments remain focused on the bylaw(s) under consideration this evening.

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

- A binder containing documents and submissions related to these bylaws which Council has received is available on the side table to be viewed;
- This Public Hearing is 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 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

3. PRESENTATION BY STAFF

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

Mr. Veres advised that:

- The proposal is for a 17-unit townhouse complex comprised of four buildings with two buildings facing Premier Street and two buildings facing Digger Park;
- The site is located mid-block on the west side of Premier Street, currently comprised of four single-family residential lots zoned RS3;
- The surrounding sites are:
 - Digger Park to the west; and,
 - Multi-family developments to the north, south and east.
- The site is approximately 35,000 square feet;
- The site is currently designated Residential Level 3 in the Official Community Plan (OCP) with density permitted to a 0.8 Floor Space Ratio (FSR);
- The proposal has been evaluated against the OCP, the Lynnmour/Inter-River Local Plan Reference Policy Document and the Inter-River Sub Area Transportation Study;
- The proposal addresses the lack of family-oriented housing in the area and will support Lynnmour Elementary School;
- The site is located within Development Permit Areas for Form and Character of Ground-Oriented Housing, Energy and Water Conservation and Greenhouse Gas Emission Reduction and Creek Hazard;
- Vehicle access to the site will be via Premier Street;
- All units will have three bedrooms and two parking stalls in enclosed garages;
- The unit sizes range from 1,100 to 1,200 square feet;
- One visitor parking stall is proposed for the development;

- The Community Amenity Contribution for the project is estimated at approximately \$257,000 and Development Cost Charges at approximately \$284,000;
- Public benefits include a 1.1 metre dedication for enhanced pathways, removal of hazardous trees in Digger Park, replanting in the park, a contribution to the flood infrastructure fund and off-site works including a new speedbump to improve crosswalk safety and new sidewalks and trees;
- The proposal achieves a Gold standard under the Green Building Policy and an EnerGuide rating of 80;
- A Housing Agreement Bylaw will ensure that units may be made available for rental;
- The Advisory Design Panel has reviewed the application and recommends approval;
- A facilitated Public Information Meeting was held in March 2017, attended by approximately ten members of the public; and,
- Feedback at the Public Information Meeting was generally positive, with requests made for pathway lighting and visitor parking; the project was revised to include lighting bollards along the path and add a visitor parking space.

In response to a question from Council regarding visitor parking for other buildings, staff advised that the Lynnmour Local Area Plan does not require visitor parking.

4. PRESENTATION BY APPLICANT

4.1. Mr. Dale Staples, Architect, Integra Architecture:

- Commented on the small scale of the project;
- Noted the pattern is smaller buildings facing the street and park;
- Commented on plans for the enhanced pedestrian path;
- Noted the design maintains north-south openness to avoid shadows;
- Advised that all units have front doors;
- Commented on the design and mix of materials, noting stronger colours have been chosen to stand out from nearby buildings;
- Noted the units are family-oriented project with three bedrooms and double garages;
- Remarked that the project will support the local school with additional students;
- Reviewed the landscape plan; and,
- Reviewed enhancements to Digger Park, including plantings, an enhanced pedestrian path and removal of hazardous trees.

In response to a question from Council, the applicant confirmed the existing pathway will remain available to the public and will be enhanced.

In response to a question from Council regarding the floor plan of the units, the applicant advised that the ground level is comprised of side by side parking spaces and a storage area, the second floor of living and dining areas and three bedrooms on the third floor.

4.2. Mr. Sam Sharma, 6900 Block Fraser Street:

- Advised unit prices will be approximately \$950,000 to \$1.1 million, with the higher price for units facing the park;
- Commented on the suitability of ground-oriented units for young families and downsizers; and,
- Spoke regarding the lack of availability of townhouse units.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Ms. Vanessa Voss, 900 Block Premier Street: IN FAVOUR

- Spoke in support of the application;
- Commented regarding the suitability of the site for families and access to outdoor activities;
- Spoke regarding affordability of single-family housing; and,
- Commented that new construction would improve the site.

5.2. Mr. Winston Haynes, 900 Block Premier Street: COMMENTING

- Commented regarding the lack of street parking for local residents;
- Spoke regarding the need for townhouses; and,
- Commented on the need for transit infrastructure to support density.

5.3. Mr. Phil Chapman, 1000 Block Handsworth Road: IN FAVOUR

- Spoke in support of the application;
- Commented on the lack of street parking for local residents;
- Commented on transit improvements in the area;
- Noted new developments in the area are being occupied by families; and,
- Advised that the application is consistent with OCP and local area plan.

5.4. Mr. Barry Fenton, 2700 Block Byron Road: IN FAVOUR

- Spoke in support of the application;
- Commented on the need for ground-oriented housing;
- Acknowledged the need for street parking; and,
- Commented on improvements to transit services in the area.

6. QUESTIONS FROM COUNCIL

In response to a question from Council regarding parking, staff advised that the applicant added a visitor parking space in response to feedback and that additional street parking spaces will be available due to the removal of three driveways.

In response to a question from Council regarding parking for Inter River Park, staff advised that the question will be forwarded to the Parks Department for comment.

In response to a question from Council regarding accessible design features, staff advised that the project was reviewed against the District policy and a mediated level of enhanced design features are included in the project.

In response to a question from Council regarding flood infrastructure, staff advised that the proposed contribution is for future maintenance. In response to a request from Council for additional information, staff provided a high-level overview of the existing flood works.

7. COUNCIL RESOLUTION

MOVED by Councillor MURI

SECONDED by Councillor MACKAY-DUNN

THAT the June 13, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" be returned to Council for further consideration.

CARRIED
(7:41 p.m.)

CERTIFIED CORRECT:

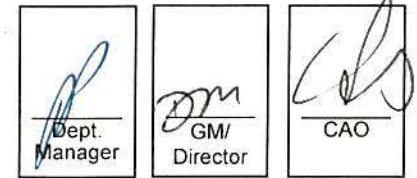

Confidential Council Clerk

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REPORTS

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 26, 2017</u>
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

June 16, 2017
File: 08.3060.20/003.17

AUTHOR: Casey Peters, Development Planner

SUBJECT: Bylaw 8240 and 8241: OCP Amendment and Rezoning Bylaws for 1502-1546 Oxford Street (180 Bed Residential Care Centre)

RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)" is given SECOND and THIRD Readings;

THAT "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" is given SECOND Reading as amended;

AND THAT "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" is given THIRD Reading.

BACKGROUND:

Bylaws 8240 and 8241 received First Reading on May 29, 2017. A Public Hearing for Bylaws 8240 and 8241 was held and closed on June 13, 2017.

The Bylaws are now ready to be considered for Second Reading as amended and Third Readings by Council.

AMENDMENTS TO BYLAW 8241:

At Bylaw Introduction and at the Public Hearing a question was raised related to the amount of proposed parking. As mentioned at the Public Hearing, the applicant has revised the design to relocate the kitchen and laundry to the roof which allows for a total of 47 parking stalls on site. This design change results in the following changes to Rezoning Bylaw 1355 (Bylaw 8241):

Density exclusions

The kitchen and laundry facilities were located below grade and Bylaw 8241 excluded those spaces from the permitted floor space. Those uses have been relocated from underground to the roof and the amended Bylaw 8241 moves the kitchen and laundry spaces from the

underground exemption to the list of above grade spaces that are excluded along with mechanical and electrical equipment spaces. The amended bylaw increases the amount of space that can be excluded from 140m² (1,507 sq ft) to 455m² (4,897 sq ft) to accommodate the change of location for these spaces.

Height

Bylaw 8241, as introduced, included two height measurements; one to the top of the sixth floor and a second measured to the top of the mechanical penthouse. The amended Bylaw 8241 permits the kitchen and laundry space to be constructed at the higher height along with the mechanical space.

Parking

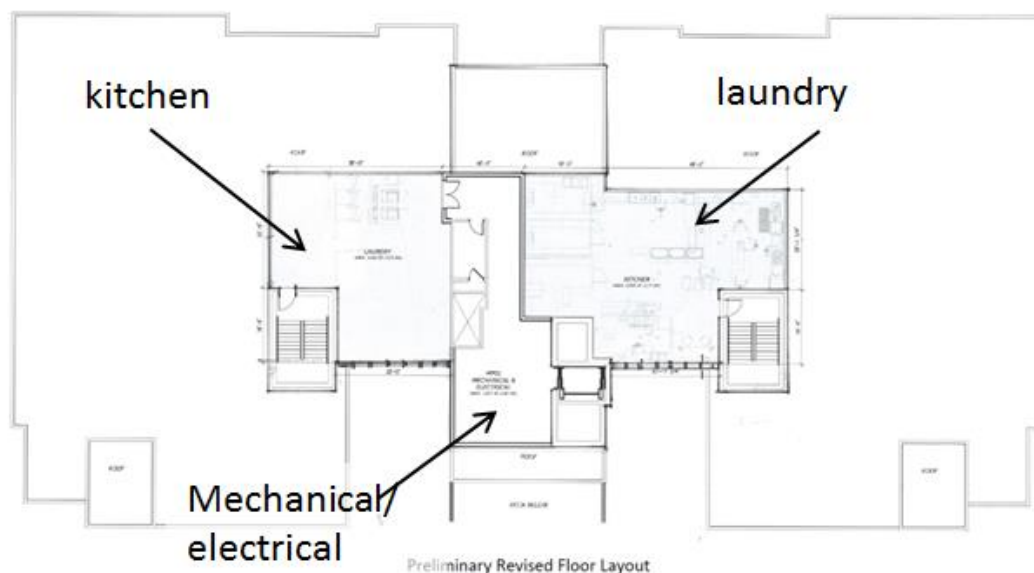
The amended Bylaw increases the number of required parking spaces from 35 to 47 and increases the number of permitted small car spaces from 10 to 13.

A redline version of these changes is found as Attachment 3.

Question: What is the impact of moving the kitchen and laundry space onto the seventh storey?

Answer: At the public hearing staff outlined the additional floor space and estimated the seventh floor would be approximately 27% of the building floor plate. Staff have reviewed this and it appears that it would be approximately 24%.

At the public hearing the architect added that the space would be setback from the building edges and not overly visible from the ground floor. The image below shows that the kitchen, laundry and mechanical/electrical space are located within the centre of the floor plate.



The architect has also provided an elevation drawing that reflects the additional seventh floor. The first image is the original design followed by the revised design for comparison.

Original Design



Revised Design

The architect also included the grade view perspective image to indicate that the additional area on the roof will not be visible from the street.

Question: What is the number of vehicles coming out of the Lynn Creek Apartments?

Answer: Transportation staff do not have information on the number of vehicles trips associated with this building. Planning Staff contacted the operator of the Lynn Creek Apartments and it was noted that they have approximately 12 names on a wait list for parking spaces.



Question: What is the status of the resident only parking request in Lynn Creek?

Answer: The District Transportation Department are proposing to install time limited parking (resident exempt) as a pilot project on certain portions of the residential area within Lynn Creek Town Centre. Staff will then monitor the implications of this parking change to determine if it is appropriate to continue. An information report was provided to Council on May 24, 2017 with information on this pilot project.

OPTIONS:

1. Give Bylaw 8240 Second and Third Readings and give Bylaw 8241 Second and Third Readings as amended (staff recommendation);
2. Give the bylaws Second and Third Readings as introduced at Bylaw Introduction; or
3. Give no further Readings to the bylaws and abandon the bylaws at First Reading.

Respectfully submitted,



Casey Peters,
Development Planner

Attachments:

1. District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)
2. Amended version - District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)
3. Redlined version - District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)
4. As Introduced - District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)
5. Public Hearing Minutes – June 13, 2017
6. Staff Report dated May 16, 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 8240

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 8240, 2017 (Amendment 25)".

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 5: Low Density Apartment" (RES5) to "Institutional".

READ a first time May 29th, 2017 by a majority of all Council members.

PUBLIC HEARING held June 13th, 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

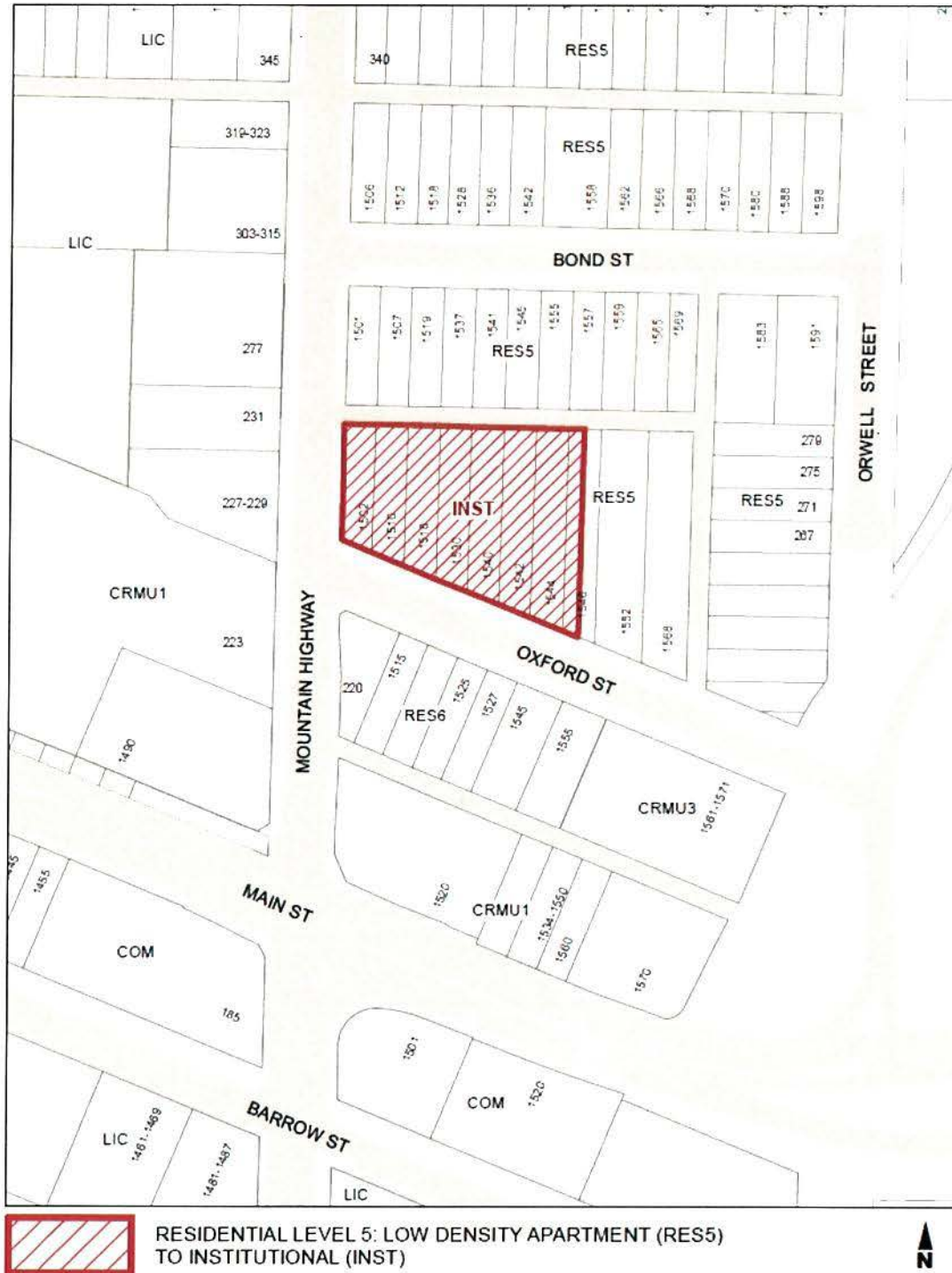
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8240

The District of North Vancouver Official Community Plan Amendment (Bylaw 8240)



The Corporation of the District of North Vancouver

Bylaw 8241

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)".

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 105 CD105

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

"4B105 Comprehensive Development Zone 105 CD105

The CD105 Zone is applied to:

- i) Lot 36 Block 42 District Lot 204 Plan 1340 (PID: 005-866-197);
- ii) Lot 35 Block 42 District Lot 204 Plan 1340 (PID: 014-742-390);
- iii) Lot 30 Block 42 District Lot 204 Plan 1340 (PID: 014-742-373);
- iv) Lot 34 Block 42 District Lot 204 Plan 1340 (PID: 014-742-381);
- v) Lot B Block 42 District Lot 204 Plan 18808 (PID: 007-074-964);
- vi) Lot 31 Block 42 District Lot 204 Plan 1340 (PID: 010-511-954);
- vii) Lot 29 Block 42 District Lot 204 Plan 1340 (PID: 014-742-357); and
- vii) Lot A Block 42 District Lot 204 Plan 18808 (PID: 007-074-956).

4B105 - 1 Intent:

The purpose of the CD105 Zone is to establish specific land use and development regulations for a residential care facility.

4B105 - 2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 105 Zone:

- a) Uses permitted without conditions:
 - i. Multi-level care facility;
- b) Conditional uses:
 - i. Not applicable

4B105 - 3 Accessory Uses:

- a) *Accessory uses* are permitted and include, but not necessarily limited to:
 - Storage;
 - Laundry;
 - Kitchen;
 - Dining;
 - Administration spaces;
 - Therapy treatment rooms;
 - Hair salon, spa, and other personal services;
 - Multi-purpose rooms;
 - Activity rooms; and,
 - Other uses customarily incidental to the principal use.

4B105 - 4 Density:

Buildings and structures shall be sited and constructed in accordance with the following regulations:

- a) The maximum permitted floor space in the CD105 Zone is 11,130m² (119,806 sq ft) inclusive of any density bonus for energy performance;
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. All spaces underground including but not limited to parking and storage
 - ii. Mechanical and Electrical equipment spaces, laundry, and kitchen up to 455m² (4,897 sq ft)
 - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.
- c) For the purposes of calculating FSR the lot area is deemed to be 4,157.3m² (44,748.8 sq ft) being the site size at the time of rezoning.
- d) Balcony and deck enclosures are not permitted

- d) Balcony and deck enclosures are not permitted

4B105 – 5 Height:

- a) The maximum permitted height measured to the top of the sixth floor of the building is 21.0m (68.9 ft)
- b) The maximum permitted height measured to the top of the mechanical penthouse, kitchen and laundry of the building is 24.5m (80.4 ft)

4B105 - 6 Setbacks:

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

Setback	Minimum Required Setback
North	2.9m (9.5 ft)
East	7.0m (23.0 ft)
South (Oxford St)	2.3m (7.5 ft)
West (Mountain Hwy)	2.3m (7.5 ft)

- b) For the purpose of measuring setbacks, measurements exclude:
 - i. Balconies, canopies, overhangs, architectural elements and awnings.

4B105 - 7 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 105 - 8 Landscaping and Storm Water Management:

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

4B 105 – 9 Parking, Loading and Servicing Regulations:

- a) A minimum of 47 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- b) A maximum of 13 parking spaces may be small car spaces;
- c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;

d) A minimum of 6 class 2 visitor bicycle parking spaces must be provided.”

(c) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family 6000 Zone (RS4) to Comprehensive Development Zone CD 105 and Neighbourhood Park (NP).

READ a first time May 29th, 2017

PUBLIC HEARING held June 13th, 2017

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1355 (Bylaw 8241)” 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 8241

The District of North Vancouver
Rezoning Bylaw 8241



The Corporation of the District of North Vancouver

ATTACHMENT 3

Bylaw 8241

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)".

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 105 CD105

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

"4B105 Comprehensive Development Zone 105 CD105

The CD105 Zone is applied to:

- i) Lot 36 Block 42 District Lot 204 Plan 1340 (PID: 005-866-197);
- ii) Lot 35 Block 42 District Lot 204 Plan 1340 (PID: 014-742-390);
- iii) Lot 30 Block 42 District Lot 204 Plan 1340 (PID: 014-742-373);
- iv) Lot 34 Block 42 District Lot 204 Plan 1340 (PID: 014-742-381);
- v) Lot B Block 42 District Lot 204 Plan 18808 (PID: 007-074-964);
- vi) Lot 31 Block 42 District Lot 204 Plan 1340 (PID: 010-511-954);
- vii) Lot 29 Block 42 District Lot 204 Plan 1340 (PID: 014-742-357); and
- vii) Lot A Block 42 District Lot 204 Plan 18808 (PID: 007-074-956).

4B105 - 1 Intent:

The purpose of the CD105 Zone is to establish specific land use and development regulations for a residential care facility.

4B105 - 2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 105 Zone:

- a) Uses permitted without conditions:
 - i. Multi-level care facility;
- b) Conditional uses:
 - i. Not applicable

4B105 - 3 Accessory Uses:

- a) *Accessory uses* are permitted and include, but not necessarily limited to:
 - Storage;
 - Laundry;
 - Kitchen;
 - Dining;
 - Administration spaces;
 - Therapy treatment rooms;
 - Hair salon, spa, and other personal services;
 - Multi-purpose rooms;
 - Activity rooms; and,
 - Other uses customarily incidental to the principal use.

4B105 - 4 Density:

Buildings and structures shall be sited and constructed in accordance with the following regulations:

- a) The maximum permitted floor space in the CD105 Zone is 11,130m² (119,806 sq ft) inclusive of any density bonus for energy performance;
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. All spaces underground including but not limited to parking ~~and storage and kitchen uses~~
 - ii. Mechanical and Electrical equipment spaces, ~~laundry, and kitchen~~ up to ~~140m² (1507 sq ft)~~ 455m² (4,897 sq ft)
 - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.
- c) For the purposes of calculating FSR the lot area is deemed to be 4,157.3m² (44,748.8 sq ft) being the site size at the time of rezoning.

- d) Balcony and deck enclosures are not permitted

4B105 – 5 Height:

- a) The maximum permitted height measured to the top of the sixth floor of the building is 21.0m (68.9 ft)
- b) The maximum permitted height measured to the top of the mechanical penthouse, **kitchen and laundry** of the building is 24.5m (80.4 ft)

4B105 - 6 Setbacks:

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

Setback	Minimum Required Setback
North	2.9m (9.5 ft)
East	7.0m (23.0 ft)
South (Oxford St)	2.3m (7.5 ft)
West (Mountain Hwy)	2.3m (7.5 ft)

- b) For the purpose of measuring setbacks, measurements exclude:
- Balconies, canopies, overhangs, architectural elements and awnings.

4B105 - 7 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 105 - 8 Landscaping and Storm Water Management:

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

4B 105 – 9 Parking, Loading and Servicing Regulations:

- a) A minimum of **35 47** parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- b) A maximum of **40 13** parking spaces may be small car spaces;
- c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;

d) A minimum of 6 class 2 visitor bicycle parking spaces must be provided.”

(c) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family 6000 Zone (RS4) to Comprehensive Development Zone CD 105 and Neighbourhood Park (NP).

READ a first time May 29th, 2017

PUBLIC HEARING held June 13th, 2017

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1355 (Bylaw 8241)” 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

The Corporation of the District of North Vancouver

Bylaw 8241

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)".

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 105 CD105

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

"4B105 Comprehensive Development Zone 105 CD105

The CD105 Zone is applied to:

- i) Lot 36 Block 42 District Lot 204 Plan 1340 (PID: 005-866-197);
- ii) Lot 35 Block 42 District Lot 204 Plan 1340 (PID: 014-742-390);
- iii) Lot 30 Block 42 District Lot 204 Plan 1340 (PID: 014-742-373);
- iv) Lot 34 Block 42 District Lot 204 Plan 1340 (PID: 014-742-381);
- v) Lot B Block 42 District Lot 204 Plan 18808 (PID: 007-074-964);
- vi) Lot 31 Block 42 District Lot 204 Plan 1340 (PID: 010-511-954);
- vii) Lot 29 Block 42 District Lot 204 Plan 1340 (PID: 014-742-357); and
- vii) Lot A Block 42 District Lot 204 Plan 18808 (PID: 007-074-956).

4B105 - 1 Intent:

The purpose of the CD105 Zone is to establish specific land use and development regulations for a residential care facility.

4B105 - 2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 105 Zone:

- a) Uses permitted without conditions:
 - i. Multi-level care facility;
- b) Conditional uses:
 - i. Not applicable

4B105 - 3 Accessory Uses:

- a) *Accessory uses* are permitted and include, but not necessarily limited to:
 - Storage;
 - Laundry;
 - Kitchen;
 - Dining;
 - Administration spaces;
 - Therapy treatment rooms;
 - Hair salon, spa, and other personal services;
 - Multi-purpose rooms;
 - Activity rooms; and,
 - Other uses customarily incidental to the principal use.

4B105 - 4 Density:

Buildings and structures shall be sited and constructed in accordance with the following regulations:

- a) The maximum permitted floor space in the CD105 Zone is 11,130m² (119,806 sq ft) inclusive of any density bonus for energy performance;
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. All spaces underground including but not limited to parking, storage, and kitchen uses
 - ii. Mechanical and Electrical equipment spaces up to 140m² (1507 sq ft)
 - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.
- c) For the purposes of calculating FSR the lot area is deemed to be 4,157.3m² (44,748.8 sq ft) being the site size at the time of rezoning.
- d) Balcony and deck enclosures are not permitted

4B105 – 5 Height:

- a) The maximum permitted height measured to the top of the sixth floor of the building is 21.0m (68.9 ft)
- b) The maximum permitted height measured to the top of the mechanical penthouse of the building is 24.5m (80.4 ft)

4B105 - 6 Setbacks:

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

Setback	Minimum Required Setback
North	2.9m (9.5 ft)
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South (Oxford St)	2.3m (7.5 ft)
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- b) For the purpose of measuring setbacks, measurements exclude:
 - i. Balconies, canopies, overhangs, architectural elements and awnings.

4B105 - 7 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 105 - 8 Landscaping and Storm Water Management:

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

4B 105 – 9 Parking, Loading and Servicing Regulations:

- a) A minimum of 35 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- b) A maximum of 10 parking spaces may be small car spaces;
- c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- d) A minimum of 6 class 2 visitor bicycle parking spaces must be provided."

(c) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family 6000 Zone (RS4) to Comprehensive Development Zone CD 105 and Neighbourhood Park (NP).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1355 (Bylaw 8241)" 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 8241

The District of North Vancouver
Rezoning Bylaw 8241



**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**1502-1546 Oxford Street
Six-storey 180 Bed Seniors Care Centre**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 13, 2017 commencing at 7:43 p.m.

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

Absent: Councillor R. Bassam
Councillor M. Bond

Staff: Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. C. Archer, Confidential Council Clerk
Ms. C. Peters, Development Planner
Mr. D. Veres, Development Planner

The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)

Purpose of Bylaw:
Bylaw 8240 proposes to amend the OCP land use designation of eight properties from Residential Level 5: Low Density Apartment (RES5) to Institutional.

The District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)

Purpose of Bylaw:
Bylaw 8241 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 105 (CD105) and rezone the subject site from Single-Family Residential 6000 Zone (RS4) to CD105 and to Neighbourhood Park Zone (NP). The CD105 Zone addresses use, density, height, setbacks, site coverage, landscaping and storm water management and parking, loading and servicing regulations.

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:

- Council is here to listen to the public, not to debate the merits of the bylaws;

- 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;
- The Chair will be working within the following rules established by Council:
 1. Speakers will be called from the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
 2. Speakers will have five minutes to address Council for the first time and should begin remarks to Council by stating their name and address;
 3. After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
 4. Any additional presentations will only be allowed at the discretion of the Chair. Speakers should not repeat information from previous presentations and should ensure comments remain focused on the bylaw(s) under consideration this evening.

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

- A binder containing documents and submissions related to these bylaws which Council has received is available on the side table to be viewed; and,
- This Public Hearing is 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 8240 proposes to amend the OCP land use designation of eight properties from Residential Level 5: Low Density Apartment (RES5) to Institutional. Bylaw 8241 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 105 (CD105) and rezone the subject site from Single-Family Residential 6000 Zone (RS4) to CD105 and to Neighbourhood Park Zone (NP). The CD105 Zone addresses use, density, height, setbacks, site coverage, landscaping and storm water management and parking, loading and servicing regulations.

3. PRESENTATION BY STAFF

Ms. Casey Peters, Development Planner, provided an overview of the proposal, elaborating on the introduction by the Manager – Administrative Services.

Ms. Peters advised that:

- The proposal is for a six-storey, 180-bed seniors care centre;
- The development site is located at the northeast corner of Oxford Street at Mountain Highway within the Lynn Creek Town Centre;
- The surrounding sites include:
 - Phibbs Exchange to the east;
 - Lynn Creek Apartments to the southeast; and,
 - Possible six-storey development sites to the east and south of the site, preliminary applications for which have been submitted for District staff review.
- The application has been measured against the Lower Lynn Implementation Plan and the Lynn Creek Town Centre Public Realm Guidelines;

- The site is currently designated in the Official Community Plan (OCP) as Residential Level 5: Low Density Apartment, with a maximum Floor Space Ratio (FSR) of 1.75;
- Bylaw 8240 would change the OCP designation to Institutional;
- The site is currently zoned RS4;
- Bylaw 8241 would rezone the site to a new Comprehensive Development Zone 105, with five metres on the east side of the site rezoned to Neighbourhood Park as part of the new Green Spine north-south linear park connecting Oxford Street to Fern Street and creating connections to neighbourhood parks at Bond Street and Marie Place;
- The site is located in Development Permit Areas for Energy and Water Conservation and Greenhouse Gas Emission Reduction and Creek Hazard;
- Although the Development Permit Area for Form and Character does not apply under the proposed change to the Institutional designation under the OCP, the project was reviewed against the guidelines for Form and Character for Multifamily Housing and the building design will be secured in a Development Covenant;
- The proposed development has a floor space ratio of approximately 2.9 on six floors and a partial seventh floor;
- The proposed site plan includes three ground level courtyards and an additional outdoor space on the fifth floor on the south side of the building;
- The lobby entrance and vehicle access are located on Oxford Street;
- The application includes new separated bicycle lanes on Oxford Street and Mountain Highway as well as a 2.3 metre dedication and 1 metre right of way on Mountain Highway;
- Additional off-site improvements include ducting for a future traffic signal and a contribution towards public art;
- Development Cost Charges for the application are estimated at \$327,307;
- The proposal meets OCP objectives for:
 - Creation of subsidized rental beds;
 - Increased local employment;
 - Enhancement of pedestrian and bicycle networks;
 - Creation of a new greenway; and,
 - Increased density focused in Town Centres and in proximity to transit.
- The Advisory Design Panel reviewed the application and recommends its approval;
- A Construction Traffic Management Plan is required;
- The proposed development meets Vancouver Coastal Health accessibility requirements, which exceed District policy requirements; and,
- Feedback from attendees at the Public Information Meeting held on May 2017 was generally positive.

Ms. Peters provided additional information that had been requested by Council at first reading of the bylaws regarding parking. Ms. Peters advised that the Zoning Bylaw requires one space per six beds for a minimum of thirty spaces for this application. The applicant originally proposed thirty-five spaces and has responded to the concerns expressed by Council by changing the design to move the kitchen and laundry facilities to the roof, allowing an additional twelve spaces to be added for a total of forty-seven. This will require an amendment to Bylaw 8241 at second reading.

Council requested that the proposed changes to Bylaw 8241 be circulated in writing.

4. PRESENTATION BY APPLICANT

4.1. Ms. Mary McDougall, President, Trellis Seniors Services:

- Advised that the company is family-operated and based in BC;
- The proposal is for a facility with home-like living and end-of-life support;
- Nursing and care would be provided 24 hours a day;
- The facility would meet high safety standards;
- Noted the facility would include residents with dementia and chronic health conditions;
- 150 beds would be provided under contract with Vancouver Coastal Health (VCH) and thirty beds would be privately rented;
- VCH would have the option of taking over any of the thirty private beds if they are needed;
- The proposal addresses a community need for increased capacity in affordable residential care;
- Advised that the proposal would create employment for 200 positions;
- Provided additional information regarding concerns raised over the number of parking spaces, noting that residents will not require parking, the maximum peak staffing during the day would be fifty workers on site and the site's proximity to Phibbs Exchange will likely decrease the number of workers who drive;
- Advised that subsidies will be provided to employees to walk, bicycle or take transit to work in order to decrease the number of vehicle trips;
- Noted that food distribution from the top of the building will not change the distance food travels for delivery to rooms from the original design with the kitchen on the lower floor;
- Remarked that additional parking may impact the application's LEED rating; and,
- Commented on safety and evacuation procedures, including regular drills.

4.2. Mr. Steven Bartok, Architect, Keystone Architecture:

- Commented on the proposed siting;
- Noted that the design includes room on the south side to provide residents access to green space;
- Reviewed the floor plans for the residential floors, noting there will be supportive care with central amenity functions on all six floors; and,
- Reviewed the proposed elevations, building materials and landscape plans.

In response to a question from Council regarding staffing overlap during shift changes, the applicant advised that shift changes are staggered.

In response to a question from Council regarding visitor parking stalls, the applicant advised that demand management may result in less staff use and more availability for visitors.

In response to a question from Council regarding cost of housing, the applicant advised that the rate for VCH beds is set by the Provincial Government and is based on income; the cost of a private bed will be approximately \$200 per day.

In response to a question from Council regarding street parking, staff advised that there would be no parking on the north side of Oxford Street and some street parking on the south side.

Council requested information from Lynn Creek Apartments regarding residents' experience with parking pressures.

Council requested an update on a request from local residents regarding resident-only parking.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Dave Currey, 700 Block Blueridge Avenue: COMMENTING

- Recommended providing on-site housing for all senior housing and care facility employees on the North Shore; and,
- Commented on the increase in workers travelling to the North Shore.

5.2. Mr. Barry Fenton, 2700 Byron Road: IN FAVOUR

- Spoke in support of the application;
- Complimented the applicant for making design changes to address community concerns;
- Remarked on the site's proximity to Phibbs Exchange;
- Commented on transportation challenges on the North Shore;
- Commented on the need for affordable housing for seniors;
- Commended the applicant for providing incentives for employees to use alternative transportation; and,
- Suggested considering innovative employee housing for future applications.

5.3. Mr. Phil Chapman, 1000 Block Handsworth Road: IN FAVOUR

- Spoke in support of the application;
- Spoke regarding the ageing population and the growing need for care facilities for seniors; and,
- Noted that the site was selected by VCH for proximity to transit and the highway, as well as future Town Centre amenities.

6. QUESTIONS FROM COUNCIL

In response to a question from Council regarding the proposed amendments to Bylaw 8241, staff advised that the amendments are as follows:

- The number of parking spaces will be changed from thirty-five to forty-seven;
- Kitchen and laundry facilities will be added to the section regarding the maximum building height for mechanical and electrical space; and,
- The kitchen and laundry facilities were excluded from the FSR and the exclusion language will be moved from one section to the other to permit the exclusion on the roof.

7. COUNCIL RESOLUTION

MOVED by Councillor MURI
SECONDED by Councillor MACKAY-DUNN
THAT the June 13, 2017 Public Hearing be closed;




AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)" and "The District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" be returned to Council for further consideration.

CARRIED
(8:38 p.m.)

CERTIFIED CORRECT:


Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 29, 2017</u>
<input type="checkbox"/> Other:	Date: _____

 Dept Manager	 GM Director	 CAO
--	---	--

The District of North Vancouver REPORT TO COUNCIL

May 16, 2017
File: 08.3060.20/003.17

AUTHOR: Casey Peters, Development Planner

SUBJECT: Bylaws 8240 and 8241: OCP Amendment and Rezoning Bylaws for 1502-1546 Oxford St - 180 bed Residential Care Centre

RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8240, 2017 (Amendment 25)" to amend the Official Community Plan (OCP) from Residential Level 5 to Institutional be given FIRST reading; and

AND THAT the "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)" to rezone the subject site from Single Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 105 (CD105) and Neighbourhood Park (NP) be given FIRST reading;

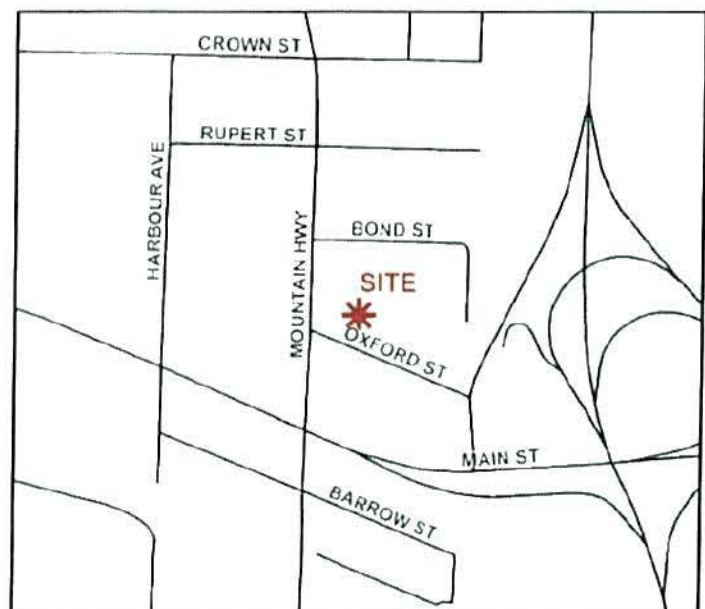
AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8240;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8240 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8240 and Bylaw 8241 be referred to a Public Hearing.

SUMMARY

The applicant proposes to redevelop eight single family lots located at 1502-1546 Oxford Street to create a six storey 180 bed seniors residential care centre. Implementation of the project requires an OCP amendment (Bylaw 8240) and a rezoning (Bylaw 8241).



THE PROPOSAL

The project ("Creekstone Care Centre") will provide 180 seniors with daily care and nursing services. The building will be a licensed residential care facility (i.e. residence + care) and will be operated under a contract with Vancouver Coastal Health (VCH). Initially 150 beds will be operated under a VCH contract with the remaining 30 beds available at market rents. The contract allows VCH to acquire the remaining 30 beds at any time and it is expected they will be required in the short to medium term.

The project is comprised of 12 secure sets of living units called "houses" (two on each floor) and these "houses" are linked through a central core. Each "house" includes 15 bedrooms, a servery-kitchen, laundry room, housekeeping closet, and a lounge/ recreation area. The central core includes community gathering areas and an administration space.



Creekstone Care Centre provides housing for residents who require a full level of care due to their frailty and aging health needs. Creekstone will be typically their homes through end of life. Residents have access to onsite medical treatment with nursing staff but they do not normally have acute or emergency care needs which require hospitalization. Chronic conditions include dementia and/or complex physical conditions. It is not anticipated that emergency vehicles will be attending the site with any frequency.

The project is designed to include onsite multi-purpose rooms which allow residents to gather and socialize. Community organizations will be permitted to use these spaces as a way to bring the community to the residents.

1. Site and Surrounding Areas

The development site is located at the corner of Mountain Hwy and Oxford Street in the Lynn Creek Town Centre. Surrounding properties include single family uses to the north, east, and south and commercial uses to the west. Phibbs Exchange and a newly constructed rental building are located to the east of the site.

2. Official Community Plan

The Official Community Plan (OCP) designates the site as Residential Level 5: Low Density Apartment (RES5) with an FSR of up to approximately 1.75. OCP Amendment Bylaw 8240 will designate the site as Institutional. 5m on the east of the site will be dedicated to the District for the creation of the Green Spine linear park envisioned in the OCP and Lynn Creek Public Realm Guidelines (this portion will remain RES5).

The District of North Vancouver has been working with the City of North Vancouver, the District of West Vancouver, and Lionsview Seniors Planning to support the development of an age-friendly community. One of the focuses of the work has been on securing appropriate housing for seniors – the Trellis project provides an important part of the continuum of housing and support for seniors in the District. In addition, Vancouver Coastal Health has identified that the current residential care capacity for seniors on the North Shore is insufficient to meet the needs.

The project aligns with the District's OCP Goals of creating a vibrant, mixed use centre and enabling a diverse mix of housing types, tenures and affordability at all stages of life. An additional goal of fostering a safe inclusive and supportive housing to enhance the health and well-being of residents is also met. The project supports the goal of supporting a diverse and resilient local economy as it will result in over 200 jobs. The OCP sets a goal of providing a safe, efficient and accessible network of pedestrian, bike and roadways and enabling viable alternatives to the car and this project will create pedestrian and bicycle improvements on Mountain Hwy and Oxford Street. The project is well served by transit with Phibbs Exchange located a block east and Mountain Highway fronting the site on the west.



The District's Rental and Affordable Housing Strategy encourages the expansion of affordable rental housing inventory. This project supports this objective by providing supportive housing as 83% of the beds have some level of publicly funded support (subsidy determined by VCH based on income levels). All of the beds are rental. Another goal of the Strategy is to "seek to address the need of lower income seniors" which is supported by this project.

The project has been reviewed against the Lower Lynn Implementation Plan and the Lynn Creek Public Realm Guidelines. The project achieves the public realm objectives and provides a 5m dedication towards the future Green Spine linear park which is an important connecting feature within the Lynn Creek Town Centre.

3. Zoning

The subject properties are currently zoned Single Family 6000 Zone (RS4). A new Comprehensive Development Zone 105 (CD105) is required to accommodate the project. The 5m portion for the Green Spine will be zoned Neighbourhood Park (NP). The CD 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. The policy allows staff to negotiate CACs for other types of projects which result in an increase in land value. This project is an institutional building providing a community need. The CAC Policy lists "seniors care" in section 3.8 as a specific amenity which may be acceptable in lieu of CACs. The applicant has identified the following contribution from this project including:

- Provision of long term, publicly funded, care services for 180 residents. Of these beds, 150 are committed to Vancouver Coastal Health (VCH) with the remaining 30 beds to be private pay (which can be assumed by VCH as required).
- Inclusion of multi-purpose rooms that can be available for use by community groups.
- Contribution of \$5,000 towards public art at the entrance to the Green Spine Linear Park.

5. Site Plan/Building Description

The project is a six storey building with one level of underground parking. The units are single occupancy and a number of accessory uses are proposed within the project. These accessory uses are required for the operation of the building, for the use of the residents, employees and visitors. Accessory uses include storage, laundry, kitchen, dining spaces, administrative spaces, multi-purpose rooms, and activity rooms.

6. Development Permits

The lots are designated in the following Development Permit Areas:

- Form and Character of Commercial, Industrial, and Multifamily Development (not applicable due to institutional use)
- Energy and Water Conservation and Greenhouse Gas Emission Reductions
- Creek Hazard

a) Form and Character

Despite this DP designation not being applicable, the proposal has been reviewed against the Official Community Design Guidelines for Multi-Family Housing to ensure that the project has a residential feel.



Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on March 9, 2017 and overall, the panel was supportive of the project. The Panel recommends approval of the project subject to resolution of the Panel comments including a review of courtyard materials and screening the emergency generator and the pad mounted transformer (PMT). These items will be resolved prior to final zoning adoption.

b) 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 LEED™ Gold equivalent and an energy performance at least 33% better than Model National Energy Code. Details of green building features will be provided for Council review should the application proceed.

c) Protection of Development From Hazardous Conditions – Creek Hazard

As the site is within the Development Permit area for Creek Hazard DPA a geotechnical report was completed and concludes that the proposed development is safe for the use intended. The living space will be located above the Flood Construction Level (FCL) and flood mitigation measures will be in place to address the uses proposed below the FCL (storage, food preparation, laundry). An emergency plan has been submitted to address how the needs of the residents will be met in the event of an emergency.

The project has been reviewed by the District's Section Manager, Natural Hazards and the District's Chief Building Official.



7. Parking

Parking is provided on one level of underground with access from Oxford Street. A total of 35 parking stalls are proposed (2 spaces at grade and 33 spaces in the underground parkade). The District's parking requirements for homes for the aged is one parking space per six beds which results in 30 required spaces. The project exceeds the District's requirements by five spaces.

There are six Class 2 (short term) bicycle spaces at the entrance to the building and a secure bicycle storage room in the underground for employees. The site is located within one block of Phibbs Exchange which will allow visitors and employees to use alternative transportation options.

8. Landscaping

The landscape design is focussed around the exterior of the site including a 2m landscaped setback adjacent to the Green Spine linear park. The proposal also includes three ground level courtyards for use of the residents with two located on the south side of the building and one on the north side. An additional covered outdoor deck is proposed on the fifth floor on the south side of the building.

The outdoor courtyards include spaces for sitting, walking and activities such as gardening. Accessibility measures have been considered to ensure the residents can use the space.

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



Mountain Hwy Perspective

9. Off-site improvements

The application will dedicate 2.3m (7.5 ft) of land and provide an additional 1.0m (3.3 ft) right of way along Mountain Hwy to allow for the future cross-section that will include a separated bicycle path, pedestrian sidewalk, and boulevard.

The project will create a sidewalk, separated two-way cycle track, and boulevard on Oxford Street. In addition, both Mountain Hwy and Oxford Street will include street trees, curb, gutter and lighting.

The east 5m of the site will be dedicated for the Green Spine linear park and it is anticipated that the land will be hydro-seeded for the short term and the final park design will be implemented when the full 10m dedication is achieved through the redevelopment of the site to the east.

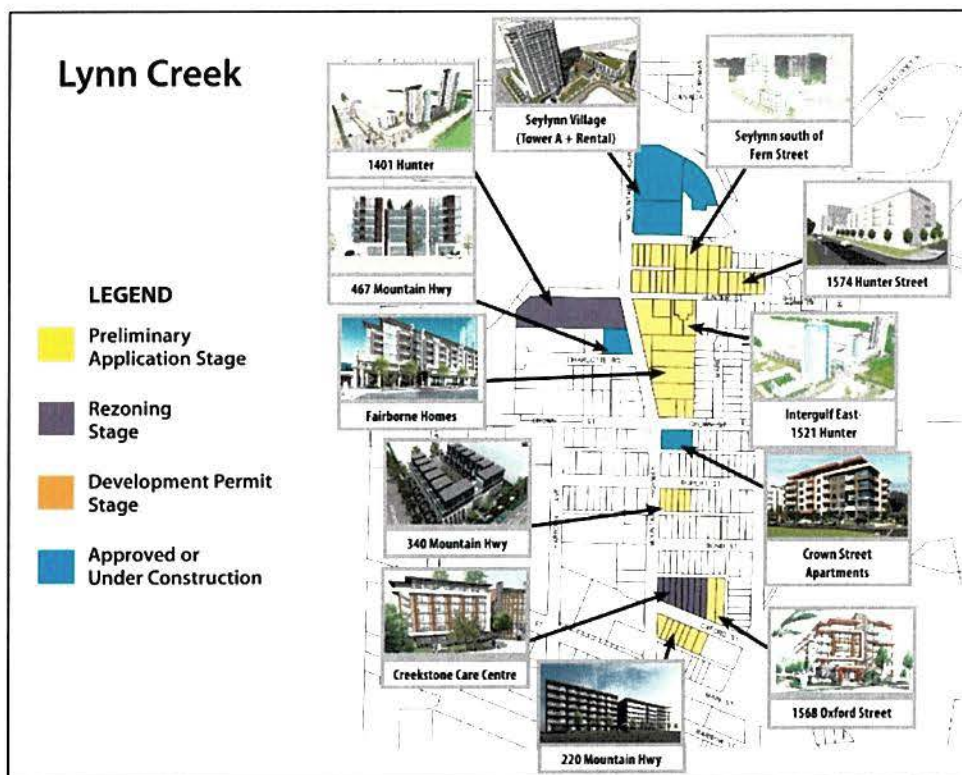
10. Accessibility

The proposal will be required to meet Vancouver Coastal Health requirements for accessibility which exceed the District's Accessible Design Policy for Multifamily Housing. Accessibility measures address residents with physical, visual, or cognitive impairments and facilitate easy access to common and personal areas. The design also works to assist with clarity of location and to provide circulation patterns and corridor lengths to encourage independent travel.

11. Construction Management Plan

The site is shown in relation to other construction projects and potential development projects in the image to the right.

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 Building 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 Mountain Hwy and Oxford St with particular attention to ensuring transit vehicles can access Phibbs Exchange. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the construction traffic management plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;

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

12. Public Input:

The applicant held a facilitated Public Information Meeting (PIM) on May 3, 2017. The meeting was attended by approximately 11 members of the public. Comments made at the meeting included support for the proposed use and questions regarding transportation improvements and bus movements during construction. One written response was received following the meeting expressing support for the project.

13. Concurrence:

The project has been reviewed by staff from the Environment, Building and Permits, Legal, Parks, Engineering, Community Planning, Urban Design, Transportation, the Fire Department, Public Safety, Finance and the Arts Office.

14. Financial Impacts:

The project will contribute District Development Cost Charges (DCCs) of \$614,200 and will be required to pay normal fees through the building permit process. Should the application proceed the project in its current form will be required to pay property taxes.

As discussed in the CAC section, the CAC Policy lists "seniors care" as one type of amenity and VCH will be providing subsidized care for 150 of the beds. The site was originally envisioned in the OCP as a residential project with CAC's. This revenue is now anticipated to be realized on other sites in the area.

The project will also contribute \$5,000 towards public art.

15. Implementation

Implementation of this project will require an OCP amendment bylaw and a rezoning, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8241 (Attachment C) rezones the subject site from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development Zone 105 (CD105) which:

- Establishes the seniors residential care use;
- Establishes a maximum floor space of 11,130m² (119,806 sq ft); and
- Establishes parking and building regulations specific to this project.

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;
- Covenant to secure community use of multi-purpose rooms;
- Engineering servicing agreement covenant (requiring construction management plan);
- Flood hazard covenant including emergency plan;
- A statutory right of way for pedestrian movement on Mountain Hwy;
- A statutory right of way for the 2m adjacent to the Green Spine linear park; and,
- A consolidation and dedication plan.

Conclusion

This project is providing a needed form of housing for the community and addresses a number of housing goals from the District's OCP and Rental and Affordable Housing Strategy. In addition the proposal addresses OCP goals related to employment opportunities.

Options

The following options are available for Council's consideration:

1. Introduce Bylaws 8240 and 8241 and refer Bylaw 8240 and 8241 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.



Casey Peters
Development Planner

Attachments:

- A. Architectural and Landscape Plans
- B. Bylaw 8240 – OCP Amendment Bylaw
- C. Bylaw 8241 – Rezoning Bylaw

SUBJECT: Bylaws 8240 and 8241: OCP Amendment and Rezoning Bylaws for 1502-1546 Oxford St - 180 bed Residential Care Centre

May 16, 2017

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REVIEWED WITH: <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	REVIEWED WITH: <input type="checkbox"/> Clerk's Office <input type="checkbox"/> Corporate Services <input checked="" type="checkbox"/> Communications <input checked="" 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	REVIEWED WITH: 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: _____	REVIEWED WITH: Advisory Committees: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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CREEKSTONE RESIDENTIAL CARE CENTRE

1502-1546 OXFORD ST, DISTRICT OF NORTH VANCOUVER, BC

SUBMITTED FOR REZONING / OCP AMENDMENT / DEVELOPEMENT PERMIT OCTOBER 31, 2016



DEVELOPMENT TEAM

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NORTH VANCOUVER, BC V7R 3G8
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DAN MCDUGALL

ARCHITECT:
DEREK CRAWFORD ARCHITECT
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TRAFFIC CONSULTANT
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MECHANICAL & ELECTRICAL:
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KELLOWNA BC V1Y 8G8
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CONTACT: GEOFF HANN
AL CARMEL

CIVIL:
HY ENGINEERING
200 - 9728 122ND ST
SURREY, BC V3R 4E7
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DRAWING INDEX

ARCHITECTURAL

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A1 CONTEXT PLAN
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A4 FLOOR PLAN - PARKING LEVEL 0
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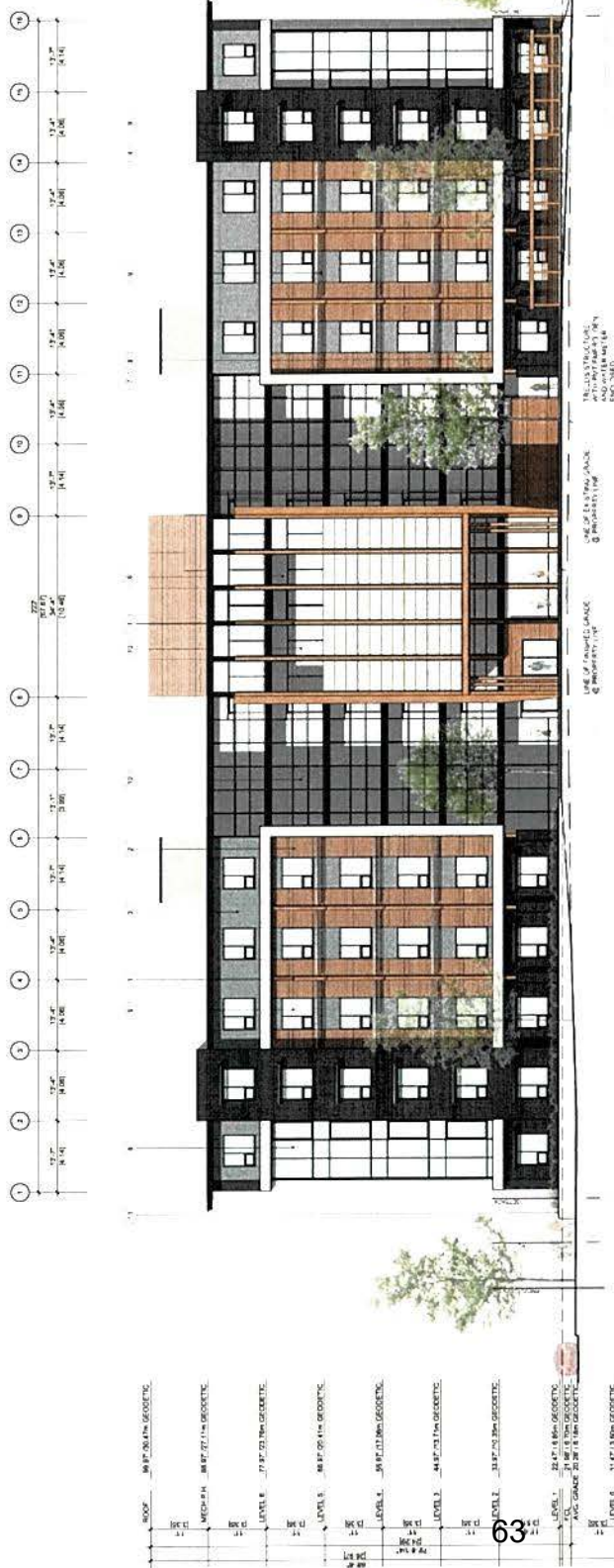
NO.	DATE	REVISION
1	2016.10.31	REZONING/OCP AMENDMENT FOR

PROJECT:
Creekstone - Residential Care Centre
Scale: N.T.S.

CLIENT:
TRELLIS
SENIORS SERVICES

DRAWING TITLE:
Cover and Drawing Index

CONSULTANT
DEREK CRAWFORD ARCHITECT INC.
227 Rainbow Road, Salt Spring Island BC, V8K 2V5
Tel: 804-686-8370 & 250-782-6993
www.dca.ca



SOUTH ELEVATION

- 1) PAINTED STEEL
- 2) METAL PANEL - WHITE
- 3) METAL PICKET FENCE - FOREGROUND
- 4) METAL LONNERS
- 5) METAL PANEL - GREY
- 6) BRICK - DARK GREY
- 7) BLACK VINYL WINDOWS
- 8) BLACK ALUM. CURTAIN WALL
- 9) METAL PANEL - LIGHT GREY
- 10) ARCHITECTURAL CONCRETE PLANTER
- 11) MARBLE PANEL - LIGHT GREY

MATERIALS

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NO.	DATE	REVISION
1	2016-12-17	REVISION

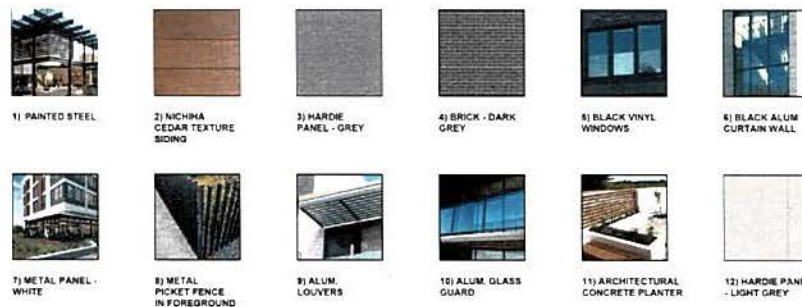
PROJECT: Creekstone - Residential Care Centre
Scale: 1/8" = 1'

CLIENT: TRELLIS SENIOR SERVICES
DRAWING TITLE: ELEVATIONS

A14

d c a DEREK CRAWFORD ARCHITECT INC.
 127 Rainbow Road, Salt Spring Island BC, V8K 2V5
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CONSULTANT



MATERIALS

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NO.	DATE	REVISION/DESCRIPTION
1	2018-10-31	REVISION/DESCRIPTION

PROJECT:
Creekestone - Residential Care Centre
 Scale: $\frac{1}{32}'' = 1'$

CLIENT:
TRELLIS
 SENIORS SERVICES

DRAWING TITLE:
ELEVATIONS

CONSULTANT:
dca
 DEREK CRAWFORD ARCHITECT INC.
 127 Rainbow Road, Salt Spring Island BC, V8K 2X5
 TEL: 250.866.2517 FAX: 250.866.2518 WWW.DCA-BC.COM

A16

The Corporation of the District of North Vancouver

Bylaw 8240

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 8240, 2017 (Amendment 25)".

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 5: Low Density Apartment" (RES5) to "Institutional".

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

Schedule A to Bylaw 8240

The District of North Vancouver Official Community Plan Amendment (Bylaw 8240)



The Corporation of the District of North Vancouver

Bylaw 8241

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1355 (Bylaw 8241)".

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 105 CD105

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

"4B105 Comprehensive Development Zone 105 CD105

The CD105 Zone is applied to:

- i) Lot 36 Block 42 District Lot 204 Plan 1340 (PID: 005-866-197);
- ii) Lot 35 Block 42 District Lot 204 Plan 1340 (PID: 014-742-390);
- iii) Lot 30 Block 42 District Lot 204 Plan 1340 (PID: 014-742-373);
- iv) Lot 34 Block 42 District Lot 204 Plan 1340 (PID: 014-742-381);
- v) Lot B Block 42 District Lot 204 Plan 18808 (PID: 007-074-964);
- vi) Lot 31 Block 42 District Lot 204 Plan 1340 (PID: 010-511-954);
- vii) Lot 29 Block 42 District Lot 204 Plan 1340 (PID: 014-742-357); and
- vii) Lot A Block 42 District Lot 204 Plan 18808 (PID: 007-074-956).

4B105 - 1 Intent:

The purpose of the CD105 Zone is to establish specific land use and development regulations for a residential care facility.

4B105 - 2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 105 Zone:

- a) Uses permitted without conditions:
 - i. Multi-level care facility;
- b) Conditional uses:
 - i. Not applicable

4B105 - 3 Accessory Uses:

- a) *Accessory uses* are permitted and include, but not necessarily limited to:
 - Storage;
 - Laundry;
 - Kitchen;
 - Dining;
 - Administration spaces;
 - Therapy treatment rooms;
 - Hair salon, spa, and other personal services;
 - Multi-purpose rooms;
 - Activity rooms; and,
 - Other uses customarily incidental to the principal use.

4B105 - 4 Density:

Buildings and structures shall be sited and constructed in accordance with the following regulations:

- a) The maximum permitted floor space in the CD105 Zone is 11,130m² (119,806 sq ft) inclusive of any density bonus for energy performance;
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. All spaces underground including but not limited to parking, storage, and kitchen uses
 - ii. Mechanical and Electrical equipment spaces up to 140m² (1507 sq ft)
 - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.
- c) For the purposes of calculating FSR the lot area is deemed to be 4,157.3m² (44,748.8 sq ft) being the site size at the time of rezoning.
- d) Balcony and deck enclosures are not permitted

4B105 – 5 Height:

- a) The maximum permitted height measured to the top of the sixth floor of the building is 21.0m (68.9 ft)
- b) The maximum permitted height measured to the top of the mechanical penthouse of the building is 24.5m (80.4 ft)

4B105 - 6 Setbacks:

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

Setback	Minimum Required Setback
North	2.9m (9.5 ft)
East	7.0m (23.0 ft)
South (Oxford St)	2.3m (7.5 ft)
West (Mountain Hwy)	2.3m (7.5 ft)

- b) For the purpose of measuring setbacks, measurements exclude:
 - i. Balconies, canopies, overhangs, architectural elements and awnings.

4B105 - 7 Coverage:

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 105 - 8 Landscaping and Storm Water Management:

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

4B 105 – 9 Parking, Loading and Servicing Regulations:

- a) A minimum of 35 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- b) A maximum of 10 parking spaces may be small car spaces;
- c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- d) A minimum of 6 class 2 visitor bicycle parking spaces must be provided."

(c) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family 6000 Zone (RS4) to Comprehensive Development Zone CD 105 and Neighbourhood Park (NP).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1355 (Bylaw 8241)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

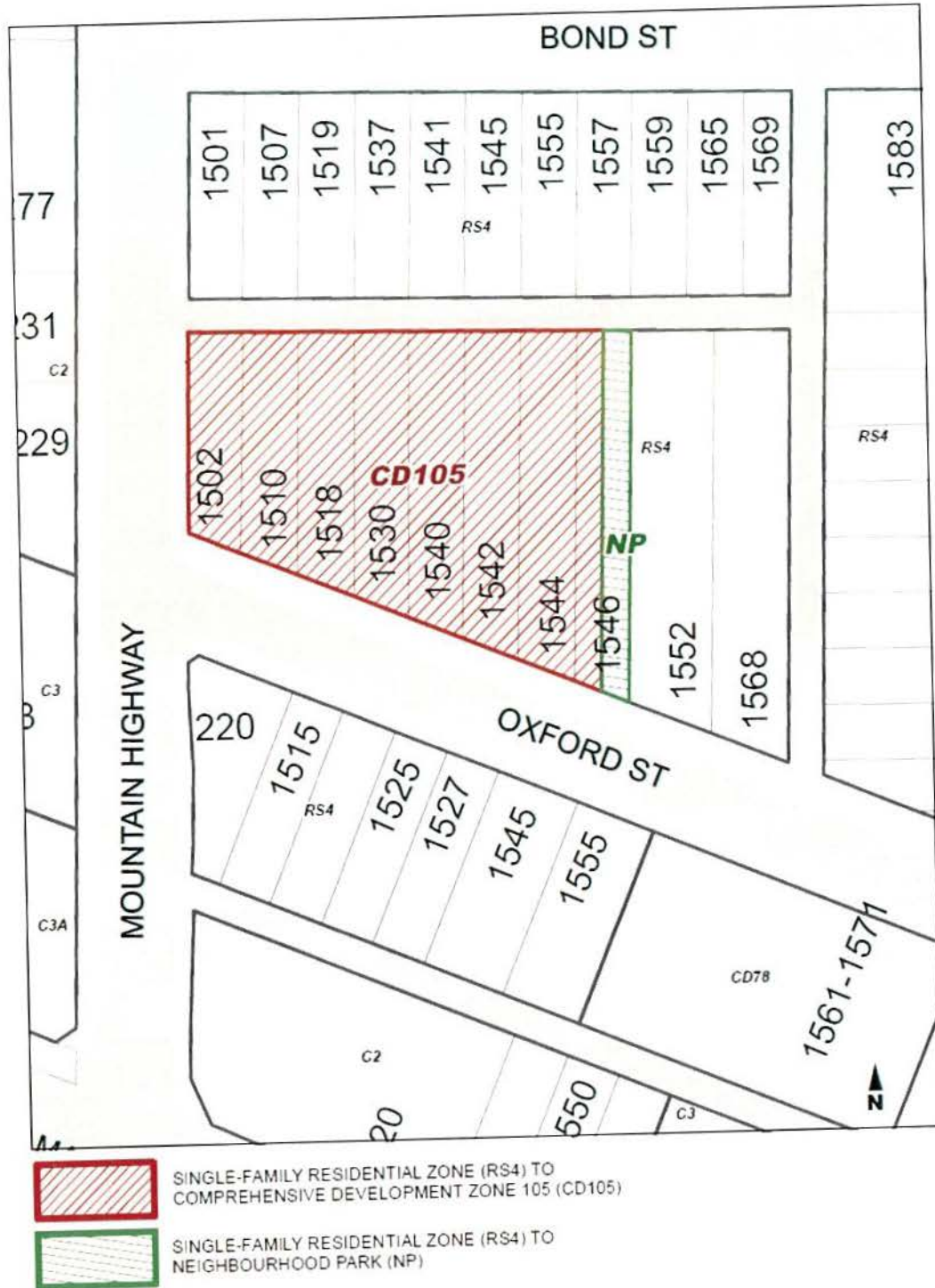
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8241

The District of North Vancouver
Rezoning Bylaw 8241



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Other:	Date: <u>June 26, 2017</u> Date: _____



The District of North Vancouver

REPORT TO COUNCIL

June 14, 2017
 File: 08.3060.20/062.16

AUTHOR: Darren Veres, Development Planner

SUBJECT: Bylaws 8236 and 8237: 905-959 Premier Street

RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8237, 2017 (905-959 Premier Street)" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8236 and 8237 received First Reading on May 29, 2017. A Public Hearing for Bylaw 8236 was held and closed on June 13, 2017.

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

COMMENTS, QUESTIONS, AND ANSWERS:

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

Question: Have any of the recent townhouse projects in the area provided on-site visitor parking?

Answer: The Lynnmour / Inter-River Area One Design Guidelines for Multiplexes and Townhouses require two parking spaces per unit inclusive of visitor parking. All of the recent townhouse projects have met this requirement. Two recent projects have provided visitor parking spaces in excess of two stalls per unit. The 23 unit townhouse project at 854 and 858 Orwell (January 16, 2017 Report to Council) provided two visitor parking spaces, while the 8 unit project at 756 and 778 Forsman (at the entrance to Lynnmour School) is proposing two visitor parking spaces. Both of these projects have added visitor parking in response to

neighbour input. Since Council feedback in early 2016 tandem parking has not been supported in this area.

Question: What will be the impact of the expansion of the Inter-River Park Sport Field on parking along Premier?

Answer: As provided at the August 31, 2016 public information session on the Inter River Park improvements (presentation boards available at www.dnv.org), new parking spaces will be built for users of the park. The one field option as shown in the presentation boards includes 79 new parking stalls for the sports fields. A public information session is scheduled for June 21, 2017 at which the 2 field option (with approximately double the parking) will be presented. In addition, Premier Street is proposed to be a cul-de-sac so users of the sports fields will not drive through from Premier to access the fields. The Parks and Transportation Planning Departments anticipate that sufficient parking will be provided.

Comment: Council commented that a survey of residents is needed to determine if sufficient parking is being provided within new townhouse projects in the Lynnmour area.

Response: As discussed at the Public Hearing a survey of residents in the area was conducted in early 2016 and there was a relatively small response rate (19%). Seventy percent of those responding had 2 cars and most had 2 parking stalls with approximately half parking both cars in their private off-street parking spaces. Bylaws reports that there has been an average of 2.4 parking complaints per month in the past year related to Premier Street.

It is worth noting that through the redevelopment of the subject site the four existing driveways will be removed and replaced with one central driveway which will create additional street parking spaces along the west side of Premier (up to three additional spaces).

Question: What are details of the accessible design features proposed?

Answer: At the Public Hearing, staff outlined that the developer has committed to providing an adjusted, enhanced level of accessibility and adaptable features for three of the units in order to enable their future conversion at a later time. These features includes ramp access from the street to the main entry, wider than average doorways and corridors, zero-clearance threshold for the main entry, electrical ducting for potential future stair lift requirements to provide access to main living areas, and a number of additional basic design features that meet the District's Accessible Design Policy for Multi-Family Housing.

Question: When were the Lynnmour Flood Protection Works completed and are they adequate for the 100 year flood event?

Answer: The flood protection works were completed in 2011. As briefly outlined at the Public Hearing the flood protection for the area incorporates both primary measures, such as structural works (dike and erosion protection) built to the 200-year return period flood levels,

and secondary flood protection measures for events that exceed the 200-year event magnitude including overland floodways, site grading and flood construction levels (FCLs).

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,



Darren Veres,
Development Planner

Attachments:

1. District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)
2. Housing Agreement Bylaw 8237, 2017 (905-959 Premier Street)
3. Public Hearing Minutes – June 13, 2017
4. Staff Report dated May 17, 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 8236

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 1353 (Bylaw 8236)".

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 102 CD102"

b) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B.

"4B102 Comprehensive Development Zone 102 CD 102

The CD 102 zone is applied to:

905 Premier Street, LOT A BL 2 DL 612 PLAN 15462, PID: 007-637-781

923 Premier Street, LOT B BL 2 DL 612 PLAN 15462, PID: 007-637-811

939 Premier Street, LOT C BL 2 DL 612 PLAN 15462, PID: 007-637-837

959 Premier Street, LOT D BL 2 DL 612 PLAN 15642, PID: 007-637-861

4B 102-1 Intent

The purpose of the CD 102 Zone is to establish specific land use and development regulations for a seventeen-unit townhouse project.

4B 102- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 102 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) Residential building, multiple-family townhouse

4B 102-3 Conditions of Use

- (a) Balcony enclosures not permitted

4B 102-4 Accessory Use

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B 102-5 Density

- (a) The maximum permitted density in the CD102 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 4 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 804.91 m² of individual parking garages (8,664.25 sq ft) in total on the lot and a maximum of 74.3 m² of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

4B 102-6 Amenities

- (a) Despite subsection 4B102-5, density in the CD102 Zone is increased to a maximum floor space of 2,363.15m² (25,437 sq ft), inclusive of any density bonus for energy performance and a maximum of 17 units, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$257,281 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, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B 102-7 Maximum Principal Building Size:

Not applicable

4B 102-8 Setbacks:

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

Setback	Buildings (Min Setback)
Front (east property line)	4.57m (15 ft) to the building face
Rear (west property line)	5.11m (16.75 ft) to the building face
Side (north)	2.44m (8 ft) to the building face
Side (south)	1.83m (6 ft) to the building face

- b) Balconies and trellises are excluded from any setback requirements.

4B 102-9 Building Orientation:

Not applicable

4B 102-10 Building Depth and Width:

Not applicable

4B 102-11 Coverage:

- (a) Building Coverage shall not exceed 40%.
- (b) Site Coverage shall not exceed 82%.

4B 102-12 Height:

The maximum permitted height for each building is 10.7m (35 ft);

4B 102-13 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:

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

4B 102-14 Flood Construction Requirements:

No basement, or habitable floor space, other than garage and storage space, shall be constructed below the established flood construction levels as identified in a flood hazard report prepared by a qualified registered professional engineer.

4B 102-15 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.

4B 102-16 Subdivision Requirements:

Not applicable

4B 102-17 Additional Accessory Structure Regulations:

Not applicable.

4B 102-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and

(b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 102 (CD 102).

READ a first time May 29th, 2017

PUBLIC HEARING held June 13th, 2017

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1353 (Bylaw 8236)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

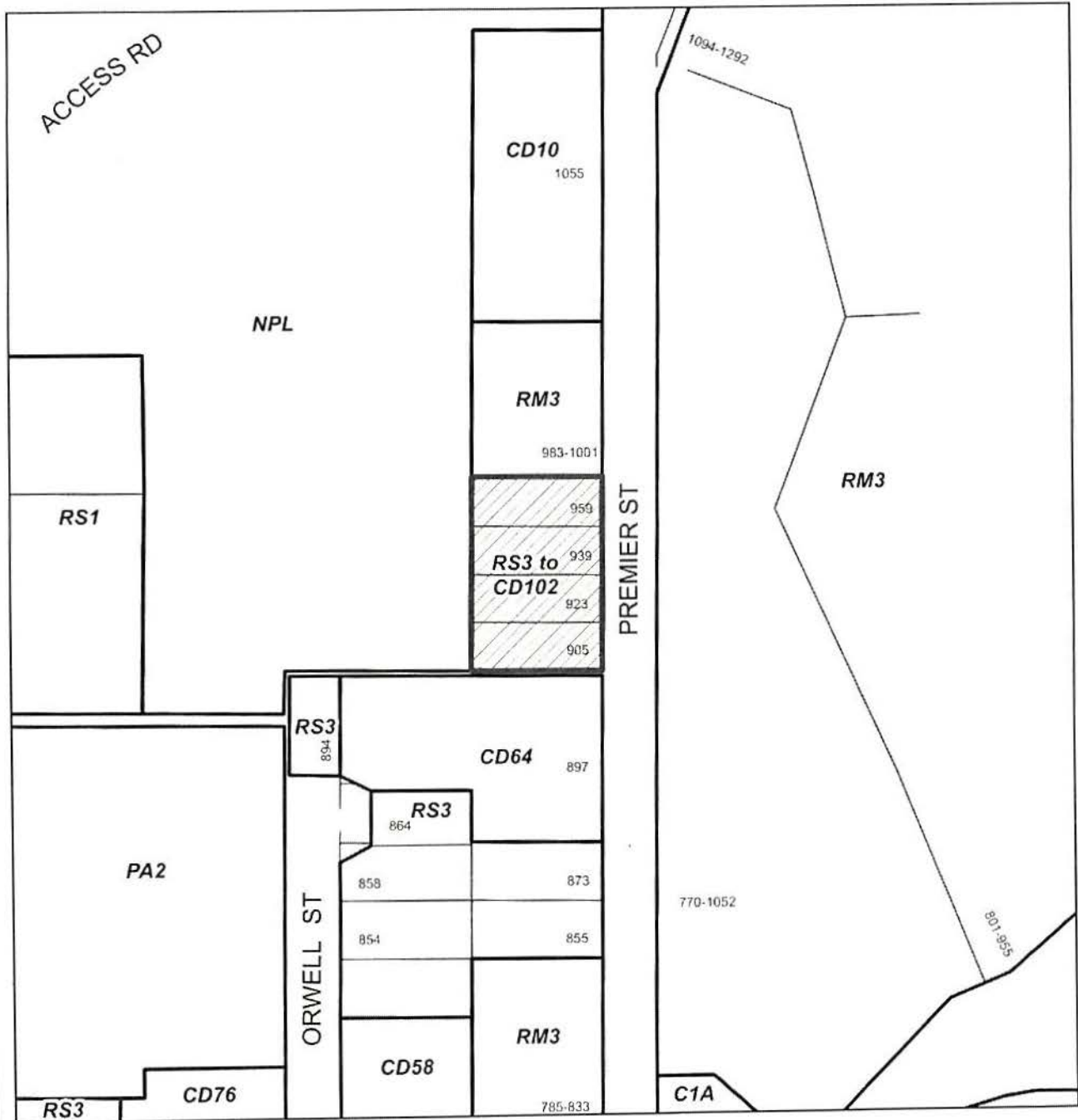
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8236

BYLAW 8236

The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 102 (CD102)



The Corporation of the District of North Vancouver**Bylaw 8237****A bylaw to enter into a Housing Agreement**

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 8237, 2017 (905-959 Premier Street)".

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 Park Side Edge Developments Ltd., Inc. No. BC0999688 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID: 007-637-781 LOT A BLOCK 2 DISTRICT LOT 612 PLAN 15462
- b) PID: 007-637-811 LOT B BLOCK 2 DISTRICT LOT 612 PLAN 15462
- c) PID: 007-637-837 LOT C BLOCK 2 DISTRICT LOT 612 PLAN 15462
- d) PID: 007-637-861 LOT D BLOCK 2 DISTRICT LOT 612 PLAN 15642

3. Execution of Documents

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

READ a first time May 29th, 2017

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8237

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

PARK SIDE EDGE DEVELOPMENTS LTD. (Inc. No. BC0999688), a company incorporated under the laws of the Province of British Columbia having an office at 1015 15th Avenue East, Vancouver, BC V5T 2S4

(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 17 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 8237 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 *[optional clause]*

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before *[date]*, 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:

Park Side Edge Developments Ltd.
1015 15th Avenue East
Vancouver, BC V5T 2S4

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 8237.

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 CANADIAN WESTERN BANK (the “**Chargeholder**”) is the holder of the following charges which are registered in the Land Title Office:

- (a) Mortgage CA4957792; and
- (b) Assignment of Rents CA4957793 (together, the “**Charge**”);

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

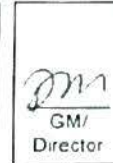
THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the “**District**”) to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone 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.

AGENDA INFORMATION

☒ Regular MeetingDate: May 22, 2017☐ Workshop (open to public)

Date: _____



The District of North Vancouver REPORT TO COUNCIL

May 17, 2017

File: 08 3060.20/062. 16

AUTHOR: Darren Veres, Development Planner

**SUBJECT: BYLAWS 8236 AND 8237: REZONING AND HOUSING AGREEMENT FOR A
17 UNIT TOWNHOUSE PROJECT: 905 - 959 PREMIER STREET**

RECOMMENDATIONS:

THAT "District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" is given
FIRST Reading;

AND THAT "Housing Agreement Bylaw 8237, 2017 (905-959 Premier Street)" is given
FIRST Reading;

AND THAT Bylaw 8236 be referred to a public hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8236 to rezone the subject properties; and
- Bylaw 8237 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop four single-family lots located at 905 – 959 Premier Street for a 17-unit townhouse project. The proposal requires rezoning and issuance of a development permit. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.

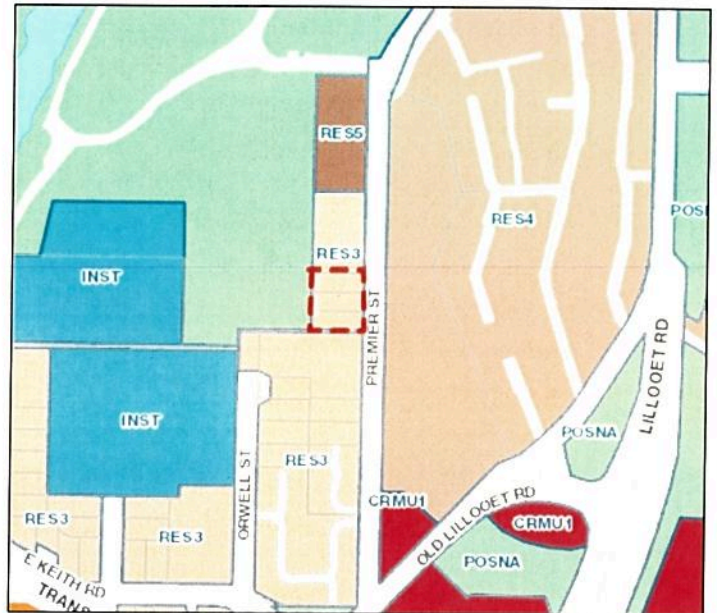


BACKGROUND:

Official Community Plan

The subject properties are designated as *Residential Level 3: Attached Residential* in the District Official Community Plan (OCP), which envisions ground-oriented multifamily housing up to approximately 0.8 FSR.

The proposed townhouse units are all three bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.” It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).



The Lynn timer Inter-River Local Plan reference policy document designated this site as “Low Density Multi-Family Housing” up to 0.7 FSR. A plan goal of the Lynn timer Inter-River Local Plan reference policy document was “to support the primarily family orientation of the residential area, while ensuring any new development contributes directly to the overall improvement of the community”.

The density of the proposal is 0.7 FSR with exclusions for parking, storage and balconies and therefore compliant with the Official Community Plan and the Lynn timer Inter-River Local Plan reference policy document. The Lynn timer Inter-River design guidelines support the proposed exemptions for storage areas and garages.

Zoning:

The subject properties are zoned Residential Single-Family 7200 Zone (RS3) and therefore require rezoning to permit this multi-family project. Bylaw 8236 proposes the establishment of a new Comprehensive Development Zone 102 (CD102) tailored specifically to this project.

Development Permit

The subject properties are located within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Protection from Natural Hazards (Creek Hazard).

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

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8237 is provided to implement that Policy.

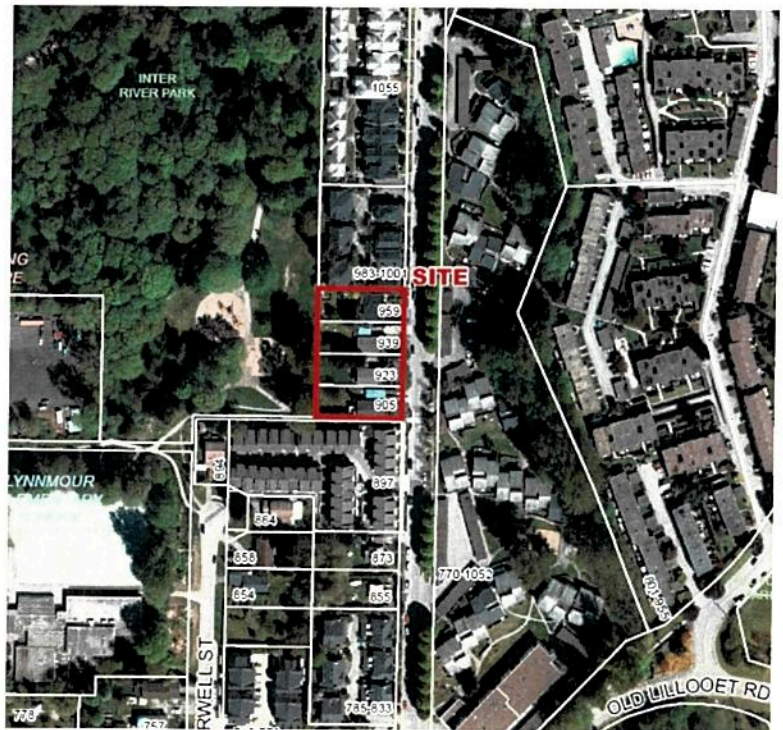
Housing Affordability and Diversity

In accordance with the Rental and Affordable Housing Strategy, this application is meeting goal number one of expanding the supply and diversity of housing through the provision of family oriented townhouse units which are in high demand and short supply in the District. These town homes offer ground oriented family alternatives to single detached home ownership and will be attractive to young couples who are part of the District's "missing generation." The Strata Rental Protection Policy will be applied through a Housing Agreement to ensure that no restrictions are placed on strata rentals. Community amenity contributions from the site can be used toward the District's affordable housing goals.

ANALYSIS

The Site and Surrounding Area:

The site consists of four single-family lots on the west side of Premier Street. Adjacent properties consist of townhouses to the north, east and south, and Inter River Park to the west. The OCP designates the surrounding multifamily properties as Residential Level 3: Attached Residential and Residential Level 4: Transitional Residential.



**SUBJECT: BYLAWS 8236 AND 8237: REZONING AND HOUSING AGREEMENT FOR
A 17 UNIT TOWNHOUSE PROJECT: 905 – 959 PREMIER STREET**

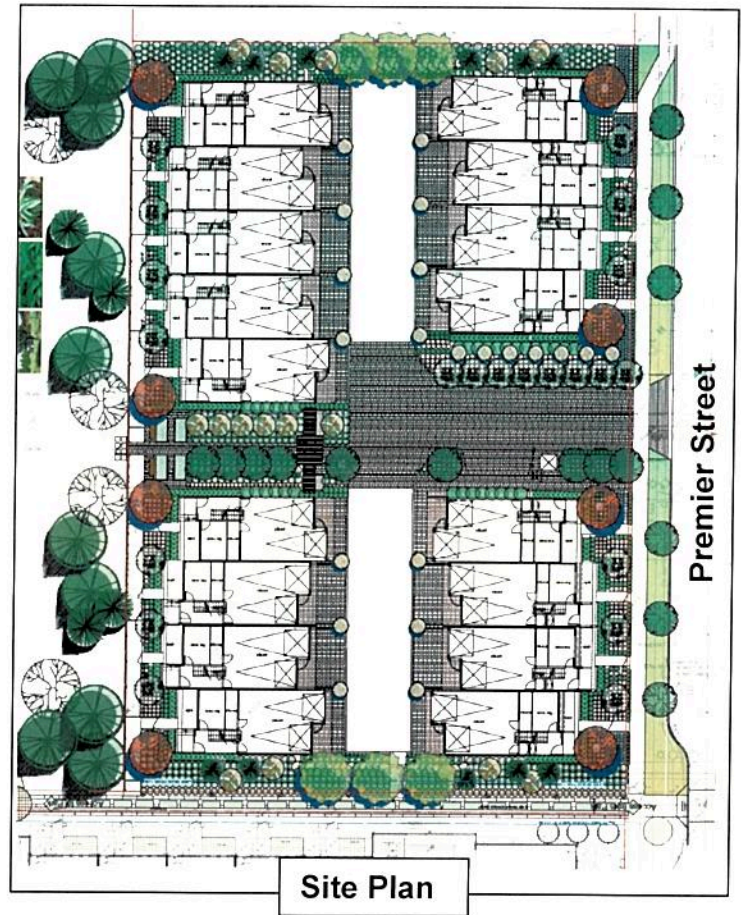
May 17, 2017

Page 4

Project Description:

Site Plan/Building Description:

The project consists of 17 townhouses in four buildings. Two buildings front Premier Street while the other two face Inter River Park. A landscaped walkway connecting Premier St with Inter River Park is located at the south end of the site. The townhouses are each three storeys with their own ground level parking garage. The garages are accessed off a driveway from Premier Street. All the units have 3 bedrooms on the upper level and range in size from 104m² (1,129 sq ft) to 114m² (1,232 sq ft), excluding the garages and 9 m² (100 sq. ft) of storage. The individual buildings are approximately 10.7m (35 ft) in height. Renderings of the project are below.





Inter-River Park Frontage (looking east from park)

Inter-River Sub-Area Transportation Study

This application was reviewed in context with Transportation Planning's Inter-River Sub-Area Transportation Study, provided to Council in September, 2016. This study, which involved local stakeholders and residents, determined locations for future road circulation improvements and pedestrian connections. This project is dedicating 1.1 m at the south portion of the site to achieve the enhanced pedestrian connection to Inter River Park (Digger Park) which is envisioned in the study.

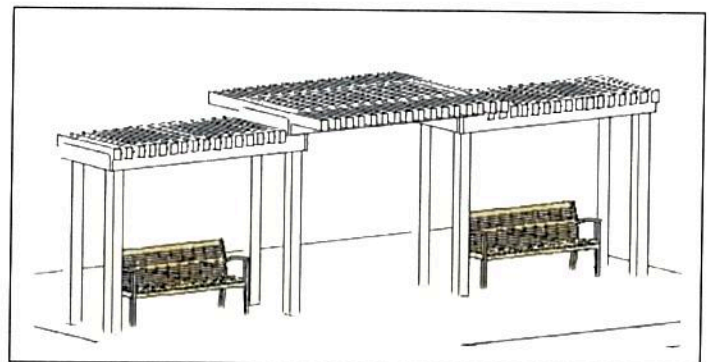
Parking

Vehicle access to the site is off Premier Street between the two front buildings and the proposal includes 35 parking stalls. Each of the units has a two-car garage and some driveways will accommodate visitor parking. One dedicated visitor space is provided along the south side of the driveway. All of the parking spaces including the visitor space are standard car spaces.

Landscaping

The landscaping is included at the perimeter of the site along the Premier Street frontage and on the interior drive aisles. Landscaping is also proposed along the pedestrian path at the south end of the property. This path provides public access to Inter River Park (Digger Park) from Premier Street.

A central feature of the landscape plan is a sitting and gathering area located between the two buildings on the west side of the property. This area includes benches, raised planters, an arbour, and a variety of trees and plantings creating a space for the residents to sit while overlooking the Inter River Park. A 1.3 m (4 ft) high wood fence is proposed along the western property line with a central gateway opening on to the park.



Trees

Twenty-nine onsite trees have been identified for removal to accommodate the proposed development. In addition, two hazardous District-owned Black Cottonwoods located in Inter River Park just outside the western boundary of the property have also been proposed for removal. In place of these trees, the applicant is planting 18 trees (including 10 Western Red Cedars) in the park just outside the western property line and 81 onsite trees. The onsite trees are a combination of deciduous and coniferous.

Engineering

The off-site engineering works include the installation of a new side walk, street lighting, a speed hump, and improvements to the sanitary network. The works also propose to install lighting bollards along the existing pedestrian pathway to the south of the site to improve visibility at night time.

The site is located within a Development Permit area for Creek Hazard and the applicant has submitted a report from Northwest Hydraulic Consultants that states that all habitable areas are set above the required flood construction level.

Acoustic Regulations

Bylaw 8138 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant confirming the building design will enable these standards to be met. The Section Manager of Public Safety has reviewed and accepted the report.

Accessible Design

The applicant is proposing to provide basic design features to facilitate building access and usability for people of all ages and abilities, and enhanced features, where appropriate to facilitate ageing in place and support people with mobility and sensory impairments.

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

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8236, and Housing Agreement Bylaw 8237, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8236 (Attachment B) rezones the subject properties from Single Family Residential 7200 Zone (RS3) to a new Comprehensive Development 102 Zone (CD102) which:

- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 0.7 subject to payment of a \$257,281 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8237, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

A contribution of \$48,732.42 will be required to the dyke infrastructure fund for future maintenance of the flood works installed in the Inter-River area. This contribution will be collected prior to adoption of Bylaw 8236. DNV DCCs are estimated at \$284,589.

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

- a housing agreement to ensure that owners are not prevented from renting their units;
- a green building, accessible and acoustical covenant;
- a stormwater management covenant;
- a covenant to ensure that the project is built in accordance with the flood report;
- an engineering servicing agreement (including construction management plan); and
- a consolidation plan with road dedication.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$257,281 has been calculated and this amount is included in the proposed CD102 Zone. It is anticipated that the CACs from this development will include contributions toward public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will be required to meet a target equivalent to the "Gold" standard.

CONCURRENCE:

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on February 9, 2017 and the panel recommended approval of the project subject to the review of the following items:

- further develop gathering area to provide more flexibility and better social interaction;
- Provide an internal connection between the courtyard and the pedestrian pathway;
- Provide wayfinding and unit identification; and
- Consider variation to garage door design to avoid repetition.

The applicant has provided the following revisions in response to the ADP's comments:

- Hardscaping around the arbour and entry/exit to the park, has been increased to accommodate additional space for gathering and improved social interaction;
- Exterior personnel doors in the garages have been revised to swing outwards to ensure their continuous functional use;
- New pedestrian connection to the southern pathway has been developed;
- Wayfinding sign with map has been added; and
- Garage door design has been refined to differentiate the units.

PUBLIC INPUT:

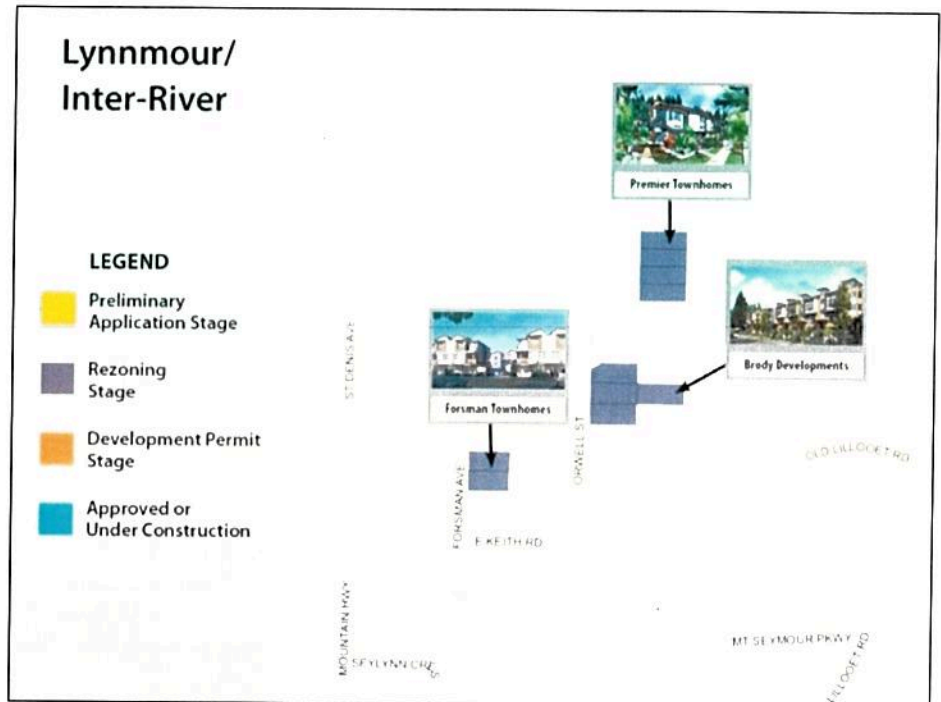
Public Information Meeting

The applicant held a facilitated Public Information Meeting on March 1, 2017. The meeting was attended by 10 residents. Written input has been provided by three neighbours. Input includes managing construction traffic, on-street parking and the need for visitor parking in this project. In addition lighting along the pedestrian pathway and onsite storage for garbage/recycling was noted.

The proposal has been revised to include lighting bollards along the pedestrian pathway to the south and garbage / recycling storage space inside the garages of each unit. Onsite parking complies with Part 10 of the zoning bylaw and the addition of an onsite visitor parking stall has been secured in the CD102 bylaw. The development covenant will require the construction traffic management plan in accordance with the direction of the District's construction traffic management office.

CONSTRUCTION MANAGEMENT PLAN:

This neighbourhood currently has three townhouse applications being processed. In order to reduce the development's impact on pedestrian and vehicular movements, the developer will be required to provide a construction traffic management plan as a condition of the development covenant and Development Permit. The Construction Management plan must minimize construction impacts on pedestrian and vehicle movement. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the 'construction traffic management' must:

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

Particular attention will be paid to maintaining vehicle access to properties located north of this site along Premier Street considering this road does not provide through access.

**SUBJECT: BYLAWS 8236 AND 8237: REZONING AND HOUSING AGREEMENT FOR
A 17 UNIT TOWNHOUSE PROJECT: 905 – 959 PREMIER STREET**

May 17, 2017

Page 10

CONCLUSION:

This project is consistent with the directions established in the OCP and the Lynnmour Inter-River Local Plan. It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8236 and 8237 and refer Bylaw 8236 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8236 and 8237 at First Reading.



Darren Veres
Development Planner

A – Reduced project plans

B – Bylaw 8236

C – Bylaw 8237

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 & Environment	_____
<input type="checkbox"/> Economic Development	_____
<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	_____

External Agencies:

<input type="checkbox"/> Library Board	_____
<input type="checkbox"/> NS Health	_____
<input type="checkbox"/> RCMP	_____
<input type="checkbox"/> Recreation Com.	_____
<input type="checkbox"/> Museum & Arch.	_____
<input type="checkbox"/> Other:	_____



REZONING & DETAILED DP Update - April 26, 2017



DRAWING LIST

ARCHITECTURAL

- | | |
|-------|-----------------------------|
| 0.000 | COVER SHEET |
| 0.001 | CONTEXT MAPS: PHOTOS |
| 0.002 | CONTEXT MAPS: PHOTOS |
| 0.003 | PROJECT DATA: DESIGN |
| 0.004 | COLOR ELEVATION & S |
| 0.005 | COLOR ELEVATION & S |
| 0.006 | COLOR ELEVATION & S |
| 0.007 | RESPECTIVE RENDERINGS |
| 0.008 | RESPECTIVE RENDERINGS |
| 0.009 | DIGITAL CONTEXT VEST. IMAGE |
| 0.010 | PHYSICAL RENDERING |
| 0.011 | 3D PLAN |
| 0.012 | 2ND FLOOR PLAN |
| 0.013 | 3RD FLOOR PLAN |
| 0.014 | 400 PLAN |
| 0.015 | 8 TYPE UNIT PLANS |
| 0.016 | SITE ELEVATIONS: BUILDINGS |
| 0.017 | SITE ELEVATIONS: BUILDINGS |
| 0.018 | SITE ELEVATIONS: BUILDINGS |
| 0.019 | SITE ELEVATIONS: BUILDINGS |
| 0.020 | SITE SECTIONS |
| 0.021 | SITE SECTIONS |

LANDSCAPE

- | | |
|----|------------------------------|
| 1 | 3" F CONCEPT PLAN |
| 2 | TREE REMOVAL, RETENTION PLAN |
| 3 | HARDSCAPE PLAN |
| 4 | OVERALL PLANTING PLAN |
| 5 | PLANTING PLAN |
| 6 | PLANTING PLAN |
| 7 | PLANTING PLAN |
| 8 | SECTIONS, ELEVATIONS |
| 9 | SECTIONS, ELEVATIONS |
| 10 | PERCOLA DETAILS |

CIVIL

- | | |
|----------|---------------------------------|
| KEY PLAN | EROSION & SEDIMENT CONTROL |
| 1. SC | ROADWORKS - CONCRETE ST. |
| 2. 1 | ROADWORKS - ASPHALT ST. |
| 3. 2 | PAVING - ASPHALT |
| 4. 3 | SIGNAGE & LINE PAINTING |
| 5. 4 | GRADING & ON-SITE |
| 6. 5 | SERVICING - OFF-SITE |
| 7. 6 | SERVICING - ON-SITE SAN / WATER |
| 8. 7 | SERVICING - ON-SITE STORM |
| 9. 8 | STANDARD OPERATING MANAGEMENT |
| 10. 9 | STANDARD DETAILS |
| 11. 10 | STREET LIGHTING |
| 12. 11 | STREET LIGHTING |

STRUCTURE DEVELOPMENT

17-Unit Townhouse Development

975 - 909 PREMIER STREET
NORTH VANCOUVER, BC

COVER PAGE

5222 CH

IN

Apr 28, 2017

PROPOSED RESIDENTIAL DEVELOPMENT - STRUCTURE DEVELOPMENT

A-0.00



PREMIER STREET EAST ELEVATION (BUILDINGS 1 & 3)

ia
 INTEGRA ARCHITECTURE INC.
 416 WEST PENDER STREET
 VANCOUVER, BC V6B 1T5
 T 604 688 4220 F 604 688 4270
 info@intgra-arch.com
 www.intgra-arch.com



899 PREMIER STREET (DEVELOPMENT TO SOUTH)
 VIGNETTE ELEVATION

PATHWAY TO PARK



PREMIER STREET ENTRY PERSPECTIVE (BLDGs. 1 & 3)



INTERNAL COURTYARD PERSPECTIVE (BUILDING 4)

STRUCTURE DEVELOPMENT
 17-Unit Townhouse
 Development
 402-408 PENDER STREET
 VANCOUVER, BC
 Coloured
 Elevations &
 Perspectives
 03/25
 NTS
 April 24, 2017
 (REVISED)
 (REVISED)
 (REVISED)

A-0.11



INTERNAL (WEST) ELEVATION (BUILDINGS 1 & 3)



PUBLIC PATH (SOUTH) ELEVATION (BUILDINGS 1 & 2)



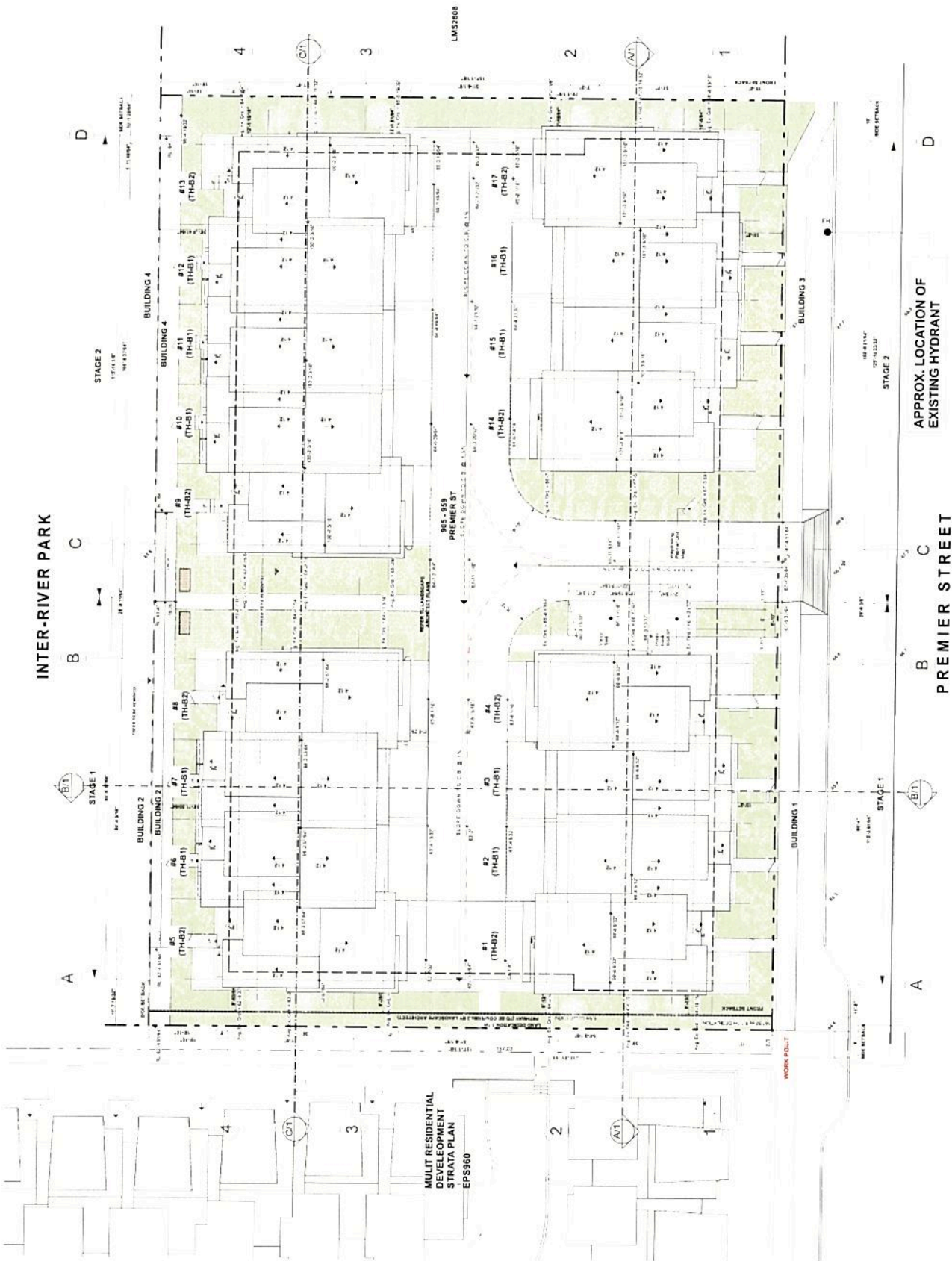
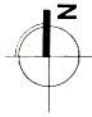
INTER RIVER PARK PERSPECTIVE FROM S.W. CORNER



INTER RIVER PARK (WEST) ELEVATION (BUILDINGS 2 & 4)



INTERIA ARCHITECTURE INC.
415 WEST PENDER STREET
VANCOUVER, BC V6B 1T5
TEL: 604.684.4220 F: 604.684.4270
info@interiaarch.com
www.interiaarch.com



MULTI-RESIDENTIAL
DEVELOPMENT
STRATA PLAN
EPS960

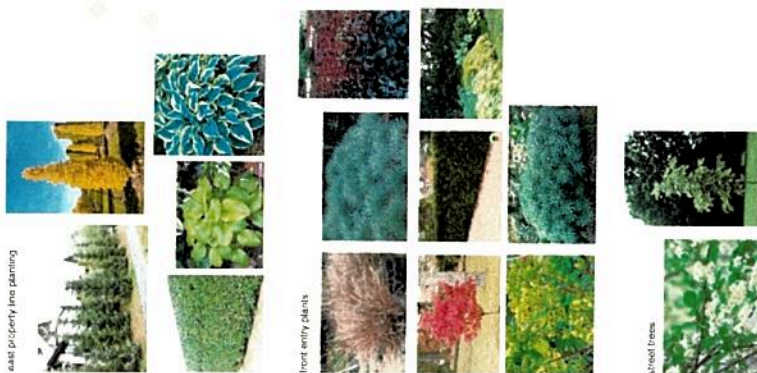
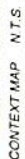
STRUCTURE DEVELOPMENT

17-Unit Townhouse
Development
905-108 PENDER STREET
VANCOUVER, BC

Site Plan

13245
532' x 140'
April 28, 2017
1

A-1.00



The Corporation of the District of North Vancouver

Bylaw 8236

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 1353 (Bylaw 8236)".

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 102 CD102"

b) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B.

"4B102 Comprehensive Development Zone 102 CD 102

The CD 102 zone is applied to:

905 Premier Street, LOT A BL 2 DL 612 PLAN 15462, PID: 007-637-781
 923 Premier Street, LOT B BL 2 DL 612 PLAN 15462, PID: 007-637-811
 939 Premier Street, LOT C BL 2 DL 612 PLAN 15462, PID: 007-637-837
 959 Premier Street, LOT D BL 2 DL 612 PLAN 15642, PID: 007-637-861

4B 102-1 Intent

The purpose of the CD 102 Zone is to establish specific land use and development regulations for a seventeen-unit townhouse project.

4B 102- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 102 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) Residential building, multiple-family townhouse

4B 102-3 Conditions of Use

- (a) Balcony enclosures not permitted

4B 102-4 Accessory Use

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

4B 102-5 Density

- (a) The maximum permitted density in the CD102 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 4 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 804.91 m² of individual parking garages (8,664.25 sq ft) in total on the lot and a maximum of 74.3 m² of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

4B 102-6 Amenities

- (a) Despite subsection 4B102-5, density in the CD102 Zone is increased to a maximum floor space of 2,363.15m² (25,437 sq ft), inclusive of any density bonus for energy performance and a maximum of 17 units, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$257,281 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, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B 102-7 Maximum Principal Building Size:

Not applicable

4B 102-8 Setbacks:

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

Setback	Buildings (Min Setback)
Front (east property line)	4.57m (15 ft) to the building face
Rear (west property line)	5.11m (16.75 ft) to the building face
Side (north)	2.44m (8 ft) to the building face
Side (south)	1.83m (6 ft) to the building face

- b) Balconies and trellises are excluded from any setback requirements.

4B 102-9 Building Orientation:

Not applicable

4B 102-10 Building Depth and Width:

Not applicable

4B 102-11 Coverage:

- (a) Building Coverage shall not exceed 40%.
- (b) Site Coverage shall not exceed 82%.

4B 102-12 Height:

The maximum permitted height for each building is 10.7m (35 ft);

4B 102-13 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:

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

4B 102-14 Flood Construction Requirements:

No basement, or habitable floor space, other than garage and storage space, shall be constructed below the established flood construction levels as identified in a flood hazard report prepared by a qualified registered professional engineer.

4B 102-15 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.

4B 102-16 Subdivision Requirements:

Not applicable

4B 102-17 Additional Accessory Structure Regulations:

Not applicable.

4B 102-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and

(b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 102 (CD 102).

READ a first time May 29, 2017

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1353 (Bylaw 8236)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

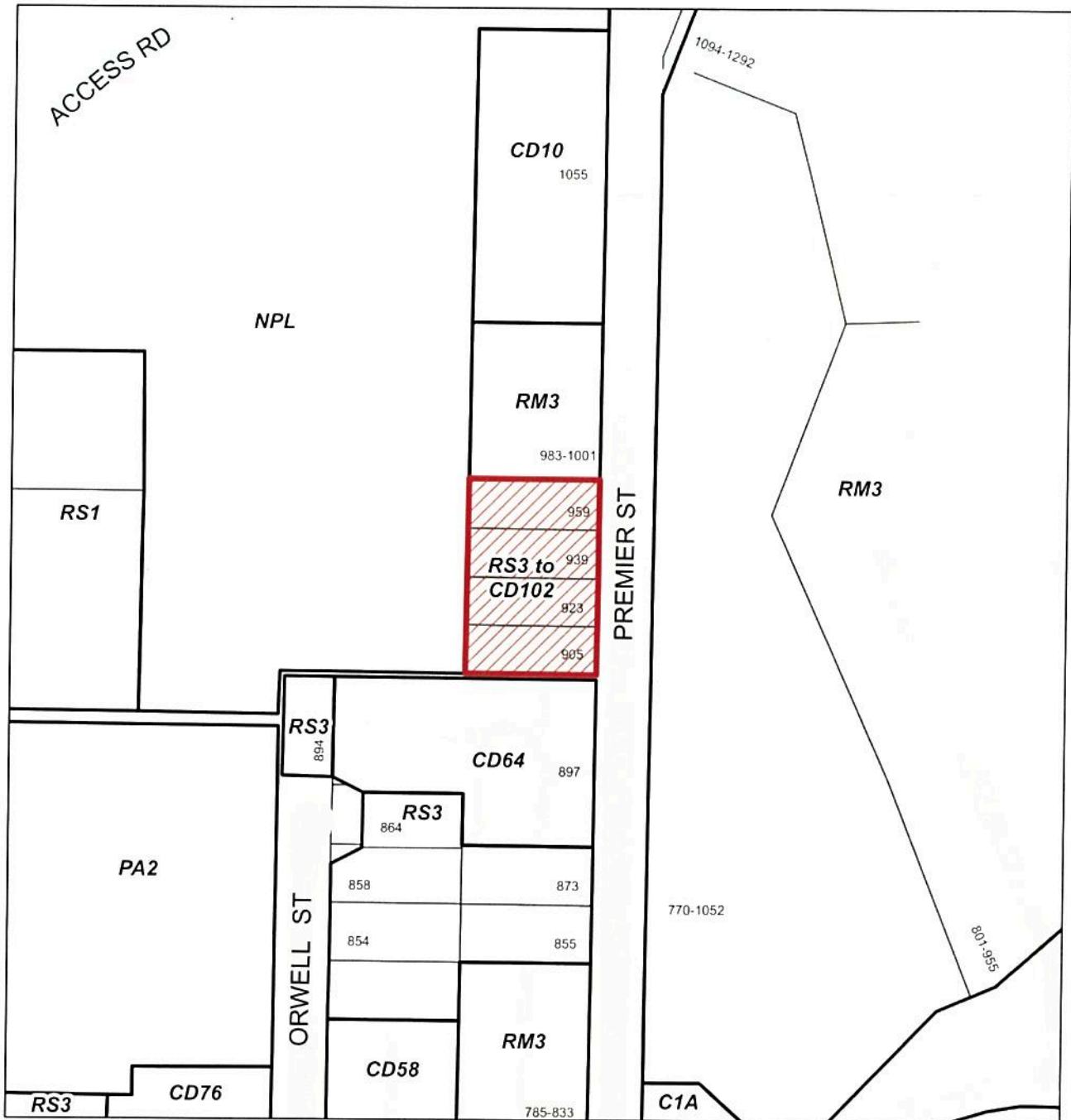
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8236

BYLAW 8236

The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 102 (CD102)



The Corporation of the District of North Vancouver**Bylaw 8237****A bylaw to enter into a Housing Agreement**

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 8237, 2017 (905-959 Premier Street)".

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 Park Side Edge Developments Ltd., Inc. No. BC0999688 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID: 007-637-781 LOT A BL 2 DL 612 PLAN 15462
- b) PID: 007-637-811 LOT B BL 2 DL 612 PLAN 15462
- c) PID: 007-637-837 LOT C BL 2 DL 612 PLAN 15462
- d) PID: 007-637-861 LOT D BL 2 DL 612 PLAN 15642

3. Execution of Documents

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

READ a first time May 29, 2017

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8237

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

PARK SIDE EDGE DEVELOPMENTS LTD. (Inc. No. BC0999688), a company incorporated under the laws of the Province of British Columbia having an office at 1015 15th Avenue East, Vancouver, BC V5T 2S4

(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 17 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 8237 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 [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before [date], 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:

Park Side Edge Developments Ltd.
1015 15th Avenue East
Vancouver, BC V5T 2S4

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 8237.

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 CANADIAN WESTERN BANK (the "**Chargeholder**") is the holder of the following charges which are registered in the Land Title Office:

- (a) Mortgage CA4957792; and
- (b) Assignment of Rents CA4957793 (together, 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**

**905-959 Premier Street
17 Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 13, 2017 commencing at 7:00 p.m.

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

Absent: Councillor R. Bassam
Councillor M. Bond

Staff: Mr. J. Gordon, Manager – Administrative Services
Ms. J. Paton, Manager – Development Planning
Ms. C. Archer, Confidential Council Clerk
Ms. C. Peters, Development Planner
Mr. D. Veres, Development Planner

The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)

Purpose of Bylaw:

Bylaw 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

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:

- Council is here to listen to the public, not to debate the merits of the bylaws;
- 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;
- The Chair will be working within the following rules established by Council:
 1. Speakers will be called from the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
 2. Speakers will have five minutes to address Council for the first time and should begin remarks to Council by stating their name and address;

3. After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
4. Any additional presentations will only be allowed at the discretion of the Chair. Speakers should not repeat information from previous presentations and should ensure comments remain focused on the bylaw(s) under consideration this evening.

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

- A binder containing documents and submissions related to these bylaws which Council has received is available on the side table to be viewed;
- This Public Hearing is 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 8236 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 102 (CD102) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD102. The CD102 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

3. PRESENTATION BY STAFF

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

Mr. Veres advised that:

- The proposal is for a 17-unit townhouse complex comprised of four buildings with two buildings facing Premier Street and two buildings facing Digger Park;
- The site is located mid-block on the west side of Premier Street, currently comprised of four single-family residential lots zoned RS3;
- The surrounding sites are:
 - Digger Park to the west; and,
 - Multi-family developments to the north, south and east.
- The site is approximately 35,000 square feet;
- The site is currently designated Residential Level 3 in the Official Community Plan (OCP) with density permitted to a 0.8 Floor Space Ratio (FSR);
- The proposal has been evaluated against the OCP, the Lynnmour/Inter-River Local Plan Reference Policy Document and the Inter-River Sub Area Transportation Study;
- The proposal addresses the lack of family-oriented housing in the area and will support Lynnmour Elementary School;
- The site is located within Development Permit Areas for Form and Character of Ground-Oriented Housing, Energy and Water Conservation and Greenhouse Gas Emission Reduction and Creek Hazard;
- Vehicle access to the site will be via Premier Street;
- All units will have three bedrooms and two parking stalls in enclosed garages;
- The unit sizes range from 1,100 to 1,200 square feet;
- One visitor parking stall is proposed for the development;

- The Community Amenity Contribution for the project is estimated at approximately \$257,000 and Development Cost Charges at approximately \$284,000;
- Public benefits include a 1.1 metre dedication for enhanced pathways, removal of hazardous trees in Digger Park, replanting in the park, a contribution to the flood infrastructure fund and off-site works including a new speedbump to improve crosswalk safety and new sidewalks and trees;
- The proposal achieves a Gold standard under the Green Building Policy and an EnerGuide rating of 80;
- A Housing Agreement Bylaw will ensure that units may be made available for rental;
- The Advisory Design Panel has reviewed the application and recommends approval;
- A facilitated Public Information Meeting was held in March 2017, attended by approximately ten members of the public; and,
- Feedback at the Public Information Meeting was generally positive, with requests made for pathway lighting and visitor parking; the project was revised to include lighting bollards along the path and add a visitor parking space.

In response to a question from Council regarding visitor parking for other buildings, staff advised that the Lynnmour Local Area Plan does not require visitor parking.

4. PRESENTATION BY APPLICANT

4.1. Mr. Dale Staples, Architect, Integra Architecture:

- Commented on the small scale of the project;
- Noted the pattern is smaller buildings facing the street and park;
- Commented on plans for the enhanced pedestrian path;
- Noted the design maintains north-south openness to avoid shadows;
- Advised that all units have front doors;
- Commented on the design and mix of materials, noting stronger colours have been chosen to stand out from nearby buildings;
- Noted the units are family-oriented project with three bedrooms and double garages;
- Remarked that the project will support the local school with additional students;
- Reviewed the landscape plan; and,
- Reviewed enhancements to Digger Park, including plantings, an enhanced pedestrian path and removal of hazardous trees.

In response to a question from Council, the applicant confirmed the existing pathway will remain available to the public and will be enhanced.

In response to a question from Council regarding the floor plan of the units, the applicant advised that the ground level is comprised of side by side parking spaces and a storage area, the second floor of living and dining areas and three bedrooms on the third floor.

4.2. Mr. Sam Sharma, 6900 Block Fraser Street:

- Advised unit prices will be approximately \$950,000 to \$1.1 million, with the higher price for units facing the park;
- Commented on the suitability of ground-oriented units for young families and downsizers; and,
- Spoke regarding the lack of availability of townhouse units.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Ms. Vanessa Voss, 900 Block Premier Street: IN FAVOUR

- Spoke in support of the application;
- Commented regarding the suitability of the site for families and access to outdoor activities;
- Spoke regarding affordability of single-family housing; and,
- Commented that new construction would improve the site.

5.2. Mr. Winston Haynes, 900 Block Premier Street: COMMENTING

- Commented regarding the lack of street parking for local residents;
- Spoke regarding the need for townhouses; and,
- Commented on the need for transit infrastructure to support density.

5.3. Mr. Phil Chapman, 1000 Block Handsworth Road: IN FAVOUR

- Spoke in support of the application;
- Commented on the lack of street parking for local residents;
- Commented on transit improvements in the area;
- Noted new developments in the area are being occupied by families; and,
- Advised that the application is consistent with OCP and local area plan.

5.4. Mr. Barry Fenton, 2700 Block Byron Road: IN FAVOUR

- Spoke in support of the application;
- Commented on the need for ground-oriented housing;
- Acknowledged the need for street parking; and,
- Commented on improvements to transit services in the area.

6. QUESTIONS FROM COUNCIL

In response to a question from Council regarding parking, staff advised that the applicant added a visitor parking space in response to feedback and that additional street parking spaces will be available due to the removal of three driveways.

In response to a question from Council regarding parking for Inter River Park, staff advised that the question will be forwarded to the Parks Department for comment.

In response to a question from Council regarding accessible design features, staff advised that the project was reviewed against the District policy and a mediated level of enhanced design features are included in the project.

In response to a question from Council regarding flood infrastructure, staff advised that the proposed contribution is for future maintenance. In response to a request from Council for additional information, staff provided a high-level overview of the existing flood works.

7. COUNCIL RESOLUTION

MOVED by Councillor MURI

SECONDED by Councillor MACKAY-DUNN

THAT the June 13, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1353 (Bylaw 8236)" be returned to Council for further consideration.

CARRIED
(7:41 p.m.)

CERTIFIED CORRECT:

A handwritten signature in blue ink, appearing to read "C. Mackay-Dunn", is written over a horizontal line.

Confidential Council Clerk


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AGENDA INFORMATION

☒ Regular Meeting
☐ Other:

Date: JUNE 26, 2017
 Date: _____


 Dept.
 Manager


 GM/
 Director


 CAO

The District of North Vancouver REPORT TO COUNCIL

June 8, 2017
 File: 08.3060.20/070.16

AUTHOR: Emel Nordin, Development Planning

SUBJECT: Development Variance Permit 70.16 - Coach House at 1030 East 29th Street

RECOMMENDATION:

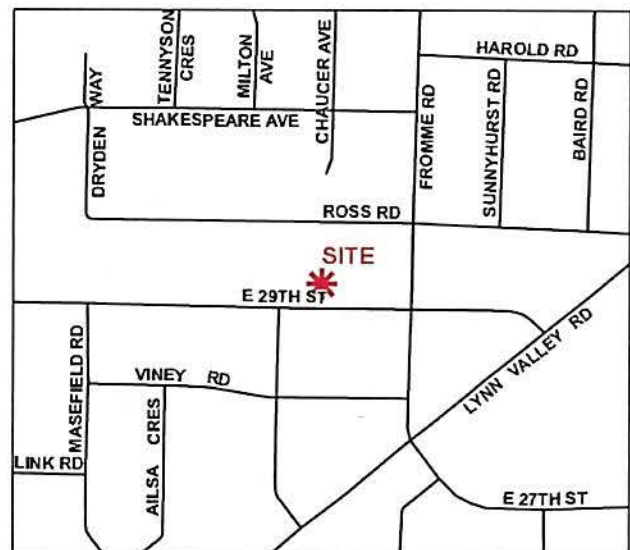
THAT Development Variance Permit 70.16 (Attachment A) to allow for the construction of a coach house at 1030 East 29th Street is issued.

REASON FOR REPORT:

The project requires Council's approval of a Development Variance Permit to allow a two-storey coach house with attached carport in the rear yard of an existing single-family dwelling.

SUMMARY:

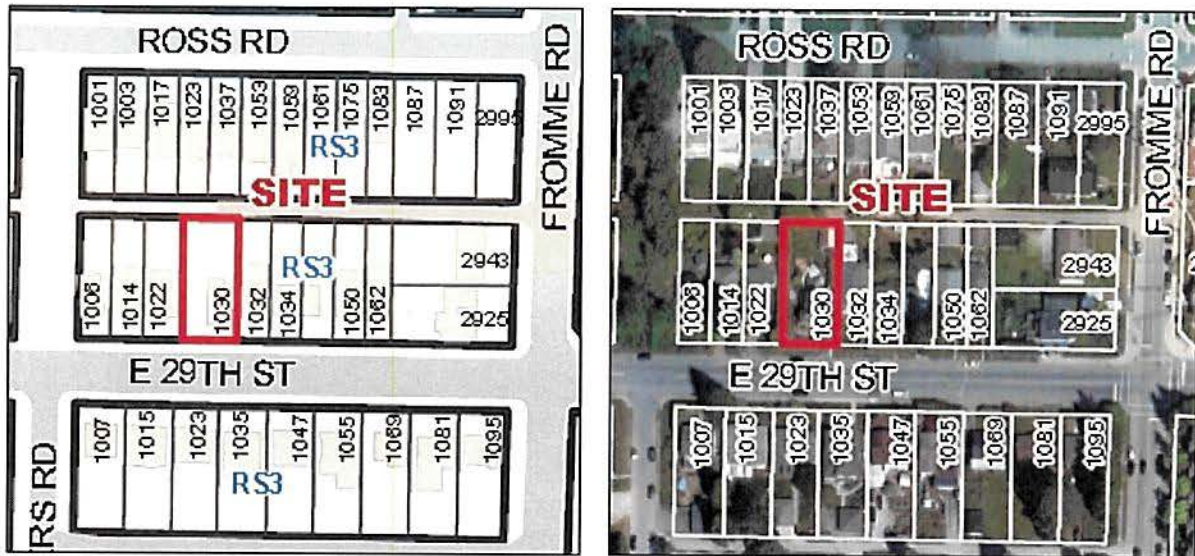
The applicant is requesting four variances to allow for the construction of a two-storey coach house with attached carport in the rear yard of an existing single-family house. All coach houses require a development variance permit under the current regulatory regime which is under review. The proposal requires variances for total size of "parking structures and other accessory buildings in combinations", accessory building height, and parking structure eave height (for a roof slope greater than 6/12), and a variance to permit the location of a secondary suite outside of the main single-family dwelling. The proposal is supportable as it meets the District's coach house design guidelines, fits with the character of the surrounding neighbourhood and is located at the rear of the property facing an open lane.



BACKGROUND:

The subject property is located at 1030 East 29th Street and is 697.3m² (7506 sq. ft.) in area, 17.9 m (59 ft) in width, and has open rear lane access. The site and surrounding residential neighbourhood is zoned Single-Family Residential 7200 Zone (RS3). The property is not located in any development permit areas.

Below is a context map and an air photo of the site.

**PROPOSAL:**

The applicant proposes to construct a two-storey coach house in the rear yard of an existing single family home, accessed from the open lane to the north of the property. The existing single family house currently has vehicle access from this lane which will be retained.

The application proposes that the existing detached carport structure fronting the lane be removed and replaced with a new one stall carport attached to the east side of the coach house. Two surface parking stalls are proposed for the principal residence, to be located to the east and west of the combined coach house/carport structure, providing a total of three non-tandem parking spaces on the property.

The coach house has been designed with 89.2 m² (960 sq. ft.) of living space and a 13.9 m² (150 sq. ft.) attached carport, for a total combined floor space of 103.1 m² (1,110 sq. ft.).

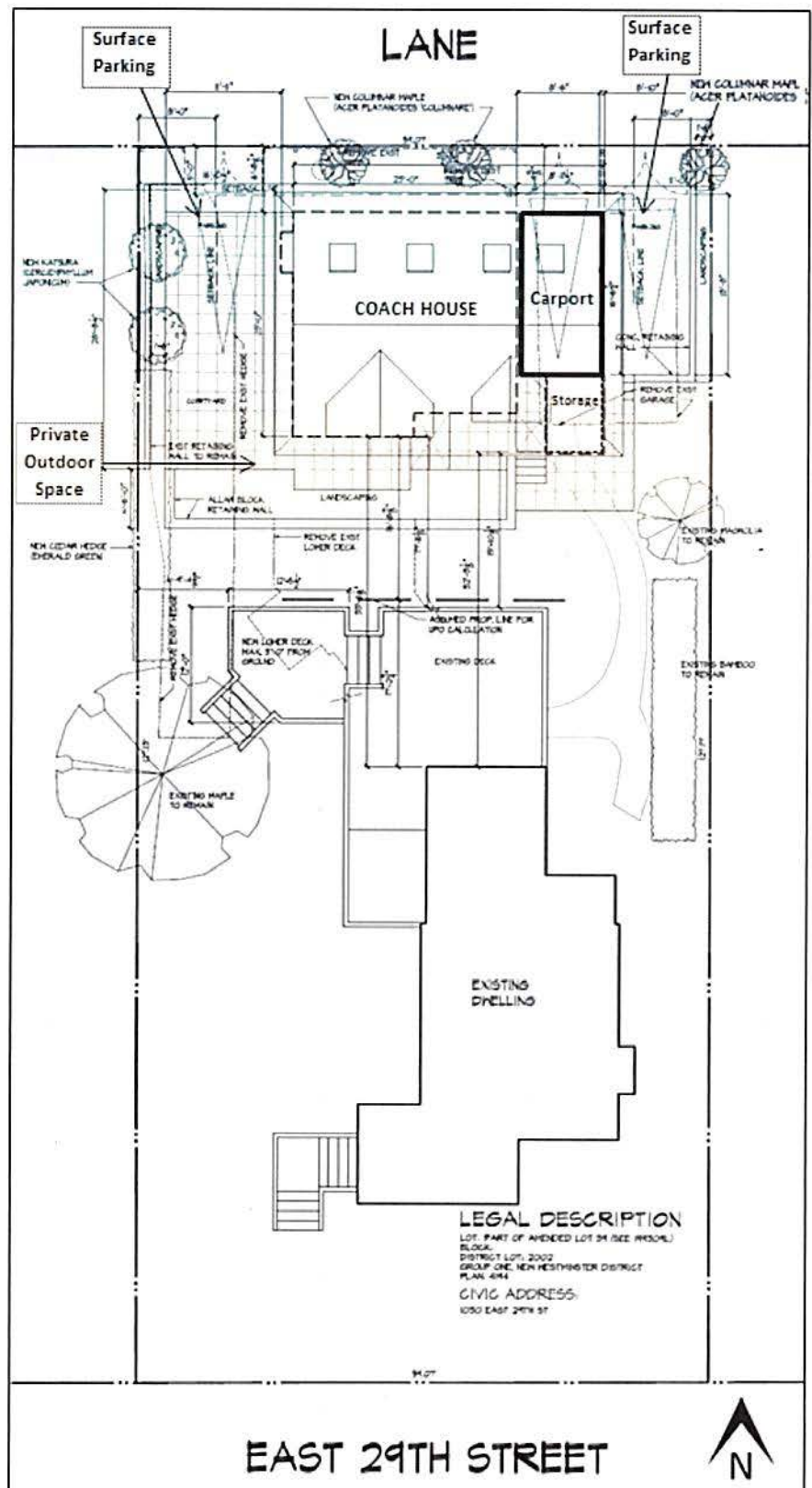
The architectural design of the proposed coach house is in keeping with the style of the existing principal dwelling, and will have complementary siding and window styles. A building separation of 10.3 m (33.9 ft) is proposed between the principal dwelling and the coach house. This space will provide sufficient privacy between the principal dwelling and coach house.

A retaining wall and landscaping is proposed to provide privacy, separation, and outdoor living space for the main house and the coach house.

Mature vegetation consisting of a magnolia tree and bamboo stand will be retained on the east side of the proposed coach house. New emerald cedar hedging and two deciduous trees will be planted along the west property line to provide screening and privacy.

Three maple trees will be planted along the north property line, including one at the northeast corner, to provide a natural buffer between the coach house and the laneway. Additional potted plants and shrubs will be incorporated into the coach house design to complement the existing landscaping on the property and help soften the impact of the coach house on the lane.

It is proposed that the existing fencing along the rear lane be removed and replaced with a new fence with gates along the entire rear property line to provide additional screening between the coach house, the lane and neighbouring properties.



The images below show the current view from the lane and the proposed coach house with fencing and landscaping.



View of the existing carport and fencing from lane



View of the proposed coach house from lane with new fencing / landscaping

ANALYSIS:

Zoning Bylaw Compliance

The table below outlines the Zoning Bylaw variances required as part of this application:

Zone	Regulation	Permitted	Proposed	Variance
RS3	Location of Secondary Suite	In main dwelling	Detached	Allow location of secondary suite to be detached
	Accessory Building Height	4.5 m (15.0 ft)	6.5 m (21.2 ft)	2.0 m (6.2 ft)
	Size of Parking Structures and Other Accessory Buildings in Combinations	74.3 m ² (800 sq. ft.)	103.1 m ² (1,110 sq. ft.)	28.8 m ² (310 sq. ft.)
	Parking Structure Eave Height (Roof Slope Greater than 6/12)	2.7 m (9.0 ft)	3.5 m (11.5 ft)	0.8 m (2.5 ft)

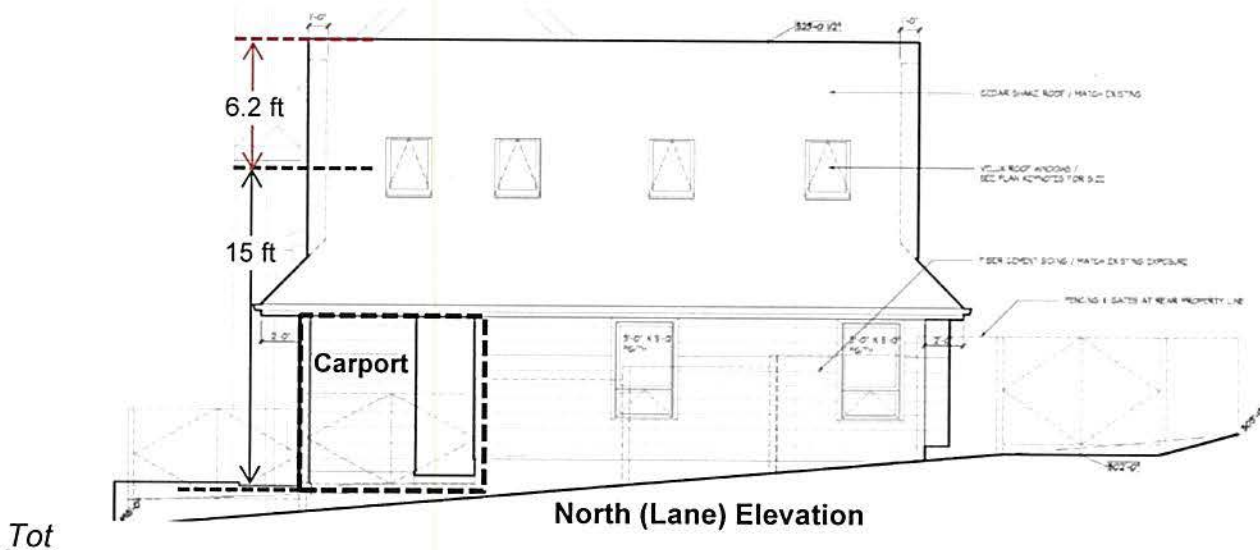
Variances:

Location of Secondary Suite:

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

Maximum Accessory Building Height:

The Zoning Bylaw limits the maximum height of accessory buildings to 4.5 m (15 ft). A variance of 2.0 m (6.2 ft) to the maximum accessory building height requirement is needed to allow for the proposed two-storey Coach House. At 6.5 m (21.2 ft), the proposed height of the coach house is consistent with the District's design guidelines for a two-storey coach house.



Tot

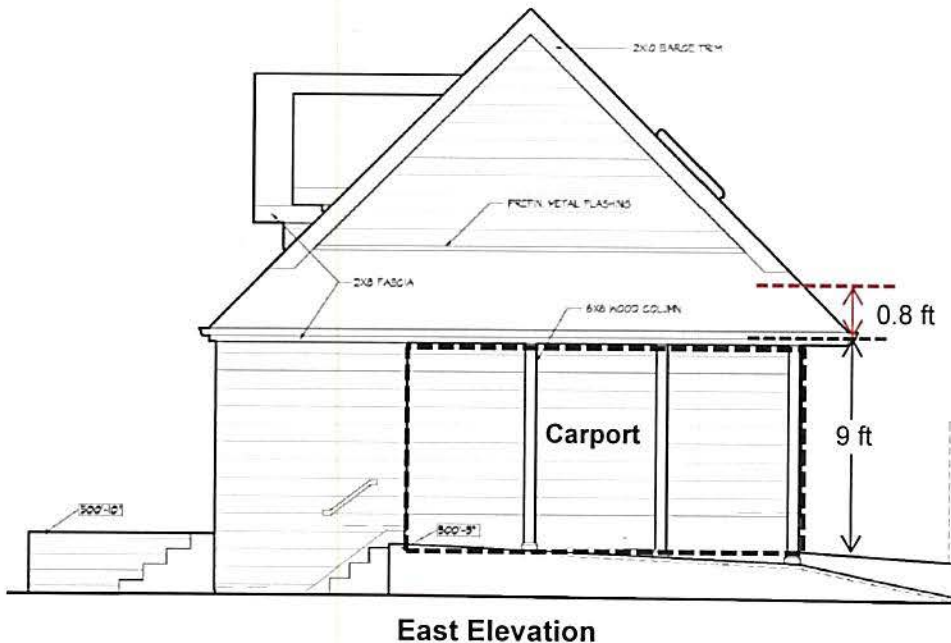
al Parking Structure and Accessory Building:

The RS3 zone limits “parking structures and other accessory buildings in combinations” to a total area of 74.3m² (800 sq ft). A variance of 28.8 m² (310 sq. ft.) is required to accommodate the proposed coach house and attached carport which in combination have a total area of 103.1 m² (1,110 sq. ft.).

The coach house with attached carport is included in the total permitted floor space on the property and is consistent with the District's design guidelines for maximum permitted floor space of a coach house and parking structure.

Parking Structure Eave Height (Roof Slope Greater than 6/12):

The RS3 zone limits the maximum parking structure eave height to 2.7 m (9 ft) for a roof slope greater than 6/12. The height of the carport eave on the northeast corner of the structure is 3.5 m (11.5 ft) in height. Due to the slope of the proposed roof, a 0.8 m (2.5 ft) variance is required to accommodate the attached carport.



Trees & Hedging

The applicant has submitted an Arborist Report which inventories onsite trees and hedging that could be impacted by the proposed development. Two on-site trees and one hedge are proposed for removal and one tree is proposed for retention. The trees proposed for removal are located on private property, are not protected species and will not require a permit for removal. The retained tree will require protection during construction. New emerald cedar hedging and two deciduous trees will be planted along the west property line. Three maple trees will be planted along the north property line including one in the northeast corner.

Coach House Design Guidelines

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

- The proposed lot is 17.9 m (59 ft) in width with open rear lane access, which exceeds the recommended width of 15.2 m (50 ft) for lots on an open lane;
- The proposed height of 6.5 m (21.2 ft) is consistent with the design guidelines for two-storey coach houses;
- The floor space of the single-family dwelling on the lot and the coach house does not exceed the maximum permitted floor space for the property;
- The proposed coach house will provide a liveable, above grade, alternative form of housing with 89.2 m² (960 sq. ft.) of indoor living space, in compliance with the maximum permitted coach house size;
- The submitted site plan illustrates a distance of approximately 10.3 m (33.9 ft) from the existing house and the proposed coach house in the rear of the property, which exceeds the minimum building separation of 6.07 m (20 ft) outlined in the coach house design guidelines;
- The applicant has proposed landscaping which will provide good separation between the existing house and coach house, and usable outdoor living space for each dwelling. Use of landscaping in the rear of the property will soften the impact on the laneway;
- The two-storey coach house will provide a flexible alternative to allow for aging in place for the current or future needs of both tenants and residents of the property; and
- To ensure there are no further suites on the property a Section 219 Covenant to prohibit a secondary suite within the main dwelling is required as a condition of the attached Development Variance Permit 70.16.

In November 2014, Council initiated the Coach House Program and asked staff to report back with a review of the program. A Council Workshop is scheduled for June 19, 2017, at which staff will report back to Council with a review of the program from its inception.

While this coach house proposal is compliant with the District's coach house design guidelines, should any discussion emerge from the Council Workshop which may impact this application, this will be addressed by staff in an Agenda Addendum report.

PUBLIC INPUT:

Prior to submitting the application, the applicant reviewed the proposal with adjacent neighbours and received signatures of support from three neighbours which were submitted to the District.

Once the application had been formally submitted, the District mailed an information letter outlining the application to adjacent neighbours and the Lynn Valley Community Association. Five responses were received. Three neighbours expressed support for the proposed coach house, and provided the following comments:

- The coach house will allow the owners to care for their aging relative who will reside in the coach house.
- The owners have met District guidelines including the provision of three on-site parking spaces.
- Existing homes with secondary suites in the neighbourhood do not meet the minimum parking requirements and put a strain on on-street parking.

Three responses in opposition were received. Concerns expressed by these three neighbours include:

- Impacts on the enjoyment and privacy of rear yard and patio due to vehicles associated with the suite residents and construction.
- Concern regarding shadowing of rear yard across the lane.
- Opposition to the two-storey height.
- The lane is narrow and a dead-end, and unsuitable to accommodate increased vehicle traffic and space to turnaround.
- The potential for damage to fencing along the lane due to added vehicle traffic.
- The ground floor windows on the north elevation will impact the privacy of adjacent properties.
- A question regarding why variances to the Zoning Bylaw would be considered by the District.

Neighbour Meeting

In order to provide an opportunity for open dialogue, adjacent neighbours were invited to a small neighbourhood meeting with District staff and the applicant on Wednesday, April 12, 2017. Ten residents attended and the meeting provided the opportunity to hear from neighbours both in support and in opposition.

Further comments regarding the proposed coach house were documented as follows:

- It was suggested that the existing house be renovated to include an attached secondary suite rather than a detached coach house. In response, it was noted that three parking spaces and construction access from the lane would also be required if this alternative option were to be pursued.
- Concern regarding setting a precedent for the size, height and location of development along the lane.
- A question was raised regarding an existing drainage ditch in the lane and how this may be impacted by the proposed development.
- Windows are proposed only on the first storey of the coach house and will be concealed by the new fence. The second storey will only have skylights which will not look onto adjacent properties.
- It would be nice to have the opportunity to build a coach house for children and parents to reside in.
- A statement that higher density housing is needed in the District.

Privacy, Views, Shadow Analysis:

To address the concern regarding impacts on privacy, and the view towards the coach house from the other side of the lane, the applicant has proposed that a new fence with parking gates be installed across the rear property line along the rear lane. The proposed fence will conceal the windows on the lower level of the coach house and maintain privacy of both the coach house occupants and adjacent properties. Landscaping is also proposed in the rear yard to soften the impact of the coach house along the lane.

In response to a concern regarding the shadowing of rear yard space across the lane, the applicant has conducted a shadow analysis based on the height and location of the proposed coach house. The results indicate that the shadow of the coach house would have minimal impact on rear yard space across the lane. Further, it appears that the shadow of the coach house would not extend beyond the shadow cast by existing rear yard fencing and trees.

Construction Activity:

In response to concerns regarding construction access from the laneway, the Engineering Department has confirmed that the District's Street and Traffic Bylaw requires that the owner obtain a Highway Use Permit from the District for the use of the lane during construction. The Highway Use Permit will regulate use of the lane and impacts on adjacent properties during construction. The owner will also be required to adhere to the District's Noise Regulation Bylaw requirements for construction related noise and hours.

Suitability of the Lane:

The District Engineering and Transportation Departments have conducted an analysis of the lane in response to concerns regarding the lane's capacity for increased density and vehicle traffic. Staff concluded that:

- The lane is 6.0 m in width with 4.0 m of gravel/paved surface, which meets the District's lane width requirements.
- The addition of another dwelling unit on the subject property and one or two additional passenger vehicles should not impact the turnaround capacity of the existing lane and should not exacerbate traffic or noise to the adjacent properties beyond the existing conditions.
- Traffic in this laneway is predominantly limited to local residents which would not necessitate the design of a full turnaround feature at the end of the lane.

Drainage Ditch:

The District Engineering and Environment Departments have conducted a review in response to questions raised regarding the impact of development on an existing drainage ditch in the lane. Staff determined that:

- The ditch is connected to a stormwater network installed in the lane in 2014.

- The perimeter drain from the coach house will feed into the main on East 29th Street in front of the property, and therefore, the addition of the coach house will not create any substantial additional water flow down the lane.
- The addition of the coach house and one or two additional vehicles will not negatively impact the ditch.

Despite revisions to the proposal made by the applicant, including a new fence and landscaping, one neighbour has expressed that they remain opposed to the coach house.

Municipal notification advising that Council will be considering whether to issue a Development Variance Permit will be sent. Response to the notification will be provided to Council prior to consideration of this application.

CONCLUSION:

The proposed two-storey coach house requires variances for total size of "parking structures and other accessory buildings in combinations," accessory building height, parking structure eave height, and the location of a secondary suite outside of the single-family dwelling.

One nearby neighbour continues to express concerns regarding impacts to privacy, views, shadowing and enjoyment of rear yard space, traffic and construction, and the capacity of the lane for increased density and vehicle traffic.

On balance, staff recommend Council approve the variances and issue Development Variance 70.16 because: 1.) the proposal complies with the coach house design guidelines and 2.) revisions have been made to the proposal including the addition of a new fence along the rear property line to maintain privacy, and new tree and hedge planting in the rear yard to soften the impact of the coach house along the lane. The modifications address the concerns expressed.

OPTIONS:

The following options are available for Council's consideration:

1. Issue Development Variance Permit 70.16 (Attachment A) to allow for the construction of a coach house at 1030 East 29th Street; or
2. Deny Development Variance Permit 70.16.

Respectfully submitted,



Emel Nordin
Development Planning

Attach
Attachment A – DVP 70.16

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

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**DEVELOPMENT VARIANCE PERMIT 70.16**

This Development Variance Permit 70.16 is hereby issued by the Council for The Corporation of the District of North Vancouver to the registered owner(s) to allow for a coach house in the rear yard of 1030 E 29th Street, legally described as Amended Lot 39 (See 199309L) District Lot 2002 Plan 4194 (PID: 007-831-021) subject to the following terms and conditions:

- A. The following Zoning Bylaw regulations are varied under subsection 498 (1) of the Local Government Act:
1. The total size of parking structures and other accessory buildings in combinations is increased from 74.3m² (800 sq ft) to 103.1 m² (1,110 sq ft);
 2. The accessory building height is increased from 4.5 m (15 ft) to 6.5 m (21.2 ft);
 3. The parking structure eave height (for a roof slope greater than 6/12) is increased from 2.7 m (9.0 ft) to 3.5 m (11.5 ft); and
 4. The location of a secondary suite is permitted to be detached from the single-family residential dwelling subject to registration of a Section 219 Covenant on the property in favour of the District in priority of all financial charges to ensure the coach house building contains the only secondary suite on the property.
 5. These variances shall apply only to the building construction as illustrated on the attached drawings (DVP 70.16 A-C).
- B. The following requirement is imposed under Subsection 504 of the Local Government Act:

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.

Mayor

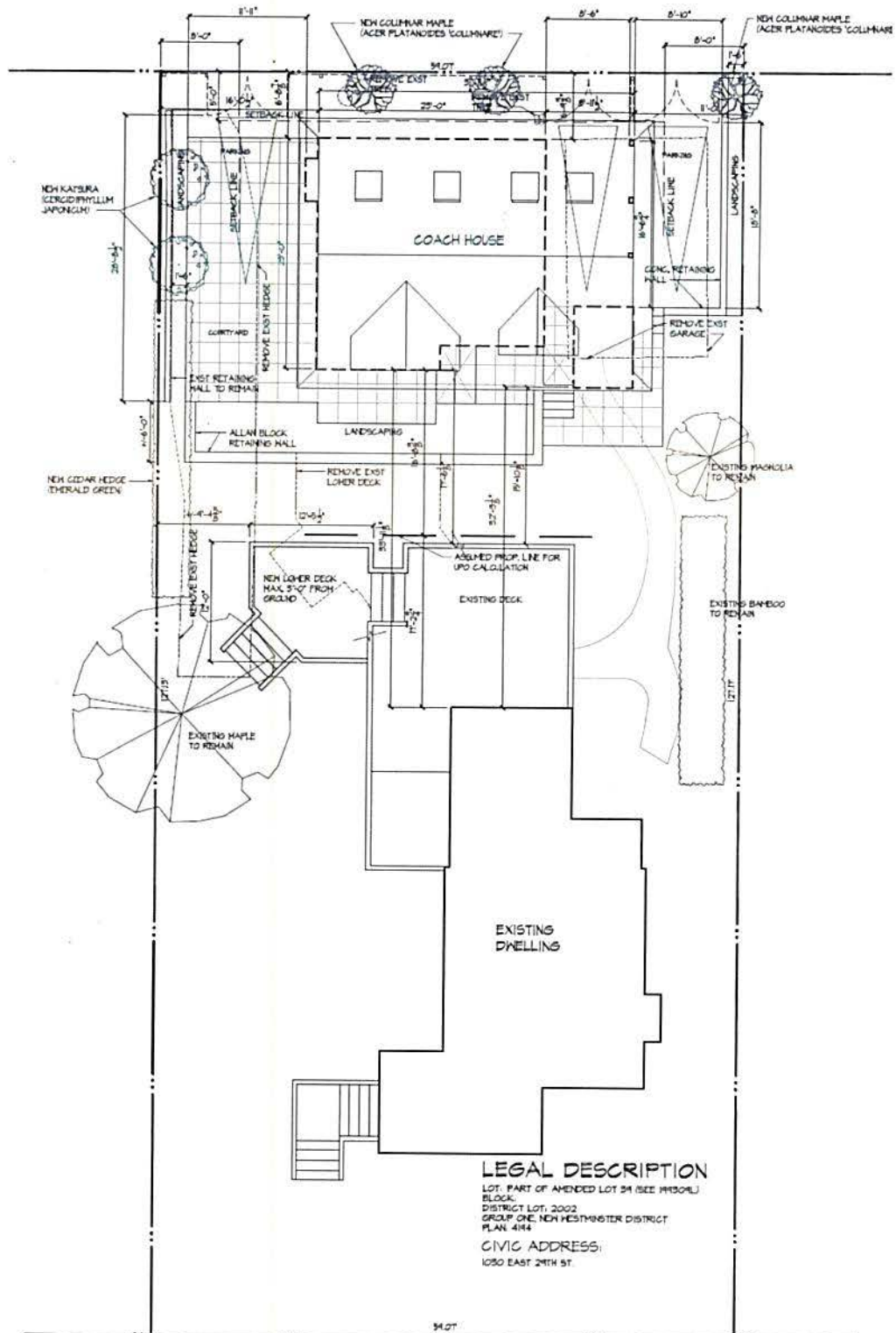
Municipal Clerk

Dated this day of , 2017.

DVP 70.16A



LANE



EAST 29TH STREET

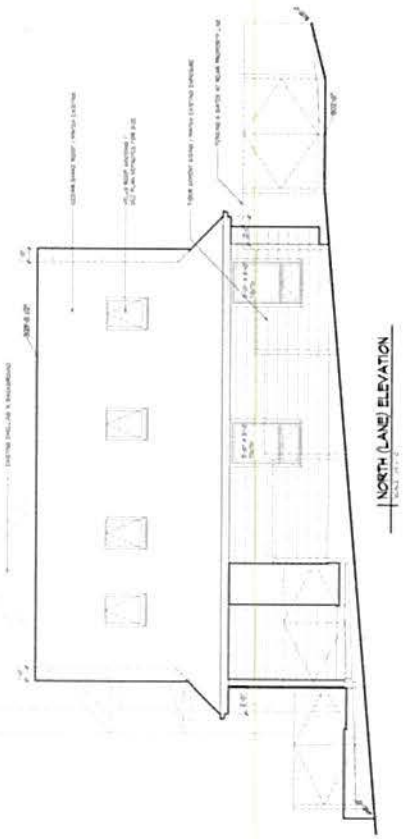
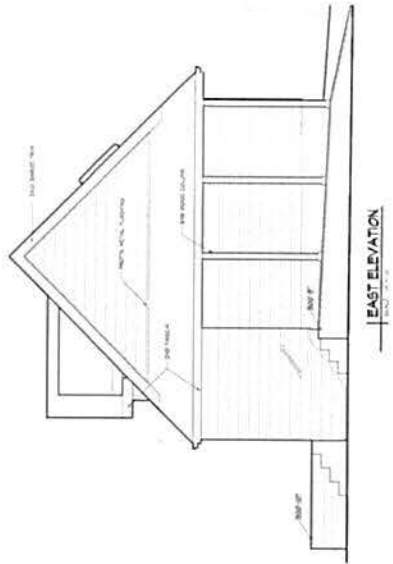
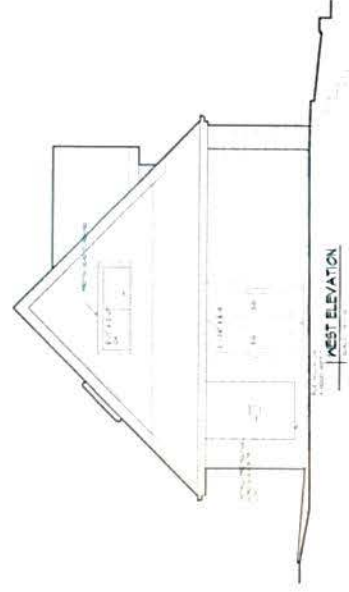
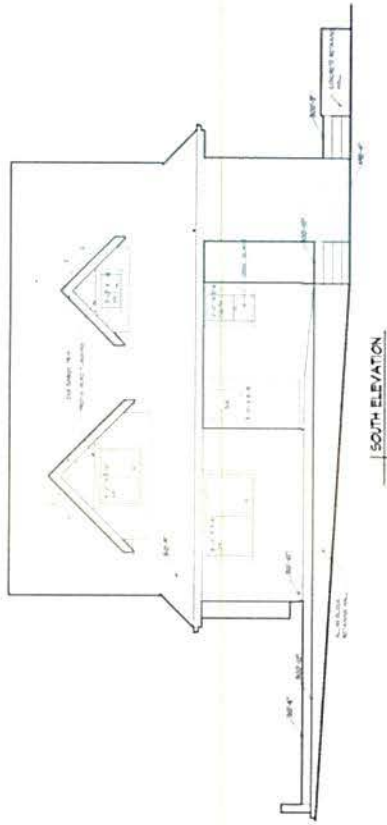
SITE PLAN
 SCALE: 1/8"=1'-0"

COLEMAN, GARY, ARCHITECT, P.C.
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.COLEMANARCHITECT.COM

PROJECT: 70.16C
DATE: 04.11.18
DRAWN: GARY COLEMAN
CHECKED: GARY COLEMAN
SCALE: 1/8" = 1'-0"


DVP 70.16C

COLEMAN HOUSE DE
COLES
RESIDEN
NORTH AVENUE
BUILDING
ELEVATION
SCALE:
1/8" = 1'-0"
DATE:
04.11.18
DRAWN:
GARY COLEMAN
CHECKED:
GARY COLEMAN



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>JUNE 26, 2017</u>
<input type="checkbox"/> Other:	Date: _____

		9.4 
Dept. Manager	GM/ Director	CAO

The District of North Vancouver REPORT TO COUNCIL

June 16, 2017
File: 01.0470.60/001.000

AUTHOR: Charlene Grant, General Manager, Corporate Services

SUBJECT: District of North Vancouver (DNV) - Tsleil-Waututh Nation (TWN)
Agreement for Services

RECOMMENDATION:

THAT the June 16, 2017 report of the General Manager, Corporate Services entitled District of North Vancouver (DNV) - Tsleil-Waututh Nation (TWN) Agreement for Services, including the duly signed and executed *Agreement for Services January 1, 2016 to December 31, 2020 Between the District of North Vancouver and the Tsleil-Waututh Nation*, be received for information.

SUMMARY:

The *Agreement for Services January 1, 2016 to December 31, 2020 Between the District of North Vancouver and the Tsleil-Waututh Nation* (Agreement) sets out the terms by which municipal utility and non-utility services will be provided by the District of North Vancouver (DNV) to Tsleil-Waututh Nation (TWN) and the fees that will be paid by TWN in return.

The Agreement maintains the fundamental assessment-based model established in the 2010-2014 agreement, by which non-utility service costs are re-calculated each year using TWN assessed values, DNV tax rates and the negotiated 'TWN Administration and Services Credit' to determine the annual cost for these services. Utility service costs are based on DNV utility rates and TWN units in each customer class. The attached 2016-2020 Agreement includes pricing for police services on IR#3, which was left unresolved in the previous agreement. It also includes a provision for off-site costs to be collected as development occurs, at a rate of \$6,028 per unit, which includes both DNV off-site works and Metro DCC charges.

The Agreement maintains a 5-year rolling term to allow for monitoring, review and adjustment as necessary, and at least at 5-year intervals.

**SUBJECT: District of North Vancouver (DNV) - Tsleil-Waututh Nation (TWN)
Agreement for Services**

June 16, 2017

Page 2

Respectfully submitted,



Charlene Grant
General Manager, Corporate Services

Attachment: *Agreement for Services January 1, 2016 to December 31, 2020 Between
the District of North Vancouver and the Tsleil-Waututh Nation*

REVIEWED WITH:

☐ Sustainable Community Dev. _____
☐ Development Services _____
☐ Utilities _____
☐ Engineering Operations _____
☐ Parks _____
☐ Environment _____
☐ Facilities _____
☐ Human Resources _____

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

External Agencies:
☐ Library Board _____
☐ NS Health _____
☐ RCMP _____
☐ NVRC _____
☐ Museum & Arch. _____
☐ Other: _____

Tsleil-Waututh Nation and District of North Vancouver
Agreement for Services January 1, 2016 – December 31, 2020

Between

The District of North Vancouver

And

The Tsleil-Waututh Nation

The Tsleil-Waututh Nation ("TWN") and the District of North Vancouver ("DNV") have agreed to enter into this Agreement for Services (the "Agreement") as authorized by the Councils of both the Tsleil-Waututh Nation and the District of North Vancouver.

The Agreement terms have been negotiated on a government-to-government basis. As such, extensive dialogue and information-sharing has been undertaken in a fair, honourable, respectful and transparent manner. Historical perspectives have been shared. The District acknowledges that the Tsleil-Waututh Nation has a distinct language, culture, history and identity and has used and occupied the lands within its traditional territory for thousands of years. The Tsleil-Waututh Nation acknowledges many people now live on these lands and the District has responsibilities towards these people within their boundaries. The District and the Tsleil-Waututh believe that the agreed terms are fair to both sides and create greater certainty for both governments in exercising their responsibilities to protect the rights and interests of their residents.

The parties agree to the following terms and principles:

Term

1. Both parties intend that services will be provided for the long term and agree to an 'evergreen' approach, with rolling renewable five year terms, to ensure ongoing relevance. This agreement will be for a term of 5 years, starting on January 1, 2016 and ending on December 31, 2020 (the "Term").

The Services

2. The utility and non-utility services to be provided by the DNV under this Agreement for Services will be for the area described as Burrard Inlet Indian Reserve No. 3 (the "Reserve").

3. The utility and non-utility services to be provided by the DNV under the Agreement are those Services listed in Appendix A1 (the "Services").

4. As a general principle, and except as otherwise agreed, the District shall provide the Services to TWN in the same manner, and subject to the same conditions, limitations, restrictions and prioritization as applicable to the provision of the Services to land and persons in the DNV generally.

Pricing

6. The DNV and the TWN will pursue repayment from the Greater Vancouver Sewerage and Drainage District for past payments related to discharges from TWN Member housing and will share equally any receivable forthcoming. DNV will not include folios for utility improvements (property class 2) in the TWN assessment values and subsequent calculation of service costs until TWN has completed the consultations and bylaw amendments required to have on-reserve property interests of utility companies assessed and taxed to a level equivalent to the levy available to the municipality.

7. Subject to possible adjustment as set out in section 8 below, on August 1 of each calendar year during the Term, the TWN will pay to the DNV an annual net services charge calculated in the manner set out in Appendices B1, B2 and B3, in accordance with the following formula:

$$\sum(\text{the Non-Utility Services Cost for each Non-utility Service minus the TWN Services and Administration Credits for that Non-Utility Service}) \text{ plus } \sum(\text{the Utility Services Cost for each Utility Service minus the TWN Utility Credit for that Utility Service}),$$

where:

- (a) The TWN Non-Utility Cost for each Non-Utility Service is based on the allocations of total service costs set out in Appendix B1;
- (b) Total service cost for the Non-Utility Services will vary each year as set out in Notes 1 and 2 in Appendix B1;
- (c) The TWN Utility Cost for each Utility Service will vary each year as set out in Notes 8 and 9 in Appendix B1;
- (d) The Utility Credit for each Utility Service will vary annually as set out in Appendices B2 and B3; and
- (e) The Non-Utility Credit for each Non-Utility Service is fixed as set out in the third column of the table in Appendix A1, except the Non-Utility Credit for policing, which will vary each year as set out in Note 4 in Appendix B1.

8. Member housing units are not included in the BC Assessment Roll. Therefore, the non-utility costs in Appendix B1 are based on a notional average assessed value for member housing units equal to the average assessed value established by the BC Assessment Roll for the multi-family housing units on the Reserve.

The DNV and TWN agree to seek input from the BC Assessment Authority and from an independent appraiser regarding the Member housing units. If the BC Assessment Authority and independent appraiser provide input that establishes to the satisfaction of both the TWN and the DNV that Member

housing assessments should be different than currently assumed, then the costs for non-utility services under section 7 will be adjusted accordingly.

Changes in Scope of Services

9. Should the TWN elect to begin delivering a Non-Utility Service on the Reserve itself, the parties will engage in negotiations to amend this Agreement to reflect the actual change in the delivery of and responsibility for the Non-Utility Service and to reflect appropriate changes in the credits set out in Appendix A1 hereto, and to appropriately allocate liabilities and risks.

10. Should the TWN elect to begin operating and maintaining its water, sewerage, drainage and transportation infrastructure on the Reserve, the DNV and the TWN will work in conjunction with Metro Vancouver (GVS&DD/GVWD) to assess and appropriately allocate any related liabilities and risks. Prior to taking over responsibility for operating and maintaining water, sewerage, drainage and transportation infrastructure on the Reserve, this Agreement will be amended to reflect the change in responsibility and pricing, and to allocate liabilities and risks as established by the process described under this section 10.

11. When the TWN starts operating and maintaining (O&M) its water, sewerage and drainage infrastructure on the Reserve itself, the DNV will cease to provide and charge for these O&M services. DNV and TWN may agree that certain specific services, such as emergency repair, continue to be provided to TWN by DNV, and these services and related pricing will be included in an amended agreement. This approach is intended to be flexible and progressive and will accommodate changes on a utility by utility basis.

Public Works Operations

12. An operational plan in support of this Agreement will be kept up to date and will set out the day to day operational and administrative roles, responsibilities, activities and contacts of both DNV and TWN for delivering utility and public works services.

13. The TWN shall, within 30 days of receipt of an invoice from the District, reimburse the District for all costs incurred by the District in respect of the design, construction and installation of infrastructure connections.

14. The TWN and the DNV agree to use Prudent Infrastructure Management Practices in planning, designing, constructing, operating and maintaining all Public Works Infrastructure. For the purposes of this Agreement, Prudent Infrastructure Management Practices means: "Planning, design, construction, operations and maintenance practices and standards that are commonly recognised as good industry practice by Indigenous and Northern Affairs Canada and Municipalities throughout Canada."

15. The TWN and the DNV agree to jointly develop an operational fire services plan in support of this agreement.

Bylaws

16. The TWN will enact such bylaws, make such appointments under any such bylaws, and take such other measures as are required to enable the DNV to provide the Services in accordance with this Agreement.

Indemnity

17. The TWN will indemnify and save harmless the District from and against all claims, demands, actions, suits, loss (including economic loss), property damage, personal injury, costs (including legal costs), fines, penalties, charges and expenses which the DNV may incur, suffer or be put to directly or indirectly arising out of or in connection with:

- (a) any breach by the TWN, its officers, employees, agents, contractors and others for whom the TWN is in law responsible, of any provision of this Agreement, or of any DNV bylaws or TWN bylaws related to the provision of the Services pursuant to this Agreement; or
- (b) any wrongful or negligent acts or omissions of the TWN, its officers, employees, agents, contractors and others for whom the TWN is in law responsible, with respect to water, sewerage and drainage infrastructure on the Reserve or elsewhere.

This indemnity will survive the expiry or earlier termination of this Agreement.

Limitation of Liability

18. This Agreement does not place any greater liability on the DNV to the TWN than the liability which exists in law between the DNV and a property owner elsewhere in the District.

Development Threshold, Future Development and Off-site Charges

19. The Services will be provided to: (a) development existing on the Reserve as of January 1, 2016; (b) the New Housing Units identified in the Modification Agreement for Services of September 29, 2015, comprising 100 housing units to the north west of Destiny 2 at Ravenwoods; and (c) Future Development as defined in section 20 below.

20. For the purposes of section 19, "Future Development" means the proposed development on the Reserve consisting of approximately 5,557 residential units as described in the TWN Master Services Plan for IR#3, dated August 2015, as may be reduced under section 21(e) (the "Planned Development"), or, in the event that TWN in its discretion determines that some mix of residential, commercial and institutional uses will be preferred or necessary, then Future Development shall mean the mix of residential, commercial and institutional uses determined by the TWN, provided that:

- (a) the estimated total cost of servicing said mix of uses will not be greater than the estimated total cost of servicing the Planned Development as determined by the Municipal Engineer, acting reasonably; and

- (b) both parties have mutually agreed that the anticipated or actual off-site impacts of the said residential, commercial and institutional uses will not be greater than the anticipated or actual off-site impacts of the Planned Development.

TWN will deliver a written notice to the District describing the proposed mix of residential, commercial and institutional uses with a degree of detail and particularity that is sufficient to identify and calculate anticipated or actual off site-impacts, and the parties will then work cooperatively to identify and calculate such anticipated or actual off-site impacts by the day that is three months after the District has received said written notice.

21. The parties agree to implement the Off-Site Charges Framework summarized in Appendix C in relation to the development of New Housing Units and to Future Development, and the parties further agree that:

- (a) TWN will pay to the District an off-site cost recovery fee of \$6,028.40 for each new dwelling unit on the Reserve, inclusive of current Metro Development Cost Charge of \$1,129.00 (if the Metro Development Cost Charge increases or decreases then the off-site cost recovery fee will increase or decrease correspondingly);
- (b) nothing in this section 21 will undermine the jurisdiction or authority of DNV or TWN to control development on its lands or to administer its own policies or laws in respect of development;
- (c) the Off-Site Charges take into account the cost of off-site (DNV) works;
- (d) DNV may elect to waive the Off-Site Charges for social housing units on a case-by-case basis, provided that the parties agree on the definition of and community benefit associated with said social housing units;
- (e) the Off-Site Charges will be reviewed, and updated as required, every five years. The review will include, but not be limited to: inflation adjustments, development thresholds; pace of planned long term development; changes in the type of development and the impact of such change on infrastructure, if applicable; changes in the identified infrastructure projects, charge rates and allocations;
- (f) should planned development on TWN lands be substantially reduced from the level set out in the TWN long term plan, the Off-Site Charges will be re-calculated to reflect the reduced level of planned development and the associated off-site cost charges collected under the initial Framework will be re-allocated between DNV and TWN; and
- (g) Off-Site Charges are due and payable prior to, and as a precondition to, issuance of a TWN building permit for each new dwelling unit on the Reserve.

Monitoring and Review

22. The parties will establish a Services Monitoring Committee to:
- (a) facilitate implementation of the Agreement to mitigate potential service disruptions;
 - (b) review changes in service needs, capacity or delivery;
 - (c) recommend amendments to this Agreement; and
 - (d) initiate review of the Agreement to assess, among other things, potential amendments related to the development threshold, off-site charges, additional information on per capita pricing models, transfer of operations and maintenance responsibilities, and a process for negotiating the renewal or extension of the Agreement in advance of December 31, 2020.
23. The Services Monitoring Committee will comprise the DNV CAO and TWN CAO, or their designates, the DNV General Manager, Engineering or their designate and the TWN Director of Public Works or their designate.
24. In addition to meetings of the Services Monitoring Committee, the parties will arrange periodic government to government meetings between the parties' Councils to review and discuss any issues of concern.

Authority to Enter Reserve Land

25. The DNV may enter the Reserve for the purpose of the provision of the Services pursuant to this Agreement and, except in the case of emergency, will consult with the TWN prior to such entry to ascertain acceptable and convenient times for such purposes.

Dispute Resolution

26. The DNV and TWN commit to a proactive and progressive approach to dispute resolution. If the DNV and TWN are unable to agree to the interpretation or application of any part of this Agreement, or are unable to resolve any other issue related to this Agreement through good faith dialogue between members of the Services Monitoring Committee, the following process will be initiated:

- (a) the initiating party will provide written notice to the other party ;
- (b) diligent, good faith measures will be undertaken to negotiate an acceptable resolution to the dispute;
- (c) if the foregoing is unsuccessful within 60 days of the written notice, the parties may request the assistance of a skilled mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by either party, failing which the mediator will be appointed by the BC International Commercial Arbitration Centre (BCIACAC) and unless agreed otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator;

- (d) if the parties are unable to resolve the dispute under 26 (c), the parties agree to refer the matter to a single arbitrator under the Commercial Arbitration Act or any successor legislation and to accept the arbitration ruling as final and binding. If the parties are unable to agree on a single arbitrator within 60 days following the end of mediations, the BCICAC will appoint an arbitrator. The arbitration will follow the rules of the Commercial Arbitration Act unless the parties agree otherwise
- (e) unless otherwise agreed by the parties or ordered by an arbitrator, each party will pay an equal share of the costs for the dispute resolution process
- (f) no party will terminate this agreement during any attempt to resolve issues through the dispute resolution process set out in this part.

Termination

27. The parties may terminate this Agreement by mutual agreement.

28. If this Agreement is terminated or comes to an end, there will be a reconciliation and final adjustment of payments calculated up to the date of termination.

Aboriginal Rights and Title

29. This Agreement is without prejudice to TWN's aboriginal rights and title and does not define, deny, abrogate, derogate from or in any way alter, suspend or affect these rights. Except as specifically provided, this Agreement shall not be construed so as to prejudice or in any way affect TWN's interest in and over the Reserve or provide, in any manner, DNV with any jurisdiction it otherwise does not have over the Reserve.

THE PARTIES have executed this Agreement in Principle the day and year first above written.

DISTRICT OF NORTH VANCOUVER

by its authorized signatories:



Mayor Richard Walton



James Gordon, Municipal Clerk

TSLEIL-WAUTUTH NATION

by its authorized signatories:

A handwritten signature in cursive script, appearing to read "Chief Maureen Thomas".

Chief Maureen Thomas

A handwritten signature in cursive script, appearing to read "Dale Komanchuk".

Dale Komanchuk, Director of Public Works

Appendix A: Services and Considerations

Pricing Approach: Discussions to determine the scope of services to be provided by DNV to TWN, and the price to be paid by TWN in return, were, in the view of the DNV, based on the 'full basket of services' principle.

The *Net Services Cost* arrived at by the parties includes both non-utility (municipal) services and utility services, as well as applicable credits reflecting duplicate or unique services provided by TWN, as described further in this Appendix A and in Appendices B1, B2 and B3.

Non-Utility Services: Through a collaborative process, TWN and DNV examined the scope and costs of services provided by both the District and TWN. Both parties agree that the costs of delivering services should provide the basis for pricing, in order to achieve transparency, accountability and to address concerns of fairness and subsidy. TWN considers population an appropriate basis for allocating service cost and has used this approach to rationalize the fairness of services charges under this Agreement. The DNV may consider a population-based approach to charges if proven over the long term; however at this time, it is agreed that the taxation/assessment approach will be applied to billing the costs for non-utility services in this Agreement.

Using 2011 as a reference year, and reflecting a joint analysis of the services provided by both parties, a percentage credit to TWN's assessment based cost – the *Tsleil-Waututh Services and Administration Credit* – has been determined based on the considerations outlined in Table A1.

Utility Services: Adopting a 'network' perspective, TWN and DNV examined all elements of the water and sewer systems, including physical infrastructure, rates, operating and capital costs, and determined pricing for water and sewer as detailed in Appendix B2 and Appendix B3. Utilities credits relate to network capital credits and utility rates are applied to recover 100% of the utility service costs.

Appendix A1: Service Considerations

<u>Non-Utility Services</u>	<u>Rationale</u>	<u>Credit</u>
Arts & Culture	Recognizes unique TWN programming and contribution to cultural life for all residents	100%
Economic Services	Programming and services are entirely separate, without cross-benefit or cost sharing	100%
Environmental	Recognizes that DNV and TWN both have significant commitments to environmental programming, with each providing unique environmental services	100%
Governance	Each governance system is wholly the responsibility of the respective government	100%
Land Use Planning	TWN and DNV have independent land use management programs and duplicate services	100%
Library	TWN provides no library services	0%
Parks & Open Space	DNV recognizes services provided by TWN in respect of the Reserve, Cates Park and Indian Arm and TWN recognizes the value of DNV Parks programming	75%
Protective – Fire	TWN does not provide fire services	0%
Protective – General	Recognizes that animal welfare, bylaw and area specific hazards programs do not apply to TWN	100%
Protective – Police	The Province and Canada have entered into an Agreement whereby the Province is responsible for either providing policing on First Nation Reserves or, under the Police Act, delegating the responsibility to municipalities to provide general duty policing services. In recognition of the resources funded by the Province for the Integrated First Nations Police Unit and that the unit makes a contribution to reducing general duty call volumes on the TWN reserve, a 100% credit will be provided to the policing costs for TWN member residential units. No credit is applied to the cost assessed for TWN non-member residential units. This Service Agreement may be amended should responsibility, service utilization or resourcing circumstances change	100% (TWN members); 0% (non-members)
Recreation	TWN recognizes the value of Member and Non-Member access to DNV recreation facilities and DNV recognizes the current extent of TWN recreation programming, which is expected to change over time	25%
Transportation	Reflects allocation of 'network' costs based on key road types	48%
Other	Unallocated costs to be adjusted within full cost system in future	100%
<i>See rates and detailed calculations in Appendix B2 and Appendix B3</i>		
<u>Utility Services</u>		
Water	Appendix B2 – reflects network based credit for capital replacement by TWN	
Sewer & Drainage	Appendix B3 – reflects TWN 'stand-alone' systems	
Solid Waste	No credit applicable	
Recycling	No credit applicable	

Appendix B1: Annual Net Services Cost

Service	Services Cost					Credit ⁶							
	%	2016	2017	2018	2019		2020	%	2016	2017	2018	2019	2020
Non-Utility Services ^(1,2,3)													
Arts & Culture	1.77%	\$ 18,539					100.0%	\$ -					
Economic Services	0.54%	(5,608)					100.0%						
Environmental	0.39%	4,097					100.0%						
Governance	1.94%	20,323					100.0%						
Land Use Planning	2.52%	26,382					100.0%						
Library	8.91%	93,383					0.0%	93,383					
Parks & Open Space	7.77%	81,438					75.0%	20,360					
Protective - General	6.06%	63,462					100.0%	-					
Protective - Fire	23.11%	242,162					0.0%	242,162					
Protective - Police ⁴	18.51%	193,977					10.4%	173,758					
Recreation	16.87%	176,778					25.0%	132,584					
Transportation	11.64%	121,936					48.0%	63,407					
Other	1.05%	11,037					100.0%	-					
Total Non-Utility Services Cost	100.00%	\$ 1,047,905	\$ -	\$ -	\$ -	\$ -		\$ 725,653	\$ -	\$ -	\$ -	\$ -	\$ -

Notes

1. Total Non-Utility Services Cost is based on DNV Tax Rates per thousand of TWN Assessed Value (BC Assessment, based on "Revised Roll Actual Values" typically issued in March / April).
2. Member units excluded from the BC Assessment Roll are applied the average Assessed Value for Multi Family units included in the roll.
3. Total Non-Utility Services Cost is based on notes 1 and 2 and allocated to the Services using "Service %" which was based on a full costing methodology applied to 2011 Budget.
4. Police credit is re-calculated each year based on the TWN member portion of the total tax equivalent amount calculated under notes 1 and 2.
5. Non-Utility Services Cost for 2017 - 2020 to be calculated per above using DNV Tax Rates Bylaw and TWN Assessed Values for those years.
6. TWN Administration and Services Credit per Appendix A
7. Adjusted Services Cost to TWN based on Non-Utility Services Cost less credits noted above

Utility Services ⁸

Water	590,504						546,255						
Sewer & Drainage	529,186						356,950						
Solid Waste	20,473						20,473						
Recycling	74,995						74,995						
Total Utility Services Cost	\$ 1,215,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 998,673	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes

8. Utility Services Cost based on DNV Utility Rates and TWN Units in each customer class, less credits as illustrated in Appendix B2 and B3.
9. Utility Service costs for 2017 to 2020 to be calculated per above using DNV Utility Rates, per DNV Utility Rate Bylaws, and TWN Units for those years.

Total Services Cost	\$ 2,263,063	\$ -	\$ -	\$ -	\$ -	\$ -	Net	\$ 1,734,326	\$ -	\$ -	\$ -	\$ -	\$ -
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Appendix B2: Water Cost

	Budget Components (000's)			% Budget
	Budget 2016	One-Network (364 km)	Budget Reallocated ²	
Expenditures	\$ 24,454	\$ 24,496	\$ 24,496	100.00%
Administration	\$ 482	\$ 482	\$ 509	2.08%
Operations & Maintenance				
General	\$ 3,644	\$ 3,644	\$ 3,852	15.72%
Corporate Costs	\$ 1,789	\$ 1,789	\$ 1,691	7.72%
Sub-total Admin & O&M ¹	\$ 5,915	\$ 5,915	\$ 6,252	25.52%
Contribution to Water Capital ³	\$ 5,038	\$ 5,079.52	\$ 5,369	21.92%
GVWD Water Purchased	\$ 12,181	\$ 12,181	\$ 12,875	52.56%
Reserve (To/From)	\$ 1,320	\$ 1,320		
TWN Units ⁴				
Flat Rate Fees				
Budget Reconciliation				
Connections ⁵	\$ 849			
Total Expenditures	\$ 25,303			

Utility Rates by Customer Class				
Single Family	Multi Family	Average Unit	Potential Network Credits	
			Capital	O&M
\$ 643.00	\$ 648.00	\$ 666.61	\$ 41.63	\$ 48.47
\$ 13.37	\$ 11.40	\$ 11.55		\$ 3.95
\$ 101.10	\$ 86.16	\$ 87.34		\$ 29.86
\$ 49.63	\$ 42.30	\$ 42.88		\$ 14.66
\$ 164.11	\$ 139.86	\$ 141.78		\$ 48.47
\$ 140.93	\$ 120.11	\$ 121.76	\$ 41.63	
\$ 337.96	\$ 288.03	\$ 291.97		
84	978	1,063	1,083	1,083
\$ 54,012	\$ 636,492	\$ 690,604	\$ 44,249	\$ 61,527

Credits	
Network Credit - Capital ⁶	(44,249)
Water Net Services Cost	\$ 546,266

Notes

1. TWN proposes to assume responsibility of Operations & Maintenance in the future, potential credit calculation noted below
(TWN watermains (m))/(Total watermains (m)) * (Sub-total Admin & O&M budget in column C)
2. Contributions to and from Operating Reserve are allocated to remaining budget components on a pro-rata basis
3. Water Capital budget component is grossed up 3/364 to arrive at the estimated total for 'One Network' (column C).
4. Additional unit added to Single Family to recognize Golf Facility (assumed low consumption, TWN to provide pipe size)
5. Water connections are recovered 100% through private funding (user fees) and do not impact rates
6. Capital credit applied for TWN's responsibility of water infrastructure replacement on Reserve
(TWN watermains (m))/(Total watermains (m)) * (water capital budget in column C)

Appendix B3: Sewer Cost

	Budget Components (000's)			% Budget	Utility Rates by Customer Class					
	Budget 2016	One-Network (385km Sewer, 357 km Storm)	Budget Reallocated ²		Single Family	Multi Family	Average Unit	Potential Network Credits		
								Capital	GVS&DD	O&M
Expenditures	\$ 20,331	\$ 20,376	\$ 20,376	100.00%	\$ 689.00	\$ 490.00	\$ 497.82	\$ 166.14	\$ 262.91	\$ 89.78
Administration	\$ 457	\$ 457	\$ 531	2.61%	\$ 15.36	\$ 12.77	\$ 12.98			12.98
Operations & Maintenance										
Sewer	\$ 1,272	\$ 1,272	\$ 1,479	7.26%	\$ 42.74	\$ 35.56	\$ 36.13			36.13
Drainage	\$ 637	\$ 637	\$ 740	3.63%	\$ 21.40	\$ 17.81	\$ 18.09			18.09
Corporate Costs	\$ 795	\$ 795	\$ 924	4.54%	\$ 26.72	\$ 22.23	\$ 22.58			22.58
Sub-total Admin & O&M ¹	\$ 3,161	\$ 3,161	\$ 3,674	18.03%	\$ 106.22	\$ 88.37	\$ 89.78			89.78
Capital - Sewer ^{3,6}	\$ 2,209	\$ 2,226	\$ 2,588	12.70%	\$ 74.81	\$ 62.23	\$ 63.23	83.23		
Capital - Drainage ^{3,7}	\$ 3,208	\$ 3,236	\$ 3,762	18.46%	\$ 108.74	\$ 90.46	\$ 91.91	91.91		
GVS&DD Charges	\$ 8,905	\$ 8,905	\$ 10,351	50.80%	\$ 299.24	\$ 248.94	\$ 252.91		252.91	
Reserve (To/From)	\$ 2,847	\$ 2,847								
TWN Units ⁴					84	978	1,063	828	113	826
Flat Rate Fees					\$ 49,476	\$ 479,710	\$ 529,186	\$ 143,657	\$ 28,579	\$ 83,134
Budget Reconciliation										
Connections ⁵	\$ 1,698									
Total Expenditures	\$ 22,027									

Credits	
GVS&DD member units ⁷	(28,579)
Sewer & Drainage capital ⁶	(143,657)
Sewer & Drainage Net Services Cost	\$ 366,950

Notes

1. TWN proposes to assume responsibility of Operations & Maintenance in the future, potential credit reflects TWN stand alone systems (Ravenwoods1 an exception). Additional discussions required re: DNV's ongoing requirements and obligations as GVS&DD member.
2. Contributions to and from Operating Reserve are allocated to remaining budget components on a pro-rata basis.
3. Sewer and Drainage Capital rate components are grossed up 3/385 and 3/357 respectively to estimate the total for 'One Network'.
4. Additional unit added to Single Family to recognize Golf Facility (assumed low use, TWN to provide pipe size).
5. Sewer and Drainage connections are recovered 100% through private funding (user fees) and do not impact rates.
6. Except for Ravenwoods1 (137 units), TWN sanitary sewer and storm drainage systems are physically independent of the DNV system.
7. TWN Member occupied units receive full credit for sewer GVS&DD fees based on a separate agreement (Sewer O&M charges still apply).

Appendix C: Off-Site Charges

In accordance with the draft Tsleil-Waututh Nation (TWN) Master Services Plan (MSP) dated August 2015 and submitted to the District on September 16, 2015, TWN desires to proceed with the near and long term development of their I.R.#3 lands. To the year 2020, an estimated 600 dwellings units are being proposed. Beyond 2020, and to the year 2100, the MSP calls for the development of an additional 4,957 units for a complete build-out total of 5,557 single and multiple family dwellings.

Table 1 summarizes the estimates prepared by TWN's agents' based on their growth assumptions to the year 2100. Also included are the estimated costs for anticipated District off-site utility, transportation and parks improvements, as well as Metro Vancouver sewerage payments based on projected growth to complete buildout.

TABLE 1 – OFF-SITE CHARGES						
Component	Waterworks	Sanitary Sewers	Storm Drainage (Note 4)	Transportation	Parks (Note 5)	Totals
DNV Off-Site for Buildout (A)	\$4,500,000	\$200,000	\$1,000,000	\$10,500,000	\$11,026,000	\$27,226,000
Metro Payment for Buildout (B)	\$0	\$6,273,853	\$0	\$0	\$0	\$6,273,853
Total Recovery Required	\$4,500,000	\$6,473,853	\$1,000,000	\$10,500,000	\$11,026,000	\$33,499,853
Growth (equivalent units) to buildout at year 2100 = 5,557 (1 equivalent unit = 1,250 sq. ft. of developed floor space)						
DNV Off-Site Cost Recovery per Unit (Row A)/5557	\$809.79	\$35.99	\$179.95	\$1,889.51	\$1,984.16	\$4,899.41
Metro Vancouver Payment (Row B)/5557	\$0	\$1,129.00	\$0	\$0	\$0	\$1,129.00
Total On and Off-Site Cost Recovery per Unit	\$809.79	\$1,164.99	\$179.95	\$1,889.51	\$1,984.16	\$6,028.41

Notes:

1. Numerous assumptions have been made by TWN's engineering consultant and District Engineering staff to develop these estimates. Actual requirements will vary as development proceeds.
2. All estimates are Class 'D' "Order of Magnitude" with an accuracy of +/-25% and are in 2016 Canadian Dollars.
3. Property acquisition, temporary working easements and legal costs are not included.
4. The Parks off-site estimate is based on the equivalent DNV development cost charge for Parks of \$1,984.64 for a 1,250 square foot developed floor area multiplied by the total 5,557 equivalent dwelling units at year 2100 buildout.
5. Off-site infrastructure cost estimates shall be subject to re-assessment once every five (5) years or sooner depending on the pace of development. The re-calculated infrastructure levy per unit shall be adjusted as necessary and the Agreement for Services amended accordingly.
6. The off-site development levy payable to the District is \$4,899.41 per dwelling unit. The Metro Vancouver sewerage development cost charge (DCC) recoverable from TWN by way of payment through the District is \$1,129.00 per unit. Note also that the Metro Vancouver DCC is currently under review and is expected to change.
7. On the basis of the above-noted assumptions and cost estimates, TWN shall remit the combined sum of \$6,028.40 per unit for future off-site costs.

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