

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, October 23, 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

[www.dnv.org](http://www.dnv.org)

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## **REGULAR MEETING OF COUNCIL**

**7:00 p.m.**  
**Monday, October 23, 2017**  
**Council Chamber, Municipal Hall,**  
**355 West Queens Road, North Vancouver**

### **AGENDA**

#### **BROADCAST OF MEETING**

- Online at [www.dnv.org](http://www.dnv.org)

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

- Bylaw 8142 – Rezoning Employment Zone – Lynn Creek Light Industrial
- Bylaw 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
- Bylaw 8225 – Rezoning 756-778 Forsman Avenue
- Bylaw 8244 – OCP Amendment 1801-1865 Glenaire Drive & 2064-2082 Curling Road
- Bylaw 8245 – Rezoning 1801-1865 Glenaire Drive & 2064-2082 Curling Road

#### **1. ADOPTION OF THE AGENDA**

##### **1.1. October 23, 2017 Regular Meeting Agenda**

*Recommendation:*

THAT the agenda for the October 23, 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**

- 5.1. Lions Gate Hospital Foundation** **p. 9-19**  
Re: Lions Gate Hospital Medical and Surgical Centre Update

**6. ADOPTION OF MINUTES**

- 6.1. October 3, 2017 Public Hearing** **p. 23-27**

*Recommendation:*

THAT the minutes of the October 2, 2017 Public Hearing are received.

- 6.2. October 16, 2017 Regular Council** **p. 29-33**

*Recommendation:*

THAT the minutes of the October 16, 2017 Regular Council are adopted.

**7. RELEASE OF CLOSED MEETING DECISIONS**

**8. COUNCIL WORKSHOP REPORT**

**9. REPORTS FROM COUNCIL OR STAFF**

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

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

*Recommendation:*

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

- 9.1. Bylaws 8215, 8216 and 8233: Rezoning, Housing Agreement and Phased Development Agreement: 1401-1479 Hunter Street and 481-497 Mountain Highway** **p. 37-156**  
File No. 08.3060.20/050

*Recommendation:*

THAT "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8216, 2016 (1401-1479 Hunter Street and 481- 497 Mountain Highway)" is given FIRST Reading;

AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" is given FIRST Reading;

AND THAT Bylaw 8215 and Bylaw 8233 be referred to Public Hearing.

- 9.2. 2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)** p. 157-162  
File No. 09.3900.20/000.000

*Recommendation:*

THAT "2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)" is ADOPTED.

- 9.3. 2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)** p. 163-184  
File No. 09.3900.20/000.000

*Recommendation:*

THAT "2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)" is ADOPTED.

**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 October 23, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

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## DELEGATIONS

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## Delegation to Council Request Form

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

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

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

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

Name of group wishing to appear before Council: Lions Gate Hospital Foundation

Title of Presentation: Lions Gate Hospital Medical & Surgical Centre Update

Name of person(s) to make presentation: Judy Savage, LGH Foundation and Karin Olson VCH

Purpose of Presentation: ☒ Information only  
☐ Requesting a letter of support  
☐ Other (provide details below)

Please describe:

Attach separate sheet if additional space is required

To provide an update on the largest health care initiative on the North Shore for the foreseeable future. This is the largest fundraising campaign in Lions Gate Hospital Foundation's history - \$100M to build a new state-of-the-art Medical and Surgical Centre to transform health care on the North Shore.

Contact person (if different than above): Delia Jamieson, Executive Assistant

Daytime telephone number: (604) 984-3811

Email address: delia.jamieson@vch.ca

Will you be providing supporting documentation? ☒ Yes ☐ No

If yes: ☒ Handout ☐ DVD  
☒ PowerPoint presentation

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

Presentation requirements: ☒ Laptop ☒ Tripod for posterboard  
☒ Multimedia projector ☐ Flipchart  
☐ Overhead projector

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

## Delegation to Council Request Form

### Rules for Delegations:

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

### Helpful Suggestions:

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

I understand and agree to these rules for delegations

Judy Savage, President & CEO, LGH Foundation

Name of Delegate or Representative of Group

Date

July 6, 2017

Signature

*Judy Savage*

### For Office Use Only

Approved by:

Municipal Clerk

Deputy Municipal Clerk

Rejected by:

Mayor

CAO

Appearance date:

Receipt emailed on:

Applicant informed on:

Applicant informed by:

October 23, 2017  
11/02/17  
~~Sept 18 or October 16~~

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



# Presentation to the District of North Vancouver

October 23, 2017



## LGH Foundation \$100M+ invested



The Jim Pattison Emergency Centre



The North Shore Hospice



The HOpe Centre

Denis & Joan Creighton  
Outpatient Care Centre



## A new Medical & Surgical Centre



A \$100M Campaign



## Guiding Principles

Create a ‘state of the art’ virtual care enabled facility that reflects the demographics of the North Shore:

- ✓ Not just 108 new beds → “180,000 beds”
  - Technology/systems design across the continuum of care
- ✓ Technology/Design which is elder friendly
- ✓ Improved patient experiences
  - Improved provider/clinician communication with patients & families



## Technology

### ENABLING TECHNOLOGY

- Telephony & Network Infrastructure
- Laptops, Workstations, Smartboards & Printers
- Patient Team Call, TV's & Bedside Monitors
- Tele-Health

### SERVICE OPERATIONAL EFFICIENCIES

- Wireless Communications
- Real Time Location System Medical Equipment
- Capacity & Bed Management, Transport Tracking
- Supply Robots

### PATIENT CARE & SAFETY

- Clinical Cameras
- Wired & Wireless Duress
- CCTV & Access Control
- Advanced Patient Monitoring

### PATIENT, FAMILY & STAFF EXPERIENCE

- Patient Entertainment & Education
- Digital Wayfinding
- Meal Ordering System
- Patient Provider Communication System



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VCH Confidential – Not For Circulation

Vancouver  
CoastalHealth

## Acute Care Tower



- Only 15% of beds are in single rooms
- Undersized rooms make it challenging to provide care; maneuver equipment
- Infection control issues with shared bathrooms
- Lack of privacy; noisy
- Inadequate storage; cluttered hallways

LGH  
CAMPAIGN for  
LIFE-CHANGING CARE

## New Design – Single Patient Rooms



- Single rooms with private bathrooms



## New Design



- Restorative; quiet environment



## New State-of-the-Art ORs



- 8 Operating Rooms
- Pre Operative Area
- Recovery Area
- Medical Device Reprocessing Dept. (MDRD)



## Commemoration of the NVGH





## Preparing the Site



## New Power Plant



## Campaign Launch

February 2017



Lead donation from  
Paul Myers - \$25M



## Community Support

2,500+ donors –  
individuals, business and community  
organizations  
have contributed close to  
\$60 Million

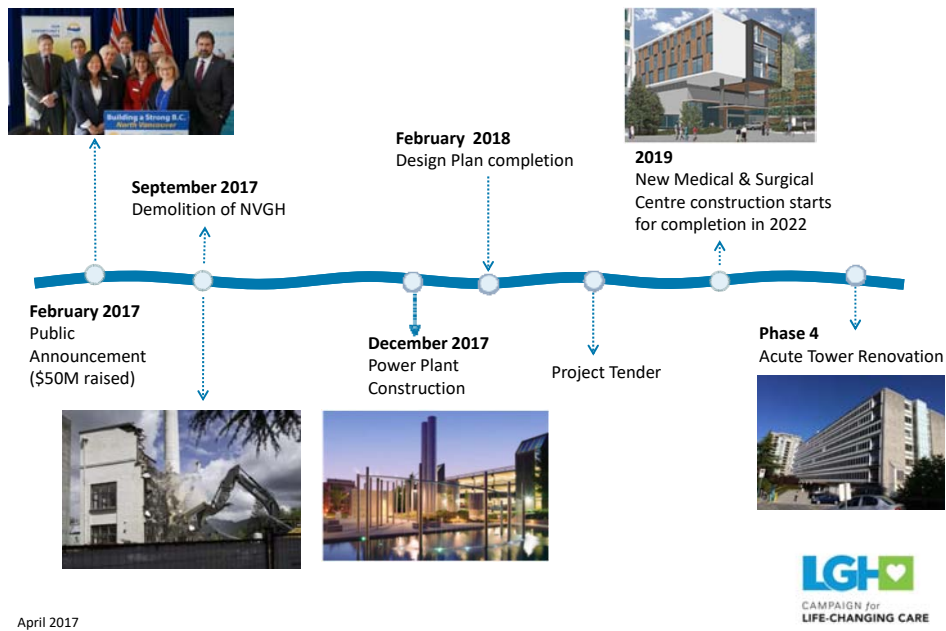


## Community Events



15

## New Medical & Surgical Centre





Questions?

Thank you!

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## MINUTES

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## DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, October 3, 2017 commencing at 7:00 p.m.

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

**Absent:** Councillor R. Bassam  
Councillor L. Muri

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

### **District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8244, 2017 (Amendment 27)**

*Purpose of Bylaw:*

Bylaw 8244 proposes to amend the OCP land use designation of the properties from Residential Level 2: Detached Residential (RES2) to Residential Level 4: Transition Multifamily (RES4) and to designate these properties as Development Permit Areas for Form and Character and Energy and Water Conservation and GHG Emission Reduction.

### **District of North Vancouver Rezoning Bylaw 1356 (Bylaw 8245)**

*Purpose of Bylaw:*

Bylaw 8245 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 106 (CD106) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to Comprehensive Development Zone 106 (CD106). The CD106 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping, subdivision and parking.

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

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;

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

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

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

Mayor Walton left the meeting at 7:06 pm and Councillor Hicks assumed the chair.

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

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaws, stating that Bylaw 8244 proposes to amend the OCP land use designation of the properties from Residential Level 2: Detached Residential (RES2) to Residential Level 4: Transition Multifamily (RES4) and to designate these properties as Development Permit Areas for Form and Character and Energy and Water Conservation and GHG Emission Reduction. Bylaw 8245 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 106 (CD106) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to Comprehensive Development Zone 106 (CD106). The CD106 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping, subdivision and parking.

## **3. PRESENTATION BY STAFF**

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

Mr. Wilhelm advised that:

- The development site is located within Lions Gate Village and is currently comprised of six single family lots on the corner of Curling Road and Glenaire Drive;
- The development site has an area of approximately .467 hectares (or 1.15 acres);
- The site does encompass a small portion of land (at the rear of the site) to be purchased by the developer from the District of North Vancouver;
- The site is east of Klahanie Park;

- North of the site are existing single family homes (yet the adjacent lot has been purchased by the developer for possible future redevelopment);
- An 88 unit townhouse development is proposed for east of the development site;
- The area south of the site (across Curling Road) is identified for higher density development and creation of "Curling Road Park" as outlined within the "Lower Capilano Village Centre Implementation Plan";
- The cul-de-sac at the southern terminus of Glenaire Drive is currently open and provides access onto Curling Road. The cul-de-sac was opened due to water main construction in the area and is slated to remain open (as determined by Construction Management staff);
- The peripheral policy was endorsed by Council in July of 2014 and outlines the envisioned housing forms, density, heights, local connections and design guidelines envisioned for the peripheral area of Lions Gate Village;
- The peripheral policy supports three storey townhouse proposals up to 1.2 FSR on sites larger than 12,000 sq. ft.;
- The townhouse proposal is compliant with the density, height and housing form provisions within the peripheral policy;
- The project was reviewed against policies outlined in the Official Community Plan, the Lower Capilano Village Centre: Peripheral Area Housing Policy and Design Guidelines and the Lions Gate Public Realm Strategy;
- As the site is within easy walking distance to a frequent transit corridor along Marine Drive, the development's location will foster a more compact community which will reduce the reliance on cars and promote walking, biking and transit use (which are all goals supported by the OCP);
- The development proposal has been reviewed against guidelines for: Form and Character of Ground-Oriented Housing; Energy and Water Conservation and Greenhouse Gas Emission Reduction; and, more localized design guidelines found within the peripheral policy and the Lions Gate Public Realm Strategy;
- The proposal is for 40 three-storey conventional townhouses in six separate buildings with an FSR of 1.19;
- There are three buildings fronting the street and three buildings at the rear of the site;
- The buildings are separated by a landscaped courtyard;
- The site plan provides a large entrance plaza at the corner of Glenaire Drive and Curling Road;
- On the east side of the development there will be a shared entrance to the underground parkade with the adjacent townhouse development;
- The proposal includes a total of 77 parking stalls whereby eight of those stalls are allotted for visitors;
- All of the units are large three-bedrooms ranging in size from approximately 1,600 sq ft to approximately 1,800 sq ft which addresses the OCP goals of providing family-oriented units in the Lions Gate Village;
- The development presents a traditional row house design with the use of similar colors, materials and building forms throughout the development;
- In accordance with the District's Community Amenity Contribution policy, Bylaw 8245 secures a CAC in the amount \$164,797;
- The development will garner an estimated \$424,616 of Development Cost Charges;

- As the entrance plaza has been determined as a preferred location for public art, the developer will be providing a public art contribution;
- There will also be offsite upgrades such as sidewalk, boulevard and roadwork upgrades;
- The Housing Agreement Bylaw will ensure all units are available for rental;
- All units are to have basic accessible design elements and six units (15% of units) will provide enhanced elements; and,
- The project's Construction Management strategy entails enhanced communication, coordination and accountability with the District.

Mr. Wilhelm further advised that a facilitated Public Information Meeting was held on February 28, 2017 and approximately 22 members of the public attended. A number of topics were raised at the meeting ranging from construction traffic management, parking, traffic, access, privacy, CACs and density. The proposed density and housing form has remained as put forth at the Public Information Meeting, however, in response to the public input received at the meeting, the developer has initiated a more robust construction traffic management strategy, allotted additional visitor parking stalls and modified the architecture to provide improved amenity spaces and larger entrance plaza. Staff will also ensure that access will be provided through the adjacent development to the east into Belle Isle Park through an easement agreement.

In response to a question from Council regarding electric charging stations, staff advised that a minimum of 20% of the parking stalls are to be provided with outlets suitable for Level 1 (110v) electric vehicle charging. The electrical room in the project includes sufficient capacity for the future installation of equipment to provide electrical vehicle charging for 100% of the stalls.

In response to a question from Council regarding the construction traffic management coordinator, staff advised that from demolition to completion, one coordinator will be appointed by the four area developers (PC Urban, Cressey, Citimark and Woodbridge Properties) to coordinate all construction traffic for the Lions Gate Village Centre area. If multiple developments are approved in the area, this coordinator is expected to treat the Lions Gate peripheral area as a single construction project, rather than separate projects. It was further noted that the construction traffic management coordinator is required to meet with District staff bi-weekly in order to provide updates to the District and to discuss and resolve any improvements or complications that arise.

#### **4. REPRESENTATIONS FROM THE APPLICANT**

##### **4.1. Mr. Graham Brewster, Development Manager - Cressey (Klahanie Park) Developments LLP:**

- Spoke to the benefits of denser neighbourhoods;
- Commented on the suitability of townhouses for families;
- Commented on the lack of availability of townhouses on the North Shore;
- Commented on the site's proximity to the transit corridor;
- Commented on the housing diversity provided by the proposed development, filling a need for downsizers who want to stay in the community and age in place; and,
- Noted the units are more affordable than single-family homes.



In response to a question from Council regarding the cost of the townhomes, the developer advised that the cost of the units have not been set but will be approximately \$1 million.

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

### **5.1. Mr. Hesam Deihimi, District of North Vancouver Resident: COMMENTING**

- Spoke to the issue of affordability.

### **5.2. Mr. Pejmann Lotfi, 1900 Block Glenaire Drive: COMMENTING**

- Expressed concern with traffic in the lower Capilano area; and,
- Questioned when the opening of the cul-de-sac on the southern terminus of Glenaire Drive will open as it was noted that the watermain has been fixed.

In response to a question from Council, the architect explained that the number of tradespersons on site will vary during the different phases of construction. It was noted that an ample amount of trade vehicle parking has been designated at the Capilano Rugby Club.

Staff acknowledged that the District is aware of the removal of the barrier on Glenaire Drive and advised that complaints have been communicated to the Engineering Department.

## **6. COUNCIL RESOLUTION**

**MOVED by Councillor MACKAY-DUNN**

**SECONDED by Councillor HANSON**

THAT the October 3, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8244, 2017 (Amendment 27)" be returned to Council for further consideration;

AND THAT "District of North Vancouver Rezoning Bylaw 1356 (Bylaw 8245)" be returned to Council for further consideration.

**CARRIED**  
(7:43 p.m.)

**CERTIFIED CORRECT:**

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

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

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:02 pm on Monday, October 16, 2017 in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

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

**Staff:** Mr. D. Stuart, Chief Administrative Officer  
Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Ms. H. Turner, Director of Recreation & Culture  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. J. Ryder, Manager – Real Estate & Properties  
Ms. C. Archer, Confidential Council Clerk

### **1. ADOPTION OF THE AGENDA**

#### **1.1. October 16, 2017 Regular Meeting Agenda**

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

THAT the agenda for the October 16, 2017 Regular Meeting of Council for the District of North Vancouver is adopted as circulated.

**CARRIED**

Absent for Vote: Councillor BASSAM

Councillor BASSAM arrived at this point in the proceedings.

### **2. PUBLIC INPUT**

#### **2.1. Mr. John Harvey, 1900 Block Cedar Village Crescent:**

- Spoke regarding funding for the Blue Cabin;
- Commented regarding an RCMP investigation; and,
- Spoke regarding public art.

#### **2.2. Mr. Robert Blaney, 300 Block East 6<sup>th</sup> Street:**

- Spoke in support of item 9.4 regarding Development Variance Permit 27.17 as the designer; and,
- Commented on the proposed design.

**2.3. Mr. John Powers, 1000 Block Linnae Avenue:**

- Spoke in support of item 9.4 regarding Development Variance Permit 27.17 as the applicant; and,
- Commented on the need for space for extended family.

**2.4. Ms. Stacey Powers, 1000 Block Linnae Avenue:**

- Spoke in support of item 9.4 regarding Development Variance Permit 27.17 as the applicant; and,
- Commented regarding communication with neighbours.

**3. PROCLAMATIONS**

**3.1. Foster Parents Appreciation Day – October 20, 2017**

**4. RECOGNITIONS**

Nil

**5. DELEGATIONS**

**5.1. Glen Parker and Barbara Frisken, North Shore Streamkeepers**

Re: Incentives for Permeable Surfaces Can Offset and Fund Stormwater Infrastructure

Mr. Glen Parker and Ms. Barbara Frisken, North Shore Streamkeepers, presented recommendations that the District explore the possibility of offering incentives for permeable surfaces on residential properties, noting that impermeable surfaces negatively impact stormwater management and increase municipal costs. Mr. Parker reviewed initiatives offered by other municipalities to encourage builders to include more permeable surface area.

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MURI**

THAT the delegation of North Shore Streamkeepers is received.

**CARRIED**

**6. ADOPTION OF MINUTES**

**6.1. October 2, 2017 Regular Council Meeting**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT the minutes of the October 2, 2017 Regular Council meeting are adopted.

**CARRIED**

**7. RELEASE OF CLOSED MEETING DECISIONS**

Nil

**8. COUNCIL WORKSHOP REPORT**

Nil

**9. REPORTS FROM COUNCIL OR STAFF**

**9.1. Arts & Culture Grants: Policy Amendments, 2017**

File No. 01.0001/Policies/Corporate

**MOVED by Councillor MURI**

**SECONDED by Mayor BOND**

THAT the amendments to the Arts and Culture Grants Policy recommended in the North Vancouver Recreation and Cultural Commission September 21, 2017 joint report of the Cultural Services Officer, Manager of Recreation and Cultural Services and Director of Recreation and Culture entitled Arts & Culture Grants – Amendments to Eligibility Policy are approved.

**CARRIED**

Opposed: Councillor MACKAY-DUNN

**9.2. Terms of Non-elected Appointees to the North Vancouver Recreation & Culture Commission**

File No. 01.0360.20/024.000

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT staff are directed to bring forward a Bylaw to amend “North Vancouver Recreation and Culture Commission Establishing Bylaw 7987, 2013” to align the terms of the non-elected appointees with the four-year terms of Council.

**CARRIED**

**9.3. Bylaw 8258, 2017 - 2000 Block of Glenaire Dr Highway Closure**

File No. 02.0930.20/501

Public Input:

Mr. Corrie Kost, 2800 Block Colwood Drive:

- Commented regarding future access for emergency vehicles; and,
- Commented regarding the potential loss of trees.

**MOVED by Councillor HICKS**

**SECONDED by Councillor HANSON**

THAT “2000 Block of Glenaire Drive Highway Closure Bylaw 8258, 2017” is given SECOND and THIRD Readings.

**CARRIED**

Opposed: Councillor MURI

**9.4. Development Variance Permit 27.17 – 1082 Linnae Avenue**  
File No. 08.3060.20/027.17

**MOVED by Councillor MURI**  
**SECONDED by Councillor MACKAY-DUNN**  
THAT Development Variance Permit 27.17 is ISSUED.

**CARRIED**

**9.5. Proposed Nine-Lot Subdivision at 875 Wellington Drive**  
File No. 08.3060.10/006.17

Council provided feedback to the Approving Officer.

**10. REPORTS**

**10.1. Mayor**

Nil

**10.2. Chief Administrative Officer**

Nil

**10.3. Councillors**

- 10.3.1.** Councillor MacKay-Dunn commented on the construction area for the Mountain Highway Interchange.

**10.4. Metro Vancouver Committee Appointees**

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

Nil

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

Councillor MacKay-Dunn reported on his attendance at the budget presentation to the Metro Vancouver Housing Committee.

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

Councillor Muri commented on the projected cost of replacing the bridge over the Seymour River.

**10.4.4. Utilities Committee – Councillor Hicks**

Councillor Hicks reported on his attendance at the budget presentation to the Metro Vancouver Utilities Committee.

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

Councillor Bassam reported on his attendance at the budget presentation to the Metro Vancouver Zero Waste Committee.

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

Nil

**11. ANY OTHER BUSINESS**

Nil

**12. ADJOURNMENT**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT the October 16, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

**CARRIED**  
(8:22 pm)

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Mayor

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Municipal Clerk

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## REPORTS

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct 23, 2017</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 12, 2017  
File: 08.3060-20/050

**AUTHOR:** Erik Wilhelm, Development Planner

**SUBJECT:** Bylaws 8215, 8216 and 8233: Rezoning, Housing Agreement and Phased Development Agreement: 1401-1479 Hunter Street and 481- 497 Mountain Highway

### RECOMMENDATION:

THAT the "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" to rezone 1401-1479 Hunter Street and 481-497 Mountain Highway from Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11) to Comprehensive Development Zone 103 (CD103) be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8216, 2016 (1401-1479 Hunter Street and 481- 497 Mountain Highway)" be given FIRST reading;

AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" be given FIRST reading;

AND THAT Bylaw 8215 and Bylaw 8233 be referred to Public Hearing.

### REASON FOR REPORT:

The proposed community centre and 326 residential unit development requires Council's consideration of Bylaw 8215 to rezone the subject property, Bylaw 8216 to implement the District's Strata Rental Protection Policy and Bylaw 8233 to enable a phased development agreement to ensure delivery of the community centre shell.

### SUMMARY:

The applicant proposes to redevelop one industrial lot located at 1401-1479 Hunter Street and 481-497 Mountain Highway to allow a community centre, 2 residential apartment buildings (27 and 16 storeys), and 1 four storey townhouse building with a private amenity facility. A total of 326 residential units are proposed.

The proposal addresses District objectives to achieve a community centre, community plaza and housing diversity in the heart of Lynn Creek Town Centre. It delivers a pedestrian friendly frontage to Seyllynn Park and a civic presence in the heart of Lynn Creek; other local benefits include transportation improvements (with improved off-site pedestrian, bike and road improvements) and restoration and enhancement of the riparian area of Lynn Creek. The development achieves other District policies including accessibility measures, green building and flood construction management.

The proposal has been guided by the Official Community Plan (OCP) land use designation, Lower Lynn Town Centre Implementation Plan, and Lynn Creek Public Realm Guidelines. The bylaws are recommended for introduction and Bylaw 8215 and 8233 are recommended for referral to Public Hearing.

## **ANALYSIS:**

### **Site and Surrounding Area:**

The development site is approximately 2.1 acres in area and is located on the southwest corner of Mountain Highway and Hunter Street. Seyllynn Park is located just north of the site, the District of North Vancouver Operations Centre is to west/southwest, light industrial and a mixed-use multi-family properties are to the south, Fire Hall No. 2 and residential properties are to the east (see adjacent air photo).



### **Zoning:**

The site is currently zoned Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11). Bylaw 8215 (Attachment B) proposes to rezone the site and create a new Comprehensive Development Zone 103 (CD103) to accommodate the development proposal.

### **OFFICIAL COMMUNITY PLAN AND EXISTING POLICY BACKGROUND:**

District of North Vancouver Council adopted the "Official Community Plan" (OCP) in June of 2011. The overarching goal of the OCP is to concentrate 75%-90% of new residential density within four Town and Village centres. The OCP designation for the development site



is Commercial Residential Mixed Use Level 3 (CRMU3). This designation was applied to the development site in order to take advantage of a strategically situated site, adjacent to Seylynn Park and in the “heart” of the Lynn Creek Town Centre. The intent of the “heart” was to create a focal point that serves as a hub for community services and facilities.

To build upon the changes identified within the OCP for the Lynn Creek Town Centre, Council endorsed the “Lower Lynn Town Centre Implementation Plan” in May of 2013. The Implementation Plan proposes linkages between Seylynn Park and the “heart”. The plan also includes the opportunity to create a new neighbourhood community facility to be a ‘community living room’ where people can gather, meet, socialize and access services.

The implementation plan further identifies planning and community goals for the area. As indicated in the adjacent image, this site was identified as the preferred location to create a new community facility with associated residential units in a growing Town Centre.



The implementation plan aims to create a mixed use town centre with housing choices while balancing the economic vitality of the area by fostering commercial and industrial uses in the town centre. The implementation plan aims to reinforce and enhance the existing street grid pattern and improve the efficiency of traffic movements, circulation and connectivity while prioritizing pedestrians, bicycle networks and transit.



The Lynn Creek Public Realm Guidelines were endorsed by Council in January of 2016. The Public Realm Guidelines provide a design framework for the plazas, open spaces, parks, greenways, streetscapes and buildings within the Lynn Creek Town Centre and are intended to guide property owners, developers, and staff towards achievement of the community vision for Lynn Creek. The Public Realm Guidelines establish key character areas that should be created and preserved within the Lynn Creek Town Centre (see adjacent map from the Guidelines). The proposed development forms a key part within the Town Centre core of Lynn Creek.

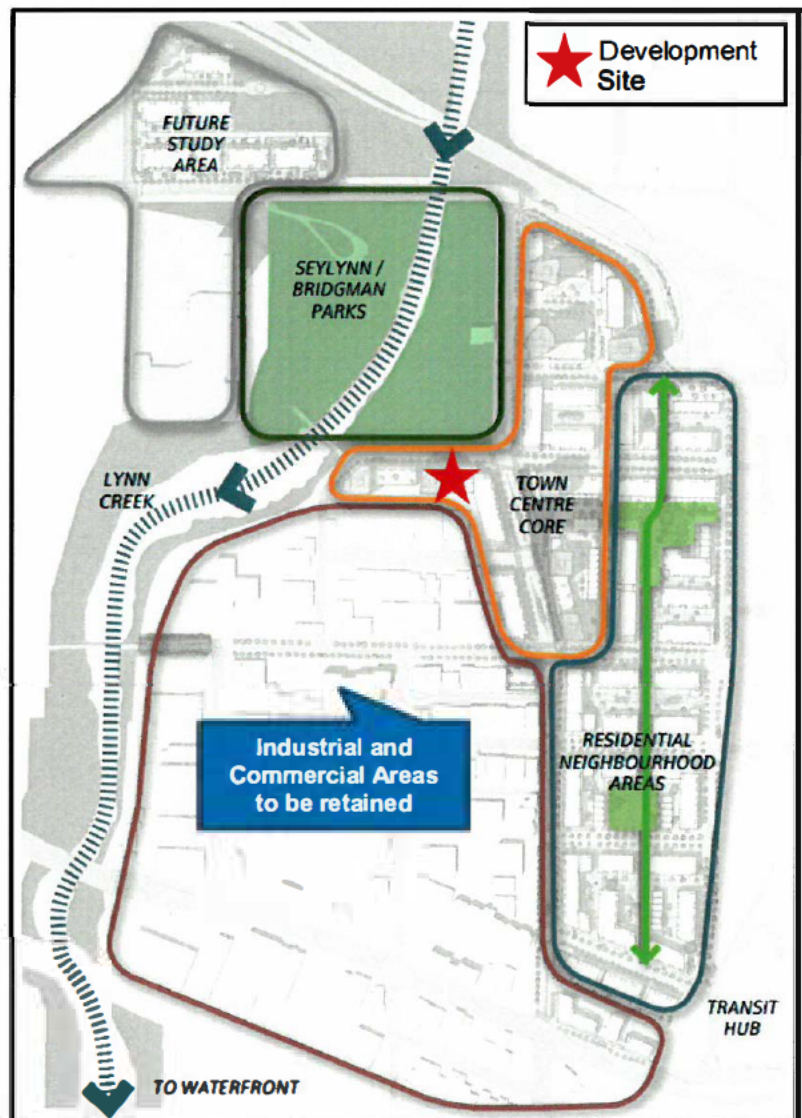
Overall, the OCP aims to concentrate 75% - 90% of future development within key centres. Growth within the centres will allow for protection of the natural environment, decrease car dependency and generally promote more compact communities.

While acknowledging that industrial land use changes should occur, the OCP also supports protection and growth of industrial (employment) lands and opportunities. This is envisioned to be achieved through intensification of existing industrial lands and more significantly through the development of the Maplewood Village Plan.

### **Industrial Land Use Challenges:**

In November 2016 and February 2017 Council held workshops to discuss industrial land use change. Through these discussions four key opportunities were discussed to encourage industrial land development and assist these businesses impacted by change. These included Temporary Use Permits (approved by Council in 2017), to enable flexibility to adapt to short term needs; tenant relocation assistance as described in this report; supporting long term business development through the North Vancouver Economic Partnership; and Industrial growth and intensification in Maplewood.

The following bullet points identify some significant aspects of industrial land use challenges and opportunities within the District:



- From 2011 to 2016, the District saw a net reduction of 12 businesses and 6.82 acres of industrial land.
- With the current application, the District would see a further net reduction of 13 businesses and 2.10 acres of industrial land.
- However, should Council support the Maplewood Community Plan, there will be a net increase of approximately 130\* businesses and 36 acres of light-industrial mixed use, and light-industrial artisan employment lands (which represents an overall increase in industrial lands, and employment opportunities).
- These opportunities will help the District realize the OCP 2030 targets of increasing built employment lands by thirty-three percent, and the total number of jobs to 36,000.

\* Estimated number of businesses based on ratio of 3.3 businesses per acre (Lynn Tern East area example)

### **PROJECT DESCRIPTION:**

The development project includes a new public community centre (approximately 28,000 sq. ft.) and 326 residential units as follows:

- 2 residential towers, 27 and 16 storeys in height, containing 314 apartment units;
- a 4 storey building, between the two towers, containing 12 townhouse units; and
- a 3 storey community centre at the corner of Hunter Street and Mountain Highway.

The proposed community centre is approximately 28,000 sq. ft. and will include a childcare facility (with outdoor playground), multipurpose rooms (which can be used by a multitude of user groups), a large gymnasium, expansive public foyer and outdoor entrance plaza. A multitude of project renderings, elevations and floor plans are attached within Attachment A.

Additional design information will be provided for Council's consideration at the Development Permit stage should the rezoning proceed.





A community needs assessment in conjunction with input from North Vancouver Recreation and Culture Commission and Social Planning informed the design of the community centre. The rendering on the previous page provides a general indication of the massing and architectural expression being pursued on the corner of Mountain Highway and Hunter Street. The community centre will sit on its own Air Space Parcel and will be owned and operated by the District.



The plan above indicates the general siting of the proposed buildings. The community centre is located at the corner of Mountain Highway and Hunter Street to take advantage of the optimal civic location within the heart of the Lynn Creek Town Centre. The proposal has the taller residential building located on the west end of the site.

A Floor Space Ratio (FSR) of 3.5 is proposed within the 2 towers and townhouse buildings; the 3.5 FSR excludes the community centre floor space. This density is consistent with the OCP and Implementation Plan as the gross density is achieved with this amenity.

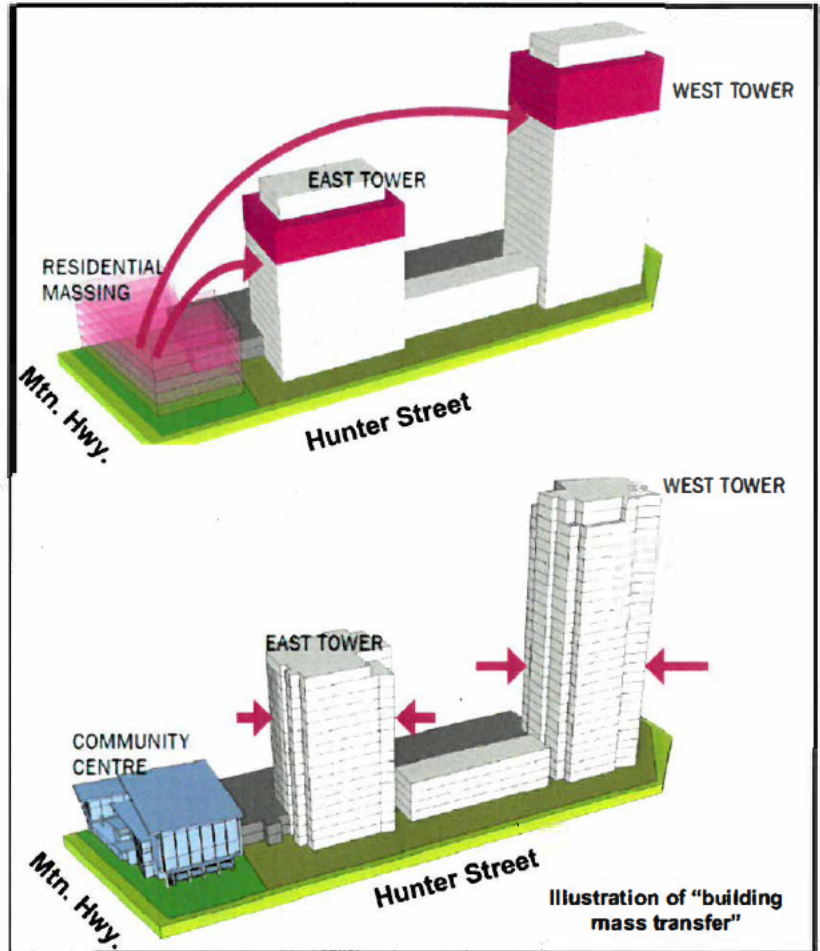
### **Height and Massing:**

The Lynn Creek Implementation Plan indicates the approximate heights and general siting of buildings on the development site and others within the heart of Lynn Creek Town Centre. The “height and location map” within the implementation plan indicates two towers (20 and 12 stories) connected by a low rise residential building with a 6 storey residential building on Mountain Highway. The map indicates the taller tower would be located on the west end of the site.



The community centre was slated to be located underneath residential units along Hunter Street and a 6 storey residential building was envisioned on Mountain Highway. For operational, functional, visibility and community connectivity purposes it was determined that the community centre should be located on Mountain Highway.

The adjacent image illustrates the “building mass transfer”. By accommodating the Community Centre on Mountain Highway there will be better street presence to the community facility from all sides (Seylynn Park and the Mountain Highway “high street”), a stronger connection to the main plaza on the east side of Mountain Highway along with operational benefits of a separate functioning civic building on its own parcel which only connects to the residential portion of the development for functional parking access.



The advantages to having the community centre on Mountain Highway necessitated the residential components being located further west on Hunter Street. This “building mass transfer” has resulted in towers which are taller than those envisioned in the approximate height and location map (from 20 and 12 storeys in height to 27 and 16 storeys in height)

The 326 units range in size from studio apartments at approximately 450 sq. ft. (including one ground floor “micro-suite” at 280 sq. ft.) to 1,660 sq. ft. (townhouse units). The mix of bedroom types and associated number of units is outlined below:

Unit Type	Number of Units	Percent
Studio	4	1%
1 Bedroom	111	34%
2 Bedroom	198	61%
3 Bedroom	13	4%

The siting and the height gradient of the buildings creates a civic area to the east which transitions to a residential character moving westward along Hunter Street. The two taller buildings ‘book-end’ the townhouse building which creates a more pedestrian street presence between the towers and fronting Seylynn Park.

As seen in the rendered images, the residential buildings combine slightly contrasting metal panel cladding and painted concrete to emphasize slim, vertical proportions. The townhouse building creates unity between the buildings yet maintains a similar architectural expression. The development aims to fit within the character of a growing town centre while complementing the design of buildings already constructed in the vicinity.



### **Advisory Design Panel**

The development proposal was considered by the Advisory Design Panel (ADP) on October 13, 2016 and the panel recommended approval of the project. Design revisions resulting from staff and ADP review will be identified in the Development Permit report should the rezoning proceed. Design revisions for the Community Centre have evolved in order to inform the Phased Development Agreement.

### **DEVELOPMENT PERMIT AREAS:**

The development site is currently within the following Development Permit Areas:

- Form and Character;
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Creek Hazard.

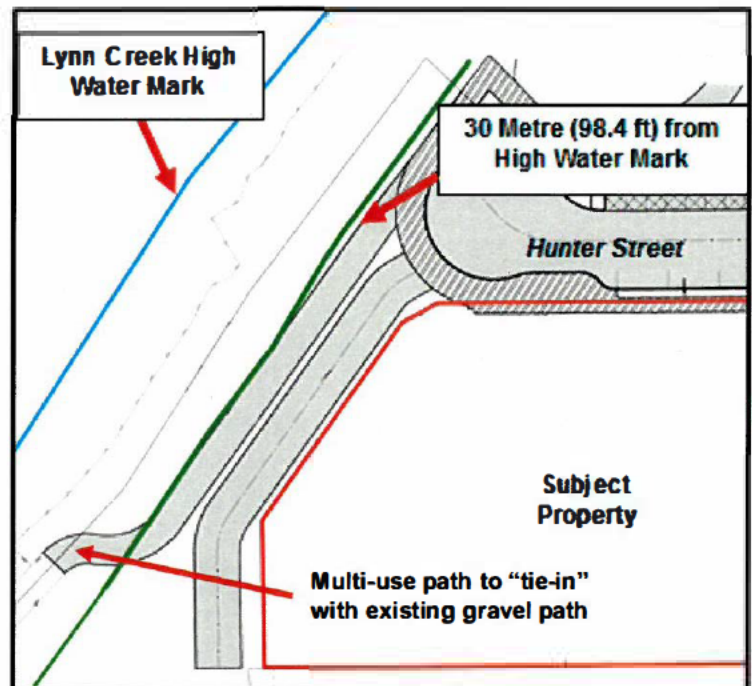
In addition, the construction of a river-front trail and roadworks west of the development prompts the requirement for an off-site DP for Streamside Protection to ensure the protection and improvement of the riparian area adjacent to Lynn Creek.

The following sections outline the primary aspect of the Development Permit Area (DPA) guidelines:



**a) Streamside Protection**

The developer's environmental consultant submitted a streamside protection assessment report to establish the riparian area and to determine the mitigation and enhancement measures to be implemented by the developer as part of the riverfront trail. As Hunter Street is currently encroaching into the riparian area of Lynn Creek, the development will implement expansion of the off-site riparian area on the west side of the development and provide for removal of invasive plant species / hazard trees and provide enhancements and plantings to the riparian area in order to improve the area.



In order to comply with riparian policies outlined within the OCP, the development is located outside the streamside protected area and the path and road works maintain a setback of 30 metres (98.4 ft) from the high water mark of Lynn Creek (see above map). This has been reviewed in accordance with a Riparian Areas Regulation Report submitted by developer's environmental consultant. The Environmental Department supports this proposal.

**b) Form and Character – Multi-Family Housing**

The proposal is in keeping with the Official Community Plan "Design Guidelines for Multi-Family Housing" as well as the "Lynn Creek Public Realm Guidelines". Further discussion outlining the project's compliance with the Form and Character Design Guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning proceed.

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

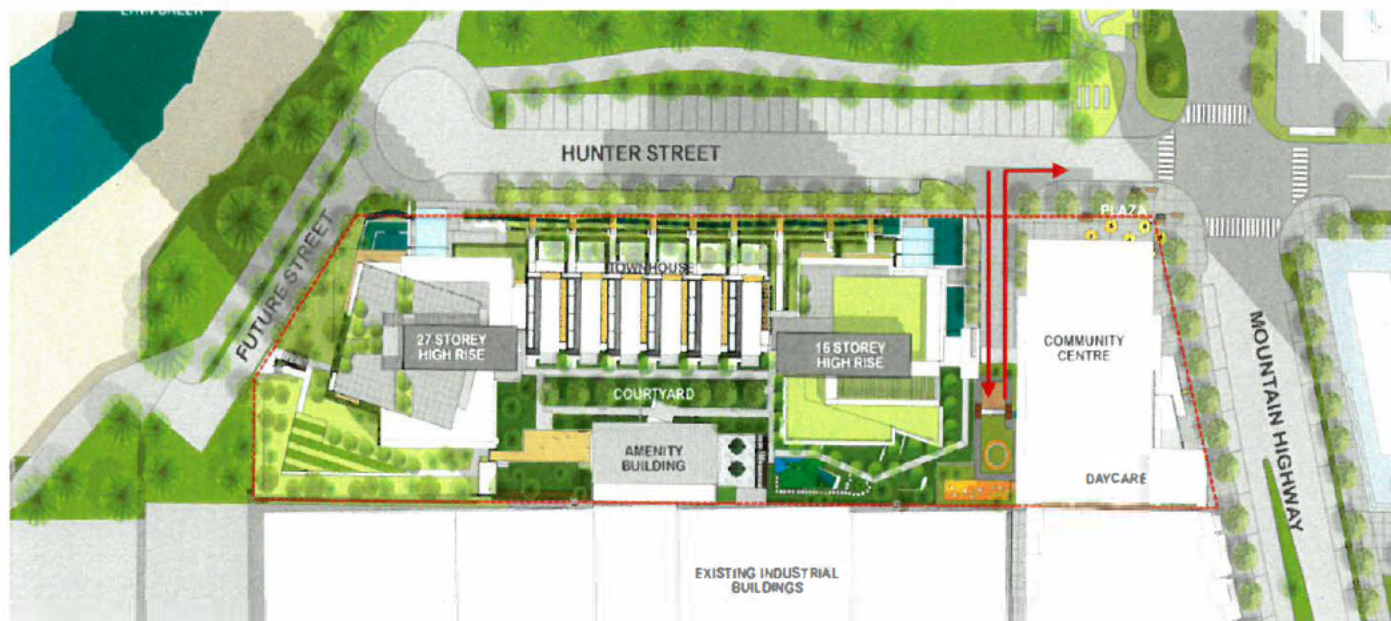
Compliance with the Green Building Strategy is mandatory given the need for rezoning. The development must be constructed to meet the equivalent of a "Gold" standard of any certified sustainability program available in British Columbia or other relevant standard which the province mandates. The applicant is proposing a green building Gold standard which will be secured by covenant through the development process.

**d) Creek Hazard**

Given the site's close proximity to Lynn Creek it is included within the Development Permit Area for Creek Hazard. The applicant's hydraulic engineer has submitted a flood hazard report that details the flood construction level (FCL) and notes that no habitable space and mechanical or electrical equipment may be installed below the FCL. The District's Manager for Public Safety has reviewed and accepted the report. The proposal is designed to meet the FCL identified by the consultant and flood protection requirements will be secured by covenant.

**Vehicle Parking and Bicycle Storage**

The parking area is accessed on the west side of the community centre along Hunter Street (see arrows within site plan below) and is provided on four levels of parking. There are two



underground levels of parking which span the site plus parking at ground level and on the second storey underneath the residential portion of the development. The ground level and above grade parking is wrapped by buildings so not visible from either Mountain Highway or Hunter Street.

A minimum of 438 parking stalls shall be provided on-site and be allocated as outlined in the following table:

Required Vehicle Parking	Number of stalls	Breakdown (approx.)
Residential	356 (in non-tandem formation)	1.1 stalls per unit
Visitor	33 (in non-tandem formation)	0.1 stalls per unit
Community Centre	49 (in non-tandem formation)	1 stall for each 53 sq. m. of floor area
Bike Parking/Storage	505	1.55 spaces per unit*



\*18 bike stalls will be available for community centre users

Additionally, 34 tandem parking stalls are proposed (for an aggregate total of 472 parking stalls); these tandem stalls are allocated for residential use only. CD 103 also stipulates that the total number of parking stalls shall not exceed 480 stalls.

The required boulevard and sidewalk improvements on the south side of Hunter Street will allow for additional on-street parking and there will be approximately 39 parking stalls provided on the north side of Hunter Street. The parking on the north side of Hunter Street will likely be time duration parking in order to prioritise parking for park users.

Of the total 505 bike stalls, 421 are Class 1 stalls (secure bike spaces) within the parkade areas for residential use; 6 secure bike spaces are for community centre users. There will be another 66 Class 2 stalls (bike racks within unsecured areas) for residential use and 12 Class 2 stalls for community centre users.

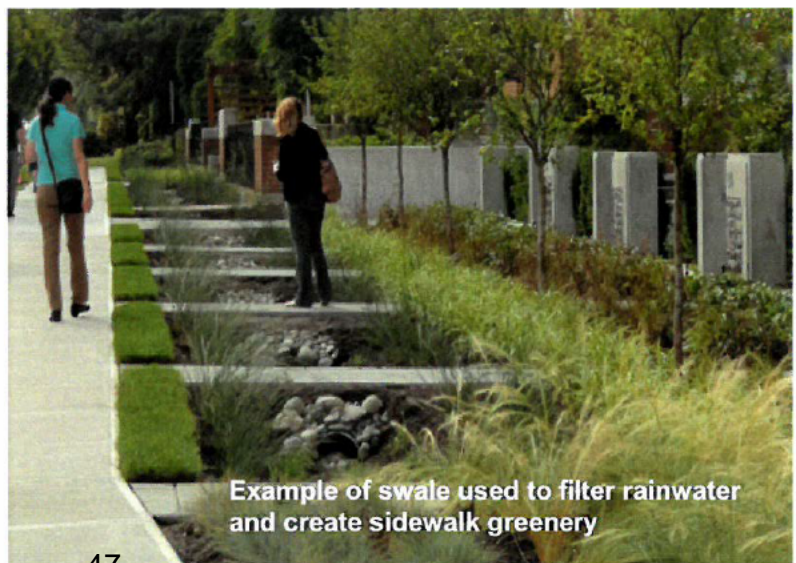
Given the location in the heart of the Lynn Creek Town Centre which is well served by transit, the CD 103 zone includes both a minimum and maximum residential parking allowance so that the site will strike a balance and not provide too much residential parking. The zone also requires bicycle parking as described above.

The Lower Lynn Town Centre Implementation Plan includes policies to support parking at 1.2 parking spaces for apartments (including visitors) and policies to support modal shift to alternatives such as bike, transit, or car share programs. The developer will be implementing Transportation Demand Management (TDM) measures (which will be covered later in this report).

The parking proposed within the project is supported by the Lower Lynn Town Centre Implementation Plan and the Transportation Demand Management measures which will be secured through the development covenant.

### **Onsite Landscaping**

The landscaping on site is designed to be low maintenance and feature native plantings in accordance with the Lynn Creek Public Realm Guidelines. The onsite landscape design incorporates a water feature which mimics aspects of Lynn Creek while acting as a stormwater management feature to clean and filter stormwater from the development (see adjacent example).





A boulevard with street trees will be provided along the south side of Hunter Street. The sidewalk will work in conjunction with the boulevard and onsite water features to create a pedestrian friendly environment.

The development provides a large public plaza on the corner of Mountain Highway and Hunter Street (in front of the community centre). The plaza design and materials will follow the design criteria set within the Lynn Creek Public Realm Guidelines and function as a community focal point near the heart of Lynn Creek. The adjacent image indicates the design direction for the public plaza

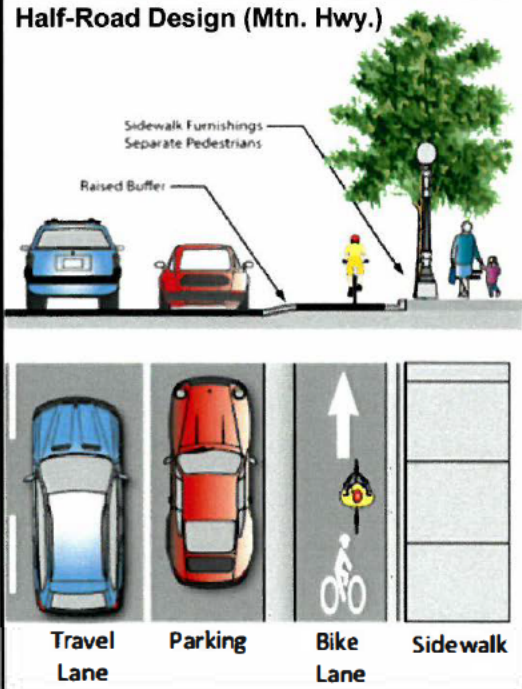


### Off-site improvements

As part of the civil works completed with the development project, the developer will be providing road improvements along Mountain Highway which will provide separated bike lanes for safer bicycle passage for all ages and abilities. The bicycle infrastructure encourages cycling as a mode of transportation for local and regional commuter trips and provides improved recreational opportunities and alternative transportation options.

The adjacent image illustrates the separation of the bike lanes from the roadway and the proper separation of bicycles and pedestrians within the streetscape. The developer will also provide an

**Half-Road Design (Mtn. Hwy.)**



all-weather bus shelter near the southeast corner of Seylynn Park which will benefit transit users in the area.

Improving cycling facilities not only helps minimize conflicts between cyclists and other vehicles, but also encourages an increase to the number of bicycle trips made. Additional benefits to improving the cycling infrastructure includes improvements to the overall health of the community.

The developer is responsible for the entire reconstruction of Hunter Street west of Mountain Highway. The upgrades include new asphalt surfacing, concrete sidewalks, street trees, parking, curbs, gutters, and lighting along Hunter Street.

Further infrastructure provided by the developer will include a rain garden within Seylynn Park along the northern edge of Hunter Street. The rain garden is a planted area that allows rainwater runoff, from the impervious roadway, the opportunity to be absorbed. This reduces rain runoff by allowing stormwater to soak into the ground (as opposed to flowing directly into storm drains).

There will be perpendicular parking provided on the south side of Seylynn Park which will provide approximately 39 parking stalls for park users. This parking will likely become time duration parking in order to prioritize park users and to discourage prolonged parking from non-park users.

### **Accessibility**

In response to the District's "Accessible Design Policy for Multi-Family Housing", as part of the development permit process, the applicant will submit a checklist which identifies how the development attains the requirements of the policy. The proposal exceeds the policy with 100% of the units within the towers providing "basic accessible design elements" and at least 22 units (representing 6% of the units) will include "enhanced accessible design elements" to provide a higher level accessibility.

### **Strata Rental Protection Policy**

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units on a month-to-month basis. Bylaw 8216 (Attachment C) authorizes a Housing Agreement to implement this policy.

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

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



In summary, the CTMP will aim to minimize any disruptions to Mountain Highway and utilize Hunter Street for on-street tradesperson parking and staging of large trucks or cranes. With oversight from staff, the developer will ensure the following aspects of the CTMP:

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

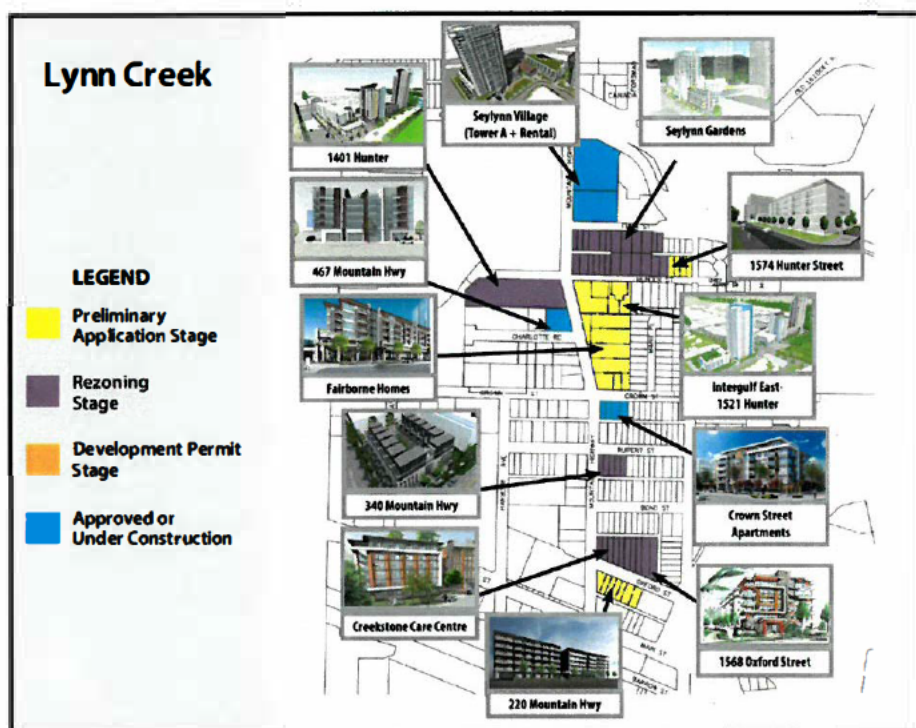
Seylynn Park users will be able to park within the existing parking lot provided (within the park accessed from Mtn. Highway). The adjacent map indicates the development site in relation to other approved construction projects and potential development projects in the area.

### **Vehicle Traffic Generation & Transportation Demand Management:**

#### *Vehicle Traffic Generation:*

The developer's traffic engineer has submitted a traffic analysis report which identifies the potential traffic generated from the development and in the area to 2030. The report provides a comprehensive review of Lynn Creek assuming densities as outlined in the OCP. The development (including the community centre) is forecast to

generate approximately 141 vehicle trips per hour in the "AM Peak Hour" and 150 vehicle trips per hour in the "PM Peak Hour" which equals 2.5 cars per minute in the PM peak. The report concludes that the proposed traffic will function at an acceptable level with the addition of this development in conjunction with a signalized intersection. The developer is installing a signalized intersection at this location as well as dedicated turning lanes to separate





through traffic from traffic coming to this site. The roadway improvements will ensure efficient vehicle movements through the intersection and most importantly Mountain Highway.

The Traffic Engineering Department has reviewed the traffic analysis report and finds that the development will not unduly affect traffic within the Lynn Creek area. In addition the developer will provide a post-development traffic and parking analysis report secured through the development covenant.

*Transportation Demand Management:*

The applicant's traffic engineer, in consultation with District staff, has proposed the following TDM measures (which will be implemented as part of the development):

*Car Share:*

- Two Car Share stalls in visible and publicly accessible areas for three years.

*Transit:*

- One six-month two-zone transit pass to new residents upon move-in for every parking space reduced from a ratio of 2 stalls per unit (approximately 262 transit passes);
- The development is within close proximity to Phibbs Exchange.
- Design and construction of the bus stop on Mountain Highway southbound, north of Hunter Street to include passenger landing pad, wheelchair pad, bus shelter, bench.

*Bicycle Infrastructure:*

- 505 parking stalls for bicycles (1.55 stalls per unit).
- A bicycle repair station for the residential portion of the development.
- Bicycle maps and wayfinding signage onsite.
- Provision of cycling infrastructure (separate bike lanes) to promote bicycling as a viable transportation alternative to the car.

*Walking:*

- Construction of a multi-use path on the west side of the development that will link into the planned multi-use paths within Seylynn Park and tie-in to the existing trail west of the District's Operations Centre to Hunter Street to improve walking opportunities.
- Intersection improvements (intersection lights) at Mountain Highway and Hunter Street which improve pedestrian safety.

*Parking Management:*

- The reduced number of parking stalls provided is the strongest tool to reduce car use.
- A maximum number of parking stalls is included in the bylaw.

*TDM Marketing and Promotion:*

- Resident Travel Planning Information: A "welcome" brochure with an information package on sustainable transportation choices to be provided to residents before move in and also posted in common areas.

- Prepare marketing materials to attract residents who want a car-free lifestyle.
- The developer will work with the future strata to monitor and evaluate TDM measures and provide the District with multi-modal post-occupancy survey results at the end of the first and third years after occupancy; completion of the survey will be ensured through bonding.

The above TDM measures are acceptable to the District's development transportation engineer and warrant the proposed parking. The TDM measures will work in conjunction to reduce the need for parking and reduce the number of vehicle trips generated from the development.

### **Public Input:**

The applicant held a facilitated Public Information Meeting (PIM) on October 6, 2016. The meeting was attended by approximately 35-40 members of the public. A summary of the discussion at the PIM is attached as Attachment E. Comments include:

- Traffic, transit and parking in the area;
- Questions regarding unit mix, types and sizes for a variety of ages;
- Transition to light industrial properties in the area;
- Support for proposed community centre and associated child care facility;
- Questions relating to future of Seylynn Park;
- Questions regarding project timelines; and
- Questions regarding accessibility measures and landscaping within the development and within the public plaza.

### **REZONING BYLAW 8215 AND ADJACENT LIGHT INDUSTRIAL USES**

To implement this project, Bylaw 8215 (Attachment B) creates a new Comprehensive Development Zone 103 (CD103). This new zone establishes (among other aspects) allowable uses, minimum setbacks, maximum number of storeys and heights of all buildings, required parking, minimum acoustic measures, and allowable density attributable to the entire development site.

Rezoning Bylaw 8215 also includes language to ensure that the residential use does not impact allowable uses on I3 zoned land within 50 metres (154 ft.) of the development site.

### **ACOUSTIC REGULATIONS AND NUISANCE COVENANT**

The CD103 zone includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units where units front a roadway. The application will be required to meet these requirements.

As a further assurance, to reduce potential conflicts between residential and nearby light industrial uses, the property will have a covenant registered on title which would further notify

potential purchasers of potential nearby noise that could be created by light industrial uses in the area during conventional business hours.

### **COMMUNITY AMENITY CONTRIBUTION – LYNN CREEK COMMUNITY CENTRE**

The subject property requires rezoning and in association with the rezoning a Community Amenity Contribution (CAC) has been negotiated at \$8,300,000. As this site is the preferred location for the Lynn Creek Community Centre and associated plaza, the CAC negotiation results in the developer constructing the shell of the Lynn Creek Community Centre and plaza. The developer will transfer to the District ownership of an air space parcel containing the community centre shell, plaza and associated underground parking stalls after completion of construction.

The estimated construction cost for the community centre shell, plaza and parking stalls exceeds what would have been the cash value of the CAC. As a result, it is proposed that the District pay \$2.5 million to the Developer as part of the consideration for the transfer of the community air space parcel; this payment is fixed. If the actual cost incurred by the developer to construct the community centre shell, plaza and parking exceeds the cash payment plus the cash value of the CAC then the excess will be paid by the developer. If the actual cost is less than the cash payment plus the cash value of the CAC then the developer will keep the difference. In this way the construction risk stays with the developer. The District's cash contribution of \$2.5 million is available in the infrastructure reserve. The District will provide the \$2.5 million in two instalments: 50% when the community centre air space parcel is transferred to the District, and 50% when the community centre is opened to the public after interior finishing/fit out by the District. Warranty, deficiency and builders lien holdbacks will be retained by the District. The Phased Development Agreement (Attachment D) outlines the legal framework to obtain delivery of this amenity. The developer will provide a letter of credit of \$8,300,000 to secure construction of the community centre shell, plaza and parking stalls in accordance with the Phased Development Agreement.

The interior finishing of the Community Centre is estimated at \$4,500,000.00 to complete. These funds will be provided through a combination of infrastructure reserve (set aside for replacement of Seylynn Hall) and Community Amenity Contributions provided through other development projects in Lynn Creek Town Centre.

### **PHASED DEVELOPMENT AGREEMENT**

The *Local Government Act* enables local governments to enter into a "Phased Development Agreement" (PDA) with developers. PDAs must be adopted by bylaw following a public hearing and include terms and conditions agreed to by the local government and the developer. In this instance, the PDA ensures the developer will build the Community Centre shell, plaza and parking stalls in accordance with detailed plans and specifications to be approved before a building permit is issued for the developer's proposed development. The District will also be taking security from the developer, which the District will be entitled to

draw upon in the event that the developer fails to meet its community centre shell design, construction and transfer obligations.

This approach was also used for the delivery of the affordable rental building at Seylynn Village and the community centre at the Larco project in Lions Gate and staff have found the approach has worked well in circumstances such as these. The PDA approach is appropriate in this circumstance given the delivery of the Lynn Creek Community Centre shell, plaza and parking.

### **CONCURRENCE:**

The project has been reviewed by the following departments:

Engineering and Transportation Department: The development application has been reviewed in context of District infrastructure. The developer will be required to address all onsite and offsite infrastructure upgrades (i.e. water, sanitary, storm sewer, road improvements etc.) for this development application. Necessary onsite and offsite works will be ensured through a "Development Servicing Agreement" which is required prior to Building Permit issuance.

Finance Department: The development application, and the associated financial pieces, has been reviewed. The Phased Development Agreement will ensure delivery of the community centre shell to the District and the financial aspects to complete a "turn-key" Lynn Creek Community Centre will be addressed through a combination of infrastructure reserve and subsequent CACs.

North Vancouver Recreation Commission: The Lynn Creek Community Centre has been reviewed by NVRC and the design has been revised to reflect operator requirements.

Facilities Management: The development proposal, and the associated Lynn Creek Community Centre, has been reviewed. The proposed Lynn Creek Community Centre is needed for the area and the final aspects of the exterior design and interior functionality of the community centre will be addressed as part of the Development Permit process.

Parks Department: The development application, and the associated offsite works, has been reviewed. The development proposal addresses Seylynn Park and provides off-site upgrades in conjunction with the Park plan.

Miscellaneous: The following departments reviewed the development proposal and each concur the development may proceed to consideration by Council: Building; Legal; Environmental Protection; Urban Design Planning; Real Estate and Properties; Public Art; and Fire Prevention.

### **Industrial Impact and Tenant Relocation Strategy:**

The site currently has 4,982 sq. m. (53,626 sq. ft.) of floor space divided into 30 industrial tenancy spaces. Of those units, 14 are currently vacant and 16 units are currently occupied by 13 businesses. The following table provides a summary of tenancy duration:

The 13 businesses onsite have a total of 34 employees (30 full-time and 4 part-time); of those, a total of 10 employees live on the North Shore.

The developer has been working with their tenants to support them in their relocation needs and has submitted a “tenant relocation strategy” (Appendix F). The majority of the uses in the existing tenancies (which are both commercial and industrial uses) are allowable within other commercial zones and the EZLI zone found within the District. As part of the tenant relocation strategy, the developer has assured the following measures:

<b>Tenancy Duration</b>	<b>Number of Units</b>
Less than 1 year	9
Between 1 to 5 years	4
Between 5 to 10 years	3
	<b>Total: 13 Units</b>

- Retain a commercial real estate agent to identify suitable sites which meet the tenancy needs in addition to meeting with tenants;
- 6 months formal notice to all tenants;
- 2 months free rent plus a financial contribution to moving expenses (for 4 businesses there between 1 to 5 years); and
- 3 months free rent plus a financial contribution to moving expenses (for 3 ‘long term’ businesses).

The remaining 9 businesses which have been onsite less than one year are on month to month rental agreements and have entered into their agreements with the understanding of the potential redevelopment plans for the site. They will receive 6 months formal notice.

In addition, the developer has indicated that they have absorbed the increase in property taxes on the site resulting from the increase in land value since 2015.

The above tenant relocation measures are being voluntary provided by the developer to support tenants while they relocate their businesses.

### **Adjacency of Industrial uses:**

The Light Industrial Zone (I3) currently regulates and limits the allowable light industrial uses for I3 zoned properties within 50 metres of a residential use. Bylaw 8215 provides a text amendment to the I3 zone which effectively allows this development proposal to proceed and not affect nearby I3 zoned properties. Essentially the text amendment, specifically excludes the development site from the land use limitations outlined within section 722.1 of the I3 zone (See Attachment B).

**Ministry of Environment – Soil Contamination:**

As industrial uses have occurred on the development site, the Ministry of the Environment (MoE) requires the developer to ensure no harmful substances are present upon redevelopment of the site prior to municipal development approval. The MoE has provided the necessary release in order to facilitate rezoning of the site; however, the MoE will require further site investigations prior to approval of the Development Permit. Staff will provide further information in this regard as part of the Development Permit process should the application advance.

**CONCLUSION:**

This rezoning proposal for a 326 unit residential development with associated community centre is in conformity with the OCP, applicable development permit guidelines and the OCP housing objectives for the Lynn Creek Town Centre. A community centre, adjacent to Seylynn Park and in the heart of Lynn Creek Town Centre will add to the success of the area by providing an indoor community living room in close proximity to parks, trails and plazas. The proposal creates a choice for housing options strategically co-located in close proximity to employment lands within a compact community with infrastructure to encourage walking, biking, and use of transit. Bylaws 8215, 8216 and 8233 are ready for Council consideration.

**OPTIONS:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8215, 8216, and 8233 and refer Bylaw 8215 and 8233 to a Public Hearing (staff recommendation); or
2. Defeat the bylaws at First Reading.



Erik Wilhelm, Development Planner

**Attachments:**

- A. Drawing Reductions and Renderings
- B. Bylaw 8215 – Rezoning Bylaw
- C. Bylaw 8216 – Housing Agreement Bylaw
- D. Bylaw 8233 – Phased Development Agreement Bylaw
- E. Public Information Meeting – Facilitator Summary Report
- F. Industrial Tenant Relocation Strategy

REVIEWED WITH:

- ☐ Sustainable Community Development
- ☐ Development Services
- ☐ Utilities
- ☐ Engineering Operations
- ☐ Parks & Environment
- ☐ Economic Development

REVIEWED WITH:

- ☐ Clerk's Office
- ☐ Corporate Services
- ☐ Communications
- ☐ Finance
- ☐ Fire Services
- ☐ Human resources
- ☐ ITS
- ☐ Solicitor
- ☐ GIS

REVIEWED WITH:

- External Agencies:
- ☐ Library Board
  - ☐ NS Health
  - ☐ RCMP
  - ☐ Recreation Commission
  - ☐ Other: \_\_\_\_\_

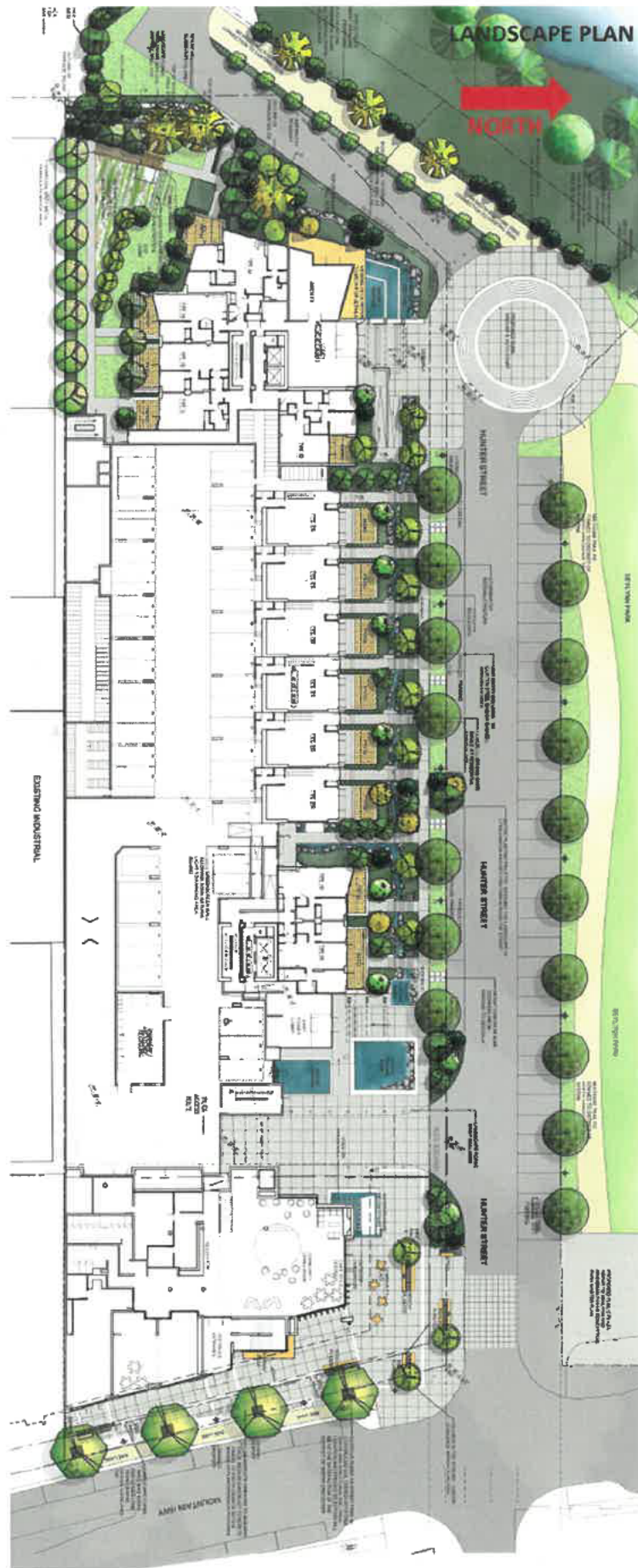
REVIEWED WITH:

- Advisory Committees:
- ☐ \_\_\_\_\_
  - ☐ \_\_\_\_\_
  - ☐ \_\_\_\_\_









## Renderings of Entire Development







**Isometric View – Looking  
Northwards towards Development**



**Isometric View – Looking Southwards (Along Hunter St. with townhouses building in foreground and amenity building in background)**



**Isometric View – Looking Northwards (with Amenity Building in foreground and townhouses in background)**



## Lynn Creek Community Centre (Renderings, Elevations and Floor Plans)



Rendering of Exterior of Gym



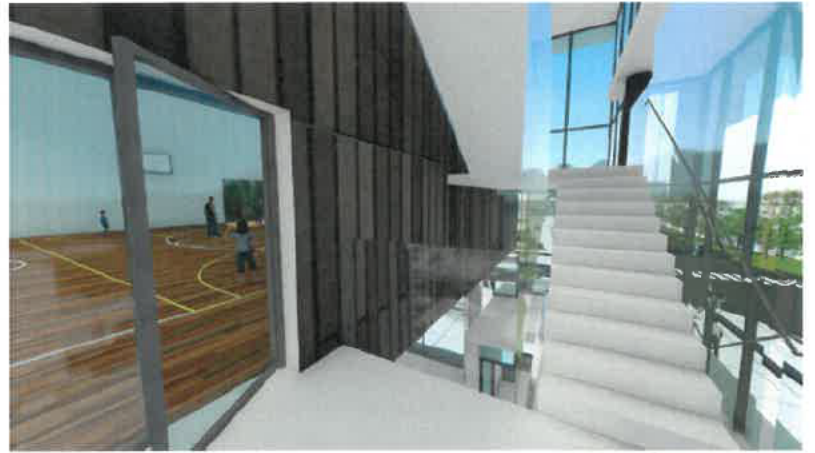
Rendering of Interior Overlook to Gym at Level 3



Rendering of Interior of Gym at Level 2



Rendering of Exterior of Atrium



Rendering of Interior Atrium at Level 2



Rendering of Interior Reception Area



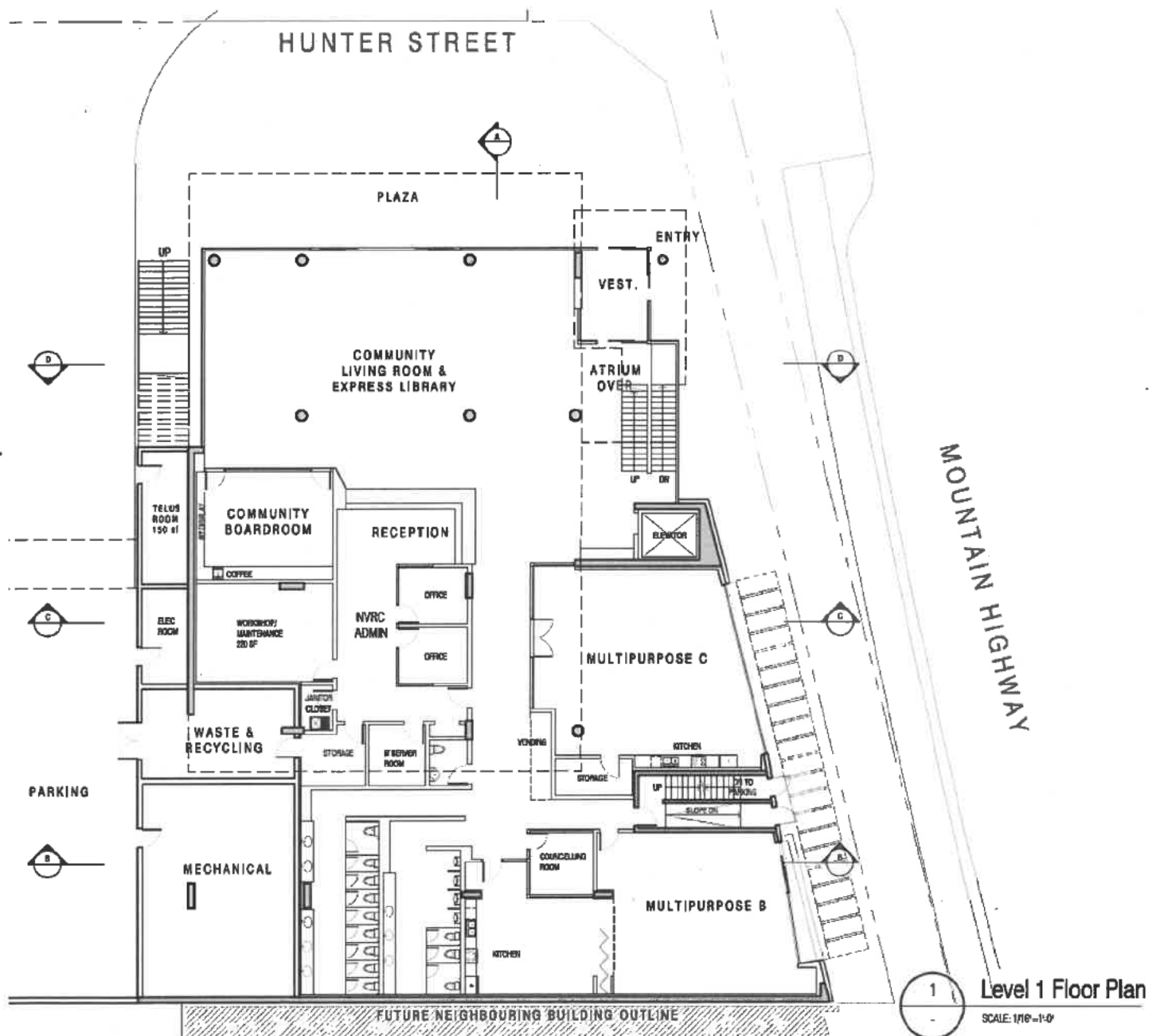
Rendering of Interior Reception Area

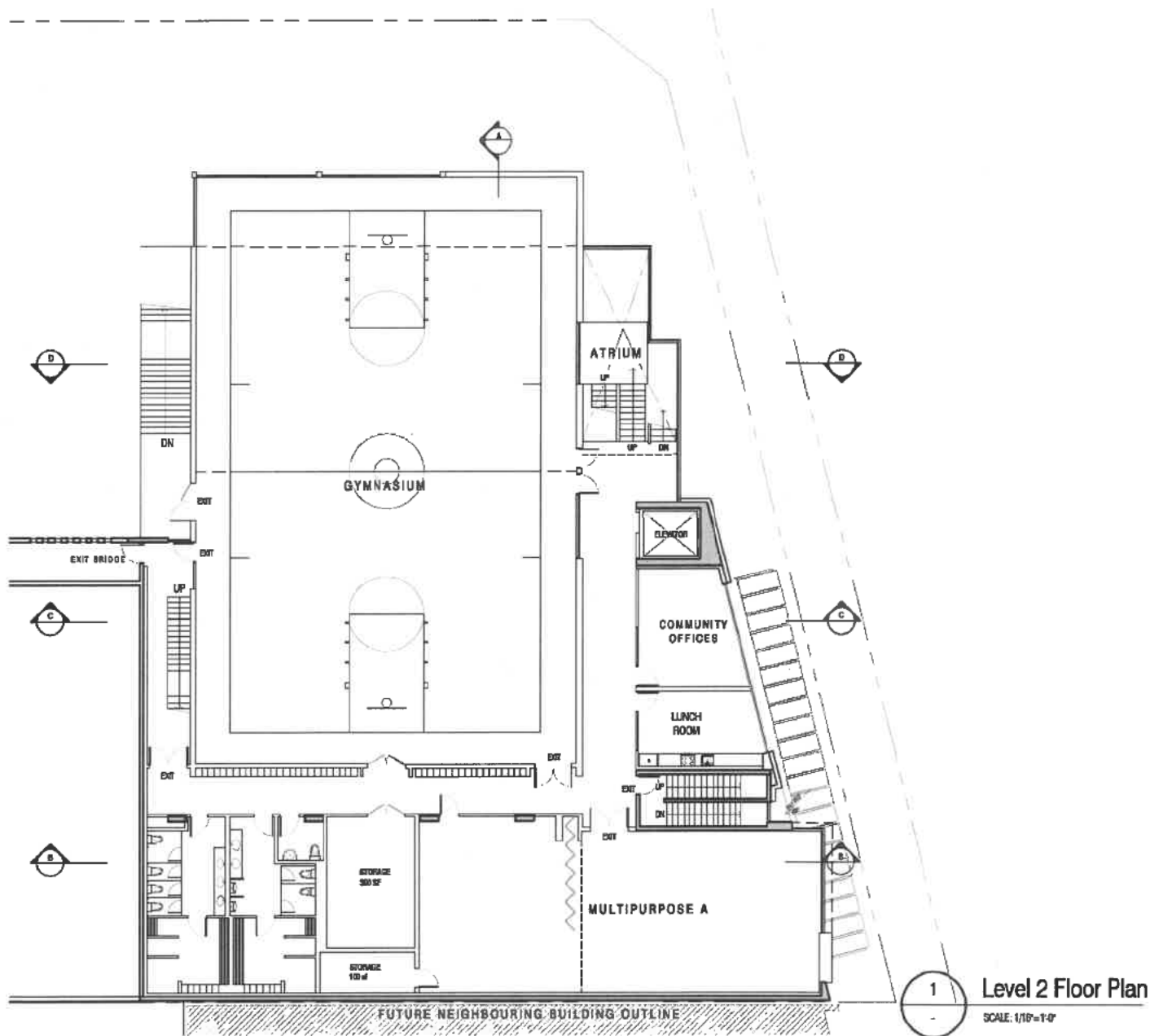


**East Elevation (Looking West from Mtn. Hwy.)**

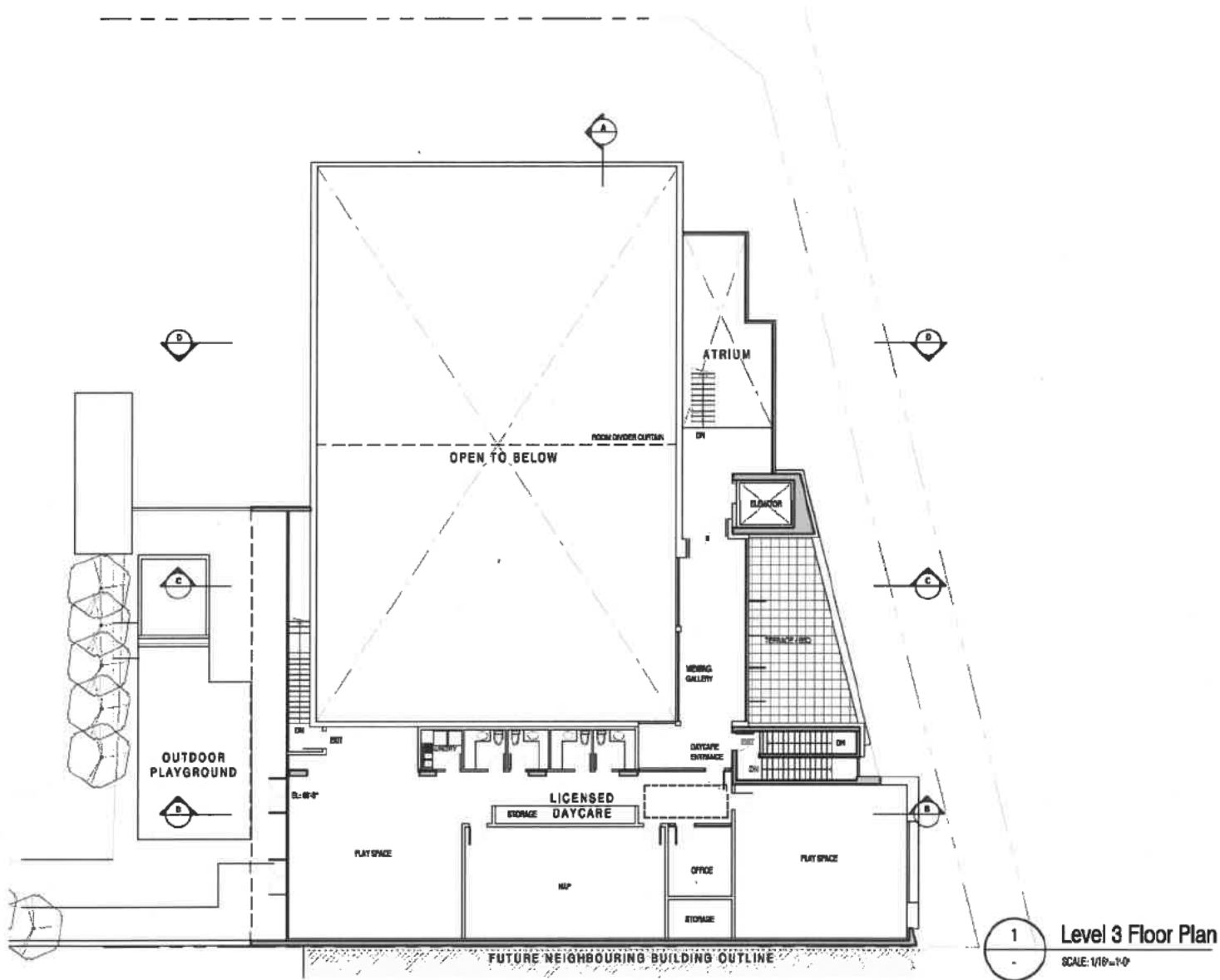


**North Elevation (Looking South from Seylynn Park)**









**The Corporation of the District of North Vancouver****Bylaw 8215**

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 1348 (Bylaw 8215)".

**2. Amendments**

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

2.2 Part 2A by replacing the following:

**"Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67,68 and 69, 79 and 81."**

with:

**"Definitions Applicable to the Employment Zones, Village Commercial Zones, Comprehensive Development Zones 65, 67,68, 69, 79, 81 and 103."**

2.3 Section 301(2) by replacing the following zoning designation:

"Comprehensive Development Zone 11 CD11 (Bylaw 6336)"

with:

"Comprehensive Development Zone 11 CD11 (Bylaw 6336) (Repealed Bylaw 8215)"

2.4 Part 4B by deleting CD11 in its entirety and inserting the following:

**"Section 4B39 Comprehensive Development Zone 11 (CD 11) – Repealed (Bylaw 8215)"**

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

"Comprehensive Development Zone 103                      CD103                      (Bylaw 8215)"

2.6 By inserting a new Section 722.4 as follows:

"The use restrictions in section 722.1 do not apply to properties within 50m (164 ft.) of land zoned CD103"

2.7 Part 4B by inserting the following:

**"4B103 Comprehensive Development Zone 103 (CD103)"**

**4B103-1 Intent:**

The purpose of the CD103 zone is to establish specific land use and development regulations to permit a development of a 27 storey residential building with associated podium townhouse units, and a private amenity building, a 16 storey residential building, and a public recreation/community centre, all with a shared parkade.

**4B103-2 Uses:**

The following *principal uses* are permitted in the Comprehensive Development 103 Zone:

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

- (i) Not Applicable

**(b) Conditional Uses**

- (i) residential use
- (ii) recreation / community centre use

**4B103-3 Conditions of Use:**

- (i) "Residential use" is permitted only within "Area A" as indicated in Schedule C.
- (ii) "Recreation / community centre use" is permitted only within "Area B" as indicated in Schedule C.
- (iii) Development applications in the CD103 Zone will be reviewed in conjunction with the applicable development permit guidelines, any applicable land use covenant, and applicable development guidelines.
- (iv) Balcony enclosures are not permitted.

- (v) Only 5 buildings, as generally identified in Schedule C, are permitted in the CD103 zone.

#### **4B103-4 Accessory Use:**

- (a) *Accessory uses* are permitted and are limited to:
  - (i) Home occupations in accordance with the regulations in Section 405 of this Bylaw;
  - (ii) Retail food services when located within a recreation/community centre and with a maximum 35 seats available for patrons; and
  - (iii) Standalone private amenity building as indicated in Schedule C.

#### **4B103-5 Density:**

- (a) The maximum permitted density in the CD103 Zone is limited to a floor space ratio (FSR) of 1.0 and a maximum number of 30 dwelling units; and
- (b) For the purposes of calculating floor space ratio, the following areas are exempted:
  - i. All areas within any building or structure located in "Area B" as indicated in Schedule C;
  - ii. All area of unenclosed balconies;
  - iii. All area in the common amenity room within Building 1 to a maximum of 62.25 m<sup>2</sup> (670 sq. ft) provided that no part of the said common amenity room is used for the purpose of providing residential accommodation;
  - iv. All areas in the common Amenity Building, as indicated in Attachment C, to a maximum of 252 sq. m. (2,715 sq. ft) provided that no part of the said common amenity building is used for the purpose of providing residential accommodation; and
  - v. All areas of underground and above-ground parking garages, which includes without limitation: parking stalls, drive aisles, electrical/mechanical rooms, garbage and recycling collection areas, bicycle storage areas, and general storage areas.

#### **4B103-6 Amenities:**

Despite subsection 4B103-5(a), density in the CD103 Zone is increased to a maximum of 29,858 m<sup>2</sup> (321,394 sq. ft.) [excluding exempted areas listed in 4B103-5 (b)] and a maximum number of 326 dwelling units if the following amenities are provided:

1. Agreements and security to the satisfaction of the District to ensure that the shell of a public Recreation/Community Centre within Area B as indicated in Schedule C in the CD103 Zone having a gross floor area of not less than 2,601 sq. m. (28,000 sq. ft.) will be constructed, subdivided into its own air space parcel, and transferred in fee simple to the District, all to the satisfaction of the District, and all in strict accordance with the requirements set out in the Phased Development Agreement dated \_\_\_\_\_, authorized by Bylaw 8233, and registered under CA\_\_\_\_\_, and any registered section 219 covenants.
2. A housing agreement and section 219 covenant are registered in favour of the District against all the lands in the CD103 zone requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

**4B103-7 Maximum Principal Building Size:**

Not applicable.

**4B103-8 Setbacks:**

- (a) Buildings must be set back from property lines to the closest building face, excluding unenclosed balconies and any partially exposed underground parking structure, canopies, roof projections according to the following table:

<b>Location</b>	<b>Minimum Required Setback</b>
North Setback (Hunter Street) – Area A	6.1 m (20 ft)
North Setback (Hunter Street) – Area B	5 m (16.4 ft)
South Setback	0 m (0 ft)
West Setback (Area A)	3.9 m (12.8 ft)
East Setback (Mountain Highway) – Area B	0.9 m (2.95 ft)

**4B103-9 Building Orientation:**

Not applicable.

**4B103-10 Building Depth and Width:**

Not applicable.

**4B103-11 Coverage:**

- a) Building Coverage: Buildings and structures shall not occupy more than 80% of the lot within Area A as indicated in Schedule C.

- b) Site Coverage: Buildings, structures, above ground parking spaces, loading spaces, driveways and manoeuvring aisles shall not occupy more than 85% of the lot within Area A as indicated in Schedule C.
- c) Building Coverage and Site coverage are not applicable in Area B as indicated in Schedule C.

#### **4B103-12 Height:**

- a) Notwithstanding the provisions of Section 407, for the purposes of this section, building height shall be measured from the finished grade to the highest point of the roof surface.
- b) The following height exemptions shall apply in the CD103 Zone:
  - (i) Elevator penthouses, heating, cooling, ventilation and mechanical equipment provided they are completely screened and do not extend more than 5.0 metres above the highest point of any roof surface.
- c) The maximum height and maximum number of storeys of buildings and structures in the CD103 zone shall be regulated as follows:
  - (i) The building labelled "Building 1" in Schedule C: 27 storeys and 88.5 m (290 ft.) except that the portion of the Building 1 labelled "Townhouse" may not exceed 4 storeys and 17.68 m (58 ft.)
  - (ii) The building labelled "Building 2" in Schedule C: 16 storeys and 57.5 m (189 ft.)
  - (iii) The building labelled "Community Centre" in Schedule C: 4 storeys and 21.34 m (70 ft.).
  - (iv) The building labelled "Amenity Building" in Schedule C: 1 storey (measured from the courtyard on Level 3), 6.9 m (22.5 ft.) and shall not exceed 252 sq. m. (2,715 sq. ft.).

#### **4B103-13 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

#### **4B103-14 Landscaping:**

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

#### **4B103-15 Subdivision Requirements**

Not applicable.

#### **4B103-16 Additional Accessory Structure Regulations**

Not applicable.

#### **4B103-17 Parking and Loading Regulations:**

- (a) A minimum of 438 parking stalls shall be provided on-site and be allocated as outlined in the following table:

Required Vehicle Parking	Number of stalls
Residential	356 (in non-tandem formation)
Visitor	33 (in non-tandem formation)
Community Centre	49 (in non-tandem formation)

- (b) Any tandem formation parking stalls provided on-site shall be allocated for residential use only;
- (c) The total number of aggregate parking stalls shall not exceed 480;
- (d) A minimum of 505 bicycle storage spaces shall be provided onsite and be allocated as outlined in the following table:

Required Bicycle Parking	Number of bicycle storage spaces
Residential – Class 1	421
Community Centre – Class 1	6
Residential – Class 2	66
Community Centre – Class 2	12

- 2.8 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined from Comprehensive Development 11 Zone (CD11) and Light Industrial Zone (I3) to Comprehensive Development 103 Zone (CD103).



2.9 The Siting Area Map section is amended by deleting Plan Section I/2B and replacing it with the attached revised Plan Section I/2B (Schedule B)."

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1348 (Bylaw 8215)" as at Third Reading

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Municipal Clerk

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

**ADOPTED**

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Mayor

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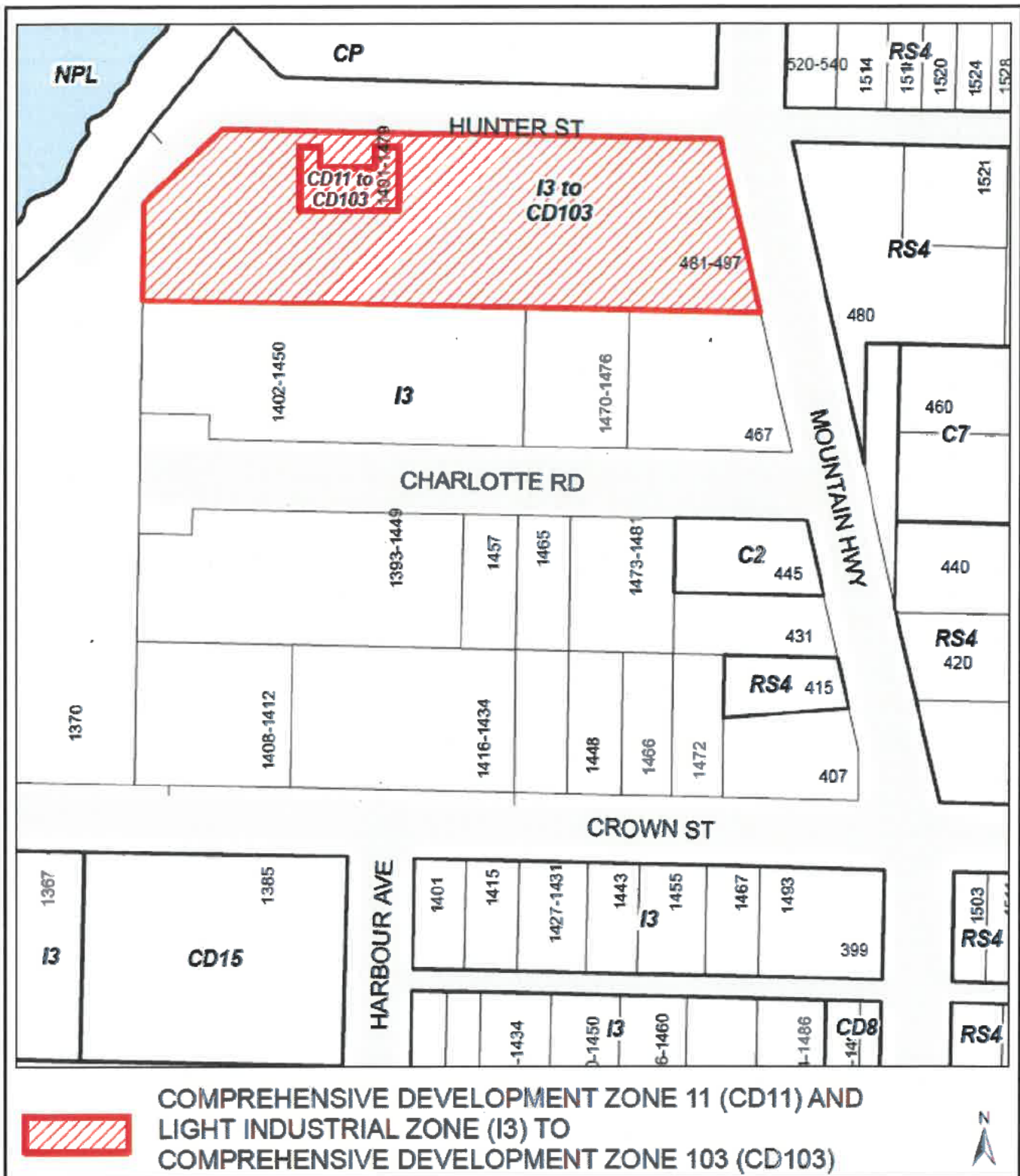
Municipal Clerk

Certified a true copy

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Municipal Clerk

# Schedule A to Bylaw 8215

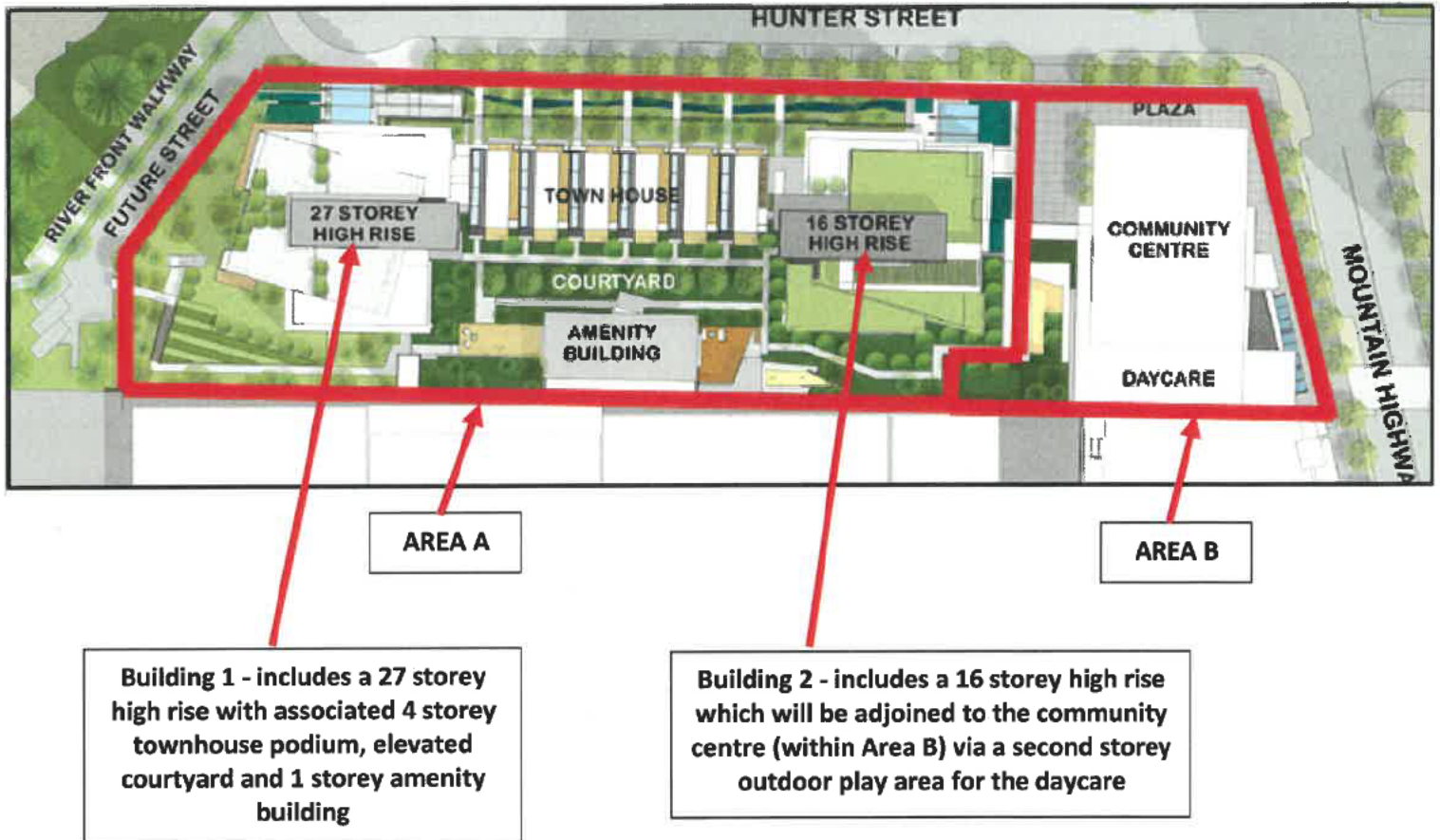


## Schedule B to Bylaw 8215

PLAN SECTION PAGE 1 / 2B



# Schedule C to Bylaw 8215



**The Corporation of the District of North Vancouver****Bylaw 8216****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 8216, 2016 (1401 - 1479 Hunter Street and 481 - 497 Mountain Highway)".

**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 Intergulf Development (Hunter 2) Corp., Inc. No. 1072740 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) 007-989-105 Lot 1 Blocks C and J District Lot 613 Plan 13946

**3. Execution of Documents**

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

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## **Schedule A to Bylaw 8216**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

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

BETWEEN:

**INTERGULF DEVELOPMENT (HUNTER 2) CORP.** (Inc. No. BC1072740) a company incorporated under the laws of the Province of British Columbia having an office at #880 - 700 West Georgia Street, Vancouver, BC V7Y 1B6

(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. 50.16 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 326 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 8216 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

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



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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

### 3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215), 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:

Intergulf Development (Hunter 2) Corp.  
#880 - 700 West Georgia Street  
Vancouver, BC V7Y 1B6

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 8216.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

### GRANT OF PRIORITY

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

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

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

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

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

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

**Bylaw 8233**

**A bylaw to authorize a Phased Development Agreement**

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

**1. Citation**

This bylaw may be cited as "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)".

**2. Phased Development Agreement**

2.1 The Council hereby authorizes a Phased Development Agreement between The Corporation of the District of North Vancouver and Intergulf Development (Hunter 2) Corp., Inc. No. 1072740 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) 007-989-105 Lot 1 Blocks C and J District Lot 613 Plan 13946

**3. Execution of Documents**

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

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

## **PHASED DEVELOPMENT AGREEMENT**

This agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2017 is

BETWEEN:

**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")

AND:

**INTERGULF DEVELOPMENT (HUNTER 2) CORP.** (Inc. No. BC1072740), a British Columbia company with an office at #880 - 700 West Georgia Street, PO Box 10087, Pacific Centre, Vancouver, BC V7Y 1B6

(the "Developer")

WHEREAS:

- A. The Developer is the registered owner of those certain lands and premises situate, lying and being in the District of North Vancouver, in the Province of British Columbia more particularly known and described as PID: 007-989-105 Lot 1 Blocks C and J District Lot 613 Plan 13946 (the "Land");
- B. The Developer has applied to the District for an amendment of the Zoning Bylaw (as defined in this Agreement) to permit the development on the Land of a range of residential and civic and community uses;
- C. The Developer wishes to provide certain amenities and features in the development of the Land, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw (as defined in this Agreement) continue to apply to the Land for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by Bylaw No. 8233, 2017, authorized the execution of this Agreement.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 515 through 522 of the *Local Government Act* as follows:

### **Definitions**

- 1. In this Agreement:
  - (a) "*Air Space Easements and Covenants*" means the easements (reciprocal or otherwise), statutory rights of way, restrictive covenants and section 219 covenants for access, use, operation, repair, replacement, service, maintenance and support in



connection with the Community Centre Air Space Parcel to be registered against title to the Land in connection with and in favour of the Community Centre Air Space Parcel all as required by, and in form and content acceptable to, the District, which said Air Space Easements and Covenants must, among other things, allocate maintenance responsibilities and cost, and risk and liability exposure in a manner acceptable to the District;

- (b) “*Business Day*” means any day other than Saturdays, Sundays or statutory holidays in the Province of British Columbia;
- (c) “*Certificate of Completion*” means the certificate issued by the Developer’s Consultant upon the satisfactory completion of the Works (except any deficiencies that may be completed or remedied after the Community Centre Closing Date pursuant to section 39), which said certificate must be accepted by the District’s Representative pursuant to section 37;
- (d) “*Commencement Date*” has the meaning given to it in section 3;
- (e) “*Community Centre*” means a community centre having a Gross Floor Area of approximately 28,000 square feet to be constructed on the Land in the location shown on the Master Development Plan generally as shown on the sketch plans attached as Schedule “A”;
- (f) “*Community Centre Air Space Parcel*” means:
  - (i) the air space parcel containing the Community Centre, the Community Centre Parking Stalls and the Public Plaza and Mountain Highway Frontage Improvements, which said air space parcel is to be created by deposit of a subdivision plan to subdivide the Land in accordance with this Agreement and the Development Covenant; and
  - (ii) the Air Space Easements and Covenants required by the District, as the ultimate owner of the Community Centre Air Space Parcel, in connection therewith;
- (g) “*Community Centre Closing Date*” means the date that the plan of subdivision is accepted for registration at the LTO creating, among other things, an indefeasible title to the Community Centre Air Space Parcel registered in the name of the Developer;
- (h) “*Community Centre Improvements*” means all building elements (structural and otherwise), equipment and fittings included in:
  - (i) the core and shell of the Community Centre as delineated in the Performance Criteria and Requirements, which said building elements, equipment and fittings are to be constructed by the Developer in accordance with, and within the time stipulated in, this Agreement and the Development Covenant; and

(ii) the Public Plaza and Mountain Highway Frontage Improvements,

as required to meet the Performance Criteria and Requirements, and all as will be more particularly set out in the Detailed Plans and Specifications;

(i) “*Community Centre Parking Stalls*” means:

(i) the portion of level 1 in the Underground Parking Structure located beneath the Community Centre containing sufficient floor area for 41 finished parking stalls and associated drive aisles and ramps substantially as shown on the sketch plan attached hereto as Schedule “B”; and

(ii) 8 surface parking stalls at grade with associated drive aisles and ramps substantially as shown on the sketch plan attached hereto as Schedule “B”,

to be designed and built by the Developer for the District in accordance with, and within the time stipulated in, this Agreement and the Development Covenant, and includes all structural elements, access ramps, utilities and services required for the support and operation of the same, all as required to meet the Performance Criteria and Requirements, and all as will be more particularly set out in the Detailed Plans and Specifications;

(j) “*Community Centre Transfer*” has the meaning given to it in subsection 58(a);

(k) “*Construction Documents*” means the documents forming the contract between the Developer and its contractor for the construction of the Development;

(l) “*Default Notice*” has the meaning given to it in section 5 herein;

(m) “*Deficiencies*” has the meaning given to it in subsection 39(a) herein;

(n) “*Deficiency Holdback*” has the meaning given to it in subsection 39(a) herein;

(o) “*Design*” means the design for the Community Centre Improvements and the Community Centre Parking Stalls consisting of the Performance Criteria and Requirements, the Standards and the Detailed Plans and Specifications;

(p) “*Design Services*” means the professional services for the preparation and completion of the Detailed Plans and Specifications performed by the Developer’s Consultant, and for any required changes to the Detailed Plans and Specifications;

(q) “*Detailed Plans and Specifications*” means the full set of detailed construction drawings and construction specifications for the Works, including architectural, mechanical and electrical systems, materials, and such other elements as may be appropriate having a level of detail and completeness that is typical in drawings and specifications attached to a tender package for the construction of a municipal building, said drawings and specifications to be based on, conform to, and satisfy the Performance Criteria and Requirements and the Standards for all components,

structural and otherwise, of the Community Centre Improvements and the Community Centre Parking Stalls, all to be prepared by the Developer's Consultant for the Developer and accepted by the District in accordance with this Agreement and the Development Covenant, and includes any changes to the plans and specification required or accepted by the District from time to time as set out in this Agreement;

- (r) "*Developer's Consultant*" means \_\_\_\_\_;
- (s) "*Development*" means the development on the Lands substantially as shown on the Master Development Plan;
- (t) "*Development Covenant*" means the covenant under section 219 of the *Land Title Act* dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2017 granted by the Developer to the District and registered at the LTO against the Land under number CA\_\_\_\_\_;
- (u) "*Director*" means the District's General Manager of Planning, Properties and Permits and his or her designate;
- (v) "*District's Representative*" means the District's General Manager of Engineering, Parks and Facilities and his or her designate;
- (w) "*Environmental Laws*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
- (x) "*Gross Floor Area*" means the floor area of the Community Centre measured to the exterior of its walls, but excludes the Community Centre Parking Stalls;
- (y) "*Hazardous Substances*" means contaminants, pollutants, dangerous goods, waste, toxic substances, or hazardous substances as defined in or pursuant to any Environmental Law and coming into existence or migrating to or from the Land or any part or parts thereof;
- (z) "*Land*" has the meaning given to it in recital A;
- (aa) "*Letter of Credit*" has the meaning given to it in section 61 herein;
- (bb) "*LTO*" means the Lower Mainland Land Title Office;
- (cc) "*Master Development Plan*" has the meaning given to it in the Development Covenant;
- (dd) "*Multi Use Path*" means a lighted paved multi use public path adjacent to Lynn Creek having a width for its entire length of at least 4.0 metres, to be designed,

constructed and installed by the Developer in accordance with this Agreement, the Development Covenant and the Servicing Agreement;

- (ee) *“Performance Criteria and Requirements”* means all of the criteria and requirements contained in the document prepared by Bruce Carscadden Architects Inc. entitled “District of North Vancouver – Functional Program and Performance Specifications for Lynn Creek Community Centre” dated May 15, 2017 and all of the final appendices to that document;
- (ff) *“Permitted Charges”* means any reservations, charges or encumbrances included in any grant from the Crown or approved in writing by the Director and any charges or encumbrances required to be granted to the District as a condition of adoption of the Zoning Amendment Bylaw;
- (gg) *“Prime Rate”* means the annual percentage rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as the prime rate;
- (hh) *“Public Plaza and Mountain Highway Frontage Improvements”* means:
  - (i) the public plaza and landscaping at the corner of Mountain Highway and Hunter Street; and
  - (ii) the sidewalk and landscaping along the entire Mountain Highway frontage;;

all as shown on the sketch plan attached as Schedule “C” and all to be constructed on the Lands by the Developer pursuant to this Agreement and the Development Covenant;
- (ii) *“Records”* means all records, documents, and plans which are or ought to be in the possession and control of the Developer pertaining to the Community Centre Improvements and the Community Centre Parking Stalls, and their operation, and includes permits, licences, approvals, survey certificates, plans and specifications, “as-built” drawings, and environmental reports, investigations, assessments and audits;
- (jj) *“Riparian Enhancements and Restoration Works”* has the meaning given to it in the Development Covenant;
- (kk) *“Servicing Agreement”* has the meaning given to it in the Development Covenant;
- (ll) *“Specified Zoning Bylaw Provisions”* means sections 4B103-2 to 4B103-9 of the Zoning Bylaw;
- (mm) *“Standards”* means any and all laws, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications

(including Canadian Standards Association standards) applicable to the Land, the Community Centre and the Community Centre Parking Stalls;

- (nn) *“Total Completion of the Works”* means total completion of all of the Works, except any deficiencies that may be completed or remedied after the Community Centre Closing Date pursuant to section 39, as evidenced by issuance by the Developer’s Consultant and acceptance by the District’s Representative of a Certificate of Completion pursuant to section 37 herein;
- (oo) *“Underground Parking Structure”* means the underground parking structure to be constructed on the Land in accordance with the Master Development Plan;
- (pp) *“Warranties”* means all warranties, guarantees or contractual obligations of third persons which entitle the Developer to any rights against a contractor or supplier engaged in the construction of the Works or any part thereof;
- (qq) *“Warranty Deposit”* has the meaning given to it in section 41 herein;
- (rr) *“Warranty Period”* means the period commencing on the date that is the later of:
  - (i) the Community Centre Closing Date; and
  - (ii) the date that all Deficiencies have been rectified to the satisfaction of the District’s Representative,

and ending the date that is 18 months thereafter; provided, however that if as at such ending date there are any warranty claims outstanding between the District and the Developer, the Warranty Period in respect of each item regarding which a warranty claim remains outstanding will be extended until all claims related to such item have been resolved to the satisfaction of the District;

- (ss) *“Works”* means everything to be constructed and installed by the Developer on the Land pursuant to the Developer’s construction obligations under this Agreement with respect to, and limited to, the Community Centre Improvements and Community Centre Parking Stalls;
- (tt) *“Zoning Amendment Bylaw”* means District of North Vancouver Rezoning Bylaw 1348 (No. 8215, 2017); and
- (uu) *“Zoning Bylaw”* means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as *modified* by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

### **Application of Agreement**

2. This Agreement applies to the Land, including any parcels into which the Land may be subdivided. This Agreement applies to the Land and to no other land.



### **Term of Agreement**

3. The term of this Agreement is 10 years, commencing on the date of execution of this Agreement by both parties (the "Commencement Date"). When this Agreement refers to the "term", it means the duration of this Agreement until expiry or earlier termination.

### **Termination by Agreement**

4. The parties may terminate this Agreement at any time by mutual agreement in writing.

### **Termination for Default**

5. If the Developer does not comply with this Agreement, the District may at its option terminate this Agreement by providing notice of termination in writing to the Developer, provided that the District has, at least two months prior to giving such notice, advised the Developer in writing of any alleged failure to comply (the "Default Notice") and the Developer has not corrected the default to the reasonable satisfaction of the District, or if such default reasonably requires longer than two months to remedy, the Developer has failed to substantially commence remedying such default within two months after receipt of the Default Notice to the reasonable satisfaction of the District or has failed to substantially complete remedying the default within six months after receipt of the Default Notice to the reasonable satisfaction of the District.
6. Despite the preceding section, if the default is one that cannot be remedied by the Developer, the District may give notice of termination at the same time as the Default Notice.
7. For certainty, the following are defaults that cannot be remedied by the Developer:
  - (a) if the Developer makes a general assignment for the benefit of creditors; or
  - (b) if the Developer institutes proceedings to be adjudicated bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against the Developer or files an application or petition or answer or consent seeking re-organization or re-adjustment of the indebtedness of the Developer under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province of Canada relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver or receiver-manager; or
  - (c) if a receiver, interim receiver, receiver manager, trustee, liquidator, or custodian of all or substantially all of the property of the Developer or of the Developer's interest in the Land is appointed or applied for by the Developer or appointed pursuant to an instrument or by order of a court and such appointment or order is not in good faith contested by the Developer; or
  - (d) if a judgment, decree, or order is entered by a court of competent jurisdiction adjudging the Developer a bankrupt or insolvent or subject to the provisions of the

*Bankruptcy and Insolvency Act* or determining that proceedings for re organization, arrangement, adjustment, composition, liquidation, or any similar relief under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province of Canada relating to bankruptcy or insolvency have been properly instituted otherwise than by the Developer, provided that such judgment, decree or order is not in good faith contested by the Developer; or

- (e) if any application or petition or certificate or order is made or granted for the winding-up or dissolution of the Developer, voluntary or otherwise and such appointment or order is not in good faith contested by the Developer.

### **Other Remedies**

8. The parties covenant and agree each with the other that the District's remedies in the event of a default by the Developer under this Agreement include but are not limited to:
  - (a) termination of this Agreement in accordance with section 5;
  - (b) seeking an order for any and all damages suffered by the District as a result of the default;
  - (c) drawing on the Letter of Credit and applying the proceeds on account of damages suffered by the District as a result of the default as set out in subsection 62(b), sections 66 and 67;
  - (d) seeking an order of specific performance with respect to the completion of the Community Centre Improvements and Community Centre Parking Stalls, the creation of the Community Centre Air Space Parcel and the transfer of the Community Centre Air Space Parcel to the District in accordance with this Agreement; and
  - (e) enforcement of any covenants granted by the Developer pursuant to section 219 of the *Land Title Act*.
9. The District may in its sole discretion pursue any of the above remedies singularly or in combination with other remedies.
10. The remedy in subsection 8(a) may be combined by the District with its remedies under subsections 8(b) and 8(c), and for greater certainty these three remedies are cumulative and not exclusive, and the District may from time to time have recourse to one or more of these remedies.
11. The remedies of the District specified in subsections 8(b) to 8(e) are cumulative and in addition to any remedies of the District at law or equity. None of the District's remedies specified in subsections 8(b) to 8(e) will be deemed to be exclusive, and the District may from time to time have recourse to one or more or all of the available remedies specified in this Agreement or at law or equity.

12. The Developer will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 5. The Developer acknowledges and agrees that termination of this Agreement will not in any way affect the validity of the Development Covenant or any of the land use restrictions contained therein all of which continue in full force and effect notwithstanding the expiry or earlier termination of this Agreement.

#### **Bylaw Amendments Not to Apply**

13. For the term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions will not apply to the Land, except:
  - (a) as provided in section 519 of the *Local Government Act* as amended, consolidated, re-enacted or replaced from time to time; or
  - (b) to the extent that the Developer agrees in writing that the amendment or repeal will apply.

#### **Amenities and Features of the Development**

14. The Developer will design and construct the Community Centre Improvements and Community Centre Parking Stalls and will provide security for said obligation all in the time and in the manner set out in this Agreement and in the Development Covenant.
15. The Developer will transfer to the District the fee simple interest in the Community Centre Air Space Parcel in the time and in the manner set out in this Agreement and in the Development Covenant.
16. The Developer will construct and install the Multi Use Path and complete the Riparian Enhancements and Restoration Works and will provide security for said obligations all in the time and in the manner set out in this Agreement, the Development Covenant and the Servicing Agreement.
17. The Developer will ensure that buildings and structures on the Land, including all service infrastructure provided by or on behalf of the Developer, comply with the green building and building accessibility requirements as set out in the Development Covenant.

#### **Design and Construction Covenants - Community Centre Improvements and Community Centre Parking Stalls**

18. The Developer will, all at its sole cost and expense (except to the limited extent set out in sections 19 and 71):
  - (a) design the Community Centre Improvements and Community Centre Parking Stalls to meet or exceed all of the Performance Criteria and Requirements and all prevailing *British Columbia Building Code* requirements and standards and other Standards, and in accordance with this Agreement and the Development Covenant;

- (b) cause to be prepared the Detailed Plans and Specifications under the direction of, and to be sealed under the professional seal of the Developer's Consultant;
- (c) ensure that the Detailed Plans and Specifications satisfy, are based on, and conform to the Performance Criteria and Requirements, the Standards and the requirements of the Development Covenant and this Agreement;
- (d) if required by the District's Representative, cause to be prepared and delivered to the District's Representative reports and professional certifications from the Developer's Consultant with respect to all or any part of the Works or with respect to any one or more of the Performance Criteria and Requirements;
- (e) deliver to the District's Representative for the District's acceptance the Detailed Plans and Specifications immediately upon the Developer's receipt of same from the Developer's Consultant;
- (f) without limiting the land use and occupancy restrictions and prohibitions contained in the Development Covenant, the Developer will not commence the construction of any part of the Development (including the Community Centre Improvements and the Community Centre Parking Stalls) until the Detailed Plans and Specifications have been accepted in writing by the District's Representative, but this prohibition will not apply to any excavation required for said Development, which may proceed prior to said acceptance of the Detailed Plans and Specifications;
- (g) not make any amendments to the Detailed Plans and Specifications after they have been accepted by the District except with the District's prior written approval;
- (h) construct the Works in a good and workmanlike fashion and in strict compliance with the Design, and work diligently and expeditiously to complete the Works within the time specified in the Development Covenant and in section 45 herein;
- (i) subject to section 19, comply with any changes to the Detailed Plans and Specifications required by the District's Representative as necessary to correct any insufficiency, deficiency or engineering gap in the Detailed Plans and Specifications or to meet the Performance Criteria and Requirements and the Standards, all as determined by the District's Representative, acting reasonably;
- (j) keep the District properly and adequately advised of the progress of the Works and of the Development;
- (k) retain at all times a professional engineer or registered architect to act as the Developer's Consultant and to provide competent survey, layout and on-site supervision to ensure that, and to provide written certification satisfactory to the District that, the Community Centre Improvements and the Community Centre Parking Stalls strictly conforms to Detailed Plans and Specifications and to record the details of any field design or construction changes to the Detailed Plans and Specifications and to record all of the geometric information for preparation of "as

constructed" drawings. No works will be covered or trenches backfilled without inspection and approval by the Developer's Consultant and without adequate as-constructed information being obtained, including line and grade of buried works;

- (l) advise the District's Representative of the name and address of the Developer's Consultant and any other professional engineer or architect retained by the Developer and to ensure that such engineers and architects maintains professional liability and errors and omissions insurance of not less than \$2,000,000.00 per occurrence during the term of his or her engagement and general liability insurance of not less than \$5,000,000.00 per occurrence during the term of his or her engagement. The Developer will obtain and provide to the District proof of all such insurance before the Developer commences the construction and installation of the Community Centre Improvements and the Community Centre Parking Stalls; and
- (m) obtain, and maintain in good standing, the Warranties and, to the extent assignable, provide copies of the Warranties to the District concurrently with the Community Centre Transfer.

### **Disputed Changes to Detailed Plans and Specifications**

19. In the event that the Developer:

- (a) disputes the District's Representative's determination that the Detailed Plans and Specifications are insufficient, deficient or contain engineering gaps under subsection 18(i); or
- (b) disputes that a change in the Detailed Plans and Specifications required by the District's Representative is necessary to correct or address any said insufficiency, deficiency or engineering gap or is required to meet the Performance Criteria and Requirements or to meet all prevailing *British Columbia Building Code* requirements and standards and other Standards,

then the Developer, while still required to comply with the required change, may give written notice to the Director disputing the change. The dispute will then be resolved in accordance with sections 77 and 78 herein. If it is ultimately determined that the disputed change is not needed to correct or address insufficiencies, deficiencies or engineering gaps in the Detailed Plans and Specifications or is not required to meet the Performance Criteria and Requirements or to meet all prevailing *British Columbia Building Code* requirements and standards and other Standards, then the verifiable direct out of pocket costs incurred by the Developer in complying with the change will be paid by the District. If it is ultimately determined that the disputed change is needed to correct or address any such insufficiencies, deficiencies or engineering gaps or is required to meet the Performance Criteria and Requirements or to meet all prevailing *British Columbia Building Code* requirements and standards and other Standards then the Developer will be responsible for all costs associated with compliance with the change.

### **Duties and Obligations of Developer's Consultant**

20. The Developer will engage the Developer's Consultant to perform or cause the performance of and to coordinate all the Design Services which will, without limitation, include:
  - (a) the review of the Performance Criteria and Requirements and the Standards and confirm that he or she has all the design information regarding the Development that is required to undertake and perform the Design Services;
  - (b) the review with the District of reasonable alternative approaches to the Design;
  - (c) coordination and consultation with the District and its design team with respect to compliance with the Performance Criteria and Requirements and the Standards;
  - (d) the preparation of Detailed Plans and Specifications that meets the requirements set out in this Agreement, the Development Covenant and the Performance Criteria and Requirements;
  - (e) the coordination required to integrate all parts of the Design Services;
  - (f) the preparation of Construction Documents setting forth in detail the requirements for the Works based on the Design, with the Construction Documents being sealed under the professional seal of a Professional Engineer;
  - (g) the provision of assistance to the Developer and the District to obtain approvals, permits, and licences for the construction of the Works;
  - (h) notifying the District's Representative of any deviations in the Detailed Plans and Specifications from the Performance Criteria and Requirements, the Standards or other requirements set out herein or in the Development Covenant; and
  - (i) the assurances required to regulatory authorities respecting substantial conformance of the design with the applicable building regulations, excluding construction safety issues."
21. In performing the above duties, the Developer's Consultant shall provide the necessary services as expeditiously as is required for the orderly progress of the Works.
22. Any certificates issued by the Developer's Consultant shall be to the best of the Developer's Consultant's knowledge, information, and belief.
23. The Developer's Consultant shall perform the Design Services, and fulfil the Developer's Consultant's other duties and responsibilities as described above to the standard of diligence, skill, and care that consultants would customarily provide in similar circumstances and in the same relative geographic location, subject to the Developer's Consultant's professional and legal obligations.



24. If the Developer's Consultant's engagement is terminated, the Developer shall notify the District in writing immediately and shall not appoint another developer's consultant without the prior written consent of the District, such consent not to be unreasonably withheld.
25. The Developer shall by contract cause the Developer's Consultant to agree with the Developer to perform the responsibilities of the Developer's Consultant in accordance with sections 20 to 23 herein, and the Developer shall cause the Developer's Consultant to provide confirmation in writing to the District that the Developer's Consultant has been so engaged.

### **Review and Inspection of Work**

26. The Developer will:
  - (a) permit the District and the District's Representative and any consultants retained by the District to review all material aspects of the design of the Works as the Design proceeds, provided that any such review shall not make the District responsible for the adequacy of, or any errors or omissions in, such Design; and
  - (b) provide a copy of all drawings, specifications, and diagrams to the District and the District's Representative when required for review and acceptance.
27. From time to time, the Developer may request the District's Representative to examine the Detailed Plans and Specifications as they are being prepared by the Developer's Consultant pursuant to subsection 18(b) to provide input as to whether or not the design aspects are in compliance with the Performance Criteria and Requirements and the Standards.
28. The District and District's Representative shall have access to the Lands at all times subject to compliance with reasonable site safety and security requirements. The Developer shall provide sufficient, safe, and proper facilities at all times for the review of the Works by the District and the District's Representative and the inspection of the Works by authorized agencies. If parts of the Works are in preparation at locations other than the Lands, the District and the District's Representative shall be given access to such Works whenever it is in progress.
29. If work is designated for tests, inspections, or approvals in this Agreement or the Development Covenant, or by the instructions of the District's Representative, or any laws, the Developer shall give the District's Representative reasonable notice of when the work will be ready for review and inspection. The Developer shall arrange for and shall give the District's Representative reasonable notice of the date and time of inspections by other authorities.
30. The Developer shall furnish promptly to the District's Representative, on request, a copy of certificates and inspection reports relating to the Works.
31. If the Developer covers, or permits to be covered, work that has been designated for tests, inspections, or approvals before such tests, inspections, or approvals are made, given or,

completed, the Developer shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good the covering of the work at the Developer's expense.

32. The District or the District's Representative may order any portion or portions of the Works to be examined to confirm that such work is in accordance with the Design. If the work is not in accordance with the requirements of the Design, the Developer shall correct the work.
33. The Developer's Consultant shall provide any required assurances to regulatory authorities respecting substantial conformance of the Works with the design approved by that authority for issuance of the building permit.

### **Progress Reports**

34. Commencing on the date that the District issues a building permit for the Development, the Developer will cause the Developer's Consultant to prepare and provide to the District progress reports describing the status of the Proposed Development on a monthly basis. The monthly progress reports will contain the following:
  - (a) detailed progress of the work on the Community Centre Improvements and the Community Centre Parking Stalls to date of the report, and an up-to-date schedule for the Development with scheduled milestone dates achieved and projected dates for future milestone dates;
  - (b) a brief description of the works planned for the next month;
  - (c) major project issues encountered or anticipated; and
  - (d) any other matters associated with the construction of the Community Centre Improvements and the Community Centre Parking Stalls and reasonably requested by the District.

### **Design Acceptance**

35. With respect to the review and approval by the District of the Detailed Plans and Specifications, the parties agree as follows:
  - (a) the District will cause the District's Representative to review the proposed Detailed Plans and Specifications submitted by the Developer in a timely manner;
  - (b) the District's Representative will accept the draft Detailed Plans and Specifications if the District's Representative determines, in his or her discretion, that the draft Detailed Plans and Specifications satisfy the Performance Criteria and Requirements, the Standards and all other requirements set out herein and in the Development Covenant;

- (c) the District's Representative will notify the Developer if the Detailed Plans and Specifications are rejected, giving reasons in writing for the rejection;
- (d) the Developer's Consultant will make all changes to the proposed Detailed Plans and Specifications reasonably required by the District's Representative;
- (e) the District will cause the District's Representative to review any proposed Detailed Plans and Specifications resubmitted by the Developer in a timely manner; and
- (f) when the Detailed Plans and Specifications are accepted by the District such Detailed Plans and Specifications will become part of this Agreement

36. For greater certainty,

- (a) the District's review and acceptance of the Detailed Plans and Specifications will not relieve the Developer of responsibility for errors or omissions in the Detailed Plans and Specifications (including design errors, insufficiencies, inadequacies, deficiencies or engineering gaps), or for satisfying the Performance Criteria and Requirements and meeting all prevailing British Columbia Building Code requirements and standards and other Standards, or for otherwise meeting all requirements of this Agreement and the Development Covenant unless the District's Representative in writing expressly accepts a deviation from this Agreement; and
- (b) the District's acceptance of the design of the Community Centre Improvements and Community Centre Parking Stalls pursuant to this Agreement is separate from and independent of the building permit process under the District of North Vancouver Building Bylaw.

### **Completion of the Works**

37. The satisfactory completion of the Works pursuant to this Agreement (except for the Deficiencies pursuant to section 39) will be established only by confirmation by the District's Representative in writing that he or she has received and accepted a satisfactory Certificate of Completion from the Developer's Consultant.

### **District Not Responsible**

38. For clarity, nothing in this Agreement, makes the District or the District's Representative in any way responsible or liable for the Design of the Community Centre Improvements or the Community Centre Parking Stalls including with respect to the adequacy of, or any errors or omissions in the Detailed Drawings and Detailed Specifications, or the compliance of the Detailed Drawings and Detailed Specifications with the Performance Criteria and Requirements and Standards or any law of any authority having jurisdiction, and the Developer will, despite any act of the District or District's Representative under this Agreement, remain liable and responsible for the design and construction of the Works.

### 39. Deficiencies

- (a) The District's Representative and the Developer's Consultant, both acting reasonably in conjunction with their determination and certification of Total Completion of the Work pursuant to section 37, will make a list of deficiencies and incomplete work in the Community Centre Improvements and Community Centre Parking Stalls, and divide the deficiencies into two categories: deficiencies that must be completed or remedied before Total Completion of the Work and deficiencies that may be completed or remedied after Total Completion of the Work. Deficiencies that may be remedied after Total Completion of the Work (the "Deficiencies") will be remedied by the Developer within the period of time specified by the District's Representative and the Developer's Consultant. A sum equal to the greater of \$30,000.00 or 200% of the cost to complete and remedy the Deficiencies as estimated by the District's Representative and the Developer's Consultant, both acting reasonably, will be drawn from the Letter of Credit on the date that the Certificate of Completion is accepted by the District's Representative under section 37, and held in cash by the District (the "Deficiency Holdback"). The District will invest the Deficiency Holdback in an interest bearing trust account. Upon receipt of a report from the District's Representative and the Developer's Consultant certifying that the Deficiencies are complete the District will pay to the Developer the Deficiency Holdback plus interest, if any, accrued thereon, less any amount expended by the District to rectify or complete the Deficiencies.
- (b) If, for the purpose of subsection 39(a), the District's Representative and the Developer's Consultant cannot agree on the Deficiencies that may be completed or remedied after Total Completion of the Work, the period of time for completing or remedying the Deficiencies, the cost to complete and remedy the Deficiencies or the certification that the Deficiencies are completed and remedied then the disputed issue or issues will be settled in accordance with sections 77 and 78 herein.
- (c) The Developer covenants and agrees to complete all the Deficiencies to the satisfaction of the District's Representative within the time period specified by District's Representative or during such further period as the District's Representative may allow.

### Warranty

- 40. The Developer warrants to the District that all of the Works will be of good workmanship and quality and compliant with the Design and that all materials, equipment, fittings and building elements will be suitable for the purposes for which they are intended. The Developer, at its own expense, will promptly repair or replace, as appropriate in the opinion of the Director, any component of the Works that is defective, deficient or that otherwise does not satisfy the above warranty, except in respect of any repair or replacement that is covered by a third party supplier or sub-contractor warranty that has been duly and effectively assigned to the District by the Developer, in which case the Developer will co-operate with the District in the enforcement of such warranty.

41. As security for the Developer's warranty obligations under section 40, the Developer covenants and agrees to keep deposited with the District, by cash or letter of credit, the sum of \$1,080,000.00, representing 10% of the sum of initial amount of the Letter of Credit plus the lump sum payment referred to in section 71 (the "Warranty Deposit").
42. The District will release the Warranty Deposit, less any amount drawn down by District under section 69, at the end of the Warranty Period.
43. Nothing in this Agreement is intended to limit the liability of the Developer or the Developer's head contractor and consultants to the District in tort.

#### **Developer's Subdivision Obligation**

44. Without limiting the Developer's obligations under the Development Covenant, the Developer will at its sole cost and expense do all things necessary to cause the Land to be subdivided into air space parcels compliant with the requirements set out in the Development Covenant, one of which said air space parcels must be the Community Centre Air Space Parcel.

#### **Timing**

45. The Developer's obligations under this Agreement to design and construct the Community Centre Improvements and Community Centre Parking Stalls, create the Community Centre Air Space Parcel and transfer the Community Centre Air Space Parcel to the District must be fully performed and satisfied within the times set out in the Development Covenant, and, in any event, all of said obligations must be fully performed and satisfied, by no later than the date that is four years after the Commencement Date.

#### **Air Space Easements and Covenants**

46. The Development Covenant addresses the content of the Air Space Easements and Covenants, the timing and manner of their registration at the LTO in favour of the Community Centre Air Space Parcel, and the portions of the Land to be charged by the Air Space Easements and Covenants. The District will not unreasonably refuse its consent to air space easements and covenants in connection with and in favour of the Remainder Parcel, provided that the said air space easements and covenants allocate maintenance responsibilities and cost, and risk and liability exposure in a manner acceptable to the District.

#### **Transfer of Community Centre Air Space Parcel**

47. The Developer agrees to transfer to the District its fee simple interest in the Community Centre Air Space Parcel on the Community Centre Closing Date free from all liens, charges, encumbrances, equities, claims, encroachments, and defects in titles, except for the Permitted Charges and on the terms and conditions set out herein.

### **District Condition**

48. Despite anything to the contrary in this Agreement, the transfer contemplated in section 47 will not complete unless and until the following condition is satisfied, which condition may be waived at the sole discretion of the District: the District will be satisfied that the Developer's representations in sections 49 and 50 with respect to the Community Centre Air Space Parcel will be true and correct on the Community Centre Closing Date. The conditions set out in this section 48 are not to be deemed as conditions precedent to the formation of this Agreement or its execution and delivery by each party to the other, and this Agreement will be and is deemed to be enforceable from the time of such execution and delivery.

### **Corporate Capacity**

49. The Developer represents and warrants that on the date of signing this Agreement and on the Community Centre Closing Date the Developer is a corporation in good standing under the laws of British Columbia, has sufficient power, authority and capacity, and has taken all required corporate action to duly authorize it to execute and deliver this Agreement, to perform the Agreement in accordance with its terms and to transfer the Community Centre Air Space Parcel to the District.

### **Community Centre Air Space Parcel Representations**

50. The Developer represents and warrants that on the date of signing this Agreement and on the Community Centre Closing Date:
- (a) the Developer is a resident of Canada within the meaning of the *Income Tax Act* (Canada) and under Part IX of the *Excise Tax Act* (Canada);
  - (b) the Developer has good, safeholding and marketable title to the Land and on the Community Centre Closing Date will have good, safeholding and marketable title to the Community Centre Air Space Parcel free from all liens, charges, encumbrances, equities, claims, encroachments and defects in title, except the Permitted Charges and encumbrances to be discharged by the Developer in conjunction with the transfer to the District of the Community Centre Air Space Parcel;
  - (c) by completing the transfer of the Community Centre Air Space Parcel to the District the Developer will not be in breach of any statute or bylaw or of any agreement by which the Developer is bound;
  - (d) to the best of the Developer's knowledge the Land and the Community Centre Air Space Parcel are or will be on the Community Centre Closing Date free of Hazardous Substances other than those, if any, existing in concentrations below applicable standard prescribed under applicable Environmental Laws;



- (e) the Developer has not released, spilled, leaked, pumped, poured, emitted, emptied, discharged, dumped or disposed of any Hazardous Substances into the Land or its surrounding environment;
- (f) to the best of the Developer's knowledge, all pre-existing Hazardous Substances on the Land deposited prior to the Developer's ownership of the Land have been or will be prior to the Community Centre Closing Date remediated in accordance with a remediation plan approved by the Province;
- (g) to the best of the Developer's knowledge the Land and the Community Centre Air Space Parcel comply with all Environmental Laws and are not subject to any outstanding or threatened notice of defect or non-compliance, work order, pollution abatement order, pollution prevention order, remediation order or any other order from any federal, provincial, municipal or other governmental authority;
- (h) there are no actions, proceedings, investigations or claims, pending or to the best of the Developer's knowledge threatened, that would interfere with the use and enjoyment of the Land or the Community Centre Air Space Parcel or that relate to the presence of Hazardous Substances in, on, under or migrating to or from the Land or the Community Centre Air Space Parcel;
- (i) the Developer has no knowledge that any person has taken, intends to take, or has threatened to take, any action, suit or proceeding which could adversely affect the Land, the Community Centre Air Space Parcel, the Developer's title thereto, or the Developer's right to transfer the Community Centre Air Space Parcel to the District; and
- (j) on the Community Centre Closing Date no improvements on the Land adjacent to the Community Centre Air Space Parcel encroach on the Community Centre Air Space Parcel.

#### **Title, Risk and Adjustments**

- 51. The Developer will not enter into any contracts or do anything that will adversely affect the Community Centre Air Space Parcel, or decrease its value, and will not amend any Permitted Charges, unless the Developer obtains the District's prior written consent.
- 52. Until the Community Centre Closing Date, the Developer will maintain in force such policies of insurance in connection with the Community Centre and the Community Centre Air Space Parcel as the District may reasonably require;
- 53. The Community Centre Air Space Parcel will be at the risk of the Developer until the transfer of the fee simple title to the Community Centre Air Space Parcel on the Community Centre Closing Date and thereafter will be at the risk of the District, except to the extent set out in the Development Covenant and except in respect of:
  - (a) the Developer's warranty obligations in this Agreement;

- (b) the Developer's obligations regarding Deficiencies; and
  - (c) the Developer's indemnity and release obligations in this Agreement.
54. The District will have the right to vacant possession of the Community Centre Air Space Parcel subject to the Permitted Charges on the Community Centre Closing Date.
  55. The Developer will deliver to the District promptly such authorizations as the District may require to conduct due diligence searches with respect to the Developer and the Community Centre Air Space Parcel to ascertain that from and after the Community Centre Closing Date the Community Centre Air Space Parcel will not be subject to liens, charges, encumbrances, equities or claims, except the Permitted Charges.
  56. The Developer and the District will adjust all items customarily the subject of adjustments in the sale and purchase of real property similar to the Community Centre Air Space Parcel on the Community Centre Closing Date, except that in no case will there be any adjustments made for real property taxes.
  57. Except as set out in section 71, the Developer will be responsible for all costs of the transactions contemplated in this Agreement in accordance with the provisions of the Development Covenant.

### **Closing**

58. A minimum of seven Business Days before the Community Centre Closing Date the Developer will cause the Developer's solicitor to deliver to the District:
  - (a) all documents necessary to give effect to the transfer of the Community Centre Air Space Parcel, including a duly executed and registrable *Land Title Act* Form A transfer transferring the Community Centre Air Space Parcel to the District (the "Community Centre Transfer");
  - (b) an officer's certificate from the Developer certifying on behalf of the Developer that the Developer's representations set out in sections 49 and 50 are true as at the Community Centre Closing Date;
  - (c) evidence satisfactory to the District that there are no financial charges registered or pending registration against title to the Community Centre Air Space Parcel, excepting any such charges that are to be discharged in conjunction with the transfer of the Community Centre Air Space Parcel and in respect of which solicitors undertakings, in substance satisfactory to the District's lawyer, acting reasonably, have been provided by the Developer's lawyers;
  - (d) all Records and an assignment of all Warranties, to the extent assignable, and written authorization to use the Developer's name to enforce any unassignable Warranties, all in form and substance satisfactory to the District; and

- (e) four complete reproducible hard copy sets and one electronic version of as-built drawings for the Community Centre Improvements and Community Centre Parking Stalls, four hard copy sets of all applicable operations and maintenance manuals, all in form and content satisfactory to the Director, and such numbers of sets of keys as the District may request.
59. If any financial charges are registered against the Community Centre Air Space Parcel, the Developer will either pay and discharge said financial charges before the Community Centre Transfer is submitted for registration at the LTO on the Community Centre Closing Date, or cause the Developer's lawyers to provide solicitors undertakings, in substance satisfactory to the District's lawyer, acting reasonably, to attend to discharge of such financial charges in conjunction with the transfer of the Community Centre Air Space Parcel.
60. The District may submit the Community Centre Transfer for registration at the LTO on the Community Centre Closing Date.

#### **Letter of Credit**

61. As security for the obligations of the Developer under this Agreement to design and construct the Works, deliver the Community Centre Improvements and Community Centre Parking Stalls, and create and transfer to the District the Community Centre Air Space Parcel, the Developer will deliver to the District by the time set out in the Development Covenant a letter of credit in the amount of \$8,300,000 (the "Letter of Credit"), which Letter of Credit will:
- (a) be a clean unconditional irrevocable standby letter of credit without limitations and payable at site at an identified branch of the issuer;
  - (b) be in favour of the District drawn on a Canadian chartered bank, trust company or credit union located in British Columbia and having an office or branch in Metro Vancouver,
  - (c) be valid for a minimum of one year after the date that the letter of credit is delivered to the District (with provision for automatic renewals thereafter);
  - (d) state that the issuer will not enquire as to whether or not the District has a right to make demand on the Letter of Credit, that the District may make partial as well as full drawings, and that the issuer will duly honour drafts drawn in conformity with the Letter of Credit if presented to the issuer on or before the expiry date of the Letter of Credit;
  - (e) reference this Agreement;
  - (f) require 60 days prior notice to the District in the event of non-renewal or cancellation by the issuing bank or other financial institution; and
  - (g) otherwise be in a form acceptable to the Chief Financial Officer of the District.

62. The Developer and the District agree as follows with respect to the Letter of Credit:
- (a) the Developer will ensure that the Letter of Credit is replaced, and will provide evidence thereof satisfactory to the District's Representative, not later than 21 days prior to an expiry date of the Letter of Credit;
  - (b) the District may draw upon the Letter of Credit at any time in the event of a default by the Developer of:
    - (i) its obligations under subsection 62(a); or
    - (ii) its obligations to design and construct the Works, deliver to the District the Community Centre Improvements and Community Centre Parking Stalls, and create and transfer to the District the Community Centre Air Space Parcel no later than the date stipulated in section 45;
  - (c) no interest will be paid to the Developer; and
  - (d) any return of the Letter of Credit will be made to the Developer only.

#### **Reductions in Amount Secured by Letter of Credit**

63. The District's Representative may, in his or her sole discretion, allow partial drawdowns of the Letter of Credit as the Works progress, subject to the following provisos:
- (a) subject to subsection 63(b), the amount of the reduction in the amount secured by the Letter of Credit shall be based on current and complete progress reports from the Developer's Consultant delivered to the District in accordance with section 34 herein;
  - (b) under no circumstance will the District's Representative allow the Letter of Credit to be drawn down by an amount that would result in the remaining balance of the Letter of Credit being less than the greater of:
    - (i) 25% of the initial amount of the Letter of Credit; and
    - (ii) the amount that would be required by the District to complete the Community Centre Improvements and Community Centre Parking Stalls as at the date of the applicable progress report, as determined by the Director, acting reasonably, after deducting 50% of the amount payable by the District under Section 71;
  - (c) reductions in the amount secured by the Letter of Credit may not be made at intervals of less than three months.

The District's Representative will not unreasonably withhold its consent to a request for a reduction in the amount secured by the Letter of Credit, provided that the requested reduction meets the requirements set out in subsections 63(a), (b) and (c).

64. The obligations of the Developer under this Agreement to design and construct the Works, deliver the Community Centre Improvements and Community Centre Parking Stalls, and create and transfer to the District the Community Centre Air Space Parcel will not be lessened or reduced by reason of the delivery of the Letter of Credit, and at all times the Developer will continue to be responsible for all costs and expenses of its obligations as contained in this Agreement.
65. The Letter of Credit, less any amount drawn down by District, less the amount of the Deficiency Holdback and less the amount of the Warranty Deposit, will be returned to the Developer if:
  - (a) all of the Works are satisfactorily completed (except for the Deficiencies pursuant to section 39) as herein provided;
  - (b) the Developer pays all invoices of the District as herein required;
  - (c) the Certificate of Completion is issued and accepted by the District's Representative pursuant to section 37;
  - (d) the Community Centre Air Space Parcel has been transferred to the District in accordance with this Agreement;
  - (e) the statutory lien holdback period applicable to the construction of the Works has expired and no liens are filed against the Land; and
  - (f) the Developer has sworn and delivered the required statutory declaration in the form attached as Schedule "D".
66. For greater certainty, except to the extent set out in the Development Covenant, the full amount of the Letter of Credit will not be released by the District until the end of the statutory lien holdback period applicable to the construction of the Works. At the expiry of said statutory lien holdback period, the Developer must deliver to the District a title search of the Land showing that no builders' liens have been filed and a statutory declaration sworn by an authorized signatory of the Developer's head contractor or contractors substantially in the form attached as Schedule "D".

#### **Use of Proceeds of Letter of Credit**

67. If the District cashes the Letter of Credit pursuant to subsection 62(b)(i) the proceeds will continue to be held by the District as security of the Developer's obligations to design and construct the Works, deliver the Community Centre Improvements and Community Centre Parking Stalls, and create and transfer to the District the Community Centre Air Space Parcel and the amount so held shall remain subject to reductions in accordance with section 63. If the Developer subsequently defaults in its obligations to design and construct the Works, deliver to the District the Community Centre Improvements and Community Centre Parking Stalls, and create and transfer to the District the Community Centre Air Space Parcel no later than the date stipulated in section 45, then the said proceeds may thereafter be retained by the District for its sole use and benefit absolutely and the

Developer expressly waives and releases any right or entitlement to any compensation in respect thereof. For greater certainty, this section:

- (a) does not apply to the Warranty Deposit or the Deficiency Deposit, which will be used by the District only as set out in section 69; and
  - (b) does not limit the other remedies of the District under section 8.
68. If the District cashes the Letter of Credit pursuant to subsection 62(b)(ii), the proceeds will be retained by the District for its sole use and benefit absolutely and the Developer expressly waives and releases any right or entitlement to any compensation in respect thereof. For greater certainty, this section:
- (a) does not apply to the Warranty Deposit or the Deficiency Deposit, which will be used by the District only as set out in section 69; and
  - (b) does not limit the other remedies of the District under section 8.

#### **Use of Warranty Deposit and Deficiency Deposit**

69. If the Developer defaults in its warranty obligations hereunder, or fails to rectify the Deficiencies in accordance with this Agreement, then the District may at its sole discretion and without prejudice to any other remedy rectify the default of the Developer at the Developer's expense and without limiting the generality of the foregoing may:
- (a) enter onto the Land and do or caused to be done through its servants, contractors and others, all such things as may be required to fulfil the obligations of the Developer including without limitation, the maintenance of any Component of the Works, the remedying of any defects, and the completion of all deficiencies; and
  - (b) make any payments required to be made for and on behalf of the Developer;

and for such purposes may without notice or limitation deduct from the Warranty Deposit or the Deficiency Deposit (as the case may be) the costs and expenses incurred, payments and expenses made, and monies due and owing to the District, including an administration fee payable to the District in an amount of 20% of the costs incurred under subsections 69(a) and (b).

#### **Costs and Expenses in Excess of Deposits**

70. If the District incurs any costs and expenses or makes any payments as provided in section 69, and if the Warranty Deposit and Deficiency Deposit, as the case may be, is not sufficient to fully recompense the District, the Developer will forthwith upon receipt of an invoice from the District pay to the District the amount of such deficiency together with interest thereon at the Prime Rate plus 2% per annum calculated and compounded monthly from the date on which such cost or expense was incurred or payment or expenditure was made by the District. Such amounts required to be paid by the Developer will constitute a debt due and owing to the District.



### **Cash Payment**

71. The District will pay to the Developer:

- (a) \$1,250,000.00 upon completion of the registration of the transfer to the District of the Community Centre Air Space Parcel; and
- (b) \$1,250,000.00 less any amount owing to the District pursuant to section 70 prior to the public opening of the Community Centre and upon successful completion of the final inspection of the Community Centre by the District's building inspector pursuant to the District's Building Regulation Bylaw,

said payments representing the cash consideration payable to the Developer for the transfer to the District of the Community Centre Air Space Parcel. The District will complete all work required for public opening and for final inspection without undue delay and with reasonable diligence.

### **Assignment of Agreement**

72. The Developer may assign this Agreement if and only if:

- (a) the fee simple title to all of the Land (other than any part of the Land that has been fully developed or subdivided under the *Strata Property Act* in accordance with the Development Covenant) is transferred to the assignee;
- (b) the assignee is a developer licensed to do business in the District;
- (c) the assignee has executed and delivered to the District an assumption agreement, in form and content satisfactory to the District, assuming the Developer's obligations under this Agreement; and
- (d) the assignee has entered into an assignment agreement with the Developer, in form and content satisfactory to the District, assigning this Agreement.

73. An assumption agreement entered into between the District and an Assignee pursuant to section 72 will not operate to release the Developer of its liability to the District for the fulfillment of all of the Developer's obligations under this Agreement.

### **Amendment of Agreement**

74. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a "minor amendment" includes an amendment to section 1 or an amendment to the Development Covenant, except the definitions of Commencement Date, Development Covenant, Land, Specified Zoning Bylaw Provisions, Zoning Amendment Bylaw and Zoning Bylaw.

## Indemnity and Release

### 75. The Developer:

- (a) will indemnify and save harmless the District, its elected and appointed officials, officers, employees, agents, contractors, licensees and invitees and others for whom the District is in law responsible (the “District Representatives”) from and against any and all actions, causes of action, liabilities, demands, losses (including loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage (the “Losses”), suffered or incurred by the District or any of the District Representatives; and
- (b) releases each of the District and the District Representatives from all Losses that the Developer, its officers, directors, employees, agents or contractors may incur or suffer,

directly or indirectly, arising from, resulting from, connected with or related to the entering into of this Agreement; death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement; any default or breach of this Agreement by the Developer; any wrongful act, omission or negligence of the Developer or their directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Developer pursuant to this Agreement; the inaccuracy, incompleteness or untruth of any representation of the Developer in this Agreement; any approval given or not given by the Director or the District’s Representative under this Agreement; or any Hazardous Substances on the Land or any part thereof, but excluding any Losses arising directly and solely from the negligence or wilful misconduct of the District or its employees, agents or contractors.

- 76. The foregoing indemnity and release will survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.

## Dispute Resolution

- 77. Either party may give written notice to the other party of any dispute between the District’s Representative and the Developer’s Consultant regarding the determination of any issue or thing required to be determined pursuant to subsection 39(b). Representatives of the District and the Developer will meet within three Business Days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties.
- 78. If the representatives cannot resolve the dispute within 15 Business Days after the dispute has been referred to them, then the dispute will be referred for arbitration by a single arbitrator appointed and acting under the *Commercial Arbitration Act* (British Columbia).

79. Both parties will pay their own costs of the arbitration. The costs of the arbitrator will be paid by the District if the arbitrator determines that the change is not needed, and will be paid by the Developer if the arbitrator determines that the change is not needed.

### **General Terms and Conditions**

80. Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:

- (a) to the District at:

355 West Queens Street  
North Vancouver, BC V7N 4N5

Attention: General Manager, Planning Properties and Permits

- (b) to the Developer at:

880 - 700 West Georgia Street  
PO Box 10087, Pacific Centre  
Vancouver, BC V7Y 1B6

Attention: President

Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

81. Except as expressly set out in this Agreement, nothing in this Agreement will prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws or those of the District's approving officer under the *Land Title Act* or the *Strata Property Act*.
82. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the Director, unless expressly provided to be taken or made by another official of the District.
83. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.

84. Whenever in this Agreement the District or the District's Representative is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, will have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
85. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
86. The obligations and covenants of the parties comprising the Developer (if more than one) will be several only, and not joint and several.
87. The Developer acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
88. This Agreement may be executed in counterparts.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by

**THE CORPORATION OF THE DISTRICT  
OF NORTH VANCOUVER** by its authorized signatories:

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

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by

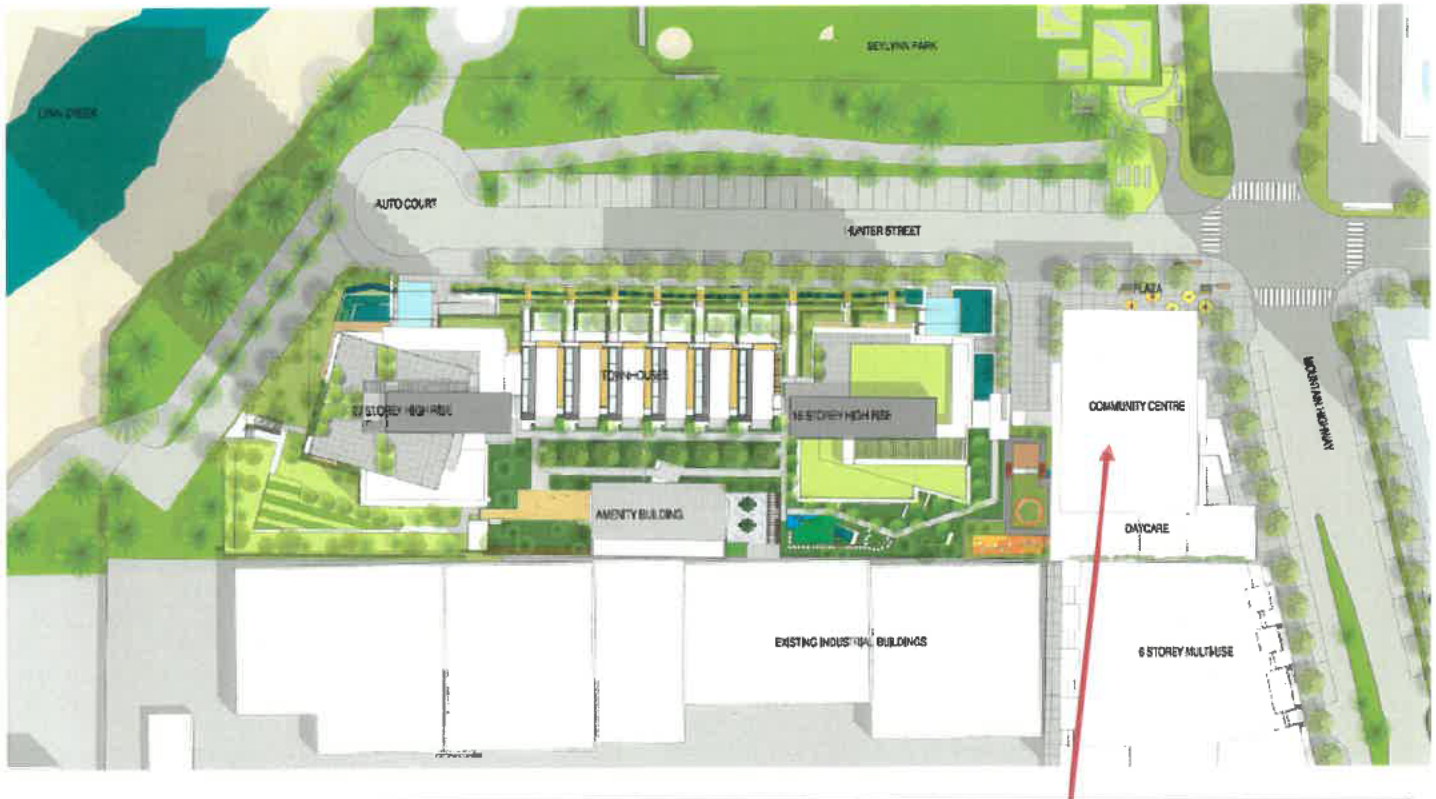
**INTERGULF DEVELOPMENT (HUNTER 2) CORP.**  
by its authorized signatories:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

## SCHEDULE "A" TO PHASED DEVELOPMENT AGREEMENT

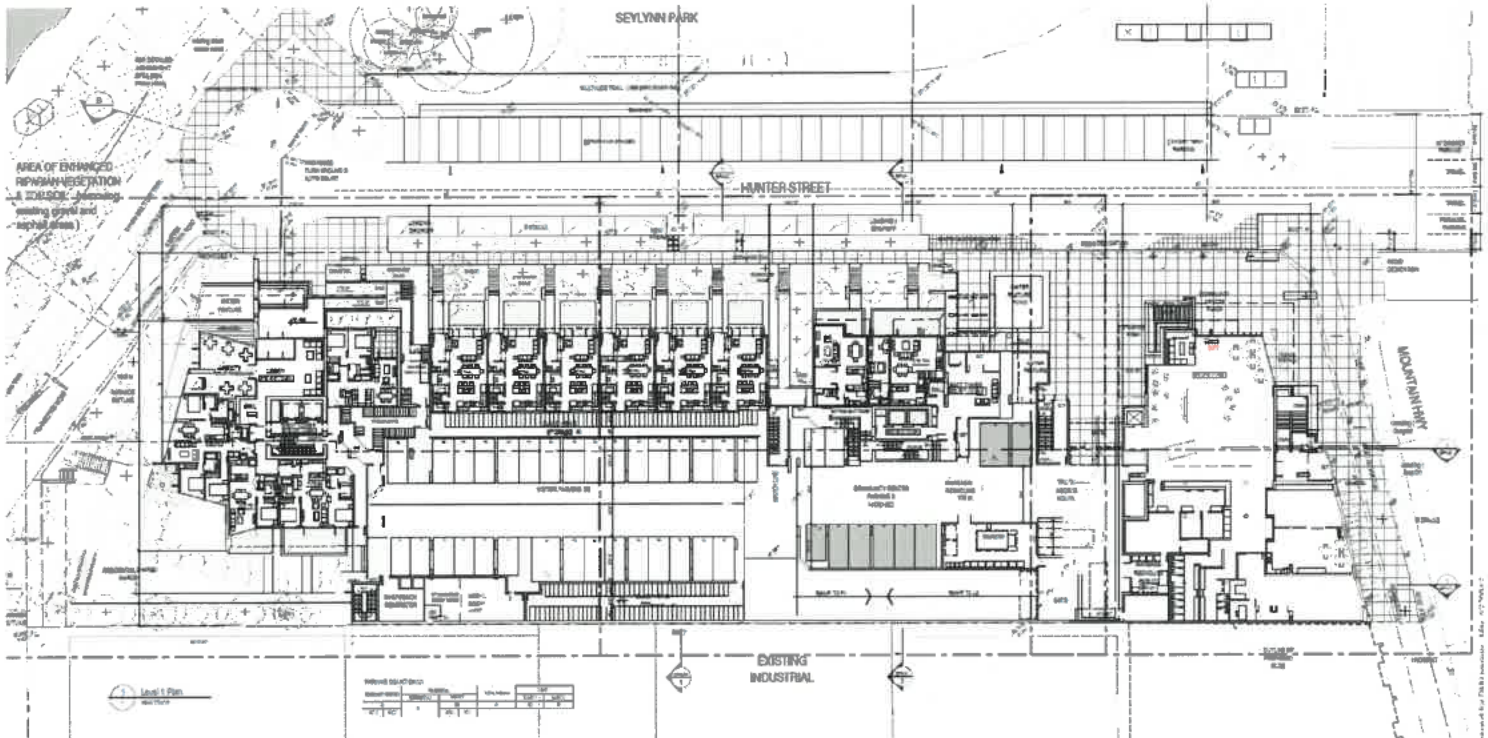
### Sketch Plan showing location of Community Centre pursuant to the Master Development Plan



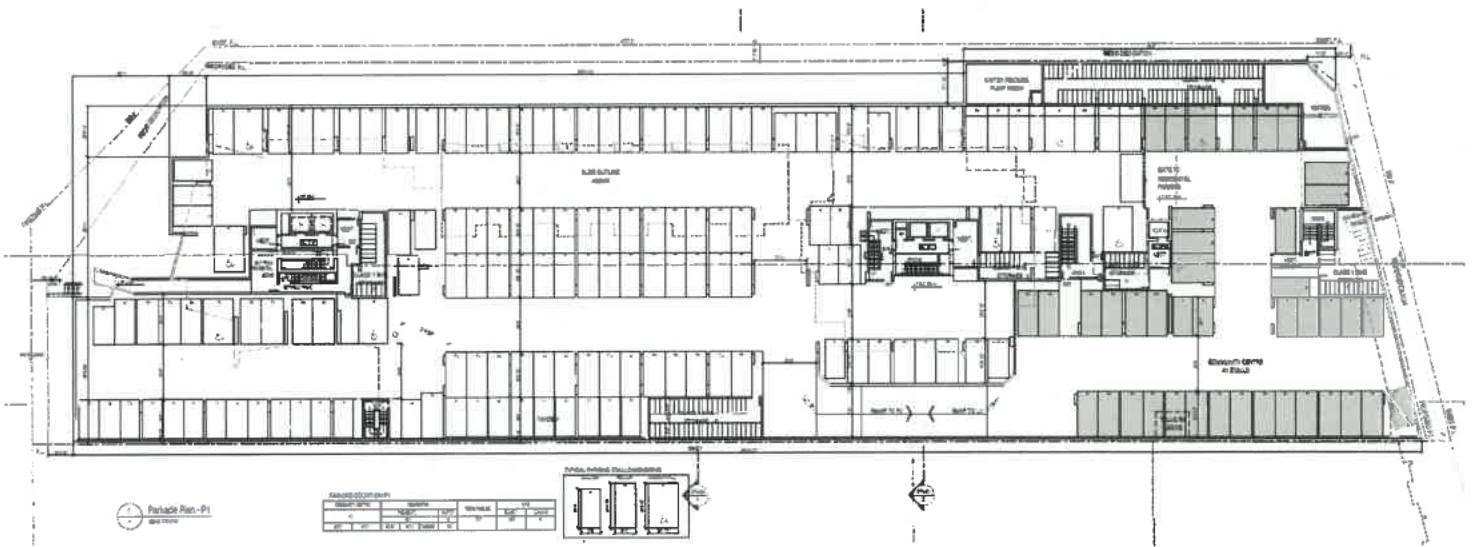
Location of Community Centre (southwest of corner of Mtn. Hwy. and Hunter Street intersection)

## SCHEDULE "B" TO PHASED DEVELOPMENT AGREEMENT

### Sketch Plan(s) showing the Community Centre Parking Stalls



**Level 1 Parking Plan (1 Level above Ground Level) – 8 Community Centre Parking stalls denoted (shaded in grey)**



**Parkade Plan - P1 (One Level below ground Level) - 41 Community Centre Parking stalls denoted (shaded in grey)**



## **SCHEDULE "C" TO PHASED DEVELOPMENT AGREEMENT**

### **Sketch Plan showing the Public Plaza and Mountain Hwy Frontage Improvements**



**Extent of Public Plaza and Mountain Hwy Frontage Improvements are generally located north and east of the Community Centre (as highlighted above within the polygon above)**

## SCHEDULE "D" TO PHASED DEVELOPMENT AGREEMENT

### Builders Lien Statutory Declaration

CANADA	)	IN THE MATTER OF THE BUILDER'S LIEN
	)	ACT AND IN THE MATTER OF A CONTRACT
BRITISH COLUMBIA	)	BETWEEN THE CORPORATION OF THE
	)	DISTRICT OF NORTH VANCOUVER AND
	)	INTERGULF DEVELOPMENT (HUNTER 2)
	)	CORP.
	)	
	)	TO:
	)	
	)	IN THE MATTER OF:

I, \_\_\_\_\_, of \_\_\_\_\_, British Columbia, DO  
SOLEMNLY DECLARE THAT:

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the contractor with respect to construction of \_\_\_\_\_ at \_\_\_\_\_.
2. All claims for wages, services, and materials and otherwise due and payable with respect to the above contract to date have been fully paid and satisfied.
3. There are no persons entitled at this time to file a claim of builder's lien in respect of the above contract or to any such lien.
4. The amount required to complete the above contract will not exceed \$\_\_\_\_\_.
5. The construction of improvements under the above contract was not substantially complete as of \_\_\_\_\_.
6. I am authorized to, and do, make this declaration on behalf of the contractor named above.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

SWORN BEFORE ME at the District of ~~, )  
in the Province of British Columbia, this ~~ )  
day of ~~, 20\_\_\_\_. )

\_\_\_\_\_)  
A Commissioner for Taking Affidavits in the )  
Province of British Columbia )

\_\_\_\_\_  
~

# SUMMARY OF PUBLIC INFORMATION MEETING

1401- 1479 Hunter Street,  
481-497 Mountain Highway

Meeting held October 6<sup>th</sup>, 2016



Intergulf Development Group

prepared by:

**MAIN STREET ARCHITECTURE**

architecture urban design vision collaboration



## CONTENTS

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Appendix A: Mailout package

Appendix B: Photos of Sign on site

Appendix C: North Shore News Advertisement

Appendix D: Comment forms

MAIN STREET ARCHITECTURE

is the Certificate of Practice for Jay Hiscox, Architect AIBC, Member of the Architectural Institute of British Columbia

432 E 30th Ave Vancouver BC V5V 2V4

C 604.354.0397

E jhiscox@shaw.ca





To:  
Erik Wilhelm, Community Planner  
District of North Vancouver  
ewilhelm@dnv.org

Kaylen Crosse, Development Manager  
Intergulf Development Group  
kcrosse@intergulf.com

From:  
Jay Hiscox Architect AIBC, Meeting Facilitator,  
Main Street Architecture  
jhiscox@shaw.ca

## 1.0 OVERVIEW

The following document summarizes the Public Information meeting held by Intergulf Development Group on October 6<sup>th</sup>, 2016. The intent of the meeting was to share updated project information, and a venue to identify community questions or concerns prior to formal Public hearings in the upcoming rezoning of the properties at 1401 – 1479 Hunter Street, and 481 – 497 Mountain Highway, District of North Vancouver, BC.

The project proposal is for the development of 328 residential condominium units, as well as a 3 level Community Centre. The residential units will be distributed between two towers, one 16 storey and one 27 storey, as well as a podium component made up of 2-level townhouses. The proposal also includes associated parking and streetscape improvements.

## 2. COMMUNITY ENGAGEMENT AND INFORMATION DISTRIBUTION

### 2.1 Information Distribution and Community Notification

To ensure that the community received updated information about the proposed project and notification of Public Information Meetings, the following information distribution methods were undertaken:

- Mailout delivery
- Project Update brochure
- Display boards at Public Information Meeting
- Newspaper advertising

### 2.2. Signage:

Signage was erected on September 21, 2016 at the east edge of the site, facing Mountain Highway, to provide information about the Public Information Meeting. (Photo of signage attached in Appendix B)

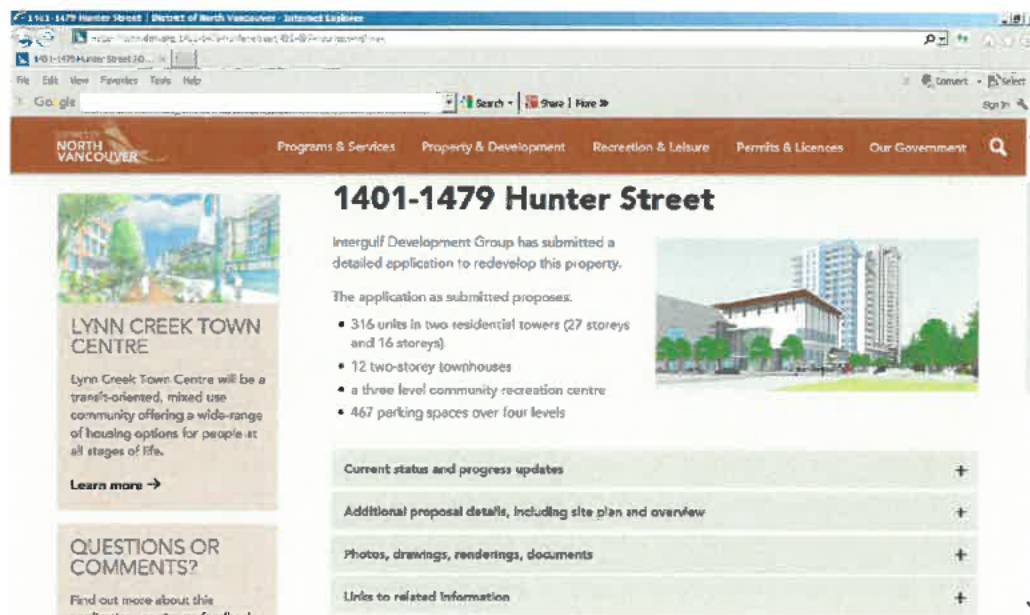
### 2.3 Newspaper Notification:

Intergulf Development Group placed public notice advertisements in the North Shore News as follows:

- September 28, 2016
  - September 30, 2016
- (Image of advertisement in Appendix C)

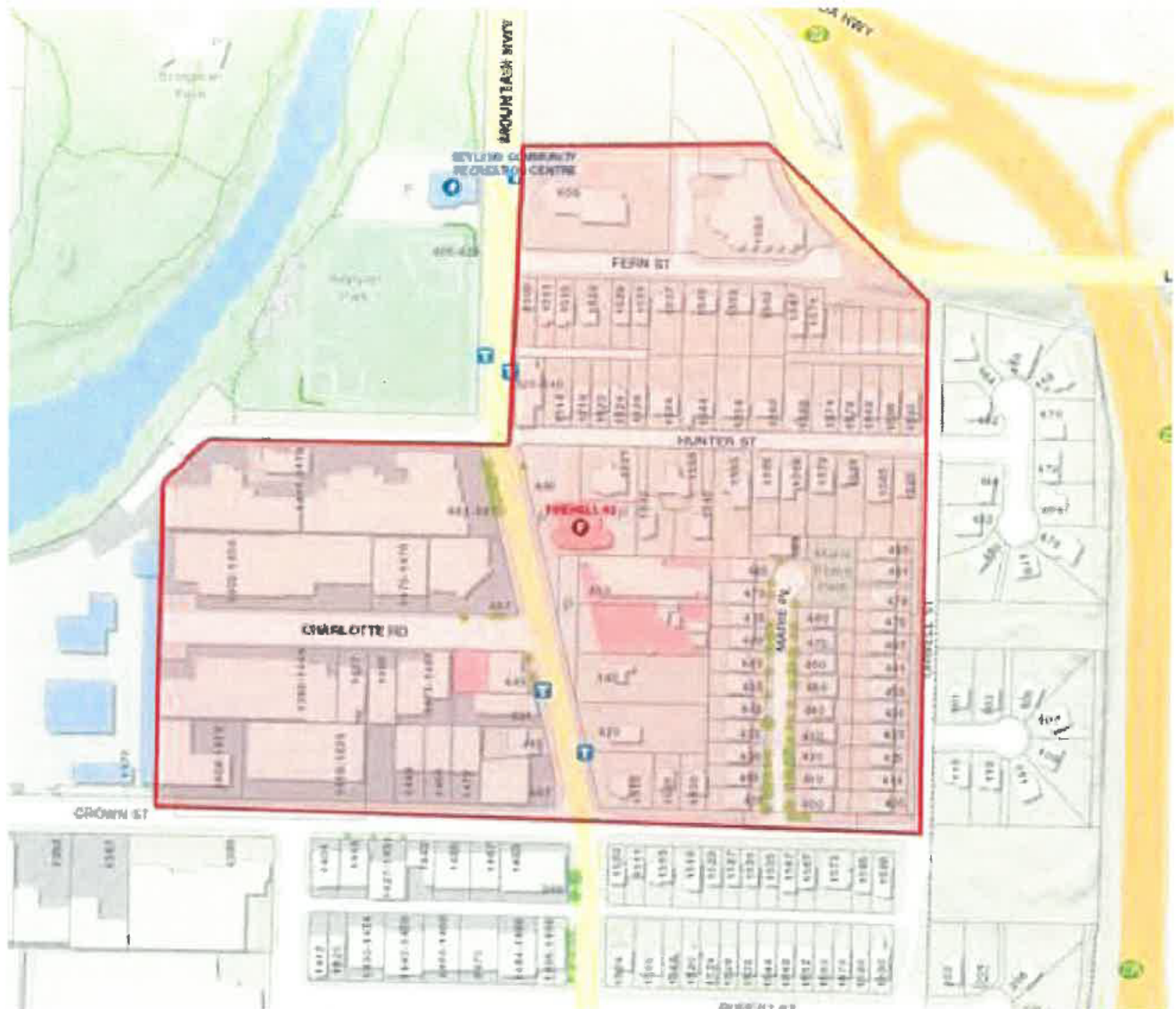
### 2.4 Community Web:

In addition to the mailout notification, project information was provided via the DNV website, at: <https://www.dnv.org/1401-1479-hunter-street/481-497-mountain-highway>



## 2.5. Individual Property Owner notification:

Intergulf Development Group delivered mailouts to property owners in the immediate vicinity of the proposed project, with an invitation to the Public information meeting and an overview of the proposed project. (Mailout included in Appendix A)  
A distribution area, approximating a 150m radius from the project site was provided by District of North Vancouver. A map of this distribution area is shown below:



Map of distribution area

### 3. PUBLIC INFORMATION MEETING - OCTOBER 6<sup>TH</sup>, 2016

Intergulf Development Group hosted the Public information meeting on October 6<sup>th</sup> 2016 at 485 Mountain Highway, North Vancouver BC. The meeting was held from 6.00 - 8.00 PM.

The event included display boards illustrating key design elements for the project proposal. (Meeting photos below)



The project team present at the meeting included:

- Richard White, Intergulf Development Group
- Kaylen Crosse, Intergulf Development Group
- Doug Ramsay, Ramsay Worden Architects Inc.
- Bruce Ramsay, Ramsay Worden Architects Inc.
- Christina Ding, Ramsay Worden Architects Inc.
- Kelly Gartner, Ramsay Worden Architects Inc.
- Daniel Fung, Bunt & Associates [Traffic]
- Craig Patterson, Keystone Environmental engineering
- Mary Yip, PMG Landscape Architecture
- Erik Wilhelm, Community Planner, District of North Vancouver
- Jay Hiscox, Main Street Architecture, Meeting Facilitator

A total of 25 individuals signed in to the meeting and 3 comment forms were returned. (Attached in Appendix D) Intergulf Development Group's team estimated a total of 35-40 visitors to the meeting.

Based on the feedback received, the majority of people had their questions answered and none appeared to have left with outstanding questions. Many visitors were supportive of the scheme as presented, and several comments were noted that felt the project would be a welcome redevelopment for the area.



Comments and questions fielded during the meeting included the following;

- Concern over the overall increase to traffic in the Lower Lynn area.
- Concern for potential for increased local road traffic with area densification.
- Questions regarding unit mix, types, sizes.
- Questions regarding suitability of development for seniors, ageing in place.
- Questions regarding impact of development on adjacent industrial uses.
- Questions regarding acoustic separation between tower forms and adjacent industrial uses.
- Questions regarding parking amounts, number of visitor stalls, community centre locations.
- Concern of the size of parking stalls since the local residents are driving mostly trucks.
- Concern for having 2 levels of parking below grade with such a high water table.
- Concern over the lack of access to public transit.
- Desire to increase the amount of affordable housing in the area and in this project.
- Liked the project and the inclusion of the community centre.
- Liked the outdoor space for day care as separate from the public and away from the street.
- Really likes the community centre but needs to address space for teenagers.
- Thought the community centre should contain a fitness centre.
- New community centre and daycare are great addition to the area and reducing the traffic pressure from local residents driving to the adjacent neighborhood for community service.
- Existing trees along the north side of Hunter Street are beautiful.
- South side of the tower units look at the ugly industrial buildings.
- A back lane is needed for the exiting of the industrial buildings.
- Questions regarding project timelines, expected construction completion.
- Questions regarding specific approval steps upcoming.
- Desire to see project built quickly.
- Desire to see the pedestrian bridge built over the river.
- Specific information requests regarding accessibility standards, ramps, level changes.
- Specific questions regarding trees on site.

## 4 COMMUNITY INQUIRIES

Throughout October 2016 Intergulf Development has received 2 community inquiries via email, and no phone calls regarding the project. Emails received are included in Appendix D.

## 5 RESPONSE TO PUBLIC FEEDBACK

Design modifications being considered as a result of the Public information meeting include possible revisions to elevations, and response to traffic concerns, subject to response from DNV.





## APPENDIX A: MAILOUT FOR PUBLIC INFORMATION MEETING

### THE MEETING AGENDA:

6pm – 8pm Public Information Meeting

Doors Open: 6:00PM

Open House Forum 6:00PM – 8:00PM

#### Further Information:

If you wish to obtain further information or clarification regarding this proposal, please contact:

Kaylen Crosse  
604.683.2406

Intergulf Development Group

Erik Wilhelm  
604.990.2360

District of North Vancouver  
Community Planner

# Notice of a Public Information Meeting in your Neighbourhood

Intergulf Development Group will be hosting a Public Information Meeting to present the redevelopment proposal for a residential project and a new Community Centre within the Lynn Creek area.

This information package is being distributed to the owners and occupants generally within a 150m radius of the site in compliance with District of North Vancouver Policy.

### Meeting Time and Location:

485 Mountain Highway, North Vancouver, B.C.

Thursday October 6<sup>th</sup>, 2016

Time: 6pm – 8pm



### The Proposal:

Inter Gulf Development Group proposes to redevelop 1401-1479 Hunter Street and 481-497 Mountain Highway. The site area is 2.095 acres (91,557 square feet) and the buildable area is proposed to be 320,621 square feet. The proposal consists of two towers, 27 and 16 storeys in height, with a podium component consisting of townhouses, as well as a three-level Community Centre on the corner of Mountain Highway and Hunter Street. A total of 328 residential units are proposed. The 328 units are made up of 12 townhouses; 153 studio/1 bedroom units; 148 2-bedroom units; 63 3-bedroom units; and 9 Penthouse units. The Community Centre and towers will be separated by a mezzanine, which will provide access to below and above-grade parking.

Approximately 450 parking stalls are being provided for the development, of which 33 are being provided for visitors to the residential towers, and approximately 39 stalls for the use of Community Centre visitors.

The proposal also includes the development of a Lynn Creek Community Centre. The Community Centre will consist of a full size gymnasium, a Child-Care Centre, as well as multi-purpose meeting rooms. This Community Centre will be provided as this project's Community Amenity Contribution.



View looking South-West from Mountain Highway

## APPENDIX B: PHOTO OF SIGN ON SITE

Photo showing sign displayed on the Property: facing Mountain Highway



## APPENDIX C: NORTH NEWS ADVERTISEMENT

### PUBLIC INFORMATION MEETING

A redevelopment is being proposed for 1401 – 1479 Hunter Street and 481 – 497 Mountain Highway to construct two residential towers, townhouses, and a Community Centre.

You are invited to a meeting to discuss the project.

**Date:** Thursday October 6<sup>th</sup>, 2016  
**Time:** 6pm – 8pm  
**Location:** 485 Mountain Highway, North Vancouver

The applicant proposes to rezone the site from Light Industrial (I3) and Comprehensive Development Zone 11 (CD-11) to a new Comprehensive Development Zone to accommodate the new proposal. The proposal includes a 27 storey residential tower and a 16 storey residential tower connected by a podium consisting of 12, 2-storey townhomes. The residential component of the project is made up of 328 units. The proposal also includes the development of a 3-level Community Centre (approx. 26,950 square feet) at the corner of Mountain Highway and Hunter Street. The Community Centre will consist of a full size gymnasium, a child care centre, and multi-purpose meeting rooms. A total of approximately 450 parking stalls are proposed; of which approximately 39 stalls are dedicated for Community Centre Use. Sidewalks and road improvements are proposed on Hunter Street and Mountain Highway to enhance the pedestrian environment and vehicle circulation.



The meeting is being held by Intergulf Development Group, a Vancouver-based residential developer, in compliance with the District of North Vancouver Council Policy.

Information Packages are being distributed to residents generally within a 150m radius of the site. If you would like to receive a copy of the notification package or if you would like more information, please contact Erik Wilhelm of the Community Planning Department at 604.990.2360 or by email at [ewilhelm@dnv.org](mailto:ewilhelm@dnv.org); or Kaylen Crosse of Intergulf Development Group at 604.683.2406 or by email at [kcrosse@intergulf.com](mailto:kcrosse@intergulf.com); or bring your questions and comments to the meeting.

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

Advertisement in North Shore News Sept 28, Sept 30

MAIN STREET ARCHITECTURE





## APPENDIX D: COMMENT FORMS



COMMENT SHEET  
The District of North Vancouver

**PROPOSAL:** Intergulf Development (Hunter) Corporation  
1401-1479 Hunter Street and 481-497 Mountain Highway  
Development Permit Application for Rezoning and Development Permit for a residential project with community facility

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

*our first sheet on*  
These comments are additional to this proposed development:

1. Traffic is a major problem in this area of North Vancouver. It backs up on Main St & Keith Road around 3 PM everyday. We are not convinced that the changes to Keith Road & the interchanges north of the Second Narrows Bridge will solve this problem.
2. Construction workers parking is a major problem in this area. The District needs to develop a plan to resolve this issue before more construction commences.

Your Name [REDACTED] Street Address [REDACTED]

Please return, by mail, fax, or email by October 20, 2016 to:

Erik Wilhelm, Community Planner  
Tel: 604 990-2360  
District of North Vancouver - Community Planning Department  
355 West Queens Road, North Vancouver, BC V7N 4N5  
FAX: 604-984-9683 or Email: [ewilhelm@dnv.org](mailto:ewilhelm@dnv.org)

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

COMMENT SHEET  
The District of North Vancouver

**PROPOSAL:** Intergulf Development (Hunter) Corporation  
1401-1479 Hunter Street and 481-497 Mountain Highway  
Development Permit Application for Rezoning and Development Permit for a residential project with community facility

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

- Overall impression: very good & well thought out
- We like the water features and the way the new facilities will blend into the park to the north
- Would really like to see the District put in a foot & bicycle bridge across Lynn Creek
- We like the mix of sizes & views of the residential units
- The Community Amenities look well planned & will be an asset to North Vancouver

Your Name \_\_\_\_\_ Street Address \_\_\_\_\_

Please return, by mail, fax, or email by October 20, 2016 to:

Erik Wilhelm, Community Planner  
Tel: 604 990-2360  
District of North Vancouver - Community Planning Department  
355 West Queens Road, North Vancouver, BC V7N 4N5  
FAX: 604-984-9683 or Email: [ewilhelm@dnv.org](mailto:ewilhelm@dnv.org)

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

COMMENT SHEET  
The District of North Vancouver

**PROPOSAL:** Intergulf Development (Hunter) Corporation  
1401-1479 Hunter Street and 481-497 Mountain Highway  
Development Permit Application for Rezoning and Development Permit for a  
residential project with community facility

*To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):*

we didn't realise it was an  
open house. Thought it was a  
"public meeting"

Concerned with traffic and  
lack of parking.

Height of bldg very tall @  
27 floors

Your Name \_\_\_\_\_ Street Address \_\_\_\_\_

**Please return, by mail, fax, or email by October 20, 2016 to:**

**Erik Wilhelm, Community Planner**  
Tel: 604 990-2360  
District of North Vancouver - Community Planning Department  
355 West Queens Road, North Vancouver, BC V7N 4N5  
FAX: 604-984-9683 or Email: [ewilhelm@dnv.org](mailto:ewilhelm@dnv.org)

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

# **PUBLIC INFORMATION MEETING - October 6, 2016**

1401-1479 & 481-497 Mountain Highway

## **List of Attendees**

No.	Name	Address (Optional)
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# **PUBLIC INFORMATION MEETING - October 6, 2016**

1401-1479 & 481-497 Mountain Highway

## **List of Attendees**

No.	Name	Address (Optional)
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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** October-01-16 1:06 PM  
**To:** ewilhelm@dnv.org  
**Cc:** [REDACTED]  
**Subject:** 1401 - 1479 Hunter St proposal

Please send info on the proposal for this area.

[REDACTED]

Sent from my iPhone



[REDACTED]

---

**From:** [REDACTED]  
**Sent:** October-01-16 9:10 AM  
**To:** [REDACTED]  
**Subject:** hunter street development

I know its early stages in the proposal.

However I feel that in exchange for the development that a multiuse artificial turf be installed at your companies expense.

There are not enough of these kinds of fields in North Van. The Kirkstone gravel field would be a great place to install it.

It may help win people over on this development if they feel they are getting something of great value.

Thanks for your time.

[REDACTED]



This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)



## Industrial Tenants Relocation Plan for 1401 – 79 Hunter and 481 – 497 Mountain Highway

LAST UPDATED: 2017.10.12

JOYCE SHEN



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## INDUSTRIAL TENANTS RELOCATION PLAN FOR 1401- 79 HUNTER AND 481 - 497 MOUNTAIN HIGHWAY

Intergulf Development has applied for approval to redevelop the site at 1401 Hunter Street. As a result, the light industrial tenants will need to vacate in time. We are cognizant of the disruption this may cause the tenants. We are committed to working with the District of North Vancouver and the tenants to assist in the transition, as well as attempt to retain the tenants on the North Shore.

This Relocation Plan presents Intergulf's offering in response to the District's request for information in the Staff Comments received on January 23, 2017. As requested, additional information has also been gathered for this plan:

- Updated tenant summary including current tenants (Appendix 1). This will be kept up-to-date throughout the zoning process
- Description of use (Appendix 1)
- Allowable commercial/EZLI zoning (Appendix 1)
- Approximate size of units
- Number of full - time and part - time employees

### 1.0 SUMMARY OF CURRENT TENANTS

Table 1 provides a snap shot summary of current tenancy, and Table 2 provides a summary of the duration of their tenancy. A detailed tenant summary can be found in Appendix 1. When Intergulf took possession of the site in May 2016, there were 23 tenants, including light industrial tenants and commercial tenants. From May 2016 – October 2017, 10 new tenants moved in and 17 tenants have moved on (Appendix 3.3 tracks their relocations).

There are presently 16 tenants in the complex. Among the 16 tenants, only 4 light industrial tenants were operating at this location before Intergulf took possession of the property in May 2016. More than half of the current tenants moved in after May 2016, and they have signed month-to-month tenancy agreements. These new tenants were obviously informed about the future development upon signing the month-to-month agreement, and they are fully aware of the temporary nature of their current tenancy agreements.

**Table 1: Summary of Current Tenancy**

	Light Industrial Tenancy (Started Before May 2016)	Commercial Tenancy (Started Before May 2016)	Light Industrial Tenancy (Started After May 2016)	Personal Usage Tenancy (Started After May 2016)
Number of Occupied Units	4	3	7	2
Total Sqft	6480	1362	17857	2940
Unit Type (sqft)	1000 sqft to 2280 sqft	420 sqft to 600 sqft	1200 sqft to 5292 sqft	800 sqft to 2130 sqft
Avg. Size (sqft)	1620	454	2551	1470
# of FT Employees	8	4	10	0
# of PT Employees	0	2	2	0
# of North Shore Residents	5	2	3	0
Total Occupied Sqft	28639			
Total Number of Occupied Unit	16			
Total Vacant Sqft	13911			
Average Rent (sqft/yr)	16.14			
Total # of Businesses	13*			
Total # of FT employees	30			
Total # of PT employees	4			
Total # of North Shore Residents	10			

\* Two units are occupied by Sea to Sky Installations, one unit is used as personal music studios, one unit is used as personal storage.

**Table 2: Summary of Tenancy Duration**

Tenancy	Number of Units
Less than 1 year	9 Units
Between 1 to 5 years	4 Units
Between 5 to 10 years*	3 Unit

\*Hydrochem Industries Inc, Sea to Sky Installations and Checkmark Accounting have resided in the building between 5 to 10 years

## 2.0 PROPOSED PLAN AND COMPENSATION FOR TENANTS

To better understand the tenants' needs with respect to relocation, Intergulf organized a public open house on December 12, 2016. All current tenants were invited to the open house to discuss how Intergulf could assist them with the transition. Based on the feedback from the open house and as on-going communication with DNV staff, Intergulf's proposed plan for assisting with the relocation consists of the following features:

- Tenant communication plan and a minimum of 6 months of notice
- Two months of free rent
- Long term tenants bonus
- Reimbursement of moving expenses
- Tenant relocation coordinator

### 2.1 Tenant Communication Plan

Intergulf is committed to offering a minimum of six months' notice to all tenants, including the tenants on a fixed term lease or month to month tenancy. The tenant communication milestones and key action items are listed as follows:

<b>December 2016</b>	Consultation with existing tenants regarding potential development and relocation plan
<b>January 2017</b>	Project update to tenants as per feedback at the public consultation meeting
<b>January 2017</b>	Initial consultation with DNV regarding relocation strategy
<b>January - July 2017</b>	Commercial real estate consultant to assist tenants with accommodation
<b>February 2017</b>	Relocation strategy to DNV for consideration
<b>October 2017</b>	Development application to be considered by DNV Council

Written correspondence and notifications to tenants regarding the public consultation meeting can be found in Appendix 2 and 3.



## 2.2 Two Months of Free Rent

Each light industrial tenant (4 in total) who moved in before May 2016 will receive 2 months of free rent for the last 2 months of the tenancy. The 4 tenants eligible for two months of free rent are as follows:

- AMJ Productions
- Lions Gate TV
- Hydrochem Industries
- Sea to Sky Installations

## 2.3 Long-term Tenants Bonus

In addition to the 2 months of free rent, the landlord will offer an additional 1 month of free rent to long term tenants (2 in total) operating in the building since January 2012. This is a total of 3 months of free rent for long term tenants. The 2 long-term tenants eligible for an additional 1 month of free rent are Hydrochem Industries and Sea to Sky Installations.

## 2.4 Reimbursement of Moving Expenses

Intergulf will designate a professional moving company to provide assistance to the tenants with the moving process. Intergulf will also reimburse moving costs for each tenant (7 in total) who moved in before May 2016 for up to \$1/sqft, for example, up to \$2300 for a 2300 sqft unit. The 7 tenants eligible for the reimbursement are as follows:

- AMJ Productions
- Lions Gate TV
- Hydrochem Industries
- Sea to Sky Installations
- DML Easy Scale
- Checkmark Accounting
- JC Elsey LTD

## 2.5 Tenant Relocation Coordinator

A commercial real estate agent, Mr. Ross Forman of Forman Pilkington, was retained by Intergulf to provide assistance to the tenants. Mr. Ross Forman has been made aware of each existing business' needs, and he is currently seeking suitable sites within the Lower Mainland with a focus on retaining the current tenants on the North Shore. For example, he has secured the places at 1408 Charlotte Rd, North Vancouver and a warehouse on Welch St, North Vancouver for the two tenants (Fabulous Furnishings and Suspension Werx) who moved out on Feb 28, 2017. He can be reached at email [ross@formanpilkington.com](mailto:ross@formanpilkington.com).

## 3.0 APPENDIXES

## Appendix 3.1 Current Light Industrial Tenants Summary

Unit Address	Tenant	Activity	Sqft	# of FT	# of PT	# of North Shore Res.	External Impacts	Use allowed in ETL/Commercial Zone?	Before May 2016?
481 Mt Hwy.	Kisameet Glacial Clay	Beauty product test lab	3045	1	1	1	n/a	Yes	No
489 Mt Hwy.	Kastor Energy	Lighting warehouse and showroom	2600	2	1	0	n/a	Yes	No
1439 Hunter St.	AMJ Productions	Personal music/editing studio/storage	1000	0*	0	0	noise	Yes	Yes
1479 Hunter St.	Lost Cairn	Cereals and crackers manufacture	1720	1	0	0	n/a	Yes	No
1475 Hunter St.	Lions Gate TV	Storage	2000	0*	0	0	n/a	Yes	Yes
1471 Hunter St.	[REDACTED]	Storage	2000	0*	0	0	n/a	Yes	No
1447 Hunter St.	Hydrochem Industries Inc.	Janitor supplies	1200	4	0	3	n/a	Yes	Yes
493 & 497 Mountain	RePurpose	Storage/Office	5292	1	0	0	n/a	Yes	No
1423 Hunter St.	Sea to Sky Installations	Warehouse	2000	0*	0	0	n/a	Yes	No
1419 Hunter St.	Sea to Sky Installations	Metal fab shop	2280	4	0	2	noise	Yes	Yes
1435 Hunter St.	Powell Contracting.	Workshop	1200	0	2	0	noise	Yes	No

\*Offsite storage or personal usage (e.g. music studio, personal storage)

**Appendix 3.2 Current Non Light-Industrial Tenants**

Unit Address	Tenant	Activity	Sqft	# of FT	# of PT	# of North Shore Res.	External Impacts	Use allowed in EZLI/Commercial Zone?	Before May 2016?
1463 Hunter St.	Rebel Properties	Personal music Studio	2140	0*	0	0	noise	Yes	No
1401 Hunter St.	[REDACTED]	Personal storage	800	0*	0	0	n/a	Yes	No
203 --- 1405 Hunter	DML Easy Scale	Office	600	0	1	1	n/a	Yes	Yes
201 -- 1405 Hunter	Checkmark Accounting	Office	342	2	1	1	n/a	Yes	Yes
202 -- 1405 Hunter	JC Elsey Ltd.	Office	420	2	0	0	n/a	Yes	Yes

\*Offsite storage or personal usage (e.g. music studio, personal storage)

**Appendix 3.3 Summary of Tenants Who Vacated Since May 2016**

Unit	Tenant	Sqft	MO date	New Address
1417 Hunter St	Westshore Marketing Group	2,280.00	10/15/2017	1215 Welch St, North Vancouver
1451 Hunter St	Chassie Mfg Ltd. (Joinery)	1,460.00	8/31/2017	Relocated to North Vancouver - new address unknown
1467 Hunter St	All Weather Coatings	2,300.00	30/04/2017	Relocated to 1552 Esquimalt Ave, West Vancouver
1431 Hunter St	North Vancouver Sundecks	1,200.00	2/28/2017	Relocated to unit 3 - 1433 Rupert St, North Vancouver
1471 Hunter St	Gravity Construction	2,000.00	11/30/2016	Relocated to 111 Brower Ave, North Vancouver
1401 Hunter St	Endless Biking	800.00	10/31/2016	Relocated to 1467 Crown St #101, North Vancouver
485 Mountain	Giant Bicycle	2,777.00	8/31/2016	Relocated to 2244 Dollarton Hwy #100, North Vancouver
1435 Hunter St	EcoWise Industries	1,200.00	8/31/2016	Relocated to 1775 Main St, North Vancouver
1417 Hunter St	Modern Drainage	2,280.00	6/30/2016	Relocated to 165 Amherst Ave, North Vancouver
1443 Hunter St	Suspension Werx	1,443.00	02/28/2016	Relocated to 1631 Welch St, North Vancouver
493 & 497 Mountain	Fabulous Furnishings	5,292.00	02/28/2016	Relocated to 1393 Charlotte, North Vancouver
1415 & 1411 Hunter St	Aers Auto Elec & Radiators	5,484.00	9/30/2016	N/A, works out of his van
1463 & 1459 Hunter St	NAL Dave	4,280.00	7/31/2016	N/A, retired
1405 Hunter St	Flavors in Film	1,000.00	8/31/2017	Could not locate tenant
1423 Hunter St	GEP Arrangement Inc.	2,000.00	01/12/2017	Could not locate tenant
1427 Hunter St	[REDACTED]	1,460.00	31/09/2016	Could not locate tenant
1479 Hunter St	BT Seeds	1,720.00	8/31/2016	Could not locate tenant



### **Appendix 3.4: Invitation Letter for Hunter St Tenant Meeting (Dec 2<sup>nd</sup>, 2016)**

#### **Re: Hunter Street Tenants Meeting and Open House**

Dear Tenant,

I am writing to invite you, as one of our industrial business tenants on Hunter Street, to a Tenants Meeting and Open House, to discuss the future of the Hunter Street site and your requirements going forward. As you likely know, Intergulf has submitted an application to redevelop our property on Hunter Street in the new "Lower Lynn Town Centre". Your current business is located on this property.

We would like to get a better understanding of what your future needs may be with respect to relocating, or otherwise transitioning your current industrial business. To this end, we would like to invite you to discuss your future business plans with us, and also explore if there is any way Intergulf can perhaps assist with this transition going forward.

This informal meeting and open house will be held on Monday 12 December from 5:00- 7:00 pm at 485 Mountain Highway (on site). All our Hunter Street tenants are being invited to this event. Information will be available about our development plans, time schedules, etc. Refreshments will be provided. Please come by anytime during that timeframe, and introduce yourself to me or one of my colleagues.

If possible please RSVP no later than next Friday 9 December to me, so that we can plan accordingly.

Yours truly,

**Richard White** MRAIC  
Senior Development Manager  
[rwhite@intergulf.com](mailto:rwhite@intergulf.com)

#### **Intergulf Development Group**

P.O. Box 10087 - Pacific Centre  
#880 - 700 West Georgia Street  
Vancouver, B.C., Canada, V7Y 1B6  
T: (604) 683-2406  
D: (604) 697-3317  
C: (604) 790-1837  
[www.intergulf.com](http://www.intergulf.com)



### **Appendix 3.5: Project update to Tenants (Jan 25<sup>th</sup>, 2017)**

#### **Tenant @ 1401 – 1479 Hunter Street and 481 – 497 Mountain Highway District of North Vancouver**

25 January 2017

#### **Re: Intergulf's Hunter Street Project Update**

Dear Tenant,

I am writing to you as one of our industrial business tenants on Hunter Street, to provide you with an update on Intergulf's development plans for this property. As you know, Intergulf has submitted an application to the District of North Vancouver to redevelop our Hunter Street property in Lynn Creek Town Centre. Your current business is located on this property.

You may recall that we invited all tenants to a meeting in December 2016 to discuss the future of the Hunter Street site and tenants' options going forward. Several tenants attended. The following is a summary of that discussion.

Intergulf provided an update on its development application process. It became clear that those tenants in attendance understand that they will need to vacate at some time; and their unanimous concern was timing. They were looking for clarity on termination notice periods, project timing, etc. Concern was also expressed with regards to increased property taxes and strata management service issues.

The following responses were provided by Intergulf:

- Our ability to confirm development timing is difficult as it is tied into a rezoning process schedule that is dependent on District of North Vancouver staff responses and timing, which Intergulf does not control. In addition, our construction start date is tied into ground water conditions on the site. However, Intergulf is committed to providing periodic updates to all tenants on the rezoning approvals process and development timing, as information becomes available, on an ongoing basis.
- Intergulf is committed to offering a minimum of six months' notice to all tenants, regardless of whether you are on fixed term lease or month to month.
- Intergulf is also willing to assist tenants with transition costs, such as offering reduced rents, relocation cost contributions, etc.
- Intergulf introduced the attending tenants to Mr. Ross Forman of Forman Pilkington, commercial real estate agents, who have been engaged by Intergulf to assist tenants in finding alternative workspace to lease. Mr. Forman indicated that at this time there are almost no vacancies for light industrial uses in the District, but over time he feels that those businesses that need space, should be able to find it.





Mr. Forman is also available to those tenants that were not in attendance at the tenants meeting, to assist you in finding alternative premises. We encourage you to contact Mr. Forman. He can be reached at email [ross@formanpilkington.com](mailto:ross@formanpilkington.com). We note that some tenants could possibly transition to commercial space as their business activities would comply, and some tenants have intentions to retire.

- Intergulf has spoken to Rancho, the strata manager for the property, about recent issues and lack of responsiveness to tenant's requests for assistance and action. This includes clarifying the issue of property back taxes that some tenants have paid to Rancho and others have apparently been told they do not need to pay. We are committed to working with tenants and Rancho to address any outstanding issues.

Please feel free to contact me if you need any further information.

Yours truly,

A handwritten signature in black ink, appearing to read 'R White'.

Richard White  
Senior Development Manager  
tel: 604 683-2406  
email: [rwhite@intergulf.com](mailto:rwhite@intergulf.com)

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct. 16, 2017</u>
<input type="checkbox"/> Other:	Date: _____

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

October 3, 2017

File: 09.3900.20/000.000

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** 2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)

**RECOMMENDATION:**

THAT "2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)" is ADOPTED.

**BACKGROUND:**

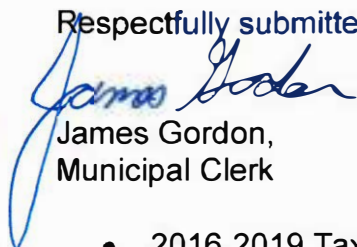
Bylaw 8261 received First, Second and Third Readings on October 2, 2017.

The bylaw is now ready to be considered for Adoption by Council. Note that tax exemption bylaws must be adopted on or before October 31<sup>st</sup> in the year preceding that in which they take effect.

**OPTIONS:**

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

Respectfully submitted,



James Gordon,  
Municipal Clerk

- 2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)
- Staff Report dated September 21, 2017

**SUBJECT: 2016-2019 Taxation Exemptions for Places of Public Worship Bylaw  
8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)**

October 3, 2017

Page 2

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev.	<input type="checkbox"/> Clerk's Office	External Agencies:
<input type="checkbox"/> Development Services	<input type="checkbox"/> Communications	<input type="checkbox"/> Library Board
<input type="checkbox"/> Utilities	<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> NS Health
<input type="checkbox"/> Engineering Operations	<input type="checkbox"/> Fire Services	<input type="checkbox"/> RCMP
<input type="checkbox"/> Parks	<input type="checkbox"/> ITS	<input type="checkbox"/> <b>NVRC</b>
<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 8261**

A bylaw to exempt from taxation certain places of public worship

---

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

#### **1. Citation**

This bylaw may be cited as “2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)”.

#### **2. Amendment**

The 2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131 is amended as follows:

- a) The following subsection is added to Section 2.1. and is exempt from taxation for the remaining two years (2018 – 2019):

- “v. Lot J, Block 4, South East ¼ of District Lot 617, Plan 1229, PID: 014-851-318, Roll # 030-0379-0000-5 (The B.C. Conference of the Mennonite Brethren Churches, 515 West Windsor Road).”

**READ** a first time October 2<sup>nd</sup>, 2017

**READ** a second time October 2<sup>nd</sup>, 2017

**READ** a third time October 2<sup>nd</sup>, 2017

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>October 2, 2017</u>
<input type="checkbox"/> Other:	Date: _____

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

September 21, 2017  
File: 05.1930/2017

**AUTHOR:** Cristina Rucci, Community Planner

**SUBJECT:** "2016 – 2019 Taxation Exemptions or Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)"

### RECOMMENDATION:

THAT:

"2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)" be now read a FIRST, SECOND and THIRD time.

### REASON FOR REPORT:

In compliance with Section 224(2)(f) of the *Community Charter*, the necessary bylaw amendment to add a parcel in providing permissive tax exemptions to Places of Public Worship has been prepared for Council's consideration.

### SUMMARY:

In order to provide permissive tax exemptions (PTEs), Council may, on or before October 31<sup>st</sup> of each year, adopt a bylaw to exempt certain lands or improvements (or both) from municipal taxation, including property related to buildings for public worship.

### BACKGROUND:

An application for PTE has been received from North Shore Pacific Grace MB Church located at 515 West Windsor Road. The proposed exemption is for the area of land surrounding the exempt building that is utilized for public worship purposes.

### EXISTING POLICY:

*Community Charter*

Although the *Community Charter* provides for statutory exemptions under Section 220 (1)(h) for buildings set apart for public worship and the land on which the building stands, Council has the authority, by bylaw, under Section 224(2)(f) of the *Charter* to grant permissive exemptions for:

- i. An area of land surrounding the exempt buildings,
- ii. A hall that the council considers is necessary to the exempt building and the land on which the hall stands; and
- iii. An area of land surrounding a hall that is exempt under subparagraph (ii).

**SUBJECT:** "2016 – 2019 Taxation Exemptions or Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)"

September 21, 2017

Page 2

**ANALYSIS:**

Council may grant a PTE for the land surrounding, as well as buildings related to, the place of public worship, as long as the property has a general statutory exemption applied under the *Charter* Section 220 (1)(h). While Section 224(5) of the *Community Charter* states that the bylaw adopted by Council with regards to Places of Public Worship does not need to; (a) establish a term for the exemption, or (b) give notice of the proposed bylaw, the bylaw attached aligns to the same four-year time frame as set through Taxation Exemptions by Council Guidelines.

**Timing/Approval Process:**

Pursuant to provision of the *Community Charter*, if Council wishes to exempt the buildings and lands noted in this report, Council must adopt the Places of Public Worship Bylaw by October 31<sup>st</sup> of the current year.

**Financial Impacts:**


If Council were to approve the recommendation for exemption for this parcel, the total 2017 exempt assessments would be \$461,000 and the related 2017 tax exemption would be \$2,206.

Respectfully submitted,

  
Cristina Rucci, RPP, MCIP  
Community Planner

for Cristina Rucci

**Attachment 1:** 2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)

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



**The Corporation of the District of North Vancouver****Bylaw 8261**

A bylaw to exempt from taxation certain places of public worship

---

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

**1. Citation**

This bylaw may be cited as "2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)".

**2. Amendment**

The 2016 – 2019 Taxation Exemptions for Places of Public Worship Bylaw 8131 is amended as follows:

- a) The following subsection is added to Section 2.1. and is exempt from taxation for the remaining two years (2018 – 2019):

"v. Lot J, Block 4, South East ¼ of District Lot 617, Plan 1229, PID: 014-851-318, Roll # 030-0379-0000-5 (The B.C. Conference of the Mennonite Brethren Churches, 515 West Windsor Road)."

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## AGENDA INFORMATION

☒ Regular Meeting☐ Other:

Date:

Date:

Oct. 16, 2017

Dept.  
ManagerGM/  
Director

CAO

## The District of North Vancouver

### REPORT TO COUNCIL

October 3, 2017

File: 09.3900.20/000.000

**AUTHOR:** James Gordon, Municipal Clerk**SUBJECT:** 2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)**RECOMMENDATION:**

THAT "2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)" is ADOPTED.

**BACKGROUND:**

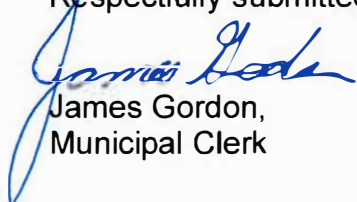
Bylaw 8260 received First, Second and Third Readings on October 2, 2017. Notice was given in accordance with Section 227 of the *Community Charter* on October 8 and 15, 2017.

The bylaw is now ready to be considered for Adoption by Council. Note that tax exemption bylaws must be adopted on or before October 31<sup>st</sup> in the year preceding that in which they take effect.

**OPTIONS:**

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

Respectfully submitted,



James Gordon,  
Municipal Clerk

- 2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015 Amendment Bylaw 8260, 2017 (Amendment 2)
- Staff Report dated September 21, 2017

**SUBJECT: 2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015,  
Amendment Bylaw 8260, 2017 (Amendment 2)**

October 3, 2017

Page 2

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

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

## **Bylaw 8260**

A bylaw to exempt certain lands and improvements from municipal taxation

---

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

### **1. Citation**

This bylaw may be cited as "2016 – 2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)".

### **2. Amendment**

The 2016 – 2019 Taxation Exemptions by Council Bylaw 8130 is amended as follows:

a) The following subsections are added to Section 2.a. and are exempt from taxation for the remaining two years (2018 – 2019):

- "13. 18<sup>th</sup> Street Community Care Society (18<sup>th</sup> Street Society) – group home. Lot 17, District Lot 2003, Plan 14360, PID: 004-231-023, (1063 Hendecourt Road, registered in the name of the MTR Asset Management Society - Roll # 051-1436-0160-1);
14. 18<sup>th</sup> Street Community Care Society (18<sup>th</sup> Street Society) – group home. Lot 11, Block 1, District Lot 2025, Plan 13004, PID: 008-749-001, (821 East 29<sup>th</sup> Street, registered in the name of the MTR Asset Management Society - Roll # 050-0742-6330-7);
15. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 4, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-094, (104-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1104-5);
16. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 22, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-272, (204-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1122-3);

17. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 41, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-469, (304-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1141-X);
  18. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 60, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-655, (404-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1160-6)."
- b) The following subsection is added to Section 2.b. and is exempt from taxation for the remaining two years (2018 – 2019):
- "5. The Corporation of the City of North Vancouver. Exemption only for portion of land identified on attached map Schedule A. District Lot 1620, Group 1 New Westminster District, PID: 025-906-224, (registered in the name of The Corporation of the City of North Vancouver – Roll # 090-0675-3800-2)."
- c) The following subsections are added to Section 2.j. and are exempt from taxation for the remaining two years (2018 – 2019):
- "20. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Amended Lot 12 (see 387078L), Block 14, District Lot 553, Plan 1815, PID: 014-266-423, (951 Hendry Avenue, registered in the name of the North Shore Disability Resource Centre Association - Roll # 080-0177-1000-6);
21. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Lot 3, Block 69, District Lot 598, Plan 18101, PID: 007-231-407, (750 West 23<sup>rd</sup> Street, registered in the name of the North Shore Disability Resource Centre Association - Roll # 011-1810-1020-8);
22. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Lot 55, District Lot 2025, Plan 17012, PID: 007-333-544, (2000 Rufus Drive, registered in the name of the North Shore Disability Resource Centre Association - Roll # 050-1701-2540-8)."

**READ** a first time October 2<sup>nd</sup>, 2017

**READ** a second time October 2<sup>nd</sup>, 2017

**READ** a third time October 2<sup>nd</sup>, 2017

**NOTICE** given in accordance with Section 227 of the *Community Charter* on the 8<sup>th</sup> and 15<sup>th</sup> day of October, 2017

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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






The map displays the proposed Lillooet Community Centre site, outlined in red. The site is divided into five distinct areas with the following areas:

- 38,172 m²
- 34,842 m²
- 90,219 m²
- 20,566 m²
- 74,470 m²

The map includes surrounding streets (Lillooet Rd, Tantalus Rd, Skeena Rd, Monashee Dr, Lillooet Lane, Edgewater Lane), water bodies (Lynn Creek, Seymour River), and residential lots with addresses.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct 2, 2017</u>
<input type="checkbox"/> Other:	Date: _____

<div style="text-align: center;">             Dept. Manager         </div>	<div style="text-align: center;">             GM/ Director         </div>	<div style="text-align: center;">             FCA CFO         </div>
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## The District of North Vancouver REPORT TO COUNCIL

September 21, 2017  
File: 05.1930

**AUTHOR:** Cristina Rucci, Community Planner

**SUBJECT:** 2016 - 2019 Taxation Exemptions by Council Bylaw 8130, 2015,  
Amendment Bylaw 8260, 2017 (Amendment 2)

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### RECOMMENDATION:

THAT Bylaw 8260, cited as "2016 - 2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)", which is included as Attachment 1, be now read a FIRST, SECOND, and THIRD time;

AND THAT prior to considering adoption of the Bylaw, public notice be given in accordance with Section 227 of the *Community Charter*.

### REASON FOR REPORT:

In compliance with the provisions of the *Community Charter* and the Taxation Exemptions by Council Guidelines, members of the Community Services Advisory Committee (CSAC) have reviewed nine new requests for Permissive Tax Exemptions (PTE) for the taxation years 2018 and 2019, from two agencies: North Shore Disability Resource Centre Association (NSDRC) and 18<sup>th</sup> Street Community Care Society (18<sup>th</sup> Street Society). CSAC has also reviewed a request from the City of North Vancouver for lands located adjacent to the North Vancouver Cemetery. These lands include forested areas surrounding the exempt Cemetery and the City-run works yard, and a portion of land leased to the District that currently contains 2 sports fields at the north end of the District's Inter River Park. Staff have prepared the necessary amending bylaw for Council's consideration based upon CSAC recommendations.

### SUMMARY:

In 2015, Council approved Bylaw 8130, which provided taxation exemptions from 2016 to 2019 for 35 different agencies. Since the approval, Council has approved additional requests for Permissive Tax Exemptions (PTEs) from various non-profit organizations. Most recently, staff received applications from North Shore Disability Resource Centre and 18<sup>th</sup> Street Society and the City of North Vancouver. CSAC reviewed these applications on September 20<sup>th</sup>, and based upon the criteria outlined in the "Taxation Exemptions by Council Guidelines" (Attachment 2), recommends they all be granted a PTE. An Amending Bylaw (inclusive to the year 2019) has been prepared based on the recommendations of the Committee. According to the *Community*

*Charter*, Council may, on or before October 31 of each year, adopt a bylaw to exempt certain lands or improvements (or both) from municipal taxation.

**BACKGROUND:**

The "Taxation Exemption by Council Guidelines", adopted by Council in 2007, was developed to recognize the fact that non-profit organizations contribute to the wellbeing of the citizens of the municipality. The Guidelines include a number of criteria that must be met by organizations applying for a PTE. The Community Services Advisory Committee (CSAC), which has been given the authority by Council to review PTE applications, has assessed each of the new applications to ensure they comply with the criteria.

The Guidelines also include a financial cap equal to 0.6% of the tax levy, which is applicable to Section 224 exemptions only (See Attachment 3, Excerpt from *Community Charter* section 224, General authority for permissive exemptions). When the requested funding exceeds the financial cap of the 0.6% of the tax levy, CSAC has authority to allocate funds to applicants (within the limits of the financial cap) in the best interests of the District and make recommendations to Council. Under this authority, some applicants might receive 100% of a funding request while other applicants might receive less than 100%.

Section 3.0 of the Policy further outlines specific criteria related to the review process. To summarize, the policy states that the CSAC will review PTEs in the second year of Council's mandate and that the Bylaw will be reviewed every four years to align with Council's four year term. Moreover, the Policy states that new applications received in years one, three, and four of a Council mandate, will only be considered if there is room in the financial cap, if Council deems a service to be a District service or deems there to be a community need.

The total estimated PTE for the applications being recommended by CSAC is \$52,927.

**EXISTING POLICY:**

Taxation Exemptions by Council Guidelines (Attachment 2)

Excerpt from Community Charter, section 224, General authority for permissive exemptions (Attachment 3).

**ANALYSIS:**

At their regular meeting held on September 20, 2017, members of the CSAC considered nine new PTE applications from North Shore Disability Resource Centre, 18<sup>th</sup> Street Society, as well as a 10<sup>th</sup> application from the City of North Vancouver. The Committee confirmed that the new applications submitted by 18<sup>th</sup> Street Society and NSDRC met the tax exemption criteria as provided in the Policy and provided a recommendation for approval. The application made by the City of North Vancouver was also supported with the exception of the City Works Yard, which the committee determined did not meet the criteria outlined in the Taxation Exemptions by Council Guidelines. A summary of the organization and the services that they provide is outlined below:

North Shore Disability Resource Centre (NSDRC)

The North Shore Disability Resource Centre (NSDRC) provides programs and services to people with disabilities and their families and caregivers to help them be active members of their communities. To achieve this end, NSDRC offers a variety of programs and services to its clients including information and advocacy services, infant development program, teen and pre-teen programs, adult life skills, as well as residential services.

Both Support Living and Independent Living Programs are offered through NSDRC. The Supported Living Program is for adults and children with disabilities who need someone to care from them 24 hours a day. Referrals for adult support are required from Community Living BC and referrals for children are required from the Ministry of Children and Family Development. The Independent Living Program is for adults with disabilities who need some assistance in living in a home and in the community. The residents do not require 24 hour care. Referrals for the program are made from VHC, or directly to the program.

NSDRC is applying for PTEs for 3 properties located at 951 Hendry Avenue, 750 West 23<sup>rd</sup> Street, and 2000 Rufus Drive, as well as 5 apartment units on Mountain Highway. The housing will be fully accessible and supported and will be directed to primarily North Shore residents living with disabilities.

CSAC has determined that the applications made by NSDRC met the criteria included in the Taxation Exemption by Council Guidelines.

18<sup>th</sup> Street Society

18<sup>th</sup> Street Community Care Society is seeking a PTE for 2 properties located at 1063 Hendecourt Road and 821 E 29<sup>th</sup> Street. Both properties will be used as supported living group homes for patients who have mental health and addiction issues.

18<sup>th</sup> Street Society has specific Community Health Services Agreements with VCH to provide supported living group homes and semi-independent living apartment for patients who have mental health and additions issues. As such, only individuals selected by VCH will have access to the facility. The program assists clients by helping them achieve independence and an improved quality of life. Each of the patients has a caseworker who monitors progress and in some instances Community Support Living Workers are assigned to clients depending on need.

CSAC has determined that the applications made by 18<sup>th</sup> Street Society met the criteria included in the Taxation Exemption by Council Guidelines.

City of North Vancouver (CNV)

BC Assessment recently completed a review of properties in the Lillooet Road area (Lynnmour North). A parcel of land owned by the CNV that contains The North Vancouver Cemetery, among other uses, was evaluated as part of this process. BC Assessment determined it had inaccurately interpreted and applied statutory exemption options provided through the *Community Charter*. Property owned by a municipality (the City) within another municipal jurisdiction (the District) does not qualify for a statutory exemption.

This mistake in statutorily exempting the entire property valuation has led to no taxes being payable, however, beginning in 2018, the assessed value of the non-cemetery lands will become taxable.

In late August, the CNV was notified by BC assessment of the misinterpretation of *Community Charter* section 220. BC Assessment has notified the CNV and District of a prospective correction to the 2018 Assessment Roll.

Permissive Tax Exemption Eligibility - CNV

Section 224 (2) (b) of the *Community Charter* provides the authority to exempt the portions of land that are not directly utilized for the Cemetery through the provision of a PTE. Tax exemption may be provided for land and improvements that are owned by other local authorities and which Council considers are used for the sole purpose of the local government. While the cemetery lands qualify for a provincial statutory exemption, the portion of Inter River Park sport fields (DNV leased parkland), forested green space, and the CNV works yard that are also part of this parcel could be provided a PTE.

The City of North Vancouver has recently submitted an application for a PTE for Council's consideration. The request for a PTE applies to the entire site, a portion of which is leased to the District for two sport fields at the north end of the Districts Inter River Park, and an area of forest alongside the cemetery.

The City's works yard, which is used for storing and repurposing excavated material for City sites, does not meet the following criteria from the Taxation Exemptions by Council Guidelines:

1.10 Organizations must offer services primarily to the broader community of citizens of the District of North Vancouver, and justify the need for that service;

For the purposes of general provisions 1.9 and 1.10, in establishing need for direct social, community, cultural or recreational services, the Community Services Advisory Committee has the power to make a distinction between addressing "need" and providing "choice" and will recommend to Council only those applications that address need.

The CSAC determined that the forested lands surrounding the cemetery, the two sports fields (leased by the District) at the north end of the Districts Inter River Park, and forested area alongside the cemetery meet the guidelines outlined in the Taxation Exemptions by Council Guidelines policy.

Because this is a unique situation, the CSAC's and District staff recommendations are to grant a PTE to the parcel for the areas, not including the area of land occupied by the works yard.

Based on the 2017 exempt assessment for the area of land surrounding the Cemetery, the taxable estimated financial impact amounts to \$85,083 (\$46,828 municipal and \$38,255 other agencies). In relation to the overall amount, \$9,546 in municipal taxes pertains to the area of land that is under lease agreement to the District, \$29,222 for the forested area occupied by the City, and \$8,060 for the works yard.

**SUBJECT: 2016 - 2019 Taxation Exemptions by Council Bylaw 8130, 2015,  
Amendment Bylaw 8260, 2017 (Amendment 2)**

September 21, 2017

Page 5

**Timing/Approval Process:**

Pursuant to provision of the *Community Charter*, Council must adopt Permissive Tax Exemption Bylaws by October 31<sup>st</sup> of each year. Public notice must be provided in accordance with *Charter Section 227* prior to adoption of the Permissive Tax Exemption Bylaw.

**Financial Impacts:**

Based upon the report recommendation the general assessment valuation for the ten properties is \$14,941,300 and will result in \$52,927 in taxes exempted. In total, \$504,868 in tax exemptions are being provided by the program, with \$50,549 available for future utilization within a cap of \$555,417.

Due to the unique nature of the CNV property residing in the District of North Vancouver, staff recommends that this PTE be excluded from the cap given that the cap is intended for community services, arts and cultural activities and recreational services which are viewed as an extension of municipal services.

**Social Policy Implications:**

By providing PTEs to non-profit organizations that deliver preventative and support services, the District furthers the aims of social sustainability by leveraging our resources effectively to assist in meeting the needs of people in our community.

**Options:**

The following options are available for Council's consideration:

1. Approve the recommendations of the Community Services Advisory Committee regarding Permissive Taxation Exemptions for 2016 - 2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)
2. Deny the permissive tax exemptions applications,
3. Advise staff to contact the applicants and advise them to re-apply in 2019 so that Council can consider all of the permissive tax exemptions at one time.

Respectfully submitted,



Cristina Rucci, RPP, MCIP  
Social Planner

**Attachment 1:** 2016 - 2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)



**Attachment 2: Taxation Exemptions by Council Guidelines**

**Attachment 3: Excerpt from Community Charter**

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev.	<input type="checkbox"/> Clerk's Office	External Agencies:
<input type="checkbox"/> Development Services	<input type="checkbox"/> Communications	<input type="checkbox"/> Library Board
<input type="checkbox"/> Utilities	<input checked="" type="checkbox"/> Finance <i>SW</i>	<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 8260**

A bylaw to exempt certain lands and improvements from municipal taxation

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

**1. Citation**

This bylaw may be cited as “2016 – 2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)”.

**2. Amendment**

The 2016 – 2019 Taxation Exemptions by Council Bylaw 8130 is amended as follows:

a) The following subsections are added to Section 2.a. and are exempt from taxation for the remaining two years (2018 – 2019):

- “13. 18<sup>th</sup> Street Community Care Society (18<sup>th</sup> Street Society) – group home. Lot 17, District Lot 2003, Plan 14360, PID: 004-231-023, (1063 Hendecourt Road, registered in the name of the MTR Asset Management Society - Roll # 051-1436-0160-1);
14. 18<sup>th</sup> Street Community Care Society (18<sup>th</sup> Street Society) – group home. Lot 11, Block 1, District Lot 2025, Plan 13004, PID: 008-749-001, (821 East 29<sup>th</sup> Street, registered in the name of the MTR Asset Management Society - Roll # 050-0742-6330-7);
15. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 4, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-094, (104-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1104-5);
16. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 22, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-272, (204-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1122-3);

17. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 41, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-469, (304-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1141-X);
  18. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – accessible housing. Strata Lot 60, District Lot 2023, Group 1 New Westminster District Strata Plan EPS3711 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, PID: 030-005-655, (404-3205 Mountain Highway, registered in the name of the North Shore Disability Resource Centre Association – Roll # 051-4037-1160-6).”
- b) The following subsection is added to Section 2.b. and is exempt from taxation for the remaining two years (2018 – 2019):
- “5. The Corporation of the City of North Vancouver. Exemption only for portion of land identified on attached map Schedule A. District Lot 1620, Group 1 New Westminster District, PID: 025-906-224, (registered in the name of The Corporation of the City of North Vancouver – Roll # 090-0675-3800-2).”
- c) The following subsections are added to Section 2.j. and are exempt from taxation for the remaining two years (2018 – 2019):
- “20. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Amended Lot 12 (see 387078L), Block 14, District Lot 553, Plan 1815, PID: 014-266-423, (951 Hendry Avenue, registered in the name of the North Shore Disability Resource Centre Association - Roll # 080-0177-1000-6);
  21. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Lot 3, Block 69, District Lot 598, Plan 18101, PID: 007-231-407, (750 West 23<sup>rd</sup> Street, registered in the name of the North Shore Disability Resource Centre Association - Roll # 011-1810-1020-8);
  22. North Shore Disability Resource Centre Association (North Shore Disability Resource Centre Foundation) – group home. Lot 55, District Lot 2025, Plan 17012, PID: 007-333-544, (2000 Rufus Drive, registered in the name of the North Shore Disability Resource Centre Association - Roll # 050-1701-2540-8).”

**READ a first time**

**READ** a second time

**READ** a third time

**NOTICE** given in accordance with Section 227 of the *Community Charter* on

**ADOPTED**

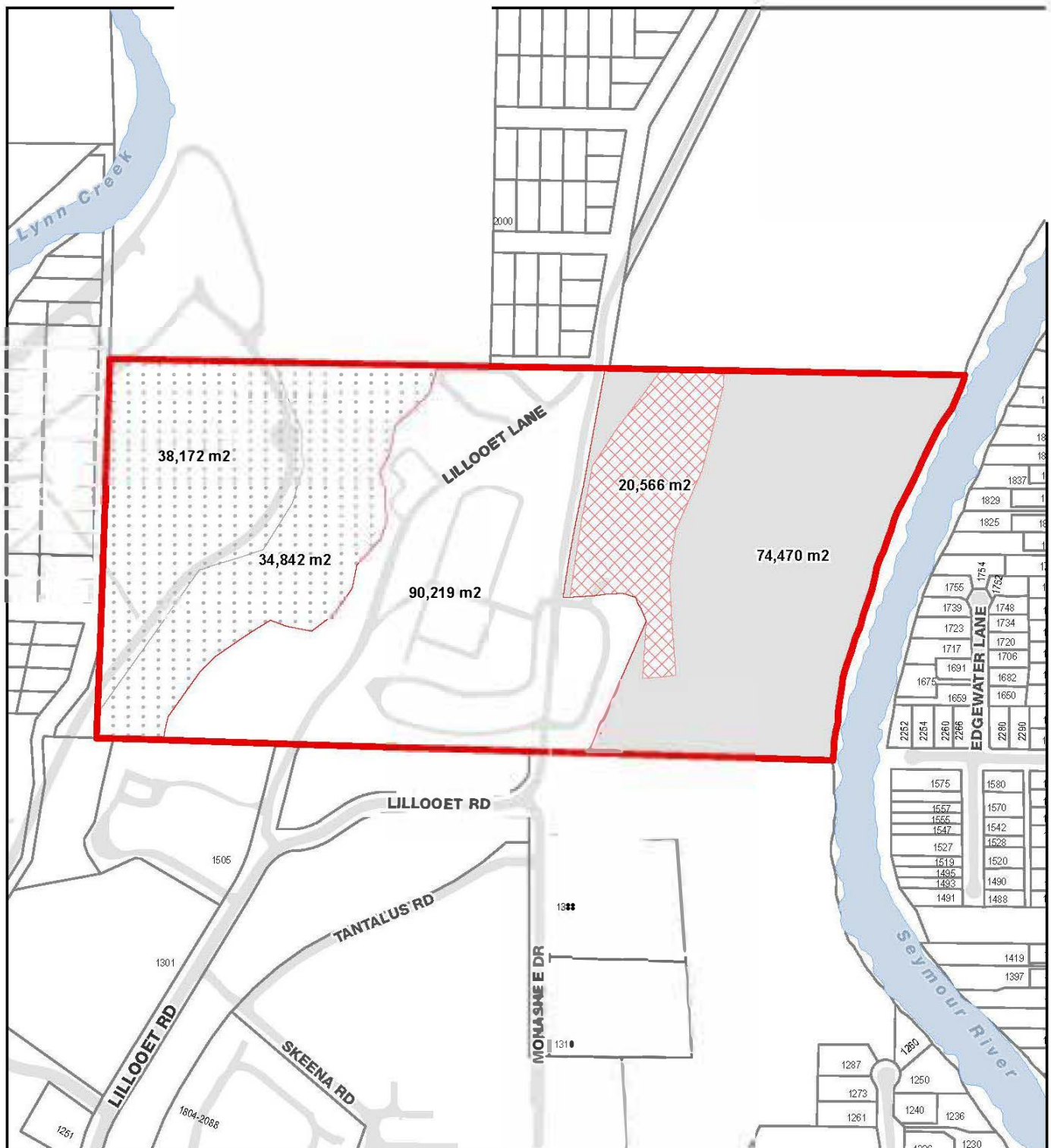
\_\_\_\_\_  
Mayor

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

Certified a true copy

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

**Schedule A**  
**2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015**  
**Amendment Bylaw 8260, 2017 (Amendment 2)**



- |        |              |                                  |
|--------|--------------|----------------------------------|
| Parcel | Cemetery     | CNV Works Yard (Taxable Portion) |
|        | CNV Parkland | DNV Parkland                     |





## The Corporation of the District of North Vancouver

### CORPORATE POLICY MANUAL

Section:	Finance	5
Sub-Section:	Permissive Tax Exemptions	1970
Title:	TAXATION EXEMPTIONS BY COUNCIL GUIDELINES	3

#### POLICY

The *Community Charter* provides that on or before October 31 in any year, Council may, by bylaw, exempt land and/or improvements from municipal property taxes. In addition to the *Community Charter* requirements, those organizations applying for exemption must comply with the guidelines set out in this policy.

#### REASON FOR POLICY

The Council recognizes that such organizations contribute to the well being of the citizens of the Municipality and to the improvement of their quality of life, and that exemption from taxation by Council may effectively promote enhanced community services.

#### AUTHORITY TO ACT

Retained by Council

#### PROCEDURE

##### Criteria for Taxation Exemption by Council

Exemptions provided for in Section 224 (General Authority for Permissive Tax Exemptions) and covered by these guidelines are at the discretion of Council. There is no obligation to give an exemption. Council may also consider partial exemptions of less than 100%.

A financial cap equal to 0.6% of the tax levy applies to Section 224 exemptions only and specifically exclude Section 225 (Partnering, heritage, riparian and other special exemption authority) or Section 226 (Revitalization tax exemptions). When the funding requested exceeds the financial cap of 0.6% of the tax levy, the Community Services Advisory Committee has authority to allocate funds to applicants (within the limits of the financial cap) in the best interests of the District and make its recommendation to council. Under this authority some applicants might receive 100% of a funding request while other applicants might receive less than 100%.

Council may impose restrictions on the use of the property and may require the applicant to enter into an operating agreement or other legal agreement as a condition of an exemption. (eg: a requirement that sports groups be open to the public on Saturdays).

Organizations applying for taxation exemptions must successfully meet each general criteria.

##### 1.0 General Criteria

- 1.1 Exemptions are based on the Section 224 use of the property, not on the charitable status of the organization as a whole.
- 1.2 In the case of non-profit organizations seeking permissive tax exemption on private property, only private property that is entirely used for charitable, philanthropic will be considered for exemption (ie: no partial exemptions based on portions of property used for charitable or philanthropic).
- 1.3 The operations of the applicant on the property must be consistent with municipal policies, plans, bylaws, codes and regulations.
- 1.4 In the case of non-profit organizations seeking tax exemption, only property that is utilized to provide services for and/or to support to all District residents, without discrimination, will be considered.



- 1.5 PTEs will not be considered where Council believes that an exemption will result in the inappropriate downloading of responsibilities and costs of other levels of government to local taxpayers.
- 1.6 Organizations that disparage others are not eligible for a Permissive Tax Exemption.
- 1.7 Receipt of a Permissive Tax Exemption will be taken into consideration when organizations apply for other municipal grants.
- 1.8 Organizations must meet the guidelines of section 224 of the Community Charter;
- 1.9 Organizations must be non-profit and must provide needed:
- direct social & community services to District residents; or
  - arts and cultural activities of demonstrable benefit to District residents and that can be reasonably considered to provide a unique extension of municipal arts and cultural services; or
  - recreational services to District residents that can reasonably be considered an extension of municipal recreational services,
- 1.10 Organizations must offer services primarily to the broader community of citizens of the District of North Vancouver, and justify the need for that service;
- For the purposes of general provisions 1.9 and 1.10, in establishing need for direct social, community, cultural or recreational services, the Community Services Advisory Committee has the power to make a distinction between addressing “need” and providing “choice” and will recommend to Council only those applications that address need.
- 1.11 Organizations must show evidence of ongoing, active volunteer involvement;
- 1.12 Organizations must present proof of financial responsibility and accountability;
- The organization must provide any financial information and supporting information requested and, at a minimum, provide the previous year’s financial statements as per Section 7.1.
  - In assessing applications, the DNV will consider the ability of the organization to raise its own revenues.
- 1.13 Organizations must provide evidence of seeking funding from other sources, including exemptions from other levels of Government;

## 2.0 Applications

- 2.1 Application Form - The application form supplied by the municipality must be utilized by all applicants for tax exemption. The application form requires organizations to:
- 2.1.1 declare under which subsection of section 224(2) of the *Community Charter* they are claiming the exemption;
  - 2.1.2 provide a full description of the organization, its purposes and programmes;
  - 2.1.3 provide all necessary documentation to support the status they claim; and
  - 2.1.4 provide financial statements in accordance with section 7 of this policy.
- 2.2 Completeness of Information Supplied - Unless all required information is supplied or a suitable explanation offered as to why this information cannot be supplied, the tax exemption application will not be considered.

2.3 Deadline - The deadline for applications in any year shall be set by the Community Services Advisory Committee and be strictly adhered to. The deadline must be on or before April 30<sup>th</sup> of the year preceding the year of tax exemption. Applications received after the deadline will only be considered if they meet the criteria under Section 2.4

2.4 Applications for Exemption Received after the Deadline – Subject to the provisions of the *Community Charter*, requests for exemption by Council which are received after the deadline will only be considered if they meet the following conditions:

2.4.1 The application complies with the tax exemption by Council guidelines as outlined in Section 1.0 of this policy;

2.4.2 The requirement for exemption was not reasonably foreseeable at the date of the deadline for exemptions for the current period;

2.4.3 Adequate justification is provided for not meeting the deadline for application for exemption for the current period.

2.4.4 A taxation exemption application form is completed.

Staff will review any application received after the deadline and provide recommendations to Council.

### 3.0 Review Process

3.1 Applications will be received by staff.

3.2 In the second year of council's mandate, the applications will be reviewed by the Community Services Advisory Committee, working with a staff liaison. A report and the necessary bylaw will be prepared for Council consideration by August 31st. Additional material, including completed applications, will be forwarded to Council only if specifically requested by Council.

3.3 Council approves a Permissive Tax Exemption bylaw once every three years in the second year of a Council's three year mandate. The bylaw is in effect for a three year period. The bylaw is supported by a full review of all applications.

3.4 New applications received in years one and three of a council mandate, will only be considered if there is room in the financial cap, if Council deems a service to be a District service or deems there to be a community "need".

3.5 Once Permissive Tax Exemption applications have been reviewed by the Community Services Advisory Committee and, it is confirmed that the total applications exceed the financial cap of .6% of the tax levy, the Community Services Advisory Committee will have the authority to allocate funds to applicants within the limits of the financial cap and make their recommendation to council. Staff will work with the Committee to establish allocation mechanisms.

### 4.0 Publication of Taxation Exemptions by Council Process and Criteria

4.1 The District Taxation Exemptions by Council Process and Guidelines will be publicized by posting a notice advising the Community of the Tax Exemption by Council process and criteria.

4.2 Taxation Exemptions by Council will be reported annually.

5.0 Council to Provide Notice of Permissive Tax Exemptions Prior to Adoption of Bylaw

5.1 Pursuant to Section 227 of the *Community Charter*, prior to adoption of a proposed bylaw to exempt property from taxation, Council is required to give notice of the bylaw. The notice must:

5.1.1 identify the property that would be subject to the bylaw,

5.1.2 describe the proposed exemption,

5.1.3 state the number of years that the exemption may be provided, and

5.1.4 provide an estimate of the amount of taxes that would be imposed on the property if it were not exempt, for the year in which the proposed bylaw is to take effect and the following 2 years.

6.0 Acknowledgement of Taxation Exemptions by Council

6.1 All recipients of tax exemptions from the District of North Vancouver are required to publicly acknowledge the exemption.

6.2 This information is to be communicated to all beneficiaries, either in the local newspaper or through a letter, as well as, if applicable, in a prominent location in their publication.

6.3 If such publication lists community and government organizations in North Vancouver, such a list should also include the Council of the District of North Vancouver.

7.0 Accountability

7.1 When applying for a taxation exemption by Council, or upon request, the applicant will supply an audited financial statement for the most recent fiscal year, or where audited financial statements are not available, the applicant will supply financial statements that have been verified as correct by two signing officers from the organization.

Approval Date:	May 6, 2002	Approved by:	Regular Council
1. Amendment Date:	September 10, 2007	Approved by:	Regular Council
2. Amendment Date:		Approved by:	
3. Amendment Date:		Approved by:	

## **Excerpt from Community Charter**

### **General authority for permissive exemptions**

**224** (1) A council may, by bylaw in accordance with this section, exempt land or improvements, or both, referred to in subsection (2) or (3) from taxation under section 197 (1) (a) [*municipal property taxes*], to the extent, for the period and subject to the conditions provided in the bylaw.

(2) Tax exemptions may be provided under this section for the following:

(a) land or improvements that

(i) are owned or held by a charitable, philanthropic or other not for profit corporation, and

(ii) the council considers are used for a purpose that is directly related to the purposes of the corporation;

(b) land or improvements that

(i) are owned or held by a municipality, regional district or other local authority, and

(ii) the council considers are used for a purpose of the local authority;

(c) land or improvements that the council considers would otherwise qualify for exemption under section 220 [*general statutory exemptions*] were it not for a secondary use;

(d) the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if

(i) the land or improvements are owned by a public authority or local authority, and

(ii) the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization;

(e) the interest of a public authority, local authority or any other corporation or organization in land or improvements that are used or occupied by the corporation or organization if

(i) the land or improvements are owned by a person who is providing a municipal service under a partnering agreement,

(ii) an exemption under section 225 [*partnering and other special tax exemption authority*] would be available for the land or improvements in relation to the partnering agreement if they were used in relation to the service,

(iii) the partnering agreement expressly contemplates that the council may provide an exemption under this provision, and

(iv) the land or improvements are used by the corporation or organization for a purpose in relation to which an exemption under this Division or Division 6 of this Part would apply or could be provided if the land or improvements were owned by that corporation or organization;

(f) in relation to property that is exempt under section 220 (1) (h) [*buildings for public worship*],

(i) an area of land surrounding the exempt building,

### Attachment 3

(ii) a hall that the council considers is necessary to the exempt building and the land on which the hall stands, and

(iii) an area of land surrounding a hall that is exempt under subparagraph (ii);

(g) land or improvements used or occupied by a religious organization, as tenant or licensee, for the purpose of public worship or for the purposes of a hall that the council considers is necessary to land or improvements so used or occupied;

(h) in relation to property that is exempt under section 220 (1) (i) *[seniors' homes]*, (j) *[hospitals]* or (l) *[private schools]*, any area of land surrounding the exempt building;

(i) land or improvements owned or held by an athletic or service club or association and used as a public park or recreation ground or for public athletic or recreational purposes;

(j) land or improvements owned or held by a person or organization and operated as a licensed community care facility or registered assisted living residence under the *Community Care and Assisted Living Act*;

(k) land or improvements for which a grant has been made, after March 31, 1974, under the *Housing Construction (Elderly Citizens) Act* before its repeal.

(3) The authority under subsection (2) (e) and (g) to (j) is not subject to section 25 (1) *[prohibition against assistance to business]*.

(4) Subject to subsection (5), a bylaw under this section

(a) must establish the term of the exemption, which may not be longer than 10 years,

(b) may only be adopted after notice of the proposed bylaw has been given in accordance with section 227 *[notice of permissive tax exemptions]*, and

(c) does not apply to taxation in a calendar year unless it comes into force on or before October 31 in the preceding year.

(5) Subsection (4) (a) and (b) does not apply in relation to exemptions under subsection (2) (f) and (h).

(6) If only a portion of a parcel of land is exempt under this section, the bylaw under this section must include a description of the land that is satisfactory to the assessment commissioner.

(7) A bylaw under this section ceases to apply to property, the use or ownership of which no longer conforms to the conditions necessary to qualify for exemption and, after this, the property is liable to taxation.