

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, December 11, 2017**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER  
DISTRICT

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## REGULAR MEETING OF COUNCIL

**7:00 p.m.**  
**Monday, December 11, 2017**  
**Council Chamber, Municipal Hall,**  
**355 West Queens Road, North Vancouver**

### AGENDA

#### BROADCAST OF MEETING

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

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

- Bylaw 8142 – Rezoning Employment Zone – Lynn Creek Light Industrial
- Bylaw 8230 – OCP Amendment 1886-1956 Belle Isle Place & 2046 Curling Road
- Bylaw 8231 – Rezoning 1886-1956 Belle Isle Place & 2046 Curling Road
- Bylaw 8236 – Rezoning 905-959 Premier Street
- Bylaw 8240 – OCP Amendment 1502-1546 Oxford Street
- Bylaw 8241 – Rezoning 1502-1546 Oxford Street
- Bylaw 8225 – Rezoning 756-778 Forsman Avenue
- Bylaw 8244 – OCP Amendment 1801-1865 Glenaire Drive & 2064-2082 Curling Road
- Bylaw 8245 – Rezoning 1801-1865 Glenaire Drive & 2064-2082 Curling Road
- 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
- Bylaw 8239 Rezoning 3030 Sunnyhurst Road
- Bylaw 8249 Rezoning 2932 Chesterfield Avenue

#### 1. ADOPTION OF THE AGENDA

##### 1.1. December 11, 2017 Regular Meeting Agenda

*Recommendation:*

THAT the agenda for the December 11, 2017 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

**2. PUBLIC INPUT**

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

**3. PROCLAMATIONS**

**3.1 Alzheimer's Awareness Month – January 2018** **p. 13**

**4. RECOGNITIONS**

**5. DELEGATIONS**

**6. ADOPTION OF MINUTES**

**6.1. October 23, 2017 Regular Council Meeting** **p. 17-21**

*Recommendation:*

THAT the minutes of the October 23, 2017 Regular Council meeting are adopted.

**6.2. November 28, 2017 Public Hearing (Sunnyhurst Road)** **p. 23-26**

*Recommendation:*

THAT the minutes of the November 28, 2017 Public Hearing meeting are received.

**7. RELEASE OF CLOSED MEETING DECISIONS**

**7.1. November 21, 2017 Closed Special Meeting of Council**

File No. . 01.0360.20/076.000

**7.1.1. Advisory Oversight Committee Recommendations and Appointments**

**Advisory Design Panel**

THAT Charles Leman, Darren Burns and Greg Travers be appointed to the Advisory Design Panel for a two year term ending December 31, 2019;

AND THAT Diana Coop, Steve Wong and Stefen Elmitt be re-appointed to the Advisory Design Panel for a two year term ending December 31, 2019;

AND THAT this resolution be released to the public.

**Municipal Library Board**

THAT Mike Little, Allison Rzen and Phil Webber be re-appointed to the North Vancouver District Public Library Board for a second two year term ending December 31, 2019;

AND THAT this resolution be released to the public.

### **Major Infrastructure Projects Advisory Committee**

THAT Steffanie Warriner, Tony Valente, Harold Westerman, Jussi Jaakkola, Michael Wrinch, Duncan Wyllie, Chris Hossie, Arshad Bastani and Lee Gavel be appointed to the Major Infrastructure Project Advisory Committee for a two year term ending December 31, 2019;

AND THAT this resolution be released to the public.

### **Advisory Committee on Disability Issues**

Re-appointment (1 year): Amy Amantea  
Shayne DeWildt

Re-appointment (2 years): Gardiner Dye

### **Community Heritage Advisory Committee**

New Appointment (3 years): Mitchell Patterson

Re-appointment (3 years): Rob Henderson  
Daniel Francis  
Philip Baynton  
James Paul, Specialist in  
Heritage Preservation

### **Community Services Advisory Committee**

New Appointment (2 years): Ashraf Amlani  
Cristina Baldan  
Pamela Wilkinson  
Maryam Zarenejad  
Donna Zwickel

Re-appointment (2 years): Zari Abtahi  
Emma Gibbons

### **Parks and Natural Environment Advisory Committee**

New Appointment (3 years): Alasdair Douglas  
Dave Wilson  
Meredith Garritsen

Re-appointment (3 years): Alan Maynard  
Mark Elliott

## **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 are approved without debate.

**9.1. 2018 Council Meeting Schedule and Acting Mayor Schedule** **p. 29-33**  
File No. 01.0530

*Recommendation:*

THAT the 2018 Council Meeting Schedule is approved;

AND THAT the 2018 Acting Mayor Schedule is approved.

**9.2. Bylaws 8282, 8283 and 8285: Amendments to the Zoning Bylaw, the Business Licence Bylaw and Bylaw Notice Enforcement Bylaw for Enforcement Purposes** **p. 35-43**  
File No. 09.3900.01/000.000

*Recommendation:*

1. THAT "District of North Vancouver Rezoning Bylaw 1367 (Bylaw 8282)" is given FIRST Reading and referred to a Public Hearing;
2. AND THAT "Business Licence Bylaw 4567, 1974, Amendment Bylaw 8283, 2017 (Amendment 48)" is given FIRST reading;
3. AND THAT pursuant to Section 59 (2) (b) of the *Community Charter*, Bylaw 8283 is referred to a Public Meeting to provide an opportunity for persons who consider they are affected by the bylaw to make representations to Council;
4. AND THAT pursuant to Sections 59 (2) (a) and (3) of the *Community Charter*, Council direct staff to give notice of its intention to hold a Public Meeting as follows:
  - a. The notice shall state the following:
    - i. the time and date of the Public Meeting;
    - ii. the place of the Public Meeting;
    - iii. in general terms the purpose of the bylaw; and
    - iv. the place and the times and dates when copies of the bylaw may be inspected.
  - b. The notice shall be published in at least 2 consecutive issues of a newspaper, the last publication to appear not less than 3 days and not more than 10 days before the Public Meeting.
5. AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8285, 2017 (Amendment 33)" is given FIRST Reading.

- 9.3. Bylaws 8262, 8263, 8264 and 8277: 1923 Purcell Way and Capilano University – Rezoning and Development Permit for Multi-Family and Student Housing** **p. 45-177**  
File No. 08.3060.20/035

*Recommendation:*

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)” is given SECOND Reading as amended;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)” is given THIRD Reading;

AND THAT “District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8264, 2017 (1923-1959 Purcell Way)” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8277, 2017 (2055 Purcell Way)” is given SECOND and THIRD Readings.

- 9.4. Bylaw 8239: Rezoning for a Triplex Project – 3030 Sunnyhurst Road** **p. 179-188**  
File No. 08.3060.20/065.16

*Recommendation:*

THAT “District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)” is given SECOND and THIRD Readings.

- 9.5. Bylaw 8248, 2017: 3300 Block of Gaspe Place and Mt. Seymour Parkway Highway Closure** **p. 189-198**  
File No. 02.0930.20/506

Public Input Opportunity

*Recommendation:*

THAT “3300 Block of Gaspe Place and Mt. Seymour Parkway Highway Closure Bylaw 8248, 2017” is given SECOND and THIRD Readings.

- 9.6. Bylaws 8225 and 8226: 756 and 778 Forsman Avenue** **p. 199-243**  
File No. 08.3060.20/061.16

*Recommendation:*

THAT “District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)” is ADOPTED.

- 9.7. Development Permit 61.16 – 756 and 778 Forsman Avenue** **p. 245-269**  
File No. 08.3060.20/061.16

*Recommendation:*

THAT Development Permit 61.16, for an eight-unit townhouse project at 756 – 778 Forsman Avenue, is ISSUED.

- 9.8. Bylaw 8253: 2017 – 2021 Consolidated Financial Plan Amendment #2** **p. 271-285**  
File No. 05.1780

*Recommendation:*

THAT “2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)” is ADOPTED.

- 9.9. Bylaw 8271: Construction Bylaw 8271, 2017,** **p. 287-365**  
**Bylaw 8272: Radio Amplification Bylaw 8272, 2017,**  
**Bylaw 8273: District of North Vancouver**  
**Rezoning Bylaw 1365 (Bylaw 8273),**  
**Bylaw 8274: Bylaw Notice Enforcement Bylaw 7458, 2004,**  
**Amendment Bylaw 8274, 2017 (Amendment 32)**  
File No. 09.3900.01

*Recommendation:*

THAT “Construction Bylaw 8271, 2017” is ADOPTED;

AND THAT “Radio Amplification Bylaw 8272, 2017” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273)” is ADOPTED;

AND THAT “Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8274, 2017 (Amendment 32)” is ADOPTED.

- 9.10. Budget Discussion: Introduction of Financial Plan Workbook**  
File No. 05.1780/Financial Plan Process/2018

Material to be circulated on table.

- 9.11. Standards of Maintenance for Residential Rental Properties** **p. 369-382**  
File No. 10.5040.20/019.000

*Recommendation:*

THAT Staff is directed to prepare bylaws to amend the Standards of Maintenance Bylaw 6917 and related bylaws in order to:

- a. increase the maximum penalty from \$2,000 to \$10,000 upon summary conviction;
- b. increase the fines for which a Municipal Ticket Information (MTI) or Bylaw Notice may be issued; and
- c. introduce ‘notice to comply’ and appeal provisions.

**9.12. Delbrook Community Recreation Centre Update** **p. 383-392**  
File No.

*Recommendation:*

THAT the December 1, 2017 report of the Director of Recreation & Culture, North Vancouver Recreation & Culture Commission entitled Delbrook Community Recreation Centre Update is received for information.

**9.13. Development Permit 21.17 – North Shore** **p. 393-488**  
**Wastewater Treatment Plant – West 1<sup>st</sup> Street**  
File No. 08.3060.20.021.17

*Recommendation:*

THAT Development Permit 21.17, for the North Shore Wastewater Treatment Plant, is ISSUED.

**10. REPORTS**

**10.1. Mayor**

**10.1.1. Mayor's Special Contingency Fund** **p. 491**

**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 December 11, 2017 Regular Meeting of Council for the District of North Vancouver is adjourned.

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## PROCLAMATIONS

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## PROCLAMATION

### **“Alzheimer’s Awareness Month” (January, 2018)**

- WHEREAS:** Alzheimer’s disease and other dementias are degenerative brain disorders that affect people across British Columbia; and
- WHEREAS:** The social, emotional and financial impacts of dementia are felt by everyone – people living with dementia, their families, caregivers and communities; and
- WHEREAS:** Stigma leads many people living with dementia, and their families, to fear exclusion and differential treatment, preventing them from seeking help and disclosing their diagnosis; and
- WHEREAS:** Early detection provides individuals and families the chance to adjust to the diagnosis and plan for the future; and
- WHEREAS:** All British Columbians need to be better informed about Alzheimer’s disease and other forms of dementia and work to create more supportive and inclusive communities; and
- WHEREAS:** The District of North Vancouver is committed to achieving meaningful outcomes for people with dementia and their caregivers that are person centred and effective; and
- WHEREAS:** The Alzheimer Society of B.C. is committed to building a dementia-friendly B.C., where people living with the disease, their caregivers and their families are welcomed, included and supported.
- NOW THEREFORE I,** Richard Walton, Mayor of the District of North Vancouver, do hereby proclaim **January 2018** as **“Alzheimer’s Awareness Month”** in the District of North Vancouver.

Richard Walton  
MAYOR

Dated at North Vancouver, BC  
this 11<sup>th</sup> day of December 2017

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## MINUTES

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

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:01 p.m. on Monday, October 23, 2017 in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

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

**Absent:** Mayor R. Walton

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

**1. ADOPTION OF THE AGENDA**

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

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MACKAY-DUNN**

THAT the agenda for the October 23, 2017 Regular Meeting of Council for the District of North Vancouver is adopted as circulated.

**CARRIED**

**2. PUBLIC INPUT**

**2.1. Mr. John Harvey, 1900 Block Cedarvillage Crescent:**

- Urged Council to proclaim October 2, 2018 as Wrongful Conviction Day;
- Spoke regarding the Blue Cabin;
- Commented on funding by the City of North Vancouver for a new totem pole outside the North Vancouver RCMP building; and,
- Expressed concern that staff have not responded to his latest email.

**2.2. Ms. Jodi Booth, 600 Block St. Ives Crescent:**

- Commented on the use of plastic wrist bands at the Delbrook Recreation Centre; and,
- Urged that a more environmentally appropriate form of payment identification be implemented.

**3. PROCLAMATIONS**

Nil

**4. RECOGNITIONS**

Nil

**5. DELEGATIONS**

**5.1. Lions Gate Hospital Foundation**

Re: Lions Gate Hospital Medical and Surgical Centre Update

Ms. Judi Savage, Lions Gate Hospital Foundation and Ms. Karin Olson, Vancouver Coastal Health, provided an update on the new state-of-the-art Medical and Surgical Centre. Ms. Savage advised that this is the largest fundraising campaign in the Lions Gate Hospital Foundation's history and will help to transform health care on the North Shore.

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT the delegation of Lions Gate Hospital Foundation is received.

**CARRIED**

**6. ADOPTION OF MINUTES**

**6.1. October 3, 2017 Public Hearing**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

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

**CARRIED**

**6.2. October 16, 2017 Regular Council**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

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

**CARRIED**

**7. RELEASE OF CLOSED MEETING DECISIONS**

Nil

**8. COUNCIL WORKSHOP REPORT**

Nil



## 9. REPORTS FROM COUNCIL OR STAFF

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT items 9.2 and 9.3 are included in the Consent Agenda and be approved without debate.

**CARRIED**

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

File No. 08.3060.20/050

Public Input:

Mr. Richard White, Senior Development Manager – Intergulf Development Group:

- The proposal has been guided by the Official Community Plan land use designation, Lower Lynn Town Centre Implementation Plan and the Lynn Creek Public Realm Guidelines; and,
- Highlighted the benefits and amenities of the proposed development and community centre.

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MACKAY-DUNN**

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

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

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

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

**CARRIED**

Opposed: Councillor MURI

### 9.2. 2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015, Amendment Bylaw 8261, 2017 (Amendment 1)

File No. 09.3900.20/000.000

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

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

**CARRIED**

**9.3. 2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015, Amendment Bylaw 8260, 2017 (Amendment 2)**

File No. 09.3900.20/000.000

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

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

**CARRIED**

**10. REPORTS**

**10.1. Mayor**

Nil

**10.2. Chief Administrative Officer**

Nil

**10.3. Councillors**

**10.3.1.** Councillor Hanson reported on his attendance at the Metro Vancouver Council of Councils meeting held on Saturday, October 21, 2017 and provided an update regarding the Mobility Pricing Commission.

**10.3.2.** Councillor Hicks reported on his attendance at the Metro Vancouver Council of Councils meeting held on Saturday, October 21, 2017 and provided an update regarding the Provincial budget.

**10.3.3.** Councillor Bassam reported on his attendance at the Metro Vancouver Council of Councils meeting held on Saturday, October 21, 2017 and provided an update regarding the Metro Vancouver DCC program proposed changes.

**10.3.4.** Councillor Muri reported on her attendance at the Metro Vancouver Council of Councils meeting held on Saturday, October 21, 2017.

**10.4. Metro Vancouver Committee Appointees**

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

Nil

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

Nil

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

Nil

**10.4.4. Utilities Committee – Councillor Hicks**

Nil

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

Nil

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

Nil

**11. ANY OTHER BUSINESS**

Nil

**12. ADJOURNMENT**

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

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

**CARRIED**  
(7:53 p.m.)

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Mayor

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Municipal Clerk

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**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

**3030 Sunnyhurst Road  
Three Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, November 28, 2017 commencing at 7:07 p.m.

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

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

**Staff:** Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. C. Archer, Confidential Council Clerk  
Ms. E. Nordin, Development Planner

**District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)**

*Purpose of Bylaw:*

Bylaw 8239 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family 6000 Zone (RS4) to Comprehensive Development Zone 51 (CD51). Further, this bylaw proposes to amend CD51 to address size, shape and siting regulations and amenities specific to the proposed development on the subject site.

**1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaws;

- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- 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**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaw, stating that Bylaw 8239 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family 6000 Zone (RS4) to Comprehensive Development Zone 51 (CD51). Further, this bylaw proposes to amend CD51 to address size, shape and siting regulations and amenities specific to the proposed development on the subject site.

## **3. PRESENTATION BY STAFF**

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

Ms. Nordin advised that:

- The subject site is located on the east side of Sunnyhurst Road, outside of the Lynn Valley Town Centre;
- The site currently consists of a single lot, approximately 6,600 square feet in area;
- The property is designated in the Official Community Plan (OCP) as Residential Level 3 and in the Lynn Valley Local Plan Reference Policy as Site 5, intended for ground-oriented multifamily housing up to 0.8 floor space ratio (FSR);
- Single-family properties, located to the north and west, are also designated for multifamily housing;
- Existing townhouses and duplexes are located to the south and east;
- The proposed development would provide housing options consistent with the OCP;
- The site is located within Development Permit Areas for Form and Character of Ground-Oriented Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction;
- The proposal is for three townhouse units in two three-storey buildings with rooftop decks, with a single unit fronting Sunnyhurst Road and a duplex adjacent to the rear lane;
- The proposed units are three or four bedrooms, from approximately 1,400 to 2,300 square feet in size;
- Two parking spaces per unit are proposed in three two-car garages, meeting the parking requirement in the Zoning Bylaw;

- Vehicle access would be shared with the adjacent development at 3022 Sunnyhurst Road via the existing lane;
- The Community Amenity Contribution for the proposal is \$23,382, with the Development Cost Charges to be calculated at the building permit stage;
- Off-site improvements associated with the proposed development are:
  - New street trees;
  - Upgrades to street light and the addition of pedestrian lighting;
  - Improvements to the adjacent sidewalks, curbs, gutters and water network; and,
  - Additional street parking due to the removal of the existing driveway on Sunnyhurst Road.
- The design meets the Green Building Policy Gold standard and is compliant with the BC Energy Step Code;
- Although the Accessible Design Policy does not apply to developments with fewer than five units, basic and enhanced accessible design elements have been included; and,
- A draft construction management plan has been submitted, with a final version required before a building permit would be issued.

Ms. Nordin further advised that a facilitated Public Information Meeting was held on February 8, 2017 and two members of the public attended. The proposal was well received.

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

##### **4.1. Mr. Mike Brody, Brody Developments:**

- Reported that the permitted density at the site could have accommodated four units;
- Noted the design was reduced to three units to increase the size of the side yard; and,
- Advised he was available to answer questions.

In response to a question from Council regarding the reduction in the number of units, the applicant advised that parking was a concern and there is a strong demand for larger townhouses.

In response to a question from Council, the applicant advised that the price of the units in the current market would be over \$1 million and that the largest unit would be in the \$1.4 to \$1.5 million range.

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

Nil

**6. COUNCIL RESOLUTION**

**MOVED by Councillor HANSON**  
**SECONDED by Councillor BOND**

THAT the November 28, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)" be returned to Council for further consideration.

**CARRIED**  
(7:18 p.m.)

**CERTIFIED CORRECT:**

  
Confidential Council Clerk

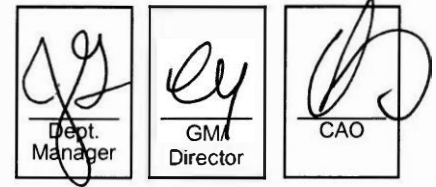


## REPORTS

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: December 11, 2017
<input type="checkbox"/> Other:	Date: _____

9.1



## The District of North Vancouver REPORT TO COUNCIL

November 27, 2017  
File: 01.0530

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

**SUBJECT:** 2018 Council Meeting Schedule and Acting Mayor Schedule

### RECOMMENDATION:

THAT the 2018 Council Meeting Schedule is approved;

AND THAT the 2018 Acting Mayor Schedule is approved.

### REASON FOR REPORT:

The reason for this report is to provide Council with an opportunity to approve the 2018 Council Meeting and Acting Mayor Schedules.

### BACKGROUND:

Council must annually approve a schedule of regular public meetings for the forthcoming year. In addition, Council must annually approve an Acting Mayor schedule.

### ANALYSIS:

- **Regular Schedule of Meetings**

The Council Procedure Bylaw requires Council meetings to be held on the first and third Mondays of each month, unless the Monday falls on a statutory holiday or unless otherwise resolved. The Council meeting schedule has been prepared with an increased number of Regular Council meetings to facilitate the business of Council.

- **Council Workshops**

The Council Procedure Bylaw requires Committee of the Whole meetings to be held on a regular basis at 7:00 p.m. in the committee room of the District Hall on the second and fourth Monday of each month, except August, unless otherwise resolved by Council. The Committee of the Whole meetings were restructured to Council Workshops in December of 2015. The proposed schedule has been prepared based on this restructure and in accordance with the request of Council to increase meeting time to ensure that items can be thoroughly discussed without time pressures.

- **Summer Schedule**

In accordance with Corporate Policy 1-0570-7 – Summer Schedule no meetings have been scheduled in August. Past practice has held that Council recesses beginning in the last

week of July until following the Labour Day weekend. Accordingly, no meetings have been scheduled on July 31, August 14, 21 and 28, 2018.

- **Spring Break**

At the request of Council no meetings have been scheduled for March 5 and 26, 2018.

- **Conferences**

The 2018 Annual FCM Conference is being held in Halifax from May 31 to June 3, 2018 and the 2018 UBCM Annual Conference is being held in Whistler from September 10 to 14, 2018. Since it's likely that several members of Council will be attending the Conferences, the June 4 and September 10 meetings are cancelled.

- **Elections**

The 2018 Local Government Elections will be held on October 20, 2018 with advance voting opportunities scheduled on October 10, 13 and 15 at the Municipal Hall; therefore, to facilitate the electoral process the October 15 and 22 meetings are cancelled.

- **Acting Mayor Schedule**


In accordance with legislative changes the 2018 Local Government Elections will be held on the third Saturday in October and the Inaugural meeting has been moved from the first Monday in December to the first Monday in November; therefore, the allocated Acting Mayor dates have been adjusted to reflect the reduced number of days required for Acting Mayor coverage in 2018.

**Options:**

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

- 1) Consent to the 2018 Council Meeting and Acting Mayor Schedules as presented herein;  
or,
- 2) Discuss and agree upon changes.

Respectfully submitted,



Linda Brick

Deputy Municipal Clerk

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 _____	

**Attachment A**

**2018 Acting Mayor Dates**

<b>Start Date</b>	<b>End Date</b>	<b>Councillor</b>
December 25, 2017	January 19, 2018	Lisa Muri
January 20, 2018	February 15, 2018	Lisa Muri
February 16, 2018	March 13, 2018	Robin Hicks
March 14, 2018	April 8, 2018	Mathew Bond
April 9, 2018	May 5, 2018	Robin Hicks
May 6, 2018	May 31, 2018	Mathew Bond
June 1, 2018	June 27, 2018	James Hanson
June 28, 2018	July 23, 2018	James Hanson
July 24, 2018	August 18, 2018	Roger Bassam
August 19, 2018	September 14, 2018	Roger Bassam
September 15, 2018	October 10, 2018	Doug MacKay-Dunn
October 11, 2018	November 5, 2018	Doug MacKay-Dunn

Attachment B

District of North Vancouver  
Council Schedule - 2018

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

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

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

November 5, 2018 is the inaugural meeting.

January 2018

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

February 2018

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

March 2018

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

April 2018

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

May 2018

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

June 2018

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

July 2018

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

August 2018

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

September 2018

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

October 2018

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

November 2018

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

December 2018

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

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: December 11, 2017
<input type="checkbox"/> Other:	Date: _____

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

### REPORT TO COUNCIL

December 5, 2017  
File: 09.3900.01/000.000

**AUTHOR:** Carol Walker, Chief Bylaw Officer

**SUBJECT:** Amendments to the Zoning Bylaw, the Business Licence Bylaw and Bylaw Notice Enforcement Bylaw for Enforcement Purposes

---

**RECOMMENDATION:**

1. THAT "Zoning Bylaw 3210, 1964, Amendment Bylaw 8282" is given FIRST reading and referred to a Public Hearing;
2. AND THAT "Business Licence Bylaw 4567, 1974, Amendment Bylaw 8283" is given FIRST reading;
3. AND THAT pursuant to Section 59 (2) (b) of the *Community Charter*, Bylaw 8283 is referred to a Public Meeting to provide an opportunity for persons who consider they are affected by the bylaw to make representations to Council;
4. AND THAT pursuant to Sections 59 (2) (a) and (3) of the *Community Charter*, Council direct staff to give notice of its intention to hold a Public Meeting as follows:
  - a. The notice shall state the following:
    - i. the time and date of the Public Meeting;
    - ii. the place of the Public Meeting;
    - iii. in general terms the purpose of the bylaw; and
    - iv. the place and the times and dates when copies of the bylaw may be inspected.
  - b. The notice shall be published in at least 2 consecutive issues of a newspaper, the last publication to appear not less than 3 days and not more than 10 days before the Public Meeting.
5. AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8285" is given FIRST reading.

**SUBJECT: Amendments to the Zoning Bylaw, the Business Licence Bylaw and Bylaw Notice Enforcement Bylaw**

November 24, 2017

Page 2

**REASON FOR REPORT:**

Staff recently performed an enforcement “housekeeping” review of the enforcement sections of the Zoning and Business Licence Bylaws. The attached bylaws increase the penalty amounts for certain existing regulations to encourage bylaw compliance.

**SUMMARY:**

The Zoning Bylaw and the Business Licence Bylaw amending bylaws update the enforcement sections to incorporate the provisions of the *Community Charter* and penalties. The Bylaw Notice Enforcement Bylaw amending bylaw will include those designated expressions and fines to enable ticketing by bylaw notice.

**EXISTING POLICY:**

The *Community Charter* establishes maximum fines of \$10,000 by way of summary conviction under the *Offence Act* and maximum Municipal Ticket Information (MTI) ticket of \$1,000, and a disputed MTIs are heard in Provincial Court.

The *Local Government Bylaw Notice Enforcement Act* sets a maximum of \$500 fine, and enables a disputed bylaw notice be heard at the local level in an Adjudication Hearing.

**ANALYSIS:**

These amendments are recommended to strengthen the District’s ability to enforce its bylaws. By increasing the punishment for an offender for a wrong committed again the public, the District can encourage future bylaw compliance.

**Zoning Bylaw**

Changes include:

- updated language in Part 12 Enforcement to reference the *Community Charter* and to increase the maximum penalties under summary conviction to \$10,000 provided for in the *Offence Act*;
- a new clear offence in Part 3 General Operative Clauses (s. 302) to ticket for “breach of land use other than permitted”, for all zones and added a new designated expression and maximum MTI fine of \$1000 to Part 12;
- a designated expression to Part 12 for an existing regulation in section 403A(1)(j) regarding the growing/dispensing of marihuana to enable ticketing with a maximum MTI fine of \$1000; and
- Fixed specific housekeeping/clerical errors of:
  - designated expressions section numbers in Part 12 affecting numbering, currently shown as 501.2(a)(ii) and 501.2(a)(iii) a-e).
  - added a bracket to letters in the existing section 403(1) i) and j) to continue existing formatting styles
  - fixed clerical errors in Table 508.2 from “x” to “+” (calculating floor/space ratio)

**SUBJECT: Amendments to the Zoning Bylaw, the Business Licence Bylaw and Bylaw Notice Enforcement Bylaw**

November 24, 2017

Page 3

**Business Licence Bylaw**

Changes include:

- updated language in the enforcement section to incorporate the reference and provisions of the *Community Charter* and to increase the maximum penalties to \$10,000 as provided for in the *Offence Act*.

**Bylaw Notice Enforcement Bylaw**

The amendment to the bylaw includes:

- the revised offences from the Zoning Bylaw in order to issue fines by bylaw notice; and
- a maximum fine of \$500 each for section 302 (breach of land use) and 403(1)(j) (grow/dispense marihuana).

**Consultation:**

In accordance with the *Local Government Act* staff recommend a Public Hearing be held for the proposed Zoning Bylaw amendment bylaw. Furthermore, staff recommend that a Public Meeting be held for Council to hear directly from persons who consider they are affected by the Business License Bylaw amendment bylaw, and that the notice of the Public Meeting be provided as described in this report.

Both the Public Hearing for the Zoning Bylaw amendment and the Public Meeting for the Business License Bylaw amendment could occur on the same night.

**Conclusion:**

Housekeeping changes to the Zoning Bylaw and Business Licence Bylaw related to enforcement are necessary and are presented in the attached amending bylaws, along with inclusion of penalties in the Bylaw Notice Enforcement Bylaw.

**Options:**

1. THAT "Zoning Bylaw 3210, 1964, Amendment Bylaw 8282" is given FIRST reading and referred to a Public Hearing;
2. AND THAT "Business Licence Bylaw 4567, 1974, Amendment Bylaw 8283" is given FIRST reading;
3. AND THAT pursuant to Section 59 (2) (b) of the *Community Charter*, Bylaw 8283 is referred to a Public Meeting to provide an opportunity for persons who consider they are affected by the bylaw to make representations to Council;
4. AND THAT pursuant to Sections 59 (2) (a) and (3) of the *Community Charter*, Council direct staff to give notice of its intention to hold a Public Meeting as follows:

**SUBJECT: Amendments to the Zoning Bylaw, the Business Licence Bylaw and  
Bylaw Notice Enforcement Bylaw**

November 24, 2017

Page 4

- a. The notice shall state the following:
    - i. the time and date of the Public Meeting;
    - ii. the place of the Public Meeting;
    - iii. in general terms the purpose of the bylaw; and
    - iv. the place and the times and dates when copies of the bylaw may be inspected.
  - b. The notice shall be published in at least 2 consecutive issues of a newspaper, the last publication to appear not less than 3 days and not more than 10 days before the Public Meeting.
5. AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8285" is given FIRST reading.

**OR**

6. That no further action be taken at this time.

Respectfully submitted,



Carol Walker  
Chief Bylaw Officer

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

## The Corporation of the District of North Vancouver

### Bylaw 8282

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. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1367 (Bylaw 8282)”.

#### Amendments

2. Zoning Bylaw 3210, 1965 is amended by:

- (a) deleting section 302 and substituting the following:

A person must not use any land, building or structure in any zone for a use other than a use that is specifically permitted in the zone in which it is located.

- (b) closing the bracket around the section numbers for subsections (i) and (j) to section 403A to be consistent with the subsection numbering in section 403A;

- (c) amending the Table 508.2 in section 508.2 by deleting “0.35 x 32.5m<sup>2</sup>” and substituting “0.35 + 32.5m<sup>2</sup>” in the Regulation column;

- (d) deleting “Municipal Act” and substituting “Community Charter, RSC 2003, c. 26 (the “*Community Charter*”) in section 1203;

- (e) deleting section 1204 and substituting the following:

- (a) Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.

- (b) Any person who violates any of the provisions of this bylaw is liable upon summary conviction to a penalty of up to \$10,000.00.

- (f) deleting the “section 272 of the *Local Government Act*, R.S.B.C. 1996, c. 323 (the “*Local Government Act*”)” and substituting section 264 of the *Community Charter* in section 1205;

(g) deleting the "section 272 of the *Local Government Act*" and substituting section 264 of the *Community Charter* in section 1206;

(h) deleting the first paragraph of section 1207 and substituting the following:

Pursuant to sections 264(1)(c) and 265(1)(a) of the *Community Charter*, the table below sets out the designated expressions for offences under this bylaw with the corresponding bylaw section number and fine amount:

(i) Adding the following offences and fines to section 1207 in numerical order by section number:

Use of property for use not permitted in zone	302	\$1,000.00
Grow or dispense marihuana	403A(1)(j)	\$1,000.00

(j) Deleting the offences related to section 501.2 in section 1207 and substituting the following:

Excess Boarders or Lodgers	501.1(b)(ii)	\$200.00
Secondary Suite Not Permitted in Zone	501.1(b)(iii)(a)	\$200.00
More than One Secondary Suite	501.1(b)(iii)(b)	\$200.00
Secondary Suite Not Owner Occupied	501.1(b)(iii)(c)	\$200.00
Un-permitted Secondary Suite	501.1(b)(iii)(d)	\$200.00
Un-permitted Boarder/Lodger	501.1(b)(iii)(d)	\$200.00
Secondary Suite Exceed Floor Area	502.4	\$200.00

**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

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

## **Bylaw 8283**

A bylaw to amend Business Licence Bylaw 4567, 1974

---

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

### **Citation**

1. This bylaw may be cited as "Business Licence Bylaw 4567, 1974, Amendment Bylaw 8283, 2017 (Amendment 48)".

### **Amendments**

2. The Business Licence Bylaw 4567, 1974 is amended by:
  - (a) deleting sections 523 through to and including section 523C and substituting the following:

#### **523 OFFENCES**

Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.

#### **523A PENALTY**

Any person who violates any of the provisions of this bylaw is liable upon summary conviction to a penalty of up to \$10,000.00.

#### **523B DESIGNATION OF BYLAW**

This Bylaw is designated under section 264 of the *Community Charter*, SBC 2003, c. 26 (the "*Community Charter*") as a bylaw that may be enforced by means of a ticket in the form prescribed.

#### **523C DESIGNATION OF BYLAW ENFORCEMENT OFFICERS**

Bylaw Enforcement Officers and members of the Royal Canadian Mounted Police are designated to enforce this bylaw by means of a ticket under section 264 of the *Community Charter*.

- (b) deleting the first paragraph of section 523D and substituting the following:

523D **TICKETING**

Pursuant to Sections 264(1)(c) and 265(1)(a) of the *Community Charter*, the table below sets out the designated expressions for offences under this bylaw with the corresponding bylaw section number and fine amount:

**READ** a first time

**READ** a second time

**READ** a third time

**NOTICE** given under Section 59 of the *Community Charter* on \_\_\_\_\_ and

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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



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

**Bylaw 8285**

A bylaw to amend the Bylaw Notice Enforcement Bylaw 7458, 2004

The Council for The Corporation of The District of North Vancouver enacts the following:

**Citation**

1. This bylaw may be cited as "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8285, 2017 (Amendment 33)".

**Amendments**

2. Schedule A to Bylaw 7458 is amended by adding the following offences to the Zoning Bylaw No. 3210, 1965 section, inserted in the appropriate numerical order in the table:

Bylaw Section	Description	A1 Penalty Amount (\$)	A2 Discounted Penalty (within 14 days) (\$)	A3 Late Payment (after 28 days) (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount (\$)
<b>Zoning Bylaw 3210, 1965</b>						
302	Use of property for use not permitted in zone	500	375	750	NO	N/A
403A(1)(j)	Grow, harvest, store, package, dispense or sell marihuana or its preparations, derivatives and similar synthetic preparations	500	375	750	NO	N/A

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 28, 2017  
File: 08.3060.20/035

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

**SUBJECT:** **Bylaws 8262, 8263, 8264 and 8277: 1923 Purcell Way and Capilano University - Rezoning and Development Permit for Multi-Family and Student Housing**

### RECOMMENDATION:

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)" is given SECOND Reading as amended;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)" is given THIRD Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8264, 2017 (1923-1959 Purcell Way)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8277, 2017 (2055 Purcell Way)" is given SECOND and THIRD Readings.

### REASON FOR REPORT:

Bylaws 8262, 8263, 8264 and 8277 received First Reading on November 6, 2017. A Public Hearing for Bylaws 8262 and 8263 was held and closed on November 21, 2017.

During the production process of the November 6, 2017 agenda a map attached to Bylaw 8262 as Schedule A was inadvertently omitted from the agenda package; it is therefore recommended that Council amend Bylaw 8262 at Second Reading to include Schedule A. The bylaw and the map were included as part of the information available during the public hearing process.

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

### Options:

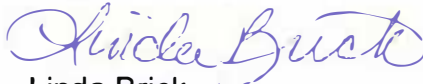
1. Give the bylaws Second and Third Readings; or,
2. Give no further Readings to the bylaws and abandon the bylaws at First Reading.

**SUBJECT: Bylaws 8262, 8263, 8264 and 8277: 1923 Purcell Way and Capilano University - Rezoning and Development Permit for Multi-Family and Student Housing**

November 28, 2017

Page 2

Respectfully submitted,



Linda Brick

Deputy Municipal Clerk

**Attachments:**

- Bylaw 8262 - District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)
- Bylaw 8263 - District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)
- Bylaw 8264 - Housing Agreement Bylaw 8264, 2017 (1923-1959 Purcell Way)
- Bylaw 8277 - Housing Agreement Bylaw 8277, 2017 (2055 Purcell Way)
- Public Hearing Report – November 21, 2017
- Staff report dated October 26, 2017

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev.	<input type="checkbox"/> Clerk's Office	External Agencies:
<input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Communications	<input type="checkbox"/> Library Board
<input type="checkbox"/> Utilities	<input type="checkbox"/> Finance	<input type="checkbox"/> NS Health
<input type="checkbox"/> Engineering Operations	<input type="checkbox"/> Fire Services	<input type="checkbox"/> RCMP
<input type="checkbox"/> Parks	<input type="checkbox"/> ITS	<input type="checkbox"/> 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 8262**

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

---

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

### **1. Citation**

This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)".

### **2. Amendments**

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

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 5: Low Density Apartment" (RES5) to "Institutional".

**READ** a first time November 6<sup>th</sup>, 2017 by a majority of all Council members.

**PUBLIC HEARING** held November 21<sup>st</sup>, 2017

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

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

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

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Mayor

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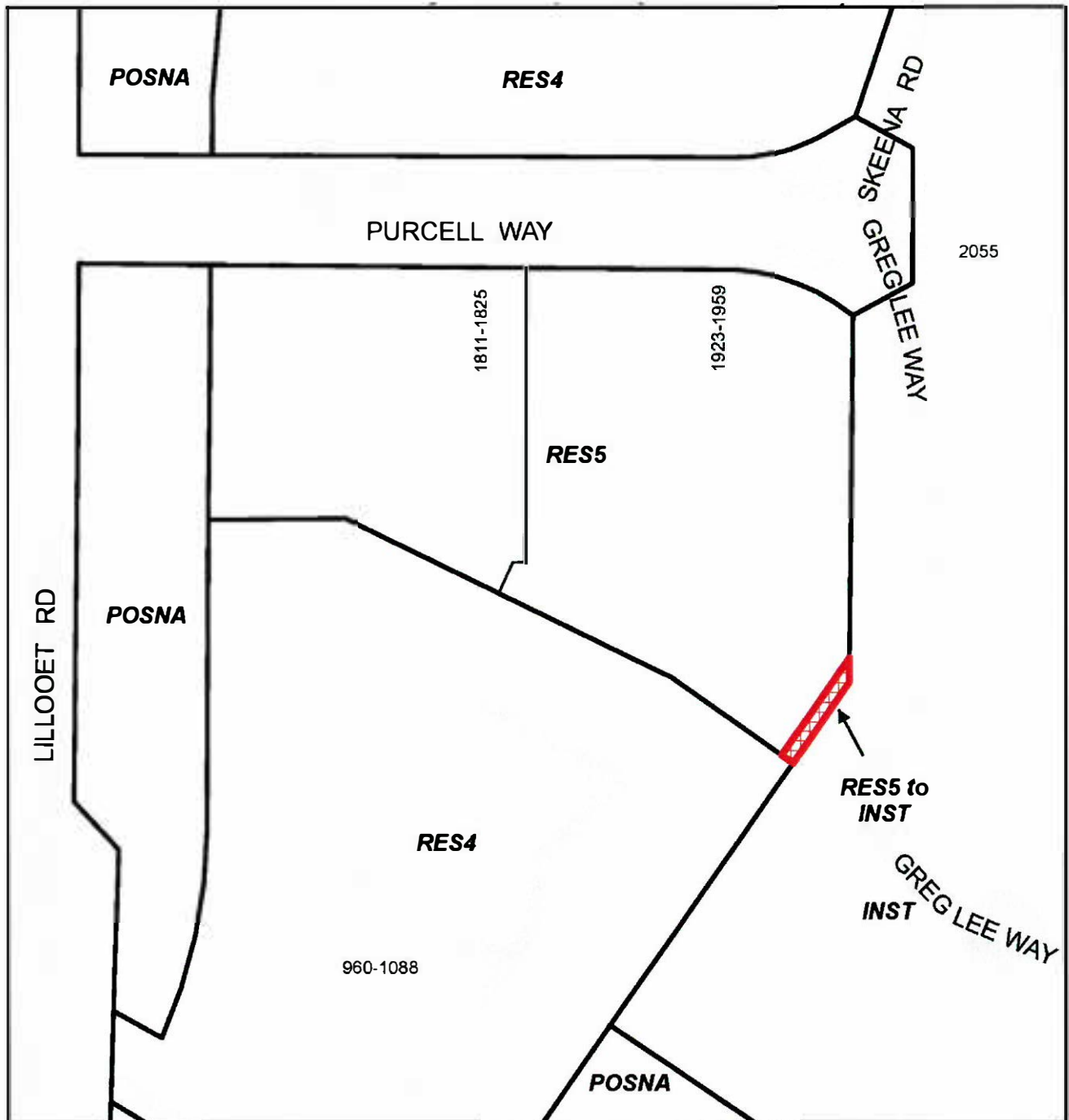
Municipal Clerk

Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8262



RESIDENTIAL LEVEL 5: LOW DENSITY APARTMENT (RES5) TO INSTITUTIONAL (INST)



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

## **Bylaw 8263**

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

---

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

### **1. Citation**

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)”.

### **2. Amendments**

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

(a) Part 2A, Definitions is amended by adding CD 109 to the list of zones that Part 2A applies to.

(b) Part 2A, Definitions is amended by adding the following definition:

*“multi-family flex unit”* means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m<sup>2</sup> (796.5 sq. ft.) and contains a defined area (the “lock-off room”) for potential separate accommodation, where the “lock-off room” is not a separate strata lot.

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

“Comprehensive Development Zone109                      CD 109”

(d) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**“4B109 Comprehensive Development Zone 109                      CD 109**

**The CD 109 zone is applied to:**

1923, 1935, 1947 and 1959 Purcell Way

As illustrated on Schedule A.

#### **4B109-1 Intent**

The purpose of the CD 109 Zone is to permit a multi-family residential development which includes apartments and townhouses.

#### **4B109-2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 109 Zone:

a) Uses Permitted Without Conditions:

*Not Applicable*

b) Conditional Uses:

i) *Residential use*

#### **4B109-3 Conditions of Use**

- a) Residential: *Multi-family flex units* are only permitted when the following conditions are met:
- (a) Where the total multi-family flex unit has a gross floor area of not less than 74 m<sup>2</sup> (796.5 sq. ft.)
  - (b) Where the defined "lock off area" is not less than 24 m<sup>2</sup> (258.3 sq. ft.) and not more than 37 m<sup>2</sup> (398 sq. ft.);
  - (c) Where the defined "lock off area" is not a separate strata lot;
  - (d) Where the defined "lock off area" includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
  - (e) Where the defined "lock off area" has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.
- b) **Residential:** *Residential use* is only permitted when the following conditions are met:
- (a) Each dwelling unit has access to private or semi-private outdoor space; and
  - (b) Each dwelling unit has access to bicycle storage.

#### **4B109-4 Accessory Use**

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units.



#### **4B109-5 Density**

- a) The maximum permitted density is 90 residential units and 1.0 floor space ratio.
- b) For the purpose of calculating *gross floor area* the following are exempted:
  - i. Underground parking completely below finished grade;
  - ii. Underground storage completely below finished grade;
  - iii. Shared bicycle facilities including parking, storage, maintenance and washing areas located in the parkade;
  - iv. The shared amenity building of up to 450 m<sup>2</sup> (4,844 sq. ft.);
  - v. Additional amenity space in the apartment building of up to 50 m<sup>2</sup> (538 square feet);

#### **4B109-6 Amenities**

- a) Despite Subsection 4B109-5, permitted density in the CD 109 Zone is increased to a maximum of 17,563 m<sup>2</sup> (189,051 sq. ft.) *gross floor area* and 184 units if the owner:
  - i. Contributes \$1,698,940 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities and child care; and
  - ii. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

#### **4B109-7 Setbacks**

- a) Minimum required setbacks to building face:

<b>Setback measured to the Property Line</b>	<b>Minimum Required Setback to Building Face</b>
North Property Line, next to Purcell Way	4.9 m (16.1 ft.)
West Property Line	6.41 m (21 ft.) Except that the shared amenity building may have a 0 m setback.

From East Property Line next to Greg Lee Way and Capilano University	
i) Townhouse Building 7, in accordance with Schedule B	i) 0 m
ii) Apartment Building	ii) 2m (6.5 ft)
From South Property Line	6.1m (20 ft.)

- b) Minimum required setbacks to balconies and other extensions may not encroach more than 1.8 m (6.0 ft) into any setback area and cannot extend beyond a property line.

#### **4B109-8 Height**

- a) The maximum permitted height for any building in the CD 109 Zone, shall be regulated as follows, where building numbers are listed on Schedule B:

<b>Building</b>	<b>Maximum Permitted Height</b>	<b>Maximum Permitted number of stories</b>
Apartment Building	26.5 m (87 ft)	6 stories
Amenity Building	10.7m (35 ft)	2 stories
Townhouse 1	12.2m (40 ft)	4 stories
Townhouse 2	13.7 m (45 ft)	4 stories
Townhouse 3	13.1 m (43 ft)	3 stories
Townhouse 4	15.24 (50 feet)	4 stories
Townhouse 5	13.7 m (45 ft)	4 stories
Townhouse 6	12.8 (42 ft)	4 stories
Townhouse 7	14.0 m (46 ft)	4 stories

- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 109 zone: Elevator penthouses, emergency exit stairs, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 3.0 metres (10 feet) above the highest point of any roof surface.

#### **4B109-9 Coverage**

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 55%.

#### **4B109-10 Landscaping and Storm Water Management**

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2m (6.6. ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from view:
  - i) any utility boxes, vents or pumps that are not located underground and/ or within a building; and
  - ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground or within a building.

#### **4B109-11 Parking, Loading and Servicing Regulations**

- a) Parking and loading are required as follows

<b>Use</b>	<b>Parking Requirement</b>
<i>Residential</i> dwelling unit in a mid rise, low rise, or high rise building	1.2 space/ unit
<i>Residential</i> townhouse dwelling unit	1.75 space/ unit
<i>Residential</i> townhouse dwelling unit with a "lock off unit"	2.25 space/ unit
<i>Residential</i> Visitor Parking	0.1 space / unit

- b) Bicycle storage for residents shall be provided on the basis of two spaces per unit.
- c) Except as specifically provided in 4B109-11 (a) and (b) Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."

- 2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Low Rise Residential Zone 1 (RL1) to Comprehensive Development Zone 109 (CD 109).

2.3 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Low Rise Residential Zone 1 (RL1) to Public Assembly (PA).

2.4 The Siting Area Map section is amended by:

(a) Deleting Plan Section R/14C1 and replacing it with the revised Plan Section R/14 C1 attached in Schedule C; and,

(b) Deleting Plan Section PA/5 and replacing it with the revised Plan Section PA/5 attached in Schedule D.

**READ** a first time November 6<sup>th</sup>, 2017

**PUBLIC HEARING** held November 21<sup>st</sup>, 2017

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1361 (Bylaw 8263)" as at Third Reading

---

Municipal Clerk

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

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

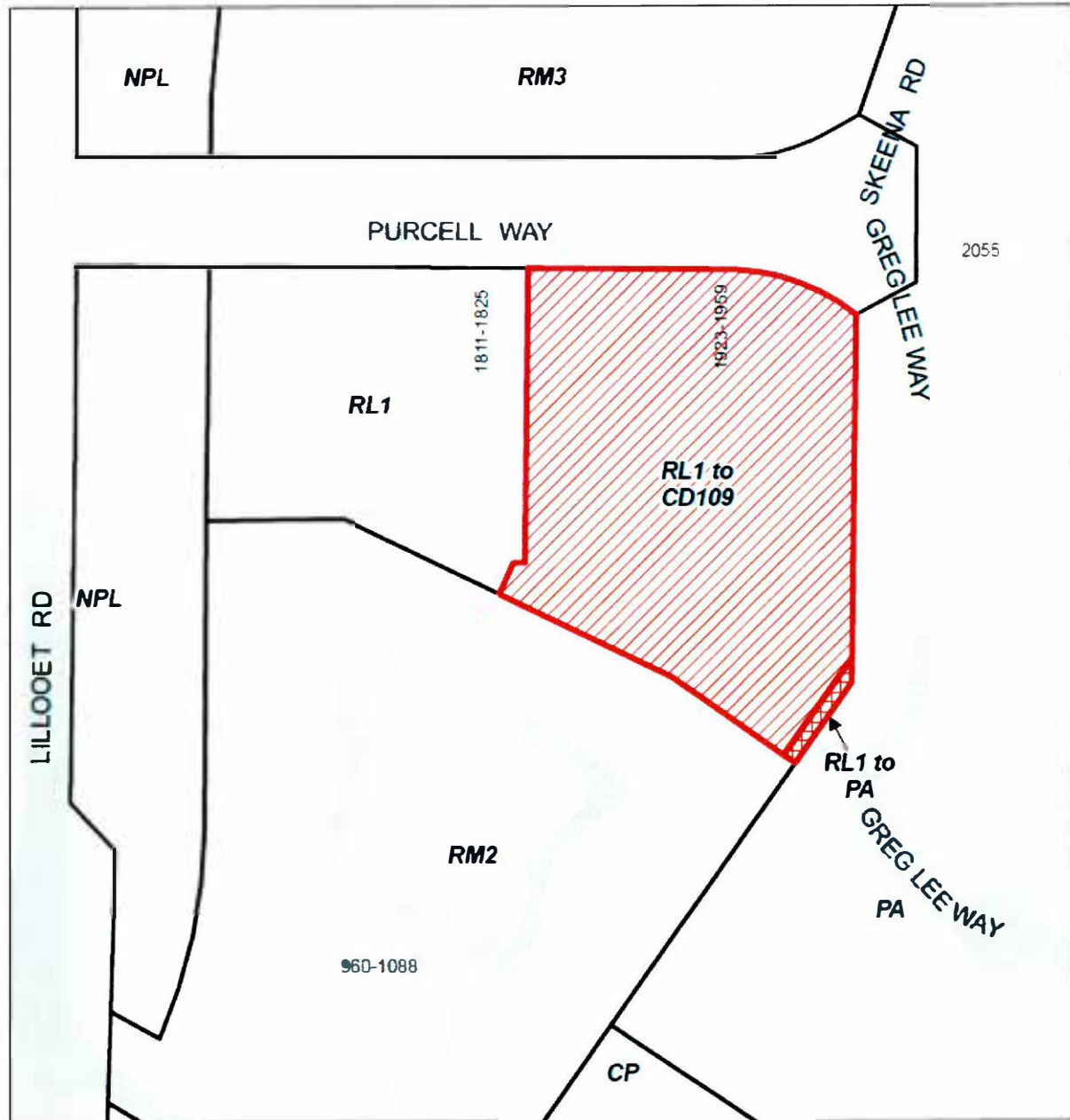
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Municipal Clerk

Schedule A to Bylaw 8263

**BYLAW 8263**

The District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)



LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO  
COMPREHENSIVE DEVELOPMENT ZONE 109 (CD109)

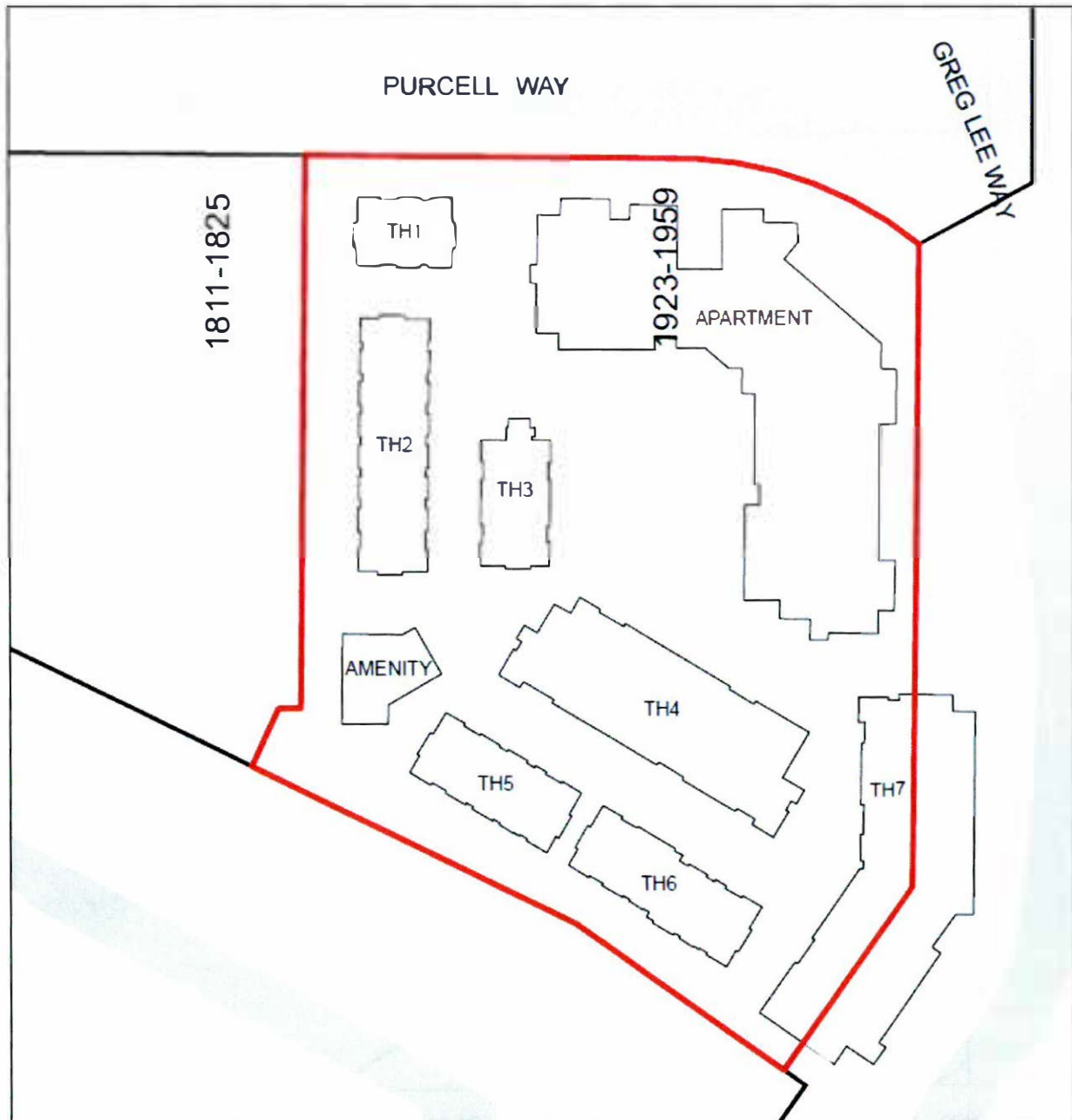


LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO  
PUBLIC ASSEMBLY ZONE (PA)

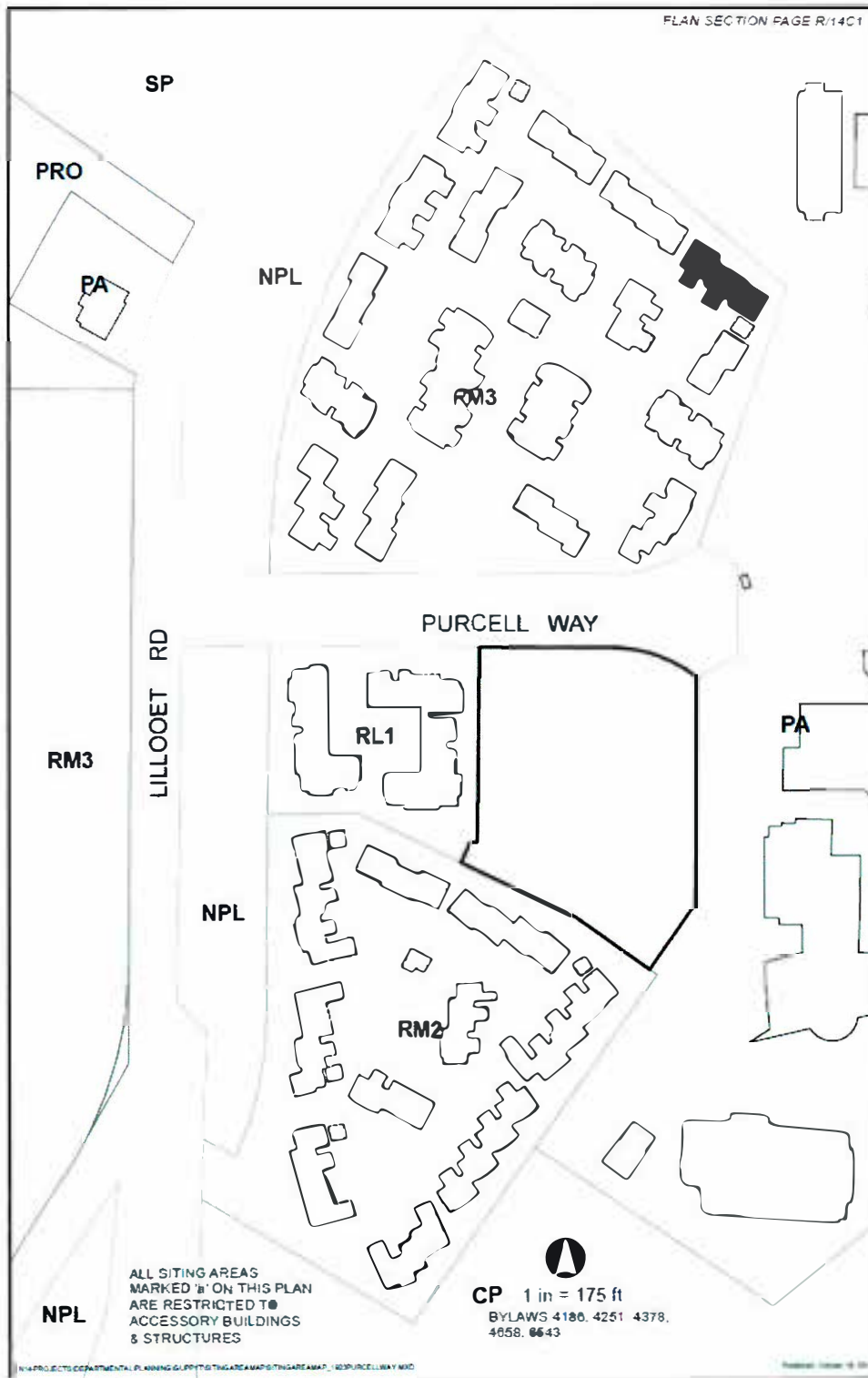


## Schedule B to Bylaw 8263

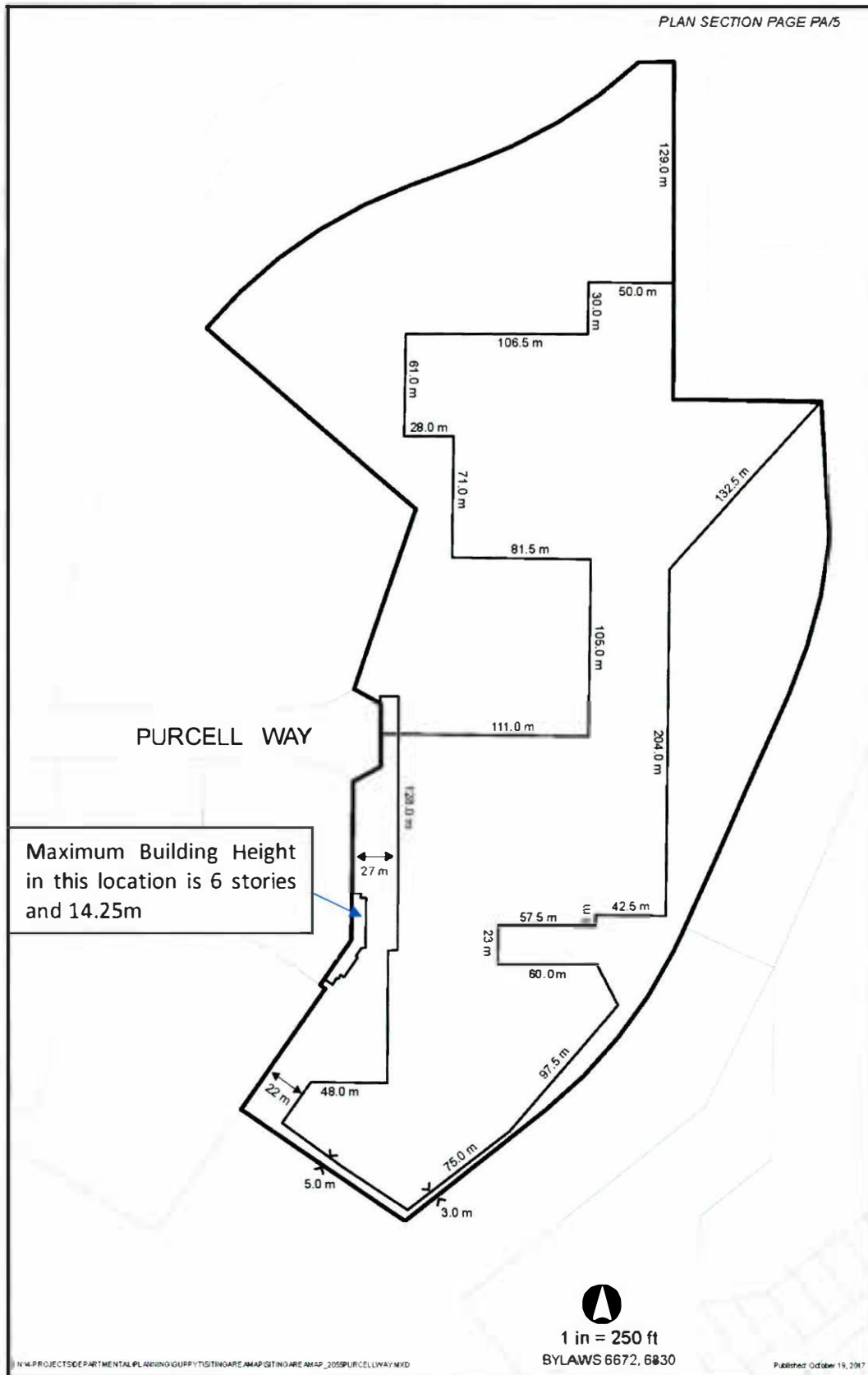
Building Numbering as referenced in Comprehensive Development Zone 109  
(CD109) Sections 4B109-7 Setbacks and 4B109-8 Height



# Schedule C to Bylaw 8263



# Schedule D to Bylaw 8263





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

## **Bylaw 8264**

A bylaw to enter into a Housing Agreement  
(1923-1959 Purcell Way)

---

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 8264, 2017 (1923-1959 Purcell Way)".

### **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 Woodbridge Homes Ltd., or its assignee, substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the parcel located at 1923 Purcell Way in the District of North Vancouver shown diagonally hatched on the sketch plan attached hereto as Schedule "A".

### **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 November 6<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

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Municipal Clerk

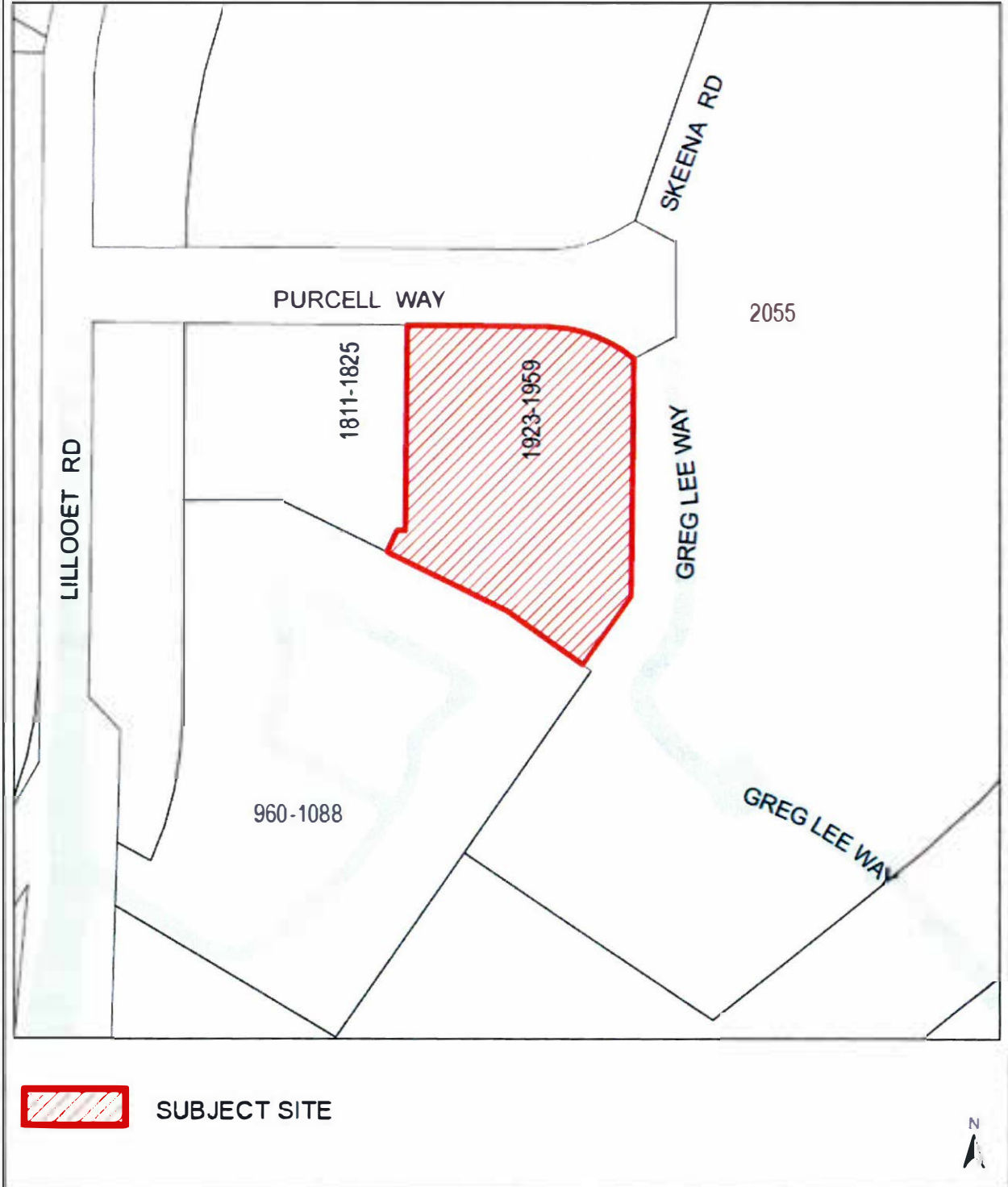
Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8264

**BYLAW 8264**



## Schedule B to Bylaw 8264

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

a company incorporated under the laws of the Province of British Columbia having an office at

(the "Developer")

AND:

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

(the "District")

WHEREAS:

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

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

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) *"Development Permit"* means development permit No. \_\_\_\_\_ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Owner"* means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) *"Proposed Development"* means the proposed development containing not more than \_\_\_\_\_ 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 8264 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw \_\_\_\_ (Bylaw \_\_\_\_), 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:

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 8264.

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 8277**

A bylaw to enter into a Housing Agreement  
(2055 Purcell Way)

---

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 8277, 2017 (2055 Purcell Way)".

**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 Capilano University substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the portion of PID 003-731-383 Block E District Lots 612, 614 and 620 Plans 18448 and \_\_\_\_\_ shown cross-hatched on the sketch plan attached hereto as Schedule "A".

**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 November 6<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

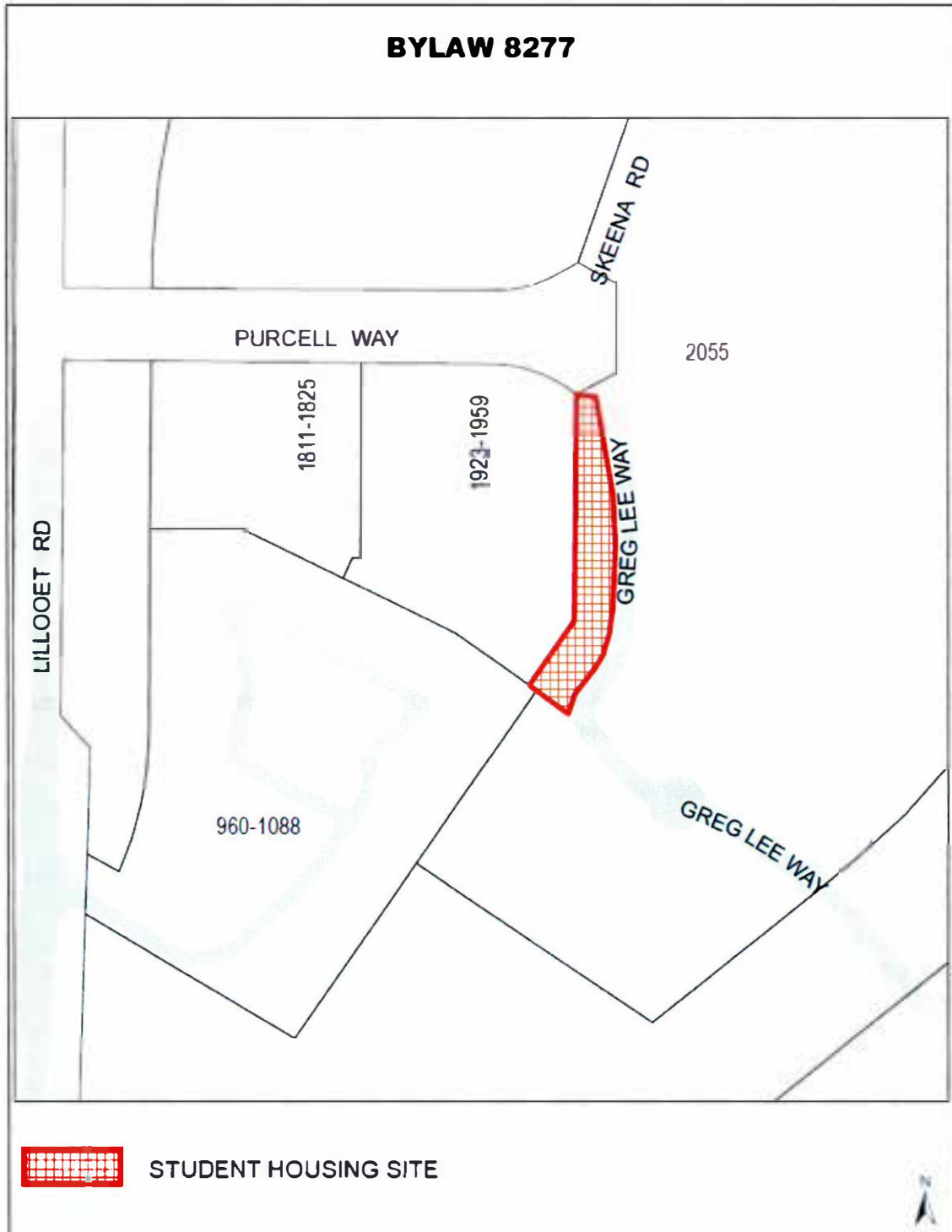
Certified a true copy

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Municipal Clerk

# Schedule A to Bylaw 8277

## Sketch Plan



**Schedule B to Bylaw 8277**

**SECTION 219 HOUSING AGREEMENT COVENANT**

THIS AGREEMENT dated for reference the \_\_ day of \_\_\_\_\_, 201\_\_

BETWEEN:

**CAPILANO UNIVERSITY** 2055 Purcell Way, North  
Vancouver, B.C. V7J 3H5

("Capilano University")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH  
VANCOUVER**, 355 West Queens Road, North Vancouver, BC  
V7N 4N5

(the "District")

WHEREAS:

1. Capilano University is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "**Land**");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
4. Capilano University and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Owner and other good and valuable consideration, the receipt and sufficiency of which the

Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:
  - (a) “Building” means the building on the Land contemplated in the Development Covenant;
  - (b) “Development Covenant” means the section 219 covenant registered under number \_\_\_\_\_ at the LTO against the Owner’s title to the portion of the Land outlined in heavy black on the reference plan of covenant prepared by \_\_\_\_\_, BCLS, deposited in the LTO under number \_\_\_\_\_;
  - (c) “Land” has the meaning given to it in Recital A hereto;
  - (d) “LTO” means the Lower Mainland Land Title Office and any successor of that office;
  - (e) “Owner” means Capilano University any person or persons registered in the LTO as owner of the Land; and
  - (f) “University Rental Housing” has the meaning given to it in the Development Covenant.
2. **University Housing** – The Building shall not be used or occupied for any purpose whatsoever save and except for the purposes of University Rental Housing.
3. **No Strata Subdivision** – The Building shall not be subdivided under the *Strata Property Act* (British Columbia).
4. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “A”, sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
5. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.



6. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
  - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
  - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
7. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (e) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
  - (f) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
  - (g) time is of the essence;
  - (h) all provisions are to be interpreted as always speaking;
  - (i) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
  - (j) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
  - (k) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

- (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
  - (m) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
8. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

Attention:  
Fax: (604)

- (b) if to the District, as follows:

The Corporation of the District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: General Manager, Planning, Properties and Permits  
Facsimile: (604)

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this Section.

9. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.

10. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
11. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
12. **No Effect on Laws or Powers** – This Agreement and the Owner’s contributions, obligations and agreements set out in this Agreement do not:
  - (a) affect or limit the discretion, rights or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
  - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
13. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
14. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
15. **Agreement for Benefit of District Only** – The Owner and the 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 tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Suite; and

- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
16. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
17. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
18. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
19. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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 and unaffected by that holding or by the severance of that part.
20. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
21. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
22. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**Schedule "A"**

CANADA

PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT with  
the District of North Vancouver ("Housing  
Agreement")

I, \_\_\_\_\_, OF \_\_\_\_\_, British Columbia, do solemnly  
declare:

1. That I am the Owner of the portion of the parcel (the "Land") legally described as [insert legal] identified in the housing agreement registered at the Land Title Office against title to said parcel under number \_\_\_\_\_ (the "Housing Agreement"), and make this declaration to the best of my personal knowledge.

[or]

That I am the \_\_\_\_\_ (director, officer, employee) of the Owner of the portion of the parcel (the "Land") legally described as [insert legal] identified in the housing agreement registered at the Land Title Office against title to said parcel under number \_\_\_\_\_ (the "Housing Agreement"), and [make this declaration to the best of my personal knowledge] [have been informed by \_\_\_\_\_ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the building on the Land, as described in the Housing Agreement was use and occupied only as university rental housing in accordance with the Housing Agreement.
4. 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 pursuant to the *Canada Evidence Act*.

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

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British Columbia

\_\_\_\_\_  
) Signature of person making declaration

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**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

**1923 Purcell Way & Capilano University  
Multi-Family & Student Housing**

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 21, 2017 commencing at 7:16 p.m.

**Present:** Mayor R. Walton  
Councillor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn (7:29 pm)

**Absent:** Councillor L. Muri

**Staff:** Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. C. Archer, Confidential Council Clerk  
Ms. T. Guppy, Development Planner

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**District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment  
Bylaw 8262, 2017 (Amendment 30)**

*Purpose of Bylaw:*

Bylaw 8262 proposes to amend the OCP land use designation of a small portion of 1923 Purcell Way from Residential Level 5: Low Density Apartment (RES5) to Institutional.

**District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)**

*Purpose of Bylaw:*

Bylaw 8263 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 109 (CD109) and rezone 1923 Purcell Way from Low Rise Residential Zone 1 (RL1) to Comprehensive Development Zone 109 (CD109). The CD109 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking. Bylaw 8263 also proposes to rezone a small portion of 1923 Purcell to Public Assembly (PA) to facilitate the construction of a student housing project.

**1. OPENING BY THE MAYOR**

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

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

- 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**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaws, stating that Bylaw 8262 proposes to amend the OCP land use designation of a small portion of 1923 Purcell Way from Residential Level 5: Low Density Apartment (RES5) to Institutional. Bylaw 8263 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 109 (CD109) and rezone 1923 Purcell Way from Low Rise Residential Zone 1 (RL1) to Comprehensive Development Zone 109 (CD109). The CD109 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking. Bylaw 8263 also proposes to rezone a small portion of 1923 Purcell to Public Assembly (PA) to facilitate the construction of a student housing project.

## **3. PRESENTATION BY STAFF**

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

Ms. Guppy advised that:

- 1923 Purcell Way is located at the eastern end of Purcell Way immediately adjacent to Capilano University;
- The proposal also includes approximately 20,000 square feet of campus land which is located in the strip between 1923 Purcell Way and Greg Lee Way;



- West of the site is a sister housing complex that shares amenity space with 1923 Purcell Way including a pool and clubhouse;
- At the end of Purcell Way is the bus stop for the 239 route which provides regular seven day service to the neighbourhood and the 880 which is the bus for high school students heading to Windsor Secondary School;
- Approximately 300 metres from the site is the Capilano University Transit Exchange at which the 255, 130 and 28 provide regular service;
- The site is in the Lynnmour Elementary School catchment area;
- The existing OCP designations include a residential designations for the existing residential complexes residential level 5, low density apartment which has an FSR of 1.75, and Residential Level 4 for the adjacent townhouse projects which has an FSR of 1.2;
- The proposed OCP amendment applies only to a very small portion of 1923 Purcell Way;
- This 1,217 square foot piece of land is proposed to be subdivided off and transferred to the Campus to provide a slightly deeper portion of land for the student housing complex and because of this it will need to be re-designated to Institutional use;
- The site is currently zoned Low Rise Residential (RL1) which permits 90 residential units in a low rise building form;
- The campus is zoned Public Assembly which permits the university use including any associated student housing;
- The proposed rezoning includes rezoning the bulk of 1923 Purcell Way to Comprehensive Development Zone 109 to permit the proposed multi-family housing project and rezoning the small sliver of 1923 cross hatched to Public Assembly as this is that 1,217 sq. ft portion of land that will be transferred to the university;
- Also included in Bylaw 8263 is a siting area amendment for Capilano University which will add the student housing building footprint to the plan that shows where buildings are permitted on the university site;
- The siting area map also includes the notation that a building on this specific portion of the university lands is limited to 6 storeys in height;
- The area of Capilano University where the development is proposed is in the following Development Permit Areas: Protection of The Natural Environment; Wildfire Hazard; and, Energy and Water Conservation and GHG Emission Reduction;
- 1923 Purcell Way is in the following Development Permit Areas: Form and Character; and, Energy and Water Conservation and GHG Emission Reduction;
- The proposal includes tree retention, invasive species removal, rehabilitation of damaged areas and appropriate new planting as part of the site's landscape scheme;
- In accordance with Development Permit Form and Character Guidelines for Neighbourliness, the applicant team stepped the density and heights so that the lower 3 storey townhomes were along the western and southern edges of the site and the taller 6 storey building was at the NE corner, relating more appropriately to the University next door; and,
- The student housing faces towards the University framing the arrival to Capilano University and also orienting windows and doors onto the street and the campus.

Councillor MACKAY-DUNN arrived at this point in the proceedings.

Ms. Guppy further advised that:

- The sister complex is to the west and both sites share the pool and an amenity building which is in need of replacement;
- This proposal will see a new and larger amenity building and the addition of a new playground to complement the amenity space;
- The proposal would permit 124 apartments and 60 townhouse units;
- All parking for 1923 Purcell Way is proposed in a two level underground garage and access to the garage areas is proposed through a driveway ramp from Purcell Way;
- 258 resident and 18 visitor stalls are proposed (1.5 spaces/unit);
- The student housing is proposed to include 60 units;
- Parking for the student housing will be provided on campus for those students who need a car;
- The project includes a broad spectrum of unit styles and sizes and addresses two key demographics: students and families;
- Development Cost Charge's are charged and collected at time of the building permit;
- Off-site improvements are extensive and include bus stop improvements, re-configuration of lanes on Purcell Way, additions to Greg Lee Way (new sidewalk and better pedestrian crossing) and bike and pedestrian trail upgrades;
- In addition to providing adequate parking the developer is proposing a travel demand management package for the residents of the multi-family housing project to reduce vehicle trips and reliance on the automobile for all trips. Elements of the strategy include:
  - Marketing the project to faculty at Capilano University and local residents;
  - Providing a bus pass to new residents;
  - Providing bicycle facilities (see below);
  - Unbundling parking space sales from unit sales;
  - Proximity to ample car share potential; and,
  - A one year post occupancy survey on car ownership, trip generation and parking demand;
- Off-site improvements will include improvements to road frontages on Purcell Way and Greg Lee Way that will help with vehicle and pedestrian movement and safety. In addition, the applicant is also making improvements beyond their frontage to transit and to local pedestrian and bicycle routes;
- The applicant team have been working with Translink, Coast Mountain Bus Company, Capilano University and District staff to improve the bus stop for the 239 to address the existing safety issue with the alignment of the bus stop, and to provide a more comfortable shelter;
- The existing paved pedestrian and cycling trail on Lillooet Road branches off towards campus but ends at the campus boundary and the applicant will construct the missing leg of this trail;
- A CAC of \$1,698,940 is included in the proposal;
- It is anticipated that the Community Amenity Contribution's from this development will be directed toward improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities with allocation and timing of expenditure to be determined by the municipality in its sole discretion;
- It is anticipated that public art valued at up to \$250,000 will be included to provide a feature element at the entrance to Capilano University;

- The applicant held a facilitated Public Information Meeting on September 12, 2017 which was well attended by approximately 80 people; and,
- The applicant is required to provide a Construction Traffic Management Plan as a condition of a Development Permit.

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

##### **4.1. Mr. Kevin Johnston, CFO, Woodbridge Northwest Communities (WNC):**

- Spoke to the issues current owners are facing;
- Noted that current owners will be provided with generous tenant relocation packages; and,
- Highlighted the benefits and amenities of the proposed development.

##### **4.2. Mr. Bryce Rositch, Rositch Hemphill Architects:**

- Provided an overview of the proposed site plan and building design;
- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- Opined that locating the student housing on Greg Lee Way benefits the campus by providing a welcoming building that faces the main road into campus;
- Noted that parking for the student housing will be provided on campus; and,
- Advised that the project is exceeding District policy by providing two quick charging stations in addition to 52 level on plugs and 100% of the spaces will have electrical conduit.

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

##### **5.1. Ms. Jodie Bergerson, 1900 Block Purcell Way: OPPOSED**

- Spoke in opposition to Bylaw 8262, Bylaw 8263 and Bylaw 8264 regarding 1923 Purcell Way; and,
- Commented that many owners will be priced out of the North Vancouver market should this development be approved.

##### **5.2. Mr. Noah Berson, 2000 Block Purcell Way: IN FAVOUR**

- Commented on the need for student housing;
- Spoke to the issue of affordable housing on the North Shore; and,
- Noted that student housing may reduce vehicle trips.

##### **5.3. Mr. Paul Dangerfield, President – Capilano University: IN FAVOUR**

- Commented that it is important for Capilano University to be able to attract International students;
- Spoke to the issue of affordable housing on the North Shore; and,
- Opined that student housing provides a supportive, safe and comfortable community environment.

##### **5.4. Ms. Jennifer Mancer, 1900 Block Purcell Way: IN FAVOUR**

- Spoke as a member of the Strata Council;
- Provided a brief history of the existing strata, the present status of the buildings and the issues being faced by the current owners; and,

- Noted that renters were provided 18 months notice to find new accommodations.

**5.5. Ms. Kimberly Branch, 1900 Block Purcell Way: IN FAVOUR**

- Spoke as a member of the Strata Council;
- Spoke in support of the proposed development; and,
- Opined that the proposed development will revitalize the neighbourhood.

**5.6. Mr. Paul Stevens, 1900 Block Purcell Way: IN FAVOUR**

- Spoke to the deterioration of the existing buildings.

**5.7. Mr. Andrew Dillman, 1900 Block Purcell Way: IN FAVOUR**

- Spoke as a student of Capilano University;
- Commented that student housing would eliminate travel commute allowing more time to study;
- Noted that student housing would provide a sense of community; and,
- Spoke to the issue of affordable housing.

**5.8. Ms. Shirley Stearn, 1800 Block Purcell Way: IN FAVOUR**

- Spoke as a member of the Strata Council;
- Spoke in favour of the proposed development;
- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs; and,
- Expressed concern with regards to increased traffic and parking issues.

**5.9. Mr. Owen Sigurdsson, 1500 Block East 27<sup>th</sup> Street: IN FAVOUR**

- Spoke as a student of Capilano University;
- Spoke to the issue of housing affordability;
- Commented that student housing may reduce the stress of the early morning commute; and,
- Noted that the proposed development will allow youth to stay in their community.

**5.10. Ms. Marie Harlow, 1900 Block Purcell Way: IN FAVOUR**

- Spoke as a member of the Strata Council;
- Commented that tenants were provided with sufficient notice to find new accommodations;
- Commented on the demand for student housing;
- Noted that it is difficult to find affordable rental units; and,
- Expressed concern with regards to visitor parking.

**5.11. Ms. Karen Obeck, 1900 Block Purcell Way: IN FAVOUR**

- Spoke as a member of the Strata Council;
- Spoke in favour of the proposed development;
- Opined that the design principles complement the surroundings of the neighbourhood; and,
- Commented on the need to provide alternative housing options.

**5.12. Ms. Kirsten Bydal, 1900 Block Purcell Way: IN FAVOUR**

- Spoke in support of the proposal;

- Thanked the Landscape Architect for retaining existing trees;
- Commented that student housing is a benefit to the North Shore; and,
- Suggested that an alternate entrance to the University may ease traffic concerns.

**5.13. Ms. Sue Buchanan, 1900 Block Purcell Way: IN FAVOUR**

- Spoke to the issue of affordability.

**5.14. Mr. James Lewis, 2000 Block Purcell Way: OPPOSED**

- Expressed concerns with increased density;
- Expressed concerns regarding traffic issues on Purcell Way; and,
- Commented on the need to improve the existing access to Capilano University.

**5.15. Mr. Henry Bruan, 1900 Block Purcell Way: IN FAVOUR**

- Spoke in support of the proposal; and,
- Noted that the existing buildings are deteriorating and will need upgrades causing financial hardship to repair.

**5.16. Ms. Allison Smith, 600 Roche Point Drive: IN FAVOUR**

- Spoke in support of the proposed development;
- Spoke to the issue of affordability;
- Expressed concern with the low rental vacancy in the District;
- Opined that student housing will contribute to the culture of the campus; and,
- Commented on the need for multi-family units in the community.

**5.17. Ms. Debbie Freeman, 1900 Block Purcell Way: IN FAVOUR**

- Commented that the proposed development is aesthetically pleasing;
- Noted that the existing buildings are deteriorating and will need upgrades;
- Commented that the proposed development will beautify the neighbourhood;
- Spoke to the importance of providing student housing;
- Commented that the proposed development will achieve the vision of the Official Community Plan;
- Commended the Landscape Architect for retaining existing trees; and,
- Suggested that student housing may help address the rental shortage.

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

- Spoke as a representative of the Community Housing Action Committee;
- Advised that CHAC supports the proposed development;
- Opined that the project addresses the need for mixed-unit housing;
- Spoke to the benefits of student housing;
- Commented that student housing has the potential to decrease traffic; and,
- Thanked the developer for fulfilling the requirements of the Accessible Design Policy for Multi-family Housing.

Council recessed at 8:57 pm and reconvened at 9:05 pm.

In response to a question from Council regarding the cost of units, the developer advised that the cost have not been set but will start at approximately \$300,000 for a one bedroom unit and \$1 million for a townhouse.



In response to a question from Council, staff advised that off-site improvements will include improvements to road frontages on Purcell Way and Greg Lee Way that will help with vehicle and pedestrian movement and safety. In addition, the applicant is also making improvements to transit and to local pedestrian and bicycle routes. Staff noted that the approximate value of off-site benefits is \$1.5 million.

Staff noted that in addition to providing adequate parking the developer is proposing a travel demand management package for the residents of the multi-family housing project to reduce vehicle trips and reliance on the automobile for all trips. Elements of the strategy include:

- Marketing the project to faculty at Capilano University and local residents;
- Providing a bus pass to new residents;
- Providing bicycle facilities (see below);
- Unbundling parking space sales from unit sales;
- Proximity to ample car share potential; and,
- A one year post occupancy survey on car ownership, trip generation and parking demand.

Staff advised that a parking covenant will be required for student housing.

In response to a question from Council regarding packages for existing residents, staff advised that the applicant has offered the following provisions to assist all owners and those people who are renting from the owners with the transition: eighteen months to find new housing, during which time they are offering six months of free rent, and six months of discounted rent. Knowing that many residents are interested in staying in the area, Woodbridge Northwest are also offering owners and renters the first opportunity to buy new units, and a dollar for dollar credit against the purchase price for any rent paid to Woodbridge Northwest.

In response to a question from Council regarding parking requirements, the traffic consultant advised that both parking rates on adjacent projects and the use of resident only parking on Purcell Way has been looked at to determine reasonable parking rates for the different types of units in this project. It was determined that 1.2 stalls per unit is sufficient given the location and direct access to transit; however, 1.5 stalls per unit is being proposed.

The developer advised that a small portion of the site will be transferred to Capilano University to assist in the development of a student housing project on the adjacent campus lands.

**5.19. Ms. Melanie Briggs, 900 Block Beaumont Drive:**

**IN FAVOUR**

- Expressed concern regarding the issue of housing supply and housing affordability on the North Shore;
- Noted that the proposed development would offer a diverse mix of housing options; and,
- Commented that the proposal includes a series of outdoor courtyard amenity areas and would provide a place to gather.

**5.20. Ms. Jodie Bergerson, 1900 Block Purcell Way:**

**SPEAKING A SECOND TIME**

- Spoke to the issue of affordability;

- Commented that it is important for Capilano University to be able to attract International students and without on-site student housing, this becomes an economic challenge for the University; and,
- Expressed concern that owners will not purchase a parking stall and will continue to park on the street.

**5.21. Ms. Janice Fletcher, 1900 Block Purcell Way:**

**OPPOSED**

- Expressed concern for the families that will have to relocate.

In response to a question from Council regarding the traffic analysis, the traffic consultant advised that the proposed development will only add one car per minute during peak hours.

In response to a question from Council, staff advised that \$27.62 per year is the cost of a District resident only parking decal.

In response to a question regarding unbundling parking spaces, staff advised that the cost of a parking stall would cost approximately \$15,000. Staff further advised that a covenant will be required to specify that any unsold parking spaces be transferred to the strata corporation.

**6. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HANSON**

THAT the November 21, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)" be returned to Council for further consideration;

AND THAT "District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)" be returned to Council for further consideration.

**CARRIED**  
(9:37 p.m.)

**CERTIFIED CORRECT:**

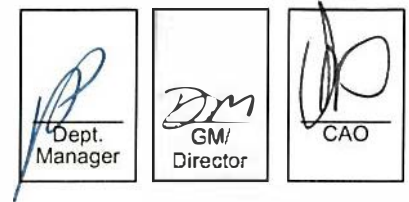


Confidential Council Clerk

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 6, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 26, 2017  
File: 08.3060.20/035

**AUTHOR:** Tamsin Guppy, Development Planner

**SUBJECT: BYLAWS 8262, 8263. 8264 AND 8277:  
1923 PURCELL WAY AND CAPILANO UNIVERSITY - REZONING AND  
DEVELOPMENT PERMIT FOR MULTI-FAMILY AND STUDENT HOUSING**

### RECOMMENDATION

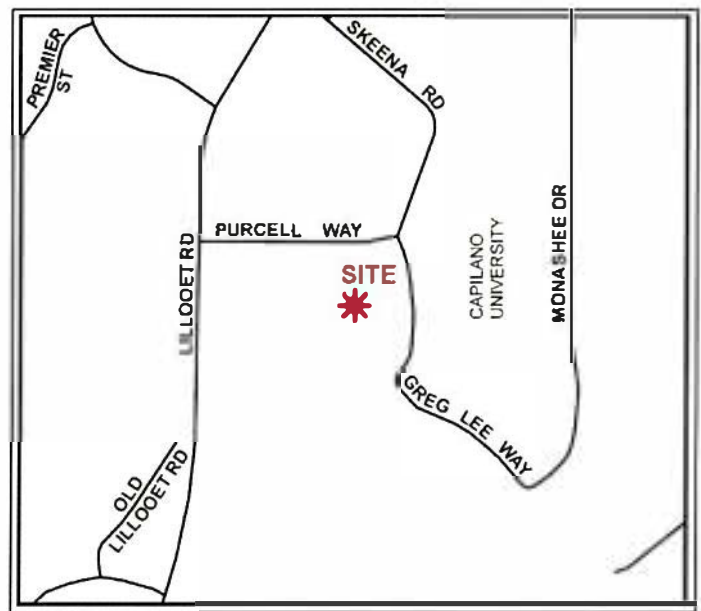
THAT the Bylaw 8262, which amends the District of North Vancouver Official Community Plan by changing the land use designation for a portion of 1923 Purcell Way from "Residential Level 5" to "Institutional", be given FIRST reading;

AND THAT the Bylaw 8263, which rezones the subject site from Low Rise Residential Zone 1 (RL1) to Comprehensive Zone 109 (CD109) to enable the development of a residential project and rezones a portion of the site to Public Assembly to facilitate the construction of a student housing project be given FIRST reading;

AND THAT Bylaw 8264, which authorizes a Housing Agreement to prevent future strata rental restrictions, be given FIRST Reading;

AND THAT Bylaw 8277, which authorizes a Housing Agreement to provide for student housing be given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8262;



**SUBJECT: Bylaws 8262, 8263, 8264 and 8277**

1923 Purcell Way and Capilano University

October 26, 2017

Page 2

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8262 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8262 and Bylaw 8263 be referred to a Public Hearing.

## **REASON FOR REPORT**

To obtain Council's authorization to proceed to Public Hearing with amendments to the site's OCP designation and zoning to accommodate redevelopment of a multi-family housing project and student housing project.

## **SUMMARY**

The applicant proposes to redevelop 1923 Purcell Way for a multi-family housing project consisting of 124 apartments and 60 townhouse units. In addition, the applicant, Woodbridge Northwest Homes, has partnered with Capilano University to build a 60 unit student housing building on the adjacent university lands facing Greg Lee Way. To facilitate building the student housing in this location, a small portion of land will be transferred to the University, and re-designated and rezoned accordingly.

Implementation of the project requires an OCP amendment (Bylaw 8262), a rezoning (Bylaw 8263), and two Housing Agreements (Bylaws 8264 and 8277).

The overall proposal for multi-family and student housing is in keeping with the intent of the Official Community Plan.

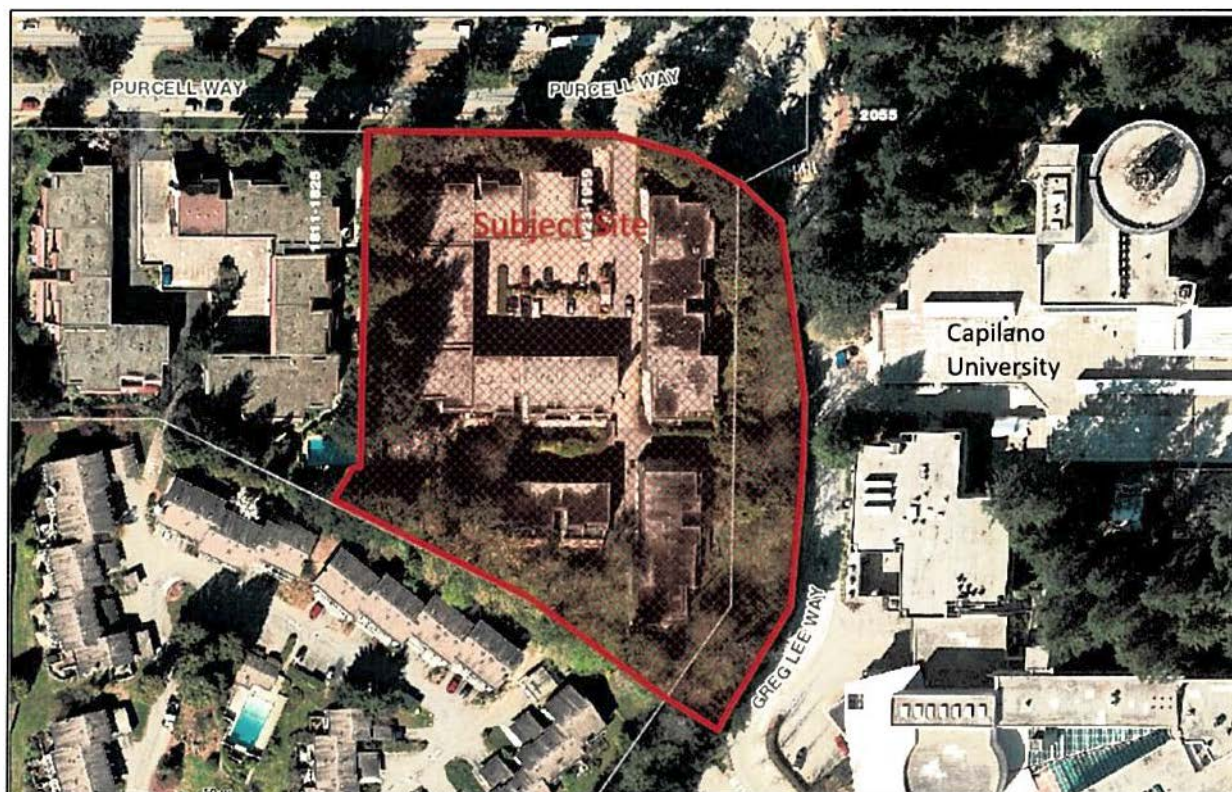
## **BACKGROUND**

1923 Purcell Way houses an existing 90 unit strata. This strata has voted to sell to Woodbridge Northwest Homes and the dissolution of the strata is now the responsibility of the Court appointed liquidator who has authorized this application and is responsible for the dissolution of the strata.

This step was taken by the residents after a series of building reports demonstrated that their complex required extensive repairs that proved to be financial unsustainable. A letter outlining the strata's position and the votes that took place is included as Attachment G.



## SUBJECT PROPERTY



1923 Purcell Way is located at the eastern end of Purcell Way immediately adjacent to Capilano University. The proposal also includes approximately 20,000 square feet of campus land which is located in the strip between 1923 Purcell Way and Greg Lee Way.

West of the site is a sister housing complex that shares amenity space with 1923 Purcell Way including a pool and clubhouse.

At the end of Purcell Way is the bus stop for the 239 route which provides regular 7 day service to the neighbourhood and the 880 which is the bus for high school students heading to Windsor Secondary School. Approximately 300 metres from the site is the Capilano University Transit Exchange at which the 255, 130 and 28 provide regular service.

In addition, Capilano University already has extensive car share use and is a "home zone" for Evo cars.



The site is in the Lynnmour Elementary School catchment area.

## EXISTING POLICY

### Official Community Plan



*An OCP amendment is required for the 113m<sup>2</sup> (1,217 sq. ft.) parcel shown in yellow which will be dedicated to the University and become campus land.*

The Official Community Plan (OCP) designates 1923 Purcell Way as Residential Level 5 – Low Density Apartment which permits the proposed multi-family housing. The adjacent Capilano University lands are designated Institutional. The yellow spot on the above map highlights the 113 m<sup>2</sup> (1,217 sq. ft.) of land that will be rezoned to Public Assembly and subdivided off and transferred to Capilano University. This small sliver will add to the campus land that is to be used for the student housing building.

The proposed multi-family housing project consisting of a 6 storey apartment building and 3 and 4 storey townhouse units and with an overall density of 1.75 FSR is consistent with the Residential Level 5 designation, and the 6 storey student housing building is also consistent with the Institutional designation.

The project addresses the Rental and Affordable Housing Strategy by diversifying the mix of unit styles and sizes, and providing a student rental housing project.

## ANALYSIS

### 1. Zoning

1923 Purcell Way is currently zoned Low Rise Residential Zone 1 (RL1) which is a multi-family housing zone that permits the existing low rise, 90 unit strata complex. The proposal



is to rezone the majority of this site to a new Comprehensive Development Zone that would permit 124 apartments and 60 townhouse units with an overall density of 1.75. The applicant is also proposing that approximately 15% of the townhouse units (8 units) will include "lock-off" units which are small flexible spaces that can either be used by the family or can be rented out as separate micro suites very much suited to students. (Townhouses with lock-off units are proposed to have a higher parking rate, see Section 8 below.)

As noted above, 113 m<sup>2</sup> (1,217 sq. ft.) of the site will be transferred to Capilano University to assist in the development of a student housing project on the adjacent campus lands. This small portion of land will be rezoned to Public Assembly, to match the zoning of the campus. Public Assembly zoning permits the University, and permits student housing as an accessory use to the University.

Rezoning Bylaw 8263, also includes two Siting Area Plan amendments. These Siting Area Plans were created for both sites back in the early 70s as a way of further regulating the siting and design of construction on these sites. Siting Area Map R/14C1 which regulates the residential complexes along Purcell Way will be updated to remove 1923 Purcell Way, which is now regulated by the Development Permit for form and character, and is proposed to be further regulated through the proposed CD 109 zone and the associated development covenant. Siting Area PA/5 for Capilano University is proposed to be updated to include the proposed student housing building footprint.



*Purcell Way – the site has been laid out with densities stepping down to neighbouring residential development and building setbacks to maximize preservation of healthy mature trees.*





*Greg Lee Way – the student housing building is located on campus on the west side of Greg Lee Way.*

## 2. Site Plan and Project Description

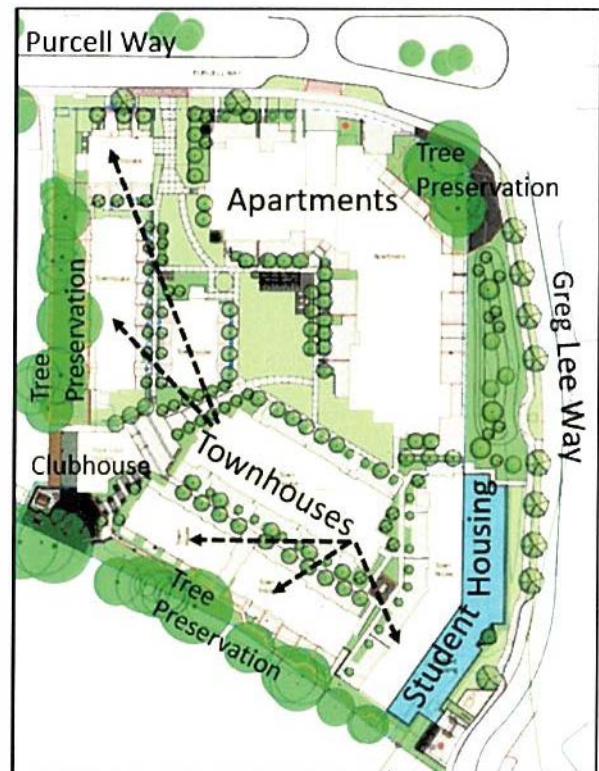
As shown on the site plan on the right, there are three main stands of trees which the development has been designed around. The proposed site plan carefully sets the buildings far enough back to allow the stands to be preserved.

To ensure a gentle transition to the neighbours, the density is massed towards Capilano University with the proposed apartment at the north-east corner of the site, and then heights and density step down to a townhouse form.

By including a 6 storey apartment building, more of the site is opened up to allow for more landscaping and a shared playground next to the clubhouse.

The applicant, in conjunction with Capilano University, also explored the best location for the student housing project and determined that there was room to build the student housing building on the campus lands that are on the west side of Greg Lee Way immediately next to 1923 Purcell Way. This allows the construction to be focused in one location. Locating the student housing on Greg Lee Way

*Tree retention and neighbourly design were the two key principles driving the site layout.*





also benefits the campus by providing a welcoming building that faces this main road into campus.

*By placing some of the site's density in the apartment building more of the site is available for lower density townhouses and open space.*



### 3. Unit Mix:

As the table below shows this project includes a broad spectrum of unit styles and sizes, and addresses two key demographics: students and families.

Unit Type	Number and Percentage of Total Units	Typical Unit Size
<b>Studio apartments</b>	19 units / 10%	450 sq. ft.
<b>1 bedroom apartment</b>	58 units / 32%	725 sq. ft.
<b>2 bedroom apartments</b>	29 units / 16%	912 sq. ft.
<b>3 bedroom apartments</b>	18 units / 10%	1021 sq. ft.
<b>Total apartments</b>	124 units / 68%	740 sq. ft.
<b>2 bedroom townhouses</b>	10 units / 5%	930 sq. ft.
<b>3 bedroom townhouses</b>	42 units / 23%	1,550 sq. ft.
<b>3 bedroom townhouses with "lock off unit"</b>	8 units / 4%	1,800 sq. ft.
<b>Total townhouses</b>	60 units / 32%	1,400 sq. ft.
<b>Total number of units</b>	184 units / 100%	955 sq. ft.
<b>Student housing units</b>	60 units	200 sq. ft.

*The student housing is proposed to include 60 units. Each unit is designed to include a bed, desk, micro kitchen and bathroom (image shows an example from another university). The units will be supported with communal facilities including a laundry, bike room, and study spaces.*



#### 4. Package for Existing Residents

Although the Tenant Assistant Policy does not apply to this property as a strata complex, the applicant has offered the following provisions to assist all owners and those people who are renting from the owners with the transition: 18 months to find new housing, during which time they are offering 6 months of free rent, and 6 months of discounted rent. Knowing that many residents are interested in staying in the area, Woodbridge Northwest are offering owners and renters the first opportunity to buy new units, and a dollar for dollar credit against the purchase price for any rent paid to Woodbridge Northwest.

#### 5. Development Permits

The area of Capilano University where the development is proposed is in the following Development Permit Areas:

- Protection of The Natural Environment;
- Wildfire Hazard; and
- Energy and Water Conservation and GHG Emission Reduction.

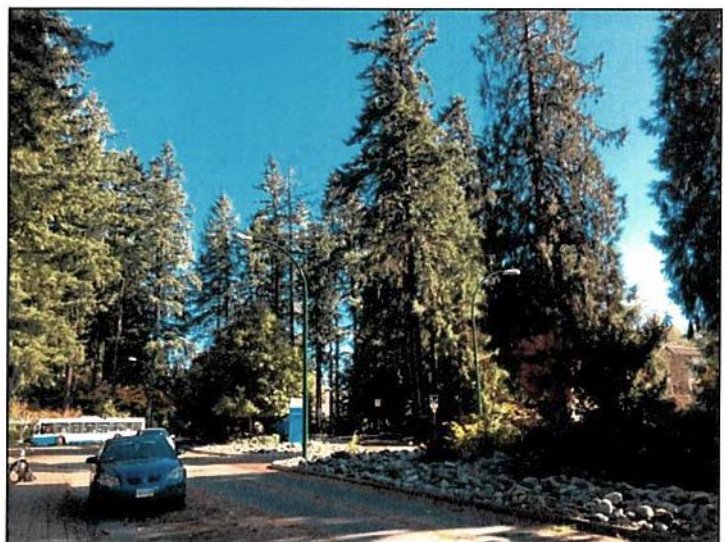
1923 Purcell Way is in the following Development Permit Areas:

- Form and Character; and
- Energy and Water Conservation and GHG Emission Reduction.

The designs are being reviewed against all the necessary Development Permit Guidelines and associated qualified professional reports and a full review of the design will be provided at the Development Permit stage. The following discussion presents the highlights:

##### a) Campus Lands - Protection of The Natural Environment

Given the campus's emphasis on the natural setting combined with the selection of mature evergreen trees found in the neighbourhood a qualified professional has been advising on how to best support the local ecosystems and in particular the songbird population which is abundant in the area. The resulting proposal includes: tree retention, invasive species removal, rehabilitation of damaged areas, and appropriate new planting as part of the site's landscape scheme.





b) Campus Lands - Wildfire Hazard

Capilano University is inside the Wildfire Hazard Development Permit area due to its proximity to the forest interface. Given the treed character of the area a qualified professional was involved to review the site and provide recommendations on how to further reduce the wildfire risk, without removing the healthy and much loved evergreens. The main recommendations include: limitations on flammable building materials, removal of a hedge along Greg Lee Way, removal of invasive species, and replanting with appropriate species.

c) Campus Lands and 1923 Purcell - Energy and Water Conservation and GHG Emission Reduction

In accordance with the current Green Building Strategy the proposal will be following an approved green building rating system and aiming to achieve a gold standard in addition to following any requirements brought forward by the Province.

d) 1923 Purcell Way - Form and Character of Multifamily Development



*The design team have worked with the District's Design Guidelines to create a neighbourly and liveable project.*

The proposal is in keeping with the Official Community Design Guidelines for Multi-Family Housing and has been well received by the community, staff and the Advisory Design Panel. Further design discussion and compliance with Development Guidelines will be provided in the Development Permit report.

6. Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on October 12, 2017 and the Panel recommended approval of the project subject to resolution of the Panel comments at the Development Permit stage.

#### 7. Accessibility

The proposal fulfils the requirements of the Accessible Design Policy for Multi-family Housing with 100% of the units in the student housing building and the apartment meeting the basic level of accessibility and 5% meeting the enhanced level. In addition, though townhouse units are not always able to meet this policy given that most townhomes are multi-storey, two one level townhouse units have been designed to meet the enhanced level of accessibility.

#### 8. Vehicle Parking

All parking for 1923 Purcell Way is proposed in a two level underground garage. Access to the garage areas is proposed through a driveway ramp from Purcell Way which is approximately in the same location as the existing driveway serving the existing 90 unit development.

Given the District's policy direction to encourage alternate modes of transportation, especially in areas well served by transit, the applicant's team has been studying car ownership and parking in the area. The applicant's transportation consultant has looked at both parking rates on adjacent projects and the use of resident only parking on Purcell Way to determine reasonable parking rates for the different types of units in this project and proposes the following:

<b>Unit Type</b>	<b>Total Number of spaces</b>	<b>Parking rate</b>
Apartments	149 spaces	1.2 spaces/ unit
Townhouses	91 spaces	1.75 spaces/ unit
Townhouses with "lock-off" units	18 spaces	2.25 spaces/ unit
Visitor Spaces	18	0.1 spaces / unit
Total	276 parking spaces	1.5 spaces/ unit

Given the perceived shortage of parking in the area, and the heavy reliance from neighbouring complexes on on-street parking, and given that this project is outside a town centre but close to excellent transit and car share service, staff have reviewed the proposed parking rates and concur with the applicant's proposal.

Parking for the student housing will be provided on campus for those students who need a car and given the proximity of parking within steps of the proposed building this is a reasonable approach and helps reduce the cost of the student housing. The student housing building will include a bike room on the main floor and all students at Capilano University have "U-Pass" a discounted transit pass program so car ownership and car use is not anticipated to be high.

#### 9. Electric Vehicle

The project is exceeding District policy by providing two quick charging stations in addition to 52 level one plugs and 100% of the spaces will have electrical conduit.

#### 10. Travel Demand Management

In addition to providing adequate parking the developer is proposing a travel demand management package for the residents of the multi-family housing project to reduce vehicle trips and reliance on the automobile for all trips. Elements of the strategy include:

- Marketing the project to faculty at Capilano University and local residents;
- Providing a bus pass to new residents;
- Providing bicycle facilities (see below);
- Unbundling parking space sales from unit sales;
- Proximity to ample car share potential; and
- A one year post occupancy survey on car ownership, trip generation and parking demand.

#### 11. Bicycle Parking and Storage

The applicant is proposing a variety of bicycle storage options, as well as a bike maintenance area and bike wash station.

<b>Unit Type</b>	<b>Total Number of spaces</b>	<b>Parking rate</b>
Apartments	248	2 spaces/ unit
Townhouses	120	2 spaces/ unit
Visitor Spaces	20 Indoor visitor bike room 20 Outdoor bike racks	0.2 spaces / unit
<b>Total</b>	<b>408 bike parking spaces</b>	<b>2.2 spaces/ unit</b>
Student Housing	60 indoor bike room	1 space/ unit (bed)



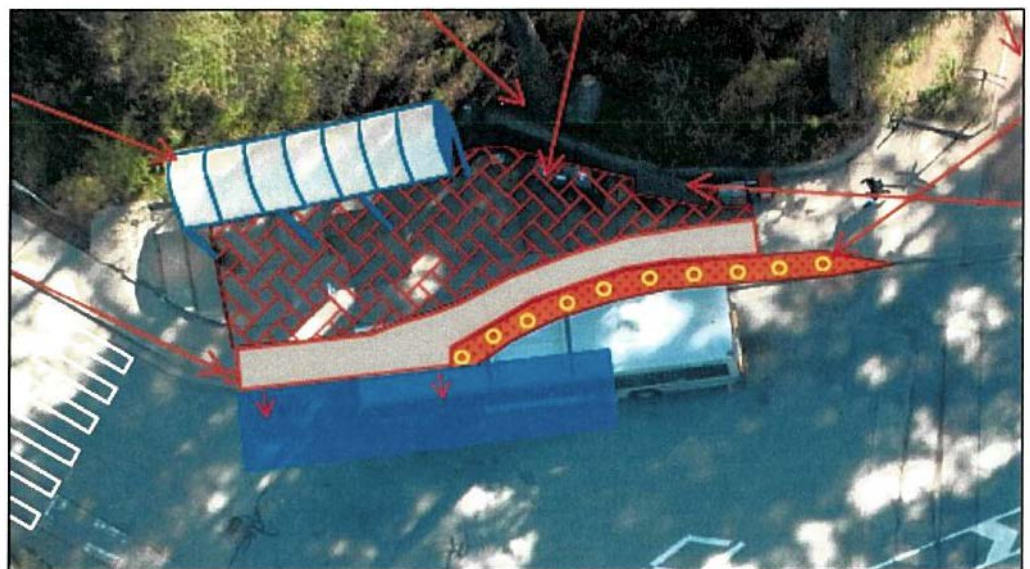
## 12. Off-site Improvements

Off-site improvements will include improvements to road frontages on Purcell Way and Greg Lee Way that will help with vehicle and pedestrian movement and safety. In addition, the applicant is also making improvements beyond their frontage to transit, and to local pedestrian and bicycle routes as noted below.

### a) Bus Stop Improvements

The applicant team have been working with Translink, Coast Mountain Bus Company, Capilano University and District staff to improve the bus stop for the 239 to address the existing safety issue with the alignment of the bus stop, and to provide a more comfortable shelter. This work is still under review but a draft concept is shown below.

*This application's off site works will include improvements to the local bus stop to re-align the curb allowing buses to pull closer in to the sidewalk, and improve passenger safety as well as improvements to the shelter and seating.*



b) Bike and Pedestrian Trail Improvements



The existing paved pedestrian and cycling trail on Lillooet Road branches off towards campus but ends at the campus boundary as shown on the right. The applicant will construct the missing leg of this trail.

13. Development Cost Charges

The development cost charge rates applicable to this development will be as set out in the Development Cost Charge Bylaw in effect on the date of the issuance of the building permit for this development.

14. Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. A CAC of \$1,698,940 is included in the proposed Comprehensive Development Zone 109 (CD 109). It is anticipated that the CACs from this development will be directed toward improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities with allocation and timing of expenditure to be determined by the municipality in its sole discretion. It is anticipated that public art valued at up to \$250,000 will be included to provide a feature element at the entrance to Capilano University.



### 15. Landscaping

The proposal is heavily influenced by the desire to preserve key stands of trees and create key outdoor amenity areas including a children's play area next the clubhouse.

Should the rezoning proposal proceed, a more detailed overview of the proposed landscaping will be included in the development permit report.

### 16. Concurrence

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

### 17. Construction Traffic Management Plan

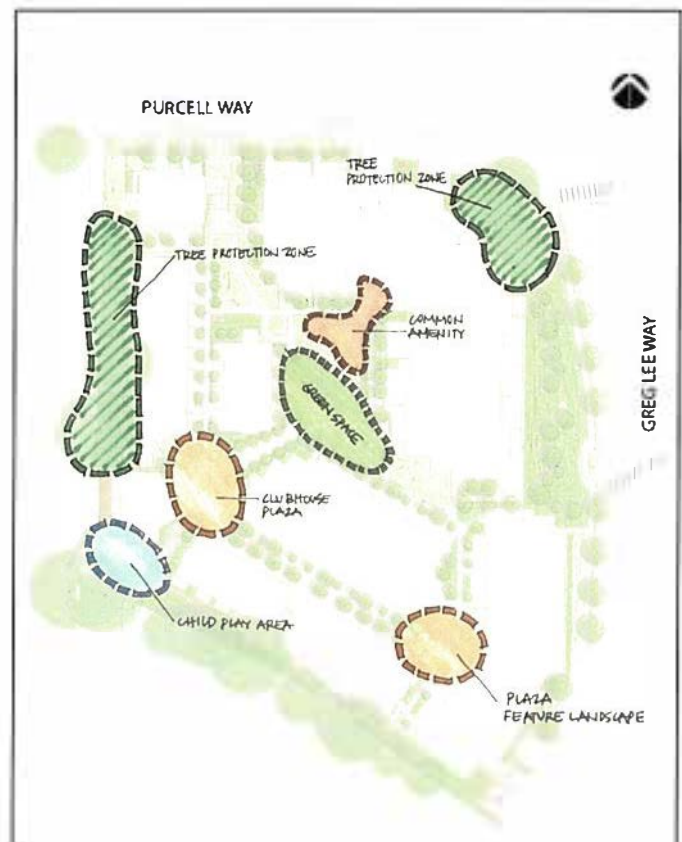
The applicant in partnership with Capilano University will be able to use campus lands for staging and parking of construction vehicles, thereby reducing the impacts on Purcell Way.

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit. The Plan must outline how the applicant will minimize construction impacts on pedestrian, transit and vehicle movement along Purcell Way. The plan is required to be approved by the District prior to issuance of a building permit.

As this site is not in a town centre the closest development proposal is at the foot of the hill approximately 700m from this site.

In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;



**SUBJECT: Bylaws 8262, 8263, 8264 and 8277**

1923 Purcell Way and Capilano University

October 26, 2017

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6. Identify methods of sharing construction schedule with other strata 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 residents and the University.

#### 18. Public Input

The applicant held a facilitated Public Information Meeting on September 12, 2017 which was well attended by approximately 80 people. In accordance with District policy ads ran in the local paper on September 6, and September 8, 2017 and notices were distributed to 325 homes.

Generally, the project was well received, of those making comments the key themes included:

- Concern that the project provide on-site parking;
- Discussion of traffic flow on Purcell Way;
- A desire from Capilano University students that the housing complex be larger and able to accommodate more students;
- Support for retaining the key stands of trees both on the site and on adjacent public land;
- Comments and explanation from the residents of the existing 1923 Purcell Way Strata explaining why they have opted to sell;
- Concern that this might be a precedent for redeveloping other properties in the area;
- Concern that an apartment building will change the feel of the area;
- Concern that having renters will change the demographics of the neighbourhood;
- Questions about the construction timeline
- Questions about the proposed amenity building/ club house and the neighbours' pool.

A copy of the facilitator's report is included.

#### 19. Implementation

Implementation of this project will require an OCP amendment bylaw (Bylaw 8262), a rezoning bylaw (Bylaw 8263), and two Housing Agreements (Bylaws 8264 and 8277), as well as issuance of a development permit and registration of legal agreements.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing. Additional legal documents required for the project will include:

- subdivision plan showing land being dedicated to Capilano University;

**SUBJECT: Bylaws 8262, 8263, 8264 and 8277**

1923 Purcell Way and Capilano University

October 26, 2017

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- development covenant to reference the general form and layout of project as well as requirements for off-site servicing;
- green building covenant;
- storm water management covenant;
- covenant to secure accessible design features;
- covenant to specify that any "unsold" parking spaces be transferred to strata corporation;
- parking covenant or agreement for student housing;
- registration of housing agreement regarding prohibition of rental restrictions for strata units; and
- registration of housing agreement regarding the construction and provision of student housing.

**CONCLUSION:**

This project assists in implementation of the District's Official Community Plan objectives for a mix of housing and to support the University. The Official Community Plan amending bylaw and the Rezoning proposal is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8262, 8263, 8264 and 8277 and refer Bylaw 8262 and 8263 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.

  
Tamsin Guppy  
Development Planner

**Attachments:**

- A. Architectural and Landscape Plans
- B. Bylaw 8262 – OCP Amendment
- C. Bylaw 8263 – Rezoning
- D. Bylaw 8264 – Housing Agreement – Preventing rental restrictions
- E. Bylaw 8277 – Housing Agreement for Student Housing
- F. The Public Information Meeting Facilitator's report.
- G. Letter from the Strata at 1923 Purcell (the subject site)



<b>REVIEWED WITH:</b>		
<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	



Purcell Way Perspective View



Resnick Hemphill Architects

120 Powell Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1

T 604.669.6003  
F 604.669.1081

www.rharchitects.ca

REVISION	DATE
1. CLIENT REQUEST	10 APR 2017
2. FOR APPLICATION	14 MAY 2017

CONSULTANT  
**DEVELOPMENT PERMIT  
APPLICATION**  
DATE: 14 MAY 2017

NO. 1510-04 DATE: 14 MAY 2017

This drawing is for the development of the site shown on the site plan. It is not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client.

ARCHITECTURAL SEAL

DATE: 14 MAY 2017

1510-04  
Reside  
1929 15  
DISTRICT

DATE: 14 MAY 2017  
3D MA

DATE: 14 MAY 2017  
SCALE:  
PLOT DATE:  
DRAWING:  
CHECKED:  
PROJECT NO:



P.E. No.  
B.C. No.

ATTACHMENT A



Mews - view looking south



**Rositch Hemphill Architects**

120 Powell Street, Unit 10 Vancouver, BC Canada V6A 1G1  
1 604.669.8002 1 604.669.1091 www.rharchitects.ca

PROJECT

**Purcell Way**

1923-1959 Purcell Way, District of North Vancouver B.C.

DRAWING TITLE:

**3D MASSING**

  
**WOODBRIDGE**

DATABASE: 1610-04.DWG

PROJECT NO: 1610

DATE: 18 OCT 2017

SCALE:

**9**





Courtyard Mews



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1 604.669.6002 1 604.669.1091 www.rharchitects.ca

PROJECT

**Purcell Way**

1923-1959 Purcell Way, District of North Vancouver B.C.

DRAWING TITLE

**3D MASSING**



DATABASE 1610-040WG  
PROJECT NO. 1610  
DATE: 20 OCT 2017  
SCALE

**10**



Student Housing



Student Housing - View Looking South



**Rositch Hemphill Architects**

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1 604.669.6002 f 604.669.1091 www.rharchitects.ca

PROJECT

**Purcell Way**

1923-1959 Purcell Way, District of North Vancouver B.C.

DRAWING TITLE:

**3D MASSING**



DATABASE: 1610-0.4DWG  
PROJECT NO: 1610  
DATE: 18 OCT 2017  
SCALE:

**8**





Clubhouse View 1



**Rositch Hemphill Architects**

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PROJECT

**Purcell Way**

1923-1959 Purcell Way, District of North Vancouver B.C.

DRAWING TITLE:

**3D MASSING**

  
**WOODBIDGE**  
 GROUP

DATABASE: 1610-0-40WG  
 PROJECT NO: 1610  
 DATE: 20 OCT 2017  
 SCALE:

**11**





Clubhouse View 2



**Rositch Hemphill Architects**

120 Powell Street, Unit 10 Vancouver, BC Canada V6A 1G1  
1 604.669.6002 1 604.669.1091 www.rharchitects.ca

PROJECT

**Purcell Way**

1923-1959 Purcell Way, District of North Vancouver B.C.

DRAWING TITLE

**3D MASSING**



DATABASE: 1610-04.OWG  
PROJECT NO.: 1610  
DATE: 20 OCT 2017  
SCALE:

**11**

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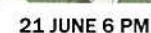
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1. CHECK REVIEW	10 APR 2017
2. DR APPLICATION	11 APR 2017



DEVELOPMENT PERMIT  
APPLICATION  
14 JULY 2012

[illegible]

ARCHITECTURAL SEAL



WOODBRIDGE

**Residential Development**  
1923-1959 PURCELL WAY,  
DISTRICT OF NORTH VAN., B.C.  
DRAWING TITLE:  
**SHADOW DIAGRAM**

```

DATABASE      1510-A0A007E
SCALE:
PLANT CODE:   19 OCT 2017
TIME:         1:28
CHECKED:      [initials]

```

1610


**A0.7**





Rosch & Hemphill Architect

1290 Powell Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1

1604.669.6002

1604.669.1091

www.roschhemphill.ca

DATE: 30 APR 2017  
BY: 1.416.1701.7  
REVISION: 2.0 - APPROVED

ISSUED FOR:  
DEVELOPMENT PERMIT  
APPLICATION  
14 MAY 2017

THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF ROSCH & HEMPHILL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROSCH & HEMPHILL ARCHITECTS. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

ARCHITECTURAL PLAN

WOODBRIDGE

PROJECT:  
Residential Development  
1925-1929 PURCELL WAY  
DISTRICT OF NORTH VAN., B.C.

DATE: 19 OCT 2017  
SHEET: 19  
PROJECT: 1610

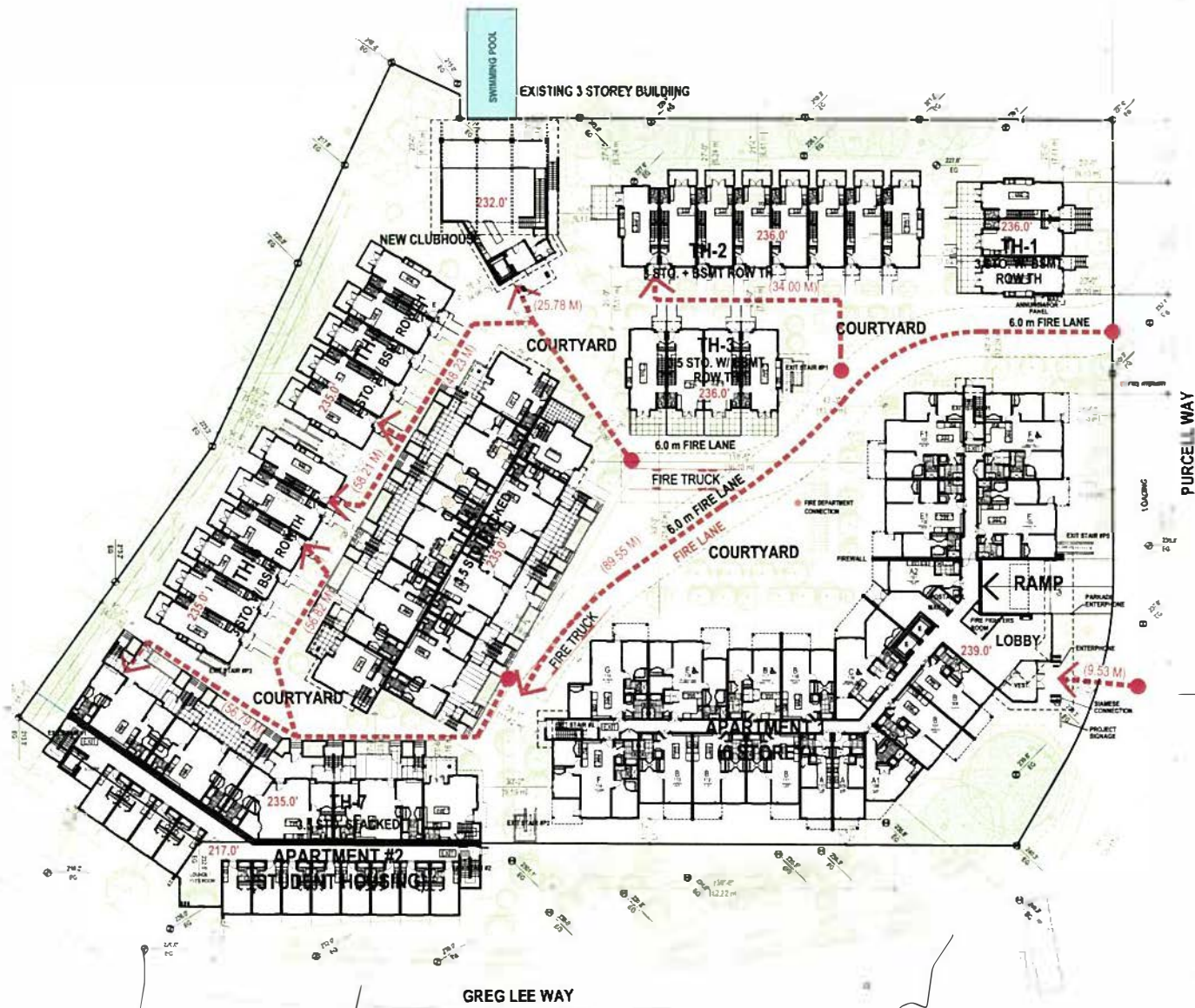
DATE: 19 OCT 2017  
SHEET: 19  
PROJECT: 1610

1610

A1.0

DATE: 19 OCT 2017  
SHEET: 19  
PROJECT: 1610





1 SITE PLAN  
SCALE: 1" = 20'-0"



**Rauch Hemphill Architect**

120 Purcell Street, Unit 10  
Vancouver, B.C. Canada  
V6A 1G1

1 604.669.4002  
1 604.669.1891

www.rauchhemphill.ca

PROJECT: 1610-00  
DATE: 19 OCT 2017  
2.00 APPLICATION

DEVELOPMENT PERMIT  
APPLICATION  
14 JULY 2017

**NOTES**

1. This site plan is submitted as part of the application for a Development Permit under the City of North Vancouver Act and the City of North Vancouver Official Development Plan. It is not to be construed as a guarantee of any kind and is not to be used for any purpose other than that for which it is submitted.
2. The applicant is responsible for obtaining all necessary permits and approvals from the City of North Vancouver and the relevant authorities.
3. The applicant is responsible for ensuring that the proposed development complies with all applicable laws, regulations, and standards.
4. The applicant is responsible for ensuring that the proposed development is consistent with the City of North Vancouver Official Development Plan.
5. The applicant is responsible for ensuring that the proposed development is consistent with the City of North Vancouver Act.

**WOODBRIDGE**

PROJECT: Residential Development  
1923, 1925 PURCELL WAY  
CITY OF NORTH VAN., B.C.

SITE PLAN  
FIRE FIGHTING  
TRAVEL DISTANCE

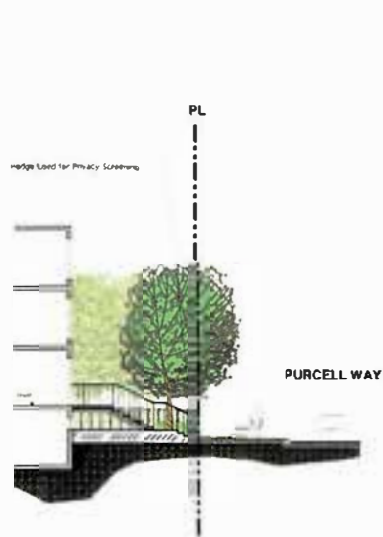
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SCALE: 1" = 20'-0"  
19 OCT 2017  
RHA  
RHA

1610

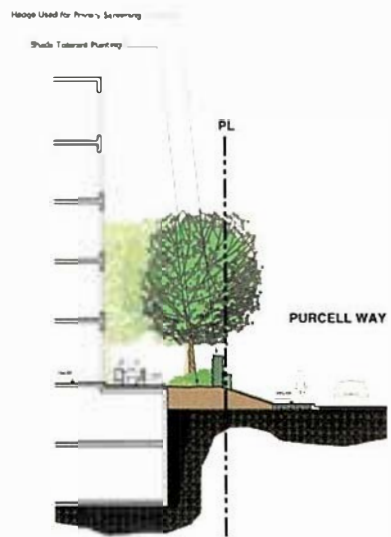
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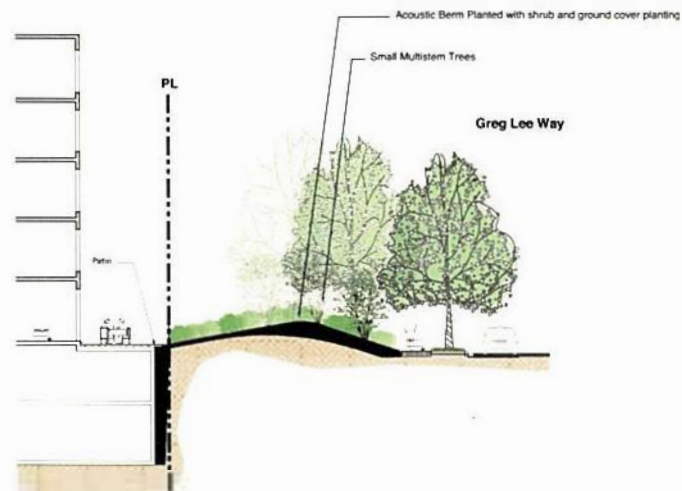




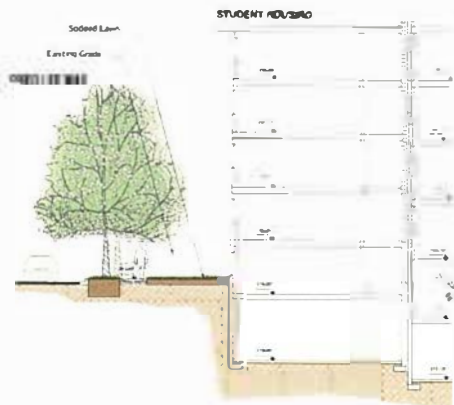
Section Through Landscape Screening on Purcell Way  
Scale: 1/8" = 1'-0"



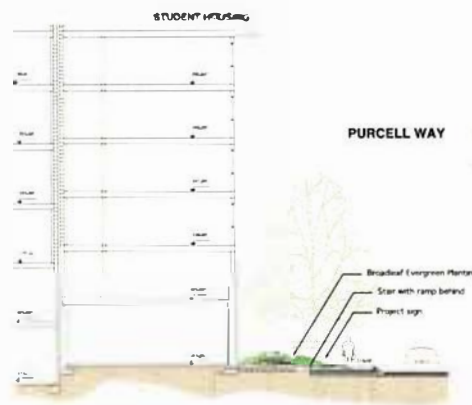
Section Through Ground Level Planting at the Adjacent Building at the western Property Line  
Scale: 1/8" = 1'-0"



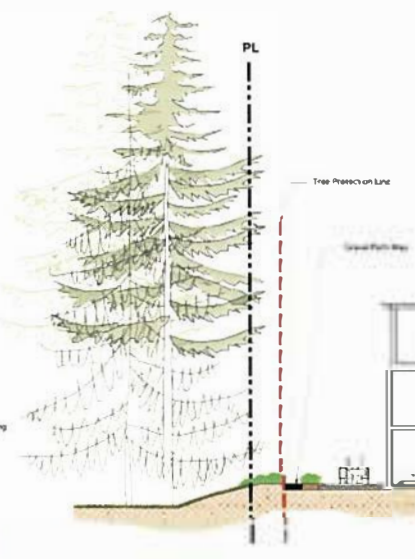
Section Through the Acoustic Berm at the eastern Property Line  
Scale: 1/8" = 1'-0"



Section Through the Student Housing at the eastern Property Line  
Scale: 1/8" = 1'-0"



Section Through Student Housing Entry  
Scale: 1/8" = 1'-0"



Section Through Tree Protection Line and the Protected Tree Area at western Property Line  
Scale: 1/8" = 1'-0"

05	Sept. 4, 2017	Submitted ADP
07	Aug. 14, 2017	DP
08	April 27, 2017	Issued with Aerial Report
09	07/16	1st

**dk** Purdy & Kohn Ltd  
1708 - 1837 West 5th Avenue  
Vancouver BC V6J 1N0  
Tel: 604-684-4011  
Fax: 604-684-4017  
www.dk.bc.ca

Project:  
**1923 - 1959 PURCELL WAY,  
DISTRICT OF NORTH  
VANCOUVER**

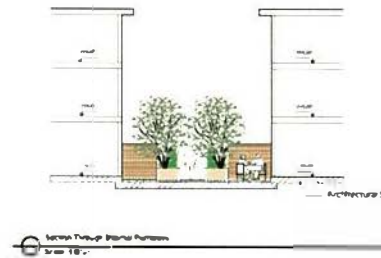
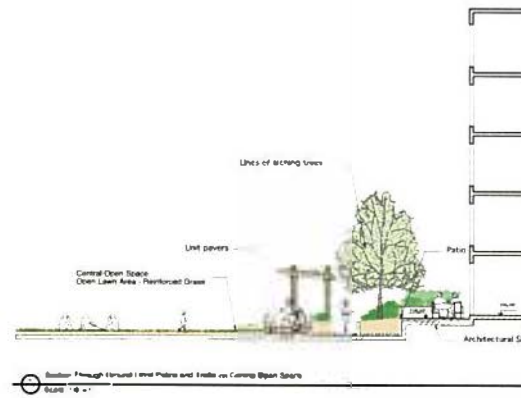
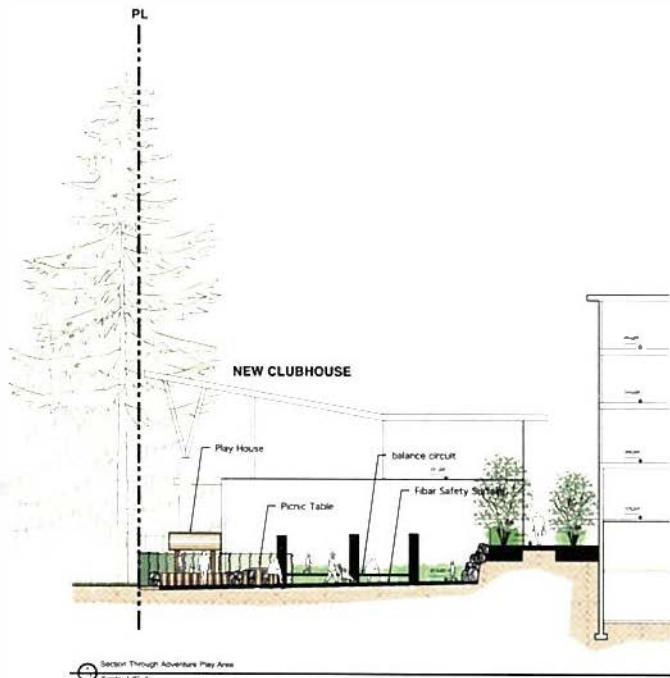
Drawn By:	RS
Checked by:	SV
Date:	April 27, 2017
Scale:	1/8" = 1'-0"

## Sections

Project No.:  
**17028**  
Sheet No.

**L-6**

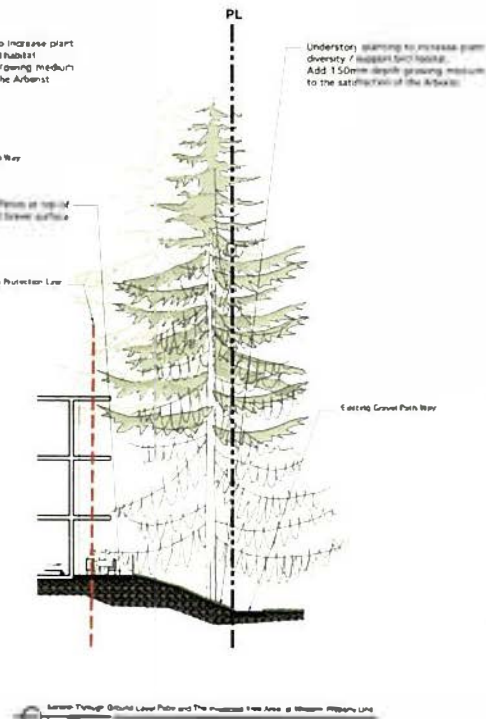
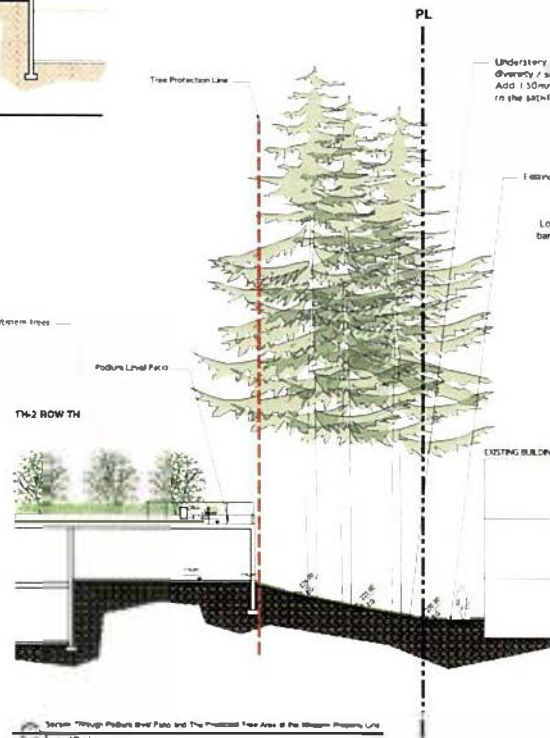
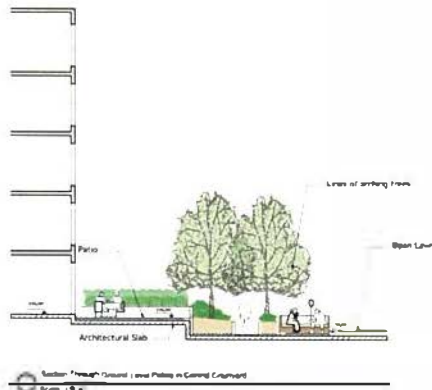




05	Sep 14, 2017	Revised for ADP
06	Nov 14, 2017	DP
07	Dec 14, 2017	Revised with Additional Report
08	Jan 14, 2018	Rev

Revisions:

**dk** Purcell & Associates Ltd.  
108-1187 West 5th Avenue  
Vancouver BC V6J 1N5  
1-800-664-0572  
www.dk.ca



Project:  
**1923 - 1959 PURCELL WAY,  
DISTRICT OF NORTH  
VANCOUVER**

Drawn By:	RSS
Checked By:	SV
Date:	April 8, 2018
Scale:	1/8" = 1'
Drawing Title:	

### Sections

Project No:	17028
Sheet No:	

L-7

MATERIAL LEGEND (APARTMENT STACKED/ ROW TOWNHOUSE & CLUBHOUSE)		
1.1	2" x 4" x 8" DOUBLE ROOF FASCIA COLOUR 2	PAINT
1.2	ROOF FASCIA @ APARTMENT MAIN ENTRY	PAINT
1.3	2" x 4" x 8" ROOF FASCIA	PAINT
2.1	2" x 4" x 8" ROOF FASCIA	PAINT
2.2	2" x 4" x 8" ROOF FASCIA	PAINT
3	2" x 4" x 8" ROOF FASCIA	PAINT
4	2" x 4" x 8" ROOF FASCIA	PAINT
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FLASHING & VENT CAPS		
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120 Power St, Unit 10  
Vancouver, BC V6C 1A8  
VISA 101

1604.66.9.6002  
1604.66.91.891

www.rha-architects.ca

1604.66.9.6002  
1604.66.91.891

ISSUED FOR  
DEVELOPMENT PERMIT  
APPLICATION  
14 MAY 2017

1. This drawing is for the development of the project and is not to be used for any other purpose.  
2. The client is responsible for obtaining all necessary permits and approvals for the project.  
3. The architect is not responsible for any errors or omissions in this drawing.

1604.66.9.6002

WOODBRIDGE  
1610

Residential Development  
1923-1959 PURCELL WAY,  
DISTRICT OF NORTH VAN., B.C.

MATERIALS/ COLOUR  
BOARD  
(APARTMENT BUILDING)

DRAWING  
SCALE  
3/16" = 1'-0"  
DATE  
19 OCT 2017

1610

A4.0.a



NOTE: CORNER TRIMS TO MATCH ADJACENT EXTERIOR COLOR.



MATERIAL LEGEND (STUDENT HOUSING)		
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FLASHING & VENT CAPS		
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120 Power Street, Unit 10  
Vancouver, BC Canada  
V6A 1G1

1 604.669.6007  
1 604.669.1891

www.rharchitects.ca

DATE  
1 APR 2017  
1 APR 2017

DEVELOPMENT PERMIT  
APPLICATION  
14 JULY 2017

WOODBRIDGE  
Residential Development  
1923-1999 PAVILLION WAY  
DISTRICT OF NORTH VAN, B.C.

WOODBRIDGE  
Residential Development  
1923-1999 PAVILLION WAY  
DISTRICT OF NORTH VAN, B.C.

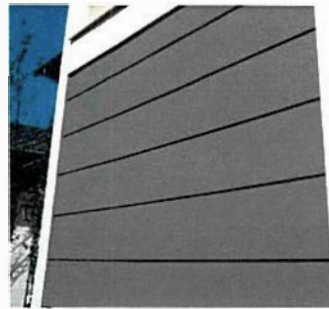
WOODBRIDGE  
Residential Development  
1923-1999 PAVILLION WAY  
DISTRICT OF NORTH VAN, B.C.

WOODBRIDGE  
Residential Development  
1923-1999 PAVILLION WAY  
DISTRICT OF NORTH VAN, B.C.





1 FIBER BOARD BEVENT HORIZONTAL LAP JOINTS



31 FIBER BOARD OF HORIZONTAL LAP JOINTS



22 EXPOSED AGGREGATE CONCRETE



17 ALUMINUM CLADDING



30 HEAVY TIMBER CLADDING & BEAMS

16 VINYL CLADDING



15 FIBER BOARD OF HORIZONTAL LAP JOINTS



18 BRICK VENEER (15 CM x 10 CM)



19 BRICK VENEER (15 CM x 10 CM)



12 VINYL FRAME WINDOW DOUBLE GLAZING

MATERIAL LEGEND (APARTMENT, STACKED/ROW TOWNHOUSE & CLUBHOUSE)			
1	EXPOSED AGGREGATE CONCRETE	17	ALUMINUM CLADDING
2	EXPOSED AGGREGATE CONCRETE	18	BRICK VENEER (15 CM x 10 CM)
3	EXPOSED AGGREGATE CONCRETE	19	BRICK VENEER (15 CM x 10 CM)
4	EXPOSED AGGREGATE CONCRETE	20	BRICK VENEER (15 CM x 10 CM)
5	EXPOSED AGGREGATE CONCRETE	21	BRICK VENEER (15 CM x 10 CM)
6	EXPOSED AGGREGATE CONCRETE	22	EXPOSED AGGREGATE CONCRETE
7	EXPOSED AGGREGATE CONCRETE	23	EXPOSED AGGREGATE CONCRETE
8	EXPOSED AGGREGATE CONCRETE	24	EXPOSED AGGREGATE CONCRETE
9	EXPOSED AGGREGATE CONCRETE	25	EXPOSED AGGREGATE CONCRETE
10	EXPOSED AGGREGATE CONCRETE	26	EXPOSED AGGREGATE CONCRETE
11	EXPOSED AGGREGATE CONCRETE	27	EXPOSED AGGREGATE CONCRETE
12	VINYL FRAME WINDOW DOUBLE GLAZING	28	EXPOSED AGGREGATE CONCRETE
13	EXPOSED AGGREGATE CONCRETE	29	EXPOSED AGGREGATE CONCRETE
14	EXPOSED AGGREGATE CONCRETE	30	HEAVY TIMBER CLADDING & BEAMS
15	FIBER BOARD OF HORIZONTAL LAP JOINTS	31	FIBER BOARD OF HORIZONTAL LAP JOINTS
16	VINYL CLADDING	32	EXPOSED AGGREGATE CONCRETE

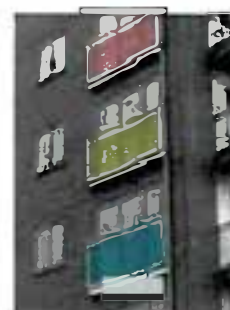


30 HEAVY TIMBER CLADDING & BEAMS

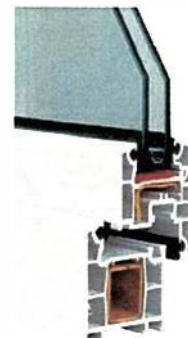
15 FIBER BOARD OF HORIZONTAL LAP JOINTS

18 BRICK VENEER (15 CM x 10 CM)

19 BRICK VENEER (15 CM x 10 CM)



MATERIAL LEGEND (STUDENT HOUSING)		
1.1	1.1.1	1.1.1.1
1.2	1.2.1	1.2.1.1
1.3	1.3.1	1.3.1.1
1.4	1.4.1	1.4.1.1
1.5	1.5.1	1.5.1.1
1.6	1.6.1	1.6.1.1
1.7	1.7.1	1.7.1.1
1.8	1.8.1	1.8.1.1
1.9	1.9.1	1.9.1.1
1.10	1.10.1	1.10.1.1
1.11	1.11.1	1.11.1.1
1.12	1.12.1	1.12.1.1
1.13	1.13.1	1.13.1.1
1.14	1.14.1	1.14.1.1
1.15	1.15.1	1.15.1.1
1.16	1.16.1	1.16.1.1
1.17	1.17.1	1.17.1.1
1.18	1.18.1	1.18.1.1
1.19	1.19.1	1.19.1.1
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**The Corporation of the District of North Vancouver**

**Bylaw 8262**

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

---

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

**1. Citation**

This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)”.

**2. Amendments**

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

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from “Residential Level 5: Low Density Apartment” (RES5) to “Institutional”.

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

**PUBLIC HEARING** held

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

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

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

---

Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk



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

**Bylaw 8263**

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

---

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)".

**2. Amendments**

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

(a) Part 2A, Definitions is amended by adding CD 109 to the list of zones that Part 2A applies to.

(b) Part 2A, Definitions is amended by adding the following definition:

*"multi-family flex unit"* means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m<sup>2</sup> (796.5 sq. ft.) and contains a defined area (the "lock-off room") for potential separate accommodation, where the "lock-off room" is not a separate strata lot.

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

"Comprehensive Development Zone109                      CD 109"

(d) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**"4B109 Comprehensive Development Zone 109      CD 109**

**The CD 109 zone is applied to:**

1923, 1935, 1947 and 1959 Purcell Way

As illustrated on Schedule A.

#### **4B109-1 Intent**

The purpose of the CD 109 Zone is to permit a multi-family residential development which includes apartments and townhouses.

#### **4B109-2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 109 Zone:

a) Uses Permitted Without Conditions:

*Not Applicable*

b) Conditional Uses:

i) *Residential use*

#### **4B109-3 Conditions of Use**

- a) Residential: ***Multi-family flex units*** are only permitted when the following conditions are met:
- (a) Where the total multi-family flex unit has a gross floor area of not less than 74 m<sup>2</sup> (796.5 sq. ft.)
  - (b) Where the defined "lock off area" is not less than 24 m<sup>2</sup> (258.3 sq. ft.) and not more than 37 m<sup>2</sup> (398 sq. ft.);
  - (c) Where the defined "lock off area" is not a separate strata lot;
  - (d) Where the defined "lock off area" includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
  - (e) Where the defined "lock off area" has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.
- b) ***Residential: Residential use*** is only permitted when the following conditions are met:
- (a) Each dwelling unit has access to private or semi-private outdoor space; and
  - (b) Each dwelling unit has access to bicycle storage.

#### **4B109-4 Accessory Use**

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units.

#### **4B109-5 Density**

- a) The maximum permitted density is 90 residential units and 1.0 floor space ratio.
- b) For the purpose of calculating *gross floor area* the following are exempted:
  - i. Underground parking completely below finished grade;
  - ii. Underground storage completely below finished grade;
  - iii. Shared bicycle facilities including parking, storage, maintenance and washing areas located in the parkade;
  - iv. The shared amenity building of up to 450 m<sup>2</sup> (4,844 sq. ft.);
  - v. Additional amenity space in the apartment building of up to 50 m<sup>2</sup> (538 square feet);

#### **4B109-6 Amenities**

- a) Despite Subsection 4B109-5, permitted density in the CD 109 Zone is increased to a maximum of 17,563 m<sup>2</sup> (189,051 sq. ft.) *gross floor area* and 184 units if the owner:
  - i. Contributes \$1,698,940 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities and child care; and
  - ii. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

#### **4B109-7 Setbacks**

- a) Minimum required setbacks to building face:

<b>Setback measured to the Property Line</b>	<b>Minimum Required Setback to Building Face</b>
North Property Line, next to Purcell Way	4.9 m (16.1 ft.)
West Property Line	6.41 m (21 ft.) Except that the shared amenity building may have a 0 m setback.

From East Property Line next to Greg Lee Way and Capilano University	
i) Townhouse Building 7, in accordance with Schedule B	i) 0 m
ii) Apartment Building	ii) 2m (6.5 ft)
From South Property Line	6.1m (20 ft.)

- b) Minimum required setbacks to balconies and other extensions may not encroach more than 1.8 m (6.0 ft) into any setback area and cannot extend beyond a property line.

#### **4B109-8 Height**

- a) The maximum permitted height for any building in the CD 109 Zone, shall be regulated as follows, where building numbers are listed on Schedule B:

<b>Building</b>	<b>Maximum Permitted Height</b>	<b>Maximum Permitted number of stories</b>
Apartment Building	26.5 m (87 ft)	6 stories
Amenity Building	10.7m (35 ft)	2 stories
Townhouse 1	12.2m (40 ft)	4 stories
Townhouse 2	13.7 m (45 ft)	4 stories
Townhouse 3	13.1 m (43 ft)	3 stories
Townhouse 4	15.24 (50 feet)	4 stories
Townhouse 5	13.7 m (45 ft)	4 stories
Townhouse 6	12.8 (42 ft)	4 stories
Townhouse 7	14.0 m (46 ft)	4 stories

- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 109 zone: Elevator penthouses, emergency exit stairs, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 3.0 metres (10 feet) above the highest point of any roof surface.

#### **4B109-9 Coverage**

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 55%.

#### **4B109-10 Landscaping and Storm Water Management**

- a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2m (6.6. ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from view:
  - i) any utility boxes, vents or pumps that are not located underground and/ or within a building; and
  - ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground or within a building.

#### **4B109-11 Parking, Loading and Servicing Regulations**

- a) Parking and loading are required as follows

<b>Use</b>	<b>Parking Requirement</b>
<i>Residential</i> dwelling unit in a mid rise, low rise, or high rise building	1.2 space/ unit
<i>Residential</i> townhouse dwelling unit	1.75 space/ unit
<i>Residential</i> townhouse dwelling unit with a "lock off unit"	2.25 space/ unit
<i>Residential</i> Visitor Parking	0.1 space / unit

- b) Bicycle storage for residents shall be provided on the basis of two spaces per unit.
- c) Except as specifically provided in 4B109-11 (a) and (b) Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."

- 2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Low Rise Residential Zone 1 (RL1) to Comprehensive Development Zone 109 (CD 109).



2.3 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Low Rise Residential Zone 1 (RL1) to Public Assembly (PA).

2.4 The Siting Area Map section is amended by:

- (a) Deleting Plan Section R/14C1 and replacing it with the revised Plan Section R/14 C1 attached in Schedule C; and,
- (b) Deleting Plan Section PA/5 and replacing it with the revised Plan Section PA/5 attached in Schedule D.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1361 (Bylaw 8263)" as at Third Reading

---

Municipal Clerk

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

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

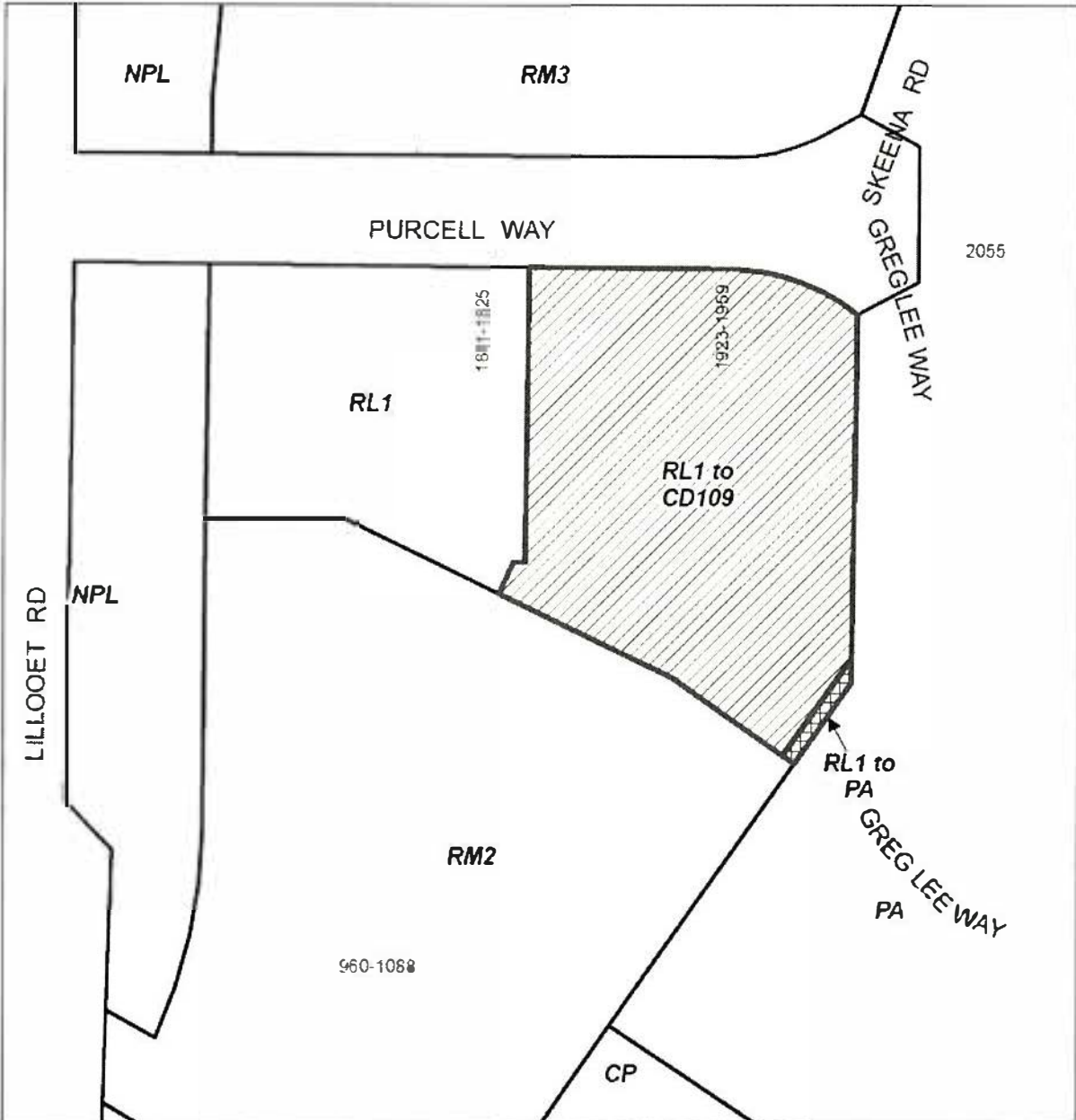
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Municipal Clerk

Schedule A to Bylaw 8263

**BYLAW 8263**

The District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)



LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO  
COMPREHENSIVE DEVELOPMENT ZONE 109 (CD109)

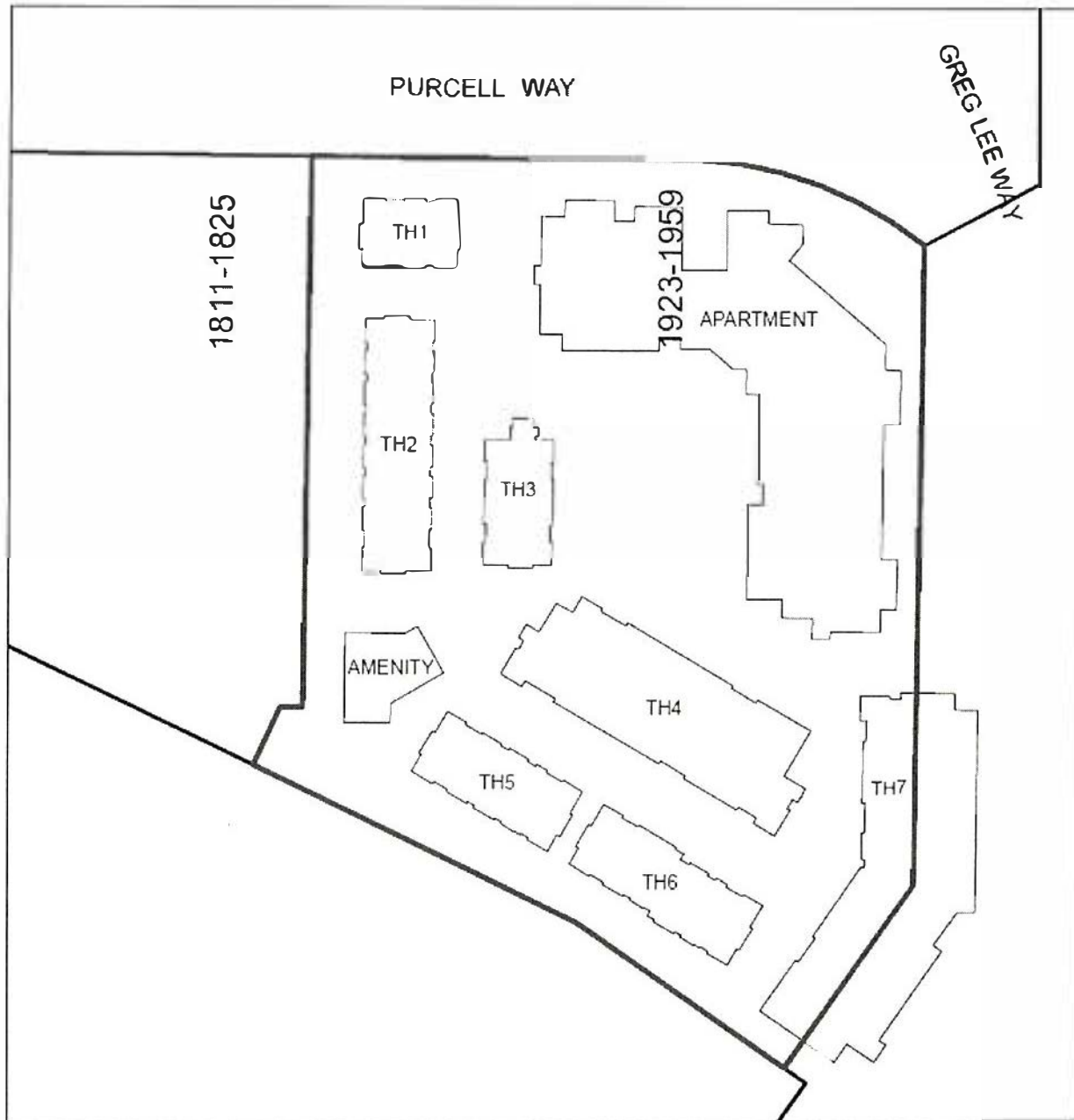


LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO  
PUBLIC ASSEMBLY ZONE (PA)



## Schedule B to Bylaw 8263

Building Numbering as referenced in Comprehensive Development Zone 109  
(CD109) Sections 4B109-7 Setbacks and 4B109-8 Height



**PLAN SECTION PAGE R/14C1**

**SP**

**PRO**

**PA**

**NPL**

**RM3**

**PURCELL WAY**

**JILLOET RD**

**RL1**

**NPL**

**RM2**

**NPL**

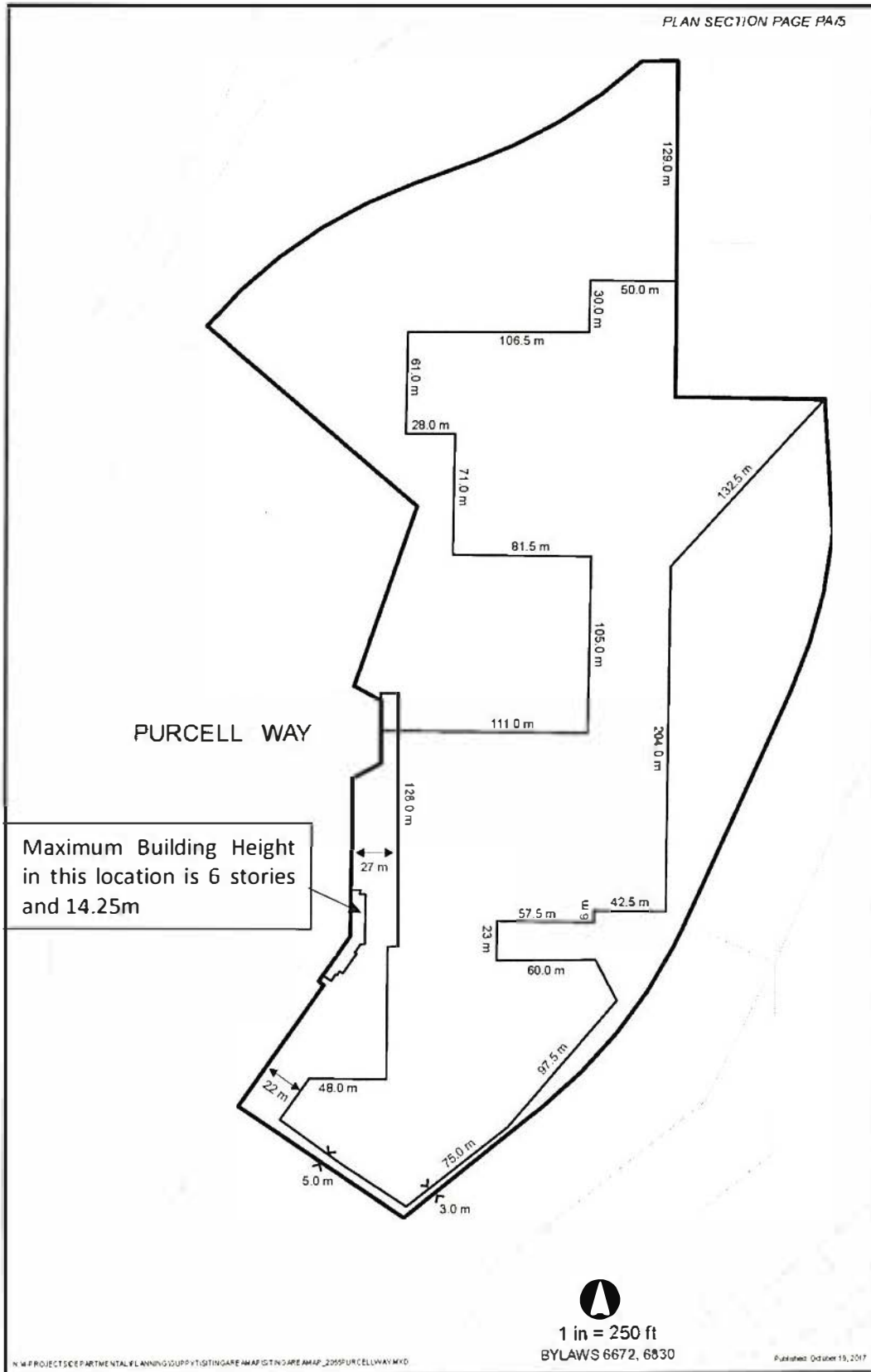
**CP** 1 in = 175 ft  
BYLAWS 4168, 4251, 4378,  
4558, 6543

ALL SITING AREAS MARKED 'A' ON THIS PLAN ARE RESTRICTED TO ACCESSORY BUILDINGS & STRUCTURES

PROJECT TO DETERMINE THE PLANNING USE OF THIS AREA AND ITS SUBDIVISION, DISTANCE, AND WIDTH

Revised Edition - 3/2011

# Schedule D to Bylaw 8263





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

**Bylaw 8264**

A bylaw to enter into a Housing Agreement  
(1923-1959 Purcell Way)

---

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 8264, 2017 (1923-1959 Purcell Way)".

**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 Woodbridge Homes Ltd., or its assignee, substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the parcel located at 1923 Purcell Way in the District of North Vancouver shown diagonally hatched on the sketch plan attached hereto as Schedule "A".

**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

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**BYLAW 8264**



SUBJECT SITE



## Schedule B to Bylaw 8264

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

a company incorporated under the laws of the Province of British Columbia having an office at

{the "Developer"}

AND:

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

{the "District"}

WHEREAS:

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

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

## 1. DEFINITIONS

### 1.01 Definitions

In this agreement:

- (a) "*Development Permit*" means development permit No. \_\_\_\_\_ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than \_\_\_\_\_ 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 8264 and remain in effect until terminated by the District as set out in this Agreement.

## 3. RENTAL ACCOMODATION

### 3.01 Rental Disclosure Statement

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

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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



3.08 Release of Covenant *[optional clause]*

The District agrees that if the District of North Vancouver Rezoning Bylaw \_\_\_\_ (Bylaw \_\_\_\_), 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:

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 8264.

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 8277**

A bylaw to enter into a Housing Agreement  
(2055 Purcell Way)

---

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 8277, 2017 (2055 Purcell Way)".

**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 Capilano University substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the portion of PID 003-731-383 Block E District Lots 612, 614 and 620 Plans 18448 and \_\_\_\_\_ shown cross-hatched on the sketch plan attached hereto as Schedule "A".

**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

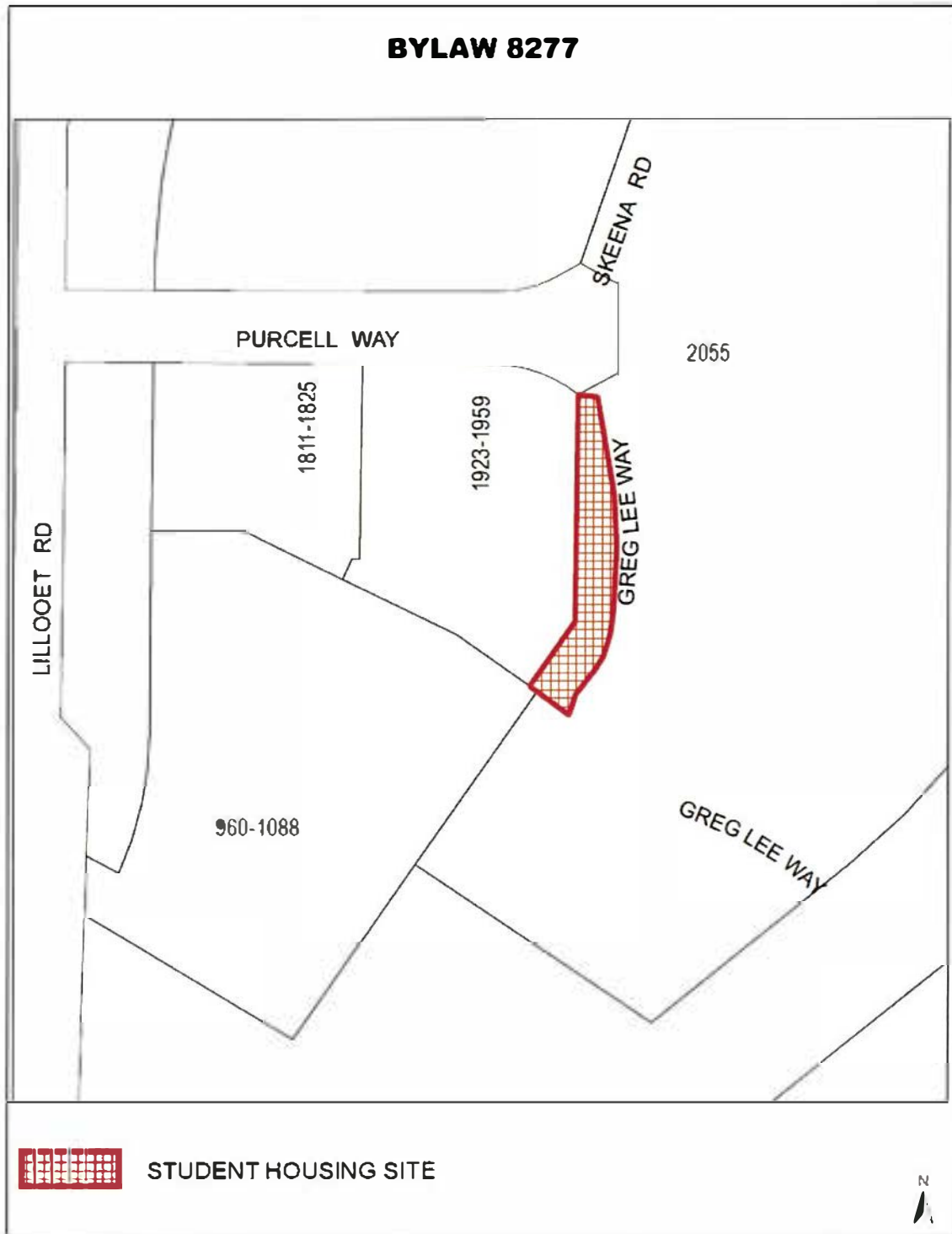
Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8277

Sketch Plan



**Schedule B to Bylaw 8277**

**SECTION 219 HOUSING AGREEMENT COVENANT**

THIS AGREEMENT dated for reference the \_\_ day of \_\_\_\_\_, 201\_\_

BETWEEN:

**CAPILANO UNIVERSITY** 2055 Purcell Way, North  
Vancouver, B.C. V7J 3H5

("Capilano University")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH  
VANCOUVER**, 355 West Queens Road, North Vancouver, BC  
V7N 4N5

(the "District")

WHEREAS:

1. Capilano University is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "**Land**");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
4. Capilano University and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Owner and other good and valuable consideration, the receipt and sufficiency of which the



Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:
  - (a) “Building” means the building on the Land contemplated in the Development Covenant;
  - (b) “Development Covenant” means the section 219 covenant registered under number \_\_\_\_\_ at the LTO against the Owner’s title to the portion of the Land outlined in heavy black on the reference plan of covenant prepared by \_\_\_\_\_, BCLS, deposited in the LTO under number \_\_\_\_\_;
  - (c) “Land” has the meaning given to it in Recital A hereto;
  - (d) “LTO” means the Lower Mainland Land Title Office and any successor of that office;
  - (e) “Owner” means Capilano University any person or persons registered in the LTO as owner of the Land; and
  - (f) “University Rental Housing” has the meaning given to it in the Development Covenant.
2. **University Housing** – The Building shall not be used or occupied for any purpose whatsoever save and except for the purposes of University Rental Housing.
3. **No Strata Subdivision** – The Building shall not be subdivided under the *Strata Property Act* (British Columbia).
4. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “A”, sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
5. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

6. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
  - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
  - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
7. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (e) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
  - (f) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
  - (g) time is of the essence;
  - (h) all provisions are to be interpreted as always speaking;
  - (i) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
  - (j) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
  - (k) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;

- (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
  - (m) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
8. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

Attention:  
Fax: (604)

- (b) if to the District, as follows:

The Corporation of the District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: General Manager, Planning, Properties and Permits  
Facsimile: (604)

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this Section.

9. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.

10. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
11. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
12. **No Effect on Laws or Powers** – This Agreement and the Owner’s contributions, obligations and agreements set out in this Agreement do not:
  - (a) affect or limit the discretion, rights or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
  - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
13. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
14. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
15. **Agreement for Benefit of District Only** – The Owner and the 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 tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Suite; and

- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
16. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
17. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
18. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
19. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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 and unaffected by that holding or by the severance of that part.
20. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
21. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
22. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.



**Schedule "A"**

CANADA

PROVINCE OF BRITISH COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT with  
the District of North Vancouver ("Housing  
Agreement")

I, \_\_\_\_\_, OF \_\_\_\_\_, British Columbia, do solemnly  
declare:

1. That I am the Owner of the portion of the parcel (the "Land") legally described as [insert legal] identified in the housing agreement registered at the Land Title Office against title to said parcel under number \_\_\_\_\_ (the "Housing Agreement"), and make this declaration to the best of my personal knowledge.

[or]

That I am the \_\_\_\_\_ (director, officer, employee) of the Owner of the portion of the parcel (the "Land") legally described as [insert legal] identified in the housing agreement registered at the Land Title Office against title to said parcel under number \_\_\_\_\_ (the "Housing Agreement"), and [make this declaration to the best of my personal knowledge] have been informed by \_\_\_\_\_ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the building on the Land, as described in the Housing Agreement was use and occupied only as university rental housing in accordance with the Housing Agreement.
4. 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 pursuant to the *Canada Evidence Act*.

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

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British Columbia

\_\_\_\_\_  
} Signature of person making declaration

**- END OF DOCUMENT -**

BOB HEASLIP

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DEVELOPMENT PLANNING STRATEGIES

**1923 - 1959 PURCELL WAY PUBLIC INFORMATION MEETING**

**MEETING SUMMARY REPORT**

**Meeting Date:** September 12, 2017

**Time:** 7:00 pm – 8:50 pm

**Location:** Lower Food Court, Capilano University, North Vancouver

**Attendance:** Approximately 61 community members

**Meeting Purpose:** As requested by District of North Vancouver Planning prior to the Preliminary Rezoning Application submission:

- To present proposed development details
- To provide an opportunity to ask questions, receive comments and suggestions about the proposed development

**Notification:** By newspaper advertisements in the North Shore News September 6th and 8th, 2017, Site Signage, and direct delivery to 325 homes within 100 metres of the site, and 90 homes on site, all as per District of North Vancouver requirements (refer to Attachments)

**Project Team:**

- Kevin Johnston, CFO, Woodbridge Northwest Communities (WNC)
- Andrew Martin, VP Finance, WNC
- Reid Thompson, VP Development, WNC
- Kasey Clark, Development Coordinator WNC
- Bryce Rositch, Rositch Hemphill Architects
- Stephen Vincent, DKL Landscape Architects
- James Lao, Bunt & Associates Traffic Engineers

**District of North Vancouver:**

- Tamsin Guppy, Community Planner

**Capilano University:**

- Paul Dangerfield, President, Capilano University
- Marc Clifford, Director, Contract Services & Capital Planning

**Strata Council, 1923 - 59 Purcell Way:**

- Penny Chester, President

**Facilitator:**

- Bob Heaslip, Development Planning Strategies

**Overview:**

Participants were welcomed by the applicant team at the front table, requested to sign in, were handed a comment sheet, and then directed to refreshments and the display boards, which were located along the front of the seating area. The Architect, project team consultants and developer representatives were available to discuss the plans and answer questions.

The presentation portion of the meeting began at 7:10 pm with introductions of the project team by Bob Heaslip, as well as the Capilano University representatives, and the President of the 1923-59 Purcell Way Strata Council.

The President of Capilano University welcomed everyone to Capilano University and thanked them for their interest in this project. He outlined the University's aims with regard to program, future growth and meeting student housing needs. He also commented on the discussions and agreement in principle with WNC, and support for their proposal for the addition and management of 60 student housing units as part of the development proposal.

The WNC CFO provided background on his company, indicating that it is a local family owned development company that has built a number of residential projects in the Metro Vancouver area, including Burnaby and Surrey, and Langley. The company has also built projects in Washington State. Over 1500 units have been completed over the last 5 years. He further described the process WNC has undertaken to collaborate with District of North Vancouver Planning, Capilano University, the neighbouring community and the current site owners to create a project that is well accepted by the community. He also outlined the progress and changes made since the last Open House meeting in November of 2016, based on the input received from the site Strata, immediate neighbours, District staff and Capilano University.

The Strata President provided a brief history of the existing strata, the present status of the buildings, the complex issues being faced by the current owners, and why they had chosen to proceed with WNC as a partner to redevelop the site.

BH then outlined how the meeting would proceed, with a presentation by the NWC consultant team providing project information. Questions of clarification were provided for during the presentation. This meeting session was intended to present the revised formal rezoning development concept to community members prior to proceeding to a Council Public Hearing. It is also intended to provide an opportunity to ask clarifying questions and comment on the proposal.

He requested that participants be respectful of each other's questions, comments and opinions. BH reminded participants to complete the Comment Sheets and either leave them at the table by the entry, or email them to either Tamsin Guppy at the District or to WNC.

8210 Elliott Street, Vancouver, BC V5S 2P2  
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EMAIL – [planit54@telus.net](mailto:planit54@telus.net)

**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes  
October 19, 2017**

The project Architect gave an overview of the site location and characteristics, the project statistics, design and intent of the proposed redevelopment of the site. In addition, he summarized the revisions made to the proposal based on comments received since November of 2016.

The Landscape Architect reviewed the existing tree locations on the site, and in particular talked about significant trees to be saved and protected during construction, and the landscape plan that would incorporate those trees as well as remove invasive planting, while introducing comprehensive replanting of compatible trees, shrubs and flowers.

The traffic consultant summarized the preliminary traffic and parking analysis undertaken to date, including preliminary traffic counts in the neighbourhood, trip modelling, and forecast traffic and parking demand of the proposed development. He indicated that as the preliminary data was collected during the summer months, additional detailed analysis would occur during September with the University session underway, and neighbourhood traffic back to normal with the return to work and school by neighbours.

During and after the presentation, the following questions and comments were provided.

**Dialogue:**

Following the Project Team presentation, the following questions and comments were provided.

(Q = Question, A = Answer, C = Comment)

- Q Existing Parking in a neighbouring strata complex is insufficient, which leads to a concern with the adequacy of the proposed parking for this project proposal for 1.5 stalls per unit. How was this figure determined?
- A A Preliminary Traffic & Parking Survey was conducted during the summer months by Bunt & Associates, to provide base data, which determined that 1.1 stall per unit is sufficient given location, direct access to transit. Their counts identified a number of vacant stalls in comparable developments.
- Q Concern with exiting the proposed project, as the neighbouring strata exiting is difficult at peak periods for existing neighbouring stratas. Is one exit enough in the proposed project?
- A The traffic consultant believes that one central access and egress to underground parking is sufficient, with a separate emergency vehicle access/egress into the central courtyard and manoeuvring area serving ambulance, early response vehicles and fire trucks.
- C It is felt that the statistics for existing parking resulting in 1.1 stalls per unit are inaccurate.
- A The measuring of existing traffic and parking earlier in the summer indicated a more detailed Traffic Impact Study is needed, which will be conducted in September to

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**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes**  
**October 19, 2017**

more accurately measure Capilano University traffic, as well as day to day normal traffic with the majority of people back to work, and kids in school. This additional study will be reviewed by the District Traffic staff and discussed with them to confirm and finalize the site design.

The Community Planner described the District evaluation process and Traffic Demand Management assessment and measures that District Engineering staff apply to such projects in existing areas.

- Q Capilano University student expressed appreciation for provision of student housing as part of the project, but what is the rationale for the provision of only 60 units?
- A The 60 unit number was the maximum achievable unit count due to site and economic constraints.
- Q Concerns with the proposed road improvements, street widening and landscape changes. How are the proposed changes going to impact the existing neighbours?
- A The proposal includes a small widening of the road to allow for additional room for a car and a cyclist. There will be removal of some unsafe trees along Purcell Way.
- Q 1.5 stalls per unit may not be adequate. Concerns are related to the intersection, bus loop area and impact on vehicle manoeuvring and blockages during peak times.
- A The proposed development will only add one car per minute during peak hours. The improvements to the Purcell/Greg Lee Way intersection will help improve the flow of traffic. The primary driver of the traffic on Purcell Way at peak hours relates to the influx and outflow of student, faculty and staff at Capilano University.
- Q There are concerns with the impact of a 6 storey building size and its impact on the neighbourhood.
- A The Community Planner indicated that the proposed project is consistent with the OCP, but should not be viewed as a precedent for all future developments in the area, the proposals intended to resolve the state of repair and financial impact issues faced by the existing strata and has taken several years to get to this stage. As a result it is unlikely to set the tone for future development in the neighbourhood.
- Q What is the proposed new zoning for this project?
- A It will be CD (Comprehensive District) specifying the number of units and 1.75 FSR, tailored to the site.



**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes  
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- Q Will there be parking available on Cap U campus for student parking or neighbour parking?
- A Parking for all students in the Student Housing will be provided by Cap U.
- C There is an existing arrangement for overnight parking by neighbours if the cars are gone by 7:30 am daily.
- Q If important trees to be retained are damaged during construction what is the process for replacement?
- A The Landscape Architect stated that tree damage is unlikely given the root protection zones and described the District Tree Protection Policy, a joint review by the District Arbourist and proponent Arbourist, including the sizing of designated trees, protection of the trees and their roots, and replacement tree sizes of 4 to 5 meters in height, or larger if available from the supplier. In addition SV reviewed the landscape plan including planting and tree types.
- Q Is the proposed Clubhouse for student use as well as residents?
- A No, the Clubhouse is only for use by residents of the strata and the of the adjacent strata that shares the pool and clubhouse. .
- Q Will the existing adjacent pool be redeveloped?
- A No, while the pool is shared by two stratas, it is located on the neighbouring property and is not part of the new development works.
- C The Strata President stated that from the residents of the 1923 - 59 Strata residents' perspective, the redevelopment team has worked well with us and emphasized the benefits of the difficult decisions we've made relative to the new development. These decisions have not been taken lightly, but existing owners have and are facing significant hardship and do not wish to adversely affect their neighbours with a substandard replacement project.
- Q How is parking determined, and how will the proposed parking provided affect street parking?
- A The Community Planner reiterated and described the District evaluation process and confirmed the District's commitment to consider and optimally deal with parking.
- C Another proposed entrance to the University would ease traffic concerns.
- Q Will there be rental restrictions on the proposed development units?

**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes  
October 19, 2017**

- A No a Covenant Housing Agreement with WNC and the District will allow for owners to rent their units, and prevent the future Strata from restricting the right to rent. This approach will enhance housing supply in the area.
- Q What is the construction schedule for the project?
- A It is anticipated by WNC that District approvals will take 12-18 months, and that construction will take 24-28 months. We are hoping that completion of the buildings will start in 2020/2021. Site construction offices and trade parking is anticipated to be staged and located on Greg Lee Way.
- C Councillor Hicks commented on the Lower Mainland's need to encourage alternate modes of transit other than cars, and ensuring that rental housing is being replenished.
- A The Strata President responded that there are approximately 20 existing renters in the complex, and that many of them were authorized by the Strata Council on account of hardship exemptions as a result of the problems with the property. The majority of renters were aware of the redevelopment timeline when they rented the units and will be provided with a minimum of 12 months notice to find new accommodations.
- Q Concern was raised regarding privacy along the west property line. Will trees and landscaping be adequate with the new planting plan?
- A The Landscape Architect stated that due to the number and size of existing trees (and roots) to be retained in that area, grade cannot be changed. The understory of those retained trees will improve their health and look with the removal of invasive species and replanting with appropriate planting. Any fencing will involve neighbour and District input to that design.

**Summary of Community Input**

Based on the questions and comments made at the meeting, the 5 Comment Sheets dropped at the table following the meeting, and 7 additional comments subsequently submitted to the District, the following key issues and concerns were highlighted:

- Proposed density and resulting traffic impact, flow and volume in the area
- Parking adequacy at the proposed 1.5 stalls per unit, including visitor parking, based on the number and type of proposed residential units
- Adequacy of site access and site egress
- Adequacy of local resident only street parking, including adding more street parking along both sides of Lillooet Rd.
- Suggestion of an addition of a pedestrian controlled crossing light at Purcell and Greg Lee Way
- Suggestion of a bike lane on Purcell Way
- Capilano University existing access and egress, traffic impact on neighbours

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**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes  
October 19, 2017**

- The need to make available additional parking in the University lots overnight for Purcell Way residents to alleviate parking pressures
- Retention of existing trees, replacement of existing removed trees by mature trees
- The look/adequacy of proposed new landscaping and fencing, particularly along the west property line with respect to privacy and screening
- Impact of the proposed 6 storey residential building on the neighbourhood, and the precedent for future development in the neighbourhood
- The relocation of the proposed Adventure Playground would lessen noise impact on residents
- Support of student housing, and any additional increase to student rental units that could serve the University
- Support for the addition of more affordable market/rental and student housing in the District

**Meeting Conclusion**

Bob thanked everyone attending, and for their patience during the meeting. He will be preparing a meeting summary report for submission to the District of North Vancouver as part of the zoning process.

He also indicated that the project team will stay in contact through the District Rezoning process, and encouraged the Community to keep in touch through Reid Thompson if there were any further questions for WNW, and Tamsin Guppy if there were any further questions for the District Planning Dept. the Rezoning Public Hearing. RT indicated there is also a project website to keep informed - [development@capilano.com](mailto:development@capilano.com)

The project team thanked everyone for their time and comments, and the meeting adjourned at 8:50 pm.

**Note:**

- 61 people filled out their contact information on the Sign In Sheets
- 5 people filled in Comment Sheets and left them at the sign in table, and 7 additional emails and letters were submitted to the District within the 2 week submission period.

**Attachments:**

- News ads
- Notification Flyer
- Delivery Map
- Site sign photo

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**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes  
October 19, 2017**

- Sign in Sheets (completed)
- Comment Sheets;
- Emails, Comment Sheets & Letters (Subsequently received)

*Prepared by Bob Heaslip,  
Draft Sept. 27th, 2017 Revised Final October 19th, 2017*

***These notes are intended and assumed to be a fair, accurate reflection and record of the dialogue that occurred, unless the writer is informed otherwise in writing.***



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## PUBLIC INFORMATION MEETING

Woodbridge NW (Lynn timer) Homes Ltd. is hosting a Public Information Meeting to present the redevelopment of the existing residential strata complex at 1923, 1935, 1947 and 1959 Purcell Way.

You are invited to a meeting to discuss the project.

**Date:** Tuesday, September 12, 2017

**Time:** 7:00 – 8:30 PM

**Meeting Location:** Capilano University, 2055 Purcell Way,  
North Vancouver, BC

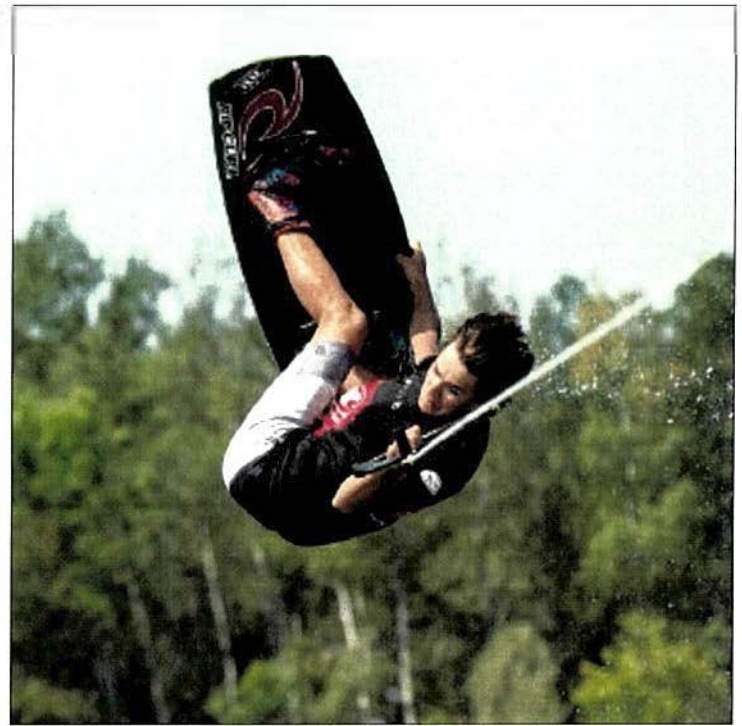
**Room:** BR169 (Lower Food Court, Birch Building)

The applicant proposes to rezone the site into a six storey apartment building and three to four storey townhomes. A purpose built student housing building is proposed to be built on adjacent campus land. The proposal includes 184 residential units and 60 student beds, with underground parking and an amenity building.



Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or more information, please contact Reid Thompson, VP Development of Woodbridge NW (Lynn timer) Homes Ltd. at 604-901-7686 ext. 112, or the District Planning Department at 604-990-2387, 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.**



**WAKEY WAKEY** North Vancouver 15 year old twins Hunter (above photo) and Jordan Smith made a big splash at the 2017 Canadian Wake Nationals held in Newmarket, Ont., Aug. 19-21. Hunter won the junior men's (18U) behind the boat competition, while Jordan claimed gold in the junior men's straight-line cable contest with Hunter finishing third. The boys live and train in Deep Cove. PHOTOS SUPPLIED



## Capilano Blues host soccer home openers Sunday

Soccer season at Capilano University kicks off this week with the Blues women and men visiting Quest University on Wednesday before playing their home openers Sunday against Langara.

On the men's side, the Blues will be looking to keep the good times rolling after winning two straight PacWest titles. The only way they could improve upon their gold standard 169d be to carry their championship prowess to the national level. In 2015 the Blues won

silver at the CCAA national championships and last season they claimed bronze.

On the women's side, the Blues will be looking to build off of last season's success. Capilano claimed bronze in the PacWest league last season, earning their first women's soccer medal in nearly a decade.

The action gets underway Sunday at Capilano with the women taking on Langara starting at noon followed by the men at 2:30 p.m. For full schedules and results visit [pacwestbcca.com](http://pacwestbcca.com).



## INQUIRING REPORTER

### Was it a good idea to scrap tolls on two bridges?

Bridges are all good until the daily commute starts to take its toll on people's pocket books and sanity. The B.C. NDP made moves last week to ease the burden by removing tolls on the Port Mann and Golden Ears bridges. For twice daily commuters, this could mean savings of more than \$1,000 per year. While many are thrilled at bridge-users not having to dole out money for daily tolls, others might gruff at the idea of the taxpayer now being even more on the line for paying off the bridges. Where do you stand? Weigh in at [nsnews.com](http://nsnews.com)

— Ben Bergeson



**Colleen Chang**  
Vancouver

"I'm fine with not having any tolls on it. I think a lot will be more accessible going across the bridge now that there's no tolls."



**Brad Trenaman**  
North Vancouver

"I think it's a good idea. They always said they were going to get rid of the tolls, so they're doing what they said they were going to do."



**Joseph Robahug**  
North Vancouver

"What about the budget? If we're paying for that, that's not good anymore. We have been taxed a lot."



**Mark Shirreff**  
North Vancouver

"I think it's a good idea. Either toll all of them or toll none of them. We benefit from free Lions Gate and free Second Narrows all the time."



**Susanne Hawkins**  
North Vancouver

"It doesn't really affect me because I don't really use those bridges very much."

## MAILBOX

### Build schools, not hydroelectric dam

Dear Editor:

Re: NDP Will Be Challenged to Meet Expectations, Aug. 23 View from the Ledge opinion column.

In response to Keith Baldrey's recent piece, I'd like to comment on the Site C power dam situation.

Yes, the dam will saddle B.C. Hydro with billions in debt, a debt that we as taxpayers must take responsibility for.

And this debt might be more palatable if we needed the electricity. But we don't.

And by the time we might need it, the world

and hopefully our province, will have turned their sites to solar, wind and geothermal energy – energy that is cheaper and more environmentally friendly.

This project should be stopped, the land repaired and the workforce deployed to building schools, hospitals and housing, or maintaining and repairing the infrastructure (roads, bridges, power lines, sewer and water pipes, forests) that was left to fall apart under the previous government.

Linda Forsythe  
Burnaby

### Will premier make good on promises?

Dear Editor:

Re: Energy Projects to Strain NDP/Green Pact, Aug. 9 View from the Ledge.

Premier John Horgan is finding out that saying and doing are different and difficult paths – sort of like having someone convicted of murder and sentenced to hang. Horgan and his cohort were yelling "Hang 'em!" Now they've been told to pull the lever for the trap door. Do I see hesitation as a move that hopefully someone else will be the one to give a yank?

Tom Kirk  
Osoyoos

### Town hall sitting on bistro plans

From page 8

of course, and adult club members will sip there. The club has suggested alternate locations, "some 20 metres to the east of the proposed area ... and where the food and beverage is located for the Harmony Arts Festival at the 15th Street end." No town hall response.

Objections to that 20-metre move? A mature

tree – which Breiner says isn't healthy anyway – would have to go, and the bistro would impede the water view for those coming down 13th Street.

A suspicious mind wonders: Are developers of the nearby giant Grosvenor development OK with the modest club, in the foreground of views from its fantastically expensive condos? Early on, club leaders

asked Grosvenor: No opposition, Bretner claims.

Whatever they say. Not too heavy with the mustard on that hot dog on Sunday.

\*\*\*

For dog's sake: A agent in the West Van Marine Drive liquor store was overheard saying his dog had been "rolled" by a car. Veterinarian's bill, \$13,000. [rtlaulens@gmail.com](mailto:rtlaulens@gmail.com)

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## PUBLIC INFORMATION MEETING

Woodbridge NW (Lynn timer) Homes Ltd. is hosting a Public Information Meeting to present the redevelopment of the existing residential strata complex at 1923, 1935, 1947 and 1959 Purcell Way.

You are invited to a meeting to discuss the project.

**Date: Tuesday, September 12, 2017**

**Time: 7:00 – 8:30 PM**

**Meeting Location: Capilano University, 2055 Purcell Way,  
North Vancouver, BC**

**Room: BR169 (Lower Food Court, Birch Building)**

The applicant proposes to rezone the site into a six storey apartment building and three to four storey townhomes. A purpose built student housing building is proposed to be built on adjacent campus land. The proposal includes 184 residential units and 60 student beds, with underground parking and an amenity building.



Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or more information, please contact Reid Thompson, VP Development of Woodbridge NW (Lynn timer) Homes Ltd. at 604-901-7686 ext. 112, or the District Planning Department at 604-990-2387, or bring your questions and comments to the meeting.

**\*This is not a Public Hearing. DNV Council will receive a report from staff 170 issues raised at the meeting and will formally consider the proposal at a later date.**

## **Meeting Agenda**

Doors Open: 7:00 PM

Open House Discussion: 7:00 PM – 8:30 PM

Presentation: 7:30 PM – 7:45 PM

## **Notice of a Public Information Meeting in Your Neighbourhood**

Woodbridge NW (Lynnmour) Homes Ltd. is hosting a Public Information Meeting to present the development proposal for the redevelopment of 1923, 1935, 1947 and 1959 Purcell Way.

### **If you have any comments or questions please contact:**

Reid Thompson (604) 901 7686 ext.112  
VP Development,  
[Reid@woodbridgenw.com](mailto:Reid@woodbridgenw.com)  
Woodbridge NW  
(Lynnmour) Homes Ltd.

Tamsin Guppy (604) 990 2391  
District of North Vancouver Planning Department  
[tguppy@dnv.org](mailto:tguppy@dnv.org)

### **To find out more about us, please visit:**

<http://www.woodbridgenw.com/>

Meeting Time:  
**7:00 PM on September 12, 2017**  
**Room: BR169**  
**(Lower Food Court, Birch Building)**

Location:  
**Capilano University**  
**2055 Purcell Way, North Vancouver,**  
**Birch Building, Lower Cafeteria**

This information package is being distributed to owners and occupants within 100 meters of the proposed development site in accordance with District of North Vancouver policy.



## The Proposal

Woodbridge NW (Lynnmour) Homes Ltd. is proposing to construct a six storey apartment building and three to four storey townhomes at 1923, 1935, 1947 and 1959 Purcell Way at the corner of Purcell Way and Greg Lee Way. In addition, the proposal includes a purpose-built student housing building along Greg Lee Way on adjacent campus lands owned by Capilano University. The student housing will be designed and construction in partnership with the University.

The proposal includes 184 residential units and 60 student beds. The residential units will include:

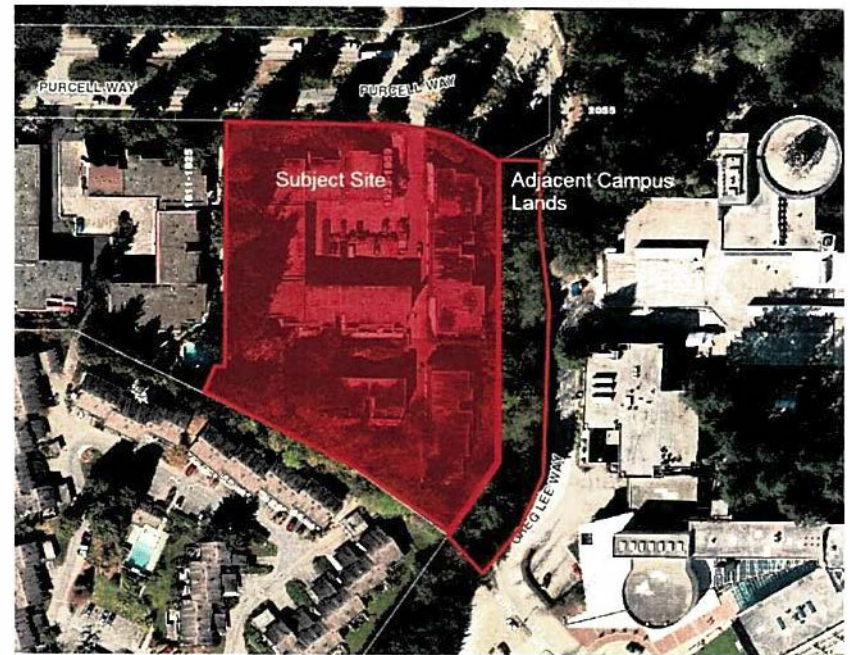
- 19 studio apartments
- 57 one-bedroom apartments
- 30 two-bedroom apartments
- 18 three-bedroom apartments
- 10 two-bedroom townhomes
- 50 three- and four-bedroom townhomes

A selection of three- and four-bedroom townhomes will contain studio lock-off suites.

The residential units will be accessed from a driveway off of Purcell Way and parking will be located in the underground parkade. 258 Private stalls, 18 visitor stalls and 368 bicycle parking spots are being provided to residents. Parking for the student housing units on campus will be provided on Capilano University property.

The proposal also includes a series of outdoor courtyard amenity areas and an active outdoor children's play area. In addition, the proposal includes a new clubhouse and fitness centre which will be shared with the adjacent strata community at 1811-1825 Lynnmour South.

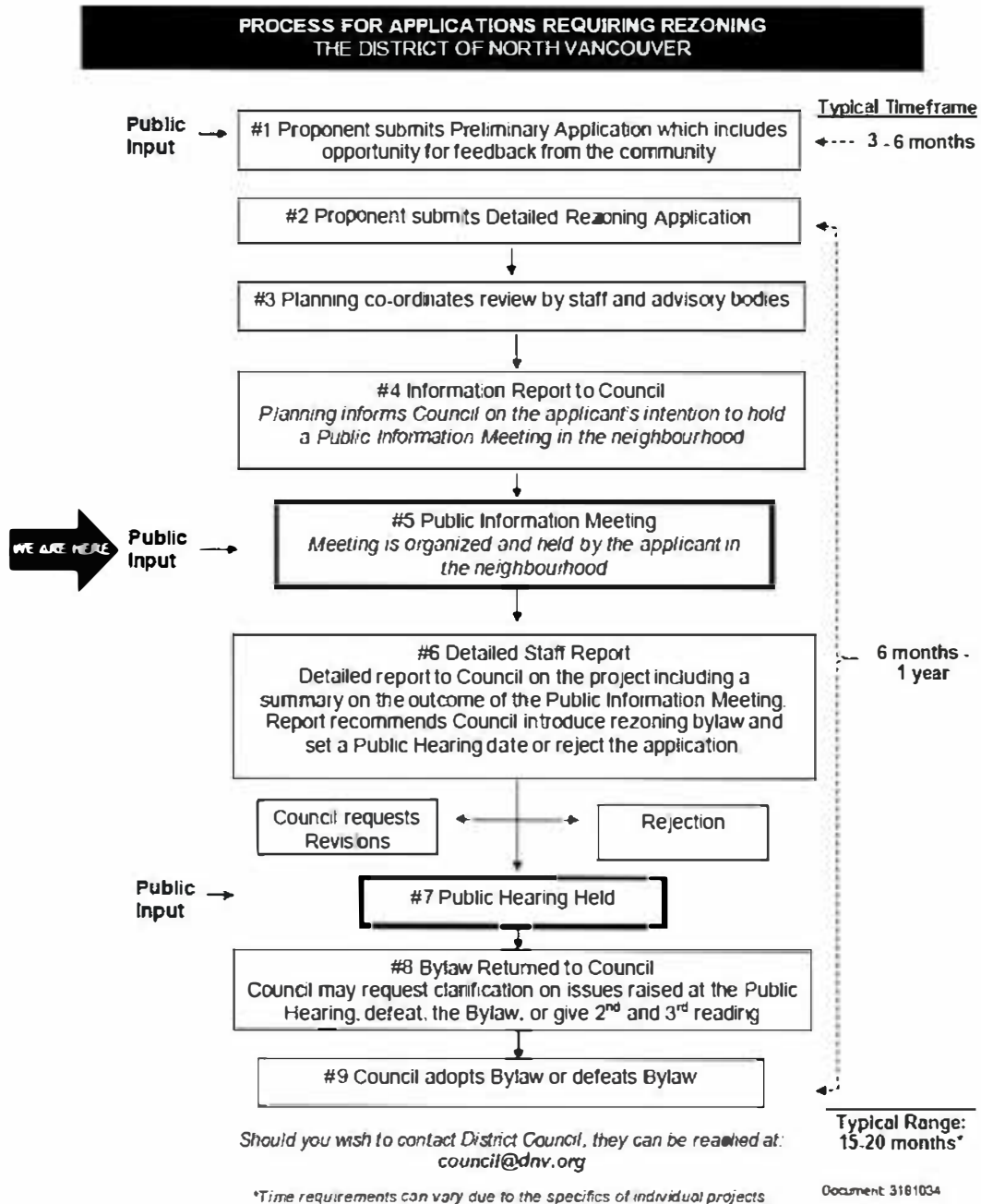
## Location Map of the Site



## Rendering of the Project



## Process for Applications







Developer's  
**Public Information Meeting**

**Proposal:**  
**6-Storey Apartment Building,  
3 to 4 Storey Townhomes,  
and Student Housing**



**7 PM, Tuesday, September 12  
Capilano University  
Birch Building, Lower Cafeteria  
Room BR169**

**Woodbridge NW (Lynn timer) Homes Ltd.  
604-901-7686**

*This meeting has been required by the District of North  
Vancouver as part of the regulatory process.*





JUL 14 2016

Planning Department  
District of North Vancouver

November 7, 2016

RE: Lynmour South – 1923, 1935, 1947 and 1959 Purcell Way

Dear District of North Vancouver Council,

The purpose of this letter is to express Strata Council VR149 support for the pre-application submittal of Woodbridge Northwest (Lynmour) to redevelop our property. The support for this redevelopment has not been an easy decision on the part of our ownership. It does not represent a financial windfall. The payout will range from \$295,000 to \$388,000 per unit. For owners who have recently purchased into the complex and/or invested in renovations, this may result in a loss. For all 90 owners, this was an unforeseen and unplanned circumstance, with implications beyond financial.

The reality of ownership at Lynmour South is substantial, regular levies to maintain this complex. This does not represent affordability, nor is it financially responsible given the uncertainties of future needs of our aging complex. After numerous meetings and discussions with the owners, the consensus is that redevelopment is the preferred option to an expensive restoration of this complex.

Lynmour South is a 40-year old complex that has identified serious, immediate and expensive infrastructure and maintenance issues. In summary,

- Our Depreciation Report, completed in 2013 (using 2012 pricing and regulatory environment) identified approximately \$3.5 million in repairs, which we had planned to implement in stages.
- A structural engineering failure of the 1947 Purcell Way building during shingle roof replacement led to the Building Envelope Condition Assessment Report (BECA) on the complex completed in 2014. That report outlines a \$4.5 million project requiring immediate attention.
- The estimates contained in both of these reports have not been updated to 2016 construction pricing and standards (for example, recent amendments to legislation respecting asbestos containment).
- The estimates also require extensive project-level refinement which is believed will increase the pricing by 25% (for instance, the \$1 million parking garage improvements does not include the cost of resurfacing, electrical work is also likely to be required, other building issues will no doubt be revealed in construction, etc.)
- These studies did not address a much needed water system upgrade estimated at \$750,000 in 2013.
- Ongoing regular maintenance reveals roofing issues (another \$1 million project) and drainage problems, as well as other costly maintenance issues common to buildings of this age and design.

In order to properly rehabilitate the complex, the estimated levy to fund the critical structural engineering project outlined in the BECA is between \$43,000 and \$56,000 per unit. Additional levies for the other required projects push the per unit levy well above \$100,000. Such

information has been included in our strata minutes, lowering the market value of the individual units.

The market value for these units is optimistically estimated at between \$220,000 to \$410,000, using a comparison to similar issue-free condos – which these are not. These investments will only bring the units to market standard and would not result in increased selling prices.

Owners voted at our Annual General Meeting (AGM) held on July 13, 2015 to proceed to marketing of our complex for sale, with 76 in favour of the 85 owners present/proxy. Our strata led a bid process in the fall of 2015. During that open bid period, the DNV provided interested developers with a memo (dated November 24, 2015) outlining property zoning issues. Multiple bids were received, with negotiations undertaken with the top two bidders. Strata Council recommended proceeding to a Letter of Intent with Woodbridge Northwest.

A Special General Meeting (SGM) was held March 20, 2016 whereby 76 of the 86 owners present/proxy approved the legal expense of the preparation of the Purchase and Sale Agreement. An informal vote was held July 20, 2016 to gauge interest in pursuing the sale. Of the 73 owners present/proxy, 68 indicated their desire to proceed with the sale process. Coinciding with the timeline of our bid process, the provincial government introduced legislation that addresses the situation of older complexes that vote to unwind their strata. The requirement for a unanimous vote has been reduced to 80% of the ownership. The coming into force of that legislation delayed our ability to proceed with the negotiations. Finally, on October 25, 2016, both parties signed the Purchase and Sale Agreement.

Throughout this long process, the Strata Council organized numerous information sessions for owners to discuss infrastructure needs, the results of the bid process and the Woodbridge offer. These meetings were all well attended. We also provided regular updates to owners.

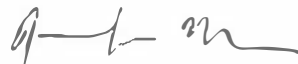
In anticipation of their redevelopment pre-application, Woodbridge Northwest (Lynmour) organized a private information session for VR 149 owners and tenants on November 1, 2016. The turnout and participation was enthusiastic. Owners expressed support of the proposed redevelopment design, in particular the inclusion of student housing, the emphasis on affordable housing options and the appeal of the site layout.

In conclusion, we offer our support of the Woodbridge Northwest (Lynmour) redevelopment pre-application. We hope that you will take into consideration the context of this redevelopment described in this letter. Please do not hesitate to contact us at [stratavr149@gmail.com](mailto:stratavr149@gmail.com) to set up a time to discuss further.

Sincerely,



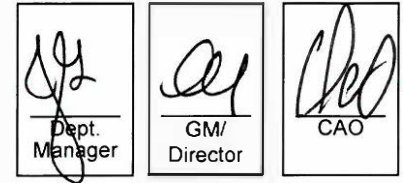
Penny Chester, President  
On Behalf of VR149 Lynmour South Strata Council



Jennifer Mancor, Vice-President

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 29, 2017  
File: 08.3060.20/065.16

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

**SUBJECT:** Bylaw 8239: Rezoning for a Triplex Project - 3030 Sunnyhurst Road

**RECOMMENDATION:**

THAT "District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)" is given SECOND and THIRD Readings.

**REASON FOR REPORT:**

Bylaw 8239 received First Reading on October 30, 2017. A Public Hearing for Bylaw 8239 was held and closed on November 28, 2017.

The bylaw is 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

**Attachments**

- Bylaw 8239: District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)
- Public Hearing Minutes – November 28, 2017
- Staff report dated October 19, 2017



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

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

### **Bylaw 8239**

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

---

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

#### **1. Citation**

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)”.

#### **2. Amendments**

The following amendments are made to the “District of North Vancouver Zoning Bylaw 3210, 1965”:

- a) Part 4B, Comprehensive Development Zone 51, (CD51), is amended as follows:

- (1) The following text is added to Section 4B276:

Amended Lot 11 (See 298518L) South ½ of Block 4 District Lot 2023 Plan 3170

- (2) A new subsection (i) is added to Section 4B278 (4)(b), as follows:

- (i) For development on Amended Lot 11 (See 298518L) South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-634):

The distance between the building wall and the interior side property lines specified in Section 4B278 (4)(b) may be reduced to a minimum of 2.13 m (7ft.) when the building flanks the interior property line.

- (3) A new subsection (i) is added to Section 4B278 (5)(c), as follows:

- (i) For development on Amended Lot 11 (See 298518L) South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-634):

In addition to parking garages, the following shall be excluded from the computation of floor space ratio:

- a. crawlspaces beneath landings not exceeding a floor to ceiling height of 1.2 m (4 ft.); and

- b. unenclosed common storage areas, up to and not exceeding 10.2 m<sup>2</sup> (110 sq.ft.) in area in total on a parcel.

(4) A new subsection (6) is added to Section 4B281, as follows:

(6) For development on Amended Lot 11 (See 298518L) South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-634):

(a) A contribution in the amount of \$23,382.00 to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):

- i) Improvements to public parks, plazas, facilities, trails and greenways;
- ii) Public art and other beautification projects; and
- iii) Affordable housing.

(b) The Zoning Map is amended in the case of the lands legally described Amended Lot 11 (See 298518L) South ½ of Block 4 District Lot 2023 Plan 3170 (PID: 013-086-634) by rezoning the land from Residential Single-Family Zone 4 (RS4) to Comprehensive Development Zone (CD51) as shown on Schedule A.

**READ** a first time October 30<sup>th</sup>, 2017

**PUBLIC HEARING** held on November 28<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

**ADOPTED**

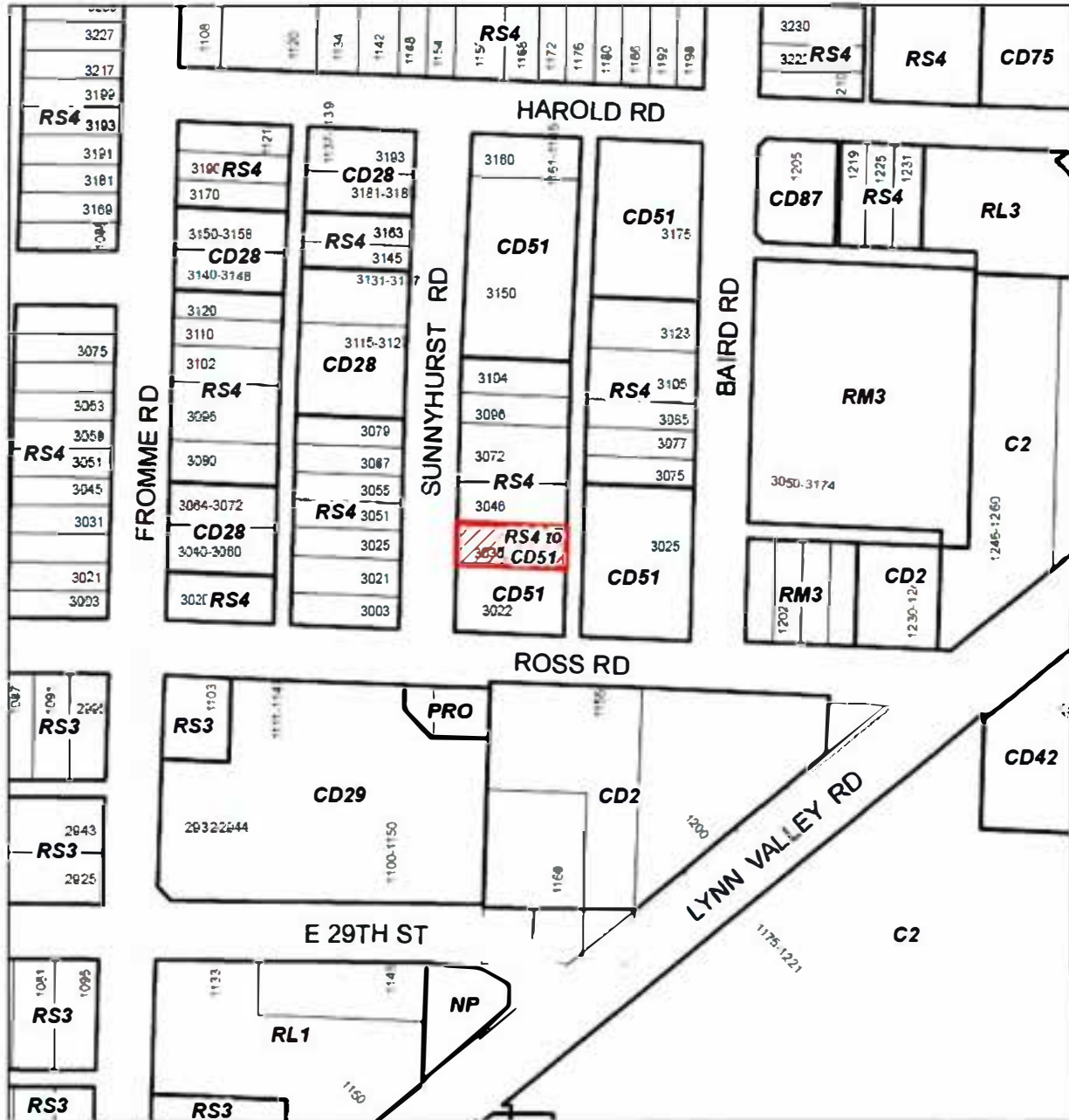
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Mayor

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

Certified a true copy

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

# Schedule A to Bylaw 8239



SINGLE-FAMILY RESIDENTIAL 6000 ZONE (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 51 (CD51)



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**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

**3030 Sunnyhurst Road  
Three Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, November 28, 2017 commencing at 7:07 p.m.

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

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

**Staff:** Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. C. Archer, Confidential Council Clerk  
Ms. E. Nordin, Development Planner

---

**District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)**

*Purpose of Bylaw:*

Bylaw 8239 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family 6000 Zone (RS4) to Comprehensive Development Zone 51 (CD51). Further, this bylaw proposes to amend CD51 to address size, shape and siting regulations and amenities specific to the proposed development on the subject site.

**1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaws;

- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- 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**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaw, stating that Bylaw 8239 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family 6000 Zone (RS4) to Comprehensive Development Zone 51 (CD51). Further, this bylaw proposes to amend CD51 to address size, shape and siting regulations and amenities specific to the proposed development on the subject site.

## **3. PRESENTATION BY STAFF**

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

Ms. Nordin advised that:

- The subject site is located on the east side of Sunnyhurst Road, outside of the Lynn Valley Town Centre;
- The site currently consists of a single lot, approximately 6,600 square feet in area;
- The property is designated in the Official Community Plan (OCP) as Residential Level 3 and in the Lynn Valley Local Plan Reference Policy as Site 5, intended for ground-oriented multifamily housing up to 0.8 floor space ratio (FSR);
- Single-family properties, located to the north and west, are also designated for multifamily housing;
- Existing townhouses and duplexes are located to the south and east;
- The proposed development would provide housing options consistent with the OCP;
- The site is located within Development Permit Areas for Form and Character of Ground-Oriented Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction;
- The proposal is for three townhouse units in two three-storey buildings with rooftop decks, with a single unit fronting Sunnyhurst Road and a duplex adjacent to the rear lane;
- The proposed units are three or four bedrooms, from approximately 1,400 to 2,300 square feet in size;
- Two parking spaces per unit are proposed in three two-car garages, meeting the parking requirement in the Zoning Bylaw;

- Vehicle access would be shared with the adjacent development at 3022 Sunnyhurst Road via the existing lane;
- The Community Amenity Contribution for the proposal is \$23,382, with the Development Cost Charges to be calculated at the building permit stage;
- Off-site improvements associated with the proposed development are:
  - New street trees;
  - Upgrades to street light and the addition of pedestrian lighting;
  - Improvements to the adjacent sidewalks, curbs, gutters and water network; and,
  - Additional street parking due to the removal of the existing driveway on Sunnyhurst Road.
- The design meets the Green Building Policy Gold standard and is compliant with the BC Energy Step Code;
- Although the Accessible Design Policy does not apply to developments with fewer than five units, basic and enhanced accessible design elements have been included; and,
- A draft construction management plan has been submitted, with a final version required before a building permit would be issued.

Ms. Nordin further advised that a facilitated Public Information Meeting was held on February 8, 2017 and two members of the public attended. The proposal was well received.

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

##### **4.1. Mr. Mike Brody, Brody Developments:**

- Reported that the permitted density at the site could have accommodated four units;
- Noted the design was reduced to three units to increase the size of the side yard; and,
- Advised he was available to answer questions.

In response to a question from Council regarding the reduction in the number of units, the applicant advised that parking was a concern and there is a strong demand for larger townhouses.

In response to a question from Council, the applicant advised that the price of the units in the current market would be over \$1 million and that the largest unit would be in the \$1.4 to \$1.5 million range.

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

Nil

**6. COUNCIL RESOLUTION**

**MOVED by Councillor HANSON**  
**SECONDED by Councillor BOND**

THAT the November 28, 2017 Public Hearing be closed;

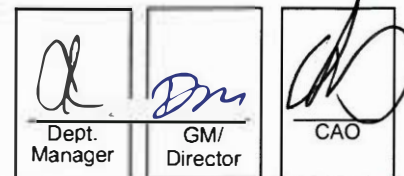
AND THAT "District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8239)" be returned to Council for further consideration.

**CARRIED**  
(7:18 p.m.)

**CERTIFIED CORRECT:**

  
Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 29, 2017  
File: 02.0930.20/506

**AUTHOR:** Lenia Calico, Property Services Agent

**SUBJECT:** **Bylaw 8248, 2017: 3300 Block of Gaspé Place and Mt. Seymour Parkway Highway Closure**

### RECOMMENDATION:

THAT "3300 Block of Gaspé Place and Mt. Seymour Parkway Highway Closure Bylaw 8248, 2017" is given SECOND and THIRD Readings.

### REASON FOR REPORT:

The "3300 Block of Gaspé Place and Mt. Seymour Parkway Highway Closure Bylaw 8248, 2017" (**Attachment 1**) will authorise the closure and raising of title to 5,013 square feet (465.7 square metres) of District road allowance (the "Road Parcel") located to the west of Gaspé Place and north of Mt. Seymour Parkway in the Northlands neighbourhood.

The road closure will authorize the subsequent transfer of the Road Parcel to 1091821 B.C. Ltd. ("Refined Properties") for the purpose of consolidating the closed road with their adjacent lots and two optioned District Lots 16 & 17 (**Attachment 2**) for a proposed multi-family housing project comprising an estimated 48 townhouses within 8 separate buildings (**Attachment 3**).

### BACKGROUND:

Refined Properties has recently completed its preliminary design process and the townhouses are slated to be three storeys with underground parking accessed from Gaspé Place. The development will include public trail linkages from Gaspé Place to the nearby trail system.

All units within the development are proposed to be three bedroom units, ranging in size from 1,202 sf to 1,548 sf, some with an additional den on the upper level. The secured underground parkade will include 80 parking stalls and a total of 50 individual bicycle storage areas.

A detailed design application is expected to be submitted in the spring of 2018 which will be subject to a public hearing in accordance with the rezoning process.



**SUBJECT: Bylaw 8248, 2017: 3300 Block of Gaspe Place and Mt. Seymour  
Parkway Highway Closure**

November 29, 2017

Page 2

**SUMMARY:**

- Bylaw 8248 received First Reading at the Regular Council Meeting on November 6<sup>th</sup>, 2017.
- The road closure is subject to separate public process for rezoning.
- Notice was sent to third party utilities on November 9<sup>th</sup>, 2017.
  - Telus, BC Hydro, Shaw and Fortis
- Public notification was published in the North Shore News on November 29<sup>th</sup> and December 6<sup>th</sup>, 2017 (**Attachment 4**).
- An opportunity will be provided to persons who consider they are affected by the bylaw to make representations to Council on December 11<sup>th</sup>, 2017 regular Council Meeting as per section 40 of the *Community Charter*.

**EXISTING POLICY:**

Sections 26 and 40 of the *Community Charter*, governs road closures and dispositions of municipal land.

**BACKGROUND:**

DNV Staff has negotiated a conditional Agreement of Purchase and Sale with Refined Properties for the disposition of the Road Parcel and two District owned vacant lots for the collective market value of \$4,700,000.00 summarized as follows:

	Area (sq. ft.)	Price /Sq. Ft.	Value
Road Parcel	5,013	\$242.84	\$1,217,376
Lot 16	7,131	\$242.84	\$1,731,720
Lot 17	7,210	\$242.84	\$1,750,904
<b>Total:</b>	<b>19,354</b>	<b>\$242.84</b>	<b>\$4,700,000</b>

A third party appraisal was completed by the appraisal firm Cunningham & Rivard in February, 2017. The Road Parcel was appraised as if the road were consolidated with the adjacent lots owned and optioned by Refined Properties based on the RES4 OCP designation with a proposed 1.2 Floor Space Ratio (FSR) and using a direct comparison approach.

Prior to completing the disposition to Refined Properties contemplated in the Agreement of Purchase and Sale, the District must close to traffic and remove the dedication of the portions of road as set out in the proposed Bylaw 8248 and to obtain a rezoning bylaw.

**Financial Impacts:**

The DNV will receive the purchase price from Refined Properties for the appraised market value of \$4,700,000.00 upon completion of the sale, road closure and subsequent transfer of title. The proceeds of the disposition of this road will be placed into the Land Opportunity Fund as per the Land Opportunity Reserve Fund Policy 5-1840-8.

**Concurrence:**

The proposed road closure has been reviewed and approved by the Planning, Finance and Transportation departments.

**SUBJECT: Bylaw 8248, 2017: 3300 Block of Gaspé Place and Mt. Seymour  
Parkway Highway Closure**

November 29, 2017

Page 3

**Public Input:**

In accordance with Section 40 and Section 94 of the *Community Charter* council must provide notice of its intention to close a portion of road allowance. Council must then provide an opportunity for persons who consider they are affected by the bylaw to make representations at a subsequent Council meeting.

Utility companies have been provided notice and the opportunity to provide submissions regarding the proposed road closure.

Notice has been published in the North Shore News on Wednesday, November 29<sup>th</sup> and Wednesday, December 6<sup>th</sup>, 2017.

The adoption of the road closure bylaw is subject to the adoption of a rezoning amendment bylaw for the adjacent Refined Properties consolidated lands to a multi-family development.

**Options:**

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

Respectfully submitted,



Lenia Calico  
Property Services Agent

**Attachments:**

1. 3300 Block of Gaspé Place and Mt. Seymour Parkway Highway Closure Bylaw 8248, 2017
2. Site Map – Assembly Lands & Road Parcel to be Closed
3. Rendering of Preliminary Townhouse Design
4. Notice published in the North Shore News

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	

**ATTACHMENT 1**

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

**Bylaw 8248**

A bylaw to close and remove highway dedication.

---

WHEREAS under the *Community Charter* the Council may close to traffic and remove the dedication of a highway; and,

WHEREAS the Council has posted and published notices of its intention to close the highway referred to in this Bylaw and remove its dedication, and has provided an opportunity for persons who consider they are affected to make representations to the Council; and,

WHEREAS the Council does not consider that the closure will affect the transmission or distribution facilities or works of utility operators;

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

**1. Citation**

This bylaw may be cited as "3300 Block of Gaspé Place and Mt. Seymour Parkway Highway Closure Bylaw 8248, 2017."

**2. Bylaw to close and remove highway dedication**

2.1 The portion of highway dedicated by Plan 2866 shown in the attached plan hereto as Schedule "A" is closed to all types of traffic and the dedication as highway is removed.

2.2 The Mayor and Clerk are authorized to execute and deliver such transfers, deeds of land, plans and other documents as are required to effect the aforesaid closure and removal of highway dedication.

**READ** a first time November 6<sup>th</sup>, 2017

**NOTICE** given under Section 94 of the *Community Charter* on

**OPPORTUNITY** for representations to Council provided in accordance with Section 40 of the *Community Charter* on

**SUBJECT: Bylaw 8248, 2017: 3300 Block of Gaspé Place and Mt. Seymour  
Parkway Highway Closure**

November 29, 2017

Page 5

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

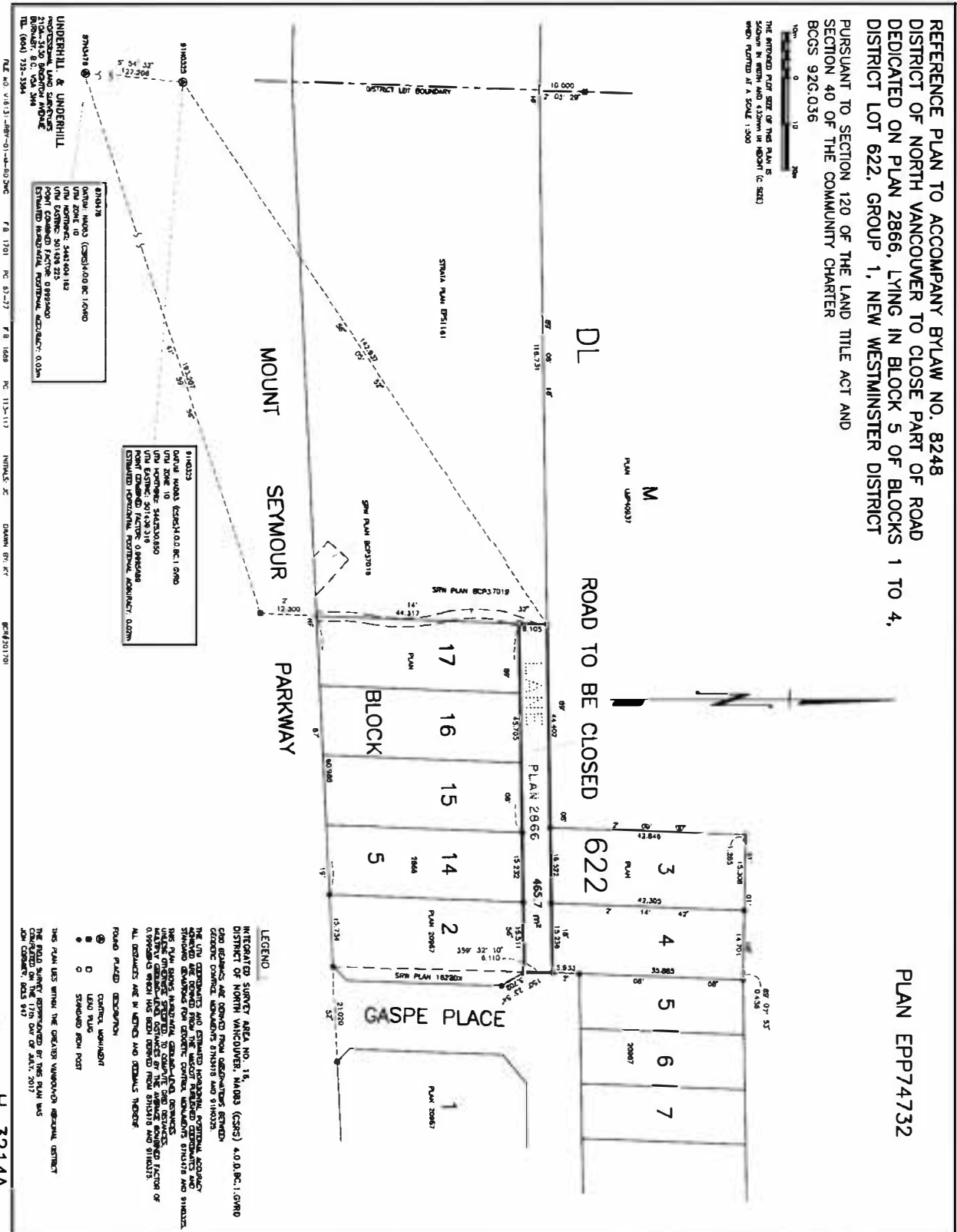
Certified a true copy

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Municipal Clerk

## Schedule A to Bylaw 8248

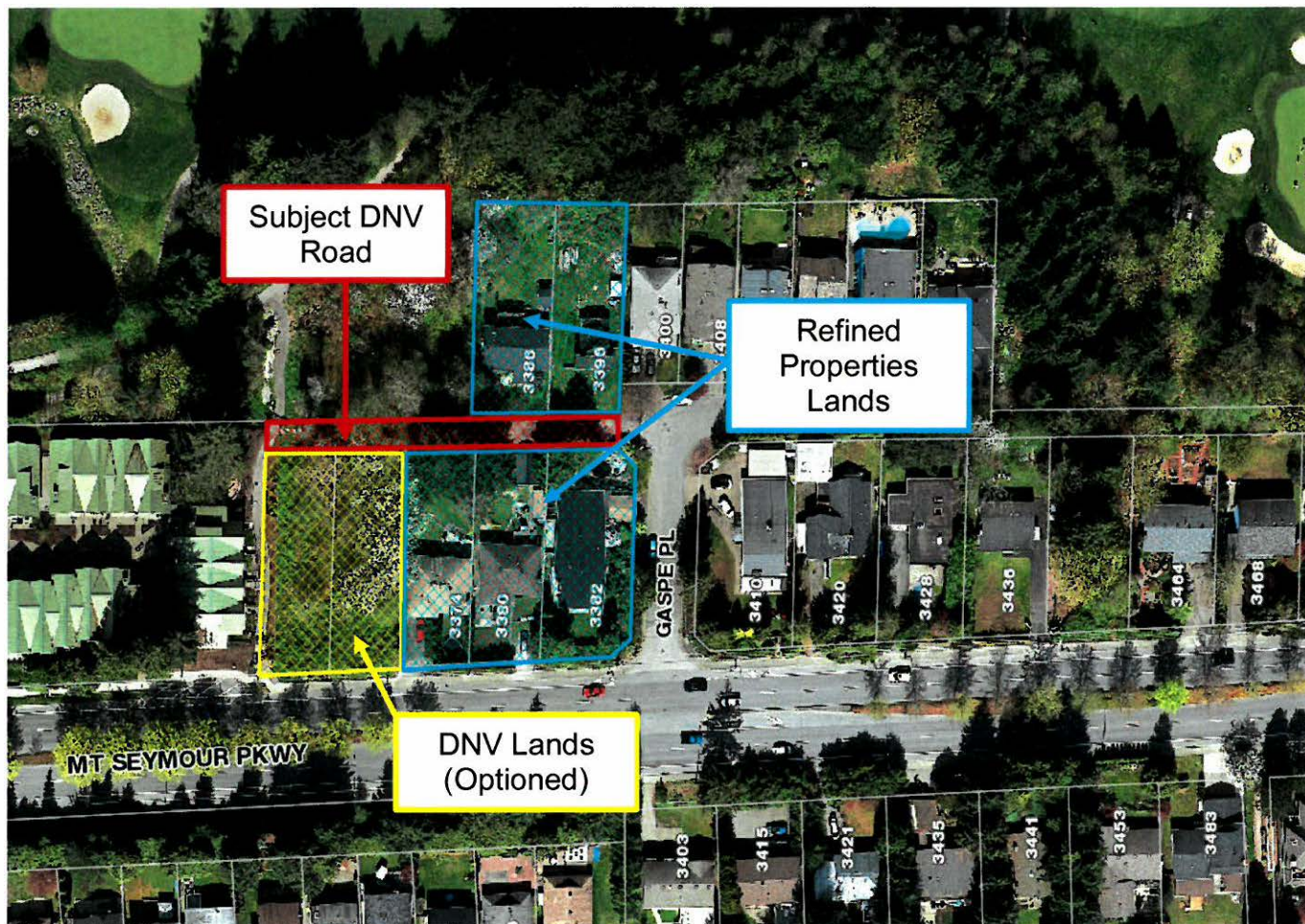
### Road Closure Plan





**ATTACHMENT 2**

**Partial Lane to be Closed**



**ATTACHMENT 3**

**Rendering of Preliminary Townhouse Design**

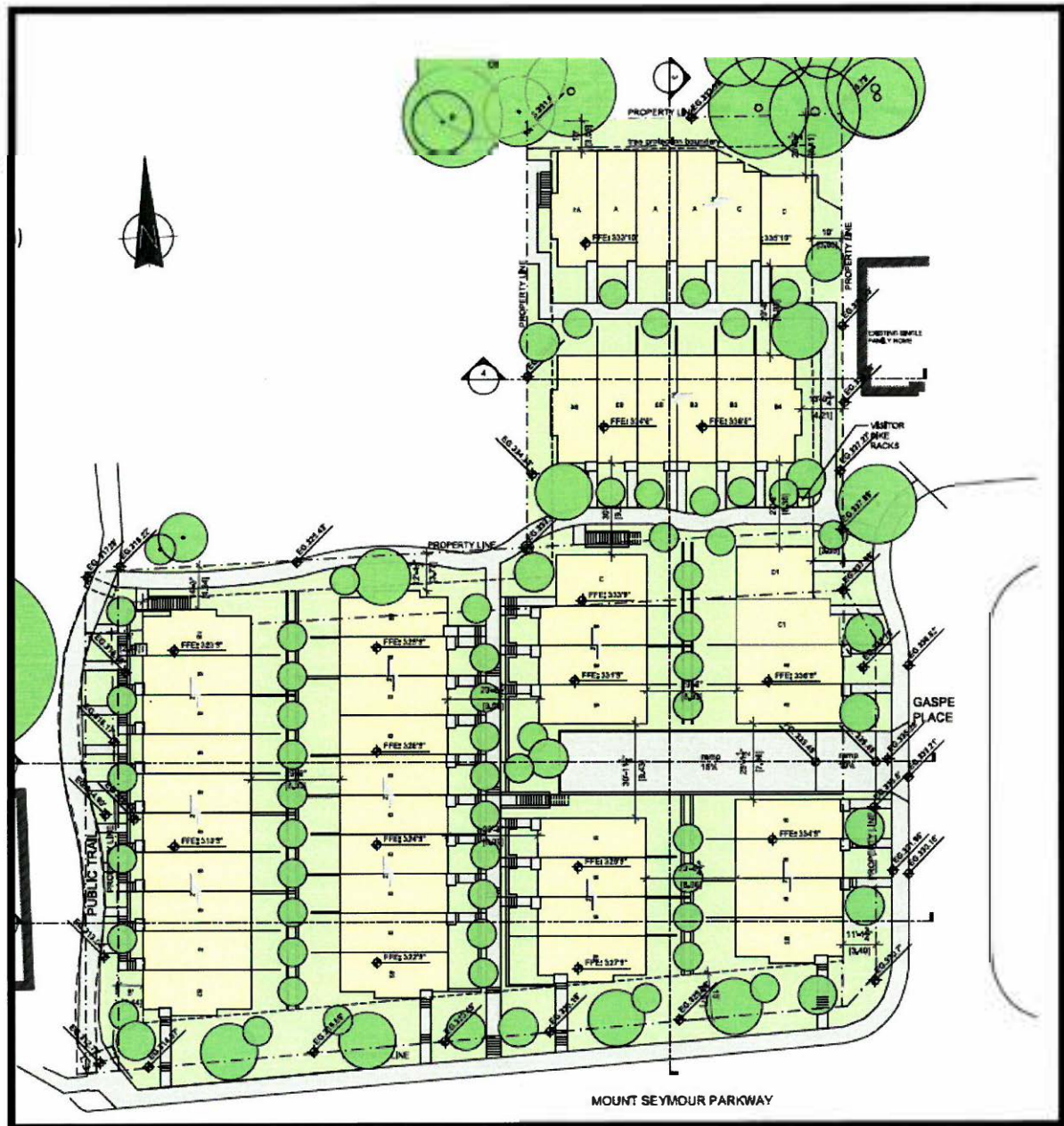


\*continued on next page



**ATTACHMENT 3**

**Proposed Site Plan**



**ATTACHMENT 4**

**North Shore News Publication**

DISTRICT OF  
**NORTH  
VANCOUVER**

**Notice of Proposed Road  
Closure & Property Disposition  
Gaspé Place & Mt. Seymour Parkway  
Bylaw 8248, 2017**

In accordance with section 26 of the Community Charter, the District of North Vancouver gives notice of its intention to close to traffic the portion of road allowance shown outlined below as "Closed Road" and remove the dedication of this portion as highway. This portion of road allowance is 465.7 square metres.

The Bylaw closing the road allowance and removing the dedication will be considered by Council at its regular meeting at the District Hall, 355 West Queens Road, North Vancouver, on December 11, 2017 at 7:00 pm. Persons who consider they are affected by the bylaw will be provided an opportunity to make representations to Council at the meeting or by delivering a written submission to the Municipal Clerk by 4:00 pm on that date.

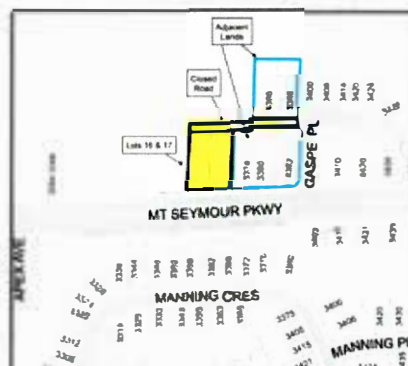
The District of North Vancouver then intends to transfer the fee simple interest in:

- (a) The Closed Road; and,
- (b) Lots 16 & 17 Block 5 of Blocks 1 to 4, District Lot 622, Plan 2866 shown outlined below as "Lots 16 & 17",

to 1091821 B.C. Ltd. for the purpose of consolidation with the adjacent lands shown outlined below as "Adjacent Lands". This disposition is subject to adoption of a bylaw to rezone the proposed consolidated parcel.

The rezoning bylaw has yet to be introduced and opportunities for public participation and consultation including a public hearing will be provided prior to Council considering adoption of the bylaws.

The District of North Vancouver will receive the market value of \$4,700,000 for the fee simple title to these lands.



If you have any questions please contact Lenia Calico,  
Property Services Agent – Real Estate and Properties at  
604-990-2277 or email [calicol@dnv.org](mailto:calicol@dnv.org).



NVanDistrict



@NVanDistrict

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 10, 2017

File: 08.3060.20/061.16

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

**SUBJECT:** Bylaws 8225 and 8226: 756 and 778 Forsman Avenue

### RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)" is ADOPTED;

AND THAT "Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)" is ADOPTED.

### BACKGROUND:

Bylaws 8225 and 8226 received First Reading on May 29, 2017. A Public Hearing for Bylaw 8225 was held and closed on June 20, 2017. Bylaws 8225 and 8226 received Second and Third Readings on July 10, 2017.

Pursuant to section 52(3)(a) of the *Transportation Act*, Bylaw 8225 received approval from the Ministry of Transportation and Infrastructure on July 18, 2017.

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

### Options:

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

Respectfully submitted,

Linda Brick  
Deputy Municipal Clerk



**Attachments:**

- District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)
- Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)
- Staff report dated June 28, 2017

REVIEWED WITH:		
<input checked="" type="checkbox"/> Sustainable Community Dev.	<input type="checkbox"/> Clerk's Office	External Agencies:
<input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Communications	<input type="checkbox"/> Library Board
<input type="checkbox"/> Utilities	<input type="checkbox"/> Finance	<input type="checkbox"/> NS Health
<input type="checkbox"/> Engineering Operations	<input type="checkbox"/> Fire Services	<input type="checkbox"/> RCMP
<input type="checkbox"/> Parks	<input type="checkbox"/> ITS	<input type="checkbox"/> NVRC
<input type="checkbox"/> Environment	<input checked="" 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 8225**

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 1351 (Bylaw 8225)”.

### **2. Amendments**

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

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

“Comprehensive Development Zone 101                      CD101”

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

**“4B101 Comprehensive Development Zone 101                      CD 101**

**The CD 101 zone is applied to:**

756 Forsman Avenue, LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979,  
PID: 005-225-957

778 Forsman Avenue, LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW  
WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

### **4B 101-1 Intent**

The purpose of the CD 101 Zone is to establish specific land use and development regulations for a 8 unit townhouse project.

#### **4B 101- 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 101 Zone:

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

Not Applicable

##### **(b) Conditional Uses:**

Residential building, multiple-family townhouse

#### **4B 101-3 Conditions of Use**

Balcony enclosures are not permitted.

#### **4B 101-4 Accessory Use**

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

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

#### **4B 101-5 Density**

- (a) The maximum permitted density in the CD101 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 2 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 285 m<sup>2</sup> of individual parking garages (3068.1 sq ft) in total on the lot and a maximum of 74.3 m<sup>2</sup> of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

#### **4B 101-6 Amenities**

- (a) Despite subsection 4B101-5, density in the CD101 Zone is increased to a maximum floor space of 1,135.98 m<sup>2</sup> (12,228 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:
  - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$105,817.00 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

**4B 101-7 Maximum Principal Building Size:**

Not applicable

**4B 101-8 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Min Setback)</b>
Front (west property line)	4.88m (16 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

- b) Projections at the ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
Front Yard	1.52 m (5.0 ft)

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

**4B 101-9 Building Orientation:**

Not applicable

**4B 101-10 Building Depth and Width:**

Not applicable

**4B 101-11 Coverage:**

- (a) Building Coverage shall not exceed 36%.

(b) Site Coverage shall not exceed 61%.

**4B 101-12 Height:**

The maximum permitted height for each building is 11.3m (37 ft);

**4B 101-13 Acoustic Requirements:**

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

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

**4B 101-14 Flood Construction Requirements:**

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

**4B 101-15 Landscaping:**

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

**4B 101-16 Subdivision Requirements:**

Not applicable

**4B 101-17 Additional Accessory Structure Regulations:**

Not applicable.

**4B 101-18 Parking and Loading Regulations:**

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



- (b) Not more than 5 spaces may be small car spaces;
- (c) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”

2.1 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD 101).

**READ** a first time May 29<sup>th</sup>, 2017

**PUBLIC HEARING** held June 20<sup>th</sup>, 2017

**READ** a second time July 10<sup>th</sup>, 2017

**READ** a third time July 10<sup>th</sup>, 2017

Certified a true copy of “Rezoning Bylaw 1351 (Bylaw 8225)” as at Third Reading

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on July 18<sup>th</sup>, 2017

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

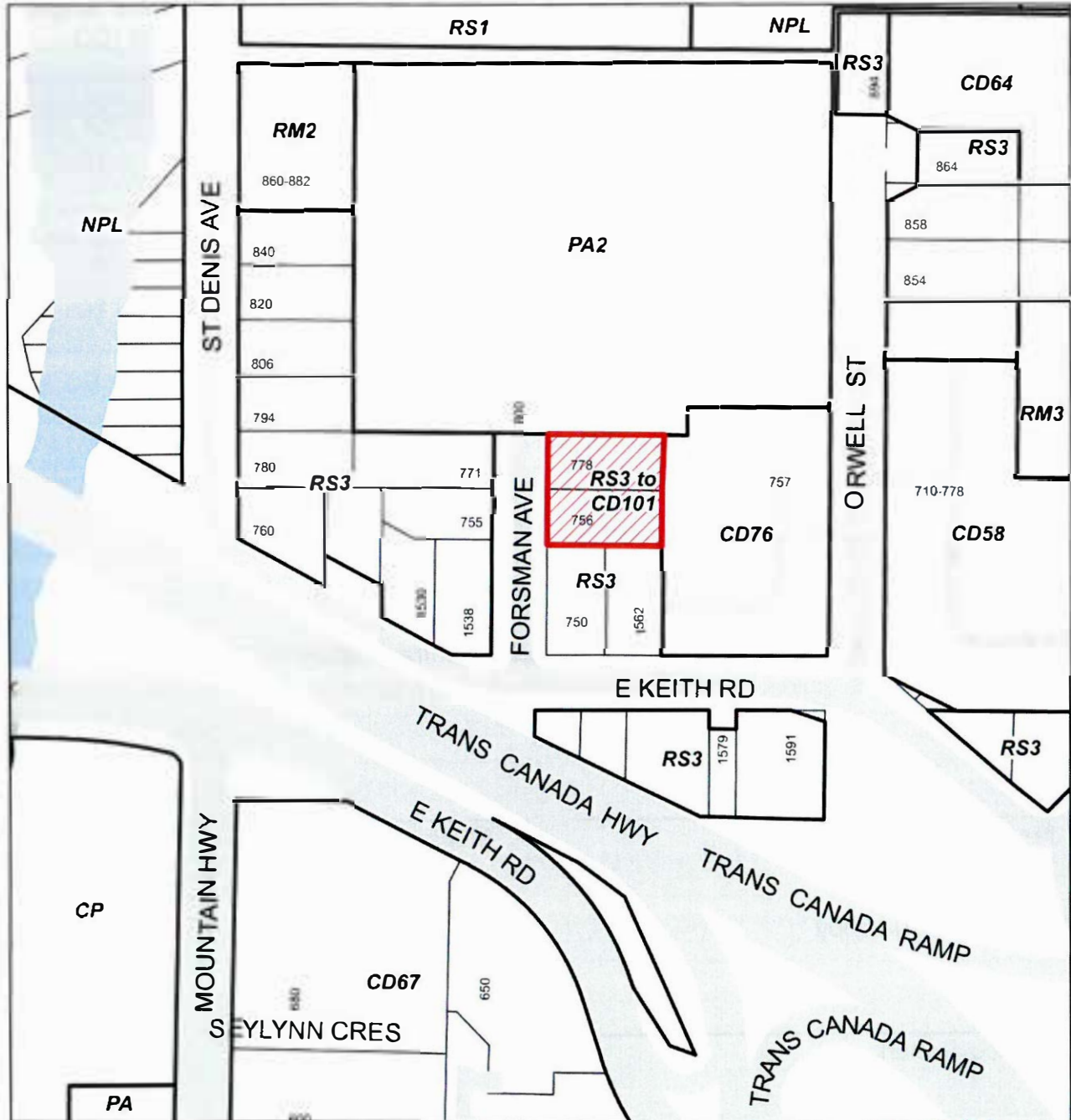
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Municipal Clerk

Schedule A to Bylaw 8225

**BYLAW 8225**

**The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)**



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO  
COMPREHENSIVE DEVELOPMENT ZONE 101 (CD101)



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

### **Bylaw 8226**

A bylaw to enter into a Housing Agreement (756 and 778 Forsman Avenue)

---

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 8226, 2017 (756 and 778 Forsman Avenue)".

#### **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 1009198 B.C Ltd., Inc. No. BC1009198 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979, PID: 005-225-957
- b) LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

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

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

**READ** a first time May 29<sup>th</sup>, 2017

**READ** a second time July 10<sup>th</sup>, 2017

**READ** a third time July 10<sup>th</sup>, 2017

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## Schedule A to Bylaw 8226

### SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

**1009198 B.C. LTD.** (Inc. No. BC1009198), a company incorporated under the laws of the Province of British Columbia having an office at 1108 West 8<sup>th</sup> Avenue, Vancouver, BC V6H 3Z5

(the “Developer”)

AND:

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

(the “District”)

WHEREAS:

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

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



## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) "*Development Permit*" means development permit No. \_\_\_\_ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than eight 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 8226 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant *[optional clause]*

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before *[date]*, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

4. **DEFAULT AND REMEDIES**

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

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

## **5. LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **6. GENERAL PROVISIONS**

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

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

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

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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



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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

Attention: Planning Department

If to the Owner:

1009198 B.C. LTD.  
1108 West 8th Avenue  
Vancouver, BC V6H 3Z5

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 8226.

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 COAST CAPITAL SAVINGS CREDIT UNION (the "**Chargeholder**") is the holder of the following charges which are registered in the Land Title Office:


- (a) Mortgage CA3936408; and
- (b) Assignment of Rents CA3936409 (together, the "**Charge**");


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

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

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

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

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

June 28, 2017  
File: 08.3060.20/062.16

**AUTHOR:** Darren Veres, Development Planner

**SUBJECT:** Bylaws 8225 and 8226: 756-778 Forsman Avenue

### RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)" is given SECOND and THIRD Readings.

### BACKGROUND:

Bylaws 8225 and 8226 received First Reading on May 29, 2017. A Public Hearing for Bylaw 8225 was held and closed on June 20, 2017.

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

### COMMENTS, QUESTIONS AND ANSWERS:

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

**Comment:** Council requested additional information about the amount of available street parking and on the existing parking restrictions on Forsman Avenue.

**Response:** Staff conducted an analysis of parking along Forsman Avenue and determined that there are currently 10 legal parking spots available. (Note: A stall is considered 7m in length, not within 2m of a driveway, 5m of a hydrant, 11m of an intersection.) In reality, however, without parking meters or delineated parking stalls, people will park closer together potentially accommodating 12 or 13 vehicles in total along the street. In addition, the eventual redevelopment of the remaining single-family lots and the potential relocation of the pick-up and drop-off zone for Lynnmour Elementary from Forsman Avenue to Orwell Street



will result in the potential creation of additional parking spaces through the reduction in driveways.



There are currently parking restrictions on portions of Forsman Avenue to facilitate pick-up and drop-off areas for students of Lynn timer Elementary School during school hours (area shown in yellow on the left). Lynn timer Elementary School is on the School District's 5 Year Capital Plan with the intent it will be rebuilt in the near future. The new school is intended to have its entrance on Orwell Street and to have a new on-site drop-off and short term parking area. With the reconstruction of the school, parking limitations on Forsman for school drop off are expected to be removed.

There are also currently parking restrictions on Forsman Avenue to facilitate snow clearing for the access to the school. These restrictions are also likely to be lifted in the future with both the redevelopment of the School and with the redevelopment in the area as that will facilitate improvements to the street which will in turn allow for improved snow clearing.

#### 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,

*for*   
Darren Veres,  
Development Planner

#### Attachments:

1. District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)
2. Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)
3. Public Hearing Minutes – June 20, 2017
4. Staff Report dated May 17, 2017

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

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

**Bylaw 8225**

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 1351 (Bylaw 8225)".

**2. Amendments**

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

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

"Comprehensive Development Zone 101                      CD101"

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

**"4B101 Comprehensive Development Zone 101    CD 101**

**The CD 101 zone is applied to:**

756 Forsman Avenue, LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979,  
PID: 005-225-957

778 Forsman Avenue, LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW  
WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

**4B 101-1 Intent**

The purpose of the CD 101 Zone is to establish specific land use and development regulations for a 8 unit townhouse project.

#### **4B 101- 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 101 Zone:

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

Not Applicable

##### **(b) Conditional Uses:**

Residential building, multiple-family townhouse

#### **4B 101-3 Conditions of Use**

Balcony enclosures are not permitted.

#### **4B 101-4 Accessory Use**

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

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

#### **4B 101-5 Density**

- (a) The maximum permitted density in the CD101 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 2 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 285 m<sup>2</sup> of individual parking garages (3068.1 sq ft) in total on the lot and a maximum of 74.3 m<sup>2</sup> of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

#### **4B 101-6 Amenities**

- (a) Despite subsection 4B101-5, density in the CD101 Zone is increased to a maximum floor space of 1,135.98 m<sup>2</sup> (12,228 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:
  - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and



2. Contributes \$105,817.00 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

**4B 101-7 Maximum Principal Building Size:**

Not applicable

**4B 101-8 Setbacks:**

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

Setback	Buildings (Min Setback)
Front (west property line)	4.88m (16 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

- b) Projections at the ground level are permissible as follows:

Setback	Maximum Setback Reduction
Front Yard	1.52 m (5.0 ft)

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

**4B 101-9 Building Orientation:**

Not applicable

**4B 101-10 Building Depth and Width:**

Not applicable

**4B 101-11 Coverage:**

- (a) Building Coverage shall not exceed 36%.



(b) Site Coverage shall not exceed 61%.

**4B 101-12 Height:**

The maximum permitted height for each building is 11.3m (37 ft);

**4B 101-13 Acoustic Requirements:**

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

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

**4B 101-14 Flood Construction Requirements:**

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

**4B 101-15 Landscaping:**

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

**4B 101-16 Subdivision Requirements:**

Not applicable

**4B 101-17 Additional Accessory Structure Regulations:**

Not applicable.

**4B 101-18 Parking and Loading Regulations:**

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

- (b) Not more than 5 spaces may be small car spaces;
- (c) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."

2.1 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD 101).

**READ** a first time May 29<sup>th</sup>, 2017

**PUBLIC HEARING** held June 20<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

Certified a true copy of "Rezoning Bylaw 1351 (Bylaw 8225)" as at Third Reading

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

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

**ADOPTED**

\_\_\_\_\_  
Mayor

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

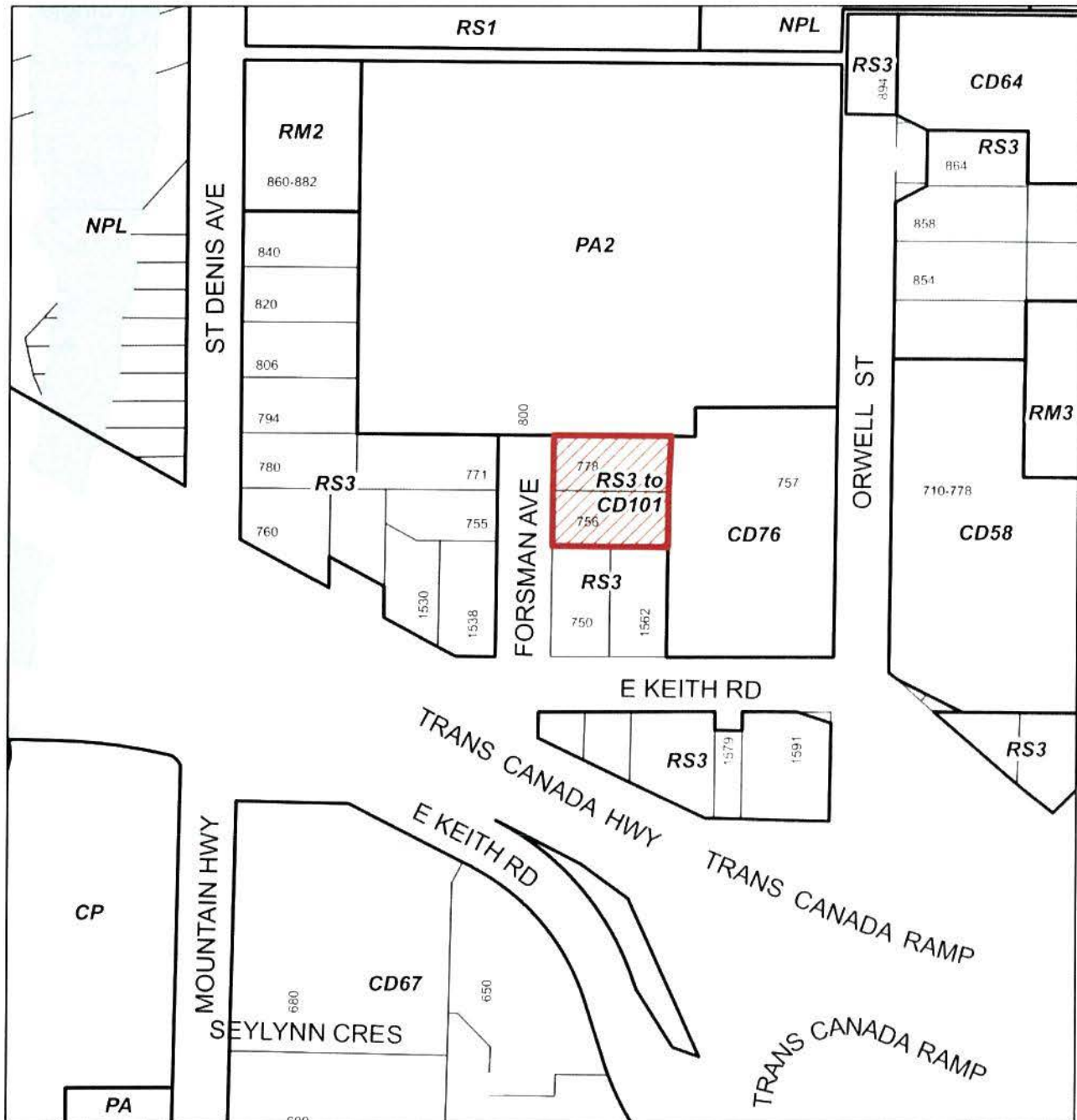
Certified a true copy

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

# Schedule A to Bylaw 8225

## BYLAW 8225

### The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO  
COMPREHENSIVE DEVELOPMENT ZONE 101 (CD101)



**The Corporation of the District of North Vancouver****Bylaw 8226**

A bylaw to enter into a Housing Agreement (756 and 778 Forsman Avenue)

---

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 8226, 2017 (756 and 778 Forsman Avenue)".

**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 1009198 B.C Ltd., Inc.No. BC1009198 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979, PID: 005-225-957
- b) LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

**3. Execution of Documents**

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

**READ** a first time May 29<sup>th</sup>, 2017

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk



## Schedule A to Bylaw 8226

### SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

**1009198 B.C. LTD.** (Inc. No. BC1009198), a company incorporated under the laws of the Province of British Columbia having an office at 1108 West 8<sup>th</sup> Avenue, Vancouver, BC V6H 3Z5

(the “Developer”)

AND:

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

(the “District”)

WHEREAS:

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

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

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) *"Development Permit"* means development permit No. \_\_\_\_\_ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Owner"* means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) *"Proposed Development"* means the proposed development containing not more than eight 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 8226 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before [date], the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

**4. DEFAULT AND REMEDIES**

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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



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

## **5. LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **6. GENERAL PROVISIONS**

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

Nothing in this Agreement:

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



6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

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

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

Attention: Planning Department

If to the Owner:

1009198 B.C. LTD.  
1108 West 8th Avenue  
Vancouver, BC V6H 3Z5

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 8226.

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 COAST CAPITAL SAVINGS CREDIT UNION (the "**Chargeholder**") is the holder of the following charges which are registered in the Land Title Office:

- (a) Mortgage CA3936408; and
- (b) Assignment of Rents CA3936409 (together, the "**Charge**");

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

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

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



**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

**756-778 Forsman Avenue  
8 Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 20, 2017 commencing at 7:00 p.m.

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

**Absent:** Councillor R. Bassam  
Councillor M. Bond

**Staff:** Mr. B. Dwyer, Acting General Manager – Planning, Properties & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Ms. J. Paton, Manager – Development Planning  
Ms. C. Archer, Confidential Council Clerk  
Mr. D. Veres, Development Planner

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**The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)**

*Purpose of Bylaw:*

Bylaw 8225 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 101 (CD101) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD101). The CD101 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

**1. OPENING BY THE MAYOR**

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

In Mayor Walton's preamble he addressed the following:

- Council is here to listen to the public, not to debate the merits of the bylaws;
- All members of the audience are asked to be respectful of one another and refrain from applause or other expressions of emotion as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Speakers will be called from the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Speakers will have five minutes to address Council for the first time and should begin remarks to Council by stating their name and address;

- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair. Speakers should not repeat information from previous presentations and should ensure comments remain focused on the bylaw(s) under consideration; and,
- At the conclusion of the public input Council may request further information from staff, which may or may not require an extension of the hearing; or Council may close the hearing, after which Council should not receive further new information from the public.

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

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaws, stating that Bylaw 8225 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 101 (CD101) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD101). The CD101 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

## **3. PRESENTATION BY STAFF**

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

Mr. Veres advised that:

- The proposal is for an eight-unit townhouse complex on the east side of Forsman Avenue, adjacent to Lynnmour Elementary School;
- The other surrounding sites are:
  - Multifamily housing to the east; and,
  - Single-family homes to the west and south.
- The subject site is approximately 18,000 square feet, currently comprised of two single-family residential lots;
- The subject site and the remaining single-family properties on the street are designated in the Official Community Plan (OCP) for low-density multifamily townhouses with a floor space ratio (FSR) up to 0.8;
- The previous proposal for a nine-unit townhouse complex on the site was considered and defeated by Council in 2016, with the following concerns noted:
  - The need to review local transportation;
  - The number of units proposed;
  - The need for an onsite play area;
  - Tandem parking proposed; and,
  - Additional windows suggested on the north side of the buildings to provide a view of the school yard.
- In response to Council's direction, the number of units proposed has been reduced to eight, a transportation review of the Lynnmour neighbourhood has been completed, north-facing windows and an outdoor play area have been added to the proposal, and all tandem parking has been removed;
- In response to concerns expressed by Council at a recent Public Hearing for another application in the area, it was reported that:

- Flood protection works were constructed in 2011 to protect from a 200-year flood event; and,
- The elimination of tandem parking would increase the use of off-street parking by residents.
- The proposal has been measured against the OCP, the Lynnmour/Inter-River Local Plan and the Inter-River Sub Area Transportation Study and the Lynnmour/Inter-River Area One Design Guidelines for Multiplexes and Townhouses;
- The project will contribute to the creation of family-friendly, ground-oriented housing and will help support Lynnmour Elementary School;
- Community benefits include installation of new sidewalks, street lighting and storm network improvements, a land dedication along the western property line to create a half cul-de-sac and a contribution to the flood infrastructure fund for future maintenance of the flood protection works;
- The project complies with Development Permit Guidelines for Form and Character for Ground-Oriented Housing, Energy and Water Conservation and Greenhouse Gas Emission Reduction and Creek Hazard Protection;
- The development will consist of eight three-storey townhouses in two duplexes facing Forsman Avenue and one four-unit building facing the courtyard;
- There will be seven three-bedroom units and one four-bedroom unit;
- Vehicle access is via Forsman Avenue;
- The project includes sixteen resident parking stalls and two visitor parking stalls; there is no tandem parking proposed;
- The four-unit building is connected at the second floor and open at ground level, creating a breezeway;
- A children's play space is located in the breezeway and extends to the east edge of the property;
- The Community Amenity Contribution for this proposal is approximately \$105,000 and the Development Cost Charges are approximately \$72,000;
- The proposal achieves a Gold standard under the Green Building Policy and an EnerGuide rating of 80;
- A Housing Agreement Bylaw will ensure that units may be made available for rental;
- Feedback at the facilitated Public Information Meeting held on January 18, 2017 was generally positive, with concerns noted regarding the need for on-site parking.

In response to a question from Council, staff advised that future developments are anticipated to complete the proposed half cul-de-sac, which will facilitate school pick-ups and drop-offs on Orwell Street.

Council requested additional information on restrictions for on-street parking near the school for pick up and drop off.

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

##### **4.1. Mr. Bob Heaslip, Project Consultant, Development Planning Strategies:**

- Reviewed the proposed site configuration;
- Provided details of the proposed breezeway at ground-level of the four-unit building;
- Noted that all tandem parking has been removed from the revised application in order to address Council concerns and that most of the resident parking is located within garages;



- Reviewed building materials, noting that sustainable materials are included in the proposal in response to community and staff feedback;
- Provided details on the landscape design, including stormwater management;
- Noted that the landscaping is proposed to use native plants that are hardy, water wise and drought resistant; and,
- Reviewed plans for the children's play space and outdoor gathering area.

**4.2. Mr. Jeffrey Li, Owner:**

- In response to a question from Council regarding offering units to District residents before the general public, Mr. Li advised that he would be open to discussion and would need to consult with the project's other investors.

**5. REPRESENTATIONS FROM THE PUBLIC**

Nil

**6. QUESTIONS FROM COUNCIL**

In response to a question from Council regarding the size of the play area the applicant advised that it is approximately 1,000 square feet.

In response to a question from Council regarding offering the units to District residents before the general public, the applicant noted that other projects in other North Shore municipalities have been purchased primarily by local residents, with 80 to 90% of the units purchased by existing North Shore residents.

**6. COUNCIL RESOLUTION**

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

THAT the June 20, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)" be returned to Council for further consideration.

**CARRIED**  
(7:26 p.m.)

**CERTIFIED CORRECT:**



Confidential Council Clerk

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 28, 2017  
File: 08.3060.20/061.16

**AUTHOR:** Darren Veres, Development Planner

**SUBJECT:** Development Permit 61.16 – 756 & 778 Forsman Avenue.

### RECOMMENDATION:

THAT Development Permit 61.16 (Attachment A) for an eight-unit townhouse project at 756 – 778 Forsman Avenue be issued.

### REASON FOR REPORT:

The site is in Development Permit Areas for Form and Character of Ground-Oriented Housing; Energy and Water Conservation and Greenhouse Gas Emission Reduction; and Protection from Natural Hazards (Creek Hazard). The proposed development requires issuance of a Development Permit by Council.

### SUMMARY:

Bylaw 8225, rezoning the subject site to a new a CD101 Zone, received 2<sup>nd</sup> and 3<sup>rd</sup> Reading on July 10, 2017 and is scheduled for adoption on December 11, 2017.

This residential project includes eight townhouse units in 3, three-storey buildings with access off Forsman Avenue.

The proposal is in compliance with Schedule B Development Permit Areas Guidelines of the Official Community Plan (OCP) and the Lynnmour / Inter-River Area One Design Guidelines for Multiplexes and Townhouses.



## **BACKGROUND:**

Bylaw 8225, rezoning the subject site to CD101, and Housing Agreement Bylaw 8226, were introduced on May 29, 2017 and, following a Public Hearing for the Zoning Bylaw on June 20, 2017, received 2<sup>nd</sup> and 3<sup>rd</sup> Reading on July 10, 2017. Both Bylaws are scheduled for adoption on November 6, 2017

In addition to the rezoning and house agreement bylaws, the legal framework for the project includes separate covenants for flood construction, green building, and stormwater management, plus a plan of subdivision that secures consolidation as well as a small dedication along the western property line to complete the cul-de-sac on Forsman Avenue.

## **EXISTING POLICY:**

### Development Permit Area Designations

The subject lots are designated as Development Permit Areas for the following purposes:

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

## **ANALYSIS:**

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

The site consists of two single-family lots on the east side of Forsman Avenue.

As shown in the air photo, adjacent properties consist of single-family lots (zoned RS3) to the west and south, Lynnmour Elementary School to the north, and townhouses (already constructed) to the east. The OCP designates the surrounding single-family properties as *Residential Level 3: Attached Residential*.





### The Proposal:

The project is eight townhouses with an onsite children's play area.

As seen in the site plan to the right, the project includes three buildings configured as follows: two duplexes are located at the front of the lot facing Forsman and a four-unit building is located at the rear of the lot. The four-unit building is connected at the second floor but open to the outside at the ground floor. A child's play area and gathering space is located under the second floor connection and this play space extends to the east portion of the property.



Site Plan

### Development Permit for Form and Character of Ground-Oriented Housing:

#### Building Design

The townhouses are three storeys and each has their own at-grade parking garage. The garages are accessed off a central driveway from Forsman Avenue. Seven of the units have three bedrooms on the upper floor and range in size from 125m<sup>2</sup> (1,348 sq ft) to 140.9 m<sup>2</sup> (1,517 sq ft), excluding the garages. One of the units has four bedrooms on the upper level and is 206m<sup>2</sup> (2,221 sq ft) in size, excluding the garage. The individual buildings are approximately 11.3m (37 ft) in height.

Building materials consist of Hardi-Plank and cedar shingles, asphalt roof shingles, stone veneer and wood trim.

The form and character has been reviewed against OCP Schedule B *Guidelines for Ground-Oriented Housing* and the project complies with the guidelines. Notable highlights from the guidelines include:

**B1.3 Street Interface:** *Landscaping and fencing should be kept low and open in the front yard to foster a strong relationship to the street and maintain visibility through to the front of the building*

The units on the Forsman Avenue frontage are oriented toward the street.

*B3.2: Variations in Design:* Subtle design variations should be incorporated between neighbouring buildings to avoid a repetitive appearance.

The proposal includes two separate building designs with well-articulated facades. The front buildings are complementary but subtly distinct from the rear buildings.

*B3.4 Varied Rooflines:* Varied roof lines with overhangs are encouraged.

The proposal includes alternating pitched and flat roofs to provide visual variety.



Forsman Ave - Looking East

The project also meets the objectives of the design guideline policy in the Lynnmour/Inter-River Area One Design Guidelines for Multiplexes and Townhouses.

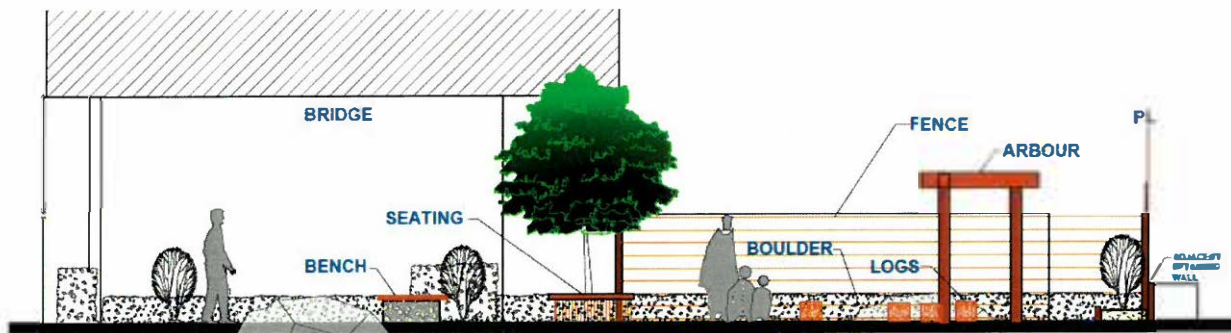
#### Landscaping

The site planning and landscaping has been reviewed against OCP Schedule B *Guidelines for Ground-Oriented Housing* and the project complies with the guidelines. Notable highlights from the guidelines include:

*B2.5 Shared Outdoor Space:* Units should be clustered to create interesting shared outdoor spaces as well as usable and accessible private outdoor spaces. Encourage/integrate informal gathering, play and urban gardening opportunities.

A children's play space and gathering area is proposed for the east side of the property (see following page). The design for this space includes logs, boulders, and is proposed to be planted with native plantings. Benches are included in the weather-protected area space under the second floor connection of the fourplex building to create an all-weather area for residents to sit, socialize and supervise their children.





***B2.2: Sustainable Landscape Design:*** Sustainable landscape design should incorporate best practices for tree planting, rainwater management, accessibility and feature native and drought tolerant species. Sustainable landscape design should also be coordinated with building design, site servicing and utility placement.

The proposal includes a swale that wraps around the exterior of the site to aid in storm water management (in addition to the required connection). The swale is planted with a range of native trees, shrubs, hedges; and rushes.

#### Acoustic Performance

Bylaw 8225 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant confirming the building design will enable these standards to be met.

#### **Development Permit for Energy and Water Conservation and Greenhouse Gas Emission Reductions:**

Compliance with the District's Green Building Strategy or higher level as mandated by provincial legislation is required. The applicant is utilizing a recognized green building program and the proposal incorporates a range of features to meet an energy performance rating of Energuide 80 and a building performance equivalent to a 'Gold' standard. A number of sustainability features will be included into the development to address energy conservation, water conservation and greenhouse gas emission reductions.

#### **Development Permit for Creek Hazard:**

To address the potential flood hazard issue, the applicant has provided a flood hazard assessment, prepared by Northwest Hydraulic Consultants, which has been secured by covenant. The project has been designed to meet a recommended flood construction level with no habitable space below that elevation. In addition, the report notes that the proposal does not impede proper function of Forsman Avenue as a designated floodway.



Development Permit 61.16 require compliance with the recommendations of this assessment report.

### **Inter-River Sub-Area Transportation Study:**

In 2016, a review of vehicle circulation within the Lynnmour / Inter-River area was conducted by the District's Transportation Planning department. Their work was summarized in the Inter-River Sub-Area Transportation Study, provided to Council in September, 2016. This study, which involved local stakeholders and residents, determined locations for future road circulation improvements. No changes were required to this application to improve vehicle connectivity in the area.

### **OFF-SITE IMPROVEMENTS:**

The off-site engineering works include the creation of half of a cul-de-sac in front of the site. The west side of Forsman will finish the cul-de-sac when it redevelops in future. The proposal will also install a sidewalk, street lighting, and improvements to the storm network. All off-site work will be secured in Development Permit 61.16 by requirement for the Engineering Servicing Agreement.

### **COMMUNITY AMENITY CONTRIBUTION:**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$105,817 has been calculated and this amount is included in the proposed CD101 Zone. It is anticipated that the CACs from this development will include contributions toward public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

### **Concurrence:**

#### Staff

The project has been reviewed by staff from Environment, Public Safety, Permits, Parks, Engineering, Community Planning, Urban Design, Legal, Transportation Planning, the Fire Department, School District 44 and the Arts Office.

#### Advisory Design Panel:

The application was considered by the Advisory Design Panel on January 17, 2013 and the panel recommended approval of the project subject to a review of enhanced weather protection; the drive court / play area; the material palette; and opportunities for additional glazing on the north and south elevations. In response, the applicant has added weather protection over unit entrances, revised the drive court and added windows/balconies to the north and south elevations.

The District Urban Design Planner has reviewed the most recent proposal and is satisfied that the design meets the previous recommendations of the ADP.

Staff are satisfied with the resolution and these items are required in DP61.16.

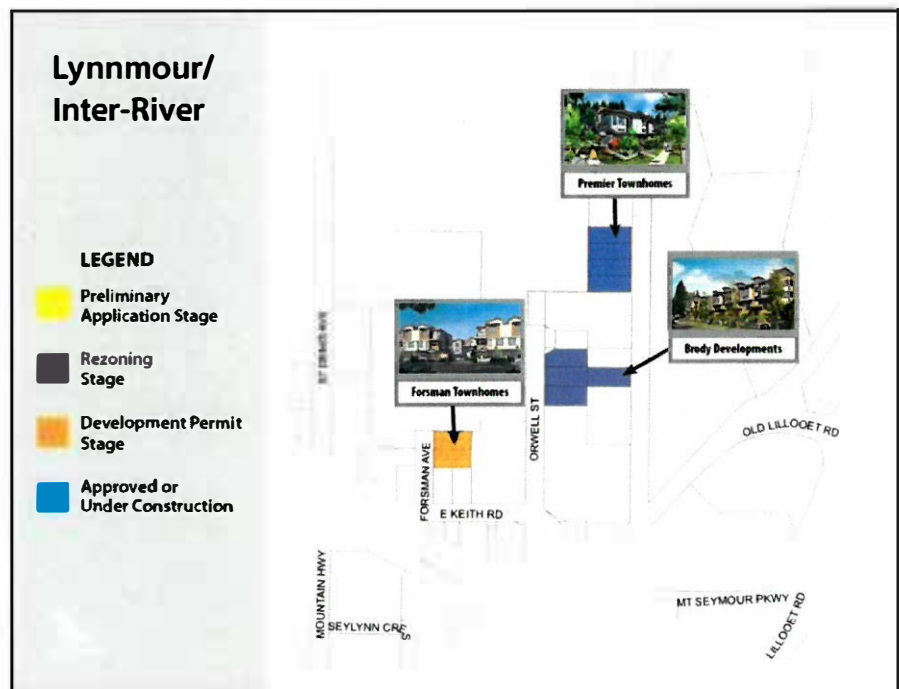
## **PUBLIC INPUT:**

### Public Information Meeting

The applicant held a facilitated Public Information Meeting on January 18, 2017. The meeting was attended by six members of the public and two comment sheets were submitted. Both comment sheets expressed support for the project but concern with onsite and visitor parking. The proposal includes two on-site visitor parking stalls as well as a combination of garage and outdoor parking to encourage use of onsite parking.

## **CONSTRUCTION MANAGEMENT PLAN:**

This neighbourhood currently has three townhouse applications being processed. This is one of two applications located on Premier Street. In order to reduce the development's impact on pedestrian and vehicular movements and Lynnmour Elementary School, the applicant has submitted a draft construction management plan. A final version of the plan will be required prior to issuance of a building permit and must:



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

**CONCLUSION:**

The project has been developed in accordance with the CD101 Zone regulations and the Development Permit Area Guidelines for Ground-Oriented Housing; Energy Conservation and Greenhouse Gas Emission Reduction; and Protection from Natural Hazards (Creek Hazard) in the OCP. This project is also consistent with the directions established in the OCP and the Lynnmour Inter-River Local Plan related to DP guidelines and goals regarding the provision of family housing. Development Permit 61.16 is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Issue Development Permit 61.16 (Attachment A) to allow for the proposed construction (staff recommendation); or
2. Deny Development Permit 61.16

Respectfully submitted,



Darren Veres  
Development Planner

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

Attachment A: Development Permit 61.16

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**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**

**DEVELOPMENT PERMIT NUMBER 61.16**

This Development Permit 61.16 is hereby issued by the Council for The Corporation of the District of North Vancouver to the registered owner for the development of townhouses on the properties located at 756 and 778 Forsman Avenue, legally described as:

Lot A Block A District Lot 613 Group 1 New Westminster District Plan BCP39525 (PID: 027-780-228); and

Lot C of Lot 6 Block A District Lot 613 Plan 20979 (PID: 005-225-957);

subject to the following terms and conditions:

A. The following requirement is imposed under Subsection 490 (1) (c) of the Local Government Act:

1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
2. A Construction Management Plan is required prior to issuance of the Building Permit and Excavation Permit, and may require amendments during the course of construction to ensure that construction impacts are minimized.

B. The following requirements are imposed under Subsections 491 (2) of the Local Government Act:

1. No work shall take place except to the limited extent shown on the attached plans (DP61.16 A - M) and in accordance with the following specifications:
  - (i) The site shall be developed in accordance with the recommendations of the report prepared by Northwest Hydraulic Consultants dated December 5, 2012 updated by Geocan Engineering on October 27 and December 19, 2016.
  - (ii) A qualified professional engineer shall confirm that the building permit drawings meet the recommendations of the Northwest Hydraulic Consultants report updated by Geocan Engineering on October 27 and December 19, 2016 referenced above, or meets and equivalent or higher degree of protection.

- (iii) Confirmation of registration of the section 219 restrictive covenant for flood protection.

C. The following requirements are imposed under Subsections 491 (7) and (8) of the Local Government Act:

1. The site shall be developed in accordance with the attached plans DP61.16 - A - M
2. Prior to the issuance of a Building Permit, the following shall be submitted to:

(i) Building:

- (a) a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that any rooftop mechanical equipment will comply with the District of North Vancouver Noise Regulation Bylaw, and the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

- (b) A summary of the adaptable housing measure that will be provided, in keeping with the objectives of the District's Accessible Design Policy for Multi-Family Housing, in accordance with the Accessible Design Consideration letter dated May 17, 2017.
- (c) Confirmation of registration of the consolidation plan.
- (d) Confirmation of registration of the Section 219 Restrictive Covenant for Stormwater Management.



## (ii) Parks:

- a. Three copies of a final detailed landscape plan prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
- b. A written landscape estimate submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and
- c. A completed "Permission to Enter" agreement to provide evidence that a landscape architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.

## (iii) Engineering:

- a. Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department;
- b. An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on Forsman Avenue. Upgrades will include, but are not limited to: sidewalk, curb and gutter, street trees and street improvements.
- c. A security deposit as specified in the Engineering Services Agreement.

D. The following requirements are imposed under Subsections 491 (9) and (10) of the Local Government Act:

1. Prior to issuance of the Building Permit the following are required:

- (i) A completed green building checklist, outlining the measures to incorporated in the building leading to a performance level equivalent to or better than the "gold" standard under a certified green building rating system; and

(ii) Confirmation of registration of the section 219 covenant for green building.

E. The following requirements are imposed under Subsection 300 of the Local Government Act:

1. Prior to issuance of the Building Permit the following deposits are required:

- (i) A security deposit equal to the greater of 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or \$100,000. The deposit must be provided prior to issuance of a building permit for the proposed development on the Land and will be held as security for landscaping, building and environmental works.
- (ii) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.

Nothing in this Development Permit alters or affects in any way any of the preconditions to issuance of a Building Permit as set out in the Covenants registered against the Land under numbers BB3051324, BB3051325, BB3051326, and BB3051327.

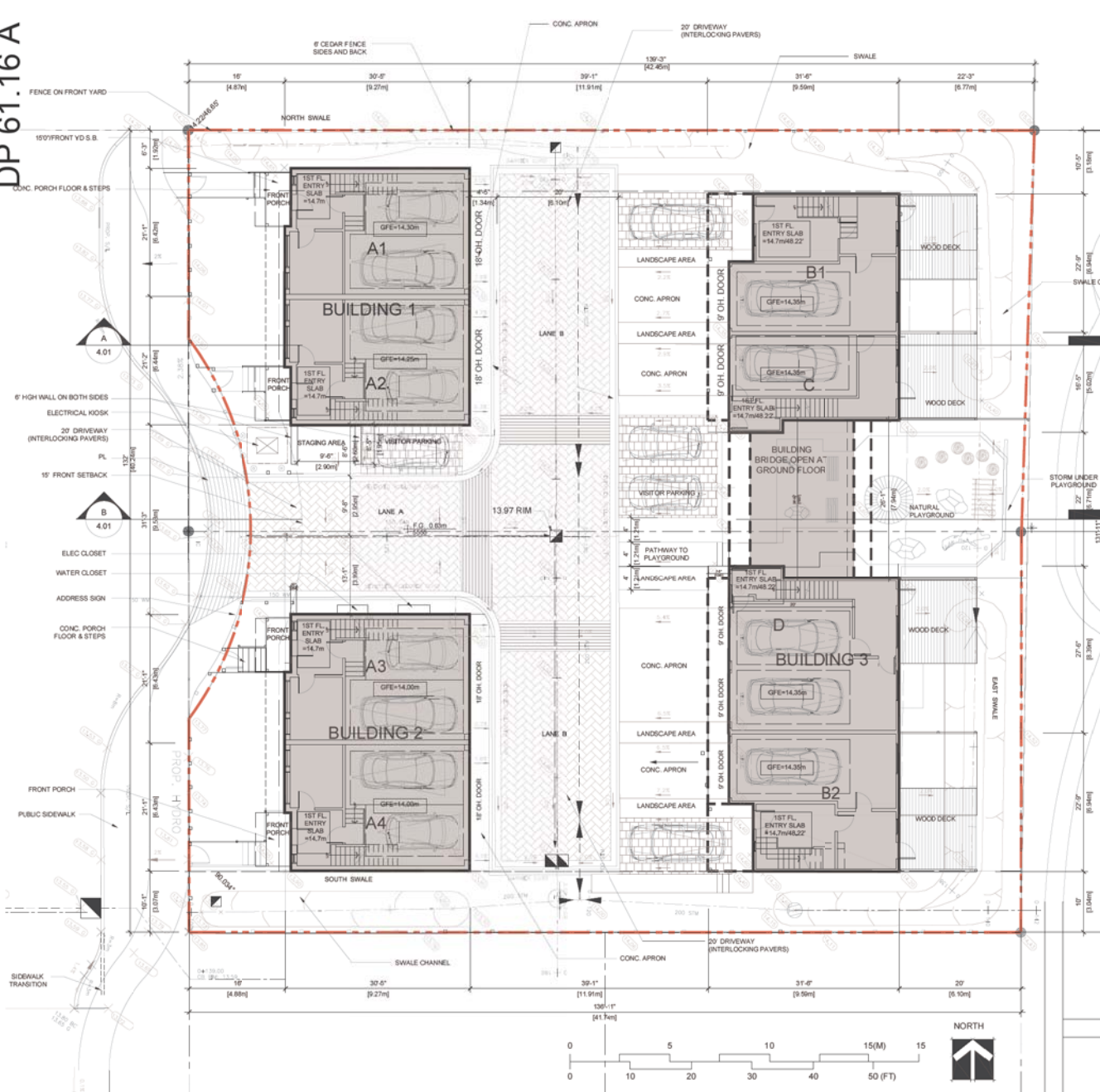
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**Mayor**

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**Municipal Clerk**

Dated this      day of      , 20.



### 756 & 778 Forsman Avenue, North Vancouver, BC

#### Zoning Statistics

	S.M.	Acres	Sq.Ft.
GROSS SITE AREA	1686.6547	0.42	18155.00
DEDICATION	40.797	0.01	439.14
NET SITE AREA	1645.8577	0.41	17715.86

Unit	Unit Type	No. of Units	Gross Floor Area / Unit (excluding parking & storage)	GFA x No. of Units
A1	DUPLEX	1	1348	1348
A2	DUPLEX	1	1348	1348
A3	DUPLEX	1	1348	1348
A4	DUPLEX	1	1348	1348
B1	END UNIT	1	1546	1546
B2	END UNIT	1	1550	1550
C	MID-BLOCK	1	1517	1517
D	MID-BLOCK	1	2221	2221
Total		8		12228

UPA	19.67
FSR	0.67
FSR	0.69

BUILDING COVERAGE	35%
SITE COVERAGE	61%

PARKING	Standard Car Stalls	11
	Small Car Stalls	5
	H/C Stalls	
Total Residential		16

Visitor	Visitor Standard Car Stalls	2
	Visitor Small Car Stalls	
Total Visitor		2

Total Parking Stalls		18
Residential Ratio	2.00	
Visitor Ratio	0.25	
Total Off Street Parking Ratio	2.25	
Percentage of Small Car Stalls	38.9%	

AMENITY	Gross Areas		% of Site Area
	Area S.F.	Area S.M.	
KID'S PLAYGROUND	1044 s.f.	113.8 s.m.	6.00%

Unit Breakdown									
Unit	Unit Type	Building #	No. of Unit	main floor	second floor	upper floor	Total Area	Enclosed Garage	Storage
A1	Duplex	Building 1	1	89	594	665	1348	412	100
A2	Duplex	Building 1	1	89	594	665	1348	412	100
A3	Duplex	Building 2	1	89	594	665	1348	412	100
A4	Duplex	Building 2	1	89	594	665	1348	412	100
B1	End Unit	Building 3	1	149.2	677	722	1548	330.3	100
B2	End Unit	Building 3	1	150.6	677	722	1550	330.3	100
C	Mid-Block	Building 3	1	78.7	657	781	1517	225.6	100
D	Mid-Block	Building 3	1	76.2	1017	1128	2221	533.9	100
Total			8				12228		

PWA

pacific west architecture

1200 West 73rd Avenue (Airport Square)  
Suite 1100  
Vancouver B.C. V6P 6G5

Office: 604.267.7072  
Fax: 604.267.7056  
Email: info@pwaarchitecture.com  
www.pwaarchitecture.com

Oct-16

756 & 778 Forsman Avenue, North Vancouver, BC

Zoning Statistics

ISSUES

DATE

1

2017-OCT

2

2017-APRIL 28

3

2018-OCT

PROJECT NUMBER

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DRAWN BY

CF

CHECKED BY

PV

DATE CHECKED

CONSULTANT

PROJECT

FORSMAN GARDEN

756 & 778 FORSMAN AVE.  
NORTH VANCOUVER

DRAWING TITLE

SITE PLAN

DRAWING No.

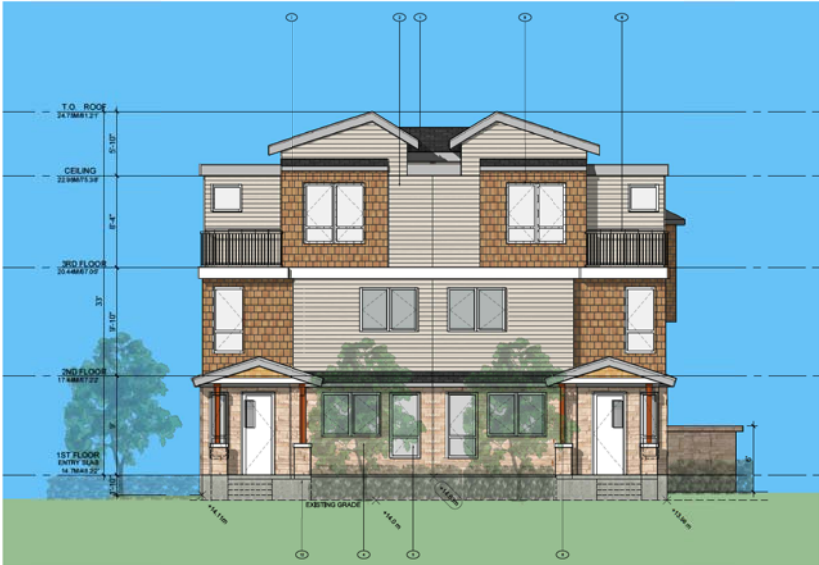
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2 BUILDING 1 NORTH ELEVATION  
Scale: 3/16" = 1'-0"



3 BUILDING 1 WEST ELEVATION  
Scale: 3/16" = 1'-0"



4 BUILDING 1 SOUTH ELEVATION  
Scale: 3/16" = 1'-0"

- EXTERIOR MATERIAL LEGEND
- 1 ASPHALT ROOF
  - 2 HARDPLANK SIDING
  - 3 CEDAR SHINGLE
  - 4 STONE VENEER
  - 5 DOUBLE GLAZED VINYL WINDOW
  - 6 ALUMINUM RAILINGS
  - 7 METAL GARAGE DOOR
  - 8 WOOD POST
  - 9 WOOD TRIM
  - 10 WOOD SIDING
  - 11 WOOD SCREEN
  - 12 CONC. BASE

PWA

pacific  
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1200 West 73rd Ave (Airport Square)  
Suite 1120  
Vancouver B.C. V6P 6G5  
Office: 604.267.7072  
Fax: 604.267.7056  
E-mail: info@pwaarchitecture.com  
www.pwaarchitecture.com

REVISIONS	
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ISSUES	DATE	
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3	ISSUED FOR DEVELOPMENT APPLICATION	2017-OCT
2	ISSUED FOR REZONING APPLICATION	2017-APRIL
1	ISSUED FOR REZONING APPLICATION	2016-OCT

PROJECT NUMBER	ALTS
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CHECKED BY	PF
DATE CHECKED	
CONSULTANT	

PROJECT

FORSMAN GARDEN

756 & 778 FORSMAN AVE.  
NORTH VANCOUVER

DRAWING TITLE

ELEVATIONS

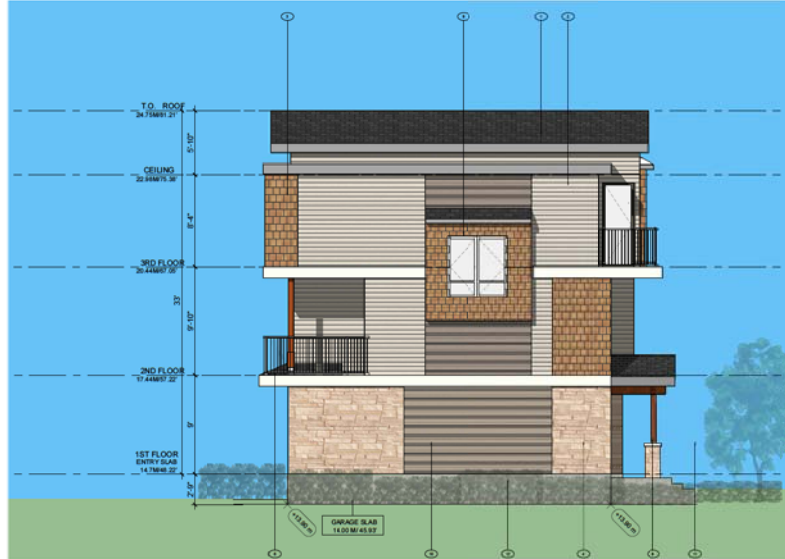
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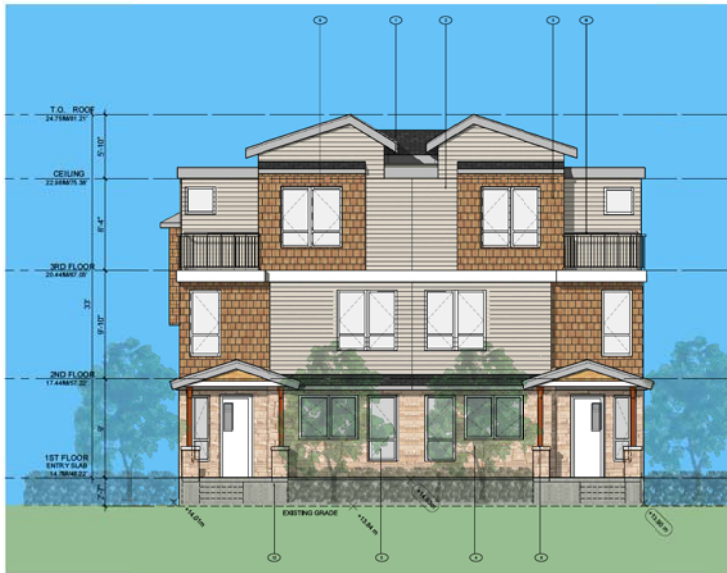




1 BUILDING 2 EAST ELEVATION  
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2 BUILDING 2 NORTH ELEVATION  
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3 BUILDING 2 WEST ELEVATION  
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4 BUILDING 2 SOUTH ELEVATION  
Scale: 3/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

- 1 ASPHALT ROOF
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**pacific  
west  
architecture**

1200 West 73rd Ave (Airport Square)  
Suite 1120  
Vancouver B.C. V6P 6G5  
Office: 604 267 7072  
Fax: 604 267 7096  
E-mail: info@pwaarchitecture.com  
www.pwaarchitecture.com

REVISIONS

ISSUES	DATE
8	
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3	2017-OCT
2	2017-APRIL
1	2016-OCT

PROJECT NUMBER: A170

DRAWN BY: CF

CHECKED BY: PF

DATE CHECKED:

CONSULTANT:

PROJECT

**FORSMAN GARDEN**

756 & 778 FORSMAN AVE.  
NORTH VANCOUVER

DRAWING TITLE

**ELEVATIONS**

DRAWING No.

**A3.2**





1 BUILDING 3 WEST ELEVATION  
Scale: 3/16" = 1'-0"



2 BUILDING 3 NORTH ELEVATION  
Scale: 3/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

- 1 ASPHALT ROOF
- 2 HARDPLANK SIDING
- 3 CEDAR SHINGLE
- 4 STONE VENEER
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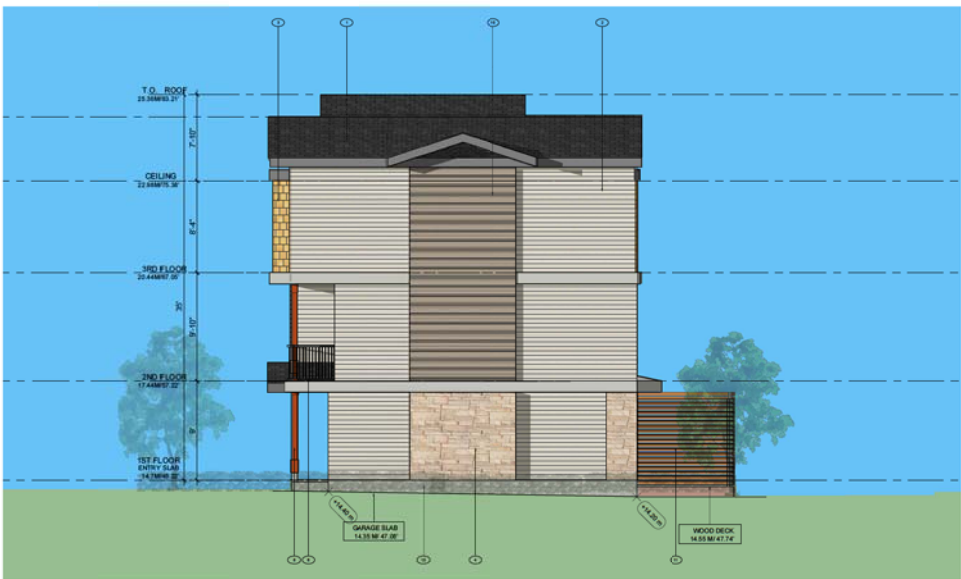
1200 West T3rd Ave (Airport Square)  
Suite 1120  
Vancouver B.C. V6P 6G5

Office: 604 267 7072  
Fax: 604 267 7056  
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www.pwestarchitecture.com

REVISIONS	
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ISSUES	
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3	ISSUED FOR DEVELOPMENT APPLICATION
2	ISSUED FOR REZONING APPLICATION
1	ISSUED FOR REZONING APPLICATION
PROJECT NUMBER	
A170	
DRAWN BY	
CF	
CHECKED BY	
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DATE CHECKED	
CONSULTANT	
PROJECT	
FORSMAN GARDEN	
756 & 778 FORSMAN AVE. NORTH VANCOUVER	
DRAWING TITLE	
ELEVATIONS	
DRAWING No.	
A3.3	



1 BUILDING 3 EAST ELEVATION  
Scale: 3/16" = 1'-0"



2 BUILDING 3 SOUTH ELEVATION  
Scale: 3/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

- 1 ASPHALT ROOF
- 2 HARD-PLANK SIDING
- 3 CEDAR SHINGLE
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REVISIONS

1

ISSUES

ISSUES	DATE
8	
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3	ISSUED FOR DEVELOPMENT APPLICATION 2017-OCT
2	ISSUED FOR REZONING APPLICATION 2017-APRIL
1	ISSUED FOR REZONING APPLICATION 2016-OCT

PROJECT NUMBER

A170

DRAWN BY

CF

CHECKED BY

PF

DATE CHECKED

CONSULTANT

PROJECT

FORSMAN GARDEN

756 & 778 FORSMAN AVE.

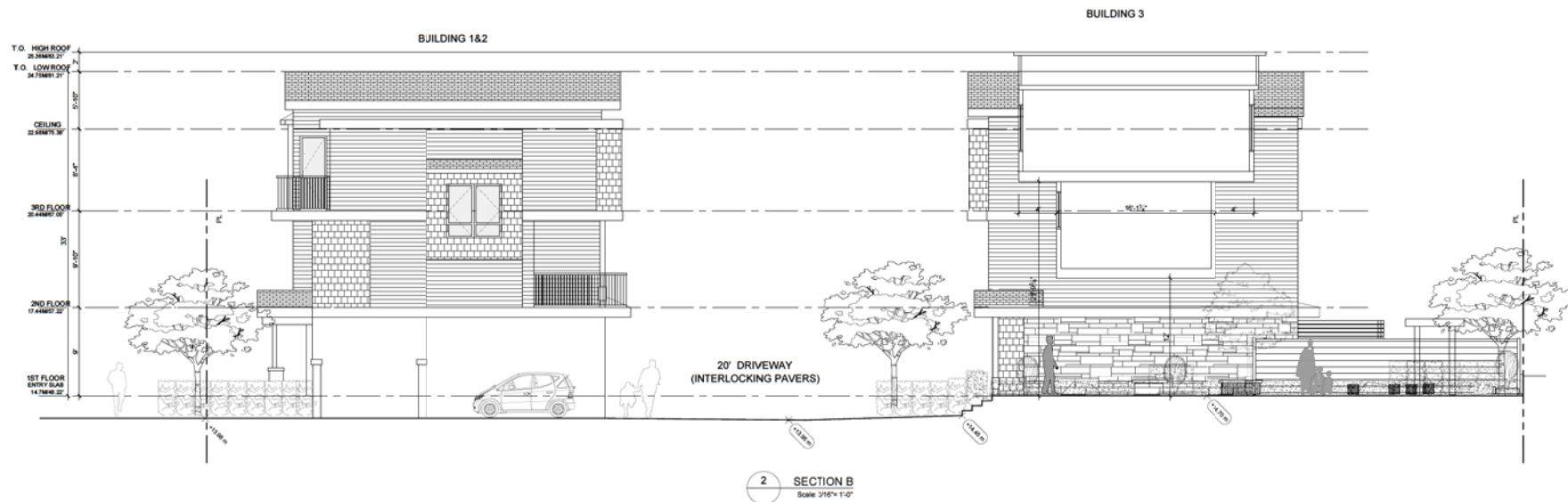
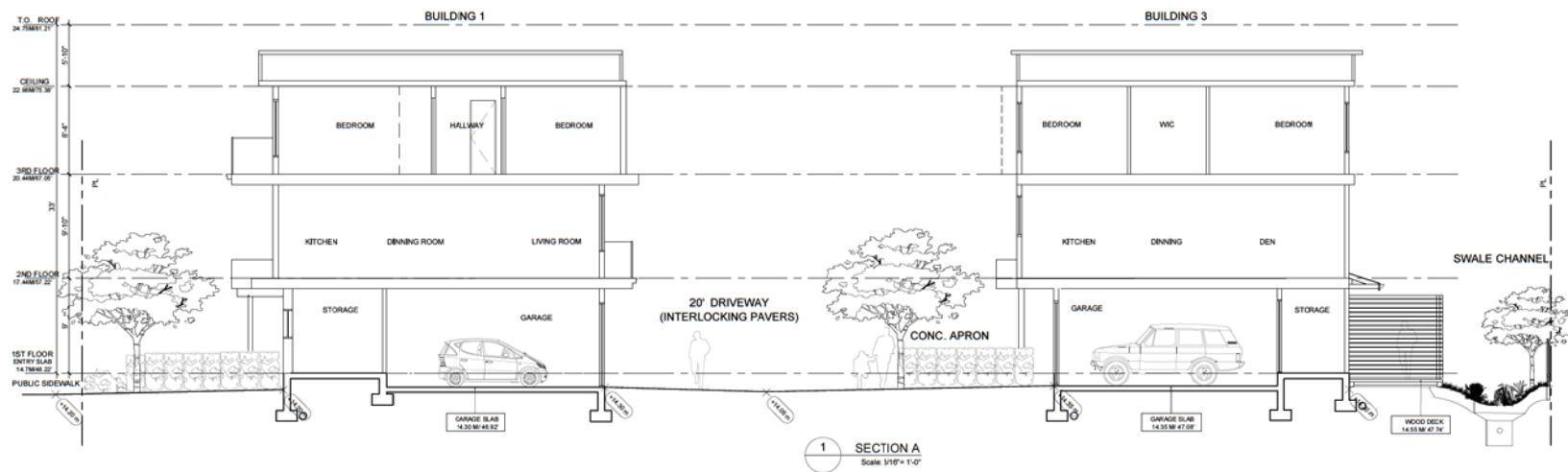
NORTH VANCOUVER

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ELEVATIONS

DRAWING No.

A3.4



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**pacific  
west  
architecture**

1200 West 73rd Ave (Airport Square)  
Suite 1120  
Vancouver B.C. V6P 6G5  
Office: 604.267.7072  
Fax: 604.267.7056  
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www.pwestarchitecture.com

REVISIONS	DATE
1	

ISSUES	DATE	
8		
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4		
3	ISSUED FOR DEVELOPMENT APPLICATION	2017-OCT
2	ISSUED FOR REZONING APPLICATION	2017-APRIL
1	ISSUED FOR REZONING APPLICATION	2016-OCT

PROJECT NUMBER	ALTS
DRAWN BY	CF
CHECKED BY	PF
DATE CHECKED	
CONSULTANT	

PROJECT

**FORSMAN GARDEN**

756 & 778 FORSMAN AVE.  
NORTH VANCOUVER

DRAWING TITLE

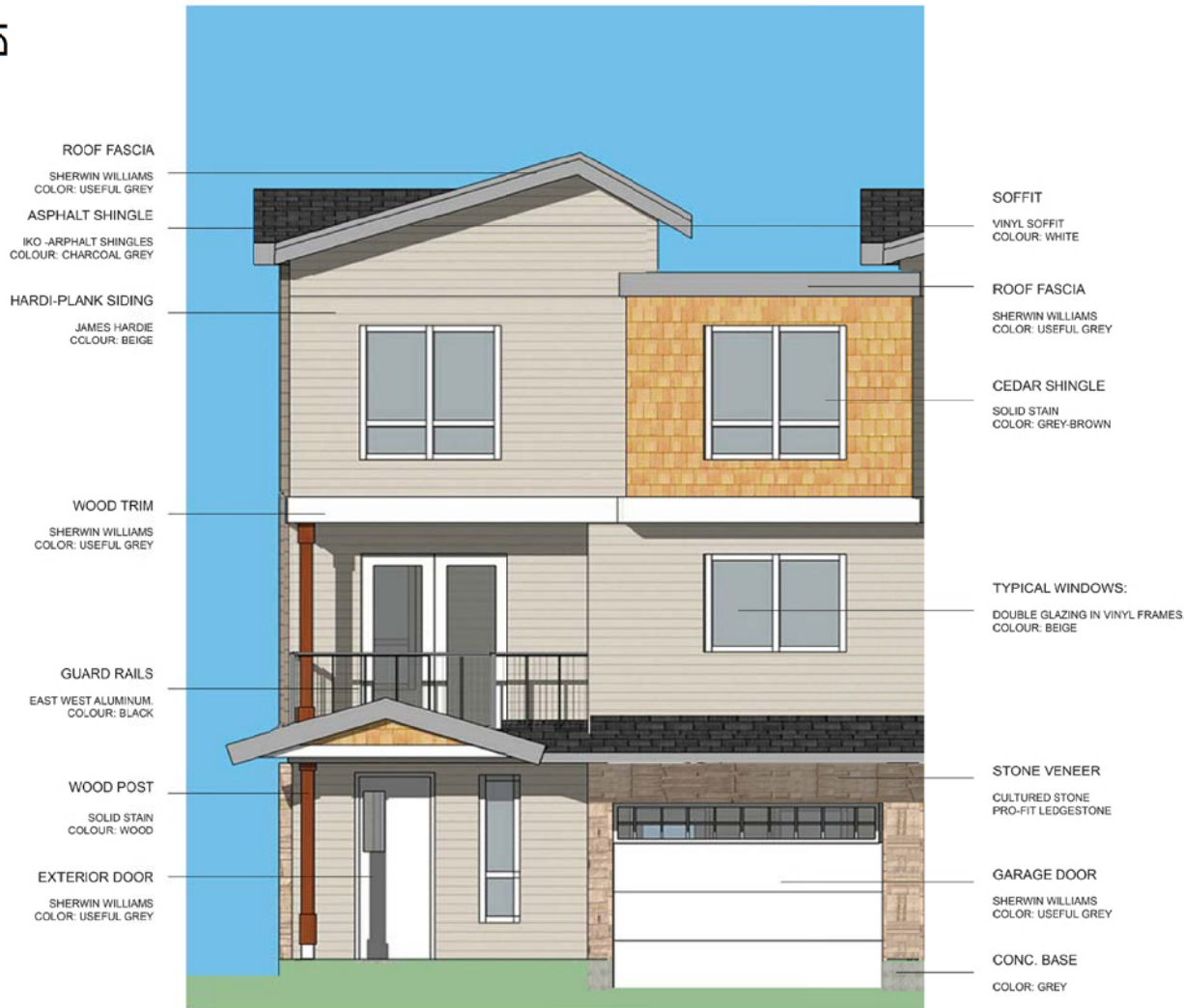
**SECTIONS**

DRAWING No.

**A4.1**

# BUILDING MATERIAL -1

DP 61.16 G



**ASPHALT SHINGLE**  
IKO -ARPHALT SHINGLES  
COLOUR: CHARCOAL GREY



**CEDAR SHINGLE**  
SOLID STAIN  
COLOR: GREY-BROWN



**HARDI-PLANK SIDING**  
JAMES HARDIE  
COLOUR: BEIGE



**HARDI-PLANK SIDING**  
JAMES HARDIE  
COLOUR: CORMWELL GRAY



**WOOD TRIM**  
SHERWIN WILLIAMS  
COLOR: USEFUL GREY



**WOOD FEATURES**  
SOLID STAIN  
COLOUR: WOOD



**STONE VENEER**  
CULTURED STONE  
PRO-FIT LEDGESTONE

PWA

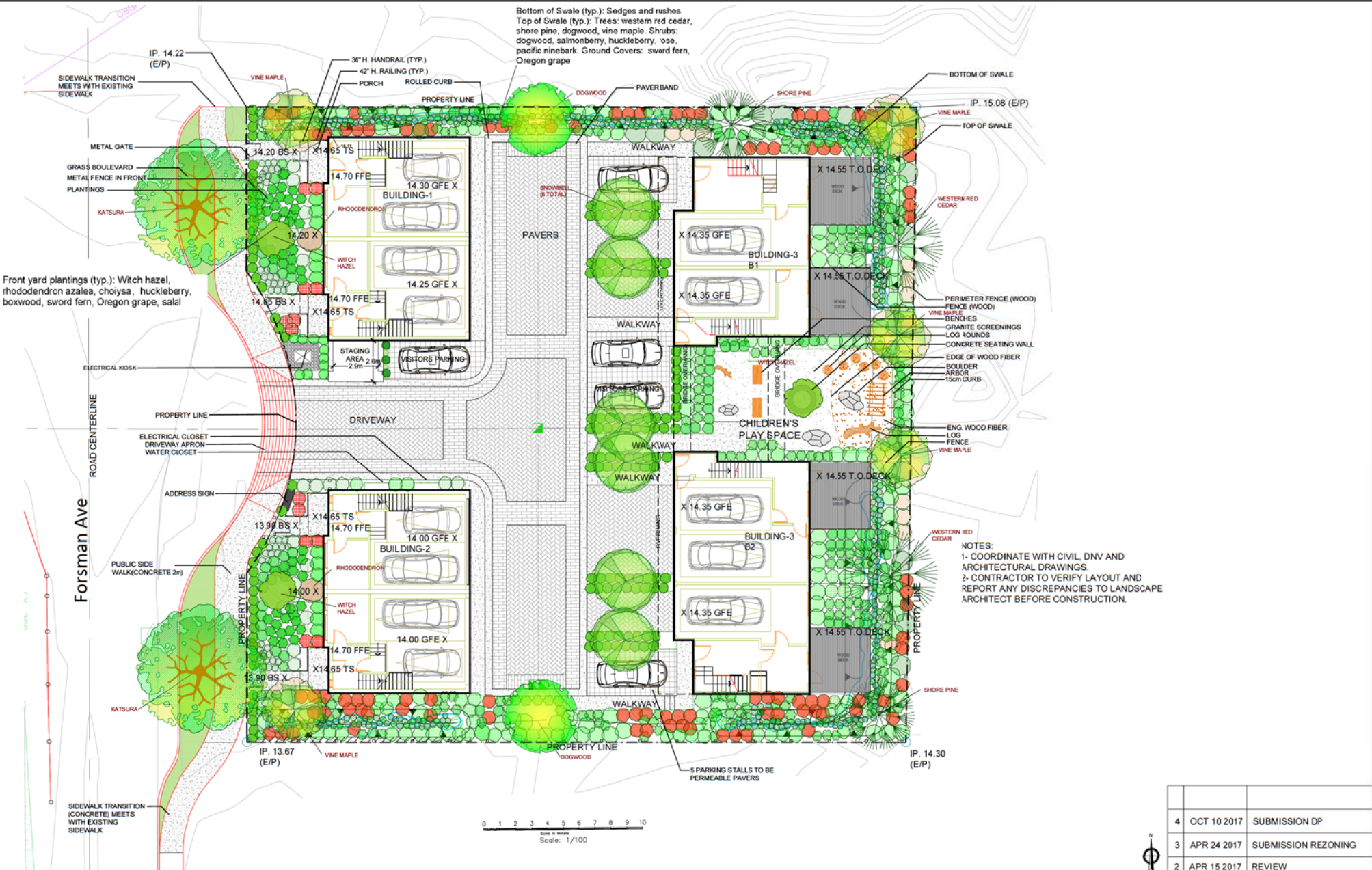
**pacific west architecture**

1200 West 73rd Ave (Airport Square)  
Suite 1100  
Vancouver B.C. V6P 6G5

Office: 604 267 7072  
Fax: 604 267 7056  
Email: info@pwestarchitecture.com  
www.pwestarchitecture.com

REVISIONS	
1	
ISSUES	DATE
8	
7	
6	
5	
4	
3	REQUESTED FOR DEVELOPMENT APPLICATION 2017-OCT
2	REQUESTED FOR REZONING APPLICATION 2017-APRIL
1	ISSUED FOR REZONING APPLICATION 2016-OCT
PROJECT NUMBER	A51
DRAWN BY	CF
CHECKED BY	PF
DATE CHECKED	
CONSULTANT	
PROJECT	
<p><b>FORSMAN GARDEN</b></p> <p>756 &amp; 778 FORSMAN AVE. NORTH VANCOUVER</p>	
DRAWING TITLE	
<p><b>MATERIAL BOARD</b></p>	
DRAWING No.	
<p><b>A5.1</b></p>	





1009198 Ltd.  
Attn.: Kenny Gu  
7532 Conway Ave.  
Burnaby, BC, Canada

SW Landscape Architect  
919 Melbourne Avenue  
North Vancouver, B.C. V7R 1N8

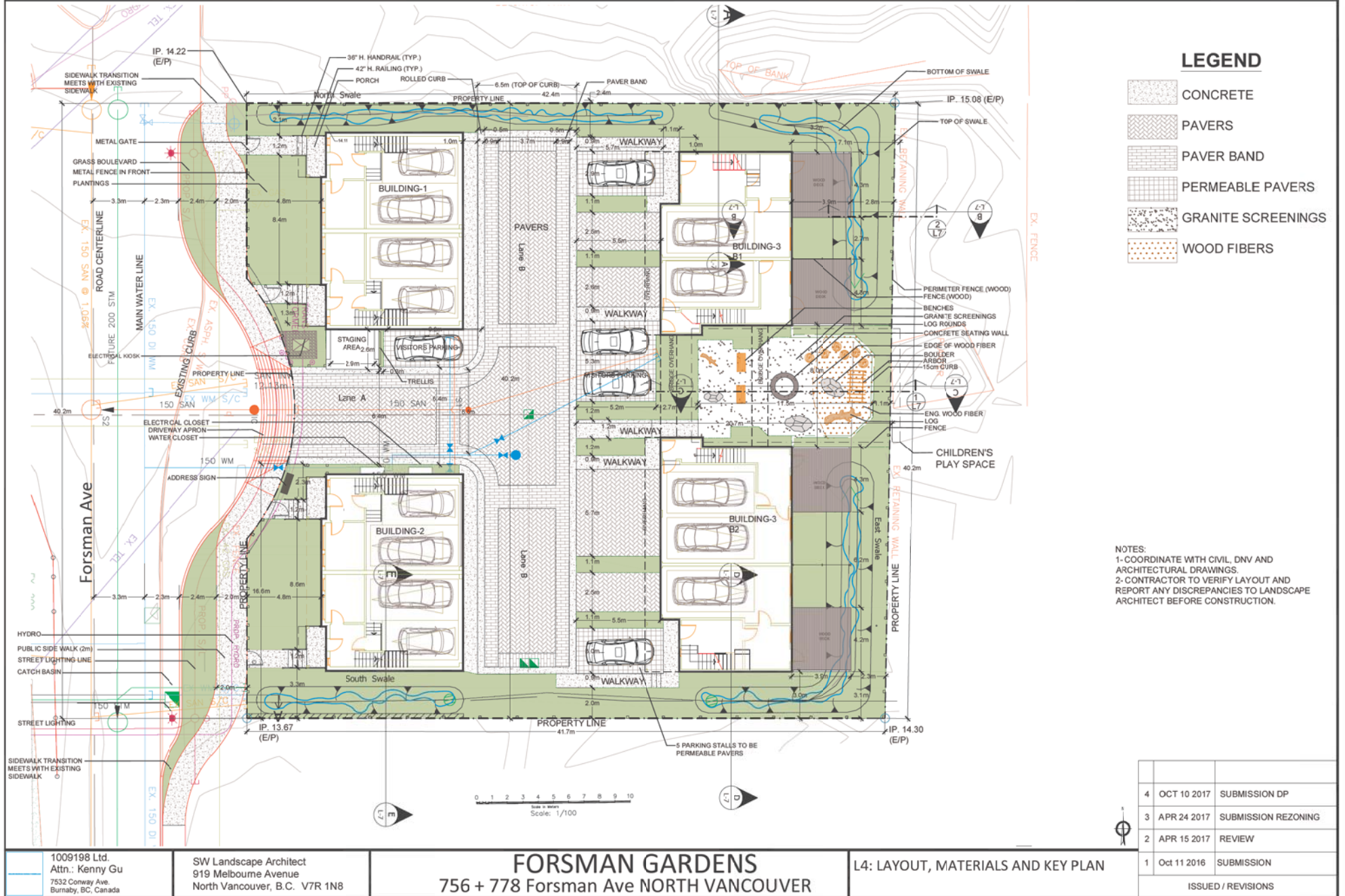
# FORSMAN GARDENS

756 + 778 Forsman Ave NORTH VANCOUVER

L1: CONCEPT PLAN

4	OCT 10 2017	SUBMISSION DP
3	APR 24 2017	SUBMISSION REZONING
2	APR 15 2017	REVIEW
1	Oct 11 2016	SUBMISSION
ISSUED / REVISIONS		



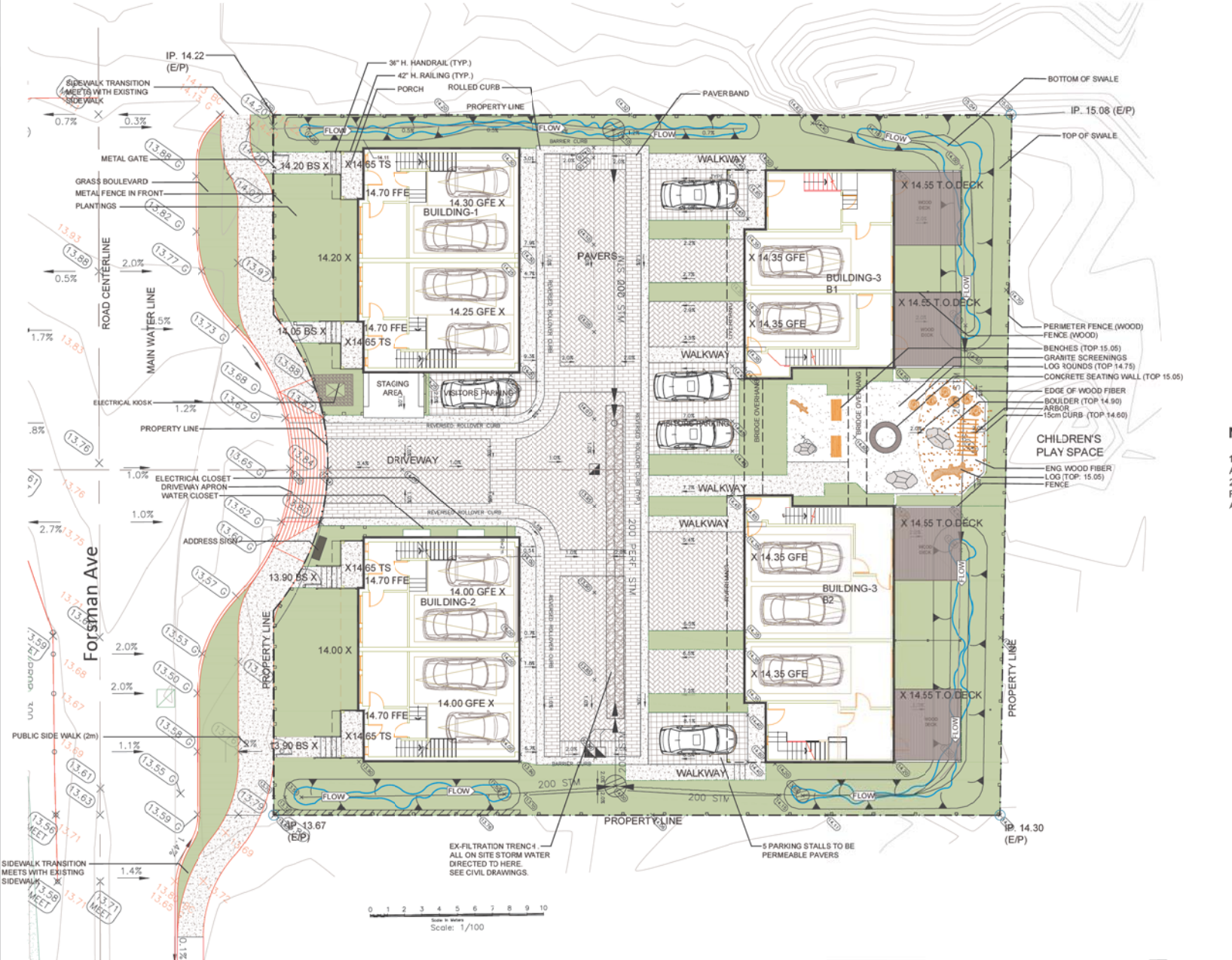


**FORSMAN GARDENS**  
756 + 778 Forsman Ave NORTH VANCOUVER

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L4: LAYOUT, MATERIALS AND KEY PLAN



**LEGEND**

+ (14.70) PROPOSED CIVIL ELEVATION  
X 14.5 PROPOSED LANDSCAPE ELEVATION  
— EXISTING CONTOUR LINE

- NOTES:**
- 1- COORDINATE WITH CIVIL DNV AND ARCHITECTURAL DRAWINGS.
  - 2- CONTRACTOR TO VERIFY LAYOUT AND REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT BEFORE CONSTRUCTION.

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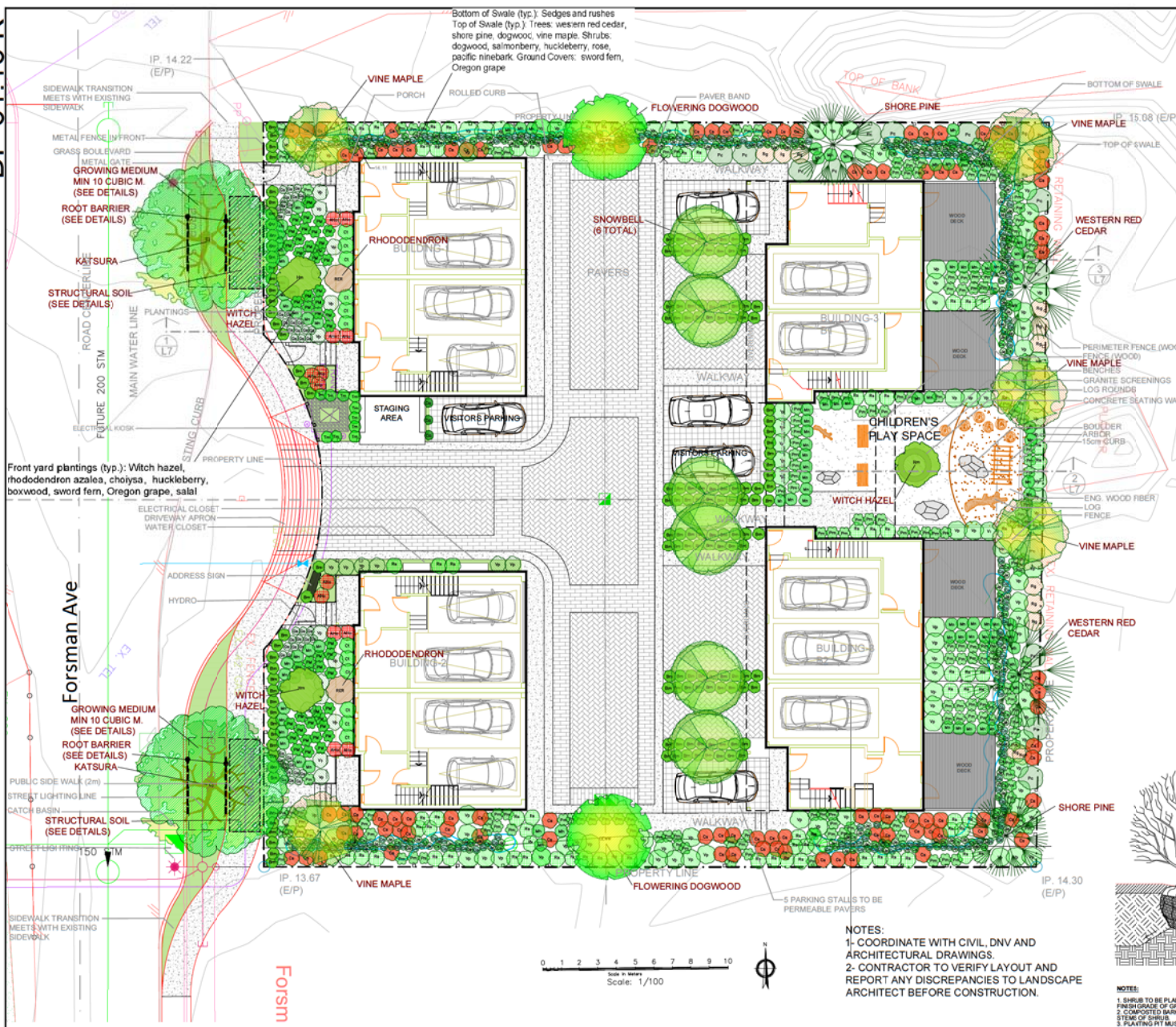
SW Landscape Architect  
919 Melbourne Avenue  
North Vancouver, B.C. V7R 1N8

**FORSMAN GARDENS**  
756 + 778 Forsman Ave NORTH VANCOUVER

L5: GRADING AND DRAINAGE

ISSUED / REVISIONS		
4	OCT 10 2017	SUBMISSION DP
3	APR 24 2017	SUBMISSION REZONING
2	APR 15 2017	REVIEW
1	Oct 11 2016	SUBMISSION

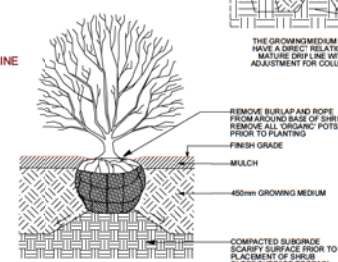
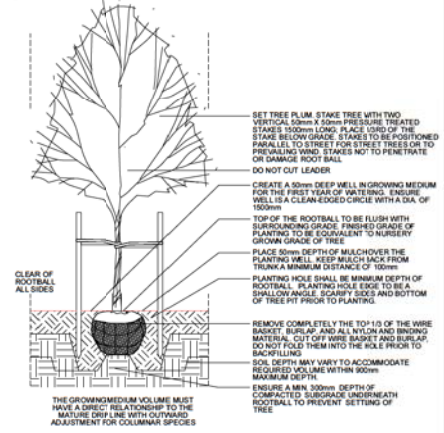




PLANT LIST- FORSMAN AVENUE, NORTH VANCOUVER

Botanical Name	Common Name	Symb	Size	Spacing	No.
<b>TREES (for replacement planting)</b>					
Acer circinatum	Vine maple	Ac	2.5 m B&B	as shown	5
Cercidiphyllum japonicum	Katsura	Cj	6 cm cal	as shown	2
Cornus 'Eddie's White Wonder'	Flowering dogwood	CEWW	6 cm cal	as shown	2
Pinus contorta contorta	Shore pine	Pc	2.5m B&B	as shown	2
Styrax japonicus	Japanese snowbell	St	6 cm cal	as shown	6
Thuja plicata	Western red cedar	Tp	2.5m B&B	as shown	2
<b>SHRUBS, GROUND COVERS AND VINES</b>					
Buxus microphylla 'Green Beauty'	Green Beauty Boxwood	Bm	#2 pot	.6m oc	115
Choisya ternata	Mexican orange	Ct	#5 pot	as shown	12
Clematis armandii	Evergreen clematis	Ca	#2 pot	as shown	3
Cornus sericea	Red twig dogwood	Cs	#3 pot	1.2 m oc	34
Gaultheria shallon	Salal	Gs	#1 pot	.5 m oc	48
Mahonia nervosa	Low Oregon grape	Mn	#2 pot	.6 m oc	81
Physocarpus capitatus	Pacific ninebark	Pc	#5 pot	1.5 m oc	14
Rhododendron 'Homebush'	Homebush azalea	AHO	#5 pot	1.0 m oc	13
Rhododendron 'English Roseum'	RE Rhododendron	RER	2.0 m B&B	2.5 m oc	2
Rosa gymnocarpa	Bald hip rose	Rg	#2 pot	1.2 m oc	25
Rubus spectabilis	Salmonberry	Rs	#2 pot	1.2 m oc	75
Taxus media 'Hicksii'	Yew	Tm	#5 pot	.6 m oc	9
Vaccinium parvifolium	Red huckleberry	Vp	#2 pot	1 m oc	85
<b>HERBACEOUS PERENNIALS</b>					
Carex obnata	Slough sedge	Co	10 cm pot	.45 m oc	320
Carex stipata	Sawbeak sedge	Cs	10 cm pot	.45 m oc	350
Juncus effusus	Common rush	Je	10 cm pot	.45 m oc	320
Polystichum munitum	Western swordfern	Pm	#1 pot	.6 m oc	275

Note: All plants and installation shall be in accordance with the latest BCLNA #1 Landscape Standards



NOTES:  
1- COORDINATE WITH CIVIL, DNV AND ARCHITECTURAL DRAWINGS.  
2- CONTRACTOR TO VERIFY LAYOUT AND REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT BEFORE CONSTRUCTION.

NOTES:  
1. SHRUBS TO BE PLANTED WITH ELEVATION OF TOP OF ROOTBALL OR POT LEVEL WITH FINISH GRADE OF GROWING MEDIUM.  
2. COMPOSTED BARK MULCH AT 50mm DEPTH TO BE KEPT AT LEAST 90mm AWAY FROM STEMS OF SHRUBS.  
3. PLANTING PIT MUST BE FREE DRAINING

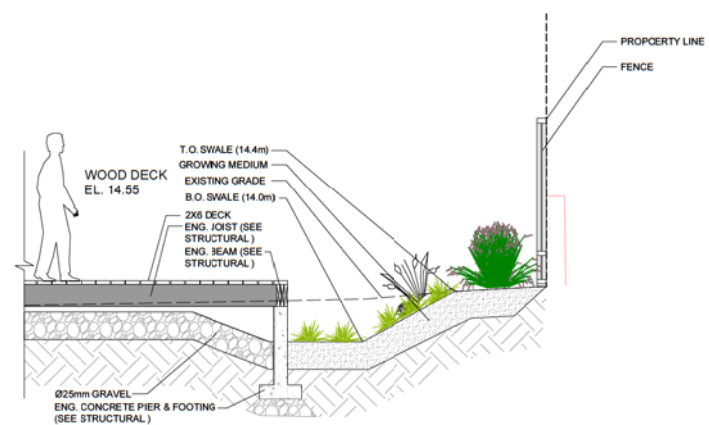
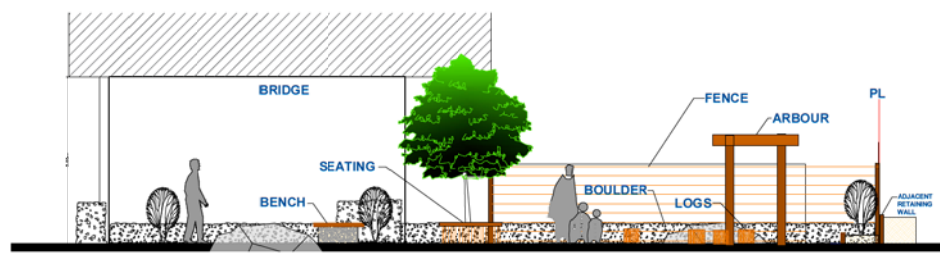
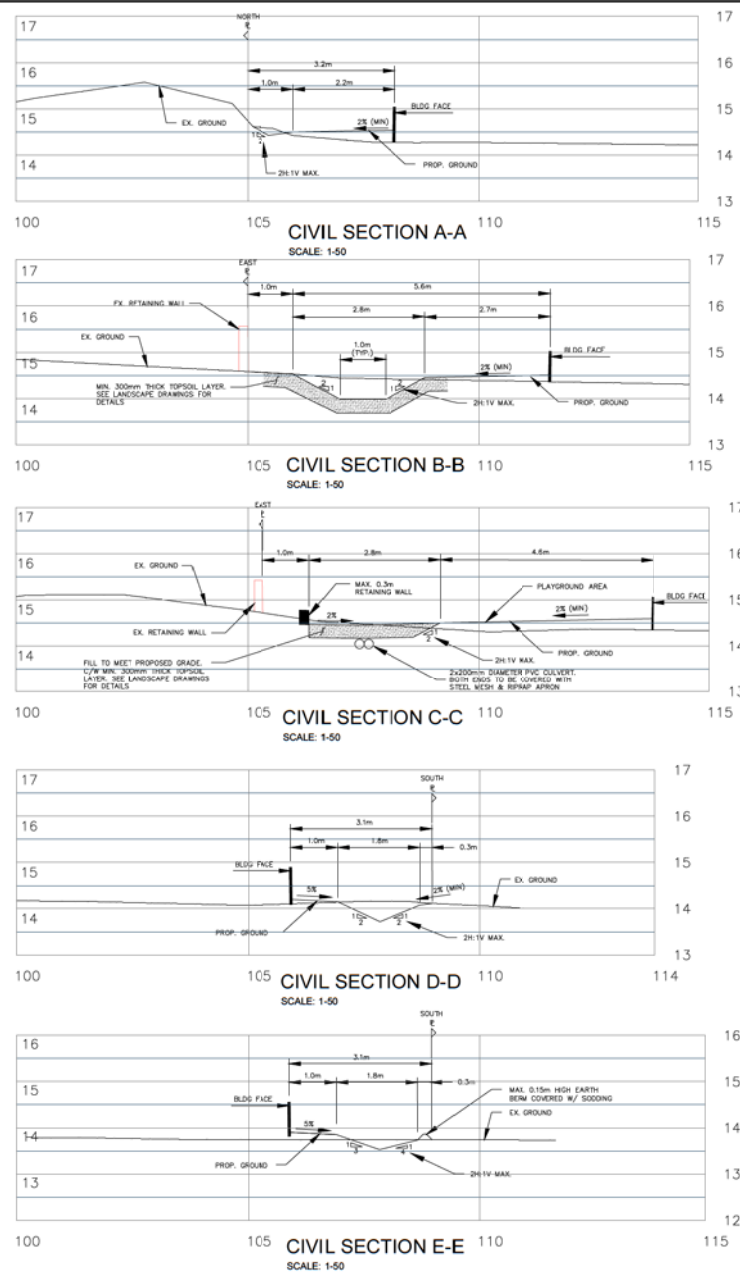
4	OCT 10 2017	SUBMISSION DP	
3	APR 24 2017	SUBMISSION REZONING	
2	APR 15 2017	REVIEW	
1	Oct 11 2016	SUBMISSION	
ISSUED / REVISIONS			

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**FORSMAN GARDENS**  
756 + 778 Forsman Ave NORTH VANCOUVER

L6: PLANTING PLAN



**NOTE:**  
FOR CIVIL SECTIONS SEE CIVIL DRAWINGS.



<div>1009198 Ltd. Attn.: Kenny Gu 7532 Conway Ave. Burnaby, BC, Canada</div>	<div>SW Landscape Architect 919 Melbourne Avenue North Vancouver, B.C. V7R 1N8</div>	<div>FORSMAN GARDENS 756 + 778 Forsman Ave NORTH VANCOUVER</div>	<div>L7: SECTIONS</div>	<div>1 Oct 11 2016 SUBMISSION</div>		
				<div>ISSUED / REVISIONS</div>		



LANDSCAPE STATEMENT OF INTENT

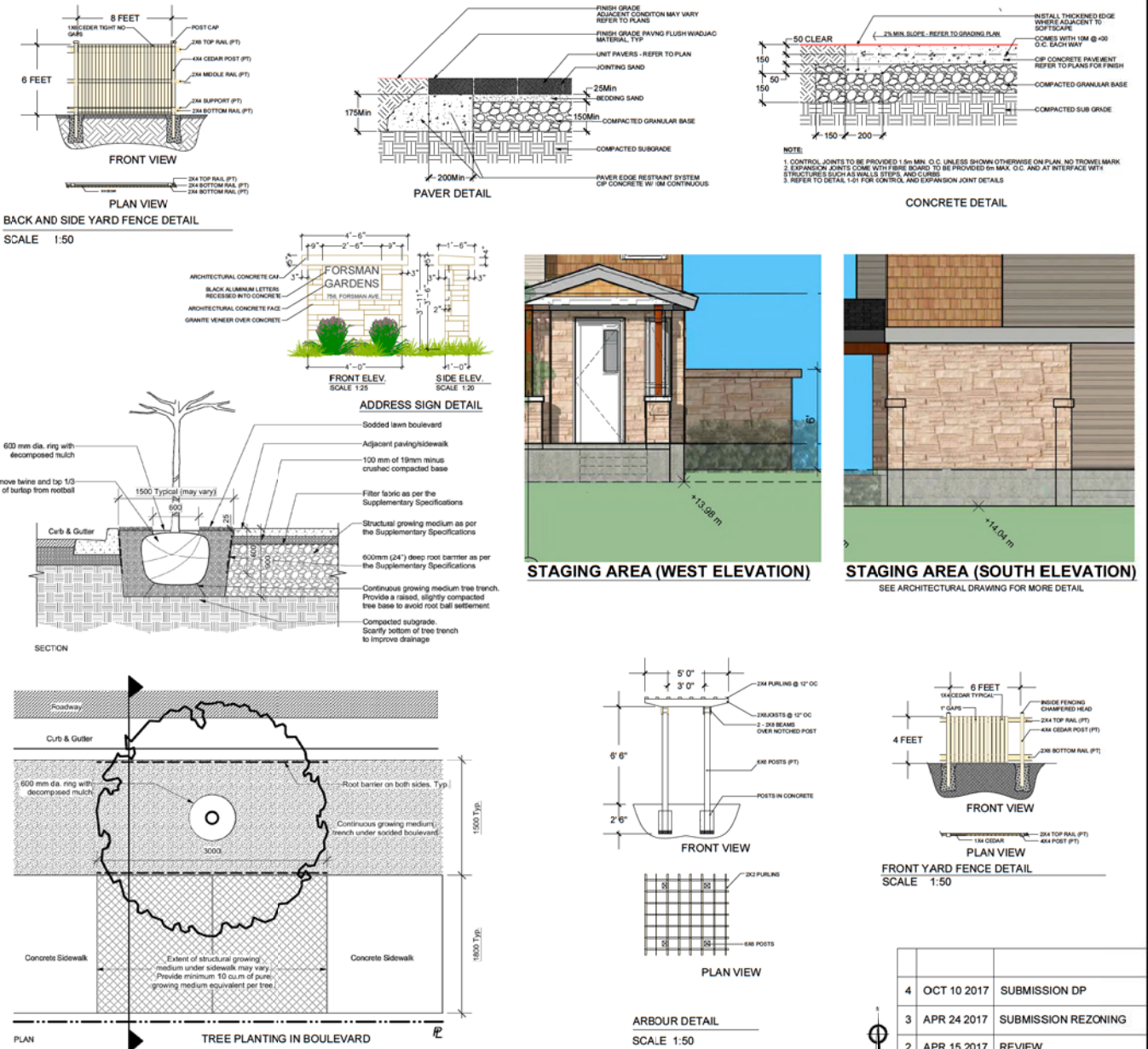
The intent of the landscape design is to have a landscape treatment that is sustainable and reflects the natural heritage of the Lynnmour area in North Vancouver. The front yard is framed by a boxwood hedge, black metal railing and the delicate branches of the beautiful witchhazel shrub, behind which are Rhododendrons, azaleas, fragrant Choisya and various groundcovers. Along the perimeter is a delectable rain garden that catches water from the site, with biofiltration by sedges, rushes, ferns and other moist loving species. Under the shade of cedars and vine maples is the natural understory of native salmonberry, huckleberry, red twig dogwood and native roses. The children's nature playspace with logs, boulders, arbour and native plantings is an appealing play space for kids and gathering/community place for residents. This unique landscape treatment is environmentally sensitive and will also be a delight to the senses.

MATERIALS LIST

- BENCHES:** 'Camille' backless bench, 16.5 inch by 48 inch by Victor Stanley. Ipe wood slats on powder coated steel frame. Surface mounted on a concrete pad.
- WOOD FENCE:** 1 X6 cedar boards finished with Sikken's semi-transparent cedar stain
- METAL FENCE AND GATE (front):** Powder coated medium gloss black aluminum
- ARBOUR:** All wood members to be cedar, finished Sikken's semi-transparent cedar stain
- WOOD DECKS:** 6 inch cedar deck boards, finished Sikken's semi-transparent cedar stain
- PAVERS:** by Abbotsford Concrete Products, Standard Series, 4.5 by 9.0 by 2.4 inches, natural colour, herringbone pattern, with charcoal soldier course on perimeters and accent banding
- PERMEABLE PAVERS:** 'AquaPave' By Abbotsford Concrete Products Abbotsford or equivalent
- CONCRETE:** Sidewalk, walkways, driveway aprons, front porches finished in a medium broom finish. Concrete sidewalk on public property to be installed to municipal standards.
- GRANITE SCREENINGS:** 9 mm crushed granite over compacted base layer
- CHILDREN'S NATURE PLAYSACE:** surface- Engineered wood fiber to be FIBAR or equivalent; boulders- 2- 3 men granite boulders, 1- 2 men granite boulders; logs - 1.5' diameter, peeled without roots; log rounds- 2 ft. diameter rounds set 1.0 feet above ground
- PLANT MATERIAL:** All plant material are to meet current BCLNTA #1 standard and installed according to current BCLNTA standards
- GROWING MEDIUM:** by Veratec Engineered Products or equivalent, to BCLNTA standards and prepared off site; specifications are for high traffic lawn and shrub planting areas. Depths are 18 inches in shrub beds and 12 inches in lawn areas
- STRUCTURAL SOIL:** by Veratec Engineered Products or equivalent, to contain graded aggregate, growing medium and stabilizer.
- ROOT BARRIER:** BY Deep Root or equivalent, 24 inch in depth.

NOTES

- a. The District of North Vancouver is responsible for the on-going maintenance of street trees on off-site areas. Please ensure that the developer is aware that on-going maintenance of shrubs/ groundcovers on the off-site areas (i.e. boulevards) is the responsibility of the future property owner.
- b. The project landscape contractor, the project landscape architect and a District of North Vancouver Parks (DNV parks) representative must be present at the project pre-construction meeting. **If this is not possible, the developer must ensure that all three groups meet before any landscape construction work takes place onsite.**
- c. ALL plants/trees used in this project must first be inspected by a representative of the District of North Vancouver parks department (DNV Parks) before installation. **The District of North Vancouver has the right to refuse any or if of the selected plant material if it does not meet current BCLNA guidelines.**



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**FORSMAN GARDENS**  
756 + 778 Forsman Ave NORTH VANCOUVER

L8: DETAILS

		ISSUED / REVISIONS
4	OCT 10 2017	SUBMISSION DP
3	APR 24 2017	SUBMISSION REZONING
2	APR 15 2017	REVIEW
1	OCT 11 2016	SUBMISSION



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: December 11, 2017
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

December 5, 2017  
File: 05.1780

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

**SUBJECT:** Bylaw 8253: 2017 - 2021 Consolidated Financial Plan Amendment #2

**RECOMMENDATION:**

THAT "2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)" is ADOPTED.

**REASON FOR REPORT:**

Bylaw 8253 received First, Second and Third Readings on December 4, 2017.

The bylaw is now ready to be considered for adoption by Council.

**Options:**

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

Respectfully submitted,

**Linda Brick**  
Deputy Municipal Clerk

**Attachments:**

- Bylaw 8253 - 2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)
- Staff report dated November 23, 2017

**SUBJECT: Bylaw 8253: 2017 - 2021 Consolidated Financial Plan Amendment #2**

December 5, 2017

Page 2

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

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

## **Bylaw 8253**

A bylaw to amend the 2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017

---

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

### **1. Citation**

This bylaw may be cited as "2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)".

### **2. Amendments**

2.1 2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017 is amended as follows:

- a. Schedule A to Bylaw 8214 is deleted in its entirety and is replaced with the new *Schedule A to Bylaw 8214 District of North Vancouver 2017-2021 Consolidated Financial Plan* as shown in Schedule 1 of this bylaw.
- b. Schedule C to Bylaw 8214 is deleted in its entirety and is replaced with the new *Schedule C to Bylaw 8214 Reserve Fund Appropriations* as shown in Schedule 2 of this bylaw.

**READ** a first time December 4, 2017

**READ** a second time December 4, 2017

**READ** a third time December 4, 2017

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## Schedule 1 to Bylaw 8253

### Schedule A to Bylaw 8214 District of North Vancouver 2017-2021 Consolidated Financial Plan (\$000's)

	2016	2017 Fall	2018	2019	2020	2021
<b>Revenue</b>						
Taxation	\$ 94,706	\$ 98,335	\$ 101,534	\$ 104,947	\$ 108,462	\$ 112,081
Sales, Fees, and Other User Charges	83,547	86,258	87,759	90,519	93,170	95,908
Developer Contributions	6,541	19,631	11,446	34,093	36,890	20,732
Grants and Other Contributions	4,043	8,713	5,439	4,372	2,637	2,291
Investment Income	3,670	3,587	3,896	4,326	5,369	6,207
Penalties & Interest on Taxes	705	705	719	733	748	763
	193,212	217,229	210,793	238,990	247,276	237,982
<b>Proceeds from Debt</b>						
<b>Transfers In from:</b>						
Operating Reserves & Surplus	6,901	7,982	1,323	407	540	238
Capital Committed Funds	19,512	408				
Reserve Funds	26,872	47,708	64,382	58,574	36,450	39,355
	53,285	56,098	\$ 65,705	\$ 58,981	\$ 36,990	\$ 39,593
<b>Source of Funds</b>	<b>\$ 246,497</b>	<b>\$ 273,327</b>	<b>\$ 276,498</b>	<b>\$ 297,971</b>	<b>\$ 284,266</b>	<b>\$ 277,575</b>
<b>Operating Expenditures</b>						
Community Services	\$ 34,122	\$ 36,062	\$ 35,906	\$ 36,531	\$ 37,719	\$ 38,931
Planning and Development	9,987	10,795	10,496	10,560	10,719	10,881
Transportation and Engineering	7,589	8,260	7,807	7,990	8,142	8,293
Protective Services	39,839	40,520	41,548	42,578	43,430	44,300
Utilities	40,174	42,160	44,357	46,991	49,979	51,428
Governance and Admin	15,700	15,206	13,243	14,155	14,698	15,645
	147,411	153,003	153,357	158,805	164,687	169,478
<b>Capital Expenditures</b>	72,244	57,293	68,264	61,249	37,795	39,948
<b>Debt Service</b>	5,267	4,206	3,982	2,927	2,927	2,927
<b>Transfers Out to:</b>						
Operating Reserves & Surplus	185	837	640	606	599	607
Reserve Funds	21,390	57,988	50,255	74,384	78,258	64,615
	21,575	58,825	50,895	74,990	78,857	65,222
<b>Use of Funds</b>	<b>\$ 246,497</b>	<b>\$ 273,327</b>	<b>\$ 276,498</b>	<b>\$ 297,971</b>	<b>\$ 284,266</b>	<b>\$ 277,575</b>



## Schedule 2 to Bylaw 8253

## Schedule C to Bylaw 8214 Reserve Fund Appropriations

	LAND	RENEWAL		UPGRADE / EXPAND			UTILITIES			Total
	Land Opportunity	Infrastructure	Equipment Replacement	New Capital & Innovation & Other	Local Improvement & Public Art	Development (DCC's, CAC's) <sup>(1)</sup>	Recycling & Solid Waste	Water	Sewer & Drainage	
<b>2017 Opening Balance</b>	<b>\$ 3,260,276</b>	<b>\$ 21,646,617</b>	<b>\$ 10,815,822</b>	<b>\$ 5,062,714</b>	<b>\$ 4,243,915</b>	<b>\$ 22,621,014</b>	<b>\$ 858,366</b>	<b>\$ 6,899,624</b>	<b>\$ 12,809,583</b>	<b>\$ 88,217,932</b>
<b>Appropriations:</b>										
Mountain Highway Underpass	1,728,060									1,728,060
Strategic Land Acquisition	200,000									200,000
Infrastructure Renewal										
- Community Services		3,776,393								3,776,393
- Governance & Admin		1,817,312								1,817,312
- Planning & Development (Lynn Valley Village)		819,099								819,099
- Protective Services (incl. Maplewood Fire Facility)		2,523,632								2,523,632
- Transportation		5,132,840								5,132,840
Debt Principal		1,006,282								1,006,282
Delbrook Stabilization			126,476							126,476
Fire Equipment			451,700							451,700
General Equipment			1,519,000							1,519,000
Golf Facilities Equipment			169,200							169,200
ITS Applications & Equipment		1,000,853	583,000							1,583,853
Recreation Equipment			273,000							273,000
Active Transportation		475,000		425,000		100,000				1,000,000
Braemar/ Fromme Parking Lot				399,500		(CAC - Spint Trail)				399,500
Community Facility Upgrades				130,000						130,000
Facilities and Energy Projects		1,559,234		475,000						2,034,234
Intake Road Design & Construction		160,000								160,000
Inter River Artificial Turf Field - Design		200,000								200,000
Karen Magnussen Energy Retrofit				75,000						75,000
Kirkstone Artificial Turf Field		122,500		602,500						725,000
Lane Millings		62,500		62,500						125,000
New Delbrook Community Centre		1,280,500							219,500	1,500,000
Ron Andrews Energy Retrofit				250,000						250,000
Seylynn Development - Airspace Parcel				1,500,000						1,500,000
Street Light (LED)		235,000		235,000						470,000
WiFi & Technology Expansion		72,500		40,000						112,500
Local Improvement Program					67,500					67,500
Public Art Renewal					50,000					50,000
Drainage (DCC)						1,134,680			4,012,420	5,147,100
Parks (DCC)						2,625,000				2,625,000
Sewer (DCC)						375,720			1,686,880	2,062,600
Water (DCC)						1,119,773		5,102,427		6,222,200
Cap West Development - Sanitary Line						181,000				181,000
Inter River Retaining Wall						145,230		199,054	130,716	475,000
MSP Multi-Use Path (CAC)						25,000				25,000
Lions Gate Community Centre (CAC)						250,000				250,000
Lynn Creek Community Centre (CAC)		62,000				138,000				200,000
Residential Carts - Acquisition and Recycling Old Carts							470,000			470,000
Solid Waste Compacting Containers							125,000			125,000
<b>Subtotal - Appropriations from Reserves</b>	<b>1,928,060</b>	<b>20,305,645</b>	<b>3,122,376</b>	<b>4,194,500</b>	<b>117,500</b>	<b>6,094,403</b>	<b>595,000</b>	<b>5,301,481</b>	<b>6,049,516</b>	<b>47,708,481</b>
<b>Contributions including interest</b>	<b>43,035</b>	<b>17,805,518</b>	<b>2,185,422</b>	<b>2,394,097</b>	<b>80,932</b>	<b>20,056,088</b>	<b>1,322,570</b>	<b>5,342,883</b>	<b>8,757,574</b>	<b>57,988,119</b>
<b>2017 Closing Balance</b>	<b>\$ 1,375,251</b>	<b>\$ 19,146,490</b>	<b>\$ 9,878,868</b>	<b>\$ 3,262,311</b>	<b>\$ 4,207,347</b>	<b>\$ 36,582,699</b>	<b>\$ 1,585,936</b>	<b>\$ 6,941,026</b>	<b>\$ 15,517,641</b>	<b>\$ 98,497,570</b>

Note 1) The Keith Road Bridge Upgrade Project has been funded on an interim basis from the Infrastructure Reserve. The Development Reserve will repay its proportionate share of ~\$3.11 million for this project when funds are available (projected 2018)

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



## The District of North Vancouver REPORT TO COUNCIL

November 23, 2017

File: 05.1780/Financial Plan 2017

**AUTHOR:** Rozy Jivraj, Section Manager, Financial Planning

**SUBJECT:** 2017-2021 Consolidated Financial Plan Amendment #2

### RECOMMENDATION:

THAT "2017 – 2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)" is given FIRST, SECOND, and THIRD Readings.

### REASON FOR REPORT:

Since the adoption of the 2017-2021 Financial Plan on February 6, 2017 and subsequently the Financial Plan Amendment #1 on June 12, 2017, a number of changes have occurred that must be formally adopted through a subsequent Financial Plan Amendment. To meet the requirements of the Community Charter, these changes are recommended for adoption by Council.

### SUMMARY:

Since the adoption of Financial Plan Amendment #1 on June 12, 2017, Council has supported changes through resolution and direction to amend the Financial Plan. Capital expenditure changes since June 12, 2017 total \$1.4 million and operating cost changes total \$356k. A number of housekeeping items are included in this amendment and relate to timing, reallocations, and the use of surplus and reserves for authorized adjustments.

### BACKGROUND:

On February 6, 2017, Council adopted the 2017-2021 Consolidated Financial Plan Approval Bylaw 8214. The 2017-2021 Financial Plan includes the Operating and Capital Plans, highlights of the work program, and the tax increase for 2017. Subsequently Council adopted Financial Plan Amendment #1 on June 12, 2017. Changes occurring since then also require adoption through a Financial Plan Amendment.

**EXISTING POLICY:**

Section 173 (2) of the Community Charter states that "a municipality may make an expenditure that is included in that year of its financial plan, so long as the expenditure is not expressly prohibited by or under this or another act". Section 173 (3) of the Community Charter adds "A municipality may make an expenditure for an emergency that was not contemplated for that year in its financial plan, so long as the expenditure is not expressly prohibited by or under this or another Act", and under 173 (4b) "If an expenditure is made under that subsection, as soon as practicable, the council must amend the financial plan to include the expenditure and the funding source for the expenditure".

**ANALYSIS:**

This amendment includes adjustments to existing projects, new projects and initiatives and changes to cost sharing agreements.

Consistent with prior years, housekeeping items (i.e. reallocations, reclassifications between funds, privately funded infrastructure, and use of surplus and reserves for authorized adjustments) are summarized and included in the Financial Plan Amendment Bylaw 8253.

**Summary of Changes – Capital Plan:**

Since June 12, 2017, Council supported changes to capital expenditures through resolution and direction to amend the Financial Plan. The key changes are summarized in Table A and noted below:

1. **Residential Cart Purchases and Compacting Containers**  
Council directed staff to provide a second organic cart to residents if they request. The cart roll out project was approved in 2016 for \$5 million. Included in this amendment are the costs to purchase additional carts for \$270k as well as compacting garbage containers and 3-stream recycling containers for \$125k. The total cost of \$395k will be funded from the Solid Waste & Recycling Reserve.
2. **Active Transportation**  
The Active Transportation program (known internally as MPOC) will receive contributions from ICBC and TransLink totalling \$98.5k. The budget approved since the program started last year was \$900k. The additional funds are intended for Mountain Highway & 15th St pedestrian crossing, Braemar pedestrian crossing, Ross Road sidewalk, and UPS installation.
3. **Lynn Headwaters Intake Road**  
Council directed staff to proceed with the stabilization of the Lynn Headwaters Intake Road for \$675k and amend the Financial Plan accordingly. The project was originally planned over two years. The \$475k brought forward from 2018 will be funded \$315k from protective reserve for the risk mitigation portion and \$160k from infrastructure reserve.

4. Inter River Portable Washroom  
\$46k funded by prior year project surplus will be used to purchase the leased portable washroom at Inter River. The timing of the washroom construction is not yet determined.
5. MRN LED Lighting  
The scope of work for LED replacement in MRN roads has expanded and the additional \$50k will be funded by TransLink. \$80k was previously approved in the Financial Plan Amendment #1 on June 12, 2017.
6. Climate Change and Asset Management Network Project  
The project initially updates the Asset Management Policy to incorporate the impacts of climate change and then shifts to develop an in-house GIS-based storm water Asset Management System that also includes climate change considerations. The project cost is \$217k funded through a grant of \$174k with the balance contributed from the District's capital project surplus.

**TABLE A** (in \$000s)

<b>Major Capital Projects</b>	<b>Total Project Cost</b>	<b>Funding Already Approved</b>	<b>2017 Fall Amendment</b>
<u><i>With Council Resolution</i></u>			
Residential Carts	5,252	4,982	270
Active Transportation Program	999	900	99
Lynn Headwaters Intake Road	675	200	475
<u><i>Resolution through Financial Plan</i></u>			
Inter River Portable Washroom	46	-	46
MRN LED Lighting	130	80	50
Garbage Compacting Containers	125	-	125
Climate and Asset Management Network	217	-	217
			<b>1,282</b>



**Summary of Changes – Operating Plan:**

Since June 12, 2017, Council supported changes to the Operating Plan through resolution and direction to amend the Financial Plan. The changes are summarized in Table B with the major changes highlighted below:

1. **DNV Community Energy Emission Plan**  
This project will increase community resilience to climate change and rising energy costs. This has been approved by the Federation of Canadian Municipalities in partnership with Vancouver Coastal Health and BC Hydro for a total cost of \$184k over two years (2017: \$92k). All consultation and part of the direct staffing costs will be grant funded with the District providing in kind resources. Completion is anticipated in June 2018.
2. **E-Comm Radio Upgrade**  
An upgrade was required to ensure ongoing compatibility and functionality with the new E-Comm network. Additional radios and equipment address service gaps. The incremental cost over the 7.5 year contract term is \$298k. For 2017, the cost increase is \$25k and will be funded through the protective reserve.
3. **Lynn Headwaters Intake Road - Parking Study**  
Council directed staff to proceed with the stabilization of the Lynn Headwaters Intake Road as noted in the Capital Plan section above. Included is a parking study to be conducted in the summer of 2017 for \$25k funded from surplus.
4. **Residential Carts - Collection & Recycling Old Carts**  
Council directed staff to provide a second organic cart to residents if they request as noted in the Capital Plan section above. As part of this roll out, old carts will need to be collected and recycled at a cost of \$200k. This will be funded by the Solid Waste & Recycling Reserve.
5. **Major Developer Funding**  
During the year, the District collected standard development fees of \$271k from Acciona for the liquid wastewater treatment plan and \$75k from Bosa for the Lynn valley underpass. These revenues have been contributed to the development reserve to be accessed in the future as needed.

**Table 8**

Use of Funds (\$000's)	2017		
	Change	Amended #1	Amendment #2
<u>Expenditures</u>			
Capital			
Major Projects	1,282	-	1,282
Housekeeping <sup>(1)</sup>	82	55,929	56,011
	1,364	55,929	57,293
Operating			
Planning and Development	92		92
Protective Services	25		25
Transportation & Engineering	25		25
Utility Services	200		200
Housekeeping <sup>(1)</sup>	14	152,647	152,661
	356	152,647	153,003
Total Expenditures	1,720	208,576	210,296
Debt Service	-	4,206	4,206
<u>Transfers To</u>			
Operating Reserves & Surplus	346	491	837
Other Reserves	-	57,988	57,988
	346	58,479	58,825
<b>Total</b>	<b>2,066</b>	<b>271,261</b>	<b>273,327</b>
NOTE 1: Housekeeping changes include reallocations, reclassifications between funds, privately funded infrastructure, and use of surplus and reserves for authorized adjustments			

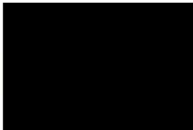
**Timing/Approval Process:**

The Financial Plan must be amended for spending authority to be in place for related expenditures prior to year-end.

**Financial Impacts:**

See attached report

Respectfully submitted,



Rozy Jivraj, CPA, CA  
Section Manager, Financial Planning

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
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<input type="checkbox"/> Facilities	<input type="checkbox"/> GIS	<input type="checkbox"/> Other:
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Real Estate	

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

**Bylaw 8253**

A bylaw to amend the 2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017

---

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

**1. Citation**

This bylaw may be cited as "2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017, Amendment Bylaw 8253, 2017 (Amendment 2)".

**2. Amendments**

2.1 2017-2021 Consolidated Financial Plan Approval Bylaw 8214, 2017 is amended as follows:

- a. Schedule A to Bylaw 8214 is deleted in its entirety and is replaced with the new *Schedule A to Bylaw 8214 District of North Vancouver 2017-2021 Consolidated Financial Plan* as shown in Schedule 1 of this bylaw.
- b. Schedule C to Bylaw 8214 is deleted in its entirety and is replaced with the new *Schedule C to Bylaw 8214 Reserve Fund Appropriations* as shown in Schedule 2 of this bylaw.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule 1 to Bylaw 8253

### Schedule A to Bylaw 8214 District of North Vancouver 2017-2021 Consolidated Financial Plan (\$000's)

	2016	2017 Fall	2018	2019	2020	2021
<b>Revenue</b>						
Taxation	\$ 94,706	\$ 98,335	\$ 101,534	\$ 104,947	\$ 108,462	\$ 112,081
Sales, Fees, and Other User Charges	83,547	86,258	87,759	90,519	93,170	95,908
Developer Contributions	6,541	19,831	11,446	34,093	36,890	20,732
Grants and Other Contributions	4,043	6,713	5,439	4,372	2,637	2,291
Investment Income	3,670	3,587	3,896	4,326	5,369	6,207
Penalties & Interest on Taxes	705	706	719	733	748	763
	193,212	217,229	210,793	238,990	247,276	237,982
<b>Proceeds from Debt</b>	-	-	-	-	-	-
<b>Transfers In from:</b>						
Operating Reserves & Surplus	6,901	7,982	1,323	407	540	238
Capital Committed Funds	19,512	408	-	-	-	-
Reserve Funds	26,872	47,708	64,382	58,574	36,450	39,355
	53,285	56,098	65,705	58,981	36,990	39,593
<b>Source of Funds</b>	<b>\$ 246,497</b>	<b>\$ 273,327</b>	<b>\$ 276,498</b>	<b>\$ 297,971</b>	<b>\$ 284,266</b>	<b>\$ 277,575</b>
<b>Operating Expenditures</b>						
Community Services	\$ 34,122	\$ 36,062	\$ 35,906	\$ 36,531	\$ 37,719	\$ 38,931
Planning and Development	9,987	10,795	10,496	10,560	10,719	10,881
Transportation and Engineering	7,589	8,290	7,807	7,990	8,142	8,293
Protective Services	39,839	40,520	41,548	42,578	43,430	44,300
Utilities	40,174	42,160	44,357	46,991	49,979	51,428
Governance and Admin	15,700	15,206	13,243	14,155	14,698	15,645
	147,411	153,003	153,357	158,805	164,687	169,478
<b>Capital Expenditures</b>	72,244	57,293	68,264	61,249	37,795	39,948
<b>Debt Service</b>	5,267	4,206	3,982	2,927	2,927	2,927
<b>Transfers Out to:</b>						
Operating Reserves & Surplus	185	837	640	606	599	607
Reserve Funds	21,390	57,988	50,255	74,384	78,258	64,615
	21,575	58,825	50,895	74,990	78,857	65,222
<b>Use of Funds</b>	<b>\$ 246,497</b>	<b>\$ 273,327</b>	<b>\$ 276,498</b>	<b>\$ 297,971</b>	<b>\$ 284,266</b>	<b>\$ 277,575</b>



## Schedule 2 to Bylaw 8253

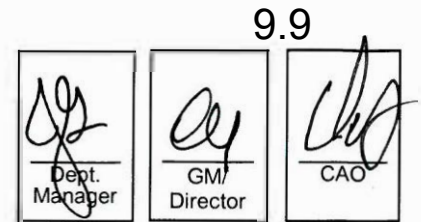
### Schedule C to Bylaw 8214 Reserve Fund Appropriations

	LAND	RENEWAL		UPGRADE / EXPAND			UTILITIES			Total
	Land Opportunity	Infrastructure	Equipment Replacement	New Capital & Innovation & Other	Local Improvement & Public Art	Development (DCC's, CAC's) (1)	Recycling & Solid Waste	Water	Sewer & Drainage	
<b>2017 Opening Balance</b>	<b>\$ 3,260,276</b>	<b>\$ 21,646,617</b>	<b>\$ 10,815,822</b>	<b>\$ 5,062,714</b>	<b>\$ 4,243,915</b>	<b>\$ 22,621,014</b>	<b>\$ 858,366</b>	<b>\$ 8,899,624</b>	<b>\$ 12,809,583</b>	<b>\$ 88,217,932</b>
<b>Appropriations:</b>										
Mountain Highway Underpass	1,728,060									1,728,060
Strategic Land Acquisition	200,000									200,000
Infrastructure Renewal										
- Community Services		3,776,393								3,776,393
- Governance & Admin		1,817,312								1,817,312
- Planning & Development (Lynn Valley Village)		819,099								819,099
- Protective Services (incl. Maplewood Fire Facility)		2,523,632								2,523,632
- Transportation		5,132,840								5,132,840
Debt Principal		1,006,282								1,006,282
Delbrook Stabilization			126,476							126,476
Fire Equipment			451,700							451,700
General Equipment			1,519,000							1,519,000
Golf Facilities Equipment			169,200							169,200
ITS Applications & Equipment		1,000,853	583,000							1,583,853
Recreation Equipment			273,000							273,000
Active Transportation		475,000		425,000		100,000				1,000,000
Braemar/ Fromme Parking Lot				399,500		(CAC - Spill Trail)				399,500
Community Facility Upgrades				130,000						130,000
Facilities and Energy Projects		1,559,234		475,000						2,034,234
Intake Road Design & Construction		160,000								160,000
Inter River Artificial Turf Field - Design		200,000								200,000
Karen Magnussen Energy Retrofit				75,000						75,000
Kirkstone Artificial Turf Field		122,500		602,500						725,000
Lane Millings		62,500		62,500						125,000
New Delbrook Community Centre		1,280,500							219,500	1,500,000
Ron Andrews Energy Retrofit				250,000						250,000
Seyllyn Development - Airspace Parcel				1,500,000						1,500,000
Street Light (LED)		235,000		235,000						470,000
WiFi & Technology Expansion		72,500		40,000						112,500
Local Improvement Program					67,500					67,500
Public Art Renewal					50,000					50,000
Drainage (DCC)						1,134,680			4,012,420	5,147,100
Parks (DCC)						2,625,000				2,625,000
Sewer (DCC)						375,720			1,686,880	2,062,600
Water (DCC)						1,119,773		5,102,427		6,222,200
CapWest Development - Sanitary Line						181,000				181,000
Inter River Retaining Wall						145,230		199,054	130,716	475,000
MSP Multi-Use Path (CAC)						25,000				25,000
Lions Gate Community Centre (CAC)						250,000				250,000
Lynn Creek Community Centre (CAC)		62,000				138,000				200,000
Residential Carts - Acquisition and Recycling Old Carts							470,000			470,000
Solid Waste Compacting Containers							125,000			125,000
<b>Subtotal - Appropriations from Reserves</b>	<b>1,928,060</b>	<b>20,305,645</b>	<b>3,122,376</b>	<b>4,194,500</b>	<b>117,500</b>	<b>6,094,403</b>	<b>595,000</b>	<b>5,301,481</b>	<b>6,049,516</b>	<b>47,708,481</b>
<b>Contributions including Interest</b>	<b>43,035</b>	<b>17,805,518</b>	<b>2,185,422</b>	<b>2,394,097</b>	<b>80,932</b>	<b>20,056,088</b>	<b>1,322,570</b>	<b>5,342,883</b>	<b>8,757,574</b>	<b>57,988,119</b>
<b>2017 Closing Balance</b>	<b>\$ 1,375,251</b>	<b>\$ 19,148,490</b>	<b>\$ 9,878,868</b>	<b>\$ 3,262,311</b>	<b>\$ 4,207,347</b>	<b>\$ 36,582,699</b>	<b>\$ 1,585,936</b>	<b>\$ 6,941,026</b>	<b>\$ 15,517,641</b>	<b>\$ 98,497,570</b>

Note 1) The Keith Road Bridge Upgrade Project has been funded on an interim basis from the Infrastructure Reserve. The DCC Road Reserve will repay its proportionate share of ~\$3.11 mill on for this project when funds are available (projected 2018)

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

December 5, 2017  
File: 09.3900.01

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

**SUBJECT:** Bylaw 8271: Construction Bylaw 8271, 2017,  
Bylaw 8272: Radio Amplification Bylaw 8272, 2017,  
Bylaw 8273: District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273),  
Bylaw 8274: Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw  
8274, 2017 (Amendment 32)

---

**RECOMMENDATION:**

THAT "Construction Bylaw 8271, 2017" is ADOPTED;

AND THAT "Radio Amplification Bylaw 8272, 2017" is ADOPTED;

AND THAT "District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273)" is ADOPTED;

AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8274, 2017 (Amendment 32)" is ADOPTED.

**REASON FOR REPORT:**

Bylaw 8271, 8272 and 8274 received First, Second and Third Readings on November 6, 2017. Third Reading of Bylaw 8272 was rescinded and given Third Reading as amended on December 4, 2017.

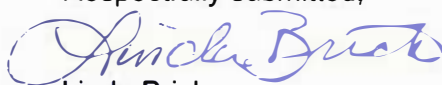
Bylaw 8273 received First Reading on November 6, 2017. A Public Hearing for Bylaw 8273 was held and closed on November 21, 2017. Bylaw 8273 received Second and Third Readings on December 4, 2017.

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

**Options:**

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

Respectfully submitted,

  
Linda Brick  
Deputy Municipal Clerk

**SUBJECT: Bylaw 8271: Construction Bylaw 8271, 2017,  
Bylaw 8272: Radio Amplification Bylaw 8272, 2017,  
Bylaw 8273: District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273),  
Bylaw 8274: Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw  
8274, 2017 (Amendment 32)**

December 5, 2017

Page 2

**Attachments:**

- Bylaw 8271 - Construction Bylaw 8271, 2017
- Bylaw 8272 - Radio Amplification Bylaw 8272, 2017
- Bylaw 8273 - District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273)
- Bylaw 8274 - Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8274, 2017 (Amendment 32)
- Public Hearing Minutes – November 21, 2017
- Staff report dated November 23, 2017 re: Bylaw 8272
- Staff report dated November 23, 2017 re: Bylaw 8273

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



# **DISTRICT OF NORTH VANCOUVER**

## **CONSTRUCTION BYLAW 8271, 2017**



# The Corporation of the District of North Vancouver

## Bylaw 8271

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# The Corporation of the District of North Vancouver

## Bylaw 8271

A bylaw for the Administration and Enforcement of the *Building Code*

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WHEREAS the Province of British Columbia has enacted the British Columbia *Building Code* to govern standards in respect of the *construction*, alteration, repair and demolition of *buildings* and *structures* in municipalities and regional districts in the Province;

AND WHEREAS the Province by enactment has authorized the Council to regulate the *construction*, alteration, repair or demolition of *buildings* and *structures* by bylaw for the general public interest and the health, safety and protection of persons, property and the environment;

NOW THEREFORE the Council of the District of North Vancouver, in open meeting assembled, enacts as follows:

### PART 1 INTERPRETATION

#### Citation

- 1.1 This bylaw may be cited as “**CONSTRUCTION BYLAW 8271, 2017**”.

#### Definitions

- 1.2 In the absence of specific definition in section 1.4, the words used in this bylaw have the meaning, if any, given to them by definition in the *Community Charter*, S.B.C. 2003 c. 26, as amended or replaced.
- 1.3 In this bylaw the following words and terms have the meanings set out in Section 1.4.1.2 of the *Building Code* as of the date of the adoption of this bylaw: *assembly, building, building area, building height, business and personal services occupancy, care occupancy, constructor, coordinating registered professional, detention occupancy, excavation, field review, firewall, high hazard industrial occupancy, industrial occupancy, low hazard industrial occupancy, major occupancy, medium hazard industrial occupancy, mercantile occupancy, occupancy, private sewage disposal system, registered professional, residential occupancy and unsafe condition*.
- 1.4 In this bylaw:
- addition* means any *alteration* to a *building* which will increase the total aggregate floor area or the *building height*;
- alteration* means any change, repair or modification of the *construction* or arrangement of any *building* or *structure* or to an *occupancy* regulated by this bylaw;



*Approving Officer* means the person appointed by the *Council* as the Approving Officer under the *Land Title Act* and includes his or her deputy;

*architect* means a person who is a member in good standing of The Architectural Institute of British Columbia pursuant to the *Architects Act*, RSBC 1996, c. 17, as amended or replaced from time to time;

*assessed value* means the value of the property determined by the BC Assessment Authority pursuant to the *Assessment Act*, RSBC 1996, c. 20, as amended or replaced from time to time;

*Building Code* means the current edition of the *British Columbia Building Code* as adopted by the Minister responsible under provincial legislation, as amended or replaced from time to time;

*building official* means the *Chief Building Official* and the building inspectors, plan checkers, plumbing inspectors, mechanical inspectors and electrical inspectors designated or appointed by the *District*;

*building permit* means a *permit* issued under Parts 5, 8, 9 or 10 of this bylaw;

*building review* means an audit check by a *building official* of representative elements of a *building* or *structure* prior to or under *construction* for the purposes of the *health and safety aspect of the work*;

*bylaw enforcement officer* means the person(s) appointed by the *District* whose duties include enforcing and carrying out the provisions of this bylaw;

*Chief Building Official* means the Manager Development Services or a person designated in writing by the Manager Development Services to act in his/her place and is the “building inspector” under the *Community Charter*;

*Community Charter* means the *Community Charter*, SBC 2003, c. 26, as amended or replaced from time to time;

*complex building* means:

- (a) all *buildings* used for *major occupancies* classified as:
  - (i) *assembly occupancies*,
  - (ii) *care or detention occupancies*, or
  - (iii) *high hazard industrial occupancies*, or
- (b) all *buildings* exceeding 600 square meters in *building area* or exceeding three storeys in *building height* used for *major occupancies* classified as:

- (i) *residential occupancies,*
- (ii) *business and personal services occupancies,*
- (iii) *mercantile occupancies, or*
- (iv) *medium and low hazard industrial occupancies;*

*construct* or *construction* includes build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate or shore;

*Council* means the elected council of the *District*;

*demolition permit* means a *permit* authorizing the demolition of a *building* subject to the terms and conditions specified in sections 4.39 of this bylaw;

*designer* means the *person* responsible for design and, unless the requirement is waived under an enforcement policy of the Council, if required under this bylaw or the *Building Code* must be an *architect* or *engineer*;

*development permit* means a permit for development in an area designated as a development permit area by the *District's* Official Community Plan Bylaw 7900;

*development permit area* means an area designated as a development permit area by the *District's* Official Community Plan Bylaw 7900;

*District* means the Corporation of the District of North Vancouver;

*Do Not Occupy Notice* means a notice posted by a *building official* pursuant to section 4.69;

*Electrical Code* means the B.C. Electrical Code as defined in the *Electrical Safety Regulation*;

*electrical permit* means a *permit* issued under Part 13 of this bylaw;

*Electrical Safety Regulation* means the *Electrical Safety Regulation* (BC Reg. 104/2004) under the *Safety Standards Act*, as amended or replaced from time to time;

*electrical work* has the meaning prescribed in the *Electrical Safety Regulation*;

*Energy Step Code* means the British Columbia Energy Step Code established by the *Building Code* and as amended or replaced from time to time;

*engineer* means a person who is a professional engineer and/or geoscientist and member in good standing of The Association of Professional Engineers and Geoscientists of the Province of British Columbia pursuant to the *Engineers and Geoscientists Act*, RSBC 1996, c. 116, as amended or replaced from time to time;

*Environmental Protection and Preservation Bylaw* means the District's Environmental Protection and Preservation Bylaw No. 6515;

*environmental protection officer* means the person designated or appointed to that position by the *District* and includes a person designated in writing by the environmental protection officer to act in his/her place;

*field safety representative* has the meaning prescribed in the *Safety Standards General Regulation* (BC Reg. 105/2004) under the *Safety Standards Act*, as amended or replaced from time to time;

*Gas Safety Regulation* means the *Gas Safety Regulation* (BC Reg. 103/2004) under the *Safety Standards Act*, as amended or replaced from time to time;

*gas work* means regulated work in respect of gas equipment or a gas system for which the *District* is entitled to issue a *permit* under this bylaw and under the *Gas Safety Regulation*;

*health and safety aspects of the work* means design and construction regulated by Parts 3, 4, 7, 8, 9 and 10, of the building code;

*heating system* includes forced air duct and hydronic piping distribution systems;

*Homeowner Protection Act* means the *Homeowner Protection Act*, SBC 1998, c. 31, as amended or replaced from time to time;

*licensed gas contractor* has the meaning prescribed in the *Gas Safety Regulation*;

*Local Government Act* means the *Local Government Act*, RSC 2015, c. 1, as amended or replaced from time to time;

*Master Requirements List* means the *District's* list of requirements for the information, forms, and plans to be included in an application for a *permit* provided by the Building Department of the *District* and/or available on the *District's* website;

*mechanical permit* means a *permit* issued under Part 12 of this bylaw and includes an installation permit under the *Gas Safety Regulation*;

*mechanical work* includes work on *plumbing* and *heating systems* and any other work for which a *mechanical permit* is required under this bylaw and includes *gas work*, but does not include any mechanical work that is not specifically regulated under the *Building Code*;

*Municipal Solicitor* means the person designated or appointed to that position by the *District* and any person named by the *Council* to act in place of the *Municipal Solicitor*;

*Natural Gas and Propane Code* means the B.C. Natural Gas and Propane Code as defined in the *Gas Safety Regulation*;

*occupancy permit* means an occupancy permit issued by the *District* under section 5.29 to 5.30 of this bylaw;

*owner* means the person who is the *owner* as defined in the *Building Code* or an agent of that person;

*permit* means a permit under this bylaw, including a *building permit*, *electrical permit*, *mechanical permit* or *occupancy permit*;

*plumbing* includes all or any part of a drainage system, venting system, sanitary sewage system or water system, and includes fire sprinklers;

*pool* means a *structure* or depression used or intended to be used for swimming, bathing, wading or diving which is designed to contain water and has a depth exceeding 0.5 m;

*professional design* means the plans and supporting documents bearing the date, seal or stamp, and signature of a *registered professional*;

*project* means any construction operation for which a *permit* is required under this bylaw;

*qualified person* has the meaning prescribed in section 20.112(1) of the *Occupation Health and Safety Regulation*, BC Reg 296/97, as amended or replaced from time to time;

*registered professional* means an *architect* or an *engineer*;

*retaining wall* means a wall, or a series of walls, constructed for the purpose of supporting or confining earth, water or other material and restraining it from moving, which:

- (a) exceeds 1.22 m (4 ft) in height above the lesser of natural or finished grade; or
- (b) in the case of a series of walls, if any of the walls extend above a line commencing 1.22 metres above the lesser of natural or finished grade at the base of any of the walls and projected at an angle of one linear unit vertically to one unit horizontally;

*Safety Standards Act* means the *Safety Standards Act*, SBC 2003, c. 39, as amended or replaced from time to time;

*security deposit* means the amount to be deposited with District in accordance with section 5.7;

*Servicing Agreement* has the meaning prescribed in the Development Servicing Bylaw;

*simple building* means a *building* of three storeys or less in *building height*, having a *building area* not exceeding 600 square meters and used for *major occupancies* classified as:

- (a) *residential occupancies*;
- (b) *business and personal services occupancies*;
- (c) *mercantile occupancies*; or
- (d) *medium and low hazard industrial occupancies*;

*Stop Work Order Notice* means the notice in a form prescribed by the *Chief Building Official* directing that work be immediately suspended pursuant to section 4.63 or 4.64;

*structure* means any construction or portion thereof of any kind, whether fixed to, supported by, or sunk into land or water;

*temporary building* includes a sales office, construction office or a *structure* in which tools are stored during construction of a *building* or other *structure*;

*Tree Protection Bylaw* means the District's Tree Protection Bylaw No. 7671;

*value of the work* means the amount calculated as follows:

- (a) for construction of a *building* containing a *residential occupancy* that is served by only one stove, or two stoves if permitted as an auxiliary and secondary *residential occupancy*, the greater of:
  - (i) the declared value of the work, or
  - (ii) the value calculated using Schedule A; or
- (b) for all other construction, the greater of:
  - (i) the declared value of the work, or
  - (ii) the value calculated using a method stipulated in the "Marshall Valuation Service" or "RS Means".

*Zoning Bylaw* means the *District's* Zoning Bylaw No. 3210.

## **Administrative Directions**

- 1.5 Words defining the authority of a *building official* are to be construed as internal administrative directions and not as creating a duty on a *building official*.

## **Abbreviations**

- 1.6 The abbreviations of words and phrases in this bylaw have the meanings assigned to them by the *Building Code*.

## **PART 2 PURPOSE OF BYLAW**

- 2.1 This bylaw is enacted for the purpose of regulating construction within the District of North Vancouver in the general public interest. The activities undertaken by or on behalf of the *District* under this bylaw are for the sole purpose of providing a limited and interim spot checking function for reasons of the health, safety and protection of persons, property and the environment. This bylaw and the acceptance or review of plans, drawings, specifications and supporting documents, *building reviews* or inspections made by or on behalf of the *District* do not:
- 2.1.1 constitute a representation, warranty, assurance or statement that any work undertaken pursuant to *permits* issued by the *District*:



- (a) is free from latent, or any, defects;
    - (b) complies with the *Building Code*, this bylaw or any other applicable standards or enactments; or
    - (c) meets any standards in respect of design, materials or workmanship;
  - 2.1.2 in any way relieve the *owner* or his or her representatives from full and sole responsibility to perform the work in strict accordance with the *Building Code*, the *Gas Safety Regulation*, the *Electrical Safety Regulation*, this bylaw, other *District* bylaws and any other applicable enactments respecting safety;
  - 2.1.3 protect *owners*, *owner/builders* or *constructors* from economic loss;
- and no person may rely on this bylaw or any of those acts as establishing compliance with the *Building Code*, this bylaw or any standard of construction.
- 2.2 This bylaw is to be interpreted in accordance with the purposes set out in section 2.1, notwithstanding any other provision in this bylaw.

### **PART 3            APPLICATION**

#### **Application**

- 3.1 Notwithstanding the issuance of a *permit* under this bylaw, an *owner* must comply with all applicable enactments, including the *Zoning Bylaw*, the *Environmental Protection and Preservation Bylaw*, the *Tree Protection Bylaw* and any applicable *development permit* area requirements.
- 3.2 This bylaw applies to:
  - 3.2.1 the design, *construction* and *occupancy* of new *buildings* and *structures*;
  - 3.2.2 the alteration, reconstruction, demolition, removal, relocation and *occupancy* of existing *buildings* and *structures*; and
  - 3.2.3 existing *buildings* and *structures* in the circumstances set out in sections 3.4 to 3.7.
- 3.3 This bylaw does not apply to:
  - 3.3.1 *buildings* and *structures* exempted by Part I of the *Building Code* except as expressly provided herein;
  - 3.3.2 a fence permitted to be *constructed* under the *Zoning Bylaw*, except as provided for in Part 8 - Pools;
  - 3.3.3 paving;
  - 3.3.4 a retaining *structure* that is not a *retaining wall*;

- 3.3.5 an accessory *building* with a floor area less than 10 square metres or a trellis, arbour or other such landscape feature on a parcel zoned for single family residential uses under the *Zoning Bylaw*;
- 3.3.6 non-structural repair and maintenance of lawfully-conforming *structures* on a parcel zoned for single-family residential use under the *Zoning Bylaw*;
- 3.3.7 the clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, or the replacement of tubs, showers, toilets, lavatories or sinks if the work does not involve or require the rearrangement of valves, pipes or fixtures or hot water tanks.
- 3.3.8 electrical work to which the *Electrical Safety Regulation* does not apply;
- 3.3.9 *gas work* to which the *Gas Safety Regulation* does not apply.

#### **Limited Application to Existing *Buildings***

- 3.4 If an application is made for a *building permit* to re-construct an existing *building* or a *structure* that is damaged or destroyed by fire, decay, storm, earthquake or otherwise to the extent of 150 percent or more of its assessed value of the improvements, as determined by the *building official*, then the entire *building* or *structure*, including those portions that are not damaged or destroyed, must comply with this bylaw and all other applicable District bylaws as if the entire *building* or *structure* were a new *building* or *structure*.
- 3.5 If an application is made for a *building permit* for an *addition* or *alteration* to an existing *building*, other than a single family residential *building*, the balance of the *building* must be upgraded to a level consistent with Schedule B.
- 3.6 If an *alteration* is made to an existing *building*:
  - 3.6.1 the *alteration* must comply with this bylaw and the *building code*; and
  - 3.6.2 the *building* must be upgraded to a level consistent with Schedule B.
- 3.7 If an *alteration* is limited to a suite intended for a Group A Division 2, D, E or F2 *occupancy* under the *Building Code* and if the *occupancy* load for that suite exceeds 60 persons, the suite area and its means of egress must be upgraded to a level consistent with Schedule B and:
  - 3.7.1 materials approved for one-hour fire resistive *construction* must be installed on the suite side of the suite separation, or
  - 3.7.2 the *building* must either have been *constructed* or upgraded to a level consistent with Schedule B within the last 20 years.

## PART 4

## ADMINISTRATION AND POWERS, ROLES AND RESPONSIBILITIES

### Local Safety Manager

- 4.1 The *Chief Building Official* is the local safety manager under the *Safety Standards Act* and associated regulations and has all of the powers of a local safety manager under said enactments.

### Powers

- 4.2 The *Chief Building Official* may:

- 4.2.1 administer this bylaw;
- 4.2.2 establish the form and content of application forms and other documents, plans or forms to be submitted as part of an application for a *permit*;
- 4.2.3 establish the form and content of the Master Requirements List;
- 4.2.4 establish the terms and conditions of obtaining and continuing to hold a *permit* pursuant to section 15 of the *Community Charter*;
- 4.2.5 issue and revoke *permits* under this bylaw;
- 4.2.6 withhold a *building permit* that conflicts with bylaws in preparation in accordance with section 463 of the *Local Government Act*;
- 4.2.7 require an applicant for a *building permit* to provide certification by a qualified professional that the plans submitted with the *permit* application, or specified aspects of those plans, comply with the *Building Code* and other applicable enactments respecting safety;
- 4.2.8 require an applicant for a *building permit* to establish whether a method or type of *construction* or material used in *construction* of a *building* or *structure* complies with the requirements of this bylaw and the *Building Code*;
- 4.2.9 direct that tests of materials, equipment, devices, *construction* methods, structural assemblies or foundations be carried out, or that sufficient evidence or proof be submitted by the *owner*, at the *owner's* expense, where such evidence or proof is necessary to determine whether the material, equipment, device, *construction* or foundation condition complies with this bylaw and the *Building Code*;
- 4.2.10 require an applicant for a *building permit* in relation to a *building* that was *constructed* prior to 1990 to provide a hazardous materials report and confirmation prepared by a *qualified person* in accordance with section 20.112 of the *Occupation Health and Safety Regulation*, BC Reg 296/97, as amended or replaced from time to time;
- 4.2.11 waive, in whole or in part, the requirements for a site plan, if the *building permit* is in relation to the repair or *alteration* of an existing *building* or *structure*;

- 4.2.12 waive the requirement for a *building review* under section 5.24 of this bylaw based on a risk-based analysis and evaluation of the performance history of the *constructor* carrying out the relevant work and the risk associated with the specific *building review* and provided that *building reviews* in respect of foundation and footing forms, framing or final *building review* may not be waived; and
  - 4.2.13 designate and alter the numbering of *buildings*.
- 4.3 The *Chief Building Official* may order the correction of any work that is being or has been done in contravention of this bylaw or any other bylaw of the *District* and, without limiting the generality of the foregoing, the *Chief Building Official* may order:
- 4.3.1 a *person* who contravenes any provision of this bylaw to comply with the provision and specify the time within which the work must be completed;
  - 4.3.2 an *owner* to have work inspected by a *building official* prior to covering;
  - 4.3.3 an *owner* to uncover any work that has been covered without *building review* contrary to this bylaw or an order issued by the *Chief Building Official*;
  - 4.3.4 a stop work order under sections 4.63 and 4.64;
  - 4.3.5 the removal of any *building*, *structure* or part of them *constructed* in contravention of a provision of this bylaw;
  - 4.3.6 the cessation of any *occupancy* in contravention of this bylaw;
  - 4.3.7 an *owner* to correct any unsafe conditions;
  - 4.3.8 an *owner* to correct any work that contravenes this bylaw, the *Building Code*, or any other *District* bylaws; and
  - 4.3.9 the removal of any unauthorized encroachment on *District* property.
- 4.4 Every person served with an order under section 4.3 must comply with the order within the time stated in the order.

## **Building Official**

- 4.5 A *building official*:
- 4.5.1 may enter any land, *building*, *structure* or premises in accordance with the provisions of section 16 of the *Community Charter* to ascertain whether the terms of this bylaw are being observed;
  - 4.5.2 may waive the requirement for a *building review* under section 5.24 of this bylaw based on a risk-based analysis and evaluation of the performance history of the person carrying out the relevant work and provided that *building reviews* in respect of foundation and footing forms, framing or final *building review* may not be waived;

## Permit Required

- 4.6 A *permit* is required for any work regulated under this bylaw.
- 4.7 Without limiting section 4.6, a person must not do any of the following unless a *building official* has issued a valid and subsisting *permit* for the work or unless the work is specifically excluded from the ambit of this bylaw under a provision of this bylaw:
- 4.7.1 *construct*, repair or alter a *building* or *structure*, including a *temporary building* or *structure*;
  - 4.7.2 change the use, *occupancy*, or both, of a *building* or *structure* or part of a *building* or *structure*;
  - 4.7.3 install or modify a commercial cooking facility or ventilation system used in a process producing grease laden vapours;
  - 4.7.4 install or modify a fire alarm system or fire sprinkler system;
  - 4.7.5 move a *building* or *structure*;
  - 4.7.6 demolish a *building* or *structure*;
  - 4.7.7 occupy a new *building* or *structure*;
  - 4.7.8 install, *construct*, repair or alter a masonry fireplace or a wood burning appliance or chimney, unless the works are encompassed by another valid *building permit*;
  - 4.7.9 install, alter or repair plumbing or heating systems or performing other *mechanical work*; or
  - 4.7.10 perform *electrical work*.
- 4.8 Applications for a *permit* must be submitted in the form specified by the *Chief Building Official* and be submitted together with the Building Permit Fee specified in the Fees and Charges Bylaw 6481 in accordance with section 16.1 of this bylaw.
- 4.9 The Building Permit Fee will increase as prescribed in the Fees and Charges Bylaw 6481 if, contrary to this bylaw, *construction* is commenced before the *Chief Building Official* has issued a *permit*.
- 4.10 A person must not submit false or misleading information in relation to a *permit*, an application for a *permit* or *construction* undertaken under this bylaw.
- 4.11 A person must not erase, alter or modify plans and supporting documents after the same have been reviewed by a *building official* and a person must not erase, alter or modify plans and supporting documents which have been filed for reference with a *building official* after the *permit* has been issued.



## Requirements of Permit

- 4.12 Every *owner* must comply with the requirements and conditions of this bylaw and any *permit* issued under this bylaw.

## Lapse of Application

- 4.13 A *permit* application lapses 180 days from the date on which a complete application is received, unless the *permit* has not been issued because of delays caused solely by the *District*.

## Expiration of Permit

- 4.14 A *permit* expires and the rights of the *owner* under the *permit* terminate if:
- 4.14.1 the work authorized by the *permit* is not commenced within 180 days from the date of issuance of the *permit*; or
  - 4.14.2 work is discontinued for a period of 180 days or more; or
  - 4.14.3 the work is not completed within two years of the date of issuance of the *permit*.

## Permit Extension

- 4.15 A *building official* may extend the period of time set out under section 4.14 by up to six months if:
- 4.15.1 the work authorized by the *permit* has not been commenced or has been delayed or discontinued due to adverse weather, strikes, material or labour shortages, other similar hardship beyond the *owner's* control or if the size and complexity of the *construction* warrants;
  - 4.15.2 an application for the extension is made within 30 days of the date of *permit* expiration; and
  - 4.15.3 the *owner* has paid the permit extension fee prescribed in the Fees and Charges Bylaw 6481.

## Refusal to Issue Permit

- 4.16 A *building official* may refuse to issue a *permit* where, in his or her opinion, the proposed work contravenes the *Building Code*, this bylaw or the provisions of any other bylaw of the *District*.

## Permit Revocation

- 4.17 The *Chief Building Official* may revoke a *permit* if:
- 4.17.1 there is a violation of:

- (a) a condition under which the *permit* was issued;
  - (b) a requirement of the *Building Code*, *Electrical Code*, *Natural Gas and Propane Code*, or the *Safety Standards Act* and associated regulations;
  - (c) a requirement or prohibition under this bylaw or another bylaw of the *District*;
- 4.17.2 the *permit* was issued in error or based on false information;
- 4.17.3 the applicant has failed to obtain any permit required under another *District* bylaw;  
or
- 4.17.4 a circumstance arises that creates a risk that was not known or did not exist at the time the *permit* was issued.

### **Permit Cancellation**

- 4.18 An *owner*, or his or her *agent*, may cancel a *permit* application by delivering written notification of cancellation to the *Chief Building Official*.
- 4.19 If the *owner*, or his or her *agent*, submits changes to an application after a *permit* has been issued and the changes, in the opinion of the *Chief Building Official*, substantially alter the scope of the work, design or intent of the application in respect of which the *permit* was issued, the *Chief Building Official* may cancel the *permit*.

### **Permit Transfers**

- 4.20 A *permit* or an application for a *permit* may not be transferred or assigned until the *owner* has notified the *Chief Building Official* in writing, the *owner* has paid the permit transfer fee prescribed in the Fees and Charges Bylaw 6481 and the *Chief Building Official* has authorized the transfer or assignment in writing. The transfer or assignment of a *permit* is not an extension of a *permit*.
- 4.21 Any *security* being held by the District in respect of a *permit* that has been transferred must either be returned to the person or entity that paid the *security deposit* or assigned to the transferee by way of an assignment agreement in a form satisfactory to the *Chief Building Official*.

### **Permit Correction**

- 4.22 The review of plans and supporting documents and issuance of a *permit* do not prevent the *Chief Building Official* from subsequently requiring the correction of errors in the said plans and supporting documents or from prohibiting work from being carried on pursuant to the *permit* or from prohibiting occupancy of a *building* where the plans, the supporting documents, the work or the *occupancy* are in violation of this or another bylaw.

## **Conformity to *Building Code***

- 4.23 The *Chief Building Official* may require the *owner* to establish whether a method or type of *construction* or material used in the *construction* of a *building* or *structure* complies with the requirements and provisions of this bylaw and the *Building Code*.

## **Alternate Solutions**

- 4.24 Alternate solutions will be considered by the *building official* in accordance with the provisions of the *Building Code*.

## **Tests**

- 4.25 The *Chief Building Official* may direct that tests of materials, equipment, devices, *construction* methods, structural assemblies or *foundations* be made and reports, documentation and evidence be provided, all at the expense of the *owner*, to determine whether the material, equipment, device, *construction* or *foundation* condition complies with this bylaw and the *Building Code*.

## **OWNER'S AND CONSTRUCTOR'S RESPONSIBILITIES**

### **Owner's Responsibility**

- 4.26 It is the full and sole responsibility of the *owner* (and where the *owner* is acting through a representative, the *owner's* representative) to carry out the work in respect of which the *permit* was issued in compliance with the *Building Code*, the *Electrical Code*, the *Natural Gas and Propane Code*, this bylaw and all other applicable enactments respecting safety.

### **Owner's Undertakings**

- 4.27 Despite the other provisions of this bylaw, the *Chief Building Official* may require as a condition of the issuance of a *permit* that the *owner* execute and submit to the *District* the *Owners' Responsibilities Form* in the form specified by the *Chief Building Official*.
- 4.28 Where the *Chief Building Official* determines that any work or excavation may directly, or indirectly, affect private property adjacent to the excavation site, the *owner* must provide:
- 4.28.1 an excavation and shoring plan, signed and sealed by a qualified professional; and/or
- 4.28.2 a report by a certified arborist,
- specifying measures to be taken to protect adjoining land, structures, walks, walls, services and trees.
- 4.29 Every *owner* to whom a *permit* is issued must:
- 4.29.1 not interfere with or obstruct the entry of a *building official* or other authorized official of the *District* onto or into any land, *building*, *structure* or premises at any reasonable time in order to administer and enforce this bylaw;

- 4.29.2 ensure that the *permit*, the designs, plans and specifications on which the issuance of the *permit* was based, all municipal inspection certificates, and all professional *field review* records are available at the site of the work with respect to which the *permit* was issued for the purpose of inspection by the *building official*;
- 4.29.3 ensure that the *permit* is posted conspicuously on the site of the work authorized by the *permit* during the entire execution of said work;
- 4.29.4 ensure that all work for which a *permit* is required is carried out in compliance with the *permit* and any supporting documents and with the *Building Code*, the *Electrical Code*, the *Natural Gas and Propane Code*, this bylaw, any other applicable bylaw of the *District*, the *Homeowner Protection Act*, *Safety Standards Act* and associated regulations and any other applicable enactments respecting safety;
- 4.29.5 not do any work that is at variance with the accepted designs, plans and specifications of a *building* or *structure* or of any other work for which a *permit* has been issued, unless that variance has been accepted in writing by a *building official*.
- 4.29.6 for any *building permit* that involves soil disturbance, excavation, or concrete works, ensure that sediment and erosion are managed on the site such that no material will enter any road, any neighbouring property or the *District* sewer system;
- 4.29.7 prior to commencing any *construction* under the *permit*, ensure that all catch basins capable of receiving surface run-off from the *construction* site are fitted with a catch basin specific design of sediment trap, which sediment traps must be maintained in accordance with the supplied manufacturer's specifications;
- 4.29.8 obtain all permits required under other *District* bylaws in relation to the proposed work;
- 4.29.9 pay the cost of repairs of any damage to public property or *District* works or services that occurs in the course of the work authorized by the *permit*; and
- 4.29.10 where required by the *Chief Building Official*, post a sign on the property to which the *permit* relates for the full duration of *construction*:
  - (a) the civic address of the property in a location that is visible from all adjoining streets;
  - (b) the contact information for the *owner* or the *constructor*, including contact information that is monitored 24 hours per day for issues arising after hours or emergencies; and
  - (c) the contact information for the *District*.
- 4.30 The sign required under section 4.29.10 must conform to the template provided by the *Chief Building Official* and meet the following requirements:

- (a) maximum height from grade of 3.0 metres;
- (b) maximum area of 3.0 square metres for Part 3 buildings and a maximum area of 1.5 square metres for single or two family dwellings;
- (c) script that is at least 5.00 cm high and is in a colour that contrasts with the background of the sign; and
- (d) set out the hours permitted for *construction* under the Noise Regulation Bylaw 7188 and any exemptions to the *construction* hours which may have been granted.

## Notice

- 4.31 Every *owner* must give notice in writing to the *Chief Building Official* of any change in or termination of engagement of a *registered professional* during the course of the *construction* before the change or termination occurs.
- 4.32 If an *owner* terminates the engagement of a *registered professional*, the *owner* must suspend the work with respect to which the *registered professional* was engaged until the *owner* has engaged a new *registered professional* and has delivered to the *Chief Building Official* letters of assurance from the new *registered professional*.
- 4.33 It is the *owner's* responsibility to give notice in writing to the *Chief Building Official* immediately upon any change in ownership or change in the address of the *owner* which occurs prior to the issuance of an *occupancy permit*.
- 4.34 Every *owner* must give such other notice to the *Chief Building Official* as may be required by the *Chief Building Official* or by a provision of this bylaw.

## Uncovering Work

- 4.35 When required by the *Chief Building Official*, every *owner* must uncover and replace at the *owner's* own expense any work that has been covered without inspection contrary to this bylaw.

## Damage to Public Property

- 4.36 Every *owner* to whom a *permit* is issued must not cause damage to *District* property or municipal works during the work authorized by the *permit* and, in the event that such damage is caused, the *owner* is responsible for the cost to repair such damage.
- 4.37 If the *Chief Building Official* determines that *District* property or municipal works or services have been damaged, obstructed or fouled by debris, material or dirt in the course of work authorized by a *permit*, the *Chief Building Official* may deliver written notice to the *permit* holder to repair or clean up and if the required work is not completed within the time specified in the notice, the *District* may, but is not obligated to, carry out such work.



- 4.38 Every *owner* must pay to the *District*, within 30 days of receiving an invoice for same from the *District*, the cost of repairs undertaken by the *District* pursuant to section 4.37, failing which the *District* may, without notice, deduct the invoiced amount from the *owner's* *security deposit*.

## **Demolition**

- 4.39 Every *owner* applying for a *demolition permit* must:
- 4.39.1 provide a vacancy date;
  - 4.39.2 provide written authorization from all *owners* to demolish;
  - 4.39.3 deposit with the *District* a *demolition security deposit* in the amount specified in section 5.7.1 of this bylaw as security for the repair, replacement, and clean up of any water and sewer works, roadways, curbs, gutters, sidewalks, boulevards and other *District* property damaged in the course of the work authorized by the *demolition permit* and for the clean-up of the land subject to the *permit* and/or completion of the works required under sections 4.39.4 [capping fees] and 4.42 [demolition clean up];
  - 4.39.4 pay the capping and inspection chamber installation fees prescribed in the Waterworks Bylaw and the Sewer Bylaw; and
  - 4.39.5 all municipal services must be capped and terminated at the property line in a *District* standard inspection chamber and valve arrangement.
- 4.40 The *Chief Building Official* may require as a condition of issuing a *demolition permit* that the *owner* provide a report from a commercial pest control service that a *building* or *structure* which is proposed to be demolished is free of rodent infestations and/or noxious weeds or pests.
- 4.41 Every *owner* must ensure that prior to carrying out demolition, all erosion and sediment controls as required pursuant to the Development Servicing Bylaw 8145 and the Environmental Protection and Preservation Bylaw 6515, as amended or replaced, have been installed.
- 4.42 Every *owner* must ensure that immediately upon completion of demolition:
- 4.42.1 all debris and fill is cleared from the site;
  - 4.42.2 all gypsum board and other recyclable materials from the *building* is separated from other debris and disposed of in accordance with applicable provincial regulations;
  - 4.42.3 the site is back-filled and all holes filled;
  - 4.42.4 the site is made level based on the grades indicated on the topographical survey required pursuant to section 5.6;
  - 4.42.5 the site is made stable from water or rainfall induced erosion; and

4.42.6 the site left in a neat and tidy condition.

- 4.43 The *Chief Building Official* may waive and/or relax the time for compliance with any of the conditions set out in section 4.42 provided that a *building permit* to *construct* a new *building* has been issued for the same property.
- 4.44 If the *building official* determines that the terms and conditions upon which a *demolition permit* is issued are not being complied with, the *building official* may deliver written notice requiring compliance within 24 hours and if the *building official* determines that non-compliance continues after 24 hour notice period, then the *District* may, but is not obligated to, enter on to the property to which the demolition permit relates and do or cause to be done through its contractors all such things as may be required to fulfil said conditions, including without limitation, completion of the demolition and securing the site, and for such purpose may without notice or limitation deduct from the demolition *security deposit* all costs and expenses incurred and payments and expenditures made by the *District*.
- 4.45 The *District* will return to the payee the demolition *security deposit* less all amounts deducted therefrom in accordance with section 4.39.3, upon completion of the demolition work contemplated in the *demolition permit* and upon the *building official* being satisfied that all damage caused by the applicant has been repaired and all conditions upon which the *demolition permit* was issued have been complied with and satisfied.

#### **Obligations of Constructor**

- 4.46 Every *constructor* must ensure that all requirements of the *Building Code*, this bylaw and other applicable enactments respecting *construction* safety are complied with.
- 4.47 Every *constructor* is responsible jointly and severally with the *owner* for all work undertaken to which this bylaw applies.

### **PROFESSIONAL DESIGN AND FIELD REVIEWS**

#### **Requirement for Registered Professional for Construction of Complex Building**

- 4.48 The *owner* must provide *professional design* and plan certification and *field reviews* for the *construction* of a *complex building*, supported by letters of assurance in the form specified in the current *Building Code*, each signed by such *registered professionals* as the *Chief Building Official* or *Building Code* may require.
- 4.49 If the site conditions, size or complexity of a development or an aspect of a development warrant, the *Chief Building Official* may require a qualified professional to determine the bearing capacity by providing design and plan certification and field reviews supported by letters of assurance in form specified in the current *Building Code*.

#### **Other Projects where Registered Professional is Required**

- 4.50 The *owner* must provide *professional design* and *field reviews* supported by letters of assurance in the form of Schedules A (if applicable) and B referred to in section 2.6 of Part 2 of the *Building Code*, each signed by such *registered professionals* as the *Chief*

*Building Official* or *Building Code* may require, to prepare the *professional design* for and conduct *field reviews* of:

- 4.50.1 the construction or *alteration* of a *simple building constructed* on, or contiguous to, a *complex building*;
- 4.50.2 the *construction* or *alteration* of *foundations* and *excavations* in respect of *simple buildings* if required by the *Chief Building Official* in the circumstances set out in section 5.5;
- 4.50.3 the *construction* or *alteration* of structural, electrical, mechanical or fire suppression elements for *simple buildings* if required by the *Chief Building Official* in the circumstances set out in section 5.5;
- 4.50.4 the *construction* or *alteration* of any structural components of a *building* that fall within the scope of Part 4 of the *Building Code*;
- 4.50.5 the *construction* or *alteration* of a *retaining wall*;
- 4.50.6 the *construction* or *alteration* of a *building* that is designed with common egress systems for the occupants and requires the use of *firewalls* according to the *Building Code*;
- 4.50.7 the *construction* or *alteration* of the *building envelope* components of:
  - (a) all *buildings* under Part 3 of the *Building Code*,
  - (b) all residential *buildings* that contain more than two dwelling units, and
  - (c) all other *buildings* whose *building envelopes* do not comply with the prescriptive requirements of Part 9 of the *Building Code*;
- 4.50.8 *electrical work* in a complex building;
- 4.50.9 *mechanical work* in a complex building;
- 4.50.10 the installation of storm water pumps;
- 4.50.11 the installation of sanitary pumps where the pump serves an entire residence;
- 4.50.12 the installation of a fire sprinkler system, except for modifications to existing systems involving the relocation or addition of less than six sprinkler heads, in which case the requirement for *registered professional design* and *field review* may be waived by the *Chief Building Official*;
- 4.50.13 the *construction* or *alteration* of a *building* or *structure* on a parcel that the *Chief Building Official* believes is subject to or is likely to be subject to flooding, mud flows, debris flows, debris torrents, erosion, land slip, rock falls, subsidence or avalanche. For greater certainty, this requirement for *professional design* and a *field review* is in addition to a requirement under any other enactment for a report certified by a qualified professional that the parcel may be used safely for the use

intended;

- 4.50.14 any *project* where the *Chief Building Official* considers that the site conditions, size or complexity of or associated with the *project* warrant the provision of *professional design* and *field reviews*.
- 4.51 Sealed copies of the *professional design* and *letters of assurance* required by sections 4.48 and 4.50 must be submitted to the *building official* prior to issuance of a *building permit* for the work.
- 4.52 The requirement for *professional design* and *field review* may be waived by the *Chief Building Official* for work involving minor tenant improvements.
- 4.53 The *Chief Building Official* may require the *registered professional* carrying out the *professional design* and *field review* of a *building* envelope to provide evidence that he or she has experience and expertise in respect of the *professional design* and *field review* of *building* envelopes.
- 4.54 Where *professional design* is required pursuant to sections 4.48 or 4.50, the *owner* must give notice in writing to the *Chief Building Official* of any change in or termination of engagement of a *registered professional* during *construction* immediately when the change or termination occurs.
- 4.55 If an *owner* terminates the engagement of a *registered professional*, the *owner* must terminate the work until the *owner* has engaged a new *registered professional* and has delivered to the *Chief Building Official* letters of assurance.
- 4.56 Where an *owner* has provided a report by a *registered professional*, the *Chief Building Official* make direct that the report be peer reviewed by a qualified professional selected and retained by the *District*. The peer review will be completed at the *owner's* expense and the *owner* must pay the invoice for same within 30 days of the invoice date, If the invoice amount is not paid when due, the *Chief Building Official* may, at his/her discretion, issue a *Stop Work Order Notice*. The unpaid invoice amount may be deducted from the *security deposit*.
- 4.57 For all new single family *construction*, the *owner* must provide *professional design* and plan certification and *field reviews* for the building envelope, supported by letters of assurance in the form specified in the current *Building Code*.

#### **Assurance of Field review**

- 4.58 Not less than 48 hours prior to the coordinated preoccupancy site review for a *complex building* and not less than 48 hours prior to final inspection for a *simple building* or other *project* in circumstances where letters of assurance have been required in accordance with section 4.48 or 4.50, the *owner* must provide the *District* with letters of assurance in the form of Schedules C-A or C-B, as appropriate, referred to in section 2.6 of Part 2 of the *Building Code*.

## Professional Liability Insurance

- 4.59 A *registered professional* who provides letters of assurance as required by this bylaw must provide proof of professional liability insurance to the *Chief Building Official* in the form specified by the *Chief Building Official*.

## Professional Plan Certification

- 4.60 The letters of assurance provided pursuant to sections 4.48, 4.49, 4.50 or 4.57 are relied upon by the *District* and its *building officials* as certification that the *professional design* and plans to which the letters of assurance relate comply with the *Building Code*, the *Electrical Code*, the *Natural Gas and Propane Code* and other applicable enactments relating to safety.

## Field reviews

- 4.61 If a *registered professional* provides letters of assurance in accordance with sections 4.48, 4.49, 4.50 or 4.57, the *District* will rely solely on *field reviews* undertaken by the *registered professional* and the letters of assurance submitted pursuant to this bylaw as assurance that the work authorized by the *permit* substantially conforms to the *design*, plans and specifications and that the work substantially complies with the *Building Code*, the *Electrical Code*, *Natural Gas and Propane Code*, this bylaw, any other applicable bylaw of the *District*, provisions of the *Homeowner Protection Act*, *Safety Standards Act* and associated regulations, or any other applicable enactments respecting safety.
- 4.62 Despite section 4.61, a *building official* may attend the site from time to time during the course of the work to ascertain that the *field reviews* are taking place and to monitor the *field reviews* undertaken by the *registered professionals*.

## Stop Work Order

- 4.63 The *Chief Building Official* may direct the immediate suspension or correction of all or a portion of work to which this bylaw applies by attaching a *Stop Work Order Notice* on the premises on which the work is being done where the work is not being performed in accordance with the requirements of the *Building Code*, the *Electrical Code*, the *Natural Gas and Propane Code*, this bylaw, any other applicable bylaw of the *District*, provisions of the *Homeowner Protection Act*, *Safety Standards Act* and associated regulations, or any other applicable enactments respecting safety.
- 4.64 A *coordinating registered professional* may request, in writing, that the *Chief Building Official* order the immediate suspension or correction of all or a portion of work on a *building* or *structure* by attaching a *Stop Work Order Notice* on the premises on which the work is being done. The *Chief Building Official* will consider such a request and if not acted upon, will give reasons, in writing, to the *coordinating registered professional*.
- 4.65 If a *registered professional's* services are terminated, the *owner* must immediately stop any work that is subject to his or her *professional design* or *field review* and the *Chief Building Official* is deemed to have issued a *Stop Work Order Notice* under section 4.63.



- 4.66 The *owner* must immediately after posting a *Stop Work Order Notice* secure the *construction* and the lands and premises surrounding the *construction* in compliance with the safety requirements of every statute, regulation or order of the Province or of a provincial agency and of every applicable bylaw of the *District*.
- 4.67 No work other than the required remedial measures may be carried out on a parcel affected by the *Stop Work Order Notice* until the *Stop Work Order Notice* has been removed by the *Chief Building Official*.
- 4.68 The *Stop Work Order Notice* must remain posted on the premises until the required remedial measures have been completed and the *Chief Building Official* directs in writing that the notice may be removed.

#### **Do Not Occupy Notice**

- 4.69 If a person occupies a *building* or *structure* or part of a *building* or *structure* in contravention of section 4.7.2 of this bylaw a *building official* may post a *Do Not Occupy Notice* on the affected part of the *building* or *structure*.
- 4.70 If a notice is posted under section 4.69, the *owner* of the parcel on which a *Do Not Occupy Notice* has been posted and every other person must cease occupancy of the *building* or *structure* immediately and must refrain from further *occupancy* until all applicable provisions of the *Building Code* and this bylaw have been substantially complied with and the *Do Not Occupy Notice* has been rescinded in writing by a *building official*.

#### **No Interference with Notices**

- 4.71 A person must not reverse, alter, deface, cover, remove or in any way tamper with a *construction* site identification placard, *Stop Work Order Notice*, certificate, card or notice posted on or affixed to a *building* or *structure* pursuant to a provision of this bylaw unless authorized by the *Chief Building Official*.

## **PART 5 BUILDING PERMIT**

### **Requirements before Applying for Building Permit**

- 5.1 Prior to submitting an application for a *building permit*, the *owner* must satisfy the following requirements or conditions:
- 5.1.1 issuance of a development permit in an area designated by the *District's* official community plan as a development permit area, where required;
  - 5.1.2 compliance of the proposed *building* or *structure* with all *District* bylaws, except to the extent a variance of a bylaw is authorized by a development permit, development variance permit or order of the Board of Variance;
  - 5.1.3 signing by the *Approving Officer* of a subdivision plan that, once registered, would create the parcel on which the *building* or *structure* is proposed to be *constructed*;
  - 5.1.4 documentation to provide evidence to the *Chief Building Official* that the *person*

applying for the proposed *building permit* is the *owner* of the parcel that is the subject of the proposed *building permit* application or is the *agent* of the *owner*;

- 5.1.5 if the parcel that is the subject of the proposed *building permit* application is not, or is not intended to be, connected to the *District's* sewage disposal system, approval of an alternate *private sewage disposal system*;
- 5.1.6 if the parcel that is the subject of the proposed *building permit* application is not connected to the *District's* waterworks system, approval of an alternate water supply system.

### **Applications for Complex Buildings**

- 5.2 An application for a *building permit* with respect to a *complex building* must include all of the applicable information, documents and plans specified in the Master Requirements List and:
  - 5.2.1 be accompanied by the *Owner's Responsibilities Form* and, where applicable, the *Authority to Represent the Owner Form*, in the forms specified by the *Chief Building Official*, signed by the *owner* or a signing officer if the *owner* is a corporation;
  - 5.2.2 include a copy of a title search made within 30 days of the date of the application;
  - 5.2.3 include the name and address of the *designer* of the *building* or *structure*; and
  - 5.2.4 include a *Building Code* compliance summary, including applicable edition of the *Building Code*, Part 3 or Part 9 designation, major occupancy classification(s) of the *building*, *building* area and height, number of streets the *building* faces, accessible entrances, work areas, washrooms and facilities.
- 5.3 In addition to the requirements of section 5.2, the following may be required to be submitted with a *building permit* application for the *construction* of a *complex building* if, in the opinion of a *building official*, the complexity of the proposed *building* or *structure* or siting circumstances warrant:
  - 5.3.1 site servicing drawings, including sufficient detail of off-site services to indicate locations at the property line, prepared and sealed by a *registered professional*, in accordance with the *District's* development servicing bylaw;
  - 5.3.2 section through the site showing grades, *buildings*, *structures*, parking areas and driveways;
  - 5.3.3 any other information required by the *building official* or the *Building Code* to establish compliance with this bylaw, the *Building Code* and other bylaws and enactments relating to the *building* or *structure*.

## Applications for Simple Buildings

- 5.4 An application for a *building permit* for a *simple building* must include all of the applicable information, documents and plans specified in the Master Requirements List and:
- 5.4.1 the *Owner's Responsibilities Form* and, where applicable, the *Authority to Represent the Owner Form*, in the form specified by the *Chief Building Official*, signed by the *owner* or a signing officer if the *owner* is a corporation;
  - 5.4.2 a title search made within 30 days of the date of the application;
  - 5.4.3 the name and address of the *designer* of the *building* or *structure*;
  - 5.4.4 a foundation and excavation design for (i) components of new *simple buildings* greater than 46 m<sup>2</sup> and (ii) *additions* to *simple buildings* greater than 46 m<sup>2</sup> to *simple buildings* prepared by a *registered professional* in accordance with section 4.2 of Part 4 of the *Building Code*. This section 5.4.4 does not apply to garages, carports and garden *structures* located on land zoned for single family use. The requirements of this section 5.4.4 may be waived by the *Chief Building Official* if documentation, prepared and sealed by a *registered professional*, is provided assuring that the *professional design* of the foundation substantially complies with section 9.4.4 of Part 9 the *Building Code* and the foundation excavation substantially complies with section 9.12 of Part 9 of the *Building Code*;
  - 5.4.5 include a geotechnical report if the *Chief Building Official* determines that the site conditions so warrant;
  - 5.4.6 include letters of assurance as may be required pursuant to section 4.50 ;
- 5.5 In addition to the requirements of section 5.4, the *Chief Building Official* may require the following to be submitted with a *building permit* application for the *construction* of a *simple building* if the *project* involves two or more *buildings* which in the aggregate total more than 1000 square meters or two or more *buildings* that will contain four or more dwelling units:
- 5.5.1 site servicing drawings, including sufficient detail of off-site services to indicate locations at the property line, prepared and sealed by a *registered professional*, in accordance with the Development Servicing Bylaw 8145;
  - 5.5.2 a section through the site showing grades, *buildings*, *structures*, parking areas and driveways;
  - 5.5.3 a roof plan and roof height calculations;
  - 5.5.4 letters of assurance as required by section 4.50;
  - 5.5.5 any other information required by the *building official* or the *Building Code* to establish substantial compliance with this bylaw, the *Building Code* and other bylaws and enactments relating to the *building* or *structure*.

## Survey

- 5.6 The *Chief Building Official* may order any *owner* to submit an up to date plan of survey prepared by a registered British Columbia land surveyor which contains sufficient information respecting the site and location of any *building*:
- 5.6.1 to establish, before *construction* begins, that all the provisions of this bylaw in relation to this information will be complied with;
  - 5.6.2 to verify, on completion of the *construction*, that:
    - (a) finished grade elevations and onsite drainage works have been completed in accordance with the *building permit* plans; and
    - (b) all provisions of this bylaw have been complied with;
  - 5.6.3 in relation to an existing *building*, when and as required by the *Chief Building Official*, to substantiate its location, size, including appendages whether above, at or below ground level, relative to the site or its relationship to neighbouring grades; and
  - 5.6.4 in relation to *construction* of a new *building* or addition to an existing *building*, prior to the placement of concrete for *foundations* and footings, including the elevations at proposed top of concrete on all *building* elevations and at all significant changes of elevation to substantiate its size, location and elevation,

and every person served with an order under this section must comply with the order.

## Security Deposit

- 5.7 Except as provided in section 5.8, an applicant for a *building permit* must pay to the *District*, at the time of the application, *security deposits* in the following amounts in the form of cash or an irrevocable letter of credit in a form satisfactory to the *District*:
- 5.7.1 \$10,000 or 1.0 percent of the *value of the work*, whichever is greater, to a maximum of \$20,000 for each new single family residential dwelling or demolition authorized by the *permit*;
  - 5.7.2 \$2,500 or 1.0 percent of the *value of the work*, whichever is greater, to a maximum of \$5,000 for each *permit* for additions, renovations, alterations in a single family dwelling;
  - 5.7.3 1.0 percent of the *value of the work* up to a maximum of \$1,000 where the property to which the *permit* relates is not the subject of a form and character *development permit*;
  - 5.7.4 where the property to which the *building permit* relates is the subject of a form and character *development permit*, the security taken for landscaping under the *development permit* will serve as the security for the *building permit* and may be used by the District in accordance with section 5.10; and

5.7.5 1.0 percent of the *value of the work* where the property to which the *permit* relates does not fall within subsections 5.7.1 through 5.7.4.

- 5.8 Notwithstanding section 5.7, where an applicant for a *building permit* has multiple *permits* in progress, the *Chief Building Official* may, but is not obligated to, permit such applicant to post and maintain rolling *security deposit* amounts as set out in the table below to serve as the *security deposit* required in section 5.7 for any applicant which is named on the letter of credit, provided however that the *Chief Building Official* may revoke the approval under this section 5.8 where the applicant has a history of repeated or on-going non-compliance with construction-related *District* bylaws:

Number of Permits	Security Deposit Amount
Up to 10	\$50,000.00
11 to 20	\$80,000.00

- 5.9 Notwithstanding section 5.7, the *Chief Building Official* may waive the requirement to provide a *security deposit* where satisfied that (a) the *value of the work* is less than \$100,000.00 and (b) the likelihood of damage being caused to *District* infrastructure is low.

- 5.10 The *security deposit* may be used by the *District* to:

5.10.1 cover the costs borne by the *District* to:

- (a) maintain, restore or replace any public works or public lands which are destroyed, damaged or otherwise impaired in carrying out the work referred to in any *permit* held by the applicant, in accordance with sections 4.37 and 4.38;
- (b) cover the costs borne by the District to make the site safe if the *permit* holder abandons or fails to complete the work as designated on the *permit*;
- (c) clear any debris, material, dirt, chattels, or equipment which have accumulated on any road, lane, sidewalk, boulevard or other District property as a result of work carried out in connection with any *building permit* held by the applicant;
- (d) backfill the site and make the site level based on the grades indicated on the topographical survey submitted as part of the application for a *permit*;
- (e) install erosion and sediment controls;
- (f) install sod, sow seeds, or plant trees and/or vegetation;
- (g) make the site safe if the *permit* holder abandons or fails to complete the work as designated on the *permit*;
- (h) correct any damage to the environment that results as a consequence of a contravention of any condition or requirement in a *development permit*;



- 5.10.2 pay for a peer review required pursuant to section 4.56 where the *owner* has failed to pay;
  - 5.10.3 cover the District's administrative costs including, but not limited to, costs incurred investigating expired *permits*, renewing existing *permits*, re-inspection fees, legal costs or Land Title Office registration costs for notices filed against title;
  - 5.10.4 serve as the *security deposit* for a provisional *occupancy permit* when such a *permit* requires a security deposit; and
  - 5.10.5 serve as a *security deposit* for the purpose of effecting compliance with any condition under which the *permit* was issued.
- 5.11 Where the *District* has drawn down the *security deposit* in accordance with section 5.10, the *building permit* applicant must within 10 days of notice from the *District* restore the *security deposit* to the amount originally posted.
- 5.12 The security taken pursuant to the Environmental Protection and Preservation Bylaw 6515 and the Tree Protection Bylaw 7671 constitutes security for the purpose of this bylaw and may be used in accordance with section 5.10 and the *security deposit* taken pursuant to section 5.7 of this bylaw may be used as security for the purpose of the Environmental Protection Bylaw 6515 and the Tree Protection Bylaw 7671.
- 5.13 The *security deposit*, or the amount remaining after any deductions made by the *District* in accordance with section 5.10, will be returned, with interest, to the person or entity that paid the *security deposit* after:
- 5.13.1 all required repairs, replacement, clean-up and other works under section 5.10.1 have been completed to the satisfaction of the *building official*;
  - 5.13.2 the *building official* is satisfied that no further damage to public works or public lands will occur;
  - 5.13.3 the *building reviews* required by this bylaw are complete and acceptable to the *building official*; and
  - 5.13.4 the conditions or provisions of a provisional *occupancy permit* are completed to the satisfaction of the *building official*.
- 5.14 Any amount in excess of the *security deposit* required by the *District* to complete corrective work to public lands, public works, or the site is recoverable by the *District* from the *permit* holder, the *constructor* or the *owner* of the property.
- 5.15 If a *security deposit* is not collected by the payee within 5 years of the date the *occupancy permit* was issued or the last inspection was conducted, the full amount may be retained by the District and deposited to general revenue.

### **Compliance with the Homeowner Protection Act**

- 5.16 If a *building permit* application is made in respect of a *building* that includes, or will include, a *residential occupancy*, the *building permit* must not be issued unless the *owner* provides

evidence under section 30(1) of the *Homeowner Protection* that the proposed *building*:

5.16.1 is covered by home warranty insurance; and

5.16.2 the *constructor* is a licensed residential builder.

5.17 Section 5.16 does not apply if the *owner* is not required to be licensed and to obtain home warranty insurance in accordance with sections 20(1) or 30(1) of the *Homeowner Protection Act*.

5.18 Every *building permit* is issued subject to the *owner* and *constructor* maintaining compliance with the *Homeowner Protection Act* and negotiations under it during the term of the *building permit*.

### **Partial Building Permit**

5.19 A *building official* may issue a *building permit* for a portion of a *building* or *structure* or for an *excavation* before the design, plans and specifications for the entire *building* or *structure* have been accepted if sufficient information has been submitted to the *District* to demonstrate to the *building official* that the portion authorized to be *constructed* substantially complies with this and other applicable bylaws and all *security deposits* and charges related to the entire *building* or *structure* and the *permit* fee applicable to that portion of the *building* or *structure* have been paid. Despite the issuance of a *permit*, the requirements of this bylaw apply to the remainder of the *building* or *structure* as if the *permit* for the portion of the *building* or *structure* had not been issued.

5.20 If a site has been *excavated* under a *building permit* for *excavation* only and a *building permit* is not subsequently issued for a *building* or *structure* to which the *excavation* relates, or if such a *permit* is issued but subsequently expires without the *construction* of the *building* or *structure* having commenced, the *owner* must fill in the *excavation* and restore the original gradients of the site within 60 days of being served notice by the *District* to do so.

### **Building Reviews**

5.21 If a *registered professional* provides letters of assurance in accordance with section 4.48, 4.49, 4.50 or 4.57, the *District* will rely solely on *field reviews* by the *registered professional* and the letters of assurance submitted pursuant to this bylaw as assurance that the *construction* substantially conforms to the design, plans and specifications and that the *construction* complies with the *Building Code*, this bylaw and other applicable enactments respecting safety.

5.22 Despite section 5.21, a *building official* may attend the site from time to time during the course of *construction* to ascertain that the *field reviews* are taking place and to monitor the *field reviews* undertaken by the *registered professionals*.

5.23 A *building official* may attend periodically at the site of the *construction* of *simple buildings* or *structures* to ascertain whether the *health and safety aspects of the work* are being carried out in substantial conformance with those portions of the *Building Code*, this bylaw and any other applicable enactments concerning safety.

- 5.24 For all work in respect of *simple buildings*, the *owner* must:
- 5.24.1 where required by the *Chief Building Official*, arrange a preconstruction meeting with at least 48 hours' notice to the *District* and said preconstruction meeting must be attended by the *building official*, the *constructor* and the *owner* or his or her representative;
  - 5.24.2 give at least 24 hours' notice to the *District* when requesting a *building review*; and
  - 5.24.3 obtain a *building review* and receive a *building official's* written acceptance of the following aspects of the work prior to concealing them:
    - (a) after demolition, but only where no *building permit* has been applied for in respect of the site, the grading of and removal of debris from the site;
    - (b) foundation and footing forms, before concrete is poured;
    - (c) foundation dampproofing;
    - (d) site and foundation drainage;
    - (e) prior to inspection under section 5.24.3(f), plumbing located below the finished slab level;
    - (f) after preparation of the subgrade, but prior to pouring the concrete floor slab including any hydronic heating pipes and below slab insulation;
    - (g) framing, firestopping, bracing, chimney and ductwork, including rough in of factory built chimneys and fireplaces and solid fuel burning appliances, rough wiring, rough plumbing, rough heating, rough gas piping, gas venting, gas appliance rough in, exterior doors and windows, but prior to the installation of insulation, interior finishes, sheathing paper or exterior finishes which would conceal such work;
    - (h) insulation and vapour barrier;
    - (i) the *health and safety aspects of the work* when the *building* or *structure* is substantially complete (prior to *occupancy*, where *occupancy* is required).
- 5.25 A *building official* will only carry out a *building review* under section 5.24 if the *owner* has requested the *building review* and only in the order prescribed in section 5.24.3(a) to (j).
- 5.26 Despite the requirement for the *building official's* acceptance of the work outlined in section 5.24.3, if a *registered professional* provides letters of assurance, the *District* will rely solely on *field reviews* by the *registered professional* and the letters of assurance submitted pursuant to this bylaw as assurance that the aspect of the *construction* referenced by those letters of assurance substantially conform to the design, plans and specifications and that the *construction* complies with the *Building Code*, this bylaw and other applicable enactments respecting safety.
- 5.27 A person must not conceal any aspect of the work referred to in section 5.24.3 of this

bylaw until a *building official* has provided notice of acceptance.

5.28 For work in respect of *complex buildings*, the *owner* must:

- 5.28.1 arrange a preconstruction meeting with at least 48 hours' notice to the *District* and said preconstruction meeting must be attended by the *building official*, the *owner* or his or her representative, the *coordinating registered professional*, the *constructor* as well as representatives of major trades;
- 5.28.2 arrange a pre-occupancy coordinated site review meeting with at least 48 hours' notice to the *District* for the *owner*, the *constructor* and the *registered professionals* to demonstrate to the *building official* and *District Fire Service* the compliance with the *health and safety aspects of the work*, the coordination and integration of the fire and life safety system, applicable *District* requirements and other enactments respecting safety; and
- 5.28.3 cause the *coordinating registered professional* to deliver to the *building official*, at least 48 hours prior to the pre-occupancy coordinated site review meeting, a confirmation of required documentation in the form specified by the *Chief Building Official*, with all such documentation contained in a hard covered three ring binder and in digital pdf format on a USB flash drive.

## Occupancy Permits

5.29 A person must not:

- 5.29.1 occupy or *permit occupancy* of a *building* or *structure* or part of a *building* or *structure* until a *building official* has issued a final inspection notice for it;
- 5.29.2 occupy a new *building* or *structure* or a *building* where there has been a change in the occupancy classification under the *Building Code* until an *occupancy permit* has been issued by the *Chief Building Official*.

5.30 An *occupancy permit* will not be issued unless:

- 5.30.1 all letters of assurance have been submitted when required by this bylaw;
- 5.30.2 the confirmation of required documentation specified in section 5.28.3 has been submitted when required in accordance with the requirements of this bylaw;
- 5.30.3 all aspects of the work requiring *building review*, inspection and acceptance pursuant to this bylaw have been reviewed, inspected and accepted or the inspections and acceptance are not required pursuant to section 5.21;
- 5.30.4 the post *construction* reports by the applicable qualified professionals pursuant to the *development permit* have been submitted;
- 5.30.5 the *owner* has executed and delivered to the *District* every agreement, instrument or form required by the *District* in relation to the work or the site; and
- 5.30.6 all required off site works respecting safety have been completed.

- 5.31 A *building official* may issue a provisional *occupancy permit* for partial *occupancy* of all or a portion of a *building* under *construction* when that portion of the *building* or *structure* is self-contained and provided with essential services respecting health and safety. The holder of a provisional *occupancy permit* must pay the Provisional Occupancy Fee prescribed in the Fees and Charges Bylaw 6481.

### Temporary Building

- 5.32 Subject to the bylaws of the *District* and orders of *Council*, the *Chief Building Official* may issue a *building permit* for the erection or placement of a *temporary building* or *structure* for *occupancy* provided that the occupancy will not exceed one year and the *building* or *structure* will be removed immediately thereafter.
- 5.33 The application for a *building permit* for the erection or placement of a *temporary building* or *structure* must include:
- 5.33.1 the information, documents and plans specified in the Master Requirements List;
  - 5.33.2 security in the form of cash or a letter of credit for 10% of the value of the *temporary building*, which security:
    - (a) may be used by the *District* to remove the *building* after one year of the date of the final inspection required under this bylaw, or
    - (b) must be returned to the *owner* if the *owner* removes the *temporary building* within one year of the date of the final inspection of the *temporary building* required under this bylaw; and
  - 5.33.3 the non-refundable Temporary Building Fee prescribed in the Fees & Charges Bylaw 6481.

### Sanitary Facilities

- 5.34 After a *building permit* has been issued and during the time it remains valid under this bylaw, the *owner* must provide on the parcel of land in respect of which the *building permit* has been issued, sanitary facilities for the disposal of human waste from individual persons who enter on the parcel in relation to the work referred to in the *building permit*, which facilities must be accessible and unlocked when not occupied, and every sanitary facility that is not connected by plumbing that complies with the *British Columbia Plumbing Code* and this bylaw to a:
- 5.34.1 sanitary sewer; or
  - 5.34.2 septic disposal system approved under the *Public Health Act*, SBC 2008, c. 28, as amended or replaced from time to time,
- must, at all times the facility is required under this bylaw, be supplied with toilet paper, a locking door for privacy, and ventilation, and kept in a sanitary condition without leaking beyond the facility and without overflowing within the facility. Such facilities must be located so as not to create a nuisance to neighbouring parcels or highways.



## **PART 6 ACOUSTIC REQUIREMENTS**

- 6.1 The applicant for a *building permit* for *construction* of any *building* which will contain a *residential occupancy*, other than a single family dwelling, must provide as part of the application 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. For the purpose of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level:

<u>Portion of Dwelling Unit</u>	<u>Noise Level (Decibels)</u>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

## **PART 7 ACCESSIBLE DESIGN REQUIREMENTS**

- 7.1 The applicant for a *building permit* for *construction* of a multi-family *building* must demonstrate that the design and *construction* complies with the District's Accessible Design Policy for Multi-Family Housing, as amended or replaced, or such other design as may be accepted by the *Chief Building Official*.

## **PART 8 POOLS**

### **Permit Required**

- 8.1 Without limiting section 4.6, no person may *construct* or structurally repair a swimming *pool* without a valid and subsisting *building permit*.

### **Swimming Pool Fencing**

- 8.2 A *pool*, spa or hot tub not contained within a *building* must be completely enclosed by a fence *constructed* without footholds or grips that children may use to climb into the enclosed area, having a minimum height of 1.2 meters and no openings greater than 100 mm at their least dimension.

### **Pool Gate**

- 8.3 Access through a fence enclosing a *pool*, *spa* or *hot tub* must be only through a self-closing and self-latching gate designed and *constructed* or installed so as to cause the gate to return to a closed position when not in use and secured by a latch located on the *pool*, *spa* or *hot tub* side of the gate.

### **Spa or Hot Tub Lid**

- 8.4 In lieu of a fence, a *spa* or *hot tub* may be covered with a locking cover to prevent

unauthorized access to the water.

## **Maintenance**

- 8.5 The owner and the occupier of any property on or in which a *pool*, spa or hot tub is located must maintain all fences, gates or covers required under sections 8.2 to 8.4 in good order at all times and must immediately repair or replace any sagging fences, gates, loose parts, torn mesh, missing materials, worn latches, locks or broken or binding members.

## **PART 9 RETAINING WALLS**

### **Permit**

- 9.1 Without limiting section 4.6, no *person* may *construct*, or structurally repair, a *retaining wall* without a valid and subsisting *building permit* or *development permit*, if required.
- 9.2 A *registered professional* must undertake the design and conduct *field reviews* of the *construction* or structural repair of a *retaining wall*. Sealed copies of the design plan and letters of assurance prepared by the *registered professional* for all *retaining walls* must be submitted to a *building official* prior to issuance of a *permit* for the work.

### **Slopes Created by Excavation**

- 9.3 Except as certified by a qualified professional, a cut on a parcel that is steeper than one linear unit vertically to one linear unit horizontally and total height of 1.22 meters or more that is created by *excavation* is prohibited unless restrained by a *retaining wall*.

### **Slopes Created by Fill Material**

- 9.4 Except as certified by a qualified professional, fill material placed on a parcel, unless restrained by permitted *retaining walls*, must not have a surface slope exceeding a ratio of one linear unit vertically to two linear units horizontally.

## **PART 10 BUILDING MOVE**

### **Permit Required**

- 10.1 No *person* may relocate a *building* or *structure* into, out of or within the *District* without a valid and subsisting *building permit* for the relocation.
- 10.2 No *person* may relocate a *building* or *structure* into or within the *District* except:
- 10.2.1 where a *registered professional* has certified that the *building* or *structure* will substantially comply with the current version of the *Building Code*; and
- 10.2.2 a *building* permit has been issued for the *building* or structure.

## PART 11

## ADDRESSING AND SUITE NUMBERING

### Addressing

- 11.1 A person must not *construct* on a parcel unless the civic address is conspicuously posted on the front of the premises or on a sign post so it may be easily read from the public highway from which it takes its address.
- 11.2 Immediately upon issuance of a *building permit* or prior to and during the occupancy of a *building*, until such time as the *building* is removed from the site or has been demolished, the *owner* or occupant must display the address number assigned to the *building* by the *Chief Building Official*:
- 11.2.1 on or over the entrance to the *building*; or
- 11.2.2 elsewhere on the *building* within sight of the street where landscaping or *structures* obscure the view of the *building* entrance from the street.
- 11.3 Despite section 11.2, the *Chief Building Official* may re-number or alter the assigned numbers in respect of any *buildings* on any parcel, including those already in existence or numbered.
- 11.4 The address numbers must be on a contrasting background and of a size in conformance with Table 11.3.1 below:

Table 11.3.1

Building Setback from Street	Minimum Non-illuminated Character Size	Minimum Illuminated Character Size
0-15 m	100 mm	80 mm
15-20 m	150 mm	100 mm
Greater than 20 m	200 mm	150 mm

### Suite Numbering

- 11.5 Except as otherwise authorized by the *Chief Building Official*, all buildings must use a consecutive increasing numbering system for storey and suite numbering without skipping any numbers in accordance with the following:
- 11.5.1 Floors number in increasing numerical sequence starting from either the first storey as established by the *Building Code* or the primary addressed street entrance and without skipping any numbers;
- 11.5.2 Numbering must not skip numbers between adjacent floor levels; and

- 11.5.3 Suites must be numbered in increasing numerical sequence, in a clockwise fashion starting from the first and closest suite located directly to the left when entering the floor space through either the primary addressed street entry or the passenger elevator serving the primary addressed street entry and ending to the right of the elevator.

## **PART 12                      MECHANICAL PERMIT**

### **Potable Water Cross Connection**

- 12.1 The *Chief Building Official* may, in respect of a parcel where there is a cross connection to potable water, disconnect the water service to the parcel and discontinue the water service until the *Chief Building Official* confirms that the cross connection to the potable water has been removed.

### **Mechanical Permits for Simple *Building***

- 12.2 An application for a *mechanical permit* for *plumbing* for a *simple building* must:
- 12.2.1 include the applicable information, documents and plans specified in the Master Requirements List; and
  - 12.2.2 contain any other information necessary to satisfy the *Chief Building Official* that the proposed installation, *alteration* or repair of plumbing complies with the *health and safety aspects of the work* and this and every other applicable *District* bylaw; and
  - 12.2.3 be submitted together with the applicable fees prescribed in the Fees and Charges Bylaw 6481 in accordance with section 16.1 of this bylaw.
- 12.3 An application for a *mechanical permit* for a forced air heating distribution system for a *simple building* must include heat loss calculations and appliance selection work sheet per the HVCIAABC “Quality First” guidelines or equivalent.
- 12.4 An application for a *mechanical permit* for a hydronic heating distribution system for a *simple building* must include:
- 12.4.1 heat loss calculations and hydronic system design per the RHHWABC guidelines or equivalent;
  - 12.4.2 letters of assurance as may be required pursuant to section 4.48 or 4.50.

### **Mechanical Permits for Complex *Building***

- 12.5 An application for a *mechanical permit* for *plumbing* for a *complex building* must be signed by a licensed plumber and:
- 12.5.1 include the applicable information, documents and plans specified in the Master Requirements List; and

- 12.5.2 contain any other information necessary to satisfy the *Chief Building Official* that the proposed installation, *alteration* or repair of plumbing complies with the *health and safety aspects of the work* and this and every other applicable *District* bylaw.
- 12.5.3 when required by the *Chief Building Official*, include a minimum of two complete sets of:
  - (a) plans showing the location and size of every *building* drain and every trap, sump and *plumbing* fixture and all water distribution piping; and
  - (b) sectional drawings showing the size and location of every *soil* or waste pipe, trap and vent pipe,

and the drawings and documents must be sealed by the *registered professional* and include complete design and calculation criteria so that the *Chief Building Official* has the information available for examination;
- 12.5.4 include letters of assurance as required pursuant to section 4.48 or 4.50;
- 12.5.5 contain any other information necessary to satisfy the *Chief Building Official* that the proposed installation, *alteration* or repair of plumbing complies with the *health and safety aspects of the work* and this and every other applicable *District* bylaw; and
- 12.5.6 be submitted together with the applicable fees prescribed in the Fees and Charges Bylaw 6481 in accordance with section 16.1 of this bylaw.
- 12.6 An application for a *mechanical permit* for sprinklers or a fire suppression system must:
  - 12.6.1 be signed by a licensed sprinkler fitter or, if permitted by a provincial enactment, the *owner*;
  - 12.6.2 include plans, sections and documentation as required by the relevant NFPA 13, 13r or 13d standard sealed by the *registered professional*; and
  - 12.6.3 include letters of assurance as may be required pursuant to section 4.48 or 4.50.

## **Storm and Sanitary Sewer Connections**

- 12.7 Every *owner* of a parcel must in all cases where it is proposed to conduct waste from *plumbing* fixtures, trade waste or surface or roof water to a public sewer:
  - 12.7.1 confirm with the *Chief Building Official* that the public sewer is at a sufficient depth and of a capacity to receive the discharge;
  - 12.7.2 deliver to the *District's* Director of Engineering such information as the Director of Engineering may require to show that the proposed sewers will be laid at such depth and in such a position as to connect the property with the *building* or storm sewer extension; and
  - 12.7.3 arrange the plumbing to suit the location of the connection provided for the parcel



by the *Chief Building Official*.

## **Mechanical Inspections**

- 12.8 A *building official* may attend periodically at the site of *mechanical work* in respect of *simple buildings* or *structures* to ascertain whether the *health and safety aspects of the work* are being carried out in substantial conformance with those portions of the *Building Code*, this bylaw and any other applicable enactments concerning safety.
- 12.9 For all *mechanical work* in respect of *simple buildings* the *owner*, or his or her representative, must give at least 24 hours' notice to the *District* when requesting an inspection and must obtain an inspection and receive a *building official's* acceptance of the following aspects of the work prior to concealing them:
- 12.9.1 underground water, sanitary and storm services, foundation drainage piping and damp proofing; prior to such inspection the *owner* or his agent, must deliver to the *Chief Building Official* a letter sized site and foundation drainage plan;
  - 12.9.2 heating distribution piping or duct work;
  - 12.9.3 rough plumbing;
  - 12.9.4 rough fire sprinkler and fire suppression piping;
  - 12.9.5 tub and shower fixtures and piping;

**after the *mechanical work* is complete and ready for occupancy, but before occupancy.**

- 12.10 A *building official* will only carry out an inspection under section 12.8 if the *owner* has requested the inspection and only in the order prescribed in section 12.9.1 to 12.9.5.
- 12.11 The requirements of section 12.9 do not apply to any aspect of the work that is the subject of a *registered professional's* letters of assurance provided in accordance with section 4.50.
- 12.12 If a *registered professional* provides letters of assurance in accordance with sections 4.48, 4.49, 4.50 or 4.57, the *District* will rely solely on *field reviews* undertaken by the *registered professional* and the letters of assurance submitted pursuant to this bylaw as assurance that the work authorized by the *permit* substantially conforms to the *design*, plans and specifications and that the work substantially complies with the *Building Code*, the *Electrical Code*, *Natural Gas and Propane Code*, this bylaw, any other applicable bylaw of the *District*, provisions of the *Homeowner Protection Act*, *Safety Standards Act* and associated regulations, or any other applicable enactments respecting safety.
- 12.13 Despite section 12.12, a *building official* may attend the site from time to time during the course of the work to ascertain that the *field reviews* are taking place and to monitor the *field reviews* undertaken by the *registered professionals*.

12.14 For *mechanical work* in respect of *complex buildings* the *owner* or his or her representative must:

12.14.1 arrange a preconstruction meeting prior to the start of *construction* with at least 48 hours' notice to the *District* and this preconstruction meeting must be attended by the *building official*, the *owner* or his or her representative, the *coordinating registered professional*, the *constructor* and representatives of major trades;

12.14.2 request an inspection prior to opening the premise isolation water valve;

12.14.3 request an inspection prior to removal of the sanitary premise isolation plug; and

12.14.4 request an inspection prior to removal of the storm water premise isolation plug.

### **Provisional Plumbing Final**

12.15 The *Chief Building Official* may issue an inspection notice for provisional *plumbing* final in support of provisional *occupancy* of part of a *building* pursuant to section 5.31.

### **Connection to Storm Drainage System**

12.16 Subject to the Sewer Bylaw 6656 and Development Servicing Bylaw 8145, during *construction* or *alteration* of a single or two family dwelling, the *owner* must connect all rainwater conductors in the onsite drainage system to a municipal storm drainage system provided such system is contiguous to the parcel on which the *construction* or *alteration* is taking place.

12.17 The onsite drainage system referred to in section 12.16 must be extended to the rear parcel line if the municipal connection is located at the front of the parcel or to the front parcel line if the municipal connection is located at the rear of the parcel wherever reasonably possible.

### **Plumbing Regulations**

12.18 An *owner* must:

12.19 not permit or cause to be permitted material transitions upstream of the main shut off valve within the perimeter of a *building* foundation;

12.20 ensure that sanitary and storm sewer connections in respect of a *building* are fitted with a *District* standard inspection chamber at or near the property line;

12.21 not permit or cause to be permitted corrugated, perforated and unperforated plastic piping to be used in conveying storm water in a storm drainage system; and

12.22 not permit or cause to be permitted the connection of any subsoil drainage system to a drywell or rock pit unless the subsoil conditions are suitable for use of a drywell or rock pit as determined by a soil report prepared by a qualified professional engineer and accepted by the *Chief Building Official* in advance.

## Storm Water Pumps

- 12.23 A *mechanical permit* for the installation of storm water pumps must include letters of assurance as required pursuant to section 4.50.10.
- 12.24 New storm water pump installations must include:
- 12.24.1 dual or duplex pumps; and
  - 12.24.2 a high level alarm audible within the premises.
- 12.25 As a condition of issuance of a *mechanical permit* for the installation of a storm water pump, the *Owner* must grant to the *District* a covenant under section 219 of the *Land Title Act*, RSBC 1996, c. 250, as amended or replaced from time to time, in a form satisfactory to the *municipal solicitor*.

## Sanitary System Pumps

- 12.26 A *mechanical permit* for the installation of sanitary pumps where the pump serves an entire residence must include letters of assurance as required pursuant to section 4.50.11.
- 12.27 New sanitary pump installations must include a high level alarm audible within the premises.

## Fire Sprinklers

- 12.28 "*Fire limits area*" in this Part means the areas shown on the plan attached as Schedule C.
- 12.29 Except as set out in section 12.30, sections 12.31 to 12.33 apply to:
- 12.29.1 a new *building* containing a mercantile, industrial, assembly, institutional, business, personal service or *residential occupancy*;
  - 12.29.2 an existing *building* containing a *residential occupancy* upon creation of an additional dwelling unit;
  - 12.29.3 an existing *building* containing a mercantile, industrial, assembly, institutional, business, personal services or *residential occupancy* if the total *building permit* value of all *additions* and structural *alterations* made within any consecutive 24 month period, as determined by the *Chief Building Official* pursuant to this bylaw, exceeds 25% of the assessed value of the existing *building* as determined by the most recent assessment by the British Columbia Assessment Authority; and
  - 12.29.4 an existing *building* containing a *residential occupancy* and located within the *fire limits area* if the total *building permit* value (excluding the value of the fire sprinkler system) of all *additions* and or structural *alterations* made within any consecutive 24 month period, as determined by the *Chief Building Official* pursuant to this bylaw, exceeds \$100,000.00.
- 12.30 Sections 12.31 to 12.33 do not apply to single family *residential* dwelling units located

outside the *fire limits area*, accessory *buildings* having a floor area of less than 30 square meters, *temporary buildings*, park shelters, detached gas station canopies or detached garages serving only one dwelling unit.

- 12.31 A *building* containing a mercantile, industrial, assembly, institutional, business, personal service or *residential occupancy* and any *building* in a *fire limits area* must be sprinklered in accordance with NFPA 13 1996 "Standard for Installation of Sprinkler Systems".
- 12.32 A *building* containing only a *residential occupancy* of up to four storeys in height must be sprinklered in accordance with NFPA 13 1996 "Standard for installation of Sprinkler Systems" or with NFPA 13R 1996 "Standard for installation of Sprinkler Systems in Residential Occupancies up to and including Four Storeys in Height", except as set out in section 12.33.
- 12.33 A *building* containing only one or two family *residential occupancies* must be sprinklered in accordance with NFPA 13 1996 "Standard for installation of Sprinkler Systems" or with NFPA 13R 1996 "Standard for installation of Sprinkler Systems in Residential Occupancies up to and including Four Storeys in Height", or NFPA 13D 1996 "Standard for installation of Sprinkler Systems in one and two Family Dwellings and Mobile Homes".
- 12.34 A *mechanical permit* for the installation of fire sprinkler systems must include letters of assurance as required pursuant to section 4.50.12.

## **Water Conservation**

- 12.35 Every water closet must be a low consumption type which:
  - 12.35.1 conforms with CSA B45.0-99, "General Requirements for Plumbing Fixtures"; and
  - 12.35.2 has an average water consumption not exceeding 6 litres per flush cycle.
- 12.36 Every urinal must be a low consumption type which:
  - 12.36.1 conforms with CSA B45.0-99, "General Requirements for Plumbing Fixtures"; and
  - 12.36.2 has an average water consumption not exceeding 3.8 litres per flush cycle.

## **Gas Work**

- 12.37 No *mechanical permit* is required under this Bylaw for *gas work* that may be done without a *permit* pursuant to the *Gas Safety Regulation*.
- 12.38 Only those persons who may perform *gas work* pursuant to the *Gas Safety Regulation* may apply for a *mechanical permit* for *gas work* under this bylaw.
- 12.39 An application for a *mechanical permit* must be submitted together with the applicable fees prescribed in the Fees and Charges Bylaw 6481 in accordance with section 16.1 of this bylaw.

- 12.40 The *District's* mechanical inspectors are safety officers under the *Safety Standards Act* for the purpose of administering the *Gas Safety Regulation* and have all of the powers of safety officers under said enactments.
- 12.41 Where *gas work is being* undertaken pursuant to a *mechanical permit* issued to a licensed gas contractor, the *District's* mechanical inspectors will provide random spot inspections only.

## **PART 13 ELECTRICAL PERMITS**

### **Local Safety Manager and Local Safety Officers**

- 13.1 The *District's* electrical inspectors are safety officers under the *Safety Standards Act* for the purpose of administering the *Electrical Safety Regulation* and have all of the powers of safety officers under said enactments.

### **Permits**

- 13.2 Only those persons who may perform *electrical work* pursuant to the *Electrical Safety Regulation* may apply for an *electrical permit* under this bylaw.
- 13.3 An application for an *electrical permit* must be submitted together with the applicable fees prescribed in the Fees and Charges Bylaw 6481 in accordance with section 16.1 of this bylaw.
- 13.4 No *electrical permit* is required under this Bylaw for *electrical work* that may be done without a permit pursuant to the *Electrical Safety Regulation*.

## **PART 14 ENERGY STEP CODE**

- 14.1 In relation to the conservation of energy and the reduction of greenhouse gas emissions, the District may reference and implement, in whole or in part, the *Energy Step Code*.
- 14.2 Effective July 1, 2018, any building classified as a Group D or Group E occupancy under the *Building Code* must be designed and constructed to meet the performance requirements specified in Step 1 of the *Energy Step Code*.
- 14.3 Effective July 1, 2018, any residential occupancy building regulated by Part 3 of the *Building Code* must be designed and constructed to meet the performance requirements specified in Step 2 of the *Energy Step Code*.
- 14.4 Effective July 1, 2018, any residential occupancy building regulated by Part 9 of the *Building Code*, must be designed and constructed to meet the performance requirements specified in Step 3 of the *Energy Step Code*.
- 14.5 Any residential occupancy building regulated by Part 3 or Part 9 of the *Building Code* which is located on property that has been re-zoned after December 15, 2017, must be designed and constructed to meet the performance requirements specified in Step 3 of the *Energy Step Code*.



## PART 15

## RADIO AMPLIFIER BYLAW

- 15.1 All applications for a *building permit* to which the Radio Amplifier Bylaw 8272 applies must comply with the requirements of that bylaw and required information must be submitted with the *building permit* application.

## PART 16

## FEES AND CHARGES

### Permit Fees

- 16.1 In addition to any applicable fees and charges required under other bylaws, the *owner* must pay all applicable fees related to an application for any *permit* under this bylaw as prescribed in the Fees and Charges Bylaw 6481 and such fees must be paid as follows:
- 16.1.1 50% of the total applicable fees must be paid at the time of the *building permit* application; and
- 16.1.2 the full balance of the total applicable fees must be paid prior to issuance of the *permit*.

### Inspection Fees

- 16.2 In addition to the permit fees required under section 16.1, the *owner* must also pay the *building review*, inspection, re-examination fees and other fees as prescribed in the Fees and Charges Bylaw 6481.

### Fee Reduction where Letters of Assurance are Being Relied Upon

- 16.3 Where letters of assurance are being relied upon by the *District* pursuant to sections 4.48 or 4.50, the applicable *permit* fee will be reduced by 2.5%, up to a maximum reduction of \$500.00.

### Refunds

- 16.4 No fee or part of a fee paid to the *District* may be refunded if *construction* of the *building* has started.
- 16.5 Except as otherwise provided in this bylaw, all fees and charges required by this bylaw are non-refundable.
- 16.6 If a valid and subsisting *permit* is cancelled at the request of the applicant, the *Chief Building Official* may issue a refund as follows:
- 16.6.1 for a *building permit*, a refund equal to that part of the fees paid at issuance of the *permit* in accordance with section 16.1.2 less an administration fee of 15% of that amount;
- 16.6.2 for an *electrical permit* or *mechanical permit*, a refund equal to the application fees for such *permit* less an administration fee of 15%,

provided that:

- 16.6.3 the *owner* has submitted a written request for a refund;
  - 16.6.4 the *Chief Building Official* has certified that *construction* of the work authorized by the *permit* has not been started;
  - 16.6.5 the *permit* has never been extended; and
  - 16.6.6 the *permit* has not expired.
- 16.7 If a valid and subsisting *electrical permit* or *mechanical permit* is cancelled at the request of the applicant, the *Chief Building Official* may refund the application fees for such *permit* less an administration fee of 15%.

## **PART 17            OFFENCES**

### **Obstruction**

- 17.1 A person must not interfere with, delay, obstruct or impede a *building official* or *bylaw enforcement officer* or designate or other person lawfully authorized to enforce this bylaw in the performance of duties under this bylaw.

### **Violations**

- 17.2 Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.

### **Penalty**

- 17.3 Every *person* who commits an offence contrary to the provisions of this bylaw is liable on summary conviction to a penalty of not more than \$10,000.00 in addition to the costs of the prosecution.

### **Deemed Offence**

- 17.4 An *owner* is deemed to have knowledge of and be liable under this bylaw in respect of any *construction* on the parcel the *owner* owns and any change in the use, *occupancy* or both of a *building* or *structure* or part of a *building* or *structure* on that parcel.
- 17.5 Nothing in section 17.4 affects:
- 17.5.1 the *District's* right to require and the *owner's* obligation to obtain a *permit*; and
  - 17.5.2 the obligation of the *owner* to comply with this bylaw.

## Designation of Bylaw

- 17.6 This Bylaw is designated under section 264 of the Community Charter as a bylaw that may be enforced by means of a ticket in the form prescribed.

## Designation of Bylaw Enforcement Officer

- 17.7 *Building officials, bylaw enforcement officers, environmental protection officers* and members of the Royal Canadian Mounted Police are designated to enforce this bylaw by means of a ticket under section 264 of the Community Charter.

## Ticketing

- 17.8 Pursuant to Section 264(1)(c) of the Community Charter, the words or expressions set forth below in Column 1 of the table below designate the offence committed under the bylaw section numbers appearing in Column 2 opposite the respective words or expressions.
- 17.9 Pursuant to Section 265(1)(a) of the Community Charter, the fine amount set forth below in Column 3 of the table below is the fine amount that corresponds to the words or expressions and section number set out in Columns 1 and 2 opposite the fine amount:

COLUMN 1	COLUMN 2	COLUMN 3
DESIGNATED EXPRESSION	SECTION	FINE
		\$
Failure to comply with order by Chief Building Official	4.4	300
Construct building without permit	4.7.1	400
Change use without permit	4.7.2	200
Change occupancy without permit	4.7.2	200
Install commercial cooking facility without permit	4.7.3	300
Install or modify fire alarm or sprinkler without permit	4.7.4	200
Move building without permit	4.7.5	300
Demolish building without permit	4.7.6	500
Occupy new building without permit	4.7.7	400
Install, construct, repair or alter fireplace or wood-burning appliance without permit	4.7.8	200
Perform mechanical work without permit	4.7.9	300
Perform electrical work without permit	4.7.10	300
Failure to comply with conditions of permit	4.10	200
Carry out work contrary to regulations	4.26	300
Obstruct entry of inspector	4.29.1	200
Failure to have plans available at site	4.29.2	150
Failure to post permit on site	4.29.3	150
Failure to ensure work complies with permit or regulations	4.29.4	300
Do work at variance with accepted plans	4.29.5	300

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
<b>DESIGNATED EXPRESSION</b>	<b>SECTION</b>	<b>FINE</b>
Failure to manage sediment or erosion	4.29.6	300
Failure to ensure catch basin fitted with sediment trap	4.29.7	200
Failure to pay costs for damage to District property	4.29.9	300
Failure to post signage with required information	4.29.10	200
Failure to post signage that meets requirements	4.30	150
Failure to notify re. change in registered professional	4.31	200
Failure to suspend work when registered professional terminated	4.32	300
Failure to notify re. change of ownership or address	4.33	150
Failure to uncover work completed without inspection	4.35	200
Cause damage to District property or works	4.36	400
Failure to provide pest control report	4.40	150
Failure to install required erosion and sediment controls during demolition	4.41	300
Failure to clear debris from demolition site	4.42.1	200
Failure to separate gypsum from other debris	4.42.2	200
Failure to back-fill demolition site	4.42.3	200
Failure to make demolition site level	4.42.4	200
Failure to make demolition site stable from erosion	4.42.5	200
Failure to leave demolition site in tidy condition	4.42.6	200
Failure by constructor to comply with Building Code	4.46	300
Failure to secure site after Stop Work Order Notice posted	4.66	200
Carry out unauthorized work after Stop Work Order Notice posted	4.67	400
Failure to leave Stop Work Order Notice posted	4.68	200
Failure to cease occupancy when Do Not Occupy Notice posted	4.70	300
Failure to fill in excavation	5.20	200
Failure to obtain building review	5.24.3	200
Failure to obtain building review prior to concealing work	5.27	300
Occupying building with changed classification where no occupancy permit	5.29	300
Occupy temporary building for more than 1 year	5.32	200
Failure to remove temporary building	5.32	200
Failure to provide sanitary facilities or required amenities	5.34	200
Failure to keep sanitary facility in sanitary condition	5.34	150
Construct or repair pool without permit	8.1	300
Failure to enclose pool, spa or hot tub	8.2	200
Failure to install self-latching gate to pool	8.3	200
Failure to have locking cover on spa or hot tub	8.4	200
Failure to maintain required fence, gate or cover for pool, spa or hot tub	8.5	200
Construct or repair retaining wall without permit	9.1	200
Failure to obtain or submit to District registered professional design or field review for retaining wall	9.2	200

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
<b>DESIGNATED EXPRESSION</b>	<b>SECTION</b>	<b>FINE</b>
Excavation steeper than permitted	9.3	300
Deposit of fill material steeper than permitted	9.4	300
Relocate building without building permit	10.1	250
Failure to display address number per requirements	11.1	150
Address numbers smaller than required	11.4	150
Failure to number floors as required	11.5.1	150
Failure to comply with suite numbering requirements by skipping numbers between adjacent floors	11.5.2	150
Failure to number suites in increasing numerical sequence and clockwise fashion	11.5.3	150
Failure to arrange plumbing to suit location of connection to public sewer	12.7.3	200
Failure to obtain mechanical inspection	12.9	200
Failure to request mechanical inspection	12.14	200
Failure to connect drainage to municipal storm drainage system	12.16	400
Permit material transitions upstream of main shut off valve within perimeter of building foundation	12.19	200
Failure to ensure sanitary and storm sewer connections fitted with District standard inspection chamber at or near property line	12.20	300
Permit corrugated, perforated and unperforated plastic pipe to convey storm water	12.21	300
Permit connection of subsoil drainage system to drywell or rock pit without professional report accepted by Chief Building Official	12.22	300
Failure to include dual or duplex pumps in new storm water pump installation	12.24.1	300
Failure to include high level alarm audible within the premises for new storm water pump installation	12.24.2	200
Failure to grant section 219 covenant for storm water pump	12.25	200
Failure to include high level alarm audible within the premises for new sanitary pump installation	12.27	200
Failure to sprinkler mercantile, industrial, assembly, institutional, business, personal service or residential occupancy building or building in Fire Limits Area as required	12.31	300
Failure to sprinkler residential building up to four stories in height as required	12.32	300
Failure to sprinkler one- or two-family residential occupancy as required	12.33	300
Person who is not authorized performing gas work	12.38	300
Person who is not authorized performing electrical work	13.2	300
Interfere or obstruct enforcement of bylaw	17.1	300



## PART 18

## MISCELLANEOUS

### Severability

- 18.1 If a section, subsection, paragraph, subparagraph or phrase of this bylaw is for any reason declared invalid by a Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this bylaw.

### References

- 18.2 Any reference to Bylaw 7353, 2003 in any other District Bylaw is hereby deleted and replaced with a reference to this Bylaw 8271, 2017.

### Repeal

- 18.3 The District of North Vancouver Building Regulation Bylaw No. 7353, 2005 is repealed and all references in other District bylaws to District of North Vancouver Building Regulation Bylaw No. 7353 are hereby amended to refer to District of North Vancouver Construction Bylaw 8271, 2017.
- 18.4 The following bylaws are repealed:
- 18.4.1 The Electrical Bylaw No. 7464, 2004; and
  - 18.4.2 The Gas Bylaw No. 7465, 2004.

### Amendment of Other Bylaws

- 18.5 The *District's* Environmental Protection Bylaw 6515 is amended by inserting the following at the end of section 32:
- The security taken pursuant to this section may also be used by the District in accordance with section 5.7 of the Construction Bylaw 8271, 2017 and the security deposit taken pursuant to section 5.7 of the Construction Bylaw 8271, 2017 may be used by the District for this section 32.
- 18.6 The *District's* Tree Protection Bylaw 7671, 2012 is amended by inserting the following at the end of section 19:
- The security taken pursuant to this section may also be used by the District in accordance with section 5.7 of the Construction Bylaw 8271, 2017 and the security deposit taken pursuant to section 5.7 of the Construction Bylaw 8271, 2017 may be used by the District for this section 19.

### Appendices

- 18.7 Schedules A to C are attached to and form part of this bylaw.

## **Citation**

18.8 This bylaw may be cited for all purposes as the "**Construction Bylaw 8271, 2017**".

## **In Force**

18.9 This bylaw comes into force December 15, 2017.

**READ** a first time November 6<sup>th</sup>, 2017

**READ** a second time November 6<sup>th</sup>, 2017

**READ** a third time November 6<sup>th</sup>, 2017

## **ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## SCHEDULE A to BYLAW 8271 -VALUE OF WORK

### Residential

Construction	\$/Sq.M	\$/Sq.Ft.
Crawlspace	430.60	40.00
Unfinished Basement	753.50	70.00
Main Floor	1,668.40	155.00
Upper Floor	1,507.00	140.00
Additional Floors	1,507.00	140.00
Basement or space finishing	645.80	60.00
Basement with secondary suite	753.50	70.00
Additions	120%	120%
Garages	699.70	65.00
Carports	430.60	40.00
Verandas/Covered decks	538.20	50.00
Sundeck	430.60	40.00
Carport infill to create garage	322.90	30.00
Garage/carport infill to create living area	484.40	45.00
Sundeck enclosure to create living area	807.30	75.00
Detached Garages	861.10	80.00

### Demolition

Minor - less than or equal to 100 m <sup>2</sup>	\$5000.00
Major - greater than 100 m <sup>2</sup>	\$10,000.00

## SCHEDULE B to BYLAW 8271 - Application to Existing Buildings

The level of upgrading required for an existing *building* that is non-compliant with the current *Building Code* is illustrated in the table below. The upgrading is based on the aggregate project value of all *building permits* issued over the previous 24-month period immediately preceding the date of application of a proposed *building permit*, including the value of the proposed project, divided by the assessed value of the building, expressed as a percentage.

For the purpose of applying the table below, when voluntary upgrades for fire alarm systems, sprinkler systems, exits, accessibility, seismic work and building envelop are performed along with other alterations, additions and changes of major occupancy in existing buildings, the applicant may deduct the value of this work from the aggregate value of the project costs.

When considering what is an acceptable level to upgrade existing structures the *Chief Building Official* will be guided by the following table.

Ratio of Project Costs to Assessed Value %	Item to be Upgraded	Location of Upgrading			Notes for Upgrading Work
		Project Area	Public Areas	Entire Building	
Up to 25%	Exits (*)	X			Number, capacity and fire separations
Over 25% and up to 50%	Including item above				
	Alarms/detectors	X	X		
	Emergency Lights	X	X		
	Exits			X	
	Exits Lights & Signs		X	X	
	Flame Spread Rating			X	
Over 50% and up to 100%	Including all items above				
	Access to exits and means of egress	X	X	X	
	Alarms/detectors			X	
	Emergency Lights			X	
	Fire Fighting Access and Water Supply			X	
	Floor assemblies & supports	X			
	Spatial Separation	X			
Over 100% and up to	Including all items above				

200%	Access to Exits			X	Structural survey (defined below)
	Building structure			X	
	Flame Spread Rating			X	
	Occupancy Separation			X	
	Standpipes and Sprinklers			X	
	Provisions for Section 3.7	X			
	Washrooms	X			
Over200%	Including all items above				Structural analysis (defined below)
	Building Structure			X	
	Emergency Power & Lights			X	
	Floor assemblies & supports			X	
	High Rise requirements			X	
	Lightning Levels			X	
	Provisions for Section 3.7			X	
	Spatial Separation			X	
	STC requirements			X	
	Ventilation			X	
	Washrooms			X	

(\*) to public street

## Schedule B Definitions:

### Structural Survey

- 1) When alterations to an existing building do not include an addition and when the total cost of the intended work exceeds 100% but does not exceed 200% of the actual value of the building as determined by the British Columbia Assessment Authority, a structural survey of the existing building may be provided by a registered structural engineer instead of a structural analysis.
- 2) The Structural Survey required by section 1) must:
  - (a) describe the condition of all structural members and connections;
  - (b) document evidence of deterioration from physical damage, fire, weather or neglect;
  - (c) document evidence of foundation settlement or failure;
  - (d) include an evaluation of the building's expected stability with respect to minimum



design loads, forces and effects;

- (e) include an evaluation of the building in conformance with the NRC publication "Guidelines for Seismic Evaluation of Existing Buildings" dated December 1992;
  - (f) document the condition of all flashings, rain gutters, down pipes, chimneys, ornamentation, parapets and appurtenances; and
  - (g) indicate the weather protection ability of the roof and exterior cladding, and the extent of impermeability of the below ground structure, where present.
- 3) Sealed drawings which detail the structural upgrading work required as a result of the survey carried out under section 2) must be provided to the *Chief Building Official* by the *owner*.
  - 4) All structural work referred to in section 3) must be completed prior to final inspection and occupancy.

### **Structural Analysis**

- 1) A Structural Analysis of an existing *building* must be provided to the *Chief Building Official* by a registered structural *engineer* when:
  - (a) the total cost of the intended work exceeds 200% of the value of the *building* as determined by the British Columbia Assessment Authority; or
  - (b) the work includes an *addition* or *alteration* as determined by sections 3.5, 3.6 or 3.7 of this bylaw.
- 2) The Structural Analysis required by section 1) must:
  - (a) take into account the proposed *alterations* and the *building occupancy*;
  - (b) indicate the structural sufficiency of the *building* to safely resist all vertical and lateral loads, including wind and earthquake forces, and any construction loads that may be expected; and
  - (c) show the remedial works necessary to bring the *structure* up to the minimum standards required by Part 4 of the *Building Code*.
- 3) Sealed drawings which detail the structural upgrading work required as a result of the analysis carried out under section 2) must be provided to the *Chief Building Official* by the *owner*.
- 4) All structural work referred to in section 3) must be completed prior to final inspection and occupancy.

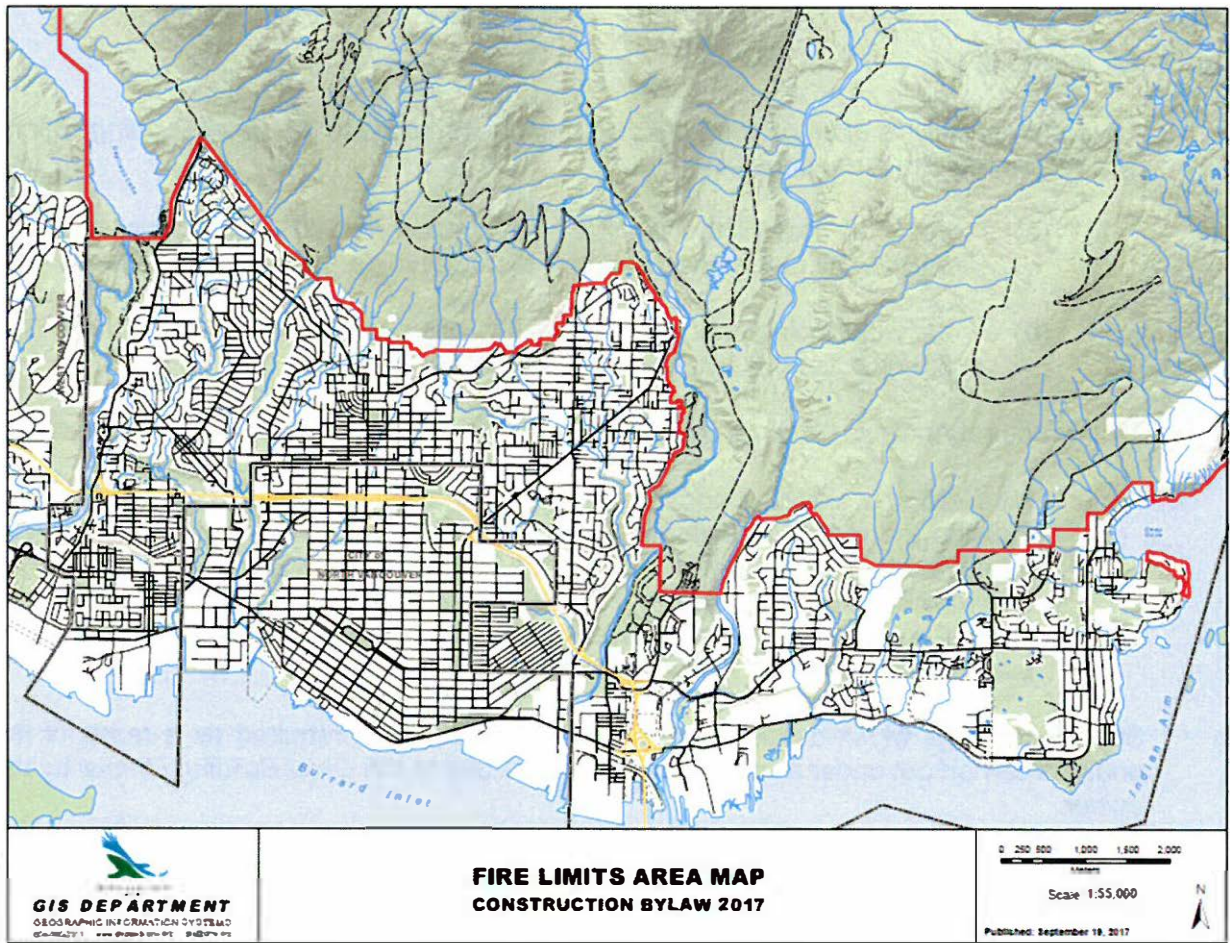
### **Voluntary Upgrade**

Where voluntary upgrades for fire alarm systems, sprinkler systems, exits, seismic work and building envelope are performed, it is not the intent of this bylaw to require the *owner* to further upgrade the *building* as detailed in section 3.5 to 3.7 of this bylaw.

## SCHEDULE C to BYLAW 8271 -FIRE LIMITS AREAS

The designated **Fire Limits Areas** are:

- 4700 and greater Blocks Prospect Rd
- 4900 greater Blocks Skyline
- 4300 and greater Blocks St Georges Ave
- 1500 and greater Blocks Lillooet Rd
- 4400 and greater Blocks Marion Rd
- 4500 and greater Blocks Lynn Valley Rd
- 2200 and greater Blocks Indian River Cres
- 2800 and greater Blocks Panorama Dr
- Eastridge Rd – even addresses only
- Any construction above the 1050ft elevation
- The areas designated as Woodlands, Sunshine and Cascades
- The area designated as Indian Arm, and
- All areas so designated on the attached plan



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

## **Bylaw 8272**

### **A bylaw for the Regulation of Radio Amplification**

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WHEREAS a need exists for certain buildings and structures to have internal communications infrastructure systems which support the uninterrupted operation of the District's fire services, law enforcement and other emergency services radio communications essential to public safety and emergency response;

AND WHEREAS building design which incorporates multiple levels of underground and/or high-rise occupancy, or construction materials including concrete, low-emissivity glass, metal studs and flooring, metal-coated insulation and other attenuating materials all contribute to the interruption of emergency services communications networks;

AND WHEREAS radio support and amplification systems within buildings or structures can overcome the interruption of emergency communications networks and are vital to the delivery of public safety and emergency services in the District;

NOW THEREFORE the Council of the District of North Vancouver, in open meeting assembled, enacts as follows:

#### **1. INTERPRETATION**

##### **Citation**

1.1 This bylaw may be cited as "**RADIO AMPLIFICATION BYLAW 8272, 2017**".

##### **Purpose and Application**

1.2 It is not contemplated nor intended that this bylaw will provide, nor will this bylaw be interpreted as:

- (a) providing protection to owners, builders, constructors or any other persons from economic loss;
- (b) for ensuring the compliance by any owner, agent of an owner or any employees, builders, constructors or designers retained by an owner, with the requirements of this bylaw;
- (c) providing a warranty to any person of design or workmanship or materials with respect to any building, structure or part thereof for which a permit or occupancy certificate is issued under this bylaw;
- (d) providing a warranty or assurance to any person that construction or installation undertaken pursuant to this bylaw is free from any defects, whether patent or latent.

- 1.3 This bylaw applies to:
- (a) the design, construction and occupancy of new buildings and structures; and
  - (b) the alteration, reconstruction or renovation of existing buildings which add more than 20% in gross floor area to an existing building or structure.
- 1.4 This bylaw does not apply to:
- (a) any single and two family dwelling;
  - (b) any building or structure constructed of wood frame and without metal cladding;
  - (c) any building less than 5,000 square metres; or
  - (d) any building or structure less than 12 metres in height to the top of the roof.
- 1.5 The owner of any building or structure referred to in section 1.3 above which is constructed using reinforced concrete or structural steel, metal cladding, studs and/or flooring, reflective or low-emissivity glass, or other attenuating materials, and which:
- (a) has a gross floor area of more than 5,000 square metres;
  - (b) is over 12 metres in height to the top of the roof;
  - (c) has more than 1,000 metres of basement floor space; or
  - (d) has a basement more than 10 metres below the lowest street level of the building

must install and maintain radio amplification systems which will function with the area-wide public safety communications service provider to support uninterrupted radio network communications for public safety and emergency responders within the District.

## Definitions

- 1.6 In the absence of specific definition in section 1.7, the words used in this bylaw have the meaning, if any, given to them by definition in the *Community Charter*, S.B.C. 2003 c. 26, as amended or replaced.
- 1.7 In this Bylaw, unless the context otherwise requires:
- “agent of an owner” includes a person, firm or corporation representing the owner by designation or contract and includes a hired tradesman or contractor for the owner;
- “building” means a structure or portion thereof, which is used or intended to be used for supporting or sheltering any use or occupancy;
- “Building Code” means the current edition of the British Columbia Building Code as adopted by the Minister responsible under provincial legislation, as amended, re-enacted or repealed and replaced from time to time;

“building official” means the Chief Building Official and the building inspectors, plan checkers, plumbing inspectors, mechanical inspectors and electrical inspectors designated or appointed by the District;

“Chief Building Official” means the person designated or appointed to that position by the District and any person named by the Council to act in place of the Chief Building Official;

“construct” or “construction” includes build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, with respect to a building or structure;

“Council” means the elected council of the District;

“District” means the Corporation of the District of North Vancouver;

“E-Comm” means Emergency Communications for Southwest British Columbia Incorporated and all the features and functions of the trunked public safety radio telecommunications systems, including microwave and VHF/UHF radio systems, provided by E-Comm to fire services, law enforcement and other emergency services;

“Fire Chief” means the person appointed to that position by the District and any person named by the Council to act in place of the Fire Chief;

“occupancy permit” means an occupancy permit issued by the District pursuant to the Construction Bylaw 8271, 2017;

“owner” means the person who is the owner as defined in the Building Code or an agent of that person;

“permit” means a permit issued to authorize construction regulated by the Construction Bylaw 8271, 2017, including a building permit, electrical permit, mechanical permit or occupancy permit as those terms are defined in the Construction Bylaw 8271, 2017.

“shadowed area” means an area that is subject to attenuation or obstruction of radio signals to or from the areas as a result of the interposition of all or any part of the building or structure in the radio signal path (line of sight) between the area and the transmitting/receiving site of the area-wide public safety communications service provider.

## **2. GENERAL PROHIBITIONS**

### **Adequate Radio Coverage**

- 2.1 Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20% in square footage to any building or structure or any part thereof, or cause the same to be done, which fails to support adequate radio coverage for the area-wide public safety communications service provider, including but not limited to fire services and law enforcement personnel.



- 2.2 For the purpose of section 2.1, "adequate radio coverage" means system access and "Delivered Audio Quality" (DAQ) of 3.4 or better (speech understandable with repetition rarely, some noise or distortion may be present) for communication between a portable (handheld) radio using a simple flexible whip antenna and both the area-wide public safety communications service provider and the District radio communications network(s) transmitting/receiving sites:
- (a) within the building, for a minimum of 90% of the area of each floor of the building, including underground areas such as for parking;
  - (b) within the building, for 100% of fire command centres, stairwells, protect-in-place areas, lobby refuge areas, equipment rooms and high-hazard areas; and
  - (c) in areas that are in the Shadow Area of the building, in 90% of all areas where DAQ 3.4 could be achieved before the erection, construction or modification of the building or structure.

As an aid to system design, DAQ 3.4 has been measured by NTIA (U.S. Department of Commerce, National Telecommunications and Information Administration) to be approximately equivalent to 22 dB SINAD (Signal-to-Noise And Distortion ratio) for analogue signals modulated with a 1 kHz tone at 1.5 kHz deviation, and to 2% BER (Bit Error Rate) for P25 digital signals. It may also be approximately equivalent to a received signal level of -95 dBm in the absence of other signals that may affect the receiver. Good design should provide a margin of not less than 10 dB to allow for uncontrolled variables. Based on the foregoing, the design target for indoor coverage should be -85 dBm.

- 2.3 The radio frequency ranges to be supported are any frequencies used by the area-wide public safety communications service provider. If signal amplifiers are used, they must include filters that will protect the amplifiers from overload and the system from interference by out-of-band signals.
- 2.4 In the event that active amplification is required to meet the foregoing communication quality requirements in the building including Shadowed Area of the building, coordination with the public safety communications service provider and the District's communications network provider is required to ensure that its outdoor radio communication performance is not degraded. Where a decision must be made regarding the maintenance of either service provider's outdoor radio communication performance and restoration of signal strength in the building and Shadowed Area, the trade-off decision shall be made by the public safety communications service provider(s) and communicated to the Fire Chief and Officer in Charge of the North Vancouver RCMP detachment by the building owner.

### **Amplification Systems Allowed**

- 2.5 Where a building or structure is required to provide an Amplification System to achieve adequate radio communication coverage, such system must include any of the following that are sufficient to achieve the required coverage:
- (a) passive antenna systems or radiating cable systems;
  - (b) distributed antenna systems with uni-directional or bi-directional amplifiers (BDAs) as needed;

- (c) voting receiver systems; or
  - (d) any other system accepted and approved by the Fire Chief and Police Chief, as signified in writing on a case by case basis.
- 2.6 If any part of the installed Amplification System contains an electrically powered component, the system must be equipped to operate on an independent "Uninterruptible Power Supply" (UPS), using a battery and/or generator system, for a period of at least four (4) hours without external input or maintenance. All amplifiers and electronics required by the system must be protected by NEMA type 4 enclosures with physical security. The UPS must automatically charge the batteries in the presence of external power. The UPS must provide a monitored alarm signal to indicate failure of primary power, failure of the UPS system power output, and/or discharge of the batteries. Silencing of this alarm is the responsibility of the person maintaining the equipment.
- 2.7 A system summary alarm, consisting of a relay contact closure or equivalent, must be provided to the building fire panel via a hard wired connection.
- 2.8 Radio equipment must only be selected from the ISED Radio Equipment List and all active systems must be licensed by the federal regulator, Innovation, Science & Economic Development Canada (ISED), and must comply with the applicable Standard Radio Systems Plan (SRSP). Any license required must be renewed annually by the building owner and the cost of the licensing borne solely by the building owner.

### **3. PROCEDURES TO VERIFY AND MAINTAIN COMPLIANCE**

- 3.1 Tests and measurements to verify and maintain compliance must be made at the sole expense of the building owner. The procedures used must be developed by the owner, subject to acceptance by the Fire Chief, and in compliance with the following guidelines:

#### **(a) Acceptance Test Procedure**

- 3.1.1 Acceptance tests and measurements must be performed after completion of installation of the Amplification System. Tests must be performed using radio frequencies assigned to the area-wide public safety communications service provider and the District, after proper coordination with an agent for that system and with the Fire Chief.
- 3.1.2 If queuing occurs on the radio system while testing is underway, testing must be terminated immediately and resumed only when traffic levels on the system reach a level where queuing no longer occurs.
- 3.1.3 For all tests, a pre-defined "Harvard" sentence should be used, such that the listeners are not aware of the sentence in advance on each test. A different recorded sentence should be used at each location.

- 3.1.4 Where the Shadowed Area or the floor plate area of a building is greater than 4,500 m<sup>2</sup>, the area must be divided into a uniform grid of not more than 15 m on a side, or if the floor area is smaller than 4,500 m<sup>2</sup>, it shall be divided into a uniform grid of approximately 20 equal areas to a minimum of 9 m<sup>2</sup>, and measurements shall be taken in each grid area. The size of the grids must also be reduced, or the number of grids increased, upon recommendation of the Fire Chief or building official in areas where special construction or other obstruction may significantly affect communications. Tests must also be performed in fire command centres, stairwells, protect-in-place areas, lobby refuge areas, equipment rooms, and high-hazard areas.
- 3.1.5 Tests must first be made using a portable (handheld) radio of the type used by the District's Fire or Police service personnel, carried at chest level and using a simple flexible antenna, and will be deemed satisfactory if DAQ 3.4 or better (speech understandable with repetition only rarely, some noise or distortion may be present) can be achieved for a five-second test transmission in each direction. If system access is not reliable, or if DAQ 3.4 for five seconds cannot be achieved at any location, the test operator may move a maximum of 1.5m in any direction inside of the grid and repeat the test. If system access continues to be unreliable, or if DAQ 3.4 still cannot be achieved, or if there is any doubt about whether it can be achieved, a failure shall be recorded for that location.
- 3.1.6 A maximum of two (2) non-adjacent grid areas on a floor or in a shadow will be allowed to fail the test. In the event that three (3) or more areas on a floor or in a shadow fail the test, the floor or Shadowed Area may be divided into 40 approximately equal areas to a minimum of 4 m<sup>2</sup>, and the tests repeated. In such event, a maximum of four (4) non-adjacent grid areas will be allowed to fail the test. If the Amplification System fails the 40-area test, the building owner shall have the system altered to meet the 90% coverage requirement, otherwise the Amplification System will not be accepted.
- 3.1.7 If the Amplification System fails to provide acceptable communication in any fire command centre, portion of a stairwell, protect-in-place areas, lobby refuge areas, equipment rooms, or high-hazard areas, the building owner must have the system altered to meet the 100% coverage requirement for these areas, otherwise the Amplification System will not be accepted.
- 3.1.8 Backup batteries and power supplies must be tested under full load by generating communication traffic automatically for a duration of at least one (1) hour. If within this period the battery shows any symptom of failure or impending failure, the test shall be continued for additional one-hour periods to determine the integrity of the battery. The battery must not fail within a four (4) hour continuous test period.
- 3.1.9 Backup batteries and power supplies must be tested under full load by generating communication traffic automatically for a duration of at least one (1) hour. If within this period the battery shows any symptom of failure or impending failure, the test shall be continued for additional one-hour periods to determine the integrity of the battery. The battery must not fail within a four (4) hour continuous test period.

- 3.1.10 The gain values of all amplifiers must be measured, using a service monitor that has been calibrated by a certified laboratory within the past 12 months, and the results must be kept on file by the building owner for future verification and monitoring of performance. The gain records file must have multiple back-ups and be stored in more than one location.

**(b) Annual Tests**

- 3.1.11 At least annually, the building owner must test all active components of the Amplification System, including but not limited to amplifiers, power supplies and back-up batteries, and must keep a record of such tests as part of the Fire Safety Plan for inspection by the Fire Chief or a building official. Amplifier gain must be adjusted if necessary to re-establish the gain recorded upon acceptance testing, and batteries and power supplies must be tested under full load by generating communication traffic for a period of at least one (1) hour to verify that they will function properly during a power outage.
- 3.1.12 Additional tests or inspection of records may be conducted from time to time by the Fire Service at the discretion of the Fire Chief, after giving reasonable notice to the building owner. If communications within the building or within the Shadowed Area appear to have degraded, or if the tests show unacceptable communications performance, the owner of the building or structure is required to remedy the problem and restore the Amplification System in a manner consistent with the original acceptance criteria, unless the owner can demonstrate conclusively that the degradation is solely the result of external changes not under his or her control.

**(c) Qualifications of Testing Personnel and Test (Measurement) Equipment**

- 3.1.13 Tests must be performed by or under the direct supervision of a professional engineer registered in the Province of British Columbia and qualified in radio communications. Test reports must bear the seal of the engineer.
- 3.1.14 Portable radios used must be of a size and type as may be in use by the District Fire and Police services at the time and programmed to operate on an analogue test channel and on a digital test band channel as designated by the Fire Chief. SINAD, BER and signal strength measurements must be made using appropriate instrumentation acceptable to the Fire Chief and/or Officer in Charge of the North Vancouver RCMP detachment. Radios and measurement equipment must have been tested for conformance to design specifications within twelve months prior to the conduct of Amplification System acceptance tests or re-tests.

**4. PERMIT AND OCCUPANCY CONDITIONS**

- 4.1 A permit or occupancy permit will not be issued for any building or structure until the requirements of this bylaw have been met to the satisfaction of the Fire Chief.

## **5. RIGHT OF ENTRY**

- 5.1 Every owner or occupant of a building must, at all reasonable times, permit building official or Fire Chief (or their designates) to enter into and inspect any building or structure to ascertain whether the regulations and provisions of this bylaw are being obeyed and any person who refuses entry shall be in violation of this bylaw and shall be liable to the penalties hereby imposed.

## **6. DEEMED NUISANCE**

- 6.1 The construction or erection of a building or structure which interferes with the District's fire services, law enforcement or other emergency related telecommunications networks shall constitute a nuisance because it threatens the health, safety and welfare of the residents and visitors to the District of North Vancouver. In addition to any other remedies or enforcement procedures provided herein, the District may seek an injunction to restrain such a nuisance.

## **7. OFFENCES AND PENALTIES**

- 7.1 Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.

### **Enforcement by Ticket**

- 7.2 This bylaw is designated pursuant to section 264 of the Community Charter as a bylaw that may be enforced by means of a ticket in the form prescribed.

### **Bylaw Enforcement Officers**

- 7.3 Bylaw Enforcement Officers are designated to enforce this bylaw by means of a ticket pursuant to section 264 of the Community Charter.

### **Ticketing**

- 7.4 The words or expressions listed below in the "Designated Expression" column are authorized to be used on a ticket issued pursuant to section 264 of the Community Charter to designate an offence against the respective section of this bylaw appearing opposite in the "Section" column. The amounts appearing in the "Fine" column below are the fines set pursuant to section 264 of the Community Charter for contravention of the respective section of this bylaw appearing opposite in the "Section" column.



COLUMN 1	COLUMN 2	COLUMN 3
DESIGNATED EXPRESSION	SECTION	FINE
		\$
Erect, construct, change use or add to building without adequate radio coverage	2.1	200
Failure to permit entry of inspector	5.1	200

**READ** a first time November 6<sup>th</sup>, 2017

**READ** a second time November 6<sup>th</sup>, 2017

**READ** a third time November 6<sup>th</sup>, 2017

**THIRD READING** rescinded on December 4, 2017

**READ** a third time as amended December 4, 2017

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

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

## **Bylaw 8273**

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

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

### **1. Citation**

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1365 (Bylaw 8273)”.

### **2. Amendments**

The District of North Vancouver Zoning Bylaw 3210, 1965 is amended by:

- (a) deleting subsection (d) of section 4B88-5; and
- (b) deleting section 4C03 in its entirety;
- (c) deleting subsection (iii) of section 502.2.

**READ** a first time November 6<sup>th</sup>, 2017

**PUBLIC HEARING** held November 21<sup>st</sup>, 2017

**READ** a second time December 4, 2017

**READ** a third time December 4, 2017

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

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## The Corporation of the District of North Vancouver

### Bylaw 8274

A bylaw to amend the Bylaw Notice Enforcement Bylaw 7458, 2004

The Council for The Corporation of The District of North Vancouver enacts the following:

#### **Citation**

1. This bylaw may be cited as "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8274, 2017 (Amendment 32)".

#### **Amendments**

2. Schedule A to Bylaw 7458 is amended by deleting all offences from the Building Regulation Bylaw No. 7353 (2003) section and substituting the following in the appropriate alphabetical location in the table:

Bylaw Section	Description	A1 Penalty Amount (\$)	A2 Discounted Penalty (within 14 days) (\$)	A3 Late Payment (after 28 days) (\$)	A4 Compliance Agreement Available	A5 Compliance Agreement Discount (\$)
<b>The following fines apply to the contraventions below:</b>						
<b>Construction Bylaw 8271, 2017</b>						
4.4	Failure to comply with order by Chief Building Official	300	225	450	NO	N/A
4.7.1	Construct building without permit	400	300	600	NO	N/A
4.7.2	Change use without permit	200	150	300	NO	N/A
4.7.2	Change occupancy without permit	200	150	300	NO	N/A
4.7.3	Install commercial cooking facility without permit	300	225	450	NO	N/A
4.7.4	Install or modify fire alarm or sprinkler without permit	200	150	300	NO	N/A
4.7.5	Move building without permit	300	225	450	NO	N/A
4.7.6	Demolish building without permit	500	375	750	NO	N/A
4.7.7	Occupy new building without permit	400	300	600	NO	N/A
4.7.8	Install, construct, repair or alter fireplace or wood-burning appliance without permit	200	150	300	NO	N/A
4.7.9	Carry out mechanical work without permit	300	225	450	NO	N/A
4.7.10	Carry out electrical work without permit	300	225	450	NO	N/A
4.10	Failure to comply with conditions of permit	200	150	300	NO	N/A
4.26	Carry out work contrary to regulations	300	225	450	NO	N/A
4.29.1	Failure to allow inspector to enter	200	150	300	NO	N/A
4.29.2	Failure to have plans available at site	150	115	225	NO	N/A
4.29.3	Failure to post permit on site	150	115	225	NO	N/A
4.29.4	Failure to ensure work complies with permit or regulations	300	225	450	NO	N/A
4.29.5	Do work at variance with accepted plans	300	225	450		
4.29.6	Failure to manage sediment or erosion	300	225	450	NO	N/A
4.29.7	Failure to ensure catch basin fitted with sediment trap	200	150	300	NO	N/A
4.29.9	Failure to pay costs for damage to District property	300	225	450	NO	N/A
4.29.10	Failure to post signage with required information	200	150	300	NO	N/A



Bylaw Section	Description	A1	A2	A3	A4	A5
		Penalty Amount	Discounted Penalty (within 14 days)	Late Payment (after 28 days)	Compliance Agreement Available	Compliance Agreement Discount
	The following fines apply to the contraventions below:	(\$)	(\$)	(\$)		(\$)
4.30	Failure to post signage that meets requirements	150	115	225	NO	N/A
4.31	Failure to notify re. change in registered professional	200	150	300	NO	N/A
4.32	Failure to suspend work when registered professional terminated	300	225	450	NO	N/A
4.33	Failure to notify re. change of ownership or address	150	115	225	NO	N/A
4.35	Failure to uncover work completed without inspection	200	150	300	NO	N/A
4.36	Cause damage to District property or works	400	300	600	NO	N/A
4.40	Failure to provide pest control report	150	115	225	NO	N/A
4.41	Failure to install required erosion and sediment controls during demolition	300	225	450	NO	N/A
4.42.1	Failure to clear debris from demolition site	200	150	300	NO	N/A
4.42.2	Failure to separate gypsum from other debris	200	150	300	NO	N/A
4.42.3	Failure to back-fill demolition site	200	150	300	NO	N/A
4.42.4	Failure to make demolition site level	200	150	300	NO	N/A
4.42.5	Failure to make demolition site stable from erosion	200	150	300	NO	N/A
4.42.6	Failure to leave demolition site in tidy condition	200	150	300	NO	N/A
4.46	Failure by constructor to comply with Building Code	300	225	450	NO	N/A
4.66	Failure to secure site after Stop Work Order Notice posted	200	150	300	NO	N/A
4.67	Carry out unauthorized work after Stop Work Order Notice posted	400	300	600	NO	N/A
4.68	Failure to leave Stop Work Order Notice posted	200	150	300	NO	N/A
4.70	Failure to cease occupancy when Do Not Occupy Notice posted	300	225	450	NO	N/A
5.20	Failure to fill in excavation	200	150	300	NO	N/A
5.24.3	Failure to obtain building review	200	150	300	NO	N/A
5.27	Failure to obtain building review prior to concealing work	300	225	450	NO	N/A
5.29	Occupying building with changed classification where no occupancy permit	300	225	450	NO	N/A
5.32	Occupy temporary building for more than 1 year	200	150	300	NO	N/A
5.32	Failure to remove temporary building	200	150	300	NO	N/A
5.34	Failure to provide sanitary facilities or required amenities	200	150	300	NO	N/A
5.34	Failure to keep sanitary facility in sanitary condition	150	115	225	NO	N/A
8.1	Construct or repair pool without permit	300	225	450	NO	N/A
8.2	Failure to enclose pool, spa or hot tub	200	150	300	NO	N/A
8.3	Failure to install self-latching gate to pool	200	150	300	NO	N/A
8.4	Failure to have locking cover on spa or hot tub	200	150	300	NO	N/A
8.5	Failure to maintain required fence, gate or cover for pool, spa or hot tub	200	150	300	NO	N/A
9.1	Construct or repair retaining wall without permit	200	150	300	NO	N/A
9.2	Failure to obtain or submit to District registered professional design or field review for retaining wall	200	150	300	NO	N/A
9.3	Excavation steeper than permitted	300	225	450	NO	N/A

Bylaw Section	Description	A1	A2	A3	A4	A5
		Penalty Amount (\$)	Discounted Penalty (within 14 days) (\$)	Late Payment (after 28 days) (\$)	Compliance Agreement Available	Compliance Agreement Discount (\$)
	The following fines apply to the contraventions below:					
9.4	Deposit of fill material steeper than permitted	300	225	450	NO	N/A
10.1	Relocate building without building permit	250	190	375	NO	N/A
11.1	Failure to display address number per requirements	150	115	225	NO	N/A
11.4	Address numbers smaller than required	150	115	225	NO	N/A
11.5.1	Failure to number floors as required	150	115	225		
11.5.2	Failure to comply with suite numbering requirements by skipping numbers between adjacent floors	150	115	225	NO	N/A
11.5.3	Failure to number suites in increasing numerical sequence and clockwise fashion	150	115	225	NO	N/A
12.7.3	Failure to arrange plumbing to suit location of connection to public sewer	200	150	300	NO	N/A
12.9	Failure to obtain mechanical inspection	200	150	300	NO	N/A
12.14	Failure to request mechanical inspection	200	150	300	NO	N/A
12.16	Failure to connect drainage to municipal storm drainage system	400	300	600	NO	N/A
12.19	Permit material transitions upstream of main shut off valve within perimeter of building foundation	200	150	300	NO	N/A
12.20	Failure to ensure sanitary and storm sewer connections fitted with District standard inspection chamber at or near property line	300	225	450	NO	N/A
12.21	Permit corrugated, perforated and unperforated plastic pipe to convey storm water	300	225	450	NO	N/A
12.22	Permit connection of subsoil drainage system to drywell or rock pit without professional report accepted by Chief Building Official	300	225	450	NO	N/A
12.24.1	Failure to include dual or duplex pumps in new storm water pump installation	300	225	450	NO	N/A
12.24.2	Failure to include high level alarm audible within the premises for new storm water pump installation	200	150	300	NO	N/A
12.25	Failure to grant section 219 covenant for storm water pump	200	150	300	NO	N/A
12.27	Failure to include high level alarm audible within the premises for new sanitary pump installation	200	150	300	NO	N/A
12.31	Failure to sprinkler mercantile, industrial, assembly, institutional, business, personal service or residential occupancy building or building in Fire Limits Area as required	300	225	450	NO	N/A
12.32	Failure to sprinkler residential building up to four stories in height as required	300	225	450	NO	N/A
12.33	Failure to sprinkler one- or two-family residential occupancy as required	300	225	450	NO	N/A
12.38	Person who is not authorized performing gas work	300	225	450	NO	N/A
13.2	Person who is not authorized performing electrical work	300	225	450	NO	N/A
17.1	Interfere or obstruct enforcement of bylaw	300	225	450	NO	N/A

3. Schedule A to Bylaw 7458 is amended by adding, in alphabetical order, the following new section for offences against the Radio Amplifier Bylaw 8272:

Bylaw Section	Description	A1	A2	A3	A4	A5
		Penalty Amount	Discounted Penalty (within 14 days)	Late Payment (after 28 days)	Compliance Agreement Available	Compliance Agreement Discount
		(\$)	(\$)	(\$)		(\$)
Radio Amplification Bylaw 8272, 2017						
2.1	Erect, construct, change use or add to building without adequate radio coverage	300	225	450	NO	N/A
2.6	Failure to install amplification system that meets guidelines	300	225	450	NO	N/A
5.1	Failure to permit entry of inspector	300	225	450	NO	N/A

**READ** a first time November 6<sup>th</sup>, 2017

**READ** a second time November 6<sup>th</sup>, 2017

**READ** a third time November 6<sup>th</sup>, 2017

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

## **DISTRICT OF NORTH VANCOUVER PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, November 21, 2017 commencing at 7:04 p.m.

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

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

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

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### **District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8273)**

#### *Purpose of Bylaw:*

The Zoning Bylaw currently permits a modest increase in floorspace for enhanced energy performance in buildings. The Provincial government has enacted the Building Act and BC Energy Step Code in an effort to standardize building regulations across the Province. As a result, local regulations that deal with matters addressed in the BC Building Code, such as the District's Density Bonus for Energy Performance contained in its Zoning Bylaw, will have no effect after December 15, 2017. This bylaw proposes to delete the Density Bonus for Energy Performance provisions from the Zoning Bylaw.

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

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

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;

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

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

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

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

Mr. James Gordon, Manager – Administrative Services, introduced the proposed Bylaw, stating that the Zoning Bylaw currently permits a modest increase in floorspace for enhanced energy performance in buildings. The Provincial government has enacted the *Building Act* and BC Energy Step Code in an effort to standardize building regulations across the Province. As a result, local regulations that deal with matters addressed in the BC Building Code, such as the District's Density Bonus for Energy Performance contained in its Zoning Bylaw, will have no effect after December 15, 2017. This bylaw proposes to delete the Density Bonus for Energy Performance provisions from the Zoning Bylaw.

## **3. PRESENTATION BY STAFF**

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

Mr. Dwyer advised that:

- The District adopted a Green Building Strategy in 2010 which included policy and bylaw changes;
- Section 4C03 was added to the Zoning Bylaw in February 2011;
- Section 4C03 contained modest density bonus incentives for increased energy performance in buildings;
- The Province enacted the *Building Act* in March 2015 which set the Province as the sole authority to regulate building matters (such as energy performance) with any local requirements having no effect after December 15, 2017;
- Knowing that various municipalities had developed their own measures to promote greener buildings the Province introduced the BC Energy Step Code;
- The Step Code is a series of incrementally increasing energy performance steps that municipalities can adopt to require higher performing buildings and replace individual Green Building Strategies;



- The Province's objective, through the Step Code, is for all new buildings to be Net Zero Ready by 2032;
- The Province has divided the steps in to Lower Steps and Upper Steps, recommending that municipalities adopting the Step Code start with the lower steps;
- Council has endorsed an approach to implement the Step Code from July 1, 2018 as follows:
  - Part 9 Residential buildings to meet Step 3;
  - Part 3 Residential buildings to meet Step 2 (Step 3 where rezoning required); and,
  - Part 3 Commercial buildings to meet Step 1 from July 1, 2018;
- By implementing the Step Code the District will be requiring more energy efficient buildings and helping to achieve the District's GHG reduction targets (33% by 2030);
- The proposed amendments to the Zoning Bylaw are:
  - Deletion of section 4C03; and,
  - The deletion of both subsection (iii) of section 502.2 and subsection (d) of section 4B88-5.

#### 4. REPRESENTATIONS FROM THE PUBLIC

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

- Questioned the need for a Public Hearing as municipalities will no longer be able to set higher standards than the BC Building Code and any local building requirements will be invalid as of December 15, 2017;
- Expressed concern regarding the addition to applicable fees and charges required under the bylaw; and,
- Queried how *BC Building Act* regulations will impact housing costs.

#### 6. COUNCIL RESOLUTION

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HANSON**

THAT the November 21, 2017 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1354 (Bylaw 8273)" be returned to Council for further consideration;

**CARRIED**  
(7:15 p.m.)

**CERTIFIED CORRECT:**



Confidential Council Clerk

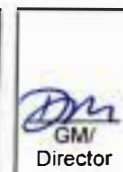
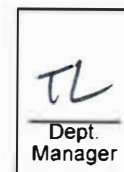
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**Budget Discussion: Introduction of Financial Plan Workbook**

Material to be circulated on table

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: December 11, 2017
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 23, 2017  
File: 10.5040.20/019.000

**AUTHOR:** Angele Clarke, Community Planner

**SUBJECT:** Standards of Maintenance for Residential Rental Properties

### RECOMMENDATION:

THAT Staff be directed to prepare bylaws to amend the Standards of Maintenance Bylaw 6917, and related bylaws in order to:

- a. increase the maximum penalty from \$2,000 to \$10,000 upon summary conviction;
- b. increase the fines for which a Municipal Ticket Information (MTI) or Bylaw Notice may be issued; and
- c. introduce 'notice to comply' and appeal provisions.

### REASON FOR REPORT:

Updating the enforcement provisions of the Standards of Maintenance Bylaw was discussed during the development and subsequent approval of the District's Rental and Affordable Housing Strategy (the 'Strategy') in November of 2016. The Strategy includes a policy that "encourages the maintenance of purpose-built rental to the end of its economic life, and ensuring the appropriate enforcement of the Standards of Maintenance Bylaw, in consideration of other policies". Other policies in the Strategy accommodate the replacement of existing rental housing on a case-by-case basis under certain conditions (e.g. building condition assessments, similar or improved affordability, and tenant relocation assistance). This report provides an overview of various recommended changes to the Standards of Maintenance Bylaw to help with its enforceability.

### SUMMARY:

The District's Standards of Maintenance Bylaw 6917 prescribes standards for the maintenance of certain residential rental premises within the District. This report recommends increasing the penalties for failing to comply with these bylaw standards, and that notice to comply and appeal provisions be added. Staff also notes that other housekeeping matters may need to be addressed at the same time.



**BACKGROUND:**

**Existing Policy**

The District adopted a Standards of Maintenance Bylaw in 1997 (Attachment A). The bylaw details the general maintenance standards that are required on residential rental premises, and includes offense, penalty, and administrative provisions.

**Enabling Legislation**

In response to concerns from tenants of unsafe and unhealthy accommodations, and local governments' expressed desire for tools to maintain their "affordable" housing stock and protect it from premature demolition, the Provincial Government amended provincial legislation (former *Municipal Act*) in 1994. Among other things, these legislative amendments enable local governments to adopt bylaws that establish maintenance standards for apartment buildings, secondary suites, houses, and condominiums, which are rented to people.

Local government's authority to adopt a Standards of Maintenance Bylaw is found in the *Community Charter* (Sec. 8 (3) (g) and Sec. 63 (f)). These provisions enable local governments to regulate, prohibit, and impose requirements for the protection of persons and property. Specifically, this authority may be exercised for:

- a) rental units (living accommodation rented or intended to be rented to a tenant), and
- b) residential property (a building and parcel with a rental unit, the rental unit and common property, and other structures),

that are subject to a tenancy agreement, but cannot be used to establish standards that exceed the Provincial building regulations (e.g. BC Building Code).

As defined in the *Residential Tenancy Act*, a tenancy agreement means "an agreement, whether written or oral, expressed or implied, between a landlord and tenant respecting possession of a rental unit, use of common property and services and facilities, and includes a license to occupy a rental unit."

**ANALYSIS:**

**Limitations**

The Standards of Maintenance Bylaw is administered in the context of related District bylaws and municipal powers. For example, the Nuisance Abatement Bylaw establishes community standards for a variety of nuisances, disturbances, and other objectionable situations, while the Building Bylaw (and proposed Construction Bylaw) ensure minimum BC Building Code and related safety standards are achieved with new construction, alteration or addition to buildings and structures. However, the BC Building Code does not include maintenance standards. Therefore, the resolution of a complaint may result in improved living conditions, but it may not achieve current BC Building Code standards.

The *Residential Tenancy Act* spells out both tenants' and landlords' responsibilities for dealing with regular and emergency repairs. The standards established in a Standards of Maintenance Bylaw do not replace a landlord's obligations under the *Residential Tenancy Act* to provide

and maintain a residential property in an adequate state of repair, or a tenant's obligations under that Act to maintain healthy, clean, and sanitary conditions, and repair damage caused by their actions or neglect. Tenants who believe a repair is required should therefore first ask the landlord to make the repair and may follow the provincial dispute resolution system should the landlord fail to act in a timely way. Should a tenant damage the rental property, the landlord can also apply through the provincial dispute resolution system for a determination and compensation.

Following the dispute resolution system of the *Residential Tenancy Act* is recommended because Standards of Maintenance Bylaws lack a number of provisions that are fundamental to the administration of the *Residential Tenancy Act*, including a system of landlord-tenant dispute resolution; methods to resolve the use of, or return of, damage deposits; rules for ending tenancies; and compensation. Consequently, local governments should use their powers to establish and enforce maintenance standards judiciously.

There is a variety of residential accommodations not regulated under the *Residential Tenancy Act*, and therefore likely not within a local government's power to set standards for, including, but not necessarily limited to:

- not for profit cooperative housing,
- housing managed by an educational institution for students or employees,
- living accommodations shared with the owner (e.g. boarders),
- vacation or travel accommodation,
- emergency shelter or transitional housing,
- community care facilities,
- public or private hospitals,
- health facilities, observation units, or psychiatric units, or
- rehabilitative care or therapeutic treatment facilities.

The enforcement of standards may compel a landlord to correct an unsafe or unhealthy condition. However, correcting those conditions may necessitate the relocation of the tenant while the repair or renovation is completed. Tenant notice provisions are found in the *Residential Tenancy Act* for such circumstances. The District's ability to address related tenant relocation impacts is limited to voluntary negotiations as part a rezoning process.

### Penalties and Enforcement

Complaints to the District related to the Standards of Maintenance Bylaw are relatively infrequent. The District responded to fifteen Standards of Maintenance complaints between January 1, 2011 and November 23, 2017. Table 1 lists the number of complaints received each year from 2011 to 2017.

There are certain penalties found in the Standards of Maintenance Bylaw, as well as related enforcement tools, which can be used by local governments to punish offenders and protect persons and property:

TABLE 1	
YEAR	NUMBER OF COMPLAINTS
2011	0
2012	0
2013	0
2014	4
2015	7
2016	3
2017	1

- **The Offence Act** (s. 2) provides that an offence created by a bylaw is punishable by way of summary conviction. This necessitates the swearing of a long-form “information” before a Justice of the Peace in accordance with the *Offence Act*. The Courts may as part of a conviction recover costs, impose a fine, and make an order for the offender to take any action the court considers appropriate to remedy the harm. The *Community Charter* enables local governments to establish a maximum fine of up to \$10,000. Staff recommend that the Standards of Maintenance Bylaw be amended to increase the maximum fine to \$10,000, consistent with the *Community Charter*.
- **Ticketing.** There are a number of Municipal Ticket Information (MTI) offenses defined in the Standards of Maintenance Bylaw that can result in a fine between \$50 and \$200. Staff recommend that these amounts be increased to encourage compliance. Furthermore, staff also intend to explore the introduction of these same offenses to the Bylaw Notice Enforcement Bylaw, as the Bylaw Notice dispute resolution system under the *Local Government Bylaw Notice Enforcement Act* is less cumbersome than the MTI system under the *Community Charter*.
- **Direct Enforcement.** Direct enforcement is a method by which the District may take direct action to bring about bylaw compliance. Examples of direct enforcement include business license suspension or cancellation, remedial action orders, and notice on title. Direct enforcement comes with a duty of procedural fairness including providing ample written notice of the intention to pursue direct enforcement, providing documentation that the decision maker will use in the consideration of their decision, and a reasonable opportunity to be heard before making an enforcement decision. The application of the above-mentioned direct enforcement tools does not require a bylaw amendment. They are typically used for more severe cases when the modest penalties afforded under provincial legislation are not enough to compel compliance.

Staff further recommend that a ‘notice to comply’ along with appeal provisions be added to the bylaw to ensure that the offender has a fair and transparent process for resolving a disputed notice to comply. A notice to comply is simply a finding by the District’s inspector that a rental unit does not meet the minimum standards of the bylaw, and includes an order for the landlord

to address the issue within a certain timeframe. Failure to heed the order may result in ticketing or other enforcement method summarized in this report.

**OPTIONS:**

1. THAT Staff be directed to prepare bylaws to amend the Standards of Maintenance Bylaw 6917, and related bylaws in order to:
  - a. increase the maximum penalty from \$2,000 to \$10,000 upon summary conviction;
  - b. increase the fines for which a Municipal Ticket Information (MTI) or Bylaw Notice may be issued; and
  - c. introduce 'notice to comply' and appeal provisions.

OR

2. That no further action be taken at this time.

**CONCLUSION:**

The District's Rental and Affordable Housing Strategy calls for the enforcement of the Standards of Maintenance Bylaw to encourage safe and healthy accommodations, to maintain the District's "affordable" (lower end of market) housing stock, and protect it from premature demolition. Staff recommend certain key changes be made to the bylaw to increased penalties for offenders, and to add notice to comply and appeal provisions. Should Council support the recommendations of this report, staff will prepare bylaw amendments for Council's consideration in at a Regular Meeting of Council.

Respectfully submitted,



Angele Clarke, Community Planner  
Community Planning

**Attachment A: District of North Vancouver Standards of Maintenance Bylaw (6917)**

**REVIEWED WITH:**

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

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

**External Agencies:**

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





# THE DISTRICT OF NORTH VANCOUVER

## STANDARDS OF MAINTENANCE BYLAW

### BYLAW 6917

Effective Date – March 17, 1997

#### CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amending bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaw on this subject.

Original Bylaw	Date of Adoption
<a href="#">Bylaw 6917</a>	March 17, 1997
Amending Bylaw	Date of Adoption
N/A	N/A

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (Standards of Maintenance Bylaw – Bylaw 6917). The number of any amending bylaw that has been repealed is not referred to in this consolidation.

# **THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**

## **BYLAW 6917**

A bylaw to prescribe standards for the maintenance of rental residential premises within the District of North Vancouver pursuant to section 734 (1)(n) of the *Municipal Act* (RSBC 1979, c.290)

---

The Council for The Corporation of the District of North Vancouver enacts the following:

### **STANDARDS OF MAINTENANCE BYLAW**

#### **INDEX**

For purposes of convenience only, this Bylaw is divided into the following parts:

<b><u>Part</u></b>	<b><u>Title</u></b>	<b><u>Section</u></b>
1	Title and Interpretation	
	- Title	1
	- Interpretation	2
2	General Maintenance Standards	
	- Structural Maintenance	3
	- Foundations	4
	- Exterior Walls & Equipment	5
	- Exterior Doors & Windows	10
	- Roofing	13
	- Fire Escapes, Stairs, Balconies, Porches & Landings	15
	- Floors	16
	- Interior Walls & Ceilings	19
	- Plumbing	20
	- Gas Appliances & Systems	24
	- Heating Systems	25
	- Electrical Systems	26
	- Lighting & Ventilation	27
	- Cooking & Refrigeration	29
3	Lodging houses	
	- Interpretation	30
	- Lodging house Standards	31
4	Application, Enforcement, Offence & Penalties	
	- Application	38
	- Enforcement	39
	- Offences & Penalties	40
5	Municipal Ticketing	
	- Designation of Bylaw	42
	- Designation of Bylaw Enforcement Officer	43
	- Ticketing	44

#### **PART 1 - TITLE & INTERPRETATION**

**Title**

1. This bylaw may be cited as the " **STANDARDS OF MAINTENANCE BYLAW**".

**Interpretation**

2. In this Bylaw,

**"Apartment building"** means any *building* containing three or more *dwelling units*, each having its principal access from a common entrance.

**"Bathing fixture"** means either a bathtub or shower connected to hot and cold running water.

**"Bathing unit"** means a room containing a *bathing fixture*.

**"Bathroom"** means a room containing a toilet, *hand basin* and *bathing fixture*, and constructed in a manner which provides privacy for the user.

**"Building"** means any structure used or intended to support or shelter any use or occupancy.

**"Building Inspector"** means any person employed by the municipality to administer and enforce bylaws enacted pursuant to section 734 of the *Municipal Act* and includes a Property Use Inspector and a Bylaw Enforcement Officer and a Public Health Inspector.

**"Cooking facility"** means an appliance in or upon which food may be heated.

**"Dwelling Unit"** means a room or rooms in a *building* used for rental residential accommodation which contains a *cooking facility* and a *bathroom*.

**"Hand basin"** means a plumbing fixture connected to hot and cold running water used for hand washing.

**"Heating system"** means any system for heating the air in the rooms of a rental residential premises and does not include *cooking facility*.

**"Owner"** has the same meaning as in the *Municipal Act*.

**"Sink"** means a plumbing fixture, connected to hot and cold water and intended for washing dishes and utensils.

**PART 2 - GENERAL MAINTENANCE STANDARDS**

**Structural Maintenance**

3. *Buildings* shall be maintained in good repair and in a structurally sound condition so as to be capable of sustaining safely its own weight and any additional load to which it may be subjected through normal use.

**Foundations**

4. Foundation walls and other supporting members shall be maintained in good repair and prevent moisture from entering the *building*.

**Exterior Walls and Equipment**

5. Exterior walls, parapet walls, and the components thereof shall be maintained

(a) in good repair;

- (b) weathertight;
  - (c) free from loose or unsecured objects and materials; and
  - (d) protected against deterioration by the application of paint or other weatherproofing material unless constructed of materials inherently resistant to deterioration due to weather.
6. Exterior canopies, marquees, awnings, screens, grills, stairways, fire escapes, pipes, ducts, air conditioners and similar equipment and their attachments, extensions, and supporting members shall be maintained in good repair, safely anchored and protected against deterioration by the application of paint or other weatherproof material, unless constructed of materials inherently resistant to deterioration due to weather.
7. Exterior wall facings, projections, cornices and decorative features shall be maintained in good repair and safely anchored.
8. Air conditioners shall be maintained in good repair and installed in a manner which prevents condensation from draining onto entrance areas, sidewalks or walkways.
9. Mechanical ventilating systems and supporting members shall be maintained in good repair.
- Exterior Doors and Windows**
10. Exterior doors, windows, skylights, and hatchways shall be maintained in good repair and weathertight.
11. Openings in exterior walls, other than doors and windows, skylights and hatchways, shall be protected to prevent the entry of rodents, insects or vermin.
12. Latching and locking devices on doors and windows shall be maintained in working order.
- Roofing**
13. Roofs, including fascia, soffits, cornices, flashing, eavestroughs and downspouts shall be maintained in good repair and kept free from leaks and loose or unsecured objects
14. Roof water shall be drained to prevent water from spilling onto sidewalks, driveways, stairways or landings and from entering into the *building* or causing soil erosion
- Fire Escapes, Stairs, Balconies, Porches, landings**
15. Fire escapes, stairs, balconies, porches and landings in, on or appurtenant to a *building* shall be maintained in good repair and free from obstructions.
- Floors**
16. Floors in basements or cellars shall be maintained in good repair and free of cracks or breaks which allows water to enter the *building*.
17. Floors shall be maintained in good repair and level.
18. Floor coverings shall be maintained in good repair.
- Interior Walls and Ceilings**
19. Interior walls and ceilings shall be maintained in good repair and clean.
- Plumbing**
20. All plumbing, including fixtures and connecting lines to water and sewer systems shall be maintained in good repair, free from leaks and protected from freezing.

21. *Hand basins*, sinks and *bathing fixtures* shall be supplied with an adequate amount of cold running water and hot running water maintained at a temperature of between 49 and 60 degrees Celsius.
  22. A room containing a toilet shall also contain a *hand basin* either in the same room or in an adjoining room.
  23. A bathing *unit* shall be fully enclosed, contain a dressing area and constructed so as to provide privacy for the occupant.
- Gas Appliances & Systems**
24. All gas appliances and gas systems shall be maintained in good repair.
- Heating Systems**
25. A heating system shall be provided, maintained in good repair and capable of providing and maintaining air temperature at 22 degrees Celsius in each room of a dwelling *unit* measured from a point in the centre of a room 1.5 meters above the floor.
- Electrical Systems**
26. All electrical wiring, fixtures, circuits, fuses, circuit breakers and all other electrical fixtures and equipment shall be maintained in good repair.
- Lighting and Ventilation**
27. All common or public hallways, stairways, entrances and exits of an *apartment building* shall be provided with artificial lighting and shall be illuminated at all times.
  28. Artificial lighting and mechanical or natural ventilation shall be provided for in each room of a dwelling *unit* and maintained in good repair.
- Cooking and Refrigeration**
29. All cooking facilities and food storage refrigeration *units* provided for the use of an occupant shall be maintained in good repair.

### PART 3 - LODGING HOUSES

30. **Interpretation**  
In this part

**"Bedding"** includes a mattress cover, sheets, blankets, pillows and pillow cases.

**"Common kitchen"** means one or more rooms, not part of a *dwelling unit*, or a *housekeeping unit* used by lodgers to prepare food.

**"Housekeeping unit"** means a *sleeping unit* containing a *cooking facility* and a sink.

**"Lodging house"** means any *building* containing three or more *units* separately occupied and includes a hotel, motel, *apartment building*, rooming house and boarding house but does not include a single-family residential *building*, a *duplex building*, a self owned apartment or a *building* managed by a strata corporation pursuant to the *Strata Title Act*.

**"Lodging house Operator"** means the *owner* or the person in control of the daily operations and maintenance of a *lodging house*

**"Sanitary facility"** means any toilet, urinal, *bathing unit* or *hand basin*.

**"Sleeping unit"** means one or more rooms used for sleeping and sitting.



**“Unit”** includes a *dwelling unit*, *housekeeping unit* and a *sleeping unit*.

**Lodging house Standards**

31. A *sleeping unit* shall have at least one room with a floor area not less than 9.3 square meters and be provided with a bed and facilities for storing the occupant's clothing and personal effects.
32. A *housekeeping unit* shall have at least one room with a floor area not less than 14 square meters and be provided with a sink, a *cooking facility*, a bed, a refrigeration *unit* providing not less than .056 cubic meters for food storage and facilities for storing the occupant's clothing and personal effects.
33. A *lodging house* shall contain
  - (a) no fewer than one *hand basin* for every three *sleeping units*,
  - (b) no fewer than one *bathroom* for every five *sleeping units*,
  - (c) no fewer than one *bathroom* for every three *housekeeping units*,
34. A *sanitary facility* serving more than one *sleeping unit* or *housekeeping unit* shall
  - (a) be accessible from a common area inside the *building*,
  - (b) be constructed to ensure privacy of the user,
  - (c) be capable of having the door or doors locked from the inside only, and
  - (d) contain a supply of hand soap and toilet paper.
35. A common *kitchen* shall contain a two-compartment sink with drainboards, a *cooking facility* and a refrigeration appliance providing not less than .056 cubic meters of food storage space for each person it is intended to service.
36. Each *housekeeping unit* and each *dwelling unit* shall contain a refrigeration appliance providing not less than .056 cubic meters for food storage for each person occupying a *unit*.
37. An owner or *lodging house* operator shall ensure that
  - (a) *bedding* provided in a *unit* in a *lodging house* is cleaned or replaced with clean *bedding* at least once every seven days or, after a tenant vacates and before another tenant occupies the *unit*.
  - (b) furniture in a furnished *unit* is kept clean and in good repair.
  - (c) each *unit* is identified by a different number or letter or combination of both securely affixed and clearly visible outside the entrance to each *unit*.

**PART 4 - APPLICATION, ENFORCEMENT, OFFENCE & PENALTIES**

**Application**

38. This bylaw applies to all residential premises which are subject to a “tenancy agreement” as defined in the Residential Tenancy Act.

**Enforcement**

39. A *Building Inspector* is authorized to enforce the provisions of this bylaw and may enter at all reasonable times onto any property to ascertain whether the requirements of this bylaw are being or have been met.

**Offences and Penalties**

40. Every person who
- (a) prevents, obstructs or attempts to prevent or obstruct a *Building Inspector*, authorized by this bylaw, from entering onto any property,
  - (b) causes, suffers or permits any act or thing to be done in contravention of or in violation of this bylaw,
  - (c) violates any provision of this bylaw,
  - (d) neglects or refrains from doing anything required to be done by any provision of this bylaw,
- commits an offence and is liable to a fine of \$2,000.00.
41. Each day that a violation is permitted to exist constitutes a separate offence.

PART 5 - MUNICIPAL TICKETING

**Designation of Bylaw**

42. This bylaw is designated pursuant to the *Municipal Act* as a bylaw that may be enforced by means of a ticket in the form prescribed.

**Designation of Bylaw Enforcement Officer**

43. *Building Inspectors*, Property Use Inspectors, Bylaw Enforcement Officers and Public Health Officers are designated to enforce this bylaw by means of a ticket pursuant to the *Municipal Act*.

**Ticketing**

44. The expressions listed in the Designated Expression column may be used on a ticket to designate an offence against the section number appearing in the corresponding Section column and the fine shall be the amount appearing in the corresponding Fine column.

<u>Designated Expression</u>	<u>Section</u>	<u>Fine</u>
-Foundation not maintained	4	\$100.00
- Walls not maintained	5	\$100.00
- Exterior equipment not maintained	6	\$100.00
- Exterior features not maintained	7	\$100.00
- Air conditioner not maintained	8	\$100.00
- Ventilating system not maintained	9	\$100.00
- Door/Window/Skylight/Hatchway not maintained	10	\$100.00
- Unprotected Exterior wall opening	11	\$100.00
- Latch/Lock not maintained	12	\$50.00
- Roof not maintained	13	\$100.00
- Roof water not drained	14	\$100.00
- Stairs/Balcony/Porch/Landing not maintained/obstructed	15	\$100.00
- Fire escape not maintained/ obstructed	15	\$200.00
- Basement/cellar floor not maintained	16	\$100.00
- Floor not maintained/level	17	\$100.00

- Floor covering not maintained	18	\$100.00
- Wall/Ceiling not maintained	19	\$100.00
- Plumbing not maintained	20	\$100.00
- Hot/Cold water not maintained	21	\$100.00
- No <i>Hand basin</i>	22	\$100.0
- Bathing <i>unit</i> not enclosed	23	\$100.00
- Gas appliance/system not maintained	24	\$100.00
- Heating system not provided/ maintained	25	\$100.00
- Electrical system not maintained	26	\$100.00
- Common area not lighted	27	\$100.00
- Lighting/Ventilation not provided/maintained	28	\$100.00
- Cooking/Refrigeration facilities not maintained	29	\$100.00
- Sleeping unit standards not maintained	31	\$100.00
- Insufficient <i>Hand basins</i>	33 (a)	\$100.00
- Insufficient bathrooms	33 (b) - (c)	\$100.00
- Inadequate <i>sanitary facility</i>	34 (a) - (d)	\$100.00
- Inadequate <i>kitchen</i>	35	\$100.00
- Inadequate food storage	36	\$100.00
- Bedding not maintained	37 (a)	\$100.00
- Furniture not maintained	37 (b)	\$100.00
- Unit identification not maintained	37 (c)	\$50.00

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>December 11, 2017</u>
<input type="checkbox"/> Committee of the Whole	Date: _____

N/A		
Dept. Manager	GM/ Director	CAO

## The District of North Vancouver REPORT TO COUNCIL

December 1, 2017

File:

**AUTHOR:** Heather A. Turner, Director of Recreation & Culture, North Vancouver  
Recreation & Culture Commission

**SUBJECT:** DELBROOK COMMUNITY RECREATION CENTRE UPDATE

### RECOMMENDATION:

**THAT** the report titled "Delbrook Community Recreation Centre Update" be received for information.

### REASON FOR REPORT:

To provide Council with an update on the Delbrook Community Recreation Centre following seven months of operations as the North Vancouver Recreation & Culture Commission works to realize the vision for a welcoming and inviting community hub for residents' pursuit of health, wellness, creativity and connection.

### SUMMARY:

The Delbrook Community Recreation Centre hosts a broad range of programs and services designed to engage participation and improve the health and wellness of individuals, families and communities. Regardless of age, ability or interest, residents are attracted to this centre's new amenities and diverse programming. The result is high levels of participation, volunteerism, social engagement, drop-in activity and rentals.

### BACKGROUND:

The Delbrook Community Recreation Centre partially opened on May 10, 2017 and was fully operational on July 1, 2017. The official Opening Event on June 24, 2017 attracted over 2,000 residents who participated in recreation and cultural activities, and enjoyed a range of performances.

Over the summer months, 38 Volunteer Ambassadors lead daily guided tours throughout the facility and contributed over 850 hours of service. Residents celebrated the new spaces such

as the convertible squash and racquetball courts, the pottery studio and visual arts studio, the youth centre, the aquatic spaces and the engaging public art works.

A few highlights from 2017:

- In comparing the statistics for the period of May 10 to November 28, 2017 there was a 74% increase in membership scans, and a 34% increase in pottery registrations;
- New visual arts programs in drawing, watercolour and acrylic painting plus mixed media workshops for youth;
- Over 38,000 public swim drop-ins in just five months and most aquatic program are full;
- Added flexibility due to the different pool spaces provides increased access by adults and pre-schoolers during the day;
- Early-years programs such as Kids Club for two to four year-olds and the licensed preschool are full;
- The Capilano Youth Committee has been formed to advise on programs and services;
- The youth centre is busy with after-school and weekend drop-in hours, and youth sport activities.

Respectfully submitted,



Heather Turner  
Director of Recreation & Culture

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



# Delbrook Community Recreation Centre Update



## Agenda

- Vision
- Welcoming the Community
  - Opening Event
  - Volunteer Ambassadors
- Programs & Services
- Customer Feedback

# New Delbrook

## VISION

- Creating a welcoming and inviting community hub for the pursuit of health, wellness, creativity and connection.



3

# New Delbrook

## WELCOMING THE COMMUNITY

- Over 2,000 community members attended the official Opening Event on June 24 and participated in a range of recreation and culture activities and performances





## Official Opening: June 24, 2017



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## New Delbrook - Volunteerism

### VOLUNTEER AMBASSADORS

- 38 community members welcome customers and lead guided tours of the new facility, contributing over 850 hours of service



## New Delbrook – Programs & Services

- 90,000 square feet of space now filled with programs, services, drop-ins and room rentals



7

## New Delbrook – Programs & Services

- Aquatics participation through the roof!





## New Delbrook – Programs & Services

- Seeing increased participation and demand in all areas including room rentals and squash/ racquetball



9

## New Delbrook – Programs & Services

- Fitness participation exceeded 2017 projections





## New Delbrook – Programs & Services

- Programming for diversity



11

## New Delbrook – Gym & Sports

- Popular space for sports and play



# New Delbrook – Youth Services

- New youth centre now in full operation



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## Customer Feedback: Melanie

- “I just wanted to say thank you so much for offering the early years gym drop-ins! We have been going to the New Delbrook gym the past few weeks and have been having an absolute blast. The twonnie cost is greatly appreciated on a mat-leave.”





## Customer Feedback: Rita

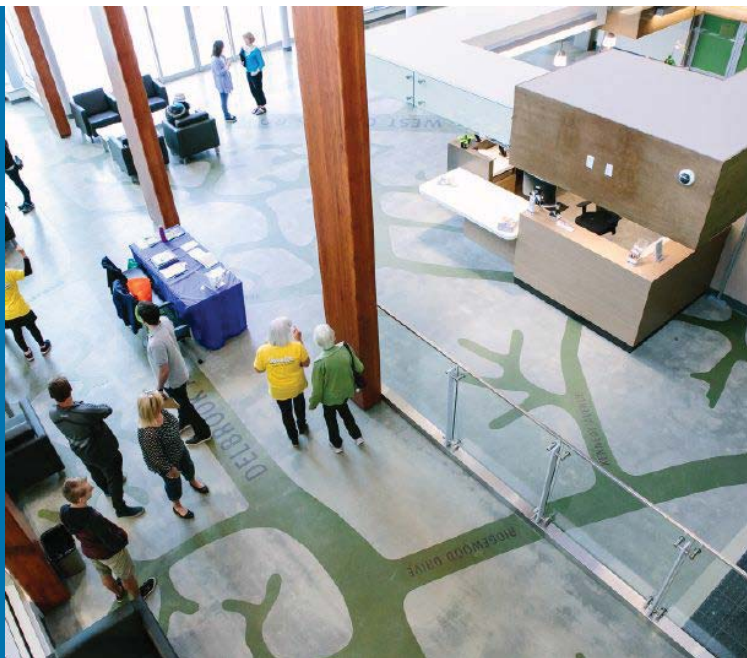
- "I just wanted to say a BIG THANK YOU for the table with activities (colouring, playdough and stickers) you just launched today at New Delbrook [in the] main hall around the after school swimming classes. My little daughter really enjoyed this play time with the youth volunteers while her older sister was inside the pool. [These] kind of activities are wonderful!"



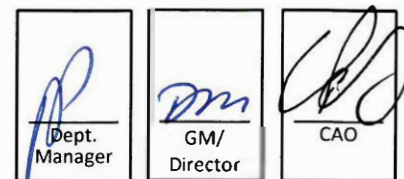
15

## Customer Feedback: Jtka

- "The facility is very much needed and welcome. I consistently come across helpful and pleasant staff. The pools are clean and designed to serve a range of age groups and skill levels. The glass and lobby space let in as much light as we can get in North Van."



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 11, 2017</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 29, 2017  
File: 08.3060.20.021.17

**AUTHOR:** Tamsin Guppy, Development Planner

**SUBJECT: DEVELOPMENT PERMIT 21.17 – NORTH SHORE WASTEWATER TREATMENT PLANT – WEST 1<sup>ST</sup> STREET**

### RECOMMENDATION:

THAT Development Permit 21.17 (Attachment A) for the North Shore Wastewater Treatment Plant be issued.

### REASON FOR REPORT:

The site is in Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction, and Creek Hazard. The proposal requires issuance of a Development Permit by Council.

### SUMMARY:

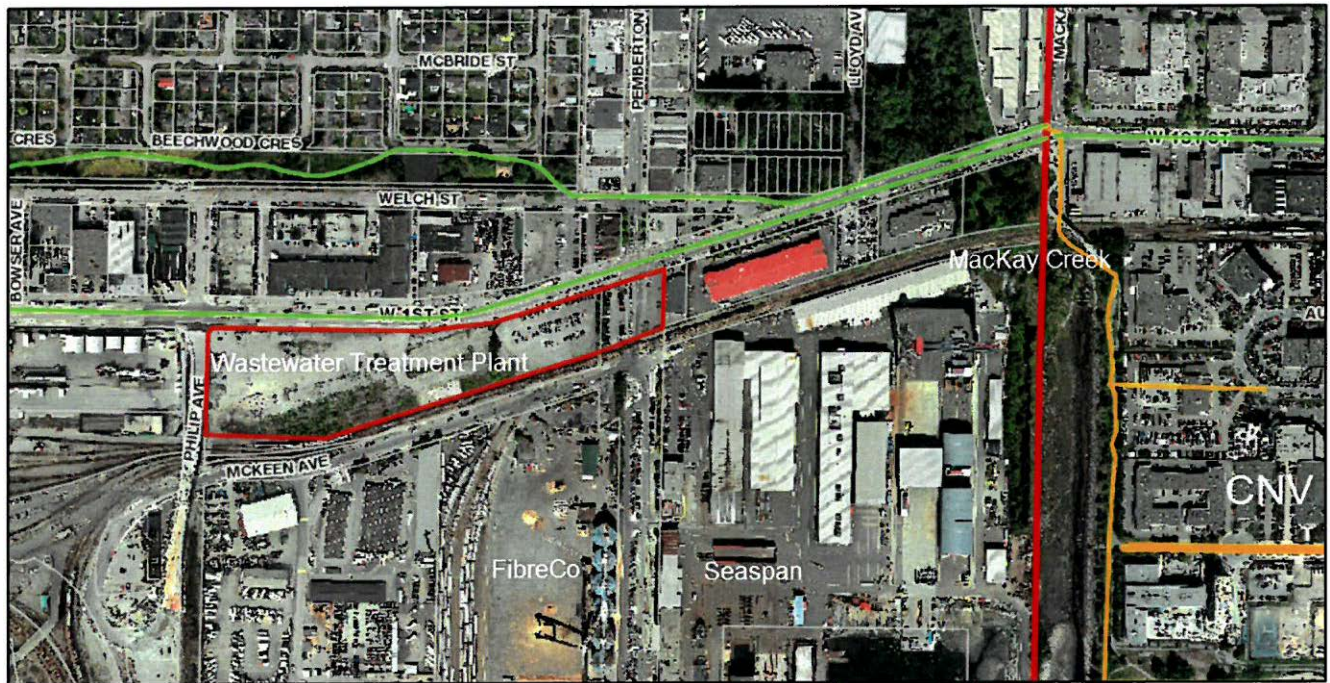
Metro Vancouver has awarded the contract to design and construct the wastewater treatment plan to Acciona.

Acciona have applied for a development permit for Metro's wastewater treatment plant at the foot of Pemberton Avenue.

The proposal is generally in accordance with the relevant development permit guidelines.





**SUBJECT PROPERTY:**

The subject site includes a 7.5 acres (3.07 hectare) vacant parcel that was once the old BC Rail station, and the adjacent Pemberton Avenue street end. The Pemberton Avenue street end will be secured via a 99 year licence agreement with Metro Vancouver. The licence agreement protects access and parking requirements.

To the south of the site are rail lines, some of which serve the CN Intermodal Terminal located to the west of the site. Further south are Seaspan, Fibreco and the McKee Avenue properties. The industrial properties south of the site are accessed from the new Philip Street overpass immediately west of the site.

To the north of West 1<sup>st</sup> Street is a mix of light industrial buildings, and further north is the Welch Strip Park and the Norgate residential neighbourhood.

The closest transit is approximately 800m / 10 minute walk away on Marine Drive. There is a bike route on West 1<sup>st</sup> Street and the Spirit Trail runs ½ a block to the north through the Welch Strip Park. (Bike routes are shown in green in the District and orange in the City on the above air photo.)

**BACKGROUND:**

Metro Vancouver has committed to replacing the Lions Gate primary sewage treatment facility with a new facility by 2020, in accordance with the federal legislation and the conditions of the government funding for the facility. As this timeline is extremely tight, and as it is a “design-build” contract, the project is still being designed while site preparation gets started. Small design changes are expected as aspects of the design evolve.



An exemption to the Noise Regulation Bylaw to permit 24 operation Monday to Friday and from 7am to 5pm on Saturdays will be in place until March 17, 2018. The District retains the right to revoke or modify the exemption at any time.

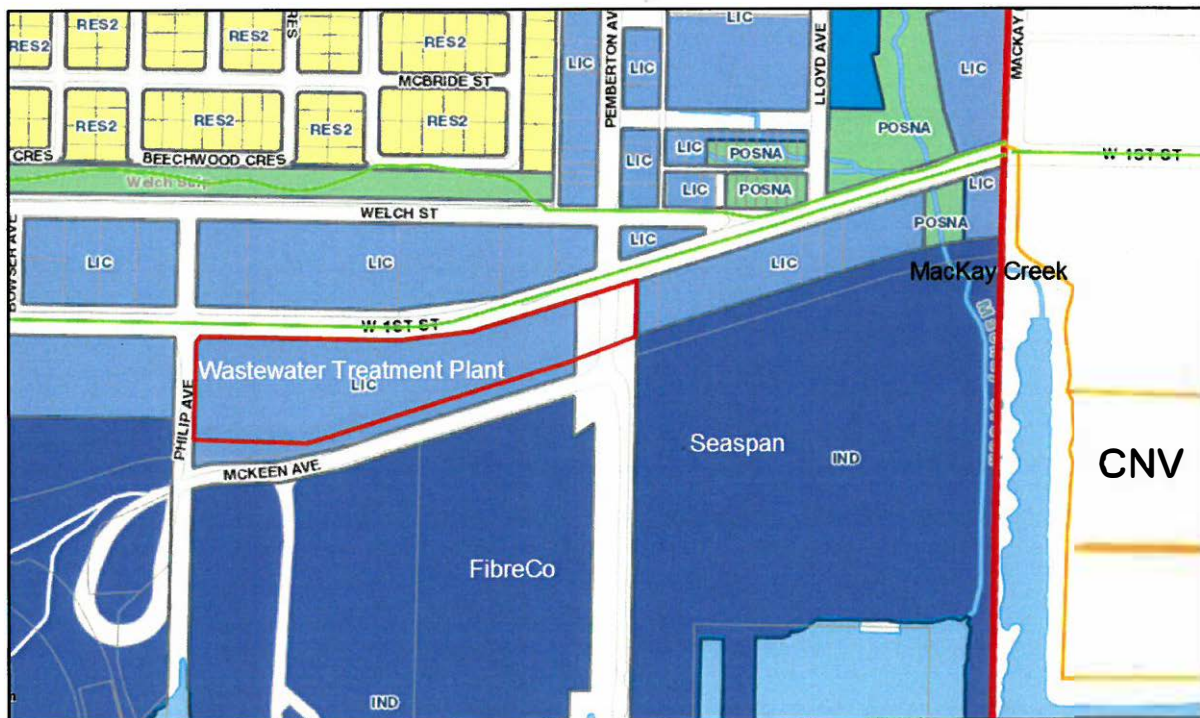
## **EXISTING POLICY:**

### Regional Liquid Waste and Resource Plan:

The North Shore Wastewater Treatment Plant is in compliance with the Integrated Liquid Waste and Resource Management Plan (May 2010) which designates this site for the new secondary treatment plant, in accordance with the provincial Environmental Management Act.

### Official Community Plan

The site is designated as *Light Industrial Commercial* in the Official Community Plan (OCP). This designation provides for a mix of industrial uses. South of the site, the lands are designated *Industrial* and to the north the *Light Industrial Commercial* designation continues along West 1<sup>st</sup> Street and up Pemberton Avenue (see map below).



### Zoning

The existing zoning on the site is Comprehensive Development Zone 55.

### Development Permit Areas

The property is designated in the OCP as Development Permit Areas for the following purposes:

- Form and Character for Industrial and Business Park Development;
- Energy and Water Conservation and GHG Emission Reduction; and
- Protection of Development from Hazardous Conditions - Creek Hazard.

The proposed design has been reviewed against the relevant development permit guidelines in Schedule B of the OCP.

### **THE PROPOSAL:**



*Birdseye view looking south at the West 1<sup>st</sup> Street elevation*

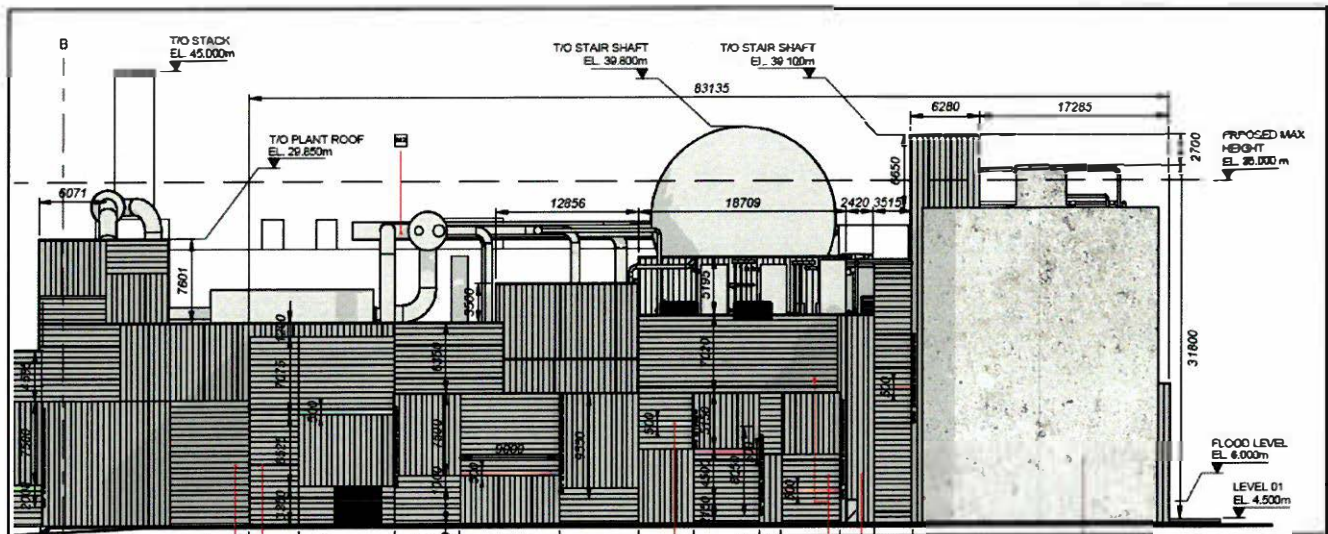
### Overview

The proposal is to replace the existing old primary treatment plant located under the Lions Gate Bridge with a new secondary treatment plant in an enclosed, odour controlled facility.

The proposed building stretches from Pemberton Avenue to Philip Street and is approximately 360 metres (1,175 feet) long. The building will range in height from approximately 27 – 35 metres (90-115 feet) with key elements like the odour control stack being approximately 45 metres (150 feet) in height.

The east end of the site next to Pemberton Avenue will include a public portion of the building with multi-purpose rooms suitable for tour groups and meetings as well as the offices for the main plant.

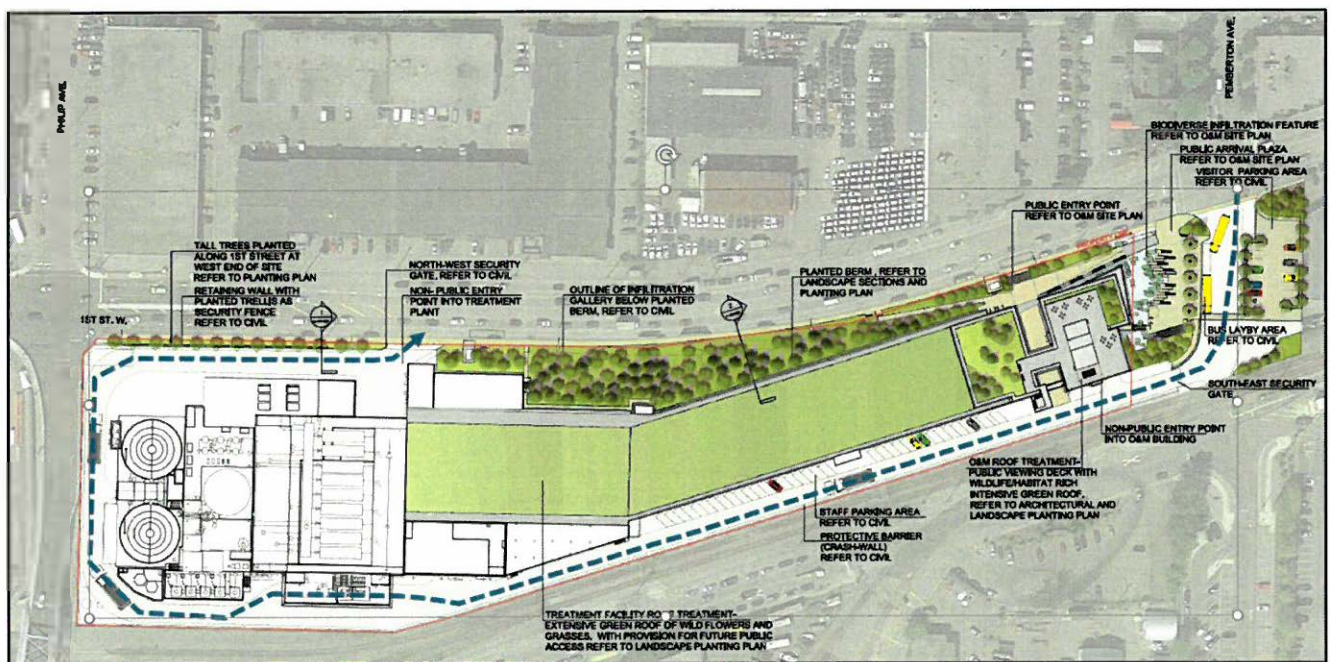




*The building varies in height with the overall building height being 35 m (115 feet) or less, but with key features like the biogas sphere which collects methane gas for powering the plant being 40 m (131 feet) and the odour control stack being approximately 45 m (150 feet).*

### Access:

All vehicle access is at the east end of the site and is facilitated by the existing traffic lights at the foot of Pemberton Avenue. Visitors to the site arriving by school bus or passenger car will pull in and park at the new parking area proposed for the foot of Pemberton Avenue. Secure staff parking is located on the south side of the building. Truck traffic will continue around the building and ultimately exit onto West 1<sup>st</sup> Street as shown with blue dashed line on the site plan below. Trucks taking processed sewage away will pull inside the building before loading and will only continue after the load and the odour is contained. (Truck traffic volumes are very low with only 1-2 trucks anticipated per day.)





## Parking

The number of parking spaces proposed is based on anticipated usage, and includes 35 secure staff parking spaces and 18 unassigned visitor spaces. These numbers were determined based on Metro's anticipated demand using existing facilities for comparison. (Lions Gate Wastewater Plant and the Lulu Island Wastewater Treatment Plant have a staff of 19 and 25 respectively.)

Type of Vehicle Parking	Number of Vehicle Parking Spaces
Staff Parking	35 spaces (on site)
Visitor Parking	18 spaces (on the Pemberton Avenue street end under licence to Metro)
Total	53 spaces
Electric Vehicle Parking	3 level two charging stations are proposed in the visitor parking area

The proposal also includes both staff and public bicycle parking and electric bicycle charging facilities.

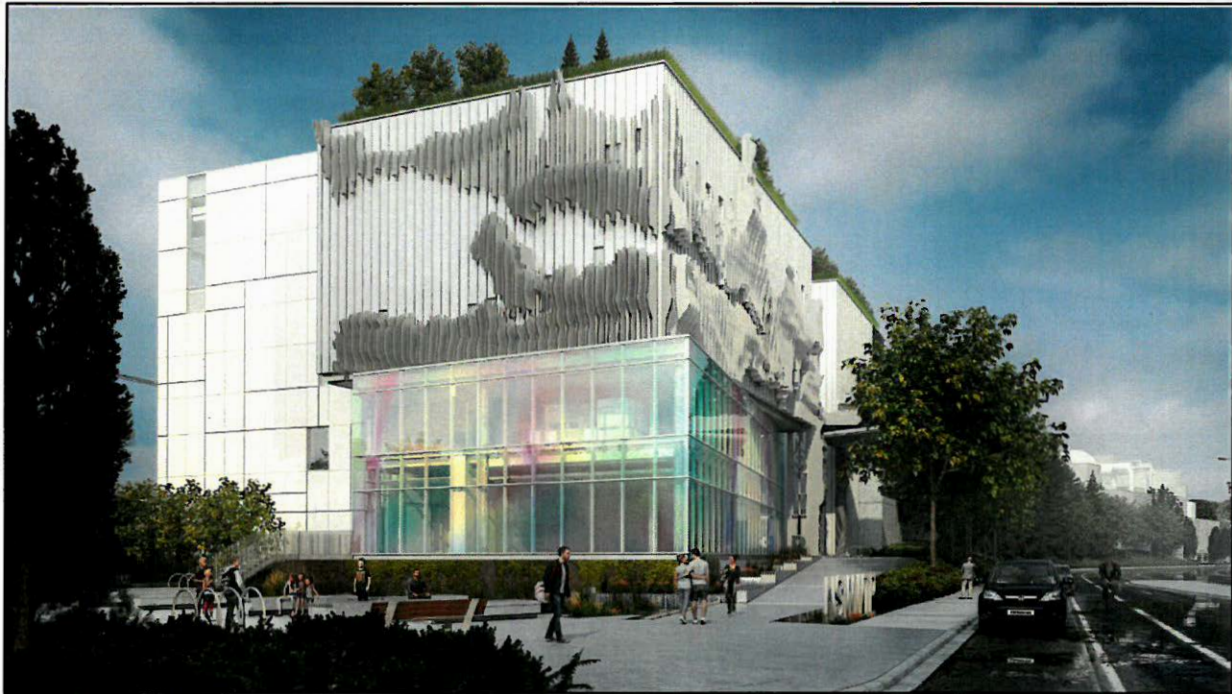
Type of Bike Parking	Number of Bike Parking Spaces
Public	18 spaces and 3 electric stations
Staff	26 spaces
TOTAL	44 spaces



*The main entrance and access to the site is from Pemberton Avenue.*

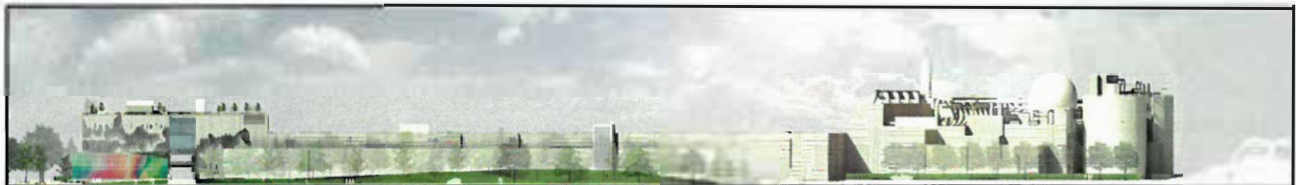
## DEVELOPMENT PERMIT FOR FORM AND CHARACTER (URBAN DESIGN):

### Building Design:



*Looking west from the Pemberton Avenue plaza.*

This industrial building's function dictates the overall size, shape, siting and degree to which the building can include doors and windows because inside the building are a series of complex and large processing tanks. The design team addressed this challenge and propose to soften the impact of this industrial building and meet the intent of Guideline sections D1, D2, D3, and D4 in the following ways:



- a) **Breaking up the Mass of the Building** - Recognizing the very large size of the building, the design team has attempted to soften its size and length by:
- Proposing a very large planted berm running for approximately 125 metres (400 feet) along West 1<sup>st</sup> Street along the middle of the site;
  - Creating a separation between the office and classroom portion of the building and the main plant, and another visual break with glassed in staircase about ½ way along the plant's frontage;
  - Stepping back the upper portions of the plant where possible; and



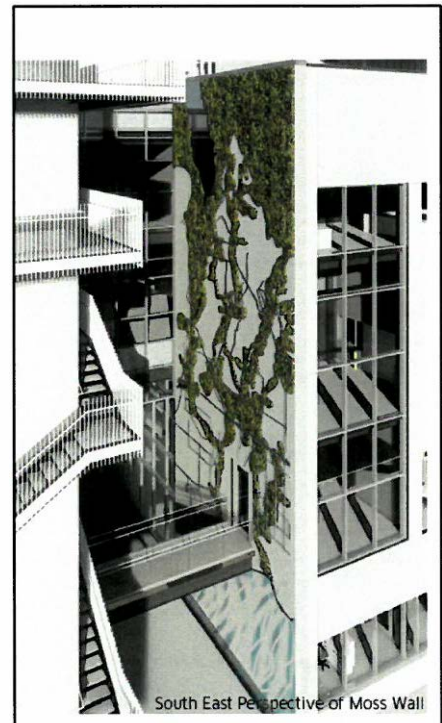
- Changing the orientation of the metal panels that are proposed as the cladding to break up the expanse of the elevation.

b) **Welcoming Entrance** – A large entrance gallery is proposed leading to the reception area and the multi-purpose rooms that will be ideal for teaching and public meetings.

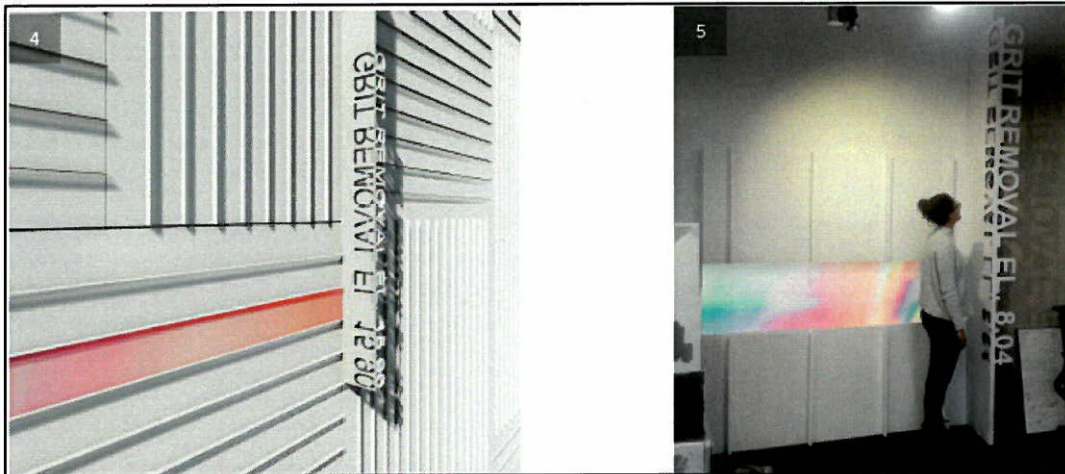


*An entrance gallery provides opportunities for future educational stations.*

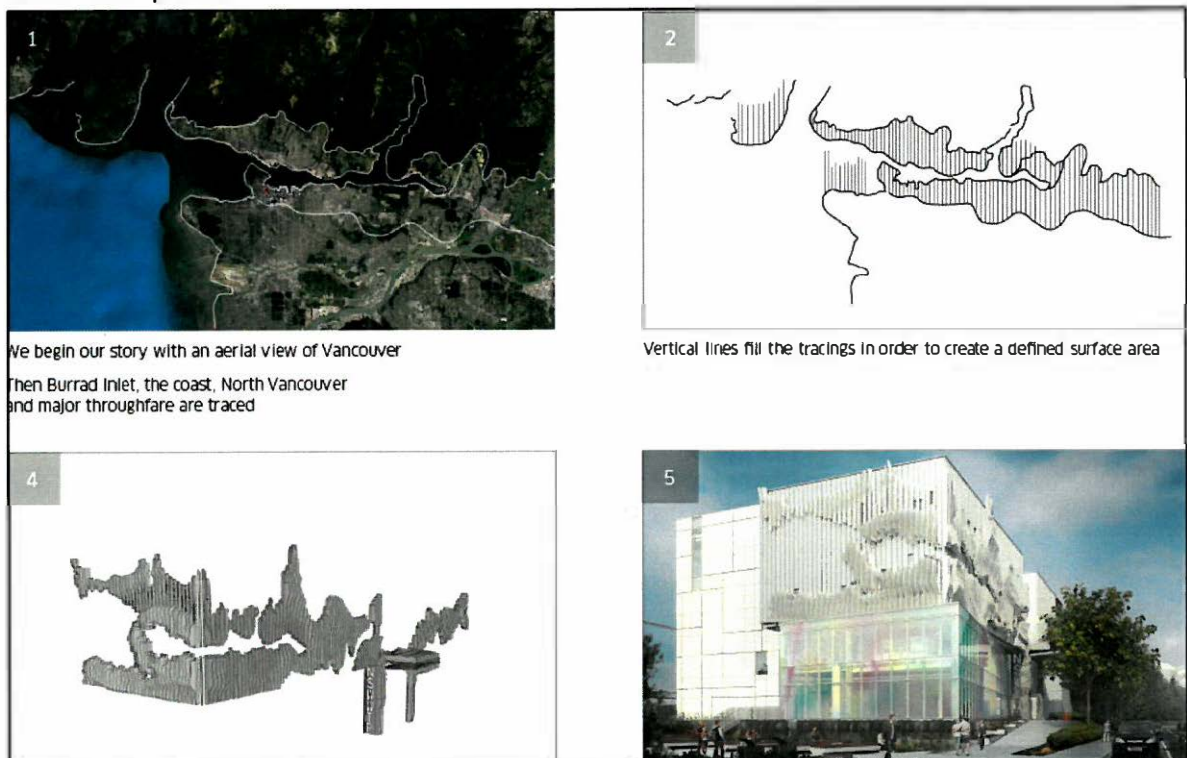
c) **Recycled Water In Use** – the design team are using the proposed landscape features to highlight water recycling and the local watershed. This includes using “C7” reclaimed water as irrigation, but also a feature element where “C7” water trickles down the building façade in the entrance gallery over a mossy depiction of the Capilano Watershed. At the foot of the feature wall, water runs into a channel through the entrance gallery, and down a series of cascading steps before being released into a planted water garden in the main arrival plaza.



- d) **Glazing tells a story** - The eastern end of the building is wrapped in a special glazing called dichroic glass which changes colour as you move past it. This colourful feature element is then used to signify how the water is moving through the plant as part of the treatment process by placing panels in key locations. These colourful elements will also be combined with signage that will reference steps the treatment process.



- e) **Sun Shade Map of the Burrard Inlet** – The architects have chosen to wrap the eastern end of the building with fins that break up the mass of the building, and add a layer of intrigue to the façade. These fins form a pattern that is based on a map of the Burrard Inlet, chosen as it is the destination for the reclaimed water that will leave this plant.

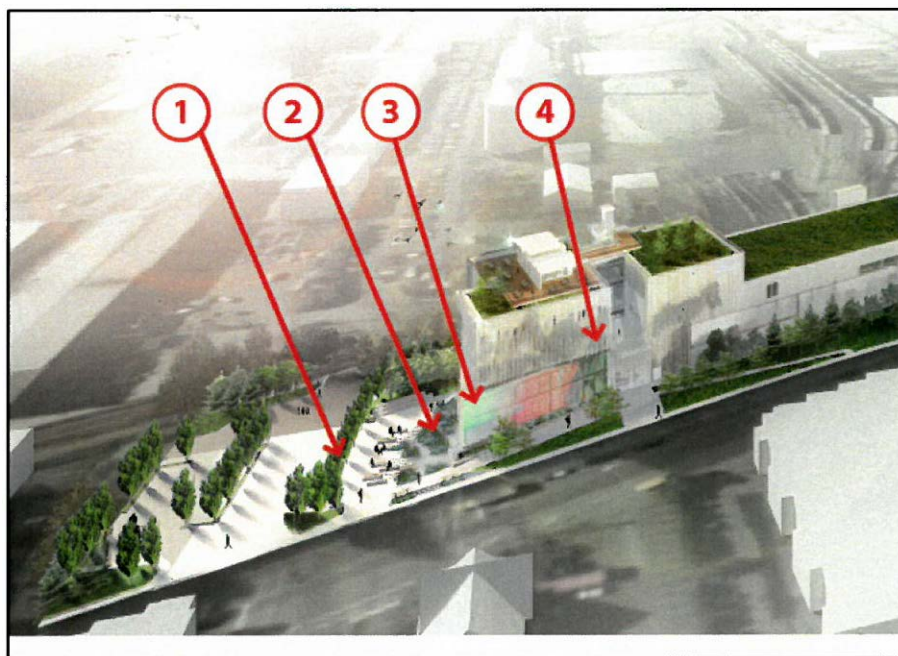




Advisory Design Panel

The application was considered by the Advisory Design Panel on September 14, 2017 and the Panel recommended approval of the project subject to addressing items to the satisfaction of staff.

To address ADP's comments the landscape plans have been amended to refine the planting mix, add detail to the plaza design, and add an outdoor classroom in the plaza area. At this point, the educational and public art work is still in its early stages but the designs are now showing the potential locations for art and education to be included as shown by the arrows below.



*Arrows show potential locations for public art and education elements. The North Vancouver Art's Office has been invited to assist with the public art selection process to help ensure that future art pieces fit the north shore context.*

**DEVELOPMENT PERMIT FOR ENERGY AND WATER CONSERVATION AND GREENHOUSE GAS EMISSION REDUCTIONS (SUSTAINABILITY):**

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines (Part 6) and the Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures. The main plant will achieve Envision Gold certification and the office and classroom portion of the building will achieve LEED Gold certifications. Elements of these sustainability strategies will include:

- Using biogas from the wastewater treatment process to generate electricity and heat for the plant and in turn reducing the plant's energy use. (Part 6, section one, number 1)
- Using an extensive green roof to reduce the heat island effect. (Part 6, section one, number 4)
- Using reclaimed "C7" water for all flushing and irrigation. (Part 6 section two, number one.)

- Reducing storm water run-off through the use of an extensive green roof, an infiltration gallery, and a planted water garden. (Part 6 section two, number 2.)
- Restoring native, low maintenance vegetation to over 30% of the site. (Part 6 section three.)

### **DEVELOPMENT PERMIT FOR THE PROTECTION OF DEVELOPMENT FROM HAZARDOUS CONDITIONS] – FLOOD HAZARD:**

The site is near MacKay Creek and within the Creek Hazard Development Area for Flood Hazard. The project is designed in accordance with the recommendations of the qualified professional's report, prepared by AECOM, and meets the recommended flood construction levels of 4.5 metres for general areas but with critical infrastructure components set higher with a FCL of 6.0 metres. The flood construction levels and qualified professional's report are referenced in DP 21.17 (Attachment A).

### **OFF-SITE IMPROVEMENTS:**

An engineering servicing agreement has been signed committing Acciona to constructing all the necessary off-site improvements and providing security for this work at a value of \$8.2 million. The off-site work is primarily expected to include work to West 1<sup>st</sup> Street both in front of the site and extending to east and west to ensure that all aspects of the road right-of-way are restored and where appropriate upgraded following completion of the construction.

### **COMMUNITY AMENITY CONTRIBUTION:**

As no rezoning is required and no residential living space is proposed a traditional community amenity contribution is not required.

As part of Metro's work over the past 3 years with the community, Metro recognized the impact this plant would have on the community and is proposing the following potential benefits as part of this project:

- An educational component to the project with indoor and outdoor spaces for school groups as well as potential signage and interactive displays. The current designs show potential locations for this but the education and public art program is still in the early stages of design.
- Public access to the public plaza, roof top deck, and meeting rooms will be available during office hours.
- Odour Control – the number one concern from residents is related to the fear of the smell traditionally associated with sewage treatment. This design is for a fully enclosed building and odour control remains a key aspect of the design.

**CONSTRUCTION IMPACT MITIGATION:**

Acciona has been working on several strategies for reducing traffic flow to the site including:

- Studying where the anticipated workforce of 500 construction workers live and how that compares with neighbouring businesses (including Seaspan and Fibreco) and exploring strategies to get the local workforce to the industrial neighbourhood on transit or private shuttle buses. Exploration of this includes:
  - Currently operating for a trial period a shuttle bus from the Quay, for those workers close to Skytrain or the Seabus.
  - Exploring the potential to run an express bus from a park and ride in Surrey.
  - Working with Translink on a modified 240 bus route that would provide service to this industrial area.
- Getting building materials (when possible) shipped in by barge and brought to the site directly from docks south of the site. Marine delivery of materials is a significant measure that reduces the volume of trucks on the road network.

As soil preparation work has started on the site, Acciona have set up a website and have an information officer who is ensuring all enquires are addressed promptly, and they are actively working with staff to reduce construction impacts where possible.

Acciona will be required to provide an updated Construction Impact Mitigation Plan to the District prior to issuance of the Building Permit for the Wastewater Treatment Plant and will need to update the plan on a regular basis as the construction project unfolds. This plan is required to be of a higher calibre and more extensive than the average plan given the scope of the project and must:

1. Coordinate the construction activities with other developments in the area in order to minimize disruption including the extensive civil works anticipated with the construction of the large diameter pipe that will convey waste water to the outfall near the Lions Gate Bridge;
2. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
3. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Ascertain a location for truck marshalling;
7. Develop a plan for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
8. Address silt/dust control and clean-up;
9. Provide a plan for litter clean-up and street sweeping adjacent to the site; and
10. Include a communication plan to notify surrounding businesses and residents permit.

**PUBLIC INPUT:**

A facilitated public information meeting was held on June 21, 2017, and an earlier open house was held in the spring. Hand delivered flyers were distributed within a 500 metre radius of the project. Both sessions had good turnouts with residents primarily interested in the following key issues:



- Locating a sewage treatment plant in this area;
- Construction timeline and impacts;
- Odour control;
- The level of processing, ie secondary vs. tertiary;
- The plant capacity; and
- The public plaza; and
- The public art and education programs.

As noted above, a complete construction impact strategy will be a requirement of the Building Permit for the Wastewater Treatment Plant and this will help address those concerns raised with regards to construction noise, traffic and parking.

The plant features like the odour control, level of treatment, and capacity were answered by the engineers on site during the public meetings.

The quality of the design is intended to help off-set the stigma of having a sewage treatment plant in the neighbourhood. The plans show the capacity for public multi-purpose rooms, a publicly accessible plaza and roof top deck, and Metro has committed a budget for art and education and Acciona is working with the North Vancouver Arts Office to further that work.

## **CONCLUSION:**

The project has been developed in accordance with the Development Permit Area Guidelines for Form and Character, Flood Hazard and Energy and Water Conservation and Greenhouse Gas Emission Reduction and has generally addressed the issues raised by the community. Development Permit 21.17 is now ready for Council's consideration.

## **OPTIONS:**

The following options are available for Council's consideration:

1. Issue Development Permit 21.17 (Attachment A) to allow for the proposed construction (staff recommendation); or
2. Provide further direction to staff with regards to DP 21.17.

  
Tamsin Guppy  
Development Planner

## **Attachments:**

Attachment A - DP 21.17 with attached drawings

Attachment B - Public Information Meeting Facilitator's Report

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

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**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**

**DEVELOPMENT PERMIT 21.17**

This Development Permit 21.17 is hereby issued by the Council for The Corporation of the District of North Vancouver to the registered owner for the development of the North Shore Wastewater Treatment Plant on the property legally described as Lot 1 District Lot 266 Group 1 New Westminster District Plan EPP65186, (PID: 029-931-568) and the adjacent Pemberton Avenue street end as shown on the attached sketch plan, subject to the following terms and conditions:

- A. The following requirement is imposed under Subsection 490 (1) (c ) of the Local Government Act:
1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
  2. A Construction Management Plan is required prior to issuance of the Building Permit and will require amendments during the course of construction to ensure that construction impacts are minimized.
- B. The following requirements are imposed under Subsections 491 (2) of the Local Government Act:
1. No work shall take place except to the limited extent shown on the attached plans (DP 21.17-1 to DP 21.17 -73) and in accordance with the following specifications:
    - i. The site shall be developed in accordance with the recommendations of the report prepared by AECOM dated November 20, 2015.
    - ii. A qualified professional engineer shall confirm that the building permit drawings meet the recommendations of the AECOM report referenced above, or meets and equivalent or higher degree of protection.
- C. The following requirements are imposed under Subsections 491 (7) and (8) of the Local Government Act:
1. The site shall be developed in accordance with the attached plans DP 21.17-1 to DP 21.17 -73.

- 
2. To the extent any variances are required with regards to the attached plans DP 21.17-1 to DP 21.17 -73, those variances are granted under Part 14, Division 7, Subsection 490 (1) (a) of the Local Government Act, which said variances include the following:
    - i. The minimum number of parking spaces on Lot 1 is reduced to 35 spaces with the expectation that 18 additional unassigned spaces will be provided for visitors on the adjacent Pemberton Avenue street end. Of the 18 visitor spaces at least 3 will include a level two electric vehicle charging station.
  3. Prior to the issuance of a Building Permit, the following shall be submitted to:
    - i. Building Department:
      - a. Confirmation of the signing by the required signatories, and, execution and delivery of the license agreement for the Pemberton Avenue street end shown in the attached sketch plan; and
      - b. Confirmation of the payment of all fees and charges.
    - i. Parks Department:
      - a. Three copies of a final detailed landscape plan prepared by a Landscape Architect registered in British Columbia for the approval of the General Manager of Engineering or their designate;
      - b. A written landscape estimate in accordance with District format, submitted by the Landscape Architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and,
      - c. A completed "Permission to Enter" agreement to provide evidence that a Landscape Architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.
- D. The following requirements are imposed under Subsections 491 (9) and (10) of the Local Government Act:
1. Prior to issuance of the Building Permit the following is required:

- i. A report from a qualified energy performance advisor clearly establishing that the building design will achieve the energy performance targets of Envision Gold and LEED Gold.
- E. The following requirements are imposed under Subsection 502 of the Local Government Act:
- 1. Prior to issuance of the Building Permit the following deposits are required:
    - i. A security deposit equal to the greater of 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or \$100,000. The deposit must be provided prior to issuance of a Building Permit for the development on the Land and will be held as security for landscaping, and building works.

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**Mayor**

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**Municipal Clerk**

Dated    this    \_\_\_\_\_    day    of    \_\_\_\_\_,  
\_\_\_\_\_





# NORTH SHORE WASTEWATER TREATMENT PLANT

DEVELOPMENT PERMIT ARCHITECTURAL DRAWINGS 11 - 24 - 2017  
SUPPLEMENTAL DRAWINGS FOR DEVELOPMENT PERMIT



## DRAWING LIST:

A1	SURROUNDING BUILDING TYPES AND USES
A2	SITE PLAN
A3	PARKING PLAN
A4	SITE AND CONTEXT PHOTOS
A5	SHADOW ANALYSIS
A6	OVERALL LEVEL 1
A7	OVERALL LEVEL 2
A8	OVERALL LEVEL 3
A9	OVERALL LEVEL 4
A10	OVERALL LEVEL 5
A11	OVERALL ROOF PLAN
A12	O&M LEVEL 1
A13	O&M LEVEL 2
A14	O&M LEVEL 3
A15	O&M LEVEL 4
A16	O&M LEVEL 5
A17	O&M ROOF PLAN
A18	OVERALL NORTH ELEVATION
A19	OVERALL SOUTH ELEVATION
A20	NORTH ELEVATION A
A21	NORTH ELEVATION B
A22	NORTH ELEVATION C
A23	SOUTH ELEVATION D
A24	SOUTH ELEVATION E
A25	SOUTH ELEVATION F
A26	ARRIVAL HALL EAST ELEVATION
A27	ARRIVAL HALL WEST ELEVATION
A28	O&M NORTH ELEVATION
A29	O&M SOUTH ELEVATION
A30	EAST ELEVATION
A31	WEST ELEVATION
A32	STORY OF THE FINS
A33	MOSS WALL DETAIL
A34	SLOTS DETAIL
A35	EAST WEST O&M SECTION
A36	NORTH SOUTH O&M SECTION
A37	RENDERED NORTH ELEVATION
A38	RENDERED SOUTH ELEVATION
A39	NORTH EAST AERIAL PERSPECTIVE
A40	PEMBERTON VISTA LOOKING SOUTH
A41	FIRST & PEMBERTON PERSPECTIVE
A42	NORTH EAST PERSPECTIVE
A43	ARRIVAL HALL LOOKING FROM STREET
A44	ARRIVAL HALL LOOKING SOUTH
A45	NORTH WEST PERSPECTIVE
A46	FIRST STREET LOOKING EAST
A47	SOUTH WEST PERSPECTIVE
A48	SOUTH EAST PERSPECTIVE
A49	O&M PUBLIC DECK LOOKING SOUTH
A50	COMMUNITY AMENITY BENEFITS
A51	PUBLIC ART & EDUCATION PLAN





A39 NORTH EAST AERIAL PERSPECTIVE







A40 PEMBERTON VISTA LOOKING SOUTH







A41 FIRST & PEMBERTON PERSPECTIVE







A42 NORTH EAST PERSPECTIVE





A43 ARRIVAL HALL LOOKING FROM STREET







A44 ARRIVAL HALL LOOKING SOUTH





A45 NORTH WEST PERSPECTIVE







A46 FIRST STREET LOOKING EAST







A47 SOUTH WEST PERSPECTIVE

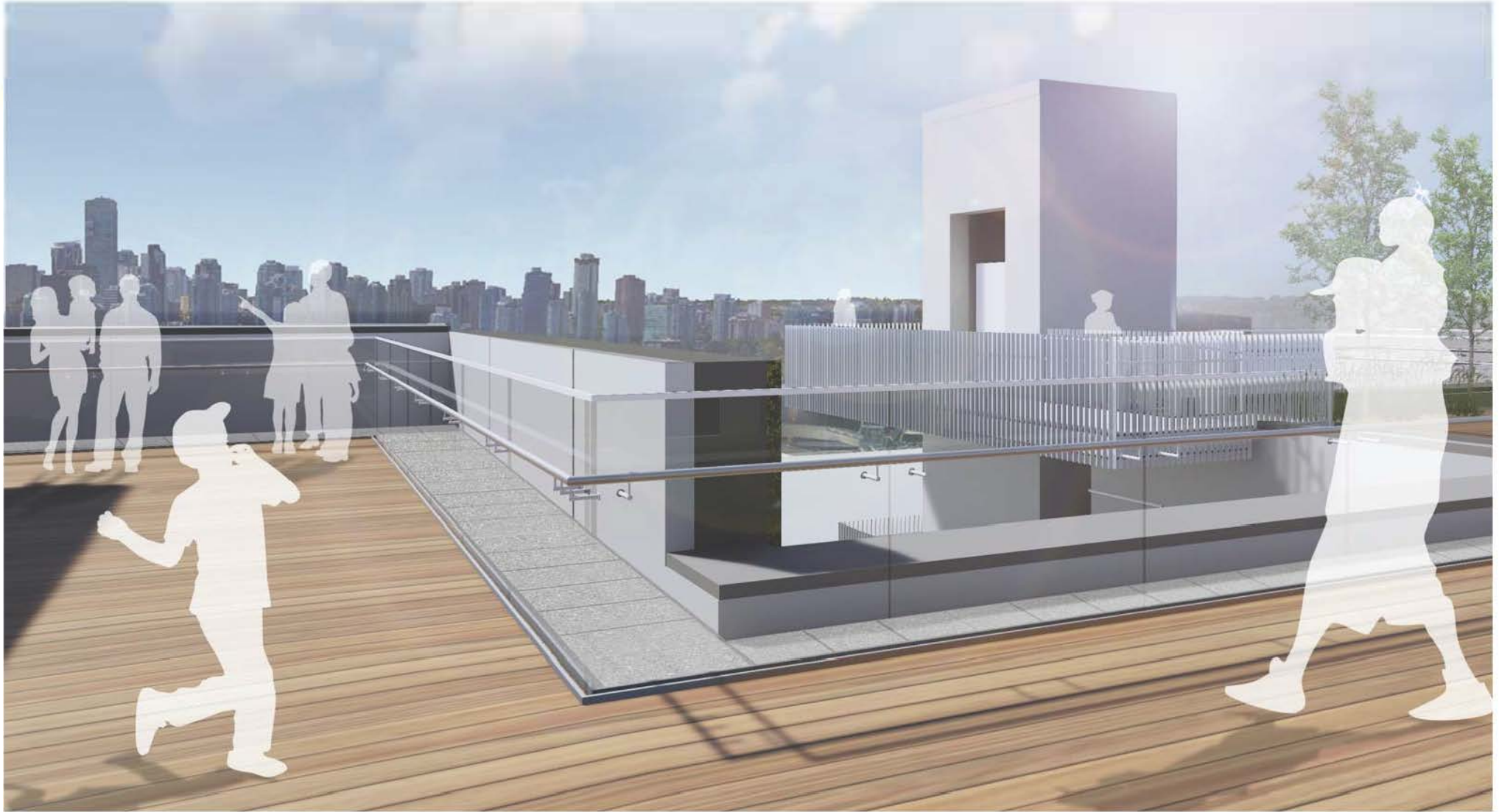




A48 SOUTH EAST PERSPECTIVE







**A49** O&M PUBLIC DECK LOOKING SOUTH



The form and character of the facility embodies the goals and policies of the Official Community Plan.

**Accessibility** - a gently sloped walkway guides the visitor to the arrival hall that sits about 1.9 meters above the adjacent street. Accessibility is achieved for people of all abilities and ages. Within the facility, all public spaces are designed to be barrier-free.

**Connectivity** - the design responds to the specifics of its context. Public amenities across the facility are designed to share knowledge and inspire personal responsibility. The entrance to the facility on Pemberton Avenue leads onto a plaza that welcomes the public and extends the greenspace of the North Shore Spirit Trail. The plaza creates a space to gather. There are places to linger; it is a venue for public

art, and there are opportunities to learn. The plaza connects to the arrival hall between the Treatment Building and the Operations and Maintenance Building, with framed views south the industrial lands and north to the community. A roof terrace provides panoramic views of the Burrard Inlet, downtown Vancouver and the North Shore Mountains.

**Design Excellence** - all aspects of the LGWWTP are celebrated in the architecture providing a unique form and character for the facility. The public lobby and multipurpose rooms appear to float above the water terrace. clad in dichroic glass, it shimmers and changes color as you move past. The sculptural fins above, depicting the north shore coastline and the regional topography, lend a dynamic and playful character to the facade. Along First Avenue, the articulation of the metal cladding breaks down the scale of the building and provides insight into the workings of the Treatment Plant.

**Good Neighbour** - the building form is broken down to create a scale in keeping with the surrounding development. The Treatment Plant wall steps back at the upper floor and to reduce the apparent height of the facility. A break between the Operations and Maintenance Building and the Treatment Plant creates an arrival hall. The Operations and Maintenance Building is the front door to the facility. It is an entry at the scale of the street and at the scale of the facility as a whole.

**Placemaking** - the arrival hall between the Operations and Maintenance Building and the Treatment Plant is a place to learn about the facility, both formally and informally. In this place one is aware of what it takes to clean and treat waste water. It is not hidden away but is an intrinsic part of the arrival and orientation experience. From the arrival hall you see into the lobby and multipurpose rooms. The wall of the plant is a canvas for education,

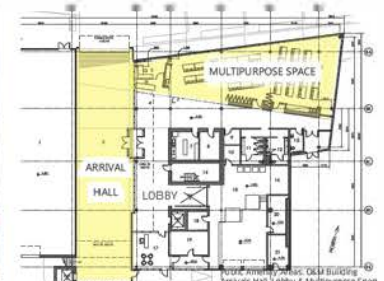
art and interpretation.

A public stair and elevator within the hall provides access to a roof terrace. As you traverse the stair there are framed views south to the industrial lands and across to the Burrard Inlet.

**Safety and Security** - the LGWWTP is a safe and secure facility that brings people and activity to an underutilized industrial site. The arrival plaza is open and inviting and is overlooked from the office and administrative area of the plant. The arrival hall and roof terrace have controlled access. These spaces are designed to support a diverse range of uses and visitor groups ranging from school groups to visiting professionals and the neighborhood community. They are secured when not in use.

**Public Amenity Areas** - Public Amenity areas will be incorporated into the design of the NSWWTP. Some of the areas available to the Community (locals and visitors alike) will be:

- Multipurpose Space, Level 1 of the O&M Building
- Arrivals Hall, Level 1 of the O&M Building
- Entry Lobby Level 1 of the O&M Building
- Entry Plaza at grade, the corner of West 1st Street & Pemberton Ave
- Rooftop Viewing Deck Level 5 of the O&M Building
- Additionally the Treatment Building will be covered with a green roof for overlook opportunities from the Rooftop Viewing Deck and adjacent buildings alike.



## A50 COMMUNITY AMENITY BENEFITS











1. Public Education element Opportunity within Arrival Plaza.
2. Public Art Installation opportunity area within Arrival Plaza wetlands. Public Education opportunity within wetlands and along arrivals path to Arrival Hall
3. Public Education installation opportunity areas within O&M Reception Hall
4. Public Education installation opportunity area within Arrival Hall
5. Public Art opportunity for Process Plant digesters as canvas or screen

#### PUBLIC ART

The new Water Treatment Plant inspires to establish a dynamic and welcoming public realm, creating numerous opportunities for diverse audiences and experiences, education, inclusion and connectivity. The public plaza and building facade of the two digesters have been identified as the primary locations for public art which provide high visibility and public engagement, supporting this public realm objective. The art at the plaza allows for a wide range of possibilities in material media, form and approach and may be a single integrated artwork or a sequence of interrelated artworks or interventions. The building facades of the two digester present a unique opportunity for a 2 dimensional artwork. Water and water renewal of the themes to be explored involving connections with the site architecture and the facilities functions in meaningful ways that speak to the spirit and character of the community contexts. The artist selection process will involve a collaborative process with CWS & OD, the North Vancouver Public Art Recreation and Culture and other stakeholders, adhering to North Vancouver Public Art Program Policy and Guidelines with best practice in contemporary art. Artists will be selected early in the project development process and become an integral member of the design team. They will be given as much creative license as possible to activate the identified locations integral to the site and artworks in a way that is innovative and vibrant.





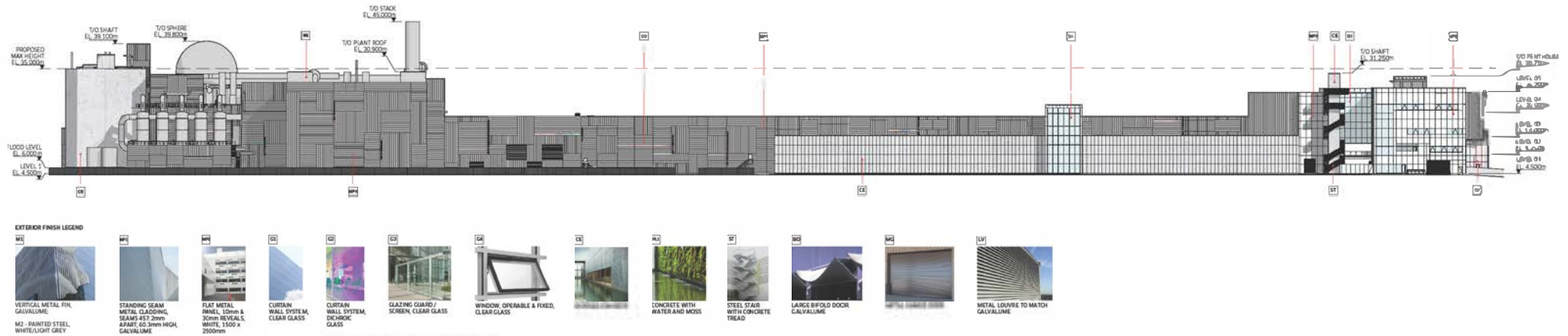
A3 PARKING PLAN

NOT TO SCALE







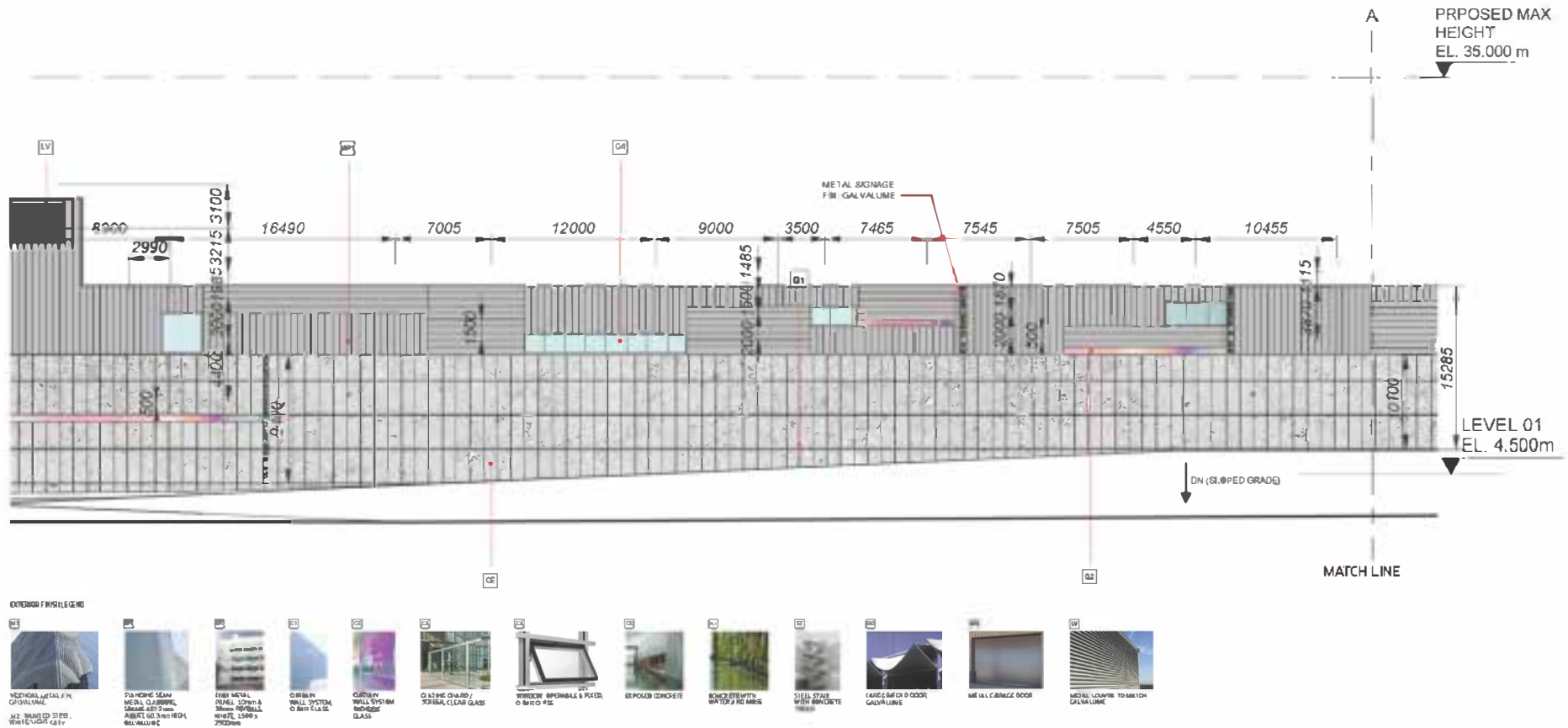


A19 OVERALL SOUTH ELEVATION



SCALE 1 = 500





A20 NORTH ELEVATION A

SCALE 1 = 150 0 m 5 m 10 m 25 m



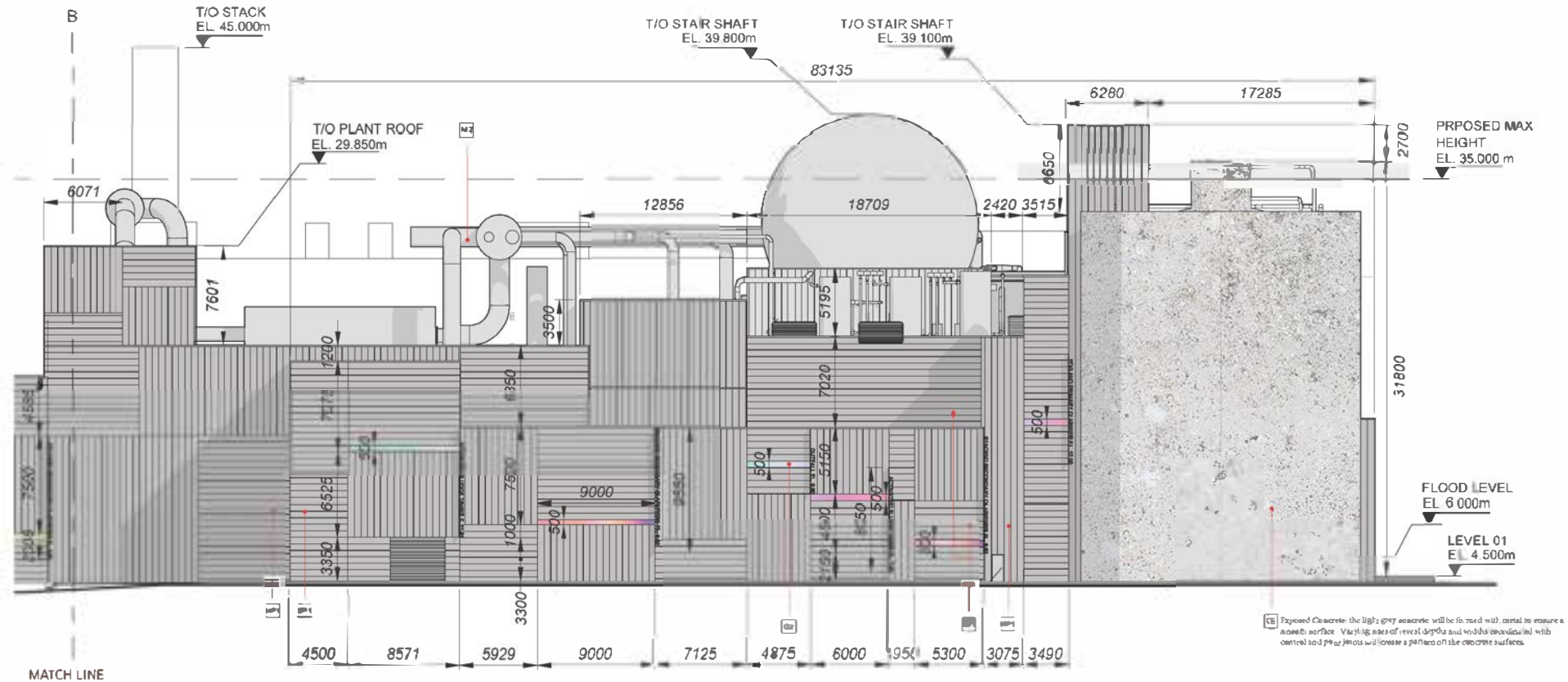




SCALE 1 = 150

0 m 5 m 10 m 25 m





EXTERIOR FINISH (1/2020)



VERTICAL METAL PANEL  
GALVNEAL  
N2: PAINTED STEEL  
HYPERLUXURY GREY



HORIZONTAL METAL PANEL  
GALVNEAL  
N2: PAINTED STEEL  
HYPERLUXURY GREY



FLAT METAL PANEL  
18mm & 30mm THICK  
GALVNEAL  
N2: PAINTED STEEL  
HYPERLUXURY GREY



CURTAIN WALL SYSTEM  
CLEAR GLASS



CURTAIN WALL SYSTEM  
BRONZE



GLAZING SYSTEM /  
SCREEN CLEAR GLASS



WINDOW, OPERABLE & FIXED,  
CLEAR GLASS



EXPOSED CONCRETE



CONCRETE WITH  
WATER AND MIC



STEEL MESH WITH  
BRONZE



LARGE WHITE DOOR  
GALVNEAL



METAL FRAME DOOR



METAL FRAME DOOR



METAL FRAME DOOR

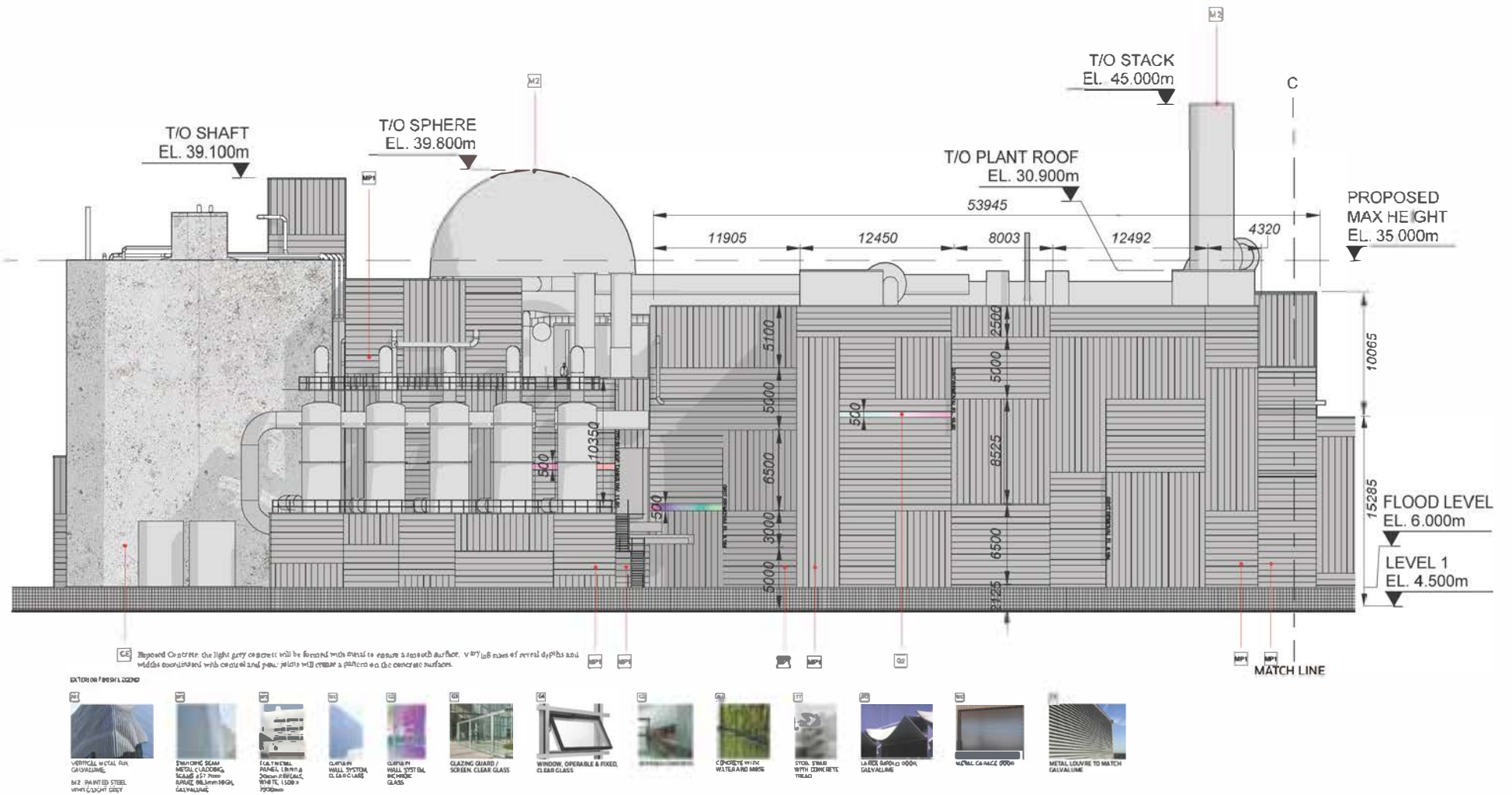


METAL FRAME DOOR

A22 NORTH ELEVATION C

SCALE 1 = 150 0 m 5 m 10 m 25 m

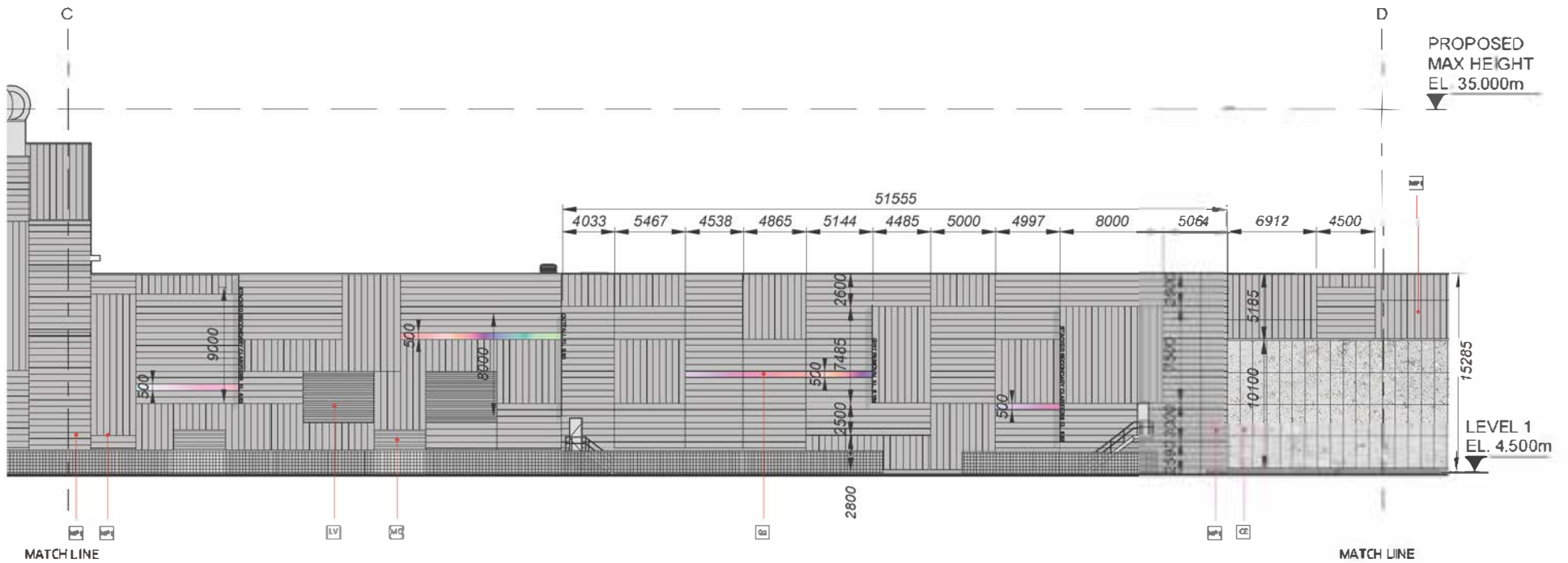




A23 SOUTH ELEVATION D

SCALE 1 = 150 0 m 5 m 10 m 25 m





MATCH LINE

EXT. CHAIR C. METAL LOUVER



01. VERTICAL MET. A-RK GALVALUME, WHITE/LIGHT GREY



02. STANDING SEAM METAL CLADDING, SILVER, 60° PITCH, 1500 x 2500mm



03. PURE METAL CLADDING, SILVER, 1500 x 2500mm



04. CURVED METAL CLADDING, SILVER, 1500 x 2500mm



05. CURTAIN WALL SYSTEM, SILVER, 1500 x 2500mm



06. GLAZING GUARD / SCREEN, CLEAR GLASS, 1500 x 2500mm



07. WINDOW FRAME, BLACK, 1500 x 2500mm



08. WALL CLADDING, SILVER, 1500 x 2500mm



09. WALL CLADDING, SILVER, 1500 x 2500mm



10. STEEL STAIR, WHITE, 1500 x 2500mm



11. LARGE METAL LOUVER, SILVER, 1500 x 2500mm



12. METAL LOUVER TO MATCH GALVALUME, SILVER, 1500 x 2500mm



13. METAL LOUVER TO MATCH GALVALUME, SILVER, 1500 x 2500mm



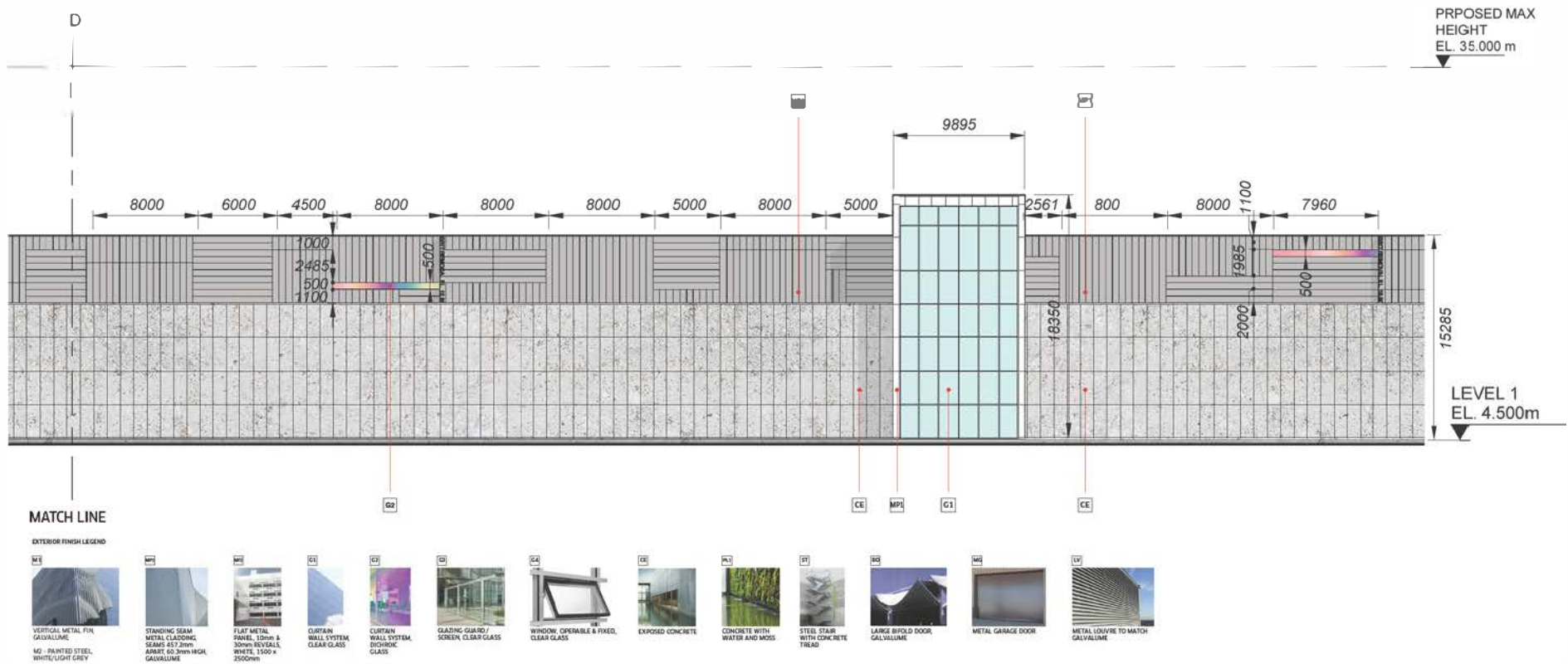
14. METAL LOUVER TO MATCH GALVALUME, SILVER, 1500 x 2500mm

A24 NORTH ELEVATION E

SCALE 1 = 150 0 m 5 m 10 m 25 m







A25 SOUTH ELEVATION F

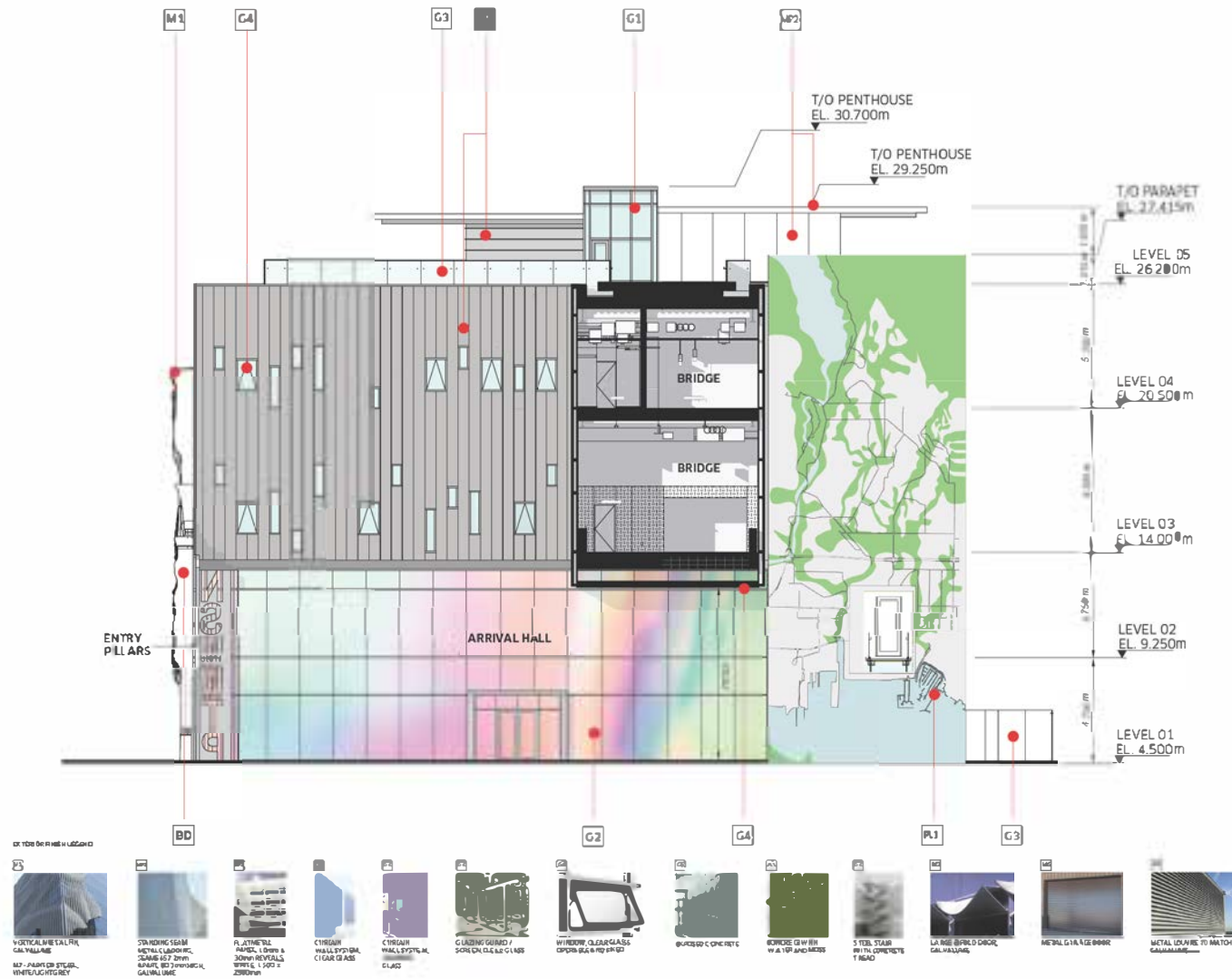


SCALE 1 = 150

0 m 5 m 10 m 25 m

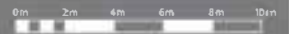


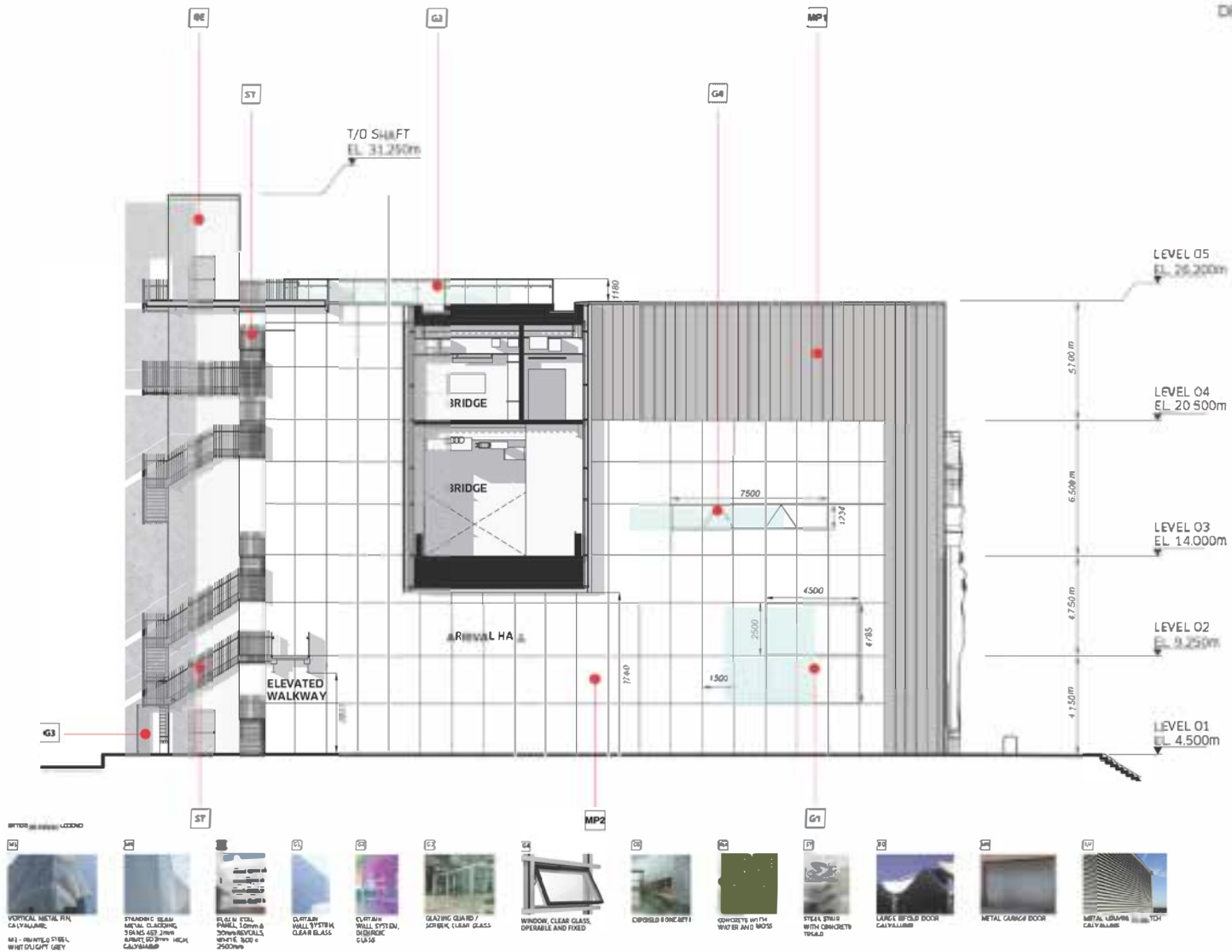




A26 ARRIVAL HALL EAST ELEVATION

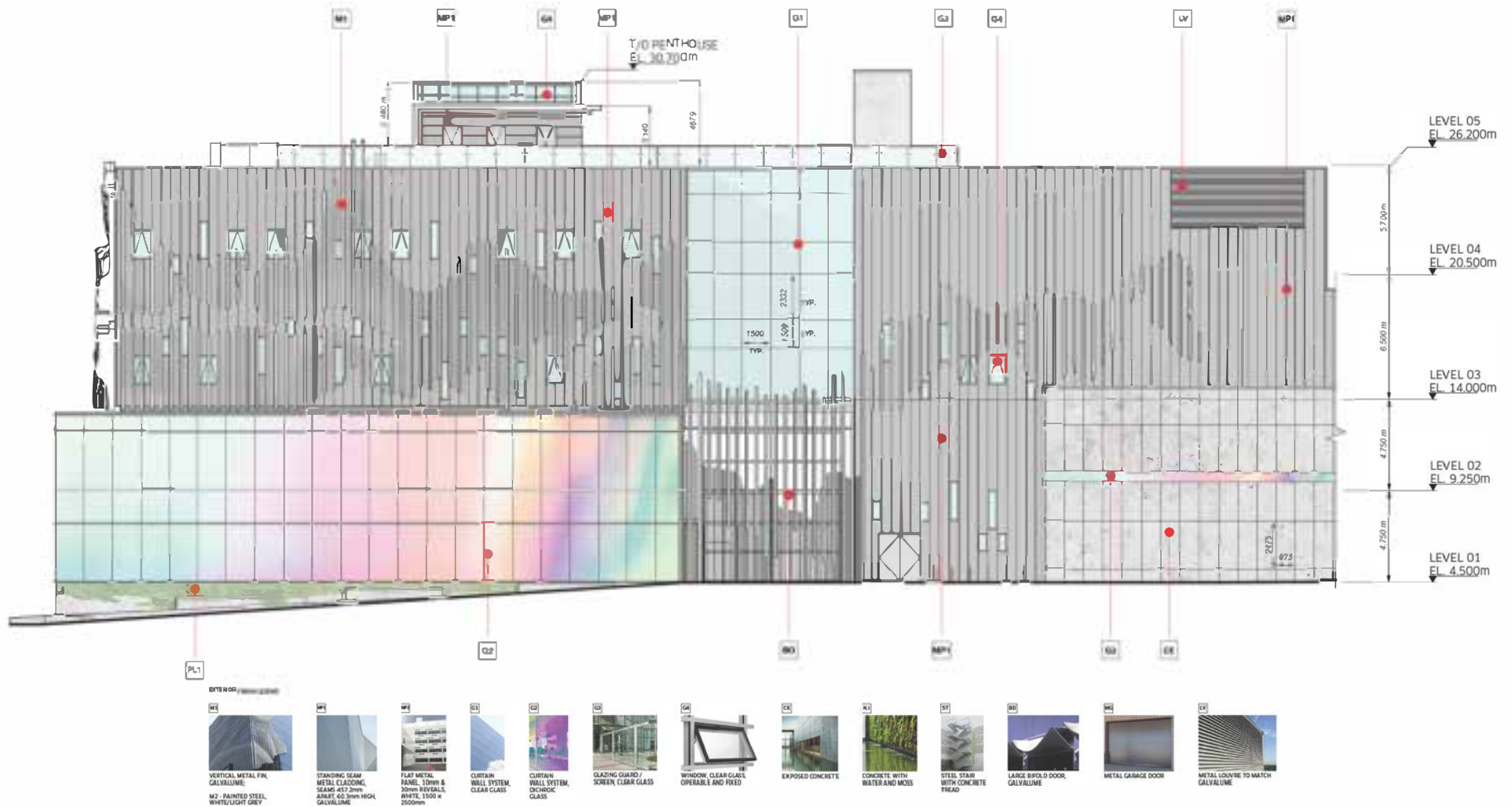
SCALE 1 = 100





SCALE 1 = 100

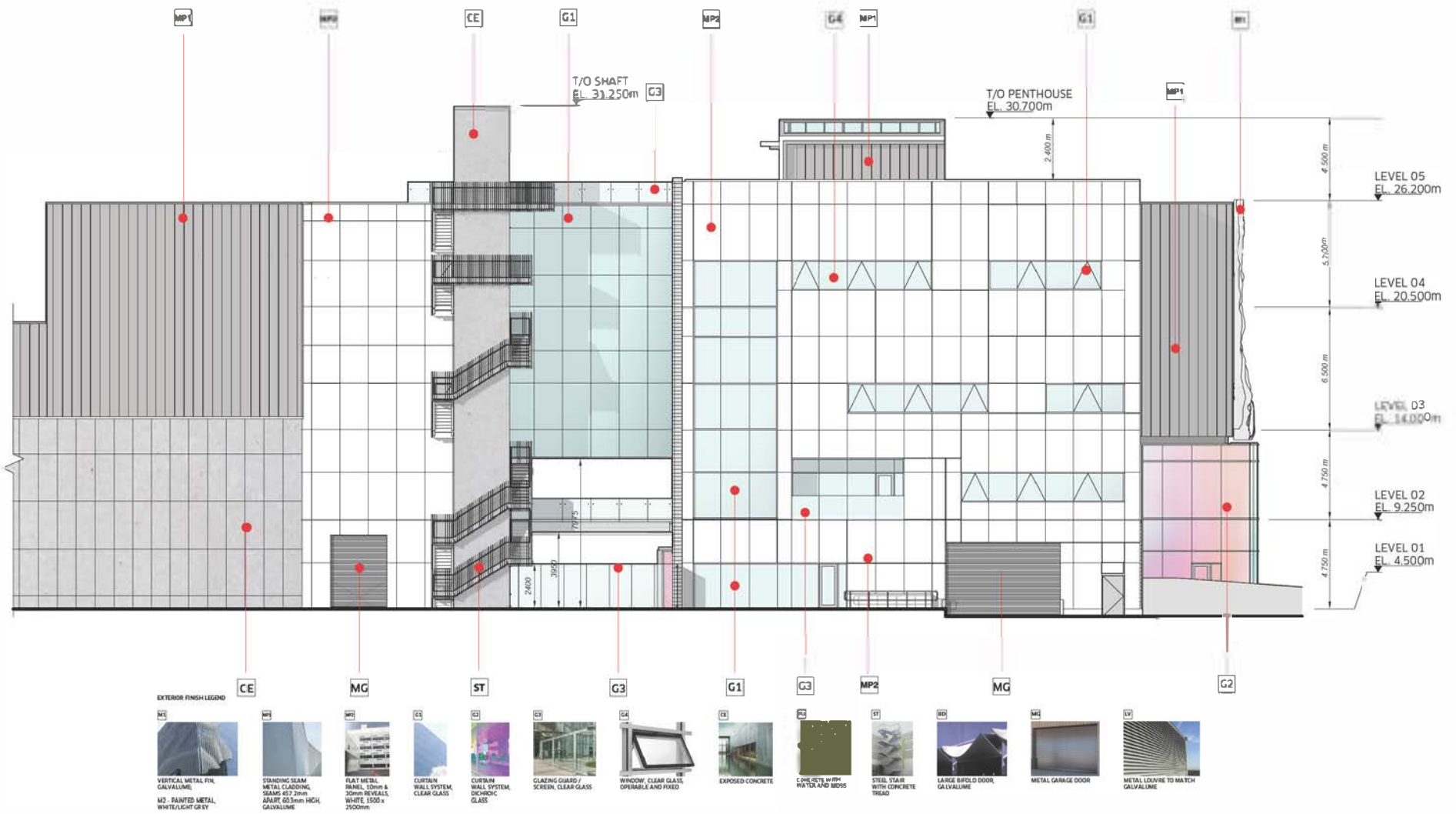




A28 O&M NORTH ELEVATION

SCALE 1 = 100





A29 O&M SOUTH ELEVATION

SCALE 1 = 100





EXTERIOR FINISH LEGEND



Dichroic glass specifications must address glare issues on the east and south elevations prior to BP issuance

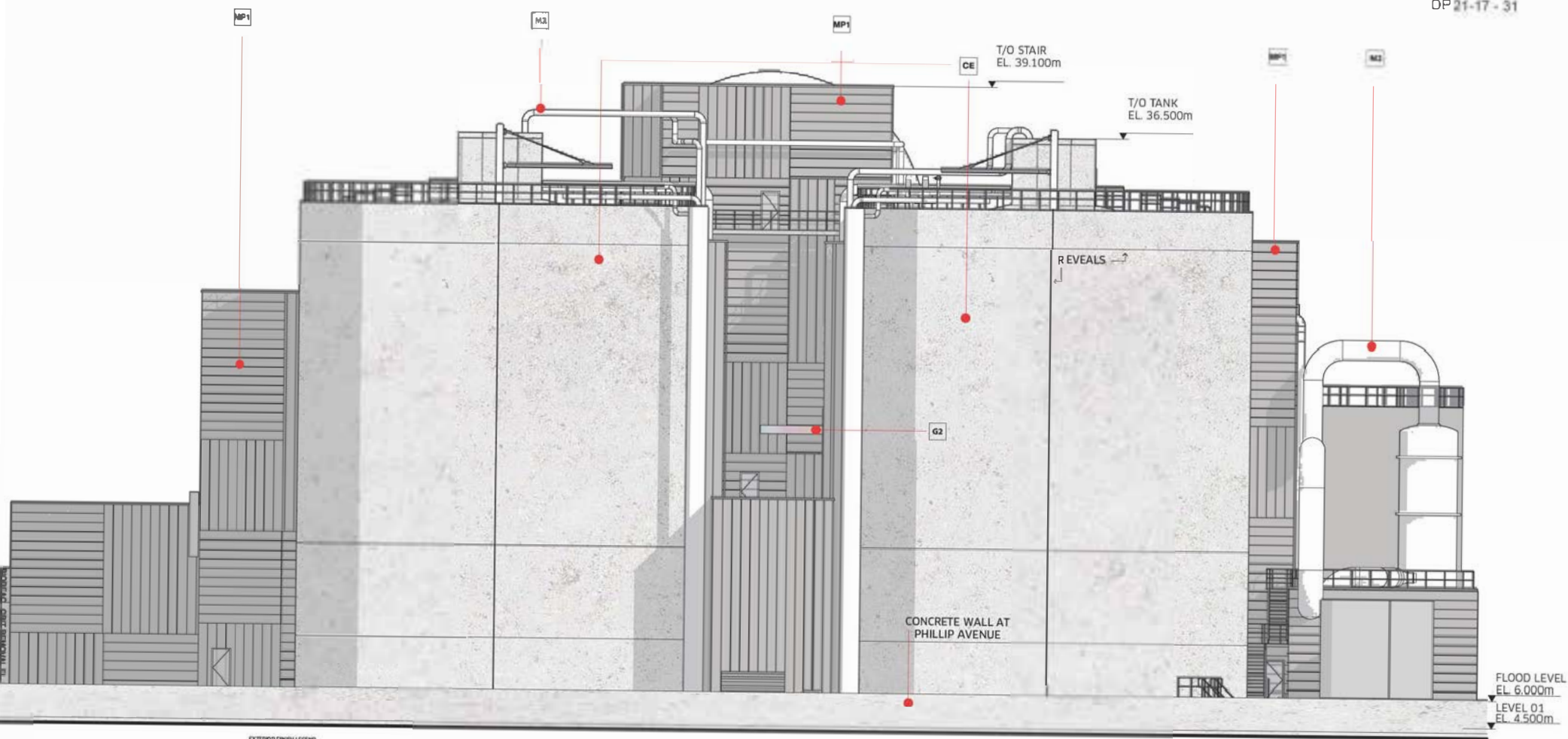
A30 EAST ELEVATION



SCALE 1 = 100







EXTERIOR FINISH LEGEND

- M1 VERTICAL METAL FIN, GALVALUME
- M2 PAINTED STEEL, WHITE/LIGHT GREY
- M3 STANDING SEAM METAL CLADDING, SEAMS 45° 20mm, GUNITE 65, 3mm HIGH, GALVALUME
- M4 FLAT METAL PANEL, 100mm x 300mm REVEALS, WHITE, 1.10m x 750mm
- M5 CURTAIN WALL, 100mm x 300mm, CLEAR GLASS
- M6 CURTAIN WALL SYSTEM, DICHROIC GLASS
- M7 GLAZING CURTAIN / SCREEN, CLEAR GLASS
- M8 WINDOW, CLEAR GLASS, OPERABLE AND FIXED
- M9 OPERABLE OPERABLE
- M10 CONCRETE WITH WATER BATH MESH
- M11 STEEL STAIR WITH CONCRETE TRUSS
- M12 LARGE BIFOLD DOOR, GALVALUME
- M13 METAL GARAGE DOOR
- M14 METAL LOUIRE TO MATCH GALVALUME

A31 WEST ELEVATION

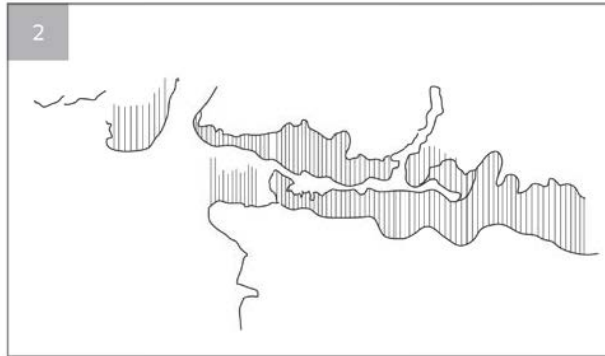


SCALE 1 = 100 0m 2m 8m 10m

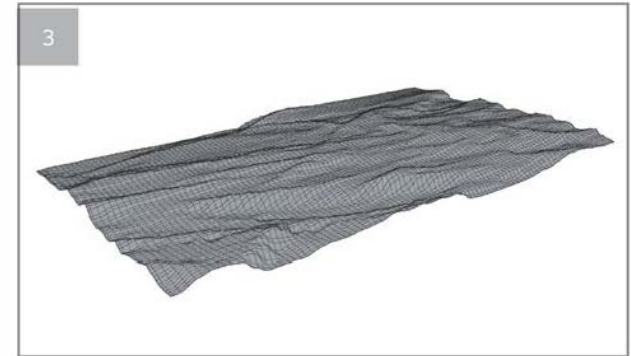




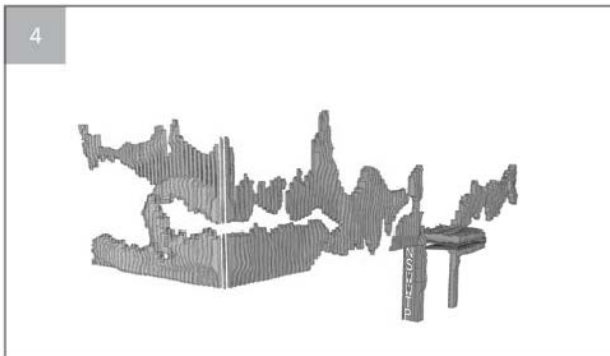
We begin our story with an aerial view of Vancouver  
Then Burrard Inlet, the coast, North Vancouver  
and major thoroughfare are traced



Vertical lines fill the tracings in order to create a defined surface area



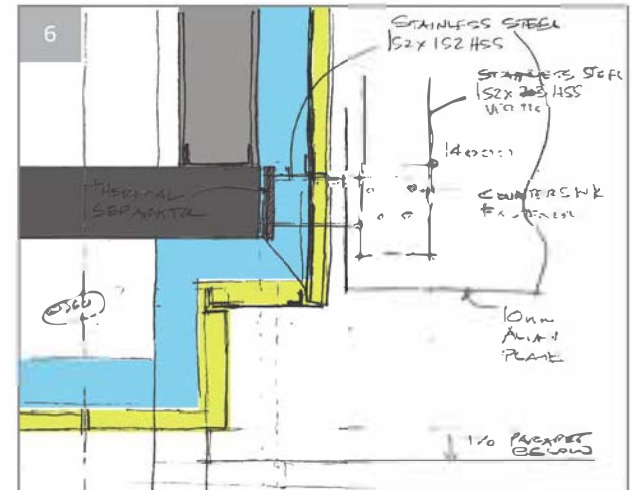
A three dimensional surface is derived from the surrounding mountains  
and fog moving across the water



The two surfaces are combined to create a vertical fin topography which  
is bent and stretched to form around the building provide sun shading  
and a grand entrance gate for the complex



To ultimately create a distinct identity for the building very much  
inspired by its surroundings



Section Detail of Fins

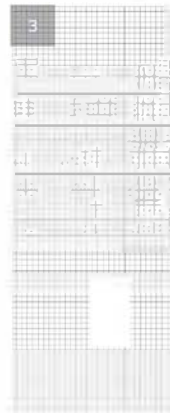
- metal panels
- concrete
- insulation and membranes
- exterior wall



Nature as inspiration, specifically a moss wall fed by rivulets of water



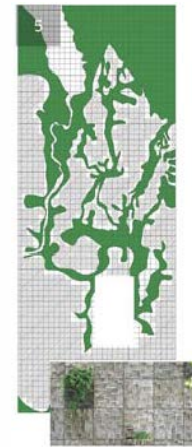
An aerial of the area is used to define the patterns on the wall and to give it a character distinctly rooted to its surrounding



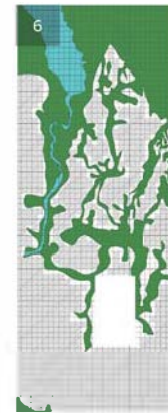
A simple industrial grid of concrete block is the first layer



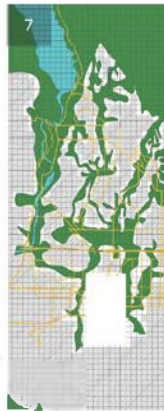
Areas of smooth concrete block identifies the built environment



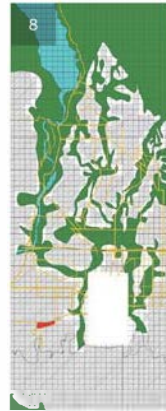
Textured concrete block where mass will grow defines natural ravines with rivulets of water intermittently feeding the plants



Capilano Lake and Capilano river is defined with stainless steel where water constantly flows



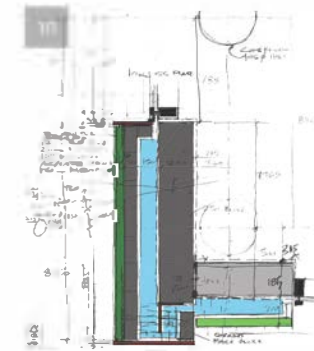
Simplified network of roads is overlaid on top of the other layers



Coastline is defined and the site for North Shore Waste Water Treatment Plant is highlighted



South East Perspective of Moss Wall



- metal panel
- concrete block wall
- insulation and membranes
- metal panel
- interior wall
- glass mullions

Plan Detail of Moss Wall





For a large majority of the plant there are no real opportunities to view inside to see how waste water is treated.



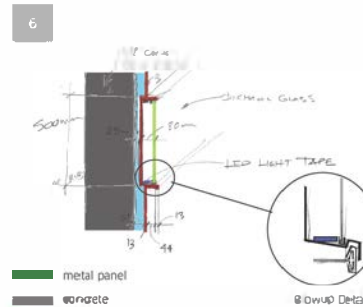
We extrapolated a sampling of elevation markers from the hydraulic profile diagram of the plant to help illustrate the complex movement of water through the treatment process.



The system of slot and fin helps to articulate and breakdown the large scale of the plant and help tell the water processing story of the plant.



Full scale detail model



- metal panel
- concrete
- insulation and membranes
- dichroic glass
- LED strip light

Section Detail of most slots



Using select elevations on the diagram we identified them on the facade by using horizontal slots that is backlit with dichroic glass. Vertical fins adjacent to the slots create signage opportunities to identify the height of the slot and where in the process its occurring.

## A34 SLOTS DETAIL





A35 EW O&M SECTION



SCALE 1 = 100







A36 NS O&M SECTION





A37 RENDERED NORTH ELEVATION



NOT TO SCALE



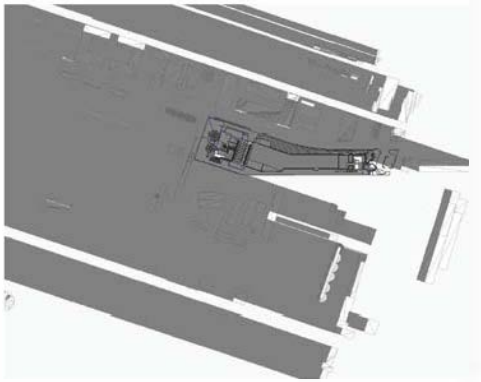


A38 RENDERED SOUTH ELEVATION

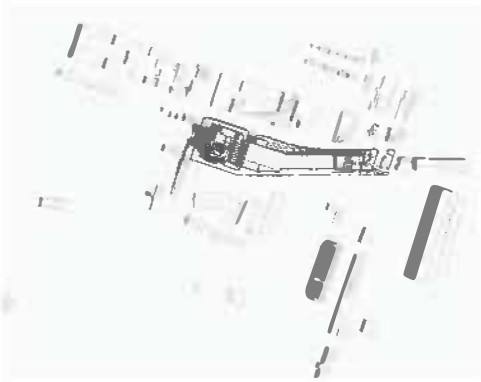


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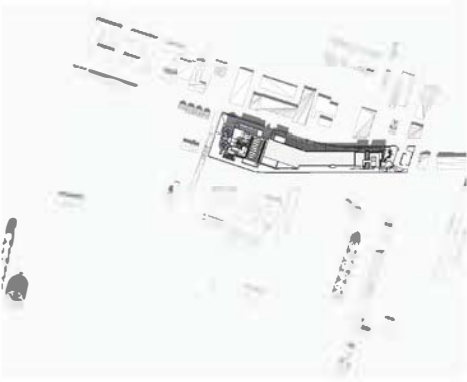




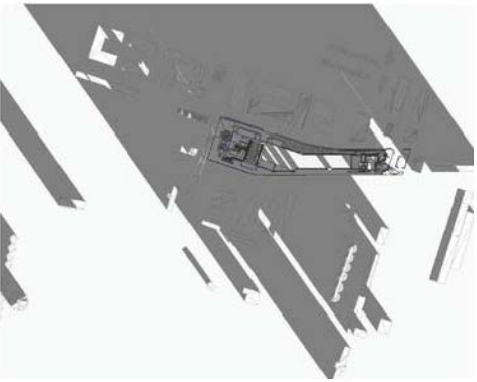
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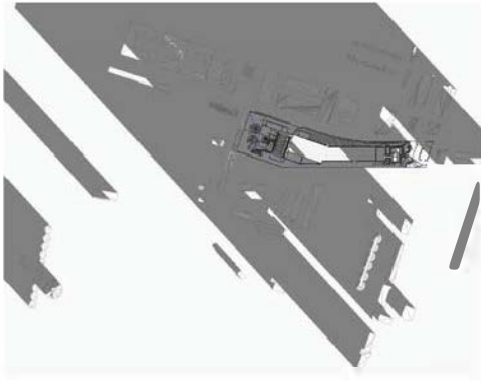
SUMMER SOLSTICE 9:24 AM



FALL EQUINOX 1:02 PM



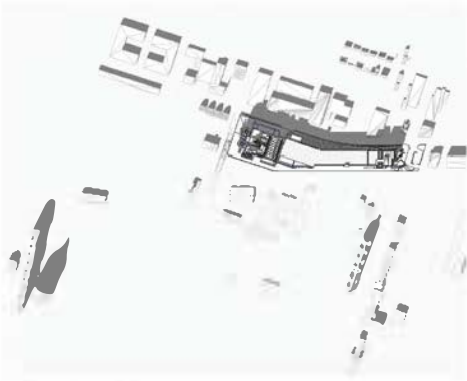
WINTER SOLSTICE 8:26 AM



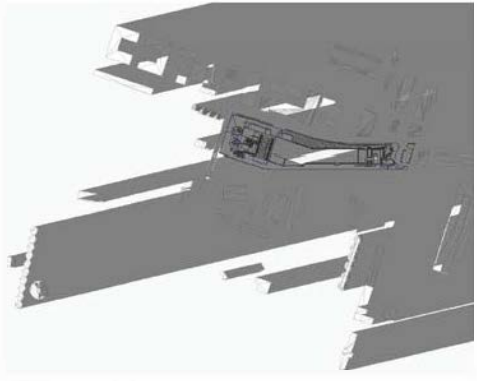
JANUARY 25 8:55 AM



JANUARY 25 11:00 AM



JANUARY 25 2:00 PM



JANUARY 25 5:53 PM



# NORTH SHORE WASTEWATER TREATMENT PLANT

DEVELOPMENT PERMIT LANDSCAPE ARCHITECTURAL DRAWINGS 11 - 24 - 2017  
SUPPLEMENTAL DRAWINGS FOR DEVELOPMENT PERMIT






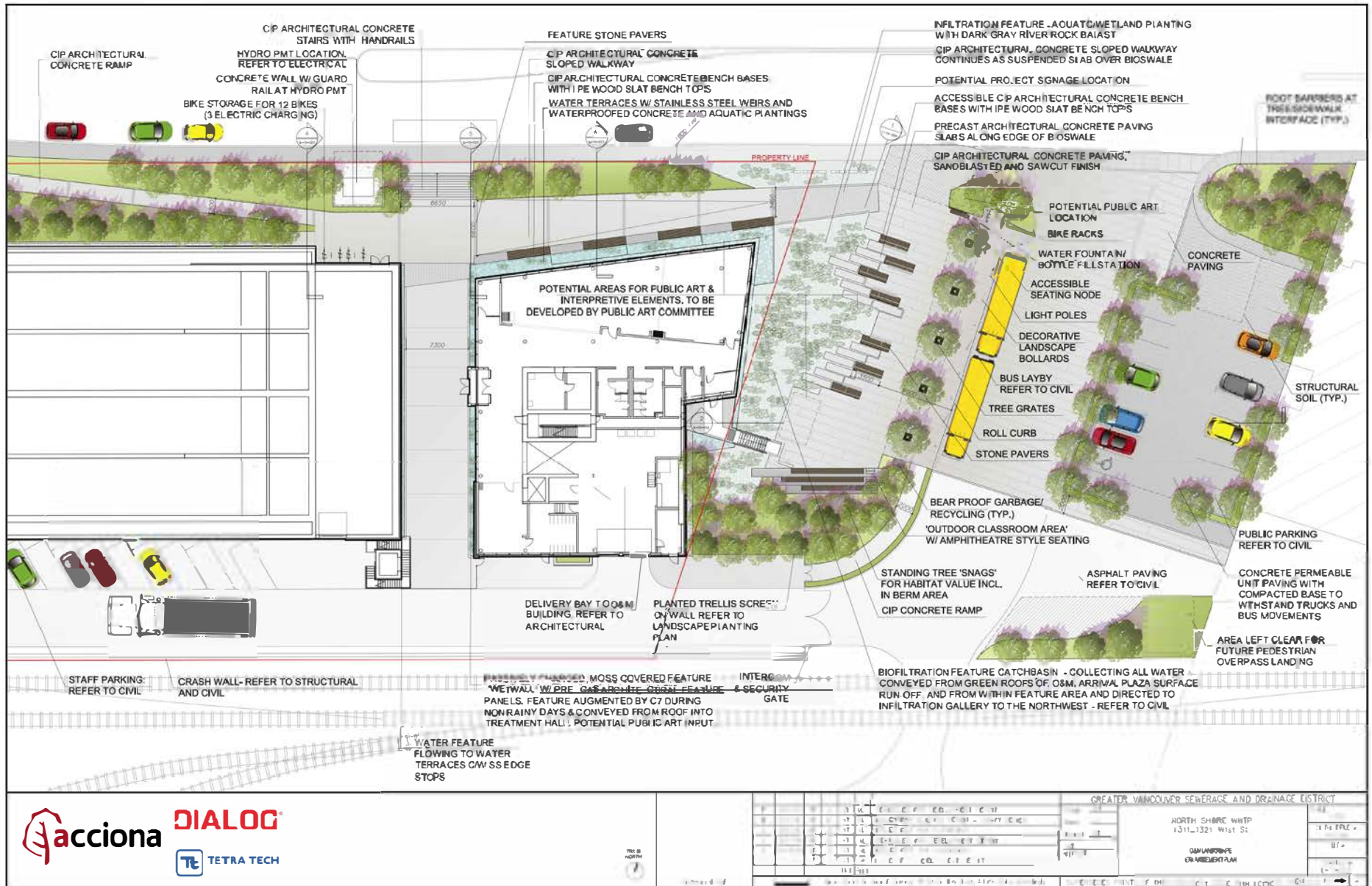
## DRAWING LIST:

L-10-001	RENDERED LANDSCAPE SITE PLAN
L-10-002	O&M LANDSCAPE ENLARGEMENT PLAN
L-10-003	O&M ROOFTOP ENLARGEMENT PLAN
L-10-004	LANDSCAPE BERM ENLARGEMENT PLAN
L-10-005	WESTERN LANDSCAPE ENLARGEMENT PLAN
L-10-006	O&M CONCEPT GRADING PLAN
L-10-007	O&M ROOFTOP CONCEPT GRADING PLAN
L-10-008	LANDSCAPE BERM CONCEPT GRADING PLAN
L-10-009	WESTERN LANDSCAPE CONCEPT GRADING PLAN
L-10-010	O&M LANDSCAPE PLANTING PLAN
L-10-011	O&M ROOFTOP PLANTING PLAN
L-10-012	LANDSCAPE BERM PLANTING PLAN
L-10-013	WESTERN LANDSCAPE PLANTING PLAN
L-10-014	PLANT ROOFTOP PLANTING PLAN
L-10-015	LANDSCAPE PLANT LIST & NOTES
L-10-016	LANDSCAPE STORMWATER STRATEGY
L-10-017	LANDSCAPE CONCEPT LIGHTING STRATEGY
L-10-018	O&M LANDSCAPE DESIGN/BUILD IRRIGATION PLAN
L-10-019	O&M ROOFTOP DESIGN/BUILD IRRIGATION PLAN
L-10-020	LANDSCAPE BERM DESIGN/BUILD IRRIGATION PLAN
L-10-021	WESTERN LANDSCAPE DESIGN/BUILD IRRIGATION PLAN
L-10-022	PLANT ROOFTOP DESIGN/BUILD IRRIGATION PLAN
L-10-023	RENDERED LANDSCAPE SECTIONS
L-10-024	LANDSCAPE SECTIONS
L-10-025	LANDSCAPE ILLUSTRATIVE ELEVATIONS
L-10-026	LANDSCAPE DETAILS
L-10-027	LANDSCAPE DETAILS
L-10-028	LANDSCAPE DETAILS
L-10-029	LANDSCAPE DETAILS
L-10-030	LANDSCAPE DETAILS
L-10-031	LANDSCAPE DETAILS
L-10-032	LANDSCAPE CHARACTER IMAGE BOARD
L-10-033	LANDSCAPE FURNISHINGS & FEATURES IMAGE BOARD

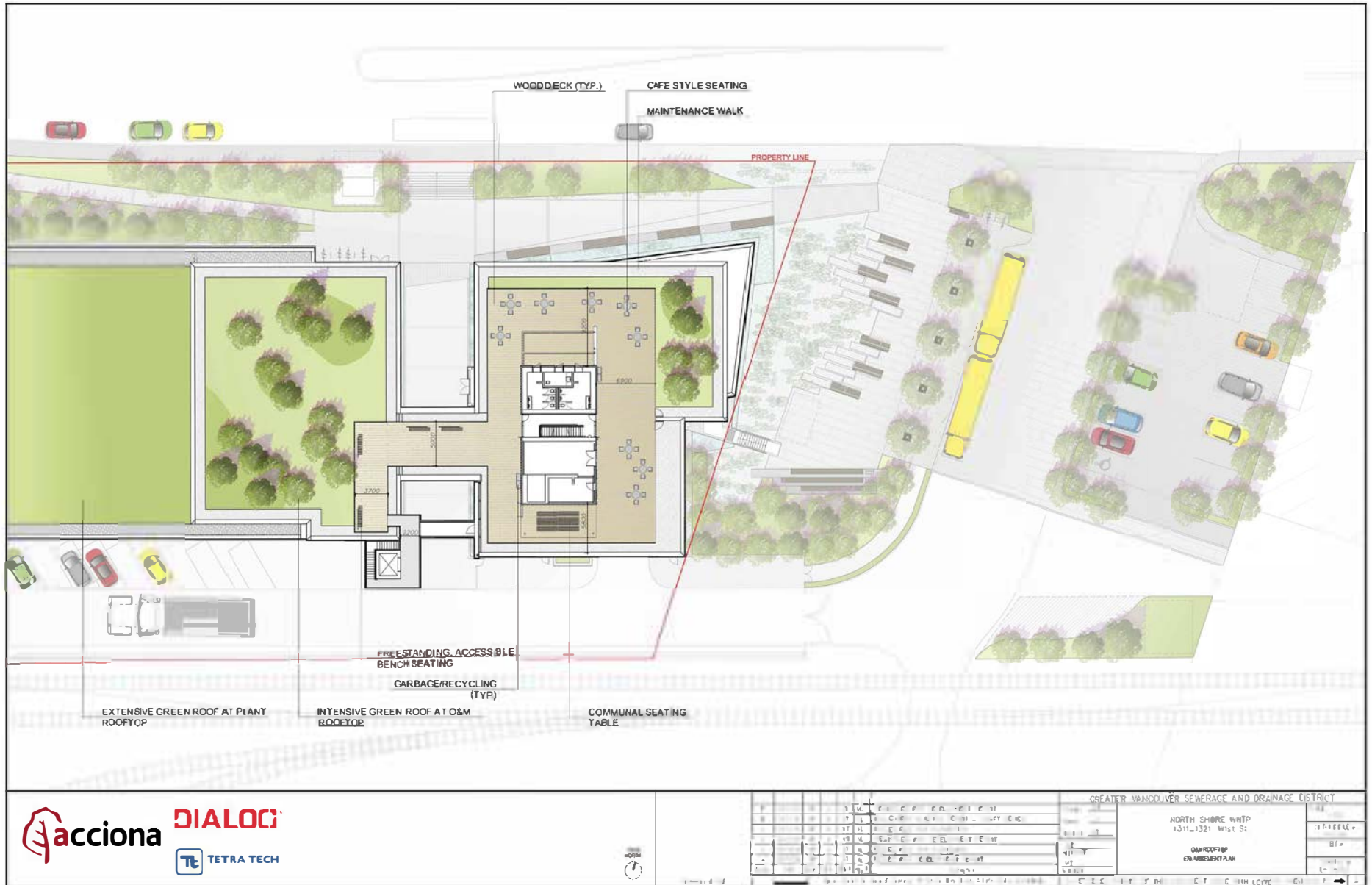


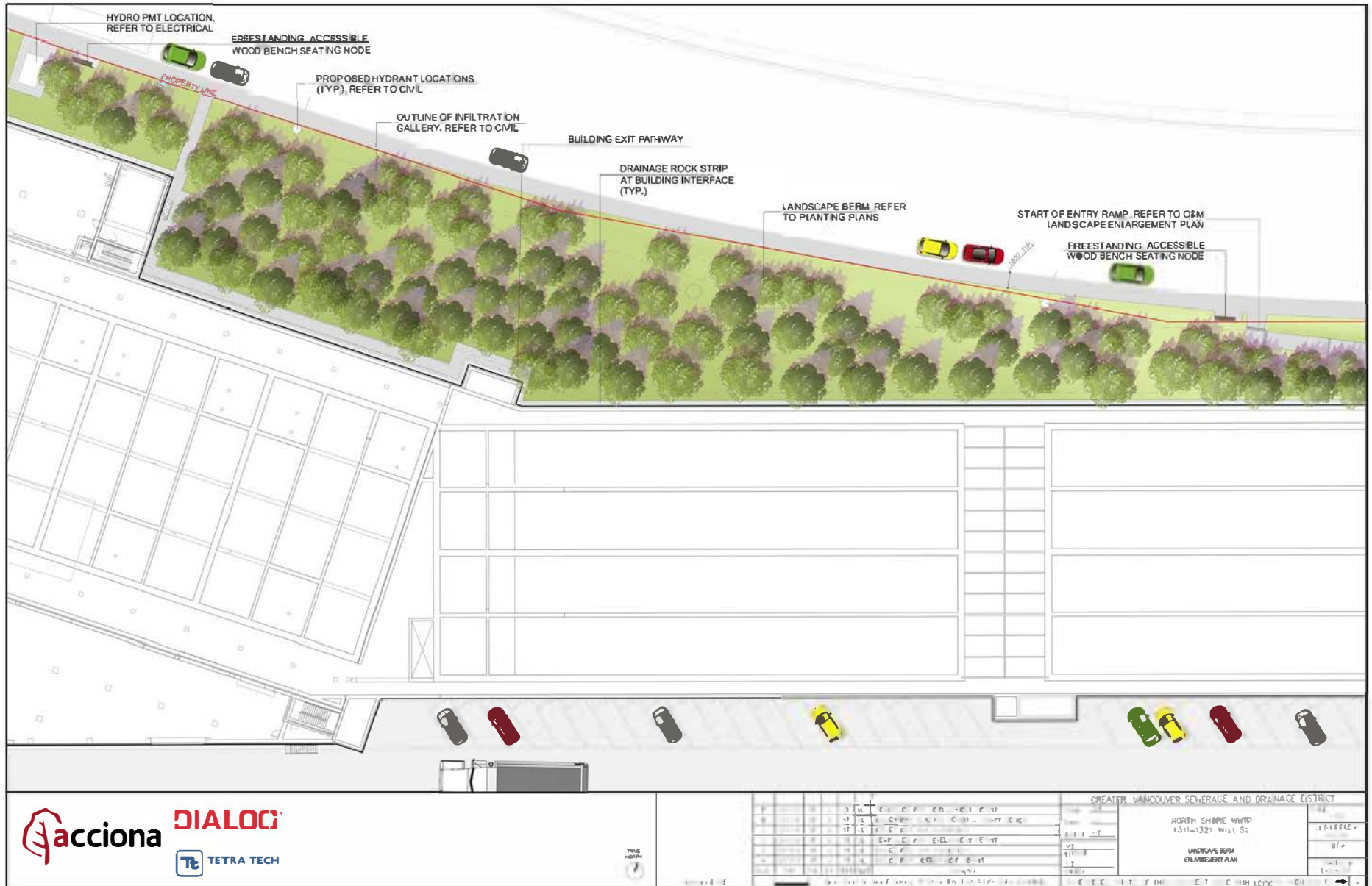


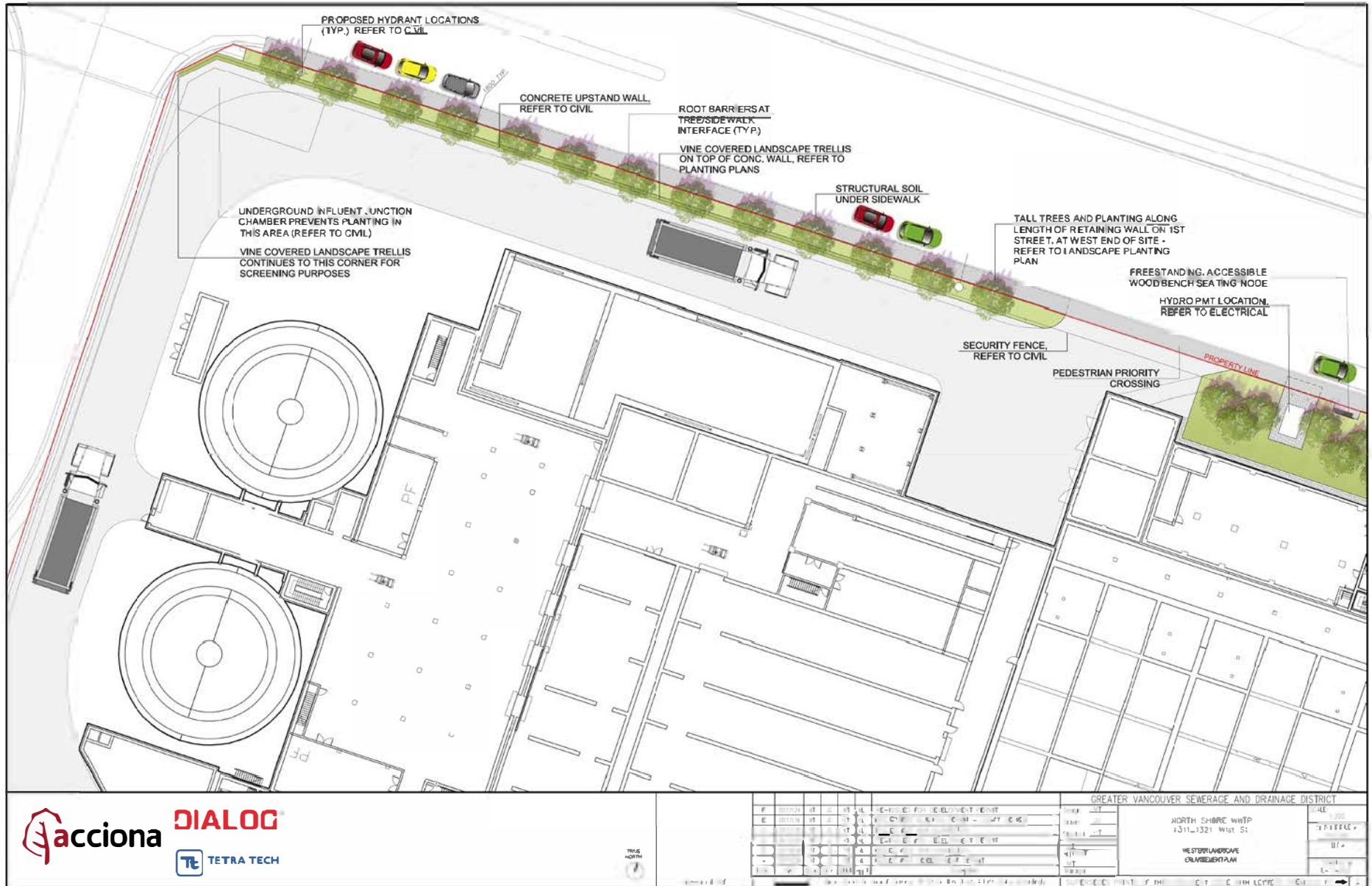
  		<div>DATE: 10/10/2021</div> <div>TIME: 10:00 AM</div>		<table><tr><td>1</td><td>PRELIMINARY DESIGN</td><td>10/10/2021</td><td>J. SMITH</td><td>M. JONES</td></tr><tr><td>2</td><td>FINAL DESIGN</td><td>10/10/2021</td><td>J. SMITH</td><td>M. JONES</td></tr><tr><td>3</td><td>CONSTRUCTION</td><td>10/10/2021</td><td>J. SMITH</td><td>M. JONES</td></tr><tr><td>4</td><td>OPERATION</td><td>10/10/2021</td><td>J. SMITH</td><td>M. JONES</td></tr><tr><td>5</td><td>MAINTENANCE</td><td>10/10/2021</td><td>J. SMITH</td><td>M. JONES</td></tr></table>	1	PRELIMINARY DESIGN	10/10/2021	J. SMITH	M. JONES	2	FINAL DESIGN	10/10/2021	J. SMITH	M. JONES	3	CONSTRUCTION	10/10/2021	J. SMITH	M. JONES	4	OPERATION	10/10/2021	J. SMITH	M. JONES	5	MAINTENANCE	10/10/2021	J. SMITH	M. JONES	<div>GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT</div> <div>NORTH SHORE WWTTP</div> <div>1311-1521 WEST ST</div> <div>REPORT: LANDSCAPE SITE PLAN</div> <div>SCALE: 1:1000</div> <div>DATE: 10/10/2021</div> <div>BY: J. SMITH</div> <div>CHECKED: M. JONES</div>
1	PRELIMINARY DESIGN	10/10/2021	J. SMITH	M. JONES																										
2	FINAL DESIGN	10/10/2021	J. SMITH	M. JONES																										
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4	OPERATION	10/10/2021	J. SMITH	M. JONES																										
5	MAINTENANCE	10/10/2021	J. SMITH	M. JONES																										



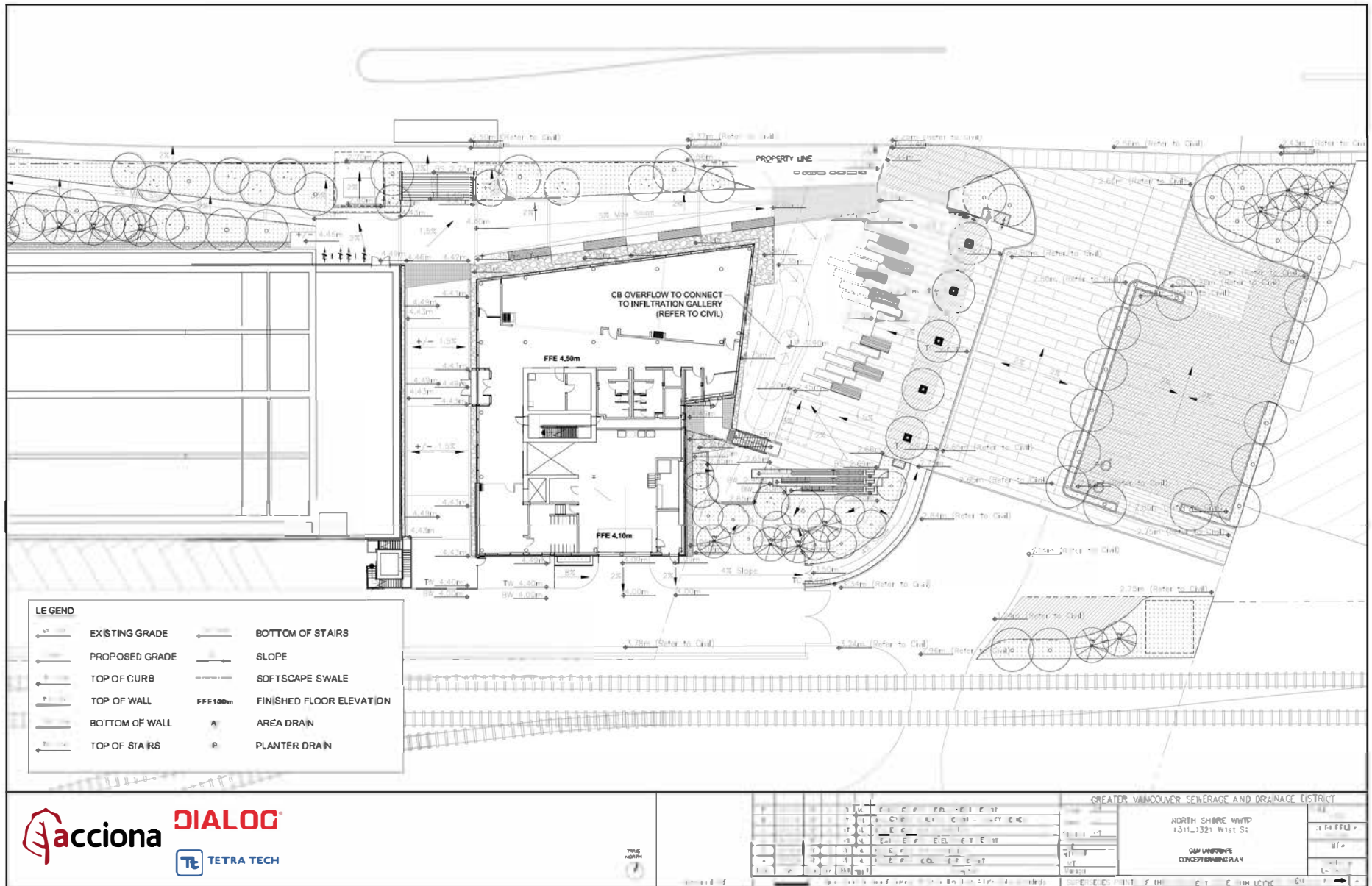


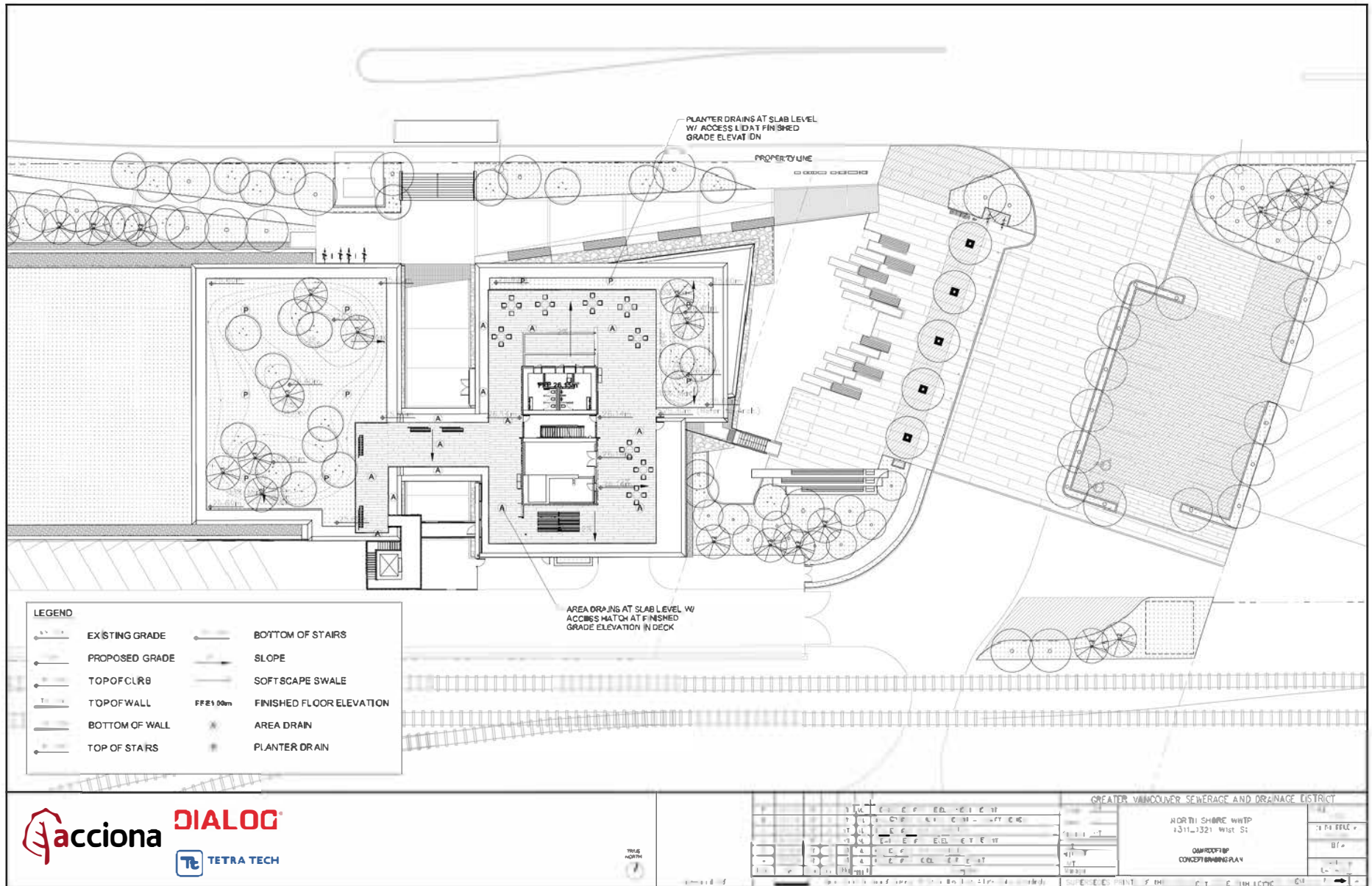


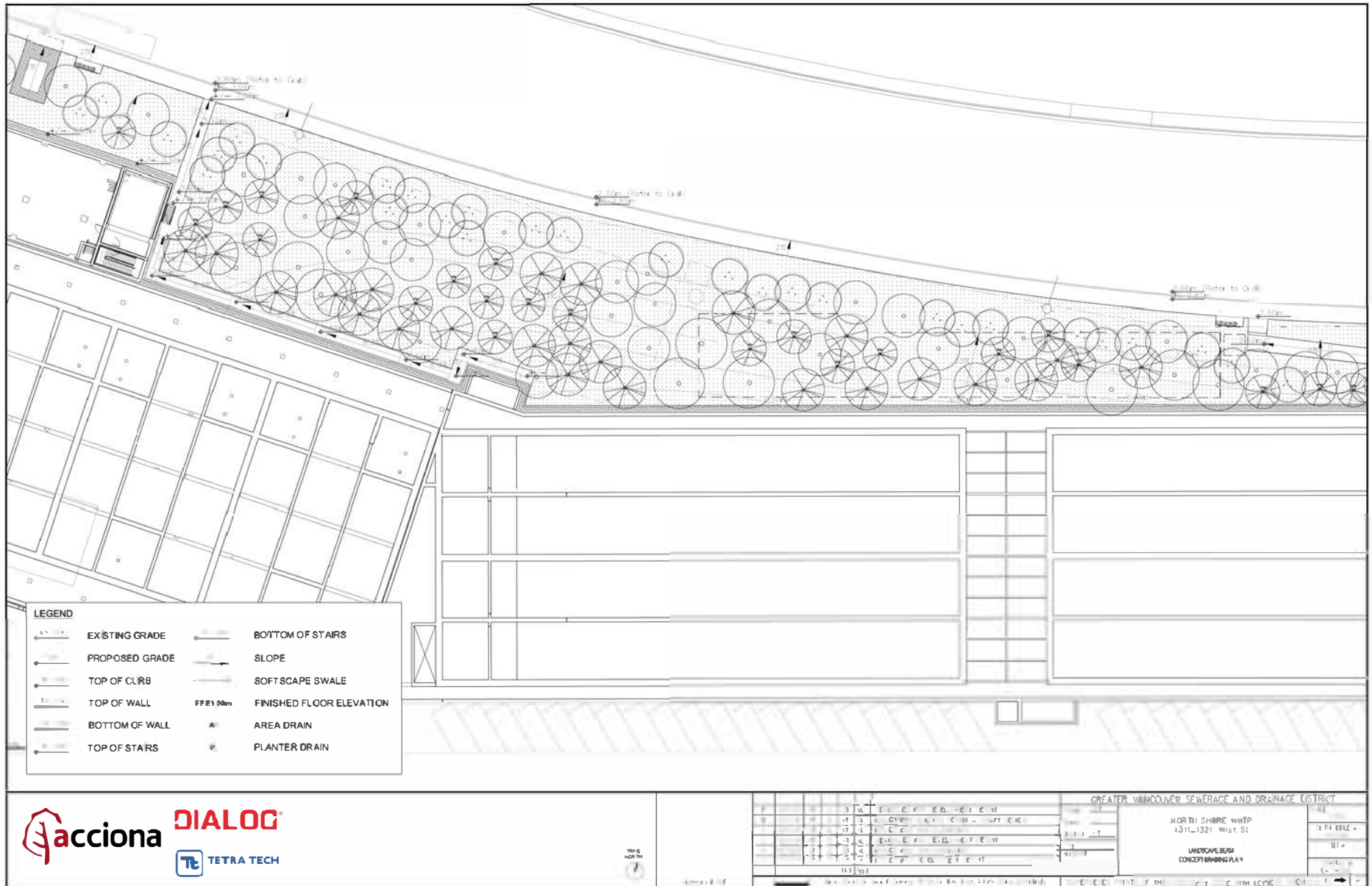




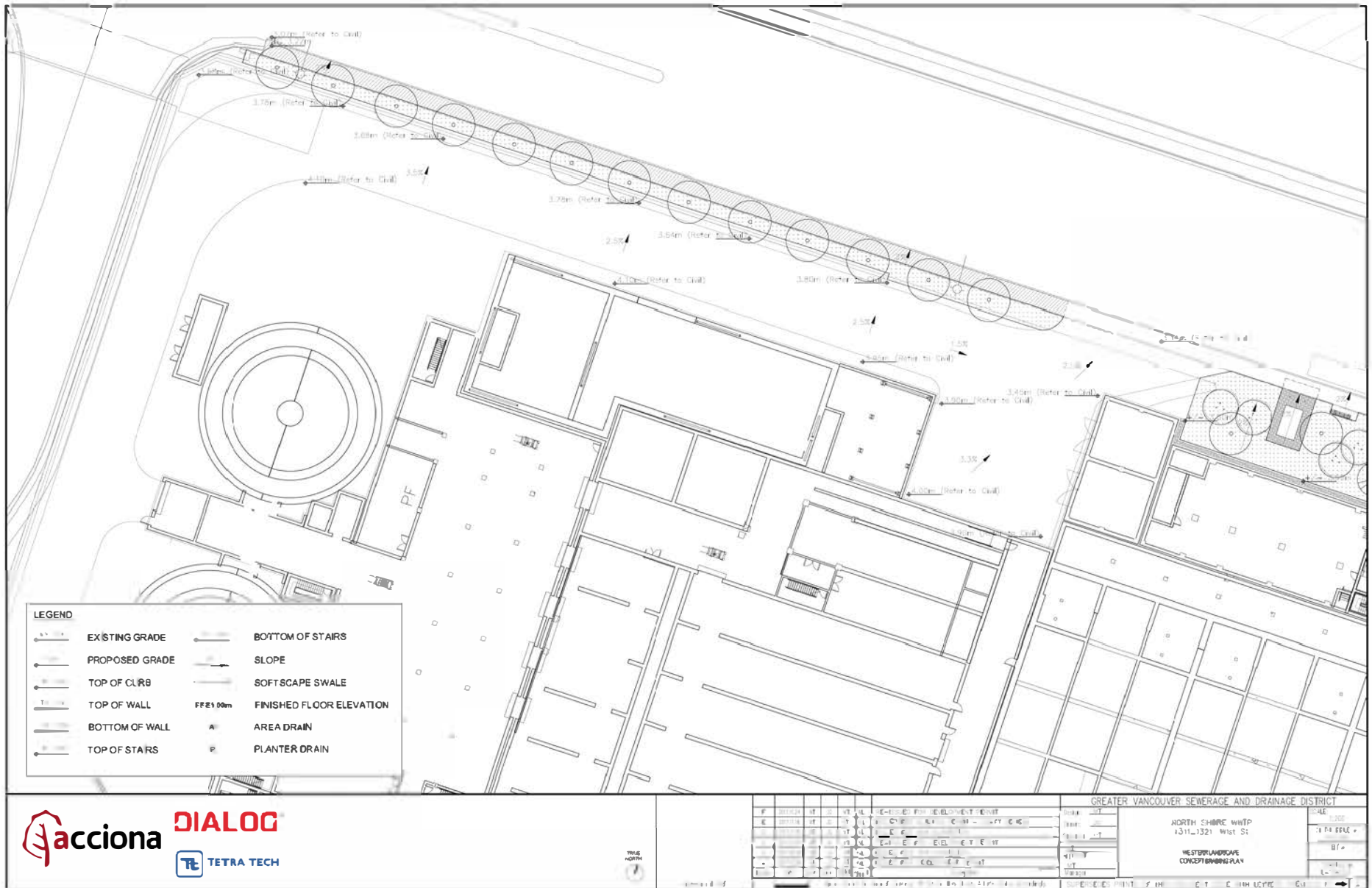


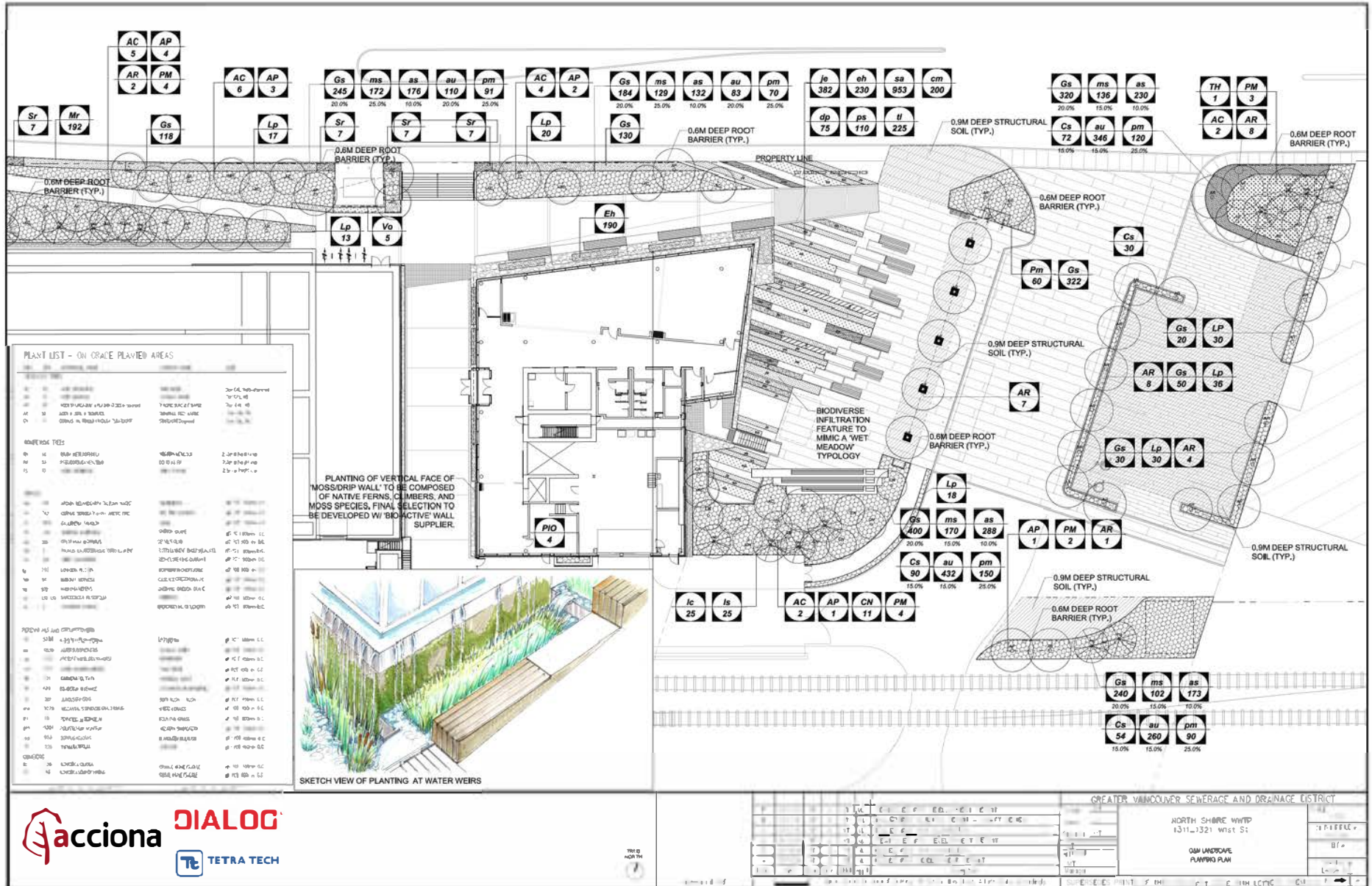








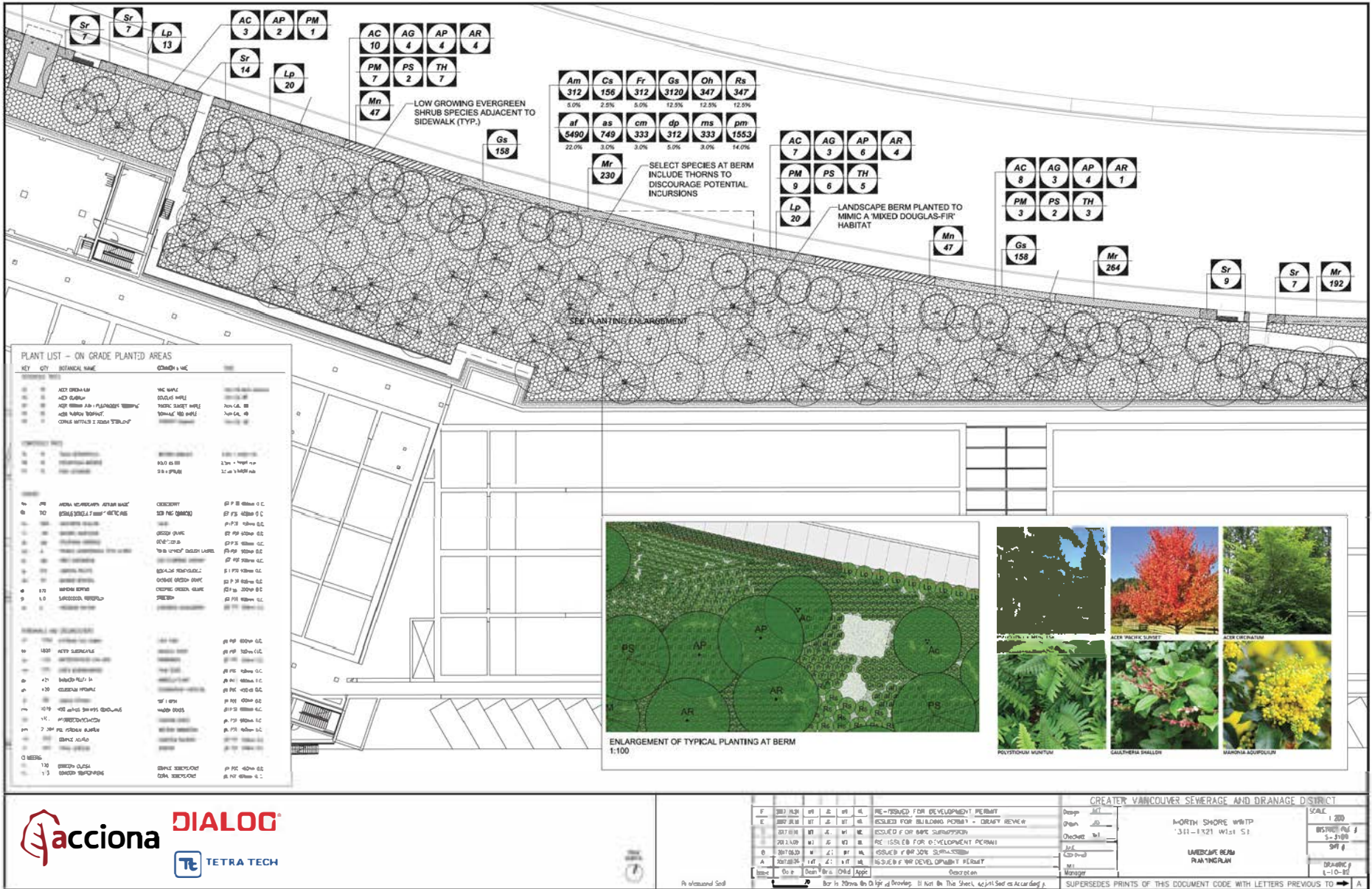


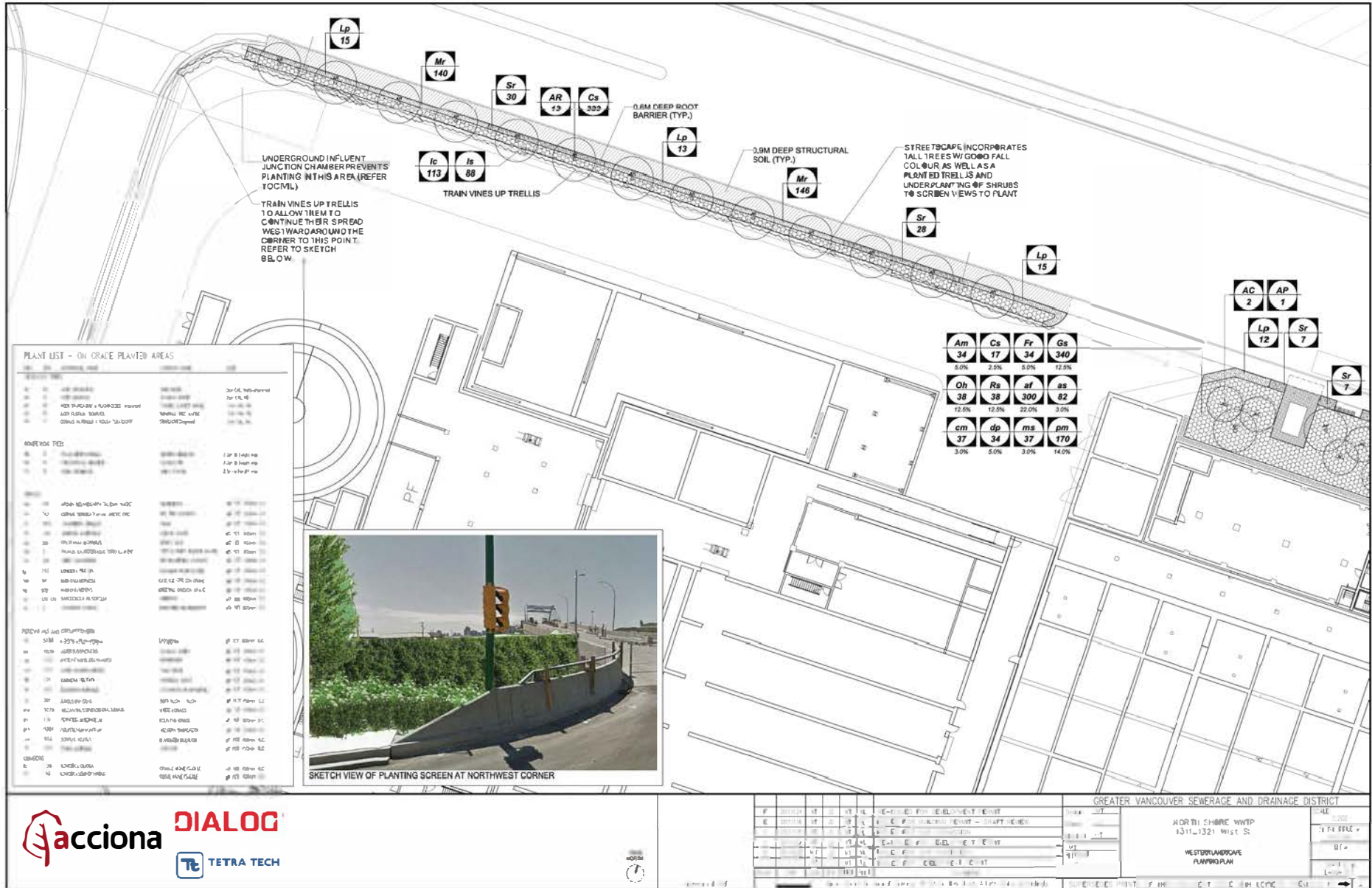




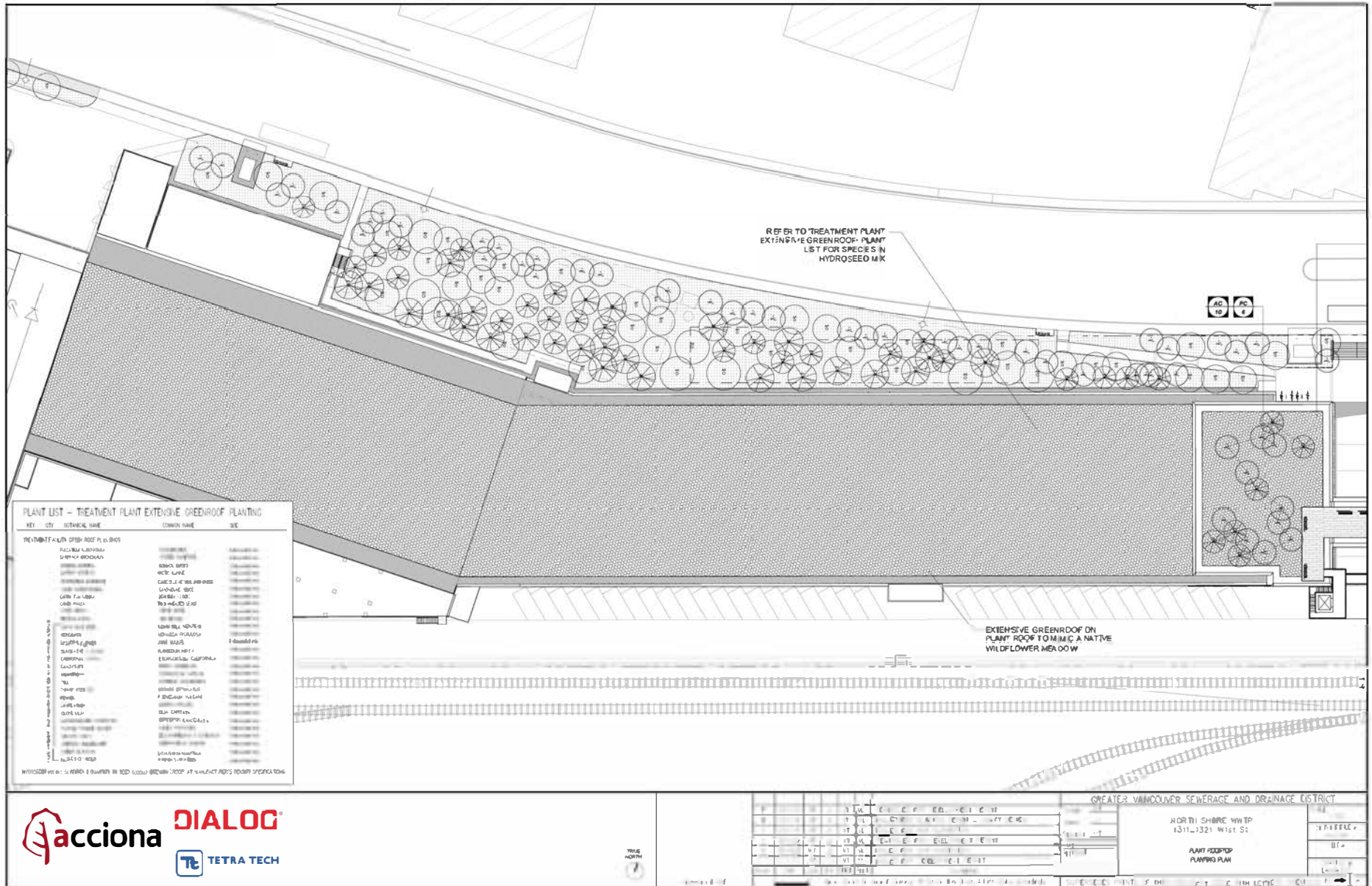






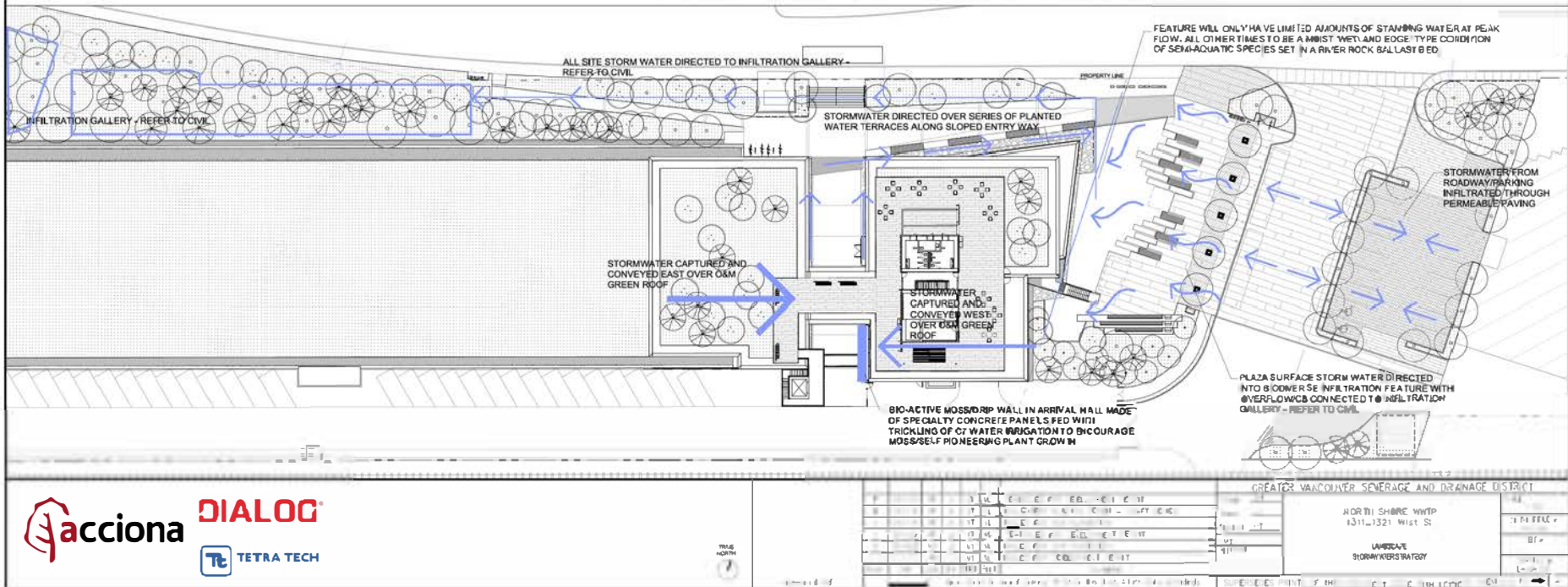




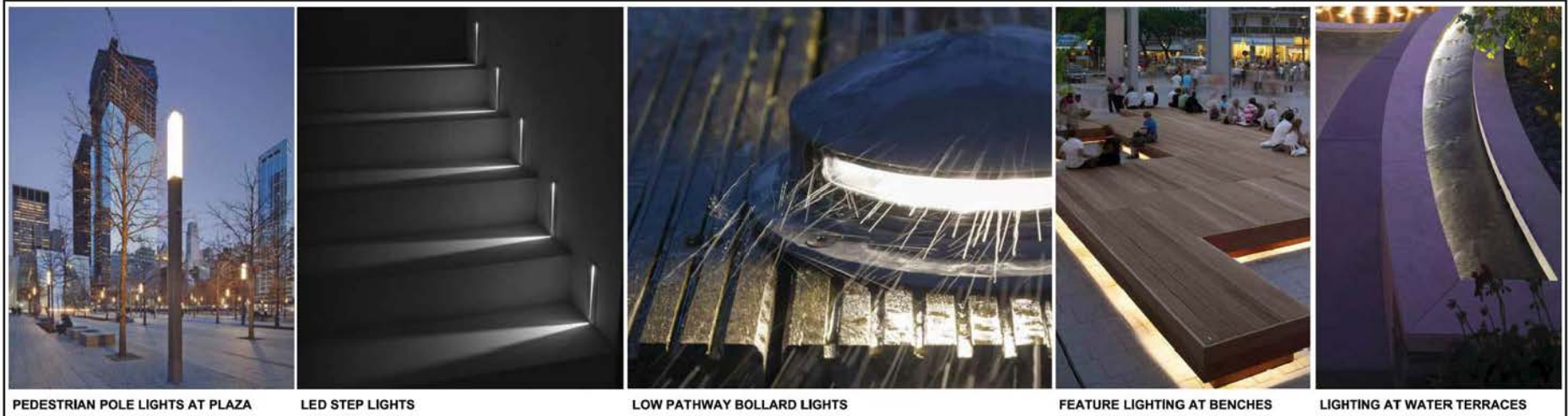












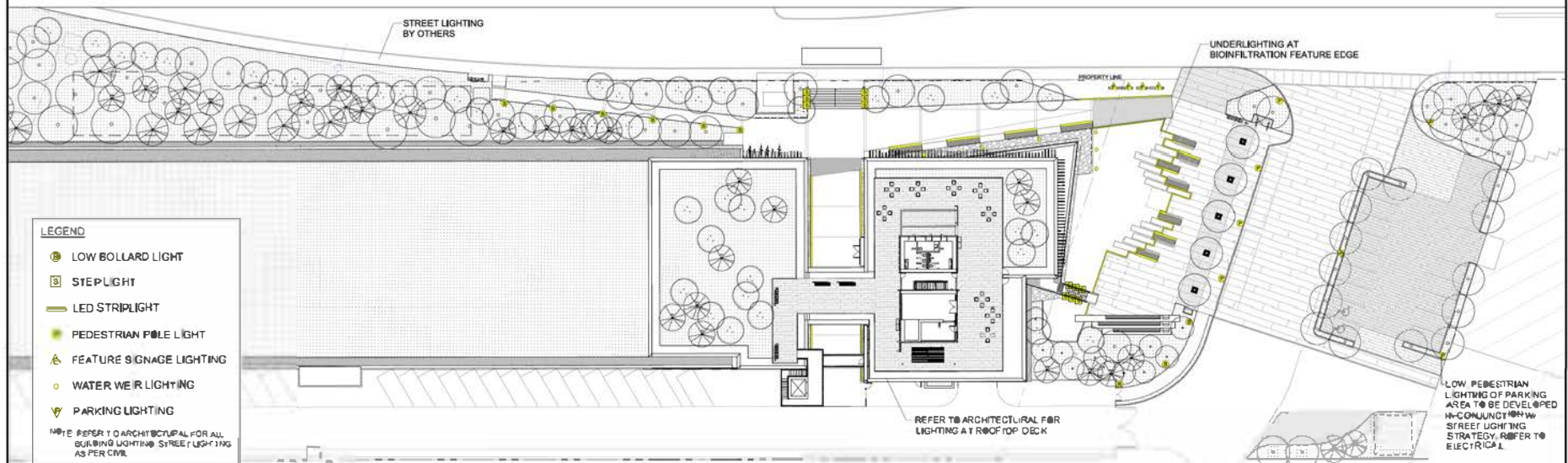
PEDESTRIAN POLE LIGHTS AT PLAZA

LED STEP LIGHTS

LOW PATHWAY BOLLARD LIGHTS

FEATURE LIGHTING AT BENCHES

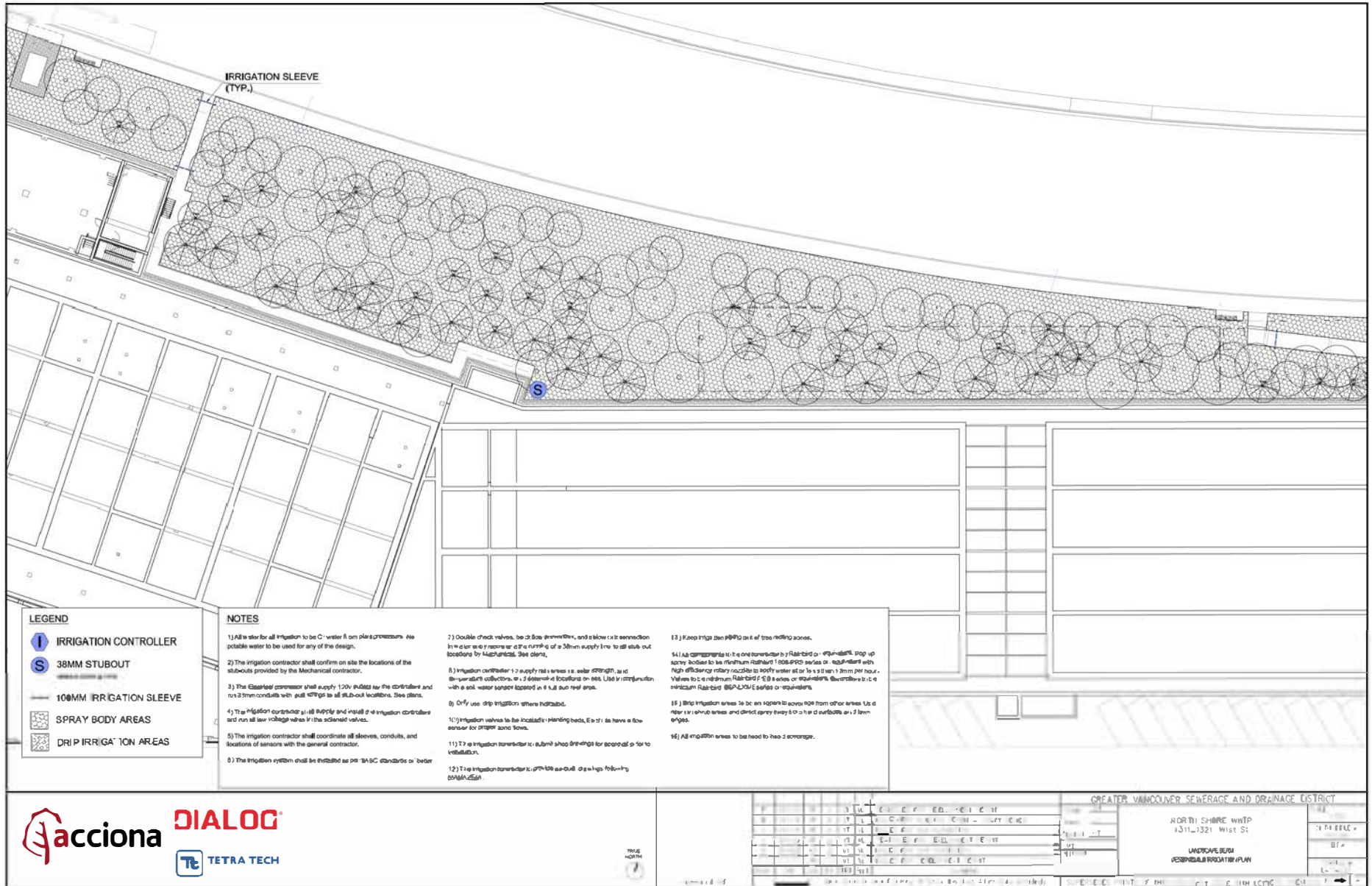
LIGHTING AT WATER TERRACES





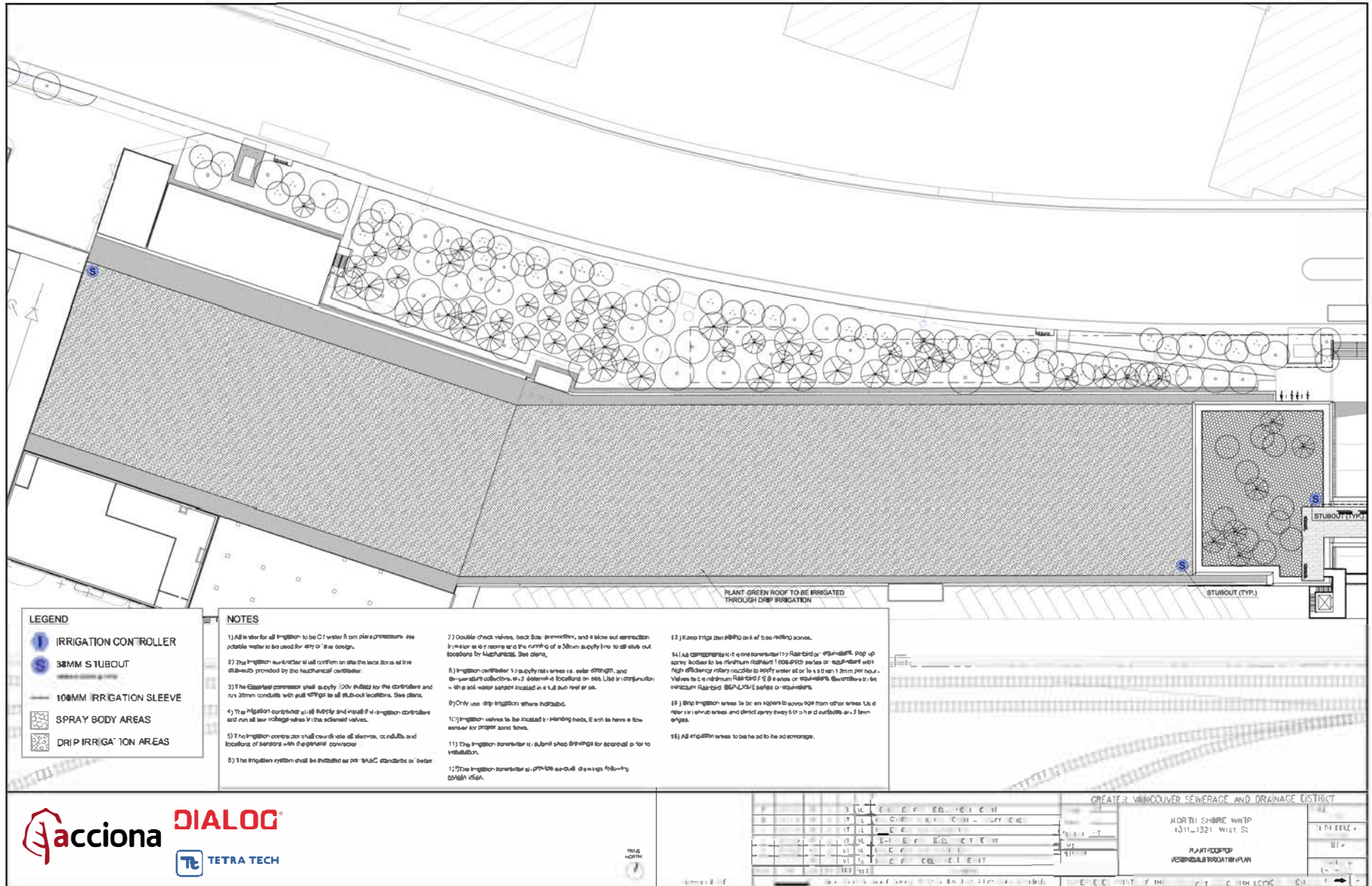




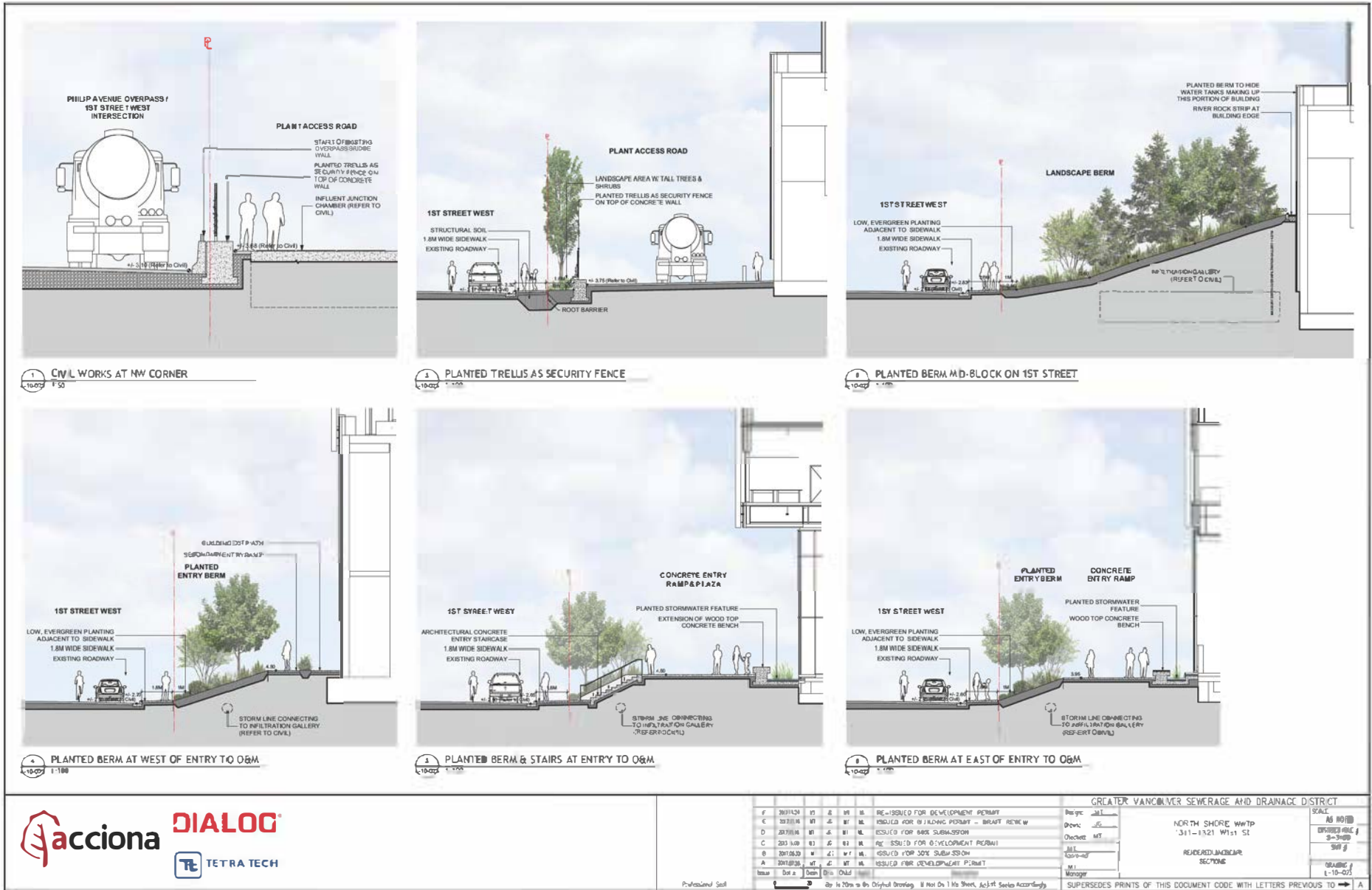


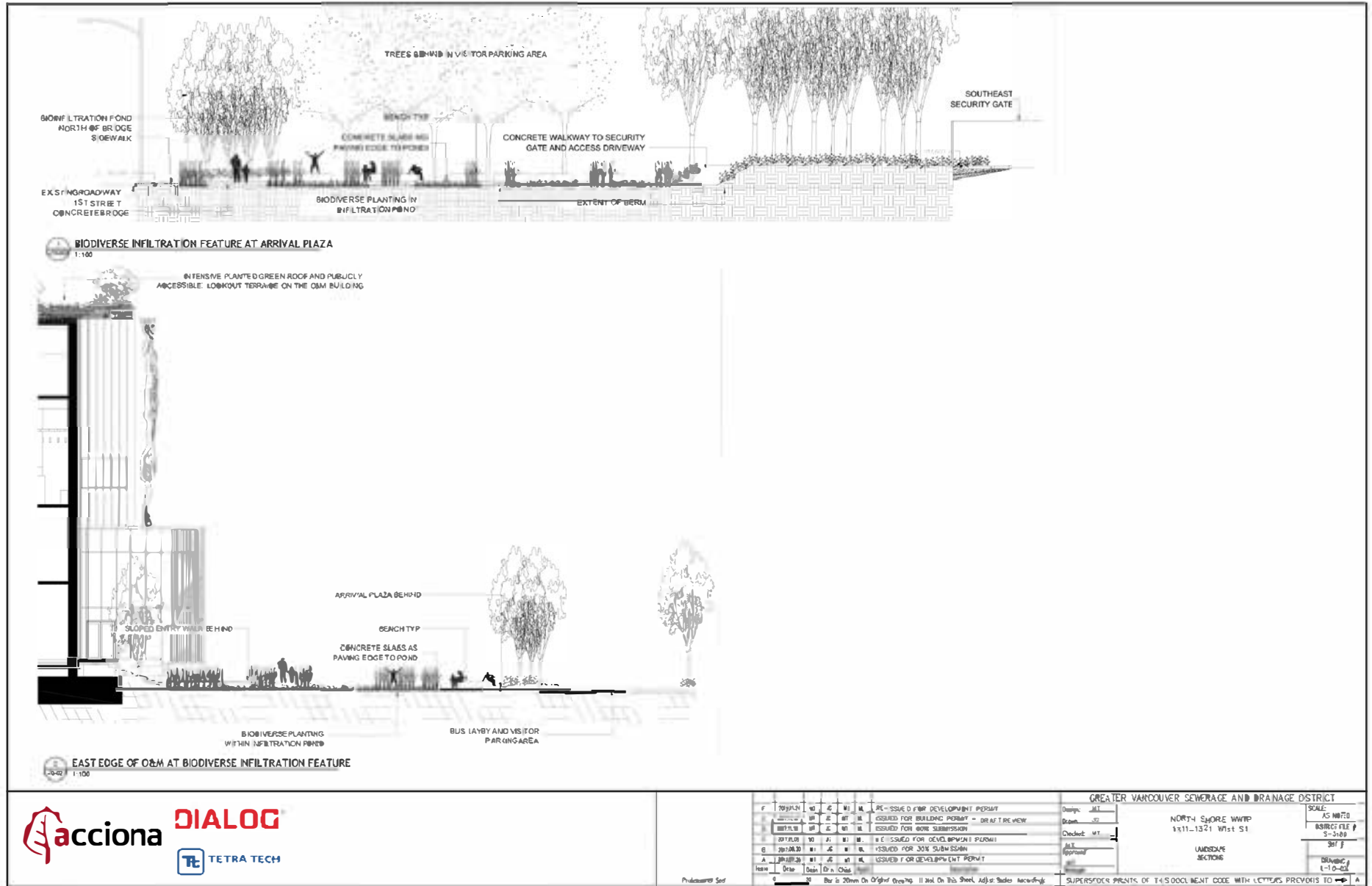














**NORTH LANDSCAPE ILLUSTRATIVE ELEVATION**  
NYS (APPROX. 1:600)

NOTE: THESE ILLUSTRATIVE LANDSCAPE ELEVATIONS SHOW PREDICTED TREE AND PLANT SIZES 10+ YEARS AFTER CONSTRUCTION. REFER TO PLANTING PLAN FOR INSTALL SIZES. REFER TO ARCHITECTURE FOR LATEST BUILDING OVERSIGHTS AND FINISHES.



**EAST LANDSCAPE ILLUSTRATIVE ELEVATION**  
NYS (APPROX. 1:600)



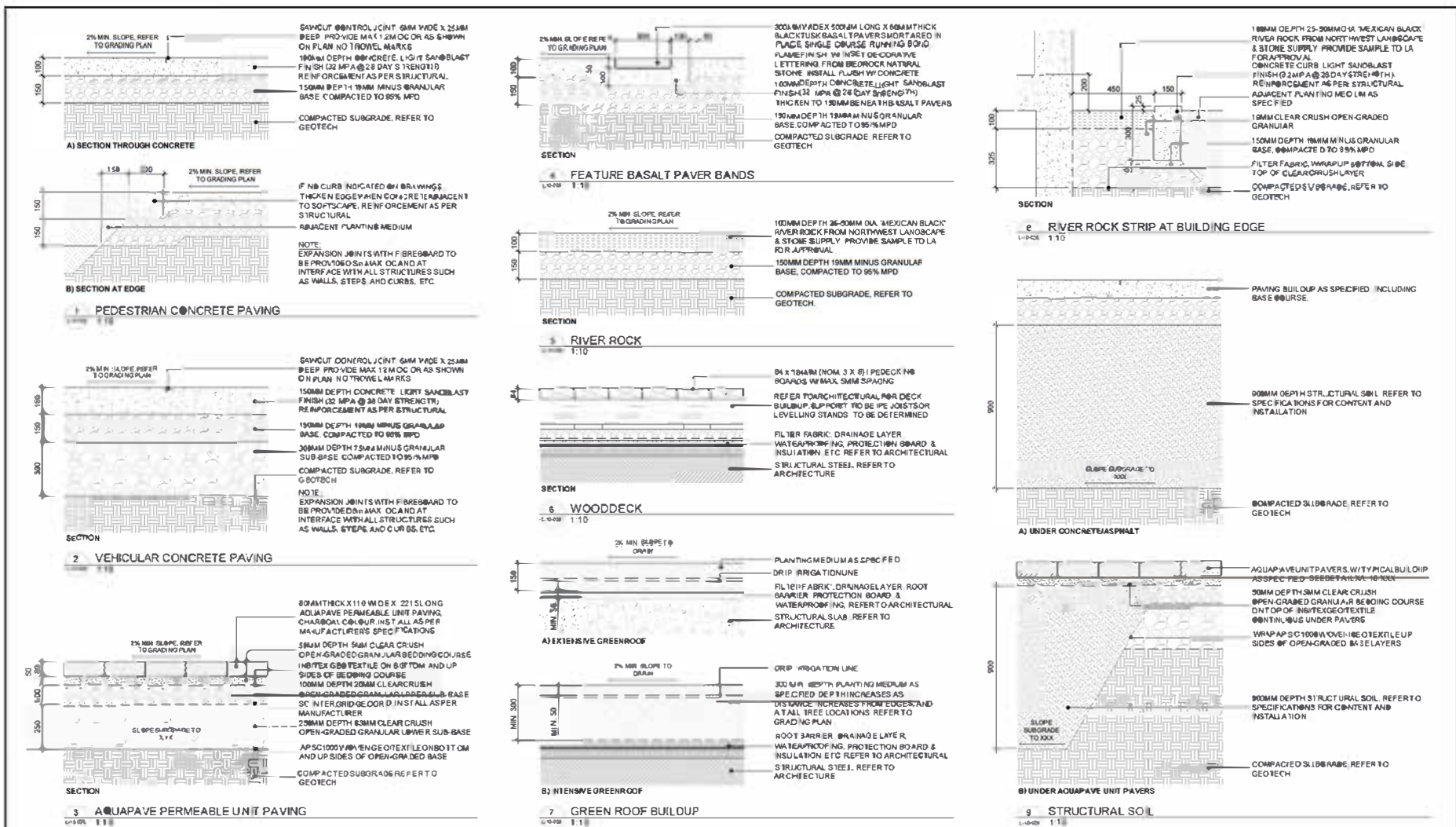
Professional Seal

Rev	Date	By	Check	Appr	Description
F	2021/12/14	MT	JE	MT	RE-ISSUED FOR DEVELOPMENT PERMIT
E	2021/11/16	MT	JE	MT	ISSUED FOR BUILDING PERMIT - DRAFT REVIEW
D	2021/11/16	MT	JE	MT	ISSUED FOR BAS SUBMISSION
C	2021/11/16	MT	JE	MT	RE-ISSUED FOR DEVELOPMENT PERMIT
B	2021/08/20	MT	JE	MT	ISSUED FOR JOR SUBMISSION
A	2021/07/26	MT	JE	MT	ISSUED FOR DEVELOPMENT PERMIT

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT			
Project	ALL	Scale	AS SHOWN
Drawn	JE	Revised Date	8-3-2020
Checked	MT	Sheet	65
Appr	MT	Drawing	11-10-2025
Manager	MT		

SUPERSEDES PRINTS OF THIS DOCUMENT CODE WITH LETTERS PREVIOUS TO ➡ A



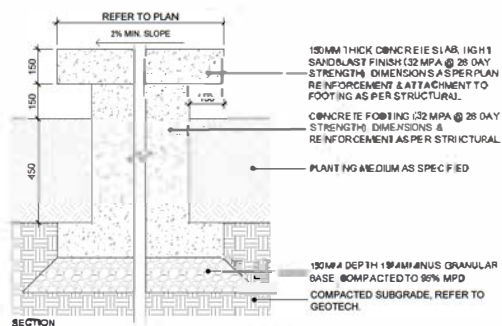




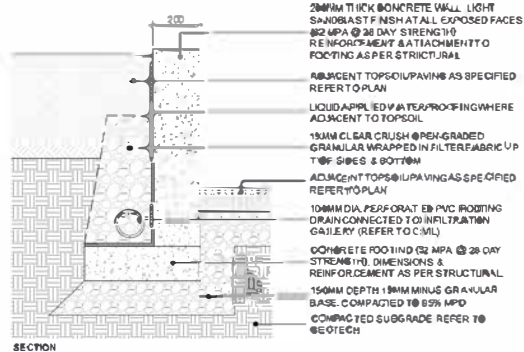




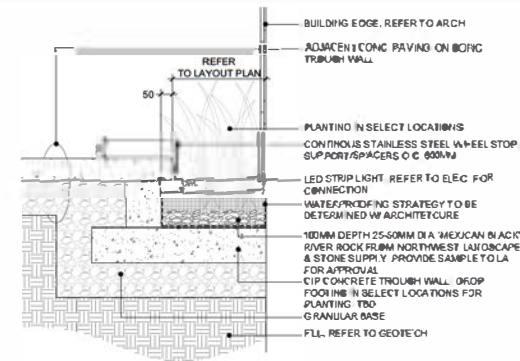


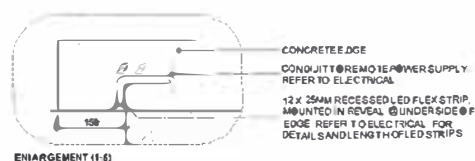
1 CONCRETE PAVING SLABS AT INFILTRATION FEATURE  
1:10



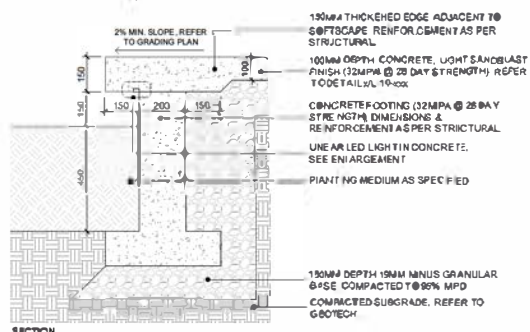
2 CONCRETE LANDSCAPE WALL  
1:10



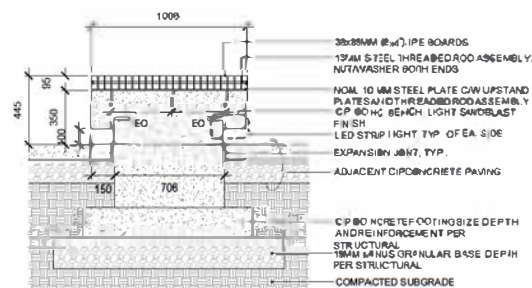
3 CIP CONCRETE WATER TROUGH AND WHEEL STOP  
1:10



ENLARGEMENT (1-5)



4 CONCRETE PAVING EDGE AT INFILTRATION FEATURE  
1:10



5 WOOD TOP CIP CONC. BENCH  
1:15



GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT									
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001
PROJECT	17-001	DATE	2017-01-10	BY	17-001	DATE	2017-01-10	BY	17-001

ADJACENT PAVING

PL

10.00

TW 4.50

3:1 MAX

10MM PEAF PIPE WITH FILTER FABRIC SURROUND, CONNECT TO STORM

REFERTO STRUCTURAL FBR GRANULAR FILL

BW 2.80

2%

UTILITY LID FLUSH WITH PAVING

PLANTING (BEYOND)

BURLARD

C/P ARCH CONC. OVER WALL, LIGHT SANDBLAST FINISH SLOPE (BEYOND)

ADJACENT PAVING

COMPACTED SUBGRADE

SS GUARDRAIL SURFACE MOUNTED ON  
CIP CONC. CHEEK WALL

300

658

300

150 TYP

PER STRUCTURAL

300 300

SS HANDRAIL END STANCHIONS  
EMBED  
PLANTING (BEYOND)  
CIP ARCH. CONCRETE CHEEK WALL  
LIGHT SANDBLAST FINISH AT ALL  
EXPOSED FACES  
CIP ARCH. BONCRETE STAIR LIGHT  
SANDBLAST FINISH AT ALL EXPOSED  
FACES. REFER TO STRUCT FOR DEPTHS  
AND REINFORCING  
ADJACENT PAVING  
CIP CONC. PAVING STANCHION EMBED  
COMPACTED SUBGRADE  
EXPANSION JOINT TYP TOP AND  
BOTTOM  
15MM MINUS GRANULAR BASE DEPTH  
PER STRUCTURAL

SEE TYP  
TOP AND BOTTOM

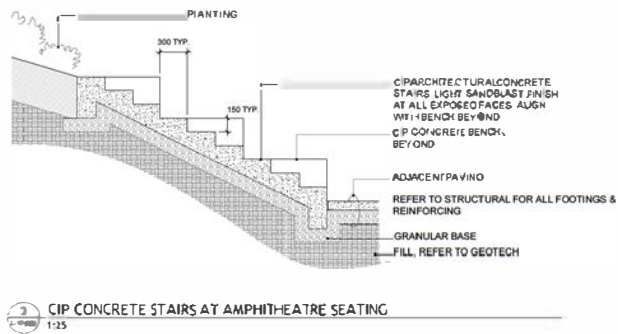
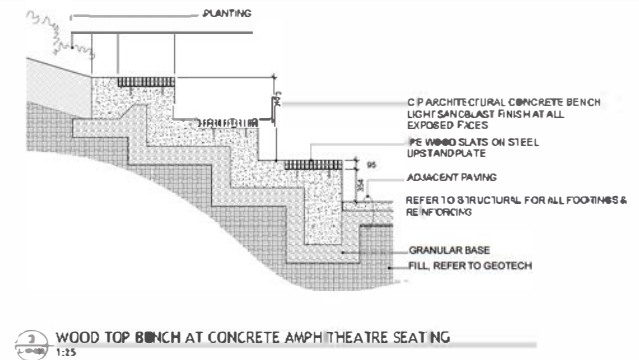
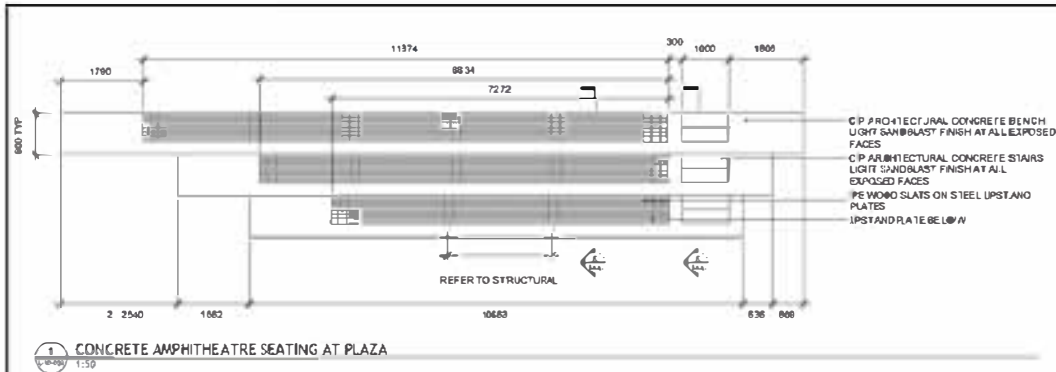
NOTES

1. GRIND ALL CUTAWAYED SURFACES TO  
SMOOTH UNIFORM FINISH.
2. PROVIDE SHOP DRAWINGS, SIGNED AND  
SEALED BY A STRUCTURAL ENGINEER  
LICENSED TO PRACTICE IN BRITISH  
COLUMBIA FOR ALL METAL FABRICATION  
AND ATTACHMENT.
3. REFER TO STRUCTURAL FOR ALL  
CONCRETE REINFORCING AND DEPTHS  
AND STANCHION SPACING PER  
STRUCTURAL  
RECEDED WALL LIGHTS

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT

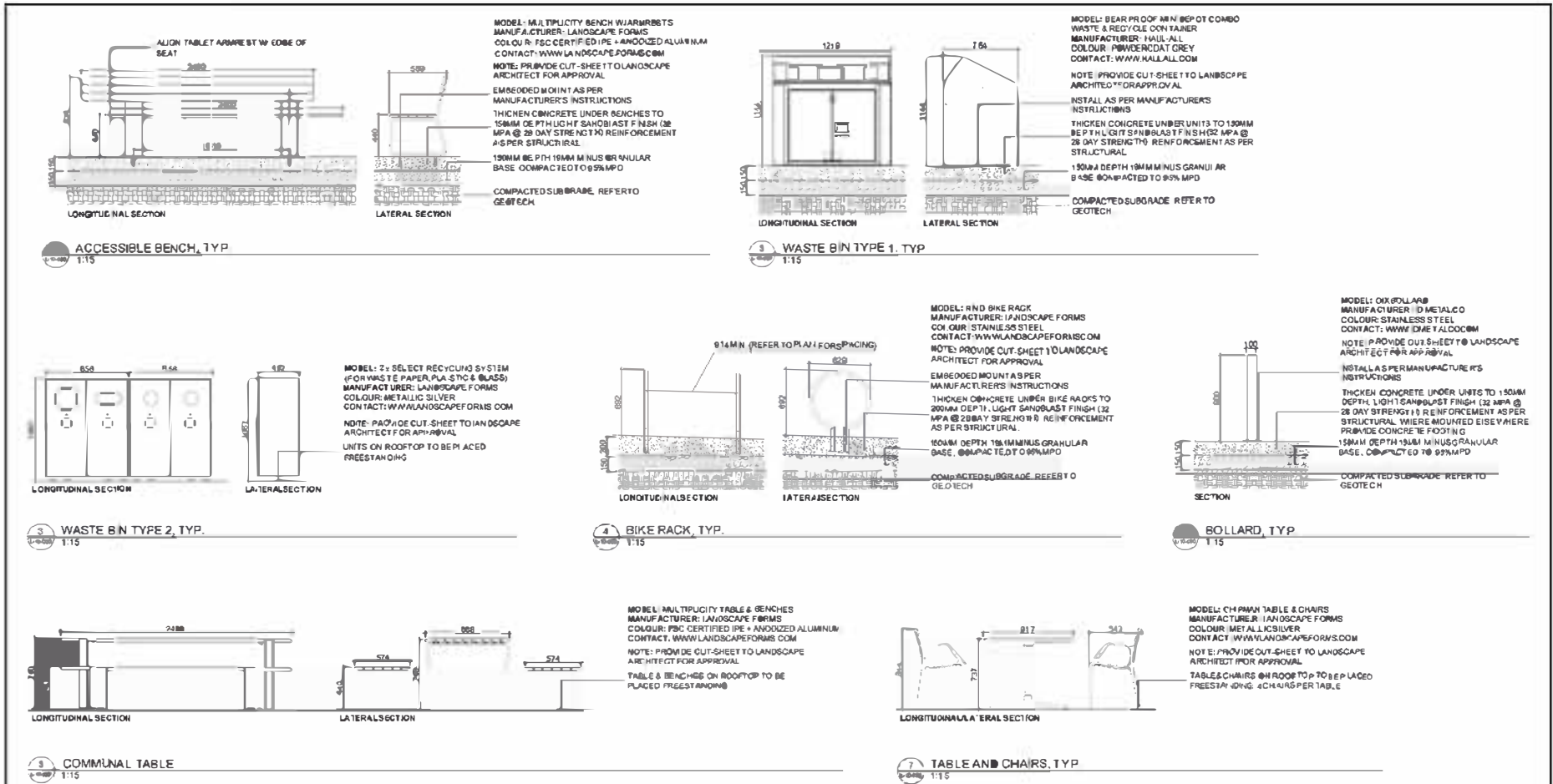
NORTH SHORE WWTP  
1311-1321 WEST ST.

LANDSCAPE DETAILS



GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT									
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10

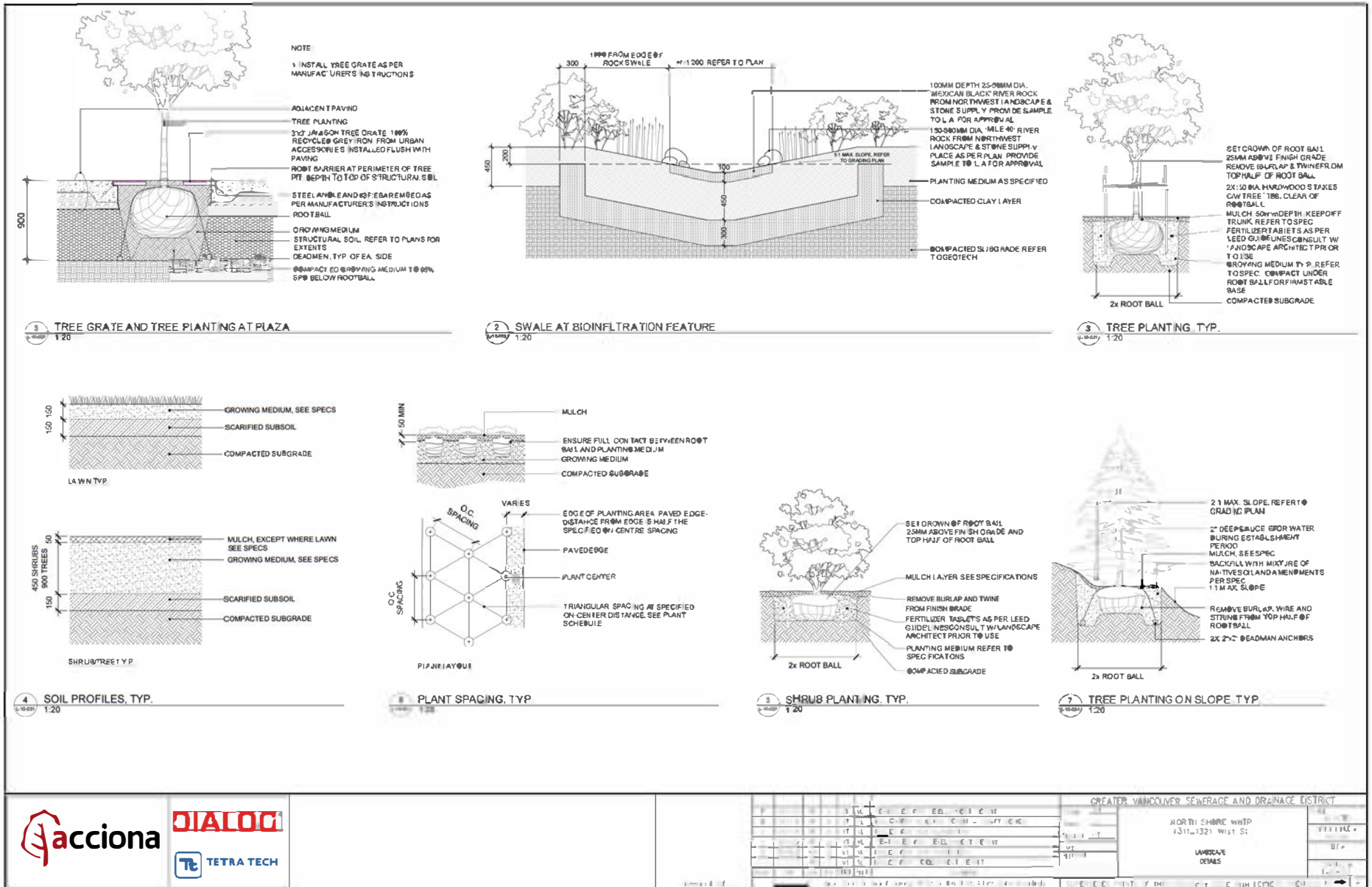




\* Landscape furniture and equipment is representational only, and final selected items may differ by time of construction

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT									
NORTH SHORE WTP 1311-1321 West St									
LANDSCAPE DETAILS									













**North Shore Wastewater Treatment Plant**

## **Engagement Summary Report**

**May 1 to June 19, 2017**

## 1 OVERVIEW

The North Shore Wastewater Treatment Plant will provide primary and secondary sewage treatment services to more than 250,000 residents and two First Nations on the North Shore, and will replace the existing Lions Gate Wastewater Treatment Plant. The new plant will be located on West 1<sup>st</sup> Street, between Pemberton Avenue and Philip Avenue in the District of North Vancouver.

In April 2017, Metro Vancouver awarded ACCIONA the contract to design, build and finance the Project.

This document summarizes the public consultation and engagement activities that ACCIONA has undertaken for the Project between May 1 and June 19, 2017.

### 1.1 Purpose and Objectives of Engagement

The primary purpose of the public engagement program is to ensure that the public, stakeholders and interested and affected parties (IAPs) have the opportunity to stay informed and provide meaningful input as the Project progresses.

Since contract award in April 2017, ACCIONA has been working to raise awareness, engage interested parties in dialogue, and respond to Project-related enquiries.

Two phases of public consultation were planned. The first phase, held between May 18 and June 8, 2017, sought feedback on the draft Public Impact Mitigation Plan, which describes ACCIONA's approach to minimizing community impacts during construction.

Phase 2 will be held from June 21 to July 12, 2017, and is designed to seek input on the additional measures included in the revised Public Impact Mitigation Plan. This phase of consultation will also focus on the new facility, plaza, and landscaping design; proposed sustainability strategies; and construction traffic and parking strategy as part of the District of North Vancouver's Development Permit Application process.

Objectives of the consultation and engagement are to:

- Inform people about the Project design and opportunities to provide input
- Reassure IAPs and the public that their concerns are understood and effective mitigation measures will be in place
- Provide timely and accurate information about the Project to the community, IAPs, and the public
- Meet Metro Vancouver and District of North Vancouver consultation requirements



## 1.2 Public Consultation and Engagement

ACCIONA's approach is based on input received from Metro Vancouver's previous consultation initiatives for the Project, and consultation best practices. Consistent with Metro Vancouver and District of North Vancouver requirements, ACCIONA designed and implemented a two-phase community engagement program.

Phase 1 and 2 information distribution activities included:

- Hand-delivering notification letters and information flyers to adjacent residents and businesses within a 500-metre radius of the Project site, and three local community associations two weeks before each event (Phase 2 also included the District of North Vancouver Development Permit Application process diagram)
  - Notification for Phase 1 began on May 4, 2017
  - Notification for Phase 2 began on June 7, 2017
- Sending email notices to the Project database (IAPs), which included details about consultation activities, including an open house
- Developing display boards with Project information (available at the open house and online)
- Placing two advertisements in the North Shore News community newspaper
- Sign posted on the Project site with details about the consultation (Phase 2)
- Updating the Project webpage with details about the Project, open house and public information meeting details and consultation materials

Community input and feedback is collected through a variety of sources, including:

- Feedback form to collect community input (available in hard copy at the open house and online)
- Phase 1 Open House held on May 18, 2017
- Phase 2 Public Information Meeting on June 21, 2017
- Enquiry response program, including dedicated Project email and 24-hour/7-day-per-week information hotline monitored by the Community Liaison Officer.

### 1.3 Project Office and Email Database

A Project-related electronic database (IAP list) was established by Metro Vancouver to enable interested participants to sign up to receive emails about the Project. ACCIONA continues to build on the list, and as of June 2017, the database has almost 400 subscribers.

A Project office in the District of North Vancouver was opened in May 2017. The Project office has a full-time Community Liaison Officer, who is available to answer visitors' questions and also manage the Project information phone line and email.

## 2 PHASE 1 PARTICIPATION AND KEY INTERESTS

Phase 1 participation results as follows:

- 54 people attended the open house on May 18, 2017, which included an informal drop-in style session where participants could view a series of informational display boards and speak one-to-one with Project staff and with Metro Vancouver representatives
- 33 people requested to be added to the Project database to receive updates
- 12 people submitted feedback forms – eight completed online and four completed at the open house

Two participants submitted email enquiries – one related to the open house format and one related to contracting opportunities. Most participants learned about the open house from the two advertisements placed in the *North Shore News* on May 5 and 12, 2017.

### 2.1 Summary of Key Public Interests Identified to Date

Key interests and questions arising as a result of consultation and engagement to date (outlined above) are summarized below:

- General questions about odour, noise, dust and building massing
- Some comments about traffic congestion, including a suggestion to stagger shift changes with neighbouring businesses
- Questions about why secondary treatment was selected for the new plant and not tertiary treatment
- Lots of interest around the amenities, green roof and public spaces
- Some concerns around parking for workers during construction
- A few comments about the technology of the plant and the water treatment process details
- Some comments about the capacity of the new plant and whether or not it's sufficient for the growing community
- Questions about the emergency response systems in the event of an earthquake

### 3 UPCOMING ENGAGEMENT

Phase 2 engagement will take place from June 21 to July 12, 2017, and is designed to seek input on the additional mitigation measures proposed for the revised Public Impact Mitigation Plan; the new building, plaza, and landscaping design; proposed sustainability strategies; and construction traffic and parking strategy.

A Public Information Meeting is being held on June 21, 2017 from 5 p.m. to 8 p.m., including a Project overview presentation and question-and-answer period starting at 6 p.m. A feedback form will also be available throughout consultation, online and in hard copy at the Public Information Meeting.

Following the close of the public comment period on July 12, 2017, ACCIONA will prepare a detailed summary report that outlines how consultation input was considered in finalizing Project designs and the Public Impact Mitigation Plan, which will be submitted to Metro Vancouver and District of North Vancouver for review. The summary report will be available on the Project website once it has been reviewed and finalized.

## MAYOR REPORTS



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## Memo

November 30, 2017

TO: Council

FROM: Mayor Richard Walton

**SUBJECT:** Mayor's Special Contingency Fund

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The following request for funding from the Mayor's Special Contingency Fund has been granted; this amount is consistent with the grant provided in 2016.

November 2017	\$1,000	Park & Tilford Holiday Hi Lites Festival
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The display is constructed jointly by the District of North Vancouver Firefighters and the City of North Vancouver Firefighters.

All proceeds will help support the Firefighters' charities.

Richard Walton

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