

AGENDA

REGULAR MEETING OF COUNCIL

Monday, November 27, 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

THIS PAGE LEFT BLANK INTENTIONALLY

REGULAR MEETING OF COUNCIL

7:00 p.m.
Monday, November 27, 2017
Council Chamber, Municipal Hall,
355 West Queens Road, North Vancouver

AGENDA

BROADCAST OF MEETING

- Online at 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
- Bylaw 8215 – Rezoning 1401-1479 Hunter Street & 481-497 Mountain Highway
- Bylaw 8233 – Phased Development Agreement 1401-1479 Hunter Street & 481-497 Mountain Highway
- Bylaw 8262 – OCP Amendment 1923 Purcell Way
- Bylaw 8263 – Rezoning 1923, 1935, 1947 and 1959 Purcell Way
- Bylaw 8273 – Rezoning Removal of Density Bonus for Energy Provisions from the Zoning Bylaw

1. ADOPTION OF THE AGENDA

1.1. November 27, 2017 Regular Meeting Agenda

Recommendation:

THAT the agenda for the November 27, 2017 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

2. PUBLIC INPUT

(limit of three minutes per speaker to a maximum of thirty minutes total)

3. PROCLAMATIONS

4. RECOGNITIONS

5. DELEGATIONS

6. ADOPTION OF MINUTES

6.1. November 14, 2017 Public Hearing

p. 9-17

Recommendation:

THAT the minutes of the November 14, 2017 Public Hearing are received.

7. RELEASE OF CLOSED MEETING DECISIONS

8. COUNCIL WORKSHOP REPORT

9. REPORTS FROM COUNCIL OR STAFF

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

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

Recommendation:

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

9.1. 2018 Utility Rate Bylaws

p. 21-25

File No. 05.1700/2017

9.1.1. Bylaw 8269: Waterworks Regulation Bylaw 8269 (Amendment 63) User Charges and Service Fees for 2018

p. 27-38

File No. 05.1700

Recommendation:

THAT "Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8269, 2017 (Amendment 63)" is given FIRST, SECOND and THIRD Readings.

9.1.2. Bylaw 8270: Sewer Bylaw 8270 (Amendment 29) User Charges and Service Fees for 2018

p. 39-45

File No. 05.1700

Recommendation:

THAT "Sewer Bylaw 6656, 1994, Amendment Bylaw 8270, 2017 (Amendment 29)" is given FIRST, SECOND and THIRD Readings.

- 9.1.3. Bylaw 8280: Solid Waste Collection and Recycling Service Fees - p. 47-59**
2018, Bylaw 8280
File No. 05.1700

Recommendation:

THAT "Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8280, 2017 (Amendment 15)" is given FIRST, SECOND and THIRD Readings.

- 9.2. Annual Review of Fees and Charges 2018 – Bylaw Amendment 54 p. 61- 113**
File No. 05.1930

Recommendation:

THAT "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8268, 2017 (Amendment 54)" is given FIRST, SECOND and THIRD Readings.

- 9.3. Bylaws 8215, 8216 and 8233: 1401-1479 Hunter Street & 481-497 p. 115-299**
Mountain Highway
File No. 08.3060.20/050.16

Recommendation:

THAT "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" is given SECOND and THIRD Readings;

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

AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" is given SECOND and THIRD Readings.

- 9.4. Buy Local Policy p. 301-303**
File No. 01.0530/Council General/File

Recommendation:

THAT staff be directed to investigate if a 'buy local' purchasing policy could be implemented in order to support local business, while still complying with a local government's obligations for open, transparent and non-discriminatory procurement practices under provincial, federal and international trade agreements.

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 November 27, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

MINUTES

THIS PAGE LEFT BLANK INTENTIONALLY

DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, November 14, 2017 commencing at 7:00 p.m.

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

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

Staff: Mr. D. Milburn, General Manager – Planning, Properties and Permits
Ms. J. Paton, Manager – Development Planning
Ms. L. Brick, Deputy Municipal Clerk
Ms. C. Archer, Confidential Council Clerk
Mr. K. Khoshons, Senior Project Engineer
Mr. E. Wilhelm, Development Planner

District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)

Purpose of Bylaw:

Bylaw 8215 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 103 (CD103) and rezone the subject site from Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11) to Comprehensive Development Zone 103 (CD103). The CD103 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping and parking.

Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)

Purpose of Bylaw:

Bylaw 8233 will authorize a phased development agreement associated with the proposed development.

The developer is Intergulf Development (Hunter 2) Corp. The phased development agreement stipulates that the development rights in CD103, including permitted uses, maximum densities and maximum heights (sections 4B103-2 to 4B103-17), may not be amended or repealed for 10 years. It is anticipated that the development will be built-out over the 10 year period during which time the phased development agreement requires the developer to provide the community amenities, which includes a community centre shell.

The developer is entitled to sell the property and assign its rights under the phased development agreement provided that the purchaser assumes all of the developers obligations, including the delivery of the community centre shell.

1. OPENING BY THE ACTING MAYOR

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

In Acting Mayor MacKay-Dunn's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed 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;
- Any additional presentations will only be allowed at the discretion of the Chair.
- The binder containing documents and submissions related to these bylaws is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

2. INTRODUCTION OF BYLAWS BY THE CLERK

Ms. Linda Brick, Deputy Municipal Clerk, introduced the proposed Bylaws, stating that Bylaw 8215 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 103 (CD103) and rezone the subject site from Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11) to Comprehensive Development Zone 103 (CD103). The CD103 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping and parking.

Bylaw 8233 will authorize a phased development agreement associated with the proposed development.

The developer is Intergulf Development (Hunter 2) Corp. The phased development agreement stipulates that the development rights in CD103, including permitted uses, maximum densities and maximum heights (sections 4B103-2 to 4B103-17), may not be amended or repealed for 10 years. It is anticipated that the development will be built-out over the 10 year period during which time the phased development agreement requires the developer to provide the community amenities, which includes a community centre shell.

The developer is entitled to sell the property and assign its rights under the phased development agreement provided that the purchaser assumes all of the developer's obligations, including the delivery of the community centre shell.

3. PRESENTATION BY STAFF

Mr. Erik Wilhelm, Development Planner, provided an overview of the proposal elaborating on the introduction by the Deputy Municipal Clerk.

Mr. Wilhelm advised that:

- The proposal is for a 326-unit residential development in two primary buildings at sixteen and twenty-seven storeys in height, with a four-storey townhouse building between, and an approximately 28,000 square foot civic community centre in the Lynn Creek Town Centre;
- The site is designated Commercial Residential Mixed Use Level 3 in the Official Community Plan (OCP), which allows a maximum floor space ratio (FSR) of 3.5;
- The proposal includes a housing agreement to prevent rental restrictions on the units;
- Seylynn Park is located to the north and west of the site, a District Fire Hall, existing single-family homes and a plant nursery are located to the east, the District Operations Centre, a mixed-use apartment building and light industrial properties are located to the south;
- The lands east of Mountain Highway are designated Residential Mixed Use level 3 in the OCP, allowing for future development to a higher density;
- The site is currently occupied by light industrial buildings, comprised of thirty units, fourteen of which are currently vacant;
- A tenant assistance package is being offered by the developer, including a minimum of six months notice, two or three months free rent, depending on the duration of tenancy and the assistance of a commercial realtor to assist with relocation;
- The recently endorsed Maplewood Village Centre and Innovation District Implementation Plan and Design Guidelines includes the expansion of employment lands, with over one million square feet of floor area in the Maplewood area by 2030;
- The site is adjacent to the Frequent Transit Network and within walking distance of Phibbs Exchange, shops and services;
- The Lynn Creek Town Centre Implementation Plan identifies the site as the preferred location for a community centre and notes that Seylynn Hall is due for replacement;
- The plan for the community centre is in scale with the neighbourhood and includes childcare facilities;
- The proposed development creates a central core for the Lynn Creek Town Centre, in keeping with the Lynn Creek Public Realm Guidelines, endorsed in January 2016;
- The proposal has been measured against the OCP, Lower Lynn Town Centre Implementation Plan and the Lynn Creek Public Realm Design Guidelines;
- The development site is within Development Permit Areas for Form and Character for Multi-Family Housing, Form and Character for Commercial and Mixed Use Buildings, Energy and Water Conservation and Greenhouse Gas Emission Reduction; and Creek Hazard;
- The flood construction level would be determined by a qualified professional and the development would include any required flood protection measures;
- The parking entrance is located on Hunter Street, west of the community centre;

- The proposal includes 438 parking spaces, with forty-nine of those allocated for community centre users, and 505 secure bicycle parking stalls;
- A private amenity building is proposed on the rooftop of the second storey just south of the townhouses;
- The proposed development is adjacent to Seylynn Park, with access to trails adjacent to Lynn Creek;
- The proposal includes measures to minimize impacts from the existing light industrial area;
- The proposed community centre is located on the corner of Mountain Highway and Hunter Street and includes:
 - A large “community living room” in the foyer;
 - A large public plaza;
 - One large gymnasium;
 - At least three multipurpose rooms; and,
 - A child care centre with a private outdoor play area.
- A phased development agreement for the proposal provides the legal means to ensure the community centre is built by the developer;
- The agreement requires the developer to build the base building and exterior shell of the community centre, the public plaza and underground parking;
- Upon completion of the required elements, the District pays the developer \$2.5 million, the difference between the value of the construction costs and the value of Community Amenity Contributions (CAC's) required for a development of the scale proposed;
- Funding for the interior finishing of the community centre is available through infrastructure reserve funds set aside for the replacement of Seylynn Hall and CAC's from other developments in the area;
- Revenue for the operating costs for the community centre will be provided by user fees and tax revenue from new development in the area;
- The proposal includes improvements to roads, sidewalks, bicycle lanes, a new transit stop and on-street parking on Hunter Street for Seylynn Park;
- The proposal also includes improvements to and expansion of the riparian area of Lynn Creek, as well as a four-metre wide multi-use path to connect existing trails and a potential bicycle and pedestrian bridge;
- The design of the residential units includes accessible design elements and twenty-two units with enhanced accessible design elements;
- The construction management plan coordinates activities with other projects; and,
- The design meets the Green Building Policy gold standard.

Mr. Wilhelm further advised that a facilitated Public Information Meeting was held on October 6, 2016 and approximately 40 members of the public attended. A number of topics were raised at the meeting ranging from traffic, parking and transit. Support for the community centre, civic plaza, child care facility and improvements to Seylynn Park was expressed by a number of participants. In response to input received at this meeting, the developer has modified the community centre design, expanded on the traffic demand management plan and construction management plan, coordinated the streetscape design with Seylynn Park and refined the design of the residential buildings.

4. REPRESENTATIONS FROM THE APPLICANT

4.1. Mr. Doug Ramsay, Ramsay Worden Architects:

- Noted that he is the project architect;
- Commented that the proposed design fits with the natural setting of Seylynn Park and creates neighbourhood connections;
- Noted the proximity of the proposed community centre site to Seylynn Park provides opportunities to enhance park activities and community centre programs;
- Noted the community centre is set back from the street to allow for a large plaza;
- Reported that the residential units in the proposal are of various sizes, including twelve townhouses, to offer a range of housing options;
- Noted that land will be dedicated to widen and replant the bank of Lynn Creek;
- Highlighted design elements reflecting the natural setting of Seylynn Park, including rooftop rain gardens and street-level water features;
- Noted that the ground-oriented units improve street safety;
- Reviewed features of the proposed community centre, noting that:
 - The gymnasium is planned for the second floor to allow more public spaces on the ground floor;
 - A large common room on the ground floor faces Seylynn Park;
 - Multipurpose rooms provide space for various groups and programs;
 - Outside access to multipurpose rooms allows after hours access for groups when the rest of the community centre is closed;
 - The entrance is located at the corner of Mountain Highway and Hunter Street, with an atrium facing Mountain Highway;
 - Stairs and landings provide viewing platforms to Seylynn Park; and,
 - The proposed child care centre is located on the third floor with an enclosed outdoor play area, designed to accommodate up to thirty-seven children.
- Acknowledged that industrial uses will continue to south and noted that the proposed design to minimize conflict, including measures to reduce noise.

4.2. Ms. Jane Farquharson, Bunt & Associates:

- Noted that she is the project traffic consultant;
- Commented on the development site's proximity to Phibbs Exchange and multiple bus routes;
- Noted buses pass the site every two to three minutes during peak periods and there is a bus stop adjacent to the site;
- Advised that the proposal includes new sidewalks on both sides of Hunter Street, as well as a turnaround and trail connection;
- Noted that bicycle lanes are being developed along Mountain Highway;
- Advised that a new pedestrian signal is proposed for the corner of Mountain Highway and Hunter Street, with a bicycle activation button;
- Reviewed the transportation demand management plan proposed by the developer:
 - A sustainable transportation welcome brochure to be provided to new residents;
 - Two car share stalls on the street for public use;
 - Transit pass subsidies for the first six months;

- Bus stop improvements;
- Bicycle storage;
- Bicycle repair facility; and,
- Development of new walking paths.

4.3. Mr. Richard White, Senior Development Manager, Intergulf Development (Hunter 2) Corp.:

- Acknowledged that construction traffic will increase traffic on the Ironworkers Memorial Bridge;
- Advised that construction traffic management could include ride-sharing, shuttle buses, hiring local workers and adjusting shift start and end times;
- Recommended including developers of all sites in the Lynn Creek Town Centre in traffic mitigation planning;
- Noted that interest in the development has been expressed by former North Shore residents who would like to return, young people considering purchasing a first home, and those who currently commute to the North Shore from other locations; and,
- Advised that the developer will give preference to these groups to purchase units before the general public, allowing two weeks to view and an additional two weeks to decide on making a purchase.

In response to a question from Council regarding the type of units and range of cost, the applicant advised that units range from studios to three-bedroom units. The cost for a one bedroom unit would sell for approximately \$450,000, a three-bedroom unit approximately \$760,000 and townhouses approximately \$1 million, subject to market changes.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Corrie Kost, 2800 Block Colwood Drive:

OPPOSED

- Spoke in opposition to the proposed development;
- Commented regarding Phased Development Agreements;
- Spoke regarding the loss of industrial lands;
- Noted the proximity of a chlorine plant to the proposed development;
- Expressed objection to use of park space; and,
- Commented on Development Cost Charges.

5.2. Ms. Margaret Fraser, 3400 Block Institute Road:

COMMENTING

- Commented in support of the community centre on behalf of Lynn Valley Services Society, operators of Molly Nye House;
- Noted community groups have been meeting regarding the use of the proposed community centre for community services;
- Commented that the proposal offers an opportunity for community services to be provided close to home;
- Commented on the loss of industrial lands and increased density of the residential buildings; and,
- Commented on housing affordability and traffic at the highway interchanges.

5.3. Mr. Fred Rathje, 600 Block Roslyn Boulevard: COMMENTING

- Commented regarding visitor parking;
- Queried the form of bicycle parking proposed; and,
- Urged the developer to ensure bicycle parking is secure and convenient in order to encourage bicycle use.

5.4. Ms. Vivian Susa, Orwell Street: COMMENTING

- Commented on length the phased development agreement; and,
- Commented on the ability of the developer to sell the property and reassign its rights.

5.5. Mr. Eric Stronach 3500 Block Woodbine: COMMENTING

- Recommended a minimum of two parking stalls be required per unit; and,
- Commented on parking issues in the area, noting that future development will add to those issues.

5.6. Ms. Betty Forbes, 2300 Block Kirkstone: OPPOSED

- Commented regarding traffic congestion;
- Noted development in Maplewood is proposed on the east side of the bridgehead;
- Commented on the pace of development;
- Expressed concern regarding the proposed building heights;
- Opined that reducing light industrial lands is contrary to the OCP;
- Queried where businesses will relocate; and,
- Noted the B-Line from Dundarave to Phibbs Exchange will not be built until a larger population is in place.

The meeting recessed at 8:00 pm and resumed at 8:05 pm.

5.7. Mr. Tarek Elneweihi, District Resident: COMMENTING

- Queried details of the tenant relocation program.

5.8. Mr. Corrie Kost SPEAKING FOR A SECOND TIME

- Commented on the provision in the phased development agreement for renewal.

5.9. Ms. Tiffany Shen, 1400 Block Hunter Street: COMMENTING

- Noted she is a light industrial tenant; and,
- Commented regarding relocation assistance.

In response to a question from Council, staff advised that there are approximately 500 light industrial businesses located in the District, with a turnover rate of approximately thirty-four percent between 2011 and 2016.

In response to a question from Council, staff advised that the proposed development would create a net reduction of thirteen light industrial businesses and 2.1 acres of light industrial land, which is offset by the development of approximately thirty-six acres of light industrial lands proposed in Maplewood, which would provide space for approximately 130 new businesses.

In response to a question from Council, staff advised that the transit B-Line is included in phase one of the Mayor's Plan and is already funded for construction in 2019.

In response to a question from Council, staff reviewed the terms of the phased development agreement, noting that:

- The agreement is for a maximum of ten years;
- Delivery of the community centre is required up front;
- Development will likely occur as one phase;
- The District will hold \$8.3 million of the developer's funds until the required community centre elements are completed;
- The District will pay \$2.5 million to the developer once the community centre shell is completed, inspected and accepted
- The District will receive an air space parcel including the community centre, plaza and parking at no charge;
- The District pays for land improvements; and,
- Maintenance costs for the community centre will be paid by the District.

In response to a question from Council, staff advised that the developer will provide transportation improvements including sidewalks and bicycle lanes at a cost of approximately \$1.2 million.

In response to a question from Council, the applicant advised that if 1.2 stalls per unit were not required, they would prefer not to build less, for marketing reasons.

In response to a question from Council, the applicant advised that average cost to construct a parking space is approximately \$40,000 to \$47,000.

In response to a question from Council, the applicant advised that they would consider allowing the purchase of units without parking only if there was on-street pay parking.

In response to a question from Council, the applicant advised that, of twenty-one long-term tenants, there are now four remaining and that some units are currently occupied by short-term tenants.

In response to a question from Council, staff advised that funding sources for the construction and maintenance of the community centre include infrastructure reserve funds dedicated to replacing Seylunn Hall, CAC's from the applicant for this proposal and CAC's from other developers in the Lynn Creek area. Staff further noted that the full costs are covered by these sources.

Staff advised that future costs of maintenance for the community centre are funded by tax revenues from future developments in the Lynn Creek Town Centre.

6. COUNCIL RESOLUTION

MOVED by Councillor HANSON
SECONDED by Councillor HICKS

THAT the November 14, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" be returned to Council for further consideration;

AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" be returned to Council for further consideration.

CARRIED
(8:20 p.m.)

CERTIFIED CORRECT:

A handwritten signature in black ink, appearing to be 'C. A. De...', is written over a horizontal line.


Confidential Council Clerk

THIS PAGE LEFT BLANK INTENTIONALLY

REPORTS

THIS PAGE LEFT BLANK INTENTIONALLY

COUNCIL AGENDA/INFORMATION			
<input type="checkbox"/> In Camera	Date: _____	Item # _____	
<input type="checkbox"/> Regular	Date: _____	Item # _____	
<input type="checkbox"/> Agenda Addendum	Date: _____	Item# _____	
<input type="checkbox"/> Info Package	DM# _____	Date: _____	Mailbox: _____

Dept. Manager	Director	 CAO
------------------	----------	--

The District of North Vancouver REPORT TO COUNCIL

November 22, 2017
File: 05.1700/2017

AUTHORS: Rick Danyluk, Manager - Financial Planning
Shirley Young, Accounting Officer – Financial Planning

SUBJECT: 2018 Utility Rates Bylaws

RECOMMENDATION:

THAT the Finance and Audit Standing Committee recommend to Council:

THAT “Waterworks Regulation Bylaw” is given FIRST, SECOND, and THIRD reading”

THAT “Sewer Bylaw” is given FIRST, SECOND, and THIRD reading”

THAT “Solid Waste Removal Bylaw” is given FIRST, SECOND, and THIRD reading”

AND THAT the November 7, 2017 report to Finance and Audit Standing Committee entitled 2018 Utility Rates Bylaws is forwarded to a Regular Council meeting for consideration.

REASON FOR REPORT:

The proposed utility flat rates represent a combined increase of 3.8% for single family homes and 1.6% for multi-family homes in 2018 (compared to a 1% increase for both rate groups in 2017). The District has been anticipating cost increases on sewer charges from Metro Vancouver (MV) for a number of years. Those and other cost increases included in MV’s new five-year financial plan flow through to our ratepayers this year.

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

SUMMARY:**Rate Increases**

The proposed utility bylaws for 2018 reflect rate increases of 3.5% for Water, 4% for Sewer and Drainage, 19.3% for Solid Waste, and a decrease of 49% for Recycling. The increase in Water includes adjustments to reserve and water purchase cost to reflect current consumption patterns. The increase in Sewer includes MV charges, culvert improvements and future rate stabilization. The increase in Solid Waste reflects the new solid waste cart pricing offset by the decrease in Recycling, which passes on savings and incentives realized through Recycle BC (previously MMBC). A summary of the 2018 combined dollar impact on ratepayers is included in Appendix A. The combined increase on single family homes is 3.8% or \$59.75 and on a flat rate multi-family home is 1.6% or \$17.95 (which excludes solid waste charges).

Metro Vancouver

This is the first year since 2014 that MV has provided a five-year plan. District staff continue to work with MV with the aim of producing a ten-year view of their financial plan to understand the full impacts of major capital projects on our ratepayers.

The five-year rate increases provided by MV below are reflected in the District's financial plan.

Table 1 – Metro Rates

	2017	2018	2019	2020	2021	2022
Water rate	3.2%	3.9%	5.9%	7.7%	7.7%	7.9%
Sewer levy (GVS&DD)	4.3%	7.7%	6.0%	21.8%	28.1%	18.7%
Garbage tipping fee	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Organics tipping fee	7.0%*	25.0%	not available			

**2017 change reflects weighted average due to rate change during the year*

Although MV's water and sewer rates move upwards in accelerated pace over the next five years, the District's financial resiliency strategy started in 2013 is now mitigating MV's impacts on our ratepayers.

Projected rate increases to 2022 reflect stability consistent with Council's direction to establish reserves to minimize rate spikes (see Table 2). Reserve balances have gradually increased since 2012 and achieved recommended target levels. The combined reserve balance will reach \$28.9M by end of 2018, which is well within the recommended industry best practice (\$13M - \$39M).

Table 2 – Preliminary 5-Year Rates Projection

	2018	2019	2020	2021	2022
Water	3.5%	3.8%	3.8%	3.8%	3.8%
Sewer	4.0%	4.0%	4.0%	4.0%	4.0%
SW & Recycling	4.3%	3.7%	3.3%	2.8%	2.8%
Total impact to SF	3.8%	3.8%	3.8%	3.7%	3.7%
	\$ 1,617	\$ 1,679	\$ 1,742	\$ 1,806	\$ 1,872
Total impact to MF**	1.6%	3.8%	3.8%	3.8%	3.8%
	\$ 1,136	\$ 1,180	\$ 1,225	\$ 1,272	\$ 1,321

***Multi-family does not include solid waste, only recycling*

Minor Rate Shifts

The Utility Rate Study showed evidence of misalignment between utility rates and cost of service. In 2013, Council approved minor shifts between classes as a step in the right direction and supported further analysis on residential water consumption. The following minor shifts continue the strategies endorsed in 2013:

1. Limit combined Secondary Suite rate increase to 1% or \$6.25 (1.75% increase for Water and a 0% increase for Sewer).
2. Continue 10-year strategy to increase Rest Home bed rates by 16% for water and 26% for sewer per year. The combined increase on current year rates is \$85.75 or 23%. Rest homes were informed that flow metering is an option versus the higher flat rate charge.

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

Solid Waste Rate Review

As part of District initiative to encourage diversion and align rates with cost of service, staff will explore options for an eco-levy or similar charge in 2018. The charge is not expected to have a material impact on ratepayers and will likely be similar to charges introduced by other municipalities in recent years.

CONCLUSION:

The proposed combined utility rate increases in Appendix A are consistent with the District's aim to manage its cost of service diligently while recognizing the need to provide a level of funding that is sufficient to meet its Asset Management and rate stabilization requirements.



Rick Danyluk
Manager - Financial Planning



Shirley Young
Accounting Officer – Financial Planning

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

		2017	2018		
		Total Rates	Total Rates	Change \$	Change %
Flat Rates					
Single Family	(W,S,G,O,R)	\$ 1,556.75	\$ 1,616.50	\$ 59.75	3.8%
Row House/Duplex	(W,S)	\$ 1,073.50	\$ 1,113.50	\$ 40.00	3.7%
Secondary Suite/Coach House	(W,S)	\$ 611.50	\$ 617.75	\$ 6.25	1.0%
Multi-family	(W,S,R)	\$ 1,118.50	\$ 1,136.45	\$ 17.95	1.6%
Rest Home (per bed)	(W,S)	\$ 371.25	\$ 457.00	\$ 85.75	23.1%
Retail/Office Commercial Base	(W,S)	\$ 1,274.50	\$ 1,322.25	\$ 47.75	3.7%
Retail/Office with Living Quarters	(W,S)	\$ 969.50	\$ 1,006.00	\$ 36.50	3.8%
Church	(W,S)	\$ 1,274.50	\$ 1,322.25	\$ 47.75	3.7%

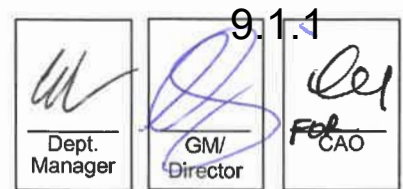
Metered Rates

Water monthly base rate (incl 1,000 cu ft)	\$ 59.75	\$ 61.85	\$ 2.10	3.5%
Water volume charge (per 100 cu ft)	\$ 3.70	\$ 3.83	\$ 0.13	3.5%
Sewer monthly base rate (incl 1,000 cu ft)	\$ 62.30	\$ 64.80	\$ 2.50	4.0%
Sewer volume charge (per 100 cu ft)	\$ 6.39	\$ 6.65	\$ 0.26	4.1%

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

THIS PAGE LEFT BLANK INTENTIONALLY

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



The District of North Vancouver REPORT TO COUNCIL

November 16, 2017
File: 05.1700

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

**SUBJECT: WATERWORKS REGULATION BYLAW 8269 (AMENDMENT 63)
User Charges and Service Fees for 2018**

RECOMMENDATION:

THAT "Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8269, 2017 (Amendment 63) is given FIRST, SECOND, and THIRD Reading.

REASON FOR REPORT:

The water user rates charged by the District are specified in Waterworks Regulation Bylaw 2279 and are the primary funding source for the water utility. This report provides information and recommendations regarding proposed rate amendments effective January 1, 2018.

SUMMARY:

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

The proposed water rate charge for a single family residence in 2018 is \$679, an increase of \$23 or 3.5% over 2017. The increase is primarily attributed to Metro Vancouver bulk water rate increase, inflationary drivers and maintaining the combined funding for programing and reserves at required levels.

BACKGROUND:

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

The water system consists of 376 km of water mains, 21,250 water services, 7 water pump stations, 11 reservoirs and 37 pressure reducing valve stations. The total replacement value of the water system is \$395M. The overall physical condition of the water systems exceeds our Asset Management target.

EXISTING POLICY:

The Water Utility operates as a self-sufficient financial entity with no debt financing. The 2012 FCS Group study *'Water, Sewer & Drainage, and Solid Waste & Recycling Utility Rate Study'* indicated that industry best practices required reserve balances to be set at a minimum of \$4.9M - \$13.8M (2012\$), much higher than traditionally held. As a result, a multi-year reserve contribution started in 2013 and continues in 2018. The reserves are required to address working capital, rate stabilization, capital contingency, and system reinvestment funding requirements.

ANALYSIS:

The water utility costs are broken into five main categories and described below in 'Cost of Service'.

Revenues for the water utility are collected primarily as metered and flat rate water charges and water service connection fees.

Estimated revenues and expenditures over the next five years are provided in Appendix A, "Water Utility, 2018 – 2022 Draft Financial Plan".

Cost of Service

The five major areas of expenditure that affect the outcome of the water rate setting process are Metro water charges, direct operating and maintenance costs, direct capital costs, general operating overhead and contribution to the reserve fund. The combined annual estimated water utility expenditures impact is an increase of \$1.4M or 5.6% year over year for a total annual budget of \$26.9M. Figure 1 shows each area as a percentage of the total annual budget.

Metro Vancouver Water Purchase Costs

Metro Vancouver water purchase costs increase is estimated at \$285K in 2018 for a total budget of \$13.5M and represents 50% of the total water utility expenditures. The increase is primarily attributed to an increase in Metro's bulk water purchase rate.

District Operations and Maintenance Costs

Operations expenditures increase by \$108K for a total budget of \$5.2M and comprise 19% of overall water utility expenditures. The increase in expenditures is attributed to inflationary drivers such as fuel, material and negotiated labour costs.

Activities and programs under District Operations and Maintenance include:

- Water leak detection
- Water main and service break repairs

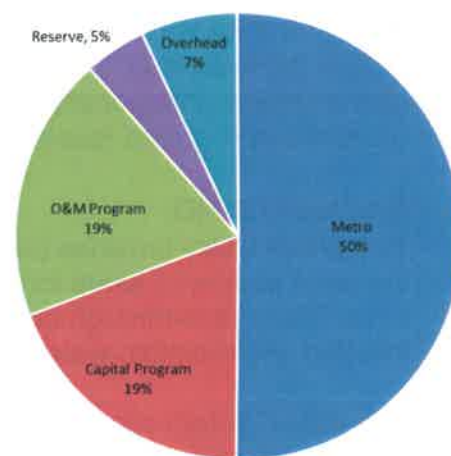


Figure 1. Water Utility Expenditures 2018

-
- Water reservoir, pump station and PRV operation
 - Water facility inspection and maintenance
 - Water quality testing
 - Water system cleaning
 - Water meter programs
 - Water conservation program
 - Water service Connections
 - Water system Operator Safety & Training

District Capital Programs Costs

Contributions to the water capital fund decrease by \$179K to \$5.1M and comprise 19% of overall expenditures. The District's Water Asset Management Plan support water utility assets with a total replacement value of \$395M. This request supports the Asset Management Plan obligations. Works performed include planned replacement or upgrades for assets in the following programs:

- Watermain Replacement (approximately 5 km / year)
- Pressure Reducing Valve Station Replacement
- Water Pumping Stations & Storage Reservoirs Upgrades
- SCADA System Upgrades

Overhead & General Operating Costs

The waterworks utility contributes annually to general operating overhead which is required to support and operate the utility. In 2018, cost for this service is \$1.9M which comprise 7% of overall expenditures.

Water Reserve Contribution

The water reserve fund contribution in 2018 is \$1.2M with a projected fund balance of \$9.1M by 2018 year end, slightly less than the median of our reserve target. Reserve contributions for 2018 represent 5% of overall expenditures.

Water Balance

The water balance is a management tool used to review water system inputs and outputs. It enables the tracking of performance indicators and proactive management of the water system.

System inputs includes all District purchases from Metro Vancouver. Metro owns 19 input and 4 output flow meters to calculate the net water volume delivered to the District. Metro sets bulk water rates annually to cover the costs of operating, maintaining and building the regional system. In 2018 we estimate delivery of 19,089,000 m³ of water which is a year over year increase of 1.7% and is mainly attributed to population growth. Metro's average bulk water purchase rate in 2018 increases 4% from \$0.6724/m³ to \$0.6990/m³.

System outputs include approximately 70% of the total delivered to customers via 35,600 service connections with the balance, 30%, allocated for use in our operations.

The Districts customers can be grouped into two broad charge categories, metered or flat rate. Customers with unique demands that cannot be accurately predicted are metered and billed on consumption according to the Districts bylaw metered charges. All industrial, commercial and institutional customers and some multifamily customers fall into this category. The metered sector represents about 25% of our total consumption. Customers with stable or consistent demands are either metered or unmetered and billed a flat rate according to the bylaw. The vast majority of single family residential customers are unmetered and fall into this category. This rate class group represent about 45% of our total consumption.

The balance of our consumption, 30%, is attributed to authorised metered and unmetered uses such as parks, water main flushing, hydrant flushing, water quality testing and construction activities.

Rate Shifts

In addition to the proposed rate increase of 3.5% driven by the changes detailed above, some rate class shifts are recommended based on Council endorsed FCS Group study to better align consumption with cost of service. Minor ongoing rate shifts outlined below continue through 2018.

Secondary Suites or Coach Home

The rate class applied to coach homes, which was added in 2017, is the same as the existing secondary suite rate class. The 2018 secondary suite/coach home rate is \$359.75, an increase of 1.75% or ½ the rate increase of other classes. This rate continues to support the FCS study recommendation that aims to bring equity to this rate on a gradual basis over a 10 year period (first year 2013). The District estimates that there will be 4,416 secondary suite units and 7-12 coach homes by the end of 2018.

Rest Home Charge Realignment

The 2018 per bed rate is \$128, an increase of 16% and still significantly less than the estimated cost of service. Due to a substantial increase in rates recommended by the FCS study, this rate class is being increased gradually over a 10 year period (first year 2013). The District has 2 rest homes with a combined 284 beds.

Timing/Approval Process:

Applying the proposed rate and fee increases for the full year in 2018 requires Council approval of the bylaw amendments prior to January 1, 2018.

Concurrence:

This report has been jointly prepared and reviewed by Utilities (Engineering, Parks and Facilities) and Financial Planning (Finance and Information Technology) and supported by the Finance and Audit Standing Committee.

Financial Impacts:

Cost of service impacts for 2018 result in a 3.5% across-the-board rate increase. The proposed charge for a single-family residence in 2018 is \$679, an increase of \$23 over 2017 which is slightly higher than the 3.25% predicted in 2017.

A draft financial plan for the 2018 Water Utility and a five year financial forecast is provided in attached Appendix A.

Water Purchases (Metro Vancouver)

Water purchase costs are the single most significant component of the water utility budget. In 2017 Metro solidified their capital program which enabled them to once again provide municipalities with 5-year water rate projections.

District Programs

The District's Water Asset Management Plan supports a distribution system consisting of 376 km of water mains and other significant assets with a total replacement value of \$395M. The 2018 – 2022 contributions to capital responds to obligations identified in the Water Asset Management Plan.

Liability/Risk:

The capital watermain replacement program reduces the risk of damage to District property and liability for private property damage, environmental damage and service interruption resulting from water main break consequences.

Preventative maintenance programs reduce the risk of water system failure and the Districts risk and liability exposure of system failure consequences to District infrastructure, property and private property.

Operation and maintenance programs that safeguard water quality reduce risk to public health and ensure an unrestricted water system operating permit from the Medical Health Officer.

Social Policy Implications:

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

Environmental Impact:

Planned maintenance and capital upgrading minimizes the risk of unplanned releases of chlorinated water to the environment.

SUBJECT: WATERWORKS REGULATION BYLAW 8269 (AMENDMENT 63)
User Charges and Service Fees for 2018

Page 6

Public Input:

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

Conclusion:

Approval of the revised water user rates ensures adjustments for risk minimization and the continued self-financing character of the Water Utility. Council's continued support of the FCS Group study promotes equity for charges based on water use and better aligns water user classes with industry standards. The draft 2018 budget recommends that an increase to the rate structure is required to fund inflationary costs for operations and maintenance, water purchase costs from the Metro Vancouver, and to maintain contributions to capital works.

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

Respectfully submitted,



Shaun Carroll, P. Eng.
Manager, Utilities

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

SUBJECT: WATERWORKS REGULATION BYLAW 8269 (AMENDMENT 63)
User Charges and Service Fees for 2018

Appendix A

Water Utility, 2018 – 2022 Draft Financial Plan

(000's)	Final Budget			Final Budget	Draft Budget	Plan				
	2015	2016	2017			2018	2019	2020	2021	2022
Revenues										
Flat Rate	17,160	17,663	18,176	19,140	20,089	21,083	22,124	23,213		
Metered Rate	6,733	6,738	6,231	6,642	6,934	7,239	7,559	7,893		
Connection Charges	319	849	864	881	899	915	931	950		
Other Revenues	77	166	158	189	214	233	237	242		
Contribution from Water Reserve	-	-	-	-	-	-	-	900		
Total Revenues	24,289	25,416	25,429	26,852	28,136	29,470	30,851	33,198		
Expenditures										
Water Purchases (Metro Vancouver)	12,830	12,181	13,206	13,491	14,533	15,920	17,440	19,140		
District Operations	474	482	490	499	509	517	525	536		
Administration	3,570	3,631	3,702	3,784	3,868	3,945	4,022	4,112		
Operations & Maintenance	319	849	864	881	899	915	931	950		
Connections	1,753	1,790	1,825	1,862	1,899	1,937	1,976	2,016		
Contribution to General Operating Fund	6,116	6,752	6,881	7,026	7,175	7,314	7,454	7,614		
Contribution to Capital Fund	5,121	5,038	5,301	5,122	5,538	6,063	5,795	6,444		
Contribution to Water Reserve	222	1,445	41	1,213	890	173	162	-		
Total Expenditures	24,289	25,416	25,429	26,852	28,136	29,470	30,851	33,198		
SINGLE FAMILY RESIDENTIAL FLAT RATE	\$ 630	\$ 643	\$ 656	\$ 679	\$ 704	\$ 731	\$ 758	\$ 787		

The Corporation of the District of North Vancouver

Bylaw 8269

A bylaw to amend the Waterworks Regulation Bylaw 2279, 1958

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

1. Citation

This bylaw may be cited as "Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8269, 2017 (Amendment 63)".

2. Amendments

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

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

3. Effective Date

The effective date of this bylaw is January 1st, 2018.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule 1 to Bylaw 8269

Schedule B

WATER USER CHARGES

A. FLAT RATE CHARGES

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

User	Annual Charge
Single Family Residence	\$ 679.00
Row House/ Duplex	\$ 578.50
Secondary Suite/ Coach House	\$ 359.75
Multi-family	\$ 578.50
Rest Home per bedroom	\$ 128.00
Retail, office or service commercial premises	\$ 679.00
• with living quarters, an additional	• \$ 471.00
Church	\$ 679.00

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

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

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

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

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

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

All charges are for the calendar year.

B. METERED CHARGES

	Monthly Charges
<i>Non-Commercial/ Industrial Charges</i>	
First 1,000 cu.ft. used or part thereof	\$ 61.85
All in excess of 1,000 cu.ft. used-per 100 cu.ft.	\$ 3.83
<i>Commercial/ Industrial</i>	
First 1,000 cu.ft. used or part thereof	\$ 61.85
All in excess of 1,000 cu.ft. used-per 100 cu.ft.	\$ 3.83
<i>Special Purposes</i>	
Per Connection	\$ 970.00
	Quarterly Charges
<i>Non-Commercial/ Industrial</i>	
First 3,000 cu.ft. used or part thereof	\$ 185.55
All in excess of 3,000 cu.ft. used-per 100 cu.ft.	\$ 3.83
<i>Commercial/ Industrial</i>	
First 3,000 cu.ft. used or part thereof	\$ 185.55
All in excess of 3,000 cu.ft. used-per 100 cu.ft.	\$ 3.83
A 2% discount will be allowed on Meter Accounts if paid within 20 days of the date of the invoice.	
Special purpose water use charge inclusive of all works and water costs for duration of use.	

C. WATER CONNECTION FEES

Connection Size	Connection Fee
<i>3/4" diameter</i>	
In existing developed area	\$ 4,830
In new subdivision during development stage and prior to paving being installed	\$ 1,782
<i>over 3/4" - 1 1/2" diameter</i>	

In existing developed area	\$ 5,240
In new subdivision during development stage and prior to paving being installed	\$ 3,548
Over 1 1/2" Diameter	Actual Cost
Capping Fee	\$ 808
Abandon Service Fee	\$ 2,600
Woodlands/Sunshine Water Connection Fee (A one-time charge for connection, in addition to the standard water connection fee)	\$ 9,650
Where there is an existing serviceable 1/2" connection, the owner may convert to a standard (3/4") connection by payment of the full fee prescribed for a standard (3/4") connection in an existing developed area.	
Where a service is to be abandoned with no intention of reuse the permanent Abandonment Fee applies. Where the service is intended to be reused the temporary Capping Fee applies.	
Charges will be applied based on the year of construction.	

D. WATER FLOW TEST FEE

• for single family residences	\$ 500
• for all other occupancies	\$ 640

E. WATER SHUT ON / OFF

• for single family residences (outside of working hours)	\$ 100
---	--------

F. WATER VALVE LOCATE

• for single family residences (outside of working hours)	\$ 100
---	--------

COUNCIL AGENDA/INFORMATION				
<input type="checkbox"/> In Camera	Date: _____	Item # _____		
<input type="checkbox"/> Regular	Date: _____	Item # _____		
<input type="checkbox"/> Agenda Addendum	Date: _____	Item# _____		
<input type="checkbox"/> Info Package	DM# _____	Date: _____	Mailbox: _____	



Dept.
Manager



Director



FOR CAO

The District of North Vancouver

REPORT TO COUNCIL

November 1, 2017
File: 05.1700

**SUBJECT: SOLID WASTE COLLECTION AND RECYCLING SERVICE FEES - 2018,
BYLAW 8280**

RECOMMENDATION:

THAT "Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8280, 2017 (Amendment 15)" is read a FIRST, SECOND and THIRD time.

REASON FOR REPORT:

To establish the solid waste collection and recycling services fees for 2018.

SUMMARY:

The current 2017 Solid Waste Collection and Recycling Fees and the proposed 2018 Solid Waste Collection and Recycling Fees are shown in the following tables:

Single Family - 240L Garbage				
	2017 Rate	2018 Rate	\$ Change	% Change
Garbage	\$123.30	\$128.75	\$5.45	4.42%
Organics	\$96.70	\$133.75	\$37.05	38.31%
Total Garbage & Organics	\$220.00	\$262.50	\$42.50	19.32%
Recycling	\$62.25	\$31.75	-\$30.50	-49.00%
Combined Rate - 240L Garbage	\$282.25	\$294.25	\$12.00	4.25%

Single Family - 140L Garbage				
	2017 Rate	2018 Rate	\$ Change	% Change
Garbage	\$123.30	\$88.75	-\$34.55	-28.02%
Organics	\$96.70	\$133.75	\$37.05	38.31%
Total Garbage & Organics	\$220.00	\$222.50	\$2.50	1.14%
Recycling	\$62.25	\$31.75	-\$30.50	-49.00%
Combined Rate - 140L Garbage	\$282.25	\$254.25	-\$28.00	-9.92%

Multi-Family				
	2017 Rate	2018 Rate	\$ Change	% Change
Recycling	\$45.00	\$22.95	-\$22.05	-49.00%

Single Family - Additional Options	
Garbage - Two 140 Garbage rather than one 240L Garbage*	\$80 extra
*Available only to houses with secondary suites	
Organics - For third & additional organics carts	\$40/cart

BACKGROUND:

The Solid Waste Collection and Recycling Services Fees provide funding for solid waste and recycling services to single family homes, recycling services to multi-family homes as well as on-street collection services and landfill maintenance within the District of North Vancouver.

EXISTING POLICY:

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

ANALYSIS:

Single Family overall rate increase

As all carts will be rolled out by the end of 2017, differential rates based on cart size will be introduced in 2018, the first full year of the new program. Prior to rate differential based on the carts chosen, the 2018 combined rate (garbage, organics and recycling) equates to \$289.60, a 2.6% increase from the 2017 rate of \$282.25 per property. The differential rates based on the carts selected by the resident are shown in the tables above.

Single family recycling and Organics rates

The recycling rate was decreased and organics rate was increased to better reflect the true cost of service. The rise in the organics rate is further attributable to Metro Vancouver's increase in tipping fees from \$67/tonne to \$95/tonne. The Metro Vancouver fee increase, combined with tonnage change projection, equates to an average increase of \$14 per household. However, the current reserve level and long term reserve projections allow us to reduce this impact and propose an average combined increase of \$7.35 for single family residents.

Multi-Family Recycling Rate

The recycling rate for multi-family properties is proposed to be \$22.95, a 49% decrease from the 2017 rate of \$45. The decrease in the recycling rate allows for a better reflection of the true cost of service.

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

A 2% increase is proposed for commercial container rates, garbage disposal tipping fees and the monthly flat fee for organics for multi-family residential properties, schools, churches and commercial properties. This increase is due to inflation on costs.

Solid Waste and Recycling revenues exceeding costs will be directed to reserves to rebuild the reserve balance after the draw made in 2016 for cart standardization.

Timing/Approval Process:

Council's approval of the utility charges and adoption of the amending bylaw is needed as part of the 2018 budget.

Concurrence:

This report has been reviewed by the Financial Planning Department.

Financial Impacts:

The total estimated revenue required to fund solid waste services, including recycling, for 2018 is \$8.9M (\$5.4M Residential Solid Waste Collection, \$1.4M Commercial Solid Waste Collection and \$2.1M Recycling). The proposed rates take into consideration the reserve target recommended by the FCS study based on industry best practises of \$1.5M to \$2.8M (2012\$). It is projected that the Solid Waste and Recycling reserves will have a balance of \$1.4M by end of 2018.

Social Policy Implications:

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

Business Plan:

The proposed 2018 Solid Waste Removal Bylaw is consistent with the objectives of the District of North Vancouver Business Plan and is evident in the following Business Plan statements:

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

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


Michael Henry Toland
Section Manager – Fleet & Solid Waste

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

The Corporation of the District of North Vancouver

Bylaw 8280

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

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

1. Citation

This bylaw may be cited as "Solid Waste Removal Bylaw 7631, 2007, Amendment Bylaw 8280, 2017 (Amendment 15)".

2. Amendments

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

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

3. Effective Date

- The effective date of this bylaw is January 1, 2018.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule 1 to Bylaw 8280

Schedule A

1. Solid Waste Collection Fees (Yearly)

Description	Single & Multi-Family Property with Curbside Collection	Multi-Family Property without Curbside Collection
Garbage and organics collection (240L Garbage and up to two 240L Organics)	\$262.50	N/A
Garbage and organics collection (140L Garbage and up to two 240L Organics)	\$222.50	N/A
Garbage and organics collection (Two 140L Garbage and up to two 240L Organics-available only to houses with secondary suites)	\$342.50	N/A
Additional organics – For third and additional carts, per cart	\$40.00	N/A
Exchange fee for exchange, replacement, return or acquisition of additional Solid Waste Container (per transaction)*	\$50.00	N/A
Container Replacement Fee (lost/stolen/damaged) – these fees refunded if container recovered and replacement container returned to District*	\$100 – 240L \$95.00 – 140L	N/A
Recyclable material collection	\$31.75	\$22.95

*Exchange Fee and Container Replacement Fee to be charged after March 15TH, 2018

All flat rate annual charges are due and payable at the same time and in the same manner as taxes.

Exchanges after March 31st 2018:


- Cart exchanges or acquisitions which result in a fee increase, will be pro-rated from the first quarter following the change request and is payable upon the payment of the exchange fee.
- Cart exchanges or returns resulting in a fee decrease, will be pro-rated from the quarter in which the change is requested and will be offset against the exchange fee.


2. Bulk Container Fees

Description	Container Size				
	1 Yard	2 Yard	3 Yard	4 Yard	6 Yard
Container Rental:					
Cardboard Container Monthly Rental Fee	N/A	\$47.25	\$47.25	\$47.25	\$47.25
Cardboard Container Monthly Rental Fee with Jitney	N/A	\$57.75	\$57.75	\$57.75	\$57.75
Solid Waste Container Monthly Rental Fee	\$15.25	\$16.25	\$17.25	\$18.25	\$20.25
Solid Waste Container Tipping Fees: (Charge per Tip)					
(a) Residential					
(i) with 1 - 3 containers	\$21.50	\$26.00	\$31.50	\$38.00	\$47.25
(ii) with 4 - 7 containers	N/A	\$24.50	\$30.00	\$36.25	\$44.75
(iii) with 8 - 11 containers	N/A	\$23.50	\$28.50	\$34.50	\$42.75
(iv) with 12+ containers	N/A	\$20.75	\$22.00	\$30.75	\$37.50
(b) Schools, Churches, Institutional	N/A	\$28.75	\$35.00	\$41.75	\$54.25
(c) Commercial, Industrial (1 tip/ week)	N/A	\$30.75	\$38.75	\$46.25	\$53.75
1 tip/ 2 weeks	N/A	\$35.25	\$43.25	\$52.75	\$55.75
1 tip/ 4 weeks	N/A	\$37.75	\$46.00	\$53.75	\$57.75
On request	N/A	\$40.75	\$48.25	\$55.75	\$59.75
Organic Waste Cart Tipping Fees: (Fee per 240 L cart per month)					
First Cart – tipped weekly		\$71.50			
Second, Third and Fourth Cart – tipped weekly		\$36.00			
Five and more Carts – tipped weekly		\$15.50			
Charges per Tip in addition to Container Tipping Fees:					
(a) Casters	\$4.00				
(b) Locks	\$1.25				
(c) Jitney (Includes Casters)	\$22.25				

THIS PAGE LEFT BLANK INTENTIONALLY

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


 Dept.
Manager


 GM/
Director


 CAO

The District of North Vancouver

REPORT TO COUNCIL

November 9, 2017
File: 05.1700

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

SUBJECT: SEWER BYLAW 8270 (AMENDMENT 29)
User Charges and Service Fees for 2018

RECOMMENDATION:

THAT "Sewer Bylaw 6656, 1994, Amendment Bylaw 8270, 2017 (Amendment 29)" is given FIRST, SECOND, and THIRD Reading.

REASON FOR REPORT:

The sewer and drainage user charges are specified in Sewer Bylaw 6656 and are the primary funding source for the District's sewer utility. This report provides information and recommendations regarding proposed amendments effective January 1, 2018.

SUMMARY:

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

The proposed charge for a single family residence in 2018 is \$643.25, an increase of \$24.75 or 4% over 2017. The increase is attributed to flow through Metro costs, inflationary drivers while maintaining the combined funding for capital and reserves at required levels.

BACKGROUND:

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

The sewer utility operates and manages two separate sewer services, Sanitary and Drainage. The Sanitary system includes 386 km of sanitary sewers, 33 lift stations and 21,400 sewer services that provides critical sanitary collection for the District and its residents. The current replacement value of the system is \$238 million.

The Drainage system includes 360 kilometres of storm mains, more than 300 culverts, 7 natural hazard mitigation structures, and other natural or artificial water courses that provide critical drainage and storm water control to protect District and private property from flood damage. These assets have a total current replacement value of \$296 million. The overall physical condition of the sewer and drainage systems exceeds our Asset Management target.

EXISTING POLICY:

The Sewer Utility operates as a self-sufficient financial entity with no debt financing. The FCS Group study *'Water, Sewer & Drainage, and Solid Waste & Recycling Utility Rate Study'* indicated that industry best practices required reserve balances to be set at a minimum of \$5.1M - \$18M (2012\$). As a result, a multi-year reserve contribution started in 2013 and continues in 2018. The reserves are required to address working capital, rate stabilization, capital contingency, and system reinvestment funding requirements.

ANALYSIS:

The sewer utility expenses are broken into five main categories and described below in 'Cost of Service'.

Estimated revenues and expenditures over the next five years are provided in Appendix A, "Sewer and Drainage Utility, 2018 – 2022 Draft Financial Plan".

Revenues for the sewer utility are collected primarily through flat rate sewer charges, metered rate sewer charges and sewer service connection fees.

Cost of Service

The five major areas of expenditure that affect the outcome of the rate setting process are Metro liquid waste charges, direct operating costs, direct capital costs, contribution to the reserve fund and overhead contribution to the General Operating Fund. The combined annual estimated sewer utility expenditures impact is an increase of \$1.3M or 5.6% for a total annual budget of \$24.2M.

Metro Vancouver Liquid Waste Charges

Metro Vancouver facilities and operations charges are levied to the North Shore municipalities for conveyance and treatment of sewage. The charges are comprised of operating, administration and capital debt charges. In 2018 Metro Vancouver charges are estimated to increase by 7.8% or \$721K for a total of \$10M and comprise 41% of the total Sewer and Drainage Utility expenditures.

Sewer Operations & Maintenance Costs

Operations expenses increase by \$86K for a total budget of \$4.2M and comprise 17% of overall expenses. The predicted increase in expenditures is attributed primarily to inflationary drivers such as

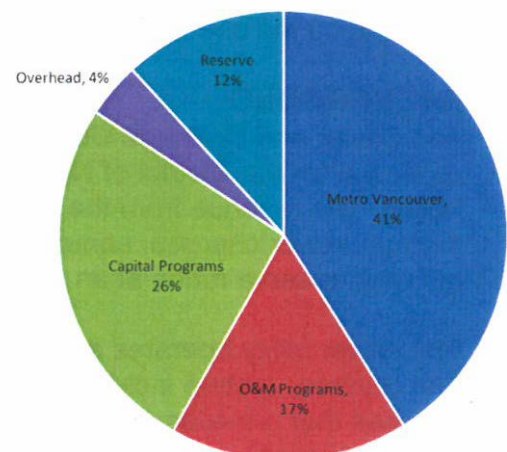


Figure1. Sewer Utility Expenditure 2018

SUBJECT: SEWER BYLAW 8270 (AMENDMENT 29)
User Charges and Service Fees for 2018

Page 3

negotiated labour costs, fuel and materials. Operations services and programs delivered include:

- Sanitary sewer main and service cleaning and maintenance
- Sanitary sewer lift station inspections, maintenance and repairs
- Storm sewer main and service cleaning and maintenance
- Drainage inlet/culvert cleaning and maintenance

District Sewer Capital Programs Costs

The 2018 contribution to the Sewer capital fund increases by \$288k for a total budget of \$6.3M and is 26% of overall expenditures. This funding request supports the Asset Management Plans obligations. Increases are primarily attributed to commitments in the watercourse, hazard mitigation and the development and implementation of the Integrated Stormwater Management Plan. Works performed include planned asset remediation, replacement and upgrading for the following programs:

- Sanitary and Storm Sewer Condition Assessment
- Sanitary Sewer Main and Lateral Remediation
- Sewage Lift Station Upgrading
- Reduction of Inflow and Infiltration Program (RIIP)
- Storm Sewer Remediation and Upgrading
- Culvert Inspection and Remediation Program
- Watercourses Hazard Mitigation
- Integrated Stormwater Management

Sewer Reserve Contribution

The 2018 reserve contribution for the Sewer and Drainage utility is \$2.9M with a projected year-end balance of \$18.5M which, for the first time, meets the best practice revenue target. Reserve contributions represent 12% of overall expenditures.

Overhead and General Operating Costs

The sewer utility contributes annually to the Districts general operating fund. This fund finances shared business services required to operate such as finance, information technology, engineering and human resources. This cost increases by \$16K to \$827K and represents 4% of the overall expenditures.

Rate Shifts

In addition to the proposed rate increase of 4% driven by the changes detailed above, some rate shifts are recommended based on Council agreement to better align consumption with cost of service. Minor ongoing rate shifts outlined below continue through 2018.

Secondary Suites & Coach Homes

In 2017 coach homes are added to the existing secondary suite rate class. Future analysis will reveal if a unique rate class is warranted. The 2018 Secondary Suite and Coach Home rate is \$258 and is unchanged from 2017. This rate continues the FCS study recommendation aimed at bringing equity to this rate on a gradual basis over a 10 year period (first year 2013). The District is projected to have 4,400 secondary suite units and 7-12 coach homes by the end of 2018.

Rest Home Charge Realignment

The 2018 per bed rate is \$329, an increase of 26% but still significantly less than the estimated cost of service. Due to the substantial increase in rates recommended by the FCS study (430%), this rate class is being increased gradually over a 10 year period (first year 2013). DNV has 2 rest homes with a combined total of 284 beds.

Timing/Approval Process:

To apply the proposed rate increase for the full year in 2018, it is necessary for Council to approve the bylaw amendments prior to January 1, 2018.

Concurrence:

This report has been jointly prepared and reviewed by Utilities (Engineering, Parks and Facilities) and Financial Planning (Finance and Information Technology). Proposed rates were reviewed and supported by the Finance and Audit Standing Committee.

Financial Impacts:

Cost of service impacts for 2018 result in a 4% across the board rate increase. The proposed charge for a single-family residence in 2018 is \$643.25, an increase of \$24.75 over 2017.

Metro Vancouver Liquid Waste Charges

The construction of a new secondary sewage treatment plant for the North Shore will result in sewage levy increases in future years. The Provincially approved 2010 Integrated Liquid Waste and Resource Management Plan (ILWRMP) mandates that the new treatment plant be constructed by 2020. For the first time since 2014 Metro Vancouver is in a position to provide five year rate projections enabling certainty regarding rates to North Shore Sewerage Area residents for 2018-2022. The sewage rate increases for these years are reported at an average of 16.5% based on information from Metro Vancouver.

Liability/Risk:

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

Social Policy Implications:

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

Environmental Impact:

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

SUBJECT: SEWER BYLAW 8270 (AMENDMENT 29)
User Charges and Service Fees for 2018

Page 5

Public Input:

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

Conclusion:

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

Respectfully submitted,



Shaun Carroll, P. Eng.
Manager Utilities

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	

SUBJECT: SEWER BYLAW 8270 (AMENDMENT 29)
User Charges and Service Fees for 2018

Page 6

Appendix A

Sewer and drainage 2018-2022 Draft Financial Plan

(000's)	Final Budget 2015	Final Budget 2016	Final Budget 2017	Draft Budget 2018	PLAN			
					2019	2020	2021	2022
Revenues								
Flat Rate	15,003	15,409	16,256	17,159	18,068	19,023	20,024	21,076
Metered Rate	4,662	4,854	4,715	4,990	5,190	5,398	5,613	5,838
Connection Charges	962	1,696	1,726	1,761	1,796	1,827	1,859	1,897
Other Revenues	36	249	260	323	381	385	449	432
Contribution from Sewer & Drainage Reserve	-	-	-	-	-	-	773	1,145
Total Revenues	20,663	22,208	22,957	24,233	25,435	26,633	28,718	30,388
Expenditures								
Liquid Waste Charges (Metro Vancouver)	8,865	8,905	9,280	10,001	10,719	13,200	17,094	20,509
District Operations								
Administration	449	457	464	474	483	491	498	508
Operations & Maintenance								
Sewer Maintenance	1,246	1,247	1,271	1,299	1,327	1,353	1,379	1,409
Drainage Maintenance	625	637	647	660	673	684	696	709
Connections	962	1,696	1,726	1,761	1,796	1,827	1,859	1,897
Contribution to General Operating Fund	779	795	811	827	844	860	877	895
	4,061	4,832	4,919	5,021	5,123	5,215	5,309	5,418
Contribution to Sewer & Drainage Capital Fund	3,809	5,418	6,050	6,338	9,429	5,136	6,315	4,461
Contribution to Sewer & Drainage Reserve	3,928	3,053	2,708	2,873	164	3,082	-	-
Total Expenditures	20,663	22,208	22,957	24,233	25,435	26,633	28,718	30,388
SINGLE FAMILY RESIDENTIAL FLAT RATE	\$ 577	\$ 589	\$ 619	\$ 643	\$ 669	\$ 696	\$ 724	\$ 753

The Corporation of the District of North Vancouver

Bylaw 8270

A bylaw to amend Sewer Bylaw 6656, 1994

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

1. Citation

This bylaw may be cited as "Sewer Bylaw 6656, 1994, Amendment Bylaw 8270, 2017 (Amendment 29)".

2. Amendments

2.1 Sewer Bylaw 6656, 1994 is amended as follows:

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

3. Effective Date

The effective date of this bylaw is January 1st, 2018.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule 1 to Bylaw 8270

ATTACHMENT 3

SCHEDULE OF INSTALLATION CHARGES		
1. Service Capping Fees:		
• Storm		\$ 1,216
• Sanitary		\$ 1,216
2. Service Abandonment Fees:		
• Sanitary		\$ 2,550
3. Service Remediation		\$ 3,468
<p>4. Base Sewer Connection Charges for connections between 0 and 3.0 m deep consists of a service connection installation to main charge plus a service connection length charge.</p> <p>Charges for connections greater than 3.0 metres in depth, if deemed acceptable, or 300mm in diameter shall be estimated and charged on a site specific basis.</p>		
Service Connection Installation to Main Charge	0 - 2.0m DEEP	OVER 2.0m - 3.0m DEEP
1st Connection	\$ 2,240	\$ 2,879
2nd Connection	\$ 1,167	\$ 1,167
3rd Connection	\$ 1,167	\$ 1,167
Service Connection Length Charges	0 - 2.0m DEEP	OVER 2.0m - 3.0m DEEP
1st Connection	\$ 406 / meter	\$ 626 / meter
2nd Connection	\$ 202/ meter	\$ 245 / meter
3rd Connection	\$ 202 / meter	\$ 245 / meter
5. Utility crossing charge is applied for each crossing or crossings required when laying the connection underneath other pipes or ducts.		\$ 624 / each
6. Installation charges for storm or sanitary sewer connections:		

a) The "first connection" shall be the longest connection installed in a trench. A remediated service connection is not defined as a new connection for the purpose of establishing the first connection.	
b) "Second" connection, "third" connection, and "additional" connection rates shall only apply when these connections are installed in the same trench (standard width) as the "first" connection.	
c) Connection charges shall be based on the greater of the depths measured between the ground surface at the property line or the ground surface at the main and the design depth of the connection at those two locations.	
d) The location of the connection at the sewer main shall be at a point along the main no further than the midpoint of the lot adjacent to the lot being connected. This location shall be determined by the intersection of the sewer main and a line drawn perpendicular to the adjacent lot line at its midpoint.	
e) The cost to replace any existing legal pin disturbed due to its proximity to the new connection shall be borne by the applicant.	
f) The cost for any rock work requiring blasting, drilling or splitting shall be in addition to the charges calculated in this schedule.	
g) BC Hydro charges for any work related to the connection installation shall be in addition to the charges calculated in this schedule.	
h) The cost to connect to a concrete encased sewer pipe shall be in addition to the charges calculated in this schedule.	
i) The cost of DNV staff required to complete an engineering design for a sewer connection shall be in addition to the charges calculated in this schedule.	
j) Cost to install, raise, alter or repair a manhole shall be estimated and charged on a site specific basis.	
k) Charges will be applied based on the year of construction.	
Example 1. Three connection in the same trench less than 2m deep, 1st & 2nd 10m long, 3rd 7m long, one utility crossing)	
1 st Connection less than 2m deep, 10m long = \$ 2,240 + (10 x \$ 406) + \$ 624 =	\$ 6,924
2 nd Connection, less than 2m deep, 10m long = \$ 1,167 + (10 x \$ 202) + \$ 624 =	\$ 3,811
3 rd Connection, less than 2m deep, 7m long = \$ 1,167 + (7 x \$ 202) + \$ 624 =	\$ 3,205
TOTAL	\$ 13,940
Example 2. Three connections in the same trench all greater than 2m deep, each 10m long, each crossing one utility and one mature tree removal.	
1 st Connection greater than 2m deep, 10m long = \$ 2,879 + (10 x \$ 626) + \$ 624 =	\$ 9,763
2 nd Connection greater than 2m deep, 10m long = \$ 1,167 + (10 x \$ 245) + \$ 624 =	\$ 4,241

3 rd Connection greater than 2m deep, 7m long = \$ 1,167 + (10 x \$ 245) + \$ 624 =	\$ 4,241
Tree Removal Estimate	\$ 4,200
TOTAL	\$ 22,445

Schedule 2 to Bylaw 8270

ATTACHMENT 4

SANITARY SEWER AND DRAINAGE CHARGES AND FEES

UNMETERED WATER SUPPLY

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

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

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

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

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

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

All charges are for the calendar year.

SEWER AND DRAINAGE USER CHARGES & FEES - ANNUAL CHARGE	
A. <u>FLAT RATE CHARGES</u>	
USER	ANNUAL CHARGE
Single Family Residence	\$ 643.25

Row House/ Duplex	\$ 535.00
Secondary Suite/ Coach House	\$ 258.00
Multi-family	\$ 535.00
Rest Home per bedroom	\$ 329.00
Retail, office or service commercial premise	\$ 643.25
• With living quarters, an additional	• \$535.00
Church	\$ 643.25

B. METERED PROPERTIES

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

Monthly Sewer and Drainage Charges for Metered Properties	
First 1,000 cu.ft used or part thereof	\$ 64.80
All in excess of 1,000 cu.ft used – per 100 cu.ft	\$ 6.65

Quarterly Sewer and Drainage Charges for Metered Properties	
First 3,000 cu.ft used or part thereof	\$ 194.40
All in excess of 3,000 cu.ft used – per 100 cu.ft	\$ 6.65

C. REDUCTION IN CHARGE

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

D. INDUSTRIAL BOD/TSS CHARGES

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

GVS&DD WASTE DISCHARGE PERMITEE SEWER CHARGES	
MONTHLY METERED PROPERTIES	
First 1,000 cu.ft used or part thereof	\$ 64.80
All in excess of 1,000 cu.ft used – per 100 cu.ft	\$ 3.91
QUARTERLY METERED PROPERTIES	
First 3,000 cu.ft used or part thereof	\$ 194.40
All in excess of 3,000 cu.ft. used – per 100 cu.ft.	\$ 3.91

E. CHARGE FOR CONTAMINATED GROUNDWATER DISCHARGE TO SEWER

5. In addition to GVS&DD discharge permit DNV charge \$ 0.466 per cu m

THIS PAGE LEFT BLANK INTENTIONALLY

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

Dept. Manager	GM/ Director	CAO
------------------	-----------------	-----

The District of North Vancouver REPORT TO COUNCIL

November 22, 2017
File: 05.1930

AUTHOR: Elio Iorio, Manager Revenue and Taxation

SUBJECT: Annual Review of Fees and Charges 2018 - Bylaw Amendment 54

RECOMMENDATION:

The Finance and Audit Standing Committee Recommends to Council:

"THAT Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8268, 2017 (Amendment 54) is given FIRST, SECOND, and THIRD readings".

REASON FOR REPORT:

Annual review and establishment of fees and charges in accordance with financial plan objectives. Amendments detailed in the attached report were discussed by the Finance and Audit Standing Committee on November 21st and have been recommended for adoption by Council.

TIMING/APPROVAL PROCESS:

Fees require approval prior to year-end for an effective implementation date of January 1st, 2018. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on December 4, 2017.

FINANCIAL IMPACTS:

See attached report.

Respectfully submitted,



Elio Iorio
Manager Revenue and Taxation

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

Dept. Manager	GM/ Director	CAO
------------------	-----------------	-----

The District of North Vancouver

REPORT TO FINANCE AND AUDIT STANDING COMMITTEE

November 10, 2017
File: 05.1930

AUTHOR: Elio Iorio, Manager Revenue and Taxation

SUBJECT: Annual Review of Fees and Charges - 2018

RECOMMENDATION:

THAT the Finance and Audit Standing Committee recommend to Council:

"THAT "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8268, 2017 (Amendment 54)" is given FIRST, SECOND, and THIRD readings."

AND THAT the November 10, 2017 report of the Finance and Audit Standing Committee entitled Annual Review of Fees and Charges – 2018 is forwarded to a Regular Council meeting for consideration.

REASON FOR REPORT:

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

SUMMARY:

The proposed fee structure for 2018 includes a 2% cost of service adjustment (based on projected Core consumer price index) unless justifiable exceptions apply (schedule of exceptions attached). To maintain price stability, the Core CPI measure is utilized to better indicate the behaviour of price increases. This measure normalizes price trends by excluding expenditures subject to sensitive temporary fluctuations such as food and energy costs. Review of fees for equity and cost recovery takes place each year. Adjustments to existing fees for the processing of development applications, filming and Maplewood Farm are proposed to enhance cost recovery.

REVENUE IMPACT:

Revenues are estimated to improve by \$240,000 due to the 2% inflation increase. It is important to note that fees and charges for Golf, Library, Properties, Recreation and Utilities are not covered by this review. These fees are determined through alternative approval processes in accordance with their governance structure or the adopted funding model.

EXCEPTIONS TO 2% INCREASE:

Uniformity of fees is paramount in the yearly review process. Fees charged for private services requiring District resources are evaluated for their application and support of recovery of cost. Comparability of fees to similar charges in other neighbouring municipalities ensures fees are not only competitive but reflect users' ability to pay.

Corporate & Finance

No increase in fees is proposed in the financial services section as current rates are consistent with other lower mainland municipalities and provide appropriate cost recovery.

Development & Permitting Fees

The processing of development planning applications at increased volumes presents cost pressures. Increases greater than CPI are required to better align costs to the timing associated with processing and approving applications. Increases in volumes of development applications that require preliminary and detailed plan reviews also require additional time for staff to profile documents into the new EnerGov permitting software which will now enable electronic storage.

Maplewood Farm

Maplewood Farm fees were reviewed to ensure consistency with service objectives and sustainability of operations. Since the last detailed review in 2012, new infrastructure consisting of the addition of a new multipurpose room, accessible washrooms and interpretive signage for educational guidance of visitors has been built on site. Proposed fee increases account for costs to manage the replacement of these new capital assets. A 2% inflation increase for operations and an additional 5% fee increase is considered to commence recovery of the lifecycle costs of these assets. The increased farm fees remain competitive when compared to similar facilities throughout the lower mainland.

Protective Services & Licensing and Film

Select increases for some RCMP informational reporting services are proposed to align with similar charges for service in other neighbouring municipalities. Other fees listed remain competitive and harmonized with the City of North Vancouver to provide consistency on the North Shore. Likewise, select filming location and service fees are updated to achieve competitiveness with other jurisdictions and ensure fees remain constant for multiyear filming productions. The District enjoys an attractive environment and benefits from being a prime destination for film, television and commercial productions.

NEW FEES: - Development Services

New fees are proposed to recover costs in monitoring temporary occupancy permits along with bylaw contravention notices placed on property title. Provisional occupancy permits are being proposed for owners that require temporary occupancy prior to the completion of a building. For permits nearing expiration additional work is required to monitor completion of these projects. To allow for better streamlined service and to incentivize developers to complete outstanding deficiencies the temporary permit fee is proposed.

Registration of bylaw contraventions on property title helps protect the use of land in its conformance to the BC Building Code. Resolution of the violations requires follow up with detailed inspections to determine if removal of the notice is feasible. Currently, no fee is charged for this service.

The addition of a corporate search fee to review active records of corporate organizations is proposed in recovering search fees paid for use of the Corporate Registry system. The issuance of pesticide permits is currently provided free of charge. A nominal fee is proposed to recover the cost of providing these permits.

Transportation

Currently, District staff allocate time after regular business hours to attend to traffic signal operations for development purposes. A new fee is proposed to recover administrative costs in providing service for traffic signal operations after regular business hours. The fee is to ensure cost recovery of staff time to monitor traffic signal operation for construction works related to private or public utility utilizing public roads.

Codification of Fees

Fees for filming and temporary parking signage are historical charges which are now included in the Fees and Charges bylaw. The fees have been reviewed for their recovery of costs and are now included as a housekeeping addition.

BACKGROUND:

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

EXISTING POLICY:

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

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

Timing/Approval Process:

Fees require approval before year-end to take effect on January 1st, 2018. Timing of approval is critical so that notices can be delivered and systems can be updated. The final report is scheduled for adoption at the Regular Council meeting on December 4, 2017.

Respectfully submitted,



Elio Iorio
Manager Revenue and Taxation

Schedule of Exceptions to 2% Increase

Schedule & Fee Description	2017 Bylaw Fee	2018 Proposed Fee	Y:Y Fee Change	% Change
Schedule A - Corporate & Finance				
Financial Services				
Tax demand notice	20.00	20.00	0.00	0.0%
Certificate of tax status and related information - obtained through the web tax certificate system	40.00	40.00	0.00	0.0%
Certificate of tax status and related information - prepared manually	45.00	45.00	0.00	0.0%
Tax refund to non-property owner	30.00	30.00	0.00	0.0%
Tax levy data file (electronic)	0.02	0.02	0.00	0.0%
Researching historical property related information	45.00	45.00	0.00	0.0%
Returned cheques or payments	30.00	30.00	0.00	0.0%
Schedule B - Development & Permitting Fees				
Development Applications				
Preliminary				
Proforma evaluation for applications within designated Centres where Community Amenity Contribution policy stipulates	11,075.00	15,000.00	3925.00	35.4%
Rezoning (including text or map amendments), Heritage Revitalization Agreements, and creation of new Temporary Use Permit Area				
Base Fee	3,755.00	3,950.00	195.00	5.2%
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Multi-Family – base fee plus (For Residential Unit)	31.00	40.00	9.00	29.0%
Official Community Plan Amendment				
Base Fee	3,755.00	3,950.00	195.00	5.2%
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Development Permit - Minor				
Additions of less than 1,000 sq.ft. (93 m2) in DP area; Telecommunications facilities involving changes to existing facilities; and Heritage Alteration Permit or Heritage Revitalization Agreement where no change to use or density	1,165.00	1,200.00	35.00	3.0%
Profiling Fee (formerly Scanning Fee)	55.00	75.00	20.00	36.4%
Development Permit – Major (some applications may require more than one Development Permit application and fee)				
Form and Character				
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Multi-Family – base fee plus	31.00	40.00	9.00	29.0%
Environmental or Hazardous Conditions:				
Single Family				
Profiling Fee (formerly Scanning Fee)	55.00	60.00	5.00	9.1%
Development Permit Exemption Letter	55.00	50.00	-5.00	-9.1%
Other than single family				
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Development Permit Exemption Letter	55.00	50.00	-5.00	-9.1%

Schedule of Exceptions to 2% Increase – continued

Schedule & Fee Description	2017 Bylaw Fee	2018 Proposed Fee	Y:Y Fee Change	% Change
Development Variance Permit				
Single Family				
Profiling Fee (formerly Scanning Fee)	30.00	35.00	5.00	16.7%
Other than single family				
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Temporary Use Permit				
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Subdivision				
Subdivisions creating new lots	1,370.00	1,500.00	130.00	9.5%
Fee per new lot created	265.00	500.00	235.00	88.7%
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Subdivision creating an air space parcel	3,620.00	4,500.00	880.00	24.3%
Profiling Fee (formerly Scanning Fee)	245.00	275.00	30.00	12.2%
Subdivision Conditions Letter extension	390.00	500.00	110.00	28.2%
Liquor Related Applications				
Permanent Liquor Licences				
Applications for a new liquor licence or an amendment to an existing licence	1,820.00	2,000.00	180.00	9.9%
Legal Documents				
Standard Development Servicing Agreement	650.00	725.00	75.00	11.5%
Renewal of Standard Development Servicing Agreement	650.00	725.00	75.00	11.5%
Special Services				
Custom Research: Requests for detailed research of one or more properties.	120.00	150.00	30.00	25.0%
Schedule C - Parks and Recreation Fees				
Maplewood Farm				
Adult	7.57	8.10	0.53	7.0%
Child/Senior	4.57	4.90	0.33	7.2%
Peak Period (Adult)	8.81	9.43	0.62	7.0%
Peak Period (Child)	5.71	6.10	0.39	6.8%
Special Events (Adult)	8.81	9.43	0.62	7.0%
Special Events (Child)	5.71	6.10	0.39	6.8%
Annual Family Membership	127.19	136.10	8.91	7.0%
Behind the Scenes General	24.38	26.10	1.72	7.1%
Behind the Scenes Member	12.76	13.67	0.91	7.1%
Pony Ride (per hour)	96.71	103.48	6.77	7.0%
Prepayment Plan				
Group size 0-8	125.95	134.76	8.81	7.0%
Group size 9-15	251.52	269.14	17.62	7.0%
Group size 16-25	377.29	403.71	26.42	7.0%
Group size 26-50	754.57	807.38	52.81	7.0%
Group size 51-75	1,006.05	1,076.48	70.43	7.0%
Group size 76-100	1,257.62	1,345.67	88.05	7.0%

SUBJECT: Annual Review of Fees and Charges - 2018

November 10, 2017

Page 7

Schedule of Exceptions to 2% Increase – continued

Schedule & Fee Description	2017 Bylaw Fee	2018 Proposed Fee	Y:Y Fee Change	% Change
Birthday Party Packages:				
Basic Room Rental	51.80	55.40	3.60	6.9%
Themed Party Packages:				
Bronze Package	129.40	138.50	9.10	7.0%
Silver Package	207.10	221.60	14.50	7.0%
Gold Package	289.90	310.20	20.30	7.0%
Platinum Package	419.30	448.70	29.40	7.0%
Schedule D - Protective Services				
North Vancouver RCMP Services				
Police Certificate (Including prints if required)	57.50	57.50	0.00	0.0%
Local Police Records Checks	57.50	57.50	0.00	0.0%
Name Change Applications	57.50	57.50	0.00	0.0%
Taxi-Biennial (2yr) Permit	115.00	115.00	0.00	0.0%
Taxi Permit (lost/replacement fee)	28.75	28.75	0.00	0.0%
MV 6020 – Motor Vehicle Accident Report	57.50	57.50	0.00	0.0%
Preliminary Collision/Traffic Analyst Report	57.50	90.00	32.50	56.5%
Full Collision/Traffic Analyst Report	600.00	600.00	0.00	0.0%
Field Drawing Reproduction	40.00	40.00	0.00	0.0%
Measurements	207.00	207.00	0.00	0.0%
Crash Data Retrieval Report	155.00	180.00	25.00	16.1%
Mechanical Inspection Report	57.50	57.50	0.00	0.0%
Police Reports	57.50	57.50	0.00	0.0%
Passport Letters	57.50	57.50	0.00	0.0%
Insurance Claim Letter	57.50	57.50	0.00	0.0%
Court Ordered File Disclosure (in addition to copying charge)	57.50	57.50	0.00	0.0%
Photographs (each – 4 x 6)	2.75	4.00	1.25	45.5%
Video Reproduction				
First hour	52.00	70.00	18.00	34.6%
Per hour after first hour	26.00	26.00	0.00	0.0%
Cost of CD/DVD	16.00	16.00	0.00	0.0%
Audio Reproduction				
First hour	52.00	70.00	18.00	34.6%
Per hour after first hour	26.00	26.00	0.00	0.0%
Forensic Video Analysis – Cost per hour	105.00	200.00	95.00	90.5%
File Research – Cost per hour	50.00	50.00	0.00	0.0%
Visa Application	57.50	57.50	0.00	0.0%
Security Licencing	57.50	90.00	32.50	56.5%
Photocopying charge per page	0.75	0.75	0.00	0.0%
Shipping Charge	5.00	5.00	0.00	0.0%
CD of Photographs	20.00	40.00	20.00	100.0%

Schedule of Exceptions to 2% Increase – continued

Schedule & Fee Description	2017 Bylaw Fee	2018 Proposed Fee	Y:Y Fee Change	% Change
Schedule E - Licensing and Film				
Filming				
Signature Park Fee (Full Day) – Cates Park, Lynn Canyon Park, Panorama Park	1,300.00	1,500.00	200.00	15.4%
Signature Park Fee (Half Day) – Cates Park, Lynn Canyon Park, Panorama Park	950.00	950.00	0.00	0.0%
Signature Park Fee – Prep/Wrap – Cates Park, Lynn Canyon Park, Panorama Park	650.00	750.00	100.00	15.4%
Large Park Fee (Full Day) – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	850.00	950.00	100.00	11.8%
Large Park Fee (Half Day) – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	650.00	650.00	0.00	0.0%
Large Park Fee – Prep/Wrap – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	425.00	475.00	50.00	11.8%
Neighbourhood Park Fee (Full Day)	430.00	440.00	10.00	2.3%
Neighbourhood Park Fee (Half Day)	325.00	335.00	10.00	3.1%
Neighbourhood Park Fee – Prep/Wrap	215.00	220.00	5.00	2.3%
Commercial Media Usage - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	260.00	300.00	40.00	15.4%
Film Liaison Fee	68.00	69.00	1.00	1.5%
RCMP Services – Corporal	117.00	119.00	2.00	1.7%
RCMP Services – Sergeant	143.00	146.00	3.00	2.1%
Fire Services – Fire Officer	165.00	168.00	3.00	1.8%
Fire Services – Firefighter	135.00	138.00	3.00	2.2%
Fire Hydrant Usage	75.00	77.00	2.00	2.7%
Location Permit Fee	240.00	245.00	5.00	2.1%
Street filming user fee	160.00	165.00	5.00	3.1%
Parking – District streets	60.00	61.00	1.00	1.7%
Signage – new and replacement	16.00	16.00	0.00	0.0%
Signage – Modify existing	5.50	5.50	0.00	0.0%

Schedule of New Fees

Schedule & Fee Description	2018 Proposed Fee
Schedule B - Development & Permitting Fees	
Building Permits	
Removal of Bylaw Contravention Notice on Property Title	500.00
Provisional Occupancy Permit	
Other occupancies (Non-Residential)	500.00
Temporary Building Fee	500.00
Development Applications	
Corporate Search Fee – per company	26.70
Permits Pursuant to the Environmental Protection and Preservation Bylaw	
Pesticide Permit	50.00
Schedule F - Transportation Fees	
Traffic Signal Operation	
Staff for traffic operations after regular hours (M-F 8am to 4pm) when required for completion of development and construction works related to private or public utilities	150.00

Schedule of Housekeeping Items

Schedule & Fee Description		2018 Proposed Fee
Schedule E - Licensing and Film		
Filming		
Fire Services – Vehicle		160.00
Parking lot only – Park or District property		275.00
Signage – Labour		55.00
District land/property fee – Old Delbrook, District Hall, Operations Centre, Libraries, Recreation Centres, Murdo Frazer Cabin, Museum and Archives, Fire Halls, Gallant Wharf, Northlands Golf Course		1,500-5,000 per day per sq. ft usage
District land/property fee – Prep/Wrap – Old Delbrook, District Hall, Operations Centre, Libraries, Recreation Centres, Murdo Frazer Cabin, Museum and Archives, Fire Halls, Gallant Wharf, Northlands Golf Course		750-2,500per day per sq. ft usage
Schedule F - Transportation Fees		
Signage		
Temporary no parking signage (minimum 2 signs):		
2 signs		100.00
3 signs		150.00
4 – 5 signs		200.00
6 – 7 signs		250.00
8 – 9 signs		300.00
10 – 11 signs		350.00
12 signs		400.00
Each additional 4 signs		50.00

The Corporation of the District of North Vancouver

Bylaw 8268

A bylaw to amend the District of North Vancouver Fees and Charges Bylaw 6481, 1992

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

1. Citation

This bylaw may be cited as "District of North Vancouver Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8268, 2017 (Amendment 54)".

2. Amendments

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

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

3. Effective Date

The effective date of this bylaw is January 1st, 2018.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

**ATTACHMENT 1
TO BYLAW 8268**

Schedule A

CORPORATE AND FINANCE FEES

Copies		
Council minutes, reports, related correspondence and general photocopying	\$0.30	per page

Human Resources		
Request from solicitors for employment information	\$115.60	

Fees for Maps and Digital Data Products		
Standard paper map (small to medium size), standard paper building or related plan	\$11.00	per page

Properties Department - Services		
Registerable Documents (Land Title Office)	\$365.00	
Registration of Registerable Documents including any required title searches		recovery of actual Land Title Office costs
Registerable Release Documents (including secondary suite covenants)	\$165.00	review, preparation and recovery of related Land Title Office costs
Unregistered Documents	\$365.00	
Administration Recovery Fee (A fee to recover extraordinary staff time spent on processing instruments on behalf of private owners)	\$560.00	
Administration for Highway Abandonments (sale of laneways)	\$2,315.00	flat fee
Documentation/Advertising fee for leases and lease renewals		recovery of actual Land Title Office costs

Building Department - Record Searches		
Property Records provided to solicitors, lending institutions and other individuals or organizations:		
Single-Family Residential Buildings	\$121.70	
All other buildings	\$242.40	
Property Record searches for "All other buildings" exceeding three hours shall be charged an additional fee of \$70/hour for each additional hour.		

Change of Address and New Address		
Change of Address and New Address	\$534.10	

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

Amended by: 6835 7349 7365 7432 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960
8020 8088 8143 8200

Schedule B

DEVELOPMENT AND PERMITTING FEES

Building Permits		
Building Permit Fee		
First \$1,000 value of the work	\$75.50	
Each \$1,000 or part thereof by which the value of work exceeds the sum of \$1,000 up to a maximum of \$15,000, add	\$15.40	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$15,000 up to a maximum of \$50,000, add	\$13.20	
Each \$1,000 or part thereof by which the value of the work exceeds the sum of \$50,000, add	\$12.00	
Recheck fee (minimum 1 hour)	\$75.50	per hour
The Building Permit Fee is increased where construction commenced before the Building Inspector issued a permit by:		
For work valued up to \$15,000	\$309.20	
For work valued up to \$50,000	\$622.80	
For work valued up to \$100,000	\$1,245.50	
For work valued up to \$500,000	\$2,489.20	
For work valued up to \$1,000,000	\$6,222.70	
For work valued greater than \$1,000,000	\$12,444.40	
Re-inspection Fee	\$125.10	
Permit Extension Fee		10% of original fee or \$75.50, whichever is greater
Permit Transfer Fee		
Single Family Residential Building	\$75.50	
Other building type	\$151.30	
Preliminary Plan Review	\$150.80	
Review of Alternate Solutions		
Up to two alternate solutions items included in one submission (this includes a single review of a single revision required from the primary review)	\$465.20	
For each alternate solutions equivalency item review exceeding the first two items included in the single submission	\$151.30	
Each additional revision submission of any single item	\$75.50	

Plan Review and Summary Letter (reviewed for Board of Variance application)	\$256.30	
Inspection		
First 4 hours	\$211.70	
Per hour after first 4 hours	\$75.50	
Provisional Occupancy Permit		
Residential occupancy, per dwelling unit, to a maximum of \$5,000.00	\$102.00	per 30 days or part thereof
Other occupancies	\$500.00	per 30 days or part thereof
Temporary Building Fee	\$500.00	
Land Title Search Fee	\$28.70	
Removal of Bylaw Contravention Notice on Property Title	\$500.00	
Digital standard building plan or related plan	\$8.30	per page

Properties Involving Controlled Substances		
Inspection Fees:		
Each time the District enters on a Parcel to inspect in the exercise of the District's authority to regulate, prohibit or impose requirements under the Properties Involving Controlled Substances Bylaw 7494 or another enactment, the Owner must pay the District an administration and inspection fee of:	\$538.70	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a subsequent inspection undertaken if the Owner or occupier has failed to undertake action ordered by the Fire Chief, the District or a person authorized under the Properties Involving Controlled Substances Bylaw 7494 to order the action, the Owner must pay an additional fee of:	\$2,692.90	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.

Before confirmation is provided by the Chief Building Inspector that a satisfactory inspection of the building by the District's Building Department has been completed the Owner must pay to the District:

For the first inspection:	\$538.70	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For an inspection with an architect or professional engineer to certify that the subject Building may be occupied under applicable enactments, if the Owner has not first engaged his or her own architect for that purpose:	\$2,692.90	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
For a Special Safety Inspection:	\$538.70	
For each inspection prior to issuance of a Re-occupancy Permit:	\$323.10	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.
To obtain a Re-occupancy Permit:	\$269.30	If the Owner inspects and reports a contravention under Section 13 of Bylaw 7494 this fee will be waived in respect of that incident.

If the Owner inspects and reports a contravention under Section 13 of the Properties Involving Controlled Substances Bylaw 7494:		
The fee for a Special Safety Inspection in respect of that incident is as follows:	\$269.30	

Board of Variance		
Application Fee	\$426.60	

Chimney and Fuel Burning Appliances		
A chimney with one flue, including factory-built chimney	\$75.50	
Each additional flue or chimney in a building	\$21.90	
A fireplace and flue, including factory-built fireplace	\$75.50	
Solid fuel burning appliances	\$75.50	

Mechanical Permits		
For the installation of fixtures, each roof drain, hot water tank, sump and interceptor being classed as a fixture, as follows:		
One fixture	\$75.50	
Each additional fixture up to ten	\$27.40	
Each additional fixture over ten	\$24.10	
Re-piping of an existing building:		
40% of the equivalent fixture installation fee		
For the installation or replacement of water service	\$75.50	
For the installation of perimeter foundation drains:		
For single or two family residential buildings up to 250'	\$75.50	
For each additional 250'	\$39.50	
For other than single or two family residential buildings, for each 100' or portion thereof to 500'	\$75.50	
For each additional 250'	\$39.50	
For the alteration of plumbing where no fixtures are involved, for each 10 metres of house drain installed or portion thereof	\$75.50	
In every case where, due to non-compliance with the provisions of this bylaw or to unsatisfactory workmanship, more than two inspections are necessary, for each inspection after the second inspection	\$125.10	
Special inspections to establish the fitness of the plumbing	\$90.00	per hour
For the installation of plumbing fixtures by other than the original permit holder	\$75.50	
For the installation of domestic water for fire lines in other than single family dwellings:		
For the first 30 metres or portion thereof	\$75.50	
For each additional 30 metres	\$39.50	
For each fire hydrant, alarm valve, dry valve and flow switch	\$38.30	

For each hose outlet/connection and/or fire department connection	\$38.30	
For the connection of the municipal water supply to a hydraulic equipment	\$75.50	
For the installation of pressure vacuum breakers, approved double check valve assemblies and reduced pressure backflow preventers	\$75.50	
For the installation of a house sewer and building sanitary drain where the length:		
Up to 30 metres	\$75.50	
Each additional 30 metres or part thereof	\$39.50	
A storm sewer and building storm drain:		
Up to 30 metres	\$75.50	
Each additional 30 metres or part thereof	\$39.50	
For the installation of either or both when under a common permit:		
Storm Sewer House Service Connection	\$316.90	
Sanitary Sewer House Service Connection	\$316.90	
For the installation of Sprinkler System:		
Fee for the first head	\$75.50	
For each additional head	\$4.20	
For the installation of a forced air heating duct distribution system:		
Per 1,000 btu	\$3.40	
Minimum	\$75.50	
Maximum	\$247.90	
For the installation of a hydronic heating pipe distribution system:		
Per 1,000 btu	\$3.40	
Minimum	\$75.50	
Maximum	\$247.90	

Electrical Permits			
The fees payable for the issuance of an electrical permit are based on the total value of the proposed electrical installation including all material and labour as follows:			
More Than	Not More Than		
\$ 0	\$500	\$75.50	
\$500	\$750	\$106.90	
\$750	\$1,000	\$136.80	
\$1,000	\$2,000	\$136.80	+ \$11.57 / \$100 or part thereof greater than \$1,000

\$2,000	\$3,500	\$252.50	+ \$9.35 / \$100 or part thereof greater than \$2,000
\$3,500	\$7,000	\$392.80	+ \$7.07 / \$100 or part thereof greater than \$3,500
\$7,000	\$10,000	\$640.40	+ \$4.74 / \$100 or part thereof greater than \$7,000
\$10,000	\$50,000	\$782.50	+ \$3.53 / \$100 or part thereof greater than \$10,000
\$50,000	\$100,000	\$2,193.90	+ \$3.53 / \$100 or part thereof greater than \$50,000
\$100,000	\$250,000	\$3,957.90	+ \$2.08 / \$100 or part thereof greater than \$100,000
\$250,000	\$500,000	\$7,079.80	+ \$2.07 / \$100 or part thereof greater than \$250,000
\$500,000	\$750,000	\$12,255.10	+ \$1.72 / \$100 or part thereof greater than \$500,000
\$750,000	\$1,000,000	\$16,567.20	+ \$0.92 / \$100 or part thereof greater than \$750,000
over \$1,000,000		\$18,877.10	+ \$0.86 / \$100 or part thereof greater than \$1,000,000

If applicant makes an erroneous declaration of the permit value to obtain a lesser permit fee, the permit shall be revoked and a new permit issued using the corrected value. The new permit shall be calculated according to the corrected permit value and a 50% administrative fee shall be added to the calculated fee.		
Temporary Power Pole - for a maximum period of 120 days (an extension is the same rate)	\$75.50	
Temporary to Permanent Connection	\$75.50	
Electrical Sign Connection	\$75.50	
Circus, Carnivals, Trade, Conventions, Exhibit, or similar shows	\$133.80	
Annual permits where the connected load in calculated horsepower is:		
1,000 HP or less	\$272.00	
Each additional 100 HP or part thereof	\$24.80	
Maximum fee	\$2,638.20	
Hourly Inspection Fee - for each inspection of electrical work in respect of which no specific fee is hereby prescribed, payment shall be made on the basis of time actually spent in making such inspections, as follows:		
For each hour or part thereof	\$75.50	per hour
Re-inspection Fee - For each inspection necessary for examining electrical installations where errors or omissions were found at a previous inspection	\$125.10	
Movie Locations:		
One location (valid for 90 days from the first day of filming)	\$75.50	
Two locations (valid for 90 days from the first day of filming)	\$150.20	
Three locations (valid for 90 days from the first day of filming)	\$223.80	
Four locations (valid for 180 days from the first day of filming)	\$298.10	
Five locations (valid for 180 days from the first day of filming)	\$371.70	
Six Locations (valid for 180 days from the first day of filming)	\$448.50	
Seven locations (valid for 270 days from the first day of filming)	\$526.30	
Eight locations (valid for 270 days from the first day of filming)	\$596.60	
Nine locations (valid for 270 days from the first day of filming)	\$671.10	
Annual permit - unlimited locations	\$764.30	

Gas Permits

Domestic Type Installations:

For the first appliance	\$75.50	
For each additional appliance	\$31.80	
For each inspection exceeding two in number where a re-inspection permit is issued in respect of any installation or alteration	\$125.10	
Commercial and Industrial Installations for each appliance installed on the one permit:		
Equipment with input of 20 kW or less	\$75.50	
Equipment with input greater than 30 kW to 120 kW	\$84.50	
For each re-inspection on any commercial or industrial installation due to faulty workmanship or materials	\$94.20	
For each inspection exceeding two in number made on any commercial or industrial installation	\$75.50	
For inspection outside normal working hours, per hour	\$150.20	per hour
For vent and/or furnace plenum (no appliance)	\$75.50	
For piping (no appliance):		
For first 30 metres or part thereof	\$75.50	
Each additional 30 metres or part thereof	\$32.80	

Blasting Permits

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

For a period not longer than ten days from the date issued	\$75.50	
For a period longer than ten days but no longer than thirty days from the date issued	\$125.10	
For a period longer than thirty days but no longer than sixty days from the date issued	\$186.50	

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

Oil Burning Appliances:

20 kW or less	\$75.50	
Greater than 20 kW to 60 kW	\$80.00	
Over 60 kW	\$83.30	
Oil Storage Tank	\$75.50	
Compressed Gas Appliance and Storage Tank:		
First appliance	\$75.50	
Each additional appliance	\$35.20	
Underground Storage Tank for the storage of gasoline	\$75.50	

Engineering Construction		
Sidewalk Panels (measured in linear metres, 1.5 metres wide):		
First 3 metres or portion	\$1,270.00	
Each subsequent metre	\$281.00	
Curb and Gutter (measured in linear metres):		
First three metres or portion	\$1,469.00	
Each subsequent metre	\$311.00	
Extruded Driveway Curb (each, up to 6 metres wide)	\$867.00	
Each subsequent metre of extruded driveway curb over 6 metres	\$82.00	
R-9 Driveway Crossing (each, up to 6 metres wide)	\$4,590.00	
Extruded Curb (measured in linear metres, redevelopments above \$200,000 will require replacing existing concrete curbing with a new extruded driveway crossing and new extruded curbing along all Street fronts. On corner lots, this will include both frontages):		
First 3 metres or portion	\$450.00	
Each subsequent metre of extruded curb	\$60.00	
Replacement of Survey Monument:		
Standard Integrated	\$2,219.00	per monument
Secondary Benchmark	\$3,696.00	per monument
Federal Benchmark	\$5,809.00	per monument
High Precision	\$7,920.00	per monument
GeoBC Registration	\$53.00	per monument
GeoBC Survey	\$500-\$1,000	per survey

Development Applications		
Corporate Search Fee – per company	\$26.70	
Preliminary		
Required as a first step in most development applications	\$820.00	
Proforma evaluation for applications within designated Centres where Community Amenity Contribution policy stipulates	\$15,000.00	at cost (deposit)
Early Input Meeting where required	\$2,110.00	

Utility Modelling		
Where the District deems it necessary, hydraulic modelling fees will be charged at the Preliminary or subsequent stages of a development application for the District to assess the capacity of the District's water, sanitary and drainage infrastructure as follows:		
Water (includes a hydrant flow test)	\$4,080.00	
Sanitary	\$3,060.00	
Drainage	\$3,060.00	
Rezoning (including text or map amendments), Heritage Revitalization Agreements, and creation of new Temporary Use Permit Area		
Base Fee	\$3,950.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,900.00	
Profiling Fee (formerly Scanning Fee)	\$275.00	
Total	\$7,125.00	
Multi-Family – base fee plus	\$40.00	per residential unit
Official Community Plan Amendment		
Base Fee	\$3,950.00	
Public Hearing Fee (refundable if the application is withdrawn prior to municipal notification of the Public Hearing)	\$2,900.00	
Profiling Fee (formerly Scanning Fee)	\$275.00	
Total	\$7,125.00	
For change in land use or increased residential density - base fee plus	\$63.00	per 100m ² of floor area
Additional Public Hearing Fees		
Additional Public Hearing (where required for a Rezoning, or Official Community Plan Amendment application)	\$2,900.00	
Additional Public Hearing Signs (where required to ensure good visibility)	\$550.00	
Development Permit - Minor		
Additions of less than 1,000 sq.ft. (93 m ²) in DP area; Telecommunications facilities involving changes to existing facilities; and Heritage Alteration Permit or Heritage Revitalization Agreement where no change to use or density	\$1,200.00	
Profiling Fee (formerly Scanning Fee)	\$75.00	
Total	\$1,275.00	
Minor Development Permit Exemption Letter	\$325.00	

Sign Permits		
Application for new sign(s) in accordance with the Sign Bylaw 7532 and that can be reviewed and issued by staff without a Minor Development Permit	\$132.00	for the first sign
Each additional sign	\$82.00	
Application to amend an issued sign permit	\$66.00	for the first sign
Each additional sign	\$36.00	
Minor Development Permit for a sign or sign package where the sign(s) is/are not in accordance with either the Sign Bylaw 7532 or the approved Development Permit	\$575.00	per site
Development Permit – Major (some applications may require more than one Development Permit application and fee)		
Form and Character:		
Form and character for multi-family, commercial or industrial developments;	\$4,010.00	
DP for new telecommunications facilities involving new tower		
Profiling Fee (formerly Scanning Fee)	\$275.00	
Total	\$4,285.00	
Multi family where no rezoning – base fee plus	\$40.00	per residential unit
Environmental or Hazardous Conditions:		
Single Family: (For single family (RS) zoned properties involving more than one Development Permit, where new development is occurring, the fee for all the Development Permits shall be the fee of the highest value Development Permit plus \$115 for each additional Development Permit type)		
Protection of the Natural Environment DPA	\$117.00	per parcel for renovations on the existing parcel
	\$570.00	per new single family dwelling or per new single family parcel in a proposed subdivision

Streamside Protection DPA – Single Family	\$117.00	per parcel for renovations on the existing parcel
	\$570.00	per new single family dwelling or per new single family parcel in a proposed subdivision
In stream restoration or habitat enhancements	\$0.00	
Wildfire Hazards DPA:	\$280.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Creek Hazards DPA:	\$117.00	per parcel for renovations on the existing parcel
	\$570.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Slope Hazards:	\$117.00	per parcel for renovations on the existing parcel
	\$570.00	per new single family dwelling or per new single family parcel in a proposed subdivision
Profiling Fee (formerly Scanning Fee)	\$60.00	
Development Permit Exemption Letter	\$50.00	

Other than single family:		
Environmental, or Hazardous Conditions	\$645.00	per 10,000 sq.ft. (929 m ²) of affected site area with a minimum fee of \$645
Profiling Fee (formerly Scanning Fee)	\$275.00	
Development Permit Exemption Letter	\$50.00	
Development Variance Permit		
Single Family:		
For three variances or less	\$655.00	
Profiling Fee (formerly Scanning Fee)	<u>\$35.00</u>	
Total	\$690.00	
For four variances or more	\$965.00	
Profiling Fee (formerly Scanning Fee)	<u>\$35.00</u>	
Total	\$1,000.00	
Other than Single Family:	\$1,295.00	
Profiling Fee (formerly Scanning Fee)	<u>\$275.00</u>	
Total	\$1,570.00	
Temporary Use Permit	\$1,295.00	
Profiling Fee (formerly Scanning Fee)	<u>\$275.00</u>	
Total	\$1,570.00	
Subdivision		
Subdivisions creating new lots	\$1,500.00	base fee (includes parent parcels)
Fee per new lot created	\$500.00	per additional lot
Profiling Fee (formerly Scanning Fee)	\$275.00	
Strata-titling of currently occupied buildings	\$3,220.00	
Consolidation or lot-line adjustment	\$1,095.00	
Subdivision creating an air space parcel	\$4,500.00	Plus \$1,500 for each additional parcel
Profiling Fee (formerly Scanning Fee)	\$275.00	
Subdivision Conditions Letter extension	\$500.00	
Signing Fee (payable with submission of subdivision plans for final approval)	\$1,000.00	

Resubmissions		
This fee may be levied for additional reviews of building, landscape, engineering, survey or tree plans.		
Per resubmission	\$525.00	
Development Site Access		
This fee is levied when District crews attend a development site to perform works (e.g. capping/stalling water/sewer/other works) but are forced to reschedule works due to inadequate side access and preparation (e.g. obstructions/missing survey pins) per s. 13.0 of the Development Servicing Bylaw 8145:		
1st attendance	\$1,020.00	
2nd attendance	\$1,530.00	
3rd attendance	\$2,040.00	
Amendments		
Amendments to approved applications, where the amendment will require staff review and/or a public notification process, including:		
Applications to amend Subdivisions or Development Variance Permits; and Applications to amend existing restrictive covenants or other legal documents	\$660.00	
Liquor Related Applications		
Special Occasion Licences:		
Temporary change to a liquor licence	\$116.00	
Private function (not open to the public and no more than 100 people in attendance)	\$32.00	
Public function (including not for profit events that are open to the public)	\$116.00	
Permanent Liquor Licences:		
Applications for a new liquor licence or an amendment to an existing licence	\$2,000.00	
Public Notification Fee	\$1,750.00	
Legal Documents		
Site Specific Legal Documentation:		
Fees for legal documents will be based on the costs associated with their preparation. When possible, standardized documents will be used.		charged at actual cost
Standard Development Servicing Agreement	\$725.00	
Renewal of Standard Development Servicing Agreement	\$725.00	
Special Services		
Extraordinary Work: including municipal survey work, mediation work, or extraordinary public meetings.		charged at actual cost
Custom Research: Requests for detailed research of one or more properties.	\$150.00	per hour

Confirmation Letters: Requests for letters confirming the land use designation in the Official Community Plan or the Zoning of a particular site are requested but where no additional research is required.	\$77.00	
Refund of Fees		
The refundable portion of a fee prescribed in the Development Applications section of Schedule B will be returned to the applicant in the following circumstances:		
a) if an application is withdrawn by the applicant or rejected by Council before either a public hearing or public meeting date is established or public notification is given, but not if the public hearing is waived; or		
b) if an application is approved by Council without the convening of a public hearing or public meeting or undertaking public notification.		
Development Conducted without a Permit		
If any development for which a permit is required by the District of North Vancouver Development Procedures Bylaw 8144 is commenced without a permit, the applicant for the proposed development must pay double the fee prescribed in this bylaw.		

Administration Fees For Development Servicing		
An administration fee required in connection with all administrative costs incurred by the District in connection with the " <i>Works</i> " as defined in the Development Servicing Bylaw.	5.1%	up to and including \$100,000
	4.1%	on amount in excess of \$100,000
Design revision fee required in connection with incomplete design drawing submissions for review costs incurred by the District - Minimum charge 1 hour	\$93.00	per hour
Administration fee required in connection with all administrative costs incurred by the District in connection with a crane swing agreement.	\$1,020.00	
Administration fee required in connection with all administrative costs incurred by the District in connection with an underpinning agreement.	\$1,020.00	

Permits Pursuant to the Environmental Protection and Preservation Bylaw		
Aquatic Area Permit	\$345.00	
Pesticide Permit	\$50.00	
Soil Permit:		
Single Family Residential	\$200.00	
Industrial, Commercial, Multi-family	\$400.00	
Site Profile - for a Site Profile as specified on Schedule 1 of the Waste Management Act – Contaminated Sites Regulation	\$121.00	

Re-Inspection Fee:		
Where it has been determined by the Environmental Protection Officer (EPO) that a site undertaking work governed by a permit issued pursuant to the Environmental Protection and Preservation Bylaw 6515 has not satisfactorily completed the work after the second inspection by the EPO then the following table of Inspection fees shall apply:		
First inspection to determine final compliance with EPPB Permit conditions; or EPO has to respond to a site regarding ineffective erosion control or other environmental damage complaint	\$0.00	
Second inspection to determine if deficiencies on first inspection have been corrected	\$0.00	
Third and all subsequent inspection(s) to determine if deficiencies on previous inspection(s) have been corrected	\$121.40	
Inspection Procedure:		
The Environmental Protection Officer shall record all inspection records on an inspection sheet to be left with the operator in charge of the site and a copy to be filed with the Environment Department. The Environmental Protection Officer shall determine if an inspection fee is to be charged based on two previous inspections to the same site. Any requests for a third or any additional inspections shall be made through the Environment Department. Third and subsequent inspections shall not be conducted until the inspection fee has been received.		
Works Conducted Without a Permit:		
If any works for which a permit is required by the Environmental Protection and Preservation Bylaw 6515 are commenced without a permit issued by the General Manager of Planning, Permits and Properties Division, the permit applicant for the proposed works shall pay double the fee prescribed as set out in the Fee section of this Bylaw.		
Preliminary Site Review:		
Environmental Requirements - A preliminary plan review and/or site inspection including required liaison with other jurisdictions. The service includes an analysis of a proposed development, building, or structure for compliance with the Environmental Protection and Preservation Bylaw 6515 and/or other requirements as related to stream or waterfront setbacks.	\$142.80	

Tree Permits Pursuant to the Tree Protection Bylaw		
For tree(s) meeting the criteria outlined in Section 14(a) in the Tree Protection Bylaw:		
To prune protected tree(s) or large-diameter tree(s)	\$77.50	
For each protected tree or large-diameter tree to be removed up to and including four trees	\$77.50	
For the removal of five or more protected trees or large-diameter trees	\$366.20	

For development involving the removal of ten or more protected trees or large-diameter trees on a parcel greater than 1 hectare	\$1,897.20	
Inspection and Re-inspection Fees:		
The following fees shall apply for inspections undertaken to determine whether or not to release a security deposit held under the Tree Protection Bylaw:		
First inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order to Comply, copy of which shall be left at the site.	\$0.00	
Second Inspection - To determine final compliance with tree permit conditions. Deficiencies are noted on an Environmental Inspection Report and/or an Order To Comply, a copy of which shall be left at the site.	\$0.00	
Third Inspection - After expiration of an Order to Comply given on the second inspection, the third and all subsequent inspections will be undertaken to determine if deficiencies noted on previous inspections have been corrected. Deficiencies are noted on an Order to Comply left at the site.	\$121.40	
Where it has been determined that work or development permitted pursuant to the Tree Protection Bylaw 7671 has not been satisfactorily completed, the following fees shall apply with respect to inspections:		
Inspection relating to tree protection barrier, retained tree or replacement tree	\$121.40	
Inspection to determine compliance with tree permit or bylaw	\$121.40	
The environmental compensation fee payable pursuant to section 15(b) of the Tree Protection Bylaw 7671	\$561.00	
Installation of Street Tree(s)	\$734.40	

Amended by: 7365 7516 7581 7632 7691 7740 7794 7814 7871 7911 7917 7960 8020 8037
8088 8143 8200 8228 8218

Schedule C

PARKS AND RECREATION FEES

Cates Park Boat Launch		
Annual Pass – non-resident	\$258.57	
Annual Pass - resident	\$169.05	
Daily Launch	\$20.00	

Gallant Wharf – Prepaid Moorage Rates/Foot		
Winter		
Monthly	\$8.19	
3 Months	\$23.05	
6 Months	\$41.71	
Summer		
Monthly	\$10.95	
3 Months	\$30.76	
6 Months	\$54.76	

Gallant Wharf Ticket Machine Rates		
Rate (Up to 16 ft.)		
2 hour	\$3.62	
6 hour	\$11.76	
12 hour	\$23.71	
Rate (Over 16 ft. up to 20 ft.)		
2 hour	\$4.62	
6 hour	\$13.67	
12 hour	\$27.43	
Rate (Over 20 ft. up to 24 ft.)		
2 hour	\$5.14	
6 hour	\$15.38	
12 hour	\$30.76	
Rate (Over 24 ft. up to 28 ft.)		
2 hour	\$5.57	
6 hour	\$17.14	
12 hour	\$34.19	
Rate (Over 28 ft. up to 32 ft.)		
2 hour	\$6.38	
6 hour	\$18.86	
12 hour	\$37.67	

Rate (Over 32 ft. up to 36 ft.)		
2 hour	\$6.90	
6 hour	\$20.52	
12 hour	\$41.14	

Picnic Events		
Covered Shelter 100+ people – 4 hours	\$121.90	
Covered Shelter 60 people – 4 hours	\$96.67	
Covered Shelter 40 people or less – 4 hours	\$70.48	

Lynn Canyon Park		
Buses 24 seats and under	\$27.40	for two hours
Buses 25 seats and over	\$47.20	for two hours
Annual Bus Pass - (24 seats and under)	\$927.30	per bus per year
Annual Bus Pass - (25 seats and over)	\$1,272.00	per bus per year

Ecology Centre		
Eco-Quest, Forest Quest Activity (Individual)	\$2.50	
Individual Programs	\$8.75	
Children's Mini-Camps	\$68.00	
Birthday Parties 10 students (price per group)	\$138.00	
Groups:		
Students age 3 to 12 (12 students or less)	\$73.00	
Students age 3 to 12 (13 to 30 students)	\$131.00	
Students age 13 to adult (12 students or less)	\$85.00	
Students age 13 to adult (13 to 30 students)	\$161.00	

Maplewood Farm		
Adult	\$8.10	
Child/Senior	\$4.90	
Peak Period (Adult)	\$9.43	
Peak Period (Child)	\$6.10	
Special Events (Adult)	\$9.43	
Special Events (Child)	\$6.10	
Annual Family Membership	\$136.10	
Behind the Scenes General	\$26.10	
Behind the Scenes Member	\$13.67	
Pony Ride	\$103.48	per hour

Prepayment Plan:		
Group size 0-8	\$134.76	
Group size 9-15	\$269.14	
Group size 16-25	\$403.71	
Group size 26-50	\$807.38	
Group size 51-75	\$1,076.48	
Group size 76-100	\$1,345.67	
Birthday Party Packages:		
Basic Room Rental	\$55.40	per hour
Themed Party Packages:		
Bronze Package	\$138.50	
Silver Package	\$221.60	
Gold Package	\$310.20	
Platinum Package	\$448.70	

Amended by: 7296 7365 7433 7516 7581 7632 7691 7740 7814 7871 7917 7960 8020 8088
8143 8200

Schedule D

PROTECTIVE SERVICES FEES

Fire Services Fees Pursuant to Fire Services Bylaw		
Information requests	\$172.30	per civic address or request
Fire Safety Plan:		
Initial review for new Fire Safety Plans	\$172.30	per hour or portion thereof, minimum one hour charge
Second review for new Fire Safety Plans	\$258.50	per hour or portion thereof, minimum one hour charge
Third and subsequent review for new Fire Safety Plans	\$344.60	per hour or portion thereof, minimum one hour charge
Annual review of existing Fire Safety Plans	\$57.10	
Charge to developer for DNV to develop a Pre-Fire Plan	\$851.00	
Review Pre-Fire Plans	\$172.30	per hour, minimum one hour charge
Charge for Pre-Fire Plans not submitted in format acceptable to DNV	\$344.60	
Permit Fees:		
The fees hereinafter specified must be paid to the District by all applicants for any Permit required by the Fire Bylaw 7481, or under the Fire Code adopted by the Fire Bylaw 7481, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said Permit is required:		
For any installation of gasoline tanks, oil tanks, diesel tanks and dispensing pumps:		
2,300 L (500 I.G.)	\$16.10	
2,301-4,600 L (501-1,000 I.G.)	\$21.50	
4,601-23,000 L (1,001-5,000 I.G.)	\$33.40	
23,001-46,000 L (5,001-10,000 I.G.)	\$44.10	
46,001-115,000 L (10,001-25,000 I.G.)	\$65.70	
115,001-230,000 L (25,001-50,000 I.G.)	\$109.90	
230,001-460,000 L (50,001-100,000 I.G.)	\$164.80	
460,001-920,000 L (100,001-200,000 I.G.)	\$219.70	
920,001-2,300,000 L (200,001-500,000 I.G.)	\$274.70	
Each dispensing pump	\$10.80	
Inspections and installation of domestic and commercial oil burners:		
Each domestic installation	\$5.40	
Each commercial installation	\$10.80	

North Vancouver RCMP Services		
Criminal Record Check	\$58.70	
Criminal Record Check – Volunteers – Local Residents	\$0.00	
Police Certificate (Including prints if required)	\$57.50	
Fingerprints Taken (up to 2 sets – additional sets @ \$10 each)	\$58.70	
Local Police Records Checks	\$57.50	
Name Change Applications	\$57.50	
Taxi Permit Application/Annual Review	\$58.70	
Taxi-Biennial (2yr) Permit	\$115.00	
Taxi Permit (lost/replacement fee)	\$28.75	
MV 6020 – Motor Vehicle Accident Report	\$57.50	
Preliminary Collision/Traffic Analyst Report	\$90.00	
Full Collision/Traffic Analyst Report	\$600.00	
Field Drawing Reproduction	\$40.00	in addition to cost
Measurements	\$207.00	
Crash Data Retrieval Report	\$180.00	
Mechanical Inspection Report	\$57.50	in addition to cost
Police Reports	\$57.50	
Passport Letters	\$57.50	
Insurance Claim Letter	\$57.50	
Court Ordered File Disclosure (in addition to copying charge)	\$57.50	
Photographs (each – 4 x 6)	\$4.00	
Video Reproduction:		
First hour	\$70.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$16.00	
Audio Reproduction:		
First hour	\$70.00	
Per hour after first hour	\$26.00	
Cost of CD/DVD	\$5.10	
Forensic Video Analysis – Cost per hour	\$200.00	per hour
File Research – Cost per hour	\$50.00	per hour
Visa Application	\$57.50	
Security Licencing	\$90.00	
Photocopying charge per page	\$0.75	per page
Shipping Charge	\$5.00	in addition to cost
CD of Photographs	\$40.00	

Amended by: 7426 7434 7446 7581 7740 7814 7871 7917 7960 8020 8088 8134 8143 8200

Schedule E

LICENSING AND FILM FEES

Filming		
Signature Park Fee (Full Day) – Cates Park, Lynn Canyon Park, Panorama Park	\$1,500.00	per day
Signature Park Fee (Half Day) – Cates Park, Lynn Canyon Park, Panorama Park	\$950.00	per half day, maximum 12 hrs
Signature Park Fee – Prep/Wrap – Cates Park, Lynn Canyon Park, Panorama Park	\$750.00	per day
Large Park Fee (Full Day) – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	\$950.00	per day
Large Park Fee (Half Day) – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	\$650.00	per half day, maximum 12 hrs
Large Park Fee – Prep/Wrap – Inter River Park, Bridgman Park, Princess Park, Murdo Frazer Park	\$475.00	per day
Neighbourhood Park Fee (Full Day)	\$440.00	per day
Neighbourhood Park Fee (Half Day)	\$335.00	per half day, maximum 12 hrs
Neighbourhood Park Fee – Prep/Wrap	\$220.00	per day
Commercial Media Usage Per Film Day - Still Photography, Reality TV, Corporate, Gaming, Lifestyle segments	\$300.00	per day
Film Liaison Fee	\$69.00	per hour
RCMP Services – Corporal	\$119.00	per hour
RCMP Services – Sergeant	\$146.00	per hour
Fire Services – Fire Officer	\$168.00	per hour
Fire Services – Firefighter	\$138.00	per hour
Fire Services – Vehicle	\$160.00	per hour
Fire Hydrant Usage	\$77.00	per day
Location Permit Fee	\$245.00	per location
Street filming user fee	\$165.00	
Parking – District streets	\$61.00	per 100 ft. per day
Parking lot only – Park or District property	\$275.00	per lot
Signage – new and replacement	\$16.00	per sign
Signage – Modify existing	\$5.50	per sign
Signage – Labour	\$55.00	per hour

District land/property fee – Old Delbrook, District Hall, Operations Centre, Libraries, Recreation Centres, Murdo Frazer Cabin, Museum and Archives, Fire Halls, Gallant Wharf, Northlands Golf Course	\$1,500-\$5,000	per day/per square foot usage
District land/property fee – Prep/Wrap – Old Delbrook, District Hall, Operations Centre, Libraries, Recreation Centres, Murdo Frazer Cabin, Museum and Archives, Fire Halls, Gallant Wharf, Northlands Golf Course	\$750-\$2,500	per day/per square foot usage

Animal Control and Welfare Licences		
Spayed or neutered dog	\$30.00	annual fee
Not spayed or neutered dog	\$73.00	annual fee
Not spayed or neutered dog 3 to 6 months of age	\$30.00	annual fee
Spayed or neutered aggressive dog	\$87.00	annual fee
Fee increase – On or after February 1, in the current year, the annual fees contained in this table are increased by	\$10.00	
Fee reduction - On or after September 1, in the current year, the annual fees contained in this table shall be reduced by 50 percent where an owner provides satisfactory proof to the Collector that:		
the owner only established residency in the District of North Vancouver within 30 days of the application date; or,		
the dog, for which the licence is sought, was acquired by the owner within 30 days of the application date.		
Replacement licence	\$5.50	

Impound and Maintenance		
First Impoundment:		
Licensed Dog	\$104.40	
Unlicensed Dog	\$172.30	
Second Impoundment within 365 days:		
Licensed Dog	\$296.20	
Unlicensed Dog	\$296.20	

Subsequent Impoundment within 365 days:		
Licenced Dog	\$549.40	
Unlicenced Dog	\$549.40	
Maintenance	\$27.90	per day
Additional Impound Fees for Aggressive Dogs (licenced or unlicenced) (These fees are in addition to the impound and maintenance fees set out above):		
First Impoundment	\$225.10	
Subsequent Impoundment	\$807.80	
Surrender Fees:		
Spayed or Neutered Dog (requires proof of spayed/ or neuter):		
With Medical Records	\$91.60	
Without Medical Records	\$115.20	
Not Spayed or Neutered Dog:		
With Medical Records	\$237.00	
Without Medical Records	\$237.00	
Spayed or Neutered Cat:		
With Medical Records	\$59.20	
Without Medical Records	\$87.90	
Not Spayed or Neutered Cat:		
With Medical Records	\$167.00	
Without Medical Records	\$191.80	
Additional Fee for a Non-Resident of the District	\$339.30	

Adoption		
Canines six months of age or older	\$226.10	
Canines up to six months of age	\$344.70	
Felines six months of age or older	\$145.50	
Felines up to six months of age	\$199.20	

Annual Park Use Permit		
Commercial Dog Walking Business - Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$603.20	
2	\$723.80	
3	\$849.90	
4	\$969.40	
Commercial Dog Walking Business - Not Located in the District of North Vancouver		
Number of Commercial Dog Walkers:		
1	\$894.00	
2	\$1,014.60	

3	\$1,146.10	
4	\$1,272.10	
Annual Commercial Dog Walker Permit Fees:		
Annual Permit Fee	\$64.60	
Replacement Permit Fee (for name change)	\$32.80	

Horsekeeping Permit		
Impounding, transportation and maintenance		recovery of full cost
Horse Permit Application Fee (non-refundable)	\$129.20	

Domestic Hens		
Impound Fee	\$25.00	
Permit application fee	\$50.00	
Annual permit fee	\$50.00	

Fees For Business Licences	
Schedule of Licence Fees A	
Every person carrying on, maintaining, owning or operating within the municipality any business, trade, occupation, calling, undertaking or thing classified and set forth below shall pay to the municipality the amount of the licence fee set opposite to the business, trade, occupation, calling, undertaking or thing carried on, maintained, owned or operated by such person. The definitions in the Business Licence Bylaw 4567 apply to this bylaw.	
Unless otherwise indicated the licence fee is for a twelve-month period - January 1st to December 31st.	
Group 1 Miscellaneous	
Aquaculture	Environmental Technologist
Advertising Agent	Funeral Parlour
Agent or Canvasser	Golf Driving Range/ Golf Course
Auctioneer	Health Spa
Banquet Hall	Ice Rink
Bill Poster and Sign Company	Junk Yard
Book Agent	Publishing
Broker	Roller Rink
Crematorium	Ski/Chairlift/Tram
Dance Hall	Stevedoring
Employment Agency	Tennis/Racquet Clubs

Licence Fee:		
One or two persons engaged in the business	\$299.40	
Three to five persons engaged in the business	\$440.10	
Six to ten persons engaged in the business	\$595.00	
Eleven to twenty persons engaged in the business	\$735.80	
Each additional ten persons engaged in the business	\$230.50	
Maximum	\$4,666.30	
Group 2 Financing and Various		
Banks	Mail Order	
Financing Agent	Money Lenders	
Guarantee or Bonding Company	Pawn Brokers	
Investment Company		
Licence Fee:		
One to twenty-five persons engaged in the business	\$1,462.30	
Twenty-six to fifty persons engaged in the business	\$2,070.00	
Fifty-one to one hundred persons engaged in the business	\$2,647.50	
Each additional ten persons engaged in the business	\$299.40	
Maximum	\$4,666.30	
Group 3 Professional Services		
Accountant	Physiotherapist	
Architect	Podiatrist	
Barrister	Psychiatrist	
Chiropractor	Psychologist	
Dental Technician	Radiologist	
Dentist/Dental Surgeon	Registered Massage Therapist	
Engineer	Solicitor	
Lawyer	Surgeon	
Medical Practitioner or Specialist	Surveyor	
Notary Public	Veterinary Services	
Optometrist	Professional Services	
Orthodontist	Unclassified	
Physician		
Licence Fee:		
One or two persons engaged in the business	\$299.40	
Three to five persons engaged in the business	\$834.80	
Six to ten persons engaged in the business	\$1,630.00	
Eleven to twenty persons engaged in the business	\$2,967.80	
Each additional ten persons engaged in the business	\$1,419.30	
Maximum	\$4,666.30	

Group 4 Social Escort Services		
Licence Fee	\$4,666.30	
Group 5 Licenced Beverage Establishments		
Liquor Primary Establishment:		
For the first ten seats	\$820.90	
For each additional ten seats or any portion thereof	\$95.50	
To a maximum of	\$4,666.30	
Food Primary Establishment:		
For the first ten seats	\$408.70	
For each additional ten seats or any portion thereof	\$29.20	
To a maximum of	\$4,666.30	

Schedule of Licence Fees B		
Group 1 Areas		
Rental Properties:		
0 to 90 square metres	\$37.20	
Each additional 90 square metres or portion thereof	\$37.20	
Maximum	\$4,666.30	
Storage Areas:		
0 to 1,860 square metres of ground space	\$438.90	
1,861 to 4,650 square metres of ground space	\$1,030.40	
4,651 to 7,440 square metres of ground space	\$1,561.30	
7,441 to 10,230 square metres of ground space	\$2,084.10	
10,231 to 13,020 square metres of ground space	\$2,609.30	
13,021 to 15,810 square metres of ground space	\$3,155.20	
15,811 to 18,600 square metres of ground space	\$4,666.30	
Each additional 2,790 square metres of ground space or portion thereof	\$362.10	
Maximum	\$4,666.30	
Warehousing:		
0 to 930 square metres of floor space	\$648.50	
931 to 2,790 square metres of floor space	\$1,350.60	
2,791 to 4,650 square metres of floor space	\$2,070.00	
4,651 to 6,510 square metres of floor space	\$2,768.50	
6,511 to 8,370 square metres of floor space	\$3,470.70	
8,371 to 10,230 square metres of floor space	\$4,191.30	
10,231 to 12,090 square metres of floor space	\$4,657.00	
Each additional 1,860 square metres of floor space or portion thereof	\$578.60	
Maximum	\$4,666.30	

Group 2 Units		
Licence Fee:		
Apartment	\$26.80	each space
Automobile Parking Lot	\$5.90	each space
Bed and Breakfast	\$79.20	each room
Billiard/Pool Hall	\$58.10	each table
Boarding House	\$14.00	each room
Bowling Alley	\$58.10	each alley
Coin Operated Coat Hanger Stands	\$30.30	each stand
Coin Operated Laundromat/Dry-Clean	\$17.40	each machine
Curling Rink	\$58.10	each sheet
Dormitory	\$14.00	each room
Hotel/Rooming House	\$14.00	each room
Mobile Canteen	\$230.50	each unit
Motel	\$26.80	each unit
Marina:		
Up to 50 leased spaces	\$147.90	
51 to 100 leased spaces	\$229.40	
101 to 200 leased spaces	\$386.50	
201 to 300 leased spaces	\$522.90	
301 to 400 leased spaces	\$683.40	
401 to 500 leased spaces	\$824.30	
501 to 600 leased spaces	\$962.90	
601 to 700 leased spaces	\$1,122.30	
701 to 800 leased spaces	\$1,260.90	
801 to 900 leased spaces	\$1,418.00	
901 to 1,000 leased spaces	\$1,555.40	
Post Box Rental Agency	\$1.20	each post box
Theatre	\$1.20	each seat
Theatre - Drive-in	\$1.20	each stall
Vending Machine Fee:		
Group 1 - no coin to operate	\$68.70	for each machine
Group 2 - \$0.06 to \$0.25 to operate	\$37.20	for each machine
Group 3 - \$0.26 to \$0.99 to operate	\$74.60	for each machine
Group 4 - \$1.00 or more to operate	\$106.00	for each machine
Group 5 - music systems	\$106.00	for each machine
Group 6 - amusement machines	\$243.50	for each machine

Maximum	\$4,666.30	
Group 3 Itinerants		
Licence Fee:		
Carnival	\$132.80	for each day
Circus	\$132.80	for each day
Concert Hall	\$68.70	for each day
Dog or Cat Show	\$25.70	for each day
Exhibition	\$68.70	for each day
Horse or Pony Show	\$39.70	for each day
Musical Attraction	\$68.70	for each day
Promoter of Entertainment	\$132.80	for each day
Promoter of Sporting Event	\$266.60	for each day
Theatrical Show (when held in other than a duly licenced theatre)	\$15.20	for each day
Other form of itinerant show, entertainment, amusement or exhibition	\$68.70	for each day
Solicitation for Charity	\$5.90	for each day
Film Production (Non-Resident Business)	\$28.10	annually

Schedule of Licence Fees C		
Group 1 Contractors		
Acoustical	Intercommunications	
Air Conditioning	Lawn Irrigation	
Alarm Systems	Land Clearing	
Arborite (Counter Tops)	Landscape/Gardening	
Blacktopping	Land Surveyors	
Blasting	Locksmith	
Brickwork/Masonry	Logging	
Building	Machine Shop	
Bulldozing	Marble	
Cabinets and Vanities	Millwork	
Caulking	Overhead Doors	
Ceramic Tile	Painting	
Cement Finishing	Paving	
Concrete	Plastering/Stucco	
Crane Service	Power Sweeping	
Cutting and Coring	Plumbing	
Demolition	Refrigeration	
Disposal Service	Road Marking	
Ditching	Roofing	
Door Sales/Installation	Sandblasting	

Draft Sealing	Sanitary
Drainage	Sash and Door
Drilling	Siding
Drywall	Sign Painter
Electrical	Sprinkler
Electronics	Structural/Reinforcing Steel
Elevator/Skip Hoist	Tree Service
Excavating/Backfill	Upholstery
Fencing	Ventilation
Finish Carpentry	Waterproofing
Flooring	Weatherproofing
Framing	Welding
General Contractor	Window Sales/Installation
Glazing	Wrecking
Hauling	Wrought Iron
Insulation	
Licence Fee:	
One or two persons engaged in the business	\$146.70
Three to five persons engaged in the business	\$297.90
Six to ten persons engaged in the business	\$440.10
Eleven to twenty persons engaged in the business	\$735.80
Each additional ten persons engaged in the business	\$297.90
Maximum	\$4,666.30
Group 2 Services	
Accounting Services	Insurance Agency
Appraisal Services	Interior Decorator
Auditing Services	Junk Pick-Up Services
Audio/Video Production	Manufacturer's Agent
Auto Accessories Sales/Installations	Marine Service
Auto Marine Towing	Marine Service Station
Automobile Body Repair Shop	Marketing
Automobile Reconditioning/Polishing	Mobile Hairdressing
Automobile Service (Mobile)	Office Equipment Services
Automobile Services Garage	Pedlars/Hawkers/Hucksters
Automobile Service Station	Pest Control
Bookkeeper/Stenographer	Pet Services
Business Office	Photographer
Collection Agent	Property Management
Commercial Art	Real Estate Sales
Commercial/Industrial Sales	Recording Studio Representatives
Computer Services	Research Laboratory

Consulting Service	Restoration Services
Courier Service	Security Services
Disco Music Service	Swim School
Distributors	Tanning Studios
Dog-walking Business	Telephone Equipment Sales/Service
Drafting and Design Services	Tire Sales and Service
Driving School	Transfer/Express Company
Electro-plating/polishing	Vacuum Cleaner Sales/Services/Installation
Equipment rental	Vehicle Repair
Fuel Dealer	Vehicle Undercoating
Gold/Silversmiths	Vehicle/Boat Rental
Gym/Steam Baths	Weight Control Services
Importers/Exporters	Wheel Alignment
Instrument Sales/Service	Word Processing
Licence Fee:	
One or two persons engaged in the business	\$174.70
Three to five persons engaged in the business	\$315.60
Six to ten persons engaged in the business	\$471.60
Eleven to twenty persons engaged in the business	\$771.90
Each additional ten persons engaged in the business	\$315.60
Maximum	\$4,666.30
Group 3 General	
Appliance Repair	Music School
Boat Builders/Repairs	Nursing Home
Boat/Bus Charter	Oil Storage Depot
Boiler Sales/Service	Outboard Motors Sales/Service
Booming Ground	Piano Tuning/Repairs
Business College or Trades School	Plating
Carpet Cleaners	Pressure Cleaning
Carpet Sales/Installation	Private Hospital
Caterer	Printer
Child Care Facilities	Processor
Chimney Sweep	Pumps Sales/Service/Installation
Dancing Academy	Public Stenographer
Dental Mechanic	Recycling
Dressmaker	Riding Academy
Equipment Sales/Service/Installation	Salvage
Film Production	Shipyard
Fire Extinguishers Sales/Service	Spray Services

Fireplace Sales/Installation	Storage Facility
Furniture Stripping/Finishing	Taxi Services
Gas, Oil, Installations	Teacher
General Household Repairs	Tool Makers
Grain Storage	Telephone Answering Service
Heavy Duty Equipment, Sales/Service	Tour/Guide Services
Hobby Beer and Wine Making Establishment	T.V./Radio Repairs/Service
Home Crafts	Towel/Uniform Service
Janitorial Service	Underwater Services
Machinery Sales/Service Installation	Vacuum Cleaner Service
Masseur	Venetian Blinds Sales/Service
Mechanical Repairs	Watch Repair
Milk and Delivery Sales	Wholesaler
Manufacturer	Wood Stove Sales/Installation
Licence Fee:	
One or two persons engaged in the business	\$146.70
Three to five persons engaged in the business	\$297.90
Six to ten persons engaged in the business	\$440.10
Eleven to twenty persons engaged in the business	\$735.80
Each additional ten persons engaged in the business	\$297.90
Maximum	\$4,666.30
Notwithstanding the number of persons engaged in a child care business, the fee payable shall not exceed \$146.70.	
Registered Society	
Adult Care Facilities (includes facility in a Single Family Residential Unit)	
Child Care Facilities (includes facility in a Single Family Residential Unit)	
Day Care	
Hospitals	
Schools	
Places of Religious Worship	
Business Office	
The fee for operators in this section is \$0.	

Schedule of Licence Fees D	
Group 1 Shops and Stores	
Aesthetician	Restaurant
Automobile Dealer	Retail Food Services
Barber	Retail Trader

Cleaner and Dryer	Recreation Vehicle Sales/Service
Hair Salon	Second-Hand Dealer
Laundry	Shoe Repair
Mobile Home Sales/Service	Tailor
Marine Sales and Chandlery	Travel Agent
Nail Salon	Truck/Trailer Sales/Service
Photographic Studio	Video Rentals/Sales
Licence Fee:	
First 70 square metres of sales, service, display and storage space or any portion thereof contained within the building	\$174.70
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, up to 900 square metres	\$107.10
Each additional 90 square metres of sales, service, display and storage space or any portion thereof contained within the building, in excess of 900 square metres	\$44.30
Each 90 square metres or portion thereof of outside ground storage area adjacent to the building	\$16.20
Maximum	\$4,666.30

Schedule of Licence Fees E

Group 1 Unclassified

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

One or two persons engaged in the business	\$146.70
Three to five persons engaged in the business	\$297.90
Six to ten persons engaged in the business	\$440.10
Eleven to twenty persons engaged in the business	\$735.80
Each additional ten persons engaged in the business	\$297.90
Maximum	\$4,666.30
Re-Inspection Fee	\$86.20

Schedule of Licence Fees F

There is no Schedule of Licence Fees F

Schedule of Licence Fees G

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

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

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

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

Licence Transfer Fees

Where any licence or licences is or are transferred, a fee equal to 20% of the total fee for such a licence or licences shall be charged except that the minimum fee for a transfer is \$49.00.

Amended by: 7365 7433 7632 7691 7740 7794 7814 7856 7871 7917 7960 8020 8035 8088
8143 8200 8224

Schedule F

TRANSPORTATION FEES

Permit		
Activities on Road Allowance due to adjacent Development and construction work relating to public or private utilities	\$119.00	+0.25/m ² /day
Storage of Waste Disposal Bins on Road Allowance	\$51.00	+\$15/week
Special Highway Use Permit fee:		
(i) First occurrence	\$1,500.00	per each 12 hours
(ii) Second occurrence	\$3,000.00	per each 12 hours
(iii) Third and any subsequent occurrences	\$5,000.00	per each 12 hours
Any other Construction on Road Allowance	\$66.00	per occurrence
Special Events, Filming and Community Signs	\$44.00	per occurrence
Highway Use Permit (block watch party)	\$0.00	
Highway Construction and Planting Permit	\$131.00	
Newspaper Box Permit	\$47.00	
Resident Parking Only Decal	\$28.10	

Signage		
Way-finding signage (design, manufacture and installation)	\$327.00	
Temporary no parking signage (minimum 2 signs):		
2 signs	\$100.00	
3 signs	\$150.00	
4 – 5 signs	\$200.00	
6 – 7 signs	\$250.00	
8 – 9 signs	\$300.00	
10 – 11 signs	\$350.00	
12 signs	\$400.00	
Each additional 4 signs	\$50.00	

Removal and Detention of Chattels and Obstructions		
The following fees, costs and expenses shall be paid by the owner of any chattel or obstruction removed, detained or impounded under this Bylaw:		
Removal of construction materials, furnishings, newspaper boxes, portable toilets, shopping carts, and other small items:		
Per person per hour	\$83.00	per hour
Per hour if excavating or lifting equipment required	\$143.00	
To Detain Per Day	\$11.00	per m ³


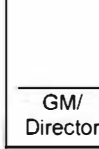

Removal of Industrial Waste Container, Construction Trailer, Portable Building and other large items:		
To Remove	\$1,206.00	
To Detain Per Day	\$83.00	

Traffic Signal Operation		
Staff for traffic operations after regular hours (M-F 8am to 4pm) when required for completion of works related to development and construction works related to private or public utilities	\$150.00	per hour (minimum 1.5 hours charge)

Amended by: 7794 7814 7856 7871 7917 7960 8020 8088 8099 8143 8200

THIS PAGE LEFT BLANK INTENTIONALLY

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>November 27, 2017</u>
<input type="checkbox"/> Other:	Date: _____

 Dept. Manager	 GM/ Director	 FOR CAO
---	--	--

The District of North Vancouver REPORT TO COUNCIL

November 16, 2017
File: 08.3060.20/050

AUTHOR: Linda Brick, Deputy Municipal Clerk

SUBJECT: **Bylaws 8215, 8216 and 8233: 1401-1479 Hunter Street & 481- 497 Mountain Highway**

RECOMMENDATION:

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

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

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

REASON FOR REPORT:

Bylaws 8215, 8216 and 8233 received First Reading on October 23, 2017. A Public Hearing for Bylaws 8215 and 8233 was held and closed on November 14, 2017.

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

Options:

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

Respectfully submitted,


Linda Brick
Deputy Municipal Clerk

SUBJECT: Bylaws 8215, 8216 and 8233: 1401-1479 Hunter Street & 481- 497 Mountain Highway

November 16, 2017

Page 2

Attachments:

- District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)
- Housing Agreement Bylaw 8216, 2016 (1401-1479 Hunter Street and 481- 497 Mountain Highway)
- Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)
- Public Hearing Minutes – November 14, 2017
- Staff Report dated October 12, 2017

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

The Corporation of the District of North Vancouver

Bylaw 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 m² (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 m² (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:

Location	Minimum Required Setback
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 October 23rd, 2017

PUBLIC HEARING held November 14th, 2017

READ a second time

READ a third time

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

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

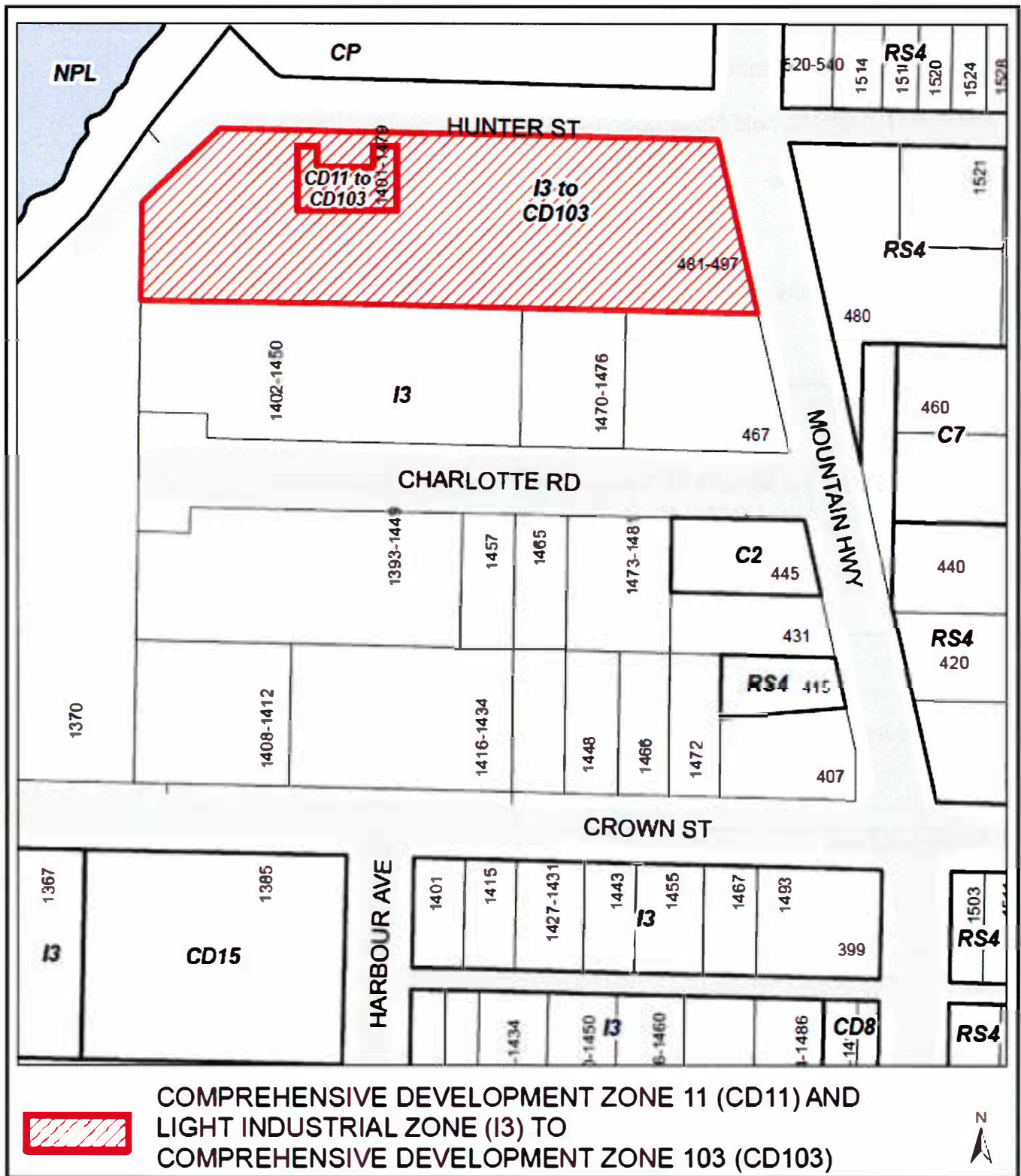
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8215



Schedule B to Bylaw 8215

PLAN SECTION PAGE 1 / 28

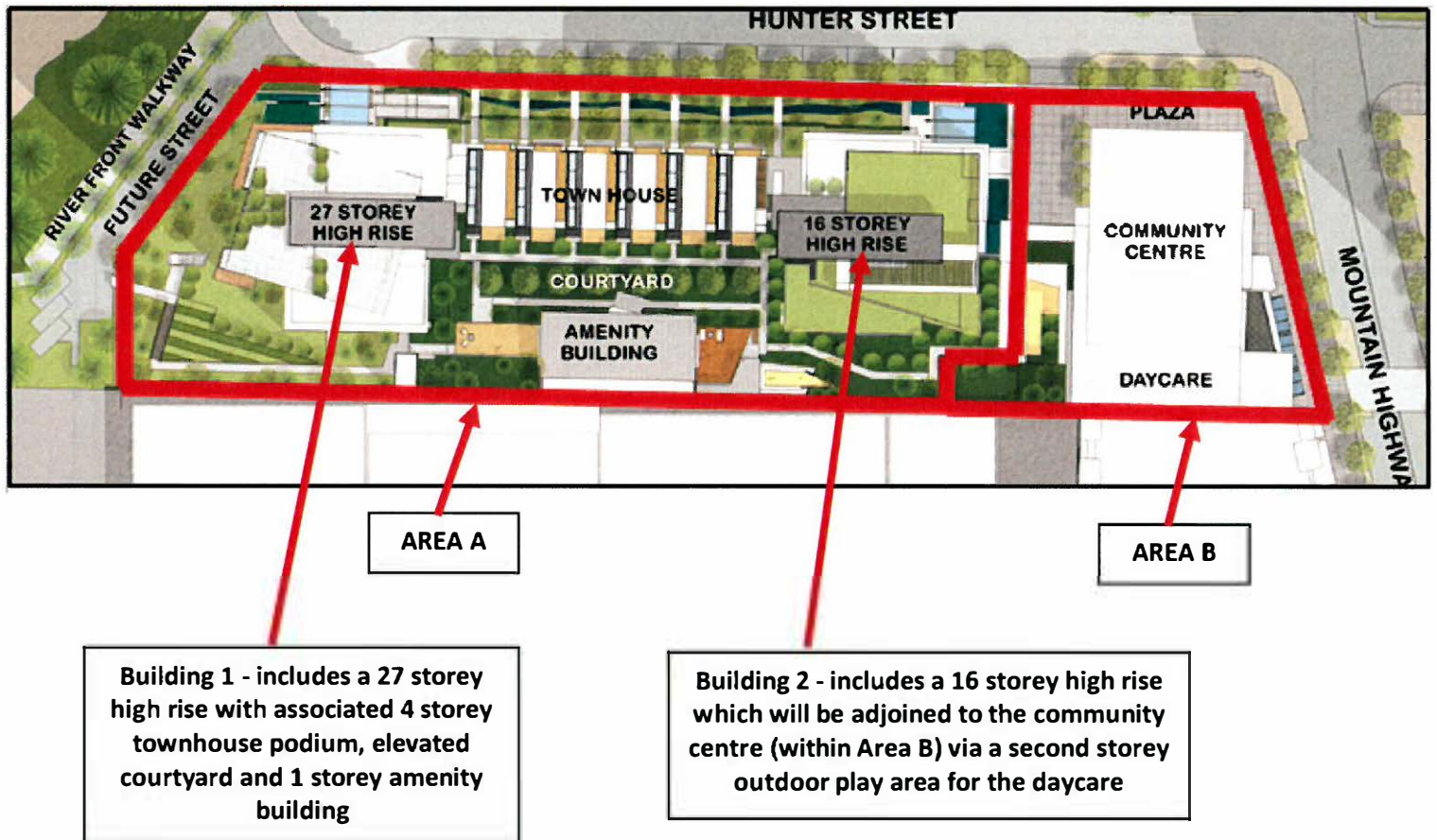


I - 3



BYLAWS 4754, 4781, 4974,
5180, 5253, 5323, 5494, 5950,
6262, 6336, 6397, 8183

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 October 23rd, 2017

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 October 23rd, 2017

PUBLIC HEARING held November 14th, 2017

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

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

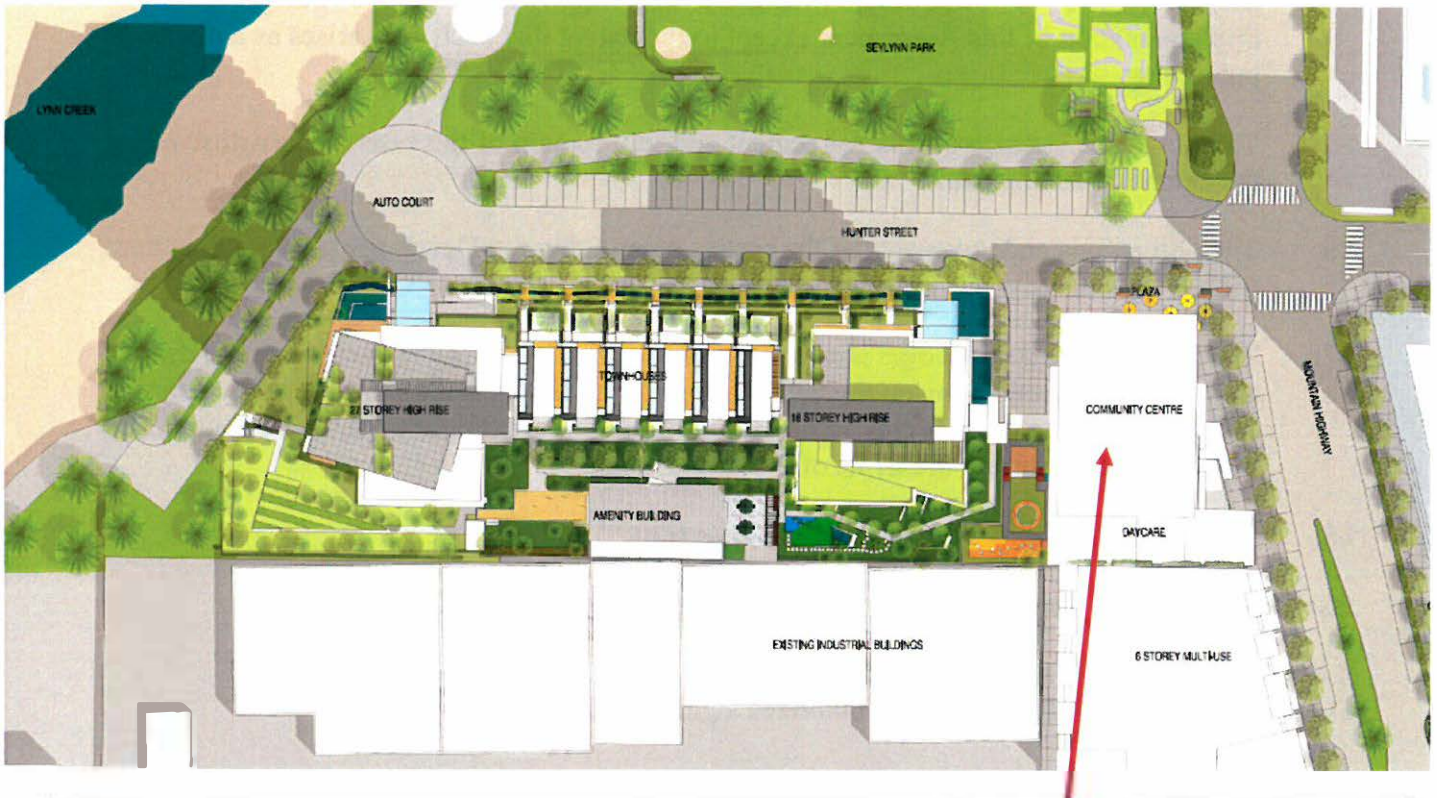
INTERGULF DEVELOPMENT (HUNTER 2) CORP.
by its authorized signatories:

Print Name:

Print Name:

SCHEDULE "A" TO PHASED DEVELOPMENT AGREEMENT

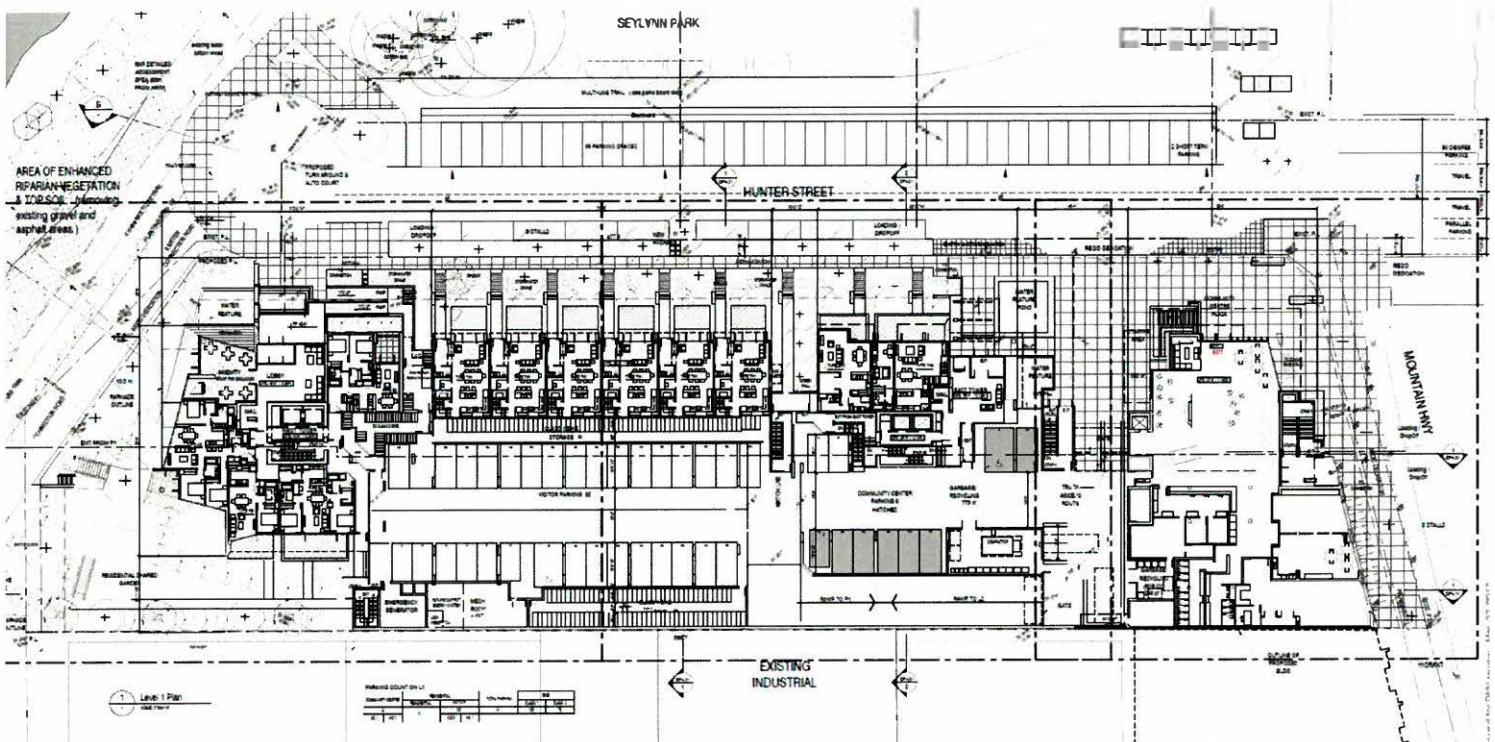
Sketch Plan showing location of Community Centre pursuant to the Master Development Plan



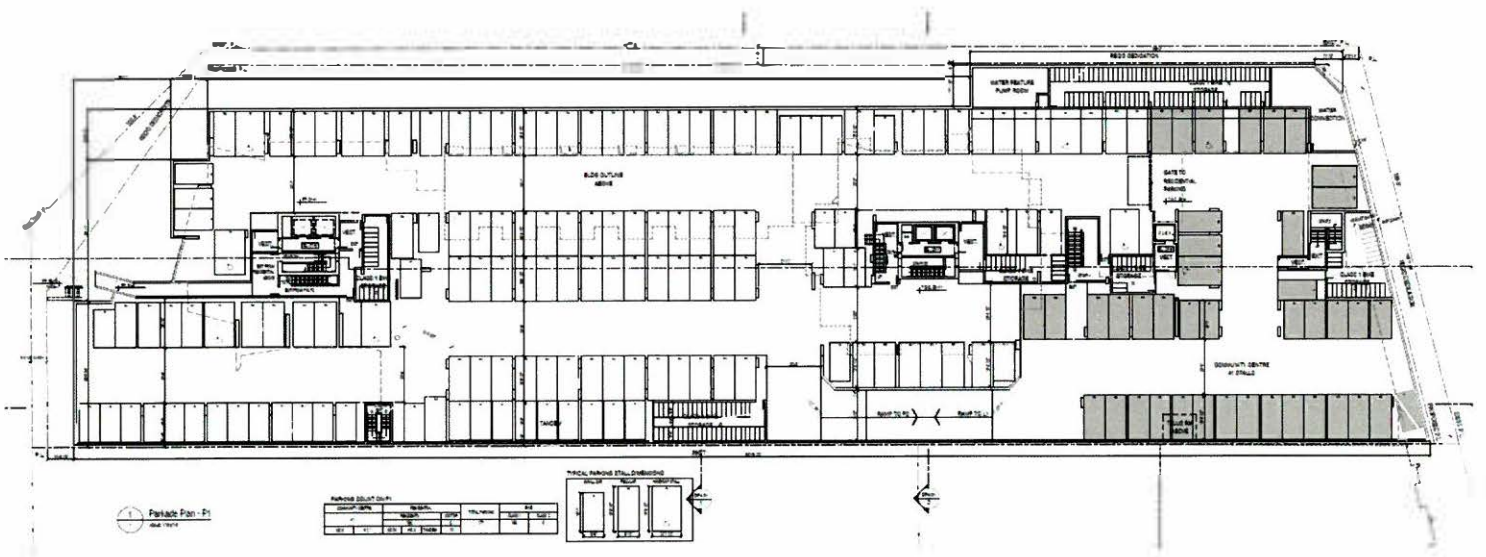
Location of Community Centre (southwest of corner of Mtn. Hwy. and Hunter Street intersection)

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

DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, November 14, 2017 commencing at 7:00 p.m.

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

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

Staff: Mr. D. Milburn, General Manager – Planning, Properties and Permits
Ms. J. Paton, Manager – Development Planning
Ms. L. Brick, Deputy Municipal Clerk
Ms. C. Archer, Confidential Council Clerk
Mr. K. Khoshons, Senior Project Engineer
Mr. E. Wilhelm, Development Planner

District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)

Purpose of Bylaw:

Bylaw 8215 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 103 (CD103) and rezone the subject site from Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11) to Comprehensive Development Zone 103 (CD103). The CD103 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping and parking.

Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)

Purpose of Bylaw:

Bylaw 8233 will authorize a phased development agreement associated with the proposed development.

The developer is Intergulf Development (Hunter 2) Corp. The phased development agreement stipulates that the development rights in CD103, including permitted uses, maximum densities and maximum heights (sections 4B103-2 to 4B103-17), may not be amended or repealed for 10 years. It is anticipated that the development will be built-out over the 10 year period during which time the phased development agreement requires the developer to provide the community amenities, which includes a community centre shell.

The developer is entitled to sell the property and assign its rights under the phased development agreement provided that the purchaser assumes all of the developers obligations, including the delivery of the community centre shell.

1. OPENING BY THE ACTING MAYOR

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

In Acting Mayor MacKay-Dunn's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed 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;
- Any additional presentations will only be allowed at the discretion of the Chair.
- The binder containing documents and submissions related to these bylaws is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

2. INTRODUCTION OF BYLAWS BY THE CLERK

Ms. Linda Brick, Deputy Municipal Clerk, introduced the proposed Bylaws, stating that Bylaw 8215 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 103 (CD103) and rezone the subject site from Light Industrial Zone (I3) and Comprehensive Development Zone 11 (CD11) to Comprehensive Development Zone 103 (CD103). The CD103 Zone addresses use, density, amenities, setbacks, site coverage, building height, acoustic requirements, landscaping and parking.

Bylaw 8233 will authorize a phased development agreement associated with the proposed development.

The developer is Intergulf Development (Hunter 2) Corp. The phased development agreement stipulates that the development rights in CD103, including permitted uses, maximum densities and maximum heights (sections 4B103-2 to 4B103-17), may not be amended or repealed for 10 years. It is anticipated that the development will be built-out over the 10 year period during which time the phased development agreement requires the developer to provide the community amenities, which includes a community centre shell.

The developer is entitled to sell the property and assign its rights under the phased development agreement provided that the purchaser assumes all of the developer's obligations, including the delivery of the community centre shell.

3. PRESENTATION BY STAFF

Mr. Erik Wilhelm, Development Planner, provided an overview of the proposal elaborating on the introduction by the Deputy Municipal Clerk.

Mr. Wilhelm advised that:

- The proposal is for a 326-unit residential development in two primary buildings at sixteen and twenty-seven storeys in height, with a four-storey townhouse building between, and an approximately 28,000 square foot civic community centre in the Lynn Creek Town Centre;
- The site is designated Commercial Residential Mixed Use Level 3 in the Official Community Plan (OCP), which allows a maximum floor space ratio (FSR) of 3.5;
- The proposal includes a housing agreement to prevent rental restrictions on the units;
- Seylynn Park is located to the north and west of the site, a District Fire Hall, existing single-family homes and a plant nursery are located to the east, the District Operations Centre, a mixed-use apartment building and light industrial properties are located to the south;
- The lands east of Mountain Highway are designated Residential Mixed Use level 3 in the OCP, allowing for future development to a higher density;
- The site is currently occupied by light industrial buildings, comprised of thirty units, fourteen of which are currently vacant;
- A tenant assistance package is being offered by the developer, including a minimum of six months notice, two or three months free rent, depending on the duration of tenancy and the assistance of a commercial realtor to assist with relocation;
- The recently endorsed Maplewood Village Centre and Innovation District Implementation Plan and Design Guidelines includes the expansion of employment lands, with over one million square feet of floor area in the Maplewood area by 2030;
- The site is adjacent to the Frequent Transit Network and within walking distance of Phibbs Exchange, shops and services;
- The Lynn Creek Town Centre Implementation Plan identifies the site as the preferred location for a community centre and notes that Seylynn Hall is due for replacement;
- The plan for the community centre is in scale with the neighbourhood and includes childcare facilities;
- The proposed development creates a central core for the Lynn Creek Town Centre, in keeping with the Lynn Creek Public Realm Guidelines, endorsed in January 2016;
- The proposal has been measured against the OCP, Lower Lynn Town Centre Implementation Plan and the Lynn Creek Public Realm Design Guidelines;
- The development site is within Development Permit Areas for Form and Character for Multi-Family Housing, Form and Character for Commercial and Mixed Use Buildings, Energy and Water Conservation and Greenhouse Gas Emission Reduction; and Creek Hazard;
- The flood construction level would be determined by a qualified professional and the development would include any required flood protection measures;
- The parking entrance is located on Hunter Street, west of the community centre;

- The proposal includes 438 parking spaces, with forty-nine of those allocated for community centre users, and 505 secure bicycle parking stalls;
- A private amenity building is proposed on the rooftop of the second storey just south of the townhouses;
- The proposed development is adjacent to Seylynn Park, with access to trails adjacent to Lynn Creek;
- The proposal includes measures to minimize impacts from the existing light industrial area;
- The proposed community centre is located on the corner of Mountain Highway and Hunter Street and includes:
 - A large “community living room” in the foyer;
 - A large public plaza;
 - One large gymnasium;
 - At least three multipurpose rooms; and,
 - A child care centre with a private outdoor play area.
- A phased development agreement for the proposal provides the legal means to ensure the community centre is built by the developer;
- The agreement requires the developer to build the base building and exterior shell of the community centre, the public plaza and underground parking;
- Upon completion of the required elements, the District pays the developer \$2.5 million, the difference between the value of the construction costs and the value of Community Amenity Contributions (CAC's) required for a development of the scale proposed;
- Funding for the interior finishing of the community centre is available through infrastructure reserve funds set aside for the replacement of Seylynn Hall and CAC's from other developments in the area;
- Revenue for the operating costs for the community centre will be provided by user fees and tax revenue from new development in the area;
- The proposal includes improvements to roads, sidewalks, bicycle lanes, a new transit stop and on-street parking on Hunter Street for Seylynn Park;
- The proposal also includes improvements to and expansion of the riparian area of Lynn Creek, as well as a four-metre wide multi-use path to connect existing trails and a potential bicycle and pedestrian bridge;
- The design of the residential units includes accessible design elements and twenty-two units with enhanced accessible design elements;
- The construction management plan coordinates activities with other projects; and,
- The design meets the Green Building Policy gold standard.

Mr. Wilhelm further advised that a facilitated Public Information Meeting was held on October 6, 2016 and approximately 40 members of the public attended. A number of topics were raised at the meeting ranging from traffic, parking and transit. Support for the community centre, civic plaza, child care facility and improvements to Seylynn Park was expressed by a number of participants. In response to input received at this meeting, the developer has modified the community centre design, expanded on the traffic demand management plan and construction management plan, coordinated the streetscape design with Seylynn Park and refined the design of the residential buildings.

4. REPRESENTATIONS FROM THE APPLICANT

4.1. Mr. Doug Ramsay, Ramsay Worden Architects:

- Noted that he is the project architect;
- Commented that the proposed design fits with the natural setting of Seylynn Park and creates neighbourhood connections;
- Noted the proximity of the proposed community centre site to Seylynn Park provides opportunities to enhance park activities and community centre programs;
- Noted the community centre is set back from the street to allow for a large plaza;
- Reported that the residential units in the proposal are of various sizes, including twelve townhouses, to offer a range of housing options;
- Noted that land will be dedicated to widen and replant the bank of Lynn Creek;
- Highlighted design elements reflecting the natural setting of Seylynn Park, including rooftop rain gardens and street-level water features;
- Noted that the ground-oriented units improve street safety;
- Reviewed features of the proposed community centre, noting that:
 - The gymnasium is planned for the second floor to allow more public spaces on the ground floor;
 - A large common room on the ground floor faces Seylynn Park;
 - Multipurpose rooms provide space for various groups and programs;
 - Outside access to multipurpose rooms allows after hours access for groups when the rest of the community centre is closed;
 - The entrance is located at the corner of Mountain Highway and Hunter Street, with an atrium facing Mountain Highway;
 - Stairs and landings provide viewing platforms to Seylynn Park; and,
 - The proposed child care centre is located on the third floor with an enclosed outdoor play area, designed to accommodate up to thirty-seven children.
- Acknowledged that industrial uses will continue to south and noted that the proposed design to minimize conflict, including measures to reduce noise.

4.2. Ms. Jane Farquharson, Bunt & Associates:

- Noted that she is the project traffic consultant;
- Commented on the development site's proximity to Phibbs Exchange and multiple bus routes;
- Noted buses pass the site every two to three minutes during peak periods and there is a bus stop adjacent to the site;
- Advised that the proposal includes new sidewalks on both sides of Hunter Street, as well as a turnaround and trail connection;
- Noted that bicycle lanes are being developed along Mountain Highway;
- Advised that a new pedestrian signal is proposed for the corner of Mountain Highway and Hunter Street, with a bicycle activation button;
- Reviewed the transportation demand management plan proposed by the developer:
 - A sustainable transportation welcome brochure to be provided to new residents;
 - Two car share stalls on the street for public use;
 - Transit pass subsidies for the first six months;

- Bus stop improvements;
- Bicycle storage;
- Bicycle repair facility; and,
- Development of new walking paths.

4.3. Mr. Richard White, Senior Development Manager, Intergulf Development (Hunter 2) Corp.:

- Acknowledged that construction traffic will increase traffic on the Ironworkers Memorial Bridge;
- Advised that construction traffic management could include ride-sharing, shuttle buses, hiring local workers and adjusting shift start and end times;
- Recommended including developers of all sites in the Lynn Creek Town Centre in traffic mitigation planning;
- Noted that interest in the development has been expressed by former North Shore residents who would like to return, young people considering purchasing a first home, and those who currently commute to the North Shore from other locations; and,
- Advised that the developer will give preference to these groups to purchase units before the general public, allowing two weeks to view and an additional two weeks to decide on making a purchase.

In response to a question from Council regarding the type of units and range of cost, the applicant advised that units range from studios to three-bedroom units. The cost for a one bedroom unit would sell for approximately \$450,000, a three-bedroom unit approximately \$760,000 and townhouses approximately \$1 million, subject to market changes.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. Corrie Kost, 2800 Block Colwood Drive:

OPPOSED

- Spoke in opposition to the proposed development;
- Commented regarding Phased Development Agreements;
- Spoke regarding the loss of industrial lands;
- Noted the proximity of a chlorine plant to the proposed development;
- Expressed objection to use of park space; and,
- Commented on Development Cost Charges.

5.2. Ms. Margaret Fraser, 3400 Block Institute Road:

COMMENTING

- Commented in support of the community centre on behalf of Lynn Valley Services Society, operators of Molly Nye House;
- Noted community groups have been meeting regarding the use of the proposed community centre for community services;
- Commented that the proposal offers an opportunity for community services to be provided close to home;
- Commented on the loss of industrial lands and increased density of the residential buildings; and,
- Commented on housing affordability and traffic at the highway interchanges.

5.3. Mr. Fred Rathje, 600 Block Roslyn Boulevard: COMMENTING

- Commented regarding visitor parking;
- Queried the form of bicycle parking proposed; and,
- Urged the developer to ensure bicycle parking is secure and convenient in order to encourage bicycle use.

5.4. Ms. Vivian Susa, Orwell Street: COMMENTING

- Commented on length the phased development agreement; and,
- Commented on the ability of the developer to sell the property and reassign its rights.

5.5. Mr. Eric Stronach 3500 Block Woodbine: COMMENTING

- Recommended a minimum of two parking stalls be required per unit; and,
- Commented on parking issues in the area, noting that future development will add to those issues.

5.6. Ms. Betty Forbes, 2300 Block Kirkstone: OPPOSED

- Commented regarding traffic congestion;
- Noted development in Maplewood is proposed on the east side of the bridgehead;
- Commented on the pace of development;
- Expressed concern regarding the proposed building heights;
- Opined that reducing light industrial lands is contrary to the OCP;
- Queried where businesses will relocate; and,
- Noted the B-Line from Dundarave to Phibbs Exchange will not be built until a larger population is in place.

The meeting recessed at 8:00 pm and resumed at 8:05 pm.

5.7. Mr. Tarek Elneweihi, District Resident: COMMENTING

- Queried details of the tenant relocation program.

5.8. Mr. Corrie Kost SPEAKING FOR A SECOND TIME

- Commented on the provision in the phased development agreement for renewal.

5.9. Ms. Tiffany Shen, 1400 Block Hunter Street: COMMENTING

- Noted she is a light industrial tenant; and,
- Commented regarding relocation assistance.

In response to a question from Council, staff advised that there are approximately 500 light industrial businesses located in the District, with a turnover rate of approximately thirty-four percent between 2011 and 2016.

In response to a question from Council, staff advised that the proposed development would create a net reduction of thirteen light industrial businesses and 2.1 acres of light industrial land, which is offset by the development of approximately thirty-six acres of light industrial lands proposed in Maplewood, which would provide space for approximately 130 new businesses.

In response to a question from Council, staff advised that the transit B-Line is included in phase one of the Mayor's Plan and is already funded for construction in 2019.

In response to a question from Council, staff reviewed the terms of the phased development agreement, noting that:

- The agreement is for a maximum of ten years;
- Delivery of the community centre is required up front;
- Development will likely occur as one phase;
- The District will hold \$8.3 million of the developer's funds until the required community centre elements are completed;
- The District will pay \$2.5 million to the developer once the community centre shell is completed, inspected and accepted
- The District will receive an air space parcel including the community centre, plaza and parking at no charge;
- The District pays for land improvements; and,
- Maintenance costs for the community centre will be paid by the District.

In response to a question from Council, staff advised that the developer will provide transportation improvements including sidewalks and bicycle lanes at a cost of approximately \$1.2 million.

In response to a question from Council, the applicant advised that if 1.2 stalls per unit were not required, they would prefer not to build less, for marketing reasons.

In response to a question from Council, the applicant advised that average cost to construct a parking space is approximately \$40,000 to \$47,000.

In response to a question from Council, the applicant advised that they would consider allowing the purchase of units without parking only if there was on-street pay parking.

In response to a question from Council, the applicant advised that, of twenty-one long-term tenants, there are now four remaining and that some units are currently occupied by short-term tenants.

In response to a question from Council, staff advised that funding sources for the construction and maintenance of the community centre include infrastructure reserve funds dedicated to replacing Seylynn Hall, CAC's from the applicant for this proposal and CAC's from other developers in the Lynn Creek area. Staff further noted that the full costs are covered by these sources.

Staff advised that future costs of maintenance for the community centre are funded by tax revenues from future developments in the Lynn Creek Town Centre.

6. COUNCIL RESOLUTION

MOVED by Councillor HANSON

SECONDED by Councillor HICKS

THAT the November 14, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" be returned to Council for further consideration;


AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" be returned to Council for further consideration.

CARRIED
(8:20 p.m.)

CERTIFIED CORRECT:


Confidential Council Clerk

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


Dept.
Manager


Director


CAO

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.

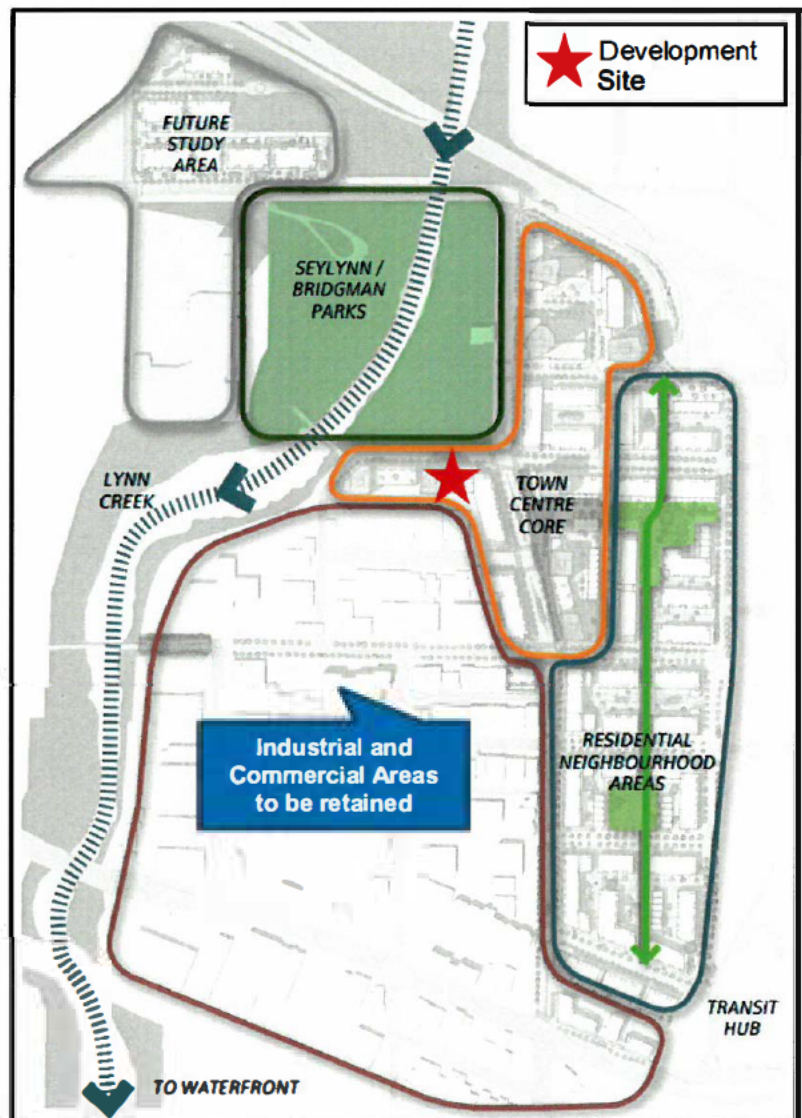
Overall, the OCP aims to concentrate 75% - 90% of future development within key centres. Growth within the centres will allow for protection of the natural environment, decrease car dependency and generally promote more compact communities.

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.

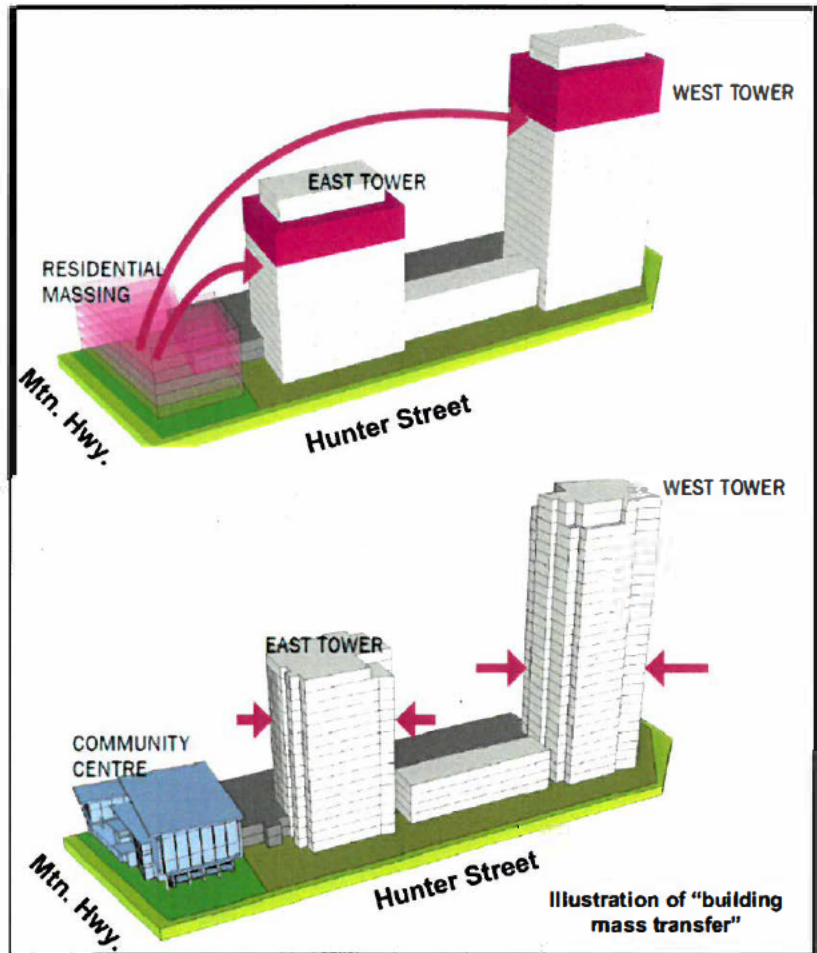
A Floor Space Ratio (FSR) of 3.5 is proposed within the 2 towers and townhouse buildings; the 3.5 FSR excludes the community centre floor space. This density is consistent with the OCP and Implementation Plan as the gross density is achieved with this amenity.

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:

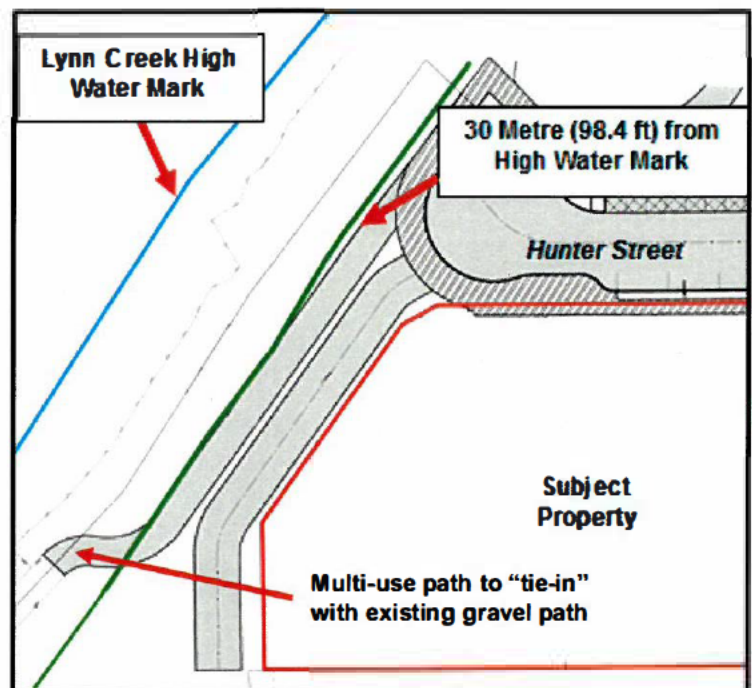
- Form and Character;
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Creek Hazard.

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

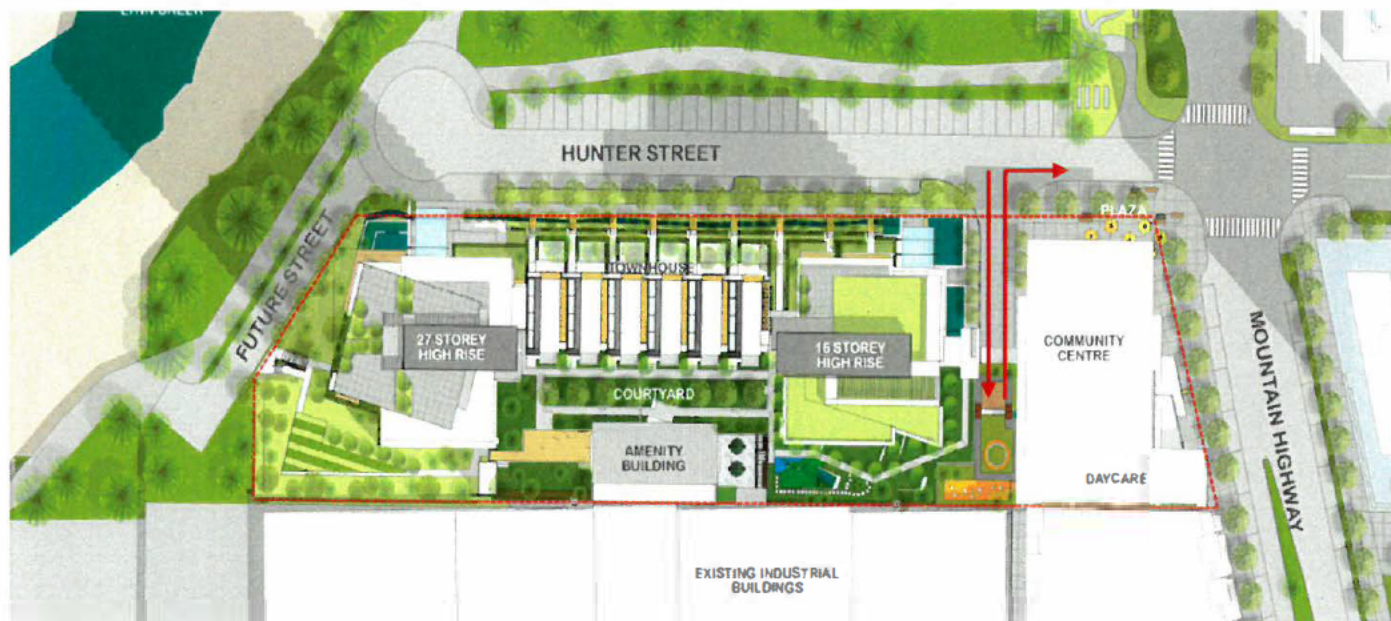
Compliance with the Green Building Strategy is mandatory given the need for rezoning. The development must be constructed to meet the equivalent of a "Gold" standard of any certified sustainability program available in British Columbia or other relevant standard which the province mandates. The applicant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

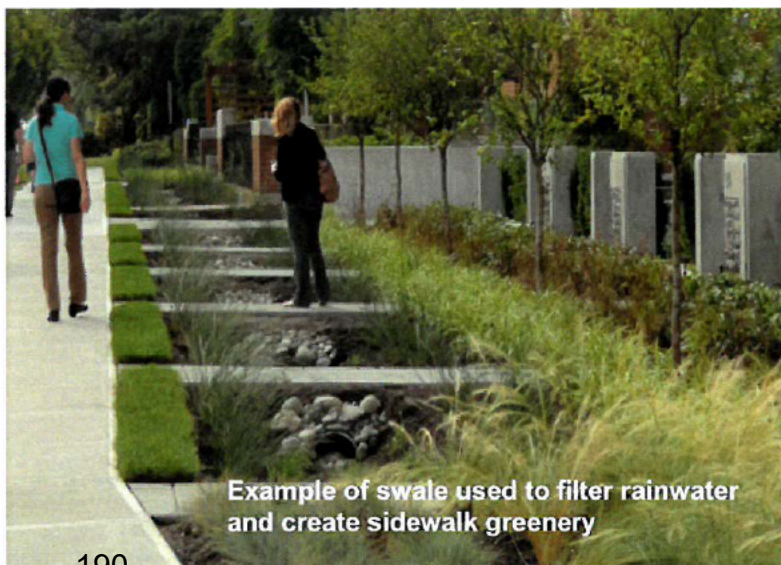
Given the location in the heart of the Lynn Creek Town Centre which is well served by transit, the CD 103 zone includes both a minimum and maximum residential parking allowance so that the site will strike a balance and not provide too much residential parking. The zone also requires bicycle parking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

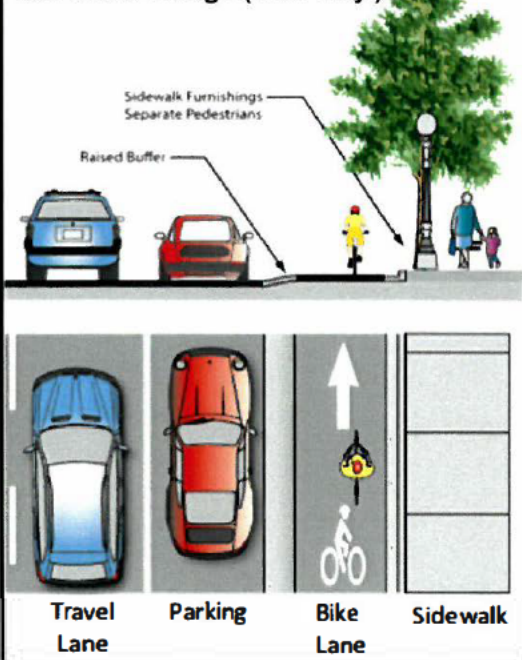


Off-site improvements

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.

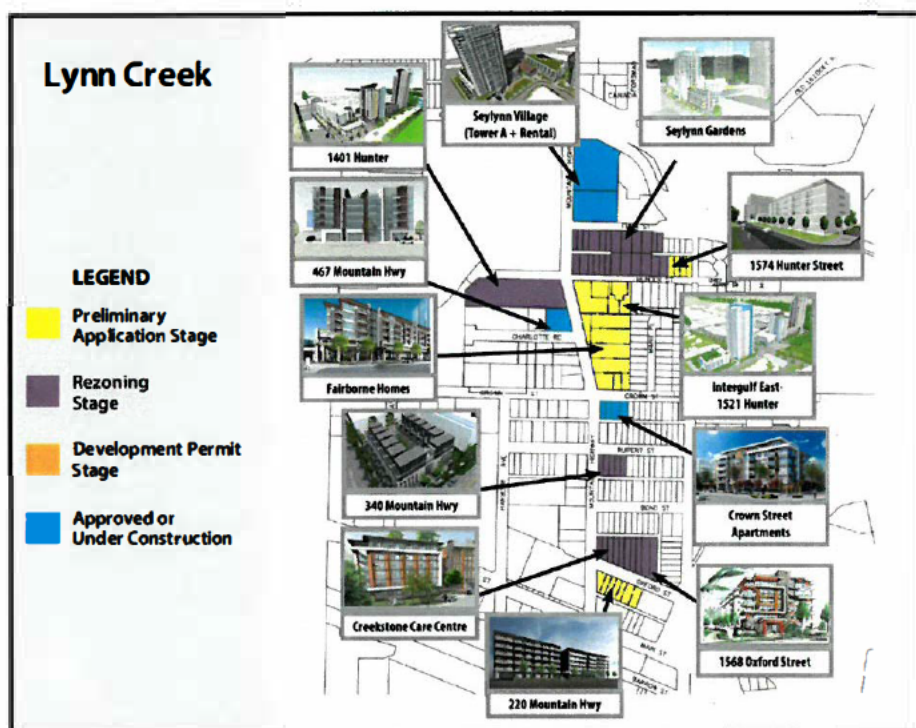
Seylunn Park users will be able to park within the existing parking lot provided (within the park accessed from Mtn. Highway). The adjacent map indicates the development site in relation to other approved construction projects and potential development projects in the area.

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:

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

- 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

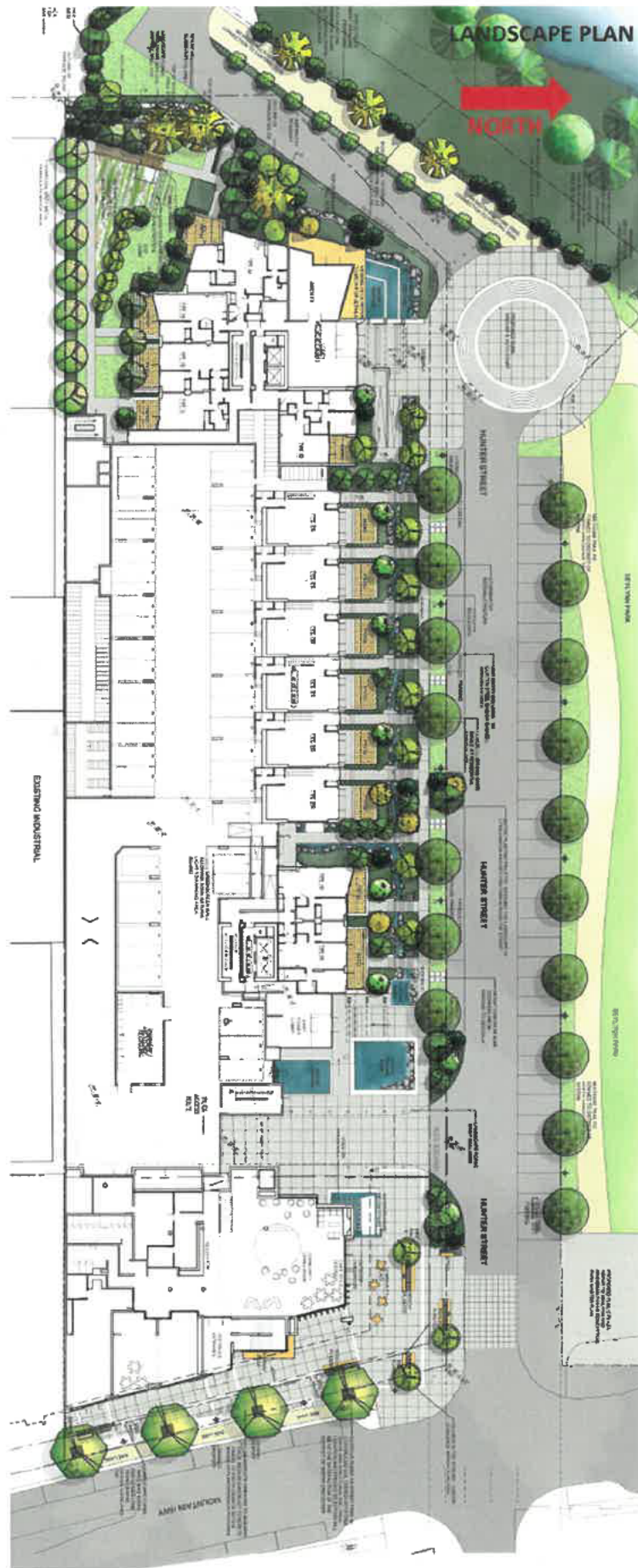
REVIEWED WITH:

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

REVIEWED WITH:

- Advisory Committees:
- ☐ _____
 - ☐ _____
 - ☐ _____





Renderings of Entire Development







Isometric View – Looking 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



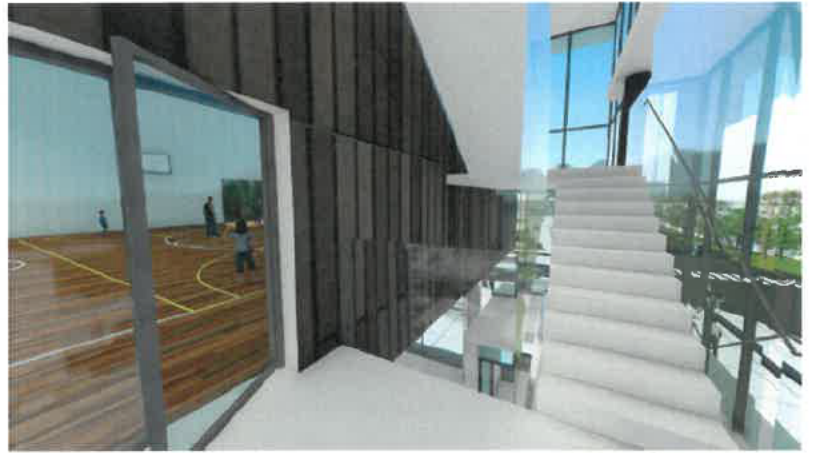
Rendering of Interior Overlook to Gym at Level 3



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



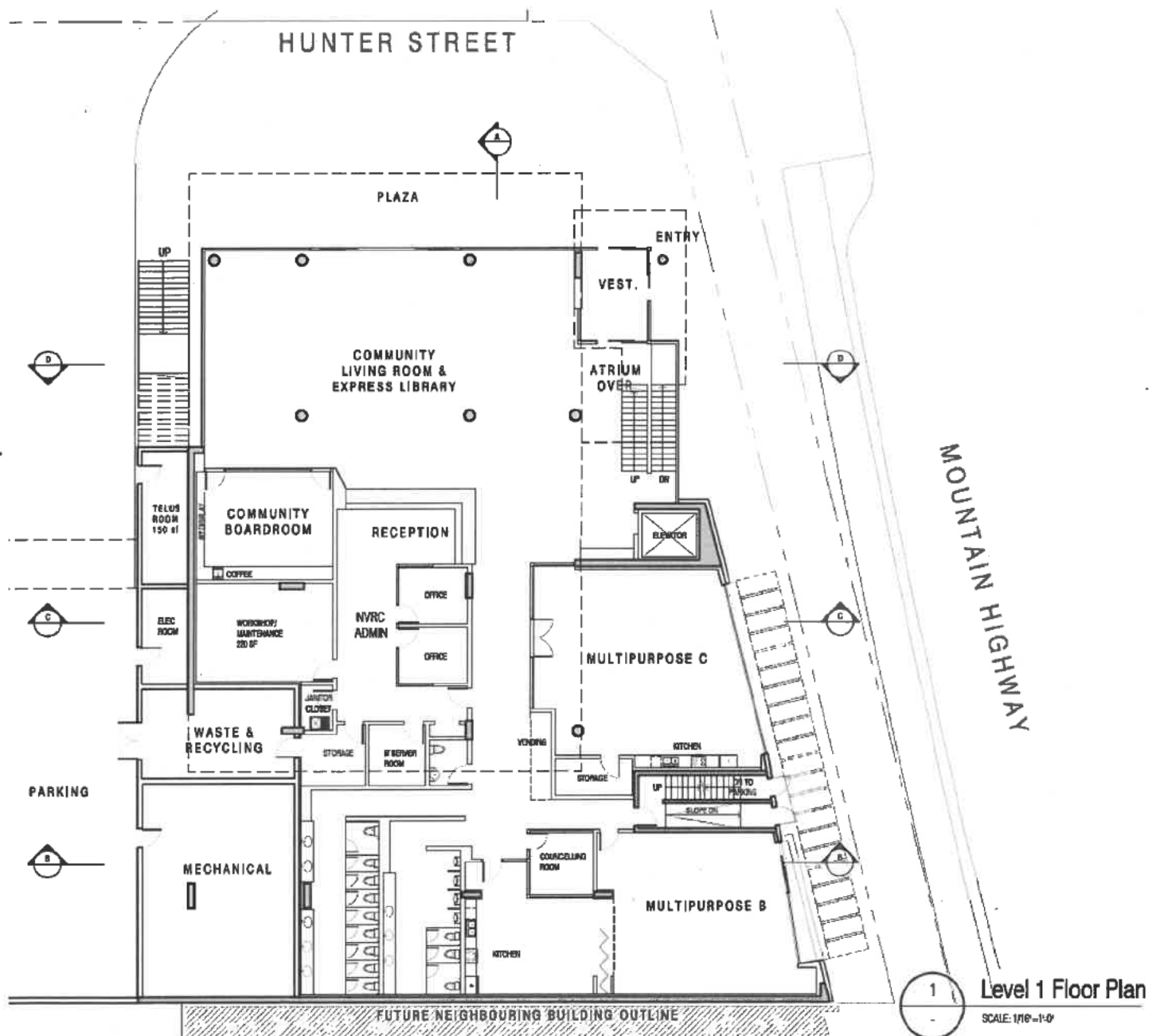
Rendering of Interior Reception Area



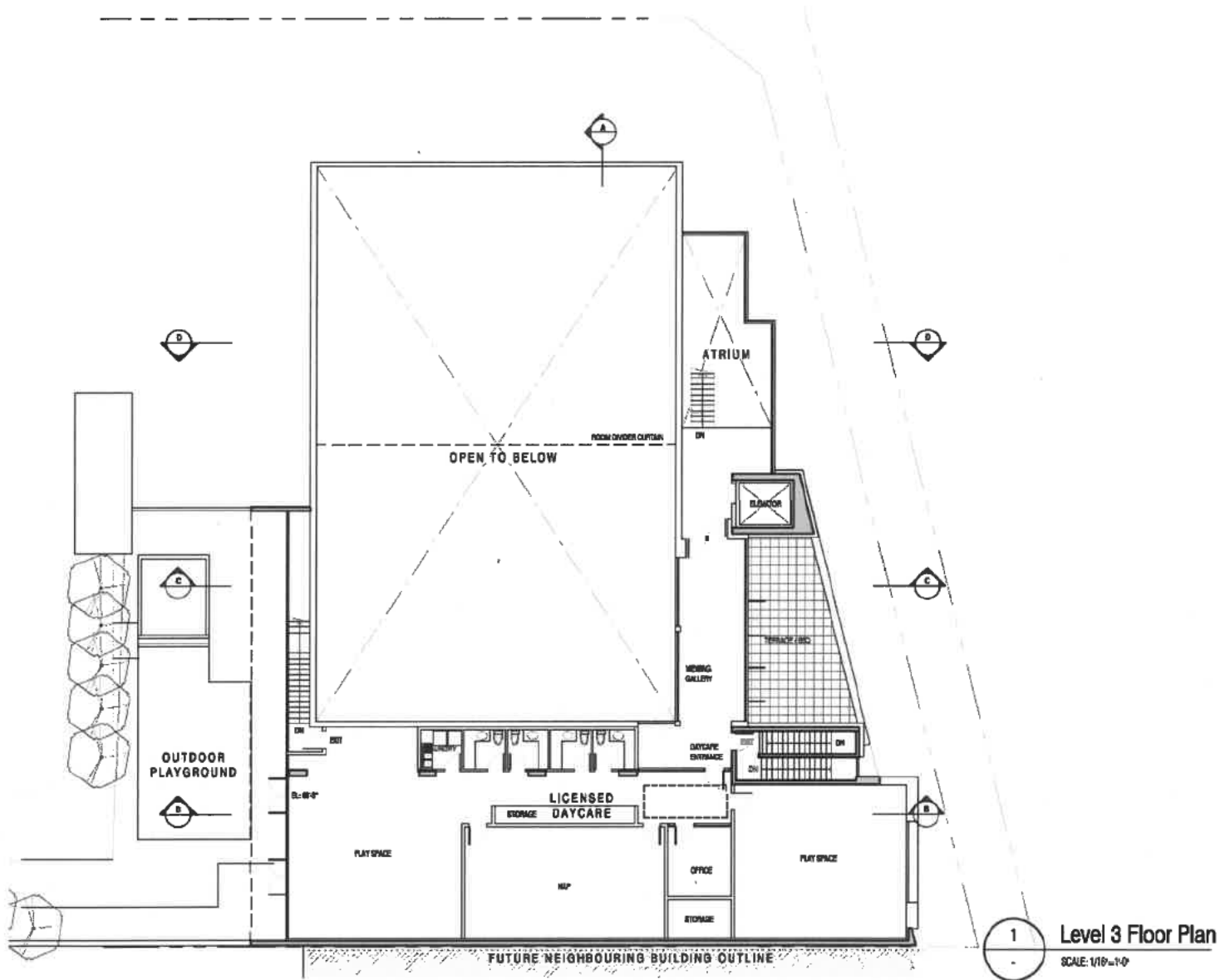
East Elevation (Looking West from Mtn. Hwy.)



North Elevation (Looking South from Seylynn Park)







1 Level 3 Floor Plan
SCALE: 1/16"=1'-0"

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 m² (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 m² (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:

Location	Minimum Required Setback
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

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

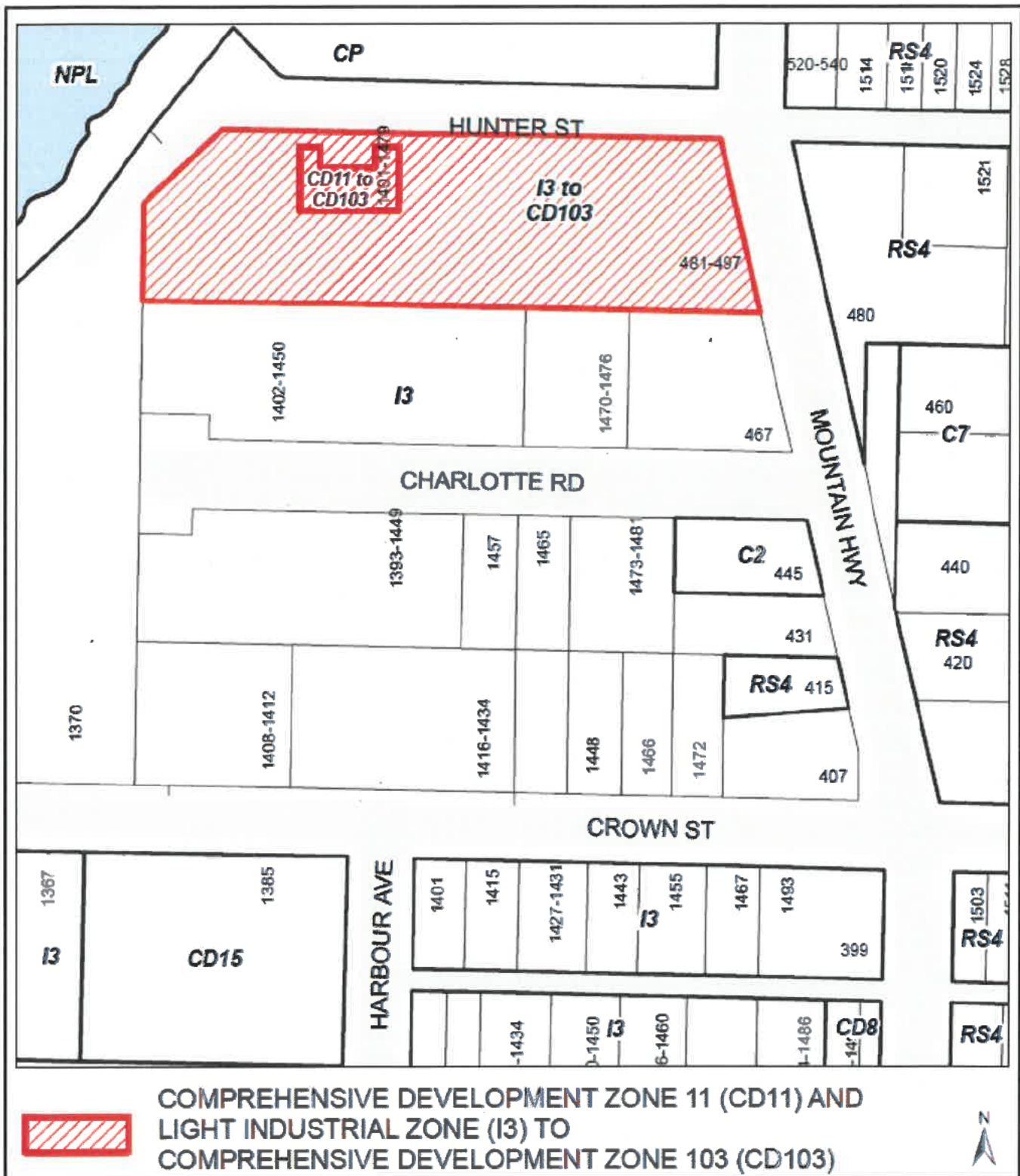
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8215

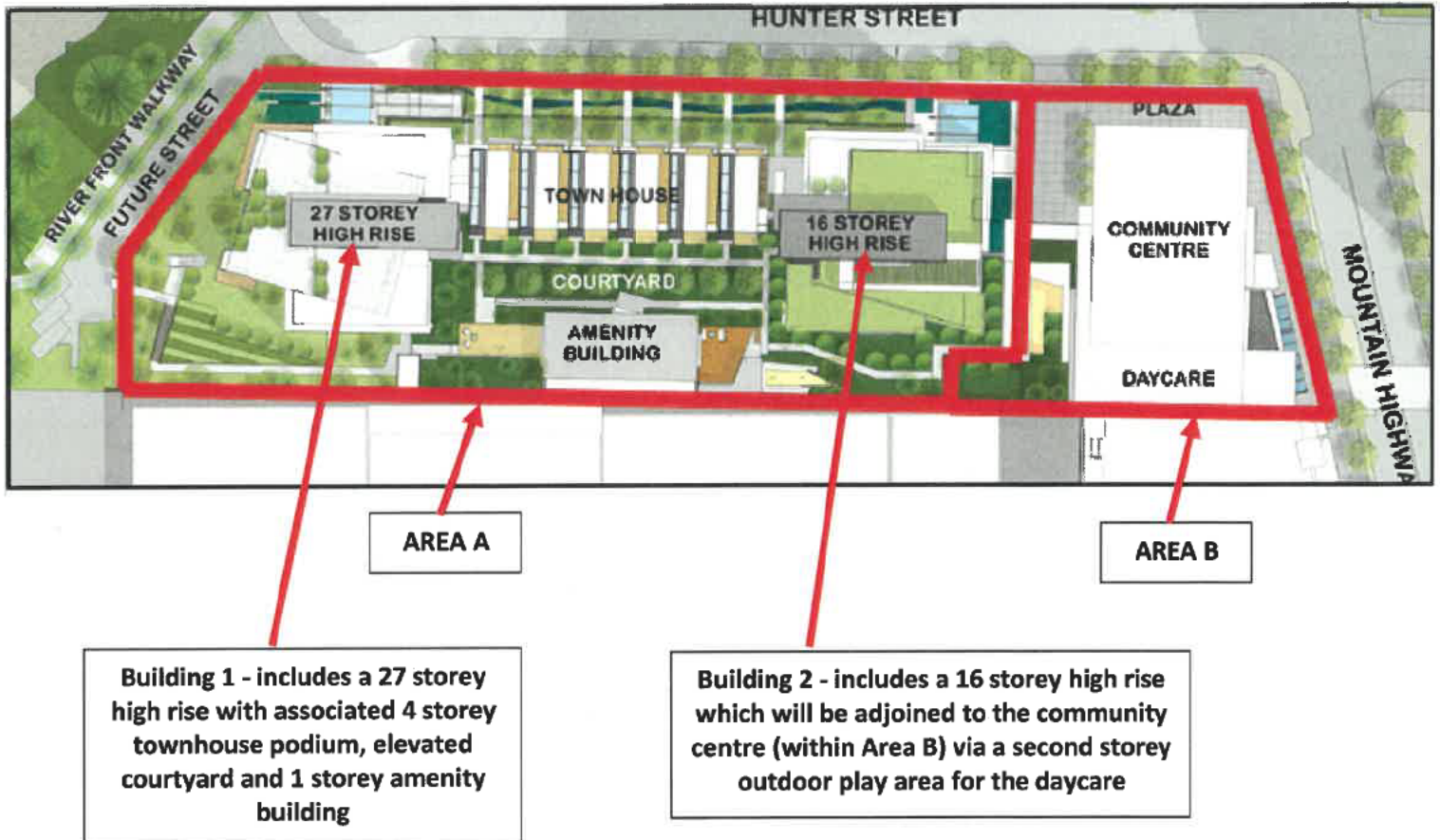


Schedule B to Bylaw 8215

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

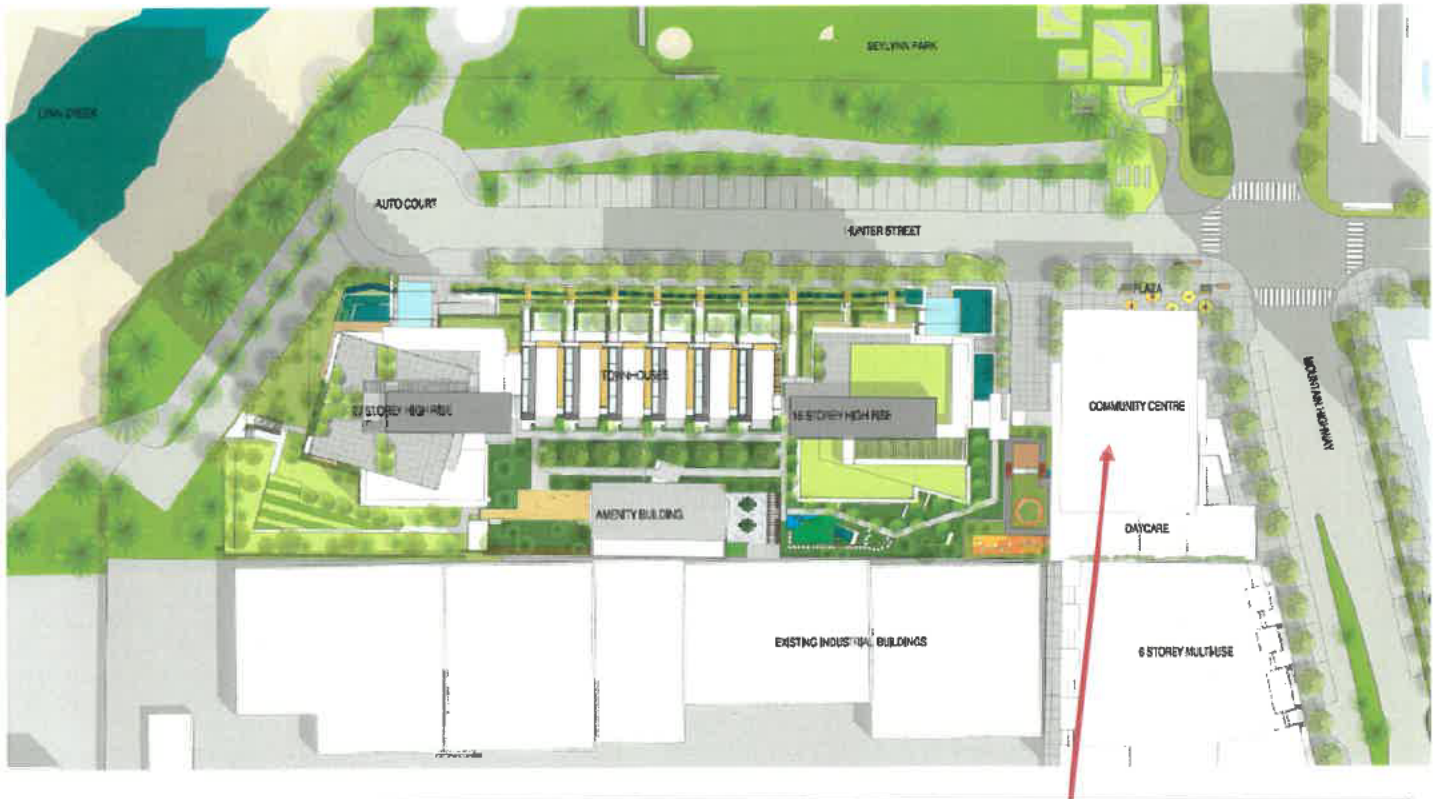
INTERGULF DEVELOPMENT (HUNTER 2) CORP.
by its authorized signatories:

Print Name:

Print Name:

SCHEDULE "A" TO PHASED DEVELOPMENT AGREEMENT

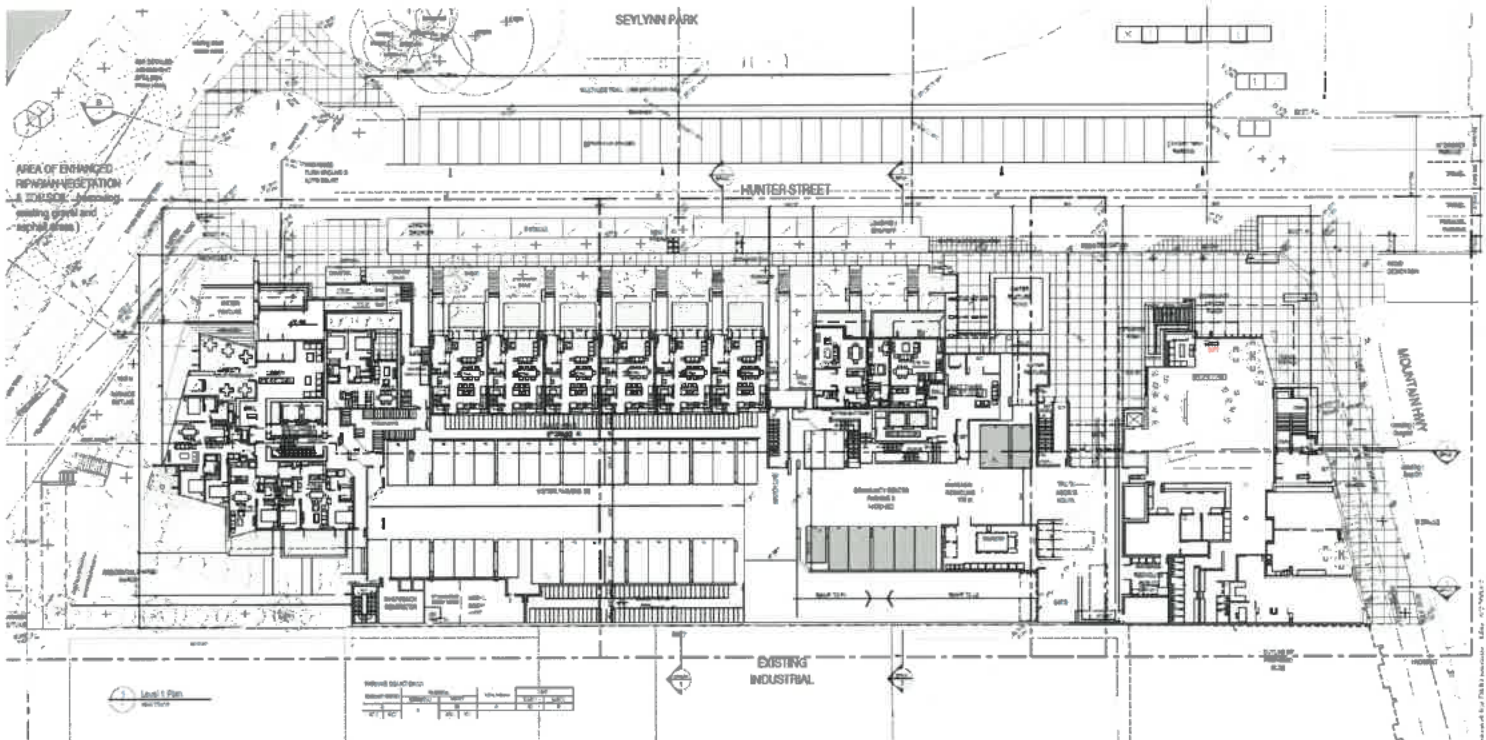
Sketch Plan showing location of Community Centre pursuant to the Master Development Plan



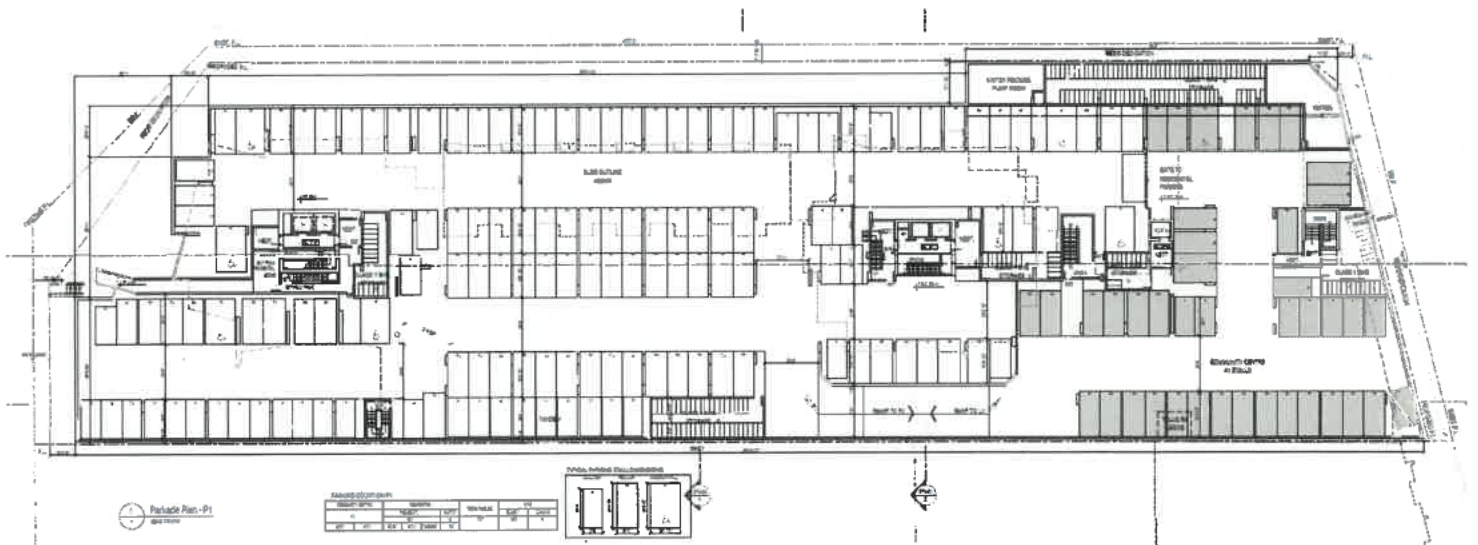
Location of Community Centre (southwest of corner of Mtn. Hwy. and Hunter Street intersection)

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 6th, 2016



Intergulf Development Group

prepared by:

MAIN STREET ARCHITECTURE

architecture urban design vision collaboration

CONTENTS

1.	Overview	3
2.	Information Distribution and Community Notification	4
3.	Public Information Meeting - October 6 th , 2016	6
4.	Community Inquiries	7
5.	Response to Public feedback	7

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 6th, 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)

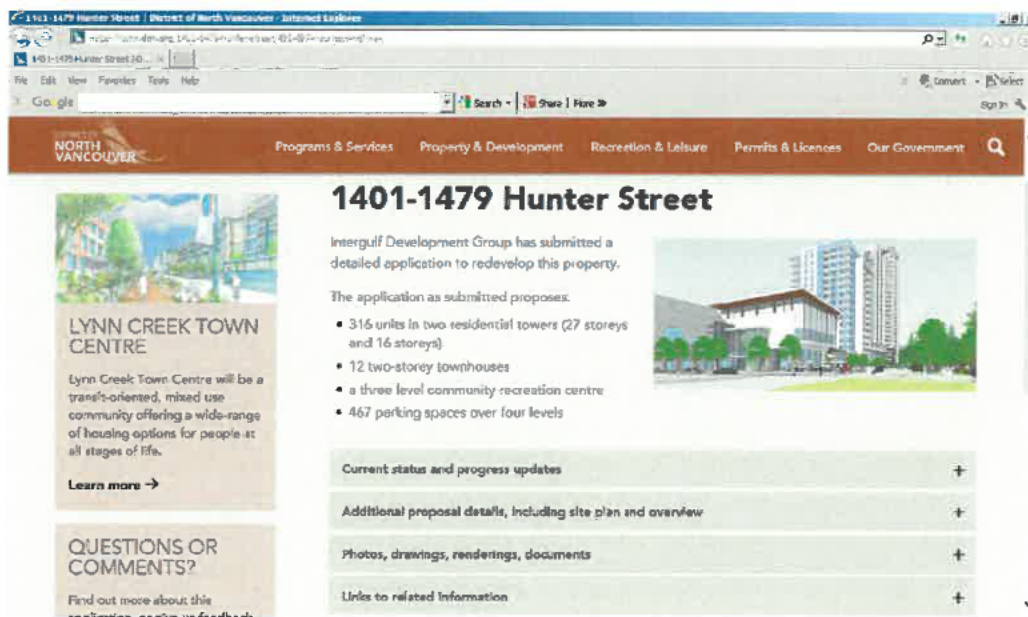
2.3 Newspaper Notification:

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)

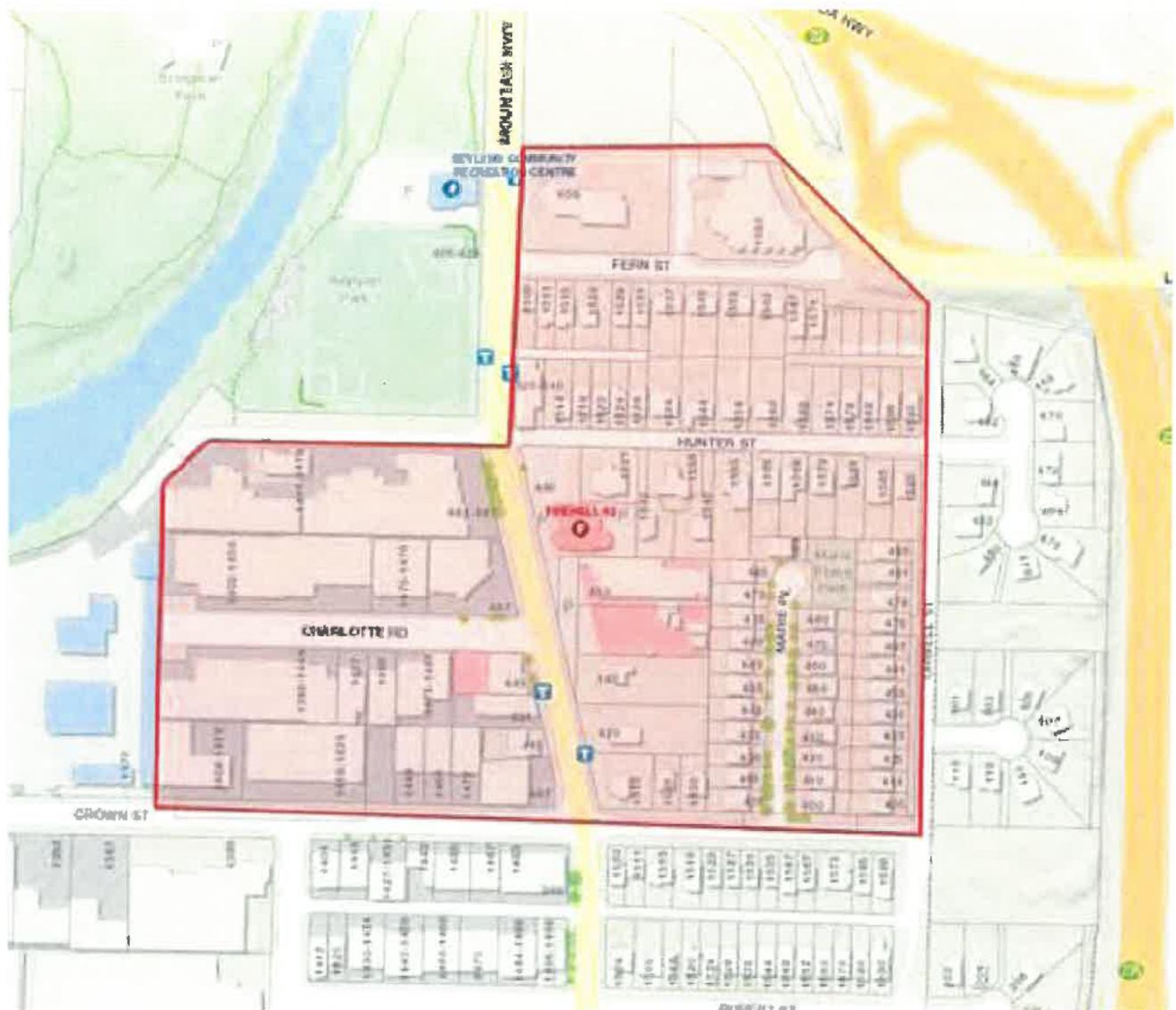
2.4 Community Web:

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 6TH, 2016

Intergulf Development Group hosted the Public information meeting on October 6th 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 6th, 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 6th, 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; or Kaylen Crosse of Intergulf Development Group at 604.683.2406 or by email at 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

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

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

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

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)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

PUBLIC INFORMATION MEETING - October 6, 2016

1401-1479 & 481-497 Mountain Highway

List of Attendees

No.	Name	Address (Optional)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

[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



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

LAST UPDATED: 2017.10.12
JOYCE SHEN



Contents

1.0 SUMMARY OF CURRENT TENANTS	2
Table 1: Summary of Current Tenancy	3
Table 2: Summary of Tenancy Duration.....	3
2.0 PROPOSED PLAN AND COMPENSATION FOR TENANTS	4
2.1 Tenant Communication Plan	4
2.2 Two Months of Free Rent.....	5
2.3 Long-term Tenants Bonus	5
2.4 Reimbursement of Moving Expenses	5
2.5 Tenant Relocation Coordinator	5
3.0 APPENDIXES	6
Appendix 3.1 Current Light Industrial Tenants Summary	6
Appendix 3.2 Current Non Light-Industrial Tenants	7
Appendix 3.3 Summary of Tenants Who Vacated Since May 2016.....	8
Appendix 3.4: Invitation Letter for Hunter St Tenant Meeting (Dec 2 nd , 2016).....	9
Appendix 3.5: Project update to Tenants (Jan 25 th , 2017)	10

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:

December 2016	Consultation with existing tenants regarding potential development and relocation plan
January 2017	Project update to tenants as per feedback at the public consultation meeting
January 2017	Initial consultation with DNV regarding relocation strategy
January - July 2017	Commercial real estate consultant to assist tenants with accommodation
February 2017	Relocation strategy to DNV for consideration
October 2017	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.

3.0 APPENDICES

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 Elseey 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 2nd, 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

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



Appendix 3.5: Project update to Tenants (Jan 25th, 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. 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

THIS PAGE LEFT BLANK INTENTIONALLY

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>November 27, 2017</u>
<input type="checkbox"/> Other:	Date: _____

Dept. Manager	GM/ Director	CAO
------------------	-----------------	-----

The District of North Vancouver REPORT TO COUNCIL

November 20, 2017
File: 01.0530/Council General/File

AUTHOR: Councillor James Hanson

SUBJECT: Buy Local Policy

RECOMMENDATION:

THAT Council direct staff to investigate if a 'buy local' purchasing policy could be implemented in order to support local business, while still complying with a local government's obligations for open, transparent and non-discriminatory procurement practices under provincial, federal and international trade agreements.

BACKGROUND:

Local government should do what it can to support and help develop local businesses, including purchasing goods and services required for municipal business from local vendors, whenever possible. However, provincial, federal and international trade agreements make having a 'buy local' preference problematic for all levels of government. These trade agreements are based upon the principles government agencies will conduct business in a way that is (1) non-discriminatory, (2) open & transparent, and (3) reflects a commitment to the effective management of public resources.

The trade agreements that currently apply to the District are:

- *New West Partnership Trade Agreement* (NWPTA, formerly TILMA) amongst the provinces of BC, Alberta, Saskatchewan & Manitoba
- *Canadian Free Trade Agreement* (CFTA, formerly AIT) amongst all provinces & territories within Canada
- *Canada – European Union Comprehensive Economic & Trade Agreement* (CETA) between Canada and the European Union

While each trade agreement has its own specific "rules" and dollar thresholds that apply to procurement, they all contain language that specifically prohibit practices that would go against their over-arching goals, which includes not allowing government entities "to extend a preference for local or domestic goods, services or suppliers" (where the value of the procurement is expected to be at or exceed the applicable thresholds).

Therefore, careful consideration must be given to ensure that any 'buy local' policy implemented by the District does not contravene these principles or other aspects of the trade agreements.

The District could consider having a 'buy local' policy for procurement that falls outside of the purview of these trade agreements, which would be procurement under \$75,000 (for goods & services) and \$200,000 (for construction), which are the lowest thresholds under the various trade agreements applicable to the District. The reality is that most procurement undertaken at these levels tends to be from local vendors anyway.

As part of implementing such a policy, a decision would need to be made as to what factor(s) will be considered in order to apply the policy. For example, would the District be willing to pay a price premium (eg. 10%) in order to award a procurement opportunity to a local vendor rather than to a lower-priced, but non-local, vendor? If paying a premium is not desirable, the policy might be structured as an "all things being equal" situation whereby in a situation where bids are equivalent between a local (or domestic) vendor and a non-local/international vendor, the award is then made to the local vendor (eg. as a "tie-breaker").

Additionally, there would need to be a clear understanding of what is meant by "local" (eg. District of North Vancouver; or North Shore; or Lower Mainland, etc).

Appendix #1 to this memo is a table showing the procurement dollar thresholds that apply to local government (MASH sector) under each of the trade agreements. The North American Free Trade Agreement (NAFTA) does not currently impose the same type of procurement obligations onto local government that the other trade agreements do, and is therefore not a concern in this regard.

Respectfully submitted,

James Hanson
Councillor

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

Appendix #1

Scope - Thresholds

	Ministries	Crown corporations	MASH
NWPTA			
Goods	\$10,000	\$25,000	\$75,000
Services	\$75,000	\$100,000	\$75,000
Construction	\$100,000	\$100,000	\$200,000
CANADIAN FREE TRADE AGREEMENT / AIT			
Goods	\$25,000	\$500,000	\$100,000
Services	\$100,000	\$500,000	\$100,000
Construction	\$100,000	\$5,000,000	\$250,000
CETA (as of Sept 21, 2017) in Canadian Dollar Amounts			
Goods	\$340,600	\$604,700	\$340,600
Services	\$340,600	\$604,700	\$340,600
Construction	\$8,500,000	\$8,500,000	\$8,500,000
WTO GPA (next update January 2018)			
Goods	\$604,700	Not covered	
Services	\$604,700		
Construction	\$8,500,000		

THIS PAGE LEFT BLANK INTENTIONALLY